

# CITY OF OVILLA

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

Tom Leverentz, Mayor

Doug Hunt, Place Four  
Richard Dormier, Mayor Pro-Tem/Place Five  
Randy Whiteman, City Administrator

## *Ovilla City Council Agenda*

105 S. Cockrell Hill Road, Ovilla, TX 75154

Monday, September 10, 2012

7:00 P.M.

Council Chamber Room

Pursuant to the provisions of Chapter 551 VTCA Government Code, NOTICE is hereby given of a Regular Meeting of the City Council of the City of Ovilla, to be held on Monday, September 10, 2012 at 7:00 P.M. in the City Hall Council Chamber Room, 105 S. Cockrell Hill Road, Ovilla, Texas, 75154, for the purpose of considering the following items.

### **I. CALL TO ORDER**

- ◆ Invocation
- ◆ Pledge of Allegiance – led by students from DT Shields Elementary

### **II. COMMENTS, PRESENTATIONS, ANNOUNCEMENTS & REPORTS**

#### ◆ **Citizen Comments**

*The City Council welcomes comments from Citizens. Those wishing to speak must sign in before the meeting begins. Speakers may speak on any topic, whether on the agenda or not. The City Council cannot act upon, discuss issues raised, or make any decision 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 Chief M. Moon
  - ◆ Monthly Report
- ◆ Fire Department Assistant Chief P. Brancato
  - ◆ Monthly Report
- ◆ Public Works Director B. Piland
  - ◆ Monthly Report
- ◆ Finance Department Accountant S. Jungman
  - ◆ Monthly Municipal Court Report
- ◆ Administration City Administrator R. Whiteman
  - ◆ Update report on Ovilla Auto Code Enforcement Officer Mike Dooly
  - ◆ Monthly Reports – Code Enforcement/Animal Control
- ◆ Committees
  - ◆ PL4 Hunt to report on Heritage Day 2012 plans, assignments & progress

### **III. CONSENT AGENDA**

- ◆ Financial transactions
- ◆ Minutes of the July 25, Special Budget Workshop Mtg.
- ◆ Minutes of the August 08, Special Budget Workshop Mtg.

*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.*

### **IV. REGULAR AGENDA**

# CITY OF OVILLA

Ralph G. Hall, Place One  
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Richard Dormier, Mayor Pro-Tem/Place Five  
Randy Whiteman, City Administrator

- ITEM 1.**     **DISCUSSION/ACTION** – Consider a proposed Fiscal Year 2012-2013 Contract for fire protection services with Emergency Services District #2 and related personnel matters.
- Council will receive a presentation from Assistant Chief Brancato on current staffing and staffing options.
- ITEM 2.**     **DISCUSSION/ACTION** – Consider a proposed Fiscal Year 2012-2013 Contract for fire protection services with Emergency Services District #4.
- ITEM 3.**     **DISCUSSION/ACTION** – Consider Resolution 2012-012 establishing energy conservation goals as required by TX Health and Safety Code §388.005.
- ITEM 4.**     **DISCUSSION/ACTION** – Consider Ordinance 2012-014, providing for the inclusion of an area receiving longstanding treatment as part of the Municipality pursuant to Section 41.003 of the TX Local Government Code.
- ITEM 5.**     **DISCUSSION/ACTION** – Consider the appointment, employment, evaluation, reassignment, or duties of the following: (Section 551.074 Personnel Matters)
- Randy Whiteman, City Administrator
  - Pam Woodall, City Secretary

## 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).*

- ◆ Consider the appointment, employment, evaluation, reassignment, or duties of the following: (Section 551.074 Personnel Matters)
  - ◆ Randy Whiteman, City Administrator     ◆ Pam Woodall, City Secretary

***The City Council will reconvene into Open Session.***
- ◆ Consider action as a result of discussion.

## VI. ADJOURNMENT

This is to certify that a copy of the Notice of the Regular City Council Meeting for September 10, 2012, was posted on the bulletin board at City Hall, 105 S. Cockrell Hill Road, Ovilla, on the 7th day of September 2012 prior to 6:00 p.m.



Pamela Woodall  
City Secretary

**CERTIFICATION:** I hereby certify that the Ovilla City Council Agenda was removed from the City Hall Bulletin Board, located at 105 S. Cockrell Hill Road, Ovilla, TX 75154, (a place accessible to the public at all times) on the \_\_\_\_\_ day of \_\_\_\_\_ 2012, at \_\_\_\_\_ am/pm, after having been posted for at least 72 continuous hours preceding the scheduled time of the posted meeting. \_\_\_\_\_

Pam Woodall, City Secretary

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

# OVILLA POLICE DEPARTMENT

105 S. Cockrell Hill Rd.

Ovilla, TX 75154

(972) 617-7262

Mayor Tom Leverentz, Mr. Randy Whiteman,  
and the Ovilla City Council

Subject: Police Department Monthly Activity Report:

<b>Aug-12</b>	<b>YTD</b>
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<u>Calls For Service</u>	<u>Total</u>	<u>Total</u>
ACCIDENT	1	17
ALARMS	19	125
ARREST	3	16
ASSAULT	1	3
ASSISTS: Agency/Unit: 37 EMS/Fire: 3 Motorist: 2	42	267
BLDG / HOUSE SECURITY CHECK	1532	12249
BURGLARY	0	3
BURGLARY OF MOTOR VEHICLE	3	6
CRIMINAL MISCHIEF	2	8
DISTURBANCE	11	45
NEIGHBORHOOD CHECK	1594	13293
<b>OTHER CALLS FOR SERVICE</b>	109	655
SUSPICIOUS PERSON	9	50
SUSPICIOUS VEHICLE	14	76
THEFT	2	13
TRAFFIC ASSIGNMENT	52	391
<b>TOTAL CALLS FOR SERVICE</b>	<b>3394</b>	<b>27217</b>
RESERVE OFFICER HOURS	33	96.25
AVERAGE RESPONSE TIME (MINUTES)	5	4.51
TRAFFIC STOP (WARNINGS)	50	427
CITATIONS	33	288
<b>TOTAL</b>	<b>83</b>	<b>715</b>

<b>PERCENT OF STOPS RECEIVING CITATIONS</b>	<b>39.8</b>	<b>40.3</b>
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**OVILLA PD VEHICLE MILEAGE**

<b>August-12</b>		<b>September-12</b>		<b>October-12</b>		<b>November-12</b>		<b>December-12</b>		<b>January-13</b>		<b>February-13</b>		<b>March-13</b>		<b>April-13</b>		<b>May-13</b>	
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
100	54543	55408	865	100				100				100				100			
101	123103	124498	1395	101				101				101				101			
102	60504	61587	1083	102				102				102				102			
103	59495	62141	2646	103				103				103				103			
104	33906	35954	2048	104				104				104				104			
<b>October-12</b>				<b>November-12</b>				<b>December-12</b>				<b>January-13</b>				<b>February-13</b>			
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
100			0	100			0	100			0	100			0	100			0
101			0	101			0	101			0	101			0	101			0
102			0	102			0	102			0	102			0	102			0
103			0	103			0	103			0	103			0	103			0
104			0	104			0	104			0	104			0	104			0
<b>December-12</b>				<b>January-13</b>				<b>February-13</b>				<b>March-13</b>				<b>April-13</b>			
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
100			0	100			0	100			0	100			0	100			0
101			0	101			0	101			0	101			0	101			0
102			0	102			0	102			0	102			0	102			0
103			0	103			0	103			0	103			0	103			0
104			0	104			0	104			0	104			0	104			0
<b>February-13</b>				<b>March-13</b>				<b>April-13</b>				<b>May-13</b>				<b>June-13</b>			
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
100			0	100			0	100			0	100			0	100			0
101			0	101			0	101			0	101			0	101			0
102			0	102			0	102			0	102			0	102			0
103			0	103			0	103			0	103			0	103			0
104			0	104			0	104			0	104			0	104			0
<b>April-13</b>				<b>May-13</b>				<b>June-13</b>				<b>July-13</b>				<b>August-13</b>			
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
100			0	100			0	100			0	100			0	100			0
101			0	101			0	101			0	101			0	101			0
102			0	102			0	102			0	102			0	102			0
103			0	103			0	103			0	103			0	103			0
104			0	104			0	104			0	104			0	104			0

Ovilla Fire Department

Copy of Year-to-date Incident Participation

Activity Date Between {08/01/2012} And  
{08/31/2012} and Career = "2 "

Staff Id/Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Percent
741 Bailey, Randall S.	0	0	0	0	0	0	0	7	0	0	0	0	7	20.00
749 Chapman, John Daniel	0	0	0	0	0	0	0	16	0	0	0	0	16	45.71
740 Espinosa, Anthony	0	0	0	0	0	0	0	5	0	0	0	0	5	14.28
750 Guffey, Nicholas Ray	0	0	0	0	0	0	0	6	0	0	0	0	6	17.14
713 Holt, William Neal	0	0	0	0	0	0	0	4	0	0	0	0	4	11.42
716 Leverentz, Thomas G	0	0	0	0	0	0	0	19	0	0	0	0	19	54.28
707 Martinez, Erick I	0	0	0	0	0	0	0	4	0	0	0	0	4	11.42
724 O'Brien, Steve G	0	0	0	0	0	0	0	11	0	0	0	0	11	31.42
722 Spencer, Everett H	0	0	0	0	0	0	0	21	0	0	0	0	21	60.00
714 Tennery, Colin P.	0	0	0	0	0	0	0	3	0	0	0	0	3	8.57
717 Witherspoon, Jacki D	0	0	0	0	0	0	0	6	0	0	0	0	6	17.14

Total Runs by Month											
Jan	0	Feb	0	Mar	0	Apr	0	May	0	Jun	0
Jul	0	Aug	35	Sep	0	Oct	0	Nov	0	Dec	0

Grand Total Runs: 35

Ovilla Fire Department

Staff with No Activities

Date >= {08/01/2012} and )Career = "2 "

Staff Member	Staff ID	Status	Status Date	Rank	Station
Bell, Warren J	726	LV	08/20/2012	FFE	1
Graham, Justin L.	723	VO	01/18/2011	PR	1
Hanson, Jim L.	706	VO	06/06/2012	FF	1
McCumber, Sean	710	VO	05/08/2007	FFP	1
Paluga, Patrick	732	VO	07/01/2002	FFE	1
Sidler, Joni L	711	VO	09/15/1999	FFP	1
Velasquez, Adrian C.	745	VO	11/24/2009	FFI	1

Ovilla Fire Department

Inspections by Inspector

Date Completed Between {08/01/2012} And  
{08/31/2012}

Date	Time	Inspection Type/Occupancy	Hours
730 Lucia, Kevin B			
08/02/2012	10:00	110 PLAN REVIEW - Site ORBC Ovilla Road Baptist Church and School 3251 Ovilla RD	0.50
08/08/2012	10:00	200 INSPECTION - General ORBC Ovilla Road Baptist Church and School 3251 Ovilla RD	1.00
08/14/2012	07:15	299 Safety Inspection ORBC Ovilla Road Baptist Church and School 3251 Ovilla RD	0.50
Total for Staff:		3	Total Hours: 2.00
Grand Total Activities:		3	Grand Totals: 2.00

Ovilla Fire Department

OFD Fuel Usage Report

Date Between {08/01/2012} And {08/31/2012}

Date	Fuel Type	Gallons	Cost	Unit
<b>FA Fuel Apparatus</b>				
<b>Diesel</b>				
08/02/2012	Diesel	18.767	\$71.30	703
	730 Lucia, Kevin B			
08/08/2012	Diesel	15.406	\$58.53	704
	730 Lucia, Kevin B			
	733 Rudd, Justin E.			
	739 Sodek, Larry Ray			
08/09/2012	Diesel	14.872	\$56.50	702
	718 Beets, Randy L			
08/13/2012	Diesel	5.259	\$19.98	703
	742 Turner, Cole A.			
08/14/2012	Diesel	6.096	\$23.16	703
	739 Sodek, Larry Ray			
08/18/2012	Diesel	18.125	\$70.67	703
	716 Leverentz, Thomas G			
08/18/2012	Diesel	4.360	\$17.01	700
	749 Chapman, John Daniel			
	722 Spencer, Everett H			
08/18/2012	Diesel	18.125	\$70.67	703
	725 Wolf, Darrell G.			
08/23/2012	Diesel	12.088	\$47.13	755
	725 Wolf, Darrell G.			
08/23/2012	Diesel	9.360	\$36.50	703
	720 Wesson, Geoffrey S			
08/29/2012	Diesel	18.259	\$73.02	755
	708 Brancato, Phillip M.			
08/29/2012	Diesel	17.828	\$71.29	700
	730 Lucia, Kevin B			
	733 Rudd, Justin E.			
	734 Lehmann, Matthew M			
08/30/2012	Diesel	7.400	\$29.62	703
	731 Godfrey, Jake W			
08/30/2012	Diesel	9.317	\$37.26	744
	731 Godfrey, Jake W			
	<b>Diesel Totals:</b>	<b>175.262 Gal</b>	<b>\$682.64</b>	

Ovilla Fire Department

OFD Fuel Usage Report

Date Between {08/01/2012} And {08/31/2012}

Date	Fuel Type	Gallons	Cost	Unit
<b>FA Fuel Apparatus</b>				
<b>Gasoline</b>				
08/02/2012	Gasoline	22.072	\$75.02	C708
	708 Brancato, Phillip M.			
08/14/2012	Gasoline	16.999	\$61.18	747
	739 Sodek, Larry Ray			
08/29/2012	Gasoline	23.439	\$89.04	C708
	708 Brancato, Phillip M.			
	<b>Gasoline Totals:</b>	<b>62.510 Gal</b>	<b>\$225.24</b>	

Ovilla Fire Department

Copy of Year-to-date Incident Participation

Activity Date Between {08/01/2012} And  
{08/31/2012} and Career = "1 "

Staff Id/Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Percent
718 Beets, Randy L	0	0	0	0	0	0	0	4	0	0	0	0	4	7.01
708 Brancato, Phillip M.	0	0	0	0	0	0	0	3	0	0	0	0	3	5.26
715 Cates, Jason	0	0	0	0	0	0	0	3	0	0	0	0	3	5.26
729 Garza, Carlos	0	0	0	0	0	0	0	2	0	0	0	0	2	3.50
731 Godfrey, Jake W	0	0	0	0	0	0	0	9	0	0	0	0	9	15.78
743 Hudson, Ryan A	0	0	0	0	0	0	0	6	0	0	0	0	6	10.52
721 Kennedy, Brandon Kobby	0	0	0	0	0	0	0	4	0	0	0	0	4	7.01
734 Lehmann, Matthew M	0	0	0	0	0	0	0	5	0	0	0	0	5	8.77
748 Lindsey, Kevin Ray	0	0	0	0	0	0	0	6	0	0	0	0	6	10.52
730 Lucia, Kevin B	0	0	0	0	0	0	0	8	0	0	0	0	8	14.03
728 Muirhead, Brad R	0	0	0	0	0	0	0	7	0	0	0	0	7	12.28
719 Ray, Kevin	0	0	0	0	0	0	0	3	0	0	0	0	3	5.26
712 Rogers, Brandon Steve	0	0	0	0	0	0	0	8	0	0	0	0	8	14.03
733 Rudd, Justin E.	0	0	0	0	0	0	0	6	0	0	0	0	6	10.52
739 Sodek, Larry Ray	0	0	0	0	0	0	0	10	0	0	0	0	10	17.54
736 Terry, David	0	0	0	0	0	0	0	7	0	0	0	0	7	12.28
742 Turner, Cole A.	0	0	0	0	0	0	0	3	0	0	0	0	3	5.26
720 Wesson, Geoffrey S	0	0	0	0	0	0	0	9	0	0	0	0	9	15.78
725 Wolf, Darrell G.	0	0	0	0	0	0	0	5	0	0	0	0	5	8.77

Total Runs by Month											
Jan	0	Feb	0	Mar	0	Apr	0	May	0	Jun	0
Jul	0	Aug	57	Sep	0	Oct	0	Nov	0	Dec	0

Grand Total Runs: 57

Ovilla Fire Department

Incident Type Report (Summary)

Alarm Date Between {08/01/2012} And {08/31/2012}  
and District = "OVILA"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
311 Medical assist, assist EMS crew	1	4.54%	\$0	0.00%
321 EMS call, excluding vehicle accident with	18	81.81%	\$0	0.00%
	<u>19</u>	<u>86.36%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
522 Water or steam leak	1	4.54%	\$0	0.00%
554 Assist invalid	1	4.54%	\$0	0.00%
	<u>2</u>	<u>9.09%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611 Dispatched & cancelled en route	1	4.54%	\$0	0.00%
	<u>1</u>	<u>4.54%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>22</b>		<b>Total Est Loss:</b>	<b>\$0</b>

Ovilla Fire Department

Average Response Time by District/Incident Type (M

Alarm Date Between {08/01/2012} And {08/31/2012}  
and District = "OVILA"

OVILA City of Ovilla

Incident	Alarm Date & Time		Arrival Date & Time		Stn	Shift	Response Time
311 Medical assist, assist EMS crew							
12-2000352	08/01/2012	14:16:56	08/01/2012	14:20:59	1	B	00:04:03
Average Response Time for District/Incident Type							00:04:03
321 EMS call, excluding vehicle accident with injury							
12-0000353	08/02/2012	15:19:18	08/02/2012	15:19:18	1	C	00:00:00
12-2000357	08/02/2012	21:55:33	08/02/2012	21:55:33	1	C	00:00:00
12-2000362	08/06/2012	08:44:00	08/06/2012	08:48:51	1	A	00:04:51
12-2000363	08/06/2012	10:08:00	08/06/2012	10:10:30	1	A	00:02:30
12-2000368	08/08/2012	11:45:24	08/08/2012	11:54:16	1	C	00:08:52
12-2000370	08/12/2012	07:41:56	08/12/2012	07:57:38	1	A	00:15:42
12-2000373	08/14/2012	18:37:00	08/14/2012	18:45:54	1	C	00:08:54
12-2000374	08/14/2012	21:16:00	08/14/2012	21:22:28	1	A	00:06:28
12-2000376	08/15/2012	19:20:00	08/15/2012	19:24:59	1	A	00:04:59
12-2000377	08/16/2012	09:40:11	08/16/2012	09:46:02	1	C	00:05:51
12-2000382	08/18/2012	09:17:00	08/18/2012	09:23:05	1	A	00:06:05
12-2000386	08/18/2012	22:51:13	08/18/2012	22:55:28	1	A	00:04:15
12-2000387	08/19/2012	06:46:00	08/19/2012	06:49:00	1	A	00:03:00
12-2000390	08/22/2012	02:29:27	08/22/2012	02:35:11	1	A	00:05:44
12-2000392	08/22/2012	22:17:00	08/22/2012	22:19:51	1	B	00:02:51
12-2000394	08/23/2012	19:30:00	08/23/2012	19:38:25	1	C	00:08:25
12-2000400	08/26/2012	20:22:58	08/26/2012	20:29:22	1	C	00:06:24
12-2000407	08/30/2012	08:47:04	08/30/2012	08:53:25	1	A	00:06:21
Average Response Time for District/Incident Type							00:05:37
522 Water or steam leak							
12-2000361	08/05/2012	22:11:27	08/05/2012	22:18:29	1	C	00:07:02
Average Response Time for District/Incident Type							00:07:02
554 Assist invalid							
12-2000397	08/25/2012	16:09:00	08/25/2012	16:15:00	1	B	00:06:00
Average Response Time for District/Incident Type							00:06:00
-----							
Overall Average Response Time for District 00:05:38							

Total Incident Count: 21

Overall Average Response Time: 00:05:38

Ovilla Fire Department

Incident Response Time Analysis

Alarm Date Between {08/01/2012} And {08/31/2012}  
and District = "OVILA"

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Response		Count	Percentage
Hrs	Mins		
	00	2	9.5%
	02	2	9.5%
	03	1	4.7%
	04	4	19.0%
	05	2	9.5%
	06	5	23.8%
	07	1	4.7%
	08	3	14.2%
	15	1	4.7%
		<hr/>	
		21	

Overall Average Response Time: 00:05:38

Ovilla Fire Department

Average Response Time by District/Incident Type (M

Alarm Date Between {08/01/2012} And {08/31/2012}

DESOT City of DeSoto

Incident	Alarm Date & Time	Arrival Date & Time	Stn	Shift	Response Time
111 Building fire					
12-2000393	08/23/2012 15:30:58	08/23/2012 15:49:44	1	C	00:18:46
Average Response Time for District/Incident Type					00:18:46
Overall Average Response Time for District 00:18:46					

DUNCN City of Duncanville

Incident	Alarm Date & Time	Arrival Date & Time	Stn	Shift	Response Time
111 Building fire					
12-2000360	08/05/2012 09:05:50	08/05/2012 09:31:56	1	C	00:26:06
12-2000398	08/25/2012 17:34:27	08/25/2012 17:53:04	1	B	00:18:37
Average Response Time for District/Incident Type					00:22:22
Overall Average Response Time for District 00:22:22					

ESD2 Midlothian ESD#2

Incident	Alarm Date & Time	Arrival Date & Time	Stn	Shift	Response Time
111 Building fire					
12-2000403	08/29/2012 12:46:23	08/29/2012 13:10:20	1	C	00:23:57
12-2000404	08/29/2012 13:04:24	08/29/2012 13:41:31	1	C	00:37:07
Average Response Time for District/Incident Type					00:30:32
143 Grass fire					
12-2000391	08/22/2012 19:23:46	08/22/2012 19:30:57	1	B	00:07:11
Average Response Time for District/Incident Type					00:07:11
311 Medical assist, assist EMS crew					
12-2000365	08/07/2012 23:48:36	08/07/2012 23:56:46	1	B	00:08:10
12-2000366	08/08/2012 09:10:18	08/08/2012 09:16:26	1	C	00:06:08
12-2000371	08/12/2012 09:30:50	08/12/2012 09:37:33	1	A	00:06:43
12-2000385	08/18/2012 19:52:00	08/18/2012 20:00:26	1	A	00:08:26
12-2000388	08/21/2012 02:38:17	08/21/2012 02:46:04	1	C	00:07:47
12-2000401	08/27/2012 11:26:41	08/27/2012 11:35:06	1	A	00:08:25
Average Response Time for District/Incident Type					00:07:37
321 EMS call, excluding vehicle accident with injury					
12-2000379	08/17/2012 07:30:53	08/17/2012 07:39:02	1	C	00:08:09
Average Response Time for District/Incident Type					00:08:09
412 Gas leak (natural gas or LPG)					
12-2000369	08/08/2012 13:49:49	08/08/2012 13:59:18	1	C	00:09:29
Average Response Time for District/Incident Type					00:09:29

Ovilla Fire Department

Average Response Time by District/Incident Type (M

Alarm Date Between {08/01/2012} And {08/31/2012}

ESD2 Midlothian ESD#2

Incident	Alarm Date & Time	Arrival Date & Time	Stn	Shift	Response Time
511 Lock-out					
12-2000351	08/01/2012 08:38:18	08/01/2012 08:46:12	1	B	00:07:54
Average Response Time for District/Incident Type					00:07:54
551 Assist police or other governmental agency					
12-2000354	08/02/2012 16:18:14	08/02/2012 16:47:20	1	C	00:29:06
Average Response Time for District/Incident Type					00:29:06
561 Unauthorized burning					
12-2000378	08/16/2012 17:16:56	08/16/2012 17:28:10	1	B	00:11:14
12-2000383	08/18/2012 12:54:00	08/18/2012 13:01:33	1	A	00:07:33
12-2000389	08/21/2012 13:55:18	08/21/2012 14:05:08	1	A	00:09:50
Average Response Time for District/Incident Type					00:09:32
622 No Incident found on arrival at dispatch address					
12-2000364	08/07/2012 17:47:41	08/07/2012 17:56:38	1	B	00:08:57
Average Response Time for District/Incident Type					00:08:57
733 Smoke detector activation due to malfunction					
12-2000358	08/04/2012 08:54:54	08/04/2012 09:03:30	1	B	00:08:36
Average Response Time for District/Incident Type					00:08:36
Overall Average Response Time for District 00:11:56					

GLENH City of Glenn Heights

Incident	Alarm Date & Time	Arrival Date & Time	Stn	Shift	Response Time
322 Motor vehicle accident with injuries					
12-2000399	08/25/2012 20:18:00	08/25/2012 20:23:27	1	B	00:05:27
Average Response Time for District/Incident Type					00:05:27
Overall Average Response Time for District 00:05:27					

LANC City of Lancaster

Incident	Alarm Date & Time	Arrival Date & Time	Stn	Shift	Response Time
143 Grass fire					
12-0000359	08/04/2012 15:57:46	08/04/2012 16:21:21	1	B	00:23:35
Average Response Time for District/Incident Type					00:23:35
611 Dispatched & cancelled en route					
12-2000396	08/25/2012 07:22:39	08/25/2012 07:49:10	1	B	00:26:31
Average Response Time for District/Incident Type					00:26:31
Overall Average Response Time for District 00:25:03					

Ovilla Fire Department

Average Response Time by District/Incident Type (M

Alarm Date Between {08/01/2012} And {08/31/2012}

**MIDLO City of Midlothian**

Incident	Alarm Date & Time	Arrival Date & Time	Stn	Shift	Response Time
111 Building fire					
12-2000395	08/23/2012 19:47:41	08/23/2012 20:00:11	1	C	00:12:30
Average Response Time for District/Incident Type					00:12:30
Overall Average Response Time for District 00:12:30					

**OAKLF City of Oak Leaf - Ovilla Response Area**

Incident	Alarm Date & Time	Arrival Date & Time	Stn	Shift	Response Time
143 Grass fire					
12-2000409	08/30/2012 15:41:37	08/30/2012 15:51:12	1	A	00:09:35
Average Response Time for District/Incident Type					00:09:35
311 Medical assist, assist EMS crew					
12-2000380	08/17/2012 11:01:00	08/17/2012 11:07:49	1	C	00:06:49
12-2000405	08/30/2012 04:19:44	08/30/2012 04:31:51	1	A	00:12:07
Average Response Time for District/Incident Type					00:09:28
444 Power line down					
12-2000367	08/08/2012 11:32:52	08/08/2012 11:40:17	1	C	00:07:25
Average Response Time for District/Incident Type					00:07:25
611 Dispatched & cancelled en route					
12-2000375	08/15/2012 13:26:00	08/15/2012 13:33:48	1	A	00:07:48
Average Response Time for District/Incident Type					00:07:48
622 No Incident found on arrival at dispatch address					
12-2000402	08/27/2012 12:44:37	08/27/2012 12:52:53	1	A	00:08:16
Average Response Time for District/Incident Type					00:08:16
Overall Average Response Time for District 00:08:40					

**OVILA City of Ovilla**

Incident	Alarm Date & Time	Arrival Date & Time	Stn	Shift	Response Time
311 Medical assist, assist EMS crew					
12-2000352	08/01/2012 14:16:56	08/01/2012 14:20:59	1	B	00:04:03
Average Response Time for District/Incident Type					00:04:03
321 EMS call, excluding vehicle accident with injury					
12-0000353	08/02/2012 15:19:18	08/02/2012 15:19:18	1	C	00:00:00
12-2000357	08/02/2012 21:55:33	08/02/2012 21:55:33	1	C	00:00:00
12-2000362	08/06/2012 08:44:00	08/06/2012 08:48:51	1	A	00:04:51
12-2000363	08/06/2012 10:08:00	08/06/2012 10:10:30	1	A	00:02:30
12-2000368	08/08/2012 11:45:24	08/08/2012 11:54:16	1	C	00:08:52
12-2000370	08/12/2012 07:41:56	08/12/2012 07:57:38	1	A	00:15:42
12-2000373	08/14/2012 18:37:00	08/14/2012 18:45:54	1	C	00:08:54

Ovilla Fire Department

Average Response Time by District/Incident Type (M

Alarm Date Between {08/01/2012} And {08/31/2012}

OVILA City of Ovilla

Incident	Alarm Date & Time	Arrival Date & Time	Stn	Shift	Response Time
321 EMS call, excluding vehicle accident with injury					
12-2000374	08/14/2012 21:16:00	08/14/2012 21:22:28	1	A	00:06:28
12-2000376	08/15/2012 19:20:00	08/15/2012 19:24:59	1	A	00:04:59
12-2000377	08/16/2012 09:40:11	08/16/2012 09:46:02	1	C	00:05:51
12-2000382	08/18/2012 09:17:00	08/18/2012 09:23:05	1	A	00:06:05
12-2000386	08/18/2012 22:51:13	08/18/2012 22:55:28	1	A	00:04:15
12-2000387	08/19/2012 06:46:00	08/19/2012 06:49:00	1	A	00:03:00
12-2000390	08/22/2012 02:29:27	08/22/2012 02:35:11	1	A	00:05:44
12-2000392	08/22/2012 22:17:00	08/22/2012 22:19:51	1	B	00:02:51
12-2000394	08/23/2012 19:30:00	08/23/2012 19:38:25	1	C	00:08:25
12-2000400	08/26/2012 20:22:58	08/26/2012 20:29:22	1	C	00:06:24
12-2000407	08/30/2012 08:47:04	08/30/2012 08:53:25	1	A	00:06:21
Average Response Time for District/Incident Type					00:05:37
522 Water or steam leak					
12-2000361	08/05/2012 22:11:27	08/05/2012 22:18:29	1	C	00:07:02
Average Response Time for District/Incident Type					00:07:02
554 Assist invalid					
12-2000397	08/25/2012 16:09:00	08/25/2012 16:15:00	1	B	00:06:00
Average Response Time for District/Incident Type					00:06:00
Overall Average Response Time for District 00:05:38					

Total Incident Count: 52

Overall Average Response Time: 00:09:56



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**DATE:** September 5, 2012

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

**FROM:** Brad Piland Public Works Director

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

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- Patched potholes - Red Oak Creek, Cockrell Hill, Westmoreland, Joe Wilson
- Lay asphalt on Joe Wilson Rd
- Sewer Lift Station Repairs- pulled pump 1 at Heritage lift station removed pump 1 from Highland Meadows lift station for repair Pulled pump from Cumberland
- Pump Station - mow and weed eat
- Removed tree limbs from Cockrell Hill Road
- Read Water meters, Service Disconnects and Reconnects
- Replaced 1 ½ inch water line 700 blk of west main
- Mow vacant lots in Ovilla Park
- Update marquee as needed
- Daily water maintenance residual and pressure test
- Heritage Park, Silver Spur Park and Baseball fields and park - tree and grass maintenance
- Repaired water leak at 505 Bruce Ct, 815 Johnson Lane, 302 Willow Creek and 315 Johnson Lane.

- Purchased dump truck and picked up from Odessa
- Started working on Police Department parking lot
- Henry and Meliton tested and passed CDL permit
  - ❖ Jimmy Bryan -
    - Serviced PD Units 101 & 103
    - Repaired Kubota Tractor
    - Tags and inspection for new truck
    - Serviced new animal control truck

\*\*Flushed Hydrants

- Collected water samples for TCEQ reporting
- Water Maintenance – routine flushing mains and hydrant
- Meter Box repair and replace lids as needed

\*\*Water plants at City Hall and park

**AUGUST 2012  
CODE ENFORCEMENT REPORT**

- COMPLAINTS/VIOLATIONS – 79
- FOLLOW-UPS –92
- EDUCATION–75
- LETTERS SENT–5 (PUBLIC NUISANCE, GRASS)
- NUISANCE ABATED–5 (3 VEHICLES 2 GRASS)
- DOOR HANGER NOTICES –34 (15 PARKING IN YARD, 8 PERMITS, 11 GRASS)
- SIGNS REMOVED – 19 (6 BUSINESS, 13 GARAGE SALES)
- PICTURES TAKEN –112
- GARAGE SALE PERMITS –9 FOR A TTL \$45
- COURT –1 POSTPONED -BUILDING PERMIT
- STREET LIGHT REPORT COMPLAINTS –2 FOLLOW-UPS –2
- PERMITS REVIEWS –18 INSPECTIONS –11
- ILLEGAL DUMPING –RED OAK CREEK (TRASH -)

**ANIMAL CONTROL REPORT  
AUGUST 2012**

- COMPLAINTS/VIOLATIONS –39
- FOLLOW-UPS –50
  
- ANIMALS PICKED UP –4(3DOGS 1 CAT) 3TRANSPORTED, 1 RETURNED TO OWNER
  
- ANIMAL RELOCATED –17 (6 RACCOONS, 5 POSSUM, 3 FOX, 3 ARMADILLO)
  
- TAG RENEWAL NOTICES SENT –
  - DOOR HANGERS –25
  - PICTURES TAKEN –76
  - EDUCATION –45
  - IMPOUND FEES - \$35
  - DECEASED / REMOVED –15
  - CITY TAGS –ISSUED 15 =\$180
  - OAK LEAF CALLS – 1CAT
  - TRAPS CHECKED OUT –9
  - MOSQUITO TRAPS –4 NEGATIVE RESULTS



Jessica Foresman  
Court Clerk

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**DATE:** September 10, 2012  
**TO:** Honorable Mayor Leverentz and City Council Members  
**CC:** City Administrator, Randy Whiteman  
**FROM:** Jessica Foresman, Court Clerk  
**SUBJECT:** Monthly Staff Report

44 traffic and 6 penal code related cases were filed for the month of August. 16 warrants were issued

Court Collection for the month of August was \$8,801.70

\$5,505.08 is kept by the City    FYTD \$50,363.47  
\$3,296.62 is remitted to State    FYTD \$32,976.91



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**DATE: 09-10-12**

**TO: Honorable Mayor and Council Members**

**FROM: Sharon Jungman**

**SUBJECT: Expenditures in August 2012 over  
\$5,000**

**City of Ovilla Expenditures in August 2012 Over \$5,000**

General Fund				
Date	Check#	Payee	Description	Amount
8/24/2012	40469	Blue Cross/Blue Shield	Insurance	\$7,415.78
8/14/2012	40472	Dell Marketing	Purchase of 5 computers & Licenses for Server	\$6,475.00
8/2/2012	ACH	Quick Books Payroll Service	Payroll	\$32,970.97
8/16/2012	ACH	Quick Books Payroll Service	Payroll	\$33,197.86
8/30/2012	ACH	Quick Books Payroll Service	Payroll	\$32,203.67
8/17/2012	Cashier CK.	Rene Bates	Purchase of 2001 Chevy C6500 6 Yd. Dump Truck	\$10,600.00
8/14/2012	40360	T.M.R.S.	Retirement	\$8,176.92
8/3/2012	ACH	US Treasury	Payroll Taxes	\$6,455.49
8/17/2012	ACH	US Treasury	Payroll Taxes	\$6,404.34
8/31/2012	ACH	US Treasury	Payroll Taxes	\$6,232.45
<b>Total General Fund Transactions Paid in August 2012 \$5,000 and Over</b>				<b>\$150,132.48</b>

Water & Sewer Fund				
Date	Check#	Payee	Description	Amount
8/10/2012	14883	City of Dallas	Water Purchase	\$52,147.39
8/31/2012	14903	City of Ovilla General Fund	Garbage Transfer for August	\$15,966.50
8/31/2012	14879	Municipal Water Works Supply	Purchase 50 Smart Water Meters	\$5,878.00
<b>Total Water &amp; Sewer Fund Transactions Paid in August 2012 \$5,000 and Over</b>				<b>\$73,991.89</b>

**CITY OF OVILLA MINUTES**  
**Wednesday, July 25, 2012**  
**Special City Council Budget Workshop and Meeting**  
**105 S. Cockrell Hill Road, Ovilla, TX 75154**

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Mayor Leverentz called the Special Council Meeting of the Ovilla City Council to order at 6:45 p.m. The following City Council Members were present:

Ralph Hall	Council Member Place 1
Larry Stevenson	Council Member Place 2
David Griffin	Council Member Place 3
Doug Hunt	Council Member Place 4
Richard Dormier	Council Member Place 5/Mayor Pro-Tem

Mayor Leverentz noted present members thus constituting a quorum. City Administrator Randy Whiteman and various department-head staff members were also present.

PL2 Stevenson gave the Invocation  
Mayor ProTem Dormier led the Pledge of Allegiance.

**REGULAR AGENDA**

**1. Discussion Only** - Consider TXDOT proposed alignment of Ovilla Rd. Hwy 664 expansion.

Council heard a report from City Administrator Randy Whiteman and Public Works Director Brad Piland on TXDOT's plans to widen Ovilla Road-Hwy 664. Mr. Whiteman mentioned that the project was championed by Red Oak Mayor Hugley. The City of Red Oak had planned most of the meetings and during the last meeting, Mayor Leverentz and City Administrator Mr. Whiteman reviewed the proposal from TXDOT's contractor, HDR. Subsequently, Mr. Whiteman picked up the proposed alignment and shared a copy with Council. Mr. Whiteman advised that Brad Piland was reviewing the alignment to see the impact on utilities. The proposed widening expands the ROW from 100' to between 130' and 150' thru Ovilla. Mayor ProTem Dormier asked if the ROW widening was equally shared to both sides of the road. Mr. Whiteman explained that the direction from Council representatives was to stay to the undeveloped side-if there was a choice between developed vs. undeveloped. Mr. Whiteman said a map was available for closer review.

**2. Discussion Only** - Discuss past code violations regarding Ovilla Auto.

- Requested by Mayor Pro-Tem/PL 5 Dormier

Mayor ProTem Dormier outlined certain code problems the City has had to address with Ovilla Auto over the years and wished to bring those concerns to closure. Code Enforcement Officer Mike Dooly distributed a timeline of the code problems and resolutions with Ovilla Auto. Health and safety issues continued to be addressed when observed or brought to the City's attention. Council reviewed Ron MacFarlane's (legal counsel) letter and discussed addressing what activities Ovilla Auto can do as a grandfathered business. PL3 Griffin suggested that the Code Enforcement Officer, Police Chief and City Administrator develop an arrangement compliant with city code that suffices for everyone.

**NO ACTION, DISCUSSION ONLY.**

**3. Discussion/Action** - Consider revisions to Chapter 8, Article 8.05, Divisions 1-3, Abandoned and Junked Vehicles.

Council reviewed the ordinance but was not ready to address the item.

**NO ACTION, DISCUSSION ONLY.**

**4. Discussion Only** – Workshop and review of the proposed Fiscal Year 2012-2013 Budget and discuss the preliminary determination of tax rate.

City Administrator began with discussion on the M & O and Debt Funds, asserting that last year's bond(s) refinancing had impacted the I & S Fund. City Accountant Sharon Jungman reviewed the proposed General Fund budget, moving through most of the departments within the fund. It was recommended to increase the capital assets from 2K to 5K but nothing was decisive. Police Chief Moon asked Council to consider his request for an additional officer. If approved, it would allow him to create an investigator's position. Security monitors and door buzzers were requested and would be funded through the Court Security Funds. The Public Works Director advised that the Storm Water Management Plan Agreement with North Central TX Council of Governments (COG) would continue to increase. This helps prevent containments from flowing to properties and into Red Oak Creek. Street repairs would continue with Ellis County. Public Works capital expenditures listed a packer and a dump truck with a grapple bucket. Additional playground equipment was proposed in the Park Department. The Fire Department required lengthy conversation beginning with the vacancy of the Chief's position, and Council's debate whether to fill that position. Assistant Chief Brancato advised Council of his newly implemented tiered staffing and intended 24-hour coverage for the department. Staff presented Council with three options for funding, conditional and in conjunction with contract renewals with the Emergency Services District.

**Adjournment**

Mayor Leverentz adjourned the meeting of July 25, 2012, 2012 at 9:45 p.m.

**VOTE: The motion carried unanimously.**

\_\_\_\_\_  
Thomas Leverentz, Mayor

ATTEST:

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

*Approved September 10, 2012*

**CITY OF OVILLA MINUTES**  
**Wednesday, August 08, 2012**  
**Special City Council Budget Workshop and Meeting**  
**105 S. Cockrell Hill Road, Ovilla, TX 75154**

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Mayor Leverentz called the Special Council Meeting of the Ovilla City Council to order at 6:35 p.m. The following City Council Members were present:

Ralph Hall	Council Member Place 1
Larry Stevenson	Council Member Place 2
David Griffin	Council Member Place 3
Doug Hunt	Council Member Place 4
Richard Dormier	Council Member Place 5/Mayor Pro-Tem

Mayor Leverentz noted present members thus constituting a quorum. City Administrator Randy Whiteman and various department-head staff members were also present.

PL2 Stevenson gave the Invocation  
PL3 Griffin led the Pledge of Allegiance.

◆ **CONSENT ITEMS:**

1. Ordinances 2012-006 through 2012-013 Approved Budget Amendments

PL1 Hall requested to remove the consent items for consideration.

PL 4 Hunt seconded the motion.

The consent items were opened for discussion. PL1 Hall recommended revising the terminology of each ordinance under consent, specifically revising the second paragraph, first sentence that stated, "**WHEREAS**, the City Council approved the use of unaccounted for General Fund Balance of funds..."

PL1 Hall recommended the replacement of that phrase to a more appropriate language; using the word "undesignated." PL3 Griffin agreed.

PL1 Hall made the motion that Council approves Ordinances 2012-006 through 2012-013 with the terminology amended to the first sentence of the second paragraph, to read, "...the City Council approved the use of undesignated funds from Fund Balance in excess of the 90-day Reserve balance..."

PL2 Stevenson seconded the motion.

Mayor Leverentz asked for a record vote by announcement of AYE or NAY.

Present Council announced AYE in favor. No oppositions, no abstentions.

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

Mayor Leverentz announced that Council would go into an Executive Session. Time was 6:39 p.m. At 6:55 p.m., Mayor Leverentz and Council reconvened to Open Session. Mayor Leverentz announced that no action was taken.

**REGULAR AGENDA**

1. **Discussion Only** – Workshop and review of the proposed Fiscal Year 2012-2013 Budget and discuss the preliminary determination of tax rate.

Council began discussion of the Water Fund. Certain Water Fund transfers to the General Fund were inquired about. The City Administrator clarified that the transfers were the previous Council's means to fund certain expenditures. Staff and Council continued review of the Water Fund as well as the Park Impact, Special Police, Fire Department/Emergency Services District, and the 4B-Economic

Development Corporation Funds. Property tax rate options were considered. City Accountant Sharon Jungman distributed a tax worksheet. Previous years' M & O and I & S rates were compared. PL1 Hall suggested Council apply this year's option 3 (.4975 M&O and .1700 I&S) as the tax rate to use to base the FY2012-2013 Budget. Additionally, it was suggested to allocate electric bills to each department.

Mayor Leverentz announced that the Council reserves the right to meet in a closed session and stated that they went into Executive Session under Section 551.076, Personnel Matters.

**Adjournment**

PL1 Hall made the motion to adjourn the meeting of August 08, 2012, at 8:36 p.m.

PL2 Stevenson seconded the motion.

**VOTE: The motion carried unanimously.**

\_\_\_\_\_  
Thomas Leverentz, Mayor

ATTEST:

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

*Approved September 10, 2012*

\* Executive Agenda sealed and filed separately.



AGENDA ITEM REPORT

REGULAR AGENDA

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

Meeting Date: September 10, 2012

Department: Fire

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Attachments:

- 1. ESD Letter
- 2. Proposed Contracts (2 options)
- 3. Existing Fire Department staffing and options (3 pages)

Agenda Item / Topic:

ITEM 1. **DISCUSSION/ACTION** – Consider a proposed Fiscal Year 2012-2013 Contract for fire protection services with Emergency Services District #2 and related personnel matters. Council will receive a presentation from Assistant Chief Brancato on current staffing options.

Discussion / Justification:

ESD #2 has provided two options for FY 2012-2013. Asst. Chief Phillip Brancato will provide the Council a brief description of the current and proposed staffing. The City Administrator will provide a recommendation at the meeting.

Recommendation / Staff Comments:

The City Administrator recommends approval of ...

Sample Motion(s):

**“I MAKE A MOTION THAT THE COUNCIL APPROVES / DENIES THE PROPOSED FISCAL YEAR 2012-2013 CONTRACT FOR FIRE PROTECTION SERVICES WITH EMERGENCY SERVICES DISTRICT #2 - Option #1 or #2.”**

**Ellis County Emergency Services District 2  
105 S. Cockrell Hill Road  
Ovilla, TX 75154**

August 28, 2012

Mr. Randy Whiteman  
City Manager  
City of Ovilla  
105 S. Cockrell Hill Road  
Ovilla, TX 75154

Dear Mr. Whiteman:

I appreciate the meeting today to discuss the proposed contract between the City of Ovilla and ESD #2. I have deleted the language in Section 5 that you requested be removed, and am sending you a revised copy of the contract.

I want to let you know, on behalf of the ESD Board, that we appreciate the changes that Ovilla has made over the past year to increase the level of service to both the residents of Ovilla and the ESD. The decision last year to provide 24-hour staffing has resulted in improved response times, and the proposal by Chief Brancato, fully supported by the ESD Board, to add a second firefighter/paramedic during nighttime hours, supplemented by volunteer staffing, will decrease response times even further. Having a second firefighter/paramedic at night will vastly improve the quality of care provided on medical/trauma calls.

While we recognize that the decision whether to hire a full-time Chief or not is within the purview of the City of Ovilla, I want to go on record to say the the ESD #2 Board has been very impressed with the leadership Chief Brancato has provided in his short time as interim Chief. We feel he is certainly capable of providing the leadership the department needs even as a part-time Chief. His decision to designate six individuals as Captains was a much needed improvement. The fire service is a paramilitary organization, and having someone designated to be in charge at the station as well as on the scene of an emergency is critical to the proper functioning of the department. It is because we feel so strongly about the importance of these positions that we included the clause in the contract requiring that they be retained. As I explained during our meeting, our Board was unanimous in support of this language and don't feel that we can remove it from either the Option 1 or Option 2 contract.

While not included in the contract, there are some other changes that you and Chief Brancato are proposing that we fully support. Paying some type of shift differential pay (time and a half, for example) on certain holidays during the year will help to encourage your part-time firefighters to sign up to work those shifts. Increasing the pay for

volunteers who work the 12 hour nighttime shift should result in more volunteers signing up.

I also want to make sure that we are all on the same page regarding the station staffing. Chief Brancato should not be counted as part of the on-duty staffing, nor should any other Chief, if the city decides to hire someone else. This was our position even when Chief Pickard was the Chief. The Fire Chief has other responsibilities and may not always be at the station. In addition, the job of the Chief during an emergency response is to act as the Incident Commander, not be involved in performing specific tasks such as pulling hose, ventilation, extrication or performing CPR.

Again, I want to commend you, the City Council and Chief Brancato for the improvements to fire protection and EMS service delivery already made, and hope that the Council will approve our contract that provides an additional \$35,000 to the city for a second firefighter/paramedic during the night shift.

Sincerely,

Ray Reed  
President  
Ellis County ESD #2

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of September, 2012, by and between Ellis County Emergency Services District #2, a political subdivision of the State of Texas, hereinafter referred to as "District" and the City of Ovilla, a municipal corporation, located in Ellis and Dallas Counties, Texas, hereinafter referred to as "City.";

WHEREAS, District is a duly organized political subdivision of the State of Texas engaged in the administration of the Ellis County Emergency Services District #2 and the provision of emergency services for the benefits of the residents of the District; and

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

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

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

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

**SECTION 1.  
TERM**

The term of this Agreement shall be for the period of October 1, 2012 to and through September 30, 2013.

**SECTION 2  
SERVICES PROVIDED**

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

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

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

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

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

**SECTION 5  
STATION STAFFING**

The Ovilla Fire Department will staff the station with two TCFP-certified firefighter/paramedics 24 hours each day, and one TCFP-certified firefighter eight hours each day during daytime hours. This staffing will be supplemented with at least one volunteer firefighter during the night shift. The six current Captain positions will be retained.

**SECTION 6  
COMPENSATION**

The district agrees to pay City a total of \$145,000 during the agreement period for the provision of services and station staffing as outlined within this agreement. A \$110,000 payment will be made in April of 2013. A \$35,000 payment will be made on September 30, 2013.

**SECTION 7.  
MONTHLY REPORTS**

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

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

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

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

**SECTION 8.**

## **DISTRICT'S OFFICE**

The District will designate the Larry C. Marlow Fire Annex building as the District's office as required by Section 775.036 (f) of the Texas Health and Safety Code. The District will also have use of a computer workstation in the Fire Annex, computer server hard drive space for District's accounting software and documents, and area for a District filing cabinet. The Fire Chief will determine access to the Fire Annex and use of a computer workstation by District Emergency Commissioners

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

## **SECTION 9. TERMINATION**

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

## **SECTION 10. ENTIRE AGREEMENT**

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

## **SECTION 11. GOVERNMENTAL IMMUNITY**

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

**SECTION 12.  
LEGAL AUTHORITY**

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

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

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

**SECTION 13.  
SEVERABILITY**

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

**SECTION 14.  
EXHIBITS**

The exhibits identified below are a part of this agreement:

1. Exhibit A (Dispatch Procedures).

Signed this \_\_\_\_\_ day of September, 2012

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #2

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

Its: \_\_\_\_\_

CITY OF OVILLA

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

Mayor

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

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

THIS AGREEMENT is made and entered into this \_\_\_\_ day of September, 2012, by and between Ellis County Emergency Services District #2, a political subdivision of the State of Texas, hereinafter referred to as "District" and the City of Ovilla, a municipal corporation, located in Ellis and Dallas Counties, Texas, hereinafter referred to as "City.";

WHEREAS, District is a duly organized political subdivision of the State of Texas engaged in the administration of the Ellis County Emergency Services District #2 and the provision of emergency services for the benefits of the residents of the District; and

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

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

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

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

**SECTION 1.  
TERM**

The term of this Agreement shall be for the period of October 1, 2012 through September 30, 2013.

**SECTION 2  
SERVICES PROVIDED**

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

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

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

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

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

#### **SECTION 5 STATION STAFFING**

The Ovilla Fire Department will staff the station with three TCFP-certified firefighters, at least two of whom will be EMT-P certified, from 0730 hours to 1730 hours and one TCFP-certified firefighter/paramedic with pump operator/driver training to work the additional fourteen hours each day to provide 24-hour coverage. This staffing will be supplemented with at least one volunteer firefighter who will staff the station from 7:00 p.m. to 7:00 a.m. each day. The six current Captain positions will be retained.

#### **SECTION 6 COMPENSATION**

The district agrees to pay City a total of \$110,000 during the agreement period for the provision of services and station staffing as outlined within this agreement. A \$80,000 payment will be made in April of 2013. A \$30,000 payment will be made on September 30, 2013.

#### **SECTION 7. MONTHLY REPORTS**

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

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

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

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

**SECTION 8.  
DISTRICT'S OFFICE**

The District will designate the Larry C. Marlow Fire Annex building as the District's office as required by Section 775.036 (f) of the Texas Health and Safety Code. The District will also have use of a computer workstation in the Fire Annex, computer server hard drive space for District's accounting software and documents, and area for a District filing cabinet. The Fire Chief will determine access to the Fire Annex and use of a computer workstation by District Emergency Commissioners

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

**SECTION 9.  
TERMINATION**

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

**SECTION 10.  
ENTIRE AGREEMENT**

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

**SECTION 11.  
GOVERNMENTAL IMMUNITY**

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

**SECTION 12.  
LEGAL AUTHORITY**

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

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

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

**SECTION 13.  
SEVERABILITY**

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

**SECTION 14.  
EXHIBITS**

The exhibits identified below are a part of this agreement:

1. Exhibit A (Dispatch Procedures).

Signed this \_\_\_\_\_ day of September, 2012.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #2

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

Its: \_\_\_\_\_

CITY OF OVILLA

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

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

Existing Fire Dept Staffing

Option #1

Asst Chief	60 hrs per pay period	\$25 hr	1,560
<hr/>			
1 24hr x 365 days		8,760	
1 12 hr x 261 days		3,132	
1 10hr x 365		<u>3,650</u>	
		15,542	
Captains	24 hr x 252 days	6,048	
Fire Fighters	24 hr x 113 days	2,712	
	12 hr x 261 days	3,132	
	10 hr x 365 days	<u>3,650</u>	
	Total FF	<u>9,498</u>	
Total all shifts one year		15,542	
Total Dept. Hours			17,102
	Increased Dept. Hours	0	
Officer in charge add.	\$0.50 hr.		

Option #2      2 x 24 hr and 1 at 8 hr w/ Asst. Chief

Asst Chief	60 hrs per pay period	\$25 hr	1,560
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1 24hr x 365		8,760	
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1 24hr x 365		8,760	
--------------	--	-------	--

1 8hr x 261		<u>2,088</u>	
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	Total all shifts	19,608	
--	------------------	--------	--

Captains	24 hr x 252 days	6,048	
----------	------------------	-------	--

Fire Fighter	24 hr x 478 days	11,472	
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Fire Fighter	08 hr x 261	<u>2,088</u>	
--------------	-------------	--------------	--

13,560

Total all shifts		19,608	
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Total Dept. Hours			21,168
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	Increased Dept. Hours	4,066	
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Other factors

Officer in charge add.    \$0.50 hr.

Option #3

2 at 24 hr and Asst. Chief

Asst Chief	60 hrs per pay period	\$25 hr	1,560
<hr/>			
1 24hr x 365		8,760	
1 24hr x 365		<u>8,760</u>	
	Total all shifts	17,520	
	Total with Asst. Chief		19,080
Captains	24 hr x 252 days	6,048	
Fire Fighter	24 hr x 478 days	11,472	
	Total All Shifts	17,520	
	Total Dept. Hours		19,080
	Increased Dept. Hours	1906	

Officer in charge add. \$0.50 hr.



AGENDA ITEM REPORT

REGULAR AGENDA

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

Meeting Date: September 10, 2012

Department: Fire

Discussion  Action

Budgeted Expense:  YES  NO  N/A

<b>Attachments:</b>	
I. Proposed Contract	
<b>Agenda Item / Topic:</b>	
<b>ITEM 2.</b>	<b>DISCUSSION/ACTION</b> – Consider a proposed Fiscal Year 2012-2013 Contract for fire protection services with Emergency Services District #4.
<b>Discussion / Justification:</b>	
This contract is essentially the same contract we have been working under for several years. However, ESD #4 has been put on notice that this is the last year either RO or Ovilla will provide the current fire service without an increase.	
<b>Recommendation / Staff Comments:</b>	
Staff recommends approval.	
<b>Sample Motion(s):</b>	
<p><b>“I MAKE A MOTION THAT THE COUNCIL APPROVES / DENIES THE PROPOSED FISCAL YEAR 2012-2013 CONTRACT FOR FIRE PROTECTION SERVICES WITH EMERGENCY SERVICES DISTRICT #4.”</b></p>	

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

THIS AGREEMENT is made and entered into this \_\_\_\_day of \_\_\_\_\_, 2012, by and between Ellis County Emergency Services District #4, a political subdivision of the State of Texas, hereinafter referred to as "District" and the City of Ovilla, a municipal corporation located in Ellis County, Texas, hereinafter referred to as "City.";

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

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

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

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

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

**SECTION 1  
TERM**

The term of this Agreement shall be for a period of one (1) year, which shall commence upon execution of this Agreement by all parties, unless sooner terminated as provided herein. The City has the option to renew the term of this Agreement for two (2) additional terms of one (1) year each, on the same terms and conditions set forth herein. Should the City desire to renew the Agreement, the City shall provide written notice of renewal to the District at least sixty (60) days prior to termination. The District may provide notice that it accepts the City's renewal in writing at least thirty (30) days prior to termination. Should either party choose not to renew the Agreement, the Agreement will terminate one (1) year after the Effective Date.

**SECTION 2  
SERVICES PROVIDED**

The services to be rendered in accordance with this Agreement by the City are the fire protection and emergency medical first responder services normally rendered by City to citizens of Oak Leaf to specific areas within the District, as determined by agreement with the Ovilla Fire Chief and as stated in the "Scope of Services," attached as Exhibit A of this agreement and incorporated herein. The City will provide all personnel as well as all equipment necessary to perform the fire protection and emergency first responder services.

**SECTION 3  
RESPONSE AREA AND DISPATCH PROCEDURES**

The Fire Chief for the City of Ovilla will establish response criteria, response area, and dispatch procedures for all calls within the boundaries of the District as reflected in the District Map, attached as Exhibit B, and as stated in the Scope of Services, attached hereto as Exhibit A. The cities of Oak Leaf and Pecan Hill are included in the boundaries of ESD #4. The city of Red Oak, Ovilla and Glenn Heights do not fall within the boundaries of the ESD #4.

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

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

**SECTION 5  
COMPENSATION**

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

The ESD agrees to pay the City 30% of the annual revenue, which is to be budgeted for fire protection as approved by the ESD #4 Board on an annual basis, during the term of the agreement as outlined within this agreement. ESD 4 agrees will provide an annual budget to each city. Payments will be made in three (3) equal payments of the amount based upon annual agreed budget. These payments will be made no later than the last day of January, May and September of the contract year. Payment is to be delivered to the Fire Chief, 105 S. Cockrell Hill Road. The ESD will be solely liable for these payments from its revenues. The title to any capital equipment purchased by the ESD shall be vested in the City.

The City shall be solely responsible for all costs related to performance of its duties under this Agreement.

**SECTION 6  
DISTRICT'S OFFICE**

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

**SECTION 7  
MONTHLY REPORTS**

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

**SECTION 8  
TERMINATION**

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

**SECTION 9  
ENTIRE AGREEMENT**

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

**SECTION 10  
GOVERNMENTAL IMMUNITY**

The fact that District and City accept certain responsibilities relating to the rendition of fire protection services and emergency medical services (first responder) under this Agreement as a

part of their responsibility for providing protection for the public health, makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be and it is hereby invoked to the extent possible under the law. Neither district nor city waives nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

#### **SECTION 11 INDEPENDENT CONTRACTOR**

It is understood and agreed that the services of the City are furnished by Ovilla as an independent contractor and City shall exercise independent discretion and judgment to determine the method, manner and means of performance of its contractual obligations. .

#### **SECTION 12 LEGAL AUTHORITY**

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

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

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

#### **SECTION 13 SEVERABILITY**

In the event that any one 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 the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

#### **SECTION 14 EXHIBITS**

The exhibits identified below are a part of this agreement:

1. Exhibit A (Response Procedures).

2. Exhibit B (District Map).

**SECTION 15  
ASSIGNMENT**

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

**SECTION 16  
GOVERNING LAW**

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

**SECTION 17  
NOTICE TO PARTIES**

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

Notice to District:

Attn:  
Address 1,  
Address 2

Notice to City:

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

With copy to:

*(Signature Page to Follow)*

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #4

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

Its: \_\_\_\_\_

CITY OF Ovilla

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

Mayor

Attest:

\_\_\_\_\_  
City Secretary

Approved as to Form:

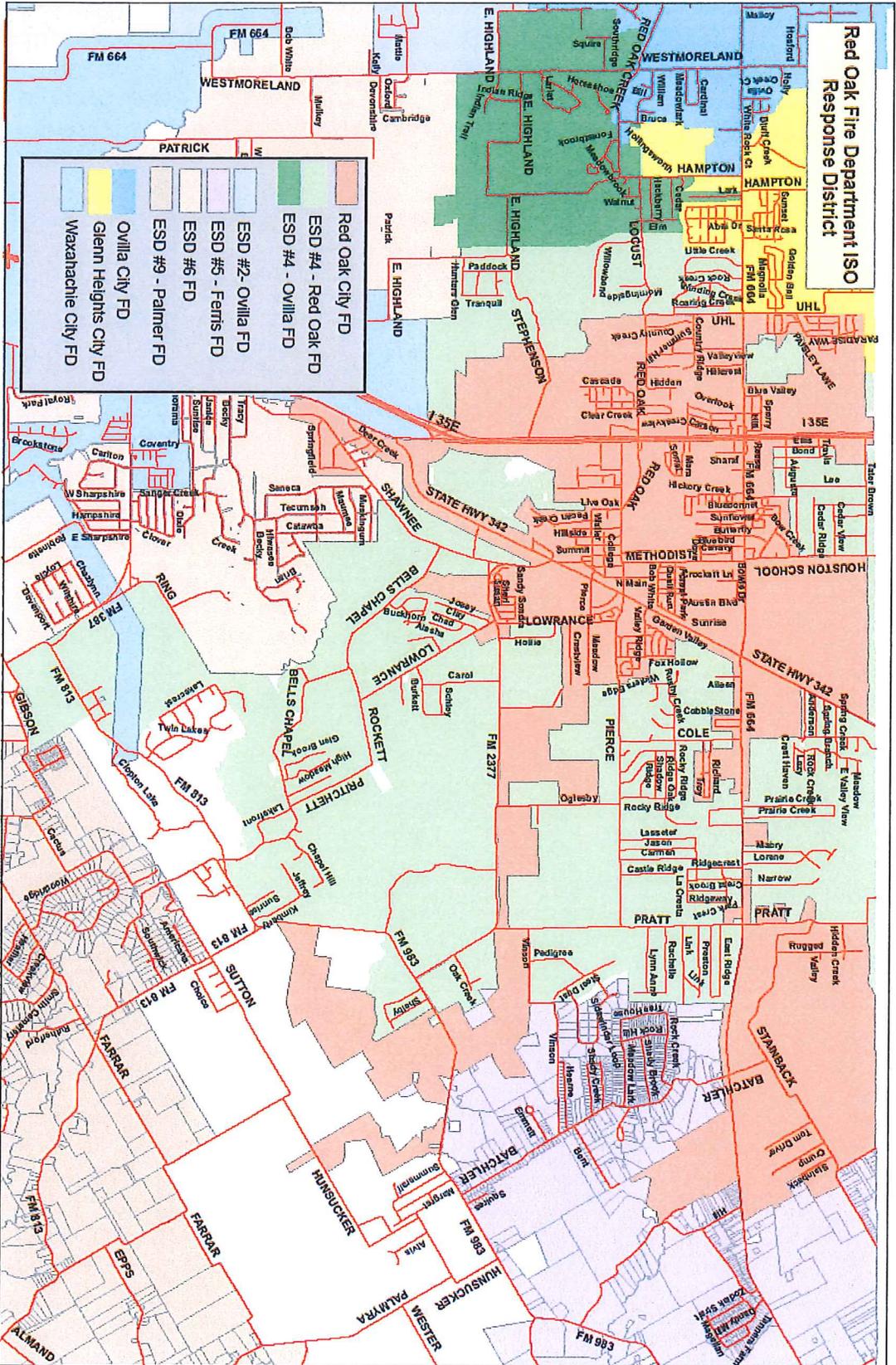
\_\_\_\_\_  
City Attorney

**EXHIBIT A**  
**SCOPE OF SERVICE**

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

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

EXHIBIT B  
DISTRICT MAP





AGENDA ITEM REPORT

REGULAR AGENDA

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

Meeting Date: September 10, 2012

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

<b>Attachments:</b>
1. Proposed Resolution 2. Email 3. Memorandum from Lloyd Gosselink 4. SB 898
<b>Agenda Item / Topic:</b>
<b>ITEM 3. DISCUSSION/ACTION</b> – Consider Resolution 2012-012 establishing energy conservation goals as required by TX Health and Safety Code §388.005.
<b>Discussion / Justification:</b>
The 82 <sup>nd</sup> TX Legislature mandates the adoption of energy conservation goals from non-attainment jurisdictions.
<b>Recommendation / Staff Comments:</b>
Staff recommends approval.
<b>Sample Motion(s):</b>
<b>“I MAKE A MOTION THAT THE COUNCIL APPROVES / DENIES THE PROPOSED RESOLUTION 2012-012 AS PRESENTED.”</b>

**RESOLUTION 2012-012**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS ESTABLISHING ENERGY CONSERVATION GOALS AS REQUIRED BY TEXAS HEALTH AND SAFETY CODE § 388.005, AS AMENDED BY SENATE BILL 898 OF THE 82<sup>ND</sup> LEGISLATIVE SESSION OF 2011, STATE OF TEXAS; REQUIRING THE FILING OF AN ANNUAL REPORT ON COMPLIANCE WITH THE CITY'S ENERGY CONSERVATION GOALS WITH THE STATE ENERGY CONSERVATION OFFICE ("SECO") ON A FORM PROVIDED BY SECO; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Senate Bill 898 of the 82nd Legislative Session of 2011 amends the Texas Health and Safety Code § 388.005, to require political subdivisions in nonattainment areas to establish a goal to reduce electric consumption by at least five percent each state fiscal year for 10 years beginning September 1, 2011; and

**WHEREAS**, the City of OVILLA, Texas ("City") is a political subdivision located in a nonattainment area or in an affected county, not otherwise exempted from having to establish an energy conservation goal; and

**WHEREAS**, Senate Bill 898 requires the City to file an annual report of energy conservation efforts with SECO on a form to be provided by SECO; and

**WHEREAS**, reduction in consumption of electricity at City electric accounts will reduce electric generation requirements, which will in turn have a beneficial impact on ERCOT system reliability, air quality, and the City's budget.

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

Section 1: The City hereby establishes a goal that electricity consumption be reduced by five percent each fiscal year for ten years, beginning September 1, 2011.

Section 2: The City file an annual energy consumption goal compliance report with SECO on a form provided by SECO.

Section 3: This resolution shall become effective immediately upon its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF \_\_\_\_\_,**

**TEXAS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.**

APPROVED:

\_\_\_\_\_  
TOM LEVERENTZ, Mayor

ATTEST:

\_\_\_\_\_  
PAMELA WOODALL, City Secretary

## Pam Higgins

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**From:** Caitlin Bowdish [cbowdish@resolvedenergy.com]  
**Sent:** Wednesday, August 29, 2012 3:51 PM  
**To:** Caitlin Bowdish  
**Cc:** rcmoravec@tcaptx.com; gmg@lglawfirm.com  
**Subject:** Senate Bill 898 Reporting Requirements, Action Needed  
**Attachments:** 2012.08.28 Memo to TCAP Cities re SB 898 Requirements.doc; 2012.08.28 Resolution for SB 898.doc; Senate Bill 898, 82(R).pdf

**Importance:** High

The passage of Senate Bill 898 (SB 898) by the 82nd Texas Legislature signified the continuance of Senate Bill 12 (SB 12) of the 80th Texas Legislature, which extends the mandates for Texas' political jurisdictions to reduce their electrical consumption through the use of energy efficiency strategies and practices. **You are receiving this email as your entity is located in one of the 41 non-attainment counties required to submit this report.**

Additional information regarding SB 898 can be found at the SECO website:  
<http://www.seco.cpa.state.tx.us/sb898compliance.php>

In previous years, I have provided you with your SB 12 reporting data in early spring to comply with the April/May reporting timeline. With the passage of SB 898, the state fiscal year baseline remains the same, however the reporting deadline has been moved up to October 1st. The reporting format remains the same, with the additional option for entities to submit for exemption from annual reporting if the entity represents it has reviewed all available options, all cost effective measures have been implemented, and no additional measures can be taken.

You should expect to receive your reporting data from me, along with the latest reporting template and instructions, in mid September so that you may file for the **October 1st deadline**. **As with SB 12, the legislature has required that affected cities adopt the 5% per year reduction goal. Attached is an informational memo and sample resolution from Geoffrey Gay, TCAP's legal counsel to assist you with process. Also attached for your information is the text of SB 898.**

Please don't hesitate to contact me or Randy Moravec, TCAP's executive Director, if you have any questions regarding this issue.

Thanks you,

Caitlin Bowdish

Contract Engineer

512.949.9918

Mr. Gay's Direct Line: (512) 322-5875  
Email: ggay@lglawfirm.com

## MEMORANDUM

TO: TCAP Cities In Nonattainment Areas

FROM: Geoffrey M. Gay

DATE: August 28, 2012

RE: Required Establishment of Energy Conservation Goals and Annual Report to State Energy Conservation Office ("SECO"); Resolution Attached

The Texas Health and Safety Code § 388.005 requires that Cities in nonattainment areas commit to reduce energy consumption each year by at least five percent (5%). Previously, nonattainment area cities were required in the 2007 legislative session to meet that goal for six years beginning September 1, 2007. Last year, the legislature amended § 388.005 in Senate Bill 898 to extend the required annual reductions for ten years beginning September 1, 2011.

While your city has likely previously adopted the energy conservation goal of 5% reduction each year, it is important that your city now renew that goal through 2021 by City Resolution, if that has not been done since the end of the 82nd Legislative Session.

The goal is impractical for a variety of reasons, not the least of which is the fact that most street lights (which in some cities can account for 50% of the city's electric consumption) are unmetered. But, nonetheless, the legislature has required that nonattainment area cities adopt the 5% per year reduction goal. **A resolution is attached which will accomplish that objective.**

In addition to adopting the required energy conservation goal, the resolution reminds the nonattainment area city that the statute requires the filing of an annual compliance report. Caitlin Bowdish, a consultant to TCAP, will assist you with data that may be useful in completing the compliance report form supplied by SECO.

To the extent that your City does not meet the 5% reduction requirement in any given year, you must provide justification that your City has already implemented all available cost effective measures. If you file such justification that includes a representation that the City has reviewed all available options and has determined that no additional measures are cost effective and that all available cost effective measures have been implemented, your City is exempt from having to file future reports, if a subsequent report would indicate no change in status. See § 388.005(d).

**NOTE:** There are no penalties in the statute for failure to adopt the energy conservation goals, failure to meet the goals, or failure to file the required reports. However, your City is urged to attempt compliance, and Ms. Bowdish will be available to assist in that effort.

1 AN ACT  
2 relating to energy efficiency programs in institutions of higher  
3 education and certain governmental entities.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

5 SECTION 1. Subsections (c), (d), and (e), Section 388.005,  
6 Health and Safety Code, are amended to read as follows:

7 (c) Each political subdivision, institution of higher  
8 education, or state agency shall establish a goal to reduce the  
9 electric consumption by the entity by at least five percent each  
10 state fiscal year for 10 ~~[six]~~ years, beginning September 1, 2011  
11 ~~[2007]~~.

12 (d) A political subdivision, institution of higher  
13 education, or state agency that does not attain the goals  
14 established under Subsection (c) must include in the report  
15 required by Subsection (e) justification that the entity has  
16 already implemented all available cost-effective measures. An  
17 entity that submits a report under this subsection indicating that  
18 the entity has reviewed its available options, has determined that  
19 no additional measures are cost-effective, and ~~[it]~~ has already  
20 implemented all available cost-effective measures is exempt from  
21 the annual reporting requirement of Subsection (e) if a subsequent  
22 report would indicate no change in status. An entity may be  
23 required to provide notice that it is exempt to the State Energy  
24 Conservation Office.

1 (e) A political subdivision, institution of higher  
2 education, or state agency annually shall report to the State  
3 Energy Conservation Office, on forms provided by that office,  
4 regarding the entity's goal, the entity's efforts to meet the goal,  
5 and progress the entity has made under this section. The State  
6 Energy Conservation Office shall provide assistance and  
7 information to the entity to help the entity meet ~~[the]~~ goals  
8 established ~~[set]~~ under this section. The office must develop and  
9 make available a standardized form for reporting purposes.

10 SECTION 2. Section 388.006, Health and Safety Code, is  
11 amended to read as follows:

12 Sec. 388.006. STATE ENERGY CONSERVATION OFFICE EVALUATION.  
13 The State Energy Conservation Office annually shall provide the  
14 commission and the laboratory with an evaluation of the  
15 effectiveness of state and political subdivision energy efficiency  
16 programs, including programs under this chapter. The laboratory  
17 shall calculate, based on the evaluation and the forms submitted to  
18 the office, the amount of energy savings and estimated reduction in  
19 pollution achieved as a result of the implementation of programs.  
20 The laboratory shall share the information with the commission, the  
21 United States Environmental Protection Agency, and the Electric  
22 Reliability Council of Texas to help with long-term forecasting and  
23 in estimating pollution reduction.

24 SECTION 3. This Act takes effect September 1, 2011.



AGENDA ITEM REPORT

REGULAR AGENDA

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

Meeting Date: September 10, 2012

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Attachments:

- 1. Proposed Ordinance and exhibit (map of area)

Agenda Item / Topic:

ITEM 4. DISCUSSION/ACTION – Consider Ordinance 2012-014, providing for the inclusion of an area receiving longstanding treatment as part of the Municipality pursuant to Section 41.003 of the TX Local Government Code.

Discussion / Justification:

During the preparation of a new City Map the surveyors said this area of the subdivision was not included in the original annexation. However, since the area has received services from the city and has been treated as in the city for a period of at least 20yrs. It only takes this ordinance to correct.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

“I MAKE A MOTION THAT THE COUNCIL APPROVES / DENIES THE PROPOSED ORDINANCE 2012-014 AS PRESENTED.”

**ORDINANCE 2012-014**

**AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, PROVIDING FOR THE INCLUSION OF AN AREA RECEIVING LONGSTANDING TREATMENT AS PART OF THE MUNICIPALITY PURSUANT TO SECTION 41.003 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.**

**WHEREAS**, Texas Local Government Code Section 41.003 provides that an irrebuttable presumption attaches to the inclusion within a city any area that has been functionally a part of that city for 20 years; and

**WHEREAS**, the records of the City of Ovilla indicate that the area designated in Exhibit "A," attached hereto and incorporated herein for all purposes, (the "Area") has been treated and provided for as a part of the City of Ovilla for at least the preceding 20 years; and

**WHEREAS**, the City of Ovilla has provided municipal services, including police protection, to the Area and has treated the Area as part of the City of Ovilla during the preceding 20 years; and

**WHEREAS**, there has not been a final judicial determination during the preceding 20 years that the Area is outside the boundaries of the City of Ovilla; and

**WHEREAS**, there is no pending lawsuit that challenges the inclusion of the Area as part of the City of Ovilla;

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

**SECTION 1: FINDINGS OF FACT**

The City Council of the City of Ovilla hereby makes and adopts the following findings of fact:

1. The records of the City of Ovilla indicate that the Area has been a part of the City of Ovilla for at least the preceding 20 years; and
2. The City of Ovilla has provided municipal services, including police protection, to the Area and has treated the Area as part of the City of Ovilla during the preceding 20 years; and
3. There has not been a final judicial determination during the preceding 20 years that the Area is outside the boundaries of the City of Ovilla; and
4. There is no pending lawsuit that challenges the inclusion of the Area as part of the City of Ovilla.

**SECTION 2: INCLUSION OF AREA INTO CITY**

The City Council of the City of Ovilla finds and determines that as the requirements of Texas Local Government Code Section 41.003(b) for inclusion of the Area have been met, that the inclusion of the Area into the City of Ovilla is not contestable, and, therefore, the Area is hereby deemed to be a part of the City of Ovilla for all purposes.

**SECTION 3: SAVINGS CLAUSE**

In the event that any other Ordinance of the City of Ovilla heretofore enacted is found to conflict with the provisions of the Ordinance, this Ordinance shall prevail.

**SECTION 4: 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 separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 5: EFFECTIVE DATE**

Because of the nature of interest and safeguard sought to be protected by this Ordinance and in the interest of health, safety and welfare of the citizens of the City of Ovilla, 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 hereof as an alternative method of publication provided by law.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Ovilla, Texas, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Tom Leverentz, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

BEING approximately 43 acres of land comprised of Lots 1-18 Block E of WESTMORELAND ROAD ESTATES NO. 3, an addition to the City of Ovilla, Ellis County, Texas, according to the plat recorded in Cabinet A, Slide 733 of the Plat Records of Ellis County, Texas, and Lots 1-9, Block F and Lots 1-9, Block G, WESTMORELAND ROAD ESTATES NO. 4, an addition to the City of Ovilla, Ellis County, Texas, according to the plat recorded in Cabinet A, slide 777-778 of the Plat Records of Ellis County, Texas. Said 43 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the center line of Hosford Road;

THENCE NORTHERLY approximately 1,345 feet, along the West boundary line of said Lots 1-9, Block F WESTMORELAND ROAD ESTATES NO. 4 to a point in the South right-of-way line of Silver Spur Lane;

THENCE NORTHERLY approximately 1,423 feet, along the West boundary line of Lots 1-9 of said Block E WESTMORELAND ROAD ESTATES NO. 3 to a point of the Northwest corner of said Lot 9;

THENCE EASTERLY approximately 686 feet, along the North boundary line of said Lots 9, 10, and 11 of said Block E WESTMORELAND ROAD ESTATES NO. 3 to a point at the Northeast corner of said Lot 10;

THENCE SOUTHERLY approximately 2,762 feet, along the East boundary line of Lots 10-18 of said Block E WESTMORELAND ROAD ESTATES NO. 3 and the East boundary line of aforesaid Lots 1-9, Block G WESTMORELAND ROAD ESTATES NO. 4 to a point in the center line of aforesaid Hosford Road;

THENCE WESTERLY approximately 678 feet, along the center line of said Hosford Road to the POINT OF BEGINNING containing approximately 43 acres of land.

COMMON BOUNDARY LINE  
BETWEEN CITY OF OVILLA  
AND CITY OF GLENN HEIGHTS  
CAUSE No. 81-6301-J

JUNE 29, 1987

SISSON, WELDON & PAULA RAY  
VOL.2004237/7387

1233

MAY 9, 1969  
OF OVILLA, 15 AC

MAY 9, 1969  
OF OVILLA, 15 AC

MAY 9, 1969  
OF OVILLA, 15 AC

MAY 9, 1969  
OF OVILLA, 10 AC

MAY 9, 1969  
OF OVILLA, 10 AC

MAY 9, 1969  
OF OVILLA, 14.27 AC

YOUNG RICHARD  
VOL.99097/1853

LAUGHLIN, N C

HUNKE, LOUIS A  
& MARSHA H  
INT. 200900250213

MCFADDEN, DAVID D  
VOL.2003111/15568

Little Creek  
2883'

MOBLEY, MARY SUE  
VOL.992347/4660

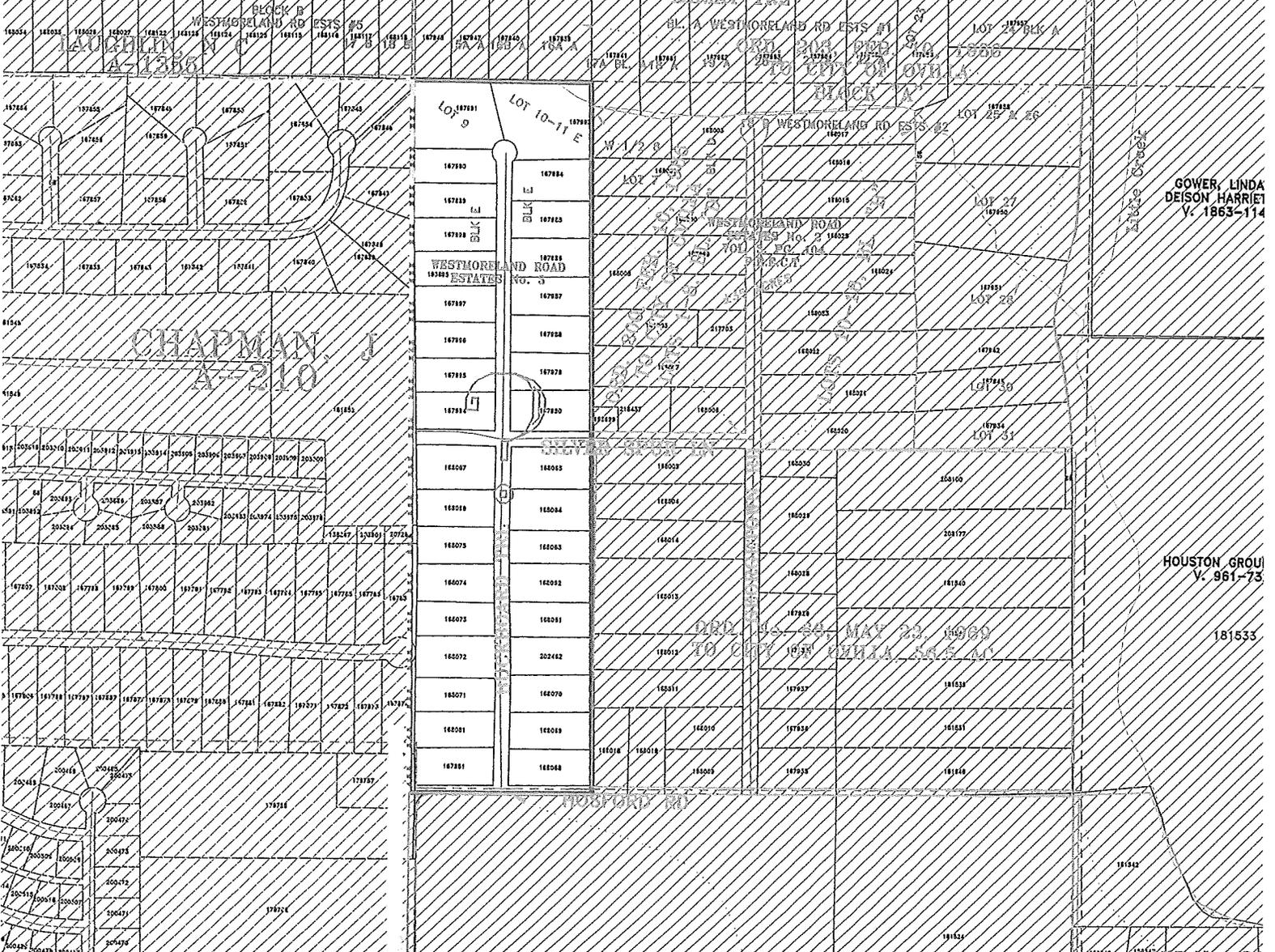
510'

LOT 1, BLK A  
WESTMORELAND  
ROAD ESTATES

989'

1000'

323'

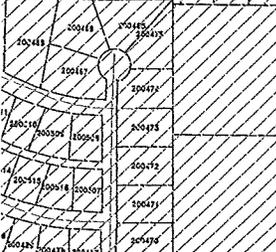


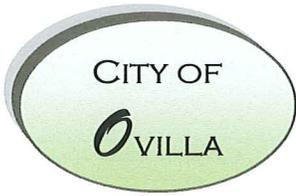
GOWER, LINDA  
DEISON HARRIET  
V. 1863-114

HOUSTON GROUP  
V. 961-73

181533

181542





AGENDA ITEM REPORT

REGULAR AGENDA

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

Meeting Date: September 10, 2012

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Attachments:

1. N/A

Agenda Item / Topic:

ITEM 5. **DISCUSSION/ACTION** – Consider the appointment, employment, evaluation, reassignment, or duties of the following: (Section 551.074 Personnel Matters)

- Randy Whiteman, City Administrator
- Pam Woodall, City Secretary

Discussion / Justification:

Annual evaluations of the City Administrator and City Secretary

Recommendation / Staff Comments:

Sample Motion(s):

**Randy Whiteman:**

**“I MAKE A MOTION THAT THE COUNCIL APPROVES / DENIES THE EVALUATION OF CITY ADMINISTRATOR MR. WHITEMAN.”**

**Pam Woodall:**

**“I MAKE A MOTION THAT THE COUNCIL APPROVES / DENIES THE EVALUATION OF CITY SECRETARY PAM WOODALL.”**

# CERTIFIED EXECUTIVE SESSION AGENDA

Date: 10 SEPTEMBER 2012

\*\*\*\*\*

I, Tom Leverentz, Mayor Pro-Tem of the City of Ovilla, Texas hereby convene into Executive Session at \_\_\_\_ p.m. on the 10th day of September 2012.

The following Council Members were in attendance:

Council Members

Staff Members

Others

- \_\_\_ Tom Leverentz, Mayor
- \_\_\_ Richard Dormier, Mayor Pro-Tem
- \_\_\_ Place 1, Ralph Hall
- \_\_\_ Place 2, Larry Stevenson
- \_\_\_ Place 3, David Griffin
- \_\_\_ Place 4, Doug Hunt

- \_\_\_ R. Whiteman, City Administrator
- \_\_\_ P. Woodall, City Secretary
- \_\_\_\_\_

- \_\_\_ City Attorney
- \_\_\_ Other Legal Counsel

**The following is an agenda of an Executive Session of the City of Ovilla, Texas, held pursuant to the Texas Open Meetings Act, Government Code Section:**

- \_\_\_ 551.071 - Consultation w/Attorney
- \_\_\_ 551.072 - Real Property
- \_\_\_ 551.073 - Deliberations about Gift
- \_\_\_ 551.074 - Personnel Matters
- \_\_\_ 551.076 - Security Personnel or Devices
- \_\_\_ 551.086 - Test item (SB 595)
- \_\_\_ 551.087 - Economic Development Negotiations (SB1851)
- \_\_\_ 418.183 - Homeland Security

Said Executive Session has been conducted in order to deliberate on the following matters:

**ITEM 5. DISCUSSION/ACTION** – Consider the appointment, employment, evaluation, reassignment, or duties of the following: (Section 551.074 Personnel Matters)

1. Randy Whiteman, City Administrator
2. Pam Woodall, City Secretary

- Consider action as a result of discussion.

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

I, Tom Leverentz, Mayor, hereby adjourn the Executive Session at \_\_\_\_ p.m. on the 10th day of September 2012. No Action was taken. Any action, as a result of this Executive Session, will be taken and recorded in open session.

I certify that this agenda is a true and accurate record of the proceedings.

\_\_\_\_\_  
Tom Leverentz, Mayor