

City of Ovilla City Council

Rachel Huber, Place One

Dean Oberg, Place Two

David Griffin, Place Three, Mayor Pro Tem

Richard Dormier, Mayor

Doug Hunt, Place Four

Michael Myers, Place Five

John R. Dean, Jr. City Manager

NOTICE OF CITY COUNCIL BRIEFING SESSION

105 S. Cockrell Hill Road, Ovilla, TX 75154

Monday, December 11, 2017

6:00 P.M.

Council Chamber Room

AGENDA

I. CALL TO ORDER

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

III. ADJOURNMENT

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF THE December 11, 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 08th day of December 2017 prior to 6:00 p.m., in compliance with Chapter 551, Texas Government Code.




Pamela Woodall, City Secretary

DATE OF POSTING: 12-08-17 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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John R. Dean, Jr. City Manager

105 S. Cockrell Hill Road, Ovilla, TX 75154

Monday, December 11, 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, December 11, 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

▪ **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. September 2017 Financial Transactions over \$5,000
- C2. Minutes of the November 13, 2017 Briefing Session and Regular Meeting.
- C3. DALLAS COUNTY INCIDENT MODULE SOFTWARE ("DCIM")

IV. REGULAR AGENDA

- ITEM 1. **DISCUSSION/ACTION** – Consider authorizing proposed Resolution R2017-28 executing an optional one-year extension of the depository services agreement between the City of Ovilla and Prosperity Bank.
- ITEM 2. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2017-19 of the City of Ovilla, Texas, to amend specific sections of Chapter 6, Article 6, Section 6.05.008; Chapter 19, Section 19.12C; Chapter 14, Section 35.2D; and Chapter 14, Section 38.5F of the Code of Ordinance of the City of Ovilla; establishing requirements for permanent dumpsters; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.
- ITEM 3. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2017-20 of the City of Ovilla, Texas, repealing Chapter 1, Article 1.02, Section 1.02.008 of the Code of Ordinances of the City of Ovilla, Texas, providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

City of Ovilla City Council

Rachel Huber, Place One

Dean Oberg, Place Two

David Griffin, Place Three, Mayor Pro Tem

Richard Dormier, Mayor

Doug Hunt, Place Four

Michael Myers, Place Five

John R. Dean, Jr. City Manager

ITEM 4. *DISCUSSION/ACTION* – Consideration of and action on Ordinance 2017-21, amending Appendix A, Article A2.000 of the Code of Ordinances of the City of Ovilla, Texas; establishing fees for credit card and bank draft transactions accepted by the City; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

ITEM 5. *DISCUSSION/ACTION* – Consideration of and action on a revised Strategic Plan as reviewed and recommended by the Economic Development Corporation and Park Boards and direct staff as necessary.

ITEM 6. *DISCUSSION/ACTION* – Consideration of and action on the selection of a proposal for a Parks Master Plan.

ITEM 7. *DISCUSSION/ACTION* – Consideration of and action on a fire alarm monitoring agreement with Action Fire Pros.

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

V. DEPARTMENT REPORTS

- **Department Activity Reports / Discussion**
 - Police Department Police Chief B. Windham
 - Monthly Report
 - Fire Department Fire Chief B. Kennedy
 - Monthly Report
 - Public Works Public Works Director B. Piland
 - Monthly Report /Water loss report
 - 1. Monthly Park Maintenance Reports
 - 2. Street Maintenance Report
 - Finance Department Accountant L. Harding
 - October 2017 Financials
 - Bank Balances through December 06, 2017
 - Administration City Secretary P. Woodall
 - City Manager Reports
 - Monthly Municipal Court Report
 - Monthly Code/Animal Control Reports Code/AC Officer M. Dooly

VI. EXECUTIVE SESSION

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

Closed Meeting called pursuant to Texas Government Code §551.071 – Consultation with Attorney

ITEM 9. *DISCUSSION/ACTION* – Closed session pursuant to Section §551.071 of the Texas Government Code: Consultation with city attorney regarding contemplated litigation.

City of Ovilla City Council

*Rachel Huber, Place One
Dean Oberg, Place Two
David Griffin, Place Three, Mayor Pro Tem*

Richard Dormier, Mayor

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

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

ITEM 10. DISCUSSION/ACTION – Deliberate the appointment, employment, evaluation, reassignment and/or duties of the City Manager. (Six-month evaluation)

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

VIII. ADJOURNMENT

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the December 11, 2017 Regular City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.cityofovilla.org, on the 8th day of December 2017 prior to 6:00 p.m., in compliance with Chapter 551, Texas Government Code.



A handwritten signature in blue ink that reads "Pamela Woodall".

Pamela Woodall, City Secretary

DATE OF POSTING: 12-08-2017 TIME: 10:00 am/pm

DATE TAKEN DOWN: _____ TIME: _____ am/pm

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CONSENT ITEMS C1 – C3

Meeting Date: December 11, 2017

Department: Administration/Finance

Discussion Action

Budgeted Expense: YES NO N/A

Submitted by: Staff

Amount: N/A

Attachments:

- C1. September 2017 Financial Transactions over \$5,000
- C2. Minutes of the November 13, 2017 Briefing Session and Regular Meeting.
- C3. DALLAS COUNTY INCIDENT MODULE SOFTWARE (“DCIM”)

Discussion / Justification:

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move to approve the consent items as presented.



DATE: December 11, 2017

TO: Honorable Mayor and Council Members

FROM:
Linda Harding, Accountant

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

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

General Fund				
Date	Check#	Payee	Description	Amount
10/06/2017	46990	Bat Security	FINAL INVOICE FOR SECURITY CAMERAS	7,268.50
10/20/2017	47038	Blackboard Inc.	SOFTWARE ACCESS	5,349.00
10/13/2017	47022	Bureau Veritas North America, Inc.	Inspections	7,418.03
10/20/2017	47039	City of Midlothian	DISPATCH	15,924.00
10/20/2017	47060	City of Midlothian	SRRG/SRT MEMBERSHIP	7,500.00
10/30/2017	47079	City of Ovilla EDC	due to EDC	38,346.32
10/20/2017	47042	Ellis County Precinct #4	E HIGHLAND 4TH MILE BASE AS NEEDED RECLAIM 2 COARSE CHIP SEAL	39,600.00
10/06/2017	47001	Metro Fire Apparatus Specialists, Inc.	COMPLETE SCBA -(REIMB BY FEMA)	143,770.00
10/06/2017	47021	Motorola Solutions Credit Co., LLC	PARTIAL INV. - RADIOS TOTAL - \$187539.19	93,769.60
10/05/2017	DRAFT	QuickBooks Payroll Service	Created by Payroll Service on 10/03/2017	51,336.08
10/19/2017	DRAFT	QuickBooks Payroll Service	Created by Payroll Service on 10/17/2017	54,037.27
10/06/2017	47009	Sam Houston State University	Annual Lease for Crimes Software 10/1/17-9/30/18	15,000.00
10/20/2017	47054	STATE COMPTROLLER	STATE CRIMINAL COST & FEES QTR END 9 30 17	25,887.08
10/06/2017	46980	T. M. R. S.	RETIREMENT	15,818.94
10/20/2017	47055	TEXAS MUNICIPAL LEAGUE IRP	Quarterly TML Insurance Pmt.	16,547.50
10/20/2017	47056	TexasBit	TYPE D MIX - SHADOW WOOD	159,722.75
10/13/2017	47027	United Health Care	HEALTH INSURANCE OCTOBER	11,757.52
10/26/2017	47073	United Health Care	HEALTH INSURANCE NOVEMBER	11,757.52
10/06/2017	47015	United Rental	1.5 ton Roller - Sale # 150623923 000	12,229.00
10/06/2017	46977	United States Treasury	75-1399345 PER END 9 30 17	9,612.12
10/20/2017	47031	United States Treasury	75-1399345 per end 10/14/2017	9,903.50
10/20/2017	47059	Waste Connections of Texas	SOLID WASTE	19,704.36

Total General Fund Transactions \$5,000 and Over \$ 772,259.09

Water & Sewer Fund				
Date	Check#	Payee	Description	Amount
10/20/2017	16937	City of Dallas	Water	\$ 48,119.63
10/20/2017	16938	City of Midlothian	Despatch	\$ 6,826.00
10/6/2017	16919	City of Ovilla General Fund	Payroll	\$ 14,289.70
10/13/2017	16930	City of Ovilla General Fund	Solid Waste	\$ 17,623.27
10/30/2017	16953	City of Ovilla General Fund	Payroll	\$ 12,637.67
10/30/2017	16954	City of Ovilla General Fund	Due to GF	\$ 46,489.63
10/30/2017	16955	City of Ovilla I & S	Due to Debt Service	\$ 24,503.00

Total Water & Sewer Fund Transactions \$5,000 and Over \$ 170,488.90

CITY OF OVILLA MINUTES

Monday, November 13, 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 all Council members were present, constituting a quorum. City Manager John R. Dean, Jr., including 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.

City Manager John Dean gave a brief review of each item on the agenda and answered any questions. PL2 Oberg noted that Consent Item C5 would most likely be pulled for clarification during the regular meeting.

ADJOURNMENT

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

ATTEST:

David Griffin, Mayor Pro Tem

Pamela Woodall, City Secretary

Approved December 11, 2017

CITY OF OVILLA MINUTES

Monday, November 13, 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
Doug Hunt	Council Member, Place 4
Michael Myers	Council Member, Place 5

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

CALL TO ORDER

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

COMMENTS & PRESENTATIONS

1. There were no presentations.

Citizen Comments

1. Mr. Gary Jones, 604 Green Meadows, EDC President: Traffic concerns on Main Street, suggesting a right turn lane.
2. MS Dani Muckleroy, 608 Green Meadows: Spoke on behalf of the Salvation Army and asked for volunteers to ring the bell at the Wal-Mart in Red Oak.

CONSENT AGENDA

- C1. September 2017 Financial Transactions over \$5,000
- C2. Investment Report for quarter ended September 30, 2017
- C3. Committed Fund Balance Report as of September 30, 2017
- C4. Resolution R2017-26 - DCAD (Dallas County Appraisal District) Ballot for fourth member to the Board of Directors
- C5. Resolution R2017-27 - EAD (Ellis Appraisal District) Ballot for member(s) to the Board of Directors
- C6. Annual Interlocal Cooperation Contract between County of Ellis and City of Ovilla
- C7. Minutes of the October 10, 2017 Briefing Session and Regular Meeting.

PL4 Hunt moved to pull Consent Item C5 for clarification and to approve the remaining consent items, seconded by PL2 Oberg.

No oppositions, no abstentions.

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

PUBLIC HEARING

Mayor Dormier read aloud the replat application and opened the public hearing at 6:38 p.m.

- A. A replat/short-form final plat application filed by Mickey Butler and Doris Waters (Butler-Waters Addition) to divide 5.28 acres into two separate residential lots, being Lot 1 (3.62 acres) and Lot 2 (1.52 acres), located in the John Chapman Survey, Abstract 209, more commonly known at 845 E. Highland Road, Ellis County, Ovilla, Texas.
- B. Presentation of Request for replat from Mr. Butler.
 - a. Mr. Butler and MS Waters advised Council that they were unable to take care of the entire property as they continued to age.
- C. Public Hearing to receive comments from the public regarding the request.
 - a. Comments in favor NONE
 - b. Comments in opposition NONE

Mayor Dormier closed the public hearing at 6:39 p.m.

REGULAR AGENDA

ITEM 1. DISCUSSION/ACTION – Consideration of and action on a replat/short-form final plat application filed by Mickey Butler and Doris Waters (Butler-Waters Addition) to divide 5.28 acres into two separate residential lots, being Lot 1 (3.62 acres) and Lot 2 (1.52 acres), located in the John Chapman Survey, Abstract 209, more commonly known at 845 E. Highland Road, Ellis County, Ovilla, Texas.

AS LISTED IN THE PUBLIC HEARING, STAFF SHARED THE BASIC INFORMATION ON THE REQUEST:

SUBDIVISION NAME: BUTLER-WATERS ADDITION
AUTHORIZED AGENT OF RECORD: Mickey Butler and Doris Waters
SURVEYOR/ENGINEER: Great Southwest Land Surveyors (Michael Evans)
APPLICATION DATE: October 18, 2017
LOCATION: 845 E. Highland Road
UTILITIES: Sardis Water / Septic / County Road
ZONING: -
PROPOSED LAND USE: Residential
MAJOR THOROUGHFARE: Highway 664 Ovilla Road

APPLICANT'S PROPOSAL: A request to split 5.28 acres into two separate lots – being Lot 1 - 3.62 acres, and Lot 2 – 1.52 acres in the John Chapman Survey, Abstract 209 and in the extraterritorial jurisdiction of the City of Ovilla, Ellis County, Texas. Taxes on this property are paid up to date. (size difference in the two lots and total on the survey is the roadway dedication)

Staff completed all notice requirements.

PL4 Hunt moved to approve the short form final plat application filed by Mickey Butler and Doris Waters, Butler-Water Addition, 5.28 acres divided into two lots, being Lot 1, (3.62 acres) and Lot 2, (1.52 acres) in the John Chapman Survey, Abstract 209 and in the extraterritorial jurisdiction of the City of Ovilla, Ellis County, Texas, seconded by PL1 Huber.

No oppositions, no abstentions.

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

ITEM 2. DISCUSSION/ACTION – Consideration of and action on a request from Waste Connections of Texas for a CPI (Consumer Price Index) increase of 3.2% for services as outlined in the agreement between the City of Ovilla and Waste Connections of Texas.

Staff received notice by letter that Waste Connections of Texas (Ovilla's refuse service) would enact an annual adjustment to the rate for service based on the change in the Consumer Price Index (CPI), to be effective December 01, 2017. The increase of 3.2% will impact the monthly residential base rate from \$13.26 to \$13.68 per home per month (.42 cent increase). Per the contract agreement, one CPI increase is allowed annually with a 30-day advanced notice. Although Waste Connections states the increase to be effective December 01, based on the date and receipt of the notice from Waste Connections, the earliest effective date would be December 07, therefore staff recommends if Council approves to make the CPI increase effective the January 01, 2018 billing cycle.

PL2 Oberg moved to approve an annual adjustment to the rate for services with Waste Connections for a CPI increase of 3.2%, effective the January 1 utility billing cycle, seconded by Mayor Pro Tem Griffin.

No oppositions, no abstentions.

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

ITEM 3. DISCUSSION/ACTION – Consideration of and action on a revised Strategic Plan and direct staff as necessary.

The Park Board and EDC held a joint meeting July 17, 2017 with each Board revising relative sections of the Strategic Plan as suggested by Council. During the Park Board's November 06 meeting, revisions were confirmed and ready for Council consideration.

Staff recently received the word document to the Strategic Plan from ORASI and will implement those changes upon recommendation by Council. The revised sections for Council's review are specific to the Park Board.

- Remove 1.1 Pop-Up-Park
- Postpone 1.3 Creating a downtown design
- Remove 1.7 Ballfields
- Remove 1.8 Creek walk
- Remove Goal 2

Council's consensus was for staff to review with the EDC, possibly set an order of priorities and return for discussion and consideration.

NO ACTION.

ITEM 4. DISCUSSION/ACTION – Consideration of and action on review and revision to Chapter 10, Article 10, Section 10.02.423 of the Code of Ordinances regarding the mowing of rights-of-way and direct staff as necessary.

Staff asked for clarification regarding the responsibility of rights-of-way mowing. The current Code makes it difficult on staff and residents.

Staff was directed to research the Code, ascertain the cost for either the City to manage (which would require more equipment and possibly employees) or hire a company and return to Council for further discussion in January 2018.

NO ACTION.

ITEM 5. DISCUSSION/ACTION – Consideration of and action to purchase and place road reflectors on Silverwood and Shadowwood Trail, directing staff as necessary.

Mayor Pro Tem Griffin asked to address the placement of raised road reflectors/pavement markers on these streets to aid with night vision safety.

PL2 Oberg moved to direct staff to purchase raised road reflectors for placement on Silverwood and Shadowwood Trail, seconded by Mayor Pro Tem Griffin.

No oppositions, no abstentions.

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

ITEM 6. **DISCUSSION/ACTION** – Consideration of and action to update Article 6.05 Dumpster Regulations and Article 14, Section 38.5 E., Dumpster Screening, of the Ovilla Code of Ordinances pertaining to dumpster screening and direct staff as necessary.

Ovilla's current Code lists "dumpster" under separate Articles. It is the recommendation of staff to ensure any mention of dumpster throughout the Code is consistent and preferably listed under one chapter for easy research and to minimize any chance for conflict. A sample ordinance was presented. Council directed staff to return for Council's consideration with an ordinance similar to the example presented and repeal any conflicts in Ovilla's Code.

NO ACTION.

ITEM 7. **DISCUSSION/ACTION** – Consideration of and action on the need to purchase a speed monitoring device and direct staff as necessary.

During the October 10 Council meeting, staff was asked to research for information and costs associated on speed feedback signs. Police Chief Windham presented the following:

Radar feedback signs offer added awareness to drivers and make them cognizant of their speed. They prove to be most helpful in school zones and roadwork areas, and are great tools for preoccupied or reckless drivers on any road. The signs come in several forms and configurations including trailers, movable signs and permanent signs. In addition, there are hard wired power and solar powered models. Some signs have added features of providing driving data back to the department wirelessly and for providing messages to drivers such as SLOW DOWN and THANK YOU.

NO ACTION.

ITEM 8. **DISCUSSION/ACTION** – Consideration of and action on an amendment to the Engineering Services Agreement with Birkhoff, Hendricks and Carter, LLP, for the Red Oak Creek 12-inch Water Line.

An engineering contract amendment of \$2,500 was submitted by the engineers to complete the project. Staff has asked Birkhoff to make some minor modifications to the creek crossing in hopes of encouraging more bidders. The firm has committed to complete the project regardless of amendment approval or not. The original agreement of \$18,290 was amended by the previous City Manager. If Council approved this increase, would bring the total engineering cost for the project to \$23,790. Mr. Dean's recommendation was to NOT approve the additional funding. The firm has stated that they will complete the project, whether or not Council approves the increased cost.

PL2 Oberg moved to DENY the amendment to the Engineering Services Agreement with Birkhoff, Hendricks and Carter, LLP for the red Oak Creek 12-inch Water Line, seconded by PL4 Hunt.

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.

Following Council's consensus and direction to staff to place all entitled 34 votes on the Official Ballot for Mr. Phil Lynch, PL2 Oberg moved to approve Consent Item C5, seconded by Mayor Pro Tem Griffin. No oppositions, no abstentions.

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

DEPARTMENT REPORTS

- Department Activity Reports were reviewed and discussed.
 - Police Department Police Chief B. Windham
 - Monthly Report
 - 1. The PD is conducting a Toy Drive through December 15.
 - Fire Department No representative present
 - Monthly Report
 - Public Works Public Works Supervisor D. Durham
 - Monthly Report /Water loss report
 - 1. Monthly Park Maintenance Reports
 - 2. Street Maintenance Report
 - Finance Department Accountant L. Harding
 - September 2017 Financials
 - Bank Balances through November 08, 2017
 - Administration
 - City Manager Reports
 - 1. New tracking system is up and operational.
 - 2. City Manager plans to review Code conflicts with Franklin Publishing.
 - 3. Technology Management Services Bid will be posted next week.
 - Monthly Municipal Court Report City Secretary P. Woodall
 - Monthly Code/Animal Control Reports Code/AC Officer M. Dooly

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 None
4. PL3 Griffin None
5. PL4 Hunt None
6. PL5 Myers None
7. City Manager None

ADJOURNMENT

PL2 Oberg moved to adjourn the meeting of November 13, 2017, seconded by PL1 Huber. There being no further business, Mayor Dormier adjourned the meeting at 8:17 p.m.

ATTEST:

Pamela Woodall, City Secretary

Richard Dormier, Mayor

Approved December 11, 2017

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

**FOURTH (4TH) REVISED
MEMORANDUM OF UNDERSTANDING /INTERLOCAL AGREEMENT
("MOU/ILA")
AMONG PARTICIPATING LOCAL GOVERNMENTS
FOR LAW ENFORCEMENT DATA SHARING VIA
DALLAS COUNTY INCIDENT MODULE SOFTWARE ("DCIM")**

This MOU/ILA supersedes and replaces the original Memorandum of Understanding ("MOU"), the First (1st) Revised MOU, the Second (2nd) Revised MOU/ILA, the Third (3rd) Revised MOU/ILA, and any of the supplements or amendments to any prior draft of this MOU/ILA.

**I.
PARTIES**

This MOU/ILA is entered by and among the undersigned participating local governments of the State of Texas ("Participating Local Governments"), acting by and through their respective governing bodies or their respective local law enforcement agencies and Dallas County, Texas ("Dallas County"), pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code to share law enforcement incident data through Dallas County Incident Module Software ("DCIM"). The undersigned Participating Local Governments and any and all other Participating Local Governments of the State of Texas adopting this MOU/ILA upon execution by their governing body or their respective local law enforcement agency as provided for herein may be referred to in this MOU/ILA individually as "Party" and collectively as "Parties."

**II.
RECITALS**

WHEREAS, the Participating Local Governments of the State of Texas desire to fully share and commonly use certain Data owned by the Participating Local Governments for the management of public safety response activities during both emergency and non-emergency operations ("Project"); and

WHEREAS, "Data" shall mean the created and/or submitted data, records and/or information by the Participating Local Governments that is being shared under this ILA for purposes of the Project; and

WHEREAS, Dallas County has acquired the DCIM license from Indico Corp., a business entity in good standing with the Texas Comptroller of Public Accounts, to enable the Parties to carry out the purpose of this MOU/ILA; and

WHEREAS, this MOU/ILA, including all addenda, amendments, exhibits and attachments hereto, set forth the policies, practices and responsibilities of the Participating Local Governments; and

WHEREAS, the Participating Local Governments recognize and adhere to Dallas County's licensing rights to DCIM; and

WHEREAS, the Participating Local Governments, acting by and through their respective governing bodies or respective local law enforcement agency, individually and collectively, do hereby adopt and find the foregoing premises as findings.

NOW, THEREFORE, in consideration of the promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participating Local Governments approving this MOU/ILA agree as follows:

III.

PARTICIPATION BY ADDITIONAL PARTICIPATING LOCAL GOVERNMENTS

Any local government may participate in this MOU/ILA with the mutual administrative approval of Dallas County. Each Participating Local Government will be required to approve and agree to the terms and conditions of this MOU/ILA. The participation of additional Participating Local Governments shall not require the approval of other Participating Local Governments.

IV.

TERM AND WITHDRAWAL

- A. Unless otherwise stated, this MOU/ILA shall remain in effect from the time of its authorized signing until a mutual agreement to terminate by all parties occurs.
- B. A Participating Local Government may withdraw from this MOU/ILA at any time and for any reason by giving thirty (30) days prior written notice to the remaining Participating Local Governments. However, there will be no refund of any amounts or costs previously incurred by the withdrawing Participating Local Government unless expressly agreed in writing otherwise.
- C. Immediate termination of this MOU/ILA shall occur for the Participating Local Government (including, without limitation, the Participating Local Government's employee, officer, subcontractor, agent, or volunteer), who violates any of the security and access provisions in effect for this MOU/ILA. Such Participating Local Government is responsible for correcting the security violation, and for any damages or cost incurred by the Parties as a result of such violation. That Participating Local Government may re-participate upon Dallas County's discretionary administrative approval and after such violation has been corrected so as to prevent future and further violation of the security measures.
- D. The withdrawal or termination of a Participating Local Government from this MOU/ILA does not constitute a withdrawal or termination by the Participating Local Government from any other interlocal government projects.

E. The withdrawal or termination of a Participating Local Government from this MOU/ILA does not affect the validity of this MOU/ILA as to the remaining Participating Local Governments.

V.

DATA OWNERSHIP, ACCESS, SECURITY AND STORAGE

A. Ownership of Data. It is the intention of the Parties that each Participating Local Government will remain the respective custodian and owner for the portion of the Data that it created or submitted for the Project, unless expressly agreed in writing otherwise. Each Party shall retain full rights to its portion of the Data to use without restriction.

B. Use and Disclosure of Data. The Parties acknowledge and agree that the Data shall not be used by the Parties other than in connection with the performance of this MOU/ILA, as required by law, or as contemplated by the Parties under this MOU/ILA. Additionally the Parties agree that the Data shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of the other Parties, their employees, officers, agents, subcontractors, invitees, or assigns in any respect without the express written approval of the respective Participating Local Governments that own the portions of such Data.

Dallas County shall share and report the Participating Local Governments' Data in accordance with the law. Dallas County shall share and report the Participating Local Governments' Data to the centralized National Data Exchange System ("N-DEx"); and

C. Responding to the Public's Requests for Information or Data. The owner Party of the respective portion of the requested Data shall be responsible for responding to the requests for such Data. In the event a Participating Local Government receives a request for Data belonging to another Party, the request must be forwarded by the receiving Party to the owner Party or Parties involved within three (3) business days of receipt. Participating Local Governments shall contractually bind other entities or subcontractors who have access to DCIM and Data under this MOU/ILA to observe the same restrictions on the use and disclosure of Data belonging to other Parties in accordance with this MOU/ILA.

D. Data Storage. Dallas County shall provide a secured redundant data storage for law enforcement Data covered under this MOU/ILA. This data storage includes approved law enforcement records from each Participating Local Government. Data storage is backed up nightly by Dallas County Technical Services and by Dallas County Database Administration. Database audit record will be retained by the system for ninety (90) days only. The Dallas County Database Administration will provide support to the DCIM data bases and/or data warehouse.

E. Interfaces. Each Party is responsible for developing and maintaining its interfaces to the DCIM system.

F. Security and Access of Data.

- 1) Each Participating Local Government must define and set security and access rules for itself that will limit access or use of database to specified law enforcement personnel, for law enforcement purposes only, and that will minimally meet the standards outlined in the sample Security and Access of Data Procedure outlined in Exhibit A, which is attached and incorporated into this MOU/ILA for all purposes by reference.
- 2) Dallas County shall require every Participating Local Government's agents, employees, contractors, or subcontractors who will have access or potentially have access to Criminal Justice Information (CJI) pursuant to this MOU/ILA to execute the CJIS Security Addendum in accordance with the Federal Bureau of Investigation CJIS Policy 5.5, as amended. The CJIS Security Addendum is attached as Exhibit B to this MOU/ILA and incorporated herein by reference. The CJIS Security Addendum shall be executed by all Participating Local Government's agents, employees, contractors, or subcontractors performing services, supervision, work, labor, or other related activities pursuant to this MOU/ILA before obtaining access or potential access to systems processing, storing or transmitting CJI. All Parties to this MOU/ILA are responsible for their individual compliance with the Federal Bureau of Investigation's CJIS policy and Texas Department of Public Safety policies, as amended.

Furthermore, Dallas County in its sole discretion shall make a determination based upon Texas Commission on Law Enforcement (TCOLE) peace officer criminal history screening rules (Title 37, Texas Administrative Code, Chapter 217) to determine eligibility for systems access for all Participating Local Government's agents, employees, contractors, or subcontractors related to this MOU/ILA. This shall include criminal background checks and fingerprint identification.

G. Survival. The provisions of this Article V shall survive any termination, cancellation, withdrawal, or expiration of this ILA.

VI. MAINTENANCE AND HELPDESK

DCIM was built with hardware and software redundancy. Unless there is a production problem, new software release upgrade, and/or regulatory updates, the system runs "24/7." Participating Local Governments' will report any access and software problems through their respective DCIM Administrators. The DCIM Administrators will be able to report problems through contacting the Dallas County Help Desk on the DCIM Contact List.

Any system down issue must be first addressed with Participating Local Government IT and/or Network Services before they may be reported to the Dallas County Help Desk. Dallas County IT Network Services will report any system-down occurrence and subsequent back-to-running status to each Party's DCIM Administrator for the Party's internal distribution.

Access password and I.D. problems will be handled by the Party's DCIM Administrator. Functional access in the DCIM is dependent upon role and responsibilities of the law enforcement position. Unless Dallas County has provided network access or internet pipes to DCIM, each Participating Local Government is responsible for its interface software and network.

Dallas County shall:

- Provide a minimum of 256 bit encryption security
- Provide Backup databases
- Maintain hardware, DCIM, and databases
- Provide limited "training to the trainers"

VII.
WARRANTIES

No Party to this MOU/ILA warrants the availability, accuracy, quality, reliability or fitness for a particular purpose of any Data made available under this MOU/ILA. Third party warranties or guarantees may inure to the benefit of the parties to a particular project if such are contractually secured as part of such project; however, no Party to this MOU/ILA shall be held liable for a warranty or guarantee offered by a third party, if any. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty or merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed by all Parties to this MOU/ILA to the maximum extent permitted by applicable law.

Survival. This Article VII. shall survive any termination, cancellation, withdrawal, or expiration of this MOU/ILA.

VIII.
LIMITATIONS OF USE OF DCIM

The DCIM and related resources that have been made accessible through this MOU/ILA, and shall only be used for the specific purpose under this MOU/ILA, and shall not be made available to other persons or entities not a Party to this MOU/ILA. No party may license, sublicense, lease, sell, resell, transfer, assign, or distribute a resource, license, or intellectual property being used under this MOU/ILA except as may be permitted by this MOU/ILA or another controlling written agreement.

Survival. The provisions of this Article VIII shall survive any termination, cancellation, withdrawal, or expiration of this MOU/ILA.

IX.
NOTICE

Any and all notices to be given under this MOU/ILA by a Participating Local Government shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or certified mail, return receipt requested, postage pre-paid, to the Parties at the addresses set forth on the signatory pages below or to such other addresses designated in writing to all the Participating Local Governments. Any notice required hereunder shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

X.
AMENDMENT

This MOU/ILA may not be amended except in a written instrument specifically referring to this MOU/ILA and signed by the Parties hereto. Any modification, alteration, addition or deletion to the terms of this MOU/ILA which are required by changes in federal or state law are automatically incorporated herein without written amendment to this MOU/ILA and shall be effective on the date designated by said law.

XI.
CURRENT REVENUE

The Parties hereby warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of each Party hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this MOU/ILA, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues and resources available to each paying Party. The Parties hereby warrant that no debt is created by this MOU/ILA.

XII.
FISCAL FUNDING

The obligations of the Participating Local Governments pursuant to this MOU/ILA are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this MOU/ILA without penalty in the event funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding, unless expressly agreed in writing by the affected Parties.

XIII.
APPLICABLE LAW

This MOU/ILA shall be expressly subject to the participating Parties' sovereign immunity and other governmental immunity and all applicable federal and state law. This MOU/ILA shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall lie exclusively in Dallas County, Texas.

XIV.
SEVERABILITY

In the event that one or more of the provisions contained in the MOU/ILA shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the MOU/ILA shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this MOU/ILA, which shall remain in force and effect.

XV.
ASSIGNMENT

The Parties may not assign their respective rights and duties under this MOU/ILA without the prior written consent and/or approval of the remaining Participating Local Governments, even if such assignment is due to a change in ownership or affiliation. Any assignment attempted without such prior consent and/or approval by the remaining Participating Local Governments shall be null and void.

Survival. The provisions of this Article XV shall survive any termination, cancellation, withdrawal, or expiration of this MOU/ILA.

XVI.
ENTIRE AGREEMENT

This MOU/ILA, including any and all exhibits, attachments, and/or addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter herein between the Parties and supersedes any prior agreement or other agreement concerning the subject matter of this transaction, whether oral or written. Each Party acknowledges that the other Parties, or anyone acting on behalf of the other Parties, have made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this MOU/ILA, expressly or by incorporation.

XVII.
RESPONSIBILITIES

All Parties agree to be responsible each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this MOU/ILA without waiving any sovereign immunity, governmental immunity or other defenses available to the Parties under

federal or State 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. All Parties agree that any such liability or damages occurring during the performance of this MOU/ILA caused by the joint or comparative negligence of the Parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.

[SIGNATORY PAGES SHALL FOLLOW]

XVIII.
BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

By signing this page, each Participating Local Government or Party represents that it has the full right, power and authority to enter and perform this *Fourth (4th) Revised Memorandum of Understanding/Interlocal Agreement ("MOU/ILA") Among Participating Local Governments for Law Enforcement Data Sharing Via DCIM* in accordance with all of the terms and conditions, and that the execution and delivery of this MOU/ILA has been made by an authorized representative of each Party to validly and legally bind the same Party to all terms, performances and provisions set forth in this MOU/ILA.

COUNTY OF DALLAS

Name: Clay Lewis Jenkins

Title: Dallas County Judge

Date: _____ / _____ / 20_____

Contact Name & Address: Stanley Victrum, CIO

Dallas County Information Technology

1201 Elm Street, Suite 2400-A

Dallas, Texas 75207

Phone: (214) 653-7603

Email: alice.sweet@dallascounty.org

APPROVED AS TO FORM*:

FAITH JOHNSON
DISTRICT ATTORNEY

Randall Miller
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 lease, 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).

XVIII.
BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

By signing this page, each Participating Local Government or Party represents that it has the full right, power and authority to enter and perform this *Fourth (4th) Revised Memorandum of Understanding/Interlocal Agreement ("MOU/ILA") Among Participating Local Governments for Law Enforcement Data Sharing Via DCIM* in accordance with all of the terms and conditions, and that the execution and delivery of this MOU/ILA has been made by an authorized representative of each Party to validly and legally bind the same Party to all terms, performances and provisions set forth in this MOU/ILA.

COUNTY/CITY/TOWN OF _____

Name: _____

Title: _____

Date: _____ / _____ / 20 _____

Contact Name & Address: _____

Phone: (_____) _____

Email: _____

EXHIBIT A

GENERAL SECURITY AND ACCESS OF DATA PROCEDURES

The following list serves as minimum requirements for the security and access of law enforcement data via DCIM pursuant to this MOU/ILA among the Participating Local Governments.

- Each Participating Local Government (“PLG”) must actively take responsibility for the management and the security of its Data. Data sharing among PLGs via the Dallas County Incident Module Software (“DCIM”) will depend on adhering to professional standards, integrity, communication, and cooperation.
- Each PLG must establish review and approval procedures for Data relating to Incidents, Arrests, and Offenses.
- Each PLG is responsible for the maintenance of its interfaces to the DCIM and for securing (256 bit encrypted or more) communications to DCIM.
- Each PLG must establish review and approval procedures for its user access. Each PLG must assign a unique DCIM ID and Password to each authorized user for purposes of an audit trail.
- Under each PLG’s highest local executive authority, the respective DCIM Administrator controls and maintains the user access to DCIM. The DCIM Administrator will:
 - Only authorize access to employees of Administrator’s PLG, and maintain a current list of authorized users
 - Review and update all of the ORG-IDs system tables and individual user’s access, roles, and permissions
 - Ensure PLG’s sensitive public integrity reports are correctly flagged and/or encrypted in DCIM
 - Immediately cancel user’s access to DCIM when user is no longer associated with PLG or is placed on administrative leave
 - Act as primary contact to Dallas County Help Desk and Dallas County’s contractor, including Indico Help Desk, on access problems and / or application issues
 - Act as the main contact for testing support, update notification, and testing of new releases and production issues
 - Organize all appropriate training
 - Monitor DCIM use and abuse by own users

EXHIBIT B

Agency Identification

Agency Name DALLAS COUNTY SHERIFF'S DEPARTMENT	ORI TX0570000	
Agency Address 133 N. RIVERFRONT BLVD.		
City DALLAS	Zip 75207	
Agency Representative (Title and Name) LT. BRYAN T. SHERMAN #553		
Phone Number 214-653-2686	Fax Number	
Email address bsherman@dallascounty.org		
<i>Contractor Identification</i>		
Company Name	Service Providing Agency	
Company Address		
City	State	Zip
Contractor Representative (Title and Name)		
Phone Number	Fax Number	
Email address		

Visit our website www.dps.texas.gov/securityreview for information on submitting vendor/contractor fingerprints.

Email can be sent to: security.committee@dps.texas.gov

Main office number is: (512) 424-5686

Parties may use the following Security Addendum with the Texas Signatory Page or, in their contract, choose to incorporate the Security Addendum by reference. If the Addendum is incorporated by reference into the contract, a copy of the contract must be provided to the TX DPS CJIS Security Office.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM
Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a) (7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1)under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM
CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Signature of Contractor Employee

Date

Printed or Typed Contractor Employee Name

Sex: _____ Race: _____ DOB: _____ State/ID or DL: _____

Signature of Contractor Representative

Date

Printed or Typed Name of Contractor Representative

Organization Name and Representative's Title

Texas Signatory Page

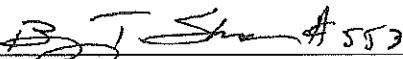
The undersigned parties agree that the *Security Addendum* is now a part of the contract between the entities. The parties agree to abide by all requirements of the *Security Addendum* and the *CJIS Security Policy*, and it shall remain in force for the term of the contract. Any violation of this addendum constitutes a breach of the contract.

To the extent there is a conflict between a confidentiality clause in the underlying contract and the *Security Addendum* and/or the *CJIS Security Policy*, the *Security Addendum* and the *CJIS Security Policy* shall govern any information covered by the *Security Addendum* and/or the *CJIS Security Policy*.

(To be signed and dated by the vendor and law enforcement agency representative(s) who signed the original contract, or at least who have authority to bind each entity.)

Bryan T. Sherman #553

Printed Name of Agency Representative

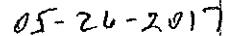

Signature of Agency Representative

Lt. / DCIM

Title

Dallas County Sheriff's Department TX0570000

Agency Name and ORI


05-26-2017

Date

Printed Name of Vendor (Contractor) Representative

Signature of Vendor (Contractor) Representative

Title

Vendor Organization Name

Date

AGENDA ITEM REPORT

Item 1

Meeting Date: December 11, 2017

Discussion Action

Submitted By: John R. Dean Jr., CM

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

Department: Administration/Finance

Budgeted Expense: YES NO N/A

Amount: N/A

Attachments:

1. Copy of Resolution R2015-007 authorizing Agreement with Prosperity
2. Email from Prosperity to extend additional year
3. Resolution R2017-28 - authorizing extension

Agenda Item / Topic:

ITEM 1. **DISCUSSION/ACTION** – Consider authorizing proposed Resolution R2017-28 executing an optional one-year extension of the depository services contract between the City of Ovilla and Prosperity Bank.

Discussion / Justification:

The City's depository agreement with Prosperity Bank began June 2015 for a period not to exceed 5-years. Following an initial contract term (3-years), the agreement provides for two optional, one-year renewals, awarded one-year at a time. This one-year renewal to May 2018 represents the first of two optional extensions. The agreement is automatically extended upon mutual agreement between the City and Prosperity Bank. The conditions in the optional extension(s) remain the same as the contract.

** Staff contacted Prosperity Bank to verify their intent in renewing the existing contract.

Recommendation / Staff Comments:

Staff recommends approval of Resolution R2017-28.

Sample Motion(s):

I move to approve/deny RESOLUTION R2017-28 executing a one-year extension of the Depository Agreement between the City of Ovilla and Prosperity Bank as presented.

RESOLUTION NO. R2015-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF OVILLA, TEXAS, AN AGREEMENT BY AND BETWEEN THE CITY OF OVILLA, TEXAS AND PROSPERITY BANK FOR OFFICIAL BANK DEPOSITORY SERVICES, EFFECTIVE June 01, 2015.

* * * * *

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

Section 1. The City Council of the City of Ovilla hereby authorizes the Mayor to execute an Agreement for by and between the City of Ovilla, Texas, and Prosperity Bank for office bank depository services for the City of Ovilla.

Section 2. The Agreement shall commence on June 01, 2015 and shall remain in effect for three years, with two optional one-year renewals at the same terms and conditions.

Section 3. A copy of said Prosperity Bank Agreement by and between the City of Ovilla, Texas and Prosperity Bank is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this 09 day of March 2015.

ATTEST: Pamela Woodall
Pamela Woodall, CITY SECRETARY

APPROVED: Richard Dormier
Richard Dormier, MAYOR



Linda Harding

From: Jo Ann Brewer (67) <JoAnn.Brewer@prosperitybankusa.com>
Sent: Monday, November 20, 2017 9:59 AM
To: Linda Harding
Subject: RE: Bank Agreement

If you are requesting an extension in your provision in the Bid Agreement we would certainly agree to it. We will prepare an extension for you to execute around the time the bid matures.

Let me know if you have any more questions, and have a great day!

Jo Ann Brewer
Prosperity Bank®
Banking Center President
500 N. I-35 Service Road
Red Oak, Texas 75154



(972) 617-1509 Direct
(469) 323-6134 Cell

(972) 617-2002 Fax
NMLS ID#584052

www.prosperitybankusa.com

NYSE Stock Symbol: PB

RESOLUTION NO. R2017-28

* * * *

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A ONE-YEAR EXTENSION OF THE DEPOSITORY SERVICE AGREEMENT BETWEEN THE CITY OF OVILLA AND PROSPERITY BANK.

WHEREAS, the City of Ovilla awarded Prosperity Bank a Depository Service Agreement in June 2015, as authorized by Chapter 105 of the Texas Local Government Code; and

WHEREAS, the initial term of the Agreement is set to expire on May 31, 2018 and the Agreement allows for two, one-year extensions under the same Agreement terms and conditions, with mutual agreement of both parties; and

WHEREAS, the City and Prosperity Bank mutually agree to a one-year extension continuing depository services through May 31, 2019, with a one-year optional extension remaining; and

WHEREAS, this meeting is open to the public as required by law, and public notice of the time, place, and purpose of this meeting was given as required by the Texas Open Meetings Act, Chapter 551, Government Code.

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

SECTION 1. That the City Council authorizes the first of two, one-year extensions of the Depository Service Agreement currently in effect with Prosperity Bank for another year; through May 31, 2019.

SECTION 2. That this resolution shall take effect from and after its passage, and it is so resolved.

Passed, Approved and Adopted by the City Council of the City of Ovilla, Texas, this 11 day of December 2017.

APPROVED:

Richard Dormier, MAYOR

ATTEST:

Pamela Woodall, CITY SECRETARY

AGENDA ITEM REPORT

Item 2

Meeting Date: December 11, 2017

Discussion Action

Submitted By: John R. Dean Jr., CM

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

Department: Administration/Code

Budgeted Expense: YES NO N/A

Amount: N/A

Attachments:

1. Ordinance 2017-19

Agenda Item / Topic:

ITEM 2. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2017-19 of the City of Ovilla, Texas, to amend specific sections of Chapter 6, Article 6, Section 6.05.008; Chapter 19, Section 19.12C; Chapter 14, Section 35.2D; and Chapter 14, Section 38.5F of the Code of Ordinance of the City of Ovilla; establishing requirements for permanent dumpsters; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

Discussion / Justification:

As directed by the City Council at the November Council meeting staff has prepared an ordinance amending the Code of Ordinances regarding dumpster screening. This Ordinance will make the dumpster screening requirements consistent throughout the Code.

Recommendation / Staff Comments:

Staff recommends adoption of the Ordinance.

Sample Motion(s):

I move to approve/deny Ordinance 2017-19 of the City of Ovilla, Texas to amend specific sections of Chapter 6, Article 6, Section 6.05.008; Chapter 19, Section 19.12C; Chapter 14, Section 35.2D; and Chapter 14, Section 38.5F of the Code of Ordinance of the City of Ovilla; establishing requirements for permanent dumpsters; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, TO AMEND SPECIFIC SECTIONS OF CHAPTER 6, ARTICLE 6, SECTION 6.05.008; CHAPTER 19, SECTION 19.12.C; CHAPTER 14, SECTION 35.2.D; AND CHAPTER 14, SECTION 38.5.E. OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA; ESTABLISHING REQUIREMENTS FOR PERMANENT DUMPSTERS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERANCE CLAUSE; PROVIDING FOR INCORPORATION INTO THE OVILLA CODE OF ORDINANCES; PROVIDING FOR IMMEDIATE EFFECT; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council has found inconsistencies within the Code of Ordinances regarding the screening requirements for permanent dumpsters; and

WHEREAS, the City Council of Ovilla wishes to make the screening requirements for permanent dumpsters consistent throughout the City of Ovilla, Texas; and

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

SECTION 1.

AMENDMENT OF CHAPTER 6, ARTICLE 6, SECTION 6.05.008; CHAPTER 19, SECTION 19.12.C; CHAPTER 14, SECTION 35.2.D; AND CHAPTER 14, SECTION 38.5.E. OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA, TEXAS

(a) CHAPTER 6, ARTICLE 6, SECTION 6.05.008 of the Code of Ordinances of the City of Ovilla, Texas, is hereby amended to read as follows:

Screening of waste containers/dumpsters.

Waste containers/dumpsters shall be located on the side or rear of the building and screened from public view or any public street.

Waste containers/dumpsters shall be located outside of the required building setback areas and when adjacent to residentially zoned property, must be located at least fifty (50) feet away from residential property lines.

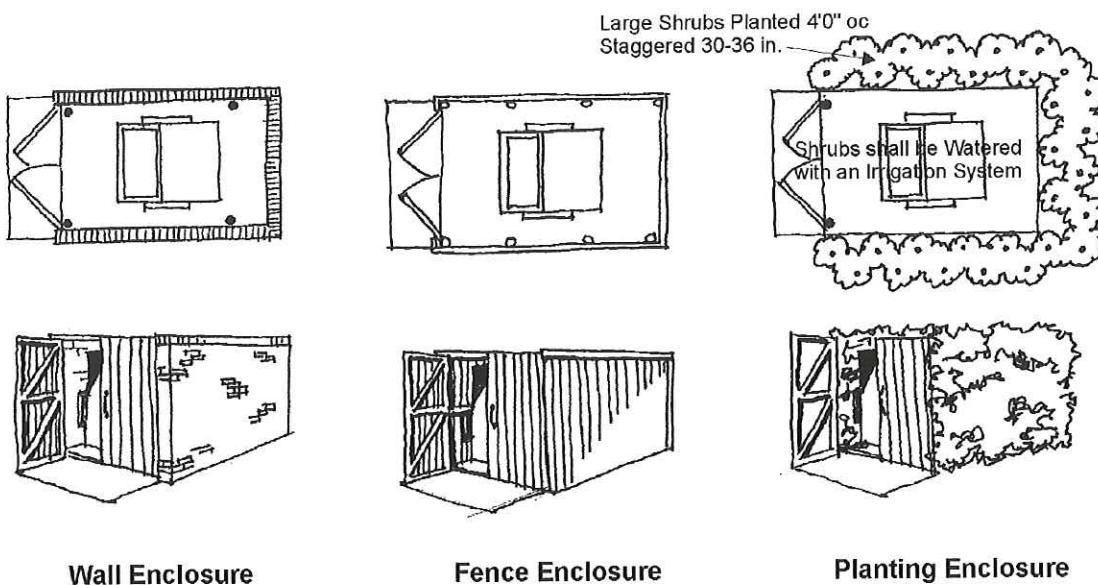
Waste containers shall be screened on three (3) sides, using an enclosure that is seven (7) feet tall or of a height that is a minimum of one (1) foot above the top of the dumpster, whichever is taller. Screening shall be comprised of:

Brick, stone, decorative concrete block, reinforced concrete, or other similar masonry materials that have a similar finish to the primary building facade finish; or

Redwood, cedar, preservative pressure treated wood, or other similar materials, screened with large shrubs planted four (4) feet on center and staggered thirty (30) to thirty-six (36) inches. Shrubs shall be watered with an irrigation system;

Fence posts shall be rust-protected metal, masonry or concrete; and six-inch concrete filled steel pipes, painted in a neutral color, shall be located to protect the enclosure from truck operations;

Gates are not required to be installed.



(b) CHAPTER 19, SECTION 19.12.C of the Code of Ordinances of the City of Ovilla, Texas, is hereby amended to read as follows:

Screening of waste containers/dumpsters.

Waste containers/dumpsters shall be located on the side or rear of the building and screened from public view or any public street.

Waste containers/dumpsters shall be located outside of the required building setback areas and when adjacent to residentially zoned property, must be located at least fifty (50) feet away from residential property lines.

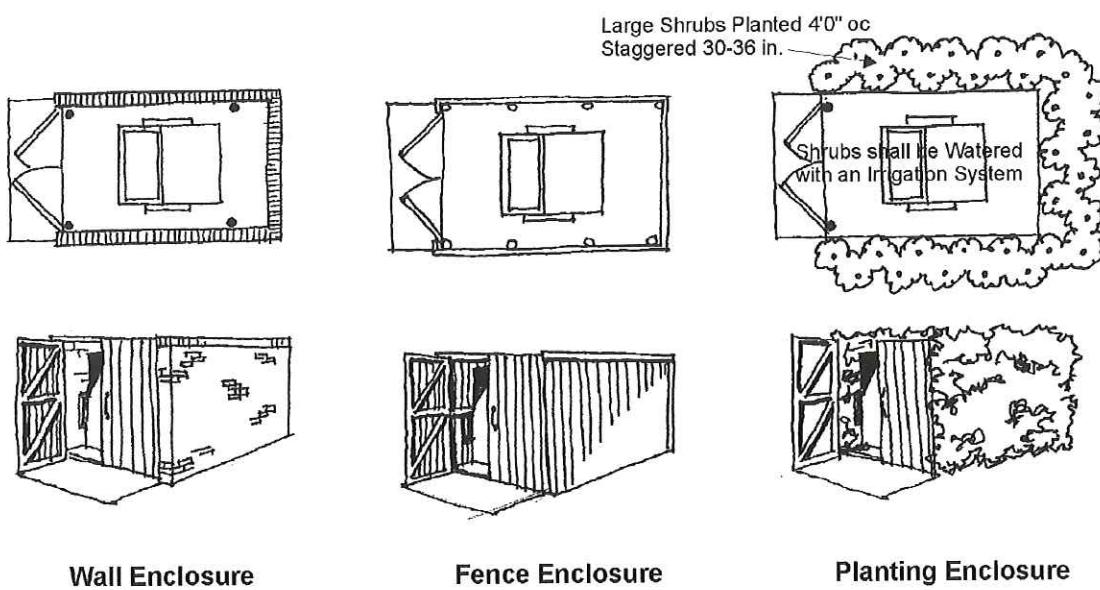
Waste containers shall be screened on three (3) sides, using an enclosure that is seven (7) feet tall or of a height that is a minimum of one (1) foot above the top of the dumpster, whichever is taller. Screening shall be comprised of:

Brick, stone, decorative concrete block, reinforced concrete, or other similar masonry materials that have a similar finish to the primary building facade finish; or

Redwood, cedar, preservative pressure treated wood, or other similar materials, screened with large shrubs planted four (4) feet on center and staggered thirty (30) to thirty-six (36) inches. Shrubs shall be watered with an irrigation system;

Fence posts shall be rust-protected metal, masonry or concrete; and six-inch concrete filled steel pipes, painted in a neutral color, shall be located to protect the enclosure from truck operations;

Gates are not required to be installed.



(c) CHAPTER 14, SECTION 35.2.D of the Code of Ordinances of the City of Ovilla, Texas, is hereby amended to read as follows:

Screening of waste containers/dumpsters.

Waste containers/dumpsters shall be located on the side or rear of the building and screened from public view or any public street.

Waste containers/dumpsters shall be located outside of the required building setback areas and when adjacent to residentially zoned property, must be located at least fifty (50) feet away from residential property lines.

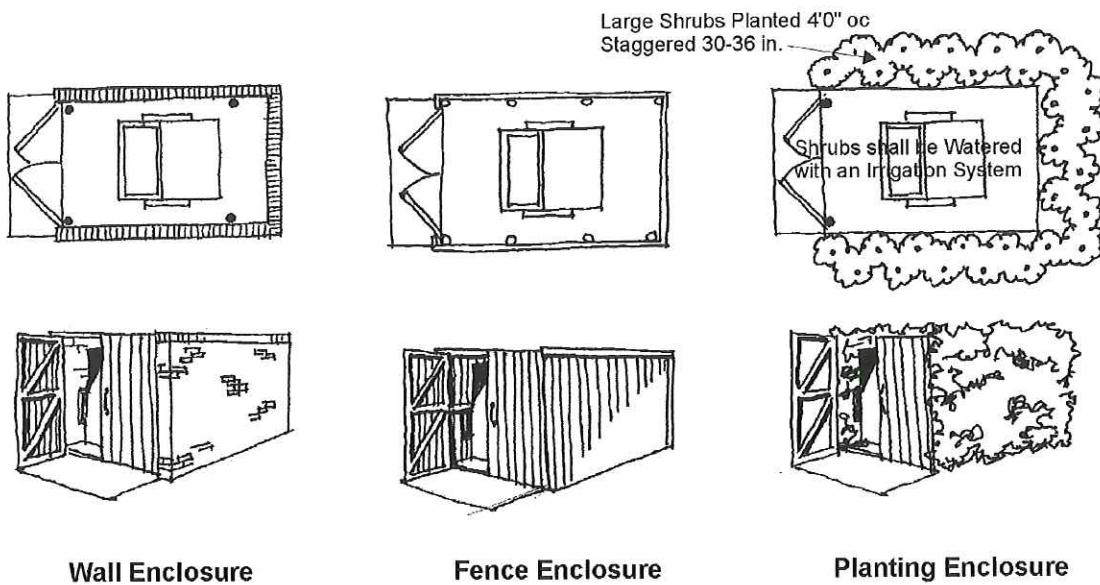
Waste containers shall be screened on three (3) sides, using an enclosure that is seven (7) feet tall or of a height that is a minimum of one (1) foot above the top of the dumpster, whichever is taller. Screening shall be comprised of:

Brick, stone, decorative concrete block, reinforced concrete, or other similar masonry materials that have a similar finish to the primary building facade finish; or

Redwood, cedar, preservative pressure treated wood, or other similar materials, screened with large shrubs planted four (4) feet on center and staggered thirty (30) to thirty-six (36) inches. Shrubs shall be watered with an irrigation system;

Fence posts shall be rust-protected metal, masonry or concrete; and six-inch concrete filled steel pipes, painted in a neutral color, shall be located to protect the enclosure from truck operations;

Gates are not required to be installed.



(d) CHAPTER 14, SECTION 38.5.E of the Code of Ordinances of the City of Ovilla, Texas, is hereby amended to read as follows:

Screening of waste containers/dumpsters.

Waste containers/dumpsters shall be located on the side or rear of the building and screened from public view or any public street.

Waste containers/dumpsters shall be located outside of the required building setback areas and when adjacent to residentially zoned property, must be located at least fifty (50) feet away from residential property lines.

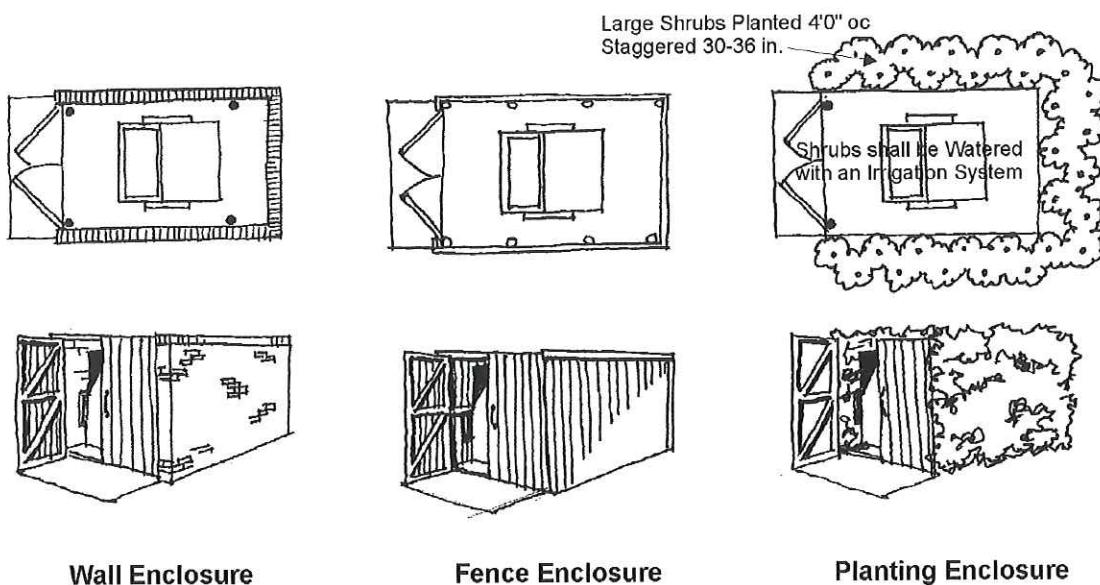
Waste containers shall be screened on three (3) sides, using an enclosure that is seven (7) feet tall or of a height that is a minimum of one (1) foot above the top of the dumpster, whichever is taller. Screening shall be comprised of:

Brick, stone, decorative concrete block, reinforced concrete, or other similar masonry materials that have a similar finish to the primary building facade finish; or

Redwood, cedar, preservative pressure treated wood, or other similar materials, screened with large shrubs planted four (4) feet on center and staggered thirty (30) to thirty-six (36) inches. Shrubs shall be watered with an irrigation system;

Fence posts shall be rust-protected metal, masonry or concrete; and six-inch concrete filled steel pipes, painted in a neutral color, shall be located to protect the enclosure from truck operations;

Gates are not required to be installed.



SECTION 2. SAVINGS CLAUSE

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

SECTION 3. SEVERANCE CLAUSE

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

SECTION 4. INCORPORATION INTO THE CODE OF ORDINANCES

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

SECTION 5. EFFECTIVE DATE

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

SECTION 6. PUBLICATION

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

PASSED, ADOPTED and APPROVED by the City Council of Ovilla, Texas, on this the 11th day of December 2017.

Richard Dormier, Mayor

ATTEST:

Pamela Woodall, City Secretary

APPROVED AS TO FORM:

Ron G. MacFarlane, Jr., City Attorney

AGENDA ITEM REPORT

Item 3

Meeting Date: December 11, 2017

Discussion Action

Submitted By: John R. Dean Jr., CM

Reviewed By: City Manager City Secretary City Attorney

Accountant

Department: Administration/Code

Budgeted Expense: YES NO N/A

Amount: N/A

Attachments:

1. Ordinance 2017-20
2. Attorney General opinion with Attachment A (City of Ovilla Code, Section 1.02.008)

Agenda Item / Topic:

ITEM 3. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2017-20 of the City of Ovilla, Texas, repealing Chapter 1, Article 1.02, Section 1.02.008 of the Code of Ordinances of the City of Ovilla, Texas, providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

Discussion / Justification:

The City Attorney, TML Legal Staff, and the Texas Attorney General have all issued opinions that the City cannot collect HOA fees for the associations. Therefore, we have prepared an Ordinance repealing the section of the Code that covers established the practice.

Recommendation / Staff Comments:

Staff recommends adoption of the Ordinance.

Sample Motion(s):

I move to approve/deny Ordinance 2017-20 of the City of Ovilla, Texas, repealing Chapter 1, Article 1.02, Section 1.02.008 of the Code of Ordinances of the City of Ovilla, Texas, providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

ORDINANCE NO. 2017-20

AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, REPEALING CHAPTER 1, ARTICLE 1.02, SECTION 1.02.008 OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERANCE CLAUSE; PROVIDING FOR INCORPORATION INTO THE OVILLA CODE OF ORDINANCES; PROVIDING FOR IMMEDIATE EFFECT; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Ovilla, Texas, approved contracts with certain Home Owner's Associations for the City to collect annual home owners' fees for the organizations; and

WHEREAS, the City Council of Ovilla requested legal opinions from the City Attorney, Texas Municipal League, and the Texas State Attorney General regarding the legality of collecting home owners' association fees; and

WHEREAS, it was the opinion of all legal reviewers that a City cannot collect fees for a home owners' association; and

WHEREAS, the City Council finds and determines it is in the best interest of the citizens of the City of Ovilla to end the practice of collecting fees for home owners' associations.

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

SECTION 1. AMENDMENT OF CHAPTER 1, ARTICLE 1.02, SECTION 1.02.008 OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA, TEXAS

Chapter 1, Article 1.02, Section 1.02.008 of the Code of Ordinances of the City of Ovilla, Texas, is hereby repealed in its entirety.

SECTION 2. SAVINGS CLAUSE

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

SECTION 3. SEVERANCE CLAUSE

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

SECTION 4. INCORPORATION INTO THE CODE OF ORDINANCES

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

ORDINANCE NO. 2017-20

SECTION 5. EFFECTIVE DATE

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

SECTION 6. PUBLICATION

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

PASSED, ADOPTED and APPROVED by the City Council of Ovilla, Texas, on this the 11th day of December 2017.

Richard Dormier, Mayor

ATTEST:

Pamela Woodall, City Secretary

APPROVED AS TO FORM:

Ron G. MacFarlane, Jr., City Attorney



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

November 13, 2017

The Honorable Patrick M. Wilson
Ellis County and District Attorney
109 South Jackson
Waxahachie, Texas 75165

Opinion No. KP-0171

Re: Whether a Type A general-law municipality may collect dues on behalf of homeowners associations in exchange for partial payment of the municipality's accounting expenses (RQ-0163-KP)

Dear Mr. Wilson:

You ask whether a Type A general-law municipality may collect dues on behalf of homeowners associations ("HOAs") in exchange for partial payment of the municipality's accounting expenses.¹ The brief attached to your request states that the City of Ovilla (the "City") is a Type A general-law municipality. Brief at 1; *see also* TEX. LOC. GOV'T CODE §§ 5.001, 6.001. The brief explains that pursuant to the City's agreements with two HOAs, the City's monthly water utility bill to these HOA members includes a charge for their monthly HOA dues. Brief at 1–2. The City disburses the dues to the respective HOAs, which in return pay the City for a portion of the City's accounting software maintenance and service costs. *Id.* at 2. According to the brief, the "accounting software was not needed for the collection and accounting of water utility bills; it was purchased exclusively for the purpose of accounting for the collection of HOA member dues." *Id.* at 1 n.1. The brief states that the City now questions whether it may lawfully continue to provide dues collection services to the HOAs. *Id.* at 2.

We begin by considering the nature of HOA dues. As pertinent here, an HOA, also known as a property owners association, is an incorporated or unincorporated association that

- (A) is designated as the representative of the owners of property in a residential subdivision;
- (B) has a membership primarily consisting of the owners of the property covered by the dedicatory instrument for the residential subdivision; and

¹See Letter from Honorable Patrick M. Wilson, Ellis Cty. & Dist. Att'y, to Honorable Ken Paxton, Tex. Att'y Gen. at 1 (May 22, 2017) and attached brief from Mr. Ron G. MacFarlane, Jr., on behalf of the City of Ovilla (May 17, 2017), <https://www.texasattorneygeneral.gov/opinion/requests-for-opinions-rqs> ("Request Letter" and "Brief," respectively).

(C) manages or regulates the residential subdivision for the benefit of the owners of property in the residential subdivision.

TEX. PROP. CODE § 209.002(7); *see also id.* § 209.003(a)–(b) (stating that chapter 209 applies only to a residential subdivision subject to restrictions in a declaration making HOA membership mandatory and authorizing HOA assessments on property in the subdivision). An HOA’s dedicatory instrument governs “the establishment, maintenance, and operation of a residential subdivision,” and restrictive covenants in the dedicatory instrument obligate property owners to pay assessments to the HOA. *Id.* § 209.002(4). A regular assessment, including dues, must be “designated for use by the [HOA] for the benefit of the residential subdivision as provided by” restrictive covenants in a dedicatory instrument filed in appropriate property records. *Id.* § 209.002(8)–(11). An HOA may use a special assessment, including dues, for certain capital improvements in or maintenance and improvement of common areas, or “other purposes of the [HOA] as stated in its articles of incorporation or the dedicatory instrument for the residential subdivision.” *Id.* § 209.002(12)(C). In sum, the obligation to pay HOA dues derives from a contractual relationship among private property owners and their representative, the HOA; the HOA must use dues only for the benefit of the private property owners. *See generally Baywood Estates Prop. Owners Ass’n, Inc. v. Caolo*, 392 S.W.3d 776, 782–84 (Tex. App.—Tyler 2012, no pet.) (enforcement of HOA assessments through restrictive covenants); *Harris Cty. Flood Control Dist. v. Glenbrook Patiohome Owners Ass’n*, 933 S.W.2d 570, 580 (Tex. App.—Houston [1st Dist.] 1996, writ denied) (stating that HOA covenants and restrictions are construed according to the same construction principles applicable to contracts); *Boudreaux Civic Ass’n v. Cox*, 882 S.W.2d 543, 547 (Tex. App.—Houston [1st Dist.] 1994, no writ) (stating that restrictive covenants for property owners to pay a subdivision’s maintenance fee are “treated as contracts among the parties”).

Next, we consider the authority of a general-law municipality such as the City. “General-law municipalities . . . are political subdivisions created by the State and, as such, possess those powers and privileges that the State expressly confers upon them.” *Tex. Dep’t of Transp. v. City of Sunset Valley*, 146 S.W.3d 637, 645 (Tex. 2004); TEX. CONST. art. XI, § 4. A statutory grant of authority includes implied powers, but only those “as are reasonably necessary to make effective the powers expressly granted. That is to say, such as are *indispensable* to the declared objects of the [municipalities] and the accomplishment of the purposes of [their] creation.” *Town of Lakewood Vill. v. Biziros*, 493 S.W.3d 527, 536 (Tex. 2016) (quotation marks omitted). Therefore, courts “strictly construe general-law municipal authority and [a]ny fair, reasonable, substantial doubt concerning the existence of power is resolved by the courts against the [municipality], and the power is denied.” *Id.* (quotation marks omitted).

Chapter 51 of the Local Government Code generally authorizes a governing body of a municipality to adopt an ordinance “that: (1) is for the good government, peace, or order of the municipality or for the trade and commerce of the municipality; and (2) is necessary or proper for carrying out a power granted by law to the municipality or to an office or department of the municipality.” TEX. LOC. GOV’T CODE § 51.001. A Type A general-law municipality may adopt an ordinance “that is necessary for the government, interest, welfare, or good order of the municipality as a body politic.” *Id.* § 51.012. However, no statute expressly grants a Type A

general-law municipality authority to provide debt collection services to a private entity such as an HOA.

According to the brief, the proponents of the billing practice argue “that collecting dues on behalf of the HOAs serves the welfare and good order of the municipality because the dues, once turned over to the HOAs, are used for the maintenance of property which, in turn, maintains and promotes property values in the City.” Brief at 2. However, the City’s statutory authority allows it to adopt ordinances only as “necessary for the government, interest, welfare, or good order of the municipality as a body politic.” TEX. LOC. GOV’T CODE § 51.012 (emphasis added). From the materials you submitted, it appears that HOA dues are unrelated to the City’s provision of utility services or any other municipal function or purpose, but instead are to be used for the direct benefit of individual property owners. *See* Brief at 1–2 & n.1; *see also* TEX. PROP. CODE § 209.002(8) (defining “regular assessment” as a required payment to the HOA “that is designated for use by the [HOA] for the benefit of the residential subdivision”). A court would likely conclude that a Type A general-law municipality’s authority to enact ordinances does not imply the authority to collect fees for an HOA, because such authority is not “indispensable” or “necessary for the government, interest, welfare, or good order of the municipality as a body politic.” *See* TEX. LOC. GOV’T CODE § 51.012; *Bizios*, 493 S.W.3d at 536.² Therefore, a Type A general-law municipality does not possess the authority to collect dues on behalf of an HOA.³

²In other circumstances, this office determined that the general powers of a limited-authority governmental entity do not impliedly authorize it to collect funds for other parties or for purposes unrelated to the entity’s express powers. *Cf.* Tex. Att’y Gen. Op. Nos. GA-0774 (2010) at 4–5 (determining that school districts are not expressly or impliedly authorized to process payroll deductions for contributions to political committees); GA-0084 (2003) at 9–10 (determining that a general-law city was not authorized to collect a fee included in a city’s water bill to pay a volunteer firefighter association); JM-338 (1985) at 1–2 (determining that a fee included in a city utility bill for maintenance of the police department was an unauthorized tax).

³Because we conclude that a Type A general-law municipality does not possess express or implied authority to collect HOA dues, we do not consider a related question, whether the use of municipal resources to directly benefit private interests constitutes an unconstitutional gift. *See* TEX. CONST. art. III, § 52(a); *see also* Tex. Att’y Gen. Op. No. KP-0035 (2015) at 3 (determining that article III, subsection 52(a) requires that a municipality utilize municipal resources “only to serve public purposes that are within the municipality’s powers, not merely to benefit the public in general” (citing *State ex rel. Grimes Cty. Taxpayers Ass’n v. Tex. Mun. Power Agency*, 565 S.W.2d 258, 265 (Tex. Civ. App.—Houston [1st Dist.] 1978, writ dism’d))).

S U M M A R Y

A Type A general-law municipality does not possess the authority to collect dues on behalf of a homeowners association.

Very truly yours,



KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General

BRANTLEY STARR
Deputy First Assistant Attorney General

VIRGINIA K. HOELSCHER
Chair, Opinion Committee

WILLIAM A. HILL
Assistant Attorney General, Opinion Committee

Sec. 1.02.008 Fees for collection of homeowners' association dues by city

(a) The city council, after reviewing research gathered by city staff on the cost and logistics necessary for the city to provide collection services to the HOAs, formed a committee to prepare and review HOA agreements for the recovery of those costs associated with software necessary to accurately and adequately provide the financial recovery to the city.

(b) The council-appointed committee negotiated a contract with the HOAs identifying the roles of the parties involved, and the fees the participating HOAs will pay the city shall be in accordance to their agreements as approved by the council at the March 23, 2009, council meeting.

(Ordinance 09-006, secs. 1, 2, adopted 4/27/09)

Sec. 1.02.009 Emergency actions by city officers, agents and employees

Every officer, agent, or employee of the city, and every officer, agent, or employee of an authorized provider of emergency services, including but not limited to every unit of government or subdivision thereof, while responding to emergency calls or reacting to emergency situations, regardless of whether any declaration of emergency has been declared or proclaimed by a unit of government or subdivision thereof, is hereby authorized to act or not to act in such a manner to effectively deal with the emergency. An action or inaction is "effective" if it in any way contributes or can reasonably be thought by the provider of such emergency service to contribute to preserving any lives or property. This section shall prevail over every other ordinance of the city and, to the extent to which the city has the authority to so authorize, over any other law establishing a standard of care in conflict with this section. Neither the city nor the employee, agent, or officer thereof, or other unit of government or subdivision thereof or its employees, agents, or officers, shall be liable for failure to use ordinary care in such emergency. It is the intent of city government, by passing this section, to assure effective action in emergency situations by those entrusted with the responsibility of saving lives and property by protecting such governmental units from liability, and their employees, agents, and officers from nonintentional tort liability, to the fullest extent permitted by statutory and constitutional law. (1989 Code, ch. 8, sec. 1.00)

Secs. 1.02.010–1.02.040 Reserved**Division 2. Claims Against City^{*}****Sec. 1.02.041 Notice required**

The city shall never be liable for any claim for property damage or for personal injury, whether such personal injury results in death or not, unless the person damaged or injured, or someone in his behalf, or, in the event the injury results in death, the person or persons who may have a cause of action under the law by reason of such death of injury, shall, within sixty (60) days or within six (6) months for good cause shown from the date the damage or injury was received, give notice in writing to the mayor and city council of the following facts:

- (1) The date and time when the injury occurred and the place where the injured person or property was at the time when the injury was received;
- (2) The nature of the damage or injury sustained;
- (3) The apparent extent of the damage or injury sustained;
- (4) A specific and detailed statement of how and under what circumstances the damage or injury occurred;
- (5) The amount for which each claimant will settle;



AGENDA ITEM REPORT Item 4

Meeting Date: December 11, 2017

Discussion Action

Submitted By: John R. Dean Jr., CM

Reviewed By: City Manager City Secretary City Attorney
 Accountant

Department: Administration

Budgeted Expense: YES NO N/A

Amount: N/A

Attachments:

1. Ordinance 2017-21

Agenda Item / Topic:

ITEM 4. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2017-21, amending Appendix A, Article A2.000 of the Code of Ordinances of the City of Ovilla, Texas; establishing fees for credit card and bank draft transactions accepted by the City; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

Discussion / Justification:

We have agreements that set fees for credit card transactions and “payment by electronic means”. These fees have never been set by Ordinance. Fees must be set by the City Council.

The \$1 fee for “payment by electronic means” is a pass-through fee with no percentage limit set by the state. This fee needs to be reasonable and necessary to cover direct costs.

The Credit card processing fee does have maximum percentage of 5% set by the state. Our current agreements set the base fees at \$3 for charges less than \$100. And at 3% for charges greater than \$100.

The \$3 fee puts over the allowable percentage set by the state for any charge less than \$60.

The proposed will bring us into compliance with state law.

Recommendation / Staff Comments:

Staff recommends adoption of the Ordinance.

Sample Motion(s):

I move to approve/deny Ordinance 2017-21, amending Appendix A, Article A2.000 of the Code of Ordinances of the City of Ovilla, Texas; establishing fees for credit card and bank draft transactions accepted by the City; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

ORDINANCE NO. 2017-21

AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, AMENDING APPENDIX A, ARTICLE A2.000 OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA, TEXAS; ESTABLISHING FEES FOR CREDIT CARD AND BANK DRAFT TRANSACTIONS ACCEPTED BY THE CITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERANCE CLAUSE; PROVIDING FOR INCORPORATION INTO THE OVILLA CODE OF ORDINANCES; PROVIDING FOR IMMEDIATE EFFECT; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Ovilla, Texas, has approved acceptance of credit card and bank draft transactions for payment of fees, fines, court costs, and other charges as allowed under the Texas Local Government Code Title 4, Chapter 132; and

WHEREAS, the City Council of Ovilla has entered into agreements with certain vendors to provide for the collection of fees, fines, court costs, other charges for collection of payments through the internet; and

WHEREAS, the vendor agreements the City Council of Ovilla has entered into establishes a fee of \$1.00 per transaction be charged for payments by electronic means; and

WHEREAS, the City Council of Ovilla finds the electronic payment fee of \$1.00 to be reasonable and designed to recover only direct costs incurred in providing the service for payments by electronic means; and

WHEREAS, the City Council finds and determines it is in the best interest of the citizens of the City of Ovilla to establish processing fees for accepting payments by credit card and other electronic means.

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

SECTION 1. AMENDMENT OF APPENDIX A, ARTICLE A2.000 OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA, TEXAS

Appendix A, Article A2.000 of the Code of Ordinances of the City of Ovilla, Texas, is hereby amended to read as follows:

Processing Fee: Credit Card and Payment by Electronic Means

Credit Card Processing Fee: 3% of the fee, fine, court cost, or other charge.

Payment by Electronic Means: \$1.00 per transaction

SECTION 2. SAVINGS CLAUSE

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

ORDINANCE NO. 2017-21

SECTION 3. SEVERANCE CLAUSE

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

SECTION 4. INCORPORATION INTO THE CODE OF ORDINANCES

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

SECTION 5. EFFECTIVE DATE

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

SECTION 6. PUBLICATION

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

PASSED, ADOPTED and APPROVED by the City Council of Ovilla, Texas, on this the 11th day of December 2017.

Richard Dormier, Mayor

ATTEST:

Pamela Woodall, City Secretary

APPROVED AS TO FORM:

Ron G. MacFarlane, Jr., City Attorney

AGENDA ITEM REPORT

Item 5

Meeting Date: December 11, 2017

Discussion Action

Submitted By: John R. Dean Jr., CM

Reviewed By: City Manager City Secretary City Attorney
 Accountant Other: B. Piland

Department: Administration

Budgeted Expense: YES NO N/A

Amount: N/A

Attachments:

1. Revised Plan

Agenda Item / Topic:

ITEM 5. **DISCUSSION/ACTION** – Consideration of and action on a revised Strategic Plan as reviewed and recommended by the Economic Development Corporation and Park Boards and direct staff as necessary.

Discussion / Justification:

The Park Board and EDC held a joint meeting July 17, 2017, each Board revising sections of the Strategic Plan as suggested by Council. During the Park Board's November 06 meeting, revisions were confirmed and ready for Council consideration.

Staff received the word document to the Strategic Plan from ORASI and will implement those changes upon recommendation by Council. The revised sections are specific to the Park Board and have already been reviewed by Council during the November Council meeting.

- Remove 1.1 Pop-Up-Park
- Postpone 1.3 Creating a downtown design
- Remove 1.7 Ballfields
- Remove 1.8 Creek walk
- Remove Goal 2

The EDC looked at the plan again in November and determined that a revised timeline was needed and will consider a revised timeline at the December EDC meeting. Additionally, the EDC discussed priorities, stating the top priority was purchase and placement of monument signs. Continued discussion will occur in December.

Council asked for more time to review the plan and recommended revisions before taking any action on the plan at the November meeting.

Recommendation / Staff Comments:

Direct staff as necessary on the Strategic plan.

Sample Motion(s):

I move to APPROVE/DENY the revision to the Strategic Plan and direct staff as necessary.

Executive Summary

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The City of Ovilla has a great country feel that residents seriously value about the community. It is important that Ovilla maintain the country, family oriented and quiet town essence. However, new development in the region and the cost of maintaining city services makes it necessary for the City to grow the tax base to pay for these services without putting the costs solely on the resident. There is desire to have some local shops, restaurants and public space in the city.

The Ovilla Economic Development Corporation hired Orasi Development, LLC to develop an economic strategic plan that will balance maintaining the high quality of life and attract retail and restaurants to the city.

The Economic Development Strategic Plan serves as a guide for the city's economic development efforts with the goals of sustaining and increasing the city's tax base, developing new investments, broadening opportunities for public/private partnerships, job creation in appropriate business sectors, and maximizing economic growth while preserving Ovilla's uniqueness as a community. The framework of the strategy answers three primary questions:

1. Who are we? (Profile)
2. Where do we want to go? (Vision)
3. How do we get there? (Strategic Plan)

The strategic plan serves to answer these questions and provide the city with a blueprint to drive its future success and foster its sustainability. The creation of an economic development strategy is the first step in the city becoming a true competitor in the region.

Orasi Development has identified the following vision for the future of the City:
Ovilla will be known as a growing, thriving, rural community with successful businesses, vibrant downtown, and user-friendly public parks and trails. The City of Ovilla will be the rural example in environmentally and socially sustainable growth with a diverse business economy.

Ovilla EDC Strategic Plan

The strategic direction is made operational through the following four goals, which are defined by objectives and major actions included in the plan.

1. Creating a vibrant and active downtown that:
 - a. Gives Ovilla a sense of place
 - b. Generates commercial tax revenues for the city
 - c. Enhances the quality of life for Ovilla residents
 - d. Builds a strong park system
2. Create a marketing and branding campaign
3. Adopting financing methods to pay for the improvements

The strategic plan begins by outlining the vision for the city of Ovilla and offers a demographic summary of the City along with other competing municipalities in the area to provide context. It then highlights the City's strengths, opportunities, weaknesses, and threats to economic growth, and desired economic development. The plan ends with economic development goals, strategies, and recommendations.

Ovilla EDC Strategic Plan

Introduction

Cities will experience development and change with or without a plan. However, an economic development strategic plan can influence the type and quality of development that occurs in a community.

The City of Ovilla is part of a metro area that is experiencing strong growth and development activity. Also, neighboring communities within this same region are experiencing strong growth as well, which will impact the City of Ovilla. Due to the region's continuous growth, the use of emergency services, aging roads and infrastructure will put financial pressure on the City to bear the costs of maintenance and operations.

Ovilla residents enjoy large residential lots, a country living atmosphere, and the small-town feel, just minutes away from the big city. Residents do not want to lose any of these attributes, but recognize a need for commercial development to support essential city services and enhance the community's quality of life.

Although, zoning regulations ensure appropriate lot sizes and the location of various development types, this strategic plan is necessary and was developed to assist the Ovilla Economic Development Corporation (EDC) in attracting and developing the city, increase the tax base while maintaining and enhancing the essence of the community.

The Strategic Planning Process

By actively engaging in this strategic plan, Ovilla created an end-product that aids in the economic development decision making process, and sends a loud and clear signal that the City of Ovilla is a progressive, prepared, and business-friendly community.

The input used from this strategic plan came from a variety of sources, the Economic Development Corporation Board, City Staff, the Future Land Comprehensive Use Plan, and the Strategic Guide commissioned by the City. Through this input, there is a common thread that runs through all the plans, studies, and comments; keep Ovilla unique, and do not lose the hometown charm with new development.

Other common themes:

- Attract retail and light commercial uses to broaden the city's tax base;
- Develop a vibrant downtown that has a mix of retail, restaurant and office space while enhancing the historic presence of the town;
- Develop a strong parks and open space system;
- Continue to attract high end, executive housing.

The City of Ovilla faces many of the same fiscal and personnel capacity challenges faced by local governments across the nation. While economic cycles cannot always be predicted, the local economy will periodically experience downturns. The City seeks to minimize the impact of economic cycles and maximize its abilities to seize new opportunities – recognizing the balance between growth and livability.

Therefore, in an effort to maximize the city's effectiveness, there has been a deliberate choice to focus on the four actionable priorities. The strategic plan is based on creating a strong economic base while enhancing the quality of life for the residents through:

1. Creating a vibrant and active downtown that:
 - a. Give Ovilla a sense of place;
 - b. Is a gathering place for the residents and their family and friends;
 - c. Generates commercial tax revenues for the city;
 - d. Enhances the quality of life for Ovilla residents;
 - e. Is part of a strong park system.
- ~~2. Develop the 20 acres site on Ovilla Road and Westmoreland Road~~
3. Create a strategic branding and marketing campaign
4. Adopting financing methods to pay for the improvements.

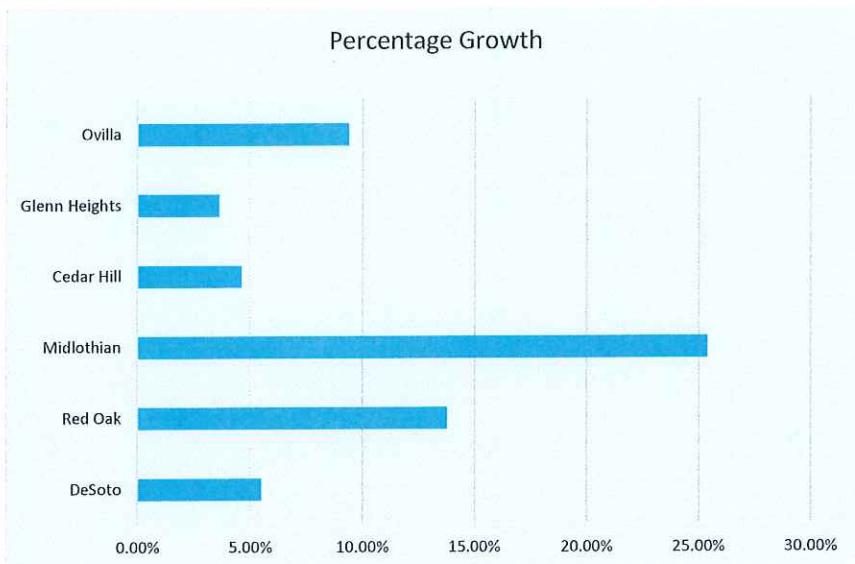
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The Region, Growth, Growth and More Growth

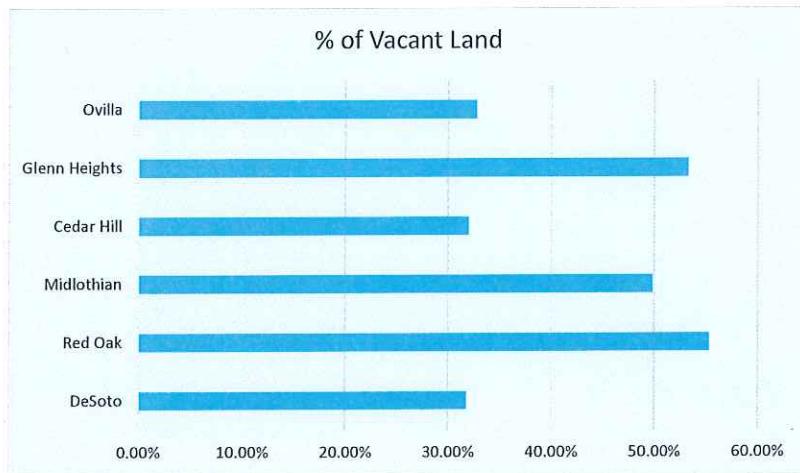
Ovilla's neighboring cities of Cedar Hill, DeSoto, Glenn Heights, Red Oak, and Midlothian are continuing to experience strong growth.

Cedar Hill and DeSoto have a more mature and steady growth while Glenn Heights, Red Oak, and Midlothian are having more aggressive growth and available land.



The growth of the five cities surrounding Ovilla will enable the city to maintain its low density residential development, but still be attractive for some commercial development. Although, the largest commercial development has occurred and will continue in Cedar Hill, DeSoto and Midlothian and to a lesser extent Red Oak, there are enough commercial development opportunities in Ovilla to take some of the tax burden off of the residents.

Ovilla EDC Strategic Plan



Currently most the development and growth has occurred in Cedar Hill and DeSoto, but Midlothian is in position to experience the most growth in the region.

Midlothian is the largest of the six cities and is only 50% developed. Midlothian (population 22,620) is similar in size in terms of acreage as Mesquite (population 142,950), Flower Mound (68,050), Garland (234,300), and Waxahachie (33,480).

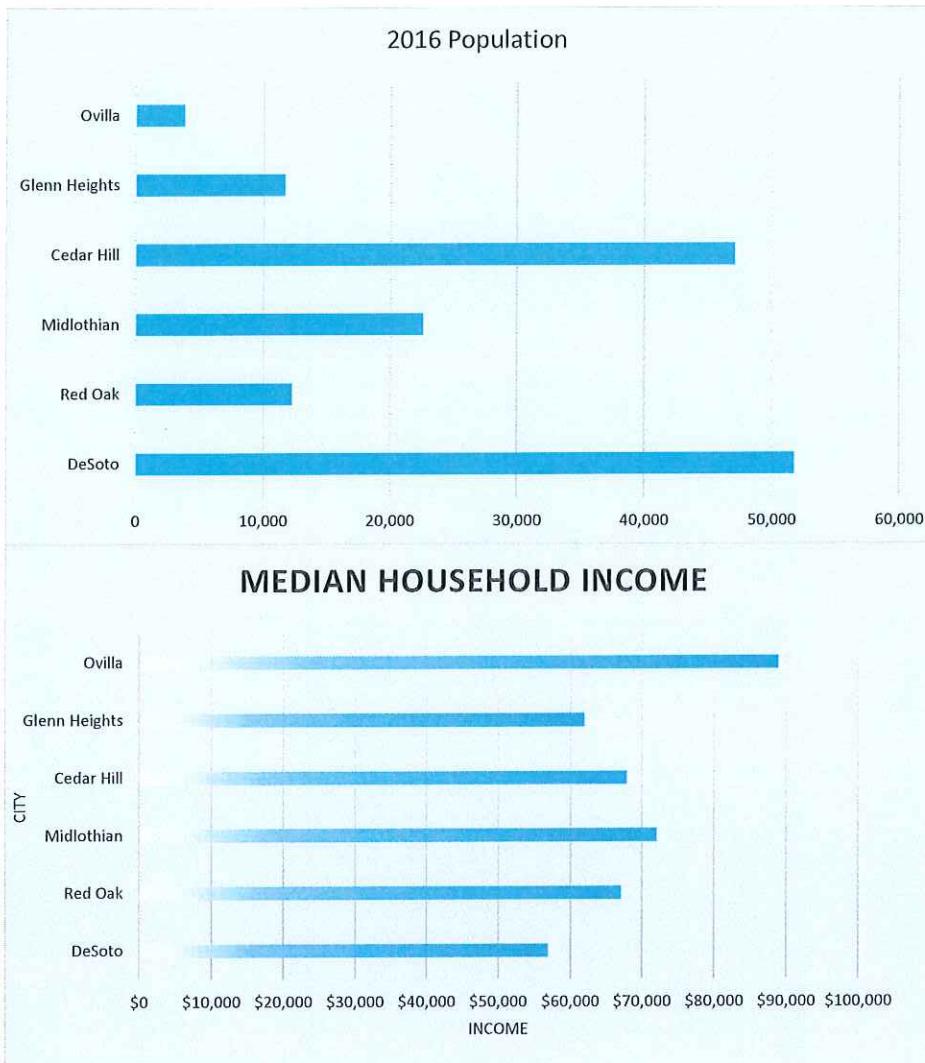
Midlothian has an aggressive economic development corporation and is continually attracting new development. The city will have a strong economic influence on the region for years to come. The additional development of Midlothian will push more traffic through Ovilla and will also create more development opportunities.

Midlothian Business Park and [Rail Port](#) Business Park will attract new companies to the area and will spur more residential development in the region.

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Ovilla EDC Strategic Plan

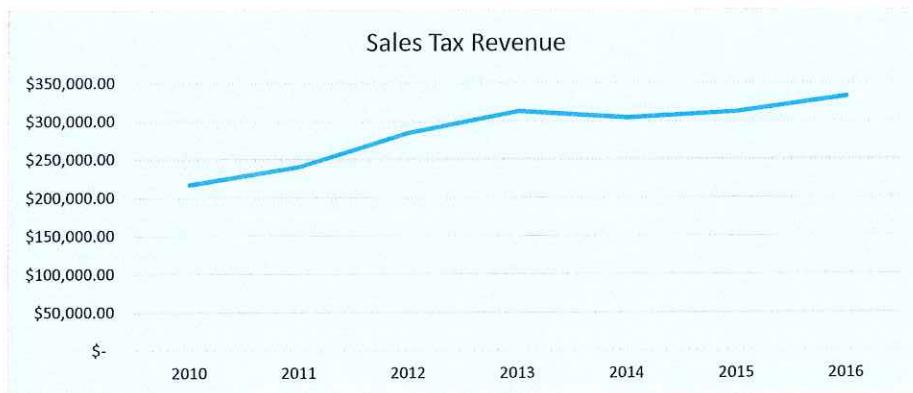
Ovilla is the smallest of the six cities in the region, but the city has the highest median household incomes of the six.



Ovilla EDC Strategic Plan

Ovilla Demographics

Ovilla's demographics are characterized by two main traits, low density and high incomes. Though Ovilla and its neighbors are growing, the lack of density has kept the commercial sector from growing in the city. This is reflected in the flat sales tax receipts for the last five calendar years. However, calendar year 2016 is the highest sales tax revenue year in the history of the City.



The continued development and growth of Cedar Hill, DeSoto, and Glenn Heights to the north, Midlothian to the south and Red Oak to the east along with the widening of Ovilla Road will help the Ovilla market with increased traffic and density that is necessary for attracting retail and restaurants.

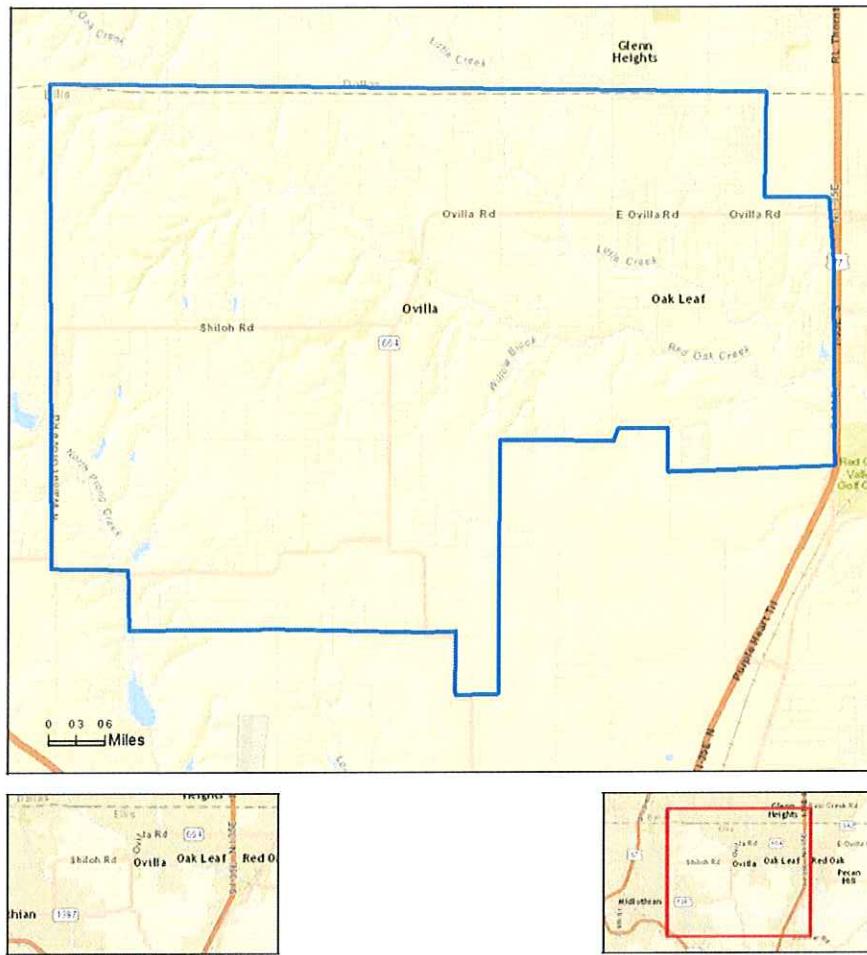
A review of three categories must be conducted to examine the best possible types of retail and restaurants to attract to Ovilla. Those three categories are:

- Demographics;
- Psychographics;
- Leakage report.

The income levels in Ovilla and its trade area will help determine the brand of retailers and restaurants that will locate to the city. The household income levels in the city and its trade area are much higher than the state and national levels.

Ovilla EDC Strategic Plan

Trade Area



This trade area is similar to a prior retail analysis conducted for the EDC and is a good representation of the market that serves Ovilla. See Appendix A for the full demographic, psychographic, and retail leakage reports.

Ovilla EDC Strategic Plan

Demographics

Summary	2016	2021
Population	20,485	22,672
Households	6,632	7,312
Families	5,719	6,293
Median Age	39.1	38.8
Median Household Income	\$89,808	\$98,032
Median Home Value	\$213,774	\$230,689

The retail goods and services expenditures indicate a strong Spending Potential Index for:

- Entertainment and Recreation
- Home, such as mortgage payments, maintenance and remodeling services, and utilities
- Financial, which includes value of stocks/bonds/mutual funds, value of retirement plans, value of loan amount and value of other financial assets
- Travel
- Transportation
- Household furnishings and equipment
- Food

Within the recreation expenditures, the categories that score the strongest spending potential index are:

- Recreation vehicles and fees
- Entertainment/Recreation Fees and Admissions, which includes:
 - Tickets to Theatre/Operas/Concerts
 - Tickets to Movies/Museums/Parks
 - Admission to sporting events
 - Fees for participant sports
 - Fees for recreation lessons
- Sports, Recreation and Exercise Equipment

The Market Potential Index (MPI) is stronger for sit down restaurants than fast food restaurants. The more popular national sit-down restaurant chains are:

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- Red Robin
- Texas Roadhouse
- Outback Steakhouse
- Olive Garden
- Chili's Bar and Grill

Ovilla EDC Strategic Plan

The most popular fast food restaurants are:

- Chick-fil-A
- McDonald's
- Panera Bread
- Starbucks

Spending at sit down restaurants is strong for the trade area. The average spent at a family restaurant/steak house in the last six months of \$300+, which is the highest spending category had the highest MPI followed by the next level down that is \$201-\$300.

Product/Consumer Behavior	MPI
Spent at family rest/steak house last six months <\$31	79
Spent at family rest/steak house last six months \$31-\$50	99
Spent at family rest/steak house last six months \$51-\$100	107
Spent at family rest/steak house last six months \$101-\$200	129
Spent at family rest/steak house last six months \$201-\$300	142
Spent at family rest/steak house last six months \$300+	145

Note: An MPI measures the relative likelihood of adults in the specified trade area to exhibit consumer behavior or purchasing patterns compared to the U.S. An MPI of 100 represents the U.S. average

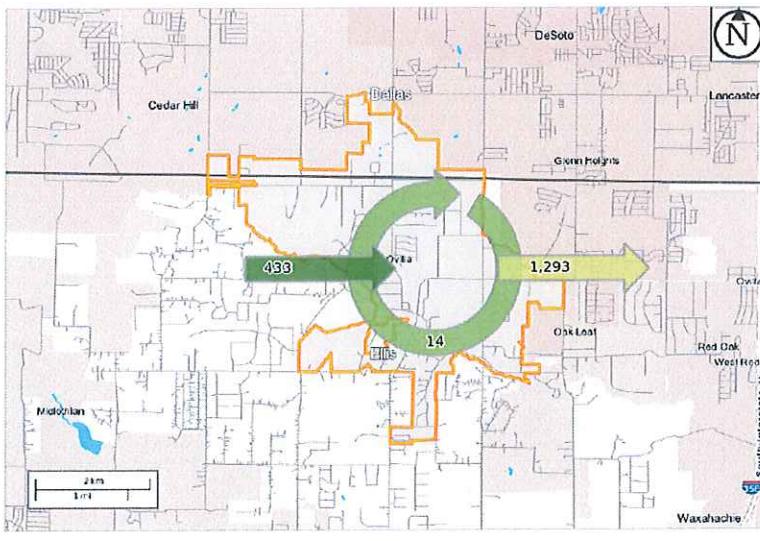
Spending at fast food restaurants was the highest at the top spending categories.

Product/Consumer Behavior	MPI
Spent at fast food/drive-in last six months <\$11	86
Spent at fast food/drive-in last six months \$11-\$20	83
Spent at fast food/drive-in last six months \$21-\$40	94
Spent at fast food/drive-in last six months \$41-\$50	101
Spent at fast food/drive-in last six months \$51-\$100	108
Spent at fast food/drive-in last six months \$101-\$200	116
Spent at fast food/drive-in last six months \$201+	128

Ovilla EDC Strategic Plan

Workforce

According to the U.S. Census Bureau, in 2013, Ovilla had 447 jobs within the city, but 1,293 residents were employed outside the community. This is a hardship on the existing restaurants in town because the daytime population is low. For restaurants to be successful they must have good traffic during two meal times, either breakfast and lunch or lunch and dinner. For now, the restaurants are dependent on dinner to keep them open. Creating businesses or venues that draw people to the City is needed to keep the existing restaurants and attract new ones.



Map Legend

Selection Areas

Analysis Selection

Inflow/Outflow

- Employed and Live in Selection Area
- Employed in Selection Area, Live Outside
- Live in Selection Area, Employed Outside
- Note: Overlay arrows do not indicate directionality of worker flow between home and employment locations.



Ovilla EDC Strategic Plan

Psychographics

What are psychographics? Demographics show "who" your buyer is while psychographic explains "why" or "what" they buy.

There are five segments that comprise approximately 90% of the Ovilla trade area. These five by order of rank are:

1. Up and Coming Families
2. Savvy Suburbanites
3. Green Acres
4. Soccer Moms
5. Professional Pride

All five segments have strong incomes, are very physically active, and spend more on entertainment than other segments.

Up and Coming Families

Households in U.S.	2,562,000
Average Household Size	3.10
Median Age	30.7
Median Household Income	\$64,000

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Who are we?

Up and Coming Families is a market in transition – residents are younger and more mobile and ethnically diverse than the previous generation. They are ambitious, working hard to get ahead, and willing to take some risks to achieve their goals. The recession has impacted their financial well-being, but they are optimistic. Their homes are new, their families are young, and this is one of the fastest-growing markets in the country.

Ovilla EDC Strategic Plan

Savvy Suburbanites

Households in the U.S.	3,543,000
Average Household Size	2.83
Median Age	44.1
Median Household Income	\$104,000

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Who are we?

Savvy Suburbanites residents are well educated, well read, and well capitalized. Families include empty nesters and empty nester wannabes, who still have adult children at home. Located in older neighborhoods outside the urban core, their suburban lifestyle includes home remodeling and gardening plus the active pursuit of sports and exercise. They enjoy good food and wine, plus the amenities of the city's cultural events.

Green Acres

Households in the U.S.	3,794,000
Average Household Size	2.69
Median Age	43.0
Median Household Income	\$72,000

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Who are we?

The Green Acres lifestyle features country living and self-reliance. They are avid do-it-yourselfers, maintaining and remodeling their homes, with all the necessary power tools to accomplish the jobs. Gardening, especially growing vegetables, is also a priority, again with the right tools, tillers, tractors, and riding mowers. Outdoor living also features a variety of sports; hunting and fishing, motorcycling, hiking and camping, and even golf. Self-described conservatives, residents of Green Acres remain pessimistic about the near future yet are heavily invested in it.

Ovilla EDC Strategic Plan

Soccer Moms

Households in the U.S.	3,327,000
Average Household Size	2.96
Median Age	36.6
Median Household Income	\$84,000

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Who are we?

Soccer Moms are an affluent, family-oriented market with country flavor. Residents are partial to new housing away from the bustle of city but close enough to commute to professional job centers. Life in this suburban wilderness offsets the hectic pace of two working parents with growing children. They favor time-saving devices, like banking online or housekeeping services, and family-oriented pursuits.

Professional Pride

Households in the U.S.	1,878,000
Average Household Size	3.11
Median Age	40.5
Median Household Income	\$127,000

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Who are we?

Professional Pride consumers are well-educated career professionals that have prospered through the Great Recession. To maintain their upscale suburban lifestyles, these goal oriented couples work, often commuting far and working long hours. However, their schedules are fine-tuned to meet the needs of their school age children. They are financially savvy; they invest wisely and benefit from interest and dividend income. So far, these established families have accumulated an average of 1.5 million dollars in net worth, and their annual household income runs at more than twice the U.S. level. They take pride in their newer homes and spend valuable time and energy upgrading. Their homes are furnished basements equipped with home gyms and in-home theatres.

Please see Appendix A for a complete analysis on each segment.

Ovilla EDC Strategic Plan

Leakage Report

A Leakage Report is a gap analysis that determines how much demand there is in an industry sector and how supply is located within the trade area to meet that demand. If there is more demand than supply, there is a leakage or surplus factor. The larger the gap between the demand and supply can make an area attractive to particular retailers and restaurants.

Since Ovilla has a small commercial development base, there is retail gap in all industry groups.

The following industry groups have the largest retail gap.

Industry Group	Retail Gap
Motor Vehicle & Parts Dealer	\$64,067,885
General Merchandise Stores, such as Department Stores	\$62,959,519
Food & Beverage Stores	\$54,732,674
Food Services & Drinking Places	\$34,853,882
Health & Personal Care Stores	\$17,535,869

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What do these numbers and data mean for Ovilla?

Ovilla has an active and wealthy demographic that spends their money on housing, investments, recreation, entertainment, travel, and technology. There is a retail gap in all industry groups in the trade area that could eventually lead to attracting various retailers and restaurants. The weakness of the trade area is the density, which is a big weakness. The growth in Ovilla and the surrounding cities will help with the density problem, but this will take time and there are good, competitive retail and restaurant sites in those cities in direct competition with Ovilla.

Ovilla EDC Strategic Plan

SWOT Analysis

A SWOT (Strengths, Weaknesses, Opportunities and Threats) Analysis is a very helpful tool when evaluating a community. This analysis is basically broken down into two categories, things that an organization can influence (Strengths and Weaknesses) and things that can impact the organization, but is beyond its control (Threats and Opportunities).

The information learned from conducting the SWOT Analysis and the type of development the community would like to see in their city will help lay the foundation of the strategic plan.

Strengths	Weaknesses
<ul style="list-style-type: none">• High Income Levels• Active EDC• Existing Downtown• Good location• Park land in Downtown• New residential development• Strategic Comprehensive Plan• Accessibility• Available land for development• Mix of city/country living• Highly educated workforce• Low Crime Rate• Quiet community• Open Space• Oldest city in Ellis County	<ul style="list-style-type: none">• Dry, no alcohol sales• Low density• No entertainment options within the City• Lack of infrastructure in Downtown• Downtown businesses are struggling• Limited commercial tax base• Community is used as a pass through to other places• Limited sense of place• Lack of designated trails/sidewalks in Downtown area• Most residents work outside the city• Limited retail• Low daytime population
Opportunities	Threats
<ul style="list-style-type: none">• Strong residential growth in the area• Expansion of Ovilla Rd.• Economic strength of D/FW• Population growth of the area• Strong commercial development activity in the region	<ul style="list-style-type: none">• Strong commercial growth in the area• Expansion of Ovilla Rd.• Increased traffic through the city• Rapid development in the area• Active and aggressive EDC's in the region• Economic downturn

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Ovilla EDC Strategic Plan

Vision and Mission

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The foundation of successful planning is a clear vision and a tangible mission that moves the plan forward to realize the vision. Ovilla EDC will need to adopt goals to put the mission into practice, and then the EDC will need to adopt:

- Specific tangible action steps to accomplish its goals;
- A marketing/branding plan to promote Ovilla to targeted industries;
- Several financial and incentive tools to fund the action steps and marketing campaign.

Orasi offers the following vision, mission and goals for adoption by the EDC so that Ovilla can begin building a strong economic future.

Vision

Ovilla EDC will create an economic environment that will grow the commercial tax base. This environment will produce a dynamic downtown district that will help existing businesses thrive, grow, and attract new restaurants, retailers, and office users. Expanded commercial growth will continue along Ovilla Road providing residents with local dining and shopping opportunities.

Mission

The Ovilla EDC will realize this vision by investing into projects and infrastructure that will increase the property and sales tax revenues of the city. This investment will result in creating a premium brand for the City, a vibrant and active downtown district with commercial development, entertainment, offices, restaurants, and retail on Ovilla Road.

Goals

Ovilla can realize its Vision and Mission by pursuing the following goals in order of priority:

1. Creating a vibrant and active downtown that:
 - a. Gives Ovilla a sense of place
 - b. Generates commercial tax revenues for the city
 - c. Enhances the quality of life for Ovilla residents
 - d. Builds a strong park system
2. Developing the 20-acre site on southwest corner of Ovilla Road and Westmoreland
3. Create a marketing and branding campaign
4. Adopting financing methods to pay for the improvements

Goals and Action Steps

Goal 1: Create a dynamic and vibrant downtown

Suburban cities across the country are creating vibrant downtowns to enhance their quality of life and create a sense of place. What is a sense of place? For the purposes of this plan the definition of a sense of place is an area that people want and like to gather for social purposes, shopping, eating, working; a place with a special feel. A strong sense of place will create or enhance community pride. A sense of place is unique in its feel and sets apart a community from other surrounding cities.

Ovilla has the foundation of a downtown with several small businesses operating on W. Main Street. However, those businesses are struggling to survive. There are several factors why the businesses are struggling and why new businesses are not locating to downtown. These factors are:

1. No official downtown designated area.
2. Not pedestrian friendly. Need sidewalks, street lighting, and public furniture.
3. No directional signage or entry on Ovilla Road and W. Main Street identifying the downtown area.
4. No gathering areas to sit and socialize.
5. Limited Parking.
6. Very limited inventory of available lease space.
7. Limited development opportunities on W. Main Street.
8. Restaurant(s) have a hard time with a very limited lunch crowd, forcing them to make the majority of their revenues from dinner.

None of these challenges are insurmountable, but they must be addressed if Ovilla is to have a vibrant and thriving downtown. This strategic plan will assist the Ovilla EDC to navigate through these challenges.

First, Ovilla must create attractions that will bring people to the area and help stabilize the existing businesses while acting as a lure for new establishments to locate downtown.

Action 1.1: Create a Central Park and Plaza.

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Creating a successful downtown with thriving businesses includes a major downtown attraction. With power shopping and life style centers, retailers such as Target and Home Depot are the draw that supports all of the smaller tenants. Currently, there is not enough density to support these retailers and with the residents desiring to keep Ovilla "unique", the best option to draw people to the area is with the creation of a large central park and plaza. All notable cities have great community gathering spaces. What should be created in Ovilla is a great third space.

What is a third space? A first place is home, second place is most often work, and the third place is where people like to be and hang out. That's the definition for Ovilla's central park; a place where people will want to go and gather as a family, friends, and community.

What type of amenities are necessary to create this community space? The amenities and park design will need to draw both large and small groups on a continual basis. The type of events will range from concerts, family reunions or a mom taking her kids to the park. The park amenities will include:

- Stage
- Pavilion
- Open park space
- Farmer's market space
- Food truck parking spaces
- Walking trails

Specifically, the type of events for a central park would be:

- Concerts
- Movies in the park
- Weekend farmer's market
- Pavilion
 - Weddings
 - Family reunions
 - Birthday parties
- Camp Gladiator or similar type of workout classes
- Yoga classes
- Art classes



Ovilla EDC Strategic Plan



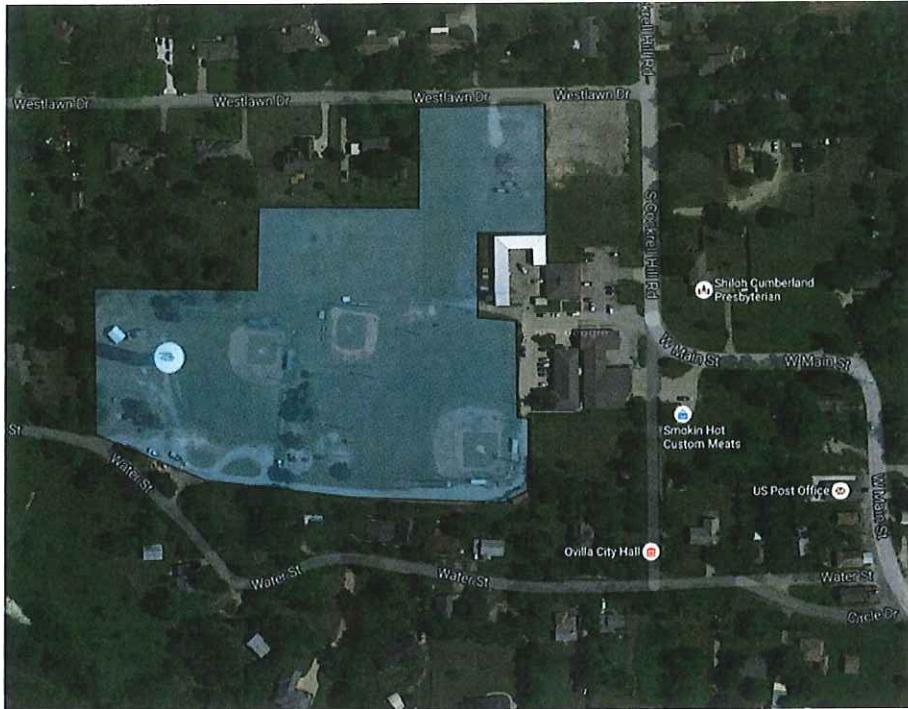
CROWLEY DOWNTOWN CIVIC GREEN

ROWLEY Pacheco Koch



Ovilla EDC Strategic Plan

The events will continually bring individuals, small groups or large groups to the park. The steady traffic in turn will help support the existing businesses and make the downtown area more attractive to further development.



There are several action steps that need to be taken within the development of the park beginning with City Council approval.

1.1.1. Develop a Request for Qualifications for a park planner/design firm.

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Hiring the right firm is critical in planning and designing the park. The amenities and design will ensure this park is successful in creating a third space that attracts people and enhances the essence of Ovilla.

Ovilla EDC Strategic Plan

1.1.2. Design Process.

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The EDC board will need to decide how to proceed with the design process at this step. How much public involvement and number of meetings will affect the cost of the design process.

1.1.3. Research, review and apply for funding sources.

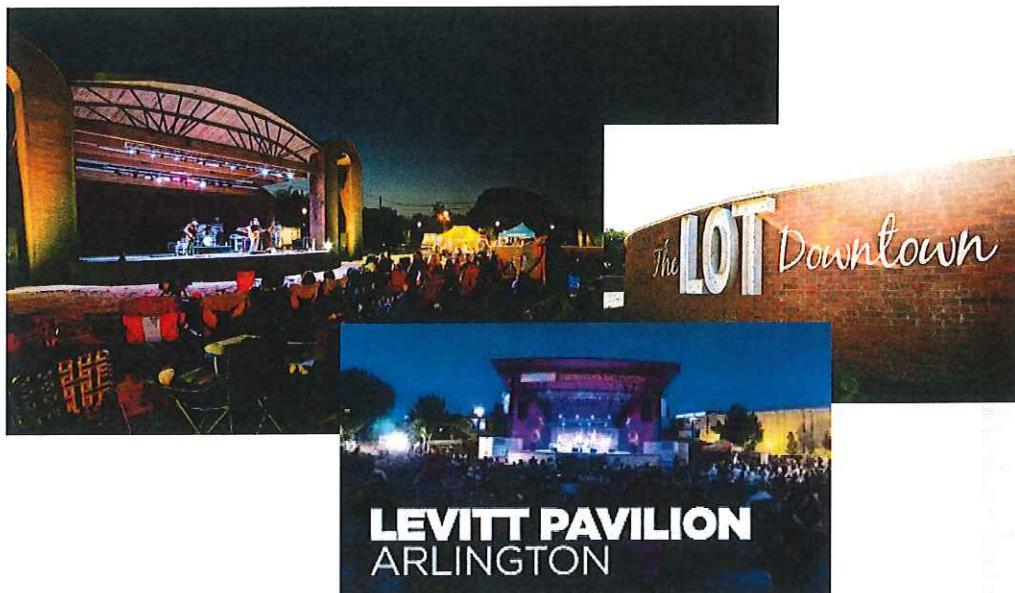
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How to finance a project of this magnitude will be important. It will be necessary to seek multiple funding options and grants to finance the development of the park and its amenities. The Texas Parks and Wildlife Department has numerous financial resources for small communities.

1.1.4. Consider the creation of a non-profit 501(c)(3) to assist in the operations and fund raising of the park.

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Cities such as Arlington and Mansfield have established 501(c)(3)'s to operate and raise funds for Levitt Pavilion (Arlington) and The LOT (downtown Mansfield). This non-profit board should be responsible for scheduling all events at the park, which would take pressure and time off City Staff to handle those duties. Additionally, Arlington and Mansfield organizations have a link to donate and raise park funds on their web sites.



Action 1.2 Review and Update Zoning for Downtown

Mixed use and walkable downtowns require a zoning ordinance that address the needs of development in a downtown district. The City must create a zoning ordinance addressing downtown ~~mixed-use~~ developments regarding issues such as sidewalks, permitted uses, landscaping, parking, signage, building appearance, outdoor seating, etc.

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Action 1.3 Business Incentives

Whether it is a new business wanting to locate downtown or an existing business looking to expand or improve their exterior, it is important to have an incentive policy that covers a multitude of scenarios. The EDC should review its current incentive program and make sure it is sufficient for attracting and expanding new retail, restaurant, and office businesses to downtown.

Chapter 380 of the Local Government Code, which allows cities to rebate back property and/or sales tax is a popular tool for incentives. The EDC should implement a façade improvement program for existing buildings. For the façade improvement program, the EDC can consider using either the Chapter 380 or budget for cash funds. A façade improvement program is generally focused on assisting business/property owners on exterior improvements only. The program is typically a matching grant at a 1:1 or 1:2 ratio, meaning for every dollar the owner spends the City or EDC will match each dollar or two dollars spent.

Action 1.4 Create a property inventory for the downtown district

The Ovilla EDC needs to create an inventory of privately and publicly held sites that are either available for sale, lease or are for future development. Having a database of sites is helpful when promoting downtown to potential developers, brokers, retailers or restaurants.

Action 1.5 Purchase additional land for Heritage Park

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There is an approximate 1.5-acre tract of land adjacent to Heritage Park that the EDC or City should purchase. The purpose for purchasing the land is to expand Heritage Park and add more active playground equipment. As the plans for the central park are designed, the additional land of Heritage Park gives more flexibility to the amenities offered at both parks.

Action 1.6 Purchase land in the downtown district

Ovilla EDC Strategic Plan

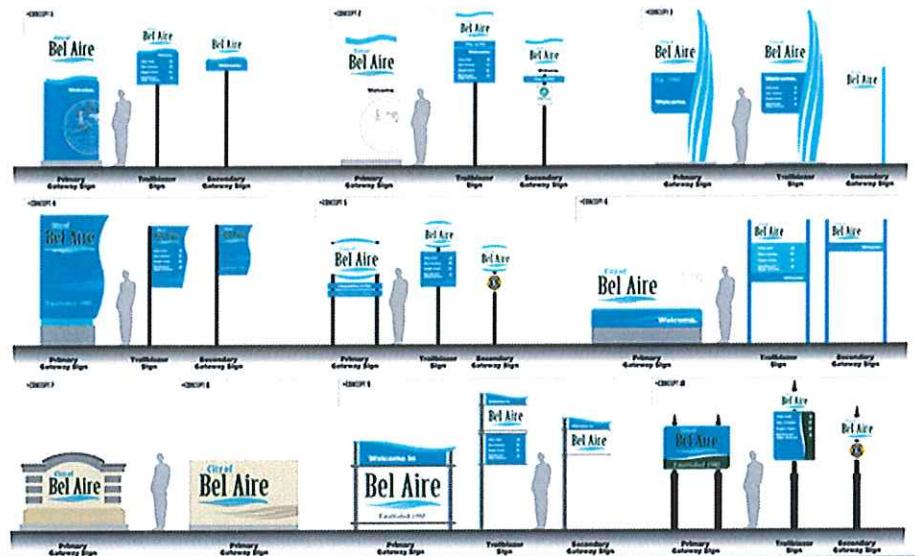
One of the most frustrating aspects of economic development is the lack of control of the process. In order to gain more control, the EDC should acquire land and control strategic pieces of property throughout the downtown district. This can be done incrementally as the opportunity or need arises. As the EDC controls more property in the downtown district, partnerships with private developers will be made to develop or redevelop the acquired land. Owning this property can also speed up the timeframe for development and redevelopment. Through a development agreement, the EDC could start a development partnership with the City owned property on the corner of Cockrell Hill and W. Main Street across from City Hall.

Goal 2: Wayfinding and Entry Signs

Unless a person is very familiar with the area, there is no way to tell when you are in Ovilla. Nice entry signs with well-manicured landscaping will alert people when they enter the city and sets the tone that Ovilla is a good city that is proud of its community. The entry signs need to be placed at both entrances to the city on Ovilla Road and for south bound traffic on Cockrell Hill.

Wayfinding signs help people know exactly where various developments and city facilities are located. The wayfinding signs will promote and direct traffic to the downtown area, which will support the existing businesses and attract new investment.

Action 2.1 Determine the look of the signs.

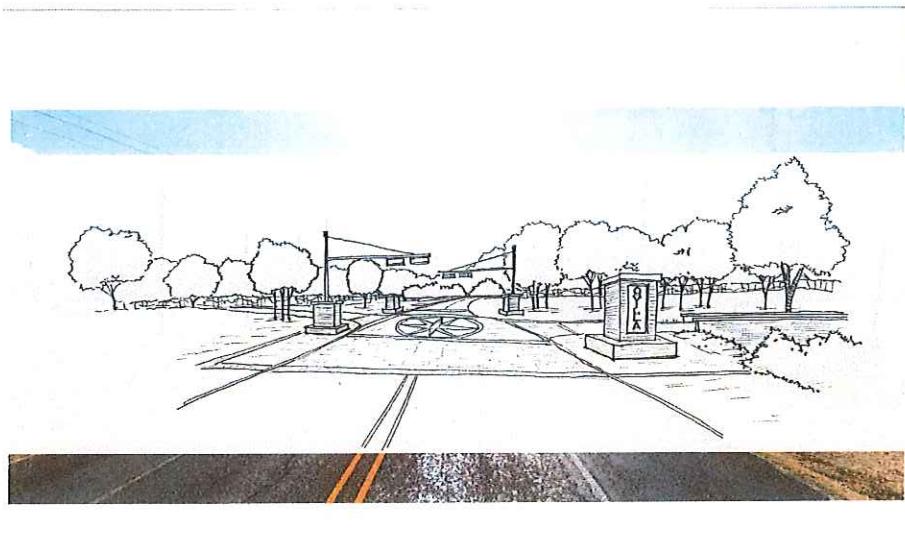


Ovilla EDC Strategic Plan

Action 2.2 Intersection Improvements to W. Main Street and Ovilla Road

This intersection is the gateway to the downtown district. It is important that people know this is where downtown is located and to turn on W. Main Street.

Enhancing the intersection with a texture change in the road, decorative signal lights, and an entry feature will upgrade the look and attract attention to downtown. The W. Main Street bridge going into downtown needs to be improved and widened to better accommodate traffic.



Goal 3 Marketing and Branding Ovilla

Ultimately there will need to be two distinct marketing campaigns, one for attracting new developments and the second to promote events and activities at the central park. The strategic plan will focus on marketing to the development community. Once the park amenities and programs are developed, a marketing plan can then be put in place for events.

Ovilla is not widely known in the Dallas/Fort Worth Metroplex and does not draw a strong opinion good or bad within the development community. This is good in that a campaign does not have to overcome any negative perceptions. This allows Ovilla to market and brand itself to developers and its targeted audience.

Once Ovilla determines its marketing strategy, the EDC needs to be very aggressive with implementation. Economic development is very competitive, and it is important to get your message out to the targeted audience.

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Action 3.1 Determine target audience

The EDC should target developers, real estate brokers, retailers, restaurants, entrepreneurs, and other people in the development industry.

Action 3.2 Determine a message/brand

Ovilla is very protective of not spoiling the Ovilla feel and will need a message that communicates the opportunities while maintaining the uniqueness of the city.

Action 3.3 Determine promotional vehicles

The EDC should have its own Web site that tells the Ovilla story and promotes development opportunities. The Web site should have a list of available sites, showcase EDC downtown improvements, make the incentive policy available to potential developers, provide updates on Ovilla improvements, and any other projects the EDC has in progress.

Once the central park process begins, the EDC should establish a Facebook page to show the progress of the park.

Ovilla EDC Strategic Plan

Other ways to promote Ovilla are:

- Twitter
- Instagram
- Direct Mail
- Billboards
- You Tube

Action 3.4 Be active in ~~trade certain~~ organizations

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Economic development is a lot about relationships and one of the best way to build relationships is to be active in industry organizations. ~~Such organizations are:~~

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- ~~International Council of Shopping Centers~~
- ~~Urban Land Institute (ULI)~~
- ~~Attend retail/restaurant related Bisnow functions~~
- ~~Dallas Regional Chamber~~

The EDC should designate either a board member, City Staff or representative to attend meetings and events. ~~held by these organizations.~~

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Optional Financing

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Developing a successful economic development strategic plan is recognizing available financial grants and programs available, defining clear goals, and designing a program to achieve these goals on a sustainable basis. Economic development success is accomplished by defining clear community objectives, recognizing available financial grants and programs, and by designing strategies to achieve sustainable growth. Below are a variety of financial programs available.

Texas Parks and Wildlife Grants

Texas Parks and Wildlife Department acts as a silent partner in hundreds of communities across the state through its grant, assistance, education, and outreach programs. These programs help to build new parks, conserve natural resources, preserve historical sites, provide access to water bodies, and develop educational programs for youth.

1. **The Local Park Grant Program** consists of 5 individual programs that assist local units of government with the acquisition and/or development of public recreation areas and facilities throughout the State of Texas. The Program provides 50% matching grants on a reimbursement basis to eligible applicants. All grant assisted sites must be dedicated as parkland in perpetuity, properly maintained and open to the public.
2. Texas Parks and Wildlife administers the **National Recreational Trails Fund** under the approval of the Federal Highway Administration. This federally funded program receives its funding from a portion of federal gas taxes paid on fuel used in non-highway recreational vehicles. Funds can be spent on both motorized and non-motorized recreational trail projects such as the construction of new recreational trails, to improve existing trails, to develop trailheads or trailside facilities, and to acquire trail corridors. The reimbursable grants can be up to 80% of project cost with a maximum of \$200,000 for non-motorized trail grants and a maximum award of \$400,000 for motorized off-highway vehicle.

Texas Capital Fund

Supports rural business development, retention and expansion by providing funds for public infrastructure, real estate development, or the elimination of deteriorated conditions. The purpose of the Texas Capital Fund is to assist municipalities attract new businesses, enhance the community image, improve conditions for present and future residents, and grow the economy. Award amounts range \$50,000 - \$250,000.

Ovilla EDC Strategic Plan

1. Downtown Revitalization and Main St. Funds address the objective of eliminating slum or blight conditions in the downtown area of the community by the following objectives. The assistance must be for public infrastructure improvements, which will aid in the elimination of a slum or blighted area.

Downtown Revitalization applicants are non-entitlement general purpose units of local government including cities and counties that are not participating or designated as eligible to participate in the entitlement portion of the federal Community Development Block Grant Program (TxCDBG). Eligible applicants must be an incorporated municipality and not be designated as an official Texas Historical Commission Main Street City.

TxCDBG Eligible Activities include:

- Water System Improvements
- Wastewater System Improvements
- Drainage Improvements
- Housing Rehabilitation
- Gas System Improvements
- Road/Street Improvements
- Fire Protection Facilities Accessibility Improvements to Public Buildings
- Solid Waste Disposal/Landfills/Transfer Stations
- Community/Senior/Social Service Centers
- Shelters for Persons with Special Needs

The city is responsible for the administration and success of the project throughout the term of the contract. All proposed infrastructure improvements to be funded by the TxCDBG Program must be located on public property within the designated downtown district. Typically, a downtown district will meet 2 or more of the following criteria:

- 1) The city's historic area of commerce
- 2) May be the area around the courthouse or city square;
- 3) Commercial area for the community
- 4) Buildings of historical significance, but not primarily residential
- 5) Must be areas included in or contiguous to the economic center of the community;
- 6) The retail area for the community that does not include single-family dwellings.

Main Street Fund applicants must be an incorporated municipality with a designation as an official Texas Historical Commission Main Street City prior

Ovilla EDC Strategic Plan

to applying to TxCDBG and must remain a participating city for the duration of the award/contract. The city is responsible for the administration and success of the project throughout the term of the contract.

2. **Texas Capital Fund Infrastructure and Real Estate Programs** are economic development tools designed to provide financial resources to non-entitlement communities. Funds from the infrastructure program can be used for public infrastructure needed to assist a business that commits to create and/or retain permanent jobs, primarily for low and moderate income persons. Funds from the real estate program must be used for real estate development to assist a business that commits to create and or retain permanent jobs, primarily for low and moderate-income persons. The real estate and/or improvements must be owned by the community and leased to the business. These programs encourage new business development and expansions.

Grant application is due monthly on the 20th of each month or next business day if it falls on a weekend or holiday. Applications will not be accepted after 5:00 pm.

Texas Leverage Fund

Texas Leverage Fund provides a source of financing to communities that have adopted an economic development sales tax. Communities may leverage future sales tax revenues to expand economic development through business expansions, business recruitment and exporting. Awarding loans from \$25,000 to \$5 million, the TLF is available for interim, long-term or gap financing. TLF loans provide flexible financing terms to match the unique needs of communities. The funds are low-cost loans, providing capital to communities at floating Prime Rate.

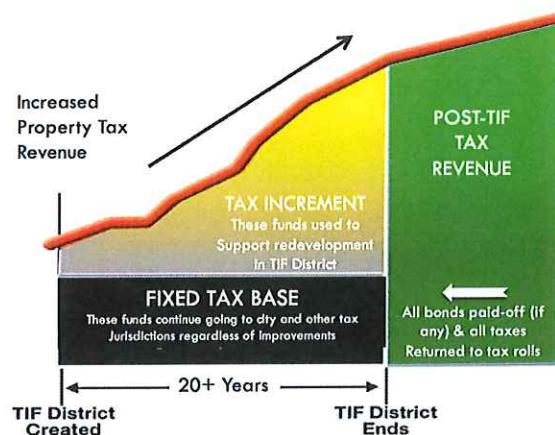
Generally, economic development corporations are eligible to borrow up to \$5 million. Future sales tax revenues serve as collateral for loan repayment with required debt service coverage ratios specified in the Texas Leverage Fund Program Guidelines.

Private Crowd Funding such as Kickstarter

Crowdfunding is a method of raising capital through the collective effort of friends, family, customers, and individual investors. This approach taps into the collective efforts of a large pool of individuals—primarily online via social media and crowdfunding platforms—and leverages their networks for greater reach and exposure.

Tax Increment Financing District

A TIF works within a specified area – a Tax Increment Reinvestment Zone (TIRZ) – to generate economic development funds. A TIF generates funds for development by directing the taxes on increasing property values in the TIRZ towards specific projects within the TIRZ boundary to fund or reimburse infrastructure or other development needs. So as an area within a TIRZ increases in value, the more funds become available to finance development projects. A TIF would be a crucial tool for Ovilla's downtown district and the commercial development site for Westmoreland and Ovilla Rd.



Public Improvement District

PID is an acronym for Public Improvement District. A PID allows municipalities to levy and collect special assessments on property within a specifically defined area for improvements within that area.

A PID can pay for any public improvements or services. Such as:

- Security enhancement
- Landscaping and other aesthetic improvements (this can include public fountains, landscaping of public ~~rights-of-way~~, distinctive lighting and signs)
- Water, wastewater, and drainage improvements
- Street and sidewalk improvements
- Mass transit improvements
- Park, recreation and cultural improvements
- Parking improvements
- Library improvements
- Art installation
- Creation of pedestrian malls
- Supplemental business-related services for the improvement of the district, including advertising and business recruitment and development

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Ovilla EDC Strategic Plan

Estimated Timeline for Projects

AGENDA ITEM REPORT

Item 6

Meeting Date: December 11, 2017

Discussion Action

Submitted By: John R. Dean Jr., CM

Reviewed By: City Manager City Secretary City Attorney
 Accountant Other: EDC and Park Boards

Department: Administration/EDC/Park

Budgeted Expense: YES NO N/A

Amount: N/A

Attachments:

1. GrantWorks Proposal
2. MHC, LLC Proposal

Agenda Item / Topic:

ITEM 6. **DISCUSSION/ACTION** – Consideration of and action on the selection of a proposal for a Parks Master Plan.

Discussion / Justification:

I contacted numerous planning groups to solicit proposals for a Parks Master Plan. We received two submitted proposals for a Parks Master Plan. We have received a commitment from the Economic Development Corporation to pay for this Plan.

1. GrantWorks
2. MHS, LLC

The EDC and Park Board both considered the two proposals, and both recommend that GrantWorks be selected to prepare a Parks Master Plan.

The cost of the GrantWorks Plan is \$6,000.

Recommendation / Staff Comments:

I have experience with this same plan development with GrantWorks in my previous location. Following the adoption of the plan we were able to secure a grant for Park improvements in the very next grant cycle. That does not mean we will have the same success here, but I do know they prepare a plan that meets the state requirements at a fraction of the cost of other firms.

Staff recommends moving forward with GrantWorks to prepare a Parks Master Plan.

Sample Motion(s):

I move to select GrantWorks to develop a Parks Master Plan as presented and direct staff to return with a resolution to execute a contract as specified in the proposal.



PROPOSAL TO PROVIDE PROFESSIONAL PLANNING SERVICES

CITY OF Ovilla Master Parks Plan

2018



AUSTIN (HQ)

ALPINE

BEEVILLE

DALLAS

GALVESTON

HOUSTON

HUNTSVILLE

KOUNTZE

MCALENN

NEW ULM

PALESTINE

ROCKPORT

SAN ANGELO

TEXARKANA



*Planning, Housing, and
Community Development Services
for Texas Since 1979*

Eric Hartzell
2201 Northland Dr.
Austin, Texas 78756
Eric@grantworks.net

Vice President
Voice (512) 420-0303
Fax (512) 420-0302

December 7, 2017

The Honorable Richard Dormier
City of Ovilla, Mayor
105 Cockrell Hill
Ovilla, Texas 75154

Re: Proposal to provide master parks planning services

Dear Mayor Dormier,

GrantWorks' staff has more than 750 years of experience working in governmental agencies, governmental consulting and non-profit companies and we look forward to the opportunity to provide quality comprehensive planning and project management services for the .

GrantWorks is Texas' number one provider of planning services for smaller communities. As professional planners/engineers as well as TXCDBG administrators, we at GrantWorks are uniquely able to provide planning documents that are accurate, easy to use, and aesthetically pleasing.

Experience with providing similar services to numerous Texas cities of comparable size; existing knowledge of small cities in Texas; and infrastructure expertise is why the GrantWorks Team is ideal to meet the city's planning needs.

The GrantWorks team will make sure your Plan contains an achievable vision; clear recommendations; implementation strategies; and other tools to help the city direct its energies toward reaching its goals.

We appreciate your consideration and look forward to working with you on this and future projects.

Sincerely,

Eric Hartzell, AICP
Executive Vice President

GRANTWORKS TEAM PROFESSIONAL QUALIFICATIONS

Why should you consider the GrantWorks team for your comprehensive planning project? What sets us apart from most planning consultants or engineering firms?

- **GrantWorks** is a firm of **planning professionals**. Seventeen employees hold post-graduate degrees in Urban & Regional Planning, Construction Management, Civil Engineering, or Public Administration; seven are certified by the American Institute of Certified Planners (AICP), the profession's highest accreditation.
- Comprehensive planning is a **core business**—we have a dedicated staff of eight professionals who work 100% of their time on comprehensive plans.
- We have **in-house mapping expertise** in producing and generating digital and printed maps using GIS, CAD, and other graphics software.
- Collaborating with staff, officials and residents, we produce **creative, real-world** plans that draw on our expertise in project finance and grant funding. Too many plans are pie-in-the-sky dust collectors that never explain how to pay for what they propose.
- Because those who will use your plan have varied exposure to municipal governance and planning, we prepare documents using **layman's terms** with **clear, aesthetically pleasing graphics**.

EXPERIENCE WITH STATE AND FEDERAL GRANT PROGRAMS

Since 1979, **GrantWorks** has successfully assisted local governments with the Texas Community Development Block Grant (TxCDBG) program. **GrantWorks** provided administration, management and/or planning services for each of the following types of projects:

Texas Community Development Block Grant (CDBG)—GrantWorks' Recent History

- Planning Grants—198 projects funded, completed or underway **#1 in Texas**
- Community Development Fund—692 projects funded, \$231+ million **#1 in Texas**
- Colonia Construction Fund—118 projects administered, \$48+ million **#1 in Texas**
- Disaster Relief/Recovery Funds—74 projects administered, \$21+ million **#1 in Texas**
- Colonia Planning Fund—42 projects completed or underway **#1 in Texas**
- Texas Capital Fund (Economic Development) — 86 projects **#1 in Texas**
- Texas Main Street/Downtown Revitalization Program —37 projects **#1 in Texas**

Other Federal and State Programs:

Hazard Mitigation Planning (TDEM/FEMA)

- Hazard Mitigation Planning & Pre-Disaster Mitigation – 18 projects

CDBG-Disaster Recovery-Hurricanes Ike-Dolly Rounds 1, 2.1 and 2.2

- 92 contracts, \$434+ million, **#1 in Texas**

Texas HOME Program—Texas Department of Housing and Community Affairs (TDHCA)

- Homeowner Rehabilitation Assistance (HRA) Program (Owner-Occupied Rehab/Reconstruction) Funds
500+ contracts awarded to cities, counties, and non-profits for \$198+ million
3,000+ substandard houses rehabilitated or replaced **#1 in Texas**

Coastal Management Program/Coastal Impact Assistance Program (NOAA/GLO)

- 45 projects managed **#1 in Texas**

TxDOT Safe Routes to School Program

- 19 projects funded **#1 in Texas**

Texas Parks & Wildlife

- Outdoor/Indoor Recreation Program – 17 projects funded **#1 in Texas**
- Small Community Parks Program – 36 projects funded **#1 in Texas**

Planning Approach

GrantWork's planning approach is focused on detailed data collection, a thorough community input process, and a set of clear, feasible implementation strategies.

The plan will include a Standards-based assessment and a Demand-based assessment. These are accomplished through field work to inventory the existing conditions of parks and facilities within the community and a Parks Survey to determine citizen needs and desires for recreational facilities.

The Standards-based assessment compares the city's current inventory of facilities to standards developed by the National Recreation and Park Association and standards developed by the State of Colorado specifically for small communities. The Demand-based assessment utilizes the online Parks survey to gauge community members' needs and desires for recreational facilities. The assessment includes analysis based on survey responses as well as on the cultural and economic condition of Ovilla's residents.

The community survey process serves two important functions. First, it determines the goals and vision for the plan by highlighting aspects of parks that residents love and pinpointing aspects that they would like to see change. Second, it serves as an opportunity for stakeholders who do not regularly interact to communicate and on the recreational issues they care about.

We use mapped data from field work, evaluation of prior plans, surveys, and interviews to create recommendations and guidelines for community review and discussion. We then develop implementation strategies to lead the city toward residents' desired visions and in order to bring the community's parks up to national standards for provision of recreational amenities.

Our parks plans focus on feasible, actionable strategies that move beyond suggestions for more planning. We recommend mechanisms for leveraging local resources through collaboration between community groups, best practices, and grant opportunities. We consolidate strategies into an implementation table, used by many of our clients as a checklist that delineates the action to be taken, timeline, lead organization, cost estimate, and potential funding sources.

Our final plan documents consist of text, maps, figures, and illustrations. Digital versions of all documents are provided to our clients for easy exchange of information between officials, residents, and future consultants, and to facilitate the plan's daily use and regular revision. In addition to PDF versions, all text files are provided in Microsoft Word format and all mapping data is provided in ArcGIS format. All photographs taken during the planning process are provided to our clients for their use beyond the contract period.

A presentation at the end of the planning process will review the major goals and objectives defined by the community, the findings of the analysis components, and next steps for officials and residents to implement the plan.

PROJECT TEAM QUALIFICATIONS & RESUMES

GrantWorks, Austin, Texas

GrantWorks was founded in 1979 as BJS Consulting in Houston. The firm has since grown to include more than 60+ employees and ten offices across Texas. We are a full-service project management firm. Services include Contract Administration, Application Preparation, Beneficiary Documentation, Planning Studies; Land and infrastructure development; Affordable housing development; and Economic development.

Our Planning Services division includes eight staff members with a combined 50 years of planning experience. The Division has completed almost 200 comprehensive plans for cities and counties across the state. The planning team has diverse planning experiences, allowing the department to approach issues and solutions using a variety of perspectives. Key project team members available to work with the include:

Eric Hartzell, AICP

EXECUTIVE VICE PRESIDENT

Planning and Community Development management since 1994. Former TXCDBG Regional Coordinator (TDA-ORA Austin); City of Austin, Water/WasteWater Planner; MS Planning, UT-Austin; BS Geography, Ohio University; Member, American Planning Association, Congress of the New Urbanism, American Institute of Certified Planners

Carlos Beceiro, AICP

DIRECTOR OF PLANNING SERVICES

Carlos has 10 years of experience with infrastructure and land use planning. Since joining GrantWorks in 2006, he has developed more than 29 comprehensive plans for cities and counties. He specializes in infrastructure and housing planning for colonias as well as economic development in small town markets. Carlos is fluent in Spanish. He has a M.S. in Community & Regional Planning from The University of Texas at Austin.

Veronica Escalante, E.I.T.

ASSOCIATE ENGINEER

Veronica is fluent in Spanish and holds a B.S. in Civil Engineering from the University of Texas-Austin. She is currently a registered engineer-in-training (E.I.T.) Prior to joining GrantWorks, Veronica worked as a trainer at Texas Medicaid and Healthcare Partnership.

Zachary E. Stern, AICP

PLANNER

Zachary develops comprehensive plan elements including population, economic development, recreation, open space, housing and land-use analyses. Prior to joining GrantWorks, Zachary worked as a project manager for the City of Austin's Office of Neighborhood Housing and Community Development. He also worked as a planner and project manager with the New York City Department of Housing Preservation and Development. Zachary has a M.S. in Community and Regional Planning from UT-Austin.

Giacomo Yaquinto

SENIOR PLANNER

Giacomo develops comprehensive plan elements including population analysis, economic development, recreation and open space. Prior to joining GrantWorks, Giacomo worked in retail as a Senior Manager. Giacomo earned a M.S. in Community and Regional Planning with a Historic Preservation Specialization from UT-Austin.

Danielle Rojas**PLANNER**

Danielle develops comprehensive plan elements including population, economic development, recreation, open space, housing and land-use analyses. Prior to joining GrantWorks, Danielle worked with zoning and land use at a law firm in Columbia, South Carolina. Danielle holds an M.S. in Community and Regional Planning and M.A. in Latin American Studies from UT-Austin.

Sophia Benner**ASSOCIATE PLANNER**

Sophia develops comprehensive plan elements including population, economic development, recreation, open space, housing and land-use analyses. Prior to joining GrantWorks, Sophia worked for a planning firm in Austin where she worked on all planning phases of several projects. Sophia has a B.A. in Political Science from College of Charleston and earned her M.S. in Community and Regional Planning from UT-Austin.

Kyungah Lim**GEOGRAPHIC INFORMATION SYSTEMS TEAM LEAD**

Kyungah creates databases and mapping products for comprehensive plans and previously worked for the Travis County Transportation and Natural Resources department. She earned a B.A. in Economics from UT-Austin McCombs School of Business. She also holds a Level II certification in GIS from Austin Community College.

Jennifer Lindsey**GEOGRAPHIC INFORMATION SYSTEMS ANALYST**

Jennifer creates databases and mapping products for comprehensive plans. She previously worked for the General Land Office in the Coastal Grants & Projects division. She earned a B.A. in International Relations from Texas State University and holds a Level I certification in GIS from Austin Community College.

Karen Chorach**GEOGRAPHIC INFORMATION SYSTEMS ANALYST**

Karen creates databases and mapping products for comprehensive plans. She previously worked for the Texas Natural Resources Conservation Commission. She holds a Level I certification in GIS from Austin Community College.

CLIENT REFERENCES

City	Activities Completed	Implementation Successes	Reference
Atlanta (pop 5,675)	Base Mapping, Public Participation Program, Population and Land Use Analysis, Utilities, Streets and Drainage, CIP, Economic Development, Zoning and Subdivision Ordinance review	Plan completed in 2013; Ongoing water, sewer and drainage system improvements	David Cockrell, City Manager (903) 796-2192
Nash (pop 3,350)	Base Mapping, Public Participation Program, Population and Land Use Analysis, Utilities, Streets and Drainage, CIP, Economic Development, Parks and Open Space, Thoroughfare Planning, Zoning and Subdivision Ordinance revisions related to Texarkana area metropolitan growth.	Plan completed in 2011; Zoning Ordinance update underway; Website created; Ongoing water, sewer and drainage system improvements	Doug Bowers, Administrator (903) 838-0751
Seadrift (pop 1,364)	Base Mapping, Public Participation Program, Population and Land Use Analysis, Utilities, Streets and Drainage, CIP, Development of Zoning and Subdivision Ordinances	Ongoing water, sewer, and drainage system improvements. Successful CIAP grant implementation and wind turbine installations at water and sewer plants.	Elmer DeForest, Mayor (361) 785-2251
Hitchcock (pop 6,961)	Base Mapping, Public Participation Program, Population and Land Use Analysis, Utilities, Streets and Drainage, CIP/Finance	Ongoing water, sewer and drainage system improvements, single-family and multi-family housing improvements	Lucy Dieringer City Secretary, (409) 986-5591
Los Fresnos (pop 5,542)	Base and Utility Mapping, Land Use Analysis, Recreation Plan, Thoroughfares, Growth Scenarios, CIP/Finance, Public Participation, Zoning and Subdivision Ordinance Revisions	As a result of the recreational study, City continues to implement recreational improvements, recently acquiring a new park for use as a nature preserve with a hike and bike trail.	Mark Milum, City Manager (956) 233-5768
Combes (pop 2,895)	Base Mapping, Public Participation Program, Population and Land Use Analysis, Utilities, Streets and Drainage, CIP/Finance, Economic Development, Parks and Open Space, Thoroughfares, Public Facilities and Zoning Ordinance writing	Ongoing water, sewer and drainage system improvements, single-family and multi-family housing improvements,	Lonnie Bearden, Town Administrator, (956) 425-7131

GRANTWORKS PLANNING EXPERIENCE

Planning Clients List							
2014-2015							
Anthony		Crowell		Escobares		Oglesby	
Bronte		Dawson		Linden		Refugio	
Caddo Mills		DeKalb		Madisonville		Seymour	
Combes		Driscoll		Marion		Newton	
Rice		Woodsboro		New Deal		Rogers	
Wharton							
2013							
Agua Dulce	Garrett	Los Fresnos	Robert Lee	Bayside	Hackberry	Seadrift	
Atlanta	Hubbard	Midland Co.	Rising Star	Clarksville	Maud	Timpson	
Balmorhea	Huntington	Premont	Pharr	Eagle Lake	Naples		
Bishop	Jim Wells Co.	Odem		Falfurrias	Olney		
Concho Co.	Lometa	Runge		Ganado	Rio Hondo		
2011							
Bogata	Lone Oak	Woodville	Alto	Cross Plains	Goree	Lone Star	
Corrigan	Nash	Pecos Co.	Avinger	El Cenizo	Hearne	Point Comfort	
Daingerfield	Orange Grove		Berryville	Forsan	Hughes Springs	Scottsville	
Florence	Sudan		Blooming Grove	Goldthwaite	Ingram	Wallis	
Irion Co.	West Tawakoni		Crockett Co.	Goldsmith	Jim Wells Co.	Duval Co.	
2009							
Aurora	Dell City	La Salle Co.	Memphis	Amherst	Lockney	Terrell Co.	
Austwell	Dimmit Co.	Sinton	Moran	Columbus	Morton	Upton Co.	
Brooks Co.	Henrietta	Van	Turkey	Crane Co.	New Summerfield	Ward Co.	
Bowie	Hitchcock		Wolfe City	Ferris	Reeves Co.	Wink	
Boyd	Iredell			Kimble Co.	Taft	Refugio Co.	
2006							
2005							
Blanco	Aransas Co.	Merkel	Devine	Bandera	Jeff Davis Co.	Whiteface	
Kleberg Co.	Freer	Presidio Co.	Emory	Bee Co.	Jim Wells Co.		
Mason Co.	Grand Saline	San Patricio Co.	Farmersville	De Leon	La Coste		
Rusk	Littlefield	Spur	Gregory	Elkhart	Runnels Co.		
Trinity	Log Cabin	Tom Green Co.	Hudspeth Co.	George West	Sterling City		
Live Oak Co.			Tulia				
2002							
2001							
Coleman	Mathis	Alpine	Driscoll	Roaring Springs	Dickens	Oglesby	
Kendall Co.	O'Donnell	Atascosa Co.	Holiday Lakes	Thrall	Eagle Lake	Premont	
Kerr Co.	Seadrift	Bandera	Idalou	Weimar	Hale Center	Ropesville	
Mart	Wilson	Bandera Co.	Medina Co.	Woodsboro	Lometa	Carrizo Springs	
		Brewster Co.	New Deal		Marfa	Waskom	
					Anthony		
1999							
1998							
1997							
Agua Dulce	Palacios	Freeport	Driscoll	Roaring Springs	Dickens	Oglesby	
Bayside	Petersburg	Hitchcock	Holiday Lakes	Thrall	Eagle Lake	Premont	
Magnolia		Liverpool	Idalou	Weimar	Hale Center	Ropesville	
Overton		Sweeny	Medina Co.	Woodsboro	Lometa	Carrizo Springs	
Van Horn			New Deal		Marfa	Waskom	
					Anthony		
1996							
1995							
Agua Dulce	Palacios	Freeport	Driscoll	Roaring Springs	Dickens	Oglesby	
Bayside	Petersburg	Hitchcock	Holiday Lakes	Thrall	Eagle Lake	Premont	
Magnolia		Liverpool	Idalou	Weimar	Hale Center	Ropesville	
Overton		Sweeny	Medina Co.	Woodsboro	Lometa	Carrizo Springs	
Van Horn			New Deal		Marfa	Waskom	
					Anthony		
1994							
1993							
Agua Dulce	Palacios	Freeport	Driscoll	Roaring Springs	Dickens	Oglesby	
Bayside	Petersburg	Hitchcock	Holiday Lakes	Thrall	Eagle Lake	Premont	
Magnolia		Liverpool	Idalou	Weimar	Hale Center	Ropesville	
Overton		Sweeny	Medina Co.	Woodsboro	Lometa	Carrizo Springs	
Van Horn			New Deal		Marfa	Waskom	
					Anthony		

SCOPE AND COST OF SERVICES

SCOPE OF SERVICES:

RECREATION AND OPEN SPACE

1. RECREATION AND OPEN SPACE INVENTORY

- a. Contractor shall take an inventory of the community's existing parks, recreation facilities and open spaces to include but not necessarily be limited to the following:
 - (1) Location, type and use of public parks;
 - (2) Location and type of public recreation facilities, including public school facilities;
 - (3) Open spaces of all types including boulevards, parkways, floodplains, conservation areas, etc.
- b. Contractor shall identify the service area of the parks and recreational opportunities it provides.
- c. Review and report on recreational facilities and open spaces serving the community's population, but outside the municipality's jurisdiction.
- d. Review and report on major recreational facilities serving the community's population that are privately or semi-publicly owned and operated.

2. RECREATION AND OPEN SPACE ANALYSIS

- a. In coordination with city officials, Contractor shall establish **level of service** standards and criteria for determining adequacy of existing parks, recreational facilities and open space and future requirements.
- b. Contractor shall utilize workshops, hearings and/or canvasses to maximize opportunities to solicit public input on needs and document the dates of the methods used.
- c. Contractor shall describe the legitimate method for assessing needs. Explain how public input was used to assess needs.
- d. In consonance with the recommended standards, Contractor shall make a study and analysis to determine the adequacy of the existing parks and recreational facilities to meet the needs of the present and forecasted population, considering population growth, and change in composition.
- e. Contractor shall prepare a listing and priority ranking of problems relating to recreation facilities and open spaces. Explain how priorities were determined.

3. RECREATION FACILITIES AND OPEN SPACE PLAN

- a. In cooperation with municipal agencies, Contractor shall determine specific goals relating to recreation and open space requirements and prepare short and long-range (five and ten years') objectives to accomplish the stated goals.
- b. In relation of existing facilities, recognized problems, and in consonance with goals and objectives, Contractor shall prepare a parks and open space plan. The plan shall contain appropriate text and mapping and shall, as a minimum, include:
 - (1) Recommendations for improvements and expansion to existing facilities;
 - (2) Recommendations for the general location of new facilities;
 - (3) Recommendations for the development and protection of open space areas to include conservation areas and other areas endorsed with natural beauty; and
 - (4) Recommendations toward coordinating municipal programs and facilities with other overlapping services within the community, such as school facilities, etc.
 - (5) Population projections for the period of the plan and demographics on ethnicity, age, and income.
 - (6) The existing and proposed parks (and facilities, as appropriate), greenbelts and open spaces illustrated on the base map at its contracted scale.
- c. Recommended community improvements for the first five years shall be programmed and shall, as a minimum, include the following:
 - (1) Phasing of clear and measurable priorities;
 - (2) Timeline for completion;
 - (3) Estimated cost by project; and
 - (4) Possible sources of funding.

All mapping products are completed in CAD-convertible ArcGIS software, the industry standard. In addition, maps will be provided in paper and Adobe PDF digital formats.

COST OF SERVICES: GrantWorks will prepare the Master Park Plan and will complete activities specified in the Performance Statement of the Contract for the total fee of \$6,000.

SMALL BUSINESS STATUS AND EQUAL EMPLOYMENT OPPORTUNITY INFORMATION

GrantWorks is a small Texas-based corporation with 50+ full-time employees. GrantWorks does not qualify as a historically underutilized business (HUB) but it does qualify as a small business based on Texas CDBG criteria for consulting firms. All services performed by GrantWorks on behalf of local governments are provided without regard to race, national origin, religion, color, sex, age, familial status or disability. GrantWorks does not discriminate in employment opportunity in accordance with federal and local (City of Austin) laws.

EXPERIENCE IN DEVELOPING AND IMPLEMENTING CIVIL RIGHTS/EQUAL OPPORTUNITY/FAIR HOUSING ACTIVITIES

All recipients of Texas Community Development Block Grant (TxCDBG) funds are required to demonstrate compliance with State and Federal civil rights, equal opportunity, and fair housing regulations. For over 30 years, GrantWorks has assisted our clients with documenting their compliance efforts through the adoption of civil rights policies and development of notifications that satisfy State and Federal requirements.



November 7, 2017

Mr. John Dean, City Manager
City of Ovilla
105 Cockrell Hill Road
Ovilla, Texas 75154

RE: Letter Agreement between the City of Ovilla, Texas and MHS Planning & Design, LLC for a Parks, Recreation and Open Space Master Plan

Dear John:

MHS Planning & Design is pleased to have the opportunity to submit this proposal for the above referenced project. Based upon our understanding of the City's desires for the Parks, Recreation and Open Space Master Plan, we have prepared the following scope of services for your consideration:

I Basic Services of the Consultant:

- A. Service Area: The service area for the plan will be the corporate limits of Ovilla.
- B. Time Frame: The Master Plan will cover a period of 10 years.
- C. Data Collection:
 1. Obtain most recent maps of the service area including street maps, topography maps, and aerial photography, if available. Photograph all parks, recreation facilities and park sites in the service area. (See Section II for City's responsibility.)
 2. Obtain relevant planning documents.
 3. Obtain the most recent population projections and demographic data for the service area.
 4. Provide to the City a resident survey for City distribution regarding recreational opportunities, parks, open spaces, and desires and compile results. (See Section II for City's responsibility.)
 5. Meet with and City to discuss future park projects, desires, programming and maintenance of parks and public places.

D. Analysis of Supply and Demand:

1. Prepare "Needs Analysis" based on current and future supply and user demand. This analysis will include a review of each park in the existing system and will list recommended corrective actions, if any.
2. Conduct an input workshop with special interest groups and sports associations' representatives to further determine recreational needs. (See Attached Schedule)
3. Conduct a workshop with City staff, Park Board members and the general public to identify special park issues and desires. (See Attached Schedule)

NOTE: The above listed workshops will be scheduled in two groups to reduce the cost of the Master Plan to the City.

E. Preparation of Preliminary Master Plan

1. Document all existing park and open spaces within Ovilla city limits.
2. Identify future land acquisition and proposed facilities for parks, open space, gateways and recreation.
3. Prepare draft written report detailing the Master Plan.
4. Hold an interim meeting with City staff to review progress of planning, potential parks and recommendations and establish priorities to be included in the plan.
5. Present preliminary plan to the City staff, and special interest groups for comment. (One meeting)
6. Submit the draft plan to Texas Parks and Wildlife for review and comment.

F. Preparation of Final Master Plan

1. Incorporate review comments and prepare final written report including proposed phasing plan for park and recreation improvements, full color exhibits, and financing alternatives.

G. Presentation of Final Plan

1. Make presentation of the final Parks, Recreation and Open Space Plan to the City Council for adoption.
2. Present a copy of the final bound plan to the City. Product will be in full color bound format. The Consultant will also deliver to the City the final plan in PDF format for printing of copies.

H. Cost Containment:

1. In order to contain the cost of the plan, not more than four trips to Ovilla will be made by the Consultant. The City and the Consultant will make all reasonable efforts to group the scheduling of work tasks and meetings in order to take full advantage of each trip.

II The City's Responsibilities:

The City will designate in writing the primary contact person for the Project, and;

- A. Provide full information as to his requirements for the Project.
- B. Provide to the Consultant all reasonably available information pertinent to the Project including a City base map in digital form, topography, aerial photography and all previous reports, including the reports listed in I.C.2 and any other data relative to planning of the Project.
- C. Distribute and collect the citizen's survey and deliver the completed surveys to the Consultant for tabulation and analysis.
- D. Make all provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform his work under this Agreement.
- E. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Consultant and shall render in writing decisions pertaining thereto within reasonable time so as not to delay the work of the Consultant.
- F. Advertise for, coordinate and arrange public meetings, board meetings, and focus group meetings, and pay for all costs incident thereto.
- G. Provide such legal, accounting, and insurance counseling services as may be required for the Project.

III Additional Services

- A. General: In addition to the basic services to be furnished by the Consultant under this proposal for which the payment of the standard consulting fee shall be made, the Consultant shall furnish additional services of the following types, if AUTHORIZED BY THE CITY IN WRITING.
 1. Additional services due to significant changes in general scope of the project including, but not limited to, changes in size, complexity, or character when such changes are requested by the City.
 2. Revising at the City's request studies, reports, design documents, drawings or specifications which were previously approved by the City except the City shall not be obliged to pay when:

- a. The changes are required by regulating authorities or to bring the plan into compliance with applicable codes, ordinances, or standards, or
- b. The changes are required as a result of some error or omission on the part of the Consultant.

B. Furnishing of additional copies of reports and additional prints of drawings.

C. Additional services and costs necessitated by out-of-town travel required by the Consultant other than visits to the Project and consultation in the City's office as required by Section I.

D. Serving as expert witness or giving counsel for the City in any litigation, real or potential, or other legal proceeding involving the Project where the Consultant is not a party to the litigation.

E. Additional services in connection with the Project not otherwise provided for in this agreement.

F. Preparation of boundary survey, wetland delineation survey, lake permitting, flood studies, geotechnical investigations, plats, legal descriptions, or deeds, record search, abstracting of ownership or other related surveyor work.

IV Fees

A. The total fee for the work outlined in Section I will be \$24,450.00 plus reimbursable expenses including travel & reproduction.

V Billing

A. Billing shall be monthly based on the actual work completed. Invoices will be submitted to the City of Ovilla and shall be due upon receipt. MHS Planning & Design reserves the right to charge the amount of interest allowable under the current laws of the State of Texas on any invoices not paid within thirty (30) days.

VI General Conditions

A. Termination: This Agreement may be terminated by either party by giving ten (10) days written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated the Consultant shall be paid for work completed plus reimbursable expenses. Reimbursable expenses include actual expense for subcontracted services, transportation, and subsistence of personnel when traveling in connection with the Project; reproduction of reports, drawings, specifications, and similar Project related items.

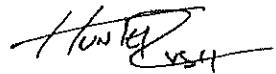
B. Estimates: Since the Consultant has no control over the cost of labor and materials, or other competitive bidding and market conditions, the estimates of construction are to be

made on the basis of his experience and qualifications but the Consultant does not guarantee the accuracy of such estimates as compared to the Contractor's bid, or the final contract cost.

- C. **LIMITED LIABILITY: THE LIMIT OF LIABILITY OF THE CONSULTANT FOR THIS PROJECT SHALL NOT EXCEED THE TOTAL COMPENSATION OUTLINED IN SECTION IV OF THIS CONTRACT.**
- D. **Successors and Assigns:** The City and the Consultant each binds himself and his officers, successors, executors, administrators and assigns to the other party of this Agreement in respect to all covenants of this Agreement; except as above, neither the City nor the Consultant shall assign, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any office or agent of any public body which may be a part hereto.
- E. **Findings Confidential:** All reports, information, and data prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
- F. **Interest of Members of City:** No member of the governing body of the City, and no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.
- G. **Interest in Other Local Public Officials:** No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.
- H. **Interest of Consultant and Employees:** The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this contract, no person having any such interest shall be employed.
- I. **Personnel:** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of the City. The Consultant further represents that although his staff does not include full time registered architects, all personnel engaged in the work shall be fully qualified, and authorized or permitted under the Texas Engineering Practice Act, State Law and local law to perform such services which may be a part hereto.

If this Agreement meets with your approval, please have the contract executed in the appropriate place below and return one original to us. I appreciate the opportunity to submit this proposal to you and look forward to working with you.

Sincerely,



Hunter N. Rush,
Senior Planner

HNR/pg

APPROVED

By: _____

Mr. John Dean
City Manager

Date: _____

Attest: _____



OVILLA PARKS MASTER PLAN PROCESS & COST

DATA COLLECTION (1 trip)	\$4,050
– Obtain Current Aerial Photography	
– Obtain FEMA Maps	
– Inventory, Walk & Photograph Existing Parks	
– Inventory, Walk & Photograph Natural Resources	
– Obtain Current Population & Projected Population	
– Prepare Base Maps	
 PUBLIC INPUT (1 trip)	 \$3,500
– Develop Citizens Survey	
– Conduct City Staff & Focus Group Meetings	
 GOALS & OBJECTIVES	 \$3,650
– Establish Goals for Parks & Open Space	
– Establish Objectives	
– Establish Targeted Level of Service	
– Identify Active/Passive Recreational Needs	
 SCHEMATIC PLAN	 \$3,400
– Existing Parks - Service Area Map	
– Potential Park Projects Map	
– Potential Open Space Projects Map	
– Park Network Map	

PRELIMINARY PLAN (1 trip)	\$5,850
– Easy to Understand Format	
– Descriptive Narrative	
– Color Photos	
– Maps	
– Illustrations to Convey Concepts	
– Meet All Requirements for Texas Parks & Wildlife Approval	
REVIEW PERIOD	\$ 500
– City Staff Review	
– Citizen Review	
– Texas Parks & Wildlife Review	
FINAL PLAN & PLAN ADOPTION (1 trip)	\$3,500
TOTAL PRICE	\$24,450

TRAVEL & REPRODUCTION EXPENSES

- Mileage @ \$.56/mile
- Reproduction @ cost + 15%



OVILLA PARKS MASTER PLAN

PROCESS & TIMELINE

DATA COLLECTION **Month 1**

- Obtain Current Aerial Photography
- Obtain FEMA Maps
- Inventory, Walk & Photograph Existing Parks
- Inventory, Walk & Photograph Natural Resources
- Obtain Current Population & Projected Population
- Develop Citizen's Survey
- Prepare Base Maps

PUBLIC INPUT **Month 2 & 3**

- Distribute Citizen's Survey
- City Staff & Focus Group Meetings
- Conduct Input Meetings with the General Public

GOALS & OBJECTIVES **Month 4**

- Establish Goals for Parks & Open Space
- Establish Objectives
- Establish Targeted Level of Service
- Identify Active/Passive Recreational Needs
- Tabulate Citizen's Survey

SCHEMATIC PLAN**Month 4**

- Existing Parks - Service Area Map
- Potential Park Projects Map
- Potential Open Space Projects Map
- Park Network Map

PRELIMINARY PLAN**Month 4-5**

- Easy to Understand Format
- Descriptive Narrative
- Color Photos
- Maps
- Illustrations to Convey Concepts
- Meet All Requirements for Texas Parks & Wildlife Approval

REVIEW PERIOD**Month 5-6**

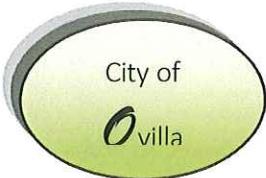
- City Staff Review
- Citizen Review
- Texas Parks & Wildlife Review

FINAL PLAN & PLAN ADOPTION**Month 6****ACTION / IMPLEMENTATION**



**MHS Planning & Design
Hourly Rates
Effective January 1, 2017**

Mark H. Spencer Principal	\$ 150.00 per hour
Professional Engineer	\$ 130.00 per hour
Sr. Planner	\$ 100.00 per hour
Landscape Architect	\$ 90.00 per hour
CADD Drafter	\$ 80.00 per hour
Word Processing/Clerical	\$ 45.00 per hour
Mileage	\$.56 per mile
Surveying, engineering, architectural, reproduction, aerial photography & all other expenses & contracted services	Cost plus 15%



Ovilla City Council

AGENDA ITEM REPORT Item 7

Meeting Date: December 11, 2017

Department: Administration/Fire

Discussion Action

YES NO N/A

Submitted By: Fire Chief Kennedy

Amount: \$360

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

Attachments:

1. Fire Alarm Monitoring Agreement

Agenda Item / Topic:

ITEM 7. DISCUSSION/ACTION – Consideration of and action on a fire alarm monitoring agreement with Action Fire Pros.

Discussion / Justification:

Currently we are using a monitoring company called Urban for our fire alarm in the Fire Station. We also use a company named Eagle, and they service all of our fire extinguishers as well as our fire alarm system. Action Fire Pros is a company out of Waxahachie that can take care of all of these needs previously mentioned, and consolidate into one bill.

Reasons for changing to Action Fire Pros:

1. Streamline bill paying to one company
2. Annual monitoring cost will decrease from \$420.00 to \$360.00
3. Action Fire Pros is located in Waxahachie - Urban is in Mesquite

Recommendation / Staff Comments:

Staff is recommending approval of the new agreement with Action Fire Pros.

Sample Motion(s):

I move to approve/deny the fire alarm monitoring agreement with ACTION Fire Pros as presented.



ACTION
FIRE PROS

Action Fire Alarm, LLC
dba Action Fire Pros
P.O. Box 797
Waxahachie, TX 75168

FIRE ALARM MONITORING AGREEMENT

Account Number: AFA5504

This Agreement is dated as of **December 6, 2017** ("Effective Date"), and is by and between Action Fire Alarm Inc. dba Action Fire Pros ("Company") and **City of Ovilla Fire Department** ("Customer") regarding fire alarm monitoring at the following address: **105 S Cockrell Hill Rd Ovilla, TX 75154** ("Premises").

BILLING PERIOD: MONTHLY ANNUALLY QUARTERLY OTHER

1. MONITORING OF FIRE ALARM SYSTEM. During the term of this Agreement, Company agrees to connect to and monitor signals generated by Customer's fire alarm system that are transmitted to Company's monitoring station (the "**Central Monitoring Station**"). Customer agrees that the method used to transmit signals from its fire alarm system to the Central Monitoring Station will be compatible with the Company's monitoring systems. Company agrees to monitor the Customer's fire alarm system 24 hours a day, 365 days a calendar year.

2. FEE FOR MONITORING SERVICES. During the term of this agreement, Customer will pay a monitoring charge of **\$360.00** per billing period together with the applicable sales tax, if any. Customer agrees to pay the monitoring charges on an annual/quarterly/monthly basis within thirty (30) days of receiving an invoice for such payment. All invoices shall be delivered by Company to Customer's billing address as set forth in the notice provisions of this Agreement. Monitoring charges for any partial billing period shall be billed as if the Company monitored Customer's alarm for the full month.

Initial: _____ Company has explained to Customer the various methods by which Customer may elect to transmit alarm signals to the Central Monitoring Station. (i.e. standard telephone lines/cellular telephone/long range radio and/or internet TCP/IP), together with the advantages and limitations of each transmission option. Customer understands and acknowledges that the Central Monitoring Station will not be alerted to an interruption and/or failure of such communication without additional Customer provided equipment and services which are not included in this Agreement.

Initial: _____ Customer understands and acknowledges that Company has explained that future or prospective change(s) to Customer's communication equipment may adversely affect the alarm systems ability to communicate with the Central Monitoring Station. Customer agrees to immediately notify Company of any changes to its communication methods that may affect the monitoring of the fire alarm system. Further, Customer agrees that it is the Customer, not the

Company, who is solely responsible for the communication equipment over which Company has no control.

3. **LIMITATIONS OF LIABILITY:** Customer understands that alarm monitoring is available from other companies, and agrees that Company and Customer do not have a disparity of bargaining power. Company assumes no liability or responsibility for interruptions in monitoring, including, without limitation, interruptions caused by failure of Customer's telephone equipment and/or other communication transmission services or failure of monitoring caused directly or indirectly by changes or modifications made to such communication services without notifying and obtaining approval of Company. Company does not promise or guarantee that the police or fire departments or any private alarm response services or others notified by Company or its monitoring subcontractor will respond to security monitoring calls, now or in the future. Company makes no representations or warranties regarding the Monitoring Services or the Detection Systems installed. Company disclaims all implied warranties, including any warranty of merchantability or fitness for a particular purpose. Company cannot assure that the Monitoring Services provided will avert or prevent occurrences, or the consequences of them that remote Monitoring is purchased to detect, or that the Monitoring is in all respects fail safe, cannot be comprised or circumvented, or that in all cases the Monitoring Services or Detection Systems will prevent any loss by burglary, hold-up, fire or otherwise, or that the Monitoring Services or Detention System will in all cases provide the protection for which it is installed or intended. Customer understands that Company is not an insurer, and that (i) insurance, if desired, must be obtained by Customer, and (ii) that the charges payable to Company under this Agreement are based solely on the cost of monitoring service, and are not based on the value of Customer's premises or property, or the property of others located at the premises. Customer agrees that the maximum liability of Company, an assignee, or any monitoring subcontractor, with respect to the services to be provided, or in the event of the sole, joint, or concurrent negligence of Company, an assignee, or any monitoring subcontractor, or any of their agents and employees, or anyone acting on their behalf or due to any other liability otherwise arising (however arising), including claims for personal injury, property damage or economic loss shall be \$500.00. Company would not offer its Monitoring Services at the price provided herein without the limitation of liability contained in this agreement.

4. **TERM AND TERMINATION.** The initial term of this Agreement begins on the first day of the month in which date Agreement is executed and ends on the last day of the month twelve (12) full calendar months thereafter, unless otherwise renewed as provided in this Agreement (the "**term**"). The term automatically renews for successive renewal terms of (12) months each until such time as the then-existing term is terminated by either party upon any of the following: (a) Customer's written notice to Company of Customer's termination of this Agreement given at least thirty (30) days prior to the expiration date of the term then in effect; (b) Company's delivery of at least 10-days advance written notice to Customer of Company's termination following the failure by Customer to make timely payment of the charges provided for in Paragraph 2 hereof; provided, however, that Customer shall have the right, not more than one time each calendar year, to nullify any such termination by making payment of such charges within 5 business days following receipt of such termination notice; (c) the insolvency or adjudication of bankruptcy of Company, or the assignment for the benefit of creditors or reorganization or liquidation proceedings filed by or against Company;

(d) Company's 30-day written notice to Customer of Company's intention to terminate the term for any reason; or (e) Customers 30-day written notice to Company of Customer's termination of this Agreement irrespective of clause (a) above. Notwithstanding anything herein to the contrary, Company may terminate monitoring services to Customer upon ten (10) days' written notice upon the occurrence of the following: (i) Customer uses or attempts to use alarm system for other than its intended use, or (ii) Subscriber engages in abusive conduct with employees of Company or its monitoring subcontractor.

5. RETURNED CHECK FEE. Customer shall pay Company \$50.00 on each occasion that Customer's payment check is returned by the bank for "insufficient funds" or any other reason.

6. SIGNAL RESPONSE. Company, or its monitoring subcontractor, upon receipt of an alarm signal from the Premises of Customer, shall notify only those persons, entities and/or police, private security response and fire agencies on the Customer Subscriber Data attached as **Exhibit A** to this Agreement. Customer acknowledges that those persons, entities, and/or private alarm response entities or others which Customer originally designated on the Customer Subscriber Data and the telephone numbers of the same may not be correct or appropriate indefinitely. Customer assumes the responsibility of notifying Company in writing when changes in the identity of or telephone numbers of the appropriate persons or entities to be notified in the event of respective emergencies are necessary.

7. CONNECTIONS. The parties acknowledge that the signals from Customer's alarm system are transmitted to Company's Central Monitoring Station by Customer's choice of communication method, that are wholly beyond the control of Company. Customer's alarm system is maintained and serviced by the applicable telephone utilities or service providers, not by Company. Company disclaims responsibility for the condition and function of such transmission lines and equipment, and any disruption of service not the fault of Company. No refund or credit will be made for periods where communications systems or transmission are not functioning to the extent not the fault of Company. Customer has the sole responsibility to test and service Customer's fire alarm system located at the Premises. Customer has the sole responsibility to obtain any required permits for its fire alarm system at the Premises, and Company shall obtain all legally required permits and licenses for monitoring the fire alarm system at the Premises.

8. **INDEMNITY. CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS COMPANY, ITS SUCCESSORS AND ASSIGNS, AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL PERSONS OR ENTITIES INCLUDING DETECTION SYSTEM'S INSURANCE CARRIER FOR ALL CLAIMS, LOSS, DAMAGE, SUIT OR LIABILITY INVOLVING DAMAGE TO OR DESTRUCTION OF PROPERTY, PERSONAL INJURY TO OR DEATH OF ANY PERSON OR PERSONS, OR ECONOMIC LOSS ARISING FROM THE INSTALLATION, USE, SERVICE, OPERATION, FAILURE TO OPERATE, MALFUNCTION OR THE PRESENCE OR USE OF SUCH MONITORING OF THE ALARM SYSTEM UNLESS SUCH LOSS, INJURY OR DEATH IS OCCASIONED BY THE SOLE, JOINT NEGLIGENCE OF COMPANY OR ITS SUBCONTRACTOR. THIS INDEMNITY EXTENDS TO WHATEVER CLAIM MAY BE ASSERTED, WHETHER BY STATUTE, CONSTITUTION OR COMMON LAW, INCLUDING BUT NOT LIMITED TO DECEPTIVE TRADE PRACTICES ACT, BREACH OF CONTRACT, NEGLIGENCE**

MISREPRESENTATION, NEGLIGENCE, GROSS NEGLIGENCE WARRANTY, FRAUD OR PRODUCTS LIABILITY. CUSTOMER AGREES TO INDEMNIFY COMPANY AGAINST, AND DEFEND AND HOLD COMPANY HARMLESS FROM ANY ACTION FOR SUBROGATION WHICH MAY BE BROUGHT AGAINST COMPANY BY ANY INSURER OR INSURANCE COMPANY OR ITS AGENTS OR ASSIGNS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY'S FEES.

9. **LIQUIDATED DAMAGES.** Customer acknowledges that it is impracticable and extremely difficult to fix the actual damages, if any, which may proximately result from incorrect installation or a failure of the Monitoring Services or the Detection System. If the limitation of liability contained in Paragraph 3 shall not be enforced for any reason, Company, an assignee, or any monitoring subcontractor shall be liable for \$500.00 as liquidated damages for breach of this Agreement, or with respect to the services to be provided hereunder, or in the event of sole, joint or concurrent negligence of Company, an assignee, or any monitoring subcontractor, or any of their agents and employees, or anyone acting on their behalf or due to any other liability otherwise arising (however arising), including claims for personal injury, property damage or economic loss.

10. **DISPUTE RESOLUTION.** The Parties agree to attempt to resolve all claims, disputes, controversies or other matters arising out of, or related to this Agreement, or any party's performance or non-performance under this Agreement first by direct, good-faith negotiation. In the event good-faith negotiations are not successful, the Parties agree to resolve all claims, disputes, controversies or other matters through non-binding mediation using a mediator mutually acceptable to the Parties. In the event mediation is not successful, the Parties agree that all claims, disputes, controversies or other matters arising out of, or related to this Agreement, or any party's performance **SAVE AND EXCEPT FOR NON-PAYMENT BY CUSTOMER** shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association and the award rendered by the arbitration shall be final and judgment may be entered upon the award in accordance with the applicable law in any court having jurisdiction thereof. **THE ARBITRATOR(S) MAY AWARD ONLY ACTUAL DAMAGES AND SHALL HAVE NO AUTHORITY TO AWARD PUNITIVE DAMAGES, EXCEPT TO THE EXTENT THAT APPLICABLE LAW PROHIBITS WAIVER OF SUCH DAMAGES.** Each party hereto agrees to keep all disputes and arbitration proceedings confidential, except for disclosures required by applicable law, or communications with each party's legal and/or financial advisors. Customer agrees that Company may seek recovery for non-payment of monitoring fees in any court having jurisdiction over such matters without regard for the heretofore described dispute resolution process.

11. **VALIDITY.** If any provisions of this Agreement are in conflict with any statute or rule of law, or any state or territory wherein it may be sought to be enforced, then such provisions will be deemed null and void to the extent that they may conflict with such a statute or rule of law, but without invalidating the remaining provisions of this Agreement.

12. **ACKNOWLEDGEMENT.** Customer acknowledges that Customer has received and read this Agreement and understands this Agreement, together with all attachments, and both Customer

and Company agree to be bound by such terms. The parties further agree that this Agreement contains the entire agreement between the parties, and no modifications shall be given effect unless they are in writing and signed by all parties. Catalogs or pamphlets supplied by manufacturer(s) or Company are for information only and do not modify these provisions. All previous and contemporaneous agreements, representations, warranties, promises and conditions relating to the subject matter of this Agreement are superseded by this Agreement.

13. **ASSIGNMENT.** Company may assign, but not subcontract, this Agreement to a licensed contractor or other licensed entity who or which expressly assumes the obligations and liabilities of Company under this Contract. Company may also assign the right to receive payments under this Agreement following Company's prior written notice to Customer of such assignment. Except as otherwise provided in this Agreement, Customer may not assign right to receive services hereunder.

14. **NOTICES; BILLING ADDRESS.** All notices, demands, statements or communication (collectively, "Notices") given or required to be given by either party to the other hereunder shall be in writing, shall be sent by United States certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier service (e.g., Federal Express) or delivered personally to the parties at their addresses set forth below, or to such other firm or to such other place as such party may from time to time designate in a Notice to the other. Any Notice will be deemed given on the date personal delivery is made. The Parties agree that the Notices described may be delivered through electronic mail to the email addresses provided below and the sending party may use an electronic delivery receipt as *prima facie* evidence of receipt.

Customer:

Billing Address:	City of Ovilla Fire Department 105 S Cockrell Hill Rd Ovilla, TX 75154
Telephone No:	972-617-7375
Email Address:	klindsey@cityofovilla.org

Company:

Action Fire Alarm Inc. dba Action Fire Pros P.O. Box 797 Waxahachie, TX 75168 Telephone No.: 1-800-550-2287
--

15. **ENTIRE AGREEMENT.** This agreement and the Exhibits referenced herein and attached hereto contain the entire agreement relating to monitoring and supersede all prior agreements, whether oral and written and language, if any, to the contrary on any writing, form, estimate, purchase order or other such document.

16. **GOVERNING LAW AND JURISDICTION.** This Agreement, and all matters arising under or relating to this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the state of Texas. Any party who wishes to bring against the other

party a civil action or proceeding arising out of or relating to either this Agreement or the relationship of the parties may bring such action or proceeding only in a state or federal court in Ellis County, Texas, to the exclusion of all other venues. For this purpose, each party consents to personal jurisdiction in such state or federal court and waives any claim that any proceeding brought in accordance with this paragraph has been brought in an inconvenient forum or that the venue of that proceeding is improper.

17. ATTORNEY'S FEES. If either party retains an attorney to enforce or defend its rights in connection with this Agreement or any claim, action or proceeding arising out of or in any relating to either this Agreement or the relationship of the parties, then the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

DO NOT SIGN UNLESS YOU HAVE READ THE ENTIRE AGREEMENT & UNDERSTAND ALL OF ITS TERMS

The Effective Date of this Agreement is the date stated in the introductory clause.

Action Fire Alarm Inc. dba Action Fire Pros

By: _____
(Signature)

Name: _____
Title: _____

Customer: City of Ovilla Fire Department

By: _____
(Signature)

Name: _____
Title: _____

EXHIBIT A

Customer Subscriber Data

[attached hereto-if not attached, this Agreement shall be deemed null and void]



ACTION FIRE PROS

1-800-550-2287

Date: 12-6-2017

Account Number: AFA5504

Please provide the following information needed to set up your fire alarm monitoring account.

Premises Information

NAME: _____ City of Ovilla Fire Department _____

STREET ADDRESS: 105 S Cockrell Hill Rd

CITY: OVILLA **STATE:** TX **ZIP CODE:** 75154

PREMISE'S TEL# 1 _____ **TEL# 2** _____

**Note – Premise's numbers will be contact first & then call list will be followed.*

CALL LIST INFORMATION:

NAME

TELEPHONE#

Email Address

1) _____

²⁾ _____

3) <http://www.who.int/mediacentre/factsheets/fs390/en/>

4) www.who.int/mediacentre/newsroom/detail/10/WHO-recommends-new-global-targets-for-eliminating-malaria

How would you like to be notified of troubles and supervisory signals?

Phone Email Both (Please check one)

Please note that you will automatically be called on ALL actual alarms on the system.

AGENDA ITEM REPORT
Item 8 – Items pulled from Consent

Meeting Date: December 11, 2017

Department: Administration/Finance

Discussion Action

Budgeted Expense: YES NO N/A

Submitted by: Staff

Amount: N/A

Discussion / Justification:

ITEM 8. **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 . . .

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	November 2017	November 2017 YTD	November 2016	November 2016 YTD
Accident	1	22	6	33
Alarms	13	152	16	201
Arrest	6	89	6	33
Assault/Assault FV	0	14	0	3
Assists	83	861	55	507
Building / House Security Check	545	6495	1270	15570
Burglary	0	6	0	16
Burglary of Motor Vehicle	0	4	0	7
Criminal Mischief	1	10	1	13
Disturbance	6	108	7	94
Neighborhood Check	1160	15907	1488	16409
Other Calls for Service	52	531	55	1100
Suspicious Person	7	85	8	85
Suspicious Vehicle	27	279	9	150
Theft	3	17	2	16
Traffic Assignment/School Enforcement	13	574	110	1172
TOTAL CALLS FOR SERVICE	1917	25154	3033	35409

Reserve Officer Hours	24.8	193.8	0	66
Average Response Time (Minutes)	5	4.547	7.23	5.2
Total Citations	30	1245	134	1244
Total Traffic Stops *****	253			
Traffic Stop Disposition Warning *****	223			
Traffic Stop Disposition Citation *****	30			
PERCENT OF STOPS RECEIVING CITATIONS	11.9	#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

November 2017	TO	December 2017	MILEAGE	MAINTENANCE PERFORMED
Police Unit #	Begin	End	Accrued	
103	142325	142528	203	
104	120774	120995	221	11/6 new battery
105	97201	98065	864	
116	40534	43464	2930	11/6 front left tire replaced
117	29785	32031	2246	
216	9602	10123	521	
 				
Vehicles	Begin	End	Accrued	
2017 F250 4x4	5072	5813	741	
2015 2500 HD Silverado	29735	30256	521	11/6 oil change
2011 3500HD Silverado	47575	48016	441	11/9 new tires
2008 2500HD Animal Control	75146	75722	576	
2008 1500 Silverado	105639	106227	588	
2006 1500 Silverado	115891	116178	287	11/6 back right tire plugged
2001 C6500 Dump Truck	17858	17877	19	
1999 International Patch Trk	311701	311701	0	
1998 Ford Dump Truck	52160	52160	0	
 				
	HOURS	HOURS	HOURS	
New Holland Skid LS60	1180	1180	0	
1999 Kubota Tractor	934	935.3	1.3	
1992 Ford Tractor	1074.2	1074.2	0	
Sweeper	619.9	619.9	0	
310K John Deere Backhoe	1333.2	1346.4	13.2	
Stone Packer 3100	4504.4	4504.4	0	
Ingersoll Mobil Air Compress	1320.8	1320.8	0	

Green Golf Cart	763.1	763.1	0	
Jet Machine	474.9	474.9	0	
2016 Exmark	166	171.1	5.1	
2013 Exmark	303.7	306.5	2.8	
2004 Exmark	999.2	1002.6	3.4	11/6 replaced a seal

OVILLA FIRE DEPARTMENT



MONTHLY REPORT

OVILLA FIRE DEPARTMENT

November-17

City of Ovilla Calls for Service	2016 Totals	2017 Totals
Fire 8		Fire 7
EMS 17	25	EMS 28
		35
ESD #2 Calls for Service		
Fire 3		Fire 5
EMS 19	22	EMS 18
		23
ESD #4 Calls for Service		
Fire 0		Fire 1
EMS 6	6	EMS 10
		11
Mutual Aid Provided		
Fire 7		Fire 11
EMS 0	7	EMS 0
		11
Total Calls For Service / Month	60	80
Total Calls For Service / YTD	669	712

	Time from Notify to Time On Scene		Reaction Times	
	<u>October</u>	<u>November</u>	<u>October</u>	<u>November</u>
Average Response Times for City of Ovilla	4:46	5:46	E-701	1:37 1:41
Average Response Times for ESD # 2	7:17	7:43		
Average Response Times for ESD # 4	8:05	9:26		

<u>FLEET REPORT</u>					
<u>Year</u>	<u>Unit #</u>	<u>Beginning Mileage</u>	<u>Ending Mileage</u>	<u>Total</u>	<u>Maintenance</u>
2016	E701	6,526	6,867	341	\$ 357.19 Transmission
1998	XE701	113,739	113,739	0	\$ -
2003	E702	26,279	26,308	29	\$ -
2001	B701	55,541	55,765	224	\$ 3,120.50 Pump Motor
2011	B702	3,192	3,236	44	\$ -
2005	R755	17,027	17,123	96	\$ -
2007	C702	93,570	93,945	375	\$ -
2016	C701	13,338	13,799	461	\$ -
				TOTAL SPENT	\$ 3,477.69

MONTHLY REPORT DECEMBER 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 / 38** Volunteer shifts were covered and these **35** shifts there were 4 personnel on the Engine
- **5 / 8** weekend day shifts were worked by a volunteer

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

From the Deputy Chief / Fire Marshal

12 - Inspections
5 - Re Inspections
3 - Consults
2 - Meetings
1 - Commercial Occupancy
Training With the Volunteers
Back Up P.D. on calls

Fire Department News For the Month

1. Have Submitted paperwork to TFS for 4 Grant Opportunities
2. Monthly Siren Test Were Complete on the first Wednesday of the month, all sirens operated properly
3. C-701 responded to 6 calls for manpower and or command staff.
4. C-702 responded to 6 calls for manpower and or command staff.
5. Attended Monthly ESD #2 and ESD #4 Meeting
6. Hired 2 Volunteer Firefighters Nolan Fansler and Alyssa McArthy
7. Current staffing, 2-Chiefs, 5-Captains, 20-Part Time Firefighter EMT-P,
8-Part Time Firefighter EMT-B, 11-Volunteer Firefighters, Total F.D. Staff = 46

Grant Report

- Received \$5,750.00 from Texas A&M Forest Service for Fire Department Insurance Program
- Received Grant Reimbursement for S.C.B.A., Should take delivery in the next week or so.
\$132,000
- Received \$1,792.16 from Texas A&M Forest Service for Fire Department Insurance Program

MONTHLY REPORT DECEMBER 2017 MEETING



Date: December 6, 2017

TO: Honorable Mayor and City Council Members

FROM: Brad Piland Public Works Director

TOPIC: Public Works Monthly Report for November

1. 50 Work Orders completed for November
2. Purchased water from DWU 16236000 gal / Billed to customers 14670000 gal/ difference of 1566000 gal

Sewer Lift Station Repairs-

- Pulled pump 1 at Highland Meadows Lift Station
- Removed pump 1& 2 from Cumberland removed debris and replaced
- Pulled pump 1 and removed debris Heritage

Monthly Water and Sewer:

- Read water meters, serviced disconnects and reconnects
- Replaced meters: 100 Nob Hill
- Daily water maintenance residual and pressure tests
- Repaired water leaks: 719 Westmoreland Road, 617 Buckboard, 111 Water Street, 200 block Lariat Trail, 300 block Willow Creek

****Flushed Hydrants**

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

****Watered plants at City Hall and park**

Tree and grass maintenance:

- Heritage Park
- Silver Spur Park
- Maintenance to baseball fields and Cindy Jones Park
- Assisted Code Enforcement with mowing properties

Street and Misc.

- Street Repairs: Shiloh, Bryson Lane, Johnson Lane, Suburban Drive
- Install new signs: Ovilla Road/Shiloh, 619 Hosford Drive
- Installed lights and decorations in Heritage Park for tree lighting event
- Hung Christmas Banners
- Updated marquee as needed
- Serviced Police Units as needed

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: Need to Add EWF

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:

11/15/17

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. *Repaired Fence*

All equipment is securely anchored.

Lead 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:

DM *Bedell*

APPENDIX A: SUGGESTED GENERAL MAINTENANCE CHECKLISTS

Surfacing (§2.4)

Adequate protective surfacing under and around the equipment.

Install/replace surfacing

Surfacing materials have not deteriorated.

Replace surfacing

Other maintenance: _____

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

Remove trash and debris

Loose-fill surfacing materials are not compacted.

Rake and fluff surfacing

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

Rake and fluff surfacing

Drainage (§2.4)

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

Improve drainage

Other maintenance: _____

General Hazards

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

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

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

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

NOTES:

DATE OF INSPECTION:

11/2/17 11/16/17

Security of Hardware (§2.5)

There are no loose fastening devices or worn connections.

Replace fasteners

Other maintenance: _____

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

Replace part

Other maintenance: _____

Durability of Equipment (§2.5)

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

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

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

All equipment is securely anchored.

Leaded Paint (§2.5.4)

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

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

Mitigate lead paint hazards

General Upkeep of Playgrounds (§4)

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

Remove string or rope

Correct other modification

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

Clean playground

There are no missing trash receptacles.

Replace trash receptacle

Trash receptacles are not full.

Empty trash

INSPECTION BY:

DM JE

APPENDIX A: SUGGESTED GENERAL MAINTENANCE CHECKLISTS

Surfacing (§2.4)

- Adequate protective surfacing under and around the equipment.
 - Install/replace surfacing
- Surfacing materials have not deteriorated.
 - Replace surfacing
 - Other maintenance: _____
- Loose-fill surfacing materials have no foreign objects or debris.
 - Remove trash and debris
- Loose-fill surfacing materials are not compacted.
 - Rake and fluff surfacing
- Loose-fill surfacing materials have not been displaced under heavy use areas such as under swings or at slide exits.
 - Rake and fluff surfacing

Drainage (§2.4)

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

General Hazards

- There are no sharp points, corners or edges on the equipment (§3.4).
- There are no missing or damaged protective caps or plugs (§3.4).
- There are no hazardous protrusions (§3.2 and Appendix B).
- There are no potential clothing entanglement hazards, such as open S-hooks or protruding bolts (§2.5.2, §3.2, §5.3.8.1 and Appendix B).
- There are no crush and shearing points on exposed moving parts (§3.1).
- There are no trip hazards, such as exposed footings or anchoring devices and rocks, roots, or any other obstacles in a use zone (§3.6).

NOTES:

DATE OF INSPECTION:

11/2/17 11/16/17

Security of Hardware (§2.5)

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

Durability of Equipment (§2.5)

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

Leaded Paint (§2.5.4)

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

General Upkeep of Playgrounds (§4)

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

INSPECTION BY:

DM JE



DATE: December 11, 2017
TO: Honorable Mayor and Council Members
FROM: Linda Harding, City Accountant
SUBJECT: Accounting Department Report

August Reports – Financials ending 10/31/2017
Over \$5,000
Bank Balances as of 12-4-17
Financial graph representing October 2017

Mentions to reports: First month of new fiscal year.

AUDIT for FY 16/17: Auditors have requested a few items and that process will continue. The auditors will be in house starting January 2, 2018.

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. with three (3) one-year optional extensions for the fiscal years ending through September 2019.

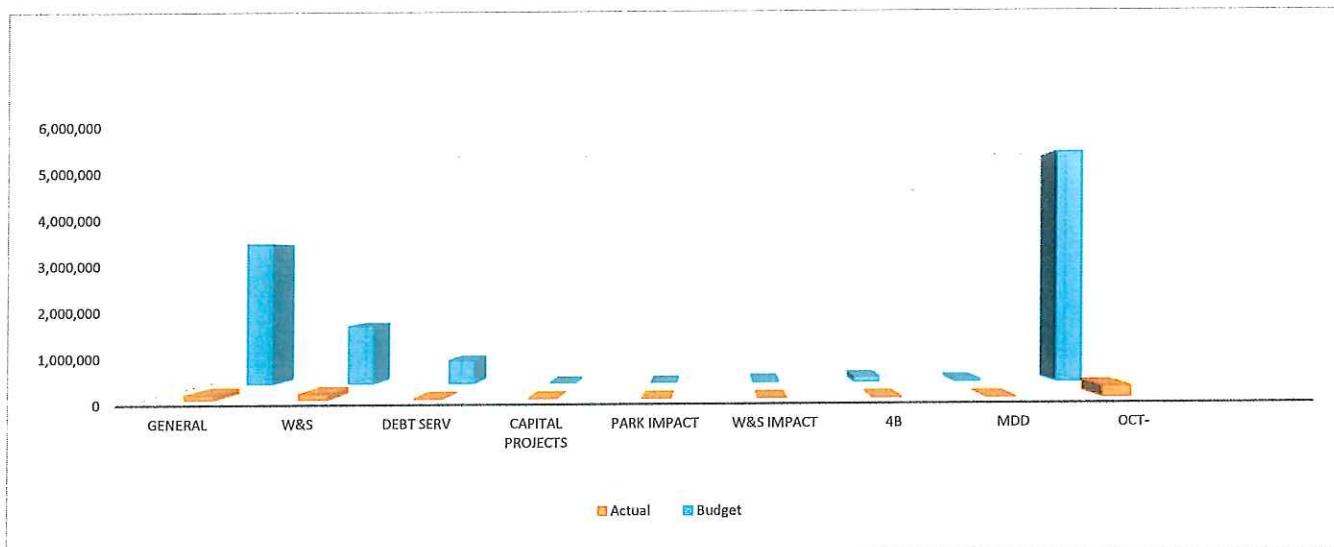
December 2017 Prepare for Bank RFQ to start May 2018-2021, or use 1st of 2 year extensions.

Department duties:

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

Name	Account #	Previous Balance	NEW BALANCE	As Of
<u>Debt Fund</u>	*0291	51,484.65	95,283.01	12/6/2017
<u>General Fund Reserve</u>	608	56,238.71	56,238.71	12/6/2017
<u>GF Reserve CD</u>	*0694	247,739.71	248,083.15	12/6/2017
<u>Water Impact</u>	*2322	50,939.92	50,952.48	12/6/2017
<u>4B EDC</u>	*3691	552,503.91	552,685.56	12/6/2017
<u>Fire Dept. Auxil.</u>	*3909	1,125.00	1,200.00	12/6/2017
<u>Water Money Market</u>	*4323	189,374.04	189,428.52	12/6/2017
<u>MDD Fund</u>	*7451	220,984.98	225,421.81	12/6/2017
<u>Water Credit Card</u>	*7531	139.61	139.66	12/6/2017
<u>GF Reserves Money Mkt.</u>	*7583	128,264.54	128,301.44	12/6/2017
<u>GF Money Market</u>	*7605	230,666.91	230,733.27	12/6/2017
<u>Park Fund Money Mkt.</u>	*7613	74,000.15	74,018.40	12/6/2017
<u>Capital Projects Money Mkt.</u>	*7648	130,713.04	130,750.64	12/6/2017
<u>W&S Impact-Sewer</u>	*8699	72,853.23	72,853.23	12/6/2017
<u>employee benefit trust</u>	*8777	37.82	268.59	12/6/2017
<u>GF Operating</u>	*9437	544,359.78	565,439.16	12/6/2017
<u>W&S Fund Operating</u>	*9445	581,008.49	594,767.76	12/6/2017
<u>Police Special Fund</u>	*9792	115.51	115.51	12/6/2017
SUB TOTAL		3,132,550.00	3,216,680.90	
TexPool - CAPITAL PROJECT	1878	308.16	308.16	12/6/2017
TexStar - GENERAL FUND	1110	3,764.93	3,768.32	12/6/2017
TexStar - GENERAL FUND	1120	938.44	939.33	12/6/2017
TexStar - W&S IMPACT	3540	3,180.24	3,180.24	12/6/2017
TexStar - CAPITAL PROJECT	5340	1,407.56	1,407.56	12/6/2017
TexStar - W&S FUND	5350	1,155.24	1,157.16	12/6/2017
Bryson Manor - GENERAL FUNC	8662	298,122.79	298,220.80	12/6/2017
Leose	2510	1,152.62	1,152.62	12/6/2017
TOTAL BANK BALANCES		3,442,579.98	3,526,815.09	

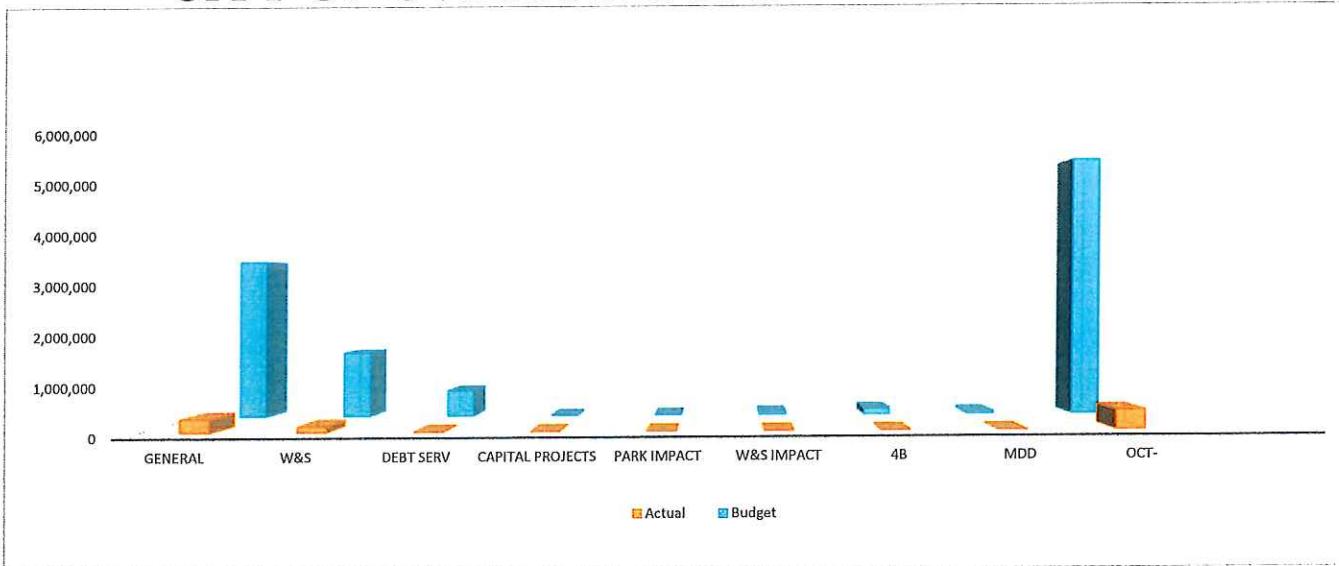
CITY OF OVILLA REVENUE FY 2017-2018



City of Ovilla Revenue

FUNDS	Capital									
	General	W&S	Debt Serv	Projects	Park Impact	W&S Impact	4B	MDD	Oct-	
Actual	103,587	123,039	793	40	353	2,206	8,449	4,294	242,761	
Budget	3,555,419	1,459,213	576,650	270	8,793	54,756	132,140	51,100	5,838,341	
Over / (Under) Budget	(3,451,832)	(1,336,174)	(575,857)	(230)	(8,440)	(52,550)	(123,691)	(46,806)	(5,595,580)	

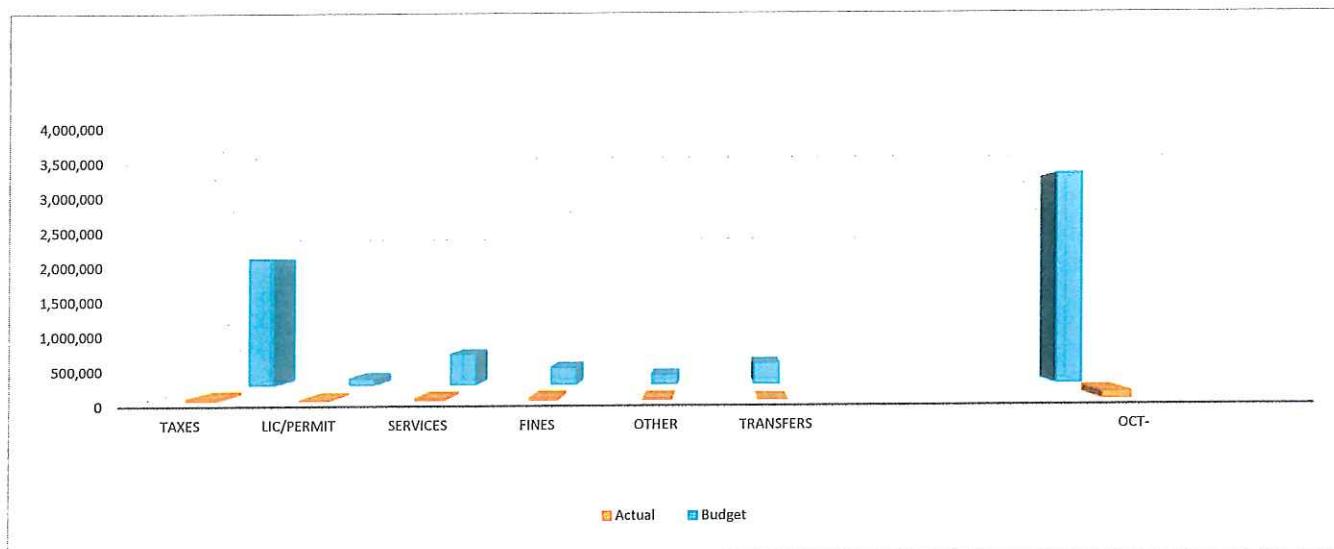
CITY OF OVILLA EXPENSE FY 2017-2018



City of Ovilla Expense

FUNDS	Capital									
	General	W&S	Debt Serv	Projects	Park Impact	W&S Impact	4B	MDD	Oct-	
Actual	279,002	116,738	0	0	0	0	68	68	395,876	
Budget	3,555,419	1,459,213	576,650	270	8,793	54,756	132,140	51,100	5,838,341	
Over / (Under) Budget	(3,276,417)	(1,342,475)	(576,650)	(270)	(8,793)	(54,756)	(132,072)	(51,032)	(5,442,465)	

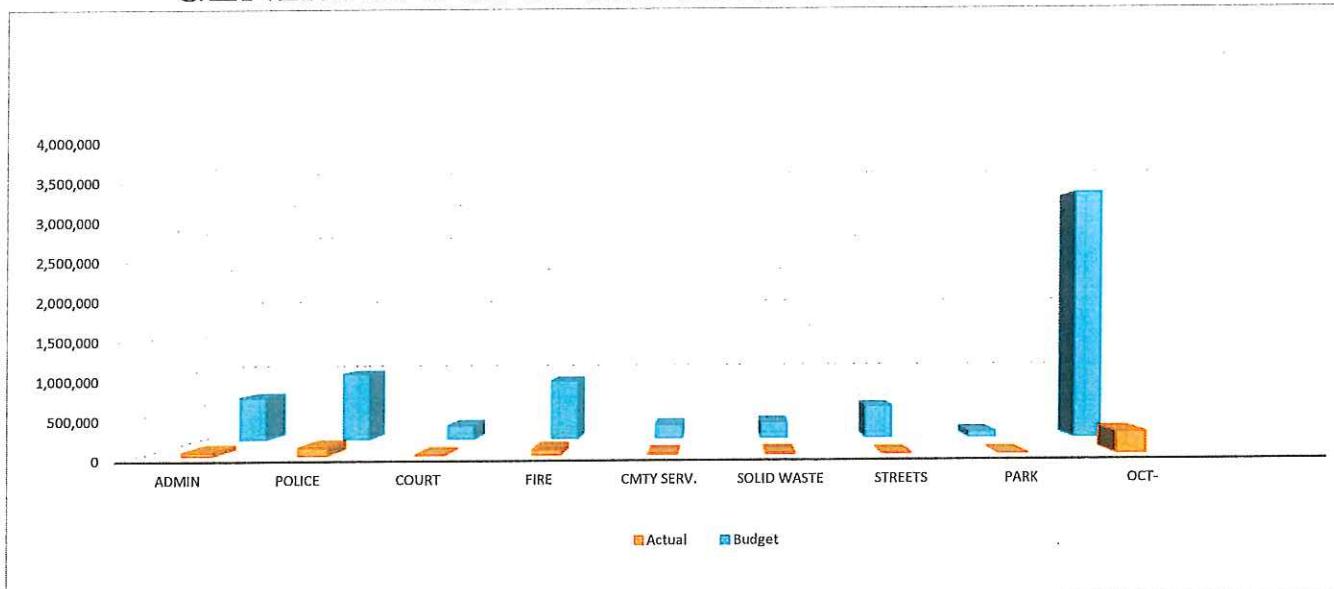
GENERAL FUND REVENUE FY 2017-2018



General Fund Revenue

	Taxes	Lic/Permit	Services	Fines	Other	Transfers	Oct-
Actual	28,574	4,496	23,946	29,605	16,966	0	103,587
Budget	2,134,245	106,581	517,446	287,205	156,325	353,617	3,555,419
Over / (Under) Budget	(2,105,671)	(102,085)	(493,500)	(257,600)	(139,359)	(353,617)	(3,451,832)

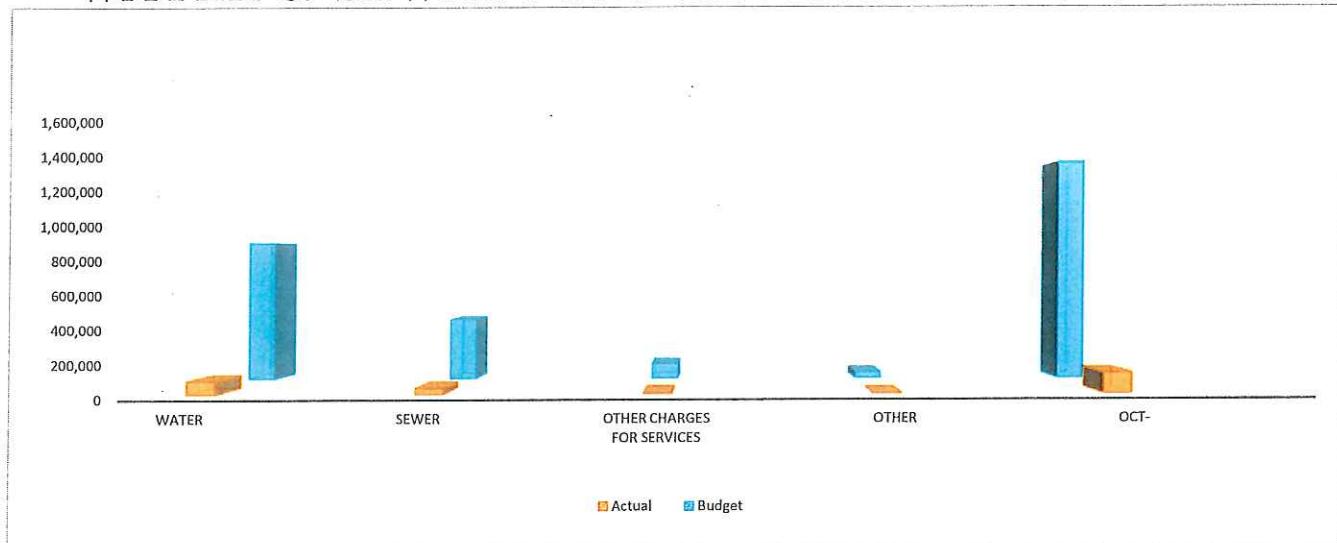
GENERAL FUND EXPENSE FY 2017-2018



General Fund Expense

	Admin	Police	Court	Fire	CMTY Serv.	Solid Waste	Streets	Park	Oct-
Actual	47,812	105,038	9,517	70,334	16,205	19,419	8,674	2,003	279,002
Budget	608,355	948,664	191,149	841,662	198,737	228,497	456,922	81,433	3,555,419
Over / (Under) Budget	(560,543)	(843,626)	(181,632)	(771,328)	(182,532)	(209,078)	(448,248)	(79,430)	(3,276,417)

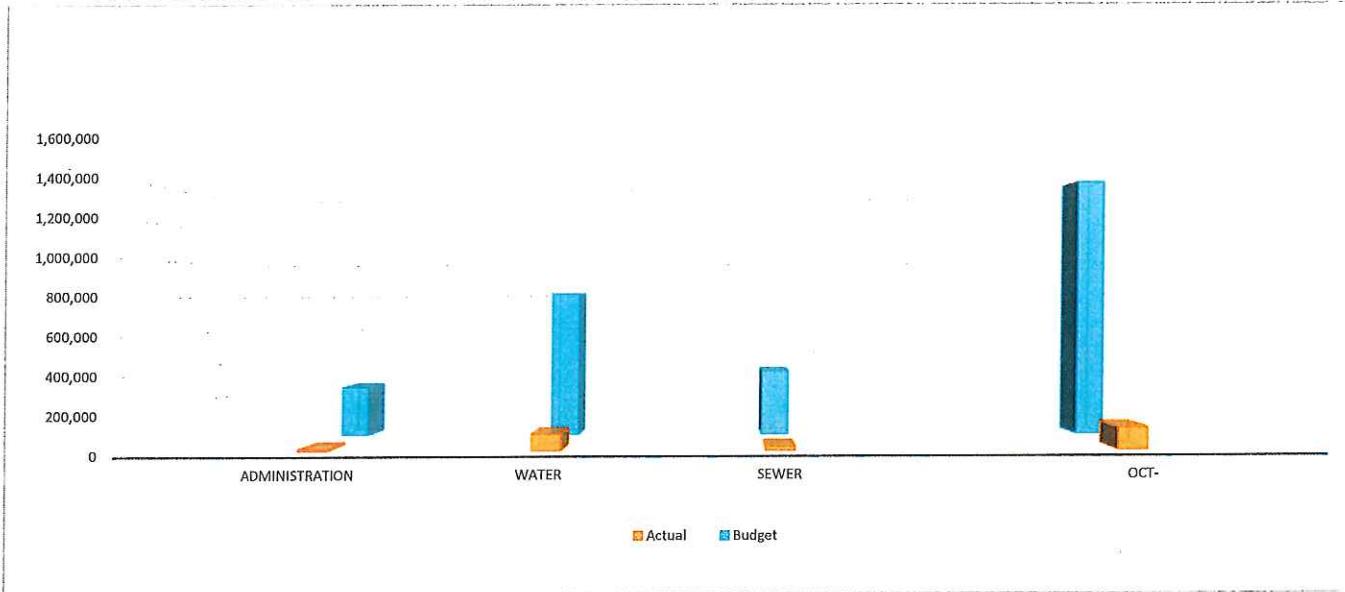
WATER & SEWER FUND REVENUE FY 2017-2018



Water & Sewer Revenue

	Water	Sewer	Other Charges for Services	Other	Oct-
Actual	79,236	34,219	8,058	1,525	123,038
Budget	920,296	399,708	98,809	40,400	1,459,213
Over / (Under) Budget	(841,060)	(365,489)	(90,751)	(38,875)	(1,336,175)

WATER & SEWER FUND EXPENSE FY 2017-2018



Water & Sewer Fund Expense

	Administration	Water	Sewer	Oct-
Actual	10,390	86,597	19,750	116,737
Budget	276,716	815,527	366,970	1,459,213
Over / (Under) Budget	(266,326)	(728,930)	(347,220)	(1,342,476)



DATE: DECEMBER 11, 2017

TO: Honorable Mayor and Council Members

FROM:
Linda Harding, Accountant

SUBJECT: Financial Statements Through October 2017

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over	% of Budget
	October 2017	'Oct 2017	(Under)	Thru October
			Budget	Budget
Revenues				
4000100 · Taxes				
4000105 · Ad Valorem, Current	2,317	2,317	1,649,432	(1,647,115)
4000106 · Ad Valorem, New & improvements	0	0	53,233	(53,233)
4000110 · Ad Valorem, Delinquent	53	53	10,000	(9,947)
4000113 · Interest/Penalties - Prop Tax	47	47	7,000	(6,953)
4000120 · Sales Tax	16,548	16,548	201,264	(184,716)
4000125 · Sales Tax - Street Improvement	4,137	4,137	50,316	(46,179)
4000130 · Franchise Tax	5,472	5,472	163,000	(157,528)
Total 4000100 · Taxes	28,574	28,574	2,134,245	(2,105,671)
				1%
4000200 · Licenses and Permits				
4000210 · Residential Building Permits	2,249	2,249	60,000	(57,751)
4000214 · Misc Building Permits	1,306	1,306	23,952	(22,646)
4000230 · Plan Review Fee	553	553	12,000	(11,447)
4000260 · Alarm Permits	70	70	2,604	(2,534)
4000270 · Animal Tag Fees	168	168	3,706	(3,538)
4000272 · Impound Fees	45	45	2,751	(2,706)
4000290 · Misc Licenses and Permits	105	105	1,568	(1,463)
Total 4000200 · Licenses and Permits	4,496	4,496	106,581	(102,085)
				4%
4000400 · Charges for Services				
4000325 · ESD #2	0	0	190,000	(190,000)
4000330 · ESD #4	0	0	55,628	(55,628)
4000411 · Copies and Maps	8	8	100	(92)
4000415 · Police Reports	12	12	150	(138)
4000420 · Park Lights	0	0	500	(500)
4000440 · Oak Leaf Animal Control	690	690	2,100	(1,410)
4000450 · Subdivision Fees	240	240	6,900	(6,660)
4000480 · Solid Waste (Garbage)	22,920	22,920	256,968	(234,048)
4000485 · 50/50 Sidewalk Program	0	0	1,250	(1,250)

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2017	'Oct 2017		Thru October
		Budget	Budget	8%
4000490 · Misc Charges for Services	75	75	3,850	(3,775) 2%
Total 4000400 · Charges for Services	23,946	23,946	517,446	(493,500) 5%
4000500 · Fines and Forfeitures				
4000535 · Omni Warrant Revenue	197	197	2,868	(2,671) 7%
4000510 · Fines - Police	28,273	28,273	265,008	(236,735) 11%
4000520 · Fines - Animal Control	0	0	456	(456) 0%
4000525 · Fines - Code Enforcement	196	196	8,949	(8,753) 2%
4000550 · Municipal Court Technology	508	508	5,424	(4,916) 9%
4000551 · Municipal Court Security	381	381	4,068	(3,687) 9%
4000590 · Misc Fines and Forfeitures	50	50	432	(382) 12%
Total 4000500 · Fines and Forfeitures	29,605	29,605	287,205	(257,600) 10%
4000800 · Other Revenue				
4000810 · Heritage Day	3,845	3,845	26,000	(22,155) 15%
4000818 · Lease Proceeds	0	0	0	0 0%
4000820 · Water Tower Lease	11,697	11,697	118,250	(106,553) 10%
4000840 · Interest Earned	600	600	7,560	(6,960) 8%
4000860 · Grant Proceeds	0	0	0	0 0%
4000870 · Insurance Proceeds	0	0	0	0 0%
4000885 · Proceeds from Sale of Assets	0	0	0	0 0%
4000887 · HOA Revenue	0	0	1,015	(1,015) 0%
4000890 · Misc Other Revenue	824	824	3,500	(2,676) 24%
Total 4000800 · Other Revenue	16,966	16,966	156,325	(139,359) 11%
4000900 · Transfers In				
4000905 · Weapons Purchase Plan	0	0	11,730	(11,730) 0%
4000925 · Admin.Rev. received from 4B-EDC	0	0	2,500	(2,500) 0%
4000927 · 4B-EDC Revenue: Monument Signs	0	0	30,000	(30,000) 0%
4000930 · Admin. Rev. Rec. From W&S Fund	0	0	23,724	(23,724) 0%
4000940 · Admin.Rev. Rec. from MDD Fund	0	0	500	(500) 0%

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	October 2017	'Oct 2017	Budget	Budget	Thru October
4000945 - Trans in from Court Security	0	0	7,300	(7,300)	0%
4000990 - Reduction in Fund Balance	0	0	277,863	(277,863)	0%
Total 4000900 - Transfers In	0	0	353,617	(353,617)	0%
Total Revenues	103,587	103,587	3,555,419	(3,451,832)	3%
Gross Resources	103,587	103,587	3,555,419	(3,451,832)	3%
Expenditures					
10 - Administration					
5101100 - Salaries & Wages					
5101110 - City Administrator	7,692	7,692	78,750	(71,058)	10%
5101115 - City Secretary	5,000	5,000	44,250	(39,250)	11%
5101117 - City Accountant	4,159	4,159	39,338	(35,179)	11%
5101120 - Admin. Support	2,856	2,856	27,035	(24,179)	11%
5101180 - Merit Raises, Staff	0	0	5,682	(5,682)	0%
Total 5101100 - Salaries & Wages	19,707	19,707	195,055	(175,348)	10%
5101400 - Support Staff					
5101490 - Overtime	0	0	625	(625)	0%
Total 5101400 - Support Staff	0	0	625	(625)	0%
5102100 - Employee Benefits					
5102110 - Group Insurance	4,151	4,151	31,117	(26,966)	13%
5102135 - TMRS	1,918	1,918	25,715	(23,798)	7%
5102160 - Worker's Compensation	233	233	933	(700)	25%
5102170 - Payroll Taxes	291	291	3,772	(3,481)	8%
5102180 - Unemployment Taxes	0	0	1,000	(1,000)	0%
5102190 - Auto Allowance	400	400	4,800	(4,400)	8%
5102196 - Indiv. Membership Dues	375	375	1,950	(1,575)	19%
Total 5102100 - Employee Benefits	7,368	7,368	69,287	(61,919)	11%

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over	% of Budget
	October 2017	'Oct 2017	(Under)	Thru October
		Budget	Budget	8%
5102200 · Special Services				
5102210 · Tax Assessing & Collecting Fees	0	0	1,618	(1,618) 0%
5102220 · Tax Appraisal Fee	0	0	16,355	(16,355) 0%
5102230 · Legal Fees	60	60	35,000	(34,940) 0%
5102240 · Audit	0	0	7,650	(7,650) 0%
5102250 · Accounting	0	0	2,000	(2,000) 0%
5102260 · Engineering Fees	201	201	10,000	(9,799) 2%
Total 5102200 · Special Services	261	261	72,623	(72,362) 0%
5102300 · Contractual Services				
5102310 · Consultant Fees	0	0	10,000	(10,000) 0%
Total 5102300 · Contractual Services	0	0	10,000	(10,000) 0%
5102500 · Operating Services				
5102530 · Custodial Service Contract	344	344	4,128	(3,784) 8%
5102540 · IT - Computer Maintenance	2,317	2,317	25,200	(22,883) 9%
Total 5102500 · Operating Services	2,661	2,661	29,328	(26,667) 9%
5102600 · Special Expenses				
5102610 · Election - Payroll	0	0	850	(850) 0%
5102620 · Election - Supplies	0	0	2,500	(2,500) 0%
5102630 · Election Meeting Expense	0	0	100	(100) 0%
5102650 · Codification Book Update	0	0	3,600	(3,600) 0%
Total 5102600 · Special Expenses	0	0	7,050	(7,050) 0%
5103100 · General Supplies				
5103110 · Office Supplies	1,308	1,308	8,000	(6,692) 16%
5103140 · Uniforms	0	0	350	(350) 0%
Total 5103100 · General Supplies	1,308	1,308	8,350	(7,042) 16%

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over	% of Budget
	October 2017	'Oct 2017	(Under)	Thru October
			Budget	Budget
				8%
5103400 · Maintenance Supplies / Parts				
5103410 · Supplies - Custodial	87	87	1,500	(1,413)
5103440 · Maintenance Agreement Expense	0	0	400	(400)
5103460 · Miscellaneous	0	0	1,500	(1,500)
Total 5103400 · Maintenance Supplies / Parts	87	87	3,400	(3,313)
				3%
5104200 · Travel Expenses				
5104210 · Travel - Local	312	312	500	(188)
5104220 · Professional Development	367	367	6,550	(6,183)
5104222 · Professional Develop - Council	931	931	1,300	(369)
5104225 · City Council Meal Expense	0	0	2,200	(2,200)
5104230 · Professional Develop - In-House	0	0	500	(500)
Total 5104200 · Travel Expenses	1,610	1,610	11,050	(9,440)
				15%
5105200 · Data Processing Expenses				
5105230 · Data Proc-Maintenance & Repair	0	0	8,000	(8,000)
5105240 · Data Processing - Software	9,598	9,598	11,005	(1,407)
Total 5105200 · Data Processing Expenses	9,598	9,598	19,005	(9,407)
				51%
5105300 · Printing Expense				
5105310 · Copier Expense	680	680	4,476	(3,796)
5105320 · Printing - Newsletters	0	0	5,108	(5,108)
5105330 · Printing - Forms	0	0	1,500	(1,500)
Total 5105300 · Printing Expense	680	680	11,084	(10,404)
				6%
5105400 · Utilities				
5105410 · Telephone	128	128	1,500	(1,372)
5105415 · Cellular Phone	119	119	1,450	(1,331)
5105417 · Internet	160	160	2,823	(2,663)

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over	% of Budget
	October 2017	'Oct 2017	(Under)	Thru October
			Budget	8%
5105420 · Wireless Cards	76	76	912	(836) 8%
5105450 · Electricity	464	464	4,635	(4,171) 10%
Total 5105400 · Utilities	947	947	11,320	(10,373) 8%
5105500 · Repairs & Bldg Improvements				
5105520 · Repairs - Buildings	990	990	33,200	(32,210) 3%
5105540 · Repairs - Machinery & Equipment	0	0	500	(500) 0%
5105590 · Repairs - Other	174	174	1,300	(1,126) 13%
Total 5105500 · Repairs & Bldg Improvements	1,164	1,164	35,000	(33,836) 3%
5105600 · Insurance				
5105610 · Insurance - Property	479	479	1,915	(1,436) 25%
5105620 · Insurance - Liability	200	200	800	(600) 25%
5105630 · Insurance - Fidelity Bond	0	0	300	(300) 0%
5105632 · Notary Bond	0	0	450	(450) 0%
5105635 · Public Officials Surety Bonds	0	0	2,210	(2,210) 0%
Total 5105600 · Insurance	679	679	5,675	(4,996) 12%
5105700 · Other Expenses				
5105705 · Postage	325	325	6,756	(6,431) 5%
5105710 · Cash - Over/Short	0	0	10	(10) 0%
5105725 · Records Management Expense	0	0	1,500	(1,500) 0%
5105730 · City - Memberships	100	100	2,500	(2,400) 4%
5105740 · Legal Notices/Advertisement	983	983	9,000	(8,018) 11%
5105752 · Employment Screening	0	0	400	(400) 0%
5105753 · Solicitor Screening	0	0	200	(200) 0%
5105760 · Bank Service Charge	0	0	100	(100) 0%
5105764 · Filing Fees	172	172	500	(328) 34%
5105765 · Miscellaneous	161	161	2,767	(2,606) 6%
Total 5105700 · Other Expenses	1,741	1,741	23,733	(21,992) 7%

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2017	'Oct 2017	Budget	Thru October
			Budget	8%
5106400 · Minor Capital Outlay				
5106440 · Machinery & Equipment	0	0	1,000	(1,000) 0%
5106465 · Furniture	0	0	1,000	(1,000) 0%
Total 5106400 · Minor Capital Outlay	0	0	2,000	(2,000) 0%
5109000 · Reserves				
5109015 - Reserve for FD & PD Radios	0	0	93,770	(93,770) 0%
Total 5109000 - Reserves	0	0	93,770	(93,770) 0%
Total 10 · Administration	47,812	47,812	608,355	(560,543) 8%
20 · Police				
 5201100 · Salaries & Wages				
5201120 · Police Chief	5,882	5,882	74,243	(68,361) 8%
5201143 · Command Staff	4,541	4,541	57,309	(52,768) 8%
5201150 · Certification Pay	185	185	2,400	(2,215) 8%
5201180 · Merit Raises - Staff	0	0	3,947	(3,947) 0%
Total 5201100 · Salaries & Wages	10,608	10,608	137,899	(127,291) 8%
 5201400 · Support Salaries				
5201405 · Support Staff	2,442	2,442	30,826	(28,384) 8%
5201408 - Sergeant	3,698	3,698	88,047	(84,349) 4%
5201410 · Patrol	21,443	21,443	248,352	(226,909) 9%
5201412 - Patrol Part Time	1,363	1,363	20,500	(19,138) 7%
5201415 · Certification Pay	162	162	2,701	(2,539) 6%
5201470 - Salary Increase	0	0	6,220	(6,220) 0%
5201480 · Merit Raises	0	0	10,012	(10,012) 0%
5201490 · Overtime	1,419	1,419	16,000	(14,581) 9%
Total 5201400 · Support Salaries	30,525	30,525	422,658	(392,133) 7%

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over	% of Budget
	October 2017	'Oct 2017	(Under)	Thru October
		Budget	Budget	8%
5202100 · Employee Benefits				
5202110 · Group Insurance	11,625	11,625	84,581	(72,956)
5202135 · TMRS	3,870	3,870	53,161	(49,291)
5202160 · Worker's Compensation	3,118	3,118	12,471	(9,353)
5202170 · Payroll Taxes	649	649	8,789	(8,140)
5202196 · Membership Dues	228	228	315	(87)
Total 5202100 · Employee Benefits	19,490	19,490	159,317	(139,827)
				12%
5202300 · Contractual Services				
5202355 · Contract Labor - Individual	0	0	500	(500)
5202356 · Gingerbread House	1,000	1,000	1,000	0
5202380 · Dispatch	7,962	7,962	15,925	(7,963)
5202385 · Jail Expense	0	0	1,000	(1,000)
5202390 · Special Response Team	7,500	7,500	8,500	(1,000)
5202395 · Contractual Services Other	0	0	1,000	(1,000)
Total 5202300 · Contractual Services	16,462	16,462	27,925	(11,463)
				59%
5202500 · Operating Services				
5202530 · Custodial Service Contract	235	235	2,820	(2,585)
5202540 · Computer Maintenance	0	0	700	(700)
5202560 · Internet Subscriptions	0	0	1,350	(1,350)
Total 5202500 · Operating Services	235	235	4,870	(4,635)
				5%
5202600 · Special Expenses				
5202675 · National Night Out	135	135	500	(365)
Total 5202600 · Special Expenses	135	135	500	(365)
				27%
5203100 · General Supplies				
5203110 · Office Supplies	159	159	1,050	(891)
				15%

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)		% of Budget Thru October
			Budget	Budget	
	October 2017	'Oct 2017			
5203140 · Uniforms	87	87	8,500	(8,413)	1%
5203170 · Evidence Gathering	26	26	700	(674)	4%
Total 5203100 · General Supplies	273	273	10,250	(9,977)	3%
5203400 · Maintenance Supplies & Parts					
5203410 · Supplies - Custodial	0	0	800	(800)	0%
Total 5203400 · Maintenance Supplies & Parts	0	0	800	(800)	0%
5204200 · Travel Expenses					
5204210 · Travel - Local	0	0	1,000	(1,000)	0%
5204220 · Professional Development	2,780	2,780	7,915	(5,135)	35%
5204235 · Ammo	0	0	1,000	(1,000)	0%
5204270 · Vehicle Expenses	2,174	2,174	24,000	(21,826)	9%
Total 5204200 · Travel Expenses	4,954	4,954	33,915	(28,961)	15%
5205200 · Data Processing Expenses					
5205220 · Data Proc - Equipment	0	0	5,000	(5,000)	0%
5205240 · Data Processing - Software	17,851	17,851	18,000	(149)	99%
Total 5205200 · Data Processing Expenses	17,851	17,851	23,000	(5,149)	78%
5205300 · Printing Expenses					
5205310 · Copier Expense	90	90	1,210	(1,120)	7%
5205330 · Printing - Forms	0	0	300	(300)	0%
5205350 · Printing - Other	105	105	500	(395)	21%
Total 5205300 · Printing Expenses	195	195	2,010	(1,815)	10%
5205400 · Utilities					
5205410 · Telephone	125	125	1,500	(1,375)	8%
5205415 · Cellular Phone	99	99	1,188	(1,089)	8%
5205417 · Internet - PD	160	160	1,920	(1,760)	8%

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	October 2017	'Oct 2017	Budget	Budget	Thru October
5205420 · Wireless Cards	190	190	3,192	(3,002)	6%
5205450 · Electricity	253	253	4,500	(4,247)	6%
Total 5205400 · Utilities	826	826	12,300	(11,474)	7%
5205500 · Repairs & Building Improvements					
5205520 · Repairs - Building	0	0	5,000	(5,000)	0%
5205540 · Repairs- Machinery & Equipment	0	0	1,000	(1,000)	0%
5205550 · Repairs - Vehicles	373	373	10,000	(9,627)	4%
Total 5205500 · Repairs & Building Improvements	373	373	16,000	(15,627)	2%
5205600 · Insurance					
5205610 · Insurance - Property	488	488	1,950	(1,463)	25%
5205620 · Insurance - Liability	1,337	1,337	5,348	(4,011)	25%
5205640 · Insurance - Vehicle	1,227	1,227	4,908	(3,681)	25%
Total 5205600 · Insurance	3,052	3,052	12,206	(9,155)	25%
5205700 · Other Expenses					
5205742 · Public Relations	0	0	550	(550)	0%
5205745 · Weapons Purchase Plan	0	0	11,730	(11,730)	0%
5205752 · Employment Screening	0	0	1,550	(1,550)	0%
5205765 · Miscellaneous	60	60	1,500	(1,440)	4%
Total 5205700 · Other Expenses	60	60	15,330	(15,270)	0%
5206400 · Minor Capital Outlay					
5206440 · Machinery & Equipment	0	0	9,734	(9,734)	0%
5206445 · Personal Protective Equipment	0	0	2,600	(2,600)	0%
5206450 · Vehicles	0	0	57,350	(57,350)	0%
Total 5206400 · Minor Capital Outlay	0	0	69,684	(69,684)	0%
Total 20 · Police	105,038	105,038	948,664	(843,626)	11%

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2017	'Oct 2017		
	Budget	Budget		
25 · Municipal Court				
5251100 · Salaries & Wages				
5251140 · Municipal Judge	634	634	11,110	(10,477)
Total 5251100 · Salaries & Wages	634	634	11,110	(10,477)
				6%
5251400 · Support Staff				
5251405 · Support Staff	2,829	2,829	34,695	(31,866)
5251470 · Salary Increase	0	0	1,041	(1,041)
5251480 · Merit Raises	0	0	1,041	(1,041)
5251490 · Overtime	119	119	1,400	(1,281)
Total 5251400 · Support Staff	2,948	2,948	38,177	(35,229)
				8%
5252100 · Employee Benefits				
5252110 · Group Insurance	1,236	1,236	7,612	(6,376)
5252135 · TMRS	287	287	3,637	(3,350)
5252160 · Worker's Compensation	39	39	156	(117)
5252170 · Payroll Taxes	91	91	1,384	(1,293)
5252196 · Membership Dues	0	0	60	(60)
Total 5252100 · Employee Benefits	1,653	1,653	12,849	(11,196)
				13%
5252300 · Contractual Services				
5251420 · Jury Fees	0	0	200	(200)
5251425 · City Prosecutor	692	692	11,970	(11,278)
5252375 · Comptroller - Warrant Fees	0	0	96,000	(96,000)
Total 5252300 · Contractual Services	692	692	108,170	(107,478)
				1%
5253100 · General Supplies				
5253110 · Office Supplies	0	0	175	(175)
5253140 · Uniforms	0	0	50	(50)
Total 5253100 · General Supplies	0	0	225	(225)
				0%

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2017	'Oct 2017	Budget	Thru October
			Budget	8%
5254200 · Travel Expenses				
5254210 · Travel - Local	0	0	25	(25)
5254220 · Professional Development	0	0	50	(50)
Total 5254200 · Travel Expenses	0	0	75	(75)
5255200 · Data Processing Expenses				
5255240 · Data Processing - SW Maint.	2,153	2,153	2,351	(198)
Total 5255200 · Data Processing Expenses	2,153	2,153	2,351	(198)
5255300 · Printing Expense				
5255350 · Printing - Other	510	510	800	(290)
Total 5255300 · Printing Expense	510	510	800	(290)
5255600 · Insurance				
5255620 · Insurance - Liability	53	53	210	(158)
Total 5255600 · Insurance	53	53	210	(158)
5255700 · Other Expenses				
5255765 · Miscellaneous	0	0	50	(50)
5255768 · Collection Agency Fees	701	701	8,868	(8,167)
5255772 · Warrant Fee - Omni	174	174	8,264	(8,090)
Total 5255700 · Other Expenses	875	875	17,182	(16,307)
Total 25 · Municipal Court	9,517	9,517	191,149	(181,632)
30 · Fire				
5301100 · Salaries & Wages				
5301125 · Fire Chief	3,102	3,102	39,156	(36,054)
5301135 · Deputy Chief/Fire December shall	1,922	1,922	22,069	(20,147)
5301140 · Fire Captains	6,882	6,882	70,760	(63,878)

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over	% of Budget
	October 2017	'Oct 2017	(Under)	Thru October
		Budget	Budget	8%
5301150 - Officer in Charge & Holiday	1,008	1,008	12,648	(11,640)
5301170 - Salary Increase	0	0	2,933	(2,933)
5301180 - Merit Raises - Staff	0	0	4,048	(4,048)
Total 5301100 - Salaries & Wages	12,914	12,914	151,614	(138,700)
				9%
5301400 - Support Salaries				
5301440 - Firefighters	23,209	23,209	326,555	(303,346)
5301442 - Salary Increase	0	0	867	(867)
5301470 - Salary Increase	0	0	4,876	(4,876)
5301480 - Merit Raises	0	0	9,943	(9,943)
5301485 - Volunteer Incentive Program	1,685	1,685	16,850	(15,166)
Total 5301400 - Support Salaries	24,894	24,894	359,091	(334,197)
				7%
5302100 - Employee Benefits				
5302135 - TMRS	508	508	6,534	(6,026)
5302137 - Volunteer Retirement	375	375	5,200	(4,825)
5302160 - Worker's Compensation	1,391	1,391	12,731	(11,340)
5302170 - Payroll Taxes	2,440	2,440	33,617	(31,177)
5302196 - Membership Dues	307	307	2,200	(1,893)
Total 5302100 - Employee Benefits	5,020	5,020	60,282	(55,262)
				8%
5302300 - Contractual Services				
5302310 - Consultant Fees	0	0	1,500	(1,500)
5302380 - Dispatch	7,962	7,962	15,925	(7,963)
5302385 - Emergency Transport Service	0	0	63,559	(63,559)
Total 5302300 - Contractual Services	7,962	7,962	80,984	(73,022)
				10%
5302500 - Operating Services				
5302510 - Maintenance Agreements	0	0	9,500	(9,500)
5302570 - Warning System Maintenance	0	0	2,500	(2,500)

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2017	'Oct 2017	Budget	Thru October
			Budget	8%
5302580 · Generator Maintenance	0	0	2,120	(2,120) 0%
Total 5302500 · Operating Services	0	0	14,120	(14,120) 0%
5302600 · Special Expenses				
5302675 · National Night Out	236	236	350	(114) 67%
Total 5302600 · Special Expenses	236	236	350	(114) 67%
5303100 · General Supplies				
5303110 · Office Supplies	0	0	1,000	(1,000) 0%
5303140 · Uniforms	1,258	1,258	5,000	(3,742) 25%
5303160 · Medical Supplies	803	803	8,000	(7,197) 10%
5303165 · Medical Support	0	0	1,000	(1,000) 0%
5303170 · Evidence Gathering	0	0	800	(800) 0%
5303175 · Education Aids	0	0	1,000	(1,000) 0%
Total 5303100 · General Supplies	2,061	2,061	16,800	(14,739) 12%
5303400 · Maintenance Supplies & Parts				
5303410 · Supplies - Custodial	0	0	2,500	(2,500) 0%
5303420 · Building Alarm Maintenance	0	0	2,300	(2,300) 0%
Total 5303400 · Maintenance Supplies & Parts	0	0	4,800	(4,800) 0%
5304200 · Travel Expenses				
5304220 · Professional Development	0	0	7,600	(7,600) 0%
5304270 · Vehicle Expenses	848	848	9,000	(8,152) 9%
Total 5304200 · Travel Expenses	848	848	16,600	(15,752) 5%
5305200 · Data Processing Expenses				
5305230 · Data Proc-Maintenance & Repair	120	120	5,000	(4,880) 2%
5305240 · Data Processing - Software	5,719	5,719	10,000	(4,281) 57%
Total 5305200 · Data Processing Expenses	5,839	5,839	15,000	(9,161) 39%

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over	% of Budget
	October 2017	'Oct 2017	(Under)	Thru October
		Budget	Budget	8%
5305300 · Printing Expense				
5305310 · Copier Expense	370	370	3,200	(2,830) 12%
5305330 · Printing - Forms	0	0	100	(100) 0%
Total 5305300 · Printing Expense	370	370	3,300	(2,930) 11%
5305400 · Utilities				
5305410 · Telephone	213	213	2,168	(1,955) 10%
5305415 · Cellular Phone	125	125	1,490	(1,365) 8%
5305417 · Internet - Fire Dept.	426	426	4,660	(4,234) 9%
5305430 · Natural Gas	63	63	3,000	(2,937) 2%
5305450 · Electricity	604	604	5,650	(5,046) 11%
Total 5305400 · Utilities	1,431	1,431	16,968	(15,537) 8%
5305500 · Repairs & Bldg Improvements				
5305520 · Repairs - Building	1,950	1,950	20,000	(18,050) 10%
5305540 · Repairs - Machinery & Equipment	1,508	1,508	19,000	(17,492) 8%
5305545 · Repairs - Apparatus	445	445	12,000	(11,555) 4%
5305550 · Repairs - Vehicles	50	50	3,500	(3,450) 1%
Total 5305500 · Repairs & Bldg Improvements	3,953	3,953	54,500	(50,547) 7%
5305600 · Insurance				
5305610 · Insurance - Property	446	446	1,783	(1,337) 25%
5305620 · Insurance - Liability	357	357	1,428	(1,071) 25%
5305640 · Insurance - Vehicle	3,211	3,211	12,845	(9,634) 25%
Total 5305600 · Insurance	4,014	4,014	16,056	(12,042) 25%
5305700 · Other Expenses				
5305705 · Postage	0	0	50	(50) 0%
5305752 · Employment Screening	42	42	500	(458) 8%
5305765 · Flags & Miscellaneous	0	0	100	(100) 0%
Total 5305700 · Other Expenses	42	42	650	(608) 6%

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over	% of Budget
	October 2017	'Oct 2017	(Under)	Thru October
		Budget	Budget	8%
5306400 · Minor Capital Outlay				
5306440 · Machinery & Equipment	0	0	10,300	(10,300)
5306445 · Personal Protective Equipment	750	750	20,247	(19,498)
Total 5306400 · Minor Capital Outlay	750	750	30,547	(29,798)
Total 30 · Fire	70,334	70,334	841,662	(771,328)
40 · Community Services				
5401100 · Salaries & Wages				
5401135 · ACO/Code Enforcement Officer	3,784	3,784	47,757	(43,973)
5401140 · Permit Clerk - Code	3,429	3,429	21,643	(18,214)
5401180 · Merit Raises - Staff	0	0	2,083	(2,083)
5401190 · Overtime	987	987	7,500	(6,513)
Total 5401100 · Salaries & Wages	8,200	8,200	78,983	(70,783)
5402100 · Employee Benefits				
5402110 · Group Insurance	777	777	15,399	(14,622)
5402135 · TMRS	802	802	10,014	(9,212)
5402160 · Worker's Compensation	98	98	392	(294)
5402170 · Payroll Taxes	128	128	1,469	(1,341)
5402190 · License	0	0	625	(625)
Total 5402100 · Employee Benefits	1,806	1,806	27,899	(26,093)
5402300 · Contractual Services				
5402315 · Contract Building Inspections	2,402	2,402	43,800	(41,398)
5402370 · Impound Fees	100	100	2,300	(2,200)
Total 5402300 · Contractual Services	2,502	2,502	46,100	(43,598)
5402600 · Special Expenses				
5402680 · Environmental Testing	14	14	2,300	(2,286)
5402683 - Septic Tank Fee to State	0	0	100	(100)

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2017	'Oct 2017	Budget	Budget
				Thru October
5402685 · Clean up Day	0	0	100	(100) 0%
5402687 · Abatement Nuisance	240	240	1,200	(960) 20%
Total 5402600 · Special Expenses	254	254	3,700	(3,446) 7%
 5403100 · General Supplies				
5403110 · Office Supplies	0	0	50	(50) 0%
5403120 · Animal Care	0	0	150	(150) 0%
5403122 · Pet Supplies	109	109	600	(491) 18%
5403140 · Uniforms	0	0	600	(600) 0%
Total 5403100 · General Supplies	109	109	1,400	(1,291) 8%
 5403400 · Maintenance Supplies & Parts				
5403460 · Miscellaneous	0	0	200	(200) 0%
Total 5403400 · Maintenance Supplies & Parts	0	0	200	(200) 0%
 5404200 · Travel Expenses				
5404210 · Travel - Local	0	0	25	(25) 0%
5404220 · Professional Development	0	0	400	(400) 0%
5404270 · Vehicle Expenses	197	197	3,000	(2,803) 7%
Total 5404200 · Travel Expenses	197	197	3,425	(3,228) 6%
 5405200 · Data Processing Expenses				
5405240 · Data Processing - Software	2,500	2,500	2,500	0 100%
Total 5405200 · Data Processing Expenses	2,500	2,500	2,500	0 100%
 5405300 · Printing Expense				
5405330 · Printing - Forms	0	0	400	(400) 0%
Total 5405300 · Printing Expense	0	0	400	(400) 0%
 5405400 · Utilities				
5405415 · Cellular Phone	74	74	1,074	(1,000) 7%

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	October 2017	'Oct 2017	Budget	Budget	Thru October
Total 5405400 · Utilities		74	74	1,074	(1,000) 7%
5405600 · Insurance					
5405610 · Insurance - Property		3	3	10	(8) 25%
5405620 · Insurance - Liability		46	46	183	(137) 25%
5405640 · Insurance - Vehicle		16	16	63	(47) 25%
Total 5405600 · Insurance		64	64	256	(192) 25%
5405700 · Other Expenses					
5405765 · Miscellaneous		0	0	400	(400) 0%
Total 5405700 · Other Expenses		0	0	400	(400) 0%
5406400 · Minor Capital Outlay					
5406440 · Machinery & Equipment		499	499	1,000	(501) 50%
Total 5406400 · Minor Capital Outlay		499	499	1,000	(501) 50%
5407400 · Capitalized Assets					
5407450 · Vehicles		0	0	31,400	(31,400) 0%
Total 5406400 · Minor Capital Outlay		0	0	31,400	(31,400) 0%
Total 40 · Community Services		16,205	16,205	198,737	(182,532) 8%
45 · Solid Waste					
5455400 · Utilities					
5455465 · Solid waste Pickup (Garbage)		19,419	19,419	228,497	(209,078) 8%
Total 5455400 · Utilities		19,419	19,419	228,497	(209,078) 8%
Total 45 · Solid Waste		19,419	19,419	228,497	(209,078) 8%
50 · Streets					
5501400 · Support Staff					

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over		% of Budget
			(Under)		Thru October
	October 2017	'Oct 2017	Budget	Budget	8%
5501415 · Maintenance Crew	0	0	27,144	(27,144)	0%
5501480 - Merit Raises	0	0	815	(815)	0%
5501490 · Overtime	0	0	1,500	(1,500)	0%
5501500 · Streets - On Call	0	0	600	(600)	0%
Total 5501400 · Support Staff	0	0	30,059	(30,059)	0%
 5502100 · Employee Benefits					
5502110 · Group Insurance	0	0	7,553	(7,553)	0%
5502135 · TMRS	0	0	2,913	(2,913)	0%
5502160 · Worker's Compensation	471	471	1,882	(1,412)	25%
5502170 · Payroll Taxes	0	0	428	(428)	0%
5502190 · License	0	0	122	(122)	0%
Total 5502100 · Employee Benefits	471	471	12,898	(12,428)	4%
 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	2,000	(2,000)	0%
Total 5502600 · Special Expenses	0	0	2,000	(2,000)	0%
 5503100 · General Supplies					
5503110 · Office Supplies	0	0	100	(100)	0%
5503140 · Uniforms	259	259	600	(341)	43%
Total 5503100 · General Supplies	259	259	700	(441)	37%
 5503400 · Maintenance Supplies & Parts					
5503405 · Drainage Maintenance	0	0	500	(500)	0%
5503420 · Supplies - Street Signs	0	0	2,000	(2,000)	0%

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)		% of Budget Thru October
	October 2017	'Oct 2017	Budget	Budget	
5503460 · Miscellaneous	0	0	300	(300)	0%
Total 5503400 · Maintenance Supplies & Parts	0	0	2,800	(2,800)	0%
5504200 · Travel Expenses					
5504220 · Professional Development	0	0	500	(500)	0%
5504270 · Vehicle Expenses	258	258	6,000	(5,742)	4%
Total 5504200 · Travel Expenses	258	258	6,500	(6,242)	4%
5505300 · Printing Expense					
5505350 · Printing - Other	0	0	350	(350)	0%
Total 5505300 · Printing Expense	0	0	350	(350)	0%
5505400 · Utilities					
5505450 · Electricity	4,025	4,025	47,000	(42,975)	9%
Total 5505400 · Utilities	4,025	4,025	47,000	(42,975)	9%
5505500 · Repairs & Bldg Improvements					
5405520 · Repairs - Building	0	0	500	(500)	0%
5505540 · Repairs - Machinery & Equipment	856	856	2,500	(1,644)	34%
5505550 · Repairs - Vehicles	0	0	2,500	(2,500)	0%
5505560 · Repairs -Street Maint.& Repairs	79	79	50,000	(49,921)	0%
5505565 · Repairs - Infrastructure Drainage	1,488	1,488	3,000	(1,512)	50%
5505575 · Repairs - 50/50 Sidewalk Program	0	0	2,500	(2,500)	0%
5505590 · Repairs - Other	0	0	1,500	(1,500)	0%
Total 5505500 · Repairs & Bldg Improvements	2,423	2,423	62,500	(60,077)	4%
5505600 · Insurance					
5505620 · Insurance - Liability	447	447	1,787	(1,340)	25%
5505640 · Insurance - Vehicle	792	792	3,168	(2,376)	25%
Total 5505600 · Insurance	1,239	1,239	4,955	(3,716)	25%

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2017	'Oct 2017		Budget
				Budget
				8%
5505700 · Other Expenses				
5505752 · Employment Screening	0	0	150	(150) 0%
Total 5505700 · Other Expenses	0	0	150	(150) 0%
5506400 · Minor Capital Outlay				
5506440 · Machinery & Equipment	0	0	2,500	(2,500) 0%
5506445 · Personal Protective Equipment	0	0	300	(300) 0%
5506490 · Other	0	0	850	(850) 0%
Total 5506400 · Minor Capital Outlay	0	0	3,650	(3,650) 0%
5507400 · Capitalized Assets				
5507440 · Machinery & Equipment	0	0	10,000	(10,000) 0%
5507460 · Infrastructure	0	0	270,000	(270,000) 0%
Total 5507400 · Capitalized Assets	0	0	280,000	(280,000) 0%
Total 50 · Streets	8,674	8,674	456,922	(448,248) 2%
60 · Parks				
5602400 · Rentals				
5602490 · Rental - Other	419	419	3,000	(2,581) 14%
Total 5602400 · Rentals	419	419	3,000	(2,581) 14%
5602600 · Special Expenses				
5602680 · Heritage Day	103	103	15,300	(15,197) 1%
5602690 · Special Events	0	0	5,000	(5,000) 0%
Total 5602600 · Special Expenses	103	103	20,300	(20,197) 1%
5603400 · Maintenance Supplies & Parts				

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	October 2017	'Oct 2017	Budget	Budget	Thru October
5303410 - Supplies - Custodial	0	0	2,000	(2,000)	0%
5603460 - Miscellaneous	0	0	300	(300)	0%
Total 5603400 - Maintenance Supplies & Parts	0	0	2,300	(2,300)	0%
5605400 - Utilities					
5605450 - Electricity	740	740	8,300	(7,560)	9%
Total 5605400 - Utilities	740	740	8,300	(7,560)	9%
5605500 - Repairs & Bldg Improvements					
5605520 - Repairs - Building	0	0	250	(250)	0%
5605530 - REPAIRS-IMP OTHER THAN BLDGS	500	500	1,500	(1,000)	33%
Total 5605500 - Repairs & Bldg Improvements	500	500	1,750	(1,250)	29%
5605600 - Insurance					
5605610 - Insurance - Property	66	66	265	(199)	25%
5605620 - Insurance - Liability	105	105	418	(314)	25%
Total 5605600 - Insurance	171	171	683	(512)	25%
5605700 - Other Expenses					
5605765 - Miscellaneous	70	70	300	(230)	23%
Total 5605700 - Other Expenses	70	70	300	(230)	23%
5606400 - Minor Capital Outlay					
5606410 - Land Improvements	0	0	6,800	(6,800)	0%
5606440 - Machinery & Equipment	0	0	2,000	(2,000)	0%
Total 5606400 - Minor Capital Outlay	0	0	8,800	(8,800)	0%
5607400 - Capitalized Assets					
5607415 - 4B EDC Monument Signs	0	0	30,000	(30,000)	0%
5607440 - Machinery & Equipment	0	0	6,000	(6,000)	0%
Total 5607400 - Capitalized Assets	0	0	36,000	(36,000)	0%

City of Ovilla General Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2017	'Oct 2017	Budget	Thru October
			Budget	8%
Total 60 • Parks	2,003	2,003	81,433	(79,430) 2%
Total Expenditures	279,002	279,002	3,555,419	(3,276,417) 8%
Net Change in Fund Balance	-175,415	-175,415	0	(175,415) 100%

Ovilla W&S Utility Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over	% of Budget
	October 2017	Oct 2017	(Under)	Thru October
		Budget	Budget	8%
Resources				
4000400 · Charges for Services				
4000460 · Water Sales	79,236	79,236	920,296	(841,060) 9%
4000461 · Sewer Service	34,219	34,219	399,708	(365,489) 9%
4000465 · Water & Sewer Penalties	1,684	1,684	17,985	(16,301) 9%
4000471 · Reconnect Fees	436	436	5,400	(4,964) 8%
4000472 · Meters	0	0	3,700	(3,700) 0%
4000473 · Connect Fees	200	200	3,000	(2,800) 7%
4000478 · Infrastructure Improvement Fee	5,738	5,738	68,724	(62,986) 8%
4000480 · Solid Waste Fees (Garbage)	0	0	0	0 0%
Total 4000400 · Charges for Services	121,513	121,513	1,418,813	(1,297,300) 9%
4000800 · Other Revenue				
4000880 · Capital Rec Fee	1,250	1,250	37,500	(36,250) 3%
4000840 · Interest Earned	275	275	2,900	(2,625) 9%
4000890 · Misc Other Revenue	0	0	0	0 0%
Total 4000800 · Other Revenue	1,525	1,525	40,400	(38,875) 4%
Total Resources	123,039	123,039	1,459,213	(1,336,174) 8%
Expense				
70 · Administration				
5701100 · Salaries & Wages				
5701110 · City Administrator	0	0	26,250	(26,250) 0%
5701115 · City Secretary	0	0	14,750	(14,750) 0%
5701117 · Finance Accountant	0	0	13,113	(13,113) 0%
5701120 · Admin. Support	0	0	9,012	(9,012) 0%
5701130 · Public Works Director	4,573	4,573	57,722	(53,149) 8%
5701180 · Merit Raises, Staff	0	0	3,626	(3,626) 0%
Total 5701100 · Salaries & Wages	4,573	4,573	124,473	(119,900) 4%

Ovilla W&S Utility Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2017	Oct 2017	Budget	Thru October
			Budget	8%
5702100 · Employee Benefits				
5702110 · Group Insurance	1,249	1,249	7,767	(6,518) 16%
5702135 · TMRS	449	449	5,879	(5,430) 8%
5702160 - Workers Compensation	212	212	849	(637) 25%
5702170 · Payroll Taxes	66	66	863	(797) 8%
Total 5702100 · Employee Benefits	1,976	1,976	15,358	(13,382) 13%
5702200 · Special Services				
5702240 · Audit	0	0	7,650	(7,650) 0%
5702250 · Accounting	0	0	900	(900) 0%
Total 5702200 · Special Services	0	0	8,550	(8,550) 0%
5702300 · Contractual Services /Personnel				
5702310 · Consultant Fees	220	220	3,500	(3,280) 6%
Total 5702300 · Contractual Services /Personnel	220	220	3,500	(3,280) 6%
5703100 · General Supplies				
5703110 · Office Supplies	119	119	800	(681) 15%
Total 5703100 · General Supplies	119	119	800	(681) 15%
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	0	200	(200) 0%
5704220 · Professional Development	0	0	750	(750) 0%
Total 5704200 · Travel Expenses	0	0	950	(950) 0%
5705200 · Data Processing Expenses				

Ovilla W&S Utility Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)		% of Budget Thru October
	October 2017	Oct 2017	Budget	Budget	
5705230 · Data Processing - Maintenance & Repair	116	116	1,571	(1,455)	7%
5705240 · Data Processing - Software	2,500	2,500	2,500	0	100%
Total 5705200 · Data Processing Expenses	2,616	2,616	4,071	2,616	64%
5705300 · Printing Expense					
5705350 · Printing - Other	0	0	250	(250)	0%
Total 5705300 · Printing Expense	0	0	250	(250)	0%
5705400 · Utilities					
5705410 · Telephone	112	112	1,350	(1,238)	8%
5705415 · Cellular Phone	113	113	1,360	(1,247)	8%
5705417 · Internet	160	160	1,930	(1,770)	8%
Total 5705400 · Utilities	385	385	4,640	(4,255)	8%
5705700 · Other Expenses					
5705705 · Postage	500	500	6,225	(5,725)	8%
5705740 · Advertising	0	0	100	(100)	0%
5705760 · Bank Service Charge	0	0	250	(250)	0%
5705765 · Miscellaneous	0	0	100	(100)	0%
Total 5705700 · Other Expenses	500	500	6,675	(6,175)	7%
5706400 · Minor Capital Outlay					
5706440 · Machinery & Equipment	0	0	1,500	(1,500)	0%
Total 5706400 · Minor Capital Outlay	0	0	1,500	(1,500)	0%
5709000 · Reserve					
5708215 · Admin. Exp. to General Fund	0	0	23,724	(23,724)	0%
5709002 · Capital Improv. Water/Sewer Reserve	0	0	58,700	(58,700)	0%
5709010 · Administrative Reserves	0	0	23,325	(23,325)	0%
Total 5709000 · Reserve	0	0	105,749	(105,749)	0%

Ovilla W&S Utility Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2017	Oct 2017	Budget	Thru October
			Budget	8%
Total 70 · Administration	10,390	10,390	276,716	(266,326) 4%
75 · Water				
5751100 · Salaries & Wages				
5751133 · Superintendent	3,616	3,616	45,636	(42,020) 8%
5751170 · Salary Increase	0	0	1,370	(1,370) 0%
5751190 · Overtime	0	0	2,000	(2,000) 0%
Total 5751100 · Salaries & Wages	3,616	3,616	49,006	(45,390) 7%
5751400 · Support Salaries				
5751405 · Support Staff	2,061	2,061	30,322	(28,261) 7%
5751415 · Maintenance Crew	7,148	7,148	84,989	(77,841) 8%
5751430 · Seasonal Crew	0	0	3,000	(3,000) 0%
5751450 · Certification Pay	92	92	1,200	(1,108) 8%
5751480 · Merit Raises	0	0	4,840	(4,840) 0%
5751490 · Overtime	947	947	4,000	(3,053) 24%
5751500 · Water - On Call	200	200	1,550	(1,350) 13%
Total 5751400 · Support Salaries	10,448	10,448	129,901	(119,453) 8%
5752100 · Employee Benefits				
5752110 · Group Insurance	3,880	3,880	38,057	(34,177) 10%
5752135 · TMRS	1,364	1,364	16,544	(15,180) 8%
5752160 · Worker's Compensation	1,060	1,060	4,240	(3,180) 25%
5752170 · Payroll Taxes	211	211	2,427	(2,216) 9%
5752190 · Licenses	0	0	222	(222) 0%
Total 5752100 · Employee Benefits	6,515	6,515	61,490	(54,975) 11%
5752300 · Contractual Services/Personnel				
5752350 · Contract Labor - Company	0	0	1,500	(1,500) 0%
5752380 · Dispatch	6,826	6,826	13,650	(6,824) 50%

Ovilla W&S Utility Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2017	Oct 2017	Budget	Thru October
			Budget	8%
Total 5752300 · Contractual Services/Personnel	6,826	6,826	15,150	(8,324) 45%
5752400 · Rentals				
5752420 · Rental - Machinery & Equipment	0	0	250	(250) 0%
Total 5752400 · Rentals	0	0	250	(250) 0%
5752500 · Operating Services				
5752580 · Water Testing	691	691	5,600	(4,909) 12%
5752590 · TCEQ Fees	0	0	3,500	(3,500) 0%
Total 5752500 · Operating Services	691	691	9,100	(8,409) 8%
5753100 · General Supplies				
5753140 · Uniforms	1,200	1,200	2,400	(1,200) 50%
Total 5753100 · General Supplies	1,200	1,200	2,400	(1,200) 50%
5753400 · Maintenance Supplies & Parts				
5753460 · Miscellaneous	0	0	300	(300) 0%
Total 5753400 · Maintenance Supplies & Parts	0	0	300	(300) 0%
5754200 · Travel Expenses				
5754220 · Professional Development	0	0	750	(750) 0%
5754270 · Vehicle Expenses	585	585	10,000	(9,415) 6%
Total 5754200 · Travel Expenses	585	585	10,750	(10,165) 5%
5755200 · Data Processing Expenses				
5755240 · Data Processing - Software	0	0	3,700	(3,700) 0%
Total 5755200 · Data Processing Expenses	0	0	3,700	(3,700) 0%
5755300 · Printing Expenses				
5755310 · Copier Expense	0	0	3,000	(3,000) 0%
5755350 · Printing - Other	1,264	1,264	2,500	(1,236) 51%

Ovilla W&S Utility Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2017	Oct 2017	Budget	Thru October
			Budget	8%
Total 5755300 · Printing Expenses	1,264	1,264	5,500	(4,236) 23%
5755400 · Utilities				
5755415 · Cellular Phone	16	16	188	(172) 8%
5755450 · Electricity	2,217	2,217	27,000	(24,783) 8%
5755460 · Water, wholesale	48,120	48,120	441,905	(393,785) 11%
Total 5755400 · Utilities	50,352	50,352	469,093	(418,741) 11%
5755500 · Repairs & Building Improvements				
5755540 · Repairs- Machinery & Equipment	0	0	3,000	(3,000) 0%
5755550 · Repairs - Vehicles	50	50	2,000	(1,950) 2%
5755570 · Inventory Expense	584	584	9,000	(8,416) 6%
5755580 · Water Chemical Expense	1,380	1,380	8,500	(7,120) 16%
5755590 · Repairs - Other	0	0	3,000	(3,000) 0%
Total 5755500 · Repairs & Building Improvements	2,014	2,014	25,500	(23,486) 8%
5755600 · Insurance				
5755610 · Insurance - Property	778	778	3,112	(2,334) 25%
5755620 · Insurance - Liability	317	317	1,268	(951) 25%
5755640 · Insurance - Vehicle	496	496	1,985	(1,489) 25%
Total 5755600 · Insurance	1,591	1,591	6,365	(4,774) 25%
5755700 · Other Expenses				
5755752 · Employment Screening	0	0	150	(150) 0%
Total 5755700 · Other Expenses	0	0	150	(150) 0%
5756400 · Minor Capital Outlay				
5756440 · Machinery & Equipment	0	0	2,000	(2,000) 0%
5756490 · Other	0	0	500	(500) 0%
Total 5756400 · Minor Capital Outlay	0	0	2,500	(2,500) 0%

Ovilla W&S Utility Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2017	Oct 2017	Budget	Thru October
			Budget	8%
5757400 · Capitalized Assets				
5757440 · Machinery & Equipment	0	0	10,000	(10,000) 0%
5757470 · Infrastructure - Water	1,493	1,493	4,000	(2,507) 37%
Total 5757400 · Capitalized Assets	1,493	1,493	14,000	(12,507) 11%
5757900 · Long-Term Debt				
5758225 · Admin. Expense to Debt Fund	0	0	10,372	(10,372) 0%
Total 5757900 · Long-Term Debt	0	0	10,372	(10,372) 0%
Total 75 · Water	86,597	86,597	815,527	(728,930) 11%
80 · Sewer				
5801400 · Support Salaries				
5801405 · Support Staff	0	0	17,322	(17,322) 0%
5801415 · Maintenance Crew	2,970	2,970	37,482	(34,512) 8%
5801450 · Certification Pay	92	92	1,210	(1,118) 8%
5801480 · Merit Raises	0	0	2,025	(2,025) 0%
5801490 · Overtime	111	111	2,500	(2,389) 4%
5801500 · Sewer - On Call	0	0	600	(600) 0%
Total 5801400 · Support Salaries	3,173	3,173	61,139	(57,966) 5%
5802100 · Employee Benefits				
5802110 · Group Insurance	1,237	1,237	7,630	(6,393) 16%
5802135 · TMRS	304	304	4,114	(3,810) 7%
5802160 · Worker's Compensation-Sewer	212	212	849	(637) 25%
5802170 · Payroll Taxes	45	45	604	(559) 7%
5802190 · Licenses	0	0	150	(150) 0%
Total 5802100 · Employee Benefits	1,799	1,799	13,347	(11,548) 13%
5802300 · Contractual Services/Personnel				

Ovilla W&S Utility Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	October 2017	Oct 2017	Budget	Budget	Thru October
5802350 · Contract Labor - Company	0	0	2,000	(2,000)	0%
Total 5802300 · Contractual Services/Personnel	0	0	2,000	(2,000)	0%
5802500 · Operating Services					
5802515 · Sardis Collection Expense	789	789	9,618	(8,829)	8%
Total 5802500 · Operating Services	789	789	9,618	(8,829)	8%
5803100 · General Supplies					
5803140 · Uniforms	259	259	600	(341)	43%
Total 5803100 · General Supplies	259	259	600	(341)	43%
5803400 · Maintenance Supplies & Parts					
5803460 · Miscellaneous	0	0	500	(500)	0%
Total 5803400 · Maintenance Supplies & Parts	0	0	500	(500)	0%
5804200 · Travel Expenses					
5804220 · Professional Development	0	0	500	(500)	0%
5804270 · Vehicle Expense	155	155	1,200	(1,045)	13%
Total 5804200 · Travel Expenses	155	155	1,700	(1,545)	9%
5805400 · Utilities					
5805450 · Electricity	141	141	3,000	(2,859)	5%
5805463 · TRA Wastewater Treatment	12,830	12,830	253,800	(240,970)	5%
Total 5805400 · Utilities	12,971	12,971	256,800	(243,829)	5%
5805500 · Repairs & Bldg Improvements					
5805510 · Repairs - Land Improvements	0	0	1,000	(1,000)	0%
5805540 · Repairs - Machinery & Equipment	0	0	6,000	(6,000)	0%
5805570 · Inventory Expense	212	212	2,000	(1,788)	11%
5805590 · Repairs - Other	0	0	600	(600)	0%
Total 5805500 · Repairs & Bldg Improvements	212	212	9,600	(9,388)	2%

Ovilla W&S Utility Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2017	Oct 2017		Thru October
				8%
5805600 · Insurance				
5805610 · Insurance - Property	16	16	65	(49) 25%
5805620 · Insurance - Liability	238	238	950	(713) 25%
5805640 · Insurance - Vehicle	138	138	551	(413) 25%
Total 5805600 · Insurance	392	392	1,566	(1,175) 25%
5805700 · Other Expenses				
5805752 · Employment Screening	0	0	100	(100) 0%
Total 5805700 · Other Expenses	0	0	100	(100) 0%
5807400 · Capitalized Assets				
5807440 · Machinery & Equipment	0	0	10,000	(10,000) 0%
Total 5807400 · Capitalized Assets	0	0	10,000	(10,000) 0%
Total 80 · Sewer	19,750	19,750	366,970	(347,220) 5%
Total Expense	116,738	116,738	1,459,213	(1,342,475) 8%
Net Change in Fund Balance	6,301	6,301	0	6,301 100%

Ovilla Debt Service
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2017	Oct 2017		Thru October
		Budget	Budget	8%
Revenues				
4000100 · Taxes				
4000107 · Ad Valorem, Current I & S	758	758	548,275	(547,517) 0%
4000106 · Ad Valorem, Current I&S New and Imp	-	-	17,453	(17,453) 0%
4000111 · Ad Valorem, Delinquent I & S	17	17	-	17 100%
4000114 · Interest/Penalties - I & S	15	15	-	15 100%
Total 4000100 · Taxes	790	790	565,728	(564,938) 0%
4000800 · Other Revenue				
4000840 · Interest Earned	3	3	550	(547) 1%
4000930 · Admin.Rev.Rec.Fr Water & Sewer	-	-	10,372	(10,372) 0%
Total 4000800 · Other Revenue	3	3	10,922	(10,919) 0%
Total Revenues	793	793	576,650	(575,857) 0%
Expenditures				
5157900 · Long-Term Debt				
5157930 · Paying Agent Fees	-	-	500	(500) 0%
51579349 · 2011 Bond Issue Principle	-	-	390,000	(390,000) 0%
5157940 · 2011 Bond Issue Interest	-	-	186,150	(186,150) 0%
Total 5157900 · Long-Term Debt	-	-	576,650	(576,650) 0%
Total Expenditures	-	-	576,650	(576,650) 0%
Net Change in Fund Balance	793	793	-	793 100%

City of Ovilla Capital Projects Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2017	Oct 2017	Budget	Thru October
			Budget	8%
Revenues				
4000800 · Other Revenue				
4000840 - Texpool	0	0	0	100%
4000845 - Interest Earned - Texstar	1	1	10	(9)
4000850 - Interest Earned - Prosperity	39	39	260	(221)
4000990 - Reduction In Fund Balance	0	0	0	0%
Total 4000800 · Other Revenue	40	40	270	(230)
Total Revenues	40	40	270	(230)
Expense				
5879000 · Reserves				
5879010 - Admin Reserves	0	0	270	(270)
Total 5879000 · Reserves	0	0	270	(270)
Total Expense	0	0	270	(270)
Change in Net Position	40	40	0	40
				100%

Ovilla Park Impact Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2017	'Oct 2017		Thru October
	Budget	Budget		8%
Revenues				
4000400 · Charges for Services				
4000460 · Park Impact	335	335	8,613	(8,278) 4%
Total 4000400 · Charges for Services	335	335	8,613	(8,278) 4%
4000800 · Other Revenue				
4000840 · Interest Earned	19	19	180	(161) 10%
Total 4000800 · Other Revenue	19	19	180	(161) 10%
Total Revenues	353	353	8,793	(8,440) 4%
Expenditures				
5606400 · Minor Capital Outlay				
5606410 · Land Improvements	0	0	500	(500) 0%
Total 5606400 · Minor Capital Outlay	0	0	500	(500) 0%
5607400 · Capitalized Assets				
5607440 · Capital Machinery & Equipment	0	0	1,675	(1,675) 0%
Total 5607400 · Capitalized Assets	0	0	1,675	(1,675) 0%
5609000 · Reserves				
5609035 · Park Impact Reserves	0	0	6,618	(6,618) 0%
Total 5609000 · Reserves	0	0	6,618	(6,618) 0%
Total Expenditures	0	0	8,793	(8,793) 0%
Net Change in Fund Balance	353	353	0	353 100%

Ovilla W&S Impact Fee Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2017	'Oct 2017	Budget	Thru October
			Budget	8%
Revenues				
4000400 · Charges for Services				
4000476 - Water Impact Fee	0	0	0	0%
4000477 - Sewer Impact Fee	2,190	2,190	54,756	(52,566)
Total 4000400 · Charges for Services	2,190	2,190	54,756	(52,566)
4000800 · Other Revenue				
4000840 · Interest Earned	16	16	0	100%
Total 4000800 · Other Revenue	16	16	0	100%
Total Revenues	2,206	2,206	54,756	(52,550)
Expense				
5859000 · Reserves				
5859030 · Sewer Impact Fees Reserve	0	0	54,756	(54,756)
Total 5859000 · Reserves	0	0	54,756	(54,756)
Total Expense	0	0	54,756	(54,756)
Change in Net Position	2,206	2,206	0	2,206
				100%

Ovilla 4B Economic Development Corporation
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	Oct-17	'Oct - Oct 2017	Budget	Thru October
			Budget	8%
Revenues				
4000100 · Taxes				
4000120 · Sales tax	8,274	8,274	100,800	(92,526) 8%
Total 4000100 · Taxes	8,274	8,274	100,800	(92,526) 8%
4000800 · Other Revenue				
4000840 · Interest Income	175	175	1,340	(1,165) 13%
4000990 - Reduction in Fund Balance	0	0	30,000	(30,000) 0%
Total 4000800 · Other Revenue	175	175	31,340	(31,165) 1%
Total Revenues	8,449	8,449	132,140	(123,691) 6%
Expenditures				
8102200 · Special Services				
8102230 · Legal Fees	0	0	500	(500) 0%
8102240 · Audit	0	0	1,600	(1,600) 0%
Total 8102200 · Special Services	0	0	2,100	(2,100) 0%
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	0	2,300	(2,300) 0%
Total 8104200 · Travel Expense	0	0	3,300	(3,300) 0%

Ovilla 4B Economic Development Corporation
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	Oct-17	'Oct - Oct 2017	Budget	Thru October
			Budget	8%
8105300 - - Printing				
8105320 - Printing Expense	0	0	300	(300) 0%
Total 8105300 - - Printing	0	0	300	(300) 0%
8105600 - Insurance				
8105620 - Insurance - Liability	68	68	272	(204) 25%
Total 8105600 - Insurance	68	68	272	(204) 25%
8105700 - Other Expenses				
8105705 - Postage	0	0	100	(100) 0%
8105730 - Memberships	0	0	3,350	(3,350) 0%
8105740 - Advertising	0	0	5,300	(5,300) 0%
Total 8105700 - Other Expenses	0	0	8,750	(8,750) 0%
816400 - Minor Capital Outlay				
8107490 - Other Signs	0	0	30,000	(30,000) 0%
Total 8106400 - Minor Capital Outlay	0	0	30,000	(30,000) 0%
8109000 - Reserves				
8109015 - Administrative Reserves	0	0	84,818	(84,818) 0%
8109215 - Admin. Expense to General Fund	0	0	2,500	(2,500) 0%
Total 8109000 - Reserves	0	0	87,318	(87,318) 0%
Total Expenditures	68	68	132,140	(132,072) 0%
Net Change in Fund Balance	8,381	8,381	0	8,381 100%

Ovilla Municipal Development District
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2017	'Oct 2017	Budget	Thru October
			Budget	8%
Revenues				
4000100 · Taxes				
4000120 · Sales tax	4,220	4,220	50,500	(46,280) 8%
Total 4000100 · Taxes	4,220	4,220	50,500	(46,280) 8%
4000800 · Other Revenue				
4000840 · Interest Income	75	75	600	(525) 12%
Total 4000800 · Other Revenue	75	75	600	(525) 12%
Total Revenues	4,294	4,294	51,100	(46,806) 8%
Expenditures				
9102200 · Special Services				
9102240 · Audit	0	0	1,600	(1,600) 0%
Total 9102200 · Special Services	0	0	1,600	(1,600) 0%
9103100 · General Supplies				
9103110 · Office Supplies	0	0	100	(100) 0%
Total 9103100 · General Supplies	0	0	100	(100) 0%
9105600 · Insurance				
9105620 · Insurance - Liability	68	68	272	(204) 25%
Total 9105600 · Insurance	68	68	272	(204) 25%
9109000 · Reserves				
9109015 · Administrative Reserves	0	0	48,628	(48,628) 0%
9109215 · Admin. Expense to General Fund	0	0	500	(500) 0%
Total 9109000 · Reserves	0	0	49,128	(49,128) 0%
Total Expenditures	68	68	51,100	(51,032) 0%
Net Change in Fund Balance	4,226	4,226	0	4,226 100%

Ovilla Employee Benefit Trust
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget
	October 2017	'Oct 2017	Budget	Thru October
			Budget	8%
Revenues				
4000991 · Insurance Contributions				
4000991 Insurance Contributions	30,492	30,492	0	30,492 100%
Total 4000991 · Insurance Contributions	30,492	30,492	0	30,492 100%
4000800 - Other Income				
4000840 - Interest Income	1	1	0	1 100%
Total Revenues	30,494	30,494	0	30,494 100%
Expenditures				
5902110 · Benefit Premiums				
5902110 · Benefit Premiums	30,619	30,619	0	30,619 100%
Total 5902110 · Insurance	30,619	30,619	0	30,619 100%
Total Expenditures	30,619	30,619	0	30,619 100%
Net Change in Fund Balance	(125)	(125)	0	(125) 100%

Ovilla Fire Department Auxiliary
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)		% of Budget Thru October
	October 2017	'Oct 2017	Budget	Budget	
Revenues					
4000800 · Other Revenue					
4000815 · Gifts	75	75	0	75	100%
Total 4000800 · Other Revenue	75	75	0	75	100%
Total Revenues	75	75	0	75	100%
Expenditures					
5333400 · Maintenance Supplies and Parts					
5333460 · Supplies - Miscellaneous	0	0	0	0	0%
Total 5333400 · Maintenance Supplies and Parts	0	0	0	0	0%
Total Expenditures	0	0	0	0	0%
Net Change in Fund Balance	75	75	0	75	100%

Ovilla Police Department Special Fund
Actual vs Budget Review
FY October 2017 through September 2018

	Current	Year to Date	\$ Over (Under)	% of Budget	
	October 2017	'Oct 2017			
Revenues					
4000800 · Other Revenue					
4000815 · Gifts	0	0	0	0	0.0%
Total 4000800 · Other Revenue	0	0	0	0	0.0%
Total Revenues	0	0	0	0	0.0%
Expenditures					
5232600 · Special Expenses					
5232690 · Special Expenses - Other	0	0	0	0	0.0%
Total 5232600 · Special Expenses	0	0	0	0	0.0%
Total Expenditures	0	0	0	0	0.0%
Net Income	0	0	0	0	0%



To: Mayor and City Council Members
From: John R. Dean, City Manager
Date: 11/30/2017

Re: City Manager's Monthly Report (November)

Hidden Valley Estates: Preliminary plat was approved by both P&Z and Council. Plans for the Sanitary sewer have been reviewed by Birkhoff and returned to the developer with comments.

12" Waterline through Heritage Park: The bidding process will begin 12/7/2017. The goal is to have bids for your consideration at the January Council meeting.

Strategic Plan: EDC reviewed the plan and will consider a revised timeline at the December meeting. Council asked for this item to be brought back for discussion in December. It will be on the agenda.

Parks Master Plan: The EDC agreed to fund a Parks Master Plan. They approved for GrantWorks to develop a Park Master Plan. The park Board also recommended GrantWorks for Council consideration.

Work Order System: The staff is beginning to make good use of the system. We are still working on ending all word of mouth work orders, but we are making steady progress. The COP members have been advised to start using the system to report Code violations as well.

IT Services RFP: We received 3 proposals and are evaluating those for staff recommendation and your consideration at the December meeting.

Integrated Software RFP: The RFP is complete. We will solicit proposals for integrated software beginning December 14, 2017 to be considered in January.

Personnel Policy Review: Staff completed a review of the current employee policy manual. We are now in the process of revising the policy to present to Council.

Police Jurisdiction at McClatchey Elementary: I have been in contact with MISD and the City Attorney regarding jurisdictional issues with Midlothian PD serving as SRO at McClatchey. I will meet with MISD the first week of December to begin to create a Memorandum of Understanding (MOU) regarding the issues created by Midlothian police department conducting business within the City of Ovilla. We will most likely need a MOU with the City of Midlothian as well.

Code Violation Notification Procedure: I learned that we act on violations up to 12 months after the initial Notice of Violation has been sent without any additional notice on the same type of violation. We will be modifying this procedure. We will now notify a violator that has corrected a violation on their own after being notified prior to acting on a new violation. If the City has acted on a violation, such as mow high weeds and grass, a notice on a new violation will not be sent in the next 12 months. This practice is in line with the other cities where I have worked.

Additional Elevated Water Storage: I met with Andrew Mata with Birkhoff to discuss the need for future elevated water storage. He projects that we will need additional elevated water storage between 2026 and 2030. I believe the population projections are high and if that is the case the timeline for additional storage would be further in the future.

HOA Dues collection: As you all know we received the Attorney General opinion that it is not lawful for the city to collect HOA dues. I have sent a letter to each HOA that is affected by this opinion. I notified the HOA's that this item will be on the December Council agenda and that my expectation is that the Council will halt this practice immediately following the City Council meeting in December.

Construction Improvements:

We will have the intersection of Highland and Winding Way addressed.

The southern section of Cockrell Hill Rd is to be crack sealed. On the northern portion of Cockrell Hill Rd PWs will use the sealer we have and seal that portion of the road.

Warranty Expiration:

Bryson Manor Phase I-May 2, 2018
Cockrell Hill Road-August 25, 2018
Water Street-December 20, 2018
Lariat Trail-December 20, 2018

Mowing: I am still working on an RFP to get costs on mowing City Property. This should go out in January.

Credit Card Service:

I began looking at our credit card processing vendors and found many rabbit holes I have had to explore. Some of those State law says that we can charge a processing fee of not more than 5%. Our contracts have rates set at \$3 per transaction below \$100 and 3% on charges above \$100. A \$3 fee on a charge less than \$60 is greater than 5%. We have never set our fees for these transactions by Ordinance. The City Attorney and I are looking at several of the issues.

Bridge on Shiloh:

I have been in contact with TXDOT regarding the bridge inspection. The bridge has been inspected in 2017. I am waiting on the report to be sent from the state. John Kiser, TXDOT, has not received the final report yet. He has assured me that he will send it as soon as he gets it.

Culvert Across from City Hall: We placed sod on the slopes and seeded the main area of the work.

Upcoming Items

- City Council Meeting – Monday, December 11th, 2017 at 6:00 pm
- City Hall Closed on December 25-26, 2017

Respectfully Submitted,

John R. Dean, Jr.
City Manager

Edited On	Source Process	Date Approved	Date Entered	Property Address	Reference Number	Status
11/29/2017	Cat License		11/27/2017	206 WILLOW CREEK LN	CAT-2017-0003	Active
11/29/2017	Cat License		11/02/2017	501 OVILLA OAKS DR	CAT-2017-0002	Active
11/29/2017	Cat License		11/02/2017	501 OVILLA OAKS DR	CAT-2017-0001	Active
11/29/2017	Dog License		11/07/2017	103 COPPERFIELD CT	DOG-2017-0011	Active
11/29/2017	Dog License		11/07/2017	117 LARIAT TRL	DOG-2017-0012	Active
11/29/2017	Dog License		11/29/2017	1900 S DUNCANVILLE RD	DOG-2017-0021	Active
11/29/2017	Dog License		11/29/2017	1900 S DUNCANVILLE RD	DOG-2017-0022	Active
11/29/2017	Dog License		11/09/2017	128 SUBURBAN DR	DOG-2017-0013	Active
11/29/2017	Dog License		11/09/2017	101 NORTHWOOD ST	DOG-2017-0014	Active
11/29/2017	Dog License		11/09/2017	101 NORTHWOOD ST	DOG-2017-0015	Active
11/29/2017	Dog License		11/13/2017	204 OAKWOOD LN	DOG-2017-0016	Active
11/29/2017	Dog License		11/15/2017	208 WILLOW CREEK LN	DOG-2017-0017	Active
11/29/2017	Dog License		11/21/2017	114 CLAREMONT DR	DOG-2017-0018	Active
11/29/2017	Dog License		11/27/2017	102 HIGH VIEW CT	DOG-2017-0019	Active
11/29/2017	Dog License		11/27/2017	102 HIGH VIEW CT	DOG-2017-0020	Active
11/29/2017	Dog License		11/07/2017	507 JOHNSON LN	DOG-2017-0010	Active
11/29/2017	Dog License		11/07/2017	253 WILLIAMSBURG LN	DOG-2017-0009	Active
11/29/2017	Dog License		11/02/2017	919 SLIPPERY ELM DR	DOG-2017-0008	Active
11/29/2017	Dog License		11/29/2017	200 SPLIT ROCK TER	DOG-2017-0023	Active
11/29/2017	Dog License		11/02/2017	611 TAYLOR ST	DOG-2017-0007	Active
11/29/2017	Dog License		11/02/2017	611 TAYLOR ST	DOG-2017-0006	Active
11/29/2017	Dog License		11/02/2017	845 RED OAK CREEK DR	DOG-2017-0005	Active
11/29/2017	Dog License		11/02/2017	845 RED OAK CREEK DR	DOG-2017-0004	Active
11/29/2017	Dog License		11/02/2017	505 BRUCE CT	DOG-2017-0003	Active
11/30/2017	Report a Concern		11/30/2017	206 SILVERWOOD DR	RAC-2017-00020	Open
11/30/2017	Report a Concern		11/15/2017	102 WESTLAWN DR	RAC-2017-00005	Closed
11/30/2017	Report a Concern		11/27/2017	619 HOSFORD RD	RAC-2017-00017	Closed
11/29/2017	Report a Concern		11/08/2017	744 COCKRELL HILL RD	RAC-2017-00004	Closed
11/28/2017	Report a Concern		11/28/2017	625 w main . st	RAC-2017-00019	Closed
11/28/2017	Report a Concern		11/28/2017	907 ovilla oaks	RAC-2017-00018	In Progress
11/22/2017	Report a Concern		11/22/2017	OVILLA RD	RAC-2017-00016	In Progress
11/22/2017	Report a Concern		11/22/2017	138 JOHNSON LN	RAC-2017-00015	Open
11/22/2017	Report a Concern		11/22/2017	105 COCKRELL HILL RD RD	RAC-2017-00014	Open

11/22/2017 Report a Concern	11/22/2017 133 WATER ST	RAC-2017-00013	In Progress
11/21/2017 Report a Concern	11/16/2017 301 WILLOW CREEK LN	RAC-2017-00007	Closed
11/21/2017 Report a Concern	11/21/2017 713 W MAIN ST	RAC-2017-00011	In Progress
11/21/2017 Report a Concern	11/21/2017 802 OVILLA OAKS DR	RAC-2017-00012	Open
11/17/2017 Report a Concern	11/16/2017 COCKRELL HILL RD	RAC-2017-00008	In Progress
11/30/2017 Residential Building Permit	11/30/2017 220 WHITE ROCK CT	2017-6016	
11/30/2017 Residential Building Permit	11/30/2017 220 WHITE ROCK CT	2017-6015	
11/29/2017 Residential Building Permit	11/28/2017 112 SAVANNAH DR	2017-6011	
11/28/2017 Residential Building Permit	11/28/2017 204 WINDING WAY CT	2017-6014	
11/28/2017 Residential Building Permit	11/15/2017 117 CUMBERLAND RD	2017-6005	
11/28/2017 Residential Building Permit	11/15/2017 7021 ORANGE CT	2017-6003	
11/27/2017 Residential Building Permit	11/16/2017 403 OVILLA OAKS DR	2017-6006	
11/27/2017 Residential Building Permit	11/20/2017 113 ASHBURNE GLEN LN	2017-6010	
11/22/2017 Residential Building Permit	11/22/2017 505 BRUCE CT	2017-6012	
11/20/2017 Residential Building Permit	11/20/2017 3314 OVILLA RD	2017-6009	
11/20/2017 Residential Building Permit	11/16/2017 203 LARIAT TRL	2017-6008	
11/17/2017 Residential Building Permit	11/16/2017 603 GEORGETOWN RD	2017-6007	
11/15/2017 Residential Building Permit	11/15/2017 113 ASHBURNE GLEN LN	2017-6004	
11/15/2017 Residential Building Permit	11/15/2017 108 MEADOW GLEN LN	2017-6002	
11/08/2017 Residential Building Permit	11/08/2017 106 WOODLANDS CT	2017-6001	

Ovilla Municipal Court Report

FY-2017-2018	Total Traffic Cases Filed	State Law Cases Filed	Parking Cases Filed	Penal Code Cases Filed	City Ordinance Filed	Trials	Total Revenue	Amount Kept by City	Amount sent to State	Warrants Issued
October	99	4	0	1	3	0	\$22,685.48	\$12,583.85	\$10,101.63	23
November	37	2	0	4	3	0	\$15,166.44	\$9,252.74	\$5,913.70	12
December										
January										
February										
March										
April										
May										
June										
July										
August										
September										
Totals	136	6	0	5	6	0	\$37,851.92	\$21,836.59	\$16,015.33	35

2016-2017 FY

November	135	2	0	1	3	0	\$11,603.02	\$6,494.25	\$5,108.77	0
FY Totals	273	3	0	2	12	0	\$29,518.92	\$16,548.35	\$12,970.57	40

FY-2016-2017	Total # of Warrants	Total Amount of Warrants	Warrants Cleared	Warrants Amount
October	562	\$204,958.08	11	\$4,139.17
November	548	\$200,183.08	26	\$2,220.87
December				
January				
February				
March				
April				
May				
June				
July				
August				
September				
Totals			37	\$6,360.04

	Uncontested Disposition	Defensive Driving	Deferred Disposition	Compliance Dismissals	Trial
October	40	28	40	6	0
November	31	25	28	4	0
December					
January					
February					
March					
April					
May					
June					
July					
August					
September					
Totals	71	53	68	10	0

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	Nov. 2017	Nov.2017 YTD	Nov .2016	
Complaint (Nuis 22,Permit 11,Parking 12)	45	614	46	
Follow up (Nuis 25 Permit 11 Park 12)	48	674	47	
Door Notice (Nui -12, Permit-8, Parking 8)	28	428	36	
Mail Notice (Parking 8 grass 5 nuisance 4)	17	282	19	
Posted Property (Grass 5 nuisance 4)	9	101	2	
Court 2 Grass probat 1 Grass Guilty 3 FTA	\$150	\$2,958	\$0.00	
Citizen Contacts	48	768	63	
Permits Reviewed	14	224	14	
Permits Issued	11	165	11	
Inspections	10	274	18	
Nuisance Abated by City 1 grass 2 Illegal dump	3	16	1	
Nuisance Signs (Garage sale-23 business 28)	37	521	37	
Board of Adjustment none	0	12	2	

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

	Nov.2017	Nov 2017 YTD	Nov.2016	
Calls For Service				
Complaint (Regist-16 At Large 8 Bark 2)	26	501	46	
Folow up	30	578	52	
Door Notice (Regis-15, Bark 3 at large 2)	20	391	36	
Impounded Animal (Dog 4, 1 Pig)	5	68	9	
Animal welfare check	3	69	4	
Impound Results (Transport 2 RTO 3)	2	54	8	
Impound fee collected	\$70.00	\$1,170.00	195	
Court()	\$0.00	\$0.00	278	
Citizen Contacts	28	538	52	
Animal Registration (\$170)	15	179	12	
Registration Letter Mailed	24	347	24	
Nuisance Letter Mailed	2	20	2	
Animals released (1Sk 1 Poss)	2	31	0	
Deceased Removed	18	317	28	
Oak Leaf -1 Dog	1	24	1	
Traps Checked Out	2	50	2	

CERTIFIED EXECUTIVE SESSION AGENDA

Meeting Date: December 11, 2017

Attachments:

Closed Meeting called pursuant to Texas Government Code §551.071 – Consultation with Attorney
ITEM 9. DISCUSSION/ACTION – Closed session pursuant to Section §551.071 of the Texas Government Code: Consultation with city attorney regarding contemplated litigation.

Closed Meeting called pursuant to Texas Government Code §551.074 – Personnel Matters
ITEM 10. DISCUSSION/ACTION – Deliberate the appointment, employment, evaluation, reassignment and/or duties of the City Manager. (Six-month evaluation)

Discussion / Justification:

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).

Recommendation / Staff Comments:

N/A

CERTIFIED EXECUTIVE SESSION AGENDA

Meeting Date: December 11, 2017

Attachments:

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Recommendation / Staff Comments:

N/A