

# City of OILLA City Council

Rachel Huber, Place One

Dean Oberg, Place Two

David Griffin, Place Three, Mayor Pro Tem

Richard Dormier, Mayor

Doug Hunt, Place Four

Michael Myers, Place Five

John R. Dean, Jr. City Manager

## NOTICE OF CITY COUNCIL BRIEFING SESSION 105 S. Cockrell Hill Road, Ovilla, TX 75154

Monday, September 10, 2018

6:00 P.M.

Council Chamber Room

## AGENDA

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

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the September 10, 2018 Briefing Session Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, [www.cityofvilla.org](http://www.cityofvilla.org), on the 7<sup>th</sup> day of September 2018 prior to 6:00 p.m., in compliance with Chapter 551, Texas Government Code.



  
Pamela Woodall

Pamela Woodall, City Secretary

DATE OF POSTING: 9-7-2018 TIME: 10:00  am/ pm  
DATE TAKEN DOWN: \_\_\_\_\_ TIME: \_\_\_\_\_ am/ pm

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

# *City of Ovilla City Council*

*Rachel Huber, Place One*

*Dean Oberg, Place Two*

*David Griffin, Place Three, Mayor Pro Tem*

*Richard Dormier, Mayor*

*Doug Hunt, Place Four*

*Michael Myers, Place Five*

*John R. Dean, Jr. City Manager*

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

*Monday, September 10, 2018*

*6:30 P.M.*

*Council Chamber Room*

## **AGENDA**

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Ovilla, to be held on **Monday, September 10, 2018** at **6:30 P.M.** in the Ovilla Municipal Building, Council Chamber Room, 105 S. Cockrell Hill Road, Ovilla, Texas, 75154, for the purpose of considering the following items:

**I. CALL TO ORDER**

- Invocation
- US. Pledge of Allegiance and TX Pledge

**II. COMMENTS, PRESENTATIONS**

▪ **Citizen Comments**

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

▪ **Presentations**

1. 2018 Proclamation, *Break the Silence Sunday*.

**III. CONSENT AGENDA**

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

- C1. July 2018 Financial Transactions over \$5,000
- C2. Resolution R2018-31 approving a negotiated settlement between the ATMOS Cities Steering Committee (ACSC) and ATMOS Energy Corp., Mid-Tex Division regarding the company's 2018 rate review mechanism filings; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement.
- C3. Authorize the Mayor to execute an annual Interlocal Cooperation Agreement for Fire Protection and First Responder Services with Ellis County Emergency Services District #2.
- C4. Council Meeting Calendar Dates and Annual Holidays.
- C5. Appointment of Stephanie Heimbuch to serve a term on the Board of Adjustment Member Place 4 (currently serving as an alternate member to the BOA Place 7).
- C6. Minutes of the August 13, 2018 Briefing Session and Regular Meeting.

**III. PUBLIC HEARING**

**PUBLIC HEARING** – Receive public comment on the Proposed Fiscal Year 2018-2019 Budget.

**IV. REGULAR AGENDA**

**ITEM 1. DISCUSSION/ACTION** – Consideration of and action on Ordinance 2018-17 approving and adopting the Budget and making appropriations for the support of the City Government of the City of Ovilla, Texas for the Fiscal Year beginning October 01, 2018 and ending September 30, 2019; providing an effective date.

# *City of Ovilla City Council*

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*John R. Dean, Jr. City Manager*

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**ITEM 2.** ***DISCUSSION/ACTION*** – Consideration of and action on Ordinance 2018-18 levying, assessing and fixing the tax rate for the use and support of the municipal government of the City of Ovilla, Texas, and providing for the Debt Service Fund for Fiscal Year 2018-2019 and apportioning each levy for the specific purpose, and providing for collection of all annual taxes provided by state law; and providing an effective date.

**ITEM 3.** ***DISCUSSION/ACTION*** – Consideration of and action on Ordinance 2018-19 of the City of Ovilla, Texas, ratifying the budget for the 2018-2019 tax year that raised more revenue from property taxes than in the previous year.

**ITEM 4.** ***DISCUSSION/ACTION*** – Consideration of and action on approval of the City Manager to execute a contractual agreement between the City of Ovilla and Community Waste Disposal (CWD) for a municipal solid waste collection, transportation, recyclable and disposal contract, effective December 01, 2018.

**ITEM 5.** ***DISCUSSION/ACTION*** – Consideration of and action on Ordinance 2018-20 of the City of Ovilla, Texas, amending Appendix A, Article A7.000, Section A7.003(A) of the Code of Ordinances of the City of Ovilla; establishing a monthly water rate for residential and nonresidential customers; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

**ITEM 6.** ***DISCUSSION/ACTION*** – Consideration of and action on Ordinance 2018-21 of the City of Ovilla, Texas, to amend Chapter 13, Article 13.03, Section 13.03.112(A) of the Code of Ordinances of the City of Ovilla establishing requirements for determination of wastewater flow and; amend Chapter 13, Article 13.03.113 of the Code of Ordinances of the City of Ovilla establishing acceptable methods for applying for service; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

**ITEM 7.** ***DISCUSSION/ACTION*** – Consideration of and action on the official ballot for the election of Places 11-14 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool.

**ITEM 8.** ***DISCUSSION/ACTION*** – Receive recommendation from the Planning and Zoning Commission to consider and act on a Site Plan submitted by Mr. John Matthews for the creation, installation and operation of Cassaro Winery, located at 704 W. Main Street, Ovilla, Texas.

**ITEM 9.** ***DISCUSSION*** – Review and discuss an Ordinance regulating the operation of golf carts on public streets and providing for a penalty for the violation of this ordinance.

**ITEM 10.** ***DISCUSSION*** – Review and discuss an Ordinance of the City of Ovilla, amending Chapter 8, “Offenses and Nuisances,” Article 8.01 “General Provisions,” of the Code of Ordinances of the City of Ovilla, Texas, prohibiting the sale of alcoholic beverages within certain distances of churches, schools, and hospitals.

**ITEM 11.** ***DISCUSSION*** – Review and discuss revisions to the Employee Handbook.

**ITEM 12.** ***DISCUSSION/ACTION*** – Consideration of and action on adoption of a revised standard schedule of pay in accordance with Section 9.03.034 of the Ovilla Code of Ordinances.

# *City of Ovilla City Council*

*Rachel Huber, Place One*

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*John R. Dean, Jr. City Manager*

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**ITEM 13.** **DISCUSSION** – Discuss Article 3.06 (Signs) of the Ovilla Code of Ordinances and direct staff as necessary.

**ITEM 14.** **DISCUSSION** – Discuss progress and receive updates on activities related to 2018 Heritage Day celebration, Saturday, September 22, 2018.

**ITEM 15.** **DISCUSSION** – Receive update regarding the July 10, 2017 Order of Abatement constituting a “Nuisance Outside Storage” under Article 8.02 of the Code of Ordinances of the City of Ovilla, at 101 Oakwood Lane, Ovilla, TX 75154.

**ITEM 16.** **DISCUSSION/ACTION** – Consideration of any item(s) pulled from the Consent Agenda above for individual consideration and action.

## **IV. DEPARTMENT REPORTS**

- **Department Activity Reports / Discussion**
  - Police Department Chief B. Windham
  - 2. Monthly Report
  - Fire Department A-Chief K. Lindsey
  - 3. Monthly Report
  - Public Works Director B. Piland
  - 4. Monthly Report
    - 1. Monthly Park Maintenance Reports
  - Finance Department Accountant L. Harding
  - 5. July 2018 Financials
  - 6. Bank Balances through September 05, 2018
  - Administration
    - 7. Monthly Code/Animal Control Reports
    - 8. Monthly Municipal Court Report
    - 9. City Manager Reports
  - Code/AC Officer M. Dooly
  - City Secretary P. Woodall
  - City Manager, John R. Dean, Jr.

## **VI. 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).*

Closed Meeting called pursuant to Texas Government Code §551.072 – Real Property.

**ITEM 1.** **DISCUSSION/ACTION** – Closed session called pursuant to Section §551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property.

Closed Meeting called pursuant to Texas Government Code §551.074 – Personnel Matters.

**ITEM 2.** **DISCUSSION/ACTION** – Deliberate the appointment, employment, evaluation, reassignment and/or duties of the City Secretary. (Annual evaluation.)

Closed Meeting called pursuant to Texas Government Code §551.074 – Personnel Matters.

**ITEM 3.** **DISCUSSION/ACTION** – Deliberate the appointment, employment, evaluation, reassignment and/or duties of the City Manager. (Annual evaluation.)

## *City of O'VILLA City Council*

*Rachel Huber, Place One*

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*David Griffin, Place Two*

*Richard Dormier, Mayor*

*Doug Hunt, Place Four*

*Michael Myers, Place Five*

*John R. Dean, Jr. City Manager*

## **VII. REQUESTS FOR FUTURE AGENDA ITEMS AND/OR ANNOUNCEMENTS BY COUNCIL AND STAFF**

## VIII. ADJOURNMENT

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Pamela Webb

**Pamela Woodall, City Secretary**

**DATE OF POSTING:**

9.07.2018 TIME: 10:00

TIME: 10:00

am/pm

**DATE TAKEN DOWN:**

141

am/pm

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



# PROCLAMATION

WHEREAS, October is Domestic Violence Awareness Month, 90.9 KCBI, the Gatehouse, Genesis Women's Shelter, and UNITE Greater Dallas are raising awareness and educating the public about this issue, asking churches to speak out against domestic violence of women and their children; and

WHEREAS, each minute, 20 people are victims of domestic violence in the United States, and nearly one in four women will be victims of domestic violence; and

WHEREAS, victims are deprived of their autonomy, liberty and security, and face tremendous obstacles in maintaining their health and safety; and

WHEREAS, on **Break the Silence Sunday**, we pledge to speak out against domestic violence, reaffirming our dedication to do justice and to forging a city where no one suffers the hardships that domestic violence causes and are committed to doing everything in our power to uphold the right to be free from violence and abuse; and

WHEREAS, 90.9 KCBI, the Gatehouse, Genesis Women's Shelter, and UNITE the Greater Dallas are committed to raise awareness of domestic violence and help rescue and provide new pathways to those who have been caught in this cycle."

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Ovilla, Texas, to be affixed this 10 day of September in the year of our Lord two thousand eighteen.

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Richard A. Dormier  
Mayor of Ovilla

Attest

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Pamela Woodall  
City Secretary

Mayor Pro Tem/Place 3 David Griffin,  
Council Member Place 1 Rachel Huber, Council Member Place 2 Dean Oberg,  
Council Member Place 4 Doug Hunt, Council Member Place 5 Michael Myers  
City Manager John R. Dean, Jr.

CONSENT ITEMS C1 – C6

Meeting Date: September 10, 2018

Department: Administration/Finance/Fire

Discussion Action

YES NO N/A

Submitted by: Staff

Amount: N/A

Attachments:

- C1. July 2018 Financial Transactions over \$5,000
- C2. Resolution R2018-31 approving a negotiated settlement between the ATMOS Cities Steering Committee (ACSC) and ATMOS Energy Corp., Mid-Tex Division regarding the company's 2018 rate review mechanism filings; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement.
- C3. Authorize the Mayor to execute an annual Interlocal Cooperation Agreement for Fire Protection and First Responder Services with Ellis County Emergency Services District #2.
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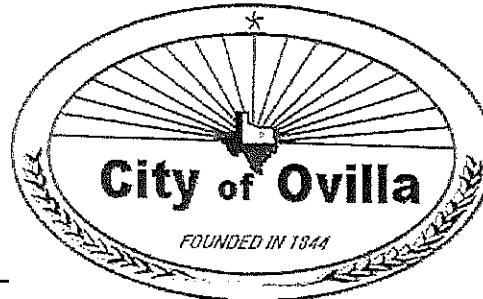
Discussion / Justification:

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move to approve the consent items as presented.



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DATE: September 10, 2018

TO: Honorable Mayor and Council Members

FROM:  
Linda Harding, Accountant

SUBJECT: Transactions Over \$5,000 For July 2018

**City of Ovilla Expenditures Over \$5,000  
for the Month of JULY 2018**

Date	Check#	General Fund Payee	Description	Amount
** Now in Alphabetical Order				
07/06/2018	47892	Bureau Veritas North America, Inc.	Inspections	\$ 8,557.54
07/20/2018	47963	Citibank	Credit Card Payment	6,084.79
07/20/2018	47953	Progressive Waste Solutions of TX, Inc.	Solid Waste	20,561.04
07/12/2018	DRAFT	QuickBooks Payroll Service	Created by Payroll Service on 07/10/2018	50,078.06
07/26/2018	DRAFT	QuickBooks Payroll Service	Created by Payroll Service on 07/24/2018	56,746.30
07/17/2018	47928	STATE COMPTROLLER	STATE CRIMINAL COST & FEES QTR END 06 30 18	21,724.68
07/16/2018	47913	T. M. R. S.	Retirement	23,577.49
07/06/2018	47904	TEXAS MUNICIPAL LEAGUE IRP	Quarterly TML Insurance Pmt.	16,547.00
07/16/2018	47915	U.S. Bank	Interest/Principal - Debt Service	483,075.00
07/17/2018	47933	United Health Care	HEALTH AUGUST	12,385.94
07/13/2018	47910	United States Treasury	75-1399345	8,339.16
07/27/2018	47966	United Health Care	75-1399345 per end 7 21 18	9,607.92
<b>Total General Fund Transactions \$5,000 and Over</b>				
				<b>\$ 717,284.92</b>

Date	Check#	Water & Sewer Fund Payee	Description	Amount
<b>Water &amp; Sewer Fund</b>				
07/21/2017	16829	City of Dallas	Water	32,302.95
07/13/2017	16821	City of Ovilla General Fund	pr 7 14 17	13,165.18
07/17/2017	16823	City of Ovilla General Fund	Garbage transfer for JUNE	21,262.86
07/28/2017	16837	City of Ovilla General Fund	pr 7 28 17	13,571.81
07/07/2017	16818	Trinity River Authority of Texas	Sewer	23,897.00
07/21/2017	16834	Trinity River Authority of Texas	Sewer	12,830.00
<b>Total Water &amp; Sewer Fund Transactions \$5,000 and Over</b>				
				<b>\$ 117,029.80</b>

09.10.2018

## Consent C2

To  
Honorable Mayor  
and Council

Comments: Resolution R2018-31 has been reviewed and approved by legal counsel.

From  
John R. Dean, CM

### BACKGROUND AND JUSTIFICATION

### MODEL STAFF REPORT

CC

### BACKGROUND AND SUMMARY

The City, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members earlier this year. On or about April 1, 2018, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2017, entitled it to additional system-wide revenues of \$42.0 million. Application of the standards set forth in ACSC’s RRM Tariff required Atmos to reduce its request to \$27.4 million. After review of the consultants’ report, the Company offered to settle for a system-wide increase of \$25.9 million. Following further negotiations, ACSC’s Executive Committee agreed to recommend a system-wide rate increase of \$24.9 million. That increase when allocated to ACSC members results in an increase of \$17.8 million. The Effective Date for new rates is October 1, 2018. ACSC members should take action approving the Resolution before the end of September.

### PROOF OF REVENUES

Atmos generated proof that the rate tariffs attached to the Resolution will generate \$24.9 million in additional revenues on a system-wide basis. That proof is attached as Attachment 1 to this Staff Report. ACSC consultants have agreed that Atmos’ Proof of Revenues is accurate.

**City of Ovilla**

Tel 972-617-7262

105 S. Cockrell Hill Road  
Ovilla, Texas 75154

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



**BILL IMPACT**

Given the fact that ACSC demanded that Atmos reflect reduced federal income taxes in its cost-of-service, as reflected in the RRM Tariff adopted earlier this year, Atmos reduced its rates in March. The rate increase associated with the Resolution is largely offset by the lowered federal income tax rates, such that out-of-pocket expense to consumers should be roughly the same under new rates as what was experienced by consumers last winter. A bill impact comparison is attached as Attachment 2.

**SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS**

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

**EXPLANATION OF "BE IT ORDAINED" PARAGRAPHS**

1. This section approves all findings in the Resolution.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$24.9 million on a system-wide basis. Settling Cities will be responsible for \$17.8 million of the \$24.9 million.
4. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
5. This section approves an exhibit to be used in future rate cases or RRM filings regarding recovery of regulatory liabilities, such as excess deferred income taxes.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution.

8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for ACSC.

**Financial Impact:** N/A

**CONCLUSION**

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$42 million in additional system-wide revenues, the RRM settlement at \$24.9 million reflects savings of \$17.1 million. ACSC's consultants produced a report indicating that Atmos had justified increased revenues of at least \$21.7 million. Settlement at \$24.9 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution before September 30, 2018. New rates become effective October 1, 2018.

**STAFF RECOMMENDATION:**

**Options/Recommendation:** Staff recommends approval.

**RESOLUTION NO. R2018-31**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2018 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.**

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

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

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by

the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the RRM tariff was adopted by the City in a rate ordinance earlier this year; and

WHEREAS, on about April 1, 2018, Atmos Mid-Tex filed its 2018 RRM rate request with ACSC Cities based on a test year ending December 31, 2017; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2018 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$24.9 million on a system-wide basis (\$17.8 million of which is applicable to ACSC members); and

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

WHEREAS, the Exhibit A rate tariffs incorporate the federal income tax rates that became effective January 1, 2018; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B) and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability (Exhibit C); and

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

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

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

**Section 2.** That the City Council finds that the settled amount of an increase in revenues of \$24.9 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2018 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

**Section 3.** That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$24.9 million in revenue on a system-wide basis over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

**Section 4.** That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

**Section 5.** That amortization of regulatory liability shall be consistent with the schedule found in attached Exhibit C attached hereto and incorporated herein.

**Section 6.** That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2018 RRM filing.

**Section 7.** That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

**Section 8.** That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 9.** That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

**Section 10.** That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2018.

**Section 11.** That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

09.10.2018

## Consent C3

To  
**Honorable Mayor  
and Council**

Comments:

From  
**John R. Dean, CM**

### BACKGROUND AND JUSTIFICATION

The presented renewal cooperation agreement with the ESD #2 is the same as previous years except for the increase in payment to the city for \$12,000 for new/additional fire-fighting equipment.

CC

This Interlocal Agreement has been reviewed and approved by legal counsel.

**Financial Impact:** \$190,000 to be made in two payments and \$12,000 for equipment.

### STAFF RECOMMENDATION:

**Options/Recommendation:** Staff recommends approval.

**City of Ovilla**

Tel 972-617-7262

105 S. Cockrell Hill Road  
Ovilla, Texas 75154

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



**INTERLOCAL AGREEMENT FOR PROVIDING  
EMERGENCY SERVICES**

**STATE OF TEXAS** §  
§  
**COUNTY OF ELLIS** §

This Interlocal Agreement for Providing **EMERGENCY SERVICES** ("Agreement"), effective as of October 1, 2018, by and between **ELLIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2** ("District"), a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Health and Safety Code, as amended ("H&S Code") and the **CITY OF OVILLA** ("City"), a general law city duly organized and operating under the laws of the State of Texas.

**WITNESSETH**

**WHEREAS**, the District is a duly organized emergency services district, created to protect life and health, and for such other purposes as determined by the District under Chapter 775 of the H&S Code, with full authority to carry out the objects of its creation; and

**WHEREAS**, City is a general law city of the State of Texas; and

**WHEREAS**, District and City are authorized to enter into an agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

**WHEREAS**, District and City desire to enter into an agreement, whereby City will perform certain government functions and services for District, which functions and services will be limited to providing certain emergency services ("Emergency Services," as hereinafter defined) within the entire response area of the District ("Service Area," as hereinafter defined); and

**WHEREAS**, District and City agree that it is desirable, and District has determined that it is in the best interest of the residents and property owners of the District, to enter into an agreement for Emergency Services whereby the City will provide Emergency Services within the Service Area;

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree each with the other as follows:

**ARTICLE I.**  
**DEFINITIONS**

**Section 1.01** Definitions.

In addition to other terms defined herein, the following terms shall have the meanings assigned to them in this Article I whenever they are used in this Agreement.

A. Board. The Board of Commissioners for the District.

B. Service Area. The geographic area of the District as it exists from time to time. City acknowledges that the Service Area boundaries are subject to change from time to time as a result of District annexations or de-annexations.

C. Emergency Services. All fire protection and suppression services, rescue, emergency medical and other services to be made available to the District pursuant to this Agreement. Emergency Services include:

1. Fire protection and suppression to protect people and property;
2. Fire prevention education; and
3. Emergency medical service as a first responder organization, including, but not limited to, providing advanced life support and emergency medical treatment on scene, including the use of certain techniques such as automatic external defibrillators; and
4. Other services, as may be mutually agreed upon in writing by the District and City.

D. Equipment. All apparatus and related equipment provided by District for use by City in providing the Emergency Services under this Agreement.

E. Fiscal Year. The period from October 1 through September 30.

F. Facilities. The Larry C. Marlow Fire Station Annex ("Fire Annex"), located at 105 S. Cockrell Hill Road, Ovilla, Texas 75154.

## **ARTICLE II.** **REPRESENTATIONS AND WARRANTIES**

### **Section 2.01 District's Representations and Warranties.**

The District represents and warrants that it is a political subdivision of the State of Texas created and operating pursuant to the H&S Code and has the authority to enter into this Agreement and the transactions contemplated hereby, and to carry out its obligations.

### **Section 2.02 City's Representations and Warranties.**

A. City is a general law city, a political subdivision of the State of Texas, created and operating pursuant to the Texas Constitution and the Texas Local Government Code, and has the authority to enter into this Agreement and the transactions contemplated hereby and to carry out its obligations.

B. Neither the execution or delivery of this Agreement nor the consummation of the transactions or fulfillment of the obligations contemplated hereby conflicts with or results in a

breach of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which City is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever on any property or assets of City.

C. City is familiar with the boundaries of the Service Area.

## **ARTICLE III.**

### **SERVICE TO BE PROVIDED**

#### **Section 3.01 General.**

A. During the term of this Agreement, City will provide Emergency Services to the Service Area on a 24-hour-per-day, seven-day-a-week basis. The Emergency Services shall be performed in accordance with City's SOPs and City Fire Department personnel job qualifications as they exist on the effective date of this Agreement (or as subsequently modified, provided that such modified version is approved in writing by the District), and shall be at least equal to the Emergency Services provided by City within its corporate boundaries. City may, and it is anticipated that it will, call upon its mutual aid agreements with other Emergency Services providers in the event of a need for additional Emergency Services capability in the Service Area.

B. City agrees that in the event City receives official notice of an alleged material breach of compliance with state, local, or federal laws, regulations, or ordinances related to the City's obligations under this Agreement, City will notify the District within 10 working days of such alleged breach. City will notify the District of the final disposition of such allegations within 10 working days of receipt of written notice.

C. City's Fire Chief or his/her designated representative agrees to attend the District's regular or special meetings when requested by the Board.

#### **Section 3.02 Personnel.**

A. City shall only utilize responsible, competent, and well-trained personnel in delivering the Emergency Services and must conduct regularly scheduled training sessions to ensure fulfillment of this duty, in accordance with the City's SOPs, City Fire Department personnel job qualifications, and the regulations promulgated by the Texas Commission on Fire Protection and the Texas Department of State Health Services.

B. At all times, City shall maintain a minimum on-duty staffing at the Ovilla Fire Station of at least three individuals who are certified as firefighters by the Texas Commission on Fire Protection ("TCFP") and at least two of these individuals shall be licensed Paramedics.

C. City shall retain at least five Captain positions for Emergency Services personnel.

D. City will maintain a personnel policy for all Emergency Services employees, which must include policies addressing discrimination, sexual harassment, and chain of command. The policy must be made available to the District upon request.

**Section 3.03 Facilities and Equipment.**

A. District will provide certain Equipment and Facilities, as set forth on Exhibit "A", for use by City in providing the Emergency Services to the Service area, as well as for use by City in providing emergency services within its own geographical boundaries and in providing mutual or automatic aid, as set forth in Section 3.06. City may also use any other District facilities or equipment not referenced on Exhibit "A" in order to provide Emergency Services. District may, in its reasonable discretion and from time to time, make substitutions and additions to the Equipment listed on Exhibit "A" without further amendment to this Agreement.

B. The parties agree that all Facilities and Equipment belonging to the District and/or paid for by the District, in whole or in part, and used in the provision of the Emergency Services, are and will remain under the sole ownership, management and budgetary authority of the District, and that any equipment and personnel of the City used in the provision of the Emergency Services are and will remain under the sole ownership, management and budgetary authority of the City.

C. Maintenance:

1) City agrees to use the Equipment only in a manner contemplated by any and all applicable guidelines, warranties and NFPA Codes. City shall maintain all Equipment in good condition and repair, save for normal wear and tear. City agrees and acknowledges that it is responsible for all costs of operation and maintenance of the Equipment, including, but not limited to, fuel, repairs, preventative maintenance, tire replacement, insurance coverage (as provided in Article IV), daily cleaning, and general upkeep of the Equipment.

2) City is responsible for supplying any equipment not included on Exhibit "A" or otherwise provided by District in accordance with Section 3.03A.

D. Damage to or Removal of Equipment or Facilities:

1) Any damage to Equipment or Facilities arising out of misuse, abuse, or negligence on the part of City personnel will be the sole responsibility of City. In the event of a dispute as to the existence of misuse, abuse or negligence, the parties will each select a representative and will agree upon a neutral third-party to act as arbitrator and will submit to binding arbitration.

2) City shall not remove any Equipment for use in other locations without the District's prior written approval.

E. Facilities:

1.) City shall have exclusive right to occupy the Fire Annex and to use the Fire Annex for governmental uses and purposes, including using the Fire Annex as a fire station.

2.) City shall have the sole responsibility to keep, maintain, repair and operate the Facilities and all the improvements to the Facilities at City's sole cost and expense. City shall maintain the Facilities and the improvements and appurtenances thereto, in a presentable condition consistent with good business practice and in a safe, neat and good physical condition.

3.) City agrees that in the event it shall become necessary to make changes to the plumbing, wiring or similar installations of the Facilities, City will make such changes and installations at its sole cost and expense.

4.) City shall assume and pay for all costs or charges for utility services furnished to the Facilities during the term of this Agreement.

5.) City shall provide for the adequate sanitary handling and disposal away from the Facilities of all trash, garbage and other refuse caused or created as a result of the operation of its governmental business.

#### **Section 3.04      Dispatch Services**

The City acknowledges that the City of Midlothian will dispatch all responses to calls for Emergency Services originating within the Service Area. The City shall respond to all calls to which it is dispatched by the City of Midlothian.

#### **Section 3.05      Reporting to District.**

##### **A.      Reports**

The City shall provide reports in a timeframe and format as agreed to by the District's Board and the City's Fire Chief.

##### **B.      Other Information**

The City shall provide or cause to be provided to the District, or to any agent of the District, such reports or information concerning the Emergency Services provided by the City as the District may reasonably request. Such reports may include, at the District's discretion, response times for the various calls made by the City, types of calls, and any other information reasonably requested by the District.

#### **Section 3.06      Non-Exclusive Agreement and Mutual Aid.**

City hereby acknowledges and agrees that it has a responsibility to the Service Area under this agreement as well as to the City. The District hereby acknowledges that the City also serves and will continue to serve the City.

#### **Section 3.07      Approvals and Permits.**

City must obtain and maintain all necessary licenses, permits, and approvals, as the case may be, that are necessary from any governmental bodies or agencies having jurisdiction in connection therewith for the provision of Emergency Services to the Service Area as called for by this Agreement.

**Section 3.08      District Office and Meeting Location.**

A. The District has entered into a Lease Agreement with the City for the real property on which the Fire Annex is located, effective February 8, 2016. The previous Lease and Sublease between the parties were terminated by mutual agreement.

B. The District will continue to designate the Fire Annex as the District's office as required by Section 775.036 (f) of the Texas Health and Safety Code. The City shall provide this office for the District at no cost to the District. The City shall also provide the District with use of a computer workstation in the Fire Annex, computer server hard drive space for District's accounting software and documents, and a climate-controlled area for a District filing cabinet, all at no cost to the District. The City's Fire Chief will determine what constitutes reasonable access to the Fire Annex and use of a computer workstation by District Commissioners, but in no event shall "reasonable access" be less than seven, 24-hour periods per month.

C. Additionally, 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 at no cost to the District.

**ARTICLE IV.  
INSURANCE AND INDEMNIFICATION**

**Section 4.01      Insurance.**

A. City facilities and equipment: The City must insure all of the City's facilities and equipment, or cause them to be insured, for loss or damage of such kind usually insured against by entities similarly situated. The City shall designate the District as an additional insured on any liability insurance or liability risk pool coverage that covers any Emergency Services offered by the City.

B. Equipment. City shall insure the Equipment, and shall designate the District as a loss payee and additional insured on the policy or policies covering the Equipment. City shall secure a letter from the insurer's underwriter indicating that any District personnel who may occasionally use the Equipment are covered by the policy or policies, and provide a copy of that letter to the District within 10 days of annual policy renewal during each year this Agreement is in place.

C. Facilities. Beginning January 1, 2017, City shall insure the Facilities for all risks and in an amount agreeable to the District that will fully cover the total value of the Facilities. Such insurance shall list District as a loss payee and additional insured. The City shall provide a copy of the certificate of insurance on the Facilities to the District within 10 days of annual policy renewal during each year this Agreement is in place.

D. Workers Compensation Insurance: At all times during the term of this Agreement, City must maintain Worker's Compensation Insurance with respect to all paid employees, and volunteer members that volunteer directly for the City.

**Section 4.02 Indemnification.**

To the fullest extent permitted by law, each party shall and does hereby agree to indemnify, protect, defend, and hold harmless the other party, its officers, agents and employees, for, from and against all claims, demands, liabilities, damages, costs, suits, losses, liens, expenses, causes of action, judgments, and fees (including court costs, attorney's fees, and costs of investigation), of any nature, kind, or description, by, through, or of any person or entity whomsoever arising out of, or alleged to have arisen out of, (in whole or in part) the Emergency Services to be performed, or in any way related to the Emergency Services..

**Section 4.03 Liability**

Specifically citing Texas Government Code Section 791.006 (a-1), the parties agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing first response EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, is the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual party performing such acts. This specifically includes, but is not limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The parties agree that the assignment of liability described in this Article IV is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

It is expressly understood and agreed that a Party will not be held liable for the actions of any of the other Party's employees or volunteer members while in any manner furnishing services under this Agreement.

**ARTICLE V.**  
**PAYMENTS**

**Section 5.01 Preparation of Budget.**

A. The City agrees to submit, for review by the District, a preliminary draft of the portion of the City's proposed budget that relates to the provision of Emergency Services. The City agrees to submit the updated budgetary information to the District at least 30 days before final adoption by the City Council.

B. The City's budget must include all operation, maintenance and capital expenses proposed by the City for Emergency Services.

**Section 5.02 Payments to City.**

A. In consideration of City providing the Emergency Services under this Agreement, District will pay to City a sum, based on a contract price of \$190,000 per year, to be paid as follows:

- 1) Initial payment of \$95,000 due March 15, 2019; and
- 2) A Final payment of \$95,000 due September 15, 2019.

B. In further consideration of City providing the Emergency Services under this Agreement, District will pay to City a one-time sum of \$12,000 within 30 days after receiving the City's written confirmation of the purchase of a firefighting/EMS equipment, the total price of which must equal or exceed \$12,000 in order for the City to receive the full amount of the one-time payment.

C. For any shift where there are less than three firefighters on duty, the District will deduct \$360 from the next applicable payment in Section 5.02 for each firefighter below the minimum staffing of three.

D. Expenses incurred during the term may be paid only with funds from the Fiscal Year's budget associated with the term.

**Section 5.03 Payments from Current Revenues.**

All payments made by either party under this Agreement shall be from current revenues.

**ARTICLE VI.  
MISCELLANEOUS**

**Section 6.01 Acquisition, Title to and Ownership of Assets**

A. Pursuant to State law, all assets provided to the City or assets purchased or leased at any time using District funds, whether such funds were used to acquire or lease the asset in whole or in part, shall remain the property of the District regardless of title, and regardless of how or by whom the asset is used. If the District provides less than 100% of the funds required to purchase or lease an asset, the District's ownership in that asset shall be equal to the proportionate share of the funds provided.

B. From the Effective Date of the Agreement forward and notwithstanding any other provision in this Agreement, the District retains an ownership interest in all assets acquired or leased using District funds, whether funded by the District in whole or in part, in proportion to the amount of the acquisition price or lease expense paid by the District. The District agrees to make such assets fully available to, and to place such assets in the possession of, the City, to be used by the City in accordance with this Agreement and the protocols adopted by the City from time to time.

C. The City may not sell, trade, assign or convey to another person or entity any asset provided to the City by the District or acquired or leased in whole or in part using District funds without prior written approval of the District.

**Section 6.02 Independent Contractor.**

Nothing in this Agreement may be construed to make either party the partner or joint venturer of or with the other party. It is further agreed that in the performance of all obligations of City under this Agreement, City is an independent contractor with the right to supervise,

manage, control, and direct the performance of the Emergency Services required under this Agreement. The District will look to City for results only and the District will not direct or oversee City or its agents, members, employees or volunteers in the delivery of such Emergency Services, or the manner, means, or methods by which the Emergency Services are performed or the manner in which City conducts its internal operations, except with regard to financial and fiscal matters.

**Section 6.03** Governmental Immunity

The fact that District and City accept certain responsibilities relating to the rendition of Emergency Services 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 6.04** Term of Agreement.

This Agreement is for the period of October 1, 2018 to September 30, 2019, after which time this Agreement shall terminate unless otherwise agreed to by the parties. Under no circumstances has the District agreed to pay funds to City or adopt a budget for certain levels of expenditures except upon the adoption, from time to time, of the referenced annual budgets, nor beyond any one year at a time under the term of this Agreement. The parties may, upon mutual agreement and consideration, renew the Agreement for successive one-year terms.

**Section 6.05** Termination of Agreement.

If either Party desires to terminate this Agreement without cause prior to the expiration of the term, such Party must provide at least 60 days' written notice to the other Party. In addition, a Party may terminate this Agreement for cause as a result of a material breach of this Agreement. If the termination of this Agreement is for cause, the non-breaching Party must provide the breaching Party written notice clearly identifying the specific breach and providing a minimum 30-day cure period prior to terminating this Agreement under this provision. This Agreement may only be terminated for a material breach after a right to cure period has been exhausted. In the event of termination by either party, the District shall compensate the City pro-rata for all Emergency Services performed through the termination date, together with any reimbursable expenses then due pursuant to this Agreement.

**Section 6.06 Notices.**

All notices, certificates or other communications hereunder shall be deemed given when delivered by regular mail, hand delivery, or facsimile addressed as follows:

If to District, at: President  
Ellis County Emergency Services District No. 2  
105 S. Cockrell Hill Road  
Ovilla, Texas 75154  
Facsimile: 888-603-8357

With a copy to: Kelli A. N. Carlton  
The Carlton Law Firm, P.L.L.C.  
2705 Bee Cave Road, Suite 200  
Austin, Texas 78746  
Facsimile: (512) 900-2855

If to City, at: City Manager  
City of Ovilla  
105 S. Cockrell Hill Road  
Suite 2  
Ovilla, Texas 75154  
Facsimile: \_\_\_\_\_

The District or City may by notice hereunder designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

**Section 6.07 Binding Effect.**

This Agreement inures to the benefit of and is binding upon the District and City.

**Section 6.08 Severability.**

In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof. Such invalid or unenforceable provision shall be severed from all other provisions while all other provisions remain in full force and effect.

**Section 6.09 Execution and Counterparts.**

This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original and all of which shall constitute one and the same instrument.

**Section 6.10 Captions.**

The captions or headings in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of any provision or section of this Agreement.

**Section 6.11 Governing Law.**

The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

**Section 6.12 Venue.**

This Agreement is fully performable and enforceable in Ellis County, Texas, wherein venue hereunder shall lie.

**Section 6.13 Entirety of the Agreement.**

This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter, save and except the Lease Agreement between the City and the District dated February 8, 2016.

**Section 6.14 Assignment and Modification**

City may not assign this Agreement, in whole or in part, without obtaining the prior written consent of the District. Further, this Agreement may be modified only by written mutual agreement and signed by both parties.

**IN WITNESS WHEREOF**, the District and City have executed this Agreement in their respective names, have affixed their respective seals, and the duly authorized officers have attested to the signatures.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

<b>ATTEST:</b>	<b>ELLIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2</b>
By: _____ <b>Tom Manning</b> Secretary, Board of Commissioners	By: _____ <b>Danny Long</b> President, Board of Commissioners
<b>ATTEST:</b>	<b>CITY OF OVILLA</b>
By: _____ Printed Name: _____ Title: _____	By: _____ Printed Name: _____ Title: Mayor

**EXHIBIT “A”**

The following Facility is part of the Agreement:

1. The Larry C. Marlow Fire Annex, located at 105 S. Cockrell Hill Rd., Ovilla, Texas 75154.

The following Equipment is part of the Agreement:

1. One 99576 000024 Lucas 2, 2.1 Chest Compression System;
2. One 2016 300205-497 Pierce Dash CF Pumper; and
3. Any additional Equipment purchased in whole or in part with District funds and placed in the service of the City under this Agreement.

09.10.2018

## Consent C4

To  
**Honorable Mayor  
and Council**

Comments:

From  
**John R. Dean, CM**

### BACKGROUND AND JUSTIFICATION

The Council meeting dates and holiday calendar are both customarily dates that are approved by Code and the majority would normally already be aware of and irrefutable. The same holidays have been in practice for years.

CC

Keeping a visual, documented calendar of Council meetings and traditional holidays offers positive and accountable planning. These dates will be posted on the city website.

Financial Impact: N/A

### STAFF RECOMMENDATION:

Options/Recommendation: Staff recommends approval.

**City of Ovilla**

Tel 972-617-7262

105 S. Cockrell Hill Road  
Ovilla, Texas 75154

[www.cityofvilla.org](http://www.cityofvilla.org)  
jdean@cityofvilla.org



## FY 2017-2018 Scheduled Council Meetings

Meeting dates may be subject to revision, rescheduling or the calling of a Special Council Meeting should the City Council of Ovilla have the need.

Tuesday, October 09, 2018

Monday, November 12, 2018

Monday, December 10, 2018

Monday, January 14, 2019

Monday, February 11, 2019

Monday, March 11, 2019

Monday, April 08, 2019

Monday, May 13, 2019  
General Election – TBD  
Canvass Election – TBD

Monday, June 10, 2019

Monday, July 08, 2019  
Budget Meetings – TBD

Monday, August 12, 2019  
Budget Meetings – TBD

Monday, September 09, 2019



### Ovilla City Council Members

Mayor Richard Dormier

Place 1	Rachel Huber
Place 2	Dean Oberg
Place 3	David Griffin
Place 4	Doug Hunt
Place 5	Mike Myers
City Manager	John R. Dean, Jr.

All City Council meetings are posted and conducted in accordance with the Open Meetings Act, Chapter 551 of the Local Government Code.

**2018-2019**  
***Fiscal Year Calendar & Holidays***

Columbus Day	Monday	October 8, 2018
Veteran's Day	Friday	November 09, 2018
Thanksgiving Holiday	Thursday Friday	November 22, 2018 November 23, 2018
Christmas Holiday	Monday Tuesday	December 24, 2018 December 25, 2018
New Year's Holiday	Tuesday	January 1, 2019
Martin Luther King Day	Monday	January 21, 2019
Presidents' Day	Monday	February 18, 2019
Good Friday (Easter )	Friday	April 19, 2019
Memorial Day	Monday	May 27, 2019
Independence Day Holiday	Thursday	July 04, 2019
Labor Day	Monday	September 2, 2019
*Heritage Day	Saturday – proposed	September 28, 2019
Personal Day!		

**Approved by Council during the September 10, 2018 Council Meeting**  
**\*Not a Holiday-Special Calendar Days**



# 2019

## Holidays & Observances

### January

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5		
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### February

Su	M	Tu	W	Th	F	Sa
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24	25	26	27	28		

### March

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### April

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### May

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### June

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### July

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### August

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### September

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### October

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### November

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### December

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### January

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### February

Su	M	Tu	W	Th	F	Sa
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### March

Su	M	Tu	W	Th	F	Sa
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### April

Su	M	Tu	W	Th	F	Sa
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### May

Su	M	Tu	W	Th	F	Sa
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31						

### June

Su	M	Tu	W	Th	F	Sa
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### July

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### August

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24	25	26	27	28	29	30

### September

Su	M	Tu	W	Th	F	Sa
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8	9	10	11	12	13	14
15	16	17	18	19</		

09.10.2018

## Consent C5

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To  
**Honorable Mayor  
and Council**

Comments:

From

**John R. Dean, CM**

### BACKGROUND AND JUSTIFICATION

The Board of Adjustment, Place 4, is vacant. Stephanie Heimbuch currently serves in an alternate position, Place 7. She desires appointment to the permanent position of Place 4.

CC

Financial Impact: N/A

### STAFF RECOMMENDATION:

Options/Recommendation: Staff recommends approval.

## City of Ovilla

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Tel 972-617-7262

105 S. Cockrell Hill Road  
Ovilla, Texas 75154

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

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This Information is a Public Record  
*Public Service opportunities are offered by the City Of Ovilla without regard  
 To race, color, national origin, religion, sex or disability.*

**CITY OF OVILLA**  
**BOARDS AND COMMISSIONS**  
**INFORMATION STATEMENT AND APPLICATION**

*The City of Ovilla desires qualified, interested citizens to serve on city boards and/or commissions. We appreciate your interest in Ovilla's current needs and future. If you believe you meet the requirements and have the allowed time to serve on a board or commission, please complete the following.*

**Board and commission members must meet the required qualifications listed below:**

- ✓ Be a resident of the city for at least 6 months prior to date of appointment;
- ✓ Be a qualified voter at the time of the appointment;
- ✓ Have no criminal record that is considered by the City Council to be so serious that it serves as a disqualification (i.e. felony conviction);
- ✓ Not be an adversary party to pending litigation or claim against the city (except for eminent domain proceedings);
- ✓ Not to be an employee or a business associate of either an adversary party or a representative of an adversary party;
- ✓ Not in arrears on city taxes, water service charges or other obligations owed to the city; and
- ✓ Have a creditable record of attendance and performance in any previous board service.

If you are interested in applying for more than one position, please indicate your top three choices in order of your preference by placing a number in the space to the left of the board/commission/committee for which you are applying (#1 being your 1<sup>st</sup> choice, #3 being your last choice)

**BOARDS, COMMISSIONS, COMMITTEES**      **MEETING INFORMATION**

Planning and Zoning Commission	1 <sup>ST</sup> Monday of each month or as necessary – 6:00 PM
<input checked="" type="checkbox"/> Board of Adjustment	3 <sup>rd</sup> Monday of each month or as necessary – 7:00 PM
<input type="checkbox"/> Economic Development Corporation	3 <sup>rd</sup> Monday of each month or as necessary – 6:00 PM
<input type="checkbox"/> Municipal Development District	As necessary
<input type="checkbox"/> Municipal Services Advisory Committee	As necessary
<input type="checkbox"/> Park Development & Improvement	As necessary

NAME

Stephanie Heimbuch

HOME ADDRESS

413 William Dr.  
Ovilla Tx 75154

HOW LONG HAVE YOU LIVED IN OVILLA? 1 yr

HOME TELEPHONE

BUSINESS TELEPHONE XXX-XXXX XXX-XXXX 74

PROFESSION

Curriculum Coordinator

INTERESTS painting, drawing, playing with my children  
+ gardening

1.) DO YOU HAVE EXPERIENCE THAT WOULD QUALIFY YOU FOR SERVING ON A PARTICULAR COMMITTEE?

I have served on many district or campus committees over my 21 years in education.

2.) HAVE YOU SERVED AS A MEMBER OF ANY MUNICIPAL BOARD OR COMMISSION IN OVILLA?

NO

3.) HAVE YOU SERVED AS A MEMBER OF ANY MUNICIPAL BOARD OR COMMISSION FOR ANOTHER MUNICIPALITY?

If yes to one or both, please list the municipality, committee and dates served:

NO

4.) PLEASE LIST ANY CIVIC OR COMMUNITY ACTIVITIES IN WHICH YOU MAY HAVE PARTICIPATED.

- ❖ Church organized events - many (OUMC)
- ❖ Red Oak district events - many
- ❖ Relay for Life committee

5.) DO YOU HAVE ANY RELATIVES THAT ARE CITY EMPLOYEES, MEMBER OF THE CITY COUNCIL OR SERVE ON ANY BOARD? (YES OR NO) If yes, please list:

6.) WHAT IS YOUR CURRENT PLACE OF EMPLOYMENT OR BUSINESS AFFILIATION? (Please indicate if you are self-employed, home-maker, retired) Red Oak ISD.

**STATEMENT OF INTENT:** If appointed, I agree to serve on the Board/Commission for which I have applied or to the Board/Commission to which I am needed.

Stephanie Heimbuch

SIGNATURE

4/13/16

DATE

Stephanie Heimbuch

PRINTED NAME OF APPLICANT



**CITY OF OVILLA OFFICIAL USE ONLY**

**DATE APPOINTED** \_\_\_\_\_ **COMMITTEE APPOINTED TO** \_\_\_\_\_

**RETURN TO CITY HALL,  
105 SOUTH COCKRELL HILL ROAD,  
OVILLA, TX 75154  
972-617-7262**

**ATTENTION: Pamela Woodall**

## **Glennell Miller**

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**From:** Heimbuch, Stephanie <stephanie.heimbuch@redoakisd.org>  
**Sent:** Tuesday, August 21, 2018 8:37 AM  
**To:** Glennell Miller  
**Subject:** RE: BOA Place 4

Good Morning G,

I am formally requesting to be considered for the vacant spot on the Board of Adjustments for Ovilla. Thank you so much for this consideration. Please let me know if I will need to be in attendance at the September Council meeting in September.

Have a blessed day!

Stephanie Heimbuch  
Curriculum Coordinator  
K-12 Math/Science/ STEAM Studio  
972-617-2941 X4674

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**From:** Glennell Miller <gmiller@cityofovilla.org>  
**Sent:** Tuesday, August 21, 2018 7:34 AM  
**To:** Heimbuch, Stephanie <stephanie.heimbuch@redoakisd.org>  
**Subject:** BOA Place 4

Good Morning,

I let Pam know that you would like to be considered for the vacant spot on the BOA. Pam said you should be on the Agenda for the Council meeting coming up in September. If you could send me an email for your request, just so we have it in writing.

Thank you so much!

G

*Glennell Miller  
Deputy City Secretary  
City of Ovilla  
Phone 972.617.7262  
Fax 972.515.3221*

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In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, gender, age, or disability.

De acuerdo a lo establecido por las leyes Federales y el Departamento de Agricultura de los EE.UU. (USDA, siglas en inglés), se prohíbe a este organismo la discriminación por raza, color, origen nacional, género, edad, o impedimentos de las personas.

# CITY OF OVILLA MINUTES

***Monday, August 13, 2018***

***City Council Briefing Session***

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

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

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The following City Council Members were present:

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

Mayor Dormier announced Council that all members were present, thus constituting a quorum. City Manager John R. Dean, Jr., department directors, and staff were also present.

## **CALL TO ORDER**

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

Mayor Dormier and City Manager John Dean gave a brief review of each item on the agenda. Questions on Consent Item C5 and Regular Agenda Items 2, 3, and 10 were briefly discussed and clarified. There were no other questions.

## **ADJOURNMENT**

Mayor Dormier adjourned the Briefing Session of the Ovilla City Council at 6:13 p.m.

ATTEST:

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Pamela Woodall, City Secretary

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Richard Dormier, Mayor

***Approved September 10, 2018***

# CITY OF OVILLA MINUTES

**Monday, August 13, 2018**

**Regular City Council Meeting**

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

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Mayor Dormier called the Regular Council Meeting of the Ovilla City Council to order at 6:32 p.m., with notice of the meeting duly posted. Mayor Dormier made the following public announcement asking all individuals to be cognizant of the two signs at the entrance to the Council Chamber room referencing Sections 30.06 and 30.07 of the *Penal Code, persons licensed under Subchapter H, Chapter 411, Government Code may not enter this property with a concealed handgun nor enter this property with a handgun that is carried openly.*

The following City Council Members were present:

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

Mayor Dormier announced Council all members were present, thus constituting a quorum. City Manager John R. Dean, Jr., department directors and various staff were also present.

## **CALL TO ORDER**

Pastor Brian Treadaway, Vertical Church gave the invocation. PL1 Huber led the recitation of the Pledge of Allegiance and the recitation of the Pledge to the Texas Flag.

## **COMMENTS & PRESENTATIONS**

### **Citizen Comments**

1. Mr. Matt Savino, wanted to introduce himself as a candidate running for US State Congress, District 10.
2. Others signed up to speak specifically on Item 6.

### **Presentation:**

1. Mayor Dormier read aloud the annual 2018 US Constitution Week Proclamation, presenting the Proclamation to DAR representatives and taking photos. DAR also distributed US Constitution pamphlets and appreciation document to Mayor Dormier.
2. Mr. Perry Kaemmerling, 907 Slippery Elm shared his opinion with justification asking the Council to consider the use of golf carts in the city. Printed ordinance examples were distributed as well as information from the Texas Municipal League.

## **CONSENT AGENDA**

- C1. June 2018 Financial Transactions over \$5,000
- C2. Committed Fund Balance
- C3. Investment Report for Quarter ended June 30, 2018.
- C4. Trinity River Authority Technical Services Fee Annual Agreement
- C5. Ordinance 2018-13 Granting ATMOS Energy Corporation a franchise.
- C6. Ordinance 2018-14 Budget amendment for police vehicle purchase.
- C7. Resolution R2018-27 approving take home vehicles.
- C8. Resolution R2018-28 amending Police equipment purchase.
- C9. ESD #4 Annual Agreement
- C10. Ordinance 2018-16 - Modify Sanitary Sewer System Engineering Design Standard Details
- C11. Minutes of the August 02, 2018 Special Budget Workshop Meeting.
- C12. Minutes of the July 09, 2018 Briefing Session and Regular Council Meeting.
- C13. Minutes of the July 05, 2018 Special Budget Workshop Meeting.

PL5 Myers moved to approve the consent items as presented, seconded by PL4 Hunt.

*No oppositions, no abstentions.*

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

#### **PUBLIC HEARING**

Receive presentation, recommendation and citizen comments on Ordinance 2018-15, amending Chapter 14, Article 5, Section 45.2 and 45.3, Terms of Office, meeting dates and procedure of the Board of Adjustment, providing an effective date.

- **PRESENTATION** was made by staff.
- Mayor Dormier opened the PUBLIC HEARING at 6:58 pm to receive comments from the public regarding Ordinance 2018-15. There were no comments in favor or in opposition. Mayor Dormier closed the Public Hearing at 6:59 pm.
- Council received a recommendation report from the Planning and Zoning Commission regarding Ordinance 2018-15.

#### **REGULAR AGENDA**

**ITEM 1.** ***DISCUSSION/ACTION*** – Receive recommendation report from the Planning and Zoning Commission to consider and act on Ordinance 2018-15, amending the text of the Comprehensive Zoning Ordinance No. 2010-013, as amended; providing for amendments to Section 45 Zoning Board of Adjustment to correct names and references, to amend terms of office, to amend meeting dates and to amend hearing and decision procedures; providing a savings clause; providing a severability clause; providing an effective date; and providing for publication.

Staff reported that there were certain sections of the Board of Adjustment that need amendments, specifically the meeting dates and time.

PL2 Oberg moved to approve Ordinance 2018-15, amending the text of the Comprehensive Zoning Ordinance No. 2010-013, as amended; providing for amendments to Section 45 Zoning Board of Adjustment to correct names and references, to amend terms of office, to amend meeting dates and to amend hearing and decision procedures; providing a savings clause; providing a severability clause; providing an effective date; and providing for publication, seconded by PL1 Huber.

*No oppositions, no abstentions.*

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

**ITEM 2.** ***DISCUSSION/ACTION*** – Receive recommendation from the Planning and Zoning Commission to consider and act on a screening wall along Shiloh Road for Bryson Manor Phase II.

Without representation from the Bryson Manor developer, the city manager recommended no action be taken.

*No Action.*

**ITEM 3.** ***DISCUSSION/ACTION*** – Consideration of and action on a concept plan submitted by Mr. John Matthews for the creation and installation of Cassaro Winery, located at 704 W. Main Street, Ovilla, Texas.

Mr. John Matthews advised Council and staff of his recent purchase of 704 W. Main Street and his plans to convert the existing house on the property into a winery. At a later date, he plans to hopefully build a residence to the back of the property, behind the winery. He shared a detailed summary of

his family background in the winery business his plans to renovate the entire site with intentions to decorate the exterior and interior in traditional Italian-style. A detailed drawing for the winery was included. Mr. Matthews would like to move forward with the formal process for a Site Plan Application. Council consensus was positive for the new development of the Historic Downtown area.

*No Action.*

**ITEM 4. DISCUSSION/ACTION** – Consideration of and action on Resolution R2018-29 approving the City of Ovilla Master Park Plan, providing an effective date.

City Manager John Dean reported to Council that the Parks Board and the EDC were working on a Master Park Plan for the past several months with assistance from GrantWorks. On July 16, 2018, a Joint Meeting of the Economic Development Corporation and Park Board approved a plan to recommend to the City Council for adoption. The plan meets the master plan needs to apply for future park grants. Staff provided the board recommended plan to the City Council for individual review on July 17<sup>th</sup>, 2018. The Plan does not identify specific years for specific improvements to be made. It leaves flexibility for the Council to choose which priorities will be completed in what order. The plan does spell out needs identified by GrantWorks and from survey respondents. Although we did receive survey responses from those outside of the city, only resident data was used to evaluate the responses. Ovilla will be applying for grants in the near future.

PL5 Myers moved to approve Resolution R2018-29 approving the City of Ovilla Master Park Plan, providing an effective date, seconded by PL2 Oberg.

*No oppositions, no abstentions.*

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

**ITEM 5. DISCUSSION** – Receive presentation from the Park Board Chair on a Founders Park Concept Plan.

Park Board Chair Treadaway addressed this item, explaining that during the June 18, 2018 Joint meeting of the Economic Development Corporation and the Park Board, three members volunteered to work on ideas for improvements to the downtown area. Drawings were presented for park and baseball field areas behind the municipal building to include a pavilion with a stage area (a Council desire for years) with walking sidewalk pathways and trails that go from the proposed "Founders Park" to Heritage Park. Rest stations to include historic signs that depict the history of Ovilla would be added along the walkway. This concept follows the City's Strategic Plan, as well as the Parks Master Plan.

Council consensus was positive with desires to move forward with a resolution for the naming of the downtown area and the presented future plans.

*No Action.*

**ITEM 6. DISCUSSION** – Discuss possible Lariat Trail improvements (sidewalks and speed control devices) and direct staff as necessary.

Staff was directed to research a possible sidewalk and speed control device options for Lariat Trail at the last regular City Council meeting. Since that time, increased police presence has increased on this street. Research revealed the following:

1. Speed bumps are not an acceptable traffic control measure for this road. Speed humps are a better option. They are wider and lower than speed bumps. Estimates on speed humps are around \$7,000 each.

2. The City Attorney holds that there is no liability if signage is posted warning of speed bumps or humps. However, we do live in a litigious society and there are many cities that have been held liable for damage caused by these types of devices.
3. Research also indicates a complaint that arises from speed bumps and speed humps is the noise created when vehicles pass over them. The noise is a nuisance for those living near the bumps or humps.
4. To construct a sidewalk 5 feet wide for the length of Lariat would cost approximately \$175,000.
5. Ovilla currently has a matching sidewalk grant program in which the City pays 50% of sidewalk improvements. We do not have funds allocated to this type of project in either the current or proposed budget.

Mayor Dormier allowed 7 individuals that signed up to speak on this item to approach the podium.

1. Jon Fitzmaurice - 211 Lariat Trail
2. Brianna Fitzmaurice - 211 Lariat Trail
3. Ozzie Molina - 224 Lariat Trail
4. Celina Molina - 205 Lariat Trail
5. Anna Frias - 200 Lariat Trail
6. Shane Chaddick - 231 Lariat Trail
7. Annette Chaddick - 231 Lariat Trail

All seven were residents of Ovilla living along Lariat Trail and implored Council to consider speed bumps or humps to slow traffic down. Each advised of the danger along their street.

*Discussion Only.*

**ITEM 7. DISCUSSION/ACTION** – Consideration of and action on a request for a Meritorious Exception filed by Barnett Signs as authorized by Dollar General Store, located at 2885 Ovilla Road, Ovilla, TX, to install an illuminated commercial pole sign, placed in the right-of-way, pursuant to Chapter 3, Section 3.06.012 Nonconforming Uses, of the Ovilla Code of Ordinances, authorizing the city manager to approve a permit.

Applicant representative Jacob Capetillo with Barnett Signs, Inc. was present with his request to replace a commercial illuminated pole sign on behalf of Dollar General Store, located at 2885 Ovilla Road. Applicant proposed to place the sign in the right-of-way and use materials not allowed by Code.

Proposed Sign description: 10' W x 5' H (Height at 20')

Proposed Material: steel bars

Proposed placement: Right-of-way – 10' set back (Dollar Store entrance)

Duration: This sign is for permanent placement.

Current Zoning: Commercial

Staff briefly reviewed excerpts from the Code to Council explaining that the sign was removed because of TX Dot work along 664. Dollar General asked to place a new sign of same materials in a different location. Council agreed that the right-of-way issue would be between Dollar General and TX Dot.

Mayor Pro Tem Griffin moved that Council approve a Meritorious Exception, as permitted by Section 3.06.012 of the Ovilla Code of Ordinances, filed by the Barrett Signs, Inc. as authorized agent to Dollar General Store, to construct a 10' x 5' illuminated pole sign at 10' set back at 2885 Ovilla Road, Ovilla, TX, authorizing the city manager to execute said permit, seconded by PL4 Hunt.

*No oppositions, no abstentions.*

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

**ITEM 8. DISCUSSION/ACTION** – Receive recommendation report from the Planning and Zoning Commission to consider and act on a request filed by Pamilee Koval as authorized by Thomas Waites, owner of property located at 713 W. Main Street, Ovilla, TX, for a Specific Use Permit to add a detached gazebo to the existing framed storage building known as *Snow Place Like Home*, authorizing the city manager to approve a permit.

Code Enforcement staff reported that the applicant had added a detached gazebo next to the existing framed-storage building, permitted to sell snow-cones and continued work after the City advised a halt on the project pending the approval of a Specific Use Permit and building permit. Section 27.2 of the Code does not allow building or structure to be erected without a SUP and/or permit. Section 24 – H of the Historic District specifies certain materials in the Historical Overlay District for exterior buildings:

1. Traditional materials of similar buildings in Ovilla
2. Wood, limestone, field stone, brick
3. New designs should be of historic styles and designs.

The Planning and Zoning Commission considered this item during their August 06 Regular meeting and provided a recommendation report for approval. Council voiced displeasure with the esthetic look of the structure and stressed the importance of the design especially being in the Historic downtown area of Ovilla.

PL4 Hunt moved to deny the request filed by Pamilee Koval as authorized by Thomas Waites, owner of property located at 713 W. Main Street, Ovilla, TX, for a Specific Use Permit to add the already constructed detached gazebo to the existing framed storage building known as *Snow Place Like Home*, directing Code to assist the applicant with bringing the structure compliant with Code and going through the proper site plan process or completely removing it within 90-days, seconded by PL2 Oberg. *No oppositions, no abstentions.*

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

**ITEM 9. DISCUSSION/ACTION** – Consideration of and action on requests for Meritorious Exceptions filed by Pamilee Koval as authorized by Thomas Waites, owner of property located at 713 W. Main Street, Ovilla, TX, to place a commercial banner-pole sign and a framed-board sign, both placed in the right-of-way, pursuant to Chapter 3 Building Regulations, Article 3.06 Signs, Section 3.06.012, of the Ovilla Code of Ordinances, authorizing the city manager to approve permits.

Applicant and authorized representative Pamilee Koval, requested to place two commercial signs in the right-of-way on the property of 713 W. Main Street:

1. Banner-flag sign on a steel pole -
  - a. Unknown size description
  - b. On a metal/steel pole
2. Framed board sign
  - a. Unknown size description
  - Unknown material (particle board or wood on chalkboard)

Duration: unknown if signs are for permanent placement.

Current Zoning: Commercial

Staff shared excerpts from the Code with Council with regard to the violation of the already erected signs (without permits).

*Richard Dormier, Mayor  
Rachel Huber, Place One  
Dean Oberg, Place Two*

*Doug Hunt, Place Four  
David Griffin, Place Three  
Michael Myers, Place Five*

Mayor Pro Tem Griffin moved that Council deny the Meritorious Exceptions filed by Pamilee Koval as authorized by Thomas Waites, owner of property located at 713 W. Main Street, Ovilla, TX, to place a commercial banner-pole sign and a framed-board sign, both placed in the right-of-way, pursuant to Chapter 3 Building Regulations, Article 3.06 Signs, Section 3.06.012, of the Ovilla Code of Ordinances, seconded by PL2 Oberg.

No oppositions, no abstentions.

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

**ITEM 10. DISCUSSION/ACTION** – Consideration of and action on requests for a Meritorious Exceptions filed by James Wade as authorized by Jimmie Wade, owner of property located at 711 W. Main Street, Ovilla, TX, to place multiple commercial signs, pursuant to Chapter pursuant to Section 3.06.012, of the Ovilla Code of Ordinances, authorizing the city manager to approve permits.

Applicant and authorized representative James Wade, requested to place multiple commercial signs, possibly 3 in the right-of-way on the property of 711 W. Main Street. The submitted application documents were incomplete.

1. Wall signs –
  - a. Unknown size description
  - b. North and south sides of building
2. Pole banner sign
  - b. Unknown size description
  - c. Possibly in the right-of-way
3. Double sided A-frame sign
  - a. Unknown size description
  - b. Unknown material
  - c. Possibly in the right-of-way
4. Monument marquee
  - a. Placement in the right-of-way

Duration: unknown if all signs are for permanent placement.

Current Zoning: Commercial

PL4 Hunt moved that Council deny Meritorious Exceptions filed by James Wade as authorized by Jimmie Wade, owner of property located at 711 W. Main Street, Ovilla, TX, to place multiple commercial signs, pursuant to Chapter pursuant to Section 3.06.012, of the Ovilla Code of Ordinances, seconded by PL2 Oberg.

No oppositions, no abstentions.

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

Mayor Dormier called for a meeting recess at 8:23 pm.

Mayor Dormier called the meeting back into session at 8:27 pm.

**ITEM 11. DISCUSSION/ACTION** – Consideration of and action on Resolution R2018-30 approving the City of Ovilla Authorized Staffing for FY 2019, providing an effective date.

During the budget process the City Council and staff reviewed and discussed staffing for FY 2019. Council was presented what was determined to be the staffing needs for the fiscal year to include the addition of a part-time Code Enforcement/Animal Control officer.

PL1 Huber moved to approve Resolution R2018-30 approving the City of Ovilla Authorized Staffing for FY 2019, providing an effective date, seconded by Mayor Pro Tem Griffin.

*No oppositions, no abstentions.*

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

**ITEM 12. DISCUSSION** – Discuss progress and receive updates on activities related to 2018 Heritage Day celebration, Saturday, September 22, 2018.

PL4 Hunt shared the progress of the upcoming Heritage Day event.

Sponsorship to date: \$5,000

Committed sponsorship: \$20,000

Grand Marshal: Heritage High School Soccer Team

Highlights: 110 booths that will include - Climbing wall, zip-line and slide combo. The Red Oak Opry will sign again, and lots of various food booths.

*Discussion only.*

**ITEM 13. DISCUSSION** – Discuss budgeted annual merit raises.

Council Member Oberg requested a merit pay increase report for the past three years from the City Secretary in July 2018. The document was presented to Council. Council Member Hunt requested this item be placed on the agenda at the August 2, 2018 Council meeting. Certain Council members questioned the grading system for employee merit raises and PL2 Oberg suggested reducing any increase to a maximum of 2% and to review the employee insurance coverage plans again too. The consensus of the Council was to allow and trust the City Manager to determine the incentive programs for employee merit increases and to try to stay with current Employment CPI. It was also noted that the insurance plans and 3% merit raises were already included in the proposed budget with affirmation from Council during the budget process.

*Discussion only.*

**ITEM 14. DISCUSSION/ACTION** – Consideration of any item(s) pulled from the Consent Agenda above for individual consideration and action.

*N/A*

**DEPARTMENT REPORTS** were presented by staff members:

- Department Activity Reports / Discussion
  - Police Department Chief B. Windham
    - Monthly Report
  - Fire Department A-Chief K. Lindsey
    - Monthly Report
  - Public Works Director B. Piland
    - Monthly Report
      - 1. Monthly Park Maintenance Reports
  - Finance Department Accountant L. Harding
    - June 2018 Financials
    - Bank Balances through August 06, 2018
  - Administration
    - Monthly Code/Animal Control Reports Code/AC Officer M. Dooly
      - 1. New A/C truck is due this month.
    - Monthly Municipal Court Report City Secretary P. Woodall
    - City Manager Reports CM, John R. Dean, Jr.
    -

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

1. Mayor Dormier	Golf carts
2. PL1 Huber	None
3. PL2 Oberg	None
4. PL3 Griffin	Golf carts
5. PL4 Hunt	None
6. PL5 Myers	None
7. City Manager	None

**ADJOURNMENT**

PL2 Oberg moved to adjourn the meeting of August 13, 2018, seconded by PL1 Huber. There being no further business, Mayor Dormier adjourned the meeting at 9:35 p.m.

ATTEST:

Richard Dormier, Mayor

Pamela Woodall, City Secretary

*Approved September 10, 2018*

Attachments: Citizens Forum sheet  
PZ Recommendation Report

Mayor Richard Dormier  
Place One Council, Rachel Huber  
Place Two Council, Dean Oberg  
Place Three Council/ Mayor Pro Tem, David Griffin



Place Four Council, Doug Hunt  
Place Five Council, Michael Myers  
City Manager, John R. Dean, Jr.

## WELCOME TO THE CITY OF OVILLA CITIZENS FORUM

The Ovilla City Council and City Staff welcome you to a meeting of the Ovilla City Council. Ovilla Council Meetings are open to the public and residents are encouraged to attend.

It is the policy of the City of Ovilla to give all individuals and lawful organizations an opportunity to formally address the Mayor and Council regarding any posted Agenda item or items not on the agenda. Each participant will be permitted to speak for a maximum of three minutes. Regarding non-agenda items, please be advised that the Mayor and Council cannot respond but may direct inquiries to staff for current policy or for later review.

The form must be complete.

DATE: 8/13/2018 PHONE: 972-681-8800

DO YOU RESIDE WITHIN THE CITY LIMITS OF OVILLA?  YES  NO

NAME: JACOB CAPETILLO

ORGANIZATION / DEPARTMENT: BARNETT SIGNS

ADDRESS: 4250 ACTION DR

CITY / ZIP: MESQUITE TX 75150

Persons wishing to address the Mayor and Council concerning a posted agenda item must make a formal request by presenting a completed "Citizens Forum" form to the City Secretary at least 10 minutes prior to the beginning of the scheduled meeting. The form must be complete. At the discretion of the Mayor, those registered to speak may be called during the opening of the listed agenda item. Please check one of the three following options.

I wish to address the Council during the Citizens Forum.

AGENDA ITEM(S) NUMBER:

#7

I wish to address the Council on this agenda item(s).

I do not wish to address the Council, but would like to register the following opinion.

(Circle one)  FOR  AGAINST

Comments: Pole sign located at 2805 Ovilla Rd (Dollar General)

Would you be interested in serving on an appointed board or commission of the City of Ovilla?

Yes  No

The City Council convenes in regular session on the second Monday of each month at 6:00 P.M. unless otherwise noted. Special meetings may be called as deemed necessary to conduct business of the City.

"I authorize the city to release ALL information on this sheet to the public. (If no signature is provided, the City shall not release information that is protected under the Texas Public Information Act.) Signature BBG"

Mayor Richard Dormier  
Place One Council, Rachel Huber  
Place Two Council, Dean Oberg  
Place Three Council/ Mayor Pro Tem, David Griffin



Place Four Council, Doug Hunt  
Place Five Council, Michael Myers  
City Manager, John R. Dean, Jr.

## WELCOME TO THE CITY OF OVILLA CITIZENS FORUM

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The form must be complete.

DATE: 8/13/18

PHONE: 903-347-8499

DO YOU RESIDE WITHIN THE CITY LIMITS OF OVILLA?  YES  NO

NAME: MATT SAVINO

ORGANIZATION / DEPARTMENT: \_\_\_\_\_

ADDRESS: 1026 BEACAVIEW

CITY / ZIP: SEVEN POINTS 75143

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I wish to address the Council during the Citizens Forum.

AGENDA ITEM(S) NUMBER:

I wish to address the Council on this agenda item(s).

I do not wish to address the Council, but would like to register the following opinion.

(Circle one) FOR      AGAINST

Comments: \_\_\_\_\_

Would you be interested in serving on an appointed board or commission of the City of Ovilla?

Yes  No

The City Council convenes in regular session on the second Monday of each month at 6:00 P.M. unless otherwise noted. Special meetings may be called as deemed necessary to conduct business of the City.

"I authorize the city to release ALL information on this sheet to the public. (If no signature is provided, the City shall not release information that is protected under the Texas Public Information Act.) Signature Wally J. Jr."

Mayor Richard Dormier  
Place One Council, Rachel Huber  
Place Two Council, Dean Oberg  
Place Three Council/Mayor Pro Tem, David Griffin



Place Four Council, Doug Hunt  
Place Five Council, Michael Myers  
City Manager, John R. Dean, Jr.

## WELCOME TO THE CITY OF OVILLA CITIZENS FORUM

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The form must be complete.

DATE: Aug 13 2018 PHONE: 972-277-1806  
DO YOU RESIDE WITHIN THE CITY LIMITS OF OVILLA?  YES  NO  
NAME: Chrysanne & Lat Leyman/Coughlin  
ORGANIZATION / DEPARTMENT: \_\_\_\_\_  
ADDRESS: 505 Edgewood  
CITY / ZIP: Ovilla, TX 75754

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CR

I wish to address the Council during the Citizens Forum.

AGENDA ITEM(S) NUMBER:

I wish to address the Council on this agenda item(s).

I do not wish to address the Council, but would like to register the following opinion.

(Circle one) FOR

AGAINST

Comments: Groovy Cat

Would you be interested in serving on an appointed board or commission of the City of Ovilla?

Yes  No

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The form must be complete.

DATE: 8/13/18

PHONE: 922-921-9102

DO YOU RESIDE WITHIN THE CITY LIMITS OF OVILLA? ✓ YES \_\_\_\_\_ NO

NAME: Briahna Fitzmaurice

ORGANIZATION / DEPARTMENT: \_\_\_\_\_

ADDRESS: 211 Lariat Trl

CITY / ZIP: Ovilla, TX 75154

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       I wish to address the Council during the Citizens Forum.

AGENDA ITEM(S) NUMBER: 10

       I wish to address the Council on this agenda item(s).

✓ I do not wish to address the Council, but would like to register the following opinion.

(Circle one) FOR AGAINST

Comments: \_\_\_\_\_

Would you be interested in serving on an appointed board or commission of the City of Ovilla?

       Yes ✓ No

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The form must be complete.

DATE: 8/13/2018

PHONE: 972 921 9143

DO YOU RESIDE WITHIN THE CITY LIMITS OF OVILLA?        YES        NO

NAME: Don Fitzmaurice

ORGANIZATION / DEPARTMENT:       

ADDRESS: 211 Lariat Trail

CITY / ZIP: Ovilla 75154

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I wish to address the Council during the Citizens Forum.

AGENDA ITEM(S) NUMBER: 6

I wish to address the Council on this agenda item(s).

I do not wish to address the Council, but would like to register the following opinion.

(Circle one) FOR AGAINST

Comments: Item 6

Would you be interested in serving on an appointed board or commission of the City of Ovilla?

Yes No

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Place Three Council/ Mayor Pro Tem, David Griffin



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Place Five Council, Michael Myers  
City Manager, John R. Dean, Jr.

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The form must be complete.

DATE: 8-13-2013

PHONE: 469 337 2503

DO YOU RESIDE WITHIN THE CITY LIMITS OF OVILLA? C YES        NO

NAME: OSWALDO MOLINA

ORGANIZATION / DEPARTMENT: \_\_\_\_\_

ADDRESS: 224 LARIAT TRAIL

CITY / ZIP: OVILLA TX

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AGENDA ITEM(S) NUMBER: \_\_\_\_\_

4  
6

✓ I wish to address the Council on this agenda item(s).

       I do not wish to address the Council, but would like to register the following opinion.

(Circle one) FOR        AGAINST

Comments: \_\_\_\_\_

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       Yes        No

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The form must be complete.

DATE:	<u>8-13-18</u>	PHONE:	<u>214 502 9181</u>
DO YOU RESIDE WITHIN THE CITY LIMITS OF OVILLA?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
NAME:	<u>CERVINA MOLINA</u>		
ORGANIZATION / DEPARTMENT:			
ADDRESS:	<u>205 LARIAT TRL</u>		
CITY / ZIP:	<u>75154</u>		

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AGENDA ITEM(S) NUMBER:

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I do not wish to address the Council, but would like to register the following opinion.

(Circle one)  FOR  AGAINST

Comments: \_\_\_\_\_

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Yes  No

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DATE: 8/13/18

PHONE: 817 891 6031

DO YOU RESIDE WITHIN THE CITY LIMITS OF OVILLA? X YES        NO

NAME: Ana Frias

ORGANIZATION / DEPARTMENT:       

ADDRESS: 200 Lariat Trail

CITY / ZIP: Ovilla TX 76154

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AGENDA ITEM(S) NUMBER:

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I do not wish to address the Council, but would like to register the following opinion.

(Circle one) FOR AGAINST

Comments: Speeding on Lariat Trail

Speed humps

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Yes  No

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DATE: 8-13-18

PHONE: 972-217-6506

DO YOU RESIDE WITHIN THE CITY LIMITS OF OVILLA?  YES  NO

NAME: Shane Chaddick

ORGANIZATION / DEPARTMENT: Self

ADDRESS: 231 Lavant Tans

CITY / ZIP: Ovilla, Tx 75154

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AGENDA ITEM(S) NUMBER:

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(Circle one) FOR      AGAINST

Comments: \_\_\_\_\_

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The form must be complete.

DATE: 8-13-18

PHONE: 214-538-3454

DO YOU RESIDE WITHIN THE CITY LIMITS OF OVILLA?  YES  NO

NAME: Sherry Aanette Chaddick

ORGANIZATION / DEPARTMENT: \_\_\_\_\_

ADDRESS: 231 Lariat Tr

CITY / ZIP: Ovilla, TX 75154

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AGENDA ITEM(S) NUMBER:

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I do not wish to address the Council, but would like to register the following opinion.

(Circle one) FOR      AGAINST

Comments: \_\_\_\_\_

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Yes No

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## City of OVILLA Planning & Zoning Commission Recommendation

**ITEM 2.** **DISCUSSION/ACTION - PZ18.07** Review and consideration on presentation and citizen comments of an application for a Specific Use Permit filed by Pamilee Koval, on behalf of owner Thomas Waits, to add an gazebo on to refreshment stand located at 713 West Main Street, Ovilla, Ellis County, Texas.

\*\*\*\*\*

**PLANNING AND ZONING** Members present, and upon a record vote of:

PL 1 Jungman ABSENT  
PL2 Yordy AYE  
PL3 Lynch ABSENT  
PL4 Whittaker AYE

PL5 VACANT  
PL6 Hart AYE  
PL7 Zimmermann AYE

4 FOR  
0 AGAINST  
0 ABSTAIN

\*\*\*\*\*  
*Michael L. Yordy*  
Presiding Officer of P&Z

*8/7/2018*  
Date

*J. Miller*  
Board Secretary

*AUGUST 7, 2018*  
Date

# Ovilla City Council

## PUBLIC HEARING

Meeting Date: September 10, 2018

Department: Administration/Finance

Receive comments regarding the proposed Fiscal Year Budget 2018-2019

Attachments:
NOTICE
Agenda Item / Topic:
Receive public comments on the proposed FY Budget for FY 2018-19:
<p><b><i>This budget will raise more revenue from property taxes than last year's budget by an amount of \$145,468, which is a 6.35% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$68,001.</i></b></p>
Discussion / Justification:

**CITY OF OVILLA**  
**NOTICE OF PUBLIC HEARING**  
**September 10, 2018**  
**OVILLA MUNICIPAL BUILDING**  
**COUNCIL CHAMBER ROOM**  
**105 S. COCKRELL HILL ROAD, OVILLA, TX 75154**

---

Notice is hereby given that a Public Hearing will be conducted by the City Council of the City of Ovilla, Texas, on Monday, September 10. 2018 at 6:30 p.m., in the Council Chamber Room, located at the Ovilla Municipal Building, 105 S. Cockrell Hill Road, Ovilla, Texas, to consider an Ordinance adopting the Fiscal Year 2018-2019 Budget and making appropriations for the support of the City Government of the City of Ovilla for the Fiscal Year beginning October 01, 2018 and ending September 30, 2019.

**This Budget will raise more total property taxes than last year's budget by \$145,468 which is a 6.35% increase, and of that amount, \$68,001 is tax revenue to be raised from new property added to the roll this year.**

If you are unable to attend, you may submit your written views to the City Secretary by any of these methods:

1. Mailing to 105 S. Cockrell Hill Road, Ovilla, TX 75154
2. Calling 972-617-7262
3. Email [pwoodall@cityofovilla.org](mailto:pwoodall@cityofovilla.org).

A detailed budget is available for review and inspection on the website [www.cityofovilla.org](http://www.cityofovilla.org) or in the office of the City Secretary.

## AGENDA ITEM REPORT

### Item 1

Meeting Date: September 10, 2018

Department: Finance

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted By: Linda Harding, Accountant

Amount: \$ 6,318,847 total budget

Reviewed By:  City Manager  City Secretary  City Attorney  
 Accountant  Other: Department Directors

#### Attachments

1. Ordinance 2018-17
2. FY 2018-2019 Budget and posted notice
3. Budget recap and comparison

#### Agenda Item / Topic

ITEM 1. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2018-17 approving and adopting the Budget and making appropriations for the support of the City Government of the City of Ovilla, Texas for the Fiscal Year beginning October 01, 2018 and ending September 30, 2019; providing an effective date.

#### Discussion / Justification

Attached is the proposed FY 2018-2019 Budget resulting from the Council budget workshops conducted.

Ordinance 2018-17 is presented for adoption of the budget for the Fiscal Year October 1, 2018 – September 30, 2019. This budget is based on the proposed tax rate of \$0.660000 per \$100 dollars of valuation, with a Maintenance and Operation rate of \$0.533417 and a debt rate of \$0.126583. This proposed tax rate would increase total taxes in Ovilla by 6.35% (by which it decreases the current total tax rate by 0.020399%) as proposed by record vote from Council during the August 29, 2018, Council Meeting and Budget Workshop.

**This Budget will raise more total property taxes than last year's budget by \$145,468 which is a 6.35% increase, and of that amount, \$68,001 is tax revenue to be raised from new property added to the roll this year.**

#### Recommendations / Staff Comments

Staff recommends approval.

#### Sample Motion(s)

I move that the Ovilla City Council **approves & adopts / denies** Ordinance 2018-17, approving and adopting the Budget and making appropriations for the support of the City Government of the City of Ovilla for the Fiscal Year beginning October 01, 2018 and ending September 30, 2019; providing an effective date.

RECORD VOTE:

MAYOR PRO-TEM Griffin \_\_\_\_\_  
PLACE 2 Oberg \_\_\_\_\_  
PLACE 5 Myers \_\_\_\_\_

PLACE 1 Huber \_\_\_\_\_  
PLACE 4 Hunt \_\_\_\_\_

## ORDINANCE 2018-17



AN ORDINANCE APPROVING AND ADOPTING THE BUDGET AND MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY GOVERNMENT OF THE CITY OF OVILLA FOR THE FISCAL YEAR BEGINNING OCTOBER 01, 2018 AND ENDING SEPTEMBER 30, 2019; PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Manager submitted to the City Council a budget for the fiscal year beginning October 1, 2018 and ending September 30, 2019;

**WHEREAS**, the City Council reviewed the submitted budget and held a duly posted Public Hearing and notice(s) as required by state law and city ordinance; and

**WHEREAS**, the City Council having reviewed and studied the submitted budget is of the opinion that such budget should be approved and adopted.

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

### SECTION ONE

That the proposed budget of the revenues and expenditures necessary for conducting the affairs of the City of Ovilla, said budget providing a complete financial plan for the ensuing fiscal year beginning October 01, 2018 and ending September 30, 2019, as submitted by the City Manager, attached hereto as Exhibit A, be and the same is hereby adopted as the Budget of the City of Ovilla for the Fiscal Year October 01, 2018 through September 30, 2019.

### SECTION TWO

The amounts listed on the attached budget (Exhibit A) are hereby appropriated out of their respective and designated funds unless otherwise authorized by a duly enacted ordinance of the City.

### SECTION THREE

That this Ordinance shall take effect immediately from and after its passage as the law in such case provides, and the City Secretary is directed to furnish a copy of this budget to the County Clerk of Ellis County as required by Chapter 102 of the TEXAS LOCAL GOVERNMENT CODE.

**PASSED AND APPROVED ON THIS 10 DAY OF September 2018.**

---

MAYOR, Richard A. Dormier

---

CITY SECRETARY, Pamela Woodall

## AGENDA ITEM REPORT

### Item 2

Meeting Date: September 10, 2018

Department: Finance

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted By: Linda Harding, Accountant

Amount: \$ 0.660000 per \$100 of valuation

Reviewed By:  City Manager  City Secretary  City Attorney

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

#### Attachments:

1. Posted Notice and Ordinance 2018-18

#### Agenda Item / Topic:

**ITEM 2. DISCUSSION/ACTION** – Consideration of and action on Ordinance 2018-18 levying, assessing and fixing the tax rate for the use and support of the municipal government of the City of Ovilla, Texas, and providing for the Debt Service Fund for Fiscal Year 2018-2019 and apportioning each levy for the specific purpose, and providing for collection of all annual taxes provided by state law; and providing an effective date.

#### Discussion / Justification:

During the August 29, 2018 Special Council Meeting and Public Hearing, Council took a record vote for the proposed tax rate for Fiscal Year 2018-2019.

Attached is an ordinance to adopt the tax rate for FY 2018-2019 as proposed.

M&O	\$ 0.533417 per \$100.00 of valuation
Debt Service	\$ 0.126583 per \$100.00 of valuation
Total	<b>\$ 0.660000 per \$100.00 of valuation</b>

PROPOSED TAX RATE	\$ 0.660000 per \$100
PRECEDING YEAR'S TAX RATE	\$ 0.680399 per \$100
EFFECTIVE TAX RATE	\$ 0.621776 per \$100
ROLLBACK RATE	\$ 0.662271 per \$100

Truth-in-Taxation Law requires that the governing body adopt the tax rate as an official action and set it out in a written ordinance or resolution. The Council's record vote on the proposed rate of \$0.660000 is an increase in ad valorem revenue for 2018-19. Therefore, two public hearings were required and conducted on August 20th and August 29th. Legal requirements have been met. Staff is presenting the ordinance for adoption.

This year's proposed tax rate of \$0.660000 is the recommended rate.

#### FINANCIAL IMPACT:

*This budget will raise more total property taxes than last year's budget by 6.35 % and of that amount, \$68,001, is tax revenue to be raised from new property added to the roll this year.*

#### Recommendation / Staff Comments:

Staff recommends approval of Ordinance 2018-18.

Sample Motion(s):

*There are two motions:*  
**THIS MOTION REQUIRES A RECORD VOTE**  
REQUIRED LANGUAGE FOR MAKING THE MOTION

August 29, 2017, Council took a record vote on a proposed/recommended Tax Rate of \$0.660000.

**First Motion & Record Vote:**

*I move that the Council hereby approve/deny the 2018 property tax rate be a total of \$0.660000 per \$100 valuation with a Maintenance and Operation rate of \$0.533417 and a debt rate of \$0.126583.*

MAYOR PRO-TEM Griffin \_\_\_\_\_

PLACE 1 Huber \_\_\_\_\_

PLACE 2 Oberg \_\_\_\_\_

PLACE 4 Hunt \_\_\_\_\_

PLACE 5 Myers \_\_\_\_\_

**Second Motion & Vote adopting Ordinance:**

*I further move that the Council hereby approve/deny Ordinance 2018-18 levying, assessing and fixing the tax rate for the use and support of the municipal government of the City of Ovilla, Texas, and providing for the Debt Service Fund for Fiscal Year 2018-2019 and apportioning each levy for the specific purpose, and providing for collection of all annual taxes provided by state law; and providing an effective date.*

# NOTICE OF 2018 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF OVILLA

A tax rate of \$0.660000 per \$100 valuation has been proposed by the governing body of CITY OF OVILLA. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of CITY OF OVILLA proposes to use revenue attributable to the tax rate increase for the purpose of street improvements, vehicle replacement for police and park improvements.

• PROPOSED TAX RATE	\$0.660000 per \$100
• PRECEDING YEAR'S TAX RATE	\$0.680399 per \$100
• EFFECTIVE TAX RATE	\$0.621776 per \$100
• ROLLBACK TAX RATE	\$0.662271 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for CITY OF OVILLA from the same properties in both the 2017 tax year and the 2018 tax year.

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

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

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

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

John Bridges  
Ellis County Tax Assessor-Collector  
109 S Jackson St, Waxahachie, TX 75165  
972-825-5150  
[john.bridges@co.ellis.tx.us](mailto:john.bridges@co.ellis.tx.us)  
[elliscountytax.com](http://elliscountytax.com)

You are urged to attend and express your views at the following public hearings on proposed tax rate: First Hearing: 08/20/2018 5:30 PM at City Hall, 105 S Cockrell Hill Rd, Ovilla, TX.  
Second Hearing: 08/29/2018 5:30 PM at City Hall, 105 S Cockrell Hill Rd, Ovilla, TX.

## ORDINANCE 2018-18



AN ORDINANCE LEVYING, ASSESSING AND FIXING THE TAX RATE FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF OVILLA, TEXAS, AND PROVIDING FOR THE DEBT SERVICE FUND FOR FISCAL YEAR 2017-2018 AND APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSE, AND PROVIDING FOR COLLECTION OF ALL ANNUAL TAXES PROVIDED BY STATE LAW; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Ovilla is a Type A general law city located in Ellis and Dallas Counties, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the City Council of the City of Ovilla hereby finds that the tax for the fiscal year beginning October 1, 2018 and ending September 30, 2019, hereinafter levied for current expenses of the City and the general improvements of the City and its property must be levied to provide the revenue requirement of the budget for the ensuing year; and

**WHEREAS**, the City Council of the City of Ovilla has approved, by a separate ordinance, the budget for the fiscal year beginning October 1, 2018 and ending September 30, 2019; and

**WHEREAS**, the City Council has complied with all statutory and constitutional requirements concerning the levying and assessing of ad valorem taxes.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS** that there is hereby levied and there shall be assessed and collected for the Maintenance and Operation of the municipal government of the City of Ovilla, Texas, and to meet Interest and Sinking requirements for fiscal year 2018-2019, upon all property, real, personal and mixed within the corporate limits of the City subject to taxation, a total tax of **\$0.660000** on each one-hundred dollars (\$100.00) of assessed valuation based on 100% of market value of said property, said tax being so levied an apportioned to the specific purpose herein set forth.

### SECTION ONE

For the maintenance and operation of the general government and for general improvements of the City and its property, known as the General Fund, a tax rate of **\$0.533417** on each one-hundred dollars (\$100.00) of assessed valuation of all taxable property shall be adopted, and

### SECTION TWO

For the purpose of paying interest and principle for the redemption of bonds and other long-term obligations heretofore legally issued by the City, known as the Debt Service Fund, a tax rate of **\$0.126583** on each one-hundred dollars (\$100.00) of assessed valuation of all taxable property shall be adopted.

## ORDINANCE 2018-18

Taxes are payable in Ovilla, TX, at the office of the Ellis County Tax Collector. The City shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this Ordinance.

***PASSED AND APPROVED ON THIS 10 DAY OF September, 2018.***

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MAYOR, Richard A. Dormier

Attest:

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CITY SECRETARY, Pamela Woodall

		<u>* Estimated</u>										
		FY 2019	FY 2018	FY 2017	FY 2016	FY 2015	FY 2014	FY 2013	FY 2012	FY 2011	FY 2010	FY 2009
M&O		0.512399	0.512399	0.532000	0.532000	0.510100	0.501900	0.497500	0.493400	0.442900	0.477100	0.480200
I&S		0.120960	0.168000	0.168000	0.168000	0.161800	0.170000	0.170000	0.170400	0.231700	0.190800	0.187800
Total Adopted Rate		0.633359	0.680399	0.700000	0.700000	0.671900	0.671900	0.667500	0.663800	0.674600	0.667900	0.668000
Difference from previous FY		-0.047040	-0.019601	0.000000	0.028100	0.000000	0.004400	0.003700	-0.010800	0.006700	-0.000100	
<u>Revenue Generated</u>												
M&O		\$ 1,904,879	\$ 1,676,494	\$ 1,593,473	\$ 1,467,441	\$ 1,312,295	\$ 1,232,696	\$ 1,227,747	\$ 1,229,103	\$ 1,123,650	\$ 1,224,442	\$ 1,276,666
I&S		\$ 463,510	\$ 549,872	\$ 503,347	\$ 463,545	\$ 415,788	\$ 417,392	\$ 418,988	\$ 424,460	\$ 589,026	\$ 489,674	\$ 499,476
Total		\$ 2,368,389	\$ 2,226,366	\$ 2,096,819	\$ 1,930,986	\$ 1,728,083	\$ 1,650,088	\$ 1,646,735	\$ 1,653,563	\$ 1,712,676	\$ 1,714,116	\$ 1,776,142
Difference from previous FY		\$ 142,023	\$ 129,546	\$ 165,833	\$ 202,904	\$ 77,994	\$ 3,353	\$ (6,828)	\$ (59,113)	\$ (1,440)	\$ (62,026)	
Available GF Fund Balance FY												
2019			\$ 1,358,285									
Estimated Ending GF Fund												
Balance			\$ 1,174,177									
Required GF Restricted												
Reserve			\$ 922,329									
Difference			\$ 251,848									

\* all numbers in this column are estimated

## AGENDA ITEM REPORT

### Item 3

Meeting Date: September 10, 2018

Department: Finance & Administration

Discussion Action

Budgeted Expense: YES NO N/A

Submitted by: John R. Dean, Jr., CM

Amount: \$6,318,847 total budget

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

#### Attachments:

1. Ordinance 2018-19

#### Agenda Item / Topic:

ITEM 3. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2018-19 of the City of Ovilla, Texas, ratifying the budget for the 2018-2019 tax year that raised more revenue from property taxes than in the previous year.

#### Discussion / Justification:

This endorses and validates the approval of Ordinance 2018-17, Fiscal Year 2018-2019 Budget.

#### Recommendation / Staff Comments:

Staff recommends approval.

#### Sample Motion(s):

*I move that Council approves & adopts/denies Ordinance 2018-19 ratifying the budget for the Fiscal Year 2018-2019 that will raise more revenue from property taxes than in the previous year.*

#### RECORD VOTE:

MAYOR PRO-TEM Griffin \_\_\_\_\_

PLACE 2 Huber \_\_\_\_\_

PLACE 2 Oberg \_\_\_\_\_

PLACE 4 Hunt \_\_\_\_\_

PLACE 5 Myers \_\_\_\_\_

## ORDINANCE 2018-19

### AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, RATIFYING THE BUDGET FOR THE 2018-2019 TAX YEAR THAT RAISED MORE REVENUE FROM PROPERTY TAXES THAN IN THE PREVIOUS YEAR.

**WHEREAS**, Title 4, Chapter 102 of the Local Government Code provides that the governing body ratify their budget by a separate vote, separate to the adoption of the fiscal year's budget; and

**WHEREAS** the fiscal year's budget raised more revenue from property taxes than in the previous year; and

**WHEREAS**, the City Council approved the levy tax rate that will raise more total revenue for maintenance and operations than last year's rate; and

**WHEREAS**, this budget will raise more total revenue from property tax revenue than last year's budget by \$145,468 or a 6.35 % increase and of that amount, \$68,001 is tax revenue to be raised from new property added to the tax roll this year.

**WHEREAS**, this budget will increase total property tax revenue from last year's budget by \$145,468 or a 6.35% increase.

**WHEREAS**, the City Council on September 10, 2018, passed and approved Ordinance 2018-17, which adopted the budget for the fiscal year beginning October 1, 2018 and ending September 30, 2019.

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

#### SECTION 1.

That the budget for the 2018-2019 tax year, that raised more revenue from property taxes than in the previous year is hereby ratified.

#### SECTION 2.

That this Ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

**PASSED, APPROVED and EFFECTIVE this 10 day of September 2018.**

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MAYOR, Richard A. Dormier

ATTEST:

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CITY SECRETARY, Pamela Woodall

## AGENDA ITEM REPORT

### Item 4

Meeting Date: September 10, 2018

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted by: John R. Dean, Jr., CM

Amount: \$ \_\_\_\_\_

Reviewed By:  City Manager  City Secretary  City Attorney

Accountant

Other \_\_\_\_\_

#### Attachments:

1. Contract with Current rate Adjustment Method
2. Contract with CWD proposed Adjustment Method
3. Rate Adjustment Comparison Sheet

#### Agenda Item / Topic:

**ITEM 4. DISCUSSION/ACTION** – Consideration of and action on approval of the City Manager to execute a contractual agreement between the City of Ovilla and Community Waste Disposal (CWD) for a municipal solid waste collection, transportation, recyclable and disposal contract, effective December 01, 2018.

#### Discussion / Justification:

As I was directed at the August 29<sup>th</sup>, 2018 City Council meeting, we have developed a contract with Community Waste Disposal (CWD) which mirrors the current contract in providing services to the City of Ovilla. The Contract is for a 5-year term commencing on December 1<sup>st</sup>, 2018. It allows for two one-year extensions. The contract rates are as specified in the RFP.

I have two options on the contract for your consideration.

- (1) with the current method of rate adjustments
- (2) with CWD proposed method of rate adjustment
- (3) both options have been reviewed by the City Attorney.

#### Recommendation / Staff Comments:

Staff recommends approval.

#### Sample Motion(s):

I move to approve/deny the contractual agreement between the City of Ovilla and Community Waste Disposal (CWD) for a municipal solid waste collection, transportation, recyclable and disposal contract as presented, effective December 01, 2018, authorizing the city manager to execute said contract.

**MUNICIPAL SOLID WASTE COLLECTION,  
TRANSPORTATION AND DISPOSAL CONTRACT**

This Municipal Solid Waste Collection, Transportation and Disposal Contract (the "Contract") is entered into as of the 1st day of December, 2018, between the City of Ovilla, Texas ("City"), and Community Waste Disposal ("Contractor"), a Texas corporation, acting by and through its duly authorized representative.

**W I T N E S S E T H:**

WHEREAS, City desires to grant to Contractor the exclusive right to operate and maintain the service of collection, transportation and recycling or disposal of Municipal Solid Waste, Construction Debris and Recyclable Materials (as such terms are defined herein), over, upon, along and across the present and future streets, alleys, bridges and public properties of the City, subject to the terms of this Contract; and

WHEREAS, Contractor desires to operate and maintain the service of collection, transportation and recycling or disposal of Municipal Solid Waste, Construction Debris and Recyclable Materials, and residential, commercial and industrial recycling, over, upon, along and across the present and future streets, alleys, bridges and public properties of the City, subject to the terms of this Contract.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

**1. DEFINITIONS:**

Bag: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds.

Bin: Metal receptacle with two (2) to eight (8) cubic yards of capacity that is provided to the City or a Commercial Unit by the Contractor for the collection of Municipal Solid Waste and is designed to be lifted and emptied mechanically.

Brush: Plants or grass clippings, leaves or tree trimmings.

Bulky Waste: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, and weights more than 50 lbs., and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers, provided, however, that no individual item shall exceed one hundred fifty (150) pounds in weight.

Bundle: Trees, shrub, and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four-ft. in length or 50 lbs. in weight.

Commercial Unit: All premises, locations or entities, public or private, requiring Municipal Solid Waste collection within the corporate limits of the City, not a Residential Unit.

Commercial Hand Collect Unit: A retail or light Commercial Unit, which generates no more than one (1) cubic yard of Municipal Solid Waste per week.

Compost: Composting is the transformation of organic material (plant matter) through decomposition into a soil-like material called compost. Invertebrates (insects and earthworms), and microorganisms (bacteria and fungi) help in transforming the material into compost. Composting is a natural form of recycling, which continually occurs in nature.

Construction Debris: Solid Waste resulting from construction, remodeling, repair, or demolition operations.

Container: A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors that is provided by a Residential or Commercial Hand Collect Unit for the collection of its Municipal Solid Waste. The mouth of a Container shall have a diameter greater than or equal to that of the base. The weight of a Container and its contents shall not exceed 50 lbs.

Curbside: That portion of right-of-way adjacent to paved or traveled city roadways (including alleys). The curbside is as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

Customer: An occupant of a Residential or Commercial Unit who generates Municipal Solid Waste.

Dead animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

Disposal site: A refuse depository, including but not limited to Landfill, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licensed, permits or approvals to receive for processing or final disposal of refuse.

E-Waste: consumer and business electronic equipment that is near or at the end of its useful life.

Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated there under or applicable state law concerning the regulation of hazardous or toxic wastes. Waste in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or any appropriate state agency by or pursuant to Federal or State Law. For purpose of this contract, the term hazardous waste shall also include motor oil, gasoline, paint, paint cans, tires, pesticides & fertilizers and metal goods.

**Household Hazardous Waste:** Includes the following materials used or generated at a Residential Unit: Paint products; Chemicals; Rubber Tires; Motor Oils; Automotive and Household Batteries; and Metal Products.

**Landfill:** A Texas Class I landfill, or any other alternate, duly permitted sanitary landfill as selected and approved for use by the Contractor.

**Municipal Solid Waste:** Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction Debris, E-Waste, Household Hazardous Waste or Hazardous Waste.

**Premises:** All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

**Recyclable Materials:** Newsprint; Magazines; Aluminum Beverage Cans; Steel/Tin Cans, Glass - Clear, Brown and Green; HDPE & PET Plastic Bottles #1, #2; Household Paper Products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.

**Recycling Container:** A 95-gallon closed lid container designed for the purpose of curbside collection of Recyclable Materials.

**Residential Unit:** A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

**Roll-Off:** Metal receptacle with twenty (20) to forty (40) cubic yards of capacity that is provided to the City or a Residential or Commercial Unit by the Contractor for the collection of Municipal Solid Waste or Construction Debris.

**Solid Waste:** As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34) whether such waste is mixed with or constitutes Recyclable Materials.

**Stable Matter:** All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

**Unusual accumulations:** For residences, each regular weekly collection of more-than an aggregate of ten (10) Bags, Bundles and/or Containers of Municipal Solid Waste.

## **2. GRANT OF CONTRACT**

Contractor is hereby granted the exclusive right and privilege within the corporate limits of the City to conduct business for the purpose of collection, transportation and disposal or recycling of Municipal Solid Waste, Construction Debris and Recyclable Materials from Residential Units and Commercial Units, subject to the terms hereof.

## **3. TERM**

The term of this Contract shall commence December 01, 2018 (the "Commencement Date") and continue in full force and effect for a period of five (5) years (the "Initial Term") with two (2) one-year renewal options pending the written agreement of both parties (the "Renewal Term"). Should either the City or Contractor elect not to renew and extend the contract for a Renewal Term, notice must be given to the other party in writing not less than 180 days prior to the expiration of the Initial Term or first Renewal Term.

## **4. RATES & BILLING**

**4.1. Collection and Disposal Rates.** The Contractor shall charge the collection and disposal rates set forth in Attachment "B" to this Contract. For special collections provided by the Contractor, the charges shall be negotiated between the Contractor and the Customer prior to collection.

**4.2. Modification to Rates;** On each anniversary date of this Contract, the fees which may be charged by the Contractor shall be adjusted upward or downward to reflect changes in the cost of operations.

- a. As reflected by fluctuations in the Consumer Price Index for Urban All Urban Consumers (CPI-U) as published by the U.S. Department of Labor, Bureau of Labor Statistics. The fees shall be increased or decreased for the ensuing twelve-month period in a percentage amount equal to the net percentage change of the All Items Index plus the net percentage change of the Gasoline Index (DOE weekly Retail on highway diesel for the gulf coast region). All percentage changes are to be computed as the difference between the index value for the first full month prior to the commencement of the Contract and the index value of the Rate Modification Date divided by the index value for the first full month prior to the commencement of the Contract.
- b. As reflected by change in the Contractor's disposal rate at the landfill. The change in rate charged hereunder will be adjusted accordingly to be effective as of the date of change of the disposal charge at the landfill.
- c. As reflected by unusual changes in the Contractors cost of operations such as revised laws, ordinances, or regulations; changes in location of disposal sites, an increase number of Residential Units, such as City growth or annexation; and for other reasons, the Contractor may petition the City to adjust the rates hereunder, and such requested rate increase will not be unreasonably withheld.

- d. As of the month of the anniversary date of this Contract and every 12 months thereafter (the Rate Modification Date).
- e. A sixty-day (60) notice of any and all rate changes shall be given to the City by the Contractor.
- f. The City Council shall vote on approval of any and all rate increases, and such approval shall not be unreasonably withheld.

4.3. **Billing Responsibility; Payments:** The City shall be responsible for billing all Residential Units and Commercial Hand Collect Units located within the City's corporate limits. The City agrees to remit to the Contractor the contracted amount for each Residential Unit and Commercial Hand Collect Unit in an amount based on the attached rate schedule. The total amount due to the Contractor each month will be based upon what is billed by the City, not what is actually collected. Additionally, the City shall be responsible for billing, collecting and remitting/paying any sales, use or services taxes assessed or payable in connection with the services billed and collected by the City.

4.4. **Delinquent and Closed Accounts:** The Contractor shall discontinue the services contracted for hereunder to any Residential Unit or Commercial Hand Collect Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume such services on the next regular scheduled collection day. The Contractor will not be responsible for any claims, suits, demands, damages or liabilities resulting from the Contractor's discontinuation of service to any location at the direction of the City. The Contractor shall have the right to discontinue service at any Commercial Unit that becomes delinquent in payments.

4.5 **Contractor's Billings to City:** The Contractor shall bill the City for service rendered within ten (10) days following the end of the month and the City shall pay the Contractor on or before the thirtieth (30th) day following the end of the month. Such billing and payment shall be based on the price rates and schedules set forth in this Contract as may be amended from time-to-time. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from its customers for such service.

## **5. CONTRACTOR SERVICES**

### **5.1 Residential Service**

At the premises of residential accounts held by the City and served by the Contractor, collection shall occur as follows:

- A minimum of once weekly Municipal Solid Waste and Bundle collection; and
- Twice per month Bulky Waste and Brush collection; and
- Every other week Recyclable Materials collection

Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers if selected. The City has the right to reject and request modification of routes, and updates on routes of Contractor.

The Contractor shall provide, in a good and competent manner, the services called for and described herein which shall consist of all supervision, equipment, labor, materials, and all other items necessary to provide the City with complete Municipal Solid Waste, Construction Debris and Recyclable Materials collection, removal and disposal or recycling. The City currently has approximately 1260 Residential Unit accounts billed and collected by the City, and approximately 9 Commercial Unit accounts billed and collected by the Contractor. The Contractor shall collect Municipal Solid Waste and Bundles from Residential Units once a week (limited to an aggregate of ten (10) Bags, Cans and/or Bundles each week), and shall collect Bulky Waste and Brush from Residential Units twice per month (limited to four (4) cubic yards per collection). Municipal Solid Waste generated by Commercial Units shall be collected as required by the Commercial Unit. Attachment "A" hereto provides the agreed upon performance standards.

The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, tornado or other act of God over which the City or Contractor has no control. In the event of such a flood, tornado or other act of God, the Contractor and the City will negotiate the payment to be made to the Contractor. Further if the City and the Contractor reach such agreement, then the City shall grant the Contractor variance in routes and schedules as deemed necessary by the Contractor.

**5.2. Commercial Service.** Contractor shall collect and remove Municipal Solid Waste from the premises of Commercial Units at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be once a week or more to maintain premises free of accumulation of waste. Commercial Hand Collect Unit collection shall be in Bags and/or Container. If collection is from a Bin, that Bin shall be located on a concrete pad to accommodate equipment. The City and Contractor shall determine the acceptability of Bin pads, locations, and screening.

**5.3. City Service.** The Contractor shall provide these services to the City at no charge:

- a. Suitable containers at the City's choice: 6-yard Bin at City Hall with weekly pick up service and a 30 or 40-yard Roll-Off at City Hall to be hauled up to 16 times per year, both at no charge.
- b. Contractor shall provide services for the annual citywide clean-up day and Heritage Day including (8) 40-yard open top Roll-Offs for deposit of trees and any Municipal Solid Waste and (3) rear loaded packer-type disposal trucks for up to 8 hours to be used to haul Municipal Solid Waste on clean-up day. This will be at no charge to the City. The site and time will be at the City's reasonable discretion. The City shall provide the Contractor with reasonable prior notice of the dates and times for such event.
- c. During the City's annual citywide clean-up day, the Contractor shall provide, at no cost to the City, a designated area for the collection of Household Hazardous Waste

from residents of the City and shredding as well as a Roll-Off designated for the collection of E-Waste from residents of the City. The City and Contractor shall mutually decide on the location(s) of these services.

5.4. Brush/Bulk Waste Collection. The Contractor shall provide a Brush and Bulky Waste collection twice per month to all Residential Units, unless otherwise specified. Contractor agrees to collect up to an aggregate of four (4) cubic yards of Brush and/or Bulky Waste from each Residential Unit, each collection day.

5.5. Residential Recycling Collection: The Contractor shall collect Recyclable Materials every other week from all Residential Units located within the City's corporate limits.

5.6. Unusual Accumulations Collection: The Contractor may charge for the collection of Unusual Accumulations.

5.7. Texas Governmental Fees and Charges and Compliance. The Contractor shall pay all applicable Local, State and Federal taxes, as well as applicable tonnage charges and regulatory fees during the life of this Contract; provided, however the City shall be responsible for paying any applicable sales, use or service taxes assessed or payable on the services billed and collected by the City. The Contractor shall follow all applicable Local, State, and Federal laws and regulations pertaining to the provision of the services detailed herein, including but not limited to those related to safety.

5.8. Recycling Service. Recyclable Materials shall be collected every other week. All Recyclable Materials for the recycling program shall be recycled and not disposed in a landfill, save and except for residue and contamination. Contractor's failure to abide by obligations of the recycling program by disposing of recyclable at a landfill or co-mingling with solid waste collections shall constitute a material breach of contract. In such case, the City may at its discretion terminate this contract, there being no cure for lost recycling opportunities. The Contractor shall notify the City of the recycling location where Recyclable Materials will be unloaded and processed. The City reserves the right to approve Contractors recycling site and such approval shall not be unreasonably withheld.

The Contractor shall be responsible for transporting the Recyclable Materials to a processing site and must have established buyers or markets for the Recyclable Materials. The Contractor shall be required to identify the buyers of the Recyclable Materials upon request by the City. To the fullest extent possible, Recyclable Materials shall be protected against contaminates that require disposal at the landfill. The Contractor shall be solely responsible for the processing and marketing of all Recyclable Materials collected pursuant to the Contract.

## 6. COLLECTION OPERATIONS

6.1. Hours of Operation. Collection of Municipal Solid Waste shall begin no earlier than 7:00 o'clock A.M. and shall generally not extend beyond 8:00 o'clock P.M. No collection shall be made on Sunday. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor.

6.2. Hours of Disposal. Contractor shall dispose of Municipal Solid Waste within the operating hours of the disposal site.

6.3. Locations for Collection. Each Container, Bag and Bundle must be placed at curbside or alley for collection. When construction work is being performed in rights-of-way, Containers, Bags, and Bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Container, Bag or Bundle not so placed or any Municipal Solid Waste not in a Bag, Bundle or Container.

6.4. Routes of Collection. Collection routes shall be established by the Contractor as approved by the City, and such approval shall not be unreasonably withheld. Routes shall be determined based on the best interests of the City so that no harm is caused to children, school crossing areas, and other areas where frequent citizen congregation occurs during peak times. The Contractor may from time to time propose changes to the route or days of collection affecting Residential Units. Upon City approval of the proposed change, the City shall give written or published notice to the affected Residential Units.

6.5. Holidays. The following shall be holidays for purposes of this Contract:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday; provided, however, that Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be determined in conjunction with the City to best accommodate the needs of the citizens. The City shall be informed of all make up days at least two weeks prior to the holiday. The City shall give written or published notice to the affected Residential Units.

6.6. Complaints. All complaints shall be referred directly to the Contractor by the City and shall be given prompt and courteous attention. At a minimum, customer complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints and provide the City, upon request, copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any missed pick-ups of Municipal Solid Waste or Recyclable Materials will be collected the same business day if notification to the Contractor is provided by 2:00 p.m. but not later than 12:00 p.m. the next business day if notification is provided after 2:00 p.m.

6.7. Collection-Equipment. Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor, which are reasonably necessary to adequately, efficiently, and properly collect and transport Municipal Solid Waste, Construction Debris and Recyclable

Materials from accounts serviced by Contractor in accordance with this Contract. Collection of Municipal Solid Waste shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak fluids or scatter any waste within the limits of the City or while in route to the disposal site.

Contractor shall utilize standard twenty-five yard collection vehicles to perform the residential services hereunder. Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be washed, maintained and painted as often as necessary to preserve and present a well-kept appearance and sanitary condition, and a regular preventative maintenance program shall be used. The City may inspect Contractor's vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month.

6.8. Office. The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.

6.9. Point of Contact. All dealings, contacts, etc. between the Contractor and the City shall be directed by the Contractor to the District Manager and by the City to the Mayor or his designee.

6.10. Lease Containers. The Contractor may lease containers for Municipal Solid Waste storage to the owner or occupant of a Commercial Unit. In the event any such lease agreement is entered into, the Contractor shall lease the container at a rates contained herein. Such containers shall be equipped with suitable covers to prevent blowing or scattering of Municipal Solid Waste and shall be maintained in a sanitary and safe condition. Such containers shall be clearly marked with the Contractor's name and telephone number in letters not less than two inches (2") in height. Such containers shall be maintained in a single color or color scheme.

6.11. Curbside Recycling Containers. The Contractor will provide each Residential Unit with a Recycling Container for the collection of Recyclable Materials. Each Recycling Container shall be of a type that is accepted by other municipalities with recycling experience. Title to all Recycling Containers provided to Residential Units under this Contract shall remain with the Contractor.

6.12. Disposal. The Contractor shall deliver Municipal Solid Waste collected to the designated Disposal Site. Disposal of Recyclable Materials must be done in accordance with state law. The Contractor is responsible for payment of all costs of disposal, including without limitation, tipping, environmental, inspection or other fees charges by disposal site operators or governmental authorities in connection with disposal activities.

6.13. Non-Routine Collection. The Contractor will be required to provide one (1) Roll-Off to be placed at the City Yard for the annual Christmas tree collection for recycling purposes during a one-week period and deliver trees to a recycling center. Such Roll-Off will be hauled on an as-needed basis during the one-week collection period. Once the Contractor has fulfilled this obligation, Christmas trees will be collected from Residential Units by the Contractor on the regularly scheduled Brush collection day.

6.14. Vicious Animals. Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish the collection services provided for hereunder in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

6.15. Hazardous Waste. Contractor shall not be obligated to pick up Hazardous Waste (except for Household Hazardous Waste on the annual designated day), including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.

6.16. Protection From Scattering. Each vehicle used by Contractor for collection services shall be equipped with a cover, which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of Municipal Solid Waste, Construction Debris and/or Recyclable Materials onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter Municipal Solid Waste, Construction Debris and/or Recyclable Materials; however, if Municipal Solid Waste, Construction Debris and/or Recyclable Materials is scattered from Contractors vehicle for any reason, it shall be picked up immediately. The Contractor shall not be responsible for scattered Municipal Solid Waste, Construction Debris and/or Recyclable Materials unless the same has been caused by its acts or those of any of its employees, in which case all scattered Municipal Solid Waste, Construction Debris and/or Recyclable Materials shall be picked up immediately by the Contractor.

Municipal Solid Waste spillage or excess Municipal Solid Waste shall be picked up by the Contractor after a Commercial Unit reloads the Bin. In the case of Commercial Units, Contractor shall then be entitled to an extra collection charge for each reloading of a Commercial Unit's Bin requiring an extra collection. Should such commercial spillage continue to occur, City shall require the Commercial Unit and Contractor to increase the frequency of collection of the Commercial Unit's Municipal Solid Waste or require the Commercial Unit to utilize a Bin with a larger capacity, and the Contractor shall be compensated for such additional services.

## 7. INDEMNIFICATION AND INSURANCE

7.1. Indemnification. Contractor shall indemnify, save, and hold harmless the City and its officers, agents and employees with respect to any claims or demands, actions, damages, costs and expenses, including, without limitation, attorneys' fees and costs of litigation, arising from the death or injury of any person whomsoever, or any loss, damage or destruction of any property whatsoever,

caused by any intentional, negligent or grossly negligent act, error or omission of the Contractor, its agents, servants, employees, subcontractors or other persons acting on Contractor's behalf and arising from or related to Contractor's performance under this Contract; provided, however, that this indemnity shall not apply to any suits, actions, legal proceedings, claims, demands, damages, costs, expenses or attorneys' fees caused by a willful or negligent act, error or omission of the City. Neither party will be responsible for the sole negligence of the other party. Neither this provision nor any other provision in this Contract shall be deemed or construed as a waiver of the City's sovereign immunity from suit and/or liability.

**7.2. Insurance.** Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property, which is caused by a willful or negligent act or omission in the performance of the work hereunder by the Contractor, his agents, servants, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

**Minimum Limits of Insurance:**

Type Coverage	Per Occurrence Minimum	Aggregate minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability minimum	\$1,000,000	\$2,000,000
Property Damage minimum	\$1,000,000	\$2,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	\$2,000,000
Comprehensive Auto Liability- Property Damage	\$500,000	\$1,000,000

**8. BOND**

The Contractor shall procure and furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in an amount equal to \$250,000, renewed annually for the life of the Contract, including any Renewal Term(s). The premium for the performance bond shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis. The surety on the performance bond shall be a duly authorized corporate surety authorized to do business in the State of Texas. The City may make demand and collect under the terms of the performance bond for Contractor's breach of this Contract in addition to any and all other available legal remedies.

**9. COMPLIANCE WITH LAWS**

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all laws, federal, state, and local. It is agreed and understood that if the City calls to the attention of the Contractor any violations on the part of the Contractor, its officers, agents, employees,

contractors, or subcontractors, then Contractor shall immediately desist from and correct such violation.

#### **10. DISCRIMINATION PROHIBITED**

Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer.

#### **11. LICENSE AND TAXES**

The Contractor shall obtain all necessary licenses and permits and promptly pay all taxes required by the City and the State.

#### **12. OWNERSHIP**

Title to Municipal Solid Waste, Construction Debris and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer's premises, whichever last occurs. Title to and liability for any Hazardous Waste shall remain with the generator of such waste.

#### **13. FRANCHISE FEE**

The Contractor will provide billing to and collection from all Commercial Units (excluding Commercial Hand Collect Units). The Contractor agrees to pay to City a franchise fee on or before the last day of each month. This fee shall be 5% of the gross receipts collected by the Contractor for the services rendered to Commercial Units (excluding Commercial Hand Collect Units) during the preceding month, excluding any sales taxes.

#### **14. BOOKS AND RECORDS**

The City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice.

#### **15. TERMINATION FOR CAUSE**

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, City shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a thirty-day (30) period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.

Should Contractor fail to remedy its performance, after a hearing described herein, City may terminate this contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than 10 days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of the Contract. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate refuse collection service for City, or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this Contract.

Any failure by the City to observe the terms and conditions of this Contract shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the Contractor, constitute grounds for forfeiture and immediate termination of all the City's rights under this Contract, and all such rights shall become null and void.

#### **16. INDEPENDENT CONTRACTOR**

In the performance of work or services under this Agreement, the Contractor is and shall at all times be an independent contractor of the City, and any and all of Contractor's employees performing work or services hereunder shall be deemed to be employees of the Contractor or its contractors and not employees of the City. In no event shall this Agreement be deemed or interpreted as creating a principal-agent or joint venture relationship between the parties hereto.

#### **17. NOTICES**

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City, at: 105 S. Cockrell Hill Rd.  
Ovilla, Texas 75154  
ATTN: City Manager and/or City Secretary

If to the Contractor at: Community Waste Disposal  
2010 California Crossing Rd  
Dallas, TX 75220

#### **18. ASSIGNMENT**

This Contract shall not be assignable in whole or in part without the written consent of the City; provided, however, the Contractor may assign this Contract to any direct or indirect affiliate or subsidiary of the Contractor without the written consent of the City.

## **19. SEVERABILITY**

Should any word, phrase, sentence, paragraph or other provision or portion of this Contract be construed to be unlawful or unenforceable by a court of competent jurisdiction, such circumstance shall not affect the validity of the remaining portions of this Contract which shall remain in full force and effect.

## **20. FORCE MAJEURE**

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, Act of God or other similar or different contingency beyond the reasonable control of Contractor.

## **21. BINDING EFFECT**

This Contract shall be binding upon and enure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

## **22. GOVERNING LAW AND VENUE**

This Contract shall be governed by, and its provisions construed in accordance with, the laws of the State of Texas. Venue for any action arising from or related to this Contract shall be Ellis County, Texas.

## **23. ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the parties, and there exist no other written or oral understandings, agreements or assurances with respect to any matters except as set forth herein. Unless expressly stated, this Contract confers no rights to or upon any person or entity that is not a party hereto.

## **24. COMPLIANCE WITH CHAPTER 2270 OF TEXAS GOV'T CODE**

By executing this Agreement, Contractor represents and hereby certifies that Contractor does not boycott Israel currently and will not boycott Israel during the term of this Agreement.

## **EXECUTION PAGE FOLLOWS**

**EXECUTED** as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF OVILLA, TEXAS:**

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

ATTEST:

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

APPROVED AS TO FORM:

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

Community Waste Disposal

By: \_\_\_\_\_  
Dale Pound, Vice President

**ATTACHMENT "A"**  
**PERFORMANCE STANDARDS for**  
**CITY OF OVILLA, TEXAS**  
**EFFECTIVE DECEMBER 1, 2013<sup>38</sup>**

**I. Residential and Commercial Hand Unit Collections**

Schedule: Once weekly Municipal Solid Waste and Bundle pick-up (limited to an aggregate of ten (10) Bags, Bundles and/or Cans per Residential Unit per week); every other week Recyclable Materials collection; twice per month Brush and/or Bulky Waste collection (limited to four (4) cubic yards per collection). Annual Cleanup Day to include Household Hazardous Waste materials and E-waste.

Hours of Operation: 7:00 a.m. – 8:00 p.m.

Placement: Curbside or alley

Approved Containers:

- 1) Container (see definition). Non re-useable containers (provided, such containers can maintain their physical integrity though the collection process), and Bags.
- 2) Recycling Container, All Recyclable Materials must fit inside the Recycling Container with the lid closed; nothing outside the Recycling Container will be collected with the regularly scheduled every other week pick up.

Spillage: Any spillage caused by Contractor will be picked up immediately. Spillage caused by others or by inadequate containers will be the producer's responsibility.

Brush and Bulky Item Collection:

- 1) Contractor shall collect Brush and Bulky Waste twice monthly.

Collection of Brush and Bulky Waste will be made available to residents at a limit of 4 cubic yards per collection twice per month on a scheduled basis. Collection of larger items will be made available to residents at the rate negotiated between the Contractor and the Customer.

**Commercial Container Collection**

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Container Size Available: 2 cu. yd., 3 cu. yd., 4 cu. yd., 6 cu. yd., 30 cu. yd.

Schedules Available: Up to two times weekly.

Hours of Operation: 7:00 a.m. – to completion in non-residential areas.

New Service: Requests for new service will be filled within five (5) working days.

Extra Collections: If notified by 10:00 a.m. on service day, extra pick up will be performed that day. After 10:00 a.m., an attempt will be to make the pick-up that day. If unable, it will be made the following service day. There is a charge for extra pick-ups and refills. Extra service called in Mon & Tues will be completed on Wednesday. Extra service called in on Thursday & Friday, will be collected on Saturday.

Container Maintenance: Containers that have been damaged will be exchanged or repaired by the contractor and Customer shall be responsible to compensate Contractor for any such damage (normal wear and tear and Contractor caused damage excepted).

Odor and Insect Control: The Customer will be responsible for odor and insect control in and around Containers, Bags or Bins.

Non-Payment: Customers will be notified in writing when thirty (30) days past due. If unpaid after forty-five (45) days, Customer will be notified in writing that service is being suspended until account is paid in full. A copy will be sent to the Finance Department and City Code Enforcement.

**General**

Office Hours: 8:00 a.m. – 5:00 p.m. Monday – Friday.

Holidays: New Years, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas. Scheduled pick up services for these days may be omitted by Contractor; however, Municipal Solid Waste collection service at Residential Units will be performed no less than once per week.

ATTACHMENT "B"

RATES FOR SOLID WASTE COLLECTION/DISPOSAL &  
RECYCLABLE MATERIALS COLLECTION & PROCESSING  
RESIDENTIAL AND COMMERCIAL

Residential Solid Waste Collection, Recycling and Bulk Pick-up - from Community Waste Disposal Bid dated August 17, 2018

\$14.28 per month per residence (Includes):

Solid Waste Collection 1 x per week  
Recycle Collection in CWD Provided Container 1 x per 2 weeks  
Bulky Items and Brush 4 Cubic Yards 1 x per 2 weeks  
Annual Clean-up Event

Commercial Hand Collect Accounts: \$21.00

(95-gallon closed lid containers) Collected once per week

Size/Pick up	1 x Week	Extra
2 Cu Yd	\$77.19	\$34.00
3 Cu Yd	\$88.29	\$35.00
4 Cu Yd	\$110.38	\$36.00
6 Cu Yd	\$132.41	\$38.00
8 Cu Yd	\$165.73	\$39.00
10 Cu Yd	Negotiable	Negotiable

Commercial Roll Off Accounts – from Community Waste Disposal Bid dated August 17, 2018

<u>ROLL OFF CONTAINERS:</u>	<u>(Including Disposal Costs)</u>
20 Cubic Yard Per Haul	\$ 401.89
30 Cubic Yard Per Haul	\$ 411.89
40 Cubic Yard Per Haul	\$ 441.89
Other	\$ N/A
Delivery and Exchange	\$ 110.00
Daily Container Rental	\$ 5.25

COMPACTORS:

30 Cubic Yard Compactor Haul Charge	\$ 411.89
35 Cubic Yard Compactor Haul Charge	\$ 411.89
42 Cubic Yard Compactor Haul Charge	\$ 411.89
Other	\$ N/A

Other Services:

- Disposal above 4 tons on Roll Off Containers and Compactors \$32.93 per ton
- Loads exceeding 54,000 Gross Vehicle Weight (GVW) on Roll Off Containers and Compactors \$49.39 per ton over 54,000 pounds GVW

Free City Services

LOCATION/EVENT NAME-	NUMBER	NOTES
ANNUAL CLEANUP (ONE DAY)	8 roll-offs provided with one free haul per roll-off	Contractor will need to deliver roll-offs the morning of the event and empty when full and then collect roll-offs after event.
ANNUAL CLEANUP (ONE DAY)	3 trucks for up to 8 hours	Contractor will need to provide rear loaded packer-type disposal trucks.
CHRISTMAS TREE RECYCLING	1	Contractor will need to service roll off one time for one-week period after the holiday.
HERITAGE DAY CELEBRATION	12 ninety-five (95) gallon polycarts	Contractor will deliver the 95-gallon polycarts one day prior to Heritage Day and collect them the first business day after Heritage Day.
CITY HALL	1 X 30 YD Open top	Up to 16 free hauls per year.
CITY HALL	1 X 6 yard	Serviced 1 X per week.

MUNICIPAL SOLID WASTE COLLECTION,  
TRANSPORTATION AND DISPOSAL CONTRACT

This Municipal Solid Waste Collection, Transportation and Disposal Contract (the "Contract") is entered into as of the 1st day of December, 2018, between the City of Ovilla, Texas ("City"), and Community Waste Disposal ("Contractor"), a Texas corporation, acting by and through its duly authorized representative.

WITNESS:

WHEREAS, City desires to grant to Contractor the exclusive right to operate and maintain the service of collection, transportation and recycling or disposal of Municipal Solid Waste, Construction Debris and Recyclable Materials (as such terms are defined herein), over, upon, along and across the present and future streets, alleys, bridges and public properties of the City, subject to the terms of this Contract; and

WHEREAS, Contractor desires to operate and maintain the service of collection, transportation and recycling or disposal of Municipal Solid Waste, Construction Debris and Recyclable Materials, and residential, commercial and industrial recycling, over, upon, along and across the present and future streets, alleys, bridges and public properties of the City, subject to the terms of this Contract.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

**1. DEFINITIONS:**

Bag: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds.

Bin: Metal receptacle with two (2) to eight (8) cubic yards of capacity that is provided to the City or a Commercial Unit by the Contractor for the collection of Municipal Solid Waste and is designed to be lifted and emptied mechanically.

Brush: Plants or grass clippings, leaves or tree trimmings.

Bulky Waste: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, and weights more than 50 lbs., and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers, provided, however, that no individual item shall exceed one hundred fifty (150) pounds in weight.

Bundle: Trees, shrub, and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four-ft. in length or 50 lbs. in weight.

Commercial Unit: All premises, locations or entities, public or private, requiring Municipal Solid Waste collection within the corporate limits of the City, not a Residential Unit.

Commercial Hand Collect Unit: A retail or light Commercial Unit, which generates no more than one (1) cubic yard of Municipal Solid Waste per week.

Compost: Composting is the transformation of organic material (plant matter) through decomposition into a soil-like material called compost. Invertebrates (insects and earthworms), and microorganisms (bacteria and fungi) help in transforming the material into compost. Composting is a natural form of recycling, which continually occurs in nature.

Construction Debris: Solid Waste resulting from construction, remodeling, repair, or demolition operations.

Container: A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors that is provided by a Residential or Commercial Hand Collect Unit for the collection of its Municipal Solid Waste. The mouth of a Container shall have a diameter greater than or equal to that of the base. The weight of a Container and its contents shall not exceed 50 lbs.

Curbside: That portion of right-of-way adjacent to paved or traveled city roadways (including alleys). The curbside is as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

Customer: An occupant of a Residential or Commercial Unit who generates Municipal Solid Waste.

Dead animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

Disposal site: A refuse depository, including but not limited to Landfill, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licensed, permits or approvals to receive for processing or final disposal of refuse.

E-Waste: consumer and business electronic equipment that is near or at the end of its useful life.

Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated there under or applicable state law concerning the regulation of hazardous or toxic wastes. Waste in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or any appropriate state agency by or pursuant to Federal or State Law. For purpose of this contract, the term hazardous waste shall also include motor oil, gasoline, paint, paint cans, tires, pesticides & fertilizers and metal goods.

**Household Hazardous Waste:** Includes the following materials used or generated at a Residential Unit: Paint products; Chemicals; Rubber Tires; Motor Oils; Automotive and Household Batteries; and Metal Products.

**Landfill:** A Texas Class I landfill, or any other alternate, duly permitted sanitary landfill as selected and approved for use by the Contractor.

**Municipal Solid Waste:** Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction Debris, E-Waste, Household Hazardous Waste or Hazardous Waste.

**Premises:** All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

**Recyclable Materials:** Newsprint; Magazines; Aluminum Beverage Cans; Steel/Tin Cans, Glass - Clear, Brown and Green; HDPE & PET Plastic Bottles #1, #2; Household Paper Products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.

**Recycling Container:** A 95-gallon closed lid container designed for the purpose of curbside collection of Recyclable Materials.

**Residential Unit:** A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

**Roll-Off:** Metal receptacle with twenty (20) to forty (40) cubic yards of capacity that is provided to the City or a Residential or Commercial Unit by the Contractor for the collection of Municipal Solid Waste or Construction Debris.

**Solid Waste:** As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34) whether such waste is mixed with or constitutes Recyclable Materials.

**Stable Matter:** All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

**Unusual accumulations:** For residences, each regular weekly collection of more than an aggregate of ten (10) Bags, Bundles and/or Containers of Municipal Solid Waste.

## 2. GRANT OF CONTRACT

Contractor is hereby granted the exclusive right and privilege within the corporate limits of the City to conduct business for the purpose of collection, transportation and disposal or recycling of Municipal Solid Waste, Construction Debris and Recyclable Materials from Residential Units and Commercial Units, subject to the terms hereof.

## 3. TERM

The term of this Contract shall commence December 01, 2018 (the "Commencement Date") and continue in full force and effect for a period of five (5) years (the "Initial Term") with two (2) one-year renewal options pending the written agreement of both parties (the "Renewal Term"). Should either the City or Contractor elect not to renew and extend the contract for a Renewal Term, notice must be given to the other party in writing not less than 180 days prior to the expiration of the Initial Term or first Renewal Term.

## 4. RATES & BILLING

4.1. Collection and Disposal Rates. The Contractor shall charge the collection and disposal rates set forth in Attachment "B" to this Contract. For special collections provided by the Contractor, the charges shall be negotiated between the Contractor and the Customer prior to collection.

4.2. Modification to Rates: On each anniversary date of this Contract, the fees which may be charged by the Contractor shall be adjusted upward or downward to reflect changes in the cost of operations.

a. All rates charged by Community Waste Disposal (contractor) will be subject to an Annual CPI/Fuel/Disposal Cost Adjustment. The first annual adjustment will be effective twelve (12) months from the contract date, and subsequent adjustments will be made each year through the term of the contract. The Annual Adjustment will be applicable to all charges for Trash, Recycling, and other services for both residential and commercial services as contained in the contract. Rates and fees will be adjusted by the contractor for the second and subsequent Contract years for the term of the contract, based on the indices and methodology as described below. If any index defined herein shall not be determined and published or if any index as it is constituted on the Contract Date is thereafter substantially changed, there shall be substituted for such index another index which is determined and published on a basis substantially similar to the index being replaced as shall be mutually agreed upon by the City and the Contractor. The percentage breakdown among the three components of the annual adjustment (CPI, Fuel, Disposal) will vary based on the type of service rendered (System) and can be found on the System Chart below. Annual Rate Adjustment will not be unreasonably withheld or denied.

b. **CPI (see System Chart for %)**

The basis for the CPI component of the annual increase will be the increase in the "Consumer Price Index – All Urban Consumers", all items (not seasonally adjusted) less Energy, for the Dallas-Fort Worth, TX Area as published by the U.S. Department of Labor Bureau of Labor Statistics. The contractor has designated (see System Chart for amount) % of fees and charges to be adjusted by the CPI index. For the Annual Cost Adjustment to be effective on the first

anniversary of the contract date, the Base or previous CPI index will be the most recent index published two (2) months prior to the date of the contract, and the Current CPI Index will be the most recent Index published two (2) months prior to the current year's contract anniversary date. For subsequent years the Base CPI will be the previous year's "Current Index Value" and the Current CPI Index will be the most recently published Index two (2) months prior to the current year's contract anniversary date.

**c. FUEL (see System Chart for %)**

The Fuel portion of the Annual Adjustment will be determined using the increase in the Department of Energy's Weekly Retail On-Highway Diesel Prices per gallon for the Gulf Coast region as reported by the Energy Information Administration of the U.S. Department of Energy ([www.eia.doe.gov](http://www.eia.doe.gov)). The contractor has designated (see System Chart for amount) % of fees and charges to be adjusted by the diesel fuel index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Fuel Index will be the average DOE diesel fuel cost per gallon for the most recent three (3) month period ending two (2) months prior to the date of the contract. The Current Fuel Index will be the DOE average diesel fuel cost per gallon for the three (3) month period ending two (2) months prior to the contract anniversary date. For all subsequent years of the contract the Base or Previous Fuel Index will be the previous year's "Current Index Value", and the Current Fuel Index will be the average DOE diesel fuel cost for the three-month period ending two (2) months prior to the current years contract anniversary date.

**d. DISPOSAL (see System Chart for %)**

The Disposal portion of the Annual Adjustment will be determined using the increase in the CWD gate rate price for the McCommas Landfill. The contractor has designated (see System Chart for amount) % of fees and charges to be adjusted by the Disposal rate changes. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Disposal Index will be the McCommas Landfill gate rate effective on the date the CWD bid was submitted. The Current Disposal Index will be the McCommas Landfill gate rate in effect ten (10) months from the contract start date. For all subsequent years of the contract the Base or Previous Index value will be the previous year's "Current Index Value", and the McCommas Landfill gate rate in effect one month prior to the current years contract anniversary date.

**e. SYSTEM CHART**

	Front Load Trash	Roll Off Trash	Roll Off Excessive Weight	Residential Trash	Recycle
CPI	57%	37%	0%	48%	69%
Fuel	13%	13%	0%	20%	20%
Disposal	30%	50%	100%	32%	11%
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

f. As of the month of the anniversary date of this Contract and every 12 months thereafter (the Rate Modification Date).

- g. A sixty-day (60) notice of any and all rate changes shall be given to the City by the Contractor.
- h. The City Council shall vote on approval of any and all rate increases, and such approval shall not be unreasonably withheld.

4.3. **Billing Responsibility; Payments:** The City shall be responsible for billing all Residential Units and Commercial Hand Collect Units located within the City's corporate limits. The City agrees to remit to the Contractor the contracted amount for each Residential Unit and Commercial Hand Collect Unit in an amount based on the attached rate schedule. The total amount due to the Contractor each month will be based upon what is billed by the City, not what is actually collected. Additionally, the City shall be responsible for billing, collecting and remitting/paying any sales, use or services taxes assessed or payable in connection with the services billed and collected by the City.

4.4. **Delinquent and Closed Accounts:** The Contractor shall discontinue the services contracted for hereunder to any Residential Unit or Commercial Hand Collect Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume such services on the next regular scheduled collection day. The Contractor will not be responsible for any claims, suits, demands, damages or liabilities resulting from the Contractor's discontinuation of service to any location at the direction of the City. The Contractor shall have the right to discontinue service at any Commercial Unit that becomes delinquent in payments.

4.5 **Contractor's Billings to City:** The Contractor shall bill the City for service rendered within ten (10) days following the end of the month and the City shall pay the Contractor on or before the thirtieth (30th) day following the end of the month. Such billing and payment shall be based on the price rates and schedules set forth in this Contract as may be amended from time-to-time. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from its customers for such service.

## 5. CONTRACTOR SERVICES

### 5.1 Residential Service

At the premises of residential accounts held by the City and served by the Contractor, collection shall occur as follows:

- A minimum of once weekly Municipal Solid Waste and Bundle collection; and
- Twice per month Bulky Waste and Brush collection; and
- Every other week Recyclable Materials collection

Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers if selected. The City has the right to reject and request modification of routes, and updates on routes of Contractor.

The Contractor shall provide, in a good and competent manner, the services called for and described herein which shall consist of all supervision, equipment, labor, materials, and all other items

necessary to provide the City with complete Municipal Solid Waste, Construction Debris and Recyclable Materials collection, removal and disposal or recycling. The City currently has approximately 1260 Residential Unit accounts billed and collected by the City, and approximately 9 Commercial Unit accounts billed and collected by the Contractor. The Contractor shall collect Municipal Solid Waste and Bundles from Residential Units once a week (limited to an aggregate of ten (10) Bags, Cans and/or Bundles each week), and shall collect Bulky Waste and Brush from Residential Units twice per month (limited to four (4) cubic yards per collection). Municipal Solid Waste generated by Commercial Units shall be collected as required by the Commercial Unit. Attachment "A" hereto provides the agreed upon performance standards.

The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, tornado or other act of God over which the City or Contractor has no control. In the event of such a flood, tornado or other act of God, the Contractor and the City will negotiate the payment to be made to the Contractor. Further if the City and the Contractor reach such agreement, then the City shall grant the Contractor variance in routes and schedules as deemed necessary by the Contractor.

**5.2. Commercial Service.** Contractor shall collect and remove Municipal Solid Waste from the premises of Commercial Units at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be once a week or more to maintain premises free of accumulation of waste. Commercial Hand Collect Unit collection shall be in Bags and/or Container. If collection is from a Bin, that Bin shall be located on a concrete pad to accommodate equipment. The City and Contractor shall determine the acceptability of Bin pads, locations, and screening.

**5.3. City Service.** The Contractor shall provide these services to the City at no charge:

- a. Suitable containers at the City's choice: 6-yard Bin at City Hall with weekly pick up service and a 30 or 40-yard Roll-Off at City Hall to be hauled up to 16 times per year, both at no charge.
- b. Contractor shall provide services for the annual citywide clean-up day and Heritage Day including (8) 40-yard open top Roll-Offs for deposit of trees and any Municipal Solid Waste and (3) rear loaded packer-type disposal trucks for up to 8 hours to be used to haul Municipal Solid Waste on clean-up day. This will be at no charge to the City. The site and time will be at the City's reasonable discretion. The City shall provide the Contractor with reasonable prior notice of the dates and times for such event.
- c. During the City's annual citywide clean-up day, the Contractor shall provide, at no cost to the City, a designated area for the collection of Household Hazardous Waste from residents of the City and shredding as well as a Roll-Off designated for the collection of E-Waste from residents of the City. The City and Contractor shall mutually decide on the location(s) of these services.

**5.4. Brush/Bulk Waste Collection.** The Contractor shall provide a Brush and Bulky Waste collection twice per month to all Residential Units, unless otherwise specified. Contractor agrees to

collect up to an aggregate of four (4) cubic yards of Brush and/or Bulky Waste from each Residential Unit, each collection day.

**5.5. Residential Recycling Collection:** The Contractor shall collect Recyclable Materials every other week from all Residential Units located within the City's corporate limits.

**5.6. Unusual Accumulations Collection:** The Contractor may charge for the collection of Unusual Accumulations.

**5.7. Texas Governmental Fees and Charges and Compliance.** The Contractor shall pay all applicable Local, State and Federal taxes, as well as applicable tonnage charges and regulatory fees during the life of this Contract; provided, however the City shall be responsible for paying any applicable sales, use or service taxes assessed or payable on the services billed and collected by the City. The Contractor shall follow all applicable Local, State, and Federal laws and regulations pertaining to the provision of the services detailed herein, including but not limited to those related to safety.

**5.8. Recycling Service.** Recyclable Materials shall be collected every other week. All Recyclable Materials for the recycling program shall be recycled and not disposed in a landfill, save and except for residue and contamination. Contractor's failure to abide by obligations of the recycling program by disposing of recyclable at a landfill or co-mingling with solid waste collections shall constitute a material breach of contract. In such case, the City may at its discretion terminate this contract, there being no cure for lost recycling opportunities. The Contractor shall notify the City of the recycling location where Recyclable Materials will be unloaded and processed. The City reserves the right to approve Contractors recycling site and such approval shall not be unreasonably withheld.

The Contractor shall be responsible for transporting the Recyclable Materials to a processing site and must have established buyers or markets for the Recyclable Materials. The Contractor shall be required to identify the buyers of the Recyclable Materials upon request by the City. To the fullest extent possible, Recyclable Materials shall be protected against contaminates that require disposal at the landfill. The Contractor shall be solely responsible for the processing and marketing of all Recyclable Materials collected pursuant to the Contract.

## **6. COLLECTION OPERATIONS**

**6.1. Hours of Operation.** Collection of Municipal Solid Waste shall begin no earlier than 7:00 o'clock A.M. and shall generally not extend beyond 8:00 o'clock P.M. No collection shall be made on Sunday. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor.

**6.2. Hours of Disposal.** Contractor shall dispose of Municipal Solid Waste within the operating hours of the disposal site.

**6.3. Locations for Collection.** Each Container, Bag and Bundle must be placed at curbside or alley for collection. When construction work is being performed in rights-of-way, Containers, Bags, and Bundles shall be placed as close as practicable to an access point for the collection vehicle.

Contractor may decline to collect any Container, Bag or Bundle not so placed or any Municipal Solid Waste not in a Bag, Bundle or Container.

**6.4. Routes of Collection.** Collection routes shall be established by the Contractor as approved by the City, and such approval shall not be unreasonably withheld. Routes shall be determined based on the best interests of the City so that no harm is caused to children, school crossing areas, and other areas where frequent citizen congregation occurs during peak times. The Contractor may from time to time propose changes to the route or days of collection affecting Residential Units. Upon City approval of the proposed change, the City shall give written or published notice to the affected Residential Units.

**6.5. Holidays.** The following shall be holidays for purposes of this Contract:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday; provided, however, that Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be determined in conjunction with the City to best accommodate the needs of the citizens. The City shall be informed of all make up days at least two weeks prior to the holiday. The City shall give written or published notice to the affected Residential Units.

**6.6. Complaints.** All complaints shall be referred directly to the Contractor by the City and shall be given prompt and courteous attention. At a minimum, customer complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints and provide the City, upon request, copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any missed pick-ups of Municipal Solid Waste or Recyclable Materials will be collected the same business day if notification to the Contractor is provided by 2:00 p.m. but not later than 12:00 p.m. the next business day if notification is provided after 2:00 p.m.

**6.7. Collection-Equipment.** Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor, which are reasonably necessary to adequately, efficiently, and properly collect and transport Municipal Solid Waste, Construction Debris and Recyclable Materials from accounts serviced by Contractor in accordance with this Contract. Collection of Municipal Solid Waste shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak fluids or scatter any waste within the limits of the City or while in route to the disposal site.

Contractor shall utilize standard twenty-five yard collection vehicles to perform the residential services hereunder. Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be washed, maintained and painted as often as necessary to preserve and present a well-kept appearance and sanitary condition, and a regular preventative maintenance program shall be used. The City may inspect Contractor's vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month.

6.8. Office. The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.

6.9. Point of Contact. All dealings, contacts, etc. between the Contractor and the City shall be directed by the Contractor to the District Manager and by the City to the Mayor or his designee.

6.10. Lease Containers. The Contractor may lease containers for Municipal Solid Waste storage to the owner or occupant of a Commercial Unit. In the event any such lease agreement is entered into, the Contractor shall lease the container at a rates contained herein. Such containers shall be equipped with suitable covers to prevent blowing or scattering of Municipal Solid Waste and shall be maintained in a sanitary and safe condition. Such containers shall be clearly marked with the Contractor's name and telephone number in letters not less than two inches (2") in height. Such containers shall be maintained in a single color or color scheme.

6.11. Curbside Recycling Containers. The Contractor will provide each Residential Unit with a Recycling Container for the collection of Recyclable Materials. Each Recycling Container shall be of a type that is accepted by other municipalities with recycling experience. Title to all Recycling Containers provided to Residential Units under this Contract shall remain with the Contractor.

6.12. Disposal. The Contractor shall deliver Municipal Solid Waste collected to the designated Disposal Site. Disposal of Recyclable Materials must be done in accordance with state law. The Contractor is responsible for payment of all costs of disposal, including without limitation, tipping, environmental, inspection or other fees charges by disposal site operators or governmental authorities in connection with disposal activities.

6.13. Non-Routine Collection. The Contractor will be required to provide one (1) Roll-Off to be placed at the City Yard for the annual Christmas tree collection for recycling purposes during a one-week period and deliver trees to a recycling center. Such Roll-Off will be hauled on an as-needed basis during the one-week collection period. Once the Contractor has fulfilled this obligation, Christmas trees will be collected from Residential Units by the Contractor on the regularly scheduled Brush collection day.

6.14. Vicious Animals. Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish the collection services provided for hereunder in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

6.15. Hazardous Waste. Contractor shall not be obligated to pick up Hazardous Waste (except for Household Hazardous Waste on the annual designated day), including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.

6.16. Protection From Scattering. Each vehicle used by Contractor for collection services shall be equipped with a cover, which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of Municipal Solid Waste, Construction Debris and/or Recyclable Materials onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter Municipal Solid Waste, Construction Debris and/or Recyclable Materials; however, if Municipal Solid Waste, Construction Debris and/or Recyclable Materials is scattered from Contractors vehicle for any reason, it shall be picked up immediately. The Contractor shall not be responsible for scattered Municipal Solid Waste, Construction Debris and/or Recyclable Materials unless the same has been caused by its acts or those of any of its employees, in which case all scattered Municipal Solid Waste, Construction Debris and/or Recyclable Materials shall be picked up immediately by the Contractor.

Municipal Solid Waste spillage or excess Municipal Solid Waste shall be picked up by the Contractor after a Commercial Unit reloads the Bin. In the case of Commercial Units, Contractor shall then be entitled to an extra collection charge for each reloading of a Commercial Unit's Bin requiring an extra collection. Should such commercial spillage continue to occur, City shall require the Commercial Unit and Contractor to increase the frequency of collection of the Commercial Unit's Municipal Solid Waste or require the Commercial Unit to utilize a Bin with a larger capacity, and the Contractor shall be compensated for such additional services.

## 7. INDEMNIFICATION AND INSURANCE

7.1. Indemnification. Contractor shall indemnify, save, and hold harmless the City and its officers, agents and employees with respect to any claims or demands, actions, damages, costs and expenses, including, without limitation, attorneys' fees and costs of litigation, arising from the death or injury of any person whomsoever, or any loss, damage or destruction of any property whatsoever, caused by any intentional, negligent or grossly negligent act, error or omission of the Contractor, its agents, servants, employees, subcontractors or other persons acting on Contractor's behalf and arising from or related to Contractor's performance under this Contract; provided, however, that this indemnity shall not apply to any suits, actions, legal proceedings, claims, demands, damages, costs, expenses or attorneys' fees caused by a willful or negligent act, error or omission of the City. Neither party will be responsible for the sole negligence of the other party. Neither this provision nor any

other provision in this Contract shall be deemed or construed as a waiver of the City's sovereign immunity from suit and/or liability.

7.2. Insurance. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property, which is caused by a willful or negligent act or omission in the performance of the work hereunder by the Contractor, his agents, servants, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

**Minimum Limits of Insurance:**

Type Coverage	Per Occurrence Minimum	Aggregate minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability minimum	\$1,000,000	\$2,000,000
Property Damage minimum	\$1,000,000	\$2,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	\$2,000,000
Comprehensive Auto Liability-Property Damage	\$500,000	\$1,000,000

**8. BOND**

The Contractor shall procure and furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in an amount equal to \$250,000, renewed annually for the life of the Contract, including any Renewal Term(s). The premium for the performance bond shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis. The surety on the performance bond shall be a duly authorized corporate surety authorized to do business in the State of Texas. The City may make demand and collect under the terms of the performance bond for Contractor's breach of this Contract in addition to any and all other available legal remedies.

**9. COMPLIANCE WITH LAWS**

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all laws, federal, state, and local. It is agreed and understood that if the City calls to the attention of the Contractor any violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from and correct such violation.

**10. DISCRIMINATION PROHIBITED**

Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer.

## **11. LICENSE AND TAXES**

The Contractor shall obtain all necessary licenses and permits and promptly pay all taxes required by the City and the State.

## **12. OWNERSHIP**

Title to Municipal Solid Waste, Construction Debris and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer's premises, whichever last occurs. Title to and liability for any Hazardous Waste shall remain with the generator of such waste.

## **13. FRANCHISE FEE**

The Contractor will provide billing to and collection from all Commercial Units (excluding Commercial Hand Collect Units). The Contractor agrees to pay to City a franchise fee on or before the last day of each month. This fee shall be 5% of the gross receipts collected by the Contractor for the services rendered to Commercial Units (excluding Commercial Hand Collect Units) during the preceding month, excluding any sales taxes.

## **14. BOOKS AND RECORDS**

The City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice.

## **15. TERMINATION FOR CAUSE**

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, City shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a thirty-day (30) period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.

Should Contractor fail to remedy its performance, after a hearing described herein, City may terminate this contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than 10 days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of the Contract. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the

City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate refuse collection service for City, or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this Contract.

Any failure by the City to observe the terms and conditions of this Contract shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the Contractor, constitute grounds for forfeiture and immediate termination of all the City's rights under this Contract, and all such rights shall become null and void.

#### **16. INDEPENDENT CONTRACTOR**

In the performance of work or services under this Agreement, the Contractor is and shall at all times be an independent contractor of the City, and any and all of Contractor's employees performing work or services hereunder shall be deemed to be employees of the Contractor or its contractors and not employees of the City. In no event shall this Agreement be deemed or interpreted as creating a principal-agent or joint venture relationship between the parties hereto.

#### **17. NOTICES**

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City, at: 105 S. Cockrell Hill Rd.  
Ovilla, Texas 75154  
ATTN: City Manager and/or City Secretary

If to the Contractor at: Community Waste Disposal  
2010 California Crossing Rd  
Dallas, TX 75220

#### **18. ASSIGNMENT**

This Contract shall not be assignable in whole or in part without the written consent of the City; provided, however, the Contractor may assign this Contract to any direct or indirect affiliate or subsidiary of the Contractor without the written consent of the City.

#### **19. SEVERABILITY**

Should any word, phrase, sentence, paragraph or other provision or portion of this Contract be construed to be unlawful or unenforceable by a court of competent jurisdiction, such circumstance shall not affect the validity of the remaining portions of this Contract which shall remain in full force and effect.

## **20. FORCE MAJEURE**

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, Act of God or other similar or different contingency beyond the reasonable control of Contractor.

## **21. BINDING EFFECT**

This Contract shall be binding upon and enure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

## **22. GOVERNING LAW AND VENUE**

This Contract shall be governed by, and its provisions construed in accordance with, the laws of the State of Texas. Venue for any action arising from or related to this Contract shall be Ellis County, Texas.

## **23. ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the parties, and there exist no other written or oral understandings, agreements or assurances with respect to any matters except as set forth herein. Unless expressly stated, this Contract confers no rights to or upon any person or entity that is not a party hereto.

## **24. COMPLIANCE WITH CHAPTER 2270 OF TEXAS GOV'T CODE**

By executing this Agreement, Contractor represents and hereby certifies that Contractor does not boycott Israel currently and will not boycott Israel during the term of this Agreement.

**EXECUTION PAGE FOLLOWS**

EXECUTED as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF OVILLA, TEXAS:**

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

ATTEST:

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

APPROVED AS TO FORM:

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

Community Waste Disposal

By: \_\_\_\_\_  
Dale Pound, Vice President

**ATTACHMENT "A"**  
**PERFORMANCE STANDARDS for**  
**CITY OF OVILLA, TEXAS**  
**EFFECTIVE DECEMBER 1, 2013<sup>38</sup>**

I. Residential and Commercial Hand Unit Collections

Schedule: Once weekly Municipal Solid Waste and Bundle pick-up (limited to an aggregate of ten (10) Bags, Bundles and/or Cans per Residential Unit per week); every other week Recyclable Materials collection; twice per month Brush and/or Bulky Waste collection (limited to four (4) cubic yards per collection). Annual Cleanup Day to include Household Hazardous Waste materials and E-waste.

Hours of Operation: 7:00 a.m. – 8:00 p.m.

Placement: Curbside or alley

Approved Containers:

- 1) Container (see definition). Non re-useable containers (provided, such containers can maintain their physical integrity through the collection process), and Bags.
- 2) Recycling Container, All Recyclable Materials must fit inside the Recycling Container with the lid closed; nothing outside the Recycling Container will be collected with the regularly scheduled every other week pick up.

Spillage: Any spillage caused by Contractor will be picked up immediately. Spillage caused by others or by inadequate containers will be the producer's responsibility.

Brush and Bulky Item Collection:

- 1) Contractor shall collect Brush and Bulky Waste twice monthly.

Collection of Brush and Bulky Waste will be made available to residents at a limit of 4 cubic yards per collection twice per month on a scheduled basis. Collection of larger items will be made available to residents at the rate negotiated between the Contractor and the Customer.

**Commercial Container Collection**

Container Size Available: 2 cu. yd., 3 cu. yd., 4 cu. yd., 6 cu. yd., 30 cu. yd.

Formatted: French (France)

Schedules Available: Up to two times weekly.

Hours of Operation: 7:00 a.m. – to completion in non-residential areas.

New Service: Requests for new service will be filled within five (5) working days.

Extra Collections: If notified by 10:00 a.m. on service day, extra pick up will be performed that day.

After 10:00 a.m., an attempt will be to make the pick-up that day. If unable, it will be made the following service day. There is a charge for extra pick-ups and refills. Extra service called in Mon & Tues will be completed on Wednesday. Extra service called in on Thursday & Friday, will be collected on Saturday.

Container Maintenance: Containers that have been damaged will be exchanged or repaired by the contractor and Customer shall be responsible to compensate Contractor for any such damage (normal wear and tear and Contractor caused damage excepted).

Odor and Insect Control: The Customer will be responsible for odor and insect control in and around Containers, Bags or Bins.

Non-Payment: Customers will be notified in writing when thirty (30) days past due. If unpaid after forty-five (45) days, Customer will be notified in writing that service is being suspended until account is paid in full. A copy will be sent to the Finance Department and City Code Enforcement.

**General**

Office Hours: 8:00 a.m. – 5:00 p.m. Monday – Friday.

Holidays: New Years, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas. Scheduled pick up services for these days may be omitted by Contractor; however, Municipal Solid Waste collection service at Residential Units will be performed no less than once per week.

ATTACHMENT "B"

RATES FOR SOLID WASTE COLLECTION/DISPOSAL &  
RECYCLABLE MATERIALS COLLECTION & PROCESSING  
RESIDENTIAL AND COMMERCIAL

Residential Solid Waste Collection, Recycling and Bulk Pick-up - from Community Waste Disposal Bid dated August 17, 2018

\$14.28 per month per residence (Includes):

Solid Waste Collection 1 x per week  
Recycle Collection in CWD Provided Container 1 x per 2 weeks  
Bulky Items and Brush 4 Cubic Yards 1 x per 2 weeks  
Annual Clean-up Event

Commercial Hand Collect Accounts: \$21.00

(95-gallon closed lid containers) Collected once per week

Size/Pick up	I x Week	Extra
2 Cu Yd	\$77.19	\$34.00
3 Cu Yd	\$88.29	\$35.00
4 Cu Yd	\$110.38	\$36.00
6 Cu Yd	\$132.41	\$38.00
8 Cu Yd	\$165.73	\$39.00
10 Cu Yd	Negotiable	Negotiable

Commercial Roll Off Accounts – from Community Waste Disposal Bid dated August 17, 2018

ROLL OFF CONTAINERS:

(Including Disposal Costs)

20 Cubic Yard Per Haul	\$ 401.89
30 Cubic Yard Per Haul	\$ 411.89
40 Cubic Yard Per Haul	\$ 441.89
Other	\$ N/A
Delivery and Exchange	\$ 110.00
Daily Container Rental	\$ 5.25

COMPACTORS:

30 Cubic Yard Compactor Haul Charge	\$ 411.89
35 Cubic Yard Compactor Haul Charge	\$ 411.89
42 Cubic Yard Compactor Haul Charge	\$ 411.89
Other	\$ N/A

Other Services:

- Disposal above 4 tons on Roll Off Containers and Compactors \$32.93 per ton
- Loads exceeding 54,000 Gross Vehicle Weight (GVW) on Roll Off Containers and Compactors \$49.39 per ton over 54,000 pounds GVW

Free City Services

LOCATION/EVENT NAME-	NUMBER	NOTES
ANNUAL CLEANUP (ONE DAY)	8 roll-offs provided with one free haul per roll-off	Contractor will need to deliver roll-offs the morning of the event and empty when full and then collect roll-offs after event.
ANNUAL CLEANUP (ONE DAY)	3 trucks for up to 8 hours	Contractor will need to provide rear loaded packer-type disposal trucks.
CHRISTMAS TREE RECYCLING	1	Contractor will need to service roll off one time for one-week period after the holiday.
HERITAGE DAY CELEBRATION	12 ninety-five (95) gallon polycarts	Contractor will deliver the 95-gallon polycarts one day prior to Heritage Day and collect them the first business day after Heritage Day.
CITY HALL	1 X 30 YD Open top	Up to 16 free hauls per year.
CITY HALL	1 X 6 yard	Serviced 1 X per week.

**Comparison of Annual Adjustment Models**  
**City of Ovilla vs. CWD**  
**Example used - Residential Trash Rate**

**CPI**

Series Title: All items in Dallas-Fort Worth-Arlington, TX, all urban consumers, not seasonally adjusted			
Ovilla Method		CWD Method	
July 2017 Index	225.613	July 2017 Index	225.613
July 2018 Index	233.570	July 2018 Index	233.570
Change in Index	7.957	Change in Index	7.957
% change in Index	3.5%	% change in Index	3.5%

**FUEL**

Bureau of Labor Statistics	
CPI - Gasoline - all types, Dallas-Fort Worth	
Ovilla Method	
July 2017 Index	201.578
July 2018 Index	248.610
Change in Index	47.032
% change in Index	23.3%

Department of Energy - 13 week average	
Weekly Retail On-Highway Diesel Prices	
CWD Method	
13 Week Average ending 6-26-17	2.402
13 Week Average ending 6-25-18	2.973
Change in Price	0.571
% change in Price	23.8%

**LANDFILL**

Published gate rate at City of Dallas McCommas Landfill

Landfill rate July 2017	\$ 25.00	Landfill rate July 2017	\$ 25.00
Landfill rate July 2018	\$ 25.00	Landfill rate July 2018	\$ 25.00
Change in Rate	\$ -	Change in Rate	\$ -
% change in Rate	\$ -	% change in Rate	\$ -

**ADJUSTMENT CALCULATION (Residential Trash)**

Ovilla Method			CWD Method		
% Change	% applied to rate	Applied to Annual Adjustment	% Change	% applied to rate	Applied to Annual Adjustment
CPIU	3.5%	100%	3.5%	3.5%	48%
Fuel	23.3%	100%	23.3%	23.8%	20%
Landfill	\$ -	100%	0.0%	\$ -	32%
Annual Adjustment		<u>26.8%</u>	Annual Adjustment		<u>6.4%</u>
Existing Rate		\$ 10.20	Existing Rate		\$ 10.20
Annual Adjustment		<u>\$ 2.73</u>	Annual Adjustment		<u>\$ 0.66</u>
New rate		<u>\$ 12.93</u>	New rate		<u>\$ 10.86</u>

## AGENDA ITEM REPORT

### Item 5

Meeting Date: September 10, 2018

Department: UB, Finance & Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted by: John R. Dean, Jr., CM

Amount: \$N/A

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

#### Attachments:

1. Ordinance 2018-20

#### Agenda Item / Topic:

ITEM 5. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2018-20 of the City of Ovilla, Texas, amending Appendix A, Article A7.000, Section A7.003(A) of the Code of Ordinances of the City of Ovilla; establishing a monthly water rate for residential and nonresidential customers; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

#### Discussion / Justification:

This proposed adjustment to the water rate is a pass through of the Dallas Water Utilities reduction of \$0.13 per thousand. This was discussed during the budget workshops as an assumption that all rate increases and decreases would be passed on to the customer.

#### Recommendation / Staff Comments:

Staff recommends approval.

#### Sample Motion(s):

I move to approve/deny Ordinance 2018-20 of the City of Ovilla, Texas, amending Appendix A, Article A7.000, Section A7.003(A) of the Code of Ordinances of the City of Ovilla; establishing a monthly water rate for residential and nonresidential customers; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, AMENDING APPENDIX A, ARTICLE A7.000, SECTION A7.003(A) OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA; ESTABLISHING A MONTHLY WATER RATE FOR RESIDENTIAL AND NONRESIDENTIAL CUSTOMERS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERANCE CLAUSE; PROVIDING FOR INCORPORATION INTO THE OVILLA CODE OF ORDINANCES; PROVIDING FOR IMMEDIATE EFFECT; AND PROVIDING FOR PUBLICATION.

WHEREAS, pursuant to Ordinance No. 2018-17, the City Council of the City of Ovilla, Texas, approved the Fiscal Year 2019 Operating Budget and Annual Program of Services (the Budget); and

WHEREAS, in conjunction with the Budget, the City Council sets fees for services provided by the City to its residents; and

WHEREAS, based on current costs of water purchased from the City's provider, the City Council approved a monthly water rate decrease of \$0.13 per 1,000 gallons for both residential and nonresidential customers in the City, as set forth in the Budget; and

WHEREAS, based on the monthly water rate increase it is necessary to amend the City's Code of Ordinances to reflect the new monthly water rate.

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

**SECTION 1. AMENDMENT OF APPENDIX A, ARTICLE A7.000, SECTION A7.003(A) OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA, TEXAS**

Appendix A, Article A7.000, Section A7.003(A) of the Code of Ordinances of the City of Ovilla, Texas, is hereby amended to read as follows:

(a) Monthly water rates. Monthly rates for water furnished by the city for residential and nonresidential:

Inside corporate limits:

\$11.26/minimum	0 to 1,000 gallons
\$10.15/1,000 gallons	1,001 to 2,000 gallons
\$3.65/1,000 gallons	2,001 to 20,000 gallons
\$4.75/1,000 gallons	20,001 to 40,000 gallons
\$5.85/1,000 gallons	40,001 to 60,000 gallons
\$6.95/1,000 gallons	60,001 to 80,000 gallons
\$8.05/1,000 gallons	80,001 to 100,000 gallons
\$9.15/1,000 gallons	100,001 and up

**SECTION 2. SAVINGS CLAUSE**

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

**SECTION 3. SEVERANCE CLAUSE**

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 4. INCORPORATION INTO THE CODE OF ORDINANCES**

The provisions of this ordinance shall be included and incorporated in the City of Ovilla Code of Ordinances and shall be appropriately renumbered, if necessary, to conform to the uniform numbering system of the Code.

**SECTION 5. EFFECTIVE DATE**

Because of the nature of the interests and safeguards sought to be protected by this Ordinance and in the interest of the citizens of the City of Ovilla, Texas, this Ordinance shall take effect immediately after passage, approval and publication, as required by law.

**SECTION 6. PUBLICATION**

The City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause hereof as an alternative method of publication provided by law.

**PASSED, ADOPTED and APPROVED** by the City Council of Ovilla, Texas, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## AGENDA ITEM REPORT

### Item 6

Meeting Date: September 10, 2018

Department: UB, Finance & Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted by: John R. Dean, Jr., CM

Amount: \$N/A

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

#### Attachments:

1. Ordinance 2018-21

#### Agenda Item / Topic:

ITEM 6. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2018-21 of the City of Ovilla, Texas, to amend Chapter 13, Article 13.03, Section 13.03.112(A) of the Code of Ordinances of the City of Ovilla establishing requirements for determination of wastewater flow and; amend Chapter 13, Article 13.03.113 of the Code of Ordinances of the City of Ovilla establishing acceptable methods for applying for service; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

#### Discussion / Justification:

This Ordinance changes the method of establishing the “Winter Average”. The current method averages the water consumption of December January and February to establish the monthly usage for wastewater billing annually. The new method will take the lowest usage of those three months and that will establish each customers wastewater monthly usage for that year.

The second item this Ordinance addresses is the ability for a customer to establish service without being physically present at City Hall. The practice has already been in place for new customers to be able to place their information in the night deposit box to establish service. By making this change it will give us the ability to even have customers establish new service online allowing us to provide better service to our residents.

#### Recommendation / Staff Comments:

Staff recommends approval.

#### Sample Motion(s):

I move to approve/deny Ordinance 2018-21 of the City of Ovilla, Texas, to amend Chapter 13, Article 13.03, Section 13.03.112(A) of the Code of Ordinances of the City of Ovilla establishing requirements for determination of wastewater flow and; amend Chapter 13, Article 13.03.113 of the Code of Ordinances of the City of Ovilla, Texas establishing acceptable methods for applying for service; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

ORDINANCE NO. 2018-21

AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, AMENDING CHAPTER 13, ARTICLE 13.03, SECTION 13.03.112(A) OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA, TEXAS, ESTABLISHING REQUIREMENTS FOR DETERMINATION OF WASTEWATER FLOW; AMENDING CHAPTER 13, ARTICLE 13.03.113 OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA, ESTABLISHING ACCEPTABLE METHODS OF APPLYING FOR SERVICE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERANCE CLAUSE; PROVIDING FOR INCORPORATION INTO THE OVILLA CODE OF ORDINANCES; PROVIDING FOR IMMEDIATE EFFECT; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council has found that the current practice of determining the wastewater flow can be modified to be more beneficial to the customer; and

WHEREAS, the City Council of Ovilla wishes to establish a process that is reasonable for the City of Ovilla, Texas; and

WHEREAS, the City Council of Ovilla has found that current practice of applying for service in person is not necessary to establish service; and

WHEREAS, the City Council of Ovilla wishes to establish a process that is convenient for a new applicant to establish service with the City of Ovilla, Texas; and

WHEREAS, the City Council finds and determines it is in the best interest of the citizens of the City of Ovilla to amend the Code of Ordinances to establish a wastewater flow determination process; and establish a convenient process for establishing service.

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

SECTION 1.

AMENDMENT OF CHAPTER 13, ARTICLE 13.03, SECTION 13.03.112 OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA, TEXAS

CHAPTER 13, ARTICLE 13.03, SECTION 13.03.112(a) "Determination of wastewater flow" of the Code of Ordinances of the City of Ovilla, Texas, is hereby amended to read as follows:

\*\*\*\*\*

Each March, the billable wastewater flow for each residential customer will be adjusted based on the calculated winter average. The volume of flow used in computing wastewater charges for residential customers will be calculated by using the lowest month of the previous December, January, and February metered water consumption, to be known as the winter average. The winter average consumption of all residential customers will be used for those customers without a winter average.

\*\*\*\*\*

AMENDMENT OF CHAPTER 13, ARTICLE 13.03, SECTION 13.03.113 OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA, TEXAS

CHAPTER 13, ARTICLE 13.03, SECTION 13.03.113 "Application for service" of the Code of Ordinances of the City of Ovilla, Texas, is hereby amended to read as follows:

\*\*\*\*\*

## ORDINANCE NO. 2018-21

Each customer desiring wastewater service from the city must make application for service and furnish the information requested by the city manager and pay the applicable deposit and fees associated with establishing service.

\*\*\*\*\*

### SECTION 2. SAVINGS CLAUSE

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

### SECTION 3. SEVERANCE CLAUSE

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

### SECTION 4. INCORPORATION INTO THE CODE OF ORDINANCES

The provisions of this ordinance shall be included and incorporated in the City of Ovilla Code of Ordinances and shall be appropriately renumbered, if necessary, to conform to the uniform numbering system of the Code.

### SECTION 5. EFFECTIVE DATE

Because of the nature of the interests and safeguards sought to be protected by this Ordinance and in the interest of the citizens of the City of Ovilla, Texas, this Ordinance shall take effect immediately after passage, approval and publication, as required by law.

### SECTION 6. PUBLICATION

The City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause hereof as an alternative method of publication provided by law.

PASSED, ADOPTED and APPROVED by the City Council of Ovilla, Texas, on this the 10th day of September 2018.

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Richard Dormier, Mayor

ATTEST:

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Pamela Woodall, City Secretary

APPROVED AS TO FORM:

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Ron G. MacFarlane, Jr., City Attorney

## AGENDA ITEM REPORT

### Item 7

Meeting Date: September 10, 2018

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted by: John R. Dean, Jr.

Amount: \$N/A

Reviewed By:  City Manager  City Secretary  City Attorney

Accountant  Other:

#### Attachments:

1. Official TMLIRP Ballot

ITEM 7. **DISCUSSION/ACTION** – Consideration of and action on an Official Ballot of the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election, for Places 11-14 to serve 6-year terms, authorizing the Mayor to execute said Official Ballot upon approval by City Council.

#### Discussion / Justification:

As Texas Municipal League Intergovernmental Risk Pool (TMLIRP) members, Ovilla is entitled to vote for Board of Trustees members. Places 11-14 have candidates listed on the ballot to serve six-year terms.

#### Recommendation / Staff Comments:

#### Sample Motion(s):

*I move that Ovilla submit an official ballot of the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election, for Places 11-14 to serve 6-year terms, authorizing the Mayor to execute said Official Ballot upon approval by City Council.*

Place 11 \_\_\_\_\_

Place 12 \_\_\_\_\_

Place 13 \_\_\_\_\_

Place 14 \_\_\_\_\_

# OFFICIAL BALLOT

## Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 11 – 14 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2018. Ballots received after September 30, 2018, cannot be counted. **The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

## PLACE 11

- Dietrich von Biedenfeld.** Alderman for the City of West Columbia (Region 14) since May 2012. Mr. Biedenfeld teaches at the Marilyn Davies College of Business at the University of Houston – Downtown and is a VA-accredited attorney. He serves as Chair of the Dispute Resolution Committee and past Chair of the Public Contract Law Committee for the American Bar Association Young Lawyer Division. He is also President of the Brazoria County Cities Association. Mr. Biedenfeld is a member of the International Association of Emergency Managers, Federal Bar Association, NIGP: The Institute for Public Procurement, and U.S. Green Building Council. He is also a member of the Columbia Historical and Brazoria County Heritage Museums.
- Randy Criswell** (Incumbent). City Manager for the City of Canyon (Region 2) since 2008. Mr. Criswell has served on the TML Risk Pool Board of Trustees since 2015 and currently serves as Chair of the Underwriting and Claims Committee. He has been in public service for 28 years, with nearly 24 years as an employee of the City of Canyon. Mr. Criswell has a Bachelor of Science degree from Texas Tech University, is an active member of TCMA, having served multiple terms on the Board of Directors and Committees. He has served as the TCMA Affiliate Representative on the TML Board of Directors, is a member of ICMA, and is a Certified Public Manager.
- Rick A. Schroder.** City Administrator for the City of Helotes (Region 7) since September 2008. Mr. Schroder also serves as the Executive Director for the Helotes Economic Development Corporation (EDC). Prior to his tenure as City Administrator, Rick was employed by the EDC as the Economic Development Specialist from 2006 to 2008. He graduated Magna Cum Laude from Trinity University in 2004 with a degree in Political Science, and he earned a Master of Public Service and Administration in 2006 from the George H.W. Bush School of Government and Public Service at Texas A&M University. During his coursework, he worked for a variety of public and private organizations, primarily focused on public service and government relations.

## **WRITE IN CANDIDATE:**

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## PLACE 12

- Bert Lumbrieras.** City Manager for the City of San Marcos, Texas (Region 10). Bert Lumbrieras has 37 years of experience as a City Manager or an Assistant City Manager in seven Texas communities, including Austin and Waco. He currently serves as the International City/County Management Association Mountain Plains Vice President and previously served on the Board of Directors of the Texas City Management Association from 2010-2014, including President in 2012. He has a Bachelor's Degree in Political Science, with a concentration in Public Administration, and a minor in Geography and Urban Planning from Southwest Texas State University.
- Kimberly Meismer.** Executive Director of General Operations for the City of Kerrville (Region 7), overseeing Human Resources, Municipal Court, Public Library, and Public Information. Ms. Meismer has over 21 years of public service, which includes serving the Cities of Kerrville and La Porte. She earned a Master's degree in Public Administration from U.T.—Arlington and a Bachelor's degree in Human Resource Management from Columbia Southern University. She is a member of the TCMA, International Public Management Association for Human Resources (IPMA-HR), Society for Human Resource Management (SHRM), San Antonio Human Resource Management Association, and is a former President of the Bay Area Human Resource Management Association. She is an IPMA-HR Senior Certified Professional and a SHRM Certified Professional.
- Jana Traxler.** Human Resources Director and Risk Manager for the City of Murphy, Texas (Region 13). Jana Traxler is a municipal Human Resources Executive who is committed to being a strategic partner in municipal management, an employee advocate and a change agent. She has experience working in both local and state governments as well as experience working under a state funded contract with Hewlett Packard Enterprise Services. Prior to relocating to Murphy, Texas, she held the position of the Human Resources Labor Relations Officer for Shawnee County, Kansas. She is a graduate of the Villanova University Masters in Human Resource Development program and holds the Senior Professional in Human Resources designation.
- Robert D. Wilson, Jr.** Board of Directors of the Post Oak Savannah Ground Conservation District in Milano, Texas (Region 10) for the last four years. Robert Wilson has also served on the Board of Directors for the Southwest Milam Water Supply Corporation for the past 13 years, and currently is the President. Mr. Wilson graduated from the University of Minnesota, majoring in mathematics. He was a Captain in the US Army, 1964-1968, and served in Viet Nam. He spent over 40 years in Commercial Banking, with the last 15 as Branch President of Citizens National Bank in Rockdale, Texas. Mr. Wilson has served on numerous local boards and organizations, volunteering his time to assist and improve the quality of life in Rockdale over the past 15 years. He is active in his church as a Sunday School Teacher, Deacon, and Treasurer.

### **WRITE IN CANDIDATE:**

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### **PLACE 13**

- Byron Black.** (Incumbent). Board Chair, Central Appraisal District of Johnson County (Region 8). He served as Mayor of Burleson from 1998-2004, previously serving as mayor pro tem and as a Councilmember. He currently serves as Chair of the Impact Fee Committee for the City of Burleson. Mr. Black is a past board member of the Area Metro Ambulance Authority Board. He was a member of the Burleson Independent School District Board for 12 years, nine as President, and served as president of TASB. Mr. Black has served as a Board member of the TML Intergovernmental Risk Pool since 2000, serving as Vice-Chair and Chair.
- Mike Jones.** Chief Appraiser/Chief Administrator of the Fannin Central Appraisal District in Bonham, Texas (Region 13). His service in the property tax profession began in February, 2006 after serving a 20-year career in the United States Air Force. He holds a Bachelor of Science in Occupational Education from Wayland Baptist University. His professional credentials include the Registered Professional Appraiser and Registered Texas Assessor/Collector Designations, a Certified Tax Administrator from the Institute of Certified Tax Administrators and a Certified Chief Appraiser from the Texas Association of Appraisal Districts and the Texas Association of Assessing Officers.

### **WRITE IN CANDIDATE:**

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## PLACE 14

- Bert Echterling.** Mayor for the City of Robinson (Region 9) since 2015. Mr. Echterling has served as a council member for Robinson since 2006. He serves on the McLennan County Park Committee and on the Robinson Campus Improvement Committee. He is a past Board Member for the Robinson Economic Development Committee and the Robinson Chamber of Commerce. He was born and raised in Robinson, graduated from Robinson High School, and attended McLennan Community College. In 1996, he joined the family business, Echterling Builders, which he has owned since.
- David J. Harris.** City Administrator for the City of Balcones Heights (Region 7) since 2014. Mr. Harris began his local government career in 1996 at Bexar County and has served 18 years in leadership of the cities of Hill Country Village (City Administrator), Schertz (Assistant City Manager), and Alamo Heights (Interim Director). He serves as Immediate Past President and on the Board of the Texas City Management Association, Secretary of TML Region 7, President of Alamo Heights Rotary Club. Mr. Harris received his BA in American Studies from Whitworth University and a MS in Urban Administration from Trinity University. He is an ICMA Credentialed Manager and a member of TCMA and ICMA.
- David Rutledge.** Mayor of Bridge City (Region 16) since 2016, re-elected to a second term this past May, previously served as council member from 2005-2010 (term-limited), again in 2015, and is a representative on the Southeast Texas Regional Planning Commission (COG). Active in TML, he has been recognized as a Certified Municipal Official (CMO) the previous three years, is Vice President of TML Region 16, and serves on the TML Municipal Advocacy Committee and the Municipal Policy Summit. A mechanical engineer by profession from Lamar University in Beaumont, he serves on that university's Mechanical Engineering Advisory Council.

## **WRITE IN CANDIDATE:**

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## **Certificate**

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Signature of Authorized Official

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Title

---

Printed Name of Authorized Official

---

Printed Name of Political Entity

## AGENDA ITEM REPORT

### Item 8

Meeting Date: September 10, 2018

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted by: John R. Dean, Jr., CM

Amount: \$N/A

Reviewed By:  City Manager  City Secretary  City Attorney

Accountant

Other \_\_\_\_\_

#### Attachments:

1. Site Plan and Application Documents
2. Recommendation – Planning and Zoning

#### Agenda Item / Topic:

**ITEM 8. DISCUSSION/ACTION** – Review and Consider the forwarded Recommendation of the Planning and Zoning Commission of a Site Plan Application submitted by Mr. John Matthews for the creation, installation and operation of Cassaro Winery, located at 704 W. Main Street, Ovilla, Texas.

#### Discussion / Justification:

The Planning and Zoning Commission reviewed and considered the Site Plan documents during their September 04, 2018 Regular meeting. The P&Z voted unanimously to recommend approval of the site plan.

#### SITE PLAN APPLICATION:

NAME:

Cassaro Winery

AUTHORIZED AGENT OF RECORD:

John Matthews

APPLICATION DATE:

August 17, 2018

LOCATION:

704 W. Main Street

UTILITIES:

Ovilla Water

ZONING:

CR Restricted Commercial

PROPOSED LAND USE:

Winery/CR Restricted Commercial

MAJOR THOROUGHFARE:

FM 664

#### Recommendation / Staff Comments:

#### Sample Motion(s):

I move that the Ovilla City Council approve/deny the Site Plan Application request submitted by John Matthews for the creation, installation and operation of Cassaro Winery, located at 704 W. Main Street, Ovilla, Texas.

APPLICATION FOR SITE PLAN  
Subject Property Information



Applicant John Matthews Phone 214-803-1581

Mailing Address 7841 W. HIGHLAND RD. Ovilla, TX 75154

Property General Location 704 W. MAIN ST

Current Zoning: CR

Area in Subdivision: \_\_\_\_\_ Total Acres 2.273 Number of Lots \_\_\_\_\_ Average Lot Size

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Engineer or Land Planner UNKNOWN AT THIS TIME Phone \_\_\_\_\_

Company: \_\_\_\_\_

Mailing Address \_\_\_\_\_

City Limits \_\_\_\_\_ Extraterritorial Jurisdiction (ETJ)

Subdivision Name HISTORIC DISTRICT

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#### **24.4 REGULATIONS AND REQUIREMENTS**

The following regulations and requirements shall apply in the **Historical Overlay district**. The regulations for the underlying zoning districts shall apply unless otherwise revised herein or in the motion approving the site plan.

- A. Massing. A building should be of appropriate human-scale, with mass and size similar to those in the adjacent block-face or within the historic overlay district.
- B. Height. The height of finished floor from grade should be similar to traditional houses in the vicinity, and should be sufficient to suggest a traditional pier-and-beam foundation.
- C. Roof Height. The height of the cornice and the roof ridge(s) should also fit within the range of dimensions of traditional or historic residences in the district.
- D. Roof Form. Roof forms should be sloping, either hipped or gabled, with an eave overhang dimension that reflects traditional roof conditions.

Cassaro Winery

704 W. Main St.

Ovilla, Texas 75154

Site Plan Requirement Notes

1. Survey attached
2. Topography attached on Google Maps photo.
3. All large existing trees will remain and topography will not change
4. All large existing trees will be preserved
5. The house will be renovated and structure remained intact. Existing carports will be replaced with pergolas and concrete pads on south side of house will be covered by pergolas. In the future an open-air pavilion approximately 40' x 50' will be constructed as indicated on the site map.
6. Parking is listed on the site map and consist of 14 spaces, which far exceeds the city requirements of four spaces. The concrete parking lot will be approximately 45' width x 60' length.
7. Vehicular ingress and egress will be from the apron a joining the street and parking lot. The parking lot will have adequate spacing to allow vehicles to turn around and exit safely.
8. Setback - No new structures will be built between the existing structure and the street.
9. A monumental sign constructed of stone and wood at least 6' wide x 4' tall will be placed next to the entrance of the driveway.
10. An open rail, wood fences approximately 3' tall is anticipated to be build on the creek line at the rear of the property. Grapevines will be planted along the length of the fence. Additional grapevines will be planted around the pergolas so they will grow up onto the structures. Additional plants such as olive trees will supplement the current fig trees, native pecans and walnut trees currently growing on the property.
11. N/A
12. Listed on site plan application
13. The property and all contiguous properties are zoned commercial/residential.
14. Listed on the Google Maps picture.
15. No additional culverts, drains or detention ponds are planned.
16. The only new impervious area will be the new parking lot which will be approximately 3,000 sq. feet.
17. Roadway speed is 25 MPH. New parking lot does not exceed width of current driveways.
18. Attached
19. 704 W. Main Street Ovilla, Texas  
JAMES MCNAMERA SURVEY, NO. 693, Ellis County, Texas recorded in Volume 2040,  
page 688, Deed of Records of Ellis County ,Texas
20. Attached
21. N/A
22. Cassaro Winery

E. Building Materials. Exterior building materials shall reflect the traditional materials of similar buildings in Ovilla: wood siding (horizontal lap or novelty siding); limestone or field stone in traditional dimensions and tooling, or brick in traditional dimensions.

F. Design. New buildings should be designed so that the façade's organization closely relates to surrounding or similar buildings.

G. Windows. Spacing and size of window and door openings should be similar to their historic counterparts, as should the proportion of window to wall space.

H. Historic Style. New designs should draw upon the traditions of historic styles and designs in the community, but should be seen as products of their own time while being compatible with the historic environment of the neighborhood or community.

## **24.5 SITE PLAN REQUIREMENTS**

A site plan shall be required for any building construction located within the Core Historical Area. A building permit shall not be issued for any such construction until the site plan and a specific use permit has been approved by the City Council upon recommendation by the Planning and Zoning Commission. Building permits for non-substantive construction and improvements, as determined by the City Administrator, may be approved administratively.

### **Section 26 - Site Plan Requirements**

#### **26.1 GENERALLY**

Whenever a site plan is required by this ordinance, the site plan must conform to the requirements of this section. Unless otherwise specified in this ordinance, all site plans must be approved by the City Council, upon recommendation of the Planning and Zoning Commission. The site plan submitted in support of an application must satisfy the requirements for site plan submittals as set forth by the city staff. Site plans shall be reviewed by the city staff, and comments shall be returned within a reasonable time after review.

#### **26.2 REQUIRED PRIOR TO BUILDING PERMIT**

When required by this ordinance, a site plan must be approved prior to the issuance of a building permit.

#### **26.3 CHANGES TO THE SITE PLAN**

A. Approval Required. Except as otherwise provided in subsection C below, any site plan that is amended shall require approval of the City Council, upon recommendation of the Planning and Zoning Commission.

## 26.3 CHANGES TO THE SITE PLAN

- A. Approval Required. Except as otherwise provided in subsection C below, any site plan that is amended shall require approval of the City Council, upon recommendation of the Planning and Zoning Commission.
- B. Amendment Affecting Use. Changes to the site plan which will affect the use of the land may require either an amendment to a Planned Development or a rezoning of property, whichever applies.
- C. Minor Changes. Changes of details within a site plan which do not alter the basic physical relationship of the property to adjacent properties; do not alter the use permitted; and do not increase the density, floor area, height, or reduce the yards provided at the boundary of the site as indicated on the approved site plan, may be authorized by the Administrative Official. An aggrieved party may appeal the decision of the Administrative Official to the Zoning Board of Adjustment in accordance with the provisions of this ordinance.

## 26.4 COUNCIL APPROVAL

Upon City Council approval of a site plan that accompanies a zoning change request, the site plan shall become part of the amending ordinance.

## 26.5 SITE PLAN HEARING NOTICES

- A. Notice to Owners. The Administrative Official shall send notice to owners of record of property within two hundred (200) feet of the property under consideration of a site plan consideration by the Planning and Zoning Commission.
- B. Sign Required. The City Administrator shall cause at least one (1) sign to be erected on the property for which the site plan consideration of the Planning and Zoning Commission has been requested. The sign shall have total area of at least four (4) square feet and shall be located adjacent to the street. Such sign shall be erected on or before the first notice to property owners and shall be removed immediately after final action by the City Council, or when the applicant withdraws the request, whichever comes first. The sign shall contain a notice of hearing on a site plan and the telephone number of the public official from whom dates of public hearing may be obtained. The erection or continued maintenance of signs shall not be deemed a condition precedent to the granting of any site plan recommendation or approval or the holding of any public hearing.
- C. Site Plans with No Zoning Change Requested. City Council approval of a site plan required for the issuance of a building permit for a structure on a site for which no zoning change has been requested, or which is not in a planned development district shall not constitute an official public hearing as required by state law. Notice of the consideration of the site plan by the City Council

in the posted agenda of the Council shall be sufficient notice for the purposes of approving a site plan by City Council action for the issuance of a building permit.

## 26.6 SITE PLAN CONSIDERATION

In considering, granting, or denying an application for a site plan as provided for in this ordinance, the Planning and Zoning Commission and the City Council shall take into consideration the following factors:

- A. Ordinance Compliance. Compliance with the Zoning Ordinance, the Subdivision Ordinance, and all other ordinances of the City; and
- B. Public's Health, Safety and Welfare. Such other measures as will secure and protect public health, safety, morals, and general welfare.

## 26.7 SITE PLAN CONTENT

- A. Requirements. The site plan shall contain the information:

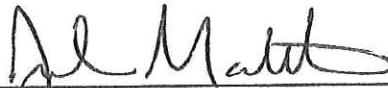
1. The boundary lines and dimensions of the property, existing subdivision lots, available utilities, easements, roadways, sidewalks, emergency access easements, and public rights-of-way;
2. Topography of the property proposed for development in contours of not more than two feet, apart with any proposed grade elevations, if different from existing elevations. (Note: If the natural contour of the land is to be altered or changed in any location on the property more than four (4) feet, the site plan must provide detailed information on the proposed grading plan. This information shall include the correlation of the proposed grading plan to the surrounding properties and the use of those surrounding properties and shall include information indicating the drainage and the line of sight effect the proposed grading plan will have on the surrounding properties;
3. One-hundred year floodplains, water courses, marshes, drainage areas, and other significant environmental features including, but not limited to, rock outcroppings and major tree groupings. Topographic and drainage map information provisions may be waived by the reviewing body when the inclusion of such data would not materially contribute to the necessary evaluation of the project petition;
4. The location of existing trees, including notations of those trees to be preserved;
5. The location and proposed uses of all existing and proposed buildings or structures, including all refuse storage areas, and the minimum distance between buildings. Where building complexes are proposed, the location of each building and

the minimum distances between buildings, and between buildings and the property line, street line, and/or alley shall be submitted. For buildings more than one (1) story in height, elevations and/or perspective drawings shall be required in order that the relationship of the buildings to adjacent property, open spaces, and to other features of the development plan may be determined. The drawings must indicate the square footage, the height, number of floors and exposures for access, light, and air. A designation of the maximum building coverage of the site shall be indicated on the site plan;

6. Total number, location, and arrangement of off-street parking and loading spaces, where required. The plan should include a table of the required and proposed off-street parking and off-street loading spaces with the building area;
7. All points of vehicular ingress, egress, and circulation within the property and all special traffic regulation facilities proposed or required to assure the safe function of the circulation plan;
8. Setbacks, lot coverage, and when relevant, the relationship of the setbacks provided and the height of any existing or proposed building or structure;
9. The location, size, and arrangement of all outdoor signs, exterior auditory speakers, and lighting;
10. The type, location, and quantity of all plant material used for landscaping, and the type, location, and height of fences or screening and the plantings around them. When necessary to protect the public health, safety, or welfare, the City Council or the Planning and Zoning Commission may require landscaping and screening requirements to be in place prior to the start of construction pursuant to an approved site plan;
11. Where multiple types of land uses are proposed, a delineation of the specific areas to be devoted to various land uses;
12. Vicinity map, north point, scale, name of development, name of owner, name of planner, total acreage of project, and street address or common description of the property;
13. Current land uses and zoning district of the property and current land uses and zoning districts of contiguous properties and buildings on the exterior of the site and within twenty-five (25) feet of all property lines;
14. Existing buildings on the exterior of the site and within one hundred (100) feet of all property lines;

15. The location and size of existing and proposed surface and subsurface drainage facilities, including culverts, drains, and detention ponds, showing size and direction of flow;
16. The number of square feet of the property after construction which will constitute impervious area or impervious surface and vegetated areas;
17. Roadway speeds and distances of adjacent driveways from all proposed driveways and streets;
18. Architectural drawings, such as elevations, concept sketches or renderings depicting building types and other significant proposed improvements including the treatment and use of open spaces, etc., where the submission of such drawings would more clearly portray the nature and character of the applicant's land use and development proposals;
19. Legal description of the total site area proposed for rezoning, development or specific use permit;
20. Signature and title of the applicant, certifying the information presented in the plans, and supporting documents reflect a reasonably accurate portrayal of the nature and character of the applicant's proposals;
21. Any proposed dedications of land for public use, including easements, trails, parkland, open space and floodplain; and
22. The proposed name of the business or development.

B. Option for Single Drawing. Notwithstanding Subsection A, any or all of the required features may be incorporated on a single drawing if, in the sole discretion of the Building Official, the drawing is clear and capable of evaluation by the City Council and City Staff required to enforce and interpret this ordinance.



**Plan Preparer's Acknowledgement:**

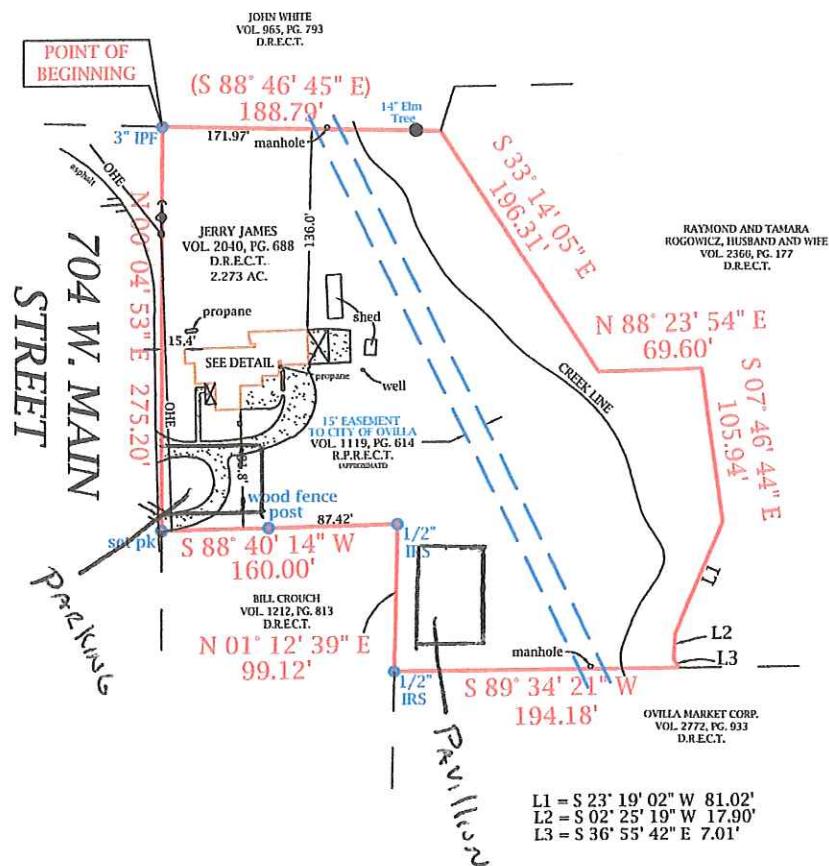
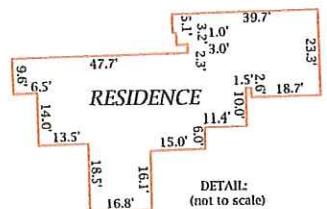
I have reviewed the City of Ovilla's Code and have prepared the attached Site Plan / Development Plan in accordance with those regulations.

Received on 8-17-2018 gw Official Filing Date \_\_\_\_\_

City of Ovilla  
105 S. Cockrell Hill Road  
Ovilla, TX 75154  
972.617.7262  
FAX: 972.515.3221

## LEGEND

B.L. = BUILDING LINE	CM = CONTROL MONUMENT	FP = FENCE POST	= FIRE HYDRANT
M.E. = MAINTENANCE EASEMENT	R.O.W. = RIGHT OF WAY	( ) = REFERENCE BEARING BASIS	= LIGHT POLE
D.E. = DRAINAGE EASEMENT	IPF = IRON PIPE FOUND	R.W. = RETAINING WALL	= POWER POLE
D.U.E. = DRAINAGE & UTILITY EASEMENT	IRF = IRON ROD FOUND	OHE = OVER HEAD ELECTRIC LINE	= STONE
S.S.E. = SANITARY SEWER EASEMENT	IRS = IRON ROD SET	GM = GAS METER	= BRICK
S.E. = SEWER EASEMENT	WOOD FENCE = //	ET = ELECTRIC TRANSFORMER	= CONCRETE
U.E. = UTILITY EASEMENT	CHAIN LINK FENCE = -○-	A/C = AIR CONDITIONER	= WOOD
P.O.S.E. = PUBLIC OPEN SPACE EASEMENT	WROUGHT IRON FENCE = -□-	EM = ELECTRIC METER	= TELEPHONE PEDESTAL
P.A.E. = PUBLIC ACCESS EASEMENT	BARBWIRE FENCE = -X-	(W) = WATER METER	EP = ELECTRIC PEDESTAL



PURCHASER \_\_\_\_\_  
PURCHASER \_\_\_\_\_

ADDRESS:	704 W. MAIN STREET
G.F. NO.:	5152002413
DATE:	08-03-2018

I, Wayne Johnson, Registered Professional Land Surveyor No. 5424, do hereby declare that the map shown hereon accurately represents the property as determined by an on-the-ground survey made under my direct supervision and correctly shows the boundary lines and dimensions of the property, as found on the date of the survey, indicated hereon. There are no visible conflicts, or protrusions, except as shown and said property has access to a public roadway. All easements and right-of-ways that the surveyor has knowledge of or has been advised of and those shown on the referenced plat of record are shown or noted hereon. This survey is for the exclusive use of title company, the mortgage company and the herein named purchaser.

  
WAYNE JOHNSON  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 5424  
SURVEYED ON THE GROUND July 27, 2018  
LIDAPERIOD LLC  
4101 W. GREEN OAKS BLVD.  
ARLINGTON, TEXAS 76016 (882) 400-8181



Limited Monumentation.  
LEGAL DESCRIPTION  
SEE METES AND BOUNDS DESCRIPTION

FIELD CREW:	DB
DRAFTER:	LDS
SCALE:	1" = 100'

## LEGEND

B.L. = BUILDING LINE	CM = CONTROL MONUMENT	FP = FENCE POST	= FIRE HYDRANT
M.E. = MAINTENANCE EASEMENT	R.O.W. = RIGHT OF WAY	( ) = REFERENCE BEARING BASIS	= LIGHT POLE
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U.E. = UTILITY EASEMENT	CHAIN LINK FENCE = -o-	A/C = AIR CONDITIONER	= WOOD
P.O.S.E. = PUBLIC OPEN SPACE EASEMENT	WROUGHT IRON FENCE = -□-	EM = ELECTRIC METER	= TELEPHONE PEDESTAL
P.A.E. = PUBLIC ACCESS EASEMENT	BARBWIRE FENCE = -x-	(W) = WATER METER	EP = ELECTRIC PEDESTAL

### METES AND BOUNDS DESCRIPTION

BEING a 2.273 acres of land lying in the Town of Ovilla, Texas and being situated in the JAMES McNAMARA SURVEY, ABSTRACT NO. 693, Ellis County, Texas, and being the same tract of land conveyed by deed to Jerry James recorded in Volume 2040, Page 688, Deed Records of Ellis County, Texas and more particularly described as follows:

BEGINNING at a 3" steel pipe found at a bend in W. Main Street (formally Cockrell Hill Road) and in the south line of a tract of land conveyed by deed to John White recorded in Volume 965, Page 793 Official Public Records of Ellis County, Texas for the northwest corner of said James tract;

THENCE S 88° 46' 45" E, along the north line of for said James tract and the south line of said White tract, passing at 171.97 feet a 14" Elm tree for witness, in all, a distance of 188.79 feet to a point in a branch for the northeast corner of said James tract and the southeast corner of said White tract;

THENCE along the east line of said James tract and along said branch as follows:

S 33° 14' 05" E, a distance of 196.31 feet to a point for corner;

N 88° 23' 54" E, a distance of 69.60 feet to a point for corner;

S 07° 46' 44" E, a distance of 105.94 feet to a point for corner;

S 23° 19' 02" W, a distance of 81.02 feet to a point for corner;

S 02° 25' 19" W, a distance of 17.90 feet to a point for corner;

S 36° 55' 42" W a distance of 7.01 feet to a point for the southeast corner of said James tract and being in the north line of a tract of land conveyed by deed to Ovilla Market Corp. recorded in Volume 2772, Page 933, Deed Records of Ellis County, Texas;

THENCE S 89° 34' 21" W, along the easterly south line of said James tract and the north line of said Ovilla Market Corp. tract a distance of 194.18 feet to a 1/2 inch iron rod set;

THENCE N 01° 12' 39" E, along the southerly west line of said James tract and the east line of a tract of land conveyed by deed to Bill Crouch recorded in Volume 1212, Page 813, Deed Records of Ellis County, Texas, a distance of 99.12 feet to a 1/2 inch iron rod set for an interior corner of said James tract and the northeast corner of said Crouch tract;

THENCE S 88° 40' 14" W, along the westerly south line of said James tract and the north of said Crouch tract, passing at 87.42 feet a 3" wood post, in all, a distance of 160.00 feet to a set pk in the east line of said W. Main Street for the westerly southwest corner of said James tract and the northwest corner of said Crouch tract;

THENCE N 00° 04' 53" E, along the west line of said James tract and the east line of said W. Main Street, a distance of 275.20 feet to the POINT OF BEGINNING and containing 2.273 acres of land more or less.

PURCHASER \_\_\_\_\_  
PURCHASER \_\_\_\_\_

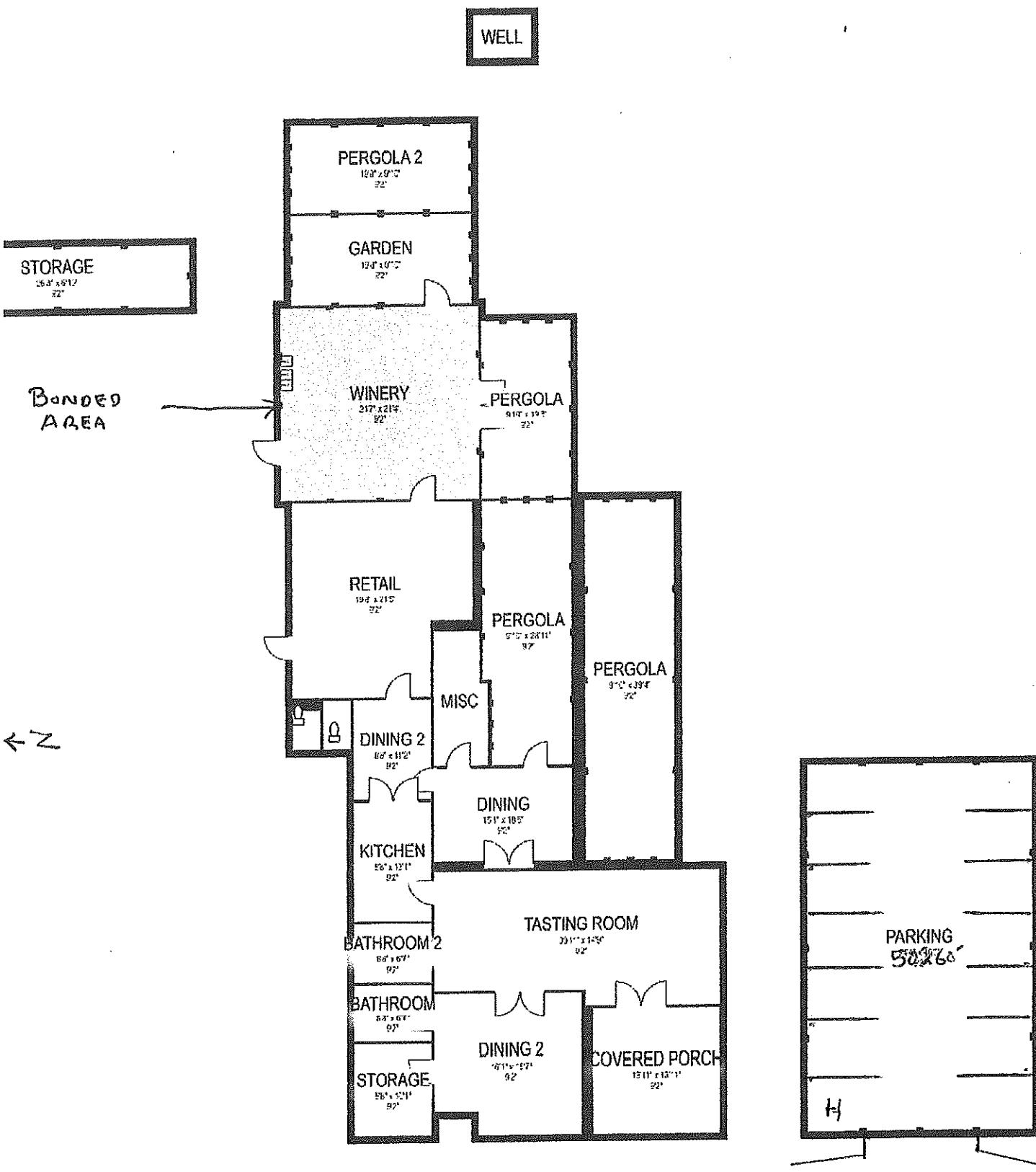
ADDRESS:	704 W. MAIN STREET
G.R. NO:	5152002413
DATE:	08-03-2018

I, Wayne Johnson, Registered Professional Land Surveyor No. 5424, do hereby declare that the map shown herein accurately represents the property as determined by an on-the-ground survey made under my direct supervision and correctly shows the boundary lines and dimensions of the property, as found on the date of the survey, indicated herein. There are no visible conflicts, or protrusions, except as shown and said property has access to a public roadway. All easements and right-of-ways that the surveyor has knowledge of or has been advised of and those shown on the referenced plat of record are shown or noted herein. This survey is for the exclusive use of the company, the mortgage company and the herein named purchaser.

*Wayne Johnson*  
 WAYNE JOHNSON  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEXAS REGISTRATION NO. 5424  
 PLAT MADE ON THE 08/03/2018  
 LEONARDSON LLC  
 1001 N. GREEN OAKS BLVD.  
 ALEXINGTON, TEXAS 76016 (972) 400-8181



FIELD CREW:	DB
DRAFTER:	LDS
SCALE:	1" = 100'



N →



704 W Main St



PRP Training Solutions

W Main St

## EXAMPLE

### 23. New Structures

1. Pergola (A) – 15' x 15' x 12'
2. Pergola (B) – 13' x 18' x 12'
3. Pergola (C) – 10' x 10' x 12'
4. Pergola (D) – 14' x 21' x 12'
5. Future Outdoor Pavilion (E) – 40' x 50'
6. Future Winery Expansion (F) - 40' x 50'

NOTE: All pergola's will be built upon existing concrete pads. Pergola's will be built in the tiered style as pictured in the photos below.

### Tiered Pergola's

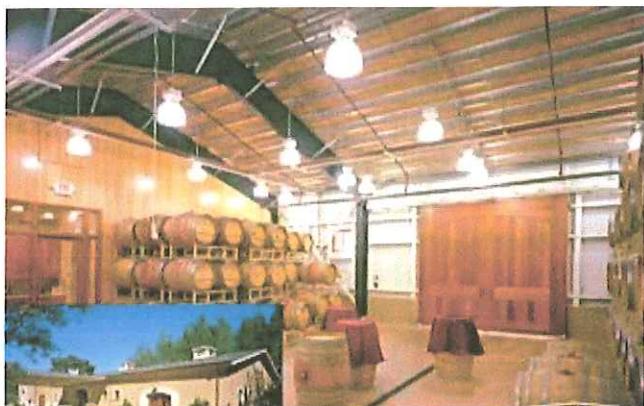


EXAMPLE

Future Outdoor Pavilion



Future Winery Expansion





## City of OVILLA Planning & Zoning Commission Recommendation

An application was presented for a Site Plan Permit to be issued for Cassaro Winery

**ITEM I. DISCUSSION/ACTION – PZ18.08** – Review and consider a Site Plan Application submitted by John Matthews for the creation, installation and operation of Cassaro Winery, located at 704 W. Main Street, Ovilla, Texas, and forward recommendation to Ovilla City Council.

\*\*\*\*\*

**PLANNING AND ZONING** Members present, and upon a record vote of:

PL 1 Jungman AYE  
PL2 Yordy AYE  
PL3 Lynch AYE  
PL4 Whittaker AYE

PL5 VACANT  
PL6 Hart ABSENT  
PL7 Zimmermann AYE

5 FOR

0 AGAINST

0 ABSTAIN

\*\*\*\*\*

C. Lepel  
Presiding Officer of P&Z

9/4/18  
Date

J. Meier  
Board Secretary

September 4, 2018  
Date

## AGENDA ITEM REPORT

### Item 9

Meeting Date: September 10, 2018

Discussion  Action

Submitted by: John R. Dean, Jr., CM

Reviewed By:  City Manager  City Secretary  City Attorney  
 Accountant  Other Code and PW

Department: Administration, Code & PW

Budgeted Expense:  YES  NO  N/A

Amount: \$N/A

#### Attachments:

1. Proposed Ordinance 2018-XX

#### Agenda Item / Topic:

ITEM 9. *DISCUSSION*– Review and discuss an Ordinance regulating the operation of golf carts on public streets and providing for a penalty for the violation of this ordinance.

#### Discussion / Justification:

Staff was directed to place this item on the agenda for future Council consideration. I have taken information from other cities and prepared an Ordinance that has been reviewed by the Chief of Police and City Attorney. We believe this Ordinance meets the desires of many of our residents to be able to use a golf cart on certain city streets. This Ordinance would not allow golf carts on any of the major thoroughfares identified in the thoroughfare plan as well as Bryson Lane and Water Street.

I have seen this work in other cities in which I have worked. I do not recall any serious issues arising from the use of golf carts.

#### Recommendation / Staff Comments:

Direct staff as necessary.

#### Sample Motion(s):

Discussion Only.

**ORDINANCE NO. 2018-xx**

**AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, REGULATING THE OPERATION OF GOLF CARTS ON PUBLIC STREETS; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR PUBLICATION.**

WHEREAS, golf cart use can help to reduce overall emissions and their use is an eco-friendly or 'green' alternative to traditional passenger vehicles; and,

WHEREAS, Chapter 551, Subchapter F, of the Texas Transportation Code, allows for the operation of golf carts within municipalities under certain conditions; and

WHEREAS, the Texas Transportation Code grants to municipalities the authority to control the operations of motor vehicles using its streets and to prescribe reasonable and safe restrictions related to the stopping, standing and parking of vehicles; and

WHEREAS, the Texas Transportation Code also permits municipalities to prohibit the operation of golf carts on a public highway if the governing body of the municipality determines that the prohibition is necessary in the interest of safety; and

WHEREAS, golf carts are not normally equipped with many of the traditional safety features that customarily required or found on more commonly-used motor vehicles; and,

WHEREAS, passenger ejection and injuries can be reduced in an urban setting by requiring additional safety equipment and providing rules of operation; and,

WHEREAS, golf carts, unlike more traditional motor vehicles, have identification numbering which is easily removed, such that establishing a golf cart registration permitting program would promote return of such property to rightful owners in the event of loss or theft and subsequent recovery; and,

WHEREAS, the City Council of the City of Ovilla, Texas ("City Council") has investigated and determined that the prohibitions set forth in this Ordinance are necessary in the interest of safety; and

WHEREAS, the City Council has further investigated and determined that it would be advantageous and beneficial to the citizens of the City of Ovilla, Texas ("Ovilla") and in the best interest of the public health, safety and welfare of the citizens and the public to establish regulations for the operation of golf carts as set forth below.

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

**SECTION 1:**  
**OPERATION OF GOLF CARTS ON PUBLIC STREETS**

**§ 1.01 Definitions**

The following words, terms, and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Driver** means the person driving and having physical control over the golf cart.

**Driver's License** means an authorization issued by a State for the operation of a motor vehicle. The term includes: (1) a temporary license or instruction permit; and (2) an occupational license.

**Golf cart** shall have the meaning assigned by the Texas Transportation Code §502.001(7), as amended, and means a motor vehicle commonly referred to as a golf cart, which must have an attainable top speed not greater than 25 miles per hour on a paved level surface and which is manufactured primarily for transporting persons on a golf course and in compliance with those federal motor vehicle safety standards for low-speed vehicles. Specifically excluded from this definition are those motorized conveyances commonly referred to as all-terrain vehicles ("ATVs"), off-road vehicles, four-wheelers, Mules, Gators and design-altered golf carts which have been altered to allow them to travel at a speed greater than 25 miles per hour.

**Motorized Cart** means those electric and gasoline powered carts, but which must have a minimum of three wheels and which have an attainable top speed not greater than 25 miles per hour on a paved level surface and which is manufactured in compliance with those federal motor vehicle safety standards for low-speed vehicles. Specifically excluded from this definition are those motorized conveyances commonly referred to as ATV's, four-wheelers, mules, and gators.

**Golf cart registration permit** shall mean a privilege granted, upon compliance with the terms of this ordinance, to legally operate a golf cart upon a public street or roadway within the corporate boundaries of the City of Ovilla during the period when granted.

**Golf cart registration permit decal** shall mean a certificate for attachment to a golf cart carrying a serial number corresponding to the number of the golf cart license for such golf cart and showing the calendar year the license shall expire.

**Golf cart registration permit fee** shall mean an administrative charge imposed as specified in this chapter for the granting of a golf cart registration permit and the issuance of a golf cart registration permit decal.

**Owner** means the person holding title to the golf cart.

**Park or parking:** The standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of, and while actually engaged in, loading or unloading merchandise or passengers.

**Parking Area** means those areas accessible to the public by motor vehicular traffic and which are designated for temporary parking of motor vehicles, usually in places referred to as parking lots.

**Permit** means a certificate/decal of authorization issued to the applicant by the City authorizing the operation of the golf cart for which the permit was issued.

**Permit Holder** means the person to whom a golf cart permit has been issued.

**Public Safety Personnel** means any employee or officer of a governmental law enforcement agency or the City of Ovilla or its Department(s).

**Public Street** means the public roadways of the City of Ovilla by whatever name, e.g. road, alley, avenue, highway, route, boulevard, etc. within the corporate boundaries of Ovilla that:

- a) Has a speed limit of 35 miles per hour or less;
- b) Provides for no more than one lane of vehicular traffic per direction;
- c) Is not designated as part of either the State or Federal highway system.

**Sidewalk** means the portion of a street that is between a curb or lateral line of a roadway and the adjacent property line and intended for pedestrian use.

**Slow-Moving-Vehicle-Emblem** means a triangular emblem that conforms to standards and specifications adopted by the Director of the Texas Department of Transportation under Section 547.104 of the Texas Transportation Code and is displayed in accordance with Section 547.703 of the Texas Transportation Code.

**Texas Transportation Code** means the code as it currently exists or may be amended.

**Traffic Way** is any land way open to the public as a matter of right or custom for moving persons or property from one place to another. The traffic way includes all property, both improved and unimproved, between the property lines of a roadway system.

### **§ 1.02 Golf Carts Permitted, Restricted, and Not Permitted**

A person, other than Public Safety Personnel, may operate a golf cart on a public street, parking area and/or traffic way if the person obtains a registration permit, affixes a registration decal, and meets the following requirements:

- (a) The Maximum speed limit on the public street is thirty-five (35) miles per hour or less;
- (b) A golf cart may cross intersections, including a road or street that has a posted speed limit of more than 35 miles per hour;
- (c) The person has a valid driver's license;
- (d) The person maintains current financial responsibility for the golf cart, as required of other passenger vehicles in Section 601.051 of the Texas Transportation Code;
- (e) The person complies with all applicable federal, state and local laws and ordinances;
- (f) The golf cart has the following equipment, which must continuously remain in good working and operational order:
  - (1) Two (2) headlamps;
  - (2) Two (2) tail lamps;
  - (3) Side reflectors (two (2) front, amber in color and two (2) rear, red in color);
  - (4) Parking brake;
  - (5) Rearview mirror(s), capable of a clear, unobstructed view of at least two hundred feet (200') to the rear;

- (6) Slow-moving vehicle emblem(s) having a reflective surface designed to be clearly visible in daylight or at night from the light of standard headlamps at a distance of at least 500 feet and shall be mounted base down on the rear of the vehicle at a height from three to five feet above the road surface and shall be maintained in a clean reflective condition;
- (g) While the golf cart is in motion, the driver and every passenger in a golf cart is seated in a seat designed to hold passengers. No person may stand or ride in the lap of the driver and/or other passenger of a golf cart while it is moving.
- (h) The equipment described herein meets the Texas and Federal Motor Vehicle Safety Standards, as they exist or may be amended; and
- (i) A golf cart is not allowed to be operated on the following streets:
  - (1) Joe Wilson Road
  - (2) Duncanville Road
  - (3) Cockrell Hill Road
  - (4) Westmoreland Road
  - (5) Hampton Road
  - (6) Johnson Lane
  - (7) Lariat Trail
  - (8) Shiloh Road
  - (9) Bryson Lane
  - (10) Water Street
  - (11) Red Oak Creek Road

#### **§ 1.03 Additional Requirements for Golf Carts Powered By Gasoline**

In addition to the requirements set forth herein, every golf cart powered by gasoline shall at all times be equipped with an exhaust system in good working order and in constant operation and meet the following specifications:

- (a) The exhaust system shall include the piping leading from the flange of the exhaust manifold to and including the muffler and exhaust pipes or including any and all parts specified by the manufacturer;
- (b) The exhaust system and its elements shall be securely fastened with brackets or hangers, which are designed for the particular purpose of fastening golf cart exhaust systems;
- (c) The engine and powered mechanism of every golf cart shall be so equipped, adjusted and tuned so that the exhaust is in good working order; and
- (d) It shall be unlawful for the Owner of any golf cart to operate or permit the operation of such golf cart on which any device controlling or abating atmospheric emissions which is placed on a golf cart by the manufacturer is rendered unserviceable by removal, alteration or which interferes with its operation.

#### **§ 1.04 Additional Operational Regulations For All Golf Carts**

- (a) Except for Employees of the City in their official duties, golf carts shall not be operated on any sidewalk, pedestrian walkway, jogging path, park trail or any location normally used for pedestrian traffic;
- (b) All golf carts are entitled to a full use of a lane on the authorized public streets, parking areas and traffic ways of Ovilla, and no motor vehicle shall be driven in such a manner as to deprive any golf cart of the full use of a lane;
- (c) The driver of a golf cart shall not overtake and pass in the same lane occupied by the vehicle being overtaken;
- (d) No driver shall operate a golf cart between lanes of traffic or between adjacent lines or rows of vehicles;
- (e) No driver shall operate a golf cart alongside another golf cart or vehicle in the same lane of traffic;
- (f) No driver shall operate or park a golf cart on a public street in manner that prohibits the normal flow of traffic;
- (g) The driver of a golf cart operating the golf cart on a public street may only cross a multi-lane federal, county or state route at an intersection controlled by an official traffic control device which stops traffic from all directions;
- (h) The number of occupants in a golf cart shall be limited to the number of persons for whom factory seating is installed and provided on the golf cart;
- (i) Children must be properly seated while a golf cart is in motion and may not be transported in a reckless or negligent manner. No person younger than six (6) years of age may be transported in a golf cart unless restrained by a safety belt restraint;
- (j) Golf carts may not be used for the purpose of towing another golf cart, trailer or vehicle of any kind including, without limitation, a person on roller skates, skateboard or bicycle. A person employed by a golf course may tow a golf cart(s) for the purpose of relocating the cart(s) from one portion of a golf course to another portion of the same golf course; and
- (k) Golf carts shall not be operated during inclement weather or when visibility is impaired by weather, smoke, fog, or other condition, or at any time when there is insufficient light to clearly see persons or vehicles on the roadway at a distance of five hundred feet (500').
- (l) Golf carts may not be lifted or raised more than eight inches from the original manufacturers specifications.

## § 1.05 Liability

- (a) Nothing in this Article shall be construed as an assumption of liability by the City of Ovilla for any injuries (including death) to persons, pets or property which may result from the operation of a golf cart by an authorized driver; and
- (b) Owners are fully liable and accountable for the action of any individual that they provide permission to operate and drive said golf cart, both on personal and/or any authorized

public streets, parking areas and traffic ways. This described liability responsibility especially applies to personal injuries (including death) or property damage resulting from golf cart drivers who are minors under the age of twenty-one (21) with or without a current and valid driver's license.

#### **§ 1.06 Registration Permit Required**

- (a) No person shall operate, cause to be operated or allow the operation of a golf cart on any authorized public streets, parking areas and traffic ways unless a valid registration permit has been issued for the golf cart or otherwise allowed by law.
- (b) Application for a permit authorizing the operation of a golf cart shall be made by a person who owns, leases or otherwise uses a golf cart. Such application shall be made in writing to the City on a form designated for that purpose. On such application shall be set forth the following:
  - (1) The name, address, telephone number and state driver's license number, if applicable, of the permit holder;
  - (2) The street address where the golf cart is kept, including the particular suite or apartment number, if applicable;
  - (3) The business name used for the premises where the golf cart is kept, if applicable;
  - (4) The year, make, model, color, vehicle identification number or serial number if no vehicle identification number has been issued to the golf cart, electric or gasoline; and
  - (5) The person(s) and location, designated by the City, that inspected the golf cart, including a certification by said inspector that the golf cart complies with the requirements of this Ordinance before the issuance of a permit;
  - (6) Statement that all operators are required to be licensed pursuant to Texas Transportation Code §§521.001(3) and 521.021, as amended, and that all equipment required herein is installed and will be kept operational during the permit period.
  - (7) Statement that the registration permit holder and any user shall indemnify and hold harmless the City of Ovilla, Texas for any and all civil liability associated with said registration waives any and all rights to sue or allow subrogation by insurance company.
  - (8) Other information which the City may require.
- (c) The registration permit decal shall be permanently affixed on the left side of the golf cart in such a manner that it is clearly visible from fifty feet (50'). The permit must not be damaged, altered, obstructed or otherwise made illegible. The permit holder shall apply for replacement permit and pay all applicable cost associated with the issuance and inspection of the golf cart;

(d) The registration permit decal shall only be placed upon the golf cart for which it was issued;

(e) A permit issued to a golf cart shall become invalid if the golf cart is altered in a manner that fails to comply with any requirement of this Ordinance;

(f) Registration Permits/Decals are valid for a period of (2) two years and each shall expire on December 31<sup>st</sup> of even numbered years beginning in 2020. The registration permit fee shall be prorated to the number of yearly quarters remaining in the permit period. The following fee shall apply:

1. Registration Permit - \$48.00 (includes Inspection and Decal)
2. Re-inspection if a cart fails the initial inspection - \$20.00
3. Governmental entities applying for a Registration Permit are exempt from any fees.

(g) The permit holder shall notify the City within ten (10) working days if the golf cart transfers ownership or the address of the normal storage location has changed. The information shall be submitted on a form designated by the City;

(h) Lost or stolen Permit/Decals are the responsibility of the Owner. A police report must be filed in the event of a lost or stolen Permit/Decal. If no record can be found of a previous application, or the receipt of a Permit/Decal, the City may direct the applicant to reapply, and also resubmit any and all fees necessary before a replacement Permit/Decal is issued;

(i) Any person who operates a golf cart and fails to receive and properly display a City Permit/Decal will be subject to all applicable state laws, in addition to being in violation of this Ordinance; and

(j) A permit may be revoked at any time by the City, or its designee(s), if:

1. there is any evidence that the permit holder cannot safely operate a golf cart on any authorized public streets, parking areas and traffic ways of the City in compliance with this Ordinance.
2. The owner or driver fails to abide by the rules and regulations of this ordinance
3. The owner fails to maintain proof of financial responsibility during the entire permit registration period.

(k) The commission of any of the violations described herein constitutes evidence that the permit holder cannot safely operate a motorized golf cart on the street within the City of Ovilla.

(l) The permit is not transferable. Upon transfer of ownership of the golf cart to a person who intends to operate it over authorized streets and parking areas, the new owner must register the golf cart and pay the registration permit fee as outlined hereinabove.

## **§ 1.07 City Employees**

City employees may operate a golf cart on any public street, parking area and traffic way without any further restrictions when the golf cart is used in the performance of his/her

duties or on official business of the City or on City owned property and City leased property, including but not limited to, a parade, a festival or other special events.

**SECTION 2. Penalty Provision.**

**§ 2.01** Any person, firm, entity or corporation who violates any provision of this Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Five Hundred Dollars (\$500.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City of Ovilla from filing suit to enjoin the violation. Ovilla retains all legal rights and remedies available to it pursuant to local, state, and federal law.

**§ 2.02** In addition to the misdemeanor for traffic violations of the driver of the motorized cart may be subject to pursuant to Texas Law, the owner and/or permit holder of the motorized cart shall be subject to the following civil penalties:

- (a) For the first offense, a fine of not less than \$200.00;
- (b) For the second and any subsequent offense, a fine of not less than \$300.00.

**SECTION 3. Savings/Repealing Clause.**

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 4. Severability.**

Should any section, subsection, clause or phrase of this ordinance be declared unconstitutional or invalid by any court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect.

**SECTION 5. Effective Date.**

This Ordinance shall be effective November 1, 2018 and publication as required by law.

**SECTION 6. Publication**

The City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause hereof as an alternative method of publication provided by law.

PASSED AND APPROVED on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF OVILLA**

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Richard Dormier, Mayor

ATTEST:

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Pamela Woodall, City Secretary

APPROVE AS TO FORM:

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Ron G. MacFarlane, Jr., City Attorney

DRAFT

## AGENDA ITEM REPORT

### Item 10

Meeting Date: September 10, 2018

Discussion  Action

Submitted by: John R. Dean, Jr., CM

Reviewed By:  City Manager  City Secretary  City Attorney  
 Accountant  Other Code and PW

Department: Administration, Code & PW

Budgeted Expense:  YES  NO  N/A

Amount: \$N/A

#### Attachments:

1. Proposed Ordinance 2018-XX

#### Agenda Item / Topic:

ITEM 10. **DISCUSSION**– Review and discuss an Ordinance of the City of Ovilla, amending Chapter 8, “Offenses and Nuisances,” Article 8.01 “General Provisions,” of the Code of Ordinances of the City of Ovilla, Texas, prohibiting the sale of alcoholic beverages within certain distances of churches, schools, and hospitals.

#### Discussion / Justification:

This Ordinance was prepared by the City Attorney for the City Council to be able to consider if the Council so desires to regulate future alcohol sales within certain limitations as allowed by state law.

This basically allows a public or private school governing body to request that the City Council adopt a resolution not allowing alcohol sales within 1,000 feet of the school.

#### Recommendation / Staff Comments:

Direct staff as necessary.

#### Sample Motion(s):

Discussion Only.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, AMENDING CHAPTER 8 "OFFENSES AND NUISANCES," ARTICLE 8.01 "GENERAL PROVISIONS," OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA, TEXAS, PROHIBITING THE SALE OF ALCOHOLIC BEVERAGES WITHIN CERTAIN DISTANCES OF CHURCHES, SCHOOLS AND HOSPITALS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council finds and determines that it is in the best interest of the health, safety and welfare of the citizens of the City of Ovilla to adopt municipal regulations to provide for the prohibition of the sale of alcoholic beverages within certain distances of churches, schools and hospitals.

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

**SECTION 1. AMENDMENT OF CHAPTER 8, ARTICLE 8.01 OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA, TEXAS**

Chapter 8, Section 8.01 of the Code of Ordinances of the City of Ovilla, Texas, is hereby amended by the addition of Sections 8.01.03 to read as follows:

**"Sec. 8.01.03. - Sale of alcoholic beverages prohibited near churches, schools and hospitals.**

- (a) No person may sell alcoholic beverages if the place of business is within:
  - (1) Three hundred feet of a church, public or private school or public hospital;
  - (2) One thousand feet of a public school, if the city council by resolution approves a request from the board of trustees of a school district under V.T.C.A., Education Code § 38.007;
  - (3) One thousand feet of a private school, if the city council by resolution approves a request from the governing body of the private school.
- (b) Subsection (a)(1) does not apply to the holder of:
  - (1) A license or permit issued by the Texas Alcoholic Beverage Code who also holds a food and beverage certificate issued by the Texas Alcoholic Beverage Commission covering the premises that is located within 300 feet of a private school; or
  - (2) A license or permit covering a premises where minors are prohibited from entering under V.T.C.A., Alcoholic Beverage Code § 109.53,

(unaccompanied minor in package liquor store) and that is located within 300 feet of a private school.

(c) Subsections (a)(2) and (3) do not apply to the holder of:

- (1) A retail on-premises consumption permit or license issued by the Texas Alcoholic Beverage Commission if less than 50 percent of the gross receipts for the premises is from the sale or service of alcoholic beverages;
- (2) A retail off-premises consumption permit or license issued by the Texas Alcoholic Beverage Commission if less than 50 percent of the gross receipts for the premises, excluding the sale of items subject to the motor fuels tax, is from the sale or service of alcoholic beverages;
- (3) A wholesaler's, distributor's, brewer's, distiller's and rectifier's, winery, wine bottler's or manufacturer's permit or license, or any other license or permit held by a wholesaler or manufacturer as those words are used and understood in V.T.C.A, Alcoholic Beverage Code ch. 102.

(d) Subsection (a)(3) does not apply to the holder of:

- (1) A license or permit issued under V.T.C.A, Alcoholic Beverage Code ch. 27 (temporary and special wine and beer retailer's permit), V.T.C.A., Alcoholic Beverage Code ch. 31, (Caterer's permit), or V.T.C.A., Alcoholic Beverage Code ch. 72, (Temporary licenses) who is operating on the premises of a private school; or
- (2) A license or permit covering a premises where minors are prohibited from entering under V.T.C.A., Alcoholic Beverage Code § 109.53, and that is located within 1,000 feet of a private school.

(e) For purposes of this section "private school" means a private school, including a parochial school, that: (1) offers a course of instruction for students in one or more grades from kindergarten through grade 12; and (2) has more than 100 students enrolled and attending courses at a single location.

(f) The measurement of the distance between the place of business where alcoholic beverages are sold and a church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold, and public or private schools shall be: (1) in a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or (2) if the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.

(g) For any dealer who held a license or permit from the Texas Alcoholic Beverage Commission September 1, 1983, the measurement of the distance

between the place of business of the dealer and a public school shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections.

(h) Application of distance requirements.

(1) If at the time an original alcoholic beverage permit or license is granted by the Texas Alcoholic Beverage Commission for a premises, the premises satisfies the requirements regarding distance from schools, churches, and other types of premises set forth in this chapter, the premises shall be deemed to satisfy the distance requirements for all subsequent renewals of the license or permit.

(2) On the sale or transfer of the premises or the business on the premises in which a new original license or permit is required for the premises, the premises shall be deemed to satisfy any distance requirements as if the issuance of the new original permit or license were a renewal of a previously held permit or license. This subsection does not apply to the satisfaction of the distance requirement prescribed by subsection (a)(2) for a public school, except that on the death of a permit or license holder or a person having an interest in a permit or license [this] subsection does apply to the holder's surviving spouse or child of the holder or person if the spouse or child qualifies as a successor in interest to the permit or license. Subsection (1) does not apply to the satisfaction of the distance requirement prescribed by subsection (a)(2) for a public school if the holder's permit or license has been suspended for a violation occurring after September 1, 1995, of any of the following provisions of V.T.C.A., Alcoholic Beverage Code §§ 11.61(b)(1), (6)—(11), (13), (14), or (20)."

## **SECTION 2. SAVINGS CLAUSE**

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

## **SECTION 3. SEVERANCE CLAUSE**

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

## **SECTION 4. PENALTY CLAUSE**

Any person, firm partnership, association or corporation who shall violate any of the provisions of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be liable for a fine in an amount not to exceed Five Hundred Dollars (\$500), and each and every instance of the violation of this Ordinance constitute a separate offense and shall be punishable by separate fine for each offense.

#### **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, Texas, this Ordinance shall take effect immediately after passage, approval and publication, as required by law.

#### **SECTION 6. PUBLICATION**

The City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause hereof as an alternative method of publication provided by law.

**PASSED, ADOPTED and APPROVED** by the City Council of the City of Ovilla, Texas, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

#### **APPROVED:**

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Richard Dormier, Mayor

#### **ATTEST:**

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Pamela Woodall, City Secretary

#### **APPROVED AS TO FORM:**

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Ron G. MacFarlane, Jr., City Attorney

## AGENDA ITEM REPORT Item 11

Meeting Date: September 10, 2018

Department: All departments

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted by: John R. Dean, Jr., CM

Amount: \$N/A

Reviewed By:  City Manager  City Secretary  City Attorney

Accountant

Other All departments

### Attachments:

1. Revised Handbook

### Agenda Item / Topic:

ITEM 11. *DISCUSSION*- Review and discuss revisions to the Employee Handbook.

### Discussion / Justification:

Staff has spent a lot of time on making proposed revisions of the handbook.

Many changes are simple:

- City Administrator to City Manager.
- Several of our sections are state or federal law in our handbook instead of only referencing those laws. In my opinion it is always better to list the law instead of the actual verbiage of the law because the language changes regularly.
- The proposed changes will be presented at the meeting since the handbook is more than 100 pages we will not include it with the packet.

### Recommendation / Staff Comments:

### Sample Motion(s):

Discussion Only.

## AGENDA ITEM REPORT

### Item 12

Meeting Date: September 10, 2018

Department: All departments

Discussion  Action

YES  NO  N/A

Submitted by: John R. Dean, Jr., CM

Amount: \$N/A

Reviewed By:  City Manager  City Secretary  City Attorney  
 Accountant  Other All departments

#### Attachments:

1. Proposed Standard Schedule of Pay
2. Current Standard Schedule of Pay

#### Agenda Item / Topic:

ITEM 12. **DISCUSSION/ACTION** – Consideration of and action on adoption of a revised standard schedule of pay in accordance with Section 9.03.034 of the Ovilla Code of Ordinances.

#### Discussion / Justification:

Staff has reviewed pay from neighboring cities and cities like Ovilla. We believe that this schedule of pay provides us the ranges necessary to recruit and retain quality employees within our means. It is my intent to review our schedule of pay annually and propose revising the schedule necessary.

This schedule increases our lowest Minimum pay rate from \$10.82 to \$13.00. We have no full-time employee below \$13.00 per hour. All employees fall within the proposed rate changes.

This schedule does break our Fire Fighter position into a Basic and Medic category. The current schedule does not differentiate. We believe that is important to separate them.

The schedule has been adjusted to reflect both exempt (salary) and non-exempt (hourly) employees' wages accurately.

This schedule complies with the Code of Ordinances requirements.

#### Recommendation / Staff Comments:

Staff recommends approval.

#### Sample Motion(s):

I move to approve/deny the adoption of a revised standard schedule of pay in accordance with Section 9.03.034 of the Ovilla Code of Ordinances.

**City of Ovilla**  
**Standard Schedule of Pay for Fiscal Year 2019**

		<u>Minimum</u>	<u>Intermediate</u>	<u>Maximum</u>
<b>GRADE 1</b>				
Street Maintenance Technician I	Hourly	\$ 13.00	\$ 15.75	\$ 18.50
Park Maintenance Technician I				
<b>GRADE 2</b>				
Water Maintenance Technician I	Hourly	\$ 14.30	\$ 17.33	\$ 20.35
Customer Service Representative I				
Police Secretary				
<b>GRADE 3</b>				
Sewer Maintenance Technician I	Hourly	\$ 15.73	\$ 19.06	\$ 22.39
Administrative Assistant I				
Street Maintenance Technician II				
Park Maintenance Technician II				
<b>GRADE 4</b>				
Water Maintenance Technician II	Hourly	\$ 17.30	\$ 20.97	\$ 24.63
Customer Service Representative II				
Administrative Assistant II				
Planning Clerk/Admin Secretary				
<b>GRADE 5</b>				
Sewer Maintenance Technician II	Hourly	\$ 18.80	\$ 22.95	\$ 27.09
Deputy City Secretary				
Police Recruit				
Municipal Court Clerk				
<b>GRADE 6</b>				
Code Enforcement - Animal Control Supervisor	Hourly	\$ 20.94	\$ 25.37	\$ 29.80
Police Patrol Officer				
Fire Fighter		\$ 15.60	\$ 18.90	\$ 22.20
<b>GRADE 7</b>				
Water Superintendent	Hourly	\$ 23.03	\$ 27.91	\$ 32.78
Police Sergeant				
Police Detective				
Fire Captain		\$ 19.60	\$ 23.75	\$ 27.90
<b>GRADE 8</b>				
City Accountant *	Annual	\$ 52,500	\$ 63,500	\$ 74,500
<b>GRADE 9</b>				
Police Lieutenant *	Annual	\$ 56,000	\$ 68,750	\$ 81,500
<b>GRADE 10</b>				
Public Works Director *	Annual	\$ 59,000	\$ 71,750	\$ 84,500
<b>GRADE 11</b>				
City Secretary *	Annual	\$ 64,500	\$ 76,250	\$ 88,000
Police Chief *				
<b>GRADE 12</b>				
City Manager *	Annual	\$ 89,000	\$ 101,500	\$ 114,000
* FLSA Exempt Positions				

**PART TIME AND SEASONAL**

<b>Part Time</b>	<b>Hourly</b>	<b>Minimum</b>	<b>Intermediate</b>	<b>Maximum</b>
Fire Fighter-Basic		\$12.00	\$14.62	\$17.23
Fire Fighter-Medic		\$15.00	\$18.27	\$21.54
Fire Captain		\$16.25	\$19.79	\$23.33
Police Patrol Officer		\$20.68	\$24.95	\$29.21
Deputy Chief/ Fire Marshall		\$20.00	\$24.36	\$28.71
Fire Chief		\$22.44	\$27.33	\$32.22
Maintenance Worker		\$13.00	\$15.75	\$18.50
Code Enforcement		\$15.73	\$19.06	\$22.39
Seasonal		\$8.50	\$12.75	17.00
Fire Fighter - Volunteer	Per Shift	\$25.00	\$35.00	50.00

## ANNUAL AND PART TIME SALARY

Position	Current Positions	Current Annual Salary	Base Pay Amount	Mid Point Amount	Top Out Annual	Hourly Min.	Hourly Mid	Hourly Max	Part Time Hours Per Year	Pay Classification	Survey Minimum	Survey Max	Survey Average	# of Respondents
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## PART TIME POSITIONS

Fire Fighter	24	11,968	11,000	15,500	20,000	13.75	19.38	25.00	800	PT1	9,800	17,008	13,404	4
Fire Fighter/Captain	5	13,416	13,000	19,000	25,000	16.25	23.75	31.25	800	PT2				0
Police Patrol Officer	1	25,000	24,000	29,500	35,000	24.00	29.50	35.00	1000	PT3				0
Deputy Fire Marshall	1	20,600	20,000	30,000	40,000	20.00	30.00	40.00	1000	PT4				0
Fire Chief	1	38,017	35,000	42,500	50,000	22.44	27.24	32.05	1560	PT5				0

## FULL TIME

Street Maintenance	1	23,400	22,500	28,750	35,000	10.82	13.82	16.83	NA	FT1	27,825	35,917	30,155	11
Water Maintenance	3	26,915	25,000	32,500	40,000	12.02	15.63	19.23	NA	FT2	28,540	38,228	33,189	11
Police Secretary	1	27,851	25,000	32,500	40,000	12.02	15.63	19.23	NA	FT2			38,211	3
Administrative Assistant	1	30,636	30,000	40,000	50,000	14.42	19.23	24.04	NA	FT3	32,501	43,768	36,800	11
Municipal Court Clerk	1	33,675	30,000	40,000	50,000	14.42	19.23	24.04	NA	FT3	33,236	44,421	38,009	12
Police Patrol Officer	4	38,022	30,000	40,000	50,000	14.42	19.23	24.04	NA	FT3	44,283	56,357	51,240	12
Sewer Maintenance	1	34,278	30,000	40,000	50,000	14.42	19.23	24.04	NA	FT3	30,200	40,660	34,279	9
Utility Billing - Permit Clerk	1	42,016	40,000	47,500	55,000	19.23	22.84	26.44	NA	FT4	36,093	46,363	41,269	11
Code Enforcement - Animal Control	1	46,363	40,000	47,500	55,000	19.23	22.84	26.44	NA	FT4	35,803	53,134	45,931	9
Water Superintendent	1	43,260	40,000	47,500	55,000	19.23	22.84	26.44	NA	FT4	50,854	68,672	59,251	9
Police Sergeant	1	43,992	40,000	47,500	55,000	19.23	22.84	26.44	NA	FT4	58,706	67,134	63,076	11
City Accountant	1	50,923	49,000	59,500	70,000	23.56	28.61	33.65	NA	FT5	60,921	83,249	74,749	10
Vacant			51,000	63,000	75,000	24.52	30.29	36.06	NA	FT6				
City Secretary	1	54,631	52,500	66,250	80,000	25.24	31.85	38.46	NA	FT7	59,919	78,053	68,533	12

## ANNUAL AND PART TIME SALARY

Position	Current Positions		Base Pay Amount	Mid Point Amount	Top Out Annual	Hourly Min.	Hourly Mid	Hourly Max	Part Time Hours Per Year	Pay Classification	Survey Minimum	Survey Max	Survey Average	# of Respondents
	Current Annual Salary	Amount												
Public Works Director	1	53,960	52,500	66,250	80,000	25.24	31.85	38.46	NA	PT7	89,420	98,950	95,722	11
Police Lieutenant	1	53,560	52,500	66,250	80,000	25.24	31.85	38.46	NA	PT7	74,811	79,519	76,907	7
Police Chief	1	70,000	68,000	76,500	85,000	32.69	36.78	40.87	NA	PT8	80,282	106,386	99,344	12
Vacant			75,000	82,500	90,000	36.06	39.66	43.27	NA	PT9				
City Manager	1	82,400	82,000	93,500	105,000	39.42	44.95	50.48	NA	PT10	103,312	153,294	139,451	12

Classification	Base Pay	Mid Point	Top Out Pay	Hourly Pay		Annual Pay
				PT1	PT2	
PT1	13.75	19.38	25.00			
PT2	16.25	23.75	31.25			
PT3	24.00	29.50	35.00			
PT4	20.00	30.00	40.00			
PT5	22.44	27.24	32.05			
FT1	22,500	28,750	35,000			
FT2	25,000	32,500	40,000			
FT3	30,000	40,000	50,000			
FT4	40,000	47,500	55,000			
FT5	49,000	59,500	70,000			
FT6	51,000	63,000	75,000			
FT7	52,500	66,250	80,000			
FT8	68,000	76,500	85,000			
FT9	75,000	82,500	90,000			
FT10	82,000	93,500	105,000			

## AGENDA ITEM REPORT

### Item 13

Meeting Date: September 10, 2018

Discussion  Action

Submitted by: John R. Dean, Jr., CM

Reviewed By:  City Manager  City Secretary  City Attorney  
 Accountant  Other Code and PW

Department: Administration/Code

Budgeted Expense:  YES  NO  N/A

Amount: \$N/A

#### Attachments:

1. Article 3.06 Signs of the Ovilla Code of Ordinances

#### Agenda Item / Topic:

ITEM 13. **DISCUSSION** – Discuss Article 3.06 (Signs) of the Ovilla Code of Ordinances and direct staff as necessary.

#### Discussion / Justification:

The City Council requested that the Sign Section of the code be reviewed at the next City Council meeting.

#### Recommendation / Staff Comments:

#### Sample Motion(s):

Discussion Only.

## ARTICLE 3.06 SIGNS\*

### ● Division 1. Generally

#### ● Sec. 3.06.001 Purpose

The regulations established in this article are intended to provide minimum standards to safeguard life, property, and public welfare regulating and controlling the use, materials, construction, location, number, maintenance, and the permitting of certain signs and sign structures. In addition, this article is intended to enhance the beauty of the city by limiting visual clutter. The provisions of this article are not intended to permit a violation of any provision of any other ordinance or federal or state law. (Ordinance 07-014, ex. A, sec. 1, adopted 8/13/07)

#### ● Sec. 3.06.002 Definitions

For the purposes of this article, the following definitions shall apply:

Abandoned sign. A sign which, for at least 12 continuous months, does not identify or advertise a bona fide business, lessor, service, owner, product, or activity on the premises on which the sign is located; or, if the premises are leased, relates to a tenant and at least two years have elapsed since the date the most recent tenant ceased to operate on the premises.

Administrative official. The individual charged with the administration and enforcement of this article, or his duly authorized representative.

Area of sign. The total area within the extreme rectangular perimeter of the attraction area intended to draw attention to the sign. Supporting structures shall not be included in calculations. The area of the sign with two faces, approximately opposed, shall be that of the larger face if such condition prevails; but if the angle between the panes of the opposing faces exceeds 30 degrees, the total area of both faces shall be considered the sign area. For multi-sided or circular signs, the calculation shall include all of the projected area. Two-faced signs carrying different messages and images on each side shall be considered as separate signs.

Awning. An architectural projection which provides weather protection, identity, or decoration, and is supported by the building to which it is attached. It is composed of a lightweight rigid or retractable skeleton structure over which another cover is attached, which may be of fabric or other material. Such sign may be raised or retracted to a position against the building, and may be illuminated.

Banner. A sign made of paper, plastic, or fabric, with or without a frame, containing characters, letters, illustrations, or ornamentations applied to paper, plastic, or fabric. "Banner" does not include a flag.

(Ordinance 07-014, ex. A, sec. 2, adopted 8/13/07)

Billboard. A sign other than a monument sign which contains at least seventy-two square feet face area per face. (Ordinance 08-017, sec. 1, adopted 8/11/08)

Canopy. A structure made of metal or other material with a frame supported by either one or more columns or the building to which it is accessory, and is open on two or more sides.

Commercial message. A message which refers to the offer for sale or existence for sale of products, property, accommodations, services or attractions or attracts attention to a business or to products, property, accommodations, services, or activities that are offered or exist for hire.

Construction sign. A temporary sign identifying individuals or companies involved in design, construction, wrecking, financing, or improvements of the premises where work is under construction.

**Directory sign.** A sign which indicates the name and/or address of the tenants or occupants, the address of the premises, and/or identification of any business or occupation which may exist on the premises.

**External illumination.** Illumination of a sign by an artificial source of light which is not contained within the sign itself.

**Extraterritorial jurisdiction.** The unincorporated area that is contiguous to the corporate boundaries of the city and that is located within the boundaries identified in section 42.021 of the Local Government Code, plus any area accepted in the city's extraterritorial jurisdiction through a petition.

**Flag.** Any fabric containing distinctive color, pattern, or symbols, used as a symbol of a government, political subdivision, nonprofit organization, or corporation, that is flown from flagpoles.

**Flashing sign.** An illuminated sign on which the artificial source of light is not maintained stationary or constant in intensity and color at all times when the sign is illuminated. For the purpose of this article, any moving illuminated sign affected by intermittent lighting shall be deemed to be a flashing sign.

**Ground sign.** A sign not wholly supported on a building, or which has its main supporting structure depending on the ground for attachment.

**Illuminated sign.** A sign which has characters, letters, figures, or designs illuminated by electric lights, luminous tubes, or other means that are specifically placed to draw attention to, or provide nighttime viewing of, the subject matter on the sign face.

**Illumination, external.** Lighting by means of an unshielded light source (including neon tubing) which is effectively visible as an external part of the sign.

**Illumination, internal.** Lighting by means of a light which is within a sign having a translucent background, silhouetting opaque letters or designs, on which letters or designs are placed which themselves are made of translucent material.

**Inflatable sign.** Any display capable of being expanded by air or other gas and used on a permanent or temporary basis to advertise a product or event.

**Instructional sign.** A sign limited to directional messages, principally for pedestrian and vehicular traffic, such as one-way, entrance, and exit.

**Logo.** Any design or insignia of an organization, individual, company, or product which is commonly used in advertising to identify that organization, individual, company, or product.

**Marquee.** Any hood or awning or permanent construction projecting from the wall of a building or other structure containing either permanent or changeable advertising.

**Menu board.** A sign displaying the menu for a drive-up window for a food establishment.

**Monument sign.** A permanent ground sign generally constructed out of brick, stone, or cast concrete supported on a concrete foundation across the entire base of the structure.

**Moving sign.** A sign which revolves, rotates, swings, undulates, or otherwise attracts attention through the movement of parts or through the impression of movement, including automatic electronically controlled copy changes, but not including flags, banners, or pennants.

**Noncommercial message.** Any message that is not a commercial message.

**Nonresidential district.** Any of the following zoning districts identified in the official zoning map of the city: CR, CG, I, and those nonresidential areas within a planned development district. Within the city's extraterritorial

jurisdiction, it shall mean any lot located within 100 feet of a building used for any purpose other than residential.

Normal maintenance operations. The process of keeping a sign in good repair. Maintenance operations include (1) cleaning; (2) painting; (3) repair of parts with like materials in a manner that does not alter the basic design or structure of the sign, provided that the cost of all repairs performed during any consecutive 365-day period is not more than 60 percent of the cost of erecting a new sign of the same type at the same location; and (4) replacement of parts with like materials in a manner that does not alter the basic design or structure of the sign, provided that the cost of all replacement of parts performed during any consecutive three hundred sixty-five day period is not more than 60 percent of the cost of erecting a new sign of the same type at the same location. Examples of actions that are not maintenance operations include, without limitation: (1) converting a sign from a multiple pole structure to a monopole structure; (2) replacing wooden components with metal components; (3) increasing the area or height of a sign, except for increases in area permitted under subsection (1) above; (4) adding illumination to a non-illuminated sign; (5) adding additional display faces; and (6) converting a sign to utilize animated display or moveable copy technology.

Off-premises sign. A sign which directs attention to a business, person, organization, activity, event, place, commodity, product or service not conducted, sold, or offered upon the premises on which the sign is located.

On-premises sign. A sign which promotes or advertises a business, person, organization, activity, event, place, commodity, product, or service which is conducted, sold, or offered upon the premises where the sign is located.

Pennant. A wind device usually made of lightweight plastic, fabric, or other material, whether or not containing a message of any kind, usually triangular in shape and attached to a single cord.

Permanent sign. A sign which is fixed in nature that is erected, affixed, or maintained on premises for a period of time, which is regulated by table 1, Schedule for Permanent Signs.

Pole sign (also called pylon sign). A freestanding ground sign supported by one or more poles, columns, uprights, or braces placed in or upon the ground and having no guys or braces to the ground or to any other structure.

Political sign. A temporary sign pertaining to any national, state, county, or local election that supports or opposes an announced candidate or political party, or pertaining to an issue of political significance.

Portable sign. Any temporary sign supported by the ground but not attached to the ground, which can be regularly moved from a location at periodic intervals, and which is located upon the premises where the business, profession, activity, commodity, service, or entertainment referred to by the sign is located. The term "portable sign" shall include the following:

- (1) A sign which is mounted on a trailer or wheels or is part of a trailer and by its design can be towed from one location to another by the use of attached wheels or by attaching an axle to existing mounts;
- (2) An "A-frame" type sign;
- (3) A sign affixed by a pole or poles to a portable base made of wood, metal, or concrete;
- (4) A sign suspended or attached to a stand with an inverted "T" base; and
- (5) Any sign that the base is inserted into a sleeve mounted or driven into the ground which can be easily extracted from said sleeve by simply lifting or removing bolts.

Premises. A lot or tract, or a combination of contiguous lots or unplatated tracts if the lots or tracts or combination are under a single ownership and are reflected in the plat or deed records of the county that the property is located in. A location with multiple tenants shall be considered as one premises.

Projecting sign. A sign suspended from a building or structure and projecting out therefrom more than one foot.

Pylon sign. See "Pole sign."

Qualified street frontage. The width of property along the street of a commercial or industrial development which bears the address of the property.

Reader-board sign. A sign comprised of non-permanent letters, numerals, or symbols which may be changed by adding, removing, or rearranging the letters, numerals, or symbols, either manually or electronically.

Real estate directional sign. A temporary off-premises sign used to direct traffic to a residential section or subdivision location within the city or its extraterritorial jurisdiction.

Real estate sign. A sign relating to the sale, lease, or rental of the premises upon which such a sign is placed.

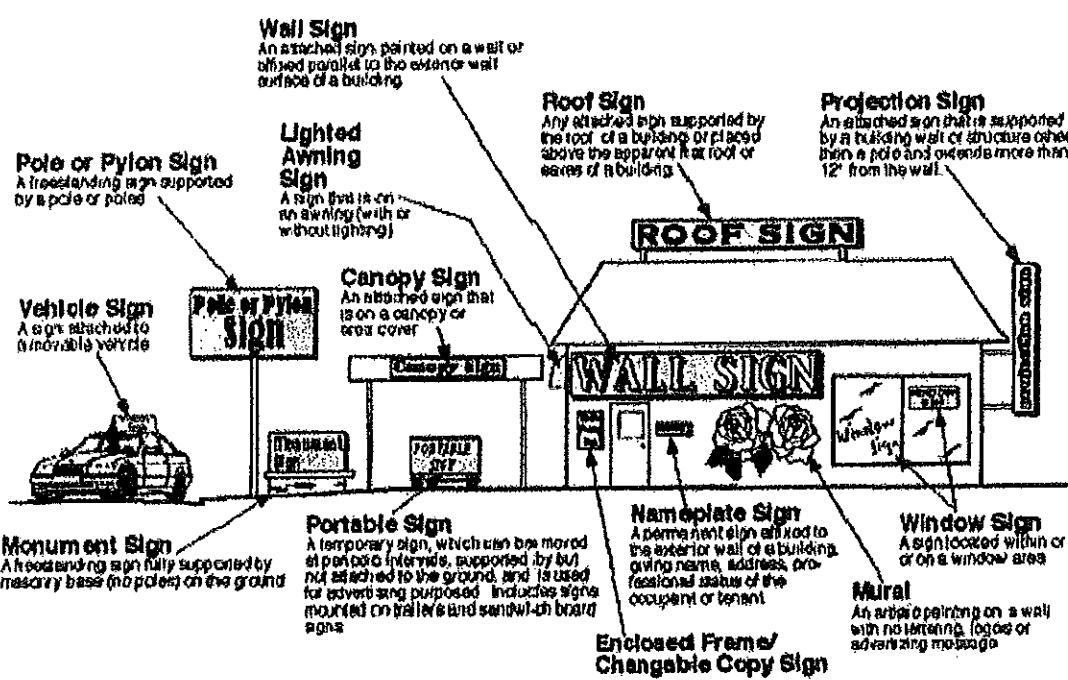
Residential district. Any district zoned for residential uses, to include R-15, R-22, R-E, R-C, R-D, ME, or MH or any other residential zoning district identified in the official zoning map, to include residential areas within a planned development district. Within the city's extraterritorial jurisdiction, it shall mean any lot located within 100 feet of a building used for residential purposes.

Roof sign. A sign mounted upon, against, or directly above the roof or parapet line of a building or structure, or that is wholly dependent upon a building for support and that projects above the top walk [wall] or edge of a building with a flat roof, the eave line of a building with a gambrel, gable, or hip roof, or the deck line of a building with a mansard roof.

Searchlight. A large outdoor lighting apparatus used to attract attention to a business or a specific location.

Secondary sign. A sign located on premises identifying individual uses in a mixed use multi-tenant commercial shopping center.

Sight triangle. An imaginary triangle which has two sides which start at the center point of an intersection of two streets, along the curbline and measuring twenty-five (25) feet in length down each respective street along the nearest edge of the driving surface. The line connecting the end points of these two lines forms the third side of the triangle and must be an area of unobstructed visibility.



Sign. Any name, number, identification, description, announcement, declaration, demonstration, device, display, flag, banner, pennant, illustration, logo, balloon, streamer, valance, advertising display, poster, beacon, light, or insignia, illuminated or non-illuminated, affixed directly or indirectly to or upon any building, window, door, or outdoor structure, which is visible to the general public and calls attention to any business, person, organization, event, commodity, object, product, service, place, or activity, including any permanently installed or situated merchandise or facsimile.

Subdivision sign. A sign used to identify a particular subdivision.

Temporary sign. A sign constructed of cloth, canvas, light fabric, cardboard, wallboard, or other like materials, with or without frames, and any type sign not permanently attached to the ground, wall, or building, intended to be displayed for a short period of time only. It does not include a sign constructed of metal or wood.

Window sign. A sign located within or on a window area.

Yard sign. A sign located within the yard of a residential or nonresidential lot advertising the services of a contractor who has provided a direct service to the location in which the sign is located.

(Ordinance 07-014, ex. A, sec. 2, adopted 8/13/07)

## Sec. 3.06.003 General standards

(a) Applicability. The standards and regulations specified in this article shall apply to all signs displayed in the city and its extraterritorial jurisdiction.

(b) Height of signs. Sign height shall be measured from ground level at the base of the sign to the highest part of the sign.

(c) Building and electrical codes applicable. All signs must conform to the regulations and design standards of the building code and other ordinances of the city. Wiring of all electrical signs must conform to the electrical code of the city.

(d) Illumination of signs. Signs shall be designed, located, shielded, and directed to prevent the casting of glare or direct light from artificial illumination upon adjacent public right-of-way and surrounding property.

(e) Requirement to repair. Whenever a sign is damaged by wind, is inadequately maintained, is of faulty construction, or is damaged by any other cause, it shall be considered a public nuisance and the owner shall be required to repair such sign substantially to its original condition as determined by the designated official, or at the owner's election such sign shall be removed. A sign which has been permitted to remain in place as a nonconforming use shall be removed when the sign, or a substantial part of it, is blown down or otherwise destroyed or dismantled for any purpose other than maintenance operations or for changing the letters, symbols, or other material on the sign. For purposes of this article, a sign or a substantial part of it is considered to have been destroyed if the cost of repairing the sign is more than 60% of the cost of erecting a new sign of the same type at the same location.

(Ordinance 07-014, ex. A, sec. 3, adopted 8/13/07)

(f) Placement of signs.

(1) Restrictions. No person, firm, corporation or other entity shall erect, place or cause to be erected or placed any sign on public property, including, but not limited to, signs attached to any public utility pole or structure, streetlight, tree, fence, fire hydrant, bridge, curb, sidewalk, park bench, in a public right-of-way, or any other location on public property. No sign shall be erected or placed on a vacant lot or tract unless written permission has been given by the property owner and such documentation is provided to an official or officer of the city upon request.

(2) Exceptions.

(A) This section does not prohibit the posting of temporary political signs on tract 1, during a voting period if posted outside the area of one hundred (100) feet from an outside door through which a voter may enter the polling place as defined in sections 61.003 and 85.001 of the Texas Election Code. A time limitation for posting of political signs is defined in section 3.06.005 of code. A map labeling city property as tract 1, is attached to Ordinance 2016-002 as exhibit A.

(B) Real estate directional signs permitted herein and which meet the requirements of state law may be posted in public rights-of-way no earlier than 12:00 noon on Friday and must be removed no later than 12:00 noon on Monday. If either Friday or Monday is a holiday, the permitted hours shall be extended to include any such holiday. Such signs shall be posted no closer than fifty (50) feet to any street intersection.

(Ordinance 2016-002 adopted 1/11/16)

(g) Sight triangle. No permanent or temporary sign shall be located to block the visibility in the required sight triangle. No sign shall be erected or placed to impede vision in the visibility triangle areas on both sides of a driveway or alley intersecting a public street measuring seven (7) feet along the edge of the driveway and sixty (60) feet along the public street right-of-way line.

(h) Noncommercial messages. Any sign authorized in this article is allowed to contain a noncommercial message in place of any other authorized message.

(i) Off-premises signs. Off-premises signs are prohibited, with the exception of real estate directional signs or instructional signs, when written permission has been given by the property owner and such documentation is provided to the designated official upon the official's request (refer to tables for exceptions).

(j) Painted signs. No sign shall be permitted which is painted on the wall of any building or on any part of a building.

(k) Extraterritorial jurisdiction. If a proposed sign within the extraterritorial jurisdiction is proposed within 100 feet of both a residential and a nonresidential use, the sign shall comply with the most restrictive requirements.

(Ordinance 07-014, ex. A, sec. 3, adopted 8/13/07)

 **Sec. 3.06.004 Schedule for permanent signs**

A person commits an offense if that person erects, places, displays or locates a permanent or temporary sign that does not meet the requirements of this article or tables included within.

Sign Type	Permitted District	Permit Required?	Maximum Area (sq. ft.)	Height of Sign	Number of Signs	Setback	Spacing of Signs
Wall	All non-residential uses and zoning districts	Yes	25% of wall facing the street	Attached to structure and not to exceed the roof line	One sign for each business or tenant, for each street frontage	—	—
Pole and pylon	None	NA	NA	NA	NA	NA	NA
Monument	All non-residential uses and zoning districts	Yes	100 sq. ft. in residential districts & RC;	8 feet	One sign for each premises, or for each street frontage	10' (any portion of the sign)	No restrictions
			200 sq. ft. in all other non-residential districts	12 feet			
Sign Type	Permitted	Permit	Maximum	Height of Sign	Number of	Setback	Spacing of

	District	Required?	Area (sq. ft.)		Signs		Signs
Canopy, marquee, or projection	All non-residential uses and zoning districts	Yes	9 square feet	Shall not exceed the height of the main structure	One sign for each main structure, or tenant for each street frontage	—	—

(Ordinance 07-014, ex. A, sec. 4, adopted 8/13/07)

### Sec. 3.06.005 Schedule for temporary signs

A person commits an offense if that person erects, places, displays or locates a permanent or temporary sign that does not meet the requirements of this article or tables included within.

Sign Type	Permitted District	Permit Required?	Maximum Area (sq. ft.)	Height of Sign	Number of Signs	Setback	Spacing of Signs	Time Limitation
Real estate	All districts	No	Res. = 6 s.f. each face & 12 s.f. total surface Nonres. = 75 s.f. each face & 150 s.f. total surface	Res. = 5 ft. Nonres. = 15 ft. (measured from greater of base of sign or street grade)	1 sign per premises & for lots abutting 2 or more streets, 1 sign for each street of orientation	On premises 10 ft. from curb or improved surface & 15 ft. from any driveway	No restriction	Must be removed within 7 days of sale, lease, or rental
Balloon or inflatable	Non-residential districts	Yes	Greater than 10 cubic ft.	Not to exceed 100 ft. of tethered line	Maximum of 2 located on premises	Secured on premises	—	14 days per period with 60 days between occurrences
Searchlight	Non-residential districts	Yes	—	—	Maximum of three lights located on the premises	On premises	—	One period for 7 days annually
Non-commercial banner	Residential districts and uses	No	No restriction	Not to exceed the height of the main structure	One banner per premises	On premises	No restriction	One period for 7 days annually
Commercial banner	Non-residential districts and uses	Yes	No restriction	Not to exceed the height of the main structure	One banner per premises	On premises	No restriction	14 days per period with 60 days between occurrences
Political	All districts	No	Greater than 36 s.f.	8 feet	No restrictions	On premises 10 ft. from curb or improved surface & 15 ft. from any driveway	No restriction	3 months prior to and 7 days following election
Sign Type	Permitted District	Permit Required?	Maximum Area (sq. ft.)	Height of Sign	Number of Signs	Setback	Spacing of Signs	Time Limitation
Portable	Non-residential districts (churches and schools excepted)	Yes	25 s.f. each face & 50 s.f. total surface	15 ft. measured from sign base or street grade, whichever is greater	1 sign per premises	On premises 10 ft. from curb or improved surface & 15 ft. from any driveway	20 ft. in any direction from any other portable sign	7 days per period with 60 days between occurrences
Construction	All districts	No	Res. = 6 s.f. each face and 12 sq. ft. total surface Nonres. = 75 s.f. each face	Res. = 5 ft.; Nonres. = 15 ft. measured from sign base or street grade,	1 sign per premises & lots abutting 2 or more streets, 1 sign for each street orientation	On premises 10 ft. from curb or improved surface & 15 ft. from	No restriction	Duration of construction to 10 days following occupancy

			and 150 s.f. total surface	whichever is greater		any driveway		
Garage sale	All districts	No (required garage sale permit provides for sign usage)	308 sq. in. for one face	No restriction	1 sign per premises, 2 signs off premises with permission of property owner.	On premises 10 ft. from curb or improved surface & 15 ft. from any driveway	No restriction	3 days
Yard	All districts	No	Res. = 6 s.f. each face & 12 s.f. total surface Nonres = 15 s.f. each face & 30 s.f. total surface	Res. = 5 ft. Nonres. = 8 ft. (measured from greater of base of sign or street grade)	1 sign per premises & lots abutting 2 or more streets, 1 sign for each street orientation	On premises 10 ft. from curb or improved surface & 15 ft. from any driveway	No restriction	60 days but not to exceed 7 days after completion
Real estate directional	All districts	Annual permit for off premises	6 s.f. each face & 12 s.f. total surface	5 ft.	4 signs off premises with permission of property owner	10 ft. from curb or improved surface & 15 ft. from any driveway	No restriction	Permit renewed annually <u>(See section 3.06.003(f))</u>

(Ordinance 07-014, ex. A, sec. 5, adopted 8/13/07; Ordinance 08-006, secs. 2, 3, adopted 11/12/07)

### ● ↓ Sec. 3.06.006 Pole and monument signs not to be used in combination

(a) This section only applies to pole signs existing at the time this article is adopted. New pole signs are specifically prohibited in section 3.06.007.

(b) Pole and monument signs shall not be used in combination on the same premises. Each premises shall be permitted only one pole sign or one monument sign. A pole sign or monument sign may be used in combination with other permanent signs listed in the schedule for permanent signs.

(Ordinance 07-014, ex. A, sec. 6, adopted 8/13/07)

### ● ↓ Sec. 3.06.007 Prohibited signs

A person commits an offense if the person installs, constructs, repairs, alters, or relocates a sign described below, except as otherwise permitted in this article:

- (1) "A" frame or sandwich board, and sidewalk or curb signs, except as temporary signs.
- (2) A balloon, or inflatable sign.
- (3) A moving, flashing, animated, or rotating sign, sign with moving lights, or sign which creates the illusion of movement, except for reader-boards which convey a message.
- (4) A temporary or permanent off-premises sign.
- (5) Signs placed on or affixed to vehicles and/or trailers which are parked on a public right-of-way, public property, or private property so as to be visible from a public right-of-way where the apparent purpose is to advertise a product or direct people to a business or activity located on the same or nearby property. However, this does not prohibit signs placed on vehicles and trailers that are incidental to the primary use or ownership of the vehicle or trailer as transportation.
- (6) A sign attached to utility poles or other surfaces which are not the property of the utility or serve a public purpose located within a public right-of-way or easement.

- (7) A pole or pylon sign.
- (8) A billboard.
- (9) Any other type of sign not permitted by this article.

(Ordinance 07-014, ex. A, sec. 7, adopted 8/13/07)

### Sec. 3.06.008 Signs exempt from regulation

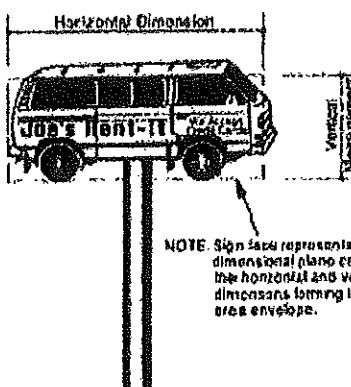
The following signs are exempt from the provisions and regulations of this article:

- (1) Public signs. Signs required by governmental bodies or specifically authorized for a public purpose by any law, statute, or ordinance. Such public signs may be of any type, number, area, height, location, or illumination as required by law, statute, or ordinance.
- (2) Signs on vehicles. Signs placed on or affixed to vehicles and/or trailers where the sign is incidental to the primary use of the vehicle or trailer as transportation.
- (3) Warning signs. Signs warning the public of the existence of danger but containing no advertising material, to be removed within three days upon the subsidence of danger. Such warning signs may be of any type, number, area, height, location, or illumination as deemed necessary to warn the public of the existence of danger.
- (4) Flags. Flags of governmental entities or nonprofit organizations. Nothing in this article shall be construed to prevent the display of a national or state flag, or to limit flags, insignias, or legal notices, or informational, directional, or traffic signs which are legally required and necessary to the essential functions of government agencies.
- (5) Governmental signs. Signs of a duly constituted governmental body, including traffic or similar regulatory devices, legal notices, warnings at railroad crossings, and other instructional or regulatory signs having to do with health, hazards, parking, swimming, dumping, etc.
- (6) Address numerals. Address numerals and other signs required to be maintained by law or governmental order, rule, or regulation are allowed, provided that the content and size of the sign do not exceed the requirements of such law, order, rule, or regulation.
- (7) Athletic signs. Signs used as scoreboards in athletic stadiums.
- (8) Directory signs. Signs which are located in or adjacent to entrances or foyers.
- (9) Instructional signs. Signs providing no advertising of any kind, which provide direction or instruction to guide persons to facilities intended to serve the public, including but not specifically limited to the signs identifying restrooms, public telephones, public walkways, parking areas, and other similar facilities.
- (10) Public seasonal decorations. Public seasonal decorations installed or erected by the city, or notices of special public events.
- (11) Political signs. A political sign if such sign meets the requirements of section 216.903 of the Texas Local Government Code.

(Ordinance 07-014, ex. A, sec. 8, adopted 8/13/07)

### Sec. 3.06.009 Sign measurement

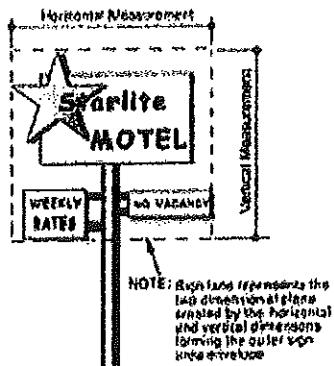
(a) **Measurement of detached signs.** The sign area for a detached on-premises sign shall be the area included within vertical and horizontal line projections of the furthermost points of any logo, letters, or other symbols, composed of the total area of the message, and any border, trim or surface upon which the message is displayed. One sign area will be calculated for a detached sign no matter how the message is displayed. The sign structure shall not be included in the sign area unless there is a sign displayed thereon.



Multi-surface Type Sign



Detached Cylinder Type Sign



Detached Flat Type Sign

(b) **Measurement of wall-mounted signs.** The sign area for an attached on-premises sign shall be the area included within the vertical and horizontal line projection of any logo, letters, or other symbols intended to be read together, composed of the total area of the message and any border, trim or surface upon which the message is displayed. There may be several sign areas on the wall of a building depending upon how a sign is displayed.

(Ordinance 07-014, ex. A, sec. 9, adopted 8/13/07)

### ④ Sec. 3.06.010 Subdivision signs

(a) Signs identifying a residentially zoned subdivision are permitted in the city and for a residential subdivision in the city's extraterritorial jurisdiction, subject to the following restrictions:

- (1) Subdivision signs shall be monument signs; and
- (2) Shall not exceed thirty-two square feet for each face, and six feet in height.

(Ordinance 07-014, ex. A, sec. 10, adopted 8/13/07)

(b) Two subdivision signs shall be permitted for each entrance to the subdivision, with no more than one sign per side of the street. (Ordinance 08-006, sec. 4, adopted 11/12/07)

(c) A subdivision sign shall not be erected or maintained in the sight triangle.

(Ordinance 07-014, ex. A, sec. 10, adopted 8/13/07)

### ④ Sec. 3.06.011 Nonconforming uses

(a) **Generally.** A sign lawfully existing or under construction on the effective date of this article which does not conform to one or more of the provisions of this article may be continued in operation and maintained as a legal nonconforming sign. A nonconforming sign shall be allowed to remain until such time as:

- (1) The sign is abandoned;
- (2) The property owner or tenant changes or alters the sign in any manner other than by normal maintenance to the configuration existing at the time of enactment of this article; or

(3) It is determined by the administrative official that the sign is a threat to health, safety, or welfare of the citizens and/or is a public nuisance.

(b) Repair of sign. A nonconforming sign which has been blown down or otherwise destroyed by wind, fire or damages from any other source may be repaired, if the sign is not abandoned, provided that the cost of repairing the sign is 60 percent of the cost of erecting a new sign of the same type at the same location, or less. If the cost of repairing the sign is more than 60 percent of the cost of erecting a new sign of the same type at the same location, the sign may not be altered, reconstructed, repaired or replaced, and the owner shall remove the sign or bring it into compliance with this article.

(c) Maintenance. Normal maintenance operations may be performed on the sign. If a sign is dismantled for any purpose other than an alteration or maintenance operation permitted hereunder, the sign may not be altered, reconstructed, repaired or replaced, and the owner shall remove the sign or bring it into compliance with this article.

(Ordinance 07-014, ex. A, sec. 13, adopted 8/13/07)

### ❸ Sec. 3.06.012 Granting of exceptions

(a) Generally. It is not the intention of these criteria to discourage innovation. It is entirely conceivable that signage proposals could be made that, while clearly nonconforming to this article and thus not allowable under these criteria, have obvious merit in not only being appropriate to the particular site or location, but also in making a positive contribution to the visual environment.

(b) Request for exception. Upon request of an interested party, the city council, upon recommendation by the administrative official, shall hear and shall seriously and fairly consider a request for a meritorious exception under this section.

(c) Conditions. The city council may impose conditions on the granting of an exception if the council deems such condition further carries out the intent and purpose of this article.

(Ordinance 07-014, ex. A, sec. 16, adopted 8/13/07)

### ❸ Sec. 3.06.013 Signs not specifically authorized prohibited

All signs not specifically authorized herein are prohibited. In accordance with applicable law, the administrative official shall have the authority to remove any sign in violation of this article which is not permanently affixed to the ground on the effective date of this article. (Ordinance 07-014, ex. A, sec. 17, adopted 8/13/07)

### ❸ Secs. 3.06.014–3.06.050 Reserved

## ❸ Division 2. Permit

### ❸ Sec. 3.06.051 Required; application; fee; duration

(a) Permit required for permanent signs. Except as herein provided, no permanent sign shall be erected, placed, displayed or located without first obtaining a sign permit from the city.

(b) Application for permit. Application for a permit for a permanent sign shall be made in writing upon forms furnished by the city secretary. Such application shall contain the location by street and address number of the proposed sign structure, height, area, and sign function, as well as the name, address and phone number of the owner and sign contractor or erector. The city secretary may require the filing of plans or other pertinent information which, in the city secretary's opinion, is necessary to ensure compliance with this article.

(c) Duration of permit. A sign permit may be terminated in accordance with the following provisions:

- (1) A permit shall be active for the life of the sign, as long as it is in compliance with this article.
- (2) A permit shall be terminated if the sign for which it has been issued has not been constructed within one year from the date of issuance.

(d) Permit fee. A sign permit fee shall be paid to the city in accordance with the most current fee schedule adopted by the city.

(Ordinance 07-014, ex. A, sec. 11, adopted 8/13/07)

### ● Sec. 3.06.052 Revocation

(a) Grounds for revocation. The administrative official may revoke a sign permit if he determines that the permit is issued in error or on the basis of incorrect or false information supplied, or when the sign is in violation of this article, or whenever such permit is issued in violation of any of the provisions of this article. Such revocation shall be effective when communicated in writing to the person to whom the permit is issued, the owner of the sign, or the owner of the site upon which the sign is located. Upon revocation, all construction related to the sign permit shall immediately cease.

(b) Appeals. A person may appeal the revocation of the sign permit to the city council by filing a written appeal within five days of the receipt of notice of revocation. The city council shall affirm, reverse, or modify the revocation and such decision shall be final.

(c) Removal of sign. Upon final determination that the permit is properly revoked, the owner of the sign or the owner of the site on which the sign is located shall remove the sign within 48 hours of receipt of notice. If the sign is not removed, the city may cause the sign to be removed and apply the sign deposit to the costs of removal. If the sign is visible from the public right-of-way and meets the requirements of section 3.06.081, the city may utilize the procedures set forth in section 3.06.082 and cause the removal of the sign and assess the costs of removal against the owner.

(Ordinance 07-014, ex. A, sec. 12, adopted 8/13/07)

### ● Secs. 3.06.053–3.06.080 Reserved

## ● Division 3. Removal of Dilapidated or Abandoned Signs

### ● Sec. 3.06.081 Authorized; disposition of impounded signs

(a) Deteriorated signs. Pursuant to Texas Health and Safety Code, article 342, as amended, a sign that is visible from a public place and that is dilapidated, deteriorated, unsafe, or abandoned, or is a hazard to the health or safety of the public, is declared a public nuisance.

(b) Offenses. A person commits an offense if the person maintains an abandoned sign or a sign in dilapidated or deteriorated condition on property he owns or controls.

(c) Abandoned signs. Pursuant to Texas Health and Safety Code, chapter 342, as amended, a sign that is abandoned and is visible from a public place is declared a public nuisance.

(d) Removal. If the administrative official shall determine that any sign is dilapidated, deteriorated, unsafe, or insecure, or is a hazard to the public, he shall give written notice to the property owner, lessee, or sign erector to repair, replace or remove such sign. If the property owner, lessee, or sign erector fails to remove or repair the sign within ten days after such notice, the administrative official shall remove the sign at the expense of the

owner of the property upon which the sign is located. The administrative official shall cause any sign which is an immediate hazard to persons to be removed without notice, and the cost of same shall be paid by the property owner.

(e) Storage of impounded signs; notice to owner. Any sign which is removed by the administrative official pursuant to this section shall be impounded and stored. Records of where such signs are located and when removed shall be kept. The administrative official shall send a letter to the owner of such sign, if known, or, if not known, to the owner or person in control of the premises where such sign was located, giving notice of such impoundment.

(f) Redemption of impounded signs; fees. The administrative official shall hold the sign in storage for at least thirty days after notice of impoundment has been mailed. Any sign may be redeemed by the owner upon payment of the costs of removal of and hauling the sign to storage, as determined by the administrative official, plus a per-day storage fee. Such fees shall be established by the city council.

(g) Disposal of impounded signs. Any sign not reclaimed by the owner thereof within thirty days of the mailing of the notice of impoundment shall be disposed of in accordance with applicable law.

(Ordinance 07-014, ex. A, sec. 14, adopted 8/13/07)

### Sec. 3.06.082 Assessment of city's expenses; lien

(a) Assessment of expenses. The city assesses the expenses incurred pursuant to section 3.06.081 of this article against the real estate on which the nuisance is abated, and charges the owner of the property for the same.

(b) Notice. The city shall send the owner of the property upon which the work was done a notice. The notice shall include:

- (1) An identification of the property;
- (2) A description of the violation;
- (3) A statement that the city abated the condition;
- (4) A statement of the city's charges and expenses in abating the condition;
- (5) An explanation of the property owner's right to request a hearing within ten days; and

(6) A statement that, in the event the owner fails or refuses to pay the expense within thirty days after the first day of the month following the one in which the work was done, the mayor or his/her designee shall obtain a lien against the property by filing with the county clerk of the appropriate county a statement of the expenses so incurred.

(c) Purpose of lien. The lien is security for the expenditures made and interest accruing at the rate of ten percent per year from the date of payment by the city.

(d) Hearing. The city council will conduct a hearing if the property owner submits a written request within 10 days of the date of the notice. The council may find, if a preponderance of the evidence presented so shows, that the charges are erroneous and may adjust the charges.

(e) Priority of lien. When the statement is filed, the city shall have a privileged lien on that property, second only to tax liens and liens for street improvements.

(f) Suit authorized. For any such expenditures and interest, suit may be instituted and recovery and foreclosure had by the city. The statement of expenses, or a certified copy thereof, is *prima facie* proof of the expenses

incurred by the city in doing the work or making the improvements, all as more particularly specified in Texas Health and Safety Code Annotated, section 342.007, as amended, which is adopted and incorporated in this article by reference.

(Ordinance 07-014, ex. A, sec. 15, adopted 8/13/07)

## AGENDA ITEM REPORT

### Item 14

Meeting Date: September 10, 2018

Department: Administration/Code/PW/Police

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted by: John R. Dean, Jr., CM

Amount: \$N/A

Reviewed By:  City Manager  City Secretary  City Attorney

Accountant

Other Police/Finance/PW/Code

#### Attachments:

1. Heritage Day Report

#### Agenda Item / Topic:

ITEM 14. **DISCUSSION** – Discuss progress and receive updates on activities related to 2018 Heritage Day celebration, Saturday, September 22, 2018.

#### Discussion / Justification:

Heritage Day Coordinator Doug Hunt will share updates of this event.

#### Recommendation / Staff Comments:

#### Sample Motion(s):

Discussion Only.

## HERITAGE DAY 2018

Type	Date	Num	Name	Memo	Debit	Credit	Balance
				4000800 · Other Revenue			
				4000810 · Heritage Day			
Deposit	07/20/2018			BOOTH - HERITAGE DAY			
				HUNT	120.00	120.00	
Deposit	07/20/2018			CARLISLE - HERITAGE DAY			
				DONATION	1,000.00	1,120.00	
Deposit	07/22/2018			BOOTH - CAROLYN MONK			
				CC	50.00	1,170.00	
Deposit	07/23/2018			SPONSOR- CNB	250.00	1,420.00	
Deposit	07/27/2018			HERITAGE DAY BOOTHS	560.00	1,980.00	
Deposit	07/31/2018 4104			ROCK TECH. DONATION			
Deposit	07/31/2018 371826			HERITAGE DAY	350.00	2,330.00	
				LINEBARGER DONATON	1,000.00	3,330.00	
Deposit	07/31/2018 11755			ANIMAL HOSPITAL			
Deposit	08/03/2018			DONATOIN	650.00	3,980.00	
				BOOTH - HERITAGE DAY	40.00	4,020.00	
Deposit	08/10/2018 33698			SPONSOR - HARRISON			
Deposit	08/10/2018 675680			PROP	350.00	4,370.00	
Deposit	08/10/2018 15667			SPONSOR-FROST BANK	450.00	4,820.00	
				SPONSOR-SHILOH PRES.			
Deposit	08/10/2018 24968			CHURCH	350.00	5,170.00	
Deposit	08/10/2018 16224			SPONSOR EYECARE ASSOC	50.00	5,220.00	
Deposit	08/17/2018 10543			SPONSOR-OVILLA			
Deposit	08/17/2018 4479			METHODIST	150.00	5,370.00	
				SPONSOR EXHIBIT TRADER	350.00	5,720.00	
Deposit	08/17/2018 3208			SPONSOR ACCESS			
Deposit	08/21/2018			STORAGE	2,000.00	7,720.00	
Deposit	08/21/2018			SPONSOR CLINT WALLING			
				INS	350.00	8,070.00	
Deposit	08/21/2018			METHODIST - SPONSOR	1,000.00	9,070.00	
				ROISD SPONSOR	1,000.00	10,070.00	
Deposit	08/22/2018			BOOTHS	110.00	10,180.00	
Deposit	08/29/2018			HARGROVE HERITAGE DAY	1,000.00	11,180.00	
Deposit	08/31/2018			BOOTHS HERITAGE DAY	260.00	11,440.00	
				EAST MCKINNEY TOWN -			
Deposit	08/31/2018 1380			SPONSOR	1,000.00	12,440.00	
Deposit	08/31/2018 998143			PROSPERITY - DONATION	250.00	12,690.00	
Deposit	08/31/2018 7503272195			BAYLOR - SPONSOR	450.00	13,140.00	
Deposit	08/31/2018 15871			CREEKSIDE MIRROR -			
				SPONSOR	350.00	13,490.00	
			Total 4000810 · Heritage Day		13,490.00	13,490.00	

## 5602600 · Special Expenses

## 5602680 · Heritage Day

Bill	07/02/2018 HERITAGE DAY	A One of a Kind Pony Party	HERITAGE DAY 2018	662.50	765.70
		Alexander Tent Rentals, Inc	TENT, TABLE, CHAIRS, STAGE RENTAL HERITAGE DAY	2,833.50	3,599.20
Bill	07/02/2018 HERITAGE DAY	Jeanette Sanders	HERTIAGE DAY	100.00	3,699.20
Bill	07/02/2018 HERITAG DAY	Texas Sumo Game Rental	Heritage Day - Climbing Wall Slide		3,699.20
Bill	07/10/2018 20933	TEXAS SUMO			
Bill	07/10/2018 GAME RENT	Citi Cards	CLIMBING WALL SLIDE	1,580.00	5,279.20
	2018 HERITAGE	COMPLETE LOGO SOURCE	HERITAGE DAY	864.00	6,143.20
Bill	07/16/2018 DAY				

## HERITAGE DAY 2018

Bill	07/24/2018 US POSTAGE	Citibank	shipped banner for heritage day	10.95	6,154.15
			HERITAGE DAY BANNER		
Bill	07/26/2018 DIXIE FLAG	Citibank	REPAIR	123.00	6,277.15
Bill	08/20/2018 500596664	ASCAP	License Fee - HERITAGE DAY	50.00	6,327.15
<hr/>					
Total 5602600 · Special Expenses				6,223.95	6,327.15

## AGENDA ITEM REPORT Item 15

Meeting Date: September 10, 2018

Discussion  Action

Submitted By: Mike Dooly, Code Officer.

Reviewed By:  City Manager  City Secretary  City Attorney  
 Accountant  Other:

Departments: Code/Administration

Budgeted Expense:  YES  NO  N/A

Amount: N/A

### Attachments

1. N/A

### Agenda Item / Topic

**ITEM 1.** **DISCUSSION** – Staff update regarding the July 10, 2017 Order of Abatement constituting a “Nuisance Outside Storage” under Article 8.02 of the Code of Ordinances of the City of Ovilla, at 101 Oakwood Lane, Ovilla, TX 75154.

### Discussion / Justification

#### BACKGROUND:

In accordance with statutes, the Ovilla City Council held a public hearing and deliberation on July 10, 2017, on the code violation abatement “Nuisance Outside Storage” of the property commonly known as 101 Oakwood Lane, Ovilla, TX.

The Ovilla City Council approved an abatement order at this address and allowed the owner 90-days. Three trailer loads of stuff were removed from the property and clean-up was addressed by the owner during the 90-day period. However, the assessment and sight of the property continues to violate code. Staff is providing an update with notice to the owner and the process of abatement beginning again.

Sample motion-N/A

## AGENDA ITEM REPORT

### Item 16- Items pulled from Consent

Meeting Date: September 10, 2018

Department: Administration/Finance

Discussion Action

YES  NO  N/A

Submitted by: Staff

Amount: N/A

#### Discussion / Justification:

ITEM 16. **DISCUSSION/ACTION** – Consideration of any item(s) pulled from the Consent Agenda above for individual consideration and action.

#### Discussion / Justification:

All consent items are attached for Council consideration. Any items pulled from the Consent agenda will be reviewed under this item.

Staff recommends approval.

Sample Motion(s):

I move to approve . . .

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

To: Mayor Richard Dormier  
 Ovilla City Council  
 John Dean City Manager

Subject: Police Department Monthly Activity Report

Calls For Service	August 2018	August 2018 YTD	August 2017	August 2017 YTD
Accident	6	36	0	15
Alarms	11	136	10	114
Arrest	2	44	13	64
Assault/Assault FV	0	8	0	7
Assists	34	411	61	629
Building / House Security Check	474	4490	507	5084
Burglary	0	1	0	5
Burglary of Motor Vehicle	0	0	0	4
Criminal Mischief	2	3	2	8
Disturbance	12	54	1	77
Neighborhood Check	660	8380	1541	11917
Other Calls for Service	59	420	60	387
Suspicious Person	9	51	10	68
Suspicious Vehicle	7	112	22	197
Theft	2	9	5	13
Traffic Assignment/School Enforcement	9	77	46	472
<b>TOTAL CALLS FOR SERVICE</b>	<b>1287</b>	<b>14232</b>	<b>2278</b>	<b>19061</b>

Reserve Officer Hours	0	287.5	27	96
Average Response Time (Minutes)	4.38	4.425	4.39	4.7
Total Citations	95	815	134	1003
Total Traffic Stops *****	241	2026	342	
Traffic Stop Disposition Warning *****	152	1255	222	
Traffic Stop Disposition Citation *****	89	771	120	
<b>PERCENT OF STOPS RECEIVING CITATIONS</b>	<b>36.9</b>	<b>38.1</b>	<b>35.1</b>	<b>#DIV/0!</b>
Manual Response time				

\*\* These lines are new and we will not have  
 the info for the months before March 2017

August 2018	TO	September 2018	MILEAGE	MAINTENANCE PERFORMED
Police Unit #	Begin	End	Accrued	
103	144218	144423	205	inspection and wipers replaced
105	103725	104691	966	
116	60721	62376	1655	Replaced 4 tires & bent wheel. Alignment
117	48930	51219	2289	2 Front tires replaced and Oil change
118	12282	14892	2610	Oil Change
216	15315	16066	751	Inspection and Registration
Vehicles	Begin	End	Accrued	
2017 F250 4x4	8487	9110	623	oil and air filter changed
2015 2500 HD Silverado	36332	37003	671	oil and air filter changed
2011 3500HD Silverado	50976	51463	487	oil and air filter changed
2008 2500HD Animal Control	80662	81311	649	
2008 1500 Silverado	109068	109323	255	oil and air filter changed
2006 1500 Silverado	117790	118298	508	oil and air filter changed
2001 C6500 Dump Truck	18266	18308	42	
1999 International Patch Trk	311833	311845	12	
1998 Ford Dump Truck	53178	53397	219	
	HOURS	HOURS	HOURS	
New Holland Skid LS60	1183	1187.6	4.6	
1999 Kubota Tractor	958.2	965.3	7.1	
1992 Ford Tractor	1079.7	1080.5	0.8	
Sweeper	619.9	619.9	0	
310K John Deere Backhoe	1531.5	1565.2	33.7	
Stone Packer 3100	4507.5	4507.5	0	
Ingersoll Mobil Air Compress	1320.8	1320.8	0	

Green Golf Cart	763.1	763.1	<b>0</b>	
Jet Machine	480.6	482.1	<b>1.5</b>	
Vac Machine 2017	46.4	52.4	<b>6</b>	
Boomag 900-50 packer	190.3	190.3	<b>0</b>	
2016 Exmark	218.3	229.6	<b>11.3</b>	
2013 Exmark	329.4	340.3	<b>10.9</b>	
2004 Exmark	1013.7	1016.1	<b>2.4</b>	
JCV Backhoe	23.6	27.5	<b>3.9</b>	

# Ovilla Fire Department

## August Monthly Report



**Interim Fire Chief  
Kevin R. Lindsey**

105 S. Cockrell Hill Road  
Ovilla Texas, 75154  
[cityofovilla.org](http://cityofovilla.org)

## **Mission Statement**

The mission of the Ovilla Fire Department is to provide services designed to protect citizens and property of the City of Ovilla and outlying areas. All persons and or departments requesting assistance from the Ovilla Fire Department as a result of the adverse effects of fire, medical emergencies, or hazardous conditions created by man or nature will be dealt with in a professional manner, consistent with the economic capability of the community.

## **Summary of Staffing for the Department**

- Currently the Department only has no Firefighter Paramedic position open. We had an EMT who finished Paramedic school, so he was moved to fill the open spot.
- Currently the Department has 7 Volunteer Firefighter Positions. This is due to the volunteers getting hired on at full time departments. We are currently looking for more volunteers.
- Current Staffing
  - 2 Chiefs
  - 5 Captains
  - 26 Firefighter Paramedics
  - 8 Firefighter EMT-Basics
  - 7 Volunteer Firefighters
  - Total Staffing of 48 out of 50 positions
  - 3 Part time FF/P resigned, in the process of hiring their replacements
  - 2 volunteers resigned
- Of the Volunteers on staff,
  - 3 of them are Dual Certified, meaning they have their Fire Certs and EMT Basic
  - 1 has their Fire Certs
  - 2 have their EMT- Basic
  - The other Volunteer does not have any Certification at this time.

## **Grants Report**

- Have turned in four Texas Forestry Service Grants, waiting for notification of award
  - \$7700 received for workers comp and VFIS
  - One for bunker gear
  - One for a Brush Truck Chassis
  - One for a Brush Truck

## Summary of Events for the Department

- August was a steady month for the Fire Department, with a total of 74 incidents responded to. That's 14 less calls than last month.
- Training with the Volunteers on their regular scheduled nights, continuing to work with them all on Apparatus Familiarization, and getting them signed off to drive each one.
- Bay Project is moving forward. First 2 bays are done. Second 2 bays are under way. Found structural damage in the attic, that must be fixed before they continue.
- Finalizing the budget for FY18-19
- 10 pieces of bunker gear unexpectedly taken out of service by our gear cleaning company. It has been sent to the manufacturer. We are waiting to see if they can fix it.

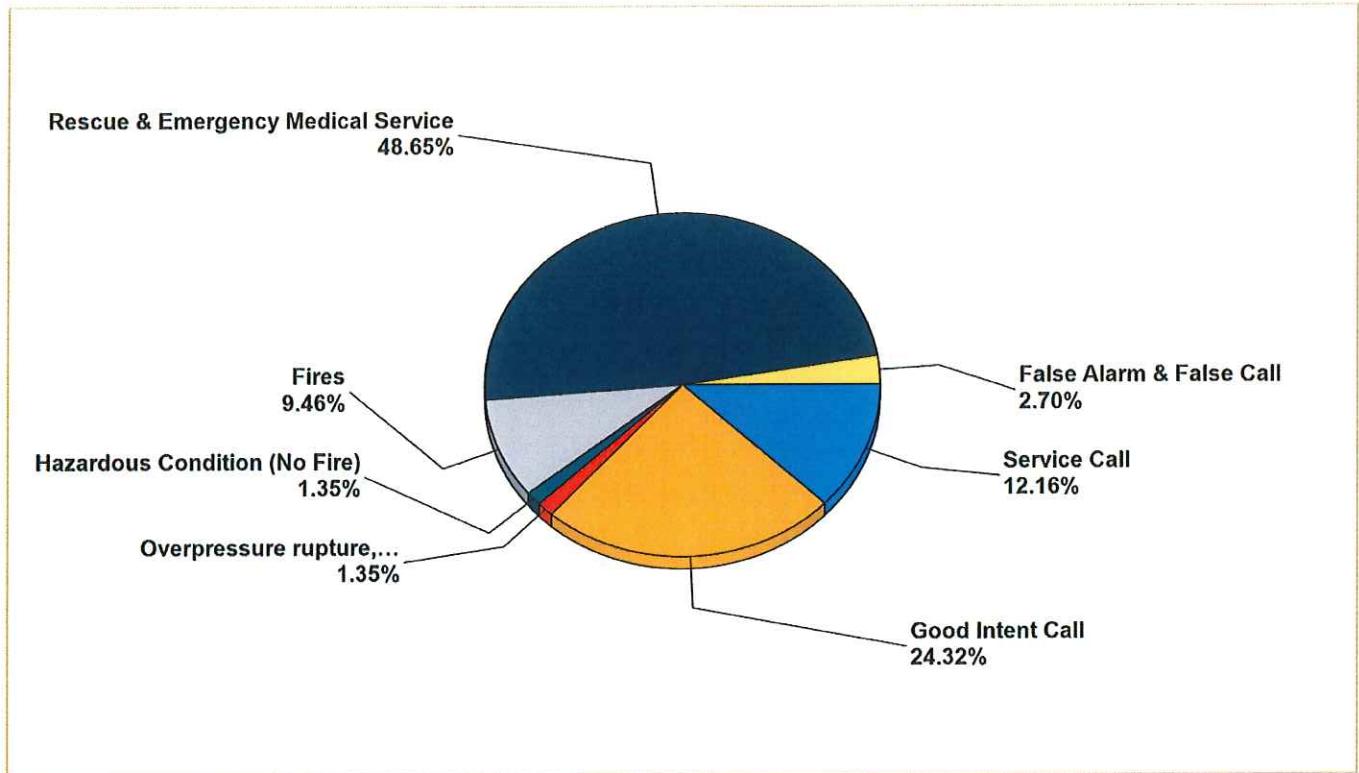
## Summary of Staffing for the Month

- 7 days a week we have 3 - 24-hour part time positions (0800 – 0800)
- These positions were 100% filled this month
- 7 nights a week we have 1 – 12-hour shift that is covered by volunteers (2000 – 0800)
- Saturday and Sunday (0800 – 2000)
- 6 / 8 weekend day shifts were covered by a Volunteer
- 28 / 39 Volunteer shifts were covered, and these 28 shifts had 4 personnel on the Engine

## Summary of Activity from Deputy Chief Fire Marshal's Office

- Multiple Consults
- Respond to incidents as available
- Multiple Meetings
- Back-Up for Ovilla PD
- QCI reports
- Training with Volunteers

## Breakdown by Major Incident Type



4

MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	7	9.46%
Rescue & Emergency Medical Service	36	48.66%
Hazardous Condition (No Fire)	1	1.35%
Service Call	9	12.16%
Good Intent Call	18	24.32%
False Alarm & False Call	2	2.70%
Overpressure rupture, explosion, overheat-no fire	1	1.35
Special Incident Type	0	
<b>TOTAL</b>	<b>74</b>	<b>100.00%</b>

Average 1.75 fires per week

Average 2.89 calls per day

Average 18.5 calls per week

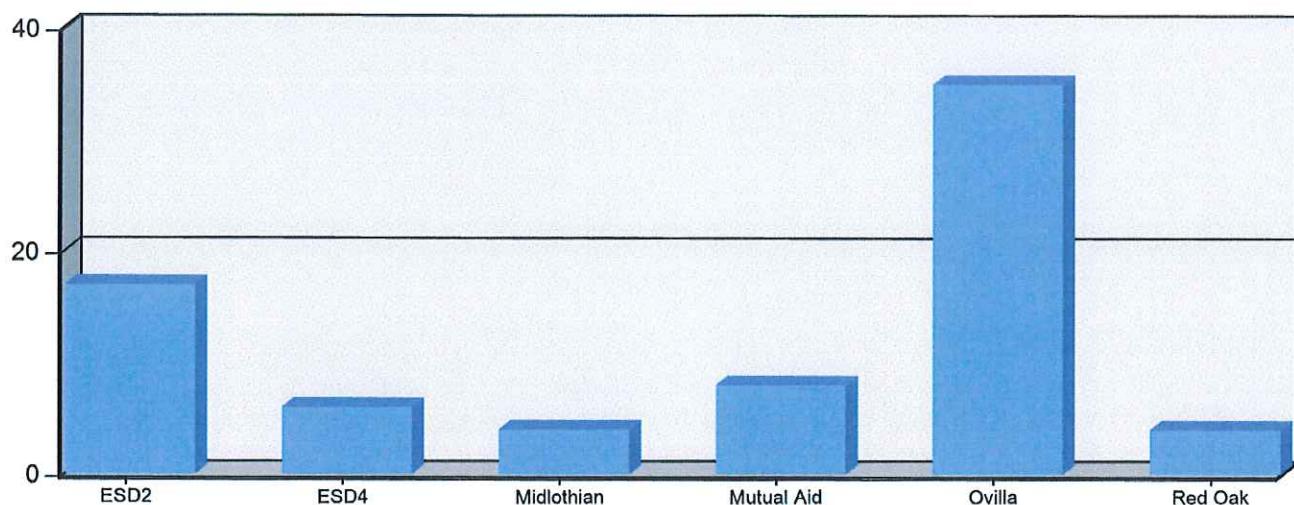
Full Crew responses | 74

C702 Responses | 13

Number of Overlapping Calls | 4

**Total Ovilla Fire Department Runs | 88**

### Breakdown by Districts



ZONE	2018	2017
ESD2 - ESD #2	17	17
ESD4 - ESD #4	6	0
Midlothian - Midlothian City Limits	4	N/A
Mutual Aid - Mutual Aid	8	18
Ovilla - City Limits	35	28
Red Oak - Red Oak City Limits	4	N/A
<b>TOTAL:</b>	<b>74</b>	<b>63</b>

*Districts are broken down by Cities or Areas we respond to.*

*Midlothian and Red Oak are what is called Automatic Aid due to being on the same dispatch system, and we are toned at the exact same time for an emergency that requires additional units to respond.*

*Mutual Aid is calculated by the cities that must call our dispatch center to request our help on incidents that occur in their cities. Examples are Glenn Heights, Desoto, Duncanville, Cedar Hill, Lancaster, Waxahachie, Ferris, and Wilmer.*

## Breakdown of Total Call to Date by Current Year and Past Year

MAJOR INCIDENT TYPE TO DATE	2018	2017
Fires	77	31
Overpressure, overheat- no fire	1	2
Rescue & Emergency Medical Service	311	258
Hazardous Condition (No Fire)	16	8
Service Call	56	72
Good Intent Call	131	91
False Alarm & False Call	33	17
Severe Weather & Natural Disaster	3	8
Special Incident Type	2	N/A
<b>TOTAL</b>	<b>630</b>	<b>487</b>

## Breakdown of Average Response Times by District for the Last Two Months

Zone Title	August	July
ESD4 - ESD #4	12.84	8.73
Mutual Aid - Mutual Aid	37.15 (Rehab non code included)	18.71
ESD2 - ESD #2	7.55	9.43
Ovilla - City Limits	5.72	5.88
Red Oak – Red Oak City Limits	7.91	21.43
Midlothian - Midlothian City Limits	17.46	12.53

Response times are figured by Time of Dispatch to Arrival at scene time. Overall the goal is that in our "First In Districts", City Limits, ESD #2, and ESD #4, we are there in under 8 minutes.

## Average Turn Out Time Dispatch to En-Route by Apparatus

APPARATUS	August	July
B701	1:59	1:56
B702	N/A	N/A
C701	N/A	N/A
C702	1:43	1:35
E701	1:49	1:57
E702	3:41	2:06
R755	1:10	3:32
<b>AVERAGE TURNOUT TIME:</b>	<b>2:37</b>	<b>2:15</b>

Turn out times are figured from time of dispatch to the time the Apparatus checks En-Route, and the goal with this time is to have a turn out time of 1:30 over 90% of our calls.

## *Mileage*

APPARATUS	August	July
B701	57,143.4	57,010
B702	(OOS)	3312 (OOS)
C701	18,468	17,857
C702	96,107	95,445
E701	11,139	10,591
E702	27,386	27,288
E703	UNK (gone for training)	UNK (gone for training)
R755	18,121	18,063



Date: September 5, 2018

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

**FROM:** Brad Piland Public Works Director

**TOPIC:** Public Works Monthly Report for August 2018

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1. 74 work orders completed
2. Sewer Lift Station Repairs-
  - Pulled pump 1 at Highland Meadows Lift Station
  - Removed pump 1 from Cumberland removed debris and replaced
  - Pulled pump 2 and removed debris Heritage

**Monthly Water and Sewer Services:**

- Read water meters, serviced disconnects and reconnects
- Water usage: Purchased from DWU 30,512,000 gal 29,145,000 pumped to customers and 796,030 flushing.
- Replaced meters: 117 Robin Glen, 606 Forest Edge, 103 Oakwood, Cumberland Entry, 438 Johnson Ln, 115 Meadow Glen, 315 Shadowood
- Daily water maintenance residual and pressure tests.
- Collected water samples for TCEQ reporting
- Water Maintenance – routine flushing mains and hydrant
- Meter Box repair and replace lids as needed
- Repaired Sewer force main along FM664
- Repaired water leaks:
  - 610 Williams

**Tree and grass maintenance:**

- Heritage Park
- Silver Spur Park
- Baseball fields and Cindy Jones Park

**Street and Misc.**

- Repaired the entrances in front of McClatchy Elementary
- Street repairs Cockrell Hill, Shiloh Rd. Overlay on Elmwood
- Clean ditches and culverts Shiloh .
- Updated marquee as needed
- Drainage work 300 Burtonwood

## APPENDIX A: SUGGESTED GENERAL MAINTENANCE CHECKLISTS

### Surfacing (§2.4)

Adequate protective surfacing under and around the equipment.

Install/replace surfacing

Surfacing materials have not deteriorated.

Replace surfacing

Other maintenance: \_\_\_\_\_

Loose-fill surfacing materials have no foreign objects or debris.

Remove trash and debris

Loose-fill surfacing materials are not compacted.

Rake and fluff surfacing

Loose-fill surfacing materials have not been displaced under heavy use areas such as under swings or at slide exits.

Rake and fluff surfacing

### Drainage (§2.4)

The entire play area has satisfactory drainage, especially in heavy use areas such as under swings and at slide exits.

Improve drainage

Other maintenance: \_\_\_\_\_

### General Hazards

There are no sharp points, corners or edges on the equipment (§3.4).

There are no missing or damaged protective caps or plugs (§3.4).

There are no hazardous protrusions (§3.2 and Appendix B).

There are no potential clothing entanglement hazards, such as open S-hooks or protruding bolts (§2.5.2, §3.2, §5.3.8.1 and Appendix B).

There are no crush and shearing points on exposed moving parts (§3.1).

There are no trip hazards, such as exposed footings or anchoring devices and rocks, roots, or any other obstacles in a use zone (§3.6).

### NOTES:

DATE OF INSPECTION:

8-29-18

### Security of Hardware (§2.5)

There are no loose fastening devices or worn connections.

Replace fasteners

Other maintenance: \_\_\_\_\_

Moving parts, such as swing hangers, merry-go-round bearings, and track rides, are not worn.

Replace part

Other maintenance: \_\_\_\_\_

### Durability of Equipment (§2.5)

There are no rust, rot, cracks, or splinters on any equipment (check carefully where it comes in contact with the ground).

There are no broken or missing components on the equipment (e.g., handrails, guardrails, protective barriers, steps, or rungs).

There are no damaged fences, benches, or signs on the playground.

All equipment is securely anchored.

### Leaded Paint (§2.5.4)

Paint (especially lead paint) is not peeling, cracking, chipping, or chalking.

There are no areas of visible lead paint chips or accumulation of lead dust.

Mitigate lead paint hazards

### General Upkeep of Playgrounds (§4)

There are no user modifications to the equipment, such as strings and ropes tied to equipment, swings looped over top rails, etc.

Remove string or rope

Correct other modification

The entire playground is free from debris or litter such as tree branches, soda cans, bottles, glass, etc.

Clean playground

There are no missing trash receptacles.

Replace trash receptacle

Trash receptacles are not full.

Empty trash

INSPECTION BY:

Daniel D

## APPENDIX A: SUGGESTED GENERAL MAINTENANCE CHECKLISTS

### Surfacing (§2.4)

- Adequate protective surfacing under and around the equipment.
  - Install/replace surfacing
- Surfacing materials have not deteriorated.
  - Replace surfacing
  - Other maintenance: \_\_\_\_\_
- Loose-fill surfacing materials have no foreign objects or debris.
  - Remove trash and debris
- Loose-fill surfacing materials are not compacted.
  - Rake and fluff surfacing
- Loose-fill surfacing materials have not been displaced under heavy use areas such as under swings or at slide exits.
  - Rake and fluff surfacing

### Drainage (§2.4)

- The entire play area has satisfactory drainage, especially in heavy use areas such as under swings and at slide exits.
  - Improve drainage
  - Other maintenance: \_\_\_\_\_

### General Hazards

- There are no sharp points, corners or edges on the equipment (§3.4).
- There are no missing or damaged protective caps or plugs (§3.4).
- There are no hazardous protrusions (§3.2 and Appendix B).
- There are no potential clothing entanglement hazards, such as open S-hooks or protruding bolts (§2.5.2, §3.2, §5.3.8.1 and Appendix B).
- There are no crush and shearing points on exposed moving parts (§3.1).
- There are no trip hazards, such as exposed footings or anchoring devices and rocks, roots, or any other obstacles in a use zone (§3.6).

### NOTES:

DATE OF INSPECTION:

8-29-18

### Security of Hardware (§2.5)

- There are no loose fastening devices or worn connections.
  - Replace fasteners
  - Other maintenance: \_\_\_\_\_
- Moving parts, such as swing hangers, merry-go-round bearings, and track rides, are not worn.
  - Replace part
  - Other maintenance: \_\_\_\_\_

### Durability of Equipment (§2.5)

- There are no rust, rot, cracks, or splinters on any equipment (check carefully where it comes in contact with the ground).
- There are no broken or missing components on the equipment (e.g., handrails, guardrails, protective barriers, steps, or rungs).
- There are no damaged fences, benches, or signs on the playground.
- All equipment is securely anchored.

### Leaded Paint (§2.5.4)

- Paint (especially lead paint) is not peeling, cracking, chipping, or chalking.
- There are no areas of visible lead paint chips or accumulation of lead dust.
  - Mitigate lead paint hazards

### General Upkeep of Playgrounds (§4)

- There are no user modifications to the equipment, such as strings and ropes tied to equipment, swings looped over top rails, etc.
  - Remove string or rope
  - Correct other modification
- The entire playground is free from debris or litter such as tree branches, soda cans, bottles, glass, etc.
  - Clean playground
- There are no missing trash receptacles.
  - Replace trash receptacle
- Trash receptacles are not full.
  - Empty trash

INSPECTION BY:

Daniel J

## APPENDIX A: SUGGESTED GENERAL MAINTENANCE CHECKLISTS

### Surfacing (§2.4)

Adequate protective surfacing under and around the equipment.  
 Install/replace surfacing

Surfacing materials have not deteriorated.  
 Replace surfacing  
 Other maintenance: \_\_\_\_\_

Loose-fill surfacing materials have no foreign objects or debris.  
 Remove trash and debris

Loose-fill surfacing materials are not compacted.  
 Rake and fluff surfacing

Loose-fill surfacing materials have not been displaced under heavy use areas such as under swings or at slide exits.  
 Rake and fluff surfacing

### Drainage (§2.4)

The entire play area has satisfactory drainage, especially in heavy use areas such as under swings and at slide exits.  
 Improve drainage  
 Other maintenance: \_\_\_\_\_

### General Hazards

There are no sharp points, corners or edges on the equipment (§3.4).

There are no missing or damaged protective caps or plugs (§3.4).

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### NOTES:

DATE OF INSPECTION:

8-29-18

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There are no loose fastening devices or worn connections.  
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 Other maintenance: \_\_\_\_\_

Moving parts, such as swing hangers, merry-go-round bearings, and track rides, are not worn.  
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 Other maintenance: \_\_\_\_\_

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 Mitigate lead paint hazards

### General Upkeep of Playgrounds (§4)

There are no user modifications to the equipment, such as strings and ropes tied to equipment, swings looped over top rails, etc.  
 Remove string or rope  
 Correct other modification

The entire playground is free from debris or litter such as tree branches, soda cans, bottles, glass, etc.  
 Clean playground

There are no missing trash receptacles.  
 Replace trash receptacle

Trash receptacles are not full.  
 Empty trash

INSPECTION BY:

Daniel D



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**DATE:** SEPTEMBER 10, 2018  
**TO:** Honorable Mayor and Council Members  
**FROM:** Linda Harding, City Accountant  
**SUBJECT:** Accounting Department Report

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**Reports** Financials ending 7/31/2018  
Over \$5,000  
Financial graph representing through JULY 2018  
Bank Balances as of 9 5 18

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**Mentions to reports:** Tenth month of new fiscal year.

**Admin Budget Highlights:**

Admin - Server for council & screen for conference and court – on hold.  
Admin - Change city hall, PD & FD from septic to sewer – Equipment quotes are arriving. Engineering has been completed, engineer will complete design and survey for easement.  
Admin - Paint city offices, replace doors. – To be completed by public works, if time allows.  
Admin – New desktop computers have been installed by Net Genius.  
Admin – Laptops for council has been approved and distributed  
Admin – Net Genius has installed some hardware changes; more changes have been ordered.  
Fire – Bay improvement will be completed within week.  
Community Service – Vehicle should be received by end of month.

**INFRASTRUCTURE - STREET REPAIR OVILLA OAKS, SUBURBAN, HIGHLAND, HIGHVIEW HAVE BEEN COMPLETED**

Equipment list that includes vehicles, machinery, computers, laptops have been received and reviewed by departments. The departments are responsible for the replacement request of all equipment.

2 of 3 optional extension used by Yeldell, Wilson and Co., P.C. for period ending September 2018.

Last extension can be used through September 2019.

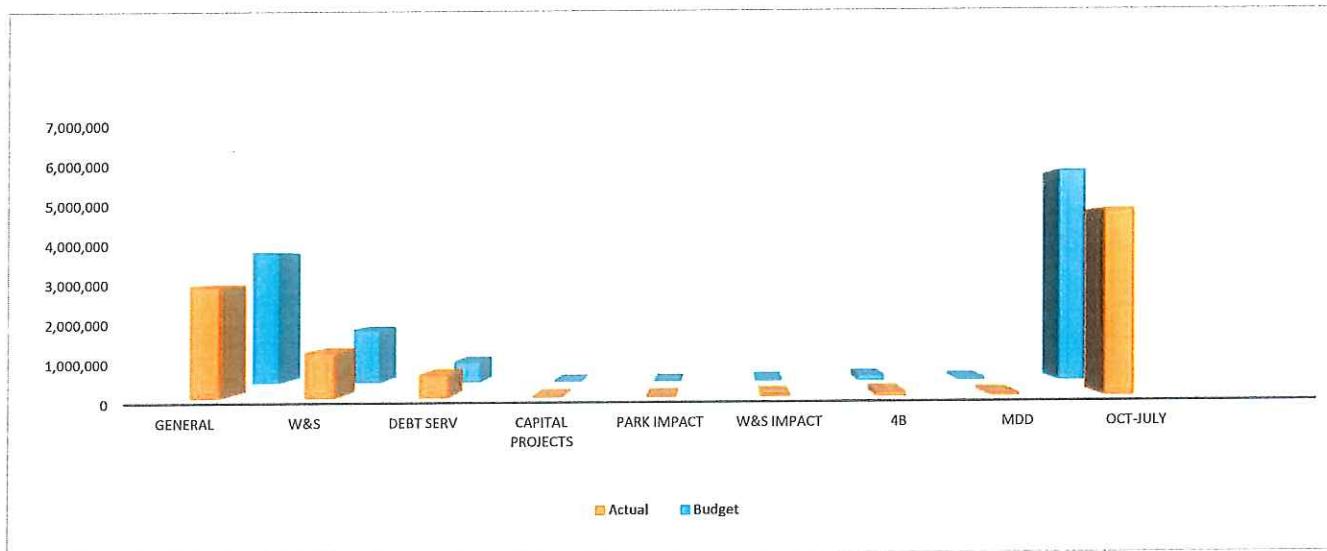
December 2017 Bank will use 1<sup>st</sup> of 2-year extensions.

**Department duties:**

Council reports, A/P, P/R, A/R, EOM reports, various accounting obligations, and completed instructions given by City Manager. Examining the various funds, ordinances, resolutions, accounting files, filed required reports for state and federal payroll, sales tax.

	Name	Account #	Previous Balance	NEW BALANCE	As Of
<u>Debt Fund</u>		*0291	44,943.23	46,758.23	9/5/2018
<u>General Fund Reserve</u>		608	56,512.56	56,512.56	9/5/2018
<u>GF Reserve CD</u>		*0694	248,972.25	249,537.04	9/5/2018
<u>Water Impact</u>		*2322	481.79	481.79	9/5/2018
<u>4B EDC</u>		*3691	913,770.69	636,205.38	9/5/2018
<u>Fire Dept. Auxil.</u>		*3909	2,370.00	2,370.00	9/5/2018
<u>Water Money Market</u>		*4323	189,977.00	190,101.66	9/5/2018
<u>MDD Fund</u>		*7451	265,298.63	271,964.15	9/5/2018
<u>Water Credit Card</u>		*7531	140.05	140.10	9/5/2018
<u>GF Reserves Money Mkt.</u>		*7583	128,672.93	128,757.36	9/5/2018
<u>GF Money Market</u>		*7605	231,401.35	231,553.19	9/5/2018
<u>Park Fund Money Mkt.</u>		*7613	80,934.86	81,316.52	9/5/2018
<u>Capital Projects Money Mkt.</u>		*7648	131,129.22	131,215.26	9/5/2018
<u>W&amp;S Impact-Sewer</u>		*8699	115,128.47	117,318.69	9/5/2018
<u>employee benefit trust</u>		*8777	264.54	354.59	9/5/2018
<u>GF Operating</u>		*9437	1,351,041.62	856,319.00	9/5/2018
<u>W&amp;S Fund Operating</u>		*9445	701,095.98	766,455.92	9/5/2018
<u>Police Special Fund</u>		*9792	215.51	215.51	9/5/2018
<b>SUB TOTAL</b>			<b>4,462,350.68</b>	<b>3,767,576.95</b>	
TexPool - CAPITAL PROJECT		1878	313.14	313.14	9/5/2018
TexStar - GENERAL FUND		1110	3,804.59	3,810.75	9/5/2018
TexStar - GENERAL FUND		1120	948.35	949.90	9/5/2018
TexStar - W&S IMPACT		3540	3,219.20	3,219.20	9/5/2018
TexStar - CAPITAL PROJECT		5340	1,424.77	1,424.77	9/5/2018
TexStar - W&S FUND		5350	1,168.22	1,168.22	9/5/2018
Bryson Manor - GENERAL FUND		8662	299,015.89	199,117.47	9/5/2018
Leose		2510	1,601.79	1,601.79	9/5/2018
<b>TOTAL BANK BALANCES</b>			<b>4,773,846.63</b>	<b>3,979,182.19</b>	

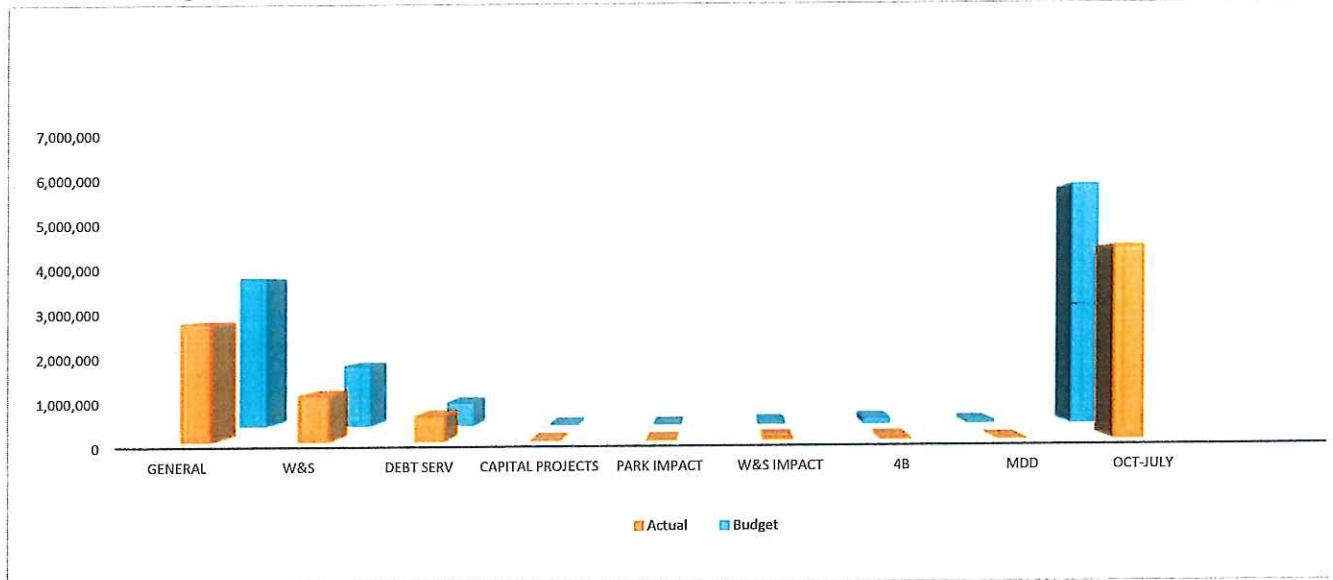
## CITY OF OVILLA REVENUE FY 2017-2018



City of Ovilla Revenue

FUNDS	General	W&S	Debt Serv	Capital Projects	Park Impact	W&S Impact	4B	MDD	Oct-July
Actual	2,919,801	1,173,236	575,527	476	7,608	46,795	93,832	46,555	4,863,830
Budget	3,827,749	1,539,008	576,650	481	8,793	57,068	132,140	51,100	6,192,989
Over / (Under) Budget	(907,948)	(365,772)	(1,123)	(5)	(1,185)	(10,273)	(38,308)	(4,545)	(1,329,159)

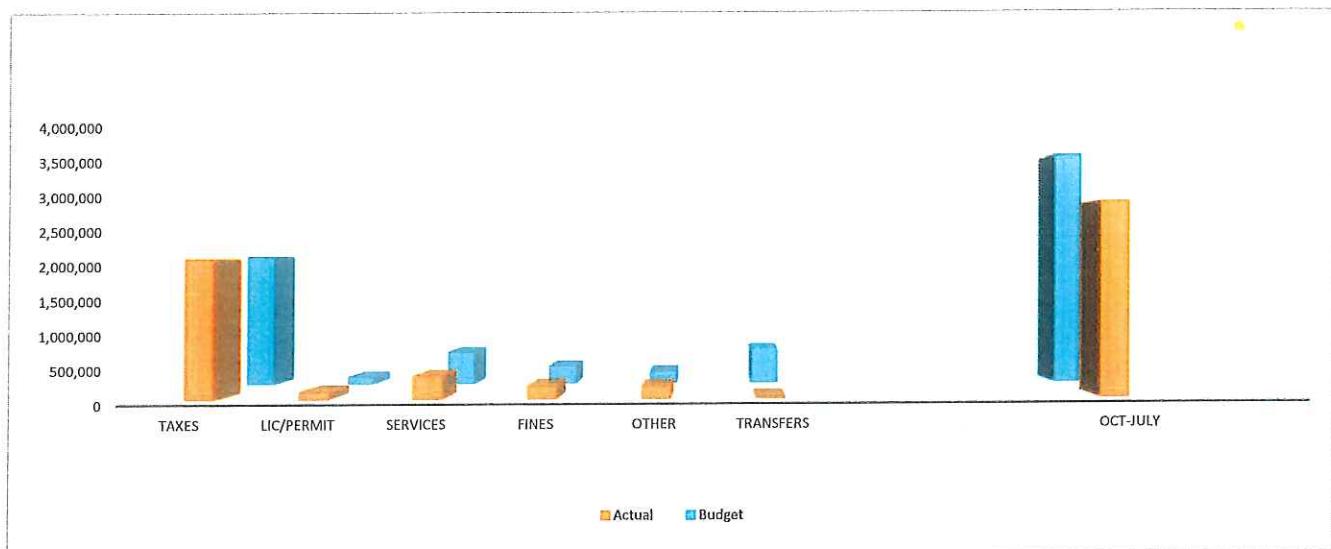
## CITY OF OVILLA EXPENSE FY 2017-2018



City of Ovilla Expense

FUNDS	General	W&S	Debt Serv	Capital Projects	Park Impact	W&S Impact	4B	MDD	Oct-July
Actual	2,747,456	1,064,620	576,150	0	1,017	50,546	42,300	2,247	4,484,336
Budget	3,827,749	1,539,008	576,650	481	8,793	57,068	132,140	51,100	6,192,989
Over / (Under) Budget	(1,080,293)	(474,388)	(500)	(481)	(7,776)	(6,522)	(89,840)	(48,853)	(1,708,653)

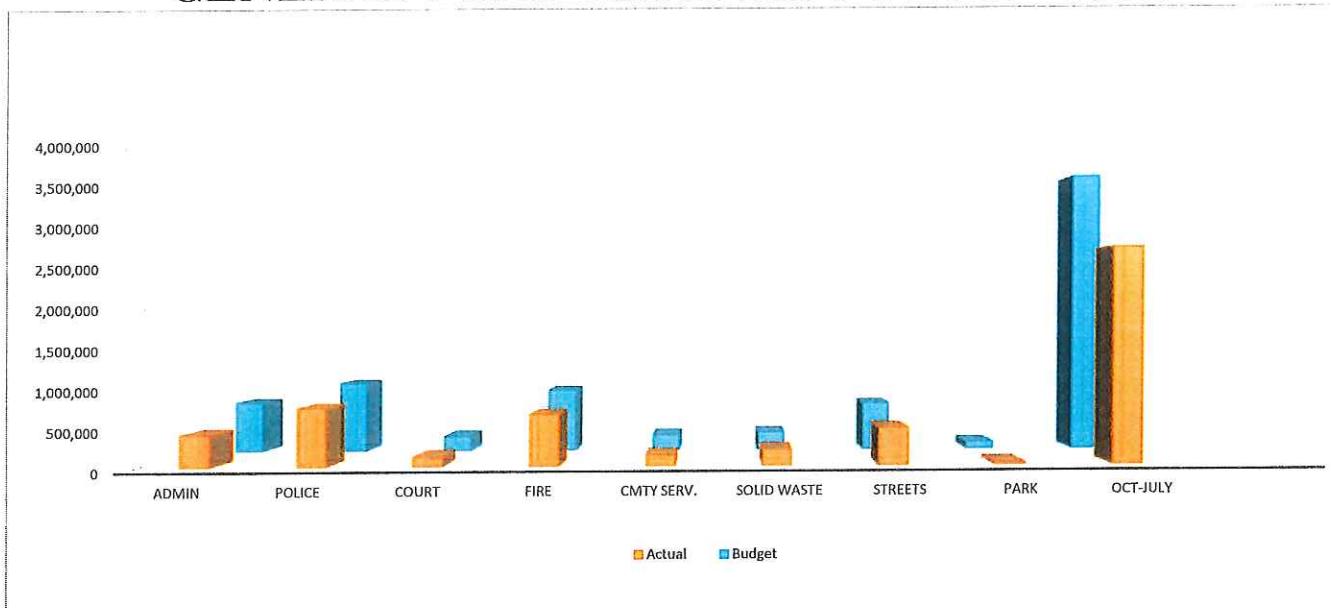
## GENERAL FUND REVENUE FY 2017-2018



### General Fund Revenue

	Taxes	Lic/Permit	Services	Fines	Other	Transfers	Oct-July
Actual	2,098,954	104,773	337,362	182,832	175,837	20,043	2,919,801
Budget	2,146,361	106,581	524,800	287,205	188,981	573,821	3,827,749
Over / (Under) Budget	(47,407)	(1,808)	(187,438)	(104,373)	(13,144)	(553,778)	(907,948)

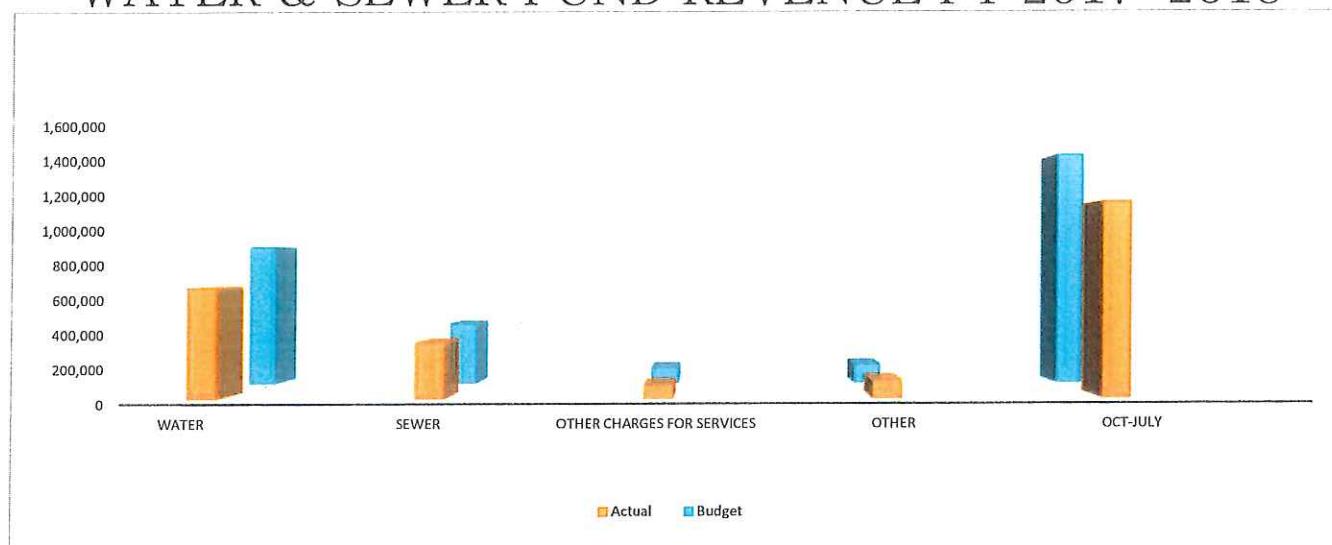
## GENERAL FUND EXPENSE FY 2017-2018



### General Fund Expense

	Admin	Police	Court	Fire	CMTY Serv.	Solid Waste	Streets	Park	Oct-July
Actual	405,252	741,434	117,205	651,740	132,568	202,244	470,592	26,420	2,747,455
Budget	677,035	948,664	191,749	841,662	205,170	235,734	640,302	87,433	3,827,749
Over / (Under) Budget	(271,783)	(207,230)	(74,544)	(189,922)	(72,602)	(33,490)	(169,710)	(61,013)	(1,080,294)

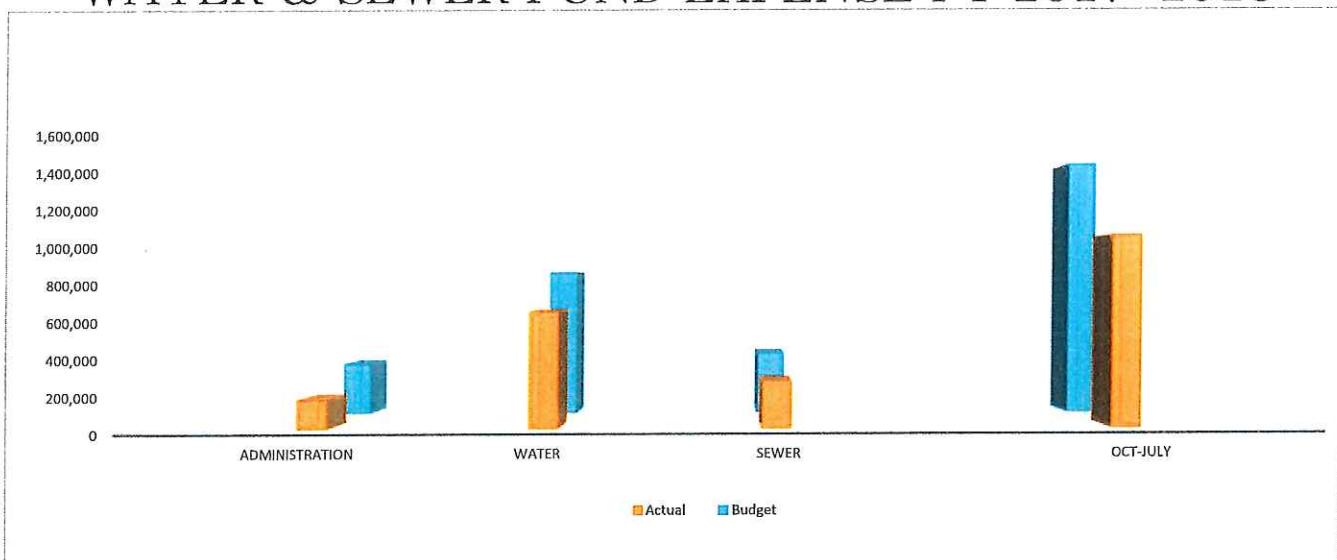
## WATER & SEWER FUND REVENUE FY 2017-2018



### Water & Sewer Revenue

	Water	Sewer	Other Charges for Services	Other	Oct-July
Actual	660,539	331,322	76,465	104,909	1,173,235
Budget	920,296	399,708	98,809	120,195	1,539,008
Over / (Under) Budget	(259,757)	(68,386)	(22,344)	(15,286)	(365,773)

## WATER & SEWER FUND EXPENSE FY 2017-2018



### Water & Sewer Fund Expense

	Administration	Water	Sewer	Oct-July
Actual	157,813	646,367	260,439	1,064,619
Budget	302,404	869,634	366,970	1,539,008
Over / (Under) Budget	(144,591)	(223,267)	(106,531)	(474,389)



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DATE: September 10, 2018

TO: Honorable Mayor and Council Members

FROM:  
Linda Harding, Accountant

SUBJECT: Financial Statements Through July 2018

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over	% of Budget
	July 2018	'Oct - July 2018	(Under)	Thru July
		Budget	Budget	83%
<b>Revenues</b>				
4000100 · Taxes				
4000105 · Ad Valorem, Current	5,012	1,681,199	1,649,432	31,767 102%
4000106 · Ad Valorem, New & improvements	0	0	53,233	(53,233) 0%
4000110 · Ad Valorem, Delinquent	511	21,910	10,000	11,910 219%
4000113 · Interest/Penalties - Prop Tax	468	10,969	7,000	3,969 157%
4000120 · Sales Tax	20,457	183,837	210,957	(27,120) 87%
4000125 · Sales Tax - Street Improvement	5,114	45,959	52,739	(6,780) 87%
4000130 · Franchise Tax	4,724	155,080	163,000	(7,920) 95%
<b>Total 4000100 · Taxes</b>	<b>36,286</b>	<b>2,098,954</b>	<b>2,146,361</b>	<b>(47,407) 98%</b>
4000200 · Licenses and Permits				
4000210 · Residential Building Permits	2,480	47,352	60,000	(12,648) 79%
4000214 · Misc Building Permits	4,828	32,444	23,952	8,492 135%
4000230 · Plan Review Fee	1,052	17,526	12,000	5,526 146%
4000260 · Alarm Permits	550	1,970	2,604	(634) 76%
4000270 · Animal Tag Fees	180	2,148	3,706	(1,558) 58%
4000272 · Impound Fees	260	1,580	2,751	(1,171) 57%
4000290 · Misc Licenses and Permits	40	1,753	1,568	185 112%
<b>Total 4000200 · Licenses and Permits</b>	<b>9,390</b>	<b>104,773</b>	<b>106,581</b>	<b>(1,808) 98%</b>
4000400 · Charges for Services				
4000325 · ESD #2	0	95,000	190,000	(95,000) 50%
4000330 · ESD #4	0	37,084	55,628	(18,544) 67%
4000411 · Copies and Maps	1	39	100	(62) 39%
4000415 · Police Reports	0	78	150	(72) 52%
4000420 · Park Lights	0	0	500	(500) 0%
4000440 · Oak Leaf Animal Control	0	1,950	2,100	(150) 93%
4000450 · Subdivision Fees	0	700	6,900	(6,200) 10%
4000480 · Solid Waste (Garbage)	22,752	199,196	264,322	(65,126) 75%

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	'Oct - July 2018	Budget	Thru July
			Budget	83%
4000485 · 50/50 Sidewalk Program	0	0	1,250	(1,250) 0%
4000490 · Misc Charges for Services	361	3,315	3,850	(535) 86%
<b>Total 4000400 · Charges for Services</b>	<b>23,113</b>	<b>337,362</b>	<b>524,800</b>	<b>(187,438) 64%</b>
 4000500 · Fines and Forfeitures				
4000535 · Omni Warrant Revenue	331	1,816	2,868	(1,052) 63%
4000510 · Fines - Police	9,665	158,174	265,008	(106,834) 60%
4000520 · Fines - Animal Control	0	0	456	(456) 0%
4000525 · Fines - Code Enforcement	0	592	8,949	(8,357) 7%
4000550 · Municipal Court Technology	510	3,873	5,424	(1,551) 71%
4000551 · Municipal Court Security	382	2,904	4,068	(1,164) 71%
4000590 · Misc Fines and Forfeitures	3,824	14,155	432	13,723 3,277%
4000592 · Warrant Fees	0	1,318	0	1,318 100%
4000593 -	0	0	0	0 0%
<b>Total 4000500 · Fines and Forfeitures</b>	<b>14,712</b>	<b>182,832</b>	<b>287,205</b>	<b>(104,373) 64%</b>
 4000800 · Other Revenue				
4000810 · Heritage Day	3,969	7,707	26,000	(18,293) 30%
4000818 · Lease Proceeds	0	1,144	0	1,144 100%
4000820 · Water Tower Lease	12,772	145,951	151,921	(5,970) 96%
4000840 · Interest Earned	895	9,007	7,560	1,447 119%
4000860 · Grant Proceeds	2,121	9,561	0	9,561 100%
4000870 · Insurance Proceeds	0	0	0	0 0%
4000885 · Proceeds from Sale of Assets	0	1,127	0	1,127 100%
4000890 · Misc Other Revenue	2	1,340	3,500	(2,160) 38%
<b>Total 4000800 · Other Revenue</b>	<b>19,759</b>	<b>175,837</b>	<b>188,981</b>	<b>(13,144) 93%</b>
 4000900 · Transfers In				
4000905 · Weapons Purchase Plan	0	0	11,730	(11,730) 0%
4000925 · Admin.Rev. received from 4B-EDC	0	1,875	2,500	(625) 75%

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget	
				Thru July	
	July 2018	'Oct - July 2018	Budget	Budget	83%
4000927 - 4B-EDC Revenue: Monument Signs	0	0	30,000	(30,000)	0%
4000928 - 4B-EDC Revenue: Parks Master Plan	0	0	6,000	(6,000)	0%
4000930 · Admin. Rev. Rec. From W&S Fund	0	17,793	23,724	(5,931)	75%
4000940 · Admin.Rev. Rec. from MDD Fund	0	375	500	(125)	75%
4000945 - Trans in from Court Security	0	0	7,300	(7,300)	0%
4000990 · Reduction in Fund Balance	0	0	492,067	(492,067)	0%
<b>Total 4000900 · Transfers In</b>	<b>0</b>	<b>20,043</b>	<b>573,821</b>	<b>(553,778)</b>	<b>3%</b>
<b>Total Revenues</b>	<b>103,262</b>	<b>2,919,801</b>	<b>3,827,749</b>	<b>(907,948)</b>	<b>76%</b>
<b>Gross Resources</b>	<b>103,262</b>	<b>2,919,801</b>	<b>3,827,749</b>	<b>(907,948)</b>	<b>76%</b>
<b>Expenditures</b>					
10 · Administration					
5101100 · Salaries & Wages					
5101110 · City Administrator	8,077	65,942	78,750	(12,808)	84%
5101115 · City Secretary	5,000	41,875	44,250	(2,375)	95%
5101117 · City Accountant	4,159	34,831	39,338	(4,507)	89%
5101120 · Admin. Support	2,856	23,902	27,035	(3,133)	88%
5101180 · Merit Raises, Staff	0	0	5,682	(5,682)	0%
<b>Total 5101100 · Salaries &amp; Wages</b>	<b>20,092</b>	<b>166,550</b>	<b>195,055</b>	<b>(28,505)</b>	<b>85%</b>
5101400 · Support Staff					
5101490 · Overtime	0	67	625	(558)	11%
<b>Total 5101400 · Support Staff</b>	<b>0</b>	<b>67</b>	<b>625</b>	<b>(558)</b>	<b>11%</b>
5102100 · Employee Benefits					
5102110 · Group Insurance	2,235	24,790	31,117	(6,327)	80%
5102135 · TMRS	1,997	21,715	25,715	(4,000)	84%
5102160 · Worker's Compensation	233	1,159	933	226	124%
5102170 · Payroll Taxes	296	3,231	3,772	(541)	86%
5102180 · Unemployment Taxes	0	0	1,000	(1,000)	0%

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)		% of Budget
	July 2018	'Oct - July 2018	Budget	Budget	
5102190 - Auto Allowance	400	4,000	4,800	(800)	83%
5102196 - Indiv. Membership Dues	0	1,439	1,950	(511)	74%
<b>Total 5102100 - Employee Benefits</b>	<b>5,161</b>	<b>56,333</b>	<b>69,287</b>	<b>(12,954)</b>	<b>81%</b>
 5102200 - Special Services					
5102210 - Tax Assessing & Collecting Fees	0	1,814	1,814	0	100%
5102220 - Tax Appraisal Fee	0	14,162	18,887	(4,725)	75%
5102230 - Legal Fees	2,048	11,050	32,272	(21,222)	34%
5102240 - Audit	0	7,445	7,650	(205)	97%
5102250 - Accounting	0	705	2,000	(1,295)	35%
5102260 - Engineering Fees	0	4,437	10,000	(5,563)	44%
<b>Total 5102200 - Special Services</b>	<b>2,048</b>	<b>39,615</b>	<b>72,623</b>	<b>(33,008)</b>	<b>55%</b>
 5102300 - Contractual Services					
5102310 - Consultant Fees	0	80	10,000	(9,920)	1%
<b>Total 5102300 - Contractual Services</b>	<b>0</b>	<b>80</b>	<b>10,000</b>	<b>(9,920)</b>	<b>1%</b>
 5102500 - Operating Services					
5102530 - Custodial Service Contract	344	3,520	4,128	(609)	85%
5102540 - IT - Computer Maintenance	5,201	64,000	65,980	(1,980)	97%
<b>Total 5102500 - Operating Services</b>	<b>5,545</b>	<b>67,519</b>	<b>70,108</b>	<b>(2,589)</b>	<b>96%</b>
 5102600 - Special Expenses					
5102610 - Election - Payroll	0	480	850	(371)	56%
5102620 - Election - Supplies	0	2,156	2,500	(344)	86%
5102630 - Election Meeting Expense	0	0	100	(100)	0%
5102650 - Codification Book Update	1,550	1,925	3,600	(1,675)	53%
<b>Total 5102600 - Special Expenses</b>	<b>1,550</b>	<b>4,561</b>	<b>7,050</b>	<b>(2,489)</b>	<b>65%</b>
 5103100 - General Supplies					

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)		% of Budget Thru July 83%
	July 2018	'Oct - July 2018	Budget	Budget	
5103110 · Office Supplies		380	7,092	8,000	(908) 89%
5103140 · Uniforms		0	0	350	(350) 0%
<b>Total 5103100 · General Supplies</b>		<b>380</b>	<b>7,092</b>	<b>8,350</b>	<b>(1,258) 85%</b>
5103400 · Maintenance Supplies / Parts					
5103410 · Supplies - Custodial		119	933	1,500	(567) 62%
5103440 · Maintenance Agreement Expense		0	0	400	(400) 0%
5103460 · Miscellaneous		0	149	1,500	(1,351) 10%
<b>Total 5103400 · Maintenance Supplies / Parts</b>		<b>119</b>	<b>1,083</b>	<b>3,400</b>	<b>(2,317) 32%</b>
5104200 · Travel Expenses					
5104210 · Travel - Local		14	326	500	(174) 65%
5104220 · Professional Development		20	2,280	6,550	(4,270) 35%
5104222 · Professional Develop - Council		0	991	1,300	(309) 76%
5104225 · City Council Meal Expense		443	1,314	2,200	(886) 60%
5104230 · Professional Develop - In-House		0	0	500	(500) 0%
<b>Total 5104200 · Travel Expenses</b>		<b>477</b>	<b>4,911</b>	<b>11,050</b>	<b>(6,139) 44%</b>
5105200 · Data Processing Expenses					
5105230 · Data Proc-Maintenance & Repair		0	0	272	(272) 0%
5105240 · Data Processing - Software		1,615	11,651	36,693	(25,042) 32%
<b>Total 5105200 · Data Processing Expenses</b>		<b>1,615</b>	<b>11,651</b>	<b>36,965</b>	<b>(25,314) 32%</b>
5105300 · Printing Expense					
5105310 · Copier Expense		440	2,542	4,476	(1,934) 57%
5105320 · Printing - Newsletters		1,199	3,539	5,108	(1,569) 69%
5105330 · Printing - Forms		0	307	1,500	(1,193) 20%
<b>Total 5105300 · Printing Expense</b>		<b>1,639</b>	<b>6,388</b>	<b>11,084</b>	<b>(4,696) 58%</b>
5105400 · Utilities					

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)		% of Budget Thru July
	July 2018	'Oct - July 2018	Budget	Budget	
5105410 · Telephone	128	1,277	1,500	(223)	85%
5105415 · Cellular Phone	119	1,194	1,450	(256)	82%
5105417 · Internet	160	1,600	2,823	(1,223)	57%
5105420 · Wireless Cards	76	760	912	(152)	83%
5105450 · Electricity	377	3,129	4,635	(1,506)	68%
<b>Total 5105400 · Utilities</b>	<b>860</b>	<b>7,959</b>	<b>11,320</b>	<b>(3,361)</b>	<b>70%</b>
 5105500 · Repairs & Bldg Improvements					
5105520 · Repairs - Buildings	0	5,782	11,500	(5,718)	50%
5105540 · Repairs - Machinery & Equipment	0	0	500	(500)	0%
5105590 · Repairs - Other	135	506	1,300	(794)	39%
<b>Total 5105500 · Repairs &amp; Bldg Improvements</b>	<b>135</b>	<b>6,287</b>	<b>13,300</b>	<b>(7,013)</b>	<b>47%</b>
 5105600 · Insurance					
5105610 · Insurance - Property	479	1,915	1,915	0	100%
5105620 · Insurance - Liability	200	800	800	0	100%
5105630 · Insurance - Fidelity Bond	0	250	300	(50)	83%
5105632 · Notary Bond	163	163	450	(287)	36%
5105635 · Public Officials Surety Bonds	0	260	2,210	(1,950)	12%
<b>Total 5105600 · Insurance</b>	<b>842</b>	<b>3,388</b>	<b>5,675</b>	<b>(2,287)</b>	<b>60%</b>
 5105700 · Other Expenses					
5105705 · Postage	325	4,606	6,756	(2,150)	68%
5105710 · Cash - Over/Short	0	0	10	(10)	0%
5105725 · Records Management Expense	0	1,395	1,500	(105)	93%
5105730 · City - Memberships	0	1,831	2,500	(669)	73%
5105740 · Legal Notices/Advertisement	363	4,217	9,000	(4,783)	47%
5105752 · Employment Screening	0	0	400	(400)	0%
5105753 · Solicitor Screening	0	185	200	(15)	93%
5105760 · Bank Service Charge	0	83	100	(17)	83%

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	July 2018	'Oct - July 2018	Budget	Budget	
5105764 · Filing Fees		261	731	500	231 146%
5105765 · Miscellaneous		253	1,241	2,767	(1,526) 45%
<b>Total 5105700 · Other Expenses</b>		<b>1,202</b>	<b>14,289</b>	<b>23,733</b>	<b>(9,444) 60%</b>
5106400 · Minor Capital Outlay					
5106440 · Machinery & Equipment	0	0	313	(313)	0%
5106465 · Furniture	0	1,687	1,687	(0)	100%
<b>Total 5106400 · Minor Capital Outlay</b>		<b>0</b>	<b>1,687</b>	<b>2,000</b>	<b>(313) 84%</b>
5107400 - Capitalized Assets					
5107420 - Buildings	283	5,792	31,640	(25,848)	18%
<b>Total 5107400 - Capitalized Assets</b>		<b>283</b>	<b>5,792</b>	<b>31,640</b>	<b>(25,848) 18%</b>
5109000 · Reserves					
5109015 - Reserve for FD & PD Radios	0	0	93,770	(93,770)	0%
<b>Total 5109000 - Reserves</b>		<b>0</b>	<b>0</b>	<b>93,770</b>	<b>(93,770) 0%</b>
<b>Total 10 · Administration</b>	<b>41,948</b>	<b>405,252</b>	<b>677,035</b>	<b>(271,783)</b>	<b>60%</b>
20 · Police					
5201100 · Salaries & Wages					
5201120 · Police Chief	5,882	64,705	74,243	(9,538)	87%
5201143 · Command Staff	4,541	49,947	57,309	(7,362)	87%
5201150 · Certification Pay	185	2,031	2,400	(369)	85%
5201180 · Merit Raises - Staff	0	0	3,947	(3,947)	0%
<b>Total 5201100 · Salaries &amp; Wages</b>	<b>10,608</b>	<b>116,683</b>	<b>137,899</b>	<b>(21,216)</b>	<b>85%</b>
5201400 · Support Salaries					
5201405 · Support Staff	2,442	26,858	30,826	(3,968)	87%
5201408 · Sergeant	3,921	48,414	88,047	(39,633)	55%
5201410 · Patrol	27,030	236,734	248,352	(11,618)	95%

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	'Oct - July 2018	Budget	Thru July
			Budget	83%
5201412 - Patrol Part Time	800	18,475	20,500	(2,025) 90%
5201415 - Certification Pay	69	946	2,701	(1,755) 35%
5201470 - Salary Increase	0	0	6,220	(6,220) 0%
5201480 - Merit Raises	0	0	10,012	(10,012) 0%
5201490 - Overtime	1,100	9,353	16,000	(6,647) 58%
<b>Total 5201400 - Support Salaries</b>	<b>35,363</b>	<b>340,779</b>	<b>422,658</b>	<b>(81,879) 81%</b>
 5202100 - Employee Benefits				
5202110 - Group Insurance	5,623	65,008	84,581	(19,573) 77%
5202135 - TMRS	4,490	43,026	53,161	(10,135) 81%
5202160 - Worker's Compensation	3,118	13,415	12,471	944 108%
5202170 - Payroll Taxes	694	7,502	8,789	(1,287) 85%
5202196 - Membership Dues	0	403	403	0 100%
<b>Total 5202100 - Employee Benefits</b>	<b>13,925</b>	<b>129,354</b>	<b>159,405</b>	<b>(30,051) 81%</b>
 5202300 - Contractual Services				
5202355 - Contract Labor - Individual	0	0	500	(500) 0%
5202356 - Gingerbread House	0	1,000	1,000	0 100%
5202380 - Dispatch	0	7,962	15,925	(7,963) 50%
5202385 - Jail Expense	0	0	1,000	(1,000) 0%
5202390 - Special Response Team	0	7,500	8,500	(1,000) 88%
5202395 - Contractual Services Other	0	0	1,000	(1,000) 0%
<b>Total 5202300 - Contractual Services</b>	<b>0</b>	<b>16,462</b>	<b>27,925</b>	<b>(11,463) 59%</b>
 5202500 - Operating Services				
5202530 - Custodial Service Contract	235	2,321	2,820	(499) 82%
5202540 - Computer Maintenance	463	463	700	(237) 66%
5202560 - Internet Subscriptions	0	330	1,350	(1,020) 24%
<b>Total 5202500 - Operating Services</b>	<b>698</b>	<b>3,114</b>	<b>4,870</b>	<b>(1,756) 64%</b>

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	'Oct - July 2018	Budget	Thru July
			Budget	83%
5202600 · Special Expenses				
5202675 · National Night Out	0	135	500	(365) 27%
Total 5202600 · Special Expenses	0	135	500	(365) 27%
5203100 · General Supplies				
5203110 · Office Supplies	30	1,132	1,102	30 103%
5203140 · Uniforms	698	3,910	8,500	(4,590) 46%
5203170 · Evidence Gathering	55	589	700	(111) 84%
Total 5203100 · General Supplies	784	5,631	10,302	(4,671) 55%
5203400 · Maintenance Supplies & Parts				
5203410 · Supplies - Custodial	104	725	800	(75) 91%
Total 5203400 · Maintenance Supplies & Parts	104	725	800	(75) 91%
5204200 · Travel Expenses				
5204210 · Travel - Local	0	578	1,000	(422) 58%
5204220 · Professional Development	270	4,240	7,827	(3,587) 54%
5204225 · Professional Dev - LEOSE	0	0	0	0 0%
5204235 · Ammo	64	64	1,000	(936) 6%
5204270 · Vehicle Expenses	2,348	17,557	24,000	(6,443) 73%
Total 5204200 · Travel Expenses	2,682	22,439	33,827	(11,388) 66%
5205200 · Data Processing Expenses				
5205220 · Data Proc - Equipment	0	439	5,000	(4,561) 9%
5205240 · Data Processing - Software	0	17,851	18,000	(149) 99%
Total 5205200 · Data Processing Expenses	0	18,290	23,000	(4,710) 80%
5205300 · Printing Expenses				
5205310 · Copier Expense	101	906	1,210	(304) 75%

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date		\$ Over (Under)	% of Budget		
		July 2018	'Oct - July 2018				
5205330 · Printing - Forms	0	300	300	0	100%		
5205350 · Printing - Other	0	160	448	(288)	36%		
<b>Total 5205300 · Printing Expenses</b>	<b>101</b>	<b>1,366</b>	<b>1,958</b>	<b>(592)</b>	<b>70%</b>		
5205400 · Utilities							
5205410 · Telephone	125	1,246	1,500	(254)	83%		
5205415 · Cellular Phone	99	988	1,188	(200)	83%		
5205417 · Internet - PD	160	1,600	1,920	(320)	83%		
5205420 · Wireless Cards	190	1,900	3,192	(1,293)	60%		
5205450 · Electricity	259	2,834	4,500	(1,666)	63%		
<b>Total 5205400 · Utilities</b>	<b>832</b>	<b>8,567</b>	<b>12,300</b>	<b>(3,733)</b>	<b>70%</b>		
5205500 · Repairs & Building Improvements							
5205520 · Repairs - Building	0	364	5,000	(4,636)	7%		
5205540 · Repairs- Machinery & Equipment	0	96	1,000	(904)	10%		
5205550 · Repairs - Vehicles	182	5,826	10,000	(4,174)	58%		
<b>Total 5205500 · Repairs &amp; Building Improvements</b>	<b>182</b>	<b>6,286</b>	<b>16,000</b>	<b>(9,714)</b>	<b>39%</b>		
5205600 · Insurance							
5205610 · Insurance - Property	488	1,950	1,950	0	100%		
5205620 · Insurance - Liability	1,337	5,348	5,348	0	100%		
5205640 · Insurance - Vehicle	1,227	4,908	4,908	0	100%		
<b>Total 5205600 · Insurance</b>	<b>3,052</b>	<b>12,206</b>	<b>12,206</b>	<b>0</b>	<b>100%</b>		
5205700 · Other Expenses							
5205742 · Public Relations	0	0	550	(550)	0%		
5205745 · Weapons Purchase Plan	0	0	11,730	(11,730)	0%		
5205752 · Employment Screening	0	618	1,550	(932)	40%		
5205765 · Miscellaneous	135	1,255	1,500	(245)	84%		
<b>Total 5205700 · Other Expenses</b>	<b>135</b>	<b>1,873</b>	<b>15,330</b>	<b>(13,457)</b>	<b>12%</b>		

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	'Oct - July 2018	Budget	Thru July
			Budget	83%
5206400 · Minor Capital Outlay				
5206440 · Machinery & Equipment	189	3,206	9,734	(6,528) 33%
5206445 · Personal Protective Equipment	0	2,121	2,600	(479) 82%
5206450 · Vehicles	0	52,198	57,350	(5,152) 91%
Total 5206400 · Minor Capital Outlay	189	57,525	69,684	(12,159) 83%
Total 20 · Police	68,654	741,434	948,664	(207,230) 78%
25 · Municipal Court				
5251100 · Salaries & Wages				
5251140 · Municipal Judge	634	7,602	11,110	(3,508) 68%
Total 5251100 · Salaries & Wages	634	7,602	11,110	(3,508) 68%
5251400 · Support Staff				
5251405 · Support Staff	2,829	31,117	34,695	(3,578) 90%
5251470 · Salary Increase	0	0	1,041	(1,041)
5251480 · Merit Raises	0	0	1,041	(1,041) 0%
5251490 · Overtime	189	985	1,400	(415) 70%
Total 5251400 · Support Staff	3,018	32,102	38,177	(6,075) 84%
5252100 · Employee Benefits				
5252110 · Group Insurance	644	6,954	7,612	(658) 91%
5252135 · TMRS	290	3,160	3,637	(477) 87%
5252160 · Worker's Compensation	39	156	156	0 100%
5252170 · Payroll Taxes	91	1,046	1,384	(338) 76%
5252196 · Membership Dues	75	75	75	0 100%
Total 5252100 · Employee Benefits	1,140	11,391	12,864	(1,473) 89%
5252300 · Contractual Services				

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**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)		% of Budget
	July 2018	'Oct - July 2018	Budget	Budget	Thru July
5251420 · Jury Fees	0	0	185	(185)	0%
5251425 · City Prosecutor	450	7,862	11,970	(4,108)	66%
5251450 · Contract Labor - Company	0	600	600	0	100%
5252375 · Comptroller - Warrant Fees	0	41,782	96,000	(54,218)	44%
<b>Total 5252300 · Contractual Services</b>	<b>450</b>	<b>50,244</b>	<b>108,755</b>	<b>(58,511)</b>	<b>46%</b>
5253100 · General Supplies					
5253110 · Office Supplies	0	65	133	(68)	49%
5253140 · Uniforms	0	10	50	(40)	20%
<b>Total 5253100 · General Supplies</b>	<b>0</b>	<b>75</b>	<b>183</b>	<b>(108)</b>	<b>41%</b>
5254200 · Travel Expenses					
5254210 - Travel - Local	0	0	25	(25)	0%
5254220 · Professional Development	0	0	50	(50)	0%
<b>Total 5254200 · Travel Expenses</b>	<b>0</b>	<b>0</b>	<b>75</b>	<b>(75)</b>	<b>0%</b>
5255200 · Data Processing Expenses					
5255240 · Data Processing - SW Maint.	0	2,153	2,351	(198)	92%
<b>Total 5255200 · Data Processing Expenses</b>	<b>0</b>	<b>2,153</b>	<b>2,351</b>	<b>(198)</b>	<b>92%</b>
5255300 · Printing Expense					
5255350 · Printing - Other	0	842	842	(0)	100%
<b>Total 5255300 · Printing Expense</b>	<b>0</b>	<b>842</b>	<b>842</b>	<b>(0)</b>	<b>100%</b>
5255600 · Insurance					
5255620 · Insurance - Liability	53	210	210	0	100%
<b>Total 5255600 · Insurance</b>	<b>53</b>	<b>210</b>	<b>210</b>	<b>0</b>	<b>100%</b>
5255700 · Other Expenses					
5255765 · Miscellaneous	0	0	50	(50)	0%

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**Actual vs Budget Review**  
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	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	'Oct - July 2018	Budget	Thru July
			Budget	83%
5255768 · Collection Agency Fees	548	7,440	8,868	(1,428) 84%
5255772 · Warrant Fee - Omni	0	5,148	8,264	(3,116) 62%
<b>Total 5255700 · Other Expenses</b>	<b>548</b>	<b>12,588</b>	<b>17,182</b>	<b>(4,594) 73%</b>
 Total 25 · Municipal Court	 5,842	 117,205	 191,749	 (74,544) 61%
 30 · Fire				
5301100 · Salaries & Wages				
5301125 · Fire Chief	3,192	34,329	39,156	(4,827) 88%
5301135 · Deputy Chief/Fire January shall	0	18,912	22,069	(3,157) 86%
5301140 · Fire Captains	5,284	59,747	70,760	(11,013) 84%
5301150 · Officer in Charge & Holiday	984	11,312	12,648	(1,336) 89%
5301170 · Salary Increase	0	0	2,933	(2,933) 0%
5301180 · Merit Raises - Staff	0	0	4,048	(4,048) 0%
<b>Total 5301100 · Salaries &amp; Wages</b>	<b>9,460</b>	<b>124,299</b>	<b>151,614</b>	<b>(27,315) 82%</b>
 5301400 · Support Salaries				
5301440 · Firefighters	25,086	273,538	326,555	(53,017) 84%
5301442 · Salary Increase	0	0	867	(867) 0%
5301470 · Salary Increase	0	0	4,876	(4,876) 0%
5301480 · Merit Raises	0	0	9,943	(9,943) 0%
5301485 · Volunteer Incentive Program	1,820	16,337	16,850	(513) 97%
<b>Total 5301400 · Support Salaries</b>	<b>26,906</b>	<b>289,875</b>	<b>359,091</b>	<b>(69,216) 81%</b>
 5302100 · Employee Benefits				
5302135 · TMRS	317	5,313	6,534	(1,221) 81%
5302137 · Volunteer Retirement	0	1,125	5,200	(4,075) 22%
5302160 · Worker's Compensation	3,183	14,886	12,731	2,155 117%
5302170 · Payroll Taxes	2,445	27,085	33,617	(6,532) 81%
5302196 · Membership Dues	0	2,130	2,310	(180) 92%

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	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	'Oct - July 2018	Budget	Thru July
			Budget	83%
<b>Total 5302100 · Employee Benefits</b>	5,945	50,538	60,392	(9,854) 84%
<b>5302300 · Contractual Services</b>				
5302310 · Consultant Fees	0	1,500	1,500	0 100%
5302380 · Dispatch	0	8,447	15,925	(7,478) 53%
5302385 · Emergency Transport Service	0	47,669	63,559	(15,890) 75%
<b>Total 5302300 · Contractual Services</b>	0	57,616	80,984	(23,368) 71%
<b>5302500 · Operating Services</b>				
5302510 · Maintenance Agreements	0	6,756	9,500	(2,744) 71%
5302570 · Warning System Maintenance	0	2,500	2,500	0 100%
5302580 · Generator Maintenance	0	1,379	2,120	(741) 65%
<b>Total 5302500 · Operating Services</b>	0	10,635	14,120	(3,485) 75%
<b>5302600 · Special Expenses</b>				
5302675 · National Night Out	0	236	350	(114) 67%
<b>Total 5302600 · Special Expenses</b>	0	236	350	(114) 67%
<b>5303100 · General Supplies</b>				
5303110 · Office Supplies	0	322	1,000	(678) 32%
5303140 · Uniforms	46	2,937	5,000	(2,063) 59%
5303160 · Medical Supplies	355	4,777	8,000	(3,223) 60%
5303165 · Medical Support	0	848	890	(42) 95%
5303170 · Evidence Gathering	0	133	800	(667) 17%
5303175 · Education Aids	0	0	1,000	(1,000) 0%
<b>Total 5303100 · General Supplies</b>	401	9,017	16,690	(7,673) 54%
<b>5303400 · Maintenance Supplies &amp; Parts</b>				
5303410 · Supplies - Custodial	418	2,344	2,500	(156) 94%
5303420 · Building Alarm Maintenance	300	2,250	2,300	(50) 98%

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	'Oct - July 2018	Budget	Thru July
			Budget	83%
Total 5303400 · Maintenance Supplies & Parts	718	4,594	4,800	(206) 96%
5304200 · Travel Expenses				
5304220 · Professional Development	49	1,856	3,600	(1,744) 52%
5304270 · Vehicle Expenses	1,011	8,206	9,000	(794) 91%
Total 5304200 · Travel Expenses	1,060	10,062	12,600	(2,538) 80%
5305200 · Data Processing Expenses				
5305230 · Data Proc-Maintenance & Repair	0	563	5,000	(4,437) 11%
5305240 · Data Processing - Software	0	6,780	10,000	(3,220) 68%
Total 5305200 · Data Processing Expenses	0	7,343	15,000	(7,657) 49%
5305300 · Printing Expense				
5305310 · Copier Expense	255	2,989	3,200	(211) 93%
5305330 · Printing - Forms	0	0	100	(100) 0%
Total 5305300 · Printing Expense	255	2,989	3,300	(311) 91%
5305400 · Utilities				
5305410 · Telephone	285	2,347	2,168	179 108%
5305415 · Cellular Phone	124	1,492	1,490	2 100%
5305417 · Internet - Fire Dept.	464	4,641	4,660	(19) 100%
5305430 · Natural Gas	56	2,218	3,000	(782) 74%
5305450 · Electricity	493	4,106	5,650	(1,544) 73%
Total 5305400 · Utilities	1,422	14,804	16,968	(2,164) 87%
5305500 · Repairs & Bldg Improvements				
5305520 · Repairs - Building	29	11,365	31,325	(19,960) 36%
5305540 · Repairs - Machinery & Equipment	341	7,486	7,721	(235) 97%
5305545 · Repairs - Apparatus	888	26,404	26,405	(1) 100%
5305550 · Repairs - Vehicles	276	468	1,000	(532) 47%
Total 5305500 · Repairs & Bldg Improvements	1,533	45,723	66,451	(20,728) 69%

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	'Oct - July 2018	Budget	Thru July
			Budget	83%
<b>5305600 · Insurance</b>				
5305610 · Insurance - Property	446	1,783	1,783	0 100%
5305620 · Insurance - Liability	357	1,428	1,428	0 100%
5305640 · Insurance - Vehicle	3,211	12,845	12,845	0 100%
<b>Total 5305600 · Insurance</b>	<b>4,014</b>	<b>16,056</b>	<b>16,056</b>	<b>0 100%</b>
<b>5305700 · Other Expenses</b>				
5305705 · Postage	0	0	50	(50) 0%
5305752 · Employment Screening	0	122	500	(378) 24%
5305765 · Flags & Miscellaneous	0	0	100	(100) 0%
<b>Total 5305700 · Other Expenses</b>	<b>0</b>	<b>122</b>	<b>650</b>	<b>(528) 19%</b>
<b>5306400 · Minor Capital Outlay</b>				
5306440 · Machinery & Equipment	0	490	2,349	(1,859) 21%
5306445 · Personal Protective Equipment	0	7,343	20,247	(12,905) 36%
<b>Total 5306400 · Minor Capital Outlay</b>	<b>0</b>	<b>7,833</b>	<b>22,596</b>	<b>(14,764) 35%</b>
<b>Total 30 · Fire</b>	<b>51,716</b>	<b>651,740</b>	<b>841,662</b>	<b>(189,922) 77%</b>
<b>40 · Community Services</b>				
<b>  5401100 · Salaries &amp; Wages</b>				
5401135 · ACO/Code Enforcement Officer	3,784	41,624	47,757	(6,133) 87%
5401140 · Permit Clerk - Code	3,429	18,240	21,643	(3,403) 84%
5401180 · Merit Raises - Staff	0	0	2,083	(2,083) 0%
5401190 · Overtime	816	8,358	7,500	858 111%
<b>Total 5401100 · Salaries &amp; Wages</b>	<b>8,029</b>	<b>68,222</b>	<b>78,983</b>	<b>(10,761) 86%</b>
<b>  5402100 · Employee Benefits</b>				
5402110 · Group Insurance	1,049	9,807	15,399	(5,592) 64%
5402135 · TMRS	812	8,722	10,014	(1,292) 87%

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	July 2018	'Oct - July 2018	Budget	Budget	Thru July
5402160 · Worker's Compensation	98	456	392	64	116%
5402170 · Payroll Taxes	113	1,250	1,469	(219)	85%
5402190 · License	0	0	625	(625)	0%
<b>Total 5402100 · Employee Benefits</b>	<b>2,072</b>	<b>20,235</b>	<b>27,899</b>	<b>(7,664)</b>	<b>73%</b>
5402300 · Contractual Services					
5402315 · Contract Building Inspections	4,129	32,758	43,800	(11,042)	75%
5402370 · Impound Fees	0	1,341	2,300	(959)	58%
<b>Total 5402300 · Contractual Services</b>	<b>4,129</b>	<b>34,099</b>	<b>46,100</b>	<b>(12,001)</b>	<b>74%</b>
5402600 · Special Expenses					
5402680 · Environmental Testing	0	61	1,820	(1,759)	3%
5402683 - Septic Tank Fee to State	0	30	100	(70)	30%
5402685 · Clean up Day	0	0	100	(100)	0%
5402687 - Abatement Nuisance	0	1,680	1,680	0	100%
<b>Total 5402600 · Special Expenses</b>	<b>0</b>	<b>1,771</b>	<b>3,700</b>	<b>(1,929)</b>	<b>48%</b>
5403100 · General Supplies					
5403110 · Office Supplies	0	34	50	(16)	68%
5403120 · Animal Care	20	78	150	(72)	52%
5403122 · Pet Supplies	0	460	600	(140)	77%
5403140 · Uniforms	0	205	600	(395)	34%
<b>Total 5403100 · General Supplies</b>	<b>20</b>	<b>777</b>	<b>1,400</b>	<b>(623)</b>	<b>56%</b>
5403400 · Maintenance Supplies & Parts					
5403460 · Miscellaneous	0	0	200	(200)	0%
<b>Total 5403400 · Maintenance Supplies &amp; Parts</b>	<b>0</b>	<b>0</b>	<b>200</b>	<b>(200)</b>	<b>0%</b>
5404200 · Travel Expenses					
5404210 · Travel - Local	0	0	25	(25)	0%

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget	
	July 2018	'Oct - July 2018	Budget	Budget	Thru July
5404220 · Professional Development	0	425	425	(0)	100%
5404270 · Vehicle Expenses	183	2,327	2,975	(648)	78%
<b>Total 5404200 · Travel Expenses</b>	<b>183</b>	<b>2,752</b>	<b>3,425</b>	<b>(673)</b>	<b>80%</b>
5405200 · Data Processing Expenses					
5405240 · Data Processing - Software	0	2,500	2,500	0	100%
<b>Total 5405200 · Data Processing Expenses</b>	<b>0</b>	<b>2,500</b>	<b>2,500</b>	<b>0</b>	<b>100%</b>
5405300 · Printing Expense					
5405330 · Printing - Forms	0	0	400	(400)	0%
<b>Total 5405300 · Printing Expense</b>	<b>0</b>	<b>0</b>	<b>400</b>	<b>(400)</b>	<b>0%</b>
5405400 · Utilities					
5405415 · Cellular Phone	97	862	1,074	(212)	80%
<b>Total 5405400 · Utilities</b>	<b>97</b>	<b>862</b>	<b>1,074</b>	<b>(212)</b>	<b>80%</b>
5405600 · Insurance					
5405610 · Insurance - Property	3	10	10	0	100%
5405620 · Insurance - Liability	46	183	183	0	100%
5405640 · Insurance - Vehicle	16	63	63	0	100%
<b>Total 5405600 · Insurance</b>	<b>64</b>	<b>256</b>	<b>256</b>	<b>0</b>	<b>100%</b>
5405700 · Other Expenses					
5405765 · Miscellaneous	0	25	300	(275)	8%
<b>Total 5405700 · Other Expenses</b>	<b>0</b>	<b>25</b>	<b>300</b>	<b>(275)</b>	<b>8%</b>
5406400 · Minor Capital Outlay					
5406440 · Machinery & Equipment	0	1,069	1,100	(31)	97%
<b>Total 5406400 · Minor Capital Outlay</b>	<b>0</b>	<b>1,069</b>	<b>1,100</b>	<b>(31)</b>	<b>97%</b>

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	'Oct - July 2018	Budget	Budget
				Thru July 83%
<b>5407400 · Capitalized Assets</b>				
<b>5407450 · Vehicles</b>	0	0	37,833	(37,833) 0%
<b>Total 5406400 · Minor Capital Outlay</b>	0	0	37,833	(37,833) 0%
 Total 40 · Community Services	14,594	132,568	205,170	(72,602) 65%
 <b>45 · Solid Waste</b>				
<b>5455400 · Utilities</b>				
<b>5455465 · Solid waste Pickup (Garbage)</b>	23,737	202,244	235,734	(33,490) 86%
<b>Total 5455400 · Utilities</b>	23,737	202,244	235,734	(33,490) 86%
 Total 45 · Solid Waste	23,737	202,244	235,734	(33,490) 86%
 <b>50 · Streets</b>				
<b>5501400 · Support Staff</b>				
<b>5501415 · Maintenance Crew</b>	2,088	2,088	27,144	(25,056) 8%
<b>5501480 - Merit Raises</b>	0	0	815	(815) 0%
<b>5501490 · Overtime</b>	69	69	1,500	(1,431) 5%
<b>5501500 · Streets - On Call</b>	50	50	600	(550) 8%
<b>Total 5501400 · Support Staff</b>	2,207	2,207	30,059	(27,852) 7%
 <b>5502100 · Employee Benefits</b>				
<b>5502110 · Group Insurance</b>	10	10	7,553	(7,543) 0%
<b>5502135 · TMRS</b>	219	219	2,913	(2,694) 8%
<b>5502160 · Worker's Compensation</b>	470	1,611	1,882	(271) 86%
<b>5502170 · Payroll Taxes</b>	37	37	428	(391) 9%
<b>5502190 · License</b>	0	25	122	(97) 20%
<b>Total 5502100 · Employee Benefits</b>	736	1,902	12,898	(10,996) 15%

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	'Oct - July 2018	Budget	Thru July
			Budget	83%
5502200 · Special Services				
5502280 · NCTCOG- SWMP Fees	0	100	3,360	(3,260) 3%
Total 5502200 · Special Services	0	100	3,360	(3,260) 3%
5502600 · Special Expenses				
5502620 · Emergency Clean Up	0	2,295	2,300	(5) 100%
Total 5502600 · Special Expenses	0	2,295	2,300	(5) 100%
5503100 · General Supplies				
5503110 · Office Supplies	0	0	100	(100) 0%
5503140 · Uniforms	0	463	600	(137) 77%
Total 5503100 · General Supplies	0	463	700	(237) 66%
5503400 · Maintenance Supplies & Parts				
5503405 · Drainage Maintenance	0	0	500	(500) 0%
5503420 · Supplies - Street Signs	0	1,960	2,000	(40) 98%
5503460 · Miscellaneous	70	320	350	(30) 91%
Total 5503400 · Maintenance Supplies & Parts	70	2,280	2,850	(570) 80%
5504200 · Travel Expenses				
5504220 · Professional Development	0	90	500	(410) 18%
5504270 · Vehicle Expenses	423	2,868	5,650	(2,782) 51%
Total 5504200 · Travel Expenses	423	2,958	6,150	(3,192) 48%
5505300 · Printing Expense				
5505350 · Printing - Other	0	0	350	(350) 0%
Total 5505300 · Printing Expense	0	0	350	(350) 0%

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	'Oct - July 2018	Budget	Thru July
			Budget	83%
<b>5505400 · Utilities</b>				
5505450 · Electricity	3,729	37,762	47,000	(9,238) 80%
<b>Total 5505400 · Utilities</b>	<b>3,729</b>	<b>37,762</b>	<b>47,000</b>	<b>(9,238) 80%</b>
<b>5505500 · Repairs &amp; Bldg Improvements</b>				
5405520 · Repairs - Building	0	0	500	(500) 0%
5505540 · Repairs - Machinery & Equipment	70	2,206	2,500	(294) 88%
5505550 · Repairs - Vehicles	42	2,180	2,500	(320) 87%
5505560 · Repairs -Street Maint.& Repairs	2,000	13,866	50,000	(36,134) 28%
5505565 · Repairs - Infrastructure Drainage	0	1,652	3,000	(1,348) 55%
5505575 · Repairs - 50/50 Sidewalk Program	0	0	2,500	(2,500) 0%
5505590 · Repairs - Other	325	386	1,500	(1,114) 26%
<b>Total 5505500 · Repairs &amp; Bldg Improvements</b>	<b>2,438</b>	<b>20,291</b>	<b>62,500</b>	<b>(42,209) 32%</b>
<b>5505600 · Insurance</b>				
5505620 · Insurance - Liability	447	1,787	1,787	0 100%
5505640 · Insurance - Vehicle	792	3,168	3,168	0 100%
<b>Total 5505600 · Insurance</b>	<b>1,239</b>	<b>4,955</b>	<b>4,955</b>	<b>0 100%</b>
<b>5505700 · Other Expenses</b>				
5505752 · Employment Screening	0	0	150	(150) 0%
<b>Total 5505700 · Other Expenses</b>	<b>0</b>	<b>0</b>	<b>150</b>	<b>(150) 0%</b>
<b>5506400 · Minor Capital Outlay</b>				
5506440 · Machinery & Equipment	0	326	2,500	(2,174) 13%
5506445 · Personal Protective Equipment	0	95	300	(205) 32%
5506490 · Other	0	790	850	(60) 93%
<b>Total 5506400 · Minor Capital Outlay</b>	<b>0</b>	<b>1,212</b>	<b>3,650</b>	<b>(2,438) 33%</b>
<b>5507400 · Capitalized Assets</b>				

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	'Oct - July 2018	Budget	Thru July
			Budget	83%
5507440 · Machinery & Equipment	0	0	10,000	(10,000) 0%
5507460 · Infrastructure	394,167	394,167	453,380	(59,213) 87%
<b>Total 5507400 · Capitalized Assets</b>	<b>394,167</b>	<b>394,167</b>	<b>463,380</b>	<b>(69,213) 85%</b>
 Total 50 · Streets	 405,009	 470,592	 640,302	 (169,710) 73%
 60 · Parks				
5602400 · Rentals				
5602490 · Rental - Other	222	2,318	3,000	(682) 77%
<b>Total 5602400 · Rentals</b>	<b>222</b>	<b>2,318</b>	<b>3,000</b>	<b>(682) 77%</b>
5602600 · Special Expenses				
5602680 · Heritage Day	6,163	6,266	15,248	(8,982) 41%
5602690 · Special Events	877	5,928	5,932	(4) 100%
<b>Total 5602600 · Special Expenses</b>	<b>7,040</b>	<b>12,194</b>	<b>21,180</b>	<b>(8,986) 58%</b>
5603400 · Maintenance Supplies & Parts				
5303410 · Supplies - Custodial	0	0	1,120	(1,120) 0%
5603460 · Miscellaneous	0	300	300	0 100%
<b>Total 5603400 · Maintenance Supplies &amp; Parts</b>	<b>0</b>	<b>300</b>	<b>1,420</b>	<b>(1,120) 21%</b>
5605400 · Utilities				
5605450 · Electricity	466	5,937	8,300	(2,363) 72%
<b>Total 5605400 · Utilities</b>	<b>466</b>	<b>5,937</b>	<b>8,300</b>	<b>(2,363) 72%</b>
5605500 · Repairs & Bldg Improvements				
5605520 · Repairs - Building	0	0	226	(226) 0%
5605530 · REPAIRS-IMP OTHER THAN BLDGS	468	1,524	1,524	(0) 100%

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	'Oct - July 2018	Budget	Thru July
			Budget	83%
<b>Total 5605500 · Repairs &amp; Bldg Improvements</b>	468	1,524	1,750	(226) 87%
<b>5605600 · Insurance</b>				
5605610 · Insurance - Property	66	265	265	0 100%
5605620 · Insurance - Liability	105	418	418	0 100%
<b>Total 5605600 · Insurance</b>	171	683	683	0 100%
<b>5605700 · Other Expenses</b>				
5605765 · Miscellaneous	0	213	300	(87) 71%
<b>Total 5605700 · Other Expenses</b>	0	213	300	(87) 71%
<b>5606400 · Minor Capital Outlay</b>				
5606410 · Land Improvements	0	3,049	6,800	(3,751) 45%
5606440 · Machinery & Equipment	0	202	2,000	(1,798) 10%
<b>Total 5606400 · Minor Capital Outlay</b>	0	3,251	8,800	(5,549) 37%
<b>5607400 · Capitalized Assets</b>				
5607425 - 4B EDC Master Park Plan	0	0	6,000	(6,000) 0%
5607415 - 4B EDC Monument Signs	0	0	30,000	(30,000) 0%
5607440 · Machinery & Equipment	0	0	6,000	(6,000) 0%
<b>Total 5607400 · Capitalized Assets</b>	0	0	42,000	(42,000) 0%
<b>Total 60 · Parks</b>	8,367	26,420	87,433	(61,013) 30%
<b>Total Expenditures</b>	619,866	2,747,456	3,827,749	(1,080,293) 72%
<b>Net Change in Fund Balance</b>	-516,604	172,345	0	172,345 100%

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	Oct - July 2018	Budget	Budget
				Thru July
<hr/>				
Resources				83%
4000400 · Charges for Services				
4000460 · Water Sales	111,144	660,539	920,296	(259,757) 72%
4000461 · Sewer Service	25,207	331,322	399,708	(68,386) 83%
4000465 · Water & Sewer Penalties	1,518	12,499	17,985	(5,486) 69%
4000471 · Reconnect Fees	278	3,850	5,400	(1,550) 71%
4000472 · Meters	62	3,012	3,700	(688) 81%
4000473 · Connect Fees	200	2,375	3,000	(625) 79%
4000478 · Infrastructure Improvement Fee	4,991	54,729	68,724	(13,995) 80%
4000480-Solid Waste Fees (Garbage)	0	0	0	0% 0%
Total 4000400 · Charges for Services	143,400	1,068,327	1,418,813	(350,486) 75%
4000800 · Other Revenue				
4000880 · Capital Rec Fee	1,250	23,750	37,500	(13,750) 63%
4000840 · Interest Earned	324	2,770	2,900	(130) 96%
4000890 · Misc Other Revenue	0	78,389	0	78,389 100%
4000911 · Decrease in Fund Balance	0	0	79,795	(79,795) 0%
Total 4000800 · Other Revenue	1,574	104,909	120,195	(15,286) 87%
Total Resources	144,974	1,173,236	1,539,008	(365,772) 76%
Expense				
70 · Administration				
5701100 · Salaries & Wages				
5701110 · City Administrator	0	21,750	26,250	(4,500) 83%
5701115 · City Secretary	0	13,125	14,750	(1,625) 89%
5701117 · Finance Accountant	0	10,917	13,113	(2,196) 83%
5701120 · Admin. Support	0	7,514	9,012	(1,498) 83%
5701130 · Public Works Director	4,573	50,306	57,722	(7,416) 87%
5701180 · Merit Raises, Staff	0	0	3,626	(3,626) 0%

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	Oct - July 2018	Budget	Budget
				Thru July
	July 2018	Oct - July 2018	Budget	83%
<b>Total 5701100 · Salaries &amp; Wages</b>	4,573	103,612	124,473	(20,861)
5702100 · Employee Benefits				83%
5702110 · Group Insurance	657	7,084	7,767	(683)
5702135 · TMRS	457	5,014	5,879	(865)
5702160 · Workers Compensation	212	896	849	47
5702170 · Payroll Taxes	66	724	863	(139)
<b>Total 5702100 · Employee Benefits</b>	1,392	13,717	15,358	(1,641)
5702200 · Special Services				89%
5702240 · Audit	0	7,637	7,650	(13)
5702250 · Accounting	0	900	900	0
<b>Total 5702200 · Special Services</b>	0	8,537	8,550	(13)
5702300 · Contractual Services /Personnel				100%
5702310 · Consultant Fees	0	220	3,500	(3,280)
<b>Total 5702300 · Contractual Services /Personnel</b>	0	220	3,500	(3,280)
5703100 · General Supplies				6%
5703110 · Office Supplies	176	394	800	(406)
<b>Total 5703100 · General Supplies</b>	176	394	800	(406)
5703400 · Maintenance Supplies / Parts				49%
5703410 · Supplies - Custodial	0	0	200	(200)
<b>Total 5703400 · Maintenance Supplies / Parts</b>	0	0	200	(200)
5704200 · Travel Expenses				0%
5704210 · Travel - Local	0	0	200	(200)
5704220 · Professional Development	0	0	750	(750)
<b>Total 5704200 · Travel Expenses</b>	0	0	950	(950)

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	Oct - July 2018	Budget	Thru July
			Budget	83%
<b>5705200 · Data Processing Expenses</b>				
5705230 · Data Processing - Maintenance & Repair	100	1,499	1,571	(72) 95%
5705240 · Data Processing - Software	0	2,871	28,188	(25,317) 10%
<b>Total 5705200 · Data Processing Expenses</b>	<b>100</b>	<b>4,370</b>	<b>29,759</b>	<b>(25,389) 15%</b>
<b>5705300 · Printing Expense</b>				
5705350 · Printing - Other	0	0	250	(250) 0%
<b>Total 5705300 · Printing Expense</b>	<b>0</b>	<b>0</b>	<b>250</b>	<b>(250) 0%</b>
<b>5705400 · Utilities</b>				
5705410 · Telephone	112	1,120	1,350	(230) 83%
5705415 · Cellular Phone	113	1,130	1,360	(230) 83%
5705417 · Internet	160	1,600	1,930	(330) 83%
<b>Total 5705400 · Utilities</b>	<b>385</b>	<b>3,850</b>	<b>4,640</b>	<b>(790) 83%</b>
<b>5705700 · Other Expenses</b>				
5705705 · Postage	500	5,068	6,225	(1,157) 81%
5705740 · Advertising	0	0	100	(100) 0%
5705760 · Bank Service Charge	2	167	250	(84) 67%
5705765 · Miscellaneous	0	86	100	(14) 86%
<b>Total 5705700 · Other Expenses</b>	<b>502</b>	<b>5,321</b>	<b>6,675</b>	<b>(1,354) 80%</b>
<b>5706400 · Minor Capital Outlay</b>				
5706440 · Machinery & Equipment	0	0	1,500	(1,500) 0%
<b>Total 5706400 · Minor Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>1,500</b>	<b>(1,500) 0%</b>
<b>5709000 · Reserve</b>				
5708215 · Admin. Exp. to General Fund	0	17,793	23,724	(5,931) 75%
5709002 · Capital Improv. Water/Sewer Reserve	0	0	58,700	(58,700) 0%

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	Oct - July 2018	Budget	Thru July
			Budget	83%
5709010 · Administrative Reserves	0	0	23,325	(23,325) 0%
Total 5709000 · Reserve	0	17,793	105,749	(87,956) 17%
 Total 70 · Administration	 7,128	 157,813	 302,404	 (144,591) 52%
 75 · Water				
5751100 · Salaries & Wages				
5751133 · Superintendent	3,616	39,776	45,636	(5,860) 87%
5751170 · Salary Increase	0	0	1,370	(1,370) 0%
5751190 · Overtime	68	1,068	2,000	(932) 53%
Total 5751100 · Salaries & Wages	3,684	40,844	49,006	(8,162) 83%
 5751400 · Support Salaries				
5751405 · Support Staff	2,061	26,486	30,322	(3,836) 87%
5751415 · Maintenance Crew	3,046	57,350	84,989	(27,639) 67%
5751430 · Seasonal Crew	0	0	3,000	(3,000) 0%
5751450 · Certification Pay	92	1,016	1,200	(184) 85%
5751480 · Merit Raises	0	0	4,840	(4,840) 0%
5751490 · Overtime	69	3,298	4,000	(702) 82%
5751500 · Water - On Call	50	1,500	1,550	(50) 97%
Total 5751400 · Support Salaries	5,318	89,650	129,901	(40,251) 69%
 5752100 · Employee Benefits				
5752110 · Group Insurance	1,137	24,968	38,057	(13,089) 66%
5752135 · TMRS	795	12,461	16,544	(4,083) 75%
5752160 · Worker's Compensation	1,060	4,287	4,240	47 101%
5752170 · Payroll Taxes	188	1,922	2,427	(505) 79%
5752190 · Licenses	200	400	722	(322) 55%
Total 5752100 · Employee Benefits	3,381	44,037	61,990	(17,953) 71%

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	Oct - July 2018	Budget	Thru July
			Budget	83%
5752300 · Contractual Services/Personnel				
5752350 · Contract Labor - Company	890	890	1,500	(610) 59%
5752380 · Dispatch	0	6,826	13,650	(6,824) 50%
Total 5752300 · Contractual Services/Personnel	890	7,716	15,150	(7,434) 51%
5752400 · Rentals				
5752420 · Rental - Machinery & Equipment	0	205	250	(45) 82%
Total 5752400 · Rentals	0	205	250	(45) 82%
5752500 · Operating Services				
5752580 · Water Testing	73	2,438	5,600	(3,162) 44%
5752590 · TCEQ Fees	0	2,977	3,500	(523) 85%
Total 5752500 · Operating Services	73	5,415	9,100	(3,685) 60%
5753100 · General Supplies				
5753140 · Uniforms	0	1,996	2,400	(404) 83%
Total 5753100 · General Supplies	0	1,996	2,400	(404) 83%
5753400 · Maintenance Supplies & Parts				
5753460 · Miscellaneous	118	235	300	(65) 78%
Total 5753400 · Maintenance Supplies & Parts	118	235	300	(65) 78%
5754200 · Travel Expenses				
5754220 · Professional Development	0	719	750	(31) 96%
5754270 · Vehicle Expenses	396	4,640	9,300	(4,661) 50%
Total 5754200 · Travel Expenses	396	5,358	10,050	(4,692) 53%
5755200 · Data Processing Expenses				
5755240 · Data Processing - Software	0	3,700	3,700	0 100%

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	Oct - July 2018	Budget	Budget
				Thru July
<b>Total 5755200 · Data Processing Expenses</b>	0	3,700	3,700	0 100%
<b>5755300 · Printing Expenses</b>				
5755310 · Copier Expense	0	2,102	3,000	(898) 70%
5755350 · Printing - Other	0	2,554	2,600	(46) 98%
<b>Total 5755300 · Printing Expenses</b>	0	4,656	5,600	(944) 83%
<b>5755400 · Utilities</b>				
5755415 · Cellular Phone	16	157	188	(31) 83%
5755450 · Electricity	1,770	17,469	27,000	(9,531) 65%
5755460 · Water, wholesale	63,642	336,497	441,905	(105,408) 76%
<b>Total 5755400 · Utilities</b>	65,428	354,123	469,093	(114,970) 75%
<b>5755500 · Repairs &amp; Building Improvements</b>				
5755540 · Repairs- Machinery & Equipment	14	2,404	3,000	(596) 80%
5755550 · Repairs - Vehicles	50	1,300	2,000	(700) 65%
5755570 · Inventory Expense	1,042	10,131	13,000	(2,869) 78%
5755580 · Water Chemical Expense	753	6,855	8,500	(1,645) 81%
5755590 · Repairs - Other	134	2,338	3,000	(662) 78%
<b>Total 5755500 · Repairs &amp; Building Improvements</b>	1,994	23,027	29,500	(6,473) 78%
<b>5755600 · Insurance</b>				
5755610 · Insurance - Property	778	3,112	3,112	0 100%
5755620 · Insurance - Liability	317	1,268	1,268	0 100%
5755640 · Insurance - Vehicle	496	1,985	1,985	0 100%
<b>Total 5755600 · Insurance</b>	1,591	6,365	6,365	0 100%
<b>5755700 · Other Expenses</b>				
5755752 · Employment Screening	0	181	250	(69) 72%
<b>Total 5755700 · Other Expenses</b>	0	181	250	(69) 72%

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	Oct - July 2018	Budget	Thru July
			Budget	83%
5756400 · Minor Capital Outlay				
5756440 · Machinery & Equipment	1,350	1,350	2,000	(650) 68%
5756490 · Other	0	319	500	(181) 64%
Total 5756400 · Minor Capital Outlay	1,350	1,669	2,500	(831) 67%
5757400 · Capitalized Assets				
5757440 · Machinery & Equipment	0	2,223	6,000	(3,777) 37%
5757470 · Infrastructure - Water	9,352	47,187	58,107	(10,920) 81%
Total 5757400 · Capitalized Assets	9,352	49,410	64,107	(14,697) 77%
5757900 · Long-Term Debt				
5758225 · Admin. Expense to Debt Fund	0	7,779	10,372	(2,593) 75%
Total 5757900 · Long-Term Debt	0	7,779	10,372	(2,593) 75%
Total 75 · Water	93,574	646,367	869,634	(223,267) 74%
80 · Sewer				
5801400 · Support Salaries				
5801405 · Support Staff	0	15,687	17,322	(1,635) 91%
5801415 · Maintenance Crew	2,877	32,573	37,482	(4,909) 87%
5801450 · Certification Pay	(113)	617	1,210	(593) 51%
5801480 · Merit Raises	0	0	2,025	(2,025) 0%
5801490 · Overtime	418	1,963	2,500	(537) 79%
5801500 · Sewer - On Call	100	600	600	0 100%
Total 5801400 · Support Salaries	3,282	51,440	61,139	(9,700) 84%
5802100 · Employee Benefits				
5802110 · Group Insurance	646	6,970	7,630	(660) 91%
5802135 · TMRS	342	3,520	4,114	(594) 86%

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over		% of Budget	
			(Under)			
	July 2018	Oct - July 2018	Budget	Budget	Thru July	
5802160 · Worker's Compensation-Sewer		212	896	849	47	105%
5802170 · Payroll Taxes		50	514	604	(90)	85%
5802190 · Licenses		0	483	650	(167)	74%
<b>Total 5802100 · Employee Benefits</b>		<b>1,250</b>	<b>12,383</b>	<b>13,847</b>	<b>(1,464)</b>	<b>89%</b>
5802300 · Contractual Services/Personnel						
5802350 · Contract Labor - Company		2,000	2,000	2,000	0	100%
<b>Total 5802300 · Contractual Services/Personnel</b>		<b>2,000</b>	<b>2,000</b>	<b>2,000</b>	<b>0</b>	<b>100%</b>
5802500 · Operating Services						
5802515 · Sardis Collection Expense		0	7,957	9,618	(1,661)	83%
<b>Total 5802500 · Operating Services</b>		<b>0</b>	<b>7,957</b>	<b>9,618</b>	<b>(1,661)</b>	<b>83%</b>
5803100 · General Supplies						
5803140 · Uniforms		0	599	600	(1)	100%
<b>Total 5803100 · General Supplies</b>		<b>0</b>	<b>599</b>	<b>600</b>	<b>(1)</b>	<b>100%</b>
5803400 · Maintenance Supplies & Parts						
5803460 · Miscellaneous		0	22	500	(478)	4%
<b>Total 5803400 · Maintenance Supplies &amp; Parts</b>		<b>0</b>	<b>22</b>	<b>500</b>	<b>(478)</b>	<b>4%</b>
5804200 · Travel Expenses						
5804220 · Professional Development		0	332	500	(168)	66%
5804270 · Vehicle Expense		0	1,157	1,200	(43)	96%
<b>Total 5804200 · Travel Expenses</b>		<b>0</b>	<b>1,489</b>	<b>1,700</b>	<b>(211)</b>	<b>88%</b>
5805400 · Utilities						
5805450 · Electricity		148	1,671	3,000	(1,329)	56%
5805463 · TRA Wastewater Treatment		0	176,030	253,800	(77,770)	69%
<b>Total 5805400 · Utilities</b>		<b>148</b>	<b>177,701</b>	<b>256,800</b>	<b>(79,099)</b>	<b>69%</b>

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	Oct - July 2018	Budget	Thru July
			Budget	83%
5805500 · Repairs & Bldg Improvements				
5805510 · Repairs - Land Improvements	0	0	1,000	(1,000) 0%
5805540 · Repairs - Machinery & Equipment	900	3,312	10,500	(7,188) 32%
5805570 · Inventory Expense	0	1,758	2,000	(242) 88%
5805590 · Repairs - Other	0	113	600	(487) 19%
<b>Total 5805500 · Repairs &amp; Bldg Improvements</b>	<b>900</b>	<b>5,183</b>	<b>14,100</b>	<b>(8,917) 37%</b>
5805600 · Insurance				
5805610 · Insurance - Property	16	65	65	0 100%
5805620 · Insurance - Liability	238	950	950	0 100%
5805640 · Insurance - Vehicle	138	551	551	0 100%
<b>Total 5805600 · Insurance</b>	<b>392</b>	<b>1,566</b>	<b>1,566</b>	<b>0 100%</b>
5805700 · Other Expenses				
5805752 · Employment Screening	0	100	100	0 100%
<b>Total 5805700 · Other Expenses</b>	<b>0</b>	<b>100</b>	<b>100</b>	<b>0 100%</b>
5807400 · Capitalized Assets				
5807440 · Machinery & Equipment	0	0	5,000	(5,000) 0%
<b>Total 5807400 · Capitalized Assets</b>	<b>0</b>	<b>0</b>	<b>5,000</b>	<b>(5,000) 0%</b>
<b>Total 80 · Sewer</b>	<b>7,971</b>	<b>260,439</b>	<b>366,970</b>	<b>(106,531) 71%</b>
<b>Total Expense</b>	<b>108,673</b>	<b>1,064,620</b>	<b>1,539,008</b>	<b>(474,388) 69%</b>
<b>Net Change in Fund Balance</b>	<b>36,301</b>	<b>108,616</b>	<b>0</b>	<b>108,616 100%</b>

**Ovilla Debt Service**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	Oct - July 2018	Budget	Thru July
			Budget	83%
<b>Revenues</b>				
4000100 · Taxes				
4000107 · Ad Valorem, Current I & S	1,792	551,701	548,275	3,426
4000106 - Ad Valorem, Current I&S New and Imp		-	17,453	(17,453)
4000111 · Ad Valorem, Delinquent I & S	53	10,347	-	10,347
4000114 · Interest/Penalties - I & S	161	4,321	-	4,321
<b>Total 4000100 · Taxes</b>	<b>2,006</b>	<b>566,369</b>	<b>565,728</b>	<b>641</b>
4000800 · Other Revenue				
4000840 · Interest Earned	137	1,379	550	829
4000930 · Admin.Rev.Rec.Fr Water & Sewer	-	7,779	10,372	(2,593)
<b>Total 4000800 · Other Revenue</b>	<b>137</b>	<b>9,158</b>	<b>10,922</b>	<b>(1,764)</b>
<b>Total Revenues</b>	<b>2,144</b>	<b>575,527</b>	<b>576,650</b>	<b>(1,123)</b>
<b>Expenditures</b>				
5157900 · Long-Term Debt				
5157930 · Paying Agent Fees	-	-	500	(500)
51579349 - 2011 Bond Issue Principle	390,000	390,000	390,000	0
5157940 · 2011 Bond Issue Interest	93,075	186,150	186,150	0
<b>Total 5157900 · Long-Term Debt</b>	<b>483,075</b>	<b>576,150</b>	<b>576,650</b>	<b>(500)</b>
<b>Total Expenditures</b>	<b>483,075</b>	<b>576,150</b>	<b>576,650</b>	<b>(500)</b>
<b>Net Change in Fund Balance</b>	<b>(480,931)</b>	<b>(623)</b>	<b>-</b>	<b>(623)</b>
				100%

**City of Ovilla Capital Projects Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over	% of Budget
	Oct -July 2018		(Under)	Thru July
	July 2018	Budget	Budget	83%
<b>Revenues</b>				
4000800 · Other Revenue				
4000840 - Texpool	1	4	4	(0)
4000845 · Interest Earned - Texstar	2	17	10	7
4000850 · Interest Earned - Prosperity	61	455	467	(12)
4000990 - Reduction In Fund Balance	0	0	0	0
<b>Total 4000800 · Other Revenue</b>	<b>63</b>	<b>476</b>	<b>481</b>	<b>(5)</b>
<b>Total Revenues</b>	<b>63</b>	<b>476</b>	<b>481</b>	<b>(5)</b>
<b>Expense</b>				
5879000 · Reserves				
5879010 · Admin Reserves	0	0	481	(481)
<b>Total 5879000 · Reserves</b>	<b>0</b>	<b>0</b>	<b>481</b>	<b>(481)</b>
<b>Total Expense</b>	<b>0</b>	<b>0</b>	<b>481</b>	<b>(481)</b>
<b>Change in Net Position</b>	<b>63</b>	<b>476</b>	<b>0</b>	<b>476</b>
				<b>100%</b>

**Ovilla Park Impact Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	July 2018	'Oct -July 2018	Budget	Budget	
<b>Revenues</b>					
4000400 · Charges for Services					
4000460 · Park Impact	335	7,373	8,613	(1,240)	86%
<b>Total 4000400 · Charges for Services</b>	<b>335</b>	<b>7,373</b>	<b>8,613</b>	<b>(1,240)</b>	<b>86%</b>
4000800 · Other Revenue					
4000840 · Interest Earned	34	234	180	54	130%
<b>Total 4000800 · Other Revenue</b>	<b>34</b>	<b>234</b>	<b>180</b>	<b>54</b>	<b>130%</b>
<b>Total Revenues</b>	<b>369</b>	<b>7,608</b>	<b>8,793</b>	<b>(1,185)</b>	<b>87%</b>
<b>Expenditures</b>					
5606400 · Minor Capital Outlay					
5606410 · Land Improvements	0	0	500	(500)	0%
<b>Total 5606400 · Minor Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>500</b>	<b>(500)</b>	<b>0%</b>
5607400 · Capitalized Assets					
5607440 · Capital Machinery & Equipment	0	1,017	1,675	(658)	61%
<b>Total 5607400 · Capitalized Assets</b>	<b>0</b>	<b>1,017</b>	<b>1,675</b>	<b>(658)</b>	<b>61%</b>
5609000 · Reserves					
5609035 · Park Impact Reserves	0	0	6,618	(6,618)	0%
<b>Total 5609000 · Reserves</b>	<b>0</b>	<b>0</b>	<b>6,618</b>	<b>(6,618)</b>	<b>0%</b>
<b>Total Expenditures</b>	<b>0</b>	<b>1,017</b>	<b>8,793</b>	<b>(7,776)</b>	<b>12%</b>
<b>Net Change in Fund Balance</b>	<b>369</b>	<b>6,590</b>	<b>0</b>	<b>6,590</b>	<b>100%</b>

**Ovilla W&S Impact Fee Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	'Oct -July 2018	Budget	Thru July
			Budget	83%
<b>Revenues</b>				
4000400 · Charges for Services				
4000476 - Water Impact Fee	2,190	24,563	2,107	22,456
4000477 - Sewer Impact Fee	0	21,902	54,756	(32,854)
Total 4000400 · Charges for Services	2,190	46,465	56,863	(10,398)
4000800 · Other Revenue				
4000840 · Interest Earned	5	330	205	125
Total 4000800 · Other Revenue	5	330	205	125
<b>Total Revenues</b>	<b>2,196</b>	<b>46,795</b>	<b>57,068</b>	<b>(10,273)</b>
<b>Expense</b>				
5857400 - Capitalized Assets				
5857470 - Water Lines	0	50,546	50,000	546
Total 5857400 - Capitalized Assets	0	50,546	50,000	546
5859000 · Reserves				
5859030 · Sewer Impact Fees Reserve	0	0	7,068	(7,068)
Total 5859000 · Reserves	0	0	7,068	(7,068)
<b>Total Expense</b>	<b>0</b>	<b>50,546</b>	<b>57,068</b>	<b>(6,523)</b>
<b>Change in Net Position</b>	<b>2,196</b>	<b>(3,751)</b>	<b>0</b>	<b>(3,751)</b>
				<b>100%</b>

**Ovilla 4B Economic Development Corporation**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	'Oct -July 2018	Budget	Thru July
			Budget	83%
<b>Revenues</b>				
4000100 · Taxes				
4000120 · Sales tax	10,229	91,918	100,800	(8,882) 91%
Total 4000100 · Taxes	10,229	91,918	100,800	(8,882) 91%
4000800 · Other Revenue				
4000840 · Interest Income	208	1,914	1,340	574 143%
4000990 - Reduction in Fund Balance	0	0	30,000	(30,000) 0%
Total 4000800 · Other Revenue	208	1,914	31,340	(29,426) 6%
Total Revenues	10,437	93,832	132,140	(38,308) 71%
<b>Expenditures</b>				
8102200 · Special Services				
8102230 · Legal Fees	0	0	500	(500) 0%
8102240 · Audit	0	1,600	1,600	0 100%
Total 8102200 · Special Services	0	1,600	2,100	(500) 76%
8102300 · Consultant Services				
8102310 · Consultant Fees	0	6,000	6,000	0 100%
Total 8102300 · Consultant Services	0	6,000	6,000	0 100%
8103100 · General Supplies				
8103110 · Office Supplies	0	0	100	(100) 0%
Total 8103100 · General Supplies	0	0	100	(100) 0%
8104200 · Travel Expense				
8104210 · Travel Expense	0	0	1,000	(1,000) 0%
8104220 · Professional Development	0	1,350	2,300	(950) 59%
Total 8104200 · Travel Expense	0	1,350	3,300	(1,950) 41%

**Ovilla 4B Economic Development Corporation**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	'Oct -July 2018	Budget	Thru July
			Budget	83%
8105300 - - Printing				
8105320 - Printing Expense	0	0	300	(300) 0%
Total 8105300 - - Printing	0	0	300	(300) 0%
8105600 - Insurance				
8105620 - Insurance - Liability	68	272	272	0 100%
Total 8105600 - Insurance	68	272	272	0 100%
8105700 - Other Expenses				
8105705 - Postage	0	0	100	(100) 0%
8105730 - Memberships	0	3,000	3,850	(850) 78%
8105740 - Advertising	0	4,203	4,800	(597) 88%
Total 8105700 - Other Expenses	0	7,203	8,750	(1,547) 82%
816400 - Minor Capital Outlay				
8107490 - Other	0	24,000	30,000	(6,000) 80%
Total 8106400 - Minor Capital Outlay	0	24,000	30,000	(6,000) 80%
8109000 - Reserves				
8109015 - Administrative Reserves	0	0	78,818	(78,818) 0%
8109215 - Admin. Expense to General Fund	0	1,875	2,500	(625) 75%
Total 8109000 - Reserves	0	1,875	81,318	(79,443) 2%
Total Expenditures	68	42,300	132,140	(89,840) 32%
Net Change in Fund Balance	10,369	51,532	0	51,532 100%

**Ovilla Municipal Development District**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)		% of Budget Thru July 83%
			Budget	Budget	
	July 2018	'Oct - July 2018			
<b>Revenues</b>					
4000100 · Taxes					
4000120 · Sales tax	5,489	45,753	50,500	(4,747)	91%
<b>Total 4000100 · Taxes</b>	<b>5,489</b>	<b>45,753</b>	<b>50,500</b>	<b>(4,747)</b>	<b>91%</b>
4000800 · Other Revenue					
4000840 · Interest Income	89	802	600	202	134%
<b>Total 4000800 · Other Revenue</b>	<b>89</b>	<b>802</b>	<b>600</b>	<b>202</b>	<b>134%</b>
<b>Total Revenues</b>	<b>5,578</b>	<b>46,555</b>	<b>51,100</b>	<b>(4,545)</b>	<b>91%</b>
<b>Expenditures</b>					
9102200 · Special Services					
9102240 · Audit	0	1,600	1,600	0	100%
<b>Total 9102200 · Special Services</b>	<b>0</b>	<b>1,600</b>	<b>1,600</b>	<b>0</b>	<b>100%</b>
9103100 · General Supplies					
9103110 · Office Supplies	0	0	100	(100)	0%
<b>Total 9103100 · General Supplies</b>	<b>0</b>	<b>0</b>	<b>100</b>	<b>(100)</b>	<b>0%</b>
9105600 · Insurance					
9105620 · Insurance - Liability	68	272	272	0	100%
<b>Total 9105600 · Insurance</b>	<b>68</b>	<b>272</b>	<b>272</b>	<b>0</b>	<b>100%</b>
9109000 · Reserves					
9109015 · Administrative Reserves	0	0	48,628	(48,628)	0%
9109215 · Admin. Expense to General Fund	0	375	500	(125)	75%
<b>Total 9109000 · Reserves</b>	<b>0</b>	<b>375</b>	<b>49,128</b>	<b>(48,753)</b>	<b>1%</b>
<b>Total Expenditures</b>	<b>68</b>	<b>2,247</b>	<b>51,100</b>	<b>(48,853)</b>	<b>4%</b>
<b>Net Change in Fund Balance</b>	<b>5,510</b>	<b>44,308</b>	<b>0</b>	<b>44,308</b>	<b>100%</b>

**Ovilla Employee Benefit Trust**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	'Oct - July 2018	Budget	Thru July Budget
<b>Revenues</b>				
4000991 · Insurance Contributions				
4000991 Insurance Contributions	15,801	181,836	0	181,836 100%
Total 4000991 · Insurance Contributions	15,801	181,836	0	181,836 100%
4000800 - Other Income				
4000840 - Interest Income	0	8	0	8 100%
Total Revenues	15,801	181,844	0	181,844 100%
<b>Expenditures</b>				
5902110 · Benefit Premiums				
5902110 · Benefit Premiums	15,801	181,743	0	181,743 100%
Total 5902110 · Insurance	15,801	181,743	0	181,743 100%
Total Expenditures	15,801	181,743	0	181,743 100%
Net Change in Fund Balance	0	102	0	102 100%

**Ovilla Fire Department Auxiliary**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	'Oct - July 2018	Budget	Thru July
			Budget	83%
<b>Revenues</b>				
4000800 · Other Revenue				
4000815 · Gifts	0	1,320	1,320	0 100%
4000880 · Reduction in Fund Balance	0	0	1,050	(1,050) 0%
<b>Total 4000800 · Other Revenue</b>	<b>0</b>	<b>1,320</b>	<b>2,370</b>	<b>(1,050) 56%</b>
<b>Total Revenues</b>	<b>0</b>	<b>1,320</b>	<b>2,370</b>	<b>(1,050) 56%</b>
<b>Expenditures</b>				
5333400 · Maintenance Supplies and Parts				
5333460 · Supplies - Miscellaneous	0	0	2,370	(2,370) 0%
<b>Total 5333400 · Maintenance Supplies and Parts</b>	<b>0</b>	<b>0</b>	<b>2,370</b>	<b>(2,370) 0%</b>
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>2,370</b>	<b>(2,370) 0%</b>
<b>Net Change in Fund Balance</b>	<b>0</b>	<b>1,320</b>	<b>0</b>	<b>1,320 100%</b>

**Ovilla Police Department Special Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	July 2018	'Oct-July 2018		
<b>Revenues</b>				
4000800 · Other Revenue				
4000815 · Gifts	0	100	100	0 100.0%
4000880 - Reduction in Fund Balance	0	0	116	(116) 0.0%
<b>Total 4000800 · Other Revenue</b>	<b>0</b>	<b>100</b>	<b>216</b>	<b>(116) 46.3%</b>
<b>Total Revenues</b>	<b>0</b>	<b>100</b>	<b>216</b>	<b>(116) 46.3%</b>
<b>Expenditures</b>				
5232600 · Special Expenses				
5232690 · Special Expenses - Other	0	0	215	(215) 0.0%
<b>Total 5232600 · Special Expenses</b>	<b>0</b>	<b>0</b>	<b>215</b>	<b>(215) 0.0%</b>
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>215</b>	<b>(215) 0.0%</b>
<b>Net Income</b>	<b>0</b>	<b>100</b>	<b>0</b>	<b>100 100%</b>

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

To: Mayor Richard Dormier  
 Ovilla City Council  
 City Manager John Dean

Subject: **Code Enforcement Monthly Report**

Calls For Service	Aug 2018	Aug.2018 YTD	Aug.2017	
Complaint (Nuis 30 Permit 7,Parking 13)	50	332	71	
Follow up (Nuis 38 Permit 7 Park 13)	58	361	69	
Door Notice (Nui -18, Permit-6, Parking 9)	33	188	41	
Mail Notice ( Park 8 nuis 8 perm 7 j v2 )	25	109	51	
Posted Property (nuisance 6)	6	79	17	
Court -1 Junk Veh Guilty 1 parkiing postpone	\$334	\$1,659	\$196.00	
Citizen Contacts	58	418	74	
Permits Reviewed	16	110	18	
Permits Issued	13	70	12	
Inspections	19	118	12	
Nuisance Abated by City	0	1	14	
Nuisance Signs (Garage sale-12 other 26 )	48	327	40	
Board of Adjustment 1 acc bldg Approved	1	13	0	

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

To: Mayor Richard Dormier  
 Ovilla City Council  
 City Manager Mr. John Dean

Subject: **Animal Control Monthly Report**

Calls For Service	Aug.2018	Aug.2018 YTD	Aug.2017	
Complaint (Regist-16 At Large 9 Bark 2)	27	235	34	
Follow up	30	272	37	
Door Notice (Regis-16, Bark 1 at large 3 )	20	173	31	
Impounded Animal (Dog 9,cat 1 )	10	92	6	
Animal welfare check	11	55	4	
Impound Results (Transport 5 Ret to own 5)	10	84	6	
Impound fee collected	\$285.00	\$1,415.00	90	
Court	\$0.00	\$381.00	0	
Citizen Contacts	32	242	54	
Animal registration \$132	11	151	17	
Registration Letter Mailed	16	166	23	
Nuisance letter -1 barking 3 At large	4	22	2	
Animals released 1 skunk.1 armadillo 1 possum	3	12	3	
Deceased removed	23	148	43	
Oak Leaf - 1 call ( dog)	1	20	0	
Traps Checked Out	8	39	7	

## Ovilla Municipal Court Report

FY-2017- 2018	City		Total Revenue	Amount Kept by City	Amount sent to State	Warrants Issued	Warrants Cleared	Uncontested Disposition	Defensive Driving	Deferred Disposition	Compliance Dismissals	Trial
	Total Traffic Cases Filed	Ordinance Filed										
October	104	3	\$22,685.48	\$12,583.85	\$10,101.63	23	11	40	28	40	6	0
November	43	3	\$15,166.44	\$9,252.74	\$5,913.70	12	26	31	25	28	4	0
December	119	0	\$13,100.10	\$7,642.71	\$5,457.39	43	13	32	21	19	2	0
January	165	0	\$20,725.22	\$12,793.73	\$7,931.49	19	14	51	33	64	3	0
February	106	1	\$28,555.12	\$16,945.95	\$11,609.17	15	19	41	24	23	2	0
March	43	0	\$17,757.45	\$11,456.59	\$6,300.86	14	23	24	21	55	1	0
April	121	0	\$19,184.03	\$12,438.50	\$6,745.53	0	19	39	14	44	0	0
May	137	1	\$23,331.79	\$14,583.42	\$8,748.37	27	7	36	27	22	1	0
June	129	3	\$19,622.70	\$11,954.76	\$7,667.94	28	4	38	13	26	3	0
July	82	0	\$25,100.40	\$14,834.75	\$10,265.65	27	11	42	21	44	0	0
August	102	2	\$20,968.97	\$13,583.67	\$7,385.30	27	19	30	29	50	0	0
September												
<b>Totals</b>	<b>1151</b>	<b>13</b>	<b>\$226,197.70</b>	<b>\$138,070.67</b>	<b>\$88,127.03</b>	<b>235</b>	<b>166</b>	<b>404</b>	<b>256</b>	<b>415</b>	<b>22</b>	<b>0</b>

### 2016-2017 FY

August	178	1	\$17,179.61	\$10,428.12	\$6,751.49	70
<b>FY Totals</b>	<b>1503</b>	<b>21</b>	<b>\$240,902.24</b>	<b>\$140,997.34</b>	<b>\$99,904.90</b>	<b>327</b>



To: Mayor and City Council Members  
From: John R. Dean, City Manager  
Date: 9/6/2018

Re: City Manager's Monthly Report (August)

Hidden Valley Estates:

- TRA point of entry wastewater permit has been issued. Pre-construction meeting was held with the City, TRA, and developer on 9/6/18. Construction on the wastewater line should begin in the next 2-3 weeks.
- I have asked the contractor for a price on lining the manholes on the project to the newly adopted standards. The lining will be at the City's expense as was previously discussed.
- The developer knows that he will need to have an extension on his preliminary plat for Hidden Valley Estates.
- The developer does not have a time line for moving forward with development in the planned development area.

Parks Master Plan: The master plan was approved by the City Council at the August Council meeting. GrantWorks stopped writing Texas Parks and Wildlife grants for this round of grants on 7/31/2018.

Personnel Policy Review: Proposed revisions to be presented at the September meeting for discussion.

Street Information:

- Paving Suburban: Suburban work is complete.
- Ovilla Oaks: Tie in work and crack sealing scheduled but waiting on the contractor.
- East Highland: Asphalt Overlay complete.
- Highview: Complete.
- Paving of Willowwood and Greenwood: Approved by City Council. To be completed in the FY.
- The public works crew fixed potholes throughout the city in August.

Warranty Expiration:

Bryson Manor Phase I-May 2, 2018 - Scheduled to have warranty work performed.

Cockrell Hill Road-August 25, 2018 - Scheduled to have warranty work performed.

Water Street-December 20, 2018

Lariat Trail-December 20, 2018 - Scheduled to have warranty work performed.

Silverwood and Shadow Wood - Scheduled to have warranty work performed.

Integrated Software Transition: We are still working to transition the Financials, Payroll, and electronic signatures.

FY 2019 Budget: To be considered at the September Council meeting.

AT&T Water Tower Space Lease: AT&T has 180 days to review and finalize a lease.

ACO Vehicle: The vehicle is scheduled to be completed by mid-September.

Police Vehicle: The new vehicle has been ordered.

Solid Waste RFP: Contract with CWD has been developed and reviewed by City Attorney to be considered at the September Council meeting.

Lariat Trail: We have increased police presence on this street. Placed electronic speed reader devices on the street. The permanent Council solution was the placement of speed humps. Signs and speed humps installed on 9/6/2018.

Wastewater Winter Averaging: As discussed during the budget process we have prepared an Ordinance for your consideration to change the method of calculating the sewer usage to be charged to the customer. If adopted, we will use the low month of three-month period to determine the usage for wastewater customers. We will get this change out to the residents via the next newsletter, website, and utility bill if adopted.

Projects in Progress:

City Facilities connected to sewer:

- No amount of funding has been budgeted for a gravity flow line. We did not feel comfortable budgeting a cost with only a contractor estimate of cost.
- The City engineer has been in contact with the previous engineer to gather the historical information on the plans for the sewer line designed in 2008. I spoke to them on 9/5/2018. There is no engineer cost estimate currently.

Monument Signs:

- We have ordered the installation of the signs and the project should take another 3 weeks to complete. The contractor has the metal complete and the supplies on hand.

Council Chamber Technology:

- NetGenius is developing a plan to make technology upgrades to the Chambers to be completed by September 30, 2018.

Fire Station Improvements:

- Task is moving forward. They found some structural issues with the rafters which must be fixed. We will shift funds to make the necessary repairs.
- The doors have been installed.

Upcoming Items

- City Council Meeting – Monday, September 10th, 2018 at 6:00 pm

City Manager Time Away: I will be out of the office for the International City and County Managers Conference September 20-26, 2018. Because I am the Chairman of a Veteran's Task Force for ICMA I must be there for meetings all day Friday on veterans' issues and local government.

Respectfully Submitted,  
John R. Dean, Jr.  
City Manager



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To: Mayor and City Council Members  
From: John R. Dean, City Manager  
Date: 8/17/2018

Re: City Manager's Bi-weekly Update

Hidden Valley Estates: All easements have been approved. Working on the TRA entry point permit for the sewer connection. Incentive agreement approved by Council and EDC.

Parks Master Plan: Approved by City Council. Began the process to apply for a grant.

Joint Parks Board and EDC Meeting: Founders Park concept was presented and received support from the Council.

Personnel Policy Review: We have completed the review and are making revisions for your consideration. The goal is present this to for Council consideration in September.

Street Information:

Paving of Willowwood and Greenwood: This action was approved at the May 14<sup>th</sup> City Council meeting. Work will be done later in the FY.  
Crews fixed the areas on Shiloh at the entrances of the school.  
Crews fixed the area at the end of Elmwood.

Warranty Expiration: All are scheduled to have warranty work done.

Bryson Manor Phase I-May 2, 2018  
Cockrell Hill Road-August 25, 2018  
Water Street-December 20, 2018  
Lariat Trail-December 20, 2018

Silverwood, Shadow Wood and the Ovilla Oaks area are all scheduled to have either asphalt work done or crack sealing.

Integrated Software Transition: We are still working to transition the Financials.

ACO/Code Vehicle: The vehicle and equipment has been ordered. The vehicle is scheduled to be completed by the end of August.

AT&T: They are in receipt of the letter to move forward with the lease.

Police Vehicle: Vehicle has been ordered following council a approval and budget amendment.

Lariat Trail Traffic Issue: Adequate signage and the proper humps will be installed by city personnel by mid-September.

Projects in Progress:

Engineering:

- City Engineer is working on a cost estimate for a gravity flow line for the city facilities.
- City engineer is working on options and cost estimates for the Shiloh, Main Street and Water Street bridges.

Monument Signs: We have ordered the installation of the signs and the project should take 3-4 weeks to complete.

Council Chamber Technology: NetGenius is developing a plan to make technology upgrades to the Chambers. Met with them again on 8/16/18.

Fire Station Improvements: Currently underway.

Take Home Vehicles: Approved for the Police Chief, Fire Chief, Deputy Fire Chief and Public Works On-call employee.

Golf Carts: Working on an Ordinance for Council consideration on golf carts. It will contain some limitations, registration, an inspection process, registration fee, and fines for violations.

Solid Waste RFP: Today we received 4 complete proposals and one (HHW Solutions) only for household hazardous waste. CWD, Republic, Waste Connections and Waste Management were the 4 submitting complete proposals.

Upcoming Items

- City Council Meeting (Public Hearing on Tax Rate) – Monday, August 20th, 2018 at 5:30 pm (Meal will not be served)
- City Council Meeting (Public Hearing on Tax Rate) – Wednesday, August 29th, 2018 at 5:30 pm (Meal will not be served)

City Manager Time Away: I will be out of the office on vacation on August 30-31, 2018.

Respectfully Submitted,

John R. Dean, Jr.

City Manager