

# *City of O*VILLA City Council

*Rachel Huber, Place One*  
*Dean Oberg, Place Two*

*Richard Dormier, Mayor*  
*David Griffin, Place Three, Mayor Pro Tem*

*Doug Hunt, Place Four*  
*Michael Myers, Place Five*

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105 S. Cockrell Hill Road, Ovilla, TX 75154  
Monday, November 09, 2020 6:30 P.M.

Teleconference

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## AGENDA

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Ovilla, to be held on Monday, November 09, 2020 at 6:30 P.M. via teleconference, for the purpose of considering the following items:

### SUPPLEMENTAL NOTICE OF MEETING BY TELEPHONE CONFERENCE:

In accordance with order of the Office of the Governor issued March 16, 2020, the City Council of the CITY OF OVILLE will conduct the meeting scheduled at 6:30 PM, Monday, November 09, 2020 by telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19). [There will be no public access to the location described above.]

This supplemental written notice, the meeting agenda, and the agenda packet, are posted online at [www.cityofovilla.org](http://www.cityofovilla.org)

The public toll-free dial-in number to participate in the telephonic meeting is:

United States: 1-346-248-7799

Meeting ID: 912 2398 6100

If you would like to join the meeting with your computer, tablet, or smartphone:

<https://zoom.us/j/91223986100>

The public will be permitted to offer public comments as provided by the agenda and as permitted by the presiding officer during the meeting.

A recording of the meeting will be made and will be available to the public in accordance with the Open Meetings Act upon written request.

I. **CALL TO ORDER**

- Invocation – *led by PL5 Myers*
- US. Pledge of Allegiance and TX Pledge – *led by PL3 Griffin*

II. **ANNOUNCEMENTS, PRESENTATIONS, COMMENTS, PROCLAMATIONS**

*Proclamation – Municipal Court Week – November 2-6*

*Proclamation – Veterans Day – Wednesday November 11*

### 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.*

# *City of O*VILLA City Council

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## **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.*

1. Electric Reliability Council of Texas (ERCOT) Annual Membership renewal.
2. Annual Interlocal Agreement between the County of Ellis and the City of Ovilla
3. Regular Meeting Minutes 2020.10.13

## **IV. REGULAR AGENDA**

**ITEM 1.** **DISCUSSION/ACTION** – Consideration of and action on an Interlocal Agreement to provide Emergency Services for Fire Protection and First Responder Services effective October 01, 2020 by and between Ellis County Emergency Services District No. 2 and the City of Ovilla, Texas, authorizing the Mayor to execute said Agreement.

**ITEM 2.** **DISCUSSION/ACTION** – Consideration of and action on the purchase of bunker gear, a reimbursable expense through the ESD #2 Annual Contract.

**ITEM 3.** **DISCUSSION/ACTION** – Consideration of and action on the purchase of medical equipment with total reimbursement through the CARES ACT FUNDS (CRF).

**ITEM 4.** **DISCUSSION/ACTION** – Receive recommendation from the Ovilla Park Board Advisory Committee, to consider and act on Resolution R2020-21, approving a revised Athletic Field Use and Maintenance Agreement by and between the City of Ovilla and the Ovilla Baseball Fields, Inc.

**ITEM 5.** **DISCUSSION/ACTION** – Consideration of and action on an extension to the Agreement by and between Eddie Peacock, PLLC and the City of Ovilla to provide interim financial support services, authorizing the Mayor to execute said document(s).

**ITEM 6.** **DISCUSSION/ACTION** – Consideration of and action on (Community Waste Disposal) CWD annual request for Residential & Commercial Market Adjustment, effective December 01, 2020 authorizing the Mayor to execute said document(s).

**ITEM 7.** **DISCUSSION/ACTION** – Consideration of and action on the selection date(s) for the City's annual household hazardous waste and brush clean-up day(s), in accordance with Section 5.3 (b) City Services of the contract.

**ITEM 8.** **DISCUSSION/ACTION** – Consideration of and action on the recommendation of the Finance Review Committee for the selection of the City's auditing firm, directed staff to begin negotiations and return with an agreement.

**ITEM 9.** **DISCUSSION/ACTION** – Consideration of and action regarding an accessibility route from new city parking lot to downtown businesses.

**ITEM 10.** **DISCUSSION** – Discuss the necessity to set regulations and restrictions for construction burning, directing staff as necessary.

**ITEM 11.** **DISCUSSION** – Discuss and review staff's plans for the reopening of the city facilities.

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

**V. STAFF REPORTS**

- Department Activity Reports / Discussion
  - Police Department Chief B. Windham
  - Fire Department Chief B. Kennedy
  - Public Works Departments Public Works Director J. Kuykendall
    - 1. Water/wastewater
    - 2. Streets
    - 3. Parks
  - Administration
    - 1. Financials (non-reconciled) Finance Director Sharon Jungman
      - a) Monthly Municipal Court Report
    - 2. Monthly Code/Animal Control Reports Code/AC Officer M. Dooly
    - 3. Administration Reports City Manager P. Woodall

**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).*

A. Convene into Executive Session.

**Closed session pursuant to Section §551.071 of the Texas Government Code**

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

**ES ITEM 1. DISCUSSION/ACTION** – Deliberate the appointment, employment, evaluation, reassignment and/or duties of the City Manager.

**ES ITEM 2. DISCUSSION/ACTION** – Deliberate the appointment, employment, evaluation, reassignment and/or duties of the Police Chief.

B. Reconvene into Regular (Open) Session

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

**VIII. ADJOURNMENT**

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the November 09, 2020 Regular City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, [www.cityofvilla.org](http://www.cityofvilla.org), on the 6th day of November 2020 prior to 6:00 p.m., in compliance with Chapter 551, Texas Government Code.

*G Miller*  
G Miller, City Secretary

DATE OF POSTING: 11.6.2020 TIME: 3:30 am/pm  
DATE TAKEN DOWN: \_\_\_\_\_ TIME: \_\_\_\_\_ am/pm



# PROCLAMATION

## IN RECOGNITION OF MUNICIPAL COURT WEEK

November 2-6, 2020

### A PROCLAMATION RECOGNIZING THE IMPORTANCE OF MUNICIPAL COURTS, THE RULE OF LAW, AND THE FAIR AND IMPARTIAL ADMINISTRATION OF JUSTICE

**WHEREAS**, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas;

**WHEREAS**, more people come in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court;

**WHEREAS**, the City of Ovilla hosts the Ovilla Municipal Court since 1986 and established the Ovilla Municipal Court of Record in 2007;

**WHEREAS**, state law authorizes a municipality to either appoint or elect a municipal judge for a term of office, the Ovilla Municipal Court is a state court and its judges are members of the state judiciary;

**WHEREAS**, the procedures for the Ovilla Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas;

**WHEREAS**, the City of Ovilla is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary;

**WHEREAS**, Ovilla Municipal Judges are not policy makers for the City of Ovilla but are bound by the law and the Canons of Judicial Conduct and are required to make decisions independent of the governing body of the City Council, city officials, and employees;

**WHEREAS**, the City Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the Ovilla Municipal Court in complying with such legal requirements.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS THAT THE WEEK OF NOVEMBER 2-6, 2020 IS HEREBY RECOGNIZED AS MUNICIPAL COURT WEEK IN RECOGNITION OF THE FAIR AND IMPARTIAL JUSTICE OFFERED TO OUR CITIZENS BY THE MUNICIPAL COURT OF THE CITY OF OVILLA.**

**IN WITNESS WHEREOF**, I hereby affix my signature this 9th day of November in the year of our Lord two thousand twenty.

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Richard A. Dormier, Mayor

# VETERANS DAY PROCLAMATION 2020

November 11<sup>th</sup> has long held a cherished place in the heart of every American. From the inauguration of this treasured holiday in 1918, Americans have recognized the sacrifices made by our military. Known originally as Armistice Day (day of peace), after WWI, President Wilson declared November 11 to be a day of reflection. President Eisenhower later issued the first Veterans Day Proclamation encompassing all military conflicts and acknowledging every military member who has served. He wrote, "...let us solemnly remember the sacrifices of all those who fought so valiantly, on the seas, in the air, and on foreign shores, to preserve our heritage of freedom,...let us re-consecrate ourselves to the task of promoting an enduring peace so that their efforts shall not have been in vain."

The brave men and women that have served our nation are not forgotten in Ovilla. During the November 09, 2019 Wreath Laying Event at the Veterans Memorial in Ovilla, Mayor Richard A. Dormier will honor our servicemen and servicewomen with this proclamation.

**Whereas**, all Americans are encouraged to recognize the sacrifice and valor of those who have served in defense of this nation and the loved ones who stand beside them, memorializing the heroes who gave the ultimate sacrifice and all those who have not returned home; and,

**Whereas**, we call upon all Americans, including civic and fraternal organizations, places of worship, schools, and communities to support this day with commemorative expressions and programs; and

**Whereas**, the City of Ovilla has among its citizens, volunteers, and employees, individuals who have served in the United States Armed Forces, and we are reminded of our obligation to them; to serve our veterans as they have gallantly served us; and as we gather here today, let us not forget that freedom is never free, and our nation and our community is evermore indebted for their courageous service, now,

**Therefore**, I, Richard A. Dormier, Mayor of the City of Ovilla, on behalf of the entire Ovilla City Council, do hereby recognize November 11, 2020, as **Veterans Day**.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 09<sup>th</sup> day of November, in the year of our Lord two thousand twenty.

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Richard A. Dormier, Mayor of Ovilla

Place One Council Member Rachael Huber \_\_\_\_\_

Place Two Council Member Dean Oberg \_\_\_\_\_

Mayor Pro Tem Council Member David Griffin \_\_\_\_\_

Place Four Council Member Doug Hunt \_\_\_\_\_

Place Five Council Member Mike Myers \_\_\_\_\_



## Consent Items C1-C3

To  
**Honorable Mayor  
and Council**

1. Electric Reliability Council of Texas (ERCOT) Annual Membership renewal.
2. Annual Interlocal Agreement Between County of Ellis and City of Ovilla.
3. Regular Meeting Minutes 2020.10.13

From  
**Staff**

CC  
**Applicable  
Departments**

### BACKGROUND AND JUSTIFICATION:

**C1:** ERCOT Annual Membership renewal.

ERCOT represents cities as a whole to have a voice in electric policies in Texas. The annual renew cost is \$100.

Memorandum is attached.

Member cities are attached.

Application agreement is attached.

**STAFF RECOMMENDATION:** Staff is seeking Council's approval to continue ERCOT membership and approve the Mayor's executive of the application agreement.

**C2:** Annual Interlocal Agreement: Ellis County/City of Ovilla

The Interlocal Cooperation Contract Between County of Ellis and the City of Ovilla is an annual agreement for Governmental Function and Services.

**STAFF RECOMMENDATION:** Staff recommends approval

**C3:** Minutes 2020.10.13

**STAFF 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)



Mr. Brewster's Direct Line: (512) 322-5831  
Email: [cbrewster@lglawfirm.com](mailto:cbrewster@lglawfirm.com)  
Fax: (512) 472-0532

## MEMORANDUM

TO: City and Other Political Subdivision Members of ERCOT  
FROM: Chris Brewster  
DATE: October 2, 2020  
RE: ERCOT Membership Renewal for 2021

The purpose of this memorandum is to recommend that your city or other political subdivision renew its membership in the Electric Reliability Council of Texas (“ERCOT”) for 2021. For the reasons we detail below, an ERCOT membership continues to be a straightforward and cost-effective way for your city to influence electric policy in Texas, and **we recommend that you submit your ERCOT membership renewal application and fee by Friday, November 6, 2020. The membership fee is \$100 per year.**

### WHAT IS ERCOT?

ERCOT is the entity that is responsible for operating the electric grid in the deregulated portion of Texas. Furthermore, ERCOT maintains the set of complicated rules that frame the way that electricity is bought and sold in the deregulated wholesale market. Through a process of negotiation and deliberation within committees of interested parties, the ERCOT stakeholder process is constantly reviewing and revising these rules, known as the ERCOT protocols. Most of the issues addressed at ERCOT are addressed nowhere else—the Public Utility Commission has largely delegated these issues to the ERCOT stakeholder process.

### WHAT ROLE DO CITIES PLAY IN THE ERCOT PROCESS?

Consumers, such as cities and other political subdivisions, have a voice in ERCOT’s decision-making process. Each segment of the ERCOT market has a vote on issues before ERCOT, through its representatives on the Technical Advisory Committee (“TAC”) and the Board of Directors (“Board”).

TAC and the Board are the bodies responsible for making the most important decisions about the detailed workings of the ERCOT market. These decisions can have bottom-line impacts on electricity prices. A total of 125 cities and other political subdivisions joined ERCOT in 2020. With this membership strength, cities successfully elected two city representatives to TAC and one director to ERCOT’s Board of Directors for 2021. A strong contingent of city members would make continuation of this strong presence likely for 2021.

As you know, consumers in ERCOT face constant efforts by power generators and power marketers to modify the electricity market in ways that would increase prices. In 2021, ERCOT and the PUC will continue their work on several major market redesign initiatives. As a result, Cities’ presence in the ERCOT process as a voice for consumers continues to be important.

## WHAT DOES AN ERCOT MEMBERSHIP REQUIRE?

It is not difficult to renew your ERCOT membership. A simple form is required, along with payment of a \$100 membership fee. In the pages that follow, you find a guide to completion of the form. We are also available to assist you; please feel welcome to call me (Chris Brewster) at my phone number at the top of this memorandum, or email me at [cbrewster@lglawfirm.com](mailto:cbrewster@lglawfirm.com).

In order to vote for candidates for the 2021 Technical Advisory Committee and the Board of Directors, **ERCOT must receive your renewal application and \$100 fee by Friday, November 6, 2020.**

In completing the attached form, please note the following:

- Only corporate members may vote in ERCOT matters. In response to **Question No. A.2** on the form, we recommend that cities renew as **Corporate**, rather than associate, members. *[for your convenience, we have already checked this option]*
- On the following list of member cities, you can see which Consumer segment (Small or Large Commercial) your city joined in for 2020. **We recommend that you choose the same segment on Question No. A.4 when renewing your membership for 2021.** Please call me (Chris Brewster) at 512-402-4311 (or email: [cbrewster@lglawfirm.com](mailto:cbrewster@lglawfirm.com)) if you have any questions about this.
- For corporate members in the Small or Large Commercial Consumer Segment, the renewal fee is **\$100**. The form designates how the payment is to be made in paragraph A.3.
- In response to **Question No. A.5, please designate as your authorized representative** an employee of your city that can receive notices from ERCOT. ERCOT contacts its members very rarely; this person will not be inundated with emails, but may be asked to vote on important issues from time-to-time. During the coming year, please feel free to forward anything you receive from ERCOT to me at the email address above.
- There is **no need to answer Question No. A.6**, as it is not relevant to cities' memberships in ERCOT.
- Item A.3 on the form states the address at which to mail the form to ERCOT, but this can also be done by **email: membership@ercot.com**. Please note that if you submit your application via email, **you must still send the \$100 fee to ERCOT by wire transfer**. Due to precautions in place related to COVID-19, ERCOT is requiring submission of all Annual Member Dues by wire transfer; ERCOT is NOT accepting credit card or check payments this year. Contact ERCOT at [membership@ercot.com](mailto:membership@ercot.com) for electronic funds transfer instructions. If payment by wire presents a difficulty for you, please contact Chris Brewster by email at [cbrewster@lglawfirm.com](mailto:cbrewster@lglawfirm.com), or at (512) 402-4311.
- After you have sent your application to ERCOT, please forward a copy of your application to us at [cbrewster@lglawfirm.com](mailto:cbrewster@lglawfirm.com) or fax (512) 472-0532. This will help us track pending applications, and will allow us to follow up with ERCOT if issues arise.

Please feel free to call or email us if you have any questions in completing the form or about ERCOT in general.

# ERCOT Member Cities

October 2, 2020

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## **SMALL COMMERCIAL**

1. Aransas Co. Municipal Utility District No. 1
2. City of Benbrook
3. City of Breckenridge
4. City of Bridgeport
5. City of Burk Burnett
6. City of Cedar Hill
7. City of Celina
8. City of Clear Lake Shores
9. City of Colleyville
10. City of Colorado City
11. City of Copperas Cove
12. City of Corinth
13. City of Crowley
14. City of Dalworthington Gardens
15. City of DeSoto
16. City of Dublin
17. City of Duncanville
18. City of Early
19. City of Eastland
20. City of Ennis
21. City of Everman
22. City of Fate
23. City of Frisco
24. City of Glenn Heights
25. City of Hamilton
26. City of Harker Heights
27. City of Haslet
28. City of Hewitt
29. City of Howe
30. City of Ingleside
31. City of Josephine
32. City of Keller
33. City of Krum
34. City of La Feria
35. City of La Marque
36. City of Lake Worth
37. City of Lancaster
38. City of Lorena
39. City of Morgan's Point
40. City of Murchison
41. City of Oak Point
42. City of Ovilla
43. City of Paris
44. City of Piney Point Village
45. City of Point Comfort
46. City of Portland
47. City of Pottsboro
48. City of Rhome
49. City of River Oaks
50. City of Rotan
51. City of Rowlett
52. City of Sachse
53. City of Saginaw

## 54. City of Seagoville

55. City of Simonton
56. City of Snyder
57. City of Springtown
58. City of Texas City
59. City of Webster
60. City of Weston Lakes
61. City of Wharton
62. City of White Settlement
63. City of Woodway
64. City of Wylie
65. Town of Fulton
66. Town of Highland Park
67. Town of Laguna Vista
68. Town of Lakeside
69. Town of Prosper
70. Town of Trophy Club

## **LARGE COMMERCIAL**

71. Aquilla Water Supply District
72. City of Alamo
73. City of Allen
74. City of Arlington
75. City of Bedford
76. City of Bellmead
77. City of Brownwood
78. City of Canton
79. City of Carrollton
80. City of Cleburne
81. City of Coppell
82. City of Corpus Christi
83. City of Dallas
84. City of Decatur
85. City of Denison
86. City of Euless
87. City of Farmers Branch
88. City of Fort Worth
89. City of Grand Prairie
90. City of Grapevine
91. City of Houston
92. City of Irving
93. City of Killeen
94. City of Kingsville
95. City of Lake Jackson
96. City of Lewisville
97. City of McAllen
98. City of Mercedes
99. City of Mesquite
100. City of Midlothian
101. City of Mont Belvieu
102. City of North Richland Hills
103. City of Odessa
103. City of Richland Hills
104. City of Robinson
105. City of Rockport
106. City of San Angelo

## 107. City of Seadrift

108. City of Stephenville
109. City of Sugar Land
110. City of Sulphur Springs
111. City of Sweetwater
112. City of Taylor Lake Village
113. City of Temple
114. City of The Colony
115. City of Tyler
116. City of Vernon
117. City of Victoria
118. City of Waco
119. City of Watauga
120. City of Waxahachie
121. City of Wichita Falls
122. Housing Authority of the City of Harlingen dba Harlingen Housing Authority
123. Johnson County Special Utility District
124. South Texas Water Authority
125. Town of Flower Mound

**ELECTRIC RELIABILITY COUNCIL OF TEXAS, INC.  
MEMBERSHIP APPLICATION AND AGREEMENT FOR MEMBERSHIP YEAR 2021**

This Membership Application and Agreement for Membership Year 2021 (Agreement) is made and entered into by and between Electric Reliability Council of Texas, Inc. (ERCOT) and City of Ovilla (Applicant). In consideration of the mutual covenants contained herein Applicant hereby submits its application for ERCOT Membership (Membership) and agrees to be bound by the obligations of Membership as further described herein and the ERCOT Bylaws. ERCOT will review this application and will provide Member services and benefits described herein, subject to the terms and conditions of this Agreement and the ERCOT Bylaws, provided that Applicant meets the requirements to become an ERCOT Member (Member). This Agreement shall be effective as of the date that ERCOT provides written notice approving this application for Membership Year 2021 (Effective Date).

Capitalized terms that are not defined in this Agreement shall have the meaning as defined in the ERCOT Bylaws, as amended from time to time.

**A. Membership Application Information.**

**1. Legal Name of Applicant.**

Provide full corporate name and, if applicable, assumed "doing business as" name, of Applicant applying for Membership.

City of Ovilla

**2. Type of Membership.**

Select ONE of three available types of Membership below (that is, Corporate, Associate or Adjunct).

Members who are Affiliates (as defined in the ERCOT Bylaws) may hold only one Corporate Membership among such Members.

Other applicants applying for additional ERCOT Memberships, such as an Associate Membership, must use a separate Agreement for each Membership.

The applicable Annual Member Dues listed below for each Membership type provide Corporate Members with voting rights pursuant to the ERCOT Bylaws and entitle Members to services ERCOT provides such as hosting ERCOT meetings, providing Members with necessary information and such other Member services as ERCOT may from time to time offer.

**Corporate.** Voting. \$2,000 per Membership Year (except Residential and Commercial Consumer Members' Annual Member Dues are \$100 per Membership Year). Corporate Membership includes the right to vote on matters submitted to the general Membership, such as election of Board Directors, election of Technical Advisory Committee (TAC) Representatives and TAC subcommittees, and amendments to the Certificate of Formation (formerly known as the Articles of Incorporation) and the ERCOT Bylaws.

Residential Consumer Members do not elect a Director to represent the Residential Consumer interests as the Public Counsel is mandated to represent these interests as an *ex officio* Director on the Board. The Office of Public Utility Counsel (OPUC) and the appointed Residential Consumer TAC Representative shall be eligible to be Corporate Members without the payment of Annual Member Dues.

**Associate.** Non-voting. \$500 per Membership Year (except Residential and Commercial Consumer Members' Annual Member Dues are \$50 per year). Associate Membership does not provide any voting rights for matters submitted to the general Membership. However, an Associate Member may be elected by Corporate Members to serve as a voting member of the Board, TAC or a TAC subcommittee.

**Adjunct.** Non-voting. \$500 per Membership Year. Applicants not meeting the Segment requirements for Membership may join as Adjunct Members upon Board approval. Adjunct Membership does not provide any voting rights for matters submitted to the general Membership nor any right to be elected or appointed to the Board, TAC or a TAC subcommittee. Adjunct Members shall be bound by the same obligations as other Members.

### 3. **Payment of Annual Member Dues.**

The applicable Annual Member Dues must be paid and received by ERCOT by the Record Date, as determined pursuant to the ERCOT Bylaws and defined in Section B.3. below, in order for the Member to participate in the elections for the Membership Year 2021. **As a result of the Coronavirus-19 pandemic, ERCOT has implemented a mandatory work-from-home policy for all ERCOT staff not required to be on site to fulfill ERCOT's functions. During this time, ERCOT has reduced staff available to receive, distribute, and manage incoming postal mail, deliveries, faxes on a daily basis. As such, ERCOT requests submission of all Annual Member Dues by wire transfer. Contact ERCOT at [membership@ercot.com](mailto:membership@ercot.com) for electronic funds transfer instructions.**

#### 4. Segment Eligibility.

Check **ONE** Segment designation, as further described in the ERCOT Bylaws, for which Applicant believes in good faith that Applicant is eligible.

**Consumer.** Any entity meeting the definition for Residential Consumers, Commercial Consumers or Industrial Consumers as set forth in the ERCOT Bylaws.

Check **ONE** Subsegment designation:

- Residential Consumer.** The appointed Board Director representing residential consumer interests, an organization or agency representing the interests of residential consumers in the ERCOT Region, or the Residential Consumer TAC Representative.
- Small Commercial Consumer.** A commercial consumer having a peak demand of 1000 KW or less (or an organization representing such consumers).
- Large Commercial Consumer** A commercial consumer having a peak demand greater than 1000 KW.
- Industrial Consumer.** An industrial consumer with at least one meter with average monthly demand greater than 1 megawatt consumed within the ERCOT Region engaged in an industrial process.

An entity applying for ERCOT membership as a Residential Consumer, Small Commercial Consumer or Large Commercial Consumer is ineligible if that entity has interests in the electric industry in any other capacity than as an end-use consumer or represents the interests of another entity that has interests in the electric industry in any other capacity than as an end-use consumer.

The three Consumer Directors of the Board have the right to determine Applicant eligibility in the Residential and Commercial Subsegments as provided in the ERCOT Bylaws.

**Cooperative.** An Entity operating in the ERCOT Region that is:

- (i) A corporation organized under Chapter 161 of the Texas Utilities Code or a predecessor statute to Chapter 161 and operating under that chapter;
- (ii) A corporation organized as an electric cooperative in a state other than Texas that has obtained a certificate of authority to conduct affairs in the State of Texas;

- (iii) A cooperative association organized under Chapter 251 of the Texas Business Organizations Code or a predecessor to that statute and operating under that statute; or
- (iv) A River Authority as defined in Tex. Water Code §30.003.

**Independent Generator.** Any entity that is not a Transmission and Distribution Entity (T&D Entity) or an Affiliate of a T&D Entity and that (i) owns or controls generation of at least 10 MW in the ERCOT Region; or (ii) is preparing to operate and control generation of at least 10 MW in the ERCOT Region, and has approval of the appropriate governmental authority, has any necessary real property rights, has given the connecting transmission provider written authorization to proceed with construction and has provided security to the connecting transmission provider.

**Independent Power Marketer.** Any entity that is not a T&D Entity or an Affiliate of a T&D Entity and is registered at the Public Utility Commission of Texas (PUCT) as a Power Marketer to serve in the ERCOT Region.

**Independent Retail Electric Provider (REP).** Any entity that is certified by the PUCT to serve in the ERCOT Region as a Retail Electric Provider under PURA §39.352 and that is not an Affiliate of a T&D Entity.

**Aggregator.** For purposes of Segment classification, an aggregator may register to participate in this Segment if unable to qualify in any other Segment.

**Investor-Owned Utility.**

- (i) An investor-held, for-profit “electric utility” as defined in PURA §31.002(6) that:
  - (a) Operates within the ERCOT Region;
  - (b) Owns 345 kV interconnected transmission facilities in the ERCOT Region;
  - (c) Owns more than 500 pole miles of transmission facilities in the ERCOT Region; or
  - (d) Is an Affiliate of an entity described in (a), (b) or (c); or
- (ii) A public utility holding company of any such electric utility.

**Municipal.** An entity operating in the ERCOT Region that owns or controls transmission or distribution facilities, owns or controls dispatchable generating facilities, or provides retail electric service and is either:

- (i) A municipally owned utility as defined in PURA §11.003 or
- (ii) A River Authority as defined in Tex. Water Code §30.003.

**5. Identification of Applicant's Designated Representative and Designated Representative Alternate.**

**a. Designated Representative.**

ERCOT requires Applicant to designate an official representative in order for ERCOT to conduct ERCOT's corporate business (that is, for ERCOT to provide notice to each of its Members and for Members to participate and/or vote at Membership meetings, as applicable). Applicant identifies its designated representative for required notices to ERCOT Members, participation in meetings of the Corporate Members and voting issues, as applicable, as follows:

Name: RICHARD A. DORMIER  
Title: MAYOR  
Address: 105 S. Cockrell Hill Rd  
City, State, Zip: Ovilla, TX 75154  
Phone: 972-617-7262  
Email: mayordormier@cityofovilla.org

**b. Designated Representative Alternate.**

In the event that ERCOT is unable to contact Applicant's designated representative for any reason after reasonable attempts, Applicant identifies a designated representative alternate to receive required notices to ERCOT Members and to participate in meetings of the Corporate Members and voting issues, as applicable, as follows:

Name: PAMELA WOODALL  
Title: CITY MANAGER  
Address: 105 S COCKRELL HILL RD  
City, State, Zip: OVILLA TX 75154  
Phone: 972-617-7262  
Email: pwoodall@cityofovilla.org

**6. Identification of Other Members who are Affiliates of Applicant.**

Applicant identifies other ERCOT Memberships held by Applicant or Affiliates of Applicant, if any (attach extra pages if necessary) as:

(a) Member name: \_\_\_\_\_  
Segment: \_\_\_\_\_

(b) Member name: \_\_\_\_\_  
Segment: \_\_\_\_\_

(c) Member name: \_\_\_\_\_  
Segment: \_\_\_\_\_

**B. Membership Agreement.**

1. **Membership.** Any entity that qualifies for any of the Segment definitions set forth in the ERCOT Bylaws is eligible for Membership. Members must be an organization that either operates in the ERCOT Region or represents consumers within the ERCOT Region as provided in the ERCOT Bylaws. Members may join as a Corporate, Associate or Adjunct Member subject to the criteria set forth in the ERCOT Bylaws. Applicants must apply for Membership through an authorized officer or agent.

2. **Term.** The Membership Year 2021 begins on January 1, 2021, and ends on December 31, 2021. The term of this Agreement begins on the Effective Date and ends on December 31, 2021.

3. **Record Date.** The record date for Membership Year 2021 is Friday, November 6, 2020 (Record Date). Only applicants who have been approved as Corporate Members for Membership Year 2021 as of the Record Date shall be eligible to cast votes at the Annual Membership Meeting on December 8, 2020, including votes to confirm the 2021 ERCOT Board of Directors who serve from January 1, 2021, through December 31, 2021.

4. **Membership Dues.** Annual Member Dues are provided in the ERCOT Bylaws. Any change in or waiver of Annual Member Dues must be approved pursuant to the procedures set forth in the ERCOT Bylaws. Any change in Member Dues for a particular category of Members shall automatically become effective as to all ERCOT Members without the necessity of amending this Agreement.

All Memberships must be renewed annually. Annual Member Dues renewals shall be due by the Record Date for the annual membership meeting. Annual Member Dues will not be prorated.

Any Applicant may request that the Member's Annual Member Dues be waived for good cause shown.

5. **Application for Membership.** Applicant must submit the following items in order to apply for Membership:

- (i) Payment of the applicable Annual Member Dues; and
- (ii) A copy of this Agreement, signed by an authorized representative of Applicant.

**For the reasons stated in Paragraph 3 in connection with the Coronavirus-19 pandemic, ERCOT requests submission of all Annual Member Dues by wire transfer and all signed Applications for Membership by email to [Membership@ercot.com](mailto:Membership@ercot.com).**

Upon receipt of payment and a signed copy of this Agreement, ERCOT will promptly notify Applicant of Membership status in writing, whether approved or not.

**6. Change of Designated Representative or Designated Representative Alternate.** All ERCOT Members shall maintain current contact information on file with ERCOT for their designated representative and designated representative alternate. An ERCOT Member may change its designated representative or designated representative alternate at any time by written request of a duly authorized representative of the ERCOT Member submitted to the ERCOT Legal Department at [membership@ercot.com](mailto:membership@ercot.com).

**7. Changes in Affiliates.** All ERCOT Members are required to notify ERCOT of any changes in their Affiliates in accordance with the ERCOT Bylaws.

**8. Suspension and Expulsion.** All ERCOT Members shall abide by the ERCOT Bylaws, as they may be amended from time to time, and any other rule or regulation duly adopted by the Board of Directors. Any ERCOT Member, who violates any provision of this Agreement, the ERCOT Bylaws, or any other rule or regulation duly adopted by the Board of Directors, may be reprimanded, suspended, and/or expelled in accordance with procedures adopted by the Board of Directors or set forth in the ERCOT Bylaws. Such action will affect all entities deriving Membership privileges through such ERCOT Member. Suspension and expulsion are cumulative and non-exclusive remedies that may be pursued against Applicant or any other ERCOT Member in addition to any other remedy available under the Standard Form Market Participant Agreement, any other agreement executed by the ERCOT Member, or any other applicable statutes, laws, rules, or regulations.

**9. Amendment.** This Agreement may be amended, modified, superseded, canceled, renewed, or extended and the terms and conditions hereof may be waived only by a written instrument executed by both parties hereto or, in the case of a waiver, by the party waiving compliance.

**10. Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas that apply to contracts executed in and performed entirely within the State of Texas, without reference to any rules of conflict of laws. Parties consent to the exclusive jurisdiction of Texas.

IN WITNESS WHEREOF, Applicant certifies that:

- (i) Applicant meets the requirements for ERCOT Membership in the Segment designated herein;
- (ii) All information provided herein is true and correct to the best of Applicant's knowledge; and
- (iii) The signatory for Applicant is a representative authorized by Applicant with authority to bind Applicant contractually;
- (iv) Through the signature of its authorized representative below, Applicant agrees to be bound by the terms of this Agreement, the ERCOT Bylaws, applicable ERCOT Protocols, and any other requirements duly adopted by the Board of Directors or required by the Public Utility Commission of Texas or applicable law.

**APPLICANT**

City of Ovilla

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

Printed Name: RICHARD DORMIER

Title: MAYOR

Date: November 09,2020

**INTERLOCAL AGREEMENT  
BETWEEN COUNTY OF ELLIS, TEXAS  
AND CITY OF OVILLA, TEXAS**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the "County"), and the City of OVILLA, a \_\_\_\_\_ of the State of Texas, hereinafter referred to as a (the "City").

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**WITNESSETH:**

**WHEREAS**, the County and City desire to increase their efficiency and effectiveness by entering into this contract; and

**WHEREAS**, such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

**WHEREAS**, the function of service contracted for and to be provided by this Agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

**WHEREAS**, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually.

**NOW THEREFORE**, for the mutual covenants and considerations expressed herein, the County and the City hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by City and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell City goods and services.
2. The City shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The City, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31st, 2021 ("Effective Period").

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
  - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
  - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.
6. City agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Agreement, or as outlined by the Texas Prompt Payment Act.
7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

**EXECUTED** in duplicate this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ELLIS COUNTY, TEXAS**

By: \_\_\_\_\_  
Todd B. Little, County Judge

**ATTEST:**

By: \_\_\_\_\_  
Krystal C. Valdez, County Clerk

**CITY OF OVILLA, TEXAS**

By: \_\_\_\_\_  
Mayor, CITY of OVILLA

Attest:

---

CITY Administrator

**CITY OF OVILLA MINUTES**  
**Tuesday October 13, 2020**  
**Regular City Council Meeting**  
**105 S. Cockrell Hill Road, Ovilla, TX 75154**

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In accordance with order of the Office of the Governor issued March 16, 2020, the CITY COUNCIL of the CITY OF OVILLA conducted a meeting at 6:30 PM, Tuesday October 13, 2020 in person as well as telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19).

The public was permitted to offer public comments telephonically or in person as provided by the agenda and as permitted by the presiding officer during the meeting.

Mayor Dormier called the Council Meeting of the Ovilla City Council to order at 6:30 PM, with notice of the meeting duly posted.

The following City Council Members were present or on teleconference call:

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 noted the participating Council Members, thus constituting a quorum. City Secretary, department directors and various staff were also present and on the teleconference call.

**CALL TO ORDER**

PL3 Griffin gave the invocation and PL5 Myers led the reciting of the U.S. Pledge of Allegiance and the Pledge to the Texas Flag.

**ANNOUNCEMENTS, PROCLAMATIONS, PRESENTATIONS, COMMENTS**

Proclamation - National American Indian Heritage Month - November

Proclamation - Fire Prevention Month - October

**CITIZEN COMMENTS:**

1. Penny Story - 106 S. Summit Red Oak - Incumbent Candidate for Red Oak School Board

**CONSENT AGENDA**

1. ESD #2 - Interlocal Services Agreement FY 2020-2021.
2. ESD #4 - Interlocal Services Agreement FY 2020-2021.
3. Resolution No. R2020-18 - Amended ORG Chart
4. Minutes Regular City Council Meeting 2020.09.14
5. Minutes Regular City Council Meeting 2020.09.04
6. Minutes Special City Council Meeting 2020.08.31
7. FY 2020-2021 Revised Calendar & Holidays
8. Reserve Officer Recommendation - A. Flores

PL4 Hunt made the motion to pull consent items C1 & C2 off the Consent Agenda to discuss.  
Seconded by PL1 Huber.

PL4 Hunt made the motion to approve the consent items C3- C8.  
Seconded by PL5 Myers.

No opposition/abstentions.

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

Recorded Vote:

PL1 Huber AYE

PL2 Oberg AYE

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

**REGULAR AGENDA**

**ITEM 1. DISCUSSION/ACTION** – Eagle Scout Tyler Homouth update Council on his proposed plans for his Eagle Scout project.

Tyler shared the start time for getting poles and flags set up to be on Wednesday October 14 @ 6:00 PM, as well as Saturday October 17 @ 2:00PM. Shared the plaque, and the Honor & Sacrifice Flag with Council members to view.

*No Action – Update only.*

**ITEM 2. DISCUSSION/ACTION** – Consideration of and action on Resolution No. R2020-16 accepting the Annual Financial Audit Report prepared by Yeldell, Wilson, Wood and Reeve, P.C. for the year ended September 30, 2019.

Brian Thomas, representative for Yeldell, Wilson, Wood and Reeve, P.C. was present to share the highlights of the Annual Audit ending on September 30, 2019. Mr. Thomas explained that delays for the completion and presentation of the audit were due to changes in staff and new software. It was noticed that the unassigned fund balance was slightly under the required 25%. Other inquiries were made by Council regarding water loss calculations, and how much was needed to acquire the 25% unassigned fund balance. Mr. Thomas advised he did not have that information immediately, but would provide it to staff later.

PL4 Hunt made the motion to accept the Annual Financial Audit Report as presented. Seconded by PL2 Oberg.

Recorded Vote:

PL1 Huber AYE

PL2 Oberg AYE

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

*No opposition/abstentions.*

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

**ITEM 3. DISCUSSION/ACTION** – Consideration of and action on Ordinance 2020-12 of the City of Ovilla, Texas amending Chapter 1, Section 1.02.002 of the Code of Ordinances to declaring an official city newspaper and declaring an effective date.

The Ellis County Press owner, Mr. Charlie Hatfield was present. He explained to council that his company puts out two thousand papers a week. There was discussion on meeting all the legal

deadlines, as the city had had issue with the paper in the past and was concerned. He was certain that would not happen again.

PL4 Hunt made the motion to appoint Ellis County Press as the official newspaper as presented. Seconded by PL2 Oberg.

Recorded Vote:

PL1 Huber AYE

PL2 Oberg AYE

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

No opposition/abstentions.

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

**ITEM 4.** **DISCUSSION/ACTION** – Receive recommendation from the Planning and Zoning Commission to consider and act on an amended final plat for Broadmoor Subdivision.

PL3 Griffin made the motion to approve the amended final plat for Broadmoor Subdivision as presented. PL2 Oberg seconded the motion.

Recorded Vote:

PL1 Huber AYE

PL2 Oberg AYE

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

No opposition/abstentions.

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

**ITEM 5.** **DISCUSSION/ACTION** – Receive recommendation from the Planning and Zoning Commission to consider and act on an amended final plat for Bryson Manor III.

PL2 Oberg made the motion to approve the amended final plat for Bryson Manor III as presented. PL1 Huber seconded the motion.

Recorded Vote:

PL1 Huber AYE

PL2 Oberg AYE

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

No opposition/abstentions.

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

**ITEM 6.** **DISCUSSION/ACTION** – Receive recommendation from the Thoroughfare Plan Review Committee for a revision to the Thoroughfare plan, directing staff to move forward with required procedures according to the Local Government Code Chapter 213.

PL4 Hunt who leads the Committee summed up the discussion, and the determination was to move forward with the procedures as presented.

PL4 Hunt made the motion to move forward with the required procedures as presented.  
PL5 Myers seconded.

Recorded Vote:

PL1 Huber AYE

PL2 Oberg AYE

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

No opposition/abstentions.

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

**ITEM 7.** DISCUSSION/ACTION – Consideration of and action on a Landscaping Beautification Agreement by and between the City of Ovilla and Ashburne Glen Homeowners Association.

Mayor Dormier and PL5 Myers recused themselves from discussion being residents of the subdivision.

PL4 Hunt made the motion to approve the agreement as presented.  
PL2 Oberg seconded.

Recorded Vote:

PL1 Huber AYE

PL2 Oberg AYE

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers NO VOTE

*VOTE: The motion carried unanimously: 4-0*

**ITEM 8.** DISCUSSION/ACTION – Consideration of and action on Ordinance 2020-13 of the City Council of the City of Ovilla, TX amending Chapter 13 “Utilities” of the Ovilla Code of Ordinances by adding a new Article 13.096 “Manage of Fat, Oil and Grease” effective immediately.

Code enforcement officer Mike Dooly explained that this update is for restaurants.

PL3 Griffin made the motion to approve the Ordinance 2020-13 amending Chapter 13 as presented.  
PL5 Myers seconded.

Recorded Vote:

PL1 Huber AYE

PL2 Oberg AYE

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

No opposition/abstentions.

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

ITEM 9. **DISCUSSION/ACTION** – Receive recommendation from the Park Board Advisory Committee to consider and act on Resolution No. R2020-19 updating Founders Park walking trails.

PL3 Griffin made the motion to approve the Resolution No. R2020-19 as presented.  
PL1 Huber seconded.

Recorded Vote:

PL1 Huber AYE

PL2 Oberg AYE

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

No opposition/abstentions.

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

ITEM 10. **DISCUSSION/ACTION** – Receive recommendation from the Park Board Advisory Committee to consider and act on Resolution No. R2020-20, an Athletic Field Use and Maintenance Agreement by and between the City of Ovilla and the Ovilla Baseball Fields Association, Inc.

PL4 Hunt made the motion to approve the Maintenance Agreement with the Ovilla Baseball Fields Association, Inc. with added clause only qualified city staff will be responsible for any pesticide treatment.

PL1 Huber seconded.

Recorded Vote:

PL1 Huber AYE

PL2 Oberg AYE

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

No opposition/abstentions.

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

ITEM 11. **DISCUSSION/ACTION** – Receive recommendation from the Ovilla Park Board Advisory Committee to consider and act on the Annual Christmas Tree Lighting event for 2020.

Topics of discussion:

- Desire to host a Tree Lighting
- Time/Date for Tree lighting
- Mike Dooly will be Santa
- Walk by Santa – Drive through
- Mail out for event 3<sup>rd</sup> week of November (PL3 Griffin will write article on Newsletter)
- Signs out for subdivisions
- Will people attend due to COVID pandemic

PL3 Griffin made the motion to hold the annual Christmas Tree Lighting on December 5<sup>th</sup> @ 6:00 PM.  
PL5 Myers seconded.

Recorded Vote:

PL1 Huber AYE

PL2 Oberg AYE

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

No opposition/abstentions.

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

**ITEM 12. DISCUSSION** – Discuss and review staff's plan for the reopening of the city facilities.

No Action – bring back in November 2020.

**ITEM 13. DISCUSSION/ACTION** – Consideration of and action on Ordinance 2020-14 of the City of Ovilla, Texas, amending sheets 15 and 22 of the City of Ovilla Standard Construction Details adopted by Ordinance 2016-18 and codified as Chapter 3, Article 3.01, Section 3.01.05 of the Code of Ordinances of the City of Ovilla, Texas; authorizing and directing the posting and publication for the amended sheets to the City's website; providing a savings clause; providing a severance clause; providing an effective date; and providing for publication.

PL2 Oberg made the motion to approve the update of the Ovilla Standard Construction Details, as Presented. PL1 Huber seconded.

Recorded Vote:

PL1 Huber AYE

PL2 Oberg AYE

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

No opposition/abstentions.

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

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

C1 ESD#2 was pulled for further consideration. PL4 Hunt asked the City Manager if there was additional information needing to be brought before Council, Ms. Woodall explained the contract is identical and there was no difference in the contracts other than the \$32,000 that is named by mistake as the 'alert system'. Ms. Woodall explained it was mis-budgeted.

A revised contract will be brought back. PL4 Hunt requests to receive this contract earlier in the year and not have the delay and revisions at the last minute. Chief Kennedy explained they usually are early in the year for the budget however, with the 2020 pandemic circumstances they are aware of the delay and inconvenience it has caused.

***No Action – will bring back***

PL4 Hunt explained that C2 ESD#4 Interlocal Agreement was pulled from consent by mistake.

PL4 Hunt made the motion to approve the ESD#4 Interlocal Services Agreement FY2020-2021

PL2 Oberg seconded.

## Recorded Vote:

PL1 Huber AYEPL2 Oberg AYEMayor Pro Tem Griffin AYEPL4 Hunt AYEPL5 Myers AYE

No opposition/abstentions.

VOTE: The motion carried unanimously: 5-0

STAFF REPORTS

## • Department Activity Reports / Discussion

- Police Department
- Fire Department
- Public Works Departments
- Administration
  1. Financials (non-reconciled)
    - a) Monthly Municipal Court Report
  2. Monthly Code/Animal Control Reports
  3. Administration Reports

Chief B. Windham

Chief B. Kennedy

J. Kuykendall

Finance Director Sharon Jungman

Code/AC Officer M. Dooly

City Manager P. Woodall

City Secretary G. Miller

## Topics Discussed:

- rescind no “cut off” policy
- collect arrears
- letter to be sent for accounts getting behind
- mosquito spraying certificate

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).

A. Convene into Executive Session. 8:50 PM

## Closed session pursuant to Section §551.071 of the Texas Government Code

ES Item 1. 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.

ES ITEM 2. DISCUSSION/ACTION – Deliberate the appointment, employment, evaluation, reassignment and/or duties of the City Manager.

ES ITEM 3. DISCUSSION/ACTION – Deliberate the appointment, employment, evaluation, reassignment and/or duties of the Police Chief.

B. Reconvene into Regular (Open) Session 9:48 PM – no announcement made

Richard Dormier, Mayor

Rachel Huber, Place One

Dean Oberg, Place Two

Doug Hunt, Place Four

David Griffin, Place Three

Michael Myers, Place Five

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

PL3 Griffin – mow Methodist Church property

PL4 Hunt – Check on Remote Capture for deposits

PL5 Myers – Discussion on meters for subdivisions

Mayor Dormier – water bill cut offs

\* CM Pam Woodall announced the passing of Dana Argumaniz City Secretary of Red Oak, after a long battle with Cancer.

**ADJOURNMENT**

PL2 Oberg moved to adjourn the meeting of October 13, 2020 seconded by PL4 Hunt. There being no further business, Mayor Dormier adjourned the meeting at 9:50 PM.

Recorded Vote:

PL1 Huber AYE

PL2 Oberg AYE

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

---

Richard Dormier, Mayor

ATTEST:

---

G Miller, City Secretary

***Approved November 9, 2020***

## AGENDA ITEM REPORT

### Item 1

Meeting Date: November 09, 2020

Discussion  Action

Submitted By: Staff

Reviewed By:  City Manager  City Secretary  City Attorney  
 Finance Director  Other: Staff

#### Attachments:

1. ESD #2 Interlocal Services Agreement FY2020-2021

#### Agenda Item / Topic:

**ITEM 1.** **DISCUSSION/ACTION** – Consideration of and action on an Interlocal Agreement to provide Emergency Services for Fire Protection and First Responder Services effective October 01, 2020 by and between Ellis County Emergency Services District No. 2 and the City of Ovilla, Texas, authorizing the Mayor to execute said Agreement.

#### Discussion / Justification:

Each year, the Emergency Services District #2 submits an Interlocal Agreement for the annual renewal for medical and fire protection. This year's Agreement is the same from last year with a few revisions: one-time sum payment and indemnification language revised by legal counsel.

#### *Article V Payments, Section 5.02* of the Agreement states:

ESD #2 contribution is the same as previous years - \$190,000 in two payments.

\$95,000 due March 15, 2021

\$95,000 due September 15, 2021

Additionally, the ESD #2 will pay to Ovilla a one-time sum of \$40,000 within 30-days after receiving the City's written confirmation of the purchase of bunker gear. The gear must equal or exceed \$40,000 to receive the full one-time payment.

#### Recommendation / Staff Comments:

Staff recommends approval.

#### Sample Motion(s):

I move to approve/deny an Interlocal Agreement to provide Emergency Services for Fire Protection and First Responder Services effective October 01, 2020 by and between Ellis County Emergency Services District No. 2 and the City of Ovilla, Texas, authorizing the Mayor to execute said Agreement.

# **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, 20207, 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, and subject to the last sentence of this section, 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. Nothing in this Section 4.02 or any other provision of this Agreement shall require, or be deemed or construed as having required, either party to assess or collect revenue or to create a sinking fund to satisfy any indemnification obligation under this Agreement.

#### **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, 2021~~8, 2018~~; and
- 2) A Final payment of \$95,000 due September 15, 2021~~8~~.

B. In further consideration of City providing the Emergency Services under this Agreement, District will pay to City a one-time sum of \$40,000 within 30 days after receiving the City's written confirmation of the purchase of bunker gear. ~~thermal imager and gas monitor(s)~~ The

total price for the bunker gear ~~thermal imager and gas monitor~~ must equal or exceed \$40,000 in order for the City to receive the full amount of the one-time payments.

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, 20207 to September 30, 20218, 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](tel: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 \_\_\_\_\_, 20207.

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

## AGENDA ITEM REPORT

### Item 2

Meeting Date: November 09, 2020

Discussion  Action

Submitted By: Staff

Reviewed By:  City Manager  City Secretary  City Attorney  
 Finance Director  Other: Staff

#### Attachments:

1. Quote from Delta
2. ESD #2 Contract (excerpt of Section 5.01)

#### Agenda Item / Topic:

ITEM 2. DISCUSSION/ACTION – Consideration of and action on the purchase of bunker gear, a reimbursable expense through the ESD #2 Annual Contract.

#### Discussion / Justification:

The Fire Department has rented 16-sets of gear for the past year to ensure our Firefighters are protected. Initially, we hoped to receive grant funds, however, notification was given that Ovilla was not awarded.

The funds have been secured through the Emergency Service District #2 that we service as part of our contract - Section 5.01 Payments (B) identified in the contract. The District has agreed to pay \$40,000.00 on top of the base contract amount, to go towards the bunker gear purchase and will be given to the city after they are provided with proof of purchase from the city.

We have included 4 more sets in this purchase for a total of 20 sets, that will cost us an additional \$3,427.73, that is in our PPE budget and this will set us back on pace for our replacement program.

Cost to the City:

- \$43,427.73

Reimbursed from ESD #2

- \$40,000.00

#### Recommendation / Staff Comments:

Staff recommends approval.

#### Sample Motion(s):

I move to approve/deny the purchase of bunker gear, a reimbursable expense through the ESD #2 Annual Contract.



# Quote

Date	Estimate #
Oct-22-2020	CY06302020B

## Name / Address

Ovilla FD  
Brandon Kennedy  
105 S. Cockrell Hill Rd  
Ovilla, TX 75154

## Project

Part Number	Description	Qty	Cost	Total
Honeywell NON	HONEYWELL TXOVIL00018, EDGE PIONEER GOLD COAT, S5074BGCD-S50 74BG, LIST PRICE = \$3063.04	20	\$1,271.17	\$25,423.40 Non
Honeywell NON	HONEYWELL TXOVIL00019, EDGE PIONEER GOLD PANTS, 3874BGCD-S38 74BG, LIST PRICE = \$2169.20	20	\$900.2165	\$18,004.33 Non
FREIGHT- To Invoice	Shipping & Handling Cost Pre Pay & Add	1	\$0.00	\$0.00 Non
Sale	HGAC EMERGENCY PREPAREDNESS & SAFETY CONTRACT EP11-17	1	\$0.00	\$0.00 Non
			0.00%	\$0.00
quote expires : next price increase				
			<b>TOTAL</b>	\$43,427.73

**Excerpt 5.01 and 5.02**

**Preparation of Budget.**

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.

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

**Payments to City.**

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:

Initial payment of \$95,000 due March 15, 2021; and

A Final payment of \$95,000 due September 15, 2021.

In further consideration of City providing the Emergency Services under this Agreement, District will pay to City a one-time sum of \$40,000 within 30 days after receiving the City's written confirmation of the purchase of bunker gear. The total price for the bunker gear must equal or exceed \$40,000 in order for the City to receive the full amount of the one-time payments.

## AGENDA ITEM REPORT

### Item 3

Meeting Date: November 09, 2020

Discussion  Action

Submitted By: Staff

Reviewed By:  City Manager

City Secretary

City Attorney

Finance Director

Other: Staff

#### Attachments:

1. Ovilla FD LIFEPAK 15 Quote - \$43,819.40
2. Ovilla FD Lucas Quote - \$15,871.30
3. Ovilla City Facilities AED Quote - \$11,932.64 (2-for patrol vehicles, 1-police building, 1-Public Works and 1-city admin)
4. CARES ACT LP15 Customer Letter
5. CARES ACT AED Customer Letter
6. LIFEPAK 15 Brochure
7. LIFEPAK 15 Why 360 Joules
8. Lucas Brochure
9. AED Brochure
10. AHA COVID Guidance for BLS and ALS
11. DoD COVID – 19 Practice Management Guide Pg. 28, 29 and 67
12. Coronavirus Relief Fund Guidance

#### Agenda Item / Topic:

ITEM 3. DISCUSSION/ACTION – Consideration of and action on the purchase of medical equipment with total reimbursement through the CARES ACT FUNDS (CRF).

#### Discussion / Justification:

Use of CARES ACT FUND (CRF) to purchase a new LIFEPAK 15, a LUCAS 3 Chest Compression System Device, and AED's for Patrol Cars and City Facilities

To increase our capability to respond to multiple calls within our city, the purchase of a LIFEPAK 15 is needed. Currently we have a LIFEPAK 15 that is coming to the end of its life cycle, and it is said that the next version will be coming out in as little as 6 months from now. We do have a second that is a LIFEPAK 12, and they are no longer servicing this machine. With the pandemic going on, the use of two LIFEPAK's is needed so that we can properly respond to secondary calls as well as decontaminate and maintain one after use. This machine is how we look and see if a patient is having a heart attack, it allows paramedics to shock a patient that is in a deadly heart rhythm, and monitors their oxygen saturation as well as carbon monoxide levels in the body.

The LUCAS Device is a chest compression system that allows minimal contact from responders during CPR and has proven to be more effective than manual compressions.

AED's are first line defense for city employees or customers on our premises, that have become unresponsive due to a heart attack or a lethal heart rhythm, and with little training can be used by anyone.

By purchasing this equipment now, we can utilize CARES ACT FUNDS to reimburse the city, taking all measures to reduce the spread of Covid-19, and bring our availability of providing life saving measures to a more expedient level.

Below are excerpts from the CRF Guidance documents from TDEM for reimbursement validation.

- As with all uses of payments from the Fund, the use of payments to acquire or improve property is limited to that which is necessary due to the COVID-19 public health emergency. In the context of acquisitions of real estate and **acquisitions of equipment**, **this means that the acquisition itself must be necessary. In particular, a government must (i) determine that it is not able to meet the need arising from the public health emergency in a cost-effective manner by leasing property or equipment or by improving property already owned and (ii) maintain documentation to support this determination.** Likewise, an improvement, such as the installation of modifications to permit social distancing, would need to be determined to be necessary to address the COVID-19 public health emergency.
- Nonexclusive examples of eligible expenditures Eligible expenditures include, but are not limited to, payment for:
  - **Medical expenses such as:**
    - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
    - Expenses of establishing temporary public medical facilities **and other measures to increase COVID-19 treatment capacity**, including related construction costs.
    - Costs of providing COVID-19 testing, including serological testing.
    - **Emergency medical response expenses**, including emergency medical transportation, related to COVID-19.
    - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.

**Public health expenses such as:**

- Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
- Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
- Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
- Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
- **Expenses for public safety measures undertaken in response to COVID-19.**
- Expenses for quarantining individuals.

**Cost Summary:**

- LP15 – \$43,819.40 – Capital purchase under COVID
- Lucas – \$15,871.30 – Capital purchase under COVID
- AED – \$11,932.64 – Under COVID supplies expense: Police, Admin, Public Works
- **Total – \$71,623.34**

**FINANCIAL IMPACT:**

The CARES Act requires that payment be used only to cover costs that were not accounted for in the budget. Additionally, CARES Act provide that payments from the FUND may only be used to cover costs that incurred during the period that begins on March 01, 2020 and ends on December 30, 2020.

The City has \$207,500 allotted from the CARES ACT FUNDS (CRF) for COVID related expenses. To date, the City has received \$43,000.

None of these items are budgeted but qualify under COVID expenses (for reimbursement) line item in the 2020 Budget. The first two items are capital purchases. The AEDs will fall under regular expenses based on cost.

**OPTION:**

If approved, Fire Department has the funds in other expense accounts that can cover the immediate expense until reimbursement from CRF and budget amendments are done.

**Recommendation / Staff Comments:**

Staff recommends approval.

**Sample Motion(s):**

I move to approve/deny the purchase of medical equipment with total reimbursement through the CARES ACT FUND (CRF), and direct staff to return with an ordinance for budget amendments.



## Ovilla FD LP15

Quote Number: 10204186

Remit to:

**Stryker Medical**

P.O. Box 93308

Version: 1

Chicago, IL 60673-3308

Prepared For: OVILLA FIRE DEPT

Rep:

Gary Montana

Attn:

Email:

gary.montana@stryker.com

Phone Number: (817) 846-0415

Quote Date: 10/23/2020

Expiration Date: 01/21/2021

### Delivery Address

### End User - Shipping - Billing

### Bill To Account

Name: OVILLA FIRE DEPT	Name: OVILLA FIRE DEPT	Name: OVILLA FIRE DEPT
Account #: 1323444	Account #: 1323444	Account #: 1323444
Address: 105 COCKRELL HILL RD	Address: 105 COCKRELL HILL RD	Address: 105 COCKRELL HILL RD
OVILLA	OVILLA	OVILLA
Texas 75154	Texas 75154	Texas 75154

### Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001958	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Temp, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	1	\$32,774.60	\$32,774.60
2.0	41577-000290	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment; Temperature Adapter Cable, 5ft	1	\$0.00	\$0.00
3.0	11577-000004	Station Battery Charger - For the LP15	1	\$1,685.60	\$1,685.60
4.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	4	\$424.84	\$1,699.36
5.0	11171-000082	Masimo™;RC Patient Cable - EMS, 4 FT.	1	\$215.00	\$215.00
6.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	1	\$550.40	\$550.40
7.0	11171-000050	Masimo™Rainbow™ DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	1	\$606.30	\$606.30
8.0	11160-000011	NIBP Cuff-Reusable, Infant	1	\$19.78	\$19.78
9.0	11160-000013	NIBP Cuff-Reusable, Child	1	\$22.36	\$22.36
10.0	11160-000017	NIBP Cuff -Reusable, Large Adult	1	\$30.96	\$30.96
11.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	1	\$43.86	\$43.86
12.0	11140-000078	Temperature Adapter Cable- 5ft	1	\$328.52	\$328.52
13.0	11996-000359	Temperature Sensor, Skin Probe, High Dielectric, Disposable (box of 20)	1	\$125.56	\$125.56



## Ovilla FD LP15

Quote Number: 10204186

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Version: 1

Rep: Gary Montana

Prepared For: OVILLA FIRE DEPT

Email: gary.montana@stryker.com

Attn:

Phone Number: (817) 846-0415

Quote Date: 10/23/2020

Expiration Date: 01/21/2021

#	Product	Description	Qty	Sell Price	Total
14.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	1	\$289.82	\$289.82
15.0	11220-000028	LIFEPAK 15 Carry case top pouch	1	\$52.46	\$52.46
16.0	11260-000039	LIFEPAK 15 Carry case back pouch	1	\$74.82	\$74.82
Equipment Total:					\$38,519.40

### Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
50994-000107	Trade in of LIFEPAK 12 Biphasic 3 features towards the purchase of a Stryker device	1	-\$1,900.00	-\$1,900.00

### ProCare Products:

#	Product	Description	Qty	Sell Price	Total
18.1	78000008	On Site Prevent for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Temp, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	1	\$7,200.00	\$7,200.00
ProCare Total:					\$7,200.00

### Price Totals:

Grand Total:	\$43,819.40
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Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.



## Ovilla FD LP15

Quote Number: 10204186

Remit to: **Stryker Medical**

P.O. Box 93308

Version: 1

Chicago, IL 60673-3308

Prepared For: OVILLA FIRE DEPT

Rep: Gary Montana

Attn:

Email: gary.montana@stryker.com

Phone Number: (817) 846-0415

Quote Date: 10/23/2020

Expiration Date: 01/21/2021

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AUTHORIZED CUSTOMER SIGNATURE

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**Confidentiality Notice:** Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

**Terms:** Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

**Cancellation and Return Policy:** In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.



## Ovilla FD Lucas x1

Quote Number: 10277100

Remit to: **Stryker Medical**

P.O. Box 93308

Version: 1

Chicago, IL 60673-3308

Prepared For: OVILLA FIRE DEPT

Rep: Gary Montana

Attn:

Email: gary.montana@stryker.com

Phone Number: (817) 846-0415

Quote Date: 10/29/2020

Expiration Date: 01/27/2021

### Delivery Address

### End User - Shipping - Billing

### Bill To Account

Name: OVILLA FIRE DEPT	Name: OVILLA FIRE DEPT	Name: OVILLA FIRE DEPT
Account #: 1323444	Account #: 1323444	Account #: 1323444
Address: 105 COCKRELL HILL RD	Address: 105 COCKRELL HILL RD	Address: 105 COCKRELL HILL RD
OVILLA	OVILLA	OVILLA
Texas 75154	Texas 75154	Texas 75154

### Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	\$13,923.40	\$13,923.40
2.0	11576-000060	LUCAS Desk-Top Battery Charger	1	\$1,062.10	\$1,062.10
3.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1	\$649.30	\$649.30
4.0	11576-000046	LUCAS Disposable Suction Cup (3 pack)	1	\$127.28	\$127.28
5.0	11576-000089	LUCAS Grip Tape for Slim Back Plate	1	\$25.80	\$25.80
6.0	21576-000074	LUCAS Stabilization Strap	1	\$83.42	\$83.42
Equipment Total:					\$15,871.30

### Price Totals:

Grand Total: \$15,871.30

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.



## Ovilla FD Lucas x1

Quote Number: 10277100

Remit to: **Stryker Medical**

P.O. Box 93308

Version: 1

Chicago, IL 60673-3308

Prepared For: OVILLA FIRE DEPT

Rep: Gary Montana

Attn:

Email: gary.montana@stryker.com

Phone Number: (817) 846-0415

Quote Date: 10/29/2020

Expiration Date: 01/27/2021

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## 5 AEDS-3 CR2's 2 LP1000's

Quote Number: 10278538

Remit to:

**Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Version: 1

Rep:

Angela Marshall

Prepared For: OVILLA FIRE DEPT

Email:

angela\_marshall@stryker.com

Attn:

Phone Number: (214) 718-2134

Quote Date: 11/02/2020

Expiration Date: 01/31/2021

### Delivery Address

### End User - Shipping - Billing

### Bill To Account

Name: OVILLA FIRE DEPT	Name: OVILLA FIRE DEPT	Name: OVILLA FIRE DEPT
Account #: 1323444	Account #: 1323444	Account #: 1323444
Address: 105 COCKRELL HILL RD	Address: 105 COCKRELL HILL RD	Address: 105 COCKRELL HILL RD
OVILLA	OVILLA	OVILLA
Texas 75154	Texas 75154	Texas 75154

### Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99512-001264	LIFEPAK CR2 Defibrillator, Fully Automatic, WIFI, English, handle, 8 year warranty. Includes 1 PR QUIK-STEP electrodes and 1 battery (4 years each), LIFELINKcentral AED Program Manager Basic Account, USB cable, Operating Instructions	5	\$2,091.00	\$10,455.00
2.0	11101-000021	QUIK-STEP pacing/ECG/defibrillation electrodes, 4 year. Includes electrode cover, 1 set of adult/ pediatric electrodes, LPCR2	5	\$118.90	\$594.50
3.0	11996-000441	AED Wall Cabinet, Rotaid Plus, with Alarm, White	3	\$294.38	\$883.14
Equipment Total:					\$11,932.64

### Price Totals:

Grand Total: \$11,932.64

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

**stryker**

**5 AEDS-3 CR2's 2 LP1000's**

Quote Number: 10278538

Remit to: **Stryker Medical**

P.O. Box 93308

Version: 1

Chicago, IL 60673-3308

Prepared For: OVILLA FIRE DEPT

Rep: Angela Marshall

Attn:

Email: [angela\\_marshall@stryker.com](mailto:angela_marshall@stryker.com)

Phone Number: (214) 718-2134

Quote Date: 11/02/2020

Expiration Date: 01/31/2021

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AUTHORIZED CUSTOMER SIGNATURE

**Deal Consummation:** This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

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June 8, 2020

Dear valued customer,

Based on the required regulatory applicability of certain products during the COVID-19 pandemic, please review the following information regarding Stryker's LIFEPAK® 15 monitor/defibrillator.

Designed with advanced clinical capabilities, ease of use, and durability, some key monitoring functions of the LIFEPAK 15 that are applicable to COVID-19 patients include:

- SpO<sub>2</sub>
- Temperature
- Waveform capnography/EtCO<sub>2</sub>
- Blood pressure
- ECG

**SpO<sub>2</sub> monitoring:** COVID-19 patients requiring emergency treatment are typically hypoxic. Many are hypoxic without other associated symptoms and therefore monitoring SpO<sub>2</sub> is critical to determine a baseline and if oxygen therapy, proning and other treatments are effective in treating hypoxia.<sup>1</sup>

**Temperature monitoring:** Temperature monitoring is indicated for use in patients who require continuous monitoring of body temperature.

**Waveform capnography/EtCO<sub>2</sub> monitoring:** Waveform capnography is recommended for all patients needing intubation to confirm correct placement and for ongoing monitoring. The American Heart Association gives waveform capnography monitoring a Class 1 recommendation as the most reliable method of confirming and monitoring correct placement.<sup>2</sup> The European Resuscitation Council Guidelines support the use of waveform capnography for confirming placement and monitoring.<sup>3</sup>

**Blood pressure monitoring:** Both invasive and non-invasive blood pressure monitoring are available on the LIFEPAK 15 based on the critical needs of the patient.

**ECG monitoring:** In addition, there is some early indication that COVID-19 patients may be at increased risk for ventricular arrhythmias due to the viral impact on myocardial function. Drugs used to treat COVID-19 can prolong the QT interval, placing them at increased risk for R on T induced VF.<sup>4</sup>

Please visit [strykeremergencycare.com](http://strykeremergencycare.com) for more information on the LIFEPAK 15.

Sincerely,



Chris Walsh  
Director of Marketing



Blaine Krusor, MBA, BSN, CCDS  
Sr. Clinical Marketing Manager

<sup>1</sup> <https://science.sciencemag.org/content/368/6490/455>, <https://emcrit.org/pulmcrit/happy-hypoxemia-physiology/>, <https://www.livescience.com/silent-hypoxia-killing-covid-19-coronavirus-patients.html>

<sup>2</sup> Link MS, Berkow LC, Kudenchuk PJ, et al. Part 7: adult advanced cardiovascular life support: 2015 American Heart Association Guidelines Update for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care. *Circulation*. 2015;132(suppl 2): S444-S464.

<sup>3</sup> Soar J, Nolan JP, Bottiger BW, et al. European Resuscitation Council Guidelines for Resuscitation 2015. Section 3. Adult advanced life support. *Resuscitation*. 2015;95:100-147.

<sup>4</sup> Simpson TF, Kovacs RJ, Stecker EC, et al. Ventricular arrhythmia risk due to hydroxychloroquine-azithromycin treatment for COVID-19. Am. College of Cardiology- *Cardiology Magazine*. Article summary. March 29, 2020.

August 5, 2020

Dear valued customer,

Based on the required regulatory applicability of certain products during the COVID-19 pandemic, please review the following information regarding Stryker's LIFEPAK® CR2 defibrillator, LIFEPAK 1000 defibrillator and HeartSine® Connected AEDs.

These devices are designed with your organization in mind, ensuring ease of use, durability and advanced CPR technology. AEDs are an important tool to have when treating out-of-hospital sudden cardiac arrests.

Some key benefits of these devices that are applicable to the COVID-19 pandemic include:

- Remote monitoring capabilities: Since many organizations are working remotely and not in the facility where their AEDs are deployed, remote monitoring is particularly valuable during the COVID-19 pandemic (applicable for connected devices with LIFELINKcentral™ AED Program Manager only).
- Readiness for essential businesses: All Stryker AEDs perform regular self-tests and connected AEDs use the power of Wi-Fi® to provide readiness information.
- ECG monitoring (only applicable to LIFEPAK 1000 with optional 3-lead ECG monitoring): In addition, there is some early indication that COVID-19 patients may be at increased risk for myocardial injury due to the viral impact on cardiac function, especially in those with known heart disease.<sup>1</sup>

Please visit [strykeremergencycare.com](http://strykeremergencycare.com) for more information on the LIFEPAK CR2, LIFEPAK 1000 and HeartSine AEDs.

Sincerely,



Chris Walsh  
Director of Marketing

1. Bonow, RO, Fonarow, GC, O'Gara, PT, & Yancy, CW. Association of coronavirus disease 2019 (COVID-19) with myocardial injury and mortality. *JAMA Cardiology*. 2020;5(7):751-753. doi:10.1001/jamacardio.2020.1105.

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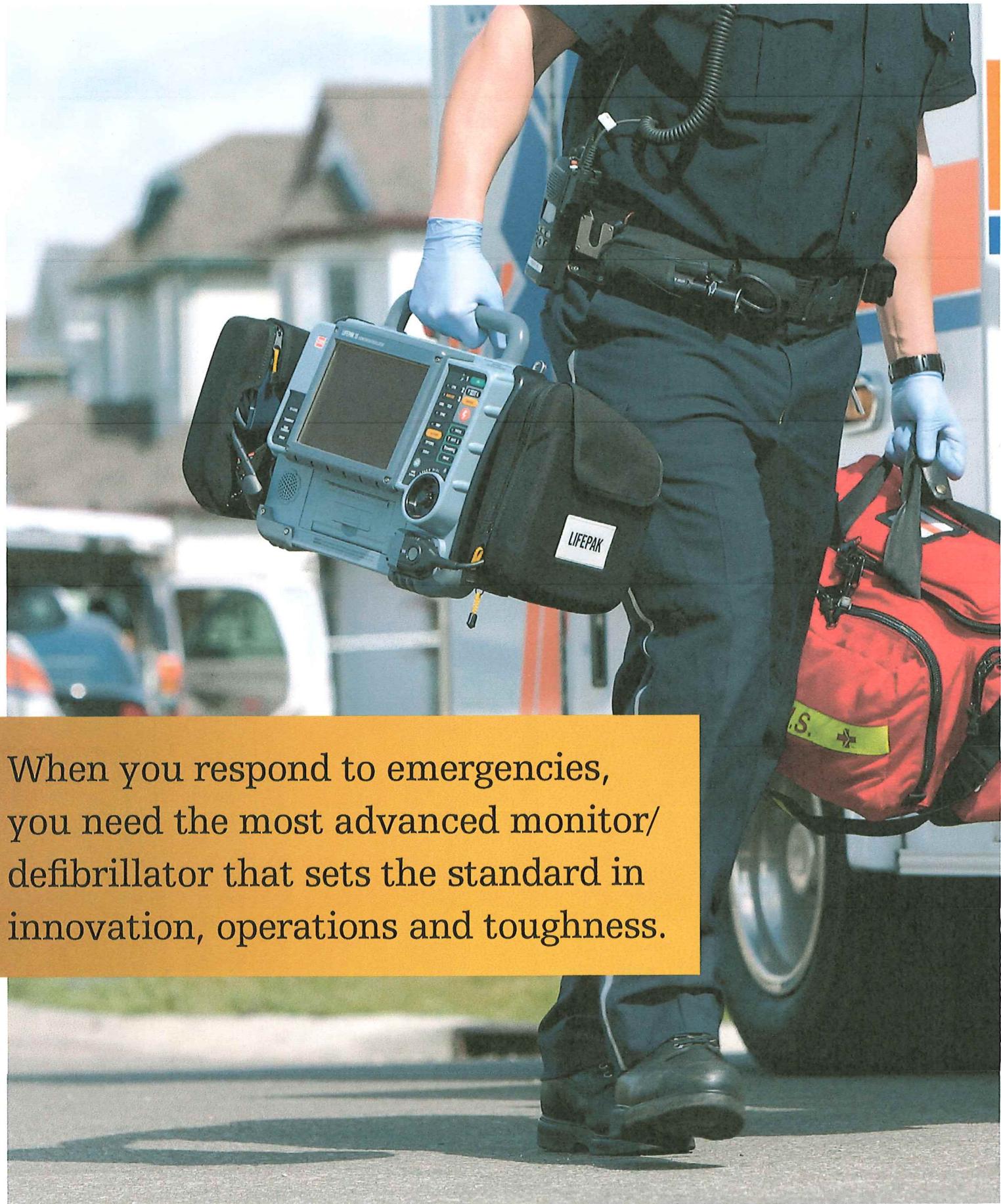
stryker

# LIFEPAK® 15

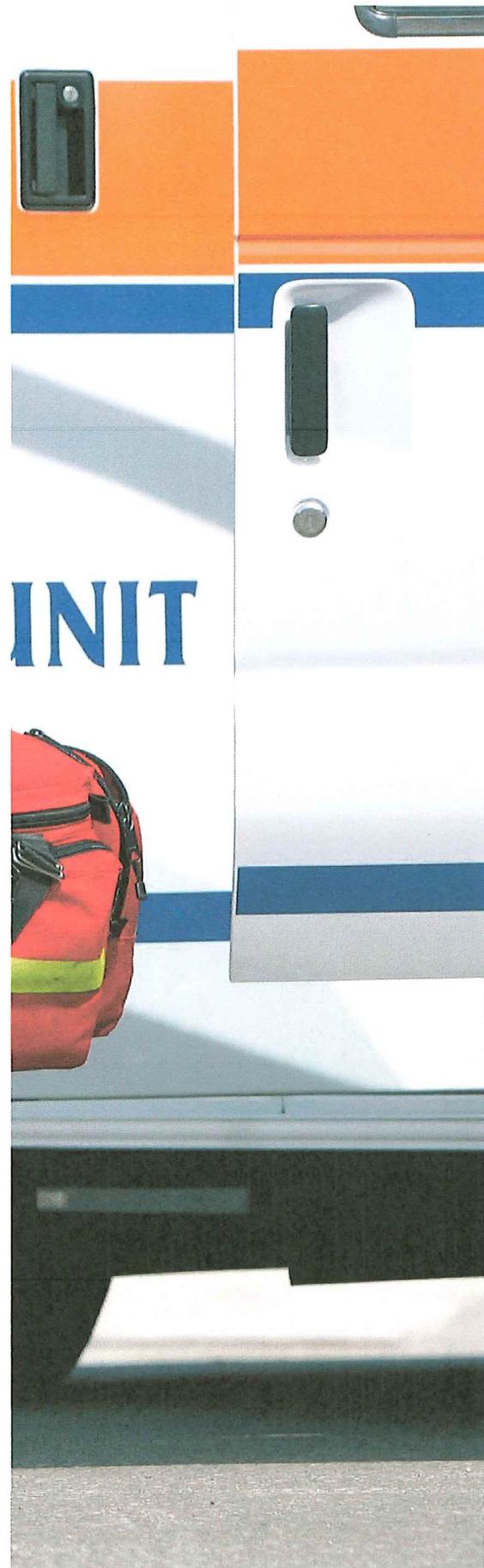
## monitor/defibrillator



For emergency medical services



When you respond to emergencies,  
you need the most advanced monitor/  
defibrillator that sets the standard in  
innovation, operations and toughness.



## The LIFEPAK 15 monitor/defibrillator delivers

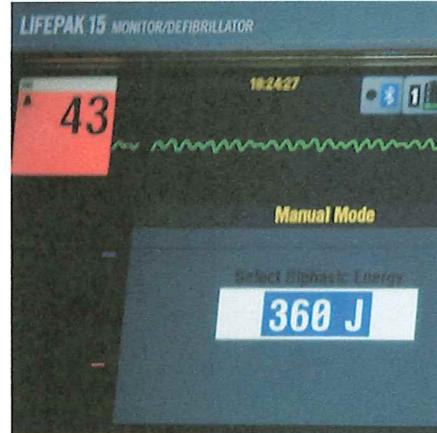
Physio-Control defibrillators have set the standard for six decades, and the latest version of the LIFEPAK 15 monitor/defibrillator raises the bar. As our most advanced emergency response monitor/defibrillator, the LIFEPAK 15 device balances sophisticated clinical technologies and supreme ease of use in a device that's tough enough to stand up to your most challenging environments. Evolving from its original platform, the LIFEPAK 15 features temperature monitoring and external power to complement 360J of energy and 12-lead ECG transmission capability. And that means your team can be even more effective.

A LIFEPAK device never stands on its own—and the LIFEPAK 15 monitor is no different. Physio-Control is committed to providing innovative solutions for emergency response care, from first responders to throughout the hospital.

**Our products have helped save tens of thousands of lives. We're proud to continue this work with the features in the LIFEPAK 15 monitor/defibrillator.**

## The standard in clinical innovation

The pioneer in portable defibrillation and monitoring technology, Physio-Control is committed to creating technologies and devices that change the way you provide emergency care. You can see the results in the latest version of the LIFEPAK 15 monitor/defibrillator, which sets the standard in innovation—yet again.



## Advanced monitoring parameters

With more monitoring capabilities than any other monitor/defibrillator, the LIFEPAK 15 gives you EtCO<sub>2</sub> with continuous waveform capture. Masimo® Rainbow® technology helps you detect hard-to-diagnose conditions



and improve patient care with noninvasive monitoring of carbon monoxide, SpO<sub>2</sub> and methemoglobin. In addition, the LIFEPAK 15 offers temperature monitoring—and like other data, you can transmit it to other systems, trend it, or display for post-event review in CODE-STAT™ data review software.

## Advanced support for treating cardiac patients

The LIFEPAK 15 continuously monitors all 12 leads in the background and alerts you to changes using the ST-Segment trend monitoring feature, after acquiring the initial 12-lead. Additionally, STJ values are included on the 12-lead printout to help you identify changes. The LIFEPAK 15 also works seamlessly with the web-based LIFENET System 5.0, so you can automatically share critical patient data with multiple patient care teams.

## Full energy up to 360 joules, for every patient who needs it

The LIFEPAK 15 monitor/defibrillator features 360J biphasic technology, which gives you the option of escalating your energy dose up to 360J for difficult-to-defibrillate patients. Why is this necessary? Recent studies have shown that refibrillation is common among VF cardiac arrest patients and that defibrillation of recurring episodes of VF is increasingly difficult. A randomized controlled clinical trial shows the rate of VF termination was higher with an escalating higher energy regimen of 200J and over.<sup>1</sup>

## Proven CPR guidance and post event review

The CPR Metronome in the LIFEPAK 15 monitor uses audible prompts to guide you without distracting vocal critique. A metronome has been a feature that has been demonstrated to help professionals perform compressions and ventilations within the recommended range of the 2015 AHA Guidelines. Post-event review of CPR data and delivering feedback to the team has been shown to be effective in improving CPR quality in both hospital and out-of-hospital.<sup>2,3,4</sup> And by transmitting code data directly to CODE-STAT Data Review software, EMS personnel can review CPR statistics and provide training and feedback where it is most needed.



**Post-event review of CPR data and delivering feedback to the team has been shown to be effective in improving CPR quality in both hospital and out-of-hospital.<sup>2,3,4</sup>**

# The standard in operational effectiveness

Flexible, connected and easy to use, the LIFEPAK 15 monitor/defibrillator was designed based on the feedback and needs specific to working in the field.

## **Dual-mode LCD screen with SunVue™ display**

Switch from full-color to high-contrast SunVue mode with a single touch for the best full-glare view in the industry. A large screen (8.4 inches diagonally) and full-color display provide maximum viewability from all angles.

## **Flexible power options**

Choose between external worldwide AC or DC power, or use the latest Lithium-ion dual battery technology for up to six hours of power. The LIFEPAK 15 monitor's two-battery system requires no maintenance or conditioning, and allows you to charge batteries in the device. In addition, you can track the status and service life of your batteries using LIFENET® Asset, part of the LIFENET System data network.

## **Data connectivity**

The LIFEPAK 15 collects code summaries and equipment status data along with critical clinical information as you treat patients. Using LIFENET Connect, part of the LIFENET System data network, the code summaries can be sent directly to your quality improvement team for review with CODE-STAT Data Review Software. Your equipment manager can also view equipment status on the LIFENET System 5.0 using LIFENET Asset and alert you to any potential issues.

## **Upgradable platform**

The LIFEPAK 15 platform is flexible enough to adapt to evolving protocols and new guidelines, and can be upgraded as you're ready to deliver new capabilities. With more processing power and speed, the LIFEPAK 15 is designed to grow as your needs change, helping you avoid costly premature replacements.

## **Attention to detail**

The LIFEPAK 15 monitor is designed based on field feedback to make it a more effective tool. The LIFEPAK 15 has a larger handle for easier handoffs, an easy to clean keypad, and a common interface to the LIFEPAK 12 defibrillator/monitor that helps reduce training.

**Code summaries can be sent directly to your quality improvement team for review with CODE-STAT Data Review Software.**

LIFEPAK 15 MONITOR/DEFIBRILLATOR

87

98

107  
85

70

12:13:00

1 2 200J

III x 1.0

SpO2

202  
SpO2

PHYSIO  
CONTROLS

12-LEAD

TRANSMIT

PRINTER

ON

ENERGY  
SELECT

ANALYZE

CHARGE

LEAD / S

SYN

PACER

RATE

CURRENT

USE

SPEED

in the presence  
of flammable gases  
For use by  
qualified personnel

# The standard in toughness

We believe LIFEPAK equipment should live up to the highest expectations of those working in the harshest settings. The LIFEPAK 15 is LIFEPAK TOUGH™, with improved ruggedness and durability you can rely on.

## Works when dropped, kicked, soaked or dirty

The LIFEPAK 15 monitor/defibrillator passes 30-inch drop tests, which is equal to falling off a cot or dropping it in transit. And with an IP44 rating, it doesn't matter how wet or dirty it gets, so you can keep working in steady wind, rain and other harsh environments.

## Toughened inside and out

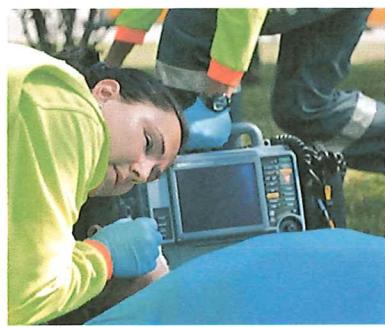
We heard from emergency response teams that they wanted a tougher device—so we added a shock-absorbing handle, a double-layer screen that can take a beating from doorknobs and cot handles, and redesigned cable connections for confident monitoring and therapy delivery.

## Unmatched field service

The unit's self-checking feature alerts our service team if the device needs attention. Our on site maintenance and repair, access to original manufacturer parts, and highly trained, experienced service representatives give you the peace of mind that your LIFEPAK 15 monitor will be ready when you need it.\*



Data connectivity



LIFEPAK TOUGH™



Dual-mode LCD screen with SunVue display

\*A variety of customized service options are available.



## LIFEPAK 15 monitor/defibrillator

The latest lithium-ion battery technology and dual battery system allows for nearly six hour run time, automatic switching between external power and batteries and an approximate two-year replacement cycle.

12-lead ECG transmissions via the LIFENET System and ST-Segment trend monitoring make the LIFEPAK 15 unit a vital part of decreasing EMS-to-balloon (E2B) response times.

Integrated carbon monoxide and methemoglobin monitoring.



On-screen temperature display in either Celsius or Fahrenheit.

Easy one-touch Bluetooth® data transmission.

LIFEPAK 15 MONITOR/DEFIBRILLATOR

HR  
80

SpO2  
99

CO2  
35

Temp  
37.0

NIBP  
120

93

mmHg

8:57

80

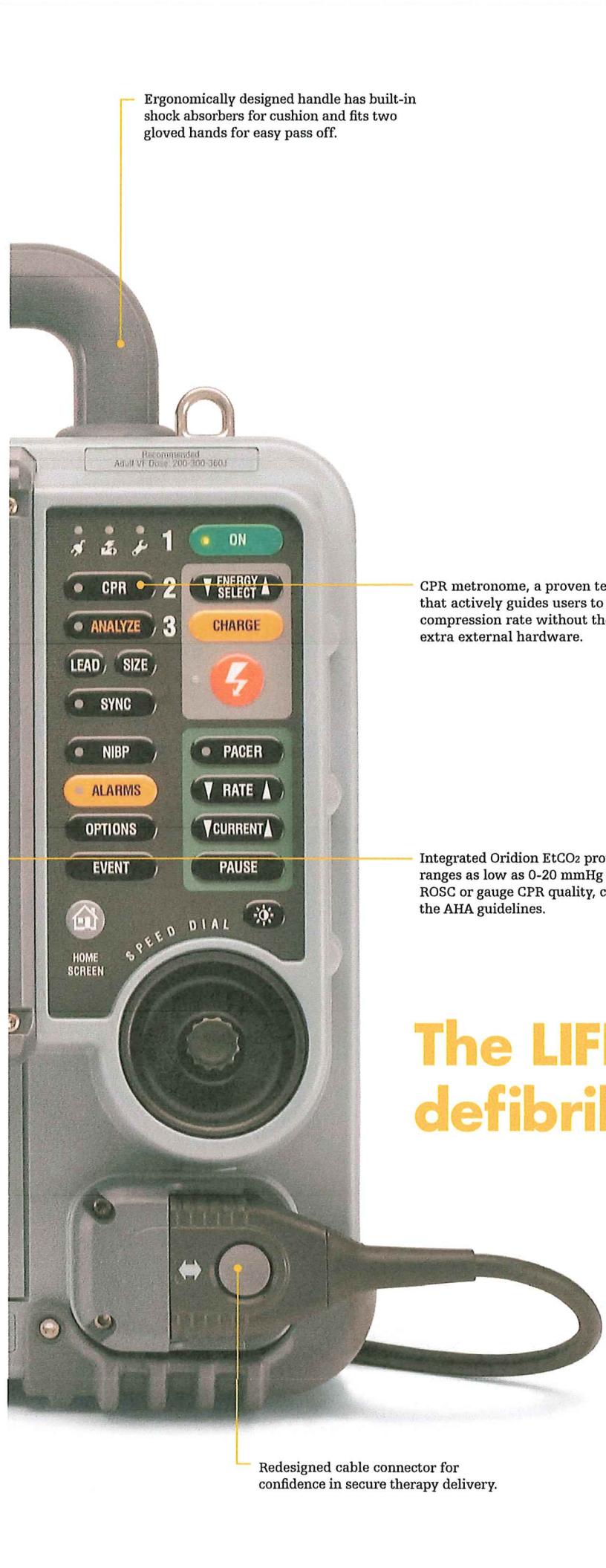
mmHg

CD2

6

DANGER Explosion hazard. Do not use in the presence of flammable gases.  
WARNING Hazardous electrical output. For use only by qualified personnel.

Large screen for better visibility and easy monitoring and one touch to switch from LCD color view to SunVue® mode for best viewing in sunlight.



Ergonomically designed handle has built-in shock absorbers for cushion and fits two gloved hands for easy pass off.

CPR metronome, a proven technology that actively guides users to a consistent compression rate without the need for extra external hardware.

Integrated Oridion EtCO<sub>2</sub> provides waveform ranges as low as 0-20 mmHg to help identify ROSC or gauge CPR quality, consistent with the AHA guidelines.

Redesigned cable connector for confidence in secure therapy delivery.

## The LIFEPAK 15 monitor/defibrillator at a glance



For six decades, Physio-Control has been developing technologies and designing devices that are legendary among first response professionals, clinical care providers, and the community.



## A legacy of trust

Since we were founded in 1955, Physio-Control has been giving medical professionals around the world legendary quality and constant innovation. Our LIFEPAK devices have been carried to the top of Mount Everest. They've been launched into orbit on the International Space Station. And you'll find more than half a million units in use today on fire rescue rigs, ambulances, and hospital crash carts worldwide.

We are inspired and informed by the rescuers who choose our products to save lives. The knowledge gained from working with some of the world's largest EMS organizations helps us constantly improve clinical standards and durability.

Today, we continue our legacy of innovation with leading technologies that improve patient care. Our 360J biphasic technology gives patients the best chance at survival. Our secure, web-based flow of ECG data helps improve STEMI patient outcomes. And our carbon monoxide monitoring helps catch the number one cause of poisoning deaths.

From the streets to the emergency room to the administrative office, we offer a powerful suite of solutions that range from code response to quality control analysis. And even as we bring ground-breaking products to the market, some things don't change. As always, when you choose our products, you don't just get a device. You also get the most comprehensive warranty in the business, industry-leading technical service, and a partner with six decades of experience in emergency care.

**For more information about the LIFEPAK 15 monitor/defibrillator—and how it can help you do what you do best—please contact your local Physio-Control representative or visit [www.physio-control.com](http://www.physio-control.com).**

## Specifications

### General

The LIFEPAK 15 monitor/defibrillator has six main operating modes:

**AED mode:** for automated ECG analysis and a prompted treatment protocol for patients in cardiac arrest.

**Manual mode:** for performing manual defibrillation, synchronized cardioversion, noninvasive pacing, and ECG and vital sign monitoring.

**Archive mode:** for accessing stored patient information.

**Setup mode:** for changing default settings of the operating functions.

**Service mode:** for authorized personnel to perform diagnostic tests and calibrations.

**Demo mode:** for simulated waveforms and trend graphs for demonstration purposes.

### Physical characteristics

#### Weight:

- Basic monitor/defibrillator with new roll paper and two batteries installed: 17.5 lb (7.9 kg)
- Fully featured monitor/defibrillator with new roll paper and two batteries installed: 18.5 lb (8.4 kg)

**Lithium-ion battery:** ≤1.3 lb (0.6 kg)

**Accessory bags and shoulder strap:** 3.9 lb (1.77 kg)

**Standard (hard) paddles:** 2.1 lb (0.95 kg)

**Height:** 12.5 in (31.7 cm)

**Width:** 15.8 in (40.1 cm)

**Depth:** 9.1 in (23.1 cm)

### Display

**Size (active viewing area):** 8.4 in (212 mm) diagonal; 6.7 in (171 mm) wide x 5.0 in (128 mm) high

**Resolution:** display type 640 dot x 480 dot color backlit LCD

**User selectable display mode:** full color or SunVue™ display high contrast

**Display:** a minimum of 5 seconds of ECG and alphanumerics for values, device instructions, or prompts

**Display:** up to three waveforms

**Waveform display sweep speed:** 25 mm/sec for ECG, SpO<sub>2</sub>, IP, and 12.5 mm/sec for CO<sub>2</sub>

### Data management

The device captures and stores patient data, events (including waveforms and annotations), and continuous waveform and patient impedance records in internal memory.

The user can select and print reports, and transfer the stored information via supported communication methods.

#### Report types:

- Three format types of CODE SUMMARY™ critical event record: short, medium, and long
- 12-lead ECG with STEMI statements
- Continuous Waveform (transfer only)
- Trend Summary
- Vital Sign Summary
- Snapshot

**Memory capacity:** Total capacity is 360 minutes of continuous ECG, 90 minutes of continuous data from all channels, or 400 single waveform events. Maximum memory capacity for a single patient includes up to 200 single waveform reports and 90 minutes of continuous ECG.

### Communications

The device is capable of transferring data records by wired or wireless connection. This device complies with Part 15 of the FCC rules, and its operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

- Serial Port RS232 communication + 12V available
- Limited to devices drawing maximum 0.5 A current
- Bluetooth® technology provides short-range wireless communication with other Bluetooth-enabled devices

### Monitor

#### ECG

**ECG is monitored via several cable arrangements:**

A 3-wire cable is used for 3-lead ECG monitoring. A 5-wire cable is used for 7-lead ECG monitoring. A 10-wire cable is used for 12-lead ECG acquisition. When the chest electrodes are removed, the 10-wire cable functions as a 4-wire cable.

Standard paddles or QUIK-COMBO pacing/defibrillation/ECG electrodes are used for paddles lead monitoring.

#### Frequency response:

- Monitor: 0.5 to 40 Hz or 1 to 30 Hz
- Paddles: 2.5 to 30 Hz
- 12-lead ECG diagnostic: 0.05 to 150 Hz

#### Lead selection:

- Leads I, II, III, (3-wire ECG cable)
- Leads I, II, III, AVR, AVL, and AVF acquired simultaneously (4-wire ECG cable)
- Leads I, II, III, AVR, AVL, and C lead acquired simultaneously (5-wire ECG cable)
- Leads I, II, III, AVR, AVL, V1, V2, V3, V4, V5, and V6 acquired simultaneously (10-wire ECG cable)

**ECG size:** 4, 3, 2.5, 2, 1.5, 1, 0.5, 0.25 cm/mV (fixed at 1 cm/mV for 12-lead)

#### Heart rate display:

- 20–300 bpm digital display
- Accuracy: ±4% or ±3 bpm, whichever is greater
- QRS Detection Range Duration: 40 to 120 msec
- Amplitude: 0.5 to 5.0 m

**Common mode rejection (CMRR):** ECG Leads: 90 dB at 50/60 Hz

#### SpO<sub>2</sub>/SpCO/SpMet

##### Sensors:

- MASIMO® sensors including RAINBOW® sensors
- NELLCOR® sensors when used with the MASIMO RED™ MNC adapter

#### SpO<sub>2</sub>

**Displayed saturation range:** <50% for levels below 50%; 50 to 100%

**Saturation accuracy:** 70–100% (0–69% unspecified)

##### Adults/pediatrics:

- ±2 digits (during no motion conditions)
- ±3 digits (during motion conditions)

Dynamic signal strength bar graph

Pulse tone as SpO<sub>2</sub> pulsations are detected

**SpO<sub>2</sub> update averaging rate user selectable:** 4, 8, 12 or 16 seconds

**SpO<sub>2</sub> sensitivity user selectable:** Normal, High

**SpO<sub>2</sub> measurement:** Functional SpO<sub>2</sub> values are displayed and stored

**Pulse rate range:** 25 to 240 bpm

**Pulse rate accuracy (adults/pediatrics):**

- ±3 digits (during no motion conditions)
- ±5 digits (during motion conditions)

Optional SpO<sub>2</sub> waveform display with autogain control

#### SpCO\*

**SpCO concentration display range:** 0 to 40%

**SpCO accuracy:** ±3 digits

#### SpMet\*

**SpMet saturation range:** 0 to 15.0%

**SpMet display resolution:** 0.1% up to 10%

**SpMet accuracy:** ±1 digit

#### NIBP

**Blood pressure systolic pressure range:** 30 to 255 mmHg

**Diastolic pressure range:** 15 to 220 mmHg

**Mean arterial pressure range:** 20 to 235 mmHg

**Units:** mmHg

**Blood pressure accuracy:** ±5 mmHg

**Blood pressure measurement time:** 20 seconds, typical (excluding cuff inflation time)

**Pulse rate range:** 30 to 240 pulses per minute

**Pulse rate accuracy:** ±2 pulses per minute or ±2%, whichever is greater

**Operation features initial cuff pressure:** User selectable, 80 to 180 mmHg

**Automatic measurement time interval:** User selectable, from 2 min to 60 min

**Automatic cuff deflation excessive pressure:** If cuff pressure exceeds 290 mmHg

**Excessive time:** If measurement time exceeds 120 seconds

#### CO<sub>2</sub>

**CO<sub>2</sub> range:** 0 to 99 mmHg (0 to 13.2 kPa)

**Units:** mmHg, %, or kPa

**Respiration rate accuracy:**

- 0 to 70 bpm: ±1 bpm
- 71 to 99 bpm: ±2 bpm

**Respiration rate range:** 0 to 99 breaths/minute

**Rise time:** 190 msec

**Response time:** 3.3 seconds (includes delay time and rise time)

**Initialization time:** 30 seconds (typical), 10–180 seconds

**Ambient pressure:** automatically compensated internally

**Optional display:** CO<sub>2</sub> pressure waveform

- Scale factors: Autoscale, 0–20 mmHg (0–4 Vol%), 0–50 mmHg (0–7 Vol%), 0–100 mmHg (0–14 Vol%)

#### Invasive pressure

**Transducer type:** Strain-gauge resistive bridge

**Transducer Sensitivity:** 5 μV/V/mmHg

**Excitation voltage:** 5 Vdc

**Connector:** Electro Shield: CXS 3102A 14S-6S

**Bandwidth:** Digital filtered, DC to 30 Hz (< -3db)

**Zero drift:** 1 mmHg/hr without transducer drift

**Zero adjustment:** ±150 mmHg including transducer offset

**Numeric accuracy:** ±1 mmHg or 2% of reading, whichever is greater, plus transducer error

**Pressure range:** -30 to 300 mmHg, in six user selectable ranges

#### Invasive pressure display

**Display:** IP waveform and numerics

**Units:** mmHg

**Labels:** P1 or P2, ART, PA, CVP, ICP, LAP (user selectable)

#### Temperature

**Range:** 76.6° to 113.4°F (24.8° to 45.2°C)

**Resolution:** 0.1°C

**Accuracy:** ±0.2°C including sensor

**Reusable temperature cable:** 5 foot or 10 foot

**Disposable sensor types:** Surface-Skin; Esophageal/Rectal

#### Trend

**Time scale:** Auto, 30 minutes, 1, 2, 4, or 8 hours

**Duration:** Up to 8 hours

**ST segment:** After initial 12-lead ECG analysis, automatically selects and trends ECG lead with the greatest ST displacement

**Display choice of:** HR, PR (SpO<sub>2</sub>), PR (NIBP), SpO<sub>2</sub> (%), SpCO (%), SpMet (%), CO<sub>2</sub> (EtCO<sub>2</sub>/FiCO<sub>2</sub>), RR (CO<sub>2</sub>), NIBP, IP1, IP2, ST

#### Alarms

**Quick set:** Activates alarms for all active vital signs

**VF/VT alarm:** Activates continuous (CPSS) monitoring in Manual mode

**No breath alarm:** Occurs when 30 seconds has elapsed since last detected respiration

**Heart rate alarm limit range:** Upper, 100–250 bpm; lower, 30–150 bpm

#### Interpretive algorithm

**12-Lead interpretive algorithm:** University of Glasgow 12-Lead ECG Analysis Program, includes AMI and STEMI statements

#### Printer

Prints continuous strip of the displayed patient information and reports

**Paper size:** 3.9 in (100 mm)

**Print speed:** 25 mm/sec or 12.5 mm/sec

- Optional: 50 mm/sec time base for 12-lead ECG reports

**Delay:** 8 seconds

**Autoprint:** Waveform events print automatically

**Frequency response:**

- Diagnostic: 0.05 to 150 Hz or 0.05 to 40 Hz
- Monitor: 0.67 to 40 Hz or 1 to 30 Hz

## Defibrillator

**Biphasic waveform:** Biphasic Truncated Exponential

**The following specifications apply from 25 to 200 ohms, unless otherwise specified:**

**Energy accuracy:**  $\pm 1$  joule or 10% of setting, whichever is greater, into 50 ohms,  $\pm 2$  joules or 15% of setting, whichever is greater, into 25-175 ohms.

**Voltage compensation:** Active when disposable therapy electrodes are attached. Energy output within  $\pm 5\%$  or  $\pm 1$  joule, whichever is greater, of 50 ohms value, limited to the available energy which results in the delivery of 360 joules into 50 ohms.

**Paddle options:** QUIK-COMBO® pacing/defibrillation/ECG electrodes (standard). Cable Length 8 foot long (2.4 m) QUIK-COMBO cable (not including electrode assembly).

Standard paddles (optional)

## Manual mode

**Energy select:** 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 70, 100, 125, 150, 175, 200, 225, 250, 275, 300, 325, and 360 joules

**Charge time:** Charge time to 360 joules in less than 10 seconds, typical

**Synchronous cardioversion:** Energy transfer begins within 60 msec of the QRS peak

**Paddles leads off sensing:** When using QUIK-COMBO electrodes, the device indicates Paddles Leads Off if the resistive part of the patient impedance is greater than  $300 \pm 15\%$  ohms, or if the magnitude of the patient impedance is greater than  $440 \pm 15\%$  ohms.

## AED Mode

**Shock Advisory System™ (SAS):** an ECG analysis system that advises the operator if the algorithm detects a shockable or non-shockable ECG rhythm. SAS acquires ECG via therapy electrodes only.

**Shock ready time:** Using a fully charged battery at normal room temperature, the device is ready to shock within 20 seconds if the initial rhythm finding is "SHOCK ADVISED"

**Biphasic output:** Energy Shock levels ranging from 150-360 joules with same or greater energy level for each successive shock

**cprMAX™ Technology:** In AED mode, cprMAX™ technology provides a method of maximizing the CPR time that a patient receives, with the overall goal of improving the rate of survival of patients treated with AEDs.

## Setup options:

- Auto Analyze: Allows for auto analysis. Options are OFF, AFTER 1ST SHOCK
- Initial CPR: Allows the user to be prompted for CPR for a period of time prior to other activity. Options are OFF, ANALYZE FIRST, CPR FIRST
- Initial CPR Time: Time interval for Initial CPR. Options are 15, 30, 45, 60, 90, 120, and 180 seconds.
- Pre-Shock CPR: Allows the user to be prompted for CPR while the device is charging. Options are OFF, 15, 30 seconds.
- Pulse Check: Allows the user to be prompted for a pulse check at various times. Options are ALWAYS, AFTER EVERY SECOND NSA, AFTER EVERY NSA, NEVER
- Stacked Shocks: Allows for CPR after 3 consecutive shocks or after a single shock. Options are OFF, ON
- CPR Time: 1 or 2 User selectable times for CPR. Options are 15, 30, 45, 60, 90, 120, 180 seconds and 30 minutes.

## Pacer

**Pacing mode:** Demand or non-demand rate and current defaults

**Pacing rate:** 40 to 170 PPM

**Rate accuracy:**  $\pm 1.5\%$  over entire range

**Output waveform:** Monophasic, truncated exponential current pulse ( $20 \pm 1$  ms)

**Output current:** 0 to 200 mA

**Pause:** Pacing pulse frequency reduced by a factor of 4 when activated

**Refractory period:** 180 to 280 msec (function of rate)

## Environmental

**Unit meets functional requirements during exposure to the following environments unless otherwise stated.**

**Operating temperature:** 32° to 113°F (0° to 45°C); -4°F (-20°C) for 1 hour after storage at room temperature; 140°F (60°C) for 1 hour after storage at room temperature

**Storage temperature:** -4° to 149°F (-20° to 65°C) except therapy electrodes and batteries

**Relative humidity, operating:** 5 to 95%, non-condensing. NIBP: 15 to 95%, non-condensing

**Relative humidity, storage:** 10 to 95%, non-condensing

**Atmospheric pressure, operating:** -1,253 to 15,000 ft (-382 to 4,572 m). NIBP: -500 to 10,000 ft (-152 to 3,048 m)

**Water resistance, operating:** IP44 (dust and splash resistance) per IEC 529 and EN 1789 (without accessories except for 12-lead ECG cable, hard paddles, and battery pack)

**Vibration:** MIL-STD-810E Method 514.4, Propeller Aircraft - category 4 (figure 514.4-7 spectrum a), Helicopter - category 6 (3.75 Grms), Ground Mobile - category 8 (3.14 Grms), EN 1789: Sinusoidal Sweep, 1 octave/min, 10-150 Hz,  $\pm 0.15$  mm/2 g

**Shock (drop):** 5 drops on each side from 18 inches onto a steel surface EN 1789: 30-inch drop onto each of 6 surfaces

**Shock (functional):** Meets IEC 60068-2-27 and MIL-STD-810E shock requirements 3 shocks per face at 40 g, 6 ms half-sine pulses

**Bump:** 1000 bumps at 15 g with pulse duration of 6 msec

**Impact, non-operating:** EN 60601-1 0.5 + 0.05 joule impact UL 60601-1 6.78 Nm impact with 2-inch diameter steel ball. Meets IEC62262 protection level IK 04.

**EMC:** EN 60601-1-2:2006 Medical Equipment -General Requirements for Safety - Collateral

**Standard:** Electromagnetic Compatibility - Requirements and Tests EN 60601-2-4:2003: (Clause 36) Particular Requirements for the Safety of Cardiac Defibrillators and Cardiac Defibrillator-Monitors

**Cleaning:** Cleaning 20 times with the following: Quaternary ammonium, isopropyl alcohol, hydrogen peroxide

**Chemical resistance:** 60 hour exposure to specified chemicals: Betadine (10% Povidone-Iodine solution), Coffee, Cola, Dextrose (5% Glucose solution), Electrode Gel/Paste (98% water, 2% Carbopol 940), HCl (0.5% solution, pH=1), Isopropyl Alcohol, NaCl solution (0.9% solution), Cosmetic discoloration of the paddle well shorting bar shall be allowed following exposure to HCl (0.5% solution).

## Power

**Power adapters:** AC or DC

Power Adapters provide operation and battery charging from external AC or DC power

- Full functionality with or without batteries when connected to external AC/DC
- Typical battery charge time while installed in LIFEPAK 15 device is 190 minutes
- Indicators: external power indicator, battery charging indicator

**Dual battery:** Capability with automatic switching

**Low battery indication and message:** Low battery fuel gauge indication and low battery message in status area for each battery

**Replace battery indication and message:**

Replace battery fuel gauge indication, audio tones and replace battery message in the status area for each battery. When replace battery is indicated, device auto-switches to second battery. When both batteries reach replace battery condition, a voice prompt instructs user to replace battery.

## Battery

For two, new fully-charged batteries, 68°F (20°C)

Operating mode	Monitoring (minutes)	Pacing (minutes)	Defibrillation (360J discharges)
Total capacity to shutdown	Typical 360	340	420
	Minimum 340	320	400
Capacity after low battery	Typical 21	20	30
	Minimum 12	10	6

## Battery

### Battery specifications

**Battery type:** Lithium-ion

**Weight:**  $\le 1.3$  lb (0.6 kg)

**Charge time (with fully depleted battery):** 4 hours and 15 minutes (typical)

**Battery indicators:** Each battery has a fuel gauge that indicates its approximate charge. A fuel gauge that shows two or fewer LEDs after a charge cycle indicates that the battery should be replaced.

**Charging temperature range:** 41° to 113°F (5° to 45°C)

**Operating temperature range:** 32° to 113°F (0° to 45°C)

**Short term (<1 week) storage temperature range:** -4° to 140°F (-20° to 60°C)

**Long term (>1 week) storage temperature range:** 68° to 77°F (20° to 25°C)

**Operating and storage humidity range:** 5 to 95% relative humidity, non-condensing

## References

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**All claims valid as of August 2018.**

**Physio-Control is now part of Stryker.**

**For further information, please contact Physio-Control at 800.442.1142 (U.S.), 800.668.8323 (Canada) or visit our website at [www.physio-control.com](http://www.physio-control.com)**

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stryker

# Why 360 Joules?



Clinical overview

**LIFEPAK®** defibrillators

## More power. Fewer “what-ifs.”

- 1 Energy determines conversion rates, not current.
- 2 In terms of converting patients, biphasic vs. biphasic studies show that waveforms are equivalent up to 200 joules.
- 3 Not all patients convert at energy levels up to 200J. Clinicians are now using more targeted strategies for difficult-to-defibrillate patients.
- 4 Biphasic shocks at 360J have been shown to improve conversion rates when shocks at 200J fail.

\*Conversion rate is defined as termination of AF/VT/VF (removal of the tachyarrhythmia for at least 5 seconds).

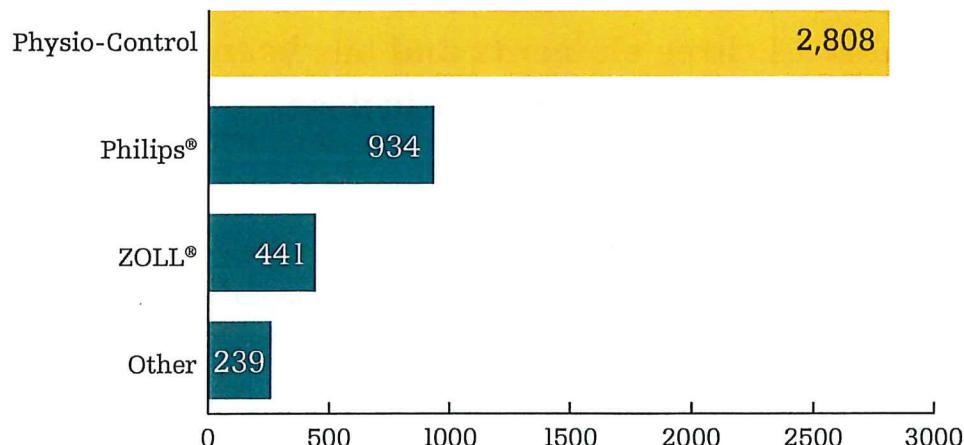


## Confidence in our technology

### when you need it most

- The Physio-Control waveform has been studied in nearly twice as many patients as all other commercially available waveforms combined.
- This clinical research represents real-world performance in OHCA (out-of-hospital cardiac arrest) and IHCA (in-hospital cardiac arrest) patients.

**Published Research on Cardiac Arrest Patients Treated with Biphasic Shocks  
1997 - 2018**



\*These data represent the cumulative number of cardiac arrest patients in whom the VF termination efficacy (using the established definition of "removal of VF for  $\geq 5$  seconds") of specific biphasic waveforms and energy levels has been reported in published papers describing either randomized or consecutive case series of OHCA or IHCA patients.

Included are papers that report a VF termination rate for at least one of 1) first shocks or 2) all shocks.

# 1

## Energy determines conversion rates, not just current.

High current alone, or any other singular aspect of the defibrillation shock, does not determine conversion rates. Many factors influence effective defibrillation, including:

1. Peak current delivered to the patient
2. Current delivery duration
3. Maintenance of current level throughout shock duration

**Energy includes all three elements and has been shown to best describe the therapeutic dose delivered to the heart.**

### The evidence: biphasic vs. biphasic studies<sup>1-5</sup>

In five AF studies that compared conversion rates between Physio's BTE waveform and ZOLL's RBW waveform, the same low energy settings resulted in the same conversion rates from 50 to 200 joules. Energy dictated the conversion rates.

Why were AF studies used to compare waveforms? AF studies allow for consistent data collection and pad placement in a controlled research environment. AF and VF share common electrophysiological properties and defibrillation mechanisms.



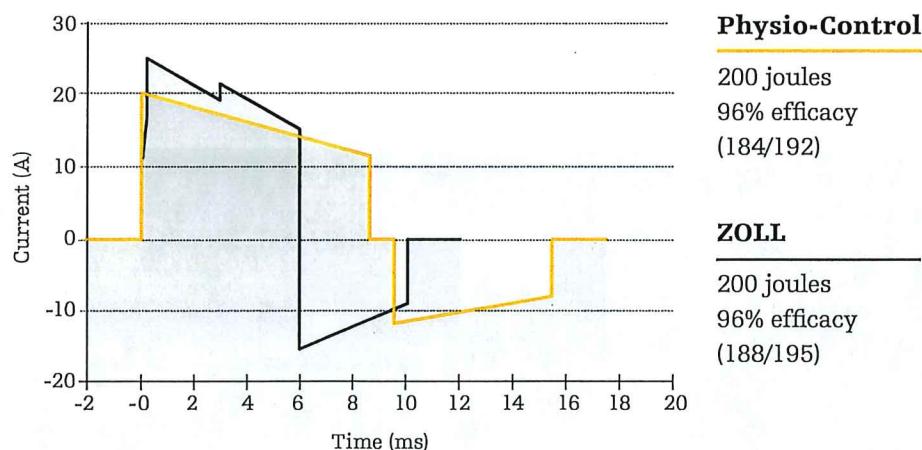
In terms of conversion rates, all **biphasic waveforms** are equivalent up to **200 joules**.

Different levels of current, at the same programmed energies, did not produce different conversion rates. They were statistically equivalent at 100J, 150J and 200 joules.

### The evidence

#### Biphasic waveforms are equally effective up to 200 joules

The level of current doesn't determine conversion rate<sup>1-3</sup>



Three biphasic vs. biphasic clinical studies specifically compared waveforms used by Physio-Control and ZOLL in synchronized cardioversion. The cumulative results show that, though ZOLL's waveform delivers higher levels of current, the waveforms are equally effective up to 200 joules.



## Not all patients convert at energy levels up to **200 joules**.

Only 8 of the 27 published reports cite first shock success rates greater than 90%. Others report success rates of 70% or less, including other manufacturers' largest published data sets:<sup>6-17</sup>

- Philips (Kramer-Johansen, et al.<sup>17</sup>) = 70% conversion rate
- ZOLL (Stothert, et al.<sup>14</sup>) = 67% conversion rate.

In addition, recurrent VF is common in cardiac arrest, with studies reporting rates as high as 74%.<sup>18,19</sup> Later VF episodes can become more challenging to convert.<sup>18</sup>

It's no longer controversial: There is a difficult-to-defibrillate patient population, and it's tough to predict who they are.

### Clinical trends using 360 joules:

- Some clinicians are now using defibrillation protocols starting with 360J. (i.e. 360J x 360J x 360J)
- Some are using alternate pad placements with 360J after their traditional defibrillation protocol failed.
- Electrophysiologists are using external defibrillators that are capable of escalating to 360 joules biphasic energy. A 2016 hospital survey showed:<sup>26</sup>
  - 59% of electrophysiologists now use defibrillators that can escalate to 360J biphasic in their EP labs.
  - 28-29% of electrophysiologists use full energy defibrillators even when their hospitals have standardized on low energy defibrillators in other patient care areas.

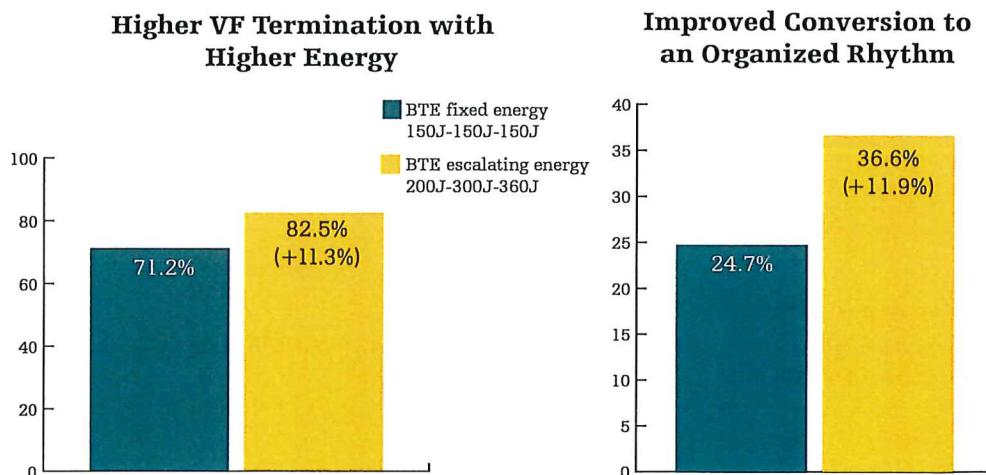
## 360 joules have been shown to **improve conversion rates.**

**When low energy shocks fail, escalating biphasic energy to 360 joules improves conversion rates.**

### The evidence

The 2010 International Consensus on CPR and ECC Science with Treatment Recommendations (CoSTR) confirms this is supported by high levels of evidence. "Evidence from one well-conducted randomized trial (LOE 1) and one other human study (LOE 2) employing BTE waveforms suggested that higher energy levels are associated with higher shock-success rates."<sup>20</sup> Clinical data support full energy in both VF and AF patients.<sup>19-23</sup> In AF studies, looking at variable initial shock energies, a 360 joule shock was recommended when the first 200 joule shock failed, since a second 200 joule shock is rarely effective.<sup>3, 23</sup>

The 2015 CoSTR did not change statements pertaining to higher energy and higher shock-success rates. It was stated, "There are no major differences between the recommendations made in 2015 and those made in 2010."<sup>24</sup>



A triple-blinded, multi-center, randomized, controlled trial showed significantly higher rates of VF termination and conversion to an organized rhythm when energy was escalated to 360 joules rather than maintaining the same first shock dose in patients needing more than one shock.<sup>20</sup>

A defibrillator purchase is an investment that lasts years.

## Choosing LIFEPAK defibrillator/monitors with full energy

provides you the flexibility you need as guidelines and protocols evolve to reflect new understanding and research.

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Physio-Control is now part of Stryker.

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# LUCAS® 3, v3.1

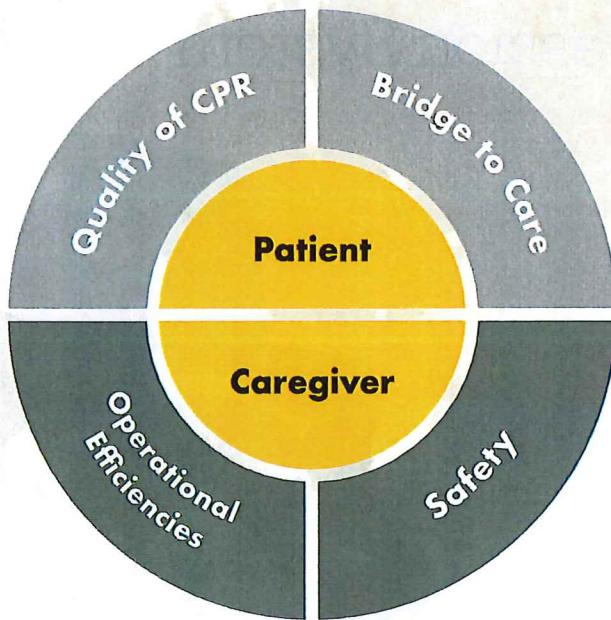
Chest Compression System



**Your partner in life support**

# Consistency. It's a powerful thing.

The LUCAS Chest Compression System helps emergency care teams around the world do what they do best — save lives. With high-quality chest compressions and fewer interruptions than manual CPR, LUCAS is your partner that will administer Guidelines-consistent, high-quality compressions until the job is done.



## CPR quality

- Delivers Guidelines-consistent, high-quality chest compressions at recommended rate and depth while allowing for chest recoil
- Fewer interruptions, compared to manual CPR, leading to higher compression ratios<sup>1,2</sup> and increased blood flow to the brain<sup>3,4</sup>
- Higher EtCO<sub>2</sub> values, compared to manual CPR, indicative of higher chance of ROSC<sup>5</sup>

## Operational efficiencies

- Calms the event and reduces stress by eliminating the need to manage a compression rotation schedule
- Frees up care givers to focus on other tasks
- Utilizes data integration capabilities to enhance post event analysis and quality improvement efforts

## Bridge to care

- Overcomes caregiver fatigue by providing Guidelines-consistent chest compressions for multiple hours if required\*
- Allows for hands-free, high-quality chest compressions during transport<sup>1,6</sup>
- Extends reach of care and allows for treatment of underlying cause during CPR (e.g. ECMO/PCI)<sup>22</sup>

## Safety

- Rescuers can avoid awkward and potentially dangerous situations when performing CPR during patient transport
- Potential to reduce CPR-related injuries to the CPR provider
- Reduces X-ray exposure of CPR provider during PCI

\* When using multiple batteries or an external power source. Battery typically lasts for 45 minutes of operation

# Proven. Safe. Effective.



For over 15 years the LUCAS Chest Compression System has been helping lifesaving teams around the world deliver high performance, Guidelines-consistent chest compressions to cardiac arrest patient in the field, on the move and in the hospital.

The LUCAS device has been proven safe and effective in a large randomized controlled trial, the highest level of clinical evidence.<sup>10</sup>

# LUCAS by the numbers

**25,000+**

With over 25,000 devices in the global market, a patient is treated approximately every 2 minutes<sup>7,8</sup>

**16,830**

In a successful 2 hour 45 minute resuscitation, LUCAS administered 16,830 Guidelines-consistent compressions<sup>9</sup>

**>99%**

Operational reliability in clinical use<sup>10</sup>

**+60%**

Increased blood flow to the brain vs. manual CPR<sup>3</sup>

**>99%**

of survivors had good neurological outcomes in large randomized LINC trial<sup>10</sup>

**95%**

of patients fit in the LUCAS device<sup>10,11</sup>



"We know CPR is difficult to do well. People slow down. They don't always do it appropriately — even professional rescuers. A machine doesn't get tired; it is consistent, and consistency is key."

—Charles Lick, MD, Medical Director, Allina Medical Transport & Emergency Department Director, Buffalo NY Hospital<sup>12</sup>

# Your power to improve CPR quality

## Less interruptions to CPR on the scene and during transport

**30-40%** of patients who have achieved return of spontaneous circulation (ROSC) on the scene will re-arrest prior to hospital arrival and may require CPR during transportation.<sup>20,21</sup>

On-scene<sup>1</sup>

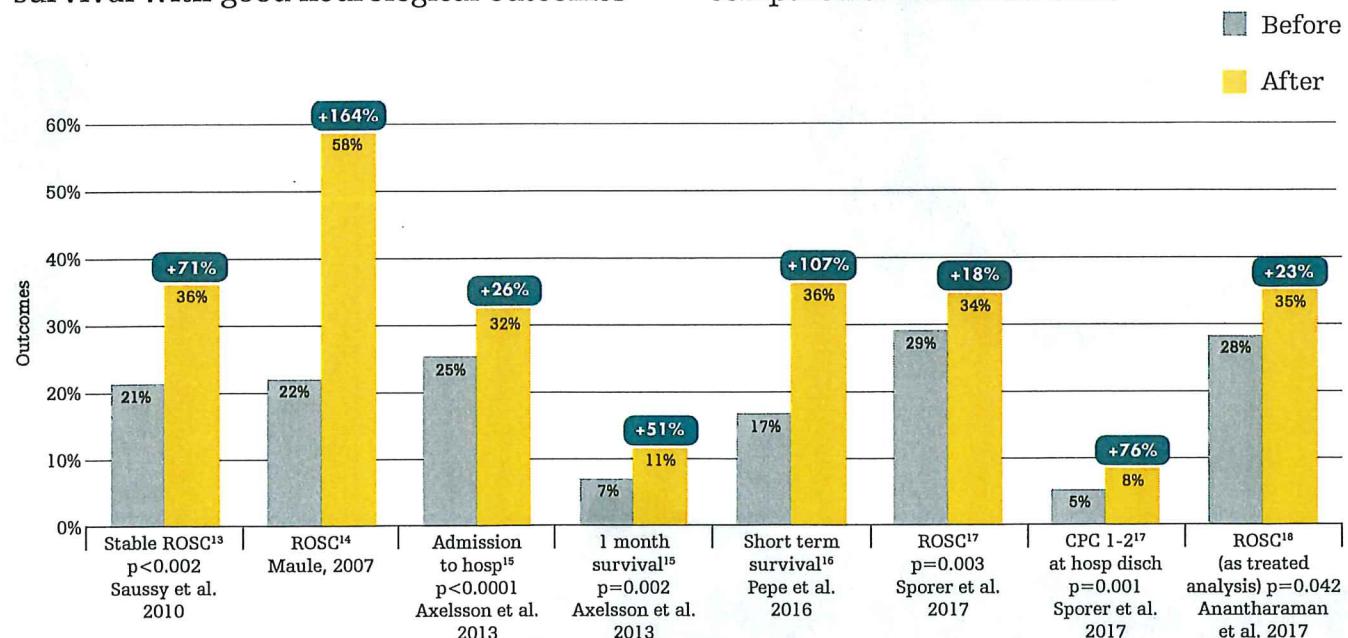


During transportation<sup>1</sup>



## LUCAS can contribute to improved outcomes

Systems of care implementing LUCAS together with a comprehensive approach to resuscitation\* have shown increased ROSC rates<sup>13-17</sup> as well as improved survival with good neurological outcomes<sup>15,17,19</sup> compared to historical data.



\*May include additional therapies or changes of protocols

# LUCAS 3, v3.1 at a glance

## 7 seconds

The two-step application (back plate, then upper part) makes the LUCAS device quick and easy to deploy, as short as a median 7 second interruption time when transitioning from manual CPR.<sup>12</sup>

Battery allows for 45 min continuous run time. Plug in the external power supply for prolonged operation/charging





## High-quality CPR

Even if the patient lies upon a soft surface, the LUCAS device delivers Guidelines-consistent depth, overcoming the "mattress effect".

# What's new with v3.1?\*

The LUCAS 3, v3.1 was designed with enhanced data capabilities to allow for better post-event reporting and asset management. With Wi-Fi and Bluetooth connectivity, your LUCAS device can be configured to meet your protocols within your LIFENET account. Integration with CODE-STAT 11 now allows for precise and timely post-event reviews that can help with training and quality improvements.

## Setup options



Increase compression rate **without** sacrificing depth. Compression rate can be fixed or variable during operation at 102, 111, or 120 compressions per minute while still maintaining desired depth between 1.8 to 2.1 inches/45 to 53mm (depth fixed during operation).



Adjustable depth: 1.8 and 2.1  $\pm$  0.1 inches / 45 to 53  $\pm$  2mm (fixed during operation)



Audible CPR timer:  
1-15 minutes  
(in 1 min. increments)



Adjust ventilation alerts, pause length and count



Optional pressure pad release (0.4 inches/10 mm) allows for chest rise during ventilation



Auto-lowering of piston  
(AutoFit or QuickFit)

\* Setup options should be changed only under the direction of a physician knowledgeable in cardiopulmonary resuscitation who is familiar with the literature in this area

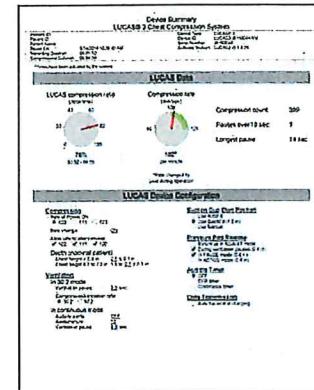
# Connected care



## Post-Event reporting

Key metrics and dashboards:

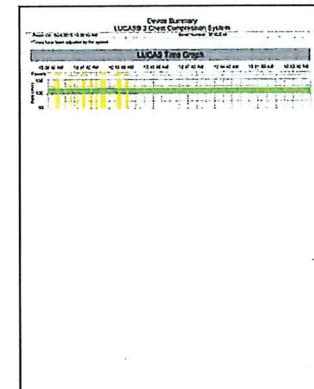
- Compression time, ratio, and rate
- Count, number of pauses > 10 sec.
- Duration of longest compression pauses
- Visual timeline of the event



## Post-Event reporting

CODE-STAT 11 allows for LUCAS Post-Event Reports to be merged with reports from LIFEPAK 15 and LIFEPAK 20/20e devices.

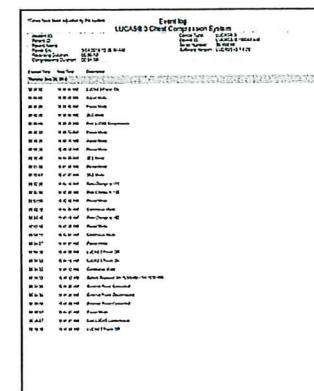
Merged reports give a comprehensive view of cardiac arrest cases and can be used in quality improvement and training efforts.



## Asset management

LIFENET offers easily accessible asset dashboard for fleet status at latest device check-in.

Gives notifications of expiring and expired LUCAS batteries.



# Selected specifications

For further details on specifications, please see the LUCAS 3, v3.1 Data Sheet (GDR 3336665) or LUCAS 3, v3.1 Instructions for Use.

## Therapy

- Rate:  $102 \pm 2$  compressions per minute
- Depth:  $2.1 \pm 0.1$  inches /  $53 \pm 2$  mm\*
- Compression duty cycle:  $50 \pm 5\%$
- ACTIVE 30:2 mode: 30:2 compression to ventilation ratio
- ACTIVE Continuous mode
- Ventilation alerts and pauses

Above specifications are factory default settings and for nominal patients. The LUCAS 3, v3.1 setup options allows you to tailor rate, depth and ventilation alerts and pauses within certain values, as well as setting up an optional audible timer, sending device data reports and connecting to Wi-Fi networks.

\*For smaller patients with sternum height less than 7.3 inches / 185 mm:  $1.5$  to  $2.1 \pm 0.1$  inches /  $40$  to  $53 \pm 2$  mm

## Device

### Dimension

- Assembled (HxWxD):  
 $22.0 \times 20.5 \times 9.4$  inches /  $56 \times 52 \times 24$  cm
- In carrying case (HxWxD):  
 $22.8 \times 13.0 \times 10.2$  inches /  $58 \times 33 \times 26$  cm

### Weight

- Device with Battery (no straps):  $17.7$  lbs /  $8.0$  kg
- Battery:  $1.3$  lbs /  $0.6$  kg

### Environment

- Operating temperature:  
 $+32^{\circ}\text{F}$  to  $+104^{\circ}\text{F}$  /  $+0^{\circ}\text{C}$  to  $+40^{\circ}\text{C}$   
 $-4^{\circ}\text{F}$  /  $-20^{\circ}\text{C}$  for 1 hour after storage at room temperature
- Storage temperature:  
 $-4^{\circ}\text{F}$  to  $+158^{\circ}\text{F}$  /  $-20^{\circ}\text{C}$  to  $+70^{\circ}\text{C}$
- Device IP classification (IEC 60529): IP43

## Eligible patients

- No patient weight limitation
- Chest height:  $6.7$  to  $11.9$  inches /  $17.0$  to  $30.3$  cm
- Maximum chest width:  $17.7$  inches /  $44.9$  cm

## Power specifications

Power source: Proprietary battery alone or with external power supply or car power cable

### Battery

- Type: Rechargeable Lithium-ion Polymer (LiPo)
- Capacity:  $3300$  mAh (typical),  $86$  Wh
- Voltage (nominal):  $25.9$  V
- Run time (nominal patient):  $45$  minutes (typical). Extended run time connecting to external power supply
- Service life: Recommendation to replace battery every 3 to 4 years or after  $200$  uses

### Power supply

- Input:  $100$ - $240$ VAC,  $50$ / $60$ Hz,  $2.3$ A, Class II
- Output:  $24$ VDC,  $4.2$ A
- Car power cable:  $12$ - $28$ VDC/ $0$ - $10$ A
- Charging (at room temperature,  $+72^{\circ}\text{F}$  /  $+22^{\circ}\text{C}$ )  
Using external power supply:
  - Less than two hours
- Using external battery charger:
  - Less than four hours

# Your partner in life support



—in the **field**



—on the **move**



—in the **hospital**

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The LUCAS 3 device is for use as an adjunct to manual CPR when effective manual CPR is not possible (e.g., transport, extended CPR, fatigue, insufficient personnel).

**Physio-Control is now part of Stryker.**

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# **LIFEPAK® AED** response system

## **Connected. Ready.**



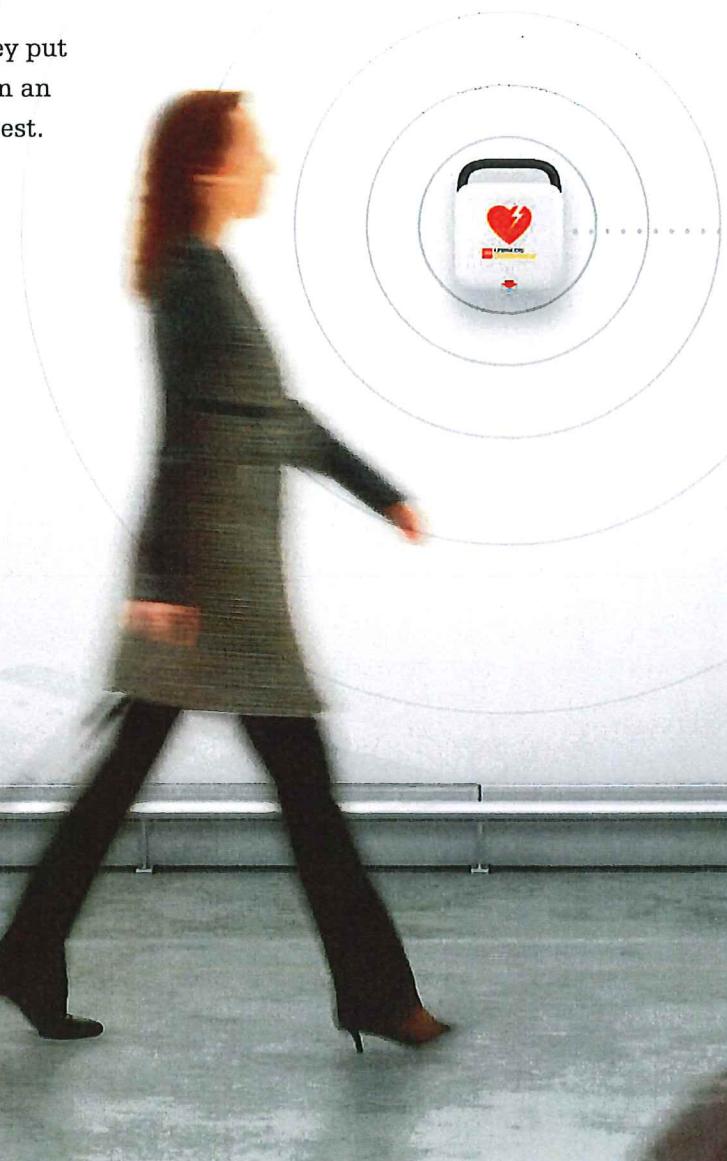
**LIFEPAK® CR2** defibrillator  
with **LIFELINKcentral™ AED** program manager

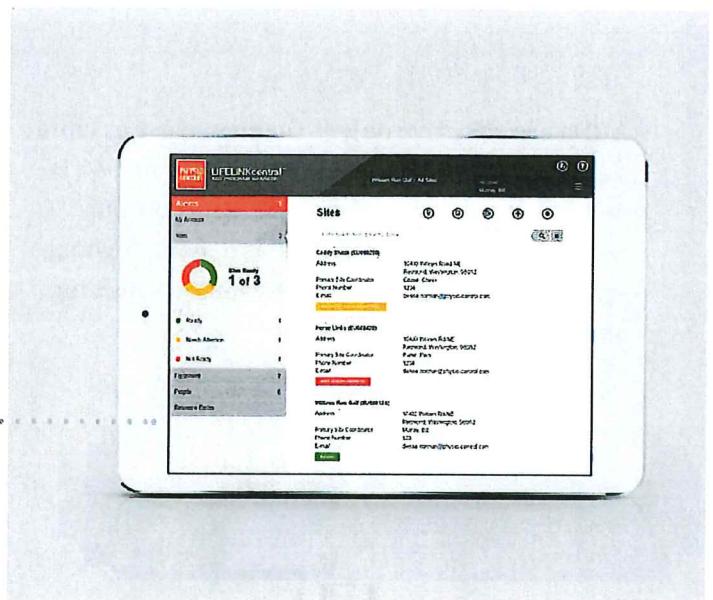
**LIFEPAK CR2** defibrillator  
with **LIFELINKcentral AED** program manager

# A new approach to public access defibrillation.

Sudden cardiac arrest (SCA) can happen to anyone—anywhere. Immediate treatment is vital. A victim's chance of survival dramatically decreases for every minute without treatment.<sup>1</sup> That's why public access defibrillators are so important. They put lifesaving technology where it can do the most good. So when an emergency happens, you should have nothing less than the best.

Visualize a future where better technology enables better outcomes—and more lives saved. The groundbreaking LIFEPAK CR2 defibrillator with LIFELINKcentral AED program manager is at the heart of a complete AED response system. Everything and everyone involved are connected, reducing unnecessary delays when a SCA occurs. It's exactly the breakthrough technology you'd expect from the industry leader.





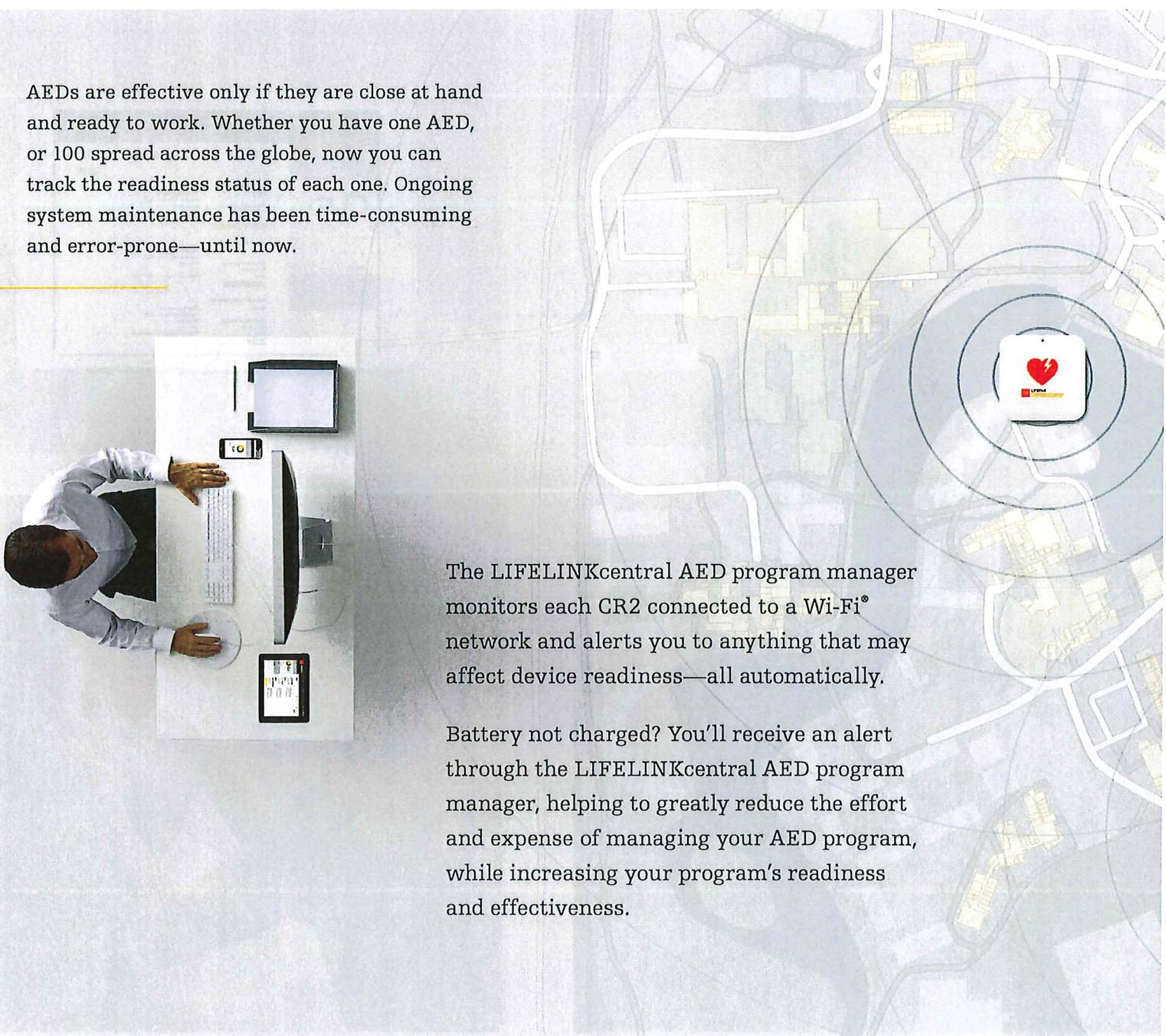
# Self-monitoring means you're emergency ready

AEDs are effective only if they are close at hand and ready to work. Whether you have one AED, or 100 spread across the globe, now you can track the readiness status of each one. Ongoing system maintenance has been time-consuming and error-prone—until now.



The LIFELINKcentral AED program manager monitors each CR2 connected to a Wi-Fi® network and alerts you to anything that may affect device readiness—all automatically.

Battery not charged? You'll receive an alert through the LIFELINKcentral AED program manager, helping to greatly reduce the effort and expense of managing your AED program, while increasing your program's readiness and effectiveness.





## Connectivity is the foundation for better care.

Wi-Fi connectivity can give emergency responders equipped with LIFENET® AED event viewer a complete picture of each SCA event. So even before they arrive, they are better prepared for the patient, knowing details of shocks given, seeing the actual patient's ECG and more.

This continuity of care follows patients to the hospital as well, and carries over for providers connected to the LIFENET System. After an event, all information can be seamlessly sent via Wi-Fi network and integrated into one patient care record report, without having to download event data directly from the AED.

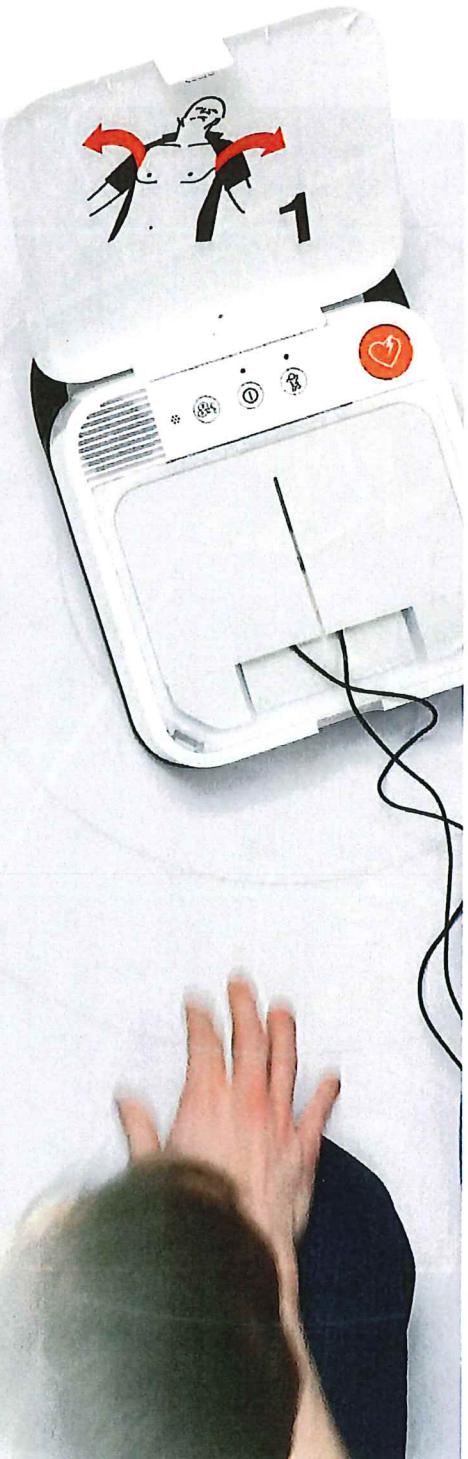
# Continuous CPR

## increases survival rates<sup>2</sup>

Every SCA response requires CPR. Every single one. Previously, CPR had to be interrupted for heart rhythm analysis, and older, competitive technologies require rescuers to pause for 10 seconds or more. Unfortunately, interrupting CPR adversely affects survival rates and the 2015 American Heart Association (AHA) Guidelines recommend minimizing pauses to increase the chance of a successful outcome.<sup>3</sup>

While other AEDs may offer CPR feedback through the use of an accelerometer or additional tool, the CR2 provides the right amount of instruction and includes new cprINSIGHT™ analysis technology. Once CPR begins, cprINSIGHT technology automatically analyzes and detects if a shock is needed. This significantly reduces pauses in chest compressions, even eliminating pauses if the rhythm is determined to be non-shockable. And more CPR means improved blood circulation and better odds of survival.<sup>3,4</sup>

The CR2 is the only AED that allows chest compressions during ECG rhythm analysis, thereby reducing pauses between CPR and defibrillation. In an AED comparison study, the CR2 helped lay responders deliver the highest overall CPR quality.<sup>5</sup> If a shockable rhythm is detected, the CR2 delivers shocks with powerful escalating energy, with no judgment call required on the part of the user. Proven superior by competitive testing, the CR2 will keep the rescuer focused on what really matters—saving a life.<sup>5</sup>





## Fastest time to first shock.<sup>5</sup>

Even minimally-trained users can quickly begin lifesaving care in just 2 steps:

1

Open lid and bare patient's chest.



2

Pull red handle and apply electrodes.



According to the AHA Guidelines, when bystanders provide CPR and use an AED to deliver a shock within 3-5 minutes of collapse or before emergency services arrive, survival rates can increase as high as 70%.<sup>3</sup>

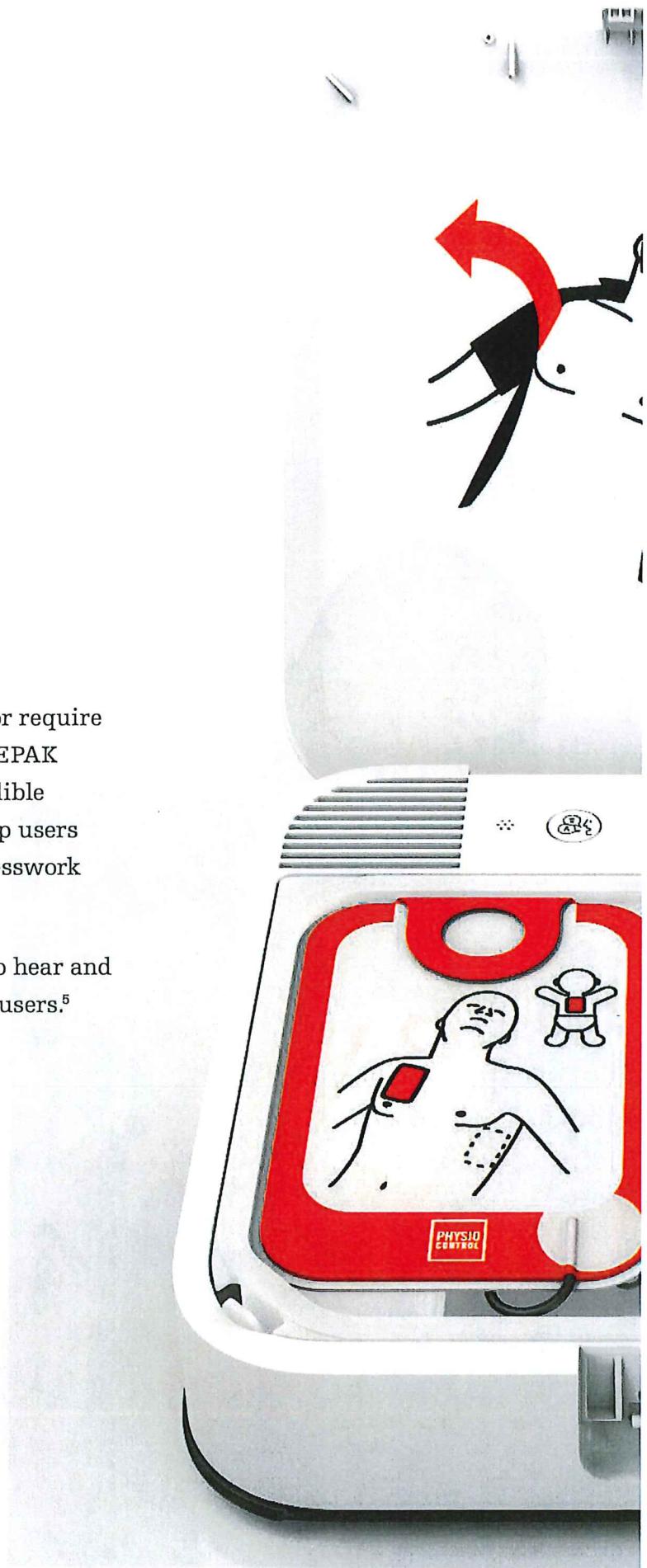
# Designed for user confidence



For a minimally trained responder, intervening in an unfolding emergency can be intimidating. Responders need the easiest possible AED to instill confidence.

While other AEDs may be difficult to use or require users to stop CPR during analysis, the LIFEPAK CR2 defibrillator uses simple graphics, audible instructions and automated features to help users remain focused. We've removed all the guesswork with proven better results.<sup>5</sup>

The CR2 was rated easiest to use, easiest to hear and highest in overall user confidence by AED users.<sup>5</sup>





## Saving a life can be easier than you think.

### 1-2

#### Layered design with easy to follow bold graphics

Both trained and untrained AED users clearly know how to begin.



#### QUIK-STEP™ electrodes

Peel directly off the base for faster side-by-side placement.



#### cprINSIGHT™ analysis technology

Analyses for shockable rhythm during chest compressions with no need to pause.



#### Metronome and CPR coaching

Sets an effective pace and audibly guides users, detecting and correcting technique as needed.



#### Child Mode

Toggle to Child Mode for reduced energy and CPR guidance appropriate for children.



#### ClearVoice™ technology

Enables prompts to be heard more clearly in noisy environments.



#### Highest available energy

Up to 360J for more effective shocks as needed.



#### Bilingual

Toggle between two pre-set languages when using the device.



#### LIFEPAK TOUGH™

IP55 rating for challenging environments.



#### 8-year warranty

Backed by an 8-year warranty.

# Specifications

## Defibrillator

**Waveform:** Biphasic Truncated Exponential with voltage and duration compensation for patient impedance.

**Patient impedance range:** 10 – 300 ohms

**Energy accuracy:**  
10% of the energy setting into 50 ohms  
15% of the rated energy output into 25 – 175 ohms

**Output energy sequence:** Multiple levels, configurable from 150 joules to 360 joules.

**Energy default:** 200J, 300J, 360J (adult)  
50J, 75J, 90J (pediatric)

**Shock Advisory System™:** An ECG analysis system that advises whether a shock is appropriate.

**cprINSIGHT™ analysis technology:** Enables the defibrillator to analyze the patient's heart rhythm while CPR is being performed.

**CPR coaching:** Instructions for adult and pediatric CPR, including feedback when no CPR is detected, rate and depth guidance, a metronome and instructions on hand placement.

**Time to shock at 360J after CPR (with cprINSIGHT enabled):**

- **Semi-automatic:** < 7 seconds
- **Fully automatic:** < 13 seconds

**Charge time:** 0 seconds for first 150J or 200J shock (as device is pre-charged). With cprINSIGHT enabled, subsequent shocks will be charged during CPR and ready to shock at the end of the CPR period.

## Controls

**Lid release/ON-OFF:** Controls device power.

**Shock button, semi-automatic:** Delivers energy when button pressed by the user.

**Shock button, fully automatic:** Flashes prior to delivering shock without requiring user intervention.

**Child Mode button:** Allows operator to switch to Child Mode for reduced energy and CPR guidance appropriate for children.

**Language button:** Optional feature allows operator to switch between the primary and secondary languages for an optional multi-language configuration.

**Electrical protection:** Input protected against high voltage defibrillator pulses per IEC 60601-1/EN 60601-1.

**Safety classification:** Internally powered equipment. IEC 60601-1/EN 60601-1.

## User interface

**User interface:** The user interface includes voice prompts and audible tones.

**ClearVoice™ technology:** Detects background noise and adjusts audio and voice prompts to ensure they can be heard clearly in noisy environments.

**Device status indicators:** Visual and audible indicators indicating system readiness (device, pads and battery).

## Environmental

**Note:** All performance specifications defined assume the unit has been stored (two hours minimum) at operating temperature prior to operation.

**Operating temperature:** +32° to +122°F (0° to +50°C).

**Storage temperature:** -22° to +140°F (-30° to +60°C) with battery and electrodes, maximum exposure time limited to one week.

**Long term storage:** Always store the defibrillator within the recommended temperature range of 59° to 95°F (15° to 35°C).

**Altitude:** -1,253 to 15,000 ft  
(-382 to 4,572 m).

**Relative humidity:** 5 to 95% (non-condensing).

**Dust and water resistance:** IEC 60529/EN 60529 IP55 with electrodes connected and battery installed.

**Shock:** IEC 60068-2-27, (40g, 11 ms pulse, ½ sine each axis).

**Vibration:** MIL-STD-810G, method 514.6, helicopter – category 14 and ground vehicle – category 20.

## Physical characteristics

With handle, including electrodes and battery:

- **Height:** 3.8 in (9.7 cm)
- **Width:** 8.9 in (22.6 cm)
- **Depth:** 10.8 in (27.4 cm)
- **Weight:** 4.5 lb (2.0 kg)

## Accessories

### Primary battery:

- **Type:** Lithium manganese dioxide (Li/MnO<sub>2</sub>), 12.0V, 4.7 amp-hours.

**Capacity (at 20°C):** Will provide 166 200 joule shocks (with one minute of CPR between shocks) or 103 360 joules shocks (with one minute of CPR between shocks) or 800 minutes of operating time.

### Standby life (assuming daily tests only):

A new battery provides device power for 4 years if installed in device that is not used.

**Replace battery indication:** At least 6 shocks and 30 minutes of operating time remain when first indicated.

**Weight:** 0.7 lb (0.3 kg)

### Electrode pads:

**Pads:** Can be used on both adult and pediatric patients.

**Pads packaging:** User intuitive, rapid access electrodes.

**Pads replacement:** Replace every 4 years or after each patient use.

## Data storage

**Memory type:** Internal digital memory (flash RAM).

**ECG storage:** Minimum 60 minutes of ECG stored for two patient episodes.

## Communications

**Communications:** USB, Wireless 802.11 b/g/n data transfer to LIFELINKcentral™ AED program manager or LIFENET® System.

# Let's save more lives with the LIFEPAK AED response system

We are working on a future where better technology enables better outcomes—and more lives saved. When SCA strikes, you want the best for your employees, customers, students and the public. Designed by the trusted industry leader in emergency response technology, the LIFEPAK CR2 defibrillator with LIFELINKcentral AED program manager gives users the solution they need to effectively respond to an SCA emergency—all while maintaining its own readiness through self-monitoring, making AED program management nearly effortless.

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#### BRIEF SUMMARY OF INDICATIONS AND IMPORTANT SAFETY INFORMATION

**INDICATIONS FOR USE:** LIFEPAK CR2 AED is indicated for use on patients 1 year of age or older in cardiopulmonary arrest. The patient must be unresponsive (unconscious), not breathing normally, and showing no signs of circulation (for example, no pulse, no coughing, or no movement). cprCOACH™ Feedback Technology in CR2 AED is indicated for use on cardiopulmonary arrest patients and provides CPR guidance in accordance with AHA Guidelines for patients 1 year of age or older. AED is intended for use by personnel who have been trained in its operation. Users should have received training in basic life support/AED, advanced life support, or a physician-authorized emergency medical response training program. The LIFEPAK CR2 Defibrillator is indicated to be used with the QUIK-STEP™ Pacing/ECG Defibrillation Electrodes and the LIFEPAK CR2 Lithium Battery.

**CONTRAINDICATIONS:** LIFEPAK CR2 AED is not indicated for patients who are conscious and responsive.

**DANGER:** Do not use LIFEPAK CR2 in presence of flammable gases or anesthetics.

**WARNINGS:** LIFEPAK CR2 AED delivers up to 360 joules of electrical energy. Unless used properly by following AED's visual and audio prompts, this electrical energy may cause serious injury or death. • When instructed EVERYONE CLEAR, do not touch AED, patient, electrode pads or any material/fluid in contact with patient. Make sure no one is touching patient when AED shocks patient. • Do not immerse AED in water or other fluids. Avoid spilling fluids on AED or its accessories. • Do not store in presence of flammable gases, anesthetics or in direct contact with flammable material. Use care when operating close to oxygen sources. Turn off gas source or move it away from patient during defibrillation. • Equipment operating in close proximity may emit strong electromagnetic interference (EMI) or radio frequency interference (RFI) which could affect performance of AED. • Keep AED away from magnetic resonance imaging (MRI) equipment as it is unsafe. • AED should not be used adjacent to or stacked with other equipment. • Do not touch patient and USB connector on back of AED simultaneously. • Replace battery immediately when AED indicates battery is low. • Use only accessories specified by Physio-Control or Stryker. Using other manufacturers' accessories may cause AED to perform improperly and may invalidate safety agency certification. Contact authorized service personnel for repair. • QUIK-STEP electrode pads: Place pads so they adhere to skin completely. • Do not allow pads to touch each other or any material on patient's chest. • Do not use damaged, expired, or dried-out pads. Dried out or damaged pads may cause electrical arcing and skin burns during defibrillation. • Do not pull red handle to open electrodes until immediately before use. • QUIK-STEP electrodes provided with CR2 are not compatible with LIFEPAK 500 device. Emergency medical personnel should not connect these electrodes to LIFEPAK 500 device.

**CAUTIONS:** Damaged batteries may leak and cause personal injury or equipment damage; handle with extreme care. • Do not open device lid unnecessarily as this will reduce internal battery power.

**POTENTIAL ADVERSE EFFECTS (for example, complications):** Failure to identify shockable arrhythmia • Failure to deliver a defibrillation shock in presence of ventricular fibrillation (VF) or pulseless ventricular tachycardia, which may result in death or permanent injury • Inappropriate energy delivery which could cause failed defibrillation or post-shock dysfunction • Myocardial damage • Incorrectly shocking a pulse-sustaining rhythm and inducing VF or cardiac arrest • Bystander shock from patient contact during defibrillation shock • Interaction with pacemakers • Skin burns around electrode pad placement area • Allergic dermatitis due to sensitivity to materials used in electrode construction • Minor skin rash • Fire hazard in presence of high oxygen concentration or flammable anesthetic agents • EMI from AED impacting other devices especially during charge and energy transfers.

U.S. Federal law restricts this device to sale by or on the order of a physician.

Please consult Operating Instructions at [www.physio-control.com](http://www.physio-control.com) or call 800.442.1142 for complete list of indications, contraindications, warnings, cautions, potential adverse events, safety and effectiveness data, instructions for use and other important information.

If you purchased your LIFEPAK CR2 defibrillator from an authorized Stryker distributor or reseller, this distributor or reseller will have access to your LIFELINKcentral AED program manager account and may receive notifications prompted by the LIFEPAK CR2 defibrillator. Please note that this setting to notify your distributor or reseller can be disabled at ANY time: if you wish to disable this setting, please send a request to Stryker customer support to self-manage your site without notifications to your distributor or reseller.

All claims valid as of December 2018.

Physio-Control is now part of Stryker.

For further information, please contact Stryker at 800.442.1142 or visit our website at [www.strykeremergencycare.com](http://www.strykeremergencycare.com)

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GDR 3337466\_A

**Interim Guidance for Basic and Advanced Life Support in Adults, Children, and Neonates With Suspected or Confirmed COVID-19:**

**From the Emergency Cardiovascular Care Committee and Get With the Guidelines®-Resuscitation Adult and Pediatric Task Forces of the American Heart Association in Collaboration with the American Academy of Pediatrics, American Association for Respiratory Care, American College of Emergency Physicians, The Society of Critical Care Anesthesiologists, and American Society of Anesthesiologists:**

**Supporting Organizations: American Association of Critical Care Nurses and National EMS Physicians**

**Running Title: Edelson et al.: Interim Guidance for Life Support for COVID-19**

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## Background

Existing American Heart Association (AHA) cardiopulmonary resuscitation (CPR) guidelines do not address the challenges of providing resuscitation in the setting of the COVID-19 global pandemic, wherein rescuers must continuously balance the immediate needs of the victims with their own safety. To address this gap, the AHA, in collaboration with the American Academy of Pediatrics, American Association for Respiratory Care, American College of Emergency Physicians, The Society of Critical Care Anesthesiologists, and American Society of Anesthesiologists, and with the support of the American Association of Critical Care Nurses and National EMS Physicians, has compiled interim guidance to help rescuers treat victims of cardiac arrest with suspected or confirmed COVID-19.

Over the last 2 decades, there has been a steady improvement in cardiac arrest survival occurring both inside and outside of the hospital.<sup>1</sup> That success has relied on initiating proven resuscitation interventions, such as high-quality chest compressions and defibrillation, within seconds to minutes. The evolving and expanding outbreak of SARS-CoV2 infections has created important challenges to such resuscitation efforts and requires potential modifications of established processes and practices. The challenge is to ensure that patients with or without COVID-19 who experience cardiac arrest get the best possible chance of survival without compromising the safety of rescuers, who will be needed to care for future patients. Complicating the emergent response to both out-of-hospital and in-hospital cardiac arrest is that COVID-19 is highly transmissible, particularly during resuscitation, and carries a high morbidity and mortality.

Approximately 12%-19% of COVID-positive patients require hospital admission and 3%-6% become critically ill.<sup>2-4</sup> Hypoxic respiratory failure secondary to acute respiratory distress syndrome (ARDS), myocardial injury, ventricular arrhythmias, and shock are common among critically ill patients and predispose them to cardiac arrest,<sup>5-8</sup> as do some of the proposed treatments, such as hydroxychloroquine and azithromycin, which can prolong the QT.<sup>9</sup> With infections currently growing exponentially in the United States and internationally, the percentage of cardiac arrests with COVID-19 is likely to increase.

Healthcare workers are already the highest risk profession for contracting the disease.<sup>10</sup> This risk is compounded by worldwide shortages of personal protective equipment (PPE). Resuscitations carry added risk to healthcare workers for many reasons. First, the administration of CPR involves performing numerous aerosol-generating procedures, including chest compressions, positive pressure ventilation, and establishment of an advanced airway. During those procedures, viral particles can remain suspended in the air with a half-life of approximately 1 hour and be inhaled by those nearby.<sup>11</sup> Second, resuscitation efforts require numerous providers to work in close proximity to one another and the patient. Finally, these are high-stress emergent events in which the immediate needs of the patient requiring resuscitation may result in lapses in infection-control practices.

In arriving at this interim guidance, we reviewed existing AHA CPR recommendations in the context of the COVID-19 pandemic and considered the unique pathophysiology of COVID-19 with reversal of hypoxemia as a central goal. We sought to balance the competing interests of providing timely and high-quality resuscitation to patients while simultaneously protecting

rescuers. This statement applies to all adult, pediatric, and neonatal resuscitations in patients with suspected or confirmed COVID-19 infection unless otherwise noted. The guidance contained herein is based on expert opinion and needs to be adapted locally based on current disease burden and resource availability.

## General Principles for Resuscitation in Suspected and Confirmed COVID-19 Patients

### Reduce provider exposure to COVID-19

- **Rationale:** It is essential that providers protect themselves and their colleagues from unnecessary exposure. Exposed providers who contract COVID-19 further decrease the already strained workforce available to respond and have the potential to add additional strain if they become critically ill.
- **Strategies:**
  1. Before entering the scene, all rescuers should don PPE to guard against contact with both airborne and droplet particles. Consult individual health or emergency medical services (EMS) system standards as PPE recommendations may vary considerably on the basis of current epidemiologic data and availability.
  2. Limit personnel in the room or on the scene to only those essential for patient care.
  3. In settings with protocols and expertise in place for their use, consider replacing manual chest compressions with mechanical CPR devices to reduce the number of rescuers required for adults and adolescents who meet the manufacturers height and weight criteria.
  4. Clearly communicate COVID-19 status to any new providers before their arrival on the scene or receipt of the patient when transferring to a second setting.

### Prioritize oxygenation and ventilation strategies with lower aerosolization risk.

- **Rationale:** While the procedure of intubation carries a high risk of aerosolization, if the patient is intubated with a cuffed endotracheal tube and connected to a ventilator with a high-efficiency particulate air (HEPA) filter in the path of exhaled gas and an in-line suction catheter, the resulting closed circuit carries a lower risk of aerosolization than any other form of positive-pressure ventilation.<sup>12</sup>
- **Strategies:**
  5. Attach a HEPA filter securely, if available, to any manual or mechanical ventilation device in the path of exhaled gas before administering any breaths.
  6. After healthcare providers assess the rhythm and defibrillate any ventricular arrhythmias, patients in cardiac arrest should be intubated with a cuffed tube, at the earliest feasible opportunity. Connect the endotracheal tube to a ventilator with a HEPA filter, when available.
  7. Minimize the likelihood of failed intubation attempts by
    - a) Assigning the provider and approach with the best chance of first-pass success to intubate
    - b) Pausing chest compressions to intubate
  8. Video laryngoscopy may reduce intubator exposure to aerosolized particles and should be considered, if available.

9. Before intubation, use a bag-mask device (or T-piece in neonates) with a HEPA filter and a tight seal, or, for adults, consider passive oxygenation with nonrebreathing face mask (NRFM), covered by a surgical mask.
10. If intubation is delayed, consider manual ventilation with a supraglottic airway or bag-mask device with a HEPA filter.
11. Once on a closed circuit, minimize disconnections to reduce aerosolization.

**Consider the appropriateness of starting and continuing resuscitation.**

- **Rationale:** Cardiopulmonary resuscitation is a high-intensity team effort that diverts rescuer attention away from other patients.<sup>13</sup> In the context of COVID-19, the risk to the clinical team is increased and resources can be profoundly more limited, particularly in regions that are experiencing a high burden of disease. While the outcomes for cardiac arrest in COVID-19 are as of yet unknown, the mortality for critically ill COVID-19 patients is high and rises with increasing age and comorbidities, particularly cardiovascular disease.<sup>2, 5-8</sup> Therefore, it is reasonable to consider age, comorbidities, and severity of illness in determining the appropriateness of resuscitation and balance the likelihood of success against the risk to rescuers and patients from whom resources are being diverted.<sup>14</sup>
- **Strategies:**
  12. Address goals of care with COVID-19 patients (or proxy) in anticipation of the potential need for increased levels of care.
  13. Healthcare systems and EMS agencies should institute policies to guide front-line providers in determining the appropriateness of starting and terminating CPR for patients with COVID-19, taking into account patient risk factors to estimate the likelihood of survival. Risk stratification and policies should be communicated to patients (or proxy) during goals of care discussions.
  14. There is insufficient data to support extracorporeal cardiopulmonary resuscitation (E-CPR) for COVID-19 patients.

**(Figure 1)**

**Algorithms With Key Changes**

Figures 2-6 reflect COVID-19 specific updates to the current Basic Life Support (BLS), Advanced Cardiovascular Life Support (ACLS), Pediatric Basic Life Support, and Pediatric Cardiac Arrest algorithms and are meant to replace the standard algorithms in patients with suspected or confirmed COVID-19 disease. In COVID-19 negative patients, or where COVID-19 is not suspected, cardiac arrest resuscitations should proceed according to the standard algorithms. New boxes specific to COVID-19 are in yellow, and new guidance specific to COVID-19 is bolded and underlined.

**(Figure 2)**

**(Figure 3)**

**(Figure 4)****(Figure 5)****(Figure 6)**

## Situation- and Setting-Specific Considerations

### Out-of-Hospital Cardiac Arrest (OHCA)

Below are specific considerations for cardiac arrest in victims with suspected or confirmed COVID-19 occurring outside of the hospital. Depending on local prevalence of disease and evidence of community spread, it may be reasonable to suspect COVID-19 in all OHCA, by default.

- Lay rescuers:
 

Bystander CPR has consistently been shown to improve the likelihood of survival from OHCA, which decreases with every minute that CPR and defibrillation are delayed.<sup>15-17</sup> Rescuers in the community are unlikely to have access to adequate PPE and, therefore, are at increased risk of exposure to COVID-19 during CPR, compared to healthcare providers with adequate PPE. Rescuers with increasing age and the presence of comorbid conditions, such as heart disease, diabetes, hypertension, and chronic lung disease,<sup>4</sup> are at increased risk of becoming critically ill if infected with SARS-CoV2. However, when the cardiac arrest occurs at home (as has been reported in 70% of OHCA<sup>17</sup> before the recent wide-spread shelter-at-home ordinances) lay rescuers are likely to already have been exposed to COVID-19.

  - Chest compressions
    - **For adults:** Lay rescuers should perform at least hands-only CPR after recognition of a cardiac arrest event, if willing and able, especially if they are household members who have been exposed to the victim at home. A face mask or cloth covering the mouth and nose of the rescuer and/or victim may reduce the risk of transmission to a non-household bystander.
    - **For children:** Lay rescuers should perform chest compressions and consider mouth-to-mouth ventilation, if willing and able, given the higher incidence of respiratory arrest in children,<sup>17</sup> especially if they are household members who have been exposed to the victim at home. A face mask or cloth covering the mouth and nose of the rescuer and/or victim may reduce the risk of transmission to a non-household bystander if unable or unwilling to perform mouth-to-mouth ventilation.
  - Public access defibrillation
    - Because defibrillation is not expected to be a highly aerosolizing procedure, lay rescuers should use an automated external defibrillator, if available, to assess and treat victims of OHCA.
  - EMS

- Telecommunication (Dispatch):
  - Telecommunicators, consistent with local protocols, should screen all calls for COVID-19 symptoms (eg, fever, cough, shortness of breath) or known COVID-19 infection in the victim or any recent contacts, including any household members.
    - For lay rescuers, telecommunicators should provide guidance about risk of exposure to COVID-19 for rescuers and instructions for compression-only CPR, as above.
    - For EMS, telecommunicators should alert dispatched EMS teams to don PPE if there is any suspicion for COVID-19 infection.
- Transport
  - Family members and other contacts of patients with suspected or confirmed COVID-19 should not ride in the transport vehicle.
  - If return of spontaneous circulation (ROSC) has not been achieved after appropriate resuscitation efforts in the field, consider not transferring to hospital given the low likelihood of survival for the patient,<sup>17</sup> balanced against the added risk of additional exposure to prehospital and hospital providers.

#### In-Hospital Cardiac Arrest (IHCA)

Below are specific considerations for patients with suspected or confirmed COVID-19 in the hospital setting. These interim guidelines do not apply to patients who are known to be COVID-19 negative. Those patients should receive standard basic and advanced life support. However, it may be reasonable to reduce personnel in the room for all resuscitations during the pandemic for social distancing purposes.

- Prearrest
  - Address advanced care directives and goals of care with all suspected or confirmed COVID-19 patients (or proxy) on hospital arrival and with any significant change in clinical status, such as an increase in level of care.
  - Closely monitor for signs and symptoms of clinical deterioration to minimize the need for emergent intubations that put patients and providers at higher risk.
  - If the patient is at risk for cardiac arrest, consider proactively moving the patient to a negative pressure room/unit, if available, to minimize risk of exposure to rescuers during a resuscitation.
- Close the door, when possible, to prevent airborne contamination of adjacent indoor space.
- Intubated patients at the time of cardiac arrest
  - Consider leaving the patient on a mechanical ventilator with HEPA filter to maintain a closed circuit and reduce aerosolization.
  - Adjust the ventilator settings to allow for asynchronous ventilation (time chest compressions with ventilation in newborns). Consider the following suggestions:
    - Increase the  $\text{FIO}_2$  to 1.0.
    - Change mode to Pressure Control Ventilation (Assist Control) and limit pressure as needed to generate adequate chest rise (6 mL/kg ideal body weight is often targeted, 4-6 mL/kg for neonates).

- Adjust the trigger to Off to prevent the ventilator from auto-triggering with chest compressions and possibly prevent hyperventilation and air trapping.
- Adjust respiratory rate to 10/min for adults and pediatrics and 30/min for neonates.
- Assess the need to adjust positive end-expiratory pressure level to balance lung volumes and venous return.
- Adjust alarms to prevent alarm fatigue.
- Ensure endotracheal tube/tracheostomy and ventilator circuit security to prevent unplanned extubation.
- If return of spontaneous circulation is achieved, set ventilator settings as appropriate to patients' clinical condition.
- Proned patients at the time of arrest
  - For suspected or confirmed COVID-19 patients who are in a prone position without an advanced airway, attempt to place in the supine position for continued resuscitation.
  - While the effectiveness of CPR in the prone position is not completely known, for those patients who are in the prone position with an advanced airway, avoid turning the patient to the supine position unless able to do so without risk of equipment disconnections and aerosolization. Instead, consider placing defibrillator pads in the anterior-posterior position and provide CPR with the patient remaining prone with hands in the standard position over the T7/10 vertebral bodies.<sup>18</sup>
- Post-arrest patients
  - Consult local infection control practices regarding transport after resuscitation.

### Maternal and Neonatal Considerations

**Neonatal resuscitation:** Every newly born baby should have a skilled attendant prepared to resuscitate irrespective of COVID-19 status. Although it remains unclear if newly born babies are infected or likely to be infectious when mothers have suspected or confirmed COVID-19, providers should don appropriate PPE. The mother is a potential source of aerosolization for the neonatal team.

- Initial steps: Routine neonatal care and the initial steps of neonatal resuscitation are unlikely to be aerosol-generating; they include drying, tactile stimulation, placement into a plastic bag or wrap, assessment of heart rate, placement of pulse oximetry and electrocardiograph leads.
- Suction: Suction of the airway after delivery should not be performed routinely for clear or meconium-stained amniotic fluid. Suctioning is an aerosol-generating procedure and is not indicated for uncomplicated deliveries.
- Endotracheal medications: Endotracheal instillation of medications, such as surfactant or epinephrine, are aerosol-generating procedures, especially via an uncuffed tube. Intravenous delivery of epinephrine via a low-lying umbilical venous catheter is the preferred route of administration during neonatal resuscitation.

- Closed incubators: Closed incubator transfer and care (with appropriate distancing) should be used for neonatal intensive care patients when possible but do not protect from aerosolization of virus.

Maternal cardiac arrest: The tenets of maternal cardiac arrest are unchanged for women with suspected or confirmed COVID-19.

- The cardiopulmonary physiological changes of pregnancy may increase the risk of acute decompensation in critically ill pregnant patients with COVID-19.
- Preparation for perimortem delivery, to occur after 4 minutes of resuscitation, should be initiated early in the resuscitation algorithm to allow the assembly of obstetrical and neonatal teams with PPE even if ROSC is achieved and perimortem delivery is not required.

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## Disclosures

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CS: None

PSC reports grants from NHLBI and grants from American Heart Association during the conduct of the study.

DLA: None

KA reports 1. Past chair and member (academic role, without remuneration) of the Alberta coordinating committee for NRP and ACoRN that oversees neonatal life support education for perinatal sites in Alberta. 2. Just completed term as member of the ILCOR Neonatal Task Force. LBB reports grants from Philips, grants from NIH, grants from Zoll, grants and other from Nihon Kohden, grants from PCORI, other from BrainCool, and grants from United Therapeutics outside the submitted work; in addition, Dr Becker has a patent to Cooling technology issued and a patent to Reperfusion methodology issued.

RAB: None

SMB: None

SCB reports non-financial support from Action First Aid and SaveStation outside the submitted work; in addition, Dr Brooks has a patent to A SYSTEM AND METHOD FOR AN EMERGENCY COMMUNICATION AND REMOTELY ACTIVATED EMERGENCY ASSISTANCE DEVICE pending.

AC: None

ME: None

GEF: None

SG: None

AH: None

BDK reports AHA and AAP (where they work) have financial relationships related to the Neonatal Resuscitation Program and Pediatric Advanced Life Support, where these programs are co-branded and our organizations pay each other royalties based on revenue from these programs. BDK personally does not benefit from these relationships.

HL: None

REL: None

MEM reports personal fees from Stryker outside the submitted work.

RMM: None

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ARP: None

MARP: None

TTR: None

BW: None

DSW: None

CMZ reports personal fees from upToDate outside the submitted work.

AT: None

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### Figure Legends

**Figure 1. Summary of adjustments to CPR algorithms in suspected or confirmed COVID-19 patients.**

**Figure 2. BLS Healthcare Provider Adult Cardiac Arrest Algorithm for Suspected or Confirmed COVID-19 Patients**

**Figure 3. ACLS Cardiac Arrest Algorithm for Suspected or Confirmed COVID-19 Patients**

**Figure 4. BLS Healthcare Provider Pediatric Cardiac Arrest Algorithm for the Single Rescuer for Suspected or Confirmed COVID-19 Patients**

**Figure 5. BLS Healthcare Provider Pediatric Cardiac Arrest Algorithm for 2 or More Rescuers for Suspected or Confirmed COVID-19 Patients**

**Figure 6. Pediatric Cardiac Arrest Algorithm for Suspected or Confirmed COVID-19 Patients**

**Figure 1. Summary of adjustments to CPR algorithms in suspected or confirmed COVID-19 patients.**

Reduce provider exposure

- Don PPE before entering the room/scene
- Limit personnel
- Consider using mechanical CPR devices for adults and adolescents who meet height and weight criteria
- Communicate COVID-19 status to any new providers

Prioritize oxygenation and ventilation strategies with lower aerosolization risk

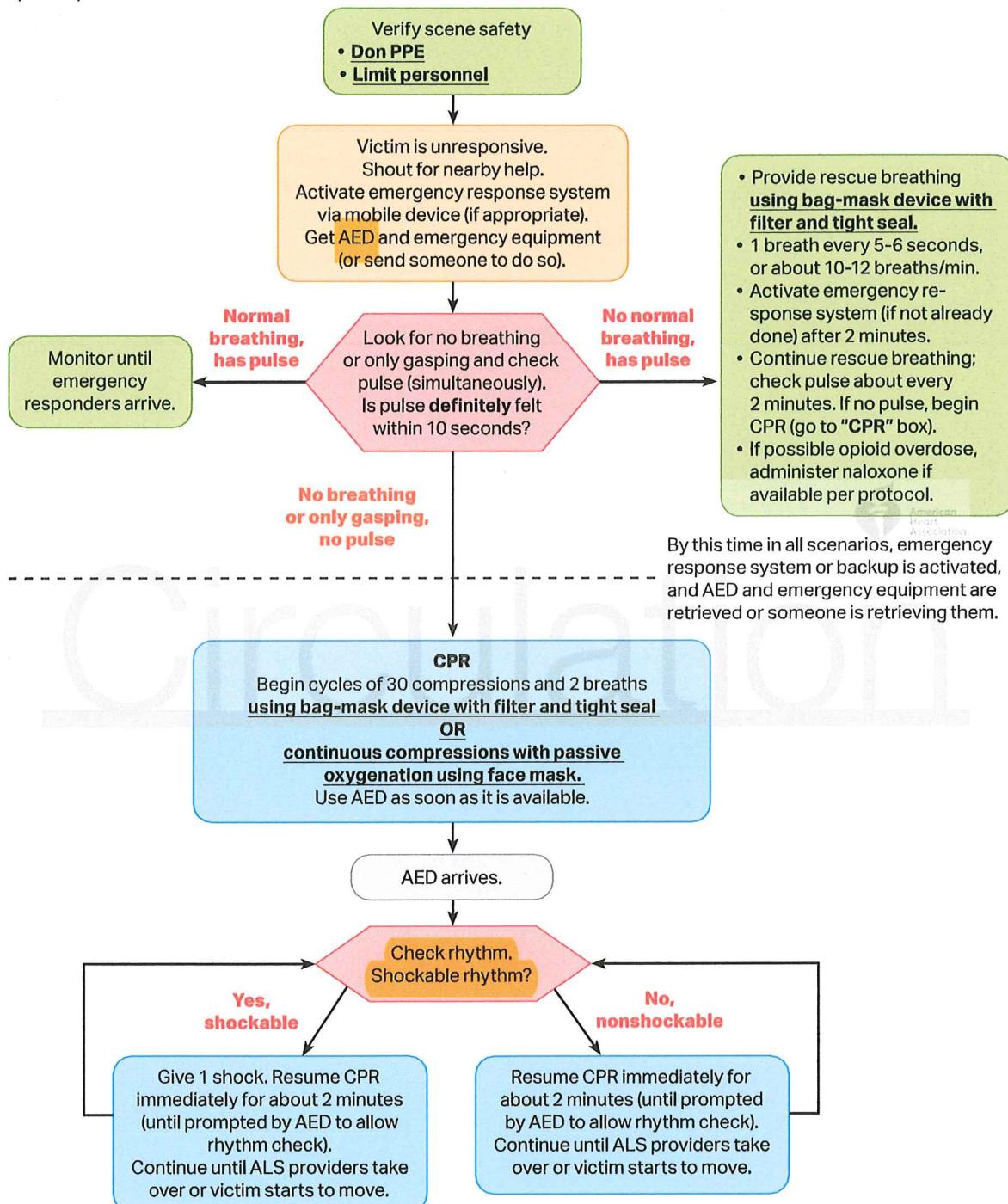
- Use a HEPA filter, if available, for all ventilation
- Intubate early with a cuffed tube, if possible, and connect to mechanical ventilator, when able
- Engage the intubator with highest chance of first-pass success
- Pause chest compressions to intubate
- Consider use of video laryngoscopy, if available
- Before intubation, use a bag-mask device (or T-piece in neonates) with a HEPA filter and a tight seal
- For adults, consider passive oxygenation with nonrebreathing face mask as alternative to bag-mask device for short duration
- If intubation delayed, consider supraglottic airway
- Minimize closed circuit disconnections

Consider resuscitation appropriateness

- Address goals of care
- Adopt policies to guide determination, taking into account patient risk factors for survival

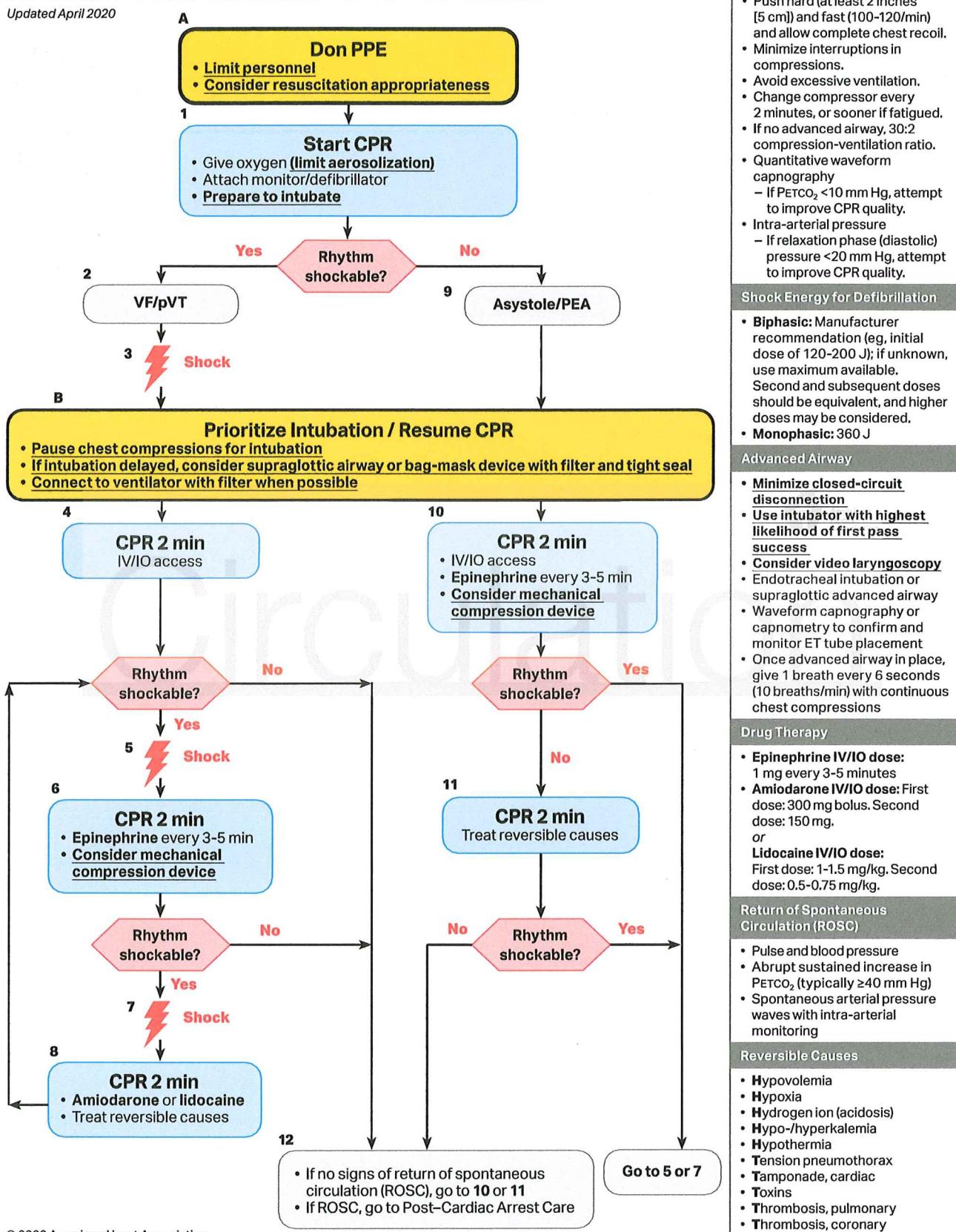
## BLS Healthcare Provider Adult Cardiac Arrest Algorithm for Suspected or Confirmed COVID-19 Patients

Updated April 2020



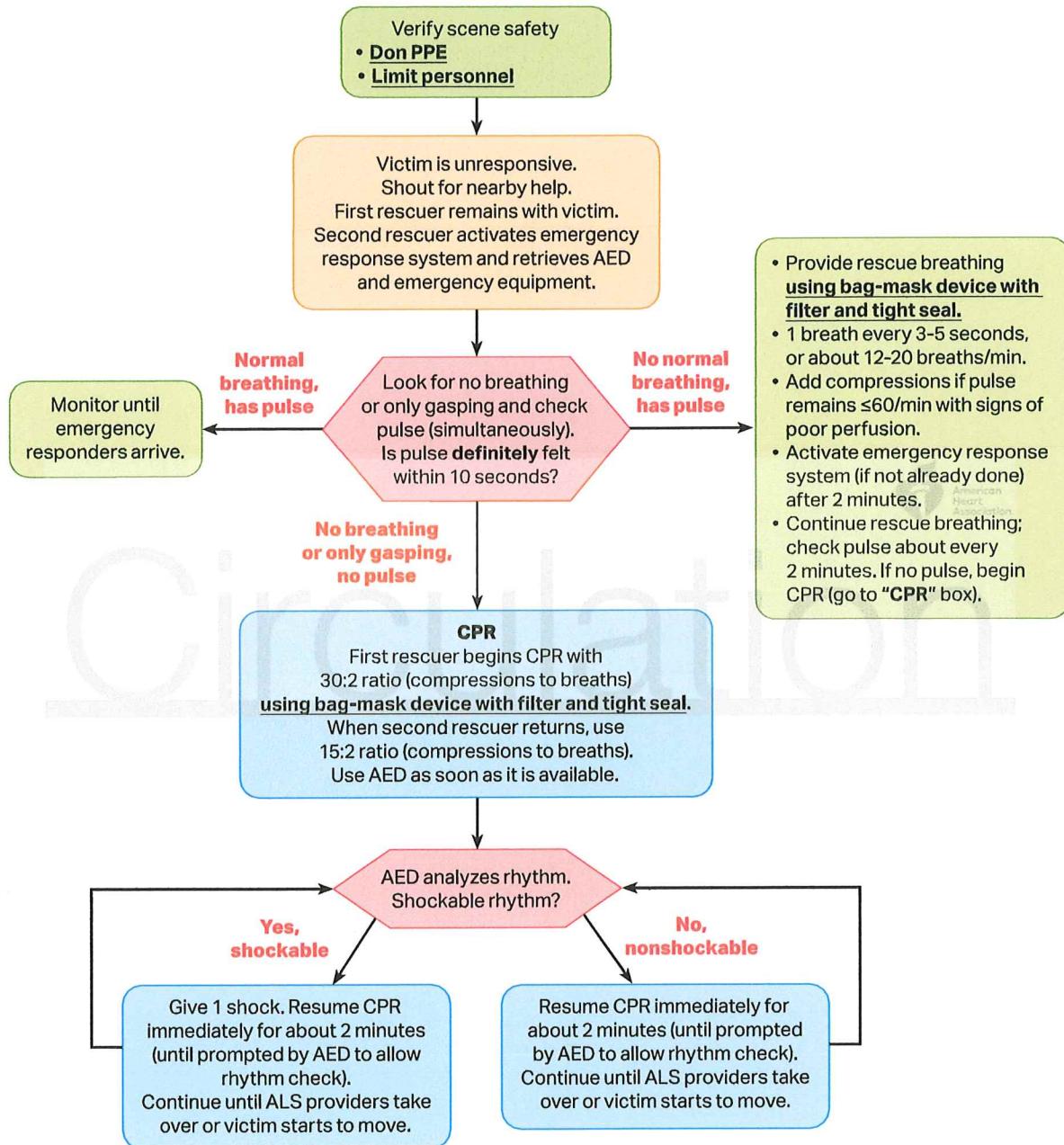
# ACLS Cardiac Arrest Algorithm for Suspected or Confirmed COVID-19 Patients

Updated April 2020



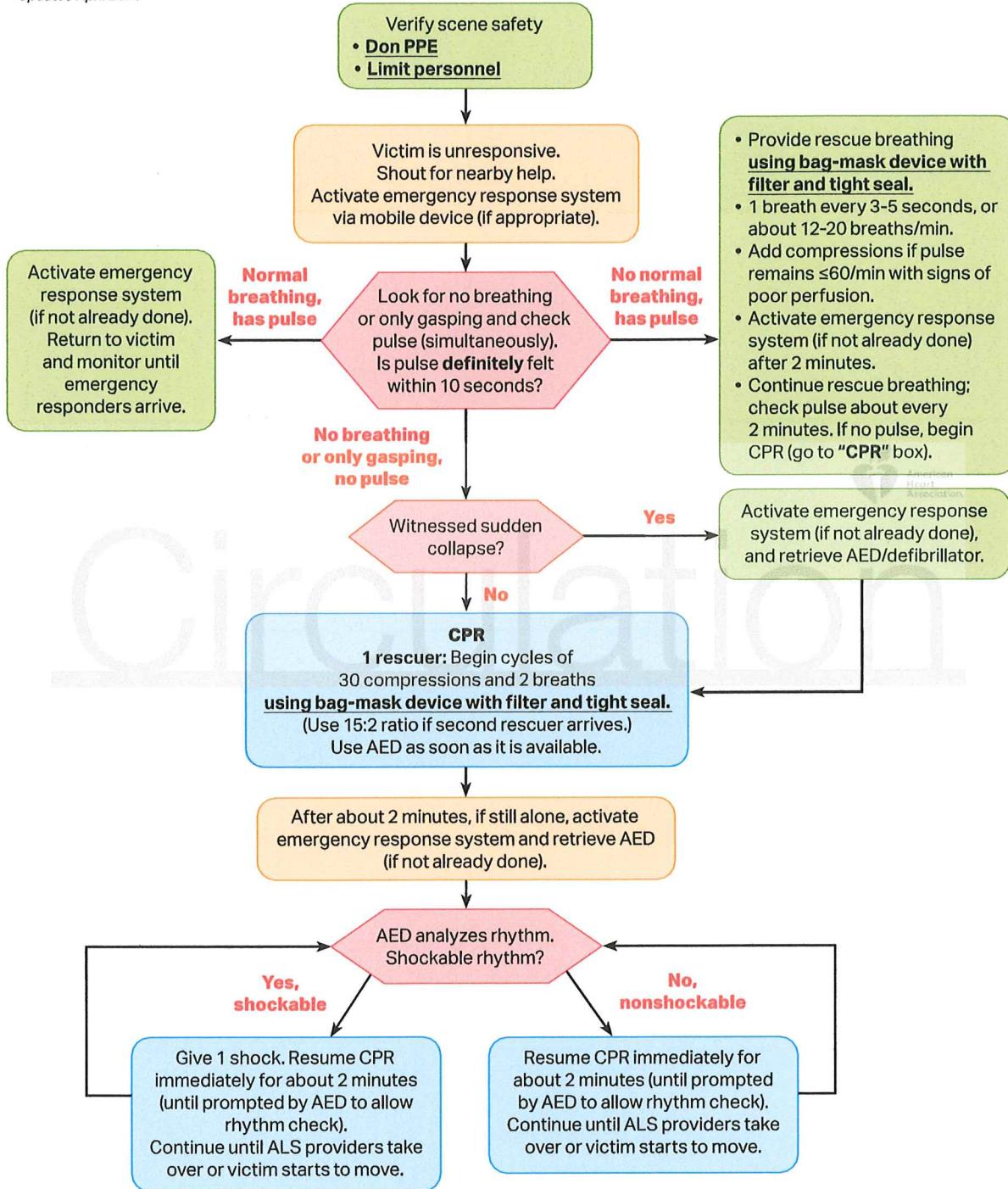
# BLS Healthcare Provider Pediatric Cardiac Arrest Algorithm for 2 or More Rescuers for Suspected or Confirmed COVID-19 Patients

Updated April 2020



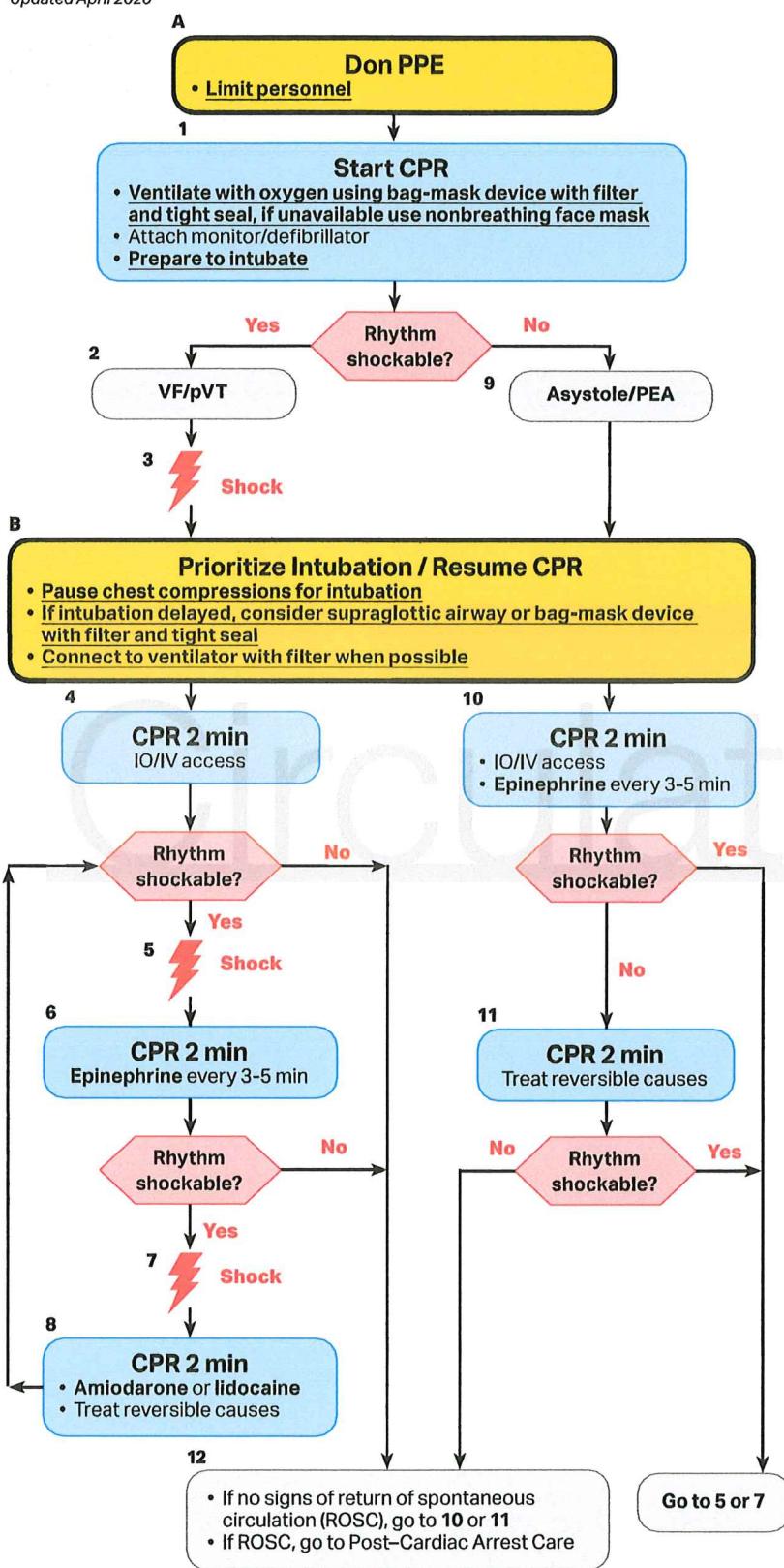
# BLS Healthcare Provider Pediatric Cardiac Arrest Algorithm for the Single Rescuer for Suspected or Confirmed COVID-19 Patients

Updated April 2020



# Pediatric Cardiac Arrest Algorithm for Suspected or Confirmed COVID-19 Patients

Updated April 2020



CPR Quality

- Push hard ( $\geq 2/3$  of anteroposterior diameter of chest) and fast (100-120/min) and allow complete chest recoil.
- Minimize interruptions in compressions.
- Avoid excessive ventilation.
- Change compressor every 2 minutes, or sooner if fatigued.
- If no advanced airway, 15:2 compression-ventilation ratio.

### Shock Energy for Defibrillation

First shock 2 J/kg, second shock 4 J/kg, subsequent shocks  $\geq$  4 J/kg, maximum 10 J/kg or adult dose

Advanced Airway

- Minimize closed-circuit disconnection
- Use intubator with highest likelihood of first pass success
- Consider video laryngoscopy
- Prefer cuffed endotracheal tube if available
- Endotracheal intubation or supraglottic advanced airway
- Waveform capnography or capnometry to confirm and monitor ET tube placement
- Once advanced airway in place, give 1 breath every 6 seconds (10 breaths/min) with continuous chest compressions

## Drug Therapy

- **Epinephrine IO/IV dose:**  
0.01 mg/kg (0.1 mL/kg of the 0.1 mg/mL concentration). Repeat every 3-5 minutes,
- **Amiodarone IO/IV dose:**  
5 mg/kg bolus during cardiac arrest. May repeat up to 2 times for refractory VF/pulseless VT.  
*or*  
**Lidocaine IO/IV dose:**  
Initial: 1 mg/kg loading dose.  
Maintenance: 20-50 mcg/kg per minute infusion (repeat bolus dose if infusion initiated >15 minutes after initial bolus therapy).

## Return of Spontaneous Circulation (ROSC)

- Pulse and blood pressure
- Spontaneous arterial pressure waves with intra-arterial monitoring

## Reversible Causes

- Hypovolemia
- Hypoxia
- Hydrogen ion (acidosis)
- Hypoglycemia
- Hypo-/hyperkalemia
- Hypothermia
- Tension pneumothorax
- Tamponade, cardiac
- Toxins
- Thrombosis, pulmonary
- Thrombosis, coronary

### **Clinical Management of COVID-19**

- a. Donning of enhanced PPE in an expeditious fashion should be performed with a PPE Buddy to confirm the appropriate infection control procedures.
- b. Consider having PPE readily available for rescuers, such as having a "go bag" or have it positioned on each ward or in the immediate vicinity of the crash cart.
- c. Entry to a patient's room during a RRT or Code Blue should be minimized to essential personnel.
- d. The patient should be assessed by the most senior medical staff available to determine appropriate management and disposition, unless deferred by the responsible staff.
- e. If a patient starts to decompensate or is found unresponsive, the initial responder should prioritize the placement of a closely available surgical mask on the patient.
- f. Chest compressions during cardiopulmonary resuscitation (CPR) is aerosol generating. Before commencing CPR, all medical personnel should wear airborne PPE, including PAPR if able. If available, an automated compressor device should be used to minimize personnel and exposure.
- g. Appropriate equipment and supplies (viral filter, video laryngoscope, etc) should be prepositioned in the vicinity of the crash cart on COVID-19 ICUs and/or wards. Depending on local availability of resources, consider modifying the protocol for bringing the entire crash cart into the room. Due to the high risk of aerosol generation that occur during these clinical events, attempts should be made to minimize the degree and amount of door opening that occurs.
- h. If not intubated, a non-rebreather mask should immediately be placed on the patient for passive oxygenation. NOTE: ensure continuous oxygen delivery is temporarily removed for defibrillation to avoid airway fire. Depending on local protocol, a bag-valve mask (BVM) with a viral filter may be considered if using a two-person technique to ensure a tight seal.
- i. Use intubator with highest likelihood of first pass success. Chest compressions should be paused for intubation, and ideally timed with a pulse and rhythm check. Video laryngoscopy recommended to reduce direct exposure to generated aerosols from direct laryngoscopy; however, the intubator should use the technique with which she/he is most likely to have first-pass success.
- j. Minimize closed-circuit disconnection. If the patient is connected to a ventilator, attempt to remain connected and adjust the settings to replicate the bag-valve mask delivery of oxygen, unless airway obstruction or ventilator malfunction is suspected. Consider adjusting the set respiratory rate to 10 breaths per minute during CPR. Alternatively, or if it is felt that the patient is not getting adequate ventilation through the ventilator, the ETT can be clamped and the patient can be disconnected from the ventilator and connected to a bag at which point the ETT can be unclamped for traditional bag ventilation.
- k. Focus on potentially reversible conditions (H's and T's): DOPE (Displacement of breathing tube, Obstruction, Pneumothorax, Equipment failure) mnemonic for sudden hypoxia, and identification and treatment of shockable rhythm. Consider use of portable ultrasound and obtain a blood gas.
- l. Avoid prolonged codes in patients with cardiac arrest. Consider discontinuation after 20 minutes.

6. The following table identifies best practices based on a "Minimum, Better, Best" model, as the COVID-19 outbreak could ultimately result in limited resources based on observational data from other countries. The goal is to achieve all elements of each category, as "Good" equates with the minimum standard-of-care while "Best" equates with the most ideal condition.

**Table 4. Minimum-Better-Best Paradigm for Limited Code Blue**

	<b>Minimum</b>	<b>Better</b>	<b>Best</b>
<b>Advance Directives (Code status, goals of care)</b>	Discuss & document with every patient's medical power of attorney (MPOA) if patient unable to speak for self	Discuss & document with every patient; Involvement of Palliative Care for high risk	Develop a script for clinician that incorporates unique circumstances & ethical considerations if worsening pandemic.
<b>Alert mechanism</b>	Educate current Code Team members about who should respond to "Overhead Code Blue" to COVID-19 patients (used as backup or multiple codes at once)	Early activation	Directed announcement ONLY to COVID-19 Code Team
<b>PPE / Precautions</b>	Droplet for room; Minimize door opening	Airborne/Negative ISO; Infection Control Gatekeeper; Door remains closed	Regular practice with "Tactical PPE Donning" Checklist

## Clinical Management of COVID-19

<b>Communication (via PAPRs or individuals outside room)</b>	Whiteboard for written instructions; Closed-loop	Vocera; Speakerphone in room; Gatekeeper	Personal communication devices; Dedicated audiovisual devices
<b>CPR</b>	Rotate 2 individuals who don't leave room	Rotate 2 individuals who don't leave room and accomplish additional tasks based on pre-established priorities	Automated compressor device (e.g. LUCAS) to reduce risk to HCPs
<b>IV access</b>	Two standard functioning PIVs for all COVID-19 patients	Tibial IO (if needed)	Early placement of central access prior to arrest
<b>ACLS Equipment</b>	Dedicated Code Cart for COVID-19 ICU and wards; Accounting for Code Carts to ensure appropriate backups	For high-risk patients: consider early placement of defib pads in room or on patient, or prepositioning the Code Cart outside patient room	Specialized cart/kit containing appropriate meds, modular packs of equipment, and designated defibrillator; Dedicated COVID-19 ward: US, EKG machine, portable CXR
<b>Airway (see "Intubation" protocol)</b>	NRB mask immediately <u>over</u> patient mask	BVM with viral filter and ETCO <sub>2</sub> (2-person technique to ensure tight seal) Consider LMA (with viral filter) by trained and experienced personnel	Strict adherence to COVID-19 Intubation Protocol Protocol to identify high risk patients so that early intubation occurs BEFORE arrest
<b>Simulation/Practice</b>	Ongoing review and regular familiarization with this guidance; Development of didactic & "Mock COVID-19 Code Blue" scenarios	One-time practice with all members of the COVID-19 response teams	Regular practice and policy updates to all members of the COVID-19 response team

### Patient Transport.

1. If COVID-19 is widespread in the community, surgical masks should be considered for ALL patients irrespective of COVID-19 status.
2. The movement of patients with COVID-19 should be limited with all efforts made to ensure the patient is initially admitted to the appropriate location.
3. If patient transport is necessary:
  - a. Non-intubated patients should be transferred wearing a surgical mask over their oxygen delivery device which may include nasal prongs or a non-rebreather mask up to 15 L/min.
  - b. Staff should wear airborne PPE.
  - c. Once a patient is admitted to the ICU, transport outside of the ICU should be limited. If transport is required, then coordination should occur to ensure safety standards are maintained.
  - d. Hallways must be cleared where possible and only essential staff should accompany the patient. Staff not involved in the transfer should not come within 6 feet of the patient.
  - e. Intubated patients should have closed circuits with a viral filter in situ and cuff pressure should be maintained to avoid air leaks.

## IMAGING OF COVID-19: RADIOLOGY DEPARTMENT GUIDANCE & IMAGING FINDINGS

Imaging findings have been widely reported in the context of COVID-19 but local policies for when and how to use imaging are widely variable and must take into consideration many site-specific, regional and organizational factors. Imaging exams for non-COVID-19 patients will be impacted as facilities work to limit avoidable exposures for patients and healthcare workers. The American College of Radiology (ACR) has consolidated generalizable guidance for imaging department workflow, COVID-19 imaging findings and standardized reporting on its "ACR COVID-19 Clinical Resources for Radiologists" page which is updated regularly.(122)

### Radiology Department Guidance for Rescheduling Exams.

1. The ACR fully supports CDC guidance advising medical facilities to "reschedule non-urgent outpatient visits." These include but are not limited to the following imaging procedures: (122)
  - Screening mammography (123-126)
  - Lung cancer screening Computed Tomography (CT)
  - Non-urgent radiography, fluoroscopy, CT, US, and MRI exams

### ***Clinical Management of COVID-19***

patient documentation (to include compact discs containing images) should be prepared prior to transport crew arrival.

4. If trained healthcare personnel are severely limited, local Medical Directors should partner with MTF and Logistics leadership to discuss the use of licensed drivers/ government owned vehicles to transport of low acuity patients.

### **EMS Personnel Precautions for Procedures.**

1. See CDC guidance for aerosol generating procedures: <https://www.cdc.gov/coronavirus/2019-ncov/hcp/guidance-for-ems.html>.
2. If patient presentation allows, EMS personnel providing care to a patient suspected of having COVID-19 should contact Medical Control and/or follow protocol before initiating an aerosol-generating procedure.
3. Nebulized medications for known or suspected COVID-19 patients should be limited given the risk of virus transmission. It is recommended that local Medical Directors work with MTF leadership to obtain single-use albuterol metered-dose inhalers with spacers for prehospital use. If an aerosol-generating procedure is required/recommended, the doors to the patient compartment of the ambulance should remain open to allow ventilation of the area during these procedures. If the ambulance is equipped with an HVAC system it should remain on during patient transport.
4. If used, BVMs, SGAs, and ET tubes should have a HEPA/viral filter attached. If the EMS agency has access to ventilators, units should contact the specific ventilator manufacturer for additional guidelines and to obtain part numbers for compatible HEPA/viral filters.

### **Mechanical CPR.**

1. The American College of Cardiology's recommendation to use mechanical CPR devices on PUIs or patients with confirmed COVID-19 who arrest (<https://www.acc.org/latest-in-cardiology/articles/2020/03/19/13/14/cvd-in-the-setting-of-covid-19-coronavirus-considerations-to-prepare-patients-providers-health-systems>). See updated AHA ACLS and PALS Cardiac Arrest Algorithms for best practice for COVID-19 patients (April 2020). (<https://professional.heart.org>)
2. Local Medical Directors & EMS/Fire Leadership are responsible for ensuring personnel education of device indications/contraindications, application, and cleaning, which should be documented in training records.
3. Devices should be cleaned according to CDC recommendations for known or suspected COVID-19 patients.
4. Contact the device manufacturer for additional recommendations.

**Cleaning EMS Transport Vehicles After Transporting a PUI or Patient with Confirmed COVID-19: See current CDC guidelines: <https://www.cdc.gov/coronavirus/2019-ncov/hcp/guidance-for-ems.html>**

### **Follow-up for EMS Personnel after Caring for a PUI or Patient with Confirmed COVID-19.**

1. Local public health and infectious disease authorities should be notified about the patient so that appropriate follow-up monitoring can occur.
2. EMS personnel who have been exposed to a patient with suspected or confirmed COVID-19 should notify their chain of command to ensure appropriate follow-up.
3. EMS agencies should develop local policies for assessing exposure risk and the management of EMS personnel potentially exposed to COVID-19. Decisions for monitoring and quarantine should be made in consultation with public health and infectious disease authorities.
4. EMS personnel should be alert for fever or respiratory symptoms (e.g. cough, shortness of breath, sore throat). If symptoms develop, it is recommended that they self-isolate and notify their public health authority to arrange for evaluation.

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### **EN ROUTE CRITICAL CARE CONSIDERATIONS FOR PERSONS WITH COVID-19**

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1. The DoD has issued a COVID-19 specific Force Health Protection Guidance (Supplement 5) to DoDI 6000.11 "Patient Movement." Attachment 1 of this supplement provides guidance for the air movement of COVID-19

**Coronavirus Relief Fund**  
**Guidance for State, Territorial, Local, and Tribal Governments**  
**Updated September 2, 2020<sup>1</sup>**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.<sup>2</sup>

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

***Necessary expenditures incurred due to the public health emergency***

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

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<sup>1</sup> On June 30, 2020, the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020” was updated. On September 2, 2020, the “Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees” and “Supplemental Guidance on Use of Funds to Cover Administrative Costs” sections were added.

<sup>2</sup> See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

***Costs not accounted for in the budget most recently approved as of March 27, 2020***

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

***Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020***

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020,

will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient's control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

***Nonexclusive examples of eligible expenditures***

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
  - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - Costs of providing COVID-19 testing, including serological testing.
  - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
  - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
  - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - Expenses for public safety measures undertaken in response to COVID-19.
  - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
  - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
  - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
  - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
  - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
  - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
  - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
  - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
  - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
  - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

*Nonexclusive examples of ineligible expenditures<sup>3</sup>*

The following is a list of examples of costs that would not be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.<sup>4</sup>
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

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<sup>3</sup> In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

<sup>4</sup> See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

### **Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees**

As discussed in the Guidance above, the CARES Act provides that payments from the Fund must be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As reflected in the Guidance and FAQs, Treasury has not interpreted this provision to limit eligible costs to those that are incremental increases above amounts previously budgeted. Rather, Treasury has interpreted this provision to exclude items that were already covered for their original use (or a substantially similar use). This guidance reflects the intent behind the Fund, which was not to provide general fiscal assistance to state governments but rather to assist them with COVID-19-related necessary expenditures. With respect to personnel expenses, though the Fund was not intended to be used to cover government payroll expenses generally, the Fund was intended to provide assistance to address increased expenses, such as the expense of hiring new personnel as needed to assist with the government's response to the public health emergency and to allow recipients facing budget pressures not to have to lay off or furlough employees who would be needed to assist with that purpose.

#### ***Substantially different use***

As stated in the Guidance above, Treasury considers the requirement that payments from the Fund be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020, to be met if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a *substantially different use* from any expected use of funds in such a line item, allotment, or allocation.

Treasury has provided examples as to what would constitute a substantially different use. Treasury provided (in FAQ A.3) that costs incurred for a substantially different use would include, for example, the costs of redeploying educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

#### ***Substantially dedicated***

Within this category of substantially different uses, as stated in the Guidance above, Treasury has included payroll and benefits expenses for public safety, public health, health care, human services, and similar employees whose services are *substantially dedicated* to mitigating or responding to the COVID-19 public health emergency. The *full amount* of payroll and benefits expenses of substantially dedicated employees may be covered using payments from the Fund. Treasury has not developed a precise definition of what "substantially dedicated" means given that there is not a precise way to define this term

across different employment types. The relevant unit of government should maintain documentation of the “substantially dedicated” conclusion with respect to its employees.

If an employee is not substantially dedicated to mitigating or responding to the COVID-19 public health emergency, his or her payroll and benefits expenses may not be covered *in full* with payments from the Fund. A *portion* of such expenses may be able to be covered, however, as discussed below.

### ***Public health and public safety***

In recognition of the particular importance of public health and public safety workers to State, local, and tribal government responses to the public health emergency, Treasury has provided, as an administrative accommodation, that a State, local, or tribal government may presume that public health and public safety employees meet the substantially dedicated test, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise. This means that, if this presumption applies, work performed by such employees is considered to be a substantially different use than accounted for in the most recently approved budget as of March 27, 2020. All costs of such employees may be covered using payments from the Fund for services provided during the period that begins on March 1, 2020, and ends on December 30, 2020.

In response to questions regarding which employees are within the scope of this accommodation, Treasury is supplementing this guidance to clarify that public safety employees would include police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. Public health employees would include employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (e.g., laboratory technicians) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel.

### ***Not substantially dedicated***

As provided in FAQ A.47, a State, local, or tribal government may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department. This means, for example, that a government could cover payroll expenses allocated on an hourly basis to employees’ time dedicated to mitigating or responding to the COVID-19 public health emergency. This result provides equitable treatment to governments that, for example, instead of having a few employees who are substantially dedicated to the public health emergency, have many employees who have a minority of their time dedicated to the public health emergency.

### ***Covered benefits***

Payroll and benefits of a substantially dedicated employee may be covered using payments from the Fund to the extent incurred between March 1 and December 30, 2020.

Payroll includes certain hazard pay and overtime, but not workforce bonuses. As discussed in FAQ A.29, hazard pay may be covered using payments from the Fund if it is provided for performing hazardous duty or work involving physical hardship that in each case is related to COVID-19. This means that, whereas payroll and benefits of an employee who is substantially dedicated to mitigating or responding to the COVID-19 public health emergency may generally be covered in full using payments from the Fund, hazard pay specifically may only be covered to the extent it is related to COVID-19. For example, a recipient may use payments from the Fund to cover hazard pay for a police officer coming in close

contact with members of the public to enforce public health or public safety orders, but across-the-board hazard pay for all members of a police department regardless of their duties would not be able to be covered with payments from the Fund. This position reflects the statutory intent discussed above: the Fund was intended to be used to help governments address the public health emergency both by providing funds for incremental expenses (such as hazard pay related to COVID-19) and to allow governments not to have to furlough or lay off employees needed to address the public health emergency but was not intended to provide across-the-board budget support (as would be the case if hazard pay regardless of its relation to COVID-19 or workforce bonuses were permitted to be covered using payments from the Fund).

Relatedly, both hazard pay and overtime pay for employees that are not substantially dedicated may only be covered using the Fund if the hazard pay and overtime pay is for COVID-19-related duties. As discussed above, governments may allocate payroll and benefits of such employees with respect to time worked on COVID-19-related matters.

Covered benefits include, but are not limited to, the costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (federal and state), workers compensation insurance, and Federal Insurance Contributions Act (FICA) taxes (which includes Social Security and Medicare taxes).

### **Supplemental Guidance on Use of Funds to Cover Administrative Costs**

#### ***General***

Payments from the Fund are not administered as part of a traditional grant program and the provisions of the Uniform Guidance, 2 C.F.R. Part 200, that are applicable to indirect costs do not apply. Recipients may not apply their indirect costs rates to payments received from the Fund.

Recipients may, if they meet the conditions specified in the guidance for tracking time consistently across a department, use payments from the Fund to cover the portion of payroll and benefits of employees corresponding to time spent on administrative work necessary due to the COVID-19 public health emergency. (In other words, such costs would be eligible direct costs of the recipient). This includes, but is not limited to, costs related to disbursing payments from the Fund and managing new grant programs established using payments from the Fund.

As with any other costs to be covered using payments from the Fund, any such administrative costs must be incurred by December 30, 2020, with an exception for certain compliance costs as discussed below. Furthermore, as discussed in the Guidance above, as with any other cost, an administrative cost that has been or will be reimbursed under any federal program may not be covered with the Fund. For example, if an administrative cost is already being covered as a direct or indirect cost pursuant to another federal grant, the Fund may not be used to cover that cost.

#### ***Compliance costs related to the Fund***

As previously stated in FAQ B.11, recipients are permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act, subject to the limitations set forth in 2 C.F.R. § 200.425. Pursuant to that provision of the Uniform Guidance, recipients and subrecipients subject to the Single Audit Act may use payments from the Fund to cover a reasonably proportionate share of the costs of audits attributable to the Fund.

To the extent a cost is incurred by December 30, 2020, for an eligible use consistent with section 601 of the Social Security Act and Treasury's guidance, a necessary administrative compliance expense that relates to such underlying cost may be incurred after December 30, 2020. Such an expense would include, for example, expenses incurred to comply with the Single Audit Act and reporting and recordkeeping requirements imposed by the Office of Inspector General. A recipient with such necessary administrative expenses, such as an ongoing audit continuing past December 30, 2020, that relates to Fund expenditures incurred during the covered period, must report to the Treasury Office of Inspector General by the quarter ending September 2021 an estimate of the amount of such necessary administrative expenses.

## AGENDA ITEM REPORT Item 4

Meeting Date: November 09, 2020

Department: Admin / Public Works

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted By: Staff

Reviewed By:  City Manager  City Secretary  City Attorney  
 Finance Director  Other: Staff

### Attachments:

1. Resolution No. R2020-21
2. Athletic Field Use and Maintenance Agreement (Revised)

### Agenda Item / Topic:

ITEM 4. DISCUSSION/ACTION – Receive recommendation from the Ovilla Park Board Advisory Committee, to consider and act on Resolution R2020-21, approving a revised Athletic Field Use and Maintenance Agreement by and between the City of Ovilla and the Ovilla Baseball Fields, Inc.,

### Discussion / Justification:

During the October 2020 Council meeting as well as the October 2020 Park Board Advisory Committee meeting, an Athletic Field Use and Maintenance Agreement was reviewed and approved by both the Park Committee and Council. Council Member PL2 Oberg recommended revised language noting that only the City (employees) would maintain responsibility for any pesticide treatment to the fields.

Staff met with representatives from the OBF Association to discuss certain sections of the Agreement that were concerning the OBF. Staff ran these concerns by legal counsel. Language to these sections was revised and approved by legal counsel.

*Section 10. – OBF is not responsible for costs incurred due to soil testing.*

*Section 11 – OBF shall have no claim or right under any City employee benefits.*

*Section 13: OBF is held responsible only when they are using the fields.*

Based on the revisions listed including the pesticide treatment to the fields, staff believed it necessary to return to Council for approval of the revised Agreement.

### Recommendation / Staff Comments:

Staff recommends approval

### Sample Motion(s):

I move to approve Resolution No. R2020-21 authorizing the Mayor to execute the revised Athletic Field Use and Maintenance Agreement by and between the City of Ovilla and the Ovilla Baseball Fields Association, Inc., as presented.

## **ATHLETIC FIELD USE AND MAINTENANCE AGREEMENT**

This Athletic Field Use and Maintenance Agreement (herein the "Agreement"), is made by and between the CITY OF OVILLA, TEXAS, a Texas Type-A General Law Municipality (herein the "City") and the OVILLA BASEBALL FIELDS, INC., a Texas Non-Profit Corporation (herein the "OBF").

### **RECITALS**

WHEREAS, the City the owner of three (3) athletic fields located at 105 S. Cockrell Hill Road, Ovilla, Texas 75154 (herein the "Fields"); and

WHEREAS, OBF desires to manage and maintain the Fields for the City in exchange for permission to use the Fields and allow use of the Fields for sporting events; and

WHEREAS, allowing OBF to take over the management and maintenance of the Fields will provide significant cost savings and less labor requirements for the City; and

WHEREAS, the City Council finds and determines that it is in the best interest of the citizens of Ovilla, Texas, to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the premises, conditions and covenants contained in this Agreement, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

2. **General Grant.** Subject to the terms and conditions hereinafter set forth, City hereby grants to OBF a revocable, non-exclusive license in, on, over and across the Fields for sporting activities. This grant is made for and in consideration of OBF's agreement to make, or have made, all necessary repairs to the Fields and to manage and maintain the Fields and the features, utilities, and buildings appurtenant thereto throughout the term this Agreement.

3. **Term of Agreement.** This Agreement, including the license granted by herein, shall continue in full force and effect for a term of five (5) years (the "Initial Term") from the date of execution hereof, unless otherwise terminated in accordance with the provisions of this Agreement. After the Initial Term, this Agreement will automatically renew annually for five (5) renewal terms of one (1) year each, unless either party provides a notice to the other of an intent not to renew at least ninety (90) days prior to the end of the Initial Term or the then current and active renewal term.

4. Use.

- A. OBF shall use and allow use of the Fields solely for and in connection with lawful and peaceful sporting activities of OBF, its invitees and lessees and shall not use or allow use of the Fields for any other purpose whatsoever. No change shall be made by OBF in the use of the Fields without City's prior written approval.
- B. In the event that the City requests use of the Field for itself or another entity, then OBF shall make all reasonable and necessary efforts and take all reasonable and necessary actions to make the Fields available on the dates and times requested by the City.

45. Liens. OBF shall not permit to be placed against the Fields, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens with regard to OBF's use, management or maintenance of the Property. OBF agrees to hold City harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens filed against the Fields.

46. Hazardous Materials and Pesticides Use and Related Indemnity.

A. Use and Termination. OBF covenants that it will not handle, transport or use any Hazardous Material or Pesticide on or about the Fields. As used in this license, "Hazardous Material" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any environmental law based upon, directly or indirectly, its properties or effects. As used in this preceding sentence, "environmental law" means any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to OBF or the Fields. "Pesticide" means any substance used to kill, repel, or control certain forms of plant or animal life that are considered to be pests. Pesticides include herbicides for destroying weeds and other unwanted vegetation, insecticides for controlling a wide variety of insects, fungicides used to prevent the growth of molds and mildew, disinfectants for preventing the spread of bacteria, and compounds used to control mice and rats. Should OBF not comply fully with the above-stated obligations, City may, in its sole discretion, terminate this Agreement by serving five (5) days' notice of termination upon OBF. Any actual or apparent waiver by City of any breach of OBF's obligation shall not constitute a waiver of the right to terminate this Agreement for any breach which may occur, or to enforce any other provision of this Agreement. Upon termination, OBF shall discontinue use of the Fields as herein provided.

B. INDEMNITY. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, IN CASE OF A BREACH OF THE OBLIGATIONS CONTAINED IN THIS SECTION 5, REGARDLESS OF THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF CITY, OBF AGREES TO ASSUME LIABILITY FOR AND TO SAVE AND HOLD HARMLESS CITY FROM AND AGAINST ANY AND ALL

INJURIES TO ANY PERSON, INCLUDING WRONGFUL DEATH, AND DAMAGE TO PROPERTY, INCLUDING WITHOUT LIMITATION, PROPERTY OF CITY AND/OR OBF, AND ALL RELATED EXPENSES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, INVESTIGATORS' FEES AND LITIGATION EXPENSES, RESULTING IN WHOLE OR IN PART FROM OBF'S FAILURE TO COMPLY WITH ANY HAZARDOUS MATERIALS STANDARDS ISSUED BY ANY GOVERNMENTAL AUTHORITY CONCERNING HAZARDOUS MATERIALS. OBF AGREES TO REIMBURSE CITY FOR ALL COSTS OF ANY KIND INCURRED AS A RESULT OF OBF'S FAILURE TO COMPLY WITH THIS SECTION 5, INCLUDING, BUT NOT LIMITED TO, FINES, PENALTIES, CLEAN-UP AND DISPOSAL COSTS, AND LEGAL COSTS INCURRED AS A RESULT OF OBF'S HANDLING, TRANSPORTING, OR DISPOSING OF HAZARDOUS MATERIALS ON THE FIELDS AND PROPERTY OF CITY.

67. Repair and Maintenance. OBF shall, at its own cost and subject to the approval of City or its designee, repair and maintain the Fields during the term of the license granted herein. If, at any time, OBF shall, in the judgment of City, fail to perform properly its obligations under this section, City may, at its option, terminate this Agreement upon five (5) days' notice to OBF.

78. Management. OBF shall manage the Fields for the City including the scheduling of all users and sporting events, accessing and scheduling all repair and maintenance services, and such other management responsibilities as may be required and/or assigned from time to time by the City. OBF may charge fees for the use of the Fields by third-parties as further compensation for its agreement to manage, repair and maintain the Fields.

89. Standards. OBF shall comply with all statutes, ordinances, rules, regulations, orders and decisions (hereinafter referred to as "Standards"), issued by any federal, state or local governmental body or agency established thereby relating to OBF's use, management, repair and/or maintenance of the Fields. In its use of the Fields, and in allowing other use of the Fields, OBF shall at all times be in full compliance with all Standards, present or future, set by any agency, including, but not limited to, Standards concerning air quality, water quality, noise, and Hazardous Materials. In the event OBF fails to be in full compliance with Standards set by any agency, City may, but shall not be obligated to, after giving notice of the failure to OBF, and if OBF within fifteen (15) days of such notice fails to take actions to correct such non-compliance and does not actually correct the non-compliance within 30 days of taking action, take whatever action City determines in its sole discretion to be necessary to protect the Fields. OBF shall reimburse City for all costs (including but not limited to, consulting, engineering, clean-up and disposal, and legal costs) incurred by the City as a result of OBF's failure to comply with such Standards, and also such costs incurred by City in abating a violation of such Standards, protecting against a threatened violation of such Standards, defending any claim of violation of such Standards in any proceeding before any agency or court, and paying any fines or penalties imposed for such violations. **OBF SHALL, TO THE EXTENT PERMITTED BY LAW, ASSUME LIABILITY FOR AND SHALL SAVE AND HOLD HARMLESS THE CITY FROM ANY CLAIM OF A VIOLATION OF THE STANDARDS REGARDLESS OF**

THE NATURE THEREOF OR THE AGENCY OR PERSON ASSERTING SUCH CLAIM, WHICH RESULTS FROM OBF'S USE OF LICENSED PROPERTY, WHETHER SUCH CLAIM ARISES IN WHOLE OR IN PART FROM THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF CITY OR OTHERWISE.

**910. Tests and Inspections.** City shall have the right at any time to inspect the Fields so as to monitor compliance with this Agreement and apply any pesticide, including insecticides, that the City determines is necessary. If, in City's sole judgment, any installation on, or use or condition of the Fields may have an adverse effect on City, its Fields or adjacent property (whether or not owned by City), City shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the Fields, as it determines to be necessary or useful to evaluate the condition of the Fields. ~~OBF shall pay or reimburse City, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter within thirty (30) days of a request for payment.~~

**4011. Insurance.** OBF agrees to obtain and keep in force, at its sole cost and expense, throughout the term of this Agreement, and in a form and with a company satisfactory to the City:

- A. Commercial General Liability insurance policy with combined single limits of not less than \$1,000,000.00;
- B. Contractual Liability insurance underwriting the indemnification, hold harmless and insurance provisions of this Agreement with combined single limits of not less than \$1,000,000.00;
- C. ~~Worker's Compensation insurance in the amounts required by applicable laws of the State of Texas.~~

OBF further agrees to name the City as an additional insured on the Commercial General Liability and Contractual Liability policies. Such insurance shall contain provisions to the effect that the naming of the City as an additional insured shall not affect any recovery to which the City would be entitled under the policy if it were not so named and that the insurance is primary and shall be without contribution from any similar insurance available to the City. ~~OBF further understands and agrees that its employees, agents, representatives, members and/or any other person working or performing any act or service on behalf of OBF, are not employees of the City and shall have no claim or right under any City employee benefits including but not limited to worker's compensation insurance or medical/health insurance.~~

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**4412. INDEMNITY.** OBF SHALL AT ALL TIMES INDEMNIFY, SAVE AND HOLD HARMLESS CITY AGAINST AND PAY IN FULL ALL LOSSES, CLAIMS, JUDGMENTS, DAMAGES, OR EXPENSES THAT CITY MAY SUSTAIN, INCUR OR BECOME LIABLE FOR, RESULTING IN ANY MANNER FROM OBF'S USE, LEASE, MANAGEMENT, MAINTENANCE OR REPAIR OF THE FIELDS, INCLUDING, BUT

NOT LIMITED TO, ANY SUCH LOSSES, DAMAGES OR EXPENSES ARISING OUT OF (A) LOSS OF OR DAMAGE TO PROPERTY, (B) INJURY TO OR DEATH OF PERSONS, (C) COMMUNICABLE DISEASES, INCLUDING BUT NOT LIMITED TO COVID-19 (D) LIENS OF ANY CHARACTER, OR (E) TAXES OR ASSESSMENTS OF ANY KIND. IT IS THE INTENTION OF THE PARTIES THAT CITY'S RIGHT TO INDEMNITY HEREUNDER SHALL BE VALID AND ENFORCEABLE AGAINST OBF REGARDLESS OF NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) ON THE PART OF CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, UNLESS SUCH INJURY IS A RESULT OF THE SOLE NEGLIGENCE OF THE CITY.

**4.213. Assumption of Risk and Waiver.** OBF At all times during OBF's use of the Fields, OBF assumes any and all risk of loss, damage, disease or injury of any kind to any person or property, including without limitation, the Fields subject to this Agreement. OBF's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on or about the Fields, accident or fire or other casualty on the Licensed Property, or electrical discharge, and noise or vibration resulting from transit operations on or near the Fields, and the effects of or infections from any disease including, but not limited to COVID-19. OBF, as a material part of the consideration for this Agreement, for and on behalf of itself, its employees, agents, servants, representatives, contractors, invitees and lessees, hereby waives any and all claims and demands against City for any such loss, damage, disease or injury and shall indemnify and hold harmless the City for any such claims as set forth in Section [4.12](#) above.

**4.214. DISPUTE RESOLUTION AND WAIVER OF JURY TRIAL.** CITY AND OBF AGREE THAT ALL DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY AND ALL REPRESENTATIONS OR WARRANTIES, IF ANY, WHICH CANNOT BE RESOLVED THROUGH INFORMAL NEGOTIATIONS SHALL BE RESOLVED BY WAY OF A TRIAL BEFORE THE JUDGE OF A COURT OF COMPETENT JURISDICTION. CITY AND OBF HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY. CITY AND OBF ACKNOWLEDGE AND REPRESENT THAT THEY HAVE KNOWINGLY AND VOLUNTARILY WAIVED THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL MATTER OR DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT.

**4.215. Successors and Assigns.** All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the City and OBF to the same extent and effect as the same are binding upon and insure to the benefit of the parties hereto.

**4.216. Assignment.** This Agreement and the license granted herein are personal to the OBF. OBF shall not assign or transfer (whether voluntarily or involuntarily) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of City, which may be withheld in City's sole and absolute discretion. Any attempted act in violation of this section shall be void and without effect

and give City the right to immediately terminate this Agreement.

**4617. Waiver of Covenants or Conditions.** The waiver by City of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement or be considered as a waiver by the City of any other covenant or condition under this Agreement.

**4718. Amendment.** This Agreement may be amended at any time by the written agreement of City and OBF. All amendments to this Agreement shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

**4819. Revocable License and Termination.** The license granted by this Agreement is revocable and may be terminated by City if OBF breaches any provision of this Agreement and such breach is not cured within 60 days of notice from City.

**4920. Cessation of Use Upon Termination.** Upon the termination, revocation or cessation of this Agreement in any manner provided in this Agreement, OBF, upon demand of City and at OBF's own cost and expense, shall abandon and cease use of the Fields. In no event shall OBF have any claim against the City for any of the costs of repairing or maintaining the Fields.

**5021. Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**5122. Captions.** The captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

**5223. Governing Law and Venue.** The Agreement shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action arising from or related to this Agreement shall be the State District Courts of Ellis County, Texas.

**5324. Entire Agreement.** This Agreement and the Exhibits hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior verbal or written agreements and understandings between the parties with respect to the items set forth herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this \_\_\_\_ day  
of \_\_\_\_\_, 2020.

**CITY OF OVILLA, TEXAS**

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

ATTEST:

---

Glennell Miller, City Secretary

APPROVED AS TO FORM:

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Ron G. MacFarlane, Jr., Attorney City

**OVILLA BASEBALL FIELDS, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_, President

## RESOLUTION NO. R2020-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF OVILLA, TEXAS, AN ATHLETIC FIELD USE AND MAINTENANCE AGREEMENT (REVISED) BY AND BETWEEN THE CITY OF OVILLA AND THE OVILLA BASEBALL FIELDS ASSOCIATION, INC. FOR A TERM OF 5-YEARS.

\* \* \* \* \*

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

WHEREAS, the City of Ovilla, sees a need to keep the baseball fields behind the municipality at 105 Cockrell hill Road managed and properly maintained; and

WHEREAS, the Ovilla Baseball Fields Association, Inc., a registered non-profit organization, desires to take over the management and maintenance of the fields; and

WHEREAS, the City of Ovilla, found it beneficial to allow the Ovilla Baseball Fields Association, Inc. to manage and maintain the baseball fields behind the municipal buildings at 105 S. Cockrell Hill Road; and

WHEREAS, the City Council of the City of Ovilla received recommendation from the Park Board Advisory Committee to enter into an agreement with the Ovilla Baseball Fields, Association; and

WHEREAS, the City Council of the City of Ovilla concurs that it would benefit the residents of Ovilla and those organizations wanting to use the fields that they be properly managed and maintained.

WHEREAS, the City of Ovilla, found it necessary to revise the Athletic Field Use and Maintenance Agreement approved on October 13, 2020, with the recommendation of the Park Board Advisory Committee; and

### BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OVILLA:

#### Section 1.

The City Council of the City of Ovilla hereby authorizes the Mayor to execute a revised Athletic Field Use and Maintenance Agreement, by and between the City of Ovilla, Texas, and the Ovilla Baseball Fields Association, Inc., replacing the current Agreement and Resolution R2020-20, and replacing with a new Agreement and presented Resolution R2020-21, for management and maintenance of the baseball fields, for a 5-year year term, to commence on October 13, 2020, with the option for renewal.

#### Section 2.

A copy of said Contract/Agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_

G Miller, CITY SECRETARY

Richard Dormier, MAYOR

**ATHLETIC FIELD USE AND MAINTENANCE AGREEMENT**

This Athletic Field Use and Maintenance Agreement (herein the "Agreement"), is made by and between the CITY OF OVILLA, TEXAS, a Texas Type-A General Law Municipality (herein the "City") and the OVILLA BASEBALL FIELDS, INC., a Texas Non-Profit Corporation (herein the "OBF").

**RECITALS**

WHEREAS, the City the owner of three (3) athletic fields located at 105 S. Cockrell Hill Road, Ovilla, Texas 75154 (herein the "Fields"); and

WHEREAS, OBF desires to manage and maintain the Fields for the City in exchange for permission to use the Fields and allow use of the Fields for sporting events; and

WHEREAS, allowing OBF to take over the management and maintenance of the Fields will provide significant cost savings and less labor requirements for the City; and

WHEREAS, the City Council finds and determines that it is in the best interest of the citizens of Ovilla, Texas, to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the premises, conditions and covenants contained in this Agreement, the parties hereby agree as follows:

1. Incorporation of Recitals. The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

2. General Grant. Subject to the terms and conditions hereinafter set forth, City hereby grants to OBF a revocable, non-exclusive license in, on, over and across the Fields for sporting activities. This grant is made for and in consideration of OBF's agreement to make, or have made, all necessary repairs to the Fields and to manage and maintain the Fields and the features, utilities, and buildings appurtenant thereto throughout the term this Agreement.

3. Term of Agreement. This Agreement, including the license granted by herein, shall continue in full force and effect for a term of five (5) years (the "Initial Term") from the date of execution hereof, unless otherwise terminated in accordance with the provisions of this Agreement. After the Initial Term, this Agreement will automatically renew annually for five (5) renewal terms of one (1) year each, unless either party provides a notice to the other of an intent not to renew at least ninety (90) days prior to the end of the Initial Term or the then current and active renewal term.

4. Use.

- A. OBF shall use and allow use of the Fields solely for and in connection with lawful and peaceful sporting activities of OBF, its invitees and lessees and shall not use or allow use of the Fields for any other purpose whatsoever. No change shall be made by OBF in the use of the Fields without City's prior written approval.
- B. In the event that the City requests use of the Field for itself or another entity, then OBF shall make all reasonable and necessary efforts and take all reasonable and necessary actions to make the Fields available on the dates and times requested by the City.

5. Liens. OBF shall not permit to be placed against the Fields, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens with regard to OBF's use, management or maintenance of the Property. OBF agrees to hold City harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens filed against the Fields.

6. Hazardous Materials and Pesticides Use and Related Indemnity.

A. Use and Termination. OBF covenants that it will not handle, transport or use any Hazardous Material or Pesticide on or about the Fields. As used in this license, "Hazardous Material" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any environmental law based upon, directly or indirectly, its properties or effects. As used in this preceding sentence, "environmental law" means any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to OBF or the Fields. "Pesticide" means any substance used to kill, repel, or control certain forms of plant or animal life that are considered to be pests. Pesticides include herbicides for destroying weeds and other unwanted vegetation, insecticides for controlling a wide variety of insects, fungicides used to prevent the growth of molds and mildew, disinfectants for preventing the spread of bacteria, and compounds used to control mice and rats. Should OBF not comply fully with the above-stated obligations, City may, in its sole discretion, terminate this Agreement by serving five (5) days' notice of termination upon OBF. Any actual or apparent waiver by City of any breach of OBF's obligation shall not constitute a waiver of the right to terminate this Agreement for any breach which may occur, or to enforce any other provision of this Agreement. Upon termination, OBF shall discontinue use of the Fields as herein provided.

**B. INDEMNITY. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, IN CASE OF A BREACH OF THE OBLIGATIONS CONTAINED IN THIS SECTION 5, REGARDLESS OF THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF CITY, OBF AGREES TO ASSUME LIABILITY FOR AND TO**

SAVE AND HOLD HARMLESS CITY FROM AND AGAINST ANY AND ALL INJURIES TO ANY PERSON, INCLUDING WRONGFUL DEATH, AND DAMAGE TO PROPERTY, INCLUDING WITHOUT LIMITATION, PROPERTY OF CITY AND/OR OBF, AND ALL RELATED EXPENSES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, INVESTIGATORS' FEES AND LITIGATION EXPENSES, RESULTING IN WHOLE OR IN PART FROM OBF'S FAILURE TO COMPLY WITH ANY HAZARDOUS MATERIALS STANDARDS ISSUED BY ANY GOVERNMENTAL AUTHORITY CONCERNING HAZARDOUS MATERIALS. OBF AGREES TO REIMBURSE CITY FOR ALL COSTS OF ANY KIND INCURRED AS A RESULT OF OBF'S FAILURE TO COMPLY WITH THIS SECTION 5, INCLUDING, BUT NOT LIMITED TO, FINES, PENALTIES, CLEAN-UP AND DISPOSAL COSTS, AND LEGAL COSTS INCURRED AS A RESULT OF OBF'S HANDLING, TRANSPORTING, OR DISPOSING OF HAZARDOUS MATERIALS ON THE FIELDS AND PROPERTY OF CITY.

7. Repair and Maintenance. OBF shall, at its own cost and subject to the approval of City or its designee, repair and maintain the Fields during the term of the license granted herein. If, at any time, OBF shall, in the judgment of City, fail to perform properly its obligations under this section, City may, at its option, terminate this Agreement upon five (5) days' notice to OBF.

8. Management. OBF shall manage the Fields for the City including the scheduling of all users and sporting events, accessing and scheduling all repair and maintenance services, and such other management responsibilities as may be required and/or assigned from time to time by the City. OBF may charge fees for the use of the Fields by third-parties as further compensation for its agreement to manage, repair and maintain the Fields.

9. Standards. OBF shall comply with all statutes, ordinances, rules, regulations, orders and decisions (hereinafter referred to as "Standards"), issued by any federal, state or local governmental body or agency established thereby relating to OBF's use, management, repair and/or maintenance of the Fields. In its use of the Fields, and in allowing other use of the Fields, OBF shall at all times be in full compliance with all Standards, present or future, set by any agency, including, but not limited to, Standards concerning air quality, water quality, noise, and Hazardous Materials. In the event OBF fails to be in full compliance with Standards set by any agency, City may, but shall not be obligated to, after giving notice of the failure to OBF, and if OBF within fifteen (15) days of such notice fails to take actions to correct such non-compliance and does not actually correct the non-compliance within 30 days of taking action, take whatever action City determines in its sole discretion to be necessary to protect the Fields. OBF shall reimburse City for all costs (including but not limited to, consulting, engineering, clean-up and disposal, and legal costs) incurred by the City as a result of OBF's failure to comply with such Standards, and also such costs incurred by City in abating a violation of such Standards, protecting against a threatened violation of such Standards, defending any claim of violation of such Standards in any proceeding before any agency or court, and paying any fines or penalties imposed for such violations. **OBF SHALL, TO THE**

**EXTENT PERMITTED BY LAW, ASSUME LIABILITY FOR AND SHALL SAVE AND HOLD HARMLESS THE CITY FROM ANY CLAIM OF A VIOLATION OF THE STANDARDS REGARDLESS OF THE NATURE THEREOF OR THE AGENCY OR PERSON ASSERTING SUCH CLAIM, WHICH RESULTS FROM OBF'S USE OF LICENSED PROPERTY, WHETHER SUCH CLAIM ARISES IN WHOLE OR IN PART FROM THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF CITY OR OTHERWISE.**

10. **Tests and Inspections.** City shall have the right at any time to inspect the Fields so as to monitor compliance with this Agreement and apply any pesticide, including insecticides, that the City determines is necessary. If, in City's sole judgment, any installation on, or use or condition of the Fields may have an adverse effect on City, its Fields or adjacent property (whether or not owned by City), City shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the Fields, as it determines to be necessary or useful to evaluate the condition of the Fields.

11. **Insurance.** OBF agrees to obtain and keep in force, at its sole cost and expense, throughout the term of this Agreement, and in a form and with a company satisfactory to the City:

- A. Commercial General Liability insurance policy with combined single limits of not less than \$1,000,000.00;
- B. Contractual Liability insurance underwriting the indemnification, hold harmless and insurance provisions of this Agreement with combined single limits of not less than \$1,000,000.00;

OBF further agrees to name the City as an additional insured on the Commercial General Liability and Contractual Liability policies. Such insurance shall contain provisions to the effect that the naming of the City as an additional insured shall not affect any recovery to which the City would be entitled under the policy if it were not so named and that the insurance is primary and shall be without contribution from any similar insurance available to the City. OBF further understands and agrees that its employees, agents, representatives, members and/or any other person working or performing any act or service on behalf of OBF, are not employees of the City and shall have no claim or right under any City employee benefits including but not limited to worker's compensation insurance or medical/health insurance.

12. **INDEMNITY.** OBF SHALL AT ALL TIMES INDEMNIFY, SAVE AND HOLD HARMLESS CITY AGAINST AND PAY IN FULL ALL LOSSES, CLAIMS, JUDGMENTS, DAMAGES, OR EXPENSES THAT CITY MAY SUSTAIN, INCUR OR BECOME LIABLE FOR, RESULTING IN ANY MANNER FROM OBF'S USE, LEASE, MANAGEMENT, MAINTENANCE OR REPAIR OF THE FIELDS, INCLUDING, BUT NOT LIMITED TO, ANY SUCH LOSSES, DAMAGES OR EXPENSES ARISING OUT OF (A) LOSS OF OR DAMAGE TO PROPERTY, (B) INJURY TO OR DEATH OF PERSONS, (C) COMMUNICABLE DISEASES, INCLUDING BUT NOT LIMITED TO COVID-

19 (D) LIENS OF ANY CHARACTER, OR (E) TAXES OR ASSESSMENTS OF ANY KIND. IT IS THE INTENTION OF THE PARTIES THAT CITY'S RIGHT TO INDEMNITY HEREUNDER SHALL BE VALID AND ENFORCEABLE AGAINST OBF REGARDLESS OF NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) ON THE PART OF CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, UNLESS SUCH INJURY IS A RESULT OF THE SOLE NEGLIGENCE OF THE CITY.

13. Assumption of Risk and Waiver. At all times during OBF's use of the Fields, OBF assumes any and all risk of loss, damage, disease or injury of any kind to any person or property, including without limitation, the Fields subject to this Agreement. OBF's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on or about the Fields, accident or fire or other casualty on the Licensed Property, or electrical discharge, and noise or vibration resulting from transit operations on or near the Fields, and the effects of or infections from any disease including, but not limited to COVID-19. OBF, as a material part of the consideration for this Agreement, for and on behalf of itself, its employees, agents, servants, representatives, contractors, invitees and lessees, hereby waives any and all claims and demands against City for any such loss, damage, disease or injury and shall indemnify and hold harmless the City for any such claims as set forth in Section 12 above.

14. DISPUTE RESOLUTION AND WAIVER OF JURY TRIAL. CITY AND OBF AGREE THAT ALL DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY AND ALL REPRESENTATIONS OR WARRANTIES, IF ANY, WHICH CANNOT BE RESOLVED THROUGH INFORMAL NEGOTIATIONS SHALL BE RESOLVED BY WAY OF A TRIAL BEFORE THE JUDGE OF A COURT OF COMPETENT JURISDICTION. CITY AND OBF HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY. CITY AND OBF ACKNOWLEDGE AND REPRESENT THAT THEY HAVE KNOWINGLY AND VOLUNTARILY WAIVED THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL MATTER OR DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT.

15. Successors and Assigns. All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the City and OBF to the same extent and effect as the same are binding upon and insure to the benefit of the parties hereto.

16. Assignment. This Agreement and the license granted herein are personal to the OBF. OBF shall not assign or transfer (whether voluntarily or involuntarily) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of City, which may be withheld in City's sole and absolute discretion. Any attempted act in violation of this section shall be void and without effect and give City the right to immediately terminate this Agreement.

17. Waiver of Covenants or Conditions. The waiver by City of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement or be considered as a waiver by the City of any other covenant or condition under this Agreement.

18. Amendment. This Agreement may be amended at any time by the written agreement of City and OBF. All amendments to this Agreement shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

19. Revocable License and Termination. The license granted by this Agreement is revocable and may be terminated by City if OBF breaches any provision of this Agreement and such breach is not cured within 60 days of notice from City.

20. Cessation of Use Upon Termination. Upon the termination, revocation of cessation of this Agreement in any manner provided in this Agreement, OBF, upon demand of City and at OBF's own cost and expense, shall abandon and cease use of the Fields. In no event shall OBF have any claim against the City for any of the costs of repairing or maintaining the Fields.

21. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

22. Captions. The captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

23. Governing Law and Venue. The Agreement shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action arising from or related to this Agreement shall be the State District Courts of Ellis County, Texas.

24. Entire Agreement. This Agreement and the Exhibits hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior verbal or written agreements and understandings between the parties with respect to the items set forth herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF OVILLA, TEXAS**

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

ATTEST:

---

G Miller, City Secretary

APPROVED AS TO FORM:

---

Ron G. MacFarlane, Jr., Attorney City

**OVILLA BASEBALL FIELDS, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_, President

## AGENDA ITEM REPORT

### Item 5

Meeting Date: November 09, 2020

Discussion  Action

Submitted By: Staff

Reviewed By:  City Manager  City Secretary  City Attorney  
 Finance Director  Other: Staff

#### Attachments:

1. Engagement letter

#### Agenda Item / Topic:

ITEM 5. DISCUSSION/ACTION – Consideration of and action on an extension to the Agreement by and between Eddie Peacock, PLLC and the City of Ovilla to provide interim financial support services, authorizing the Mayor to execute said document(s).

#### Discussion / Justification:

Staff has made great strides and a concentrated effort in the accounting/finance department to organize and stay on top of the workload since last March. To assist the Finance Director on the completion of necessary accounting duties and to get the City's Finances up to date and prepare for the FY2020 Audit, staff is requesting the services of Mr. Eddie Peacock be implemented. Finance Director Sharon Jungman identified specific needs which are included in the engagement letter with Mr. Peacock, PLLC. Estimated completion is March 31, 2021.

1. Complete monthly bank reconciliations.
2. Consolidating marked bank accounts into the consolidated account.
3. Account reconciliations and adjustments in preparation for the FY20 fiscal year end audit.
4. Updating the Fund View chart of accounts for consistency.
5. Reconciliation of the employee benefits trust fund.

#### Financial Impact

The budget-line item for accounting support services is \$5,000. If approved, staff will prepare an ordinance for a budget amendment at mid-year budget review. This financial management support is essential to accomplish all the updates to the City finances necessary to bring the City up to date.

#### Recommendation / Staff Comments:

Staff recommends approval

#### Sample Motion(s):

I move to approve/deny an extension to the Agreement by and between Eddie Peacock, PLLC and the City of Ovilla to provide interim financial support services, authorizing the Mayor to execute said document(s).

*Eddie Peacock, PLLC  
102 Brookside Drive  
Grapevine, Texas 76051*

October 15, 2020

Pam Woodall, City Manager  
City of Ovilla  
105 Cockrell Hill  
Ovilla, Texas 75154

Dear Ms. Woodall:

According to our contract extension and engagement letter for interim financial support services, the term will expire unless we agree in writing, as noted below:

**11. Term**

This AGREEMENT shall be effective as of February 24, 2020 and shall terminate on June 30, 2020, unless the term hereof is extended pursuant to express written AGREEMENT of the parties or unless previously terminated as provided in Section 12 below.

Upon execution, this letter serves as written agreement to extend the term of our contract to March 31, 2021.

Interim support and training will be focused on accomplishing:

1. Monthly bank reconciliations
2. Consolidating marked bank accounts into the consolidated account
3. Account reconciliations and adjustments in preparation for the FY20 fiscal year end audit
4. Updating the FundView chart of accounts for consistency
5. Reconciliation of the employee benefits trust fund.

The estimated hours to complete through March 31, 2021 is 160 hours. The estimated cost is \$17,500. Additional time is subject to approval by the City Manager.

I am happy to continue this service and provide the City of Ovilla the additional financial management support. Thank you for your confidence and your continued business.

City of Ovilla, Texas

Eddie Peacock, PLLC

By:

By:

*Eddie B. Peacock*

Date:

Date: October 15, 2020

## AGENDA ITEM REPORT

### Item 6

Meeting Date: November 09, 2020

Discussion  Action

Submitted By: Staff

Reviewed By:  City Manager  City Secretary  City Attorney  
 Finance Director  Other: Staff

Department: Admin / Public Works

Budgeted Expense:  YES  NO  N/A

#### Attachments:

1. September 17 letter from CWD
2. October letter from CWD with attachments
3. Financial impact

#### Agenda Item / Topic:

**ITEM 6. DISCUSSION/ACTION** – Consideration of and action on (Community Waste Disposal) CWD annual request for Residential & Commercial Market Adjustment, effective December 01, 2020 authorizing the Mayor to execute said document(s).

#### Discussion / Justification:

Notice was received from CWD in September that CWD intended to increase rates and would forward formal notice of the increase amounts at a later date. October 29, staff received a second notice informing Ovilla of their request for a market adjustment with new rates to be effective December 01, 2020.

Per the contract agreement, one CPI increase is allowed annually with a 60-day advanced notice. Based on the date and receipt of the first notice from CWD, they would be within the required timeline for advanced notice to be effective December 2020 – if that is acceptable. If we respond to the second notice that included the market adjustments, the earliest effective date would be December 29, therefore staff would recommend that if Council approves, to make the market adjustment increase effective on the January 01, 2021 billing cycle

#### Increases will impact:

Monthly residential base rate from \$14.61 to \$14.93	.32 increase
Commercial Trash Cart rate from \$21.54 to \$22.17	.63 increase
8 yard-once a week pickup from \$180.00 to 187.43	7.43 increase

The above increases based on the 1555 current residents will increase the residential service by \$497.60 per month and commercial by \$6.93 per month. The City's yearly total will increase by **\$4541** for January through September based on 1555 residential and 11 Commercial Customers. If our customer totals increased, the cost would also increase.

#### Options:

The City's has \$277,221 budgeted for Solid Waste (Garbage) expense. The increase would result in a \$3,348 budget deficit, which does not include any additional roll off containers, brush pickup or new customers. Staff would need to return with a budget amendment if approved unless Council chooses to pass a portion of the increase to the customer.

The City could absorb the extra cost with the current base residential customer fee (\$15.52) but will lose money on the senior rate (\$14.28). The City has absorbed two previous increases from CWD.

**Recommendation / Staff Comments:**

N/A

**Sample Motion(s):**

I move to approve/deny (Community Waste Disposal) CWD's annual request for Residential & Commercial Market Adjustment, effective \_\_\_\_\_ authorizing the Mayor to execute said document(s) and directs staff to return with (budget amendment or ordinance to increase fees).



CommunityWasteDisposal.com  
Since 1984

September 17, 2020

Glennell Miller  
City Secretary  
City of Ovilla  
105 S Cockrell Hill Rd  
Ovilla, TX 75154

**RE: Notice of Modification of Rates Effective December 1, 2020**

Glennell:

This notice is to inform you that Community Waste Disposal LP (CWD) as outline in the "Municipal Solid Waste Collection, Transportation and Disposal Contract" wishes a Modification to Rates effective December 01, 2020. Within the next few weeks CWD will be providing to you the details for this adjustment.

If you have any questions concerning this matter, please feel free to contact Jason Roemer at 972.392.9300 ext. 3220 or on his mobile phone 214.418.5017.

Sincerely,

A handwritten signature in black ink, appearing to read "David Dalrymple".

David Dalrymple  
Accounts Receivable Manager

CC: Jason Roemer  
Greg Roemer  
Dale Pound

CommunityWasteDisposal.com  
CommunityWasteDisposal.com

2010 California Crossing  
Dallas, Texas 75220-2310  
telephone  
972.392.9300 • 817.795.9300  
facsimile  
972.392.9301



CommunityWasteDisposal.com  
Since 1984



October 14, 2020

Glennell Miller  
City Secretary  
City of Ovilla  
105 S Cockrell Hill Rd  
Ovilla, TX 75154

**RE: Request for Residential & Commercial Market Adjustment Effective December 01, 2020**

Dear Glennell:

In accordance with the "Municipal Solid Waste Collection, Transportation and Disposal Contract", Community Waste Disposal (CWD) may request an annual market adjustment. This notice is to inform you of our request for a Market Adjustment effective December 01, 2020. Attached is a new exhibit "A" outlining the changes in rates, the U.S. Department of Labor information regarding the CPI index, the DOE regional fuel prices and a worksheet that recaps the changes in disposal, fuel and landfill.

The information below is a sample that reflects the adjustment for Ovilla's residential and commercial customer base.

**2019** = Residential rate - \$14.61 / Commercial Trash Cart rate - \$21.54 / 8 Yard Once a Week - \$180.00  
**2020** = Residential rate - \$14.93 / Commercial Trash Cart rate - \$22.17 / 8 Yard Once a Week - \$187.43

If you have any questions concerning this subject, please feel free to contact Jason Roemer at 972.392.9300 x 3220 or on his mobile at 214.418.5017.

Sincerely,  
*D. Dalrymple Jr*

David Dalrymple  
Accounts Receivable Manager

Enc: CPI Statistical Data  
DOE Regional Diesel Fuel Prices  
Calculation Worksheet  
Exhibit A

CC: Jason Roemer  
Greg Roemer  
Dale Pound



CommunityWasteDisposal.com  
Since 1981

2010 California Crossing Road  
Dallas, Texas 75220-2310  
Telephone: 972.392.9300 • 817.795.9300  
Fax: 972.392.9301

INVOICE # 1085050  
DATE 10/31/2020  
ACCOUNT # 102326-001  
AMOUNT DUE: 23,002.34

**Bill To:** OVILLA - RESIDENTIAL  
CITY OF OVILLA  
105 S COCKRELL HILL RD  
OVILLA, TX 75154

**Service Address:**  
OVILLA - RESIDENTIAL  
105 S COCKRELL HILL RD  
OVILLA, TX 75154

DATE PAID \_\_\_\_\_ CHECK NO. \_\_\_\_\_ AMOUNT \_\_\_\_\_

For Proper Credit Please Return Top Portion Or Enter Your CWD Account Number On Your Check.

DATE	REFERENCE	DESCRIPTION	QUANTITY	AMOUNT	TOTAL
10/31/20		RESIDENTIAL TRASH SERVICE	1,555.00✓	10.470	16,280.85
10/31/20		RESIDENTIAL RECYCLING	1,555.00✓	3.300	5,131.50
10/31/20		HOUSEHOLD HAZARDOUS WASTE	1,555.00✓	0.840	1,306.20
10/31/20		COMMERCIAL REFUSE SERVICE	11.00	21.540	236.94
10/31/20		COMMERCIAL REFUSE SERVICE	3.00	12.930	38.79
10/31/20		RECYCLING SERVICES/RENTAL	1.00	3.220	3.22
10/31/20		RECYCLING SERVICES/RENTAL	2.00	2.420	4.84
 100-45-55465					
		OCTOBER 2020		Invoice Total:	23,002.34



Invoice # 1085050  
CommunityWasteDisposal.com

Account: 102326-001 - OVILLA - RESIDENTIAL  
2010 California Crossing

Dallas, TX

## 2020 CITY of OVILLA Exhibit "A"

City of Ovilla's Solid Waste Collection and Recycling Services	Dec 2019 Net Rate to CWD	Dec 2019 Ovilla Customer Rate	CPI Adjustment	Fuel Adjustment	Disposal Adjustment	Total Adjustment	Dec 2020 Net Rate to CWD	Dec 2020 Ovilla Customer Rate
			1.10%	-21.65%	21.05%			
<p><b>Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.</b></p>								
<b>Residential Collection</b>								
Residential Single Family Trash Rate (once a week)	<b>N/A</b>	\$10.47	\$0.06	-\$0.45	\$0.71	\$0.32	\$10.79	<b>N/A</b>
Duplex Unity (per unit) Trash Rate (once a week)	<b>N/A</b>	\$10.47	\$0.06	-\$0.45	\$0.71	\$0.32	\$10.79	<b>N/A</b>
Trailer Park (per unity) Trash Rate (once a week)	<b>N/A</b>	\$10.47	\$0.06	-\$0.45	\$0.71	\$0.32	\$10.79	<b>N/A</b>
	<b>Percent of Adjustment</b>	69%	20%	11%				
Residential Recycling Rate (every other week)	<b>N/A</b>	\$3.30	\$0.00	\$0.00	\$0.00	\$0.00	\$3.30	<b>N/A</b>
Additional Residential Recycling Cart Pricing (each)	<b>N/A</b>	\$3.30	\$0.00	\$0.00	\$0.00	\$0.00	\$3.30	<b>N/A</b>
Residential X-treme Green Event	<b>N/A</b>	\$0.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.84	<b>N/A</b>
Replace lost/stolen Recycle Cart (each)	<b>N/A</b>	\$75.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75.00	<b>N/A</b>
<b>Commercial Cart</b>								
	<b>\$21.54</b>	48%	20%	32%				
First Trash Poly-Cart (once a week service)	<b>N/A</b>	\$21.54	\$0.11	-\$0.93	\$1.45	\$0.63	\$22.17	<b>City Bills</b>
Price for Each Additional Trash Poly-Cart	<b>N/A</b>	\$12.93	\$0.07	-\$0.56	\$0.87	\$0.38	\$13.31	<b>City Bills</b>
	<b>Percent of Adjustment</b>	69%	20%	11%				
First Recycle Poly-Cart (every other week service)	<b>N/A</b>	\$3.22	\$0.02	-\$0.14	\$0.07	-\$0.05	\$3.17	<b>City Bills</b>
Price for Each Additional Recycle Poly-Cart	<b>N/A</b>	\$2.42	\$0.02	-\$0.10	\$0.06	-\$0.02	\$2.40	<b>City Bills</b>
<b>Front Load Commercial Trash Container Services</b>								
	<b>Percent of Adjustment</b>	57%	13%	30%				
2 Cubic Yard Container								
One time per week	<b>\$83.83</b>	\$79.64	\$0.50	-\$2.24	\$5.03	\$3.29	\$82.93	<b>\$87.29</b>
3 Cubic Yard Container								
One time per week	<b>\$95.89</b>	\$91.10	\$0.57	-\$2.56	\$5.75	\$3.76	\$94.86	<b>\$99.85</b>
4 Cubic Yard Container								
One time per week	<b>\$119.88</b>	\$113.89	\$0.71	-\$3.21	\$7.19	\$4.69	\$118.58	<b>\$124.82</b>
6 Cubic Yard Container								
One time per week	<b>\$143.80</b>	\$136.61	\$0.86	-\$3.84	\$8.63	\$5.65	\$142.26	<b>\$149.75</b>
8 Cubic Yard Container								
One time per week	<b>\$180.00</b>	\$171.00	\$1.07	-\$4.81	\$10.80	\$7.06	\$178.06	<b>\$187.43</b>
Extra Pick-Ups and Reloads								
2 cu. Yd. Containers	<b>\$36.92</b>	\$35.07	\$0.22	-\$0.99	\$2.21	\$1.44	\$36.51	<b>\$38.43</b>
3 cu. Yd. Containers	<b>\$38.01</b>	\$36.11	\$0.23	-\$1.02	\$2.28	\$1.49	\$37.60	<b>\$39.58</b>
4 cu. Yd. Containers	<b>\$39.09</b>	\$37.14	\$0.23	-\$1.05	\$2.35	\$1.53	\$38.67	<b>\$40.71</b>
6 cu. Yd. Containers	<b>\$41.28</b>	\$39.22	\$0.25	-\$1.10	\$2.48	\$1.63	\$40.85	<b>\$43.00</b>
8 cu. Yd. Containers	<b>\$42.36</b>	\$40.24	\$0.25	-\$1.13	\$2.54	\$1.66	\$41.90	<b>\$44.11</b>
<b>Commercial Special Services</b>								
	<b>Percent of Adjustment</b>	100%	0%	0%				
Container Inside Four Side Enclosures - Per Pick-Up, Per Container	<b>\$4.06</b>	\$3.86	\$0.04	\$0.00	\$0.00	\$0.04	\$3.90	<b>\$4.11</b>
Caster - (<4 cu. Yd.) Per Pick-up, Per Container	<b>\$4.06</b>	\$3.86	\$0.04	\$0.00	\$0.00	\$0.04	\$3.90	<b>\$4.11</b>
Locks - Per Pick Up, Per Container	<b>\$4.06</b>	\$3.86	\$0.04	\$0.00	\$0.00	\$0.04	\$3.90	<b>\$4.11</b>
One Container Inside Gated Property - Per Pick-Up, Per Container	<b>\$4.06</b>	\$3.86	\$0.04	\$0.00	\$0.00	\$0.04	\$3.90	<b>\$4.11</b>
Two Containers Inside Gated Property - Per Pick-Up, Per Container	<b>\$2.71</b>	\$2.57	\$0.03	\$0.00	\$0.00	\$0.03	\$2.60	<b>\$2.74</b>
Three or More Containers Inside Gated Property - Per Pick-Up, Per Container	<b>\$1.36</b>	\$1.29	\$0.01	\$0.00	\$0.00	\$0.01	\$1.30	<b>\$1.37</b>
<b>Rolloff Compactors</b>								
	<b>Percent of Adjustment</b>	80%	20%	0%				
Trip Charge (Dry Run) - weekday	<b>\$116.62</b>	\$110.79	\$0.97	-\$4.80	\$0.00	-\$3.83	\$106.96	<b>\$112.59</b>
Trip Charge (Dry Run) - weekend	<b>\$148.43</b>	\$141.01	\$1.24	-\$6.11	\$0.00	-\$4.87	\$136.14	<b>\$143.31</b>
	<b>Percent of Adjustment</b>	37%	13%	50%				
30 Cubic Yard Per Haul - weekday ** +	<b>\$452.37</b>	\$429.75	\$1.75	-\$12.10	\$45.23	\$34.88	\$464.63	<b>\$489.08</b>
30 Cubic Yard Per Haul - weekend ** +	<b>\$485.31</b>	\$461.04	\$1.88	-\$12.98	\$48.52	\$37.42	\$498.46	<b>\$524.69</b>
35 Cubic Yard Per Haul - weekday ** +	<b>\$452.37</b>	\$429.75	\$1.75	-\$12.10	\$45.23	\$34.88	\$464.63	<b>\$489.08</b>
35 Cubic Yard Per Haul - weekend ** +	<b>\$485.31</b>	\$461.04	\$1.88	-\$12.98	\$48.52	\$37.42	\$498.46	<b>\$524.69</b>
42 Cubic Yard Per Haul - weekday ** +	<b>\$452.37</b>	\$429.75	\$1.75	-\$12.10	\$45.23	\$34.88	\$464.63	<b>\$489.08</b>
42 Cubic Yard Per Haul - weekend ** +	<b>\$485.31</b>	\$461.04	\$1.88	-\$12.98	\$48.52	\$37.42	\$498.46	<b>\$524.69</b>
	<b>Percent of Adjustment</b>	0%	0%	100%				
** Plus Disposal Per Ton if over 8,000 lb.'s	<b>\$37.63</b>	\$35.75	\$0.00	\$0.00	\$7.53	\$7.53	\$43.28	<b>\$45.56</b>
+ Excess Payload for Trucks Over 27 Tons	<b>\$94.07</b>	\$89.37	\$0.00	\$0.00	\$18.81	\$18.81	\$108.18	<b>\$113.87</b>

2020 CITY of OVILLA Exhibit "A"

City of Ovilla's Solid Waste Collection and Recycling Services	Dec 2019 Net Rate to CWD	Dec 2019 Ovilla Customer Rate	CPI Adjustment	Fuel Adjustment	Disposal Adjustment	Total Adjustment	Dec 2020 Net Rate to CWD	Dec 2020 Ovilla Customer Rate
	1.10%	-21.65%						

**Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.**

# City of Ovilla Adjustment Worksheet

Effective December 01, 2020

**Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.**

<b>Fuel worksheet</b>		
	July, Aug & Sept of 2018	July, Aug & Sept of 2019
Week 1	2.827	2.154
Week 2	2.858	2.157
Week 3	2.761	2.172
Week 4	2.745	2.184
Week 5	2.740	2.188
Week 6	2.744	2.174
Week 7	2.751	2.177
Week 8	2.763	2.183
Week 9	2.787	2.175
Week 10	2.793	2.183
Week 11	2.804	2.198
Week 12	2.805	2.198
Week 13	2.804	2.204
<b>Average</b>	<b>2.783</b>	<b>2.181</b>
<b>Dollar Change</b>	<b>(0.603)</b>	
<b>Percent of Change</b>		<b>-21.65%</b>

<b>McCommas Landfill Information</b>	
Landfill Prior	28.50
Current	34.50
Difference in \$	6.00
<b>Percentage</b>	<b>21.05%</b>

<b>CPI Information</b>	
CPI Sept 18	245.477
CPI Sept 19	248.120
2019 less 2018	2.643
<b>Percentage</b>	<b>1.1%</b>

<b>INDEX CHANGE</b>	
CPI%	1.1%
Fuel %	-21.65%
Disposal %	21.05%

	R/O Excessive				
	F/L	R/O	Weight	Resi Trash	Resi Rcy
CPI	57%	37%	0%	48%	69%
Fuel	13%	13%	0%	20%	20%
Disposal	30%	50%	100%	32%	11%
	100%	100%	100%	100%	100%

	R/O Excessive				
	F/L	R/O	Weight	Resi Trash	Resi Rcy
CPI	0.63%	0.41%	0.00%	0.53%	0.76%
Fuel	-2.82%	-2.82%	0.00%	-4.33%	-4.33%
Disposal	6.32%	10.53%	21.05%	6.74%	2.32%
<b>Total</b>	<b>4.13%</b>	<b>8.12%</b>	<b>21.05%</b>	<b>2.93%</b>	<b>n/a</b>



U.S. BUREAU OF LABOR STATISTICS

## Databases, Tables &amp; Calculators by Subject

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## CPI for All Urban Consumers (CPI-U)

Series Id: CUURS37ASA0LE, CUUSS37ASA0LE

Not Seasonally Adjusted

Series Title: All items less energy in Dallas-Fort Worth-Arlington, TX, all urban consumers, not seasonally adjusted

Area: Dallas-Fort Worth-Arlington, TX

Item: All items less energy

Base Period: 1982-84=100

Download: [XLS](#) [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2010	203.673		203.572		202.918		201.472		203.649		202.999		203.065	203.204	202.926
2011	204.112		206.036		206.064		206.418		207.691		209.171		206.797	205.596	207.998
2012	209.278		210.745		211.017		211.076		212.619		213.603		211.587	210.496	212.679
2013	214.034		215.132		214.590		215.479		216.630		216.241		215.472	214.706	216.239
2014	216.948		218.185		218.293		218.085		218.872		219.281		218.398	217.903	218.893
2015	219.851		221.760		221.630		221.408		222.473		223.021		221.817	221.209	222.425
2016	224.102		225.823		226.910		227.315		227.995		228.292		226.940	225.868	228.013
2017	228.486		229.667		230.934		231.424		233.624		234.845		231.645	229.824	233.467
2018	234.774		235.907		237.847		237.289		238.686		240.358		237.587	236.353	238.822
2019	241.185		242.060		241.921		243.642		245.477		244.604		243.399	242.075	244.724
2020	244.920		246.282		245.301		247.299		248.120					245.580	

## 12-Month Percent Change

Series Id: CUURS37ASA0LE, CUUSS37ASA0LE

Not Seasonally Adjusted

Series Title: All items less energy in Dallas-Fort Worth-Arlington, TX, all urban consumers, not seasonally adjusted

Area: Dallas-Fort Worth-Arlington, TX

Item: All items less energy

Base Period: 1982-84=100

Download: [XLS](#) [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2010	0.7		-0.1		0.4		-0.4		-0.1		-0.3		0.0	0.2	-0.2
2011	0.2		1.2		1.6		2.5		2.0		3.0		1.8	1.2	2.5
2012	2.5		2.3		2.4		2.3		2.4		2.1		2.3	2.4	2.3
2013	2.3		2.1		1.7		2.1		1.9		1.2		1.8	2.0	1.7
2014	1.4		1.4		1.7		1.2		1.0		1.4		1.4	1.5	1.2
2015	1.3		1.6		1.5		1.5		1.6		1.7		1.6	1.5	1.6
2016	1.9		1.8		2.4		2.7		2.5		2.4		2.3	2.1	2.5
2017	2.0		1.7		1.8		1.8		2.5		2.9		2.1	1.8	2.4
2018	2.8		2.7		3.0		2.5		2.2		2.3		2.6	2.8	2.3
2019	2.7		2.6		1.7		2.7		2.8		1.8		2.4	2.4	2.5
2020	1.5		1.7		1.4		1.5		1.1				1.4		

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► [Multi-Family Recycling](#)  
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(<https://dallascityhall.com/departments/sanitation/Pages/multifamilyrecyclingHaulers.aspx>)

## Commercial Landfill Customers



(<https://www.velocitypayment.com/vbills/bankofamerica/landfill/login.go>)

## Rate Changes Effective October 1, 2020

- \$34.20 per ton – McCommas Bluff Landfill
- Additional \$2.00 per ton Customer Processing Fee for all customers paying by cash, check or credit card for individual loads.

## McCommas Bluff Landfill Rates

Service	Fee
Gate Rate	\$34.20/ton
Cash Customer Processing Fee (Effective January 1, 2020)	\$2.00/ton
Tipper Fee (taxable)	\$91.50/load
Pull offs (taxable)	\$48.80/load
Uncovered Load Fee	\$10.00

**Interactive Graph | DOE Diesel Prices | Comdata and T-Chek Averages | Fuel News**

## 2020 DOE Regional Diesel Fuel Prices

2020										
Date	U.S.	East	New	Central	Lower	Midwest	Gulf	Rocky	West	California
	Average	Coast	England	Atlantic	Atlantic		Coast	Mountain	Coast	
10/12	2.395	2.473	2.578	2.649	2.332	2.275	2.148	2.330	2.933	3.258
10/5	2.387	2.473	2.577	2.655	2.328	2.259	2.141	2.319	2.928	3.252
9/28	2.394	2.473	2.592	2.658	2.323	2.269	2.154	2.336	2.928	3.236
9/21	2.404	2.486	2.601	2.662	2.343	2.282	2.157	2.348	2.941	3.257
9/14	2.422	2.499	2.605	2.676	2.357	2.308	2.172	2.368	2.955	3.267
9/7	2.435	2.511	2.612	2.689	2.370	2.321	2.184	2.378	2.964	3.276
8/31	2.441	2.519	2.622	2.694	2.379	2.329	2.188	2.385	2.972	3.276
8/24	2.426	2.506	2.620	2.683	2.363	2.308	2.174	2.369	2.960	3.265
8/17	2.427	2.508	2.627	2.684	2.365	2.308	2.177	2.365	2.958	3.264
8/10	2.428	2.514	2.633	2.692	2.370	2.305	2.183	2.369	2.955	3.256
8/3	2.424	2.517	2.631	2.696	2.372	2.298	2.175	2.343	2.955	3.253
7/27	2.427	2.519	2.632	2.697	2.375	2.301	2.183	2.342	2.954	3.256
7/20	2.433	2.520	2.626	2.699	2.377	2.309	2.198	2.343	2.954	3.248
7/13	2.438	2.531	2.650	2.707	2.387	2.313	2.198	2.345	2.954	3.251
7/6	2.437	2.527	2.652	2.696	2.388	2.306	2.204	2.345	2.960	3.260
6/29	2.430	2.524	2.648	2.704	2.377	2.299	2.194	2.343	2.948	3.246
6/22	2.425	2.515	2.631	2.694	2.370	2.289	2.197	2.353	2.945	3.237
6/15	2.403	2.501	2.628	2.673	2.359	2.256	2.174	2.346	2.930	3.218
6/8	2.396	2.501	2.629	2.672	2.359	2.240	2.172	2.351	2.918	3.198
6/1	2.386	2.492	2.615	2.666	2.349	2.226	2.171	2.340	2.900	3.181

[Interactive Graph](#) | [DOE Diesel Prices](#) | [Comdata and T-Chek Averages](#) | [Fuel News](#)

## 2019 DOE Regional Diesel Fuel Prices

2019										
Date	U.S.	East	New England	Central	Lower	Midwest	Gulf	Rocky	West	California
	Average	Coast		Atlantic	Atlantic		Coast	Mountain	Coast	
12/30	3.069	3.096	3.114	3.271	2.975	2.978	2.808	3.113	3.623	3.899
12/23	3.041	3.052	3.098	3.245	2.913	2.968	2.763	3.127	3.594	3.866
12/16	3.046	3.053	3.083	3.239	2.921	2.970	2.763	3.161	3.616	3.882
12/9	3.049	3.050	3.085	3.241	2.914	2.966	2.759	3.207	3.647	3.904
12/2	3.070	3.059	3.078	3.246	2.928	2.982	2.779	3.241	3.704	3.960
11/25	3.066	3.054	3.063	3.247	2.921	2.969	2.776	3.246	3.720	3.983
11/18	3.074	3.053	3.049	3.246	2.922	2.971	2.792	3.232	3.756	4.003
11/11	3.073	3.050	3.042	3.245	2.919	2.972	2.795	3.203	3.758	4.014
11/4	3.062	3.041	3.034	3.244	2.905	2.955	2.795	3.166	3.746	4.011
10/28	3.064	3.056	3.028	3.246	2.932	2.963	2.806	3.082	3.724	3.998
10/21	3.050	3.045	3.045	3.235	2.916	2.957	2.802	3.044	3.675	3.980
10/14	3.051	3.044	3.042	3.227	2.920	2.967	2.805	3.041	3.653	3.982
10/7	3.047	3.041	3.047	3.224	2.915	2.967	2.804	3.022	3.642	3.981
9/30	3.066	3.065	3.056	3.238	2.948	2.987	2.827	3.032	3.645	3.976
9/23	3.081	3.083	3.070	3.252	2.971	2.992	2.858	3.034	3.650	3.976
9/16	2.987	2.998	3.013	3.177	2.874	2.882	2.761	2.959	3.574	3.901
9/9	2.971	2.992	3.022	3.161	2.871	2.864	2.745	2.933	3.548	3.878
9/2	2.976	3.000	3.027	3.178	2.874	2.874	2.740	2.924	3.555	3.885
8/26	2.983	3.003	3.031	3.186	2.874	2.890	2.744	2.936	3.556	3.887
8/19	2.994	3.019	3.048	3.199	2.892	2.900	2.751	2.939	3.564	3.887
8/12	3.011	3.034	3.073	3.215	2.904	2.924	2.763	2.940	3.580	3.909
8/5	3.032	3.055	3.107	3.233	2.923	2.942	2.787	2.965	3.605	3.940
7/29	3.034	3.059*	3.106	3.246	2.924	2.940	2.793	2.967	3.606	3.940
7/22	3.044	3.072	3.122	3.259	2.937	2.948	2.804	2.978	3.611	3.939
7/15	3.051	3.080	3.131	3.272	2.941	2.956	2.805	2.975	3.624	3.952
7/8	3.055	3.081	3.134	3.275	2.940	2.968	2.804	2.980	3.624	3.953
7/1	3.042	3.080	3.135	3.270	2.941	2.924	2.803	2.998	3.628	3.963

## CWD Increase as of 12-1-20

	Current Monthly Rate	New Rate as of Dec. 1, 2020	Increase Per Customer	Number of Customers	Monthly Increase	Monthly Totals
Residential Trash	14.61	14.93	0.32	1555	497.60	23,216.15
Commercial Trash	21.54	22.17	0.63	11	6.93	243.87
Other Services						46.85
Monthly Increase					504.53	23,506.87
					9	9
Increase from Jan. to Sept.					4,540.77	211,561.83
FY2021 Budget Less Oct-Dec.Expenses						208,213.98
Deficit with no new customers, no extra roll off containers or brush						3,347.85

Current Ovilla Residential Rates	15.52
Current Ovilla Senior Rates	14.28

## AGENDA ITEM REPORT

### Item 7

Meeting Date: November 09, 2020

Department: Admin / Public Works

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted By: Staff

Reviewed By:  City Manager  City Secretary  City Attorney  
 Finance Director  Other: Staff

#### Attachments:

1. Excerpt from CWD contract

#### Agenda Item / Topic:

ITEM 7. DISCUSSION/ACTION – Consideration of and action on the selection date(s) for the City's annual household hazardous waste and brush clean-up day(s), in accordance with Section 5.3 (b) City Services of the contract.

#### Discussion / Justification:

CWD and staff have been working together to set the City's annual HHW day. April 24 from 8-noon is the best date discussed.

Public Works Director J. Kuykendall has suggested separating the HHW and the brush pick up days and CWD was agreeable with that. A second date has not been selected but staff recommends it be either the weekend before or after HHW if Council so desires.

#### Recommendation / Staff Comments:

Staff recommends approval

#### Sample Motion(s):

I move to approve/deny setting the city's Annual HHW day to April 24, 2020 from 8-noon.

***EXCERPT FROM CWD CONTRACT***

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.

## AGENDA ITEM REPORT

### Item 8

Meeting Date: November 09, 2020

Discussion  Action

Submitted By: Staff

Reviewed By:  City Manager  City Secretary  City Attorney  
 Finance Director  Other: Staff

#### Attachments:

1. BKD Audit Firm submittal

#### Agenda Item / Topic:

ITEM 8. DISCUSSION/ACTION – Consideration of and action on the recommendation of the Finance Review Committee for the selection of the City's auditing firm, directed staff to begin negotiations and return with an agreement.

#### Discussion / Justification:

The City's current Agreement with Yeldell, Wilson & Co., P.C. is complete as of the fiscal year audit ended September 30, 2019. Local government statutes do not require the City to rotate auditors but does require the selection of a Professional Auditor be made through the process of Request for Qualifications (RFQ) when so desired or needed.

City staff posted a RFQ/*Request for Qualifications for Professional Auditing Services* [pw1] on September 30, 2020. The City received two responses received by the deadline of Tuesday, October 20, 2020. Wednesday, November 04, 2020, the Finance Review Committee (Mayor Dormier, PL4 Hunt, Finance Director S. Jungman and CM Woodall) met to review the proposals received.

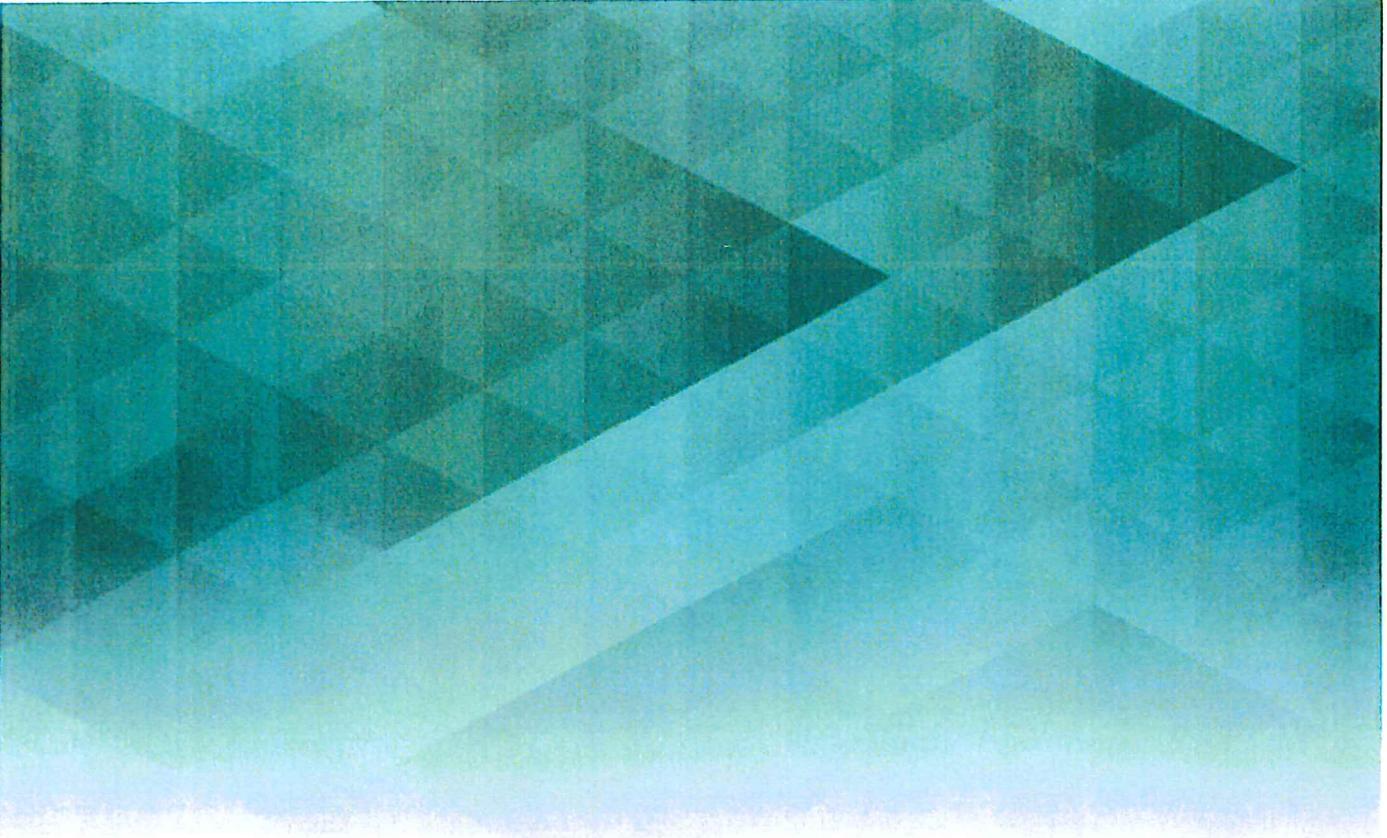
The Finance Committee evaluated the qualifications and would like to negotiate with selected audit firm BKD. At the December 14, 2020 Council meeting, staff will return hopefully with an engagement letter and contract for execution and to begin the audit for fiscal year ended September 30, 2020.

#### Recommendation / Staff Comments:

Staff recommends approval

#### Sample Motion(s):

I move to approve/deny the Finance Committee's recommendation to proceed with negotiations for an agreement with BKD Auditing Firm to perform annual professional auditing services and prepare financial statements according to the Governmental Auditing Standards for the City of Ovilla, the Ovilla Economic Development Corporation and the Ovilla Municipal Development District for the fiscal years ending September 2021 through September 2023 (2025?) as presented.



## **Municipality Expertise You Can Count On**

**Responsive Advisors with a  
Commitment to Unmatched Client  
Service®**

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### **RFQ 2020.09 – Request for Qualifications for Professional Auditing Services**

David M. Coleman, CPA | Partner | [dcoleman@bkd.com](mailto:dcoleman@bkd.com)  
Phone: 972.702.8262  
14241 Dallas Parkway | Suite 1100 | Dallas, TX 75254

**BKD**  
CPAs & Advisors

**ORIGINAL**



October 15, 2020

Ms. Sharon Jungman  
Director of Finance  
City of Ovilla, Texas  
105 S. Cockrell Hill Road  
Ovilla, Texas 75154

Dear Ms. Jungman:

Amid numerous complex challenges such as frequently changing accounting rules and decreased budgets, for municipalities such as City of Ovilla, Texas (City), maintaining the public's trust is still paramount. To effectively serve the City's needs, you need confidence in your operations and ability to demonstrate sound fiscal stewardship and transparency regarding how funds are used. Working with a reputable firm with extensive experience serving Texas municipalities and that can provide assistance and guidance on best practices throughout the year. That's where BKD CPAs & Advisors comes in.

Providing personal attention and frequent communication to our clients is what drives us—and delivering value beyond the basic service approach is among our top priorities. In addition to the benefits described throughout our proposal, BKD offers the following:

- ▶ Local advisors with a strong commitment to the Texas public sector, including municipalities
- ▶ Knowledge of applicable GASB requirements
- ▶ Articles, webinars, and training opportunities to help you stay on top of industry developments
- ▶ Extensive experience with the Government Finance Officer's (GFOA) Certificate of Achievement for Excellence in Financial Reporting Program (CAFR Program)
- ▶ Informed professionals offering insight for economic growth and development opportunities
- ▶ Advisors committed to **Unmatched Client Service®**

We believe our proposal will help you select our firm for efficient and objective services delivered by experienced professionals. We are committed to performing the audit within the required time frame. This proposal is final and irrevocable for 180 days. We will call you soon to answer questions you may have about this proposal, or you may reach us at 972.702.8262 or by email as provided below.

Sincerely,



David M. Coleman, CPA  
Partner  
[dcoleman@bkd.com](mailto:dcoleman@bkd.com)



Rachel R. Ormsby, CPA  
Director  
[rormsby@bkd.com](mailto:rormsby@bkd.com)



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## Executive Summary

The City of Ovilla, Texas (City), similar to other municipalities across our Lone Star State, strives to meet the needs and expectations of your residents. The City needs to keep your focus on serving your community, rather than on worrying about whether your financial statements are in order and your internal controls are sufficient. That's where BKD CPAs & Advisors comes in. A trusted advisor to approximately 500 public sector entities nationwide, BKD can provide resources and ideas for continued growth opportunities for the City. Our responsiveness and dedication to **Unmatched Client Service®** means we are committed to delivering the proactive updates and insight intended to help you succeed according to your required timing.

You can expect the following from working with BKD:

- ▶ An experienced team of knowledgeable advisors who have previously worked effectively with a key City professional
- ▶ Frequent communication provided by attentive professionals
- ▶ A high-quality audit approach that includes an audit presentation provided by executive-level professionals
- ▶ A smooth transition, including a complimentary visit to the City to get to know staff and discuss key transactions
- ▶ Educational resources for Texas governments, including our annual Public Sector Seminar in the Dallas/Fort Worth area, as well as opportunities for complimentary continuing professional education (CPE) year-round

There's a difference between an accountant and a trusted advisor. As accountants, we're ready to complete your requested services per your established deadlines. That isn't enough, though—we believe there's more we can offer the City. As trusted advisors, we want to share pertinent industry and regulatory updates that may directly affect your bottom line throughout the year and recommend solutions for challenges yet to be seen. This proactive methodology is a hallmark of our Unmatched Client Service standards and what the City can and should expect from us.

## CONFIDENCE

"BKD just completed the first year audit engagement with the City. The transitional year went extremely smooth. BKD's staff did an excellent job working with our staff during the transition. During the engagement, BKD provided knowledgeable support and guidance. The audit was completed on schedule, and BKD always completed their deliverables on time."

---

**Allen Herink**  
City Comptroller  
City of Omaha, Nebraska

## Solutions for the City

The City has requested information for the following professional services:

- ▶ Financial Statement Audit in Accordance with *Government Auditing Standards* for the City of Ovilla, Texas, including the Ovilla Economic Development Corporation and the Ovilla Municipal Development District for the fiscal years ending September 30, 2020 through September 30, 2023
- ▶ Single Audit in accordance with Uniform Guidance
- ▶ Assistance with preparation of the City's Comprehensive Annual Financial Report

Please see the Specific Audit Approach section beginning on page 14 for a detailed explanation of our audit service approach.

## Why Choose BKD

### Delivering Value

Monitoring expenditures and receiving exceptional value for your investments is important, but informed consumers understand value is about more than just price. Value from a professional CPA and advisory firm is about the quality of the work and the merit of the advice. Expect BKD's work to be accurate and insightful. We stand behind it. Our Public Company Accounting Oversight Board (PCAOB) inspections and American Institute of CPAs (AICPA) peer reviews demonstrate the firm's record of excellence.

As evidenced by our inclusion in the **INSIDE Public Accounting** Best of the Best Firms list for the last ten years (as of August 2020), we also offer long-term consistency, exceptional performance and a national network of support and resources. BKD is large enough to help the City address a variety of financial issues. At the same time, we pride ourselves on hard work and low overhead, which keep our fees competitive. With our reputation, size, service, and experience, you can consider us a good value.



## EXPERTISE

"We have a policy that requires us to rotate independent auditors, so we put out an RFQ for our annual audit and ended up choosing BKD amongst five firms due to their cost and qualifications. Switching service providers can be a challenge because it creates a learning curve with our staff, however BKD made things easier with their proactive planning and spending extra time with our team. The interaction between our team and BKD was professional and easy. It was almost as if we worked on the same team. The audit service they provided was very helpful and we are going to implement their suggestions on how to improve our information reporting. BKD made the transition from the predecessor a very smooth process."

Glenn Windsor, CPA,  
CFE, CGFO  
Finance Director  
City of Tomball, Texas

## Unmatched Client Service

You want trusted advisors who will deliver exceptional client service, focus on your needs and take the time to address your unique challenges. BKD understands. We take our commitment so seriously, we penned five standards of Unmatched Client Service and supporting guidelines in **The BKD Experience: Unmatched Client Service**, a book that articulates the firm's philosophy and sets expectations for serving clients. Our five standards are:

### Integrity First

We work hard to do what is right for you. You can rely on us to tell you what you need to hear.

### True Expertise

From BKD, you can expect trained, capable staff and a high level of supervision by partners and experienced personnel.

### Professional Demeanor

You can depend on prepared and attentive advisors to help meet your needs and provide new ideas.

### Responsive Reliability

Accurate and thorough work combined with timely delivery is what you require. At BKD, we do not want it any other way.

### Principled Innovation

We want you to succeed. For the City, that means looking for new ideas to streamline a process, better document work, train your staff and improve your effectiveness.

## A Responsive & Coordinated Audit Approach

A successful audit is more than simply an evaluation of your accounting records; it requires frequent coordination between your key staff and your audit team. BKD's professional standards set the expectation that we respond to your questions within one business day and communicate clearly at each step of the process to help limit duplicative requests for information. In addition, our firm culture emphasizes the importance of proactive communication. You can expect your engagement professionals to offer ideas, updates, and guidance throughout the year—not just during the active service process. We believe being a trusted advisor includes being prepared to serve as a sounding board to help clients evaluate how various actions could affect their operations, so they can execute decisions efficiently and with confidence.

You can count on BKD's commitment to our five standards of **Unmatched Client Service**®:



Integrity First



True Expertise



Professional Demeanor



Responsive Reliability



Principled Innovation

## A Smooth Transition

Changing firms can be a daunting task, but it doesn't have to be. A smooth transition is not only possible—it should be expected. Our BKD Smooth Transition™ process places emphasis on quickly becoming familiar with your organization and team.

We will develop a tailored transition plan that meets your timing expectations while offering a fresh look at your financials. Our team will work with your current firm to transfer important financial data quickly and securely. As a result, potential concerns can be identified and resolved in advance.

Our BKD Smooth Transition™ process, which emphasizes developing a tailored transition plan that meets your timing expectations while offering a fresh look on your financials. We will schedule a day to visit the City and get to know you and your staff and discuss key transactions, upcoming GASB standards and more, along with defining the key milestone dates to meet the City's required deadlines. Topics that could be covered include:

- Financial accounting and internal controls review
- FY2020 significant events and transactions
- GASB updates
- Overview of BKDConnect and PBC List
- Financial reporting deliverables and key milestone dates



## Commitment to Serving the Public Sector

As part of our commitment to remaining at the forefront of the public sector, leaders across our national governmental practice created the BKD Public Sector Center of Excellence. This group of professionals, including your proposed Audit Director, meets regularly to discuss important developments, legislative updates, and challenges affecting governmental entities similar to the City.

In addition, our public sector involvement has enabled us to establish connections with numerous regulatory and auditing organizations, including:

- ▶ AICPA Governmental Audit Quality Center, as a member
- ▶ Government Finance Officers Association (GFOA)
- ▶ Government Finance Officers Association of Texas (GFOAT)
- ▶ Governmental Accounting Standards Board (GASB)
- ▶ Office of Management and Budget (OMB)
- ▶ U.S. Government Accountability Office



We look forward to communicating best practices and forward-looking strategies to help the City thoughtfully consider the areas important to fulfilling your fiduciary responsibilities.

## Texas Governmental Accounting Experience

Our significant Texas footprint means the City can be confident in our understanding of the financial matters specifically facing governmental entities across the state. BKD's Texas offices provide services to approximately 220 governmental entities, including approximately 25 municipalities and their component units.

## Educational Resources for Texas Governments

Our commitment to our Texas public sector clients extends beyond the provision of accounting services—we provide educational programs across the state on an annual basis. These include hosting roundtable discussions, and other sessions for the Government Finance Officers Association of Texas (GFOAT). We also have several professionals, including members of your proposed engagement team, who serve on the Special Review Committee for the Government Finance Officers Association (GFOA).

BKD's Dallas office takes further steps to keep clients abreast of industry changes and best practices through an Annual Public Sector Seminar, which takes place the first week of June each year. Recent years' topics have included GASB updates, the importance of sound internal controls, combating fraud in the public sector, and cybersecurity challenges.

## Significant Partner Involvement

Our low partner-to-staff ratio of 1-to-6 means BKD's services include a more significant level of partner involvement than other national firms can offer. Ongoing communication, even after fieldwork is completed, is a key component to BKD's approach to your engagement. David Coleman, your proposed lead engagement partner, will be an active member of your engagement team and readily accessible and available to discuss the matters important to you.

## Thought Leadership

BKD advisors are serious about reinforcing their positions as thought leaders in the industries they serve. To help keep you informed about emerging issues in your industry, as well as changes in regulations and accounting and tax methods, we provide **BKD Thoughtware®** webinars, seminars, tailored training sessions, podcasts, and articles. Many of these are eligible for continuing professional education (CPE) credit. Recent topics include:

- ▶ Coronavirus Relief Fund Public Safety Payroll Costs Update
- ▶ 2020 Virtual Public Sector Seminar
- ▶ The Importance of Transparency & Oversight of Federal Relief Funds

We encourage you to view these and a wide array of other resources available on [bkd.com](http://bkd.com).



## RFQ Response

For your convenience, we have structured our proposal according to the requirements in your RFQ. We believe our proposal will demonstrate our qualifications to serve the City.

**INFORMATION CONTAINED IN BKD'S RFQ RESPONSE, WHICH IT ASSERTS AS CONFIDENTIAL, IS EITHER BUSINESS AND/OR PROPRIETARY TRADE SECRET INFORMATION NOT SUBJECT TO DISCLOSURE AS SET FORTH IN THE STATE OF TEXAS PUBLIC INFORMATION ACT. SUCH CONFIDENTIAL INFORMATION HAS INDEPENDENT ECONOMIC VALUE TO BKD, IS NOT REASONABLY ASCERTAINABLE BY THIRD PARTIES AND IS THE SUBJECT OF REASONABLE EFFORTS BY BKD TO MAINTAIN ITS SECRECY AND/OR CONFIDENTIALITY. SUCH INFORMATION IN THIS PROPOSAL SHALL BE DESIGNATED WITH AN ASTERISK (\*).**

### Independence

**The firm should provide an affirmative statement that it is independent of the City of Ovilla as defined by generally accepted auditing standards of the U.S. General Accounting Office's Government Auditing Standards.**

BKD is independent with respect to the City of Ovilla as defined by the Code of Professional Conduct of the AICPA and the United States Government Accountability Office's *Government Auditing Standards*. We are not aware of any relationship that would impair our independence.

**The firm should provide an affirmative statement that it is independent of all the component units of the City of Ovilla as defined by the same standards noted above.**

BKD is independent with respect to the component units of the City of Ovilla as defined by the Code of Professional Conduct of the AICPA and the United States Government Accountability Office's *Government Auditing Standards*. We are not aware of any relationship that would impair our independence.

**The firm should list and describe the firm's professional relationships involving the City of Ovilla or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.**

BKD has no prior professional relationship involving the City of Ovilla or any of its agencies or component units.

**The firm shall give the City Council of the City of Ovilla written notice of any professional relationships entered into during the period of this agreement. Include a completed Conflict of Interest Questionnaire.**

See Appendix for completed Conflict of Interest Questionnaire.

### License to Practice in Texas

**An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in Texas.**

BKD is properly licensed to practice public accounting in the state of Texas. All key professionals who would be assigned to your engagement are properly registered/licensed to practice in the state of Texas or able to practice in the state due to mobility laws, without the requirement to obtain an individual state license.

## Firm Qualifications & Experience

The proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and on a part-time basis.

### Firm Size

BKD is one of the largest CPA and advisory firms in the United States. We have 40 offices located in 18 states. Our approximately 2,900 CPAs, advisors and dedicated staff serve clients in all 50 states and clients with operations in more than 40 countries.

### Governmental Audit Staff Size

BKD has approximately 130 professionals who spend more than 50 percent of their billable hours providing audit services to governmental entities.

### Location

The City's requested services will be provided primarily by our Dallas office.

BKD CPAs & Advisors  
14241 Dallas Parkway | Suite 1100  
Dallas, TX 75254

### Number & Nature of Staff

We anticipate providing one partner, one director, one senior associate and one associate on a full-time basis and one partner (concurring reviewer) on a part-time basis to complete the City's audit.

**The firm will also be required to submit a copy of the report on its most recent external quality control review, including any letter of comments, with a statement whether that quality control review included a review of specific government engagements.**

BKD is committed to providing quality audit services to our clients. We submit our work to external reviewers who challenge our approach and findings. We are proud of the findings from these reviews, which indicate our process works. Our report contained a rating of "Pass," which is the best peer review rating available under the current peer review standards. Our peer review included inspection of engagements performed under *Government Auditing Standards*. A copy of our most recent AICPA peer review report is included in the Appendix.

**The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.**

From time to time, selected BKD audit engagements are subject to desk review by federal or other regulators. All such reviews during the past three years have shown our work to be generally satisfactory, and no disciplinary or other administrative proceedings have resulted from those reviews.

## Partner, Supervisory & Staff Qualifications & Experience

The proposal should identify engagement partners, managers, supervisors, staff accountants, and any specialists who would be assigned to the engagement. The proposal should include (1) whether each person is registered or licensed to practice as a certified public accountant in Texas; (2) information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years; and (3) membership in professional organizations relevant to the performance of this audit.

The most critical factor in providing high-quality service is choosing your engagement team. We take team selection seriously and have the appropriate team of advisors to meet your needs. As mentioned, all key professionals who would be assigned to your engagement are properly registered/licensed to practice in the state of Texas or able to practice in the state due to mobility laws, without the requirement to obtain an individual state license.

### Engagement Team Experience



David M. Coleman, CPA  
Partner  
Engagement Role: Lead Engagement Partner

#### Professional Experience

- ▶ Member of BKD National Public Sector Group
- ▶ 17+ years of experience providing audit and consulting services to a variety of governmental and not-for-profit organizations, including municipalities and their component units, utilities, and other service-related entities that receive federal and state assistance
- ▶ Engagement oversight and review responsibilities for numerous governmental and not-for-profit organizations subject to Single Audit requirements

#### Representative List of Clients Served\*

- ▶ City of Texarkana, TX
- ▶ City of Lancaster, TX
- ▶ City of Hurst, TX
- ▶ City of Balch Springs, TX
- ▶ City of Celina, TX
- ▶ City of Little Rock, AR

#### Professional & Community Involvement

- ▶ Member, American Institute of CPAs
- ▶ Member, Texas Society of CPAs
- ▶ Member, Government Finance Officers Association Special Review Committee
- ▶ Associate Member, Government Finance Officers Association of Texas
- ▶ Office Industry Leader – Not-for-Profit, Government and Higher Education

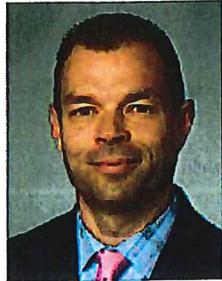
## Presentations & Publications

- ▶ *What Could Go Wrong? Understanding Internal Controls* – Annual Public Sector Seminar, June 2019
- ▶ *CAFR Preparation and Best Practices* – Annual Public Sector Seminar, June 2018

## Education & Certifications

- ▶ Licensed CPA, Arkansas and Texas
- ▶ B.B.A. degree in accounting, Henderson State University, Arkadelphia, Arkansas

As of September 2020, he has completed approximately 104.5 hours of CPE in the last three years.



**Kevin Kemp, CPA**  
Partner  
Engagement Role: Concurring Reviewer

### Professional Experience

- ▶ Regional industry leader for BKD National Public Sector Group
- ▶ More than 25 years of experience providing audit and management consulting services to a client base that includes municipalities and their component units, counties, utilities, state agencies, and numerous service-related entities receiving government assistance
- ▶ Helps clients obtain tax-exempt financing, analyze expansion opportunities, and improve internal controls
- ▶ Has served as primary contact for numerous clients, provided review services for Single Audit engagements, and maintained contacts with regulatory agencies
- ▶ Has recruitment and training responsibilities

### Representative List of Clients Served\*

- ▶ City of Phoenix, AZ
- ▶ City of Mesquite, TX
- ▶ City of Midland, TX
- ▶ City of Roanoke, TX
- ▶ Town of Addison, TX

### Professional & Community Involvement

- ▶ Member, American Institute of CPAs
- ▶ Member, Texas Society of CPAs
- ▶ Associate Member, Government Finance Officers Association
- ▶ Associate Member, Government Finance Officers Association of Texas
- ▶ Member, Government Finance Officers Association Special Review Committee
- ▶ Board Member, Junior Achievement of Dallas
- ▶ Regional Industry Leader – Not-for-Profit, Government and Higher Education

## Education & Certifications

- ▶ Licensed CPA, Arkansas and Texas
- ▶ B.B.A. degree in accounting, University of Central Arkansas, Conway

As of September 2020, he has completed approximately 112.5 hours of CPE in the last three years.



Rachel R. Ormsby, CPA  
Director  
Engagement Role: Audit Director

## Professional Experience

- ▶ Member of BKD National Public Sector Group
- ▶ 10 years of experience providing accounting and audit services to governmental and not-for-profit organizations, including extensive experience in Single Audits
- ▶ Helps oversee the client engagement process, including the supervision and training of the audit team, review of audit workpapers, and communication with the client and audit partner

## Representative List of Clients Served\*

- ▶ City of Phoenix, AZ
- ▶ City of Mesquite, TX
- ▶ City of Texarkana, TX
- ▶ City of Roanoke, TX
- ▶ City of Balch Springs, TX
- ▶ City of Hurst, TX
- ▶ Town of Addison, TX

## Professional & Community Involvement

- ▶ Member, American Institute of CPAs
- ▶ Member, Texas Society of CPAs
- ▶ Associate Member, Government Finance Officers Association
- ▶ Associate Member, Government Finance Officers Association of Texas
- ▶ Member, Government Finance Officers Association Special Review Committee
- ▶ Member, Government Finance Officers Association of Texas Scholarship and Fellowship Committee

## Presentations & Publications

- ▶ *GASB Update and GASB 87, Leases Implementation Workshop*, Arkansas Government Finance Officers Association 2019 Conference, July 2019
- ▶ *Current Issues in Cybersecurity* - Annual Public Sector Seminar, June 2019
- ▶ *Internal Control for Small Cities* – GFOAT Spring Institute, April 2019
- ▶ *CAFR Preparation Best Practices* – Annual Public Sector Seminar, June 2018

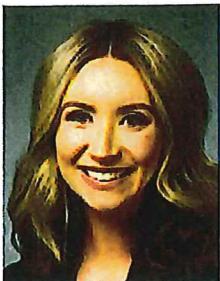
## Awards & Accomplishments

- 2018 Rising Star Recipient – Texas Society of CPAs

## Education & Certifications

- Licensed CPA, Texas
- B.B.A. degree in accounting, Stephen F. Austin State University, Nacogdoches, Texas
- M.P.A. degree, Stephen F. Austin State University, Nacogdoches, Texas

As of September 2020, she has completed approximately 145 hours of CPE in the last three years.



**Katherine R. Crenshaw**

Associate

Engagement Role: Audit In-Charge

## Professional Experience

- Member of BKD National Public Sector Group
- More than two years of experience providing audit services to governmental and not-for-profit organizations, including Single Audits
- Performs a variety of governmental and not-for-profit audit engagements, including municipalities, private colleges, and other service-related entities that receive federal and state assistance

## Representative List of Clients Served\*

- City of Phoenix, AZ
- City of Texarkana, TX
- City of Lancaster, TX
- City of Balch Springs, TX
- Town of Addison, TX
- City of North Little Rock, AR

## Education & Certifications

- B.B.A. degree in accounting and business administration, University of Central Arkansas, Conway

As of September 2020, she has completed approximately 172 hours of CPE in the last three years.

## Additional Resource



Danny A. Martinez, CPA, CGFM  
Managing Director

As a member of BKD National Public Sector Group, Danny provides advisory and consulting services related to a variety of technical accounting issues and assists clients with implementation of new accounting standards. He also oversees audit engagements for governmental entities, including many that require a Single Audit in accordance with the Uniform Guidance.

He has more than 13 years of experience providing audit, advisory, and training services to a client base that includes municipalities and their component units, counties, utilities, school districts, state agencies, tribal governments, and other entities that receive federal assistance.

Danny serves as the Zone 3 (GASB) chair for the American Institute of CPAs Technical Issues Committee, a group that provides a voice for its constituents in the standard-setting process. He also is the membership director for the Dallas Chapter of the Association of Governmental Accountants.

He is a member of the Texas Society of CPAs and New Mexico Society of CPAs and has received the American Institute of CPAs Advanced Single Audit Certificate.

Danny is graduate of the University of Southern California, Los Angeles, with a B.S. degree in accounting.

**Key audit personnel may be changed if they leave the firm, are promoted, or are assigned to another office. Key audit personnel may also be changed for other reasons but only with the express prior written consent of the City. Audit personnel may be changed at the discretion of the firm provided that replacements have substantially the same or better qualifications or experience.**

In the event we are required to make a change to any key personnel assigned to your engagement, we will discuss this with you to explain the circumstances and proposed change. Your lead engagement partner, David Coleman, or office managing partner will be coordinating personnel changes. We generally do not remove key personnel from an audit once it has begun, but occasionally employee turnover or other events beyond our control require such a change. If a personnel change is required, we are confident we can provide a qualified replacement to complete your audit with limited interruption.

We understand engagement team members, consultants and firm specialists mentioned in our response to this RFQ can only be changed with the prior express written permission of the City, which retains the right to approve or reject replacements.

## Prior Engagements with the City of Ovilla

List separately all engagements within the last five years, ranked on the basis of total staff hours, for the City of Ovilla by type of engagements (i.e., audit, management advisory services, other). Indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

BKD has not been engaged by the City Ovilla for any type of engagement (i.e., audit, management advisory services, other) within the last five years.

## Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum – 5) performed in the last five years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

Our clients are our best ambassadors, and we encourage you to contact them about their satisfaction with our services. The following clients have consented to discussing BKD's services and service delivery with you at your convenience.

### **City of Mesquite, Texas**

Scope of Work: Financial Statement Audit, Single Audit and Various Agreed-upon Procedures

Date: 2015 to Present

Engagement Partner & Director: Kevin Kemp and Rachel Ormsby

Total Hours: 700

Ms. Sheree Haynes, Manager of Accounting

Email: shaynes@cityofmesquite.com

Telephone: 972.216.6263

### **City of Hurst, Texas**

Scope of Work: Financial Statement Audit, Single Audit and Assistance with Preparation of the Comprehensive Annual Financial Report (CAFR)

Date: 2018 to Present

Engagement Partner & Director: David Coleman and Rachel Ormsby

Total Hours: 500

Mr. Clayton Fulton, Assistant City Manager

Email: cfulton@hursttx.gov

Telephone: 817.788.7028

### **City of Balch Springs, Texas**

Scope of Work: Financial Statement Audit, Single Audit and Assistance with Preparation of the Comprehensive Annual Financial Report (CAFR)

Date: 2014 to Present

Engagement Partner & Director: David Coleman and Rachel Ormsby

Total Hours: 500

Ms. Bianca Redmon, Finance Director

Email: bsauls@cityofbalchsprings.com

Telephone: 972.286.4477

### **Town of Addison, Texas**

Scope of Work: Financial Statement Audit

Date: 2016 to Present

Engagement Partner & Director: Kevin Kemp and Rachel Ormsby

Total Hours: 500

Ms. Amanda Turner, Controller

Email: [adturner@addisontx.gov](mailto:adturner@addisontx.gov)

Contact Number: 972.450.7064

### **City of Roanoke, Texas**

Scope of Work: Financial Statement Audit and Assistance with Preparation of the Comprehensive Annual Financial Report (CAFR)

Date: 2014 to Present

Engagement Partner & Senior Manager: Kevin Kemp and Rachel Ormsby

Total Hours: 300

Ms. Vicki Rodriguez, Director of Fiscal and Administrative Services

Email: [VRodriguez@roanoketexas.com](mailto:VRodriguez@roanoketexas.com)

Telephone: 817.491.6075

## **Specific Audit Approach**

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed.

### **Financial Statement Audit in Accordance with *Government Auditing Standards***

#### **What is an Audit?**

Auditing standards set the technical requirements for our process, culminating with the expression of our opinion on the presentation of your financial statements. Our audit will be performed in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

#### **What is an Audit Experience?**

While auditor selection should start with evaluating technical competence, it also should extend to your expectations for a service experience. Your audit experience includes how your engagement is managed, how you and your team are treated, the quality and timeliness of communication you receive and your confidence in the results and guidance you receive. We want you to consider our philosophy around independence, integrity and quality, along with our commitment to Unmatched Client Service and the strength of your proposed engagement team.

## The BKD Differences That Matter

People	Our people are key components of what differentiates a BKD audit. Through intentional training and our firm culture, our teams integrate a commitment to quality with an appreciation for client needs and expectations. We also bring relevant industry experience, which means you will not be required to train our staff.
Leadership	The engagement executive managing your audit will maintain a high level of involvement with the City by delegating appropriate tasks to other audit team members as needed while remaining engaged with you and the audit team. Our engagement executives are on site and participate in the supervision and delivery of your audit.
Communication	Challenging matters or simple misunderstandings can arise, and they shouldn't be ignored. While our responsibility is to issue an appropriate opinion on your financial statements, it is important for us to help keep your team informed of issues as they occur and recommend the appropriate solution. Our philosophy is to be courteous and professional, communicate timely and make reasonable requests. We are committed to treating you and your team with candor and respect.
Technology	Technology plays a growing role in our audit as we adopt new tools to enhance our effectiveness and efficiency. We have invested heavily in improving dynamic workflows and increasing our audit data analytics capabilities. Though we use traditional tools such as Excel, we also delve deeper into analytic tools with TeamMate Analytics and ACL, unstructured data with Kira and artificial intelligence and trend analysis with MindBridge. These technologies, combined with our secure portal, help improve our results, enhance your experience and increase the insight we can provide.

## Onboarding & Project Management

Your BKD audit experience starts as soon as you select us. Our priorities include building rapport with your team, developing a deeper understanding of your operations, and collaborating with you on the design and expectations of our service relationship. These efforts are part of the BKD Smooth Transition™ approach. The proposal process has provided us with the basics of your organization but learning more will help us serve you better.

If not already completed, we will finish the details of client acceptance to confirm what we have learned and verify confidential information not already obtained, such as litigation history or other sensitive matters.

We will address various elements of project management with you, including how you will use BKDconnect Client Sites, our secure portal, to exchange and track information, the key dates of our processes and refinements to the details discussed in this proposal. We will schedule the professionals outlined in this proposal and coordinate with your team on details, such as timing of visits to your office.

**BKD** connect { Client Sites

## Executing the Audit

Once we have established our overall process and communication plans with you, the detailed work can begin. Key elements of that work include:

### Risk Assessment

We will identify and assess risks of material misstatement in your financial statements, including those from potential fraud. Our work is supported by building a strong understanding of your business environment through documents you provide and by gathering information through interviews and tests for significant transaction cycles.

### Audit Design

Based on risks identified, we will design an audit approach specific to your organization. This tailoring takes into consideration the uniqueness of your operations, the design of internal controls you have implemented, and the nature of financial statement amounts and disclosures. We consider whether matters are truly important (materiality), as well as obtain input about concerns from management and City Council to design the tests we will perform.

### Gathering Evidence

Once the plan is complete, we will execute the audit through a combination of on- and off-site work performed in accordance with the agreed-upon timeline.

### Reviewing the Work

Critical to our process is a review of the team's work by our engagement executive, as well as a quality review by another executive who is independent from the detailed work. The quality review is designed to improve our deliverable by providing a fresh perspective and reinforcing quality.

### Sharing Our Results

We base our audit opinion on the evidence gathered and then communicate our findings. Professional standards drive the content of our opinion and the required communication about any deficiencies and other items we may identify during the audit. Beyond these requirements, we share results formally through our letters and presentations to management and City Council, as well as opportunities for improvement through conversations during the audit process.

## Broad Audit Risk Considerations

Some risk considerations apply across nearly all of our audits. We pay particular attention to the following items:

### Significant Accounting Estimates

Nearly all financial statements have significant estimates in amounts and disclosures, even when not readily apparent. Estimates may include amounts ultimately collectible from third parties, expected losses, or costs occurring at a specific amount and time, etc.

We will gather information supporting management's estimates and challenge key assumptions used to develop these amounts. We also will test estimates on available data and historical trends and document our conclusions on the reasonableness of recorded amounts.

## Risk of Management Override of Controls

When considering fraud, auditing standards require evaluating the risk that management could override existing controls. We will perform interviews of selected individuals, apply an element of unpredictability in our testing, and brainstorm as a team to evaluate risks and possible actions based on our observations. We also will perform journal entry testing, review estimates for bias and significant changes and consider the business rationale for significant unusual transactions.

## Procedures & Risks Specific to the Public Sector

Audit procedures can vary, but they often include traditional observation, sampling and testing combined with more advanced deployment of technology for trend analysis, summarization of documents, and assessment of large data sets.

Our work with hundreds of clients in the public sector means our advisors are very familiar with entities similar to the City. While no two audits are the same, certain activities are common to governmental entities. Specific risk areas for the City are likely to include:

### Investments

This is a significant audit area due to the risks associated with the proper and timely valuation of investments. We employ a variety of audit procedures in this area, including the use of third-party confirmations, obtaining an understanding of management's assessment of fair values, fair market value testing to published sources, and obtaining SOC 1 reports. In addition, we evaluate the disclosure requirements and help determine the adequacy of completeness and accuracy of the disclosures.

### Accounts Receivable & Deferred Inflows of Resources & Unearned Revenue

These areas are often a significant risk due to the subjective nature of the City's estimate for the allowance for doubtful accounts and the proper recognition of revenue for funds that report using the modified accrual basis of accounting and the current financial resources measurement focus that is consistent with the City's policy. We will test the cutoff of various revenue sources, such as taxes, government grants, and customer utility accounts, and review the revenue journal both before and after year-end. We may confirm significant accounts receivable, as well as a sample of others to test both existence and proper classification, if considered necessary. In addition, we will test deferred inflows of resources by reviewing subsequent collections and perform various analytical procedures to test both completeness and proper classification of the balances, consistent with the City's policy of recognizing revenue on the modified accrual basis of accounting.

### Capital Assets

We will audit the capital asset rollforward activity of each opinion unit, focusing on significant additions and disposals during the year. Current-year additions will be tested to appropriate supporting documentation. A review of repair and maintenance accounts will be performed to help identify whether material additions have been capitalized. New lease agreements will be reviewed to identify whether they have been accounted for properly. Depreciation expense also will be tested for reasonableness, and certain analytical procedures will be performed on the capital outlay line items for governmental funds associated with the conversion to government-wide reporting.

### Long-Term Debt

This is typically a risk due to the presence of one or more significant debt covenants. We review the associated debt documents to help gain an understanding of the flow of funds prescribed for any pledged revenues. We review the covenants and obtain evidence through inquiry and other means, including the recalculation of any financial covenants, to support the conclusion that all covenants have been met and all debt service payments have been made timely. We also will confirm the annual payment activity and ending balances of certain bonds, notes, and leases payable with trustees. In the case of any refunded debt in the year being audited, we will recalculate the accounting gain or loss by reviewing trustee statements and bond documents to test for proper classification and footnote disclosures. We also will inquire about your policy on reviewing each bond and note for applicable IRS arbitrage requirements, prepare a list of bonds and notes subject to IRS arbitrage requirements and the most recent arbitrage calculation prepared for each bond, and challenge the calculation performed to test for completeness and obligations of the City.

### Net Position/Fund Balances

Procedures we perform in this area include vouching (or cross-indexing to work performed in other areas) of significant increases and decreases to net position, recalculation of net investment in capital assets for enterprise funds and governmentwide activities, review of documentation supporting the establishment and classifications of new accounts and testing of various nonspendable, restricted, committed and assigned fund balance accounts based on supporting documentation of donor and grantor agreements, enabling legislation, formal actions of City Council, such as ordinances and resolutions, and other formal policies.

### Revenue Recognition

Professional standards include a rebuttable presumption that for each audit, there is a risk of material misstatement due to fraud relating to improper revenue recognition. Our approach is to gain an understanding of the revenue recognition criteria and policies and then perform a variety of inquiry, analytical, and substantive audit procedures to confirm our understanding.

### Utility Receivables & Unbilled Revenues

We will use several methods to audit your receivables and the estimate of unbilled revenues, including using look-back reports, reviewing historical collection methods, and assessing of the aging and payor mix of your accounts receivable detail. We will analytically review key ratios such as days in accounts receivable and charge-off rates compared to industry averages and prior year results to help us reach our audit conclusions. We will work with your team before year-end on the allowance to see that we understand your methodologies and conclusions. Finally, we use data analysis software to test subsequent billings and receipts and the accuracy of revenue cutoff to help validate the year-end accounts receivable balance and any unbilled revenue amounts.

### Net Pension Liability

Due to the subjective nature of the estimation processes associated with determining the estimated Net Pension Liability, we will obtain and test the specific actuarial calculations for the Net Pension Liability. First, we will evaluate the professional qualifications and reputation of the actuary. We will read the actuarial reports to obtain an understanding of the methods and assumptions employed and evaluate the cost method used and the significant assumptions underlying the actuarial calculations. Select testing of the underlying data used in the calculation will be performed. We will evaluate the valuation, cost, and amortization methods for consistency. The other significant underlying assumptions such as discount rates, rates of return, etc. will be compared with independent external studies of assumptions.

## GASB's Updated Lease Standard

With the upcoming GASB Statement No. 87, *Leases* (GASB 87), the way leases are handled in public sector accounting is about to change. While this new rule is intended to provide clarity for users of financial statements, it brings a host of considerations for both lessors and lessees. Governmental entities will be allowed to transition using the facts and circumstances in place at the time of adoption, rather than retroactive to the time each lease was begun.

Firms will be required to provide the following information on their audit approach:

### Proposed segmentation of the engagement

## Proposed Timeline

Engagement Phase	Timing	Team Members
Preliminary Audit Work, including Planning & Interim Procedures and Predecessor Auditor Procedures	November 2020	Partner, Director, and Senior Associate
Fieldwork, including Testing Procedures	January 2021	All Professionals
Draft Reports Completed	March 2021	All Professionals
Final Printed and Bound Reports, including Presentation to City Council	March 2021	Partner and Director

Level of staff and number of hours to be assigned to each proposed segment of the engagement

Proposed Audit Segmentation	Estimated Hours	Staff Level
Risk assessment procedures, including meetings with officials & staff, preliminary analytics, review minutes & design of audit procedures based on assessed risks	30	All Professionals
Document & evaluate internal controls	10	Senior Associate & Associate
Obtain financial policies & procedures, bond documents, leases & grants & other items for our permanent file	5	Senior Associate & Associate
Substantive procedures & analytical review techniques	100	All Professionals
Prepare annual financial report	50	All Professionals
Supervision, review & technical assistance	40	Director & Senior Associate
Client conferences & meetings to review audit reports	10	Partner, Director, and Senior Associate
Reporting – Report to Management and City Council	5	Partner & Director

## Sample sizes and the extent to which statistical sampling is to be used in the engagement

Although it is not possible to set absolute rules for identifying sample sizes, we apply our professional judgment in identifying the appropriate sample size. The objective is to test the population to obtain reasonable confidence that the test objectives have been met. Sample sizes are controlled by the following considerations:

- ▶ Tolerable error (precision) – as the expected monetary conclusion becomes more critical, sample size should increase to tighten the range of the extrapolated estimate
- ▶ Significance of the account to the financial statements – as the significance increases, sample size should increase
- ▶ Assessment of internal control risk – as assessed risk is reduced, sample size for substantive tests should decrease
- ▶ Extent of other substantive audit procedures related to same audit objective (tests of detail, as well as analytical review) – as the extent of other procedures increase, sample size should decrease
- ▶ Frequency and magnitude of expected errors – as the frequency and magnitude of expected errors increase, sample size should increase
- ▶ The size of the population to be sampled and whether a sample is appropriate

We anticipate using certain data extraction tools, such as ACL, in selecting and testing samples or complete populations, where appropriate. These effective tools allow us to efficiently test larger amounts of data.

## Extent of use of computer software in the engagement

### Comprehensive Annual Financial Report (CAFR) Preparation Tool

Technology and innovation play a growing role within BKD, as we implement new tools to enhance our effectiveness and efficiency. We understand the City would like to issue a comprehensive annual financial report (CAFR) and apply for GFOA's Certificate of Achievement for Excellence in Financial Reporting Program (CAFR Program). BKD can help you through this process. We have invested in a relationship with a third-party software vendor which allows BKD and our clients to utilize a cloud-based, online platform to prepare the CAFR with camera-ready financial statements and a word processor that links to a financial database. In addition, changes will be made and updated in real-time for all users to see. The benefit of using this cloud-based, online platform allows multiple users to work simultaneously within the CAFR document and overall streamlines the preparation process, which allows for a more timely and cost effective process.

Furthermore, BKD will complete a thorough review of your CAFR, including the evaluation of your reports using our independently prepared checklists designed to aid in financial reporting and disclosure accuracy and completeness. Firmwide, we have numerous clients that participate in this program and several team members who serve on the GFOA's Special Review Committee, including several of your proposed engagement team members. We will work with you to resolve identified discrepancies and to reduce exceptions when your reports are returned.

## Enhancing an Audit with Technology

BKD is a leading firm in working with the development of the AICPA's Dynamic Audit Solution Initiative that focuses on the audit of the future. We believe technology should do more than just execute an audit, which is why we're continuing to invest in significant technological enhancements. Our aim is to make the service process smoother and improve the client experience. We're going beyond simply adapting to an electronic environment—we're deploying tools that harness data analytics, artificial intelligence, and powerful benchmarking solutions, all while emphasizing the importance of security and confidentiality.

### Unstructured Data Analysis

Kira is a data analysis platform that can help accelerate data organization and improve our ability to identify issues when assessing a large volume of documents. Beyond optical character recognition, Kira allows us to quickly and effectively process contracts, leases, debt agreements, and other documents to extract relevant information to address disclosures and risk areas sooner.

### Data Analytics

Our data analytics capabilities continue to expand. While common platforms such as Excel provide some level of data query and investigation, we train our personnel on more advanced tools. Tools such as TeamMate Analytics and ACL help us ingest and normalize various types of reports you might provide and perform sophisticated analysis on the resulting data. We are piloting the use of artificial intelligence through MindBridge, an even more advanced application that allows us to upload multiple years of general ledger and subledger (receivable and payable) data. Using these tools, we can run analytics on 100 percent of the City's transaction detail to detect potential anomalies and patterns that indicate risk.

### Direct Data Ingestion

In 2019, we began our first pilot using tools such as Audit Accelerator, powered by Validis, to directly connect to client systems and securely extract a copy of the general ledger and other accounting records. This allows us to have the data for more sophisticated analysis and saves you substantial time in creating general ledger and trial balance reports, as well as reducing other document requests that can be derived from that data, such as aging details and invoice records. Direct data ingestion is a growing technology space, but the vast variety of systems that clients use can create some limitations. Current tools are compatible with a handful of major accounting applications, and we can evaluate whether our tools would be a good fit for the City.

### BKDconnect Client Sites

We view project management as having multiple elements, with communication, timeliness, and facilitating efficient exchanging of information among the most key. As mentioned, BKDconnect Client Sites is an innovative client portal designed to help address the challenges financial engagements present and conveniently connect you with our advisors.

BKDconnect Client Sites can make it easier to:

- ▶ View and manage information about your engagement or project
- ▶ Share documents and files with your BKD advisors and project teams
- ▶ Organize documents and files for retrieval
- ▶ Assign tasks to your team and receive requests for information from BKD
- ▶ Track the progress of tasks toward completion

### Type and extent of analytical procedures to be used in the engagement

Analytical procedures involve auditing a material assertion or account balance by investigating its relationship to an expectation such as other accounts, historical trends, or other related measures. BKD recognizes that stronger analytical procedures can help reduce or eliminate other substantive procedures that are usually more time consuming. We would typically consider:

- ▶ Ratio analysis – comparing relationships among account balances, ratios, nonfinancial data, budgets, or industry averages
- ▶ Reasonableness tests – using financial and/or nonfinancial data to develop an expectation of an account balance

Successfully using analytical procedures requires auditors to ask the questions:

- ▶ What is the risk of material misstatement?
- ▶ How would we find those misstatements?
- ▶ Have I gathered enough audit evidence?

When analytical procedures provide sufficient evidence, other substantive audit procedures should not be necessary. If analytical procedures are not sufficient, some combination of analytical and substantive procedures is likely to be the preferred approach.

### Approach to be taken to gain and document an understanding of the City of Ovilla's internal control structure

Understanding your operations and the design of your controls helps create an effective and efficient audit process. When performing our first audit, this effort is more substantial. There are several data sources we intend to use, including your prior auditor.

Our first objective is to identify those resources that might advance our understanding without extra effort on your part. If you have documentation of your organizational structure, control environment (including technology), and the controls you have in place, along with any testing of those controls, we can often just read and supplement that information as needed. Even when clients have effective controls, their documentation is often limited, so additional effort may be required. When starting with limited documentation, we will:

- ▶ Perform a risk assessment using your financial statements to identify the relevant areas for documenting our understanding and related testing. While we want to have an understanding of your operations, it isn't necessary for us to document every control, particularly when a control is not related to a significant audit area.
- ▶ Ask you to complete industry-specific questionnaires that summarize your control structure. You might complete these forms directly or we may interview you to guide the process, or some combination of both. This process includes understanding your information system and related controls.
- ▶ Identify who performs or can perform control activities. We can use industry-based assignment of duties forms to capture those assignments.
- ▶ Assess and/or identify key controls you have in place for significant areas of risk. We will look for gaps in your design and potential overlapping assignments of duties that could or should be segregated.
- ▶ Perform limited tests of design effectiveness of control activities. These tests will help us evaluate whether our documentation matches the activities occurring.
- ▶ Consider extended tests of controls. In some cases, your information may be so complex or voluminous that extended control testing is needed to rely on your control and reduce other substantive testing in our audit.

- ▶ Summarize recommendations for your consideration. For minor deficiencies or suggestions, we may discuss changes during our audit. For others, including significant deficiencies or material weaknesses, we will prepare written recommendations for your consideration.
- ▶ In periods following our first audit, the majority of our understanding and documentation will be complete. Going forward, we focus on changes that have occurred and continue performing tests of design effectiveness or expanded testing to evaluate whether control design has remained the same.

**Approach to be taken in determining laws and regulations that will be subject to audit test work**

Identification of applicable laws and regulations will begin with an inquiry of the City as to your understanding of applicable laws and regulations. In addition, our reviews of various documents, indentures, agreements, etc., will be designed to encompass known laws and regulations within the scope of the audit. We are experienced in auditing municipalities in the state of Texas and are familiar with the laws and regulatory environment in which you operate.

**Approach to be taken in drawing audit samples for purposes of tests in compliance**

The sampling approach anticipated to be used in connection with the various areas of the audit is judgmental in nature. The size and nature of the population being tested, along with the assessed risk of the associated financial statement line item affected, will determine the size and approach for selecting a sample. Sample sizes will be sufficient to meet requirements of the various state and federal laws and regulations. We anticipate using data extraction tools, such as ACL's data extraction and analysis software, in certain situations in selecting and testing samples or complete populations, where appropriate.



**“ Unmatched client service isn’t just a slogan at BKD; it’s the backbone of our culture. ”**

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**Theodore D. Dickman, CPA**  
Chief Executive Officer | BKD

# APPENDIX



**Peer Review Program**

Administered by the National Peer Review Committee

American Institute of CPAs

220 Leigh Farm Road

Durham, NC 27707-8110

October 26, 2017

Theodore Dickman  
BKD, LLP  
201 N Illinois St Ste 700  
Indianapolis, IN 46204 4224

Dear Theodore Dickman:

It is my pleasure to notify you that on October 26, 2017, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is November 30, 2020. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation and support of the profession's practice-monitoring programs.

Sincerely,

Michael Fawley  
Chair - National PRC  
nprc@aicpa.org 919-402-4503  
National Peer Review Committee

CC: Candace Wright, L Bennett

Firm Number: 900010002800

Review Number: 552103

# BKD Peer Review Report



8650 United Plaza Blvd., Ste. 1001 — Baton Rouge, LA 70809  
225-922-4600 Phone — 225-922-4611 Fax — [pncpa.com](http://pncpa.com)

*Postlethwaite & Netterville and Associates, L.L.C.*

## Report on the Firm's System of Quality Control

To the Partners of  
BKD, LLP  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of BKD, LLP (the firm) applicable to engagements not subject to PCAOB inspection in effect for the year ended May 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, an audit of carrying broker-dealers, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of BKD, LLP applicable to engagements not subject to PCAOB inspection in effect for the year ended May 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. BKD, LLP has received a peer review rating of *pass*.

*Postlethwaite & Netterville*

Baton Rouge, Louisiana  
October 6, 2017

## Conflict of Interest Questionnaire

## CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.008(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

N/A

## OFFICE USE ONLY

Date Received

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

 Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

 Yes       No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

10/14/20  
Date

## BKD Firm Profile

BKD CPAs & Advisors can help individuals and businesses realize their goals. Our dedicated professionals offer solutions for clients in all 50 states and internationally. BKD and its subsidiaries provide a variety of services, combining the insight and ideas of multiple disciplines in a wide range of industries.

### About BKD



#### Unmatched Client Service®

You want industry expertise delivered by someone who speaks your language and understands your issues. Someone who can help you solve problems with a formula that's equal parts integrity, innovation, excellence and passion. BKD understands. We're so committed to providing Unmatched Client Service that we wrote a book about it—**The BKD Experience: Unmatched Client Service**.



#### International Solutions

BKD is one of the largest North American members of Praxity, AISBL\*, a global alliance of independent firms serving clients in approximately 100 countries. We offer multinational clients a gateway to the global marketplace with services delivered by alliance firms committed to the highest standards required in international business.



#### Professional Affiliations

BKD is a member of the American Institute of CPAs and its three quality centers: Center for Audit Quality, Employee Benefit Plan Audit Quality Center and Governmental Audit Quality Center.

BKD is registered with the Public Company Accounting Oversight Board, which is required to serve as an independent auditor of public companies. BKD audits approximately 70 SEC registrants, including approximately 30 benefit plans.



#### Mission Statement

The mission of BKD is to always strive for excellence in providing services to clients, create rewarding career opportunities and maintain sound professional, business and financial standards.



#### Quick Facts

- **Clients:** Individuals and private and publicly traded businesses in the health care, manufacturing, distribution, financial services, construction and real estate industries, as well as not-for-profit and governmental entities
- **Total Personnel:** Approximately 2,900
- **Partners & Principals:** Approximately 300
- **Net Revenues:** \$663 million
- **Fiscal Year-End:** May 31
- **Founded:** 1923
- **Locations:** 40 offices serving clients in all 50 states and internationally

\*Praxity, AISBL is a global alliance of independent firms. Organised as an international not-for-profit entity under Belgian law, Praxity has its executive office in Epsom. Praxity – Global Alliance Limited is a not-for-profit company registered in England and Wales, limited by guarantee, and has its registered office in England. As an Alliance, Praxity does not practice the profession of public accountancy or provide audit, tax, consulting or other professional services of any type to third parties. The Alliance does not constitute a joint venture, partnership or network between participating firms. Because the Alliance firms are independent, Praxity does not guarantee the services or the quality of services provided by participating firms.

### BKD Services

• Audit & Assurance	• Employee Benefit Plans	• State, Local & International Tax
• Tax	• Forensics & Valuation Consulting	• Wealth Management
• Business Succession Planning	• Information Technology	• And More
	• Risk Management	

## Facing Risk with Confidence

When choosing an audit, tax or other professional services provider, your decision may partly depend on whether a prospective firm has the resources to go beyond your current needs. At BKD CPAs & Advisors, we're committed to consistently expanding and enhancing our services, technology and expertise so we can help our clients with their most pressing concerns, even as those concerns change daily. Beyond our proposed services, BKD's Risk Advisory Services division can help with an extensive range of risk consulting resources, including:

- **Data Analytics Consulting** – From identifying important trends and opportunities for operational improvements to reducing risk and preventing fraud, our experienced data analysts can help you get more value from your data.
- **BKD WhiteHat Services** – This monthly subscription offers access to a suite of cybersecurity services, including cyber awareness training, penetration and social engineering testing, a confidential fraud hotline and other risk management tools.
- **DEFCON CYBER™** – This risk assessment tool delivers a weekly report, which includes a cybersecurity score to help measure risk and cyber preparedness, as well as steps you can take to help address these risks and strengthen security.
- **Construction Audit** – An effective construction audit is designed to function as a cost management tool by helping to prevent overcharges, contract noncompliance, conflicting charges and other issues common to construction projects.
- **Enterprise Risk Management (ERM)** – ERM consulting can help you review existing risk management activities, develop a unified vision to enhance these activities and more effectively integrate risk management into your culture and daily operations.
- **Forensics & Valuation Services (FVS)** – BKD's FVS professionals can help clients with fraud prevention, detection, response and recovery. With services including **IntegraReport™**, our anonymous fraud reporting hotline, data analyses and assessments to help identify fraud, as well as investigations, litigation support and expert testimony, we have the tools and expertise needed to help clients address fraud concerns from beginning to end.

## BKD PRIDE Values

### PRIDE VALUES



#### WHAT'S IMPORTANT TO YOU?

The role of trust in business can't be oversold. But a trusted advisor is more than someone you lean on for professional expertise. At BKD, we believe being an advisor who's earned your trust is as much about character as it is know-how. These are the traits we share.

P

#### A PASSION FOR HELPING, LEARNING AND IMPROVING

Our dedication and enthusiasm for making tomorrow better than today can help you make informed decisions to improve business and financial outcomes.

R

#### RESPECT FOR EACH OTHER AND THOSE WE SERVE

Our respect for diversity can provide a variety of skills and talents to meet your needs. By respecting the lessons of our legacy and yours, we can help you build on the opportunities that arise from inevitable change.

I

#### INTEGRITY TO DO THE RIGHT THING—NO MATTER WHAT

Our trustworthiness and objectivity can help you make smart business decisions. A trusted advisor tells you what you need to know, not just what you want to hear.

D

#### DISCIPLINE TO GET IT RIGHT THE FIRST TIME

Our well-established procedures and low-risk approach can help resolve issues and advance your goals. We're dedicated to getting the job done without cutting corners.

E

#### A NO-HOLDS-BARRED STANDARD OF EXCELLENCE

Our ambition and knowledge, along with our commitment to lifelong learning and improving our technical and analytical skills, will consistently surpass your expectations.

This combination of qualities represents what we strive for every day when helping your organization move forward with confidence.



Everyone needs a trusted advisor.  
Who's yours?

**BKD**  
CPAs & Advisors

[bkd.com](http://bkd.com)

## AGENDA ITEM REPORT

### Item 9

Meeting Date: November 09, 2020

Discussion  Action

Submitted By: Staff

Reviewed By:  City Manager

City Secretary

Finance Director

Other: Staff

Department: Admin / Public Works

Budgeted Expense:  YES  NO  N/A

**PARTIAL**

City Attorney

#### Attachments:

1. Route for trail
2. Budget for this project
3. Lighting idea

#### Agenda Item / Topic:

ITEM 9. DISCUSSION/ACTION – Consideration of and action regarding an accessibility route and lighting from new city parking lot to downtown businesses.

#### Discussion / Justification:

This item was placed on the agenda by Mayor Dormier to update the city council on the city hall parking lot progress and to discuss how to provide access to the parking from downtown businesses.

This new parking area was identified as a need for city hall in the fiscal year 2019/2020 and funded through the Municipal Development District (MDD) budget and is nearing completion. The original purpose of the project was to provide overflow parking for events at the City and also to provide parking when municipal court is held. An added benefit of the location of the parking is that it is near the revitalized downtown area.

Attached is a proposed route for a 10-foot wide trail connecting the new parking to the downtown area. This trail can serve as the first portion of a future link to Heritage Park. In addition to the trail, discussion of lighting for safety will be considered.

At the September 14, 2020 meeting when the Council approved the project, they also authorized the walking trail extension south of the PD not to exceed \$5,000.

Additional amount needed for the trail to the downtown would be an estimated \$30,000.  
Balance due to Leland \$170,880.20

Total budget \$250,000

Currently we are under budget approximately \$5600

#### Recommendation / Staff Comments:

Staff recommends approval

#### Sample Motion(s):

I move to approve/deny



## City Hall Parking Lot

10/29/2020 8:34:18 AM

Post Date	Transaction Date	Transaction ID	Description	Vendor	Invoice #	Check #	Debit
9/30/2020	10/22/2020	AP Invoice-7570	City Hall Parking Lot Engineering thru 9-30-20	Eikon Consulting Group, LLC	18138.21-4	1014	\$3,710.84
9/18/2020	9/18/2020	AP Invoice-7315	Courier Service to Deliver Bids for City Hall Parking	On Time Couriers and Process	315889	1011	\$209.01
9/18/2020	9/18/2020	AP Invoice-7315	City Hall Parking Lot Engineering	Eikon Consulting Group, LLC	18138.21-3	1010	\$7,337.06
8/21/2020	8/21/2020	AP Invoice-7123	Engineering Fees for City Hall Parking Lot	Eikon Consulting Group, LLC	18138.21-2	1009	\$3,602.18
7/31/2020	7/31/2020	AP Invoice-6954	Engineering for City Hall Parking Lot	Eikon Consulting Group, LLC	18138.21-1 R	1007	\$6,250.00
					<b>Total Expenditures in FY2020</b>		<b>\$21,109.09</b>
10/30/2020	10/27/2020	AP Invoice-7618	Progress Billing #1 for City Hall Parking Lot	Leland & Bradlee Construction	18138.21	1015	\$52,426.80
					<b>Total Expenditures in FY2021</b>		<b>\$52,426.80</b>
					<b>Total Expenditures in FY2020</b>		<b>\$21,109.09</b>
					<b>Total Expenditures in FY2021</b>		<b>\$52,426.80</b>
					<b>Total Expenditures on City Hall Parking Lot</b>		<b>\$73,535.89</b>
					<b>*Total Budget in FY2020</b>		<b>250,000.00</b>
					<b>Balance Remaining from Original Budget</b>		<b>176,464.11</b>
					<b>Balance Remaining for Leland Contract For \$223,307.00</b>		<b>170,880.20</b>

\*Note- \$250,000 was budgeted in FY2020 for this project. Nothing was budgeted in FY2021 for this project.



September 15, 2020

Mr. Bradlee Smith  
Vice President  
Leland Bradlee Construction, Inc.  
4815 Whitehurst Drive  
Longview, TX 75602

RE: **OVILLA CITY HALL PARKING LOT IMPROVEMENTS**  
City of Ovilla, Texas  
EIKON Job No. 18138.21

Dear Mr. Smith:

Please consider this your official Notice of Award for the project named above. The City of Ovilla, at their regularly scheduled City Council meeting on September 14, 2020, approved award of the construction contract to Leland Bradlee Construction, Inc. including the bid alternate. You are hereby authorized to proceed with preparation of performance/payment bonds and insurance certificates for the construction contract.

#### **BID INFORMATION**

- A. Bidder: Leland Bradlee Construction, Inc.
- B. Bidder's Address: 4815 Whitehurst Drive, Longview, TX 75602
- C. Bidder's Phone: (903) 236-4872
- D. Project Name: Ovilla City Hall Parking Lot Improvements
- E. Project Location: Main Street at Cockrell Hill Road
- F. Owner: City of Ovilla
- G. Project Number: 18138.21
- H. Engineer: EIKON
- I. Engineer Firm Number: F-12759



## **NOTICE OF AWARD OF CONTRACT**

- A. Notice: The above Bidder is hereby notified that their bid, dated September 8, 2020 for the above Contract has been considered and the Bidder is hereby awarded a contract for the Ovilla City Hall Parking Lot Improvements.
- B. Alternates Accepted: The following alternates have been accepted by Owner and have been incorporated in the Contract Sum:
  1. Bid Alternate: Off-Site 5" Concrete Trail Paving \$2,580.00
- C. Contract Sum: The Contract Sum including alternate is Two Hundred Twenty-Three Thousand Three Hundred Seven and No/One Hundredths Dollars (**\$223,307.00** U.S.).

## **EXECUTION OF CONTRACT**

- A. Contract Documents: Copies of the Contract Documents will be made available to the Bidder immediately. The Bidder must comply with the following conditions precedent within Ten (10) days of the above date of issuance of the Notice:
  1. Deliver to Owner three (3) sets of fully executed copies of the Contract Documents.
  2. Deliver with the executed Contract Documents: Bonds and Certificates of Insurance required by the Contract Documents.
- B. Compliance: Failure to comply with conditions of this Notice within the time specified will entitle Owner to consider the Bidder in default, annul this Notice, and declare the Bidder's Bid security forfeited.
  1. Within ten (10) days after the Bidder complies with the conditions of this Notice, Owner will return to the Bidder one fully executed copy of the Contract Documents.



We look forward to working with you on this project. Should you have any additional questions and/or comments concerning this project, please do not hesitate to contact our office.

#### **NOTIFICATION**

A. This Notice is issued by:

Engineer: EIKON

Authorized Signature:

A handwritten signature in black ink, appearing to read "Robert M. Stengele".

Robert M. Stengele, PE  
Director of Civil Engineering

cc: Pam Woodall, City Manager, City of Ovilla  
James Kuykendall, Public Works Director, City of Ovilla

CONTACT US WHY BUY FROM US? 0

**Solar Imperial II Triple Lamp Post**

900 Lumens

Availability: In Stock ★★★★★ 7 reviews

Quantity: - 1 +

**\$1,074.99** ~~\$1,039.95~~

Add To Cart

QUANTITY	DISCOUNT
Buy 1	0% Off
Buy 2	0% Off
Buy 5	1% Off

Free Shipping On \$75 Same Day Shipping For Orders Placed Before 3 PM Outdoor Solar Store Tested & Quality Assured! Customer Support 2 Year Warranty

**ITEM INFO**

**SOLAR IMPERIAL II SOLAR LAMP POST - TRIPLE**

It's a beautiful triple solar lamp post that will make any yard look great and save you money too!

**UPGRADED RUN TIMES UP TO 72 HOURS ON LOW / 36 HOURS ON HIGH!**

Our Solar Lamp Posts are made of heavy duty aluminum and are built to last. They are designed to withstand harsh weather conditions and are perfect for any outdoor space. The Solar Imperial II Triple Lamp Post is a great addition to any garden or patio. It's a beautiful triple solar lamp post that will make any yard look great and save you money too!

**DELL**

**TARA GILBERT**  
TARA.GILBERT@TPG.COM

## AGENDA ITEM REPORT

### Item 10

Meeting Date: November 09, 2020

Department: Administration / Fire / Const.

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted By: Staff

Reviewed By:  City Manager

City Secretary

City Attorney

Finance Director

Other: Staff

#### Attachments:

1. TCEQ/TAC Title 30- excerpt

#### Agenda Item / Topic:

ITEM 10. DISCUSSION – Discuss the necessity to set regulations and restrictions for construction burning, directing staff as necessary.

#### Discussion / Justification:

Place 4 Hunt requested staff to place this on the agenda for discussion.

#### Recommendation / Staff Comments:

N/A

#### Sample Motion(s):

Discussion only.

***Excerpt from the TCEQ/TAC***

**Title 30**

*4. Before conducting the burn, determine whether any structures containing sensitive receptors (for example, residences, greenhouses, stables, etc.) are within 300 feet of, and in the general direction downwind from, the site of the burn. If so, obtain written permission from the occupants or operators of those structures before you begin the burn.*

AGENDA ITEM REPORT  
Item 11

Meeting Date: November 09, 2020

Discussion  Action

Submitted By: Staff

Reviewed By:  City Manager  City Secretary  City Attorney

Finance Director  Other: Staff

Attachments:

1. None

Agenda Item / Topic:

ITEM 11. DISCUSSION – Discuss and review staff's plans for the reopening of the city facilities.

Discussion / Justification:

Recommendation / Staff Comments:

Staff recommends approval

Sample Motion(s):

I move to approve/deny

AGENDA ITEM REPORT  
Item 12

Meeting Date: November 09, 2020

Discussion  Action

Submitted By: Staff

Reviewed By:  City Manager  City Secretary  City Attorney

Finance Director  Other: Staff

Attachments:

Agenda Item / Topic:

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

Discussion / Justification:

Recommendation / Staff Comments:

Staff recommends approval

Sample Motion(s):

I move to approve/deny

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

To: Mayor Richard Dormier  
 Ovilla City Council  
 Pam Woodall, City Manager

Calls For Service	October 2020	Oct 2020 YTD	October 2019	Oct 2019 YTD
Accident	6	46	2	59
Alarms	10	122	17	172
Arrest	1	35	4	61
Assault/Assault FV	3	17	1	10
Assists	74	755	66	836
Building / House Security Check	543	6863	893	7140
Burglary	0	2	0	2
Burglary of Motor Vehicle	2	3	0	2
Criminal Mischief	0	6	0	3
Disturbance	13	126	10	100
Neighborhood Check	978	10963	1259	11958
Other Calls for Service	76	803	87	911
Suspicious Person	10	69	9	64
Suspicious Vehicle	16	189	21	145
Theft	1	11	2	12
Traffic Assignment/School Enforcement	10	297	26	204
<b>TOTAL CALLS FOR SERVICE</b>	<b>1743</b>	<b>20307</b>	<b>2397</b>	<b>21679</b>

Volunteer and Reserve Officer Hours	12.5	109.5	24	180.5
Average Response Time (Minutes)	5.42	4.148	4	3.8513
Total Citations	19	214	42	636
Total Traffic Stops	132	1304	255	2769
Traffic Stop Disposition Warning	114	1089	213	2157
Traffic Stop Disposition Citation	18	207	42	585
<b>PERCENT OF STOPS RECEIVING CITATIONS</b>	<b>13.6</b>	<b>15.9</b>	<b>16.5</b>	<b>21.1</b>

STAFFING

Full Time Sworn	10
Full Time Civilian	0
Part Time Sworn	3
Reserve Officer	2
Total Staffing	15

October 2020	TO	October 2020	MILEAGE	MAINTENANCE PERFORMED
Police Unit #	Begin	End	Accrued	
116	106,800	107,116	<b>316</b>	
117	98,500	100,453	<b>1,953</b>	
216	30,288	30,500	<b>212</b>	
119	37,689	39,216	<b>1,527</b>	
120	19,962	20,592	<b>630</b>	Brakes/warranty work-solenoid
220	21,400	23,448	<b>2,048</b>	tire repair

# Ovilla Fire Department

## October Monthly Report



**Fire Chief Brandon Kennedy**

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 because 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 has 1 Firefighter Paramedic position open.
- Currently the Department has 1 Firefighter Basic position open.
- Currently the Department has 7 Volunteer Firefighter position open.
- Current Staffing
  - 2 Chiefs
  - 5 Captains
  - 22 Firefighter Paramedics
  - 7 Firefighter EMT-Basics
  - 5 Volunteer Firefighters
  - Total Staffing of 41 out of 50 positions
- Of the Volunteers on staff,
  - 3 of them are Dual Certified, meaning they have their Fire Certs and EMT Basic and or Paramedic
  - 2 have just their Fire Certs
  - 0 have just their EMT- 1 - Basic and 1 - Paramedic
  - 0 Volunteers do not have any Certification at this time.
- We have a new hire test scheduled in December for the Volunteer Positions and we are hopeful they will be able to start the first of January

## Grants Report

- Have turned in five Texas Forestry Service Grants, waiting for notification of award
  - 01/23/2018 applied for a bunker gear grant that we are still waiting to hear if awarded
  - 01/23/2018 applied for a Brush Truck Chassis grant that we are still waiting to hear if awarded
  - 08/29/2019 applied for a Skid Unit to be placed onto Brush Truck Chassis if awarded
  - 01/23/2018 applied for a Brush Truck grant that we are still waiting to hear if awarded
  - RECEIVED \$8,050 from TFS for Insurance Reimbursement Grant
- AFG Grant for PPE was submitted on 03/12/2020, we did not receive the grant.

## Summary of Events for the Department

- October, we had a total of 94 (Last October we ran 90) calls through dispatch and several public service calls that were not dispatched. These come from a resident calling the station phone and needing assistance with smoke detector batteries. We are trying to reach out to the residents to let them know we can assist them with smoke detector batteries and installation. We will not purchase them but if they purchase the detector and or batteries, we will be happy to assist them.
- Siren Testing complete, and all are working properly.
- COVID-19 Monitoring
- FD ran a total of 7 possible COVID-19 calls this month, with 4 of these being in the City Limits. They are “possible” due to a positive screening result through our dispatch questionnaire process.

*This does not mean that they have or will test positive at the emergency room.*

## 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 Days a week we have 2 – 12-hour shifts that are covered by volunteers (0800 – 2000) and (2000 – 0800)
- **57 / 62** Volunteer shifts were covered, and these 57 shifts we had 4 personnel on the Engine

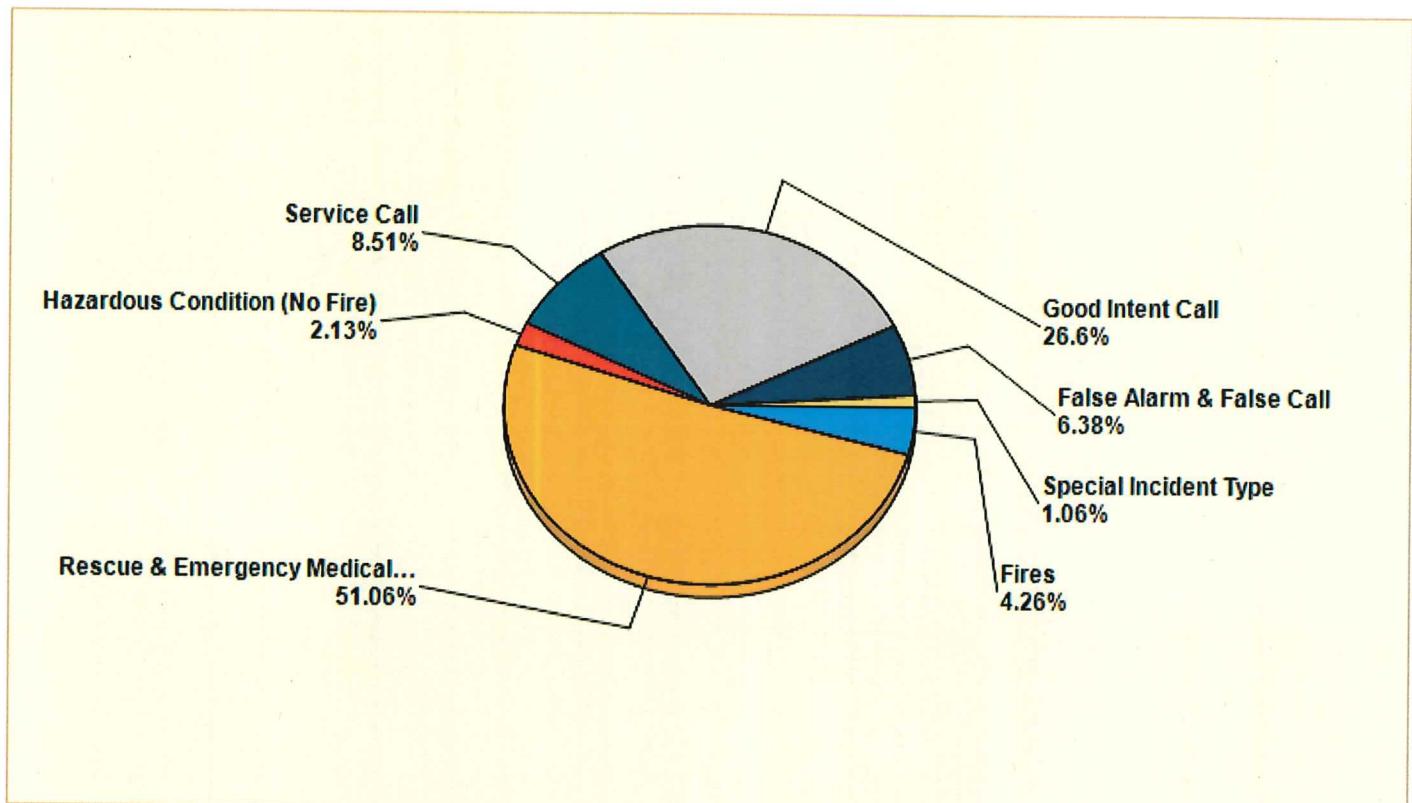
## Summary of Activity from Deputy Chief / Fire Marshal's Office

- 6 Consults
- 4 Meetings
- 2 Complaint Investigations on Outdoor Burning
- Back-Up for Ovilla PD
- QCI reports

## Monthly Call Summary

INCIDENT COUNT		
INCIDENT TYPE	# INCIDENTS	
EMS		48
FIRE		46
<b>TOTAL</b>		<b>94</b>
MUTUAL AID		
Aid Type	Total	
Aid Given		12
Aid Received		3
OVERLAPPING CALLS		
# OVERLAPPING	% OVERLAPPING	
9		9.57
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	EMS	FIRE
Station 701	0:05:30	0:04:44
<b>AVERAGE FOR ALL CALLS</b>		<b>0:05:28</b>
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)		
Station	EMS	FIRE
Station 701	0:01:13	0:00:49
<b>AVERAGE FOR ALL CALLS</b>		<b>0:01:11</b>
AGENCY		
Ovilla Fire Department	AVERAGE TIME ON SCENE (MM:SS)	
	18:46	

## Breakdown by Major Incident Type



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	4	4.26%
Rescue & Emergency Medical Service	48	51.06%
Hazardous Condition (No Fire)	2	2.13%
Service Call	8	8.51%
Good Intent Call	25	26.6%
False Alarm & False Call	6	6.38%
Special Incident Type	1	1.06%
<b>TOTAL</b>	<b>94</b>	<b>100%</b>

Average 1.00 fire per week

Average 3.03 calls per day

Average 23.50 calls per week

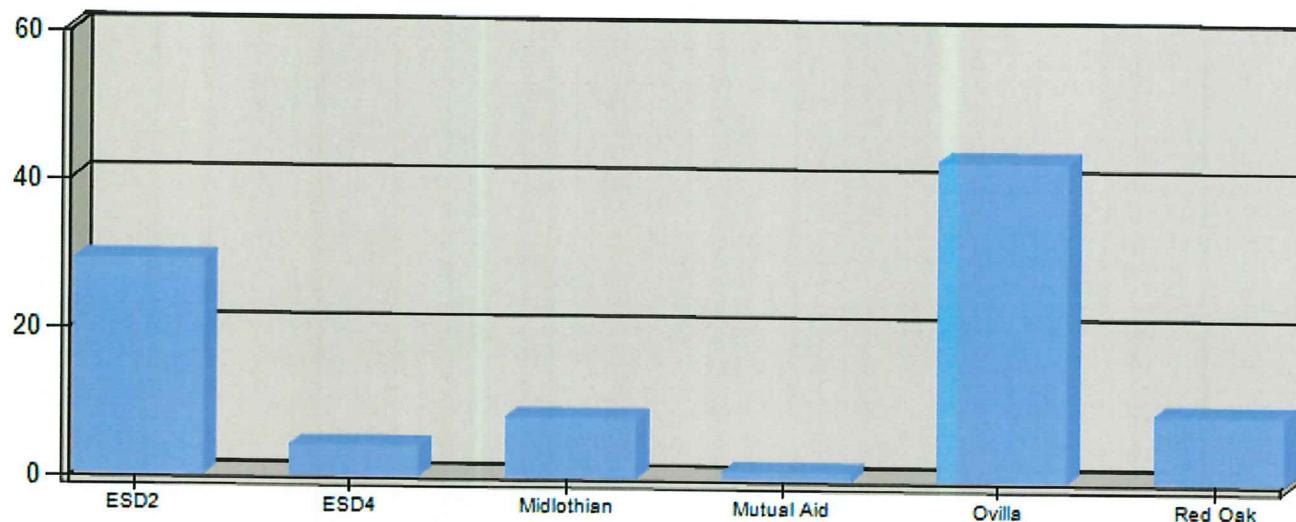
C701 Responses | 11

C702 Responses | 15

Number of Overlapping Calls | 9

**Total Ovilla Fire Department Runs | 94**

## Breakdown by Districts



District	October	September
ESD2 - ESD #2	29	26
ESD4 - ESD #4	4	5
Midlothian - Midlothian City Limits	8	2
Mutual Aid - Mutual Aid	1	0
Ovilla - City Limits	43	27
Red Oak - Red Oak City Limits	9	3
<b>TOTAL:</b>	<b>94</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 Average Response Times by District for the Last Two Months

District	October	September
ESD2 - ESD #2	7.4	10.15
ESD4 - ESD #4	7.92	7.8
Ovilla - City Limits	4.93	5.59
Average Response Time	6.75	7.85

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	October	September
B701	1:07	2:03
C701	1:24	1:37
C702	0:55	1:18
E701	1:30	1:40
R755	1:24	N/A
<b>AVERAGE TURNOUT TIME:</b>	<b>1:16</b>	<b>1:40</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 an average turn out time of 1:30 over 90% of our calls.

## Incident Count Per Apparatus

APPARATUS	# of INCIDENTS
B701	1
C701	11
C702	15
E701	68
R755	1

This is showing how many runs were made by apparatus. AIDAU is number of runs made by an Automatic Aid Unit due to our unit being on another call.

## Fleet Report

Apparatus	Beginning Mileage	Ending Mileage	Mileage for the Month	Fuel Expenses	Maintenance Expenditures
B701	59,507	59,567	60	\$ 28.00	\$ -
B702	4,183	4,187	4	\$ 24.07	\$ 175.25
C701	33,086	33,596	510	\$ 43.00	\$ -
C702	2,813	3,387	574	\$ 104.68	\$ -
S701	107,940	108,281	341	\$ 34.42	\$ -
E701	22,884	23,521	637	\$ 395.58	\$ -
E702	30,377	30,468	91	\$ 57.23	\$ 4,918.34
E703	-	-	0	\$ -	\$ -
R755	20,774	20,852	78	\$ 71.70	\$ -
Station Supplies (Small Equipment Fuel, Propane, Other)				\$ -	\$ -
Totals for the Month			2,295	\$ 758.68	\$ 5,093.59

**COVID-19 Update as of November 3, 2020****National Updates:****US DEATH RATE: 2.58%\***

\*Based off current deaths divided by total confirmed

**Globally:****GLOBAL DEATH RATE: 2.66%\***

\*Based off current deaths divided by total confirmed

**Ellis County as of November 3<sup>rd</sup>**

**5,525      189      5,294      42**

Total Cases

Active Cases

Estimated Total Recoveries

Deaths

**Gender**

**2,544**

**2,782**

**189**

Male

Female

Unknown

**Deaths By City**

Ennis: 5

Ferris: 1

Italy: 1

Midlothian: 6

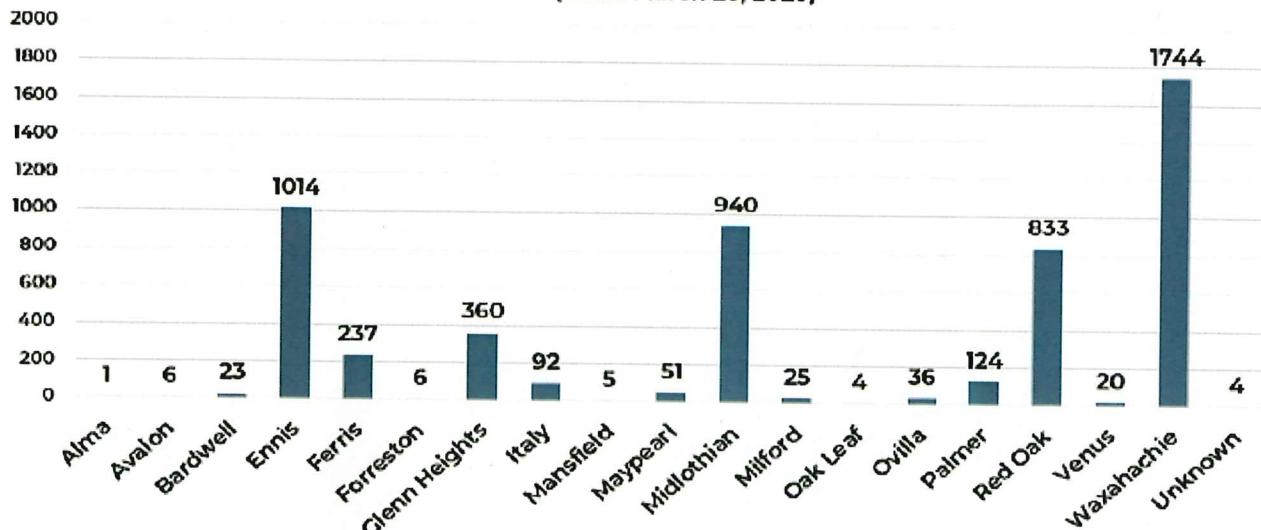
Palmer: 1

Red Oak: 2

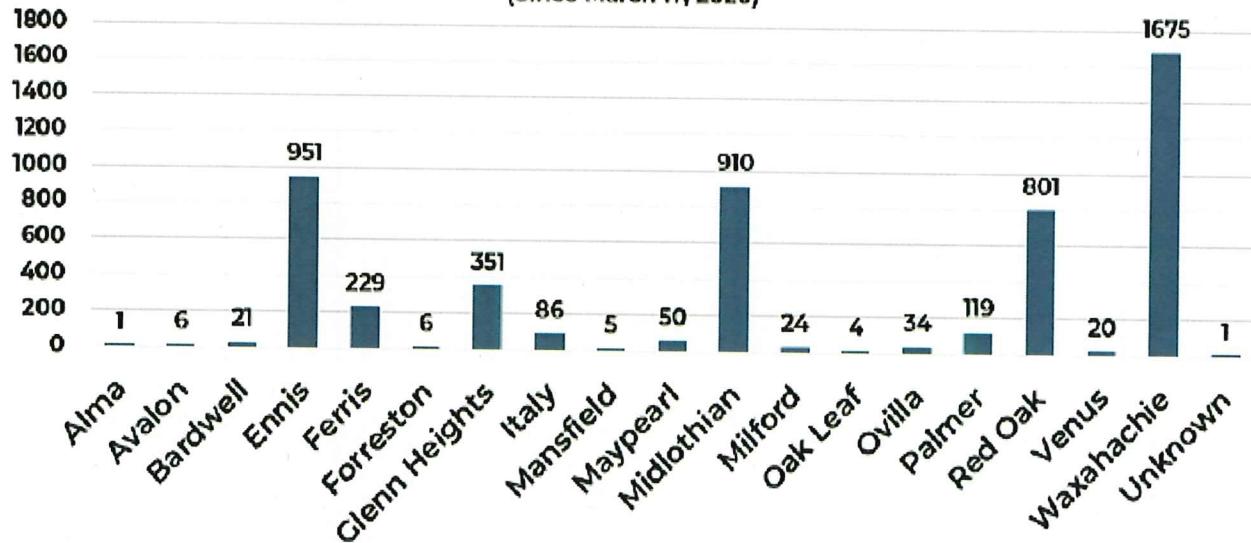
Waxahachie:

26

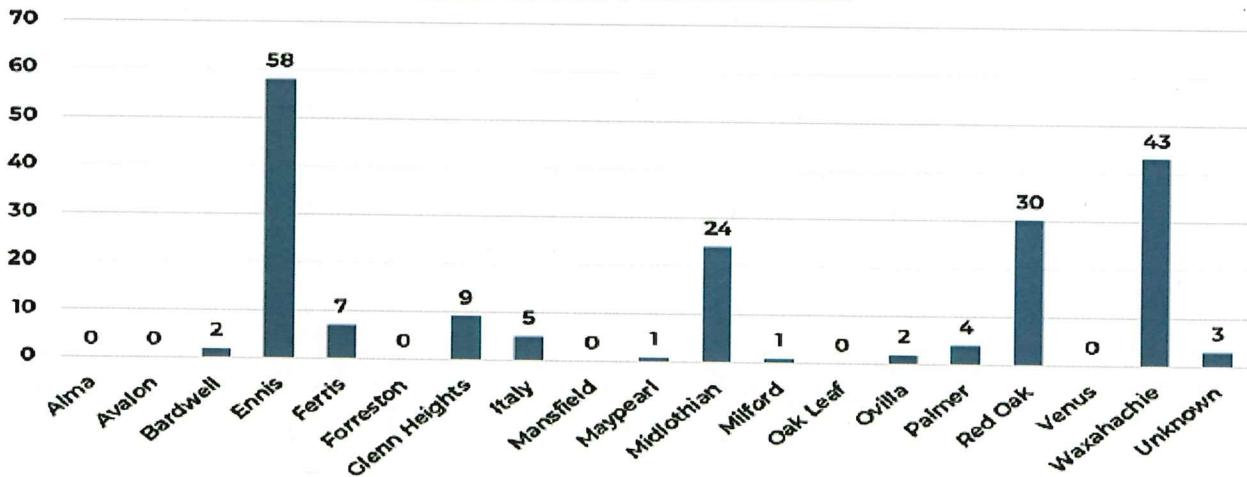
**ELLIS COUNTY TOTAL POSITIVE CASES**  
(Since March 20, 2020)



**ELLIS COUNTY TOTAL RECOVERED**  
(Since March 17, 2020)



**ELLIS COUNTY ACTIVE CASES**



## **COST UPDATES:**

### **State Threshold: \$38,472,708.00 Million**

- As of April 28, 2020: **\$3,221,060,013.65** billion has been met.
  - County DSOs **\$372,769,964.00**

### **Ellis County Threshold: \$ 574,502.40**

#### **Sub Total (Potential Reimbursed): Current Amount \$ 1,609,518.77**

- Ellis County: \$543,009.55
- Alma
- Bardwell
- Cedar Hill
- Ennis: \$141,339.49
- Ferris: \$ 60,198.65
- Garret
- Grand Prairie
- Glenn Heights: \$59,498.62
- Italy: \$12,313.42
- Mansfield
- Maypearl (ISD): \$5,952.68
- Midlothian \$16,310.34
- Milford (ISD): *pending*
- Oak Leaf: *pending*
- Ovilla: \$22,967.22
- Pecan Hill
- Red Oak: \$252,398.86
- Waxahachie: \$495,529.94

Examples of items included in total: Staff labor, Cleaning, Office Supplies, Cleaning & Services



**TO:** Honorable Mayor and City Council Members, City Manager- Pam Woodall, Public Works Director- James Kuykendall

**FROM:** Daniel Durham – Water/Wastewater Superintendent

**TOPIC:** Water/Wastewater Monthly Report for October ,2020

---

## **Water/Wastewater Staffing: Superintendent-1 / Utility Crew Leader-1 / Utility Worker-1**

### **WORK ORDERS**

- 65 total Work Orders completed for the month of October ,2020  
**Gov Pilot Reporting**

<b>Balances</b>			
	<b>New</b>	<b>Completed</b>	<b>Remaining</b>
<b>Water/Wastewater</b>			
<b>Dept -</b>	<b>71</b>	<b>65</b>	<b>6</b>

### **WATER**

- Gallons pumped from DWU 17.800.000 MG, Retail Billed 16.992.900 MG, Retail Unbilled 21.0K , Builder metered 4.9K , Maintenance flushing 100.000K,
- Daily water sampling and pump station site check. (State Requirement)
- Daily monitoring of CL2 & NH3 feed rate and ratio check. (State Requirement)
- NAP Nitrification Action Plan performed daily @ 5 distribution locations. (State Requirement)
- Flushed NAP Nitrification Action Plan sample site areas if need to stay within baseline levels. (State Requirement)
- monthly TCEQ BACTI water samples collected and sent to lab. (State Requirement)
- Performed calibration checks on chlorine meter & HACH SL1000 meter (State Requirement)
- Flushed dead end mains & Flushed for system residuals of .50MG/L or lower. (State Requirement)
- Read monthly water meters.
- Completed monthly repairs list for replacing meter lids and boxes.



## WASTEWATER

- Daily site checks and maintenance at Highland Meadows Lift Station. (State Requirement)
- Daily site checks and maintenance at Cumberland Lift station. (State Requirement)
- Daily site checks and maintenance Heritage lift station. (State Requirement)

### Vehicle & Equipment Usage

October, 2020

Description	Mileage			Hours		
	Begin	End	Accrued	Begin	End	Accrued
017 F250 4x4	17,930	19,878	1,948			
015 2500 HD Silverado	50,021	52,495	2,474			
011 3500HD Silverado	59,184	60,299	1,110			
008 2500HD Silverado	89,270	90,232	962			
008 1500 Silverado	120,110	121,404	1,294			
001 C6500 Dump Truck	19,432	19,498	66			
999 International Patch Truck	Out of Service	Out of Service				
998 Ford Dump Truck	In Shop	56,306	0			
new Holland Skid LS60				1342.6	1401.3	58.7
999 Kubota Tractor				1010.6	1029.3	18.7
992 Ford Tractor				1090.9	1093.4	2.5
10K John Deere Backhoe				2225.8	2278.7	52.9
Ingersoll Mobil Air Compress				1326.1	1326.1	0
Jet Machine				508	519	11
vac Machine 2017				128.5	138.1	9.6
omag 900-50 packer				195.5	195.5	0
016 Exmark				358.5	358.5	0
013 Exmark				493.9	493.9	0
004 Exmark				1066.7	1066.7	0
CB Backhoe				104.2	104.2	0
ubota Mini Excavator				84.5	121.1	36.6
rafco Crack Sealer				77.4	77.4	0

- Cleaned all lift stations and wet wells.

October 2020



## Streets and Drainage Department

### **Street/Drainage**

- Patch potholes 102 Oakwood, Shiloh Rd
- Pick up seven tons of hot mix
- At the intersection of Shiloh @ Bryson rough section of road continuous potholes overlayed section of road with hot mix asphalt
- 307 Cockrell Hill leveled out transition from driveway approach to street
- 136 Meadow Glen correct drainage problem in easement behind house knocked high spots and fill in low spots so water will flow
- 827 Red Oak Creek replace old city limit sign
- 608 Georgetown reset 25 mph speed limit sign pole was leaning

October 2020

- Intersection of Georgetown @ Silver Spur reset 25 mph speed limit sign pole was leaning
- At the intersections of Cardinal, Meadow lark install Slow children at play signs
- Take off forms on new poured sidewalk public works facilities and filled in with dirt
- Rent auger to plant trees, shrubs, plants around public works building and along new panel fence
- Grade dirt with box blade on the hill by city of ovilla sign
- Rent auger attachment for skid loader to drill three holes for flag poles (Boy Scouts)
- Weedeated guard rail E. Highland tall grass
- Cut down bamboo and hauled off Pickard Bridge

### **Parks**

- City hall compound, City parks, right of ways to Ashburn Glen, Shiloh & Bryson Manor mowed and weedeated by Mow Pros
- 744-A Cockrell Hill Rd mowed and weedeated right of way per Code enforcement

October 2020

- Helped parks dept load and haul off concrete culverts and broken concrete slab for basketball goal Silver Spur Park
- Helped parks dept dig holes and concrete new swing set Silver Spur Park
- Brushed Hog city right of ways Westmoreland, Malloy, Hosford, Red Oak Creek Rd, Johnson Ln, E. Highland

#### **Administrative**

- Texas Bit completed North ends of Georgetown, Buckboard, and connecting street of Silver Spur
- Texas Bit completed the overlay of parking lots to City Hall, Police Station
- Texas Bit completed asphalting parking lot public works facilities

#### **Street and Drainage Department**

*Johnny Cruz*

## **OVILLA CITY PARKS REPORT**

### **OCTOBER 2020**

Item of concern found this month was:

- 1) Broken climbing board at Cindy Jones Park

Parks have a walk-through inspection every Monday to Friday.

#### **SILVER SPUR PARK**

Removal of concrete culverts and basketball court started the week of October 19<sup>th</sup>. Rain the following week delayed finishing the installation of swings until the end of the month. When swing area is finished will be fixing fence and painting covered area.

#### **ASHBURN GLEN PARK**

“Entrance to Park” signs were installed at both entrances of the park to help the public locate easier. New playground equipment is in transit and will be here around the end of the month for installation in November.

#### **CINDY JONES PARK**

Park is closed as of October 26<sup>th</sup> to middle of November for installation of new playground equipment. Removal of old equipment was delayed 3 days due to rain and managed to have it removed by the time new equipment showed up on Friday, October 30<sup>th</sup>.

#### **HERITAGE PARK**

Restrooms are cleaned on Monday's and Friday's. During daily walk-through park inspection any concerns are taken care of at that time. This procedure must be working as I receive many compliments from users of the park on how nice the restrooms are. Garbage cans are checked daily as well as emptied when needed, but at least once a week.

**TREE IN WATER WAY** – We have a tree in water way in park that needs to be removed. We have had discussion on removal of tree, but no plan of action has been put into place, due to the extreme danger of doing so.

#### **EAGLE SCOUT PROJECT**

Tyler Homuth - Three flags dedicated to first responder was started and completed this month and is back in the park by the ballfields.

**MOWING OF PARKS** is down to being cut only 2 times this month.



**Date: November 9, 2020**

**To: Honorable Mayor and Council Members**

**Subject: Transactions over \$5,000 From  
October 1, 2019 thru October 31, 2020**

**From:**

**Sharon Jungman – Finance Director**

## Transaction Detail Report for Transactions over \$5,000

10/1/2020 - 10/31/2020

## 100 - General Fund

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
10/9/2020	10/9/2020	AP Invoice		Semi Annual Dispatch	20,475.00	0.00	20,475.00
				Total	<u>20,475.00</u>	<u>0.00</u>	

## 100 - General Fund

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
10/2/2020	10/2/2020	AP Invoice		Crimes Software For FY21	16,500.00	0.00	16,500.00
				Total	<u>16,500.00</u>	<u>0.00</u>	

## 100 - General Fund

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
10/30/2020	10/30/2020	AP Invoice		Water Street Bridge Progress Billing #1	103,233.00	0.00	103,233.00
				Total	<u>103,233.00</u>	<u>0.00</u>	

## 200 - Water And Utilities Fund

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
10/2/2020	10/2/2020	AP Invoice		Sewer Service for October	14,065.00	0.00	14,065.00
10/16/2020	10/16/2020	AP Invoice		Sewer Treatment for November	14,065.00	0.00	28,130.00
				Total	<u>28,130.00</u>	<u>0.00</u>	



**Date: November 9, 2020**

**To: Honorable Mayor and Council Members**

**Subject: Financial Statement Summaries for  
October 1, 2019 thru October 31, 2020**

**(With Unreconciled Bank Statements)**

**From:**

**Sharon Jungman – Finance Director**

City of Ovilla  
 Financial Statement  
 As of October 31, 2020

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100 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Taxes	263.77	221,164.33	(220,900.56)	263.77	2,654,965.00	0.01%	2,654,701.23
Licenses-Permits-Fees	2,696.62	10,621.58	(7,924.96)	2,696.62	127,510.00	2.11%	124,813.38
Services	150.00	47,144.46	(46,994.46)	150.00	565,960.00	0.03%	565,810.00
Fines & Forfeitures	2,775.23	10,458.32	(7,683.09)	2,775.23	125,550.00	2.21%	122,774.77
Other Revenue	5,986.01	40,476.70	(34,490.69)	5,986.01	485,785.00	1.23%	479,798.99
Transfers	0.00	11,083.34	(11,083.34)	0.00	133,000.00	0.00%	133,000.00
Revenue Totals	<u>11,871.63</u>	<u>340,948.73</u>	<u>(329,077.10)</u>	<u>11,871.63</u>	<u>4,092,770.00</u>	<u>0.29%</u>	<u>4,080,898.37</u>
<b>Expense Summary</b>							
Employee Benefits	32,922.43	38,820.45	(5,898.02)	32,922.43	466,031.00	7.06%	433,108.57
Other Expense	609.75	4,143.97	(3,534.22)	609.75	49,745.00	1.23%	49,135.25
Personnel	220,556.29	166,191.69	54,364.60	220,556.29	1,995,046.00	11.06%	1,774,489.71
Not Categorized	2,424.12	0.00	2,424.12	2,424.12	0.00	0.00%	(2,424.12)
Special Services	0.00	10,989.44	(10,989.44)	0.00	131,900.00	0.00%	131,900.00
Contractual Services	24,555.00	24,778.63	(223.63)	24,555.00	297,462.00	8.25%	272,907.00
Operating Services	11,392.65	8,193.67	3,198.98	11,392.65	98,360.00	11.58%	86,967.35
Special Expenses	143.97	2,720.22	(2,576.25)	143.97	32,650.00	0.44%	32,506.03
Supplies	1,371.86	4,711.60	(3,339.74)	1,371.86	56,550.00	2.43%	55,178.14
Professional Development	13.46	2,524.00	(2,510.54)	13.46	30,300.00	0.04%	30,286.54
Software & Computer Equipment	24,403.52	6,477.62	17,925.90	24,403.52	77,758.00	31.38%	53,354.48
Printing Expense	655.28	1,464.12	(808.84)	655.28	17,574.00	3.73%	16,918.72
Utilities	149.11	31,570.80	(31,421.69)	149.11	378,995.00	0.04%	378,845.89
Repairs - Bldg & Machinery	8,425.70	11,818.31	(3,392.61)	8,425.70	141,850.00	5.94%	133,424.30
Insurance	10,185.32	2,715.70	7,469.62	10,185.32	32,602.00	31.24%	22,416.68
Minor Capital Outlay	2,000.00	9,276.01	(7,276.01)	2,000.00	111,347.00	1.80%	109,347.00
Vehicle Expenses	0.00	3,857.40	(3,857.40)	0.00	46,300.00	0.00%	46,300.00
Capital Outlay	103,233.00	10,416.67	92,816.33	103,233.00	125,000.00	82.59%	21,767.00
Rentals	271.91	274.89	(2.98)	271.91	3,300.00	8.24%	3,028.09
Expense Totals	<u>443,313.37</u>	<u>340,945.19</u>	<u>102,368.18</u>	<u>443,313.37</u>	<u>4,092,770.00</u>	<u>10.83%</u>	<u>3,649,456.63</u>

City of Ovilla  
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**110 - LEOSE**

**Revenue Summary**

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Other Revenue	0.00	91.67	(91.67)	0.00	1,100.00	0.00%	1,100.00
Revenue Totals	<b>0.00</b>	<b>91.67</b>	<b>(91.67)</b>	<b>0.00</b>	<b>1,100.00</b>	<b>0.00%</b>	<b>1,100.00</b>

**Expense Summary**

Professional Development	0.00	91.63	(91.63)	0.00	1,100.00	0.00%	1,100.00
Expense Totals	<b>0.00</b>	<b>91.63</b>	<b>(91.63)</b>	<b>0.00</b>	<b>1,100.00</b>	<b>0.00%</b>	<b>1,100.00</b>

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**120 - Street Improvement Fund**

**Revenue Summary**

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Taxes	0.00	5,247.90	(5,247.90)	0.00	63,000.00	0.00%	63,000.00
Revenue Totals	<u>0.00</u>	<u>5,247.90</u>	<u>(5,247.90)</u>	<u>0.00</u>	<u>63,000.00</u>	<u>0.00%</u>	<u>63,000.00</u>

**Expense Summary**

	0.00	5,247.90	(5,247.90)	0.00	63,000.00	0.00%	63,000.00
Capital Outlay	0.00	5,247.90	(5,247.90)	0.00	63,000.00	0.00%	63,000.00
Expense Totals	<u>0.00</u>	<u>5,247.90</u>	<u>(5,247.90)</u>	<u>0.00</u>	<u>63,000.00</u>	<u>0.00%</u>	<u>63,000.00</u>

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130 - Court Technology	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Fines & Forfeitures	121.85	166.60	(44.75)	121.85	2,000.00	6.09%	1,878.15
Revenue Totals	<u>121.85</u>	<u>166.60</u>	<u>(44.75)</u>	<u>121.85</u>	<u>2,000.00</u>	<u>6.09%</u>	<u>1,878.15</u>
<b>Expense Summary</b>							
Software & Computer Equipment	0.00	166.60	(166.60)	0.00	2,000.00	0.00%	2,000.00
Expense Totals	<u>0.00</u>	<u>166.60</u>	<u>(166.60)</u>	<u>0.00</u>	<u>2,000.00</u>	<u>0.00%</u>	<u>2,000.00</u>

City of Ovilla  
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**140 - Court Security**

**Revenue Summary**

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines & Forfeitures	141.50	124.95	16.55	141.50	1,500.00	9.43%	1,358.50
Revenue Totals	<b>141.50</b>	<b>124.95</b>	<b>16.55</b>	<b>141.50</b>	<b>1,500.00</b>	<b>9.43%</b>	<b>1,358.50</b>

**Expense Summary**

Other Expense	0.00	99.96	(99.96)	0.00	1,200.00	0.00%	1,200.00
Reserve	0.00	24.99	(24.99)	0.00	300.00	0.00%	300.00
Expense Totals	<b>0.00</b>	<b>124.95</b>	<b>(124.95)</b>	<b>0.00</b>	<b>1,500.00</b>	<b>0.00%</b>	<b>1,500.00</b>

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200 - Water And Utilities Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Services	169,740.45	106,190.94	63,549.51	169,740.45	1,274,800.00	13.32%	1,105,059.55
Other Revenue	0.00	5,837.49	(5,837.49)	0.00	70,050.00	0.00%	70,050.00
Transfers	0.00	26,604.27	(26,604.27)	0.00	319,379.00	0.00%	319,379.00
Revenue Totals	<u>169,740.45</u>	<u>138,632.70</u>	<u>31,107.75</u>	<u>169,740.45</u>	<u>1,664,229.00</u>	<u>10.20%</u>	<u>1,494,488.55</u>
<b>Expense Summary</b>							
Personnel	40,537.97	27,994.29	12,543.68	40,537.97	336,066.00	12.06%	295,528.03
Not Categorized	0.00	16.67	(16.67)	0.00	200.00	0.00%	200.00
Employee Benefits	5,849.83	8,186.86	(2,337.03)	5,849.83	98,282.00	5.95%	92,432.17
Special Services	0.00	7,834.67	(7,834.67)	0.00	94,050.00	0.00%	94,050.00
Contractual Services	0.00	1,249.50	(1,249.50)	0.00	15,000.00	0.00%	15,000.00
Supplies	781.31	578.97	202.34	781.31	6,950.00	11.24%	6,168.69
Professional Development	0.00	391.52	(391.52)	0.00	4,700.00	0.00%	4,700.00
Software & Computer Equipment	0.00	1,124.63	(1,124.63)	0.00	13,500.00	0.00%	13,500.00
Printing Expense	0.00	129.12	(129.12)	0.00	1,550.00	0.00%	1,550.00
Utilities	28,130.00	60,409.65	(32,279.65)	28,130.00	725,206.00	3.88%	697,076.00
Other Expense	500.00	808.84	(308.84)	500.00	9,710.00	5.15%	9,210.00
Rentals	184.65	124.95	59.70	184.65	1,500.00	12.31%	1,315.35
Operating Services	0.00	699.84	(699.84)	0.00	8,400.00	0.00%	8,400.00
Vehicle Expenses	0.00	516.50	(516.50)	0.00	6,200.00	0.00%	6,200.00
Repairs - Bldg & Machinery	714.80	2,957.74	(2,242.94)	714.80	35,500.00	2.01%	34,785.20
Insurance	2,136.74	675.95	1,460.79	2,136.74	8,115.00	26.33%	5,978.26
Minor Capital Outlay	0.00	249.92	(249.92)	0.00	3,000.00	0.00%	3,000.00
Capital Outlay	0.00	15,662.74	(15,662.74)	0.00	188,000.00	0.00%	188,000.00
Reserve	0.00	9,021.39	(9,021.39)	0.00	108,300.00	0.00%	108,300.00
Expense Totals	<u>78,835.30</u>	<u>138,633.75</u>	<u>(59,798.45)</u>	<u>78,835.30</u>	<u>1,664,229.00</u>	<u>4.74%</u>	<u>1,585,393.70</u>

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250 - WWW Infrastructure Improvements	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Services	5,877.32	5,414.50	462.82	5,877.32	65,000.00	9.04%	59,122.68
Revenue Totals	<u>5,877.32</u>	<u>5,414.50</u>	<u>462.82</u>	<u>5,877.32</u>	<u>65,000.00</u>	<u>9.04%</u>	<u>59,122.68</u>
<b>Expense Summary</b>							
Reserve	0.00	5,414.50	(5,414.50)	0.00	65,000.00	0.00%	65,000.00
Expense Totals	<u>0.00</u>	<u>5,414.50</u>	<u>(5,414.50)</u>	<u>0.00</u>	<u>65,000.00</u>	<u>0.00%</u>	<u>65,000.00</u>

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400 - Debt Service Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Other Revenue	0.00	45.83	(45.83)	0.00	550.00	0.00%	550.00
Transfers	0.00	9,021.39	(9,021.39)	0.00	108,300.00	0.00%	108,300.00
Taxes	0.00	38,459.61	(38,459.61)	0.00	461,700.00	0.00%	461,700.00
Revenue Totals	<u><u>0.00</u></u>	<u><u>47,526.83</u></u>	<u><u>(47,526.83)</u></u>	<u><u>0.00</u></u>	<u><u>570,550.00</u></u>	<u><u>0.00%</u></u>	<u><u>570,550.00</u></u>
<b>Expense Summary</b>							
Long Term Debt	<u><u>0.00</u></u>	<u><u>47,526.81</u></u>	<u><u>(47,526.81)</u></u>	<u><u>0.00</u></u>	<u><u>570,550.00</u></u>	<u><u>0.00%</u></u>	<u><u>570,550.00</u></u>
Expense Totals	<u><u>0.00</u></u>	<u><u>47,526.81</u></u>	<u><u>(47,526.81)</u></u>	<u><u>0.00</u></u>	<u><u>570,550.00</u></u>	<u><u>0.00%</u></u>	<u><u>570,550.00</u></u>

City of Ovilla  
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**500 - Municipal Development District Fund**

**Revenue Summary**

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Taxes	0.00	5,331.20	(5,331.20)	0.00	64,000.00	0.00%	64,000.00
Other Revenue	0.00	283.22	(283.22)	0.00	3,400.00	0.00%	3,400.00
Revenue Totals	<u>0.00</u>	<u>5,614.42</u>	<u>(5,614.42)</u>	<u>0.00</u>	<u>67,400.00</u>	<u>0.00%</u>	<u>67,400.00</u>

**Expense Summary**

Special Services	0.00	133.33	(133.33)	0.00	1,600.00	0.00%	1,600.00
Supplies	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
Insurance	100.07	23.32	76.75	100.07	280.00	35.74%	179.93
Reserve	0.00	5,449.50	(5,449.50)	0.00	65,420.00	0.00%	65,420.00
Capital Outlay	<u>52,426.80</u>	<u>0.00</u>	<u>52,426.80</u>	<u>52,426.80</u>	<u>0.00</u>	<u>0.00%</u>	<u>(52,426.80)</u>
Expense Totals	<u>52,526.87</u>	<u>5,614.48</u>	<u>46,912.39</u>	<u>52,526.87</u>	<u>67,400.00</u>	<u>77.93%</u>	<u>14,873.13</u>

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600 - 4B Economic Development Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Taxes	0.00	10,412.50	(10,412.50)	0.00	125,000.00	0.00%	125,000.00
Other Revenue	0.00	433.16	(433.16)	0.00	5,200.00	0.00%	5,200.00
Transfers	0.00	2,434.02	(2,434.02)	0.00	29,220.00	0.00%	29,220.00
Revenue Totals	0.00	13,279.68	(13,279.68)	0.00	159,420.00	0.00%	159,420.00
<b>Expense Summary</b>							
Not Categorized	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
Reserve	0.00	11,037.25	(11,037.25)	0.00	132,500.00	0.00%	132,500.00
Special Services	0.00	441.51	(441.51)	0.00	5,300.00	0.00%	5,300.00
Supplies	0.00	16.66	(16.66)	0.00	200.00	0.00%	200.00
Professional Development	0.00	416.50	(416.50)	0.00	5,000.00	0.00%	5,000.00
Printing Expense	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
Insurance	114.37	26.65	87.72	114.37	320.00	35.74%	205.63
Other Expense	0.00	899.64	(899.64)	0.00	10,800.00	0.00%	10,800.00
Expense Totals	114.37	13,279.88	(13,165.51)	114.37	159,420.00	0.07%	159,305.63

City of Ovilla  
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<b>700 - Park Impact Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Services	0.00	833.00	(833.00)	0.00	10,000.00	0.00%	10,000.00
Other Revenue	0.00	1,332.80	(1,332.80)	0.00	16,000.00	0.00%	16,000.00
Revenue Totals	<u><u>0.00</u></u>	<u><u>2,165.80</u></u>	<u><u>(2,165.80)</u></u>	<u><u>0.00</u></u>	<u><u>26,000.00</u></u>	<u><u>0.00%</u></u>	<u><u>26,000.00</u></u>
<b>Expense Summary</b>							
Capital Outlay	0.00	2,165.80	(2,165.80)	0.00	26,000.00	0.00%	26,000.00
Expense Totals	<u><u>0.00</u></u>	<u><u>2,165.80</u></u>	<u><u>(2,165.80)</u></u>	<u><u>0.00</u></u>	<u><u>26,000.00</u></u>	<u><u>0.00%</u></u>	<u><u>26,000.00</u></u>

City of Ovilla  
 Financial Statement  
 As of October 31, 2020

11/3/2020 02:31 PM

800 - Water And Utilities Impact Fee Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Services	0.00	10,723.22	(10,723.22)	0.00	128,705.00	0.00%	128,705.00
Transfers	0.00	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
Revenue Totals	<u>0.00</u>	<u>10,973.22</u>	<u>(10,973.22)</u>	<u>0.00</u>	<u>131,705.00</u>	<u>0.00%</u>	<u>131,705.00</u>
<b>Expense Summary</b>							
Not Categorized	0.00	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
Reserve	0.00	10,721.12	(10,721.12)	0.00	128,705.00	0.00%	128,705.00
Expense Totals	<u>0.00</u>	<u>10,971.12</u>	<u>(10,971.12)</u>	<u>0.00</u>	<u>131,705.00</u>	<u>0.00%</u>	<u>131,705.00</u>

## Ovilla Municipal Court Report

FY-2020- 2021	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	20	0	\$5,853.00	\$2,980.44	\$2,872.56	0	2	7	2	1	0	0
November												
December												
January												
February												
March												
April												
May												
June												
July												
August												
September												
<b>Totals</b>	<b>20</b>	<b>0</b>	<b>\$5,853.00</b>	<b>\$2,980.44</b>	<b>\$2,872.56</b>	<b>0</b>	<b>2</b>	<b>7</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>

### 2019-2020 FY

October	45	0	\$10,187.47	\$7,350.53	\$2,836.94	22
<b>FY Totals</b>	<b>45</b>	<b>0</b>	<b>\$10,187.47</b>	<b>\$7,350.53</b>	<b>\$2,836.94</b>	<b>22</b>

### Staffing

Full Time Court Clerk	1
Full Time Deputy Court Clerk	1
Judge	1
Prosecutor	1

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

To: Mayor Richard Dormier  
 Ovilla City Council  
 City Manager Ms.Pam Woodall

**Subject:Code Enforcement Monthly Report**

Calls For Service	Oct.2020	Oct.2020 YTD	Oct.2019	
Complaint (Nuis 15 Permit 7,Parking 9)	31	258	52	
Follow up (Nuis 15 Permit 7 Park 9)	31	272	52	
Door Notice (Nui - <b>Permit Parking</b> )	0	47	18	
Mail Notice ( <b>Parki 3 nuisance 10 permit 5</b> )	18	165	10	
Posted Property ( <b>nuisance 2</b> )	2	27	3	
Court 6 (Guilty 2 Trial 2 FTA 2)	\$400	\$1,177	\$972.00	
Citizen Contacts	42	243	63	
Permits Reviewed	23	192	16	
Permits Issued	19	144	14	
Inspections	28	243	42	
Nuisance Abated by City 1 debris 1 grass	2	14	0	
Nuisance Signs ( <b>Garage sale-23 business 31</b> )	54	324	50	
Board of Adjustment Access Bldg Approve	1	6	1	

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

To: Mayor Richard Dormier  
 Ovilla City Council  
 City Manager Ms.Pam Woodall

**Subject:Animal Control Monthly Report**

Calls For Service	Oct,2020	Oct.2020 YTD	Oct.2019	
Complaint (Regist-18 At Large 6 Bark10 )	25	250	25	
Follow up	25	260	27	
Door Notice (Regis-, Bark at large 3)	2	82	25	
Impounded Animal (Dog 3 cat )	3	37	4	
Animal welfare check	9	67	7	
Impound Results (Transport Ret to own 3)	3	37	4	
Impound fee collected	\$70.00	\$580.00	80	
Court 1 at large guilty	\$142.00	\$292.00	0	
Citizen Contacts	34	222	28	
Animal registration \$48	4	66	14	
Registration Letter Mailed	18	181	26	
Nuisance Letter	0	16	2	
Animals released 2 Poss,1 snake, 2 arm 3 sku	8	35	5	
Deceased removed	17	205	36	
Oak Leaf - 1 armadillo	1	6	2	
Traps Checked Out	2	29	5	

**HONORABLE MAYOR AND CITY COUNCIL OF OVILLA**  
**Administration Monthly Report for November 2020 Council**  
**City Manager - City Secretary**

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**ADMINISTRATION, front office, and HR –**

1. Municipal Court continues to conduct court via Zoom.
2. Preparing for a soft open – includes police station.
3. Two RFQ's were received for the auditor. The Finance Committee reviewed those submittals and will prepare for interviews with both firms. Staff's intention is to bring a recommendation from the Finance Committee to Council in December.

**BOARDS AND COMMISSIONS –**

**Board of Adjustment:** October meeting:

- Accessory building at 607 Buckboard - approved

**EDC:** No September meeting

**Park Board Advisory Committee:** No September meeting. October meeting:

- Annual Christmas event
- Agreement with Ovilla Baseball Fields Assoc. review and recommendation
- Review revision of Founders Park walking trails and recommendation
- Park equipment review and flagpole placement

**Planning and Zoning Commission** –October 2020 meeting:

- Bryson Manor III, Broadmoor Estates – revised/amended plats
- Thoroughfare Plan update will go to P&Z in December 2020

**CURRENT AND PLANNED DEVELOPMENT PROJECTS-**

**Residential:**

- Bryson Manor Phase III –
- Broadmoor Estates- broke ground.
- Miracle Farms – Development is on hold.

**Infrastructure:**

- Water Street Bridge-
  - Repairs started.
- Parking lot expansion at 701 W. Main
  - Concrete should be poured on Saturday, November 07 with walking trails to Cassaro.
- Refurbish city hall parking lot, police parking and Public Works Department –
  - Competed and striped.

**Misc.**

- Working with Brittain & Crawford, LLC to update our map and establish the Historic District.
- Public Hearing(s) are being prepared for review and update of the Thoroughfare Plan.
- Police Secretary and Police Officer positions filled.



## OCTOBER 2020 BUILDING PERMITS

Date Issued	Applicant First Name	Applicant Last Name	Property Address	Date Approved	Permit Number	Description of Work	Valuation Bldg	Valuation Bldg w Land	BV Project No	Fee Building Permit	Fee Capital Recovery	Fee Fire Meter	Fee Park Impact	Fee Plan Review	Fee Sewer Connection	Fee Sewer Impact	Fee Water Impact	Fee Water Meter Cost	Fees Due	Living Sq Ft	Total Sq Ft	Property County	
10/1/2020	RANDY	NANCE	833 RED OAK CREEK DR	3/12/2020	2020-0431	REPLACEMENT OF OLD WORN WOOD PICKET FENCE AROUND BACKYARD PERIMETER.	500	0		50	0	0	0	0	0	0	0	0	50	0	0	ELLIS	
10/5/2020	ALICE & KENT	HILL	507 FOREST EDGE LN	10/5/2020	2020-0568	ROOF	20000	0		100	0	0	0	0	0	0	0	0	100	0	0	ELLIS	
10/2/2020	JENIFER	COLMENERO	228 LARIAT	10/2/2020	2020-0609	REMOVE AND REPLACE DRIVEWAY AND APPROACH IN FRONT OF THE HOUSE. DRIVEWAY DIMENSIONS: 69' LONG x 16' WIDE APPROACH DIMENSIONS: 10'x17.6'	0	0		80	0	0	0	0	0	0	0	0	80	0	0	DALLAS	
10/9/2020	TAYLOR	JURGENS	107 ELMWOOD DR	9/23/2020	2020-0611	WE ARE JUST BUYING THIS NEW HOME AND WANT TO WIDEN THE DRIVEWAY TO MAKE IT MORE ACCESSIBLE AS IT IS VERY LIMITED TODAY FOR 2 CARS AND IS NEARLY IMPOSSIBLE TO GET INTO THE GARAGE	30350	30350		40	0	0	0	0	0	0	0	0	40	0	744	ELLIS	
10/2/2020	RICHARD	GAMINO	702 GEORGETOWN RD	10/2/2020	2020-0617	DRIVE WAY, INSTALL NEW CONCRETE SLAB TO EXTEND DRIVEWAY	8500	0		40	0	0	0	0	0	0	0	0	40	0	0	ELLIS	
10/13/2020	ALEC	HILL	6960 CEDAR CT	10/9/2020	2020-0619	STORAGE SHED, INSTALLATION OF PREFABRICATED 8 X 12 BACKYARD SHED	2377	0		40	0	0	0	0	0	0	0	0	0	40	0	0	ELLIS
10/6/2020	RUSSELL	KAEMMERLIN G	907 SLIPPERY ELM DR	10/6/2020	2020-0621	INSTALL NEW FENCE, POWDER COATED DECORATIVE IRON, 60' TALL AND SUPPORTED BY 2'SQ POSTS SET IN CONCRETE EVERY 8'. SLIDING GATE ON N SIDE AND WALK THRU GATE ON S SIDE	3500	0		25	0	0	0	0	0	0	0	0	25	0	0	ELLIS	
10/9/2020	JOSH	CURRY	223 WILLIAMSBURG LN	10/7/2020	2020-0623	INSTALL INGROUND POOL	48000	0	2020-018961	1357.6	0	0	0	0	0	0	0	0	0	1358	0	0	ELLIS
10/6/2020	DEONTE	LENTEs	822 COCKRELL HILL RD	10/6/2020	2020-0624	REPLACE ELECTRIC WATER HEATER	0	0		100	0	0	0	0	0	0	0	0	0	100	0	0	DALLAS
10/6/2020	CHRISTOPHER	AVERITE	888 JOHNSON LN	10/6/2020	2020-0626	REROOF DUE TO HAIL DAMAGE. REPLACING WITH ATLAS 30 YEAR ARCHITECTURAL SHINGLE, NO RE-DECKING REQUIRED.	8000	0		50	0	0	0	0	0	0	0	0	50	0	0	ELLIS	

10/6/2020	DONALD	IVORY	339 JOHNSON LN	10/6/2020	2020-0627	TURNAROUND DRIVEWAY	13000	0		40	0	0	0	0	0	0	0	0	0	40	0	0	ELLIS/DALLA
10/13/2020	VALERIE	VASQUEZ	113 MEADOWWOOD LN	10/8/2020	2020-0632	R&R 31.33 SQ. OF COMP SHINGLES WITH 30 YR COMP SHINGLES COLOR HEATHER BLEND	8067.76	1		50	0	0	0	0	0	0	0	0	0	50	31	31	ELLIS
10/15/2020	TAYLOR	JURGENS	107 ELMWOOD DR	10/14/2020	2020-0633	ADDING ACCESSORY BUILDING - 24'x24' ALL METAL ACCESSORY BUILDING W/ 24'x20' ATTACHED CARPORT	14000	0		40	0	0	0	0	0	0	0	0	0	40	0	1	ELLIS
10/15/2020	STEPHANIE AND BENNIE	NEAL	719 WESTMORELAND RD	10/14/2020	2020-0634	RELOCATE 12' X 16' UTILITY STORAGE FROM PREVIOUS ADDRESS, SHE MOVERS TO RELOCATE EXISTING PORTABLE BLDG PLACE ON EXISTING CANDER BLOCKS	4000	0		40	0	0	0	0	0	0	0	0	0	40	0	0	ELLIS
10/16/2020	VALERIE	VASQUEZ	3420 OVILLA RD	10/16/2020	2020-0635	R&R 31.33 SQ. OF COMP SHINGLES WITH 30 YR COMP SHINGLES COLOR HEATHER BLEND	68805.08	1		50	0	0	0	0	0	0	0	0	0	50	215	215	ELLIS
10/19/2020	KARL	KOUNS	1203 RED OAK CREEK	10/19/2020	2020-0636	REPLACED DAMAGE ROOF	22306.24	0		100	0	0	0	0	0	0	0	0	0	100	0	0	ELLIS
10/21/2020	MIKE	INGRAM	113 WATER ST	10/20/2020	2020-0637	8' X 102' WOOD FENCE PETAL POLES INSIDE	0	0		25	0	0	0	0	0	0	0	0	0	25	0	0	ELLIS
10/16/2020	ETHAN	ONEAL	1202 RED OAK CREEK	10/16/2020	2020-0638	RE-ROOFING HOME	8000	0		50	0	0	0	0	0	0	0	0	0	50	0	0	ELLIS
10/20/2020	DANIEL	BYRD	617 CARDINAL DR	10/20/2020	2020-0639	423 LF OF FENCE REPLACEMENT; 6' CEDAR WITH METAL POST	10695	0		25	0	0	0	0	0	0	0	0	0	25	0	0	ELLIS
10/19/2020	SHEENA	MYLES	913 RED OAK CREEK DR	10/19/2020	2020-0640	NEW AERIAL CABLE PLACEMENT FROM TIE POINT NEW AERIAL 343' THEN PLACE TAP CHARTER DBA SPECTRUM	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	ELLIS
10/21/2020	DON	HUGHES	101 OVILLA OAKS DR	10/21/2020	2020-0641	ROOF REPLACEMENT	0	0		100	0	0	0	0	0	0	0	0	0	100	0	0	ELLIS
10/27/2020	CHRIS	ALLEN	401 OVILLA OAKS DR	10/27/2020	2020-0642	REPLACE AIR HANDLER	1500	0		100	0	0	0	0	0	0	0	0	0	100	0	0	ELLIS
10/30/2020	MIKE	INGRAM	117 WATER ST	10/30/2020	2020-0643	REPLACE 8' TALL 102' WOOD FENCE METAL POLES INSIDE	5500	0		25	0	0	0	0	0	0	0	0	0	25	0	0	ELLIS

## REPORT A CONCERN OCTOBER 2020

Department Assigned	Concern Address	Date Received	Date Entered	Date In Progress	Date Closed	Concern Description
Administration	110 BENT TREE LN		12/20/2017			Customer came in and reported that at vacant house at 110 Bent Tree the garage door is open a foot or so and is concerned about who or what might be going in and out.
Administration	1711 JOE WILSON RD		12/7/2018	12/7/2018		Complainant stated she called earlier and 'someone' would get back with her. She stated she never received a recycle bin.
Administration	623 MEADOW LARK DR	5/7/2019	5/7/2019	5/7/2019		MOVING... NEEDS FINAL METER READ
Administration	105 ROBIN GLEN LN		12/27/2019			Today, Friday, December 27, 2019 is our scheduled garbage and recycling day. It is 6:47 pm and neither has been picked up. There was no notification on city web page about change in schedule due to Christmas holiday. This is the second time this month that recycling was not picked up on time. I will report to garbage collection service. We don't pay the garbage collection service we pay the city of Ovilla and our not getting good service.
Administration	613 BUCKBOARD ST	3/17/2020	3/17/2020	3/17/2020		5 HORSES ON 1 ACRE VIOLATION; MAXIMUM ALLOWED 2
Administration	105 COCKRELL HILL RD RD	5/4/2020	5/4/2020			Guadalupe Gomez called in regards to the creek by/behind PD. She was told it was private property after previous times she had walked back there before. She would like a call in regards to this please  GUADALUPE GOMEZ 214-549-1502
Administration	204 THORNTREE DR	5/6/2020	5/6/2020			CARL BAINES/ 832-865-3784 QUESTIONS ABOUT ACCESSORY BUILDING
Administration	139 SUBURBAN DR		7/18/2020	10/19/2020		Re: RAC-2020-01242  My complaint was submitted on 4/21/2020. Resident at 139 Suburban Drive has had three horses on his property since April 12 — over three months now. The smell from the horse manure continues to be disgusting and the amount of flies is also a huge problem. The resident apparently got rid of appliance in back yard but the large pile of debris remains (continuing to attract rodents/snakes) as well as other issues outlined in my complaint.  It should not take this long to rectify problems at that residence. I am unable to enjoy the use of my back yard and pool much of the time due to the stench. Their disregard for neighbors, the neighborhood and the City of Ovilla is appalling. If/when I were to decide to sell my home, the lack of upkeep and appearance of that property would definitely affect my property value.

Animal Services	319 COVINGTON LN	4/13/2018	4/19/2018	5/3/2018		
Animal Services	301 E UNIVERSITY ST	7/17/2018	7/17/2018	7/17/2018		
Animal Services	401 COCKRELL HILL RD	10/16/2018	10/23/2018			
Animal Services	119 SUBURBAN DR	9/16/2019	9/16/2019			H/O would like to remain anonymous. His neighbor has lots of chickens on 1 acre and they stink and are too noisy. Please look into
Animal Services	105 COCKRELL HILL RD RD	2/4/2020	2/4/2020			Please check on the horses on Cockrell Hill again. It appears that the smaller brown horse cannot reach the food. Owners are dumping the hay where the smaller horse cannot get to it.
Animal Services	303 COCKRELL HILL RD		3/27/2020			2 dogs stry , pit and black and white

## REPORT A CONCERN OCTOBER 2020

Department Assigned	Concern Address	Date Received	Date Entered	Date In Progress	Date Closed	Concern Description
Animal Services	139 SUBURBAN DR		4/21/2020	4/22/2020		Resident brought three horses to his property on April 12, where they have been living since that time. The smell at times is sickening and I'm unable to enjoy my back yard due to the smell. When you go check the residence, you will also notice all fencing is falling over, high weeds, junk vehicles, and big pile of trash (and appliances) at the back of the property. The pile of trash is a huge concern since it attracts rats, snakes, etc. This disregard for upkeep and appearance of the property affects the property value of the neighborhood and City.
Animal Services	701 OVILLA OAKS DR	5/13/2020	5/13/2020			BIG CRITTER DIGGING HOLE IN FRONT YARD SHE WOULD LIKE A CALL BACK
Animal Services	613 BUCKBOARD ST		5/14/2020	8/5/2020		The Everettts have had at least 3 horses living on their property for quite some time. Their property backs up to my backyard. They used to lease land (for their horses to graze during the days) from Daniel Nevarez - but he closed off the fencing and access when he began building homes on that property. I was under the impression that homeowners could only have one horse per acre - but I'm certain that 3 is not permissible. Not everyone enjoys the smell associated with these animals - especially when neighbors at 139 Suburban Drive also have horses and Daniel Nevarez has several cows.
Animal Services	114 ROBIN GLEN LN		9/22/2020	9/22/2020		stray friendly dog knocked homeowner down, not aggressive but overly friendly, injury to male owner bruises and scrapes
Animal Services	105 COCKRELL HILL RD RD	10/13/2020	10/14/2020	10/14/2020	10/14/2020	stray dog -black lab 60 lbs black with white muzzle found on meadow glen, ovilla police flores
Animal Services	118 OVILLA CREEK CT		10/19/2020		10/19/2020	armadillo in property owner trap
Animal Services	305 COVINGTON LN		10/19/2020		10/19/2020	snake in garage, stuck to glue board
Animal Services	309 COVINGTON LN		10/19/2020		10/19/2020	small feral hog in yard, brown grey
Animal Services	OVILLA RD		10/28/2020		10/26/2020	Large brindle canine deceased in road- 664
Animal Services	404 BILL CT		10/28/2020		10/27/2020	opossum in road
Animal Services	921 RED OAK CREEK DR		10/28/2020		10/27/2020	raccoon in road
Animal Services	914 COCKRELL HILL RD		10/28/2020		10/28/2020	2 dogs loose in yard
Animal Services	341 JOHNSON LN		10/28/2020	10/28/2020	11/3/2020	stray white dog in yard, 2 small brown dogs have left already
Animal Services	307 JOHNSON LN		10/30/2020		10/30/2020	1 pyrinese and 2 smaller brown dogs loose
Animal Services	307 JOHNSON LN		10/30/2020	10/30/2020		3 dogs plus 1 in yard, 3 loose on johnson 1 pyrinese 3 smaller. 1 heeler.

Code Enforcement	905 RED OAK CREEK DR		12/1/2017	12/1/2017		
Code Enforcement	207 WILLOW WOOD LN		1/10/2018			Complainant advised that there is trash in back of property where shed is located. Homeowner often burns debris and currently has a large pile of ash from burning. Complainant states homeowner has construction business and brings items from jobs and creates piles behind his shed. The concern is the burn pile is often very large and unsightly, plus there is a safety concern when burning because the pile is large.
Code Enforcement	105 COCKRELL HILL RD RD		1/16/2018			Christmas tree in PD parking lot matter taken care of.
Code Enforcement	3162 OVILLA RD		3/12/2018			
Code Enforcement	7011 JUDY DR	4/4/2018	4/9/2018	4/16/2018		
Code Enforcement	130 JOHNSON LN	4/11/2018	4/11/2018			Neighbor would like this checked out as this house has about 100 chickens plus the pigeons. New building was built (permit) but old ones have not been removed. Knows when weather gets warmer the odor will be bad and it is also causing rats coming to their house.
Code Enforcement	701 GEORGETOWN RD	5/8/2018	5/8/2018			
Code Enforcement	307 BURTONWOOD CIR	6/4/2018	6/5/2018			

## REPORT A CONCERN OCTOBER 2020

Department Assigned	Concern Address	Date Received	Date Entered	Date In Progress	Date Closed	Concern Description
Code Enforcement	131 LARIAT TRL		6/13/2018			States lot between 132 and 203 Lariat needs mowing. This was on meter reader's report from June 7, 2018.
Code Enforcement	520 WESTMORELAND RD	6/14/2018	6/14/2018	6/21/2018		
Code Enforcement	116 SUBURBAN DR	6/20/2018	6/20/2018			Neighbor said there are honey bees in the box.
Code Enforcement	613 GREEN MEADOWS LN		7/11/2018			
Code Enforcement	733 WESTMORELAND RD	7/19/2018	7/19/2018	7/19/2018		
Code Enforcement	1408 RED OAK CREEK DR		9/5/2018			
Code Enforcement	103 GREENWOOD DR		9/19/2018			Nuisance outside storage.
Code Enforcement	103 WILLOW WOOD LN		11/28/2018			
Code Enforcement	107 GREENWOOD DR		5/1/2019	5/1/2019		High Grass around property
Code Enforcement	109 GREENWOOD DR		5/1/2019	5/1/2019		High Grass around the property
Code Enforcement	300 E UNIVERSITY ST		5/1/2019	5/1/2019		High Grass, and Junk on 300 and the empty lot next door that is owned by the same person.
Code Enforcement	301 E UNIVERSITY ST		5/1/2019			Junk in Front and west side of home
Code Enforcement	304 E UNIVERSITY ST		5/1/2019			High grass around property
Code Enforcement	624 CARDINAL DR		5/1/2019			High Grass around property and in flower beds
Code Enforcement	625 MEADOW LARK DR		5/1/2019			junk vehicle parked in yard, and high grass and weeds
Code Enforcement	605 MEADOW LARK DR		5/2/2019			Tall grass and weeds in the back yard.
Code Enforcement	903 RED OAK CREEK DR		5/2/2019			Junk on Driveway, tall grass and weeds.
Code Enforcement	904 RED OAK CREEK DR		5/2/2019			Tall grass and weeds, and Junk in the west side of the yard
Code Enforcement	907 RED OAK CREEK DR		5/2/2019			Tall grass and weeds
Code Enforcement	909 RED OAK CREEK DR		5/2/2019			Tall grass
Code Enforcement	913 RED OAK CREEK DR		5/2/2019			tall grass
Code Enforcement	922 RED OAK CREEK DR		5/2/2019			Fallen large Tree on lot
Code Enforcement	924 RED OAK CREEK DR		5/2/2019			Tall grass and weeds.
Code Enforcement	927 RED OAK CREEK DR		5/2/2019			Tall grass and weeds
Code Enforcement	1207 RED OAK CREEK DR		5/2/2019			Tall grass and weeds
Code Enforcement	1215 RED OAK CREEK DR		5/2/2019			tall grass
Code Enforcement	1408 RED OAK CREEK DR		5/2/2019			I know that this has been addressed, but the CO-OP noticed it also, Motor home parked in front of home, added dirt in front yard to increase parking lot, 3 driveway lanes in front of yard now.
Code Enforcement	1406 RED OAK CREEK DR		5/2/2019			High Grass
Code Enforcement	3357 OVILLA RD		5/2/2019	2/4/2020		No dumpster screening
Code Enforcement	803 E MAIN ST		5/2/2019	2/4/2020		No dumpster screening.
Code Enforcement	2885 OVILLA RD		5/2/2019	2/4/2020		No dumpster screening
Code Enforcement	705 W MAIN ST		5/2/2019	2/4/2020		No dumpster screening
Code Enforcement	696 W MAIN ST		5/2/2019	2/4/2020		no dumpster screening
Code Enforcement	301 E UNIVERSITY ST		5/16/2019			High Grass, Tree Down and Debris in the back yard
Code Enforcement	306 E UNIVERSITY ST		5/16/2019			Debris & tall grass on acreage
Code Enforcement	605 MEADOW LARK DR		5/16/2019			Tall Grass
Code Enforcement	604 WILLIAM DR		5/16/2019			Tall Grass
Code Enforcement	616 WILLIAM DR		5/16/2019			Tall Grass
Code Enforcement	620 WILLIAM DR		5/16/2019			Tall Grass

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Department Assigned	Concern Address	Date Received	Date Entered	Date In Progress	Date Closed	Concern Description
Code Enforcement	901 RED OAK CREEK DR		5/16/2019			Tall Grass
Code Enforcement	905 RED OAK CREEK DR		5/16/2019			Tall Grass
Code Enforcement	701 GEORGETOWN RD		5/17/2019			Tall Grass
Code Enforcement	703 GEORGETOWN RD		5/17/2019			Tall Grass
Code Enforcement	613 GEORGETOWN RD		5/17/2019			Tall Grass
Code Enforcement	611 GEORGETOWN RD		5/17/2019			Junk in yard and Tall Grass
Code Enforcement	GEORGETOWN RD		5/17/2019			Corner of Hosford Rd & Georgetown- Debris and tall grass.
Code Enforcement	300 E UNIVERSITY ST		7/3/2019	9/20/2019		Side lot has tall grass and junk in the yard.
Code Enforcement	304 E UNIVERSITY ST		7/3/2019			Tall Grass
Code Enforcement	1211 RED OAK CREEK DR		7/3/2019			Tall Grass along Street/ ditch. and trees out in road. Also at 1305 Red Oak Creek Dr.
Code Enforcement	901 RED OAK CREEK DR		7/3/2019			Tall grass on east side of yard.
Code Enforcement	913 RED OAK CREEK DR		7/3/2019			Tall Grass
Code Enforcement	924 RED OAK CREEK DR		7/3/2019			Tall Grass
Code Enforcement	625 MEADOW LARK DR		7/3/2019			Tall Grass and Junk still in the yard
Code Enforcement	621 MEADOW LARK DR		7/3/2019			Tall Grass
Code Enforcement	613 MEADOW LARK DR		7/3/2019			Tall Grass
Code Enforcement	605 MEADOW LARK DR		7/3/2019			Tall Grass
Code Enforcement	3313 OVILLA RD		7/3/2019			AT&T tower has tall grass around it.
Code Enforcement	3316 OVILLA RD		7/3/2019			Actual location is 3318 Ovilla Rd.- Tall grass
Code Enforcement	412 THORNTREE DR		7/3/2019			Brush in yard
Code Enforcement	105 WILLOW CREEK LN		7/3/2019			Brush
Code Enforcement	105 LARIAT TRL		7/3/2019			Brush on yard
Code Enforcement	101 OAKWOOD LN		7/3/2019			Junk on property
Code Enforcement	1408 RED OAK CREEK DR		7/3/2019			Motor home parked in front of house
Code Enforcement	JOHNSON LN	7/5/2019	7/5/2019			Concerned about high grass/weeds/snakes.
Code Enforcement	803 E MAIN ST	8/14/2019	8/20/2019	8/20/2019		DUMPSTER SCREENING
Code Enforcement	201 BROOKWOOD CT	8/20/2019	8/21/2019	8/21/2019		OUTSIDE STORAGE
						It is difficult to reach the steps to the building based on the height of the steps from the ground. There is no ramp either. Unknown if there is height requirement or maximum allowed for steps. Is there anything that can be done? I didn't find anything in the code.
Code Enforcement	705 W MAIN ST	9/11/2019	9/11/2019	9/11/2019		
Code Enforcement	716 GEORGETOWN RD	8/27/2019	9/11/2019	9/11/2019		JUNK VEHICLES
Code Enforcement	1908 S DUNCANVILLE RD	8/28/2019	9/12/2019	9/12/2019		Accessory building in need of repair
Code Enforcement	300 E UNIVERSITY ST		11/5/2019			
Code Enforcement	1211 RED OAK CREEK DR		11/5/2019			Tall Grass
Code Enforcement	1308 RED OAK CREEK DR		11/5/2019			High Grass and weeds. also on the property access to the 10 acres
Code Enforcement	1310 RED OAK CREEK DR		11/5/2019			High Grass/ weeds. Also parking on the grass.
Code Enforcement	1212 RED OAK CREEK DR		11/5/2019			Tall grass at 1212 ROCD
Code Enforcement	103 SLIPPERY ROCK CT		11/5/2019			Junk in yard
Code Enforcement	610 CREEK VIEW CIR		11/5/2019			Dog running loose and not on a leash
Code Enforcement	338 JOHNSON LN	11/11/2019	11/14/2019	11/14/2019		PARKING VEHICLE IN YARD

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Department Assigned	Concern Address	Date Received	Date Entered	Date In Progress	Date Closed	Concern Description
Code Enforcement	737 WESTMORELAND RD	12/12/2019	12/13/2019	5/6/2020		FENCE CONSTRUCTION WITHOUT PERMITS
Code Enforcement	1310 RED OAK CREEK DR		12/17/2019			Vehicles being parked in the yard during the day. Possibly running a business out of this location. Along with tall grass in yard
Code Enforcement	132 SUBURBAN DR	12/19/2019	12/19/2019	1/16/2020		Multiple junked vehicles around the property, including a houseboat. Trucks drive on the yard and leave ruts. Entire area is not kept up.
Code Enforcement	686 JOHNSON LN	12/16/2019	12/19/2019	12/20/2019		DRIVE APPROACH CONSTRUCTED WITHOUT PERMIT
Code Enforcement	613 GEORGETOWN RD	3/27/2020	3/27/2020			QUESTIONS REGARDING INSPECTIONS
Code Enforcement	105 COCKRELL HILL RD RD		4/15/2020			Received a call from MS Jimmie Wade regarding her 1.6 acres on 664 being used as a dumping ground for construction sites. Please be mindful of any equipment or trucks seen on this property.
Code Enforcement	132 LARIAT TRL	4/17/2020	4/17/2020			neighbor complained work being done without permit
Code Enforcement	838 COCKRELL HILL RD	4/14/2020	4/17/2020	4/17/2020		FENCE NEEDS REPAIR
Code Enforcement	224 LARIAT TRL		4/23/2020			213 Lariat Trail is suspected to be operating a vehicle impound yard and vehicle repair shop from their home, causing much traffic and junk, debris.
Code Enforcement	1910 S DUNCANVILLE RD	4/14/2020	4/30/2020	4/30/2020		UNREGISTERED AND UNRESTRAINED DOG
Code Enforcement	210 WILLIAMSBURG LN	4/24/2020	4/30/2020	4/30/2020		DOG BARKING
Code Enforcement	705 W MAIN ST	5/7/2020	5/19/2020	5/19/2020		OUTSIDE STORAGE
Code Enforcement	686 JOHNSON LN	5/8/2020	5/19/2020	5/19/2020		DRIVE APPROACH CONSTRUCTION WITHOUT PERMIT
Code Enforcement	213 LARIAT TRL	5/8/2020	5/19/2020	5/28/2020		JUNK VEHICLE
Code Enforcement	900 RED OAK CREEK DR	5/15/2020	5/28/2020	5/28/2020		PUBLIC NUISANCE
Code Enforcement	621 MEADOW LARK DR	6/15/2020	6/17/2020	6/17/2020		TRAILER PARKING
Code Enforcement	701 OVILLA OAKS DR		6/25/2020	6/24/2020		Received a phone call from a concerned resident living in Ovilla Oaks that attests to walking in his neighborhood daily. Individual advised that there was a dead live-oak at 701 Ovilla Oaks and he voiced concern of it falling and hurting people or damaging the surrounding area. It is a large live-oak.  PW Director and I drove to the location and it is a rather large dead tree and could cause concern if it fell. It is clearly on the residential property. There is what appears to be phone line cable in front of the tree. That could be cause of concern if the tree fell. Not sure what if anything we can do at this time. Please advise.
Code Enforcement	618 GREEN MEADOWS LN	7/1/2020	7/2/2020	7/2/2020		FENCE CONTRUCTION VIOLATE POLES TO BE ON INSIDE
Code Enforcement	116 LARIAT TRL	7/24/2020	7/24/2020	7/24/2020		FENCE CONSTRUCTION WITHOUT PERMIT
Code Enforcement	105 COCKRELL HILL RD RD		8/19/2020	8/19/2020		Received a voicemail from the City of Oak Leaf about debris along Red Oak Creek where the new sewer line was installed.
Code Enforcement	621 MEADOW LARK DR	8/26/2020	8/28/2020	8/28/2020		TRAILER PARKING
Code Enforcement	100 WESTLAWN DR	8/27/2020	8/28/2020	8/28/2020		UNRESTRAINED ANIMAL
Code Enforcement	RED OAK CREEK DR		8/28/2020			There has been a significant increase of salesmen walking from house to house on Red Oak Creek Rd in the past month (between S. Westmoreland and Hampton Rd.). They are a public nuisance and often overly-assertive. I cannot find any information regarding the legality of this on the city website or in the Code of Ordinances. Would you please address this soon?  Thank you for helping to make our community a safe and friendly place.
Code Enforcement	605 MEADOW LARK DR	9/9/2020	9/9/2020	9/9/2020		

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Department Assigned	Concern Address	Date Received	Date Entered	Date In Progress	Date Closed	Concern Description
Code Enforcement	3155 OVILLA RD	9/15/2020	9/16/2020	9/16/2020		NUISANCE OUTSIDE STORAGE
Code Enforcement	101 OAKWOOD LN		9/16/2020			Continual mess at this property. Abatement should be the option if not cleaned up immediately.
Code Enforcement	101 OAKWOOD LN	9/16/2020	9/16/2020	9/16/2020		PUBLIC NUISANCE OUTSIDE STORAGE
Code Enforcement	826 E MAIN ST		10/5/2020	10/6/2020		Grasses and brush over fence height and waist high in other locations.
Code Enforcement	3317 OVILLA RD	10/5/2020	10/5/2020	10/5/2020	10/13/2020	HIGH GRASS AND WEEDS
Code Enforcement	826 E MAIN ST	10/5/2020	10/5/2020	10/5/2020	11/3/2020	HIGH GRASS AND WEEDS
Code Enforcement	403 BURTONWOOD CIR	10/5/2020	10/5/2020	10/5/2020	10/15/2020	HIGH GRASS AND WEEDS
Code Enforcement	101 OVILLA OAKS	10/6/2020	10/6/2020	10/6/2020		Roof replacement/construction without permit
Code Enforcement	223 WILLIAMSBURG LN	10/7/2020	10/7/2020	10/7/2020	10/9/2020	PLEASE CHECK TO SEE IF THEY HAVE ALREADY STARTED CONSTRUCTION ON POOL AT THIS ADDRESS. PERMIT IS STILL UNDER REVIEW BY BV AND HAS NOT BEEN ISSUED.
Code Enforcement	223 WILLIAMSBURG LN	10/7/2020	10/7/2020		10/9/2020	Swimming pool construction without a permit.
Code Enforcement		10/13/2020	10/13/2020	10/13/2020		NEW ROOF WITHOUT PERMIT
Code Enforcement	WESTMORELAND RD		10/15/2020		10/15/2020	illegal dumping on side of road, red oak creek road at area cut for sewer line.
Code Enforcement	405 OVILLA OAKS DR	10/15/2020	10/15/2020	10/21/2020		BRUSH PILED
Code Enforcement	201 COCKRELL HILL RD	10/16/2020	10/16/2020	10/16/2020		TRAILER PARKING IN YARD
Code Enforcement	711 W MAIN ST	10/16/2020	10/16/2020	10/16/2020		SIGN CONSTRUCTION WITHOUT PERMIT
Code Enforcement	FM 664	10/16/2020	10/16/2020	10/16/2020	10/26/2020	HIGH GRASS AND WEEDS
Code Enforcement	205 LARIAT TRL	10/16/2020	10/16/2020	10/16/2020		ILLEGAL DUMPING GRASS CLIPPINGS IN ROAD
Code Enforcement	3180 OVILLA RD	10/21/2020	10/21/2020			HIGH GRASS (PER CITY MANAGER)
Code Enforcement	101 OVILLA CREEK CT	10/21/2020	10/22/2020	10/22/2020		HIGH GRASS AND WEEDS
Code Enforcement	3180 OVILLA RD	10/21/2020	10/22/2020	10/22/2020		HIGH GRASS AND WEEDS
Code Enforcement	3153 OVILLA RD	10/22/2020	10/22/2020	10/22/2020		PUBLIC NUISANCE
Code Enforcement	709 BUCKBOARD ST	10/23/2020	10/23/2020	10/23/2020		Fence Construction without permit
Code Enforcement	300 OVILLA OAKS DR		10/25/2020		11/3/2020	Weeds have not been mowed for several weeks now and is over 12' tall.
Code Enforcement	300 OVILLA OAKS DR	10/27/2020	10/27/2020	10/27/2020	11/3/2020	HIGH GRASS AND WEEDS
Code Enforcement	104 ELMWOOD DR	10/28/2020	10/28/2020	10/28/2020		FENCE CONSTRUCTION WITHOUT A PERMIT
Code Enforcement	7031 PLUM CT	10/28/2020	10/28/2020	10/28/2020		TRAILER PARKING IN SIDE DRIVEWAY LONGER THAN 48 HOURS
Code Enforcement	7051 PLUM CT	10/28/2020	10/28/2020	10/28/2020		Trailer Parking in driveway longer than 48 hours
Code Enforcement	101 WOODRIDGE CT	10/29/2020	10/29/2020	10/29/2020		street light out northeast corner 101 woodridge
Code Enforcement	503 OVILLA OAKS DR	10/29/2020	10/29/2020	10/29/2020	11/3/2020	streetlight out

Drainage	7051 PLUM CT	7/28/2020	7/28/2020			Continued concerns resulting from water run off coming from adjacent home built by Lillian Homes. Complainant's pool is under water. Lillian has not done as promised in building 94 ft retaining wall - per meeting with Lillian Homes rep Gary.
Drainage	201 WILLOW WOOD LN	7/31/2020	7/31/2020			Approximately a year ago, culvert and ditch work was conducted along Westlawn to Willow Wood. MS Huber has advised that work was never completed and would like to see that happen.
Drainage	105 COCKRELL HILL RD RD	9/21/2020	9/21/2020			709 Buckboard need to jet out culvert

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Facilities	105 COCKRELL HILL RD	10/23/2020	10/23/2020	10/23/2020	10/23/2020	We have boxes here for a week - please come get them today. G
Facilities	105 COCKRELL HILL RD	10/26/2020	10/26/2020	10/26/2020	10/26/2020	We need room in our freezer - there are still water samples (been a long time) do we need to trash them? If not can yall pick up and put in your freezer? :) also there is foldger's coffee we do not drink in the freezer...

Parks	105 COCKRELL HILL RD RD	5/12/2020	5/12/2020			Large tree has fallen in the creek heritage park at the water fall needs to be removed
Parks	GEORGETOWN RD	10/8/2020	10/9/2020	10/9/2020	10/9/2020	street light out at park - reported to Oncor
Parks	ASHBURN GLEN CIR	10/9/2020	10/9/2020	10/9/2020		Ashburne Glen park coming off forest edge side walk is lifting creating a tripping hazard
Parks	105 COCKRELL HILL RD RD	10/13/2020	10/13/2020	10/13/2020	10/13/2020	Clean restrooms at heritage park
Parks	ASHBURN GLEN CIR	10/1/2020	10/13/2020	10/13/2020	10/26/2020	install 2 new signs at entrance of Ashburne Glenn park
Parks	GEORGETOWN RD	10/19/2020	10/20/2020	10/19/2020	10/20/2020	remove 4 concrete culverts, cut grade in north side of park for drainage. and fill in holes to finish grade.
Parks	GEORGETOWN RD	10/19/2020	10/20/2020	10/19/2020	10/20/2020	removal of basket ball post and concrete slab
Parks	105 COCKRELL HILL RD	10/17/2020	10/20/2020		10/17/2020	CLIMBING BOARD FELL OFF A PLAY STRUCTURE
Parks	105 COCKRELL HILL RD	10/23/2020	10/23/2020	10/23/2020	10/23/2020	Checked all parks for safety and cleanliness
Parks	105 COCKRELL HILL RD		10/26/2020	10/26/2020	10/26/2020	inspected parks, clean heritage rest rooms
Parks	105 COCKRELL HILL RD	10/30/2020	10/30/2020	10/30/2020	10/30/2020	DID WALK AROUND PARKS FOR ANY VISUAL CONCERNS. CLEANED WASH ROOM AND EMPTIED GARBAGE CAN BY PICNIC
Parks	105 COCKRELL HILL RD	10/26/2020	10/30/2020	10/30/2020		TABLES AT HERITAGE PARK

Street Department	COCKRELL HILL RD		11/16/2017	11/17/2017		Pothole on Cockrell Hill Rd near the culvert south of the south Ashburne Glen Entrance.
Street Department	907 ovilla oaks		11/28/2017	11/28/2017		Pick up tree limbs in the ditch on E. Highland on the north side of the bridge.
						packets to deliver to council. Doug Hunts book goes by the rock - per Mrs. Hunt Thank you!!
Street Department	105 COCKRELL HILL RD RD		2/8/2018	2/8/2018		A VEHICLE HAS ATTEMPTED TO PUSH OVER A STOP SIGN AT OVILLA RD AND CUMBERLAND DR.
Street Department	100 CUMBERLAND DR		2/14/2018			BOA packet delivery. Betik: special instructions to enter thru front gate by mailbox and leave on porch at door.
Street Department	105 COCKRELL HILL RD RD		2/16/2018	2/16/2018		Need street repairs at 104 High Ridge due to garbage trucks pulling in and trying to turn in cul de sac. Also at the entry of Thorntree and Cockrell Hill needs repairs.
Street Department	104 HIGH RIDGE CT	5/4/2018	5/4/2018			Several Potholes on Johnson Lane west of Duncanville Rd to Joe Wilson Rd. This address is only used as a place holder for the vicinity of this issue.
Street Department	639 JOHNSON LN		5/21/2018			signs were taken out in vehicle accident.
Street Department	842 RED OAK CREEK DR		7/5/2018			The cul-de-sacs along Ovilla Oaks need to be repaired where they connect to Ovilla Oaks. This address is only a place holder for this concern.
Street Department	602 CEDAR RIDGE CT		7/16/2018			Citizen reported that trees at 505 Ovilla Oaks are blocking the view when backing out of next door neighbor's driveway.
Street Department	505 OVILLA OAKS DR		7/30/2018			Drainage issue attributed to work done by the city earlier in the year. See attachment for specific complaint and contact.
Street Department	303 WILLOW CREEK LN		9/28/2018			culvert blocked Please see attached picture.
Street Department	318 WILLOW CREEK LN		10/17/2018			

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Street Department	901 COCKRELL HILL RD		10/19/2018			culvert stopped up.
Street Department	905 COCKRELL HILL RD		10/19/2018			culvert stopped up.
Street Department	714 BUCKBOARD ST		11/3/2018			Garbage trucks have torn up the asphalt on Buckboard street. See attached picture.
Street Department	714 BUCKBOARD ST		11/3/2018			Drainage/Culvert clean out needed for several adjoining properties including 714 Buckboard.
Street Department	105 COCKRELL HILL RD RD		11/15/2018	11/15/2018		need BOA books delivered today - whenever. :)
Street Department	105 COCKRELL HILL RD RD		11/15/2018	11/15/2018		need BOA books delivered today - whenever. :)
Street Department	214 WILLOW CREEK LN		1/22/2019			THERE ARE TWO POTHOLE ON BY CORNER OF ELMWOOD AND WILLOW CREEK. CITIZEN LIVES ON CORNER AT 214 WILLOW CREEK AND SAID WHERE ELMWOOD WAS RE-SURFACED THERE HAVE BEEN LARGE TRUCKS DRIVING OVER IT FOR A NEIGHBOR BUILDING FENCE AND HAS DUG POTHOLE IN IT.
Street Department	215 WILLOW CREEK LN		4/4/2019			Robert Wallis called in and said AT&T was installing a line behind his home and his neighbors. Said it has been there about two months and they have not come back to bury it and it is just hanging on fence. Wants to know if the city can do anything about this if it is against a code violation or anything. Please contact him at 214-908-0779 once we have investigated and if we can do anything.
Street Department	105 COCKRELL HILL RD RD		4/10/2019	4/10/2019		We need a new door knob in the hallway leading into admin - it is getting worse. It is a keyed lock. Thank you
Street Department	105 COCKRELL HILL RD RD		4/16/2019	4/16/2019		I noticed this morning that the Mayor noticed as he was leaving - that the back door is not catching well at all (again). Its been doing it a few weeks now
Street Department	105 COCKRELL HILL RD RD		4/16/2019	4/16/2019		I noticed this morning that the Mayor noticed as he was leaving - that the back door is not catching well at all (again). Its been doing it a few weeks now
Street Department	604 WILLIAM DR	5/8/2019	5/8/2019			Flooding in back and front yard. Poor drainage affects him and his neighbor. Please call him back. Patrick Edwards 214-507-4146
Street Department	617 GREEN MEADOWS LN	5/14/2019	5/14/2019	5/14/2019		reported 5/14/2019 @ 1:15 pm
Street Department	105 COCKRELL HILL RD RD		5/16/2019	5/16/2019		I need BOA board books delivered today.
Street Department	330 SHADOW WOOD TRL	5/16/2019	5/16/2019			SINCE WORK WAS DONE ON DITCH, WATER NOT DRAINING AT ALL. NEVER HAD THE PROBLEM UNTIL WORK WAS DONE.
Street Department	708 W MAIN ST		5/21/2019			cut and picked up tree that blew down in storm.
Street Department	625 CARDINAL DR		5/23/2019			trim low hanging limb that hangs over Westmoreland rd as high as possible.
Street Department	207 SHADOW WOOD TRL	5/24/2019	5/24/2019	5/24/2019		STREET LIGHT OUT AT CORNER OF SHADOW WOOD AND SILVER WOOD. A REQUEST TO FIX HAS ALREADY BEEN SUBMITTED TO ONCOR.
Street Department	604 WILLIAM DR	5/29/2019	5/29/2019			Concerned about drainage on his street
Street Department						Has called several times with no response. Please call Mr. Edwards @ 214-507-4146 5/31/19

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Street Department	623 EDGEWOOD LN	6/1/2019	6/3/2019	6/3/2019		I received this below email from Mr. Steiger:  I have attached 4 pictures of the drain area behind my house. The silt buildup has covered the concrete so long several trees have sprouted. Also the drain is over 50% blocked.  Could you forward this email to the right person to help assist with this?
Street Department	105 WILLOW CREEK LN		6/10/2019			Reporting a cluster of potholes on Oakwood in the Brookwood addition
Street Department	1201 RED OAK CREEK DR		6/11/2019			Trees and bushes in the 1200 block of Red Oak Creek Dr need to be trimmed in order to provide a clearer view of the road and prevent potential hazards.
Street Department	105 COCKRELL HILL RD RD		6/14/2019	6/14/2019		MUSIC IN THE PARK :  Someone needs to purchase 200 - 300 waters for the event and they will need to be iced/ice chest before the event. (Fire Department, Public Works, and Admin have ice chests)  Thank you
Street Department	105 COCKRELL HILL RD RD	7/11/2019	7/11/2019			I need books delivered today to the BOA - they are ready to go - when ever you are ready.
Street Department	520 WESTMORELAND RD		7/12/2019			As a resident at the mentioned address, we are requesting assistance in leveling the road when turning into our driveway. There is a significant drop and our vehicles scrape the ground. We were advised to contact the City of Ovilla to help us get this taken care of.
Street Department	105 COCKRELL HILL RD RD	7/30/2019	7/30/2019			marquee must be updated this morning,  BUDGET WKSHOP 8-5 @ 5:30  NO PARK MTG.  everything else stays the same.  ty
Street Department	105 COCKRELL HILL RD RD	8/1/2019	8/1/2019			Please deliver packets to 2 Council members - today.  Thank you
Street Department	105 COCKRELL HILL RD RD	8/8/2019	8/8/2019			Please take down Budget Mtg info & PZ Mtg info  ADD: 8-19 EDC Mtg @ 6 BOA Mtg @ 7
Street Department	105 COCKRELL HILL RD RD	8/9/2019	8/9/2019			We need 2 books delivered to Huber and Hunt - Councilmembers  Thank you
Street Department	556 JOHNSON LN		8/12/2019	8/12/2019		NEED TO CORRECT DRAINAGE ISSUE AT CULVERT
Street Department	1707 S JOE WILSON RD		8/13/2019			Trees are covering up the speed limit sign on Southbound Joe Wilson at the city limits.
Street Department	105 COCKRELL HILL RD RD	8/15/2019	8/15/2019			I will need BOA Packets delivered before 4 pm today. They are on my desk.  Please and thank you!! G
Street Department	105 COCKRELL HILL RD RD	8/20/2019	8/20/2019			take all down:  Add:  Tax Rate Hearing 8-26 @ 530 9-1 Park Mtg @ 5 P&Z @ 6 Council Mtg 9-9 @ 630 City Offices Closed 9-2
Street Department	105 COCKRELL HILL RD RD	8/29/2019	8/29/2019			please take down PARK BOARD info (leave P&Z) & TAX HEARING information.

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Department Assigned	Concern Address	Date Received	Date Entered	Date In Progress	Date Closed	Concern Description
Street Department	105 COCKRELL HILL RD RD	9/3/2019	9/3/2019	9/3/2019		Received notice from concerned citizen of low hanging tree limbs/branches from Pickard property/Main Street down north Cockrell Hill Road. These limbs hang over the road.
Street Department	204 WINDING WAY CT		9/4/2019			Ditches are not steep enough to prevent water from flowing off the road and into my years causing my front yard to have large amounts of standing water and erode . Same with side yard . Came to five a week ago to file complaint . It was made and was told problem would be addressed . Nothing has been done , nor have me and my family been contacted by anyone , in reference to this . Water has eroded our front yard bad enough to cause roots from standing trees to be fully exposed causing hazard to house .
Street Department	607 TAYLOR ST		1/27/2020			The street light across from my house has been blinking on and off and is out
Street Department	105 COCKRELL HILL RD RD		1/28/2020			CITIZEN STATES THAT THE BUMPS ON THE BRIDGE ON WESTMORELAND ARE TERRIBLE AND NEED TO BE FIXED BEFORE IT RUINS SOMEONES TIRES.
Street Department	1211 RED OAK CREEK DR	1/29/2020	1/29/2020			Please take the tree limb from the fence near the driveway at this address. We will also need to make repairs to the fence at that sight. If there is any debris/rocks/etc., near there, please clean that up too. I was told there was trash and a broken car mirror. I went by there yesterday and didn't see a mirror.
Street Department	105 COCKRELL HILL RD RD	1/29/2020	1/29/2020	1/29/2020		Tree limb broke and fell that borders property from Mr.Rogowicz onto the city's across from Cindy Jones Park need to cut and haul off tree limb
Street Department	E MAIN ST		1/29/2020			The stop sign on East Main, behind the vet clinic needs to be replaced and the speed limit sign reads '20 mph` and it should be '25 mph.' Per Chief Windham.
Street Department	623 EDGEWOOD LN		2/18/2020			Rain has caused drain to become more than 50% clogged with leaves and debris. Clogged drains will cause flooding in Suburban street homes & property when heaven rains come. I am requested the debris be removed. Please note that putting the debris in the overflow area to the other drain will alter and slow the flow of water. The overflow area is shown on the right side of the attached picture and runs to the overflow/secondary drain.
Street Department	BRYSON LN	2/18/2020	2/18/2020			Several potholes at the intersection of Shiloh and Bryson
Street Department	105 COCKRELL HILL RD RD	2/24/2020	2/24/2020			Replace broken street sign mount Bryson In south side of water st bridge.
Street Department	SHILOH RD		2/26/2020			In the 7200 block of Shiloh Road at Richmond. The southside in the east bound direction. The road is falling off and needs to be repaired.
Street Department	105 COCKRELL HILL RD RD	2/27/2020	2/27/2020			Main Street to North Cockrell Hill Road the streets are showing bad places. Sub-grade is coming up. Please check this area and set a plan of action for repairs and maintenance.
Street Department	713 WESTMORELAND RD	3/5/2020	3/5/2020	3/5/2020		700 blk of Westmoreland North and South bound lane's speed limit signs need to be replaced and set new pole
Street Department	105 COCKRELL HILL RD RD	3/28/2020	3/30/2020			Received this notice from Mayor Dormier over the weekend. This was posted on Nextdoor. Thorntree neighborhood: asking if anyone other than myself noticed the damage left by a contractor working in the Thorntree neighborhood. The street damage was done by a large dump truck and dump trailer Friday, March 27th 2020. Additional work is being done today, Saturday March 28th 2020 at a residence located at the NW corner of Thorntree and Pebble Ridge Court. I have a call in to the City of Ovilla code compliance and public works. It's my opinion the damage should be repaired by the contractor or the resident authorizing the work, not the City of Ovilla.  Additionally, the entrance of Thorntree is buckling and appears to be crumbling.
Street Department	105 COCKRELL HILL RD RD	3/30/2020	3/30/2020			Cockrell Hill Road is showing a lot of alligatoring from the Ellis/Dallas County line all through to the light at 664. Some areas are really bad and need resurfacing, not just a pothole fill.
Street Department	615 BUCKBOARD ST	3/31/2020	3/31/2020			615 BuckBoard Need to correct drainage issue. The culvert is clogged The drive way of the resident is on Silver Spur rd.

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Department Assigned	Concern Address	Date Received	Date Entered	Date In Progress	Date Closed	Concern Description
Street Department	300 WILLOW CREEK LN	4/9/2020	4/13/2020			<p>As of this date, as far as we are concerned, this issue has NEVER been resolved completely since 3/29/2018!</p> <p>The first picture is the street of Shadowood. The streets go up to every driveway all nice and neat. A few weeks ago you were out there repairing all the small cracks all the way down the street. Very nicely! The second picture is the end of Elmwood by Shadowood. Such a nice, clean well maintained street with no house with a mailbox and two driveways. The last two pictures are the other end of Elmwood! Yes, really!!! This end has a mail box and three driveways! We have seen city employees here looking at it, so we know you are aware that it is now worse than ever! This street is a big mess and is approximately 3 feet more narrow than the other streets in Brookwood. I believe this time period that we have been patient and waited for proper repair of over two years is enough (since the last two times Brookwood streets were redone, we were overlooked so really is way over two years). Not sure what we need to do next but we do pay our taxes and we do deserve better than this!! And again, you would not want your street to look like ours!! Totally unacceptable!!</p> <p>The Warren's - 300 Willow Creek  The Rasberry's - 214 Willow Creek  The Godwin's - 615 Elmwood</p>
Street Department	105 COCKRELL HILL RD RD		4/21/2020			Shrubs/Bushes on Cockrell Hill from PD to Westlawn need to be trimmed up some.
Street Department	SHILOH RD		4/23/2020			East bound shiloh Road, West of Ovilla Road. Limbs and tee debris protruding into the road.
Street Department	OVILLA RD	4/23/2020	4/23/2020	4/28/2020		at the Intersection of Main & 664 at the stop light. East Main, West Bound Red Light in Left Bank of lights is out.
Street Department	105 COCKRELL HILL RD RD	5/11/2020	5/12/2020			Mow right of way's with brush hog Westmoreland, Malloy, Johnson Ln, Cockrell Hill, E. Highland, Shiloh, Red Oak Creek
Street Department	105 COCKRELL HILL RD RD	5/13/2020	5/14/2020			<p>Received an email after hours on Wednesday, May 13:  The stop ahead sign right before the bridge-Bryson/Water/close to Willow Wood  (Where y'all are making a new street to use) The grass is pretty high and the sign isn't real visible. Please pass this request on to the right person who can set up someone to mow the grass there.  Many Thanks!  Jenny McKee  Cellular 469-716-9496  God bless!!!</p>
Street Department	105 COCKRELL HILL RD RD	5/15/2020	5/15/2020			Mow and weed eat field by police dept.
Street Department	105 COCKRELL HILL RD RD	5/15/2020	5/15/2020			Patch pothole at Pickard Bridge turning off Ovilla RD
Street Department	RED OAK CREEK DR		5/17/2020			Many tree branches growing out into the road on the sides and also low hanging branches need trimming. On the first curve to the left going south after passing the Methodist Church there is a small tree on east side of curve that really needs taking out as it does trike vehicles.
Street Department	741 WESTMORELAND RD	5/22/2020	5/26/2020			Rough patch of road several pot holes in area along 741 Westmoreland
Street Department	311 SHADOW WOOD TRL	5/22/2020	5/26/2020			Prep road base patch area for asphalt overlay
Street Department	1711 JOE WILSON RD	5/27/2020	5/27/2020			Patch pot holes 1711 Joe Wilson and up North to Cedar Hill city limits
Street Department	906 COCKRELL HILL RD	5/27/2020	5/27/2020			Need to reset the delineators poles in front of the guard rails North bound Cockrell Hill also haul off the broken tree that has fallen

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Department Assigned	Concern Address	Date Received	Date Entered	Date In Progress	Date Closed	Concern Description
Street Department	123 SUBURBAN DR	6/4/2020	6/4/2020			123 Suburban drainage problems need to cut ditch to grade
Street Department	7010 CEDAR CT	6/5/2020	6/5/2020			Mow right of way
Street Department	OVILLA RD	6/5/2020	6/5/2020			At the intersection of Ovilla rd and E. Highland several pot holes
						<p>I'm hoping this email finds its way to the proper personnel for appropriate action. It was last year when I first reported the road problem. Today, I find the following road condition at the end of Buckboard concerning. Will again try and drive over this multiple times to compact the pieces myself. It seems I will need a pickup truck this time.</p> <p>Anyway, I thought I should report this ASAP. Please take a look at the pictures I've attached.</p> <p>I'm sure the police routine neighborhood check will confirm the problem.</p> <p>Thank you.</p> <p>Bert Holombek (469) 865-0889 714 Buckboard</p> <p>*** ADDITION to ORIGINAL complaint: Good morning Pam. After I took that picture of the road condition and sent to you, I have discovered the upheaval is much worse since yesterday afternoon when the cement truck broke down two houses down and a much heavier truck was called in to tow the cement truck. It made conditions much worse. I went to run an errand yesterday and scraped the bottom of my car. Totally forgot about it. I won't do that again. Anyway, it's serious enough to be a hazard for drivers of small cars. I was going to place some red cones out and realized I have no authority to take that action. Does the city have a heavy truck they can use to roll over the chunks? Perhaps a simple scraping and fill in with rocks will do the trick temporarily. Ask Mike Dooley to check it out when he does his rounds. Actually I was hoping the police would notice such a road hazard and report it to the city.</p>
Street Department	714 BUCKBOARD ST	6/10/2020	6/10/2020			Please ask someone to check this out and confirm I'm not blowing smoke out my pipe. Thank you.
Street Department	105 COCKRELL HILL RD RD	6/24/2020	6/25/2020			Pot hole Westmoreland, Johnson Ln, Shiloh, Cardinal, Meadowlark
Street Department	600 GEORGETOWN RD	6/30/2020	6/30/2020			Cut down dead tree corner of George town and Hosford
Street Department	105 COCKRELL HILL RD RD	7/7/2020	7/10/2020			Need to dig out broken rut spot by fire dept bays and back fill with road base and pack. Prep for overlay of hot mix asphalt
Street Department	705 OVILLA OAKS DR	7/13/2020	7/13/2020			Received multiple reminders from PL4 Hunt that Ovilla Oaks has many cracks in the road.
Street Department	SHILOH RD	7/15/2020	7/15/2020			7211 Shiloh end of culvert was ran over that crosses shiloh due to car accident and the delineator sign was knocked down need to reset sign and jack up the end of culvert the best as possible
Street Department	3419 OVILLA RD		7/16/2020			ROW along Dusty Oak Trail on South side of road, has been left to grow up and needs to be cut back, homeowner not physically able to cut this down and on FM664 to south of driveway needs to be cut down in order to safely get out of our driveway on FM 664 Ovilla Road in either direction. Missing Dead End sign on Dusty Oak Trail
Street Department	913 RED OAK CREEK DR	7/16/2020	7/16/2020	7/16/2020		Home owner requests visit, tree at street dead possible falling tree hazard 469-223-5196 Floyd
Street Department	914 COCKRELL HILL RD	7/16/2020	7/17/2020			RESIDENT STATED ASPHALT MISSING FROM HIS DRIVE WAY AFTER THE CITY CAME OUT TO FIX A LEAK.
Street Department	144 WATER ST	7/18/2020	7/18/2020			No trespassing sign - was taken down by unknowns and tacky message left on pole.

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Street Department	105 COCKRELL HILL RD RD	7/20/2020	7/20/2020			Need to mow right of ways Westmoreland, Red Oak Creek, back stretch of Cardinal & Meadowlark, Hosford, Malloy, Johnson Ln, Cockrell Hill, East Highland, drainage ditch on Thorn Tree and Brookwood, Bryson Rd by water st bridge
Street Department	915 COCKRELL HILL RD	7/20/2020	7/20/2020			Mr. Cormier called this date and stated that a tree in the ROW had fallen onto his fence and part of the street.
Street Department	105 COCKRELL HILL RD RD		7/20/2020			So this pole was ran over today and needs to be replaced/fixed. I will attach pictures in attachments.
Street Department	913 RED OAK CREEK DR	7/21/2020	7/21/2020			Need to cut down and haul off cedar tree that's hanging low over road
Street Department	105 COCKRELL HILL RD RD	7/20/2020	7/21/2020			need to preform a street study and rate city streets on there condition
Street Department	105 COCKRELL HILL RD RD	7/28/2020	7/28/2020			Call in that a tree had fallen on Bryson Lane. Caller was not certain exactly where she was other than it was somewhere on Bryson Lane. She was on Water Street..
Street Department	121 WATER ST	7/28/2020	7/28/2020			Unclog culvert by the stop sign corner of Cockrell Hill @ Water st fill in hole from sewer tie in to correct drainage from flowing through Ms. Koval property
Street Department	105 COCKRELL HILL RD RD	7/30/2020	7/30/2020			Drop off Ford F250 service truck at Gillette automotive to have overload springs installed
Street Department	201 WILLOW WOOD LN	7/31/2020	7/31/2020			MS Huber would like speed humps on Willowwood. She advised that police have issued citations but the speeding continues.
Street Department	105 COCKRELL HILL RD RD	8/3/2020	8/3/2020			need to relocate Equipment from city hall compound to ground storage facilities Kubota Tractor, Ford Tractor, JCB, Green air compressor/jack hammer
Street Department	281 JOHNSON LN	8/4/2020	8/4/2020			patch pot hole 281 Johnson Ln
Street Department	105 COCKRELL HILL RD RD	8/4/2020	8/5/2020			Extend off of existing sidewalk north side of police station 5' and back towards the west to the new public works parking lot (excavate sidewalk and form)
Street Department	105 COCKRELL HILL RD RD	8/6/2020	8/6/2020			Purchase paint to spray storage containers
Street Department	105 COCKRELL HILL RD RD	8/6/2020	8/6/2020			Need to take F250 service truck to sardis tire to have new tires mounted
Street Department	123 SUBURBAN DR	8/10/2020	8/10/2020			Utility pole is leaning. Per James, have someone drive by to check it out.
Street Department	HOLLY LN	8/11/2020	8/11/2020			At the intersection of Holly @ Westmoreland north side Trim tree line blocking visibility pulling onto Westmoreland
Street Department	JOHNSON LN	8/11/2020	8/11/2020			At the intersection of Burtonwood @ Johnson Ln on the east side trim tree line blocking visibility pulling onto Johnson Ln
Street Department	105 COCKRELL HILL RD RD	8/11/2020	8/11/2020			Install carburetor on vibratory-plate compactor
Street Department	GEORGETOWN RD	8/18/2020	8/18/2020			deliver doorhanger notices informing residence of ongoing drainage work and future road reclaim of Georgetown, Buckboard, Sliver Spur
Street Department	WATER ST		8/18/2020			The Stop sign at Water Street and Willow wood is down. Needs to be fixed ASAP Please see attached photo of damage.
Street Department	105 COCKRELL HILL RD RD	8/19/2020	8/19/2020			Pick up two loads of Road base county yard
Street Department	105 COCKRELL HILL RD RD	8/19/2020	8/19/2020			Spread and pack road base pad 14'x36' for foundation of new deck being built Pw building
Street Department	105 COCKRELL HILL RD RD		8/19/2020			Pass out notices drainage and road construction Georgetown & Buckboard
Street Department	105 COCKRELL HILL RD RD	8/19/2020	8/19/2020			Pull forms off of new paved sidewalk and backfill
Street Department	105 COCKRELL HILL RD RD		8/20/2020			finish cutting grooves every 5' on new paved sidewalk
Street Department	705 SILVER SPUR LN	8/26/2020	8/26/2020	8/26/2020		Home owner at 705 Silver Spur voiced appreciation for the culvert clean-out being done by Ellis County Precinct, however, he would ask that a City representative contact him and come to his residence to enable him to show how this will affect his property - creating other drainage issues. He asks what can be done to remedy his drainage issue.
Street Department	600 BUCKBOARD ST	8/27/2020	8/27/2020			600 Buckboard need to patch pothole
Street Department	121 WATER ST	8/27/2020	8/27/2020			haul off broken tree limb that fell onto property from city drainage easement

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Street Department	112 CLAREMONT DR		8/28/2020			Still has a Progressive recycle bin and tried several times to get it collected. Please pick it up on Monday, will be sitting out by 7 am.
Street Department	744-A COCKRELL HILL RD	8/31/2020	8/31/2020			Mow and weed eat right of way 744-A Cockrell Hill Rd
Street Department	JOHNSON LN		9/9/2020			Needs a new stop sign at Green Meadows and Johnson Ln
Street Department	105 COCKRELL HILL RD RD	9/9/2020	9/9/2020			mark the lay out for the new parking lot
Street Department	133 WATER ST	9/1/2020	9/9/2020			correct the drainage behind 133 Water st that catches water runoff from city property
Street Department	SHILOH RD	9/2/2020	9/9/2020			pot holes needs to be patched Shiloh @ Bentree, several pot holes on E. Main
Street Department	WATER ST	9/2/2020	9/9/2020			At the intersection of Cockrell Hill and Water St. stop sign and street sign pole was ran over. Needs new pole and signage
Street Department	105 COCKRELL HILL RD RD	9/2/2020	9/14/2020			need to patch pot holes Shiloh Rd, Bryson Ln
Street Department	105 COCKRELL HILL RD RD	9/14/2020	9/14/2020			trim tree limbs back and cut out vines and brush out of fence line by walk in door gate water tower
Street Department	105 COCKRELL HILL RD RD	9/16/2020	9/16/2020			Purchase paint to spray 40' container
Street Department	105 COCKRELL HILL RD RD	9/16/2020	9/16/2020			load and haul asphalt millings from ground storage to the new pole barn (elevated tower)
Street Department	105 LARIAT TRL		9/18/2020			103 Lariat, 105 Lariat low hanging tree limbs hitting school buses. At the intersection of Lariat @ Westmoreland trim back tree branches blocking visibility pulling onto Westmoreland.
Street Department	Brookwood Ln		9/18/2020			Need new yeild sign at the corner of Brookwood Ln and Brookwood Ct.
Street Department	105 COCKRELL HILL RD RD	9/23/2020	9/23/2020			pick up loads of road base to spread inside pole barn bays and out in front of pole barn
Street Department	105 COCKRELL HILL RD RD	9/23/2020	9/23/2020			Take down front section of fence at the water tower to prep for new panel fence.
Street Department	105 COCKRELL HILL RD RD	9/24/2020	9/24/2020			Set pole and install no truck sign 105 Cockrell Hill
Street Department	105 COCKRELL HILL RD RD	9/24/2020	9/24/2020			Take 2011 Chevy, 1998 Ford dump truck, Crack Seal trailer for inspections.
Street Department	105 COCKRELL HILL RD RD	9/25/2020	9/25/2020			Patch pot holes Johnson, Joe Wilson, Malloy
Street Department	102 OAKWOOD LN		10/1/2020	10/2/2020		Patch pot hole 102 Oak Wood
Street Department	905 COCKRELL HILL RD		10/1/2020	10/6/2020		Fill in ditch back with dirt that city excavated.
Street Department	105 COCKRELL HILL RD RD	10/1/2020	10/1/2020			Grade dirt with box blade on the hill by city of ovilla sign
Street Department	105 COCKRELL HILL RD RD		10/1/2020	10/2/2020		Take off forms and fill around with dirt new poured side walk
Street Department	744-A COCKRELL HILL RD	10/1/2020	10/1/2020	10/6/2020		744 A Cockrell Hill Rd mow and weedeat the right of way
Street Department	105 COCKRELL HILL RD RD		10/2/2020	10/13/2020		Need to mow all city right of way's
Street Department	105 COCKRELL HILL RD RD	10/5/2020	10/5/2020	10/6/2020		Received a call regarding many potholes on Shiloh Road as it comes near 664.
Street Department	105 COCKRELL HILL RD RD	10/5/2020	10/6/2020			Texas Bit in progress of laying new asphalt roads North ends of Buckboard, Georgetown, and connecting street of Silver Spur
Street Department	307 COCKRELL HILL RD		10/8/2020	10/8/2020		307 Cockrell Hill vehicles and trailers are scraping pulling out of driveway. Need to level up transition of driveway to street with hot mix asphalt.
Street Department	105 COCKRELL HILL RD RD	10/8/2020	10/8/2020	10/8/2020		pick up seven tons of hot mix asphalt from Luna plant in Dallas.
Street Department	105 COCKRELL HILL RD RD	10/8/2020	10/8/2020			At the intersection of Shiloh and Bryson rough section of road with continuous pot holes West bound Ln of Shiloh
Street Department	608 GEORGETOWN RD	10/8/2020	10/8/2020	10/9/2020		608 Georgetown 25 mph speed limit sign pole is leaning
Street Department	105 COCKRELL HILL RD RD	10/8/2020	10/8/2020	10/9/2020		Intersection of Silver Spur @ Georgetown 25 mph speed limit sign pole is leaning
Street Department	827 RED OAK CREEK DR	10/8/2020	10/8/2020			827 Red Oak Creek replace old Ovilla City Limit sign
Street Department	105 COCKRELL HILL RD RD	10/9/2020	10/9/2020			Northwood and that section of Brookwood are in bad shape and require much needed road repairs.
Street Department	913 RED OAK CREEK DR	10/13/2020	10/13/2020			RESIDENT CALLED TO REQUEST STREET LIGHT. HE SPOKE TO ONCOR AND WAS DIRECTED TO THE CITY TO DO A STUDY AND US REQUEST A LIGHT WITH ONCOR. SAID HE ON A CURVE AND IT IS VERY DARK.

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Street Department	105 COCKRELL HILL RD RD	10/13/2020	10/15/2020		10/14/2020	Rent auger attachment for skid loader to drill three holes for flag poles. (Boy Scouts)
Street Department	105 COCKRELL HILL RD	10/19/2020	10/19/2020			Help Parks dept. remove concrete culverts, broken concrete slab etc. (Silver Spur Park)
Street Department	105 COCKRELL HILL RD	10/19/2020	10/19/2020			Need to weld broken gate latch striker on walk-in gate door on new panel fence
Street Department	105 COCKRELL HILL RD	10/21/2020	10/21/2020		10/19/2020	Help Parks Dept. install new swing set (Silver Spur Park)
Street Department	105 COCKRELL HILL RD	10/21/2020	10/21/2020			Texas Bit completed the overlay of parking lots to City Hall, Police Station.
Street Department	105 COCKRELL HILL RD	10/22/2020	10/22/2020		10/22/2020	Texas Bit is laying down asphalt for new parking lot for public works facilities
Street Department	105 COCKRELL HILL RD	10/27/2020	10/27/2020			Need to pot hole Shiloh, Bryson, Johnson In, Westmoreland
Street Department	105 COCKRELL HILL RD	10/14/2020	10/28/2020			At the entrances of Cardinal & Meadowlark install slow children at play sign
Street Department	105 COCKRELL HILL RD	10/29/2020	10/29/2020			Help Parks dept. clean up Cindy Jones Park for the installation of new play ground equipment
Street Department	711 W MAIN ST	10/30/2020	10/30/2020			711 W. Main need to sweep up loose gravel broken up asphalt in parking lot and haul off
Street Department	105 COCKRELL HILL RD	10/30/2020	10/30/2020			Go to Sunnyvale Plant pick up 5 tons of cold mix asphalt

Water/Wastewater	106 RIDGEWAY GAP		7/27/2018			Needs meter lid replaced - hit by lawn mower
Water/Wastewater	203 BROOKWOOD CT	10/17/2018	10/17/2018	10/17/2018		Mr. Robert Katz complained about all the ditches in Brookwood needing to be cleaned out. He asked that Brad call him - 214-949-0977. He was unhappy.
Water/Wastewater	121 SUBURBAN DR		10/25/2018			Saw flags in the drainage ditch of 121 Suburban and down the street a bit. Will the city be digging the ditch out? Water doesn't flow thru there and backs up into our yard (119 Suburban).
Water/Wastewater	204 LARIAT TRL		11/17/2018			Roadside open ditches are in need of some clean out. The culvert opening across my driveway is partially blocked by soil buildup and impeding the water flow. My adjoining neighbors [downflow] could also benefit from some clean out due to sediment buildup over many years.
Water/Wastewater	105 COCKRELL HILL RD RD		4/12/2019	4/10/2019		see attached for the monthly repair list
Water/Wastewater						get final reading for customer that sold his property.
Water/Wastewater	113 SILVERWOOD DR	4/12/2019	4/12/2019	4/12/2019		Johnny- 7.3
Water/Wastewater	109 OAK FOREST LN	5/1/2019	5/1/2019			CREEK BEHIND HOUSE TREE DOWN LAYING ON TOP OF SEWER LINE HOMEOWNER CONCERNED ABOUT FLOODING AND SEWER LINE BREAKING
Water/Wastewater						Please check out the wet spot in the grass at the corner of Cockrell Hill and Lariat close to the fire hydrant. Homeowner is saying that there may be a leak. He is concerned that it may be what is causing the asphalt at edge of road come apart.
Water/Wastewater	804 COCKRELL HILL RD	6/17/2019	6/17/2019			Duplicate request on the wet spot. Previous w/o closed saying going to investigate and dig up to see what was leaking. Said we repaired asphalt.
Water/Wastewater	105 COCKRELL HILL RD RD		6/21/2019	6/21/2019		please take down tables in Council room and put in FD Closet G will replace/set up the chairs Thank you!
Water/Wastewater	665 JOHNSON LN	7/8/2019	7/8/2019			Very low water pressure for 2 weeks. Please look into.
Water/Wastewater	203 WINDING WAY CT	7/9/2019	7/9/2019			Mrs. Simmons wanted a reread and a meter test to check to see if there was a problem. She is not happy about the amount of water she used from May to June.

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Water/Wastewater	105 COCKRELL HILL RD RD	7/11/2019	7/11/2019			Need books delivered for BOA before end of day. They are ready now - when you can. Thank you!
Water/Wastewater	105 COCKRELL HILL RD RD	7/30/2019	7/30/2019			the marquee needs to be updated this morning: BUDGET WKSHOP 8-5 @ 5:30 NO PARK MTG. Everything else stays up. ty!
Water/Wastewater	401 OVILLA OAKS DR		7/31/2019			Need a reread and check for possible leak.
Water/Wastewater	105 COCKRELL HILL RD RD	8/1/2019	8/1/2019			Please deliver packets to 2 Council members - today. Thank you
						Next door neighbor called and said house is vacant waiting for new owners to move in it and there is a leaking sprinkler that is flooding their yard. Called and left voice mail message on new customer's phone number that we were going to have someone shut off the water at the street.
Water/Wastewater	3317 OVILLA RD	8/9/2019	8/9/2019	8/9/2019		Contacted Johnny to turn water off at street.
Water/Wastewater	105 COCKRELL HILL RD RD	8/9/2019	8/9/2019			We need 2 books delivered to Huber and Hunt - Councilmembers Thank you
Water/Wastewater	105 COCKRELL HILL RD RD	8/29/2019	8/29/2019			please take down PARK BOARD info (leave P&Z) & TAX HEARING information.
Water/Wastewater	606 OAK RIDGE CT	9/3/2019	9/3/2019			
Water/Wastewater	602 FOREST EDGE LN	9/9/2019	9/9/2019			Please get a reading and check for possible leak
Water/Wastewater	606 OAK RIDGE CT	9/9/2019	9/9/2019			Need a reading for this address. Has a new customer moving in
Water/Wastewater	204 WILLOW CREEK CT	9/12/2019	9/12/2019			Please get a final reading Friday 9/13/19. The customers sold the house and are moving. READING ONLY  METER 2012322235 Last reading 2426.1
Water/Wastewater	907 COCKRELL HILL RD	9/19/2019	9/19/2019			PLEASE ADVISE ASAP AS CUSTOMER NEEDS INFO BEFORE CLOSING ON HOUSE. NEED TO KNOW WHAT WE NEED TO BILL FOR NEW WATER SERVICE TO THIS LOCATION.  PLEASE SEND INFO TO CATHY. DANIEL KNOWS WHERE THE HOUSE IS GOING ON THE PROPERTY.
Water/Wastewater	101 SUBURBAN DR	9/20/2019	9/20/2019			please get a final reading  meter number 8837693 previous reading 9/17 1110.3
Water/Wastewater	107 MEADOWWOOD LN	9/20/2019	9/20/2019			PLEASE GET A FINAL READING TODAY  METER NUMBER 255636  PREVIOUS READING 9/16 624.7

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Department Assigned	Concern Address	Date Received	Date Entered	Date In Progress	Date Closed	Concern Description
Water/Wastewater	624 CARDINAL DR	9/26/2019	9/26/2019			Need final reading on Friday 9/27. The h/o is moving out.  Meter #35411000 Last Meter reading was 220.5
Water/Wastewater	614 FOREST EDGE LN	9/27/2019	9/27/2019			Need a final reading. Customer sold house  meter #95410112 Last reading on 9/16 was 4803.0
Water/Wastewater	100 BURTONWOOD CIR	9/27/2019	9/27/2019			need a final reading. customer sold house  meter number 97388684 last reading 9/18 was 3105.3
Water/Wastewater	100-104 SUBURBAN DR	9/30/2019	9/30/2019			100 Suburban- Please go out and do a meter accuracy test. He just got a new meter on 8/26 but something may be off. Meter number 01152399
Water/Wastewater	121 MEADOW GLEN LN	9/30/2019	10/1/2019			Also please check to see if meter is spinning  meter #937385657  meter was not over read. the meter was not spinning
Water/Wastewater	209 LARIAT TRL	10/1/2019	10/1/2019			meter #J025772  Need final reading please
Water/Wastewater	607 BUCKBOARD ST	11/22/2019	11/22/2019			PLEASE CHECK FOR DEAD METER
Water/Wastewater	105 COCKRELL HILL RD RD	1/22/2020	1/22/2020			please change: 2-3 PARK MTG @ 5 PZ @ 6 2-3 BOA SPECIAL MTG @ 7 2-10 COUNCIL MTG @ 6:30
Water/Wastewater	207 COCKRELL HILL RD	1/27/2020	1/27/2020			
Water/Wastewater	605 MEADOW LARK DR	2/5/2020	2/5/2020			PLEASE GET A READING
Water/Wastewater	105 COCKRELL HILL RD RD	3/2/2020	3/2/2020			***CUT OFFS WILL NEED TO BE DONE THURSDAY MARCH 5TH***
Water/Wastewater	620 CARDINAL DR		3/4/2020			Angle Stop Replacement- Homeowner broke the head of the angle stop off trying to turn off their water.
Water/Wastewater	105 COCKRELL HILL RD RD	3/4/2020	3/4/2020			PLEASE SCHEDULE METER READS FOR MARCH 16TH
Water/Wastewater	720 E HIGHLAND ROAD	3/27/2020	3/31/2020			PLEASE GET READING..THANKS
Water/Wastewater	105 COCKRELL HILL RD RD		5/14/2020			Pick up FEMA face mask from the city of Dallas- address is 4120 Scottsdale Dr Dallas, Tx 75227,
Water/Wastewater	1941 DUNCANVILLE RD		6/4/2020			Need to replace wheel valve at the meter with an angle stop. old wheel valve is leaking.
Water/Wastewater	913 RED OAK CREEK DR	7/2/2020	7/2/2020			Home owner called possible water leak
Water/Wastewater	105 COCKRELL HILL RD RD		7/8/2020			Take monthly water samples and carry to the lab.
Water/Wastewater	105 COCKRELL HILL RD RD	7/16/2020	7/16/2020	7/16/2020		PLEASE SEE ATTACHED LIST FOR JULY 2020 REREADS/REPAIR LIST

## REPORT A CONCERN OCTOBER 2020

Department Assigned	Concern Address	Date Received	Date Entered	Date In Progress	Date Closed	Concern Description
Water/Wastewater	830 E MAIN ST		7/30/2020			Fixed Meter leak after hours.
Water/Wastewater	103 COCKRELL HILL RD		7/31/2020			Need to help streets by digging out drainage ditch between Pam Koval's house and the baseball fields it has silted in. Dig it from the concrete edge of FD concrete drive to the back property of house behind the concession stand.
Water/Wastewater	103 RIDGEWAY GAP		8/5/2020			Please check for leak at this location on the water meter and surrounding property.
Water/Wastewater	1940 DUNCANVILLE RD	8/12/2020	8/12/2020			Check for water leak at the meter box
Water/Wastewater	W MAIN ST		8/14/2020			Investigate fire hydrant at the corner of Circle and W Main st looks like someone has hit it with a vehicle. There are no signs of a leak and hydrant seems to operate normal.
Water/Wastewater	615 GEORGETOWN RD		8/25/2020			There is a super slow leak at the corner of Georgetown and Silver Spur on the 4' water main. Make necessary repairs , Locates are submitted
Water/Wastewater	105 WILLOW WOOD LN		8/26/2020			PLEASE GET A READING ON THIS METER.
Water/Wastewater	306 COCKRELL HILL RD	8/31/2020	8/31/2020	8/31/2020		CUSTOMER CALLED STATING BOX HAD SUNK INTO GROUND, NEEDING NEW BOX/LID
						<p>Hello, my name is Kristen Smith and I live at 202 Split Rock Terrace in Ovilla. We have been without water for hours today, and have had no communication from the City to expect this outage, or even to let us know how long it will be before water service is restored. I have signed up for text alerts, but have received nothing about this. Water Outrage is not a typo. We are seriously disappointed that in 2020 we have to live like it's 1950 and the well ran dry. Our city taxes have increased, as have our water/garbage collection bills and have yet to learn what the 'impound fee' is, so I'd like an answer to that as well. There is nothing on the City's website explaining this water outage, or how long it's going to last. Had we been notified, we could have made provisions to ride the outage out, but that courtesy was not extended to us. So now, it's a sink of dirty breakfast dishes, inability to flush the toilets or do the family laundry. Oh, and it's a pandemic so we can't even wash our hands. I guess we'll fix lunch after dousing ourselves in hand sanitizer. Great way to live.</p> <p>I expect a call or text to 214-226-7483 or the courtesy of a reply by email.</p> <p>Due to the pandemic, even though I live less than 2 miles from City Hall, I can't deliver my water payment to the Night Drop Off site. Nope, now I have to incur the additional cost of postage, go out of my way to a post office, have the payment sent up to Dallas and then ricocheted back to Ovilla, and hope it is not lost in the mail or delayed and received late.</p> <p>Please advise ASAP when we may expect to have the basic necessity of water service flowing from our taps.</p> <p>Thank you</p>
Water/Wastewater	202 SPLIT ROCK TER	9/8/2020	9/9/2020			PLEASE GET FINAL READING FOR CUSTOMER ON ***9/30/20***
Water/Wastewater	201 SPLIT ROCK TER	9/14/2020	9/14/2020			Circle H is now working on the water main installation.
Water/Wastewater	SHILOH RD		9/17/2020			
Water/Wastewater	105 COCKRELL HILL RD RD	9/17/2020	9/21/2020			Had four concrete flumes framed and poured in front of boxed culverts at the intersection of Westlawn & Willowwood
Water/Wastewater	609 CARDINAL DR	9/22/2020	9/22/2020			Check for meter leak
Water/Wastewater	204 LARIAT TRL	9/25/2020	9/25/2020			PLEASE GET READING FOR NEW CUSTOMER ***OCTOBER 15TH***
Water/Wastewater	322 WILLOW CREEK LN	10/1/2020	10/1/2020	10/1/2020		PLEASE REREAD METER, CUSTOMER STATING HIGHER BILL
Water/Wastewater	830 E MAIN ST		10/1/2020		10/1/2020	3' water main repair was made due to old repair clamp that started leaking.

## REPORT A CONCERN OCTOBER 2020

Department Assigned	Concern Address	Date Received	Date Entered	Date In Progress	Date Closed	Concern Description
Water/Wastewater	105 COCKRELL HILL RD RD		10/1/2020		10/1/2020	COMPLETED THE 3RD QUARTER DLQOR TO TCEQ.
Water/Wastewater	320 WILLOW CREEK LN	10/2/2020	10/2/2020		10/5/2020	CUSTOMER STATING HIGHER THAN USUAL BILL PLEASE GET REREAD
Water/Wastewater	602 GREEN MEADOWS LANE	10/2/2020	10/2/2020		10/5/2020	PLEASE GET FINAL READING FOR CUSTOMER ON ***OCTOBER 5TH***
Water/Wastewater	611 GEORGETOWN RD	10/2/2020	10/2/2020		10/5/2020	PLEASE GET FINAL READING FOR CUSTOMER TODAY ***(OCTOBER 2ND)***
Water/Wastewater	501 ASHBURNE GLEN CIR	10/2/2020	10/2/2020		10/5/2020	PLEASE REREAD METER CUSTOMER STATING UNUSUALLY HIGH BILL.
Water/Wastewater	818 COCKRELL HILL RD	10/2/2020	10/2/2020		10/5/2020	CUSTOMER CALLED STATING METER WAS FULL OF WATER & METER WAS NOT SPINNING.
						CUSTOMER IS STILL STATING HIGH BILL AND HE HAS NEVER USED THIS MUCH. THIS IS ONLY HIS SECOND SUMMER. TRIED EXPLAINING TO HIM THAT HE WAS ALREADY ON THE REREAD LIST AND EVERYTHING SEEMED IN LINE. AND ONCE AGAIN IT WAS REREAD ON 10/2. HE THINKS IT HAS SOMETHING TO DO WITH WHEN THERE WAS REPAIRS DONE ON HIS METER.
Water/Wastewater	320 WILLOW CREEK LN	10/2/2020	10/2/2020		10/5/2020	PLEASE CHECK METER & NOTIFY CUSTOMER IF THERE IS ANYTHING OUT OF THE ORDINARY WITH HIS METER.
Water/Wastewater	300 BURTONWOOD CIR	10/5/2020	10/5/2020		10/6/2020	CUSTOMER CALLED STATING HIGH BILL PLEASE CHECK METER FOR LEAKS. EXPLAINED TO HIM THERE WILL BE A \$10 FEE IF NOTHING IS WRONG WITH METER. PER CUSTOMER HE HAD BEEN WATERING.
Water/Wastewater	SHILOH RD	10/5/2020	10/5/2020		10/5/2020	Due to work near the creek the contractor needs to install some erosion control.
Water/Wastewater	102 BROOKWOOD CT	10/5/2020	10/5/2020		10/5/2020	PLEASE TURN ON WATER & GET READING (PER CITY MANAGER)
Water/Wastewater	209 LARIAT TRL	10/5/2020	10/5/2020		10/6/2020	PLEASE CHECK METER, CUSTOMER STATED THERE IS WATER AROUND IT.
Water/Wastewater	818 COCKRELL HILL RD		10/5/2020			Replace angle stop the old one is leaking and hard to operate.
Water/Wastewater	3419 OVILLE RD	10/6/2020	10/6/2020		10/7/2020	CUSTOMER CALLED STATING HIGH BILL PLEASE CHECK METER AND REREAD METER....THANKS!
Water/Wastewater	104 CUMBERLAND DR	10/7/2020	10/7/2020		10/7/2020	PLEASE REREAD METER CUSTOMER STATING HIGH BILL.
Water/Wastewater	105 COCKRELL HILL RD RD	10/8/2020	10/8/2020		10/16/2020	PLACED METER BOOKS IN PW BOX, PLEASE START READING OCTOBER 13TH.
Water/Wastewater	917 SLIPPERY ELM DR	10/13/2020	10/13/2020		10/15/2020	PLEASE GET FINAL READING FOR CUSTOMER & LOCK BOX (NO NEW CUSTOMER)
						Curo Environmental water sample collection date 10/15/20 @ 10:15 AM 1. Lariat Trl 2. 304 Ovilla Oaks
Water/Wastewater	105 COCKRELL HILL RD RD		10/14/2020		10/15/2020	
Water/Wastewater	105 COCKRELL HILL RD RD		10/14/2020		10/9/2020	Install 2 hose bibs at the new public works building.
Water/Wastewater	1908 S DUNCANVILLE RD		10/14/2020		10/14/2020	Repair chemical feed line coming from the chlorine feed build it is leaking in the water meter box outside of building.
Water/Wastewater	264 JOHNSON LN	10/14/2020	10/14/2020		10/14/2020	PLEASE GET FINAL READ FOR CUSTOMER ON 10/14/20. LOCK BOX NO NEW CUSTOMER APP RECEIVED.
Water/Wastewater	105 COCKRELL HILL RD RD		10/15/2020		10/14/2020	Read monthly water meter for the month of October
Water/Wastewater	105 COCKRELL HILL RD RD		10/15/2020		10/16/2020	Read monthly water meters for the month of October.
Water/Wastewater	1908 S DUNCANVILLE RD		10/15/2020		10/15/2020	Daily Rounds and Site Checks of Ovilla Pump station and Lift Stations
Water/Wastewater	324 WILLOW CREEK LN		10/15/2020		10/15/2020	Pressure was checked at the house on outside faucet and read out 77 PSI which is well above sufficient pressure. Also Randall noted that the customer may have a leak on their service line going to the house because the meter was spinning at the time of investigation.
Water/Wastewater	108 COCKRELL HILL RD	10/15/2020	10/15/2020		10/15/2020	WATER LEAKING AT THE METER
Water/Wastewater	610 GREEN MEADOWS LN	10/16/2020	10/16/2020		10/19/2020	PLEASE GET READING FOR NEW CUSTOMER
Water/Wastewater	WESTMORELAND RD	10/16/2020	10/19/2020		10/16/2020	NEW SEWER MAIN INSTALLATION
Water/Wastewater	105 COCKRELL HILL RD	10/12/2020	10/19/2020		10/20/2020	PLEASE SEE ATTACHED COPY OF REREAD LIST FOR OCTOBER 2020
Water/Wastewater	105 COCKRELL HILL RD	10/19/2020	10/19/2020			PLEASE SEE ATTACHED OF OCTOBER 2020 REPAIR LIST

## REPORT A CONCERN OCTOBER 2020

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Water/Wastewater	438 JOHNSON LN	10/19/2020	10/19/2020		10/27/2020	PLEASE GET FINAL READING FOR CUSTOMER ***10/27/2020*** LOCK BOX NO NEW APPLICATION (AS OF 10/19/2020)
Water/Wastewater	GEORGETOWN RD		10/19/2020		10/19/2020	Randall, Dwight, Dustin helped the parks dept with beginning stage of park rehabilitation of Silver spur park.
Water/Wastewater	204 LARIAT TRL	10/21/2020	10/21/2020		10/22/2020	READING FOR NEW CUSTOMER STARTING ON ***OCTOBER 22***
Water/Wastewater	256 JOHNSON LN	10/22/2020	10/22/2020		10/23/2020	REREAD METER, POSSIBLE LEAK ON CUSTOMERS SIDE. SHE DID STATE SHE HAD WORK DONE ON HER POOL.  READING ON 10/14: 4047.2 READING ON 10/20: 4221.0
Water/Wastewater	622(B) JOHNSON LN	10/22/2020	10/22/2020		10/23/2020	meter #0011302 reread meter  sept read: 4056.1 oct: 380.6 & oct 20: 563.1
Water/Wastewater	608 BUCKBOARD ST	10/22/2020	10/22/2020		10/28/2020	Oct 28th please get final reading for current customer & lock box
Water/Wastewater	745 WESTMORELAND RD	10/23/2020	10/23/2020		10/26/2020	Final out reading for current customer/lock box (no new customer application)
Water/Wastewater	201 SPLIT ROCK TER	10/26/2020	10/26/2020		10/26/2020	Read-in for new customer for today Oct 26th.
Water/Wastewater	100 OVILLA OAKS DR		10/26/2020		10/26/2020	Upon investigation we found that the homeowner did have a leak on their service line going to the house door tag was left to inform them of this issue.
Water/Wastewater	103 LARIAT TRL		10/26/2020		10/26/2020	The water valve on the SW corner located next to the fire hydrant seems to have been hit by a tractor. Please reset valve and make sure that it is in operational conditions.
Water/Wastewater	611 GEORGETOWN RD		10/26/2020		10/26/2020	There has not been an account setup for this address yet and water usage has been detected please turn off meter and lock.
Water/Wastewater	107 GREENWOOD DR		10/26/2020		10/26/2020	There has not been an account setup for this address yet and water usage has been detected please turn off meter and lock.
Water/Wastewater	103 WILLOWWOOD LN		10/26/2020		10/26/2020	There has not been an account setup for this address yet and water usage has been detected please turn off meter and lock.
Water/Wastewater	105 COCKRELL HILL RD		10/26/2020		10/26/2020	Please stack and store all chairs that are in the council chambers in the old public works offices.
Water/Wastewater	105 COCKRELL HILL RD		10/26/2020		10/28/2020	Winterize all weather sensitive equipment this includes the Vactron machine and the sewer jet machine.
Water/Wastewater	625 W MAIN ST		10/26/2020		10/28/2020	Add sewer solvent/Red Hot to the Heritage Lift Station for excessive grease build up.
Water/Wastewater	1908 S DUNCANVILLE RD		10/27/2020		10/27/2020	Daily Rounds and Site Checks of Ovilla Pump station and Lift Stations 10/27/20
Water/Wastewater	105 COCKRELL HILL RD		10/27/2020		10/27/2020	1. Daily site checks of Overhead Water Tower, Pumpstation and Liftstation. Check for any pump failures, power failures or any other issues that may interrupt service to the system. Also check fencing, gates, signage, and locks that secure all locations.

## REPORT A CONCERN OCTOBER 2020

Department Assigned	Concern Address	Date Received	Date Entered	Date In Progress	Date Closed	Concern Description
Water/Wastewater	105 COCKRELL HILL RD		10/27/2020		10/27/2020	Perform Daily (NAP) Nitrification Action Plan at all state approved sampling locations and log all readings to the state approved reporting forms. •Ground Storage Tank- Outside sampling location (Upstream) •Pump Room Sample Port (Downstream) •114 Silverwood (Average Age) •607 Cardinal (High Age Water) •304 Ovilla Oaks (High Age Water)
Water/Wastewater	105 COCKRELL HILL RD		10/27/2020		10/28/2020	Winterize Public Works Facility. 1. Put hose clamps on all outside faucets to hold them into place. 2. wrap all outside faucets with pipe insulation and tape them up good with black gorilla tape.
Water/Wastewater	105 COCKRELL HILL RD	10/27/2020	10/27/2020		10/27/2020	PLEASE TAKE BILLS TO POST OFFICE BY 3 PM.
Water/Wastewater	1908 DUNCANVILLE RD		10/27/2020			Winterize the Ovilla pumpstation. 1. wrap all outside faucets. 2. make sure that the heaters inside of the chemical buildings are working if not lets get some new ones from ace hardware. 3. check the pump room heaters to make sure all are ready and working properly.
Water/Wastewater	OVILLA RD		10/27/2020		10/27/2020	Retrieve 8' C900 and take it to the covered storage located at the overhead water tower. Make sure that it is covered and out of the weather.
Water/Wastewater	105 COCKRELL HILL RD		10/28/2020		10/30/2020	Inspect Vac Machine for pump issue. Pump will not turn on when engaged not sure if there is a short or a bad switch.
Water/Wastewater	105 COCKRELL HILL RD		10/28/2020			Take 2015 Chevy 2500 Utility truck to Gillette Automotive for repairs to the ac/heater blower motor.
Water/Wastewater	1908 DUNCANVILLE RD		10/28/2020		10/28/2020	Daily site checks of Overhead Water Tower, Pumpstation and Liftstation. Check for any pump failures, power failures or any other issues that may interrupt service to the system. Also check fencing, gates, signage, and locks that secure all locations.
Water/Wastewater	1908 DUNCANVILLE RD		10/28/2020		10/28/2020	.Perform Daily (NAP) Nitrification Action Plan at all state approved sampling locations and log all readings to the state approved reporting forms. •Ground Storage Tank- Outside sampling location (Upstream) •Pump Room Sample Port (Downstream) •114 Silverwood (Average Age) •607 Cardinal (High Age Water) •304 Ovilla Oaks (High Age Water)
Water/Wastewater	610 GREEN MEADOWS LN		10/28/2020		10/28/2020	Reading on 10/28/20 (1343.0)
Water/Wastewater	111 CUMBERLAND DR	10/28/2020	10/28/2020			NOV 10TH FINAL OUT READ FOR EXISTING CUSTOMER DO NOT LOCK BOX /APPLICATION REC'D FOR NEW CUSTOMER
Water/Wastewater	134 SUBURBAN DR	10/29/2020	10/29/2020		10/29/2020	REREAD METER
Water/Wastewater	105 COCKRELL HILL RD		10/29/2020		10/29/2020	Dwight and Dustin helped the parks department with demolition of existing playground at Cindy Jones Park. 6HRS

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Water/Wastewater	1908 DUNCANVILLE RD		10/29/2020		10/29/2020	1.Daily site checks of Overhead Water Tower, Pumpstation and Liftstation. Check for any pump failures, power failures or any other issues that may interrupt service to the system. Also check fencing, gates, signage, and locks that secure all locations.
Water/Wastewater	1908 DUNCANVILLE RD		10/29/2020		10/29/2020	2.Perform Daily (NAP) Nitrification Action Plan at all state approved sampling locations and log all readings to the state approved reporting forms. •Ground Storage Tank- Outside sampling location (Upstream) •Pump Room Sample Port (Downstream) •114 Silverwood (Average Age) •607 Cardinal (High Age Water) •304 Ovilla Oaks (High Age Water)
Water/Wastewater	403 THORNTREE DR	10/29/2020	10/29/2020		10/30/2020	REREAD METER
Water/Wastewater	608 BUCKBOARD ST	10/29/2020	10/29/2020			OCT 29 UNLOCK BOX & GET IN-READ FOR NEW CUSTOMER
Water/Wastewater	300 BURTONWOOD CIR	10/29/2020	10/29/2020		10/30/2020	Reread meter Sept: 1281.4 Oct: 1373.5
Water/Wastewater	1908 DUNCANVILLE RD		10/30/2020		10/30/2020	1.Daily site checks of Overhead Water Tower, Pumpstation and Liftstation. Check for any pump failures, power failures or any other issues that may interrupt service to the system. Also check fencing, gates, signage, and locks that secure all locations.
Water/Wastewater	1908 DUNCANVILLE RD		10/30/2020		10/30/2020	2.Perform Daily (NAP) Nitrification Action Plan at all state approved sampling locations and log all readings to the state approved reporting forms. •Ground Storage Tank- Outside sampling location (Upstream) •Pump Room Sample Port (Downstream) •114 Silverwood (Average Age) •607 Cardinal (High Age Water) •304 Ovilla Oaks (High Age Water)
Water/Wastewater	105 COCKRELL HILL RD		10/30/2020		10/30/2020	Collect monthly water sample for drinking water compliance with TCEQ at the following locations. 1. 206 Split rock , 114 Silverwood , 609 Edgewood , 105 Suburban
Water/Wastewater	105 COCKRELL HILL RD		10/30/2020		10/30/2020	Dustin helped the streets dept with pot hole patching throughout the city.
Zoning	105 COCKRELL HILL RD RD	9/1/2020	9/3/2020			Ashburne Glen is working on new landscaping and has gone beyond the 10x10 section allowed on the final plat. Please measure the area beyond the 10x10 area.