

# 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, February 12, 2018

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 February 12, 2018 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](http://www.cityofovilla.org), on the 09<sup>th</sup> day of February 2018 prior to 6:00 p.m., in compliance with Chapter 551, Texas Government Code.



Pamela Woodall, City Secretary

DATE OF POSTING: 2-09-2018 TIME: 10:00 am/pm  
DATE TAKEN DOWN: \_\_\_\_\_ TIME: \_\_\_\_\_ am/pm

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

# ***City of Ovilla City Council***

*Rachel Huber, Place One  
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*

*Monday, February 12, 2018*

*105 S. Cockrell Hill Road, Ovilla, TX 75154  
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, February 12, 2018** 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. December 2017 Financial Transactions over \$5,000
- C2. Quarterly Investment Report through December 2017
- C3. Committed Fund Balance through December 2017
- C4. Approve April 21 as official City Clean-up Day.
- C5. Approve *Movie Night in the Park* event
- C6. Minutes of the January 08, 2018 Briefing Session and Regular Council Meeting.

**IV. PUBLIC HEARING**

Council to conduct a public hearing on an appeal filed by Mr. Danny Giron on the denial of a solicitor's permit.

**V. REGULAR AGENDA**

**ITEM 1. DISCUSSION/ACTION** – Consideration of and action on an appeal filed by Mr. Danny Giron to the City Council on the denial of a solicitor's permit as provided in Section 4.02.034 of the Ovilla Code of Ordinances.

**ITEM 2. DISCUSSION/ACTION** – Consideration of and action on Ordinance 2018-03 of the City of Ovilla, amending Appendix "A" (Fee Schedule), Section A7.001 (Garbage Collection Fees) of the City of Ovilla Code of Ordinances, providing amended residential garbage collection fees; 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 O'VILLA City Council*

*Rachel Huber, Place One*

### *Dean Ohera, Place Two*

*David Griffin, 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 3. ***DISCUSSION/ACTION*** – Consideration of and action to amend the text of Article 6, Section 53.1 of the Ovilla Comprehensive Zoning Ordinance No. 2010.013, providing a definition of the term “Dwelling Guesthouse” and direct staff as necessary for review, action and recommendation from the Planning and Zoning Commission and to return to Council for consideration.

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

ITEM 5. ***DISCUSSION/ACTION*** – Consideration of and action on Resolution R2018-07 approving a First Amendment to the Water Tower Lease Agreement with Rise Broadband, authorizing the Mayor to execute said Agreement.

ITEM 6. ***DISCUSSION/ACTION*** – Consideration of and action on Resolution R2018-08 for the selection of and approval of an Agreement by and between the City of Ovilla and Fund Accounting Solutions Technologies, Inc. (FAST) to provide the City’s Enterprise Resource Planning Software, authorizing the Mayor to execute said Agreement.

ITEM 7. ***DISCUSSION/ACTION*** – Consideration of and action on Resolution R2018-09 of the City Council of the City of Ovilla, Texas, repealing Resolution R09-009, and providing an effective date.

ITEM 8. ***DISCUSSION/ACTION*** – Consideration of and action on review and revision of the Council Rules of Governance and direct staff to return with an amended Council Rules of Governance and resolution for adoption.

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

## VI. DEPARTMENT REPORTS

- **Department Activity Reports / Discussion**
  - Police Department Police Chief B. Windham
    - Monthly Report
    - Texas Law Enforcement Agency (Ovilla) Racial Profiling Report Submitted to TCOLE
  - Fire Department Fire Chief B. Kennedy
    - Monthly Report
  - Public Works Public Works Director B. Piland
    - Monthly Report
      - 1. Monthly Park Maintenance Reports
      - 2. Street Maintenance Report
  - Finance Department Accountant L. Harding
    - December 2017 Financials
    - Bank Balances through February 07, 2018
  - Administration
    - City Manager Reports
      - 1. Monthly Report
      - 2. Bridge Inspection Report
    - Monthly Municipal Court Report
    - Monthly Code/Animal Control Reports

# *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*

## **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).

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

## **VIII. ADJOURNMENT**

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Pamela Woodall, City Secretary

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**CONSENT ITEMS C1 – C6**

**Meeting Date:** February 12, 2018

**Department:** Administration/Finance

Discussion Action

YES NO N/A

**Submitted by:** Staff

**Amount:** N/A

**Attachments:**

- C1. December 2017 Financial Transactions over \$5,000
- C2. Quarterly Investment Report through December 2017
- C3. Committed Fund Balance through December 2017
- C4. Approve April 21 as official City Clean-up Day.
- C5. *Movie Night in the Park* event (contracts)
- C6. Minutes of the January 08, 2018 Briefing Session and Regular Council Meeting.

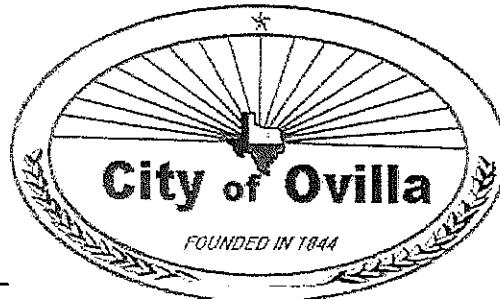
**Discussion / Justification:**

**Recommendation / Staff Comments:**

Staff recommends approval.

Sample Motion(s):

I move to approve the consent items as presented.



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DATE: February 12, 2018

TO: Honorable Mayor and Council Members

FROM:  
Linda Harding, Accountant

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

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

Date	Check#	General Fund Payee	Description	Amount
12/01/2017	47176	United States Treasury	75-1399345 PER END 11 25 17	9,627.98
12/01/2017	47196	T. M. R. S.	RETIREMENT	15,747.32
12/14/2017	DRAFT	QuickBooks Payroll Service	Created by Payroll Service on 12/9/2017	48,113.11
12/15/2017	47222	United States Treasury	75-1399345 per end 12/9/17	9,386.56
12/19/2017	47251	Waste Connections of Texas	SOLID WASTE	19,711.58
12/29/2017	DRAFT	QuickBooks Payroll Service	Created by Payroll Service on 12/23/2017	51,413.02
12/29/2017	47253	United States Treasury	75-1399345 per end 12/23/17	9,482.80
12/29/2017	47276	United Health Care	HEALTH INSURANCE JANUARY	12,320.35

Total General Fund Transactions \$5,000 and Over \$ 175,802.72

Date	Check#	Water & Sewer Fund Payee	Description	Amount
12/1/2017	17001	City of Ovilla General Fund	Payroll	\$ 10,354.64
12/14/2017	17007	City of Ovilla General Fund	Payroll	\$ 10,127.72
12/15/2017	17009	City of Dallas	Water	\$ 29,033.73
12/20/2017	17017	City of Ovilla General Fund	Solid Waste	\$ 19,416.00
12/20/2017	17016	Trinity River Authority	Waste	\$ 40,800.00
12/28/2017	17023	City of Ovilla General Fund	Payroll	\$ 11,568.96

Total Water & Sewer Fund Transactions \$5,000 and Over \$ 121,301.05



DATE: February 12, 2018

TO: Honorable Mayor and Council Members

FROM:  
Linda Harding, Accountant

SUBJECT: Investment Report for Quarter Ending December 31, 2017

City of Ovilla  
 Investment Report  
 For Quarter Ending December 31, 2017

Fund	Bank	Investment Type	Description	Bank Account Number	Quick Books Account #	Inception Date	Maturity Date	Rate	Beginning Market Value 9-30-2017	Activity During Quarter	Ending Market Value 12/31/2017	Book Value 12/31/2017	Difference	
GENERAL FUND														
GF	Prosperity Bank	Operating	General	6602109437	1012500	N/A	N/A	0.4000%	\$ 1,221,511.50	Interest Earned	\$ 758.19			
										Net Deposit	\$ 1,651,703.46			
										Net Withdrawals	\$ 1,338,217.06			
										Ending Balance	\$ 1,535,756.09	\$1,535,756.09	(\$0.00)	
GF	Texstar Investment	Pool		701711110	1012525	N/A	N/A	0.8631%	\$ 3,764.93	Interest Earned	\$ 10.42			
										Withdrawal	\$ -			
										Ending Balance	\$ 3,775.35	\$3,775.35	\$0.00	
GF	Prosperity Bank	Money Market		9307605	1012520	3/2/11	N/A	0.3500%	\$230,598.36	Interest Earned	\$ 203.50			
										Withdrawal	\$ -			
										Ending Balance	\$230,801.86	\$230,801.86	\$0.00	
GF	Texstar Investment	Pool		701711120	1011525	N/A	N/A	0.8631%	\$ 938.44	Interest Earned	\$ 2.69	\$941.13	\$941.13	\$0.00
GF	Prosperity Bank	Money Market		9307583	1012250	N/A	N/A	0.3500%	\$ 128,226.42	Interest Earned	\$ 113.16			
	\$240,000 Moved to Citizens National Bank On 8/18/11													
										Net Deposit	\$ -			
										Net Withdrawals	\$ -			
										Ending Balance	\$ 128,339.58	\$128,339.58	\$0.00	
GF	Prosperity Bank	Leose			1012510	N/A	N/A	0.0000%	\$ 1,152.62	Interest Earned	\$ 0.00			
										Net Deposit	\$ 1,152.62	\$1,152.62	\$1,152.62	\$0.00
GF	Prosperity Bank	CD		670010694	1012260	2/25/14	2/25/15	0.0350%	\$ 247,739.71	Interest Earned	\$ 343.44			
	2/25/14 Transferred 243997.77 to Prosperity Bank account 670010694													
										Net Deposit	\$ -			
										Net Withdrawals	\$ -			
										Ending Balance	\$ 248,083.15	\$248,083.15	\$0.00	
GF	Prosperity Bank	CD		670010608	1012290	10/17/12	10/17/13	0.3000%	\$ 56,157.92	Interest Earned	\$ 70.79	\$56,238.71	\$56,238.71	\$0.00
GF	Prosperity Bank			216188662	1012295	6/25/15	n/a	0.4000%	\$ 298,021.54	Interest Earned	\$ 300.57			\$0.00
	Total General Fund													
										Total General Fund Balance	\$2,503,410.60	\$2,503,410.60	(\$0.00)	
DEBT SERVICE														
Debt	Prosperity Bank	Savings Account	Sinking Fund	6606020291	1010000	N/A	N/A	0.3500%	\$ 23,125.19	Interest Earned	\$ 65.36			
										Deposits	\$ 417,226.37			
										Deductions	\$ 496.60			
										Ending Balance	\$439,920.32	\$439,920.32	\$0.00	
Water & Sewer Utility Fund														
W&S	Prosperity Bank	Operating	Utility	6602109445	1021500	N/A	N/A	0.4000%	\$ 599,409.94	Interest Earned	\$ 629.02			
										Net Deposit	\$ 430,906.85			

**City of Ovilla  
Investment Report  
For Quarter Ending December 31, 2017**

Fund	Bank	Investment Type	Description	Bank Account Number	Quick Books Account #	Inception Date	Maturity Date	Rate	Beginning Market Value 9-30-2017	Activity During Quarter		Ending Market Value 12/31/2017	Book Value 12/31/2017	Difference	
										Net Withdrawals	\$ 450,616.15		\$580,329.66	\$580,329.66	\$0.00
W&S	Texstar Investment	Pool	701705350	1021525	N/A	N/A	0.8631%	\$ 1,156.19		Interest Earned	\$ 3.08				
										Net Deposit	\$ -				
										Withdrawals	\$ -				
										Ending Balance		\$1,159.27	\$1,159.27	\$0.00	
W&S	Prosperity Bank	Utility	4547531	1021800	N/A	N/A	0.4400%	\$ 139.56		Interest Earned	\$ 0.15				
										Net Deposit	\$ -				
										Net Withdrawals	\$ -	\$139.71	\$139.71	\$0.00	
W&S	Prosperity Bank	Money Mkt.	18004323	1020500	N/A	N/A	0.3500%	\$ 189,317.76		Interest Earned	\$ 167.07				
										Net Deposit	\$ -				
										Net Withdrawals	\$ -	\$ 189,484.83	\$189,484.83	\$0.00	
Total W&S Utility Fund									Total W&S Fund			\$771,113.47	\$771,113.47	\$0.00	
CAPITAL PROJECTS															
		Construction Funds													
CP	Texpool Investment	Pool	78761 11878	1023000	N/A	N/A	0.0000%	\$ 310.76		Interest Earned	\$ 0.31				
										Deposits					
										Withdrawals	\$ -				
										Ending Balance		\$311.07	\$311.07	\$0.00	
CP	Texstar Investment	Pool	701705340	1023500	N/A	N/A	0.8631%	\$ 1,410.00		Interest Earned	\$ 3.86				
										Deposits	\$ -				
										Withdrawals	\$ -				
										Ending Balance		\$1,413.86	\$1,413.86	\$0.00	
CP	Prosperity Bank	Money Market	9307648	1024000	N/A	N/A	0.3500%	\$130,674.20		Interest Earned	\$ 115.31				
										Deposits	\$ -				
										Withdrawals	\$ -				
										Ending Balance		\$130,789.51	\$130,789.51	\$0.00	
Total Capital Projects												\$132,514.44	\$132,514.44	\$0.00	
W&S IMPACT FEE															
W&S Impact	Prosperity Bank	Water Impact	6604032322	8510100	N/A	N/A	0.3000%	\$ 51,506.80		Interest Earned	\$ 38.66				
		Money Market								Net Deposit	\$ -				
										Net Withdrawals	\$ 580.00				
										Ending Balance		\$ 50,965.46	\$50,965.46	\$0.00	
W&S Impact	Texstar Investment	Sewer Impact	701713540	8520155	N/A	N/A	0.8631%	\$ 3,185.73		Interest Earned	\$ 8.76				
										Net Deposits	\$ -				
										Net Withdrawals	\$ -				
										Ending Balance		\$3,194.49	\$3,194.49	\$0.00	
W&S Impact	Prosperity Bank	Sewer Impact	301668699	8520160	N/A	N/A	0.3000%	\$55,443.47		Interest Earned	\$ 50.96				
		Money Market								Net Deposit	\$ 17,409.76				
										Net Withdrawals	\$ -				
										Ending Balance		\$72,904.19	\$72,904.19	\$0.00	
Total W&S Impact Fund												\$127,064.14	\$127,064.14	\$0.00	

**City of Ovilla  
Investment Report  
For Quarter Ending December 31, 2017**

This report is prepared in accordance with Chapter 2256 of the Public Funds Investment Act (PFIA). Section 2256.023(a) of the PFIA states that "not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a report on the investment activities of the entity."

John R Dean, City Manager

3



DATE: February 12, 2018

TO: Honorable Mayor and Council Members

FROM:  
Linda Harding, Accountant

SUBJECT: Committed Fund Balance Report as of December 31, 2017

# Committed Fund Balance Report for General Fund for FY 2017-2018

	Account Number	General Fund 2017-2018 Budget
<b>FY 2017-2018 Budget</b>		3,555,419
<b>CAPITAL ASSETS and RESERVE ACCOUNTS:</b>		
Machinery and Equipment	5106440	(1,000)
Furniture	5106465	(1,000)
Audio and Visual Equipment	5106470	0
Buildings	5107420	0
Machinery and Equipment	5107440	0
Reserve for Contingency	5109001	0
Reserve for PD and FD Radios	5109015	(93,770)
Machinery and Equipment	5206440	(9,734)
Personal Protective Equipment	5206445	(2,600)
Capital Outlay - Vehicles	5206450	(57,350)
Machinery and Equipment	5306440	(10,300)
Personal Protective Equipment	5306445	(20,247)
Capital Outlay - Vehicles	5307450	0
Machinery and Equipment	5406440	(1,000)
Capital Outlay - Vehicles	5407450	(31,400)
Machinery and Equipment	5506440	(2,500)
Personal Protective Equipment	5506445	(300)
Machinery and Equipment	5507440	(10,000)
Machinery and Equipment	5606440	(2,000)
4B EDC Monument Signs	5607415	(30,000)
Machinery and Equipment	5607440	(6,000)
Total 2016-2017 Budget Less Capital Assets and Reserve		3,276,218
Resolution Number 2013-002		25%
<b>REQUIRED UNASSIGNED FUND BALANCE IN GENERAL FUND</b>		<b>\$ 819,054.50</b>

<b>ALL G/F BANK ACCOUNT BALANCES AS OF 12/31/2017</b>		
Prosperity Bank (Operating Acct 9437)	1012500	\$ 1,535,756.09
Prosperity Money Market (Acct #9307605)	1012520	\$ 230,801.86
TexStar Reserves ( Acct. #07017-1110)	1012525	\$ 3,775.35
TexStar Money Market (Acct 1112)	1011525	\$ 951.13
Prosperity Money Market Reserve (Acct. #9307583)	1012250	\$ 128,339.58
Prosperity CD (Acct. #670010694)	1012260	\$ 248,083.15
Prosperity Bank CD (Acct. #670010608)	1012290	\$ 56,238.71
 ALL BANK ACCOUNTS Total Unassigned Fund Balance in General Fund		\$ 2,203,945.87
 REQUIRED UNASSIGNED FUND BALANCE IN GENERAL FUND		\$ 819,054.50
 <b>Excess in Unassigned Fund Balance in ALL ACCOUNTS</b>		<b>\$ 1,384,891.37</b>
 <b>INFRASTRUCTURE - STREET REPAIR</b>		<b>\$ 270,000.00</b>
SALE OF ASSET: FIRE RESCUE PUMP AND TANK \$91,000, LESS BROKER FEE OF \$6,370 AND POSTAGE FEE OF \$7.10		\$ (84,622.90)
SALE OF ASSET: FIRE BRUSH TRUCK 4/2016 \$14,000 LESS 10% BROKER FEE \$1,400		\$ (12,600.00)
SALE OF ASSET: FIRE TRUCK 11/2016 \$5,500 LESS 10% BROKER FEE \$450		\$ (5,050.00)
SALE OF ASSET: 1990 PUMP TRUCK 1/1817 \$9,600 LESS 10% BROKER FEE \$960		\$ (8,640.00)
FIRE DEPARTMENT EQUIPMENT PURCHASE - 2016 COMMAND VEHICLE equipment contribution		\$ 55,000.00
FIRE AND POLICE DEPARTMENT RADIO EQUIPMENT PURCHASE GRAND TOTAL \$187,539.20		
city equip acct 40,000,		\$ 40,000.00
 <b>BALANCE AVAILABLE FROM SALE OF EQUIPMENT</b>		<b>\$ (15,912.90)</b>
 <b>BALANCE: EXCLL OF UNASSIGNED FUND BALANCE LESS STREET/EQUIP.</b>		<b>\$ 1,098,978.47</b>

02.12.2018

## Consent Item 4

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To  
Honorable Mayor  
and Council

**Comments:** [City of Ovilla Annual Clean-Up Day](#)

From  
PW Director Piland

Earth Day is celebrated on April 22. The closest Saturday is April 21 which would be the preferred day for our annual clean-up day and recycling day.

CC  
J. Dean, CM,  
Public Works/Code

Two other potential dates are Saturday, April 14 and Saturday, April 28.

Re  
Annual Clean Up Day

### City of Ovilla

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Tel 972-617-7262

105 S. Cockrell Hill Road  
Ovilla, Texas 75154

[www.cityofovilla.org](http://www.cityofovilla.org)  
[jdean@cityofovilla.org](mailto:jdean@cityofovilla.org)

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02.12.2018

## Consent Item 5

To  
Honorable Mayor  
and Council

From  
P.Woodall

CC  
J. Dean, CM,  
Administration and  
Finance Department

Re  
Movie in the Park event

### Comments: PARK BOARD RECOMMENDATION

At their February 05, 2018 Park Board Meeting, the Board selected the movie "Cars 3" for the next *Movie Night in the Park* event. The evening's event was voted on by the Park Board as follows:

**Movie in the Park date: April 21, 2018**  
Time: 7:30 pm set up (sunset at 8:00 pm)  
Double popcorn  
Screen size the same as last time – 33-ft  
Location: Heritage Park, 675 W. Main Street, Ovilla, TX.  
Contact for this event is Public Works Director Brad Piland – 469-765-6052.  
Rainout date: April 28, 2018 – not a scheduled date but a desired date.

FunFlicks Outdoor Movie Company is Ovilla's chosen equipment and technology supplier. This date has been confirmed with FunFlicks and requires confirmation by a signed contract. It is the same standard contract as signed for past movie events.

Staff secured the licensing from Swank Motion Pictures, Inc. for public performance of the movie.

Although, this is within the Purchasing Policy's permitted staff expenditures and is a budgeted item, it includes contractual obligations. Staff is seeking Council's approval to permit the City Manager to execute the necessary documents for this event. This was included in the FY 2017-2018 Budget and is within the budgeted line-item allowance.

## City of Ovilla Park Board

Tel 972-617-7262

105 S. Cockrell Hill Road  
Ovilla, Texas 75154

[www.cityofovilla.org](http://www.cityofovilla.org)  
jdean@cityofovilla.org



# CITY OF OVILLA MINUTES

**Monday, January 08, 2017**

**Regular City Council Meeting**

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

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

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**

PL5 Myers 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**

### **Citizen Comments**

1. Mr. William Douglas Wallace was present, introduced himself and shared that he was running for 378<sup>th</sup> Judicial District Court Judge in Ellis County.

## **CONSENT AGENDA**

- C1. November 2017 Financial Transactions over \$5,000
- C2. Minutes of the December 11, 2017 Briefing Session and Regular Council Meeting.

PL4 Hunt moved to approve the Consent Items as presented, seconded by PL2 Oberg.

*No oppositions, no abstentions.*

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

## **REGULAR AGENDA**

**ITEM 1. DISCUSSION/ACTION** – Consideration of and action on Ordinance 2018-01 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.

Staff received approval from the city attorney of the prepared ordinance amending the Code of Ordinances regarding dumpster screening. The presented ordinance makes the dumpster screening requirements consistent throughout the Code.

PL2 Oberg moved to approve Ordinance 2018-01 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, seconded by PL4 Hunt.

*No oppositions, no abstentions.*

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

**ITEM 2. DISCUSSION/ACTION** – Consideration of and action on Ordinance 2018-02 of the City of Ovilla, Texas, authorizing a General Election to be held on May 05, 2018 for the purpose of electing three Council Members, (Places 1, 3 and 5) for expired terms by the qualified voters of Ovilla; providing for the method of voting; providing for the appointment of the early voting clerk, presiding election judge, early voting ballot board; providing for the lease of election equipment and providing for publication in accordance with the Texas Election Code {EC §3.004, §3.006, §4.001-008, §85.005, §85.007} and providing an effective date.

**DISCUSIÓN/ACCIÓN** – Consideración de una Acción a partir de la Ordenanza 2018-02 del Gobierno Municipal de la Ciudad de Ovilla, Texas, donde se autoriza la organización de elecciones generales para el día 05 de mayo de 2018 con el elegir tres miembros del gobierno municipal (cargos 1, 3 y 5) cuyo período ha expirado y por parte de votantes calificados de Ovilla; estipulando el método de votación; estipulando el nombramiento de la Secretaria de Votación Anticipada; el Juez de Elección Anticipada, el Consejo de Boletas de Votación Anticipada; estipulando el arriendo de equipamiento para elecciones y estipulando la publicación, en conformidad con el Código de Elecciones de Texas {EC §3.004, 3.006, 41001-008, 85.004, 85.007} y estipulando una fecha efectiva.

State Law requires the City Council to authorize the Order of General Election.

May 05, 2018 is uniform Election Day. The prepared ordinance calls the election and outlines procedures consistent with the TX Election Code; designating the polling place for early voting and Election Day, the method of voting, appointment of the early voting clerk, appointment of the Ballot Board and Presiding Election Judge and the lease of election equipment.

Early Voting takes place from April 23, 2018, through May 01, 2018 at the Ovilla Municipal Building, same location as in past years. Election Day voting will be held in the Council Chamber Room.

Method of Voting: Paper ballots

Early Voting Clerk: City Secretary

Presiding Election Judge: Charlie Morton

Alt. Presiding Election Judge: Christina Odom

Ballot Board: Presiding Judge and his designated election clerks

Lease of Equipment: Ellis County Elections Administrator

A lease agreement from Ellis County for the Auto Mark (election equipment) will be presented to Council at a later meeting when it becomes available from the County.

Law requires that two of those days during early voting by personal appearance have extended hours from 7:00 A.M. to 7:00 P.M., on designated dates. The recommended two days for 12-hour early voting for the May 05, 2018 General Election are Monday, April 30, 2018 and Tuesday, May 01, 2018.

PL4 Hunt moved that Council approve Ordinance 2018-02 of the City Council of the City of Ovilla, Texas, authorizing a general election to be held on May 05, 2018 for the purpose of electing three council members (Places 1, 3 and 5) for expired terms by the qualified voters of Ovilla; providing for the method of voting; providing for the appointment of the Early Voting Clerk; Presiding Election Judge, Early Voting Ballot Board; providing for the lease of election equipment and providing for publication, in accordance with the Texas Election Code {EC §3.004, 3.006, 41001-008, 85.004, 85.007} and providing an effective date, seconded by PL2 Oberg.

*No oppositions, no abstentions.*

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

**ITEM 3. DISCUSSION/ACTION** – Consideration of and action on Resolution R2018-01, to award the Red Oak Creek 12-inch Water Line Crossing Project Contract Agreement to LA Banda, LLC, authorizing the Mayor to execute said construction project agreement documents.

The City entered into an agreement for engineering services with Birkhoff, Hendricks and Carter, LLP to complete construction plans and specification for the Red Oak Creek 12-inch Water Line Project. Notice was posted, and bids received through December 21, 2017, 10:00 a.m.

Birkhoff, Hendricks and Carter, LLP checked the sealed bids received at 10:00 a.m., Thursday, December 21, 2017, for the Red Oak Creek 12-inch Water Line Crossing project. LA Banda, L.L.C. of Dallas, Texas, submitted the low base bid in the amount of \$104,107.00, which includes a bid of \$15,500.00 for the additive alternate No 3A and a credit of bid item No. 3 for \$7,316.00. Additionally, based on the engineering firm's check references on LA Banda, they reported that LA Banda LLC holds the experience and capability to construct the Red Oak Creek 12-inch Water Line Crossing Project. The Bid Summary and itemized Bid Tabulation were reviewed.

PL5 Myers moved that Council approve Resolution R2018-01, to award the Red Oak Creek 12-inch Water Line Crossing Project Contract Agreement to LA Banda, LLC, authorizing the Mayor to execute said construction project agreement documents, seconded by Mayor Pro Tem Griffin.

*No oppositions, no abstentions.*

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

**ITEM 4. DISCUSSION/ACTION** – Consideration of and action on Resolution R2018-02, to award an IT Management Technology Services Agreement by and between the City of Ovilla and NetGenius, and authorizing the Mayor to execute said agreement documents.

Specifications for IT Management Technology Services were prepared, and staff published a Request for Proposals to receive interest from qualified vendors until December 04, 2017 at 3:00 pm. Three proposals were received, and interviews were conducted by the staff with the two most qualified and that met all requirements. NetGenius proved to carry the experience in providing the necessary services. Staff unanimously agreed that based on governmental knowledge, experience and security background, NetGenius was best suited for Ovilla. NetGenius' monthly fee is based on the number of devices. The Agreement was reviewed, amended and approved by the city attorney. The annual fee is \$39,000, which if approved, would require a budget amendment at mid-year. This IT firm covers a larger range of services that were not included and billed separately with the current provider.

PL4 Hunt moved to approve Resolution R2018-02, to award an IT Management Technology Services Agreement by and between the City of Ovilla and NetGenius, and authorizing the Mayor to execute said agreement documents, seconded by PL1 Huber.

*No oppositions, no abstentions.*

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

**ITEM 5. DISCUSSION/ACTION** – Consideration of and action on Resolution R2018-03, approving the Parks Master Plan Contract with GrantWorks, Inc, authorizing the Mayor to execute said agreement documents.

During the December 2017 Council meeting, staff shared the results of proposals received for the creation of an Ovilla Parks Master Plan and was directed to return with an agreement and resolution for execution. The EDC and Park Board both considered the two proposals, and both recommended that GrantWorks be selected to prepare a Parks Master Plan. Staff has a commitment from the Economic Development Corporation to pay for this Plan. Cost of the Plan is \$6,000.

PL2 Oberg moved to approve Resolution R2018-03, approving the Parks Master Plan Contract Agreement with GrantWorks, Inc, authorizing the Mayor to execute said agreement documents, seconded by PL5 Myers.

*No oppositions, no abstentions.*

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

**ITEM 6. DISCUSSION/ACTION** – Consideration of and action on Resolution R2018-04, approving a Master Services and Purchasing Agreement by and between Axon Enterprises, Inc., and the City of Ovilla, authorizing the Mayor to execute said agreement documents.

Each full time Ovilla Police Officer is issued a departmental Taser as standard issue equipment. Axon, Enterprises, Inc., requires a signed contract for purchase. Therefore, in order to purchase a Taser for our newest officer, the contract needs to be executed for one (1) new Taser at a budget approved cost of \$1,133.01.

Mayor Pro Tem Griffin moved to approve Resolution R2018-04, approving a Master Services and Purchasing Agreement by and between Axon Enterprises, Inc., and the City of Ovilla, authorizing the purchase of one new taser and authorizing the Mayor to execute said agreement documents, seconded by PL2 Oberg.

*No oppositions, no abstentions.*

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

**ITEM 7. DISCUSSION/ACTION** – Consideration of and action on Resolution R2018-05, approving an update of the City of Ovilla Investment Policy.

Staff advised that the City is required under the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) to adopt a formal written Investment Policy for the investment of public funds. These policies serve to satisfy the statutory requirement (specifically the Public Funds Investment Act, Chapter 2256 of the Texas Government Code [the “Act”]) to define, adopt and review a formal investment strategy and policy. The presented policy has been reviewed and revised by the city attorney.

PL1 Huber moved to approve Resolution R2018-05, approving the review and update of the City of Ovilla Investment Policy, seconded by PL5 Myers.

*No oppositions, no abstentions.*

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

**ITEM 8. DISCUSSION/ACTION** – Consideration of and action on Resolution R2018-06, approving a Service Agreement by and between the City of Ovilla and Deaf Action Center, authorizing the Mayor to execute said agreement documents.

The Municipal Court is in need of deaf interpreter for scheduled court and jury trials. Article 38.31 Criminal Procedures, of the Criminal and Traffic Law Manual, requires and states that *the court shall appoint a qualified interpreter to interpret the proceedings in any language a deaf person can understand*. Additionally, Article 38.31 g (2) Criminal Procedures requires that a qualified interpreter must be board certified listed in the Registry of Interpreters for the Deaf. All interpreters with Deaf Action Center are qualified interpreters.

PL5 Myers moved to approve Resolution R2018-06, approving a Service Agreement by and between the City of Ovilla and Deaf Action Center, authorizing the Mayor to execute said agreement documents, seconded by PL2 Oberg.

*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.

None.

*No action.*

#### **DEPARTMENT REPORTS**

- Department Activity Reports / Discussion
  - Police Department Police Chief B. Windham
    - Reviewed Monthly Report
      - 1. Advised that new employee begins January 09, 2018
  - Fire Department Fire Chief B. Kennedy
    - Reviewed Monthly Report
      - 1. Working on the quotes for repairs to the building.
  - Public Works Public Works Director B. Piland
    - Monthly Report
      - 1. Reviewed Monthly Park Maintenance Reports
      - 2. Reviewed Street Maintenance Report
      - 3. Introduced new employee Otis Hinson
  - Finance Department Accountant L. Harding
    - November 2017 Financials
    - Bank Balances through January 03, 2017
  - Administration City Secretary P. Woodall
    - Discussed City Manager Reports
    - Reviewed Monthly Municipal Court Report
    - Reviewed 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).*

*None.*

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

1. Mayor Dormier	Review the resolution regarding council volunteers.
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 January 08, 2018, seconded by PL4 Hunt. There being no further business, Mayor Dormier adjourned the meeting at 7:50 p.m.

ATTEST:

Richard Dormier, Mayor

Pamela Woodall, City Secretary

*Approved February 12, 2018*

## PUBLIC HEARING & AGENDA ITEM REPORT

### Item 1

Meeting Date: February 12, 2018

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

Other: Lt. Bennett, Ovilla PD

#### Attachments:

1. Copy of solicitor's application and appeal notice.
2. Excerpts from Code - Appeal and Revocation

#### Agenda Item / Topic:

ITEM 1. *DISCUSSION/ACTION* – Consideration of and action on an appeal filed by Mr. Danny Giron to the City Council on the denial of a solicitor's permit as provided in Section 4.02.034 of the Ovilla Code of Ordinances.

#### Discussion / Justification:

**Background/History:** Staff received a completed solicitor's application from Mr. Danny Giron, Inca Roofing Company, on January 26, 2018. Following the standard background investigation and finding inconsistency with the application and background information, staff contacted police personnel to review the documents. Following review with Ovilla Police Chief Windham and Lt. Bennett, it was recommended and determined that the permit be denied based on unsatisfactory results.

Mr. Giron was notified in person on February 01, 2018 by the city secretary, which Mr. Giron inquired about his options. He chose to appeal. An excerpt from Section 4.02.034 the Code states:

#### Sec. 4.02.034 Appeal of denial

Any person aggrieved by the action of the city secretary or the [mayor] or his or her deputy in the denial of an application for permit or license as provided in [section 4.02.033](#) shall have the right to appeal to the city council. Such appeal shall be taken by filing with the council, within fourteen (14) days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The council shall set a time and place for a hearing on such appeal, and notice of such hearing shall be given in the manner as provided in [section 4.02.038](#) for notice of hearing on revocation. The decision and order of the council on such appeal shall be final and conclusive.

Mr. Giron was notified by letter on February 05, 2018 of his appeal hearing and was advised that he should be prepared to provide the Council his grounds for the appeal.

#### Recommendation / Staff Comments:

#### SAMPLE MOTION

I move to support the appeal of the solicitor's permit application by Mr. Danny Giron and direct staff to issue the solicitor's permit.

I move to support staff's denial of the solicitor's permit application to Mr. Danny Giron based on Section 4.02.033 and 4.02.038 of the Ovilla Code.

I K. Drury

#### Sec. 4.02.034    Appeal of denial

Any person aggrieved by the action of the city secretary or the [mayor] or his or her deputy in the denial of an application for permit or license as provided in section 4.02.033 shall have the right to appeal to the city council. Such appeal shall be taken by filing with the council, within fourteen (14) days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The council shall set a time and place for a hearing on such appeal, and notice of such hearing shall be given in the manner as provided in section 4.02.038 for notice of hearing on revocation. The decision and order of the council on such appeal shall be final and conclusive. (1989 Code, ch. 4, sec. 1.05)

Based on this code Sec 4.02.034

I Danny Giron would like to appeal  
to the city council for a final decision.

2/1/18.



In the course of your activities as a Solicitor or Peddler, will a motor vehicle be used?

Yes  No If yes, please provide the following information:

Year Model Make Style Color 01 Toyota Tundra Brown

License No. State Registered Name of liability insurance carrier \_\_\_\_\_

Name of company or organization: Inca Roofing

Name and Title of individual authorizing solicitation: \_\_\_\_\_

Organization's Web address: \_\_\_\_\_

Email address: \_\_\_\_\_

PhysicalAddress: 3706 ovilla rd Red oak, TX 75154

Number, Street, State Zip

Telephone No.: 844 211 5821

Area Code Number

Does this company or organization maintain an office in Ellis or Dallas Counties, Texas?  Yes  No

Please provide the following information:

Address: 3706 ovilla rd 75154

Number, Street, State Zip

Telephone No.: 844 211 5821

Area Code Number

Is this a temporary or permanent office: permanent

Describe the service or product you solicit or sell: Roofing

If you, the applicant, do not live in Ellis or Dallas Counties, Texas, and you are here temporarily, please supply the following information:

Name of motel/hotel: \_\_\_\_\_ Room No.: \_\_\_\_\_

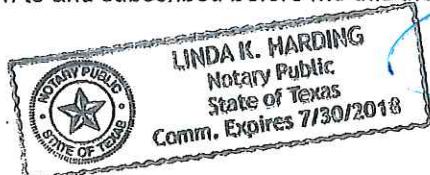
Other location: \_\_\_\_\_

Date: 1/25/18 Applicant's signature: Linda K. Harding

I, the undersigned applicant, hereby certify under oath that the information contained in this application is true and correct to the best of my knowledge and belief.

Date: 1-26-18 Applicant's signature: Linda K. Harding

Sworn to and subscribed before me this the 26th day of January, 20 18



Notary Public

DATE DL/CCH CK: \_\_\_\_\_

CLEARED/APPROVED: \_\_\_\_\_



## Applicant Notification / Release of Information

In connection with my solicitor's application for the City of Ovilla, I understand that investigative inquiries on my background, in accordance with the Fair Credit Reporting Act and all state and federal laws, are to be made on me.

I understand the City of Ovilla and/or First Check may make inquiries, including but not limited to my criminal history. Furthermore, I understand that the City of Ovilla and/or First Check may request information from federal, state and other agencies.

I understand that according to the Fair Credit Reporting Act, I am entitled to know if my application is denied because of information obtained by the City of Ovilla from a Consumer Reporting Agency. Upon written request, I will be informed whether an investigative consumer report was requested and will be given full information as to the nature and the scope of the investigation, as well as the name of the reporting agency or sources of information.

I authorize without reservation, any party (including, but not limited to, employers, law enforcement agencies, state agencies, institutions and private information bureaus or repositories) contacted by the City of Ovilla and/or First Check to furnish any or all of the above mentioned information. In addition, I hereby release First Check and the City of Ovilla from any and all liability for damages arising from the investigation and disclosure of the requested information. I further release and discharge all liability from all companies, agencies, officials, officers, employees and other persons, who, in good faith provide to City of Ovilla and/or First Check the above mentioned information as requested, in order to successfully complete a background investigation for my application. I will allow a photocopy of this authorization to be as valid as the original.

Print Full Name: Danny Uloqui Giron

Social Security: ██████████ Date of Birth: ██████████

Current Address: 3706 ovilla Rd 75154

City/State/Zip: Red oak , TX

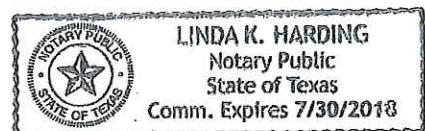
Driver's License# 24989468

Applicants Signature Dan

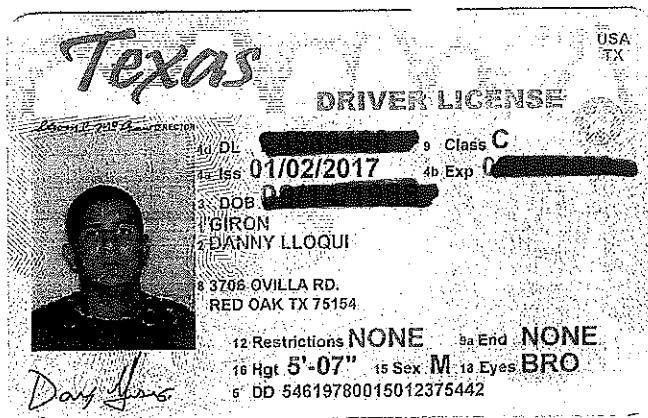
\*\*Notary Signature Linda K. Harding Printed LINDA K. HARDING

State Texas County Ellis Commission Expires 7-30-18

\*Date of birth is being requested only for the purpose of identification in obtaining accurate retrieval of records, and will not be used for discriminatory purposes. \*\* Only when requested



105 South Cibrell Hill Road  
Ovilla, Texas 75154  
(Ph) 972-617-7262 (Fax) 972-515-3221



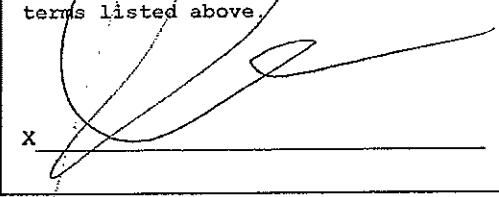
City of Ovilla-CP  
Permits105 S Cockrell Hill Rd  
Ovilla, TX 75154  
972-617-7262

1/26/2018 10:01:54 AM

Auth Code: 186982  
Transaction ID: 711634890  
Reference ID: 591597  
Name: Danny Giron  
Project Address: 3706 Ovilla Rd  
Permit #: Solicitor's  
Permit

Transaction Credit Card  
Type:  
Card Type:   
Card Number:   
Name: Danny Giron  
Amount: \$35.00  
OVILLA\_SVCFEE: \$1.05  
Total Amount: \$36.05

I authorize the merchant to charge my credit card for the amount listed above. I understand that my card will be charged \$35.00 and my credit card statement will show this charge as from OVILLA-MISC GOVT. I understand that my card will be charged a separate Service Charge of \$1.05 and my credit card statement will show this charge as from OVILLA\_SVCFEE. By signing below I acknowledge and agree to all of the terms listed above.



X

Merchant Copy

#### **Sec. 4.02.033 Investigation; issuance**

(a) Upon receipt of such application, it shall be referred to the [mayor] or his or her deputy, who shall cause such investigation of the applicant's business and moral character to be made as he deems necessary for the protection of the public good. If such person has been convicted of a felony or misdemeanor, the application shall be considered in accordance with article 6252-13c of the Revised Civil Statutes.

(b) If, as a result of such investigation, the applicant's character or business responsibility is found to be unsatisfactory, the [mayor] or his or her deputy shall endorse on such application his or her disapproval and his or her reasons for same and shall return the application to the city secretary, who shall notify the applicant that his/her application is disapproved and that no permit and license will be issued.

#### **Sec. 4.02.038 Revocation**

(a) Permits and licenses issued under the provisions of this article may be revoked by the city council, after notice and hearing, for any of the following causes:

(1) Fraud, misrepresentation, or false statement contained in the application for license;

(2) Fraud, misrepresentation, or false statement made in the course of carrying on the business of peddler, canvasser, or **solicitor**;

(3) Any violation of this article;

(4) Any violation of any felony or misdemeanor, as provided for in article 6252-13c of the Revised Civil Statutes;

(5) Conducting the business of peddling, canvassing, or soliciting in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, or general welfare of the public.

(b) Notice of the hearing for revocation of a license shall be given in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the licensee at his or her known address at least five (5) days prior to the date set for the hearing.

February 5, 2018

Mr. Danny L. Giron  
3706 Ovilla Road  
Red Oak, Texas 75154

RE: APPEAL HEARING: Request of the City of Ovilla City Council for the revocation of a denied solicitor permit.

Dear Mr. Giron,

The City Council of the City of Ovilla has scheduled a public hearing in accordance with Section 4.02.034, Appeal of Denial, of the City of Ovilla Code of Ordinances to hear your justifications for revocation of your denied solicitor permit, dated January 29, 2018. The date of your scheduled appeal hearing is **Monday, February 12, 2018, 6:30 p.m., at the Ovilla Municipal Building, 105 S. Cockrell Hill Road, Ovilla, TX 75154**. Please be advised that you will be expected to provide fully the grounds for your appeal. An excerpt from the Ovilla Code of Ordinances is included in this letter.

***EXCERPT***

**Sec. 4.02.034 Appeal of denial**

Any person aggrieved by the action of the city secretary or the [mayor] or his or her deputy in the denial of an application for permit or license as provided in [section 4.02.033](#) shall have the right to appeal to the city council. Such appeal shall be taken by filing with the council, within fourteen (14) days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The council shall set a time and place for a hearing on such appeal, and notice of such hearing shall be given in the manner as provided in [section 4.02.038](#) for notice of hearing on revocation. The decision and order of the council on such appeal shall be final and conclusive.

The decision and order of the Council on this date (February 12, 2018) shall be final. If you have questions, please contact my office, 972-617-7262, or email: [pwoodall@cityofovilla.org](mailto:pwoodall@cityofovilla.org).

Sincerely,

Pamela Woodall  
City Secretary  
972-617-7262  
[pwoodall@cityofovilla.org](mailto:pwoodall@cityofovilla.org)

CC: John R. Dean, Jr., City Manager  
Richard A. Dormier, Mayor

## AGENDA ITEM REPORT

### Item 2

Meeting Date: February 12, 2018

Discussion  Action

Submitted By: John R. Dean Jr., CM

Reviewed By:  City Manager  City Secretary  City Attorney

Accountant

Other:

Department: Administration/Utility Billing

Budgeted Expense:  YES  NO  N/A

Amount: N/A

#### Attachments:

1. Ordinance 2018-03

#### Agenda Item / Topic:

ITEM 2. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2018-03 of the City of Ovilla, amending Appendix "A" (Fee Schedule), Section A7.001 (Garbage Collection Fees) of the City of Ovilla Code of Ordinances, providing amended residential garbage collection fees; 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:

City Manager reviewed and found that the City's refuse company, Waste Connections, Inc., charges the City \$13.68 monthly per customer for solid waste service. The City charges its residents \$14.92 except Seniors. The Senior rate has been \$12.22 since at least 2013.

The City Attorney has advised that the City cannot charge a customer less than what the City is charged for a service, therefore, the fee schedule requires amendment.

#### Recommendation / Staff Comments:

Staff recommends adoption of the Ordinance amending the fee schedule.

#### Sample Motion(s):

I move to approve/deny Ordinance 2018-03 of the City of Ovilla, amending Appendix "A" (Fee Schedule), Section A7.001 (Garbage Collection Fees) of the City of Ovilla Code of Ordinances, providing amended residential garbage collection fees; 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, as presented.

ORDINANCE NO. 2018-03

AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, AMENDING APPENDIX "A" (FEE SCHEDULE), SECTION A7.001 (GARBAGE COLLECTION FEES), OF THE CITY OF OVILLA CODE OF ORDINANCES, PROVIDING AMENDED RESIDENTIAL GARBAGE COLLECTION FEES; 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 of Ovilla provides garbage collection services by and through a contractual agreement with a private garbage collection service; and

WHEREAS, the City has established garbage collection fees for each residential property that has a water meter; and

WHEREAS, the City has established fees for garbage collection services for residential property owners in the amount of \$14.92 per month and \$12.22 per month for property owners that are over the age of 65 years, as set forth in Appendix A, Section A7.001 of the Ovilla Code of Ordinances; and

WHEREAS, the contractual amount charged to the City for residential garbage collection services is \$13.68 per month; and

WHEREAS, the City Attorney has advised that the City cannot charge residential garbage collection fees in an amount less than what the City is being charged under its contract for residential garbage collection services; and

WHEREAS, the City Council finds and determines that Appendix A, Section A7.001 is more appropriately entitled "Solid Waste Collection Fees;" and

WHEREAS, the City finds and determines that it is necessary and in the best interests of the health, safety and welfare of the citizens of the City of Ovilla to amend the City's residential garbage collection fees as set forth herein.

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

**SECTION 1. AMENDMENT OF APPENDIX A, SECTION A7.001 OF THE OVLIA CODE OF ORDINANCES**

Appendix A, Section A7.001 of the Ovilla Code of Ordinances is hereby amended in part to read as follows:

**Sec. A7.001 Solid Waste Collection Fees**

- (a) Residential. Each
- (b) residential property having a water meter shall be assessed a fee of \$14.92 per month; provided, however, if one of the record property owners is over the age of 65 years, such residential property having a water meter shall be assessed a fee of \$13.68 per month.

\* \* \*

**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 to conform to the uniform numbering system of the Code.

**SECTION 5. EFFECTIVE DATE**

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

**SECTION 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 **12** day of FEBRUARY, 2018.

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Richard Dormier, Mayor

ATTEST:

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Pamela Woodall, City Secretary

APPROVED AS TO FORM:

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Ron G. MacFarlane, Jr., City Attorney

## AGENDA ITEM REPORT

### Item 3

Meeting Date: February 12, 2018

Discussion  Action

Submitted By: John R. Dean Jr., CM

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

Department: Administration/Code

Budgeted Expense:  YES  NO  N/A

Amount: \$ N/A

#### Attachments:

1. Excerpt from Code

#### Agenda Item / Topic:

**ITEM 3.** *DISCUSSION/ACTION* – Consideration of and action to amend the text of Article 6, Section 53.1 of the Ovilla Comprehensive Zoning Ordinance No. 2010.013, providing a definition of the term “Dwelling Guesthouse” and direct staff as necessary for review, action and recommendation from the Planning and Zoning Commission and to return to Council for consideration.

#### Discussion / Justification:

**Background/History:** Staff believes that adding a definition for the word “temporary” is a good idea and would better clarify or omit questions when used in the “guesthouse” definition. With confirmation from legal counsel staff recommends that when referring to “temporary” 90-days is reasonable. The issue of course is enforcement and how important such enforcement is to the City.

Ovilla’s attorney could also enact an ordinance pertaining to guesthouses that would require quarterly reporting if Council so desired. This is a change in the zoning ordinance and would require legal publication and recommendation from the Planning and Zoning Commission. Staff is asking for Council direction.

#### EXCERPTS FROM THE CODE:

##### Sec. 3.08.003 Definitions

Dwelling Unit. A building or portion of a building which is arranged, occupied or intended to be occupied as living quarters for one family and including facilities for food preparation and sleeping.

(Also, 30.9 which seems like it would allow a permanent occupation by the owners or his/her servants)

##### 30.9 ATTACHED GARAGE AND SERVANTS QUARTERS

A garage or servants quarters added as an integral part of the dwelling shall be subject to the regulations affecting the dwelling and shall not be considered an accessory building.

#### Section 53 - Definitions

##### 53.1 GENERAL DEFINITIONS

Dwelling, Guesthouse, A residential dwelling, which may include living, sleeping, bathing, and kitchen facilities but is secondary to the main dwelling structure and is used solely for habitation of guests on a temporary basis and with no compensation, either monetary or in-kind.

<b>Recommendation / Staff Comments:</b>
Staff recommends that Council directs to move forward.
<b>Sample Motion(s):</b>
I move to direct staff to proceed with the required procedures to amend text of Article 6, Section 53.1 of the Ovilla Comprehensive Zoning Ordinance No. 2010.013, providing a definition of the term "Dwelling Guesthouse" and direct staff as necessary for review, action and recommendation from the Planning and Zoning Commission and to return to Council for consideration.

Excerpt from the Ovilla Code Land Use Table

P	P	S	S	S			Caretaker, Guard or Servant Residence or Garage Apartment	S	S	P	b, p
P	P	S	S	S			Dwelling, Guesthouse				

**12.1 DESCRIPTION OF LAND USE TABLE CONDITIONS AND SPECIAL REGULATIONS**

The following describe conditions and special regulations for uses listed in the Permitted Use Table. Additional requirements may be added to these herein by the Planning and Zoning Commission or City Council, as deemed necessary, to protect the health, safety, and general welfare of the citizens of Ovilla. No construction or occupancy shall commence for any permitted use until the conditions herein stated or required by the Planning and Zoning Commission and City Council have been met.

**B.** A site plan, in accordance with [Section 26](#) Site Plan Requirements, will only be required in districts that require a Specific Use Permit.

**P.** Accessory Dwelling / Garage Apartments are limited to a maximum of 500 square feet.

## AGENDA ITEM REPORT

### Item 4

Meeting Date: February 12, 2018

Discussion  Action

Submitted By: John R. Dean Jr., CM

Reviewed By:  City Manager  City Secretary  City Attorney

Accountant

Other: Brad Piland, PW Director

#### Attachments:

1. County cost breakdown (email from Kyle Butler)
2. Excerpt from Code

#### Agenda Item / Topic:

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

#### Discussion / Justification:

**Background/History:** The cities current ordinance requires property owners to mow and maintain the rights-of-way along their properties. Before the ordinance was revised the Public Works Department mowed and maintained the rights-of-way. The City, along with Ellis County owns the equipment necessary to maintain the rights-of-way.

**Findings/Current Activity: Options/Recommendation:** Returning the mowing of the right of ways to the public works department will allow staff to better schedule this task. All the right of ways can be mowed in one day and this will also allow code enforcement to concentrate on other tasks.

**Financial Impact:** Public Works cost for ROW Maintenance

ROW requiring a tractor and brush hog:

1 employee @ \$18.18/hr - 10 hours monthly = \$181.80

1 employee @ 23.71/hr - 10 hours monthly = \$237.10

Fuel cost/monthly 22 gal @ \$3.00/gal = \$66.00

**TOTAL COST: \$484.90**

Maintenance cost: \$12/month/6 months = \$72.00

ROW requiring zero-turn mower:

2 employees @ \$18.18/hr - 10 hours monthly = \$363.60

Fuel cost/monthly 12 gal @ \$3.00/gal = \$36.00

**TOTAL COST: \$399.60**

Maintenance cost: \$8.00 month/6 months = \$48.00

#### Recommendation / Staff Comments:

N/A

#### Sample Motion(s):

I move to direct staff....

## Brad Piland

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**From:** Kyle Butler <kyle.butler@co.ellis.tx.us>  
**Sent:** Monday, January 22, 2018 3:18 PM  
**To:** Brad Piland; 'Annita Johnston'  
**Cc:** keith.johnson@co.ellis.tx.us  
**Subject:** Pricing for tree trimming for Ovilla

### Tree Trimming small tree branch and mulch

Mower Head Alamo \$75.00 Per Hr.

1 Operator \$25.00 Per Hr.

1 Flagger & Truck \$50.00 Per Hr.

**Total Per Hr.** = \$150.00 Per Hr.

This process is much faster not having to pick up limbs, operator will mulch after trimming , but **not suggested** if large tree limbs are expecting to be cut for the job.

### Tree Trimming cut pickup & haul off

Sickle Head Alamo \$100.00 Per Hr.

1 Operator \$25.00 Per Hr.

Skid Steer \$75.00 Per Hr.

1 Operator \$25.00 Per Hr.

2 Dump Trucks \$50.00 Each X 2 = \$100.00 Per Hr.

2 Drivers \$25.00 Each X 2 = \$50.00 Per Hr. (Drivers will help each other flag as they get loaded.)

**Total Per Hr.** = \$375.00 Per Hr.

May need extra help flagging that the city would normally provide on job site if in a heavy traffic area.

Much cleaner job/ process with sickle head trimmed and picked up, rather than mower head attachment and mulch process. You can also cut trees limbs back farther with sickle head cutter.

**Both jobs will be based on a 5hr day or less. Do to eqpt. warm up and travel time, to and from job site.**

Let me know if you have any questions. Also tree trimming for my interlocals will only be thru the month of March. After March we would have to try and work you in due to Road Maintenance starting for the season.

Thank you,

*Kyle Butler*

*Commissioner*

*ELLIS COUNTY ROAD & BRIDGE PCT. 4*

*1011 Eastgate Rd.*

*Midlothian, Tx. 76065*

*972-825-5305*



## **CHAPTER 10 - SUBDIVISION ORDINANCE**

### **Sec. 10.02.423 Responsibilities**

(a) The mandatory homeowners' association shall be responsible for the continuous and perpetual operation, maintenance and/or supervision of landscape systems, features or elements located in parkways, common areas, between screening walls or living screens and adjacent curbs or street pavement edges, adjacent to drainageways or drainage structures, or at subdivision entryways.

(b) Subdivision entryway treatments or features shall not be allowed unless a mandatory homeowners' association as required in this division is established and created. The association must execute an encroachment agreement with the city to erect and maintain an entryway sign or feature within the public right-of-way.

(c) The city shall be responsible for all median maintenance and all paving maintenance (except for private streets or roads).

(1989 Code, ch. 9, sec. 14.03)

### **Sec. 10.02.424 Dedications to association**

(a) All facilities, structures, improvements, systems, areas or grounds to be operated, maintained and/or supervised by a mandatory homeowners' association, other than those located in public easements or rights-of-way or public parks dedicated to the city, shall be dedicated by easement or deeded in fee simple ownership interest to such association.

(b) The final plat shall clearly identify all facilities, structures, improvements, systems, areas or grounds that are to be operated, maintained and/or supervised by the association and shall provide for dedication. This dedication form shall:

(1) Save the title to common area properties for the benefit of the homeowners' association; and

(2) Express a definite undertaking by the subdivider to convey the common properties to the homeowners' association.

## AGENDA ITEM REPORT

### Item 5

Meeting Date: February 12, 2018

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted By: John R. Dean Jr., CM

Increased Revenue: \$17,013

Reviewed By:  City Manager  City Secretary  City Attorney

Accountant

Other: Brad Piland, PW Director

#### Attachments:

1. Resolution R2018-07 and Amendment
2. Original Agreement with Rise (Skybeam)

#### Agenda Item / Topic:

ITEM 5. **DISCUSSION/ACTION** – Consideration of and action on Resolution R2018-07 approving a First Amendment to the Water Tower Lease Agreement with Rise Broadband, authorizing the Mayor to execute said Agreement.

#### Discussion / Justification:

**BACKGROUND/HISTORY:** Rise Broadband currently has a lease and equipment on our water tower. Upon staff review it was discovered that the company has had multiple name changes since the initial agreement. Staff requested an amendment be prepared to specifically identify the current name of the company.

The amendment does that and lists the equipment and desired changes.

The changes have been reviewed by the PW Director.

The amendment has been reviewed by the City Attorney.

These changes will amount to an increase in revenue by \$17,013 annually.

#### Recommendation / Staff Comments:

Staff recommends approval of the amendment.

#### Sample Motion(s):

I move to approve/deny Resolution R2018-07 approving a First Amendment to the Water Tower Lease Agreement with Rise Broadband, authorizing the Mayor to execute said Agreement.



## RESOLUTION 2018-07

### 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, THE FIRST AMENDMENT TO THE TOWER LEASE AGREEMENT BETWEEN RISE BROADBAND AND THE CITY OF OVILLA, TEXAS.

#### FIRST AMENDMENT TO THE WATER TOWER LEASE AGREEMENT

**THIS FIRST AMENDMENT** (the "Amendment") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "Amendment Effective Date"), between the City of Ovilla, Texas ("Lessor"), and Skybeam, LLC d/b/a Rise Broadband, on behalf of itself and its subsidiaries ("Lessee").

#### RECITALS

**WHEREAS**, Lessor and Lessee (or Lessee's predecessor in interest) are parties to that certain Water Tower Lease Agreement dated the 10th day of January, 2011, (the "Agreement"), whereby Lessor granted to Lessee (or Lessee's predecessor in interest) certain rights to use of the property located at the City of Ovilla Water Tower, located at 105 S. Cockrell Hill Road, Ovilla, Texas, as more specifically described in the Agreement and any attachments thereto (the "Property"); and

**WHEREAS**, Lessor and Lessee desire to amend the Agreement as provided herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth in this Amendment and in the Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **Exhibit B.** As of \_\_\_\_\_, 2018 (the "Amendment Commencement Date") Exhibit B of the Agreement is hereby deleted in its entirety and replaced with the attached Exhibit B-1.
2. **Miscellaneous.**
  - a. Except as expressly defined in this Amendment, each defined term used herein has the same meaning given to such term in the Agreement.
  - b. Except as otherwise expressly provided for in this Amendment, all other terms and conditions of the Agreement remain unchanged and in full force and effect.
  - c. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.
  - d. In the case of any inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall govern and control.

/ / /



**IN WITNESS WHEREOF**, Lessor and Lessee have duly executed this Amendment as of the latest dated signature below and acknowledge that they have read, understand, and agree to uphold the terms and provisions above.

**Lessee:**  
Skybeam, LLC d/b/a Rise Broadband

**Lessor:**  
City of Ovilla, Texas

By: \_\_\_\_\_  
Name: Nancy Hankins  
Title: VP, Network Deployment  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## WATER TOWER LEASE AGREEMENT

**THIS OPTION AND GROUND AND TOWER LEASE AGREEMENT** ("Lease") is entered into as of this 10 day of Jan, 2011, by and between the City of Ovilla, Texas, a municipal corporation ("LESSOR") and Aircanopy Internet Services, Inc., dba Skybeam ("LESSEE").

In consideration of the premises and of the mutual obligations and agreements in this Lease, the parties agree as follows:

### **1. THE PROPERTY**

A. LESSOR is the titleholder of that certain real property commonly known as the City of Ovilla Water Tower located at 105 S. Cockrell Hill Rd. Ovilla, Texas.

B. LESSEE hereby desires to lease a portion of LESSOR'S Property (the "Ground Premises") and a certain portion of the elevated water storage tank ("Tower") located on LESSOR'S Property, together with obtaining a right of access and a right to install utilities (the Ground Premises and the Tower are collectively known as the "Property") at such locations as mutually agreed to and as set forth in Exhibit "B". The Property and landscaping requirements, including any fencing, are to be determined by the LESSOR in advance of the placement of any LESSEE'S equipment. LESSEE may terminate this Lease without penalty if LESSEE does not agree to the LESSOR's landscaping requirements. In addition, LESSEE shall have the right to run cables and wires under, over and across LESSOR'S Property to connect LESSEE'S equipment on the Tower to its equipment in its facility located on the Property as approved by LESSOR. LESSEE may park its vehicles on LESSOR'S Property when LESSEE is constructing, removing, replacing, and/or servicing its communications facility at such locations approved by LESSOR.

C. LESSEE covenants and agrees that it has inspected the Tower and the Property and that it does not rely on any representation of LESSOR as to the condition of the Property or Tower or their suitability for the purposes and uses herein intended. LESSEE accepts the Property in its present condition and finds it suitable for the purposes herein intended. LESSOR hereby grants LESSEE the right to obtain a title report, soil tests, and other engineering procedures or environmental investigations on, under and over the Property necessary to determine that LESSEE'S use of the Property will be compatible with LESSEE'S engineering specifications, system, design, operations and Governmental Approvals (hereinafter defined). LESSEE may terminate this Lease before construction commences without penalty if, in its sole discretion, determines that the title report, soil tests and other engineering or environmental investigations are not satisfactory or that it will be too time consuming or expensive or if the Governmental approvals are denied.

D. LESSOR and LESSEE further agree that the Property (including an access right-of-way thereto but excluding the space on the Tower) may be surveyed by a licensed surveyor at the sole cost of LESSEE, and such survey shall then replace Exhibit "B" and become a part hereof and shall control to describe the Property in the event of any discrepancy between such survey and the description contained in Paragraph 1.B. above.

## 2. LEASE AND EASEMENT

LESSOR leases the Property to LESSEE and grants to LESSEE a non-exclusive easement (during the term of this Lease) to access the Property, in accordance with the terms hereof, seven [7] days a week, twenty-four [24] hours a day and to install, remove, replace, and maintain utility cables, conduits and pipes, at such locations as mutually agreed to and as depicted in Exhibit "B", from the Property to the appropriate source of electric and telephone facilities.

## 3. TERM AND RENT

A. This Lease shall be for an initial term of three (3) years beginning on the "Commencement Date" at an Annual Rent of Eighteen Thousand Dollars (\$18,000.00), which rent shall be paid annually, in advance, beginning on the Commencement Date and on each anniversary thereof (partial years prorated) to LESSOR or as LESSOR may otherwise direct from time to time in writing at least thirty (30) days before any rent payment date. The Commencement Date is February 1, 2011.

B. LESSEE shall pay LESSOR a late payment charge equal to five percent (5%) of the late payment for any payment not paid when due. In addition to the late payment charge, any amounts not paid when due shall bear interest until paid at the lesser of the rate of one and three-quarters percent (1 ¾%) per month or the highest rate permitted by law.

C. Provided LESSEE is not in default of the terms of this Lease, LESSEE is granted options to extend this Lease on these same terms and conditions for five (5) additional three (3) year extension period(s) after the original term expires. This Lease shall automatically be extended for the next extension period at the end of the then-current term subject to the termination requirements in Section 5.

D. The Annual Rent shall be increased on the first day of each anniversary (yearly) of the Commencement Date by an amount equal to five percent (5%) of the Rent in effect during the previous year. At the beginning of each additional three-year term, the Annual Rent shall be increased by an amount equal to eight percent (8%) of the Rent in effect during the previous year.

E. Should this Lease still be in effect at the conclusion of all the extension periods provided for herein, this Lease shall continue in effect upon the same terms and

conditions [other than Annual Rent which shall be an amount equal to the Annual Rent in effect for the prior one (1) year period, increased by eight percent (8%) above for a further period of one (1) year, and for like annual periods thereafter, until and unless terminated by either party by giving to the other at least six (6) months written notice of its intention to so terminate before the date this Lease expires.

#### **4. USE OF THE PROPERTY**

A. LESSEE may only use the Property for the operation of a Communications Facility, as described in and set forth in Exhibit "A" to this Lease, and for the purpose of any construction, removal, replacement, maintenance, security and operation of equipment and the antenna to provide internet service, the equipment described in Exhibit "A" constituting the "Communications Facility"). All construction and placement of the equipment on the Tower, LESSEE shall comply with the recommendations and comments of LESSOR's engineers.

B. LESSEE shall not use or permit the Property to be used for any purposes other than described above without the written consent of LESSOR, which consent will not be unreasonably withheld.

(1) This Lease authorizes the LESSEE, subject to Subsection 3 below, to install the antenna and equipment on the Tower shown on Exhibit "A". LESSEE may not add additional equipment or antennas from that shown on Exhibit "A" without the approval of LESSOR and satisfaction with all FCC and/or Federal Aviation Administration rules. For each additional antenna approved by LESSOR and installed by LESSEE beyond the size of the initial array described in Exhibit "A", LESSEE shall pay additional rent of \$500 per month which shall increase annually under the same terms provided in Section 3.D. and shall become part of the Rent.

(2) LESSEE may add equipment to the interior of the LESSEE'S building on the ground so long as the equipment is permitted under this Lease and provided that LESSEE's modifications comply with all applicable laws, regulations and rules. LESSEE shall not make any modification to the Ground Premises outside the building without LESSOR'S written consent.

(3) Any improvement of the Property to meet LESSEE'S needs shall be at LESSEE'S sole expense, and LESSEE shall maintain such improvements to the Property in a reasonable condition throughout the term.

(4) LESSEE shall not commence improvements to the Property or the Tower unless LESSOR has approved the plans and the contractor performing the work. All conduits and conductors shall be located inside the Tower and be located underground between the Tower and the equipment building or cabinet. The equipment building or cabinet shall be located a minimum of 20 feet from the drip line of the tank. Antenna arrays shall be equally spaced around the tower to achieve an architecturally pleasing facility, as determined by the LESSOR in consultation with the LESSEE;

provided, however, if such placement does not meet LESSEE's RF requirements, LESSEE may terminate this Agreement. This design may require that blank pods be located between energized pods. Blank pods may be utilized by other companies as to mask their arrays keeping the structure architecturally pleasing, as determined by LESSOR. In the event larger pods are required by a subsequent tenant, all masking pods shall be replaced by the tenant requiring larger pods. LESSOR must approve LESSOR's antenna array design prior to construction. If the LESSOR fails to approve the array design and site plan, this Lease shall terminate.

(5) LESSEE agrees that it will not hire or use any contractor to perform work on the Property or Tower unless the following requirements are met:

- (a) the LESSOR approves the contractor;
- (b) LESSEE pays for any overtime pay to LESSOR'S employees necessitated by the work;
- (c) LESSEE has given LESSOR at least 10 business days' prior written notice of the dates work is to be performed with a schedule of work days so that LESSEE'S contractors can be accompanied by personnel designated by LESSOR; and
- (d) LESSEE transmits a copy of the schedule by facsimile to the City's Public Works Director or his or her representative at (972) 515-3221; and
- (e) should LESSOR elect to have the invoice for the work sent to LESSOR, LESSEE reimburses the LESSOR for the cost of the work within 10 days of receipt of the invoice.

(6) Once the requirements of subsection (5) have been satisfied and LESSEE notifies LESSOR of the schedule of the work, LESSOR shall contact and arrange for a contractor of LESSOR's choice to be on site for the scheduled days to observe the performance of the work to ensure that the work conforms to the plans and specifications approved by LESSOR.

(7) LESSEE agrees to pay the LESSOR the fees for the contractor's services performed as described in subsection (6) hereof within 10 days of notice of the fees.

C. LESSOR acknowledges that LESSEE'S ability to use the Property for its intended purposes is contingent upon LESSEE'S obtaining and maintaining, both before and after the Commencement Date, all of the certificates, permits, licenses and other approvals (collectively, "Governmental Approvals") that may be required by any federal, state or local authority for the foregoing uses and improvements to the Property desired by LESSEE. LESSOR shall cooperate with LESSEE in LESSEE'S efforts to obtain such Governmental Approvals and shall take no action that would knowingly or intentionally adversely affect LESSEE'S obtaining or maintaining such Governmental

Approvals, so long as LESSEE is in compliance with applicable provisions of federal, state, and local laws and regulations.

D. Nothing in this Lease shall preclude LESSOR from leasing other space for communications equipment to any person or entity including a party which may be in competition with LESSEE. Lease of other space for communications equipment or radio transmission will be in accordance with Section 18 of this Lease.

E. The parties understand and agree that the primary function of the property is to serve as a water tower for the LESSOR and that the interests of LESSEE are superseded by the public health, safety, and welfare of the citizens of Ovilla served by the Water Tower. In the event that the City Council or the City Administrator declares a public emergency or if there exists a threat to the Water Tower facilities or potable water supply that would detrimentally impact public health, safety and welfare such that immediate action is necessary, LESSEE shall immediately remove its improvements from the Leased Premises. In the event LESSEE is not able to immediately respond, LESSOR may remove LESSEE'S improvements without incurring liability for damages of any type. Costs of removal and reattachment of improvements shall be borne by LESSEE.

## **5. TERMINATION**

A. Provided LESSEE is not in default hereunder, if any of the following occurs, LESSEE shall have the right to immediately terminate this Lease by giving written notice to LESSOR of such termination.

(1) LESSEE determines, in its sole discretion, that it will be unable to obtain all necessary Governmental Approvals for LESSEE intended use of and improvements to the Property desired by LESSEE or that it will be too time consuming or expensive to obtain such Governmental Approvals; or

(2) LESSEE'S application for any Governmental Approvals necessary for LESSEE'S use of the Property and improvements desired by LESSEE'S is denied; or

(3) Any Governmental Approvals necessary for LESSEE'S use of the Property and/or improvements to the Property, whether now or hereafter desired by LESSEE, are canceled, expired, lapsed or are otherwise, terminated or denied so that LESSEE, in its reasonable judgment, determines that it will no longer be able to use the Property for LESSEE'S intended use; or

(4) If LESSEE determines that the Property has become unsuitable for LESSEE'S operations due to changes in system or network design or in the types of equipment used in such operations or LESSEE'S operations at the Property become unprofitable; provided however, for a termination for such purpose to become effective, LESSEE shall tender two years rental payments with LESSEE'S notice to LESSOR to

terminate for this reason; or

(5) If LESSOR commits a breach of this Lease and fails to cure such breach within thirty (30) days after notice of the breach and requests to cure from LESSEE.

B. Provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to LESSOR by LESSEE, LESSEE shall have the right to terminate this Lease upon one (1) year prior written notice to LESSOR.

C. LESSOR shall have the right to terminate this Lease at any time after five (5) years from the execution of this Lease (the initial term) by giving one (1) year prior written notice to LESSEE. Notwithstanding anything contained herein to the contrary, LESSOR shall have the right to terminate this lease at anytime upon thirty (30) days prior written notice to LESSEE should LESSOR, in its sole discretion, determine that the tower upon which LESSEE'S equipment is to be installed should be removed or dismantled.

D. Notwithstanding anything herein to the contrary, any breach, default or failure by LESSEE to perform any of the duties or obligations assumed by LESSEE under this Lease, or to faithfully keep and perform any of the terms, conditions and provisions hereof, shall be cause for termination of this Lease by LESSOR in the manner set forth in this Paragraph. LESSOR shall deliver to LESSEE ten (10) days prior written notice of its intention to terminate this Lease, including in such notice a reasonable description of the breach, default or failure. If LESSEE shall fail or refuse to cure, adjust or correct the breach, default or failure within said ten (10) days written notice to LESSEE to terminate this Lease. Upon termination of this Lease, all rights, powers and privileges of LESSEE hereunder shall cease and terminate and LESSEE shall, within thirty (30) days, vacate the Property and remove all of its improvements, fixtures and equipment. In the event LESSEE does not vacate the Property within said period, LESSOR may, without being deemed guilty of trespass, and without any liability whatsoever on the part of LESSOR, enter upon and take full possession of the Property and remove any and all improvements, fixtures and equipment not belonging to LESSOR that may be found upon the Property without being liable for damages.

E. Any termination notice rendered by LESSEE or LESSOR pursuant to this Paragraph shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease.

## 6. ASSIGNMENT AND SUBLetting

A. LESSEE shall not assign this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise or mortgage or pledge the same, or sublet the Property, or any part thereof, without the prior written consent of LESSOR except as

follows: LESSEE will have the right to assign, sell or transfer its interest under this Lease to LESSEE'S parent company or any affiliate or subsidiary of, or partner in, LESSEE or its parent company or to any entity which acquires all or substantially all of the LESSEE'S assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. In such event, LESSEE shall provide at least 60 days' notice to LESSOR of such assignment, transfer or sale. Such assignment, sale or transfer will not become effective unless the assignee or purchaser agrees in writing approved by the LESSOR to accept and be bound by the conditions and obligations imposed upon LESSEE under this Lease. LESSEE may not otherwise assign this Lease without LESSOR'S consent.

B. No consent by LESSOR to any assignment or sublease by LESSEE shall relieve LESSEE of any obligation to be performed by LESSEE under this Lease, whether arising before or after the assignment or sublease. The consent by LESSOR to any assignment or sublease shall not relieve LESSEE from the obligation to obtain LESSOR'S express written consent to any other assignment or sublease and any assignment shall not become effective unless the assignee or Sublessee agrees in writing to be bound by the obligations imposed upon LESSEE by this Lease.

## 7. FIRE OR OTHER CASUALTY

A. LESSEE shall immediately notify LESSOR of any and all damages resulting from, arising out of, or caused to the property and LESSOR'S property surrounding the Property, including but not limited to structural damages, electrical damages, damages to fencing, irrigation systems or landscaping by LESSEE'S operations, by LESSEE, its officers, agents, employees and invitees. LESSEE shall be solely responsible for the costs and the repair of all such damages and such repairs and/or replacements shall be completed in a timely manner acceptable to LESSOR.

B. If the Tower, or access to it, is damaged or destroyed by a casualty, LESSOR shall deliver written notice to LESSEE within twenty (20) days after receipt of notice from LESSOR'S insurance company, which notice from LESSOR sets forth LESSOR'S election (a) not to repair, restore and/or reconstruct the Tower, or (b) to repair, restore and/or reconstruct the Tower. If, as a result of any such casualty, the Property becomes totally or partially unusable by LESSEE, rent shall abate during the period of repair in the same proportion to the total rent as the portion of the Property rendered unusable bears to the entire Property. If LESSOR elects to repair, then LESSOR shall promptly commence appropriate repairs (to be diligently prosecuted to completion entirely at LESSOR'S expense), and this Lease shall continue in full force and effect.

C. Notwithstanding anything contained herein to the contrary, LESSOR is under no duty or obligation to repair the Tower in a manner that would accommodate LESSEE'S equipment or antenna array. In the event that following repairs, the Tower is

no longer suitable for LESSEE'S intended use, LESSEE'S sole remedy shall be to terminate this Lease.

D. If LESSOR (a) undertakes the repair, restoration and/or reconstruction of the Tower or of any access thereto but fails to complete such repair, restoration, and/or reconstruction within forty-five (45) days after the casualty, or (b) notifies LESSEE of LESSOR'S intention not to repair, restore and/or reconstruct the Tower, or fails to deliver to LESSEE the written notice required under Paragraph 7.B. within twenty (20) days, then LESSEE may immediately cancel this Lease by giving written notice of its election to cancel to LESSOR.

## 8. INDEMNIFICATION AND INSURANCE

A. LESSEE SHALL, AT ITS SOLE COST AND EXPENSE, INDEMNIFY AND HOLD HARMLESS LESSOR AND ALL ITS OFFICERS, BOARDS, COMMISSIONS, EMPLOYEES, AND AGENTS (HEREINAFTER REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST:

(1) ANY AND ALL LIABILITY, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND CONSULTANTS), WHICH MAY BE IMPOSED UPON, INCURRED BY OR BE ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY ACT OR OMISSION OF LESSEE, ITS PERSONNEL, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS, RESULTING IN PERSONAL INJURY, BODILY INJURY, SICKNESS, DISEASE OR DEATH TO ANY PERSON OR DAMAGE TO, LOSS OF OR DESTRUCTION OF TANGIBLE OR INTANGIBLE PROPERTY, LIBEL, SLANDER, INVASION OF PRIVACY AND UNAUTHORIZED USE OF ANY TRADEMARK, TRADE NAME, COPYRIGHT, PATENT, SERVICE MARK OR ANY OTHER RIGHT OF ANY PERSON, FIRM OR CORPORATION, WHICH MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH LESSEE'S CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, USE OR CONDITION OF THE PROPERTY OR LESSEE'S FACILITIES OR THE LESSEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION.

(2) ANY AND ALL LIABILITIES, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), WHICH ARE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY CLAIM OR LIEN ARISING OUT OF WORK, LABOR, MATERIALS OR SUPPLIES PROVIDED OR SUPPLIED TO LESSEE, ITS CONTRACTORS OR SUBCONTRACTORS, FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE OR USE OF THE PROPERTY OR LESSEE'S ANTENNA FACILITIES, AND, UPON THE WRITTEN REQUEST OF LESSOR, LESSEE SHALL

CAUSE SUCH CLAIM OR LIEN COVERING LESSOR'S PROPERTY TO BE DISCHARGED OR BONDED WITHIN 30 DAYS FOLLOWING SUCH REQUEST.

B. IT IS THE INTENT OF THE PARTIES BY AGREEMENT TO THIS SECTION 8 THAT IF A CLAIM IS MADE IN ANY FORUM AGAINST INDEMNITEES FOR ANY OF THE REASONS REFERRED TO IN SECTION 8, AND UPON RESOLUTION OF THE CLAIM:

(1) THERE IS NO FINDING BY A COURT OF COMPETENT JURISDICTION THAT INDEMNITEES WERE NEGLIGENT IN CONNECTION WITH ANY OF THE REASONS REFERRED TO IN SECTION 8, LESSEE SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL ATTORNEY'S FEES, COSTS, AND PENALTIES INCURRED; OR

(2) THERE IS A FINDING BY A COURT OF COMPETENT JURISDICTION THAT LESSEE WAS NEGLIGENT TO A GREATER DEGREE THAN INDEMNITEES IN CONNECTION WITH ANY OF THE REASONS REFERRED TO IN SECTION 8, LESSEE SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL ATTORNEYS' FEES, COSTS, AND PENALTIES.

C. In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, LESSEE shall, upon notice from any of the Indemnitees, at LESSEE'S sole cost and expense, resist and defend the same; provided however, that LESSEE shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of LESSOR and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of LESSEE.

D. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

E. LESSOR shall give LESSEE prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Lease. Nothing herein shall be deemed to prevent LESSOR from cooperating with LESSEE and participating in the defense of any litigation by LESSOR'S own counsel.

F. LESSEE shall pay all expenses incurred by LESSOR in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the LESSOR'S attorney, and the actual expenses of LESSOR'S agents, employees or expert witnesses, and disbursements and liabilities assumed by

LESSOR in connection with such suits, actions or proceedings but shall not include attorneys fees for services that are unnecessarily duplicative of services provided LESSOR by LESSEE.

G. The indemnifications in this section shall survive the termination of this Lease.

H. Without limiting any of the other obligations or liabilities of the LESSEE, during the term of the Lease, the LESSEE shall purchase and maintain the following minimum insurance coverage with companies duly approved to do business in the State of Texas. LESSOR has the right to adjust these minimum insurance coverages during any renewal of this Lease by notifying LESSEE in writing. The adjusted coverage requirements shall become effective sixty (60) days after notification by LESSOR. Coverage shall be of the following types and not less than the specified amounts:

(1) Worker's compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the LESSOR; employer's liability insurance of not less than the minimum statutory amounts.

(2) Commercial general liability insurance, including premises operations; independent LESSEE'S liability, completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of this Lease, fully insuring LESSEE'S (or Sublessee's) liability for injury to or death of LESSOR'S employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, broad form property damage, with minimum limits as set forth below:

General Aggregate	\$5,000,000
Bodily Injury	\$2,000,000 each occurrence
Property Damage	\$2,000,000 each occurrence
Products-Components/Operations Aggregate	\$1,000,000
Personal & Advertising Injury (With Employment Exclusion Deleted)	\$1,000,000 each occurrence
Contractual Liability	
Bodily Injury	\$2,000,000 each occurrence
Property Damage	\$2,000,000 each occurrence

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and ECU (explosion, collapse and underground) hazards. The completed operations must be maintained for a minimum of one year after final completion of this Lease, with evidence of same filed with LESSOR.

The coverage amounts set forth above may be met by a combination of

underlying and umbrella policies so long as in combination the limits equal or exceed those stated, so long as the policy coverages provide for a minimum of \$2,000,000 as primary coverage for each occurrence of bodily injury and property damage.

(3) Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence; or separate limits of \$500,000 for bodily injury (per person) and \$500,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

(4) Property Insurance (Builder's All Risk).

(a) LESSEE shall purchase and maintain, at all times during the term of this Lease, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial contract price of the work, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire cost of the improvements at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the LESSOR has an insurable interest in the property required by this paragraph to be covered, whichever is later. This insurance shall include interests of the LESSOR, the LESSEE, and Sublessees in the Project.

(b) Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for LESSEE'S services and expenses required as a result of such insured loss.

(c) If the insurance required by this paragraph requires deductibles, the LESSEE shall pay costs not covered because of such deductibles.

(d) This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

(5) Policy Endorsements: Each insurance policy to be furnished by LESSEE shall include the following conditions by endorsement to the policy:

(a) Name the LESSOR as an additional insured as to all applicable policies.

(b) Each policy shall require that 30 days prior to cancellation,

non-renewal or any material change in coverage, a notice thereof shall be given to LESSOR by certified mail. If the policy is cancelled for nonpayment of premium, only 10 days written notice to LESSOR is required.

(c) The term "LESSOR" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the LESSOR and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the LESSOR.

(d) The policy phrase "other insurance" shall not apply to the LESSOR where the LESSOR is an additional insured on the policy.

(6) Special Conditions

(a) Insurance furnished by the LESSEE shall be in accordance with the following requirements:

(i) Any Policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by LESSEE.

(ii) All policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas.

(iii) All liability policies required herein shall be written with an "occurrence" basis coverage trigger.

(b) LESSEE agrees to the following:

(i) All insurance policies must provide that the issuing company waives all rights to recovery by way of subrogation against LESSOR, its officers, employees and agents, in connection with damages or losses covered by the policies or coverages described in this Lease

(ii) Companies issuing the insurance policies and LESSEE shall have no recourse against the LESSOR for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the LESSEE.

(iii) Approval, disapproval or failure to act by the LESSOR regarding any insurance supplied by the LESSEE (or any Sublessees or contractors) shall not relieve the LESSEE of full responsibility or liability for damages and accidents as set forth in this Lease. Neither shall bankruptcy, insolvency or denial of liability by the insurance company exonerate the LESSEE from liability.

(iv) Any of such insurance policies required under this

paragraph may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby;

(v) Prior to commencement of operations pursuant to this Lease, the LESSEE shall furnish the LESSOR with satisfactory proof that LESSEE has provided adequate insurance coverage in amounts and by approved carriers as required by this Lease.

(vi) LESSEE shall provide notice of any actual or potential claim or litigation that would affect required insurance coverage to the LESSOR in a timely manner.

(vii) LESSEE agrees to either require its Sublessees to maintain the same insurance coverage and limits as specified for the LESSEE. Likewise, LESSOR shall provide notice of any actual or potential claim or litigation that would affect required insurance coverage to the LESSEE in a timely manner, and;

(viii) Prior to the effective date of cancellation, LESSEE shall deliver to the LESSOR a replacement certificate of insurance or proof of reinstatement.

## **9. UTILITIES**

A. Option 1. Electric power is provided by LESSEE. LESSEE shall be responsible directly to the serving entities for all utilities required by LESSEE'S use of the Property; however, LESSOR agrees to cooperate with LESSEE in its efforts to obtain utilities from any location provided by the LESSOR or the servicing utility.

Option 2. Electric power is provided by LESSOR. The electric power shall be included in the rent and the LESSEE understands that the LESSOR shall not be responsible for outages caused by the serving utility and there will be no adjustment to the rent for outages.

B. In Option 1 should a power outage occur so that LESSEE is unable to operate using power from the electric utility, LESSEE may operate with an electric generator, but only until electric utility power is restored to the site.

## **10. RIGHTS TO EQUIPMENT; CONDITION ON SURRENDER**

LESSEE'S antennas and equipment shall remain personal to and the property of LESSEE. At the termination or expiration of this Lease, if notice is received from LESSOR, LESSEE shall remove its antennas and/or equipment. LESSEE shall repair any damage caused by such removal, and shall otherwise surrender the Property at the expiration of the term, as same may have been extended, or earlier termination thereof, in good condition, ordinary wear and tear, damage by fire and other casualty excepted. With respect to any of LESSEE'S equipment or other property that has not been removed from the Property within thirty (30) days from the time of Lease termination

shall be deemed abandoned by LESSEE and LESSOR shall be free to dispose of the same in any manner LESSOR chooses and without any liability to LESSEE therefor. LESSOR does not waive its statutory landlord's lien by inclusion of this paragraph.

## **11. LESSEE DEFAULTS**

A. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder by LESSEE:

(1) The failure by LESSEE to make any payment of rent or any other payment required to be made by LESSEE hereunder, as and when due, where such failure shall continue for a period of twenty (20) days after written notice thereof is received by LESSEE from LESSOR.

(2) The failure by LESSEE to observe or perform any of the covenants or provisions of this Lease to be observed or performed by LESSEE, other than specified in Paragraph 11. A. (1), where such failure shall continue for a period of twenty (20) days after written notice thereof is received by LESSEE from LESSOR; provided however, that it shall not be deemed an Event of Default by LESSEE if LESSEE shall commence to cure such failure within said ten (10) days period and thereafter diligently prosecutes such cure to completion.

B. If there occurs an Event of Default by LESSEE, in addition to any other remedies available to LESSOR at law or in equity, LESSOR shall have the option to terminate this Lease and all rights of LESSEE hereunder.

## **12. NOTICES**

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, postage prepaid, addressed as shown below (or to any other address that the party to be notified may have designated to the sender by like notice):

**LESSEE:** Aircanopy Internet Services, LLC dba Skybeam  
1200 Gambrel Drive, Suite 100  
Arlington, Texas 76014  
**Attn:** Cleveland Harris – Infrastructure Manager

**LESSOR:** City of Ovilla, Texas  
105 S. Cockrell Hill Road  
Ovilla, Texas 75154  
**Attn:** City Administrator

### **13. SALE OR TRANSFER BY LESSOR**

Should LESSOR, at any time during the term of this Lease, sell, lease, transfer or otherwise convey all or any part of LESSOR'S Property to any transferee other than LESSEE, then such transfer shall be under and subject to this Lease and all of LESSEE'S rights hereunder.

### **14. HAZARDOUS SUBSTANCES**

A. LESSOR warrants that to its knowledge, as of the Commencement Date, there are no hazardous materials, as that term is defined in Environmental Regulations, on the Property. Upon request, LESSOR shall make available to LESSEE copies of all environmental assessments regarding the Property.

B. LESSEE represents, warrants, and covenants to LESSOR that LESSEE shall at no time during the term of this Lease use or permit the Property to be used in violation of any Environmental Regulations. LESSEE will not exercise any control over environmental conditions or any activities, under this Lease, at or near the Property that involve the generation, storage, treatment, or disposal of any hazardous substance, material, chemical or waste.

C. LESSEE agrees to defend, indemnify and hold LESSOR harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that LESSOR may suffer due to the existence or discovery of any Hazardous Substance on the LESSOR'S Property or the migration of any Hazardous Substance to other properties or released into the environment arising from LESSEE'S activities on the Property during the term of this Lease.

LESSEE and LESSOR also agree that LESSEE'S use of the Property will not involve the subsurface, except for the placement of a foundation for LESSEE'S equipment and the necessary utility connections from the foundation to the Tower

D. For the purposes of this Section, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any Governmental Authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 et seq.); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vi) Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (vii) the Federal Insecticide, Fungicide and

Rodenticide Act as amended (7 U.S.C § 135 et seq.); (viii) the Safe Drinking Water Act (42 U.S.C. § 300 (f) et seq.); (ix) Occupational Health and Safety Act (29 U.S.C. § 651 et seq.); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C § 4901 et seq.); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C §§ 11001-11050); and (xiv) the National Environmental Policy Act (42 U.S.C §§ 4321-4347).

E. NOTWITHSTANDING THE PROVISIONS OF SECTION 14, IT IS THE INTENT OF THE PARTIES THAT IF A CLAIM IS MADE IN ANY FORUM AGAINST INDEMNITEES CONCERNING THE GENERATION, RELEASE, DISPOSAL, STORAGE, OR TRANSPORTATION OF A HAZARDOUS SUBSTANCE OR MATERIAL, AS THOSE TERMS ARE DEFINED IN "ENVIRONMENTAL REGULATIONS", ON THE PROPERTY BY LESSEE, ITS AGENTS, EMPLOYEES, OR CONTRACTORS, AND UPON RESOLUTION OF THE CLAIM:

(1) THERE IS NO FINDING BY A COURT OF COMPETENT JURISDICTION THAT INDEMNITEES WERE NEGLIGENT IN CONNECTION WITH THE GENERATION, RELEASE, DISPOSAL, STORAGE OR TRANSPORTATION OF THE HAZARDOUS SUBSTANCE, LESSEE SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL ATTORNEYS' FEES, COSTS, AND PENALTIES INCURRED OR

(2) THERE IS A FINDING BY A COURT OF COMPETENT JURISDICTION THAT LESSEE WAS NEGLIGENT TO A GREATER DEGREE THAN INDEMNITEES IN CONNECTION WITH THE GENERATION, RELEASE, DISPOSAL, STORAGE, OR TRANSPORTATION OF THE HAZARDOUS SUBSTANCE, LESSEE SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL ATTORNEYS' FEES, COSTS, AND PENALTIES INCURRED.

F. This Section shall survive the expiration or termination of this Lease.

## 15. CONDEMNATION

A. In the event the whole of LESSOR'S Property, including without limitation the Property and Tower, shall be taken or condemned, either temporarily or permanently, for public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, then this Lease shall forthwith automatically cease and terminate.

B. LESSOR shall receive the entire condemnation award for land, Tower and such other improvements as are paid for by LESSOR, and LESSEE hereby expressly assigns to LESSOR any and all right, title and interest of LESSEE now or hereafter arising in and to any such award.

## **16. LIENS**

LESSEE shall keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for LESSEE. LESSEE shall, within twenty (20) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which LESSOR permits LESSEE to perform on the Property shall be deemed to be for the use and benefit of LESSOR so that no mechanics or other lien shall be allowed against the estate of LESSOR by reason of its consent to such work. LESSOR shall have the right to post notices that it is not responsible for payment for any such work.

## **17. TAXES**

LESSEE shall be liable for and shall pay to the applicable taxing authority if billed directly to LESSEE, or to LESSOR if billed to LESSOR, upon thirty (30) days prior, written notice from LESSOR, any and all taxes and assessments levied against any personal property or trade or other fixtures placed by LESSEE in or about the Property.

LESSEE shall pay as additional rent any increases in real property taxes levied against LESSOR'S Property, including the Tower, as a result of improvements constructed by LESSEE on the Property. LESSEE will not be responsible for any increases in real property taxes, which are a result of reassessment of LESSOR'S Property due to any sale or transfer of ownership thereof.

## **18. QUIET ENJOYMENT AND NON-INTERFERENCE**

A. LESSOR warrants and agrees that LESSEE, upon paying the rent and performing the covenants herein provided, shall peaceably and quietly have and enjoy the Property.

B. LESSEE covenants and agrees that LESSEE'S equipment, its installation, operation and maintenance will:

(1) Not interfere with the operation of existing radio equipment at the Tower, whether operated by LESSOR or other operators prior to installation of LESSEE'S antennas and/or transmission lines on the Tower. LESSEE shall coordinate with LESSOR and all other operators of existing radio equipment at the Tower to insure that LESSEE'S frequencies and antenna locations will be compatible with said existing radio equipment. In the event there is harmful interference to said electronic equipment, LESSEE will promptly take all steps to eliminate said harmful interference within ten (10) days after notice from LESSOR or such other operator to LESSEE advising of the interference. If said interference cannot be eliminated within thirty (30) days of notice thereof, LESSEE agrees to suspend operations (transmissions) at the site while the interference problems are studied and a means found to mitigate them. If said interference cannot be eliminated, then LESSEE shall remove its building and

equipment from LESSOR'S Property and this Lease shall thereupon be terminated. In addition, in the event LESSOR desires to install its own additional radio equipment at the water tower site in the future, LESSEE agrees to work with LESSOR to eliminate any interference with said radio equipment. However, LESSEE shall not be required to eliminate interference on equipment installed after LESSEE equipment is installed.

(2) During the term of this Lease or any extension thereof, LESSOR shall not permit other tenants, to place or operate any equipment, which would interfere with LESSEE'S equipment or operations on the LESSOR'S Property or Property. LESSOR shall cause that all subsequent tenants on the Tower to first coordinate with LESSEE to ensure that their frequencies and antenna locations will be compatible with LESSEE'S and to agree to a clause similar to this Section 18.B.(1) herein, promising to immediately eliminate harmful interference if said tenant's radio equipment should interfere with that of LESSEE herein.

C. LESSEE, as well as LESSEE'S property, shall comply with all applicable rules and regulations of the Federal Communications Commission, state laws and Federal laws, City Ordinances and electrical codes of City of Ovilla and of the State of Texas. Under this Lease, the LESSOR assumes no responsibility for the licensing, operations and/or maintenance of LESSEE'S equipment, antennas, transmission lines or attachments.

## **19. RF EMISSIONS**

LESSEE shall, at its sole cost and expense, prepare and deliver to LESSOR, or cause to be prepared and delivered to LESSOR, an evaluation of the radio frequency emissions from the Tower site as required by the Federal Communications Commission, taking into consideration the addition of the LESSEE'S radio communications equipment. In the event the LESSEE determines that such radio communications equipment would cause the Tower site not to comply with the radio frequency exposure limits promulgated under 47 C.F.R. §1.1307, et seq. (1997, as amended from time to time), LESSOR at its sole discretion may modify or cause modifications of equipment or conditions on the Tower site in order to permit location of LESSEE'S radio communications equipment at Tower in compliance with the RF Emissions Regulations. If LESSOR elects not to effect such modifications, it shall so notify LESSEE, and LESSEE shall thereafter have the right to terminate the Lease by notice to LESSOR. LESSOR grants LESSEE the right to place electromagnetic energy warning signs proximate to its Communication Facility and radio communications equipment so long as such warning signs are in compliance with applicable law.

## **20. COORDINATION OF OPERATION**

A. LESSOR agrees (i) to use its diligent efforts to minimize inconvenience to LESSEE by using its diligent efforts not to cause or permit any interruption or interfere with the operations of LESSEE'S antennas or equipment, and (ii) to give LESSEE notice of any repairs, alterations, additions or improvements to be made with respect to

the maintenance and operation of the Tower and the Property or of any planned shut downs associated with the Tower for scheduled or routine maintenance that might adversely affect the operation of LESSEE'S wireless communications facility, antennas or equipment at least 10 business days written notice before the repair, alteration, addition, improvement or shut down of the Tower.

B. Access to the interior of Tower or to the top of the Tower shall be accomplished only with the presence of the City's Public Works Director or his or her representative. Only qualified and adequately insured employees, agents, contractors or persons under LESSEE'S direct supervision will be permitted to climb the Tower and to install, maintain, or remove LESSEE'S antennas and/or equipment from the Tower. LESSOR retains the right to permit its own employees and agents and employees and agents of the subsequent users of the Tower to climb the Tower for the purpose of repair and maintenance or for any other purposes that do not interfere with LESSEE'S use of the Tower, and so long as LESSEE complies with the provisions of Section 18 of this Lease.

C. LESSEE agrees to give LESSOR 10 business days' notice of any repairs, alterations, additions or improvements to be made with respect to the maintenance and operation of the Communications Facility and 48 hours notice before LESSEE'S representative plans to enter the Tower for maintenance or operations; provided that in the event of emergency, LESSEE shall contact the LESSOR by telephone, at (972) 775-3333 of its need to access the Tower and LESSOR'S representative shall be dispatched promptly. For purposes of this Lease, "emergency" shall be deemed to exist if circumstances exist that require immediate construction or operations to restore service or prevent the loss of phone services. In the event of an emergency, LESSEE agrees to pay LESSOR \$30 per hour for the services of a City employee to accompany LESSEE to the interior of the Tower. There shall be a minimum charge for two hours, plus such additional time as may be needed.

D. LESSOR shall not permit any person, including without limitation any contractor, employee, agent, tenant, or invitee, to work within a ten (10) foot radius of LESSEE'S antennas unless LESSEE is notified, except in the case of an emergency, prior to such activity. LESSOR agrees to give LESSEE reasonable advance written notice (except in the case of emergency where advance written notice cannot be reasonably given, in which event, LESSOR shall give LESSEE telephonic notice (at (972-617-7262) of repairs, alterations, additions, or improvements to be made with respect to the maintenance and operation of the Tower and the Property within such radius of the antennas.

E. LESSEE agrees that LESSOR may perform reasonable routine maintenance, painting, etc. of the Tower without compensation or liability to LESSEE, even though such maintenance and painting may cause interference with LESSEE'S operations. LESSOR shall notify LESSEE at least sixty (60) days prior to any scheduled maintenance or painting on the Tower that will be likely to interfere with the operation of LESSEE'S equipment and allow LESSEE to construct and operate

temporary facilities on LESSOR'S Property. LESSOR shall not be required to notify LESSEE prior to performing any emergency maintenance on the Tower.

F. To the extent that any shut down, repair, alteration, addition or improvement of the Tower might adversely affect the operation of LESSEE'S Communications Facility for a period in excess of fourteen (14) days, the rent shall be abated for the relevant time period during which LESSEE'S operations are adversely affected.

## **21. LIGHTING OF ANTENNAS**

LESSOR hereby agrees that, if because of LESSEE'S operations on the Property any laws or regulations of the Federal Aviation Administration, Federal Communications Commission or any other relevant governmental agency or body require or recommend that LESSEE'S antennas and/or the Tower be lit and/or marked, LESSEE may install and maintain such lighting and markings. In no event, however, shall LESSEE be responsible for the installation or maintenance of any lighting or markings required by the operations of LESSOR or any other tenant in the Tower. LESSOR will permit LESSEE access to all portions of the Tower that LESSEE may need in order to check and replace such required or recommended lighting or marking.

## **22. BROKERS**

LESSOR and LESSEE represent to each other that they have not negotiated with any real estate broker in connection with this Lease.

## **23. ESTOPPEL CERTIFICATES**

A. LESSOR, at the request of LESSEE, shall provide LESSEE with a certificate stating: (1) whether LESSOR has any claim against LESSEE and if so, stating the nature of such claim; (2) that LESSOR recognizes LESSEE'S right to LESSEE'S antennas, equipment and other property; (3) that LESSEE has the right to remove LESSEE'S equipment and other property from the Property except to the extent described in the Lease and as otherwise permitted by law. LESSEE shall reimburse LESSOR for any attorney's or other professional fees incurred in the review of an estoppel certificate.

B. LESSEE, at the request of LESSOR, shall provide LESSOR with a certificate stating: (1) that this Lease is unmodified and in full force and effect (or, if there has been any modification, that the same is in full force and effect as modified and stating the modification); (2) whether or not, to LESSEE'S knowledge, there are then existing any set-offs, or defenses against the enforcement of any of the agreements, terms, covenants or conditions hereof upon the part of LESSEE to be performed or complied with (and, if so specifying the same); and (3) the dates, if any, to which the rent has been paid in advance.

## **24. MISCELLANEOUS PROVISIONS**

A. This Lease is not a franchise. This Lease does not prevent the LESSOR from seeking to implement a franchise on LESSEE, but LESSEE does not acknowledge that the LESSOR has a right to franchise LESSEE or waive any right it might have to contest a franchise.

B. LESSOR warrants and agrees that LESSOR is seized of good and sufficient title to and interest in the Property and has full authority to enter into and execute this Lease and that there are no undisclosed liens, judgments or impediments of title on LESSOR'S Property that would affect this Lease.

C. This Lease, including attached exhibits which are hereby incorporated by reference, incorporates all agreements and understandings between LESSOR and LESSEE, and no verbal agreements or understandings shall be binding upon either LESSOR or LESSEE, and any addition, variation, or modification to this Lease shall be ineffective unless made in writing and signed by the parties.

D. LESSOR agrees that LESSOR'S Property (including, without limitation, the Tower) and all improvements comply, and during the term of this Lease, shall continue to comply with all building, life/safety, disability and other laws, codes and regulations of any applicable governmental or quasi-governmental authority. All such compliance shall be accomplished at LESSOR'S sole cost and expense. Except for improvements made by LESSEE, LESSOR, at its sole cost, shall maintain in good condition and repair, the Tower and other improvements upon which the Property is located. LESSEE agrees that LESSEE'S property and all equipment and improvements erected hereunder shall comply, and during the term of this Lease, shall continue to comply with all building, life/safety, disability and other laws, codes and regulations of any applicable governmental or quasi-governmental authority. All such compliance shall be accomplished at LESSEE'S sole cost and expense. LESSEE, at its sole cost and expense, shall maintain the appearance of all such equipment and improvements in a manner or condition not materially different from that at the time of installation.

E. This Lease and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of Texas. Any litigation concerning this Lease shall be conducted in Ellis County, Texas and the parties hereby agree to the venue and personal jurisdiction of these courts.

F. This Lease, and each and every covenant and condition herein, is intended to benefit the Property and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties.

G. The parties agree that all of the provisions hereof shall be construed as both covenants and conditions the same as if the words importing such covenants and conditions had been used in each separate paragraph.

H. The parties acknowledge that each has had an opportunity to review and negotiate this Lease and have executed this Lease only after such review and negotiation. The language of each part of this Lease shall be construed simply and according to its fair meaning, and this Lease shall not be construed more strictly in favor or against either party.

I. If any portion of this Lease is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such condition enforceable and, as so modified, such portion and the balance of this Lease shall continue in full force and effect.

J. In addition to the other remedies provided for in this Lease, LESSOR and LESSEE shall be entitled to immediate restraint by injunction of any violation of any of the covenants, conditions, or provisions of this Lease.

K. The captions of the paragraphs of this Lease are for convenience of reference only and shall not affect the interpretation of this Lease.

L. In the event LESSEE has requested modifications to LESSOR'S form lease, this Lease shall not become effective unless LESSEE has reimbursed LESSOR for all professional fees related to review and approval of the modifications.

**END OF ARTICLES**

**[SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, LESSOR and LESSEE have duly executed this Lease as of the day and year first above written.

ATTEST:

Paul Verrell Higgins  
City Secretary

LESSOR  
CITY OF OVILLA, TEXAS

By: Bill Ransyckle

Its: Mayor

Date: 1-24-11

LESSEE

Cleveland Harris

By: Cleveland Harris

Its: Infrastructure Manager - Texas

Date: 1-24-11

Approved as to form:

\_\_\_\_\_  
City Attorney

ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF Ellis

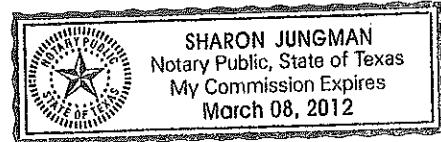
§  
§  
§

BEFORE ME, the undersigned authority, on this day personally appeared Bill Vansyckle, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Bill Vansyckle, and that he/she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

(OFFICIAL NOTARY SIGNATURE)

NOTARY PUBLIC-STATE OF Sharon Jungman  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

MY COMMISSION EXPIRES 3/8/2012



#### ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF Ellis

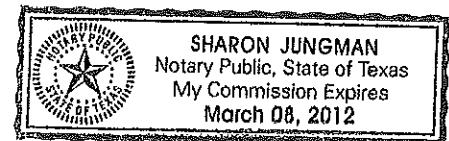
§  
§  
§

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of January 2010, by Cleveland Harris, of the City of Ovilla on behalf of the City. He/she is personally known to me.

(OFFICIAL NOTARY SIGNATURE)

NOTARY PUBLIC-STATE OF Sharon Jungman  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

MY COMMISSION EXPIRES 3/8/2012



## AGENDA ITEM REPORT

### Item 6

Meeting Date: February 12, 2018

Discussion  Action

Submitted By: John R. Dean Jr., CM

Reviewed By:  City Manager  City Secretary  City Attorney

Accountant

Other: All departments

Department: Administration

Budgeted Expense:  YES  NO  N/A

Amount: \$51,375.00 First Year

#### Attachments:

1. Resolution R2018-08
2. Proposal/Agreement

#### Agenda Item / Topic:

ITEM 6. *DISCUSSION/ACTION* – Consideration of and action on Resolution R2018-08 for the selection of and approval of an Agreement by and between the City of Ovilla and Fund Accounting Solutions Technologies, Inc. (FAST) to provide the City's Enterprise Resource Planning Software, authorizing the Mayor to execute said Agreement.

#### Discussion / Justification:

**BACKGROUND/HISTORY:** Staff solicited proposals for an integrated software system to consolidate the City financial and other operations into a single system.

We currently use AVR for Utility billing, QuickBooks for accounting and payroll, and INCODE for Municipal Court. This system gives us the ability to merge these and several of our other systems into one platform.

I have no experience with the system, but they gave a day long in-depth presentation to staff in the fall and everyone liked the system. I have contacted a manager I have known for several years where the system is used and they like the system.

NetGenius and FAST staff have discussed the system and our capability to run it and discussed the security of the system. NetGenius had no issues or concerns with moving to this system.

This is one of my Council assigned goals.

Currently annual maintenance costs for AVR, QuickBooks, and INCODE are approximately: \$9,423.00.

FAST would have an annual maintenance cost of \$24,625.00. This would require a budget amendment at mid-year.

#### Recommendation / Staff Comments:

Staff recommends the City Council approve Fund Accounting Solution Technologies, Inc to provide Enterprise Resource Planning Software to the City of Ovilla.

#### Sample Motion(s):

I move to approve/deny Resolution R2018-08, for the selection of and approval of an Agreement by and between the City of Ovilla and Fund Accounting Solutions Technologies, Inc. (FAST) to provide the City's Enterprise Resource Planning Software, authorizing the Mayor to execute said Agreement documents.

## RESOLUTION R2018-08

A RESOLUTION OF THE CITY OF OVILLA, TEXAS, APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF OVILLA. AND FUND ACCOUNTING SOLUTIONS TECHNOLOGIES, INC. (FAST) TO PROVIDE THE CITY'S ENTERPRISE RESOURCE PLANNING SOFTWARE.

*WHEREAS*, the City of Ovilla, Texas is a Type A General Law city; and

*WHEREAS*, the on December 14, 2017, the City of Ovilla solicited online and in the local newspaper for qualified companies to submit proposals for and integrated replacement software; and

*WHEREAS*, Friday, January 19, 2018 at 3:00 pm, was the deadline for submitted proposals; and

*WHEREAS*, the City received and reviewed a completed proposal from Fund Accounting Solutions Technologies, Inc., (FAST); and

*WHEREAS*, FAST provides an enterprise software that enables the City to integrate the General Ledger, Accounts Payable, Payroll, Municipal Court, Utility Billing, Service Order, Cash receipting, Building Permits and Code Enforcement.

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

### SECTION ONE

The Service Agreement with Fund Accounting Solutions Technologies, Inc. (FAST) is attached hereto as Exhibit A.

### SECTION TWO

That this term of the Service Agreement between the City of Ovilla and Fund Accounting Solutions Technologies, Inc., will automatically renew for subsequent one-year terms beginning on October 01 and terminate the last day of September unless either party gives the other party at lease 60-days prior notice.

### SECTION THREE

This resolution shall be in full force and effect from and after its passage and approval.

**RESOLVED, PASSED AND APPROVED ON THIS 12<sup>th</sup> DAY OF February 2018.**

---

Richard A. Dormier, Mayor

ATTEST:

---

Pamela Woodall, City Secretary

R2018.08  
EXHIBIT A



January 12, 2018

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

Re: Request for Proposal, Enterprise Resource Planning Software

Hello Mr. Dean

We are very pleased to present our response to the City of Ovilla's Request for Proposal for new Enterprise Resource Planning Software. Our team has worked diligently to provide a clear and accurate response to each phase of our submittal.

Our review of your requirements reveals a great match for the features and functions of our web-based *FundView* solutions. We have developed our software specifically to meet the needs of Texas municipalities like the City of Ovilla and our team has a clear track record of successfully transitioning cities from their legacy software to *FundView*.

Our goal is to ensure that we provide a great experience for our users and we will strive to exceed your expectations. All implementations have a bump or two in the road, but we always do our best to minimize the impact on your organization and resolve any issues that come up as quickly as possible.

Finally, thank you for allowing us to participate in this process. We are confident you will find excellence in all that we deliver. Our goal is to make the transition to *FundView* as fun and painless as possible. Please let me know if you have any questions or how we can be of service. We look forward to hearing from you as you work through your evaluation process.

Best Regards,

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

Brian G. Cook, CPA  
Chief Executive Officer

**Section 3 - Pricing**

JANUARY 12, 2018

**SOFTWARE SUBSCRIPTION  
REQUEST FOR PROPOSAL  
THE CITY OF OVILLA, TEXAS  
JOHN DEAN  
CITY MANAGER**



*Presented by:  
Brian G. Cook, CPA*

## ***SOFTWARE SUBSCRIPTION PROPOSAL***

### ***MODULES***

- General Ledger
- Accounts Payable
- Payroll
- Distributed Time Entry
- Utility Billing
- Service Orders
- Municipal Court
- Cash Receipting
- Building Permits
- Code Enforcement
- Secure Signatures
- Online Payments – BP MC UB
- Contractor Online Permit Review
- Contractor Online Inspection Request
- Contractor Inspection Notifications

### ***PRICING ASSUMPTIONS***

- Annual Operating Budget (\$5 – 6M)
- Number of Active Vendors (351 - 500)
- Number of Active Employees (51 - 75)
- Meters Installed (1251 – 1500)
- Number of Average Monthly Citations (101 – 150)
- Number of Annual Building Permits (151 – 250)
- Number of Annual Code Cases (501 – 750)
- Data Conversion – GL AP PY UB MC
- Remote Training

### ***INCLUDED***

- Unlimited Users
- Software Updates
- Premium Support
- Secure Hosting
- Data Backup Plan

**OPTIONAL PRICING**

Citation Import - 3rd Party Tickwriter	1,500.00
Electronic Timeclock Interface	1,500.00
Handheld Meter Reading - 3rd Party	2,000.00

**DATA CONVERSION**

**Data Conversion Limitations.** The City of Ovilla will help provide data to be converted to FAST in a consumable format such as .csv, Excel, Access, or SQL database. The City will also provide the related file definitions and record layouts. Following is a list of the modules of data to be converted and the scope of services provided by FAST:

**General Ledger -**

1. Chart of accounts for all funds. \*
2. Account balances/transactions for the current and two prior fiscal years.
3. Current year budget and two prior fiscal year budgets.

**Accounts Payable -**

1. Vendor master file to include vendor name, address, taxpayer ID, and contact information
2. Current year summary 1099 balances as provided by the City of Ovilla.

**Payroll -**

1. Employee master file to include name, address, date of birth, SSN, contact information, dates (hire, anniversary, etc.), position, pay type, pay rate, deductions, retirement, banking (direct deposit), and tax settings.
2. Current year leave balances.
3. Current calendar year pay history to include paychecks, earnings, expense distribution, deductions and taxes.

**Utility Billing -**

1. Account master file to include name, billing address, service address, services, deposit, meter information, billing preferences and bank drafts.
2. Current year usage and prior two years.
3. Customer payment history for the current year and two prior years.

**Municipal Court -**

1. Company will electronically convert up to the last ten (10) years of historical data from Customer's legacy system. Company and Customer will work together to reconcile the most recent twelve (12) months of data.

\* Changes to the Chart of Accounts from the legacy system to the current system should be discussed with the City of Ovilla's auditor prior to implementing these changes in FundView.

**Statement of confidentiality**

This proposal is for the sole and exclusive use of the City of Ovilla, TX. The information contained in this document is confidential. It shall not be disclosed outside of the City of Ovilla, and shall not be duplicated, used or disclosed, in whole or in part, without express written consent of Fund Accounting Solution Technologies, Inc.

**FundView Internet Bandwidth Requirements** - Customer will access the hosted network environment via a reliable internet connection that provides a minimum 6Mbps download speed and 1.5Mbps upload speed.

## Section 4 – Implementation Methodology

Fund Accounting Solution Technologies, Inc. (FAST) leverages a very comprehensive and flexible implementation methodology that we have developed and tuned over many similar installations of our software. By managing the implementations remotely, we save the city considerable out-of-pocket expenses and make adjustments to our scheduling easier when changes are necessary due to your staff challenges such as illness etc.

FAST also uses ConnectWise software to manage every aspect of the implementation from a project perspective, as well as for support once the City is live on our *FundView* solutions. The following implementation summary and boilerplate examples are leveraging the configurations we have created in ConnectWise.

### General Guide of Roles and Responsibilities Implementation

Stages of Implementation	FAST Responsibilities	Client Responsibilities
Contract Negotiations	Prepare and deliver contract/proposal	Return signed contract/proposal
Set Up/Consult	Initiate Project Planning Meeting (PPM), deliver documentation; Lead PPM and present project plan, define the scope of the project, and set expectations	Attend PPM; Return completed documentation in a timely manner
Data Conversion	Schedule data pull/extraction; verify and evaluate client data	Review/authorize data conversion with client service specialist
Conversion Review	Discuss and analyze data/mapping; monitor project progress; communicate potential risks and develop strategy to avoid the risks	Complete any assigned "homework"; be available to continue to review data with client service specialist
Training	Training of software	Total focus on training; eliminate distractions; sign off/return live verification notice
Go Live	Transfer client from implementation to support	Work in the FAST software only and discontinue use of legacy system
Client/FAST Responsibilities Roles		

## CONNECTWISE PROJECT > GL AP

Project Templates > Work Plan	
Work Plan	
Template	Work Plan
	GL/AP
	Project Totals
<b>Phase 1</b>	<b>Project Management and Communications</b>
<a href="#">Ticket 1.1</a>	Welcoming/Introduction Email
<a href="#">Ticket 1.2</a>	Create Project in ConnectWise
<a href="#">Ticket 1.3</a>	Conduct Project Planning Meeting
<a href="#">Ticket 1.4</a>	Data - Extract/Transfer
<a href="#">Ticket 1.5</a>	Complete Checklists
<b>Phase 2</b>	<b>Conversion</b>
<a href="#">Ticket 2.1</a>	Conversion Process with Development
<a href="#">Ticket 2.2</a>	Review Converted Data with Site
<a href="#">Ticket 2.3</a>	Enter Bank Information
<a href="#">Ticket 2.4</a>	Verify Bank Information and all setup - detail checklist
<a href="#">Ticket 2.5</a>	Complete Conversion Review
<a href="#">Ticket 2.6</a>	Customer Signs off on Conversion
<b>Phase 3</b>	<b>End User Training</b>
<a href="#">Ticket 3.1</a>	Training 1
<a href="#">Ticket 3.2</a>	Signoff completed for Training 1
<a href="#">Ticket 3.3</a>	Training 2
<a href="#">Ticket 3.4</a>	Signoff completed for Training 2
<a href="#">Ticket 3.5</a>	Training 3
<a href="#">Ticket 3.6</a>	Signoff completed for Training 3
<a href="#">Ticket 3.7</a>	Training 4
<a href="#">Ticket 3.8</a>	Signoff completed for Training 4
<b>Phase 4</b>	<b>Go Live</b>
<a href="#">Ticket 4.1</a>	Final Data - Extract/Transfer
<a href="#">Ticket 4.2</a>	Signoff completed/acknowledgement of delivery
<a href="#">Ticket 4.3</a>	Close Project in ConnectWise

## CONNECTWISE PROJECT > MC

Project Templates > Work Plan

**Work Plan**

Template Work Plan 

MC/CR

 Project Totals

 Phase 1 Project Management and Communication

<u><a href="#">Ticket 1.1</a></u>	Introduction Email
<u><a href="#">Ticket 1.2</a></u>	Create Project in Connectwise
<u><a href="#">Ticket 1.3</a></u>	Conduct Project Planning Meeting
<u><a href="#">Ticket 1.4</a></u>	Extract/Transfer Data (verify payments posted before extract)
<u><a href="#">Ticket 1.5</a></u>	Complete Checklist
<u><a href="#">Ticket 1.6</a></u>	Municipay Introduction Email
<u><a href="#">Ticket 1.7</a></u>	Municipay Credentials
<u><a href="#">Ticket 1.8</a></u>	Ticketwriter Introduction Email
<u><a href="#">Ticket 1.9</a></u>	Ticketwriter Credentials

 Phase 2 Conversion

<u><a href="#">Ticket 2.1</a></u>	Conversion Process with Development
<u><a href="#">Ticket 2.2</a></u>	Review Converted Data

 Phase 3 End User Training

<u><a href="#">Ticket 3.1</a></u>	Training 1
<u><a href="#">Ticket 3.2</a></u>	Sign-Off completion of Training 1
<u><a href="#">Ticket 3.3</a></u>	Training 2
<u><a href="#">Ticket 3.4</a></u>	Sign-Off completion of Training 2
<u><a href="#">Ticket 3.5</a></u>	Training 3
<u><a href="#">Ticket 3.6</a></u>	Sign-Off completion of Training 3
<u><a href="#">Ticket 3.7</a></u>	Training 4

 Phase 4 Go-Live

<u><a href="#">Ticket 4.1</a></u>	Final Data Extract/Transfer
<u><a href="#">Ticket 4.2</a></u>	Sign-Off completed/acknowledgement of delivery
<u><a href="#">Ticket 4.3</a></u>	Close Project in ConnectWise

**Section 5 – Support Strategy****Response to RFP Support Strategy**

(Description of strategy to support ongoing use of the software after initial implementation.)

- FAST's goal is to provide expeditious technical assistance to FAST clients in overcoming software issues, understanding certain functionality, and recommending approaches to various scenarios.
- Our support staff team members are knowledgeable about our *FundView* solutions and the nuances of local government operations
- Upon completion of Go Live, staff will shadow site while working in the software for several days.
- FAST offers live telephone support. This allows our clients to receive the quickest response to their inquiries, and the quickest resolutions to any problems they may come across.
- FAST E-mail support allows our clients to ask detailed questions, attach documents and screen shots, and explain the issues so that our staff can create a resolution.
- Live Chat Support through Skype initiates a conversation between the client's employees and our staff. This feature is great for quick questions and comments that may come up about the software.
- All customer communications are entered into ConnectWise's Ticketing System. ConnectWise will monitor follow up and notify the support team when actions are required.
- Updates to the software are managed by FAST with no customer involvement required. The client will be notified, if or when, the FundView website is inaccessible as needed for maintenance. This is rare and typically occurs at night or on weekends.
- Webinars are scheduled throughout the year for sharing the newest enhancements of the software. These are presented at no charge to the client.
- Our goal at FAST is to make our clients' lives easier!

## Section 6 – Other Information

### **FAST Customer List**

City of Wolfforth, TX – Permits, Code Enforcement, Municipal Court and Cash Receipting

Phone 806-855-4120

Debbie Perkey

City Secretary

[dperkey@wolfforthtx.us](mailto:dperkey@wolfforthtx.us)

City of Hale Center, TX – Municipal Court, Permits and Cash Receipting

Phone 806-839-4451

Patricia Isaguirre

City Secretary

[cityhall@cityofhalecenter.com](mailto:cityhall@cityofhalecenter.com)

Town of Fulton, TX – Court and Cash Receipting

Phone 361-729-5533

Jan Hill

Town Secretary

[fultontexas@gmail.com](mailto:fultontexas@gmail.com)

Town of Providence Village – General Ledger, Accounts Payable, Permits, Code Enforcement, Municipal

Court and Cash Receipting

Phone 940-365-9333

Connie Hansen

Town Secretary

[townsecretary@pv-tx.com](mailto:townsecretary@pv-tx.com)

Town of Holiday Lakes – Court and Cash Receipting

Phone 979-849-1136

Cindy Clark

Court Clerk

[clerk@holidaylakestexas.com](mailto:clerk@holidaylakestexas.com)

City of Seadrift – Code Enforcement, Municipal Court and Cash Receipting

Phone 361-785-2251 \*23

Marilyn Dufner

Court Clerk

[seadriftcourt@tisd.net](mailto:seadriftcourt@tisd.net)

City of Caney City – Court and Cash Receipting

Phone 903-489-1844

Cynthia (Sam) Dosier

City Secretary/Court Clerk

[cityofcaneycity@yahoo.com](mailto:cityofcaneycity@yahoo.com)

City of Munday – Code Enforcement, Municipal Court and Cash Receipting

Phone 940-322-4331

Judge Ida Watson

Municipal Judge

[cityjudge@windstream.net](mailto:cityjudge@windstream.net)

City of Quinlan – General Ledger, Accounts Payable, Permits, Code Enforcement, Municipal Court and Cash Receipting

Phone 903-356-3306

Laura Kennemer

City Secretary

[jstennett@cityofquinlan.net](mailto:jstennett@cityofquinlan.net)

City of Ropesville – Court and Cash Receipting

Phone 806-562-3531

Judge Brenda Rable

Municipal Judge

[ropestown@aol.com](mailto:ropestown@aol.com)

City of O'Donnell – Court and Cash Receipting

Phone 806-428-3711

Judge Ed Follis

Municipal Judge

[odonnellmjudge@pics.net](mailto:odonnellmjudge@pics.net)

City of Frost – Code Enforcement, Municipal Court and Cash Receipting

Phone 903-682-3861

Terry McGill

City Secretary/Court Clerk

[frostdcourt@txun.net](mailto:frostdcourt@txun.net)

City of Arp – Code Enforcement, Municipal Court and Cash Receipting

Phone 903-859-6131

Dania Winters

Court Clerk

[cityofarp9@aol.com](mailto:cityofarp9@aol.com)

City of Meadowlakes – Permits, Code Enforcement, Municipal Court and Cash Receipting

Phone 830-693-6840

Evan Bauer

City Secretary

[ebauer@meadowlakestexas.org](mailto:ebauer@meadowlakestexas.org)

City of Omaha – Court and Cash Receipting

Phone 903-884-2302

Judge Gregory Blair

Municipal Judge

[omahacourt@yahoo.com](mailto:omahacourt@yahoo.com)

City of Lone Oak – Court and Cash Receipting

Phone 903-634-2501

Diane Cormany

Court Clerk

[loneoaktraffic@gmail.com](mailto:loneoaktraffic@gmail.com)

City of Caddo Mills – Court and Cash Receipting

Phone 903-527-3116 x 102

Cindy Wies

Court Clerk

[cmcourtclerk@outlook.com](mailto:cmcourtclerk@outlook.com)

City of Spur – Court and Cash Receipting

Phone 806-928-9954

Judge Jack Bush

Municipal Judge

[spurmcj@caprock-spur.com](mailto:spurmcj@caprock-spur.com)

City of Joshua – Building Permits, Code Enforcement, Court and Cash Receipting

Phone 817-558-7447

Carla Bonham

Court Administrator

[cbonham@cityofjoshuatx.us](mailto:cbonham@cityofjoshuatx.us)

City of Diboll – General Ledger, Accounts Payable, Building Permits, Code Enforcement, Court and Cash Receipting

Phone 936-829-4757

Elvia Esteves-Garza

Finance Director

[elvia@cityofdiboll.com](mailto:elvia@cityofdiboll.com)

City of Tenaha – Court and Cash Receipting

Phone 936-248-3841

Sheryl Clark

City Secretary

[tenahasecretary@valornet.com](mailto:tenahasecretary@valornet.com)

City of Paducah – Court and Cash Receipting

Phone 806-492-3131

Judge Randy Fields

Municipal Judge

[paducah\\_court@outlook.com](mailto:paducah_court@outlook.com)

City of Naples – Court and Cash Receipting

Phone 903-897-1108

Judge Rebecca Foster

Municipal Judge

[cityofnaples@windstream.net](mailto:cityofnaples@windstream.net)

City of Winnsboro – Code Enforcement, Court and Cash Receipting (General Ledger, Accounts Payable, Payroll, Utility Billing, Service Orders, Building Permits)

Phone 903-342-6033

Dana Bundick

Finance Clerk

[dbundick@winnsborotexas.com](mailto:dbundick@winnsborotexas.com)

Town of Hickory Creek – Permits, Code Enforcement and Cash Receipting

Phone 940-497-2528

Chris Chaudoir

Permit & Code Enforcement Director

[chris.chaudoir@hickorycreek-tx.gov](mailto:chris.chaudoir@hickorycreek-tx.gov)

City of Ore City – Court and Cash Receipting

Phone 903-968-2511

Kristen Kahler

City Secretary

[cityoforecity@ctex.net](mailto:cityoforecity@ctex.net)

City of Saint Jo – Court and Cash Receipting

Phone 940-995-2337

Natalie Nunneley

Court Clerk

[saintjocourt@ntin.net](mailto:saintjocourt@ntin.net)

City of Kerens – Court and Cash Receipting

Phone 903-396-2971

Katherine Combs

Court Clerk

[court@ci.kerens.tx.us](mailto:court@ci.kerens.tx.us)

Town of Shady Shores – Court, Permits, Code Enforcement and Cash Receipting (General Ledger, Accounts Payable, Payroll, Utility Billing purchased)

Phone 940-498-0044

Amber Schuler

Court Clerk

[municipal.court@shady-shores.com](mailto:municipal.court@shady-shores.com)

City of Strawn – Court and Cash Receipting

Phone 254-672-5311

Danny Miller

City Secretary

[city@strawntx.com](mailto:city@strawntx.com)

City of Denver City – Court and Cash Receipting

Phone 806-592-3963

Judge Troy Scott

Municipal Judge

[judgeu@windstream.net](mailto:judgeu@windstream.net)

City of Jefferson – Court and Cash Receipting

Phone 903-665-2432

Cristi Huntington

Court Clerk

[jmc@jeffersontxpd.org](mailto:jmc@jeffersontxpd.org)

City of Smiley – Court and Cash Receipting

Phone 830-672-6322

Laura Schroeder

Court Clerk

[smileymunicipalcourt@gmail.com](mailto:smileymunicipalcourt@gmail.com)

City of Pottsboro – Permits, Court and Cash Receipting (General Ledger, Accounts Payable, Payroll and Utility Billing purchased)

Phone 903-786-2281 x 2

Dana Nixon

City Secretary

[dnixon@cityofpottsboro.com](mailto:dnixon@cityofpottsboro.com)

City of Rhome – Building Permits, Code Enforcement, Court and Cash Receipting

Phone 817-636-2462

Shannon Montgomery

City Administrator

[cityofrhome@earthlink.net](mailto:cityofrhome@earthlink.net)

City of Boyd – General Ledger, Accounts Payable, Court, Permits, Code Enforcement and Cash Receipting

(Payroll purchased)

Phone 940-433-5166

Greg Arrington

City Manager

[garrington@cityofboyd.com](mailto:garrington@cityofboyd.com)

City of Meridian – Court and Cash Receipting

Phone 254-435-2381

Kristina Taylor

Court Clerk

[kristina.taylor@meridiantx.us](mailto:kristina.taylor@meridiantx.us)

City of Pelican Bay – Court, Permits, Code Enforcement and Cash Receipting

Phone 817-444-1234

Teri Anthony

City Secretary

[secretary@cityofpelicanbay.com](mailto:secretary@cityofpelicanbay.com)

City of Leonard – Court and Cash Receipting

Phone 903-587-3334

Beth Woodson

City Secretary/Court Administrator

[bwoodson@cityofleonard.net](mailto:bwoodson@cityofleonard.net)

City of Italy – Court, Permits, Code Enforcement and Cash Receipting

Phone 972-483-7329

Jennifer Walls

Court Clerk

[jwalls@italycityhall.org](mailto:jwalls@italycityhall.org)

City of Gunter – Court, Permits, Code Enforcement and Cash Receipting

Phone 903-433-5185

Dyann Clay

City Clerk

[dclay@ci.gunter.ytx.us](mailto:dclay@ci.gunter.ytx.us)

Village of Briarcliff – General Ledger, Accounts Payable, Court, Permits, Code Enforcement and Cash

Receipting

(Payroll, Utility Billing and Service Orders purchased)

Phone 512-264-2274

Tina Linder

City Secretary

[tina-briarclifftx@austin.rr.com](mailto:tina-briarclifftx@austin.rr.com)

City of Post – Court and Cash Receipting

Phone 806-990-3108

Andrea Armendariz

Municipal Judge

[aarmendariz@postgarza.net](mailto:aarmendariz@postgarza.net)

City of Rice – General Ledger, Accounts Payable, Court, Cash Receipting, Code Enforcement and Permits  
(Payroll purchased)  
Phone 903-326-7500  
Tonya Roberts  
City Manager  
[troberts@ricctx.gov](mailto:troberts@ricctx.gov)

City of Palm Valley – Court and Cash Receipting  
Phone 956-423-8384  
Sylvia Trevino  
City Secretary  
[srtrevino@palmvalleytx.com](mailto:srtrevino@palmvalleytx.com)

City of Burton – Court and Cash Receipting  
Phone 979-289-3402  
Judge Angela Weyand  
Municipal Judge  
[burtonjudge@texasbb.com](mailto:burtonjudge@texasbb.com)

City of Palmer – Code Enforcement Permits and Cash Receipting  
Phone 972-449-3160  
Alicia Baran  
City Secretary  
[abaran@ci.palmer.tx.us](mailto:abaran@ci.palmer.tx.us)

City of Aurora – Court Code Enforcement and Cash Receipting  
Phone 817-636-2783  
Lynnell Day  
Court Administrator  
[auroracourt@live.com](mailto:auroracourt@live.com)

City of Stamford – Court Code Enforcement and Cash Receipting (Brand New)  
Phone 325-773-2723  
Judge Glen McCandless  
Municipal Judge  
[glen.mccandless@stamfordtx.net](mailto:glen.mccandless@stamfordtx.net)

City of El Campo – Building Permits, Code Enforcement, Municipal Court, Permits and Cash Receipting  
(General Ledger and Accounts Payable purchased)  
Phone 979-541-5000  
Courtney Sladek  
Finance Director  
[csladek@cityofelcampo.org](mailto:csladek@cityofelcampo.org)

Town of Bartonsville – General Ledger, Accounts Payable, Code Enforcement, Municipal Court, Permits and Cash Receipting (Payroll purchased)

Phone 817-430-4052

Tammy Dixon

Town Secretary

[tdixon@townofbartonville.com](mailto:tdixon@townofbartonville.com)

City of Milford – Court Code Enforcement Permits and Cash Receipting

Phone 972-493-3161

Kim Serrata

City Secretary

[kim.serrata@cityofmilfordtx.com](mailto:kim.serrata@cityofmilfordtx.com)

City of Ingram – Code Enforcement Municipal Court and Cash Receipting

Phone 830-367-5115

Byron Griffin

Chief of Police

[bgriffin@ingramtx.com](mailto:bgriffin@ingramtx.com)

City of Lakeport – Court and Cash Receipting

Phone 903-643-2562

Kim Henderson

Court Clerk

[lakeport.cityof@att.net](mailto:lakeport.cityof@att.net)

City of Morgan – Court and Cash Receipting

Phone 254-635-2106

Lori Smith

City Secretary

[cityofmorgan@valornet.com](mailto:cityofmorgan@valornet.com)

City of Daingerfield – General Ledger, Accounts Payable (Payroll purchased)

Phone 903-645-3906

Heide Edmonson

City Secretary

[hedmonson@classic.net](mailto:hedmonson@classic.net)

City of Rio Vista – Municipal Court & Cash Receipting

Phone 806-828-2000

Connie Coppock

City Secretary

[ccoppock@riovistatx.com](mailto:ccoppock@riovistatx.com)

City of Horseshoe Bay – Building Permits & Cash Receipting

Phone 830-598-9959

Jessica Noaker

Development Services Coordinator

[jnoaker@horseshoe-bay-tx.gov](mailto:jnoaker@horseshoe-bay-tx.gov)

City of Maypearl – Municipal Court & Cash Receipting Brand New – (General Ledger, Accounts Payable, Payroll, Utility Billing and Service Orders purchased)

Phone 972-435-2380

Angie Smith

Court Clerk

[angie\\_cityclerk@ectisp.net](mailto:angie_cityclerk@ectisp.net)

City of Hearne – Municipal Court & Cash Receipting Brand New – (General Ledger, Accounts Payable, Payroll, Code Enforcement purchased)

Phone 979-279-3461

Alonzo Echavarria-Garza

Chief Financial Officer

[cfo@cityofhearne.com](mailto:cfo@cityofhearne.com)

City of Slaton – Building Permits, Code Enforcement & Cash Receipting (Brand New)

Phone 806-828-2000

Mike Lamberson

City Administrator

[mlamberson@cityofslaton.com](mailto:mlamberson@cityofslaton.com)

## Sample Agreement

### SOFTWARE SUBSCRIPTION AGREEMENT

This Software Subscription Agreement ("Agreement") is made as of the Effective Date (the "Effective Date") between Fund Accounting Solution Technologies, Inc., a Texas corporation (Company), and the City of Ovilla, a Texas municipality, (Customer). The Effective Date of this agreement is January 12, 2018.

This Agreement describes Customer's subscription for access to Software and payment for Services provided by Company. Company and Customer therefore agree as follows:

#### 1) DEFINITIONS.

(a) "*Software Subscription*" means the software developed and delivered by Company provided to Customer as described in this Agreement.

(b) "*Government Authority*" means any governmental authority or court, tribunal, agency, department, commission, arbitrator, board, bureau, or instrumentality of the United States of America or any other country or territory, or domestic or foreign state, prefecture, province, commonwealth, city, county, municipality, territory, protectorate or possession.

(c) "*Law*" means all laws, statutes, ordinances, codes, regulations and other pronouncements having the effect of law of any Government Authority.

(d) "*Services*" means the Services Company provides to Customer as described in this Agreement.

(e) "*Software*" means the software described in this Agreement.

2) SERVICES. Company agrees to provide the Services as described in Addendum B.

#### 3) SUBSCRIPTION.

(a) **Scope.** Company agrees to provide support for the Software listed in Addendum A of this Agreement. Both parties acknowledge that the Subscription Agreement covers support for both the Software products listed in Addendum A of this Agreement and for updates of the Software products. The Subscription agreement will provide support services as described in Addendum B of this Agreement.

(b) **Updates.** Company will install the Software in a hosted computer environment as described in Addendum A of this Agreement. Updates to the software, including new releases and fixes, will be managed by Company in the hosted environment.

4) DELIVERY. The Software and Services will be delivered as described in Addendums A & B to this agreement. Customer agrees that the Company Software consists of Company's trade secrets. Company shall retain all copyrights in the Company Software, whether published or unpublished. Company agrees that all data provided to Company for Software shall remain the property of Customer. Should Customer terminate the Agreement in good standing and in accordance with the termination provisions of this Agreement, Company agrees to return to Customer, all data files held by Company.

5) OWNERSHIP AND TITLE. Customer agrees that Company possesses exclusive title to and ownership of the Company Software.  
 a) Customer agrees that Customer acquires neither ownership nor any other interest in the Company Software, except for the right to use the Company Software in accordance with the terms and conditions of this Agreement.

b) All rights not expressly granted to Customer in this Agreement are retained by Company.

c) Customer agrees that Company Software including, but not limited to, systems designs, programs in source and/or object code format, applications, techniques, ideas, and/or know-how utilized and/or developed by Company are and shall remain the exclusive property of Company.

6) FEES. Except as expressly stated in Addendums A and B to this Agreement, there are no additional fees, charges or expenses incurred. In consideration for Company performing all obligations under this Agreement, Customer agrees to pay Company as described in Addendum A & B of this agreement.

7) INVOICES AND TAXES. Customer agrees to pay to Company fees owed under this Agreement within thirty (30) days after the date of Customer's receipt of an invoice (unless noted otherwise on the invoice). An invoice will contain the invoice number, invoice date, description of the transaction, total invoice amount with miscellaneous charges listed separately and payment terms consistent with and not additional to any provisions under this Agreement. To the extent that the transactions under this Agreement are subject to any sales, use, value added or any other taxes, payment of these taxes, if any, is Customer's responsibility. Company is liable for any and all taxes on any and all income it receives under this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party.

Company

By:



Print Name: Brian Cook  
Title: Chief Executive Officer

CUSTOMER

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

## ADDENDUM A

### Subscription Agreement

**A) Software Modules.** The following modules represent the Software covered by these agreements. The modules included are as follows:

General Ledger  
 Accounts Payable  
 Payroll  
 Distributed Time Entry  
 Utility Billing  
 Service Orders  
 Municipal Court  
 Cash Receipting  
 Building Permits  
 Code Enforcement  
 Online Payments – BP MC UB  
 Contractor Online Permit Review  
 Contractor Online Inspection Request  
 Contractor Inspection Notifications

All personnel (including but not limited to employees, contractors, sub-contractors and part-time staff) of the Customer will be licensed to use any of the modules described in Addendum A of this Agreement.

#### 1) Software.

- a) Ownership of the software products, accompanying documentation and related materials, and any modifications and enhancements to such software products and any related interfaces shall remain with Company.
- b) The software products covered by the subscription are not to perform functions or processing for subdivisions or entities that were not considered by Company at the time Company issued this Agreement.
- c) Customer agrees that the software products, any modifications and enhancements and any related interfaces are proprietary to Company and are being developed as a trade secret at Company's expense. Customer agrees to keep the software products confidential and use its best efforts to prevent any misuse,

unauthorized use or unauthorized disclosures by any party of any or all of the software products or accompanying documentation.

d) If Customer makes modifications to the software products, Company will not support or correct errors in the modified software products.

#### 2) Escrow.

e) If requested by Customer, Company will maintain at Customer's expense an escrow agreement with an Escrow Services Company under which Company will place the source code of each major release. Customer will be invoiced the annual beneficiary fee by Company and is solely responsible for maintaining its status as a beneficiary.

#### 3) Subscription Fees/Billing.

a) The subscription fees listed below do not include any tax or other governmental impositions including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid by Customer and shall be paid over to the proper authorities by Company or reimbursed by Customer to Company any amounts on demand in the event that Company is responsible or demand is made on Company for the payment thereof. If tax-exempt, Customer must provide Company with Customer's tax-exempt number or form.

b) In the event of any disputed invoice, Customer shall provide written notice of such disputed invoice to Company. Such written notice shall be provided to Company within fifteen (15) days. An additional fifteen (15) days is allowed for the Customer to provide written clarification and details for the disputed invoice. Addresses for Company and Customer are as follows:

City of Ovilla  
 105 Cockrell Hill Road  
 Ovilla, TX 75154

Fund Accounting Solution Technologies, Inc.  
 5225 S Loop 289  
 Suite 222  
 Lubbock, TX 79424

Company shall provide a written response to Customer that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by Company and Customer to resolve any issues presented in Customer's notification to Company.

Customer may withhold payment of only the amount actually in dispute until Company provides the required written response, and full payment shall be remitted to Company upon Company's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if Company is unable to complete all material action steps required to remedy the disputed matter because Customer has not completed the action steps required of them, Customer shall remit full payment of the invoice.

c) Any invoice not disputed as described above shall be deemed accepted by the Customer. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, Company reserves the right to suspend delivery of all subscription services in the Agreement.

**4) Payment.**

a) Customer agrees to pay Company the Annual Subscription amount for licensing, support, and hosting services, as described below. The annual amount identified below will become due the first of the month of any year for which a subscription fee is being charged as described in Addendum A of this Agreement.

b) Support and services will be suspended whenever Customer's account is thirty (30) calendar days overdue. Support and services will be reinstated when Customer's account is made current.

**5) Acceptance of the Software.**

a) Within thirty (30) days after the software products have been installed and fully implemented by the Customer, Customer shall acknowledge in writing of their acceptance of the software products.

b) At its option, Customer may perform Customer's own defined internal validation process to test the Software to substantially comply with Company's needs for the Software products and functionality of the Software as demonstrated by Company. Completion and validation of compliance by such testing shall constitute Customer's acceptance.

c) Notwithstanding anything contrary herein, Customer's full time use of the software products for its intended purpose, shall constitute Customer's verification of the software products, without exception and for all purposes.

d) Verification or validation that the Software products substantially comply with Company's demonstration and any written commitment to Customer shall be final and conclusive except for latent defect, fraud, and such gross mistakes that amount to fraud and the operation of any provision of this Agreement which specifically survives verification. In the event said verification becomes other than final, or becomes inconclusive, pursuant to this paragraph, Customer's right and remedy against Company shall be to require Company to correct the cause thereof.

e) Company shall correct any functions of the software products which failed the standard verification testing by Customer.

**6) Mutual Warranties.** Each party represents, warrants and covenants to the other that:

(i) General. It: (a) is a company or municipality duly organized and validly existing and in good standing under the Laws of its jurisdiction of organization; (b) is qualified or licensed to do business and in good standing in every jurisdiction where qualification or licensing is required; and (c) has the corporate power and authority to negotiate, execute, deliver and perform its obligations under this Agreement.

(ii) Law Compliance. It complies with all applicable Laws.

**7) Limited Warranty.** Company represents that the Software will conform to meet all necessary requirements for Customer. If the Software does not perform as warranted, Company's obligation will be to use reasonable efforts, consistent with industry standards, to cure the defect. Should Company be unable to cure the defect or provide a replacement product, Customer must give written notice to Company of the nature of the unaccepted issues with the Software. If Company cannot resolve the issues to Customer's satisfaction within ninety (90) days of written notice, Company will refund any payments made by Customer for Subscription Fees within ten (10) days after the ninety (90) day resolution period and the Agreement will be Terminated for both Customer and Company. Company will return all Customer data to Customer and Customer will return all documentation and related materials to Company. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR VERBAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**8) Limitation of Liability.**

a) In the event that the software products are determined to infringe upon any existing United States patent copyright or trademark rights held by any other person or entity, Company shall defend and hold harmless Customer and its officers, agents and employees from any claim or proceedings brought against Customer and from any cost damages and expenses finally awarded against Customer which arise as a result of any claim that is based on an assertion that

Customer's use of the software products under this Subscription Agreement constitutes an infringement of any United States patent, copyright or trademark provided that Customer notifies Company promptly of any such claim or proceeding and gives Company full and complete authority, information and assistance to defend such claim or proceeding and further provided that Company shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement provided that Company shall consult with Customer regarding such defense. In the event that the software products are finally held to be infringing and its use by Customer is enjoined, Company shall, at its election: (1) procure for Customer the right to continue use of the software products; (2) modify or replace the software products so that it becomes non-infringing; or (3) if procurement of the right to use or modification or replacement cannot be completed by Company, terminate the subscription for the infringing software product, and upon termination, refund the subscription fees paid for the infringing software product as depreciated on a straight-line basis over a period of seven (7) years with such depreciation to commence on the execution of this Agreement. Company shall have no liability hereunder if Customer modified the software products in any manner without the prior written consent of Company and such modification is determined by a court of competent jurisdiction to be a contributing cause of the infringement or if the infringement would have been avoided by Customer's use of the most current revision of the software products. The foregoing states Company's entire liability and Customer's exclusive remedy with respect to any claims of infringement of any copyright, patent, trademark, or any property interest rights by the software products, any part thereof, or use thereof.

b) In no event shall Company be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the software products. Company's liability for damages arising out of this Agreement, whether based on a theory of contract or tort, including negligence and strict liability shall be limited to the Company subscription fees identified above. The subscription fees set forth below reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Agreement.

**9) Force Majeure.** Any failure or delay by a party in the performance of its obligations under this Agreement is not a default or breach of the Agreement or a ground for termination under this Agreement to the extent the failure or delay is due to elements of nature or acts of God, acts of war, terrorism, riots, revolutions, or strikes or other factor beyond the reasonable control of a party (each, a "*Force Majeure Event*"). The party failing or delaying due to a Force Majeure Event agrees to give notice to the other party which describes the Force Majeure Event and includes a good faith estimate as to the impact of the Force Majeure Event upon its responsibilities under this Agreement, including, but not limited to, any scheduling changes. However, should any failure to perform or delay in performance due to a Force Majeure Event last longer than thirty (30) days, or should three (3) Force Majeure Events apply to the performance of a party during any calendar year, the party not subject to the Force Majeure Event may terminate this Agreement by notice to the party subject to the Force Majeure Event.

**10) No Intended Third Party Beneficiaries.** This agreement is entered into solely for the benefit of Company and Customer. No third party shall be deemed a beneficiary of this agreement, and no third party shall have the

right to make any claim or assert any right under this Agreement.

**11) Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Lubbock County, Texas.

**12) Entire Agreement.**

a) This Agreement and the functional description of the software products presented in Company's demonstration to Customer, will represent the entire agreement of Customer and Company with respect to the software products and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. Customer hereby acknowledges that in entering into this Agreement it did not rely on any representations or warranties other than those explicitly set forth in this Agreement and the functional description of the software products presented in Company's demonstration to Customer.

b) If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

c) This Agreement may only be amended, modified or changed by written instrument signed by both parties.

d) Customer should return an executed copy of this Agreement to Company. If the Agreement is not returned to Company within thirty (30) days from the issue date, then such Agreement is subject to be voided and prices are subject to change.

**13) Cancellation or Termination.** In the event of cancellation or termination of this Agreement for any reason other than those contained in Section 7) Limited Warranty

and Section 9) Force Majeure in Addendum A, Customer will make payment to Company for all software products, services and expenses delivered or incurred prior to the termination or cancellation of this Agreement. Upon receipt of all outstanding payments owed to Company by Customer, Company will provide Customer with a final complete backup of all of Customer's data, and access to the Hosted environment will then be terminated.

**14) Approval of Governing Body.**

Customer represents and warrants to Company that this Agreement has been approved by its governing body and is a binding obligation upon Customer.

**B) Subscription.** Both parties acknowledge that this Subscription Agreement covers both Support for the Software listed on Addendum A of this Agreement and updates to the installed Software.

**C) Term of Agreement.** This Subscription Agreement is effective on January 12, 2018, when executed by authorized representatives of Company and Customer, and shall terminate upon the last day of September, 2018.

**1) Subscription Renewal.** The Annual Subscription Agreement will automatically renew for subsequent one-year terms unless either party gives the other party at least 60 (sixty days) prior written notice of its intent not to renew. Subsequent terms will begin on October 1 and terminate on the last day of September of each year.

**2) Terms and Conditions for Updates of the Software.**

a) Customer is hereby granted non-exclusive and nontransferable access and right to use the Software listed in Addendum A of this Agreement. Company agrees to extend and Customer agrees to accept a subscription subject to the terms and conditions contained herein for the Software. Company agrees to provide and install all updates to the Software in the hosted environment provided Customer is in good standing regarding payments for

Subscription Fees and any Services billed by Company to Customer.

b) The Software listed in Addendum A is for use only for the benefit of Customer listed in this Agreement. The software products are not to perform functions or processing for subdivisions or entities that were not considered by Company when Company placed Customer in the categories listed on the cover of this Agreement.

c) Customer agrees that the Software is proprietary to Company and has been developed as a trade secret at Company's expense. Customer agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the software products or accompanying documentation.

d) If Customer has made modifications to the software products, Company will not support the modified software products, unless modifications were specifically authorized in writing by Company.

e) For as long as a current Subscription Agreement is in place, Company shall promptly correct any functions of the software products which fail to substantially comply with Company's documentation for the Software. If Customer has made modifications to the software products, Company will not make such corrections, unless modifications were specifically authorized in writing by Company.

**3) Terms and Conditions for Support.**

a) Company shall provide software related Customer support during standard support hours. Standard support hours are from 8:00am to 5:00pm Central Standard Time, Monday thru Friday, excluding holidays.

Support requests may be initiated via Company's published support phone line, via e-mail to Company's support group, or via Company's instant-messaging support software during regular support hours.

Company reserves the right to modify these support hours as Company sees fit in order to better serve its Customer. Assistance and support requests which require special

assistance from Company's development group will be taken and directed by support personnel.

b) Company will maintain staff that is appropriately trained to be familiar with the software products in order to render assistance, should it be required.

c) Company will provide Customer with all updates that Company may make to the then current version of the Software covered in this Agreement.

d) Company will make available appropriately trained personnel to provide Customer additional training, program changes, analysis, consultation, data recovery, non-coverage maintenance service, etc. Company shall provide Customer with on-line support through the use of desktop control software.

e) If a Customer decides to discontinue the Software Subscription and later chooses to reinstate the Software Subscription, the Customer will be required to pay the portion of annual Software Subscription dating back to the date when the Customer discontinued the Annual Software Subscription. Should Customer choose to reinstate the Software Subscription, Company agrees to install the then current version of the Software and related Customer data. These installation Services will be performed on a time and material basis at the current Company rates.

**4) Hosting.**

a) Company shall provide the Software to Customer in a hosted network environment accessible to Customer employees via an internet connection using MS Internet Explorer or MS Edge. Company supports the Software access using the current Microsoft release of Internet Explorer and the two previous versions, as well as the current release of MS Edge. Company will install the Software and Customer data on a network server providing secure access, high-speed performance, and a Data Backup Plan as elements of the Subscription Agreement.

b) Company will maintain staff that is appropriately trained to be familiar with the

Hosted server in order to render assistance, should it be required.

c) Company will provide a Data Backup Plan that will include scheduled backups, data redundancy, and off-site data storage. Company will provide Customer with a full copy of these backups at a minimum of once per month in a shared common repository accessible by both Company and Customer.

d) Customer will access the hosted network environment via a reliable internet connection that provides a minimum 6Mbps download speed and 1.5Mbps upload speed. Company cannot be liable for software performance if Customer's internet connection speeds do not meet these minimum requirements. Customer will maintain updates to any third-party software required to access and use Company software via the secure internet connection.

**5) Additional Services.** The Services listed below are not included in the Subscription Agreement. These services may be provided at Company's discretion and may be billed on a time and materials basis. Customer will not be liable to pay for any Additional Services unless Company provides Customer with a detailed estimate for the Additional Services prior to Company expending any time and materials on Additional Services and Customer approves the estimate. If Company believes that it will exceed the estimate provided to Customer for Additional Services, Company must notify Customer in writing of the additional expenses before performing any Additional Services in excess of the estimate. Customer will not be liable to pay for any amount of Additional Services for which Company has not provided prior notice of cost and has not approved at Company's then current rates.

a) Changes to print programs. Company agrees to provide initial print programs for Customer as required for the Software modules described in Addendum A at no charge. After Acceptance of the Software as described in Addendum A of this Agreement, additional customer print programming may be subject to time and material Services fees

at the then Company current billing rates for such Services.

- b) Software modifications, excluding software updates.
- c) Software Training. The scope of Training to be provided in this Agreement is defined in Addendum B.
- d) Responding to problems caused by bad data.
- e) Responding to problems caused by Customer hardware.
- f) Responding to problems caused by operator error.
- g) Responding to problems caused by software that is not Company software.
- h) Responding to problems resulting from misuse, accidents, neglect, fire, or any other cause not within Company's reasonable control.
- i) Changes made to the Company Software by someone other than Company personnel.
- j) Responding to problems resulting from issues with Customers internet access

**6) Limitations and Exclusions.** The support and services of this Subscription Agreement do not include the following:

- a) Support service does not include the customization of the software products and other consulting services, support of an operating system or hardware, or any support requested outside of normal business hours.
- b) Customer understands that changes made by Company to the current version are for implementation in the installed Software products version as it exists without customization or Customer alteration.

**7) Customer Responsibilities.**

- a) Customer shall provide, at no charge to Company, full and free access to the network, working space, adequate facilities, use of machines, features, or other equipment necessary to provide the specified support and maintenance service. Such environment requires the Customer to have email and Internet access. Customer shall provide phone lines, communications software specified by Company and all equipment necessary to use Company's on-line support. Customer will be responsible for all

additional costs incurred to the extent such hardware and software does not conform to Company's specifications. The acquisitions of necessary hardware and software meeting the requirements then in effect shall be sole responsibility of the Customer.

- b) Customer shall maintain a stable internet connection as prescribed by Company. This internet connection must provide a minimum 6Mbps download speed and 1.5Mbps upload speed. Company cannot be liable for software performance if Customer's internet connection speeds do not meet these minimum requirements. Company shall also use the connection to assist with problem diagnosis and resolution. Customer shall provide Company adequate remote access communication infrastructure to Customer's computing environment to enable Company technical services assistance.
- c) Company uses Microsoft Word to launch printing of the integrated documents produced in the hosted software. If Customer desires to be able to edit standard documents included with the software or create new documents for use in document generation functions of the Company software, Customer will need to purchase or own a licensed copy of Microsoft Word. To receive support from Company for the document generation tools, the licensed copy of Microsoft Word must currently be supported by Microsoft.

- d) All printers used by Customer to print documents and reports from the Software must have the most recent version of a currently supported Windows driver. Company supports only the Epson TM-T88V receipt printer. Other receipt printers may function with Company software but are not supported.

**8) Non-Assignability.** The Customer shall not have the right to assign or transfer its rights hereunder to any party.

**A. Annual Subscription Costs**

General Ledger	\$2,750.00
Accounts Payable	2,250.00
Payroll	3,000.00
Distributed Time Entry	1,000.00
Utility Billing	3,500.00
Service Orders	1,250.00
Municipal Court	2,750.00
Cash Receipting	750.00
Building Permits	2,250.00
Code Enforcement	1,750.00
Secure Signatures	1,000.00
Online Payments - BP MC UB	1,125.00
Contractor Online Permit Review	500.00
Contractor Online Inspection Request	250.00
Contractor Inspection Notifications	500.00
<b>Total Subscriptions</b>	<b><u>\$24,625.00</u></b>

**ADDENDUM B****Services Agreement**

**A) Services Provided.** Company shall provide the following services to Customer:

- a) Training (Remote)
- b) Data Conversion
- c) Online Payment Design
- d) Installation/Configuration
- e) Data Backup Configuration
- e) Project Management

**B) Professional Services Fees.**

## Training - Remote

- General Ledger	\$1,750.00
- Accounts Payable	1,250.00
- Payroll	2,000.00
- Distributed Time Entry	500.00
- Utility Billing	2,500.00
- Service Orders	1,000.00
- Municipal Court	1,500.00
- Cash Receipting	750.00
- Building Permits	1,500.00
- Code Enforcement	1,250.00
- Secure Signatures	500.00
- Online Payments	500.00

## Data Conversion

- General Ledger	2,000.00
- Accounts Payable	1,000.00
- Payroll	2,000.00
- Utility Billing	2,500.00
- Municipal Court	2,000.00

## Online Payment Design

General Ledger	2,000.00
Accounts Payable	1,000.00
Payroll	2,000.00
Utility Billing	2,500.00
Municipal Court	2,000.00

## Data Center Setup

General Ledger	2,000.00
Accounts Payable	1,000.00
Payroll	2,000.00
Utility Billing	2,500.00
Municipal Court	2,000.00

## Data Back Setup

General Ledger	2,000.00
Accounts Payable	1,000.00
Payroll	2,000.00
Utility Billing	2,500.00
Municipal Court	2,000.00

## Project Management

General Ledger	2,000.00
Accounts Payable	1,000.00
Payroll	2,000.00
Utility Billing	2,500.00
Municipal Court	2,000.00

## Total Services

\$26,750.00

**1) Services.**

Remote Training, Data Conversion, Online Payment Design/Configuration, Installation/Configuration, and Project Management Services will be

delivered as described above and detailed below as determined by Customer and the Project Manager. Company will coordinate with Customer to schedule training sessions on agreed upon dates and times. There are no limits on the number of authorized personnel of Customer allowed to attend these sessions. Company will only present each session once unless specifically provided for elsewhere in this Agreement. Should Customer experience turnover or growth, Company will provide follow up training for any module for 50% of the original training fee. Training will be provided remotely under the terms as described below.

**2) Training Environment.** During remote training, Customer should be free of distractions and interruptions. If training is being conducted onsite at the Customer's location, the Customer is responsible for providing a productive environment to conduct training.

**3) Additional Services.** Additional related services not listed above may be billed at Company's then current market rate for the service as they are incurred. Any services addressed under this area of the Agreement would be discussed with Customer prior to the Services being performed by Company.

**4) Limitation of Liability.** Company shall not be liable for inaccurate data in Company's application software which is the result of inaccurate data electronically converted from the previous systems. Company's liability for damages arising out of this Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to any Service fees paid to Company by Customer. The Service

terms set forth above reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Agreement.

**5) Data Conversion Limitations.**

The City of Winnsboro will help provide data to be converted to FAST in a consumable format such as .csv, Excel, Access, or SQL database. The City will also provide the related file definitions and record layouts.

Following is a list of the modules of data to be converted and the scope of services provided by FAST:

**Required:**

1. Changes to chart of accounts, adopting Consolidated Cash, and related bank account consolidation require formal sign off by auditor and approval by council.

**General Ledger –**

1. Create/Map Chart of Accounts – set up all funds, departments, account codes, categories and projects.

Provide mapping of legacy chart of accounts to new FundView accounts.

2. Establish Consolidated Cash and Relationships – define which account will become the Consolidated Cash operating account and define the cutoff plan. Create journal entries to transfer balances from closed bank accounts to Consolidated Cash by participating fund in the General Ledger.

3. Bank Reconciliation Setup – Customer-provided listing of all outstanding bank transactions (deposits, checks, etc.) for Consolidated Cash and other bank accounts are set up for Bank Reconciliation.

4. Third-Party System Entries – map journal entries to record third-party software data imported as debits and credits to the new Chart of Accounts. Create the related import templates in the FundView General Ledger.

5. Convert current year and two prior years' transaction history.

6. Convert current budget and two prior year budgets.

**Accounts Payable –**

1. Format check template provided check stock meets FundView layout standard.

2. Vendor master file to include vendor name, address, taxpayer ID, and contact information

3. Current year summary 1099 balances as provided by Customer.

4. Current year and two prior year's transaction history.

**Payroll –**

1. Set up current pay codes, deduction codes and leave codes.

2. Define positions.

3. Populate current employee payroll detail including pay rate, deductions, direct deposit, tax settings, related employment dates and leave balances.

4. Current calendar year pay history to include paychecks, earnings, expense distribution, deductions and taxes.

5. Format payroll check template provided check stock meets FundView layout standard.

**Municipal Court –**

1. Company will electronically convert up to the last ten (10) years of historical data from Customer's current legacy system. Company and Customer will work together to reconcile the most recent twelve (12) months of data.

**Utility Billing –**

1. Account master file to include name, billing address, service address, services, deposit, meter information, billing preferences and bank drafts.

2. Current year usage and prior two years.

3. Customer payment history for the current year and two prior years.

## Section 6 - Evaluation of Proposals

The City's project team will evaluate the RFPs. The evaluators will consider how well the proposed solution meets the City's requirements as described in the RFP. It is important that the responses be clear and complete to ensure that the evaluators can adequately understand all aspects of the proposal.

**Evaluation Factors.** Selection of finalists will be evaluated based on the following criteria:

- Quality, clarity and completeness of the proposal
- Adherence to requirements for RFP preparation. Vendor viability and strength
- Ability to meet City's functional and technical requirements
- Software scalability, flexibility and ease of use
- Compatibility and integration with existing software
- Vendor's experience on similar projects
- Total cost of ownership

The evaluation factors identified above reflect a wide range of considerations. While cost is important, other factors are also significant. The City may select other than the lowest cost solution. The objective is to choose a vendor capable of providing a reliable and integrated solution within a reasonable budget. All proposals will be evaluated using the same criteria.

Criteria	Weight Given
1. Responsiveness of the written proposal to the purpose and scope of service	5%
2. Software Quality and Features: Ability of the vendor to meet the Section 5 – Vendor and System Requirements	25%
3. Vendor's Experience and Technical Support: Experience in successful software conversion, implementation and maintenance, as well as dedicated resources and technical support during and after implementation	25%
4. Amount of proposed cost of system, implementation, conversion, training and annual subscription	45%

**Site Visits.** The City may choose to conduct site visit(s) to the software vendor's headquarters and/or vendor's clients as part of the evaluation process. The site visits may be used to determine the successful vendor, and will be conducted following scheduled software demonstrations of the Short-Listed vendors. Evaluation of the vendor client sites will be based on the following:

- Assessment of the vendor's service during system implementation.
- Assessment of the quality of vendor's ongoing support.
- Overall user satisfaction with the system.

**Contract Award and Execution.** The City reserves the right to make an award without further discussion of the proposal submitted. The City shall not be bound or in any way obligated until both parties have executed a vendor contract. The City also reserves the right to delay contract award and/or not to make a contract award.

**Turn-Key Project.** The City is seeking a turn-key implementation of the software contemplated by this RFP. The Vendor shall provide all labor, materials, supplies and services necessary for the complete performance of any agreement resulting from this RFP. Vendor must include in its price all design, engineering, system and application database development, integration, delivery, installation, testing, training and warranty costs associated with all elements of the proposed system.

## Section 7– TERMS AND CONDITIONS

The following terms and conditions apply to this RFP and are not inclusive of all terms and conditions in the final contract.

**Proposals – Public Information.** The City will attempt to protect legitimate trade secrets of the Vendor. Any proprietary information contained in the Vendor's proposal must be clearly designated and shall be labeled with the words "Proprietary Information". Marking the entire proposal or any one or more of the major sections as proprietary will neither be accepted nor honored.

The Vendor should be aware that the City is required by law to make certain records available for public inspection with certain exceptions. The Vendor, by submission of materials marked proprietary, acknowledges and agrees that the City will have no obligation or liability to the Vendor in the event that the City must disclose these materials.

**Copyright and Confidentiality.** Selected vendor shall maintain strict privacy of all City records, data and files (regardless of media), including any copyrighted material received from the City.

**Prime Vendor.** While it is the City's preference to select a single vendor to provide the software and services described in this RFP, it is recognized that multiple Vendors may wish to combine their resources in responding to this Request for Proposal. A Proposal with such a combination is acceptable, provided that the complete Proposal contains all required information, and indicates which Vendor shall be responsible for each of the components that make up the complete system. In addition, one of the Vendors shall be designated as responsible for the complete definition, delivery, integration, implementation, and maintenance of the system, referred to as the prime vendor.

Bidders must warrant to the City that software specifications, capabilities, and performance characteristics are as stated in the proposal and accompanying documentation. Submission of a Proposal will represent your agreement to these conditions.

**Litigation/Jurisdiction/Venue.** Should either party bring any legal or equitable action, the prevailing party in such action shall recover, in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court. Any and all such court action shall take place and be vested solely in the State of Texas.

**Payment.** The City will pay invoices submitted by the selected vendor as progress is made on the implementation project and agreed upon service stipulated in the final agreement. Prior to payment, invoices will be reviewed to determine if billing is reflective of actual agreed upon project progression and performance. Upon acceptance of the billing by the City's Project Manager, the payment will be processed and submitted to the vendor. Payment terms must adhere to the State of Texas codes and regulations.

**Satisfaction of the City Attorney.** The acceptance and subsequent award of a submitted proposal shall be at the review and satisfaction of the City Attorney and the City Manager.

**Choice of Laws.** The contact/agreement shall be subject to and interpreted pursuant to the laws of the State of Texas.

**Warranties.** All warranties must be clear, concise and in writing. Warranties shall cover all individual modules, supplied or created interfaces, and any ancillary product that is purchased from the awarded vendor. In addition, the awarded vendor will warrant and guarantee the seamless integration and interface of modules proposed herein. Bidders must warrant to the City that software specifications, capabilities, and performance characteristics are as stated in the proposal and accompanying documentation. Submission of a Proposal will represent your agreement to these conditions.

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**Section 8–APPENDICES: VENDOR BID RESPONSE FORMS**

***APPENDIX A: GENERAL INFORMATION AND OVERVIEW***

Please see Section 1 – Overview Page 9

***APPENDIX B: VENDOR BID***

Please see Section 3 – Pricing Pages 24 - 27

***APPENDIX C: USER REFERENCE LIST***

Please see Section 6 – Other Information Customer List Pages 32 – 40.

***SUBSCRIPTION PRICING – RECURRING ANNUAL***

General Ledger	\$2,750.00
Accounts Payable	2,250.00
Payroll	3,000.00
Distributed Time Entry	1,000.00
Utility Billing	3,500.00
Service Orders	1,250.00
Municipal Court	2,750.00
Cash Receipting	750.00
Building Permits	2,250.00
Code Enforcement	1,750.00
Secure Signatures	1,000.00
Online Payments - BP MC UB	1,125.00
Contractor Online Permit Review	500.00
Contractor Online Inspection Request	250.00
Contractor Inspection Notifications	500.00
<b>Total Subscriptions</b>	<b><u>\$24,625.00</u></b>

***SERVICES – INITIAL YEAR ONLY***

Training - Remote	
- General Ledger	\$1,750.00
- Accounts Payable	1,250.00
- Payroll	2,000.00
- Distributed Time Entry	500.00
- Utility Billing	2,500.00
- Service Orders	1,000.00
- Municipal Court	1,500.00
- Cash Receipting	750.00
- Building Permits	1,500.00
- Code Enforcement	1,250.00
- Secure Signatures	500.00
- Online Payments	500.00
Data Conversion	
- General Ledger	2,000.00
- Accounts Payable	1,000.00
- Payroll	2,000.00
- Utility Billing	2,500.00
- Municipal Court	2,000.00
Online Payment Design/Configuration	1,000.00
Data Center Setup/Configuration	250.00
Data Back Setup/Configuration	250.00
Project Management	750.00
<b>Total Services</b>	<b><u>\$26,750.00</u></b>

\*\*Pricing valid through July 31, 2018\*\*

## AGENDA ITEM REPORT

### Item 7

Meeting Date: February 12, 2018

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted By: John R. Dean Jr., CM

Amount: \$N/A

Reviewed By:  City Manager  City Secretary  City Attorney

Accountant

Other:

#### Attachments:

1. Resolution R2018-09
2. Resolution R09-009

#### Agenda Item / Topic:

ITEM 7. *DISCUSSION/ACTION* – Consideration of and action on Resolution R2018-09 of the City Council of the City of Ovilla, Texas, repealing Resolution R09-009, and providing an effective date.

#### Discussion / Justification:

##### BACKGROUND/HISTORY:

Staff was directed to bring the attached Resolutions for Council's review.

#### Recommendation / Staff Comments:

N/A

#### Sample Motion(s):

I move to approve/deny Resolution R2018-09 of the City Council of the City of Ovilla, Texas, repealing Resolution R09-009, and providing an effective date.

## RESOLUTION NO. R2018-09

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, REPEALING RESOLNTION NO. 09-009; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on June 22, 2009, the City Council of the City of Ovilla passed and approved Resolution No. 09-009, pursuant to Section 21.003 of the Texas Local Government Code, thereby authorizing members of the City Council to serve as volunteers for the City in areas relating to the protection of public health, safety and welfare, including the City's Public Works Department, Police Department and Fire Department, in accordance with certain requirements; and

WHEREAS, the City Council finds and determines that it is in the best interest of efficient local governance, and in the best interest of the citizens of the City of Ovilla, to repeal Resolution No. 09-009 and thereby rescind the authorization of Council Members to serve as volunteers for the City.

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

Section 1. Resolution No. 09-009 is hereby repealed in its entirety.

Section 2. This Resolution shall take effect immediately upon the passage and approval of same.

RESOLVED, PASSED, and APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2018.

---

Richard Dormier, Mayor

ATTEST:

---

Pam Woodall, City Secretary

**RESOLUTION 09-009****A RESOLUTION REPEALING RESOLUTION 09-001 IN ITS ENTIRETY AND AUTHORIZING THE MAYOR AND MEMBERS OF THE CITY COUNCIL TO SERVE AS VOLUNTEERS OF THE CITY IN VARIOUS CAPACITIES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 21.003 of the Texas Local Government Code provides that a governing body of a municipality may adopt a resolution authorizing a member of the governing body to serve as a volunteer for an organization that protects the health, safety, or welfare of the municipality, even if it is funded in whole or part by the City; and

**WHEREAS**, in the past, the City has been well served by the volunteer efforts of the members of the City Council in various capacities for various departments throughout the City and recognizing the benefits of such service, the City Council wishes to continue to allow its member to volunteer to perform services for the City in addition to serving as a member of the City Council;

**WHEREAS**, on January 12, 2009 the City Council passed Resolution 09-001 authorizing the Mayor and members of the City Council to serve as volunteers of the City with certain limitations relating to code enforcement authority, rank, supervisory authority, compensation and/or reimbursement for services other than on the City Council. Additionally, Resolution 09-001 stated it shall be reviewed by the City Council beginning October 1, 2009 and on October 1 of each year thereafter.

**WHEREAS**, the City Council has further decided that in the best interest of the city, staff and City Council, certain restrictions are not necessary and hereby repeal Resolution 09-001 in its entirety:

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

**Section 1.**

The City Council authorizes member(s) of the City Council to serve as volunteers for the City in such areas as to protect the health, safety, and welfare of the citizens of Ovilla, including administration, public works department, police department, and the fire department, subject to the following requirements:

The Council volunteer shall have no vote as a volunteer within the department and no compensation. Further, the Council volunteer must complete all applicable application forms and follow the Volunteer Program Guidelines, be approved by the administrator, chief or department head, and the City Council. Additionally, the Council may revoke volunteer status of an individual Council member as the Council may determine appropriate.

**Section 2.**

A Volunteer Program Guideline and Application is adopted and attached to this Resolution 9-009.

**Section 3.**

This Resolution shall become effective after its passage and adoption by the City Council.

**PASSED AND APPROVED THIS 22th DAY OF JUNE 2009.**



**BILL VANSYCKLE, MAYOR**

ATTEST:



**PAMELA HIGGINS, CITY SECRETARY**

# **CITY OF OVILLA**

## **Volunteer Program Guidelines**



### **Goal:**

The goal of The City of Ovilla Volunteer Program is to provide city employees with assistance in performing their day to day duties as well as special projects that may arise from time to time. A volunteer should work together with city employees to accomplish a joint goal and to meet the needs and objectives of the City.

### **How to Become a Volunteer:**

A volunteer **must** be at least 18 years of age. Volunteers **cannot** have any felony convictions; no Class A or B misdemeanors convictions in the last five years and no convictions in the last 10 years for Driving While Intoxicated.

### **Assignments:**

An approved volunteer may be given any task that the supervisor deems necessary and which they are willing to perform. Volunteers may not drive City vehicles.

### **Chain of Command:**

Volunteers report to the supervisor to which they are assigned. They should direct all questions, problems or concerns to that supervisor. The supervisor, in turn, will contact the City Administrator as needed. The Chain of Command is as follows:

Volunteer  
Supervisor  
City Administrator

### **Hours:**

The maximum number of hours that a volunteer may work will be limited to 18 hours a week. The only exception to this is if a volunteer is assigned a special project that may temporarily require more hours. Time sheets are required to be completed and submitted to the volunteer's Supervisor each time a volunteer works.

If a volunteer is not providing a useful service, is not performing the duties they have been assigned, is distracting to paid city employees or a detriment to the operations of the City, appropriate action will be taken up to and including dismissing the volunteer.

**Inappropriate Behavior:**

If a volunteer is acting inappropriately or unlawfully, the volunteer will be dismissed immediately. Volunteers are expected to comply with all rules and regulations applicable to City employees assigned the same duties and responsibilities. Volunteers are expected to follow all City Codes of Conduct.

**Security, Phones, Computers and Public Contact:**

All contact with the public must be conducted in a highly professional manner at all times, volunteers are urged to remember that they represent the City of Ovilla.

Code numbers for entering the building will not be provided. The volunteer will work during office hours and will enter the building through the front door.

Proper telephone courtesy and etiquette must be observed at all times. If a volunteer is assigned to phone duties and a question arises for which they do not know the answer, the volunteer must advise the caller that they will find the correct answer and return their call. **Do not guess**, ask the person in charge of that department to help you and then make sure that the call is returned.

No volunteer should use the computer system without authorization from the person in charge of that department.

**Termination:**

When a Volunteer is working for the City they will adhere to the Supervisor's direction and all City policies. Volunteers may be asked to discontinue their services at the discretion of the Supervisor or City Administrator without reason or explanation.

**I HAVE READ AND RECEIVED A COPY OF THESE VOLUNTEER GUIDELINES. I AGREE TO COMPLY WITH THESE GUIDELINES AT ALL TIMES WHEN VOLUNTEERING FOR OR REPRESENTING THE CITY OF OVILLA.**

---

**Volunteer****Date:** \_\_\_\_\_

---

**Randy Whiteman  
City Administrator/Witness**



## OVILLA VOLUNTEER PROGRAM GUIDELINE AGREEMENT

I, \_\_\_\_\_, have received, read and accept the guidelines of the  
(Print Name of Volunteer)

Ovilla Volunteer Program.

The hours I would like to work are \_\_\_\_\_ to \_\_\_\_\_.

The days I would like to work are: \_\_\_\_\_.

I HAVE RECEIVED A COPY OF AND THOROUGHLY READ THE CITY OF OVILLA VOLUNTEER PROGRAM GUIDELINES. ADDITIONALLY, I ACCEPT AND WILL ADHERE TO THESE GUIDELINES WHILE A PARTICIPANT IN THE CITY OF OVILLA VOLUNTEER PROGRAM. I UNDERSTAND THAT A CRIMINAL BACKGROUND CHECK WILL BE PERFORMED, AND MUST BE ACCEPTABLE BEFORE I AM ALLOWED TO PARTICIPATE AS A VOLUNTEER. I AGREE TO SUCH A CHECK AND WILLINGLY PROVIDE MY BIRTH DATE IN ORDER TO MAKE IT POSSIBLE.

DATE OF BIRTH: \_\_\_\_\_

SIGNATURE

**OFFICE USE ONLY**

Volunteer Assigned to Department \_\_\_\_\_

Department Head/Supervisor \_\_\_\_\_

City Administrator Approval \_\_\_\_\_

Date \_\_\_\_\_

*City of Ovilla Council Volunteer Application Form*

## PERSONAL

Name, Address and Phone	
Council Place	Driver's License Number
Email address	Cell Phone

**In Case of Emergency Contact:**

Department or Activity where you would like to volunteer

### To Be Completed By City

Department Approval	Circle one	Dept Head Signature
Yes or No		
Council Approval	Circle one	Council Meeting Date
Yes or No		

I HEREBY CERTIFY THAT THE ANSWERS AND OTHER INFORMATION ON THIS APPLICATION ARE TRUE AND CORRECT AND THAT I UNDERSTAND ANY MISREPRESENTATION OR OMISSION OF FACTS ON MY PART WILL BE JUSTIFICATION FOR SEPARATION FROM VOLUNTEERING. I UNDERSTAND THAT MY ACCEPTANCE MAY BE CONTINGENT UPON BACKGROUND INVESTIGATION.

DATE

## SIGNATURE



## AGENDA ITEM REPORT

### Item 8

Meeting Date: February 12, 2018

Discussion  Action

Submitted By: John R. Dean Jr., CM

Reviewed By:  City Manager  City Secretary  City Attorney

Accountant

Other:

Department: Administration

Budgeted Expense:  YES  NO  N/A

Amount: N/A

#### Attachments:

1. Approved Rules of Governance
2. Rules of Governance (Redline Version)

#### Agenda Item / Topic:

ITEM 8. **DISCUSSION/ACTION** – Consideration of and action on review and revision of the Council Rules of Governance and direct staff to return with an amended Council Rules of Governance and resolution for adoption.

#### Discussion / Justification:

Staff conducted a review of the rules of Governance. The staff found several minor items in need of consideration for change.

- The rules list multiple monthly regular meetings. City Council only meets regularly once a month.
- The rules define that the Mayor “prepares” the agenda. Currently the City Secretary prepares the agenda with direction from the City Manager and review/approval of the Mayor.
- There are a few grammatical errors such as a wrong word used.
- Administrator instead of Manager is used several places regarding the City Manager.
- The rules specify that regular City Council meetings will be held at the specific City hall address. I believe this should be the norm, but it does not allow for flexibility if something happens and the building cannot be used for a regularly scheduled meeting.

Additionally, the below listed is a previous section from the original version of the Rules of Governance that was removed during a revision and is being brought back for Council's consideration to add. This is the current practice.

#### 7.1 Agendas:

- The Mayor, working with the City Administrator, will determine what items of business shall come before Council. Items for each Council meeting agenda shall be added one of the three ways listed below. An item not appearing on the agenda shall not be taken up for discussion during a meeting.
  1. Any Council Member may ask the Mayor to place an item on the agenda;
  2. Any item shall be placed on the agenda at the request of three or more Council Members. The Council Members requesting the agenda item shall be responsible for the presentation of that item during the meeting. Any staff assistance should be requested through the City Secretary's office; or

3. Any Member of city staff wishing to place an item on the agenda shall submit that item to the City Administrator's office for approval. The City Administrator may establish procedures for submission of items to Mayor.

- The agenda packets for all Regular Meetings will be delivered by staff three (3) full days before the regular meeting.

The City Secretary's office is responsible for seeing that notices for all meetings of the Council comply with the Open Meetings Law.

**Recommendation / Staff Comments:**

Staff recommends considering the changes and directing staff to bring back to Council for adoption at a future meeting.

**Sample Motion(s):**

I move to direct staff to return with an amended Council Rules of Governance and Resolution to adopt.

## **Policy on Governance Process and Rules of Procedure**

For Members of Ovilla City Council, Boards and Commissions

Adopted by the Ovilla City Council

### **MODEL OF EXCELLENCE**

#### **Ovilla City Council, Boards and Commissions**

#### **MEMBER STATEMENT**

As a Member of the Ovilla City Council, Mayor, Board or Commission, I do hereby agree to uphold and abide by the Code of Ethics for elected and appointed officials, adopted by the City and conduct myself by the following model of excellence.

*I will:*

*Recognize the worth of individual Members and appreciate their individual talents, perspectives and contributions;*

*Help create an atmosphere of respect and civility where individual Members, City staff and the public are free to express their ideas and work to their full potential;*

*Conduct my personal and public affairs with honesty, integrity, fairness and respect for others;*

*Respect the dignity and privacy of individuals and organizations;*

*Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;*

*Avoid and discourage conduct which is divisive or harmful to the best interest of Ovilla; and*

*Treat all people with whom I come in contact in the way I wish to be treated.*

*I affirm that I have read and understood the City of Ovilla Code of Ethics.*

*Name:* \_\_\_\_\_ *(print)*

*Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Office Held:* \_\_\_\_\_

## Rules of Procedure for the Mayor and City Council of Ovilla

### Authority, applicability:

- (a) Pursuant to the provisions of the constitution and laws of the state, the Mayor and City Council hereby enacts these rules of procedure for all meetings of the City Council.
- (b) During any meeting, a reasonable opportunity shall be given for citizens to be heard under these rules. The rules of procedure are enacted as guidelines to be followed by all persons in the Council Chamber. The citizen participation portion of the rules will be posted in the Council Chamber Room for review by the public.

### General Rules:

- (a) **Meetings to be public.** All official meetings of the Mayor and City Council, except executive meetings or sessions permitted by the Texas Open Meetings Law, and all sessions of a committee of the Council shall be open to the public.
- (b) **Quorum.** The required quorum for City Council meetings shall be determined in accordance with State law.
- (c) **Attendance of the Mayor and Council Members.** Pursuant to Section 22.041(b) of the Texas Local Government Code, no Member shall be excused from attendance at a City Council meeting except on account of his/her own sickness or that of his/her family. The Mayor and any Member of the City Council absent for three (3) regular consecutive meetings of the City Council, unless prevented by sickness, without first obtaining a leave of absence at a regular meeting, shall be deemed to have vacated his/her office.
- (d) **Misconduct.** The Mayor and City Council may punish its own Members for disorderly conduct in accordance with State law.
- (e) **Minutes of meetings.** An account of all proceedings of the City Council shall be kept by the City Secretary and shall be entered in a book constituting the official records of the City Council.
- (f) **Questions to contain one subject.** All questions submitted for a vote shall contain only one (1) subject. If two (2) or more points are involved, any Member may require a division, if the questions reasonably admit a division.

(g) **Right of floor.** The Mayor and any Member desiring to speak shall confine his/her remarks to the subject under consideration or to be considered. No Member shall be allowed to speak more than once on any one subject until every Member wishing to speak shall have spoken.

(h) **Duties of City Attorney.** The attorney for the city, or the acting attorney for the city, shall be available upon request for all meetings of the City Council unless excused and shall, upon request, give an opinion, either written or oral, on questions of law.

(i) **Duties of City Secretary.** The city secretary, or acting city secretary, shall attend all meetings of the city council unless excused, and shall keep the official minutes and perform such other duties as are required by statute and as may be requested by the Mayor and City Council. The city secretary reports to the Mayor and Council directly.

(j) **Duties of City officers and employees.** Any officer or employee of the city, when requested by the Mayor, shall attend any meeting of the City Council. If requested to do so by the Mayor, they shall present information relating to matters before the City Council.

(k) **Rules or order.** These rules govern the proceedings of the Mayor and Ovilla City Council in all cases, except that, where these rules are silent, the most recent edition of the Texas Municipal League Handbook for General Law Cities as they pertain to a Type-A General Law City shall govern.

(l) **Suspension of rules.** Any provision of these rules not governed by the United States and Texas Constitutions and laws of the State of Texas may be temporarily suspended by the affirmative vote of two-third (2/3) of the City Council Members present. The vote on any such suspension shall be taken by ayes and nays and entered in the minutes of the City Council.

(m) **Amendment of rules.** These rules may be amended, or new rules adopted, by the affirmative vote of two-thirds (2/3) of the City Council Members present, provided that the proposed amendments or new rules shall have been introduced before the City Council at a prior City Council meeting.

### **Conduct and Decorum**

**(a) Council Members.**

(1) During City Council meetings, the Mayor and City Council Members shall preserve order and decorum and shall neither by conversation or by otherwise delay or interrupt the proceedings nor refuse to obey the orders of the Mayor (or chairman) or the rules of the City Council.

(2) A councilperson, once recognized, shall not be interrupted while speaking

unless called to order by the mayor (or chairman), unless a point of order is raised by another Member or unless the speaker chooses to yield to questions from another Member. If a councilperson is called to order while her/she is speaking, he/she shall cease speaking immediately until the question of order is determined. If ruled to be in order, he/she shall be permitted to proceed. If ruled not to be in order, her/she shall remain silent or shall alter his/her remarks so as to comply with rules of the City Council. Point of order - a question as to whether the current procedures are allowed by parliamentary procedure. Must assert a rule of procedure is being violated.

**(b) Administrative staff.**

- (1)** Members of the administrative staff and employees of the city shall observe the same rules of procedure and decorum applicable to the Mayor and Members of the City Council and shall have no voice unless and until recognized by the chair.
- (2)** The presiding officer shall have the authority to preserve decorum in meetings so far as Members, citizens and City employees are concerned and shall take such disciplinary action as may be necessary to insure that such decorum is preserved at all times by city employees in City Council meetings.
- (3)** All remarks and questions addressed to the Mayor and City Council shall be addressed to the City Council as a whole and not to any individual Member thereof.
- (4)** No staff Member, other than a staff Member having the floor, shall enter into any discussion either directly or indirectly without permission of the presiding officer.

**(c) Citizens.**

- (1)** Citizens are welcome and invited to attend all meetings of the City Council and shall be admitted to the council chamber in compliance with fire safety capacity of the room.
- (2)** All Citizens shall refrain from private conversations in the chamber while the City Council is in session.
- (3)** Citizens attending City Council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to the administrative

staff. Any person making personal, impertinent, or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting shall be removed from the room if the sergeant-at-arms is so directed by the presiding officer, and such person shall be barred from further audience before the City Council during that session of the City Council.

- (4) Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted by the presiding officer, who shall direct the sergeant-at-arms to remove such offenders from the room. In case the presiding officer shall fail to act, any other Member of the City Council may move to require him or her to enforce the rules, and the affirmative vote of three (3) Members of the City Council shall require the presiding officer to act.
- (5) No placards, banners or signs of any kind shall be permitted in the council chamber except exhibits, displays and visual aids used in connection with presentations to the City Council, provided that such exhibits, displays and visual aids do not disrupt the meeting.
- (6) Enforcement. The chief of police and/or designee of the police department shall act as sergeant-at-arms for the City Council, and shall furnish whatever assistance is needed to enforce the rules of decorum herein established.

#### **Meetings generally; types of meetings**

- (a) **Regular meetings.** The City Council shall meet on the second and fourth Monday of each month or any other times set by the City Council, unless postponed or cancelled for valid reasons. All regular meetings of the City Council shall be held at the City Hall at 105 S. Cockrell Hill Road, Ovilla, Texas.
- (b) **Special, Workshop and Emergency meetings.** Special, workshop and emergency meetings may be called as provided by State law.
- (c) **Public hearings.**
  - (1) All meetings shall be held in full compliance with the provisions of state law and ordinances of the city. Any party in interest may appear in their own behalf or be represented by counsel or agent.
  - (2) The City Secretary shall set public hearing date(s) for the Mayor and City

Council when required by State law and /or as requested, be responsible for timely advertising in the official newspaper, and notify interested parties according to requirements of the City Council.

**(d) Conducting public hearings.**

**(1)** The Mayor shall call each agenda item in such order as to be in accord with the hearing time specified in the notice of public hearing.

**(2)** The mayor shall open the Public Hearing and call the time.

**(3)** The Mayor shall next call on the staff for a factual summary and presentation relative to the proposal and shall afford the staff an opportunity to call to the attention of the City Council any additional pertinent communications.

**(4)** The mayor shall then recognize individual persons present who wish to speak in support of any proposal or agenda item.

**(5)** Then recognize individual persons in the audience who wish to voice opposition to any proposal or agenda item.

**(6)** The applicant or their representative may give a brief rebuttal statement. Whenever necessary, the Mayor shall direct that all remarks shall be germane to the proposal or agenda item. The City Council may direct questions to any speaker in order to clarify statements and facts presented.

**(7)** The mayor shall then declare the public hearing closed as to that proposal and give time of closing.

**(e) Motions.**

**(1)** A motion shall be made by any Member, other than the presiding officer.

**(2)** Except as provided by State law, a motion to approve any matter before the City Council or to recommend approval of any request requiring City Council action shall require a majority of favorable votes of the Members present. When fewer than all Members are present for the voting and when all motions to recommend on a give application fail to carry by two (2) votes, consideration of the application shall be continued to the next regular meeting upon motion carried by a majority of those present. No request or application shall be continued under this rule beyond the next regular meeting. Failure of the City Council to secure a majority of concurring votes to approve or recommend approval at said next regular meeting shall be recorded in the minutes as a denial

of the proposal under the rule.

**(f) Disqualification from voting.**

**(1)** Previous to the hearing, a Member shall file the required affidavit and disqualify themselves from voting whenever her/she finds that he/she or his/her family have a substantial interest in the proposal under discussion, or if the Member finds he/she or his/her family shall be directly affected by the decision of the City Council, in accordance with State law. Affidavits required may be obtained from the city secretary.

**(2)** The Mayor or a Member shall disqualify themselves from voting whenever any applicant, or his/her agent, has sought to illegally influence the vote of the Member concerning his/her application.

**(g) Executive meetings.** The Mayor and City Council may meet in an executive meeting or sessions as permitted by the Texas Open Meetings Act. The City Secretary or City Administrator shall attend the executive meetings upon request of the Mayor or City Council.

**(h) Recessed meetings.** Any meeting of the Council may be recessed to a later time, provided that no recess shall be for a longer period than until the next regular meeting.

**(i) Notice of meetings.** The agenda for all meetings shall be posted by the City Secretary on the bulletin board outside city hall, and notice of all meetings shall be given by the City Secretary pursuant to the requirements of the Texas Open Meetings Act.

**Duties of chairman and other officials.**

**(a) Chairman.** The Mayor, or in his/her absence the Mayor Pro-Tem, shall preside as chairman at all meetings of the City Council. In the absence of both the Mayor and Mayor Pro-Tem, the City Council shall elect a temporary chairman.

**(b) Budget officer.** The City Accountant under the direction of the City Administrator shall serve as budget officer for the city and have the responsibility to prepare the annual budget for review and approval by the City Council.

**(c) Call to order.** The meetings of the City Council shall be called to order by the Mayor or in his/her absence by the Mayor Pro-Tem. In the absence of both the Mayor and the Mayor Pro-Tem, the meeting shall be called to order by the City Secretary, and a temporary chairman shall be elected as provided in subsection (a).

**(d) Preservation of order.** The chairman shall preserve order and decorum and confine

Members in debate to the question under discussion. The chairman shall call upon the sergeant-at-arms as necessary to enforce compliance with the rules contained herein.

(e) **Determination of points of order.** The Mayor/chairman shall determine all points of order, subject to the right of any councilperson to appeal to the City Council. If an appeal is taken, the question shall be "Shall the decision of the chairman be sustained?" If a majority of the Members present vote "No", the ruling of the chair is overruled; otherwise, it is sustained. Point of order - Mayor decides if appealed - point of order goes to Council for majority vote.

(f) **Questions to be stated; announcement of results.** The chairman shall state all questions submitted for a vote and announce the results. A roll call vote shall be taken upon the request of any Member, and upon the passage of all ordinances and resolutions.

(g) **Substitute for chairman.** The chairman may call any other Member to take his/her place in the chair, and such substitution shall not continue beyond adjournment.

(h) **Call for recess.** The chairman may call for a recess of up to fifteen (15) minutes at regular intervals of approximately up to one hour at appropriate points in the meeting agenda, or if requested by any two (2) Members.

#### **Order of business; presentation to Council**

(a) **Agenda.** The order of business of each meeting shall be as contained in the agenda prepared by the Mayor. The agenda shall be a listing by topic or subjects to be discussed and considered by the City Council. Conduct of business at special meetings shall be likewise governed by an agenda and rules of procedure contained herein.

(b) **Presentations by the Mayor and Members of Council.** The agenda shall provide a time when the Mayor or any Councilperson shall bring before the City Council any business that he/she feels should be deliberated upon by the City Council. The Mayor and Council may request future agenda items for consideration.

(c) **Open forum.** An opportunity shall be provided for any person in attendance to address the council regarding any item not on the agenda. These matters need not be specifically listed on the agenda, but discussion and formal action on such matters shall be deferred until a subsequent City Council meeting.

(d) **Time limit.** Speakers before the City Council shall limit their remarks to three (3) minutes or less, except as provided by the Chairman.

(e) **Oral presentations by City Secretary.** Matters requiring the Mayor's or City Council's attention or action, which may have developed since the deadline for delivery of the written

communication to the Mayor or Council, may be presented orally by the City Secretary. If formal City Council action on a subject is required, such action may be taken provided the provisions of the Texas Open Meetings Law have been satisfied.

### **Ordinances, Resolutions and Motions**

- (a) Form of ordinances and resolutions.** All ordinances and resolutions shall be presented to the City Council in printed or typewritten form. The City Council may, by proper motion, amend any ordinance or resolution presented to it as long as it is clear in the motion what amendments/changes are being made and it is understood by all that the final product will contain those amendment/changes.
- (b) Distribution of ordinances and resolutions.** The City Secretary shall prepare copies of all proposed ordinances and resolutions for distribution to all Members of the City Council at the meeting at which the ordinance or resolution is to be introduced, or at such earlier time as is expedient.
- (c) Recording of votes.** The ayes and nays shall be taken upon the passage of all ordinances and resolutions and the vote of each Member shall be recorded in the minutes.
- (d) Majority vote required.** An affirmative vote of three (3) Members is necessary to repeal any ordinance or take any official action in the name of the city except as otherwise provided by the laws of the state.
- (e) Addressing council on question of personal privilege.** The right of a Member to address the City Council on a question of personal privilege shall be limited to cases in which his/her integrity, character, or motive as assailed, questioned or impugned.
- (f) Dissents and protests.** Any Member shall have the right to express dissent from or protest against any ordinance or resolution of the City Council and have the reason therefore entered upon the minutes. Such dissent to protest shall be filed in writing and presented to the City Council no later than the next regular meeting following the date of passage of the ordinance or resolution objected to.
- (g) Voting required; excuse from voting.** No Member shall be excused from voting except for lack of information and except on matters involving the consideration of her/her own official conduct, or where his/her personal interest are involved, and in these instances her/she shall abstain. Any Member prohibited from voting by State law shall file an affidavit with the City Secretary and announce at the commencement of consideration of the matter and shall remove themselves from the Council Chamber Room until deliberations are concluded on that matter. The Member having briefly stated the reason for his/her request, the excuse from voting shall be made without debate.

(h) **Order of precedence of motions.**

(1) **The following motions shall have priority in the order indicated:**

- (A) Adjourn (when unqualified), and is not debatable and may not be amended;
- (B) Take a recess (when privileged);
- (C) Raise a question of privilege - An urgent motion which seeks an immediate ruling on an alleged violation of rights or privileges of Members;
- (D) Lay on the table - to postpone and defer final disposition;
- (E) Previous question (2/3 vote of those present required);
- (F) Limit or extend limits or debate (2/3 vote of those present required);
- (G) Postpone to a certain time;
- (H) Commit or refer;
- (I) Amend;
- (J) Postpone indefinitely;
- (K) Main motion.

(2) **The first two (2) motions are not always privileged.** To adjourn shall lose its privileged character and be the main motion if in any way qualified. To take a recess shall be privileged only when other business is pending.

(3) **A motion to adjourn is not in order:**

- (A) When repeated without intervening business or discussion;
- (B) When made as an interruption of a Member while speaking;
- (C) While a vote is being taken.

(I) **Motion to reconsider action.** A motion to reconsider any action of the City Council can be made not later than the next succeeding official meeting of the City Council. Such a motion

can only be made by a Member who voted with the majority. It can be seconded by any Member. No question shall be twice reconsidered, except by unanimous consent of the City Council, except that action relating to any contract may be reconsidered at any time before the final execution thereof.

(j) **Moving the previous question.** When the previous question is recognized, moved and seconded, it shall be put with the phrase "Call for the question", or simply saying "question". There shall then be no further amendment or debate, but pending amendments shall be put in their order before the main question. If the motion for the previous question is lost, the main question remains before the council. An affirmative vote of three-fifths (3/5) of the City Council shall be required to move the previous question. To demand the previous question is equivalent in effect to moving "that debate now cease, and the City Council immediately proceed to vote on the pending motion.

(k) **Withdrawal of motions.** A motion may be withdrawn or modified by its mover without asking permission until the motion has been stated by the chairman. If the mover modifies his/her motion, the seconder may withdraw his/her second. After the question has been stated, the mover shall neither withdraw it nor modify it without the consent of the City Council.

(l) **Amendments.** When a motion is on the floor and an amendment is offered, the amendment should be acted upon prior to acting on the main motion. No motion of a subject different from that under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.

(m) **Approval of appropriations.** Before formal approval by the City Council of motions providing for appropriation of money, information must be presented to the City Council showing the purpose of the appropriation. In addition, before finally acting on such an appropriation, the City Council shall obtain a report from the city accountant as to the availability of funds and his/her recommendations as to the desirability of the appropriation.

(n) **Transfer of appropriations.** At the request of the City Accountant and the City Administrator.

#### **Committees, Boards and Commissions**

(a) **Council committees.** The City Council may, as needed, authorize the appointment of ad hoc council committees. Any committee so created shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority vote of the City Council.

(b) **Citizen boards, commissions and committees.** The Mayor and City Council may create other committees, boards, and commissions to assist in the conduct of the operation of the city government with such duties as the Mayor and City Council may specify not inconsistent with the laws of the state. Any committees, boards, or commissions so created shall cease to exist upon the accomplishment of the special purpose for which it was created, or when abolished by a majority of the vote of the City Council. No committee so appointed shall have powers other than advisory to the Mayor and City Council, except as otherwise specified by the laws of the State of Texas or the City of Ovilla Code of Ordinances.

(1) Initial appointments to any board, commission, and committee shall be determined in one-year or two-year terms for said established board, commissions or committee. Terms shall commence on the first day of July of each year and end on June 30<sup>th</sup> of each year.

(2) Vacancies created or occurring shall be filled by the Mayor and City Council for the unexpired term of the board, commission or committee Member.

(3) Each board, commission, or committee shall establish rules of procedures for operation and submit said procedures to the Mayor and City Council for final approval.

(4) Each board, commission, or committee shall prepare and submit a proposed budget (if applicable) each year to the Mayor and City Council for their consideration.

(5) The chairperson of each board, commission, or committee shall report to the Mayor and City Council upon request and prepare and present an annual report.

(6) The policy of the Mayor and City Council is that members of the various city boards, commissions, and committees be removed from office for lack of attendance at the various meetings of the boards, commissions, and committees. Members may be removed on the following basis:

(A) **Regular meetings.** Members may be removed from office for three (3) consecutive unexcused absences during the course of one year and/or lack of attendance at twenty-five percent (25%) of the number of regular meetings in the year.

(B) **Special called meetings.** Members may be removed from office for lack of attendance at fifty percent (50%) of the number of special called meetings in one year.

**(C)** An unexcused absence is defined as an absence for which no advance notification is given and/or as determined by the affected board, commission, or committee.

**(D)** Members may be removed from office for lack of completing mandatory course completion as required by the State of Texas Office of the Attorney General or other state statute.

**(E)** Members are required to return all City issued materials; code books, maps, and/or keys immediately upon leaving office.

## Rules of Procedure for the Mayor and City Council of Ovilla

### Policy on Governance Process and Rules of Procedure

For Members of Ovilla City Council, Boards  
and Commissions Adopted by the Ovilla City  
Council

### MODEL OF EXCELLENCE Ovilla City Council, Boards and Commissions MEMBER STATEMENT

As a Member of the Ovilla City Council, Mayor, Board or Commission, I do hereby agree to uphold and abide by the Code of Ethics for elected and appointed officials, adopted by the City and conduct myself by the following model of excellence.

*I will:*

*Recognize the worth of individual Members and appreciate their individual talents, perspectives and contributions;*

||

||

*Help create an atmosphere of respect and civility where individual Members, City staff and the public are free to express their ideas and work to their full potential;  
Respect the dignity and privacy of individuals and organizations;*

||

||

*Conduct my personal and public affairs with honesty, integrity, fairness and respect for others; Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;*

||

||

*Avoid and discourage conduct which is divisive or harmful to the best interest of Ovilla; and*

||

||

*Treat all people with whom I come in contact in the way I wish to be treated.*

*I affirm that I have read and understood the City of Ovilla Code of Ethics.*

Name: \_\_\_\_\_ {print}

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

Office Held: \_\_\_\_\_

## **Rules of Procedure for the Mayor and City Council of Ovilla**

### **Authority, applicability:**

- (a) Pursuant to the provisions of the constitution and laws of the state, the Mayor and City Council hereby enacts these rules of procedure for all meetings of the City Council.
- (b) During any meeting, a reasonable opportunity shall be given for citizens to be heard under these rules. The rules of procedure are enacted as guidelines to be followed by all persons in the Council Chamber. The citizen participation portion of the rules will be posted in the Council Chamber Room for review by the public.

### **General Rules:**

- (a) Meetings to be public. All official meetings of the Mayor and City Council, except executive meetings or sessions permitted by the Texas Open Meetings Law, and all sessions of a committee of the Council shall be open to the public.
- (b) Quorum. The required quorum for City Council meetings shall be determined in accordance with State law.
- (c) Attendance of the Mayor and Council Members. Pursuant to Section 22.041(b) of the Texas Local Government Code, no Member shall be excused from attendance at a City Council meeting except on account of his/her own sickness or that of his/her family. The Mayor and any Member of the City Council absent for three (3) regular consecutive meetings of the City Council, unless prevented by sickness, without first obtaining a leave of absence at a regular meeting, shall be deemed to have vacated his/her office.
- (d) Misconduct. The Mayor and City Council may punish its own Members for disorderly conduct in accordance with State law.
- (e) Minutes of meetings. An account of all proceedings of the City Council shall be kept by the City Secretary and shall be entered in a book constituting the official records of the City Council.
- (f) Questions to contain one subject. All questions submitted for a vote shall contain only one (1) subject. If two (2) or more points are involved, any Member may require a division, if the questions reasonably admit a division.
- (g) Right of floor. The Mayor and any Member desiring to speak shall confine his/her remarks to the subject under consideration or to be considered. No Member shall be allowed to speak more than once on any one subject until every Member wishing to speak shall have spoken.

## **Rules of Procedure for the Mayor and City Council of Ovilla**

**(h)** Duties of City Attorney. The attorney for the city, or the acting attorney for the city, shall be available upon request for all meetings of the City Council unless excused and shall, upon request, give an opinion, either written or oral, on questions of law.

**(i)** Duties of City Secretary. The city secretary, or acting city secretary, shall attend all meetings of the city council unless excused, and shall keep the official minutes and perform such other duties as are required by statute and as may be requested by the Mayor and City Council. The city secretary reports to the Mayor and Council directly.

**(j)** Duties of City officers and employees. Any officer or employee of the city, when requested by the Mayor, shall attend any meeting of the City Council. If requested to do so by the Mayor, they shall present information relating to matters before the City Council.

**(k)** Rules or order. These rules govern the proceedings of the Mayor and Ovilla City Council in all cases, except that, where these rules are silent, the most recent edition of the Texas Municipal League Handbook for General Law Cities as they pertain to a Type-A General Law City shall govern.

**(l)** Suspension of rules. Any provision of these rules not governed by the United States and Texas Constitutions and laws of the State of Texas may be temporarily suspended by the affirmative vote of two-third (2/3) of the City Council Members present. The vote on any such suspension shall be taken by ayes and nays and entered in the minutes of the City Council.

**(m)** Amendment of rules. These rules may be amended, or new rules adopted, by the affirmative vote of two-thirds (2/3) of the City Council Members present, provided that the proposed amendments or new rules shall have been introduced before the City Council at a prior City Council meeting.

### **Conduct and Decorum**

#### **(a) Council Members.**

**(1)** During City Council meetings, the Mayor and City Council Members shall preserve order and decorum and shall neither by conversation or by otherwise delay or interrupt the proceedings nor refuse to obey the orders of the Mayor (or chairman) or the rules of the City Council.

**(2)** A councilperson, once recognized, shall not be interrupted while speaking unless called to order by the mayor (or chairman), unless a point of order is raised by another Member or unless the speaker chooses to yield to questions from another Member. If a

## **Rules of Procedure for the Mayor and City Council of Ovilla**

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(b) Administrative staff.

- (1) Members of the administrative staff and employees of the city shall observe the same rules of procedure and decorum applicable to the Mayor and Members of the City Council and shall have no voice unless and until recognized by the chair.
- (2) The presiding officer shall have the authority to preserve decorum in meetings so far as Members, citizens and City employees are concerned and shall take such disciplinary action as may be necessary to ensure that such decorum is preserved at all times by city employees in City Council meetings.
- (3) All remarks and questions addressed to the Mayor and City Council shall be addressed to the City Council as a whole and not to any individual Member thereof.
- (4) No staff Member, other than a staff Member having the floor, shall enter into any discussion either directly or indirectly without permission of the presiding officer.

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(c) Citizens.

- (1) Citizens are welcome and invited to attend all meetings of the City Council and shall be admitted to the council chamber in compliance with fire safety capacity of the room.
- (2) All Citizens shall refrain from private conversations in the chamber while the City Council is in session.
- (3) Citizens attending City Council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to the administrative staff. Any person making personal, impertinent, or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting shall be removed from the room if the sergeant-at-arms is so directed by the presiding officer, and such person shall be barred from further

## **Rules of Procedure for the Mayor and City Council of Ovilla**

audience before the City Council during that session of the City Council.

- (4) Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted by the presiding officer, who shall direct the sergeant-at-arms to remove such offenders from the room. In case the presiding officer shall fail to act, any other Member of the City Council may move to require him or her to enforce the rules, and the affirmative vote of three (3) Members of the City Council shall require the presiding officer to act.
- (5) No placards, banners or signs of any kind shall be permitted in the council chamber except exhibits, displays and visual aids used in connection with presentations to the City Council, provided that such exhibits, displays and visual aids do not disrupt the meeting.
- (6) Enforcement. The chief of police and/or designee of the police department shall act as sergeant-at-arms for the City Council, and shall furnish whatever assistance is needed to enforce the rules of decorum herein established.

### Meetings generally; types of meetings

(a) Regular meetings. The City Council shall meet on the second Monday of each month or any other times set by the City Council, unless postponed or cancelled for valid reasons. All regular meetings of the City Council shall be held within the city limits of Ovilla, Texas.

**Deleted: and fourth**

**Deleted: at the City Hall at 105 S. Cockrell Hill Road, Ovilla, Texas.**

(b) Special, Workshop and Emergency meetings. Special, workshop and emergency meetings may be called as provided by State law.

#### (c) Public hearings.

(1) All meetings shall be held in full compliance with the provisions of state law and ordinances of the city. Any party in interest may appear in their own behalf or be represented by counsel or agent.

(2) The City Secretary shall set public hearing date(s) for the Mayor and City Council when required by State law and/or as requested, be responsible for timely advertising in the official newspaper, and notify interested parties according to requirements of the City Council.

#### (d) Conducting public hearings.

## **Rules of Procedure for the Mayor and City Council of Ovilla**

- (1) The Mayor shall call each agenda item in such order as to be in accord with the hearing time specified in the notice of public hearing.
- (2) The mayor shall open the Public Hearing and call the time.
- (3) The Mayor shall next call on the staff for a factual summary and presentation relative to the proposal and shall afford the staff an opportunity to call to the attention of the City Council any additional pertinent communications.
- (4) The mayor shall then recognize individual persons present who wish to speak in support of any proposal or agenda item.
- (5) Then recognize individual persons in the audience who wish to voice opposition to any proposal or agenda item.
- (6) The applicant or their representative may give a brief rebuttal statement. Whenever necessary, the Mayor shall direct that all remarks shall be germane to the proposal or agenda item. The City Council may direct questions to any speaker in order to clarify statements and facts presented.
- (7) The mayor shall then declare the public hearing closed as to that proposal and give time of closing.

**(e) Motions.**

- (1) A motion shall be made by any Member, other than the presiding officer.
- (2) Except as provided by State law, a motion to approve any matter before the City Council or to recommend approval of any request requiring City Council action shall require a majority of favorable votes of the Members present. When fewer than all Members are present for the voting and when all motions to recommend on a "give application" fails to carry by two (2) votes, consideration of the application shall be continued to the next regular meeting upon motion carried by a majority of those present. No request or application shall be continued under this rule beyond the next regular meeting. Failure of the City Council to secure a majority of concurring votes to approve or recommend approval at said next regular meeting shall be recorded in the minutes as a denial of the proposal under the rule.

**(f) Disqualification from voting.**

- (1) Previous to the hearing, a Member shall file the required affidavit and disqualify themselves from voting whenever he/she finds that he/she or his/her family have a substantial interest in the proposal under discussion, or if the Member finds he/she or his/her family shall be directly affected by the decision of the City Council, in accordance with State law. Affidavits required may be obtained from the city secretary.

Deleted:

- (2) The Mayor or a Member shall disqualify themselves from voting

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## **Rules of Procedure for the Mayor and City Council of Ovilla**

whenever any applicant, or his/her agent, has sought to illegally influence the vote of the Member concerning his/her application.

**(g)** Executive meetings. The Mayor and City Council may meet in an executive meeting or sessions as permitted by the Texas Open Meetings Act. The City Secretary or City Manager shall attend the executive meetings upon request of the Mayor or City Council.

**Deleted:** Administrator

**(h)** Recessed meetings. Any meeting of the Council may be recessed to a later time, provided that no recess shall be for a longer period than until the next regular meeting.

**(i)** Notice of meetings. The agenda for all meetings shall be posted by the City Secretary on the bulletin board outside city hall, and notice of all meetings shall be given by the City Secretary pursuant to the requirements of the Texas Open Meetings Act.

### Duties of Chairman and other officials.

**(a)** Chairman. The Mayor, or in his/her absence the Mayor Pro-Tem, shall preside as chairman at all meetings of the City Council. In the absence of both the Mayor and Mayor Pro-Tem, the City Council shall elect a temporary chairman.

**(b)** Budget officer. The City Accountant under the direction of the City Manager shall serve as budget officer for the city and have the responsibility to prepare the annual budget for review and approval by the City Council.

**(c)** Call to order. The meetings of the City Council shall be called to order by the Mayor or in his/her absence by the Mayor Pro-Tem. In the absence of both the Mayor and the Mayor Pro-Tem, the meeting shall be called to order by the City Secretary, and a temporary chairman shall be elected as provided in subsection (a).

**(d)** Preservation of order. The chairman shall preserve order and decorum and confine Members in debate to the question under discussion. The chairman shall call upon the sergeant-at-arms as necessary to enforce compliance with the rules contained herein.

**(e)** Determination of points of order. The Mayor/chairman shall determine all points of order, subject to the right of any councilperson to appeal to the City Council. If an appeal is taken, the question shall be "Shall the decision of the chairman be sustained?" If a majority of the Members present vote "No", the ruling of the chair is overruled; otherwise, it is sustained. Point of order - Mayor decides if appealed - point of order goes to Council for majority

## **Rules of Procedure for the Mayor and City Council of Ovilla**

vote.

(f) Questions to be stated; announcement of results. The chairman shall state all questions submitted for a vote and announce the results. A roll call vote shall be taken upon the request of any Member, and upon the passage of all ordinances and resolutions.

(g) Substitute for chairman. The chairman may call any other Member to take his/her place in the chair, and such substitution shall not continue beyond adjournment.

(h) Call for recess. The chairman may call for a recess of up to fifteen (15) minutes at regular intervals of approximately up to one hour at appropriate points in the meeting agenda, or if requested by any two (2) Members.

### **Order of business; presentation to Council**

(a) Agenda. The order of business of each meeting shall be as contained in the agenda set by the Mayor. The agenda shall be a listing by topic or subjects to be discussed and considered by the City Council. Conduct of business at special meetings shall be likewise governed by an agenda and rules of procedure contained herein.

**Deleted: prepared**

(b) Presentations by the Mayor and Members of Council. The agenda shall provide a time when the Mayor or any Councilperson shall bring before the City Council any business that he/she feels should be deliberated upon by the City Council. The Mayor and Council may request future agenda items for consideration.

(c) Open forum. An opportunity shall be provided for any person in attendance to address the council regarding any item not on the agenda. These matters need not be specifically listed on the agenda, but discussion and formal action on such matters shall be deferred until a subsequent City Council meeting.

(d) Time limit. Speakers before the City Council shall limit their remarks to three (3) minutes or less, except as provided by the Chairman.

(e) Oral presentations by City Secretary. Matters requiring the Mayor's or City Council's attention or action, which may have developed since the deadline for delivery of the written communication to the Mayor or Council, may be presented orally by the City Secretary. If formal City Council action on a subject is required, such action may be taken provided the provisions of the Texas Open Meetings Law have been satisfied.

## **Rules of Procedure for the Mayor and City Council of Ovilla**

### **Ordinances, Resolutions and Motions**

- (a) Form of ordinances and resolutions. All ordinances and resolutions shall be presented to the City Council in printed or typewritten form. The City Council may, by proper motion, amend any ordinance or resolution presented to it as long as it is clear in the motion what amendments/changes are being made and it is understood by all that the final product will contain those amendment/changes.
- (b) Distribution of ordinances and resolutions. The City Secretary shall prepare copies of all proposed ordinances and resolutions for distribution to all Members of the City Council at the meeting at which the ordinance or resolution is to be introduced, or at such earlier time as is expedient.
- (c) Recording of votes. The ayes and nays shall be taken upon the passage of all ordinances and resolutions and the vote of each Member shall be recorded in the minutes.
- (d) Majority vote required. An affirmative vote of three (3) Members is necessary to repeal any ordinance or take any official action in the name of the city except as otherwise provided by the laws of the state.
- (e) Addressing council on question of personal privilege. The right of a Member to address the City Council on a question of personal privilege shall be limited to cases in which his/her integrity, character, or motive as assailed, questioned or impugned.
- (f) Dissents and protests. Any Member shall have the right to express dissent from or protest against any ordinance or resolution of the City Council and have the reason therefore entered upon the minutes. Such dissent to protest shall be filed in writing and presented to the City Council no later than the next regular meeting following the date of passage of the ordinance or resolution objected to.
- (g) Voting required; excuse from voting. No Member shall be excused from voting except for lack of information and except on matters involving the consideration of her/her own official conduct, or where his/her personal interest are involved, and in these instances, he/she shall abstain. Any Member prohibited from voting by State law shall file an affidavit with the City Secretary and announce at the commencement of consideration of the matter and shall remove themselves from the Council Chamber Room until deliberations are concluded on that matter. The Member having briefly stated the reason for his/her request, the excuse from voting shall be made without debate.
- (h) Order of precedence of motions.

## **Rules of Procedure for the Mayor and City Council of Ovilla**

(1) The following motions shall have priority in the order indicated:

- (A) Adjourn (when unqualified), and is not debatable and may not be amended;
- (B) Take a recess (when privileged);
- (C) Raise a question of privilege - An urgent motion which seeks an immediate ruling on an alleged violation of rights or privileges of Members;
- (D) Lay on the table - to postpone and defer final disposition;
- (E) Previous question (2/3 vote of those present required);
- (F) Limit or extend limits or debate (2/3 vote of those present required);
- (G) Postpone to a certain time;
- (H) Commit or refer;
- (I) Amend;
- (J) Postpone indefinitely;
- (K) Main motion.

(2) The first two (2) motions are not always privileged. To adjourn shall lose its privileged character and be the main motion if in any way qualified. To take a recess shall be privileged only when other business is pending.

(3) A motion to adjourn is not in order:

- (A) When repeated without intervening business or discussion;
- (B) When made as an interruption of a Member while speaking;
- (C) While a vote is being taken.

(l) Motion to reconsider action. A motion to reconsider any action of the City Council can be made not later than the next succeeding official meeting of the City Council. Such a motion can only be made by a Member who voted with the majority. It can be seconded by any Member. No question shall be twice reconsidered, except by unanimous consent of the City Council, except that action relating to any contract may be reconsidered at any time before the final execution thereof.

(j) Moving the previous question. When the previous question is recognized, moved and seconded, it shall be put with the phrase "Call for the question", or simply saying "question". There shall then be no further amendment or debate, but pending amendments shall be put in their order before the main question. If the motion for the previous question is lost, the main question remains before the council. An affirmative vote of three-fifths (3/5) of the City Council shall be required to move the previous question. To demand the previous question is equivalent in effect to moving "that debate now cease, and

## **Rules of Procedure for the Mayor and City Council of Ovilla**

the City Council immediately proceed to vote on the pending motion.

(k) Withdrawal of motions. A motion may be withdrawn or modified by its mover without asking permission until the motion has been stated by the chairman. If the mover modifies his/her motion, the seconder may withdraw his/her second. After the question has been stated, the mover shall neither withdraw it nor modify it without the consent of the City Council.

(l) Amendments. When a motion is on the floor and an amendment is offered, the amendment should be acted upon prior to acting on the main motion. No motion of a subject different from that under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.

(m) Approval of appropriations. Before formal approval by the City Council of motions providing for appropriation of money, information must be presented to the City Council showing the purpose of the appropriation. In addition, before finally acting on such an appropriation, the City Council shall obtain a report from the city accountant as to the availability of funds and his/her recommendations as to the desirability of the appropriation.

(n) Transfer of appropriations. At the request of the City Accountant and the City Manager.

**Deleted: Administrator**

### Committees, Boards and Commissions

(a) Council committees. The City Council may, as needed, authorize the appointment of ad hoc council committees. Any committee so created shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority vote of the City Council.

(b) Citizen boards, commissions and committees. The Mayor and City Council may create other committees, boards, and commissions to assist in the conduct of the operation of the city government with such duties as the Mayor and City Council may specify not in consistent with the laws of the state. Any committees, boards, or commissions so created shall cease to exist upon the accomplishment of the special purpose for which it was created, or when abolished by a majority of the vote of the City Council. No committee so appointed shall have powers other than advisory to the Mayor and City Council, except as otherwise specified by the laws of the State of Texas or the City of Ovilla Code of Ordinances.

(1) Initial appointments to any board, commission, and committee shall be determined in one-year or two-year terms

## **Rules of Procedure for the Mayor and City Council of Ovilla**

for said established board, commissions or committee. Terms shall commence on the first day of July of each year and end on June 30th of each year.

(2) Vacancies created or occurring shall be filled by the Mayor and City Council for the unexpired term of the board, commission or committee Member.

(3) Each board, commission, or committee shall establish rules of procedures for operation and submit said procedures to the Mayor and City Council for final approval.

(4) Each board, commission, or committee shall prepare and submit a proposed budget (if applicable) each year to the Mayor and City Council for their consideration.

(5) The chairperson of each board, commission, or committee shall report to the Mayor and City Council upon request and prepare and present an annual report.

(6) The policy of the Mayor and City Council is that members of the various city boards, commissions, and committees be removed from office for lack of attendance at the various meetings of the boards, commissions, and committees. Members may be removed on the following basis:

(A) Regular meetings. Members may be removed from office for three (3) consecutive unexcused absences during the course of one year and/or lack of attendance at twenty-five percent (25%) of the number of regular meetings in the year.

(B) Special called meetings. Members may be removed from office for lack of attendance at fifty percent (50%) of the number of special called meetings in one year.

(C) An unexcused absence is defined as an absence for which no advance notification is given and/or as determined by the affected board, commission, or committee.

(D) Members may be removed from office for lack of completing mandatory course completion as required by the State of Texas Office of the

## **Rules of Procedure for the Mayor and City Council of Ovilla**

Attorney General or other state statute.

(E) Members are required to return all City issued materials; code books, maps, and/or keys immediately upon leaving office.

## AGENDA ITEM REPORT

### Item 9– Items pulled from Consent

Meeting Date: February 12, 2018

Department: Administration/Finance

Discussion Action

Budgeted Expense:  YES  NO  N/A

Submitted by: Staff

Amount: N/A

#### Discussion / Justification:

ITEM 9. **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	January 2018	January 2018 YTD	January 2017	January 2017 YTD
Accident	6	6	5	5
Alarms	12	12	13	13
Arrest	10	10	7	7
Assault/Assault FV	1	1	2	2
Assists	66	66	66	66
Building / House Security Check	376	376	1241	1241
Burglary	0	0	0	0
Burglary of Motor Vehicle	0	0	0	0
Criminal Mischief	0	0	0	0
Disturbance	3	3	8	8
Neighborhood Check	1051	1051	1656	1656
Other Calls for Service	36	36	27	27
Suspicious Person	7	7	8	8
Suspicious Vehicle	15	15	27	27
Theft	5	5	0	0
Traffic Assignment/School Enforcement	10	10	120	120
<b>TOTAL CALLS FOR SERVICE</b>	<b>1598</b>	<b>1598</b>	<b>3180</b>	<b>3180</b>

Reserve Officer Hours	105	105	0	0
Average Response Time (Minutes)	6.33	6.33	5.13	5.13
Total Citations	146	146	88	88
Total Traffic Stops *****	295	295		
Traffic Stop Disposition Warning *****	155	155		
Traffic Stop Disposition Citation *****	140	140		
<b>PERCENT OF STOPS RECEIVING CITATIONS</b>	<b>47.5</b>	<b>47.5</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>
Manual Response time	3.41	3.41		

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

January 2018	TO	February 2018	MILEAGE	MAINTENANCE PERFORMED
Police Unit #	Begin	End	Accrued	
103	142824	142976	152	
104	121612	121876	264	
105	98915	99706	791	1/19 new battery, altentator, blow motor
116	45507	48002	2495	1/31 inspection and registration
117	35117	38432	3315	1/17 front brake pads and oil change
216	10589	11400	811	
<hr/>				
Vehicles	Begin	End	Accrued	
2017 F250 4x4	6241	6630	389	
2015 2500 HD Silverado	30877	31440	563	1/31 inspection and registration
2011 3500HD Silverado	48355	48870	515	
2008 2500HD Animal Control	76322	77074	752	
2008 1500 Silverado	106290	106827	537	1/31 inspection and registration, wipers
2006 1500 Silverado	116257	116309	52	1/31 inspection and registration
2001 C6500 Dump Truck	17884	17918	34	1/16 new battery
1999 International Patch Trk	311722	311762	40	1/31 inspection and registration, idle pully
1998 Ford Dump Truck	52424	52510	86	1/24 replaced belt
	HOURS	HOURS	HOURS	
New Holland Skid LS60	1180.2	1180.6	0.4	
1999 Kubota Tractor	935.4	940	4.6	
1992 Ford Tractor	1074.3	1076.6	2.3	
Sweeper	619.9	619.9	0	
310K John Deere Backhoe	1352.5	1371.4	18.9	1/2 new battery
Stone Packer 3100	4504.4	4506.4	2	
Ingersoll Mobil Air Compress	1320.8	1320.8	0	

Green Golf Cart	763.1	763.1	<b>0</b>	
Jet Machine	475.2	475.2	<b>0</b>	
Vac Machine 2017	18.3	21.9	<b>3.6</b>	
Boomag 900-50 packer	187.9	188.2	<b>0.3</b>	
2016 Exmark	171.3	171.3	<b>0</b>	
2013 Exmark	306.5	306.5	<b>0</b>	
2004 Exmark	1002.6	1002.6	<b>0</b>	



## Partial Exemption Racial Profiling Reporting (Tier 1)

(This is the TCOLE recommended form. The form is not mandatory. The information contained in this form, however, is mandatory. You may use your form, but all information must be provided.)

**If you claim a partial exemption you must submit a report that contains the following data or use this format to report the data.**

**Instructions: Please fill out all boxes. If zero use 0.**

1. Total on lines 4, 11,14, and 17 Must be equal
2. Total on line 20 Must equal line 15

**Number of motor vehicle stops:**

1. 1,153 citation only
2. 75 arrest only
3. 2 both
4. 1,230 Total

**Race or Ethnicity:**

5. 275 African
6. 1 Asian
7. 928 Caucasian
8. 26 Hispanic
9. 0 Middle Eastern
10. 0 Native American
11. 1,230 Total

**Race or Ethnicity known prior to stop?**

12. 2 Yes
13. 1,228 No
14. 1,230 Total

**Search conducted?**

15. 96 Yes
16. 1,134 No
17. 1,230 Total

**Was search consented?**

18. 10 Yes
19. 86 No
20. 96 Total Must equal #15



**Partial Exemption Racial Profiling Reporting  
(Tier 1)**

**Option to submit required data by utilizing agency report**

**You must submit your report in PDF format**

**Electronic Submission of data required by 2.132(b)(6) CCP**

(6) required collection of information relating to motor vehicle stops in which a citation is issued and no arrests made as a result of those stops, including information relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining the individual; and

This analysis meets the above requirements

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Chief Administrator

Date

***Send entire documents electronically to this website***

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[www.tcole.texas.gov](http://www.tcole.texas.gov)

# Ovilla Fire Department

## January Monthly Report



**Fire Chief  
Brandon Kennedy**

105 S. Cockrell Hill Road  
Ovilla Texas, 75154  
[cityofovilla.org](http://cityofovilla.org)

## **Mission Statement**

The mission of the Ovilla Fire Department is to provide services designed to protect citizens and property of the City of Ovilla and outlying areas. All persons and or departments requesting assistance from the Ovilla Fire Department as a result of the adverse effects of fire, medical emergencies, or hazardous conditions created by man or nature will be dealt with in a professional manner, consistent with the economic capability of the community.

## **Summary of Staffing for the Department**

- Currently the Department only has 1 Firefighter Paramedic position open, and we are looking at applications and doing interviews this month.
- Currently the Department has filled all Volunteer Firefighter positions
- Current Staffing
  - 2 Chiefs
  - 5 Captains
  - 22 Firefighter Paramedics
  - 8 Firefighter EMT-Basics
  - 11 Volunteer Firefighters
  - Total Staffing of 48 out of 50 positions
- Of the 11 Volunteers on staff,
  - 5 of them are Dual Certified, meaning they have their Fire Certs and EMT Basic
  - 1 has their Fire Certs
  - 3 have their EMT- Basic
  - The other 3 Volunteers do not have any Certification at this time, but 1 is about to graduate from Fire School, and the other 2 have plans to eventually get certified.

## **Grants Report**

- Have turned in four Texas Forestry Service Grants
  - One for reimbursement on workers comp and VFIS
  - One for bunker gear
  - One for a Brush Truck Chassis
  - One for a Brush Truck

## Summary of Events for the Department

- January turned into one of our busiest months in the history of the Department.
- Completed our first ever Regional Company Performance Standard training with Red Oak and Glenn Heights. Over three days the departments met for table top discussion on strategies and tactics for structure fire response, then completed scenario-based training for a full structure fire response.
- Hired Robert Smile as a Volunteer
- Training with the Volunteers on their regular scheduled nights
- Training over Emergency Driving where there was classroom time spent going over the basics of driving an emergency apparatus, then a driving course was completed by all personnel
- This class was done through TEEEX, which is a state agency, at no cost to the city
- Repairing and updating the bays project. I am waiting on two more bids to come to me so that we can decide on who to go with to complete this project

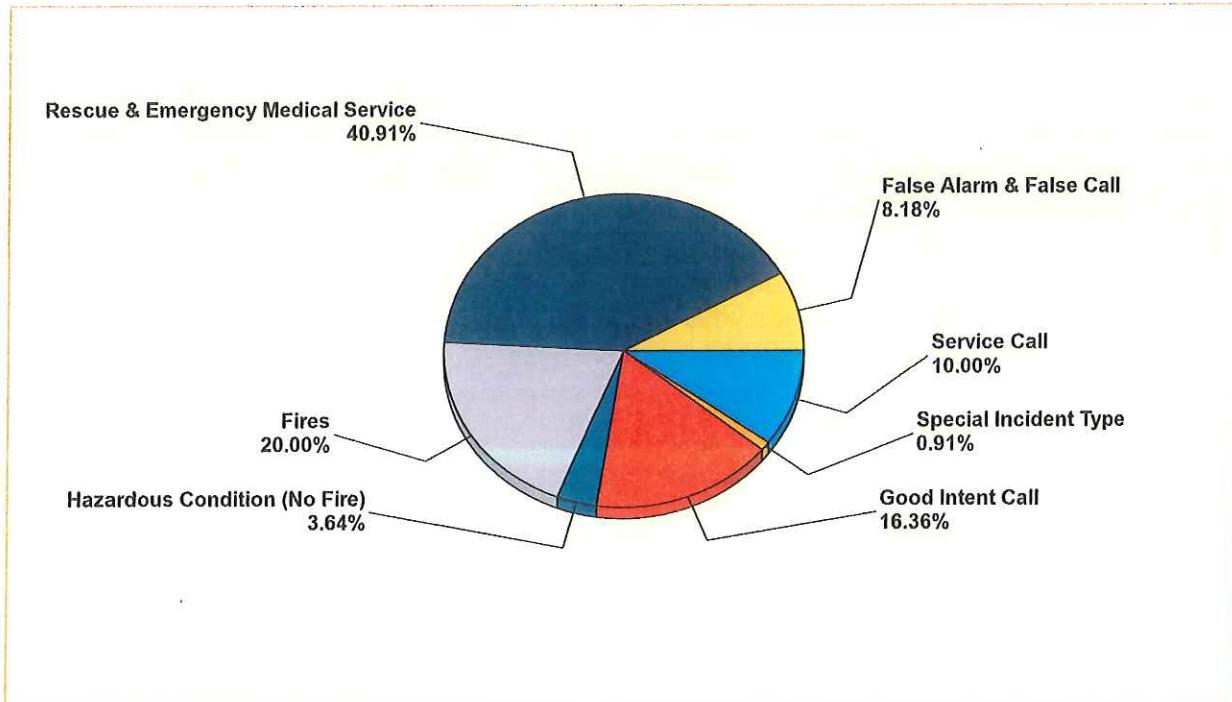
## Summary of Staffing for the Month

- 7 days a week we have 3 - 24-hour part time positions (0800 – 0800)
- These positions were **100%** filled this month
- 7 nights a week we have 1 – 12-hour shift that is covered by volunteers (2000 – 0800)
- Saturday and Sunday (0800 – 2000)
- **7 / 8** weekend day shifts were covered by a Volunteer
- **38 / 39** Volunteer shifts were covered, and these **38** shifts had 4 personnel on the Engine

## Summary of Activity from Deputy Chief Fire Marshall's Office

- Assist OPD with DEA search warrant
- Attended the North Texas Fire Marshal's Conference
- Attended Self Aid Buddy class for trauma care
- Met with complainant about neighbor catching his grass on fire
- Consult over fire lane for new offices with Mike Dooly
- Met with new business owner over fire extinguishers and placement
- Assisted with mutual aid fire investigation
- ESD #2 Meeting
- Meetings with Ellis County Fire Marshal and Glenn Heights Fire Marshal over a "Fire Bug" issue that is taking place in our city and in Glenn Heights
- QCI reports
- Training with the Volunteers in Emergency Driving

## Breakdown by Major Incident Type



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	22	20.00%
Rescue & Emergency Medical Service	45	40.91%
Hazardous Condition (No Fire)	4	3.64%
Service Call	11	10.00%
Good Intent Call	18	16.36%
False Alarm & False Call	9	8.18%
Special Incident Type	1	0.91%
<b>TOTAL</b>	<b>110</b>	<b>100.00%</b>

January was one of the busiest months for the fire department, and our fire incidents were the primary reason. Due to the dry conditions, there were multiple grass fires that required multiple unit responses.

Average 2.84 fires per week

Average 3.55 calls per day

Average 24.85 calls per week

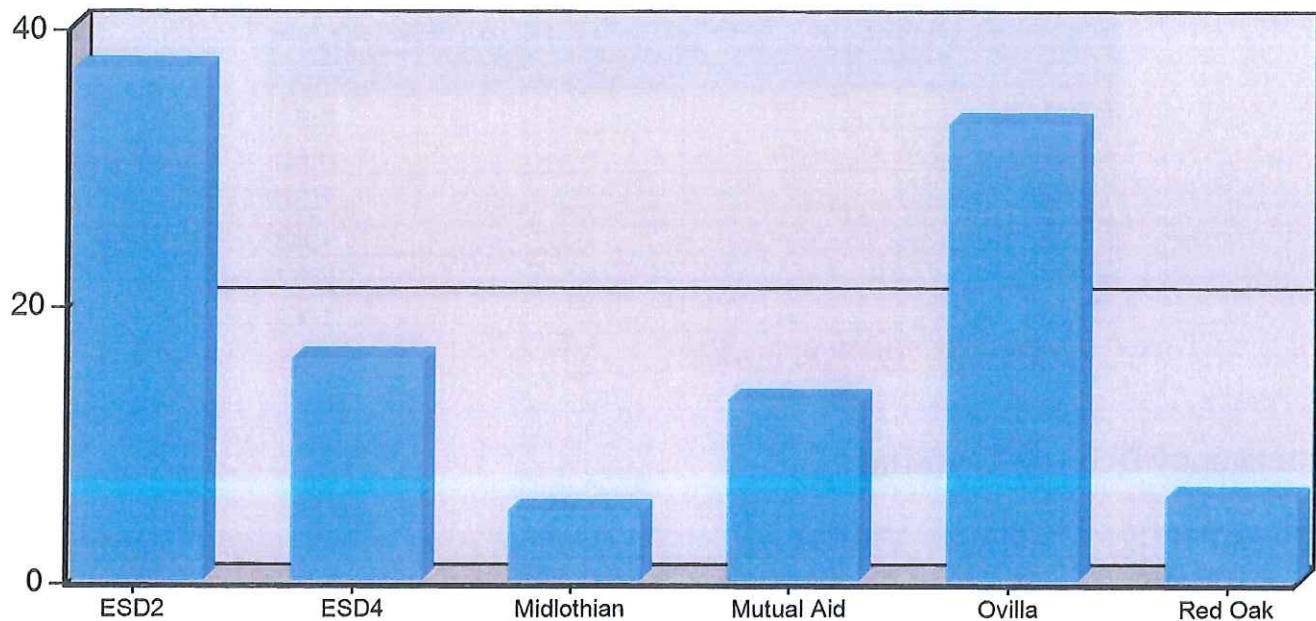
Full Crew responses | 110

C701 Responses | 30

C702 Responses | 20

Number of Overlapping Calls | 15

**Total Ovilla Fire Department Runs | 110**

**Breakdown by Districts**

ZONE	# 2018	# 2017
ESD2 - ESD #2	37	24
ESD4 - ESD #4	16	7
Midlothian - Midlothian City Limits	5	NA
Mutual Aid - Mutual Aid	13	4
Ovilla - City Limits	33	26
Red Oak - Red Oak City Limits	6	NA
<b>TOTAL</b>	<b>110</b>	<b>61</b>

*Districts are broken down by Cities or Areas we respond to.*

*Midlothian and Red Oak are what is called Automatic Aid due to being on the same dispatch system, and we are toned at the exact same time for an emergency that requires additional units to respond.*

*Mutual Aid is calculated by the cities that have to call our dispatch center to request our help on incidents that occur in their cities. Examples are Glenn Heights, Desoto, Duncanville, Cedar Hill, Lancaster, Waxahachie, Ferris, and Wilmer.*

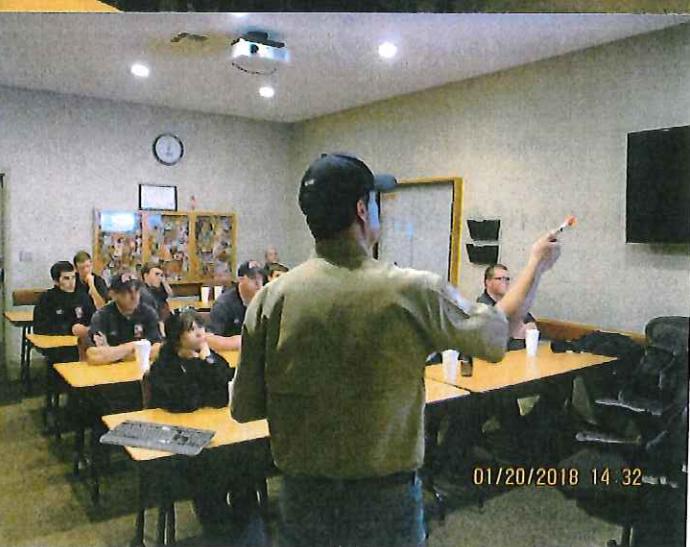
**Breakdown of Average Response Times by District**

Zone Title	AVERAGE RESPONSE TIME in minutes (Dispatch to)
Mutual Aid - Mutual Aid	14.68
Midlothian - Midlothian City Limits	10.38
Red Oak - Red Oak City Limits	9.90
ESD4 - ESD #4	9.47
ESD2 - ESD #2	7.60
Ovilla - City Limits	5.08

## Average Turn Out Time Dispatch to En-Route by Apparatus

APPARATUS	TURNOUT TIME (min) (Dispatch to Enroute)
B701	1:11
C701	0:50
C702	1:36
E701	1:43
E702	2:37
R755	1:12
<b>AVERAGE TURNOUT TIME</b>	<b>1:31</b>

## Emergency Driving Training





Date: February 6 2018

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

**FROM:** Brad Piland Public Works Director

**TOPIC:** Public Works Monthly Report for January 2018

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1. 29 work orders completed
2. 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 at Heritage

**Monthly Water and Sewer Services:**

- Read water meters, serviced disconnects and reconnects
- Water usage: Purchased from DWU 11,234,000gal pumped to customers and flushing 11,233,000 gal difference of 1,000 gal.
- Replaced meters:  
713 W Main Street, 202 Cockrell Hill Road & 108 Cockrell Hill Road
- Daily water maintenance residual and pressure tests
- Collected water samples for TCEQ reporting
- Water Maintenance – routine flushing mains and hydrant
- Meter Box repairs and replaced lids as needed
- Repaired water leaks: 111 Nob Hill

\*\*Watered plants at City Hall and park

\*\*Flushed Hydrants

**Tree and grass maintenance:**

- Heritage Park
- Silver Spur Park
- Baseball fields and Cindy Jones Park
- Assisted Code Enforcement with mowing of properties

**Street and Misc.**

- Serviced PD Units
- Street repairs: Cockrell Hill Road, Winding Way, Shiloh Rd. & Ovilla Oaks
- Installed new sign Cockrell Hill at Westlawn Drive
- Updated marquee 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: \_\_\_\_\_
- 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:

INSPECTION BY: 

### Security of Hardware (§2.5)

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

### Durability of Equipment (§2.5)

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

### Leaded Paint (§2.5.4)

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

### General Upkeep of Playgrounds (§4)

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

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

Adequate protective surfacing under and around the equipment.

Install/replace surfacing

Surfacing materials have not deteriorated.

Replace surfacing

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

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

Remove trash and debris

Loose-fill surfacing materials are not compacted.

Rake and fluff surfacing

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

Rake and fluff surfacing

**Drainage (§2.4)**

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

Improve drainage

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

**General Hazards**

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

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

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

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

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

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

**NOTES:**

DATE OF INSPECTION:

**Security of Hardware (§2.5)**

There are no loose fastening devices or worn connections.

Replace fasteners

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

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

Replace part

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

**Durability of Equipment (§2.5)**

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

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

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

All equipment is securely anchored.

**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:

Brad Pohl

## 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: Adds
- 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: Installed Basketball Goal.  
Removed metal swings.

DATE OF INSPECTION:

1-29-18

### Security of Hardware (§2.5)

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

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

### Durability of Equipment (§2.5)

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

### Leaded Paint (§2.5.4)

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

### General Upkeep of Playgrounds (§4)

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

INSPECTION BY:

*Bob P.*



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**DATE:** February 12, 2018  
**TO:** Honorable Mayor and Council Members  
**FROM:** Linda Harding, City Accountant  
**SUBJECT:** Accounting Department Report

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**December Reports** Financials ending 12/31/2017  
Over \$5,000  
Investment report, Quarter ending 12/31/2017  
Committed fund report, Quarter ending 12/31/2017  
Financial graph representing December 2017  
Bank Balances as of 2/7/2018

**Mentions to reports:** Third month of new fiscal year.

**Report notes:**

W&S Impact Fee Fund has an expense overage for Water Line, this is caused by engineering fees that were not in budget and will be corrected at Mid-Year budget review.

**Budget Highlights:**

Admin - Server for council & screen for conference and court – on hold for I.T. change.  
Admin - Change city hall, PD & FD from septic to sewer – Equipment quotes are arriving. Engineering to be complete mid-February.  
Admin - Paint city offices, replace doors. – To be completed by public works, as time allows.

**AUDIT for FY 16/17:** The audit will be complete this month.

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.

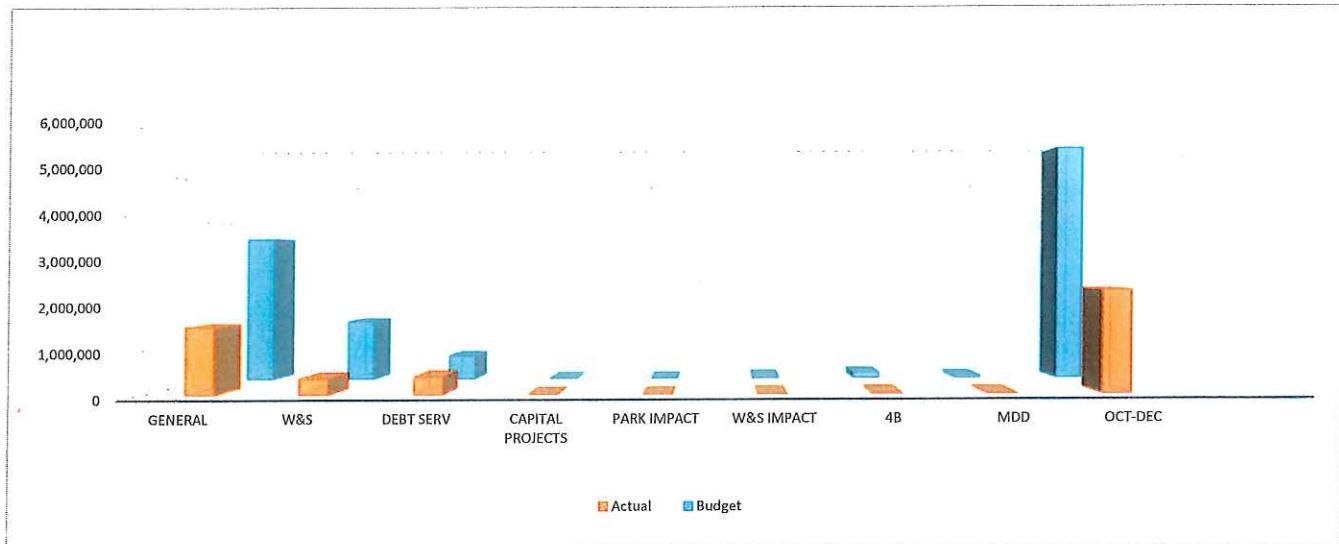
December 2017 Bank will use 1<sup>st</sup> of 2 year extensions.

**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	396,691.26	468,909.91	2/7/2018
<u>General Fund Reserve</u>		608	56,238.11	56,330.85	2/7/2018
<u>GF Reserve CD</u>		*0694	248,083.15	248,083.15	2/7/2018
<u>Water Impact</u>		*2322	50,965.46	50,978.45	2/7/2018
<u>4B EDC</u>		*3691	552,873.32	553,061.15	2/7/2018
<u>Fire Dept. Auxil.</u>		*3909	1,200.00	1,350.00	2/7/2018
<u>Water Money Market</u>		*4323	189,484.83	189,541.16	2/7/2018
<u>MDD Fund</u>		*7451	229,164.97	233,550.69	2/7/2018
<u>Water Credit Card</u>		*7531	139.71	139.76	2/7/2018
<u>GF Reserves Money Mkt.</u>		*7583	128,339.58	128,377.73	2/7/2018
<u>GF Money Market</u>		*7605	230,801.86	230,870.47	2/7/2018
<u>Park Fund Money Mkt.</u>		*7613	74,037.26	74,056.13	2/7/2018
<u>Capital Projects Money Mkt.</u>		*7648	130,789.51	130,828.39	2/7/2018
<u>W&amp;S Impact-Sewer</u>		*8699	72,904.19	72,904.19	2/7/2018
<u>employee benefit trust</u>		*8777	16,069.57	269.87	2/7/2018
<u>GF Operating</u>		*9437	1,427,231.82	1,823,877.36	2/7/2018
<u>W&amp;S Fund Operating</u>		*9445	584,105.50	640,874.46	2/7/2018
<u>Police Special Fund</u>		*9792	115.51	115.51	2/7/2018
<b>SUB TOTAL</b>			<b>4,389,235.61</b>	<b>4,904,119.23</b>	
TexPool - CAPITAL PROJECT		1878	310.76	310.76	2/7/2018
TexStar - GENERAL FUND		1110	3,771.62	3,775.45	2/7/2018
TexStar - GENERAL FUND		1120	940.19	942.10	2/7/2018
TexStar - W&S IMPACT		3540	3,191.30	3,197.94	2/7/2018
TexStar - CAPITAL PROJECT		5340	1,412.45	1,415.41	2/7/2018
TexStar - W&S FUND		5350	1,158.11	1,160.51	2/7/2018
Bryson Manor - GENERAL FUND		8662	298,322.11	298,423.46	2/7/2018
Leose		2510	1,152.62	1,152.62	2/7/2018
<b>TOTAL BANK BALANCES</b>			<b>4,699,494.77</b>	<b>5,214,497.48</b>	

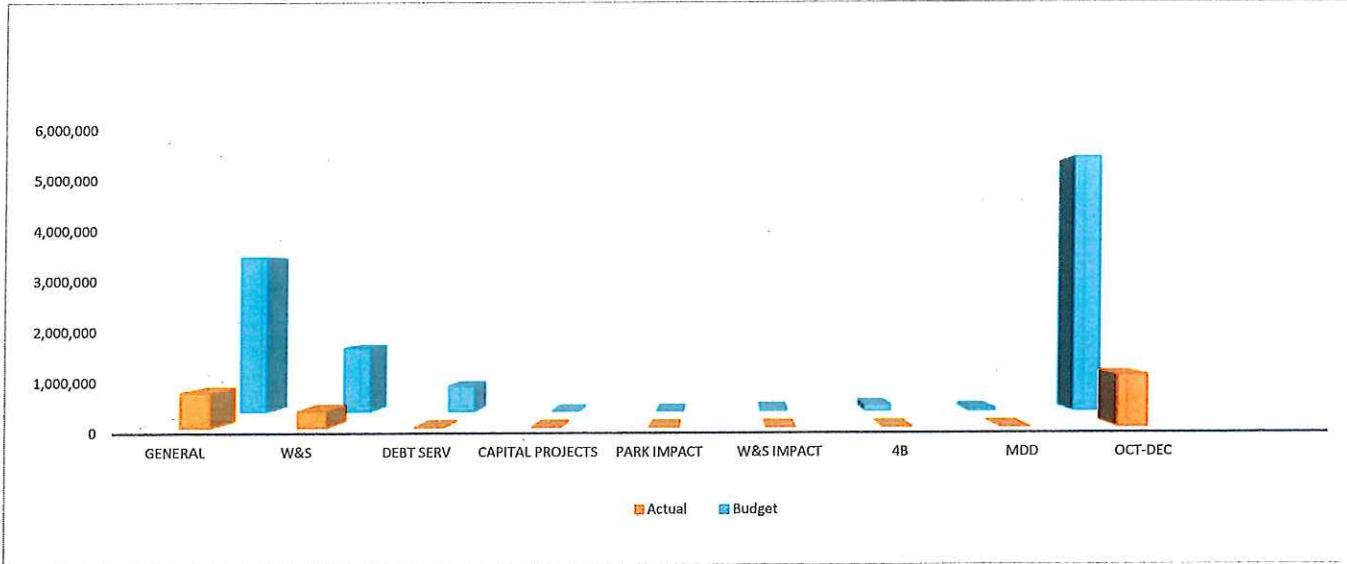
## CITY OF OVILLA REVENUE FY 2017-2018



### City of Ovilla Revenue

FUNDS	General	W&S	Debt Serv	Capital Projects	Park Impact	W&S Impact	4B	MDD	Oct-Dec
Actual	1,513,892	357,584	395,285	120	1,059	6,669	25,863	12,474	2,312,946
Budget	3,555,419	1,459,213	576,650	270	8,793	54,756	132,140	51,100	5,838,341
Over / (Under) Budget	(2,041,527)	(1,101,629)	(181,365)	(150)	(7,734)	(48,087)	(106,277)	(38,626)	(3,525,395)

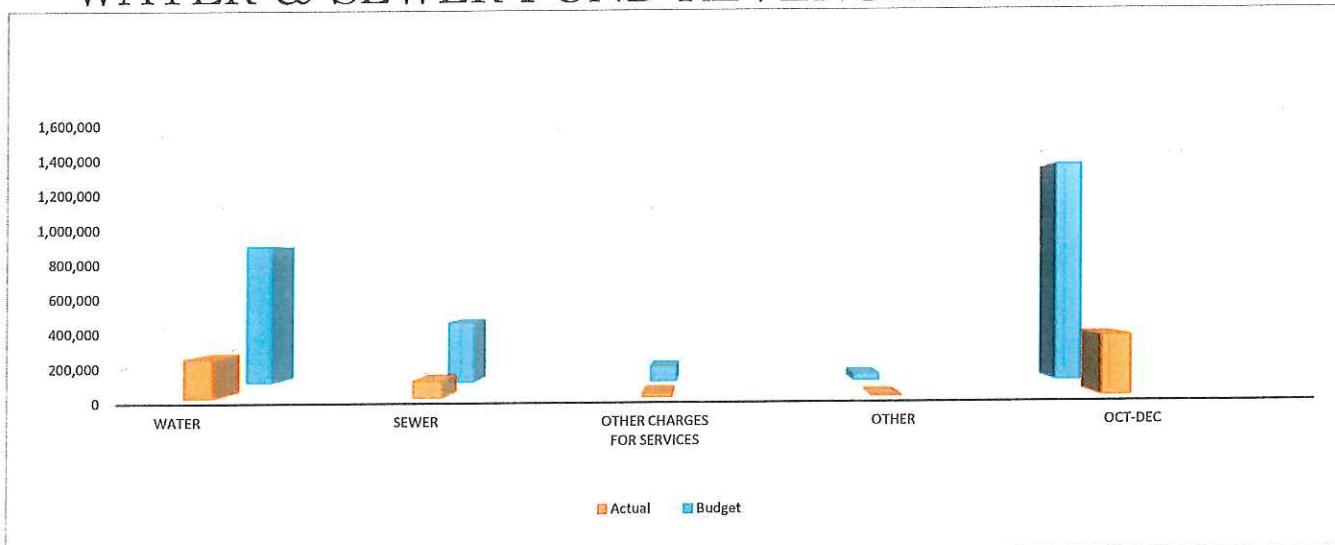
## CITY OF OVILLA EXPENSE FY 2017-2018



### City of Ovilla Expense

FUNDS	General	W&S	Debt Serv	Capital Projects	Park Impact	W&S Impact	4B	MDD	Oct-Dec
Actual	720,347	338,870	0	0	0	273	693	193	1,060,376
Budget	3,555,419	1,459,213	576,650	270	8,793	54,756	132,140	51,100	5,838,341
Over / (Under) Budget	(2,835,072)	(1,120,343)	(576,650)	(270)	(8,793)	(54,483)	(131,447)	(50,907)	(4,777,965)

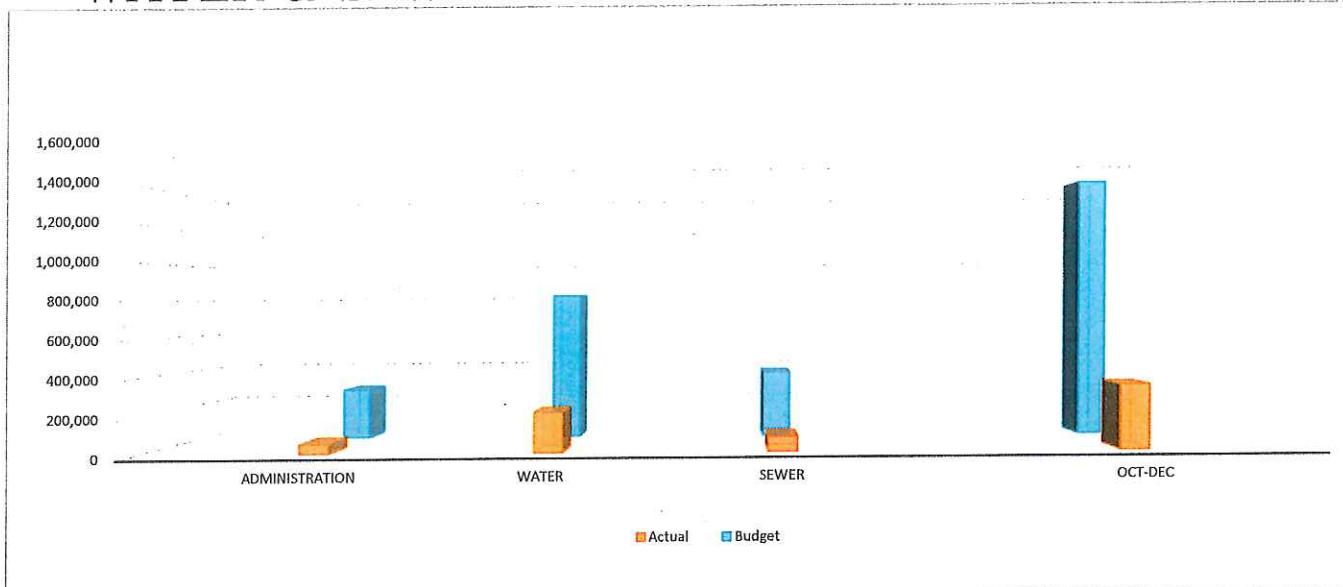
## WATER & SEWER FUND REVENUE FY 2017-2018



### Water & Sewer Revenue

	Water	Sewer	Other Charges for Services	Other	Oct-Dec
Actual	231,985	98,448	22,603	4,549	357,585
Budget	920,296	399,708	98,809	40,400	1,459,213
Over / (Under) Budget	(688,311)	(301,260)	(76,206)	(35,851)	(1,101,628)

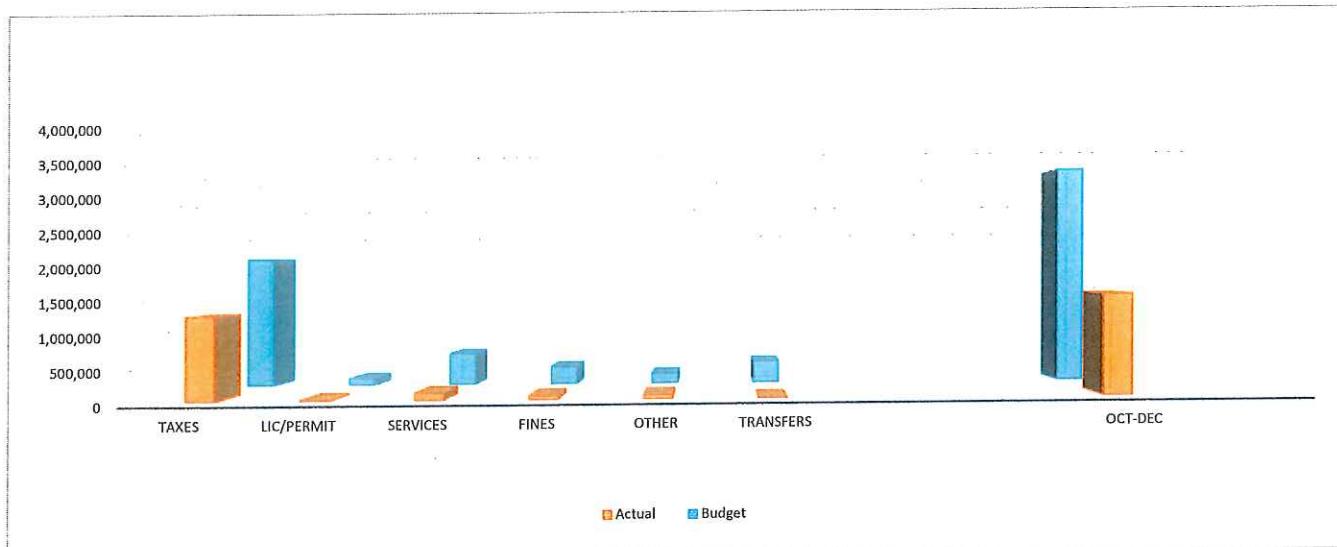
## WATER & SEWER FUND EXPENSE FY 2017-2018



### Water & Sewer Fund Expense

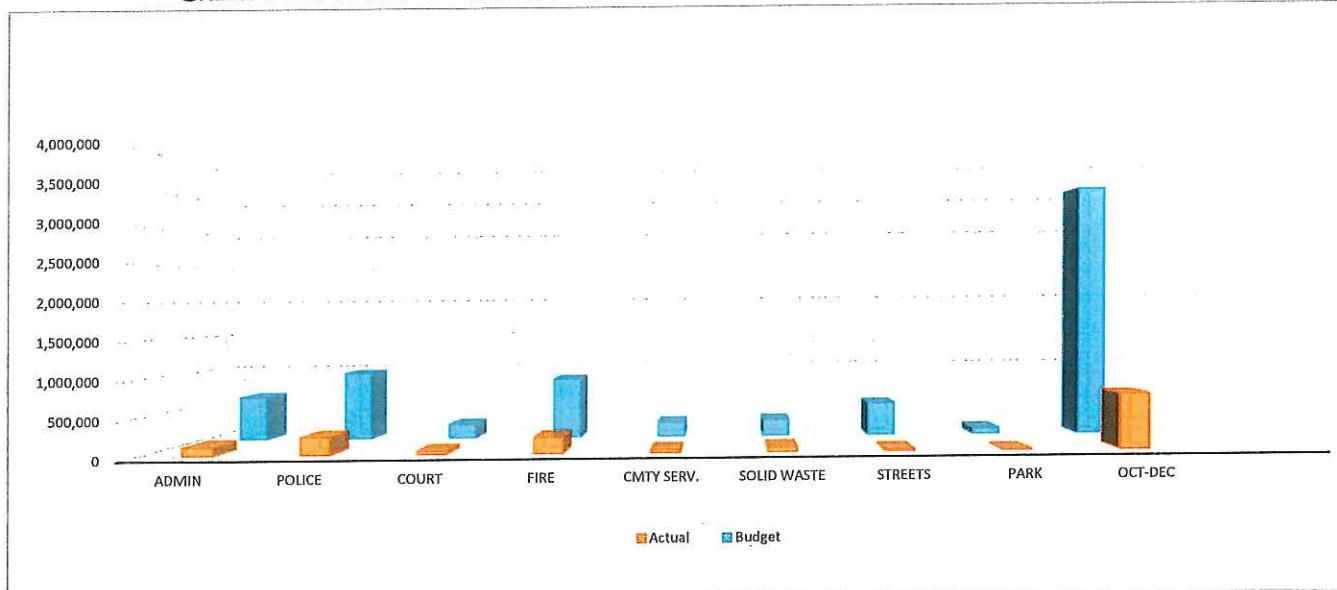
	Administration	Water	Sewer	Oct-Dec
Actual	50,106	210,187	78,577	338,870
Budget	276,716	815,527	366,970	1,459,213
Over / (Under) Budget	(226,610)	(605,340)	(288,393)	(1,120,343)

## GENERAL FUND REVENUE FY 2017-2018



General Fund Revenue						Oct-Dec	
	Taxes	Lic/Permit	Services	Fines	Other	Transfers	
Actual	1,270,775	13,650	107,353	56,477	58,956	6,681	1,513,892
Budget	2,134,245	106,581	517,446	287,205	156,325	353,617	3,555,419
Over / (Under) Budget	(863,470)	(92,931)	(410,093)	(230,728)	(97,369)	(346,936)	(2,041,527)

## GENERAL FUND EXPENSE FY 2017-2018



General Fund Expense									
	Admin	Police	Court	Fire	CMTY Serv.	Solid Waste	Streets	Park	Oct-Dec
Actual	113,087	232,288	43,809	208,434	39,591	58,821	19,561	4,755	720,346
Budget	608,355	948,664	191,149	841,662	198,737	228,497	456,922	81,433	3,555,419
Over / (Under) Budget	(495,268)	(716,376)	(147,340)	(633,228)	(159,146)	(169,676)	(437,361)	(76,678)	(2,835,073)



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DATE: FEBRUARY 12, 2018

TO: Honorable Mayor and Council Members

FROM:  
Linda Harding, Accountant

SUBJECT: Financial Statements Through December 2017

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

	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	December 2017	'Oct - Dec 2017	Budget	Budget	Thru December
<b>Revenues</b>					
4000100 · Taxes					
4000105 · Ad Valorem, Current	1,054,269	1,197,144	1,649,432	(452,288)	73%
4000106 · Ad Valorem, New & improvements	0	0	53,233	(53,233)	0%
4000110 · Ad Valorem, Delinquent	103	288	10,000	(9,712)	3%
4000113 · Interest/Penalties - Prop Tax	22	95	7,000	(6,905)	1%
4000120 · Sales Tax	13,479	50,635	201,264	(150,629)	25%
4000125 · Sales Tax - Street Improvement	3,370	12,659	50,316	(37,657)	25%
4000130 · Franchise Tax	107	9,954	163,000	(153,046)	6%
<b>Total 4000100 · Taxes</b>	<b>1,071,348</b>	<b>1,270,775</b>	<b>2,134,245</b>	<b>(863,470)</b>	<b>60%</b>
4000200 · Licenses and Permits					
4000210 · Residential Building Permits	0	6,561	60,000	(53,439)	11%
4000214 · Misc Building Permits	1,184	4,212	23,952	(19,740)	18%
4000230 · Plan Review Fee	176	1,747	12,000	(10,253)	15%
4000260 · Alarm Permits	180	310	2,604	(2,294)	12%
4000270 · Animal Tag Fees	144	444	3,706	(3,262)	12%
4000272 · Impound Fees	0	115	2,751	(2,636)	4%
4000290 · Misc Licenses and Permits	35	260	1,568	(1,308)	17%
<b>Total 4000200 · Licenses and Permits</b>	<b>1,719</b>	<b>13,650</b>	<b>106,581</b>	<b>(92,931)</b>	<b>13%</b>
4000400 · Charges for Services					
4000325 · ESD #2	0	0	190,000	(190,000)	0%
4000330 · ESD #4	18,542	18,542	55,628	(37,086)	33%
4000411 · Copies and Maps	1	17	100	(83)	17%
4000415 · Police Reports	6	24	150	(126)	16%
4000420 · Park Lights	0	0	500	(500)	0%
4000440 · Oak Leaf Animal Control	0	690	2,100	(1,410)	33%
4000450 · Subdivision Fees	0	240	6,900	(6,660)	3%
4000480 · Solid Waste (Garbage)	41,271	87,112	256,968	(169,856)	34%
4000485 · 50/50 Sidewalk Program	0	0	1,250	(1,250)	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 December
	December 2017	'Oct - Dec 2017	Budget	Budget	25%
4000490 · Misc Charges for Services	288	728	3,850	(3,122)	19%
Total 4000400 · Charges for Services	60,108	107,353	517,446	(410,093)	21%
4000500 · Fines and Forfeitures					
4000535 · Omni Warrant Revenue	151	488	2,868	(2,380)	17%
4000510 · Fines - Police	10,886	53,698	265,008	(211,310)	20%
4000520 · Fines - Animal Control	0	0	456	(456)	0%
4000525 · Fines - Code Enforcement	200	396	8,949	(8,553)	4%
4000550 · Municipal Court Technology	257	1,054	5,424	(4,370)	19%
4000551 · Municipal Court Security	193	791	4,068	(3,277)	19%
4000590 · Misc Fines and Forfeitures	0	50	432	(382)	12%
Total 4000500 · Fines and Forfeitures	11,687	56,477	287,205	(230,728)	20%
4000800 · Other Revenue					
4000810 · Heritage Day	0	3,845	26,000	(22,155)	15%
4000818 · Lease Proceeds	0	0	0	0	0%
4000820 · Water Tower Lease	36,317	52,479	118,250	(65,771)	44%
4000840 · Interest Earned	471	1,803	7,560	(5,757)	24%
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	131	829	3,500	(2,671)	24%
Total 4000800 · Other Revenue	36,919	58,956	156,325	(97,369)	38%
4000900 · Transfers In					
4000905 · Weapons Purchase Plan	0	0	11,730	(11,730)	0%
4000925 · Admin.Rev. received from 4B-EDC	625	625	2,500	(1,875)	25%
4000927 · 4B-EDC Revenue: Monument Signs	0	0	30,000	(30,000)	0%
4000930 · Admin. Rev. Rec. From W&S Fund	5,931	5,931	23,724	(17,793)	25%
4000940 · Admin.Rev. Rec. from MDD Fund	125	125	500	(375)	25%

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

	Current	Year to Date	\$ Over (Under)	% of Budget	
				Thru December	
	December 2017	'Oct - Dec 2017	Budget	Budget	25%
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%
<b>Total 4000900 - Transfers In</b>	<b>6,681</b>	<b>6,681</b>	<b>353,617</b>	<b>(346,936)</b>	<b>2%</b>
<b>Total Revenues</b>	<b>1,188,462</b>	<b>1,513,892</b>	<b>3,555,419</b>	<b>(2,041,527)</b>	<b>43%</b>
<b>Gross Resources</b>	<b>1,188,462</b>	<b>1,513,892</b>	<b>3,555,419</b>	<b>(2,041,527)</b>	<b>43%</b>
<b>Expenditures</b>					
10 - Administration					
5101100 - Salaries & Wages					
5101110 - City Administrator	4,389	19,774	78,750	(58,976)	25%
5101115 - City Secretary	3,125	13,125	44,250	(31,125)	30%
5101117 - City Accountant	2,599	10,917	39,338	(28,421)	28%
5101120 - Admin. Support	1,785	7,497	27,035	(19,538)	28%
5101180 - Merit Raises, Staff	0	0	5,682	(5,682)	0%
<b>Total 5101100 - Salaries &amp; Wages</b>	<b>11,899</b>	<b>51,313</b>	<b>195,055</b>	<b>(143,742)</b>	<b>26%</b>
5101400 - Support Staff					
5101490 - Overtime	0	0	625	(625)	0%
<b>Total 5101400 - Support Staff</b>	<b>0</b>	<b>0</b>	<b>625</b>	<b>(625)</b>	<b>0%</b>
5102100 - Employee Benefits					
5102110 - Group Insurance	2,347	8,845	31,117	(22,272)	28%
5102135 - TMRS	2,895	6,730	25,715	(18,985)	26%
5102160 - Worker's Compensation	0	233	933	(700)	25%
5102170 - Payroll Taxes	433	1,014	3,772	(2,758)	27%
5102180 - Unemployment Taxes	0	0	1,000	(1,000)	0%
5102190 - Auto Allowance	400	1,200	4,800	(3,600)	25%
5102196 - Indiv. Membership Dues	199	1,374	1,950	(576)	70%
<b>Total 5102100 - Employee Benefits</b>	<b>6,274</b>	<b>19,396</b>	<b>69,287</b>	<b>(49,891)</b>	<b>28%</b>

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	December 2017	'Oct - Dec 2017	Budget	Thru December
			Budget	25%
<b>5102200 · Special Services</b>				
5102210 · Tax Assessing & Collecting Fees	0	184	1,618	(1,434) 11%
5102220 · Tax Appraisal Fee	0	4,538	16,355	(11,817) 28%
5102230 · Legal Fees	1,050	1,365	35,000	(33,635) 4%
5102240 · Audit	900	2,000	7,650	(5,650) 26%
5102250 · Accounting	0	0	2,000	(2,000) 0%
5102260 · Engineering Fees	130	396	10,000	(9,604) 4%
<b>Total 5102200 · Special Services</b>	<b>2,080</b>	<b>8,482</b>	<b>72,623</b>	<b>(64,141) 12%</b>
<b>5102300 · Contractual Services</b>				
5102310 · Consultant Fees	0	0	10,000	(10,000) 0%
<b>Total 5102300 · Contractual Services</b>	<b>0</b>	<b>0</b>	<b>10,000</b>	<b>(10,000) 0%</b>
<b>5102500 · Operating Services</b>				
5102530 · Custodial Service Contract	344	1,032	4,128	(3,096) 25%
5102540 · IT - Computer Maintenance	2,293	7,657	25,200	(17,543) 30%
<b>Total 5102500 · Operating Services</b>	<b>2,637</b>	<b>8,689</b>	<b>29,328</b>	<b>(20,639) 30%</b>
<b>5102600 · Special Expenses</b>				
5102610 · Election - Payroll	0	0	850	(850) 0%
5102620 · Election - Supplies	0	49	2,500	(2,452) 2%
5102630 · Election Meeting Expense	0	0	100	(100) 0%
5102650 · Codification Book Update	0	0	3,600	(3,600) 0%
<b>Total 5102600 · Special Expenses</b>	<b>0</b>	<b>49</b>	<b>7,050</b>	<b>(7,002) 1%</b>
<b>5103100 · General Supplies</b>				
5103110 · Office Supplies	321	1,912	8,000	(6,088) 24%
5103140 · Uniforms	0	0	350	(350) 0%
<b>Total 5103100 · General Supplies</b>	<b>321</b>	<b>1,912</b>	<b>8,350</b>	<b>(6,438) 23%</b>

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	December 2017	'Oct - Dec 2017	Budget	Thru December
			Budget	25%
<b>5103400 · Maintenance Supplies / Parts</b>				
5103410 · Supplies - Custodial	31	158	1,500	(1,342) 11%
5103440 · Maintenance Agreement Expense	0	0	400	(400) 0%
5103460 · Miscellaneous	0	0	1,500	(1,500) 0%
<b>Total 5103400 · Maintenance Supplies / Parts</b>	<b>31</b>	<b>158</b>	<b>3,400</b>	<b>(3,242) 5%</b>
<b>5104200 · Travel Expenses</b>				
5104210 · Travel - Local	0	312	500	(188) 62%
5104220 · Professional Development	0	589	6,550	(5,961) 9%
5104222 · Professional Develop - Council	0	931	1,300	(369) 72%
5104225 · City Council Meal Expense	0	87	2,200	(2,113) 4%
5104230 · Professional Develop - In-House	0	0	500	(500) 0%
<b>Total 5104200 · Travel Expenses</b>	<b>0</b>	<b>1,919</b>	<b>11,050</b>	<b>(9,131) 17%</b>
<b>5105200 · Data Processing Expenses</b>				
5105230 · Data Proc-Maintenance & Repair	0	0	8,000	(8,000) 0%
5105240 · Data Processing - Software	-200	9,398	11,005	(1,607) 85%
<b>Total 5105200 · Data Processing Expenses</b>	<b>-200</b>	<b>9,398</b>	<b>19,005</b>	<b>(9,607) 49%</b>
<b>5105300 · Printing Expense</b>				
5105310 · Copier Expense	-340	780	4,476	(3,696) 17%
5105320 · Printing - Newsletters	1,215	1,215	5,108	(3,893) 24%
5105330 · Printing - Forms	0	0	1,500	(1,500) 0%
<b>Total 5105300 · Printing Expense</b>	<b>875</b>	<b>1,995</b>	<b>11,084</b>	<b>(9,089) 18%</b>
<b>5105400 · Utilities</b>				
5105410 · Telephone	128	383	1,500	(1,117) 26%
5105415 · Cellular Phone	119	358	1,450	(1,092) 25%
5105417 · Internet	160	480	2,823	(2,343) 17%

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

	Current	Year to Date	\$ Over (Under)		% of Budget Thru December
	December 2017	'Oct - Dec 2017	Budget	Budget	25%
5105420 · Wireless Cards	76	228	912	(684)	25%
5105450 · Electricity	316	1,095	4,635	(3,540)	24%
<b>Total 5105400 · Utilities</b>	<b>799</b>	<b>2,544</b>	<b>11,320</b>	<b>(8,776)</b>	<b>22%</b>
5105500 · Repairs & Bldg Improvements					
5105520 · Repairs - Buildings	0	990	33,200	(32,210)	3%
5105540 · Repairs - Machinery & Equipment	0	0	500	(500)	0%
5105590 · Repairs - Other	25	199	1,300	(1,101)	15%
<b>Total 5105500 · Repairs &amp; Bldg Improvements</b>	<b>25</b>	<b>1,189</b>	<b>35,000</b>	<b>(33,811)</b>	<b>3%</b>
5105600 · Insurance					
5105610 · Insurance - Property	0	479	1,915	(1,436)	25%
5105620 · Insurance - Liability	0	200	800	(600)	25%
5105630 · Insurance - Fidelity Bond	250	250	300	(50)	83%
5105632 · Notary Bond	0	0	450	(450)	0%
5105635 · Public Officials Surety Bonds	0	260	2,210	(1,950)	12%
<b>Total 5105600 · Insurance</b>	<b>250</b>	<b>1,189</b>	<b>5,675</b>	<b>(4,486)</b>	<b>21%</b>
5105700 · Other Expenses					
5105705 · Postage	625	975	6,756	(5,781)	14%
5105710 · Cash - Over/Short	0	0	10	(10)	0%
5105725 · Records Management Expense	0	0	1,500	(1,500)	0%
5105730 · City - Memberships	1,091	1,391	2,500	(1,109)	56%
5105740 · Legal Notices/Advertisement	294	1,584	9,000	(7,417)	18%
5105752 · Employment Screening	0	0	400	(400)	0%
5105753 · Solicitor Screening	16	52	200	(148)	26%
5105760 · Bank Service Charge	47	59	100	(41)	59%
5105764 · Filing Fees	0	172	500	(328)	34%
5105765 · Miscellaneous	93	621	2,767	(2,146)	22%
<b>Total 5105700 · Other Expenses</b>	<b>2,166</b>	<b>4,853</b>	<b>23,733</b>	<b>(18,880)</b>	<b>20%</b>

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	December 2017	'Oct - Dec 2017	Budget	Thru December
			Budget	25%
5106400 · Minor Capital Outlay				
5106440 · Machinery & Equipment	0	0	1,000	(1,000)
5106465 · Furniture	0	0	1,000	(1,000)
Total 5106400 · Minor Capital Outlay	0	0	2,000	(2,000)
5109000 · Reserves				
5109015 - Reserve for FD & PD Radios	0	0	93,770	(93,770)
Total 5109000 - Reserves	0	0	93,770	(93,770)
Total 10 · Administration	27,156	113,087	608,355	(495,268)
20 · Police				
5201100 · Salaries & Wages				
5201120 · Police Chief	8,823	20,588	74,243	(53,655)
5201143 · Command Staff	6,811	15,892	57,309	(41,417)
5201150 · Certification Pay	277	646	2,400	(1,754)
5201180 · Merit Raises - Staff	0	0	3,947	(3,947)
Total 5201100 · Salaries & Wages	15,911	37,126	137,899	(100,773)
5201400 · Support Salaries				
5201405 · Support Staff	3,662	8,546	30,826	(22,280)
5201408 - Sergeant	5,975	19,098	88,047	(68,949)
5201410 · Patrol	27,648	64,348	248,352	(184,004)
5201412 - Patrol Part Time	3,063	5,150	20,500	(15,350)
5201415 · Certification Pay	104	427	2,701	(2,274)
5201470 - Salary Increase	0	0	6,220	(6,220)
5201480 · Merit Raises	0	0	10,012	(10,012)
5201490 · Overtime	1,552	3,113	16,000	(12,887)
Total 5201400 · Support Salaries	42,003	100,682	422,658	(321,976)
				24%

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	December 2017	'Oct - Dec 2017	Budget	Thru December Budget 25%
<b>5202100 - Employee Benefits</b>				
5202110 - Group Insurance	6,136	21,998	84,581	(62,583) 26%
5202135 - TMRS	5,160	12,731	53,161	(40,430) 24%
5202160 - Worker's Compensation	0	3,118	12,471	(9,353) 25%
5202170 - Payroll Taxes	968	2,203	8,789	(6,586) 25%
5202196 - Membership Dues	175	403	403	0 100%
<b>Total 5202100 - Employee Benefits</b>	<b>12,440</b>	<b>40,452</b>	<b>159,405</b>	<b>(118,953) 25%</b>
<b>5202300 - Contractual Services</b>				
5202355 - Contract Labor - Individual	0	0	500	(500) 0%
5202356 - Gingerbread House	0	1,000	1,000	0 100%
5202380 - Dispatch	0	7,962	15,925	(7,963) 50%
5202385 - Jail Expense	0	0	1,000	(1,000) 0%
5202390 - Special Response Team	0	7,500	8,500	(1,000) 88%
5202395 - Contractual Services Other	0	0	1,000	(1,000) 0%
<b>Total 5202300 - Contractual Services</b>	<b>0</b>	<b>16,462</b>	<b>27,925</b>	<b>(11,463) 59%</b>
<b>5202500 - Operating Services</b>				
5202530 - Custodial Service Contract	235	705	2,820	(2,115) 25%
5202540 - Computer Maintenance	0	0	700	(700) 0%
5202560 - Internet Subscriptions	0	0	1,350	(1,350) 0%
<b>Total 5202500 - Operating Services</b>	<b>235</b>	<b>705</b>	<b>4,870</b>	<b>(4,165) 14%</b>
<b>5202600 - Special Expenses</b>				
5202675 - National Night Out	0	135	500	(365) 27%
<b>Total 5202600 - Special Expenses</b>	<b>0</b>	<b>135</b>	<b>500</b>	<b>(365) 27%</b>
<b>5203100 - General Supplies</b>				
5203110 - Office Supplies	194	533	1,050	(517) 51%

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

	Current	Year to Date	\$ Over (Under)		% of Budget Thru December
			Budget	Budget	
	December 2017	'Oct - Dec 2017			
5203140 · Uniforms		0	256	8,500	(8,244) 3%
5203170 · Evidence Gathering		26	79	700	(621) 11%
<b>Total 5203100 · General Supplies</b>		<b>220</b>	<b>868</b>	<b>10,250</b>	<b>(9,382) 8%</b>
5203400 · Maintenance Supplies & Parts					
5203410 · Supplies - Custodial		0	30	800	(770) 4%
<b>Total 5203400 · Maintenance Supplies &amp; Parts</b>		<b>0</b>	<b>30</b>	<b>800</b>	<b>(770) 4%</b>
5204200 · Travel Expenses					
5204210 · Travel - Local		503	503	1,000	(497) 50%
5204220 · Professional Development		671	3,952	7,827	(3,875) 50%
5204235 · Ammo		0	0	1,000	(1,000) 0%
5204270 · Vehicle Expenses		1,541	5,332	24,000	(18,668) 22%
<b>Total 5204200 · Travel Expenses</b>		<b>2,714</b>	<b>9,786</b>	<b>33,827</b>	<b>(24,041) 29%</b>
5205200 · Data Processing Expenses					
5205220 · Data Proc - Equipment		0	439	5,000	(4,561) 9%
5205240 · Data Processing - Software		0	17,851	18,000	(149) 99%
<b>Total 5205200 · Data Processing Expenses</b>		<b>0</b>	<b>18,290</b>	<b>23,000</b>	<b>(4,710) 80%</b>
5205300 · Printing Expenses					
5205310 · Copier Expense		19	218	1,210	(992) 18%
5205330 · Printing - Forms		0	0	300	(300) 0%
5205350 · Printing - Other		0	105	500	(395) 21%
<b>Total 5205300 · Printing Expenses</b>		<b>19</b>	<b>323</b>	<b>2,010</b>	<b>(1,687) 16%</b>
5205400 · Utilities					
5205410 · Telephone		125	374	1,500	(1,126) 25%
5205415 · Cellular Phone		99	296	1,188	(892) 25%
5205417 · Internet - PD		160	480	1,920	(1,440) 25%

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

	Current	Year to Date	\$ Over		% of Budget
			(Under)		
	December 2017	'Oct - Dec 2017	Budget	Budget	Thru December
5205420 · Wireless Cards		190	570	3,192	(2,622)
5205450 · Electricity		325	842	4,500	(3,658)
<b>Total 5205400 · Utilities</b>		<b>898</b>	<b>2,562</b>	<b>12,300</b>	<b>(9,738)</b>
					21%
5205500 · Repairs & Building Improvements					
5205520 · Repairs - Building		43	43	5,000	(4,957)
5205540 · Repairs- Machinery & Equipment		43	43	1,000	(958)
5205550 · Repairs - Vehicles		445	836	10,000	(9,164)
<b>Total 5205500 · Repairs &amp; Building Improvements</b>		<b>530</b>	<b>921</b>	<b>16,000</b>	<b>(15,079)</b>
					6%
5205600 · Insurance					
5205610 · Insurance - Property		0	488	1,950	(1,463)
5205620 · Insurance - Liability		0	1,337	5,348	(4,011)
5205640 · Insurance - Vehicle		0	1,227	4,908	(3,681)
<b>Total 5205600 · Insurance</b>		<b>0</b>	<b>3,052</b>	<b>12,206</b>	<b>(9,155)</b>
					25%
5205700 · Other Expenses					
5205742 · Public Relations		0	0	550	(550)
5205745 · Weapons Purchase Plan		0	0	11,730	(11,730)
5205752 · Employment Screening		200	200	1,550	(1,350)
5205765 · Miscellaneous		0	141	1,500	(1,359)
<b>Total 5205700 · Other Expenses</b>		<b>200</b>	<b>341</b>	<b>15,330</b>	<b>(14,989)</b>
					9% 2%
5206400 · Minor Capital Outlay					
5206440 · Machinery & Equipment		475	553	9,734	(9,181)
5206445 · Personal Protective Equipment		0	0	2,600	(2,600)
5206450 · Vehicles		0	0	57,350	(57,350)
<b>Total 5206400 · Minor Capital Outlay</b>		<b>475</b>	<b>553</b>	<b>69,684</b>	<b>(69,131)</b>
					1%
<b>Total 20 · Police</b>		<b>75,646</b>	<b>232,288</b>	<b>948,664</b>	<b>(716,376)</b>
					24%

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	December 2017	'Oct - Dec 2017	Budget	Thru December
			Budget	25%
<b>25 • Municipal Court</b>				
5251100 • Salaries & Wages				
5251140 • Municipal Judge	634	1,901	11,110	(9,210)
Total 5251100 • Salaries & Wages	634	1,901	11,110	(9,210)
17%				17%
5251400 • Support Staff				
5251405 • Support Staff	4,243	9,901	34,695	(24,794)
5251470 - Salary Increase	0	0	1,041	(1,041)
5251480 • Merit Raises	0	0	1,041	(1,041)
5251490 • Overtime	212	332	1,400	(1,069)
Total 5251400 • Support Staff	4,455	10,232	38,177	(27,945)
24%				27%
5252100 • Employee Benefits				
5252110 • Group Insurance	634	2,504	7,612	(5,108)
5252135 • TMRS	434	996	3,637	(2,641)
5252160 • Worker's Compensation	0	39	156	(117)
5252170 • Payroll Taxes	113	294	1,384	(1,090)
5252196 - Membership Dues	0	0	60	(60)
Total 5252100 • Employee Benefits	1,181	3,833	12,849	(9,016)
30%				30%
5252300 • Contractual Services				
5251420 • Jury Fees	0	0	200	(200)
5251425 • City Prosecutor	1,214	2,587	11,370	(8,783)
5251450 • Contract Labor - Company	0	0	600	(600)
5252375 • Comptroller - Warrant Fees	18,790	18,790	96,000	(77,210)
Total 5252300 • Contractual Services	20,004	21,376	108,170	(86,794)
20%				20%
5253100 • General Supplies				
5253110 • Office Supplies	0	0	175	(175)
5253140 • Uniforms	0	0	50	(50)
0%				0%

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

	Current	Year to Date	\$ Over (Under)		% of Budget
			Budget	Budget	
	December 2017	'Oct - Dec 2017			
<b>Total 5253100 · General Supplies</b>			225	(225)	0%
5254200 · Travel Expenses					
5254210 · Travel - Local	0	0	25	(25)	0%
5254220 · Professional Development	0	0	50	(50)	0%
<b>Total 5254200 · Travel Expenses</b>	0	0	75	(75)	0%
5255200 · Data Processing Expenses					
5255240 · Data Processing - SW Maint.	0	2,153	2,351	(198)	92%
<b>Total 5255200 · Data Processing Expenses</b>	0	2,153	2,351	(198)	92%
5255300 · Printing Expense					
5255350 · Printing - Other	76	586	800	(214)	73%
<b>Total 5255300 · Printing Expense</b>	76	586	800	(214)	73%
5255600 · Insurance					
5255620 · Insurance - Liability	0	53	210	(158)	25%
<b>Total 5255600 · Insurance</b>	0	53	210	(158)	25%
5255700 · Other Expenses					
5255765 · Miscellaneous	0	0	50	(50)	0%
5255768 · Collection Agency Fees	285	2,079	8,868	(6,789)	23%
5255772 · Warrant Fee - Omni	1,423	1,597	8,264	(6,667)	19%
<b>Total 5255700 · Other Expenses</b>	1,708	3,676	17,182	(13,506)	21%
<b>Total 25 · Municipal Court</b>	28,057	43,809	191,149	(147,340)	23%
30 · Fire					
5301100 · Salaries & Wages					
5301125 · Fire Chief	4,653	10,857	39,156	(28,299)	28%
5301135 · Deputy Chief/Fire December shall	2,883	6,728	22,069	(15,341)	30%

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	Current	Year to Date	\$ Over (Under)	% of Budget
	December 2017	'Oct - Dec 2017	Budget	Thru December
			Budget	25%
5301140 - Fire Captains	9,279	21,358	70,760	(49,402) 30%
5301150 - Officer in Charge & Holiday	1,688	3,704	12,648	(8,944) 29%
5301170 - Salary Increase	0	0	2,933	(2,933) 0%
5301180 - Merit Raises - Staff	0	0	4,048	(4,048) 0%
<b>Total 5301100 - Salaries &amp; Wages</b>	<b>18,503</b>	<b>42,648</b>	<b>151,614</b>	<b>(108,966) 28%</b>
<b>5301400 - Support Salaries</b>				
5301440 - Firefighters	35,736	83,471	326,555	(243,084) 26%
5301442 - Salary Increase	0	0	867	(867) 0%
5301470 - Salary Increase	0	0	4,876	(4,876) 0%
5301480 - Merit Raises	0	0	9,943	(9,943) 0%
5301485 - Volunteer Incentive Program	0	3,290	16,850	(13,561) 20%
<b>Total 5301400 - Support Salaries</b>	<b>35,736</b>	<b>86,761</b>	<b>359,091</b>	<b>(272,330) 24%</b>
<b>5302100 - Employee Benefits</b>				
5302135 - TMRS	736	1,733	6,534	(4,801) 27%
5302137 - Volunteer Retirement	0	1,125	5,200	(4,075) 22%
5302160 - Worker's Compensation	0	4,218	12,731	(8,513) 33%
5302170 - Payroll Taxes	3,680	8,544	33,617	(25,073) 25%
5302196 - Membership Dues	0	487	2,200	(1,713) 22%
<b>Total 5302100 - Employee Benefits</b>	<b>4,416</b>	<b>16,106</b>	<b>60,282</b>	<b>(44,176) 27%</b>
<b>5302300 - Contractual Services</b>				
5302310 - Consultant Fees	0	0	1,500	(1,500) 0%
5302380 - Dispatch	0	8,447	15,925	(7,478) 53%
5302385 - Emergency Transport Service	15,890	15,890	63,559	(47,669) 25%
<b>Total 5302300 - Contractual Services</b>	<b>15,890</b>	<b>24,337</b>	<b>80,984</b>	<b>(56,647) 30%</b>
<b>5302500 - Operating Services</b>				
5302510 - Maintenance Agreements	525	4,461	9,500	(5,039) 47%

**City of Ovilla General Fund**  
**Actual vs Budget Review**  
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	Current	Year to Date	\$ Over (Under)	% of Budget
	December 2017	'Oct - Dec 2017		
	Budget	Budget		
5302570 - Warning System Maintenance	0	0	2,500	(2,500) 0%
5302580 - Generator Maintenance	0	0	2,120	(2,120) 0%
<b>Total 5302500 - Operating Services</b>	<b>525</b>	<b>4,461</b>	<b>14,120</b>	<b>(9,659) 32%</b>
5302600 - Special Expenses				
5302675 - National Night Out	0	236	350	(114) 67%
<b>Total 5302600 - Special Expenses</b>	<b>0</b>	<b>236</b>	<b>350</b>	<b>(114) 67%</b>
5303100 - General Supplies				
5303110 - Office Supplies	119	119	1,000	(881) 12%
5303140 - Uniforms	35	2,097	5,000	(2,903) 42%
5303160 - Medical Supplies	1,103	2,070	8,000	(5,930) 26%
5303165 - Medical Support	86	106	1,000	(894) 11%
5303170 - Evidence Gathering	0	0	800	(800) 0%
5303175 - Education Aids	0	0	1,000	(1,000) 0%
<b>Total 5303100 - General Supplies</b>	<b>1,343</b>	<b>4,393</b>	<b>16,800</b>	<b>(12,407) 26%</b>
5303400 - Maintenance Supplies & Parts				
5303410 - Supplies - Custodial	268	268	2,500	(2,232) 11%
5303420 - Building Alarm Maintenance	0	0	2,300	(2,300) 0%
<b>Total 5303400 - Maintenance Supplies &amp; Parts</b>	<b>268</b>	<b>268</b>	<b>4,800</b>	<b>(4,532) 6%</b>
5304200 - Travel Expenses				
5304220 - Professional Development	5	5	7,600	(7,595) 0%
5304270 - Vehicle Expenses	697	2,332	9,000	(6,668) 26%
<b>Total 5304200 - Travel Expenses</b>	<b>702</b>	<b>2,337</b>	<b>16,600</b>	<b>(14,263) 14%</b>
5305200 - Data Processing Expenses				
5305230 - Data Proc-Maintenance & Repair	403	523	5,000	(4,477) 10%
5305240 - Data Processing - Software	4,997	6,780	10,000	(3,220) 68%

**City of Ovilla General Fund**  
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	Current	Year to Date	\$ Over (Under)		% of Budget Thru December
			Budget	Budget	
	December 2017	'Oct - Dec 2017			
Total 5305200 · Data Processing Expenses		5,400	7,303	15,000	(7,697) 49%
5305300 · Printing Expense					
5305310 · Copier Expense		250	889	3,200	(2,311) 28%
5305330 · Printing - Forms		0	0	100	(100) 0%
Total 5305300 · Printing Expense		250	889	3,300	(2,411) 27%
5305400 · Utilities					
5305410 · Telephone		223	646	2,168	(1,522) 30%
5305415 · Cellular Phone		124	373	1,490	(1,117) 25%
5305417 · Internet - Fire Dept.		530	1,382	4,660	(3,278) 30%
5305430 · Natural Gas		283	418	3,000	(2,582) 14%
5305450 · Electricity		415	1,431	5,650	(4,219) 25%
Total 5305400 · Utilities		1,574	4,249	16,968	(12,719) 25%
5305500 · Repairs & Bldg Improvements					
5305520 · Repairs - Building		0	2,244	20,000	(17,756) 11%
5305540 · Repairs - Machinery & Equipment		978	3,832	19,000	(15,168) 20%
5305545 · Repairs - Apparatus		0	3,465	12,000	(8,535) 29%
5305550 · Repairs - Vehicles		0	50	3,500	(3,450) 1%
Total 5305500 · Repairs & Bldg Improvements		978	9,592	54,500	(44,908) 18%
5305600 · Insurance					
5305610 · Insurance - Property		0	446	1,783	(1,337) 25%
5305620 · Insurance - Liability		0	357	1,428	(1,071) 25%
5305640 · Insurance - Vehicle		0	3,211	12,845	(9,634) 25%
Total 5305600 · Insurance		0	4,014	16,056	(12,042) 25%
5305700 · Other Expenses					
5305705 · Postage		0	0	50	(50) 0%
5305752 · Employment Screening		32	90	500	(410) 18%
5305765 · Flags & Miscellaneous		0	0	100	(100) 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 December
			Budget	Budget	
	December 2017	'Oct - Dec 2017			
<b>Total 5305700 - Other Expenses</b>			650	(560)	25%
	32	90			14%
<b>5306400 - Minor Capital Outlay</b>					
5306440 - Machinery & Equipment	0	0	10,300	(10,300)	0%
5306445 - Personal Protective Equipment	0	750	20,247	(19,498)	4%
<b>Total 5306400 - Minor Capital Outlay</b>		750	30,547	(29,798)	2%
<b>Total 30 - Fire</b>	85,617	208,434	841,662	(633,228)	25%
<b>40 - Community Services</b>					
<b>    5401100 - Salaries &amp; Wages</b>					
5401135 - ACO/Code Enforcement Officer	5,676	13,244	47,757	(34,513)	28%
5401140 - Permit Clerk - Code	1,784	8,642	21,643	(13,001)	40%
5401180 - Merit Raises - Staff	0	0	2,083	(2,083)	0%
5401190 - Overtime	1,112	2,408	7,500	(5,092)	32%
<b>Total 5401100 - Salaries &amp; Wages</b>	8,572	24,294	78,983	(54,689)	31%
<b>    5402100 - Employee Benefits</b>					
5402110 - Group Insurance	1,029	2,584	15,399	(12,815)	17%
5402135 - TMRS	1,168	2,706	10,014	(7,308)	27%
5402160 - Worker's Compensation	0	98	392	(294)	25%
5402170 - Payroll Taxes	172	419	1,469	(1,050)	29%
5402190 - License	0	0	625	(625)	0%
<b>Total 5402100 - Employee Benefits</b>	2,369	5,808	27,899	(22,091)	21%
<b>    5402300 - Contractual Services</b>					
5402315 - Contract Building Inspections	983	4,312	43,800	(39,488)	10%
5402370 - Impound Fees	150	350	2,300	(1,950)	15%
<b>Total 5402300 - Contractual Services</b>	1,133	4,662	46,100	(41,438)	10%
<b>    5402600 - Special Expenses</b>					
5402680 - Environmental Testing	0	14	2,300	(2,286)	1%

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

	Current	Year to Date	\$ Over (Under)		% of Budget Thru December
			Budget	Budget	
	December 2017	'Oct - Dec 2017			
5402683 - Septic Tank Fee to State		10	100	(90)	10%
5402685 - Clean up Day		0	100	(100)	0%
5402687 - Abatement Nuisance		240	720	(480)	60%
<b>Total 5402600 - Special Expenses</b>	<b>250</b>	<b>744</b>	<b>3,700</b>	<b>(2,956)</b>	<b>20%</b>
 5403100 - General Supplies					
5403110 - Office Supplies		0	50	(50)	0%
5403120 - Animal Care		0	150	(150)	0%
5403122 - Pet Supplies		50	600	(321)	47%
5403140 - Uniforms		53	600	(547)	9%
<b>Total 5403100 - General Supplies</b>	<b>103</b>	<b>332</b>	<b>1,400</b>	<b>(1,068)</b>	<b>24%</b>
 5403400 - Maintenance Supplies & Parts					
5403460 - Miscellaneous		0	200	(200)	0%
<b>Total 5403400 - Maintenance Supplies &amp; Parts</b>	<b>0</b>	<b>0</b>	<b>200</b>	<b>(200)</b>	<b>0%</b>
 5404200 - Travel Expenses					
5404210 - Travel - Local		0	25	(25)	0%
5404220 - Professional Development		0	400	(375)	6%
5404270 - Vehicle Expenses		121	409	(2,591)	14%
<b>Total 5404200 - Travel Expenses</b>	<b>121</b>	<b>434</b>	<b>3,425</b>	<b>(2,991)</b>	<b>13%</b>
 5405200 - Data Processing Expenses					
5405240 - Data Processing - Software		0	2,500	0	100%
<b>Total 5405200 - Data Processing Expenses</b>	<b>0</b>	<b>2,500</b>	<b>2,500</b>	<b>0</b>	<b>100%</b>
 5405300 - Printing Expense					
5405330 - Printing - Forms		0	400	(400)	0%
<b>Total 5405300 - Printing Expense</b>	<b>0</b>	<b>0</b>	<b>400</b>	<b>(400)</b>	<b>0%</b>
 5405400 - Utilities					

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

	Current	Year to Date	\$ Over (Under)		% of Budget Thru December
	December 2017	'Oct - Dec 2017	Budget	Budget	
5405415 · Cellular Phone		74	222	1,074	(852) 25%
Total 5405400 · Utilities		74	222	1,074	(852) 21%
5405600 · Insurance					
5405610 · Insurance - Property		0	3	10	(8) 25%
5405620 · Insurance - Liability		0	46	183	(137) 25%
5405640 · Insurance - Vehicle		0	16	63	(47) 25%
Total 5405600 · Insurance		0	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		0	532	1,000	(468) 53%
Total 5406400 · Minor Capital Outlay		0	532	1,000	(468) 53%
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	12,621	39,591	198,737	(159,146)	20%
45 · Solid Waste					
5455400 · Utilities					
5455465 · Solid waste Pickup (Garbage)	19,691	58,821	228,497	(169,676)	26%
Total 5455400 · Utilities	19,691	58,821	228,497	(169,676)	26%
Total 45 · Solid Waste	19,691	58,821	228,497	(169,676)	26%
50 · Streets					

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

	Current	Year to Date	\$ Over (Under)		% of Budget Thru December
			Budget	Budget	
	December 2017	'Oct - Dec 2017			
5501400 · Support Staff					
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	0	471	1,882	(1,412)	25%
5502170 · Payroll Taxes	0	0	428	(428)	0%
5502190 · License	0	25	122	(97)	20%
Total 5502100 · Employee Benefits	0	496	12,898	(12,403)	4%
5502200 · Special Services					
5502280 · NCTCOG- SWMP Fees	100	100	3,360	(3,260)	3%
Total 5502200 · Special Services	100	100	3,360	(3,260)	3%
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	0	123	600	(477)	20%
Total 5503100 · General Supplies	0	123	700	(577)	18%
5503400 · Maintenance Supplies & Parts					
5503405 · Drainage Maintenance	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 (Under)	% of Budget
	December 2017	'Oct - Dec 2017	Budget	Thru December
			Budget	25%
5503420 · Supplies - Street Signs	0	0	2,000	(2,000) 0%
5503460 · Miscellaneous	34	34	300	(266) 11%
<b>Total 5503400 · Maintenance Supplies &amp; Parts</b>	<b>34</b>	<b>34</b>	<b>2,800</b>	<b>(2,766) 1%</b>
5504200 · Travel Expenses				
5504220 · Professional Development	0	0	500	(500) 0%
5504270 · Vehicle Expenses	162	633	6,000	(5,367) 11%
<b>Total 5504200 · Travel Expenses</b>	<b>162</b>	<b>633</b>	<b>6,500</b>	<b>(5,867) 10%</b>
5505300 · Printing Expense				
5505350 · Printing - Other	0	0	350	(350) 0%
<b>Total 5505300 · Printing Expense</b>	<b>0</b>	<b>0</b>	<b>350</b>	<b>(350) 0%</b>
5505400 · Utilities				
5505450 · Electricity	4,025	11,952	47,000	(35,048) 25%
<b>Total 5505400 · Utilities</b>	<b>4,025</b>	<b>11,952</b>	<b>47,000</b>	<b>(35,048) 25%</b>
5505500 · Repairs & Bldg Improvements				
5405520 · Repairs - Building	0	0	500	(500) 0%
5505540 · Repairs - Machinery & Equipment	130	995	2,500	(1,505) 40%
5505550 · Repairs - Vehicles	221	1,446	2,500	(1,054) 58%
5505560 · Repairs -Street Maint.& Repairs	509	661	50,000	(49,339) 1%
5505565 · Repairs - Infrastructure Drainage	0	1,600	3,000	(1,400) 53%
5505575 · Repairs - 50/50 Sidewalk Program	0	0	2,500	(2,500) 0%
5505590 · Repairs - Other	0	0	1,500	(1,500) 0%
<b>Total 5505500 · Repairs &amp; Bldg Improvements</b>	<b>860</b>	<b>4,702</b>	<b>62,500</b>	<b>(57,798) 8%</b>
5505600 · Insurance				
5505620 · Insurance - Liability	0	447	1,787	(1,340) 25%
5505640 · Insurance - Vehicle	0	792	3,168	(2,376) 25%
<b>Total 5505600 · Insurance</b>	<b>0</b>	<b>1,239</b>	<b>4,955</b>	<b>(3,716) 25%</b>

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

	Current	Year to Date	\$ Over (Under)		% of Budget Thru December
	December 2017	'Oct - Dec 2017	Budget	Budget	25%
<b>5505700 · Other Expenses</b>					
5505752 · Employment Screening	0	0	150	(150)	0%
<b>Total 5505700 · Other Expenses</b>	<b>0</b>	<b>0</b>	<b>150</b>	<b>(150)</b>	<b>0%</b>
<b>5506400 · Minor Capital Outlay</b>					
5506440 · Machinery & Equipment	0	0	2,500	(2,500)	0%
5506445 · Personal Protective Equipment	95	95	300	(205)	32%
5506490 · Other	187	187	850	(663)	22%
<b>Total 5506400 · Minor Capital Outlay</b>	<b>282</b>	<b>282</b>	<b>3,650</b>	<b>(3,368)</b>	<b>8%</b>
<b>5507400 · Capitalized Assets</b>					
5507440 · Machinery & Equipment	0	0	10,000	(10,000)	0%
5507460 · Infrastructure	0	0	270,000	(270,000)	0%
<b>Total 5507400 · Capitalized Assets</b>	<b>0</b>	<b>0</b>	<b>280,000</b>	<b>(280,000)</b>	<b>0%</b>
<b>Total 50 · Streets</b>	<b>5,463</b>	<b>19,561</b>	<b>456,922</b>	<b>(437,361)</b>	<b>4%</b>
<b>60 · Parks</b>					
<b>5602400 · Rentals</b>					
5602490 · Rental - Other	210	838	3,000	(2,162)	28%
<b>Total 5602400 · Rentals</b>	<b>210</b>	<b>838</b>	<b>3,000</b>	<b>(2,162)</b>	<b>28%</b>
<b>5602600 · Special Expenses</b>					
5602680 · Heritage Day	0	103	15,300	(15,197)	1%
5602690 · Special Events	0	691	5,000	(4,309)	14%
<b>Total 5602600 · Special Expenses</b>	<b>0</b>	<b>795</b>	<b>20,300</b>	<b>(19,505)</b>	<b>4%</b>
<b>5603400 · Maintenance Supplies &amp; Parts</b>					

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	December 2017	'Oct - Dec 2017	Budget	Thru December
			Budget	25%
5303410 - Supplies - Custodial	0	0	2,000	(2,000) 0%
5603460 - Miscellaneous	0	0	300	(300) 0%
<b>Total 5603400 - Maintenance Supplies &amp; Parts</b>	<b>0</b>	<b>0</b>	<b>2,300</b>	<b>(2,300) 0%</b>
5605400 - Utilities				
5605450 - Electricity	631	2,022	8,300	(6,278) 24%
<b>Total 5605400 - Utilities</b>	<b>631</b>	<b>2,022</b>	<b>8,300</b>	<b>(6,278) 24%</b>
5605500 - Repairs & Bldg Improvements				
5605520 - Repairs - Building	0	0	250	(250) 0%
5605530 - REPAIRS-IMP OTHER THAN BLDGS	75	575	1,500	(925) 38%
<b>Total 5605500 - Repairs &amp; Bldg Improvements</b>	<b>75</b>	<b>575</b>	<b>1,750</b>	<b>(1,175) 33%</b>
5605600 - Insurance				
5605610 - Insurance - Property	0	66	265	(199) 25%
5605620 - Insurance - Liability	0	105	418	(314) 25%
<b>Total 5605600 - Insurance</b>	<b>0</b>	<b>171</b>	<b>683</b>	<b>(512) 25%</b>
5605700 - Other Expenses				
5605765 - Miscellaneous	0	70	300	(230) 23%
<b>Total 5605700 - Other Expenses</b>	<b>0</b>	<b>70</b>	<b>300</b>	<b>(230) 23%</b>
5606400 - Minor Capital Outlay				
5606410 - Land Improvements	0	285	6,800	(6,515) 4%
5606440 - Machinery & Equipment	0	0	2,000	(2,000) 0%
<b>Total 5606400 - Minor Capital Outlay</b>	<b>0</b>	<b>285</b>	<b>8,800</b>	<b>(8,515) 3%</b>
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%
<b>Total 5607400 - Capitalized Assets</b>	<b>0</b>	<b>0</b>	<b>36,000</b>	<b>(36,000) 0%</b>

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	December 2017	'Oct - Dec 2017	Budget	Thru December Budget 25%
Total 60 - Parks	916	4,755	81,433	(76,678) 6%
Total Expenditures	255,167	720,347	3,555,419	(2,835,072) 20%
Net Change in Fund Balance	933,295	793,545	0	793,545 100%

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	December 2017	Oct - Dec 2017	Budget	Thru December
			Budget	25%
<b>Resources</b>				
4000400 · Charges for Services				
4000460 · Water Sales	60,753	231,985	920,296	(688,311) 25%
4000461 · Sewer Service	31,668	98,448	399,708	(301,260) 25%
4000465 · Water & Sewer Penalties	1,446	4,412	17,985	(13,573) 25%
4000471 · Reconnect Fees	613	1,525	5,400	(3,875) 28%
4000472 · Meters	0	0	3,700	(3,700) 0%
4000473 · Connect Fees	270	575	3,000	(2,425) 19%
4000478 · Infrastructure Improvement Fee	5,381	16,091	68,724	(52,633) 23%
4000480-Solid Waste Fees (Garbage)	0	0	0	0 0%
Total 4000400 · Charges for Services	100,131	353,035	1,418,813	(1,065,778) 25%
4000800 · Other Revenue				
4000880 · Capital Rec Fee	0	3,750	37,500	(33,750) 10%
4000840 · Interest Earned	267	799	2,900	(2,101) 28%
4000890 · Misc Other Revenue	0	0	0	0 0%
Total 4000800 · Other Revenue	267	4,549	40,400	(35,851) 11%
Total Resources	100,399	357,584	1,459,213	(1,101,629) 25%
<b>Expense</b>				
70 · Administration				
5701100 · Salaries & Wages				
5701110 · City Administrator	7,341	7,341	26,250	(18,909) 28%
5701115 · City Secretary	4,375	4,375	14,750	(10,375) 30%
5701117 · Finance Accountant	3,639	3,639	13,113	(9,474) 28%
5701120 · Admin. Support	2,499	2,499	9,012	(6,513) 28%
5701130 · Public Works Director	6,860	16,007	57,722	(41,715) 28%
5701180 · Merit Raises, Staff	0	0	3,626	(3,626) 0%
Total 5701100 · Salaries & Wages	24,714	33,861	124,473	(90,612) 27%

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	December 2017	Oct - Dec 2017	Budget	Thru December
			Budget	25%
5702100 · Employee Benefits				
5702110 · Group Insurance	647	2,543	7,767	(5,224) 33%
5702135 · TMRS	674	1,573	5,879	(4,306) 27%
5702160 - Workers Compensation	0	212	849	(637) 25%
5702170 · Payroll Taxes	99	231	863	(632) 27%
Total 5702100 · Employee Benefits	1,420	4,559	15,358	(10,799) 30%
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	0	220	3,500	(3,280) 6%
Total 5702300 · Contractual Services /Personnel	0	220	3,500	(3,280) 6%
5703100 · General Supplies				
5703110 · Office Supplies	0	119	800	(681) 15%
Total 5703100 · General Supplies	0	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 Util Fund**  
**Actual vs Budget Review**  
**FY October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	December 2017	Oct - Dec 2017	Budget	Thru December
			Budget	25%
5705230 · Data Processing - Maintenance & Repair	487	720	1,571	(851) 46%
5705240 · Data Processing - Software	0	2,500	2,500	0 100%
<b>Total 5705200 · Data Processing Expenses</b>	<b>487</b>	<b>3,220</b>	<b>4,071</b>	<b>(851) 79%</b>
5705300 · Printing Expense				
5705350 · Printing - Other	0	0	250	(250) 0%
<b>Total 5705300 · Printing Expense</b>	<b>0</b>	<b>0</b>	<b>250</b>	<b>(250) 0%</b>
5705400 · Utilities				
5705410 · Telephone	112	336	1,350	(1,014) 25%
5705415 · Cellular Phone	113	339	1,360	(1,021) 25%
5705417 · Internet	160	480	1,930	(1,450) 25%
<b>Total 5705400 · Utilities</b>	<b>385</b>	<b>1,155</b>	<b>4,640</b>	<b>(3,485) 25%</b>
5705700 · Other Expenses				
5705705 · Postage	0	1,000	6,225	(5,225) 16%
5705740 · Advertising	0	0	100	(100) 0%
5705760 · Bank Service Charge	12	41	250	(209) 16%
5705765 · Miscellaneous	0	0	100	(100) 0%
<b>Total 5705700 · Other Expenses</b>	<b>12</b>	<b>1,041</b>	<b>6,675</b>	<b>(5,634) 16%</b>
5706400 · Minor Capital Outlay				
5706440 · Machinery & Equipment	0	0	1,500	(1,500) 0%
<b>Total 5706400 · Minor Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>1,500</b>	<b>(1,500) 0%</b>
5709000 · Reserve				
5708215 · Admin. Exp. to General Fund	5,931	5,931	23,724	(17,793) 25%
5709002 · Capital Improv. Water/Sewer Reserve	0	0	58,700	(58,700) 0%
5709010 · Administrative Reserves	0	0	23,325	(23,325) 0%
<b>Total 5709000 · Reserve</b>	<b>5,931</b>	<b>5,931</b>	<b>105,749</b>	<b>(99,818) 6%</b>

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	December 2017	Oct - Dec 2017	Budget	Thru December
			Budget	25%
<b>Total 70 - Administration</b>	32,950	50,106	276,716	(226,610) 18%
<b>75 - Water</b>				
<b>5751100 - Salaries &amp; Wages</b>				
5751133 - Superintendent	5,424	12,656	45,636	(32,980) 28%
5751170 - Salary Increase	0	0	1,370	(1,370) 0%
5751190 - Overtime	203	271	2,000	(1,729) 14%
<b>Total 5751100 - Salaries &amp; Wages</b>	5,627	12,927	49,006	(36,079) 26%
<b>5751400 - Support Salaries</b>				
5751405 - Support Staff	2,705	6,827	30,322	(23,495) 23%
5751415 - Maintenance Crew	6,380	20,418	84,989	(64,571) 24%
5751430 - Seasonal Crew	0	0	3,000	(3,000) 0%
5751450 - Certification Pay	138	323	1,200	(877) 27%
5751480 - Merit Raises	0	0	4,840	(4,840) 0%
5751490 - Overtime	81	1,363	4,000	(2,637) 34%
5751500 - Water - On Call	250	550	1,550	(1,000) 35%
<b>Total 5751400 - Support Salaries</b>	9,555	29,481	129,901	(100,420) 23%
<b>5752100 - Employee Benefits</b>				
5752110 - Group Insurance	2,023	8,542	38,057	(29,515) 22%
5752135 - TMRS	1,613	4,253	16,544	(12,291) 26%
5752160 - Worker's Compensation	0	1,060	4,240	(3,180) 25%
5752170 - Payroll Taxes	247	655	2,427	(1,772) 27%
5752190 - Licenses	0	0	222	(222) 0%
<b>Total 5752100 - Employee Benefits</b>	3,882	14,510	61,490	(46,980) 24%
<b>5752300 - Contractual Services/Personnel</b>				
5752350 - Contract Labor - Company	0	0	1,500	(1,500) 0%
5752380 - Dispatch	0	6,826	13,650	(6,824) 50%

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

	Current	Year to Date	\$ Over (Under)		% of Budget
	December 2017	Oct - Dec 2017	Budget	Budget	Thru December
Total 5752300 · Contractual Services/Personnel					
	0	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	300	1,185	5,600	(4,415)	21%
5752590 · TCEQ Fees	0	2,967	3,500	(533)	85%
Total 5752500 · Operating Services	300	4,152	9,100	(4,948)	46%
5753100 · General Supplies					
5753140 · Uniforms	0	1,336	2,400	(1,064)	56%
Total 5753100 · General Supplies	0	1,336	2,400	(1,064)	56%
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	370	1,532	10,000	(8,468)	15%
Total 5754200 · Travel Expenses	370	1,532	10,750	(9,218)	14%
5755200 · Data Processing Expenses					
5755240 · Data Processing - Software	3,700	3,700	3,700	0	100%
Total 5755200 · Data Processing Expenses	3,700	3,700	3,700	0	100%
5755300 · Printing Expenses					
5755310 · Copier Expense	780	780	3,000	(2,220)	26%
5755350 · Printing - Other	0	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
	December 2017	Oct - Dec 2017	Budget	Thru December
			Budget	25%
<b>Total 5755300 · Printing Expenses</b>	780	2,045	5,500	(3,455) 37%
<b>5755400 · Utilities</b>				
5755415 · Cellular Phone	16	47	188	(141) 25%
5755450 · Electricity	1,882	5,873	27,000	(21,127) 22%
5755460 · Water, wholesale	29,034	113,025	441,905	(328,880) 26%
<b>Total 5755400 · Utilities</b>	30,931	118,946	469,093	(350,147) 25%
<b>5755500 · Repairs &amp; Building Improvements</b>				
5755540 · Repairs- Machinery & Equipment	126	1,529	3,000	(1,471) 51%
5755550 · Repairs - Vehicles	0	774	2,000	(1,226) 39%
5755570 · Inventory Expense	209	1,600	9,000	(7,400) 18%
5755580 · Water Chemical Expense	727	2,521	8,500	(5,979) 30%
5755590 · Repairs - Other	23	23	3,000	(2,977) 1%
<b>Total 5755500 · Repairs &amp; Building Improvements</b>	1,085	6,448	25,500	(19,052) 25%
<b>5755600 · Insurance</b>				
5755610 · Insurance - Property	0	778	3,112	(2,334) 25%
5755620 · Insurance - Liability	0	317	1,268	(951) 25%
5755640 · Insurance - Vehicle	0	496	1,985	(1,489) 25%
<b>Total 5755600 · Insurance</b>	0	1,591	6,365	(4,774) 25%
<b>5755700 · Other Expenses</b>				
5755752 · Employment Screening	0	80	150	(70) 53%
<b>Total 5755700 · Other Expenses</b>	0	80	150	(70) 53%
<b>5756400 · Minor Capital Outlay</b>				
5756440 · Machinery & Equipment	0	0	2,000	(2,000) 0%
5756490 · Other	130	130	500	(370) 26%
<b>Total 5756400 · Minor Capital Outlay</b>	130	130	2,500	(2,370) 5%

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	December 2017	Oct - Dec 2017	Budget	Thru December
			Budget	25%
<b>5757400 · Capitalized Assets</b>				
5757440 · Machinery & Equipment	0	0	10,000	(10,000)
5757470 · Infrastructure - Water	2,057	3,889	4,000	(111)
<b>Total 5757400 · Capitalized Assets</b>	<b>2,057</b>	<b>3,889</b>	<b>14,000</b>	<b>(10,111)</b>
<b>5757900 · Long-Term Debt</b>				
5758225 · Admin. Expense to Debt Fund	2,593	2,593	10,372	(7,779)
<b>Total 5757900 · Long-Term Debt</b>	<b>2,593</b>	<b>2,593</b>	<b>10,372</b>	<b>(7,779)</b>
<b>Total 75 · Water</b>	<b>61,012</b>	<b>210,187</b>	<b>815,527</b>	<b>(605,340)</b>
<b>80 · Sewer</b>				
<b>5801400 · Support Salaries</b>				
5801405 · Support Staff	3,745	3,745	17,322	(13,577)
5801415 · Maintenance Crew	4,454	10,394	37,482	(27,088)
5801450 · Certification Pay	138	323	1,210	(887)
5801480 · Merit Raises	0	0	2,025	(2,025)
5801490 · Overtime	56	278	2,500	(2,222)
5801500 · Sewer - On Call	50	150	600	(450)
<b>Total 5801400 · Support Salaries</b>	<b>8,444</b>	<b>14,890</b>	<b>61,139</b>	<b>(46,249)</b>
<b>5802100 · Employee Benefits</b>				
5802110 · Group Insurance	636	2,509	7,630	(5,121)
5802135 · TMRS	450	1,069	4,114	(3,045)
5802160 · Worker's Compensation-Sewer	0	212	849	(637)
5802170 · Payroll Taxes	67	159	604	(446)
5802190 · Licenses	0	0	150	(150)
<b>Total 5802100 · Employee Benefits</b>	<b>1,153</b>	<b>3,949</b>	<b>13,347</b>	<b>(9,398)</b>
<b>5802300 · Contractual Services/Personnel</b>				

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

	Current	Year to Date	\$ Over (Under)		% of Budget Thru December
			December 2017	Oct - Dec 2017	
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		792	2,417	9,618 (7,201)	25%
Total 5802500 · Operating Services		792	2,417	9,618 (7,201)	25%
5803100 · General Supplies					
5803140 · Uniforms		0	259	600 (341)	43%
Total 5803100 · General Supplies		0	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		201	477	1,200 (723)	40%
Total 5804200 · Travel Expenses		201	477	1,700 (1,223)	28%
5805400 · Utilities					
5805450 · Electricity		139	426	3,000 (2,574)	14%
5805463 · TRA Wastewater Treatment		40,800	53,630	253,800 (200,170)	21%
Total 5805400 · Utilities		40,939	54,056	256,800 (202,744)	21%
5805500 · Repairs & Bldg Improvements					
5805510 · Repairs - Land Improvements		0	0	1,000 (1,000)	0%
5805540 · Repairs - Machinery & Equipment		926	926	6,000 (5,074)	15%
5805570 · Inventory Expense		1,000	1,212	2,000 (788)	61%
5805590 · Repairs - Other		0	0	600 (600)	0%
Total 5805500 · Repairs & Bldg Improvements		1,926	2,138	9,600 (7,462)	22%

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	December 2017	Oct - Dec 2017	Budget	Thru December
			Budget	25%
5805600 · Insurance				
5805610 · Insurance - Property	0	16	65	(49) 25%
5805620 · Insurance - Liability	0	238	950	(713) 25%
5805640 · Insurance - Vehicle	0	138	551	(413) 25%
Total 5805600 · Insurance	0	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	53,456	78,577	366,970	(288,393) 21%
Total Expense	147,417	338,870	1,459,213	(1,120,343) 23%
Net Change in Fund Balance	(47,019)	18,714	0	18,714 100%

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	December 2017	Dec 2017	Budget	Thru December
			Budget	25%
<b>Revenues</b>				
4000100 · Taxes				
4000107 · Ad Valorem, Current I & S	345,663	392,506	548,275	(155,769) 72%
4000106 · Ad Valorem, Current I&S New and Imp	-	-	17,453	(17,453) 0%
4000111 · Ad Valorem, Delinquent I & S	32	91	-	91 100%
4000114 · Interest/Penalties - I & S	7	30	-	30 100%
Total 4000100 · Taxes	345,702	392,627	565,728	(173,101) 69%
4000800 · Other Revenue				
4000840 · Interest Earned	48	65	550	(485) 12%
4000930 · Admin.Rev.Rec.Fr Water & Sewer	2,593	2,593	10,372	(7,779) 25%
Total 4000800 · Other Revenue	2,641	2,658	10,922	(8,264) 24%
<b>Total Revenues</b>	<b>348,342</b>	<b>395,285</b>	<b>576,650</b>	<b>(181,365) 69%</b>
<b>Expenditures</b>				
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%
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>576,650</b>	<b>(576,650) 0%</b>
<b>Net Change in Fund Balance</b>	<b>348,342</b>	<b>395,285</b>	<b>-</b>	<b>395,285 100%</b>

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	December 2017	Dec 2017	Budget	Thru December
			Budget	25%
<b>Revenues</b>				
4000800 · Other Revenue				
4000840 - Texpool	0	1	1	100%
4000845 - Interest Earned - Texstar	1	4	10	(6)
4000850 - Interest Earned - Prosperity	39	115	260	(145)
4000990 - Reduction In Fund Balance	0	0	0	0%
<b>Total 4000800 · Other Revenue</b>	<b>40</b>	<b>120</b>	<b>270</b>	<b>(150)</b>
<b>Total Revenues</b>	<b>40</b>	<b>120</b>	<b>270</b>	<b>(150)</b>
<b>Expense</b>				
5879000 · Reserves				
5879010 · Admin Reserves	0	0	270	(270)
<b>Total 5879000 · Reserves</b>	<b>0</b>	<b>0</b>	<b>270</b>	<b>(270)</b>
<b>Total Expense</b>	<b>0</b>	<b>0</b>	<b>270</b>	<b>(270)</b>
<b>Change in Net Position</b>	<b>40</b>	<b>120</b>	<b>0</b>	<b>120</b>
				<b>100%</b>

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

	Current	Year to Date	\$ Over (Under)		% of Budget
			Budget	Budget	
	December 2017	'Dec 2017			
<b>Revenues</b>					
4000400 · Charges for Services					
4000460 · Park Impact	0	1,004	8,613	(7,609)	12%
<b>Total 4000400 · Charges for Services</b>	<b>0</b>	<b>1,004</b>	<b>8,613</b>	<b>(7,609)</b>	<b>12%</b>
4000800 · Other Revenue					
4000840 · Interest Earned	19	56	180	(124)	31%
<b>Total 4000800 · Other Revenue</b>	<b>19</b>	<b>56</b>	<b>180</b>	<b>(124)</b>	<b>31%</b>
<b>Total Revenues</b>	<b>19</b>	<b>1,059</b>	<b>8,793</b>	<b>(7,734)</b>	<b>12%</b>
<b>Expenditures</b>					
5606400 · Minor Capital Outlay					
5606410 · Land Improvements	0	0	500	(500)	0%
<b>Total 5606400 · Minor Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>500</b>	<b>(500)</b>	<b>0%</b>
5607400 · Capitalized Assets					
5607440 · Capital Machinery & Equipment	0	0	1,675	(1,675)	0%
<b>Total 5607400 · Capitalized Assets</b>	<b>0</b>	<b>0</b>	<b>1,675</b>	<b>(1,675)</b>	<b>0%</b>
5609000 · Reserves					
5609035 · Park Impact Reserves	0	0	6,618	(6,618)	0%
<b>Total 5609000 · Reserves</b>	<b>0</b>	<b>0</b>	<b>6,618</b>	<b>(6,618)</b>	<b>0%</b>
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>8,793</b>	<b>(8,793)</b>	<b>0%</b>
<b>Net Change in Fund Balance</b>	<b>19</b>	<b>1,059</b>	<b>0</b>	<b>1,059</b>	<b>100%</b>

**Ovilla W&S Impartee Fund**  
**Actual vs Budget Review**  
**FY-October 2017 through September 2018**

	Current	Year to Date	\$ Over (Under)	% of Budget
	December 2017	'Dec 2017	Budget	Budget
				Thru December 25%
<b>Revenues</b>				
4000400 - Charges for Services				
4000476 - Water Impact Fee	0	0	0	0%
4000477 - Sewer Impact Fee	0	6,571	54,756	(48,185)
<b>Total 4000400 - Charges for Services</b>	<b>0</b>	<b>6,571</b>	<b>54,756</b>	<b>(48,185)</b>
4000800 - Other Revenue				
4000840 - Interest Earned	67	98	0	98
<b>Total 4000800 - Other Revenue</b>	<b>67</b>	<b>98</b>	<b>0</b>	<b>98</b>
<b>Total Revenues</b>	<b>67</b>	<b>6,669</b>	<b>54,756</b>	<b>(48,087)</b>
<b>Expense</b>				
5857400 - Capitalized Assets				
5857470 - Water Lines	273	273	0	273
<b>Total 5857400 - Capitalized Assets</b>	<b>273</b>	<b>273</b>	<b>0</b>	<b>273</b>
5859000 - Reserves				
5859030 - Sewer Impact Fees Reserve	0	0	54,756	(54,756)
<b>Total 5859000 - Reserves</b>	<b>0</b>	<b>0</b>	<b>54,756</b>	<b>(54,756)</b>
<b>Total Expense</b>	<b>273</b>	<b>273</b>	<b>54,756</b>	<b>(54,484)</b>
<b>Change in Net Position</b>	<b>(205)</b>	<b>6,397</b>	<b>0</b>	<b>6,397</b>
				100%

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	DECEMBER 2017	'Oct -Dec 2017	Budget	Thru December
			Budget	25%
<b>Revenues</b>				
4000100 · Taxes				
4000120 · Sales tax	6,739	25,318	100,800	(75,482)
Total 4000100 · Taxes	6,739	25,318	100,800	(75,482)
4000800 · Other Revenue				
4000840 · Interest Income	188	545	1,340	(795)
4000990 - Reduction in Fund Balance	0	0	30,000	(30,000)
Total 4000800 · Other Revenue	188	545	31,340	(30,795)
<b>Total Revenues</b>	6,927	25,863	132,140	(106,277)
<b>Expenditures</b>				
8102200 · Special Services				
8102230 · Legal Fees	0	0	500	(500)
8102240 · Audit	0	0	1,600	(1,600)
Total 8102200 · Special Services	0	0	2,100	(2,100)
8103100 · General Supplies				
8103110 · Office Supplies	0	0	100	(100)
Total 8103100 · General Supplies	0	0	100	(100)
8104200 · Travel Expense				
8104210 · Travel Expense	0	0	1,000	(1,000)
8104220 · Professional Development	0	0	2,300	(2,300)
Total 8104200 · Travel Expense	0	0	3,300	(3,300)

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

	Current	Year to Date	\$ Over (Under)		% of Budget Thru December
			Budget	Budget	
	DECEMBER 2017	'Oct -Dec 2017			
8105300 - Printing					
8105320 - Printing Expense	0	0	300	(300)	0%
Total 8105300 - Printing	0	0	300	(300)	0%
8105600 - Insurance					
8105620 - Insurance - Liability	0	68	272	(204)	25%
Total 8105600 - Insurance	0	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	625	625	2,500	(1,875)	25%
Total 8109000 - Reserves	625	625	87,318	(86,693)	1%
Total Expenditures	625	693	132,140	(131,447)	1%
Net Change in Fund Balance	6,302	25,170	0	25,170	100%

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	December 2017	'Oct - Dec 2017	Budget	Thru December
			Budget	25%
<b>Revenues</b>				
4000100 · Taxes				
4000120 · Sales tax	3,666	12,249	50,500	(38,251)
Total 4000100 · Taxes	3,666	12,249	50,500	(38,251)
4000800 · Other Revenue				
4000840 · Interest Income	78	226	600	(374)
Total 4000800 · Other Revenue	78	226	600	(374)
<b>Total Revenues</b>	3,743	12,474	51,100	(38,626)
<b>Expenditures</b>				
9102200 · Special Services				
9102240 · Audit	0	0	1,600	(1,600)
Total 9102200 · Special Services	0	0	1,600	(1,600)
9103100 · General Supplies				
9103110 · Office Supplies	0	0	100	(100)
Total 9103100 · General Supplies	0	0	100	(100)
9105600 · Insurance				
9105620 · Insurance - Liability	0	68	272	(204)
Total 9105600 · Insurance	0	68	272	(204)
9109000 · Reserves				
9109015 · Administrative Reserves	0	0	48,628	(48,628)
9109215 · Admin. Expense to General Fund	125	125	500	(375)
Total 9109000 · Reserves	125	125	49,128	(49,003)
<b>Total Expenditures</b>	125	193	51,100	(50,907)
<b>Net Change in Fund Balance</b>	3,618	12,281	0	12,281
				100%

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

	Current	Year to Date	\$ Over (Under)		% of Budget
	December 2017	'Oct - Dec 2017	Budget	Budget	Thru December 25%
<b>Revenues</b>					
4000991 · Insurance Contributions					
4000991 Insurance Contributions	16,369	60,560	0	60,560	100%
Total 4000991 · Insurance Contributions	16,369	60,560	0	60,560	100%
4000800 - Other Income					
4000840 - Interest Income	1	3	0	3	100%
Total Revenues	16,369	60,563	0	60,563	100%
<b>Expenditures</b>					
5902110 · Benefit Premiums					
5902110 · Benefit Premiums	15,725	60,043	0	60,043	100%
Total 5902110 · Insurance	15,725	60,043	0	60,043	100%
Total Expenditures	15,725	60,043	0	60,043	100%
Net Change in Fund Balance	644	520	0	520	100%

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

	Current	Year to Date	\$ Over (Under)	% of Budget
	December 2017	'Oct - Dec 2017	Budget	Thru December
			Budget	25%
Revenues				
4000800 · Other Revenue				
4000815 · Gifts	0	150	0	100%
Total 4000800 · Other Revenue	0	150	0	100%
Total Revenues	0	150	0	100%
Expenditures				
5333400 · Maintenance Supplies and Parts				
5333460 · Supplies - Miscellaneous	0	0	0	0%
Total 5333400 · Maintenance Supplies and Parts	0	0	0	0%
Total Expenditures	0	0	0	0%
Net Change in Fund Balance	0	150	0	100%

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

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



To: Mayor and City Council Members  
From: John R. Dean, City Manager  
Date: 2/5/2018

Re: City Manager's Monthly Report (January)

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 bid was awarded to L.A. Banda, LLC. The engineer is working on finalizing all documents and issuing notice to proceed.

Strategic Plan: The EDC considered a priority list at the January meeting. And will finalize at a future meeting.

Parks Master Plan: Council approved the development of a Parks Master Plan. GrantWorks will begin soon.

Work Order System: The staff continues to make good use of the system.

IT Services RFP: Council awarded a contract for IT services at the January meeting and to date transition has gone smoothly. We will not be fully transitioned until mid-February due to the notification requirements with T&B.

Integrated Software RFP: We received one proposal for integrated software to be considered for award in February. This company spent a day with staff in the fall demonstrating their product. I received inquiries from several but only one proposal was submitted.

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. No change to the previous monthly report.

Police Jurisdiction at McClatchey Elementary: We should have a MOU for review by staff and the City Attorney the first full week of February according to Chief Smith of Midlothian.

HOA Right of Way mowing: It is my understanding that the Ashburn Glen HOA has informed their members that the city will begin mowing their right of way. I have sent an email to our contact with the HOA and have not received a response. I am not aware of any arrangement that has been agreed to for that to happen.

Street Information:

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

Bridge on Shiloh:

I have been in contact with TXDOT regarding the bridge inspection. The bridge was 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. No change from previous month.

Ovilla Rd and Main St: The state will be looking at the intersection in the next couple of months to determine if protected left turn signals are needed.

Rules of Governance: Staff has reviewed the rules of governance and have some minor recommendations for you to consider.

Upcoming Items

- City Council Meeting – Monday, February 12th, 2018 at 6:00 pm

Respectfully Submitted,

John R. Dean, Jr.  
City Manager

## 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	115	0	0	4	0	0	\$13,100.10	\$7,642.71	\$5,457.39	43
January	155	5	0	5	0	0	\$20,725.22	\$12,793.73	\$7,931.49	19
February										
March										
April										
May										
June										
July										
August										
September										
<b>Totals</b>	<b>406</b>	<b>11</b>	<b>0</b>	<b>14</b>	<b>6</b>	<b>0</b>	<b>\$71,677.24</b>	<b>\$42,273.03</b>	<b>\$29,404.21</b>	<b>97</b>

### 2016-2017 FY

January	96	3	0	6	2	1	\$14,364.18	\$8,390.20	\$5,973.98	60
<b>FY Totals</b>	<b>457</b>	<b>9</b>	<b>0</b>	<b>9</b>	<b>14</b>	<b>1</b>	<b>\$64,790.40</b>	<b>\$36,542.85</b>	<b>\$28,247.55</b>	<b>122</b>

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	578	\$210,507.50	13	\$2,029.50	
January	583	\$213,009.21	14	\$2,623.30	
February					
March					
April					
May					
June					
July					
August					
September					
<b>Totals</b>			<b>64</b>	<b>\$11,012.84</b>	

	Uncontested Disposition	Defensive Driving	Deferred Disposition	Compliance Dismissals	Trial
October	40	28	40	6	0
November	31	25	28	4	0
December	32	21	19	2	0
January	51	33	64	3	0
February					
March					
April					
May					
June					
July					
August					
September					
<b>Totals</b>	<b>154</b>	<b>107</b>	<b>151</b>	<b>15</b>	<b>0</b>

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	Jan. 2018	Jan 2018 YTD	Jan.2017	
Complaint (Nuis 16,Permit 3,Parking 10)	29	29	38	
Follow up (Nuis 18 Permit 3 Park 10)	31	31	41	
Door Notice (Nui -10, Permit-3, Parking10)	23	23	21	
Mail Notice ( Parking 4 nuisance10 permit3 )	17	17	11	
Posted Property (nuisance 4 )	4	4	5	
Court 1 Guilty Grass, 2 FTA	\$196	\$196	\$0.00	
Citizen Contacts	26	26	49	
Permits Reviewed	12	12	13	
Permits Issued	8	8	8	
Inspections	10	10	14	
Nuisance Abated by City 1 Illegal dump	0	0	1	
Nuisance Signs (Garage sale-10 business 18 )	26	26	42	
Board of Adjustment none	0	0	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**

Calls For Service	Jan.2018	Jan.2018 YTD	Jan.2017	
Complaint (Regist-15 At Large 6 Bark 1)	22	22	35	
Folow up	28	28	49	
Door Notice (Regis-16, Bark 1 at large 2 )	17	17	23	
Impounded Animal (Dog 10, )	10	10	4	
Animal welfare check	5	5	5	
Impound Results (Transport 3 Ret to own 7)	3	3	7	
Impound fee collected	\$105.00	\$105.00	35	
Court 1 guilty at large	\$127.00	\$127.00	0	
Citizen Contacts	16	16	42	
Animal registration \$420	35	35	12	
Registration Letter Mailed	22	22	18	
Nuisance letter -1 barking	1	1	18	
Animals released	0	0	2	
Deceased removed	26	26	21	
Oak Leaf - 1 call (4 dog)	1	1	2	
Traps Checked Out	4	4	4	