

*City of O*VILLA City Council

Rachel Huber, Place One

Dean Oberg, Place Two

David Griffin, Place Three, Mayor Pro Tem

Richard Dormier, Mayor

Doug Hunt, Place Four

Michael Myers, Place Five

John R. Dean, Jr. City Manager

NOTICE OF CITY COUNCIL BRIEFING SESSION

105 S. Cockrell Hill Road, Ovilla, TX 75154

Monday, August 14, 2017

6:00 P.M.

Council Chamber Room

AGENDA

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

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the August 14, 2017 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.cityofovilla.org, on the 11th day of August 2017 prior to 6:00 p.m., in compliance with Chapter 551, Texas Government Code.



Pamela Woodall, City Secretary

DATE OF POSTING: 8.11.2017 TIME: 10:00 am/pm
DATE TAKEN DOWN: _____ TIME: _____ am/pm

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

City of Ovilla City Council

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105 S. Cockrell Hill Road, Ovilla, TX 75154

Monday, August 14, 2017

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, August 14, 2017** at **6:30 P.M.** in the Ovilla Municipal Building, Council Chamber Room, 105 S. Cockrell Hill Road, Ovilla, Texas, 75154, for the purpose of considering the following items:

I. CALL TO ORDER

- Invocation
- US. Pledge of Allegiance and TX Pledge

II. COMMENTS, PRESENTATIONS & REPORTS

- Proclamation: Happy House Day Care
- Ellis County District Attorney Patrick Wilson will give a drones presentation.

▪ 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.

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. June 2017 Financial Transactions over \$5,000
- C2. Investment Report for quarter ended June 2017
- C3. Committed Fund Balance Report as of June 30, 2017
- C4. Dallas County Master Interlocal Agreement (Road and Bridge)
- C5. Direct Service Inspection Agreement (Heat/Air systems)
- C6. Trinity River Authority of TX annual technical services fee schedule
- C7. Trinity River Authority of TX Red Oak Creek Regional Wastewater System Advisory Committee appointment of John Dean.
- C8. Minutes of the August 03, 2017 Special Council Meeting and Budget Workshop
- C9. Minutes of the July 10, 2017 Briefing Session and Regular Meeting
- C10. Minutes of the June 29, 2017 Special Council Meeting and Budget Workshop
- C11. Minutes of the June 26, 2017 Special Council Meeting and Budget Workshop
- C12. Minutes of the June 12, 2017 Briefing Session and Regular Meeting

IV. DEPARTMENT REPORTS

▪ Department Activity Reports / Discussion

- Police Department
 - Monthly Report
- Fire Department
 - Monthly Report
- Public Works

Police Chief B. Windham

Fire Chief B. Kennedy

Public Works Director B. Piland

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- Monthly Report /Water loss report
 - 1. Monthly Park Maintenance Reports
 - 2. Street Maintenance Report
- Finance Department Accountant L. Harding
 - June 2017 Financials
 - Bank Balances through August 10, 2017
- Administration
 - City Manager Reports
 - Monthly Municipal Court Report
 - Monthly Code/Animal Control ReportsCity Secretary P. Woodall
Code/AC Officer M. Dooly

VI. REGULAR AGENDA

ITEM 1. ***DISCUSSION*** – Staff update regarding the July 10, 2017 Order of Abatement constituting a “Nuisance Outside Storage” under Article 8.02 of the Code of Ordinances of the City of Ovilla, at 101 Oakwood Lane, Ovilla, TX 75154.

ITEM 2. ***DISCUSSION/ACTION*** – Receive and consider recommendation from the Planning and Zoning Commission to consider revisions to Chapter 10, Section 10.02.130 and Chapter 14, Sections 14.3, 15.3, 16.3, 17.3 and 18.3, regarding the minimum square feet for living areas in newly erected or constructed residential dwelling, directing staff as necessary.

ITEM 3. ***DISCUSSION/ACTION*** – Consideration of and action to consider revision to Appendix A, Fee Schedule, Section A7.003 Water Rates of the Ovilla Code of Ordinances, and direct staff as necessary.

ITEM 4. ***DISCUSSION/ACTION*** – Consideration of and action on improvements to culvert/ditch work on Cockrell Hill Road and Main Street.

ITEM 5. ***DISCUSSION/ACTION*** – Consideration of and action on Resolution R2107-20 to approve a Master Subscription Agreement with GovPilot effective October 1st, 2017, authorizing the Mayor to execute said agreement.

ITEM 6. ***DISCUSSION/ACTION*** – Consideration of any item(s) pulled from the Consent Agenda above for individual consideration and action.

VII. EXECUTIVE SESSION

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

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

ITEM 7. ***DISCUSSION/ACTION*** – Closed session called pursuant to Section §551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property.

City of Ovilla City Council

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John R. Dean, Jr. City Manager*

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

IX. ADJOURNMENT

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Pamela Woodall, City Secretary

DATE OF POSTING: 8.14.2017 TIME: 10:15 am/ pm
DATE TAKEN DOWN: _____ TIME: _____ am/ pm

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CONSENT ITEMS C1 – C12

Meeting Date: August 14, 2017

Department: Administration/Finance

Discussion Action

YES NO N/A

Submitted by: Staff

Amount: N/A

Attachments:

- C1. June 2017 Financial Transactions over \$5,000
- C2. Investment Report for quarter ended June 2017
- C3. Committed Fund Balance Report as of June 30, 2017
- C4. Dallas County Master Interlocal Agreement (Road and Bridge)
- C5. Direct Service Inspection Agreement (Heat/Air systems)
- C6. Trinity River Authority of TX annual technical services fee schedule
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Discussion / Justification:

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move to approve the consent items as presented.



DATE: August 14, 2017

TO: Honorable Mayor and Council Members

FROM:
Linda Harding, Accountant

SUBJECT: Transactions Over \$5,000 For June 2017

**City of Ovilla Expenditures Over \$5,000
for the Month of JUNE 2017**

Date	Check#	General Fund Payee	Description	Amount
6/1/2017		Quick Books Payroll Service	Payroll	\$ 48,199.19
6/2/2017	46505	US Treasury	Payroll Taxes	\$ 8,469.52
6/2/2017	46515	Gexa	Electricity	\$ 5,225.83
6/2/2017	46525	United Health Care	Health Insurance	\$ 11,232.60
6/9/2017	46541	Waste Connection	Solid Waste	\$ 17,966.00
6/12/2017	46558	T.M.R.S.	Retirement	\$ 15,196.55
6/15/2017	ach	Quick Books Payroll Service	Payroll	\$ 46,976.24
6/16/2017	46561	US Treasury	Payroll Taxes	\$ 8,377.10
6/30/2017	46626	EDC	Due to EDC	\$ 23,455.64
6/30/2017	46610	Gexa	Electricity	\$ 5,362.98
6/29/2017	ach	Quick Books Payroll Service	Payroll	\$ 51,234.67
6/30/2017	46599	US Treasury	Payroll Taxes	\$ 9,058.42
6/30/2017	46623	United Health Care	Health Insurance	\$ 11,077.40
Total General Fund Transactions \$5,000 and Over				\$ 261,832.14
Date	Check#	Water & Sewer Fund Payee	Description	Amount
6/2/2017	16770	City of Ovilla General Fund	Solid Waste	\$ 20,449.96
6/2/2017	16772	Trinity River Authority	Sewer	\$ 23,897.00
6/14/2017	16787	City of Ovilla General Fund	Payroll 6 2 17	\$ 12,445.63
6/16/2017	16789	City of Dallas	Water	\$ 33,656.71
6/16/2017	16788	City of Ovilla General Fund	Payroll 6 16 17	\$ 13,043.06
6/20/2017	16798	City of Ovilla General Fund	Solid Waste	\$ 24,820.80
6/30/2017	16801	City of Ovilla General Fund	Payroll 6 30 17	\$ 13,674.23
Total Water & Sewer Fund Transactions \$5,000 and Over				\$ 141,987.39



DATE: August 14, 2017

TO: Honorable Mayor and Council Members

FROM:

Linda Harding, Accountant

SUBJECT: Investment Report for Quarter Ending June 30, 2017

**City of Ovila
Investment Report
For Quarter Ending June 30, 2017**

Fund	Bank	Investment Type	Description	Bank Account Number	Quick Books Account #	Inception Date	Maturity Date	Rate	Beginning Market Value 3-31-2017	Activity During Quarter	Ending Market Value 6/30/2017	Book Value 6/30/2017	Difference
GENERAL FUND													
GF	Prosperity Bank	Operating	General	6602106437	1012500	N/A	N/A	0.4000%	\$ 1,655,629.26	Interest Earned	\$ 1,494.88		
										Net Deposit	\$ 669,445.28		
										New Withdrawals	\$ 893,557.29		
										Ending Balance	\$ 1,426,916.13		\$ 0.01
GF	Texstar Investment	Pool	701711110	1012525	N/A	N/A	0.8631%	\$ 3,747.95	Interest Earned	\$ 7.23			
										Withdrawal	\$ -		
										Ending Balance	\$ 3,755.18		\$ 0.01
GF	Prosperity Bank	Money Market	9307605	1012520	3/2111	N/A	0.3500%	\$ 230,194.11	Interest Earned	\$ 200.93			
										Withdrawal	\$ -		
										Ending Balance	\$ 230,395.04		(\$0.01)
GF	Texstar Investment	Pool	701711120	1011525	N/A	N/A	0.8631%	\$ 934.11	Interest Earned	\$ 1.81			
											\$ 935.92		\$ 0.01
GF	Prosperity Bank	Money Market	9307583	1012250	N/A	N/A	0.3500%	\$ 128,001.65	Interest Earned	\$ 111.72			
										Net Deposit	\$ -		
										New Withdrawals	\$ -		
										Ending Balance	\$ 128,113.37		\$ 0.01
GF	Prosperity Bank	Lease		1012510	N/A	N/A	0.0000%	\$ -	Interest Earned	\$ 0.00			
										Net Deposit	\$ 1,152.62		\$ 1,152.62
										Ending Balance	\$ 1,152.62		\$ 0.01
GF	Prosperity Bank	CD	670010694	1012260	2/25/14	2/25/15	0.0350%	\$ 247,065.40	Interest Earned	\$ 331.34			
										Net Deposit	\$ -		
										New Withdrawals	\$ -		
										Ending Balance	\$ 247,396.74		\$ 0.01
GF	Prosperity Bank	CD	670010698	1012290	10/17/12	10/17/13	0.3000%	\$ 56,028.91	Interest Earned	\$ 69.08			
										Net Deposit	\$ 56,097.99		\$ 0.01
										New Withdrawals	\$ 233.89		
										Ending Balance	\$ 59,859.50		\$ 0.01
GF	Prosperity Bank		216188662	1012295	5/25/15	N/A	0.4000%	\$ 197,597.88	Interest Earned	\$ 287,721.27			
										Net Deposit	\$ 2,392,484.26		(\$0.01)
DEBT SERVICE													
Debt	Prosperity Bank	Savings Account		66066202391	1010000	N/A	N/A	0.3500%	\$ 452,032.92	Interest Earned	\$ 416.01		
										Deposits	\$ 40,677.51		
										Deductions	\$ 2,027.48		
										Ending Balance	\$ 451,038.96		\$ 0.01
Water & Sewer Utility Fund													
WWS	Prosperity Bank	Operating	Utility	6602109445	1021500	N/A	N/A	0.4000%	\$ 521,767.53	Interest Earned	\$ 564.09		
										Net Deposit	\$ 483,098.41		

**City of Ovila
Investment Report
For Quarter Ending June 30, 2017**

**City of Owilla
Investment Report
For Quarter Ending June 30, 2017**



DATE: August 14, 2017

TO: Honorable Mayor and Council Members

FROM:

Linda Harding, Accountant

SUBJECT: Committed Fund Balance Report as of June 30, 2017

**Committed Fund Balance Report
for General Fund as of Quarter Ending June 30, 2017**

	Account Number	General Fund 2016-2017 Budget
FY 2016-2017 Budget		3,788,740
CAPITAL ASSETS and RESERVE ACCOUNTS:		
Machinery and Equipment	5106440	(7,500)
Furniture	5106465	(1,000)
Audio and Visual Equipment	5106470	0
Buildings	5107420	0
Machinery and Equipment	5107440	(49,999)
Reserve for Contingency	5109001	32,507
Reserve for PD and FD Radios	5109015	(93,770)
Machinery and Equipment	5206440	(9,200)
Personal Protective Equipment	5206445	(2,600)
Capital Outlay - Vehicles	5206450	(49,000)
Machinery and Equipment	5306440	(10,300)
Personal Protective Equipment	5306445	(20,247)
Capital Outlay - Vehicles	5307450	(55,000)
Machinery and Equipment	5406440	(1,000)
Machinery and Equipment	5506440	(20,750)
Personal Protective Equipment	5506445	(300)
Machinery and Equipment	5507440	(56,000)
Machinery and Equipment	5606440	(14,714)
4B EDC Restroom Land Improvements	5607410	(75,000)
4B EDC Monument Signs	5607415	(30,000)
Machinery and Equipment	5607440	(6,000)
Total 2015-2016 Budget Less Capital Assets and Reserve		3,318,867
Resolution Number 2013-002		25%
REQUIRED UNASSIGNED FUND BALANCE IN GENERAL FUND		\$ 829,716.75

ALL G/F BANK ACCOUNT BALANCES AS OF 6/30/2017		
Prosperity Bank (Operating Acct 9437)	1012500	\$ 1,426,916.13
Prosperity Money Market (Acct #9307605)	1012520	\$ 230,395.04
TexStar Reserves (Acct. #07017-1110)	1012525	\$ 3,755.18
TexStar Money Market (Acct 1112)	1011525	\$ 95.92
Prosperity Money Market Reserve (Acct. #9307583)	1012250	\$ 128,113.37
Prosperity CD (Acct. #670010694)	1012260	\$ 247,396.74
Prosperity Bank CD (Acct. #670010608)	1012290	\$ 56,097.99
ALL BANK ACCOUNTS Total Unassigned Fund Balance in General Fund		\$ 2,092,770.37
REQUIRED UNASSIGNED FUND BALANCE IN GENERAL FUND		\$ 829,716.75
Excess in Unassigned Fund Balance in ALL ACCOUNTS		\$ 1,263,053.62
INFRASTRUCTURE -LARIAT, WATER, SHADOW WOOD/SILVER WOOD		\$ 250,016.00
SALE OF ASSET: FIRE RESCUE PUMP AND TANK \$91,000, LESS BROKER FEE OF \$6,370 AND POSTAGE FEE OF \$7.10		\$ (84,622.90)
SALE OF ASSET: FIRE BRUSH TRUCK 4/2016 \$14,000 LESS 10% BROKER FEE \$1,400		\$ (12,600.00)
SALE OF ASSET: FIRE TRUCK 11/2016 \$5,500 LESS 10% BROKER FEE \$450		\$ (5,050.00)
SALE OF ASSET: 1990 PUMP TRUCK 1/1817 \$9,600 LESS 10% BROKER FEE \$960		\$ (8,640.00)
FIRE DEPARTMENT EQUIPMENT PURCHASE - 2016 COMMAND VEHICLE equipment contribution		\$ 55,000.00
FIRE AND POLICE DEPARTMENT RADIO EQUIPMENT PURCHASE GRAND TOTAL \$187,539.20		
city equip acct 40,000,		\$ 40,000.00
BALANCE AVAILABLE FROM SALE OF EQUIPMENT	\$ (15,912.90)	\$ 997,124.72



DALLAS COUNTY PUBLIC WORKS

received
7-27-17 PL

Brad Piland
Director of Public Works
City of Ovilla
105 Cockrell Hill Road
Ovilla, Texas 75154

July 19, 2017

Re: Dallas County Master Interlocal Agreement Governing Co-Sponsored and/or
Co-Funded Road & Bridge Maintenance Projects

Dear Mr. Piland:

Dallas County is very proud of the successful Road and Bridge Master Interlocal Agreements (R&B ILA) partnership with the communities in the County, especially Ovilla. **The current agreement is set to expire soon on December 31, 2017.** We are updating the R&B ILAs prior to that deadline so we can continue to partner on projects co-sponsored and/or funded with our municipal partners without interruption. To this end, we have drafted a Master Interlocal Agreement which sets out our respective responsibilities, obligations, expectations, and duration when undertaking qualified road maintenance activities. **This agreement will provide for continued partnership on these types of projects until December 30, 2022.**

Having an updated master interlocal agreement in place is critical to timely action when joint maintenance road projects are needed. Please review the attached proposed agreement as soon as possible. If it meets with your approval, please present it to your local governing body (i.e. City Council) for its consideration and adoption. Then return the adopted agreement to my attention for presentation to the Dallas County Commissioners Court. We are trying to get the locally approved documents back in time to finalize before the December 31, 2017 deadline.

We appreciate your timely consideration of this matter. Should you have questions, comments or concerns, please contact Jack Tidwell, Procurement and Outreach Manager at 214-653-7172 or via email at jack.tidwell@dallascounty.org.

Sincerely,

A handwritten signature in black ink.

Alberta L. Blair, P.E.
Director of Public Works

Attachment (Master Road & Bridge Interlocal Agreement)

cc: Richard Dormier, Mayor
Dennis Burn, City Manager
Antoinette Bacchus, P.E., Assistant Director of Public Works
John Wiley Price, Commissioner, Road and Bridge District 3
Roger Miller, Road and Bridge Superintendent, District 3
Sherri Turner, Assistant District Attorney

**MASTER INTERLOCAL AGREEMENT
BETWEEN DALLAS COUNTY AND THE CITY/TOWN OF OVILLA
PERTAINING TO TRANSPORTATION-RELATED MAINTENANCE ON OR ABOUT
CERTAIN DESIGNATED ROADWAYS SITUATED WITHIN THE TERRITORIAL
LIMITS OF THE CITY/TOWN OF OVILLA**

This Master Interlocal Agreement (“Master Agreement”) is made by and between Dallas County, Texas (hereinafter “County”) and the City/Town of Ovilla, Texas (hereinafter “City/Town” refers to the applicable City or Town, which is a party to this Master Agreement) acting by and through their duly authorized representatives and officials, for the purpose of Transportation Improvements on roads inside Dallas County.

WHEREAS, pursuant to Court Order _____, dated _____, County Commissioners Court approved participation in Transportation Projects within the City/Town of Ovilla; and

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

WHEREAS, the County and the City/Town desire to enter into an Interlocal Agreement (hereinafter “Master Agreement”) for the purpose of jointly coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type B” Roadways, also situated wholly within the territorial limits of the City/Town; and

WHEREAS, the County and the City/Town desire to enter into a Master Agreement for the purpose of jointly coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type C” Roadways, also situated wholly within the territorial limits of the City/Town; and

WHEREAS, the County and the City/Town desire to enter into a Master Agreement for the purpose of the City/Town retaining and authorizing County, through its Road & Bridge forces, to maintain and/or improve various “Type E” Roadways, situated wholly within the territorial limits of the City/Town; and

WHEREAS, the County and the City/Town desire to enter into a Master Agreement for the purpose of the City/Town authorizing and retaining County, through its Road & Bridge forces, to perform minor transportation-related improvements and/or maintenance services, including but not limited to pothole repair, cleaning and clearing of drainage culverts, roadway debris removal, and the like, which services do not fall squarely within the purview of “Type B” or “Type E” Roadway Projects, such projects to be performed on or about public roadways and alleyways situated wholly within the territorial limits of the City/Town; and

WHEREAS, this collaboration between the County and the City/Town is consistent with Strategy 4.2 of Dallas County’s Administrative Plan in that it fosters partnership between the County and

local cities therein on local transportation projects;

NOW THEREFORE, THIS AGREEMENT is hereby made and entered into between the County and the City/Town for the mutual consideration stated herein:

I. DEFINITIONS

The following definitions are incorporated by reference into this agreement for all purposes.

1. Type B: Improvements and maintenance of thoroughfares and bridges of major cross-county importance which are either existing or proposed. The Regional Thoroughfare Plan for North Central Texas Council of Governments will be used as a guide to determine which thoroughfares are of major cross-county importance.
2. Type C: Improvements and maintenance of thoroughfares which are affected by state highway programs, planning and policies, including right-of-way, curb and gutter, and storm sewer projects that participate with state department of highways and public transportation as designated by the state as being part of the state highway system.
3. Type E: Improvements and maintenance of streets, alleys, roads, bridges and drainage facilities for a local governmental entity as defined under Chapter 791 of the Texas Government Code.

II. PURPOSE

City/Town has requested in the past, and will likely request in the foreseeable future (1) that the County participate in the funding of, certain roadway improvements and/or maintenance projects (“projects”) on the City/Town’s street system, which projects shall be duly qualified “Type B” Roadway Projects; (2) that County participate in the funding of, certain roadway improvements and/or maintenance projects (“projects”) on the City/Town’s street system, which projects shall be duly qualified “Type C” Roadway Projects; (3) that the County provide certain roadway improvements and/or maintenance services (“projects”) on the City/Town’s street system, which projects shall be duly qualified “Type E” Roadway Projects; or (4) that the County, through its Road & Bridge forces, perform certain minor transportation-related improvements and/or maintenance services on or about the City/Town’s streets and alleyways, which do not fall squarely within the collaborations contemplated by either of the aforementioned. The terms and conditions set forth herein provide the cooperative framework for the County and the City/Town to jointly undertake one or more of these transportation-related maintenance projects upon public roadways situated wholly within the incorporated and territorial jurisdiction of the City/Town.

Each roadway maintenance project commenced hereunder shall be fully and specifically set forth and described in a separate Project Specific Agreement (“PSA”), and shall be approved by specific order of the Dallas County Commissioners Court, as well as the governing body of the City/Town.

Projects undertaken pursuant to this Agreement are for the benefit of the City/Town and the County, and not the purposeful benefit of any third parties. It is the express intention of the

City/Town and the County that any person or entity, other than the City/Town or the County, receiving services or benefits hereunder shall be deemed incidental beneficiaries only.

Nothing herein shall be construed so as to prevent the County and the City/Town from collaborating and working jointly, without prior and formal approval of their respective governing bodies, in cases of national, state or local emergencies or natural disasters.

III. CITY/TOWN'S CONTRIBUTION

For duly qualified "Type B" and "Type C" Roadway Projects contemplated hereunder, the City/Town shall be responsible for the total funding and payment for the roadway maintenance services, less any amounts contributed by the County, which contributions, if any, may not exceed fifty percent (50%) of the total project costs, and may be made through commitment of financial resources or in-kind services, i.e. use of County's labor, equipment and/or materials.

For all other projects contemplated hereunder, the City/Town shall be responsible for one hundred percent (100%) of the funding for services provided in whole or in part through the use of County Road & Bridge personnel, equipment and/or materials.

All expenditures herein undertaken by the City/Town or the County for the performance of these government functions shall be made from current revenues available to them.

IV. CITY/TOWN'S OBLIGATIONS

Prior to the commencement of any project hereunder, the City/Town shall clearly detail the location, scope and nature of the services it desires performed. Should the City/Town desire that the County, through deployment of its Road & Bridge workforces, perform such services, the County shall prepare a written and detailed proposal for the City/Town's consideration and approval, indicating all work to be performed by the County, and at what costs and expense to the City/Town. Before any such work commences, the City/Town and the County must have a clear and mutual understanding of the scope of services to be provided by the County and the costs associated with each such project. Said mutual understanding shall be evidenced by written documentation, i.e. project specific agreements, which shall only be binding once approved by the County and the governing body of the City/Town.

For all projects wherein the County is obligated to provide improvements and/or maintenance services, immediately upon the County's commencement of work duly authorized by them, the City/Town shall set aside, segregate and escrow for the County's benefit, the full agreed amount for costs and expenses for each project undertaken. County may elect to bill against segregated funds on a monthly basis for services performed during the course of the month, or it may bill against the segregated funds in full once a project is completed. In either event, the County shall be paid promptly, and in full once the project is completed.

Where required by the nature of the projects undertaken, the City/Town, at its own expense, shall be responsible for the following: (1) informing the public of the proposed maintenance or construction activity regarding the project; (2) acquiring any right-of-way necessary to complete

the project under consideration; (3) locating all manholes, water valves, and other utilities within the project; (4) making or causing to be made, all utility relocations or adjustments necessary for the execution and completion of the project; (5) remediating any hazardous or regulated materials, or other environmental hazards on or near the project site; and (6) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the project to be completed in a timely and safe manner. City/Town agrees to accomplish these functions, if required by projects under consideration, in a timely and efficient manner to ensure that such activity will not delay the County's timely performance of its improvements and/or maintenance activities.

City/Town agrees to permit the County, at the County's expense, to conduct routine special studies of traffic conditions within the City/Town, which studies may include traffic counts, measurements of speeds, delays, congestion, etc.

V. COUNTY'S CONTRIBUTION

For all projects contemplated hereunder, the County shall contribute as follows:

1. For all duly qualified "Type B" and "Type C" Roadway Projects, the County shall contribute an amount not to exceed fifty percent (50%), which contribution may be through pledge and commitment of County Road and Bridge funds, use of County Road and Bridge personnel and/or equipment, or a combination of the two.
2. For all other duly qualified projects, the County's contribution hereunder shall be limited solely to supplying labor, materials and/or equipment necessary to provide improvements and/or maintenance services, all of which shall be provided at the City/Town's, or another funding source's, expense.

VI. COUNTY'S OBLIGATIONS

County shall not undertake performance of any project hereunder, until such time as same has been specifically approved per the protocol set forth in Section II., as listed above and incorporated herein by reference. Once so approved, if called upon to do so, the County shall perform all services contemplated hereunder in a good and workmanlike manner. Further, the County shall not assign its rights, or delegate its duties and obligations hereunder to any third party without prior written approval of the City/Town. Nothing herein shall be construed to prohibit the County from using subcontractors, where reasonably necessary, to aid in the completion of projects.

Should the County, in executing any project contemplated hereunder, encounter adverse conditions unforeseen by the City/Town or the County, the County shall immediately bring same to the attention of the City/Town, and await direction and guidance from the City/Town on the resolution of same. Where reasonably required by nature of the unknown condition, the County may cease performance hereunder until such time as adverse conditions are rectified or remedied by the City/Town, and such delay shall not constitute a material breach of this Agreement.

VII. TERM

The initial term of this Agreement shall be from the date of last execution by any required signatory party hereto until December 30, 2022. However, either party hereto, shall have the absolute right to terminate this Agreement, without cause, at any time, upon providing sixty (60) days written notice to the other party. If necessary, notice of termination shall be tendered consistent with the notice provisions and protocol, which is stated below and incorporated herein by reference.

VIII. LIABILITY

County and City/Town agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Master Agreement, without waiving any governmental/sovereign immunity available to the County or the City/Town or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

IX. FISCAL FUNDING

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City/Town shall have no right of action against the County as regards this Master Agreement, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of City/Town funding for each item and obligation contained herein. County shall have no right of action against the City/Town as regards this Master Agreement, specifically including any funding by City/Town of the Project in the event that the City/Town is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City/Town, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

X. MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Master Agreement and any attachments hereto, set forth the entire agreement between the parties respecting the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting the same.

B. Applicable Law. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and exclusive venue shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Agreement is expressly made subject to the County's and the City/Town's Governmental and/or Sovereign Immunity, pursuant to Title 5 of Texas Civil Practice and Remedies Code, and all applicable State of Texas and federal laws.

C. Severability. If any term, covenant, condition or provision of this Master Agreement shall be declared invalid, illegal, or unenforceable in any respect by a tribunal of competent jurisdiction, the remaining terms, covenants, conditions, and provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

D. Not an Agent. County and City/Town mutually agree that neither entity acting hereunder shall be considered an agent of the other, and that each entity is responsible, if at all, for its own acts, forbearance, and deeds.

E. Venue. This Master Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

F. Amendment. This Master Agreement may be supplemented and/or amended at any time through the mutual consent of both the County and the City/Town, so long as all amendments, changes, revisions, and discharges of this Master Agreement, in whole or in part, are reduced to writing and executed by the parties thereto.

G. Notice. All notices, requests, demands, and other communication under this Master Agreement shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:

Director of Public Works
411 Elm Street, Fourth Floor
Dallas, Texas 75202

CITY/TOWN:

Brad Piland
Director of Public Works
105 Cockrell Hill Road
Ovilla, Texas 75154

H. Counterparts. This Master Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

I. Headings. The headings and titles used herein are for sake of convenience only, and are not intended to affect the interpretation or construction of such provisions.

J. Contingent. This Master Agreement is expressly contingent upon formal approval by the Dallas County Commissioners Court and the governing body of the City/Town of Ovilla, Texas.

The City/Town of Ovilla, State of Texas, has executed this Master Agreement pursuant to duly authorized City/Town Council Action on the _____ day of _____, 2017.

The County of Dallas, State of Texas, has executed this Master Agreement pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2017.

Executed this the _____ day of _____, 2017.

Executed this the _____ day of _____, 2017.

CITY/TOWN OF OVILLA:

CITY/TOWN MANAGER

CLAY LEWIS JENKINS
COUNTY JUDGE

ATTEST:

CITY/TOWN SECRETARY

APPROVED AS TO FORM:

Assistant City Attorney

APPROVED AS TO FORM:*

FAITH JOHNSON
DISTRICT ATTORNEY

Sherri Turner
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

DIRECT SERVICE COMPANY

AIR CONDITIONING • HEATING • PLUMBING •
REFRIGERATION • CHILLERS • BOILERS

TACL#A013190E

TACL#B013190R

M36775

(214) 350-9957
(972) 617-9977
(972) 723-3320
(817) 284-5577
(800) 962-1245
(972) 617-1699 Fax



July 21st 2017

INSPECTION SERVICE AGREEMENT

Direct Service Company agrees to furnish all labor for the purpose of maintaining the efficient operation of the heating and air conditioning equipment.

City Of Ovilla
105 Crockerell Hill Rd
Ovilla, TX 75154
*City Hall
*Ovilla Fire
*Ovilla Police

Direct Service Company will make Quality Service Check and Cleaning in regards to the equipment listed in "Schedule A", by trained personnel for the purpose of:

- A. Oiling of motors and bearings if applicable.
- B. Replacement of filters.
- C. Visually and manually verifying the integrity of electrical connections.
- D. Record voltage and amperage reading of electric motors.
- E. Verify and record refrigerant pressures.
- F. Perform an operating test of equipment to insure proper operation of internal controls, relays, starters, thermostats, and safety limits.
- G. Inspect and clean condenser coils and evaporator coils. One condenser coil cleaning
- H. Clean condensate drain pans & add algy tablets

Direct Service Company will provide poly panel filters for each inspection visit, and one belt change out per year, for any unit requiring a belt. After each inspection, Direct Service Company personnel will review operating procedures with the customer's maintenance personnel, and provide a written report of activities completed. Direct Service Company will report any repairs, or maintenance beyond normal procedures, to the customer that are necessary for proper operation of the equipment. It will be the customer's responsibility to authorize any desired repairs beyond the scope of this agreement, through written approval, and understand such repairs are at an additional charge.

During the first thirty (30) days of this agreement, if Direct Service Company should find any equipment covered under this agreement to be in need of repair and/or replacement, Direct Service Company will inform the customer in writing of the equipment condition, as well as proposed remedial action. When Direct Service Company provides such notification to the customer during the first thirty (30) days, both parties shall understand that Direct Service Company will not be responsible for the present or future repairs, or replacement, or operational ability of the mentioned equipment, unit such time as the equipment is restored to an acceptable operational condition, as per the judgement of Direct Service Company.

P. O. Box 3060, Waxahachie, TX 75168

Regulated by The Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599

Direct Service Company does not guarantee a complete lack of equipment failure, nor liability for loss incurred from failure. The customer will receive **24-hour preferential service during emergency situations**. The customer will be notified in writing of any equipment that will not be available for use within the initial 24 hours and a statement of the approximate time any such equipment will be returned to service.

The following are exclusions to the agreement:

1. Any labor and materials for clean up not directly involved with the equipment performance.
2. Painting.
3. Electrical wiring from the equipment service disconnects to the electrical main service, as well as fuses, breakers, and disconnect switches.
4. Air distribution systems including:
 - A. Flex and rigid duct.
 - B. Registers and grills.
 - C. Insulation.
 - D. Actuators and dampers.
 - E. Air balancing.
5. Parts and materials, including, but not limited to:
 - A. Compressors; new, rebuilt or replaced.
 - B. Condenser motors and blades, blower motors and squirrel cages.
 - C. Water pumps and distribution systems.
 - D. Water regulators, valves and actuators.
 - E. Bearings.
 - F. Refrigerant.
6. Piping systems, including:
 - A. Refrigerant
 - B. Water
 - C. Drain.
 - D. Pneumatic
 - E. Flue
 - F. Gas
7. Equipment replacement.
8. Repairs due to freezing weather or acts of nature.
9. Repairs due to improper operation, negligence of others, system design, or any other cause beyond
Direct Service Company's reasonable control.
10. Does not cover any repairs or parts needed for proper operation.

Direct Service Company's current labor rates for any repairs or replacements not covered under this agreement, are calculated on a Time and Material basis, at the rate of \$89.95 per hour, plus materials and equipment.

Our normal hours of operation are 8:00am to 5:00pm, Monday through Friday. Overtime work will be billed at one and one half times the current normal rates. Direct Service Company reserves the right to adjust labor rates and/or Service Agreement prices yearly, based on our prevailing and anticipated costs to provide such services,. Notice of any adjustments for succeeding years shall be sent to the customer in writing, thirty (30) days prior to any effective date.

This contract shall be effective for a period of twelve (12) months from date hereof, and is automatically renewable per year unless terminated by either party, in writing, 30 days prior to the expiration date. Either party may cancel this contract, by written notice to the other party thirty (30) days prior to any desired cancellation date, with no penalties or interest. Thereupon all of Direct Service Company's rights and obligations shall cease and be terminated. The customer shall remain liable for any and all unpaid charges for services performed by Direct Service Company prior to the termination of this contract.

P. O. Box 3060, Waxahachie, TX 75168

Regulated by The Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599

SCHEDULE A

Inspection Service is provided for the consideration of: **\$446.11 Plus Tax(Initial) _____ Each Time
(2X A YEAR) Spring & Fall**

Effective date of agreement: _____

Agreed and accepted by: _____

Title: _____

Direct Service Company: _____

Date: _____

P. O. Box 3060, Waxahachie, TX 75168

Regulated by The Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599

Trinity River Authority of Texas



Central Regional Wastewater System

3826.500.050.100

July 14, 2017

Ms. Pam Woodall Higgins
City Secretary
City of Ovilla
105 South Cockrell Hill Road
Ovilla, Texas 75154

Dear Ms. Higgins:

Subject: Contract for Services - Fiscal Year 2018
Revised Technical Services Fee Schedule
Central Regional Wastewater System

The Trinity River Authority Board of Directors, in Board Action June 2017, approved the Technical Services Fee Schedule for Fiscal Year 2018 which is in connection with all contracting work relating to the analysis of water and wastewater, industrial inspections, and/or sampling services. According to our records, your current contract expired September 30, 2016. As in past years we propose to continue performing associated services to all Authority Contributing Parties under the provisions of a contract for services. Enclosed please find two (2) copies of the Trinity River Authority Contract for Services and Fee Schedules for Fiscal Year 2018 attached for your review and official authorization. Upon the City's approval for requested services between the City and Trinity River Authority, please return both notarized or sealed copies with Attachment A - Technical Services Fee Schedules for final execution to this office. After execution by the Authority's General Manager, one (1) original Contract for Services will be returned for your files unless otherwise noted by the City.

Please address and refer the correspondence regarding this matter to:

Trinity River Authority
Central Regional Wastewater System
6500 West Singleton Blvd.
Dallas, Texas 75212
Attention: Wm. B. Cyrus, Manager, Technical Services

July 14, 2017
FY-2018 Contract for Services
Page 2

To coordinate our efforts accordingly, the Authority requests the approval of the contract to begin on October 1, 2017, and terminate on date specified by the contracting party in Section VI. Please note that the contract may now be greater than one (1) year at the contracting party's preference.

Also enclosed are additional copies of our Board Approved Fiscal Year 2018 Services Fee Schedule for your use and files. The service fees are effective December 1, 2017 through November 30, 2018. Historically the fee schedule for these services is derived annually from the direct costs of performing each test, including manpower, materials, supplies, and equipment costs. Additionally, the cost associated with maintaining quality assurance is included in the cost of the test.

Should you have any questions concerning this contract or changes in fee schedule, please contact this office at your convenience.

Sincerely,



WM. B. CYRUS
Manager, Technical Services

BC/mlt

Enclosures

EXHIBIT A

TECHNICAL SERVICES FEE SCHEDULE

FOR

LABORATORY ANALYSES,

INDUSTRIAL INSPECTIONS

AND

INDUSTRIAL SAMPLING

FISCAL YEAR 2018

December 1, 2017 through November 30, 2018

NELAP CERTIFICATE T104704287-10-TX

CHEMICAL ANALYSES

Liquid Samples

Alkalinity:		Phosphorus:	
Total (*)(**)	\$14.95	Ortho (*)	\$16.85
		Total (*)	\$26.75
Biochemical Oxygen Demand:		Solids Testing (Gravimetric):	
5-Day (*)	\$29.75	Total (TS)	\$16.50
5-Day Carbonaceous (*)	\$33.00	Total Dissolved (TDS) (*)	\$24.70
5-Day Filtered (Dissolved)	\$41.00	Total Suspended (TSS) (*)	\$19.70
7-Day	\$38.00	Volatile Suspended (VSS *)	\$12.90
Extra Dilution (Each)	\$ 2.50	(after TSS)	
		Percent Solids, Total and Volatile	\$19.10
Chlorophyll "a"	\$21.90	Sulfate (*)	\$16.25
Chlorophyll "a" and Pheophytin	\$33.70	Turbidity (*) (**)	\$14.20
Chemical Oxygen Demand (*)	\$19.00	UV254	\$23.45
Chloride (*)	\$16.25		
Conductance, Specific (*) (**)	\$14.05	Mercury (*) (**)	\$27.85
Cyanide:			
Total (*)	\$39.50		
Amenable to Chlorination (*)	\$52.75		
Fluoride, Total (**)	\$16.25	Metals (EPA 200.8) (*) (**) (***):	\$14.50 ea
Glycols	\$19.30	Aluminum	Lead
Hardness (*) (**)	\$24.35	Arsenic	Manganese
		Antimony	Molybdenum
Nitrogen:		Barium	Nickel
Ammonia (*)	\$17.20	Beryllium	Selenium
Ammonia by Distillation (*)	\$25.55	Boron	Silver
Kjeldahl, Total (*)	\$24.00	Cadmium	Thallium
Nitrate (*)	\$16.25	Chromium	Tin
Nitrite (*)	\$16.25	Cobalt	Vanadium
Total	\$42.50	Copper	Zinc
Oil and Grease (*)	\$56.20	Iron	
Organic Carbon:		Minerals (*):	\$14.50 ea.
Dissolved	\$27.10	Calcium	
Total (*) (**)	\$25.60	Magnesium	
pH (*)	\$14.80	Potassium (***)	
		Silica	
		Sodium	

Solid Samples

Ammonia (***)	\$25.50
Chemical Oxygen Demand	\$38.10
Nitrogen, Kjeldahl, Total	\$32.50
Phosphorus, Total (***)	\$31.00
pH (***)	\$19.35
Mercury (***)	\$59.85
Metals Preparation	\$32.00

NELAC Accreditation

*Non-Potable Water

**Drinking Water

*** Solids

MICROBIOLOGICAL ANALYSES

Drinking Water:

Total Coliform (MMO/MUG) (**)	\$18.30	Coliform, Fecal (Membrane Filter (*))	\$18.65
Heterotrophic Plate Count	\$20.50	Coliform, Fecal (MPN (**))	\$51.00
		Coliform, Total (MPN-Q Tray)	\$19.50
		E. Coli (MPN-Q Tray) (*)	\$19.50
		Streptococcus, Fecal (Membrane. Filter) (*)	\$19.15
		Heterotrophic Plate Count	\$20.50
		Microscopic General Examination	\$25.00

TRACE ORGANIC (GC-GC/MS) ANALYSES

EPA 624 (*):

3-Day (unpreserved)	\$148.90
BTEX (only)	\$135.75
Trip Blanks	\$106.50
Geosmin/MIB	\$117.85
EPA 625 (*):	
Total Semi-Volatiles	\$223.75
Semi-Volatile Trip Blank	\$181.00

Pesticides/PCB

EPA 608 (*):	
Full List	\$269.40
Chlorinated Pesticides (only)	\$173.10
PCB (aqueous and solid)	\$173.10
EPA 8082:	
Polychlorinated Biphenyls (PCB)	\$149.00

BY QUOTE

Chromium Hexavalent
Oil and Grease (solids)
Organophosphate Pesticide
Phenols
TCLP Metals
TCLP Organic Compounds
Total Petroleum Hydrocarbons (solids and liquids)

INDUSTRIAL PRETREATMENT SERVICES

SAMPLING

Composite Sample	\$ 185.00
Additional Composite Sample	\$ 102.00
Grab Sample	\$ 81.00
Additional Grab Sample	\$ 27.00
pH only	\$ 80.00
Field pH	\$ 17.00
Field Measurement	\$ 42.00
Sampling Event Cost for a Failed Sample	\$ 104.00
Industry Split Sample	\$ 24.00
Boat Fee	\$ 82.00
QA/QC Fee	\$ 20.00

PRETREATMENT ASSISTANCE

Inspection (permitted users)	\$ 866.00
Inspection (unpermitted users)	\$ 100.00
Permit Preparation (5yr permit)	\$2,060.00
Field Surveillance Event	\$ 575.00
Industrial User Survey Fee	Formula

Industrial User Survey Fee Formula:

(No. of Survey Entities¹ X \$3.60) + (No. of identified industrial users² X \$15.00)

Formula Footnotes:

¹ Users from the Texas Manufactures Guide List for Contracting Party's jurisdiction.

² Users that require further manufacturing process and discharge classification

PRETREATMENT SERVICES INCLUDE

- Grab Sampling
- Installation of Automatic Composite Samplers
- Field Testing Available
- Proper Field QA/QC
- Industry Split Sampling
- Sample Preservation
- Proper Chain of Custody
- Delivery to TRA Laboratory
- Sample Data Review with Report Summaries
- Appropriate Industrial User Pretreatment Classification
- Verification of Permit Application Data
- Chemical Inventory Review
- Permit Drafting
- Semiannual Report Review
- Appropriate Inspection Documentation
- Enforcement Guidance
- Consultation with Industries on Industrial Pretreatment

NELAC Accreditation

*Non-Potable Water

**Drinking Water

*** Solids

GENERAL SERVICE INFORMATION

1. Effective Date: December 1, 2017. All prices listed are per sample and subject to review.
2. All analyses are performed in accordance with "Standard Methods for the Examination of Water and Wastewater," 20th Edition, 1998 or most recent approved and/or EPA "Manual of Methods for Chemical Analysis of Water and Wastes," 1983 and the "3rd Edition of Solid Waste Manual SW 846."
3. Prices include a 10 percent charge added to the analyses cost to maintain the normal quality assurance program.
4. Standard turn-around time is considered 15 business days for most testing. Priority is half of the standard time. Customer requiring PRIORITY turn-around time will be billed at one and one-half (1 ½) times the routine rate. Customer requiring RUSH turn-around time, run immediately on the next or a special run, will be billed at two times the normal rate. It is recommended to call in advance of sample submission or inquire at the time of submission for estimated turn-around time.
5. The Laboratory will follow instructions as stated on the Chain-of-Custody submitted with samples. The Customer may be contacted by the lab representative on any variance issues and written instruction may be requested concerning the variance.
6. For EPA624 VOC 3 day analysis, do not lower the pH of the sample.
7. Sampling supplies will be provided upon request at a reasonable charge. Bacteriological sampling supplies are included in the cost of analyses.
8. Samples other than bacteriological samples should be delivered to the laboratory before 4:00 p.m. on weekdays. Samples cannot be accepted on weekends or holidays unless special arrangements are made in advance. Bacteriological samples should be delivered prior to 2:00 p.m. unless special arrangements are made in advance. For after-hour samples, please call and arrange for leaving in cold storage vault with analyses request form.
9. A monthly invoice for completed analyses is mailed the following month.
10. Laboratory hours are weekdays 7:00 a.m. to 4:30 p.m. To contact the lab about emergency samples use the number below.
11. Environmental Field, Engineering Field and Pretreatment Services office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. For after-hour emergencies, leave message with computer operator.
12. Environmental Field and Engineering Field Services are requested to be scheduled a minimum of 72 hours in advance.
13. Laboratory Certificate Number T104704287-10-2.

FOR MORE INFORMATION, CONTACT:

METRO: (972) 263-2251

FAX: (972) 975- 4414

WILLIAM B. CYRUS
Manager
Technical Services

JOHN DURBIN
Manager
Collection System

CRAIG HARVEY
Laboratory Division
Chief

JENNIFER MOORE
Environmental Service
Coordinator

JAMES MCDONALD
Technical Services Engineer

CATHY SIEGER
Quality Assurance
Coordinator

CRAIG CROWDER
Technical Services Engineer

NELAC Accreditation
*Non-Potable Water
**Drinking Water
*** Solids

EXHIBIT B

CONTRACT FOR TECHNICAL SERVICES

I. CONTRACTING PARTIES

The Receiving Agency: City of _____, whose authorized address is _____

The Performing Agency: Trinity River Authority of Texas, whose authorized address is 5300 South Collins, P. O. Box 240, Arlington, Texas 76004-0240, Attention: J. Kevin Ward, General Manager (or his designated representative).

II. STATEMENT OF SERVICES TO BE PERFORMED

In order to discharge the responsibilities associated with the enforcement of Federal, State, and municipal regulations, the Receiving Agency requires services of a laboratory qualified to perform water and wastewater analysis, and of personnel to conduct industrial inspection and/or sampling services, such services detailed in Section A, Subsection(s) _____, below.

A. PERFORMANCE OF SERVICES

1. Non-Significant Industrial User Inspection and Classification Services:

The Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial user survey services and inspections for non-significant industrial users within the parameters listed on the attached schedule sheet and in accordance with the Receiving Agency's Industrial Waste Ordinances and Sewer Ordinances Numbers _____.

The Performing Agency shall perform all industrial user survey activities including organization of users to be surveyed utilizing the Texas Manufacturing Guide, notification to industrial users that require completion of the Receiving Agency's Industrial User Survey Form, industrial user inspections as needed, and proper classification and documentation of industrial users' discharge practices. Performing Agency will provide on behalf of the Receiving Agency updates to the Texas Commission on Environmental Quality (TCEQ) when required. Industrial user survey procedures are established by the Trinity River Authority to meet industrial discharge notification requirements found in the Texas Pollutant Discharge Elimination System Permits issued to the Trinity River Authority and in accordance with 40 CFR § 403.8. Documentation associated with the industrial user survey shall be maintained as required by EPA General Pretreatment Regulations, 40 CFR § 403.12.

2. Significant Industrial User Permit and Inspection Services:

The Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform permitting and industrial inspection services for significant industrial users within the parameters listed on the attached schedule sheet.

The Performing Agency shall perform all Industrial Pretreatment Inspections, review permit applications and prepare for submittal Permits to Discharge Industrial Wastes to the Sanitary Sewer in accordance with procedures established by the Trinity River Authority of Texas in accordance with 40 CFR Part 403.8. Industrial Pretreatment Inspections, Application reviews and permit preparations and submittals shall be in

compliance with the Receiving Agency's Industrial Waste Ordinances, Sewer Ordinance Numbers _____, and EPA General Pretreatment Regulations for Existing and New Sources. Records of Inspections, Applications and Permits shall be maintained as required by EPA General Pretreatment Regulations, 40 CFR § 403.12.

3. Industrial User Sampling Services:

The Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial user sampling services within the parameters listed on the attached schedule sheet and in accordance with the Receiving Agency's Industrial Waste Ordinances and Sewer Ordinance Numbers _____.

The Performing Agency shall perform all sample collections, sample preservation, and maintenance of chain-of-custody records in accordance to the approved procedures set forth in Test Methods for Evaluating Solid Waste, EPA Manual SW-846, Methods for Chemical Analysis of Water and Wastes, EPA Manual EPA-600/4-79-020, and the Handbook for Sampling and Sample Preservation of Water and Wastewater, EPA Manual EPA-600/4-82-029. The samples shall be properly collected, preserved and delivered by the Performing Agency to the Performing Agency's laboratory located at 6500 West Singleton Blvd., Dallas, Texas. When feasible, the Performing Agency will conduct flow or time composited sampling. When composited sampling is not feasible, grab sampling will be performed.

4. Analytical Services:

The Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform analytical services within the parameters listed on the attached schedule sheet.

The Receiving Agency will collect samples and deliver them to the laboratory for analysis. It is understood that these samples will be properly collected and preserved in accordance with applicable sections of A Practical Guide to Water Quality Studies of Streams, Federal Water Pollution Control Administration publication and Methods for Chemical Analysis for Water and Wastes, EPA manual, as well as the latest edition of Standard Methods for the Examination of Water and Wastewater. Additionally, requirements set by the National Environmental Laboratory Accreditation Conference will be followed as mandated by the Texas Commission on Environmental Quality for state accreditation. A chain-of-custody procedure shall be maintained in the field and the laboratory in accordance with procedures to be established by the Receiving Agency. The Receiving Agency will furnish chain-of-custody.

The Performing Agency will perform all analyses according to the approved procedures set forth in Standard Methods for the Examination of Water and Wastewater, current edition or the latest edition of Methods for Chemical Analysis of Water and Wastes, EPA manual. Additionally, requirements set by the National Environmental Laboratory Accreditation Conference will be followed as mandated by the Texas Commission on Environmental Quality for state accreditation. Samples will be analyzed by these methods on the production basis, to include appropriate analytical quality assurance procedures. Records will be kept for documentation of the Performing Agency's quality assurance program and copies will be available to the Receiving Agency upon request. Unusual interferences and problems will be reported to the Receiving Agency at its authorized address noted above. Research into specific techniques to overcome these difficulties will be undertaken when practical, and by mutual agreement. The chain-of-custody sheet submitted with each sample will designate the particular analysis or analyses to be made of each sample submitted.

The laboratory will be operated in such a manner as to ensure the legal sufficiency of the sample handling; analytical and reporting procedures; and to remedy defects in the procedures should such be discovered.

The various laboratory personnel shall be directed upon receipt of written notice from the Receiving Agency 72 hours in advance, to appear and testify in enforcement actions. In such event, travel and per diem expenses for such employees shall be paid by the Receiving Agency. Travel and per diem for court appearances hereunder shall be based on current Texas law.

Receiving Agency may deliver to Performing Agency samples for analyses separate and apart from those samples collected by the Performing Agency. When the Receiving Agency delivers samples to the Performing Agency for analyses, the Receiving Agency shall indicate the nature and extent of the analysis it desires to be conducted. Performing Agency shall not be responsible for the manner of collection or chain-of-custody or sheets which are matters entirely outside Performing Agency's control. Performing Agency shall receive, log and perform such analyses of samples in accordance with that part of the chain-of-custody procedures identified as Transfer of Custody and Storage attached hereto.

Samples analyzed to maintain the normal quality assurance program which the Performing Agency presently maintains in its laboratory will be charged to the Receiving Agency at the same rate as submitted samples.

B. TERMINATION

Either party to this Contract may terminate the Contract by giving the other party thirty days' notice in writing at their authorized address as noted previously. Upon delivery of such notice by either party to the other and before expiration of the thirty-day period, the Performing Agency will proceed promptly to cancel all existing orders, contracts, and obligations which are chargeable to this Contract. As soon as practicable after notice of termination is given, the Performing Agency will furnish Receiving Agency an invoice for work performed under this Contract through its termination. The Receiving Agency will pay the Performing Agency for the work performed less all prior payments. Copies of all completed or partially completed reports, documents, and studies prepared under this Contract will be delivered by the Performing Agency to the Receiving Agency when and if this Contract is terminated prior to the completion of the prescribed work.

C. AMENDING THE CONTRACT

The parties hereto may alter or amend this Contract upon advance written agreement of both parties to exclude work being performed or to include additional work to be performed and to adjust the consideration to be paid hereunder by virtue of alterations or amendments.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS

The financial basis for calculating reimbursable costs shall be as stated in Attachment A, said Attachment A shall be revised and updated annually. Any revisions will be incorporated by reference herein. A cost analysis shall be prepared each year by the Trinity River Authority of Texas and shall be approved by the Trinity River Authority of Texas Board of Directors prior to effective date of said revision.

The expenditures by the Trinity River Authority of Texas of funds paid to it under this Contract shall be subject to such State or Federal audit procedures as may be required by law and by

accepted practices of the State or Federal auditor, or both, if requested. The Trinity River Authority of Texas shall be responsible for maintaining books of account that clearly, accurately and currently reflect financial transactions. The financial records must include all documents supporting entries on the account records which substantiate costs. The Trinity River Authority of Texas must keep the records readily available for examination for a period of three years after the close of the last expenditure.

IV. CONTRACT AMOUNT

The total costs charged by the Authority to the Receiving Agency shall not exceed dollars (\$_____) per annum during the term of this Contract, unless mutually agreed by the parties hereto.

V. PAYMENT FOR SERVICES

The Performing Agency shall bill the Receiving Agency monthly for services performed. Charges for these services shall be based on the attached cost schedules.

The Receiving Agency shall pay the monthly billings of the Performing Agency within thirty days of their receipt.

VI. TERM OF CONTRACT

This Contract is to begin _____, 20__ and shall terminate _____, 20__, subject to Section II, paragraph B of this contract.

VII. INTERLOCAL AGREEMENT

Inasmuch as the Receiving Agency and the Performing Agency are political subdivisions of this state, and inasmuch as the testing of water and wastewater are critical to the maintenance of public health and such testing is therefore, a governmental function and service, this contract is entered into pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

Receiving Agency:

CITY OF _____

BY: _____

TITLE: _____

DATE: _____

Performing Agency:

TRINITY RIVER AUTHORITY OF TEXAS

BY: _____

GENERAL MANAGER

DATE: _____

ATTEST: _____
(SEAL)

ATTEST: _____
(SEAL)

CHAIN-OF-CUSTODY PROCEDURES

Sample Collection and Shipment

1. To the maximum extent achievable, as few people as possible should handle a sample.
2. Stream and effluent samples should be obtained using standard field sampling techniques and preservation procedures.
3. Chain-of-Custody sheets should be attached to each sample at the time it is collected. Sample containers must be appropriate for requested testing with appropriate preservation and legibly labeled. The tag or sheet contains basically laboratory (requested parameters) information; however, certain identifying items including City, City Code, Contact Name and Phone Number, Type Sample Matrix, Material Sampled, and Method of Preservation must be completed by the field personnel collecting the sample. In completing the Chain-of-Custody tag or sheet, care should be utilized to insure that all necessary information is correctly and legibly entered onto the form. A black ballpoint with water proof ink should be used at all times.
4. During shipment, samples should be appropriately cooled. TRA lab receiving technician will check temperature.

Transfer of Custody and Storage

1. All samples should be handled by the minimum possible number of persons.
2. All incoming samples shall be received by the laboratory technician or his alternate, and logged into a database. Information to be entered into the database shall include the client sample number, date received, source, time(s) sampled, date(s) sampled, and analyses requested and comments from the Chain of Custody.
3. Promptly after logging, the custodian technician will distribute the sample to an analyst or place the sample in the secure sample vault, which will be locked at all times except when samples are removed or returned by analysts. The sample will be tracked internally in the lab.
4. Samples shall be kept in the sample storage security area at all times when not actually being used by analysts, such as during overnight absences. The technician shall ensure that heat-sensitive samples, or other sample materials having unusual physical characteristics, or requiring special handling, are properly stored and maintained.
5. A log of sample removal and replacement will be kept in the secure sample vault and be retained as a permanent record of the laboratory.
6. The original Chain of Custody and a Sample Evaluation/Variance record shall be sent by the laboratory to the appropriate Receiving Agency control point as part of the final data report.



**RED OAK CREEK REGIONAL WASTEWATER SYSTEM
ADVISORY COMMITTEE**

CONTRACTING PARTY: _____

In accordance with Section 10 ADVISORY COMMITTEE of the Contracting Party Contracts and the Bylaws of the Red Oak Creek Regional Wastewater System, the following individual has been appointed as the Contracting Party Representative and Voting Member. In addition, an Alternate Contracting Party Representative is also named.

CONTRACTING PARTY REPRESENTATIVE

Name _____

Title _____

Address _____

Email _____

Phone _____

Cell Phone _____

ALTERNATE REPRESENTATIVE

Name _____

Title _____

Address _____

Email _____

Phone _____

Cell Phone _____

MAYOR/CITY MANAGER _____

DATE _____

FORM MUST BE RECEIVED BY MAY 31, 2017. Please complete form and return to:

Cheryl Abbott
Trinity River Authority of Texas
Northern Region
P. O. Box 240
Arlington, TX 76004-0240

FORM MAY ALSO BE RETURNED ELECTRONICALLY TO abbottc@trinityra.org
If you have questions, please contact Cheryl Abbott at 817-493-5100

CITY OF OVILLA MINUTES

Thursday, August 03, 2017
Special City Council Meeting and Budget Workshop
105 S. Cockrell Hill Road, Ovilla, TX 75154

In the absence of Mayor Dormier, Mayor Pro Tem Griffin called the Special Council Meeting of the Ovilla City Council to order at 5:33 p.m., with notice of the meeting duly posted. Mayor Pro Tem Griffin made the following public announcement asking all individuals to be cognizant of the two signs at the entrance to the Council Chamber room referencing Sections 30.06 and 30.07 of the *Penal Code*, *persons licensed under Subchapter H, Chapter 411, Government Code may not enter this property with a concealed handgun nor enter this property with a handgun that is carried openly.*

The following City Council Members were present:

Rachel Huber	Council Member, Place 1
Dean Oberg	Council Member, Place 2 (arrived at 5:49 pm)
David Griffin	Mayor Pro Tem, Place 3
Michael Myers	Council Member, Place 5
Doug Hunt	Council Member, Place 4

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

CALL TO ORDER

PL5 Myers gave the Invocation. PL1 Huber led the recitation of the U.S. Pledge of Allegiance and PL4 Hunt led the recitation of the Texas Pledge.

REGULAR AGENDA

ITEM 1. DISCUSSION/ACTION – Consideration of and action on Resolution R2017-19, to award the Red Oak Creek 12" Water Line Contract Agreement, authorizing the Mayor to execute said project agreement documents.

The City entered into an agreement for engineering services with Birkhoff, Hendricks and Carter, LLP to complete construction plans and specifications for the Red Oak Creek 12-inch Water Line Project. Staff shared the tabulation of bids and the "vendor recommendation" provided in a letter from the City's engineering firm. FM Utilities submitted the low base bid and the recent budget amendment of \$40,000 approved was based on that bid amount.

PL4 Hunt moved that Council approve Resolution R2017-19, awarding the Red Oak Creek 12" Water Line Contract Agreement to FM Utilities, and authorize the Mayor to execute said project agreement documents, seconded by PL1 Huber.

No oppositions, no abstentions.

VOTE: The motion to approve carried unanimously: 4-0. (PL2 Oberg had not yet arrived)

ITEM 2. DISCUSSION/ACTION – Review of the proposed Fiscal Year 2017-2018 Budget, discuss the preliminary determination of the tax rate, and direct staff as necessary.

City Manager John Dean opened discussion with Council explaining that with the proposed tax rate of 0.680399, the expenditures still exceeded the projected revenue. However, the City's total fund balance was over 2 million and the operating fund balance was more than adequate, therefore, Ovilla was in good financial standing. In year's past, collections exceeded expenditures, which explained the sizable fund balance. An option was to either remove some of the proposed expenditures or reduce the fund balance, or a combination of both seemed to be the best option.

Suggestions for adjusting the expenditures:

- Administration
 - Remove laptop purchase
 - Remove bathroom upgrades in city hall
 - Remove the tech security software
- Municipal Court
 - Remove InCode software upgrade
- Public Works
 - Repair old backhoe – no new purchase
- Leave employee merit increase at 3%

Take the remaining funding needed from administrative reserves.

PL1 Huber moved that Council direct staff to move forward with the noted suggested revisions, seconded by PL2 Oberg.

No oppositions, no abstentions.

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

ITEM 3. DISCUSSION/ACTION – Consideration of and action on a proposed tax rate for the Fiscal Year 2017-2018 Budget and take a record vote.

City Manager John Dean advised that the presented proposed budget was based on the proposed tax rate of 0.680399. Staff presented Council with the following:

If Council proposes the Effective Tax Rate, (0.575531) Ad Valorem Revenue will decrease by \$228,533, as compared to prior year at \$0.7000.

If Council proposes the Rollback Rate, (0.680400) Ad Valorem Revenue will increase by \$131,491, as compared to current rate of \$0.7000.

If Council proposes the Proposed Rate, (0.680399) Ad Valorem Revenue will increase by \$131,488, as compared to current rate of \$0.7000.

PL4 Hunt moved that the Council hereby propose the 2017 Rate of (0.680399) with the Maintenance and Operation rate of 0.512399 and a debt rate of 0.1680, seconded by PL2 Oberg.

A Record Vote of the Council followed:

PL1 Huber Aye

PL2 Oberg Aye

PL3 Griffin Aye

PL4 Hunt Aye

PL5 Myers Nay

PL5 Myers opposed the motion, no abstentions.

VOTE: The motion to approve carried 4 in favor, 1 opposed.

ITEM 4. DISCUSSION/ACTION – Consider and schedule dates for two public hearings on the proposed Tax Rate for Fiscal Year 2017-2018.

Section 26.05 of the Tax Code requires that the governing body hold two public hearings, if the entity is proposing a tax increase or proposal to increase total tax revenue.

PL1 Huber moved that Council schedule the listed dates and times for two Public Hearings on the Proposed Tax Rate for Fiscal Year 2017-2018 and direct staff to follow Tax Code Laws accordingly for Notice Requirements:

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

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

The First Public Hearing will be held on Monday, August 21 at 5:30 p.m. at the Ovilla City Hall Council Chamber Room. The Second Public Hearing will be held on Thursday, August 30 at 5:30 p.m. at the Ovilla City Hall Council Chamber Room. Motion seconded by PL2 Oberg.

No oppositions, no abstentions.

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

EXECUTIVE SESSION

None.

ADJOURNMENT

There being no further business, Mayor Pro Tem Griffin adjourned the meeting at 7:20 p.m.

ATTEST:

Pamela Woodall, City Secretary

Mayor Pro Tem Griffin

Approved August 14, 2017

CITY OF OVILLA MINUTES

Monday, July 10, 2017

City Council Briefing Session

105 S. Cockrell Hill Road, Ovilla, TX 75154

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

The following City Council Members were present:

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

Mayor Dormier announced that all Council members were present, thus constituting a quorum. Various department directors, and staff were also present.

CALL TO ORDER

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

Mayor Dormier, Council, and staff reviewed each item on the agenda. Specific agenda items were briefly discussed for clarification:

Item 3 – Council clarification regarding warranty on the jetting machine.

ADJOURNMENT

Mayor Dormier adjourned the Briefing Session of the Ovilla City Council at 6:10 p.m.

ATTEST:

Richard A. Dormier, Mayor

Pamela Woodall, City Secretary

Approved August 14, 2017

CITY OF OVILLA MINUTES

Monday, July 10, 2017

Regular City Council Meeting

105 S. Cockrell Hill Road, Ovilla, TX 75154

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

The following City Council Members were present:

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

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

CALL TO ORDER

PL2 Oberg gave the Invocation. PL1 Huber led the recitation of the Pledge of Allegiance and Mayor Pro Tem Griffin led the pledge to the Texas Flag.

COMMENTS, PRESENTATIONS & REPORTS

1. Mayor Pro Tem Griffin advised that the scheduled presentation on drones from the Ellis County DA's office was postponed until the next meeting.
2. MADD recognition of Officer Geiser: Ron Sylvan, representative from "Mothers Against Drunk Driving" presented Officer Geiser with a special recognition plaque, stating that 15 out of 21 DWI arrests were made by Officer Geiser.

Citizen Comments

1. Mr. Robert Kaatz advised Council that based on his knowledge, Ovilla was a town, not a city. Additionally, he questioned the fairness of Ovilla's code enforcement.

CONSENT AGENDA

- C1. May 2017 Financial Transactions over \$5,000
- C2. Resolution R2017-18 of the City of Ovilla, Texas finding that ONCOR Electric Delivery Company LLC'S application to change rates within the City should be denied.
- C3. Ordinance 2017-07 amending fee schedule – electrician fees.

PL2 Oberg moved to approve the consent items as presented, seconded by PL1 Huber.

No oppositions, no abstentions.

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

DEPARTMENT REPORTS

- Department Activity Reports / Discussion
 - Police Department Police Chief B. Windham
 - Monthly Report – experiencing reporting system issues.
 - Fire Department Fire Chief B. Kennedy
 - Monthly Report

- Public Works Public Works Director B. Piland
 - Monthly Report /Water loss report was given.
 - 1. Monthly Park Maintenance Reports were given.
 - 2. Street Maintenance Report
 - 3. PL2 Oberg asked for a mileage report on all machines.
- Finance Department Accountant L. Harding
 - May 2017 Financials report was given.
 - Bank Balances through July 06, 2017 were reviewed.
- Administration
 - City Manager Reports: Gave Hidden Valley Estates Development update; chlorination project still on-going.
 - Monthly Municipal Court Report was given. City Secretary P. Woodall
 - Monthly Code/Animal Control Reports Code/AC Officer M. Dooly
 - 1. Mosquito testing on-going.

PUBLIC HEARING AND DISCUSSION

Receive presentation, recommendation and citizen comments on a nuisance abatement at 101 Oakwood, Ovilla, Texas 75154, in reference to Nuisance Outside Storage. Section 8.02 of the Ovilla City Code of Ordinances.

- **PRESENTATION** was given by City Manager John R. Dean, Jr. and Code Officer M. Dooly.
- **PUBLIC HEARING:** Mayor Dormier opened the public hearing at 7:02 p.m. to receive comments from the public regarding the abatement.
 1. Mr. David Woicik, 105 Oakwood complained about the junk in the yard at 101 Oakwood and was in favor of the nuisance abatement.
 2. Ms. Juanita Porter, 417 Shadowwood Trail voiced favorably of the nuisance abatement, sharing the 101 Oakwood residence was trashy.
 3. Mr. Troy Stanley, 105 Willowcreek Lane voiced favor of the nuisance abatement.

Mayor Dormier announced a few minute recess beginning 7:10 p.m. to allow Mr. Urbanczyk time to prepare his rebuttal. Mayor Dormier resumed the Public Hearing at 7:12 p.m.

Mr. Urbanczyk shared photos, giving conflicting dates as to when they were taken and advised Council he was attempting to clean up the area. Mr. Urbanczyk advised Council that he believed the code enforcement department had trespassed on his property (it was determined that no trespassing occurred by any city official) and that the city was treating him unfairly.

4. Ms. Jimmie Wade, Creek View Circle, stated the Urbanczyk residence was a mess.
5. Ms. Marilyn Woicik, 105 Oakwood, voiced her support for the nuisance abatement.

There were no other comments. Mayor Dormier closed the Public Hearing at 7:28 p.m.

REGULAR AGENDA

ITEM 1. *DISCUSSION/ACTION* – Deliberation and consider ordering the abatement of the conditions constituting a “Nuisance Outside Storage” under Article 8.02 of the Code of Ordinances of the City of Ovilla, at 101 Oakwood Lane, Ovilla, TX 75154.

Council's consensus was that although Mr. Urbanczyk had requested an extension and was attempting to clean up his residence, it still required much work removing junk and that this had been an ongoing issue for three or more years.

PL4 Hunt moved to proceed with the Order of Abatement modifying the time period that the "Nuisance Outside Storage" be completely abated within 30-days of the date of this Order, otherwise the City Manager or his designee shall cause the nuisance to be abated, seconded by Mayor Pro Tem Griffin. *No oppositions, no abstentions.*

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

ITEM 2. DISCUSSION/ACTION – Consideration of and action on a volunteer board appointment to serve a term on the Economic Development Corporation (EDC) and direct staff as necessary.

Pursuant to the By-Laws of the Economic Development Corporation, the Board of Directors consists of a seven-member board and state each member shall be appointed by the City Council for a two-year term. Emmett Fox, PL2-respectfully declined Council consideration for reappointment on the EDC. Staff immediately posted notice on the website. One application from Mr. Bob Betik was received for Council consideration.

Mayor Pro Tem Griffin moved that Council appoint Bob Betik to serve a term as Place 2 on the volunteer board of the Economic Development Corporation (EDC), seconded by PL1 Huber.

No oppositions, no abstentions.

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

ITEM 3. DISCUSSION/ACTION – Consideration of and action on approval of the purchase of a refurbished jetting machine, authorizing the City Manager to execute any documents associated with the purchase.

Staff advised that the Texas Municipal Equipment Company had a newly refurbished jet machine for sale. The City's current jet machine was reported by staff as too small and does not create enough pressure for the jobs the public works crews are currently using it for and/or needing. This is a vital piece of equipment for the use in the Sewer Department for unstopping sewer mains and cleaning the sewer system. The jet machine is also the best way to clean and maintain the culverts under the roadways and driveways. The new (used/refurbished) jet machine will allow the city work crews to conduct and complete jobs that would normally need to be referred to a contractor. The purchase of this machine will be paid from two funds; Streets (General Fund) and the Water and Sewer Fund.

PL2 Oberg moved to approve the purchase of a refurbished jetting machine, authorizing the City Manager to execute any documents associated with the purchase, seconded by PL4 Hunt.

No oppositions, no abstentions.

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

ITEM 4. DISCUSSION/ACTION – Consideration of and action on Ordinance 2017-08 of the City of Ovilla, Texas, amending the Fiscal Year 2016-17 Water and Sewer Fund Budget and Annual Program of Services for the City of Ovilla, to allow for a transfer of funds for the purchase of a jetting machine, providing for publication of this ordinance and providing an effective date.

No Action.

ITEM 5. DISCUSSION/ACTION – Consideration of and action on Ordinance 2017-09 of the City of Ovilla, Texas, amending the Fiscal Year 2016-17 Capital Projects Fund of the City of Ovilla, to allow for an adjustment of \$40,000 for the installation of the 12-inch Red Oak Creek Water Line Project, providing for publication of this ordinance and providing an effective date.

The City entered into an engineering service agreement in October 2016 to complete construction plans and specifications for the Red Oak Creek 12-inch Water Line Project. Notice to bidders for sealed bids was posted per legal requirements and received through May 11, 2017.

Birkhoff presented staff with the results of the sealed bids with FM Utilities being the low bid at \$116,346.48. Expenses to complete this project with the low bid vendor would require a \$40,000 budget amendment. Council's consensus at this time was to allow the budget amendment, moving forward with the project, however, the low bid vendor not be awarded at this time pending the easement documents.

PL4 moved that Council approve Ordinance 2017-09, amending the Fiscal Year 2016-17 Capital Project Fund of the City of Ovilla, Texas, to allow for an adjustment of \$40,000 for the installation of the 12-inch Red Oak Creek Water Line Project, providing for publication of this ordinance and providing an effective date, seconded by PL5 Myers.

No oppositions, no abstentions.

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

ITEM 6. DISCUSSION/ACTION – Consideration of and action on Ordinance 2017-10 of the City of Ovilla, Texas, amending the Fiscal Year 2016-17 General Fund of the City of Ovilla, to allow for an adjustment of \$25,000 for the installation of the 11 GHz Microwave Link at the Water Tower for Public Safety Communications Link between Ovilla and Midlothian, providing for publication of this ordinance and providing an effective date.

The Criminal Research Information Management and Evaluation System (CRIMES) is a state-of-the-art information management tool for law enforcement agencies to aid in the daily operations of departments as well as the development of long-term strategies. The broad-ranging services are specifically designed for the criminal justice field and integrate emerging technologies and police strategies to fight crime and serve the public. The "CAD Link" at the Water Tower needs to be replaced due to it being out dated and is now beyond repair if it is to go down again. The system is so outdated that certain parts and components for repairs are no longer available.

Responding to emergencies whether it be police or fire, time is of the essence and the CAD program is in place to save time by allowing dispatch to relay information to responders in real time. As they are updating their call notes, the notes are coming across to the responders in the remarks section of the dispatch page giving them key information.

PL4 Hunt moved that Council approve Ordinance 2017-10 of the City of Ovilla, Texas, amending the Fiscal Year 2016-17 General Fund of the City of Ovilla, to allow for an adjustment of \$25,000 for the installation of the 11 GHz Microwave Link at the Water Tower for Public Safety Communications Link between Ovilla and Midlothian, providing for publication of this ordinance and providing an effective date, seconded by PL2 Oberg.

No oppositions, no abstentions.

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

ITEM 7. DISCUSSION/ACTION – Consideration of and action on Fiscal Year 2017-2018 Budget Review, directing staff as necessary.

Council voiced specific items of concern for staff to prepare for the next budget workshop.

1. Crack sealing
2. Contracting road maintenance possibly
3. Backhoe comparative figures for either purchasing one, repair the one we have or rent this equipment.
4. Remove street striping in Ovilla Oaks
5. Adjust employees 3% annual merit and use CPI (2.1%).

No Motion.

ITEM 8. *DISCUSSION/ACTION* – Consideration of any item(s) pulled from the Consent Agenda above for individual consideration and action.

N/A.

No Action.

VI. *EXECUTIVE SESSION*

Mayor Dormier, Council, City Manager and City Secretary convened into Executive Session at 7:53 p.m., on the following matter.

ITEM 9. *DISCUSSION/ACTION* – Closed session called pursuant to Section §551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property.

Mayor Dormier, Council, City Manager and City Secretary resumed into Regular Session at 8:40 p.m. Mayor Dormier stated that no action or decisions occurred in the Executive Session.

There was no discussion in Regular Session.

No Action.

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

1. Mayor Dormier None
2. PL1 Huber Upcoming Thursday evening at the Shiloh Church the Service League will host a picnic for the Outreach Center.
3. PL2 Oberg None
4. PL3 Griffin None
5. PL4 Hunt None
6. PL5 Myers "Sweeten" Employee benefits/update policy manual.
7. City Manager None

ADJOURNMENT

There being no further business, Mayor Dormier adjourned the meeting at 8:45 p.m.

ATTEST:

Richard Dormier, Mayor

Pamela Woodall, City Secretary

Approved August 14, 2017

*Citizens' forum form attached.
Executive Session Agenda filed separately.*

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

CITY OF OVILLA MINUTES

Thursday, June 29, 2017

Special City Council Meeting and Budget Workshop

105 S. Cockrell Hill Road (Fire Department Training Room), Ovilla, TX 75154

Mayor Dormier called the Special Council Meeting and Budget Workshop of the Ovilla City Council to order at 5:00 p.m., with notice of the meeting duly posted. Mayor Dormier made the following public announcement asking all individuals to be cognizant of the two signs at the entrance to the Council Chamber room referencing Sections 30.06 and 30.07 of the *Penal Code*, persons licensed under *Subchapter H, Chapter 411, Government Code* may not enter this property with a concealed handgun nor enter this property with a handgun that is carried openly.

The following City Council Members were present:

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

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

CALL TO ORDER

Mayor Pro Tem Griffin gave the Invocation, led the recitation of the U.S. Pledge of Allegiance and the recitation of the Texas Pledge.

REGULAR AGENDA

ITEM 1. **DISCUSSION/ACTION** – Workshop and review of the preliminary Fiscal Year 2017-2018 Budget and direct staff as necessary.

Staff presented Council with the second of the proposed budgets, placing priority of the most important needs assessments. Each director was available for Council questions.

The Council briefly reviewed the General Fund request items from the first budget meeting of June 26, and then focused on the Water and Sewer Fund proposed expenditures; beginning with funding needs for fiscal year continuation and then allowing staff to justify new requests.

Staff also included the 10-year Capital Improvement Plan (CIP) and was ready to revise as directed by Council. The warranties on certain developments/streets were highlighted.

The “Needs Assessment” summary sheet (attached) was updated from the first budget workshop meeting, with some added proposals and background/justification information.

Revenues were not discussed.

DEPARTMENT	NEEDS ASSESSMENT	ESTIMATED COST	TOTAL COST
POLICE Priority			
1	Replace patrol vehicle: Unit 103 including equipment	\$57,000 each	\$57,000
1	Increase staff – 1 officer Redefine one position - Sergeant	Approximately \$57,000	\$57,000
1	TX Police Chiefs Recognition Program	\$1,500 training/costs \$500 annual fee	\$2,000
2	Outboard seatbelts for patrol vehicles	3 each at \$1,500 per seatbelt	\$4,500
FIRE Priority			
1	Repair/Remodel building	\$35,000	\$35,000
PUBLIC WORKS Priority			
1	Suburban street repair	\$103,000	\$103,000
1	Ovilla Oaks street repair	\$270,000	\$270,000
1	City Hall Lift Station	\$25,000	\$25,000
1	Backhoe	\$99,000	\$99,000
NEIGHBORHOOD SERVICES Priority			
1	A/C Transport Vehicle	\$35,000	\$35,000

N/A
No Action.

EXECUTIVE SESSION

None.

ADJOURNMENT

There being no further business, Mayor Dormier adjourned the meeting at 7:30 p.m.

ATTEST:

Pamela Woodall, City Secretary

Mayor Dormier

Approved August 14, 2017

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

CITY OF OVILLA MINUTES

Monday, June 26, 2017

Special City Council Meeting and Budget Workshop
105 S. Cockrell Hill Road, Ovilla, TX 75154

In the absence of Mayor Dormier, Mayor Pro Tem Griffin called the Special Council Meeting of the Ovilla City Council to order at 5:12 p.m., with notice of the meeting duly posted. Mayor Pro Tem Griffin made the following public announcement asking all individuals to be cognizant of the two signs at the entrance to the Council Chamber room referencing Sections 30.06 and 30.07 of the *Penal Code*, *persons licensed under Subchapter H, Chapter 411, Government Code may not enter this property with a concealed handgun nor enter this property with a handgun that is carried openly.*

The following City Council Members were present:

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

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

CALL TO ORDER

PL2 Oberg gave the Invocation. PL5 Myers led the recitation of the U.S. Pledge of Allegiance and PL4 Hunt led the recitation of the Texas Pledge.

CONSENT AGENDA

- C1. Approve Select Security Group Alarm Monitoring Agreement.
- C2. Approve the Acceptance of the FEMA Assistance to Firefighters Grant Award
- C3. Approve Minutes of the June 06, 2017 Special Council meeting.

PL2 Oberg moved to approve the Consent Items as presented, seconded by PL5 Myers.
No oppositions, no abstentions.

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

REGULAR AGENDA

ITEM 1. **DISCUSSION/ACTION** – Workshop and review of the preliminary Fiscal Year 2017-2018 Budget and direct staff as necessary.

Staff presented Council with the first of the proposed budget, with highlights from the initial Municipal Services Advisory Committee meeting summarizing the needs assessments of each department. Each director addressed Council and answered questions.

POLICE

1. Increase staff – 1 officer
 - a. Include 1 taser and uniforms
2. Redefine one already funded position
3. Upgrade facility – proposals not complete yet
4. Replace 2 patrol vehicles: Units 103, 104 including equipment at \$53,000 each
 - a. Include 1 mobile computer, mobile radio
5. Outboard seatbelts for patrol vehicles: 4 each at \$1,500 per seatbelt
6. TX Certified Public Manager Program for Chief - \$5,000
7. TX Police Chiefs Recognition Program - \$2,000
8. North Ellis Emergency Dispatch Radio upgrades - Ovilla's portion \$10,000

9. Upgrade copier - \$1208

FIRE

1. Replace CAD - \$25,000
2. New command vehicle - \$55,000
3. Building repairs/bay doors, walls, ceiling, kitchen and sleeping quarters – pending proposals

PUBLIC WORKS

1. Municipal Buildings- lift station - \$22,000
2. Pavilion – recommended to hold.
3. Backhoe – \$99,000 (with swivel)
4. New Crew-Cab vehicle - \$30,000

NEIGHBORHOOD SERVICES (CODE/ANIMAL CONTROL)

1. Expand housing for animals – cost not yet provided
2. Animal Control truck – approximately \$31,500

CIP PROJECTS

1. Reclaim Ovilla Oaks - \$270,000

Administration requests were discussed which included upgrades to technology and new laptops, and remodeling the city hall bathrooms. Council reviewed the current City Equipment List and Ellis and Dallas Counties preliminary certified values as of 06/23/2017.

No Action.

ITEM 2. DISCUSSION/ACTION – Consideration of any item(s) pulled from the Consent Agenda above for individual consideration and action.

N/A

No Action.

EXECUTIVE SESSION

None.

ADJOURNMENT

There being no further business, Mayor Pro Tem Griffin adjourned the meeting at 7:34 p.m.

ATTEST:

Pamela Woodall, City Secretary

Mayor Pro Tem Griffin

Approved August 14, 2017

CITY OF OVILLA MINUTES

Monday, June 12, 2017

City Council Briefing Session

105 S. Cockrell Hill Road, Ovilla, TX 75154

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

The following City Council Members were present:

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

Mayor Dormier announced that all Council members were present, thus constituting a quorum. Various department directors, and staff were also present.

CALL TO ORDER

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

Mayor Dormier, Council, and staff reviewed each item on the agenda. Specific agenda items were addressed for clarification:

Item 2 – PL1 Huber asked to view the City's original contract with AT&T/Cingular Wireless.

Item 3 - PL5 Myers noted a scrivener's error regarding the membership to the Municipal Services Advisory Committee. A new appointment was recently made to the committee and the agenda item information sheet needed to reflect that appointment.

ADJOURNMENT

Mayor Dormier adjourned the Briefing Session of the Ovilla City Council at 6:12 p.m.

ATTEST:

Richard A. Dormier, Mayor

Pamela Woodall, City Secretary

Approved August 14, 2017

CITY OF OVILLA MINUTES

Monday, June 12, 2017

Regular City Council Meeting

105 S. Cockrell Hill Road, Ovilla, TX 75154

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

The following City Council Members were present:

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

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

CALL TO ORDER

PL4 Hunt gave the Invocation and PL1 Huber led the recitation of the Pledge of Allegiance.

COMMENTS, PRESENTATIONS & REPORTS

1. Mayor Dormier introduced and welcomed John R. Dean, Jr. as new Ovilla City Manager.
2. Mayor Dormier took photos with representatives for Motorcycle Awareness and presented them a proclamation.
3. Presiding Judge Scott Kurth conducted Oaths of Office to Mayor Dormier and PL4 Hunt following the May 06, 2017 General Election. (PL2 Oberg was sworn in previously) Photos were taken.
4. Mayor Dormier conducted the Oath of Office to Presiding Judge Scott Kurth for a two-year term as Ovilla Municipal Judge. Photos were taken.

Citizen Comments

1. MS Jimmie Wade, 606 Creekview Circle: Voiced concerns about the road conditions in Ovilla, specifically Brookwood Addition and the culvert in front of the City Hall building. She also commented that she heard a convenience store was coming to Ovilla.

CONSENT AGENDA

- C1. April 2017 Financial Transactions over \$5,000
- C2. Resolution R2017-16, approving annual ACSC ATMOS participation and assessment.
- C3. Minutes of the May 22, 2017 Special Council meeting.
- C4. Minutes of the May 20, 2017 Special Council meeting.
- C5. Minutes of the May 15, 2017 Special Council meeting
- C6. Minutes of the May 12, 2017 Special Council meeting.
- C7. Briefing Session and Minutes of the May 08, 2017 Regular Council meeting.
- C8. Briefing Session and Minutes of the April 10, 2017 Regular Council meeting.

PL4 Hunt moved to approve the consent items as presented, seconded by PL2 Oberg.

No oppositions, no abstentions.

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

DEPARTMENT REPORTS

- Department Activity Reports / Discussion
 - Police Department Police Lieutenant J. Bennett
 - Monthly Report – a slight change was made to the reporting procedures.
 - Fire Department Fire Chief B. Kennedy
 - Monthly Report- Council asked that the coloring of the report be changed for legible reading as it was too dark.
 - Public Works Public Works Director B. Piland
 - Monthly Report /Water loss report and other items of discussion:
 1. Monthly Park Maintenance Reports were discussed.
 2. Replaced two meters at Silverwood and Edgewood.
 3. County roadwork is pending: ditches and culvert work was completed.
 4. Trimmed “blind” area on E. Highland.
 5. Park Equipment purchases – benches, trash receptacles and tables ordered.
 - Finance Department Accountant L. Harding
 - April 2017 Financials
 - Bank Balances through June 08 , 2017
 - Administration
 - City Manager Reports
 1. Discussed Park Board recommendation regarding an unleashed dog park- Council's consensus was not at this time.
 2. 12-inch Red Oak Creek Water Line still pending.
 - Monthly Municipal Court Report City Secretary P. Woodall
 - Monthly Code/Animal Control Reports Code/AC Officer M. Dooly
 - Monthly permits report - reviewed

REGULAR AGENDA

ITEM 1. ***DISCUSSION/ACTION*** – Receive presentation from Dr. Lane Ledbetter, Superintendent of Midlothian Independent School District, to consider and act on sharing a portion of the cost and installation with the Midlothian Independent School District for school zone flashers at the McClatchey Elementary School, directing staff as necessary for the preparation of an Agreement and budget amendment.

Dr. Lane Ledbetter, Superintendent of Midlothian Independent School District (MISD) asked that Ovilla partner with MISD for the purchase, installation and maintenance of school zone flashers for the safety of all students and drivers at the McClatchey Elementary School, 6621 Shiloh Road. The MISD's goal is to have the lights installed before the beginning of the next school year. Target date to be completely functional is August 21, 2017.

MISD representatives initially advised they were considering five school zone flashers, three that would be in the city limits with a guessimate price around \$7500 per flasher, which would total \$11,250 and invited the City to share in the cost. This was strictly an estimate and did not include the cost to maintain the flashers, which was unknown. Dr. Ledbetter recanted and stated it was not expected that the City share in the expense but it certainly would be appreciated if that was considered. The goal of the MISD was to gain permission from City officials for placement of the flashers in the City. The consensus of the Council was to allow City work crews to install the flashers once purchased by the MISD. These devices would be maintained by the MISD.

PL4 Hunt moved to approve moving forward and working with the MISD for the location and installation of school zone flashers at the McClatchey Elementary School located at 6621 Shiloh Road, seconded by PL5 Myers.

No oppositions, no abstentions.

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

ITEM 2. DISCUSSION/ACTION – Consideration of and action on Resolution R2017-17, approving a First Amendment to the Tower Lease Agreement between the City of Ovilla and Cingular Wireless, PCS, LLC, and authorize the Mayor to execute.

Mr. David Prejean, Chief Operating Officer, Crafton Communications, Inc., was present for questions or clarification, explaining that AT&T/Cingular Wireless was requesting permission to install three additional antennae, three remote radio heads and 2 DC powers on the current leased property - Ovilla's Elevated Water Storage Tank. There appeared to be no structural issues regarding the tower's ability to handle the additional loading. AT&T currently pays Ovilla \$2,693.77 per month for their existing facilities. The lease agreement states that AT&T will pay Ovilla an increased \$750.00 per month for the three additional antennae. Therefore, the total monthly payment will increase to \$3,443.77 per month. The City Attorney reviewed and approved to form the First Amendment to the lease agreement.

PL5 Oberg moved to approve Resolution R2017-17 approving a First Amendment Tower Lease Agreement between the City of Ovilla and New Cingular Wireless PCS, LLC, authorizing the Mayor to execute said agreement, seconded by PL4 Hunt.

No oppositions, no abstentions.

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

ITEM 3. DISCUSSION/ACTION – Consideration of and action on volunteer board appointment and/or reappointments to serve a term on the Municipal Services Advisory Committee (MSAC) and direct staff as necessary.

The Committee is comprised of a board of three (3) regular members, who shall be residents of the City of Ovilla and appointed by the City Council, and two (2) ex-officio members consisting to the City Manager and the Director of Public Works. The term for regular members of the Committee is two (2) years.

Currently the listed individuals serve on this committee:

1. Michael Myers
2. Bob Betik
3. Mike Bara (This position was initially listed as vacant. A noted scrivener's error.)

The consensus of the Council was to replace PL5 (Michael) Myers with Mayor Dormier.

PL4 Hunt moved to reappoint Mr. Bob Betik and Mike Bara to the MSAC and replace Michael Myers with the appointment of Richard Dormier, seconded by Mayor Pro Tem/PL3 Griffin.

No oppositions, no abstentions.

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

ITEM 4. DISCUSSION/ACTION – Consideration of and action to approve a proposed Budget Calendar for Fiscal Year 2017-2018 budget preparations.

To assure staff and Council meet target dates in compliance with Truth-N-Taxation Laws for the creation of the fiscal year budget and the tax rate, staff prepared a proposed Fiscal Year 2017-2018 Budget Calendar for consideration with noted key dates. A few dates were changed due to Council conflicts:

June 28 moved to June 29

August 31 moved to August 30

Mayor Pro Tem Griffin moved to approve the proposed Budget Calendar for Fiscal Year 2017-2018 budget preparations with the noted date revisions, seconded by PL1 Huber.

No oppositions, no abstentions.

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

ITEM 5. DISCUSSION/ACTION – Consideration of and action to set the official date for Heritage Day 2017, effecting various assignments to facilitate the success of the 2017 Heritage Day Celebration and festivities.

Staff advised that it was custom that the Annual Heritage Day Celebration be held on the fourth Saturday of September. That date is September 23 of this year. Place 4 Hunt has proven to be instrumental in acquiring sponsorships and piloting the organization of committee meetings. Police Secretary Ashley Thompson is a valuable asset with the booth assignments, letters to vendors and helping with the website set up. Public Works crews and Mike Dooly are vital participants with the initial outside construction of the stage, marking booth areas, yard maintenance, complete set up of the entire area (bleachers, tables, decorations) and total disassembly. The Park Board voiced desire to take a vital role in this event.

PL4 Hunt moved that Council set September 23, 2017 as the official 2017 Heritage Day Celebration and appoint himself as the coordinator for 2017 Heritage Day event, seconded by PL2 Oberg.

No oppositions, no abstentions.

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

ITEM 6. DISCUSSION/ACTION – Consideration of and action to appoint a committee to review the current Thoroughfare Plan with regard to paving width and paving materials.

PL4 Hunt requested this item for discussion and consideration to review and possibly update the current Thoroughfare Plan. This Plan is included in the Comprehensive Land Use Plan.

PL4 Hunt moved to appoint the following committee members for the review, study and possible update of the current Thoroughfare Plan for the City of Ovilla: Ozzie Molina, Charlie Morton and Carol Lynch, seconded by PL1 Huber.

No oppositions, no abstentions.

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

ITEM 7. DISCUSSION/ACTION – Consideration of and action to rescind Council's action at the May 08, 2017 Regular Meeting declaring Ford F-750 Fire Brush Truck 702 as surplus.

Assets valued over \$2,000 must be declared surplus by Council action. This item was presented to Council during their May 08, 2017 Regular meeting and approved, declaring surplus with a 3-2 vote.

Following the May 08 Council Meeting it was determined that this Apparatus was acquired by a cost-share grant, offered by the Texas A&M Forestry Service, Rural Volunteer Fire Department Assistance Program (HB 2604), that was awarded on August 11, 2010. While looking at selling this Apparatus, the information staff received regarding how long the vehicle must be maintained by the awarded department, was said to be 5 years. More information was gathered and staff was informed that the actual time-frame was 10 years, not 5. For this reason, the vehicle will be maintained by the Fire Department until November 11, 2021, per the Texas Forestry Service Office, November 11, 2011 was the reimbursement check date.

PL2 Oberg moved to approve to rescind Council action during the regular meeting of May 08, 2017 approving and declaring the F-750 Fire Brush Truck 702 as surplus, seconded by PL4 Hunt.
No oppositions, no abstentions.

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

ITEM 8. DISCUSSION/ACTION – Consideration of and action on nomination(s) and an appointment of Mayor Pro Tem.

Section 22.037 of the Local Government Code states that the Mayor Pro-Tem is a council member that performs the mayor's duties in the event of the mayor's incapacity or absence. The Mayor-Pro-Tem is selected by majority vote of the council from among its own governing body. The Mayor-Pro-Tem's term renews annually following the municipal election and retains the right to vote on all matters before the Council while performing the duties of the mayor. PL5 Myers nominated current Mayor Pro Tem PL3 Griffin to serve another term as Mayor Pro Tem. There were no other nominations.

PL5 Myers moved that Council appoint PL3 David Griffin to serve as Mayor Pro-Tem for the City of Ovilla following the canvass of the May 2017 general election for a term through the May 2018 Uniform Election Date, seconded by PL1 Huber.

No oppositions, no abstentions.

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

ITEM 9. DISCUSSION/ACTION – Consideration of any item(s) pulled from the Consent Agenda above for individual consideration and action.

N/A

EXECUTIVE SESSION

None

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

1. Mayor Dormier	None
2. PL1 Huber	None
3. PL2 Oberg	Safety measures to culvert on the Cockrell Hill Road curve at city hall.
4. PL3 Griffin	Drones presentation at the August Council meeting.
	Park Board and EDC – special meeting to review/revise Strategic Plan
5. PL4 Hunt	None
6. PL5 Myers	None
7. City Manager	None

ADJOURNMENT

There being no further business, Mayor Dormier adjourned the meeting at 8:05 p.m.

ATTEST:

Pamela Woodall, City Secretary

Citizens' forum form attached.

Richard Dormier, Mayor

Approved August 14, 2017

OVILLA POLICE DEPARTMENT
 105 S Cockrell Hill Rd
 Ovilla, TX 75154
 (972) 617-7262

To: Mayor Richard Dormier
 Ovilla City Council
 John Dean City Manager

Subject: Police Department Monthly Activity Report

Calls For Service	July 2017	July 2017 YTD	July 2016	July 2016 YTD
Accident	4	15	2	20
Alarms	13	104	15	146
Arrest	8	51	2	16
Assault/Assault FV	0	7	0	2
Assists	84	568	62	314
Building / House Security Check	318	4577	1408	10626
Burglary	1	5	4	11
Burglary of Motor Vehicle	0	4	1	3
Criminal Mischief	1	6	2	11
Disturbance	4	76	12	56
Neighborhood Check	1071	10376	1609	11078
Other Calls for Service	43	327	245	369
Suspicious Person	6	58	10	58
Suspicious Vehicle	22	175	31	105
Theft	1	8	2	9
Traffic Assignment/School Enforcement	15	426	102	833
TOTAL CALLS FOR SERVICE	1591	16783	3507	24152

Reserve Officer Hours	26.5	69	0	66
Average Response Time (Minutes)	4.13	4.755	4.54	4.7
Total Citations	146	869	122	844
Total Traffic Stops *****	396			
Traffic Stop Disposition Warning *****	258			
Traffic Stop Disposition Citation *****	138			
PERCENT OF STOPS RECEIVING CITATIONS	34.8	#DIV/0!	#DIV/0!	#DIV/0!
Manual Response time				

** These lines are new and we will not have
 the info for the months before March 2017

OVILLA PD VEHICLE MILEAGE

OVILLA PD VEHICLE MILEAGE							
January-17		February-17		Beginning		Ending	
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
103	139688	139982	294	103	139982	140202	220
104	100371	103033	2662	104	103033	105104	2071
105	86822	87737	915	105	87737	88463	726
116	18218	20173	1955	116	20173	22504	2331
117	500	2506	2006	117	2506	5055	2549
216	3267	4056	789	216	4056	4534	478
March-17		April-17		Beginning		Ending	
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
103	140202	140498	296	103	140498	140892	394
104	105104	107983	2879	104	107983	107983	-107983
105	88463	89490	1027	105	89490	91065	1575
116	22504	25142	2638	116	25142	26645	1503
117	5055	7639	2584	117	7639	10259	2620
216	4534	5231	697	216	5231	5907	676
May-17		June-17		Beginning		Ending	
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
103	140892	141177	285	103	141177	141408	231
104	111727	Shop	#VALUE!	104	111727	113825	2098
105	91065	92194	1129	105	92194	93152	958
116	26645	29057	2412	116	29057	31273	2216
117	10259	13158	2899	117	13158	15894	2736
216	5907	6599	692	216	6599	6907	308
July-17		August-17		Beginning		Ending	
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
103	141408	141646	238	103			0
104	113825	115947	2122	104			0
105	93152	93808	656	105			0
116	31273	33926	2653	116			0
117	15894	19381	3487	117			0
216	6907	7647	740	216			0
September-17		October-17		Beginning		Ending	
Unit #	Beginning	Ending	Accrued	Unit #	Beginning	Ending	Accrued
103		0	0	103		0	0
104		0	0	104		0	0
105		0	0	105		0	0
116		0	0	116		0	0
117		0	0	117		0	0
		0	216				0

OVILLA FIRE DEPARTMENT



MONTHLY REPORT

OVILLA FIRE DEPARTMENT

July-17

City of Ovilla Calls for Service	2016 Totals	2017 Totals
Fire 7		Fire 7
EMS 12	19	EMS 14
		21
 ESD #2 Calls for Service		
Fire 5		Fire 6
EMS 11	16	EMS 12
		18
 ESD #4 Calls for Service		
Fire 1		Fire 4
EMS 3	4	EMS 7
		11
 Mutual Aid Provided		
Fire 15		Fire 5
EMS 0	15	EMS 1
		6
 Total Calls For Service / Month	54	
 Total Calls For Service / YTD	423	430

		Time from Notify to Time On Scene		Reaction Times	
		June	July	June	July
Average Response Times for City of Ovilla		4:43	4:25		
Average Response Times for ESD # 2		7:00	7:01	E-701	1:52
Average Response Times for ESD # 4		7:04	7:05		1:58

<u>FLEET REPORT</u>						
Year	Unit #	Beginning Mileage		Ending Mileage		Maintenance
2016	E701	4,860		5,127	267	\$ 715.50
1998	XE701	113,600	Broken Odometer	113,600	0	\$ -
2003	E702	26,050		26,085	35	\$ 22.90
2001	B701	55,419		55,481	62	\$ -
2011	B702	2,993		3,057	64	\$ -
2005	R755	16,779		16,784	5	\$ -
2007	C702	92,328		92,605	277	\$ -
2016	C701	11,076		11,507	431	\$ -

MONTHLY REPORT AUGUST 2017 MEETING

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)
- **35 / 41** Volunteer shifts were covered and these 38 shifts there were 4 personnel on the Engine
- **6 / 10** weekend day shifts were worked by a volunteer

- All Shifts in **July** were **100%** covered with 3 minimum

From the Deputy Chief / Fire Marshal

6 - Inspections
3 - Meetings
4 - Consults
CQI Reports
Training with Volunteer Recruits
Back up P.D. on Calls
18 Hour Crisis Intervention Training Class

Fire Department News For the Month

1. Monthly Siren Test Were Complete on the first Wednesday of the month, all sirens operated properly
2. C-701 responded to 7 calls for manpower and or command staff.
3. C-702 responded to 6 calls for manpower and or command staff.
4. Attended Monthly ESD #2 and ESD #4 Meeting
5. Current staffing, 2-Chiefs, 5-Captains, 22-Part Time Firefighter EMT-P, 8-Part Time Firefighter EMT-B, 11-Volunteer Firefighters, Total F.D. Staff = 48

Grant Report

- Received \$5,750.00 from Texas A&M Forest Service for Fire Department Insurance Program
- ACCEPTED AFG (ASSISTANCE TO FIREFIGHTER GRANT) AWARD, COST SHARING OF 5%. THE FIRE DEPARTMENT WILL BE PURCHASING 20 NEW S.C.B.A.'s (SELF CONTAINED BREATHING APPARATUS), THAT WE WEAR TO ENTER A HAZARDOUS ENVIRONMENT SO WE CAN BREATHE. \$132,667 IN GRANT MONEY \$6,633 FROM CITY.

MONTHLY REPORT AUGUST 2017 MEETING



Date: August 7, 2017

TO: Honorable Mayor and City Council Members

FROM: Brad Piland Public Works Director

TOPIC: Public Works Monthly Report for July 2017

45 Work Orders completed for June.

Purchased water from DWU 15010000 gal / Billed to customers 14119200 gal/ difference of 890800 gal

Sewer Lift Station Repairs-

- Pulled pump 1 at Highland Meadows Lift Station.
- Removed pump 1 from Cumberland removed debris and replaced
- Pulled pump 1 and removed debris Heritage

- Read water meters, serviced disconnects and reconnects
- Replaced meters
- Street Repairs: Shiloh, Bryson, Johnson Lane, Ovilla Oaks, Shadowwood, Slippery Elm
- Installed new signs: Highland Meadows
- Updated marquee as needed
- Daily water maintenance residual and pressure tests
- Water line relocation 664 flushing and testing
- Tree and grass maintenance:
 - Heritage Park
 - Silver Spur Park
 - Baseball fields and Cindy Jones Park
 - Assist Code Enforcement with mowing properties
- Repaired water leak: 105 Suburban
- Collected lead/copper samples
- Serviced PD Units

**Flushed Hydrants

Collected water samples for TCEQ reporting

- Water Maintenance – routine flushing mains and hydrant
- Meter Box repair and replace lids as needed

City of Ovilla Vehicle and Equipment Hours or Milage Monthly Reports

vehicles	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17
2017 F250 4X4	2,847	3,341				
2015 2500HD Silverado	26,292	26,939				
2011 3500HD 4x4 Silverado	46,098	46,355				
2008 2500HD Animal control	72,673	73,111				
2008 1500 Silverado	104,017	104,240				
2006 1500 Silverado	115,375	115,464				
2001 C6500 Dump Truck	176,578	17,714				
1999 International PatchTruck	311,671	311,683				
1998 Ford Dump Truck	51,850	51,895				
New Holland skid steere LS60	Hrs:1153.3	1,162				
1999 Kubota Tractor	Hrs:924.7	929				
1992 Ford Tractor	Hrs:1073.3	1,074				
Sweaper	Hrs:619.5	620				
310K John Deere Backhoe	Hrs:1229.0	1,250				
Stone Packer 3100	Hrs:4504.4	4,504				
Ingersoll mobil Air compressor	Hrs:1318.9	1,319				
Green Golf Cart	Hrs:763.1	763				
2016 Exmark	Hrs:132.1	138				
2013 Exmark	Hrs:273.6	280				
2004 Exmark	Hrs:982.5	986				

CITY OF OVILLA
ROAD INSPECTION AND MAINTENANCE CHECKLIST

Driving Surface

Concrete Streets

- Potholes
- Depressions/Failing Sections
- Cracks/Expansion Joints
- Curb/Inlets
- Standing Water
- Sidewalks

Address _____
 Address _____
 Address _____
 Address 120 MeadowGlen (curb)
 Address _____
 Address _____

Asphalt Streets

- Potholes
- Depressions/Failing Sections
- Cracks
- Shoulder
- Standing Water

Address _____
 Address _____
 Address _____
 Address _____
 Address _____

Chip Seal Streets

- Potholes
- Depressions/Failing Sections
- Cracks/Unraveling
- Shoulder
- Standing Water

Address Shilo, Bryson, Westmoreland, Red Oak Creek.
 Address _____
 Address _____
 Address _____
 Address _____
 Address _____

Drainage

Culverts

- Free from debris and blockage
- Inlet/Outlet Silt

Address Replaced Culvert Shadowwood/Wilbow Wood.
 Address _____

Debris

- Downed trees/limbs
- Trash

Address _____
 Address _____

Ditch Flowline

- Standing Water
- Dirt Buildup
- Obstructions

Address _____
 Address Shadowwood/Wilbow wood.
 Address _____

Signs

- Proper Signage/stop/yield/street
- Legibility
- Size
- Removal of limbs for line of sight

Address _____
 Address Stop signs/Highland Meadows replaced.
 Address _____
 Address _____

Trees

- Proper Distance and Height
- Sight line at intersections/curves
- Possible Hazard (dead/broken)
- Removal of limbs for line of sight

Address _____
 Address Red Oak Creek Westmoreland/Water Street.
 Address _____
 Address _____

Right of Way Maintenance

- Mowing
- Removal of line of sight hazards
- Trash Removal

Address South Westmoreland/Shilo Rd.
 Address Guardrails/Cockrell Hill Rd., Westmoreland (mowing)
 Address _____

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: EWF needed
- 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:

7/10/17. mow, weed eat. Repair fence.

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:

7/11/17. mow, weed eat, empty trash.

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: 7-31-17
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 - Remove trash and debris
 - Loose-fill surfacing materials are not compacted.
 - Rake and fluff surfacing
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 - Other maintenance: _____

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- 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:

7/10/17 mow, weed eat, empty trash. 7/21/17. mow, weed eat.

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: _____

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 - Empty trash

INSPECTION BY:

7/31/17. added EWF

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: 7-28-17.
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 - Remove trash and debris
- Loose-fill surfacing materials are not compacted.
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 - Rake and fluff surfacing

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 - Other maintenance: _____

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- 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:

7/7/17 glow weed eat empty trash.

INSPECTION BY:

7/20/17. mow/weed eat.

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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: _____

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PUBLIC WORKS
VEHICLE MAINTENANCE REPORT
JULY 2017

- 7-3 Unit #105 2010 F150 – Oil, filter & spark plug change
- 7-6 Unit #116 Replace brake pads & replace front driver side rotor
- 7-11 2011 Chevy 3500HD – Oil & filter change.
Lawn Equipment Maint. - Pole saws, weed eater and hedger.
- 7-12 Unit #104 - Back passenger tire plug
- 7-18 Unit #104 - Transmission flush. Oil, filter & spark plug changed.
- 7-19 1999 International – Belt replacement. Oil change. Air and diesel filters changed.
- 7-19 Unit #116 - Replace two 20 amp. fuses due to sirens and microphone not working.
- 7-25 Unit #105 – Pick up vehicle from Mac Haik.
- 7-31 Unit #116 – Check on flashlight charger.



DATE: August 14, 2017

TO: Honorable Mayor and Council Members

FROM: Linda Harding, City Accountant

SUBJECT: Accounting Department Report

June Reports - Financial, Over \$5,000, Budget/Revenue/Expense Graph
Quarter Ending 6/30/2017 – Committed Fund Balance, Investment report

Messages:

FY 2016-2017 short list of budget objectives:

Utility billing clerk has started training
Police and Fire Department radios have been received, at completion of Midlothian's Infrastructure,
The testing will begin July
Police Department has received patrol laptops and a desktop.
Fire Department has received command vehicle.
Public Works truck has been received.
Lariat Trail Improvements have been completed.
Water Street Improvements have been completed.
Concrete repairs in some locations have been completed.
Heritage Park restrooms has been installed.
Plumbing upgrades in city hall and baseball concessions stand have been complete.
Fire Department has increased staff.
New Police Department patrol vehicle has been received.

Included with this memo are budget vs actual graph representations of the financial reports.

Fiscal Year 2017/2018 budget and tax rate is nearing completion.

Equipment list that includes vehicles, machinery, computers, laptops have been received and reviewed by departments. The departments are responsible for the replacement request of all equipment.

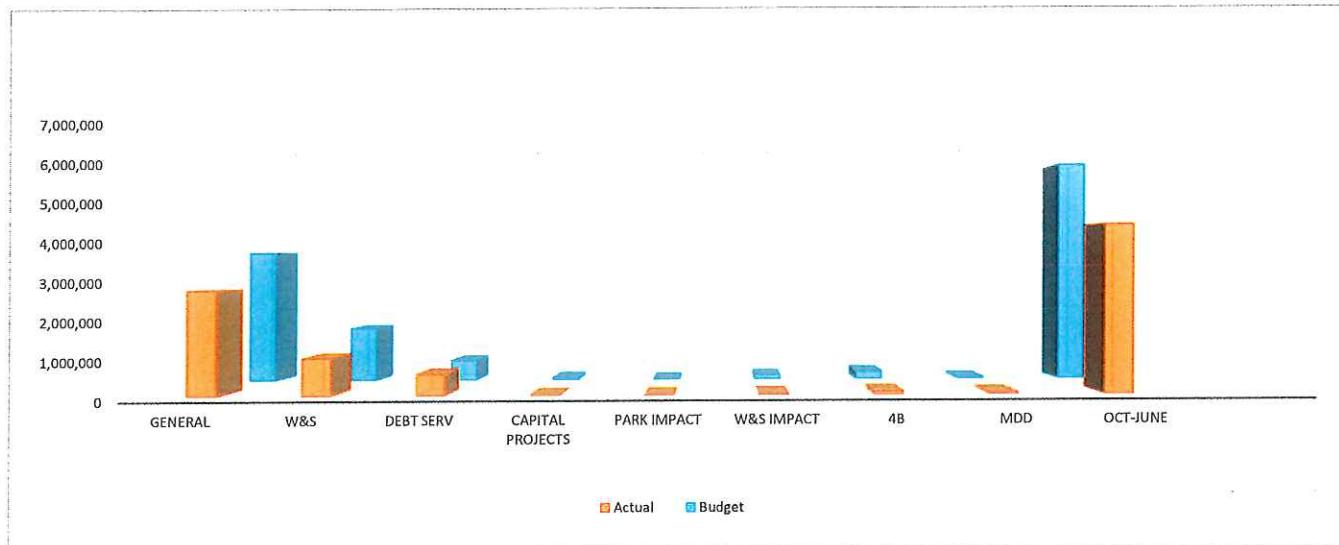
The auditing services are provided by Yeldell, Wilson and Co., P.C. are contracted for year-end 2015 and year-end 2016, with three (3) one-year optional extensions for the fiscal years ending through September 2019.

December 2017 Prepare for Bank RFQ to start May 2018-2021

Department duties:

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

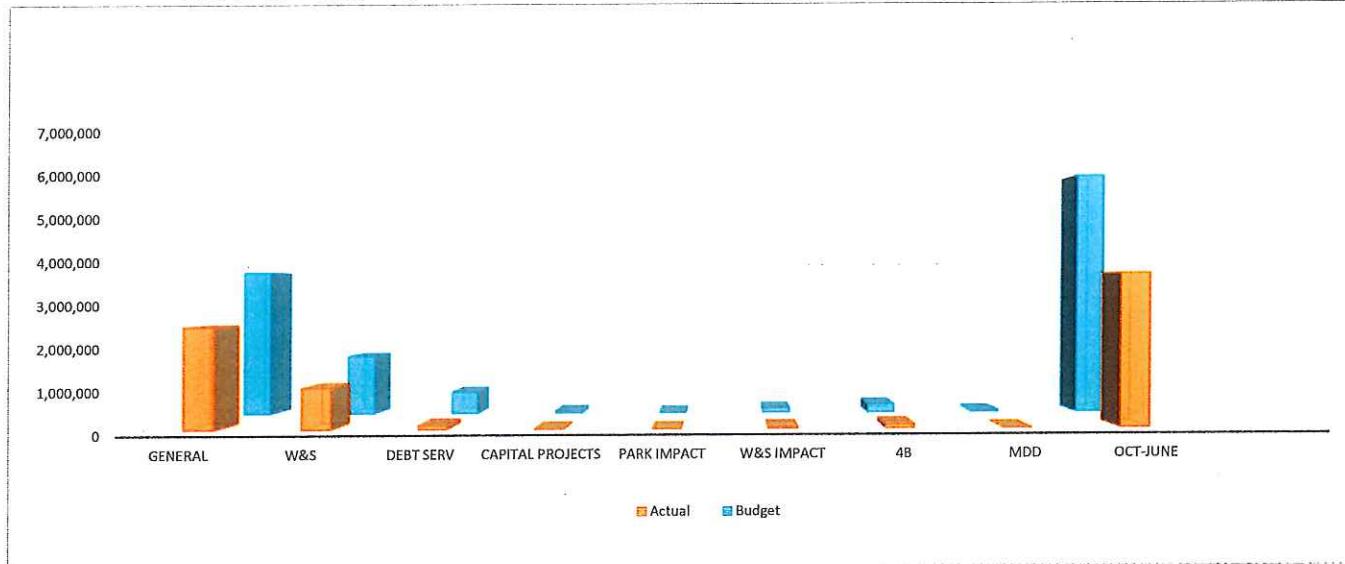
CITY OF OVILLA REVENUE FY 2016-2017



City of Ovilla Revenue

FUNDS	Capital								
	General	W&S	Debt Serv	Projects	Park Impact	W&S Impact	4B	MDD	Oct-JUNE
Actual	2,762,817	985,377	551,100	251	5,162	20,641	75,839	37,883	4,439,070
Budget	3,788,740	1,538,005	571,025	50,261	13,523	109,330	214,647	41,991	6,327,522
Over / (Under) Budget	(1,025,923)	(552,628)	(19,925)	(50,010)	(8,361)	(88,689)	(138,808)	(4,108)	(1,888,452)

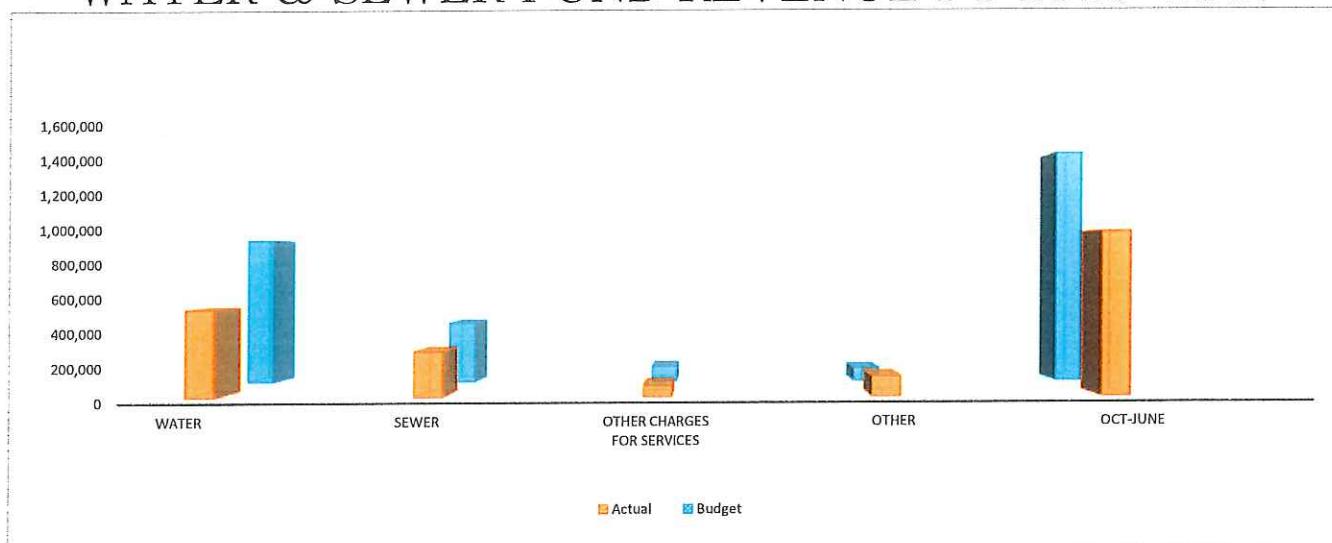
CITY OF OVILLA EXPENSE FY 2016-2017



City of Ovilla Expense

FUNDS	Capital								
	General	W&S	Debt Serv	Projects	Park Impact	W&S Impact	4B	MDD	Oct-JUNE
Actual	2,459,247	998,328	97,763	0	0	37,020	92,851	2,085	3,687,294
Budget	3,788,740	1,538,005	571,025	50,261	13,523	109,330	214,647	41,991	6,327,522
Over / (Under) Budget	(1,329,493)	(539,677)	(473,262)	(50,261)	(13,523)	(72,310)	(121,796)	(39,906)	(2,640,228)

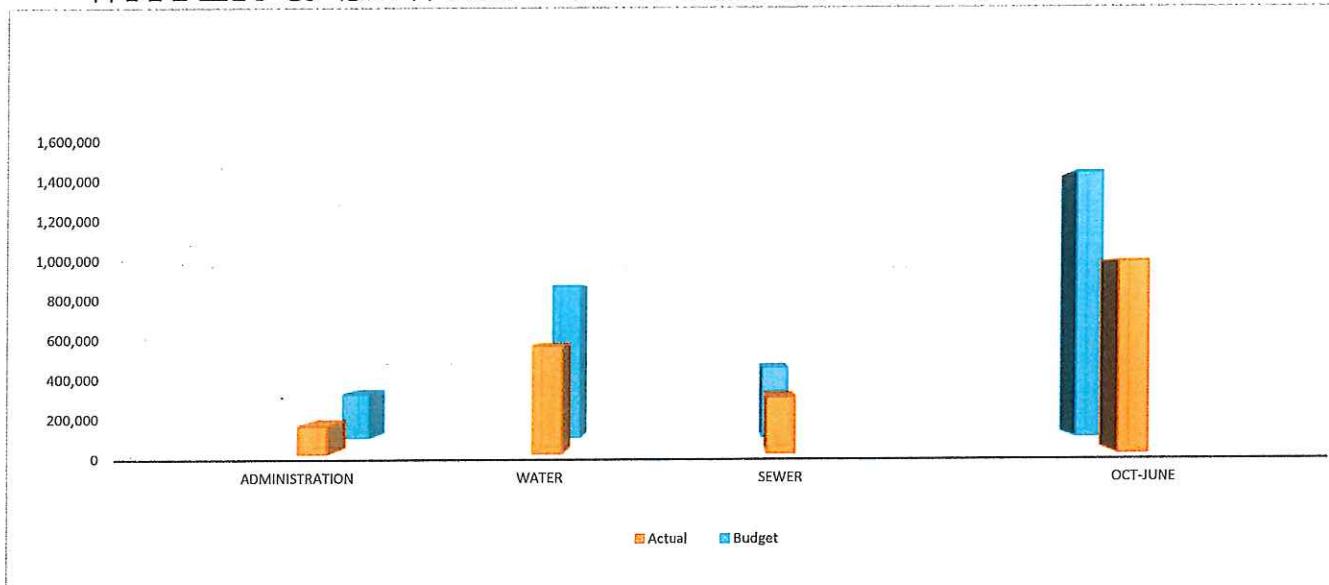
WATER & SEWER FUND REVENUE FY 2016-2017



Water & Sewer Revenue

	Water	Sewer	Other Charges for Services	Other	Oct-JUNE
Actual	524,938	272,006	67,986	120,446	985,376
Budget	959,305	396,500	98,050	84,150	1,538,005
Over / (Under) Budget	(434,367)	(124,494)	(30,064)	36,296	(552,629)

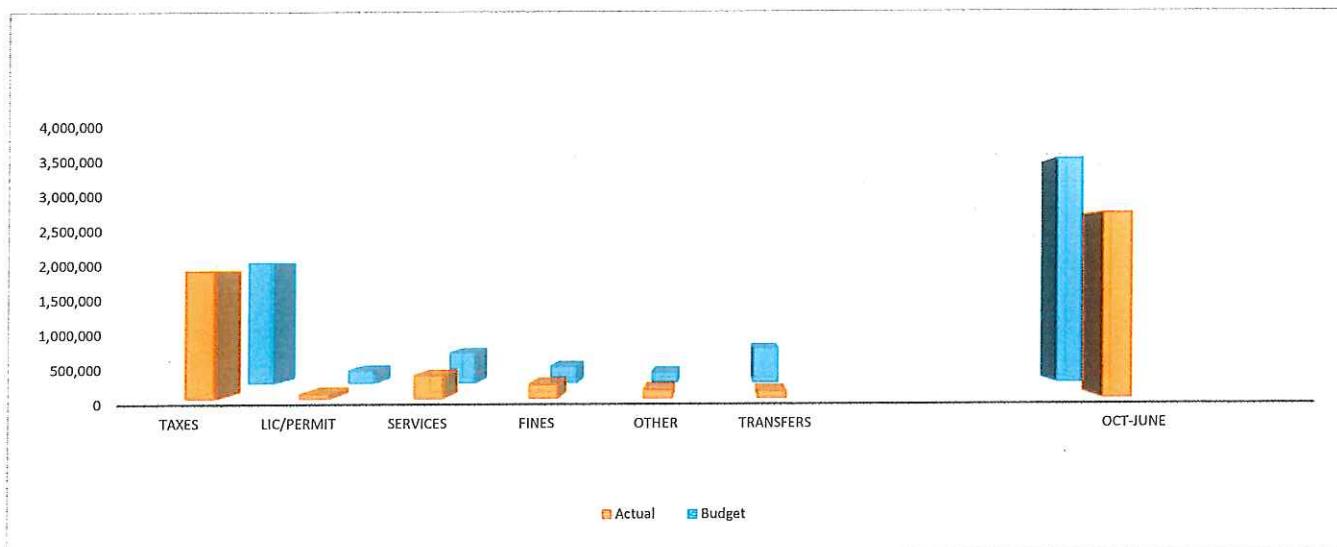
WATER & SEWER FUND EXPENSE FY 2016-2017



Water & Sewer Fund Expense

	Administration	Water	Sewer	Oct-JUNE
Actual	145,630	561,033	291,665	998,328
Budget	253,151	880,265	404,589	1,538,005
Over / (Under) Budget	(107,521)	(319,232)	(112,924)	(539,677)

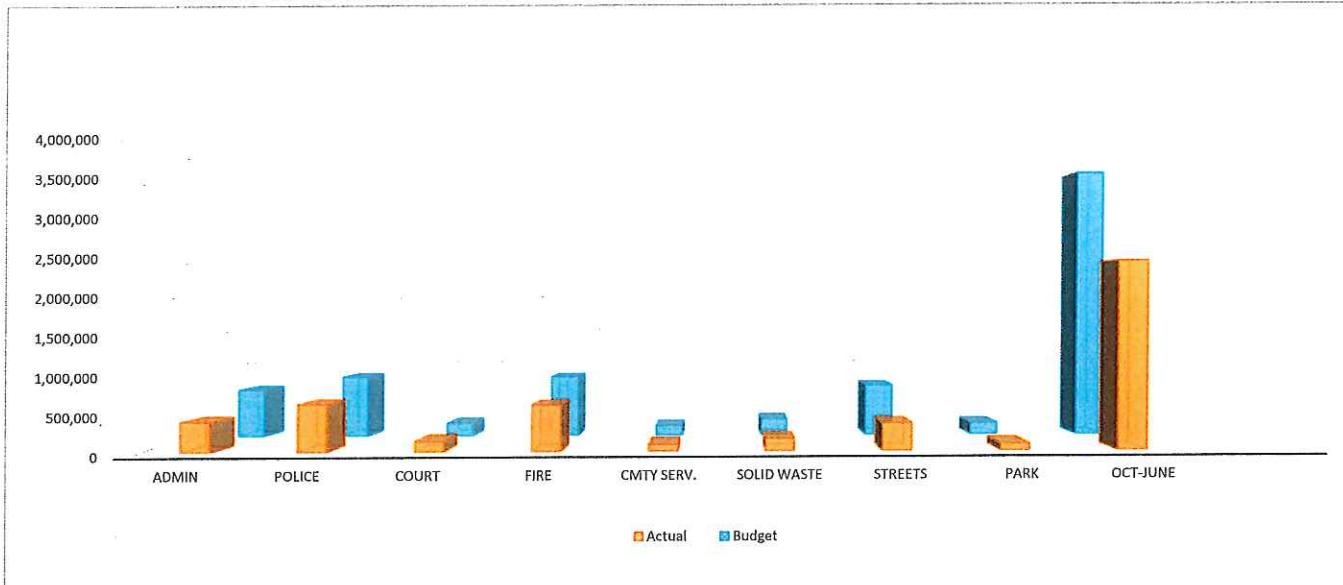
GENERAL FUND REVENUE FY 2016-2017



General Fund Revenue

	Taxes	Lic/Permit	Services	Fines	Other	Transfers	Oct-JUNE
Actual	1,909,953	69,897	343,629	209,303	128,209	101,828	2,762,819
Budget	2,039,620	212,068	509,228	277,517	170,035	580,272	3,788,740
Over / (Under) Budget	(129,667)	(142,171)	(165,599)	(68,214)	(41,826)	(478,444)	(1,025,921)

GENERAL FUND EXPENSE FY 2016-2017



General Fund Expense

	Admin	Police	Court	Fire	CMTY Serv.	Solid Waste	Streets	Park	Oct-JUNE
Actual	393,271	619,748	135,391	604,578	91,556	163,085	359,814	91,803	2,459,246
Budget	670,905	855,589	176,676	848,911	132,174	226,110	715,538	162,837	3,788,740
Over / (Under) Budget	(277,634)	(235,841)	(41,285)	(244,333)	(40,618)	(63,025)	(355,724)	(71,034)	(1,329,494)



DATE: AUGUST 14, 2017

TO: Honorable Mayor and Council Members

FROM:

Linda Harding, Accountant

SUBJECT: Financial Statements Through June 2017

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

	Current	Year to Date	\$ Over (Under)		% of Budget
			Budget	Budget	
	June 2017	'Oct - June 2017			Thru June 75%
Revenues					
4000100 · Taxes					
4000105 · Ad Valorem, Current	12,253	1,582,773	1,541,553	41,220	103%
4000106 · Ad Valorem, New & improvements	0	0	77,331	(77,331)	0%
4000110 · Ad Valorem, Delinquent	281	12,360	11,388	972	109%
4000113 · Interest/Penalties - Prop Tax	1,143	6,090	7,540	(1,450)	81%
4000120 · Sales Tax	14,537	148,708	201,446	(52,738)	74%
4000125 · Sales Tax - Street Improvement	3,634	37,177	50,362	(13,185)	74%
4000130 · Franchise Tax	85,770	122,845	150,000	(27,155)	82%
Total 4000100 · Taxes	117,618	1,909,953	2,039,620	(129,667)	94%
4000200 · Licenses and Permits					
4000210 · Residential Building Permits	4,823	35,763	150,100	(114,337)	24%
4000214 · Misc Building Permits	3,662	19,535	16,000	3,535	122%
4000230 · Plan Review Fee	1,333	8,091	35,750	(27,659)	23%
4000260 · Alarm Permits	295	2,079	2,604	(525)	80%
4000270 · Animal Tag Fees	209	1,678	3,706	(2,028)	45%
4000272 · Impound Fees	35	895	2,751	(1,856)	33%
4000290 · Misc Licenses and Permits	740	1,855	1,157	698	160%
Total 4000200 · Licenses and Permits	11,098	69,897	212,068	(142,171)	33%
4000400 · Charges for Services					
4000325 · ESD #2	0	95,000	190,000	(95,000)	50%
4000330 · ESD #4	0	37,086	55,628	(18,542)	67%
4000411 · Copies and Maps	4	34	100	(66)	34%
4000415 · Police Reports	0	36	150	(114)	24%
4000420 · Park Lights	0	0	1,000	(1,000)	0%
4000440 · Oak Leaf Animal Control	500	835	2,100	(1,265)	40%
4000450 · Subdivision Fees	0	14,888	6,900	7,988	216%
4000480 · Solid Waste (Garbage)	21,263	193,198	247,600	(54,402)	78%
4000485 · 50/50 Sidewalk Program	0	0	1,250	(1,250)	0%

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

	Current	Year to Date		\$ Over (Under)	% of Budget
	June 2017	'Oct - June 2017	Budget	Budget	Thru June 75%
4000490 · Misc Charges for Services	229	2,553	4,500	(1,947)	57%
Total 4000400 · Charges for Services	21,996	343,629	509,228	(165,599)	67%
4000500 · Fines and Forfeitures					
4000535 · Omni Warrant Revenue	148	1,958	2,304	(346)	85%
4000510 · Fines - Police	20,733	196,996	254,850	(57,854)	77%
4000520 · Fines - Animal Control	0	350	456	(106)	77%
4000525 · Fines - Code Enforcement	0	2,684	8,949	(6,265)	30%
4000550 · Municipal Court Technology	353	4,018	5,338	(1,320)	75%
4000551 · Municipal Court Security	264	3,014	5,396	(2,382)	56%
4000590 · Misc Fines and Forfeitures	0	284	224	60	127%
Total 4000500 · Fines and Forfeitures	21,498	209,303	277,517	(68,214)	75%
4000800 · Other Revenue					
4000810 · Heritage Day	0	5,006	26,000	(20,994)	19%
4000818 · Lease Proceeds	0	0	0	0	0%
4000820 · Water Tower Lease	3,272	89,661	109,250	(19,589)	82%
4000840 · Interest Earned	674	6,130	6,000	130	102%
4000860 · Grant Proceeds	0	6,825	6,825	0	100%
4000870 · Insurance Proceeds	0	3,754	3,755	(1)	100%
4000885 · Proceeds from Sale of Assets	0	13,690	13,690	0	100%
4000887 · HOA Revenue	0	1,015	1,015	0	100%
4000890 · Misc Other Revenue	13	2,127	3,500	(1,373)	61%
Total 4000800 · Other Revenue	3,959	128,209	170,035	(41,826)	75%
4000900 · Transfers In					
4000925 · Admin.Rev. received from 4B-EDC	625	1,875	2,500	(625)	75%
4000926 - 4B-EDC Revenue: Restroom	74,987	74,987	75,000	(13)	100%
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	8,197	24,591	32,788	(8,197)	75%

City of Ovila General Fund
Actual vs Budget Review
FY October 2016 through September 2017

	Current	Year to Date	Budget	\$ Over (Under)	Budget	\$ Over (Under)	% of Budget
	June 2017	'Oct - June 2017	Budget		Budget		Thru June
							75%
4000940 - Admin.Rev. Rec. from MDD Fund	125	375	500		(125)		75%
4000945 - Trans in from Court Security	0	0	4,317		(4,317)		0%
4000990 - Reduction in Fund Balance	0	0	425,167		(425,167)		0%
Total 4000900 - Transfers In	83,934	101,828	580,272	(478,444)	18%		
 Total Revenues	 260,102	 2,762,817	 3,788,740	 (1,025,923)	 73%		
 Gross Resources	 260,102	 2,762,817	 3,788,740	 (1,025,923)	 73%		
 Expenditures							
10 - Administration							
5101100 - Salaries & Wages							
5101110 - City Administrator	2,934	50,960	66,126		(15,166)		77%
5101115 - City Secretary	2,837	34,038	40,973		(6,935)		83%
5101117 - City Accountant	2,522	30,260	38,192		(7,932)		79%
5101120 - Admin. Support	1,733	20,796	22,978		(2,182)		91%
5101170 - Salary Increase	0	0	5,265		(5,265)		0%
5101180 - Merit Raises, Staff	0	0	5,207		(5,207)		0%
Total 5101100 - Salaries & Wages	10,025	136,054	178,741	(42,687)	76%		
 5101400 - Support Staff	 0	 0	 350	 (350)	 0%		
 5101490 - Overtime	 0	 0	 350	 (350)	 0%		
Total 5101400 - Support Staff	0	0	350	(350)	0%		
 5102100 - Employee Benefits							
5102110 - Group Insurance	2,225	22,028	29,461		(7,433)		75%
5102135 - TMRS	2,490	17,118	22,694		(5,576)		75%
5102160 - Worker's Compensation	0	454	606		(152)		75%
5102170 - Payroll Taxes	381	2,521	3,456		(935)		73%
5102180 - Unemployment Taxes	0	0	1,000		(1,000)		0%
5102190 - Auto Allowance	800	800	1,600		(800)		50%
5102196 - Indiv. Membership Dues	0	565	750		(185)		75%

City of Ovila General Fund
Actual vs Budget Review
FY October 2016 through September 2017

	Current	Year to Date	\$ Over (Under)	% of Budget
	June 2017	'Oct - June 2017	Budget	Budget
Total 5102100 · Employee Benefits	5,896	43,487	59,567	(16,080)
				73%
5102200 · Special Services				
5102210 · Tax Assessing & Collecting Fees	0	551	1,570	(1,019)
5102220 · Tax Appraisal Fee	3,905	12,092	16,003	(3,911)
5102230 · Legal Fees	422	9,851	25,000	(15,149)
5102240 · Audit	0	7,400	7,400	0
5102250 · Accounting	0	525	1,000	(475)
5102260 · Engineering Fees	1,707	6,301	8,500	(2,199)
Total 5102200 · Special Services	6,035	36,721	59,473	(22,752)
				62%
5102300 · Contractual Services				
5102310 · Consultant Fees	0	1,758	20,000	(18,242)
5102325 - 4B-EDC Consulting	0	0	2,510	(2,510)
Total 5102300 · Contractual Services	0	1,758	22,510	(20,752)
				8%
5102500 · Operating Services				
5102530 · Custodial Service Contract	344	3,111	4,128	(1,017)
5102540 · IT - Computer Maintenance	8,940	34,689	37,668	(2,979)
Total 5102500 · Operating Services	9,284	37,800	41,796	(3,996)
				90%
5102600 · Special Expenses				
5102610 · Election - Payroll	0	492	850	(358)
5102620 · Election - Supplies	0	2,245	2,500	(255)
5102630 · Election Meeting Expense	73	73	100	(27)
5102650 · Codification Book Update	0	375	4,100	(3,725)
Total 5102600 · Special Expenses	73	3,186	7,550	(4,364)
				42%
5103100 · General Supplies				
5103110 · Office Supplies	562	6,120	8,000	(1,880)
				76%

City of Ovillia General Fund
Actual vs Budget Review
FY October 2016 through September 2017

	Current	Year to Date	\$ Over (Under)	Budget	\$ Over (Under)	% of Budget
	June 2017	'Oct - June 2017	Budget	Budget	Thru June	
5103140 - Uniforms	0	119	250	(131)	75%	
Total 5103100 - General Supplies	562	6,239	8,250	(2,011)	48%	
						76%
5103400 - Maintenance Supplies / Parts						
5103410 - Supplies - Custodial	196	1,005	1,500	(495)	67%	
5103440 - Maintenance Agreement Expense	135	135	400	(265)	34%	
5103460 - Miscellaneous	1,000	1,412	1,500	(88)	94%	
Total 5103400 - Maintenance Supplies / Parts	1,331	2,551	3,400	(849)	75%	
						75%
5104200 - Travel Expenses						
5104210 - Travel - Local	0	31	500	(469)	6%	
5104220 - Professional Development	0	435	3,900	(3,465)	11%	
5104222 - Professional Develop - Council	0	975	1,200	(225)	81%	
5104225 - City Council Meal Expense	598	1,128	1,400	(272)	81%	
5104230 - Professional Develop - In-House	0	0	500	(500)	0%	
Total 5104200 - Travel Expenses	598	2,567	7,500	(4,933)	34%	
						34%
5105200 - Data Processing Expenses						
5105240 - Data Processing - Software	0	9,403	13,300	(3,897)	71%	
Total 5105200 - Data Processing Expenses	0	9,403	13,300	(3,897)	71%	
						71%
5105300 - Printing Expense						
5105310 - Copier Expense	173	2,505	4,476	(1,971)	56%	
5105320 - Printing - Newsletters	0	1,204	5,108	(3,904)	24%	
5105330 - Printing - Forms	183	486	1,500	(1,014)	32%	
Total 5105300 - Printing Expense	356	4,195	11,084	(6,889)	38%	
						38%
5103400 - Utilities						
5105410 - Telephone	125	1,047	1,404	(357)	75%	
5105415 - Cellular Phone	113	1,067	1,464	(397)	73%	

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

	Current	Year to Date	Budget	\$ Over (Under)	% of Budget
	June 2017	'Oct - June 2017	Budget	Budget	Thru June 75%
5105417 · Internet	160	1,282	2,409	(1,127)	53%
5105420 · Wireless Cards	97	401	912	(511)	44%
5105450 · Electricity	435	3,147	4,635	(1,488)	68%
Total 5105400 · Utilities	930	6,944	10,824	(3,880)	64%
5105500 · Repairs & Bldg Improvements					
5105520 · Repairs - Buildings	116	3,937	4,000	(63)	98%
5105540 · Repairs - Machinery & Equipment	0	495	600	(105)	83%
5105590 · Repairs - Other	0	2,170	2,200	(30)	99%
Total 5105500 · Repairs & Bldg Improvements	116	6,602	6,800	(198)	97%
5105600 · Insurance					
5105610 · Insurance - Property	0	1,108	1,330	(222)	83%
5105620 · Insurance - Liability	0	464	678	(214)	68%
5105630 · Insurance - Fidelity Bond	0	250	300	(50)	83%
5105635 · Public Officials Surety Bonds	1,820	1,820	2,210	(390)	82%
Total 5105600 · Insurance	1,820	3,643	4,518	(875)	81%
5105700 · Other Expenses					
5105705 · Postage	625	3,824	6,756	(2,932)	57%
5105710 · Cash - Over/Short	0	0	10	(10)	0%
5105725 · Records Management Expense	143	2,139	3,300	(1,162)	65%
5105730 · City - Memberships	0	2,056	2,500	(444)	82%
5105740 · Legal Notices/Advertisement	443	2,729	9,000	(6,271)	30%
5105752 · Employment Screening	85	435	436	(1)	100%
5105753 · Solicitor Screening	334	430	500	(70)	86%
5105756 · FM 664	0	23,928	24,000	(72)	100%
5105760 · Bank Service Charge	0	22	100	(78)	22%
5105764 · Filing Fees	0	130	250	(120)	52%
5105765 · Miscellaneous	115	1,394	3,614	(2,220)	39%

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	June 2017	'Oct - June 2017	Budget	Thru June 75%
Total 5105700 - Other Expenses	1,745	37,086	50,466	(13,380) 73%
 5106400 - Minor Capital Outlay				
5106440 - Machinery & Equipment	4,890	4,890	7,500	(2,610) 65%
5106465 - Furniture	0	146	1,000	(854) 15%
Total 5106400 - Minor Capital Outlay	4,890	5,037	8,500	(3,463) 59%
 5107400 - Capitalized Assets				
5107440 - Machinery & Equipment	0	49,999	49,999	0 100%
Total 5107400 - Capitalized Assets	0	49,999	49,999	0 100%
 5109000 - Reserves				
5109001 - Reserve for Contingency	0	0	32,507	(32,507) 0%
5109015 - Reserve for FD & PD Radios	0	0	93,770	(93,770) 0%
Total 5109000 - Reserves	0	0	126,277	(126,277) 0
 Total 10 - Administration	43,661	393,271	670,905	(277,634) 59%
 20 - Police				
5201100 - Salaries & Wages				
5201120 - Police Chief	8,566	57,110	70,000	(12,890) 82%
5201143 - Command Staff	6,613	44,084	53,560	(9,476) 82%
5201150 - Certification Pay	277	1,847	2,400	(553) 77%
5201170 - Salary Increase	0	0	4,160	(4,160) 0%
5201180 - Merit Raises - Staff	0	0	3,832	(3,832) 0%
Total 5201100 - Salaries & Wages	15,456	103,040	133,952	(30,912) 77%
 5201400 - Support Salaries				
5201405 - Support Staff	3,557	23,712	27,851	(4,139) 85%
5201408 - Sergeant	5,438	34,443	43,680	(9,237) 79%
5201410 - Patrol	29,070	192,449	224,723	(32,274) 86%

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

	Current	Year to Date	Budget	\$ Over (Under)	Budget	% of Budget Thru June
	June 2017	'Oct - June 2017	Budget			75%
5201412 - Patrol Part Time	900	5,600	20,500	(14,900)	(21)	27%
5201415 - Certification Pay	242	1,615	1,636	(16,640)	(16,640)	99%
5201470 - Salary Increase	0	0	16,640	(9,387)	(9,387)	0%
5201480 - Merit Raises	0	0	9,387	(9,024)	(9,024)	0%
5201490 - Overtime	424	6,976	16,000	(95,622)	(95,622)	44%
Total 5201400 - Support Salaries	39,631	264,795	360,417			73%
5202100 - Employee Benefits						
5202110 - Group Insurance	6,002	53,960	72,741	(18,781)	(10,445)	74%
5202135 - TMRS	5,272	34,295	44,740			77%
5202160 - Worker's Compensation	0	8,082	11,677	(3,595)	(3,010)	69%
5202170 - Payroll Taxes	816	5,371	8,381			64%
5202196 - Membership Dues	0	397	500	(103)	(103)	79%
Total 5202100 - Employee Benefits	12,090	102,105	138,039	(35,934)		74%
5202300 - Contractual Services						
5202355 - Contract Labor - Individual	0	0	500	(500)	(500)	0%
5202356 - Gingerbread House	0	1,000	1,000	0	0	100%
5202380 - Dispatch	0	15,225	15,225	0	0	100%
5202385 - Jail Expense	0	0	1,000	(1,000)	(1,000)	0%
5202390 - Special Response Team	0	7,500	8,500	(1,000)	(1,000)	88%
5202395 - Contractual Services Other	0	0	1,000	(1,000)	(1,000)	0%
Total 5202300 - Contractual Services	0	23,725	27,225	(3,500)		87%
5202500 - Operating Services						
5202530 - Custodial Service Contract	235	2,115	2,820	(705)	(705)	75%
5202540 - Computer Maintenance	0	0	700	(700)	(700)	0%
5202560 - Internet Subscriptions	317	317	1,350	(1,033)	(1,033)	23%
Total 5202500 - Operating Services	552	2,432	4,870	(2,438)		50%

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

	Current	Year to Date	\$ Over (Under)	% of Budget Thru June
	June 2017	'Oct - June 2017	Budget	
5202600 · Special Expenses				
5202675 · National Night Out	0	434	550	(116) 79%
Total 5202600 · Special Expenses	0	434	550	(116) 79%
5203100 · General Supplies				
5203110 · Office Supplies	60	1,560	1,874	(314) 83%
5203140 · Uniforms	312	3,660	8,000	(4,340) 46%
5203170 · Evidence Gathering	3	677	700	(23) 97%
Total 5203100 · General Supplies	374	5,897	10,574	(4,677) 56%
5203400 · Maintenance Supplies & Parts				
5203410 · Supplies - Custodial	0	340	800	(460) 43%
Total 5203400 · Maintenance Supplies & Parts	0	340	800	(460) 43%
5204200 · Travel Expenses				
5204210 · Travel - Local	0	0	1,000	(1,000) 0%
5204220 · Professional Development	0	1,337	4,896	(3,559) 27%
5204225 · Professional Dev - LEOSE	0	0	0	0 0%
5204235 · Ammo	0	0	1,000	(1,000) 0%
5204270 · Vehicle Expenses	1,824	14,605	24,000	(9,395) 61%
Total 5204200 · Travel Expenses	1,824	15,942	30,896	(14,954) 52%
5205200 · Data Processing Expenses				
5205240 · Data Processing - Software	0	17,851	18,000	(149) 99%
Total 5205200 · Data Processing Expenses	0	17,851	18,000	(149) 99%
5205300 · Printing Expenses				
5205310 · Copier Expense	90	786	1,500	(714) 52%
5205330 · Printing - Forms	0	300	300	0 100%

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

	Current	Year to Date	\$ Over (Under)			% of Budget Thru June 75% 100% 68%
			June 2017	'Oct - June 2017	Budget	
			110	399	400	
5205350 · Printing - Other					(1)	
Total 5205300 · Printing Expenses	200	1,485		2,200		(715)
5205400 · Utilities						
5205410 · Telephone	125	1,047		1,404		(357)
5205415 · Cellular Phone	99	976		1,350		(374)
5205417 · Internet - PD	160	1,282		2,409		(1,127)
5205420 · Wireless Cards	266	2,320		2,750		(430)
5205450 · Electricity	257	2,772		4,500		(1,728)
Total 5205400 · Utilities	906	8,397		12,413		(4,016)
5205500 · Repairs & Building Improvements						
5205520 · Repairs - Building	40	466		5,000		(4,534)
5205540 · Repairs- Machinery & Equipment	0	291		1,000		(709)
5205550 · Repairs - Vehicles	1,103	5,771		10,000		(4,229)
Total 5205500 · Repairs & Building Improvements	1,144	6,528		16,000		(9,472)
5205600 · Insurance						
5205610 · Insurance - Property	0	1,318		1,757		(439)
5205620 · Insurance - Liability	0	6,287		8,499		(2,212)
5205640 · Insurance - Vehicle	0	3,076		2,908		168
Total 5205600 · Insurance	0	10,681		13,164		(2,483)
5205700 · Other Expenses						
5205742 · Public Relations	0	219		519		(300)
5205752 · Employment Screening	0	366		1,550		(1,184)
5205765 · Miscellaneous	162	1,257		1,620		(363)
Total 5205700 · Other Expenses	162	1,843		3,689		(1,846)
5206400 · Minor Capital Outlay						

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

	Current	Year to Date	Budget	\$ Over (Under) Budget	% of Budget Thru June
	June 2017	'Oct - June 2017	Budget		
5206440 - Machinery & Equipment	0	5,380	9,200	(3,820)	58%
5206445 - Personal Protective Equipment	0	655	2,600	(1,945)	25%
5206450 - Vehicles	0	48,217	49,000	(783)	98%
Total 5206400 - Minor Capital Outlay	0	54,252	60,800	(6,548)	89%
5207400 - Capitalized Assets	0	0	22,000	(22,000)	0%
5207440 - Machinery and Equipment	0	0	22,000	(22,000)	0%
Total 20 - Police	72,340	619,748	855,589	(235,841)	72%
25 - Municipal Court					
5251100 - Salaries & Wages	1,267	6,335	7,020	(685)	90%
5251140 - Municipal Judge					
Total 5251100 - Salaries & Wages	1,267	6,335	7,020	(685)	90%
5251400 - Support Staff					
5251405 - Support Staff	4,003	26,688	33,676	(6,988)	79%
5251470 - Salary Increase	0	0	582		
5251480 - Merit Raises	0	0	1,011	(1,011)	0%
5251490 - Overtime	44	776	1,900	(1,124)	41%
Total 5251400 - Support Staff	4,047	27,464	37,169	(9,705)	74%
5252100 - Employee Benefits					
5252110 - Group Insurance	610	5,461	7,203	(1,742)	76%
5252135 - TMRS	394	2,592	3,304	(712)	78%
5252160 - Worker's Compensation	0	91	122	(31)	75%
5252170 - Payroll Taxes	156	883	1,085	(202)	81%
5252196 - Membership Dues	0	0	40	(40)	0%
Total 5252100 - Employee Benefits	1,160	9,027	11,754	(2,727)	77%
5252300 - Contractual Services					

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	June 2017	'Oct - June 2017	Budget	Budget
				Thru June 75%
5251420 · Jury Fees	36	72	200	(128) 36%
5251425 · City Prosecutor	0	5,316	6,000	(684) 89%
5252375 · Comptroller - Warrant Fees	23,751	71,522	95,543	(24,021) 75%
Total 5252300 · Contractual Services	23,787	76,910	101,743	(24,833) 76%
5252500 · Operating Services	0	0	75	(75) 0%
5252540 · Computer Maintenance	0	0	75	(75) 0%
Total 5252500 · Operating Services	0	0	75	(75) 0%
5253100 · General Supplies				
5253110 · Office Supplies	0	175	175	0 100%
5253140 · Uniforms	0	20	50	(30) 40%
Total 5253100 · General Supplies	0	195	225	(30) 87%
5254200 · Travel Expenses				
5254210 · Travel - Local	0	0	25	(25) 0%
5254220 · Professional Development	0	0	50	(50) 0%
Total 5254200 · Travel Expenses	0	0	75	(75) 0%
5255200 · Data Processing Expenses				
5255240 · Data Processing - SW Maint.	0	2,050	2,051	(1) 100%
Total 5255200 · Data Processing Expenses	0	2,050	2,051	(1) 100%
5255300 · Printing Expense				
5255350 · Printing - Other	0	524	800	(276) 66%
Total 5255300 · Printing Expense	0	524	800	(276) 66%
5255600 · Insurance				
5255620 · Insurance - Liability	0	144	192	(48) 75%
Total 5255600 · Insurance	0	144	192	(48) 75%

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	June 2017	'Oct - June 2017	Budget	Budget
				Thru June 75%
5255700 · Other Expenses				
5255765 · Miscellaneous	0	0	50	0%
5255768 · Collection Agency Fees	889	6,800	(50)	94%
5255772 · Warrant Fee - Omni	1,810	5,942	(460)	72%
Total 5255700 · Other Expenses	2,699	12,742	(2,320)	82%
Total 25 · Municipal Court	32,959	135,391	176,676	(41,285)
				77%
30 · Fire				
5301100 · Salaries & Wages				
5301125 · Fire Chief	4,518	30,120	38,018	79%
5301135 · Deputy Chief/Fire December shall	2,546	17,071	(7,898)	(4,353)
5301140 · Fire Captains	8,075	41,035	67,776	80%
5301150 · Officer in Charge & Holiday	1,176	11,103	12,648	61%
5301170 · Salary Increase	0	0	(1,545)	88%
5301180 · Merit Raises - Staff	0	0	1,520	0%
Total 5301100 · Salaries & Wages	16,315	99,329	(3,863)	0%
				68%
5301400 · Support Salaries				
5301440 · Firefighters	34,029	237,525	314,158	76%
5301470 · Salary Increase	0	0	4,500	(4,500)
5301480 · Merit Raises	0	0	7,897	(7,897)
5301485 · Volunteer Incentive Program	1,160	10,809	16,850	0%
Total 5301400 · Support Salaries	35,189	248,334	(6,041)	64%
				72%
5302100 · Employee Benefits				
5302135 · TMRS	891	4,531	5,831	78%
5302137 · Volunteer Retirement	0	144	(2,556)	5%
5302160 · Worker's Compensation	0	10,086	10,696	94%
5302170 · Payroll Taxes	3,411	22,859	(610)	71%
				(9,438)

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

	Current	Year to Date		\$ Over (Under)		% of Budget
	June 2017	'Oct - June 2017	Budget	Budget	Thru June	
5302196 · Membership Dues	0	1,628	2,200	(572)	75%	74%
Total 5302100 · Employee Benefits	4,102	39,248	53,724	(14,476)		73%
5302300 · Contractual Services						
5302310 · Consultant Fees	0	1,500	1,500	0	0	100%
5302380 · Dispatch	0	15,225	15,225	0	0	100%
5302385 · Emergency Transport Service	15,890	47,669	66,257	(18,588)		72%
Total 5302300 · Contractual Services	15,890	64,394	82,982	(18,588)		78%
5302500 · Operating Services						
5302510 · Maintenance Agreements	290	7,171	10,000	(2,829)		72%
5302570 · Warming System Maintenance	0	2,500	2,500	0	0	100%
5302580 · Generator Maintenance	0	1,379	2,120	(741)		65%
Total 5302500 · Operating Services	290	11,050	14,620	(3,570)		78%
5302600 · Special Expenses						
5302675 · National Night Out	0	299	500	(201)		60%
Total 5302600 · Special Expenses	0	299	500	(201)		60%
5303100 · General Supplies						
5303110 · Office Supplies	0	293	1,000	(707)		29%
5303140 · Uniforms	0	2,382	5,000	(2,618)		48%
5303160 · Medical Supplies	421	4,705	8,000	(3,295)		59%
5303165 · Medical Support	122	510	1,000	(490)		51%
5303170 · Evidence Gathering	0	704	800	(96)		88%
5303175 · Education Aids	0	2,445	2,445	(0)		100%
Total 5303100 · General Supplies	543	11,039	18,245	(7,206)		61%
5303400 · Maintenance Supplies & Parts						
5303410 · Supplies - Custodial	0	1,991	2,000	(9)		100%

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	June 2017	'Oct - June 2017	Budget	Budget
	0	0	420	(420)
53034200 · Maintenance Supplies & Parts	0	1,991	2,420	(429)
				82%
5304200 · Travel Expenses				
5304220 · Professional Development	42	4,511	7,605	(3,094)
5304270 · Vehicle Expenses	550	6,512	7,500	(988)
Total 53034200 · Travel Expenses	592	11,022	15,105	(4,083)
				73%
5305200 · Data Processing Expenses				
5305240 · Data Processing - Software	310	3,010	4,315	(1,305)
Total 5305200 · Data Processing Expenses	310	3,010	4,315	(1,305)
				70%
5305300 · Printing Expense				
5305310 · Copier Expense	246	2,379	3,100	(721)
5305330 · Printing - Forms	0	56	100	(44)
Total 5305300 · Printing Expense	246	2,435	3,200	(765)
				76%
5305400 · Utilities				
5305410 · Telephone	213	2,076	2,724	(648)
5305415 · Cellular Phone	124	1,090	1,532	(442)
5305417 · Internet - Fire Dept.	388	3,334	5,145	(1,811)
5305430 · Natural Gas	64	1,580	2,000	(420)
5305450 · Electricity	567	4,111	5,650	(1,539)
Total 5305400 · Utilities	1,355	12,190	17,051	(4,861)
				71%
5305500 · Repairs & Bldg Improvements				
5305520 · Repairs - Building	356	1,783	11,700	(9,917)
5305540 · Repairs - Machinery & Equipment	2,365	10,265	19,000	(8,735)
5305545 · Repairs - Apparatus	52	11,462	12,000	(538)
5305550 · Repairs - Vehicles	14	2,746	3,500	(754)
Total 5305500 · Repairs & Bldg Improvements	2,788	26,255	46,200	(19,945)
				57%

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	June 2017	'Oct - June 2017	Budget	Budget
5305600 · Insurance				
5305620 · Insurance - Liability	0	652	3,569	(2,917) (3,920)
5305640 · Insurance - Vehicle	0	8,209	12,129	18% 68%
Total 5305600 · Insurance	0	8,861	15,698	75%
5305700 · Other Expenses				
5305705 · Postage	0	16	50	(34) (120)
5305752 · Employment Screening	0	380	500	33% 76%
5305765 · Flags & Miscellaneous	0	0	100	0% (100)
Total 5305700 · Other Expenses	0	396	650	(254) 61%
5306400 · Minor Capital Outlay				
5306440 · Machinery & Equipment	0	5,006	10,300	(5,294) (15,530)
5306445 · Personal Protective Equipment	0	4,717	20,247	49% 23%
Total 5306400 · Minor Capital Outlay	0	9,723	30,547	(20,824) 32%
5307400 · Capitalized Assets				
5307450 · Vehicle	0	55,000	55,000	0 0
Total 5306400 · Minor Capital Outlay	0	55,000	55,000	100% 100%
Total 30 · Fire	77,620	604,578	848,911	(244,333) 71%
40 · Community Services				
5401100 · Salaries & Wages				
5401135 · ACO/Code Enforcement Officer	5,510	36,736	46,364	(9,628) (1,391) (3,888)
5401180 · Merit Raises - Staff	0	0	1,391	0% (1,391)
5401190 · Overtime	706	7,112	11,000	65% (3,888)
Total 5401100 · Salaries & Wages	6,216	43,848	58,755	(14,907) 75%
5402100 · Employee Benefits	400	3,540	7,291	(3,751) 49%
5402110 · Group Insurance				

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

	Current	Year to Date	Budget	\$ Over (Under)	\$ Over (Under)	% of Budget
	June 2017	'Oct - June 2017	Budget	Budget	Budget	Thru June 75%
5402135 · TMRS	612	4,180	5,262	(1,082)	(90)	79%
5402160 · Worker's Compensation	0	266	356	(90)	(114)	75%
5402170 · Payroll Taxes	96	688	802	(600)	(25)	86%
5402190 · License	0	25	625	(600)	(200)	4%
Total 5402100 · Employee Benefits	1,108	8,699	14,336	(5,637)	(5,637)	61%
5402300 · Contractual Services						
5402315 · Contract Building Inspections	4,541	33,058	46,500	(13,442)	(1,050)	71%
5402370 · Impound Fees	450	2,250	3,300	(1,492)	(60)	68%
Total 5402300 · Contractual Services	4,991	35,308	49,800	(1,492)	(100)	71%
5402600 · Special Expenses						
5402680 · Environmental Testing	0	161	1,300	(1,139)	(60)	12%
5402683 · Septic Tank Fee to State	0	40	100	(60)	(100)	40%
5402685 · Clean up Day	0	0	100	(100)	(232)	0%
Total 5402600 · Special Expenses	0	201	1,500	(1,299)	(267)	13%
5403100 · General Supplies						
5403110 · Office Supplies	0	50	50	0	(83)	100%
5403120 · Animal Care	0	68	150	(83)	(232)	45%
5403122 · Pet Supplies	0	368	600	(232)	(267)	61%
5403140 · Uniforms	0	333	600	(267)	(555)	55%
Total 5403100 · General Supplies	0	818	1,400	(582)	(582)	58%
5403400 · Maintenance Supplies & Parts						
5403460 · Miscellaneous	0	0	200	200	(200)	0%
Total 5403400 · Maintenance Supplies & Parts	0	0	200	(200)	(200)	0%
5404200 · Travel Expenses						
5404210 · Travel - Local	0	0	25	(25)	(25)	0%
5404220 · Professional Development	0	0	200	(200)	(200)	0%

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

	Current	Year to Date		\$ Over (Under)	% of Budget
	June 2017	'Oct - June 2017	Budget	Budget	Thru June
5404270 - Vehicle Expenses					
Total 5404200 - Travel Expenses	76	903	3,000	(2,097)	30%
5405300 - Printing Expense					
5405330 - Printing - Forms	0	159	400	(241)	40%
Total 5405300 - Printing Expense	0	159	400	(241)	40%
5405400 - Utilities					
5405415 - Cellular Phone	74	687	1,074	(387)	64%
Total 5405400 - Utilities	74	687	1,074	(387)	64%
5405600 - Insurance					
5405610 - Insurance - Property	0	6	9	(3)	72%
5405620 - Insurance - Liability	0	97	130	(33)	75%
5405640 - Insurance - Vehicle	0	184	245	(61)	75%
Total 5405600 - Insurance	0	287	384	(97)	75%
5405700 - Other Expenses					
5405765 - Miscellaneous	0	0	100	(100)	0%
Total 5405700 - Other Expenses	0	0	100	(100)	0%
5406400 - Minor Capital Outlay					
5406440 - Machinery & Equipment	93	645	1,000	(355)	65%
Total 5406400 - Minor Capital Outlay	93	645	1,000	(355)	65%
Total 40 - Community Services	12,558	91,556	132,174	(40,618)	69%
45 - Solid Waste					
5455400 - Utilities					
5455465 - Solid waste Pickup (Garbage)	18,369	163,085	226,110	(63,025)	72%
Total 5455400 - Utilities	18,369	163,085	226,110	(63,025)	72%

City of Ovillia General Fund
Actual vs Budget Review
FY October 2016 through September 2017

	Current	Year to Date	\$ Over (Under)	% of Budget
	June 2017	'Oct - June 2017	Budget	Budget
Total 45 - Solid Waste	18,369	163,085	226,110	(63,025) 72%
 50 - Streets				
5501400 - Support Staff	3,132	18,966	23,400	(4,434) 81%
5501415 - Maintenance Crew	0	0	2,080	(2,080) 0%
5501470 - Salary Increase	0	0	765	(765) 0%
5501480 - Merit Raises	147	793	1,500	(707) 53%
5501490 - Overtime	100	300	600	(300) 50%
5501500 - Streets - On Call	3,379	20,059	28,345	(8,286) 71%
 Total 5501400 - Support Staff	983	8,855	12,018	(3,163) 74%
 5502100 - Employee Benefits				
5502110 - Group Insurance	605	5,318	7,146	(1,828) 74%
5502135 - TMRS	329	1,907	2,642	(735) 72%
5502160 - Worker's Compensation	0	1,278	1,705	(427) 75%
5502170 - Payroll Taxes	49	290	403	(113) 72%
5502190 - License	0	61	122	(61) 50%
Total 5502100 - Employee Benefits	983	8,855	12,018	(3,163) 74%
 5502200 - Special Services				
5502280 - NCTCOG- SWMP Fees	0	0	3,360	(3,360) 0%
Total 5502200 - Special Services	0	0	3,360	(3,360) 0%
 5502600 - Special Expenses				
5502620 - Emergency Clean Up	0	0	1,000	(1,000) 0%
Total 5502600 - Special Expenses	0	0	1,000	(1,000) 0%
 5503100 - General Supplies				
5503110 - Office Supplies	0	0	100	(100) 0%

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

	Current	Year to Date		\$ Over (Under)	% of Budget
	June 2017	'Oct - June 2017	Budget	Budget	Thru June
5503140 · Uniforms	0	193	600	(407)	32%
Total 5503100 · General Supplies	0	193	700	(507)	28%
 5503400 · Maintenance Supplies & Parts					
5503405 · Drainage Maintenance	0	0	500	(500)	0%
5503420 · Supplies - Street Signs	0	2,871	5,000	(2,129)	57%
5503460 · Miscellaneous	0	245	300	(55)	82%
Total 5503400 · Maintenance Supplies & Parts	0	3,116	5,800	(2,684)	54%
 5504200 · Travel Expenses					
5504220 · Professional Development	0	0	500	(500)	0%
5504270 · Vehicle Expenses	482	2,901	5,500	(2,599)	53%
Total 5504200 · Travel Expenses	482	2,901	6,000	(3,099)	48%
 5505300 · Printing Expense					
5505350 · Printing - Other	0	0	350	(350)	0%
Total 5505300 · Printing Expense	0	0	350	(350)	0%
 5505400 · Utilities					
5505450 · Electricity	3,997	35,747	47,000	(11,253)	76%
Total 5505400 · Utilities	3,997	35,747	47,000	(11,253)	76%
 5505500 · Repairs & Bldg Improvements					
5405520 · Repairs - Building	0	0	500	(500)	0%
5505540 · Repairs - Machinery & Equipment	446	2,898	3,000	(102)	97%
5505550 · Repairs - Vehicles	230	1,229	2,500	(1,271)	49%
5505560 · Repairs -Street Maint.& Repairs	0	13,624	29,750	(16,126)	46%
5505565 · Repairs - Infrastructure Drainage	0	500	3,000	(2,500)	17%
5505575 · Repairs - 50/50 Sidewalk Program	0	0	2,500	(2,500)	0%
5505590 · Repairs - Other	50	146	1,500	(1,354)	10%

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	June 2017	'Oct - June 2017	Budget	Budget
				Thru June 75%
Total 5505500 · Repairs & Bldg Improvements	726	18,397	42,750	(24,353)
5505600 · Insurance	0	520	694	(174)
5505620 · Insurance - Liability	0	2,415	3,221	(806)
5505640 · Insurance - Vehicle	0	2,935	3,915	(980)
Total 5505600 · Insurance	0	2,935	3,915	75%
5505700 · Other Expenses	0	106	150	(44)
5505752 · Employment Screening	0	106	150	(44)
Total 5505700 · Other Expenses	0	106	150	71%
5506400 · Minor Capital Outlay				
5506440 · Machinery & Equipment	17,750	20,567	20,750	(183)
5506445 · Personal Protective Equipment	0	0	300	(300)
5506490 · Other	0	500	500	0
Total 5506400 · Minor Capital Outlay	17,750	21,067	21,550	(483)
5507400 · Capitalized Assets				
5507440 · Machinery & Equipment	0	10,000	56,000	(46,000)
5507460 · Infrastructure	0	236,439	486,600	(250,161)
Total 5507400 · Capitalized Assets	0	246,439	542,600	(296,161)
60 · Parks				
Total 50 · Streets	27,317	359,814	715,538	(355,724)
5602400 · Rentals				
5602490 · Rental - Other	210	2,096	3,000	(904)
Total 5602400 · Rentals	210	2,096	3,000	(904)
5602500 · Operating Services				
				70%

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	June 2017	'Oct - June 2017	Budget	Thru June 75%
5602530 - Custodial Service Contract	0	0	1,200	(1,200) 0%
Total 5602500 - Operating Services	0	0	1,200	(1,200) 0%
5602600 - Special Expenses				
5602680 - Heritage Day	0	509	14,300	(13,791) 4%
5602690 - Special Events	0	2,762	4,500	(1,738) 61%
Total 5602600 - Special Expenses	0	3,272	18,800	(15,528) 177%
5603400 - Maintenance Supplies & Parts				
5303410 - Supplies - Custodial	0	0	100	(100) 0%
5603460 - Miscellaneous	0	139	300	(161) 46%
Total 5603400 - Maintenance Supplies & Parts	0	139	400	(261) 35%
5605400 - Utilities				
5605450 - Electricity	671	6,323	8,300	(1,977) 76%
Total 5605400 - Utilities	671	6,323	8,300	(1,977) 76%
5605500 - Repairs & Bldg Improvements				
5605520 - Repairs - Building	0	1,896	2,500	(604) 76%
5605530 - REPAIRS-IMP OTHER THAN BLDGS	35	521	1,000	(479) 52%
Total 5605500 - Repairs & Bldg Improvements	35	2,417	3,500	(1,083) 69%
5605600 - Insurance				
5605610 - Insurance - Property	0	91	122	(31) 75%
5605620 - Insurance - Liability	0	220	284	(74) 75%
5605640 - Insurance - Vehicle	0	155	207	(52) 75%
Total 5605600 - Insurance	0	466	623	(157) 75%
5605700 - Other Expenses				

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

	Current	Year to Date		\$ Over (Under)	% of Budget
	June 2017	'Oct - June 2017	Budget	Budget	Thru June
5605765 · Miscellaneous	0	500	500	0	75%
Total 5605700 · Other Expenses	0	500	500	0	100%
5606400 · Minor Capital Outlay					
5606410 · Land Improvements	0	458	800	(342)	57%
5606440 · Machinery & Equipment	0	890	14,714	(13,824)	6%
Total 5606400 · Minor Capital Outlay	0	1,347	15,514	(14,167)	9%
5607400 · Capitalized Assets					
5607410 - 4B EDC Restroom Land Improvements	0	74,935	75,000	(65)	100%
5607415 - 4B EDC Monument Signs	0	0	30,000	(30,000)	0%
5607440 · Machinery & Equipment	0	308	6,000	(5,692)	5%
Total 5607400 · Capitalized Assets	0	75,243	111,000	(35,757)	68%
Total 60 · Parks	916	91,803	162,837	(71,034)	56%
Total Expenditures	285,740	2,459,247	3,788,740	(1,329,493)	65%
Net Change in Fund Balance	-25,638	303,570	0	303,570	100%

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

	Current	Year to Date	Budget	\$ Over	% of Budget
				(Under)	Thru June
June 2017	Oct - June 2017	Budget	Budget	75%	
Resources					
4000400 · Charges for Services					
4000460 · Water Sales	59,723	524,938	959,305	(434,367)	55%
4000461 · Sewer Service	32,545	272,006	396,500	(124,494)	69%
4000465 · Water & Sewer Penalties	1,297	11,158	18,000	(6,842)	62%
4000471 · Reconnect Fees	125	2,848	5,400	(2,552)	53%
4000472 · Meters	0	3,025	3,700	(675)	82%
4000473 · Connect Fees	275	2,068	4,400	(2,332)	47%
4000478 · Infrastructure Improvement Fee	5,432	48,887	66,550	(17,663)	73%
4000480 · Solid Waste Fees (Garbage)	0	0	0	0	0%
Total 4000400 · Charges for Services	99,397	864,931	1,453,855	(588,924)	59%
4000800 · Other Revenue					
4000880 · Capital Rec Fee	2,500	20,000	81,250	(61,250)	25%
4000840 · Interest Earned	250	1,967	2,900	(933)	68%
4000890 · Misc Other Revenue	0	98,479	0	98,479	100%
Total 4000880 · Other Revenue	2,750	120,446	84,150	36,296	143%
Total Resources	102,147	985,377	1,538,005	(552,628)	64%
Expense					
70 · Administration					
5701100 · Salaries & Wages					
5701110 · City Administrator	5,635	16,987	22,042	(5,055)	77%
5701115 · City Secretary	3,971	11,346	13,658	(2,312)	83%
5701117 · Finance Accountant	3,530	10,087	12,731	(2,644)	79%
5701120 · Admin. Support	2,426	6,932	7,660	(728)	90%
5701130 · Public Works Director	6,660	44,401	53,960	(9,559)	82%
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	22,223	89,752	117,300	(27,548)	77%

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	June 2017	Oct - June 2017	Budget	Thru June
5702100 · Employee Benefits				
5702110 · Group Insurance	623	5,554	7,358 (1,804)	75%
5702135 · TMRS	655	4,235	5,497 (1,262)	77%
5702170 · Payroll Taxes	96	639	837 (198)	76%
Total 5702100 · Employee Benefits	1,374	10,427	13,692 (3,265)	76%
5702200 · Special Services				
5702240 · Audit	0	7,400	7,400 (0)	100%
5702250 · Accounting	0	1,265	1,265 (0)	100%
Total 5702200 · Special Services	0	8,665	8,665 (0)	100%
5702300 · Contractual Services /Personnel				
5702310 · Consultant Fees	0	1,684	2,735 (1,051)	62%
Total 5702300 · Contractual Services /Personnel	0	1,684	2,735 (1,051)	62%
5703100 · General Supplies				
5703110 · Office Supplies	0	374	800 (426)	47%
Total 5703100 · General Supplies	0	374	800 (426)	47%
5703400 · Maintenance Supplies / Parts				
5703410 · Supplies - Custodial	0	0	200 (200)	0%
Total 5703400 · Maintenance Supplies / Parts	0	0	200 (200)	0%
5704200 · Travel Expenses				
5704210 · Travel - Local	0	5	200 (195)	2%
5704220 · Professional Development	0	330	750 (420)	44%
Total 5704200 · Travel Expenses	0	335	950 (615)	35%
5705200 · Data Processing Expenses				
5705230 · Data Processing - Maintenance & Repair	100	1,271	1,300 (29)	98%

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

	Current	Year to Date	\$ Over (Under)	% of Budget Thru June
	June 2017	Oct - June 2017	Budget	75%
Total 5705200 - Data Processing Expenses	100	1,271	1,300	(29) 98%
5705300 - Printing Expense	0	0	250	(250) 0%
Total 5705300 - Printing Expense	0	0	250	(250) 0%
5705400 - Utilities				
5705410 - Telephone	112	1,009	1,404	(395) 72%
5705415 - Cellular Phone	113	1,017	1,690	(673) 60%
5705417 - Internet	160	1,282	2,409	(1,127) 53%
Total 5705400 - Utilities	385	3,308	5,503	(2,195) 60%
5705700 - Other Expenses				
5705705 - Postage	837	5,062	8,000	(2,938) 63%
5705740 - Advertising	0	0	100	(100) 0%
5705760 - Bank Service Charge	1	160	200	(40) 80%
5705765 - Miscellaneous	0	0	100	(100) 0%
Total 5705700 - Other Expenses	838	5,223	8,400	(3,177) 62%
5706400 - Minor Capital Outlay				
5706440 - Machinery & Equipment	0	0	500	(500) 0%
Total 5706400 - Minor Capital Outlay	0	0	500	(500) 0%
5709000 - Reserve				
5708215 - Admin. Exp. to General Fund	8,197	24,591	32,788	(8,197) 75%
5709002 - Capital Improv. / Water/Sewer Reserve	0	0	56,000	(56,000) 0%
5709010 - Administrative Reserves	0	0	4,068	(4,068) 0%
Total 5709000 - Reserve	8,197	24,591	92,856	(68,265) 26%
Total 70 - Administration	33,117			
		145,630	253,151	(107,521) 58%

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	June 2017	Oct - June 2017	Budget	Thru June 75%
75 - Water				
5751100 - Salaries & Wages				
5751133 - Superintendent	5,266	35,104	43,260	(8,156) 81%
5751170 - Salary Increase	0	0	1,040	(1,040) 0%
5751180 - Merit Raises - Staff	0	0	1,329	(1,329) 0%
5751190 - Overtime	66	1,514	2,000	(486) 76%
Total 5751100 - Salaries & Wages	5,331	36,618	47,629	(11,011) 77%
5751400 - Support Salaries				
5751405 - Support Staff	3,511	29,159	50,264	(21,105) 58%
5751415 - Maintenance Crew	9,306	47,876	71,752	(23,876) 67%
5751450 - Certification Pay	138	923	1,200	(277) 77%
5751470 - Salary Increase	0	0	5,159	(5,159) 0%
5751480 - Merit Raises	0	0	3,522	(3,522) 0%
5751490 - Overtime	330	2,980	4,000	(1,020) 74%
5751500 - Water - On Call	150	1,250	1,550	(300) 81%
Total 5751400 - Support Salaries	13,435	82,189	137,447	(55,258) 60%
5752100 - Employee Benefits				
5752110 - Group Insurance	2,591	20,627	43,175	(22,548) 48%
5752135 - TMRS	2,256	12,160	19,846	(7,686) 61%
5752160 - Worker's Compensation	0	6,190	8,200	(2,010) 75%
5752170 - Payroll Taxes	342	1,893	3,021	(1,128) 63%
5752190 - Licenses	0	111	222	(111) 50%
Total 5752100 - Employee Benefits	5,188	40,981	74,464	(33,483) 55%
5752300 - Contractual Services/Personnel				
5752350 - Contract Labor - Company	0	1,000	1,500	(500) 67%
5752380 - Dispatch	0	13,050	13,050	0 100%
Total 5752300 - Contractual Services/Personnel	0	14,050	14,550	(500) 97%

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	June 2017	Oct - June 2017	Budget	Thru June 75%
5752400 · Rentals	0	0	250	(250) 0%
5752420 · Rental - Machinery & Equipment	0	0	250	(250) 0%
Total 5752400 · Rentals	0	0	250	(250) 0%
5752500 · Operating Services	67	1,246	4,000	(2,754) 31%
5752580 · Water Testing	0	3,240	3,500	(251) 93%
Total 5752500 · Operating Services	67	4,495	7,500	(3,005) 60%
5753100 · General Supplies	0	1,611	1,700	(89) 95%
5753140 · Uniforms	0	1,611	1,700	(89) 95%
Total 5753100 · General Supplies	0	289	500	(211) 58%
5753400 · Maintenance Supplies & Parts	0	289	500	(211) 58%
5753460 · Miscellaneous	0	289	500	(211) 58%
Total 5753400 · Maintenance Supplies & Parts	0	289	500	(211) 58%
5754200 · Travel Expenses	0	143	720	(577) 20%
5754220 · Professional Development	703	3,861	8,500	(4,639) 45%
Total 5754200 · Travel Expenses	703	4,005	9,220	(5,215) 43%
5755200 · Data Processing Expenses	0	3,700	3,700	0 100%
5755240 · Data Processing - Software	0	3,700	3,700	0 100%
Total 5755200 · Data Processing Expenses	0	3,700	3,700	0 100%
5755300 · Printing Expenses	267	2,505	3,000	(495) 84%
5755310 · Copier Expense	1,213	2,474	2,500	(26) 99%
Total 5755300 · Printing Expenses	1,481	4,979	5,500	(521) 91%

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

	June 2017	Oct - June 2017	Budget	\$ Over (Under)	% of Budget
	Current	Year to Date		Budget	Thru June
5755400 · Utilities					
5755415 · Cellular Phone	16	191	300	(109)	64%
5755450 · Electricity	1,734	18,988	27,000	(8,012)	70%
5755460 · Water, wholesale	33,657	243,039	425,062	(182,023)	57%
Total 5755400 · Utilities	35,406	262,219	452,362	(190,143)	58%
5755500 · Repairs & Building Improvements					
5755540 · Repairs- Machinery & Equipment	3,901	4,957	5,000	(43)	99%
5755550 · Repairs - Vehicles	6	2,160	2,500	(340)	86%
5755570 · Inventory Expense	316	7,021	10,300	(3,279)	68%
5755580 · Water Chemical Expense	1,406	8,219	10,000	(1,781)	82%
5755590 · Repairs - Other	600	1,900	2,800	(900)	68%
Total 5755500 · Repairs & Building Improvements	6,229	24,257	30,600	(6,343)	79%
5755600 · Insurance					
5755610 · Insurance - Property	0	2,136	2,848	(712)	75%
5755620 · Insurance - Liability	0	727	970	(243)	75%
5755640 · Insurance - Vehicle	0	1,728	2,304	(576)	75%
Total 5755600 · Insurance	0	4,591	6,122	(1,531)	75%
5755700 · Other Expenses					
5755752 · Employment Screening	0	177	180	(3)	99%
Total 5755700 · Other Expenses	0	177	180	(3)	99%
5756400 · Minor Capital Outlay					
5756440 · Machinery & Equipment	0	890	1,000	(110)	89%
5756490 · Other	0	290	500	(210)	58%
Total 5756400 · Minor Capital Outlay	0	1,180	1,500	(320)	79%
5757400 · Capitalized Assets					

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

	Current	Year to Date	Budget	\$ Over (Under)	% of Budget Thru June
	June 2017	Oct - June 2017	Budget	Budget	75%
5757440 · Machinery & Equipment	0	12,845	13,000	(155)	99%
5757470 · Infrastructure - Water	2,855	7,622	7,700	(78)	99%
5757475 - FM 664 Relocate Waterline	1,277	10,790	12,214	(1,424)	88%
Total 5757400 · Capitalized Assets	4,132	31,257	32,914	(1,657)	95%
5757900 · Long-Term Debt					
5758225 · Admin. Expense to Debt Fund	14,812	44,436	54,127	(9,691)	82%
Total 5757900 · Long-Term Debt	14,812	44,436	54,127	(9,691)	82%
80 · Water					
86,784	561,033	880,265	(319,232)		64%
Total 75 · Water	86,784	561,033	880,265	(319,232)	64%
80 · Sewer					
5801400 · Support Salaries					
5801405 · Support Staff	4,484	10,280	16,754	(6,474)	61%
5801415 · Maintenance Crew	4,325	28,832	34,278	(5,446)	84%
5801450 · Certification Pay	138	923	1,210	(287)	76%
5801470 · Salary Increase	0	0	2,122	(2,122)	0%
5801480 · Merit Raises	0	0	1,408	(1,408)	0%
5801490 · Overtime	176	1,581	3,000	(1,419)	53%
5801500 · Sewer - On Call	50	450	600	(150)	75%
Total 5801400 · Support Salaries	9,173	42,066	59,372	(17,306)	71%
5802100 · Employee Benefits					
5802110 · Group Insurance	612	5,441	7,221	(1,780)	75%
5802135 · TMRS	450	2,956	3,856	(900)	77%
5802160 · Worker's Compensation-Sewer	0	1,060	1,367	(307)	78%
5802170 · Payroll Taxes	66	448	588	(140)	76%
5802190 · Licenses	0	0	150	(150)	0%
Total 5802100 · Employee Benefits	1,127	9,904	13,182	(3,278)	75%
5802300 · Contractual Services/Personnel					

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

	Current	Year to Date	\$ Over (Under)	Budget	\$ Over (Under)	Budget	% of Budget
	June 2017	Oct - June 2017		Budget		Budget	
	0	0		10,000		(10,000)	0%
5802350 · Contract Labor - Company							
Total 5802300 · Contractual Services/Personnel	0	0		10,000		(10,000)	0%
5802500 · Operating Services							
5802515 · Sardis Collection Expense	744	6,984	9,054	(2,070)			77%
5802550 · TCEQ Fees - Sewer	0	0	100	(100)			0%
Total 5802500 · Operating Services	744	6,984	9,154	(2,170)			76%
5803100 · General Supplies							
5803140 · Uniforms	0	1,036	1,200	(164)			86%
Total 5803100 · General Supplies	0	1,036	1,200	(164)			86%
5803400 · Maintenance Supplies & Parts							
5803460 · Miscellaneous	0	310	500	(190)			62%
Total 5803400 · Maintenance Supplies & Parts	0	310	500	(190)			62%
5804200 · Travel Expenses							
5804220 · Professional Development	0	457	500	(43)			91%
5804270 · Vehicle Expense	0	1,133	1,200	(67)			94%
Total 5804200 · Travel Expenses	0	1,590	1,700	(110)			94%
5805400 · Utilities							
5805450 · Electricity	155	1,357	3,000	(1,643)			45%
5805463 · TRA Wastewater Treatment	23,830	213,207	285,955	(72,748)			75%
Total 5805400 · Utilities	23,985	214,564	288,955	(74,391)			74%
5805500 · Repairs & Bldg Improvements							
5805510 · Repairs - Land Improvements	0	0	300	(300)			0%
5805540 · Repairs - Machinery & Equipment	0	2,619	6,000	(3,381)			44%
5805570 · Inventory Expense	305	2,112	3,000	(888)			70%
5805590 · Repairs - Other	0	44	600	(556)			7%
Total 5805500 · Repairs & Bldg Improvements	305	4,775	9,900	(5,125)			48%

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	June 2017	Oct - June 2017	Budget	Thru June 75%
5805600 · Insurance				
5805610 · Insurance - Property	0	44	60	(16) 74%
5805620 · Insurance - Liability	0	223	224	(1) 100%
5805640 · Insurance - Vehicle	0	107	142	(35) 75%
Total 5805600 · Insurance	0	375	426	(51) 88%
 5805700 · Other Expenses				
5805752 · Employment Screening	0	126	200	(74) 63%
Total 5805700 · Other Expenses	0	126	200	(74) 63%
 5807400 · Capitalized Assets				
5807440 · Machinery & Equipment	0	9,935	10,000	(65) 99%
Total 5807400 · Capitalized Assets	0	9,935	10,000	(65) 99%
 Total 80 · Sewer	35,334	291,665	404,589	(112,924) 72%
 Total Expense	155,235	998,328	1,538,005	(539,677) 65%
 Net Change in Fund Balance	(53,087)	(12,951)	0	(12,951) 100%

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

	June 2017	Oct - June 2017	Budget	\$ Over (Under)	% of Budget
	Current	Year to Date	Budget	Budget	Thru June 75%
Revenues					
4000100 · Taxes					
4000107 · Ad Valorem, Current I & S	3,869	499,823	486,807	13,016	103%
4000106 · Ad Valorem, Current I&S New and Imp	-	-	24,420	(24,420)	0%
4000111 · Ad Valorem, Delinquent I & S	89	4,226	3,920	306	108%
4000114 · Interest/Penalties - I & S	361	1,958	1,201	757	163%
Total 4000100 · Taxes	4,319	506,007	516,348	(10,341)	98%
4000800 · Other Revenue					
4000840 · Interest Earned	140	657	550	107	119%
4000930 · Admin.Rev.Rec.Fr Water & Sewer	14,812	44,436	54,127	(9,691)	82%
Total 4000800 · Other Revenue	14,952	45,093	54,677	(9,584)	82%
Total Revenues	19,271	551,100	571,025	(19,925)	97%
Expenditures					
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	-	97,763	195,525	(97,763)	50%
Total 5157900 · Long-Term Debt	-	97,763	571,025	(473,263)	17%
Total Expenditures	-	97,763	571,025	(473,263)	17%
Net Change in Fund Balance	19,271	453,337	-	453,337	100%

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	June 2017	Oct - June 2017	Budget	Budget
Revenues				
40008000 - Other Revenue				
4000840 - Texpool	0	1		5
4000845 - Interest Earned - Texstar	1	6		649%
4000850 - Interest Earned - Prosperity	38	245	260	94%
4000990 - Reduction In Fund Balance	0	0	50,000	0%
Total 4000800 - Other Revenue	39	251	50,261	1%
Total Revenues	39	251	50,261	(50,010)
Expense				
5879000 - Reserves				
5879010 - Admin Reserves	0	0	261	(261)
Total 5879000 - Reserves	0	0	261	0%
5857400 - Capitalized Assets				
5857470 - Water Line	0	0	50,000	0%
Total 5857400 - Capitalized Assets	0	0	50,000	0%
Total Expense	0	0	50,261	(50,261)
Change in Net Position	39	251	0	251
				100%

Ovilla Park Impact Fund
Actual vs Budget Review

FY October 2016 through September 2017

	Current	Year to Date	\$ Over (Under)	% of Budget
	June 2017	'Oct - June 2017	Budget	Thru June 75%
Revenues				
4000400 · Charges for Services				
4000460 · Park Impact	669	5,018	13,381	(8,363) 37%
Total 4000400 · Charges for Services	669	5,018	13,381	(8,363) 37%
4000800 · Other Revenue				
4000840 · Interest Earned	18	144	142	2 101%
Total 4000800 · Other Revenue	18	144	142	2 101%
Total Revenues	687	5,162	13,523	(8,361) 38%
Expenditures				
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%
Total Expenditures	0	0	13,523	(13,523) 0%
Net Change in Fund Balance	687	5,162	0	5,162 100%

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	June 2017	'Oct - June 2017	Budget	Thru June 75%
Revenues				
4000400 · Charges for Services	0	0	3,100	(3,100) 0%
4000476 - Water Impact Fee	3,590	20,390	56,000	(35,610) 36%
4000477 - Sewer Impact Fee				
Total 4000400 · Charges for Services	3,590	20,390	59,100	(38,710) 35%
4000800 · Other Revenue				
4000840 · Interest Earned	50	251	230	21 109%
4000880 - Transfer In - Water Impact	0	0	50,000	(50,000) 0%
Total 4000800 · Other Revenue	50	251	50,230	(49,979) 0%
Total Revenues	3,640	20,641	109,330	(88,689) 19%
Expense				
5102300 - Contractual Services				
5102310 - Consultant Fees	1,180	11,800	11,800	0 100%
Total 5102300 - Contractual Services	1,180	11,800	11,800	0 100%
5857400 - Capitalized Assets				
5857470 - Water Lines	1,098	25,220	50,000	(24,780) 50%
Total 5857400 - Capitalized Assets	1,098	25,220	50,000	(24,780) 50%
5859000 - Reserves				
5859030 - Sewer Impact Fees Reserve	0	0	47,530	(47,530) 0%
Total 5859000 - Reserves	0	0	47,530	(47,530) 0%
Total Expense	2,278	37,020	109,330	(72,310) 34%
Change in Net Position	1,362	(16,379)	0	(16,379) 100%

Ovilla 4B Economic Development Corporation

Actual vs Budget Review

FY October 2016 through September 2017

	Current	Year to Date	\$ Over (Under)	% of Budget
	Jun-17	'Oct - June 2017	Budget	Thru June 75%
Revenues				
4000100 · Taxes				
4000120 · Sales tax	7,269	74,354	98,307	(23,953) 76%
Total 4000100 · Taxes	7,269	74,354	98,307	(23,953) 76%
4000800 · Other Revenue				
4000840 · Interest Income	165	1,485	1,340	145 111%
4000990 · Reduction in Fund Balance	0	0	115,000	(115,000) 0%
Total 4000800 · Other Revenue	165	1,485	116,340	(114,855) 1%
Total Revenues	7,434	75,839	214,647	(138,808) 35%
Expenditures				
8102200 · Special Services				
8102230 · Legal Fees	0	0	500	(500) 0%
8102240 · Audit	0	1,600	1,600	0 100%
Total 8102200 · Special Services	0	1,600	2,100	(500) 76%
8102300 · Consultant Services				
8102310 · Consultant Fees	0	10,000	10,000	0 100%
Total 8102300 · Consultant Services	0	10,000	10,000	0 100%
8103100 · General Supplies				
8103110 · Office Supplies	0	0	100	(100) 0%
Total 8103100 · General Supplies	0	0	100	(100) 0%
8104200 · Travel Expense				
8104210 · Travel Expense	0	0	1,000	(1,000) 0%
8104220 · Professional Development	0	500	2,300	(1,800) 22%
Total 8104200 · Travel Expense	0	500	3,300	(2,800) 15%

Ovilla 4B Economic Development Corporation

Actual vs Budget Review

FY October 2016 through September 2017

	Current	Year to Date	\$ Over (Under)	% of Budget
	Jun-17	'Oct - June 2017	Budget	Thru June 75%
8105300 . - Printing	0	0	300	(300)
8105320 · Printing Expense				0%
Total 8105300 . - Printing	0	0	300	(300)
8105600 · Insurance	0	110	147	(37)
8105620 · Insurance - Liability				75%
Total 8105600 · Insurance	0	110	147	(37)
8105700 · Other Expenses	0	0	100	(100)
8105705 · Postage				0%
8105730 · Memberships	0	3,350	3,350	0
8105740 · Advertising	0	429	5,300	(4,871)
Total 8105700 · Other Expenses	0	3,779	8,750	(4,971)
816400 - Minor Capital Outlay	0	0	75,000	(75,000)
8106420 - Buildings				0%
8107490 - Other Signs				0%
Total 8106400 - Minor Capital Outlay	0	0	105,000	(105,000)
8109000 · Reserves				0%
8109015 · Administrative Reserves	74,987	74,987	82,450	(7,463)
8109215 · Admin. Expense to General Fund	625	1,875	2,500	(625)
Total 8109000 · Reserves	75,612	76,862	84,950	(8,088)
Total Expenditures	75,612	92,851	214,647	(121,796)
Net Change in Fund Balance	(68,178)	(17,012)	0	(17,012)
				100%

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

	Current	Year to Date	\$ Over (Under)	% of Budget Thru June
	June 2017	'Oct - June 2017	Budget	Budget 75%
Revenues				
4000100 · Taxes				
4000120 · Sales tax	3,922	37,377	41,515	(4,138)
Total 4000100 · Taxes	3,922	37,377	41,515	(4,138)
4000800 · Other Revenue				
4000840 · Interest Income	66	506	476	30
Total 4000800 · Other Revenue	66	506	476	30
Total Revenues	3,987	37,883	41,991	(4,108)
Expenditures				
9102200 · Special Services				
9102240 · Audit	0	1,600	1,600	0
Total 9102200 · Special Services	0	1,600	1,600	0
9103100 · General Supplies				
9103110 · Office Supplies	0	0	100	(100)
Total 9103100 · General Supplies	0	0	100	(100)
9105600 · Insurance				
9105620 · Insurance - Liability	0	110	147	(37)
Total 9105600 · Insurance	0	110	147	(37)
9109000 · Reserves				
9109015 · Administrative Reserves	0	0	39,644	(39,644)
9109215 · Admin. Expense to General Fund	125	375	500	(125)
Total 9109000 · Reserves	125	375	40,144	(39,769)
Total Expenditures	125	2,085	41,991	(39,906)
Net Change in Fund Balance	3,862	35,798	0	35,798
				5% 100%

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

	Current	Year to Date	\$ Over (Under) Budget	% of Budget Thru June 75%
	June 2017	'Oct - June 2017	Budget	
Revenues				
4000991 · Insurance Contributions				
4000991 Insurance Contributions	31,458	145,663	0	145,663
Total 4000991 · Insurance Contributions	<u>31,458</u>	<u>145,663</u>	<u>0</u>	<u>145,663</u>
4000800 - Other Income				
4000840 - Interest Income	1	7	0	7
Total Revenues	31,459	145,670	0	145,670
Expenditures				
5902110 · Benefit Premiums				
5902110 · Benefit Premiums	31,228	145,433	0	145,433
Total 5902110 · Insurance	<u>31,228</u>	<u>145,433</u>	<u>0</u>	<u>145,433</u>
Total Expenditures	31,228	145,433	0	145,433
Net Change in Fund Balance	<u>231</u>	<u>237</u>	<u>0</u>	<u>237</u>
				100%

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	June 2017	June 2017	Budget	Thru June 75%
Revenues				
4000800 · Other Revenue	0	0	0	0%
4000815 · Gifts	0	0	0	0%
Total 4000800 · Other Revenue	0	0	0	0%
Total Revenues	0	0	0	0%
Expenditures				
5333400 · Maintenance Supplies and Parts	0	0	0	0%
5333460 · Supplies - Miscellaneous	0	0	0	0%
Total 5333400 · Maintenance Supplies and Parts	0	0	0	0%
Total Expenditures	0	0	0	0%
Net Change in Fund Balance	0	0	0	0%

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

	Current	Year to Date		\$ Over (Under)	% of Budget
	June 2017	'Oct - June 2017	Budget	\$ Over Budget	Thru June 75%
Revenues					
40008000 - Other Revenue					
4000815 - Gifts	965	1887	0	1887	100.0%
Total 40008000 - Other Revenue	965	1887	0	1887	100.0%
Total Revenues	965	1887	0	1887	100.0%
Expenditures					
5232600 - Special Expenses					
5232690 - Special Expenses - Other	1786	2058	0	2058	100.0%
Total 5232600 - Special Expenses	1786	2058	0	2058	100.0%
Total Expenditures	1786	2058	0	2058	100.0%
Net Income	(821)	(171)	0	(171)	100%

Name	Account #	Previous Balance	NEW BALANCE	As Of
<u>Debt Fund</u>	*0291	491,038.73	494,212.97	8/10/2017
<u>General Fund Reserve</u>	608	56,097.99	56,167.92	8/10/2017
<u>GF Reserve CD</u>	*0694	247,396.74	247,396.74	8/10/2017
<u>Water Impact</u>	*2322	51,467.86	51,480.98	8/10/2017
<u>4B EDC</u>	*3691	513,464.28	513,638.72	8/10/2017
<u>Fire Dept. Auxil.</u>	*3909	1,050.00	1,050.00	8/10/2017
<u>Water Money Market</u>	*4323	189,150.84	189,207.07	8/10/2017
<u>MDD Fund</u>	*7451	200,991.57	205,538.69	8/10/2017
<u>Water Credit Card</u>	*7531	139.41	139.46	8/10/2017
<u>GF Reserves Money Mkt.</u>	*7583	128,113.37	128,151.45	8/10/2017
<u>GF Money Market</u>	*7605	230,395.04	230,463.53	8/10/2017
<u>Park Fund Money Mkt.</u>	*7613	75,926.94	75,946.29	8/10/2017
<u>Capital Projects Money Mkt.</u>	*7648	130,558.99	130,597.80	8/10/2017
<u>W&S Impact-Sewer</u>	*8699	55,401.56	55,401.56	8/10/2017
<u>employee benefit trust</u>	*8777	373.00	373.00	8/10/2017
<u>GF Operating</u>	*9437	1,456,341.92	1,172,272.69	8/10/2017
<u>W&S Fund Operating</u>	*9445	596,122.64	610,582.74	8/10/2017
<u>Police Special Fund</u>	*9792	1,004.86	185.51	8/10/2017
SUB TOTAL		4,425,035.74	4,162,807.12	
TexPool - CAPITAL PROJECT	1878	308.16	308.16	8/10/2017
TexStar - GENERAL FUND	1110	3,752.53	3,758.31	8/10/2017
TexStar - GENERAL FUND	1120	935.30	936.70	8/10/2017
TexStar - W&S IMPACT	3540	3,175.36	3,180.24	8/10/2017
TexStar - CAPITAL PROJECT	5340	1,405.33	1,407.56	8/10/2017
TexStar - W&S FUND	5350	1,152.50	1,154.27	8/10/2017
Bryson Manor - GENERAL FUND	8662	297,721.27	297,822.41	8/10/2017
Leose	2510	1,152.62	1,152.62	8/10/2017
TOTAL BANK BALANCES		4,734,638.81	4,472,527.39	

Ovilla Municipal Court Report

FY-2016-2017	Total Traffic Cases Filed	State Law Cases Filed	Parking Cases Filed	Penal Code Cases Filed	City Ordinance Cases Filed	Trials	Total Revenue	Amount Kept by City	Amount sent to State	Warrants Issued	Cases sent to Collections
	Cases Filed	Cases Filed	Cases Filed	Cases Filed	Cases Filed						
October	138	1	0	1	9	0	\$17,915.90	\$10,054.10	\$7,861.80	21	21
November	135	2	0	1	3	0	\$11,603.02	\$6,494.25	\$5,108.77	0	0
December	88	3	0	1	0	0	\$20,907.30	\$11,604.30	\$9,303.00	22	22
January	96	3	0	6	2	1	\$14,364.18	\$8,390.20	\$5,973.98	60	60
February	153	3	0	1	0	0	\$26,084.00	\$15,363.75	\$10,720.25	4	4
March	180	1	0	0	1	0	\$38,301.08	\$22,327.40	\$15,973.68	13	13
April	154	0	2	5	4	0	\$25,531.76	\$15,124.40	\$10,407.36	34	34
May	71	1	0	3	1	0	\$24,063.04	\$14,136.50	\$9,926.54	15	15
June	127	0	0	5	0	11	\$21,481.04	\$13,706.73	\$7,774.31	50	50
July	143	1	0	0	0	0	\$23,471.31	\$13,367.59	\$10,103.72	38	38
August											
September											
Totals	1285	15	2	23	20	12	\$223,722.63	\$130,569.22	\$93,153.41	257	257

2015-2016 FY

July	132	0	0	0	6	0	\$23,993.55	\$12,997.60	\$10,995.95	27
FY Totals	1024	5	6	7	12	2	\$154,530.63	\$86,312.71	\$68,217.92	154

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	464	\$166,215.29	14	\$3,827.60
January	512	\$182,737.26	12	\$908.10
February	478	\$173,158.14	38	\$6,110.40
March	440	\$158,192.34	51	\$9,124.77
April	463	\$167,517.70	11	\$3,564.46
May	474	\$171,752.60	4	\$4,172.30
June	495	\$179,267.80	29	\$4,115.70
July	510	\$185,979.31	23	\$4,697.44
August				
September				
Totals			205	\$41,594.99

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

To: Mayor Richard Dormier
 Ovilla City Council
 City Manager Mr. John Dean

Subject: Animal Control Monthly Report

Calls For Service	July 2017	July 2017 YTD	July 2016	
Complaint (Regist-21 At Large 11 Bark 2)	35	381	25	
Follow - Up	43	468	23	
Door Notice (Regis-21, Bark 2 at large 2)	24	299	25	
Impounded Animal (Dog 9, cat 5)	14	78	4	
Animal welfare check	2	55	4	
Impound Results (Return-2, Transport 12)	14	75	4	
Impound fee collected	\$70.00	\$935.00	65	
Court()	\$0.00	\$0.00	0	
Citizen Contacts	41	415	32	
Animal Registration (\$252)	21	108	7	
Registration Letter issued	22	254	22	
Nuisance Letter Mailed	2	14	3	
Animals released (1 Skunk 1 Armadillo)	1	19	7	
Deceased Removed	26	228	23	
Oak Leaf	2	18	0	
Traps Checked Out	3	43	4	

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

To: Mayor Richard Dormier
 Ovilla City Council
 City Manager John Dean

Subject:Code Enforcement Monthly Report

Calls For Service	July 2017	July 2017 YTD	July 2016	
Complaint (Nuis 34,Permit 12,Parking 9	55	447	66	
Follow up (Nuis 44 Permit 12 Park 9)	68	493	74	
Door Notice (Nui -16, Permit-7, Parking 8)	31	329	41	
Mail Notice (Parking 7 grass 11 nuisance 9)	27	205	43	
Posted Property (Grass 11 nuisan 1)	12	73	17	
Court 1 Junk vehicle postponed	\$0	\$2,242	\$0.00	
Citizen Contacts	58	604	67	
Permits Reviewed	23	69	13	
Permits Issued	17	124	10	
Inspections	30	209	11	
Nuisance Abated by City 1 grass	1	6	9	
Nuisance Signs (Garage sale-10 business 15)	25	360	35	
Board of Adjustment	0	10	0	

AGENDA ITEM REPORT Item 1

Meeting Date: August 14, 2017

Discussion Action

Submitted By: John R. Dean, Jr.

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

Departments: Code/Administration

Budgeted Expense: YES NO N/A

Amount: N/A

Attachments

1. N/A

Agenda Item / Topic

ITEM 1. **DISCUSSION** – Staff update regarding the July 10, 2017 Order of Abatement constituting a “Nuisance Outside Storage” under Article 8.02 of the Code of Ordinances of the City of Ovilla, at 101 Oakwood Lane, Ovilla, TX 75154.

Discussion / Justification

BACKGROUND:

In accordance with statutes, the Ovilla City Council held a public hearing and deliberation on July 10, 2017, on the code violation abatement “Nuisance Outside Storage” of the property commonly known as 101 Oakwood Lane, Ovilla, TX.

The Ovilla City Council approved an abatement order at this address, allowing the owner 30-days. It has since been 30-days. Staff is providing an update.

Sample motion-N/A

AGENDA ITEM REPORT Item 2

Meeting Date: August 14, 2017

Discussion Action

Submitted By: John R. Dean, Jr.

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

Departments: Code/Administration

Budgeted Expense: YES NO N/A

Amount: N/A

Attachments

1. Request for consideration from James Moon, Attorney for Massey Shaw (Bryson Manor)
2. Planning and Zoning recommendation sheet

Agenda Item / Topic

ITEM 2. **DISCUSSION/ACTION** – Receive and consider recommendation from the Planning and Zoning Commission to consider revisions to Chapter 10, Section 10.02.130 and Chapter 14, Sections 14.3, 15.3, 16.3, 17.3 and 18.3, regarding the minimum square feet for living areas in newly erected or constructed residential dwellings, directing staff as necessary.

Discussion / Justification

Staff received a request from James Moon, Attorney for Massey Shaw regarding Ovilla's regulations on the residential minimum 2400 square footage for any new residential dwelling. Staff was asked to allow an agenda item be presented to the Planning and Zoning Commission (home size is located in the Zoning Ordinance as well as Building Regulations in the Code) for recommendation to Council.

An agenda item was presented to the Planning and Zoning Commission at their August 07 Regular Meeting. Of those P&Z members in attendance, it was a unanimous recommendation to leave the Code at 2400 square feet for any new residential dwelling.

Sample motion

I move to direct staff to...

Pam Woodall

Subject: FW: Bryson Manor - Request for Reduction in Minimum Square Footage

From: James P. Moon
Sent: Tuesday, August 01, 2017 10:43 AM
To: John Dean <JDEAN@cityofovilla.org>
Subject: Bryson Manor - Request for Reduction in Minimum Square Footage

John:

This email is a follow-up to your conversation with Mr. Massey Shaw regarding adjusting the minimum square footage requirements on Phases 2 and 3 of Bryson Manor. It was Mr. Shaw's understanding that you needed a formal request for presenting the proposed reduction of the minimum square footage to 2,000 square feet in order to be able to bring it before the City Council.

Please allow this message to serve as formal request and application by Shaw Development Group, LLC to modify the required minimum square footage for single family dwellings in Phases 2 and 3 of Bryson Manor to 2,000 square feet. If you need any additional written documentation or requests, please forward any forms or applications to me and I will get them completed and filed with your office.

Thank you very much for your assistance with this matter.

James Moon

=====

James P. Moon
KAPLAN & MOON, PLLC

Dallas Office:

3102 Maple Ave.
Suite 200
Dallas, Texas 75201
Tel: 214-522-4900
Fax: 888-632-2572

Ellis County Office:

P. O. Box 2206
Red Oak, Texas 75154
Tel: 800-214-0639
Fax: 800-930-7112
Mobile: 469-831-3004

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City of OVILLA Planning & Zoning Commission

Case PZ17.02 – An application of request was filed for consideration on revisions to the minimum square footage in the Ovilla Code of Ordinance.

ITEM 1. DISCUSSION/ACTION – Case PZ17.02 - Review and consider revisions to Chapter 10, Section 10.02.130 and Chapter 14, Sections 14.3, 15.3, 16.3, 17.3, and 18.3, regarding the minimum square feet for living areas in newly erected or constructed residential dwelling, directing staff as necessary to forward recommendation to the Ovilla City Council.

PLANNING AND ZONING Members present, and upon a record vote :
DO NOT RECOMMEND revision to Ovilla Code of Ordinance to lower minimum square footage for new construction of residential dwellings as requested.
NO CHANGE RECOMMENDED.

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

PL5 Zabojnik ABSENT
PL6 Hart AYE
PL7 Zimmermann AYE

5 **AGREE** (NO CHANGE RECOMMENDED)

0 **AGAINST**

0 **ABSTAIN**

Michael L. Yordy
Presiding Officer of P&Z

Guiller
Board Secretary

8.9.2017
Date

8.9.2017
Date

AGENDA ITEM REPORT Item 3

Meeting Date: August 14, 2017

Discussion Action

Submitted By: John R. Dean, Jr.

Reviewed By: City Manager City Secretary City Attorney

Accountant

Departments: Water

Budgeted Expense: YES NO N/A

Amount: .13-cents

Other: PW Director B. Piland

Attachments

1. Dallas Water Utilities invoices showing water rate increases from 2014 to present.
2. Excerpt from Code - and DWU annual rate increase comparison to city rate increase

Agenda Item / Topic

ITEM 3. **DISCUSSION/ACTION** – Consideration of and action to consider revision to Appendix A, Fee Schedule, Section A7.003 Water Rates of the Ovilla Code of Ordinances, and direct staff as necessary.

Discussion / Justification

In accordance with the terms of the City of Dallas Water Rate Agreement, Dallas Water Utilities submitted their June 2017 summary increasing the wholesale flat rate for Ovilla 13-cents.

Over the years the City has absorbed the costs of Dallas Water Utilities rate increases – the last water rate increase passed on to the Ovilla customer was in September 2014.

Sample motion

I move to direct staff to return at the next Council meeting with an Ordinance to revise Appendix A, Fee Schedule, Section A7.003 Water Rates, of the Ovilla Code of Ordinances.

CITY OF OVILLA RESIDENTIAL & COMMERCIAL WATER RATES

(as of Sept 2015 billing)

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

RESIDENTIAL SEWER RATES

Flat Rate Fee \$14.00

Plus (+)

\$8.22 per 1,000 gallons up to the customer's winter average (max charge)

Maximum Charge is determined by customer's winter average or a city average if customer has not established their own average.

CITY OF OVILLA RESIDENTIAL & COMMERCIAL WATER RATES

(as of Nov 2014 billing)

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

RESIDENTIAL SEWER RATES

Flat Rate Fee \$30.00

Plus (+)

\$8.22 per 1,000 gallons up to the customer's winter average (max charge)

Maximum Charge is determined by customer's winter average or a city average if customer has not established their own average.

CITY OF OVILLA RESIDENTIAL & COMMERCIAL WATER RATES

(as of Nov 2013 billing)

\$10.49/minimum	0 to 1,000 gallons
\$10.15/1,000 gallons	1,001 to 2,000 gallons
\$3.65/1,000 gallons	2,001 to 20,000 gallons
\$4.75/1,000 gallons	20,001 to 40,000 gallons
\$5.85/1,000 gallons	40,001 to 60,000 gallons
\$6.95/1,000 gallons	60,001 to 80,000 gallons
\$8.05/1,000 gallons	80,001 to 100,000 gallons
\$9.15/1,000 gallons	100,001 and up gallons

RESIDENTIAL SEWER RATES

Base - Includes first 1,000 gallons	\$8.22
Each additional 1,000 gallons	\$5.00

Maximum Charge is determined by customer's winter average or a city average if customer has not established their own average.

RESIDENTIAL & COMMERCIAL WATER RATES

(as of Nov 2007 billing)

<i>Chg beg Nov 11 Billing</i>	\$9.85/minimum	0 to 1,000 gallons
	\$10.15/1,000 gallons	1,001 to 2,000 gallons
	\$3.65/1,000 gallons	2,001 to 20,000 gallons
	\$4.75/1,000 gallons	20,001 to 40,000 gallons
	\$5.85/1,000 gallons	40,001 to 60,000 gallons
	\$6.95/1,000 gallons	60,001 to 80,000 gallons
	\$8.05/1,000 gallons	80,001 to 100,000 gallons
	\$9.15/1,000 gallons	100,001 and up gallons

RESIDENTIAL SEWER RATES

Base - Includes first 1,000 gallons
Each additional 1,000 gallons

\$8.22 — *Chg beg
Nov 11
Billing*

\$5.00

Maximum Charge is determined by customer's winter average or a city average if customer has not established their own average.

EXCERPT JUNE 2017
DWU. COST STUDY & RATE INCREASE

Following the principles contained in the Water Rate Agreement, this Study indicates that the test period costs require the following rates:

Two Part Rate:

Volume	45.65¢/per 1000 gallons
Demand	\$280,458/per MGD ROFC setting

Flat Rate:

\$2.2094/per 1000 gallons

UTILITY

Service from 6/2/17 to 6/30/17 for 29 days

<u>Service Provided</u>	<u>Meter Number</u>	<u>Meter Number</u>	Read <u>6/2/17</u>	Read <u>6/30/17</u>	<u>Usage in 1000 GALS</u>	<u>Meter Charge</u>	<u>Total</u>
Treated	591713	591713	7	7	0		
Treated	800050	800050	1039653	1055187	15,534		
Total Volume @ \$2.0795 / 1000 GALS							\$32,302.95
Treated Water							\$32,302.95

Base Charges: Base water and sewer charges cover fixed costs such as reading and maintaining the meter, account maintenance, mailing bills and processing payments. Base charge for sewer also includes cleaning the sewer system to minimize blockage.

Usage Charges: This volume charge is based on usage and covers variable costs such as chemicals, electric power, facility maintenance, repair of water and wastewater mains and repayment of bonds sold to finance construction of the water and sewer systems.

Charges and Collections," of Chapter 49, "Water and Wastewater," of the Dallas City Code is amended to read as follows:

"(b) Rate table. The director shall charge a governmental entity for wholesale water service in accordance with the following:

(1) The volume charge for treated water is \$0.4416 [0.4305] per 1,000 gallons of water used, and the annual water year demand charge is \$262,058 [243,453] per each mgd, as established by the highest rate of flow controller setting.

(2) If a flat rate charge for treated water is provided by contract, or in the absence of a rate of flow controller, the charge is \$2.0795 [1.9521] per 1,000 gallons of treated water used.

(3) A monthly readiness-to-serve charge will be assessed for any standby service point. The monthly fee, based on size of connection, is as follows:

<u>Size of Connection</u>	<u>Monthly Standby Fee</u>
3-inch	<u>\$74.90</u> [72.93]
4-inch	<u>124.44</u> [121.17]
6-inch	<u>247.11</u> [240.61]
8-inch	<u>411.31</u> [400.50]
10-inch or larger	<u>631.58</u> [614.98]

(4) The rate for regular untreated water service to a governmental entity is \$0.9120 [0.8335] per 1,000 gallons of untreated water used. The rate for interruptible untreated water service to a governmental entity is \$0.4265 [0.4044] per 1,000 gallons of untreated water used."

SECTION 37. That Subsection (e), "Wholesale Wastewater Rates," of Section 49-18.4, "Rates for Wholesale Water and Wastewater Service to Governmental Entities," of Article II, "Rates, Charges and Collections," of Chapter 49, "Water and Wastewater," of the Dallas City Code is amended to read as follows:

"(e) Wholesale wastewater rates. The director may provide wholesale wastewater service to other governmental entities by contract, in accordance with the following rules:

(1) The monthly rate for wholesale wastewater service is \$2.4647 [2.2688] per 1,000 gallons of wastewater discharged. The director is authorized to compensate those governmental entities located within the boundaries of the city for the city's use of integrated facilities owned by those governmental entities.

UTILITY

Service from 7/1/16 to 8/1/16 for 32 days

Service Provided	Meter Number	Meter Number	Read 7/1/16	Read 8/1/16	Usage in 1000 GALS	Meter Charge	Total
Treated	591713	591713	7	7	0		
Treated	800050	800050	870913	898582	27,669		
Total Volume @ \$1.9521 / 1000 GALS							\$54,012.65
Treated Water							\$54,012.65

Base Charges: Base water and sewer charges cover fixed costs such as reading and maintaining the meter, account maintenance, mailing bills and processing payments. Base charge for sewer also includes cleaning the sewer system to minimize blockage.

Usage Charges: This volume charge is based on usage and covers variable costs such as chemicals, electric power, facility maintenance, repair of water and wastewater mains and repayment of bonds sold to finance construction of the water and sewer systems.

Address Change

City of Dallas
In Person Payment Location
 Dallas City Hall 2D South
 1500 Marilla Street
 8 a.m. - 5 p.m. Monday - Friday

As provided in Section 182.052 of the Texas Utilities Code, you are hereby informed of your right to request confidentiality of your address, telephone number, social security number, and information relating to volume or units of utility usage and amounts billed to or collected from you for utility usage. To elect confidentiality, please visit www.dwuconfidentiality.com

Payments may be made by phone or automatically drafted monthly from your bank or credit card. For details, contact Customer Service at (214) 651-1441 or on-line at www.dallascityhall.com.

For a Fidelity Express location near you, please contact Customer Service at (214) 651-1441 or visit www.dallascityhall.com. If scheduled for disconnection, payment must be made the business day before the due date to avert this action.

In the event your check is returned for insufficient funds or uncollected funds, we may re-present your check electronically. {En el caso que su cheque sea devuelto por falta de fondos o fondos no cobrados, nosotros podemos procesar su cheque electrónicamente otra vez.}

For feedback on Inserts/Onserts, please call 311 or e-mail us at dallas311@dallascityhall.com

UTILITY

Service from 9/1/15 to 9/30/15 for 30 days

<u>Service Provided</u>	<u>Meter Number</u>	<u>Read 9/1/15</u>	<u>Read 9/30/15</u>	<u>Usage in 1000 GALS</u>	<u>Meter Charge</u>	<u>Total</u>
Treated Water	591713	7	7	0		
Treated Water	800050	730102	758120	28,018		
Total Volume @ \$1.7339 / 1000 GALS				28,018		\$48,580.41
Treated Water						\$48,580.41

Base Charges: Base water and sewer charges cover fixed costs such as reading and maintaining the meter, account maintenance, mailing bills and processing payments. Base charge for sewer also includes cleaning the sewer system to minimize blockage.

Usage Charges: This volume charge is based on usage and covers variable costs such as chemicals, electric power, facility maintenance, repair of water and wastewater mains and repayment of bonds sold to finance construction of the water and sewer systems.

UTILITY

Service from 1/1/14 to 1/31/14 for 31 days

<u>Service Provided</u>	<u>Meter Number</u>	<u>Read 1/1/14</u>	<u>Read 1/31/14</u>	<u>Usage in 1000 GALS</u>	<u>Meter Charge</u>	<u>Total</u>
Treated Water	591713	5	5	0		
Treated Water	800050	399667	409888	10,221		
Total Volume @ \$1.6732 / 1000 GALS				10,221		\$17,101.78
Treated Water						\$17,101.78

Base Charges: Base water and sewer charges cover fixed costs such as reading and maintaining the meter, account maintenance, mailing bills and processing payments. Base charge for sewer also includes cleaning the sewer system to minimize blockage.

Usage Charges: This volume charge is based on usage and covers variable costs such as chemicals, electric power, facility maintenance, repair of water and wastewater mains and repayment of bonds sold to finance construction of the water and sewer systems.

14,919 Our Report
 10,221 City of Dallas
4,698-

Address Change

Payments may be automatically drafted monthly from your bank or credit card account through our AutoPay program. For details, contact Customer Service at (214) 651-1441 or on-line at www.dallascityhall.com.

Payments may be made by phone at (214) 651-1441 or online, at www.dallascityhall.com using a check or credit card.

To find a Fidelity Express location near you, please contact Customer Service at (214) 651-1441 or visit us on the web at www.dallascityhall.com. If scheduled for disconnection, payment at a Fidelity Express Pay Station must be made the business day before your due date to avert this action.

In the event your check is returned for insufficient funds or uncollected funds, we may re-present your check electronically. {En el caso que su cheque sea devuelto por falta de fondos o fondos no cobrados, nosotros podremos pedir que procesen otra vez su cheque electrónicamente.}

City of Dallas
In Person Payment Locations
 Dallas City Hall 2D South
 1500 Marilla Street
 8 a.m. - 5 p.m. Monday - Friday

Excerpt from the Ovilla Code – current rates

Sec. A7.003 Water and wastewater service rates and charges

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

Inside corporate limits:

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

(Ordinance 2014-032 adopted 9/22/14)

Water Rate Increases:

Year	Ovilla	Dallas
2018	Pending	\$2.2094 / per 1000 gallons 13 cents
2017	-0-	\$2.0795 / per 1000 gallons 12.74-cents
2016	-0-	\$1.9521 / per 1000 gallons 21.82-cents
2015	-0-	\$1.7339 / per 1000 gallons 6.07-cents
2014	\$.77 / 1 st 1000 gallons	\$1.6732 / per 1000 gallons

AGENDA ITEM REPORT Item 4

Meeting Date: August 14, 2017

Discussion Action

Submitted By: PW Director B. Piland

Reviewed By: City Manager City Secretary City Attorney

Accountant

Departments: Public Works

Budgeted Expense: YES NO N/A

Amount: N/A

Other: PW Director B. Piland

Attachments

1. None

Agenda Item / Topic

ITEM 4. ***DISCUSSION/ACTION*** – Consideration of and action on improvements to culvert/ditch work on Cockrell Hill Road and Main Street.

Discussion / Justification

At the time of the improvements to Cockrell Hill Road, the corner was widened from 21-feet to 24-feet. Two feet was also added to the culvert at the corner of Cockrell Hill Road and Main Street. Concerns to widen the road for safety reasons has been a topic of discussion.

The Public Works Director recommends to move the stripes from the inside of the curve off the edge of the roadway and move the center stripe and the edge marking to the far west edge of the road. This will allow two 12-foot lanes. (photos will be distributed at the meeting)

Staff welcomes Council recommendation.

Sample motion

I move to direct staff to ...

AGENDA ITEM REPORT Item 5

Meeting Date: August 14, 2017

Discussion Action

Submitted By: John R. Dean, Jr.

Reviewed By: City Manager City Secretary City Attorney
 Accountant Other: PW Director B. Piland, Code, M. Dooly

Departments: Code/PW

Budgeted Expense: YES NO N/A

Amount: \$ 5,000 annually (FY 2017-18)

Attachments

1. Resolution R2017-20
2. Quotes and subscription proposal
3. Master Subscription Agreement

Agenda Item / Topic

ITEM 5. **DISCUSSION/ACTION** – Consideration of and action on Resolution R2107-20 to approve a Master Subscription Agreement with GovPilot effective October 1st, 2017, authorizing the Mayor to execute said agreement.

Discussion / Justification

BACKGROUND:

Staff has had demonstrations from several providers to automate processes in several different areas including Code Enforcement, Pet Licensing, Permitting and Work Orders. Staff recommends the approval of this agreement. By approving the agreement prior to the new Fiscal Year it will allow the company to start preparing the system with our information so that we will be able to use the system early in the new Fiscal Year.

No funds will be expended in the current Fiscal Year on this project.

Sample motion

I move to approve/deny Resolution R2017-20 approving the Master Subscription Agreement with GovPilot effective October 1st, 2017, authorizing the Mayor to execute said agreement.

RESOLUTION NO. R2017-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF OVILLA, TEXAS, A MASTER SUBSCRIPTION AGREEMENT BY AND BETWEEN THE CITY OF OVILLA, TEXAS, AND GOVPILOT FOR MANAGEMENT SOFTWARE TO PROVIDE CUSTOMER ACCESS AND PROFESSIONAL SERVICES IN THE AMOUNT OF \$5,000 ANNUALLY, EFFECTIVE OCTOBER 01, 2017.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OVILLA:

Section 1. The City Council of the City of Ovilla hereby authorizes the Mayor to execute a Master Subscription Agreement by and between the City of Ovilla, Texas, and GovPilot for Management Software, in the amount of \$5,000 annually to commence on October 01, 2017.

Section 2. A copy of said Contract/Agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this 14 day of August 2017.

ATTEST: _____
Pamela Woodall, **CITY SECRETARY**

APPROVED: _____
Richard Dormier, **MAYOR**

Capital Expenditures (\$2,000 and above) included in FISCAL YEAR 2017-2018 Department Budgets

CITY OF OVILLA, TEXAS
Quotations Form

Quotations Taken By:	Tammy McCoy
Department:	Administration
Date:	5/11/17

Description of Product or Service:

Code / Animal / Permit Software

❖ Indicates preferred/chosen vendor

❖ QUOTE #1	
Vendor Name:	Gov Pilot
Address:	79 Hudson St #503 Hoboken, NJ 07030
Contact Person:	Courtney Camporine
Phone No:	908-591-1144
Contact Date/Time:	May 4, 2017 2:30 pm
HUB Status:	Non HUB
DIR:	Yes through SHI Intl.- Property Pilot DBA Gov Pilot
Price:	\$5000 annually (subscription)

QUOTE #2	
Vendor Name:	Mygov
Address:	P O Box 1192 Ada, OK 74821
Contact Person:	Tim Koeshall
Phone No:	866-332-4558 ext 4
Contact Date/Time:	May 2, 2014 3:00pm
HUB Status:	Non HUB
DIR:	No
Price:	\$17,960 one time fees + \$15,360 annually (subscription)

QUOTE #3	
Vendor Name:	Munilogic
Address:	949 Easton Road
Contact Person:	Scot DeCristofaro
Phone No:	215-343-5700 ext 279
Contact Date/Time:	April 21, 2017 2:01 pm
HUB Status:	Non HUB
DIR:	No
Price:	\$9660 annually (subscription) or \$30,000-35,000 to purchase

JUSTIFICATION FOR NOT CHOOSING THE LOWEST BID:

Subscription Proposal

Proposal For: Tammy McCoy
City of Ovilla, TX
105 South Cockerel Hill
Ovilla, TX 75154
(972) 617-7262
tmccoy@cityofovilla.org

MyGov Contact: Tim Koeshall
Account Manager
P.O. Box 1192
Ada, OK 74821
(866) 332-4558 x4
tim@mygov.us

ANNUAL SUBSCRIPTION FEES		ONE-TIME FEES	
Permits & Inspections Module	\$3,840	Server Setup	\$960
Credential Manager Module	\$3,840	Module Setup	\$12,640
Electronic Plan Review Module	\$0	On-Line Training	\$4,360
Code Enforcement Module	\$3,840	On-Site Training	\$0
Liens & Collections Module	\$0	Data Import	\$0
Licenses & Permits Module	\$3,840	Location Manager Integration	\$0
Work Order Module	\$0	GIS / Mapping Integration	\$0
Asset Manager Module	\$0	Billing Module Integration	\$0
GIS / Mapping Module	\$0		
Request Manager Module	\$0		
Total	\$15,360		Total \$17,960

READY TO START?

Please complete the information below, then email to tim@mygov.us or fax to (866) 332-4558. Upon receipt, a "Subscription Services Agreement" and detailed "Services Order Form" will be emailed to you.

Signature: _____

My Desired "Go-Live" Date Is ...

Printed Name: _____

Title: _____

Date: _____

Email: _____

***PROPOSAL VALID FOR 180 DAYS or TO END OF CALENDAR YEAR ***

Tammy McCoy

From: Scot DeCristofaro <sdecristofaro@carrollengineering.com>
Sent: Friday, April 21, 2017 2:01 PM
To: Tammy McCoy
Subject: MuniLogic
Attachments: munilogic-code-module.pdf; munilogic-permit-module.pdf

Hello Tammy,

Thank you for your time.

As mentioned I have attached some information on code and permit solutions.

Based on your requirement, and our pricing model, MuniLogic would be \$780 per month, on a 3 year contract. Hosting is an additional fee of \$25 per month (you can choose anybody so you may be able to find it cheaper, but I think that is unlikely). That said, depending on the amount of animal licensing you conduct per year, we may be able to construct your MuniLogic so you can accomplish everything in the permit module. If this is the case, pricing could drop to \$650 a month, it's just a matter of learning more about your workflow, activity, etc.

That said, the pricing is inclusive of everything:

- Unlimited Users
- Unlimited Support and Technical Assistance
- Unlimited Reporting
- Full GIS mapping
- Complete Installation and Data Integration
- In Person Training In Your Office
- Updates, customization, etc

You would not pay anything more unless you were to add additional modules or seek some special, unique customization. To purchase the software, the core system is \$10,000, each module is \$3500, and each additional service has a different line item. All in on the purchase side you are somewhere in the \$30,000 to \$35,000 range. The monthly pricing model is the more affordable way to go.

When you are interested in discussing further, happy to have a conservation and spend time online demonstrating the software for you.

Thank you,

Scot

Scot DeCristofaro
MuniLogic, Developed By Carroll Engineering Corporation
Office: 215-343-5700 ext. 279
Cell: 215-622-5486
scotd@munilogic.com
www.munilogic.com

949 Easton Road
Warrington, PA 18976



MASTER SUBSCRIPTION AGREEMENT

Prepared for:
Ovilla, TX

Primary Contact

Michael Bonner, Founder & CEO
michael@govpilot.com

Courtney Camporine, Senior Sales Executive
courtney@govpilot.com

Master Subscription Agreement

This Master Subscription Agreement (“**Agreement**”) is made as of [] , 2017 (“**Effective Date**”), between PropertyPilot, LLC d/b/a GovPilot, with offices located at [79 Hudson Street Hoboken, Suite 503 NJ 07030] (“**GovPilot**”) and the customer set forth below (“**Customer**”). GovPilot and Customer will be referred to herein individually as a “**Party**” and together as the “**Parties**”. This Agreement consists of this cover sheet (“**Cover Sheet**”) and the terms and conditions attached hereto (“**Terms**”). GovPilot will provide to the Customer access to the Service (defined in Section 1 of the Terms) and the Professional Services (defined in Section 1 of the Terms), on the terms and conditions set forth in this Agreement. Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

CUSTOMER CONTACT INFORMATION	
Name	Ovilla, TX
Address	105 Cockrell Hill, Ovilla, TX 75154
Primary Contact	John Dean 972-617-7262 jdean@cityofovilla.org
Secondary Contact	
SUBSCRIPTION TO THE SERVICE GENERAL INFORMATION	
Geographic Region	Ovilla, TX
Start Date	
Effective Date	
Initial Term	3 years
Renewal Term	1 year
Billing Period	Annual
Package Level	Silver
Process	Report a Concern, Pet Licensing, Permit Application

ANNUAL SUBSCRIPTION PRICE OPTIONS				
	PROCESS PACKAGE	DESCRIPTION	ANNUAL COST	INITIAL
	Starter Package	GIS Map & Report a Concern App	\$ 1,000	
✓	Silver Package	3 Templatized Processes + Starter Package	\$ 5,000	
	Gold Package	8 Templatized Processes + Starter Package	\$ 10,000	
	Platinum Package	15 Templatized Processes + Starter Package	\$ 15,000	
	★ Custom Process	Build out to customers specifications	\$ 1,650	

Starter Pakage: Internal + public GIS & GovAlert App.

Silver Package requires customer to select all processes prior to build-out.

Gold & Platinum Packages require customer to select at least 50% of total processes purchased prior to build-out.

Building Department & Tax Assessment Module each count for 5 processes. Gold package is the minimum package that can be selected for either module.

Templatized Processes: Customer will be allocated 12 hours of modification for each templated process selected along with a maximum of three separate "screen share appointments" to discuss architecture of individual processes. If customer requires more than 12 hours of modification for a particular process customer will be billed at \$150/hour after the 12 hours have been extinguished.

Custom Process: Customer will be allocated 40 hours of customization for each custom process build-out. A GovPilot business analyst will conduct a maximum of three separate screen share appointments to determine architecture of individual processes. If individual process requires more than 40 hours of customization, customer will be billed at \$150 per hour after the allocated 40 hours have been extinguished.

Post Delivery Modifications: After a process is delivered and published in customers account, and customer has had opportunity to use process, customer will be allowed two final "screen share appointments" to discuss additional modifications.

Building Department Module counts as 5 processes allows 40 hours of customization.

Tax Assessment Module counts as 5 processes allows 40 hours of customization.

SUBSCRIPTION FEATURES

Number of Authorized Users: Unlimited

Pre-Loaded Data (defined in Section 1 of the Terms), including the following: [UPDATES AS APPLICABLE]

- Property Type
- Ownership Information
- Property Sales Data
- Property Tax Data
- Traffic Layer
- Google Street View (Where available)
- Google Aerial View (Where available)

Internal GIS Map: Elm City, NC

External GIS Map: Unlimited custom layers provided by customer (Shape file format)

POSSIBLE SUBSCRIPTION-RELATED FEES

LEGACY DATA IMPORT FEE	TBD
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GENERAL INFORMATION

GovPilot can customize the following process elements based on customer specifications: **Digital Forms, Workflow, Mail Merge, Views & Reports.** ("Customization Services"). Any changes to the scope of the Customization Services will be agreed upon in a signed writing by the Parties. Customer will reasonably cooperate with GovPilot to enable GovPilot to provide the Customization Services as further described in the Terms. Based on such collaboration, GovPilot will provide Customer with written documentation specifying the particular features to be included as part of the customized Service ("Specifications Document"). Once the Parties agree in writing to the Specifications Document, GovPilot will begin custom builds to customize the Service. Customer acknowledges and agrees that the Specifications Document is subject to change during the customization process based on issues that arise during such process.

GovPilot will provide training and technical support services as described in the Terms ("Training and Support"). Customization of any process described above ("Process Customizations"). The Parties will agree to the particular terms of all Process Customizations in writing.

PROFESSIONAL SERVICES FEES

Process Modification	First 12 hours included. Thereafter, \$150/hour.
Training and Support	Unlimited

IN WITNESS WHEREOF, GovPilot and Customer have caused this Agreement to be executed as of the Effective Date.

PROPERTIPILOT, LLC D/B/A GOVPILOT

CUSTOMER

By: _____

By: _____

Print Name: Michael Bonner

Print Name: Richard Dormier

Title: CEO/Founder

Title: Mayor

Date: _____

Date: _____

Terms and Conditions

Any capitalized terms used in these Terms but not otherwise defined will have the meanings ascribed to them in the Cover Sheet. If there is any conflict or inconsistency between the terms of the Cover Sheet and these Terms, then these Terms will control solely to the extent of the conflict or inconsistency.

1. Definitions

- a. **“Authorized Purpose”** means (i) to input, import and export data and perform functions related to government management within the geographic regions identified on the Cover Sheet; and (ii) to enable Public Users to submit and view certain data within the geographic regions identified on the Cover Sheet through the Public Service and GIS Map.
- b. **“Authorized User”** means Customer’s employees who may access the Service with a valid username and password issued by GovPilot.
- c. **“Confidential Information”** means any information disclosed by either Party to the other Party that is marked as “Confidential” or “Proprietary” at the time of disclosure. Without limiting the foregoing, Confidential Information also includes this Agreement, the Cover Sheet, the non-public facing aspects of Service, any responses to technical support requests, and any business information, technical data, or know-how relating to the Service. Confidential Information will not, however, include any information which, as shown by documents in the receiving Party’s possession, (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party as shown by the receiving Party’s files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving Party from a third party without a breach of such third party’s obligations of confidentiality; or (v) is independently developed by the receiving Party without use of or reference to the disclosing Party’s Confidential Information. Additionally, Confidential Information will not include any Data (defined in Section 3 below) or any information that can be obtained through a public records request under applicable law.
- d. **“Custom Data”** means any and all data, including, but not limited to shape files, entered or imported into GovPilot, either directly or through hosted forms, by Authorized Users or Public Users
- e. **“GIS Map”** means the geographic information system graphical interface including Pre-Loaded Data and Custom Data added by Customer and made available in the form of a map for use by Authorized Users and Public Users.
- f. **“Legacy Data”** means any and all historical data the Customer submits to the Service. Legacy Data must conform to GovPilot’s importing requirements.
- g. **“Pre-Loaded Data”** such as the property data, tax assessment data, sales data and map layer data, where available, that is related to the properties on the Service and pre-loaded within the Service by GovPilot.
- h. **“Professional Services”** means those services described in the Cover Sheet.
- i. **“Public Users”** means a user of the Public Service.
- j. **“Public Service”** means the limited online platform made available to members of the public, which allows members of the public to access digital e-commerce forms, public forms approved by Customer and the public-facing GIS Map regarding properties in the geographic regions identified on the Cover Sheet.
- k. **“Service”** means the online platform to which access is provided to Customer pursuant to this Agreement and which allows Authorized Users to access the Pre-Loaded Data, the systems, processes, digital e-commerce forms and outward facing GIS Map regarding properties in the geographic regions identified on the Cover Sheet.
- l. **“Subscription”** means the subscription type selected on the Cover Sheet required for Authorized Users to access the Service.

2. Access to Service

- a. **Grant.** Subject to the terms and conditions of this Agreement, GovPilot hereby grants to Customer a nonexclusive, nonsublicensable and nontransferable right during the Term (defined in Section 9 below) to allow the Authorized Users to access and use the Service for the Authorized Purpose. GovPilot will provide Public Users with access to the Public Service, subject to GovPilot's Terms of Use and Privacy Policy (collectively, the "Policies").
- b. **Additional Restrictions.** Neither Customer nor any party acting on its behalf (including Authorized Users) may: (i) transfer, distribute, sell, lease, license or sublicense access to the Service; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Service; (iii) allow any party to access the Service except for Authorized Users and Public Users; (iv) write or develop any derivative software or any other software program based upon the Service or any Confidential GovPilot Information; (v) attempt to disrupt the integrity or performance of the Service; (vi) attempt to gain unauthorized access to the Service or its related systems or networks; or (vii) otherwise use the Service in any manner that may violate any applicable laws, rules or regulations or infringe any third party intellectual property or other rights.
- c. **Authorized Users.** Customer acknowledges and agrees that it is responsible for all use or misuse of the Service by its Authorized Users, and a breach by any such Authorized User of any term of this Agreement will be deemed a breach under this Agreement. All Authorized Users will be required to accept the Policies. GovPilot reserves the right to immediately suspend any or all Authorized Users' access to the Service if GovPilot believes, in its sole discretion, that an Authorized User has misused the Service. Customer will provide GovPilot with the name and email address of each Authorized User promptly following the Effective Date and update the list as it may change during the Term. The access credentials that GovPilot provides to each Authorized User is personal to that specific individual and may not be transferred, sold or otherwise assigned to or shared with any other individual or entity.
- d. **GovPilot Ownership.** Except for the rights granted to Customer in Section 2(a) above and Customer's rights to Data, as between the Parties, GovPilot retains all right, title and interest, including all intellectual property rights, in and to the Service (including all updates thereto) and all aggregated and de-identified information that GovPilot's systems or applications automatically collect regarding use of the Service and its performance ("Diagnostic Data"). All rights that GovPilot does not expressly grant to Customer in this Section 2 are reserved and GovPilot does not grant any implied licenses under this Section 2.
- e. **Feedback.** From time-to-time, Customer may provide GovPilot with feedback, analysis, suggestions and/or comments related to the Service (collectively, "Feedback"). Customer hereby grants to GovPilot a perpetual, irrevocable, transferable, sublicenseable, royalty-free and worldwide right to use, reproduce, modify, create derivative works of, distribute, publicly display or perform the Feedback without restriction whatsoever, in any media now known or hereafter devised, and without any compensation or credit to Customer.
- f. **Training and Support.** Commercially reasonable training and support are available for the Service via remote web session. GovPilot will only respond to training and support requests from the primary and secondary Customer contacts identified on the Cover Sheet. Telephone support is only available between 9:00 a.m. and 5:00 p.m. Eastern Standard Time during normal business days. Training and support are subject to the rates set forth in the Cover Sheet.

3. Data

As between Customer and GovPilot, Customer owns all Data. Customer hereby grants to GovPilot a license to use all data entered into the Service by Customer or any party acting on its behalf (including Authorized Users) (collectively, "Data") to provide and improve the Service. Customer represents and warrants that: (a) it owns the Data or otherwise has and will have the rights necessary to grant the license set forth in this Section; and (b) the uploading or transmitting of Data to the Service does not and will not violate any third party rights, including, without limitation, any intellectual property or confidentiality rights.

4. Professional Services

- a. **General.** Subject to Customer's compliance with the terms and conditions of this Agreement, GovPilot will perform the Professional Services in accordance with any specifications set forth in the Cover Sheet. Professional Services are deemed accepted upon receipt unless otherwise expressly indicated in the Cover Sheet. Customer will reasonably cooperate with GovPilot to facilitate provision of Professional Services. This cooperation will include, without limitation, (i) performing any tasks reasonably necessary for GovPilot to provide the Professional Services and to avoid unnecessary delays; (ii) fulfilling any obligations described in the Cover Sheet in a timely manner; and (iii) responding to GovPilot's reasonable requests related to Professional Services in a timely manner.
- b. **Intellectual Property Rights.** GovPilot solely owns all right, title and interest in and to any software, notes, records, drawings, designs or other copyrightable materials, inventions (whether or not patentable), improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by GovPilot, solely or in collaboration with others, arising out of, or in connection with, GovPilot performing the Professional Services, including any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing ("Inventions"). GovPilot hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right during the Term only to use the portion of the Inventions that is incorporated into any deliverables that GovPilot must provide to Customer as set forth on the Cover Page solely to use any such deliverables. GovPilot reserves all rights not expressly granted in the prior sentence and does not grant any implied licensed under this Agreement.

5. Fees

- a. **Payment of Fees.** In consideration for the access granted to the Service and GovPilot's performance of the Professional Services, Customer will pay the fees set forth in the Cover Sheet ("Fee"). Payments may only be made by check. Customer must pay GovPilot as follows: (i) forty percent (40%) of the Fee within thirty (30) days of the Effective Date; (ii) another forty percent (40%) of the Fee within sixty (60) days of the Effective Date; and (iii) the remaining twenty percent (20%) of the Fee within ten (10) days of GovPilot issuing access credentials to the Authorized Users. Payments more than thirty (30) days overdue will accrue interest at a rate of 15% per year, or the maximum allowed by law, whichever is less.
- b. **Taxes.** All charges and fees provided for in this Agreement are exclusive of any taxes, duties, or similar charges imposed by any government ("Taxes"). Customer will pay or reimburse GovPilot for all such Taxes arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of GovPilot).
- c. **Changes to Fees.** GovPilot reserves the right to increase the Fee in a Renewal Term (defined in Section 9 below) upon notice to Customer at least ninety (90) days prior to the applicable Renewal Term.

6. Representations and Warranties and Limitation of Liability

- a. **Representations and Warranties.** Each Party represents and warrants that: (i) it is duly organized, validly existing and in good standing under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (ii) it has the right, power and authority to enter this Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (iii) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (iv) it will abide by all applicable federal, state and local laws and regulations in connection with its performance under this Agreement.
- b. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH UNDER SECTION 6(A), GOVPilot MAKES NO OTHER WARRANTIES RELATING TO THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT OR DATA APPEARING THEREIN) OR THE PROFESSIONAL SERVICES, AND HEREBY DISCLAIMS ALL OTHER SUCH WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- c. **Changes to Fees.** GovPilot reserves the right to increase the Fee in a Renewal Term (defined in Section 9 below) upon notice to Customer at least ninety (90) days prior to the applicable Renewal Term.

6. Representations and Warranties and Limitation of Liability

- a. **Representations and Warranties.** Each Party represents and warrants that: (i) it is duly organized, validly existing and in good standing under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (ii) it has the right, power and authority to enter this Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (iii) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (iv) it will abide by all applicable federal, state and local laws and regulations in connection with its performance under this Agreement.
- b. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH UNDER SECTION 6(A), GOVPILOT MAKES NO OTHER WARRANTIES RELATING TO THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT OR DATA APPEARING THEREIN) OR THE PROFESSIONAL SERVICES, AND HEREBY DISCLAIMS ALL OTHER SUCH WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- c. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (I) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE SERVICE AND PROFESSIONAL SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) NEITHER PARTY'S LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE FEES PAID BY CUSTOMER TO GOVPILOT UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 6 ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER AND GOVPILOT. THE FEE REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

7. Indemnification

- a. **Infringement Indemnity**
 - (i) **Indemnity.** GovPilot will defend Customer from any claim, action or allegation brought against Customer by a third party alleging that the Service infringes any copyright or trade secret right of that third party, and GovPilot will pay any final judgments awarded by a court of competent jurisdiction or written settlements entered into with respect to such third party claims, subject to Customer's compliance with Section 7(c) (each, an "Infringement Claim").
 - (ii) **Options.** In the event of any Infringement Claim, GovPilot may, at its sole option and expense: (A) procure for Customer the right to continue use of the Service or infringing part thereof; (B) modify or amend the Service or infringing part thereof, or replace the Service or infringing part thereof with other software having substantially the same or better capabilities; or, (C) if neither of the foregoing is commercially practicable, terminate this Agreement and repay to Customer a pro rata portion, if any, of any pre-paid Fees.
 - (iii) **Exclusions.** GovPilot will have no liability for any Infringement Claim if the alleged infringement results from (A) Customer's breach of this Agreement; (B) any modification, alteration or addition made to the Service or any use thereof, including any combination of the Service with software or other materials not provided by GovPilot; (C) Customer's failure to use any corrections or modifications made available by GovPilot that would not result in any material loss of functionality; (D) use of the Service in a manner or in connection with a product or data not contemplated by this Agreement; or (E) any settlements entered into by Customer or costs incurred by Customer for such claim that are not pre-approved by GovPilot in writing.
- b. **Customer.** To the fullest extent permitted by applicable law, Customer will defend GovPilot from any claim, action or allegation brought against GovPilot arising from Customer's breach of this Agreement, and Customer will pay any final judgments awarded by a court of competent jurisdiction or written settlements entered into with respect to such Third Party Claims, subject to GovPilot's compliance with Section 7(c).
- c. **Procedures.** Any claim subject to indemnification under this Section 7 will be subject to the following provisions:
 - (i) the indemnifying Party will be given prompt written notice of the claim by the indemnified Party, provided that any delay in providing notice will not relieve the indemnifying Party of its indemnity obligations under this Agreement unless, and

- d. **Limitation.** This Section 7 states each Party's sole remedy and liability, as applicable, in connection with indemnity claims that fall within the scope of this Section 7.

8. Confidential Information.

The receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable efforts). Each Party agrees not to use any Confidential Information of the other Party for any purpose except to exercise its rights and perform its obligations under this Agreement. Each Party agrees not to disclose any Confidential Information of the other Party to any third parties except to its employees who have a need to know such information to perform obligations or exercise rights under this Agreement. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information of the disclosing Party if it is compelled by law to do so, provided the receiving Party gives the disclosing Party prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing Party's cost, if the disclosing Party wishes to contest the disclosure. Upon the termination or expiration of this Agreement, each Party will immediately delete all tangible embodiments of the other Party's Confidential Information within its possession or control.

9. Term and Termination

- a. **Term.** This Agreement will take effect on the Effective Date and will remain in force for the initial term specified on the Cover Sheet ("Initial Term"). Thereafter, the Agreement will renew on an annual basis until either Party provides at least sixty (60) days' prior written notice of its desire not to renew prior to the end of the then-current term (each, a "Renewal Term," and together with the Initial Term, the "Term").
- b. **Termination for Cause.** Either Party may, immediately upon providing written notice to the other Party, terminate this Agreement if the other Party (i) is in material breach of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after the non-breaching Party gives the other Party written notice of such breach; or (ii) terminates or suspends its business, becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, becomes subject to direct control of a trustee, receiver or similar authority, or becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.
- c. **Survival and Termination Obligations.** Immediately upon expiration or termination of this Agreement for any reason whatsoever, Customer will cease all access to and use of the Service and all outstanding Fees will become immediately due and payable to GovPilot. Sections 1, 2(b)-(e), 3, 4(b), 5(a)-(b), 6-8, 9(c), 10 and all defined terms appearing in those Sections will survive this Agreement.

10. Miscellaneous

- a. **Assignment.** Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either Party, in whole or in part, whether voluntary or by operation of law, without the prior written consent of the other Party, except in connection with a sale of assets, reorganization, acquisition, merger or consolidation. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Any assignment in violation of this Section 10(a) will be null and void.
- b. **Notices.** Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth above and with the appropriate postage affixed; or (ii) sent via facsimile or electronic mail pursuant to the contract information set forth in the Cover Page. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section. Notices are deemed given two (2) business days following the date of mailing, one (1) business day following delivery to a courier, and/or on the same day a facsimile or electronic mail is sent to the recipient.
- c. **Limitation on Claims.** No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either Party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a Party knew or

reasonably should have known of the breach or claimed breach.

- d. **Force Majeure.** Neither Party will incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the applicable Party. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.
- e. **Waiver.** Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such Party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party's right to take subsequent action.
- f. **Severability.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the Parties will endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the Parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
- g. **Integration.** This Agreement and the Cover Sheet contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous or contemporaneous communications, representations, understandings and agreements, either oral or written, between the Parties with respect to said subject matter. This Agreement may not be amended, except by a writing signed by both Parties.
- h. **Purchase Orders.** No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Customer may use in connection with the acquisition or licensing of the Service will have any effect on the rights, duties or obligations of the Parties under, or otherwise modify, this Agreement, regardless of any failure of GovPilot to object to such terms, provisions or conditions.
- i. **Export.** Customer acknowledges that the Service may contain features subject to United States and local country laws governing import, export, distribution and use. Customer is responsible for compliance by the Customer and its Authorized Users with United States and local country laws and regulations and will not export, use or transmit the Service (i) in violation of any export control laws of the United States or any other country; or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Order.
- j. **U.S. Government Restricted Rights.** If the Service is accessed or used by any agency or other part of the U.S. Government, the U.S. Government acknowledges that GovPilot provides the Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a U.S. government agency has a need for rights not granted under these terms, it must negotiate with GovPilot to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.
- k. **Trademarks.** Upon obtaining the other Party's prior written consent in each instance, each Party may use the other Party's name, trademarks, tradenames, service marks, and logos, in its client or service provider list, as applicable, in the same manner in which it uses the names of its other clients and service providers, as applicable.
- l. **Governing Law.** This Agreement will be governed by the laws of the State of New Jersey, without reference to its conflict of laws principles. Any dispute between the Parties regarding this Agreement will be subject to the exclusive venue of the state and federal courts in Hudson County, New Jersey. The Parties hereby consent to the exclusive jurisdiction and venue of such courts and agree not to challenge such venue under any circumstances.

Notes

SELECTED PROCESSES

1. Report a Concern (Code Enforcement)
2. Pet Licensing
3. Permit Application
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

AGENDA ITEM REPORT

Item 6 – Items pulled from Consent

Meeting Date: August 14, 2017

Department: Administration/Finance

Discussion Action

Budgeted Expense: YES NO N/A

Submitted by: Staff

Amount: N/A

Discussion / Justification:

ITEM 6. **DISCUSSION/ACTION** – Consideration of any item(s) pulled from the Consent Agenda above for individual consideration and action.

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 . . .