

# 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, July 09, 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 July 09, 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 06<sup>th</sup> day of July 2018 prior to 6:00 p.m., in compliance with Chapter 551, Texas Government Code.



  
Pamela Woodall, City Secretary

DATE OF POSTING: 7-6-18 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.

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Monday, July 09, 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, July 9, 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. May 2018 Financial Transactions over \$5,000
- C2. North Central Texas Council of Governments Annual Voting Member
- C3. J & N Wrecker Service Contract Renewal
- C4. Minutes of the June 11, 2018 Briefing Session and Regular Council Meeting.
- C5. Minutes of the June 28, 2018 Special Budget Workshop Meeting.

### **IV. REGULAR AGENDA**

- ITEM 1. **DISCUSSION**– Review and consider the use of city property at 701 W. Main Street.
- ITEM 2. **DISCUSSION/ACTION** – Consideration of and action on an agreement between the City of Ovilla and Eikon Consulting Group, LLC to serve as the City Engineer.
- ITEM 3. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2018-11, of the City of Ovilla, Texas amending Chapter 1, Article 1.09, Division 4, "Park Board", Section 1.09.122 "Members" of the Code of Ordinances of the City of Ovilla, Texas; providing for the appointment and number of Park Board Members; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.
- ITEM 4. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2018-12, amending Chapter 9, Article 9.03, Division 2, "City Manager," Section 9.03.04(9), of the City of Ovilla Code of Ordinances, providing amended purchasing and contracting authority of the City Manager, 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.

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- ITEM 5. **DISCUSSION/ACTION** – Discuss and consider a Request for Proposals (RFP) and direct staff to solicit proposals for solid waste services.
- ITEM 6. **DISCUSSION/ACTION** – Consideration of and action on a volunteer board appointment to serve a term on the Board of Adjustment.
- ITEM 7. **DISCUSSION/ACTION** – Consideration of and action on a volunteer board appointment to serve a term on the Economic Development Corporation.
- ITEM 8. **DISCUSSION/ACTION** – Receive recommendation from the Economic Development Corporation to consider and act on Resolution R2018-26, authorizing the Mayor to execute, for and on behalf of the City of Ovilla, Texas, establishing Economic Development Incentives; providing for a program of Economic Development Incentives pursuant to the Title 12 Chapter 380, Texas Local Government Code.
- ITEM 9. **DISCUSSION/ACTION** – Receive recommendation from the Economic Development Corporation to Consider of and act on an Ovilla Economic Development Corporation Matching Funds Reimbursement Grant Program.
- ITEM 10 **DISCUSSION/ACTION** – Consideration of any item(s) pulled from the Consent Agenda above for individual consideration and action.

## V. DEPARTMENT REPORTS

### ▪ Department Activity Reports / Discussion

- Police Department Chief B. Windham
  - Monthly Report
- Fire Department A-Chief K. Lindsey (or Fire representative)
  - Monthly Report
- Public Works Director B. Piland
  - Monthly Report
    - 1. Monthly Park Maintenance Reports
    - 2. Street Maintenance Report
- Finance Department Accountant L. Harding
  - May 2018 Financials
  - Bank Balances through July 5, 2018
- Administration
  - Monthly Code/Animal Control Reports Code/AC Officer M. Dooly
  - Monthly Municipal Court Report City Secretary P. Woodall
  - City Manager Reports CM, John R. Dean, Jr.
    - 1. Monthly Report

## 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

# 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*

## VIII. ADJOURNMENT

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*Pamela Woodall*

Pamela Woodall, City Secretary

DATE OF POSTING: 7-6-18 TIME: 10:00 am/pm  
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# villa City Council

## CONSENT ITEMS C1 – C5

**Meeting Date:** July 09, 2018

**Department:** Administration/Finance

☒ **Discussion**   ☒ **Action**

**Budgeted Expense:** ☒ **YES**   ☐ **NO**   ☒ **N/A**

**Submitted by:** Staff

**Amount:** N/A

### Attachments:

- C1.** May 2018 Financial Transactions over \$5,000
- C2.** North Central Texas Council of Governments Annual Voting Member
- C3.** J & N Wrecker Service Contract Renewal
- C4.** Minutes of the June 11, 2018 Briefing Session and Regular Council Meeting.
- C5.** Minutes of the June 28, 2018 Special Budget Workshop Meeting.

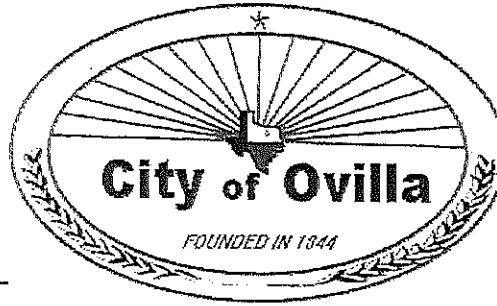
### Discussion / Justification:

### Recommendation / Staff Comments:

Staff recommends approval.

### Sample Motion(s):

I move to approve the consent items as presented.



DATE: July 9, 2018

TO: Honorable Mayor and Council Members

FROM:  
Linda Harding, Accountant

SUBJECT: Transactions Over \$5,000 For May 2018

**City of Ovilla Expenditures Over \$5,000  
for the Month of MAY 2018**

Date	Check#	General Fund Payee	Description	Amount
		<b>** Now in Alphabetical Order</b>		
05/21/2018	47758	A K Overhead Door	2 OVERHEAD DOORS - FD	6,746.84
05/03/2018	Draft	QuickBooks Payroll Service	Created by Payroll Service on 05/01/2018	52,973.02
05/04/2018	47706	T. M. R. S.	Retirement	16,055.49
05/04/2018	47693	United States Treasury	PR Tax 4 28 18	8,762.30
05/17/2018	Draft	QuickBooks Payroll Service	Created by Payroll Service on 05/16/2018	51,066.77
05/18/2018	47754	Progressive Waste Solutions of TX, Inc.	Solid Waste	20,118.52
05/18/2018	47741	United States Treasury	PR Tax 5 12 18	8,131.10
05/31/2018	Draft	QuickBooks Payroll Service	Created by Payroll Service on 05/30/2018	48,491.56

Total General Fund Transactions \$5,000 and Over

\$ 212,345.60

Date	Check#	Water & Sewer Fund Payee	Description	Amount
05/03/2018	17179	La Banda, LLC	RED OAK CREEK 12" WATER LINE	71,532.90
05/04/2018	17176	City of Ovilla General Fund	pr 5 4 18	11,107.03
05/11/2018	17183	City of Dallas	Water	28,686.85
05/18/2018	17196	City of Ovilla General Fund	pr 5 18 18	11,038.91
05/18/2018	17203	City of Ovilla General Fund	Garbage transfer	18,626.46
05/18/2018	17199	La Banda, LLC	RED OAK CREEK 12" WATER LINE	12,637.80
05/18/2018	17200	Trinity River Authority of Texas	Sewer	20,400.00

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

\$ 174,029.95

North Central Texas Council Of Governments

TO: Selected Administrative Officials DATE: June 4, 2018

FROM: Lucille Johnson  
Assistant to the Executive Director

SUBJECT: Information for NCTCOG's 2018 – 2019 Regional Directory

Each year following the municipal and school board elections, the North Central Texas Council of Governments (NCTCOG) publishes a regional directory of locally elected government officials and staff professionals for the 16-county North Central Texas region. The directory has a large readership and is used by public and private officials, citizens, and others in the region and across Texas.

We are seeking your assistance in compiling updated information for the 2018 - 2019 directory. Enclosed is your entry from last year's directory. Please take a few minutes to review last year's entry, make the appropriate changes right on the page, and return it to our office by **Monday, July 2<sup>nd</sup>**. You can also fax your information to us at 817-704-2542, or scan and email your page to [awebster@nctcog.org](mailto:awebster@nctcog.org).

The entry of data is made easier if you submit your changes on the enclosed sheet, thus; we request that you do not retype the form. **Should you wish to submit a copy of a roster sheet that you maintain, please highlight the officials for replacement on your sheet and cross out the name on the enclosed sheet.**

Thank you for assisting us in this endeavor. We anticipate that the directory will be ready in late August. If you have any questions, please contact me at 817-695-9103, or Alice Webster at 817-695-9140.

Encl.

## **Ovilla**

**City of Ovilla (3,510)**

**(972) 617-7262**

**Fax (972) 515-3221**

105 Cockrell Hill Road

Ovilla, Texas 75154 (Dallas and Ellis Counties)

Council Meeting - 2nd Monday - 6:00 PM

Planning/Zoning Commission - 1st Monday - 6:00 PM

General Law City - Council elected at-large

### **NCTCOG Member**

### **City Council**

**Richard Dormier**

Mayor

[mayordormier@cityofovilla.org](mailto:mayordormier@cityofovilla.org)

**Rachel Huber**

Place 1

**Dean Oberg**

Place 2

**David Griffin**

Place 3

**Doug Hunt**

Place 4

**Mike Myers**

Place 5

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*\* NCTCOG voting representative*

### **Administrative Officials**

**John R. Dean, Jr.**

City Manager

**Pam Higgs Woodall**

City Secretary

**Ron MacFarlane, Jr.**

City Attorney

(G) (214) 960-4201

**Brad Piland**

Director, Public Works

**Scott Kurth**

Municipal Court Judge

**Brian Windham**

Police Chief

[bwindham@cityofovilla.org](mailto:bwindham@cityofovilla.org)

**Brandon Kennedy**

Fire Chief

**Jessica Foresman**

Municipal Court Clerk

# **WRECKER AGREEMENT BETWEEN THE CITY OF OVILLA AND J & N WRECKER SERVICE**

This Agreement is entered into by and between the City of Ovilla, Texas, a home rule municipal corporation located in Dallas County and Ellis County, Texas, hereinafter called "City", acting by and through its duly authorized City Administrator, Jacqueline Lee, and James Nottingham, a 24-hour Wrecker Service, hereinafter called "Operator" acting by and through its duly authorized owner(s), James Nottingham.

**WHEREAS**, the City of Ovilla heretofore adopted Ordinance No. 424 providing for regulations applicable to certain wrecker and towing services within the City of Ovilla; and

**WHEREAS**, pursuant to Ordinance No. 424, the City Council deems it in the best interest of the citizens of Ovilla to enter into an agreement for the providing of wrecker services where needed pursuant to the exercise of the City's police and governmental powers. **NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

## **I. SCOPE**

- A. The City hereby contracts with Operator for the providing of emergency and non-emergency wrecker service requested by the City through its Police Department. Operator agrees to provide wrecker service pulls called by police authority to be towed to a designated impound area, such as illegally parked, inoperable or disabled vehicles, abandoned vehicles, vehicles involved in accidents and in situations where the vehicle driver is hospitalized or incarcerated.
- B. The Chief of Police will be the City's representative responsible for the administration of this Agreement.

## **II. TERM**

This Agreement shall be for a term of two years commencing on June 1, 2013. Provided Operator is in compliance with the provisions of this Agreement at the expiration of the term, this Agreement shall be automatically renewed for an additional one-year term. The City may renew this Agreement for up to four additional one year terms. Notwithstanding the above, either party may cancel this Agreement upon 30 days written notice to the other party.

## **III. PRIMARY WRECKER SERVICE**

During the term of this Agreement and so long as Operator shall not be in default of any of its obligations hereunder, Operator shall be entitled to serve as a towing and storage provider for the towing and storage of motor vehicles requested by the City. The City shall utilize Operator only, except in emergency situations or in situations requiring equipment, personnel or storage facilities that cannot be promptly provided by Operator. The decision of whether to use additional wrecker services in emergency situations shall be made by the City's Police Chief or his designated representative in his sole discretion. In the event Operator is unable to provide wrecker service as requested by the City,



**WRECKER AGREEMENT  
BETWEEN THE CITY OF OVILLA AND J & N WRECKER SERVICE**

Operator shall immediately advise the Police Department in order that additional wrecker service may be procured.

**IV.  
WRECKER SERVICES**

**A. Operator agrees to:**

1. Operate wrecker and towed vehicles in a safe and secure manner;
2. Respond to calls for wrecker service, 24 hours a day, seven days a week, within 30 minutes from request for service within the City and 45 minutes within a 15-mile radius, if called outside the City limits; and
3. Tow vehicles in compliance with the following:
  - a. Police and fire directed tows will be taken to the storage facility or any other location as specified by the officer in charge.
  - b. All charges for wrecker service will be in accordance with contract rates.
  - c. Operator will not tow a vehicle when requested by the Police Department, unless there is a representative of the City at the scene. The City reserves the right, at the request of the Police Department or Fire Department to cancel any wrecker call prior to the driver hooking into the vehicle.

- B. Operator agrees not to recommend an owner use a particular body shop or garage. Towing equipment and vehicles will not make reference to body shops and/or garages.**
- C. Operator shall not subcontract, sublet, or transfer any rights, responsibilities or duties under terms of this Agreement without the written approval of the City.**

**V.  
EQUIPMENT**

**A. Operator agrees to:**

1. Provide three wrecker vehicles at least one ton in size and with the following equipment:
  - a. Each wrecker shall be equipped with a power or hand-operated winch line and boom or lifting device with a factory capacity of not less than 5,000 pounds single capacity.
  - b. Each wrecker shall carry as standard equipment safety chains, a fire extinguisher, wrecking bar, broom, axe, shovel, either flares or traffic control reflectors, a wheel dolly and a container to carry debris.
  - c. Each wrecker shall have inscribed on each side in letters not less than three inches in height the name, address and telephone number of the wrecker business;

**WRECKER AGREEMENT  
BETWEEN THE CITY OF OVILLA AND J & N WRECKER SERVICE**

- d. Each wrecker shall be equipped so as to provide two-way voice communication by mobile telephone or radio with the permit holder's base station at all times; and
  - e. Each wrecker shall be equipped with overhead flashing emergency lights, visible from 1,000 feet.
- B. Operator shall:
- 1. Maintain three wrecker vehicles 24 hours a day, seven days a week for towing of all vehicles for the City.
  - 2. Provide a trailer, tilt-bed vehicle or other similar vehicle capable of handling the safe movement of motorcycles, front-wheel drive vehicles, and large vehicle component parts;
  - 3. Provide or have immediate access to at least one wrecker capable of towing a tractor trailer or larger vehicle subject to City's written consent. (Operator may satisfy this requirement by contracting with another business which provides such a wrecker. Operator shall provide proof of ability to access such a vehicle, i.e. by providing a copy of such a contract to the City's Police Chief); and
  - 4. Maintain all vehicles and equipment in a good working condition, subject only to replacement thereof in the normal course of business, in substantially equivalent form.
  - 5. Have ready access to sand or equivalent absorbing material to be used to soak up fluid spills at accident scenes.

**VI.  
STORAGE FACILITIES**

- A. Operator shall take all vehicles towed pursuant to this Agreement to the Operator's storage facility located at 1319 Brookside Drive, DeSoto, Texas, or to such location as directed by the City or as Operator and the vehicle owner may agree to. Operator shall maintain all of its storage facilities in compliance with all applicable state laws and city ordinances and in a proper condition and state of repair, without the accumulation of vegetation, litter, trash and debris. Operator shall store and maintain all vehicles and/or vehicle parts in a neat and presentable condition and secured from unlawful tampering and vandalism.
- B. The storage facility must contain space for at least 100 vehicles. In addition, the storage facility shall contain at least one building which can be locked and which shall be available to house in a secure manner at least one vehicle for crime scene purposes.
- C. All storage facilities operated by Operator shall comply with all provisions of the Texas Administrative Code, Transportation, Texas Department of Transportation, Motor Carriers, Vehicle Storage Facilities (Title 43, Part I, Chapter 18, Subchapter G), as follows:
  - 1. Operator will pay "VSF" (Vehicle Sales Fee) Application fee annually and will renew its license in accordance with the law.

**WRECKER AGREEMENT  
BETWEEN THE CITY OF OVILLA AND J & N WRECKER SERVICE**

2. Storage facilities shall be completely enclosed by a fence at least six feet high with a gate, which is locked at all times, when the Operator or Operator's agent or employee is not at the storage lot.
3. Operator must pay for storage facility utilities and provide security for the pound and its contents.
4. No vehicles may be stored or kept at a licensed storage facility unless it is kept inside the fenced or enclosed area at all times.
5. No vehicle storage facility shall permit any tow truck that is not registered under the Transportation Code, Chapter 643, to enter onto the grounds of the facility.
6. Operator shall prohibit the possession or consumption of alcoholic beverages and/or illegal drugs on the storage facility premises at all times.

**D. Operator shall ensure that the storage facility shall:**

1. Maintain illumination levels adequate for nighttime release of vehicles. The term "adequate" shall mean sufficient to allow inspection of a vehicle for damage at the time of release. At a minimum, there must be one lighting fixture containing at least a 250-watt element for each ¼ acre of storage area;
2. Have a clearly visible and readable sign at its main entrance. The sign shall have letters at least two inches in height, with contrasting background, shall be visible at 10 feet, and shall contain the following information:
  - a. The registered name of the storage facility, as it appears on the vehicle storage facility license;
  - b. Street address;
  - c. The telephone number for the owner to contact in order to obtain release of the vehicle;
  - d. The facility's hours, within one hour of which vehicles will be released to vehicle owners; and
  - e. The storage lot's state license number preceded by the phrase "VSF License Number";
3. Have a sign setting out the per diem charge for storage and all other fees, which may be charged by the storage facility, including notification and impoundment fees. This sign shall be located so it is clearly visible to a vehicle owner prior to paying the fees, with letters at least one inch in height, and contrasting background;
4. Have a sign describing the instruments that may be presented by the vehicle owner or his/her authorized representative to obtain possession of the vehicle. This sign shall list all instruments as described in Rule 18.92(2) of this title (relating to Technical Requirements) and shall also state: "Affidavit of Right of Possession and

**WRECKER AGREEMENT  
BETWEEN THE CITY OF OVILLA AND J & N WRECKER SERVICE**

Control Furnished Upon Request". This sign shall be located so it is clearly visible to a vehicle owner at the place of payment, with letters at least one inch in height, and a contrasting background; and

5. Prominently display a sign notifying consumers and service recipients of the name, mailing address, and telephone number of the department for purposes of directing complaints regarding the vehicle storage facility to TXDOT. This sign shall be displayed in public at the place of payment, with letters at least one inch in height, and a contrasting background. (Operator may combine the signs described above, provided the combination sign meets the requirements of each of the separate signs.)
- E. Operator shall maintain an office at its Storage Facility from 8 a.m. until 5 p.m. Monday through Friday (normal business hours). After hours, (hours between 5:01 p.m. Friday until 7:59 a.m. Monday) release of vehicles will be made within one hour after notice.

**VII.  
FEES**

- A. Unless otherwise agreed to in writing by the City, all fees charged by Operator for services for towing and impounding vehicles, and services to be performed at no charge to the City, shall be in accordance with the schedule attached hereto as Exhibit "A". Upon payment of the charges set out herein, the Operator shall release a towed vehicle to the owner thereof. No additional charges for calls or service in the City shall be made unless agreed to in writing by the City.
- B. For consent tows, Operator and owner or operator shall work out their own price and the City shall not be responsible for supervision of this charge.
- C. Operator shall provide pick-up or towing services for normal size city vehicles at no charge to the City. In addition, Operator shall provide storage at no cost to the City for vehicles that are towed at the request of City's police officers. The parties recognize the Texas Vehicle Storage Facility Act provides that the operator of a vehicle storage facility must charge at least \$20.00 for each day for storage of a vehicle. The City and Operator expressly agree that the compensation Operator will receive as a result of this Agreement for Operator, to serve as the City's wrecker Operator, will equal or exceed the fees that the Operator is authorized to charge the City under this paragraph. This compensation is intended to satisfy any obligation the City might have to pay such amounts.
- D. Operator shall provide storage at no cost to the City for vehicles that are forfeited to the City pursuant to state or federal forfeiture laws. In those cases where the court awards the vehicle back to an owner, no storage fees will be charged for the period of time from the date of the tow to the date the vehicle is awarded by the court back to the owner. Operator may collect fees for storage after the date of the court order. Other reasonable fees and towing charges will be due at time services are rendered

**WRECKER AGREEMENT  
BETWEEN THE CITY OF OVILLA AND J & N WRECKER SERVICE**

1. .

- E. Operator agrees to negotiate fees it is owed if the City experiences exigent circumstances.
- F. The City shall not be responsible for any towing or storage fees for vehicles not owned by the City. Operator shall collect these fees directly from the owner or operator of the vehicle. In the event the owner or operator fails or refuses to pay applicable fees, Operator may recoup its costs through the sale of the vehicle at public auction or in any other manner permitted by state law.

**VIII.  
MINIMUM REQUIREMENTS**

Throughout the term of this Agreement, Operator agrees it shall

- 1. Maintain in good standing, without any reduction in scope or authority, its certificates of convenience and necessity as issued by the Texas Department of Transportation and the United States Interstate Commerce Commission and shall maintain all other licenses, permits, certifications and approvals pursuant to state and federal regulations for the operation of its wrecker business, facility and equipment;
- 2. Maintain its principal place of business at 1319 Brookside Drive, DeSoto, Texas;
- 3. Employ and maintain a sufficient number of personnel to provide a minimum service of two wrecker units at the time of a call for service; and
- 4. Keep all information required by this Agreement updated and current.

**IX.  
RESPONSIBILITY FOR VEHICLES; INVENTORY**

- A. Operator shall be responsible for all vehicles that are towed and any contents or personal property in those vehicles while they are in Operator's custody.
- B. Operator shall prepare and keep an inventory of all vehicles and the personal property within any towed vehicle or shall acknowledge the accuracy of any inventory prepared by a City police officer.

**X.  
INDEPENDENT OPERATOR**

The parties agree that Operator shall operate hereunder as an independent Operator as to all rights and privileges granted herein and not as an agent, representative, servant or employee of the City; that Operator shall be solely responsible for the acts and omissions of its officers, agents, operators, sub-operators, servants and employees, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and Operator.

**WRECKER AGREEMENT  
BETWEEN THE CITY OF OVILLA AND J & N WRECKER SERVICE**

**XI.  
INSURANCE**

- A. Operator agrees to provide and keep in full force and effect throughout the term of this Agreement automobile liability insurance and garage keepers liability insurance or tow truck cargo insurance meeting the requirements of and in the following minimum amounts:
1. The Automobile liability insurance with combined single limits of liability for bodily injury and property damage of not less than five hundred thousand dollars (\$500,000.00) for any one accident, and five hundred thousand dollars (\$500,000.00) for property damage and theft coverage on all vehicles removed or impounded. The automobile liability insurance must also meet the minimum requirements under the laws of the State of Texas;
  2. The garage keepers liability insurance or tow truck cargo insurance, whichever is maintained, must provide limits of liability for any one loss of not less than fifty thousand dollars (\$50,000.00);
  3. Workers' compensation coverage in statutory limits, as follows:
    - a. Employers Liability: \$500,000.00 each accident
    - b. Employers Liability Disease: \$500,000.00 each employee
    - c. Employers Liability Disease: \$500,000.00 policy limit;
  4. Garage Liability, with following minimum limits:
    - a. Automobile: \$500,000.00
    - b. Garage: \$500,000.00
    - c. Aggregate: \$500,000.00
  5. Inland Marine Coverage/ on Hook Cargo: minimum of fifty thousand dollars (\$50,000.00) per vehicle; and
  6. Public Liability coverage: Five hundred thousand dollars (\$500,000.00) combined single limits.
- B. Operator shall file a copy of all Insurance policies with the Police Chief. Such insurance policies shall provide for 30 days notice to the City of termination or change in coverage.
- C. Such overages shall be written by the State of Texas and acceptable to the City Attorney with a waiver of subrogation in favor of the City.
- D. Disputes between Operator and vehicle owners regarding liability and responsibility for bodily injury, property damage or missing property will require, upon request, within one week, the Operator provide to the Chief of Police, a written justification for denial of responsibility for the damages. Refusal on the part of the insurance company to recognize or act on a claim does not relieve the Operator of responsibility in such matters.



**WRECKER AGREEMENT  
BETWEEN THE CITY OF OVILLA AND J & N WRECKER SERVICE**

- E. Operator will, upon request, provide the vehicle owner with the name of the insurance company, policy number and their insurance agent's name and telephone number.

**XII.  
INSPECTION**

City employees and officials shall have the right of entry at reasonable times to inventory and inspect vehicles pulled at the direction of the City. Upon request, Operator shall be entitled to a copy of any inventory so taken.

**XIII.  
RECORDS AND ADMINISTRATIVE FORMS**

- A. Operator shall prepare and issue in a proper and timely manner all necessary notices and forms required under applicable laws and ordinances, including, without limitation, the Texas Litter Abatement Act, the Texas Abandoned Motor Vehicle Act, and Article 6701g-3, V.A.T.C.S., to provide adequate notification to owners and lien holders of motor vehicles which are towed and impounded and any attendant auction and sale of unclaimed or abandoned motor vehicles.
- B. Operator shall obtain a written authorization from the Police Department prior to the release of any vehicle towed at the request of the Police Department.
- C. Operator shall maintain accurate and proper documentation of all fees incurred and notices sent for purposes of verifying the accuracy of any fees charged and procedures implemented.
- D. Operator shall submit to the City's Police Chief, no later than the 15<sup>th</sup> day of each year, an activity report related to Operator's operations pursuant to this Agreement during the previous year. This yearly report shall contain, at a minimum, the following information:
1. Number and listing of vehicles towed;
  2. Number and listing of vehicles released;
  3. Number and listing of vehicles currently in custody;
  4. Length of impoundment of vehicles;
  5. Any disposition of vehicles not released to the owner; and
  6. Such other information that may be required by the Police Chief.
- E. Operator must maintain written documentation regarding its operations for a period of two years from the date such operations occurred in accordance with Rule 18.88(a)(1-9) of the Texas Administrative Code.
- F. Operator shall keep written records on each vehicle kept or stored at the vehicle storage facility containing:

**WRECKER AGREEMENT  
BETWEEN THE CITY OF OVILLA AND J & N WRECKER SERVICE**

1. The year, make, model, color, correct license plate number, state issuing the license, and correct vehicle identification number of the vehicle;
  2. The date, time, and location from which the vehicle was towed, and name of person who authorized the tow;
  3. The name of the tow truck driver, the name of the company that towed the vehicle, and the license plate numbers of the plates issued to the tow truck under Transportation Code, Sec. 502.180 and Sec. 502.281;
  4. The date the vehicle was released, the name of the individual to whom the vehicle was released, and the type of identification (Texas driver's license or other state or federally issued photo identification), and identification number provided by the individual to whom the vehicle was released;
  5. The date of any vehicle transfer, and the address of the location to which it was transferred along with the name of the towing company and tow truck driver who made the transfer;
  6. A copy of any certificate of title issued after the vehicle came into the possession of the vehicle storage facility, and certificate of authority to demolish, any police auction sales receipt, or any transfer document issued by the State of Texas for the vehicle if vehicle ownership has been transferred due to any action of the vehicle storage facility, or if the vehicle has been disposed of or demolished; and
  7. All amounts received at the time the vehicle was released, including the specific nature of each charge.
- G. Operator shall provide a computer service or other type of service to get information from the State on titles, ownership.

**XIV.  
AUCTIONS**

- A. Operator will be responsible for storage facility vehicle auctions, and will supply the Police Department with a list of vehicles to be auctioned for written approval prior to any auction.
- B. Operator shall notify the vehicle owner and all recorded lien holders of the proposed disposal of the vehicle in accordance with Article 6687-9a, Sec. 13 of the Vehicle Storage Facility Act concerning notification.
- C. Operator shall keep under its care and custody complete and accurate records of any vehicle disposed of under Sec. 14B of the Vehicle Storage Facility Act concerning abandoned vehicles. These records shall include, but are not limited to:
  1. A copy of the VTR-265VSF form completed by the vehicle storage facility operator and provided to the vehicle buyer; and

**WRECKER AGREEMENT  
BETWEEN THE CITY OF OVILLA AND J & N WRECKER SERVICE**

2. Copies of all notifications issued to the vehicle owner and all recorded lien holders, regardless of whether the notifications were mailed or published.

**XV.  
INDEMNIFICATION**

Operator hereby agrees to indemnify, hold harmless and defend the city, its officers, agents, servants and employees, from any and all claims, demands or causes of action, of whatsoever kind or nature, arising out of or incident to the towing, storage and sale of motor vehicles pursuant to this agreement or the performance of any duties arising under or by virtue of this agreement.

In the event operator assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend city, its officers and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, the performance, or nonperformance of the work and services described hereunder or in any way resulting from or arising out of the management, supervision, and operation of the wrecker service or storage facility under this agreement, including the work, services, operations and legal duties of contractor, his officers, agents, servants, employees, subcontractors, or licensees, if any.

In the event the city, its officers and employees assume all liability and responsibility for and agrees to fully indemnify, hold harmless and defend the operator, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, the performance, attempted performance or nonperformance of the work and services described hereunder or in any way resulting from or arising out of the management, supervision, and operation of the wrecker service or storage facility, directly required or commanded by the city, its officers and employees, under this agreement, including the work, services, operations and legal duties of operator, contractor, his officers, agents, servants, employees, subcontractors, or licensees, if any.

In the event of a judgment of a court of competent jurisdiction that the liability or damages result from the joint negligent act or omission of operator and city, responsibility and indemnity, if any shall be apportioned comparatively in accordance with Texas law, without waiving any defense of the parties under Texas law. 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. Operator specifically acknowledges and agrees the city shall not be responsible or liable to operator for costs incurred by operator in making "false alarm" calls. In this regard, the City agrees it will exercise reasonable effort to ascertain the necessity for wrecker service prior to calling operator and will make every effort to keep operator from making "false alarm" calls.

**XVI.  
PERSONNEL**

- A. Operator's employees shall not imply they are employees of the City of Ovilla.

**WRECKER AGREEMENT  
BETWEEN THE CITY OF OVILLA AND J & N WRECKER SERVICE**

- B. Operator agrees to be responsible for its personnel and to maintain the required standards. Operator agrees to maintain a comprehensive personnel file for each employee, both past and present, who operates a wrecker under this agreement.
- C. Operator shall ensure its personnel are competent to handle people under stressful situations and courteous to the public. Operator shall ensure the dress and appearance of all personnel is professional.
- D. Operator shall ensure wrecker drivers responding to, or on site of a police call for service, shall not be under the influence, in possession of, consuming or abusing alcohol or drugs.

**XVII.  
DEFAULT**

- A. In the event Operator should breach any of the terms or conditions of this Agreement or should otherwise be in default of any of its obligations pursuant to this Agreement, the City shall have the right to terminate this Agreement as provided herein. Upon the occurrence of any event of default, the City shall provide five days written notice to Operator of the default. In the event Operator fails or refuses to cure the conditions of default within said five-day period, the City may, in writing, immediately declare this Agreement terminated.
- B. No waiver by the City of any default in the obligations of the Operator hereunder shall constitute in any form an estoppel of the City from at any time asserting or reasserting any such default, it being clearly understood and agreed by the parties hereto that no such waiver or estoppels shall occur except by written agreement duly authorized and signed by the City Administrator.

**XVIII.  
NOTICES**

Notices required to be delivered pursuant to this Agreement shall be sufficient if personally delivered or sent by certified mail in the United States Mail, postage pre-paid to the appropriate party at the following address:

If to the City:                   City of Ovilla  
  105 S Cockrell Hill Rd  
  Ovilla, TX 75154  
  Attention: City Administrator

If to the Operator:           J & N Wrecker Service  
   1319 Brookside Dr.  
   DeSoto, TX  
   Attention: James Nottingham

**WRECKER AGREEMENT  
BETWEEN THE CITY OF OVILLA AND J & N WRECKER SERVICE**

**XIX.  
MISCELLANEOUS**

- A. This Agreement constitutes the entire agreement between the parties and may not be modified or amended except by written agreement signed by the parties hereto.
- B. Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance or nonperformance of this Agreement, venue for said action shall be in Ellis County, Texas.
- C. This Agreement shall not be construed against the drafting party.
- D. Operator may not assign nor subcontract any responsibilities under this Agreement without the written consent of City.
- E. Operator shall comply with all applicable federal, state laws and local ordinances, as follows:
  - 1. The Operator shall comply with all provisions of Texas Transportation Code, Chapter 685.
  - 2. The Texas Administrative Code, Texas Transportation Code, and the Vehicle Storage Facility Act as applicable to this agreement.
- F. Before either party may file suit for a breach of this Agreement, the party agrees to present the disagreement or breach to the Chief of Police; if no resolution is reached, the City Administrator. If no resolution occurs, the parties will present the disagreement to the City Council.

**WRECKER AGREEMENT  
BETWEEN THE CITY OF OVILLA AND J & N WRECKER SERVICE**

EXECUTED THIS 17 DAY OF JUNE, 2013.

OPERATOR

CITY OF OVILLA

Name: J-N Wrecker Service

By: James Matthews

By: Jacqueline Lee  
Jacqueline Lee, City Administrator

ATTEST:

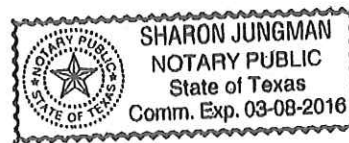
[Signature]  
Notary public in and for the State of Texas  
My Commission Expires: 3-8-16

ATTEST:

[Signature]  
City Secretary

ATTEST:

[Signature]  
Notary Public in and for the State of Texas  
My Commission Expires: 3-8-16





**STATE OF TEXAS**  
JAMES D NOTTINGHAM

TOWING OPERATOR

INCIDENT MANAGEMENT

LICENSE NUMBER 595  
EXPIRES 07/21/2013



**TEXAS DEPARTMENT OF LICENSING AND REGULATION**

The person named on this card may perform  
the duties within the scope of work  
authorized by applicable law through the  
expiration date shown on the front of the card.



A handwritten signature in cursive script, reading "William H. Kuntz, Jr.".

**William H. Kuntz, Jr.**  
**Executive Director**

**Texas Department of Licensing and Regulation**

[www.license.state.tx.us](http://www.license.state.tx.us)

**CITY OF OVILLA MINUTES**  
**Monday, June 11, 2018**  
**City Council Briefing Session**  
**105 S. Cockrell Hill Road, Ovilla, TX 75154**

---

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

---

The following City Council Members were present:

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

ABSENT:        Dean Oberg                      Council Member, Place 2

Mayor Dormier announced Council members that were present, noting the absence of PL2 Oberg, still constituting a quorum. City Manager John R. Dean, Jr., department directors, and staff were also present.

**CALL TO ORDER**

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

City Manager John Dean gave a brief review of each item on the agenda. Questions on Items 2 and 6 were clarified.

**ADJOURNMENT**

Mayor Dormier adjourned the Briefing Session of the Ovilla City Council at 6:20 p.m.

ATTEST:

\_\_\_\_\_  
Richard Dormier, Mayor

\_\_\_\_\_  
Pamela Woodall, City Secretary

**Approved July 09, 2018**

**CITY OF OVILLA MINUTES**  
**Monday, June 11, 2018**  
**Regular City Council Meeting**  
**105 S. Cockrell Hill Road, Ovilla, TX 75154**

---

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

The following City Council Members were present:

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

ABSENT: Dean Oberg Council Member, Place 2

Mayor Dormier announced Council members that were present, noting the absence of PL2 Oberg, still, 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. Ozzie Molina, 224 Lariat Trail, asked for consideration to install sidewalks and speed bumps in his neighborhood.
2. Pamilee Koval, 121 Water Street, asked for Council's intention for the use of the lot at 701 Main Street and wanted them to consider using it for future parking for her future coffee shop and current snow cone business.

**CONSENT AGENDA**

- C1. April 2018 Financial Transactions over \$5,000
- C2. Red Oak Creek Regional Wastewater System Advisory Committee
- C3. Minutes of the May 14, 2018 Briefing Session and Regular Council Meeting.

PL4 Hunt moved to approve the consent items as presented, seconded by PL5 Myers.

*No oppositions, no abstentions.*

***VOTE: The motion to approve carried unanimously: 4-0.***

**REGULAR AGENDA**

- ITEM 1. DISCUSSION/ACTION** – Receive recommendation report from the Planning and Zoning Commission to consider and act on PZ18.04, a Site Plan Application submitted by Dr. Mark L. Stanfill, to expand the Animal Hospital of Ovilla, located at 3357 Ovilla Road, Ovilla, Texas, authorizing the issuance of a building permit.

Staff presented the following information, adding that the site plan had been reviewed by the Fire Marshal and received approval. The Planning and Zoning Commission submitted a summary report unanimously recommending approval.

NAME: ANIMAL HOSPITAL OF OVILLA  
 AUTHORIZED AGENT OF RECORD: Mark L. Stanfill  
 ARCHITECT: W. Carl Summers  
 APPLICATION DATE: May 04, 2018  
 LOCATION: 3357 Ovilla Road  
 UTILITIES: Ovilla water / Sewer  
 ZONING: Commercial  
 PROPOSED LAND USE: Commercial  
 MAJOR THOROUGHFARE: Highway 664 Ovilla Road

**APPLICANT'S PROPOSAL:** A request to expand his clinic to meet growing needs.

Mayor Pro Tem Griffin moved that Council approve the Site Plan Application submitted by Dr. Mark L. Stanfill, to expand the Animal Hospital of Ovilla, located at 3357 Ovilla Road, Ovilla, Texas, authorizing the issuance of a building permit, seconded by PL1 Huber.

*No oppositions, no abstentions.*

**VOTE:** *The motion to approve carried unanimously: 4-0.*

**ITEM 2. DISCUSSION/ACTION** – Consideration of and action on the selection of an engineering firm to represent the City and direct the city manager to negotiate an agreement.

The Review Committee (Councilman Hunt, J. Dean, & B. Piland) interviewed all six firms that responded to the RFP.

- All firms were asked the same set of questions during the interview process.
- Dunaway and Eikon were asked to respond to additional questions.
- Both firms have recent (within 5 years) experience with pump stations, lift stations, and both elevated and ground water storage.

Following the compilation of the scoring summary, the Review Committee recommended the selection of Eikon to represent Ovilla as their engineering firm. Eikon representatives were present and answered Council questions.

The scoring summary.

	Dunaway	Eikon	Maier	Jones/Carter	Urban	Westra
Hunt	95	100	80	64	68	77
Dean	89	91	81	90	77	81
Piland	83	90	81	86	74	89
Total	267	281	242	240	219	247
Average	89	94	81	80	73	82

PL4 Hunt moved to approve the selection of Eikon Consulting Group, LLC to serve as the City Engineer and direct the city manager to negotiate an agreement, seconded by PL5 Myers.

*No oppositions, no abstentions.*

**VOTE:** *The motion to approve carried unanimously: 4-0.*



- ITEM 3. DISCUSSION/ACTION** – Consideration of and action on R2018-24, amending and adopting the Ovilla City Officials Code of Ethics Policy.

With the ever-increasing use of technology, it was determined important to place guidelines on use during Council meetings. A new Section J addresses communication during Council meetings.

PL4 Hunt moved to approve R2018-24, amending and adopting the Ovilla City Officials Code of Ethics Policy, seconded by PL5 Myers.

*No oppositions, no abstentions.*

**VOTE: The motion to approve carried unanimously: 4-0.**

- ITEM 4. DISCUSSION/ACTION** – Consideration of and action on R2018-25, amending and adopting the Rules of Governance, adding a section regarding computer use to the existing policy.

With the upcoming use of City issued computers by the City Council, it was determined wise to consider a policy on computer use, internet, and email like the current City Policy. Staff shared the added verbiage regarding computer use during the May Council meeting. The consensus of the Council to was to return with a resolution to adopt.

PL5 Myers moved to approve R2018-25, amending and adopting the Rules of Governance, adding a section regarding computer use to the existing policy, seconded by PL1 Huber.

*No oppositions, no abstentions.*

**VOTE: The motion to approve carried unanimously: 4-0.**

- ITEM 5. DISCUSSION/ACTION** – Consideration of and action on approval of the design, purchase and installation of monument signs.

Pursuant to the Strategic Guide and the Strategic Plan, staff presented Council with the item to move forward the implementation of monument signs.

#### **BACKGROUND:**

During the Joint EDC and Park Board meeting, the consensus of both boards was to allow Park Chair Treadaway design a monument and share with the Boards for comment and/or suggestion. Additionally, the consensus of both Boards was to place signs at Cockrell Hill Road (Heritage Park) and Westlawn. Both boards recommend the design, purchase and installation of two monument signs. (One sign will be two-sided) The annual budgeted amount for two signs was \$30,000. The presented proposal was considerably less. Any project over \$10,000 would require approval by the governing body. PL5 Myers questioned why the city logo was not part of the presentation for the signs. City Manager Dean offered several reasons: logo was expected to change, and the signs would be more expensive, and too “busy-looking” in appearance.

PL4 Hunt moved that Council approve the design, purchase and installation of monument signs, seconded by PL1 Huber.

*No oppositions, no abstentions.*

**VOTE: The motion to approve carried unanimously: 4-0.**

- ITEM 6. DISCUSSION**– Review and discuss Vector Control Study.

Spartan Mosquito Company offered to provide the City of Ovilla their product for a Mosquito Eradication Study.



The Study will include 2 control products, roughly 12-inch by 2-inch tube, comprised of water, sugar, salt and yeast; placing 1 in the front of the property and 1 in the back of the property, preferably in a tree. The Neighborhood Services Department will continue to collect mosquitos in certain locations to determine effectiveness of the product. There is no cost for the initial product. If a resident wishes to continue using the product the cost is \$20 for 1 box of 2 applicators.

The consensus of the Council was to participate in the Study.

**DISCUSSION ONLY.**

**ITEM 7. DISCUSSION/ACTION** – Consideration of and action on the closure of certain bank accounts for the consolidation of municipal operations.

With the City moving to a more efficient fiscal system with the Fund Accounting Software, we will be operating in a pooled cash system. This system accounts for all municipal funds through a single bank account where legally feasible. Ovilla's current system was reviewed by a municipal accounting firm and they recommend the closure of 14 of our bank accounts. The listed funds from these bank accounts will be consolidated into the main bank account and where necessary tracked through specific funds in the accounting system. Staff recommended the following:

The last four digits of the bank accounts to be closed and consolidated to the General Fund Operating Account are:

**PROSPERITY ACCOUNTS:**

Debt Fund: 0291

General Fund Reserve: 0608

Water Impact: 2322

Fire Debt Auxiliary: 3909

Water Money Market: 4323

Water Credit Card: 7531

GF Reserves Money Market: 7583

GF Money Market: 7605

Park Fund Money Market: 7613

Capital Projects Money Market: 7648

Water & Sewer Impact – Sewer: 8699

Water & Sewer Fund Operating: 9445

Police Special Fund: 9792

Bryson Manor: 8662

**Investment Accounts to consolidate to one TexStar account:**

TexPool – Capital Project 1878

TexStar – General Fund 1110

TexStar – General Fund 1120

TexStar – W&S Impact 3540

TexStar – Capital Project 5340

TexStar – W&S Fund 5350

PL4 Hunt moved to approve the closure of bank accounts designated for the consolidation of municipal operations as presented, seconded by Mayor Pro Tem Griffin.

*No oppositions, no abstentions.*

**VOTE: The motion to approve carried unanimously: 4-0.**

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

N/A. No Action.

**DEPARTMENT REPORTS**

- Department Activity Reports / Discussion
  - Police Department Chief B. Windham
    - Monthly Report – discussed vandalism in Heritage Park restrooms
  - Fire Department Chief B. Kennedy
    - Monthly Report
  - Public Works Director B. Piland
    - Monthly Report
      1. Monthly Park Maintenance Reports
      2. Street Maintenance Report – chip-seal pending on Highland Road.
  - Finance Department Accountant L. Harding
    - April 2018 Financials
    - Bank Balances through June 05, 2018
  - Administration
    - Monthly Code/Animal Control Reports Code/AC Officer M. Dooly
    - Monthly Municipal Court Report City Secretary P. Woodall
    - City Manager Reports CM, John R. Dean, Jr.
      1. Monthly Report – EDC Directors and Park Board are reviewing the Parks Master Plan and hope to have it ready for Council consideration in July.

**EXECUTIVE SESSION**

Mayor Dormier, Council, City Manager and City Secretary went into Executive Session on Item 1 at 7:38 p.m.

- Closed session pursuant to Section §551.072 of the Texas Government Code**
- Item 1. **DISCUSSION/ACTION** – Consideration of and action on real property lease with AT&T.

Mayor Dormier, Council and the City Manager remained in Executive Session on Item 2.

- Closed session pursuant to Section §551.074 of the Texas Government Code**
- Item 2. **DISCUSSION/ACTION** – Deliberate the appointment, employment, evaluation, reassignment and/or duties of the City Manager.

Mayor Dormier adjourned the Executive Session at 9:06 p.m., announcing that no action was taken in Executive Session. There was no action on the two Executive Session items in open meeting.

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

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

**ADJOURNMENT**

PL4 Hunt moved to adjourn the meeting of June 11, 2018, seconded by Mayor Pro Tem Griffin. There being no further business, Mayor Dormier adjourned the meeting at 9:07 p.m.

ATTEST:

Richard Dormier, Mayor

Pamela Woodall, City Secretary

*Approved July 09, 2018*

Attachments: PZ report  
Citizens Forum sheets

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

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





## City of OVILLA Planning & Zoning Commission Recommendation

An application was presented for a Site Plan Permit to be issued for additional space to existing building.

**ITEM I. DISCUSSION/ACTION – PZ18.04** – Review and consider a Site Plan Application submitted by Dr. Mark L. Stanfill from Animal Hospital of Ovilla, located at 3357 Ovilla Road, Ovilla, Texas, for the construction of additional space to building, and authorizing the issuance of building permit.

\*\*\*\*\*

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

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

PL5 VACANT \_\_\_\_\_  
 PL6 Hart AYE  
 PL7 Zimmermann AYE

5 FOR

0 AGAINST

0 ABSTAIN

\*\*\*\*\*

C. Lynch  
 Presiding Officer of P&Z

6/4/18  
 Date

Dr. Mark L. Stanfill  
 Board Secretary

6.4.2018  
 Date

Mayor Richard Dormier  
Place One Council, Rachel Huber  
Place Two Council, Dean Oberg  
Place Three Council/ Mayor Pro Tem, David Griffin



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

## WELCOME TO THE CITY OF OVILLA CITIZENS FORUM

The Ovilla City Council and City Staff welcome you to a meeting of the Ovilla City Council.  
Ovilla Council Meetings are open to the public and residents are encouraged to attend.

It is the policy of the City of Ovilla to give all individuals and lawful organizations an opportunity to formally address the Mayor and Council regarding any posted Agenda item or items not on the agenda. Each participant will be permitted to speak for a maximum of three minutes. Regarding non-agenda items, please be advised that the Mayor and Council cannot respond but may direct inquiries to staff for current policy or for later review.  
The form must be complete.

DATE: 6-11-2018 PHONE: 469-337-2503  
DO YOU RESIDE WITHIN THE CITY LIMITS OF OVILLA? ☒ YES ☐ NO  
NAME: Oswaldo Malins  
ORGANIZATION / DEPARTMENT: \_\_\_\_\_  
ADDRESS: 224 LARIAT TR.  
CITY / ZIP: OVILLA TX 75154

Persons wishing to address the Mayor and Council concerning a posted agenda item must make a formal request by presenting a completed "Citizens Forum" form to the City Secretary at least 10 minutes prior to the beginning of the scheduled meeting. The form must be complete. At the discretion of the Mayor, those registered to speak may be called during the opening of the listed agenda item. Please check one of the three following options.

☐ I wish to address the Council during the Citizens Forum.

AGENDA ITEM(S) NUMBER: \_\_\_\_\_

☐ I wish to address the Council on this agenda item(s).

☐ I do not wish to address the Council, but would like to register the following opinion.

(Circle one) FOR      AGAINST

Comments: \_\_\_\_\_

Would you be interested in serving on an appointed board or commission of the City of Ovilla?

☐ Yes ☐ No

The City Council convenes in regular session on the second Monday of each month at 6:00 P.M. unless otherwise noted. Special meetings may be called as deemed necessary to conduct business of the City.

"I authorize the city to release ALL information on this sheet to the public. (If no signature is provided, the City shall not release information that is protected under the Texas Public Information Act.) Signature Oswaldo Malins"



Mayor Richard Dormier  
Place One Council, Rachel Huber  
Place Two Council, Dean Oberg  
Place Three Council/ Mayor Pro Tem, David Griffin



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

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It is the policy of the City of Ovilla to give all individuals and lawful organizations an opportunity to formally address the Mayor and Council regarding any posted Agenda item or items not on the agenda. Each participant will be permitted to speak for a maximum of three minutes. Regarding non-agenda items, please be advised that the Mayor and Council cannot respond but may direct inquiries to staff for current policy or for later review.

The form must be complete.

DATE: 6-11-18 PHONE: 469-323-1407  
DO YOU RESIDE WITHIN THE CITY LIMITS OF OVILLA? ☒ YES ☐ NO  
NAME: Pamilee Kavel  
ORGANIZATION / DEPARTMENT: Pickards House  
ADDRESS: 121 Water St.  
CITY / ZIP: Ovilla

Persons wishing to address the Mayor and Council concerning a posted agenda item must make a formal request by presenting a completed "Citizens Forum" form to the City Secretary at least 10 minutes prior to the beginning of the scheduled meeting. The form must be complete. At the discretion of the Mayor, those registered to speak may be called during the opening of the listed agenda item. Please check one of the three following options.

☒ I wish to address the Council during the Citizens Forum.

AGENDA ITEM(S) NUMBER: \_\_\_\_\_

☐ I wish to address the Council on this agenda item(s).

☒ I do not wish to address the Council, but would like to register the following opinion.

(Circle one) FOR AGAINST

Comments: \_\_\_\_\_

Would you be interested in serving on an appointed board or commission of the City of Ovilla?

Yes ☐ No ☒

The City Council convenes in regular session on the second Monday of each month at 6:00 P.M. unless otherwise noted. Special meetings may be called as deemed necessary to conduct business of the City.

"I authorize the city to release ALL information on this sheet to the public. (If no signature is provided, the City shall not release information that is protected under the Texas Public Information Act.) Signature [Signature]"

# CITY OF OVILLA MINUTES

**Monday, June 28, 2018**

**Special City Council Meeting/Budget Workshop**

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

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

The following City Council Members were present:

Rachel Huber	Council Member, Place 1
Dean Oberg	Council Member, Place 2
Doug Hunt	Council Member, Place 4
Michael Myers	Council Member, Place 5

ABSENT: David Griffin Mayor Pro Tem, Place 3

Mayor Dormier announced Council members that were present, noting the absence of Mayor Pro Tem Griffin, still, constituting a quorum. City Manager John R. Dean, Jr., department directors and various staff were also present.

## **CALL TO ORDER**

Mayor Dormier gave the Invocation and led the recitation of the Pledge of Allegiance.

## **COMMENTS/PRESENTATIONS/MAYOR ANNOUNCEMENTS**

None.

## **CONSENT AGENDA**

1. Consider approval of Quitclaim Deed, 6.4 acres out of the J. McNamara Survey, Abstract 693, City of Ovilla, Ellis County, Texas.
2. Consider approval of a permanent sanitary sewer easement, J. McNamara Survey, Abstract 693, City of Ovilla, Ellis County, Texas.

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: 4-0.**

## **REGULAR AGENDA**

ITEM 1. **DISCUSSION/ACTION** – Consideration of any item(s) pulled from the Consent Agenda above for individual consideration and action.

N/A.

ITEM 2. **DISCUSSION/ACTION** – Workshop and review of the preliminary Fiscal Year 2018-2019 Budget and direct staff as necessary.

The Municipal Services Advisory Committee met previously and submitted recommendations to staff. City Manager John Dean shared a brief summary of the preliminary draft FY 18-19 Budget.

Assumptions: All rate increases for Water, Wastewater, and Solid Waste will be passed along to the end user. A projected revenue increase of approximately \$153K is expected if the tax rate remains the same. The 10-year Capital Improvements Projects file was reviewed and discussed. Additionally, the Public Works employees will be funded proportionally based on duties in the next few years – through the General Fund and not all in the Water and Sewer Department.

Department Directors shared in the discussion and offered clarification when necessary.

Budget Highlights were shared:

- We do not anticipate a Property Tax rate above the effective rate.
  - The projected increase in property tax revenue is from new improvements and PW funding their portion of the bond debt service at \$111,040.
- Budget Restructuring:
  - The Sales Tax for Streets is a tax that can only be used for that purpose. These funds should be accounted for in the same manner as the MDD and EDC funds. Therefore, a Street Fund has been created and those funds will now be accounted for in that fund. There is no issue with accounting for of these funds since the expenditures for streets have far exceeded the revenue generated from this tax.
  - Special Court Funds: Technology and Security funds must be treated in same manner as the street tax. Thus, we have created special funds for those.
  - These funds will no longer be accounted for in the General Fund.
- The proposed General Fund budget does make use of Fund balance = \$274,441 for one-time expenses not recurring expenses.
  - Use of Fund Balance Items.
    - \$187,000 Street Improvements
    - \$55,000 Police Patrol Vehicle
    - \$27,000 in Fire Bay Improvements
    - \$10,000 to equip SRT member
    - \$279,000 Total

Across the Board Budget Items:

- 3% pay increase (The Consumer Price Index for All Urban Consumers (CPI-U) for Dallas-Fort Worth-Arlington during the year ended in May 2018, rose 3.9 percent, the fastest annual rate of gain since November 2011. the U.S. Bureau of Labor Statistics reported.)
- 6% (estimated) increase to Healthcare
- TMRS decrease from 9.94% to 9.73%

Police

- Dispatch Contract: \$45,500 - FD 10% @\$4550, PD @ 90% \$40,950 (Change, Split based on call history)
- Special Response Team (SWAT) \$10,000 for equipment to 1 team member, annual cost will be reduced to \$5,000 from \$7,500
- BRAZOS, INC. Ticket Writers 5 YEAR PLAN \$3,328 (ONE TIME FEE) + \$2280. PER YEAR X 5 = \$14,728 LESS \$2280 SHARED COST WITH COURT Technology = \$12,448
- 1 VEHICLE, RADIO/COMPUTER/BOOSTER WILL BE TAKEN FROM RETIRING VEHICLE

Fire

- Proposed Staffing changes
  - 3 - CAPTAINS FULL TIME
  - 3 - DRIVER/FIREFIGHTER FULL TIME
  - 9 - FIRE FIGHTER PART TIME
  - Cut Part Time Fire Fighters from 31 to 9
- Dispatch Contract: \$45,500 - FD 10% @\$4550, PD @ 90% \$40,950 (Split based on call history)



The proposed staffing changes to the Fire Department had been presented to the Emergency Services Districts #2 and #4, asking for additional funds to support the change. To date, city staff had received informal commitments from both Districts for increased funding. The ESD's were also undergoing budget plans for the next fiscal year. PL4 Hunt voiced his opinion that the Fire Department needed a full-time Fire Chief.

The Council consensus:

1. Add one part-time employee to aid in Neighborhood Services Department.

The next budget meeting will occur on July 05, 2018 at 5:00 pm to review of the Water and Sewer Fund.

**No Action.**

**ADJOURNMENT**

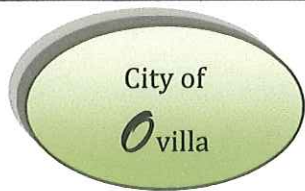
PL4 Hunt moved to adjourn the meeting of June 28, 2018, seconded by PL2 Oberg. There being no further business, Mayor Dormier adjourned the meeting at 7:55 p.m.

ATTEST:

\_\_\_\_\_  
Richard Dormier, Mayor

\_\_\_\_\_  
Pamela Woodall, City Secretary

***Approved July 09, 2018***



## AGENDA ITEM REPORT

### Item 1

Meeting Date: July 09, 2018

Department: Administration/Public Works

☒ 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: B. Piland / M. Dooly

#### Attachments:

1. None.

#### Agenda Item / Topic:

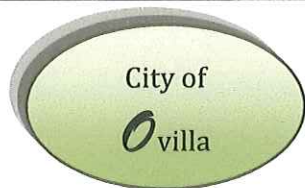
ITEM 1. *DISCUSSION*– Review and consider the use of city property at 701 W. Main Street.

#### Discussion / Justification:

MS. Pamilee Kovall spoke during the citizen's forum on June 11 regarding the city property at 701 Main Street. She would like to discuss the City's plans regarding the property use.

#### Sample Motion(s):

Discussion only.



# Ovilla City Council

## AGENDA ITEM REPORT

### Item 2

Meeting Date: July 09, 2018

Department: Administration/Public Works

☒ 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: B. Piland / M. Dooly

#### Attachments:

1. Agreement

#### Agenda Item / Topic:

ITEM 2. **DISCUSSION/ACTION** – Consideration of and action on an agreement between the City of Ovilla and Eikon Consulting Group, LLC to serve as the City Engineer.

#### Discussion / Justification:

Following the RFP's and interviews and bringing the engineer selection to Council last month, the city manager was directed to negotiate the agreement with Eikon Consulting Group.

We have negotiated an agreement where the rates are comparable to the current provider. We have built in a mechanism for subdivision review where we will be able to either pay the hourly rate or rate based on the number of lots, whichever is most beneficial to the city.

The agreement has been reviewed by the City Attorney.

#### Sample Motion(s):

I move to approve/deny the presented agreement between the City of Ovilla and Eikon Consulting Group, LLC to serve as the City Engineer.



## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (herein "Agreement") is made and entered into by and between the CITY OF OVILLA, TEXAS, a Texas general law municipality (herein the "City"), and EIKON CONSULTING GROUP, LLC (herein the "Consultant").

### **W I T N E S S E T H**

WHEREAS, the City desires to obtain professional services from the Consultant;

WHEREAS, the Consultant represents that it is qualified and capable of performing the professional services set forth herein and is willing to enter into this Agreement with the City to perform such services;

**NOW, THEREFORE**, in consideration of the premises and covenants and conditions herein, the City and the Consultant agree as follows:

### **I. SCOPE, DESCRIPTION AND SCHEDULE OF SERVICES**

The scope and description of services to be rendered by Consultant are set forth in Exhibit "A" attached hereto and incorporated herein for all purposes. The schedule of services to be performed are set forth in Exhibit "B" attached hereto and incorporated herein for all purposes.

### **II. RETAINER**

The City agrees to retain Consultant, and Consultant agrees to perform the professional services set forth in this Agreement, subject to all of the terms and conditions herein, and the City agrees to pay, and the Consultant agrees to accept, the fees specified herein as full and final compensation for the work and services provided hereunder.

### **III. PROFESSIONAL QUALITY**

The Consultant shall be responsible for the professional quality, technical accuracy, timely completion and coordination of services furnished by the Consultant and its agents, servants, employees and contractors under this Agreement.

### **IV. PROFESSIONAL LIABILITY**

Approval by the City of the services performed by the Consultant hereunder shall not in any way relieve the Consultant of responsibility for the any technical accuracy or quality of the Consultant's work. The City's review, approval or acceptance of, or payment for, any of the Consultant's goods or services shall not be construed to operate as a waiver of any of the City's rights under this Agreement or any cause of action arising out of the performance of this

Agreement.

## **V. COMPENSATION**

The compensation to be paid to the Consultant is set forth in the attached as Exhibit "C."

## **VI. DOCUMENTS**

The City acknowledges that any plans, specifications or other documents prepared by the Consultant under this Agreement are instruments of professional service. Nevertheless, any such plans, specifications or other documents prepared under this Agreement shall become the property of the City upon completion of the Consultant's services and payment in full of all monies due to the Consultant. Any unauthorized use or unauthorized modification of the Consultant's documents by the City shall be without risk or liability to the Consultant.

## **VII. PAYMENT**

Payment for services rendered by the Consultant shall be invoiced monthly based upon the actual amount of services performed and expenses incurred. In no event shall any invoiced amount exceed the amount actually earned by the Consultant.

## **VIII. TERMINATION**

Either party may cancel or terminate this Agreement upon thirty (30) days' written notice to the other party with the provision and understanding that immediately upon receipt of notice of such cancellation all work and labor then in progress shall be completed at the compensation rate provided under this Agreement, unless otherwise agreed to by the parties, and further provided that the Consultant shall be compensated in accordance with the terms of this Agreement for all work satisfactorily accomplished and provided to City prior to the receipt of notice of such termination.

## **IX. INDEMNIFICATION AND INSURANCE**

Consultant shall indemnify, save, hold harmless and defend City, its officers, agents and employees with respect to any claims or demands, actions, damages, costs and expenses, including, without limitation, attorneys' fees and costs of litigation, arising from the death or injury of any person whomsoever, or any loss, damage or destruction of any property whatsoever, resulting directly or indirectly from any intentional, negligent or grossly negligent act, error or omission of the Consultant, its agents, servants, employees or other persons acting on Consultant's behalf and arising from or related to Consultant's performance under this Agreement.

Consultant further agrees to obtain and keep in force, at its sole cost and expense,



throughout the term of this Agreement, and in a form and with a company satisfactory to the City, the following policies of insurance:

- A. Commercial General Liability insurance with combined single limits of not less than \$1,000,000.00; and
- B. Automobile Liability insurance providing coverage for owned, non-owned, hired and leased vehicles of Consultant with combined single limits for injury or damage in any one (1) accident of \$1,000,000.00; and
- C. Statutory workers' compensation and employers' liability insurance as required by state law.
- D. Professional liability insurance (Errors and Omissions) with a limit of \$1,000,000 per claim/annual aggregate.

Consultant further agrees to name the City as an additional insured on the Commercial General Liability and Automobile Liability policies, and further agrees that such insurance policies shall contain provisions to the effect that the naming of the City as an additional insured shall not affect any recovery to which the City would be entitled under the policy if it were not so named and that the insurance is primary and shall be without contribution from any similar insurance available to the City.

Certificates of insurance verifying each of the above conditions and providing for thirty (30) days' prior written notice of cancellation or reduced coverage shall be submitted to the City within thirty (30) days of the execution of this Agreement.

#### **X. INDEPENDENT CONTRACTOR**

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

#### **XI. NOTICES**

All notices and communications under this Agreement to be mailed or delivered to the City shall be sent to the address of the City as follows, unless and until the Consultant is otherwise notified:

John Dean  
City Manager  
City of Ovilla  
105 S. Cockrell Hill Rd.

Ovilla, Texas 75154

All notices and communications under this Agreement to be mailed or delivered to the Consultant shall be sent to the address of the Consultant as follows, unless and until the City is otherwise notified:

EIKON Consulting Group, Inc.

1405 W Chapman Dr

Sanger, Texas 76266

## **XII. ASSIGNMENT**

This Agreement shall not be assignable in whole or in part without the written consent of the City.

## **XIII. SEVERABILITY**

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

## **XIV. BINDING EFFECT**

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

## **XV. GOVERNING LAW AND VENUE**

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

## **XVI. DISPUTE RESOLUTION**

**CONSULTANT AND CITY AGREE THAT ALL DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY AND ALL REPRESENTATIONS OR WARRANTIES WHICH CANNOT BE RESOLVED THROUGH INFORMAL NEGOTIATIONS SHALL BE RESOLVED BY WAY OF A TRIAL BEFORE THE JUDGE OF A COURT OF COMPETENT JURISDICTION. CONSULTANT AND CITY HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY. CONSULTANT AND CITY ACKNOWLEDGE AND REPRESENT THAT THEY HAVE KNOWINGLY AND VOLUNTARILY WAIVED THEIR RESPECTIVE**



## **RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY LEGAL MATTER OR DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT.**

### **XVII. AMENDMENT AND WAIVER**

No amendment or waiver of any provision of this Agreement and no consent to any departure from any provision or requirement of this Agreement, shall be effective or binding unless and until set forth in a writing signed by each party, and then any such waiver or consent shall be effective only in a specific instance and for the specific purpose for which it was given. No notice or any other communication given by one party to the other party shall be construed to be or constitute an approval or ratification by the other party of any matter contained or referred to in such notice, unless the same be consented to by the other party in writing.

### **XVIII. ENTIRE AGREEMENT**

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

### **XIX. LEGAL CONSTRUCTION**

Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. The parties agree that this Agreement or any provision of this Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this Agreement or any provision hereto. This Agreement and all of the terms and provisions herein shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

### **XX. COMPLIANCE WITH CHAPTER 2270 OF TEXAS GOV'T CODE**

By executing this Agreement, Consultant represents and hereby certifies that, Consultant does not boycott Israel currently and will not boycott Israel during the term of this Agreement.



**EXECUTED** as of this 2nd day of July, 2018.

**EIKON CONSULTING GROUP, LLC:**

By: Brad Isbell  
Brad Isbell, President

**CITY OF OVILLA, TEXAS:**

By: \_\_\_\_\_  
Richard Dormier, Mayor

ATTEST:

\_\_\_\_\_  
Pam Woodall, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Ron G. MacFarlane, Jr., City Attorney



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DESIGNING CONFIDENCE

## AGREEMENT FOR ENGINEERING SERVICES

**Date** July 2, 2018 Rev2

**Client** John Dean  
City Manager  
City of Ovilla  
105 S. Cockrell Hill Road  
Ovilla, Texas 76266  
972-617-7262  
jdean@cityofovilla.org  
(Delivered via email)

**Project Name and Location** Plan Review and On-Call Professional Services  
City of Ovilla, Texas

As requested, EIKON Consulting Group, LLC (EIKON) is pleased to submit this proposal for professional services related to the above referenced project. Our proposed Scope of Services, Assumptions, Deliverables, Schedule and Fee are outlined below.

### Detailed Project Description

We understand that the project includes various development plan reviews and on-call engineering services as needed by the City.

### Scope of Services (Exhibit A)

#### Description of Services

##### As Needed Services

Engineering services to be provided are upon request by City staff with method of tracking the requestor and firm *billable* hours provided to each specific request.

- a. Survey  
EIKON will provide survey services, as a licensed surveyor or through a subcontracted licensed surveyor, to City for planning, ROW and easement acquisition and other surveying as requested by the City.
- b. GIS and Mapping  
EIKON will provide and maintain City data base for maps of various forms and media upon request to aid in planning and development.
- c. Development Review Support  
Review planning and engineering submittals received by the City for development and/or permit approval. EIKON will provide written comments (on plan sheets and/or in letter form) to the City regarding compliance with City Subdivision/Zoning Ordinances, City details and standards and general

engineering practices. This will include, but not be limited to, the following residential and commercial development related items:

- Concept/Site Plan
- Preliminary Plat
- Final Plat
- Replat
- Conveyance Plat
- Completeness Review
- Construction Plans
- Off-Site Improvements
- Storm Water Pollution Prevention Plan (SWPPP)
- Traffic Impact Studies

EIKON will assist applicants with interpretation of review comments and subsequent re-submittals as required.

d. Drainage Studies and Technical Review

EIKON will assist the City of Ovilla with engineering review of drainage studies and flood modeling submitted to the City for approval. These studies and models will vary with complexity and number of submittals to reach a status of recommendation for approval. This will include, but not be limited to, the following development related items:

- Floodplain Determinations
- Hydrology and Hydraulic Studies Review including:
  - Floodplain studied
  - Downstream assessment submittals
  - Storm drain analysis
- Detention Pond Review
- CLOMR/LOMR Review: Federal Emergency Management Agency (FEMA) submittals

e. Water & Wastewater Modeling and Sanitary Sewer Capacity Support

If requested, EIKON will assist the City of Ovilla with developing a water and wastewater hydraulic model to analyze the City's existing systems and potential development impact on the water and wastewater system to identify improvements necessary to support a proposed development.

Prior to commencement, the scope and fee for each request for water and wastewater modeling support will be negotiated and agreed upon based on the EIKON rate schedule and documented on an approved task order.

f. Observation of Construction Activities

On an as-needed basis be available to supplement City staff capabilities, specifically Public Works Director, during the inspection process of developer constructed public infrastructure improvements and oversight, when needed, to verify that private site improvements meet City design criteria. Services may include on-site inspection and observation and/or review and comment on the methods and results of third party testing companies.

g. Consultation of General

Consult with City staff on general engineering and planning issues. Provide review assistance and respond to City staff questions relative to master planning, construction plans and building plans.



### **Task Ordered Services**

As requested by the City, EIKON will assist the City with miscellaneous on-call planning, engineering and surveying services that are not included within the specific scope items detailed in this scope of services.

a. Project Design

Provide engineering design services for construction projects controlled by the City either acting solely or in partnership with other governmental agencies. Projects will be defined and a scope of services established in order to prepare a fee for the task order.

b. Project Development

Provide engineering services for special projects and studies including but not limited to thoroughfare plan, water & wastewater master plans, elevated or ground storage water tanks, public works design manuals, impact fee studies, capital improvement program, road maintenance program, proportionality determinations in accordance with the subdivision regulations of the City and updates to the preceding examples. Projects will be defined and a scope of services established in order to prepare a fee for the task order.

### **Assumptions**

- City of Ovilla will provide necessary information for timely review completion of the various project(s)
- As needed, EIKON may recommend the use of outside consultants to perform specific tasks based on the nature of the project scope. This will be presented to the City for review and approval prior to engagement.
- If required, surveying services will be provided by EIKON subcontracting the services through a Texas Registered Professional Land Surveyor. This will be presented to the City for review and approval prior to engagement.
- EIKON has not included construction phase services, cost estimation, or geotechnical investigations; however, the following services can be provided if requested by the City:
  - Geotechnical Investigation and Report
  - Opinion of Probable Cost
  - Construction Administration

### **Deliverables**

- EIKON will submit review comments, letters and drawings in electronic PDF format.

### **Schedule (Exhibit B)**

The plan review and on-call professional services will be completed in a timely fashion to meet the Client's requirements. It is our intention to provide development review comments within 5 business days subject to obtaining all the pertinent information necessary.

### **Fee (Exhibit C)**

A fixed rate schedule is proposed for certain itemizes project tasks. Each project will be evaluated upon notice to determine if this rate schedule applies. EIKON and the City will make that determination together once a project task is assigned and the scope of the services are understood. Should it be determined the rate schedule does not apply and other project tasks not identified, EIKON will perform the scope of work defined in this

agreement at an hourly rate as services are provided, invoicing on a monthly basis as work is performed. Below are the fixed rate schedule and the hourly rate schedule:

**Plan Review Lump Sum  
Rate Schedule**

Review Category (50 sheets or less)	Residential Development: # of Lots				Commercial Development: # of Acres			
	1 to 10	11 to 25	26 to 50	51 to 100	0 to 1	2 to 5	6 to 10	11 to 25
Concept/Site Plan	\$1,000	\$1,500	\$2,000	\$3,000	\$1,000	\$1,500	\$2,000	\$2,500
Preliminary Plat	\$1,500	\$2,000	\$2,500	\$3,500	\$1,000	\$1,500	\$2,000	\$2,500
Final Plat	\$1,500	\$2,000	\$2,500	\$3,500	\$1,000	\$1,500	\$2,000	\$2,500
Replat	\$1,000	\$1,500	\$2,000	\$2,500	\$1,000	\$1,500	\$2,000	\$2,500
Completeness Review	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250
Construction Plans	\$2,000	\$2,500	\$3,000	\$4,000	\$1,500	\$2,000	\$2,500	\$3,000

**Additional Plan Review Lump Sum  
Rate Schedule**

Review Category (50 sheets or less)	Residential Development: # of Lots				Commercial Development: # of Acres			
	1 to 10	11 to 25	26 to 50	51 to 100	0 to 1	2 to 5	6 to 10	11 to 25
Concept/Site Plan	\$500	\$750	\$1,000	\$1,250	\$500	\$750	\$1,000	\$1,250
Preliminary Plat	\$750	\$1,000	\$1,250	\$1,500	\$750	\$750	\$1,000	\$1,250
Final Plat	\$750	\$1,000	\$1,250	\$1,500	\$750	\$750	\$1,000	\$1,250
Replat	\$750	\$1,000	\$1,250	\$1,500	\$750	\$750	\$1,000	\$1,250
Completeness Review	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250
Construction Plans	\$1,250	\$1,500	\$1,750	\$2,000	\$750	\$1,000	\$1,250	\$1,500



## Studies and Technical Review Rate Schedule

### Detention Pond Review

Initial Review: Modified Rational Method	\$1,000
Initial Review: Unit Hydrograph Method	\$2,000
Second & subsequent reviews	\$500

### CLOMR or LOMR Review

Initial Review	\$2,500
Second & subsequent reviews	\$500

### Hydrology and Hydraulics Studies Review

Initial Review (channel < 1,000')	\$1,500
Second & subsequent reviews	\$500
Additional length of channel	\$1.00/lf

### Water Distribution Model & Sanitary Sewer Capacity Study Review

Initial Review and Subsequent Reviews	Hourly
---------------------------------------	--------

### Traffic Study Review

Initial Review	\$ 2,500
Second & subsequent reviews	\$500

### Grading Plan Review (up to 10 sheets)

Initial Review	\$1,250
Second & subsequent reviews	\$500
Initial/Second Reviews (in addition to 10 shts)	\$150/sht

- Lump Sum fees above include 2 plan reviews and 1 meeting per review phase (either 1 staff/DRC Meeting, 1 P&Z Meeting or 1 Council Meeting)  
For example, the lump sum fee for the Preliminary Plat of a development includes the fee for EIKON staff to attend on meeting related to that submittal.  
Please note that partial infrastructure submittals for the same project (paving & drainage in one submittal; water & sanitary sewer in another submittal) will be treated as two separate submittals per the review fees above based on the number of lots or acreage.
- Lots or acreage about the values listed above may consist of two columns added together to obtain the totals represented. EIKON and the City shall have the option to alternative fees such as hourly rate scheduled estimates or negotiated fee.
- When off-site plans are submitted with on-site plans, add \$750 for each off-site improvement (water, sanitary sewer, paving or drainage) to construction plan review rate shown for improvements less than 1,000'. Add \$ 1,000 for lengths of each off-site improvement between 1,001' to 5,000'.
- Off-site is defined as beyond the limits of the final plat boundary under review regardless of ownership of the adjacent tract.
- Upon receiving the submittal, EIKON reserves the right to re-negotiate the review fee if the project complexity or design intricacies warrant additional work effort. The fee will be agreed upon by the City of Ovilla and EIKON prior to proceeding with the plan review.

## Hourly Rate Schedule for EIKON Consulting Group, LLC

CEO/President/Vice-President:	\$215
Principal:	\$180
Director:	\$170
Senior Engineer:	\$150
Senior Architect:	\$150
Project Architect:	\$135
Staff Architect	\$130
Construction Administrator:	\$150
Project Manager:	\$150
Staff Engineer (EIT):	\$130
Senior Designer:	\$120
CAD Operator:	\$95
Construction Inspector:	\$85
Administrative Staff:	\$65
Geotechnical Mobilization:	\$300 (within 50 miles of office-\$3.00 mile per standard rig)**
Soil Sampling:	\$17/foot
Soil Testing:	
Moisture Content:	\$7
Atterburg Limit:	\$65
Swell Test:	\$120
Unconfined Compression: Other	\$40
testing quoted as needed	

- Reimbursable expenses, including but not limited to, sub-consultant invoices, postage/shipping, printing/reproduction, mileage, and all travel expenses, shall be invoiced at cost +10%. Automobile mileage (excluding Geotechnical mobilization) to be charged at \$0.60/mile

Invoices are processed monthly and are based on completed phases, direct man-hours, or on a percentage of completion.

Fee to be paid within 30 days after the delivery of an invoice from EIKON.

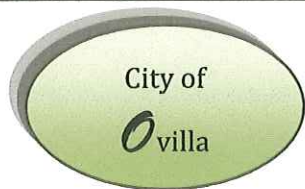
Unpaid invoices shall serve interest at 1.0% per month.

### Notice to Proceed

EIKON must receive (by fax, email, or regular mail) this signed services agreement. **This proposal will remain in effect for 30 days.**

If this proposal meets with your approval, please sign the attached agreement authorizing our office to begin work. Note that references in the agreement to Exhibits A, B and C are those identified above.

Thank you for considering EIKON for your consulting services. We look forward to working with you and your staff on this project. Should you have any questions regarding this proposal, please do not hesitate to contact us.



# Ovilla City Council

## AGENDA ITEM REPORT

### Item 3

Meeting Date: July 09, 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. Ordinance 2018-11

#### Agenda Item / Topic:

**ITEM 3.** ***DISCUSSION/ACTION*** – Consideration of and action on Ordinance 2018-11, of the City of Ovilla, Texas, amending Chapter 1, Article 1.09, Division 4, "Park Board", Section 1.09.122 "Members" of the Code of Ordinances of the City of Ovilla, Texas; providing for the appointment and number of Park Board Members; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

#### Discussion / Justification:

The current Code reads that the Park Board shall consist of 3-7 members. Since creation, the Park Board has consisted on 5 members. This ordinance brings the city consistent with practice.

#### Staff Recommendation

Staff recommends approval of Ordinance 2018-11.

#### Sample Motion(s):

I move to approve Ordinance 2018-11, of the City of Ovilla, Texas, amending Chapter 1, Article 1.09, Division 4, "Park Board", Section 1.09.122 "Members" of the Code of Ordinances of the City of Ovilla, Texas; providing for the appointment and number of Park Board Members.



## ORDINANCE NO. 2018-11

AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, AMENDING CHAPTER 1, ARTICLE 1.09, DIVISION 4 "PARK BOARD," SECTION 1.09.122 "MEMBERS" OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA, TEXAS; PROVIDING FOR THE APPOINTMENT AND NUMBER OF PARK BOARD MEMBERS; 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, on February 9, 2015, the City Council of the City of Ovilla, Texas, adopted Ordinance No. 2018-008 which, *inter alia*, established the City of Ovilla Park Board and provided for the appointment and number of board members; and

WHEREAS, the City Council finds and determines it is in the best interest of the citizens of the City of Ovilla to amend the number of board members from "three (3) to seven (7)" to a five (5) member board.

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

**SECTION 1.            AMENDMENT OF CHAPTER 1, ARTICLE 1.09, DIVISION 4, SECTION 1.09.122 OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA, TEXAS**

Chapter 1, Article 1.09, Division 4, Section 1.09.122 of the Code of Ordinances of the City of Ovilla, Texas, is hereby amended to read as follows:

**Sec. 1.09.122    Members**

Members of the board shall be appointed by a majority of the city council, and the board shall consist of five (5) members. An individual must be a resident of the city in order to be eligible for appointment to the board.

**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 CODE OF ORDINANCES**

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

**SECTION 5.        EFFECTIVE DATE**

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

**SECTION 6. PUBLICATION**

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

**PASSED, ADOPTED and APPROVED** by the City Council of Ovilla, Texas, on this the \_\_\_\_ day of \_\_\_\_\_, 2017.

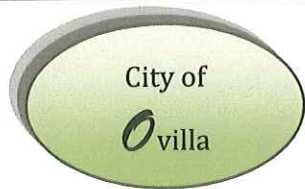
\_\_\_\_\_  
Richard Dormier, Mayor

**ATTEST:**

\_\_\_\_\_  
Pamela Woodall, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ron G. MacFarlane, Jr., City Attorney



## AGENDA ITEM REPORT

### Item 4

Meeting Date: July 09, 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. Ordinance 2018-12
2. Code excerpt.

#### Agenda Item / Topic:

ITEM 4. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2018-12, amending Chapter 9, Article 9.03, Division 2, “City Manager,” Section 9.03.04(9), of the City of Ovilla Code of Ordinances, providing amended purchasing and contracting authority of the City Manager, providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

#### Discussion / Justification:

The current Code conflicts with authorized purchasing powers of the city manager. The way the city manager powers and duties section of code is adopted the city manager does not have the power to approve contracts or agreements within the scope of the purchasing section of the Code. This ordinance would allow the city manager the authority to approve contracts and agreements within the scope of the city manager’s authority as is currently authorized in the purchasing section of the Code.

#### Staff Recommendation

Staff recommends approval of Ordinance 2018-12.

#### Sample Motion(s):

I move to approve Ordinance 2018-12, amending Chapter 9, Article 9.03, Division 2, “City Manager,” Section 9.03.04(9), of the City of Ovilla Code of Ordinances, providing amended purchasing and contracting authority of the City Manager.

## **ORDINANCE NO. 2018-12**

**AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, AMENDING CHAPTER 9, ARTICLE 9.03, DIVISION 2 "CITY MANAGER," SECTION 9.03.04(9), OF THE CITY OF OVILLA CODE OF ORDINANCES, PROVIDING AMENDED PURCHASING AND CONTRACTING AUTHORITY OF THE CITY MANAGER; 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 has adopted a purchasing policy by Ordinance 2014-033 on October 14<sup>th</sup>, 2014 which provides purchasing procedures for the City; and

**WHEREAS**, the City has established powers and duties of the City Manager by Ordinance 2015-018 adopted on July 13<sup>th</sup>, 2015; and

**WHEREAS**, Ordinance 2014-033 and Ordinance 2015-018 lead to conflicts within the Code of Ordinances with regards to the purchasing authority of the City Manager; and

**WHEREAS**, Section 9.03.04(9) states, in part, "No contract shall be let except by the mayor and the city council;" and

**WHEREAS**, Section 1.05.071(b) states "The city administrator shall have authority and responsibility to make purchases of all supplies, apparatus, equipment, materials, and other things requisite for public purposes for the city and to make all necessary contracts for work or labor to be done, material or other necessary things to be furnished for the benefit of the city where the amount of the expenditure for any purpose or contract does not exceed the sum of twenty-five thousand dollars (\$25,000.00) as adopted in the policy and procedure guide to purchasing", 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 Code of Ordinances as set forth herein.

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

### **SECTION 1. AMENDMENT OF CHAPTER 9, ARTICLE 9.03, DIVISION 2 "CITY MANAGER," SECTION 9.03.04(9) OF THE OVILLA CODE OF ORDINANCES**

CHAPTER 9, ARTICLE 9.03, DIVISION 2 "CITY MANAGER," SECTION 9.03.04(9) of the Ovilla Code of Ordinances is hereby amended to read as follows:

#### **Sec. 9.03.04 POWERS AND DUTIES**

\* \* \*

(9) Have authority and responsibility to make purchases of all supplies, apparatus, equipment, materials, and other things requisite for public purposes for the city and to make all necessary contracts for work or labor to be done, material or other necessary things to be furnished for the benefit of the city where the amount of the expenditure for any purpose or contract does not exceed the sum of twenty-five thousand dollars (\$25,000.00) as adopted in the policy and procedure guide to purchasing. The city manager may issue such rules governing procedures for purchasing within the administrative organization as the governing body shall approve.



\* \* \*

**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 9th day of July, 2018.

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Richard Dormier, Mayor

**ATTEST:**

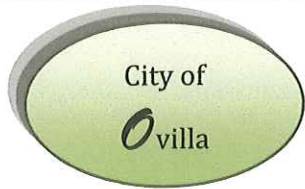
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Pamela Woodall, City Secretary

**APPROVED AS TO FORM:**

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Ron G. MacFarlane, Jr., City Attorney



## AGENDA ITEM REPORT

### Item 5

Meeting Date: July 09, 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. Draft RFP

#### Agenda Item / Topic:

ITEM 5. **DISCUSSION/ACTION** – Discuss and consider a Request for Proposals (RFP) and direct staff to solicit proposals for solid waste services.

#### Discussion / Justification:

The solid waste collection contract between the City and Waste Connections expires December 1, 2018. Staff has prepared an RFP for Council review and consideration to move forward with the process to solicit for proposals.

#### Staff Recommendations

Staff recommends approval to move forward.

#### Sample Motion(s):

I move that Council approve/deny staff to solicit Proposals for solid waste services.

**REQUEST FOR PROPOSALS**

**CITY OF OVILLA, TEXAS**



**REQUEST FOR PROPOSALS**

**SOLID WASTE COLLECTION & DISPOSAL**

**RECYCLABLE MATERIALS COLLECTIONS & PROCESSING**

**HOUSEHOLD HAZARDOUS WASTE DAY**

**July 2018**

## REQUEST FOR PROPOSALS

# NOTICE TO VENDORS



The **CITY OF OVILLA**, Dallas and Ellis Counties, Texas will receive sealed proposals in the office of the City Secretary for the City of Ovilla, 105 S. Cockrell Hill Rd Ovilla, Texas until **Friday, July 27, 2018, 2:00 p.m.** in addition, at that time each will be opened for the following:

### **SOLID WASTE COLLECTION AND DISPOSAL OF RESIDENTIAL, COMMERCIAL AND RECYCLABLE MATERIALS COLLECTION & PROCESSING**

#### **MARK ENVELOPE: "SOLID WASTE COLLECTION/DISPOSAL & RECYCLING"**

A PRE-BID CONFERENCE WILL BE CONDUCTED ON **Friday, July 20, 2018, 1:00 P.M.** IN THE COUNCIL CHAMBER ROOM, OVILLA CITY HALL, 105 S. COCKRELL HILL RD., OVILLA, TEXAS. ONLY THE SERVICES LISTED IN THIS INVITATION TO BID AND INCLUDED IN ADDENDUMS WILL BE CONSIDERED.

This request to be proposed is for solid waste collection and disposal, recyclable materials collection and processing, and six alternates. It is the intent of the proposal to determine the lowest possible cost without regard to administrative fees and/or billing fees. All administrative and/or billing fees will be determined by the City and added to the prices provided by Contractor. The City, for purposes of determining best value for the City, has opened up this request for proposals to the Contractor with the opportunity to bid solid waste services in several ways: the Base Bid; Alternate 1 using CNG Trucks, Alternate 2, Household Hazardous Waste, (including tires); Alternate 3 E-Waste and; Alternate 4, Shredding, Alternate 5 Compost, and Alternate 6 Extra bulky waste pick up.

The selected Contractor will be awarded the Contract through an ordinance of the City approving and adopting the Contract Documents, providing for its enforcement and penalties as provided by law. The defined terms appearing in the General Specifications apply to all Contract Documents. Bids must be made upon forms furnished. Five (5) copies of Bids must be delivered on or before until **Friday, July 20, 2018, 1:00 P.M.** The envelope containing the Bid must be sealed and plainly marked "SOLID WASTE COLLECTION/DISPOSAL & RECYCLING."

Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions.

All questions related to this Bid information and specifications should be directed to Pamela Woodall, City Secretary, at 972-617-7262

The City Council of the City of Ovilla, Texas reserves the right to accept or reject any bids, any part thereof, or any combination of bids and to waive any or all formalities in any Bid, and to make an award in any manner, consistent with law, deemed in the best interests of the City.

Conflicts of interest in purchasing are controlled by Section 171 of the Local Government Code.

"The City of Ovilla is an equal opportunity agency. All Contractors, subcontractors, vendors, suppliers, and providers of services, activities, and programs for the City must adhere to the Federal regulations of Section 504 of the Rehabilitation Act and the American with Disabilities Act (ADA)."



## REQUEST FOR PROPOSALS

### CALENDAR OF EVENTS

#### SOLID WASTE COLLECTION REQUEST FOR PROPOSAL PROCESS

Thursday, July 12, 2018	1 <sup>st</sup> Public Notice accepting bids and date they will be publicly opened.
Thursday, July 12, 2018	Deliver Request for Proposals to Vendors and post on the Website
Thursday, July 19, 2018	2 <sup>nd</sup> Public Notice
Friday, July 20, 2018	Pre Bid Conference will be held at 1:00 p.m. at 105 S. Cockrell Hill Rd, Council Chambers, to discuss bid and requirements.
Friday, July 27, 2018	Sealed Proposals due from Vendors at 2:00 p.m. Publicly open sealed bids at 2:15 p.m. in Council Chamber Room.
July 27 – August 1, 2018	Complete analysis of RFP's received. Bids are tabulated.
Thursday, August 2, 2018	Update Council to discuss apparent low bid and receive recommendation.
August 3 – 9, 2018	Negotiate contract with selected vendor for Council consideration.
Monday, August 13, 2018	City Council consideration of award of contract with selected vendor.
September 2018	Begin aggressive communication with citizens regarding changes in garbage collection (i.e. new collection days, change in service etc.).
<b>December 1, 2018</b>	<b>New contract begins.</b>

# REQUEST FOR PROPOSALS

## SECTION I: INSTRUCTIONS TO CONTRACTORS

### 1. BACKGROUND

The City of Ovilla "City" seeks proposals from qualified firms interested in providing municipal solid waste services to include refuse collection, disposal and recycling. Services shall be provided at various City locations according to Ovilla performance standards. Additional options are included for one household hazardous waste and E-Waste pick-up day annually, document shredding, composting vegetative waste and extra residential bulky waste pick up.

Selection shall be made based on the proposal(s) deemed as most advantageous to the City, as determined by the City based on evaluation of proposal requirements. This solicitation process is governed by law and rules pertaining to "discretionary contracts: to preserve public health, safety, and welfare. It is not a statutory competitive bid solicitation. The City reserves the right not to award the contract, or to amend or negotiate terms of the contract after reviewing proposals that have been submitted at any time while proposals are pending. Contractors interested in performing these services must submit a proposal in accordance with the following minimum requirements contained in this document.

### 2. SCOPE OF WORK

#### A. Residential Service

Solid Waste services provided by the Contractor shall be equivalent to service levels currently provided. Note: In addition to the Base Bid, the Contractor may propose other optional services or enhancements to the scope of services. Cost of all services and disposal are the responsibility of the Contractor and are to be included in the Contractor's price. The Contractor shall provide, in a good and competent manner, the services called for and described herein which shall consist of all supervision, equipment, labor, materials, and all other items necessary to provide the City with complete refuse collection, removal and disposal. The City currently has approximately 1500 residential customer accounts billed and collected by the City, and approximately 15 commercial accounts billed and collected by the Contractor. The residential waste is currently collected once a week including 4 ft. lengths brush pick up, and twice a month bulky item and brush pick up. The commercial waste is collected as required by the customer.

The following information is provided to answer questions about the City of Ovilla's existing solid waste contract:

- Attachment A: Current Performance Standards – Section II

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

#### B. City Service

The City seeks to include in the proposal, services to the City. The Contractor shall provide these services to the City at no charge.

- Suitable containers at the City's choice: 8-yard dumpster at City Hall with weekly pick up service and a 30 or 40-yard dumpster at City Hall to be emptied up to 15 times per year, both at no charge.
- Contractor shall provide services for the annual Citywide clean-up campaign and Heritage Day including (8) 40-yard open top containers for deposit of trees and any refuse and (3) rear loaded packer-type disposal trucks to be used to haul refuse up on cleanup day. This will be at no charge to the City. The site and time will be at the City's choice.

## REQUEST FOR PROPOSALS

### **C. Collection Procedures and Schedules.** Refer to Attachment A: Current Performance Standards

The Contractor shall perform collection service no earlier than 7:00 a.m. on the scheduled collection day.

### **D. Texas, Governmental Fees and Charges and Compliance.**

The Contractor shall agree to pay all applicable Local, State and Federal taxes, as well as applicable tonnage charges and regulatory fees during the life of this contract.

The Contractor shall follow all applicable Local, State, and Federal laws and regulations pertaining to the provision of the services detailed herein, including but not limited to those related to safety.

### **E. Recycling Service**

The recycling shall be collected every other week. **The Contractor price for recycling shall be included as a separate line item in the proposed base bid.**

### **F. Recycling Processing Site.**

All recyclable materials for the recycling program shall be recycled and not disposed in a landfill. Contractor's failure to abide by obligations of the Recycling Program by disposing of recyclable at a landfill or co-mingling with solid waste collections shall constitute a material breach of contract. In such case, the City may at its discretion terminate this contract, there being no cure for lost recycling opportunities. The Contractor shall notify the City of the recycling location where recyclables will be unloaded and processed. The City reserves the right to approve Contractors recycling site.

The Contractor shall be responsible for transporting the recyclable materials to a processing site and must have established buyers or markets for the recyclables. The Contractor shall be required to identify the buyers of the recyclables upon request by the City. Recyclable materials collected for the purpose of recycling may not be deposited in any landfill. To the fullest extent possible, recycling materials should be protected against contaminants that require disposal at the landfill. The Contractor shall be totally responsible for the processing and marketing of all Recyclable materials collected pursuant to the Contract.

**MATERIALS:** The following materials shall be included in the recycling program:

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

### **G. Household Hazardous Waste (as defined by OSHA) Collection Day:**

Contractor's employees shall have completed HAZWOPER training as certified under Osha.

1. Collections of:
  - a. Paint products, chemicals,
  - b. Rubber, Tires, motor oils
  - c. Automotive and household batteries
  - d. Metal products

### **H. E-Waste**

1. Collections of:

## REQUEST FOR PROPOSALS

- a. Computer equipment, technical equipment, phones, radios, CD players, VCR players, televisions, Plasma LCD, Printers, Scanners, Copiers, etc.

### 3. PRE-BID CONFERENCE

A Pre-Bid Conference will be held in the Council Chambers at 105 S. Cockrell Hill Rd, Ovilla, TX 75154 at **1:00 p.m. on Friday, July 20, 2018**. Only the services listed in this Request for Proposals and included in addendums will be considered. Respondents are encouraged to prepare and submit their questions in writing in advance of the conference. City's response to these questions may be distributed at the conference. Attendance is optional, but strongly encouraged. Any oral responses provided by City staff at the conference shall be considered preliminary and any written responses given shall be considered an official response. Any oral responses given that are not subsequently confirmed in writing shall not be official or binding on the City. Only written responses shall be official, all other forms of communication with any officer, employee or agent of the City shall not be binding on the City.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing services listed herein and respond completely. Failure to complete and provide any of the proposal requirements may result in the respondent's proposal being deemed incomplete and therefore disqualified from consideration.

### 4. PREPARATION OF THE BID

All Proposals must be prepared and signed by the Contractor in the form attached hereto. **THE PROPOSAL MUST BE RETURNED IN ITS ENTIRETY WITH EACH PAGE INITIALED BY THE CONTRACTOR.** All blank spaces in each Form together with appropriate schedules must be fully completed in ink or typewritten. If a unit price or a lump sum already entered by the Contractor on the Bid Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the Contractor in ink.

The amount to be proposed is for a BASE BID with 6 alternates and a 6-month bid bond (\$25,000). It is the intent of the City to determine the lowest possible cost without regard to administrative billing fees. All administrative fees and/or billing fees will be determined by the City and added to the bid provided by Contractor. One rate will be then established for the Customer, which includes the and Administrative Fees and/or Billing Fees.

Five (5) copies of the Bid, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Contractor, his address, and plainly marked "Solid Waste Collection/Disposal and Recycling". If forwarding by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified in the Bid. The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Bids.

Any Bid may be withdrawn prior to the scheduled time for the opening of Bids or authorized postponement thereof. **Any Bid received after the time and date specified above shall not be considered.**

### 5. EVIDENCE OF INSURANCE

The Contractor will indemnify, save and hold harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees arising out of a willful or negligent act or omission of the Contractor in the performance of the Contract. The City will not be responsible for the negligence of Contractor, or any of its agents, servants, representatives, employees, or subcontractors.

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, his agents, servants, representatives, employees, or subcontractors. The cost



## REQUEST FOR PROPOSALS

of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

### Minimum Limits of Insurance:

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

### **6. FAILURE TO ENTER INTO THE CONTRACT**

The Contract shall be deemed as having been awarded when formal notice of award is deposited in the U.S. Mail by the City to the Contractor via certified mail, return receipt requested.

The Contractor to whom the Contract is awarded will be required to execute two (2) copies of the Contract and furnish the required insurance certificates. In case of the Contractor's refusal or failure to do so within twenty (20) days after receipt of formal notice of award, the Contractor will be considered to have abandoned all his rights and interests in the award, the Contractor's bid may be declared forfeited to the City, and the award may then be made to the next best qualified Contractor or the work re-advertised for Bids as the City may elect.

### **7. CONDITIONS**

Each Contractor shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the General Specifications.

It is also expected that the Contractor will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to become familiar with existing conditions, shall in no way relieve the Contractor of any obligations with respect to its Bid or to the Contract.

Except with respect to events or conditions, which are not discoverable, the Contractor shall make his own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions, he may encounter or create, without extra cost to the City.

The Contractor's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the

## REQUEST FOR PROPOSALS

Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

### **8. ADDENDA AND EXPLANATIONS**

Explanations desired by a prospective Contractor shall be requested of the City in writing, via facsimile and/or regular mail, and if explanations are necessary, a reply shall be made in the form of an Addendum, via facsimile and regular mail. A copy of this Addendum will be forwarded to each Contractor. Every request for such explanation shall be in writing addressed to Pamela Woodall. Any verbal statements regarding same by any person, previous to the award, shall be non-authoritative and not binding.

Addenda issued to prospective Contractors prior to date of receipt of Bids shall become a part of the Contract Documents, and all Bids shall include the work described in the Addendum.

Any and all interpretations and/or supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed by certified mail, return receipt requested, to all prospective Contractors (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of Bids.

### **9. NAME, ADDRESS, AND LEGAL STATUS OF THE CONTRACTOR**

The Bid must be properly signed in ink and the address of the Contractor given. The legal status of the Contractor, whether corporation, partnership, or individual, shall also be stated in the Bid. A corporation shall execute the Bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the State in which it is incorporated. A partnership Contractor shall give full names and addresses of all partners. Partnerships and individual Contractors will be required to state in the bid the names of all persons interested therein.

The place of residence of each Contractor, or the office address in the case of a firm or company, with county and state and telephone number, must be provided with each Contractor's signature.

If the Contractor is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Bid.

### **10. COMPETENCY OF CONTRACTOR**

The opening and reading of the Bid shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor.

### **11. QUALIFICATIONS OF CONTRACTOR**

In the event that the City shall require additional certified supporting data regarding the qualifications of the Contractor in order to determine whether it is a qualified, responsible Contractor, the Contractor may be required to furnish any or all information as requested.

### **12. DISQUALIFICATION OF CONTRACTORS**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of its Bid:

- (a) Evidence of collusion among Contractors.
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements, or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship.
- (d) Default on a previous City contract for failure to perform.

## REQUEST FOR PROPOSALS

### 13. BASIS OF THE RFP

Proposals with respect to solid waste collection and disposal and recyclable materials collection and processing are solicited on the basis of rates for each type of collection work and for each residential and commercial unit per month. Bids will be compared on the basis of the summation of the rates proposed.

### 14. QUANTITIES

The current quantities for the number of residential, commercial, and industrial units are strictly estimates. It is the responsibility of the Contractor to survey the City for use in preparing the bid. The Contractor may wish to utilize its own or other estimates and to provide for growth or shrinkage factors.

### 15. METHOD OF AWARD

The City reserves the right to accept any Bid or to reject any or all Bids, and to waive defects or irregularities in any Bid. In particular, any alteration, erasure or interlineations of the Contract Documents or of the Bid shall render the accompanying bid non-conforming and subject to (but not requiring) rejection by the City. The City intends the Contract be awarded within ninety-days (90) following the date Bids are publicly opened and read. The award of the Contract, if at all, will be based on the City's sole determination of the service and contractor which will provide the best value to the City.

### 16. DISPOSAL SITE

Once selected, the Contractor is responsible for the legal disposal of non-recyclable waste at a state approved facility. The Contractor shall pay all state fees imposed by the Texas Health and Safety Code related to disposals.

### 17. COMPLIANCE WITH LAWS

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

### 18. DISCRIMINATION PROHIBITED

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

### 19. CURBSIDE RECYCLING CONTAINERS

The Contractor will provide to each Residential Unit a closed 95 gal container for Recyclable Materials. Such container shall be a standard recycling bin marked with distinguished characteristics. Each container shall be of a type that is accepted by other municipalities with recycling experience.

### 20. REMUNERATION

Contractor shall quote a rate for service per household per month. The City shall bill the Residential Units, and shall pay the Contractor based on the set rate received on a monthly basis. Contractor shall be entitled to payment for all services rendered.

Contractor shall quote rates for commercial service in compliance with the rates set forth in the contract. Contractor shall bill commercial customers directly.

## REQUEST FOR PROPOSALS

Base rate adjustments will be considered by the City no more than once per year, during the month of May, throughout the life of the contract. Contractor must receive approval from the City Council, after public hearing, in order to increase the base rates, which approval shall not be unreasonably withheld. Such increase must reflect the change, if any that has occurred in the said CPI-U since the base year 2018.

Contractor may petition the City Council from time to time for adjustments to reimburse the Contractor for the reasonable costs to Contractor of any capital and/or operating expenditures including taxes, fees, and surcharges required or imposed solely by federal or state law, regulation, rule, permit, or permit condition, that was not imposed because of the action or inaction of the Contractor. The City Council has the right to accept or reject any such petitions.

### **21     EVALUATION CRITERIA**

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. The selection committee may select all or some or none of the Respondents for interviews. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria, or other criteria to be determined by the selection committee. The City may request additional information from the respondents at any time prior to the final approval of a selected respondent. The City reserves the right to select one, or more, or none of the respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Ovilla City Council. The criteria to be evaluated may include the following items listed below.

- A. Experience, Background, Qualifications (25%)
- B. Proposed Plan for Service delivery (20%)
- C. Evaluation of Proposed Pricing Schedule (50%)
- D. Location of the Business (5%)

The respondent selected to provide service may be required to submit their final proposal to the Council at the City Council meeting.

### **22.     TERM**

The term of this contract shall be five (5) years, with two (2) one-year renewal options pending agreement of both parties. Should either the City or Contractor elect not to renew and extend the contract for an additional five year period, notice must be given to the other party in writing not less than 180 days prior to the expiration of the Contract.



## REQUEST FOR PROPOSALS

### **SECTION II: WASTE SERVICES CONTRACT GENERAL SPECIFICATIONS & PERFORMANCE STANDARDS**

#### **1.00. DEFINITIONS**

- 1.01** Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds.
- 1.02** Bin (Commercial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units.
- 1.03** Bin (Residential Recycling): See Recycling Container.
- 1.04** Brush: Plants or grass clippings, leaves or tree trimmings.
- 1.05** Bulky Waste: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, and weights more than 50 lbs., and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers.
- 1.06** Bundle: Trees, shrub, and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four-ft. in length or 50 lbs. in weight.
- 1.07** City: The City of Ovilla, Texas
- 1.08** CNG: Compressed Natural Gas
- 1.09** Commercial Refuse: All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial Unit.
- 1.10** Commercial Unit: All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City, not a Residential Unit.
- 1.11** Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of refuse per week.
- 1.12** Compost: Composting is the transformation of organic material (plant matter) through decomposition into a soil-like material called compost. Invertebrates (insects and earthworms), and microorganisms (bacteria and fungi) help in transforming the material into compost. Composting is a natural form of recycling, which continually occurs in nature.
- 1.13** Construction Debris: Waste building materials resulting from construction, remodeling, repair, or demolition operations
- 1.14** Container: A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 50 lbs.
- 1.15** Contract Documents: The Request for Proposals, Instruction to Contractors, Contractor's Bid, General Specifications, and any addenda or changes to the foregoing document agreed to by the City and Contractor, and Contract signed by Contractor and City.

## REQUEST FOR PROPOSALS

- 1.16** Contractor: Such person, corporation, or partnership designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.
- 1.17** Curbside: That portion of right-of-way adjacent to paved or traveled city roadways (including alleys). The curbside is as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.
- 1.18** Customer: An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.
- 1.19** Dead animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.
- 1.20** Disposal site: A refuse depository, including but not limited to sanitary landfill, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licensed, permits or approvals to receive for processing or final disposal of refuse.
- 1.21** E-Waste: consumer and business electronic equipment that is near or at the end of its useful life.
- 1.22** Garbage: Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter/ that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
- 1.23** Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated there under or applicable state law concerning the regulation of hazardous or toxic wastes. Waste in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or any appropriate state agency by or pursuant to Federal or State Law. For purpose of this contract, the term hazardous waste shall also include motor oil, gasoline, paint, paint cans, tires, pesticides & fertilizers and metal goods.
- 1.24** Landfill (Sanitary): A Texas Class I landfill, or any other alternate, duly permitted sanitary landfill as selected and approved for use by the Municipal Solid Waste Company,
- 1.25** Polycart Container: A 95-gal closed lid container designed for the purpose of curbside collection of residentialgarbage.
- 1.26** Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.
- 1.27** Recyclable Materials: Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers, aluminum cans, metal (tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.
- 1.28** Recycling Container: A 95-gal closed lid container designed for the purpose of curbside collection of recycling commodities.

## REQUEST FOR PROPOSALS

- 1.29** Refuse: Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.
- 1.30** Residential Garbage: All Garbage and Rubbish generated by a Customer at a Residential Unit.
- 1.31** Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.32** Rubbish: Nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials not included in the definition of Bulky Waste, Construction Debris, Garbage, Hazardous Waste, or Stable Matter.
- 1.33** Solid Waste: All non-hazardous as defined by CERCLA (Comprehensive Environmental Response, Compensation and Liability Act) and other applicable laws) and solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.
- 1.34** Shredding Collection and Processing: Secure document destruction.
- 1.35** Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 1.36** Unusual accumulated: (a) For residences, each regular collection more-than ten (10) containers of garbage, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business and (c) materials judged by the Sanitarian to be hazardous such as oil, acid, or caustic materials.

## **2.00** TYPES OF COLLECTION

- 2.01** Residential Collection: At the premises of residential accounts held by the City and served by the Contractor, collection shall occur as follows:
- A minimum of once weekly solid waste collection; and
  - Every other week bulky items and brush collection; and
  - Every other week recycling collection

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

- 2.02** Commercial Accounts: Contractor shall collect and remove solid waste from the premises of commercial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be once a week or more to maintain premises free of accumulation of waste. Collection may be in bags or container as so designated by customer. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening.

## REQUEST FOR PROPOSALS

- 2.03** Brush/Bulk Waste Collection: In addition, the Contractor shall provide a special collection service for unbundled brush/bulky wastes every other week to all residential customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush and Bulky Waste.
- 2.04** Residential Recycling Collection: In addition, the Contractor shall provide a special collection service for Recycled wastes every other week to all residential customers, unless otherwise specified. Contractor agrees to collect such recyclable materials in SECTION 1, "F" titled "MATERIALS".
- 2.05** Unusual Accumulations Collection: The Contractor may charge for the collection of unusual accumulations, as provided in the then current City Ordinances.
- 2.06** Shredding Collection & Processing: Contractor shall provide secure document destruction to City and residential customers on annual cleanup day.

### **3.00. COLLECTION OPERATION**

- 3.01** Hours of Operation: Collection of solid waste shall begin no earlier than 7:00 o'clock A.M. and shall generally not extend beyond 8:00 o'clock P.M. No collection shall be made on Sunday. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor.
- 3.02** Hours of Disposal: Contractor shall dispose of waste within the operating hours of the disposal site.
- 3.03** Locations for Collection: Each container, bag and bundle must be placed at curbside or alley for collection. See Curbside definition. When construction work is being performed in the right-of-way, containers, bag and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container, bag or bundle not so placed or any residential refuse not in a bag.
- 3.04** Routes of Collection: Collection routes shall be established by the Contractor as approved by the City. Routes shall be determined based on the best interests of the City so that no harm is caused to children, school crossing areas, and other areas where frequent citizen congregation occurs during peak times. The Contractor may from time to time propose changes to the route or days of collection affecting residential units. Upon City approval of the proposed change, the City shall give written or published notice to the affected Residential Units.
- 3.05** Holidays: The following shall be holidays for purposes of this Contract:

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

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

- 3.06** Complaints: All complaints shall be referred directly to the Contractor by the city and shall be given prompt and courteous attention. At a minimum, customer complaint procedure shall provide that the



## REQUEST FOR PROPOSALS

customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints and provide the City, upon request, copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any missed pick-ups of residential refuse will be collected the same business day if notification to the Contractor is provided by 2:00 p.m. but not later than 12:00 p.m. the next business day if notification is provided after 2:00 p.m.

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

Due to street size variations in the City, the Contractor will need to provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.

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

- 3.08** Office: The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.
- 3.09** Point of Contact: All dealings, contacts, etc. between the Contractor and the City shall be directed by the Contractor to the District Manager and by the City to the Mayor or his designee.
- 3.10** Lease Container: The Contractor may lease containers for waste storage to the owner or occupant of the Contractor's commercial customers. In the event any such lease agreement is entered into, the Contractor shall lease the container at a rate approved by the City of Ovilla. Such containers shall be equipped with suitable covers to prevent blowing or scattering of waste and shall be maintained in a sanitary and safe condition. Such containers shall be clearly marked with the Contractor's name and telephone number in letters not less than two inches (2") in height. Such containers shall be maintained in the City approved single color or color scheme.
- 3.11** Disposal: The Contractor shall deliver solid waste collected to the designated landfills. All laws, rules, and regulations governing disposal practices at the Disposal Site shall be strictly observed by the Contractor.
- 3.12** Non-Routine Collection: The Contractor will be required to provide annual Christmas tree collection for recycling purposes two (2) times during a one week period and deliver trees to a recycling center. Once the Contractor has fulfilled this obligation, all Christmas trees will be considered brush.
- 3.13** Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

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### 3.14

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

### 3.15

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

Commercial refuse spillage or excess refuse shall be picked up by the Contractor after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.

## 4.00 LICENSE AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City and the State.

## 5.00 INDEMNITY

The Contractor will indemnify, save and hold harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys fees arising out of a willful or negligent act or omission of the Contractor in the performance of the Contract. The City will not be responsible for the negligence of Contractor, or any of its agents, servants, representatives, employees, or subcontractors.

## 6.00 TERM

The term of this contract shall be five (5) years, with one (2) one-year renewal options pending agreement of both parties. Should either the City or Contractor elect not to renew and extend the contract for an additional five year period, notice must be given to the other party in writing not less than 180 days prior to the expiration of the Contract.

## 7.00 INSURANCE

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

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### Minimum Limits of Insurance:

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

### **8.00** BOND

#### **8.01** Performance Bond

The Contractor will be required to provide a 6-month Bid Bond in the amount of \$25,000.

The Contractor shall procure and furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in an amount equal to \$250,000 for a term of five (5) years.

Premium for the performance bond described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis.

The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

#### **8.02** POWER OF ATTORNEY

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

#### **8.03** SOLE REMEDY

The City's remedy for breach of contract under this Contract or failure to perform shall be to make demand and collect under the terms of the Performance Bond, in addition to any and all other available legal remedies.

### **9.00** TRANSFERABILITY OF AGREEMENT

## REQUEST FOR PROPOSALS

Other than by operation of law, no assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld as long as the assignee meets the same financial stability, safety record, and customer service record as required in the Request for Bid dated July, 2018. In the assignment, the assignee shall assume the liability of the Contractor.

### **10.00 OWNERSHIP**

Title to Refuse and Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer's premises, whichever last occurs.

### **11.0 COMMERCIAL BILLING**

The Contractor will provide billing to and collection from all commercial accounts. The Contractor agrees to pay to City a franchise fee, as established by the City, on or before the last day of each month. This fee will compute to 5% of the gross receipts collected by the CONTRACTOR from commercial solid waste accounts for services rendered under the provisions of contract with City, said fees to be paid monthly. Such fee will be based on the gross amount billed for all services rendered during the preceding month excluding any sales taxes.

### **12.0. REMUNERATION**

#### **12.01 Collection and Disposal Rates:** the collection and disposal rates shall be as follows:

1. For collection of refuse service required to be performed, the charges shall not exceed the rates as fixed by the contract documents, as adjusted in accordance with section 12.0.
2. For special collections provided by the Contractor, the charges are to be negotiated between the Contractor and the City prior to collection.
3. The refuse collection charges shall include all disposal cost.

#### **12.02 Modification to Rates:** The fees which may be charged by the Contractors for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations shall be as follows.

1. As reflected by fluctuations in the Consumer Price Index for Urban Wage Earners (CPI-U) Clerical Workers (all items) and the Expenditure Category "Gasoline" both as published by the U.S. Department of Labor, Bureau of Labor Statistics. The fees shall be increased or decreased for the ensuing twelve-month period in a percentage amount equal to the net percentage change of the All Items Index plus the net percentage change of the Gasoline Index. All percentage changes are to be computed as the difference between the index value for the first full month prior to the commencement of the Contract and the index value of the Rate Modification Date divided by the index value for the first full month prior to the commencement of the Contract.
2. As reflected by change in the Contractor's disposal rate at the landfill. The change in rate will be effective as of the date of change of the disposal charge at the landfill.
3. As reflected by unusual changes in the Contractors cost of operations such as revised laws, ordinances, or regulations; changes in location of disposal sites, an increase number of Residential Units, such as City growth or annexation; and for other reasons.
4. As of the month of May for the first year of the Contract and every 12 months thereafter (the Rate Modification Date).



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5. A thirty-day (30) notice of any and all rate changes shall be given to the City by the Contractor.
6. The City Council shall vote on approval of any and all rate increases, and such approval shall not be unreasonably withheld.

**12.03 Billing Responsibility; Payments:** The City shall be responsible for billing residential and hand collected commercial accounts and collecting payment from customers. The City agrees to remit to the Contractor the contracted amount for each residential unit and hand collected commercial unit in an amount based on the attached rate schedule. The total billing fee will be based upon what is billed by the City, not what is actually collected.

**12.04 Delinquent and Closed Accounts:** The Contractor shall discontinue refuse collections service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Refuse Collection on the next regular scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits damages, liabilities or expense (including but not limited to expenses of investigation an attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City. The Contractor shall have the right to discontinue refuse collection service at any Commercial Unit delinquent in its payments.

**12.05 Contractors Billings to City:** The Contractor shall bill the City for service rendered within ten (10) days following the end of the month and the City shall pay the Contractor on or before the (30) day following the end of the month. Such billing and payment shall be based on the price rates and schedules set forth in the contract document. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from its customers for such service.

**12.06** Contractor shall quote a rate for service per household per month. The City shall bill the Residential Units, and shall pay the Contractor based on the revenues received on a monthly basis. Contractor shall be entitled to payment for all services rendered.

**12.07** Contractor shall quote rates for commercial services in compliance with the rates set forth in the contract. Contractor shall bill commercial customers directly.

**12.08** Base rate adjustments and any capital and/or operating expenditures including taxes, fees, and surcharges required or imposed solely by federal or state law, regulations, rule, permit or permit condition that was not imposed because of the action or inaction of the Contractor will be considered by the City no more than once per year, during the month of May, throughout the life of the contract. Contractor must receive approval from the City Council, after public hearing, in order to increase the base rates, which approval shall not be unreasonably withheld. The City reserves the right to accept or reject any such petitions

### **13.00 BOOKS AND RECORDS**

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

### **14.00 TERMINATION FOR CAUSE**

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, City shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a thirty-day (30)

## REQUEST FOR PROPOSALS

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

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

### **15.00 NOTICES**

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

If to the City, at:

105 S. Cockrell Hill Rd.  
Ovilla, Texas 75154  
ATTN: City Manager and/or  
City Secretary

If to the Contractor at:

\_\_\_\_\_  
\_\_\_\_\_  
ATTN: \_\_\_\_\_  
(TITLE)

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

### **16.00 FORCE MAJEURE**

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

### **17.00 SEVERABILITY**

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

### **18.00 GOVERNING LAW AND VENUE**

This contract shall be construed and enforced in conformance with the laws of the State of Texas. Venue for any actions arising from or related to this contract shall be Ellis County, Texas.

### **19.00 COMPLIANCE WITH LAWS**

## REQUEST FOR PROPOSALS

This Contractor shall conduct operation under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject.

**20.00 Effective Date**

This contract shall be effective upon the execution of the contract and performance of such contract shall begin on **December 1, 2018**.

# REQUEST FOR PROPOSALS

## ATTACHMENT A PERFORMANCE STANDARDS for CITY OF OVILLA, TEXAS EFFECTIVE DECEMBER 1, 2018

- I. Residential and Commercial Hand Collection
- A. Schedule: Once Weekly.
  - B. Hours of Operation: 7:00 a.m. – 8:00 p.m.
  - C. Placement: Curbside or alley
  - D. Approved Containers:
    - 1) Reusable trash receptacles no more than 33 gallons and do not exceed 50 lbs on weight. Non re-useable containers, plastic trash bags.
    - 2) Polycart Recycling Containers, 95 gallons in capacity, maximum weight 175 pounds. All recyclables must fit inside the polycart with the lid closed; nothing outside the polycart will be collected with the regularly scheduled every other week pick up.
  - E. Spillage: Any spillage caused by Contractor will be picked up immediately. Spillage caused by others or by inadequate containers will be the producer's responsibility.
  - F. Brush and Bulky Item Collection:
    - 1) CONTRACTOR will make weekly, 4-ft lengths tied & bundled brush collection available to Ovilla residents on a scheduled basis.
  - G. Loose brush and bulky items pick up will be made available to residents at a limit of 4 cubic yards per collection on a biweekly scheduled basis. Larger items pick up will be made available to residents at the rate negotiated between the Contractor and the customer.
- II. **Commercial Container Collection**
- A. Container Size Available: 2 cu. yd., 3 cu. yd., 4 cu. yd., 6 cu. yd., 30 cu. yd.
  - B. Schedules Available: Up to two times weekly.
  - C. Hours of Operation: 7:00 a.m. – to completion in non-residential areas.
  - D. New Service: A listing will be maintained in the yellow pages. Requests for new service will be filled within five (5) working days.
  - E. Extra Collections: If notified by 10:00 a.m. on service day, extra pick up will be performed that day. After 10:00 a.m., an attempt will be to make the pickup that day. If unable, it will be made the following service day. There is a charge for extra pick-ups and refills. Extra service called in Mon & Tues will be completed on Wednesday. Extra service called in on Thursday & Friday, will be collected on Saturday.
  - F. Container Maintenance: Containers that have been damaged will be exchanged or repaired by the contractor.
  - G. Odor and Insect Control: The customer will be responsible for odor and insect control in and around containers.
  - H. Non-Payment: Customers will be notified in writing when thirty (30) days past due. If unpaid after forty-five (45) days, customer will be notified in writing that service is being suspended until account is paid in full. A copy will be sent to the Finance Department and City Code Enforcement.
- III. **General**
- A. Office Hours: 8:00 a.m. – 5:00 p.m. Monday – Friday.
  - B. Holidays: New Years, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas. Scheduled pick up services for these days may be omitted by Contractor; however, refuse collection service at residential units will be performed no less than once per week.



**REQUEST FOR PROPOSALS**  
**SECTION III:**  
**CONTRACTOR'S PROPOSAL FOR**  
**SOLID WASTE COLLECTION/DISPOSAL &**  
**RECYCLABLE MATERIALS COLLECTION & PROCESSING**

The proposed amount is for a Base Bid including options A,B & C and seven (7) alternates. It is the intent of the proposal to determine the lowest possible cost without regard to administrative fees and/or billing fees. All administrative and/or billing fees will be determined by the City and added to the provided by Contractor. The City, for purposes of determining best value, has opened up this request for proposals to the Contractor with the opportunity to bid solid waste services and recycling, plus 6 alternate options.

It is the intent of the City of Ovilla to award a solid waste collection and recycling disposal contract to Contractor for residential and commercial customers. The successful vendor must be able and willing to perform essential services and must also be able to perform any of the listed services in the alternate bid items.

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal and Residential Recyclable Materials Collection & Processing for the City of Ovilla, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

**BASE BID & ALTERNATES (Residential and commercial):** Please complete the following based on Contractors Solid Waste Collection and Disposal and Residential Recyclable Materials Collection & Processing

Contractor's Experience: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor's Background: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor's Qualifications: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR'S PROPOSED PLAN FOR SERVICE DELIVERY:**

On a separate sheet labeled "Contractor's Proposed Plan for Service Delivery", please list out any additional information or plans the Contractor proposed for service delivery to the City of Ovilla, including a disposal site and pick-up plan.

## REQUEST FOR PROPOSALS

### PROPOSAL CONTINUED

#### Contractor's Proposed Pricing Schedule:

**INCLUDE LANDFILL FEES IN BID AMOUNT.**

**PER UNIT PER MONTH**

#### **BASE BID:**

- A. **Residential Solid Waste Collection**  
Once a Week Collection (Diesel Transportation, hauling, disposal costs) \$ \_\_\_\_\_
- B. **Residential Recycling Collection**  
Every other week recycling collection  
Bulky pick up once a month \$ \_\_\_\_\_
- C. **Solid Waste Removal Service** \$ NO CHARGE  
City facilities as listed in **Exhibit A, page 27**  
(This price is for the cost difference to take to compost facility  
& return with 45 cubic yards of compost.)

**TOTAL RESIDENTIAL BASE BID:** \$ \_\_\_\_\_

#### **ALTERNATE 1:**

- A. **CNG Trucks (refuse only)** \$ \_\_\_\_\_

#### **ALTERNATE 2:**

- A: **Automated Residential Solid Waste Collection (refuse only)**  
Polycart Containers, 95 gallons in capacity \$ \_\_\_\_\_

#### **ALTERNATE 3 (on annual clean up day)**

- A. **Household Hazardous Waste Collection & Processing**
- a. **Paint Products**
  - b. **Chemicals**
  - c. **Tires**
  - d. **Automotive & household batteries**
- \$ \_\_\_\_\_

#### **ALTERNATE 4: (on annual clean up day)**

- A. **E-Waste Collection & Processing**
- a. **Computers & technical equipment**
  - b. **Televisions, radios, CD players, VCR players, telephones**
- \$ \_\_\_\_\_

#### **ALTERNATE 5: (on annual clean up day)**

- A. **Shredding Collection & Processing** \$ \_\_\_\_\_

#### **ALTERNATE 6: (on annual clean up day)**

- A. **Compost: 180 yards collection (6 roll-offs) of vegetation with  
25% (45 yards) volume return from a compost facility.**  
**Note: The cost of 6 roll-offs and delivery to landfill included.** \$ \_\_\_\_\_

#### **ALTERNATE 7:**

- A. **Extra 4 cubic yards bulky waste pick up twice a month  
instead of once a month.** \$ \_\_\_\_\_

## REQUEST FOR PROPOSALS

### COMMERCIAL HAND COLLECT ACCOUNTS:

(95 gallon closed lid containers)

Commercial Hand Collection - Once Per Week

\$ \_\_\_\_\_

### COMMERCIAL RATE SCHEDULE

Size/Pick up	<u>1xWeek</u>	<u>Extra</u>
2 Cu Yd		
3 Cu Yd		
4 Cu Yd		
6 Cu Yd		
8 Cu Yd		
10 Cu Yd		

### Commercial Roll Off Accounts

#### ROLL OFF CONTAINERS: (Including Disposal Costs)

20 Cubic Yard Per Haul	\$ _____
30 Cubic Yard Per Haul	\$ _____
40 Cubic Yard Per Haul	\$ _____
Other	\$ _____
Delivery and Exchange	\$ _____
Daily Container Rental	\$ _____

#### COMPACTORS: (Including Disposal Costs)

30 Cubic Yard Compactor Haul Charge	\$ _____
35 Cubic Yard Compactor Haul Charge	\$ _____
42 Cubic Yard Compactor Haul Charge	\$ _____
Other	\$ _____

#### Other Services: (Including Disposal Costs)

Other	\$ _____
-------	----------

### LEASED EQUIPMENT RATES:

On a separate sheet labeled "Leased Equipment Rates – Exhibit B", please list out all equipment that the Contractor expects to make available to Ovilla customers and the lease price for each piece.

### EMERGENCY RESPONSE SUPPLEMENTAL BULKY BRUSH COLLECTION:

On a separate sheet labeled "Emergency Response Supplemental Bulky Brush Collection – Exhibit C", please provide to City a quote on a per ten (10) cubic yard basis for emergency or disaster response related bulky brush pick up events.

### LOCATION OF BUSINESS AND DISPOSAL SITES:

On a separate sheet labeled "Location of Business – Exhibit D", please provide to City a detail of where your main business is located and from what location will the trucks be dispatched for collections in the City of Ovilla. Also, please detail where the Solid Waste Disposal sites and Recyclable Processing Site is located.

## REQUEST FOR PROPOSALS

THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE CITY OF OVILLA, TEXAS FOR SOLID WASTE COLLECTION AND DISPOSAL, AND RECYCLABLE MATERIALS COLLECTION & PROCESSING BY:

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ ZIP \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PLEASE PRINT OR TYPE AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

## REQUEST FOR PROPOSALS

### EXHIBIT A

#### Free City Services

<u>LOCATION/EVENT NAME-</u>	<u>NUMBER</u>	<u>NOTES</u>
ANNUAL CLEAN UP (ONE DAY)	6	Contractor will need to deliver roll-offs the morning of the event and empty when full and then collect after event.
	2	Contractor will need to provide rear loaded packer-type disposal truck.
CHRISTMAS TREE RECYCLING	1	Contractor will need to service roll off daily for one week.
HERITAGE DAY CELEBRATION	12	Contractor will need to deliver suitable containers one day prior to Heritage Day and collect them the first business day after Heritage Day.
CITY HALL	1 X 30 YD Open top	Up to 15 times per year
CITY HALL	1 X 6 yard Rear Load	Serviced 1 X per week



# REQUEST FOR PROPOSALS

## EXHIBIT B

### LEASED EQUIPMENT RATES:

**REQUEST FOR PROPOSALS**

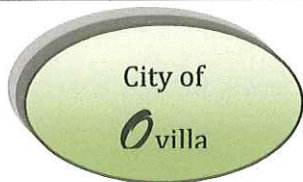
**EXHIBIT C**

**EMERGENCY RESPONSE SUPPLEMENTAL BULKY BRUSH COLLECTION:**

# REQUEST FOR PROPOSALS

## EXHIBIT D

### LOCATION OF BUSINESS AND DISPOSAL SITES:



# Ovilla City Council

## AGENDA ITEM REPORT

### Item 6

Meeting Date: July 09, 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. Application

**ITEM 6.** *DISCUSSION/ACTION* – Consideration of and action on a volunteer board appointment to serve a term on the Board of Adjustment.

#### Discussion / Justification:

##### Chapter 14, Section 45.2 TERMS OF OFFICE

A. Terms. Each member shall serve a term of office of two years. After the expiration of a two year term of office, a member shall serve until a successor is appointed. The terms of three of the members shall expire on the first Monday in June of each odd-numbered year, and the terms of two of the members shall expire on the first Monday in June of each even-numbered year.

B. Places. The members of the Board shall be identified by place numbers one through five. The odd-numbered places shall expire in the odd-numbered years; the even-numbered places shall expire in the even-numbered years. (There are two alternate positions, Places 6 & 7)

During the May 14, 2018 Council Meeting, BOA Places 2 (Molina) and 4 (Cawley) were reappointed, still leaving a vacancy to Place 6. Staff has received an application from an interested Ovilla resident, Patricia Halyard-King, willing to serve a term.

#### Recommendation / Staff Comments:

N/A

#### Sample Motion(s):

I move to appoint Patricia Halyard-King to serve a term as Place 6 on the Board of Adjustment.

RETURN TO CITY SECRETARY'S OFFICE OR EMAIL TO [pwoodall@cityofovilla.org](mailto:pwoodall@cityofovilla.org)

DATE RECEIVED: 6-8-18



This Information is a Public Record  
*Public Service opportunities are offered by the City of Ovilla without regard  
To race, color, national origin, religion, sex or disability.*

**CITY OF OVILLA**  
**BOARDS AND COMMISSIONS**  
**INFORMATION STATEMENT AND APPLICATION**

*The City of Ovilla desires qualified, interested citizens to serve on city boards and/or commissions. We appreciate your interest in Ovilla's current needs and future. If you believe you meet the requirements and have the allowed time to serve on a board or commission, please complete the following.*

**Board and commission members must meet the required qualifications listed below:**

- ✓ Be a resident of the city for at least 6 months prior to date of appointment;
- ✓ Be a qualified voter at the time of the appointment;
- ✓ Have no criminal record that is considered by the City Council to be so serious that it serves as a disqualification (i.e. felony conviction);
- ✓ Not be an adversary party to pending litigation or claim against the city (except for eminent domain proceedings);
- ✓ Not to be an employee or a business associate of either an adversary party or a representative of an adversary party;
- ✓ Not in arrears on city taxes, water service charges or other obligations owed to the city; and
- ✓ Have a creditable record of attendance and performance in any previous board service.

If you are interested in applying for more than one position, please indicate your top three choices in order of your preference by placing a number in the space to the left of the board/commission/committee for which you are applying (#1 being your 1<sup>st</sup> choice, #3 being your last choice)

<b>BOARDS, COMMISSIONS, COMMITTEES</b>	<b>MEETING INFORMATION</b>
<input checked="" type="checkbox"/> Board of Adjustment	3 <sup>rd</sup> Monday of each month or as necessary – 7:00 PM
<input type="checkbox"/> Economic Development Corporation	3 <sup>rd</sup> Monday of each month or as necessary – 6:00 PM
<input type="checkbox"/> Municipal Development District	As necessary
<input type="checkbox"/> Municipal Services Advisory Committee	As necessary
<input type="checkbox"/> Park Board Advisory Committee	1 <sup>st</sup> Monday of each month or as necessary – 5:00 PM
<input type="checkbox"/> Planning and Zoning Commission	1 <sup>st</sup> Monday of each month or as necessary – 6:00 PM

NAME Patricia Halvard-King  
HOME ADDRESS 103 Bimstock Court  
Ovilla, TX 75154  
HOW LONG HAVE YOU LIVED IN OVILLA? 25 yrs EMAIL XXXXXX@att.net  
HOME TELEPHONE XXXXXX BUSINESS TELEPHONE \_\_\_\_\_  
PROFESSION Retired  
INTERESTS Reading, Exercise, Tennis



1.) DO YOU HAVE EXPERIENCE THAT WOULD QUALIFY YOU FOR SERVING ON A PARTICULAR COMMITTEE?

Finance background  
Business Development

2.) HAVE YOU SERVED AS A MEMBER OF ANY MUNICIPAL BOARD OR COMMISSION IN OVILLA?

NO

3.) HAVE YOU SERVED AS A MEMBER OF ANY MUNICIPAL BOARD OR COMMISSION FOR ANOTHER MUNICIPALITY? NO

If yes to one or both, please list the municipality, committee and dates served:

--------------

4.) PLEASE LIST ANY CIVIC OR COMMUNITY ACTIVITIES IN WHICH YOU MAY HAVE PARTICIPATED.

- ❖ Church related Multiple
- ❖ Tutor for Dallas ISD Reading PGMS
- ❖

5.) DO YOU HAVE ANY RELATIVES THAT ARE CITY EMPLOYEES, MEMBER OF THE CITY COUNCIL OR SERVE ON ANY BOARD? (YES OR (NO)) If yes, please list:

6.) WHAT IS YOUR CURRENT PLACE OF EMPLOYMENT OR BUSINESS AFFILIATION? (Please indicate if you are self-employed, home-maker, retired) Retired

**STATEMENT OF INTENT:** If appointed, I agree to serve on the Board/Commission for which I have applied or to the Board/Commission to which I am needed.

Patricia Hagyard-King  
SIGNATURE

6/8/18  
DATE

Patricia Hagyard-King  
PRINTED NAME OF APPLICANT

\*\*\*\*\*

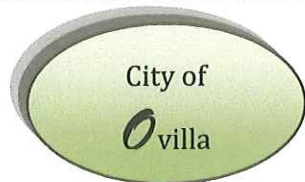


**CITY OF OVILLA OFFICIAL USE ONLY**

DATE APPOINTED \_\_\_\_\_ COMMITTEE APPOINTED TO \_\_\_\_\_

RETURN TO CITY HALL,  
105 SOUTH COCKRELL HILL ROAD,  
OVILLA, TX 75154  
972-617-7262

ATTENTION: Pamela Woodall



# Ovilla City Council

## AGENDA ITEM REPORT

### Item 7

Meeting Date: July 09, 2018

Department: Administration/EDC

☒ 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: Staff

#### Attachments:

1. Application from Mr. Knight

#### Agenda Item / Topic:

**ITEM. 7** ***DISCUSSION/ACTION*** – Consideration of and action on a volunteer board reappointments and/or appointment to serve a term on the Economic Development Corporation (EDC).

#### Discussion / Justification:

Council took no action on the During the May 2018 Council Meeting for the reappointment of EDC members. Staff has received a resignation from Place 4 Director Gary Jones and has been informed that Place 1 Director Scott Surplus will be moving from Ovilla soon. This leaves the EDC with 1 current opening and 1 pending vacancy.

Pursuant to the By-Laws of the Economic Development Corporation, the Board of Directors consists of a seven-member board and states that each member shall be appointed by the City Council for a two-year term. Current terms expiring in June are:

1. Scott Surplus, Place 1 – Moving
2. Greg Huntington, Place 3 – desires reappointment
3. Gary Jones, Place 4 - resigned
4. Michael Myers, Place 5 –
5. Barbara Turner, Place 7 - desires reappointment

Staff received an application from Mr. John Knight who had served several terms on the EDC. A notice is still on the website asking for volunteers to serve.

#### Recommendation / Staff Comments:

#### Sample Motion(s):

I move that Council APPOINT/REAPPOINT:

1. PL3 Greg Huntington
2. PL4 John Knight
3. PL5 Michael Myers
4. PL7 Barbara Turner

to serve a term on the volunteer board of the Economic Development Corporation (EDC).

-And

I move that Council direct staff to solicit for new applicants for consideration of an EDC appointment.





1.) DO YOU HAVE EXPERIENCE THAT WOULD QUALIFY YOU FOR SERVING ON A PARTICULAR COMMITTEE?

Was on EDC from 2008-2016

2.) HAVE YOU SERVED AS A MEMBER OF ANY MUNICIPAL BOARD OR COMMISSION IN OVILLA?

EDC 2008-2016, Board of Adjustments 2016,  
Comprehensive Land Use 2016

3.) HAVE YOU SERVED AS A MEMBER OF ANY MUNICIPAL BOARD OR COMMISSION FOR ANOTHER MUNICIPALITY?

If yes to one or both, please list the municipality, committee and dates served:

Red Oak EDC 2007

4.) PLEASE LIST ANY CIVIC OR COMMUNITY ACTIVITIES IN WHICH YOU MAY HAVE PARTICIPATED.

❖ CASA  
❖ YMCA Coach  
❖ \_\_\_\_\_

5.) DO YOU HAVE ANY RELATIVES THAT ARE CITY EMPLOYEES, MEMBER OF THE CITY COUNCIL OR SERVE ON ANY BOARD? (YES OR (NO)) If yes, please list:

6.) WHAT IS YOUR CURRENT PLACE OF EMPLOYMENT OR BUSINESS AFFILIATION? (Please indicate if you are self-employed, home-maker, retired) JPMorgan

STATEMENT OF INTENT: If appointed, I agree to serve on the Board/Commission for which I have applied or to the Board/Commission to which I am needed.

John Knight  
SIGNATURE

6/20/18  
DATE

John Knight  
PRINTED NAME OF APPLICANT

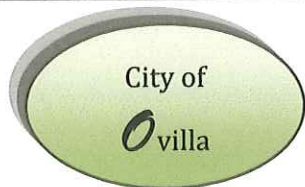


CITY OF OVILLA OFFICIAL USE ONLY

DATE APPOINTED \_\_\_\_\_ COMMITTEE APPOINTED TO \_\_\_\_\_

RETURN TO CITY HALL,  
105 SOUTH COCKRELL HILL ROAD,  
OVILLA, TX 75154  
972-617-7262

ATTENTION: Pamela Woodall



## AGENDA ITEM REPORT

### Item 8

Meeting Date: July 09, 2018

Department: Administration/EDC

☒ 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 R2018-26

#### Agenda Item / Topic:

**ITEM 8. DISCUSSION/ACTION** – Receive recommendation from the Economic Development Corporation to consider and act on Resolution R2018-26, authorizing the Mayor to execute, for and on behalf of the City of Ovilla, Texas, establishing Economic Development Incentives; providing for a program of Economic Development Incentives pursuant to the Title 12 Chapter 380, Texas Local Government Code.

#### Discussion / Justification:

##### BACKGROUND:

The Strategic Guide directs the establishment of an Incentive Program. The EDC reviewed this item during their June 2018 meeting and forward recommendation for adoption.

I have prepared a program that has been reviewed by the City Attorney and is similar to programs around Texas for your review and consideration.

#### Sample Motion(s):

I move that Council approve/deny Resolution R2018-26, authorizing the Mayor to execute, for and on behalf of the City of Ovilla, Texas, establishing Economic Development Incentives; providing for a program of Economic Development Incentives pursuant to the Title 12 Chapter 380, Texas Local Government Code.



## **RESOLUTION NO. R2018-26**

**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, ESTABLISHING ECONOMIC DEVELOPMENT INCENTIVES; PROVIDING FOR A PROGRAM OF ECONOMIC DEVELOPMENT INCENTIVES PURSUANT TO THE TITLE 12 CHAPTER 380, TEXAS LOCAL GOVERNMENT CODE.**

**Whereas**, the City of Ovilla, Texas (the "City") desires to promote expansion of the local economy; and

**Whereas**, the City is a Type A General Law municipality, authorized under Title 12, Chapter 380 of the Local Government Code to make a grant or gift of public monies or public services to promote state or local economic development and to simulate business and commercial activity in the municipality;

**Whereas**, the City actively promotes economic development and seeks to stimulate business and commercial activity in the City to better the quality of life for its citizens;

**Whereas**, the City desires to provide a long-term significant positive impact on its community and to utilize local workforce to the maximum extent feasible;

**Whereas**, the City desires to use economic development programs as an effective tool for the enhancement and expansion of the City's commercial, economic and employment base for the long term best interest and benefit to the City; and

**Whereas**, a public purpose will be served by the expenditure of public funds or the provision of public services by reducing or eliminating unemployment or underemployment and developing and diversifying the economy of the City and the state.

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

The City of Ovilla will, on a case-by-case basis, consider providing economic development incentives authorized by Chapter 380 of the Texas Local Government Code to aid in the stimulation and expansion of economic development in the City.

All applicants for Chapter 380 incentives shall be considered on a case-by-case basis. Nothing herein shall imply or suggest that the City is under any obligation to provide incentives to any applicant. The City may enter into incentive agreements with landowners with projects demonstrating an increased investment in buildings and fixed assets, increase employment or an increase in the City's sales tax.

The purposed project should:

1. Expand the local tax base;
2. Create permanent full-time employment opportunities;
3. Contribute to enhancing further economic development;

4. Not result in any unreasonable aesthetic and/or environmental concerns or give adverse impacts to adjacent properties; and
5. Not result in any violation of the laws of the United States, the State of Texas or ordinances of the City of Ovilla.

## **ECONOMIC DEVELOPMENT INCENTIVES PROGRAM**

### Type B Sales Tax Revenue Grants

Ovilla EDC will consider making grants both within either the city limits or the extraterritorial jurisdiction (ETJ). Among the allowable uses of the "Type B" sales tax are: projects for the promotion of professional and amateur athletics and sports including stadiums, ball parks, auditoriums, projects related to entertainment, convention, tourist, and exhibition facilities, amphitheaters, concert halls, and public parks, park facilities and events, open space improvements, military facilities, including closed or realigned military bases, primary job training facilities for use by institutions of higher education, research and development facilities, regional or national corporate headquarters facilities, museums and related stores, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, recycling facilities, and projects to promote new or expanded business enterprises that create or retain jobs, and public safety facilities, streets and roads, drainage, and related improvements, demolition of existing structures, development and expansion of affordable housing, and targeted infrastructure and any other improvements, expenditures, or facilities that are related to any of the above projects.

### Chapter 380 Performance Grant

Direct cash grants are possible through Chapter 380 of the Local Government Code. The statute requires the business to enter into a performance agreement establishing the schedule of additional payroll and/or jobs to be created or retained and the capital investment to be made as consideration for the incentives. Grants are often based on an amount per job, with the level contingent on wage level, number of jobs and capital investment. The agreement will specify the terms for any repayment should the business fail to meet the performance requirements specified in the agreement.

### City Real and Business Personal Property Tax Abatements

A Neighborhood Empowerment Zone may be established in one or more select areas for a single business operation planned commercial or mixed-use development, or residential development. Within an approved zone, fee waivers and tax abatements are considered for projects with a minimum of \$25,000 capital investment and one new job. City will consider either, or both a real property tax abatement or business personal property tax abatement based upon the amount of investment a business makes within the City limits or ETJ. Projects are reviewed on a case by- case basis, with the maximum length of the term to be considered being ten-years (10) and maximum percentage being one-hundred percent (100%).

### High Tech Start-Up Incentive

The High-Tech Start-Up Incentive is intended to help facilitate business recruitment, stimulate entrepreneurship, and support expansion of high-tech industries and subsequent job growth in Ovilla.

The Ovilla Economic Development Corporation (EDC) and the City of Ovilla (City) can jointly choose to offer incentives to high tech start-up companies that are in the process of growing. Each awarded company must demonstrate that it has intellectual property ownership, angel investors or financing (can be in early stages of funding) and the financial ability to execute a commercial lease for a minimum of two (2) years. The EDC and City can waive the commercial lease requirement if the operating business demonstrates a sound home-based comparable working environment.

If approved, real estate rental cost assistance or a discretionary grant can be awarded to the company for up to \$15,000 per company, payable over two years. On a case-by-case basis and assuming a commercial lease of at least three (3) years, the City can also consider a business personal property tax abatement or rebate of up to 50% for up to 5 years. The High Tech Start-Up fund for incentives is limited. Incentives are awarded on a first-come, first-served basis.

### Waiver or Discounted City Fees

Reduction or elimination of any City fees associated with the development of an economic development project, i.e. plan review, permitting, etc. will be considered. City may reduce building permit fees by up to 50% and waive water and wastewater impact fees for qualifying projects.

### Sales Tax Rebate

Using a Chapter 380 Agreement, the City may offer a sales tax rebate on sales made within the city limits of Ovilla, for qualifying projects. The amount of the rebate is calculated based on the incremental increase in collections of City sales tax, and the length of the term is evaluated and determined on a case-by-case basis. One-quarter to one-half of 1% are most common. The sales tax rebate is also available on internet sales for qualifying projects on a case-by-case basis using the same formula.

### Business Matching Funds Reimbursement Grant

Matching funds of up to \$5,000 for qualifying projects, subject to funding availability, within the city limits of the City of Ovilla. Projects will be assessed on a case-by case basis. The work eligible for this grant are: brick repair, stucco removal, utility upgrades, demolition, parking improvement, window repair/replacement, safety lighting and remodeling.

### Infrastructure Cost Participation

For major projects requiring significant public infrastructure improvements by the business or developer, the City may consider paying for all or some portion of, the required public infrastructure. The amount of support and scope of infrastructure are subject to City approval on a case-by-case basis and subject to funding availability.

#### Tax Increment Financing (TIF) District

For major new commercial or residential developments, a special district may be set up to fund public improvements (not services) with increased tax revenues resulting from the new private development. Tax rates are the same as elsewhere in the City and no added cost to private parties is incurred. The goal is to stimulate new private investment and thereby increase real estate values. Any increase in tax revenues (caused by new development and higher property values) is paid into a special TIF fund to finance improvements. Eligible project costs include new streets and sidewalks, public parking, utilities, public landscaping, lighting, environmental remediation, demolition, restoration of historic facades, water main and waste water main lines, storm water improvements, utility relocation and/or burial; the acquisition, clearing and grading of land for public improvements; and fees paid for architectural, planning and engineering work related to eligible TIF funded public improvements.

#### Public Improvement Districts

The City of Ovilla will also consider the establishment of Public Improvement Districts (PIDs), as called for. Public Improvement Districts may be created by a municipality at the request, or with the consent, of property owners. PIDs allow for the levy of voluntary assessments and the issuance of tax exempt bonds. Funds collected through PIDs and any associated bonds may be used for capital improvement projects and maintenance within the geographic area.

#### Tax Exempt Bond Financing

On a case-by-case basis for larger development projects, the City will consider assisting businesses through the issuance of tax exempt bonds. The Bonds are used to finance property development at lower interest rates than conventional financing. The City acts as the issuer for tax exempt bond financing.

#### Public Non-Cash Incentives

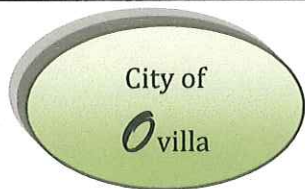
The City of Ovilla and/or the Economic Development Corporation will consider providing non-cash incentives (primarily procedural in nature) for stimulation of development and redevelopment. Such incentives include:

1. Signage and access/intersection improvements, subject to funding availability
2. Fast-track planning, plan review and permitting;
3. Dedicated inspections;
4. Business promotion and assistance;
5. Assistance with demolition of existing structures for redevelopment and new investment.

**PASSED, APPROVED, AND RESOLVED** this \_\_\_\_ day of \_\_\_\_\_ 2018.

**ATTEST:** \_\_\_\_\_  
Pamela Woodall, **CITY SECRETARY**

**APPROVED:** \_\_\_\_\_  
Richard Dormier, **MAYOR**



## AGENDA ITEM REPORT

### Item 9

Meeting Date: July 09, 2018

Department: Administration/EDC

☒ 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. EDC Program

#### Agenda Item / Topic:

ITEM 9. **DISCUSSION/ACTION** – Receive recommendation from the Economic Development Corporation to consider of and act on an Ovilla Economic Development Corporation Matching Funds Reimbursement Grant Program.

#### Discussion / Justification:

##### BACKGROUND:

The Strategic Guide directs the establishment of an EDC Grant Program. I have prepared a program that has been reviewed by the City Attorney and is like programs around Texas. At the June meeting the EDC reviewed and approved recommending Council approval of this program.

#### Recommendation

Staff recommends approval.

#### Sample Motion(s):

I move to approve/deny the Matching Funds Reimbursement Grant Program as presented and forward that recommendation to the City Council for consideration.





## **Ovilla Economic Development Corporation Matching Funds Reimbursement Grant Program Procedure and Application**

The objective of the Matching Funds Grant Program is to promote commercial development in the City of Ovilla and improve existing structures.

### **Program Information:**

- Grants are available starting October 1 of each year, on a first come, first serve basis until total funds are depleted.
- The grant applicant must attend the Economic Development Corporation (EDC) Board Meeting to present the project to the board when applying for the grant. EDC meetings occur on the third Monday of the month at 6:00 pm. Failure to attend the EDC meeting when required shall cause rejection of the application
- Upon grant approval, the applicant shall display a sign, provided by the EDC, indicating that they received an EDC grant to fund a portion of the project.
- Approved improvements must be completed within six months of approval from the EDC Board. If an applicant needs a project extension, they must apply for an extension at least one month prior to grant expiration and provide a reasonable explanation for why they require an extension. Grant extensions will be approved at EDC board meetings.

### **Review Criteria and Requirements:**

- Improvements should make a positive economic impact by increasing the property's appeal and suitability for attracting businesses and customers. Projects should enhance the appearance of the property and serve as a catalyst for additional investments in the property.
- Projects improvements must begin within 60 days of grant approval.
- Improvements must meet existing corridor design standards and historical design standards when applicable.
- Two separate bids are required with application submission. Using local vendors and contractors is encouraged when available.

### **Eligibility:**

- Owners and leasing tenants of commercial and mixed-use buildings in Ovilla city limits.
- Applicant must spend at least \$2,500 to qualify for grant program. The grant program will fund up to \$2,500 for projects expenditures that cost up to \$14,999.99. Grant funds can be extended up to \$5,000 for projects costs exceeding \$15,000.
- Grant funds will not exceed 50% of the of the applicants approved project expenditures.
- The grant program is available once per address every three years, unless change of ownership occurs.
- For project to be eligible, construction may not commence until application is approved by the EDC Board of Directors during a board meeting.
- All construction bids submitted by the applicant must be current and must be dated within 30 days prior to the application submission. Bids shall be submitted on the contractor's letterhead and shall contain the contractors name, address, telephone number and shall itemize the bid in a manner that allows the EDC to determine the bid components and authenticity of the bid.



## Ovilla Economic Development Corporation Matching Funds Reimbursement Grant Program Procedure and Application

### Reimbursement:

When the entire grant project has been satisfactorily completed and reviewed, the applicant shall present the Ovilla EDC office with copies of all paid invoices for a single payment reimbursement of the approved funding.

### Required Documents:

- Completed Application Form
- Photographs showing the current condition of the structure and completed improvements
- Plans of the building that indicate all proposed work
- Description of improvements to be completed with grant funds
- Information about additional improvements that are being made to the building that are not utilizing grant funds
- Two separate bids for eligible work

### Examples of Eligible Work Includes:

- Brick Repair
- Painting
- Structural Repairs or Upgrades
- Sidewalks and walkways
- Window Repair/Replacement
- Driveways and parking areas
- Utility Upgrades (including but not limited to HVAC, plumbing, electric, and internet)
- Awnings
- Stucco Removal
- Demolition
- Signage
- Asbestos abatement
- Remodeling and renovations

Ineligible projects include new construction projects and costs associated with moveable items such as furniture, appliances, and banner signs.

Applicants awarded a grant shall begin work within 60 days of approval and complete described improvements within 6 months of approval by the EDC Board of Directors. If an applicant needs a project extension, they must apply for an extension at least one month prior to grant expiration and provide a reasonable explanation for why they require and extension. Grant extensions will be approved at EDC board meetings.

The Ovilla Economic Development Corporation reserves the right to make changes and modifications to this program as warranted with no notice required. The Board of Directors may call a special meeting to consider extenuating or emergency circumstances due to natural disasters or unforeseen events. Consideration during extenuating or emergency circumstances may warrant special consideration from the Board of Directors.

For any questions regarding the program please feel free to contact John Dean, City Manager at (972)617-7262.





## Ovilla Economic Development Corporation Matching Funds Reimbursement Grant Program Procedure and Application

Please return completed with necessary attachments and signed to Ovilla Economic Development Corporation, 105 S Cockrell Hill Rd., Ovilla, Texas **before the 1st Friday of the month.**

Contact Information	
Name of Applicant:	
Business Address:	
Email:	Phone:
Building Owner*:	
*Property must sign provide an authorization letter if the owner is not the applicant.	

Estimated start date:	Estimated completion date:
Please describe the project, including cost and construction time to complete the project:	

Attach written bids from two contractors:

Bid must include estimate of quantities, unit costs, and total costs.

1. Contractor Name: _____	Phone: _____
2. Contractor Name: _____	Phone: _____

Project Budget	Bid 1	Bid 2
Material Cost:		
Labor Cost:		
Total Project Cost		



## Ovilla Economic Development Corporation Matching Funds Reimbursement Grant Program Procedure and Application

### Necessary Documents for Application:

- Completed Application Form
- Photographs showing the current condition
- Plans of the building that indicate all proposed work
- Description of improvements to be completed with grant funds
- Information about additional improvements that are being made to the building that are not utilizing grant funds
- Two separate bids for eligible work
- Letter of approval from building owner, if applicable

### Necessary Documents for Reimbursement:

- Copies of expenditure for completed work
- All applicable permits required by City of Ovilla
- Photographs of completed improvements

### Applicant Agreement Form

I have read this procedure and application form and met with the Ovilla City Manager and I fully understand the procedures established by the Economic Development Corporation. I understand that, any deviation from this agreement may result in the withdrawal of the grant. The application must be signed by a person authorized to execute contracts on behalf of the organization.

Applicants awarded a grant shall begin work within 60 days of approval and complete described improvements within 6 months of approval by the EDC Board of Directors. If an applicant needs an extension, they must apply at least one month prior to grant expiration and provide a reasonable explanation for why they require an extension. Grant extensions will be approved at regular EDC board meetings.

The Ovilla Economic Development Corporation reserves the right to make changes and modifications to this program as warranted with no notice required.

I acknowledge that to receive a grant, no improvements can be made until the project is approved by the Ovilla Economic Development Corporation.

---

Applicant

---

Date

---

City Manager/Economic Development Director

---

Date



## AGENDA ITEM REPORT

Item 10– Items pulled from Consent

Meeting Date: July 09, 2018

Department: Administration/Finance/Police

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted by: Staff

Amount: N/A

### Discussion / Justification:

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

### Discussion / Justification:

All consent items are attached for Council consideration. Any items pulled from the Consent agenda will be reviewed under this item.

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

	June 2018	June 2018 YTD	June 2017	June 2017 YTD
Calls For Service				
Accident	3	30	1	11
Alarms	29	104	14	91
Arrest	4	35	8	43
Assault/Assault FV	0	5	3	7
Assists	53	342	118	484
Building / House Security Check	805	3470	381	4259
Burglary	0	1	0	4
Burglary of Motor Vehicle	0	0	1	4
Criminal Mischief	0	1	0	5
Disturbance	6	40	10	72
Neighborhood Check	1236	7038	1427	9305
Other Calls for Service	60	305	49	284
Suspicious Person	5	39	12	52
Suspicious Vehicle	12	99	24	153
Theft	0	6	0	7
Traffic Assignment/School Enforcement	0	55	35	411
<b>TOTAL CALLS FOR SERVICE</b>	<b>2213</b>	<b>11570</b>	<b>2083</b>	<b>15192</b>

Reserve Officer Hours	15	275.5	7	42.5
Average Response Time (Minutes)	3.48	4.5733333	5.2	4.88
Total Citations	128	644	95	723
Total Traffic Stops *****	282	1580	334	
Traffic Stop Disposition Warning *****	164	968	243	
Traffic Stop Disposition Citation *****	118	612	91	
<b>PERCENT OF STOPS RECEIVING CITATIONS</b>	<b>41.8</b>	<b>38.7</b>	<b>27.2</b>	<b>#DIV/0!</b>
Manual Response time				

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

June 2018	TO	July 2018	MILEAGE	MAINTENANCE PERFORMED
Police Unit #	Begin	End	Accrued	
103	143675	143955	280	
104	122446	122459	13	
105	102482	103516	1034	Replaced high beam bulb
116	56306	58600	2294	Oil Change
117	46169	47357	1188	
118	7899	10411	2512	
216	14175	14901	726	
Vehicles	Begin	End	Accrued	
2017 F250 4x4	8025	8212	187	
2015 2500 HD Silverado	34745	35538	793	
2011 3500HD Silverado	50212	50569	357	
2008 2500HD Animal Control	79225	79863	638	
2008 1500 Silverado	108385	108760	375	
2006 1500 Silverado	117038	117557	519	
2001 C6500 Dump Truck	18167	18198	31	
1999 International Patch Trk	311808	311833	25	
1998 Ford Dump Truck	53021	53082	61	
	HOURS	HOURS	HOURS	
New Holland Skid LS60	1183	1183	0	
1999 Kubota Tractor	948.3	958.2	9.9	
1992 Ford Tractor	1078.2	1078.2	0	
Sweeper	619.9	619.9	0	
310K John Deere Backhoe	1484.5	1507.7	23.2	
Stone Packer 3100	4507	4507	0	
Ingersoll Mobil Air Compress	1320.8	1320.8	0	

Green Golf Cart	763.1	763.1	0	
Jet Machine	480.6	480.6	0	
Vac Machine 2017	37.2	44.1	6.9	
Boomag 900-50 packer	189.3	190.3	1	
2016 Exmark	201.1	211.2	10.1	
2013 Exmark	313.5	323.4	9.9	
2004 Exmark	1009.6	1011.9	2.3	
JCV Backhoe	21.8	23.3	1.5	

# Ovilla Fire Department

## June Monthly Report



**Interim Fire Chief  
Kevin R. Lindsey**

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, waiting for notification of award
  - \$7700 received for 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

- June was a steady month for the Fire Department, with 62 incidents responded to.
- Training with the Volunteers on their regular scheduled nights, continuing to work with them all on Apparatus Familiarization, and getting them signed off to drive each one.
- Bay Project is moving forward, still waiting on more bids
- Working on Budget Plans for FY18-19

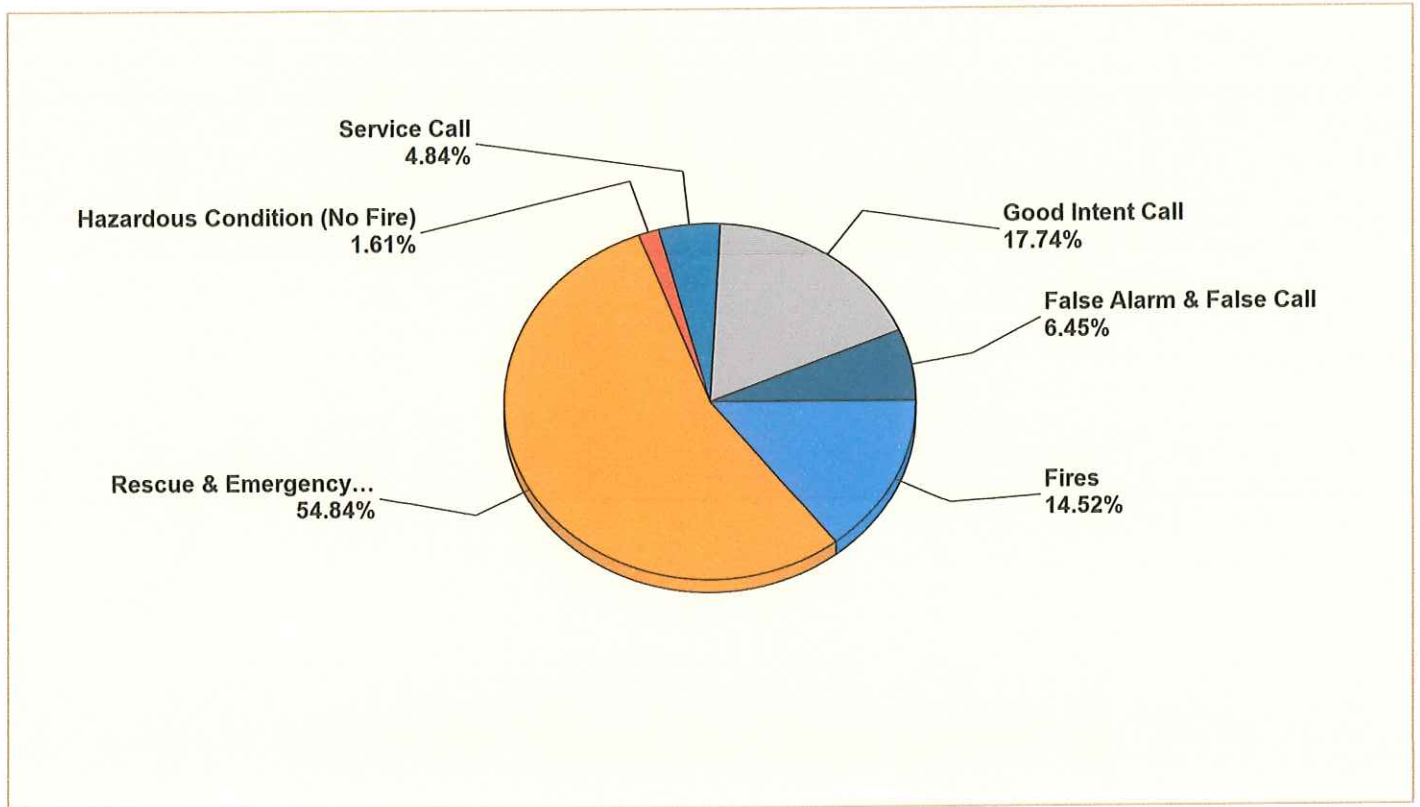
## Summary of Staffing for the Month

- 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)
- 8 / 8 weekend day shifts were covered by a Volunteer
- 39 / 39 Volunteer shifts were covered, and these 39 shifts had 4 personnel on the Engine

## Summary of Activity from Deputy Chief Fire Marshal's Office

- Multiple Consults
- Respond to 5 Incidents
- Multiple Meetings
- Back-Up for Ovilla PD
- 1 Investigation
- QCI reports
- Re inspection
- Training with Volunteers

## Breakdown by Major Incident Type



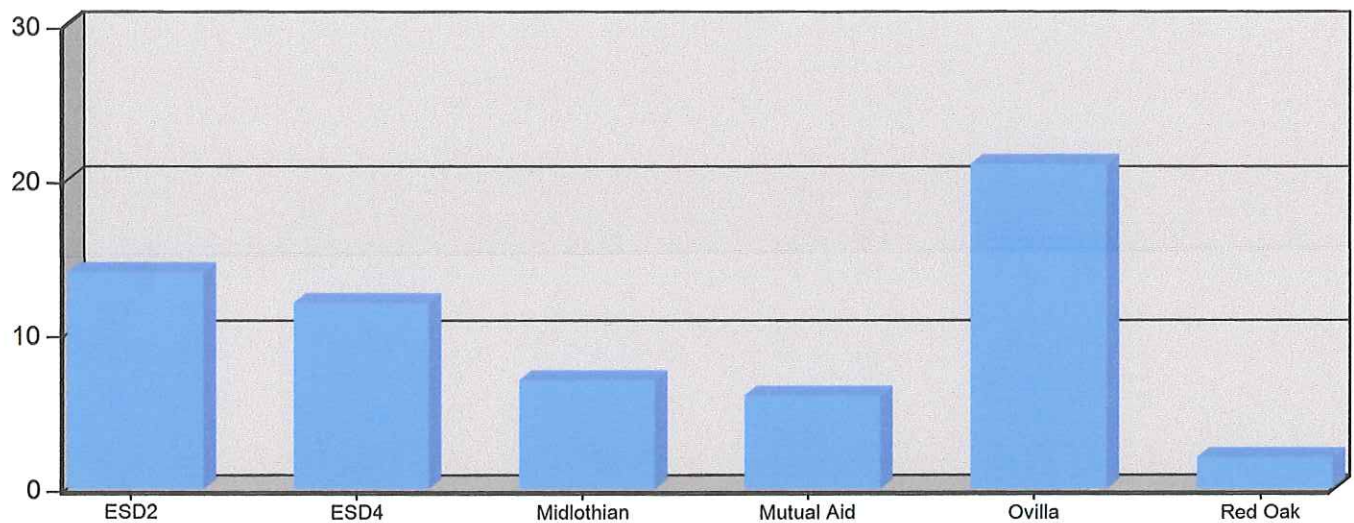
4

MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	9	14.52%
Rescue & Emergency Medical Service	34	54.84%
Hazardous Condition (No Fire)	1	1.61%
Service Call	3	4.84%
Good Intent Call	11	17.74%
False Alarm & False Call	4	6.45%
Severe Weather & Natural Disaster	0	
Special Incident Type	0	
<b>TOTAL</b>	<b>62</b>	<b>100.00%</b>

*Average 1.75 fires per week*  
*Average 1.96 calls per day*

Full Crew responses | **62**  
 C701 Responses | **4**  
 C702 Responses | **5**  
 Number of Overlapping Calls |  
**Total Ovilla Fire Department Runs | 62**

## Breakdown by Districts



ZONE	2018	2017
ESD2 - ESD #2	13	25
ESD4 - ESD #4	10	3
Midlothian - Midlothian City Limits	4	N/A
Mutual Aid - Mutual Aid	3	10
Ovilla - City Limits	20	27
Red Oak - Red Oak City Limits	1	N/A
<i>TOTAL:</i>	<i>62</i>	<i>65</i>

*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 must 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 Total Call to Date by Current Year and Past Year

MAJOR INCIDENT TYPE TO DATE	2018	2017
Fires	54	26
Rescue & Emergency Medical Service	235	196
Hazardous Condition (No Fire)	9	6
Service Call	42	57
Good Intent Call	94	63
False Alarm & False Call	29	14
Severe Weather & Natural Disaster	3	5
Special Incident Type	2	1
<b>TOTAL</b>	<b>468</b>	<b>368</b>

## Breakdown of Average Response Times by District for the Last Two Months

Zone Title	MAY in minutes (Dispatch to Arrive)	June
ESD4 - ESD #4	13.60	8.89
Mutual Aid - Mutual Aid	27.73	37.90 (mainly rehab non code included)
ESD2 - ESD #2	7.90	7.94
Ovilla - City Limits	6.29	6.07
Red Oak – Red Oak City Limits	N/A	N/A
Midlothian - Midlothian City Limits	N/A	20.04

Response times are figured by Time of Dispatch to Arrival at scene time. Overall the goal is that in our "First In Districts", City Limits, ESD #2, and ESD #4, we are there in under 8 minutes.

## Average Turn Out Time Dispatch to En-Route by Apparatus

APPARATUS	MAY	June
B701	1:47	2:57
B702	OOS	OOS
C701	0:49	1:10
C702	0:34	1:08
E701	1:33	1:50
E702	2:35	1:37
R755	1:00	1:27
<b>AVERAGE TURNOUT TIME:</b>	<b>1:11</b>	<b>1:30</b>

Turn out times are figured from time of dispatch to the time the Apparatus checks En-Route, and the goal with this time is to have a turn out time of 1:30 over 90% of our calls.







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

**FROM:** Brad Piland Public Works Director

**TOPIC:** Public Works Monthly Report for June 2018

- 
1. 37 work orders completed
  2. Sewer Lift Station Repairs-
    - Pulled pump 1 at Highland Meadows Lift Station- removed debris and replaced.
    - Removed pump 2 from Cumberland- removed debris and replaced
    - Pulled pump 1 and removed debris- Heritage
    - Replaced the fence at Heritage Park lift station

**Monthly Water and Sewer Services:**

- Read water meters, serviced disconnects and reconnects
- Water usage: Purchased from DWU 19,389,000 gal, Billed 18,639,000gal to customers and 750,000gal flushed.
- Replaced meters: 205 Lariat Tr, 212 Lariat Tr, 316 Willowcreek, 134 Suburban
- Daily water maintenance residual and pressure tests.
- Collected water samples for TCEQ reporting
- Water Maintenance – routine flushing mains and hydrant
- Replaced and repaired 10-meter boxes and lids.
- Repaired broken sewer Maple
- Repaired water leaks:
  - 300 blk Shadowwood, 610 Williams Dr

**Tree and grass maintenance:**

- Heritage Park
- Silver Spur Park
- Baseball fields and Cindy Jones Park

**Street and Misc.**

- Removed tree at Hosford and Westmoreland
- Street repairs and pothole repairs: Westmoreland, Shiloh Rd, Suburban, Ovilla Oaks and E. Highland
- Mowed all rights-of-way
- Updated marquee as needed
- Music In the Park preparation and clean up
- Extended culverts on Water St and Red Oak Creek Rd

**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).

**Security of Hardware (§2.5)**

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

**Durability of Equipment (§2.5)**

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

**Leaded Paint (§2.5.4)**

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

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

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

**NOTES:**

DATE OF INSPECTION:

6-4-18

INSPECTION BY:

Daniel Durham

**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).

**Security of Hardware (§2.5)**

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

**Durability of Equipment (§2.5)**

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

**Leaded Paint (§2.5.4)**

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

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

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

**NOTES:**

DATE OF INSPECTION:

6-4-18

INSPECTION BY:

Daniel Durham

## 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).

### Security of Hardware (§2.5)

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

### Durability of Equipment (§2.5)

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

### Leaded Paint (§2.5.4)

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

### General Upkeep of Playgrounds (§4)

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

### NOTES:

DATE OF INSPECTION:

6-4-18

INSPECTION BY:

Daniel Dornan



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**DATE:** JULY 9, 2018  
**TO:** Honorable Mayor and Council Members  
**FROM:** Linda Harding, City Accountant  
**SUBJECT:** Accounting Department Report

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<b>Reports</b>	<b>Financials ending 5/31/2018</b> <b>Over \$5,000</b> <b>Financial graph representing through MAY 2018</b> <b>Bank Balances as of ____ 7 5 18 ____</b>
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**Mentions to reports:** Seventh month of new fiscal year.

**Admin Budget Highlights:**

Admin - Server for council & screen for conference and court – on hold.  
Admin - Change city hall, PD & FD from septic to sewer – Equipment quotes are arriving. Engineering has been completed, engineer will complete design and survey for easement.  
Admin - Paint city offices, replace doors. – To be completed by public works, as time allows.  
Admin – New desktop computers have been installed by Net Genius.  
Admin – Laptops for council has been approved and distributed  
Admin – Net Genius has installed some hardware changes; more changes have been ordered.

**INFRASTRUCTURE - STREET REPAIR OVILLA OAKS 1.2 MILES TO WIDTH OF ROADS, 15.00 SQ. RD FOR FINISHED RD \$226,000 (APPROVED SUBURBAN DRIVE \$114,752 APPROVED 3/2018)**

Equipment list that includes vehicles, machinery, computers, laptops have been received and reviewed by departments. The departments are responsible for the replacement request of all equipment.
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**2 of 3 optional extension used by Yeldell, Wilson and Co., P.C. for period ending September 2018.**





















**Last extension can be used 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
<a href="#">Debt Fund</a>	 *0291	517,080.03	526,023.83	7/5/2018
<a href="#">General Fund Reserve</a>	608	56,421.13	56,421.13	7/5/2018
 <a href="#">GF Reserve CD</a>	 *0694	248,972.25	248,972.25	7/5/2018
<a href="#">Water Impact</a>	 *2322	481.47	481.63	7/5/2018
<a href="#">4B EDC</a>	 *3691	615,062.78	613,562.25	7/5/2018
<a href="#">Fire Dept. Auxil.</a>	 *3909	2,370.00	2,370.00	7/5/2018
<a href="#">Water Money Market</a>	 *4323	189,802.50	189,888.30	7/5/2018
<a href="#">MDD Fund</a>	 *7451	255,543.14	259,720.17	7/5/2018
<a href="#">Water Credit Card</a>	 *7531	139.95	140.00	7/5/2018
<a href="#">GF Reserves Money Mkt.</a>	 *7583	128,554.74	128,612.85	7/5/2018
<a href="#">GF Money Market</a>	 *7605	231,188.80	231,293.31	7/5/2018
<a href="#">Park Fund Money Mkt.</a>	 *7613	78,526.54	80,900.51	7/5/2018
<a href="#">Capital Projects Money Mkt.</a>	 *7648	131,008.78	131,068.00	7/5/2018
<a href="#">W&amp;S Impact-Sewer</a>	 *8699	96,884.65	115,128.47	7/5/2018
<a href="#">employee benefit trust</a>	 *8777	233.11	264.11	7/5/2018
<a href="#">GF Operating</a>	 *9437	1,562,044.56	1,493,897.67	7/5/2018
<a href="#">W&amp;S Fund Operating</a>	 *9445	624,072.19	639,821.72	7/5/2018
<a href="#">Police Special Fund</a>	 *9792	215.51	215.51	7/5/2018
<b>SUB TOTAL</b>		<b>4,738,602.13</b>	<b>4,718,781.71</b>	
TexPool - CAPITAL PROJECT	1878	310.76	310.76	7/5/2018
TexStar - GENERAL FUND	1110	3,775.45	3,775.45	7/5/2018
TexStar - GENERAL FUND	1120	942.10	942.10	7/5/2018
TexStar - W&S IMPACT	3540	3,197.94	3,197.64	7/5/2018
TexStar - CAPITAL PROJECT	5340	1,415.41	1,415.41	7/5/2018
TexStar - W&S FUND	5350	1,160.51	1,160.51	7/5/2018
Bryson Manor - GENERAL FUND	8662	298,816.10	298,914.34	7/5/2018
Leose	2510	1,601.79	1,601.79	7/5/2018
<b>TOTAL BANK BALANCES</b>		<b>5,049,822.19</b>	<b>5,030,099.71</b>	



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DATE: July 9, 2018

TO: Honorable Mayor and Council Members

FROM:  
Linda Harding, Accountant

SUBJECT: Financial Statements Through May 2018

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

	Current	Year to Date		\$ Over	% of Budget
	May 2018	'Oct - May 2018	Budget	(Under)	Thru May
				Budget	67%
<b>Revenues</b>					
4000100 · Taxes					
4000105 · Ad Valorem, Current	9,742	1,675,289	1,649,432	25,857	102%
4000106 · Ad Valorem, New & improvements	0	0	53,233	(53,233)	0%
4000110 · Ad Valorem, Delinquent	1,254	13,553	10,000	3,553	136%
4000113 · Interest/Penalties - Prop Tax	1,124	6,617	7,000	(383)	95%
4000120 · Sales Tax	25,180	147,113	210,957	(63,844)	70%
4000125 · Sales Tax - Street Improvement	6,295	36,778	52,739	(15,961)	70%
4000130 · Franchise Tax	9,135	55,061	163,000	(107,939)	34%
Total 4000100 · Taxes	52,729	1,934,411	2,146,361	(211,950)	90%
4000200 · Licenses and Permits					
4000210 · Residential Building Permits	7,286	38,630	60,000	(21,370)	64%
4000214 · Misc Building Permits	11,628	23,832	23,952	(120)	100%
4000230 · Plan Review Fee	8,049	14,854	12,000	2,854	124%
4000260 · Alarm Permits	315	1,155	2,604	(1,449)	44%
4000270 · Animal Tag Fees	144	1,656	3,706	(2,050)	45%
4000272 · Impound Fees	330	1,160	2,751	(1,591)	42%
4000290 · Misc Licenses and Permits	65	1,558	1,568	(10)	99%
Total 4000200 · Licenses and Permits	27,818	82,845	106,581	(23,736)	78%
4000400 · Charges for Services					
4000325 · ESD #2	0	95,000	190,000	(95,000)	50%
4000330 · ESD #4	0	37,084	55,628	(18,544)	67%
4000411 · Copies and Maps	1	31	100	(69)	31%
4000415 · Police Reports	0	48	150	(102)	32%
4000420 · Park Lights	0	0	500	(500)	0%
4000440 · Oak Leaf Animal Control	0	690	2,100	(1,410)	33%
4000450 · Subdivision Fees	0	700	6,900	(6,200)	10%
4000480 · Solid Waste (Garbage)	18,626	151,064	264,322	(113,258)	57%
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	% of Budget
				(Under)	Thru May
	May 2018	'Oct - May 2018	Budget	Budget	67%
4000490 · Misc Charges for Services	51	1,804	3,850	(2,046)	47%
Total 4000400 · Charges for Services	18,678	286,421	524,800	(238,379)	55%
4000500 · Fines and Forfeitures					
4000535 · Omni Warrant Revenue	0	1,318	2,868	(1,550)	46%
4000510 · Fines - Police	7,937	140,556	265,008	(124,452)	53%
4000520 · Fines - Animal Control	0	0	456	(456)	0%
4000525 · Fines - Code Enforcement	0	592	8,949	(8,357)	7%
4000550 · Municipal Court Technology	385	2,959	5,424	(2,465)	55%
4000551 · Municipal Court Security	289	2,220	4,068	(1,848)	55%
4000590 · Misc Fines and Forfeitures	3,888	6,632	432	6,200	1,535%
4000592 · Warrant Fees	516	1,169	0	1,169	100%
4000593 -	0	0	0	0	0%
Total 4000500 · Fines and Forfeitures	13,013	155,446	287,205	(131,759)	54%
4000800 · Other Revenue					
4000810 · Heritage Day	0	3,738	26,000	(22,262)	14%
4000818 · Lease Proceeds	0	1,144	0	1,144	100%
4000820 · Water Tower Lease	1,194	124,022	151,921	(27,899)	82%
4000840 · Interest Earned	809	6,240	7,560	(1,320)	83%
4000860 · Grant Proceeds	7,440	7,440	0	7,440	100%
4000870 · Insurance Proceeds	0	0	0	0	0%
4000885 · Proceeds from Sale of Assets	0	1,127	0	1,127	100%
4000890 · Misc Other Revenue	4	843	3,500	(2,657)	24%
Total 4000800 · Other Revenue	9,446	144,555	188,981	(44,426)	76%
4000900 · Transfers In					
4000905 · Weapons Purchase Plan	0	0	11,730	(11,730)	0%
4000925 · Admin.Rev. received from 4B-EDC	0	1,250	2,500	(1,250)	50%
4000927 - 4B-EDC Revenue: Monument Signs	0	0	30,000	(30,000)	0%
4000928 - 4B-EDC Revenue: Parks Master Plan	0	0	6,000	(6,000)	0%



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

	Current	Year to Date		\$ Over	% of Budget
	May 2018	'Oct - May 2018	Budget	(Under)	Thru May
				Budget	67%
4000930 · Admin. Rev. Rec. From W&S Fund	0	11,862	23,724	(11,862)	50%
4000940 · Admin.Rev. Rec. from MDD Fund	0	250	500	(250)	50%
4000945 · Trans in from Court Security	0	0	7,300	(7,300)	0%
4000990 · Reduction in Fund Balance	0	0	492,067	(492,067)	0%
<b>Total 4000900 · Transfers In</b>	<b>0</b>	<b>13,362</b>	<b>573,821</b>	<b>(560,459)</b>	<b>2%</b>
<b>Total Revenues</b>	<b>121,685</b>	<b>2,617,041</b>	<b>3,827,749</b>	<b>(1,210,708)</b>	<b>68%</b>
<b>Gross Resources</b>	<b>121,685</b>	<b>2,617,041</b>	<b>3,827,749</b>	<b>(1,210,708)</b>	<b>68%</b>
<b>Expenditures</b>					
10 · Administration					
5101100 · Salaries & Wages					
5101110 · City Administrator	8,077	52,817	78,750	(25,933)	67%
5101115 · City Secretary	5,000	33,750	44,250	(10,500)	76%
5101117 · City Accountant	4,159	28,073	39,338	(11,265)	71%
5101120 · Admin. Support	2,856	19,278	27,035	(7,757)	71%
5101180 · Merit Raises, Staff	0	0	5,682	(5,682)	0%
<b>Total 5101100 · Salaries &amp; Wages</b>	<b>20,092</b>	<b>133,918</b>	<b>195,055</b>	<b>(61,137)</b>	<b>69%</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	2,195	20,057	31,117	(11,060)	64%
5102135 · TMRS	1,997	16,716	25,715	(8,999)	65%
5102160 · Worker's Compensation	0	926	933	(7)	99%
5102170 · Payroll Taxes	296	2,495	3,772	(1,277)	66%
5102180 · Unemployment Taxes	0	0	1,000	(1,000)	0%
5102190 · Auto Allowance	400	3,200	4,800	(1,600)	67%
5102196 · Indiv. Membership Dues	0	1,439	1,950	(511)	74%



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

	Current	Year to Date		\$ Over (Under)	% of Budget
	May 2018	'Oct - May 2018	Budget	Budget	Thru May 67%
Total 5102100 · Employee Benefits	4,888	44,832	69,287	(24,455)	65%
5102200 · Special Services					
5102210 · Tax Assessing & Collecting Fees	0	1,814	1,814	0	100%
5102220 · Tax Appraisal Fee	181	9,625	18,887	(9,263)	51%
5102230 · Legal Fees	225	5,061	32,272	(27,211)	16%
5102240 · Audit	0	7,445	7,650	(205)	97%
5102250 · Accounting	0	132	2,000	(1,868)	7%
5102260 · Engineering Fees	737	4,437	10,000	(5,563)	44%
Total 5102200 · Special Services	1,143	28,514	72,623	(44,109)	39%
5102300 · Contractual Services					
5102310 · Consultant Fees	0	80	10,000	(9,920)	1%
Total 5102300 · Contractual Services	0	80	10,000	(9,920)	1%
5102500 · Operating Services					
5102530 · Custodial Service Contract	424	2,832	4,128	(1,297)	69%
5102540 · IT - Computer Maintenance	10,537	45,210	51,980	(6,770)	87%
Total 5102500 · Operating Services	10,960	48,041	56,108	(8,067)	86%
5102600 · Special Expenses					
5102610 · Election - Payroll	480	480	850	(371)	56%
5102620 · Election - Supplies	670	2,156	2,500	(344)	86%
5102630 · Election Meeting Expense	0	0	100	(100)	0%
5102650 · Codification Book Update	0	375	3,600	(3,225)	10%
Total 5102600 · Special Expenses	1,150	3,011	7,050	(4,039)	43%
5103100 · General Supplies					
5103110 · Office Supplies	264	5,579	8,000	(2,421)	70%
5103140 · Uniforms	0	0	350	(350)	0%

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

	Current	Year to Date		\$ Over (Under)	% of Budget
	May 2018	'Oct - May 2018	Budget	Budget	Thru May 67%
Total 5103100 · General Supplies	264	5,579	8,350	(2,771)	67%
5103400 · Maintenance Supplies / Parts					
5103410 · Supplies - Custodial	181	743	1,500	(757)	50%
5103440 · Maintenance Agreement Expense	0	0	400	(400)	0%
5103460 · Miscellaneous	89	89	1,500	(1,411)	6%
Total 5103400 · Maintenance Supplies / Parts	270	832	3,400	(2,568)	24%
5104200 · Travel Expenses					
5104210 · Travel - Local	0	312	500	(188)	62%
5104220 · Professional Development	0	1,342	6,550	(5,208)	20%
5104222 · Professional Develop - Council	0	931	1,300	(369)	72%
5104225 · City Council Meal Expense	115	464	2,200	(1,736)	21%
5104230 · Professional Develop - In-House	0	0	500	(500)	0%
Total 5104200 · Travel Expenses	115	3,050	11,050	(8,000)	28%
5105200 · Data Processing Expenses					
5105230 · Data Proc-Maintenance & Repair	0	0	14,272	(14,272)	0%
5105240 · Data Processing - Software	506	10,036	36,693	(26,657)	27%
Total 5105200 · Data Processing Expenses	506	10,036	50,965	(40,929)	20%
5105300 · Printing Expense					
5105310 · Copier Expense	440	2,322	4,476	(2,154)	52%
5105320 · Printing - Newsletters	0	2,341	5,108	(2,767)	46%
5105330 · Printing - Forms	0	307	1,500	(1,193)	20%
Total 5105300 · Printing Expense	440	4,969	11,084	(6,115)	45%
5105400 · Utilities					
5105410 · Telephone	128	1,022	1,500	(478)	68%
5105415 · Cellular Phone	119	955	1,450	(495)	66%

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

	Current	Year to Date		\$ Over	% of Budget
	May 2018	'Oct - May 2018	Budget	(Under)	Thru May
				Budget	67%
5105417 · Internet	160	1,280	2,823	(1,543)	45%
5105420 · Wireless Cards	76	608	912	(304)	67%
5105450 · Electricity	246	2,430	4,635	(2,205)	52%
Total 5105400 · Utilities	729	6,295	11,320	(5,026)	56%
5105500 · Repairs & Bldg Improvements					
5105520 · Repairs - Buildings	291	4,833	11,500	(6,667)	42%
5105540 · Repairs - Machinery & Equipment	0	0	500	(500)	0%
5105590 · Repairs - Other	0	371	1,300	(929)	29%
Total 5105500 · Repairs & Bldg Improvements	291	5,204	13,300	(8,096)	39%
5105600 · Insurance					
5105610 · Insurance - Property	0	1,436	1,915	(479)	75%
5105620 · Insurance - Liability	0	600	800	(200)	75%
5105630 · Insurance - Fidelity Bond	0	250	300	(50)	83%
5105632 · Notary Bond	0	0	450	(450)	0%
5105635 · Public Officials Surety Bonds	0	260	2,210	(1,950)	12%
Total 5105600 · Insurance	0	2,546	5,675	(3,129)	45%
5105700 · Other Expenses					
5105705 · Postage	325	3,656	6,756	(3,100)	54%
5105710 · Cash - Over/Short	0	0	10	(10)	0%
5105725 · Records Management Expense	0	1,395	1,500	(105)	93%
5105730 · City - Memberships	0	1,831	2,500	(669)	73%
5105740 · Legal Notices/Advertisement	458	3,745	9,000	(5,255)	42%
5105752 · Employment Screening	0	0	400	(400)	0%
5105753 · Solicitor Screening	10	169	200	(31)	85%
5105760 · Bank Service Charge	0	83	100	(17)	83%
5105764 · Filing Fees	198	470	500	(30)	94%
5105765 · Miscellaneous	17	903	2,767	(1,864)	33%

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

	Current	Year to Date		\$ Over	% of Budget
	May 2018	'Oct - May 2018	Budget	(Under)	Thru May
				Budget	67%
Total 5105700 · Other Expenses	1,007	12,251	23,733	(11,482)	52%
5106400 · Minor Capital Outlay					
5106440 · Machinery & Equipment	0	0	1,000	(1,000)	0%
5106465 · Furniture	0	114	1,000	(886)	11%
Total 5106400 · Minor Capital Outlay	0	114	2,000	(1,886)	6%
5107400 - Capitalized Assets					
5107420 - Buildings	799	799	31,640	(30,841)	3%
Total 5107400 - Capitalized Assets	799	799	31,640	(30,841)	3%
5109000 · Reserves					
5109001 - Reserve for Contingency	0	0	0	0	0%
5109015 - Reserve for FD & PD Radios	0	0	93,770	(93,770)	0%
Total 5109000 - Reserves	0	0	93,770	(93,770)	0
Total 10 · Administration	42,655	310,070	677,035	(366,965)	46%
20 · Police					
5201100 · Salaries & Wages					
5201120 · Police Chief	5,882	49,999	74,243	(24,244)	67%
5201143 · Command Staff	4,541	38,595	57,309	(18,714)	67%
5201150 · Certification Pay	185	1,569	2,400	(831)	65%
5201180 · Merit Raises - Staff	0	0	3,947	(3,947)	0%
Total 5201100 · Salaries & Wages	10,608	90,164	137,899	(47,735)	65%
5201400 · Support Salaries					
5201405 · Support Staff	2,442	20,754	30,826	(10,072)	67%
5201408 - Sergeant	3,734	38,704	88,047	(49,343)	44%
5201410 · Patrol	22,957	179,902	248,352	(68,450)	72%
5201412 - Patrol Part Time	200	14,625	20,500	(5,875)	71%



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	Current	Year to Date		\$ Over	% of Budget
	May 2018	'Oct - May 2018	Budget	(Under)	Thru May
				Budget	67%
5201415 · Certification Pay	69	773	2,701	(1,928)	29%
5201470 · Salary Increase	0	0	6,220	(6,220)	0%
5201480 · Merit Raises	0	0	10,012	(10,012)	0%
5201490 · Overtime	809	7,721	16,000	(8,279)	48%
Total 5201400 · Support Salaries	30,211	262,479	422,658	(160,179)	62%
5202100 · Employee Benefits					
5202110 · Group Insurance	6,225	53,863	84,581	(30,718)	64%
5202135 · TMRS	4,035	32,990	53,161	(20,171)	62%
5202160 · Worker's Compensation	0	10,297	12,471	(2,174)	83%
5202170 · Payroll Taxes	587	5,796	8,789	(2,993)	66%
5202196 · Membership Dues	0	403	403	0	100%
Total 5202100 · Employee Benefits	10,846	103,350	159,405	(56,055)	65%
5202300 · Contractual Services					
5202355 · Contract Labor - Individual	0	0	500	(500)	0%
5202356 · Gingerbread House	0	1,000	1,000	0	100%
5202380 · Dispatch	0	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%
Total 5202300 · Contractual Services	0	16,462	27,925	(11,463)	59%
5202500 · Operating Services					
5202530 · Custodial Service Contract	235	1,851	2,820	(969)	66%
5202540 · Computer Maintenance	0	0	700	(700)	0%
5202560 · Internet Subscriptions	0	0	1,350	(1,350)	0%
Total 5202500 · Operating Services	235	1,851	4,870	(3,019)	38%
5202600 · Special Expenses					



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	Current	Year to Date		\$ Over (Under)	% of Budget
	May 2018	'Oct - May 2018	Budget	Budget	Thru May 67%
5202675 · National Night Out	0	135	500	(365)	27%
Total 5202600 · Special Expenses	0	135	500	(365)	27%
5203100 · General Supplies					
5203110 · Office Supplies	52	1,102	1,102	(0)	100%
5203140 · Uniforms	78	2,513	8,500	(5,987)	30%
5203170 · Evidence Gathering	138	507	700	(193)	72%
Total 5203100 · General Supplies	269	4,123	10,302	(6,179)	40%
5203400 · Maintenance Supplies & Parts					
5203410 · Supplies - Custodial	281	621	800	(179)	78%
Total 5203400 · Maintenance Supplies & Parts	281	621	800	(179)	78%
5204200 · Travel Expenses					
5204210 · Travel - Local	0	578	1,000	(422)	58%
5204220 · Professional Development	18	3,970	7,827	(3,857)	51%
5204225 · Professional Dev - LEOSE	0	0	0	0	0%
5204235 - Ammo	0	0	1,000	(1,000)	0%
5204270 · Vehicle Expenses	1,901	13,198	24,000	(10,802)	55%
Total 5204200 · Travel Expenses	1,919	17,747	33,827	(16,080)	52%
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%
Total 5205200 · Data Processing Expenses	0	18,290	23,000	(4,710)	80%
5205300 · Printing Expenses					
5205310 · Copier Expense	101	705	1,210	(505)	58%
5205330 · Printing - Forms	0	300	300	0	100%
5205350 · Printing - Other	0	160	448	(288)	36%

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	Current	Year to Date		\$ Over (Under)	% of Budget
	May 2018	'Oct - May 2018	Budget	Budget	Thru May 67%
Total 5205300 · Printing Expenses	101	1,165	1,958	(793)	59%
5205400 · Utilities					
5205410 · Telephone	125	997	1,500	(503)	66%
5205415 · Cellular Phone	99	791	1,188	(398)	67%
5205417 · Internet - PD	160	1,280	1,920	(640)	67%
5205420 · Wireless Cards	190	1,520	3,192	(1,672)	48%
5205450 · Electricity	239	2,356	4,500	(2,145)	52%
Total 5205400 · Utilities	812	6,942	12,300	(5,358)	56%
5205500 · Repairs & Building Improvements					
5205520 · Repairs - Building	0	66	5,000	(4,934)	1%
5205540 · Repairs- Machinery & Equipment	0	46	1,000	(954)	5%
5205550 · Repairs - Vehicles	679	5,537	10,000	(4,463)	55%
Total 5205500 · Repairs & Building Improvements	679	5,650	16,000	(10,350)	35%
5205600 · Insurance					
5205610 · Insurance - Property	0	1,463	1,950	(488)	75%
5205620 · Insurance - Liability	0	4,011	5,348	(1,337)	75%
5205640 · Insurance - Vehicle	0	3,681	4,908	(1,227)	75%
Total 5205600 · Insurance	0	9,155	12,206	(3,052)	75%
5205700 · Other Expenses					
5205742 · Public Relations	0	0	550	(550)	0%
5205745 · Weapons Purchase Plan	0	0	11,730	(11,730)	0%
5205752 · Employment Screening	0	440	1,550	(1,110)	28%
5205765 · Miscellaneous	40	664	1,500	(836)	44%
Total 5205700 · Other Expenses	40	1,104	15,330	(14,226)	7%
5206400 · Minor Capital Outlay					

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	Current	Year to Date		\$ Over (Under)	% of Budget
	May 2018	'Oct - May 2018	Budget	Budget	Thru May 67%
5206440 · Machinery & Equipment	0	1,911	9,734	(7,823)	20%
5206445 · Personal Protective Equipment	1,414	2,121	2,600	(479)	82%
5206450 · Vehicles	0	52,198	57,350	(5,152)	91%
Total 5206400 · Minor Capital Outlay	1,414	56,230	69,684	(13,454)	81%
Total 20 · Police	57,414	595,466	948,664	(353,198)	63%
25 · Municipal Court					
5251100 · Salaries & Wages					
5251140 · Municipal Judge	634	6,335	11,110	(4,775)	57%
Total 5251100 · Salaries & Wages	634	6,335	11,110	(4,775)	57%
5251400 · Support Staff					
5251405 · Support Staff	2,829	24,045	34,695	(10,650)	69%
5251470 · Salary Increase	0	0	1,041	(1,041)	
5251480 · Merit Raises	0	0	1,041	(1,041)	0%
5251490 · Overtime	119	676	1,400	(724)	48%
Total 5251400 · Support Staff	2,948	24,721	38,177	(13,456)	65%
5252100 · Employee Benefits					
5252110 · Group Insurance	612	5,653	7,612	(1,959)	74%
5252135 · TMRS	293	2,436	3,637	(1,201)	67%
5252160 · Worker's Compensation	0	117	156	(39)	75%
5252170 · Payroll Taxes	91	843	1,384	(541)	61%
5252196 · Membership Dues	0	0	60	(60)	0%
Total 5252100 · Employee Benefits	996	9,049	12,849	(3,800)	70%
5252300 · Contractual Services					
5251420 · Jury Fees	0	0	200	(200)	0%
5251425 · City Prosecutor	553	7,064	11,970	(4,906)	59%
5251450 · Contract Labor - Company	0	600	600	0	100%

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	Current	Year to Date		\$ Over (Under)	% of Budget
	May 2018	'Oct - May 2018	Budget	Budget	Thru May 67%
5252375 · Comptroller - Warrant Fees	0	41,058	96,000	(54,942)	43%
Total 5252300 · Contractual Services	553	48,722	108,770	(60,048)	45%
5253100 · General Supplies					
5253110 · Office Supplies	0	0	133	(133)	0%
5253140 · Uniforms	0	0	50	(50)	0%
Total 5253100 · General Supplies	0	0	183	(183)	0%
5254200 · Travel Expenses					
5254210 · Travel - Local	0	0	25	(25)	0%
5254220 · Professional Development	0	0	50	(50)	0%
Total 5254200 · Travel Expenses	0	0	75	(75)	0%
5255200 · Data Processing Expenses					
5255240 · Data Processing - SW Maint.	0	2,153	2,351	(198)	92%
Total 5255200 · Data Processing Expenses	0	2,153	2,351	(198)	92%
5255300 · Printing Expense					
5255350 · Printing - Other	0	842	842	(0)	100%
Total 5255300 · Printing Expense	0	842	842	(0)	100%
5255600 · Insurance					
5255620 · Insurance - Liability	0	158	210	(53)	75%
Total 5255600 · Insurance	0	158	210	(53)	75%
5255700 · Other Expenses					
5255765 · Miscellaneous	0	0	50	(50)	0%
5255768 · Collection Agency Fees	997	6,210	8,868	(2,658)	70%
5255772 · Warrant Fee - Omni	0	3,601	8,264	(4,663)	44%
Total 5255700 · Other Expenses	997	9,811	17,182	(7,371)	57%



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	Current	Year to Date		\$ Over	% of Budget
	May 2018	'Oct - May 2018	Budget	(Under)	Thru May
				Budget	67%
Total 25 · Municipal Court	6,127	101,790	191,749	(89,959)	53%
30 · Fire					
5301100 · Salaries & Wages					
5301125 · Fire Chief	3,102	26,367	39,156	(12,789)	67%
5301135 · Deputy Chief/Fire January shall	1,922	16,340	22,069	(5,729)	74%
5301140 · Fire Captains	5,365	46,848	70,760	(23,912)	66%
5301150 · Officer in Charge & Holiday	408	9,128	12,648	(3,520)	72%
5301170 · Salary Increase	0	0	2,933	(2,933)	0%
5301180 · Merit Raises - Staff	0	0	4,048	(4,048)	0%
Total 5301100 · Salaries & Wages	10,797	98,684	151,614	(52,930)	65%
5301400 · Support Salaries					
5301440 · Firefighters	24,989	210,765	326,555	(115,790)	65%
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	1,690	13,127	16,850	(3,723)	78%
Total 5301400 · Support Salaries	26,679	223,892	359,091	(135,199)	62%
5302100 · Employee Benefits					
5302135 · TMRS	499	4,266	6,534	(2,268)	65%
5302137 · Volunteer Retirement	0	1,125	5,200	(4,075)	22%
5302160 · Worker's Compensation	0	11,703	12,731	(1,028)	92%
5302170 · Payroll Taxes	2,426	20,976	33,617	(12,641)	62%
5302196 · Membership Dues	0	2,130	2,200	(70)	97%
Total 5302100 · Employee Benefits	2,926	40,200	60,282	(20,082)	67%
5302300 · Contractual Services					
5302310 · Consultant Fees	0	1,500	1,500	0	100%



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	May 2018	'Oct - May 2018	Budget	(Under)	Thru May
				Budget	67%
5302380 · Dispatch	0	8,447	15,925	(7,478)	53%
5302385 · Emergency Transport Service	0	31,780	63,559	(31,780)	50%
Total 5302300 · Contractual Services	0	41,727	80,984	(39,257)	52%
5302500 · Operating Services					
5302510 · Maintenance Agreements	0	6,329	9,500	(3,171)	67%
5302570 · Warning System Maintenance	0	0	2,500	(2,500)	0%
5302580 · Generator Maintenance	1,379	1,379	2,120	(741)	65%
Total 5302500 · Operating Services	1,379	7,708	14,120	(6,412)	55%
5302600 · Special Expenses					
5302675 · National Night Out	0	236	350	(114)	67%
Total 5302600 · Special Expenses	0	236	350	(114)	67%
5303100 · General Supplies					
5303110 · Office Supplies	0	293	1,000	(707)	29%
5303140 · Uniforms	0	2,891	5,000	(2,109)	58%
5303160 · Medical Supplies	716	4,349	8,000	(3,651)	54%
5303165 · Medical Support	623	799	1,000	(201)	80%
5303170 · Evidence Gathering	0	133	800	(667)	17%
5303175 · Education Aids	0	0	1,000	(1,000)	0%
Total 5303100 · General Supplies	1,339	8,466	16,800	(8,334)	50%
5303400 · Maintenance Supplies & Parts					
5303410 · Supplies - Custodial	398	1,533	2,500	(967)	61%
5303420 · Building Alarm Maintenance	0	1,950	2,300	(350)	85%
Total 5303400 · Maintenance Supplies & Parts	398	3,483	4,800	(1,317)	73%
5304200 · Travel Expenses					
5304220 · Professional Development	5	1,694	7,600	(5,906)	22%

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	May 2018	'Oct - May 2018	Budget	Budget	Thru May 67%
5304270 · Vehicle Expenses	862	6,607	9,000	(2,393)	73%
Total 5304200 · Travel Expenses	867	8,301	16,600	(8,299)	50%
5305200 · Data Processing Expenses					
5305230 · Data Proc-Maintenance & Repair	0	563	5,000	(4,437)	11%
5305240 · Data Processing - Software	0	6,780	10,000	(3,220)	68%
Total 5305200 · Data Processing Expenses	0	7,343	15,000	(7,657)	49%
5305300 · Printing Expense					
5305310 · Copier Expense	263	2,335	3,200	(865)	73%
5305330 · Printing - Forms	0	0	100	(100)	0%
Total 5305300 · Printing Expense	263	2,335	3,300	(965)	71%
5305400 · Utilities					
5305410 · Telephone	285	1,777	2,168	(391)	82%
5305415 · Cellular Phone	375	1,244	1,490	(246)	84%
5305417 · Internet - Fire Dept.	464	3,713	4,660	(947)	80%
5305430 · Natural Gas	66	2,102	3,000	(898)	70%
5305450 · Electricity	325	3,190	5,650	(2,460)	56%
Total 5305400 · Utilities	1,515	12,027	16,968	(4,941)	71%
5305500 · Repairs & Bldg Improvements					
5305520 · Repairs - Building	7,009	10,843	20,000	(9,157)	54%
5305540 · Repairs - Machinery & Equipment	192	6,967	8,000	(1,033)	87%
5305545 · Repairs - Apparatus	10,065	22,279	23,000	(721)	97%
5305550 · Repairs - Vehicles	0	56	3,500	(3,444)	2%
Total 5305500 · Repairs & Bldg Improvements	17,266	40,145	54,500	(14,355)	74%
5305600 · Insurance					
5305610 · Insurance - Property	0	1,337	1,783	(446)	75%
5305620 · Insurance - Liability	0	1,071	1,428	(357)	75%
5305640 · Insurance - Vehicle	0	9,634	12,845	(3,211)	75%

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	May 2018	'Oct - May 2018	Budget	(Under)	Thru May
				Budget	67%
Total 5305600 · Insurance	0	12,042	16,056	(4,014)	75%
5305700 · Other Expenses					
5305705 · Postage	0	0	50	(50)	0%
5305752 · Employment Screening	16	122	500	(378)	24%
5305765 · Flags & Miscellaneous	0	0	100	(100)	0%
Total 5305700 · Other Expenses	16	122	650	(528)	19%
5306400 · Minor Capital Outlay					
5306440 · Machinery & Equipment	490	490	10,300	(9,810)	5%
5306445 · Personal Protective Equipment	0	7,343	20,247	(12,905)	36%
Total 5306400 · Minor Capital Outlay	490	7,833	30,547	(22,715)	26%
Total 30 · Fire	63,935	514,543	841,662	(327,119)	61%
40 · Community Services					
5401100 · Salaries & Wages					
5401135 · ACO/Code Enforcement Officer	3,784	32,164	47,757	(15,593)	67%
5401140 · Permit Clerk - Code	3,429	19,094	21,643	(2,549)	88%
5401180 · Merit Raises - Staff	0	0	2,083	(2,083)	0%
5401190 · Overtime	798	6,495	7,500	(1,005)	87%
Total 5401100 · Salaries & Wages	8,011	57,753	78,983	(21,230)	73%
5402100 · Employee Benefits					
5402110 · Group Insurance	973	7,672	15,399	(7,727)	50%
5402135 · TMRS	801	6,723	10,014	(3,291)	67%
5402160 · Worker's Compensation	0	358	392	(34)	91%
5402170 · Payroll Taxes	111	976	1,469	(493)	66%
5402190 · License	0	0	625	(625)	0%
Total 5402100 · Employee Benefits	1,884	15,729	27,899	(12,170)	56%
5402300 · Contractual Services					

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	May 2018	'Oct - May 2018	Budget	Budget	Thru May 67%
5402315 · Contract Building Inspections	4,002	20,072	43,800	(23,729)	46%
5402370 · Impound Fees	200	1,091	2,300	(1,209)	47%
Total 5402300 · Contractual Services	4,202	21,163	46,100	(24,938)	46%
5402600 · Special Expenses					
5402680 · Environmental Testing	0	61	1,800	(1,739)	3%
5402683 · Septic Tank Fee to State	0	10	100	(90)	10%
5402685 · Clean up Day	0	0	100	(100)	0%
5402687 · Abatement Nuisance	0	1,680	1,700	(20)	99%
Total 5402600 · Special Expenses	0	1,751	3,700	(1,949)	47%
5403100 · General Supplies					
5403110 · Office Supplies	0	34	50	(16)	68%
5403120 · Animal Care	0	58	150	(92)	38%
5403122 · Pet Supplies	0	406	600	(194)	68%
5403140 · Uniforms	0	205	600	(395)	34%
Total 5403100 · General Supplies	0	703	1,400	(697)	50%
5403400 · Maintenance Supplies & Parts					
5403460 · Miscellaneous	0	0	200	(200)	0%
Total 5403400 · Maintenance Supplies & Parts	0	0	200	(200)	0%
5404200 · Travel Expenses					
5404210 · Travel - Local	0	0	0	0	0%
5404220 · Professional Development	0	425	425	(0)	100%
5404270 · Vehicle Expenses	100	1,829	3,000	(1,171)	61%
Total 5404200 · Travel Expenses	100	2,254	3,425	(1,171)	66%
5405200 · Data Processing Expenses					
5405240 · Data Processing - Software	0	2,500	2,500	0	100%
Total 5405200 · Data Processing Expenses	0	2,500	2,500	0	100%



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	Current	Year to Date		\$ Over	% of Budget
	May 2018	'Oct - May 2018	Budget	(Under)	Thru May
				Budget	67%
5405300 · Printing Expense					
5405330 · Printing - Forms	0	0	400	(400)	0%
Total 5405300 · Printing Expense	0	0	400	(400)	0%
5405400 · Utilities					
5405415 · Cellular Phone	74	691	1,074	(383)	64%
Total 5405400 · Utilities	74	691	1,074	(383)	64%
5405600 · Insurance					
5405610 · Insurance - Property	0	8	10	(3)	75%
5405620 · Insurance - Liability	0	137	183	(46)	75%
5405640 · Insurance - Vehicle	0	47	63	(16)	75%
Total 5405600 · Insurance	0	192	256	(64)	75%
5405700 · Other Expenses					
5405765 · Miscellaneous	0	94	400	(306)	24%
Total 5405700 · Other Expenses	0	94	400	(306)	24%
5406400 · Minor Capital Outlay					
5406440 · Machinery & Equipment	0	1,000	1,000	0	100%
Total 5406400 · Minor Capital Outlay	0	1,000	1,000	0	100%
5407400 · Capitalized Assets					
5407450 · Vehicles	0	0	37,833	(37,833)	0%
Total 5406400 · Minor Capital Outlay	0	0	37,833	(37,833)	0%
Total 40 · Community Services	14,271	103,829	205,170	(101,341)	51%
45 · Solid Waste					
5455400 · Utilities					



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	May 2018	'Oct - May 2018	Budget	(Under)	Thru May
				Budget	67%
5455465 · Solid waste Pickup (Garbage)	20,026	157,946	235,734	(77,788)	67%
Total 5455400 · Utilities	20,026	157,946	235,734	(77,788)	67%
 Total 45 · Solid Waste	 20,026	 157,946	 235,734	 (77,788)	 67%
 50 · Streets					
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	1,141	1,882	(741)	61%
5502170 · Payroll Taxes	0	0	428	(428)	0%
5502190 · License	0	25	122	(97)	20%
Total 5502100 · Employee Benefits	0	1,166	12,898	(11,732)	9%
 5502200 · Special Services					
5502280 · NCTCOG- SWMP Fees	0	100	3,060	(2,960)	3%
Total 5502200 · Special Services	0	100	3,060	(2,960)	3%
 5502600 · Special Expenses					
5502620 · Emergency Clean Up	295	2,295	2,300	(5)	100%
Total 5502600 · Special Expenses	295	2,295	2,300	(5)	100%
 5503100 · General Supplies					

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

	Current	Year to Date		\$ Over	% of Budget
	May 2018	'Oct - May 2018	Budget	(Under)	Thru May
				Budget	67%
5503110 · Office Supplies	0	0	100	(100)	0%
5503140 · Uniforms	0	463	600	(137)	77%
Total 5503100 · General Supplies	0	463	700	(237)	66%
5503400 · Maintenance Supplies & Parts					
5503405 · Drainage Maintenance	0	0	500	(500)	0%
5503420 · Supplies - Street Signs	0	1,210	2,000	(790)	60%
5503460 · Miscellaneous	0	146	300	(154)	49%
Total 5503400 · Maintenance Supplies & Parts	0	1,355	2,800	(1,445)	48%
5504200 · Travel Expenses					
5504220 · Professional Development	0	90	500	(410)	18%
5504270 · Vehicle Expenses	136	1,598	6,000	(4,402)	27%
Total 5504200 · Travel Expenses	136	1,688	6,500	(4,812)	26%
5505300 · Printing Expense					
5505350 · Printing - Other	0	0	350	(350)	0%
Total 5505300 · Printing Expense	0	0	350	(350)	0%
5505400 · Utilities					
5505450 · Electricity	3,654	30,350	47,000	(16,650)	65%
Total 5505400 · Utilities	3,654	30,350	47,000	(16,650)	65%
5505500 · Repairs & Bldg Improvements					
5405520 · Repairs - Building	0	0	500	(500)	0%
5505540 · Repairs - Machinery & Equipment	72	1,994	2,500	(506)	80%
5505550 · Repairs - Vehicles	0	2,138	2,500	(362)	86%
5505560 · Repairs -Street Maint.& Repairs	1,428	11,761	50,000	(38,239)	24%
5505565 · Repairs - Infrastructure Drainage	52	1,652	3,000	(1,348)	55%
5505575 · Repairs - 50/50 Sidewalk Program	0	0	2,500	(2,500)	0%

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

	Current	Year to Date		\$ Over (Under)	% of Budget
	May 2018	'Oct - May 2018	Budget	Budget	Thru May 67%
5505590 · Repairs - Other	0	0	1,500	(1,500)	0%
Total 5505500 · Repairs & Bldg Improvements	1,552	17,546	62,500	(44,954)	28%
5505600 · Insurance					
5505620 · Insurance - Liability	0	1,340	1,787	(447)	75%
5505640 · Insurance - Vehicle	0	2,376	3,168	(792)	75%
Total 5505600 · Insurance	0	3,716	4,955	(1,239)	75%
5505700 · Other Expenses					
5505752 · Employment Screening	0	0	150	(150)	0%
Total 5505700 · Other Expenses	0	0	150	(150)	0%
5506400 · Minor Capital Outlay					
5506440 · Machinery & Equipment	0	326	2,500	(2,174)	13%
5506445 · Personal Protective Equipment	0	95	300	(205)	32%
5506490 · Other	78	428	850	(422)	50%
Total 5506400 · Minor Capital Outlay	78	850	3,650	(2,800)	23%
5507400 · Capitalized Assets					
5507440 · Machinery & Equipment	0	0	10,000	(10,000)	0%
5507460 · Infrastructure	0	0	453,380	(453,380)	0%
Total 5507400 · Capitalized Assets	0	0	463,380	(463,380)	0%
Total 50 · Streets	5,715	59,528	640,302	(580,774)	9%
60 · Parks					
5602400 · Rentals					
5602490 · Rental - Other	210	1,886	3,000	(1,114)	63%
Total 5602400 · Rentals	210	1,886	3,000	(1,114)	63%

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

	Current	Year to Date		\$ Over	% of Budget
	May 2018	'Oct - May 2018	Budget	(Under)	Thru May
				Budget	67%
<b>5602600 · Special Expenses</b>					
5602680 · Heritage Day	0	103	15,300	(15,197)	1%
5602690 · Special Events	910	4,277	5,000	(723)	86%
<b>Total 5602600 · Special Expenses</b>	<b>910</b>	<b>4,380</b>	<b>20,300</b>	<b>(15,920)</b>	<b>22%</b>
<b>5603400 · Maintenance Supplies &amp; Parts</b>					
5303410 · Supplies - Custodial	0	0	1,760	(1,760)	0%
5603460 · Miscellaneous	0	300	300	0	100%
<b>Total 5603400 · Maintenance Supplies &amp; Parts</b>	<b>0</b>	<b>300</b>	<b>2,060</b>	<b>(1,760)</b>	<b>15%</b>
<b>5605400 · Utilities</b>					
5605450 · Electricity	546	4,950	8,300	(3,350)	60%
<b>Total 5605400 · Utilities</b>	<b>546</b>	<b>4,950</b>	<b>8,300</b>	<b>(3,350)</b>	<b>60%</b>
<b>5605500 · Repairs &amp; Bldg Improvements</b>					
5605520 · Repairs - Building	0	0	250	(250)	0%
5605530 · REPAIRS-IMP OTHER THAN BLDGS	0	1,026	1,500	(474)	68%
<b>Total 5605500 · Repairs &amp; Bldg Improvements</b>	<b>0</b>	<b>1,026</b>	<b>1,750</b>	<b>(724)</b>	<b>59%</b>
<b>5605600 · Insurance</b>					
5605610 · Insurance - Property	0	199	265	(66)	75%
5605620 · Insurance - Liability	0	314	418	(105)	75%
<b>Total 5605600 · Insurance</b>	<b>0</b>	<b>512</b>	<b>683</b>	<b>(171)</b>	<b>75%</b>
<b>5605700 · Other Expenses</b>					
5605765 · Miscellaneous	456	538	540	(2)	100%
<b>Total 5605700 · Other Expenses</b>	<b>456</b>	<b>538</b>	<b>540</b>	<b>(2)</b>	<b>100%</b>
<b>5606400 · Minor Capital Outlay</b>					

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

	Current	Year to Date		\$ Over (Under)	% of Budget
	May 2018	'Oct - May 2018	Budget	Budget	Thru May 67%
5606410 · Land Improvements	0	1,074	6,800	(5,726)	16%
5606440 · Machinery & Equipment	0	202	2,000	(1,798)	10%
Total 5606400 · Minor Capital Outlay	0	1,277	8,800	(7,523)	15%
5607400 · Capitalized Assets					
5607425 - 4B EDC Master Park Plan	0	0	6,000	(6,000)	0%
5607415 - 4B EDC Monument Signs	0	0	30,000	(30,000)	0%
5607440 · Machinery & Equipment	0	0	6,000	(6,000)	0%
Total 5607400 · Capitalized Assets	0	0	42,000	(42,000)	0%
Total 60 · Parks	2,123	14,870	87,433	(72,563)	17%
Total Expenditures	212,265	1,858,042	3,827,749	(1,969,707)	49%
Net Change in Fund Balance	-90,580	758,999	0	758,999	100%



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

	Current	Year to Date		\$ Over (Under)	% of Budget Thru May
	May 2018	Oct - May 2018	Budget	Budget	67%
<b>Resources</b>					
4000400 · Charges for Services					
4000460 · Water Sales	55,747	483,890	920,296	(436,406)	53%
4000461 · Sewer Service	50,127	266,962	399,708	(132,746)	67%
4000465 · Water & Sewer Penalties	1,144	9,742	17,985	(8,243)	54%
4000471 · Reconnect Fees	205	3,105	5,400	(2,295)	57%
4000472 · Meters	950	2,950	3,700	(750)	80%
4000473 · Connect Fees	300	1,900	3,000	(1,100)	63%
4000478 · Infrastructure Improvement Fee	6,367	44,168	68,724	(24,556)	64%
4000480-Solid Waste Fees (Garbage)	0	0	0	0	0%
<b>Total 4000400 · Charges for Services</b>	<b>114,839</b>	<b>812,717</b>	<b>1,418,813</b>	<b>(606,096)</b>	<b>57%</b>
4000800 · Other Revenue					
4000880 · Capital Rec Fee	3,750	20,000	37,500	(17,500)	53%
4000840 · Interest Earned	286	2,147	2,900	(753)	74%
4000890 · Misc Other Revenue	78,389	78,389	0	78,389	100%
4000911 · Decrease in Fund Balance	0	0	79,795	(79,795)	0%
<b>Total 4000800 · Other Revenue</b>	<b>82,425</b>	<b>100,536</b>	<b>120,195</b>	<b>(19,659)</b>	<b>84%</b>
<b>Total Resources</b>	<b>197,264</b>	<b>913,253</b>	<b>1,539,008</b>	<b>(625,755)</b>	<b>59%</b>
<b>Expense</b>					
70 · Administration					
5701100 · Salaries & Wages					
5701110 · City Administrator	0	14,683	26,250	(11,567)	56%
5701115 · City Secretary	0	8,750	14,750	(6,000)	59%
5701117 · Finance Accountant	0	7,278	13,113	(5,835)	56%
5701120 · Admin. Support	0	4,998	9,012	(4,014)	55%
5701130 · Public Works Director	4,573	38,873	57,722	(18,849)	67%
5701180 · Merit Raises, Staff	0	0	3,626	(3,626)	0%

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

	Current	Year to Date		\$ Over (Under)	% of Budget Thru May
	May 2018	Oct - May 2018	Budget	Budget	67%
Total 5701100 · Salaries & Wages	4,573	74,582	124,473	(49,891)	60%
5702100 · Employee Benefits					
5702110 · Group Insurance	612	5,744	7,767	(2,023)	74%
5702135 · TMRS	459	3,869	5,879	(2,010)	66%
5702160 · Workers Compensation	0	683	849	(166)	80%
5702170 · Payroll Taxes	66	560	863	(303)	65%
Total 5702100 · Employee Benefits	1,137	10,856	15,358	(4,502)	71%
5702200 · Special Services					
5702240 · Audit	0	7,637	7,650	(13)	100%
5702250 · Accounting	0	900	900	0	100%
Total 5702200 · Special Services	0	8,537	8,550	(13)	100%
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	156	800	(644)	20%
Total 5703100 · General Supplies	0	156	800	(644)	20%
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%

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

	Current	Year to Date		\$ Over (Under)	% of Budget Thru May
	May 2018	Oct - May 2018	Budget	Budget	67%
<b>5705200 · Data Processing Expenses</b>					
5705230 · Data Processing - Maintenance & Repair	100	1,670	1,571	99	106%
5705240 · Data Processing - Software	0	2,500	28,188	(25,688)	9%
<b>Total 5705200 · Data Processing Expenses</b>	<b>100</b>	<b>4,170</b>	<b>29,759</b>	<b>(25,589)</b>	<b>14%</b>
 <b>5705300 · Printing Expense</b>					
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)</b>	<b>0%</b>
 <b>5705400 · Utilities</b>					
5705410 · Telephone	112	896	1,350	(454)	66%
5705415 · Cellular Phone	113	904	1,360	(456)	66%
5705417 · Internet	160	1,280	1,930	(650)	66%
<b>Total 5705400 · Utilities</b>	<b>385</b>	<b>3,080</b>	<b>4,640</b>	<b>(1,560)</b>	<b>66%</b>
 <b>5705700 · Other Expenses</b>					
5705705 · Postage	500	3,725	6,225	(2,500)	60%
5705740 · Advertising	0	0	100	(100)	0%
5705760 · Bank Service Charge	11	123	250	(128)	49%
5705765 · Miscellaneous	0	86	100	(14)	86%
<b>Total 5705700 · Other Expenses</b>	<b>511</b>	<b>3,934</b>	<b>6,675</b>	<b>(2,741)</b>	<b>59%</b>
 <b>5706400 · Minor Capital Outlay</b>					
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)</b>	<b>0%</b>
 <b>5709000 · Reserve</b>					
5708215 · Admin. Exp. to General Fund	0	11,862	23,724	(11,862)	50%
5709002 · Capital Improv. Water/Sewer Reserve	0	0	58,700	(58,700)	0%

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

	Current	Year to Date		\$ Over (Under)	% of Budget Thru May
	May 2018	Oct - May 2018	Budget	Budget	67%
5709010 · Administrative Reserves	0	0	23,325	(23,325)	0%
Total 5709000 · Reserve	0	11,862	105,749	(93,887)	11%
 Total 70 · Administration	 6,705	 117,396	 302,404	 (185,008)	 39%
 75 · Water					
5751100 · Salaries & Wages					
5751133 · Superintendent	3,616	30,736	45,636	(14,900)	67%
5751170 · Salary Increase	0	0	1,370	(1,370)	0%
5751190 · Overtime	356	763	2,000	(1,237)	38%
Total 5751100 · Salaries & Wages	3,972	31,499	49,006	(17,507)	64%
 5751400 · Support Salaries					
5751405 · Support Staff	2,061	18,424	30,322	(11,898)	61%
5751415 · Maintenance Crew	4,560	46,219	84,989	(38,770)	54%
5751430 · Seasonal Crew	0	0	3,000	(3,000)	0%
5751450 · Certification Pay	92	785	1,200	(415)	65%
5751480 · Merit Raises	0	0	4,840	(4,840)	0%
5751490 · Overtime	420	2,809	4,000	(1,191)	70%
5751500 · Water - On Call	150	1,250	1,550	(300)	81%
Total 5751400 · Support Salaries	7,284	69,487	129,901	(60,414)	53%
 5752100 · Employee Benefits					
5752110 · Group Insurance	2,555	21,073	38,057	(16,984)	55%
5752135 · TMRS	1,114	9,924	16,544	(6,620)	60%
5752160 · Worker's Compensation	0	3,227	4,240	(1,014)	76%
5752170 · Payroll Taxes	160	1,487	2,427	(940)	61%
5752190 · Licenses	0	200	722	(522)	28%
Total 5752100 · Employee Benefits	3,830	35,911	61,990	(26,079)	58%



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

	Current	Year to Date		\$ Over (Under)	% of Budget Thru May
	May 2018	Oct - May 2018	Budget	Budget	67%
<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%
<b>Total 5752300 · Contractual Services/Personnel</b>	0	6,826	15,150	(8,324)	45%
<b>5752400 · Rentals</b>					
5752420 · Rental - Machinery & Equipment	0	205	250	(45)	82%
<b>Total 5752400 · Rentals</b>	0	205	250	(45)	82%
<b>5752500 · Operating Services</b>					
5752580 · Water Testing	391	2,182	5,600	(3,418)	39%
5752590 · TCEQ Fees	0	2,977	3,500	(523)	85%
<b>Total 5752500 · Operating Services</b>	391	5,159	9,100	(3,941)	57%
<b>5753100 · General Supplies</b>					
5753140 · Uniforms	234	1,996	2,400	(404)	83%
<b>Total 5753100 · General Supplies</b>	234	1,996	2,400	(404)	83%
<b>5753400 · Maintenance Supplies &amp; Parts</b>					
5753460 · Miscellaneous	13	13	300	(287)	4%
<b>Total 5753400 · Maintenance Supplies &amp; Parts</b>	13	13	300	(287)	4%
<b>5754200 · Travel Expenses</b>					
5754220 · Professional Development	519	719	750	(31)	96%
5754270 · Vehicle Expenses	364	3,657	9,500	(5,843)	38%
<b>Total 5754200 · Travel Expenses</b>	882	4,376	10,250	(5,874)	43%
<b>5755200 · Data Processing Expenses</b>					
5755240 · Data Processing - Software	0	3,700	3,700	0	100%



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

	Current	Year to Date		\$ Over (Under)	% of Budget Thru May
	May 2018	Oct - May 2018	Budget	Budget	67%
Total 5755200 · Data Processing Expenses	0	3,700	3,700	0	100%
5755300 · Printing Expenses					
5755310 · Copier Expense	0	1,441	3,000	(1,559)	48%
5755350 · Printing - Other	0	1,264	2,500	(1,236)	51%
Total 5755300 · Printing Expenses	0	2,706	5,500	(2,794)	49%
5755400 · Utilities					
5755415 · Cellular Phone	16	126	188	(62)	67%
5755450 · Electricity	1,442	14,185	27,000	(12,815)	53%
5755460 · Water, wholesale	28,687	230,017	441,905	(211,888)	52%
Total 5755400 · Utilities	30,145	244,328	469,093	(224,765)	52%
5755500 · Repairs & Building Improvements					
5755540 · Repairs- Machinery & Equipment	65	2,390	3,000	(610)	80%
5755550 · Repairs - Vehicles	(69)	1,200	2,000	(800)	60%
5755570 · Inventory Expense	1,733	8,369	13,000	(4,631)	64%
5755580 · Water Chemical Expense	867	5,356	8,500	(3,144)	63%
5755590 · Repairs - Other	269	2,143	3,000	(857)	71%
Total 5755500 · Repairs & Building Improvements	2,865	19,458	29,500	(10,042)	66%
5755600 · Insurance					
5755610 · Insurance - Property	0	2,334	3,112	(778)	75%
5755620 · Insurance - Liability	0	951	1,268	(317)	75%
5755640 · Insurance - Vehicle	0	1,489	1,985	(496)	75%
Total 5755600 · Insurance	0	4,774	6,365	(1,591)	75%
5755700 · Other Expenses					
5755752 · Employment Screening	0	145	150	(5)	97%
Total 5755700 · Other Expenses	0	145	150	(5)	97%

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

	Current	Year to Date		\$ Over (Under)	% of Budget Thru May
	May 2018	Oct - May 2018	Budget	Budget	67%
5756400 · Minor Capital Outlay					
5756440 · Machinery & Equipment	0	0	2,000	(2,000)	0%
5756490 · Other	0	319	500	(181)	64%
Total 5756400 · Minor Capital Outlay	0	319	2,500	(2,181)	13%
5757400 · Capitalized Assets					
5757440 · Machinery & Equipment	0	2,223	6,000	(3,777)	37%
5757470 · Infrastructure - Water	12,638	37,835	58,107	(20,272)	65%
Total 5757400 · Capitalized Assets	12,638	40,058	64,107	(24,049)	62%
5757900 · Long-Term Debt					
5758225 · Admin. Expense to Debt Fund	0	5,186	10,372	(5,186)	50%
Total 5757900 · Long-Term Debt	0	5,186	10,372	(5,186)	50%
Total 75 · Water	62,253	476,144	869,634	(393,490)	55%
80 · Sewer					
5801400 · Support Salaries					
5801405 · Support Staff	0	9,170	17,322	(8,152)	53%
5801415 · Maintenance Crew	2,970	25,242	37,482	(12,240)	67%
5801450 · Certification Pay	92	785	1,210	(425)	65%
5801480 · Merit Raises	0	0	2,025	(2,025)	0%
5801490 · Overtime	320	1,072	2,500	(1,428)	43%
5801500 · Sewer - On Call	50	400	600	(200)	67%
Total 5801400 · Support Salaries	3,432	36,668	61,139	(24,471)	60%
5802100 · Employee Benefits					
5802110 · Group Insurance	612	5,664	7,630	(1,966)	74%
5802135 · TMRS	337	2,671	4,114	(1,443)	65%

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

	Current	Year to Date		\$ Over (Under)	% of Budget Thru May
	May 2018	Oct - May 2018	Budget	Budget	67%
5802160 · Worker's Compensation-Sewer	0	683	849	(166)	80%
5802170 · Payroll Taxes	49	391	604	(213)	65%
5802190 · Licenses	333	483	650	(167)	74%
Total 5802100 · Employee Benefits	1,330	9,893	13,847	(3,954)	71%
5802300 · Contractual Services/Personnel					
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	1,614	7,017	9,618	(2,601)	73%
Total 5802500 · Operating Services	1,614	7,017	9,618	(2,601)	73%
5803100 · General Supplies					
5803140 · Uniforms	0	599	600	(1)	100%
Total 5803100 · General Supplies	0	599	600	(1)	100%
5803400 · Maintenance Supplies & Parts					
5803460 · Miscellaneous	0	22	500	(478)	4%
Total 5803400 · Maintenance Supplies & Parts	0	22	500	(478)	4%
5804200 · Travel Expenses					
5804220 · Professional Development	0	332	500	(168)	66%
5804270 · Vehicle Expense	338	1,200	1,200	0	100%
Total 5804200 · Travel Expenses	338	1,532	1,700	(168)	90%
5805400 · Utilities					
5805450 · Electricity	149	1,370	3,000	(1,630)	46%
5805463 · TRA Wastewater Treatment	20,400	155,630	253,800	(98,170)	61%
Total 5805400 · Utilities	20,549	157,000	256,800	(99,800)	61%
5805500 · Repairs & Bldg Improvements					

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

	Current	Year to Date		\$ Over (Under)	% of Budget Thru May
	May 2018	Oct - May 2018	Budget	Budget	67%
5805510 · Repairs - Land Improvements	0	0	1,000	(1,000)	0%
5805540 · Repairs - Machinery & Equipment	0	2,412	5,500	(3,088)	44%
5805570 · Inventory Expense	83	1,698	2,000	(302)	85%
5805590 · Repairs - Other	0	113	600	(487)	19%
<b>Total 5805500 · Repairs &amp; Bldg Improvements</b>	<b>83</b>	<b>4,223</b>	<b>9,100</b>	<b>(4,877)</b>	<b>46%</b>
<b>5805600 · Insurance</b>					
5805610 · Insurance - Property	0	49	65	(16)	75%
5805620 · Insurance - Liability	0	713	950	(238)	75%
5805640 · Insurance - Vehicle	0	413	551	(138)	75%
<b>Total 5805600 · Insurance</b>	<b>0</b>	<b>1,175</b>	<b>1,566</b>	<b>(392)</b>	<b>75%</b>
<b>5805700 · Other Expenses</b>					
5805752 · Employment Screening	0	100	100	0	100%
<b>Total 5805700 · Other Expenses</b>	<b>0</b>	<b>100</b>	<b>100</b>	<b>0</b>	<b>100%</b>
<b>5807400 · Capitalized Assets</b>					
5807440 · Machinery & Equipment	0	0	10,000	(10,000)	0%
<b>Total 5807400 · Capitalized Assets</b>	<b>0</b>	<b>0</b>	<b>10,000</b>	<b>(10,000)</b>	<b>0%</b>
<b>Total 80 · Sewer</b>	<b>27,346</b>	<b>218,228</b>	<b>366,970</b>	<b>(148,742)</b>	<b>59%</b>
<b>Total Expense</b>	<b>96,304</b>	<b>811,768</b>	<b>1,539,008</b>	<b>(727,240)</b>	<b>53%</b>
<b>Net Change in Fund Balance</b>	<b>100,960</b>	<b>101,485</b>	<b>0</b>	<b>101,485</b>	<b>100%</b>

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

	Current	Year to Date		\$ Over (Under)	% of Budget
	May 2018	Oct - May 2018	Budget	Budget	Thru May 67%
<b>Revenues</b>					
4000100 · Taxes					
4000107 · Ad Valorem, Current I & S	3,497	549,558	548,275	1,283	100%
4000106 · Ad Valorem, Current I&S New and Imp		-	17,453	(17,453)	0%
4000111 · Ad Valorem, Delinquent I & S	396	4,520	-	4,520	100%
4000114 · Interest/Penalties - I & S	366	2,163	-	2,163	100%
Total 4000100 · Taxes	4,258	556,241	565,728	(9,487)	98%
4000800 · Other Revenue					
4000840 · Interest Earned	243	984	550	434	179%
4000930 · Admin.Rev.Rec.Fr Water & Sewer	-	5,186	10,372	(5,186)	50%
Total 4000800 · Other Revenue	243	6,170	10,922	(4,752)	56%
Total Revenues	4,502	562,411	576,650	(14,239)	98%
<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	-	93,075	186,150	(93,075)	50%
Total 5157900 · Long-Term Debt	-	93,075	576,650	(483,575)	16%
Total Expenditures	-	93,075	576,650	(483,575)	16%
Net Change in Fund Balance	4,502	469,336	-	469,336	100%



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

	Current	Year to Date		\$ Over	% of Budget
		Oct -May 2018		(Under)	Thru May
	May 2018		Budget	Budget	67%
<b>Revenues</b>					
4000800 · Other Revenue					
4000840 - Texpool	0	2	4	(2)	61%
4000845 · Interest Earned - Texstar	2	13	10	3	126%
4000850 · Interest Earned - Prosperity	57	335	467	(132)	72%
4000990 - Reduction In Fund Balance	0	0	0	0	0%
Total 4000800 · Other Revenue	59	350	481	(131)	73%
 Total Revenues	 59	 350	 481	 (131)	 73%
<b>Expense</b>					
5879000 · Reserves					
5879010 · Admin Reserves	0	0	481	(481)	0%
Total 5879000 · Reserves	0	0	481	(481)	0%
 Total Expense	 0	 0	 481	 (481)	 0%
 Change in Net Position	 59	 350	 0	 350	 100%

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

	Current	Year to Date		\$ Over	% of Budget
	May 2018	'Oct -May 2018	Budget	(Under)	Thru May
				Budget	67%
<b>Revenues</b>					
4000400 · Charges for Services					
4000460 · Park Impact	1,004	6,370	8,613	(2,243)	74%
Total 4000400 · Charges for Services	1,004	6,370	8,613	(2,243)	74%
4000800 · Other Revenue					
4000840 · Interest Earned	31	168	180	(12)	93%
Total 4000800 · Other Revenue	31	168	180	(12)	93%
Total Revenues	1,034	6,538	8,793	(2,255)	74%
<b>Expenditures</b>					
5606400 · Minor Capital Outlay					
5606410 · Land Improvements	0	0	500	(500)	0%
Total 5606400 · Minor Capital Outlay	0	0	500	(500)	0%
5607400 · Capitalized Assets					
5607440 · Capital Machinery & Equipment	1,017	1,017	1,675	(658)	61%
Total 5607400 · Capitalized Assets	1,017	1,017	1,675	(658)	61%
5609000 · Reserves					
5609035 · Park Impact Reserves	0	0	6,618	(6,618)	0%
Total 5609000 · Reserves	0	0	6,618	(6,618)	0%
Total Expenditures	1,017	1,017	8,793	(7,776)	12%
Net Change in Fund Balance	17	5,520	0	5,520	100%

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

	Current	Year to Date		\$ Over	% of Budget
	May 2018	'Oct -May 2018	Budget	(Under)	Thru May
				Budget	67%
<b>Revenues</b>					
4000400 · Charges for Services					
4000476 - Water Impact Fee	6,404	17,992	2,107	15,885	854%
4000477 · Sewer Impact Fee	0	21,902	54,756	(32,854)	40%
Total 4000400 · Charges for Services	6,404	39,895	56,863	(16,968)	70%
4000800 · Other Revenue					
4000840 · Interest Earned	16	234	205	29	114%
Total 4000800 · Other Revenue	16	234	205	29	114%
Total Revenues	6,420	40,129	57,068	(16,939)	70%
<b>Expense</b>					
5857400 - Capitalized Assets					
5857470 - Water Lines	0	50,546	50,000	546	101%
Total 5857400 - Capitalized Assets	0	50,546	50,000	546	101%
5859000 · Reserves					
5859030 · Sewer Impact Fees Reserve	0	0	7,068	(7,068)	0%
Total 5859000 · Reserves	0	0	7,068	(7,068)	0%
Total Expense	0	50,546	57,068	(6,523)	89%
Change in Net Position	6,420	(10,417)	0	(10,417)	100%

# Ovilla 4B Economic Development Corporation

## Actual vs Budget Review

FY October 2017 through September 2018

	Current	Year to Date		\$ Over	% of Budget
	May 2018	'Oct -May 2018	Budget	(Under)	Thru May
				Budget	67%
<b>Revenues</b>					
4000100 · Taxes					
4000120 · Sales tax	12,590	73,557	100,800	(27,243)	73%
Total 4000100 · Taxes	12,590	73,557	100,800	(27,243)	73%
4000800 · Other Revenue					
4000840 · Interest Income	209	1,503	1,340	163	112%
4000990 · Reduction in Fund Balance	0	0	30,000	(30,000)	0%
Total 4000800 · Other Revenue	209	1,503	31,340	(29,837)	5%
<b>Total Revenues</b>	<b>12,799</b>	<b>75,060</b>	<b>132,140</b>	<b>(57,080)</b>	<b>57%</b>
<b>Expenditures</b>					
8102200 · Special Services					
8102230 · Legal Fees	0	0	500	(500)	0%
8102240 · Audit	0	1,600	1,600	0	100%
Total 8102200 · Special Services	0	1,600	2,100	(500)	76%
8102300 · Consultant Services					
8102310 · Consultant Fees	0	0	6,000	(6,000)	0%
Total 8102300 · Consultant Services	0	0	6,000	(6,000)	0%
8103100 · General Supplies					
8103110 · Office Supplies	0	138	100	38	138%
Total 8103100 · General Supplies	0	138	100	38	138%
8104200 · Travel Expense					
8104210 · Travel Expense	0	0	1,000	(1,000)	0%
8104220 · Professional Development	0	0	2,300	(2,300)	0%
Total 8104200 · Travel Expense	0	0	3,300	(3,300)	0%

Ovilla 4B Economic Development Corporation

Actual vs Budget Review

FY October 2017 through September 2018

	Current	Year to Date		\$ Over	% of Budget
				(Under)	Thru May
	May 2018	'Oct -May 2018	Budget	Budget	67%
8105300 - Printing					
8105320 - Printing Expense	0	0	300	(300)	0%
Total 8105300 - - Printing	0	0	300	(300)	0%
8105600 - Insurance					
8105620 - Insurance - Liability	0	204	272	(68)	75%
Total 8105600 - Insurance	0	204	272	(68)	75%
8105700 - Other Expenses					
8105705 - Postage	0	0	100	(100)	0%
8105730 - Memberships	0	3,850	3,850	0	100%
8105740 - Advertising	0	4,065	4,800	(735)	85%
Total 8105700 - Other Expenses	0	7,915	8,750	(835)	90%
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	78,818	(78,818)	0%
8109215 - Admin. Expense to General Fund	0	1,250	2,500	(1,250)	50%
Total 8109000 - Reserves	0	1,250	81,318	(80,068)	2%
Total Expenditures	0	11,107	132,140	(121,033)	8%
Net Change in Fund Balance	12,799	63,953	0	63,953	100%



# Ovilla Municipal Development District

## Actual vs Budget Review

FY October 2017 through September 2018

	Current	Year to Date		\$ Over	% of Budget
	May 2018	'Oct - May 2018	Budget	(Under)	Thru May
				Budget	67%
<b>Revenues</b>					
4000100 · Taxes					
4000120 · Sales tax	5,590	36,104	50,500	(14,396)	71%
Total 4000100 · Taxes	5,590	36,104	50,500	(14,396)	71%
4000800 · Other Revenue					
4000840 · Interest Income	86	628	600	28	105%
Total 4000800 · Other Revenue	86	628	600	28	105%
Total Revenues	5,676	36,732	51,100	(14,368)	72%
<b>Expenditures</b>					
9102200 · Special Services					
9102240 · Audit	0	1,600	1,600	0	100%
Total 9102200 · Special Services	0	1,600	1,600	0	100%
9103100 · General Supplies					
9103110 · Office Supplies	0	0	100	(100)	0%
Total 9103100 · General Supplies	0	0	100	(100)	0%
9105600 · Insurance					
9105620 · Insurance - Liability	0	204	272	(68)	75%
Total 9105600 · Insurance	0	204	272	(68)	75%
9109000 · Reserves					
9109015 · Administrative Reserves	0	0	48,628	(48,628)	0%
9109215 · Admin. Expense to General Fund	0	250	500	(250)	50%
Total 9109000 · Reserves	0	250	49,128	(48,878)	1%
Total Expenditures	0	2,054	51,100	(49,046)	4%
Net Change in Fund Balance	5,676	34,678	0	34,678	100%

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

	Current	Year to Date		\$ Over (Under)	% of Budget
	May 2018	'Oct - May 2018	Budget	Budget	Thru May 67%
<b>Revenues</b>					
4000991 · Insurance Contributions					
4000991 Insurance Contributions	938	131,682	0	131,682	100%
Total 4000991 · Insurance Contributions	938	131,682	0	131,682	100%
4000800 - Other Income					
4000840 - Interest Income	0	7	0	7	100%
Total Revenues	938	131,689	0	131,689	100%
<b>Expenditures</b>					
5902110 · Benefit Premiums					
5902110 · Benefit Premiums	938	131,589	0	131,589	100%
Total 5902110 · Insurance	938	131,589	0	131,589	100%
Total Expenditures	938	131,589	0	131,589	100%
Net Change in Fund Balance	0	100	0	100	100%

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

	Current	Year to Date		\$ Over	% of Budget
	May 2018	'Oct - May 2018	Budget	(Under)	Thru May
				Budget	67%
<b>Revenues</b>					
4000800 · Other Revenue					
4000815 · Gifts	0	1,320	0	1,320	100%
Total 4000800 · Other Revenue	0	1,320	0	1,320	100%
 Total Revenues	0	1,320	0	1,320	100%
 <b>Expenditures</b>					
5333400 · Maintenance Supplies and Parts					
5333460 · Supplies - Miscellaneous	0	0	0	0	0%
Total 5333400 · Maintenance Supplies and Parts	0	0	0	0	0%
 Total Expenditures	0	0	0	0	0%
 Net Change in Fund Balance	0	1,320	0	1,320	100%

Ovilla Police Department Special Fund

**Actual vs Budget Review**

FY October 2017 through September 2018

	Current	Year to Date	Budget	\$ Over (Under)	% of Budget Thru May
	May 2018	'Oct-May 2018		\$ Over Budget	67%
Revenues					
4000800 · Other Revenue					
4000815 · Gifts	0	100	0	100	100.0%
Total 4000800 · Other Revenue	0	100	0	100	100.0%
Total Revenues	0	100	0	100	100.0%
Expenditures					
5232600 · Special Expenses					
5232690 · Special Expenses - Other	0	0	0	0	0.0%
Total 5232600 · Special Expenses	0	0	0	0	0.0%
Total Expenditures	0	0	0	0	0.0%
Net Income	0	100	0	100	100%

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**

	June 2018	June.2018 YTD	June.2017	
Calls For Service				
Complaint (Nuis 27 Permit 3,Parking 11)	41	228	64	
Follow up (Nuis 21 Permit 3 Park 11)	47	247	70	
Door Notice (Nui -10, Permit-2, Parking 7)	19	126	36	
Mail Notice ( Park 5 nuis 17 perm 22 j v3 )	28	84	33	
Posted Property (nuisance 6 )	14	69	13	
Court -Fta 2 Junk Veh,Parking, 1-Gulty Nuis	\$179	\$1,191	\$1,084	
Citizen Contacts	63	287	71	
Permits Reviewed	18	77	17	
Permits Issued	11	45	14	
Inspections	14	77	28	
Nuisance Abated by City	1	1	0	
Nuisance Signs (Garage sale-11 business 20 )	31	231	34	
Board of Adjustment	0	5	0	



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**

	June.2018	Jun.2018 YTD	Jun.2017	
Calls For Service				
Complaint (Regist-22 At Large 9 Bark 2)	28	181	39	
Folow up	34	213	44	
Door Notice (Regis-22, Bark 2 at large2 )	19	131	30	
Impounded Animal (Dog 9,cat 4 )	8	74	7	
Animal welfare check	4	38	4	
Impound Results (Transport 8 Ret to own 5)	9	66	5	
Impound fee collected	\$160	\$940	70	
Court 1 at large guilty plea	\$0	\$381	0	
Citizen Contacts	38	164	62	
Animal registration \$300	25	126	15	
Registration Letter Mailed	5	129	26	
Nuisance letter -3 barking 2 At large	2	16	1	
Animals released 1 skunk	1	6	2	
Deceased removed	17	98	23	
Oak Leaf - 7 call ( 1 trap 4 cats 2 dogs)	7	16	0	
Traps Checked Out	4	28	4	

# Ovilla Municipal Court Report

<b>FY-2017-2018</b>	<b>Total Traffic Cases Filed</b>	<b>City Ordinance Filed</b>	<b>Total Revenue</b>	<b>Amount Kept by City</b>	<b>Amount sent to State</b>	<b>Warrants Issued</b>	<b>Warrants Cleared</b>	<b>Uncontested Disposition</b>	<b>Defensive Driving</b>	<b>Deferred Disposition</b>	<b>Compliance Dismissals</b>	<b>Trial</b>
<b>October</b>	104	3	\$22,685.48	\$12,583.85	\$10,101.63	23	11	40	28	40	6	0
<b>November</b>	43	3	\$15,166.44	\$9,252.74	\$5,913.70	12	26	31	25	28	4	0
<b>December</b>	119	0	\$13,100.10	\$7,642.71	\$5,457.39	43	13	32	21	19	2	0
<b>January</b>	165	0	\$20,725.22	\$12,793.73	\$7,931.49	19	14	51	33	64	3	0
<b>February</b>	106	1	\$28,555.12	\$16,945.95	\$11,609.17	15	19	41	24	23	2	0
<b>March</b>	43	0	\$17,757.45	\$11,456.59	\$6,300.86	14	23	24	21	55	1	0
<b>April</b>	121	0	\$19,184.03	\$12,438.50	\$6,745.53	0	19	39	14	44	0	0
<b>May</b>	137	1	\$23,331.79	\$14,583.42	\$8,748.37	27	7	36	27	22	1	0
<b>June</b>	129	3	\$19,622.70	\$11,954.76	\$7,667.94	28	4	38	13	26	3	0
<b>July</b>												
<b>August</b>												
<b>September</b>												
<b>Totals</b>	<b>967</b>	<b>11</b>	<b>\$180,128.33</b>	<b>\$109,652.25</b>	<b>\$70,476.08</b>	<b>181</b>	<b>136</b>	<b>332</b>	<b>206</b>	<b>321</b>	<b>22</b>	<b>0</b>

2016-2017 FY

<b>June</b>	132	0	\$21,481.04	\$13,706.73	\$7,774.31	50
<b>FY Totals</b>	1049	20	\$200,251.32	\$117,201.63	\$83,049.69	219



To: Mayor and City Council Members  
From: John R. Dean, City Manager  
Date: 7/2/2018

Re: City Manager's Monthly Report (June)

Hidden Valley Estates: All easements have been approved. Working on the TRA entry point for the sewer connection.

Rose Pearl: Council accepted the Rose Pearl property along the south side of Red Oak Creek Road.

Parks Master Plan: At the Joint Meeting on June 18<sup>th</sup> the results of the survey and the draft plan. The group recommended some changes There is a joint meeting scheduled July 2<sup>nd</sup> for the group to review the plan again and make a possible recommendation to the City Council.

Personnel Policy Review: We have completed the review and are making revisions for your consideration.

Street Information:

Suburban: Suburban has been completed.

Ovilla Oaks: Prep work completed.

Highview: Completed.

East Highland: Approved to apply "Chiplock".

Willow Wood and Greenwood: Council approved both to be rehabbed.

Warranty Expiration:

Bryson Manor Phase I-May 2, 2018 - Scheduled to have warranty work performed.

Cockrell Hill Road-August 25, 2018

Water Street-December 20, 2018

Lariat Trail-December 20, 2018

Non-Concrete Streets More than 10 Years Since Last Rehab:

Street Name	Composition	Date of Rehabilitation	Type of Rehabilitation
Slippery Elm Dr	Chip Seal	FY 2019	(Shared City/County)
Dusty Oak Trail	HMAC	FY 2019	
Holly Ln	HMAC	FY 2019	
Westlawn Dr	HMAC	FY 2019	
Hollingsworth Ln	Chip Seal	FY 2020	
Bill Ct	HMAC	FY 2020	
Bruce Ct	HMAC	FY 2020	
William Dr	HMAC	FY 2020	

We added these streets to the Capital Improvement Program. We did not put all of these streets in one year because we cannot maintain spending close to \$500,000 on streets a year. We are certain future street improvements will be considerably costlier.

Integrated Software Transition: We are still working to transition the Financials.

Engineering RFQ: Working on an agreement with Eikon for engineering services.

Technology Upgrades: The desktop computers have been fielded.

FY 2019 Budget: MSAC met on June 12<sup>th</sup> and the first budget workshop was held on June 28<sup>th</sup>.

AT&T Water Tower Lease: AT&T has contacted me about renewing the lease agreement on the space they lease for their communications equipment on the elevated water storage tower. The have given me a counter offer. This Item will be on the agenda for consideration in July.

Strategic Guide: I have developed an Incentive Policy and Matching Grant Program that has been approved by the EDC. These will be presented for your consideration in July.

ACO Vehicle: The vehicle and equipment has been ordered. The vehicle is scheduled to be completed in July.

Solid Waste RFP: I have drafted a solid waste RFP for your consideration to solicit for solid waste services. The current agreement expires December 1<sup>st</sup>, 2018. The RFP has been emailed to you for your review and comments.

Board Appointments: We still have not received enough applications to fill our vacant board positions. I have heard that some of our meeting times are too early for many to make the meetings. One solution may be to change the meeting days of some of our early meetings. The first three Mondays of each month are full on scheduled meetings. Tuesday or Thursday may be a good option for some of our boards.

EDC members: Gary Jones has resigned from the board and another member has notified us that he will be moving soon.

#### Projects in Progress:

City Facilities connected to sewer:

- Easement talks on going with property owner.
- We should consider a more permanent solution to connect city facilities to sewer. There were plans drawn up in 2008 for a line to be placed in front of the City facilities and run north along Cockrell Hill. This line is also identified in the Capital Projects in the current impact fee update.

#### Monument Signs:

- We have ordered the installation of the signs and the project should take 8-10 weeks to complete.

#### Council Chamber Technology:

- NetGenius is developing a plan to make technology upgrades to the Chambers.

Fire Station Improvements:

- Chief Kennedy has been in contact with several painters (specifically) and they have looked at the project. This task has been passed to Chief Lindsey with instruction to complete the task.
- The doors have been installed.

Upcoming Items

- City Council Meeting (Budget Workshop) – Thursday, July 5th, 2018 at 5:00 pm
- City Council Meeting – Monday, July 9th, 2018 at 6:00 pm

City Manager Time Away: I will be out of the office on vacation on July 6<sup>th</sup>, 2018.

Respectfully Submitted,

John R. Dean, Jr.  
City Manager





To: Mayor and City Council Members  
From: John R. Dean, City Manager  
Date: 6/18/2018

Re: City Manager's Bi-weekly Update

Hidden Valley Estates: Preliminary plat was approved by both P&Z and Council. Plans for the Sanitary sewer have been approved by Birkhoff. We met with the developer again and they are finalizing a couple of items regarding the sewer line. They have been informed that the final plat and development agreement will need to be finalized prior to construction beginning. The developer had not realized our Code required those things to be completed before construction. He said that he had never had a final plat approved until all of infrastructure improvements had been completed. There is one easement left to get for the sewer line and it is one across the Rose Pearl Property. If the City accepts the property, the City can provide the easement.

Rose Pearl: Rose Pearl would like to give to the City the 6.4 acres of property along the south side of Red Oak Creek Road. This property sets just south of the proposed Hidden Valley Estates development. We have the Quitclaim Deed for City Council to consider accepting the property.

Parks Master Plan: Park Board and EDC will review a draft plan on Jun 18<sup>th</sup>.

Joint Parks Board and EDC Meeting: Park Board and EDC will review and provide comment on a draft plan on Jun 18<sup>th</sup>. The boards will collectively consider recommending a plan to City Council.

Personnel Policy Review: We have completed the review and are making revisions for your consideration. The goal is present this to Council in July.

Street Information:

Paving Suburban: Suburban work is complete.

Ovilla Oaks: Work has begun.

East Highland: Approved to apply "Chiplock".

Highview: Approved to be overlayed.

Paving of Willowwood and Greenwood: This action was approved at the May 14<sup>th</sup> City Council meeting. Work will be done later in the FY.

Warranty Expiration:

Bryson Manor Phase I-May 2, 2018 - Scheduled to have warranty work performed.

Cockrell Hill Road-August 25, 2018

Water Street-December 20, 2018

Lariat Trail-December 20, 2018

Integrated Software Transition: We are working to transition the Financials. Council approved to close and consolidate bank accounts at the June meeting.

Engineering RFQ: Council approved for the City Manager to negotiate a contract with Eikon Consulting for City Engineer services. Initial meeting on June 19<sup>th</sup>, 2018.

Technology Upgrades:

- The Council laptops issued in June.
- The desktop computers have been fielded.

ACO Vehicle: The vehicle and equipment has been ordered. The vehicle is scheduled to be completed by the end of June.

FY 2019 Budget: We have begun the FY 2019 budget process with department level Capital and non-typical requests to be submitted to me by May 7<sup>th</sup>, 2018. MSAC met on June 12<sup>th</sup> and made recommendations to be considered for budget.

AT&T: I have received new information for your consideration.

Projects in Progress:

City Facilities connected to sewer:

- Easement talks on going with property owner.
- We should consider a more permanent solution to connect city facilities to sewer. There were plans drawn up in 2008 for a line to be placed in front of the City facilities and run north along Cockrell Hill. This line is also identified in the Capital Projects in the current impact fee update.

Monument Signs:

- We have ordered the installation of the signs and the project should take 8-10 weeks to complete.

Fire Station Improvements:

- Chief Kennedy has been in contact with several painters (specifically) and they have looked at the project.
- None have provided a quote as of this date.
- The doors have been installed.

Council Chamber Technology:

- NetGenius is developing a plan to make technology upgrades to the Chambers.

Respectfully Submitted,

John R. Dean, Jr.  
City Manager