

## *City of O'VILLA City Council*

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

*Richard Dormier, Mayor*

*Doug Hunt, Place Four  
Michael Myers, Place Five  
Dennis Burn, City Manager*

## NOTICE OF CITY COUNCIL BRIEFING SESSION

105 S. Cockrell Hill Road, Ovilla, TX 75154

Tuesday, October 11, 2016

6:00 P.M.

### *Council Chamber Room*

## AGENDA

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

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the October 11, 2016 Briefing Session Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, [www.cityofvilla.org](http://www.cityofvilla.org), on the 07<sup>th</sup> day of October 2016 prior to 6:00 p.m., in compliance with Chapter 551, Texas Government Code.



**Pamela Woodall, City Secretary**

DATE OF POSTING: 10/07/2016 TIME: 10:00  am/pm  
DATE TAKEN DOWN: \_\_\_\_\_ TIME: \_\_\_\_\_  am/pm

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

# *City of Ovilla City Council*

*Rachel Huber, Place One*

*Larry Stevenson, Place Two*

*David Griffin, Place Three, Mayor Pro Tem*

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*Michael Myers, Place Five*

*Dennis Burn, City Manager*

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

**Tuesday, October 11, 2016**

**6:30 P.M.**

**Council Chamber Room**

## **AGENDA**

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Ovilla, to be held on Tuesday, October 11, 2016 at 6:30 P.M. in the Ovilla Municipal Building, Council Chamber Room, 105 S. Cockrell Hill Road, Ovilla, Texas, 75154, for the purpose of considering the following items:

**I. CALL TO ORDER**

- Invocation
- Pledge of Allegiance

**II. COMMENTS, PRESENTATIONS & REPORTS**

- Presentation – Chief Kennedy will acknowledge and honor departing volunteers and a part-time employee for their years of service with the Fire Department.
- Citizen Comments

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

▪ Department Activity Reports / Discussion

• Police Department	Police Chief B. Windham
o Monthly Report	
• Fire Department	Fire Chief B. Kennedy
o Monthly Report	
• Public Works	Public Works Director B. Piland
o Monthly Report	
1. Monthly Park Maintenance	
• Finance Department	Accountant L. Harding
o August 2016 Financials	
• Administration	City Manager D. Burn
o City Manager Reports	
o Monthly Municipal Court Report	City Secretary P. Woodall
o Monthly Code/Animal Control Reports	Code/AC Officer M. Dooly
1. Permits	

**III. CONSENT AGENDA**

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

C1. August 2016 Financial Transactions over \$5,000

C2. Briefing Session Minutes of the August 08, 2016 Council Meeting

C3. Briefing Session and Regular Minutes of the September 12, 2016 Council Meeting

# *City of Ovilla City Council*

*Rachel Huber, Place One*

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*Dennis Burn, City Manager*

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## **IV. REGULAR AGENDA**

- ITEM 1.** *DISCUSSION/ACTION* – Consideration of and action on a request from applicant, Alluvium Development, Inc., for a variance to Section 10.02.130 (b) of the Ovilla Code of Ordinances for the Hidden Valley Estates Subdivision regarding 2-story residential square footage requirements.
- ITEM 2.** *DISCUSSION/ACTION* – Consideration of and action on the annual Ellis County Interlocal Cooperative Contract Agreement by and between the City of Ovilla and Ellis County for the fiscal year 2016-2017 and to authorize the Mayor to execute said Agreement.
- ITEM 3.** *DISCUSSION/ACTION* – Consideration of and action on a price proposal between the City of Ovilla and Heritage Asphalt Company (Ellis County) for road reconstruction and paving on Lariat Trail and Water Street/Cockrell Hill Road, effective October 11, 2016 and to authorize the City Manager to execute said proposal.
- ITEM 4.** *DISCUSSION/ACTION* – Consideration of and action on a Meritorious Exception, as permitted by Section 3.06.012 in the Ovilla Code of Ordinances, filed by Logan Garrett, representative of the Ovilla Road Baptist Church/Ovilla Christian School to replace their existing sign for a new 11'5" x 3'6" LED cabinet sign on concrete base at the same location of 3251 Ovilla Road, Ovilla, TX., authorizing the City Manager to execute said permit.
- ITEM 5.** *DISCUSSION/ACTION* – Consideration of and action on an Interlocal Agreement for providing emergency services effective October 1, 2016, by and between Ellis County Emergency Services District No. 2 and the City of Ovilla, authorizing the Mayor to execute said Agreement.
- ITEM 6.** *DISCUSSION/ACTION* – Consideration of and action on Ordinance 2016-19 of the City of Ovilla, Texas amending Chapter 1, Section 1.02.002 of the Code of Ordinances declaring an official city newspaper and declaring an effective date.
- ITEM 7.** *DISCUSSION/ACTION* – Consideration of and action on Ordinance 2016-20 of the City of Ovilla, Texas, establishing 20 mile-per-hour school zones along Shiloh Road from a point 50 feet east of Bryson Lane to a point 50 feet west of the west property line of the Dolores W. McClatchey Elementary School and along Bryson Lane from a point 50 feet south of Judy Lane to the south side of the intersection of Shiloh Road, within the city limits of the City of Ovilla; providing for penalties; providing a savings clause; providing a severance clause; providing an effective date; and providing for publication.
- ITEM 8.** *DISCUSSION/ACTION* – Consideration of and action on Resolution R2016-12, for a Municipal Equipment Lease-Purchase Lease Agreement #23985 between Motorola Solutions and the City of Ovilla and authorize the City Manager to execute said Agreement. .
- ITEM 9.** *DISCUSSION/ACTION* – Consideration of and action on the status and updates of the Strategic Guide 2013-2018, and direct staff as necessary.
- ITEM 10.** *DISCUSSION/ACTION* – Consideration of and action on an engineering services Agreement by and between Birkhoff, Hendricks & Carter, LLP and the City of Ovilla for the Red Oak Creek 12" Water Line Project, authorizing the City Manager to execute said Agreement.
- ITEM 11.** *DISCUSSION* – Review and discuss the status of Cockrell Hill Road culverts, including ditch grading and revegetation.

# *City of Ovilla City Council*

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**ITEM 12. DISCUSSION** – Review and discuss the success of Heritage Day 2016.

**ITEM 13. DISCUSSION/ACTION** – Consideration of any item(s) pulled from the Consent Agenda above for individual consideration and action.

## **V. EXECUTIVE SESSION**

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

**ITEM 14. DISCUSSION/ACTION** – Closed session called pursuant to § 551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property.

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

## **VII. ADJOURNMENT**

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*Pamela Woodall*  
Pamela Woodall, City Secretary

DATE OF POSTING: 10.07.2016 TIME: 10:00  am/pm  
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**OVILLA POLICE DEPARTMENT**  
 105 S Cockrell Hill Rd  
 Ovilla, TX 75154  
 (972) 617-7262

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

Subject: Police Department Monthly Activity Report

Calls For Service	Sept 2016	Sept 2016 YTD	Sept 2015	Sept 2015 YTD
Accident	1	25	7	22
Alarms	15	174	12	123
Arrest	5	23	0	21
Assault	0	2	0	3
Assists: Agency/Unit:39 EMS/Fire:2 Motorist:0	41	397	21	253
Building / House Security Check	1193	13025	1263	12936
Burglary	1	16	0	2
Burglary of Motor Vehicle	3	6	0	3
Criminal Mischief	1	12	0	7
Disturbance	12	73	5	55
Neighborhood Check	959	13421	1591	15538
Other Calls for Service	34	995	74	961
Suspicious Person	5	70	6	44
Suspicious Vehicle	11	134	7	87
Theft	2	13	3	13
Traffic Assignment	56	961	6	138
<b>TOTAL CALLS FOR SERVICE</b>	<b>2339</b>	<b>29347</b>	<b>2995</b>	<b>30241</b>

Reserve Officer Hours	0	66	18	371.5
Average Response Time (Minutes)	6.27	4.9366667	5.1	3.85
Traffic Stop (Warnings)	116	777	20	283
Traffic Stop (Citations)	97	999	27	206
Total Citations & Warnings Combined	213	1776	47	489
<b>PERCENT OF STOPS RECEIVING CITATIONS</b>	<b>45.5</b>	<b>56.3</b>	<b>57.4</b>	<b>42.1</b>

**OVILLA PD VEHICLE MILEAGE**

OVILLA PD VEHICLE MILEAGE							
January-16				February-16			
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
100	95612	96275.8	663.8	100	96275.8	96840	564.2
102	103886	103888	2	102	103888	104047	159
103	121749	124456	2707	103	124456	126418	1962
104	81995	83597.5	1602.5	104	83597.5	84310	712.5
105	74127	74965	838	105	74965	75720	755
116	0	464	464	116	464	2656	2192
March-16				April-16			
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
100	96840	97243	403	100	97243	97861	618
103	126418	128364	1946	103	128364	130190	1826
104	84310	85236	926	104	85236	87536	2300
105	75720	77057	1337	105	77057	78828	1771
116	2656	in shop	#VALUE!	116	2656	4635	1979
May-16				June-16			
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
100	97861	98397	536	100	98397	98960	563
103	130190	131706	1516	103	131706	133064	1358
104	87536	88888.2	1352.2	104	88888.2	90157	1268.8
105	78828	79179	351	105	79179	80411	1232
116	4635	6138	1503	116	6138	6626	488
July-16				August-16			
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
100	98960	99588	628	100	99588	99845.6	257.6
103	133064	gone for repairs	#VALUE!	103	gone for repair	133983	#VALUE!
104	90157	92498	2341	104	92498	94233.3	1735.3
105	80411	81441	1030	105	81441	82510	1069
116	6626	8675	2049	116	8675	10152	1477
				216	0	533	533
September-16				October-16			
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
100	99845.6	99845.6	0	100			0
103	133983	135675	1692	103			0
104	94233.3	95508	1274.7	104			0
105	82510	83277	767	105			0
116	10152	11525.7	1373.7	116			0
216	533	1072	539	216			0
November-16				December-16			

# OVILLA FIRE DEPARTMENT



## MONTHLY REPORT

# OVILLA FIRE DEPARTMENT

City of Ovilla Calls for Service	2015 Totals	2016 Totals
Fire 3		Fire 10
EMS 27	30	EMS 17
 		27
ESD #2 Calls for Service		
Fire 4		Fire 4
EMS 9	13	EMS 12
		16
ESD #4 Calls for Service		
Fire 0		Fire 1
EMS 8	8	EMS 9
		10
Mutual Aid Provided		
Fire 12		Fire 6
EMS 0	12	EMS 1
		7
Total Calls For Service / Month	63	60
Total Calls For Service / YTD	542	556

Average Response Times for City of Ovilla	Time from Notify to Time On Scene		Reaction Times	
	August	September	August	September
	6:24	6:09		
			E-701	2:02 1:58
Average Response Times for ESD # 2	8:07	9:14		
Average Response Times for ESD # 4	9:00	8:46		

## FLEET REPORT

Year	Unit #	Beginning Mileage	Ending Mileage	Total	Maintenance
1998	E701	113,436	NOT WORKING		\$ -
2003	E702	24,545	24,965	420	\$ 780.23
2001	B701	54,448	54,529	81	\$ -
2011	B702	2,365	2,377	12	\$ -
2005	R755	15,947	16,038	91	\$ -
1999	S701	130,851	131,133	282	For Sale
2007	C701	88,290	88,834	544	\$ 202.42
1989	E703	116,996	116,998	2	For Sale

# **OVILLA FIRE DEPARTMENT**

## **STAFFING REPORT**

- 7 days a week we have 2 - 24 hour position (0800 - 0800)
- 5 days a week we have 1 - 12 hour position (0800 - 2000)
- These positions were **100%** filled this month
- 7 nights a week we have 1 - 12 hour volunteer shift (2000 - 0800)
- 2 days on the weekend we have 1 - 12 hour shift that is covered by volunteers (0800 - 2000)
- **7 / 38** Volunteer shifts had to be covered by paid personnel to have 3 per shift
- **8 / 8** weekend day shifts were worked by a volunteer and the other **4** were by paid.
- All Shifts in **September** were **100%** covered

### **From the Deputy Chief / Fire Marshal**

2 - Consultation  
2 - Meetings  
2 - Inspections  
Public Education at Ovilla Christian School  
Fire Drill at Ovilla Christian School  
CQ Reports

### **Fire Department News For the Month**

1. Training Over New Engine, Finishing this week then will be in service
2. C-701 responded to and was available for 13 calls.
3. C-702 responded to and was available for 11 calls.
4. Working on AFG Grant for SCBA purchase.
5. Attended Monthly ESD #2 and ESD #4 Meeting
6. Hired 5 Firefighter EMT-Basics and 2 Firefighter Paramedics
7. Current staffing, 2-Chiefs, 4-Captains, 27-Part Time Firefighter EMT-P,  
7-Part Time Firefighter EMT-B, 10-Volunteer Firefighters, Total F.D. Staff = 50

### **Grant Report**

- As always, I am continuously looking for other Grant opportunities that come along.

## **OVILLA FIRE DEPARTMENT**

### **TRAINING ACTIVITY**



**MONTHLY REPORT SEPTEMBER 2016**

## OVILLA FIRE DEPARTMENT

### **HERITAGE DAY**



MONTHLY REPORT SEPTEMBER 2016

## OVILLA FIRE DEPARTMENT

### **HERITAGE DAY**



MONTHLY REPORT SEPTEMBER 2016

## **OVILLA FIRE DEPARTMENT**

### **CALL ACTIVITY**





Date: October 6<sup>th</sup> 2016

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

**FROM:** Brad Piland Public Works Director

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

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- Sewer Lift Station Repairs-
  - Pulled pump 1&2 at Highland Meadows Lift Station
  - Removed pump 1 from Cumberland
  - Pulled pump 1 and removed debris Heritage
- Read water meters, serviced disconnects and reconnects
- Replaced meters
  - 600 Silver Spur, also installed sewer service
- Street Repairs:
  - Joe Wilson, Ovilla Oaks Drive, Willow Creek, Northwood, Cockrell Hill Road
- Install new signs for new MISD
- Repaired and replaced signs as needed
- Updated marquee as needed
- Daily water maintenance residual and pressure tests
- Repaired water leaks:
  - Pump station, 139 Meadow Glen, 3315 Ovilla Rd, Ridgeway Gap
- TREE AND GRASS MAINTENANCE:
  - Heritage Park
  - Silver Spur Park
  - Baseball fields and Cindy Jones Park
  - Cut cane from creek at Pickard bridge
  - Assist Code Enforcement with mowing properties
- Prep for Heritage Day
- FLEET MAINTENANCE:
  - Serviced PD Units: 102,104,105
  - Service 2008 Chev public works truck

\*\*Flushed Hydrants

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

\*\*Watered plants at City Hall and park

## APPENDIX A: SUGGESTED GENERAL MAINTENANCE CHECKLISTS

### Surfacing (§2.4)

Adequate protective surfacing under and around the equipment.  
 Install/replace surfacing *Installed. 5 yard Kibble cushion.*

Surfacing materials have not deteriorated.  
 Replace surfacing  
 Other maintenance: \_\_\_\_\_

Loose-fill surfacing materials have no foreign objects or debris.  
 Remove trash and debris

Loose-fill surfacing materials are not compacted.  
 Rake and fluff surfacing

Loose-fill surfacing materials have not been displaced under heavy use areas such as under swings or at slide exits.  
 Rake and fluff surfacing

### Drainage (§2.4)

The entire play area has satisfactory drainage, especially in heavy use areas such as under swings and at slide exits.  
 Improve drainage  
 Other maintenance: \_\_\_\_\_

### General Hazards

There are no sharp points, corners or edges on the equipment (§3.4).

There are no missing or damaged protective caps or plugs (§3.4).

There are no hazardous protrusions (§3.2 and Appendix B).

There are no potential clothing entanglement hazards, such as open S-hooks or protruding bolts (§2.5.2, §3.2, §5.3.8.1 and Appendix B).

There are no crush and shearing points on exposed moving parts (§3.1).

There are no trip hazards, such as exposed footings or anchoring devices and rocks, roots, or any other obstacles in a use zone (§3.6).

### NOTES:

DATE OF INSPECTION:

9-20-16

### Security of Hardware (§2.5)

There are no loose fastening devices or worn connections.  
 Replace fasteners  
 Other maintenance: *Tighten bolts and Replace Tarp.*

Moving parts, such as swing hangers, merry-go-round bearings, and track rides, are not worn.  
 Replace part  
 Other maintenance: \_\_\_\_\_

### Durability of Equipment (§2.5)

There are no rust, rot, cracks, or splinters on any equipment (check carefully where it comes in contact with the ground).

There are no broken or missing components on the equipment (e.g., handrails, guardrails, protective barriers, steps, or rungs).

There are no damaged fences, benches, or signs on the playground.

All equipment is securely anchored.

### Leaded Paint (§2.5.4)

Paint (especially lead paint) is not peeling, cracking, chipping, or chalking.

There are no areas of visible lead paint chips or accumulation of lead dust.  
 Mitigate lead paint hazards

### General Upkeep of Playgrounds (§4)

There are no user modifications to the equipment, such as strings and ropes tied to equipment, swings looped over top rails, etc.  
 Remove string or rope  
 Correct other modification

The entire playground is free from debris or litter such as tree branches, soda cans, bottles, glass, etc.  
 Clean playground

There are no missing trash receptacles.  
 Replace trash receptacle

Trash receptacles are not full.  
 Empty trash

*Stain playground Equipment (PB)*  
INSPECTION BY:

*BP*

## APPENDIX A: SUGGESTED GENERAL MAINTENANCE CHECKLISTS

### Surfacing (§2.4)

Adequate protective surfacing under and around the equipment.  
 Install/replace surfacing

Surfacing materials have not deteriorated.  
 Replace surfacing  
 Other maintenance: \_\_\_\_\_

Loose-fill surfacing materials have no foreign objects or debris.  
 Remove trash and debris

Loose-fill surfacing materials are not compacted.  
 Rake and fluff surfacing

Loose-fill surfacing materials have not been displaced under heavy use areas such as under swings or at slide exits.  
 Rake and fluff surfacing

### Drainage (§2.4)

The entire play area has satisfactory drainage, especially in heavy use areas such as under swings and at slide exits.  
 Improve drainage  
 Other maintenance: \_\_\_\_\_

### General Hazards

There are no sharp points, corners or edges on the equipment (§3.4).

There are no missing or damaged protective caps or plugs (§3.4).

There are no hazardous protrusions (§3.2 and Appendix B).

There are no potential clothing entanglement hazards, such as open S-hooks or protruding bolts (§2.5.2, §3.2, §5.3.8.1 and Appendix B).

There are no crush and shearing points on exposed moving parts (§3.1).

There are no trip hazards, such as exposed footings or anchoring devices and rocks, roots, or any other obstacles in a use zone (§3.6).

### NOTES:

DATE OF INSPECTION:

9/14/16

### Security of Hardware (§2.5)

There are no loose fastening devices or worn connections.  
 Replace fasteners  
 Other maintenance: \_\_\_\_\_

Moving parts, such as swing hangers, merry-go-round bearings, and track rides, are not worn.  
 Replace part  
 Other maintenance: \_\_\_\_\_

### Durability of Equipment (§2.5)

There are no rust, rot, cracks, or splinters on any equipment (check carefully where it comes in contact with the ground).

There are no broken or missing components on the equipment (e.g., handrails, guardrails, protective barriers, steps, or rungs).

There are no damaged fences, benches, or signs on the playground.

All equipment is securely anchored.

### Leaded Paint (§2.5.4)

Paint (especially lead paint) is not peeling, cracking, chipping, or chalking.

There are no areas of visible leaded paint chips or accumulation of lead dust.  
 Mitigate lead paint hazards

### General Upkeep of Playgrounds (§4)

There are no user modifications to the equipment, such as strings and ropes tied to equipment, swings looped over top rails, etc.  
 Remove string or rope  
 Correct other modification

The entire playground is free from debris or litter such as tree branches, soda cans, bottles, glass, etc.  
 Clean playground

There are no missing trash receptacles.  
 Replace trash receptacle

Trash receptacles are not full.  
 Empty trash

Mow/edge/trim trees.  
INSPECTION BY:

ZB

## APPENDIX A: SUGGESTED GENERAL MAINTENANCE CHECKLISTS

### Surfacing (§2.4)

Adequate protective surfacing under and around the equipment.

Install/replace surfacing *installed*.

Surfacing materials have not deteriorated.

Replace surfacing

Other maintenance: \_\_\_\_\_

Loose-fill surfacing materials have no foreign objects or debris.

Remove trash and debris

Loose-fill surfacing materials are not compacted.

Rake and fluff surfacing

Loose-fill surfacing materials have not been displaced under heavy use areas such as under swings or at slide exits.

Rake and fluff surfacing

### Drainage (§2.4)

The entire play area has satisfactory drainage, especially in heavy use areas such as under swings and at slide exits.

Improve drainage

Other maintenance: \_\_\_\_\_

### General Hazards

There are no sharp points, corners or edges on the equipment (§3.4).

There are no missing or damaged protective caps or plugs (§3.4).

There are no hazardous protrusions (§3.2 and Appendix B).

There are no potential clothing entanglement hazards, such as open S-hooks or protruding bolts (§2.5.2, §3.2, §5.3.8.1 and Appendix B).

There are no crush and shearing points on exposed moving parts (§3.1).

There are no trip hazards, such as exposed footings or anchoring devices and rocks, roots, or any other obstacles in a use zone (§3.6).

*Replaced A frame leg support.*

### NOTES:

DATE OF INSPECTION:

*9-5-16*

### Security of Hardware (§2.5)

There are no loose fastening devices or worn connections.

Replace fasteners

Other maintenance: \_\_\_\_\_

Moving parts, such as swing hangers, merry-go-round bearings, and track rides, are not worn.

Replace part

Other maintenance: \_\_\_\_\_

### Durability of Equipment (§2.5)

There are no rust, rot, cracks, or splinters on any equipment (check carefully where it comes in contact with the ground).

There are no broken or missing components on the equipment (e.g., handrails, guardrails, protective barriers, steps, or rungs).

There are no damaged fences, benches, or signs on the playground.

All equipment is securely anchored.

### Leaded Paint (§2.5.4)

Paint (especially lead paint) is not peeling, cracking, chipping, or chalking.

There are no areas of visible lead paint chips or accumulation of lead dust.

Mitigate lead paint hazards

### General Upkeep of Playgrounds (§4)

There are no user modifications to the equipment, such as strings and ropes tied to equipment, swings looped over top rails, etc.

Remove string or rope

Correct other modification

The entire playground is free from debris or litter such as tree branches, soda cans, bottles, glass, etc.

Clean playground

There are no missing trash receptacles.

Replace trash receptacle

Trash receptacles are not full.

Empty trash

*Replaced Broken boards on fence.*

INSPECTION BY:

*BP*



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DATE: October 11, 2016

TO: Honorable Mayor and Council Members

FROM:  
Linda Harding, Accountant

SUBJECT: Financial Statements Through August 2016

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

	Current		Year to Date		\$ Over (Under)	% of Budget
					Budget	Thru August
	August 2016	Oct 2015 - Aug 2016	Budget	Budget		
<b>Revenues</b>						
4000100 · Taxes						
4000105 · Ad Valorem, Current	3,155	1,467,771	1,481,056	(13,285)	99%	
4000110 · Ad Valorem, Delinquent	0	8,319	12,366	(4,047)	67%	
4000113 · Interest/Penalties - Prop Tax	455	6,549	4,833	1,716	136%	
4000120 · Sales Tax	19,310	174,935	188,676	(13,741)	93%	
4000125 · Sales Tax - Street Improvement	4,827	43,734	47,919	(4,185)	91%	
4000130 · Franchise Tax	3,237	159,401	150,000	9,401	106%	
Total 4000100 · Taxes	30,984	1,860,710	1,884,850	(24,140)	99%	
4000200 · Licenses and Permits						
4000208 · Building Permits						
4000210 · Residential Building Permits	23,362	68,216	100,000	(31,784)	68%	
4000213 · Fire Inspection Permits	0	5,400	7,150	(1,750)	76%	
4000212 · Commercial Building Permits	0	0	2,968	(2,968)	0%	
4000214 · Misc Building Permits	1,169	21,240	16,070	5,170	132%	
Total 4000208 · Building Permits	24,531	94,856	126,188	(31,332)	75%	
4000230 · Plan Review Fee	4,732	22,934	26,940	(4,006)	85%	
4000260 · Alarm Permits	225	2,369	2,400	(31)	99%	
4000270 · Animal Tag Fees	204	2,863	2,900	(37)	99%	
4000272 · Impound Fees	160	2,070	1,700	370	122%	
4000290 · Misc Licenses and Permits	40	1,625	1,000	625	163%	
Total 4000200 · Licenses and Permits	29,892	126,717	161,128	(34,411)	79%	
4000400 · Charges for Services						
4000325 · ESD #2	0	113,500	160,000	(46,500)	71%	
4000330 · ESD #4	0	55,629	55,628	1	100%	
4000411 · Copies and Maps	4	60	100	(40)	60%	
4000415 · Police Reports	6	54	150	(96)	36%	
4000420 · Park Lights	0	0	1,000	(1,000)	0%	

**City of Ovilla General Fund**  
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	Current		Year to Date		\$ Over (Under)	% of Budget
	August 2016		Oct 2015 - Aug 2016	Budget	Budget	Thru August
						91%
4000440 · Oak Leaf Animal Control		0	2,265	1,600	665	142%
4000450 · Subdivision Fees		0	21,100	14,000	7,100	151%
4000480 · Solid Waste (Garbage)		21,443	222,784	253,793	(31,009)	88%
4000485 · 50/50 Sidewalk Program		0	2,756	5,000	(2,244)	55%
4000490 · Misc Charges for Services		702	4,940	4,500	440	110%
<b>Total 4000400 · Charges for Services</b>		<b>22,155</b>	<b>423,087</b>	<b>495,771</b>	<b>(72,684)</b>	<b>85%</b>
 4000500 · Fines and Forfeitures						
4000535 · Omni Warrant Revenue		336	1,949	800	1,149	244%
4000510 · Fines - Police		20,649	169,493	112,000	57,493	151%
4000520 · Fines - Animal Control		0	266	1,000	(734)	27%
4000525 · Fines - Code Enforcement		221	6,079	9,330	(3,251)	65%
4000550 · Municipal Court Technology		386	3,698	1,300	2,398	284%
4000551 · Municipal Court Security		289	2,773	1,000	1,773	277%
4000590 · Misc Fines and Forfeitures		5	11	400	(389)	3%
<b>Total 4000500 · Fines and Forfeitures</b>		<b>21,886</b>	<b>184,268</b>	<b>125,830</b>	<b>58,438</b>	<b>146%</b>
 4000800 · Other Revenue						
4000810 · Heritage Day		11,050	16,360	19,000	(2,640)	86%
4000818 · Lease Proceeds		0	1,155	1,165	(10)	99%
4000820 · Water Tower Lease		8,069	90,093	100,000	(9,907)	90%
4000840 · Interest Earned		940	8,142	6,000	2,142	136%
4000870 · Insurance Proceeds		12,333	37,014	35,000	2,014	106%
4000885 · Proceeds from Sale of Assets		0	14,111	20,000	(5,889)	71%
4000887 · HOA Revenue		0	1,015	1,015	0	100%
4000890 · Misc Other Revenue		56	8,023	4,000	4,023	201%
<b>Total 4000800 · Other Revenue</b>		<b>32,449</b>	<b>175,912</b>	<b>186,180</b>	<b>(10,268)</b>	<b>94%</b>
 4000900 · Transfers In						
4000925 · Admin.Rev. received from 4B-EDC		0	1,875	2,500	(625)	75%
4000930 · Admin. Rev. Rec. From W&S Fund		0	68,465	92,583	(24,118)	74%

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

	Current		Year to Date		\$ Over (Under)	% of Budget
					Budget	Thru August
	August 2016	Oct 2015 - Aug 2016	Budget	Budget	91%	
4000940 · Admin.Rev. Rec. from MDD Fund	0	375	500	(125)		75%
4000990 · Reduction in Fund Balance	0	0	716,707	(716,707)		0%
 Total Revenues	 137,366	 2,841,409	 3,666,049	 (824,640)	 78%	
Gross Resources	137,366	2,841,409	3,666,049	(824,640)	78%	
 Expenditures						
10 · Administration						
5101100 · Salaries & Wages						
5101110 · City Administrator	6,782	64,446	61,800	2,646	104%	
5101115 · City Secretary	4,202	41,216	39,398	1,818	105%	
5101117 · City Accountant	3,917	38,363	37,080	1,283	103%	
5101120 · Admin. Support	2,357	23,082	22,308	774	103%	
5101180 · Merit Raises, Staff	0	0	8,706	(8,706)	0%	
Total 5101100 · Salaries & Wages	17,259	167,108	169,292	(2,184)	99%	
5101400 · Support Staff						
5101490 · Overtime	0	66	625	(559)	11%	
Total 5101400 · Support Staff	0	66	625	(559)	11%	
5102100 · Employee Benefits						
5102110 · Group Insurance	2,649	25,830	32,665	(6,835)	79%	
5102135 · TMRS	1,536	18,363	19,892	(1,529)	92%	
5102160 · Worker's Compensation	0	680	790	(110)	86%	
5102170 · Payroll Taxes	235	2,808	3,238	(430)	87%	
5102180 · Unemployment Taxes	0	2,790	2,790	0	100%	
5102196 · Indiv. Membership Dues	60	533	1,800	(1,267)	30%	
Total 5102100 · Employee Benefits	4,480	51,003	61,175	(10,172)	83%	
5102200 · Special Services						
5102210 · Tax Assessing & Collecting Fees	0	2,004	1,570	434	128%	

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

	Current		Year to Date		\$ Over (Under)	% of Budget
	August 2016		Oct 2015 - Aug 2016	Budget	Budget	Thru August
						91%
5102220 · Tax Appraisal Fee		3,568	14,629	14,000	629	104%
5102230 · Legal Fees		420	14,670	25,000	(10,330)	59%
5102240 · Audit		0	7,150	7,150	0	100%
5102250 · Accounting		0	474	2,000	(1,526)	24%
5102260 · Engineering Fees		2,387	9,862	5,000	4,862	197%
<b>Total 5102200 · Special Services</b>		<b>6,376</b>	<b>48,790</b>	<b>54,720</b>	<b>(5,930)</b>	<b>89%</b>
 5102300 · Contractual Services						
5102310 · Consultant Fees		4,413	12,890	20,000	(7,110)	64%
<b>Total 5102300 · Contractual Services</b>		<b>4,413</b>	<b>12,890</b>	<b>20,000</b>	<b>(7,110)</b>	<b>64%</b>
 5102500 · Operating Services						
5102530 · Custodial Service Contract		344	3,784	4,128	(344)	92%
5102540 · IT - Computer Maintenance		5,031	26,988	27,740	(752)	97%
<b>Total 5102500 · Operating Services</b>		<b>5,375</b>	<b>30,772</b>	<b>31,868</b>	<b>(1,096)</b>	<b>97%</b>
 5102600 · Special Expenses						
5102610 · Election - Payroll		0	0	0	0	0%
5102620 · Election - Supplies		0	230	230	(0)	100%
5102630 · Election Meeting Expense		0	0	0	0	0%
5102650 · Codification Book Update		1,150	3,185	4,100	(915)	78%
<b>Total 5102600 · Special Expenses</b>		<b>1,150</b>	<b>3,415</b>	<b>4,330</b>	<b>(915)</b>	<b>79%</b>
 5103100 · General Supplies						
5103110 · Office Supplies		1,908	7,479	8,000	(521)	93%
5103140 · Uniforms		30	60	250	(190)	24%
<b>Total 5103100 · General Supplies</b>		<b>1,938</b>	<b>7,538</b>	<b>8,250</b>	<b>(712)</b>	<b>91%</b>
 5103400 · Maintenance Supplies / Parts						
5103410 · Supplies - Custodial		74	1,146	1,500	(354)	76%

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

	Current		Year to Date		\$ Over (Under)	% of Budget
					Budget	Thru August
	August 2016	Oct 2015 - Aug 2016	Budget	Budget	91%	
5103440 · Maintenance Agreement Expense	135	270	400	(130)	68%	
5103460 · Miscellaneous	0	452	200	252	226%	
<b>Total 5103400 · Maintenance Supplies / Parts</b>	<b>209</b>	<b>1,868</b>	<b>2,100</b>	<b>(232)</b>		<b>89%</b>
 5104200 · Travel Expenses						
5104210 · Travel - Local	0	318	500	(182)	64%	
5104220 · Professional Development	1,097	2,967	5,000	(2,033)	59%	
5104222 · Professional Develop - Council	678	1,151	1,200	(49)	96%	
5104225 · City Council Meal Expense	175	936	1,400	(464)	67%	
5104230 · Professional Develop - In-House	0	0	500	(500)	0%	
<b>Total 5104200 · Travel Expenses</b>	<b>1,950</b>	<b>5,372</b>	<b>8,600</b>	<b>(3,228)</b>		<b>62%</b>
 5105200 · Data Processing Expenses						
5105230 · Data Proc-Maintenance & Repair	0	884	885	(1)	100%	
5105240 · Data Processing - Software	0	9,111	13,300	(4,189)	69%	
<b>Total 5105200 · Data Processing Expenses</b>	<b>0</b>	<b>9,995</b>	<b>14,185</b>	<b>(4,190)</b>		<b>70%</b>
 5105300 · Printing Expense						
5105310 · Copier Expense	440	3,319	3,300	19	101%	
5105320 · Printing - Newsletters	0	3,636	6,000	(2,364)	61%	
5105330 · Printing - Forms	0	1,173	1,500	(327)	78%	
<b>Total 5105300 · Printing Expense</b>	<b>440</b>	<b>8,129</b>	<b>10,800</b>	<b>(2,671)</b>		<b>75%</b>
 5105400 · Utilities						
5105410 · Telephone	109	1,202	1,400	(198)	86%	
5105415 · Cellular Phone	122	1,266	2,680	(1,414)	47%	
5105417 · Internet	101	1,110	1,609	(499)	69%	
5105420 · Wireless Cards	76	836	1,100	(264)	76%	
5105450 · Electricity	526	3,845	4,635	(790)	83%	
<b>Total 5105400 · Utilities</b>	<b>934</b>	<b>8,259</b>	<b>11,424</b>	<b>(3,165)</b>		<b>72%</b>

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

	Current		Year to Date		\$ Over (Under)	% of Budget
					Budget	Thru August
	August 2016	Oct 2015 - Aug 2016	Budget	Budget		
<b>5105500 · Repairs &amp; Bldg Improvements</b>						
5105520 · Repairs - Buildings	0	5,155	4,000	1,155	129%	
5105540 · Repairs - Machinery & Equipment	0	540	500	40	108%	
5105590 · Repairs - Other	0	686	500	186	137%	
<b>Total 5105500 · Repairs &amp; Bldg Improvements</b>	<b>0</b>	<b>6,381</b>	<b>5,000</b>	<b>1,381</b>	<b>128%</b>	
<b>5105600 · Insurance</b>						
5105610 · Insurance - Property	0	1,109	1,110	(1)	100%	
5105620 · Insurance - Liability	0	1,204	1,205	(1)	100%	
5105630 · Insurance - Fidelity Bond	0	300	300	0	100%	
5105635 · Public Officials Surety Bonds	0	900	1,000	(100)	90%	
<b>Total 5105600 · Insurance</b>	<b>0</b>	<b>3,512</b>	<b>3,615</b>	<b>(103)</b>	<b>97%</b>	
<b>5105700 · Other Expenses</b>						
5105756 · FM 664	0	23,928	24,000	(72)	100%	
5105705 · Postage	840	6,019	7,000	(981)	86%	
5105710 · Cash - Over/Short	0	0	10	(10)	0%	
5105725 · Records Management Expense	0	7,130	7,167	(37)	99%	
5105730 · City - Memberships	110	1,890	2,500	(610)	76%	
5105740 · Legal Notices/Advertisement	1,122	8,510	9,000	(490)	95%	
5105752 · Employment Screening	0	42	400	(358)	11%	
5105760 · Bank Service Charge	0	81	60	21	135%	
5105764 · Filing Fees	112	528	500	28	106%	
5105765 · Miscellaneous	203	2,264	2,767	(503)	82%	
<b>Total 5105700 · Other Expenses</b>	<b>2,387</b>	<b>50,392</b>	<b>53,404</b>	<b>(3,012)</b>	<b>94%</b>	
<b>5106400 · Minor Capital Outlay</b>						
5106440 · Machinery & Equipment	0	246	2,000	(1,754)	12%	
5106465 · Furniture	0	2,936	1,700	1,236	173%	

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
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	Current		Year to Date		\$ Over (Under)	% of Budget
	August 2016	Oct 2015 - Aug 2016	Budget	Budget		
					Thru August	91%
<b>Total 5106400 · Minor Capital Outlay</b>		0	3,182	3,700	(518)	86%
<b>5107400 - Capitalized Assets</b>						
5107420 - Buildings		0	34,720	35,000	(280)	99%
<b>Total 5107400 - Capitalized Assets</b>		0	34,720	35,000	(280)	99%
<b>5109000 - Reserves</b>						
<b>Total 5109000 - Reserves</b>		0	0	5,096	(5,096)	0%
<b>Total 10 · Administration</b>	46,911	453,394	503,184	(49,790)		90%
<b>20 · Police</b>						
<b>5201100 · Salaries &amp; Wages</b>						
5201120 · Police Chief	5,385	64,615	70,000	(5,385)		92%
5201143 · Command Staff	4,120	49,440	52,000	(2,560)		95%
5201150 · Certification Pay	185	2,284	2,400	(116)		95%
5201180 · Merit Raises - Staff	0	0	3,660	(3,660)		0%
<b>Total 5201100 · Salaries &amp; Wages</b>	9,689	116,340	128,060	(11,720)		91%
<b>5201400 · Support Salaries</b>						
5201405 · Support Staff	2,142	25,709	27,040	(1,331)		95%
5201410 · Patrol	21,662	214,527	268,590	(54,063)		80%
5201412 · Patrol Part Time	1,000	12,675	20,500	(7,825)		62%
5201415 · Certification Pay	69	831	1,636	(805)		51%
5201480 · Merit Raises	0	0	1,281	(1,281)		0%
5201490 · Overtime	463	12,400	16,600	(4,200)		75%
<b>Total 5201400 · Support Salaries</b>	25,337	266,143	335,647	(69,505)		79%
<b>5202100 · Employee Benefits</b>						
5202110 · Group Insurance	6,034	60,818	72,813	(11,995)		84%
5202135 · TMRS	2,942	32,581	38,775	(6,194)		84%
5202160 · Worker's Compensation	0	11,620	11,126	494		104%

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	Current		Year to Date		\$ Over (Under)	% of Budget
					Budget	Budget
	August 2016	Oct 2015 - Aug 2016	Budget			
5202170 · Payroll Taxes	545	6,257	7,926	(1,669)		79%
5202196 · Membership Dues	0	235	315	(80)		75%
<b>Total 5202100 · Employee Benefits</b>	<b>9,520</b>	<b>111,511</b>	<b>130,955</b>	<b>(19,444)</b>		<b>85%</b>
5202300 · Contractual Services						
5202355 · Contract Labor - Individual	0	0	500	(500)		0%
5202356 · Gingerbread House	0	1,000	1,000	0		100%
5202380 · Dispatch	0	14,525	14,525	0		100%
5202385 · Jail Expense	0	1,000	1,000	0		100%
5202390 · Special Response Team	0	7,500	8,500	(1,000)		88%
5202395 · Contractual Services Other	0	0	1,000	(1,000)		0%
<b>Total 5202300 · Contractual Services</b>	<b>0</b>	<b>24,025</b>	<b>26,525</b>	<b>(2,500)</b>		<b>91%</b>
5202500 · Operating Services						
5202530 · Custodial Service Contract	235	2,585	2,820	(235)		92%
5202540 · Computer Maintenance	0	1,276	1,150	126		111%
5202560 · Internet Subscriptions	317	317	900	(583)		35%
<b>Total 5202500 · Operating Services</b>	<b>552</b>	<b>4,178</b>	<b>4,870</b>	<b>(692)</b>		<b>86%</b>
5202600 · Special Expenses						
5202675 · National Night Out	0	0	500	(500)		0%
<b>Total 5202600 · Special Expenses</b>	<b>0</b>	<b>0</b>	<b>500</b>	<b>(500)</b>		<b>0%</b>
5203100 · General Supplies						
5203110 · Office Supplies	154	889	1,400	(511)		63%
5203140 · Uniforms	528	6,757	9,000	(2,243)		75%
5203170 · Evidence Gathering	103	537	700	(163)		77%
<b>Total 5203100 · General Supplies</b>	<b>785</b>	<b>8,183</b>	<b>11,100</b>	<b>(2,917)</b>		<b>74%</b>
5203400 · Maintenance Supplies & Parts						

**City of Ovilla General Fund**  
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October 2015 through August 2016

	Current		Year to Date		\$ Over (Under)	% of Budget
	August 2016		Oct 2015 - Aug 2016	Budget	Budget	Thru August
						91%
5203410 · Supplies - Custodial		17	370	600	(230)	62%
Total 5203400 · Maintenance Supplies & Parts		17	370	600	(230)	62%
5204200 · Travel Expenses						
5204210 · Travel - Local		0	1,010	1,000	10	101%
5204220 · Professional Development		791	2,119	3,750	(1,631)	56%
5204225 · Professional Dev - LEOSE		0	960	2,000	(1,040)	48%
5204235 · Ammo		0	987	1,000	(13)	99%
5204270 · Vehicle Expenses		1,439	14,180	24,000	(9,820)	59%
Total 5204200 · Travel Expenses		2,230	19,255	31,750	(12,495)	61%
5205200 · Data Processing Expenses						
5205240 · Data Processing - Software		0	17,851	18,000	(149)	99%
Total 5205200 · Data Processing Expenses		0	17,851	18,000	(149)	99%
5205300 · Printing Expenses						
5205310 · Copier Expense		87	936	1,500	(564)	62%
5205330 · Printing - Forms		150	300	300	0	100%
5205350 · Printing - Other		205	400	400	(0)	100%
Total 5205300 · Printing Expenses		442	1,636	2,200	(564)	74%
5205400 · Utilities						
5205410 · Telephone		109	1,202	1,600	(398)	75%
5205415 · Cellular Phone		106	1,169	1,350	(181)	87%
5205417 · Internet - PD		101	1,110	1,610	(500)	69%
5205420 · Wireless Cards		228	2,507	2,750	(243)	91%
5205450 · Electricity		323	3,474	4,500	(1,026)	77%
Total 5205400 · Utilities		868	9,463	11,810	(2,347)	80%
5205500 · Repairs & Building Improvements						

**City of Ovilla General Fund**  
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	Current		Year to Date		\$ Over (Under)	% of Budget	
	August 2016		Oct 2015 - Aug 2016		Budget	Budget	
	Thru August	91%					
5205520 · Repairs - Building		7,495		8,545	16,532	(7,987)	52%
5205540 · Repairs- Machinery & Equipment		0		409	1,200	(791)	34%
5205550 · Repairs - Vehicles		3,245		10,946	8,000	2,946	137%
<b>Total 5205500 · Repairs &amp; Building Improvements</b>		<b>10,740</b>		<b>19,900</b>	<b>25,732</b>	<b>(5,832)</b>	<b>77%</b>
5205600 · Insurance							
5205610 · Insurance - Property		0		1,649	1,650	(1)	100%
5205620 · Insurance - Liability		0		5,513	5,515	(2)	100%
5205640 · Insurance - Vehicle		0		2,430	2,430	(0)	100%
<b>Total 5205600 · Insurance</b>		<b>0</b>		<b>9,591</b>	<b>9,595</b>	<b>(4)</b>	<b>100%</b>
5205700 · Other Expenses							
5205742 · Public Relations		47		134	200	(66)	67%
5205752 · Employment Screeing		95		995	1,550	(555)	64%
5205765 · Miscellaneous		-123		539	1,620	(1,081)	33%
<b>Total 5205700 · Other Expenses</b>		<b>19</b>		<b>1,668</b>	<b>3,370</b>	<b>(1,702)</b>	<b>49%</b>
5206400 · Minor Capital Outlay							
5206440 · Machinery & Equipment		0		5,166	5,424	(258)	95%
5206445 · Personal Protective Equipment		0		2,960	2,600	360	114%
5206450 · Vehicles		33,218		80,198	82,000	(1,802)	98%
<b>Total 5206400 · Minor Capital Outlay</b>		<b>33,218</b>		<b>88,324</b>	<b>90,024</b>	<b>(1,700)</b>	<b>98%</b>
<b>Total 20 · Police</b>		<b>93,417</b>		<b>698,437</b>	<b>830,738</b>	<b>(132,301)</b>	<b>84%</b>
25 · Municipal Court							
5251100 · Salaries & Wages							
5251140 · Municipal Judge		585		6,435	7,000	(565)	92%
<b>Total 5251100 · Salaries &amp; Wages</b>		<b>585</b>		<b>6,435</b>	<b>7,000</b>	<b>(565)</b>	<b>92%</b>
5251400 · Support Staff							

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
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	Current		Year to Date		\$ Over (Under)	% of Budget Thru August
	August 2016	Oct 2015 - Aug 2016	Budget	Budget		
5251405 · Support Staff		2,590	31,085	32,692	(1,607)	95%
5251420 · Jury Fees		0	0	200	(200)	0%
5251425 · City Prosecutor		0	4,460	8,500	(4,040)	52%
5251480 · Merit Raises		0	0	981	(981)	0%
5251490 · Overtime		0	522	1,400	(878)	37%
<b>Total 5251400 · Support Staff</b>		<b>2,590</b>	<b>36,067</b>	<b>43,773</b>	<b>(7,706)</b>	<b>82%</b>
 5252100 · Employee Benefits						
5252110 · Group Insurance		662	6,623	8,166	(1,543)	81%
5252135 · TMRS		230	2,817	3,000	(183)	94%
5252160 · Worker's Compensation		0	185	186	(1)	99%
5252170 · Payroll Taxes		38	458	488	(30)	94%
5252196 · Membership Dues		0	0	100	(100)	0%
<b>Total 5252100 · Employee Benefits</b>		<b>930</b>	<b>10,083</b>	<b>11,940</b>	<b>(1,857)</b>	<b>84%</b>
 5252300 · Contractual Services						
5252375 · Comptroller - Warrant Fees		0	49,276	34,270	15,006	144%
<b>Total 5252300 · Contractual Services</b>		<b>0</b>	<b>49,276</b>	<b>34,270</b>	<b>15,006</b>	<b>144%</b>
 5252500 · Operating Services						
5252540 · Computer Maintenance		0	0	75	(75)	0%
<b>Total 5252500 · Operating Services</b>		<b>0</b>	<b>0</b>	<b>75</b>	<b>(75)</b>	<b>0%</b>
 5253100 · General Supplies						
5253110 · Office Supplies		0	160	150	10	107%
5253140 · Uniforms		0	0	50	(50)	0%
<b>Total 5253100 · General Supplies</b>		<b>0</b>	<b>160</b>	<b>200</b>	<b>(40)</b>	<b>80%</b>
 5254200 · Travel Expenses						
5254210 · Travel - Local		0	0	25	(25)	0%

**City of Ovilla General Fund**  
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	Current		Year to Date		\$ Over (Under)	% of Budget
					Budget	Thru August
	August 2016	Oct 2015 - Aug 2016	Budget	Budget		
<b>Total 5254200 · Travel Expenses</b>		0	0	25	(25)	0%
<b>5255200 · Data Processing Expenses</b>						
5255240 · Data Processing - SW Maint.		299	2,252	1,955	297	115%
<b>Total 5255200 · Data Processing Expenses</b>		299	2,252	1,955	297	115%
<b>5255300 · Printing Expense</b>						
5255350 · Printing - Other		246	770	800	(30)	96%
<b>Total 5255300 · Printing Expense</b>		246	770	800	(30)	96%
<b>5255600 · Insurance</b>						
5255620 · Insurance - Liability		0	341	341	(0)	100%
<b>Total 5255600 · Insurance</b>		0	341	341	(0)	100%
<b>5255700 · Other Expenses</b>						
5255765 · Miscellaneous		0	0	100	(100)	0%
5255768 · Collection Agency Fees		436	6,635	6,000	635	111%
5255772 · Warrant Fee - Omni		0	4,167	2,000	2,167	208%
<b>Total 5255700 · Other Expenses</b>		436	10,802	8,100	2,702	133%
<b>Total 25 · Municipal Court</b>		5,086	116,185	108,479	7,706	107%
<b>30 · Fire</b>						
<b>5301100 · Salaries &amp; Wages</b>						
5301125 · Fire Chief		2,924	35,093	36,909	(1,816)	95%
5301135 · Deputy Chief/Fire August shall		1,648	19,580	20,000	(420)	98%
5301140 · Fire Captains		5,179	59,693	97,246	(37,553)	61%
5301180 · Merit Raises - Staff		0	0	4,624	(4,624)	0%
<b>Total 5301100 · Salaries &amp; Wages</b>		9,751	114,366	158,779	(44,413)	72%
<b>5301400 · Support Salaries</b>						

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	Current		Year to Date		\$ Over (Under)	% of Budget	
	August 2016		Oct 2015 - Aug 2016		Budget	Budget	
	Thru August	91%					
5301440 · Firefighters		21,990		236,158	230,246	5,912	103%
5301480 · Merit Raises		0		0	6,907	(6,907)	0%
5301485 · Volunteer Incentive Program		690		12,520	15,600	(3,080)	80%
<b>Total 5301400 · Support Salaries</b>		<b>22,680</b>		<b>248,678</b>	<b>252,753</b>	<b>(4,075)</b>	<b>98%</b>
 5302100 · Employee Benefits							
5302135 · TMRS		260		3,182	3,387	(205)	94%
5302137 · Volunteer Retirement		108		540	500	40	108%
5302160 · Worker's Compensation		0		10,602	9,984	618	106%
5302170 · Payroll Taxes		2,247		24,601	28,154	(3,553)	87%
5302196 · Membership Dues		165		2,359	1,900	459	124%
<b>Total 5302100 · Employee Benefits</b>		<b>2,780</b>		<b>41,284</b>	<b>43,925</b>	<b>(2,641)</b>	<b>94%</b>
 5302300 · Contractual Services							
5302310 · Consultant Fees		0		1,500	1,500	0	100%
5302380 · Dispatch		0		14,525	14,525	0	100%
5302385 · Emergency Transport Service		0		63,559	66,257	(2,698)	96%
<b>Total 5302300 · Contractual Services</b>		<b>0</b>		<b>79,584</b>	<b>82,282</b>	<b>(2,698)</b>	<b>97%</b>
 5302500 · Operating Services							
5302510 · Maintenance Agreements		0		4,473	10,000	(5,527)	45%
5302540 · Computer Maintenance		0		2,468	2,500	(32)	99%
5302570 · Warning System Maintenance		0		780	780	0	100%
5302580 · Generator Maintenance		575		2,656	2,120	536	125%
<b>Total 5302500 · Operating Services</b>		<b>575</b>		<b>10,377</b>	<b>15,400</b>	<b>(5,023)</b>	<b>67%</b>
 5302600 · Special Expenses							
5302675 · National Night Out		0		0	350	(350)	0%
<b>Total 5302600 · Special Expenses</b>		<b>0</b>		<b>0</b>	<b>350</b>	<b>(350)</b>	<b>0%</b>

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	Current	Year to Date	\$ Over (Under)	% of Budget
	August 2016	Oct 2015 - Aug 2016	Budget	Thru August
			Budget	91%
<b>5303100 · General Supplies</b>				
5303110 · Office Supplies	0	736	1,600	(864) 46%
5303140 · Uniforms	518	3,738	5,000	(1,262) 75%
5303160 · Medical Supplies	1,158	3,954	8,000	(4,046) 49%
5303165 · Medical Support	60	500	1,000	(500) 50%
5303170 · Evidence Gathering	0	50	50	(0) 100%
5303175 · Education Aids	0	0	50	(50) 0%
<b>Total 5303100 · General Supplies</b>	<b>1,736</b>	<b>8,978</b>	<b>15,700</b>	<b>(6,722) 57%</b>
<b>5303400 · Maintenance Supplies &amp; Parts</b>				
5303410 · Supplies - Custodial	156	1,765	2,500	(735) 71%
5303420 · Building Alarm Maintenance	0	420	420	0 100%
<b>Total 5303400 · Maintenance Supplies &amp; Parts</b>	<b>156</b>	<b>2,185</b>	<b>2,920</b>	<b>(735) 75%</b>
<b>5304200 · Travel Expenses</b>				
5304220 · Professional Development	127	6,286	6,300	(14) 100%
5304270 · Vehicle Expenses	713	6,082	9,665	(3,583) 63%
<b>Total 5304200 · Travel Expenses</b>	<b>840</b>	<b>12,368</b>	<b>15,965</b>	<b>(3,597) 77%</b>
<b>5305200 · Data Processing Expenses</b>				
5305230 · Data Proc-Maintenance & Repair	0	0	500	(500) 0%
5305240 · Data Processing - Software	0	4,314	2,850	1,464 151%
<b>Total 5305200 · Data Processing Expenses</b>	<b>0</b>	<b>4,314</b>	<b>3,350</b>	<b>964 129%</b>
<b>5305300 · Printing Expense</b>				
5305310 · Copier Expense	0	2,523	3,100	(578) 81%
5305330 · Printing - Forms	0	0	100	(100) 0%
<b>Total 5305300 · Printing Expense</b>	<b>0</b>	<b>2,523</b>	<b>3,200</b>	<b>(678) 79%</b>
<b>5305400 · Utilities</b>				

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October 2015 through August 2016

	Current		Year to Date		\$ Over (Under)	% of Budget
	August 2016		Oct 2015 - Aug 2016	Budget	Budget	Thru August
					91%	
5305410 · Telephone		245	2,565	2,350	215	109%
5305415 · Cellular Phone		104	774	1,237	(463)	63%
5305417 · Internet - Fire Dept.		329	3,617	4,345	(728)	83%
5305430 · Natural Gas		59	1,422	2,400	(978)	59%
5305450 · Electricity		683	5,023	5,562	(539)	90%
<b>Total 5305400 · Utilities</b>		<b>1,420</b>	<b>13,402</b>	<b>15,894</b>	<b>(2,492)</b>	<b>84%</b>
 5305500 · Repairs & Bldg Improvements						
5305520 · Repairs - Building		310	3,324	2,800	524	119%
5305540 · Repairs - Machinery & Equipment		380	14,317	19,000	(4,683)	75%
5305545 · Repairs - Apparatus		8,418	38,026	12,000	26,026	317%
5305550 · Repairs - Vehicles		126	4,145	3,500	645	118%
<b>Total 5305500 · Repairs &amp; Bldg Improvements</b>		<b>9,234</b>	<b>59,813</b>	<b>37,300</b>	<b>22,513</b>	<b>160%</b>
 5305600 · Insurance						
5305620 · Insurance - Liability		0	3,552	5,660	(2,108)	63%
5305640 · Insurance - Vehicle		0	9,467	10,415	(948)	91%
<b>Total 5305600 · Insurance</b>		<b>0</b>	<b>13,019</b>	<b>16,075</b>	<b>(3,056)</b>	<b>81%</b>
 5305700 · Other Expenses						
5305705 · Postage		0	47	50	(3)	95%
5305752 · Employment Screening		0	428	500	(72)	86%
5305765 · Flags & Miscellaneous		0	0	100	(100)	0%
<b>Total 5305700 · Other Expenses</b>		<b>0</b>	<b>475</b>	<b>650</b>	<b>(175)</b>	<b>73%</b>
 5306400 · Minor Capital Outlay						
5306440 · Machinery & Equipment		0	3,721	10,300	(6,579)	36%
5306445 · Personal Protective Equipment		5,152	8,105	20,247	(12,142)	40%
<b>Total 5306400 · Minor Capital Outlay</b>		<b>5,152</b>	<b>11,825</b>	<b>30,547</b>	<b>(18,722)</b>	<b>39%</b>
 Total 30 · Fire		54,323	623,190	695,090	(71,900)	90%
40 · Community Services						

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	Current	Year to Date	\$ Over (Under)	% of Budget
	August 2016	Oct 2015 - Aug 2016	Budget	Thru August
			Budget	91%
<b>5401100 · Salaries &amp; Wages</b>				
5401135 · ACO/Code Enforcement Officer	3,566	42,730	45,000	(2,270) 95%
5401180 · Merit Raises - Staff	0	0	1,350	(1,350) 0%
5401190 · Overtime	752	7,591	7,500	91 101%
<b>Total 5401100 · Salaries &amp; Wages</b>	<b>4,319</b>	<b>50,321</b>	<b>53,850</b>	<b>(3,529) 93%</b>
<b>5402100 · Employee Benefits</b>				
5402110 · Group Insurance	350	3,850	6,177	(2,327) 62%
5402135 · TMRS	388	4,534	4,011	523 113%
5402160 · Worker's Compensation	0	364	310	54 118%
5402170 · Payroll Taxes	68	794	653	141 122%
5402190 · License	0	165	625	(460) 26%
<b>Total 5402100 · Employee Benefits</b>	<b>807</b>	<b>9,707</b>	<b>11,776</b>	<b>(2,069) 82%</b>
<b>5402300 · Contractual Services</b>				
5402315 · Contract Building Inspections	15,553	58,163	115,000	(56,837) 51%
5402370 · Impound Fees	0	2,150	2,300	(150) 93%
<b>Total 5402300 · Contractual Services</b>	<b>15,553</b>	<b>60,313</b>	<b>117,300</b>	<b>(56,987) 51%</b>
<b>5402600 · Special Expenses</b>				
5402680 · Environmental Testing	76	686	2,300	(1,614) 30%
5402685 · Clean up Day	0	36	100	(64) 36%
<b>Total 5402600 · Special Expenses</b>	<b>76</b>	<b>722</b>	<b>2,400</b>	<b>(1,678) 30%</b>
<b>5403100 · General Supplies</b>				
5403110 · Office Supplies	0	0	50	(50) 0%
5403120 · Animal Care	0	0	150	(150) 0%
5403122 · Pet Supplies	135	654	600	54 109%
5403140 · Uniforms	26	450	600	(150) 75%
<b>Total 5403100 · General Supplies</b>	<b>161</b>	<b>1,104</b>	<b>1,400</b>	<b>(296) 79%</b>

**City of Ovilla General Fund**  
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	Current	Year to Date	\$ Over (Under)	% of Budget
	August 2016	Oct 2015 - Aug 2016	Budget	Thru August
			Budget	91%
5403400 · Maintenance Supplies & Parts				
5403460 · Miscellaneous	0	28	200	(172) 14%
<b>Total 5403400 · Maintenance Supplies &amp; Parts</b>	<b>0</b>	<b>28</b>	<b>200</b>	<b>(172) 14%</b>
5404200 · Travel Expenses				
5404210 · Travel - Local	0	0	25	(25) 0%
5404220 · Professional Development	0	72	200	(128) 36%
5404270 · Vehicle Expenses	418	1,278	3,000	(1,722) 43%
<b>Total 5404200 · Travel Expenses</b>	<b>418</b>	<b>1,350</b>	<b>3,225</b>	<b>(1,875) 42%</b>
5405200 · Data Processing Expenses				
5405230 · Data Proc-Maintenance & Repairs	0	0	1,080	(1,080) 0%
<b>Total 5405200 · Data Processing Expenses</b>	<b>0</b>	<b>0</b>	<b>1,080</b>	<b>(1,080) 0%</b>
5405300 · Printing Expense				
5405330 · Printing - Forms	0	397	400	(3) 99%
<b>Total 5405300 · Printing Expense</b>	<b>0</b>	<b>397</b>	<b>400</b>	<b>(3) 99%</b>
5405400 · Utilities				
5405415 · Cellular Phone	90	984	950	34 104%
<b>Total 5405400 · Utilities</b>	<b>90</b>	<b>984</b>	<b>950</b>	<b>34 104%</b>
5405600 · Insurance				
5405610 · Insurance - Property	0	8	9	(1) 90%
5405620 · Insurance - Liability	0	230	230	(0) 100%
5405640 · Insurance - Vehicle	0	270	230	40 118%
<b>Total 5405600 · Insurance</b>	<b>0</b>	<b>508</b>	<b>469</b>	<b>39 108%</b>
5405700 · Other Expenses				
5405765 · Miscellaneous	0	30	100	(70) 30%

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**October 2015 through August 2016**

	Current		Year to Date		\$ Over (Under)	% of Budget Thru August
	August 2016	Oct 2015 - Aug 2016	Budget	Budget		
<b>Total 5405700 · Other Expenses</b>		0	30	100	(70)	30%
5406400 · Minor Capital Outlay						
5406440 · Machinery & Equipment		0	217	1,000	(783)	22%
<b>Total 5406400 · Minor Capital Outlay</b>		0	217	1,000	(783)	22%
<b>Total 40 · Community Services</b>		21,423	125,680	194,150	(68,470)	65%
45 · Solid Waste						
5455400 · Utilities						
5455465 · Solidwaste Pickup (Garbage)		14,079	178,386	226,356	(47,970)	79%
<b>Total 5455400 · Utilities</b>		14,079	178,386	226,356	(47,970)	79%
<b>Total 45 · Solid Waste</b>		14,079	178,386	226,356	(47,970)	79%
50 · Streets						
5501400 · Support Staff						
5501415 · Maintenance Crew		1,800	21,651	23,400	(1,749)	93%
5501490 · Overtime		84	1,072	1,500	(428)	71%
5501500 · Streets - On Call		0	400	600	(200)	67%
<b>Total 5501400 · Support Staff</b>		1,884	23,123	25,500	(2,377)	91%
5502100 · Employee Benefits						
5502110 · Group Insurance		662	6,623	8,170	(1,547)	81%
5502135 · TMRS		168	2,061	2,148	(87)	96%
5502160 · Worker's Compensation		0	1,847	1,750	97	106%
5502170 · Payroll Taxes		27	326	350	(24)	93%
5502190 · License		0	61	122	(61)	50%
<b>Total 5502100 · Employee Benefits</b>		857	10,917	12,540	(1,623)	87%
5502200 · Special Services						

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	Current		Year to Date		\$ Over (Under)	% of Budget Thru August		
	August 2016	Oct 2015 - Aug 2016	Budget	Budget				
5502280 · NCTCOG- SWMP Fees	0	3,353	6,400	(3,047)		52%		
Total 5502200 · Special Services	0	3,353	6,400	(3,047)		52%		
5502600 · Special Expenses								
5502620 · Emergency Clean Up	0	0	2,250	(2,250)		0%		
Total 5502600 · Special Expenses	0	0	2,250	(2,250)		0%		
5503100 · General Supplies								
5503110 · Office Supplies	0	0	100	(100)		0%		
5503140 · Uniforms	294	294	600	(307)		49%		
Total 5503100 · General Supplies	294	294	700	(407)		42%		
5503400 · Maintenance Supplies & Parts								
5503405 · Drainage Maintenance	0	0	500	(500)		0%		
5503420 · Supplies - Street Signs	0	2,496	4,500	(2,004)		55%		
5503460 · Miscellaneous	47	229	300	(71)		76%		
Total 5503400 · Maintenance Supplies & Parts	47	2,725	5,300	(2,575)		51%		
5504200 · Travel Expenses								
5504220 · Professional Development	0	75	500	(425)		15%		
5504270 · Vehicle Expenses	479	4,415	6,500	(2,085)		68%		
Total 5504200 · Travel Expenses	479	4,490	7,000	(2,510)		64%		
5505300 · Printing Expense								
5505350 · Printing - Other	0	0	350	(350)		0%		
Total 5505300 · Printing Expense	0	0	350	(350)		0%		
5505400 · Utilities								
5505450 · Electricity	3,895	41,928	45,000	(3,072)		93%		

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	Current		Year to Date		\$ Over (Under)	% of Budget
	August 2016		Oct 2015 - Aug 2016		Budget	Thru August
					Budget	91%
<b>Total 5505400 · Utilities</b>		3,895		41,928	45,000	(3,072)
5505500 · Repairs & Bldg Improvements						
5405520 · Repairs - Building		0		0	500	(500)
5505540 · Repairs - Machinery & Equipment		1,247		2,923	3,000	(77)
5505550 · Repairs - Vehicles		721		2,289	2,500	(211)
5505560 · Repairs -Street Maint.& Repairs		469		27,997	50,000	(22,003)
5505565 · Repairs - Infrastruct Drainage		1,800		2,458	3,000	(542)
5505575 · Repairs - 50/50 Sidewalk Program		0		5,512	10,000	(4,488)
5505590 · Repairs - Other		122		323	1,500	(1,177)
<b>Total 5505500 · Repairs &amp; Bldg Improvements</b>		4,359		41,503	70,500	(28,997)
5505600 · Insurance						
5505620 · Insurance - Liability		0		1,232	1,235	(3)
5505640 · Insurance - Vehicle		0		3,553	3,554	(1)
<b>Total 5505600 · Insurance</b>		0		4,785	4,789	(4)
5505700 · Other Expenses						
5505752 · Employment Screening		0		0	150	(150)
<b>Total 5505700 · Other Expenses</b>		0		0	150	(150)
5506400 · Minor Capital Outlay						
5506440 · Machinery & Equipment		0		800	2,500	(1,700)
5506445 · Personal Protective Equipment		0		26	300	(274)
5506490 · Other		0		648	850	(202)
<b>Total 5506400 · Minor Capital Outlay</b>		0		1,474	3,650	(2,176)
5507400 · Capitalized Assets						
5507440 · Machinery & Equipment		0		6,000	6,000	0
5507460 · Infrastructure		467,306		844,560	870,814	(26,254)
<b>Total 5507400 · Capitalized Assets</b>		467,306		850,560	876,814	(26,254)

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**Actual vs Budget Review**  
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	Current	Year to Date	\$ Over (Under)	% of Budget
	August 2016	Oct 2015 - Aug 2016	Budget	Budget
				Thru August
				91%
<b>Total 50 · Streets</b>		479,121	985,151	1,060,943
				(75,792)
				93%
<b>60 · Parks</b>				
<b>5602400 · Rentals</b>				
<b>5602490 · Rental - Other</b>	210	2,566	3,000	(434)
<b>Total 5602400 · Rentals</b>	210	2,566	3,000	(434)
				86%
<b>5602600 · Special Expenses</b>				
<b>5602680 · Heritage Day</b>	3,120	4,583	13,000	(8,417)
<b>5602690 · Special Events</b>	0	2,899	4,500	0
<b>Total 5602600 · Special Expenses</b>	3,120	7,482	17,500	(8,417)
				43%
<b>5603400 · Maintenance Supplies &amp; Parts</b>				
<b>5603460 · Miscellaneous</b>	0	275	300	(25)
<b>Total 5603400 · Maintenance Supplies &amp; Parts</b>	0	275	300	(25)
				92%
<b>5605400 · Utilities</b>				
<b>5605450 · Electricity</b>	528	6,823	8,300	(1,477)
<b>Total 5605400 · Utilities</b>	528	6,823	8,300	(1,477)
				82%
<b>5605500 · Repairs &amp; Bldg Improvements</b>				
<b>5605520 · Repairs - Building</b>	0	0	250	(250)
<b>5605530 · REPAIRS-IMP OTHER THAN BLDGS</b>	0	649	1,000	(351)
<b>Total 5605500 · Repairs &amp; Bldg Improvements</b>	0	649	1,250	(601)
				52%
<b>5605600 · Insurance</b>				
<b>5605610 · Insurance - Property</b>	0	114	115	(1)
<b>5605620 · Insurance - Liability</b>	0	521	521	(0)
<b>5605640 · Insurance - Vehicle</b>	0	228	230	(2)
				99%
				100%
				99%

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

	Current		Year to Date		\$ Over (Under)	% of Budget
	August 2016	Oct 2015 - Aug 2016	Budget	Budget		
					Thru August	91%
<b>Total 5605600 · Insurance</b>		0	863	866	(3)	100%
<b>5605700 · Other Expenses</b>						
5605765 · Miscellaneous		0	208	300	(92)	69%
<b>Total 5605700 · Other Expenses</b>		0	208	300	(92)	69%
<b>5606400 · Minor Capital Outlay</b>						
5606410 · Land Improvements		1,958	13,699	14,093	(394)	97%
5606440 · Machinery & Equipment		0	1,845	500	1,345	369%
<b>Total 5606400 · Minor Capital Outlay</b>		1,958	15,544	14,593	951	107%
<b>5607400 · Capitalized Assets</b>						
5607440 · Machinery & Equipment		0	1,043	1,000	43	104%
<b>Total 5607400 · Capitalized Assets</b>		0	1,043	1,000	43	104%
<b>Total 60 · Parks</b>		5,814	35,453	47,109	(11,656)	75%
<b>Total Expenditures</b>		720,175	3,215,876	3,666,049	(450,173)	88%
<b>Net Change in Fund Balance</b>		-582,809	-374,467	0	(374,467)	100%

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

	Current		Year to Date		\$ Over (Under)	% of Budget
					Budget	Thru August
	August 2016	Oct 2015 - Aug 2016	Budget	Budget	91%	
<b>Resources</b>						
4000400 · Charges for Services						
4000460 · Water Sales	94,938	755,143	1,004,932	(249,789)	75%	
4000461 · Sewer Service	29,640	320,535	411,770	(91,236)	78%	
4000465 · Water & Sewer Penalties	1,296	15,167	19,000	(3,833)	80%	
4000471 · Reconnect Fees	792	5,393	5,400	(7)	100%	
4000472 · Meters	1,050	3,650	3,700	(50)	99%	
4000473 · Connect Fees	300	2,575	4,400	(1,825)	59%	
4000478 · Infrastructure Improvement Fee	5,456	57,699	70,133	(12,434)	82%	
4000480-Solid Waste Fees (Garbage)	21,443	21,443	0	21,443	100%	
Total 4000400 · Charges for Services	154,915	1,181,604	1,519,335	(337,731)	78%	
4000800 · Other Revenue						
4000880 · Capital Rec Fee	13,750	37,500	62,500	(25,000)	60%	
4000840 · Interest Earned	205	2,561	3,100	(539)	83%	
4000890 · Misc Other Revenue	0	158,888	160,800	(1,912)	99%	
Total 4000800 · Other Revenue	13,955	198,949	226,400	(27,451)	88%	
<b>Total Resources</b>	<b>168,869</b>	<b>1,380,553</b>	<b>1,745,735</b>	<b>(365,182)</b>	<b>79%</b>	
<b>Expense</b>						
70 · Administration						
5701100 · Salaries & Wages						
5701110 · City Administrator	0	15,830	21,765	(5,935)	73%	
5701115 · City Secretary	0	9,213	13,264	(4,051)	69%	
5701117 · Finance Accountant	0	8,642	12,360	(3,718)	70%	
5701120 · Part Time Admin. Support	0	5,200	7,435	(2,235)	70%	
5701130 · Public Works Director	4,151	49,809	52,388	(2,579)	95%	
5701180 · Merit Raises, Staff	0	0	3,177	(3,177)	0%	
Total 5701100 · Salaries & Wages	4,151	88,694	110,389	(21,695)	80%	

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	August 2016	Oct 2015 - Aug 2016	Budget	Thru August
			Budget	91%
<b>5702100 · Employee Benefits</b>				
5702110 · Group Insurance	662	7,285	8,166	(881) 89%
5702135 · TMRS	374	4,488	4,808	(320) 93%
5702170 · Payroll Taxes	60	716	783	(67) 91%
<b>Total 5702100 · Employee Benefits</b>	<b>1,096</b>	<b>12,489</b>	<b>13,757</b>	<b>(1,268) 91%</b>
<b>5702200 · Special Services</b>				
5702230 · Legal Fees	0	0	1,000	(1,000) 0%
5702240 · Audit		7,150	7,150	0 100%
5702250 · Accounting	0	0	500	(500) 0%
<b>Total 5702200 · Special Services</b>	<b>0</b>	<b>7,150</b>	<b>8,650</b>	<b>(1,500) 83%</b>
<b>5702300 · Contractual Services /Personnel</b>				
5702310 · Consultant Fees	0	1,101	3,500	(2,399) 31%
<b>Total 5702300 · Contractual Services /Personnel</b>	<b>0</b>	<b>1,101</b>	<b>3,500</b>	<b>(2,399) 31%</b>
<b>5703100 · General Supplies</b>				
5703110 · Office Supplies	0	587	800	(213) 73%
<b>Total 5703100 · General Supplies</b>	<b>0</b>	<b>587</b>	<b>800</b>	<b>(213) 73%</b>
<b>5703400 · Maintenance Supplies / Parts</b>				
5703410 · Supplies - Custodial	0	17	200	(183) 9%
<b>Total 5703400 · Maintenance Supplies / Parts</b>	<b>0</b>	<b>17</b>	<b>200</b>	<b>(183) 9%</b>
<b>5704200 · Travel Expenses</b>				
5704210 · Travel - Local	0	0	200	(200) 0%
5704220 · Professional Development	0	61	750	(689) 8%
<b>Total 5704200 · Travel Expenses</b>	<b>0</b>	<b>61</b>	<b>950</b>	<b>(889) 6%</b>
<b>5705200 · Data Processing Expenses</b>				

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

	Current		Year to Date		\$ Over (Under)	% of Budget
	August 2016		Oct 2015 - Aug 2016	Budget	Budget	Thru August
						91%
5705240 · Data Processing - Software	0	0		511	(511)	0%
Total 5705200 · Data Processing Expenses	0	0		511	(511)	0%
5705300 · Printing Expense						
5705350 · Printing - Other	0	163		250	(87)	65%
Total 5705300 · Printing Expense	0	163		250	(87)	65%
5705400 · Utilities						
5705410 · Telephone	109	1,202		1,250	(48)	96%
5705415 · Cellular Phone	38	418		850	(432)	49%
5705417 · Internet	101	1,110		1,610	(500)	69%
Total 5705400 · Utilities	249	2,730		3,710	(980)	74%
5705700 · Other Expenses						
5705705 · Postage	0	5,556		8,900	(3,344)	62%
5705740 · Advertising	0	0		300	(300)	0%
5705760 · Bank Service Charge	10	210		200	10	105%
5705765 · Miscellaneous	0	150,008		150,100	(92)	100%
5705775 · Credit Card Transaction Fee	100	2,066		3,000	(934)	69%
Total 5705700 · Other Expenses	110	157,840		162,500	(4,660)	97%
5706400 · Minor Capital Outlay						
5706440 · Machinery & Equipment	0	0		500	(500)	0%
Total 5706400 · Minor Capital Outlay	0	0		500	(500)	0%
5709000 · Reserve						
5708215 · Admin. Exp. to General Fund	0	68,465		92,583	(24,118)	74%
5709001 · Reserve for Contingency	0	0		48,008		
5709002 · Capital Improv. Water Reserve	0	0		26,015	(26,015)	0%
5709003 · Capital Improv. Sewer Reserve	0	0		32,685	(32,685)	0%
5709010 · Administrative Reserves	0	0		2,747	(2,747)	0%

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

	Current		Year to Date		\$ Over (Under)	% of Budget
	August 2016		Oct 2015 - Aug 2016	Budget	Budget	Thru August
	Total 5709000 · Reserve	0	68,465	202,038	(133,573)	34%
Total 70 · Administration	5,605	339,298	507,755	(168,457)	67%	
75 · Water						
5751100 · Salaries & Wages						
5751133 · Superintendent	3,328	39,932	42,000	(2,068)	95%	
5751180 · Merit Raises - Staff	0	0	1,260	(1,260)	0%	
Total 5751100 · Salaries & Wages	3,328	39,932	43,260	(3,328)	92%	
5751400 · Support Salaries						
5751405 · Support Staff	3,232	30,256	30,593	(337)	99%	
5751415 · Maintenance Crew	1,854	70,549	78,395	(7,846)	90%	
5751430 · Seasonal Crew	0	0	3,000	(3,000)	0%	
5751450 · Certification Pay	92	1,108	1,200	(92)	92%	
5751480 · Merit Raises	0	0	3,666	(3,666)	0%	
5751490 · Overtime	85	4,550	4,000	550	114%	
5751500 · Water - On Call	50	1,350	1,550	(200)	87%	
Total 5751400 · Support Salaries	5,313	107,812	122,404	(14,592)	88%	
5752100 · Employee Benefits						
5752110 · Group Insurance	1,675	27,531	41,115	(13,584)	67%	
5752135 · TMRS	765	13,878	14,792	(914)	94%	
5752160 · Worker's Compensation	0	3,998	3,385	613	118%	
5752170 · Payroll Taxes	128	2,321	2,408	(87)	96%	
5752190 · Licenses	0	111	222	(111)	50%	
Total 5752100 · Employee Benefits	2,567	47,840	61,922	(14,082)	77%	
5752300 · Contractual Services/Personnel						
5752350 · Contract Labor - Company	0	1,410	1,500	(90)	94%	
5752380 · Dispatch	0	12,450	12,587	(137)	99%	

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	August 2016	Oct 2015 - Aug 2016	Budget	Budget
				Thru August
Total 5752300 · Contractual Services/Personnel	0	13,860	14,087	(227) 98%
5752400 · Rentals				
5752420 · Rental - Machinery & Equipment	0	236	250	(14) 94%
Total 5752400 · Rentals	0	236	250	(14) 94%
5752500 · Operating Services				
5752580 · Water Testing	153	1,706	4,000	(2,294) 43%
5752590 · TCEQ Fees	0	2,984	3,500	(516) 85%
Total 5752500 · Operating Services	153	4,690	7,500	(2,810) 63%
5753100 · General Supplies				
5753140 · Uniforms	123	1,560	1,700	(140) 92%
Total 5753100 · General Supplies	123	1,560	1,700	(140) 92%
5753400 · Maintenance Supplies & Parts				
5753460 · Miscellaneous	0	134	300	(166) 45%
Total 5753400 · Maintenance Supplies & Parts	0	134	300	(166) 45%
5754200 · Travel Expenses				
5754220 · Professional Development	0	780	750	30 104%
5754270 · Vehicle Expenses	257	5,057	10,000	(4,943) 51%
Total 5754200 · Travel Expenses	257	5,837	10,750	(4,913) 54%
5755200 · Data Processing Expenses				
5755230 · Data Proc-Maintenance & Repairs	0	671	1,300	(629) 52%
5755240 · Data Processing - Software	0	3,850	4,200	(350) 92%
Total 5755200 · Data Processing Expenses	0	4,521	5,500	(979) 82%
5755300 · Printing Expenses				
5755310 · Copier Expense	0	2,879	3,000	(121) 96%

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

	Current		Year to Date		\$ Over	% of Budget
					(Under)	Thru August
	August 2016	Oct 2015 - Aug 2016	Budget	Budget		91%
5755350 · Printing - Other	0	2,184	2,000	184		109%
<b>Total 5755300 · Printing Expenses</b>	<b>0</b>	<b>5,063</b>	<b>5,000</b>	<b>63</b>	<b></b>	<b>101%</b>
5755400 · Utilities						
5755415 · Cellular Phone	50	603	1,500	(897)		40%
5755450 · Electricity	2,712	21,776	26,000	(4,224)		84%
5755460 · Water, wholesale	54,013	322,776	391,500	(68,724)		82%
<b>Total 5755400 · Utilities</b>	<b>56,775</b>	<b>345,155</b>	<b>419,000</b>	<b>(73,845)</b>	<b></b>	<b>82%</b>
5755500 · Repairs & Building Improvements						
5755540 · Repairs- Machinery & Equipment	1,301	3,926	4,000	(74)		98%
5755550 · Repairs - Vehicles	34	1,545	2,000	(455)		77%
5755570 · Inventory Expense	1,386	9,664	9,000	664		107%
5755580 · Water Chemical Expense	1,061	8,221	8,000	221		103%
5755590 · Repairs - Other	550	2,156	3,000	(844)		72%
<b>Total 5755500 · Repairs &amp; Building Improvements</b>	<b>4,333</b>	<b>25,512</b>	<b>26,000</b>	<b>(488)</b>	<b></b>	<b>98%</b>
5755600 · Insurance						
5755610 · Insurance - Property	0	2,672	2,672	(0)		100%
5755620 · Insurance - Liability	0	1,724	1,724	(0)		100%
5755640 · Insurance - Vehicle	0	632	633	(1)		100%
<b>Total 5755600 · Insurance</b>	<b>0</b>	<b>5,027</b>	<b>5,029</b>	<b>(2)</b>	<b></b>	<b>100%</b>
5755700 · Other Expenses						
5755752 · Employment Screening	16	16	150	(134)		11%
<b>Total 5755700 · Other Expenses</b>	<b>16</b>	<b>16</b>	<b>150</b>	<b>(134)</b>	<b></b>	<b>11%</b>
5756400 · Minor Capital Outlay						
5756440 · Machinery & Equipment	0	158	1,000	(842)		16%
5756490 · Other	20	469	500	(31)		94%
<b>Total 5756400 · Minor Capital Outlay</b>	<b>20</b>	<b>627</b>	<b>1,500</b>	<b>(873)</b>	<b></b>	<b>42%</b>

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	August 2016	Oct 2015 - Aug 2016	Budget	Budget
				Thru August
5757400 · Capitalized Assets				
5757440 · Machinery & Equipment	0	995	2,500	(1,505) 40%
5757470 · Infrastructure - Water	1,905	5,512	4,000	1,512 138%
<b>Total 5757400 · Capitalized Assets</b>	<b>1,905</b>	<b>6,507</b>	<b>6,500</b>	<b>7 100%</b>
5757900 · Long-Term Debt				
5758225 · Admin. Expense to Debt Fund	0	77,090	102,786	(25,697) 75%
<b>Total 5757900 · Long-Term Debt</b>	<b>0</b>	<b>77,090</b>	<b>102,786</b>	<b>(25,697) 75%</b>
<b>Total 75 · Water</b>	<b>74,790</b>	<b>691,419</b>	<b>833,638</b>	<b>(142,219) 83%</b>
80 · Sewer				
5801400 · Support Salaries				
5801405 · Support Staff	0	8,533	10,197	(1,664) 84%
5801415 · Maintenance Crew	2,703	31,740	33,280	(1,540) 95%
5801450 · Certification Pay	92	1,108	1,210	(102) 92%
5801480 · Merit Raises	0	0	998	(998) 0%
5801490 · Overtime	297	1,928	3,000	(1,072) 64%
5801500 · Sewer - On Call	100	550	600	(50) 92%
<b>Total 5801400 · Support Salaries</b>	<b>3,192</b>	<b>43,859</b>	<b>49,285</b>	<b>(5,426) 89%</b>
5802100 · Employee Benefits				
5802110 · Group Insurance	662	7,285	8,451	(1,166) 86%
5802135 · TMRS	280	3,099	3,054	45 101%
5802160 · Worker's Compensation-Sewer	0	3,998	3,385	613 118%
5802170 · Payroll Taxes	45	497	497	0 100%
5802190 · Licenses	0	0	150	(150) 0%
<b>Total 5802100 · Employee Benefits</b>	<b>987</b>	<b>14,880</b>	<b>15,537</b>	<b>(657) 96%</b>
5802300 · Contractual Services/Personnel				

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	August 2016	Oct 2015 - Aug 2016	Budget	Budget
				Thru August
5802350 · Contract Labor - Company	0	34,435	37,000	(2,565) 93%
Total 5802300 · Contractual Services/Personnel	0	34,435	37,000	(2,565) 93%
5802500 · Operating Services				
5802515 · Sardis Collection Expense	641	7,537	9,618	(2,081) 78%
5802590 · TCEQ Fees - Sewer	0	10	100	(90) 10%
Total 5802500 · Operating Services	641	7,547	9,718	(2,171) 78%
5803100 · General Supplies				
5803140 · Uniforms	0	1,083	1,200	(117) 90%
Total 5803100 · General Supplies	0	1,083	1,200	(117) 90%
5803400 · Maintenance Supplies & Parts				
5803460 · Miscellaneous	0	0	500	(500) 0%
Total 5803400 · Maintenance Supplies & Parts	0	0	500	(500) 0%
5804200 · Travel Expenses				
5804220 · Professional Development	13	127	500	(373) 25%
5804270 · Vehicle Expense	182	1,003	1,200	(197) 84%
Total 5804200 · Travel Expenses	195	1,130	1,700	(570) 66%
5805400 · Utilities				
5805450 · Electricity	177	2,792	3,000	(208) 93%
5805463 · TRA Wastewater Treatment	22,567	254,366	270,806	(16,440) 94%
Total 5805400 · Utilities	22,744	257,158	273,806	(16,648) 94%
5805500 · Repairs & Bldg Improvements				
5805510 · Repairs - Land Improvements	0	0	300	(300) 0%
5805540 · Repairs - Machinery & Equipment	0	1,480	6,000	(4,520) 25%
5805570 · Inventory Expense	324	1,583	2,000	(417) 79%
5805590 · Repairs - Other	237	279	600	(321) 46%
Total 5805500 · Repairs & Bldg Improvements	561	3,342	8,900	(5,558) 38%

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	August 2016	Oct 2015 - Aug 2016	Budget	Thru August
			Budget	91%
5805600 · Insurance				
5805610 · Insurance - Property	0	56	56	(0) 99%
5805620 · Insurance - Liability	0	398	400	(2) 99%
5805640 · Insurance - Vehicle	0	39	40	(1) 98%
Total 5805600 · Insurance	0	493	496	(3) 99%
5805700 · Other Expenses				
5805752 · Employment Screening	0	0	200	(200) 0%
Total 5805700 · Other Expenses	0	0	200	(200) 0%
5807400 · Capitalized Assets				
5807440 · Machinery & Equipment	0	5,542	6,000	(458) 92%
Total 5807400 · Capitalized Assets	0	5,542	6,000	(458) 92%
Total 80 · Sewer	28,319	369,469	404,342	(34,873) 91%
Total Expense	108,714	1,400,187	1,745,735	(345,548) 80%
Net Change in Fund Balance	60,156	(19,634)	0	(19,634) 100%

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

	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	August 2016	Oct 2015 - Aug 2016	Budget	Budget	91%
<b>Revenues</b>					
4000100 · Taxes					
4000107 · Ad Valorem, Current I & S	996	463,423	467,702	(4,279)	99%
4000111 · Ad Valorem, Delinquent I & S	-	3,021	4,122	(1,101)	73%
4000114 · Interest/Penalties - I & S	144	2,075	1,611	464	129%
Total 4000100 · Taxes	<b>1,140</b>	<b>468,518</b>	<b>473,435</b>	<b>(4,917)</b>	<b>99%</b>
4000800 · Other Revenue					
4000840 · Interest Earned	40	551	700	(149)	79%
4000900 · Reduction of Reserve Fund Bal.	-	-	1,604	(1,604)	0%
4000930 · Admin.Rev.Rec.Fr Water & Sewer	-	77,090	102,786	(25,697)	75%
Total 4000800 · Other Revenue	<b>40</b>	<b>77,640</b>	<b>105,090</b>	<b>(27,450)</b>	<b>74%</b>
<b>Total Revenues</b>	<b>1,180</b>	<b>546,158</b>	<b>578,525</b>	<b>(32,367)</b>	<b>94%</b>
<b>Expenditures</b>					
5157900 · Long-Term Debt					
5157930 · Paying Agent Fees	400	400	500	(100)	80%
51579349 · 2011 Bond Issue Principle	-	375,000	375,000	-	100%
5157940 · 2011 Bond Issue Interest	-	203,025	203,025	-	100%
Total 5157900 · Long-Term Debt	<b>400</b>	<b>578,425</b>	<b>578,525</b>	<b>(100)</b>	<b>100%</b>
<b>Total Expenditures</b>	<b>400</b>	<b>578,425</b>	<b>578,525</b>	<b>(100)</b>	<b>100%</b>
<b>Net Change in Fund Balance</b>	<b>780</b>	<b>(32,267)</b>	<b>-</b>	<b>(32,267)</b>	<b>100%</b>

**City of Ovilla Capital Projects Fund**  
**Actual vs Budget Review**  
**October 2015 through August 2016**

	Current	Year to Date	\$ Over (Under)	% of Budget Thru August
	August 2016	Oct 2015 - Aug 2016		
	Budget	Budget		
<b>Revenues</b>				
4000800 · Other Revenue				
4000845 · Interest Earned - Texstar	1	3	1	2
4000850 · Interest Earned - Prosperity	22	239	255	(16)
<b>Total 4000800 · Other Revenue</b>	<b>23</b>	<b>243</b>	<b>256</b>	<b>(13)</b>
<b>Total Revenues</b>	<b>23</b>	<b>243</b>	<b>256</b>	<b>(13)</b>
<b>Expense</b>				
5879000 · Reserves				
5879010 · Admin Reserves	0	0	256	(256)
<b>Total 5879000 · Reserves</b>	<b>0</b>	<b>0</b>	<b>256</b>	<b>(256)</b>
<b>Total Expense</b>	<b>0</b>	<b>0</b>	<b>256</b>	<b>(256)</b>
<b>Change in Net Position</b>	<b>23</b>	<b>243</b>	<b>0</b>	<b>243</b>
				<b>100%</b>

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

	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	Aug 2016	Oct 2015 - Aug 2016	Budget	Budget	Thru Aug
<b>Revenues</b>					
4000400 · Charges for Services					
4000460 · Park Impact	3,345	11,708	16,726	(5,018)	70%
<b>Total 4000400 · Charges for Services</b>	<b>3,345</b>	<b>11,708</b>	<b>16,726</b>	<b>(5,018)</b>	<b>70%</b>
4000800 · Other Revenue					
4000840 · Interest Earned	13	136	100	36	136%
<b>Total 4000800 · Other Revenue</b>	<b>13</b>	<b>136</b>	<b>100</b>	<b>36</b>	<b>136%</b>
<b>Total Revenues</b>	<b>3,359</b>	<b>11,844</b>	<b>16,826</b>	<b>(4,982)</b>	<b>70%</b>
<b>Expenditures</b>					
5606400 · Minor Capital Outlay					
5606410 · Land Improvements	0	0	500	(500)	0%
<b>Total 5606400 · Minor Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>500</b>	<b>(500)</b>	<b>0%</b>
5607400 · Capitalized Assets					
5607440 · Capital Machinery & Equipment	0	6,000	6,000	0	100%
<b>Total 5607400 · Capitalized Assets</b>	<b>0</b>	<b>6,000</b>	<b>6,000</b>	<b>0</b>	<b>100%</b>
5609000 · Reserves					
5609035 · Park Impact Reserves	0	0	10,326	(10,326)	0%
<b>Total 5609000 · Reserves</b>	<b>0</b>	<b>0</b>	<b>10,326</b>	<b>(10,326)</b>	<b>0%</b>
<b>Total Expenditures</b>	<b>0</b>	<b>6,000</b>	<b>16,826</b>	<b>(10,826)</b>	<b>36%</b>
<b>Net Change in Fund Balance</b>	<b>3,359</b>	<b>5,844</b>	<b>0</b>	<b>5,844</b>	<b>100%</b>

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	August 2016	Oct 2015 - Aug 2016	Budget	Thru August
			Budget	91%
<b>Revenues</b>				
4000400 · Charges for Services				
4000476 - Water Impact Fee	5,670	12,357	3,100	9,257
4000477 - Sewer Impact Fee	13,580	31,780	70,000	(38,220)
Total 4000400 · Charges for Services	19,250	44,137	73,100	(28,963)
				60%
4000800 · Other Revenue				
4000840 · Interest Earned	18	201	200	1
4000880 - Transfer In - Water Impact	0	0	0	0
Total 4000800 · Other Revenue	18	201	200	1
				101%
<b>Total Revenues</b>	<b>19,268</b>	<b>44,338</b>	<b>73,300</b>	<b>(28,962)</b>
<b>Expense</b>				
5859000 · Reserves				
5859020 - Water Impact Consultant Fee	0	0	40,600	(40,600)
5859030 - Sewer Impact Fees Reserve	0	0	32,700	(32,700)
Total 5859000 · Reserves	0	0	73,300	(73,300)
				0%
<b>Total Expense</b>	<b>0</b>	<b>0</b>	<b>73,300</b>	<b>(73,300)</b>
<b>Change in Net Position</b>	<b>19,268</b>	<b>44,338</b>	<b>0</b>	<b>44,338</b>
				100%

**Ovilla 4B Economic Development Corporation**  
**Actual vs Budget Review**  
October 2015 through August 2016

	Current	Year to Date	\$ Over (Under)	% of Budget
	August 2016	Oct 2015 - Aug 2016	Budget	Thru August
			Budget	9100%
<b>Revenues</b>				
4000100 · Taxes				
4000120 · Sales tax	9,655	87,468	81,838	5,630 107%
<b>Total 4000100 · Taxes</b>	<b>9,655</b>	<b>87,468</b>	<b>81,838</b>	<b>5,630 107%</b>
4000800 · Other Revenue				
4000840 · Interest Income	153	1,496	1,200	296 125%
4000990 - Reduction in Fund Balance			55,685	(55,685) 0%
<b>Total 4000800 · Other Revenue</b>	<b>153</b>	<b>1,496</b>	<b>56,885</b>	<b>(55,389) 3%</b>
<b>Total Revenues</b>	<b>9,808</b>	<b>88,963</b>	<b>138,723</b>	<b>(49,760) 64%</b>
<b>Expenditures</b>				
8102200 · Special Services				
8102230 · Legal Fees	0	0	500	(500) 0%
8102240 · Audit	0	1,600	1,600	0 100%
<b>Total 8102200 · Special Services</b>	<b>0</b>	<b>1,600</b>	<b>2,100</b>	<b>(500) 76%</b>
8102300 · Consultant Services				
8102310 · Consultant Fees	0	0	20,000	(20,000) 0%
<b>Total 8102300 · Consultant Services</b>	<b>0</b>	<b>0</b>	<b>20,000</b>	<b>(20,000) 0%</b>
8103100 · General Supplies				
8103110 · Office Supplies	29	29	100	(71) 29%
<b>Total 8103100 · General Supplies</b>	<b>29</b>	<b>29</b>	<b>100</b>	<b>(71) 29%</b>
8104200 · Travel Expense				
8104210 · Travel Expense	0	0	1,000	(1,000) 0%
8104220 · Professional Development	0	1,000	2,300	(1,300) 43%
<b>Total 8104200 · Travel Expense</b>	<b>0</b>	<b>1,000</b>	<b>3,300</b>	<b>(2,300) 30%</b>

**Ovilla 4B Economic Development Corporation**  
**Actual vs Budget Review**  
**October 2015 through August 2016**

	Current	Year to Date	\$ Over (Under)	% of Budget
	August 2016	Oct 2015 - Aug 2016	Budget	Budget
				Thru August
				9100%
8105300 - - Printing				
8105320 · Printing Expense	0	0	300	(300)
Total 8105300 - - Printing	0	0	300	(300)
8105500 - - Projects				
8105560 · Sewer Line	0	0	45,000	(45,000)
Total 8105500 - - Projects	0	0	45,000	(45,000)
8105600 · Insurance				
8105620 · Insurance - Liability	0	261	261	(0)
Total 8105600 · Insurance	0	261	261	(0)
8105700 · Other Expenses				
8105705 · Postage	0	0	100	(100)
8105730 · Memberships		3,350	3,350	0
8105740 · Advertising	0	3,610	5,300	(1,690)
8105765 · Business Expense	0	0	1,000	(1,000)
Total 8105700 · Other Expenses	0	6,960	9,750	(2,790)
816400 - Minor Capital Outlay				
8106420 · Buildings	0	0	52,500	(52,500)
Total 8106400 - Minor Capital Outlay	0	0	52,500	(52,500)
8109000 · Reserves				
8109015 · Administrative Reserves	0	384	2,912	(2,528)
8109215 · Admin. Expense to General Fund	0	1,875	2,500	(625)
Total 8109000 · Reserves	0	2,259	5,412	(3,153)
Total Expenditures	29	12,109	138,723	(126,614)
Net Change in Fund Balance	9,778	76,854	0	76,854
				100%

**Ovilla Municipal Development District**  
**Actual vs Budget Review**  
**October 2015 through August 2016**

	Current	Year to Date	\$ Over (Under)	% of Budget
	August 2016	Oct 2015 - Aug 2016	Budget	Thru August
			Budget	91%
<b>Revenues</b>				
4000100 · Taxes				
4000120 · Sales tax	4,510	38,694	40,919 (2,225)	95%
<b>Total 4000100 · Taxes</b>	<b>4,510</b>	<b>38,694</b>	<b>40,919 (2,225)</b>	<b>95%</b>
4000800 · Other Revenue				
4000840 · Interest Income	48	461	300 161	154%
<b>Total 4000800 · Other Revenue</b>	<b>48</b>	<b>461</b>	<b>300 161</b>	<b>154%</b>
<b>Total Revenues</b>	<b>4,558</b>	<b>39,155</b>	<b>41,219 (2,064)</b>	<b>95%</b>
<b>Expenditures</b>				
9102200 · Special Services				
9102230 · Legal Fees	0	0	250 (250)	0%
9102240 · Audit	0	1,600	1,600 0	100%
9102250 · Accounting	0	0	250 (250)	0%
<b>Total 9102200 · Special Services</b>	<b>0</b>	<b>1,600</b>	<b>2,100 (500)</b>	<b>76%</b>
9102300 · Consultant Services				
9102310 · Consultant Fees	0	0	534 (534)	0%
<b>Total 9102300 · Consultant Services</b>	<b>0</b>	<b>0</b>	<b>534 (534)</b>	<b>0%</b>
9103100 · General Supplies				
9103110 · Office Supplies	0	0	100 (100)	0%
<b>Total 9103100 · General Supplies</b>	<b>0</b>	<b>0</b>	<b>100 (100)</b>	<b>0%</b>
9104200 · Travel Expense				
9104220 · Professional Development	0	0	250 (250)	0%
<b>Total 9104200 · Travel Expense</b>	<b>0</b>	<b>0</b>	<b>250 (250)</b>	<b>0%</b>

**Ovilla Municipal Development District**  
**Actual vs Budget Review**  
**October 2015 through August 2016**

	Current	Year to Date	\$ Over (Under)	% of Budget Thru August
9105600 · Insurance				
9105620 · Insurance - Liability	0	261	261	(0) 100%
<b>Total 9105600 · Insurance</b>	<b>0</b>	<b>261</b>	<b>261</b>	<b>(0) 100%</b>
9105700 · Other Expenses				
9105705 · Postage	0	0	25	(25) 0%
<b>Total 9105700 · Other Expenses</b>	<b>0</b>	<b>0</b>	<b>25</b>	<b>(25) 0%</b>
9109000 · Reserves				
9109015 · Administrative Reserves	0	0	37,449	(37,449) 0%
9109215 · Admin. Expense to General Fund	0	375	500	(125) 75%
<b>Total 9109000 · Reserves</b>	<b>0</b>	<b>375</b>	<b>37,949</b>	<b>(37,574) 1%</b>
<b>Total Expenditures</b>	<b>0</b>	<b>2,236</b>	<b>41,219</b>	<b>(38,983) 5%</b>
<b>Net Change in Fund Balance</b>	<b>4,558</b>	<b>36,919</b>	<b>0</b>	<b>36,919 100%</b>

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

	Current	Year to Date	\$ Over	% of Budget
	August 2016	Oct 2015 - Aug 2016	(Under)	Thru August
		Budget	Budget	91%
<b>Revenues</b>				
4000991 · Insurance Contributions				
4000991 Insurance Contributions	15,094	161,073	0	161,073
Total 4000991 · Insurance Contributions	15,094	161,073	0	161,073
4000800 - Other Income				
4000840 - Interest Income	0	6	0	6
Total Revenues	15,094	161,079	0	161,079
<b>Expenditures</b>				
5902110 · Benefit Premiums				
5902110 · Benefit Premiums	15,094	161,320	0	161,320
Total 5902110 · Insurance	15,094	161,320	0	161,320
Total Expenditures	15,094	161,320	0	161,320
Net Change in Fund Balance	0	(241)	0	(241)

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	August 2016	Oct 2015 - Aug 2016	Budget	Thru August
			Budget	91%
<b>Revenues</b>				
4000800 · Other Revenue				
4000815 · Gifts	0	1,050	1,050	0 100%
<b>Total 4000800 · Other Revenue</b>	<b>0</b>	<b>1,050</b>	<b>1,050</b>	<b>0 100%</b>
<b>Total Revenues</b>	<b>0</b>	<b>1,050</b>	<b>1,050</b>	<b>0 100%</b>
<b>Expenditures</b>				
5333400 · Maintenance Supplies and Parts				
5333460 · Supplies - Miscellaneous	0	0	1,050	(1,050) 0%
<b>Total 5333400 · Maintenance Supplies and Parts</b>	<b>0</b>	<b>0</b>	<b>1,050</b>	<b>(1,050) 0%</b>
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>1,050</b>	<b>(1,050) 0%</b>
<b>Net Change in Fund Balance</b>	<b>0</b>	<b>1,050</b>	<b>0</b>	<b>1,050 100%</b>

**Ovilla Police Department Special Fund**  
**Actual vs Budget Review**  
October 2015 through August 2016

	Current	Year to Date	\$ Over (Under)	\$ Over Budget	% of Budget
	August 2016	Oct 2015 - Aug 2016			Thru August
<b>Revenues</b>					
4000800 · Other Revenue					
4000815 · Gifts	120	370	170	200	217.65%
Total 4000800 · Other Revenue	120	370	170	200	217.65%
Total Revenues	120	370	170	200	217.65%
<b>Expenditures</b>					
5232600 · Special Expenses					
5232690 · Special Expenses - Other	0	159	170	(11)	93.67%
Total 5232600 · Special Expenses	0	159	170	(11)	93.67%
Total Expenditures	0	159	170	(11)	93.67%
Net Income	120	211	0	211	100%



**To:** Honorable Mayor and Council Members  
**From:** Dennis Burn, City Manager  
**Subject:** Information Report - September 26, 2016 through September 30, 2016

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This report is to provide you an overview of City Manager information items for the week ending September 30, 2016. Each of these reports are included in the City Council regular agenda packets under the heading "Administration Activity Report".

#### **Park Board Meeting**

There will be a meeting of the Park Board on Monday, October 3 at 5:00 PM.

#### **Planning and Zoning Commission Meeting**

There will be a meeting of the Planning and Zoning Commission on Monday, October 3 at 6:00 PM. This meeting will include the first Water and Sewer Impact Fee Study Advisory Committee meeting. Our City Engineer will make a presentation.

#### **National Night Out**

National Night Out will be held at our baseball fields starting at 6:00 PM on Tuesday, October 4. Our Police Department and Fire Department will be in attendance to meet and greet visitors. Food will be served and there will be entertainment.

#### **Heritage Day**

This is only my second Heritage Day to attend but I was impressed with the parade, the booths and all participants. I want to thank the City Council and City staff for all they did to make this a successful event.

#### **Hidden Valley Estates Subdivision**

I am working on a development agreement for the project. The agreement will follow the format of our Development Agreement that we have in place with the Bryson Manor developer.

#### **Bryson Manor Subdivision**

I am working with the developer to revise page 5 of our Development Agreement. Under "Off-Site Roadway Improvements" of the agreement the developer is entitled to make payments to the City, per each of the 3 phases, in lieu of actual construction of Bryson Lane and Shiloh Road improvements. Because the number of lots that will actually be built in Phase 2 and 3 are different than what is stated in the Development Agreement, the agreement must be amended to show the actual number of lots for Phase 2 and 3.



We have been paid for Phase 1 the amount shown in the agreement as the lots that were actually constructed match the number of lots shown in the agreement. The total amount agreed to be paid the City will remain the same. The amounts to be paid the City for Phase 2 and 3 will change.

#### **New Home Permits**

Today we have 50 new home permits issued or waiting to be picked up by the applicant for the period of October 1, 2015 to September 30, 2016.

#### **City Council Chambers**

I did receive a proposal to install a 60" diagonal television mounted on the wall behind the dais. Upon review of the proposal I have decided to seek another opinion.



**To:** Honorable Mayor and Council Members  
**From:** Dennis Burn, City Manager  
**Subject:** Information Report - September 19, 2016 through September 23, 2016

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This report is to provide you an overview of City Manager information items for the week ending September 23, 2016. Each of these reports are included in the City Council regular agenda packets under the heading "Administration Activity Report".

### Heritage Day

As a reminder, Heritage Day is Saturday. The parade begins at 9:00 AM. To date we have 70 booth reservations. The weather forecast is for a high of 90 with an 60% chance of afternoon thunderstorms. I delivered your new shirts to your homes on Wednesday.

### Home Owner's Associations (HOA)

According to the City Attorney...HOA rules/covenants have to be enforced by the HOA. They cannot be enforced by a city. One line of thought is that if a city requires evidence of HOA approval, the city is attempting to enforce HOA rules. The other line of thought is that the city is not enforcing HOA rules, but is merely trying to stay out of any conflict that may exist between the city's building ordinances and the HOA's rules. It's kind of a gray area, legally speaking. There are a few cities around the area that do require evidence of HOA approval. Those cities are home-rule cities and therefore have broader rule making power than a general law city. By and large, most cities (home-rule or general) do not require evidence of HOA approval. I have consulted with attorney Terry Morgan about this issue. I think Terry is the best municipal land use attorney in Texas. His advice is to stay away from requiring HOA approval because not only is there a question as to legality, but such a requirement only further wraps a city in conflicts between and HOA and its members. I do think we should include a statement on our permit applications that would state something like this:

**While your project may be approved and permitted by the City, you should check your deed restrictions and HOA requirements before applying for a permit. Obtaining a permit from the City does not ensure your right to commence a project. The City does not reference or enforce HOA restrictions and/or requirements.**



### City Council Chambers

I will be receiving a proposal to install a 60" diagonal television mounted on the wall behind the dais. The agenda will be displayed on the television screen through a laptop computer that will be advanced through the agenda by staff. In this way the public will have a clear view of the proceedings without having to turn their heads or turning in their chairs. The public will be facing the meeting members as the public follow the agenda. I feel that this is better than my previous idea of ceiling mounting the existing projector with the existing screen remaining on the wall in a different position.

### Meadow Glen Water Seepage

I met with a resident that lives on Meadow Glen. He was concerned about why it took so long to find the leak and what will the City do going forward in not allowing a similar circumstance. There really is no excuse for why it took so long to discover the problem especially in light of the fact that we had experienced similar leaks in the past. We will be more diligent in the future to ensure that leaks are detected early and solved quickly.

### FM 664 Improvements

I have been informed that the improvements to FM 664 have been delayed from a bid letting date of February 2017 and a construction start date of April 2017 to both items occurring sometime in 2018. I am not aware of when in 2018. The cause of the delay is AT&T's inability to relocate their facilities to accommodate the 2017 schedule.

### New Home Permits

New home permits either issued or waiting to be picked up is 49. One more permit next week and my estimate of 50 for the fiscal year will be correct.



**To:** Honorable Mayor and Council Members  
**From:** Dennis Burn, City Manager  
**Subject:** Information Report - September 12, 2016 through September 16, 2016

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This report is to provide you an overview of City Manager information items for the week ending September 16, 2016. Each of these reports are included in the City Council regular agenda packets under the heading "Administration Activity Report".

#### **Fire Department**

The new fire engine will be christened on Tuesday, September 20 at 6:00 PM in front of the Fire Station. The ESD No. 2 board has been invited. Please plan on being in attendance. After the ceremony the engine will be placed in service. A notice of potential quorum has been posted.

#### **Police Department**

Sergeant Damian Snavely's last day with the Ovilla Police Department is Saturday, September 17. One of our current patrol officers, Jeffery Seif, will take over as Sergeant on Sunday, October 2. Mr. Seif is an excellent officer and will serve us well.

#### **4B Economic Development Corporation (EDC)/Zoning Board of Adjustments (BOA)**

The EDC will meet at 6:00 PM on Monday, September 19. At the meeting Orasi will make a presentation on the Strategic Plan. The BOA will meet at 7:00 PM following the EDC meeting.

#### **Budget Implementation**

I have developed a "to do" list of what specific items are to be implemented with the FY 2016-2017 Budget. The list has been given to and discussed with each department head.

#### **Fuel**

Our City owned vehicles are fueled primarily at the Shell on FM 664 here in Ovilla. We are given a 1.4% discount at Shell off the pump price. We are also given a fuel tax credit. The August 2016 total discount and fuel tax credit to Ovilla was \$352.72.

#### **Ellis County**

Ellis County has awarded contracts for their annual pavement rehabilitation and resurfacing services, based on unit prices, that they received from various contractors for cement stabilization/2" overlay and 2" overlay only. The bids came in lower than what I used to calculate the improvements to Water Street and Lariat Trail for the FY 2016-2017 Budget.



**To:** Honorable Mayor and Council Members  
**From:** Dennis Burn, City Manager  
**Subject:** Information Report - September 5, 2016 through September 9, 2016

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This report is to provide you an overview of City Manager information items for the week ending September 9, 2016. Each of these reports are included in the City Council regular agenda packets under the heading "Administration Activity Report".

#### City Council Meeting

There will be a City Council meeting on Monday, September 12 starting at 6:00 PM with the Briefing Session followed by the Regular Session at 6:30 PM. Our attorney will be present for the Executive Session portion of the Regular Session.

#### Golden Chick

The construction plans have been reviewed and approved. The permit has been paid for and picked up by the applicant.

#### Cockrell Hill Road

Road edge indicators have been placed along the curve across from City Hall. We are contacting the striping company for them to do some touch up work. Some of the culverts that had previously been cleaned will be cleaned out again.

#### Hidden Valley Estates Subdivision

The developer requested information regarding square footage requirements for two story houses. I provided the following from the Subdivision Ordinance:

#### **Sec. 10.02.130 Minimum square feet for living area in newly erected buildings which are tied onto approved sanitary sewer**

**(a) No permit shall be issued by the city for the erection or construction of any residential house or building within the city limits or extraterritorial jurisdiction of Ovilla unless the square feet living area (exclusive of porches and garages) in such building equals two thousand four hundred (2,400) square feet of living area.**

**(b) A minimum of sixty percent (60%) of the total living area for a residential house or building shall be on the first story or ground level of a residential house or building for new homes constructed after the effective date of this section**



The developer has indicated that the requirement of 60% on the ground level will not work for their builder. The developer has requested a variance to allow equal square footage (50% ground level and 50% second level) on both floors. This variance request will be placed on the October 11 City Council meeting agenda for consideration.

### City Council Chambers

Next week our projector that displays the agenda on the screen will be ceiling mounted and the screen moved. This will eliminate the congested area in front of the City Council bench and provide better viewing for the public.

### Patriot Day

Sunday, September 11<sup>th</sup>, 2016 marks the 15-year anniversary of the 9/11 terrorist attacks on the World Trade Center in New York City, the Pentagon and United Airlines Flight 93 which crashed in suburban Pennsylvania. Patriot Day serves as a remembrance of the lives lost that September morning.

Please fly your flag at half-staff and observe a moment of silence at 7:46 AM local time.

## Ovilla Municipal Court Report

FY-2015-2016	Total Traffic Cases Filed	State Law Cases Filed	Parking Cases Filed	Penal Code Cases Filed	City Ordinance Filed	Trials	Total Revenue	Amount Kept by City	Amount sent to State	Warrants Issued	Cases sent to Collections
October	12	0	0	1	0	1	\$6,503.40	\$4,829.79	\$1,673.61	18	18
November	30	0	6	1	1	0	\$6,343.00	\$4,506.02	\$1,836.98	6	6
December	36	1	0	0	0	0	\$4,249.52	\$2,462.16	\$1,787.36	5	5
January	103	1	0	2	6	0	\$8,208.30	\$4,486.94	\$3,721.36	8	8
February	227	2	0	0	0	0	\$23,074.90	\$12,744.35	\$10,330.55	6	6
March	104	0	0	1	0	0	\$28,633.00	\$16,155.86	\$12,477.14	11	11
April	94	0	0	2	0	0	\$17,970.30	\$9,158.08	\$8,812.22	21	21
May	132	1	0	1	3	2	\$16,137.40	\$8,766.04	\$7,371.36	32	32
June	154	0	0	1	2	0	\$19,417.26	\$10,205.87	\$9,211.39	20	20
July	132	0	0	0	6	0	\$23,993.55	\$12,997.60	\$10,995.95	27	27
August	84	0	0	1	7	3	\$20,658.73	\$12,266.79	\$8,391.94	1	1
September	120	0	0	1	2	7	\$20,165.60	\$11,225.37	\$8,940.23	40	40
<b>Totals</b>	<b>1228</b>	<b>5</b>	<b>6</b>	<b>11</b>	<b>27</b>	<b>13</b>	<b>\$195,354.96</b>	<b>\$109,804.87</b>	<b>\$85,550.09</b>	<b>195</b>	<b>195</b>

### 2014-2015 FY

September	13	0	0	2	0	0	\$7,548.10	\$5,819.99	\$1,728.11	9
<b>FY Totals</b>	<b>300</b>	<b>8</b>	<b>0</b>	<b>24</b>	<b>23</b>	<b>5</b>	<b>\$67,590.89</b>	<b>\$41,999.30</b>	<b>\$25,591.29</b>	<b>119</b>

FY-2015-2016	Total # of Warrants	Total Amount of Warrants	Warrants Cleared	Warrants Amount
October	398	\$140,651.01	11	\$2,061.60
November	386	\$135,375.84	18	\$4,541.00
December	386	\$136,131.44	5	\$1,897.07
January	392	\$138,629.21	2	\$1,178.53
February	391	\$138,216.61	7	\$2,827.30
March	375	\$131,858.32	27	\$7,231.83
April	392	\$138,396.92	4	\$177.00
May	412	\$146,009.55	12	\$3,666.00
June	423	\$149,347.05	9	\$1,666.05
July	441	\$156,914.85	9	\$1,965.40
August	421	\$149,588.95	21	\$6,540.23
September	458	\$163,031.75	3	\$1,657.20
<b>Totals</b>			<b>128</b>	<b>\$35,409.21</b>

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

To: Mayor Richard Dormier  
 Ovilla City Council

**Subject:Animal Control Monthly Report**

Calls For Service	Sept. 2016	Sept.2016 YTD	Sept. 2015	
Complaint (Regist-22 At Large-12 Barking 5)	39	332	22	
Follow up 43	43	180	30	
Door Notice (Regis-20, Barking-5 at large-3)	31	221	21	
Impounded Animal (Dog 2 )	2	51	11	
Animal Welfare Check	3	47	4	
Impound Results (Return-1, Transport1)	2	42	9	
Impound fee collected	\$45	\$1,136	205	
Court( )	\$0	\$266	0	
Citizen Contacts	47	357	32	
Registration Tags Issued	17	139	13	
Registration Letter issued 20	20	201	18	
Nuisance Letter Mailed 5 Barking	5	31	2	
Animals released (2 arma,1 raccoon 1 snake ,)	4	24	13	
Deceased/removed	23	216	13	
Oak Leaf	2	15	3	
Traps Checked Out	4	39	9	



To: Honorable Mayor and Council Members

From: Mike Dooly, Community Services

Subject: Monthly and Y-T-D Building permits

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Activity Report:

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

Total Homes = 50

Total Other = 287

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

- September 2016-New home construction 50 / Other: 29
- August 2016- New home construction: 10 / Other: 22
- July 2016 - New home construction: 5 / Other: 15
- June 2016 – New home construction: 10 / Other: 25
- May 2016 – New home construction: 2 / Other: 16
- April 2016 – New home construction: 2 / Other: 21
- March 2016 – New home construction: 2 / Other: 24 (9 are sign permits)
- February 2016 – New home construction: 1 / Other: 36 (10 are sign permits)
- January 2016 – New home construction: 0 / Other: 29
- December 2015 – New home construction: 3 / Other: 15
- November 2015 - New home construction: 0 / Other: 27
- October 2015 – New home construction: 1 / Other: 20

**CONSENT ITEMS C1 – C3**

**Meeting Date:** October 11, 2016

**Department:** Administration/Finance

**Discussion**  **Action**

**YES**  **NO**  **N/A**

**Submitted by:** Staff

**Amount:** N/A

**Attachments:**

- C1. August 2016 Financial Transactions over \$5,000
- C2. Briefing Session Minutes of the August 08, 2016 Council Meeting
- C3. Briefing Session and Regular Minutes of the September 12, 2016 Council Meeting

**Discussion / Justification:**

All consent items are attached for Council consideration.

**Recommendation / Staff Comments:**

Staff recommends approval.

**Sample Motion(s):**

I move to approve the consent items as presented.



DATE: October 11, 2016

TO: Honorable Mayor and Council Members

FROM:  
Linda Harding, Accountant

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

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

General Fund					
Date	Check#	Payee	Description	Amount	
8/5/2016	45393	T.M.R.S.	Retirement	\$19,758.59	
8/5/2016	45408	US Bank	Interest/Principal Debt Service	\$476,512.50	
8/10/2016	45414	Ridgeline General Contractors	PD - remodel of entry 1st installment	\$7,495.00	
8/11/2016	ach	Quick Books Payroll Service	Payroll	\$42,993.32	
8/12/2016	45411	US Treasury	Payroll Taxes	\$7,882.82	
8/12/2016	45420	Bureau Veritas North America	Inspections	\$9,535.01	
8/19/2016	45452	Siddens-Martin Emergency Grp	E702 Radiator Replacement	\$6,346.38	
8/25/2016	ach	Quick Books Payroll Service	Payroll	\$44,478.08	
8/26/2016	45458	US Treasury	Payroll Taxes	\$7,866.54	
8/26/2016	45483	Sam Pack's Five Star Ford	2016 Police Interceptor	\$33,218.03	
8/30/2016	45499	Blue Cross Blue Shield of Texas	Health Insurance	\$10,729.24	

Total General Fund Transactions \$5,000 and Over \$666,815.51

Water & Sewer Fund					
Date	Check#	Payee	Description	Amount	
8/12/2016	16391	City of Ovilla General Fund	pr 8 12 16	\$8,617.03	
8/17/2016	16392	City of Ovilla General Fund	Solid Waste	\$22,891.32	
8/19/2016	16398	City of Dallas	Water	\$54,012.65	
8/19/2016	16403	Fuquay, Inc.	Liftstation and Manhole Refurbish	\$34,434.75	
8/26/2016	16414	City of Ovilla General Fund	pr 8 26 16	\$9,367.34	
8/26/2016	16381	Trinity River Authority	Sewer	\$22,567.00	

Total Water & Sewer Fund Transactions \$5,000 and Over \$151,890.09

# CITY OF OVILLA MINUTES

**Monday, August 08, 2016**

**City Council Briefing Session**

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

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Mayor Dormier called the Council Briefing Session of the Ovilla City Council to order at 6:02 p.m., with notice of the meeting duly posted. Mayor Dormier made the following public announcement asking all individuals to be cognizant of the two signs at the entrance to the Council Chamber room referencing Sections 30.06 and 30.07 of the *Penal Code, persons licensed under Subchapter H, Chapter 411, Government Code may not enter this property with a concealed handgun nor enter this property with a handgun that is carried openly.*

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The following City Council Members were present:

Rachel Huber	Council Member, Place 1
Larry Stevenson	Council Member, Place 2
David Griffin	Council Member, Place 3, Mayor Pro Tem (arrived at 6:15 pm)
Doug Hunt	Council Member, Place 4
Michael Myers	Council Member, Place 5

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

## **CALL TO ORDER**

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

Council, Mr. Burn and staff reviewed each item on the agenda. Regarding the Consent Agenda, Council confirmed with staff that the committed fund balance was compliant at 25%.

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

1. *Presentation by Police Chief Windham on proposed and essential renovations to the police building.*

Chief Windham gave a PowerPoint presentation with photos of the current conditions inside the police building and the needs for various renovations that included security issues.

## **ADJOURNMENT**

Mayor Dormier adjourned the Briefing Session of the Ovilla City Council at 6:38 p.m.

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ATTEST:

Pamela Woodall, City Secretary

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Richard A. Dormier, Mayor

**Approved October 11, 2016**

# CITY OF OVILLA MINUTES

**Monday, September 12, 2016**

***City Council Briefing Session***

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

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Mayor Dormier called the Council Briefing Session of the Ovilla City Council to order at 6:03 p.m., with notice of the meeting duly posted. Mayor Dormier made the following public announcement asking all individuals to be cognizant of the two signs at the entrance to the Council Chamber room referencing Sections 30.06 and 30.07 of the *Penal Code, persons licensed under Subchapter H, Chapter 411, Government Code may not enter this property with a concealed handgun nor enter this property with a handgun that is carried openly.*

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The following City Council Members were present:

Rachel Huber	Council Member, Place 1
Larry Stevenson	Council Member, Place 2
David Griffin	Council Member, Place 3
Doug Hunt	Council Member, Place 4 (arrived at 6:04 p.m.)
Michael Myers	Council Member, Place 5

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

## **CALL TO ORDER**

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

Council, Mr. Burn and staff reviewed each item on the agenda.

## **ADJOURNMENT**

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

ATTEST:

Pamela Woodall, City Secretary

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Richard A. Dormier, Mayor

***Approved October 11, 2016***

# CITY OF OVILLA MINUTES

**Monday, September 12, 2016**

**Regular City Council Meeting**

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

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

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The following City Council Members were present:

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

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

Mayor Pro Tem Griffin gave the Invocation and PL1 Huber led the recitation of the Pledge of Allegiance.

Mayor Dormier moved the order of the agenda to read aloud and present a proclamation to Ms. Pat Thibodeau honoring NSDAR Constitution Week.

At 6:36 p.m., Mayor Dormier announced that the Mayor, Council, City Attorney Ron G. MacFarlane, Jr., City Manager Dennis Burn and City Secretary Pam Woodall would adjourn into Executive Session pursuant to Section 551.071 of the Texas Government Code.

## EXECUTIVE SESSION

ITEM 1. Closed session pursuant to Sec. 551.071 of the Texas Government Code: Consultation with city attorney on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflict with the Texas Open Meetings Act.

Mayor Dormier, Council, City Attorney Ron G. MacFarlane, Jr., City Manager Dennis Burn and City Secretary Pam Woodall reconvened into regular session at 7:57 p.m. Mayor Dormier announced that no action was taken in the Executive Session.

## COMMENTS, PRESENTATIONS

- **Citizen Comments**
  1. Mr. Mark Gibbons, 302 Ovilla Oaks, spoke about revisiting the burn-permitting ordinance and the police department equipment needs.
- **Presentations**
  - City Attorney Ron G. Macfarlane, Jr. was scheduled to give a presentation on the Open Meetings Act. The presentation was postponed for a future meeting.
- **Proclamations**
  - NSDAR, Constitution Week – occurred prior to the Executive Session
  - Heritage Day Event – Mayor Dormier read aloud
  - National Night Out/Ovilla Night Out – Mayor Dormier read aloud

## CONSENT AGENDA

- C1. July 2016 Financial Transactions over \$5,000
- C2. Annual calendar of Council meetings and approved holidays.

- C3. Consideration of and action on an Interlocal Agreement for providing emergency services effective October 1, 2016, by and between Ellis County Emergency Services District No. 2 and the City of Ovilla.
- C4. Consideration of and action on an Interlocal Agreement for providing emergency services effective October 1, 2016, by and between Ellis County Emergency Services District No. 4 and the City of Ovilla.
- C5. Council Minutes of the September 01, 2016 Special Meeting, Tax Rate PH/Budget Workshop.
- C6. Council Minutes of the August 22, 2016 Special Meeting, Tax Rate PH/Budget Workshop.
- C7. Briefing Session and Regular Minutes of the August 08, 2016 Council Meeting.
- C8. Council Minutes of the August 04, 2016 Special Budget Workshop meeting.

PL2 Stevenson moved to approve consent items C1, C2, C5, C6, C7, and C8, pulling C3, and C4 for consideration under Item 10, seconded by PL1 Huber.

*No oppositions, no abstentions.*

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

#### **PUBLIC HEARING**

**PUBLIC HEARING AND DISCUSSION** – Receive public comments on the Proposed Fiscal Year 2016-2017 Budget.

- City Manager Dennis Burn gave a brief presentation.

Mayor Dormier opened the public hearing at 8:08 p.m.

There was no one to speak in favor or opposition of the budget. There were no comments.

Mayor Dormier closed the public hearing at 8:09 p.m.

#### **REGULAR AGENDA**

**ITEM 2. DISCUSSION/ACTION** – Consideration of and action on Ordinance 2016-15 approving and adopting the Budget and making appropriations for the support of the City Government of the City of Ovilla, Texas for the Fiscal Year beginning October 01, 2016 and ending September 30, 2017; providing an effective date.

City Manager Dennis Burn advised that Ordinance 2016-15 was presented for adoption of the budget for the Fiscal Year October 1, 2016 – September 30, 2017. The budget is based on the proposed tax rate of \$0.7000 per \$100 dollars of valuation, with a Maintenance and Operation rate of \$0.5320 and a debt rate of \$0.1680. This tax rate was proposed by record vote from Council during the August 04 2016, Council Meeting and Budget Workshop.

Highlights of the Budget include:

##### ***Capital Expenditures***

1. Replace one police vehicle
2. Add one crew-cab truck in Public Works
3. Command Vehicle in Fire Department
4. Upgrade restroom facilities in municipal building
5. Design and construction for the Heritage Park Impact line
6. Rehab Lariat Trail and overlay Water Street
7. Installation of public restrooms in Heritage Park
8. Monument signs
9. Radio upgrades and infrastructure
10. Three solar-battery powered outdoor sirens
11. Installation of new waterline for FM 664 widening project.

**Personnel**

1. Added 1 new position in front city offices
2. Increased funding to meet staffing needs in the Fire Department to include an agreed amount from the Emergency Services District #2.
3. \$1 per hour increase to all police and public works personnel

*This budget will raise more revenue from property taxes than last year's budget by an amount of \$181,353, which is a 9.30% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$101,751.*

Mayor Pro Tem Griffin moved that the Ovilla City Council approve Ordinance 2016-15, approving and adopting the Budget and making appropriations for the support of the City Government of the City of Ovilla for the Fiscal Year beginning October 01, 2016 and ending September 30, 2017; providing an effective date, seconded by PL2 Stevenson.

**RECORD VOTE:**

MAYOR PRO-TEM Griffin - Aye	PLACE 1 Huber - Aye
PLACE 2 Stevenson - Aye	PLACE 4 Hunt - Aye
PLACE 5 Myers - Aye	

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

**ITEM 3. DISCUSSION/ACTION – Consideration** of and action on Ordinance 2016-16 levying, assessing and fixing the tax rate for the use and support of the municipal government of the City of Ovilla, Texas, and providing for the Debt Service Fund for Fiscal Year 2016-2017 and apportioning each levy for the specific purpose, and providing for collection of all annual taxes provided by state law; and providing an effective date.

During the August 04, 2016 Council Meeting and Budget Workshop, Council took a record vote for the proposed rate for Fiscal Year 2016-2017. Staff presented an ordinance to adopt the tax rate for FY 2016-2017 as proposed.

A **TAX RATE** of **\$0.700000** per \$100 valuation proposed by the governing body of the City of Ovilla, with a Maintenance and Operation Rate of 0.5320 and a debt rate of 0.1680.

PROPOSED TAX RATE	\$0.700000 per \$100
PRECEDING YEAR'S TAX RATE	\$0.700000 per \$100
EFFECTIVE TAX RATE	\$0.665890 per \$100
ROLLBACK RATE	\$0.758867 per \$100

Truth-n-Taxation Law requires that the governing body adopt the tax rate as an official action and set it out in a written ordinance or resolution. The Council's record vote on the proposed rate (same rate of \$0.7000) is an increase in ad valorem revenue for 2016. Therefore, two public hearings were required and conducted on August 22 and September 1. Legal requirements have been met. Staff presented the ordinance for adoption.

This year's proposed tax rate of \$0.7000 is the recommended rate.

**FINANCIAL IMPACT:**

*This budget will raise more total property taxes than last year's budget by 9.30 % and of that amount, \$101,751, is tax revenue to be raised from new property added to the roll this year.*

August 04, 2016, Council took a record vote on a proposed/recommended Tax Rate of \$0.7000 :

**First Motion & Record Vote:**

PL4 Hunt moved that the Council hereby approve the 2016 property tax rate be a total of \$0.7000 per \$100 valuation with a Maintenance and Operation rate of \$0.5320 and a debt rate of \$0.1680, seconded by PL2 Stevenson.

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

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

## RECORD VOTE:

MAYOR PRO-TEM Griffin - Aye      PLACE 1 Huber - Aye  
 PLACE 2 Stevenson - Aye      PLACE 4 Hunt - Aye  
 PLACE 5 Myers - Aye

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

**Second Motion & Vote adopting Ordinance:**

PL2 Stevenson further moved that the Council hereby approve Ordinance 2016-16 levying, assessing and fixing the tax rate for the use and support of the municipal government of the City of Ovilla, Texas, and providing for the Debt Service Fund for Fiscal Year 2016-2017 and apportioning each levy for the specific purpose, and providing for collection of all annual taxes provided by state law; and providing an effective date, seconded by PL1 Huber.

## RECORD VOTE:

MAYOR PRO-TEM Griffin - Aye      PLACE 1 Huber - Aye  
 PLACE 2 Stevenson - Aye      PLACE 4 Hunt - Aye  
 PLACE 5 Myers - Aye

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

**ITEM 4. DISCUSSION/ACTION** – Consideration of and action on Ordinance 2016-17 of the City of Ovilla, Texas, ratifying the budget for the 2016-2017 tax year that raised more revenue from property taxes than in the previous year.

PL1 Huber moved that Council approve and adopt Ordinance 2016-17 ratifying the budget for the Fiscal Year 2016-2017 that will raise more revenue from property taxes than in the previous year, seconded by PL2 Stevenson.

## RECORD VOTE:

MAYOR PRO-TEM Griffin - Aye      PLACE 1 Huber - Aye  
 PLACE 2 Stevenson - Aye      PLACE 4 Hunt - Aye  
 PLACE 5 Myers - Aye

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

**ITEM 5. DISCUSSION/ACTION** – Consideration of and action on Resolution R2016-11, adopting the 2016 Social Media Policy of the City of Ovilla, Texas.

The Ovilla Park Board voiced interest and raised ideas to reach a larger group of the community and believed they could accomplish their efforts through social media. A request was made through staff to acquire permission from Council to operate a social media account, which raised some security and operational questions. Legal counsel was consulted and drafted a resolution to amend the City's current social media policy.

PL2 Stevenson moved that Council approve Resolution R2016-11, adopting the 2016 Social Media Policy of the City of Ovilla, Texas, seconded by Mayor Pro Tem Griffin.

*No oppositions, no abstentions.*

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

**ITEM 6. DISCUSSION/ACTION** – Consideration of and action on Ordinance 2016-18 adopting new Standard Construction Details dated September 2016; providing a savings clause; providing a severance clause; providing for immediate effect; and providing for publication.

Staff presented an Ordinance updating the City's Standard Construction Details. The current Standard Construction Details were dated December 2003. The presented document included details representing current construction practices along with conformance to North Central Texas Council of Governments and Texas Commission on Environmental Quality standards. Sanitary Sewer details were updated to help minimize

inflow and infiltration. City staff and the City Engineer have reviewed these updated details. Staff recommended approval of the ordinance and adoption of the updated Standard Construction Details.

PL4 Hunt moved to approve Ordinance 2016-18 adopting new Standard Construction Details dated September 2016; providing a savings clause; providing a severance clause; providing for immediate effect; and providing for publication, seconded by PL2 Stevenson.

*No oppositions, no abstentions.*

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

**ITEM 7. DISCUSSION/ACTION** – Consideration of and action on an Official Ballot of the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election, Places 6-9 to serve 6-year terms, authorizing the Mayor to execute said Official Ballot upon approval by City Council.

As Texas Municipal League Intergovernmental Risk Pool (TMLIRP) members, Ovilla is entitled to vote for Board of Trustees members. Places 6-9 have candidates listed on the ballot to serve six-year terms.

PL4 Hunt moved that Ovilla submit an official ballot of the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election, for Places 6-9 to serve 6-year terms as listed, authorizing the Mayor to execute said Official Ballot upon approval by City Council, seconded by PL1 Huber.

Place 6 - Mary Gauer

Place 7 - C. J. Wax

Place 8 - Larry Melton

Place 9 - Andres Garza

*No oppositions, no abstentions.*

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

**ITEM 8. DISCUSSION** – Discuss progress and receive updates on activities related to 2016 Heritage Day celebration, Saturday, September 24, 2016.

As coordinator to the event, PL4 Hunt shared a brief summary of the planning for the event. Michelle Carter, Gold Medal Olympian in the shot put is a resident is Ovilla and committed to ride in the parade and stay for the event. Mayor Dormier will present her with a proclamation. Sponsorships were documented at \$22,500. PL4 Hunt asked for help with handicap parking and assisting those with limited mobility in the use of golf carts.

***NO ACTION.***

**ITEM 9. DISCUSSION** – Review Home Owner Association (HOA) Rules with regard and consideration to the City permitting process.

Council voiced an interest for a means to document the City's residential building permit application for various projects, ensuring that these projects were reviewed and approved by the applicant's Home Owners Association (HOA). Whereas, it is understood that the HOA does not govern City Code, it could prove beneficial and a positive step to avoid conflict, as well as open communication for the applicant, the HOA and the City. Staff modified the City of Ovilla Residential Permit Application, with a highlighted field, and attached for Council review and will ask the city attorney to review.

***NO ACTION.***

**ITEM 10. DISCUSSION/ACTION** – Consideration of any item(s) pulled from the Consent Agenda above for individual consideration and action.

The listed consent items were pulled for discussion and consideration.

- C3. Consideration of and action on an Interlocal Agreement for providing emergency services effective October 1, 2016, by and between Ellis County Emergency Services District No. 2 and the City of Ovilla.
- C4. Consideration of and action on an Interlocal Agreement for providing emergency services effective October 1, 2016, by and between Ellis County Emergency Services District No. 4 and the City of Ovilla.

Council's consensus was to take no action at this time on Consent Item 3 asking staff to return with clarity to certain sections in the Agreement with regard to insurance within the agreement.

PL4 Hunt moved to approve Consent Item C4, Interlocal Agreement for providing emergency services effective October 1, 2016, by and between Ellis County Emergency Services District No. 4 and the City of Ovilla as presented, seconded by PL1 Huber.

*No oppositions, no abstentions.*

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

#### DEPARTMENT REPORTS

- Department Activity Reports / Discussion
  - 1. Police Department
    - Monthly Report was reviewed.
  - 1. Fire Department
    - Monthly Report was reviewed.
      - 1. Fire personnel were commended for responding to a heart attack victim.
  - 2. Public Works
    - Monthly Report was reviewed.
      - 1. Monthly Park Maintenance
  - 1. Finance Department
    - July 2016 Financials – questioned if the water sales budget would be met.
  - 1. Administration
    - City Manager Reports – as of this date, 48 housing permits were processed.
      - 1. Culverts need debris removed.
    - Monthly Municipal Court Report was reviewed
    - Monthly Code/Animal Control Reports
      - 1. Permits
      - 2. Mosquito testing resulted in negative outcome.

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

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

#### ADJOURNMENT

PL2 Stevenson moved to adjourn the August 08, 2016 Council Meeting, seconded by PL4 Hunt. There being no further business, Mayor Dormier adjourned the meeting at 9:40 p.m.

ATTEST:

Pamela Woodall, City Secretary

*Executive Session filed separately.*

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Richard A. Dormier, Mayor

***Approved October 11, 2016***

## AGENDA ITEM REPORT Item 1

Meeting Date: October 11, 2016

Discussion  Action

Submitted By: Dennis Burn, CM

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

Department: Administration

Budgeted Expense:  YES  NO  N/A

Amount: N/A

### Attachments:

1. Correspondence from Developer Requesting a Variance to Section 10.02.130 of the Subdivision Ordinance.
2. Exhibits of sample front elevations.

### Agenda Item / Topic:

ITEM 1. **DISCUSSION/ACTION** – Consideration of and action on a request from applicant, Alluvium Development, Inc., for a variance to Section 10.02.130 (b) of the Ovilla Code of Ordinances for the Hidden Valley Estates Subdivision regarding 2-story residential square footage requirements.

### Discussion / Justification:

Alluvium Development Inc., the developer of the Hidden Valley Estates Subdivision, is requesting a variance to Section 10.02.130 of the Subdivision Ordinance. Section 10.02.130 is printed below. The developer desires to be allowed to build two story houses with 50% of the living area on the first floor and 50% of the living area on the second floor. As a reminder, the City Council approved the preliminary plat for this subdivision and approved a variance request for no curb and gutter, no sidewalks, no enclosed storm sewer system and no concrete lined open channels at their August 8, 2016 meeting.

**Sec. 10.02.130 Minimum square feet for living area in newly erected buildings which are tied onto approved sanitary sewer**

(a) No permit shall be issued by the city for the erection or construction of any residential house or building within the city limits or extraterritorial jurisdiction of Ovilla unless the square feet living area (exclusive of porches and garages) in such building equals two thousand four hundred (2,400) square feet of living area.

(b) A minimum of sixty percent (60%) of the total living area for a residential house or building shall be on the first story or ground level of a residential house or building for new homes constructed after the effective date of this section.

(Ordinance 06-001, secs. 1, 2, adopted 10/24/05)

Recommendation / Staff Comments:

Staff has no recommendation.

Sample Motion(s):

I move that Council **approve/deny** the requested variance from applicant, Alluvium Development, Inc., for a variance to Section 10.02.130 (b) of the Ovilla Code of Ordinances for the Hidden Valley Estates Subdivision regarding 2-story residential square footage requirements.

# Alluvium Development Inc.

4516 Lakota Trail

Mansfield, TX 76063

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Phone: 817.995.9500

E-mail: [tjobe@alluviumdevelopment.com](mailto:tjobe@alluviumdevelopment.com)

9/8/2016

Dennis M. Burn, PE

City Manager Ovilla, Tx 75154

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

CC: John Wray, Lance Rust, Cody Brooks, Jonathan Jobe

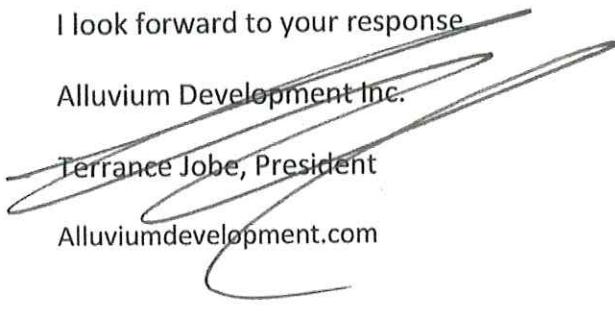
Dear Mr. Burn

Alluvium Development Inc. respectfully requests a variance to Sec. 10.02.130 (b) in the Proposed Hidden Valley Estates subdivision the City of Ovilla from 60/40 to 50/50.

The builder has several plans that clients ask for media rooms to be placed under roof. Sec. Sec. 10.02.130 (b) is based off A/C downstairs which does not take in to account for a three car garage as well as covered porches. I feel the intent of Sec. 10.02.130 (b) is to limit "boxy" looking houses. I have included several photos of the front elevations of proposed homes that will be built to demonstrate what homes look like that have 50/50 relationship in the Square footage. Please take note with masters most of the time on the back of the house plus garages and porches gives the homes very nice elevations. Also please note that single story homes will be built as well and I have only included the two story photos as these are the only homes that are effected by Sec. 10.02.130 (b).

Thank you for your consideration

I look forward to your response

  
Alluvium Development Inc.

Terrance Jobe, President

Alluviumdevelopment.com



## AGENDA ITEM REPORT

### Item 2

Meeting Date: October 11, 2016

Discussion  Action

Submitted By: Dennis Burn, CM

Reviewed By:  City Manager  City Secretary  City Attorney

Accountant

Other: PW Director, Brad Piland

Department: Street

Budgeted Expense:  YES  NO  N/A

Amount: N/A

#### Attachments:

1. Interlocal Cooperation Contract

#### Agenda Item / Topic:

ITEM 2. **DISCUSSION/ACTION** – Consideration of and action on the annual Ellis County Interlocal Cooperative Contract Agreement by and between the City of Ovilla and Ellis County for the fiscal year 2016-2017 and to authorize the Mayor to execute said Agreement.

#### Discussion / Justification:

This agenda item includes the annual Interlocal Cooperation Contract between the County of Ellis and the City of Ovilla. This contract allows Ovilla to use services and supplies already obtained by Ellis County through their competitive purchasing procedures.

The City Attorney has approved this contract as to legal form.

#### Recommendation / Staff Comments:

Staff recommends approval of this interlocal cooperation contract and authorize the Mayor to execute same.

#### Sample Motion(s):

I move to **approve/deny** the annual Ellis County Interlocal Cooperative Contract Agreement by and between the City of Ovilla and Ellis County for the fiscal year 2016-2017 and to authorize the Mayor to execute said Agreement.

**INTERLOCAL COOPERATION CONTRACT**  
**BETWEEN**  
**COUNTY OF ELLIS AND CITY OF OVILLA**

**WHEREAS**, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

**WHEREAS**, such contracts are 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 or service contracted for and to be provided by this agreement is with the definition of "Governmental function and services" as defined by Section 791.003 of the Government Code; and

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

**NOW, THEREFORE**, the parties agree and covenant one with the other as follows:

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and / or construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to the CITY goods and services.
- B) The City of Ovilla (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and / or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from October 1, 2016 to September 30, 2017.

E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:

- 1) 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
- 2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) of the Government Code Interlocal Cooperation Act shall apply to this contract.

F) CITY agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and / or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

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

---

COUNTY JUDGE  
ELLIS COUNTY, TEXAS

Attest:

---

Ellis County Clerk

---

MAYOR  
City of Ovilla

Attest:

---

City Secretary

## AGENDA ITEM REPORT Item 3

Meeting Date: October 11, 2016

Discussion  Action

Submitted By: Dennis Burn, CM

Reviewed By:  City Manager  City Secretary  City Attorney

Accountant

Other: PW Director, Brad Piland

Department: Street

Budgeted Expense:  YES  NO  N/A

Amount: \$224,992

### Attachments:

1. Copy of Heritage Asphalt Company Price Proposal to City of Ovilla
2. Copy of Heritage Asphalt Company Contract with Ellis County

ITEM 3. **DISCUSSION/ACTION** – Consideration of and action on a price proposal between the City of Ovilla and Heritage Asphalt Company (Ellis County) for road reconstruction and paving on Lariat Trail and Water Street/Cockrell Hill Road, effective October 11, 2016 and to authorize the City Manager to execute said proposal.

### Discussion / Justification:

This agenda item includes a price proposal from Heritage Asphalt Company for (1) cement stabilization and 2" HMAC overlay pavement on Lariat Trail and (2) 2" HMAC overlay pavement on Water Street and the portion of Cockrell Hill Road from the south side of the Fire Station to Water Street. This agenda item also includes the contract between Ellis County and Heritage Asphalt Company. We will be contracting with Heritage Asphalt Company through their contract with Ellis County.

The FY 2016-2017 Budget includes \$225,000.00 for the work described above so the \$224,992.00 expenditure for these roadway projects is within budget.

### Recommendation / Staff Comments:

Staff recommends approval of the price proposal and authorize the City Manager to execute same.

### Sample Motion(s):

I move that Council approve/deny the price proposal between the City of Ovilla and Heritage Asphalt Company (Ellis County) for road reconstruction and paving on Lariat Trail and Water Street/Cockrell Hill Road, effective October 11, 2016, and to authorize the City Manager to execute said proposal.



DATE: 9/30/2016  
QUOTE TO: City of Ovilla (Ellis County ILA)

ATTN: Dennis Burn  
PHONE: 972-617-7262  
EMAIL: [dburn@cityofovilla.org](mailto:dburn@cityofovilla.org)  
FAX:

Location	QTY	UNIT	DESCRIPTION	PRICE PER UNIT	TOTAL
Lariat St	5,300	SY	Cement Stabilization @ 24lbs per SY 2" Type D Asphalt Overlay	\$ 18.00	\$ 95,400.00
Lariat St	6,466	SY	2" Type D Asphalt Overlay	\$ 12.00	\$ 77,592.00
Water Street / Cockerill Hill Rd	5,200	SY	2" Type D Asphalt Overlay	\$ 10.00	\$ 52,000.00
					\$ 224,992.00

For Questions contact Rachel Sackett (972) 742-2279 or [rs@heritagehma.com](mailto:rs@heritagehma.com)

- \*All Work will be warrantied for natural occurring defects for 24 months from project completion
- \*Contract terms under 2016 Ellis County ILA agreement
- \*All testing will be performed from outside sources and tickets provided to Ovilla
- \*All cement and Hot Mix quantity tickets will be provided to Ovilla as project progresses
- \*All Traffic Control and Barricades will be Provided by Heritage Asphalt Company
- \*Invoicing will be sent to City of Ovilla

City of Ovilla

Date

Rachel Sackett

Date

Heritage Asphalt Company

## CONTRACT

### **RB-2016-013 Pavement Rehabilitation and Resurfacing Services**

**STATE OF TEXAS}  
COUNTY OF ELLIS}**

Agenda Item#/ 2.2  
Date: September 13, 2016

WHEREAS, The bid package RB-2016-013 including the Cover Sheet, Instructions, Specifications, and Bid Sheet(s) for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Ellis County Commissioners Court as the governing body of Ellis County did on September 13, 2016 award a contract to Heritage Asphalt, for Pavement Rehabilitation and Resurfacing Services in quantities and at prices as set forth in the bid package; and

THEREFORE, Know all men by these present, that this contract is entered into by Ellis County, hereinafter called ("COUNTY") and the undersigned Vendor, hereinafter called ("VENDOR").

THAT IN ACCORDANCE with bid package RB-2016-013 in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said bid package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

#### **Texas Law to Apply**

This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Ellis County, Texas.

#### **Prior Agreements Superseded**

This Contract, with the entire bid package incorporated herein including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

### Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party.

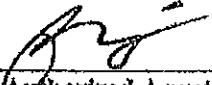
The contract for Pavement Rehabilitation and Resurfacing Services shall be for the period from September 13, 2016 and expiring on September 12, 2017

IN TESTIMONY WHEREOF: Witness our hands at Waxahachie, Texas, effective as of the date awarded,

Date signed: 09/29/16

VENDOR

ELLIS COUNTY

By: 

Authorized Agent

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

Carol Bush, County Judge  
Ellis County, Texas

Attest, County Clerk

## AGENDA ITEM REPORT Item 4

Meeting Date: October 11, 2016

Department: Administration/Code

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted By: Dennis Burn, CM

Amount: \$ N/A

Reviewed By:  City Manager  City Secretary  City Attorney  
 Accountant  Other: M. Dooly

### Attachments:

1. Letter of request
2. Permit application
3. Existing Sign / New proposed sign
4. New sign description, size and placement diagrams
5. Excerpt from the Code, Chapter 3, Section 3.06

### Agenda Item / Topic:

ITEM 4. **DISCUSSION/ACTION** – Consideration of and action on a Meritorious Exception, as permitted by Section 3.06.012 in the Ovilla Code of Ordinances, filed by Logan Garrett, representative of the Ovilla Road Baptist Church/Ovilla Christian School to replace their existing sign for a new 11'5" x 3'6" LED cabinet sign on concrete base at the same location of 3251 Ovilla Road, Ovilla, TX., authorizing the City Manager to execute said permit.

### Discussion / Justification:

Applicant, Logan Garrett, representative of the Ovilla Road Baptist Church/Ovilla Christian School applied to replace the existing sign with a LED cabinet sign in the same location at the church/school, 3251 Ovilla Road. Setback and placement are compliant with Ovilla Code.

There are two issues with replacement of this sign:

1. Materials required for a monument sign
2. Illusion of movement

Sign description: 11'5" X 3'6"

Materials: Concrete base, metal/steel cabinet

Sign Type: LED sign, which creates the illusion of movement. (Not a reader-board)

Duration: This sign is for permanent placement.

Current Zoning: CG – General Commercial

#### 1. Excerpts from Ovilla Code: Section 3.04

Definition of Monument Sign: Monument sign. A permanent ground sign generally constructed out of brick, stone, or cast concrete supported on a concrete foundation across the entire base of the structure.

Sign Type	Permitted District	Permit Required?	Maximum Area (sq. ft.)	Height of Sign	Number of Signs	Setback	Spacing of Signs
Monument	All non-residential uses and zoning districts	Yes	100 sq. ft. in residential districts & RC;	8 feet	One sign for each premises, or for each street frontage	10' (any portion of the sign)	No restrictions
			200 sq. ft. in all other non-residential districts	12 feet			

Excerpts from Ovilla Code: Section 3.07

**Sec. 3.06.007 Prohibited signs**

A person commits an offense if the person installs, constructs, repairs, alters, or relocates a sign described below, except as otherwise permitted in this article:

(3) A moving, flashing, animated, or rotating sign, sign with moving lights, or sign which creates the illusion of movement, except for reader-boards which convey a message.

**Sec. 3.06.012 Granting of exceptions**

(a) Generally. It is not the intention of these criteria to discourage innovation. It is entirely conceivable that signage proposals could be made that, while clearly nonconforming to this article and thus not allowable under these criteria, have obvious merit in not only being appropriate to the particular site or location, but also in making a positive contribution to the visual environment.

(b) Request for exception. Upon request of an interested party, the city council, upon recommendation by the administrative official, shall hear and shall seriously and fairly consider a request for a meritorious exception under this section.

**Recommendation / Staff Comments:**

Staff recommends Council approve the granting of a meritorious exception to the Ovilla Road Baptist Church/Christian School as presented.

**Sample Motion(s):**

I move that Council **approve/deny** Meritorious Exception, as permitted by Section 3.06.012 in the Ovilla Code of Ordinances, filed by Logan Garrett, representative of the Ovilla Road Baptist Church/Ovilla Christian School to replace their existing sign for a new 11'5" x 3'6" LED cabinet sign on concrete base at the same location of 3251 Ovilla Road, Ovilla, TX., authorizing the City Manager to execute said permit.

## Ovilla Road Baptist Church

3251 Ovilla Rd,  
Ovilla, TX 75154

office#: 972-617-8544

orbc.org

office@orbc.org

October 4, 2016

City of Ovilla  
Attention: City Secretary  
105 Cockrell Hill Rd.  
Ovilla, TX 75154

Re: Pending Permit #\_\_\_\_\_  
New (Monument Replacement) LED Sign

Dear City Secretary, Mrs. Pam Woodard,

Hello, my name is Logan Garrett and I am writing on behalf of the Ovilla Rd. Baptist Church concerning a New LED Sign Permit Application. I have been advised to submit a specific letter. I hope this letter conforms to the requirement for our purposes.

Please accept this letter as a formal written request for a "Meritorious Exception" from the City of Ovilla City Council to remove and replace the current lighted monument sign (located at 3251 Ovilla Rd. (the east end frontage at parking lot exit) with a new LED sign of similar dimension? The new LED sign would be installed at the same location on the same concrete pedestal as the current sign.

Included in the New Sign Permit Documents were these items:

- 1) A copy of the submitted City of Ovilla Permit Application,
  - a. with the submitted attachments including:
    - i. the new sign renderings (color),
    - ii. all the new sign dimensions and specs, and
    - iii. sign location site map, etc.

Mr. Mike Dooly advised that I may need, or be permitted to present, speak or answer questions before the Council for a few minutes, if needed at their next regularly scheduled mtg. Should I be present and prepared for such an opportunity?

Please call me with questions and advise me of the next steps, if any?

Thank you,

  
-Logan Garrett  
for Ovilla Road Baptist Church  
M#: 469-576-1482

# City of Ovilla

Phone: (972) 617-7262

Fax: (972) 515-3221

105 S. Cockrell Hill Rd

Ovilla, Texas 75154

## Residential Building Permit Application

Building Permit Number:

5324

Valuation:

30,000 -

Valuation w/land:

n/a

Project Address:

3251 Ovilla Rd., Ovilla, Tx

75154

Lot:

Subdivision:

Project Description: NEW SFR

SFR REMODEL/ADDITION

SPECIFY OTHER:

PLUMBING/ELECTRICAL

FLATWORK

SPRINKLER

SWIMMING POOL

ACCESSORY BUILDING

FENCE

Sign @ Frontage

Remove and

Proposed Use:

this new sign will inform everyone about the church, replace  
and school.

Description of Work:

remove existing sign and replace with new sign.

Area Square Feet:

Living:

Covered Garage:

Porch:

Total:

Number of stories:

Name: Ovilla Rd Baptist Church/Ovilla Christian School Contact Person: Logan Garrett @ 469-576-1482

Address: 3251 Ovilla Rd, Ovilla, Tx 75154

Phone Number: Ofc # 972-617-8594 Home Number: Garrett-group@Logans email sbcglobetech.net Mobile Number:

General Contractor	Contact Person	Phone Number	Contractor License Number
Church	Logan Garrett	469-576-1482	
Mechanical Contractor <input type="checkbox"/>	Contact Person	Phone Number	Contractor License Number
Golden Rule Signs	Nick Delsignore, P.M. 502-416-0544		
Electrical Contractor	Contact Person	Phone Number	Contractor License Number
So. Creek Elec	Rusty Green	972-8754-2134	
Plumber/Irrigator	Contact Person	Phone Number	Contractor License Number

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Signature of Applicant:

Xy-D. S.A.

Date:

9/8/16

### OFFICE USE ONLY:

Approved by:	Date approved:
City Manager:	Date approved:

Plan Review Fee:

Receipt #

Total Fees:

Building Permit Fee:

Receipt #

Issued Date:

Park Impact Fee:

Expires:

180 Days

Capital Recovery Fee:

Issued By:

Fire Meter:

Water Meter Cost:

Water Impact:

Sewer Connection Fee:

BV Project #

Sewer Impact:

Fire Fee:

Hello...

I am Logan Garrett. I am a member with the Ovilla Rd. Baptist Church and a City of Ovilla resident. On behalf of the church I am submitting the required application form and providing information and specifications as attachments for a City of Ovilla Sign Permit.

ORBC has contracted with a professional sign company to manufacturer, (and w/their DFW area sign installer) to remove the current 2-sided I.D sign and replace it with the new LED sign with an upper church I.D. sign and a lower school I.D. sign all 2-sided.

I have attached for review:

- a) a front view of the current sign,
- b) an end view of the current sign,
- c) a site plan locating the existing location of the sign to be removed and replaced,
- d) the church and vendor agreed final "mock-up" of the intended 2-sided LED w/upper and lower I.D. signs.
- e) the selected vendor's views, specifications for the new sign to be installed.

Sign Special Features:

- a) low voltage power consumption.
- b) on/off/dimming software controlled.
- c) w/wireless programing.

Please call me, Logan Garrett, with any questions @ 469.576.1482, or Jack Odom (Church/School Facilities Maint. Supervisor @ 972.841.8382.

Thank you...

144 1/4"

*Ovilla Road  
Baptist Church*

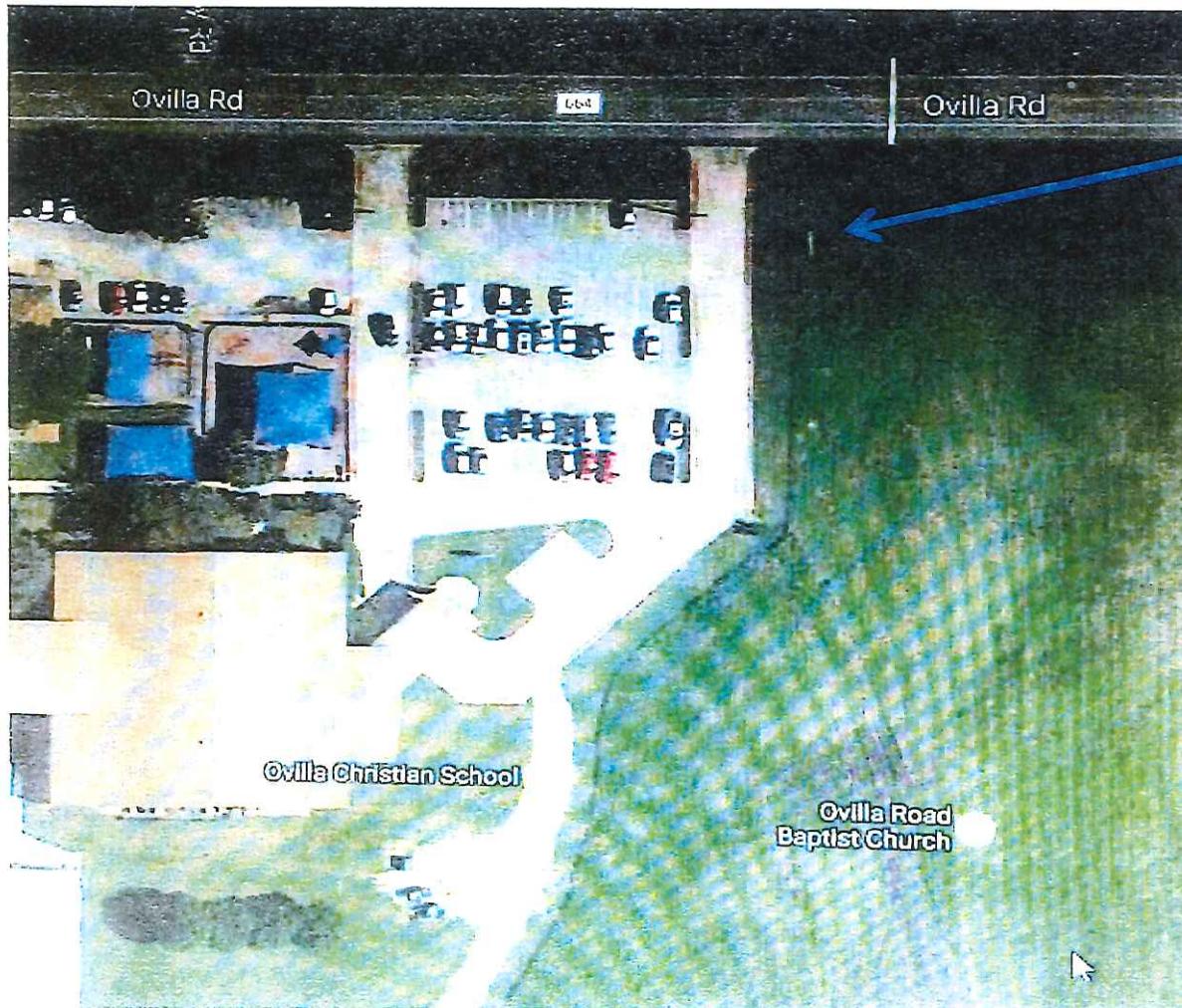
**MDO OPEN ENROLLMENT NOW  
WWW.ORBC.ORG**

**Existing Sign  
FRONT VIEW**

73"



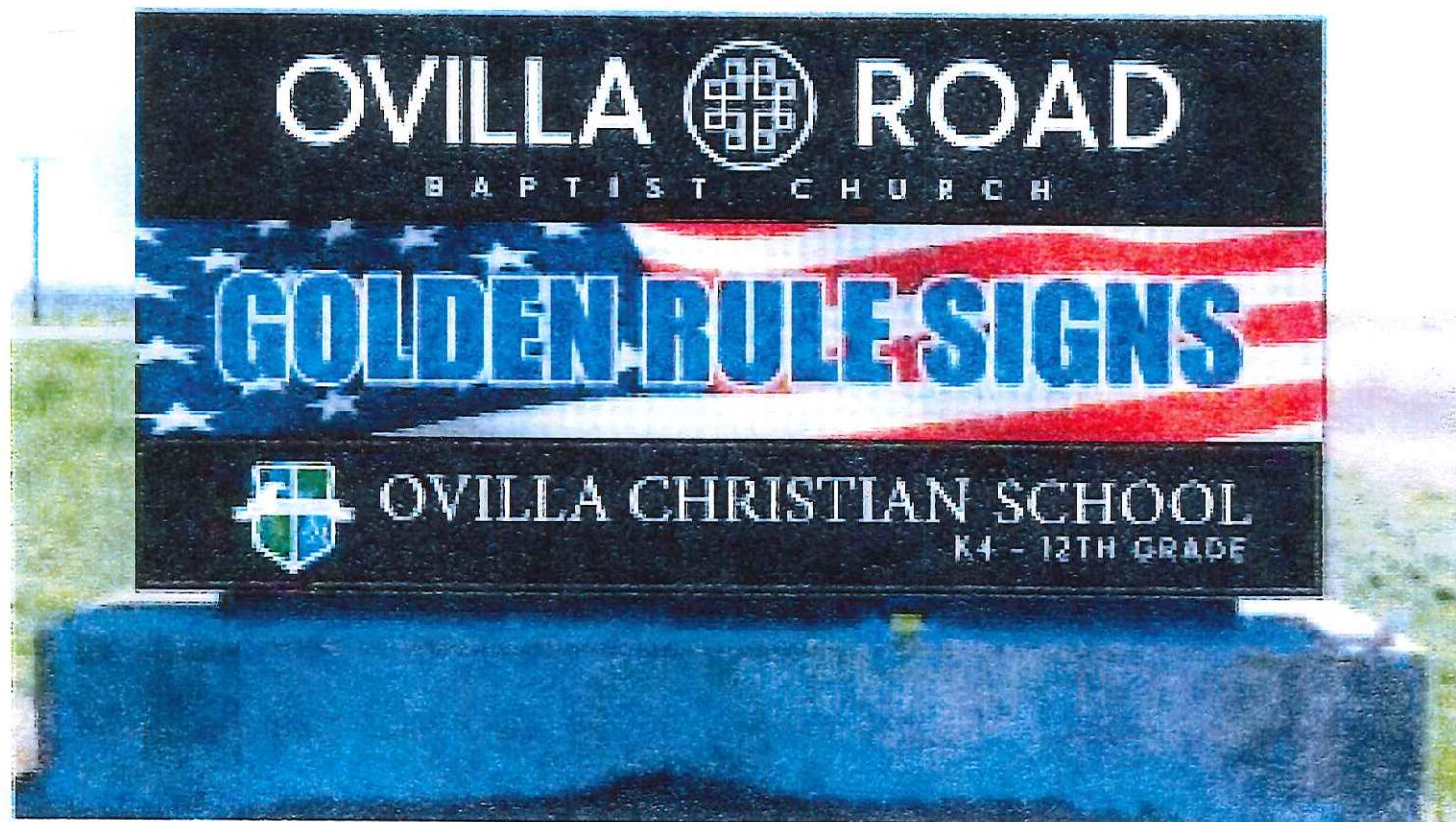
# Goggle Maps Site View



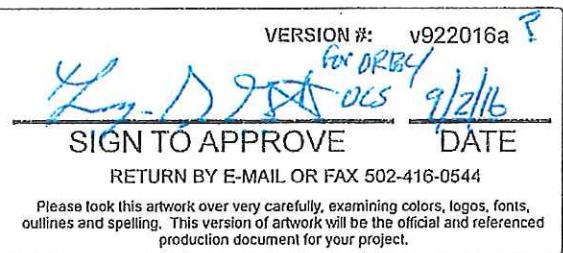
This is the location of the current I.D. and new LED Sign.

Call me, Logan Garrett @  
469.576.1482

# Selected Sign Vendor Mock-Up



P 5df8



## Technical Specification Page

**LED Cabinet:** 2'-1" x 11'-5" (Borderless Display) ✓

**Serviceable:** Front ✓

**Cooling:** Quiet Running Vent Fans ✓

*Tstat controlled*  
**Sign Controller:** Internal

**Character Size:** 3" - 24" ✓

**Lines & Characters:** 8 line/59 Characters ✓

**Colors Processing:** Full Color/RGB 590 Quintillion Color Shades ✓

**Pixel Matrix:** 64 x 352 ✓

**Pixel Pitch:** 10mm ✓

**Brightness Levels:** 1 - 100 (Auto Adjustable or Manual via Software) ✓

**On/Off Timer:** Auto or Manually via Software ✓

**Viewing Angle:** 140 degrees ✓

**Digital Temp Probe:** Impact Model

**Communication:** Remote RF Wireless / 1 mile line of site range ✓

**Software:** Impact Content Creator (Windows PC based) ✓

**ID Cabinet Upper:** 2'-0" x 11'-5" (Internally Illuminated w/ white LED Diodes) ✓

**ID Cabinet Lower:** 1'-6" x 11'-5" (Internally Illuminated w/ white LED Diodes) ✓

*Z905*

OVILLA ROAD

× cl  
668.70

ROAD

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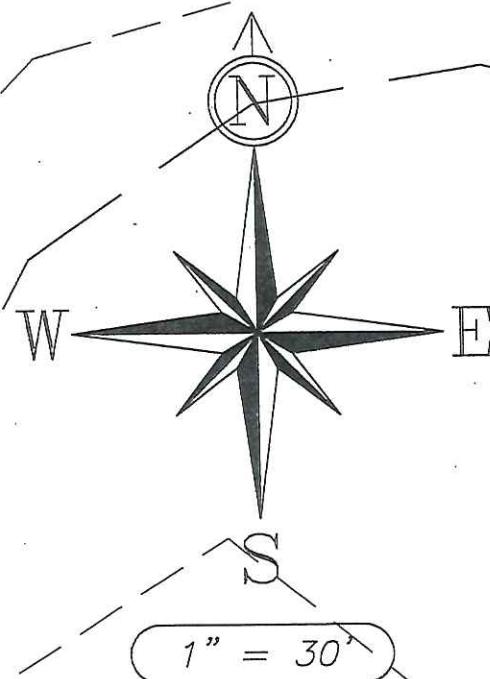
## REVISIONS

BY

N 89°16'59" E

662

661-



# INC.

Engineering firm # F-8439 )

937-0307

# BUILDING PERMIT

## CITY OF OVILLA

P.O. BOX 5047, OVILLA, TEXAS 75154

Application No.

PERMIT NO.

No. 5324

Location

Description

Owner

Date

This Permit To Be Posted In Conspicuous Place On Site

Building Inspector \_\_\_\_\_

## AGENDA ITEM REPORT

### Item 5

Meeting Date: October 11, 2016

Discussion  Action

Submitted By: Dennis Burn, CM

Reviewed By:  City Manager  City Secretary  City Attorney  
 Accountant  Other: Fire Chief Kennedy

Department: Fire

Revenue:  YES  NO  N/A

Amount: \$190,000

#### Attachments:

1. Interlocal Agreement of Providing Emergency Services ESD No. 2
2. Lease Agreement dated February 8, 2016 ESD No. 2
3. Amendment No. 1 to Interlocal Agreement dated February 8, 2016
4. Memorandum from the Fire Department

ITEM 5. **DISCUSSION/ACTION** – Consideration of and action on an Interlocal Agreement for providing emergency services effective October 1, 2016, by and between Ellis County Emergency Services District No. 2 and the City of Ovilla, authorizing the Mayor to execute said Agreement.

#### Discussion / Justification:

The new Interlocal Agreement for Providing Emergency Services between Ovilla and ESD No.2 was presented to the City Council at their September 12, 2016 meeting. No action was taken. Section 3.03 B was questioned but this is a requirement of State Law. The City of Ovilla and ESD No. 2 insure the building. Our insurer, TML, has informed us that if the fire station was totally destroyed by a covered loss, TML would pay the amount necessary to fully replace the structures to their pre-damage condition. TML does not charge the City an individual premium for the fire station. One premium is paid for all buildings and items covered by the City.

ESD No. 2 has informed me that since the City provides insurance coverage, then ESD No. 2 will discontinue their coverage and has requested that the City provide them with a certificate of insurance showing ESD No. 2 as loss payee of the building and the new fire engine.

The City Attorney has approved the agreement as to legal form.

#### Recommendation / Staff Comments:

Staff recommends approval of the Interlocal Agreement and authorize the Mayor to execute same.

#### Sample Motion(s):

I move to **approve/deny** an Interlocal Agreement for providing emergency services effective October 1, 2016, by and between Ellis County Emergency Services District No. 2 and the City of Ovilla, 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, 2016, 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 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 and the regulations promulgated by the Texas Commission on Fire Protection and the Texas Department of State Health Services.

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

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

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

### **Section 3.03 Facilities and Equipment.**

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

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

C. Maintenance:

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

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

D. Damage to or Removal of Equipment or Facilities:

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

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

E. Facilities:

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

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

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

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

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

**Section 3.04 Dispatch Services**

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

**Section 3.05 Reporting to District.**

A. Reports

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

B. Other Information

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

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

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

**Section 3.07 Approvals and Permits.**

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

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

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

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

C. Additionally, the District may use the Fire Annex training room for District meetings, CERT training, or other events as agreed upon in advance by the Fire Chief at no cost to the District.

**ARTICLE IV.  
INSURANCE AND INDEMNIFICATION**

**Section 4.01 Insurance.**

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

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

C. Facilities. Beginning January 1, 2017, City shall insure the Facilities for all risks and in an amount agreeable to the District that will fully cover the total value of the Facilities. Such insurance shall list District as a loss payee and additional insured. The City shall provide a

copy of the certificate of insurance on the Facilities to the District within 10 days of annual policy renewal during each year this Agreement is in place.

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

#### **Section 4.02 Indemnification.**

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

#### **Section 4.03 Liability**

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

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

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

#### **Section 5.01 Preparation of Budget.**

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

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

**Section 5.02 Payments to City.**

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

- 1) Initial payment of \$95,000 due in April 2017; and
- 2) A Final payment of \$95,000 due September 30, 2017.

B. 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.

C. 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, 2016 to September 30, 2017, 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: \_\_\_\_\_

With a copy to: John J. 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 corporate names, have affixed their respective corporate seals, and the duly authorized officers have attested.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

**EXHIBIT "A"**

The following Facility is part of the Agreement:

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

The following Equipment is part of the Agreement:

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



## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease" or "Lease Agreement") is made and entered into effective the 8 day of February, 2016 (the "Effective Date"), by and between **The City of Ovilla, Texas**, a political subdivision of the State of Texas (the "City"), Lessor, and **Ellis County Emergency Services District Number 2**, a political subdivision of the State of Texas (the "District"), Lessee.

### ARTICLE I. LEASE OF REAL PROPERTY

**1.01.** City, for and in consideration of the rents, covenants, and promises herein contained, does hereby lease, rent and deliver to District, and District does hereby lease, rent and accept from City, all of that certain real property located in Ellis County, Texas, more particularly described and set forth in Exhibit "A" attached hereto and incorporated herein. The term "Leased Premises" as used in this Lease Agreement shall include the ground, as well as all buildings and other improvements added by the City to the real property at the City's sole expense, and all fixtures, and other property, real and personal, now or hereafter permanently installed on or affixed to the real property by the City and at the City's sole expense. The term "Leased Premises" does not include the Larry C. Marlow Fire Station Annex ("Annex").

**1.02.** District, solely using its own funds, built the Annex upon the Leased Premises during the previous lease term between the parties. The Annex is owned solely by the District according to State law.

### ARTICLE II. LEASE TERM AND TERMINATION OF PRIOR LEASE AND SUBLEASE

**2.01.** This Lease shall be for a term of 99 years, referred to as the "Lease Term," beginning February 8, 2016 and ending at 11:59 p.m. on December 31, 2115, subject, however, to earlier termination as provided in Article XII, below.

**2.02.** The previous lease agreement between the parties, dated May 1, 2008, is hereby terminated by mutual agreement of the parties.

**2.03.** The previous Sublease Agreement between the parties, dated April 28, 2008, is hereby terminated by mutual agreement of the parties.

### ARTICLE III. RENT

**3.01.** District agrees to pay to City as rental for the use and occupancy of the Leased Premises under this Lease the sum of ONE AND NO/100 (\$1.00) DOLLAR per year, due and payable in advance, on the Effective Date of this Agreement.

### ARTICLE IV. TAXES

**4.01.** City is a municipal corporation. No property owned by City is subject to the imposition of taxes, dues, assessments or liens. District, therefore, agrees to pay any and all taxes, assessments or charges which may arise by virtue of District's use of the Leased Premises

and further agrees to keep the Leased Premises free and clear of any and all such liens or encumbrances.

#### **ARTICLE V. UTILITIES**

**5.01.** City, as user of the Annex, shall pay or cause to be paid, all charges, including any connection fees, for electricity, gas and any and all other utilities used on the Leased Premises throughout the Lease Term. District shall have the right to connect to any and all storm and sanitary sewers and all water and public utilities at its own cost and expense, and District shall pay for any and all service charges incurred therefore, including, but not limited to, water tap fees, impact fees, and meter set fees that are imposed during the Lease Term.

#### **ARTICLE VI. USE OF REAL PROPERTY**

**6.01.** It is understood and agreed between the parties that the Leased Premises currently are, and will continue to be, used for the location of the Annex and operation of a fire station by the District and/or City. Neither party shall have the right to alter or change such use, except with the written consent of the other.

#### **ARTICLE VII. MAINTENANCE**

**7.01.** The District shall at all times and at its sole cost and expense, keep and maintain the Leased Premises in good order and repair.

#### **ARTICLE VIII. ASSIGNMENT AND SUBLICENSE**

**8.01.** District shall not sell or assign its leasehold estate or other rights under this Lease, in whole or in part, for any portion of the unexpired Lease Term, nor shall it sublet the Leased Premises or any portion thereof, except with the written consent of City.

#### **ARTICLE IX. WARRANTIES**

**9.01.** City hereby represents and warrants that it is the owner in fee simple absolute of the Leased Premises, subject only to recorded covenants, conditions, restrictions, mortgages, easements, and other matters of record. City warrants and represents that it has full authority to execute the Lease Agreement and to grant the leasehold set forth herein.

**9.02.** District warrants it has the authority to execute this Lease and that the signer below, by executing this Lease Agreement, binds District to this Lease Agreement.

#### **ARTICLE X. INSURANCE**

**10.01** District shall obtain and maintain insurance on all improvements situated on or affixed to the Leased Premises that are owned solely by the City, if any. This insurance shall protect against all hazards pursuant to policies issued by an insurance company licensed and authorized to do business in Texas, and in an amount not less than the full replacement value of all improvements situated on or affixed to the Leased Premises that are owned solely by the City,

if any. All such insurance policies shall contain loss payable clauses in favor of the City on the Leased Premises.

**10.02** Copies of all applicable insurance policies and policy renewals on the Leased Premises shall be delivered to City within seven days of issuance, together with receipts showing payment of all premiums. Each insurance policy covering the Leased Premises shall provide that it is primary coverage and non-contributory as to the City. Further, each policy covering the Leased Premises shall provide that the policy may not be canceled except upon thirty (30) days' notice to City. Further, the District shall furnish a certificate of insurance showing coverage on the Leased Premises on each anniversary date of the commencement date of this Lease Agreement.

**10.03** Because the District owns the Annex, the District may choose to insure the Annex in an amount acceptable to the District.

#### **ARTICLE XI. GENERAL PROVISIONS**

**11.01** Entry. District shall permit City or City's agents, representatives, or employees to enter on the Leased Premises for the purpose of inspecting the premises and any structure situated thereon.

**11.02** Landlord/Tenant Relationship. The relationship between City and District at all times shall remain solely that of landlord and tenant and not be deemed a partnership or joint venture.

**11.03** No Waiver. No waiver by the parties of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

**11.04** Use for Valid Purposes. District agrees not to use the Leased Premises for any use or purpose in violation of any valid and applicable law, regulation, or ordinance of the United States, the State of Texas, the City, or Ellis County, Texas, or other lawful authority having jurisdiction over the Leased Premises.

**11.05** Notice. All notices, demands, or requests from one party to another may be personally delivered or sent by certified mail, return receipt requested, postage prepaid, to the addresses set forth below the signature lines in this document and shall be deemed to have been given at the time of mailing.

**11.06** Applicable Law. This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performed in Ellis County, Texas. Venue in any proceeding relating to this Agreement shall be in Ellis County.

**11.07** Provisions Valid. In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof.

and this Lease Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**11.08 Sole Agreement.** This Lease Agreement constitutes the sole and only agreement of the parties related to a real property lease, and supersedes any prior lease agreement, sub-lease agreement, understanding, or written or oral agreements between the parties related to the Leased Premises and the District's Annex.

**11.09 Amendment.** No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless the same be in writing, dated subsequent to the Effective Date of this Lease Agreement, and duly executed by the City and the District or the District's assigns.

**11.10 Rights Cumulative.** The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**11.11 Attorney's Fees.** In the event that an action is brought by any party to this Lease Agreement to protect or enforce its rights hereunder, then the non-prevailing party shall pay the reasonable attorney's fees of the prevailing party in addition to any other or further relief obtained. The prevailing party in the adjudication of any proceeding relating to this Lease Agreement shall be authorized to recover its reasonable and necessary attorney's fees pursuant to Section 271.153 of the Texas Local Government Code.

**11.12 Independent Contractor.** It is expressly understood and agreed: (a) that District shall operate as an independent contractor as to all rights and privileges granted in this Lease Agreement and not as an agent, representative or employee of City; (b) that District shall have exclusive control of and the exclusive right to control the details of its operations on the Leased Premises and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, or subcontractors; (c) that the doctrine of respondent superior shall not apply as between City and District, its officers, agents, employees, contractors and subcontractors; and (d) that nothing herein shall be construed as creating a partnership or joint enterprise between City and District.

**11.13 Construed Equally.** This Agreement shall not be construed against the drafter.

**11.14 Time of Essence.** Time is of the essence in this Agreement.

**11.15 Multiple Originals.** Multiple originals of this Lease Agreement may be executed, and each fully-executed copy shall be treated with equal dignity.

## **ARTICLE XII. DEFAULT, SALE AND TERMINATION**

**12.01** An event of default shall occur if either party fails to comply with any provision or term in this Lease Agreement.

**12.02** In the event of an occurrence of default by District, City shall give District 30 days' notice and opportunity to cure. In the event District fails to cure, the City may terminate this Agreement to become effective upon written notice. In the event of such termination, City shall be entitled to all remedies available at law or in equity.

**12.03** In the event of an occurrence of default by City, District shall give City 30 days' notice and opportunity to cure. In the event City fails to cure, the District may terminate this Lease Agreement to become effective upon written notice. In the event of such termination, District shall be entitled to all remedies available at law or in equity.

**12.04** Should City decide to sell the Leased Premises, in whole or in part, the District shall have the right of first refusal to purchase the Leased Premises for fair market value as determined by an independent appraiser. The District must consent in writing to any sale of the Leased Premises contemplated by City during the Lease Term.

**12.05** In the event that all the territory of the District is annexed by cities within the District's boundaries other than the City, resulting in the District's remaining territory lying wholly within the City's extra-territorial jurisdiction ("ETJ"), the District shall then transfer title to the Annex to the City. The District is under no obligation to transfer title to the Annex to the City in advance of annexation of all District territory outside the City's ETJ.

(Remainder of Page Intentionally Blank.)

THIS LEASE AGREEMENT is executed by the parties on this 8 day of February, 2016.

City:

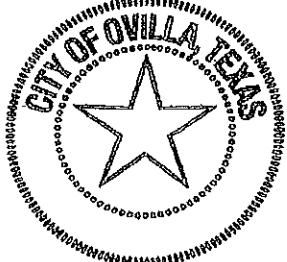
CITY OF OVILLA, TEXAS, a political subdivision of the State of Texas

By: Richard Dornier  
RICHARD DORNIER, Mayor

ATTEST:

Patricia L. Judd  
Patricia Woodall  
Title: City Secretary

Address for Notice: MANAGER  
Attn: City Administrator  
105 S. Cockrell Hill Road  
Suite 2  
Ovilla, Texas 75154



District:

ELLIS COUNTY ESD NO. 2, a political subdivision of the State of Texas

By: \_\_\_\_\_  
Ray Reed, Board President

ATTEST:

Tom Manning  
Title: Board Secretary

Address for Notice:  
105 S. Cockrell Hill Road  
Ovilla, Texas 75154

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

**FIELD NOTES**

**0.4878 Acre Lease Area**

BEING all that certain lot, tract or parcel of land situated in the JAMES McNAMARA SURVEY, ABSTRACT NO. 693 in the City of Ovilla, Ellis County, Texas, and being a portion of Lot 12 in Block 1 of WOODLAWN ACRES ADDITION, FIRST SECTION, an addition as recorded in Cabinet A, Slide 479 of the Plat Records of Ellis County, Texas, as conveyed to the City of Ovilla, and a portion of the residual of a called 7.227 acre City Park Tract as conveyed to Ovilla Community Center by deed as recorded in Volume 544, Page 327 of the Deed Records of Ellis County, Texas (DRECT), and being more particularly described as follows:

BEGINNING at a 3/8" steel rod found for the southwest corner of said Lot 12 and the northwest corner of a called 1.60 acre tract of land conveyed to William Koval, et ux by deed as recorded in Volume 1775, Page 2367 of the Official Public Records of Ellis County, Texas (OPRECT) in the east line of said City Park Tract and being in the south line of this tract;

THENCE through said City Park Tract as follows:

N 88°40'15" W, 28.66 feet to a fence corner for the southwest corner of this tract;

N 05°23'04" E, 193.86 feet with a fence to the northwest corner of this tract in the north line of said City Park Tract and in the south line of Lot 11 in Block 1 of said WOODLAWN ACRES as conveyed to the City of Ovilla by deed as recorded in Volume 850, Page 161 DRECT;

THENCE along the north line of this tract and the south line of said Lot 11 as follows:

S 83°10'16" E, 14.34 feet to the northeast corner of said City Park Tract and the northwest corner of said Lot 12;

S 88°40'16" E, 90.71 feet to the northeast corner of this tract;

THENCE S 02°22'52" W, 194.17 feet through said Lot 12 to the southeast corner of this tract in the south line of said Lot 12 and the north line of said 1.60 acre tract;

THENCE N 87°15'04" W, 86.50 feet along the south line of said Lot 12 and same for this tract and the north line of said 1.60 acre tract to the POINT OF BEGINNING and containing approximately 21,248 square feet or 0.4878 acre of land.

COPY

AMENDMENT NO. 1  
TO INTERLOCAL AGREEMENT FOR PROVIDING  
EMERGENCY SERVICES

STATE OF TEXAS  
COUNTY OF ELLIS

This Amendment No. 1 ("Amendment") to the Interlocal Agreement for Providing **EMERGENCY SERVICES** ("Agreement"), effective as of February 08, 2016, 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 amend the Agreement to reflect recent changes to the real property lease between the parties and the addition of additional personal property to Exhibit "A" of the Agreement;

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

## AMENDMENTS

**I. Section 1.01 is amended to add the following definition:**

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

II. Section 3.03 is amended as follows:

### Section 3.03 Equipment and Facilities.

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 the District in accordance with Section 3.03.A.

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 and 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.

**III. Section 3.08 is amended to read as follows:**

**3.08 District Office and Meeting Location.**

A. The District has entered into a new Lease Agreement with the City for property where the Fire Annex is located, effective \_\_\_\_\_, 2016. The previous Lease and Sublease between the parties were terminated by mutual agreement.

2. 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.

3. 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.

**IV. Section 4.01 is amended to read as follows:**

**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.

#### IV. Other Sections Not Affected

A. Any Sections of the Agreement not amended by this Amendment remain in full force and effect.

IN WITNESS WHEREOF, the District and City have caused this Amendment to be executed in their respective names and their respective seals to be affixed and attested by the duly authorized officers.

Signed this 8 day of February, 2016.

City:

CITY OF OVILLA, TEXAS, a political subdivision of the State of Texas

By: Richard Dormier

RICHARD DORMIER, Mayor

ATTEST:

Jamela Woodall  
JAMELA WOODALL  
Title: City Secretary

Address for Notice: MANAGER  
Attn: City Administrator  
105 S. Cockrell Hill Road  
Suite 2  
Ovilla, Texas 75154



District:

ELLIS COUNTY ESD NO. 2, a political subdivision of the State of Texas

By:

Ray Reed, Board President

ATTEST:

Tom Manning  
Title: Board Secretary

Address for Notice:  
105 S. Cockrell Hill Road  
Ovilla, Texas 75154

**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.



# OVILLA FIRE DEPARTMENT

ESD #2 Contract Questions from Council in September Meeting:

1. **Why ESD #2 must remain under sole ownership of the Annex and Engine that the City uses?**

## Section 3.03 Facilities and Equipment.

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.

### Answer:

- Section 3.03 (B), of the Interlocal Agreement reads this way because of the following law;

## HEALTH AND SAFETY CODE

### TITLE 9. SAFETY

#### SUBTITLE B. EMERGENCIES

#### CHAPTER 775. EMERGENCY SERVICES DISTRICTS

Sec. 775.073. EXPENDITURES. (a) Except as otherwise provided by this section, district funds may be disbursed only by check, draft, order, or other instrument that:

- (1) is signed by at least a majority of the board's commissioners; or
- (2) is signed by the treasurer, or by the assistant treasurer if the treasurer is absent or unavailable, and countersigned by the president, or by the vice president if the president is absent or unavailable.

(b) The board by resolution may allow a district employee who has executed a bond in an amount equal to the amount required for the district treasurer to sign an instrument to disburse district funds. An expenditure of more than \$2,000 may not be paid unless the expenditure is presented to the board and the board approves the expenditure.

(c) The board may authorize the disbursement of district funds transferred by federal reserve wire system. The board by resolution may authorize wire transfers to accounts in the district's name or accounts not in the district's name.

(d) Any property, including an interest in property, purchased or leased using district funds, wholly or partly, must remain the property of the district, regardless of whether the property is used by a third party under a contract for services or otherwise, until the property is disposed of in accordance with Section 775.0735.



# OVILLA FIRE DEPARTMENT

Sec. 775.0735. DISPOSITION OF PROPERTY. (a) The district may dispose of property owned by the district only by:

- (1) selling the property to a third party following the procedures authorized under Section [263.001](#), [263.007](#), or [263.008](#), Local Government Code;
- (2) selling or disposing of the property following the procedures authorized under Subchapter D, Chapter [263](#), Local Government Code;
- (3) selling or disposing of the property in accordance with Subchapter J; or
- (4) selling the property using an Internet auction site.

(b) The district may contract with a private vendor to assist with the sale of the property.

(c) The district shall sell the property using the method of sale that the board determines is the most advantageous to the district under the circumstances. The board shall adopt rules establishing guidelines for making that determination.

(d) In using an Internet auction site to sell property under this section, the district shall post the property on the site for at least 10 days.

(e) The district may reject any or all bids or proposals for the purchase of the property.

## 2. Why is the city going to carry insurance on the “Annex”, as well as the “Engine”, and the District not contribute?

- The new agreement for FY 16 – 17 reads;

### ARTICLE IV. INSURANCE AND INDEMNIFICATION

#### Section 4.01 Insurance.

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.

#### Answer:

- The city has always carried the insurance on the Engine and all the ESD needs for this is a “Certificate of Coverage”, showing the District as the loss payee.
- Because the District is carrying the note on the “Engine”, for the full amount.



# OVILLA FIRE DEPARTMENT

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.

**Answer:**

- Back in February, 2016, an Amendment to the Interlocal Agreement was presented to Council, signed by Council, and reads;

**AMENDMENT NO.1**  
**TO INTERLOCAL AGREEMENT FOR PROVIDING**  
**EMERGENCY SERVICES.**

IV. Section 4.01 is amended to read as follows:

Section 4.01 Insurance.

1. 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.

**Answer:**

- Per TML, the city has had insurance on the “Annex” since 2009, because TML does not separate the city buildings, or assign percentage of coverage to each building. For the city to carry coverage on the “Annex”, nothing would change as we have been carrying the coverage already.
- The only thing new is that the ESD #2 is asking for a “Certificate of Coverage” showing them as the loss payee, since they are still carrying the note and they are the sole ownership.
- With all the ESD has provided for the city, and the city has already been paying for the insurance, I do not see why it should be changed.



# OVILLA FIRE DEPARTMENT

Through all the research that has been done over the last few weeks, the only thing we can see that the District is asking is for the Certificate of Insurance to be delivered to them showing the District as the Loss Payee for both the Annex and the Fire Engine (E701). Again with the District carrying the note for both the Annex and the Engine, I do not think this is asking anything out of the ordinary.

The City has carried the Insurance on both of the above mentioned items since they were in existence, so there will be no extra financial constraint to the city at this time. This is all the information that the Fire Chief, the City Secretary, and the City Manager has found at this time. If there is any other questions that we have not answered, the ESD #2 President, Ray Reed, is scheduled to attend the October 11<sup>th</sup> meeting to answer any question that we cannot answer.

Your consideration and approval of this contract will be greatly appreciated, as we are trying our best to clarify this new FY 16 – 17 contract to provide services to the District. Thank you.

Respectfully,

Brandon Kennedy  
City of Ovilla Fire Chief

## AGENDA ITEM REPORT

### Item: 6

Meeting Date: October 11, 2016

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted by: Dennis Burn, CM

Amount: N/A

Reviewed By:  City Manager  City Secretary  City Attorney

Accountant  Other

#### Attachments:

1. Ordinance 2016-19

#### Agenda Item / Topic:

ITEM 6. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2016-19 of the City of Ovilla, Texas amending Chapter 1, Section 1.02.002 of the Code of Ordinances declaring an official city newspaper and declaring an effective date.

#### Discussion / Justification:

Chapter 1, Article 1, Section 1.02.002 of the Ovilla Code of Ordinances and Section 52.004 of the Local Government Code states the municipality shall declare an official newspaper annually for required publications. The Waxahachie Daily Light is the city's current official newspaper on file. Staff uses the newspaper for postings of the annual budget and tax rate, to include publications of legal notices and documents.

#### Recommendation / Staff Comments:

#### Sample Motion(s):

I move that Council approves/denies on Ordinance 2016-19 of the City of Ovilla, Texas amending Chapter 1, Section 1.02.002 of the Code of Ordinances declaring \_\_\_\_\_ as the official city newspaper and declaring an effective date.

## ORDINANCE 2016-19

### AN ORDINANCE OF THE CITY OF OVILLA, TEXAS AMENDING CHAPTER 1, SECTION 1.02.002 OF THE CODE OF ORDINANCES DECLARING AN OFFICIAL CITY NEWSPAPER AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, section 52.004 Texas Local Government Code requires the governing body of a municipality to determine, by ordinance or resolution, which public newspaper shall be the municipality's official newspaper, as soon as practicable after the beginning of each municipal year.

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

#### SECTION ONE

That Chapter 1, Section 1.02.002 of the Code of Ordinances, City of Ovilla, Texas is hereby amended to read as follows:

The \_\_\_\_\_, a daily newspaper, is hereby declared the official newspaper of the City of Ovilla, for required publications by the City.

#### SECTION TWO

This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

**PASSED AND APPROVED on the 11<sup>th</sup> day of October 2016.**

**APPROVED:**

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Richard A. Dormier, MAYOR

**ATTEST:**

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Pamela Woodall, CITY SECRETARY

## AGENDA ITEM REPORT Item 7

Meeting Date: October 11, 2016

Discussion  Action

Submitted By: Dennis Burn, CM

Reviewed By:  City Manager  City Secretary  City Attorney  
 Accountant

Department: Administration/Police/Public Works

Budgeted Expense:  YES  NO  N/A

Amount: \$250

### Attachments:

1. Ordinance No. 2016-20

### Agenda Item / Topic:

ITEM 7. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2016-20 of the City of Ovilla, Texas, establishing 20 mile-per-hour school zones along Shiloh Road from a point 50 feet east of Bryson Lane to a point 50 feet west of the west property line of the Dolores W. McClatchey Elementary School and along Bryson Lane from a point 50 feet south of Judy Lane to the south side of the intersection of Shiloh Road, within the city limits of the City of Ovilla; providing for penalties; providing a savings clause; providing a severance clause; providing an effective date; and providing for publication.

### Discussion / Justification:

This agenda item includes Ordinance No. 2016-20. This ordinance establishes 20 mph speed limits for the two school zones at the Dolores W. McClatchey Elementary School. The two school zones are along Bryson Lane and Shiloh Trail.

The City Attorney has reviewed and approved this ordinance.

### Recommendation / Staff Comments:

Staff recommends approval of Ordinance No. 2016-20

### Sample Motion(s):

I move to approve/deny Ordinance 2016-20 of the City of Ovilla, Texas, establishing 20 mile-per-hour school zones along Shiloh Road from a point 50 feet east of Bryson Lane to a point 50 feet west of the west property line of the Dolores W. McClatchey Elementary School and along Bryson Lane from a point 50 feet south of Judy Lane to the south side of the intersection of Shiloh Road, within the city limits of the City of Ovilla; providing for penalties; providing a savings clause; providing a severance clause; providing an effective date; and providing for publication.

## ORDINANCE NO. 2016-20

AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, ESTABLISHING 20 MILE-PER-HOUR SCHOOL ZONES ALONG SHILOH ROAD FROM A POINT 50 FEET EAST OF BRYSON LANE TO A POINT 50 FEET WEST OF THE WEST PROPERTY LINE OF THE DOLORES W. MCCLATCHY ELEMENTARY SCHOOL AND ALONG BRYSON LANE FROM A POINT 50 FEET SOUTH OF JUDY LANE TO SOUTH SIDE OF THE INTERSECTION OF SHILOH ROAD, WITHIN THE CITY LIMITS OF THE CITY OF OVILLA; PROVIDING FOR PENALTIES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERANCE CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the Dolores W. McClatchey Elementary School is located within the city limits of the City of Ovilla; and

WHEREAS, the Dolores W. McClatchey Elementary School is bordered by portions of Bryson Lane and Shiloh Road within the city limits of the City of Ovilla; and

WHEREAS, a request was made to create school speed zones around the Dolores W. McClatchey Elementary School along Shiloh Road and Bryson Lane; and

WHEREAS, an analysis of the said area was conducted and it was determined that school speed zones are warranted and that 20 mile-per-hour school speed zones should be established along Shiloh Road from a point 50 feet east of Bryson Lane to a point 50 feet west of the west property line of the Dolores W. McClatchey Elementary School, and along Bryson Lane from a point 50 feet south of Judy Lane to the south side of the intersection of Shiloh Road, said roadway portions being within the city limits of the City of Ovilla; and

WHEREAS, the City Council of the City of Cedar Hill, Texas, finds and determines that it is in the best interest of the public health, safety and general welfare of the citizens of Cedar Hill, Texas, to establish the school speed zones around the Dolores W. McClatchey Elementary School as described above and as set forth herein.

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

**SECTION 1.** The portion of Shiloh Road from a point 50 feet east of Bryson Lane to a point 50 feet west of the west property line of the Dolores W. McClatchey Elementary School, and the portion of Bryson Lane from a point 50 feet south of Judy Lane to the south side of the intersection of Shiloh Road are hereby designated as a school crossing zones, as defined in Section 541.302(13) of the Texas Transportation Code (herein the "School Zones"). During the period of 7:00 a.m. to 7:45 a.m. and during the period of 3:10 p.m. to 3:45 p.m., the speed limit in the School Zones is set at twenty miles-per-hour (20 m.p.h.).

**SECTION 2.** The City Manager is hereby authorized and instructed to have installed appropriate traffic control devices to identify the School Zone and the speed limit and times set forth above. The traffic control devices shall comply with the manual and specifications for uniform traffic-control devices as set forth in Section 544.001 of the Texas Transportation Code.

**SECTION 3.** Any person, firm, partnership, corporation or other entity that violates any provision of this Ordinance shall be guilty of a misdemeanor and, upon conviction thereof in the Municipal Court of the City of Ovilla, shall be liable for a fine in an amount not to exceed \$200.00. Each and every instance of a violation of this Ordinance shall constitute a separate offense and shall be punishable by separate fines for each offense.

**SECTION 4.** In the event that any other ordinance of the City of Ovilla, Texas, heretofore enacted is found to conflict with the provisions of this ordinance, this ordinance shall prevail.

**SECTION 5.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 6.** Because of the nature of the interest and safeguard sought to be protected by this ordinance and in the interest of health, safety and welfare of the citizens of the City of Ovilla, Texas, this ordinance shall take effect immediately after passage, publication and the erection of appropriate speed limits signs, as required by law.

**SECTION 7.** The City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause hereof as an alternative method of publication provided by law.

PASSED, APPROVED and ADOPTED by the City Council of Ovilla, Texas, on this the 11<sup>th</sup> day of October, 2016.

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Richard A. Dormier, Mayor

ATTEST:

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Pamela Woodall, City Secretary

APPROVED AS TO FORM:

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Ron G. MacFarlane, Jr., City Attorney

## AGENDA ITEM REPORT

### Item 8

**Meeting Date:** October 11, 2016

Discussion  Action

**Submitted By:** Dennis Burn, CM

**Reviewed By:**  City Manager  City Secretary  City Attorney

Accountant

Other: Chief Kennedy & Chief Windham

**Departments:** Fire and Police

**Budgeted Expense:**  YES-Half  NO  N/A

**Amount:** \$187,539.20 (2 fiscal years)

#### Attachments:

1. Resolution R2016-12
2. Motorola Equipment Lease-Purchase Agreement

**ITEM 8. DISCUSSION/ACTION** – Consideration of and action on Resolution R2016-12, for a Municipal Equipment Lease-Purchase Lease Agreement #23985 between Motorola Solutions and the City of Ovilla and authorize the City Manager to execute said Agreement.

#### Discussion / Justification:

This agenda item includes an equipment lease-purchase agreement between Motorola and Ovilla. This agreement provides all the radios required by the Fire Department and Police Department. The first payment of \$93,769.60 is due on or before September 30, 2017 and the second payment of \$93,769.59 is due on or before September 30, 2018. Both payments are interest free. After the second payment is made, the radios and all related equipment become the property of Ovilla.

The FY 2016-2017 Budget includes \$90,000.00 towards the payment of the first installment. The balance of \$3,769.60 will be funded through either a budget amendment or from funds in other account(s).

FY – 2016-2017 \$93,769.60

FY – 2017-2018 \$93,769.60

Our City Attorney has reviewed and approved the agreement as to legal form.

#### Recommendation / Staff Comments:

Staff recommends approval of the agreement and authorize the City Manager to execute same.

#### Sample Motion(s):

I move to approve/deny Resolution R2016-12, for a Municipal Equipment Lease-Purchase Lease Agreement #23985 between Motorola Solutions and the City of Ovilla and authorize the City Manager to execute said Agreement.

**RESOLUTION R2016-12**  
**CERTIFIED LESSEE RESOLUTION**

*Whereas*, at a duly called meeting of the Governing Body of the Lessee (as defined in the City of Ovilla Lease No. 23985) held on October 11, 2016, the following resolution was introduced and adopted.

*Now therefore, BE IT RESOLVED* by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Ovilla (Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver and Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

RESOLVED, PASSED and APPROVED, this 11 day of October 2016.

**CITY OF OVILLA, TEXAS**

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Richard A. Dormier, Mayor

ATTEST:

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Pamela Woodall, City Secretary



9/13/16

Mr. Brandon Kennedy  
City of Ovilla  
105 Cockrell Hill  
Ovilla TX 75154

Dear Mr. Kennedy

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #23985 are valid for contracts that are executed and returned to Motorola on or before October 22, 2016. After 10/22/16, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC  
Attn: Bill Stancik / 44th Floor  
500 W. Monroe  
Chicago, IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

A handwritten signature in black ink, appearing to read "Bill Stancik".

Motorola Solutions Credit Company LLC  
Bill Stancik

## LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete Billing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-mail Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Phone: \_\_\_\_\_

2. Lessee County Location: \_\_\_\_\_

3. Federal Tax I.D. Number: \_\_\_\_\_

4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: \_\_\_\_\_

5. Equipment description that you would like to appear on your invoicing: \_\_\_\_\_

### Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

7. Payment remit to address: **Motorola Credit Corp.**  
P.O. Box 71132  
Chicago IL 60694-1132

Thank you

## EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 23985

**LESSEE:**

City of Ovilla  
105 Cockrell Hill  
Ovilla TX 75154

**LESSOR:**

Motorola Solutions, Inc.  
500 W. Monroe  
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

**1. TERM.** This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

**2. RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

**3. DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

**4. REPRESENTATIONS AND WARRANTIES.** Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

**5. NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

**6. LESSEE CERTIFICATION.** Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includable in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includable in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludability (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement does not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

**7. TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any

proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

**8. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

**9. ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

**10. LOCATION; INSPECTION.** The Equipment will not be removed from, for if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

**11. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

**12. RISK OF LOSS; DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

**13. INSURANCE.** Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

**14. INDEMNIFICATION.** Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including

attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

**15. ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

**16. EVENT OF DEFAULT.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

**17. REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

**18. PURCHASE OPTION.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

**19. NOTICES.** All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

**20. SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**21. GOVERNING LAW.** This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

**22. DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

**23. ENTIRE AGREEMENT; WAIVER.** This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

**24. EXECUTION IN COUNTERPARTS.** This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_\_ day of September, 2016.

**LESSEE:**

City of Ovilla

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

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

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

**LESSOR:**

**MOTOROLA SOLUTIONS, INC.**

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

Printed Name: David Kliefeth

Title: Authorized Signatory

#### **CERTIFICATE OF INCUMBENCY**

I, \_\_\_\_\_ do hereby certify that I am the duly elected or

(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of City of Ovilla, an entity duly organized and existing under the laws of the State of Texas that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity

holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 23985, between City of Ovilla and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

**IN WITNESS WHEREOF**, I have executed this certificate and affixed the seal City of Ovilla, hereto this \_\_\_\_\_ day of September, 2016.

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

SEAL

(Signature of Secretary/Clerk)

#### OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement # 23985 by and between Motorola Solutions, Inc. (Lessor) and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

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Attorney for City of Ovilla

**SCHEDULE A**  
**EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A**                   **23985**  
**Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number 23985 ("Lease"), between Motorola Solutions, Inc. ("Lessor") and City of Ovilla ("Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

<b>QUANTITY</b>	<b>DESCRIPTION (Manufacturer, Model, and Serial Nos.)</b>
	Refer to attached Equipment List.
<b>Equipment Location:</b>	

**Initial Term: 24 Months**

**Commencement Date: 10/1/2016**

**First Payment Due Date: 9/30/2017**

**2 annual payments of \$93,769.60 as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.**

QTY	NOMENCLATURE	DESCRIPTION
<b>10</b>	<b>FD APX 6000 XE M1.5 GREEN W/ XE500</b>	
10	H98UCD9PW5BN	APX6000 7/800 MODEL 1.5 PORTABLE
10	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE
10	QA06305	ALT: RUGGED TIA4950 BATT IMPRES 2 LIION 2650MAH
10	Q806	ADD: ASTRO DIGITAL CAI OPERATION
10	QA02006	ENH: APX6000XE RUGGED RADIO
10	QA01427	ALT: IMPACT GREEN HOUSING
10	H38	ADD: SMARTZONE OPERATION
10	Q361	ADD: P25 9600 BAUD TRUNKING
10	NNTN8930	BATTERY PACK,LITHIUM ION,APX TIA4950 STD BATTERY
10	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA
10	PMMN4106A	AUDIO ACCESSORY-AUDIO ADAPTER,NEXT GEN FIRE RSM MODEL 1
<b>2</b>	<b>FD APX 6000 XE M2.5 GREEN W/ XE500</b>	
2	H98UCF9PW6BN	APX6000 7/800 MODEL 2.5 PORTABLE
2	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE
2	QA06304	ALT: RUGGED TIA4950 BATT IMPRES 2 LIION 4500MAH
2	Q806	ADD: ASTRO DIGITAL CAI OPERATION
2	QA02006	ENH: APX6000XE RUGGED RADIO
2	QA01427	ALT: IMPACT GREEN HOUSING
2	H38	ADD: SMARTZONE OPERATION
2	Q361	ADD: P25 9600 BAUD TRUNKING
2	NNTN8930	BATTERY PACK,LITHIUM ION,APX TIA4950 STD BATTERY
2	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA
2	PMMN4106A	AUDIO ACCESSORY-AUDIO ADAPTER,NEXT GEN FIRE RSM MODEL 1
<b>5</b>	<b>FD APX 4500 O2 GREEN</b>	
5	M22URS9PW1 N	APX4500 7/800
5	G174	ADD: ANT 3DB LOW-PROFILE 762-870
5	W22	ADD: PALM MICROPHONE
5	G66	ADD: DASH MOUNT O2 WWM
5	G24	ADD: 3 YEAR SERVICE FROM THE START LITE
5	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM
5	G201	ADD:IMPACT GREEN COLOR HOUSING (O2)
5	G444	ADD: APX CONTROL HEAD SOFTWARE
5	GA00804	ADD: APX O2 CONTROL HEAD (Green)
5	G831	ADD: SPKR 15W WATER RESISTANT
<b>2</b>	<b>FD APX 6500 O2 DUAL HEAD GREEN</b>	
2	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE
2	G24	ADD: 3 YEAR SERVICE FROM THE START LITE
2	G610	ADD: REMOTE MOUNT CBL 30 FEET
4	W22	ADD: PALM MICROPHONE
2	GA00092	ADD: DUAL-CONTRL HD HARDWARE
2	G201	ADD:IMPACT GREEN COLOR HOUSING (O2)
2	G67	ADD: REMOTE MOUNT MID POWER
2	G806	ADD: ASTRO DIGITAL CAI OPERATION
2	G444	ADD: APX CONTROL HEAD SOFTWARE
2	G174	ADD: ANT 3DB LOW-PROFILE 762-870
4	G831	ADD: SPKR 15W WATER RESISTANT

2	G51	ENH: SMARTZONE OPERATION APX6500
2	G361	ADD: P25 TRUNKING SOFTWARE
2	GA00235	ADD: NO GPS ANTENNA NEEDED
2	GA00804	ADD: APX O2 CONTROL HEAD (Grey)
<b>FD APX 4500 CONTROL STATION</b>		
2	M22URS9PW1 N	APX4500 7/800
2	G175	ADD: ANT 3DB ELEVATED FEED 762-870
2	W382	ADD: CONTROL STATION DESK GCAI MIC
2	G66	ADD: DASH MOUNT O2 WWM
2	G24	ADD: 3 YEAR SERVICE FROM THE START LITE
2	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM
2	G91	ADD: CONTROL STATION POWER SUPPLY
2	W665	ADD: CONTROL STATION OPERATION
2	GA00804	ADD: APX O2 CONTROL HEAD (Green)
2	G444	ADD: APX CONTROL HEAD SOFTWARE
2	G142	ADD: NO SPEAKER NEEDED
2	GA00235	ADD: NO GPS ANTENNA NEEDED
<b>FD APX 4500 CS ANTENNA SYSTEM</b>		
2	DSSMD783U	SIDE MOUNTED EXPOSED DIPOLE, 0 DBD, 190 DEG BW, 746-870 MHZ, PIM RATED
300	L3570	FSJ4RK-50B CABLE: 1/2" SUPERFLEX FOAM COAX BLCK FIRE RETARDANT JCKT,
4	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
4	TDN8810	F4PNF-C 1/2" TYPE N FEMALE CONNECTOR
2	DSTSXNFMPBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, NF/MALE BIDIRECTIONAL PIM W/BF
2	DQBFN	MOUNTING KIT FOR SUPPRESSORS
10	L3579	FSJ1RK-50B CABLE: 1/4" FSJ, FLAME RETARD.JKT, 50-OHM
2	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
2	DSF1MU	F1MU 1/4" MINI UHF MALE S FLEX CONNECTOR
<b>PD APX 6000 M2.5 W/ XP RSM</b>		
9	H98UCF9PW6BN	APX6000 7/800 MODEL 2.5 PORTABLE
9	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE
9	Q806	ADD: ASTRO DIGITAL CAI OPERATION
9	H38	ADD: SMARTZONE OPERATION
9	Q361	ADD: P25 9600 BAUD TRUNKING
9	PMNN4485	BATT IMPRES 2 LIION R IP68 2550T
9	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA
9	NMN6274A	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MM THRD JACK
<b>PD APX 8000 M2.5 W/ XP RSM</b>		
3	H91TGD9PW6 N	APX 8000 ALL BAND PORTABLE MODEL 2.5
3	Q58	ADD: 3 YEAR SERVICE FROM THE START LITE
3	QA05509	DEL: DELETE UHF BAND
3	Q806	ADD: ASTRO DIGITAL CAI OPERATION
3	H38	ADD: SMARTZONE OPERATION
3	Q361	ADD: P25 9600 BAUD TRUNKING
3	QA05336	DEL: DELETE BLUETOOTH
3	PMNN4485	BATT IMPRES 2 LIION R IP68 2550T
3	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA
3	NMN6274A	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MM THRD JACK
<b>PD APX 7500 O5 DUAL BAND</b>		

6	M30TSS9PW1 N	APX7500 DUAL BAND MID POWER
8	G67	ADD: REMOTE MOUNT MID POWER
6	W22	ADD: MOTORCYCLE PALM MIC
6	GA00235	ADD: NO GPS ANTENNA NEEDED
6	GA00244	ADD: 7/800MHZ PRIMARY BAND
6	GA00308	ADD: VHF MP SECONDARY BAND
6	GA00579	ADD: ENABLE DUAL BAND OPERATION
6	G78	ADD: 3 YEAR SERVICE FROM THE START LITE
6	G51	ENH: SMARTZONE OPERATION APX
6	G806	ADD: ASTRO DIGITAL CAI OPERATION
6	G444	ADD: APX CONTROL HEAD SOFTWARE
6	G442	ADD: O5 CONTROL HEAD
6	G831	ADD: SPKR 15W WATER RESISTANT
6	G174	ADD: ANT 3DB LOW-PROFILE 762-870
6	G300	ADD: 1/4 WAVE ROOF TOP ANT VHF
6	G361	ADD: P25 TRUNKING SOFTWARE
<b>PD APX 4500 CONTROL STATION</b>		
1	M22URS9PW1 N	APX4500 7/800
1	G175	ADD: ANT 3DB ELEVATED FEED 762-870
1	W382	ADD: CONTROL STATION DESK GCAI MIC
1	G66	ADD: DASH MOUNT O2 WWM
1	G24	ADD: 3 YEAR SERVICE FROM THE START LITE
1	QA02758	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM
1	G91	ADD: CONTROL STATION POWER SUPPLY
1	W665	ADD: CONTROL STATION OPERATION
1	GA00804	ADD: APX O2 CONTROL HEAD (Green)
1	G444	ADD: APX CONTROL HEAD SOFTWARE
1	G142	ADD: NO SPEAKER NEEDED
1	QA00235	ADD: NO GPS ANTENNA NEEDED
<b>PD APX 4500 CS ANTENNA SYSTEM</b>		
1	DSSMD783U	SIDE MOUNTED EXPOSED DIPOLE, 0 DBD, 190 DEG BW, 746-870 MHZ, PIM RATED
150	L3570	FSJ4RK-50B CABLE: 1/2" SUPERFLEX FOAM COAX BLCK FIRE RETARDANT JCKT,
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
2	TDN8810	F4PNF-C 1/2" TYPE N FEMALE CONNECTOR
1	DSTSXNFMPBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, NF/MALE BIDIRECTIONAL PIM W/BF
1	DQBFN	MOUNTING KIT FOR SUPPRESSORS
5	L3579	FSJ1RK-50B CABLE: 1/4" FSJ, FLAME RETARD.JKT, 50-OHM
1	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
1	DSF1MU	F1MU 1/4" MINI UHF MALE S FLEX CONNECTOR

## City of Ovilla (Schedule B)

Compound Period: Annual

Nominal Annual Rate: 0.000%

### CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/1/2016	\$ 187,539.19	1		
2 Payment	9/30/2017	\$ 93,769.60	2	Annual	9/30/2018

### AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 10/1/2016				\$187,539.19
1 9/30/2017	\$ 93,769.60	\$ -	\$ 93,769.60	\$ 93,769.59
2 9/30/2018	\$ 93,769.60	\$ 0.01	\$ 93,769.59	\$ -
Grand Totals	\$187,539.20	\$ 0.01	\$187,539.19	

INITIAL INSURANCE REQUIREMENT: \$187,539.19

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

## **EVIDENCE OF INSURANCE**

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 23985 to that Equipment Lease Purchase Agreement number 23985 will be maintained by the City of Ovilla as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number 23985 , City of Ovilla, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

**Certificate shall include the following:**

Description: All Equipment listed on Schedule A number 23985 to that Equipment Lease Purchase Agreement number 23985 . Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 23985 and list any deductibles.

**Certificate Holder:**

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee  
1303 E. Algonquin Road  
Schaumburg, IL 60196

**If self-insured, contact Motorola representative for template of self-insurance letter.**

## STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of City of Ovilla?

3. Does the equipment replace existing equipment?

If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

## Bank Qualified Statement

LESSEE CERTIFIES THAT HAS NOT DESIGNATED THIS LEASE No. 23985 AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

## CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the City of Ovilla Lease No. 23985) held on September \_\_\_, 2016, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Ovilla (Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

# **EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE**

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 23985      Lease Schedule A No. : 23985

## **EQUIPMENT INFORMATION**

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 23985. See Schedule A for a detailed Equipment List.

LESSEE: City of Ovilla

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

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

## Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

### Part I Reporting Authority

1 Issuer's name <b>City of Ovilla</b>		If Amended Return, check here ► <input type="checkbox"/>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		2 Issuer's employer identification number (EIN) 3	
4 Number and street (or P.O. box if mail is not delivered to street address) <b>105 Cockrell Hill</b>	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code <b>Ovilla TX 75154</b>		7 Date of issue <b>10/1/2016</b>	
8 Name of issue <b>Equipment Lease-Purchase Agreement 23985</b>		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

### Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	12 Health and hospital	13 Transportation	14 Public safety	15 Environment (including sewage bonds)	16 Housing	17 Utilities	18 Other. Describe ►	19 If obligations are TANs or RANs, check only box 19a	20 If obligations are BANs, check only box 19b	21 If obligations are in the form of a lease or installment sale, check box	22	23
► <input type="checkbox"/>											178,351.35	11
► <input type="checkbox"/>											15	12
► <input type="checkbox"/>											16	13
► <input type="checkbox"/>											17	14
► <input type="checkbox"/>											18	19

### Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	9/30/18	\$ 178,351.35	\$ 178,351.35	2 years	3.39 %

### Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	23 Issue price of entire issue (enter amount from line 21, column (b))	24 Proceeds used for bond issuance costs (including underwriters' discount)	25 Proceeds used for credit enhancement	26 Proceeds allocated to reasonably required reserve or replacement fund	27 Proceeds used to currently refund prior issues	28 Proceeds used to advance refund prior issues	29 Total (add lines 24 through 28)	30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	22	23
							29	30	178,351.35	

### Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	32 Enter the remaining weighted average maturity of the bonds to be advance refunded	33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	years
--	--	--	--	-------

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63778S

Form 8038-G (Rev. 9-2011)

**Part VI Miscellaneous**

35		
36a		
37		

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .

36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .

    b Enter the final maturity date of the GIC ► \_\_\_\_\_

    c Enter the name of the GIC provider ► \_\_\_\_\_

37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ►  and enter the following information:

    b Enter the date of the master pool obligation ► \_\_\_\_\_

    c Enter the EIN of the issuer of the master pool obligation ► \_\_\_\_\_

    d Enter the name of the issuer of the master pool obligation ► \_\_\_\_\_

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ►

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ►

41a If the issuer has identified a hedge, check here ►  and enter the following information:

    b Name of hedge provider ► \_\_\_\_\_

    c Type of hedge ► \_\_\_\_\_

    d Term of hedge ► \_\_\_\_\_

42 If the issuer has superintegrated the hedge, check box . . . . . ►

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ►

44 If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ►

45a If some portion of the proceeds was used to reimburse expenditures, check here ►  and enter the amount of reimbursement . . . . . ► \_\_\_\_\_

    b Enter the date the official intent was adopted ► \_\_\_\_\_

<b>Signature and Consent</b>	<p>Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.</p>			
<b>Paid Preparer Use Only</b>	<span style="font-size: 2em; color: #0070C0;">►</span> Signature of issuer's authorized representative		Date	Type or print name and title
	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ►	Firm's EIN ►	PTIN	
	Firm's address ►			Phone no.

## AGENDA ITEM REPORT Item: 9

Meeting Date: October 11, 2016

Department: All departments

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted By: Dennis Burn, CM

Amount: \$N/A

Reviewed By:  City Manager  City Secretary  City Attorney  
 Accountant  Other: Staff

### Attachments:

1. Strategic Guide 2013-2018

### Agenda Item / Topic:

ITEM 9. *DISCUSSION/ACTION* – Consideration of and action on the status and updates of the Strategic Guide 2013-2018, and direct staff as necessary.

### Discussion / Justification:

This agenda item includes the 2013-2018 Strategic Guide. New updates are included in the margins with dates and comments relative to the individual steps.

Staff reviewed and addressed new updates to Goal Statement 2 with the Ovilla Park Board at their October 03 Park Board Meeting. All updates will be reviewed at the meeting.

\* Staff will prepare and replace this guide in a new format for easier and cleaner updates in the future.

### Recommendation / Staff Comments:

### Sample Motion(s):

No Action...

or

I move to...



# OVILLA, TEXAS

## STRATEGIC GUIDE

### 2013-2018

#### **City Council**

**Richard Dormier, Mayor**  
**David Griffin, Mayor Pro Tem, Place 3**  
**Rachel Huber, Place 1**  
**Larry Stevenson, Place 2**  
**Doug Hunt, Place 4**  
**Dean Oberg, Place 5**  
**Mike Myers, Place 5 (2016)**

**Updated October 2016**

Adopted by Resolution R2014-005  
March 2014

# City of Ovilla

## VISION:

Ovilla is, and will continue to be, a safe, family and business friendly community with a small town feel.

## MISSION:

We will demonstrate leadership and adopt policies that reflect the values of the citizens of the City of Ovilla.

## VALUES:

1. Small Town Feel
2. Close Krt Community
3. Integrity
4. Involved Community
5. Business Friendly

### Goal Statement I

*Ensure future planning continues to enhance the characteristics of the City of Ovilla by December 2018.*

### Goal Statement II

*Create a Master Parks Plan that connects the community by December 2018.*

### Goal Statement III

*Create a Capital Improvement Plan by December 2018.*

### Goal Statement IV

*Create a Strategic Plan for Economic Development by December 2014.*

### Goal Statement V

*Showcase the City of Ovilla during the Heritage Day Festival by December 2018.*

# Strategic Goals and Leadership Teams

## Goal Statement I

*Ensure future planning continues to enhance the characteristics of the City of Ovilla*

Team: Planning & Zoning Commission, Mike Dooly, Mike Moon, Cyndy Powell

*WHY Statement: Orderly planning for residential growth and economic development will enhance our quality of life.*

## Goal Statement II

*Create a Master Parks Plan that connects the community*

Team: Parks Board, Brad Piland, Pam Woodall, Cyndy Powell

*WHY Statement: The creation of a parks master plan will provide the City with an opportunity to seek grants to enhance the existing parks system and create a place for the community to gather.*

## Goal Statement III

*Create a Capital Improvement Plan*

Team: Municipal Services Advisory Committee (MSAC), Brad Piland, Philip Brancato, Linda Harding, Cyndy Powell

*WHY Statement: A capital improvement plan will identify the capital equipment and infrastructure needs for investing in our community for the long range.*

## Goal Statement IV

*Create a Strategic Plan for Economic Development*

Team: Ovilla Economic Development Corporation, Cyndy Powell

*WHY Statement: A Strategic Plan for economic development will provide guidance for long range planning to attract residents and businesses to the community to enhance our quality of life and increase our tax base.*

## Goal Statement V

*Showcase the City of Ovilla during the Heritage Day Festival*

Team: Heritage Day Committee, Mike Dooly, Mike Moon, Linda Harding, Cyndy Powell - *WHY Statement: Showcasing the City during Heritage Day will provide the community with a sense of place and pride and attract visitors to our community.*

**Goal Statement I: Ensure future planning continues to enhance the characteristics of the City of Ovilla by December 2018**

	Action Steps	Target Date	Who	Completion Date
1	Invite the community to validate the Vision, Mission, and Values on regular basis decided by the council.			
	Task 1. Hold Town Hall Meetings for Citizen input.	November 09, 2013 and March 24, 2014.	Citizens, Boards, Commissions, Council, and staff. <b>COMPREHENSIVE LAND USE PLAN ADOPTED AUG. 2010</b>	November 09, 2013 and March 24, 2014.
	Task 2. Present Quarterly Update to Council at a Regular Meeting.	June 2014, September, December, March	Make presentation during budget meeting. Update in September, December and March.	June 2014, Sept. 2014
	Task 3. Publish Strategic Guide as updated on the City's web site.	Quarterly	Staff provides updated Strategic Guide quarterly for Council review and publishes on the city's web site.	June 2014, Sept. 2014
2	Attract high end residential development. Minimum 2,400 sq.ft. homes. Maintain our high standards for house and lot minimums.			
	Task 1. PLANNED DEVELOPMENT PD1	2015	HARGROVE REAL EST. & ENG. CONCEPTS	MAY 2015
	Task 2. BRYSON MANOR		SHAW DEVELOPMENT	2018
	Task 3. HIDDEN VALLEY ESTATES		ALLUVIUM DEVELOPMENT	2018
3	Develop Entry Way Signage.			
	Task 1. Partner with the Economic Development Corporation to design entry signage for the major gateways into the City.	July 2014	EDC, STAFF, CONSULTANT	2017
	Task 2. Consider Design and Cost Options for Entry Way Signage.	June 2015	EDC, STAFF, CONSULTANT	2017
	Task 3. Consider Installation timeframe for each entry way sign.	June 2015	EDC, STAFF, CONSULTANT	2017
4	Review ordinances to ensure property values are maintained and/or increased.			
	Task 1. Contract with Sherry Sefko to review and revise ordinances.	December 2014	NEW CONSULTANT HIRED	2017
	Task 2. Adopt updated residential building codes by Ordinance.	October 2014	STAFF	2016
	Task 3. Compare historic district ordinance to existing city code.		NEW CONSULTANT HIRED	2017
	<b>TASK 4. UPDATE STANDARD CONSTRUCTION DETAILS</b>	2016	CITY ENGINEER AND CITY STAFF	2016

5	<b>Create opportunities for Citizen Involvement.</b>			
	Task 1. Find Chairman for Committees.	Ongoing	Park Board, Municipal Development District, Municipal Services Advisory Committee, and Heritage Day Committee need citizen involvement. <i>Pz, BOA</i>	2015
	Task 2. Promote Committee/Board volunteer opportunities and Recruit citizens for Committee board member positions.	Ongoing	MSAC and Parks Board formed in July 2014, notices posted on the City's website, placed in the quarterly newsletter, and sign ups at Heritage Day.	2014
Task 3. Establish objectives for committees.				
6	<b>Continue to implement strategies that keep our community safe.</b>			
	Task 1. Revitalize Neighborhood Crime Watch program.	ONGOING	Include information in Winter Newsletter; add a link on the Police Department web page for neighborhoods to sign up for Crime Watch Committee; PD will speak at the meetings when invited.	ANNUALLY
	Task 2. EST. CITIZEN POLICE ACADEMY	ONGOING	POLICE DEPARTMENT	ANNUALLY
Task 3.				
7	<b>Educate Community on Ovilla's Emergency Preparedness Plan.</b>			
	Task 1. Hold Emergency Preparedness Training for Elected Officials and City staff bi-annually.	February 2014	Training was held in February 2014, plan to hold in February 2016 and invite Citizens. <i>SCHEDULE FOR 2017</i>	ONGOING
	Task 2. Participate in Jurisdictional Emergency Preparedness Training Opportunities.	Ongoing as available	OVILLA BEGAN PARTICIPATING W/ SRRG IN 2015	ONGOING
Task 3. Hazard Mitigation Planning with Ellis County.		Occurring	The Police and Fire Departments continue to participate in HAZARD MITIGATION COMMITTEE MTGS. FOR ELLIS CO.	ONGOING

**Value of accomplishing this goal:**

- Decisions made will be consistent with Vision, Mission, and Values.
- Provides a clear focus on the characteristics of the community.
- The community identified the characteristics in the strengths and values of this document.



**SCHEDULE FOR CONSULTANTS  
TO TRAIN STAFF & OFFICIALS  
ON ACTIVE SHOOTER SCENARIOS.**

**Goal Statement II: Create a Master Parks Plan that connects the community by December 2018**

	Action Steps	Target Date	Who	Completion Date
1	<b>Develop current Park.</b> Master Parks Plan pending CLUP & Strategic Plan			
	Task 1. Evaluate needs of Heritage Park and develop improvement plan and budget.	occurring	PWorks has been working on Heritage Park	AVG. 2016
	Task 2. Hold <i>Music in the Park</i> summer concert event.	June 2015	Texas Downtown Association suggested the City host a family friendly music event in Heritage Park for the community to bring attention to Downtown. The Board is making plans for Friday, June 05, 2015.	JUNE 2015 JUNE 2016
	Task 3. Movie in the Park	occurring	Park Board and staff are planning this event	APRIL? DEC 2016
2	<b>Create satellite recreation areas around town.</b>			
	Task 1. Consider Developer's Dedication of Parkland and the fit with the Strategic Guide.			
	Task 2. Evaluate needs of existing satellite parks and develop improvement plan and budget.			
	Task 3.			
3	<b>Work with ORCS to develop park plan. (OVILLA ROAD CHRISTIAN SCHOOL)</b>			
	Task 1.			
	Task 2.			
	Task 3.			
4	<b>Establish ordinances that promote park/recreation areas in new developments.</b>			
	Task 1. Establish Parks Board Ordinance.	July 2014	Board established in July, members appointed by November, first meeting held December.	July 2014, December 2014
	Task 2. Review and Revise Parkland Dedication Fee.	Occurring	Staff is evaluating the fees and will present a recommendation for the Board's consideration at a future meeting.	
	Task 3. Revise Parks Ordinance	February 2015	Board reviewed and revised Parks Ordinance and recommended staff present to Council for consideration at a future meeting.	January 2015
5	<b>Develop City Park Maintenance Plan.</b>			

6

Task 1. Revisit Existing Maintenance Plan.	September 2014	Parks and play equipment are inspected twice monthly when servicing and maintaining parks to make sure safety standards are met. Each year funds are budgeted to replace equipment with age specific equipment in playground areas.	September 2014
Task 2.. <b>PLAYGROUND EQUIPMENT</b>			
Task 3. <u>BEGAN USING PUBLIC PLAYGROUND SAFETY HANDBOOK - RECOMMENDED BY TML</u>		<u>INSPECTION REPORTS SUBMITTED MONTHLY TO PARK BOARD + COUNCIL</u>	<u>MAY 2010</u>
Explore developing partnerships with other community entities for parks and recreation opportunities (churches).			
Task 1.			
Task 2.			
Task 3.			

**Value of accomplishing this goal:**

- Attracts families to the community.
- Encourages the citizens to participate in different activities.
- It supports the characteristics of Ovilla.

### Goal Statement III: Create a Capital Improvement Plan by December 2018

Action Steps	Target Date	Who	Completion Date
<b>1</b> Need to identify challenges and potential shortfalls with additional development and current revenue rate.			
Task 1. Establish Municipal Services Advisory Committee (MSAC) to develop Plan.	July 2014	Need members. Publicize in newsletter; hold sign ups at Heritage Day	
Task 2.			
Task 3.			
<b>2</b> Need to assess potential current and future water problems.			
Task 1. WATER & SEWER IMPACT FEE	2016		2017
Task 2. STUDY UPDATE			
Task 3.			
<b>3</b> Need to assess the level of city services.			
Task 1. Send a Citizen Survey.			
Task 2.			
Task 3.			
<b>4</b> Develop strategy of how to increase water pressure.			
Task 1. Determine and evaluate problem area(s).		CITY STAFF INSTALLED 12" WATER LINE ALONG WATER STREET	2015
Task 2. DETERMINE & EVALUATE PROBLEM AREAS		CITY ENGINEER WILL DESIGN -	2017
<b>5</b> Establish fund for major street/water/sewer repairs and capital equipment (such as fire engines).		AND CONTRACTOR WILL INSTALL 12" WATER LINE THROUGH HERITAGE PARK	
Task 1. Needs assessment and timeline.			
Task 2. Evaluate funding options.			
Task 3. Develop strategy and timeline.			

Value of accomplishing this goal:

- Provides a needs assessment of current status.
- Provides plan to move forward.
- funding options to be discussed and decided by Community.

• Identifies

## Goal Statement IV: Create a Strategic Plan for Economic Development by 2014

	Action Steps	Target Date	Who	Completion Date
1	<b>The Economic Development Plan must support Ovilla's Vision, Mission, Values, and Goals.</b>			
	Task 1. Revise Vision: The Ovilla EDC envisions an expanded business and commercial sector that will enable every citizen to realize their full potential.	March 2014	OEDC Board	March 17, 2014
	Task 2. Revise Mission: To create an economic environment that is diverse and strong by demonstrating our commitment to business retention and expansion by initiating a proactive approach toward business recruitment that meets or exceeds the expectations of our community.	March 2014	OEDC Board	March 17, 2014
	Task 3. Revise Goals and Objectives and Incorporate into City-wide plan.	March 2014	OEDC Board	March 17, 2014
	Task 4. Maintain the quality of life enjoyed by Ovilla's citizens by protecting and enhancing its natural beauty and preserving and enhancing its historical heritage.	Ongoing	policy driven	
	Task 5. Work with the Parks Board to develop a parks master plan.	Summer 2015	EDC can participate in certain features of community park development.	
2	<b>The plan needs to identify businesses that are desired and sustained by the economy.</b>			
	Task 1. Retain and/or create additional, well paying, jobs with benefits.	Ongoing	Staff to seek medical (dialysis, physicians), retail (small-medium national chains, restaurants, consumer goods/services), mom & pop's, business park-identify tracts that can support small corporate headquarters, 25K sqft building with 40 employees.	
	Task 2. Assist and support our existing businesses.	Spring 2015	Staff to develop and publish a list of businesses on the web site, including home-based, to promote "What Ovilla offers close to home".	
	Task 3. Effectively market our community both internally and externally.	Promotions July-September 2014, Branding RFP fall 2014. Phase 1 FY2014-15 and Phase 2 in FY2015-16 budget.	Promote the community through Heritage Day advertising in regional publications, TML's festival listings, Texas Highways, Texas Downtown Association; create web page to promote the event and email address to respond to inquiries. Evaluate Branding agencies and short range plan to implement.	Promotion accomplished July 2014.
	Task 4. Update business profile created by Retail Coach.	Spring 2015	Utilize work completed by Retail Coach, revising demographics to update business profile and utilize at ICSC.	
3	<b>The plan needs to address viable businesses for FM664/Ovilla Road development.</b>			
	Task 1. Monitor progress of TxDOT Plans for expansion of FM664 and partner where possible for entrance signage.	July 2014, follow up and monitor status of project	TxDOT suggested preliminary sign design be submitted to their engineers to determine feasibility with plans.	July 2014, follow up
	Task 2. Participate in Best Southwest Partnership and area Chambers.	Ongoing-renewed membership to Associate Level	Membership and participation will provide exposure to businesses looking at the region.	ONGOING

4	<b>Identify what the City's responsibility will be in supporting the infrastructure when FM664 to Westmoreland is completed.</b>			
	Task 1. Assess and evaluate infrastructure needs and develop plan to address those needs and return on investment.	Work with MSAC once board is established	Utilize water and sewer study to support future development plans. Review CIP plan.	
	Task 2. Create economic development guidelines and toolbox for incentivizing economic development.	January 2016	Guidelines for tax abatement and infrastructure support. Use separate policy for commercial and retail.	
	Task 3. Leverage the assets of the city, including infrastructure, services, and funds with State and Federal programs to attract new businesses to Ovilla.	Ongoing	Guidelines for 380 agreements.	
5	<b>The plan should explore business opportunities for the Downtown Improvement Plan.</b>			
	Task 1. Receive assessment from Texas Downtown Association (TDA) regarding similar small cities' successful downtown revitalization programs.	August 2014	Invite the community and downtown property owners to hear ideas of successful downtown revitalization projects.	September 2014
	Task 2. Develop a matching grant program to incentivize restoration and façade improvements.	January 2015	Develop policy and criteria for a matching grant program.	
	Task 3. Develop a vision and long-range plan with the property owners for Historic Downtown.	June - September 2014	<p>Utilizing guidance from Texas Downtown Association's onsite Assessment of Historic Downtown and Report, EDC established these goals to support redevelopment downtown.</p> <p><b>Short-term goals:</b></p> <ul style="list-style-type: none"> <li>• Develop community events for Downtown and Heritage Park – semi-annual and quarterly in future, events such as movie night, food trucks, picnics, music or jazz in the park.</li> <li>• Expand Heritage Day festivities with Carnival rides through an outside sponsor.</li> <li>• Close Water Street.</li> <li>• Develop "Ovilla's Story" to market the City and Historic Downtown.</li> </ul> <p><b>Mid-term goals:</b></p> <ul style="list-style-type: none"> <li>• Restrooms in Heritage Park - Get estimates in 2015 for construction, installation, maintenance, life span to consider project in 2016.</li> <li>• The EDC will revisit investing in improvements for Downtown for street repaving, streetlights, sidewalks, seating, and signage as redevelopment progresses.</li> <li>• Compare historic district ordinance to existing city code; resolve conflicts and relax downtown design codes for compatible structures with existing structures.</li> <li>• Recommended the newly formed Parks Board review the recommendation for hike and bike trails.</li> </ul>	September 2014
	Task 4. Restrooms for Heritage Park to support hosting downtown events to draw the community downtown.	May 2015	Obtain costs for installation of restrooms in Heritage Park, project for future budget.	

**Value of accomplishing this goal:**

- Diversifies the tax base.
- Identifies economic opportunities.
- Will support the goals of the community.
- Will bring services to the citizens.

**Goal Statement V: Showcase the City of Ovilla During the Heritage Day Festival by December 2018**

Action Steps	Target Date	Who	Completion Date
<b>1 Create different marketing tools to attract high end residential developers.</b>			
Task 1. Create a brand for the City.	July 2014 -Dec 2016	Economic Development has budgeted phase 1 for FY15 and anticipates phase 2 in FY16 for Branding.	
Task 2. <b>STRATEGIC PLAN</b>	<b>2017</b>	<b>CONSULTANT, STAFF, EDC</b>	
Task 3.			
<b>2 Create different marketing tools to attract desired businesses.</b>			
Task 1. Promote Heritage Day by advertising in regional publications, TML's festival listings, Texas Highways, Texas Downtown Association.	July - September 2014	Increased advertising in NOW Magazines, EDC assisted with cost. Promoted through regional listings in state publications, continue annually.	July -September 2014
Task 2. Create web page to promote the event and email address to respond to inquiries.	July 2014	Created web page and flyer to promote the event and a Heritage Day email address to respond to inquiries.	
Task 3.			
<b>3 Create large map of Ovilla that identifies properties available for residential/commercial development.</b>			
Task 1. OEDC budget for aerial maps.	August 2014	Ordered aerial contours map for delivery summer 2015.	
Task 2. Display BSW Map at Heritage Day, next year utilize parcel mapping with developer/broker identifications, acreage, etc.	September 2014		
Task 3.			

**Value of accomplishing this goal:**

- Creates Community.
- Reinforces the values of the community.
- Gives the residents the opportunity to meet each other.

## AGENDA ITEM REPORT Item 10

Meeting Date: October 11, 2016

Discussion  Action

Submitted By: Dennis Burn, CM

Reviewed By:  City Manager  City Secretary  City Attorney

Accountant

Other: PW Director, Brad Piland

Department: Public Works

Budgeted Expense:  YES  NO  N/A

Amount: \$18,290

### Attachments:

1. Engineering Services Agreement for 12 Inch Waterline

ITEM 10. **DISCUSSION/ACTION** – Consideration of and action on an engineering services Agreement by and between Birkhoff, Hendricks & Carter, LLP and the City of Ovilla for the Red Oak Creek 12" Water Line Project, authorizing the City Manager to execute said Agreement.

### Discussion / Justification:

This agenda item includes an engineering services Agreement with our City Engineer Birkhoff, Hendricks & Carter, L.L.P. This Agreement is for the design, bidding and construction administration for a 12 inch waterline through Heritage Park, across Red Oak Creek and connection to an existing waterline in the FM 664 right-of-way.

Funds for this project were included in the FY 2016-2017 Budget in the Water and Sewer Impact Fund and the Capital Projects Fund.

Our City Attorney has approved this agreement as to legal form.

### Recommendation / Staff Comments:

Staff recommends approval of the agreement and authorize the City Manager to execute same.

### Sample Motion(s):

I move to approve/deny an engineering services Agreement by and between Birkhoff, Hendricks & Carter, LLP and the City of Ovilla for the Red Oak Creek 12" Water Line Project, authorizing the City Manager to execute said Agreement.

## **ENGINEERING SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the **City of Ovilla, Texas**, hereinafter referred to as "City", and **Birkhoff, Hendricks & Carter, L.L.P.**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

### **WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Engineer to complete construction plans and specifications for the **Red Oak Creek 12-inch Water Line Project**, both located in the City of Ovilla, Texas, hereinafter referred to as the "Project"; and

**WHEREAS**, the Engineer desires to render such engineering services for the City under the terms and conditions provided herein.

### **NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

#### **I. Employment of the Engineer**

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and condition of this Agreement.

#### **II. Scope of Services**

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the City.

#### **III. Schedule of Work**

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service to completion as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement.

#### **IV. Compensation and Method of Payment**

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such monthly progress reports and itemized statements as are described in said Exhibit "C". City agrees to pay invoices upon receipt.

#### **V. Information to be Provided by the City**

The City agrees to furnish, if available, prior to commencement of services, all that information set forth and described on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

#### **VI. Indemnification and Insurance**

Engineer shall indemnify, save, hold harmless and defend City, its officers, agents and employees with respect to any claims or demands, actions, damages, costs and expenses, including, without limitation, attorneys' fees and costs of litigation, arising from the death or injury of any person whomsoever, or any loss, damage or destruction of any property whatsoever, resulting directly or indirectly from any intentional, negligent or grossly negligent act, error or omission of the Engineer, its agents, servants, employees or other persons acting on Engineer's behalf and arising from or related to Engineer's performance under this Agreement.

Engineer further 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, the following policies of insurance:

- A. Commercial General Liability insurance 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. Automobile Liability insurance providing coverage for owned, non-owned, hired and leased vehicles of Consultant with combined single limits for injury or damage in any one (1) accident of \$1,000,000.00;

- D. Worker's Compensation insurance in the amounts required by applicable laws of the State of Texas; and
- E. Professional Liability Insurance in the amount of \$2,000,000.00.

Engineer further agrees to name the City as an additional insured on the Commercial General Liability, Contractual Liability and Automobile Liability policies. Such insurance policies 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 the City were not so named, and that the insurance is primary and shall be without contribution from any similar insurance available to the City.

### **VII. Independent Contractor**

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

### **VIII. Assignment and Subletting**

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

### **IX. Audits and Records**

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

## **X. Contract Termination**

The parties agree that City or the Engineer shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to the other. In the event of such termination without cause, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all services completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

## **XI. Engineer's Opinion of Cost**

The parties recognize and agree that any and all opinions of cost prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from the opinion by the Engineer.

## **XII. Ownership of Documents**

Original drawings, specifications and reports are the property of the Engineer; however, the Project is the property of the City. City shall be furnished with such reproductions of drawings, specifications and reports. Upon completion of the services or any earlier termination of this Agreement under Article X, Engineer will revise drawings to reflect changes made during construction as reported by the City and contractor, and he will furnish the City with one (1) complete set of reproducible and two blue-line sets of record prints. Additional prints shall be furnished at cost, as an additional service, at any other time requested by City.

## **XIII. Complete Contract**

This Agreement, including the exhibits hereto numbered "A" through "D" constitutes the entire agreement by and between the parties regarding the subject matter hereof.

#### **XIV. Mailing of Notices**

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Mr. Dennis Burn, P.E.  
City Manager  
City of Ovilla  
105 S. Cockrell Hill Rd.  
Ovilla, Texas 75154

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Andrew Mata Jr., P.E.  
Birkhoff, Hendricks & Carter, L.L.P.  
11910 Greenville Ave., Suite 600  
Dallas, Texas 75243  
Phone: (214) 361-7900  
Fax: (214) 461-8390  
amata@bhcllp.com

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

## **XV. Contract Amendments**

This Agreement may be amended only by the mutual agreement of the parties expressed in writing.

## **XVI. Effective Date**

This Agreement shall be effective from and after execution by both parties hereto.

**WITNESS OUR HANDS AND SEALS** on the date indicated below.

**CITY OF OVILLA, TEXAS**

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

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

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.  
PROFESSIONAL ENGINEERS**

By:   
Andrew Mata Jr., P.E., Partner

Date: \_\_\_\_\_ October 5, 2016 \_\_\_\_\_

**ATTEST**

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

## EXHIBIT "A"

### SCOPE OF SERVICES

#### RED OAK CREEK WATERLINE CROSSING PROJECT

Prepare construction plans and specifications for approximately 550 linear feet of 12-inch waterline connecting to an existing 12-inch water line, going through Heritage Park from the Ovilla Medical Center and connecting to an existing 8-inch water line along Ovilla Road. The waterline will cross Red Oak Creek by open cut with approximately 170 linear feet of 12-inch water line in concrete encasement and approximately 50 linear feet of waterline constructed with steel encasement by other than open cut under an existing large pecan tree.

#### I. DESIGN PHASE

- A. Prepare waterline plans based on City approved alignment.
- B. Establish preliminary horizontal alignment.
- C. Establish preliminary vertical alignment.
- D. Locate utility crossings and nearby adjacent utilities, and other nearby improvements as identified from field surveys and information provided by utility companies and the City's record drawings.
- E. Work with affected utilities such as Water, Gas, Telephone, Cable TV, and Electric to obtain information for horizontal and vertical data for their facilities. Identify which utilities must be protected or relocated.
- F. Prepare preliminary outline of specifications. Specifications will utilize NCTCOG Standard Specifications for the work to be completed by a contractor.
- G. Prepare standard details for this project.
- H. Submit two sets of preliminary plans (11" x 17" size paper) to the City for review.
- I. Meet with the City to discuss preliminary plans and specifications.
- J. Revise preliminary plans incorporating comments from the City.

- K. Finalize construction plans and specifications.
- L. Design appurtenances such as special connections, details, etc.
- M. Prepare final quantity take-off and prepare opinion of probable construction cost based on final plans.
- N. Submit two sets of final construction plans on 11"x17" size paper sheets and specifications.

## **II. BIDDING PHASE**

- A. Provide City a "Notice to Contractors" for their use in publicly advertising project. Email notices to contractors, suppliers and contractor publishers.
- B. Sell bidding documents to potentials bidders, their suppliers and other parties.
- C. Prepare and email addenda to contractors holding plan sets.
- D. Assist City during opening of bids and provide bidding tally sheets.
- E. Email bid tabulation to City and contractors who submitted bids.
- F. Obtain past work history and physical resources to produce the project and formulate opinion from information received. Provide the City a recommendation for award of construction contract.
- G. Prepare Contract Documents and process for execution by selected Contractor and the City.

### **III. CONSTRUCTION PHASE**

- A. Conduct pre-construction conference at City facilities including preparing an agenda for the project.
- B. After award of contract, furnish five (5) sets of prints of final plans (11" x 17" size paper), specifications and contract documents to the City for construction use by the City and Contractor (3-sets for City and 2-sets for contractor) for the project.
- C. Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents. All shop drawings will be reviewed and transmitted as electronic files in .PDF format via email.
- D. Provide responses to requests for information or clarification to Contractor.
- E. Prepare and process routine change orders for these projects as they pertain to the original scope of services.
- F. Prepare monthly pay requests form from information received from contractor. Review request and make recommendation to the City.
- G. Accompany the City during their final inspection of the project.
- H. Recommend final acceptance of the project.
- I. Prepare record drawings on 11" x 17" white paper and an electronic copy in PDF format. Record drawings will be prepared from Contractor and Inspector records that are provided to use.

#### **IV. ADDITIONAL SERVICES**

- A. Survey of Design: Field surveys along the waterline route picking up existing topography and utility dig-ups.
- B. Reproduction: Cost associated with printing of preliminary, final plans, review, for obtaining quotes and for construction.
- C. Utility Locates: Locate existing utilities to identify exact vertical elevations of the utilities that will be crossing the proposed waterline alignment, by potholing existing utilities.

#### **V. EXCLUSIONS**

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Environmental impact statements and assessments.
- B. Fees for permits or advertising.
- C. Certification that work is in accordance with plans and specifications.
- D. Environmental cleanup and trench safety designs.
- E. Quality control and testing services during construction.
- F. Services in connection with condemnation hearings.
- G. Phasing of Contractor's work.
- H. On-site safety precautions, programs and responsibility.
- I. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans).
- J. Title searches, boundary surveys, or property surveys.
- K. Fiduciary responsibility to the Client
- L. Field notes and exhibits preparation for easement acquisition.

## EXHIBIT "B"

### COMPLETION SCHEDULE

Notice to Proceed .....	October 17, 2016
Begin Field Survey and Preliminary Plans .....	October 24, 2016
Submit Preliminary Plans to City .....	November 11, 2016
Receive Comments Back From City .....	December 2, 2016
Complete Final Plans & Specifications .....	December 15, 2016
Advertise Project .....	December 29, 2016
Open Bids .....	January 12, 2017
Award Contract .....	February, 2017
Notice to Proceed .....	February, 2017
Project Completion .....	March, 2017

## EXHIBIT "C"

### PAYMENT SCHEDULE

#### BASIC SERVICES

Payment for engineering services described under Exhibit "A", Part I, II & III shall be based on the following fee schedule. The Maximum Overall Fee for Parts I, II & III shall not exceed **\$14,050.00**.

#### FEE SCHEDULE

Classification/Task	Straight Time (Rate)
Project Manager .....	\$215.00
Design Engineer .....	\$145.00
AutoCAD III .....	\$150.00
AutoCAD II .....	\$122.00
AutoCAD I .....	\$80.00
Word Processor .....	\$120.00
Clerical .....	\$75.00
Survey Crew .....	\$155.00
Plotting Services .....	\$5.00 /plot
Mileage .....	0.50 ¢/mile
Delivery Service .....	\$50.00
Reproduction (Invoice times 1.15)	

Basic services will be invoiced on a monthly basis. Design phase shall be billed based on percent complete of plans. Payment is due upon receipt of invoice.

#### ADDITIONAL SERVICES

Engineering Additional Services described under Exhibit "A", Part IV, shall be based on salary cost times 2.40, with expenses at actual invoice cost times 1.10. Additional services will be invoiced on a monthly basis, based on actual hourly expenditures. Survey crew will be billed at \$155.00 per hour plus mileage. Payment is due upon receipt of invoice. We suggest you budget the following amounts for the Special Services:

Part IV.A.: Design Survey and Construction Staking ..... \$1,240.00

Part IV.B: Reproduction ..... \$550.00

Part IV.C: Utility Locates ..... \$2,500.00

**Subtotal Additional Services: \$4,240.00**

**Total Services (Basic + Additional Services): \$18,290.00**

The total services amount of \$18,290.00 will not be exceeded without written authorization from the City.

## EXHIBIT "D"

### INFORMATION TO BE PROVIDED BY THE CITY

1. Available plats along the water line route for right-of-way and easement information.

## AGENDA ITEM REPORT

### Item 11

Meeting Date: October 11, 2016

Discussion  Action

Submitted By: Dennis Burn, CM

Reviewed By:  City Manager  City Secretary  City Attorney  
 Accountant  Other: PW Director Brad Piland

Department: Public Works

Budgeted Expense:  YES  NO  N/A

Amount: N/A

#### Attachments:

1. None

#### Agenda Item / Topic:

ITEM 11. **DISCUSSION** – Review and discuss the status of Cockrell Hill Road culverts, including ditch grading and revegetation.

#### Discussion / Justification:

The culverts on the west side of Cockrell Hill Road from Lariat Trail to Silverwood have been cleaned of all debris, silt and rocks. The same is true for the culverts across from City Hall. Staff will continue with the cleaning of culverts for the remainder of Cockrell Hill Road from Lariat Trail to the bridge on the west side of the intersection with FM 664. Rock piles along the roadway will be picked up by either staff or the contractor that paved the roadway.

#### Recommendation / Staff Comments:

None

#### Sample Motion(s):

**No Action.**

AGENDA ITEM REPORT  
Item 12

Meeting Date: October 11, 2016

Discussion  Action

Submitted By: Dennis Burn, CM

Reviewed By:  City Manager  City Secretary  City Attorney  
 Accountant  Other: Staff

Department: All departments

Budgeted Expense:  YES  NO  N/A

Amount: N/A

Attachments:

1. None

Agenda Item / Topic:

ITEM 12. *DISCUSSION* – Review and discuss the success of Heritage Day 2016.

Discussion / Justification:

Heritage Day was again, another successful event. Staff welcomes comments from Council.

Recommendation / Staff Comments:

None

Sample Motion(s):

**No Action.**

## AGENDA ITEM REPORT

### Item: 13

Meeting Date: October 11, 2016

Department: Administration/Finance

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted By: Dennis Burn, CM

Amount: \$N/A

Reviewed By:  City Manager  City Secretary  City Attorney  
 Accountant  Other

#### Attachments - only if requested:

- C1. August 2016 Financial Transactions over \$5,000
- C2. Briefing Session Minutes of the August 08, 2016 Council Meeting
- C3. Briefing Session and Regular Minutes of the September 12, 2016 Council Meeting

#### Agenda Item / Topic:

ITEM 13. *DISCUSSION/ACTION* – Consideration of any item(s) pulled from the Consent Agenda above for individual consideration and action.

#### Discussion/Justification

This item is for individual consideration in the event any consent item is pulled from the Consent Agenda.

#### Recommendation / Staff Comments:

#### Sample Motion(s):

*I move to... .*

## AGENDA ITEM REPORT Item 14

Meeting Date: October 11, 2016

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted by: Dennis Burn, CM

Amount: \$ N/A

Reviewed By:  City Manager  City Secretary  City Attorney

Accountant  Other:

ITEM 14. **DISCUSSION/ACTION** – Closed session called pursuant to § 551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property.

### Discussion / Justification:

*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).*

*No Action will be taken in the Executive Session.*

# CERTIFIED EXECUTIVE SESSION AGENDA

Date: 11 October 2016

\*\*\*\*\*  
I, Richard Dormier, Mayor of the City of Ovilla, Texas hereby convene into Executive Session at \_\_\_\_\_ p.m. on the 11 day of October 2016.

The following Council Members and staff attended:

<u>Council Members</u>	<u>Staff Members</u>	<u>City Attorney</u>
<input type="checkbox"/> Mayor, Richard Dormier	<input type="checkbox"/> Dennis Burn, City Manager	<input type="checkbox"/> City Attorney, Ron MacFarlane
<input type="checkbox"/> Place 3, David Griffin	<input type="checkbox"/> Pam Woodall, City Secretary	<input type="checkbox"/> Other Legal Counsel
<input type="checkbox"/> Place 1, Rachel Huber		
<input type="checkbox"/> Place 2, Larry Stevenson		
<input type="checkbox"/> Place 4, Doug Hunt		
<input type="checkbox"/> Place 5, Mike Myers		

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

<input type="checkbox"/> 551.071 - Consultation w/Attorney	<input checked="" type="checkbox"/> 551.072 - Real Property
<input type="checkbox"/> 551.073 - Deliberations about Gift	<input type="checkbox"/> 551.074 - Personnel Matters
<input type="checkbox"/> 551.076 - Security Personnel or Devices	<input type="checkbox"/> 551.086 - Test item (SB 595)
<input type="checkbox"/> 551.087 - Economic Development Negotiations (SB1851)	
<input type="checkbox"/> 418.183 - Homeland Security	

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

ITEM 14. *DISCUSSION/ACTION* – Closed session called pursuant to § 551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property.

I, Richard Dormier, Mayor, hereby adjourn the Executive Session at \_\_\_\_\_ p.m. on the 11 day of October 2016. No Action was taken in Executive Session. Any action, as a result of this Executive Session, will be taken and recorded in open session.

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

---

Richard Dormier, Mayor