

## *City of O'VILLA City Council*

*Rachel Huber, Place One*

*Larry Stevenson, Place Two*

*David Griffin, Place Three, Mayor Pro Tem*

*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

Monday, December 12, 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 December 12, 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 9<sup>th</sup> day of December 2016 prior to 6:00 p.m., in compliance with Chapter 551, Texas Government Code.



Pamela Woodall  
Pamela Woodall, City Secretary

gw

DATE OF POSTING: DEC. 9, 2016 TIME: 3:30 am/pm  
DATE TAKEN DOWN: \_\_\_\_\_ TIME: \_\_\_\_\_ am/pm

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

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

**Monday, December 12, 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 **Monday, December 12, 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**

- Presentations

▪ **Citizen Comments**

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

▪ **Department Activity Reports / Discussion**

- |  |                                 |
|--|---------------------------------|
| • Police Department                                | Police Chief B. Windham         |
| ○ Monthly Report                                   |                                 |
| • Fire Department                                  | Fire Chief B. Kennedy           |
| ○ Monthly Report                                   |                                 |
| • Public Works                                     | Public Works Director B. Piland |
| ○ Monthly Report                                   |                                 |
| 1. Monthly Park Maintenance Reports                |                                 |
| • Finance Department                               | Accountant L. Harding           |
| ○ October 2016 Financials                          |                                 |
| ○ Bank balances as of December 5, 2016             |                                 |
| ○ Accounting report of audit update                |                                 |
| ○ Heritage Day detail report as of October 4, 2016 |                                 |
| • Administration                                   | City Manager D. Burn            |
| ○ City Manager Reports                             |                                 |
| ○ Monthly Municipal Court Report                   | City Secretary P. Woodall       |
| ○ 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. October 2016 Financial Transactions over \$5,000**

# *City of OVILLEA City Council*

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## **IV. REGULAR AGENDA**

- ITEM 1.** *DISCUSSION/ACTION* – Receive recommendation from the Planning and Zoning Commission Advisory Committee for the consideration of and action on setting a public hearing date of the City Council for the update of the City of Ovilla Land Use Assumptions and Water and Wastewater Impact Fee and Capital Improvement Plan.
- ITEM 2.** *DISCUSSION/ACTION* – Consideration of and action on a proposed rate change for the fee to be charged by Progressive Waste Management for monthly residential solid waste collection as provided for in the contract between Progressive Waste Management and the City of Ovilla.
- ITEM 3.** *DISCUSSION* – Review and discuss the Master Contract Plan between the City of Ovilla and Bureau Veritas and direct staff as necessary.
- ITEM 4.** *DISCUSSION/ACTION* – Consideration of and action on Resolution R2016-10 of the City Council of the City of Ovilla, Texas, adopting the publication of the United States Consumer Product Safety Commission entitled *Public Playground Safety Handbook* and providing an effective date.
- ITEM 5.** *DISCUSSION/ACTION* – Consideration of and action on the adoption of Ordinance No. 2016-21; repealing Ordinance No. 2016-19, and approving and establishing a new official newspaper of the City of Ovilla, Texas.
- ITEM 6.** *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 7.** *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: DEC. 9, 2016 TIME: 3:30 am/pm  
DATE TAKEN DOWN: \_\_\_\_\_ TIME: \_\_\_\_\_ 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	November 2016	November 2016 YTD	November 2015	November 2015 YTD
Accident	6	33	5	28
Alarms	16	201	11	150
Arrest	6	33	5	28
Assault	0	3	1	5
Assists: Agency/Unit:53 EMS/Fire:1 Motorist:1	55	507	14	281
Building / House Security Check	1270	15570	879	14807
Burglary	0	16	2	4
Burglary of Motor Vehicle	0	7	0	3
Criminal Mischief	1	13	0	8
Disturbance	7	94	8	73
Neighborhood Check	1488	16409	1097	17740
Other Calls for Service	55	1100	76	1114
Suspicious Person	8	85	5	50
Suspicious Vehicle	9	150	6	99
Theft	2	16	1	20
Traffic Assignment	110	172	13	181
<b>TOTAL CALLS FOR SERVICE</b>	<b>3033</b>	<b>35409</b>	<b>2128</b>	<b>34591</b>

Reserve Officer Hours	0	66	19	432.5
Average Response Time (Minutes)	7.23	5.1772727	4.29	4.102
Traffic Stop (Warnings)	211	1187	25	329
Traffic Stop (Citations)	134	1244	29	247
Total Citations & Warnings Combined	345	2431	54	576
<b>PERCENT OF STOPS RECEIVING CITATIONS</b>	<b>38.8</b>	<b>51.2</b>	<b>53.7</b>	<b>42.9</b>

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	99845.6	100132	286.4
103	133983	135675	1692	103	135675	137543	1868
104	94233.3	95508	1274.7	104	95508	97140	1632
105	82510	83277	767	105	83277	84715	1438
116	10152	11525.7	1373.7	116	11525.7	12416	890.3
216	533	1072	539	216	1072	1667	595
November-16				December-16			

Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
100	100132	100448	<b>316</b>	100			<b>0</b>
103	137543	139238	<b>1695</b>	103			<b>0</b>
104	97140	98,436.00	<b>1296</b>	104			<b>0</b>
105	84715	85488	<b>773</b>	105			<b>0</b>
116	12416	14719	<b>2303</b>	116			<b>0</b>
216	1667	2682	<b>1015</b>	216			<b>0</b>



# OVILLA FIRE DEPARTMENT



## MONTHLY REPORT

# OVILLA FIRE DEPARTMENT

City of Ovilla Calls for Service		2015 Totals	2016 Totals	
Fire	8		Fire	5
EMS	18	26	EMS	17
ESD #2 Calls for Service			2016 Totals	
Fire	3		Fire	3
EMS	12	15	EMS	19
ESD #4 Calls for Service			2016 Totals	
Fire	0		Fire	0
EMS	5	5	EMS	6
Mutual Aid Provided			2016 Totals	
Fire	2		Fire	7
EMS	0	2	EMS	0
Total Calls For Service / Month		48	57	
Total Calls For Service / YTD		649	666	

		Time from Notify to Time On Scene		Reaction Times	
		<u>September</u>	<u>October</u>	<u>September</u>	<u>October</u>
Average Response Times for City of Ovilla		5:19	5:19		
Average Response Times for ESD # 2		8:20	9:23	E-701	1:58 2:06
Average Response Times for ESD # 4		7:33	8:39		

<u>FLEET REPORT</u>					
<u>Year</u>	<u>Unit #</u>	<u>Beginning Mileage</u>	<u>Ending Mileage</u>	<u>Total</u>	<u>Maintenance</u>
2016	E701	2,449	2,735	\$ 286	-
1998	XE701	113,436	113,540	\$ 104	-
2003	E702	25,028	25,163	\$ 135	-
2001	B701	54,529	54,694	\$ 165	1,939.94
2011	B702	2,406	2,419	\$ 13	-
2005	R755	16,083	16,109	\$ 26	-
1999	S701	131,275	131,323	\$ 48	298.28
2007	C702	89,455	89,848	\$ 393	39.42
2016	C701	4,000	5,000	\$ 1000	-

# OVILLA FIRE DEPARTMENT

## STAFFING REPORT

- 7 days a week we have 3 - 24 hour position (0800 - 0800)
- 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)
- **37 / 38** Volunteer shifts were covered and these 37 shifts there were 4 personnel on the Engine
- **8 / 8** weekend day shifts were worked by a volunteer
  
- All Shifts in **November** were **100%** covered with 3 minimum

## From the Deputy Chief / Fire Marshal

2 - Meetings  
5 - Inspections  
8 - Reinspections  
CQ Reports  
Issued 1 Commercial Occupancy  
Issued a citation for Unrestrained Child

## Fire Department News For the Month

1. Have quotes back from Siren Vendors, working on locations and final report with City Manager
2. C-701 responded to and was available for 7 calls.
3. C-702 responded to and was available for 3 calls.
4. Attended Monthly ESD #2 and ESD #4 Meeting
5. Hired 2 of our Volunteers on as Part Time
6. 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

- AFG Grant is finished and was submitted
- Dollar amount of grant if awarded will be around \$139,000.00
- If awarded this will replace all of OFD's S.C.B.A.'s (Self Contained Breathing Apparatus)
- Awards will begin to be handed out in March
- The City received approximately \$1500 from Texas Forestry Service for Insurance reimbursement



**Date:** December 8, 2016

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

**FROM:** Brad Piland Public Works Director

**TOPIC:** Public Works Monthly Report for November 2016

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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
  - Cockrell Hill
  - New service 613 Malloy
- Street Repairs Joe Wilson, Ovilla Oaks Dr., Shiloh, Cockrell Hill, Bryson
- Install new sign Cockrell Hill /Water St
- Repaired and replaced Signs as needed
- Updated marquee as needed
- Daily water maintenance: residual and pressure tests
- Repaired water leak: Red Oak creek
- 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
- Paving of Water St. and Lariat Trail
- Christmas decorations Heritage Park and city facilities
  - Serviced PD Units: 102,104,105
  - Service 2008 Chev. public works truck

**\*\*Flushed Hydrants**

- Collect 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
- 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 *Need to add EWF*

### 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:

*11/15/16*

### 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 *order Tarp.*

INSPECTION BY

*Bl. Public Works*

**APPENDIX A: SUGGESTED GENERAL MAINTENANCE CHECKLISTS****Surfacing (§2.4)**

- Adequate protective surfacing under and around the equipment.
- Install/replace surfacing *add EWF*
- Surfacing materials have not deteriorated.
- Replace surfacing
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**Drainage (§2.4)**

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

**General Hazards**

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

DATE OF INSPECTION:

*11/15/16.***Security of Hardware (§2.5)**

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**Durability of Equipment (§2.5)**

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**General Upkeep of Playgrounds (§4)**

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INSPECTION BY:

*BP*

## APPENDIX A: SUGGESTED GENERAL MAINTENANCE CHECKLISTS

### Surfacing (§2.4)

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### NOTES:

DATE OF INSPECTION:

*11/16/16.*

### Security of Hardware (§2.5)

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

### Durability of Equipment (§2.5)

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- All equipment is securely anchored.

### Leaded Paint (§2.5.4)

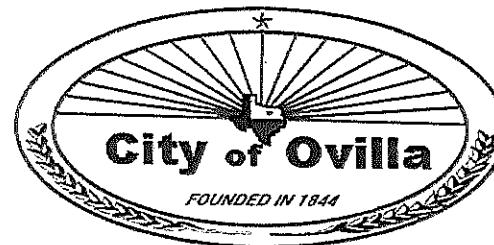
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  - Empty trash

INSPECTION BY:

*BP.*



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DATE: December 12, 2016

TO: Honorable Mayor and Council Members

FROM:  
Linda Harding, Accountant

SUBJECT: Financial Statements Through October 2016

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**October 2016 through September 2017**

	Current		Year to Date		\$ Over (Under)	% of Budget
	October 2016		October 2016		Budget	Thru October
					Budget	8%
<b>Revenues</b>						
4000100 · Taxes						
4000105 · Ad Valorem, Current	5,829	5,829	1,541,553	(1,535,724)	0%	
4000106 · Ad Valorem, New & improvements	0	0	77,331	(77,331)	0%	
4000110 · Ad Valorem, Delinquent	1,250	1,250	8,116	(6,866)	15%	
4000113 · Interest/Penalties - Prop Tax	405	405	7,540	(7,135)	5%	
4000120 · Sales Tax	13,820	13,820	191,118	(177,298)	7%	
4000125 · Sales Tax - Street Improvement	3,455	3,455	47,778	(44,323)	7%	
4000130 · Franchise Tax	3	3	150,000	(149,997)	0%	
<b>Total 4000100 · Taxes</b>	<b>24,763</b>	<b>24,763</b>	<b>2,023,436</b>	<b>(1,998,673)</b>	<b>1%</b>	
4000200 · Licenses and Permits						
4000210 · Residential Building Permits	6,187	6,187	150,100	(143,913)	4%	
4000214 · Misc Building Permits	1,446	1,446	16,000	(14,554)	9%	
4000230 · Plan Review Fee	1,237	1,237	35,750	(34,513)	3%	
4000260 · Alarm Permits	200	200	2,604	(2,404)	8%	
4000270 · Animal Tag Fees	72	72	3,706	(3,634)	2%	
4000272 · Impound Fees	205	205	2,751	(2,546)	7%	
4000290 · Misc Licenses and Permits	290	290	1,157	(867)	25%	
<b>Total 4000200 · Licenses and Permits</b>	<b>9,637</b>	<b>9,637</b>	<b>212,068</b>	<b>(202,431)</b>	<b>5%</b>	
4000400 · Charges for Services						
4000325 · ESD #2	0	0	190,000	(190,000)	0%	
4000330 · ESD #4	0	0	55,628	(55,628)	0%	
4000411 · Copies and Maps	1	1	100	(99)	1%	
4000415 · Police Reports	6	6	150	(144)	4%	
4000420 · Park Lights	0	0	1,000	(1,000)	0%	
4000440 · Oak Leaf Animal Control	0	0	2,100	(2,100)	0%	
4000450 · Subdivision Fees	0	0	6,400	(6,400)	0%	
4000480 · Solid Waste (Garbage)	20,262	20,262	247,600	(227,338)	8%	
4000485 · 50/50 Sidewalk Program	0	0	1,250	(1,250)	0%	

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
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	Current	Year to Date	\$ Over		% of Budget
			(Under)	Budget	
	October 2016	October 2016	Budget	Budget	8%
4000490 · Misc Charges for Services	503	503	4,500	(3,997)	11%
Total 4000400 · Charges for Services	20,772	20,772	508,728	(487,956)	4%
4000500 · Fines and Forfeitures					
4000535 · Omni Warrant Revenue	67	67	2,304	(2,237)	3%
4000510 · Fines - Police	18,959	18,959	160,000	(141,041)	12%
4000520 · Fines - Animal Control	0	0	456	(456)	0%
4000525 · Fines - Code Enforcement	1,017	1,017	8,949	(7,932)	11%
4000550 · Municipal Court Technology	415	415	3,375	(2,960)	12%
4000551 · Municipal Court Security	311	311	2,531	(2,220)	12%
4000590 · Misc Fines and Forfeitures	885	885	10	875	8,854%
Total 4000500 · Fines and Forfeitures	21,655	21,655	177,625	(155,970)	12%
4000800 · Other Revenue					
4000810 · Heritage Day	4,656	4,656	19,000	(14,344)	25%
4000818 · Lease Proceeds	0	0	1,165	(1,165)	0%
4000820 · Water Tower Lease	13,830	13,830	107,000	(93,170)	13%
4000840 · Interest Earned	424	424	6,000	(5,576)	7%
4000885 · Proceeds from Sale of Assets	0	0	7,500	(7,500)	0%
4000887 · HOA Revenue	0	0	1,015	(1,015)	0%
4000890 · Misc Other Revenue	9	9	3,500	(3,491)	0%
Total 4000800 · Other Revenue	18,918	18,918	145,180	(126,262)	13%
4000900 · Transfers In					
4000925 · Admin.Rev. received from 4B-EDC	0	0	2,500	(2,500)	0%
4000926 · 4B-EDC Revenue: Restroom	0	0	75,000	(75,000)	0%
4000927 · 4B-EDC Revenue: Monument Signs	0	0	30,000	(30,000)	0%
4000928 · 4B-EDC Revenue: Consultant	0	0	10,000	(10,000)	0%
4000930 · Admin. Rev. Rec. From W&S Fund	0	0	32,788	(32,788)	0%
4000940 · Admin.Rev. Rec. from MDD Fund	0	0	500	(500)	0%

**City of Ovilla General Fund**  
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**October 2016 through September 2017**

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2016	October 2016		
	Expenditures	8%	Thru October	0%
4000990 · Reduction in Fund Balance	0	0	95,000	(95,000)
Total 4000900 · Transfers In	0	0	245,788	(245,788)
Total Revenues	95,746	95,746	3,312,825	(3,217,079)
Gross Resources	95,746	95,746	3,312,825	(3,217,079)
Expenditures				3%
10 · Administration				3%
5101100 · Salaries & Wages				
5101110 · City Administrator	6,986	6,986	66,126	(59,140)
5101115 · City Secretary	4,538	4,538	40,973	(36,435)
5101117 · City Accountant	4,035	4,035	38,192	(34,157)
5101120 · Admin. Support	2,773	2,773	22,978	(20,205)
5101170 · Salary Increase	0	0	5,265	(5,265)
5101180 · Merit Raises, Staff	0	0	5,207	(5,207)
Total 5101100 · Salaries & Wages	18,332	18,332	178,741	(160,410)
				10%
5101400 · Support Staff				
5101490 · Overtime	0	0	350	(350)
Total 5101400 · Support Staff	0	0	350	(350)
				0%
5102100 · Employee Benefits				
5102110 · Group Insurance	2,639	2,639	29,461	(26,822)
5102135 · TMRS	1,632	1,632	22,694	(21,063)
5102160 · Worker's Compensation	151	151	606	(455)
5102170 · Payroll Taxes	252	252	3,456	(3,204)
5102180 · Unemployment Taxes	0	0	1,000	(1,000)
5102196 · Indiv. Membership Dues	0	0	750	(750)
Total 5102100 · Employee Benefits	4,674	4,674	57,967	(53,293)
				8%
5102200 · Special Services				

**City of Ovilla General Fund**  
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	Current	Year to Date		\$ Over (Under)	% of Budget
	October 2016	October 2016	Budget	Budget	Thru October
					8%
5102210 · Tax Assessing & Collecting Fees	0	0	1,570	(1,570)	0%
5102220 · Tax Appraisal Fee	0	0	16,003	(16,003)	0%
5102230 · Legal Fees	1,320	1,320	25,000	(23,680)	5%
5102240 · Audit	3,000	3,000	7,400	(4,400)	41%
5102250 · Accounting	0	0	1,000	(1,000)	0%
5102260 · Engineering Fees	126	126	6,000	(5,874)	2%
<b>Total 5102200 · Special Services</b>	<b>4,446</b>	<b>4,446</b>	<b>56,973</b>	<b>(52,527)</b>	<b>8%</b>
5102300 · Contractual Services					
5102310 · Consultant Fees	1,558	1,558	20,000	(18,442)	8%
5102325 - 4B-EDC Consulting	0	0	10,000	(10,000)	0%
<b>Total 5102300 · Contractual Services</b>	<b>1,558</b>	<b>1,558</b>	<b>30,000</b>	<b>(28,442)</b>	<b>5%</b>
5102500 · Operating Services					
5102530 · Custodial Service Contract	344	344	4,128	(3,784)	8%
5102540 · IT - Computer Maintenance	6,095	6,095	19,269	(13,174)	32%
<b>Total 5102500 · Operating Services</b>	<b>6,439</b>	<b>6,439</b>	<b>23,397</b>	<b>(16,958)</b>	<b>28%</b>
5102600 · Special Expenses					
5102610 · Election - Payroll	0	0	850	(850)	0%
5102620 · Election - Supplies	0	0	2,500	(2,500)	0%
5102630 · Election Meeting Expense	0	0	100	(100)	0%
5102650 · Codification Book Update	0	0	4,100	(4,100)	0%
<b>Total 5102600 · Special Expenses</b>	<b>0</b>	<b>0</b>	<b>7,550</b>	<b>(7,550)</b>	<b>0%</b>
5103100 · General Supplies					
5103110 · Office Supplies	824	824	8,000	(7,176)	10%
5103140 · Uniforms	74	74	250	(176)	30%
<b>Total 5103100 · General Supplies</b>	<b>899</b>	<b>899</b>	<b>8,250</b>	<b>(7,351)</b>	<b>11%</b>

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**October 2016 through September 2017**

	Current	Year to Date	\$ Over (Under)	% of Budget	
	October 2016	October 2016		Thru October	
		Budget	Budget	8%	
<b>5103400 · Maintenance Supplies / Parts</b>					
5103410 · Supplies - Custodial	58	58	1,500	(1,442)	4%
5103440 · Maintenance Agreement Expense	0	0	400	(400)	0%
5103460 · Miscellaneous	11	11	400	(389)	3%
<b>Total 5103400 · Maintenance Supplies / Parts</b>	<b>69</b>	<b>69</b>	<b>2,300</b>	<b>(2,231)</b>	<b>3%</b>
<b>5104200 · Travel Expenses</b>					
5104210 · Travel - Local	0	0	500	(500)	0%
5104220 · Professional Development	0	0	5,500	(5,500)	0%
5104222 · Professional Develop - Council	975	975	1,200	(225)	81%
5104225 · City Council Meal Expense	64	64	1,400	(1,336)	5%
5104230 · Professional Develop - In-House	0	0	500	(500)	0%
<b>Total 5104200 · Travel Expenses</b>	<b>1,039</b>	<b>1,039</b>	<b>9,100</b>	<b>(8,061)</b>	<b>11%</b>
<b>5105200 · Data Processing Expenses</b>					
5105240 · Data Processing - Software	6,326	6,326	13,300	(6,974)	48%
<b>Total 5105200 · Data Processing Expenses</b>	<b>6,326</b>	<b>6,326</b>	<b>13,300</b>	<b>(6,974)</b>	<b>48%</b>
<b>5105300 · Printing Expense</b>					
5105310 · Copier Expense	440	440	3,300	(2,860)	13%
5105320 · Printing - Newsletters	0	0	5,108	(5,108)	0%
5105330 · Printing - Forms	0	0	1,500	(1,500)	0%
<b>Total 5105300 · Printing Expense</b>	<b>440</b>	<b>440</b>	<b>9,908</b>	<b>(9,468)</b>	<b>4%</b>
<b>5105400 · Utilities</b>					
5105410 · Telephone	110	110	1,404	(1,294)	8%
5105415 · Cellular Phone	119	119	1,464	(1,345)	8%
5105417 · Internet	101	101	2,409	(2,308)	4%
5105420 · Wireless Cards	38	38	912	(874)	4%

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**October 2016 through September 2017**

	Current		Year to Date		\$ Over (Under)	% of Budget
	October 2016		October 2016		Budget	Thru October
					Budget	8%
5105450 · Electricity	411		411		4,635	(4,224)
Total 5105400 · Utilities	779		779		10,824	(10,045)
5105500 · Repairs & Bldg Improvements						
5105520 · Repairs - Buildings	685		685		4,000	(3,315)
5105540 · Repairs - Machinery & Equipment	0		0		600	(600)
5105590 · Repairs - Other	2,035		2,035		600	1,435
Total 5105500 · Repairs & Bldg Improvements	2,720		2,720		5,200	(2,480)
5105600 · Insurance						
5105610 · Insurance - Property	295		295		1,182	(887)
5105620 · Insurance - Liability	169		169		678	(509)
5105630 · Insurance - Fidelity Bond	0		0		300	(300)
5105635 · Public Officials Surety Bonds	0		0		1,000	(1,000)
Total 5105600 · Insurance	465		465		3,160	(2,695)
5105700 · Other Expenses						
5105705 · Postage	325		325		6,756	(6,431)
5105710 · Cash - Over/Short	0		0		10	(10)
5105725 · Records Management Expense	0		0		3,600	(3,600)
5105730 · City - Memberships	0		0		2,500	(2,500)
5105740 · Legal Notices/Advertisement	73		73		9,000	(8,927)
5105752 · Employment Screening	80		80		200	(120)
5105753 · Solicitor Screening	0		0		200	(200)
5105756 · FM 664	23,928		23,928		24,000	(72)
5105760 · Bank Service Charge	10		10		100	(90)
5105764 · Filing Fees	0		0		250	(250)
5105765 · Miscellaneous	259		259		2,500	(2,241)
Total 5105700 · Other Expenses	24,675		24,675		49,116	(24,441)
						50%

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**October 2016 through September 2017**

	Current	Year to Date	\$ Over		% of Budget Thru October
			(Under)		
	October 2016	October 2016	Budget	Budget	8%
<b>5106400 · Minor Capital Outlay</b>					
5106440 · Machinery & Equipment	0	0	1,000	(1,000)	0%
5106465 · Furniture	0	0	1,000	(1,000)	0%
<b>Total 5106400 · Minor Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>2,000</b>	<b>(2,000)</b>	<b>0%</b>
<b>5107400 - Capitalized Assets</b>					
5107440 - Machinery & Equipment	0	0	54,000	(54,000)	0%
<b>Total 5107400 - Capitalized Assets</b>	<b>0</b>	<b>0</b>	<b>54,000</b>	<b>(54,000)</b>	<b>0%</b>
<b>5109000 · Reserves</b>					
5109001 - Reserve for Contingency	0	0	2,390	(2,390)	0%
5109015 - Reserve for FD & PD Radios	0	0	90,000	(90,000)	0%
<b>Total 5109000 - Reserves</b>	<b>0</b>	<b>0</b>	<b>92,390</b>	<b>(92,390)</b>	<b>0</b>
<b>Total 10 · Administration</b>	<b>72,861</b>	<b>72,861</b>	<b>614,526</b>	<b>(541,665)</b>	<b>12%</b>
<b>20 · Police</b>					
<b>5201100 · Salaries &amp; Wages</b>					
5201120 · Police Chief	5,711	5,711	70,000	(64,289)	8%
5201143 · Command Staff	4,408	4,408	53,560	(49,152)	8%
5201150 · Certification Pay	277	277	2,400	(2,123)	12%
5201170 · Salary Increase	0	0	4,160	(4,160)	0%
5201180 · Merit Raises - Staff	0	0	3,832	(3,832)	0%
<b>Total 5201100 · Salaries &amp; Wages</b>	<b>10,396</b>	<b>10,396</b>	<b>133,952</b>	<b>(123,556)</b>	<b>8%</b>
<b>5201400 · Support Salaries</b>					
5201405 · Support Staff	2,371	2,371	27,851	(25,480)	9%
5201408 · Sergeant	1,813	1,813	43,680	(41,867)	4%
5201410 · Patrol	19,040	19,040	224,723	(205,683)	8%
5201412 · Patrol Part Time	1,000	1,000	20,500	(19,500)	5%

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	Current		Year to Date		\$ Over (Under)	% of Budget Thru October
	October	2016	October	2016		
					Budget	8%
5201415 · Certification Pay		69		69	1,636	(1,567) 4%
5201470 · Salary Increase		0		0	16,640	(16,640) 0%
5201480 · Merit Raises		0		0	9,387	(9,387) 0%
5201490 · Overtime		994		994	16,000	(15,006) 6%
<b>Total 5201400 · Support Salaries</b>		<b>25,287</b>		<b>25,287</b>	<b>360,417</b>	<b>(335,130) 7%</b>
5202100 · Employee Benefits						
5202110 · Group Insurance		6,765		6,765	72,741	(65,976) 9%
5202135 · TMRS		3,176		3,176	44,740	(41,564) 7%
5202160 · Worker's Compensation		2,919		2,919	11,677	(8,758) 25%
5202170 · Payroll Taxes		493		493	8,381	(7,888) 6%
5202196 · Membership Dues		0		0	500	(500) 0%
<b>Total 5202100 · Employee Benefits</b>		<b>13,353</b>		<b>13,353</b>	<b>138,039</b>	<b>(124,686) 10%</b>
5202300 · Contractual Services						
5202355 · Contract Labor - Individual		0		0	500	(500) 0%
5202356 · Gingerbread House		1,000		1,000	1,000	0 100%
5202380 · Dispatch		7,613		7,613	15,225	(7,613) 50%
5202385 · Jail Expense		0		0	1,000	(1,000) 0%
5202390 · Special Response Team		0		0	8,500	(8,500) 0%
5202395 · Contractual Services Other		0		0	1,000	(1,000) 0%
<b>Total 5202300 · Contractual Services</b>		<b>8,613</b>		<b>8,613</b>	<b>27,225</b>	<b>(18,613) 32%</b>
5202500 · Operating Services						
5202530 · Custodial Service Contract		235		235	2,820	(2,585) 8%
5202540 · Computer Maintenance		0		0	700	(700) 0%
5202560 · Internet Subscriptions		0		0	1,350	(1,350) 0%
<b>Total 5202500 · Operating Services</b>		<b>235</b>		<b>235</b>	<b>4,870</b>	<b>(4,635) 5%</b>
5202600 · Special Expenses						

**City of Ovilla General Fund**  
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	Current	Year to Date	\$ Over (Under)		% of Budget
	October 2016	October 2016	Budget	Budget	Thru October
					8%
5202675 · National Night Out	434	434	550	(116)	79%
Total 5202600 · Special Expenses	434	434	550	(116)	79%
5203100 · General Supplies					
5203110 · Office Supplies	1,349	1,349	1,500	(151)	90%
5203140 · Uniforms	142	142	8,000	(7,858)	2%
5203170 · Evidence Gathering	50	50	700	(650)	7%
Total 5203100 · General Supplies	1,541	1,541	10,200	(8,659)	15%
5203400 · Maintenance Supplies & Parts					
5203410 · Supplies - Custodial	0	0	600	(600)	0%
Total 5203400 · Maintenance Supplies & Parts	0	0	600	(600)	0%
5204200 · Travel Expenses					
5204210 · Travel - Local	0	0	1,000	(1,000)	0%
5204220 · Professional Development	222	222	3,750	(3,528)	6%
5204225 · Professional Dev - LEOSE	0	0	1,165	(1,165)	0%
5204235 · Ammo	0	0	1,000	(1,000)	0%
5204270 · Vehicle Expenses	1,344	1,344	24,000	(22,656)	6%
Total 5204200 · Travel Expenses	1,566	1,566	30,915	(29,349)	5%
5205200 · Data Processing Expenses					
5205240 · Data Processing - Software	17,851	17,851	18,000	(149)	99%
Total 5205200 · Data Processing Expenses	17,851	17,851	18,000	(149)	99%
5205300 · Printing Expenses					
5205310 · Copier Expense	87	87	1,500	(1,413)	6%
5205330 · Printing - Forms	78	78	300	(222)	26%
5205350 · Printing - Other	58	58	400	(342)	15%
Total 5205300 · Printing Expenses	223	223	2,200	(1,977)	10%

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	Current	Year to Date	\$ Over (Under)	% of Budget Thru October
	October 2016	October 2016		
	Budget	Budget		
<b>5205400 · Utilities</b>				
5205410 · Telephone	110	110	1,404	(1,294) 8%
5205415 · Cellular Phone	106	106	1,350	(1,244) 8%
5205417 · Internet - PD	101	101	2,409	(2,308) 4%
5205420 · Wireless Cards	228	228	2,750	(2,522) 8%
5205450 · Electricity	301	301	4,500	(4,199) 7%
<b>Total 5205400 · Utilities</b>	<b>846</b>	<b>846</b>	<b>12,413</b>	<b>(11,567) 7%</b>
<b>5205500 · Repairs &amp; Building Improvements</b>				
5205520 · Repairs - Building	0	0	5,000	(5,000) 0%
5205540 · Repairs- Machinery & Equipment	0	0	1,000	(1,000) 0%
5205550 · Repairs - Vehicles	1,886	1,886	8,000	(6,114) 24%
<b>Total 5205500 · Repairs &amp; Building Improvements</b>	<b>1,886</b>	<b>1,886</b>	<b>14,000</b>	<b>(12,114) 13%</b>
<b>5205600 · Insurance</b>				
5205610 · Insurance - Property	439	439	1,757	(1,318) 25%
5205620 · Insurance - Liability	2,081	2,081	8,499	(6,418) 24%
5205640 · Insurance - Vehicle	1,402	1,402	2,203	(801) 64%
<b>Total 5205600 · Insurance</b>	<b>3,922</b>	<b>3,922</b>	<b>12,459</b>	<b>(8,537) 31%</b>
<b>5205700 · Other Expenses</b>				
5205742 · Public Relations	219	219	200	19 109%
5205752 · Employment Screeing	0	0	1,550	(1,550) 0%
5205765 · Miscellaneous	27	27	1,620	(1,593) 2%
<b>Total 5205700 · Other Expenses</b>	<b>246</b>	<b>246</b>	<b>3,370</b>	<b>(3,124) 7%</b>
<b>5206400 · Minor Capital Outlay</b>				
5206440 · Machinery & Equipment	2,596	2,596	6,200	(3,604) 42%
5206445 · Personal Protective Equipment	0	0	2,600	(2,600) 0%

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	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	October 2016	October 2016	Budget	Budget	Thru October
5206450 · Vehicles		-783	49,000	(49,783)	(2%)
Total 5206400 · Minor Capital Outlay		1,813	57,800	(55,987)	3%
Total 20 · Police	88,212	88,212	827,010	(738,798)	11%
25 · Municipal Court					
5251100 · Salaries & Wages					
5251140 · Municipal Judge	634	634	7,020	(6,387)	9%
Total 5251100 · Salaries & Wages	634	634	7,020	(6,387)	9%
5251400 · Support Staff					
5251405 · Support Staff	2,669	2,669	33,676	(31,007)	8%
5251470 · Salary Increase	0	0	582		
5251480 · Merit Raises	0	0	1,011	(1,011)	0%
5251490 · Overtime	75	75	500	(425)	15%
Total 5251400 · Support Staff	2,744	2,744	35,769	(33,025)	8%
5252100 · Employee Benefits					
5252110 · Group Insurance	647	647	7,203	(6,556)	9%
5252135 · TMRS	244	244	3,304	(3,060)	7%
5252160 · Worker's Compensation	30	30	122	(92)	25%
5252170 · Payroll Taxes	88	88	1,085	(997)	8%
5252196 · Membership Dues	0	0	40	(40)	0%
Total 5252100 · Employee Benefits	1,010	1,010	11,754	(10,744)	9%
5252300 · Contractual Services					
5251420 · Jury Fees	0	0	200	(200)	0%
5251425 · City Prosecutor	935	935	6,000	(5,065)	16%
5252375 · Comptroller - Warrant Fees	0	0	41,500	(41,500)	0%
Total 5252300 · Contractual Services	935	935	47,700	(46,765)	2%

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
October 2016 through September 2017

	Current	Year to Date	\$ Over (Under)	% of Budget Thru October
	October 2016	October 2016		
	Budget	Budget		
5252500 · Operating Services				
5252540 · Computer Maintenance	0	0	75	(75)
Total 5252500 · Operating Services	0	0	75	(75)
5253100 · General Supplies				
5253110 · Office Supplies	78	78	175	(97)
5253140 · Uniforms	20	20	50	(30)
Total 5253100 · General Supplies	98	98	225	(127)
5254200 · Travel Expenses				
5254210 - Travel - Local	0	0	25	(25)
5254220 · Professional Development	0	0	50	(50)
Total 5254200 · Travel Expenses	0	0	75	(75)
5255200 · Data Processing Expenses				
5255240 · Data Processing - SW Maint.	2,050	2,050	2,050	0
Total 5255200 · Data Processing Expenses	2,050	2,050	2,050	0
5255300 · Printing Expense				
5255350 · Printing - Other	278	278	800	(522)
Total 5255300 · Printing Expense	278	278	800	(522)
5255600 · Insurance				
5255620 · Insurance - Liability	48	48	192	(144)
Total 5255600 · Insurance	48	48	192	(144)
5255700 · Other Expenses				
5255765 · Miscellaneous	0	0	50	(50)
5255768 · Collection Agency Fees	539	539	7,000	(6,461)

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**October 2016 through September 2017**

	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	October 2016	October 2016	Budget	Budget	Thru October
5255772 · Warrant Fee - Omni	168	168	3,750	(3,582)	4%
<b>Total 5255700 · Other Expenses</b>	<b>707</b>	<b>707</b>	<b>10,800</b>	<b>(10,093)</b>	<b>7%</b>
 Total 25 · Municipal Court	 8,503	 8,503	 116,460	 (107,957)	 7%
 30 · Fire					
5301100 · Salaries & Wages					
5301125 · Fire Chief	3,012	3,012	38,018	(35,006)	8%
5301135 · Deputy Chief/Fire October shall	1,698	1,698	21,424	(19,726)	8%
5301140 · Fire Captains	6,323	6,323	67,776	(51,453)	9%
5301150 · Officer in Charge & Holiday	744	744	12,648	(11,904)	6%
5301170 · Salary Increase	0	0	1,520	(1,520)	0%
5301180 · Merit Raises - Staff	0	0	3,863	(3,863)	0%
<b>Total 5301100 · Salaries &amp; Wages</b>	<b>11,777</b>	<b>11,777</b>	<b>145,249</b>	<b>(133,472)</b>	<b>8%</b>
5301400 · Support Salaries					
5301440 · Firefighters	21,003	21,003	314,158	(293,155)	7%
5301470 · Salary Increases	0	0	4,500	(4,500)	0%
5301480 · Merit Raises	0	0	7,897	(7,897)	0%
5301485 · Volunteer Incentive Program	1,543	1,543	16,850	(15,308)	9%
<b>Total 5301400 · Support Salaries</b>	<b>22,546</b>	<b>22,546</b>	<b>343,405</b>	<b>(320,859)</b>	<b>7%</b>
5302100 · Employee Benefits					
5302135 · TMRS	419	419	5,831	(5,412)	7%
5302137 · Volunteer Retirement	0	0	500	(500)	0%
5302160 · Worker's Compensation	2,674	2,674	10,696	(8,022)	25%
5302170 · Payroll Taxes	2,216	2,216	32,297	(30,081)	7%
5302196 · Membership Dues	0	0	2,200	(2,200)	0%
<b>Total 5302100 · Employee Benefits</b>	<b>5,309</b>	<b>5,309</b>	<b>51,524</b>	<b>(46,215)</b>	<b>10%</b>
 5302300 · Contractual Services					

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**October 2016 through September 2017**

	Current		Year to Date		\$ Over (Under)	% of Budget
	October 2016		October 2016		Budget	Thru October
					Budget	8%
5302310 · Consultant Fees	0	0	1,500	(1,500)		0%
5302380 · Dispatch	7,613	7,613	15,225	(7,613)		50%
5302385 · Emergency Transport Service	0	0	66,257	(66,257)		0%
<b>Total 5302300 · Contractual Services</b>	<b>7,613</b>	<b>7,613</b>	<b>82,982</b>	<b>(75,370)</b>		<b>9%</b>
5302500 · Operating Services						
5302510 · Maintenance Agreements	0	0	10,000	(10,000)		0%
5302570 · Warning System Maintenance	0	0	780	(780)		0%
5302580 · Generator Maintenance	0	0	2,120	(2,120)		0%
<b>Total 5302500 · Operating Services</b>	<b>0</b>	<b>0</b>	<b>12,900</b>	<b>(12,900)</b>		<b>0%</b>
5302600 · Special Expenses						
5302675 · National Night Out	299	299	500	(201)		60%
<b>Total 5302600 · Special Expenses</b>	<b>299</b>	<b>299</b>	<b>500</b>	<b>(201)</b>		<b>60%</b>
5303100 · General Supplies						
5303110 · Office Supplies	192	192	1,000	(808)		19%
5303140 · Uniforms	0	0	5,000	(5,000)		0%
5303160 · Medical Supplies	818	818	8,000	(7,182)		10%
5303165 · Medical Support	0	0	1,000	(1,000)		0%
5303170 · Evidence Gathering	0	0	800	(800)		0%
5303175 · Education Aids	2,084	2,084	50	2,034		4,168%
<b>Total 5303100 · General Supplies</b>	<b>3,094</b>	<b>3,094</b>	<b>15,850</b>	<b>(12,756)</b>		<b>20%</b>
5303400 · Maintenance Supplies & Parts						
5303410 · Supplies - Custodial	378	378	2,000	(1,622)		19%
5303420 · Building Alarm Maintenance	0	0	420	(420)		0%
<b>Total 5303400 · Maintenance Supplies &amp; Parts</b>	<b>378</b>	<b>378</b>	<b>2,420</b>	<b>(2,042)</b>		<b>16%</b>
5304200 · Travel Expenses						

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**October 2016 through September 2017**

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2016	October 2016	Budget	Budget
				Thru October 8%
5304220 · Professional Development	1,125	1,125	7,500	(6,375) 15%
5304270 · Vehicle Expenses	711	711	7,500	(6,789) 9%
<b>Total 5304200 · Travel Expenses</b>	<b>1,836</b>	<b>1,836</b>	<b>15,000</b>	<b>(13,164) 12%</b>
5305200 · Data Processing Expenses				
5305240 · Data Processing - Software	1,783	1,783	4,315	(2,532) 41%
<b>Total 5305200 · Data Processing Expenses</b>	<b>1,783</b>	<b>1,783</b>	<b>4,315</b>	<b>(2,532) 41%</b>
5305300 · Printing Expense				
5305310 · Copier Expense	0	0	3,100	(3,100) 0%
5305330 · Printing - Forms	0	0	100	(100) 0%
<b>Total 5305300 · Printing Expense</b>	<b>0</b>	<b>0</b>	<b>3,200</b>	<b>(3,200) 0%</b>
5305400 · Utilities				
5305410 · Telephone	244	244	2,724	(2,480) 9%
5305415 · Cellular Phone	103	103	1,248	(1,145) 8%
5305417 · Internet - Fire Dept.	329	329	5,145	(4,816) 6%
5305430 · Natural Gas	60	60	2,000	(1,940) 3%
5305450 · Electricity	536	536	5,650	(5,114) 9%
<b>Total 5305400 · Utilities</b>	<b>1,273</b>	<b>1,273</b>	<b>16,767</b>	<b>(15,494) 8%</b>
5305500 · Repairs & Bldg Improvements				
5305520 · Repairs - Building	141	141	3,500	(3,359) 4%
5305540 · Repairs - Machinery & Equipment	1,212	1,212	19,000	(17,788) 6%
5305545 · Repairs - Apparatus	0	0	12,000	(12,000) 0%
5305550 · Repairs - Vehicles	793	793	3,500	(2,707) 23%
<b>Total 5305500 · Repairs &amp; Bldg Improvements</b>	<b>2,146</b>	<b>2,146</b>	<b>38,000</b>	<b>(35,854) 6%</b>
5305600 · Insurance				
5305620 · Insurance - Liability	217	217	3,569	(3,352) 6%
5305640 · Insurance - Vehicle	2,360	2,360	9,440	(7,080) 25%
<b>Total 5305600 · Insurance</b>	<b>2,577</b>	<b>2,577</b>	<b>13,009</b>	<b>(10,432) 20%</b>

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
October 2016 through September 2017

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2016	October 2016		Thru October
	Budget	Budget	8%	
<b>5305700 · Other Expenses</b>				
5305705 · Postage	0	0	50	(50)
5305752 · Employment Screening	0	0	500	(500)
5305765 · Flags & Miscellaneous	0	0	100	(100)
<b>Total 5305700 · Other Expenses</b>	<b>0</b>	<b>0</b>	<b>650</b>	<b>(650)</b>
<b>5306400 · Minor Capital Outlay</b>				
5306440 · Machinery & Equipment	756	756	10,300	(9,544)
5306445 · Personal Protective Equipment	925	925	20,247	(19,322)
<b>Total 5306400 · Minor Capital Outlay</b>	<b>1,681</b>	<b>1,681</b>	<b>30,547</b>	<b>(28,866)</b>
<b>5307400 · Capitalized Assets</b>				
5307450 · Vehicle	53,272	53,272	55,000	(1,728)
<b>Total 5306400 · Minor Capital Outlay</b>	<b>53,272</b>	<b>53,272</b>	<b>55,000</b>	<b>(1,728)</b>
<b>Total 30 · Fire</b>	<b>115,582</b>	<b>115,582</b>	<b>831,318</b>	<b>(715,736)</b>
<b>40 · Community Services</b>				
<b>5401100 · Salaries &amp; Wages</b>				
5401135 · ACO/Code Enforcement Officer	3,674	3,674	46,364	(42,690)
5401180 · Merit Raises - Staff	0	0	1,391	(1,391)
5401190 · Overtime	964	964	7,500	(6,536)
<b>Total 5401100 · Salaries &amp; Wages</b>	<b>4,638</b>	<b>4,638</b>	<b>55,255</b>	<b>(50,617)</b>
<b>5402100 · Employee Benefits</b>				
5402110 · Group Insurance	420	420	7,291	(6,871)
5402135 · TMRS	417	417	5,262	(4,845)
5402160 · Worker's Compensation	89	89	356	(267)
5402170 · Payroll Taxes	73	73	802	(729)
5402190 · License	25	25	625	(600)
<b>Total 5402100 · Employee Benefits</b>	<b>1,024</b>	<b>1,024</b>	<b>14,336</b>	<b>(13,312)</b>

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**October 2016 through September 2017**

	Current	Year to Date	\$ Over (Under)	% of Budget Thru October
	October 2016	October 2016		
	Budget	Budget		
5402300 · Contractual Services				
5402315 · Contract Building Inspections	7,196	7,196	50,000	(42,804) 14%
5402370 · Impound Fees	0	0	2,300	(2,300) 0%
Total 5402300 · Contractual Services	7,196	7,196	52,300	(45,104) 14%
5402600 · Special Expenses				
5402680 · Environmental Testing	0	0	2,300	(2,300) 0%
5402683 · Septic Tank Fee to State	0	0	100	(100) 0%
5402685 · Clean up Day	0	0	100	(100) 0%
Total 5402600 · Special Expenses	0	0	2,500	(2,500) 0%
5403100 · General Supplies				
5403110 · Office Supplies	0	0	50	(50) 0%
5403120 · Animal Care	0	0	150	(150) 0%
5403122 · Pet Supplies	0	0	600	(600) 0%
5403140 · Uniforms	0	0	600	(600) 0%
Total 5403100 · General Supplies	0	0	1,400	(1,400) 0%
5403400 · Maintenance Supplies & Parts				
5403460 · Miscellaneous	0	0	200	(200) 0%
Total 5403400 · Maintenance Supplies & Parts	0	0	200	(200) 0%
5404200 · Travel Expenses				
5404210 · Travel - Local	0	0	25	(25) 0%
5404220 · Professional Development	0	0	200	(200) 0%
5404270 · Vehicle Expenses	53	53	3,000	(2,947) 2%
Total 5404200 · Travel Expenses	53	53	3,225	(3,172) 2%
5405300 · Printing Expense				
5405330 · Printing - Forms	0	0	400	(400) 0%
Total 5405300 · Printing Expense	0	0	400	(400) 0%

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**October 2016 through September 2017**

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2016	October 2016	Budget	Thru October
			Budget	8%
<b>5405400 - Utilities</b>				
5405415 - Cellular Phone	89	89	1,074	(985)
<b>Total 5405400 - Utilities</b>	<b>89</b>	<b>89</b>	<b>1,074</b>	<b>(985)</b>
<b>5405600 - Insurance</b>				
5405610 - Insurance - Property	2	2	9	(7)
5405620 - Insurance - Liability	32	32	130	(98)
5405640 - Insurance - Vehicle	61	61	245	(184)
<b>Total 5405600 - Insurance</b>	<b>96</b>	<b>96</b>	<b>384</b>	<b>(288)</b>
<b>5405700 - Other Expenses</b>				
5405765 - Miscellaneous	0	0	100	(100)
<b>Total 5405700 - Other Expenses</b>	<b>0</b>	<b>0</b>	<b>100</b>	<b>(100)</b>
<b>5406400 - Minor Capital Outlay</b>				
5406440 - Machinery & Equipment	13	13	1,000	(987)
<b>Total 5406400 - Minor Capital Outlay</b>	<b>13</b>	<b>13</b>	<b>1,000</b>	<b>(987)</b>
<b>Total 40 - Community Services</b>	<b>13,109</b>	<b>13,109</b>	<b>132,174</b>	<b>(119,065)</b>
<b>45 - Solid Waste</b>				
5455400 - Utilities				
5455465 - Solidwaste Pickup (Garbage)	17,875	17,875	221,676	(203,801)
<b>Total 5455400 - Utilities</b>	<b>17,875</b>	<b>17,875</b>	<b>221,676</b>	<b>(203,801)</b>
<b>Total 45 - Solid Waste</b>	<b>17,875</b>	<b>17,875</b>	<b>221,676</b>	<b>(203,801)</b>
<b>50 - Streets</b>				
5501400 - Support Staff				
5501415 - Maintenance Crew	1,394	1,394	23,400	(22,006)
				6%

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**October 2016 through September 2017**

	Current	Year to Date		\$ Over (Under)	% of Budget
	October 2016	October 2016	Budget	Budget	Thru October
					8%
5501470 - Salary Increase	0	0	2,080	(2,080)	0%
5501480 - Merit Raises	0	0	765	(765)	0%
5501490 - Overtime	0	0	1,500	(1,500)	0%
5501500 - Streets - On Call	0	0	600	(600)	0%
<b>Total 5501400 - Support Staff</b>	<b>1,394</b>	<b>1,394</b>	<b>28,345</b>	<b>(26,951)</b>	<b>5%</b>
5502100 - Employee Benefits					
5502110 - Group Insurance	0	0	7,146	(7,146)	0%
5502135 - TMRS	361	361	2,642	(2,281)	14%
5502160 - Worker's Compensation	426	426	1,705	(1,279)	25%
5502170 - Payroll Taxes	58	58	403	(345)	14%
5502190 - License	0	0	122	(122)	0%
<b>Total 5502100 - Employee Benefits</b>	<b>845</b>	<b>845</b>	<b>12,018</b>	<b>(11,173)</b>	<b>7%</b>
5502200 - Special Services					
5502280 - NCTCOG- SWMP Fees	0	0	3,360	(3,360)	0%
<b>Total 5502200 - Special Services</b>	<b>0</b>	<b>0</b>	<b>3,360</b>	<b>(3,360)</b>	<b>0%</b>
5502600 - Special Expenses					
5502620 - Emergency Clean Up	0	0	2,000	(2,000)	0%
<b>Total 5502600 - Special Expenses</b>	<b>0</b>	<b>0</b>	<b>2,000</b>	<b>(2,000)</b>	<b>0%</b>
5503100 - General Supplies					
5503110 - Office Supplies	0	0	100	(100)	0%
5503140 - Uniforms	193	193	600	(407)	32%
<b>Total 5503100 - General Supplies</b>	<b>193</b>	<b>193</b>	<b>700</b>	<b>(507)</b>	<b>28%</b>
5503400 - Maintenance Supplies & Parts					
5503405 - Drainage Maintenance	0	0	500	(500)	0%
5503420 - Supplies - Street Signs	183	183	3,000	(2,817)	6%

**City of Ovilla General Fund**  
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**October 2016 through September 2017**

	Current	Year to Date	\$ Over (Under)	% of Budget Thru October
	October 2016	October 2016		
	Budget	Budget		
5503460 · Miscellaneous	2	2	300	(298) 1%
Total 5503400 · Maintenance Supplies & Parts	185	185	3,800	(3,615) 5%
5504200 · Travel Expenses				
5504220 · Professional Development	0	0	500	(500) 0%
5504270 · Vehicle Expenses	432	432	6,500	(6,068) 7%
Total 5504200 · Travel Expenses	432	432	7,000	(6,568) 6%
5505300 · Printing Expense				
5505350 · Printing - Other	0	0	350	(350) 0%
Total 5505300 · Printing Expense	0	0	350	(350) 0%
5505400 · Utilities				
5505450 · Electricity	3,967	3,967	47,000	(43,033) 8%
Total 5505400 · Utilities	3,967	3,967	47,000	(43,033) 8%
5505500 · Repairs & Bldg Improvements				
5405520 · Repairs - Building	0	0	500	(500) 0%
5505540 · Repairs - Machinery & Equipment	1,216	1,216	3,000	(1,784) 41%
5505550 · Repairs - Vehicles	0	0	2,500	(2,500) 0%
5505560 · Repairs -Street Maint.& Repairs	0	0	50,000	(50,000) 0%
5505565 · Repairs - Infrastruct Drainage	0	0	3,000	(3,000) 0%
5505575 · Repairs - 50/50 Sidewalk Program	0	0	2,500	(2,500) 0%
5505590 · Repairs - Other	0	0	1,500	(1,500) 0%
Total 5505500 · Repairs & Bldg Improvements	1,216	1,216	63,000	(61,784) 2%
5505600 · Insurance				
5505620 · Insurance - Liability	173	173	694	(521) 25%
5505640 · Insurance - Vehicle	805	805	3,221	(2,416) 25%
Total 5505600 · Insurance	978	978	3,915	(2,937) 25%

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**October 2016 through September 2017**

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2016	October 2016	Budget	Thru October
			Budget	8%
<b>5505700 · Other Expenses</b>				
5505752 · Employment Screening	106	106	150	(44) 71%
<b>Total 5505700 · Other Expenses</b>	<b>106</b>	<b>106</b>	<b>150</b>	<b>(44) 71%</b>
<b>5506400 · Minor Capital Outlay</b>				
5506440 · Machinery & Equipment	0	0	2,500	(2,500) 0%
5506445 · Personal Protective Equipment	0	0	300	(300) 0%
5506490 · Other	0	0	500	(500) 0%
<b>Total 5506400 · Minor Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>3,300</b>	<b>(3,300) 0%</b>
<b>5507400 · Capitalized Assets</b>				
5507440 · Machinery & Equipment	0	0	10,000	(10,000) 0%
5507460 · Infrastructure	0	0	234,600	(234,600) 0%
<b>Total 5507400 · Capitalized Assets</b>	<b>0</b>	<b>0</b>	<b>244,600</b>	<b>(244,600) 0%</b>
<b>Total 50 · Streets</b>	<b>9,316</b>	<b>9,316</b>	<b>419,538</b>	<b>(410,222) 2%</b>
<b>60 · Parks</b>				
<b>5602400 · Rentals</b>				
5602490 · Rental - Other	419	419	3,000	(2,581) 14%
<b>Total 5602400 · Rentals</b>	<b>419</b>	<b>419</b>	<b>3,000</b>	<b>(2,581) 14%</b>
<b>5602500 · Operating Services</b>				
5602530 · Custodial Service Contract	0	0	1,200	(1,200) 0%
<b>Total 5602500 · Operating Services</b>	<b>0</b>	<b>0</b>	<b>1,200</b>	<b>(1,200) 0%</b>
<b>5602600 · Special Expenses</b>				

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	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2016	October 2016	Budget	Thru October
			Budget	8%
5602680 · Heritage Day	405	405	14,300	(13,895) 3%
5602690 - Special Events	662	662	4,500	(3,838) 15%
<b>Total 5602600 · Special Expenses</b>	<b>1,066</b>	<b>1,066</b>	<b>18,800</b>	<b>(17,734) 6%</b>
5603400 · Maintenance Supplies & Parts				
5303410 - Supplies - Custodial	0	0	100	(100) 0%
5603460 - Miscellaneous	68	68	300	(232) 23%
<b>Total 5603400 · Maintenance Supplies &amp; Parts</b>	<b>68</b>	<b>68</b>	<b>400</b>	<b>(332) 17%</b>
5605400 · Utilities				
5605450 · Electricity	712	712	8,300	(7,588) 9%
<b>Total 5605400 · Utilities</b>	<b>712</b>	<b>712</b>	<b>8,300</b>	<b>(7,588) 9%</b>
5605500 · Repairs & Bldg Improvements				
5605520 · Repairs - Building	0	0	2,500	(2,500) 0%
5605530 · REPAIRS-IMP OTHER THAN BLDGS	0	0	1,000	(1,000) 0%
<b>Total 5605500 · Repairs &amp; Bldg Improvements</b>	<b>0</b>	<b>0</b>	<b>3,500</b>	<b>(3,500) 0%</b>
5605600 · Insurance				
5605610 · Insurance - Property	30	30	122	(92) 25%
5605620 · Insurance - Liability	73	73	294	(221) 25%
5605640 · Insurance - Vehicle	52	52	207	(155) 25%
<b>Total 5605600 · Insurance</b>	<b>155</b>	<b>155</b>	<b>623</b>	<b>(468) 25%</b>
5605700 · Other Expenses				
5605765 · Miscellaneous	33	33	300	(267) 11%
<b>Total 5605700 · Other Expenses</b>	<b>33</b>	<b>33</b>	<b>300</b>	<b>(267) 11%</b>
5606400 · Minor Capital Outlay				
5606410 · Land Improvements	0	0	1,000	(1,000) 0%

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
**October 2016 through September 2017**

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2016	October 2016		
	Budget	8%		
5606440 · Machinery & Equipment	0	0	2,000	(2,000) 0%
Total 5606400 · Minor Capital Outlay	0	0	3,000	(3,000) 0%
5607400 · Capitalized Assets				
5607410 - 4B EDC Restroom Land Improvements	0	0	75,000	(75,000) 0%
5607415 - 4B EDC Monument Signs	0	0	30,000	(30,000) 0%
5607440 · Machinery & Equipment	0	0	6,000	(6,000) 0%
Total 5607400 · Capitalized Assets	0	0	111,000	(111,000) 0%
Total 60 · Parks	2,454	2,454	150,123	(147,669) 2%
Total Expenditures	327,912	327,912	3,312,825	(2,984,913) 10%
Net Change in Fund Balance	-232,167	-232,167	0	(232,167) 100%

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
**October 2016 through September 2017**

	Current		Year to Date		\$ Over (Under)	% of Budget
	October 2016		October 2016		Budget	Thru October
					Budget	8%
<b>Resources</b>						
4000400 · Charges for Services						
4000460 · Water Sales	85,180	85,180	959,305	(874,125)	9%	
4000461 · Sewer Service	33,417	33,417	396,500	(363,083)	8%	
4000465 · Water & Sewer Penalties	1,429	1,429	18,000	(16,571)	8%	
4000471 · Reconnect Fees	599	599	5,400	(4,801)	11%	
4000472 · Meters	0	0	3,700	(3,700)	0%	
4000473 · Connect Fees	175	175	4,400	(4,225)	4%	
4000478 · Infrastructure Improvement Fee	5,246	5,246	66,550	(61,304)	8%	
4000480 · Solid Waste Fees (Garbage)	(29)	(29)	0	(29)	100%	
Total 4000400 · Charges for Services	126,016	126,016	1,453,855	(1,327,839)	9%	
4000800 · Other Revenue						
4000880 · Capital Rec Fee	3,750	3,750	81,250	(77,500)	5%	
4000840 · Interest Earned	200	200	2,900	(2,700)	7%	
Total 4000800 · Other Revenue	3,950	3,950	84,150	(80,200)	5%	
<b>Total Resources</b>	<b>129,965</b>	<b>129,965</b>	<b>1,538,005</b>	<b>(1,408,040)</b>	<b>8%</b>	
<b>Expense</b>						
70 · Administration						
5701100 · Salaries & Wages						
5701110 · City Administrator	0	0	22,042	(22,042)	0%	
5701115 · City Secretary	0	0	13,658	(13,658)	0%	
5701117 · Finance Accountant	0	0	12,731	(12,731)	0%	
5701120 · Part Time Admin. Support	0	0	7,660	(7,660)	0%	
5701130 · Public Works Director	4,440	4,440	53,960	(49,520)	8%	
5701170 · Salary Increase	0	0	3,835	(3,835)	0%	
5701180 · Merit Raises, Staff	0	0	3,414	(3,414)	0%	
Total 5701100 · Salaries & Wages	4,440	4,440	117,300	(112,860)	4%	

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
October 2016 through September 2017

	Current	Year to Date	\$ Over (Under) Budget	% of Budget
	October 2016	October 2016		Thru October Budget
		Budget		
<b>5702100 · Employee Benefits</b>				
5702110 · Group Insurance	649	649	7,358	(6,709) 9%
5702135 · TMRS	399	399	5,497	(5,098) 7%
5702170 · Payroll Taxes	64	64	837	(773) 8%
<b>Total 5702100 · Employee Benefits</b>	<b>1,112</b>	<b>1,112</b>	<b>13,692</b>	<b>(12,580) 8%</b>
<b>5702200 · Special Services</b>				
5702240 · Audit	0	0	7,400	(7,400) 0%
5702250 · Accounting	0	0	500	(500) 0%
<b>Total 5702200 · Special Services</b>	<b>0</b>	<b>0</b>	<b>7,900</b>	<b>(7,900) 0%</b>
<b>5702300 · Contractual Services /Personnel</b>				
5702310 · Consultant Fees	0	0	3,500	(3,500) 0%
<b>Total 5702300 · Contractual Services /Personnel</b>	<b>0</b>	<b>0</b>	<b>3,500</b>	<b>(3,500) 0%</b>
<b>5703100 · General Supplies</b>				
5703110 · Office Supplies	73	73	800	(727) 9%
<b>Total 5703100 · General Supplies</b>	<b>73</b>	<b>73</b>	<b>800</b>	<b>(727) 9%</b>
<b>5703400 · Maintenance Supplies / Parts</b>				
5703410 · Supplies - Custodial	0	0	200	(200) 0%
<b>Total 5703400 · Maintenance Supplies / Parts</b>	<b>0</b>	<b>0</b>	<b>200</b>	<b>(200) 0%</b>
<b>5704200 · Travel Expenses</b>				
5704210 · Travel - Local	0	0	200	(200) 0%
5704220 · Professional Development	0	0	750	(750) 0%
<b>Total 5704200 · Travel Expenses</b>	<b>0</b>	<b>0</b>	<b>950</b>	<b>(950) 0%</b>
<b>5705200 · Data Processing Expenses</b>				
5705230 · Data Processing - Maintenance & Repair	0	0	1,300	(1,300) 0%

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
October 2016 through September 2017

	Current	Year to Date	\$ Over (Under)		% of Budget Thru October
			October 2016	October 2016	
			8%		
<b>Total 5705200 · Data Processing Expenses</b>			0	0	1,300 (1,300) 0%
5705300 · Printing Expense					
5705350 · Printing - Other			0	0	250 (250) 0%
<b>Total 5705300 · Printing Expense</b>			0	0	250 (250) 0%
5705400 · Utilities					
5705410 · Telephone			110	110	1,404 (1,294) 8%
5705415 · Cellular Phone			113	113	1,690 (1,577) 7%
5705417 · Internet			101	101	2,409 (2,308) 4%
<b>Total 5705400 · Utilities</b>			324	324	5,503 (5,179) 6%
5705700 · Other Expenses					
5705705 · Postage			500	500	8,000 (7,500) 6%
5705740 · Advertising			0	0	100 (100) 0%
5705760 · Bank Service Charge			0	0	200 (200) 0%
5705765 · Miscellaneous			0	0	100 (100) 0%
5705775 · Credit Card Transaction Fee			100	100	0 100% 100%
<b>Total 5705700 · Other Expenses</b>			600	600	8,400 (7,800) 7%
5706400 · Minor Capital Outlay					
5706440 · Machinery & Equipment			0	0	500 (500) 0%
<b>Total 5706400 · Minor Capital Outlay</b>			0	0	500 (500) 0%
5709000 · Reserve					
5708215 · Admin. Exp. to General Fund			0	0	32,788 (32,788) 0%
5709002 · Capital Improv. Water/Sewer Reserve			0	0	58,700 (58,700) 0%
5709010 · Administrative Reserves			0	0	2,747 (2,747) 0%
<b>Total 5709000 · Reserve</b>			0	0	94,235 (94,235) 0%
<b>Total 70 · Administration</b>	6,549	6,549		254,530 (247,981)	3%

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
October 2016 through September 2017

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2016	October 2016	Budget	Thru October
			Budget	8%
<b>75 - Water</b>				
5751100 - Salaries & Wages				
5751133 - Superintendent	3,510	3,510	43,260	(39,750) 8%
5751170 - Salary Increase	0	0	1,040	(1,040) 0%
5751180 - Merit Raises - Staff	0	0	1,329	(1,329) 0%
5751190 - Overtime	527	527	2,000	(1,473) 26%
<b>Total 5751100 - Salaries &amp; Wages</b>	<b>4,037</b>	<b>4,037</b>	<b>47,629</b>	<b>(43,592) 8%</b>
5751400 - Support Salaries				
5751405 - Support Staff	3,395	3,395	50,264	(46,869) 7%
5751415 - Maintenance Crew	2,269	2,269	80,766	(78,497) 3%
5751430 - Seasonal Crew	0	0	3,000	(3,000) 0%
5751450 - Certification Pay	92	92	1,200	(1,108) 8%
5751470 - Salary Increase	0	0	5,159	(5,159) 0%
5751480 - Merit Raises	0	0	3,522	(3,522) 0%
5751490 - Overtime	234	234	4,000	(3,766) 6%
5751500 - Water - On Call	100	100	1,550	(1,450) 6%
<b>Total 5751400 - Support Salaries</b>	<b>6,089</b>	<b>6,089</b>	<b>149,461</b>	<b>(143,372) 4%</b>
5752100 - Employee Benefits				
5752110 - Group Insurance	2,340	2,340	43,175	(40,835) 5%
5752135 - TMRS	897	897	19,846	(18,949) 5%
5752160 - Worker's Compensation	2,050	2,050	8,200	(6,150) 25%
5752170 - Payroll Taxes	149	149	3,021	(2,872) 5%
5752190 - Licenses	0	0	222	(222) 0%
<b>Total 5752100 - Employee Benefits</b>	<b>5,436</b>	<b>5,436</b>	<b>74,464</b>	<b>(69,028) 7%</b>
5752300 - Contractual Services/Personnel				
5752350 - Contract Labor - Company	0	0	1,500	(1,500) 0%
5752380 - Dispatch	6,525	6,525	13,050	(6,525) 50%

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
October 2016 through September 2017

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2016	October 2016		Thru October
	Budget	Budget	8%	
<b>Total 5752300 · Contractual Services/Personnel</b>	6,525	6,525	14,550	(8,025) 45%
<b>5752400 · Rentals</b>				
5752420 · Rental - Machinery & Equipment	0	0	250	(250) 0%
<b>Total 5752400 · Rentals</b>	0	0	250	(250) 0%
<b>5752500 · Operating Services</b>				
5752580 · Water Testing	85	85	4,000	(3,915) 2%
5752590 · TCEQ Fees	0	0	3,500	(3,500) 0%
<b>Total 5752500 · Operating Services</b>	85	85	7,500	(7,415) 1%
<b>5753100 · General Supplies</b>				
5753140 · Uniforms	725	725	1,700	(975) 43%
<b>Total 5753100 · General Supplies</b>	725	725	1,700	(975) 43%
<b>5753400 · Maintenance Supplies &amp; Parts</b>				
5753460 · Miscellaneous	86	86	300	(214) 29%
<b>Total 5753400 · Maintenance Supplies &amp; Parts</b>	86	86	300	(214) 29%
<b>5754200 · Travel Expenses</b>				
5754220 · Professional Development	0	0	750	(750) 0%
5754270 · Vehicle Expenses	90	90	10,000	(9,910) 1%
<b>Total 5754200 · Travel Expenses</b>	90	90	10,750	(10,660) 1%
<b>5755200 · Data Processing Expenses</b>				
5755240 · Data Processing - Software	0	0	3,700	(3,700) 0%
<b>Total 5755200 · Data Processing Expenses</b>	0	0	3,700	(3,700) 0%
<b>5755300 · Printing Expenses</b>				
5755310 · Copier Expense	0	0	3,000	(3,000) 0%
5755350 · Printing - Other	0	0	2,000	(2,000) 0%

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
**October 2016 through September 2017**

	Current		Year to Date		\$ Over (Under)	% of Budget
	October 2016	October 2016	Budget	Budget		
					Thru October	8%
<b>Total 5755300 · Printing Expenses</b>	0	0	5,000	(5,000)		0%
<b>5755400 · Utilities</b>						
5755415 · Cellular Phone	50	50	1,500	(1,450)	3%	
5755450 · Electricity	1,913	1,913	27,000	(25,087)	7%	
5755460 · Water, wholesale	67,344	67,344	425,062	(357,718)	16%	
<b>Total 5755400 · Utilities</b>	69,307	69,307	453,562	(384,255)	15%	
<b>5755500 · Repairs &amp; Building Improvements</b>						
5755540 · Repairs- Machinery & Equipment	672	672	4,000	(3,328)	17%	
5755550 · Repairs - Vehicles	15	15	2,000	(1,985)	1%	
5755570 · Inventory Expense	90	90	9,000	(8,910)	1%	
5755580 · Water Chemical Expense	1,931	1,931	8,000	(6,069)	24%	
5755590 · Repairs - Other	0	0	3,000	(3,000)	0%	
<b>Total 5755500 · Repairs &amp; Building Improvements</b>	2,707	2,707	26,000	(23,293)	10%	
<b>5755600 · Insurance</b>						
5755610 · Insurance - Property	712	712	2,848	(2,136)	25%	
5755620 · Insurance - Liability	242	242	970	(728)	25%	
5755640 · Insurance - Vehicle	576	576	2,304	(1,728)	25%	
<b>Total 5755600 · Insurance</b>	1,530	1,530	6,122	(4,592)	25%	
<b>5755700 · Other Expenses</b>						
5755752 · Employment Screening	0	0	150	(150)	0%	
<b>Total 5755700 · Other Expenses</b>	0	0	150	(150)	0%	
<b>5756400 · Minor Capital Outlay</b>						
5756440 · Machinery & Equipment	0	0	1,000	(1,000)	0%	
5756490 · Other	0	0	500	(500)	0%	
<b>Total 5756400 · Minor Capital Outlay</b>	0	0	1,500	(1,500)	0%	

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
**October 2016 through September 2017**

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2016	October 2016	Budget	Thru October Budget 8%
<b>5757400 · Capitalized Assets</b>				
5757440 · Machinery & Equipment	0	0	10,000	(10,000) 0%
5757470 · Infrastructure - Water	659	659	4,000	(3,341) 18%
5757475 - FM 664 Relocate Waterline	0	0	9,000	(9,000) 0%
<b>Total 5757400 · Capitalized Assets</b>	<b>659</b>	<b>659</b>	<b>23,000</b>	<b>(22,341) 3%</b>
<b>5757900 · Long-Term Debt</b>				
5758225 · Admin. Expense to Debt Fund	0	0	59,248	(59,248) 0%
<b>Total 5757900 · Long-Term Debt</b>	<b>0</b>	<b>0</b>	<b>59,248</b>	<b>(59,248) 0%</b>
<b>Total 75 · Water</b>	<b>97,277</b>	<b>97,277</b>	<b>884,886</b>	<b>(787,609) 11%</b>
<b>80 · Sewer</b>				
<b>5801400 · Support Salaries</b>				
5801405 · Support Staff	0	0	16,754	(16,754) 0%
5801415 · Maintenance Crew	2,883	2,883	34,278	(31,395) 8%
5801450 · Certification Pay	92	92	1,210	(1,118) 8%
5801470 - Salary Increase	0	0	2,122	(2,122) 0%
5801480 · Merit Raises	0	0	1,408	(1,408) 0%
5801490 · Overtime	297	297	3,000	(2,703) 10%
5801500 · Sewer - On Call	50	50	600	(550) 8%
<b>Total 5801400 · Support Salaries</b>	<b>3,323</b>	<b>3,323</b>	<b>59,372</b>	<b>(56,049) 6%</b>
<b>5802100 · Employee Benefits</b>				
5802110 · Group Insurance	626	626	7,221	(6,595) 9%
5802135 · TMRS	292	292	3,856	(3,564) 8%
5802160 · Worker's Compensation-Sewer	342	342	1,367	(1,025) 25%
5802170 · Payroll Taxes	47	47	588	(541) 8%
5802190 · Licenses	0	0	150	(150) 0%
<b>Total 5802100 · Employee Benefits</b>	<b>1,306</b>	<b>1,306</b>	<b>13,182</b>	<b>(11,876) 10%</b>

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
**October 2016 through September 2017**

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2016	October 2016		Thru October
	Budget	Budget	8%	
<b>5802300 · Contractual Services/Personnel</b>				
5802350 · Contract Labor - Company	0	0	5,000	(5,000) 0%
<b>Total 5802300 · Contractual Services/Personnel</b>	0	0	5,000	(5,000) 0%
<b>5802500 · Operating Services</b>				
5802515 · Sardis Collection Expense	898	898	9,054	(8,156) 10%
5802590 · TCEQ Fees - Sewer	0	0	100	(100) 0%
<b>Total 5802500 · Operating Services</b>	898	898	9,154	(8,256) 10%
<b>5803100 · General Supplies</b>				
5803140 · Uniforms	353	353	1,200	(847) 29%
<b>Total 5803100 · General Supplies</b>	353	353	1,200	(847) 29%
<b>5803400 · Maintenance Supplies &amp; Parts</b>				
5803460 · Miscellaneous	0	0	500	(500) 0%
<b>Total 5803400 · Maintenance Supplies &amp; Parts</b>	0	0	500	(500) 0%
<b>5804200 · Travel Expenses</b>				
5804220 · Professional Development	13	13	500	(487) 3%
5804270 · Vehicle Expense	269	269	1,200	(931) 22%
<b>Total 5804200 · Travel Expenses</b>	282	282	1,700	(1,418) 17%
<b>5805400 · Utilities</b>				
5805450 · Electricity	138	138	3,000	(2,862) 5%
5805463 · TRA Wastewater Treatment	22,567	22,567	285,955	(263,388) 8%
<b>Total 5805400 · Utilities</b>	22,705	22,705	288,955	(266,250) 8%
<b>5805500 · Repairs &amp; Bldg Improvements</b>				
5805510 · Repairs - Land Improvements	0	0	300	(300) 0%
5805540 · Repairs - Machinery & Equipment	2,522	2,522	6,000	(3,478) 42%
5805570 · Inventory Expense	736	736	2,000	(1,264) 37%

**Ovilla W&S Utility Fund**  
**Actual vs Budget Review**  
October 2016 through September 2017

	Current	Year to Date		\$ Over (Under)	% of Budget
	October 2016	October 2016	Budget	Budget	Thru October
					8%
5805590 · Repairs - Other	44	44	600	(556)	7%
Total 5805500 · Repairs & Bldg Improvements	3,302	3,302	8,900	(5,598)	37%
5805600 · Insurance					
5805610 · Insurance - Property	15	15	60	(45)	25%
5805620 · Insurance - Liability	99	99	224	(125)	44%
5805640 · Insurance - Vehicle	36	36	142	(106)	25%
Total 5805600 · Insurance	150	150	426	(276)	35%
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	0	10,000	(10,000)	0%
Total 5807400 · Capitalized Assets	0	0	10,000	(10,000)	0%
Total 80 · Sewer	32,318	32,318	398,589	(366,271)	8%
Total Expense	136,143	136,143	1,538,005	(1,401,862)	9%
Net Change in Fund Balance	(6,178)	(6,178)	0	(6,178)	100%

**Ovilla Debt Service**  
**Actual vs Budget Review**  
October 2016 through September 2017

	Current		Year to Date		\$ Over (Under)	% of Budget
	October 2016		Oct 2015 - Sept 2016		Budget	Thru October
					Budget	8%
<b>Revenues</b>						
4000100 · Taxes						
4000107 · Ad Valorem, Current I & S	1,841		1,841	486,807	(484,966)	0%
4000106 · Ad Valorem, Current I&S New and Imp	-		-	24,420	(24,420)	0%
4000111 · Ad Valorem, Delinquent I & S	399		399	-	399	100%
4000114 · Interest/Penalties - I & S	128		128	-	128	100%
Total 4000100 · Taxes	2,369		2,368	511,227	(508,859)	0%
4000800 · Other Revenue						
4000840 · Interest Earned	7		7	550	(543)	1%
4000930 · Admin.Rev.Rec.Fr Water & Sewer	-		-	59,248	(59,248)	0%
Total 4000800 · Other Revenue	7		7	59,798	(59,791)	0%
<b>Total Revenues</b>	<b>2,375</b>		<b>2,375</b>	<b>571,025</b>	<b>(568,650)</b>	<b>0%</b>
<b>Expenditures</b>						
5157900 · Long-Term Debt						
5157930 · Paying Agent Fees	-		-	500	(500)	0%
51579349 · 2011 Bond Issue Principle	-		-	375,000	(375,000)	0%
5157940 · 2011 Bond Issue Interest	-		-	195,525	(195,525)	0%
Total 5157900 · Long-Term Debt	-		-	571,025	(571,025)	0%
<b>Total Expenditures</b>	<b>-</b>		<b>-</b>	<b>571,025</b>	<b>(571,025)</b>	<b>0%</b>
<b>Net Change in Fund Balance</b>	<b>2,375</b>		<b>2,375</b>	<b>-</b>	<b>2,375</b>	<b>100%</b>

**City of Ovilla Capital Projects Fund**  
**Actual vs Budget Review**  
**October 2016 through September 2017**

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2016	October 2016		Thru October
	Budget	Budget	8%	
<b>Revenues</b>				
4000800 · Other Revenue				
4000845 · Interest Earned - Texstar	1	1	1	(0) 57%
4000850 · Interest Earned - Prosperity	22	22	260	(238) 8%
4000990 - Reduction in Fund Balance	0	0	50,000	(50,000) 0%
<b>Total 4000800 · Other Revenue</b>	<b>23</b>	<b>23</b>	<b>50,261</b>	<b>(50,238) 0%</b>
<b>Total Revenues</b>	<b>23</b>	<b>23</b>	<b>50,261</b>	<b>(50,238) 0%</b>
<b>Expense</b>				
5879000 · Reserves				
5879010 · Admin Reserves	0	0	261	(261) 0%
<b>Total 5879000 · Reserves</b>	<b>0</b>	<b>0</b>	<b>261</b>	<b>(261) 0%</b>
5857400 · Capitalized Assets				
5857470 · Water Line	0	0	50,000	(50,000) 0%
<b>Total 5879000 · Reserves</b>	<b>0</b>	<b>0</b>	<b>50,000</b>	<b>(50,000) 0%</b>
<b>Total Expense</b>	<b>0</b>	<b>0</b>	<b>50,261</b>	<b>(50,261) 0%</b>
<b>Change in Net Position</b>	<b>23</b>	<b>23</b>	<b>0</b>	<b>23 100%</b>

**Ovilla Park Impact Fund**  
**Actual vs Budget Review**  
**October 2016 through September 2017**

	Current	Year to Date	\$ Over (Under)		% of Budget Thru Sept
			October 2016	Budget	
				%	
<b>Revenues</b>					
4000400 · Charges for Services					
4000460 · Park Impact	1,004	1,004	13,381	(12,377)	8%
Total 4000400 · Charges for Services	1,004	1,004	13,381	(12,377)	8%
4000800 · Other Revenue					
4000840 · Interest Earned	15	15	142	(127)	11%
Total 4000800 · Other Revenue	15	15	142	(127)	11%
<b>Total Revenues</b>	1,019	1,019	13,523	(12,504)	8%
<b>Expenditures</b>					
5607400 · Capitalized Assets					
5607440 · Capital Machinery & Equipment	0	0	5,000	(5,000)	0%
Total 5607400 · Capitalized Assets	0	0	5,000	(5,000)	0%
5609000 · Reserves					
5609035 · Park Impact Reserves	0	0	8,523	(8,523)	0%
Total 5609000 · Reserves	0	0	8,523	(8,523)	0%
<b>Total Expenditures</b>	0	0	13,523	(13,523)	0%
<b>Net Change in Fund Balance</b>	1,019	1,019	0	1,019	100%

**Ovilla W&S Impact Fee Fund**  
**Actual vs Budget Review**  
**October 2016 through September 2017**

	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	October 2016	October 2016	Budget	Budget	Thru October
<b>Revenues</b>					
4000400 · Charges for Services					
4000476 - Water Impact Fee	0	0	3,100	(3,100)	0%
4000477 - Sewer Impact Fee	2,800	2,800	56,000	(53,200)	5%
<b>Total 4000400 · Charges for Services</b>	<b>2,800</b>	<b>2,800</b>	<b>59,100</b>	<b>(56,300)</b>	<b>5%</b>
4000800 · Other Revenue					
4000840 - Interest Earned	18	18	230	(212)	8%
4000880 - Transfer In - Water Impact	0	0	50,000	(50,000)	0%
<b>Total 4000800 · Other Revenue</b>	<b>18</b>	<b>18</b>	<b>50,230</b>	<b>(50,212)</b>	<b>0%</b>
<b>Total Revenues</b>	<b>2,818</b>	<b>2,818</b>	<b>109,330</b>	<b>(106,512)</b>	<b>3%</b>
<b>Expense</b>					
5102300 - Contractual Services					
5102310 - Consultant Fees	2,360	2,360	11,800	(9,440)	20%
<b>Total 5102300 - Contractual Services</b>	<b>2,360</b>	<b>2,360</b>	<b>11,800</b>	<b>(9,440)</b>	<b>20%</b>
5857400 - Capitalized Assets					
5857470 - Water Lines	0	0	50,000	(50,000)	0%
<b>Total 5857400 - Capitalized Assets</b>	<b>0</b>	<b>0</b>	<b>50,000</b>	<b>(50,000)</b>	<b>0%</b>
5859000 - Reserves					
5859030 - Sewer Impact Fees Reserve	0	0	47,530	(47,530)	0%
<b>Total 5859000 - Reserves</b>	<b>0</b>	<b>0</b>	<b>47,530</b>	<b>(47,530)</b>	<b>0%</b>
<b>Total Expense</b>	<b>2,360</b>	<b>2,360</b>	<b>109,330</b>	<b>(106,970)</b>	<b>2%</b>
<b>Change in Net Position</b>	<b>458</b>	<b>458</b>	<b>0</b>	<b>458</b>	<b>100%</b>

# Ovilla 4B Economic Development Corporation

## Actual vs Budget Review

October 2016 through September 2017

	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	October 2016	October 2016	Budget	Budget	
<b>Revenues</b>					98%
4000100 · Taxes					
4000120 · Sales tax	6,910	6,910	98,307	(91,397)	7%
<b>Total 4000100 · Taxes</b>	<b>6,910</b>	<b>6,910</b>	<b>98,307</b>	<b>(91,397)</b>	<b>7%</b>
4000800 · Other Revenue					
4000840 · Interest Income	157	157	1,340	(1,183)	12%
4000990 · Reduction in Fund Balance	0	0	115,000	(115,000)	0%
<b>Total 4000800 · Other Revenue</b>	<b>157</b>	<b>157</b>	<b>116,340</b>	<b>(116,183)</b>	<b>0%</b>
<b>Total Revenues</b>	<b>7,067</b>	<b>7,067</b>	<b>214,647</b>	<b>(207,580)</b>	<b>3%</b>
<b>Expenditures</b>					
8102200 · Special Services					
8102230 · Legal Fees	0	0	500	(500)	0%
8102240 · Audit	0	0	1,600	(1,600)	0%
<b>Total 8102200 · Special Services</b>	<b>0</b>	<b>0</b>	<b>2,100</b>	<b>(2,100)</b>	<b>0%</b>
8102300 · Consultant Services					
8102310 · Consultant Fees	0	0	10,000	(10,000)	0%
<b>Total 8102300 · Consultant Services</b>	<b>0</b>	<b>0</b>	<b>10,000</b>	<b>(10,000)</b>	<b>0%</b>
8103100 · General Supplies					
8103110 · Office Supplies	0	0	100	(100)	0%
<b>Total 8103100 · General Supplies</b>	<b>0</b>	<b>0</b>	<b>100</b>	<b>(100)</b>	<b>0%</b>
8104200 · Travel Expense					
8104210 · Travel Expense	0	0	1,000	(1,000)	0%
8104220 · Professional Development	0	0	2,300	(2,300)	0%
<b>Total 8104200 · Travel Expense</b>	<b>0</b>	<b>0</b>	<b>3,300</b>	<b>(3,300)</b>	<b>0%</b>

# Ovilla 4B Economic Development Corporation

## Actual vs Budget Review

October 2016 through September 2017

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2016	October 2016	Budget	Thru October
8105300 - Printing				
8105320 - Printing Expense	0	0	300	(300)
Total 8105300 - Printing	0	0	300	(300)
8105600 - Insurance				
8105620 - Insurance - Liability	37	37	147	(110)
Total 8105600 - Insurance	37	37	147	(110)
8105700 - Other Expenses				
8105705 - Postage	0	0	100	(100)
8105730 - Memberships		0	3,350	(3,350)
8105740 - Advertising	0	0	5,300	(5,300)
Total 8105700 - Other Expenses	0	0	8,750	(8,750)
816400 - Minor Capital Outlay				
8106420 - Buildings	0	0	75,000	(75,000)
8107490 - Other Signs			30,000	(30,000)
Total 8106400 - Minor Capital Outlay	0	0	105,000	(105,000)
8109000 - Reserves				
8109015 - Administrative Reserves	0	0	82,450	(82,450)
8109215 - Admin. Expense to General Fund	0	0	2,500	(2,500)
Total 8109000 - Reserves	0	0	84,950	(84,950)
Total Expenditures	37	37	214,647	(214,610)
Net Change in Fund Balance	7,031	7,031	0	7,031
				100%

**Ovilla Municipal Development District**  
**Actual vs Budget Review**  
October 2016 through September 2017

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2016	October 2016	Budget	Thru October
			Budget	8%
<b>Revenues</b>				
4000100 · Taxes				
4000120 · Sales tax	3,922	3,922	41,515	(37,593) 9%
Total 4000100 · Taxes	3,922	3,922	41,515	(37,593) 9%
4000800 · Other Revenue				
4000840 · Interest Income	50	50	476	(426) 10%
Total 4000800 · Other Revenue	50	50	476	(426) 10%
<b>Total Revenues</b>	3,972	3,972	41,991	(38,019) 9%
<b>Expenditures</b>				
9102200 · Special Services				
9102240 · Audit	0	0	1,600	(1,600) 0%
Total 9102200 · Special Services	0	0	1,600	(1,600) 0%
9103100 · General Supplies				
9103110 · Office Supplies	0	0	100	(100) 0%
Total 9103100 · General Supplies	0	0	100	(100) 0%
9105600 · Insurance				
9105620 · Insurance - Liability	37	37	147	(110) 25%
Total 9105600 · Insurance	37	37	147	(110) 25%
9109000 · Reserves				
9109015 · Administrative Reserves	0	0	39,644	(39,644) 0%
9109215 · Admin. Expense to General Fund	0	0	500	(500) 0%
Total 9109000 · Reserves	0	0	40,144	(40,144) 0%
<b>Total Expenditures</b>	37	37	41,991	(41,954) 0%
<b>Net Change in Fund Balance</b>	3,935	3,935	0	3,935 100%

**Ovilla Employee Benefit Trust**  
**Actual vs Budget Review**  
October 2016 through September 2017

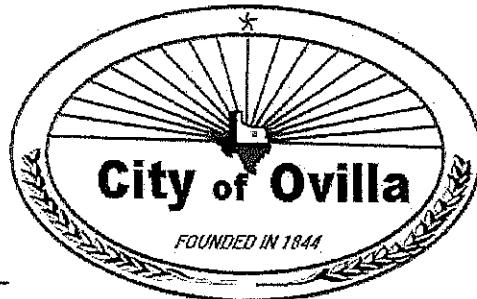
	Current	Year to Date	\$ Over (Under) Budget	% of Budget Thru October
	October 2016	October 2016		
<b>Revenues</b>				
4000991 · Insurance Contributions				
4000991 Insurance Contributions	17,939	17,939	0	17,939 100%
Total 4000991 · Insurance Contributions	17,939	17,939	0	17,939 100%
4000800 - Other Income				
4000840 - Interest Income	2	2	0	2 100%
<b>Total Revenues</b>	<b>17,941</b>	<b>17,941</b>	<b>0</b>	<b>17,941 100%</b>
<b>Expenditures</b>				
5902110 · Benefit Premiums				
5902110 · Benefit Premiums	17,939	17,939	0	17,939 100%
Total 5902110 · Insurance	17,939	17,939	0	17,939 100%
<b>Total Expenditures</b>	<b>17,939</b>	<b>17,939</b>	<b>0</b>	<b>17,939 100%</b>
<b>Net Change in Fund Balance</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>2 100%</b>

**Ovilla Fire Department Auxiliary**  
**Actual vs Budget Review**  
**October 2016 through September 2017**

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2016	October 2016	Budget	Thru October
			Budget	8%
<b>Revenues</b>				
4000800 · Other Revenue				
4000815 · Gifts	0	0	0	0%
<b>Total 4000800 · Other Revenue</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>Total Revenues</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>Expenditures</b>				
5333400 · Maintenance Supplies and Parts				
5333460 · Supplies - Miscellaneous	0	0	0	0%
<b>Total 5333400 · Maintenance Supplies and Parts</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>Net Change in Fund Balance</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>

**Ovilla Police Department Special Fund**  
**Actual vs Budget Review**  
October 2016 through September 2017

	Current	Year to Date	\$ Over (Under)	\$ Over Budget	% of Budget Thru October
	October 2016	October 2016			
<b>Revenues</b>					
4000800 · Other Revenue					
4000815 · Gifts	30	30	0	30	100.0%
<b>Total 4000800 · Other Revenue</b>	<b>30</b>	<b>30</b>	<b>0</b>	<b>30</b>	<b>100.0%</b>
<b>Total Revenues</b>	<b>30</b>	<b>30</b>	<b>0</b>	<b>30</b>	<b>100.0%</b>
<b>Expenditures</b>					
5232600 · Special Expenses					
5232690 · Special Expenses - Other	0	0	0	0	0.0%
<b>Total 5232600 · Special Expenses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
<b>Net Income</b>	<b>30</b>	<b>30</b>	<b>0</b>	<b>30</b>	<b>100%</b>



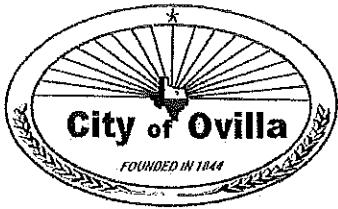
DATE: December 12, 2016

TO: Honorable Mayor and Council Members

FROM:  
Linda Harding, Accountant

SUBJECT: Bank Balances as of December 5, 2016

Name	Account #	Previous Balance	NEW BALANCE	As Of
<u>Debt Fund</u>	*0291	83,244.13	92,944.24	12/5/2016
<u>General Fund Reserve</u>	608	55,958.55	55,958.55	12/5/2016
<u>GF Reserve CD</u>	*0694	246,723.74	246,723.74	12/5/2016
<u>Water Impact</u>	*2322	81,054.71	81,071.32	12/5/2016
<u>4B EDC</u>	*3691	530,008.22	530,160.27	12/5/2016
<u>Fire Dept. Auxil.</u>	*3909	1,050.00	1,050.00	12/5/2016
<u>Water Money Market</u>	*4323	188,828.20	188,859.16	12/5/2016
<u>MDD Fund</u>	*7451	173,313.94	173,363.13	12/5/2016
<u>Water Credit Card</u>	*7531	139.06	139.10	12/5/2016
<u>GF Reserves Money Mkt.</u>	*7583	127,894.86	127,915.83	12/5/2016
<u>GF Money Market</u>	*7605	230,002.05	230,039.76	12/5/2016
<u>Park Fund Money Mkt.</u>	*7613	70,780.21	70,794.72	12/5/2016
<u>Capital Projects Money Mkt.</u>	*7648	130,336.28	130,357.65	12/5/2016
<u>W&amp;S Impact-Sewer</u>	*8699	42,225.10	42,225.10	12/5/2016
<u>employee benefit trust</u>	*8777	132.42	705.52	12/5/2016
<u>GF Operating</u>	*9437	921,254.10	894,307.10	12/5/2016
<u>W&amp;S Fund Operating</u>	*9445	593,429.04	600,785.08	12/5/2016
<u>Police Special Fund</u>	*9792	290.76	290.76	12/5/2016
<b>SUB TOTAL</b>		<b>3,476,665.37</b>	<b>3,467,691.03</b>	
TexPool - CAPITAL PROJECT	1878	308.16	308.16	12/5/2016
TexStar - GENERAL FUND	1110	3,738.44	3,739.73	12/5/2016
TexStar - GENERAL FUND	1120	931.97	932.28	12/5/2016
TexStar - W&S IMPACT	3540	3,163.26	3,163.26	12/5/2016
TexStar - CAPITAL PROJECT	5340	1,399.88	1,400.45	12/5/2016
TexStar - W&S FUND	5350	1,148.32	1,148.68	12/5/2016
Bryson Manor - GENERAL FUND	8662	197,311.52	197,368.13	12/5/2016
<b>TOTAL BANK BALANCES</b>		<b>3,684,666.92</b>	<b>3,675,751.72</b>	



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**DATE:** December 12, 2016

**TO:** Honorable Mayor and Council Members  
Dennis Burn, City Manager

**FROM:** Linda Harding, City Accountant

**SUBJECT:** Accounting Department Report

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**October Financial Report Notes:**

The October report is the first month of the new fiscal year. The report will include the payment for the new Fire Department vehicle and the computers for the Police Department.

**Audit update:**

**The auditing services are provided by Yeldell, Wilson and Co., P.C. are contracted for year-end 2015 and year-end 2016, with three (3) one-year optional extensions for the fiscal years ending through September 2019.**

**A team from Yeldell, Wilson & Co., P.C. started the audit procedures. The team completed their visual inspection of documents in 5 days. The first review was being completed as the sections of the audit were being completed by the on-site team. The auditors plan is to complete additional reviews this month.**

**Department duties:**

Council reports, A/P, P/R, A/R, EOM reports, various accounting obligations, and completed instructions given by City Manager. Examining the various funds, ordinances, resolutions, accounting files, filed required reports for state and federal.

**City of Ovilla General Fund**  
**Transaction Detail By Account**  
**HERITAGE DAY AS OF OCTOBER 4, 2016**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
<b>4000810 · Heritage Day</b>							
<b>BOOTH REVENUE</b>							
Deposit	07/29/2016			BOOTH - KEN ROBINSON		50.00	50.00
Deposit	08/05/2016	6365990	Costco	HERITAGE DAY - BOOTH		50.00	100.00
Deposit	08/05/2016			HERITAGE DAY - CC		60.00	160.00
Deposit	08/10/2016			HERITAGE DAY credit card		120.00	280.00
Deposit	08/12/2016	1963	K Tucker Construction	HERITAGE DAY		50.00	330.00
Deposit	08/12/2016	6124	Complete Auto Repair	HERITAGE DAY		240.00	570.00
Deposit	08/12/2016	7053	Rachel Huber	HERITAGE DAY		60.00	630.00
Deposit	08/12/2016	1065	Donna Hunt	HERITAGE DAY		60.00	690.00
Deposit	08/26/2016	1110	PARK LANE JEWELRY	HERITAGE DAY		50.00	740.00
Deposit	08/26/2016		OFF THE FENCE	HERITAGE DAY		60.00	800.00
Deposit	09/01/2016		Kretlow, Richard S.	HERITAGE DAY		60.00	860.00
Deposit	09/01/2016	79927933	Chick-fil-a	HERITAGE DAY		60.00	920.00
Deposit	09/01/2016	3551	GRACE CHURCH	HERITAGE DAY		120.00	1,040.00
Deposit	09/08/2016			HERITAGE DAY CC- LASHARON JOHNSON		60.00	1,100.00
Deposit	09/09/2016	6014	GEN 2 GEN	HERITAGE DAY		50.00	1,150.00
Deposit	09/09/2016		DUCT TAPE LADY	HERITAGE DAY		60.00	1,210.00
Deposit	09/09/2016			MARK CASTILLO - CREDIT CARD		110.00	1,320.00
Deposit	09/13/2016			HERITAGE DAY-RITA FLORES - C CARD		50.00	1,370.00
Deposit	09/14/2016			HERITAGE DAY NOWETA BENNETT CCARD		50.00	1,420.00
Deposit	09/16/2016			HERITAGE DAY BOOTHS		660.00	2,080.00
Deposit	09/16/2016			HERITAGE DAY-C CARD		50.00	2,130.00
Deposit	09/19/2016			ASHLEY HERRON C CARD		60.00	2,190.00
Deposit	09/19/2016			LORRIE STANGL - C CARD		50.00	2,240.00
Deposit	09/21/2016			HERITAGE DAY JAMES PENA		60.00	2,300.00
Deposit	09/23/2016			PATRICIA		100.00	2,400.00
Deposit	09/23/2016	09/30/2016 73840428	LIBERTY MUTUAL	HERITAGE DAY BOOTHS		470.00	2,870.00
Deposit	10/07/2016			HERITAGE DAY BOOTH		60.00	2,930.00
				HERITAGE DAY BOOTH		50.00	2,980.00
<b>MERCHANDISE</b>							
				sale of t-shirts		495.00	3,475.00
				SALE OF T SHIRTS AT NATIONAL NIGHT OUT		151.00	3,626.00
				OFFICE SALE OF T SHIRT		5.00	3,631.00
						651.00	
<b>SPONSORS</b>							
Deposit	07/25/2016	63576	Victron Energy Inc.	HERITAGE DAY DONATION		1,000.00	4,631.00
Deposit	08/02/2016	3051	The Clint Walling Insurance Agency	HERITAGE DAY		350.00	4,981.00
Deposit	08/02/2016	11577	John Houston Custom Homes	HERITAGE DAY		450.00	5,431.00
Deposit	08/04/2016	67386	Waxahachie Ford	HERITAGE DAY DONATION		2,000.00	7,431.00

**City of Ovilla General Fund**  
**Transaction Detail By Account**  
**HERITAGE DAY AS OF OCTOBER 4, 2016**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Deposit	08/05/2016	2176	Rock Tech	HERITAGE DAY		350.00	7,781.00
Deposit	08/05/2016	11050	Animal Hospital of Ovilla	HERITAGE DAY		450.00	8,231.00
Deposit	08/11/2016	496936	Methodist Charlton Medical Center	HERITAGE DAY		2,000.00	10,231.00
Deposit	08/16/2016	184057	Red Oak ISD	HERITAGE DAY		1,000.00	11,231.00
Deposit	08/26/2016	7503121479	Baylor Scott & White	HERITAGE DAY		2,000.00	13,231.00
Deposit	08/26/2016	14850	Shiloh Cumberland Presbyterian Church	HERITAGE DAY		350.00	13,581.00
Deposit	08/26/2016	1494	Freedom Heating	HERITAGE DAY		1,000.00	14,581.00
Deposit	08/30/2016	14327	Ovilla United Methodist Church.	HERITAGE DAY		350.00	14,931.00
Deposit	09/01/2016	3602	Access Self Storage Red Oak, LP	HERITAGE DAY		1,000.00	15,931.00
Deposit	09/06/2016	6516	Mastercraft Body Works, Inc.	HERITAGE DAY		350.00	16,281.00
Deposit	09/08/2016	9240	Exhibit Trader	HERITAGE DAY		350.00	16,631.00
Deposit	09/08/2016			HERITAGE DAY CC-PAUL HANEY		1,000.00	17,631.00
Deposit	09/08/2016	15094	CREEKSIDER MIRROR & GLASS	HERITAGE DAY		650.00	18,281.00
Deposit	09/12/2016	12148	Atkinson Toyota	HERITAGE DAY		350.00	18,631.00
Deposit	09/19/2016	7098	Carlisle Chevy	HERITAGE DAY		1,000.00	19,631.00
Deposit	09/21/2016	3173	State Farm Insurance	heritage day - Andrea Farm		300.00	19,931.00
Deposit	09/23/2016	629297	Frost Bank	HERITAGE DAY		1,000.00	20,931.00
Deposit	09/23/2016	20969	Freeman-Millican	HERITAGE DAY		350.00	21,281.00
Deposit	10/06/2016	339369	Linebarger Goggan Blair & Sampson	Heritage Day		1,000.00	22,281.00
	10/07/2016		VERITAL CHURCH	HERITAGE DAY		2,000.00	24,281.00
	10/17/2016	2255188	PROGRESSIVE WASTE	HERITAGE DAY		1,000.00	25,281.00
	10/26/2016	1493346	ATMOS	HERITAGE DAY		450.00	25,731.00
	11/29/2016	2200262454	Oncor	HERITAGE DAY		350.00	26,081.00
						22,450.00	
				<b>TOTAL DEPOSITS</b>			<b>26,081.00</b>

## 5602680 · Heritage Day EXPENSES

### ADVERTISING

Bill	08/16/2016	93372	Now Magazines	HERITAGE DAY SEPTEMBER NO ELLIS COUNTY	510.00	25,571.00
Bill	08/19/2016	93759	Now Magazines	HERITAGE DAY SEPTEMBER MIDLOTHIAN	250.00	25,321.00
Bill	08/19/2016	93760	Now Magazines	HERITAGE DAY SEPTEMBER WAXAHACHIE	265.00	25,056.00
Bill	08/19/2016	93761	Now Magazines	HERITAGE DAY SEPTEMBER SOUTHWEST	375.00	24,681.00
	09/15/2016	94499	Now Magazines	HERITAGE DAY CREATIVE SERVICES	90.00	24,591.00
Bill	09/21/2016	47906	Vision Printing Inc	Heritage Day Post Cards - postage	1,549.50	23,041.50
Bill	09/21/2016	47908	Vision Printing Inc	Heritage Day Post Cards	2,200.00	20,841.50
	09/23/2016	Office Depot	Office Depot	Signs	14.56	20,826.94
	08/09/2016	US POSTMASTER	Citibank	POSTAGE TO SHIP BANNER FOR NUMBER REPL	9.90	20,831.60
Bill	08/15/2016	DIXIE FLAG	Citibank	BANNER DATE CHANGE	136.00	20,695.60
					<b>5,399.96</b>	
Bill	08/03/2016	BIG D RENTALS	American Express	MISTER	264.75	20,430.85

**City of Ovilla General Fund**  
**Transaction Detail By Account**  
**HERITAGE DAY AS OF OCTOBER 4, 2016**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill	08/03/2016	misting tent 1/2 fee	Big D Party Rentals	MISTING TENT	264.75		20,166.10
Bill	08/04/2016	3501	COMPLETE LOGO SOURCE	HERITAGE DAY SHIRTS	648.75		19,517.35
Bill	08/20/2016	500596664	ASCAP	License Fee - HERITAGE DAY	50.00		19,467.35
Bill	08/25/2016	QUOTE	UNITED SITE SERVICES OF Texas, Inc.	HBI-05767- Portable Restrooms for HERITAGE DAY	248.38		19,218.97
Bill	09/07/2016	HOME DEPOT	Citibank	HERITAGE DAY SUPPLIES	205.88		19,013.09
Bill	09/15/2016	HOME DEPOT	Citibank	ANNUALS	225.00		18,788.09
Bill	09/15/2016	106438	KEITH HARDWARE	PAINT	139.77		18,648.32
Bill	09/15/2016	106439	KEITH HARDWARE	PIPE	5.19		18,643.13
Bill	09/19/2016	HOME DEPOT	Citibank	HERITAGE DAY	293.37		18,349.76
Bill	09/19/2016	HOME DEPOT	Citibank	HERITAGE DAY	44.34		18,305.42
Bill	09/19/2016	HOME DEPOT	Citibank	HERITAGE DAY	(31.94)		18,337.36
BILL	09/19/2016	LIVING EARTH	LIVING EARTH	MULCH	82.20		18,255.16
Bill	09/22/2016	CONTRACT	Alexander Tent Rentals, Inc	tent, table & Chair rental	1,833.50		16,421.66
Bill	09/22/2016	Walmart	Citibank	Candy	369.67		16,051.99
Bill	09/23/2016	SAMS	DAVID GRIFFIN	Candy	225.34		16,277.33
BILL	10/05/2016	42 BALES @2.00	SCOTT STANFILL	HAY	84.00		16,193.33
BILL	09/23/2016	106602	KEITH HARDWARE	BUCKETS FOR CANDY	21.55		16,171.78
BILL	09/14/2016	106412	KEITH HARDWARE		10.70		16,161.08
	09/22/2016	Walmart	Citibank	PUMPKINS, DÉCOR	109.14		16,051.94
	09/23/2016	petty cash	Petty Cash	drinks	32.99		16,018.95
	10/05/2016	10744	All Sports	Key to City	55.00		16,073.95
	10/18/2016	25826	SIGNAGE SYSTEMS	SIGNS	265.60		15,808.35
					<b>5,447.93</b>		
<b>MERCHANDISE</b>							
Bill	08/30/2016	3541	COMPLETE LOGO SOURCE	HERITAGE DAY T SHIRTS	97.00		15,711.35
					<b>0.00</b>		
<b>ENTERTAINMENT</b>							
Bill	07/25/2016	HERITAGE DAY	A One of a kind Pony party	HERITAGE DAY 2016	200.00		15,511.35
Bill	09/08/2016	HERITAGE DAY	Jeanette Sanders	DUSTI THE CLOWN	100.00		15,411.35
Bill	09/24/2016	HERITAGE DAY	She Dances Band	HERITAGE DAY	400.00		15,011.35
Bill	09/16/2016	HERITAGE DAY	WAXAHACHIE MUSIC REVIEW	HERITAGE DAY	1,650.00		13,361.35
					<b>2,350.00</b>		
				<b>TOTAL EXPENSE / REVENUE / DIFFERENCE</b>	<b>13,294.89</b>	<b>26,081.00</b>	<b>12,786.11</b>



**To:** Honorable Mayor and Council Members  
**From:** Dennis Burn, City Manager  
**Subject:** Information Report - November 28, 2016 through December 2, 2016

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This report is to provide you an overview of City Manager information items for the week ending December 2, 2016. Each of these reports are included in the City Council regular agenda packets under the heading "Administration Activity Report".

#### **City Council "To Do" List for City Manager**

This list does not include current/future agenda items (future agenda items requested by City Council members at a regular meeting) that are already in the works. To make this list, I am requesting that each council member follow up their verbal request and/or text request with an e-mail or some other form of written communication.

1. Edge striping of a portion of Silverwood and Shadowwood Trail, Lariat Trail and Water Street. Staff is receiving quotes for this work. Staff is discussing with Dallas County their striping of Lariat Trail utilizing our interlocal agreement.
2. Vegetation removal in the southeast corner of Bryson Lane and Shiloh Road. City staff should remove the vegetation next week.
3. Cockrell Hill Road Dallas County portion pavement crack sealing. Dallas County should perform the crack sealing within the next two weeks.

#### **Christmas in the Park**

The Christmas in the Park event scheduled for Saturday, December 3 at 6:00 PM has been cancelled due to anticipated inclement weather. A CTY call will go out today at 5:30 PM. City Council, staff, Park Board and the Service League have all been notified. The signs have been removed and a notification has been placed on the marquee.

#### **Park Board and Planning and Zoning Commission**

The Park Board will not have a meeting at 5:00 PM on Monday, December 5. The Planning and Zoning Commission will meet at 6:00 PM.

#### **Restrooms in Heritage Park**

Attached to this report is the contract I signed between Ovilla and CXT Concrete Buildings for a new restroom facility in Heritage Park. The budget for this expenditure is \$75,000.00. The attached photograph is representative of what the building will look like except ours will be somewhat larger as the photograph shows a single toilet men's and women's but ours will be double toilets men's and women's. I anticipate that the building will be delivered and installed



the end of February. It will be placed in the southeast corner of the park near the lift station. Water, sewer and electricity is available and close by to this location. Some trees may have to be trimmed/removed to create sufficient space for the building itself and its offloading.

#### Permitting/Inspection

I have contacted a firm that provides comparable services that we receive from Bureau Veritas (BV). They are located in Austin. They can provide residential/commercial plan review but they cannot provide local inspections. I am scheduling a meeting with BV to discuss items they miss in our plan reviews.

#### Property Across from Ashburne Glen Subdivision

I am still assisting the developer in their review of our various ordinances and what is required of them to develop the property.

#### Golden Chick

The concrete building slab was poured on Wednesday. They were required to provide a form board survey which shows the building relative to the property lines. I compared the survey to their site plan and building plans and it does fit as shown. In other words, the building fits on the site as it should.

#### Bryson Manor Phase 2

I have been working with the developer and their engineer to finalize the construction plans and final plat. The final plat should be on the January Planning and Zoning Commission meeting and City Council meeting for consideration.

#### Meadow Glen Lane

Concrete repair work on the curb and gutter, pavement and drop inlet should begin next week.



**To:** Honorable Mayor and Council Members  
**From:** Dennis Burn, City Manager  
**Subject:** Information Report - November 21, 2016 through November 25, 2016

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This report is to provide you an overview of City Manager information items for the week ending November 25, 2016. Each of these reports are included in the City Council regular agenda packets under the heading "Administration Activity Report".

#### City Council "To Do" List for City Manager

This list does not include current/future agenda items (future agenda items requested by City Council members at a regular meeting) that are already in the works. To make this list, I am requesting that each council member follow up their verbal request and/or text request with an e-mail or some other form of written communication.

1. Edge striping of a portion of Silverwood and Shadowwood Trail. (In the planning stage).
2. Vegetation removal in the southeast corner of Bryson Lane and Shiloh Road. (In the planning stage).
3. Cockrell Hill Road Dallas County portion pavement crack sealing. (In the planning stage).

#### Thanksgiving Holiday

City offices will be closed on Thursday, November 24 and Friday, November 25 in observance of Thanksgiving. As I did last year, employees will be dismissed early on Wednesday, November 23 at 2:00 PM.

#### Christmas in the Park

Christmas in the Park will be held on Saturday, December 3 starting at 6:00 PM. We will have Santa, lighting of the Christmas tree, refreshments (provided by the Service League), popcorn and showing of the movie, The Polar Express. We are still working on the musical portion of the event.

#### Lariat Trail/Water Street

Ellis County has been working on Lariat Trail and have completed pavement reclaiming and cement stabilization. Heritage Asphalt is paving Wednesday, November 23 and Monday, November 28 (if needed).

Density tests were taken on the pavement reclaiming and cement stabilization work performed by Ellis County. All tests passed. A total of 10 density tests were performed. Heritage Asphalt will also perform testing on their pavement work. Total HMAC to be installed is approximately 1,400 tons.



### Town Planner

Our Town Planner has taken a full-time job as a City Administrator in the Dallas/Fort Worth area. She will be unable to continue with her work in reviewing our ordinances. I will begin the process of seeking another individual to assist the City.

### Permitting/Inspection

I am in the process of interviewing a firm that could perform plan review and inspections for the City. If their prices and scope of services are satisfactory, I will bring their contract before the council for consideration. We would use them in lieu of or in conjunction with our current contracted firm (Bureau Veritas).

### Property Across from Ashburne Glen Subdivision

I am still assisting the developer in their review of our various ordinances and what is required of them to develop the property.



**To:** Honorable Mayor and Council Members  
**From:** Dennis Burn, City Manager  
**Subject:** Information Report - November 14, 2016 through November 18, 2016

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This report is to provide you an overview of City Manager information items for the week ending November 18, 2016. Each of these reports are included in the City Council regular agenda packets under the heading "Administration Activity Report".

#### City Council "To Do" List for City Manager

This list does not include current/future agenda items (future agenda items requested by City Council members at a regular meeting) that are already in the works. To make this list, I am requesting that each council member follow up their verbal request and/or text request with an e-mail or some other form of written communication.

1. Edge striping of a portion of Silverwood and Shadowwood Trail. (In the planning stage).
2. Vegetation removal in the southeast corner of Bryson Lane and Shiloh Road. (In the planning stage).
3. Cockrell Hill Road Dallas County portion pavement crack sealing. (In the planning stage).
4. Review HOA related language on building permit application forms. (Complete-Based on advice of our attorney the language will not change).
5. Get a letter from ESD No. 4 guaranteeing full payment that is stated in our contract.
6. Review the Bureau Veritas contract to see if there is a clause to reduce payment to them when/if they miss a review item that violates City Ordinances. (Complete-There is no such clause to reduce payment).

#### Thanksgiving Holiday

City offices will be closed on Thursday, November 24 and Friday, November 25 in observance of Thanksgiving. As I did last year, employees will be dismissed early on Wednesday, November 23 at 2:00 PM.

#### Paver Ceremony

The Shiloh Presbyterian Church is having a veteran's ceremony for the dedication of pavers on Saturday, November 19 at 10:00 AM at Heritage Park.

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

The EDC will not have a meeting on Monday, November 21. The BOA will have a meeting on Monday, November 21 at 7:00 PM.



### Lariat Trail/Water Street

Heritage Asphalt Company paved Water Street on Friday, November 11 and completed their work on South Cockrell Hill Road on Monday, November 14. Ellis County is working on Lariat Trail and should be complete with their pavement reclaiming and cement stabilization by November 21. Heritage Asphalt will then go in and pave.

### Progressive Waste Solutions

The agreement between Ovilla and Progressive Waste Solutions provides consideration for annual adjustments to the rates for services to reflect the change in the Consumer Price Index for the DFW area. Data from the Bureau of Labor and Statistics shows an annual increase of 2.03%. Progressive is requesting (letter dated November 14) a rate adjustment to increase the monthly residential rate from \$13.00 to \$13.26. This has a minimal effect on our budget as estimated revenue will still exceed estimated expenditures. The deadline for a rate increase request is December 1 each year. This will be placed on the December agenda for consideration.

I have confirmed that yes, Progressive Waste does go through new neighborhoods under construction, though the houses are under construction and no one lives in the new homes, and does check for and pick up any garbage left at the curb.

### Property Across from Ashburne Glen Subdivision

I met with a developer interested in subdividing the 55-acre tract across from the Ashburne Glen Subdivision. The property is zoned R22 (minimum lot size of 22,000 square feet). They want to develop the property for approximately 77 lots. I am assisting them in their review of our various ordinances and what is required of them to develop the property.

### Intersection of Judy Drive and Bryson Lane

The vegetation in the northeast quadrant has been thinned out by staff. Removal of the remainder will be completed by the developer next week.

### Front Facing Garage in Bryson Manor

The house at 7001 Orange Court has a single bay front facing garage. I met with Lillian Homes and I told the representative that by ordinance, front facing garages are not permitted. However, since his plans were approved, a permit was issued, fees were paid and construction was to the point of no return, I told him to proceed with construction of the house including the single bay front facing garage (there is also a two-bay garage that is not front facing). We also discussed the option of them constructing a screening wall to eliminate the view from the street into the garage but this was determined to not be feasible. Our City attorney advised me that this was a battle we would probably lose and would not be worth the expense.



### Restrooms in Heritage Park

Though the City Council approved the contract with the City Engineer (with some revisions) for them to prepare specifications for the construction of restrooms in Heritage Park, I am pursuing another avenue that should be less expensive and more expeditious. Staff is reviewing purchasing a precast restroom through an approved State purchasing clearing house. There will be no need to receive bids as the bidding process will already have been done for us.



**To:** Honorable Mayor and Council Members  
**From:** Dennis Burn, City Manager  
**Subject:** Information Report - November 7, 2016 through November 11, 2016

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This report is to provide you an overview of City Manager information items for the week ending November 11, 2016. Each of these reports are included in the City Council regular agenda packets under the heading "Administration Activity Report".

#### **City Council "To Do" List for City Manager**

This list does not include current/future agenda items (future agenda items requested by City Council members at a regular meeting) that are already in the works. To make this list, I am requesting that each council member follow up their verbal request and/or text request with an e-mail.

1. Edge striping of Brookwood Drive.
2. Vegetation removal in the southeast corner of Bryson Lane and Shiloh Road.
3. Cockrell Hill Road Dallas County portion pavement crack sealing.
4. Review HOA related language on building permit application forms. (Complete-Based on advice of our attorney the language will not change).
5. Get a letter from ESD No. 4 guaranteeing full payment that is stated in our contract.
6. Review the Bureau Veritas contract to see if there is a clause to reduce payment to them when/if they miss a review item that violates City Ordinances. (Complete-There is no such clause to reduce payment).

#### **City Council**

There will be meeting of the City Council on Monday, November 14 starting at 6:00 PM with the Briefing Session followed by the Regular Session at 6:30 PM.

#### **Veteran's Day Holiday**

The City offices will be closed on Friday, November 11 in observance of Veteran's Day.

#### **Lariat Trail/Water Street**

Both projects have been delayed because of the rain this week and last week. Heritage Asphalt Company is planning on paving Water Street and South Cockrell Hill Road on Friday, November 11. They should be able to pave, roll it out and open to traffic the same day. Ellis County is back to work on Lariat Trail and should be complete with their pavement reclaiming and cement stabilization by November 21. Heritage Asphalt will then go in and pave.



### Waste Connections, Inc. (Formerly Progressive Waste Solutions)

This is their holiday pick up schedule.

Thanksgiving: Thursday trash will be serviced on the 23<sup>rd</sup>.  
Trash and brush will be normal on Friday.

Christmas: Will be serviced on normal service days.

### Thanksgiving Lunch

On Friday, November 18 at noon, we will have our annual staff lunch. Please plan on attending.

### Property Across from Ashburne Glen

I have a meeting next week with an individual (or group of individuals) that is interested in developing the property for a new residential subdivision. I will let you know what transpires at the meeting in next week's report.

## Ovilla Municipal Court Report

FY-2016-2017	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
	138	1	0	1	9	0		\$17,915.90	\$10,054.10	\$7,861.80	21
October							\$11,603.02	\$6,494.25	\$5,108.77	0	0
November	135	2	0	1	3	0					
December											
January											
February											
March											
April											
May											
June											
July											
August											
September											
<b>Totals</b>	<b>273</b>	<b>3</b>	<b>0</b>	<b>2</b>	<b>12</b>	<b>0</b>	<b>\$29,518.92</b>	<b>\$16,548.35</b>	<b>\$12,970.57</b>	<b>21</b>	<b>21</b>

### 2015-2016 FY

November	30	0	6	1	1	0	\$6,343.00	\$4,506.02	\$1,836.98	6
<b>FY Totals</b>	<b>42</b>	<b>0</b>	<b>6</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>\$12,846.40</b>	<b>\$9,335.81</b>	<b>\$3,510.59</b>	<b>24</b>

FY-2016-2017	Total # of Warrants	Total Amount of Warrants	Warrants Cleared	Warrants Amount
October	470	\$168,187.57	9	\$1,620.70
November	456	\$162,532.67	14	\$3,453.52
December				
January				
February				
March				
April				
May				
June				
July				
August				
September				
<b>Totals</b>			<b>23</b>	<b>\$5,074.22</b>

Code Enforcement Report  
 105 S Cockrell Hill Rd  
 Ovilla, TX 75154  
 (972) 617-7262

To: Mayor Richard Dormier  
 Ovilla City Council  
 Dennis Burn

Subject: **Code Enforcement Monthly Report**

Calls For Service	Nov. 2016	Nov.2016 YTD	Nov .2015	
Complaint (Nuis 23,Permit 11,Parking 12	46	87	35	
Follow Up (Nuis 23 <b>Permit-11, Parking-13</b> )	47	92	25	
Door Notice (Nui -18, <b>Permit-8, Parking-10</b> )	36	67	23	
Mail Notice ( <b>Parking 8 grass 4 nuisance 7</b> )	19	47	17	
Posted Property ( <b>Grass 1 nisan 1</b> )	2	11	1	
Court (9 postponed)	\$0	\$169	\$0.00	
Citizen Contacts	63	115	58	
Permits Reviewed	14	26	16	
Permits Issued	11	20	9	
Inspections	18	33	14	
Nuisance Abated by City (1 <b>grass</b> )	1	4	0	
Nuisance Signs ( <b>Garage sale-10 business 27</b> )	37	72	18	
Board of Adjustment 2 approved	2	4	2	

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	Nov. 2016	Nov2016 YTD	Nov.. 2015
Complaint (Regist-25 At Large119 Bark 10)	46	76	26
Follow up 52	52	93	27
Door Notice (Regis-30, Bark 4 at large 2)	36	74	220
Impounded Animal (Dog 9 )	9	17	42
Animal welfare check	4	7	30
Impound Results (Return-4, Transport 3)	8	17	16
Impound fee collected	\$195.00	\$320.00	3
Court()	\$0.00	\$0.00	2
Citizen Contacts	52	83	26
Registration Tags issued \$144	12	19	30
Registration Letter issued	24	42	6
Nuisance Letter Mailed 2Barking	2	6	2
Animals released (,)	0	0	3
Deceased Removed	28	44	28
Oak Leaf 1 deceased animal	1	3	2
Traps Checked Out	2	5	8



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 2016-2017:**

**Total Homes = 4**

**Total Other = 24**

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

- November 2016 – New home construction: 2 Other: 9

## CONSENT ITEMS C1

Meeting Date: December 12, 2016

Department: Administration/Finance

Discussion Action

Budgeted Expense:  YES  NO  N/A

Submitted by: Staff

Amount: N/A

### Attachments:

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

### 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: December 12, 2016

TO: Honorable Mayor and Council Members

FROM:  
Linda Harding, Accountant

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

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

Date	Check#	General Fund Payee	Description	Amount
10/6/2016	ach	Quick Books Payroll Service	Payroll	\$ 45,875.15
10/7/2016	45646	US Treasury	Payroll Taxes	\$ 8,266.60
10/7/2016	45654	Progressive Waste Solutions	Solid Waste August	\$ 18,083.00
10/7/2016	45658	Sam Houston State University	Annual Lease for Crimes Software	\$ 15,000.00
10/7/2016	45659	Texas Department of Transportation	ROW and Utility Adjust. FM 664	\$ 23,927.70
10/7/2016	45667	Texas Municipal League IRP	TML Insurance (Quarterly)	\$ 14,604.10
10/7/2016	45675	T.M.R.S.	Retirement	\$ 13,774.58
10/14/2016	45702	Siddens-Martin Emergency Group, LLC	Fire Department Equipment Repair	\$ 9,597.68
10/20/2016	ach	Quick Books Payroll Service	Payroll	\$ 46,979.53
10/21/2016	45717	State Comptroller	State Criminal Cost and Fees (Quarterly)	\$ 24,502.52
10/21/2016	45722	US Treasury	Payroll Taxes	\$ 8,659.92
10/27/2016	45747	United Health Care	Health Insurance	\$ 12,522.50
<hr/>				
Total General Fund Transactions \$5,000 and Over				\$ 241,793.28

Date	Check#	Water & Sewer Fund Payee	Description	Amount
10/7/2016	16469	City of Ovilla General Fund	Payroll 10 7 2016	\$ 10,350.91
10/14/2016	16483	City of Dallas	Water	\$ 37,601.35
10/21/2016	16480	City of Ovilla General Fund	Payroll 10 21 16	\$ 9,736.41
10/21/2016	16483	Trinity River Authority	Sewer	\$ 22,567.00
10/21/2016	16485	City of Ovilla General Fund	Solid Waste August	\$ 16,600.90
<hr/>				
Total Water & Sewer Fund Transactions \$5,000 and Over				\$ 96,856.57

## AGENDA ITEM REPORT

### Item 1

Meeting Date: December 12, 2016

Department: Water & Wastewater

Discussion  Action

YES  NO  N/A

Submitted By: Dennis Burn, CM

Amount: N/A

Reviewed By:  City Manager  City Secretary  City Attorney

Accountant

Other: City Engineer/Public Works

#### Attachments:

1. Planning and Zoning Commission Certificate of Approval
2. Water Distribution System 2016-2026 Capital Improvement Plan
3. Wastewater Collection System 2016-2026 Capital Improvement Plan
4. Wastewater Collection System 10-year Capital Improvement Plan
5. Water Distribution System 10-year Capital Improvement Plan
6. Fee Study Schedule

#### Agenda Item / Topic:

**ITEM 1. DISCUSSION/ACTION** – Receive recommendation from the Planning and Zoning Commission Advisory Committee for the consideration of and action on setting a public hearing date of the City Council for the update of the City of Ovilla Land Use Assumptions and Water and Wastewater Impact Fee and Capital Improvement Plan.

#### Discussion / Justification:

November 2015, Council approved an Engineering Services Agreement by and between the City of Ovilla and Birkhoff, Hendricks and Carter, L.L.P., to complete an analysis of the June 2011 Water and Wastewater Impact Fee Study and prepare an update based on capital projects, population and updated land use. Water and wastewater fees were updated in 2014. The Comprehensive Land Use Plan was completed in August 2016.

At the June 13, 2016 Regular meeting, the City Council appointed Ovilla businessman and commercial property owner, Bill Crouch from the real estate/development community, as the ad hoc member to the Planning and Zoning Commission as required for the purpose of reviewing the impact fees, carrying out its duties for this purpose and making a recommendation to the City Council for consideration to revise the fees. Mr. Crouch told staff he was unable to attend the prescribed meetings. Ms. Kim Tucker was appointed by the City Council at their November 11, 2016 meeting to serve as the ad hoc member to the Planning and Zoning Commission.

Water and Wastewater (Sewer) Impact Fees are an assessment imposed by a political subdivision for new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. Any developer seeking a building permit for a new development (residential or commercial) that will

generate additional use of utility resources will be responsible for paying Impact Fees. As it pertains to Impact Fees, the “developer” shall mean any person, company, agency, or entity that is undertaking a project. This includes non-profit entities, churches, and individuals subdividing land for family members as well as those whose primary business is developing land or constructing homes or businesses for profit. School districts are exempt from water and wastewater impact fees.

Texas Local Government Code Chapter 395.054 provides for the process to review and amend the Impact Fees. The current fees were established/amended in 2014. The allowable maximum water impact fee is \$3,311 and the allowable maximum wastewater impact fee is \$1,441. Both fees are per new living unit.

In order to adopt an updated Water and Wastewater Impact Fee study, the City Council must schedule and hold a public hearing for Impact Fee Land Use Assumptions and Water and Sewer Capital Improvements Plan.

#### **Recommendation / Staff Comments:**

Staff recommends that city council set a Public Hearing date of February 13, 2017.

#### **Sample Motion(s):**

I make a motion to approve/deny the setting of a public hearing date of the City Council for the update of the City of Ovilla Land Use Assumptions and Water and Wastewater Impact Fee and Capital Improvement Plan as recommended by the Planning & Zoning Commission Advisory Committee.



## Planning & Zoning Commission CERTIFICATE OF APPROVAL

The Council Appointed Ovilla Advisory Committee shall review current impact fees in relation to maximum fee allowable and make comparisons to provide a report for City Council. The requirements of the Advisory Committee is to review the impact fees and carry out duties for this purpose and making a recommendation to the City Council for consideration to revise fees.

**ITEM I. DISCUSSION/ACTION** -- **Receive** second presentation report from Andrew Mata, with Birkhoff, Hendricks and Carter, LLP. to review Land Use Assumptions and the Water & Wastewater Impact Fees pursuant to Texas Local Government Code Chapter 395 and take action as necessary and forward recommendation to Council.

\*\*\*\*\*

**The Ovilla Advisory Committee forwards recommendation for the Ovilla City Council to approve the Land Use Assumptions Plan and the Capital Improvement Plan. Also, Committee is forwarding recommended consideration for revising the Water & Wastewater Impact Fees.**

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

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

PL5 Zabojnik AYE  
PL6 Hart AYE  
PL7 Zimmermann AYE

<u>7</u>	FOR
<u>0</u>	AGAINST
<u>0</u>	ABSTAIN

\*\*\*\*\*

*C. Lynch*  
Presiding Officer of P&Z

12-5-2014  
Date

*Amiller*  
Board Secretary

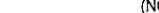
12-5-2014  
Date

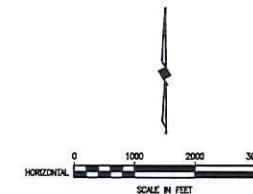


*"PRIDE IN OUR PAST... ENTHUSIASM FOR THE FUTURE"*

**CITY OF OVILLA, TEXAS**  
WATER DISTRIBUTION SYSTEM  
2016-2026 CAPITAL IMPROVEMENT PLAN

## LEGEND

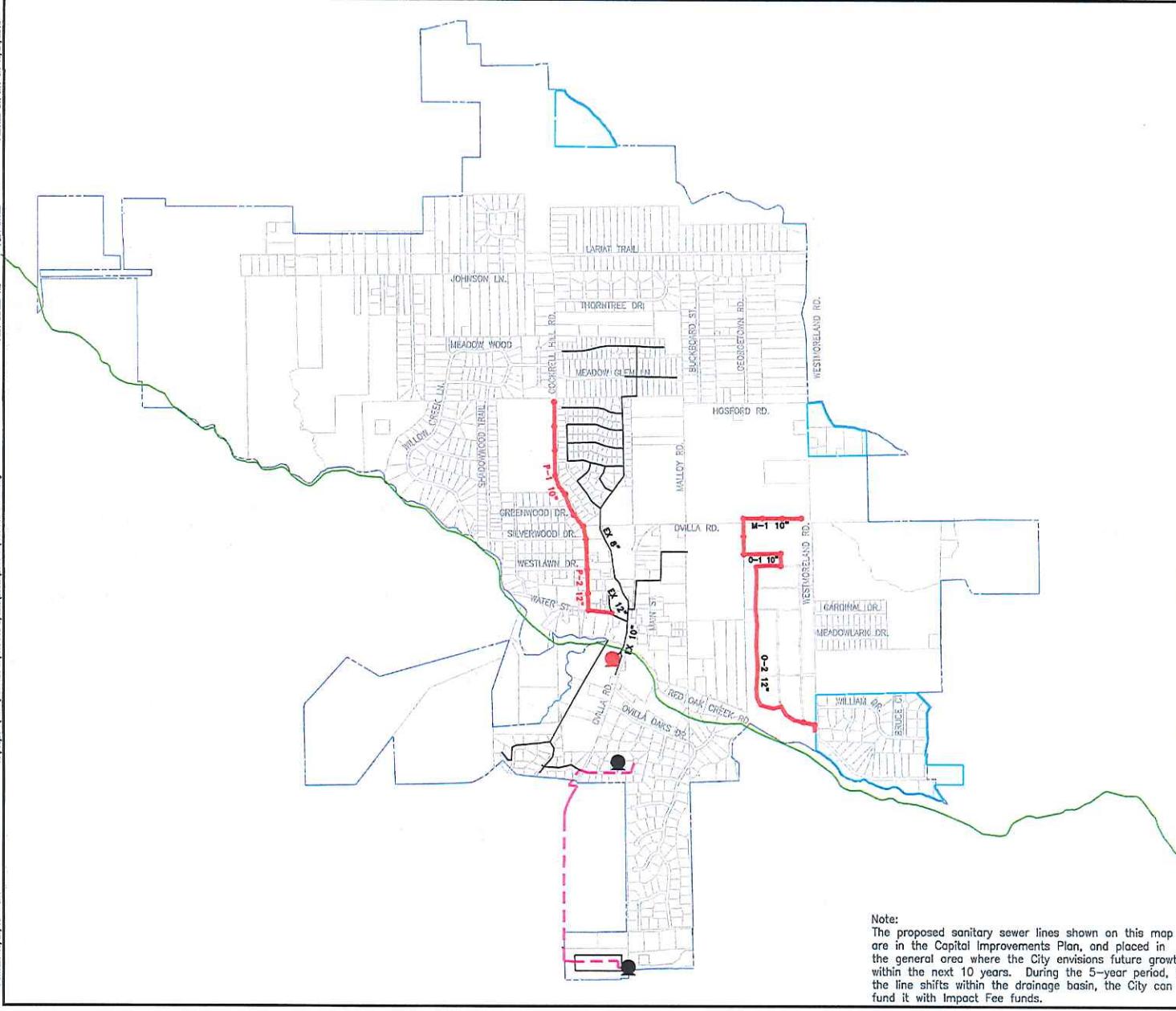
- CITY LIMITS
  - EXISTING WATER CCN LIMITS
  - EXISTING WATER LINE (NO IMPACT FEE)
  -  EXISTING WATER LINE (IMPACT FEE)
  -  PROPOSED WATER LINE (IMPACT FEE)
  -  EXISTING WATER FACILITIES (IMPACT FEE)



BIRKHOFF, HENDRICKS & CARTER, L.L.P.  
PROFESSIONAL ENGINEERS  
DALLAS, TEXAS  
OCTOBER, 2016 FIGU

AS, TEXAS

**FIGURE NO. 1**



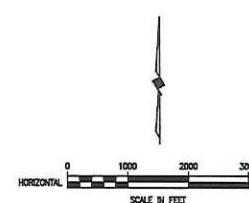
"PRIDE IN OUR PAST... ENTHUSIASM FOR THE FUTURE"

## CITY OF OVILLA, TEXAS

### WASTEWATER COLLECTION SYSTEM 2016-2026 CAPITAL IMPROVEMENT PLAN

#### LEGEND

- CITY LIMITS
- EXISTING WASTEWATER CCN LIMITS
- EXISTING SANITARY SEWER (NO IMPACT FEE)
- - - EXISTING FORCE MAIN (NO IMPACT FEE)
- PROPOSED SANITARY SEWER (IMPACT FEE)
- EXISTING RED OAK CREEK REGIONAL SANITARY SEWER (TRA)
- EXISTING LIFT STATION (NO IMPACT FEE)
- EXISTING LIFT STATION TO BE ABANDONED (IMPACT FEE)



BIRKHOFF, HENDRICKS & CARTER, L.L.P.  
PROFESSIONAL ENGINEERS  
DALLAS, TEXAS  
OCTOBER, 2016

FIGURE NO. 2

**CITY OF OVILLA, TEXAS**  
**2016 IMPACT FEE UPDATE**  
**WASTEWATER COLLECTION SYSTEM**  
**10-YEAR CAPITAL IMPROVEMENT PLAN**

**PROPOSED SANITARY SEWER LINES**

Project No. (6)	Project	Size	Opinion of Project Cost (4)	Debt Service (3)	Total Project Cost
1 *	Proposed Collection Lines (Hidden Valley Estates)	10"	\$ 46,000	\$ 24,150	\$ 70,150
2 *	Proposed Collection Lines (Hidden Valley Estates)	10"	\$ 83,600	\$ 43,890	\$ 127,490
3 *	Proposed Collection Lines (Hidden Valley Estates)	12"	\$ 126,600	\$ 66,465	\$ 193,065
4 *	Proposed Collection Lines	10"	\$ 30,000	\$ 15,750	\$ 45,750
5 *	Proposed Collection Lines	12"	\$ 31,800	\$ 16,095	\$ 48,495
<b>Subtotal: Proposed Sanitary Sewer Lines</b>			<b>\$ 318,000</b>	<b>\$ 166,950</b>	<b>\$ 484,950</b>

**PROPOSED FACILITY IMPROVEMENTS**

Project No. (5)	Project	Capacity	Opinion of Project Cost (4)	Debt Service (3)	Total Project Cost
6 *	Future Red Oak WWTP Improvements	7.0 MGD	\$ 474,142	\$ 248,925	\$ 723,067
7 *	Future TRA Trunk Line Improvements	7.0 MGD	\$ 2,599,924	\$ 1,364,960	\$ 3,964,883
8	Lift Station Abandonment (City)	.....	\$ 50,000	\$ 26,250	\$ 76,250
<b>Subtotal, Lift Station &amp; Treatment Facilities:</b>			<b>\$ 3,124,066</b>	<b>\$ 1,640,135</b>	<b>\$ 4,764,201</b>

**PLANNING EXPENSES**

Project No.	Project	Opinion of Cost (1)(b)	Debt Service (3)	Total Project Cost
	Wastewater Impact Fee Update	\$ 11,800	\$ -	\$ 11,800
	<b>Subtotal, Planning Expenses:</b>	<b>\$ 11,800</b>	<b>\$ -</b>	<b>\$ 11,800</b>
	<b>Wastewater Collection System CIP Grand Total:</b>	<b>\$ 3,453,866</b>	<b>\$ 1,807,085</b>	<b>\$ 5,260,951</b>

## Notes:

- (1) Opinion of Project Cost includes:
  - a) Engineer's Opinion of Construction Cost
  - b) Professional Services Fees (Survey, Engineering, Testing, Legal)
  - c) Cost of Easement or Land Acquisitions
- (2) Debt Service based on 20-year simple interest bonds at 5%
- (3) \* - City Share Cost of TRA Improvements (4.01%)
- (4) \* - Developer Initiated & Participation: Oversize Cost Paid by City

**TABLE No. 7**  
**CITY OF OVILLA, TEXAS**  
**2016 IMPACT FEE UPDATE**  
**WATER DISTRIBUTION SYSTEM**  
**10-YEAR CAPITAL IMPROVEMENT PLAN**

**PROPOSED WATER LINES**

Project No. <sup>(3)</sup>	Project	Size	Opinion of Project Cost <sup>(1)</sup>	Debt Service <sup>(2)</sup>	Total Project Cost
1	Silverwood 8-inch Water Line Extention	8"	\$ 123,750	\$ 64,969	\$ 188,719
2	Water Street 10-inch Water Line	10"	\$ 47,795	\$ 25,092	\$ 72,887
3	Hummingbird Lane 6-inch Water Line Extention	8"	\$ 150,150	\$ 78,829	\$ 228,979
4	Westmoreland 8-inch Water Line Crossing	8"	\$ 30,480	\$ 16,002	\$ 46,482
<b>Subtotal: Proposed Water Lines</b>			<b>\$ 352,175</b>	<b>\$ 184,892</b>	<b>\$ 537,067</b>

**PLANNING EXPENSES**

Project No.	Project	Opinion of Cost (1)(b)	Debt Service <sup>(2)</sup>	Total Project Cost
	Water Impact Fee Update	\$ 11,800	\$ -	\$ 11,800
<b>Subtotal, Planning Expenses:</b>			<b>\$ -</b>	<b>\$ 11,800</b>
<b>Water Distribution System CIP Grand Total:</b>			<b>\$ 184,892</b>	<b>\$ 548,867</b>

## Notes:

- (1) Opinion of Project Cost includes:
  - a) Engineer's Opinion of Construction Cost
  - b) Professional Services Fees (Survey, Engineering, Testing, Legal)
  - c) Cost of Easement or Land Acquisitions
- (2) Debt Service based on 20-year simple interest bonds at 5%

Preliminary schedule of Meetings, Agendas and Public Notices for the City of Ovilla's Water and Sewer Impact Fee Update process.

Advisory Committee (P&Z) Meetings	City Council Meeting	City Staff	Meeting/Action	Agenda and Action Required
		September 7 (1 <sup>st</sup> Wednesday)	City Staff	<ul style="list-style-type: none"> <li>• Kick-off Meeting for Impact Fee Process</li> </ul>
		September 16 (3 <sup>rd</sup> Friday)	City Staff	<ul style="list-style-type: none"> <li>• Obtain Information from City for Impact Fee Update</li> </ul>
October 3 (1 <sup>st</sup> Monday)			Advisory Committee	<ul style="list-style-type: none"> <li>• 1<sup>st</sup> Land Use Assumptions and 1<sup>st</sup> Water &amp; Sewer CIP to Advisory Committee (Draft)</li> </ul>
December 5 (1 <sup>st</sup> Monday)			Advisory Committee	<ul style="list-style-type: none"> <li>• 2<sup>nd</sup> Land Use Assumption and 2<sup>nd</sup> Water &amp; Sewer CIP to P&amp;Z Advisory (Final). Advisory Committee Written Recommendation to Council</li> </ul>
	December 12 (2 <sup>nd</sup> Monday)		City Council	<ul style="list-style-type: none"> <li>• Set Public Hearing Date for Impact Fee Land Use Assumptions and Water &amp; Sewer CIP (February 13, 2017)</li> </ul>
		December 16 (3 <sup>rd</sup> Friday)	City Staff	<ul style="list-style-type: none"> <li>• Publish Notice for Land Use and Water &amp; Sewer CIP Public Hearing</li> <li>• Land Use Assumptions and Water &amp; Sewer CIP for Impact Fees (Finals) Available for Public Review</li> </ul>
	February 13 (2 <sup>nd</sup> Monday)		City Council	<ul style="list-style-type: none"> <li>• Land Use Assumptions and Water &amp; Sewer CIP Public Hearing</li> <li>• Adopt Land Use Assumptions and Water &amp; Sewer CIP</li> </ul>
March 6 (1 <sup>st</sup> Monday)			Advisory Committee	<ul style="list-style-type: none"> <li>• Water and Sewer Impact Fees to Advisory Committee (Written Recommendation to Council)</li> </ul>

Advisory Committee (P&Z) Meetings	City Council Meeting	City Staff	Meeting/Action	Agenda and Action Required
	March 13 (2 <sup>nd</sup> Monday)		City Council	<ul style="list-style-type: none"> <li>• Set Public Hearing date for Water &amp; Sewer Impact Fee Update (May 8, 2017)</li> </ul>
		March 17 (3 <sup>rd</sup> Friday)	City Staff	<ul style="list-style-type: none"> <li>• Publish Notice for Water &amp; Sewer Impact Fee Update Public Hearing</li> <li>• Water &amp; Sewer Impact Fee Update Report Available for Public Review</li> </ul>
	May 8 (2 <sup>nd</sup> Monday)		City Council	<ul style="list-style-type: none"> <li>• Public Hearing for Water &amp; Sewer Impact Fee Update</li> <li>• Adopt Updated Water &amp; Sewer Impact Fee Update</li> </ul>

## AGENDA ITEM REPORT Item 2

Meeting Date: December 12, 2016

Department: Administration

Discussion  Action

YES  NO  N/A

Submitted By: Dennis Burn, CM

Amount: N/A

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

### Attachments:

1. Rate increase letter from Progressive Waste Solutions.
2. Rate increase calculator sheet.
3. E-mail explaining index numbers.
4. Spread sheet showing proposed budget revision.
5. Contract between Progressive Waste Solutions and the City of Ovilla.

### Agenda Item / Topic:

**ITEM 2. DISCUSSION/ACTION** – Consideration of and action on a proposed rate change for the fee to be charged by Progressive Waste Management for monthly residential solid waste collection as provided for in the contract between Progressive Waste Management and the City of Ovilla.

### Discussion / Justification:

The contract between Progressive Waste Solutions and the City of Ovilla does provide that collection fees may be adjusted upward or downward to reflect changes in the cost of operations (reference 4.2 of the contract, page 4).

### Recommendation / Staff Comments:

None

### Sample Motion(s):

I make a motion to approve/deny the proposed rate change and for the fee to be charged by Progressive Waste Management for monthly residential solid waste collection as provided for in the contract between Progressive Waste Management and the City of Ovilla.



November 14, 2016

Dennis Burn  
City Manager  
City of Ovilla  
105 S Cockrell Hill  
Ovilla, Texas 75154

**RE: Solid Waste Collection, Hauling, and Disposal Contract**

Dear Dennis,

The agreement between the City of Ovilla and Progressive Waste Solutions provides consideration for annual adjustments to the rates for services to reflect the change in the Consumer Price Index (CPI-U) for the DFW area. The most recent data available from the Bureau of Labor and Statistics reflects an annual increase in the CPI-U for the DFW area of 2.03%. I am attaching a copy of this data for your review.

Please accept this letter as a formal request to adjust the rates for services outlined in the agreement between Progressive Waste Solutions and the City of Ovilla by **2.03%** to be effective January 1st, 2017.

The impact will be an increase in the monthly residential rate from \$13.00 to \$13.26 per month. There will be a commensurate increase in all services in Ovilla.

Please feel free to call me at 214-215-0518 with any questions or concerns about this proposed rate increase. Thank you for your consideration of this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dick Demien".

Dick Demien  
Municipal Marketing Manager  
Progressive Waste Solutions



# Databases, Tables & Calculators by Subject

SHARE ON: [Facebook](#) [Twitter](#) [LinkedIn](#)FONT SIZE: A A A**Change Output Options:**From:  To: **GO** include graphs  include annual averages[More Formatting Options](#)

Data extracted on: November 16, 2016 (4:20:50 PM)

**Consumer Price Index - All Urban Consumers****Series Id:** CUURA316SA0, CUUSA316SA0

Not Seasonally Adjusted

**Area:** Dallas-Fort Worth, TX**Item:** All items**Base Period:** 1982-84=100**Download:** [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2006	188.6		188.4		191.2		191.7		192.0		188.4		190.1	189.7	190.5
2007	188.890		190.156		192.779		194.286		194.847		196.465		193.245	191.057	195.433
2008	197.079		198.596		202.357		206.413		205.883		200.051		201.791	200.118	203.463
2009	198.623		200.039		199.311		200.663		201.802		201.958		200.544	199.494	201.595
2010	202.106		201.982		202.108		200.227		201.882		201.168		201.624	201.908	201.339
2011	203.199		206.967		208.794		208.602		209.255		209.283		207.933	206.768	209.097
2012	209.203		212.618		212.226		211.267		214.033		212.901		212.227	211.520	212.935
2013	213.696		216.465		215.670		216.979		217.068		215.450		215.995	215.550	216.441
2014	216.291		218.715		219.590		219.543		219.380		217.188		218.392	218.469	218.316
2015	214.899		217.487		218.484		218.676		217.507		217.104		217.500	217.375	217.625
2016	217.164		218.877		220.717		221.507(R)		221.923					219.223	

R : Revised

$$\begin{array}{r}
 221.923 \\
 - 217.507 \\
 \hline
 4.416
 \end{array}
 \quad
 \begin{array}{r}
 4.416 \div 217.507 = .0203 \\
 = 2.03\%
 \end{array}$$

**TOOLS**

Areas at a Glance  
 Industries at a Glance  
 Economic Releases  
 Databases & Tables  
 Maps

**CALCULATORS**

Inflation  
 Location Quotient  
 Injury And Illness

**HELP**

Help & Tutorials  
 FAQs  
 Glossary  
 About BLS  
 Contact Us

**INFO**

What's New  
 Careers @ BLS  
 Find It! DOL  
 Join our Mailing Lists  
 Linking & Copyright Info

**RESOURCES**

Inspector General (OIG)  
 Budget and Performance  
 No Fear Act  
 USA.gov  
 Benefits.gov  
 Disability.gov

## Dennis Burn

---

**From:** Dick Demien <  
**Sent:** Thursday, November 17, 2016 8:03 AM  
**To:** Dennis Burn  
**Subject:** RE: CPI Data

Sorry for the minimal explanation.

The most recent index number from the BLS is 221.923 from Sept of this year. I then took the Sept 2015 index of 217.507 as the baseline. The year over year delta is 4.416 (Sept 2016 – Sept 2015) I divided the 4.416 by the beginning index (Sept 2015) of 217.507. That yielded the CPI increase from Sept 2015 thru Sept 2016 of 2.03%.

Let me know if I clarified the situation or caused more confusion.

Dick

---

**From:** Dennis Burn [mailto:[dburn@cityofovilla.org](mailto:dburn@cityofovilla.org)]  
**Sent:** Thursday, November 17, 2016 7:39 AM  
**To:** Dick Demien  
**Subject:** RE: CPI Data

Dick,

What do all the numbers in the various rows and columns mean? You then divided 4.416 by 217.5369 to get 0.0203 (or 2.03%). Please explain your calculations.

Thank you.

**Dennis M. Burn, PE**  
City Manager  
105 S. Cockrell Hill Road  
Ovilla, Tx 75154  
972.617.7262 (office)  
[dburn@cityofovilla.org](mailto:dburn@cityofovilla.org)

---

**From:** Dick Demien  
**Sent:** Wednesday, November 16, 2016 3:39 PM  
**To:** Dennis Burn <[dburn@cityofovilla.org](mailto:dburn@cityofovilla.org)>  
**Subject:** CPI Data

Hello Dennis,

Attached is the CPI data.

Does the increase require council action or can it be handled administratively since it is part of the contract??

Please advise.

Dick



**PROGRESSIVE WASTE SOLUTIONS  
PROPOSED RATE CHANGE  
December 12, 2016**

	<u>Revenue</u>	<u>Expeniture</u>	<u>Difference</u>
Current FY 2016-2017 budget at \$13.00 per month per residence	\$ 247,600.00	\$ 221,676.00	\$ 25,924.00
Change to FY 2016-2017 budget at \$13.26 per month per residence	\$ 247,600.00	\$ 226,110.00	\$ 21,490.00

## MUNICIPAL SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL CONTRACT

This Municipal Solid Waste Collection, Transportation and Disposal Contract (the "Contract") is entered into as of the 1st day of December, 2013, between the City of Ovilla, Texas ("City"), and Progressive Waste Solutions of TX, Inc. ("Contractor"), a Texas corporation, acting by and through its duly authorized representative.

### WITNESSETH:

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

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

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

#### 1. DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. GRANT OF CONTRACT

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

## 3. TERM

The term of this Contract shall commence December 01, 2013 (the "Commencement Date") and continue in full force and effect for a period of five (5) years (the "Initial Term") with two (2) one-year renewal options pending the written agreement of both parties (the "Renewal Term"). Should either the City or Contractor elect not to renew and extend the contract for a Renewal Term, notice must be given to the other party in writing not less than 180 days prior to the expiration of the Initial Term or first Renewal Term.

## 4. RATES & BILLING

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

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

- a. As reflected by fluctuations in the Consumer Price Index for Urban Wage Earners (CPI-U) Clerical Workers (all items) and the Expenditure Category "Gasoline" both as published by the U.S. Department of Labor, Bureau of Labor Statistics. The fees shall be increased or decreased for the ensuing twelve-month period in a percentage amount equal to the net percentage change of the All Items Index plus the net percentage change of the Gasoline Index. All percentage changes are to be computed as the difference between the index value for the first full month prior to the commencement of the Contract and the index value of the Rate Modification Date divided by the index value for the first full month prior to the commencement of the Contract.
- b. As reflected by change in the Contractor's disposal rate at the landfill. The change in rate charged hereunder will be adjusted accordingly to be effective as of the date of change of the disposal charge at the landfill.
- c. As reflected by unusual changes in the Contractors cost of operations such as revised laws, ordinances, or regulations; changes in location of disposal sites, an increase number of Residential Units, such as City growth or annexation; and for

other reasons, the Contractor may petition the City to adjust the rates hereunder, and such requested rate increase will not be unreasonably withheld.

- d. As of the month of the anniversary date of this Contract and every 12 months thereafter (the Rate Modification Date).
- e. A thirty-day (30) notice of any and all rate changes shall be given to the City by the Contractor.
- f. The City Council shall vote on approval of any and all rate increases, and such approval shall not be unreasonably withheld.

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

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

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

## 5. CONTRACTOR SERVICES

### 5.1 Residential Service

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

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

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

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

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

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

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

- a. Suitable containers at the City's choice: 8-yard Bin at City Hall with weekly pick up service and a 30 or 40-yard Roll-Off at City Hall to be hauled up to 15 times per year, (hauls to be credited toward annual citywide clean-up day) both at no charge.
- b. Contractor shall provide services for the annual citywide clean-up day and Heritage Day including (6) 40-yard open top Roll-Offs for deposit of trees and any Municipal Solid Waste and (2) rear loaded packer-type disposal trucks for up to 8 hours to be used to haul Municipal Solid Waste on clean-up day. This will be at no charge to the City. The site and time will be at the City's reasonable discretion. The City shall provide the Contractor with reasonable prior notice of the dates and times for such event.

- c. During the City's annual citywide clean-up day the Contractor shall provide, at no cost to the City, a designated area for the collection of Household Hazardous Waste from residents of the City as well as a Roll-Off designated for the collection of E-Waste from residents of the City. The City and Contractor shall mutually decide on the location(s) of these services.

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

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

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

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

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

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

## **6. COLLECTION OPERATIONS**

6.1. Hours of Operation. Collection of Municipal Solid Waste shall begin no earlier than 7:00 o'clock A.M. and shall generally not extend beyond 8:00 o'clock P.M. No collection shall be

made on Sunday. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.12. Disposal. The Contractor shall deliver Municipal Solid Waste collected to the designated Disposal Site. Disposal of Recyclable Materials must be done in accordance with state

law. The Contractor is responsible for payment of all costs of disposal, including without limitation, tipping, environmental, inspection or other fees charges by disposal site operators or governmental authorities in connection with disposal activities.

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

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

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

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

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

## 7. INDEMNIFICATION AND INSURANCE

7.1. Indemnification. Contractor shall indemnify, save, and hold harmless the City and its

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

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

**Minimum Limits of Insurance:**

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

**8. BOND**

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

**9. COMPLIANCE WITH LAWS**

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

## **10. DISCRIMINATION PROHIBITED**

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

## **11. LICENSE AND TAXES**

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

## **12. OWNERSHIP**

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

## **13. FRANCHISE FEE**

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

## **14. BOOKS AND RECORDS**

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

## **15. TERMINATION FOR CAUSE**

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, City shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a

thirty-day (30) period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.

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

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

## 16. INDEPENDENT CONTRACTOR

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

## 17. NOTICES

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

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

With a copy to: IESI Corporation  
2301 Eagle Parkway, Suite 200

Fort Worth, TX 76177  
Attn: Legal

## **18. ASSIGNMENT**

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

## **19. SEVERABILITY**

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

## **20. FORCE MAJEURE**

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

## **21. BINDING EFFECT**

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

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

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

## **23. ENTIRE AGREEMENT**

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

**EXECUTION PAGE FOLLOWS**

EXECUTED as of this 28<sup>th</sup> day of December, 2013.

CITY OF OVILLA, TEXAS:



ATTEST:

Pam Woodall  
Pam Woodall, City Secretary

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

APPROVED AS TO FORM:

Robert G. MacFarlane, Jr.  
Robert G. MacFarlane, Jr., City Attorney

PROGRESSIVE WASTE SOLUTIONS  
OF TX, INC.

By: John Gustafson  
John Gustafson, Vice President

**ATTACHMENT "A"**  
**PERFORMANCE STANDARDS for**  
**CITY OF OVILLA, TEXAS**  
**EFFECTIVE DECEMBER 1, 2013**

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

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

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

Placement: Curbside or alley

Approved Containers:

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

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

Brush and Bulky Item Collection:

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

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

**Commercial Container Collection**

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

Schedules Available: Up to two times weekly.

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

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

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

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

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

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

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

**General**

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

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

ATTACHMENT "B"

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

Progressive's Letter dated September 18, 2013



September 18, 2013

Cyndy Powell  
City Manager, City of Ovilla  
105 Cockrell Hill Rd  
Ovilla, TX 75154

Dear Cyndy,

We will confirm the following service levels and pricing for the City of Ovilla:

1X week trash pickup in customer provided trash cans and trash bags; Every other Week  
Recycling (We will provide the carts), twice per month bulky waste collection; one  
annual clean up day to include HHW materials and E Waste;

Total pricing of \$13.00 per home per month.

Commercial	2 cubic yd	3 cubic yd	4 cubic yd	6 cubic yd	8 cubic yd	hand cont. p/u
1 x per week	\$100.21	\$110.95	\$118.11	\$137.79	\$157.47	\$13.05
2 x per week	\$181.47	\$209.37	\$220.11	\$262.32	\$284.53	

Please let me know if I can provide any further information.

Sincerely,

Dick Demien  
Municipal Marketing Manager  
Progressive Waste Solutions

Commercial Roll Off Accounts – from Progressive's Bid dated June 21, 2013

<u>ROLL OFF CONTAINERS:</u>	<u>(Including Disposal Costs)</u>
20 Cubic Yard Per Haul	\$ 220.00
30 Cubic Yard Per Haul	\$ 250.00
40 Cubic Yard Per Haul	\$ 280.00
Other	\$ N/A
Delivery and Exchange	\$ 75.00
Daily Container Rental	\$ 3.00

<u>COMPACTORS:</u>	<u>(Including Disposal Costs)</u>
30 Cubic Yard Compactor Haul Charge	\$ 290.00
35 Cubic Yard Compactor Haul Charge	\$ 320.00
42 Cubic Yard Compactor Haul Charge	\$ 305.00
Other	\$ N/A

<u>Other Services:</u>	<u>(Including Disposal Costs)</u>
Other	\$ N/A

Free City Services

<u>LOCATION/EVENT NAME:</u>	<u>NUMBER</u>	<u>NOTES</u>
ANNUAL CLEANUP (ONE DAY)	6 roll-offs provided with one free haul per roll-off	Contractor will need to deliver roll-offs the morning of the event and empty when full and then collect roll-offs after event.
ANNUAL CLEANUP (ONE DAY)	2 trucks for up to 8 hours	Contractor will need to provide rear loaded packer-type disposal trucks.
CHRISTMAS TREE RECYCLING	1	Contractor will need to service roll off one time for one-week period after the holiday.
HERITAGE DAY CELEBRATION	12 ninety-five (95) gallon polycarts	Contractor will deliver the 95 gallon polycarts one day prior to Heritage Day and collect them the first business day after Heritage Day.
CITY HALL	1 X 30 YD Open top	Up to 15 free hauls per year.
CITY HALL	1 X 6 yard Rear Load	Serviced 1 X per week.

## AGENDA ITEM REPORT Item 3

Meeting Date: December 12, 2016

Discussion  Action

Submitted By: Dennis Burn, CM

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

Department: Water

Budgeted Expense:  YES  NO  N/A

Amount: N/A

### Attachments:

1. Master Contract for Plan Review and Inspection Services. Dated February 3, 2006.
2. Master Professional Services Agreement (Fire Safety Inspection). Dated September 1, 2011.

### Agenda Item / Topic:

ITEM 3. **DISCUSSION** – Review and discuss the Master Contract Plan between the City of Ovilla and Bureau Veritas and direct staff as necessary.

### Discussion / Justification:

The City Council directed staff to review our current contract with Bureau Veritas to determine if there are any penalty clause(s) for faulty reviews performed by Bureau Veritas. Attached are our two contracts and staff finds no penalty clause(s).

### Recommendation / Staff Comments:

None

### Sample Motion(s):

Discussion only



February 3, 2006

## **Master contract for plan review and inspection services**

This contract is meant to govern all plan review and inspection services provided by Graham Marcus, Inc., a Texas corporation, d/b/a Bureau Veritas (BV) for The City of Ovilla, Texas (jurisdiction). BV will have an exclusive contract for Third Party Plan Review and Inspection of Residential and Commercial Projects.

BV and the representatives of BV are charged as the Department of Building Safety for the provisions of the jurisdiction's Adopted Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, and Energy Code as defined by the 2003 International Building Code as published by the International Code Council.

BV and the representatives of BV are charged with the enforcement of the provisions of the jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, and Energy Code acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

### **Plan Review**

Plan Review services shall be conducted as required by the jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Energy Code, and other provided documents as approved by the jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the jurisdiction. The jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the jurisdiction.

### **Inspections**

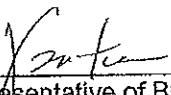
Inspection services shall be conducted as required by the jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, and Energy Code. Special inspections as specified in chapter 17 of the 2003 International Building Code are not included and may be required as specified in the 2003 International Building Code. Any violations of the jurisdiction's codes or concealment of any work prior to approval by BV will be reported to the Building Official of the jurisdiction. The Building Official of the jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the jurisdiction.



### Fees

In exchange for the services, the jurisdiction will pay to BV fees according to the schedule attached hereto and incorporated herein for all purposes on Schedule A. The jurisdiction will be billed for services rendered monthly, due Net 30.

This agreement may be terminated without penalty by either party with 90 days written notice.

  
Representative of Bureau Veritas

2/3/06 VICE PRESIDENT  
Title

VAN TRAN  
Print Name

2/3/06  
Date

City of Orillia  
Jurisdiction

John McDonald  
Representative of Jurisdiction

John McDonald  
Print Name

City Administrator  
Title

2/3/2006  
Date



Schedule A

**Residential Plan Review ONLY**      **\$150.00 per plan**

**Commercial and Multi-Family construction plan review\***

Valuation	Fee
\$1. <sup>00</sup> to \$10,000. <sup>00</sup>	\$50. <sup>00</sup>
\$10,001. <sup>00</sup> to \$25,000. <sup>00</sup>	\$64. <sup>.80</sup> for the first \$10,000. <sup>00</sup> plus \$5. <sup>.01</sup> for each additional \$1000. <sup>00</sup>
\$25,001. <sup>00</sup> to \$50,000. <sup>00</sup>	\$139. <sup>.95</sup> for the first \$25,000. <sup>00</sup> plus \$3. <sup>.61</sup> for each additional \$1000. <sup>00</sup>
\$50,001. <sup>00</sup> to \$100,000. <sup>00</sup>	\$230. <sup>.20</sup> for the first \$50,000. <sup>00</sup> plus \$2. <sup>.50</sup> for each additional \$1000. <sup>00</sup>
\$100,001. <sup>00</sup> to \$500,000. <sup>00</sup>	\$355. <sup>.20</sup> for the first \$100,000. <sup>00</sup> plus \$2. <sup>.00</sup> for each additional \$1000. <sup>00</sup>
\$500,001. <sup>00</sup> to \$1,000,000. <sup>00</sup>	\$1,155. <sup>.20</sup> for the first \$500,000. <sup>00</sup> plus \$1. <sup>.70</sup> for each additional \$1000. <sup>00</sup>
\$1,000,001. <sup>00</sup> and up	\$2,005. <sup>.20</sup> for the first \$1,000,000. <sup>00</sup> plus \$1. <sup>.13</sup> for each additional \$1000. <sup>00</sup>

**Single Family Residential construction plan review and inspection\***

**Commercial and Multi-Family construction inspection\***

Valuation	Fee
\$1. <sup>00</sup> to \$10,000. <sup>00</sup>	\$76. <sup>.92</sup>
\$10,001. <sup>00</sup> to \$25,000. <sup>00</sup>	\$99. <sup>.69</sup> for the first \$10,000. <sup>00</sup> plus \$7. <sup>.70</sup> for each additional \$1000. <sup>00</sup>
\$25,001. <sup>00</sup> to \$50,000. <sup>00</sup>	\$215. <sup>.19</sup> for the first \$25,000. <sup>00</sup> plus \$5. <sup>.56</sup> for each additional \$1000. <sup>00</sup>
\$50,001. <sup>00</sup> to \$100,000. <sup>00</sup>	\$354. <sup>.19</sup> for the first \$50,000. <sup>00</sup> plus \$3. <sup>.85</sup> for each additional \$1000. <sup>00</sup>
\$100,001. <sup>00</sup> to \$500,000. <sup>00</sup>	\$546. <sup>.69</sup> for the first \$100,000. <sup>00</sup> plus \$3. <sup>.08</sup> for each additional \$1000. <sup>00</sup>
\$500,001. <sup>00</sup> to \$1,000,000. <sup>00</sup>	\$1,778. <sup>.69</sup> for the first \$500,000. <sup>00</sup> plus \$2. <sup>.62</sup> for each additional \$1000. <sup>00</sup>
\$1,000,001. <sup>00</sup> and up	\$3,088. <sup>.69</sup> for the first \$1,000,000. <sup>00</sup> plus \$1. <sup>.74</sup> for each additional \$1000. <sup>00</sup>

\*All fees billed upon issuance of the permit by the jurisdiction.

**COPY**



**COPY**

September 16, 2011

City of Ovilla  
Attn: Pam Woodall Higgins  
105 South Cockrell Hill Road  
Ovilla, Texas 75154

RE: Professional Services Agreement

Dear Ms. Woodall Higgins:

Thank you for the opportunity to serve the citizens, business owners, and staff of the City of Ovilla. We are honored the city chose Bureau Veritas to provide Fire Safety Inspection Services, and will work to earn your confidence, one project at a time.

Please find enclosed the fully executed agreement. Should you have any questions, or concerns, please do not hesitate to contact us.

Kind Regards,

Christy Dale  
Marketing Director  
Bureau Veritas North America, Inc.



## MASTER PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 1 day of Sept. 2011, by and between the City of Ovilla, TX ("Client") and Bureau Veritas North America, Inc., and its parent, affiliates, divisions, subsidiaries, agents, successors and assigns, hereinafter the Consultant, ("Consultant").

WHEREAS, Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render the professional services described herein on the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services:** The Consultant shall furnish the following services in a professional manner:

"Consultant shall perform the services described on Exhibit A which is attached hereto and incorporate herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the Client through its staff that it may provide from time to time."
2. **Time of Performance:** The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the Client. Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control.
3. **Compensation:** Compensation to be paid to Consultant shall be in accordance with the Schedule of Fees set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Payment by Client under this Agreement shall not be deemed a waiver of defects even if such defects were known to the Client at the time of payment.
4. **Method of Payment:** Consultant shall submit an invoice for services rendered in accordance with Exhibit A as set in Exhibit B on a monthly basis, due net 30 days.
5. **Ownership of Documents:** All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Client upon payment to Consultant for such work, and the Client shall have the sole right to use such materials in its discretion, without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to Client upon written request. The Consultant shall not be responsible for damage caused by subsequent changes to or uses of the plans or specifications, where the subsequent changes or uses are not authorized or approved by the Consultant.
6. **Independent Contractor:** It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Client's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
7. **Professional Ability of Consultant:** Client has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
8. **Indemnity:** Consultant shall indemnify and hold harmless Client from and against all losses, liabilities, and reasonable costs and expenses for property damage and bodily injury (including reasonable attorney's fees), to the extent directly and proximately arising from Consultant's negligent performance of services or breach of warranty under this Agreement. Client shall defend, indemnify and hold harmless Consultant, its employees, directors, officers, and agents, from and against any and all claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused in any way by, the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by Consultant for which Consultant is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.
9. **Insurance:** Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:
  - a. **Workers' Compensation Coverage:** Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the state where the services are being performed. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the state where the services are being performed for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the Client at least thirty (30) days prior to such change.

- b. **General Liability Coverage:** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- c. **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- d. **Professional Liability Coverage:** Consultant shall maintain professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.
- e. **Policy Endorsements:** Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:
- 1) The Client, its officers, employees, and agents are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
  - 2) This policy shall be considered primary insurance as respects the Client, its officers, employees, and agents. Any insurance maintained by the Client, including any self-insured retention the Client may have shall be considered excess insurance only and shall not contribute with it.
  - 3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  - 4) The insurer waives all rights of subrogation against the Client, its officers, employees or agents.
  - 5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Client, its officers, employees, and agents.
  - 6) The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the Client.
- f. **Certificates of Insurance and Endorsements:** Consultant shall provide certificates of insurance with original endorsements to Client as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the Client on or before commencement of performance of this Agreement, if requested to do so by Client. Current certification of insurance shall be kept on file with the Client at all times during the term of this Agreement.
10. **Risk Allocation and Limitation of Liability:** to the fullest extent permitted by law, and notwithstanding any other provision of this agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, under this Agreement, or the total amount of \$50,000.00, whichever is greater. Client also agrees that Consultant shall not be responsible for the means, methods, procedures performance or safety of the construction contractors or subcontractors, or for their errors or omissions.
11. **Compliance with Laws:** Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations.
12. **Resolution of Disputes:** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one (1) year of the work or services performed under this Agreement.
- Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.
13. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the state where the services are being performed in a court of competent jurisdiction.

14. **Waiver of Jury Trial**

Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

15. **Third Party Beneficiary**

It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and the Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and the Consultant that any such person or entity, other than Client or consultant, receiving services or benefits under this agreement shall be deemed an incidental beneficiary.

16. **Licenses:** Consultant represents and warrants to Client that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to Client that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a Client business license if required.

17. **Written Notification:** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

*If to Client:*

CITY OF Ovilla  
105 S CCCRRELL HILL RD  
OVILLA, TX 75154

*If to Consultant:*

Bureau Veritas North America, Inc.  
Attn: Contract Processing  
1000 Jupiter Road, Suite 800  
Plano, Texas 75074

*With cc to:*

Bureau Veritas North America Inc.  
Attn: Legal Department  
1601 Sawgrass Corporate Parkway, Suite 400  
Fort Lauderdale, Florida 33323

18. **Consultant's Books and Records:**

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to Client for a minimum period of seven (7) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of seven (7) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Client.

19. **Assignment and Subcontracting:** Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

20. **Waiver:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

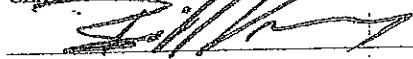
21. **Amendments:** This Agreement may be modified or amended only by a written document executed by both Consultant and Client.

22. **Entire Agreement:** This Agreement constitutes the complete and exclusive statement of Agreement between the Client and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in toto by this Agreement.

23. **Execution:** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counter part.
24. **Termination:** This Agreement may be terminated immediately for cause or by either party without cause upon ninety (90) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.
25. **Interpretation of Agreement:** This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CLIENT:

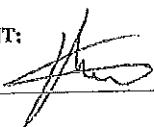


Signature

MAYOR OF VILLA

Title

CONSULTANT:



Signature

Director

Title

Date: 08-23-2011

Date: 9-15-2011

Attachments:      Exhibit A - Scope of Services  
                            Exhibit B - Schedule of Fees

## **EXHIBIT A** **SCOPE OF SERVICES**

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Fire Code acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

### **Fire Alarm and Fire Sprinkler System Plan Review**

Fire Alarm and Fire Sprinkler System Plan Review shall be conducted as required by the Jurisdiction's Fire Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

### **Fire Alarm and Fire Sprinkler System Inspections**

Fire Alarm and Fire Sprinkler System Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority.

### **Annual Fire Safety Inspections**

Annual Fire Safety Inspections will be conducted in accordance with the city adopted fire code for commercial establishments and public buildings subject to an annual operation permit. Services include: Upload of commercial properties into web-based tracking system, scheduling and tracking of existing and now annual fire inspections, notification to city personnel of inspections scheduled and status of compliance.

**EXHIBIT B**  
**SCHEDULE OF FEES**

**Fire Code Plan Review Services (Fire Alarm and/or Sprinkler System)**

Valuation*	Fee
\$1. <sup>00</sup> to \$250,000. <sup>00</sup>	\$500. <sup>00</sup>
\$250,001. <sup>00</sup> to \$500,000. <sup>00</sup>	\$850. <sup>00</sup>
\$500,001. <sup>00</sup> to \$1,000,000. <sup>00</sup>	\$1100. <sup>00</sup>
\$1,000,001. <sup>00</sup> to \$3,000,000. <sup>00</sup>	\$1600. <sup>00</sup>
\$3,000,001. <sup>00</sup> to \$6,000,000. <sup>00</sup>	\$2400. <sup>00</sup>
\$6,000,001. <sup>00</sup> and up	\$2400. <sup>00</sup> for the first \$6,000,000. <sup>00</sup> plus \$0.25 for each additional \$1000. <sup>00</sup>

**Fire Code Inspection Services (Fire Alarm and/or Sprinkler System)**

Valuation*	Fee
\$1. <sup>00</sup> to \$250,000. <sup>00</sup>	\$750. <sup>00</sup>
\$250,001. <sup>00</sup> to \$500,000. <sup>00</sup>	\$1050. <sup>00</sup>
\$500,001. <sup>00</sup> to \$1,000,000. <sup>00</sup>	\$1350. <sup>00</sup>
\$1,000,001. <sup>00</sup> to \$3,000,000. <sup>00</sup>	\$1900. <sup>00</sup>
\$3,000,001. <sup>00</sup> to \$6,000,000. <sup>00</sup>	\$2850. <sup>00</sup>
\$6,000,001. <sup>00</sup> and up	\$2850. <sup>00</sup> for the first \$6,000,000. <sup>00</sup> plus \$0.25 for each additional \$1000. <sup>00</sup>

\*Valuation is based upon construction valuation for project

**Annual Fire Safety Inspections**

Annual Fire Safety Inspection Program setup for City (one-time fee)	\$1000.00
Annual Fire Safety Inspection and each re-inspection (per location)	\$150.00

## AGENDA ITEM REPORT

### Item: 4

Meeting Date: December 12, 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. Resolution 2016-10
2. Public Playground Safety Handbook

#### Agenda Item / Topic:

ITEM 4. **DISCUSSION/ACTION** – Consideration of and action on Resolution R2016-10 of the City Council of the City of Ovilla, Texas, adopting the publication of the United States Consumer Product Safety Commission entitled *Public Playground Safety Handbook* and providing an effective date.

#### Discussion / Justification:

Resolution 2016-10 to adopt the Public Safety Handbook to use as a guideline in an effort to maintain safe parks was presented to Council during their August 08, 2016 meeting. Council did not approve the resolution, adopting the handbook. The Loss Prevention Group of the Texas Municipal League (TML), Ovilla's insurer, recommended that Ovilla use the "Public Playground Safety Handbook" published by the U.S. Consumer Product Safety Commission to evaluate our parks.

#### Recommendation / Staff Comments:

Staff recommends that the city council approve resolution R2016-10

#### Sample Motion(s):

I move that Council approve/deny adopting the publication of the United States Consumer Product Safety Commission entitled *Public Playground Safety Handbook* and providing an effective date.

## RESOLUTION NO. R2016-10

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, ADOPTING THE PUBLICATION OF THE UNITED STATES CONSUMER PRODUCT SAFETY COMMISSION ENTITLED *PUBLIC PLAYGROUND SAFETY HANDBOOK* AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 756.061 of the Texas Health & Safety Code provides, in part, that public funds may not be used to purchase playground equipment that does not: (1) comply with each applicable provision of ASTM Standard F1487-07ae1, "Consumer Safety Performance Specification for Playground Equipment for Public Use" published by ASTM International, or (2) has a horizontal bare metal platform or a bare metal step or slide, unless the bare metal is shielded from direct sun by a covering provided with the equipment or by a shaded area in the location where the equipment is installed; and

WHEREAS, Section 756.061 of the Texas Health & Safety Code further provides, in part, that public funds may not be used to purchase surfacing for the area under and around playground equipment if the surfacing will not comply, on completion of installation of the surfacing, with each applicable provision of ASTM Standard F2223-04e1, "Standard Guide for ASTM Standards on Playground Surfacing" published by ASTM International; and

WHEREAS, the United States Consumer Product Safety Commission has published the *Public Playground Safety Handbook* which contains the applicable provisions of ASTM Standard F1487-07ae1 and F2223-04e1 as well as other suggestions and guidelines relating to the installation, operation, use and maintenance of playground equipment and playground surfacing; and

WHEREAS, it is the intention and desire of the City of Ovilla to purchase and provide only safe playground equipment and playground surfacing in compliance with Section 756.001 of the Texas Health & Safety Code and to review and consider the suggestions and guidelines set forth in the Public Playground Safety Handbook in connection with the installation, operation, use and maintenance of playground equipment and playground surfacing.

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

**SECTION ONE.** The City of Ovilla hereby adopts the United States Consumer Product Safety Commission's publication entitled *Public Playground Safety Handbook*, as may be amended from time to time, as the City's official reference and guideline for consideration in City's acquisition, installation, operation, use and maintenance of playground equipment and playground surfacing.

**SECTION TWO.** The Resolution shall be effective as of the date of the passage and approval of same.

**RESOLUTION NO. R2016-10**

**RESOLVED, PASSED and APPROVED**, this \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF OVILLA, TEXAS**

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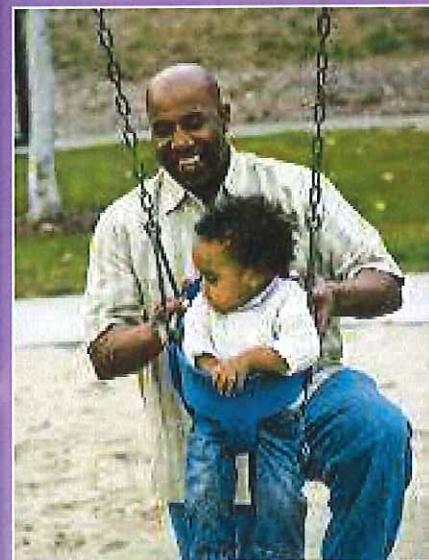
Richard Dormier, Mayor

ATTEST:

---

Pamela Woodall, City Secretary

# Public Playground Safety Handbook



**U.S. Consumer Product Safety Commission**  
*Saving Lives and Keeping Families Safe*



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# 1. INTRODUCTION

In recent years, it is estimated that there were more than 200,000 injuries annually on public playgrounds across the country that required emergency room treatment. By following the recommended guidelines in this handbook, you and your community can create a safer playground environment for all children and contribute to the reduction of playground-related deaths and injuries.

## 1.1 Scope

This handbook presents safety information for public playground equipment in the form of guidelines. Publication of this handbook is expected to promote greater safety awareness among those who purchase, install, and maintain public playground equipment. Because many factors may affect playground safety, the U.S. Consumer Product Safety Commission (CPSC) staff believes that guidelines, rather than a mandatory rule, are appropriate. These guidelines are not being issued as the sole method to minimize injuries associated with playground equipment. However, the Commission believes that the recommendations in this handbook along with the technical information in the ASTM standards for public playgrounds will contribute to greater playground safety.

Some states and local jurisdictions may require compliance with this handbook and/or ASTM voluntary standards. Additionally, risk managers, insurance companies, or others may require compliance at a particular site; check with state/local jurisdictions and insurance companies for specific requirements.

## 1.2 Intended Audience

This handbook is intended for use by childcare personnel, school officials, parks and recreation personnel, equipment purchasers and installers, playground designers, and any other members of the general public (e.g., parents and school groups) concerned with public playground safety and interested in evaluating their respective playgrounds. Due to the wide range of possible users, some information provided may be more appropriate for certain users than others. The voluntary standards listed in 1.4.1 contain more technical requirements than this handbook and are primarily intended for use by equipment manufacturers, architects, designers, and any others requiring more technical information.

## 1.3 What is a Public Playground?

“Public” playground equipment refers to equipment for use by children ages 6 months through 12 years in the playground areas of:

- Commercial (non-residential) child care facilities
- Institutions
- Multiple family dwellings, such as apartment and condominium buildings
- Parks, such as city, state, and community maintained parks
- Restaurants
- Resorts and recreational developments
- Schools
- Other areas of public use

These guidelines are not intended for amusement park equipment, sports or fitness equipment normally intended for users over the age of 12 years, soft contained play equipment, constant air inflatable play devices for home use, art and museum sculptures (not otherwise designed, intended and installed as playground equipment), equipment found in water play facilities, or home playground equipment. Equipment components intended solely for children with disabilities and modified to accommodate such users also are not covered by these guidelines. Child care facilities, especially indoor, should refer to ASTM F2373 — *Standard Consumer Safety Performance Specification for Public Use Play Equipment for Children 6 Months Through 23 Months*, for more guidance on areas unique to their facilities.

## 1.4 Public Playground Safety Voluntary Standards and CPSC Handbook History

- 1981 – First CPSC *Handbook for Public Playground Safety* was published, a two-volume set.
- 1991 – *Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment*, ASTM F1292, was first published.
- 1991 – Two-volume set was replaced by a single-volume handbook, which contained recommendations based on COMSIS Corporation report to the CPSC (*Development of Human Factors Criteria for Playground Equipment Safety*).

- 1993 – First version of voluntary standard for public playground equipment, ASTM F1487 — *Standard Consumer Safety Performance Specification for Playground Equipment for Public Use*, was published (revisions occur every 3 to 4 years).
- 1994 – Minor revisions to the *Handbook*.
- 1997 – Handbook was updated based on (1) staff review of ASTM F1487, (2) playground safety roundtable meeting held October 1996, and (3) public comment received to a May 1997 CPSC staff request.
- 2005 – First version of voluntary standard for playground equipment intended for children under two years old, ASTM F2373 — *Standard Consumer Safety Performance Specification for Public Use Play Equipment for Children 6 Months Through 23 Months*, was published.
- 2008 – Handbook was updated based on comments received from members of the ASTM F15 Playground Committees in response to a CPSC staff request for suggested revisions. Significant revisions are listed below.

#### **1.4.1 ASTM playground standards**

Below is a list of ASTM technical performance standards that relate to playgrounds.

- F1487 *Standard Consumer Safety Performance Specification for Playground Equipment for Public Use*.
- F2373 *Standard Consumer Safety Performance Specification for Public Use Play Equipment for Children 6 Months through 23 Months*.
- F1292 *Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment*.
- F2075 *Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment*.
- F2223 *Standard Guide for ASTM Standards on Playground Surfacing*.
- F2479 *Standard Guide for Specification, Purchase, Installation and Maintenance of Poured-In-Place Playground Surfacing*.
- F1951 *Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment*.
- F1816 *Standard Safety Specification for Drawstrings on Children's Upper Outerwear*.

- F2049 *Standard Guide for Fences/Barriers for Public, Commercial, and Multi-Family Residential Use Outdoor Play Areas*.
- F1148 *Standard Consumer Safety Performance Specification for Home Playground Equipment*.
- F1918 *Standard Safety Performance Specification for Soft Contained Play Equipment*.

### **1.5 Significant Revisions for 2008**

#### **1.5.1 Equipment guidelines**

- Age ranges expanded to include children as young as 6 months based on ASTM F2373
- Guidelines for track rides and log rolls added
- Exit zone requirements for slides harmonized with ASTM F1487

#### **1.5.2 Surfacing guidelines**

- Critical height table revised
- Suggestions for surfacing over asphalt added

#### **1.5.3 General guidelines**

- Suggestions on sun exposure added

#### **1.5.4 Other revisions**

- Editorial changes to make the *Handbook* easier to understand and use

### **1.6 Background**

The safety of each individual piece of playground equipment as well as the layout of the entire play area should be considered when designing or evaluating a playground for safety. Since falls are a very common playground hazard pattern, the installation and maintenance of protective surfacing under and around all equipment is crucial to protect children from severe head injuries.

Because all playgrounds present some challenge and because children can be expected to use equipment in unintended and unanticipated ways, adult supervision is highly recommended. The handbook provides some guidance on supervisory practices that adults should follow. Appropriate equipment design, layout, and maintenance, as discussed in this

handbook, are also essential for increasing public playground safety.

A playground should allow children to develop gradually and test their skills by providing a series of graduated challenges. The challenges presented should be appropriate for age-related abilities and should be ones that children can perceive and choose to undertake. Toddlers, preschool- and school-age children differ dramatically, not only in physical size and ability, but also in their intellectual and social skills. Therefore, age-appropriate playground designs should accommodate these differences with regard to the type, scale, and the layout of equipment. Recommendations throughout this handbook address the different needs of toddlers, preschool-age, and school-age children; "toddlers" refers to children ages 6 months through 2 years of age, "preschool-age" refers to children 2 through 5 years, and "school-age" refers to children 5 through 12 years. The overlap between these groups is anticipated in terms of playground equipment use and provides for a margin of safety.

Playground designers, installers and operators should be aware that the Americans with Disabilities Act of 1990 (ADA) is a comprehensive civil rights law which prohibits discrimination on the basis of disability. Titles II and III of the ADA require, among other things, that newly constructed and altered State and local government facilities, places of public accommodation, and commercial facilities be readily accessible to and usable by individuals with disabilities. Recreation facilities, including play areas, are among the types of facilities covered by titles II and III of the ADA.

The Architectural and Transportation Barriers Compliance Boards – also referred to as the "Access Board" – has developed accessibility guidelines for newly constructed and altered play areas that were published October 2000. The play area guidelines are a supplement to the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Once these guidelines are adopted as enforceable standards by the Department of Justice, all newly constructed and altered play areas covered by the ADA will be required to comply. These guidelines also apply to play areas covered by the Architectural Barriers Act (ABA).

Copies of the play area accessibility guidelines and further technical assistance can be obtained from the U.S. Access Board, 1331 F Street, NW, Suite 1000, Washington, DC 20004-1111; 800-872-2253, 800-993-2822 (TTY), [www.access-board.gov](http://www.access-board.gov).

## 1.7 Playground Injuries

The U. S. Consumer Product Safety Commission has long recognized the potential hazards that exist with the use of playground equipment, with over 200,000 estimated emergency room-treated injuries annually. The most recent study of 2,691 playground equipment-related incidents reported to the CPSC from 2001-2008 indicated that falls are the most common hazard pattern (44% of injuries) followed by equipment-related hazards, such as breakage, tip over, design, and assembly (23%).<sup>1</sup> Other hazard patterns involved entrapment and colliding other children or stationary equipment. Playground-related deaths reported to the Commission involved entanglement of ropes, leashes, or clothing; falls; and impact from equipment tip over or structural failure.

The recommendations in this handbook have been developed to address the hazards that resulted in playground-related injuries and deaths. The recommendations include those that address:

- The potential for falls from and impact with equipment
- The need for impact attenuating protective surfacing under and around equipment
- Openings with the potential for head entrapment
- The scale of equipment and other design features related to user age and layout of equipment on a playground
- Installation and maintenance procedures
- General hazards presented by protrusions, sharp edges, and crush or shear points

## 1.8 Definitions

**Barrier** — An enclosing device around an elevated platform that is intended to prevent both inadvertent and deliberate attempts to pass through the device.

**Composite Structure** — Two or more play structures attached or functionally linked, to create one integral unit that provides more than one play activity.

**Critical Height** — The fall height below which a life-threatening head injury would not be expected to occur.

<sup>1</sup>O'Brien, Craig W.; Injuries and Investigated Deaths Associated with Playground Equipment, 2001–2008. U.S. Consumer Product Safety Commission: Washington DC, October, 2009.

**Designated Play Surface** — Any elevated surface for standing, walking, crawling, sitting or climbing, or a flat surface greater than 2 inches wide by 2 inches long having an angle less than 30° from horizontal.

**Embankment Slide** — A slide that follows the contour of the ground and at no point is the bottom of the chute greater than 12 inches above the surrounding ground.

**Entanglement** — A condition in which the user's clothes or something around the user's neck becomes caught or entwined on a component of playground equipment.

**Entrapment** — Any condition that impedes withdrawal of a body or body part that has penetrated an opening.

**Fall Height** — The vertical distance between the highest designated play surface on a piece of equipment and the protective surfacing beneath it.

**Footing** — A means for anchoring playground equipment to the ground.

**Full Bucket Seat Swing** — A swing generally appropriate for children under 4 years of age that provides support on all sides and between the legs of the occupant and cannot be entered or exited without adult assistance.

**Geotextile (filter) Cloth** — A fabric that retains its relative structure during handling, placement, and long-term service to enhance water movement, retard soil movement, and to add reinforcement and separation between the soil and the surfacing and/or sub-base.

**Guardrail** — An enclosing device around an elevated platform that is intended to prevent inadvertent falls from the elevated surface.

**Infill** — Material(s) used in a protective barrier or between decks to prevent a user from passing through the barrier (e.g., vertical bars, lattice, solid panel, etc.).

**Loose-Fill Surfacing Material** — A material used for protective surfacing in the use zone that consists of loose particles such as sand, gravel, engineered wood fibers, or shredded rubber.

**Preschool-Age Children** — Children 2 years of age through 5 years of age.

**Projection** — Anything that extends outward from a surface of the playground equipment and must be tested to determine whether it is a protrusion or entanglement hazard, or both.

**Protective Barrier** — See Barrier.

**Protective Surfacing** — Shock absorbing (i.e., impact attenuating) surfacing material in the use zone that conforms to the recommendations in §2.4 of this handbook.

**Protrusion** — A projection which, when tested, is found to be a hazard having the potential to cause bodily injury to a user who impacts it.

**Roller Slide** — A slide that has a chute consisting of a series of individual rollers over which the user travels.

**School-Age Children** — Children 5 years of age through 12 years of age.

**Slide Chute** — The inclined sliding surface of a slide.

**Stationary Play Equipment** — Any play structure that has a fixed base and does not move.

**Supervisor** — Any person tasked with watching children on a playground. Supervisors may be paid professionals (e.g., childcare, elementary school or park and recreation personnel), paid seasonal workers (e.g., college or high school students), volunteers (e.g., PTA members), or unpaid caregivers (e.g., parents) of the children playing in the playground.

**Toddlers** — Children 6 months through 23 months of age.

**Tube Slide** — A slide in which the chute consists of a totally enclosed tube or tunnel.

**Unitary Surfacing Material** — A manufactured material used for protective surfacing in the use zone that may be rubber tiles, mats, or a combination of energy absorbing materials held in place by a binder that may be poured in place at the playground site and cures to form a unitary shock absorbing surface.

**Upper Body Equipment** — Equipment designed to support a child by the hands only (e.g., horizontal ladder, overhead swinging rings).

**Use Zone** — The surface under and around a piece of equipment onto which a child falling from or exiting from the equipment would be expected to land. These areas are also designated for unrestricted circulation around the equipment.

## 2. GENERAL PLAYGROUND CONSIDERATIONS

### 2.1 Selecting a Site

The following factors are important when selecting a site for a new playground:

Site Factor	Questions to Ask	If yes, then...Mitigation
Travel patterns of children to and from the playground	Are there hazards in the way?	Clear hazards.
Nearby accessible hazards such as roads with traffic, lakes, ponds, streams, drop-offs/cliffs, etc.	Could a child inadvertently run into a nearby hazard?  Could younger children easily wander off toward the hazard?	Provide a method to contain children within the playground. For example, a dense hedge or a fence. The method should allow for observation by supervisors. If fences are used, they should conform to local building codes and/or ASTM F-2049.
Sun exposure	Is sun exposure sufficient to heat exposed bare metal slides, platforms, steps, & surfacing enough to burn children?	Bare metal slides, platforms, and steps should be shaded or located out of direct sun.  Provide warnings that equipment and surfacing exposed to intense sun can burn.
	Will children be exposed to the sun during the most intense part of the day?	Consider shading the playground or providing shaded areas nearby.
Slope and drainage	Will loose fill materials wash away during periods of heavy rain?	Consider proper drainage re-grading to prevent wash outs.

#### 2.1.1 Shading considerations

According to the American Academy of Dermatology, research indicates that one in five Americans will develop some form of skin cancer during their lifetime, and five or more sunburns double the risk of developing skin cancer. Utilizing existing shade (e.g., trees), designing play structures as a means for providing shading (e.g., elevated platforms with shaded space below), or creating more shade (e.g., man-made structures) are potential ways to design a playground to help protect children's skin from the sun. When trees are used for shade, additional maintenance issues arise, such as the need for cleaning up debris and trimming limbs.

#### 2.2 Playground Layout

There are several key factors to keep in mind when laying out a playground:

- Accessibility
- Age separation
- Conflicting activities
- Sight lines
- Signage and/or labeling
- Supervision

## 2.2.1 Accessibility

Special consideration should be given to providing accessible surfaces in a play area that meets the *ASTM Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment*, ASTM F1951. Equipment selection and location along with the type of protective surfacing are key components to ensuring the opportunity for children with disabilities to play on the playground.

## 2.2.2 Age separation

For playgrounds intended to serve children of all ages, the layout of pathways and the landscaping of the playground should show the distinct areas for the different age groups. The areas should be separated at least by a buffer zone, which could be an area with shrubs or benches. This separation and buffer zone will reduce the chance of injury from older, more active children running through areas filled with younger children with generally slower movement and reaction times.

## 2.2.3 Age group

In areas where access to the playground is unlimited or enforced only by signage, the playground designer should recognize that since child development is fluid, parents and caregivers may select a playground slightly above or slightly below their child's abilities, especially for children at or near a cut-off age (e.g., 2-years old and 5-years old). This could be for ease of supervising multiple children, misperceptions about the hazards a playground may pose to children of a different age, advanced development of a child, or other reasons. For this reason, there is an overlap at age 5.

Developmentally a similar overlap also exists around age 2; however, due to the differences in ASTM standards and entrapment testing tools, this overlap is not reflected in the handbook. Playgrounds used primarily by children under the supervision of paid, trained professionals (e.g., child-care centers and schools) may wish to consider separating playgrounds by the facility's age groupings. For example, a child-care facility may wish to limit a playground to toddlers under 2 exclusively and can draw information from this guide and ASTM F2373. A school, on the other hand, may have no children under 4 attending, and can likewise plan appropriately. Those who inspect playgrounds should use the intended age group of the playground.

## 2.2.4 Conflicting activities

The play area should be organized into different sections to prevent injuries caused by conflicting activities and children running between activities. Active, physical activities should be separate from more passive or quiet activities. Areas for playground equipment, open fields, and sand boxes should be located in different sections of the playground. In addition, popular, heavy-use pieces of equipment or activities should be dispersed to avoid crowding in any one area.

Different types of equipment have different use zones that must be maintained. The following are general recommendations for locating equipment within the playground site. Specific use zones for equipment are given in §5.3.

- Moving equipment, such as swings and merry-go-rounds, should be located toward a corner, side, or edge of the play area while ensuring that the appropriate use zones around the equipment are maintained.
- Slide exits should be located in an uncongested area of the playground.
- Composite play structures have become increasingly popular on public playgrounds. Adjacent components on composite structures should be complementary. For example, an access component should not be located in a slide exit zone.

## 2.2.5 Sight lines

Playgrounds that are designed, installed, and maintained in accordance with safety guidelines and standards can still present hazards to children. Playgrounds should be laid out to allow parents or caregivers to keep track of children as they move throughout the playground environment. Visual barriers should be minimized as much as possible. For example, in a park situation, playground equipment should be as visible as possible from park benches. In playgrounds with areas for different ages, the older children's area should be visible from the younger children's area to ensure that caregivers of multiple children can see older children while they are engaged in interactive play with younger ones.

## 2.2.6 Signage and/or labeling

Although the intended user group should be obvious from the design and scale of equipment, signs and/or labels posted in the playground area or on the equipment should give some guidance to supervisors as to the age appropriateness of the equipment.

### 2.2.7 Supervision

The quality of the supervision depends on the quality of the supervisor's knowledge of safe play behavior. Playground designers should be



aware of the type of supervision most likely for their given playground. Depending on the location and nature of the playground, the supervisors may be paid professionals (e.g., childcare, elementary school or park and recreation personnel), paid seasonal workers (e.g., college or high school students), volunteers (e.g., PTA members), or unpaid caregivers (e.g., parents) of the children playing in the playground.

Parents and playground supervisors should be aware that not all playground equipment is appropriate for all children who may use the playground. Supervisors should look for posted

signs indicating the appropriate age of the users and direct children to equipment appropriate for their age. Supervisors may also use the information in Table 1 to determine the suitability of the equipment for the children they are supervising. Toddlers and preschool-age children require more attentive supervision than older children; however, one should not rely on supervision alone to prevent injuries.

Supervisors should understand the basics of playground safety such as:

- Checking for broken equipment and making sure children don't play on it.
- Checking for and removing unsafe modifications, especially ropes tied to equipment, before letting children play.
- Checking for properly maintained protective surfacing.
- Making sure children are wearing foot wear.

**TABLE 1. EXAMPLES OF AGE APPROPRIATE EQUIPMENT**



#### Toddler — Ages 6-23 months

- Climbing equipment under 32" high
- Ramps
- Single file step ladders
- Slides\*
- Spiral slides less than 360°
- Spring rockers
- Stairways
- Swings with full bucket seats



#### Preschool — Ages 2-5 years

- Certain climbers\*\*
- Horizontal ladders less than or equal to 60" high for ages 4 and 5
- Merry-go-rounds
- Ramps
- Rung ladders
- Single file step ladders
- Slides\*
- Spiral slides up to 360°
- Spring rockers
- Stairways
- Swings – belt, full bucket seats (2-4 years) & rotating tire



#### Grade School — Ages 5-12 years

- Arch climbers
- Chain or cable walks
- Free standing climbing events with flexible parts
- Fulcrum seesaws
- Ladders – Horizontal, Rung, & Step
- Overhead rings\*\*\*
- Merry-go-rounds
- Ramps
- Ring treks
- Slides\*
- Spiral slides more than one 360° turn
- Stairways
- Swings – belt & rotating tire
- Track rides
- Vertical sliding poles

\* See §5.3.6

\*\* See §5.3.2

\*\*\* See §5.3.2.5

- Watching and stopping dangerous horseplay, such as children throwing protective surfacing materials, jumping from heights, etc.
- Watching for and stopping children from wandering away from the play area.

- Swinging dual exercise rings and trapeze bars – These are rings and trapeze bars on long chains that are generally considered to be items of athletic equipment and are not recommended for public playgrounds. *NOTE: The recommendation against the use of exercise rings does not apply to overhead hanging rings such as those used in a ring trek or ring ladder (see Figure 7).*

## 2.3 Selecting Equipment

When selecting playground equipment, it is important to know the age range of the children who will be using the playground. Children at different ages and stages of development have different needs and abilities. Playgrounds should be designed to stimulate children and encourage them to develop new skills, but should be in scale with their sizes, abilities, and developmental levels. Consideration should also be given to providing play equipment that is accessible to children with disabilities and encourages integration with in the playground.

Table 1 shows the appropriate age range for various pieces of playground equipment. This is not an all-comprehensive list and, therefore, should not limit inclusion of current or newly designed equipment that is not specifically mentioned. For equipment listed in more than one group, there may be some modifications or restrictions based on age, so consult the specific recommendations in §5.3.

### 2.3.1 Equipment not recommended

Some playground equipment is not recommended for use on public playgrounds, including:

- Trampolines
- Swinging gates
- Giant strides
- Climbing ropes that are not secured at both ends.
- Heavy metal swings (e.g., animal figures) – These are not recommended because their heavy rigid metal framework presents a risk of impact injury.
- Multiple occupancy swings – With the exception of tire swings, swings that are intended for more than one user are not recommended because their greater mass, as compared to single occupancy swings, presents a risk of impact injury.
- Rope swings – Free-swinging ropes that may fray or otherwise form a loop are not recommended because they present a potential strangulation hazard.



## 2.4 Surfacing

The surfacing under and around playground equipment is one of the most important factors in reducing the likelihood of life-threatening head injuries. A fall onto a shock absorbing surface is less likely to cause a serious head injury than a fall onto a hard surface. However, some injuries from falls, including broken limbs, may occur no matter what playground surfacing material is used.

The most widely used test method for evaluating the shock absorbing properties of a playground surfacing material is to drop an instrumented metal headform onto a sample of the material and record the acceleration/time pulse during the impact. Field and laboratory test methods are described in *ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment*.

Testing using the methods described in ASTM F1292 will provide a “critical height” rating of the surface. This height can be considered as an approximation of the fall height below which a life-threatening head injury would not be expected to occur. Manufacturers and installers of playground protective surfacing should provide the critical height rating of their materials. This rating should be greater than or equal to the fall height of the highest piece of equipment on the playground. The fall height of a piece of equipment is the distance between the highest designated play surface on a piece of equipment and the protective surface beneath it. Details for determining the highest designated play surface and fall height on some types of equipment are included in §5 Parts of the Playground.

### 2.4.1 Equipment not covered by protective surfacing recommendations

The recommendations for protective surfacing do not apply to equipment that requires a child to be standing or sitting *at ground level*. Examples of such equipment are:



### Appropriate Surfacing

- Any material tested to ASTM F1292, including unitary surfaces, engineered wood fiber, etc.
- Pea gravel
- Sand
- Shredded/recycled rubber mulch
- Wood mulch (not CCA-treated)
- Wood chips



### Inappropriate Surfacing

- Asphalt
- Carpet not tested to ASTM F1292
- Concrete
- Dirt
- Grass
- CCA treated wood mulch

- Sand boxes
- Activity walls at ground level
- Play houses
- Any other equipment that children use when their feet remain in contact with the ground surface

## 2.4.2 Selecting a surfacing material

There are two options available for surfacing public playgrounds: unitary and loose-fill materials. A playground should never be installed without protective surfacing of some type. Concrete, asphalt, or other hard surfaces should never be directly under playground equipment. Grass and dirt are not considered protective surfacing because wear and environmental factors can reduce their shock absorbing effectiveness. Carpeting and mats are also not appropriate unless they are tested to and comply with ASTM F1292. Loose-fill should be avoided for playgrounds intended for toddlers.

### 2.4.2.1 Unitary surfacing materials

Unitary materials are generally rubber mats and tiles or a combination of energy-absorbing materials held in place by a

binder that may be poured in place at the playground site and then cured to form a unitary shock absorbing surface. Unitary materials are available from a number of different manufacturers, many of whom have a range of materials with differing shock absorbing properties. New surfacing materials, such as bonded wood fiber and combinations of loose-fill and unitary, are being developed that may also be tested to ASTM F1292 and fall into the unitary materials category. When deciding on the best surfacing materials keep in mind that some dark colored surfacing materials exposed to the intense sun have caused blistering on bare feet. Check with the manufacturer if light colored materials are available or provide shading to reduce direct sun exposure.

Persons wishing to install a unitary material as a playground surface should request ASTM F1292 test data from the manufacturer identifying the critical height rating of the desired surface. In addition, site requirements should be obtained from the manufacturer because some unitary materials require installation over a hard surface while others do not. Manufacturer's instructions should be followed closely, as some unitary systems require professional installation. Testing should be conducted in accordance with the ASTM F1292 standard.

#### 2.4.2.2 Loose-fill surfacing materials

Engineered wood fiber (EWF) is a wood product that may look similar in appearance to landscaping mulch, but EWF products are designed specifically for use as a playground safety surface under and around playground equipment. EWF products should meet the specifications in ASTM F2075: *Standard Specification for Engineered Wood Fiber* and be tested to and comply with ASTM F1292.

There are also rubber mulch products that are designed specifically for use as playground surfacing. Make sure they have been tested to and comply with ASTM F1292.

When installing these products, tips 1-9 listed below should be followed. Each manufacturer of engineered wood fiber and rubber mulch should provide maintenance requirements for and test data on:

- Critical height based on ASTM F1292 impact attenuation testing.
- Minimum fill-depth data.
- Toxicity.
- ADA/ABA accessibility guidelines for firmness and stability based on ASTM F1951.

Other loose-fill materials are generally landscaping-type materials that can be layered to a certain depth and resist compacting. Some examples include wood mulch, wood chips, sand, pea gravel, and shredded/recycled rubber mulch.

Important tips when considering loose-fill materials:

1. Loose-fill materials will compress at least 25% over time due to use and weathering. This must be considered when planning the playground. For example, if the playground will require 9 inches of wood chips, then the initial fill level should be 12 inches. See Table 2 below.
2. Loose-fill surfacing requires frequent maintenance to ensure surfacing levels never drop below the minimum depth. Areas under swings and at slide exits are more susceptible to displacement; special attention must be paid to maintenance in these areas. Additionally, wear mats can be installed in these areas to reduce displacement.
3. The perimeter of the playground should provide a method of containing the loose-fill materials.
4. Consider marking equipment supports with a minimum fill level to aid in maintaining the original depth of material.

5. Good drainage is essential to maintaining loose-fill surfacing. Standing water with surfacing material reduces effectiveness and leads to material compaction and decomposition.
6. Critical height may be reduced during winter in areas where the ground freezes.
7. Never use less than 9 inches of loose-fill material except for shredded/recycled rubber (6 inches recommended). Shallower depths are too easily displaced and compacted.
8. Some loose-fill materials may not meet ADA/ABA accessibility guidelines. For more information, contact the Access Board (see §1.6) or refer to ASTM F1951.
9. Wood mulch containing chromated copper arsenate (CCA)-treated wood products should not be used; mulch where the CCA-content is unknown should be avoided (see §2.5.5.1).

Table 2 shows the minimum required depths of loose-fill material needed based on material type and fall height. The depths shown assume the materials have been compressed due to use and weathering and are properly maintained to the given level.

#### 2.4.2.3 Installing loose-fill over hard surface

CPSC staff strongly recommends against installing playgrounds over hard surfaces, such as asphalt, concrete, or hard packed earth, unless the installation adds the following layers of protection. Immediately over the hard surface there should be a 3- to 6-inch base layer of loose-fill (e.g., gravel for drainage). The next layer should be a Geotextile cloth. On top of that should be a loose-fill layer meeting the specifications addressed in §2.4.2.2 and Table 2. Embedded in the loose-fill layer should be impact attenuating mats under high traffic areas, such as under swings, at slide exits, and other places where displacement is likely. Figure 1 provides a visual representation of this information. Older playgrounds that still exist on hard surfacing should be modified to provide appropriate surfacing.

### 2.5 Equipment Materials

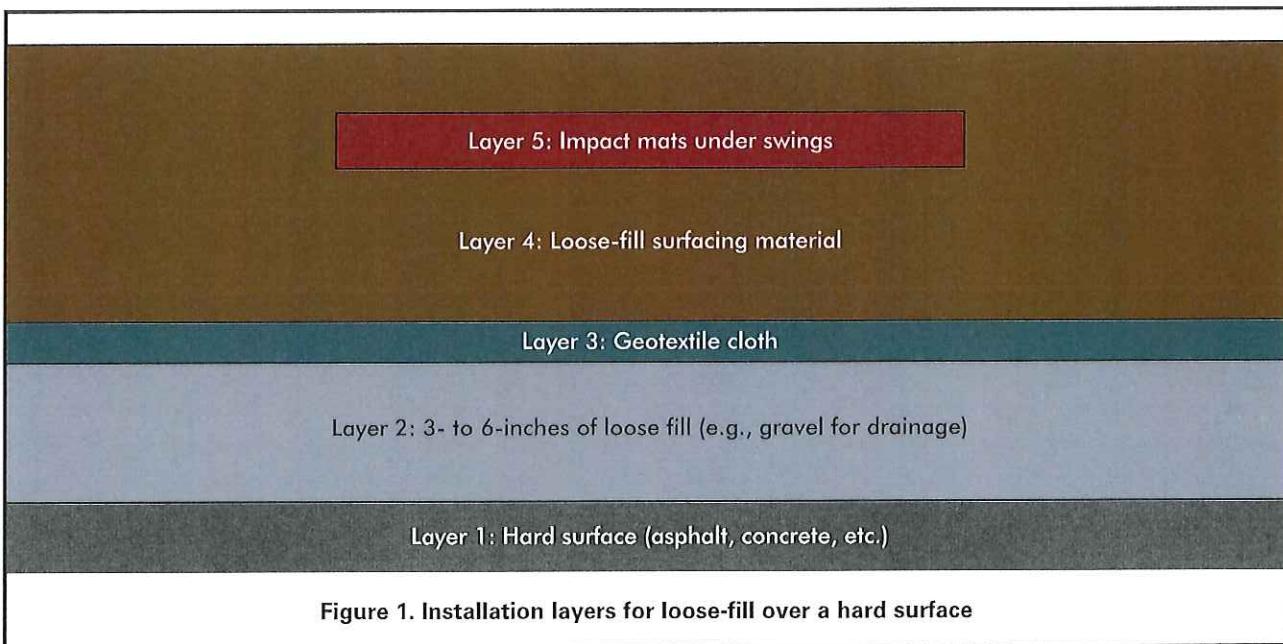
#### 2.5.1 Durability and finish

- Use equipment that is manufactured and constructed only of materials that have a demonstrated record of durability in a playground or similar setting.

**Table 2. Minimum compressed loose-fill surfacing depths**

Inches	Of	(Loose-Fill Material)	Protects to	Fall Height (feet)
6*		Shredded/recycled rubber		10
9		Sand		4
9		Pea Gravel		5
9		Wood mulch (non-CCA)		7
9		Wood chips		10

\* Shredded/recycled rubber loose-fill surfacing does not compress in the same manner as other loose-fill materials. However, care should be taken to maintain a constant depth as displacement may still occur.

**Figure 1. Installation layers for loose-fill over a hard surface**

- Finishes, treatments, and preservatives should be selected carefully so that they do not present a health hazard to users.
- All fasteners, connectors, and covering devices that are exposed to the user should be smooth and should not be likely to cause laceration, penetration, or present a clothing entanglement hazard (see also §3.2 and Appendix B).
- Lock washers, self-locking nuts, or other locking means should be provided for all nuts and bolts to protect them from detachment.
- Hardware in moving joints should also be secured against unintentional or unauthorized loosening.

### 2.5.2 Hardware

When installed and maintained in accordance with the manufacturer's instructions:

- All fasteners, connectors, and covering devices should not loosen or be removable without the use of tools.

- All fasteners should be corrosion resistant and be selected to minimize corrosion of the materials they connect. This is particularly important when using wood treated with ACQ/CBA/CA-B<sup>2</sup> as the chemicals in the wood preservative corrode certain metals faster than others.
- Bearings or bushings used in moving joints should be easy to lubricate or be self-lubricating.
- All hooks, such as S-hooks and C-hooks, should be closed (see also §5.3.8.1). A hook is considered closed if there is no gap or space greater than 0.04 inches, about the thickness of a dime.

### 2.5.3 Metals

- Avoid using bare metal for platforms, slides, or steps. When exposed to direct sunlight they may reach temperatures high enough to cause serious contact burn injuries in a matter of seconds. Use other materials that may reduce the surface temperature, such as but not limited to wood, plastic, or coated metal (see also Slides in §5.3.6).
- If bare or painted metal surfaces are used on platforms, steps, and slide beds, they should be oriented so that the surface is not exposed to direct sun year round.

### 2.5.4 Paints and finishes

- Metals not inherently corrosion resistant should be painted, galvanized, or otherwise treated to prevent rust.
- The manufacturer should ensure that the users cannot ingest, inhale, or absorb potentially hazardous amounts of preservative chemicals or other treatments applied to the equipment as a result of contact with playground equipment.
- All paints and other similar finishes must meet the current CPSC regulation for lead in paint.
- Painted surfaces should be maintained to prevent corrosion and deterioration.
- Paint and other finishes should be maintained to prevent rusting of exposed metals and to minimize children playing with peeling paint and paint flakes.

- Older playgrounds with lead based paints should be identified and a strategy to control lead paint exposure should be developed. Playground managers should consult the October 1996 report, CPSC Staff Recommendations for Identifying and Controlling Lead Paint on Public Playground Equipment, while ensuring that all paints and other similar finishes meet the current CPSC regulation.<sup>3</sup>

## 2.5.5 Wood

- Wood should be either naturally rot- and insect-resistant (e.g., cedar or redwood) or should be treated to avoid such deterioration.
- Creosote-treated wood (e.g., railroad ties, telephone poles, etc) and coatings that contain pesticides should not be used.

### 2.5.5.1 Pressure-treated wood

A significant amount of older playground wood was pressure-treated with chemicals to prevent damage from insects and fungi. Chromated copper arsenate (CCA) was a chemical used for decades in structures (including playgrounds). Since December 31, 2003, CCA-treated wood is no longer processed for use in playground applications. Other rot- and insect-resistant pressure treatments are available that do not contain arsenic; however, when using any of the new treated wood products, be sure to use hardware that is compatible with the wood treatment chemicals. These chemicals are known to corrode certain materials faster than others.

#### *Existing playgrounds with CCA-treated wood*

Various groups have made suggestions concerning the application of surface coatings to CCA-treated wood (e.g., stains and sealants) to reduce a child's potential exposure to arsenic from the wood surface. Data from CPSC staff and EPA studies suggest that regular (at least once a year) use of an oil- or water-based, penetrating sealant or stain can reduce arsenic migration from CCA-treated wood. Installers, builders, and consumers who perform woodworking operations, such as sanding, sawing, or sawdust disposal, on pressure-treated wood should read the consumer information sheet available at the point of sale. This sheet contains important health precautions and disposal information.

<sup>2</sup> Ammoniacal copper quat (ACQ), copper boron azole (CBA), copper azole type B (CA-B), etc.

<sup>3</sup> CPSC Staff Recommendations for Identifying and Controlling Lead Paint on Public Playground Equipment; U.S. Consumer Product Safety Commission: Washington, DC, October 1996.

When selecting wood products and finishes for public playgrounds, CPSC staff recommends:

- Avoid “film-forming” or non-penetrating stains (latex semi-transparent, latex opaque and oil-based opaque stains) on outdoor surfaces because peeling and flaking may occur later, which will ultimately have an impact on durability as well as exposure to the preservatives in the wood.
- Creosote, pentachlorophenol, and tributyl tin oxide are too toxic or irritating and should not be used as preservatives for playground equipment wood.
- Pesticide-containing finishes should not be used.
- CCA-treated wood should not be used as playground mulch.

## 2.6 Assembly and Installation

- Strictly follow *all* instructions from the manufacturer when assembling and installing equipment.
- After assembly and before its first use, equipment should be thoroughly inspected by a person qualified to inspect playgrounds for safety.
- The manufacturer's assembly and installation instructions, and all other materials collected concerning the equipment, should be kept in a permanent file.
- Secure anchoring is a key factor to stable installation, and the anchoring process should be completed in *strict* accordance with the manufacturer's specifications.

## 3. PLAYGROUND HAZARDS

This section provides a broad overview of general hazards that should be avoided on playgrounds. It is intended to raise awareness of the risks posed by each of these hazards. Many of these hazards have technical specifications and tests for compliance with ASTM F1487 and F2373. Some of these tests are also detailed in Appendix B.

### 3.1 Crush and Shearing Points

Anything that could crush or shear limbs should not be accessible to children on a playground. Crush and shear points can be caused by parts moving relative to each other or to a fixed part during a normal use cycle, such as a seesaw.

To determine if there is a possible crush or shear point, consider:

- The likelihood a child could get a body part inside the point, and
- The closing force around the point.

Potential crush/shear hazards specific to certain pieces of equipment are identified in §5.3 Major Types of Playground Equipment.

### 3.2 Entanglement and Impalement

Projections on playground equipment should not be able to entangle children's clothing nor should they be large enough to impale. To avoid this risk:

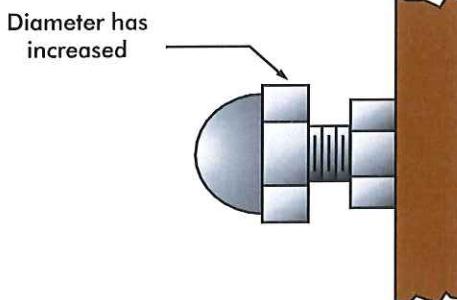
- The diameter of a projection should not increase in the direction away from the surrounding surface toward the exposed end (see Figure 2).
- Bolts should not expose more than two threads beyond the end of the nut (see Figure 3).
- All hooks, such as S-hooks and C-hooks, should be closed (see also §5.3.8.1). A hook is considered closed if there is no gap or space greater than 0.04 inches, about the thickness of a dime.
  - Any connecting device containing an in-fill that completely fills the interior space preventing entry of clothing items into the interior of the device is exempt from this requirement.

- Swings and slides have additional recommendations for projections detailed in §5.3.
- See Appendix B for testing recommendations.

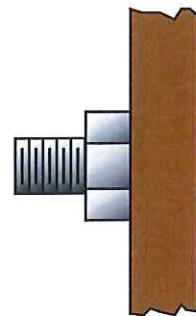
#### 3.2.1 Strings and ropes

Drawstrings on the hoods of jackets, sweatshirts, and other upper body clothing can become entangled in playground equipment, and can cause death by strangulation. To avoid this risk:

- Children should not wear jewelry, jackets or sweatshirts with drawstring hoods, mittens connected by strings through the arms, or other upper body clothing with drawstrings.
- Remove any ropes, dog leashes, or similar objects that have been attached to playground equipment. Children can become entangled in them and strangle to death.



**Figure 2.** Example of a hazardous projection that increases in diameter from plane of initial surface and forms an entanglement hazard and may also be an impalement hazard.



**Figure 3.** Example of a hazardous projection that extends more than 2 threads beyond the nut and forms an impalement/laceration hazard and may also be an entanglement hazard.

- Avoid equipment with ropes that are not secured at both ends.
- The following label, or a similar sign or label, can be placed on or near slides or other equipment where potential entanglements may occur.



### 3.3 Entrapment

#### 3.3.1 Head entrapment

Head entrapment is a serious concern on playgrounds, since it could lead to strangulation and death. A child's head may become entrapped if the child enters an opening either feet first or head first. Head entrapment by head-first entry generally occurs when children place their heads through an

opening in one orientation, turn their heads to a different orientation, then are unable to get themselves out. Head entrapment by feet first entry involves children who generally sit or lie down and slide their feet into an opening that is large enough to permit their bodies to go through but is not large enough to permit their heads to go through. A part or a group of parts should not form openings that could trap a child's head. Also, children should not wear their bicycle helmets while on playground equipment. There have been recent head entrapment incidents in which children wearing their bicycle helmets became entrapped in spaces that would not normally be considered a head entrapment.

Certain openings could present an entrapment hazard if the distance between any interior opposing surfaces is greater than 3.5 inches and less than 9 inches. These spaces should be tested as recommended in Appendix B. When one dimension of an opening is within this range, all dimensions of the opening should be considered together to evaluate the possibility of entrapment. Even openings that are low enough for children's feet to touch the ground can present a risk of strangulation for an entrapped child. (See Figure 4). Younger children may not have the necessary intellectual ability or motor skills to reverse the process that caused their heads to become trapped, especially if they become scared or panicked.

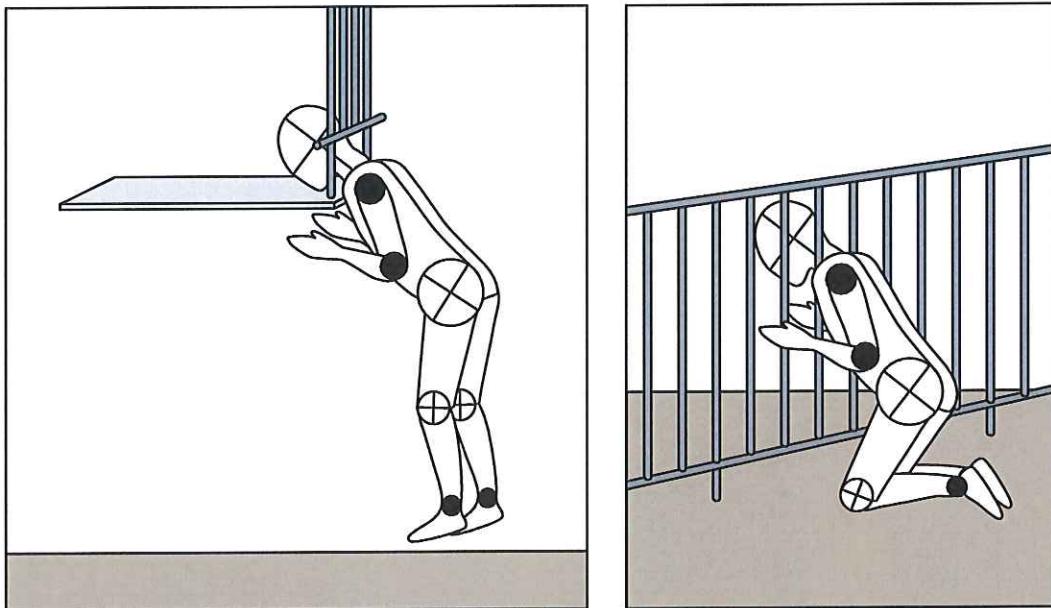
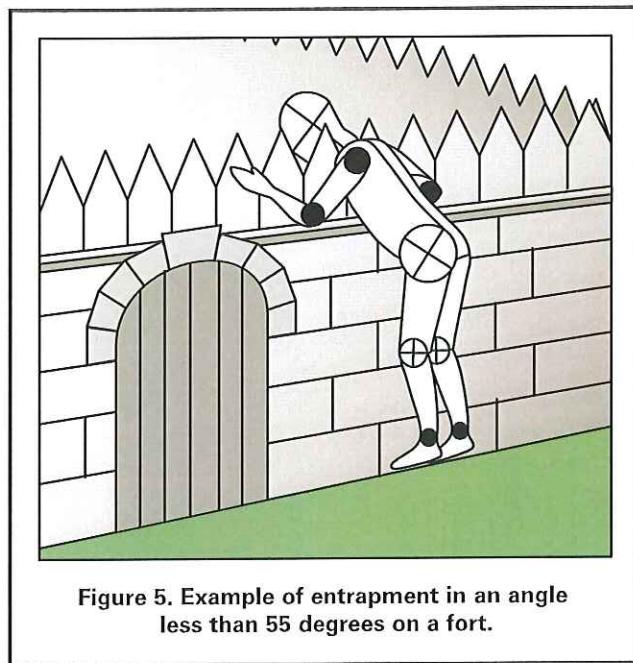


Figure 4. Examples of entrapment below a barrier and between the vertical bars of a barrier.



**Figure 5. Example of entrapment in an angle less than 55 degrees on a fort.**

### 3.3.2 Partially bound openings and angles

Children can become entrapped by partially bound openings, such as those formed by two or more playground parts.

- Angles formed by two accessible adjacent parts should be greater than 55 degrees unless the lowest leg is horizontal or below horizontal.
- Use the partially-bound opening test in Appendix B to identify hazardous angles and other partially-bound openings.

### 3.4 Sharp Points, Corners, and Edges

Sharp points, corners, or edges on any part of the playground or playground equipment may cut or puncture a child's skin. Sharp edges can cause serious lacerations if protective measures are not taken. To avoid the risk of injury from sharp points, corners and edges:

- Exposed open ends of all tubing not resting on the ground or otherwise covered should be covered by caps or plugs that cannot be removed without the use of tools.
- Wood parts should be smooth and free from splinters.
- All corners, metal and wood, should be rounded.
- All metal edges should be rolled or have rounded capping.

- There should be no sharp edges on slides. Pay special attention to metal edges of slides along the sides and at the exit (see also §5.3.6.4).
- If steel-belted radials are used as playground equipment, they should be closely examined regularly to ensure that there are no exposed steel belts/wires.
- Conduct frequent inspections to help prevent injuries caused by splintered wood, sharp points, corners, or edges that may develop as a result of wear and tear on the equipment.

### 3.5 Suspended Hazards

Children using a playground may be injured if they run into or trip over suspended components (such as cables, wires, ropes, or other flexible parts) connected from one piece of the playground equipment to another or hanging to the ground. These suspended components can become hazards when they are within 45 degrees of horizontal and are less than 7 feet above the protective surfacing. To avoid a suspended hazard, suspended components:

- Should be located away from high traffic areas.
- Should either be brightly colored or contrast with the surrounding equipment and surfacing.
- Should not be able to be looped back on themselves or other ropes, cables, or chains to create a circle with a 5 inch or greater perimeter.
- Should be fastened at both ends unless they are 7 inches or less long or attached to a swing seat.

These recommendations do not apply to swings, climbing nets, or if the suspended component is more than 7 feet above the protective surfacing and is a minimum of one inch at its widest cross-section dimension.

### 3.6 Tripping Hazards

Play areas should be free of tripping hazards (i.e., sudden change in elevations) to children who are using a playground. Two common causes of tripping are anchoring devices for playground equipment and containment walls for loose-fill surfacing materials.

- All anchoring devices for playground equipment, such as concrete footings or horizontal bars at the bottom of flexible climbers, should be installed below ground level

and beneath the base of the protective surfacing material. This will also prevent children from sustaining additional injuries from impact if they fall on exposed footings.

- Contrasting the color of the surfacing with the equipment color can contribute to better visibility.
- Surfacing containment walls should be highly visible.
- Any change of elevation should be obvious.
- Contrasting the color of the containment barrier with the surfacing color can contribute to better visibility.

- Steel-belted radials should be closely examined regularly to ensure that there are no exposed steel belts/wires.
- Care should be taken so that the tire does not collect water and debris; for example, providing drainage holes on the underside of the tire would reduce water collection.
- Recycled tire rubber mulch products should be inspected before installation to ensure that all metal has been removed.

In some situations, plastic materials can be used as an alternative to simulate actual automobile tires.

### **3.7 Used Tires**

Used automobile and truck tires are often recycled as playground equipment, such as tire swings or flexible climbers, or as a safety product such as cushioning under a seesaw or shredded as protective surfacing. When recycling tires for playground use:

## 4. MAINTAINING A PLAYGROUND

Inadequate maintenance of equipment has resulted in injuries on playgrounds. Because the safety of playground equipment and its suitability for use depend on good inspection and maintenance, the manufacturer's maintenance instructions and recommended inspection schedules should be strictly followed. If manufacturer's recommendations are not available, a maintenance schedule should be developed based on actual or anticipated playground use. Frequently used playgrounds will require more frequent inspections and maintenance.

### 4.1 Maintenance Inspections

A comprehensive maintenance program should be developed for each playground. All playground areas and equipment should be inspected for excessive wear, deterioration, and any potential hazards, such as those shown in Table 3. One possible procedure is the use of checklists. Some manufacturers supply checklists for general or detailed inspections with their maintenance instructions. These can be used to ensure that inspections are in compliance with the manufacturer's specifications. If manufacturer-provided inspection guidelines are not available, a general checklist that may be used as a guide for frequent routine inspections of public playgrounds is included at Appendix A. This is intended to address only general maintenance concerns. Detailed inspections should give special attention to moving parts and other parts that can be expected to wear. Maintenance inspections should be carried out in a systematic manner by personnel familiar with the playground, such as maintenance workers, playground supervisors, etc.

### 4.2 Repairs

Inspections alone do not constitute a comprehensive maintenance program. Any problems found during the inspection should be noted and fixed as soon as possible.

- All repairs and replacements of equipment parts should be completed following the manufacturer's instructions.
- User modifications, such as loose-ended ropes tied to elevated parts, should be removed immediately.
- For each piece of equipment, the frequency of thorough

**Table 3. Routine inspection and maintenance issues**

- Broken equipment such as loose bolts, missing end caps, cracks, etc.
- Broken glass & other trash
- Cracks in plastics
- Loose anchoring
- Hazardous or dangerous debris
- Insect damage
- Problems with surfacing
- Displaced loose-fill surfacing (see Section 4.3)
- Holes, flakes, and/or buckling of unitary surfacing
- User modifications (such as ropes tied to parts or equipment rearranged)
- Vandalism
- Worn, loose, damaged, or missing parts
- Wood splitting
- Rusted or corroded metals
- Rot

inspections will depend on the type and age of equipment, the amount of use, and the local climate.

- Consult the manufacturer for maintenance schedules for each piece of equipment. Based on these schedules, a maintenance schedule for the entire playground can be created. This routine maintenance schedule should not replace regular inspections.

### 4.3 Maintaining Loose-Fill Surfacing

Loose-fill surfacing materials require special maintenance. High-use public playgrounds, such as child care centers and schools, should be checked frequently to ensure surfacing has not displaced significantly, particularly in areas of the playground most subject to displacement (e.g., under swings and slide exits). This can be facilitated by marking ideal surfacing depths on equipment posts. Displaced loose-fill

surfacing should be raked back into proper place so that a constant depth is maintained throughout the playground. Impact attenuating mats placed in high traffic areas, such as under swings and at slide exits, can significantly reduce displacement. They should be installed below or level with surfacing so as not to be a tripping hazard.

The following are key points to look for during regular checks of surfacing:

- Areas under swings and at slide exits. Activity in these areas tends to displace surfacing quickly. Rake loose-fill back into place.
- Pooling water on mulch surfacing. For example, wet mulch compacts faster than dry, fluffy mulch. If puddles are noticed regularly, consider addressing larger drainage issues.
- Frozen surfacing. Most loose-fill surfacing that freezes

solid no longer functions as protective surfacing. Even if the first few inches may be loose, the base layer may be frozen and the impact attenuation of the surfacing may be significantly reduced. It is recommended that children not play on the equipment under these conditions.

#### **4.4 Recordkeeping**

Records of all maintenance inspections and repairs should be retained, including the manufacturer's maintenance instructions and any checklists used. When any inspection is performed, the person performing it should sign and date the form used. A record of any accident and injury reported to have occurred on the playground should also be retained. This will help identify potential hazards or dangerous design features that should be corrected.

## 5. PARTS OF THE PLAYGROUND

### 5.1 Platforms, Guardrails and Protective Barriers

#### 5.1.1 Platforms

- Platforms should be generally flat (i.e., within  $\pm 2^\circ$  of horizontal).
- Openings in platforms should be provided to allow for drainage.
- Platforms should minimize the collection of debris.
- Platforms intended for toddlers should be no more than 32 inches from the ground.

#### 5.1.2 Stepped platforms

On some composite structures, platforms are layered or tiered so that a child may access the higher platform without steps or ladders. Unless there is an alternate means of access/egress, the maximum difference in height between stepped platforms should be:

- Toddlers: 7 inches.
- Preschool-age: 12 inches.
- School-age: 18 inches.

An access component (such as a rung) is needed if the difference in height is more than 12 inches for preschool-age and 18 inches for school-age children.

The space between the stepped platforms should follow the recommendations to minimize entrapment hazards in enclosed openings:

- Toddlers: if the space is less than 7 inches, infill should be used to reduce the space to less than 3.0 inches.
- Preschool-age: if the space exceeds 9 inches and the height of the lower platform above the protective surfacing exceeds 30 inches, infill should be used to reduce the space to less than 3.5 inches.
- School-age: if the space exceeds 9 inches and the height of the lower platform above the protective surfacing exceeds 48 inches, infill should be used to reduce the space to less than 3.5 inches.

#### 5.1.2.1 Fall height

- The fall height of a platform is the distance between the top of the platform and the protective surfacing beneath it.

#### 5.1.3 Guardrails and protective barriers

Guardrails and protective barriers are used to minimize the likelihood of accidental falls from elevated platforms. Protective barriers provide greater protection than guardrails and should be designed to discourage children from climbing over or through the barrier. Guardrails and barriers should:

- Completely surround any elevated platform.
- Except for entrance and exit openings, the maximum clearance opening without a top horizontal guardrail should be 15 inches.
- Prevent unintentional falls from the platform.
- Prevent the possibility of entrapment.
- Facilitate supervision.

For example:

- Guardrails may have a horizontal top rail with infill consisting of vertical bars having openings that are greater than 9 inches. These openings do not present an entrapment hazard but do not prevent a child from climbing through the openings.
- A barrier should minimize the likelihood of passage of a child during deliberate attempts to defeat the barrier. Any openings between uprights or between the platform surface and lower edge of a protective barrier should prevent passage of the small torso template (see test in B.2.5).

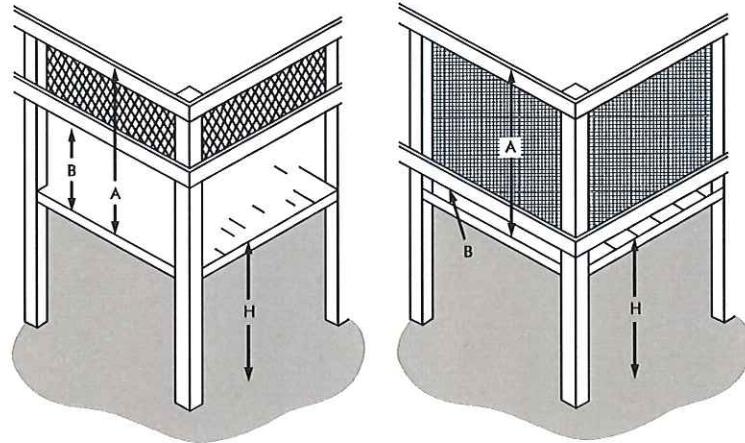
Guardrails or protective barriers should be provided on elevated platforms, walkways, landings, stairways, and transitional surfaces. In general, the younger the child, the less coordination and balance they have, therefore the more vulnerable they are to unintentional falls. Toddlers are the most vulnerable, and equipment intended for this age should use barriers on all elevated walking surfaces above 18 inches. Physical skills develop further in preschool-age children and then more with school-age children; therefore, minimum elevation recommendations for guardrails and barriers increase with each age group.

Guardrails and barriers should be high enough to prevent the tallest children from falling over the top. For guardrails, the lower edge should be low enough so that the smallest children cannot walk under it. Barriers should be low enough to prevent the smallest child from getting under the barrier in any way. This is generally done by designing the barrier so that the small torso probe (see test methods in Appendix B) cannot pass under or through the barrier. Vertical infill for protective barriers may be preferable for younger children because the vertical components can be grasped at whatever height a child chooses as a handhold.

Guardrail and barrier recommendations are shown in Table 4. However, the recommendations do not apply if the guardrail or barrier would interfere with the intended use of the equipment, such as:

- Climbing equipment
- Platforms layered so that the fall height is:
  - Toddlers: 7 inches or less.
  - Preschool-age: 20 inches or less.
  - School-age: 30 inches or less.

**Table 4. Guardrails and Barriers**



	Guardrail	Barrier
Protects against accidental falls from platform	Yes	Yes
Discourages climbing over	No	Yes
Protects against climbing through	No	Yes
<b>Toddlers</b>		
A Top edge distance from platform	Not recommended	$A = 24"$ or higher
B Bottom edge distance from platform	Not recommended	$B < 3"$
H Recommended when platform fall height is:	Not recommended	$H = 18"$ or higher
<b>Preschool-age</b>		
A Top edge distance from platform	$A = 29"$ or higher	$A = 29"$ or higher
B Bottom edge distance from platform	$9" < B \leq 23"$	$B < 3.5"$
H Recommended when platform fall height is:	$20" < H \leq 30"$	$H > 30"$
<b>School-age</b>		
A Top edge distance from platform	$A = 38"$ or higher	$A = 38"$ or higher
B Bottom edge distance from platform	$9" < B \leq 28"$	$B < 3.5"$
H Recommended when platform fall height is:	$30" < H \leq 48"$	$H > 48"$

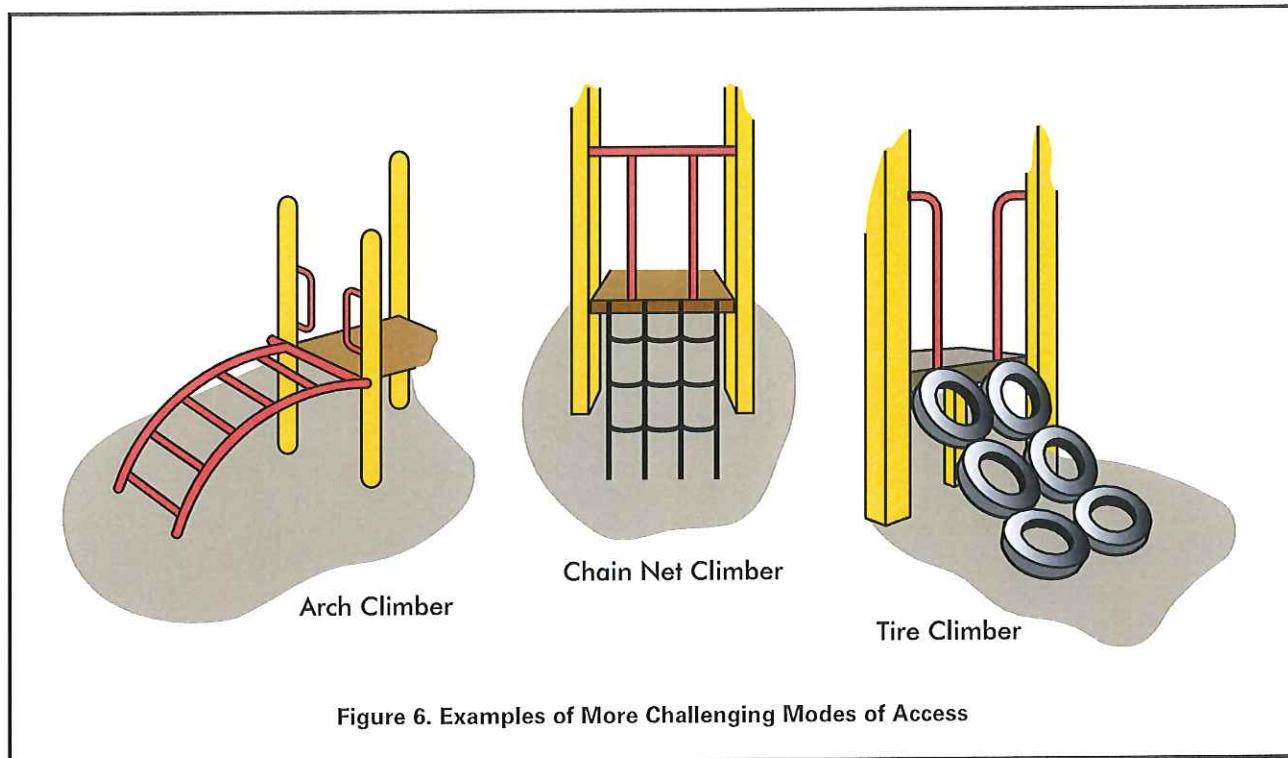


Figure 6. Examples of More Challenging Modes of Access

## 5.2 Access Methods to Play Equipment

Access to playground equipment can take many forms, such as conventional ramps, stairways with steps, and ladders with steps or rungs. Access may also be by means of climbing components, such as arch climbers, climbing nets, and tire climbers (see Figure 6).

As children develop, they gain better balance and coordination, so it is important to pick appropriate access methods based on the age group. Table 5 shows the most common methods of access and the youngest appropriate age group.

Access to platforms over 6 feet high (except for free-standing slides) should provide an intermediate standing surface so that the child can pause and make a decision to keep going up or find another way down. Children generally master access before egress, that is, they can go up before they can get back down a difficult component. Therefore, if there are more difficult access methods, it is important to have easier components for egress.

**Table 5. Methods of access and egress**

Method of Access	Challenge Level	Appropriate for
Ramps	Easiest	Toddlers +
Straight stairways	Easy	Toddlers +
Spiral stairways	Moderate	Toddlers* +
Step ladders	Moderate	15 months* +
Rung ladders	Moderate	Preschool* +
Arch climbers	Difficult	Preschool* +
Flexible climbers (nets, tires)	Difficult	Preschool* +

\* only if an easy egress method is also provided

### 5.2.1 Ramps, stairways, rung ladders, and step ladders

Ramps, stairways, rung ladders, and step ladders each have different recommendations for slope and tread dimension, but the steps or rungs always should be evenly spaced - even the spacing between the top step or rung and the surface of the platform. Table 6 contains recommended dimensions for: access slope; tread or rung width; tread depth; rung diameter; and vertical rise for rung ladders, step ladders, and stairways. Table 6 also contains slope and width recommendations for ramps. However, these recommendations are not intended to address ramps designed for access by wheelchairs.

- Openings between steps or rungs and between the top step or rung and underside of a platform should prevent entrapment.

- When risers are closed, treads on stairways and ladders should prevent the accumulation of sand, water, or other materials on or between steps.
- Climbing equipment should allow children to descend as easily as they ascend. One way of implementing this recommendation is to provide an easier, alternate means of descent, such as another mode of egress, a platform, or another piece of equipment. For example, a stairway can be added to provide a less challenging mode of descent than a vertical rung ladder or flexible climbing device (see Table 5).
- For toddlers and preschool-age children, offering an easy way out is particularly important since their ability to descend climbing components develops later than their ability to climb up the same components.

**Table 6. Recommended dimensions for access ladders, stairs, and ramps\***

Type of Access	AGE OF INTENDED USER		
	Toddler	Preschool-age	School-age
<i>Ramps (not intended to meet ADA/ABA specifications)</i>			
Slope (vertical:horizontal)	< 1:8	≤ 1:8	≤ 1:8
Width (single)	≥ 19"	≥ 12"	≥ 16"
Width (double)	≥ 30"	≥ 30"	≥ 36"
<i>Stairways</i>			
Slope	≤ 35°	≤ 50°	< 50°
Tread width (single)	12-21"	≥ 12"	≥ 16"
Tread width (double)	≥ 30"	≥ 30"	≥ 36"
Tread depth (open riser)	Not appropriate	≥ 7"	≥ 8"
Tread depth (closed riser)	≥ 8"	≥ 7"	≥ 8"
Vertical rise	≤ 7"	≤ 9"	≤ 12"
<i>Step ladders</i>			
Slope	35-65°	50-75°	50-75°
Tread width (single)	12-21"	12-21"	≥ 16"
Tread width (double)	Not appropriate	Not appropriate	≥ 36"
Tread depth (open riser)	Not appropriate	≥ 7"	≥ 3"
Tread depth (closed riser)	8"	≥ 7"	≥ 6"
Vertical rise	> 5" and ≤ 7"	≤ 9"	≤ 12"
<i>Rung ladders</i>			
Slope	Not appropriate	75-90°	75-90°
Rung width	Not appropriate	≥ 12"	≥ 16"
Vertical rise	Not appropriate	≤ 12"	≤ 12"
Rung diameter	Not appropriate	0.95-1.55"	0.95-1.55"

\* entrapment recommendations apply to all openings in access components

### **5.2.2 Rungs and other hand gripping components**

Unlike steps of stairways and step ladders that are primarily for foot support, rungs can be used for both foot and hand support.

- Rungs with round shapes are easiest for children to grip.
- All hand grips should be secured in a manner that prevents them from turning.
- Toddlers:
  - Handrails or other means of hand support should have a diameter or maximum cross-section between 0.60 and 1.20 inches.
  - A diameter or maximum cross-section of 0.90 inches is preferred to achieve maximal grip strength and benefit the weakest children.
- Preschool- and school-age:
  - Rungs, handrails, climbing bars, or other means of hand support intended for holding should have a diameter or maximum cross-section between 0.95 and 1.55 inches.
  - A diameter or maximum cross-section of 1.25 inches is preferred to achieve maximal grip strength and benefit the weakest children.

### **5.2.3 Handrails**

Handrails on stairways and step ladders are intended to provide hand support and to steady the user. Continuous handrails extending over the full length of the access should be provided on both sides of all stairways and step ladders, regardless of the height of the access. Rung ladders do not require handrails since rungs or side supports provide hand support on these more steeply inclined accesses.

#### **5.2.3.1 Handrail height**

Handrails should be available for use at the appropriate height, beginning with the first step. The vertical distance between the top front edge of a step or ramp surface and the top surface of the handrail above it should be as follows:

- Toddlers: between 15 and 20 inches.
- Preschool-age: between 22 and 26 inches.
- School-age: between 22 and 38 inches.

### **5.2.4 Transition from access to platform**

Handrails or handholds are recommended at all transition points (the point where the child must move from the access component to the play structure platform).

- The handhold should provide support from the access component until the child has fully achieved the desired posture on the platform.
- Any opening between a handrail and an adjacent vertical structure (e.g., vertical support post for a platform or vertical slat of a protective barrier) should not pose an entrapment hazard.
- Access methods that do not have handrails, such as rung ladders, flexible climbers, arch climbers, and tire climbers, should provide hand supports for the transition between the top of the access and the platform.

## **5.3 Major Types of Playground Equipment**

### **5.3.1 Balance beams**

- Balance beams should be no higher than:
- Toddlers: not recommended.
- Preschool-age: 12 inches.
- School-age: 16 inches.

#### **5.3.1.1 Fall height**

The fall height of a balance beam is the distance between the top of the walking surface and the protective surfacing beneath it.

### **5.3.2 Climbing and upper body equipment**

Climbing equipment is generally designed to present a greater degree of physical challenge than other equipment on public playgrounds. This type of equipment requires the use of the hands to navigate up or across the equipment. “Climbers” refers to a wide variety of equipment, such as but not limited to:

- Arch climbers
- Dome climbers
- Flexible climbers (usually chain or net)
- Parallel bars
- Sliding poles



Simple Arch Climber



Geodesic Dome Climber



Overhead Horizontal Ladder



Overhead Loop Ladder

Figure 7. Examples of climbers

- Spiral climbers
- Upper body equipment (horizontal overhead ladders, overhead rings, track ride).

School-age children tend to use climbing and upper body equipment more frequently and more proficiently than preschool children. Young preschool children may have difficulty using some climbers because they have not yet developed some of the physical skills necessary for certain climbing activities (balance, coordination, and upper body strength). Older preschool children (i.e., 4- and 5-year-olds) are beginning to use flexible climbers, arch climbers, and upper body devices.

### 5.3.2.1 Design considerations

#### 5.3.2.1.1 Layout of climbing components

When climbing components are part of a composite structure, their level of challenge and method of use should be compatible with the traffic flow from nearby components. Upper body devices should be placed so that the swinging movement generated by children on this equipment cannot interfere with the movement of children on adjacent structures, particularly children descending on slides. The design of adjacent play structures should not facilitate climbing to the top support bars of upper body equipment.

#### 5.3.2.1.2 Fall Height

Climbers:

- Unless otherwise specified in this section, the fall height for climbers is the distance between the highest part of the climbing component and the protective surfacing beneath it.
- If the climber is part of a composite structure, the fall height is the distance between the highest part of the climber intended for foot support and the protective surfacing beneath it.
  - Toddlers: The maximum fall height for free standing and composite climbing structures should be 32 inches.

Upper Body Equipment:

- The fall height of upper body equipment is the distance between the highest part of the equipment and the protective surface below.

#### 5.3.2.1.3 Climbing rungs

Some of the access methods discussed in §5.2 are also considered climbing devices; therefore, the recommendations for the size of climbing rungs are similar.

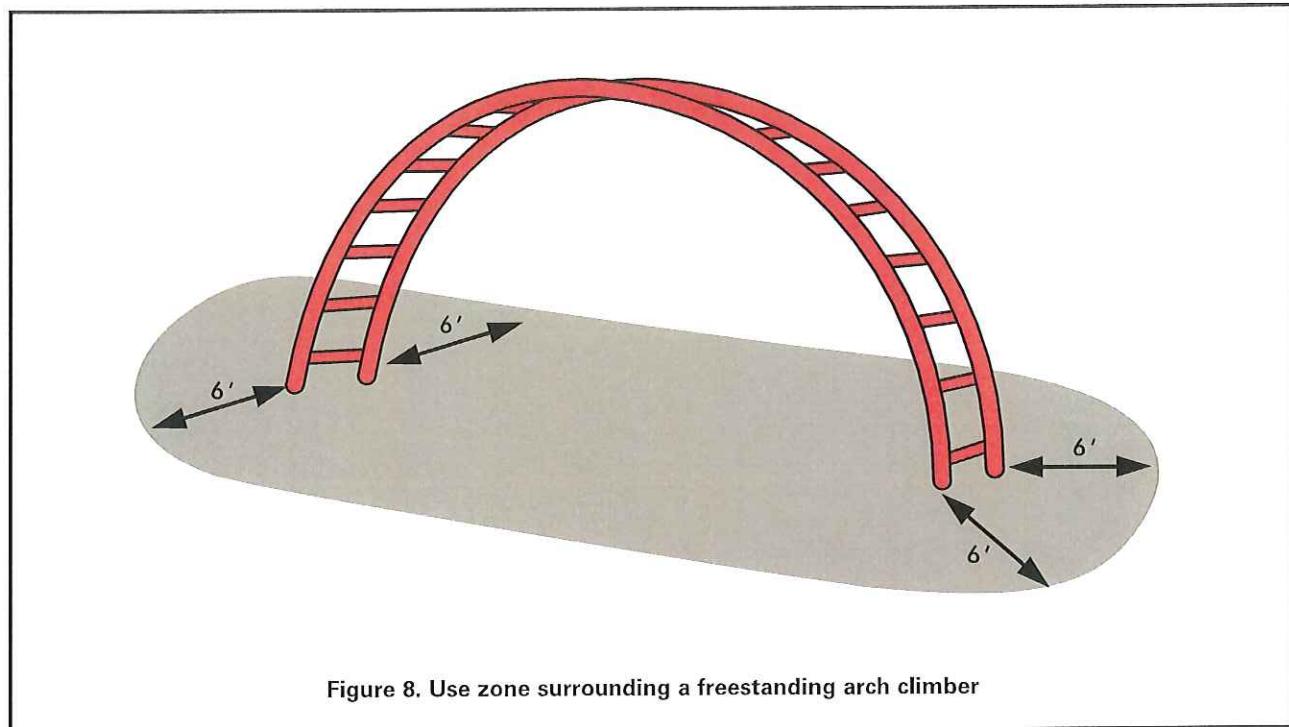


Figure 8. Use zone surrounding a freestanding arch climber

- Rungs should be generally round.
- All rungs should be secured in a manner that prevents them from turning.
- Climbing rungs should follow the same diameter recommendations as in §5.2.2.

#### 5.3.2.1.4 Use zone

- The use zone should extend a minimum of 6 feet in all directions from the perimeter of the stand alone climber. See Figure 8.
- The use zone of a climber may overlap with neighboring equipment if the other piece of equipment allows overlapping use zones and
  - There is at least 6 feet between equipment when adjacent designated play surfaces are no more than 30 inches high; or
  - There is at least 9 feet between equipment when adjacent designated play surfaces are more than 30 inches high.

#### 5.3.2.1.5 Other considerations

- Climbers should not have climbing bars or other rigid structural components in the interior of the climber onto

which a child may fall from a height of greater than 18 inches. See Figure 9 for an example of a climber that DOES NOT follow this consideration.

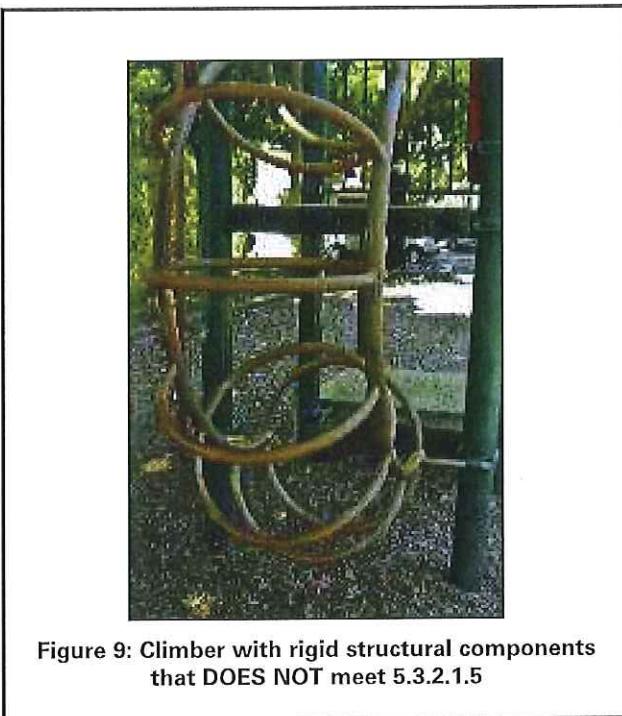


Figure 9: Climber with rigid structural components that DOES NOT meet 5.3.2.1.5

### 5.3.2.2 Arch climbers

Arch climbers consist of rungs attached to convex side supports. They may be free standing (Figure 10) or be provided as a more challenging means of access to other equipment (Figure 11).

- Arch climbers should not be used as the sole means of access to other equipment for preschoolers.
- Free standing arch climbers are not recommended for toddlers or preschool-age children.
- The rung diameter and spacing of rungs on arch climbers should follow the recommendations for rung ladders in Table 6.

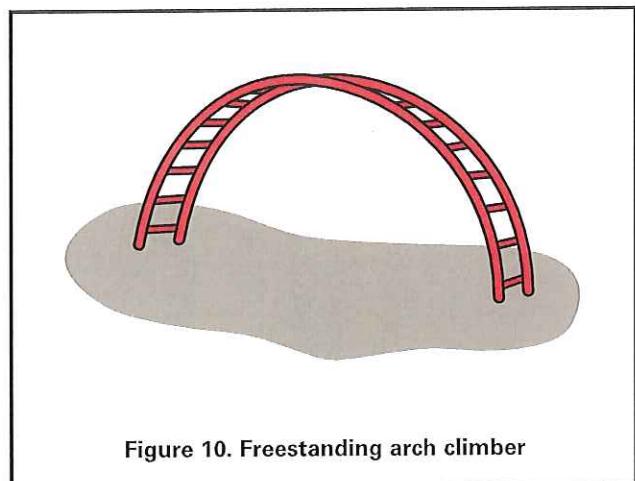


Figure 10. Freestanding arch climber

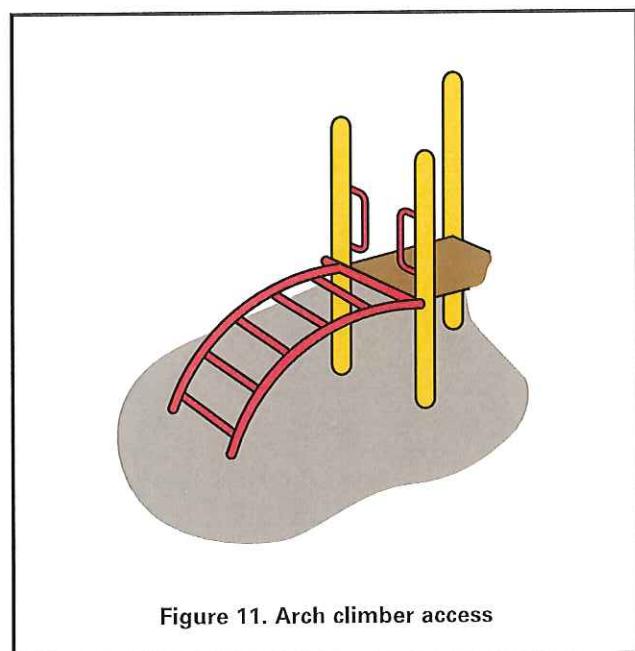


Figure 11. Arch climber access

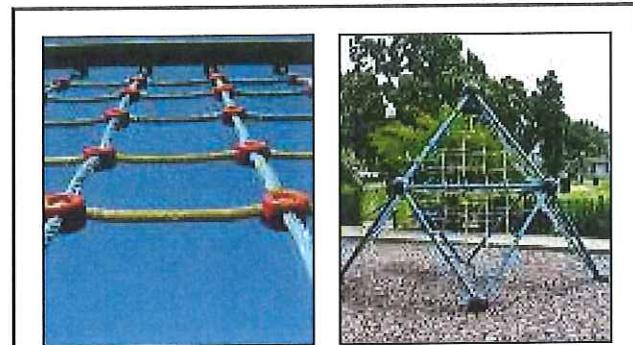


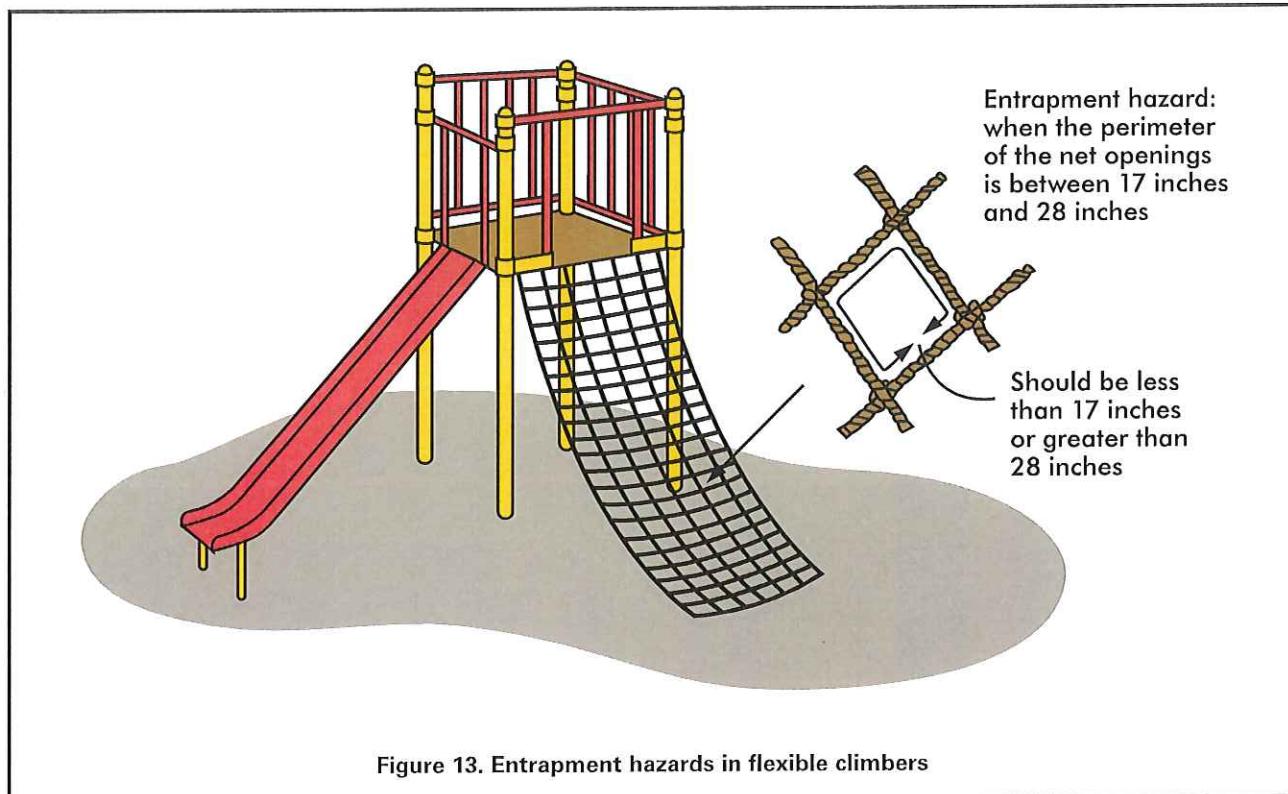
Figure 12. Examples of two- and three-dimensional flexible climbers

### 5.3.2.3 Flexible climbers

Flexible climbers use a grid of ropes, chains, cables, or tires for climbing. Since the flexible parts do not provide a steady means of support, flexible climbers require more advanced balance abilities than rigid climbers.

Rope, chain, and cable generally form a net-like structure that may be either two or three dimensional. See Figure 12. Tire climbers may have the tires secured tread-to-tread to form a sloping grid, or the tires may be suspended individually by chains or other means.

- Flexible climbers that provide access to platforms should be securely anchored at both ends.
- When connected to the ground, the anchoring devices should be installed below ground level and beneath the base of the protective surfacing material.
- Connections between ropes, cables, chains, or between tires should be securely fixed.
- Flexible climbers are not recommended as the sole means of access to equipment intended for toddlers and preschool-age children.
- Free-standing flexible climbers are not recommended on playgrounds intended for toddlers and preschool children.
- Spacing between the horizontal and vertical components of a climbing grid should not form entrapment hazards.
- The perimeter of any opening in a net structure should be less than 17 inches or greater than 28 inches (see Figure 13).



#### 5.3.2.4 Horizontal (overhead) ladders

Horizontal (overhead) ladders are a type of climber designed to build upper body strength. They are designed to allow children to move across the ladder from end to end using only their hands.

Four-year-olds are generally the youngest children able to use upper body devices like these; therefore, horizontal ladders should not be used on playgrounds intended for toddlers and 3-year-olds. The recommendations below are designed to accommodate children 4 through 12 years.

- The first handhold on either end of upper body equipment should not be placed directly above the platform or climbing rung used for mount or dismount. This minimizes the risk of children impacting rigid access structures if they fall from the first handhold during mount or dismount.
- The horizontal distance out to the first handhold should be:
  - No greater than 10 inches but not directly above the platform when access is from a platform.
  - At least 8 inches but no greater than 10 inches when access is from climbing rungs.
- The space between adjacent rungs of overhead ladders should be greater than 9 inches to prevent entrapment.
- Horizontal ladders intended for preschool-age children should have rungs that are parallel to one another and evenly spaced.
- The maximum height of a horizontal ladder (i.e., measured from the center of the grasping device to the top of the protective surfacing below) should be:
  - Preschool-age (4 and 5 years): no more than 60 inches.
  - School-age: no more than 84 inches.
- The center-to-center spacing of horizontal ladder rungs should be as follows:
  - Preschool-age (4 and 5 years): no more than 12 inches.
  - School-age: no more than 15 inches.
- The maximum height of the take-off/landing platform above the protective surfacing should be:
  - Preschool-age (4 and 5 years): no more than 18 inches.
  - School-age: no more than 36 inches.

### 5.3.2.5 Overhead rings

Overhead rings are similar to horizontal ladders in terms of the complexity of use. Therefore, overhead rings should not be used on playgrounds intended for toddlers and 3-year-olds. The recommendations below are designed to accommodate children 4 through 12 years of age.

Overhead rings differ from horizontal ladders because, during use, the gripped ring swings through an arc and reduces the distance to the gripping surface of the next ring; therefore, the spacing distance recommendations for horizontal ladders do not apply.

- The first handhold on either end of upper body equipment should not be placed directly above the platform or climbing rung used for mount or dismount. This minimizes the risk of children hitting rigid access structures if they fall from the first handhold during mount or dismount.
- The horizontal distance out to the first handhold should be:
  - No greater than 10 inches but not directly above the platform when access is from a platform.
  - At least 8 inches but no greater than 10 inches when access is from climbing rungs.
- The maximum height of overhead rings measured from the center of the grasping device to the protective surfacing should be:
  - Preschool-age (4 and 5 years): 60 inches.
  - School-age: 84 inches.
- If overhead swinging rings are suspended by chains, the maximum length of the chains should be 7 inches.
- The maximum height of the take-off/landing platform above the protective surfacing should be:
  - Preschool-age (4 and 5 years): no more than 18 inches.
  - School-age: no more than 36 inches.

### 5.3.2.6 Sliding poles

Vertical sliding poles are more challenging than some other types of climbing equipment. They require upper body strength and coordination to successfully slide down the pole. Unlike other egress methods, there is no reverse or stop, so a child cannot change his or her mind. Children who start a sliding pole must have the strength to slide the whole way or they will fall.

- Sliding poles are not recommended for toddlers or preschool-age children since they generally don't have the upper body and/or hand strength to slide.

- Sliding poles should be continuous with no protruding welds or seams along the sliding surface.
- The pole should not change direction along the sliding portion.
- The horizontal distance between a sliding pole and any structure used for access to the sliding pole should be between 18 inches and 20 inches.
- The pole should extend at least 60 inches above the level of the platform or structure used for access to the sliding pole.
- The diameter of sliding poles should be no greater than 1.9 inches.
- Sliding poles and their access structures should be located so that traffic from other events will not interfere with the users during descent.
- Upper access should be on one level only.
- The upper access area through the guardrail or barrier should be 15 inches wide at most.

### 5.3.2.6.1 Fall height

- For sliding poles accessed from platforms, the fall height is the distance between the platform and the protective surfacing beneath it.
- For sliding poles not accessed from platforms, the fall height is the distance between a point 60 inches below the highest point of the pole and the protective surfacing beneath it.
- The top of the sliding pole's support structure should not be a designated play surface.

### 5.3.2.7 Track rides

Track rides are a form of upper body equipment where the child holds on to a handle or other device that slides along a track above his or her head. The child then lifts his or her feet and is carried along the length of the track. Track rides require significant upper body strength and the judgment to know when it is safe to let go. These are skills not developed until children are at least school-age; therefore, CPSC staff recommends:

- Track rides should not be used on playgrounds for toddlers and preschool-age children.
- Track rides should not have any obstacles along the path of the ride, including anything that would interfere in the take-off or landing areas.

- Two track rides next to each other should be at least 4 feet apart.
- The handle should be between 64 inches and 78 inches from the surfacing and follow the gripping recommendations in §5.2.2.
- Nothing should ever be tied or attached to any moving part of a track ride.
- Rolling parts should be enclosed to prevent crush hazards.

#### 5.3.2.7.1 Fall height

- The fall height of track ride equipment is the distance between the maximum height of the equipment and the protective surface beneath it.
- Equipment support posts with no designated play surfaces are exempt from this requirement.

#### 5.3.3 Log rolls

Log rolls help older children master balance skills and increase strength. Children must balance on top of the log as they spin it with their feet. See Figure 14.

- Log rolls are not recommended for toddlers and preschool-age children. These children generally do not possess the balance, coordination, and strength to use a log roll safely.
- Log rolls should have handholds to assist with balance.
- The handholds should follow the guidelines in §5.2.2.
- The highest point of the rolling log should be a maximum of 18 inches above the protective surface below.
- When not part of a composite structure, the use zone may overlap with neighboring equipment if the other piece of equipment allows overlapping use zones (see §5.3.9) and
  - There is at least 6 feet between equipment when adjacent designated play surfaces are no more than 30 inches high; or
  - There is at least 9 feet between equipment when adjacent designated play surfaces are more than 30 inches high.

##### 5.3.3.1 Fall height

The fall height of a log roll is the distance between the highest portion of the rolling log and the protective surfacing beneath it.



Figure 14. Log roll

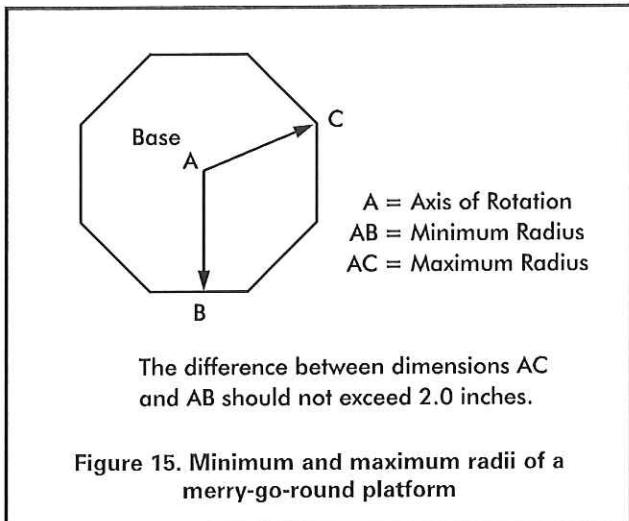
#### 5.3.4 Merry-go-rounds

Merry-go-rounds are the most common rotating equipment found on public playgrounds. Children usually sit or stand on the platform while other children or adults push the merry-go-round to make it rotate. In addition, children often get on and off the merry-go-round while it is in motion. Merry-go-rounds may present a physical hazard to preschool-age children who have little or no control over such products once they are in motion. Therefore, children in this age group should always be supervised when using merry-go-rounds.

The following recommendations apply when the merry-go-round is at least 20 inches in diameter.

- Merry-go-rounds should not be used on playgrounds intended for toddlers.
- The standing/sitting surface of the platform should have a maximum height of:
  - Preschool: 14 inches above the protective surface.
  - School-age: 18 inches above the protective surface.
- The rotating platform should be continuous and approximately circular.
- The surface of the platform should not have any openings between the axis and the periphery that permit a rod having a diameter of 5/16 inch to penetrate completely through the surface.

- The difference between the minimum and maximum radii of a non-circular platform should not exceed 2.0 inches (Figure 15).



- The underside of the perimeter of the platform should be no less than 9 inches above the level of the protective surfacing beneath it.
- There should not be any accessible shearing or crushing mechanisms in the undercarriage of the equipment.
- Children should be provided with a secure means of holding on. Where handgrips are provided, they should conform to the general recommendations for hand gripping components in §5.2.2.
- No components of the apparatus, including handgrips, should extend beyond the perimeter of the platform.
- The rotating platform of a merry-go-round should not have any sharp edges.
- A means should be provided to limit the peripheral speed of rotation to a maximum of 13 ft/sec.
- Merry-go-round platforms should not have any up and down (oscillatory) motion.

#### 5.3.4.1 Use zone

- The use zone should extend a minimum of 6 feet beyond the perimeter of the platform.
- The use zone may not overlap other use zones, unless the rotating equipment is less than 20 inches in diameter and the adjacent equipment allows overlap.

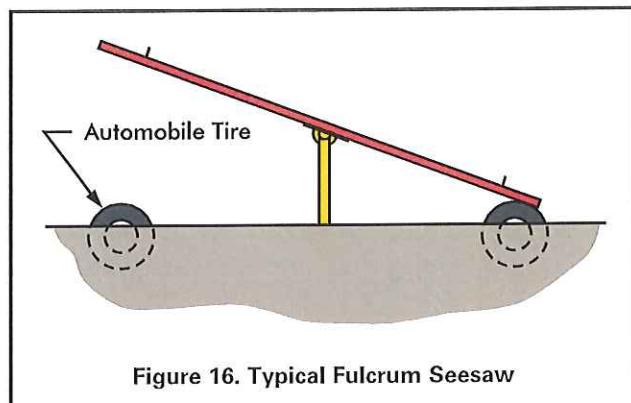
#### 5.3.4.2 Fall height

The fall height for a merry-go-round is the distance between the perimeter of the platform where a child could sit or stand and the protective surfacing beneath it.

#### 5.3.5 Seesaws

##### 5.3.5.1 Fulcrum seesaws

The typical seesaw (also known as a “teeter totter”) consists of a board or pole with a seat at each end supported at the center by a fulcrum. See Figure 16. Because of the complex way children are required to cooperate and combine their actions, fulcrum seesaws are not recommended for toddlers or preschool-age children.



- The fulcrum should not present a crush hazard.
- Partial car tires, or some other shock-absorbing material, should be embedded in the ground underneath the seats, or secured on the underside of the seats. This will help prevent limbs from being crushed between the seat and the ground, as well as cushion the impact.
- The maximum attainable angle between a line connecting the seats and the horizontal is 25°.
- There should not be any footrests.

##### 5.3.5.2 Spring-centered seesaws

Preschool-age children are capable of using spring-centered seesaws because the centering device prevents abrupt contact with the ground if one child dismounts suddenly. Spring-centered seesaws also have the advantage of not requiring two children to coordinate their actions in order to play safely. Spring-centered seesaws should follow the recommendations for spring rockers including the use of footrests (§5.3.7).

### 5.3.5.3 Use zone for fulcrum and spring-centered seesaws

- The use zone should extend a minimum of 6 feet from each outside edge of the seesaw.
- The use zone may overlap with neighboring equipment if the other piece of equipment allows overlapping use zones and
  - There is at least 6 feet between equipment when adjacent designated play surfaces are no more than 30 inches high; or
  - There is at least 9 feet between equipment when adjacent designated play surfaces are more than 30 inches high.

### 5.3.5.4 Handholds

- Handholds should be provided at each seating position for gripping with both hands and should not turn when grasped.
- Handholds should not protrude beyond the sides of the seat.

### 5.3.5.5 Fall height

The fall height for a seesaw is the distance between the highest point any part of the seesaw can reach and the protective surfacing beneath it.

### 5.3.6 Slides

Children can be expected to descend slide chutes in many different positions, rather than always sitting and facing forward as they slide. These other positions should be discouraged at all times to minimize injuries.



Slides may provide a straight, wavy, or spiral descent either by means of a tube or an open slide chute. They may be either free-standing (Figure 17), part of a composite structure, or built on the grade of a natural or man-made slope (embankment slide). Regardless of the type of slide, avoid using bare metals on the platforms, chutes, and steps. When exposed to direct sunlight the bare metal may reach temperatures high enough to cause serious contact burn injuries in a matter of seconds. Provide shade for bare metal slides or use other materials that may reduce the surface temperature such as, but not limited to, plastic or coated metal.

#### 5.3.6.1 Slide access

Access to a stand-alone slide generally is by means of a ladder with rungs, steps, or a stairway with steps. Slides may also be part of a composite play structure, so children will gain access from other parts of the structure. Embankment slides use the ground for access.

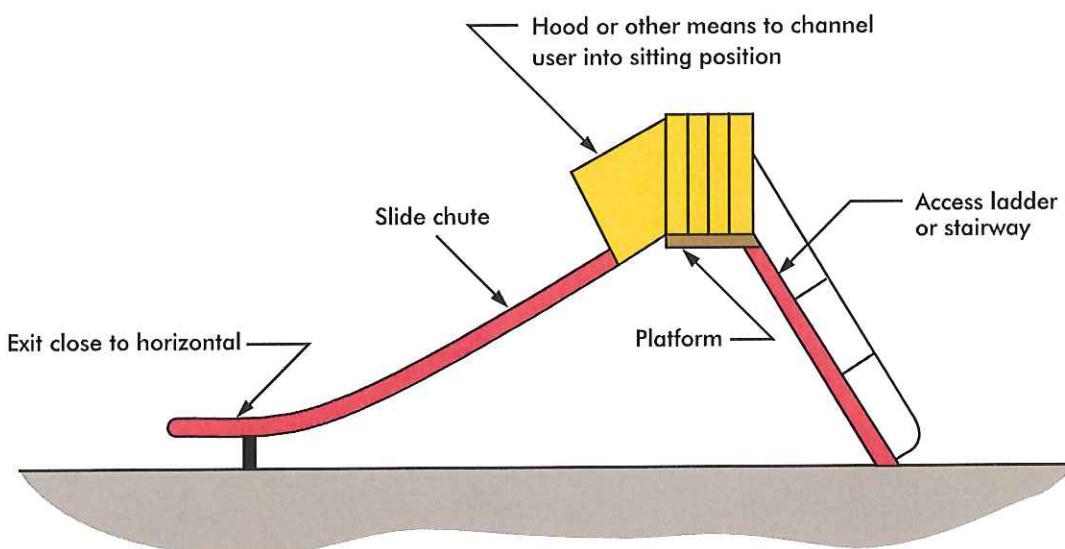


Figure 17. Typical Free-Standing Straight Slide

### 5.3.6.2 Slide platform

All slides should be provided with a platform with sufficient length to facilitate the transition from standing to sitting at the top of the inclined sliding surface. Embankment slides are exempt from platform requirements because they are on ground level; however, they should not have any spaces or gaps as noted below.

The platform should:

- Be at least 19 inches deep for toddlers.
- Be at least 14 inches deep for preschool-age and school-age children.
- Be horizontal.
- Be at least as wide as the slide chute.
- Be surrounded by guardrails or barriers.
- Conform to the same recommendations as general platforms given in §5.1.1.
- Not have any spaces or gaps that could trap strings, clothing, body parts, etc. between the platform and the start of the slide chute.
- Provide handholds to facilitate the transition from standing to sitting and decrease the risk of falls (except tube slides where the tube perimeter provides hand support). These should extend high enough to provide hand support for the largest child in a standing position, and low enough to provide hand support for the smallest child in a sitting position.
- Provide a means to channel a user into a sitting position at the entrance to the chute, such as a guardrail, hood, or other device that discourages climbing.

### 5.3.6.3 Slide chutes

#### 5.3.6.3.1 Embankment slides

- The slide chute of an embankment slide should have a maximum height of 12 inches above the underlying ground surface. This design basically eliminates the hazard of falls from elevated heights.
- Embankment slides should follow all of the recommendations given for straight slides where applicable (e.g., side height, slope, use zone at exit, etc.).
- There should be some means provided at the slide chute entrance to minimize the use of embankment slides by children on skates, skateboards, or bicycles.

#### 5.3.6.3.2 Roller slides

- Roller slides should meet applicable recommendations for other slides (e.g., side height, slope, use zone at exit, etc.).
- The space between adjacent rollers and between the ends of the rollers and the stationary structure should be less than 3/16 inch.
- Frequent inspections are recommended to insure that there are no missing rollers or broken bearings and that the rollers roll.

#### 5.3.6.3.3 Spiral slides

- Spiral slides should follow the recommendations for straight slides where applicable (e.g., side height, slope, use zone at exit, etc.).
- Special attention should be given to design features which may present problems unique to spiral slides, such as lateral discharge of the user.
- Toddlers and preschool-age children have less ability to maintain balance and postural control, so only short spiral slides (one 360° turn or less) are recommended for these age groups.

#### 5.3.6.3.4 Straight slides

- Flat open chutes should have sides at least 4 inches high extending along both sides of the chute for the entire length of the inclined sliding surface.
- The sides should be an integral part of the chute, without any gaps between the sides and the sliding surface. (This does not apply to roller slides).
- Slides may have an open chute with a circular, semicircular or curved cross section provided that:
  - A. The vertical height of the sides is no less than 4 inches when measured at right angles to a horizontal line that is 8 inches long when the slide is intended for toddlers, 12 inches long when the slide is intended for preschool-age children, and 16 inches long when the slide is intended for school-age children (Figure 18); or
  - B. For any age group, the vertical height of the sides is no less than 4 inches minus two times the width of the slide chute divided by the radius of the slide chute curvature (Figure 19).

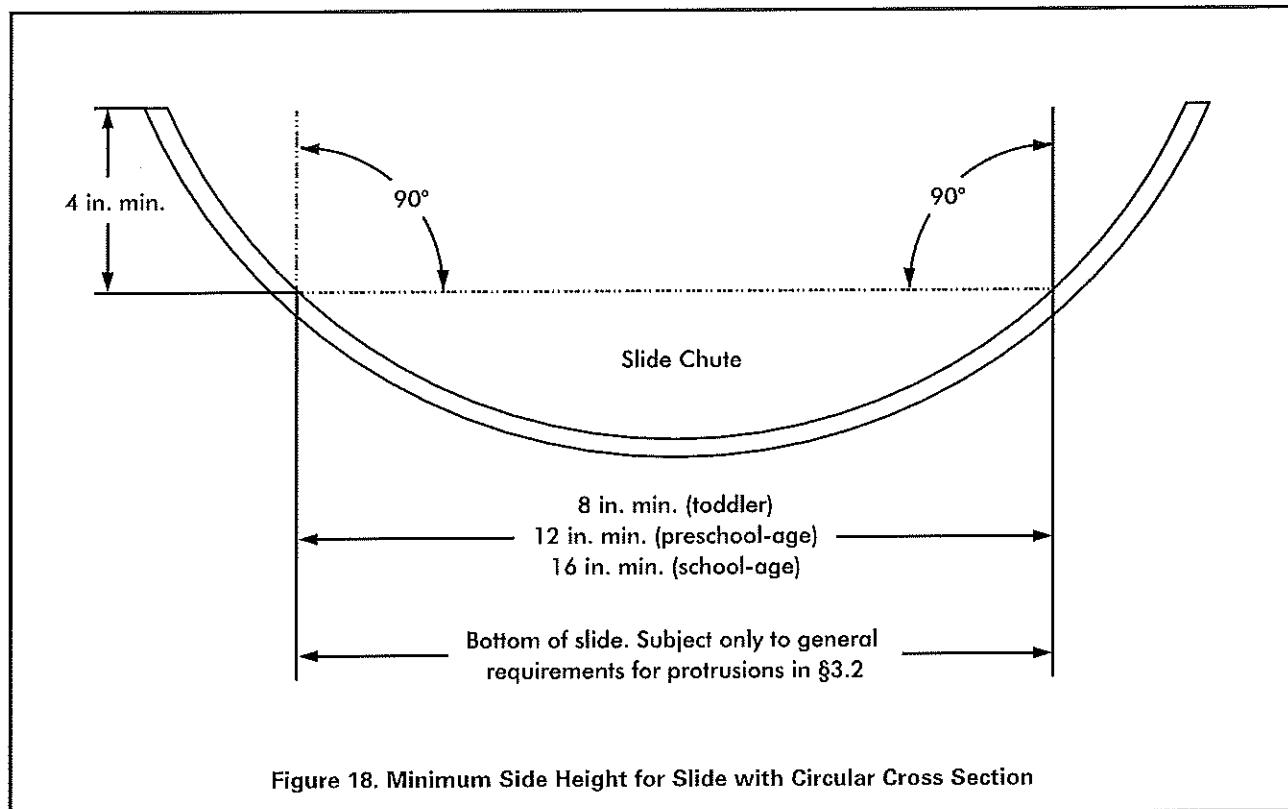


Figure 18. Minimum Side Height for Slide with Circular Cross Section

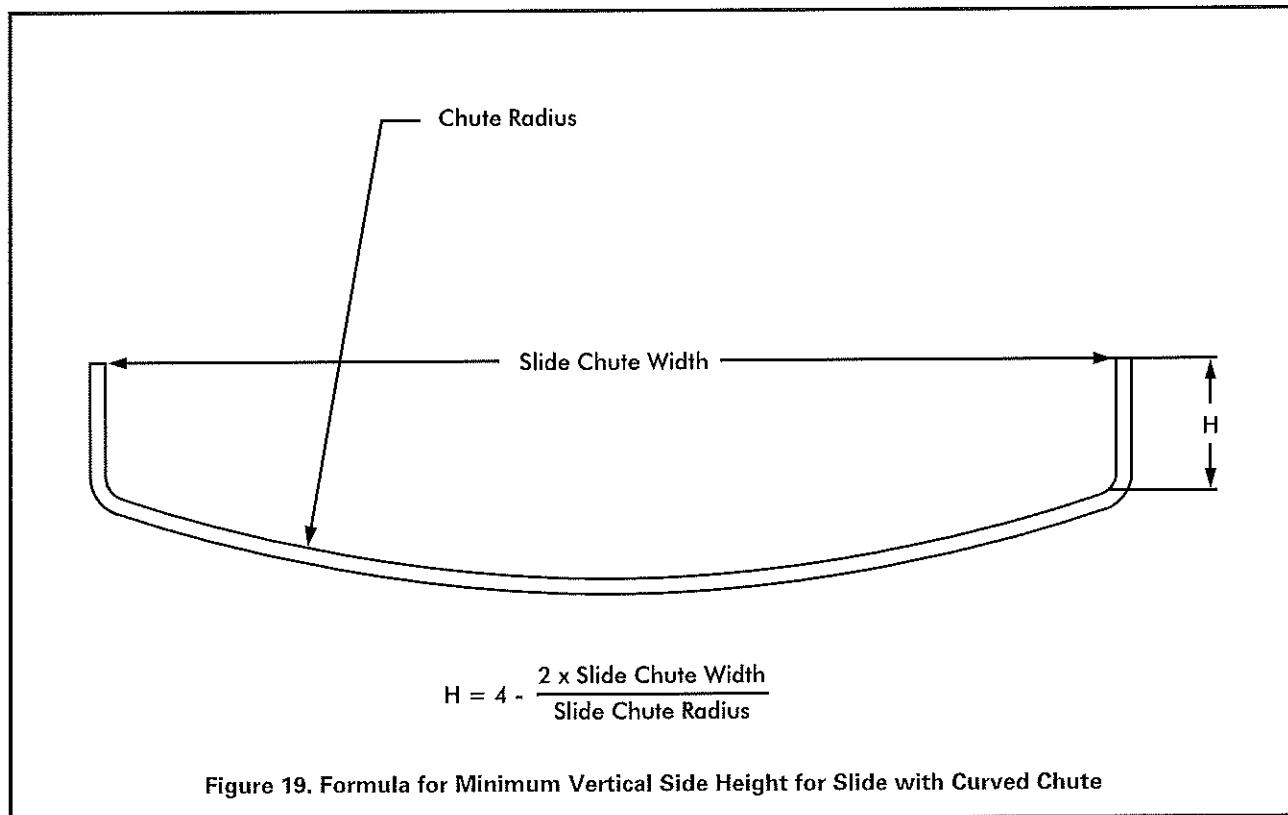


Figure 19. Formula for Minimum Vertical Side Height for Slide with Curved Chute

- For toddlers:
  - The average incline of a slide chute should be no more than  $24^\circ$  (that is, the height to horizontal length ratio shown in Figure 20 does not exceed 0.445).
  - No section of the slide chute should have a slope greater than  $30^\circ$ .
  - The slide chute should be between 8 and 12 inches wide.
- For preschool- and school-age children:
  - The average incline of a slide chute should be no more than  $30^\circ$  (that is, the height to horizontal length ratio shown in Figure 20 does not exceed 0.577).
  - No section of the slide chute should have a slope greater than  $50^\circ$ .

#### 5.3.6.3.5 Tube slides

- Tube slides should meet all the applicable recommendations for other slides (e.g., side height, slope, use zone at exit, etc.).
- Means, such as barriers or textured surfaces, should be provided to prevent sliding or climbing on the top (outside) of the tube.
- The minimum internal diameter of the tube should be no less than 23 inches.
- Supervisors should be aware of children using tube slides since the children are not always visible.

#### 5.3.6.4 Chute exit region

All slides should have an exit region to help children maintain their balance and facilitate a smooth transition from sitting to standing when exiting. The chute exit region should:

- Be between 0 and  $-4^\circ$  as measured from a plane parallel to the ground.
- Have edges that are rounded or curved to prevent lacerations or other injuries that could result from impact with a sharp or straight edge.
- For toddlers the chute exit region should:
  - Be between 7 and 10 inches long if any portion of the chute exceeds a  $24^\circ$  slope.
  - Be no more than 6 inches above the protective surfacing.
  - Have a transition from the sliding portion to the exit region with a radius of curvature of at least 18 inches.
- For preschool- and school-age the chute exit region should:
  - Be at least 11 inches long.
  - Be no more than 11 inches above the protective surfacing if the slide is no greater than 4 feet high.
  - Be at least 7 inches but not more than 15 inches above the protective surfacing if the slide is over 4 feet high.

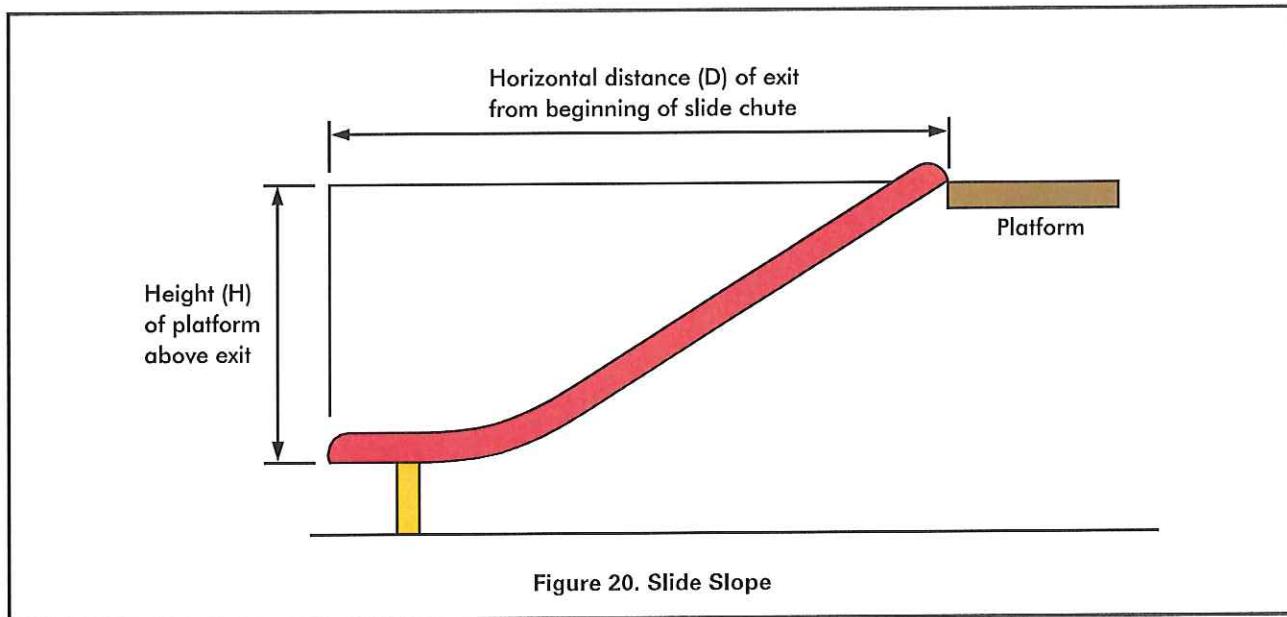


Figure 20. Slide Slope

### 5.3.6.5 Slide use zone

*Toddlers:*

- In a limited access environment
  - The use zone should be at least 3 feet around the perimeter of the slide.
  - The area at the end of the slide should not overlap with the use zone for any other equipment.
- In public areas with unlimited access
  - For a stand-alone slide, the use zone should be at least 6 feet around the perimeter.
  - For slides that are part of a composite structure, the minimum use zone between the access components and the side of the slide chute should be 3 feet.
  - The use zone at the end of the slide should be at least 6 feet from the end of the slide and not overlap with the use zone for any other equipment.

*Preschool- and school-age (see Figure 21):*

- The use zone in front of the access and to the sides of a slide should extend a minimum of 6 feet from the perimeter of the equipment. This recommendation does not apply to embankment slides or slides that are part of a composite structure (see §5.3.9).
- The use zone in front of the exit of a slide should never overlap the use zone of any other equipment; however, two or more slide use zones may overlap if their sliding paths are parallel.
- For slides less than or equal to 6 feet high, the use zone in front of the exit should be at least 6 feet.
- For slides greater than 6 feet high, the use zone in front of the exit should be at least as long as the slide is high up to a maximum of 8 feet.

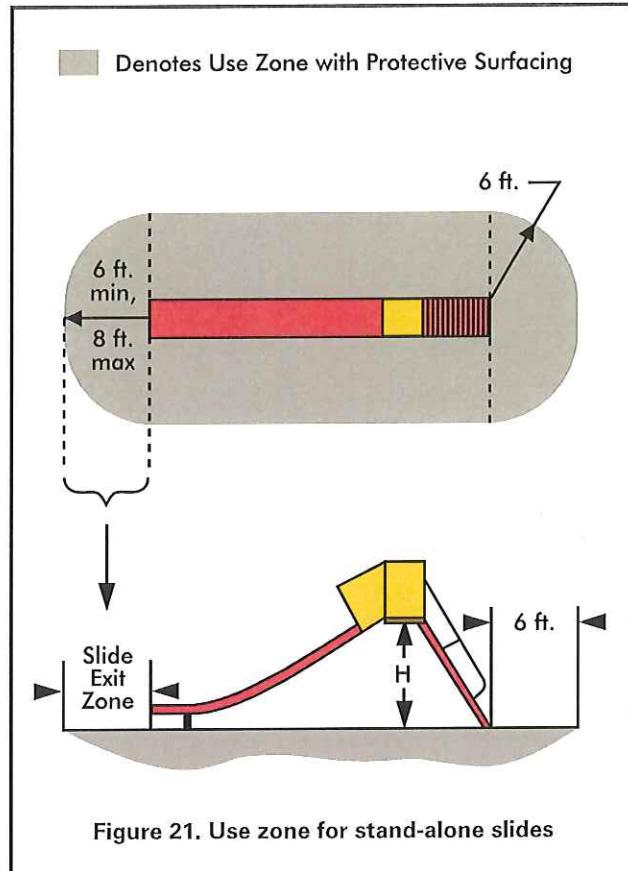
### 5.3.6.6 Fall height

The fall height for slides is the distance between the transition platform and the protective surfacing beneath it.

### 5.3.6.7 Entanglement hazard

Children have suffered serious injuries and died by getting parts of their clothing tangled on protrusions or gaps on slides.

To reduce the chance of clothing entanglement:



- Projections up to 3 inches in diameter should not stick up more than 1/8 inch from the slide.
- There should be no gaps at the tops of slides where the slide chute connects with the platform that can entangle clothing or strings.
- See Appendix B for full recommendations and details of the protrusion test procedure.

### 5.3.6.8 Other sliding equipment

Equipment where it is foreseeable that a primary use of the component is sliding should follow the same guidelines for entanglement that are in 5.3.6.7.

### 5.3.7 Spring rockers

Toddlers and preschool-age children enjoy the bouncing and rocking activities presented by spring rockers, and they are the primary users of rocking equipment. See Figure 22. Older children may not find it challenging enough.

- Seat design should not allow the rocker to be used by more than the intended number of users.



Figure 22. Example of spring rocker

- For toddlers:
  - The seat should be between 12 and 16 inches high.
  - Spring rockers with opposing seats intended for more than one child should have at least 37 inches between the seat centers.
- For preschoolers:
  - The seat should be between 14 and 28 inches high.
  - Each seating position should be equipped with handgrips and footrests. The diameter of handgrips should follow the recommendations for hand gripping components in §5.2.2.
  - The springs of rocking equipment should minimize the possibility of children crushing their hands or their feet between coils or between the spring and a part of the rocker.
  - The use zone should extend a minimum of 6 feet from the “at rest” perimeter of the equipment.
  - The use zone may overlap with neighboring equipment if the other piece of equipment allows overlapping use zones and
    - There is at least 6 feet between equipment when adjacent designated play surfaces are no more than 30 inches high; or

- There is at least 9 feet between equipment when adjacent designated play surfaces are more than 30 inches high; and
- The spring rocker is designed to be used from a seated position.

### 5.3.7.1 Fall height

The fall height of spring rockers is the distance between either (1) the highest designated playing surface or (2) the seat, whichever is higher, and the protective surfacing beneath it.

### 5.3.8 Swings

Children of all ages generally enjoy the sensations created while swinging. Mostly they sit on the swings; however, it is common to see children jumping off swings. Younger children also tend to swing on their stomachs, and older children may stand on the seats. To prevent injuries, these behaviors should be discouraged.

Swings may be divided into two distinct types:

- Single axis: Sometimes called a to-fro swing. A single-axis swing is intended to swing back and forth in a single plane and generally consists of a seat supported by at least two suspending members, each of which is connected to a separate pivot on an overhead structure.
- Multi-axis: A multi-axis swing consists of a seat (generally a tire) suspended from a single pivot that permits it to swing in any direction.

#### 5.3.8.1 General swing recommendations

- Hardware used to secure the suspending elements to the swing seat and to the supporting structure should not be removable without the use of tools.
- S-hooks are often part of a swing’s suspension system, either attaching the suspending elements to the overhead support bar or to the swing seat. Open S-hooks can catch a child’s clothing and present a strangulation hazard. S-hooks should be pinched closed. An S-hook is considered closed if there is no gap or space greater than 0.04 inches (about the thickness of a dime).
- Swings should be suspended from support structures that discourage climbing.
- A-frame support structures should not have horizontal cross-bars.

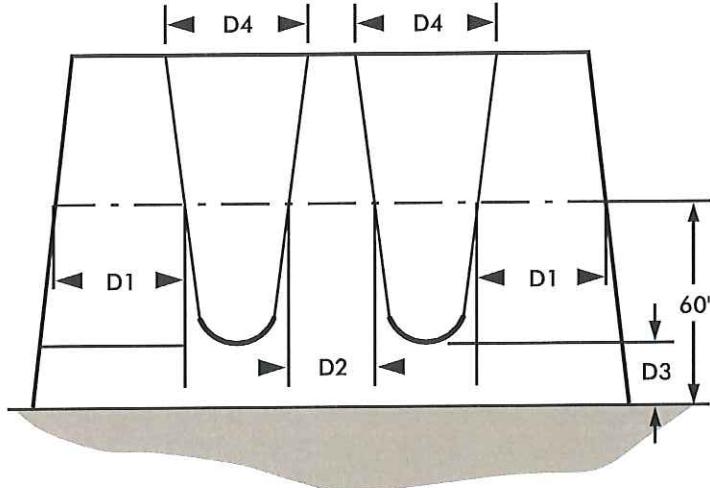


Figure 23. Minimum Clearances for Single-Axis Swings

**Table 7. Minimum clearance dimensions for swings**

Reason	Dimension	Toddler Full bucket	Preschool-age Belt	School-age Belt
Minimizes collisions between a swing and the supporting structure	D1	20 inches	30 inches	30 inches
Minimizes collisions between swings	D2	20 inches	24 inches	24 inches
Allows access	D3	24 inches	12 inches	12 inches
Reduces side-to-side motion	D4	20 inches	20 inches	20 inches

- Fiber ropes are not recommended as a means of suspending swings since they may degrade over time.
- Swing structures should be located away from other equipment or activities to help prevent young children from inadvertently running into the path of moving swings. Additional protection can be provided by means of a low blockade such as a fence or hedge around the perimeter of the swing area. The blockade should not be an obstacle within the use zone of a swing structure or hamper supervision by blocking visibility.

### 5.3.8.2 Fall height

The fall height for swings is the vertical distance between the pivot point and the protective surfacing beneath it.

### 5.3.8.3 Single-axis swings

#### 5.3.8.3.1 Belt seats used without adult assistance

- The use zone to the front and rear of single-axis swings should never overlap the use zone of another piece of equipment.
- To minimize the likelihood of children being struck by a moving swing, it is recommended that no more than two single-axis swings be hung in each bay of the supporting structure.

- Swings should not be attached to composite structures.
- Swing seats should be designed to accommodate no more than one user at any time.
- Lightweight rubber or plastic swing seats are recommended to help reduce the severity of impact injuries. Wood or metal swing seats should be avoided.
- Edges of seats should have smoothly finished or rounded edges and should conform to the protrusion recommendations in 5.3.8.5.
- If loose-fill material is used as a protective surfacing, the height recommendations should be determined after the material has been compressed.

#### 5.3.8.3.2 Full bucket seat swings

Full bucket seat swings are similar to single-axis swings since they move in a to-fro direction. However, full bucket seat swings are intended for children under 4 years of age to use with adult assistance.

- The seats and suspension systems of these swings, including the related hardware, should follow all of the criteria for conventional single axis swings.
- Full bucket seats are recommended to provide support on all sides of a child and between the legs of the occupant (see Figure 24).



Figure 24. Example of full bucket seat swings

- The full bucket seat materials should not present a strangulation hazard, such as might be presented with a rope or chain used as part of the seat.
- Openings in swing seats should conform to the entrapment criteria in §3.3.
- Full bucket seat swings should be suspended from structures that are separate from those for other swings, or at least suspended from a separate bay of the same structure.
- Full bucket seat swings should not allow the child to enter and exit alone.
- Pivot points should be more than 47 inches but no more than 96 inches above the protective surfacing.

#### 5.3.8.3.3 Use zone for single-axis swings – belt and full bucket

The use zone in front of and behind the swing should be greater than to the sides of such a swing since children may deliberately attempt to exit from a single-axis swing while it is in motion. See Figure 25.

- The use zone for a belt swing should extend to the front and rear of a single-axis swing a minimum distance of twice the vertical distance from the pivot point and the top of the protective surface beneath it.
- The use zone for a full bucket swing should extend to the front and rear a minimum of twice the vertical distance from the top of the occupant's sitting surface to the pivot point.
- The use zone in front of and behind swings should never overlap with any other use zone.
- The use zone to the sides of a single-axis swing should extend a minimum of 6 feet from the perimeter of the swing. This 6-foot zone may overlap that of an adjacent swing structure or other playground equipment structure.

#### 5.3.8.4 Multi-axis (tire) swings

Tire swings are usually suspended in a horizontal orientation using three suspension chains or cables connected to a single swivel mechanism that permits both rotation and swinging motion in any axis.

- A multi-axis tire swing should not be suspended from a structure having other swings in the same bay.
- Attaching multi-axis swings to composite structures is not recommended.

- To minimize the hazard of impact, heavy truck tires should be avoided. Further, if steel-belted radials are used, they should be closely examined to ensure that there are no exposed steel belts or wires that could be a potential protrusion or laceration hazard. Plastic materials can be used as an alternative to simulate actual automobile tires. Drainage holes should be provided in the underside of the tire.
- Pay special attention to maintenance of the hanger mechanism because the likelihood of failure is higher for tire swings due to the added stress of rotational movement and multiple occupants.
- The hanger mechanisms for multi-axis tire swings should not have any accessible crush points.
- The minimum clearance between the seating surface of a tire swing and the uprights of the supporting structure should be 30 inches when the tire is in a position closest to the support structure (Figure 26).
- The minimum clearance between the bottom of the seat and the protective surface should not be less than 12 inches.

#### 5.3.8.4.1 Multi-axis swing use zones

- The use zone should extend in any direction from a point directly beneath the pivot point for a minimum distance of 6 feet plus the length of the suspending members (see Figure 27). This use zone should never overlap the use zone of any other equipment.

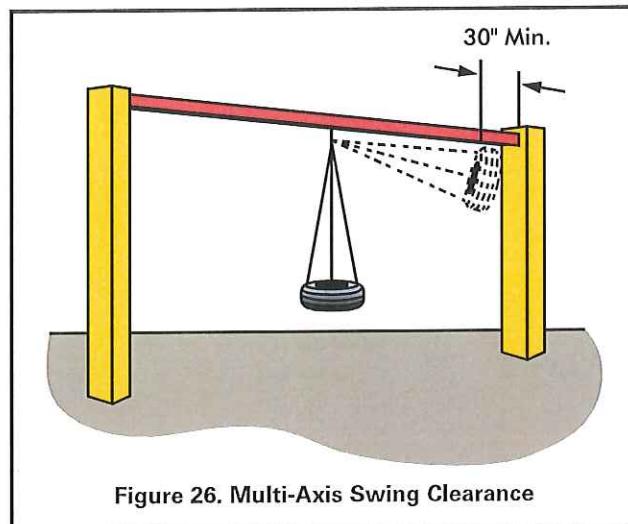


Figure 26. Multi-Axis Swing Clearance

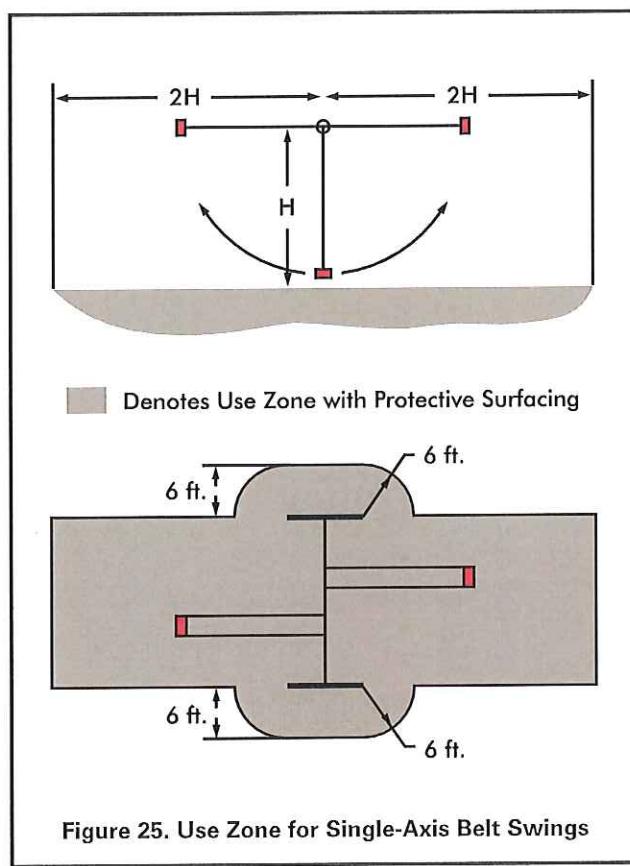


Figure 25. Use Zone for Single-Axis Belt Swings

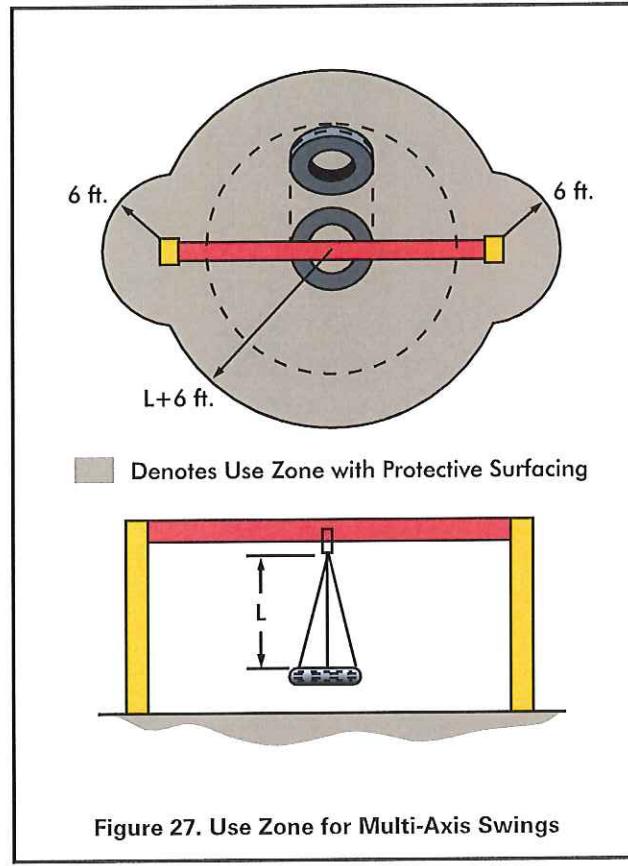


Figure 27. Use Zone for Multi-Axis Swings

- The use zone should extend a minimum of 6 feet from the perimeter of the supporting structure. This 6-foot zone may overlap that of an adjacent swing structure or other playground equipment structure.

#### 5.3.8.5 Protrusions on suspended members of swing assemblies

Protrusions on swings are extremely hazardous because of the potential for impact incidents. Nothing, including bolts or other parts, on the front, back, or underside of a swing should stick out more than 1/8 of an inch. See test procedures in Appendix B.

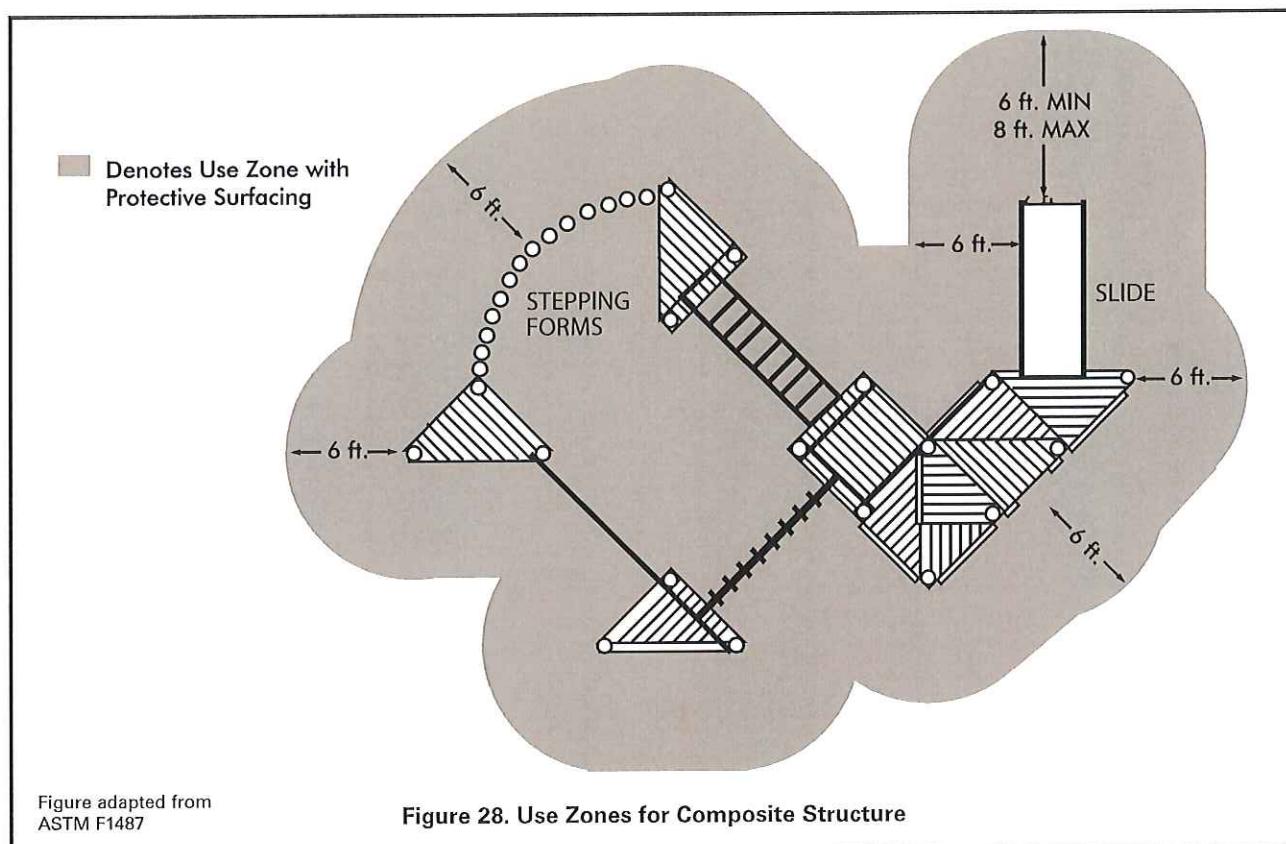
#### 5.3.9 Fall height and use zones for composite structure

When two or more complementary play components are linked together in a composite structure (e.g., combination climber, slide, and horizontal ladder), the use zone should extend a minimum of 6 feet from the external perimeter of the structure (see Figure 28). Where slides are attached to a platform higher than 6 feet from the protective surfacing, the use zone may need to extend further in front of the slide (see §5.3.6.5).

#### 5.3.10 Fall height and use zones not specified elsewhere

Most playground equipment belongs in one of the categories listed above. If it does not, the following general recommendations should be applied:

- The fall height of a piece of playground equipment is the distance between the highest designated playing surface and the protective surface beneath it.
- The use zone should extend a minimum of 6 feet in all directions from the perimeter of the equipment.
- The use zones of two stationary pieces of playground equipment that are positioned adjacent to one another may overlap if the adjacent designated play surfaces of each structure are no more than 30 inches above the protective surface and the equipment is at least 6 feet apart.
- If adjacent designated play surfaces on either structure exceed a height of 30 inches, the minimum distance between the structures should be 9 feet.
- Use zones should be free of obstacles.



## 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:

### Security of Hardware (§2.5)

- There are no loose fastening devices or worn connections.
  - Replace fasteners
  - Other maintenance: \_\_\_\_\_
- Moving parts, such as swing hangers, merry-go-round bearings, and track rides, are not worn.
  - Replace part
  - Other maintenance: \_\_\_\_\_

### Durability of Equipment (§2.5)

- There are no rust, rot, cracks, or splinters on any equipment (check carefully where it comes in contact with the ground).
- There are no broken or missing components on the equipment (e.g., handrails, guardrails, protective barriers, steps, or rungs).
- There are no damaged fences, benches, or signs on the playground.
- All equipment is securely anchored.

### Leaded Paint (§2.5.4)

- Paint (especially lead paint) is not peeling, cracking, chipping, or chalking.
- There are no areas of visible lead paint chips or accumulation of lead dust.
  - Mitigate lead paint hazards

### General Upkeep of Playgrounds (§4)

- There are no user modifications to the equipment, such as strings and ropes tied to equipment, swings looped over top rails, etc.
  - Remove string or rope
  - Correct other modification
- The entire playground is free from debris or litter such as tree branches, soda cans, bottles, glass, etc.
  - Clean playground
- There are no missing trash receptacles.
  - Replace trash receptacle
- Trash receptacles are not full.
  - Empty trash

INSPECTION BY:

## **Routine Inspection and Maintenance Issues**

- Broken equipment such as loose bolts, missing end caps, cracks, etc.
- Broken glass & other trash
- Cracks in plastics
- Loose anchoring
- Hazardous or dangerous debris
- Insect damage
- Problems with surfacing
- Displaced loose-fill surfacing (see Section 4.3)
- Holes, flakes, and/or buckling of unitary surfacing
- User modifications (such as ropes tied to parts or equipment rearranged)
- Vandalism
- Worn, loose, damaged, or missing parts
- Wood splitting
- Rusted or corroded metals
- Rot

## APPENDIX B: PLAYGROUND TESTING

### B.1 Templates, Gauges, and Testing Tools

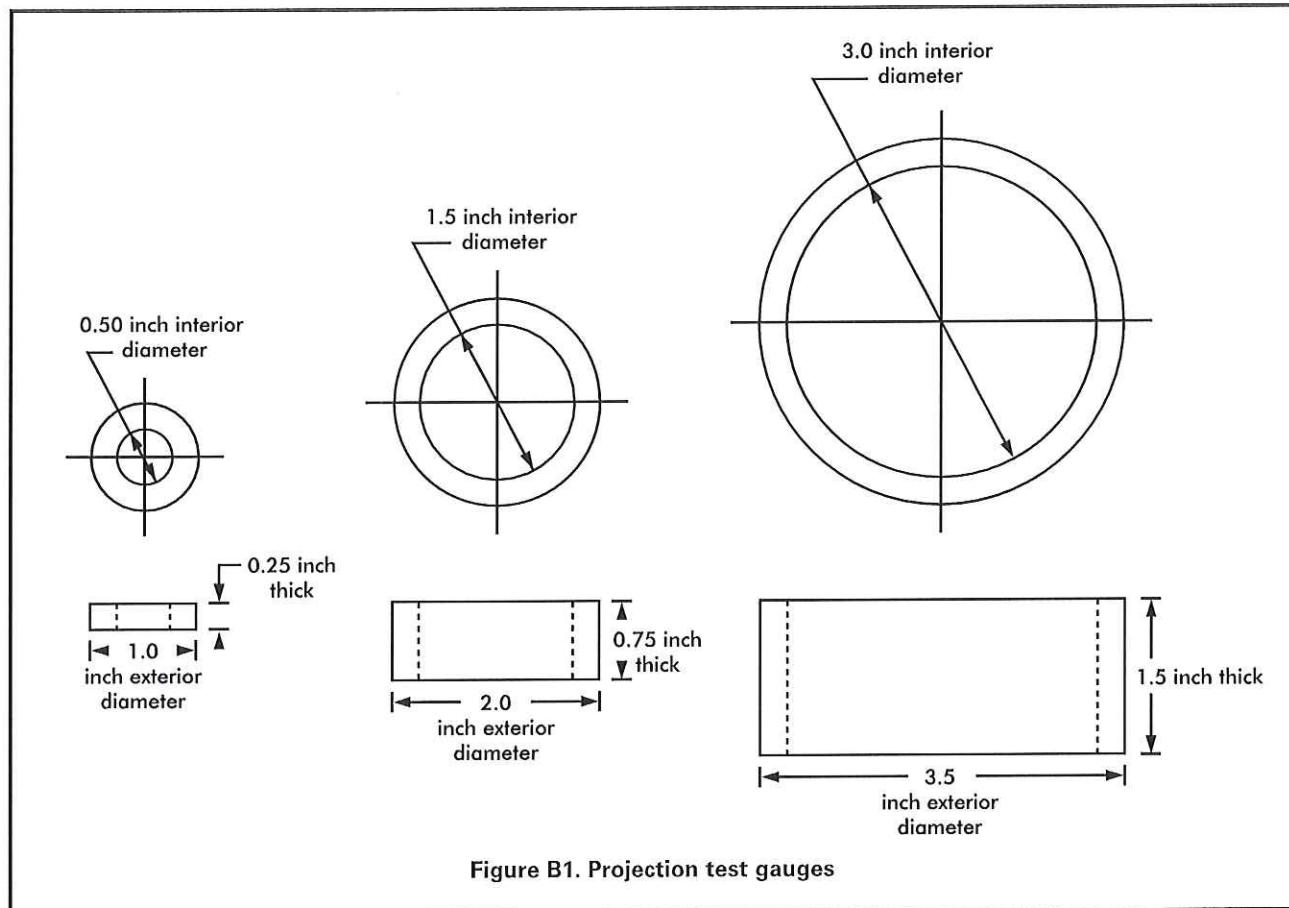


Figure B1. Projection test gauges

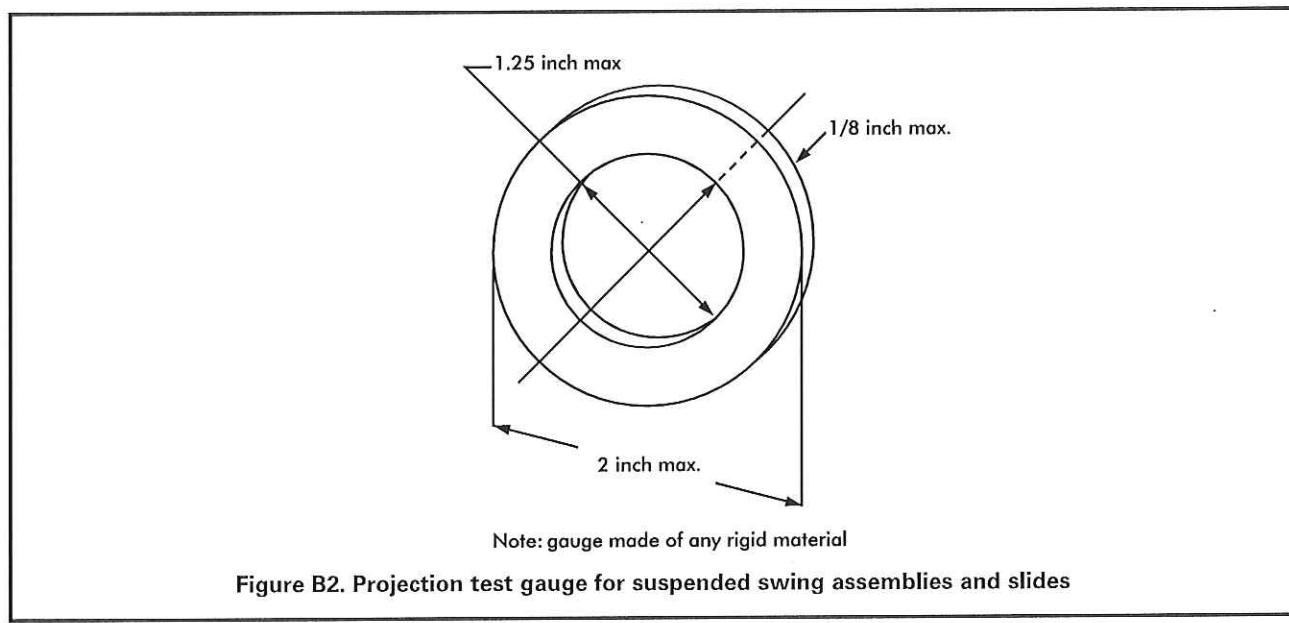


Figure B2. Projection test gauge for suspended swing assemblies and slides

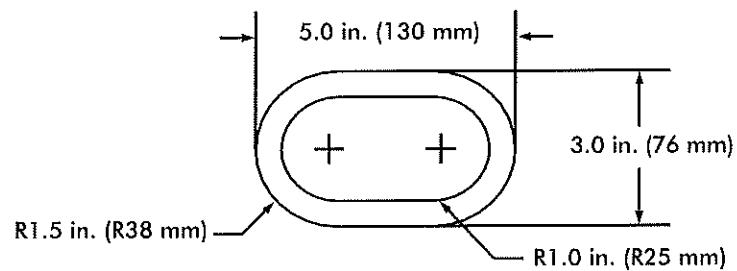


Figure B3. Toddler small torso template

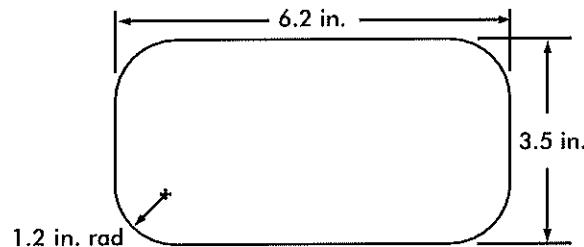


Figure B4. Preschool- and school-age small torso template

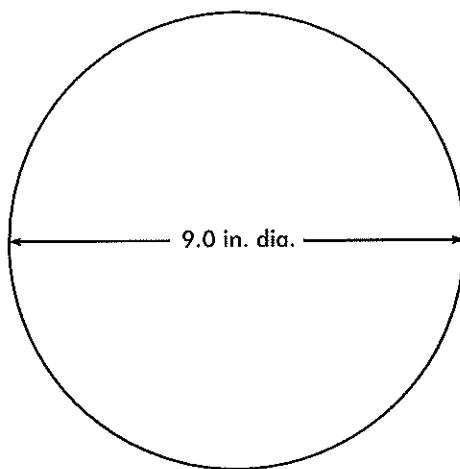


Figure B5. Large head template

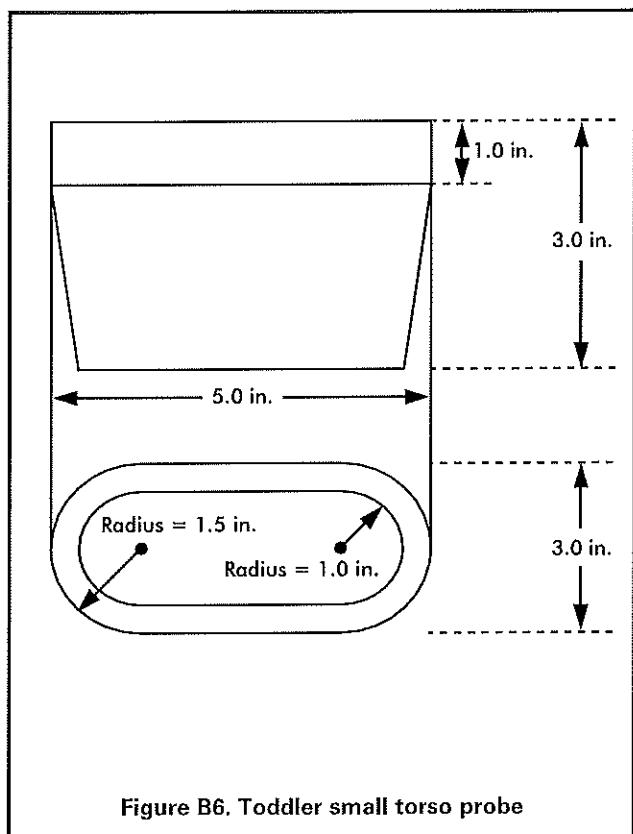


Figure B6. Toddler small torso probe

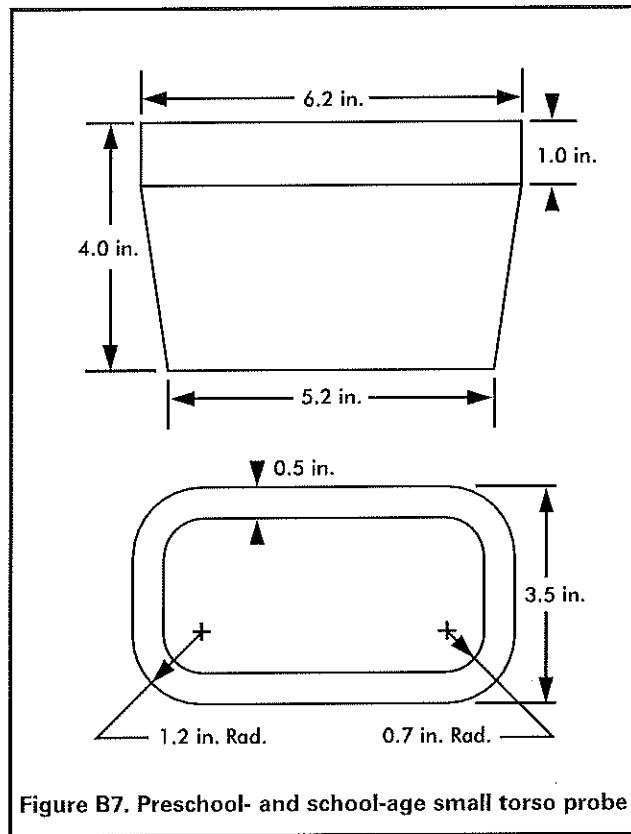


Figure B7. Preschool- and school-age small torso probe

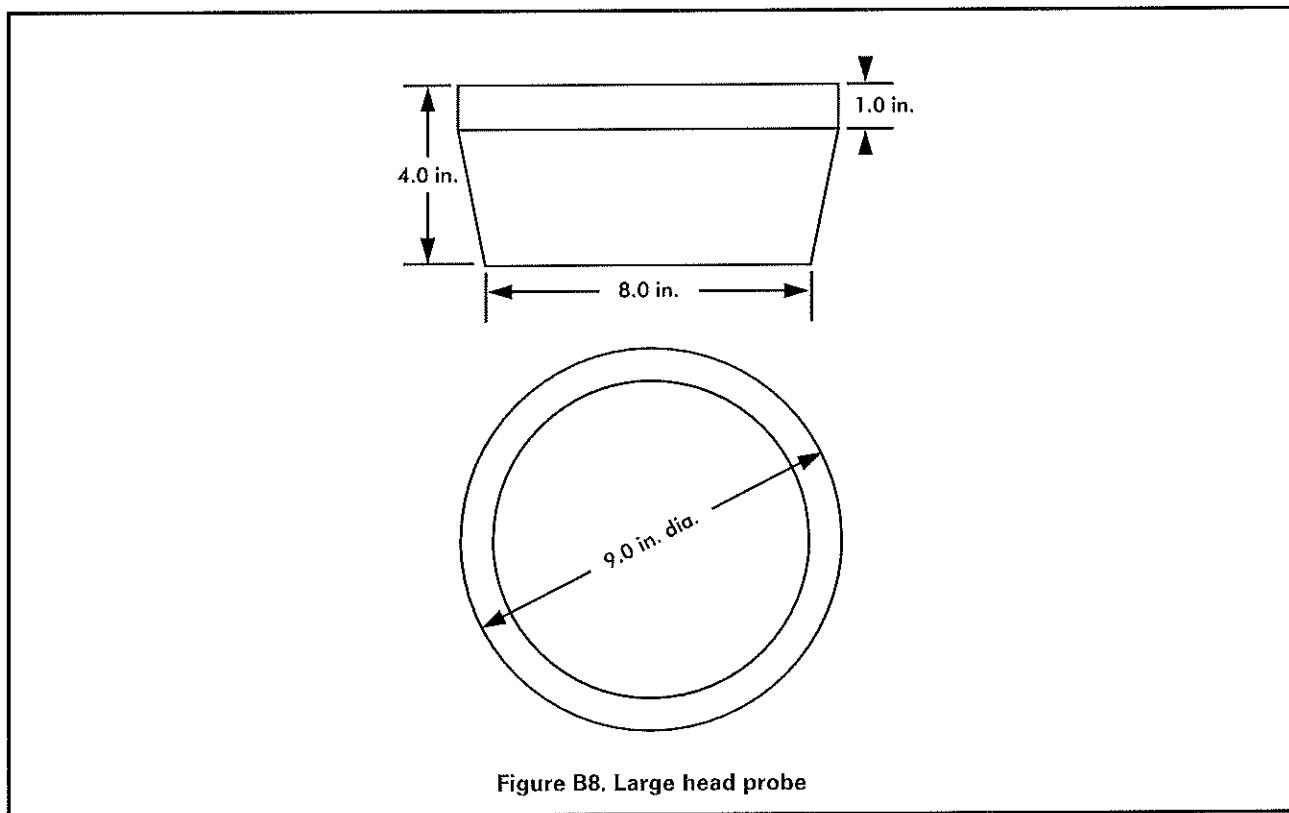


Figure B8. Large head probe

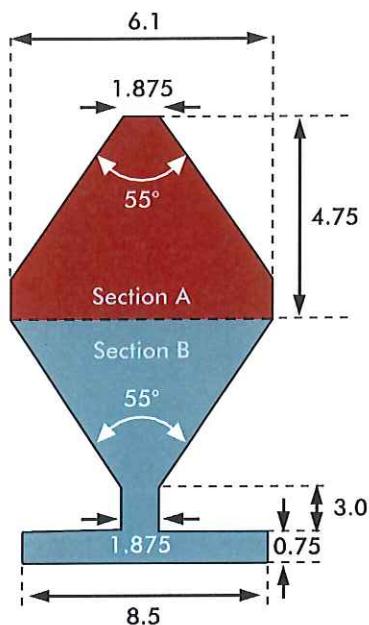


Figure B9. Preschool/School-age partially bound probe (dimensions in inches, template is 0.75 inches thick)

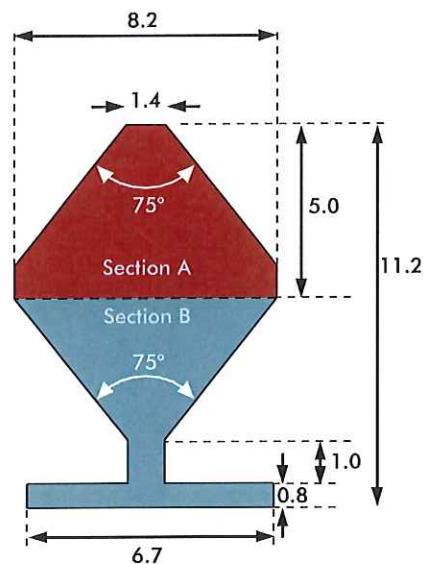


Figure B10. Toddler partially bound probe (dimensions in inches, template is 0.60 inches thick)

## APPENDIX B: PLAYGROUND TESTING

### B.2 Test Methods

#### B.2.1 Determining whether a projection is a protrusion

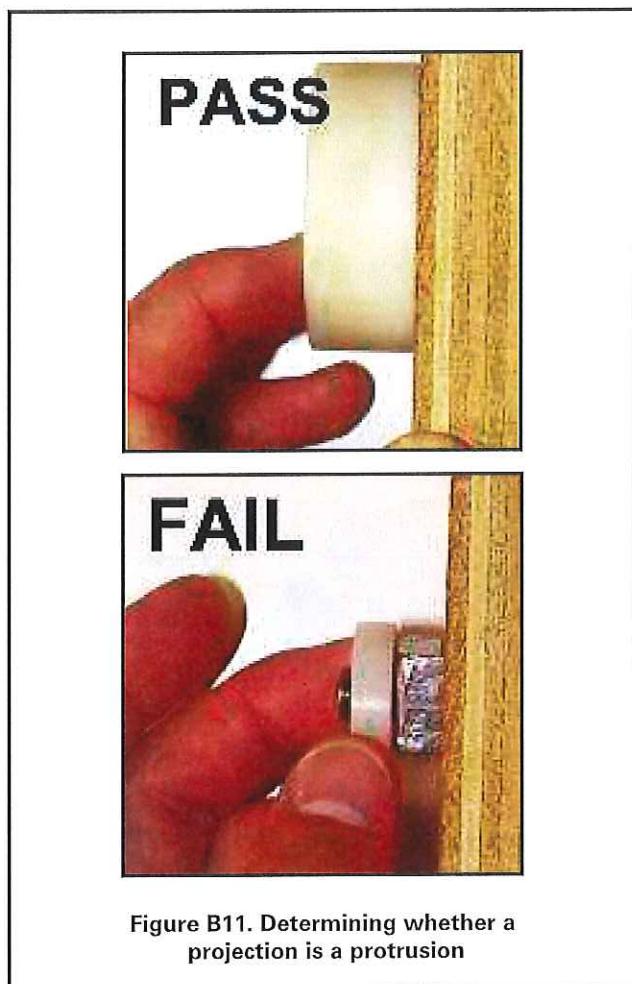
##### B.2.1.1 Test procedure

Step 1: Successively place each projection test gauge (see Figure B1) over any projection

Step 2: Visually determine if the projection penetrates through the hole and beyond the face of the gauge (see Figure B11 below).

**Pass:** A projection that does not extend beyond the face of the gauge passes.

**Fail:** A projection that extends beyond the face of any one of the gauges is considered a hazardous protrusion and should be eliminated.



**Figure B11. Determining whether a projection is a protrusion**

#### B.2.2 Projections on suspended members of swing assemblies

Given the potential for impact incidents, projections on swings can be extremely hazardous. A special test gauge (see Figure B2) and procedure are recommended. When tested, no bolts or components in the potential impact region on suspended members should extend through the hole beyond the face of the gauge.

##### B.2.2.1 Test procedure

Step 1: Hold the gauge (Figure B2) vertically with the axis through the hole parallel to the swing's path of travel.

Step 2: Place the gauge over any projections that are exposed during the swing's path of travel.

Step 3: Visually determine if the projection penetrates through the hole and beyond the face of the gauge.

**Pass:** A projection that does not extend beyond the face of the gauge passes.

**Fail:** A projection that extends beyond the face of the gauge is considered a hazardous protrusion and should be eliminated.

#### B.2.3 Projections on slides

To minimize the likelihood of clothing entanglement on slides, projections that (1) fit within any one of the three gauges shown in Figure B1 and (2) have a major axis that projects away from the slide bed should not have projections greater than 1/8 inch perpendicular to the plane of the surrounding surface (Figure B12).

##### B.2.3.1 Test procedure

Step 1: Identify all projections within the shaded area shown in Figure B13.

Step 2: Determine which, if any, fit inside the projection test gauges (Figure B1).

Step 3: Place the swing and slide projection gauge (Figure B2) next to the projection to check the height of the projection.

Step 4: Visually determine if the projection extends beyond the face of the slide projection gauge.

**Pass:** A projection that does not extend beyond the face of the gauge passes.

**Fail:** A projection that extends beyond the face of the gauge is considered a hazardous protrusion and should be eliminated.

**NOTE:** This test procedure is not applicable to the underside of a slide chute. For a slide chute with a circular cross section, the portion of the underside not subject to this projection recommendation is shown in Figure 18. The general recommendations for projections in §B.2.1 are applicable to the underside of the slide.

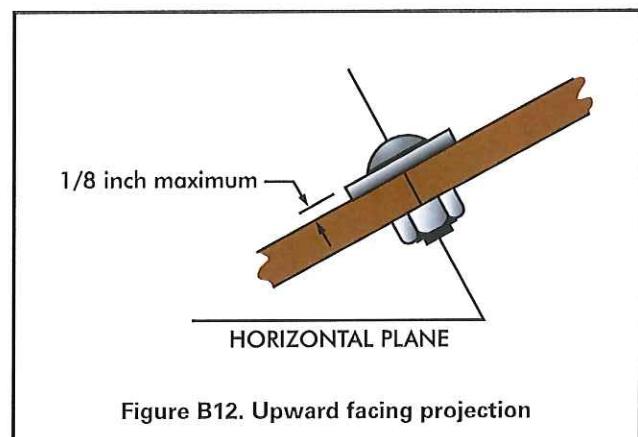


Figure B12. Upward facing projection

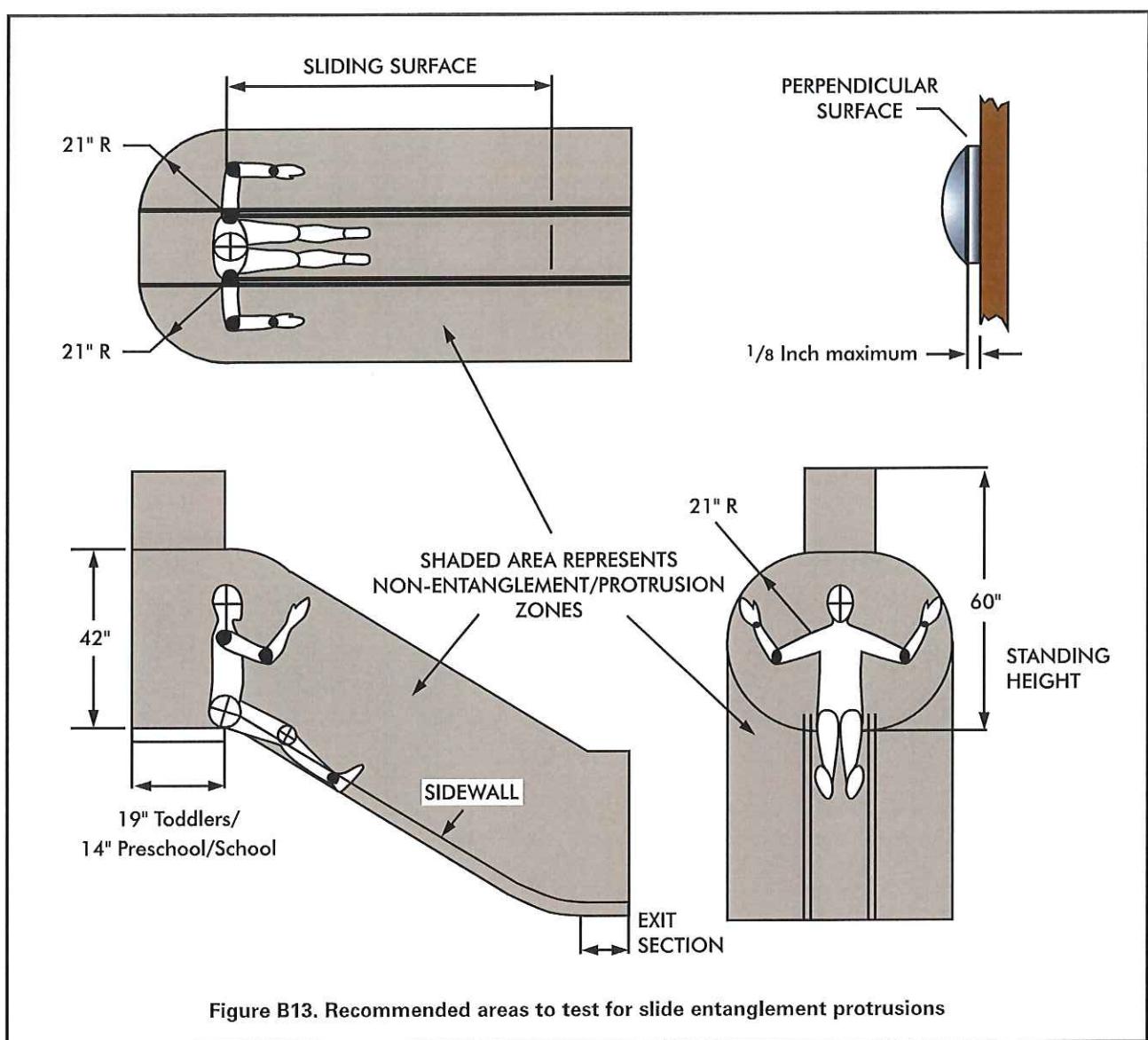
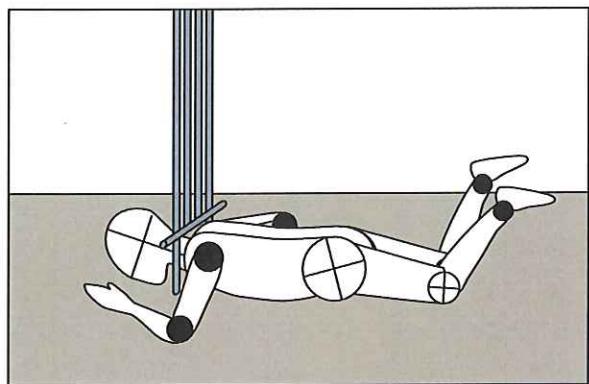
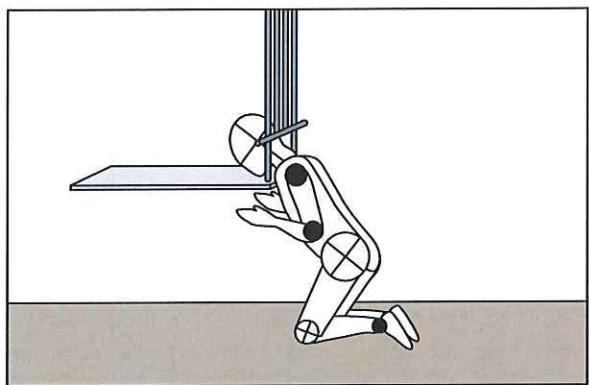


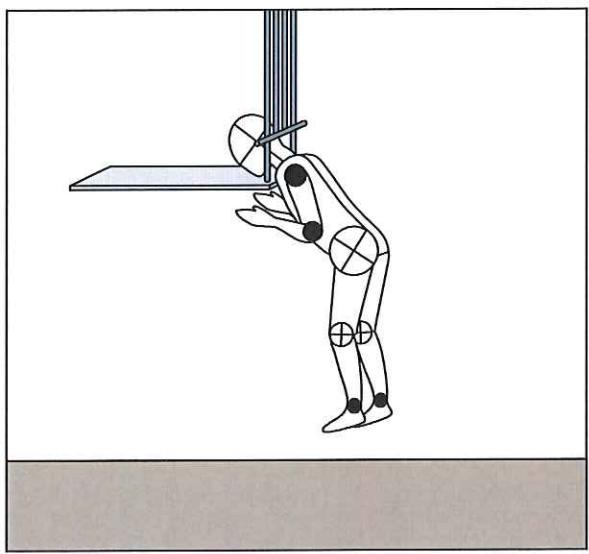
Figure B13. Recommended areas to test for slide entanglement protrusions



Ground-bounded: Not subject to entrapment recommendations.



Low entrapment



High entrapment

Figure B14. Examples of completely bounded openings

## B.2.4 Entrapment

### B.2.4.1 General

Any completely-bounded opening (Figure B14) that is not bounded by the ground may be a potential head entrapment hazard. Even those openings which are low enough to permit a child's feet to touch the ground present a risk of strangulation to an entrapped child, because younger children may not have the necessary intellectual ability and motor skills to withdraw their heads, especially if scared or panicked. An opening may present an entrapment hazard if the distance between any interior opposing surfaces is greater than 3.5 inches and less than 9 inches. If one dimension of an opening is within this potentially hazardous range, all dimensions of the opening should be considered together to fully evaluate the possibility of entrapment. The most appropriate method to determine whether an opening is hazardous is to test it using the following fixtures, methods, and performance criteria.

These recommendations apply to all playground equipment, i.e., toddler, preschool-age, and school-age children. Fixed equipment as well as moving equipment (in its stationary position) should be tested for entrapment hazards. There are two special cases for which separate procedures are given: (1) completely-bounded openings where depth of penetration is a critical issue (see Figure B15) and (2) openings formed by flexible climbing components.

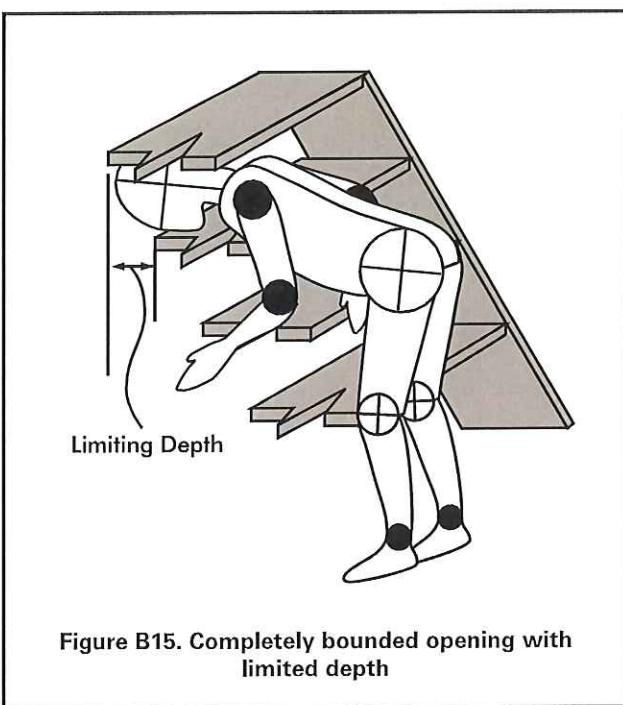


Figure B15. Completely bounded opening with limited depth

## B.2.5 Test fixtures

Two templates are required to determine if completely bounded openings in rigid structures present an entrapment hazard. These templates can easily be fabricated from cardboard, plywood, or sheet metal.

### B.2.5.1 Small torso template

The dimensions (see Figure B3 and Figure B4) of this template are based on the size of the torso of the smallest user at risk (5th percentile 6-month-old child for Figure B3 and 2-year-old child for Figure B4). If an opening is too small to admit the template, it is also too small to permit feet first entry by a child. Because children's heads are larger than their torsos, an opening that does not admit the small torso template will also prevent head first entry into an opening by a child.

### B.2.5.2 Large head template

The dimensions (see Figure B5) of this template are based on the largest dimension on the head of the largest child at risk (95th percentile 5-year-old child). If an opening is large enough to permit free passage of the template, it is large enough to permit free passage of the head of the largest child at risk in any orientation. Openings large enough to permit free passage of the large head template will not entrap the chest of the largest child at risk.

### B.2.5.3 Completely bounded openings with unlimited depth

#### B.2.5.3.1 Test procedure

Step 1: Select the appropriate small torso template based on the intended users of the playground (Figure B3 for toddler playgrounds, Figure B4 for preschool- and school-age playgrounds).

Step 2: Identify all completely bounded openings.

Step 3: Attempt to place the small torso template in the opening with the plane of the template parallel to the plane of the opening. While keeping it parallel to the plane of the opening, the template should be rotated to its most adverse orientation (i.e., major axis of template oriented parallel to the major axis of the opening.)

Step 4: Determine if the small torso template can freely pass through the opening.

No: Pass. Stop

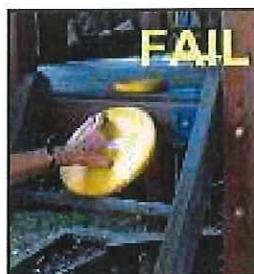
Yes: Continue



Step 5: Place the large head template in the opening, again with the plane of the template parallel to the plane of the opening, and try to insert it through the opening.

Pass: The large head template can be freely inserted through the opening

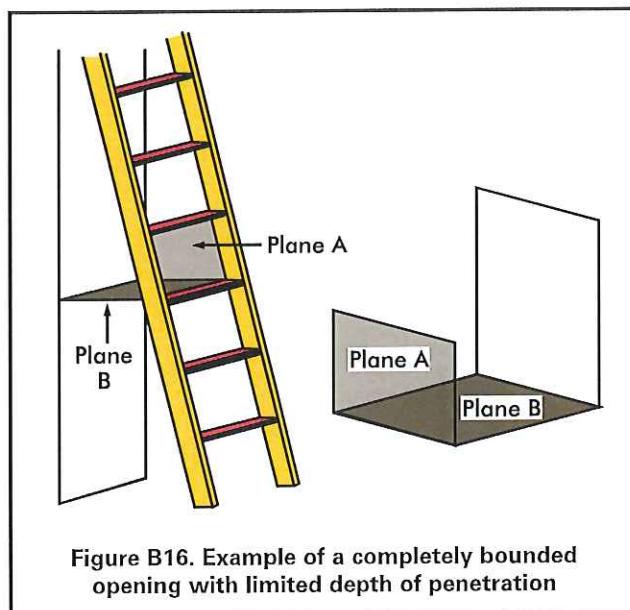
Fail: The opening admits the small torso template but does not admit the large head template.



#### B.2.5.4 Completely bounded openings with limited depth of penetration

The configuration of some openings may be such that the depth of penetration is a critical issue for determining the entrapment potential. For example, consider a vertical wall or some other barrier behind a step ladder. The entrapment potential depends not only on the dimensions of the opening between adjacent steps but also on the horizontal space between the lower boundary of the opening and the barrier. A child may enter the opening between adjacent steps feet first and may proceed to pass through the space between the rear of the lower step and the barrier and become entrapped when the child's head is unable to pass through either of these two openings. In effect, there are openings in two different planes, and each has the potential for head entrapment and should be tested.

Figure B16 illustrates these two planes for a step ladder as well as for a generic opening. Plane A is the plane of the completely bounded opening in question, and Plane B is the plane of the opening encompassing the horizontal space between the lower boundary of the opening in Plane A and the barrier that should also be tested for entrapment hazards.



**Figure B16. Example of a completely bounded opening with limited depth of penetration**

##### B.2.5.4.1 Test procedure

Step 1: Select the appropriate small torso template based on the intended users of the playground (Figure B3 for toddler playgrounds, Figure B4 for preschool-age and school-age playgrounds).

Step 2: Identify all completely bounded openings with limited depth of penetration.

Step 3: Place the small torso template in the opening in Plane A with its plane parallel to Plane A; rotate the template to its most adverse orientation with respect to the opening while keeping it parallel to Plane A.

Step 4: Determine if the opening in Plane A admits the small torso template in any orientation when rotated about its own axis.

**No: Pass.** The opening is small enough to prevent either head first or feet first entry by the smallest user at risk and is not an entrapment hazard.

**Yes:** Continue.

Step 5: Place the small torso template in the opening in Plane B with its plane parallel to Plane B; rotate the template to its most adverse orientation with respect to the opening while keeping it parallel to Plane B.

Step 6: Determine if the opening in Plane B admits the small torso template.

**No: Pass.** The depth of penetration into the opening in Plane A is insufficient to result in entrapment of the smallest user at risk.

**Yes:** Continue.

Step 7: Place the large head template (Figure B5) in the opening in Plane A with its plane parallel to Plane A. Determine if the opening in Plane A admits the large head template.

**No: Fail.** A child, whose torso can enter the opening in Plane A as well as the opening in Plane B, may become entrapped by the head in the opening in Plane A.

**Yes:** Continue.

Step 8: With the plane of the large head template parallel to the opening in Plane B, determine if the opening in Plane B admits the large head template.

**No: Fail.** The largest user at risk cannot exit the opening in Plane B.

**Yes: Pass.** The openings in Plane A and Plane B do not pose an entrapment risk.

### B.2.5.5 Flexible openings

Climbing components such as flexible nets are also a special case for the entrapment tests because the size and shape of openings on this equipment can be altered when force is applied, either intentionally or simply when a child climbs on or falls through the openings. Children are then potentially at risk of entrapment in these distorted openings.

The procedure for determining conformance to the entrapment recommendations for flexible openings requires two three-dimensional test probes which are illustrated in Figure B6, Figure B7, and Figure B8 are applied to an opening in a flexible component with a force of up to 50 pounds.

#### B.2.5.5.1 Test procedure

Step 1: Select the appropriate small torso template based on the intended users of the playground (Figure B3 for toddler playgrounds, Figure B4 for preschool-age and school-age playgrounds).

Step 2: Identify all completely bounded openings with flexible sides.

Step 3: Place the small torso probes (Figures B6 and B7) in the opening, tapered end first, with the plane of its base parallel to the plane of the opening.

Step 4: Rotate the probe to its most adverse orientation (major axis of probe parallel to major axis of opening) while keeping the base parallel to the plane of the opening.

Step 5: Determine if the probe can be pushed or pulled completely through the opening by a force no greater than 30 pounds on toddler playgrounds or 50 pounds on preschool-age and school-age playgrounds.

No: Pass. Stop

Yes: Continue.

Step 6: Place the large head probe (Figure B8) in the opening with the plane of its base parallel to the plane of the opening.

Step 7: Determine if the large head probe can be pushed or pulled completely through the opening by a force no greater than 30 pounds on toddler playgrounds or 50 pounds on preschool-age and school-age playgrounds.

Yes: Pass. Stop.



No: Fail.



### B.2.5.6 Partially bound openings

A partially bound opening is any opening which has at least one side or portion open, such as a U- or V-shaped opening. These openings can still pose an entrapment hazard by allowing the neck to enter but not allowing the head to slip out. A partially bound opening can be any part of the playground equipment where a child could get his or her neck caught, so it includes not only two- or three-sided openings, but also areas of large openings (large enough for the head template to enter) that have the characteristics that can entrap a child's neck. Several examples outlines of this situation are shown in the figures below. Openings that have an outline similar to these figures are often found when two parts of a playground meet, for example, the top of a slide and the side of a guardrail.

Identifying partially bound openings varies depending on the age range of the playground. Openings that should be tested include any opening where:

For toddlers:

- The perimeter of the opening is not closed
- The lowest leg of the opening is tilted upward (i.e. above horizontal) or 45 degrees below horizontal.

For preschool- and school-age:

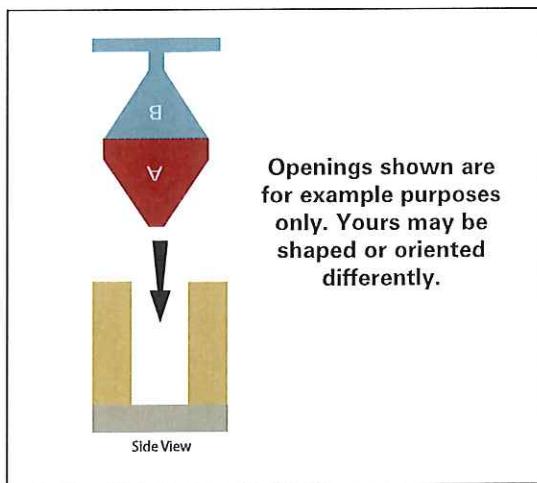
- The perimeter of the opening is not closed
- The lowest leg of the opening is tilted upward (i.e. above horizontal)



**Examples of partially bound openings.** Note, these examples are intended to illustrate the principle of partially bound openings and may or may not require testing.

#### B.2.5.6.1 Test procedure

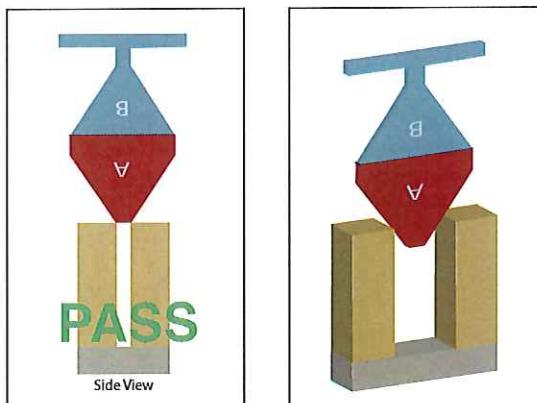
- Step 1: Select the appropriate Partially Bound Template based on the intended users of the playground (Figure B10 for toddler playgrounds, Figure B9 for preschool and school-age playground).
- Step 2: Identify partially bound openings.
- Step 3: Align the template so that the face of the template is parallel to the plane of the opening and the narrow tip of the A section is pointing toward the opening.



- Step 4: Insert the A portion of the template into the opening following the centerline of the opening.
- Step 5: Once inserted as far as possible, determine if there is simultaneous contact between the sides of the opening and both of the top corners at the narrow tip of section A.

Yes: Pass. Stop

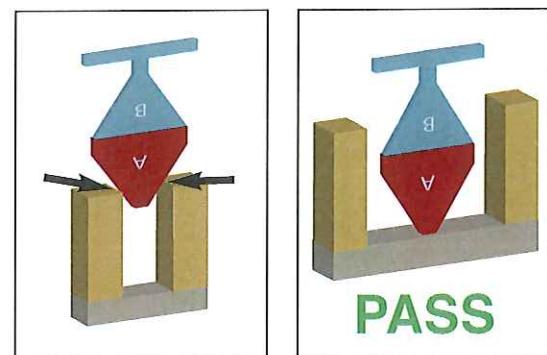
No: continue



- Step 6: While still inserted as far as possible, determine if there is simultaneous contact between both of the angled sides of section A and the sides of the opening.

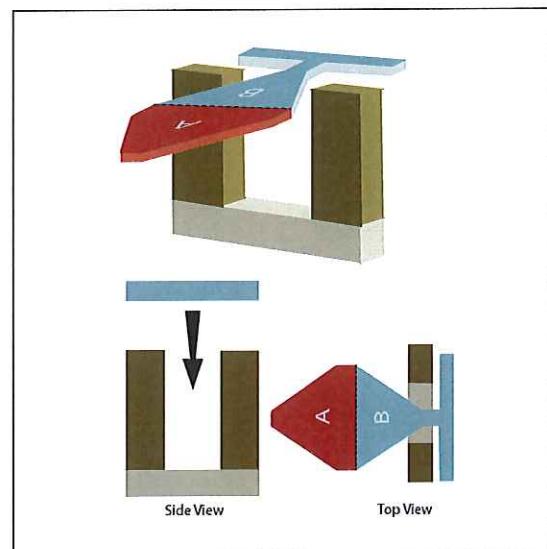
Yes: Note the points on the sides of opening where contact was made and continue

No: Pass. The narrow tip should be resting on the lower boundary of the opening with no contact with the sides of the opening. Stop



- Step 7: Remove the template and turn the template so that the face of the template is perpendicular to the opening.

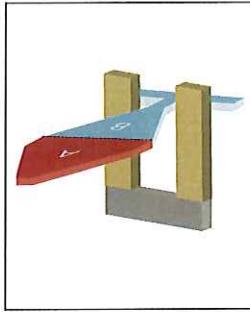
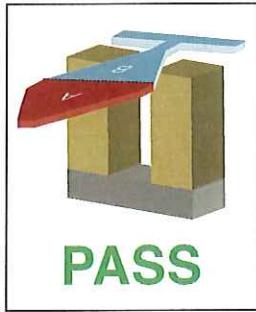
- Step 8: Following the plane of the opening, insert the B portion of the template into the opening so that the narrow part of the B portion is between the sides of the opening.



Step 9: Once inserted as far as possible, determine if the B portion is completely past the points where contact was made on the sides of the opening with the A portion.

No: Pass. Stop

Yes: Toddlers:  
Fail. Stop  
Preschool and  
School-age:  
Continue



Step 11: Determine if the Large Head Template passes freely through the larger opening.

Yes: Pass

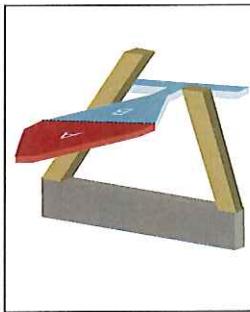
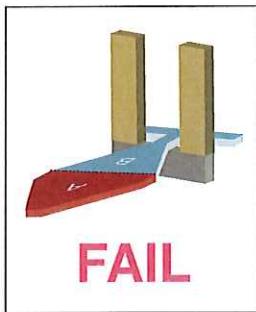
No: Fail



Step 10: Determine if the B portion can reach a point where the opening increases in size.

No: Fail. Stop

Yes: continue



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## AGENDA ITEM REPORT

### Item: 5

Meeting Date: December 12, 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
2. Ordinance 2016-21

#### Agenda Item / Topic:

ITEM 5. **DISCUSSION/ACTION** – Consideration of and action on the adoption of Ordinance No. 2016-21; repealing Ordinance No. 2016-19, and approving and establishing a new official newspaper of the City of Ovilla, Texas..

#### Discussion / Justification:

At the request of Council, staff is bringing this item back for discussion.

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. During the October 11, 2016 Regular Council Meeting, the Council approved and adopted Ordinance 2016-19 declaring the Waxahachie Daily Light as the City's official newspaper for the year.

Staff also inquired about the service fees from the Red Oak Record and the Waxahachie Daily Light. Both are comparable and about the same.

Excerpt from the Local Government Code, Section 52.

Sec. 52.004. OFFICIAL NEWSPAPER. (a) As soon as practicable after the beginning of each municipal year, the governing body of the municipality shall contract, as determined by ordinance or resolution, with a public newspaper of the municipality to be the municipality's official newspaper until another newspaper is selected.

(b) The governing body shall publish in the municipality's official newspaper each ordinance, notice, or other matter required by law or ordinance to be published.

#### Recommendation / Staff Comments:

None

**Sample Motion(s):**

I move that Council approve/deny on the adoption of Ordinance No. 2016-21; repealing Ordinance No. 2016-19, and approving and establishing a new official newspaper of the City of Ovilla, Texas..

## 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 Waxahachie Daily Light, 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:



  
Richard A. Dormier, MAYOR

ATTEST:

  
Pamela Woodall, CITY SECRETARY

## ORDINANCE 2016-21

AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, REPEALING ORDINANCE NO. 2016-19 AND AMENDING CHAPTER 1, SECTION 1.02.002 OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA; ESTABLISHING AND APPROVING AN OFFICIAL CITY NEWSPAPER; PROVIDING A SAVINGS CLAUSE, PROVIDING A SEVERANCE CLAUSE; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

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; and

WHEREAS, on October 11, 2016, the City Council of the City of Ovilla passed and approved Ordinance No. 2016.19 establishing the Waxahachie Daily Light as the official newspaper for the City of Ovilla; and

WHEREAS, the City Council finds and determines that the official newspaper of the City of Ovilla should be the \_\_\_\_\_.

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

**SECTION 1. REPEAL OF ORDINANCE NO. 2016.19 OF THE CITY OF OVILLA, TEXAS**

Ordinance No. 2016.19 of the City of Ovilla, Texas, is hereby repealed in its entirety.

**SECTION 2. AMENDMENT OF CHAPTER 1, SECTION 1.02.002 OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA, TEXAS**

Chapter 1, Section 1.02.002 of the Code of Ordinances of the 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 3. SAVINGS CLAUSE**

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

**SECTION 4. SEVERANCE CLAUSE**

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

## ORDINANCE 2016-21

### SECTION 5.

### INCORPORATION INTO THE CODE OF ORDINANCES

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

### SECTION 6. EFFECTIVE DATE

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

### SECTION 7. PUBLICATION

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

PASSED, APPROVED and ADOPTED by the City Council of the City of Ovilla, Texas on this the 12th day of December, 2016.

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Richard Dormier, Mayor

ATTEST:

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Pamela Woodall, City Secretary

APPROVED AS TO FORM:

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Ron G. MacFarlane, Jr., City Attorney

## AGENDA ITEM REPORT Item 6 – Items pulled from Consent

Meeting Date: December 12, 2016

Department: Administration/Finance

Discussion Action

Budgeted Expense:  YES  NO  N/A

Submitted by: Staff

Amount: N/A

### Discussion / Justification:

All consent items are attached for Council consideration. Any items pulled from the Consent agenda will be reviewed under this item.

### Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move to approve . . .

## AGENDA ITEM REPORT

### Item 7

Meeting Date: December 12, 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 7. **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.*