

City of *OVILLA* City Council

Rachel Huber, Place One
Dean Oberg, Place Two

Richard Dormier, Mayor
David Griffin, Place Three, Mayor Pro Tem

Doug Hunt, Place Four
Michael Myers, Place Five

Monday, January 13, 2020

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, January 13, 2020 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, ANNOUNCEMENTS

• 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.

1. Minutes of the December 09, 2019 Regular Council Meeting
2. Minutes of the November 11, 2109 Regular Council Meeting
3. Minutes of the November 04, 2019 Special Council Meeting
4. Resolution R2019-10 – continue the elimination of the briefing session prior to Council meetings.
5. Confirm May 09, 2020 as household hazardous waste collection/recycling event day.
6. Software agreement between Fund Accounting Solution Technologies (FAST) and the City of Ovilla for access and interface with citation importing (Dig-a-Ticket).
7. Ordinance 2020-01 – Budget Amendment 2, Street Superintendent
8. Resolution R2020-01-NCTCOG jurisdiction participation

IV. REGULAR AGENDA

- ITEM 1. **DISCUSSION/ACTION** – Consideration of and action Ordinance 2020-01, approving a budget amendment to fund Ovilla's financial obligation for radio upgrades for Fire and Police communications.
- ITEM 2. **DISCUSSION/ACTION** – Consideration of and action to appoint City Council Member(s) to serve on a temporary Finance Committee to review and evaluate request for Qualifications (RFQ) responses for audit services and Request for Proposals (RFP) responses for bank depository.
- ITEM 3. **DISCUSSION/ACTION** – Consideration of and action authorizing publication of the Request for Qualifications for Professional Auditing Services, setting a date and time for the City Council Finance Committee to review the qualifying submittals.

City of *OVILLA* City Council

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- ITEM 4. **DISCUSSION/ACTION** – Consideration of and action authorizing publication of the Request for Proposals for Bank Depository Services and setting a date and time for the City Council Finance Committee to review the qualifying proposals.
- ITEM 5. **DISCUSSION/ACTION** – Consideration of and action on Resolution R2020-02 of the City of Ovilla, Dallas County, Texas, casting its vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District.
- ITEM 6. **DISCUSSION/ACTION** – Consideration of and action to approve a purchase of Holmatro Rescue Tools with the reimbursement of this expenditure through the Emergency Services District #2 and the Service League.
- ITEM 7. **DISCUSSION** – Consideration of and action on the review of the Park Fund Budget to propose the funding of restrooms at the ballfields and direct staff as necessary.
- ITEM 8. **DISCUSSION** – Review and discuss the City's municipal facilities needs.
- ITEM 9. **DISCUSSION** – Discuss and consider the inclusion, costs, and requirement of electronic water meters as part of a subdivision development.
- ITEM 10. **DISCUSSION/ACTION** – Consideration of any item(s) pulled from the Consent Agenda for individual consideration and action.

V. STAFF REPORTS

- Department Activity Reports / Discussion
 - Police Department Chief B. Windham
 - Fire Department Chief B. Kennedy
 - Public Works Interim PW Director D. Durham
 - Finance Accountant L. Harding
 - Administration
 - 1. Monthly Code/Animal Control Reports Code/AC Officer M. Dooly
 - 2. Monthly Municipal Court Report City Secretary P. Woodall

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).

A. Convene into Executive Session.

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

- ITEM 1. **DISCUSSION/ACTION** – Deliberate the appointment, employment, evaluation, reassignment and/or duties of the City Secretary/Acting City Manager.

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

- ITEM 2. **DISCUSSION/ACTION** – Deliberate the appointment, employment, evaluation, reassignment and/or duties of the Public Works Director.

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

- ITEM 3. **DISCUSSION/ACTION** – Deliberate the appointment, employment, evaluation, reassignment and/or duties of the City Secretary.

City of *OVILLA* City Council

Rachel Huber, Place One
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B. Reconvene into Regular (Open) Session

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

VIII. ADJOURNMENT

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the January 13, 2020 Regular City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.cityofovilla.org, on the 10 day of January 2020 prior to 6:00 p.m., in compliance with Chapter 551, Texas Government Code.



Pamela Woodall *gm*
Pamela Woodall, City Secretary

DATE OF POSTING: 01.10.2020 TIME: 10:00 am/pm
DATE TAKEN DOWN: _____ TIME: _____ am/pm

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

Pursuant to section 30.06, penal code (trespass by holder of license to carry a concealed handgun), a person licensed under subchapter h, chapter 411, government code (concealed handgun law), may not enter this property with a concealed handgun.

De conformidad con lo establecido en el artículo 30.06 del Código Penal (entrar sin autorización en una propiedad por parte de un titular de un permiso para portar armas ocultas) una persona con licencia bajo el subcapítulo h, capítulo 41.1 del código de gobierno (ley de portación oculta de armas), no puede entrar en esta propiedad portando una arma oculta.

Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may NOT enter this property with a handgun that is carried openly.

Conforme a la seccion 30.07, del código Penal (entrada sin autorización por titular de licencia con una pistola visible) una persona con licencia bajo el subcapítulo h, capítulo 411 del código de gobierno (ley de licencias de pistolas), no puede entrar en sta propiedad con una postola visible.

01.13.2020

Consent Items C1-C8

To
Honorable Mayor
and Council

From
Staff

CC
Applicable
Departments

Comments:

1. Minutes of the December 09, 2019 Regular Council Meeting
2. Minutes of the November 11, 2109 Regular Council Meeting
3. Minutes of the November 04, 2019 Special Council Meeting
4. Resolution R2019-09 – continue the elimination of the briefing session prior to Council meetings.
5. Confirm May 09, 2020 as household hazardous waste collection/recycling event day.
6. Software agreement between Fund Accounting Solution Technologies (FAST) and the City of Ovilla for access and interface with citation importing (Dig-a-Ticket).
7. Ordinance 2020-01 – Budget Amendment 2, Street Superintendent
8. Resolution R2020-01-NCTCOG Freeway Incident Management participation.

BACKGROUND AND JUSTIFICATION:

C1: Minutes 12.09.2019

STAFF RECOMMENDATION:

Staff recommends approval

C2: Minutes 11.11.2019

STAFF RECOMMENDATION:

Staff recommends approval

C3: Minutes 11.04.2019

STAFF RECOMMENDATION:

Staff recommends approval

C4: Resolution R2019-09- requires annual review to continue the elimination of the briefing session at Council meetings.

STAFF RECOMMENDATION:

Staff recommends approval

C5: May 09, 2020 is the selected and available date for the annual Ovilla HHW clean up day.

STAFF RECOMMENDATION:

Staff recommends approval.

C6: Software agreement with FAST for the dig-A-Ticket software and interface.

STAFF RECOMMENDATION:

Staff recommends approval.

City of Ovilla

Tel 972-617-7262

105 S. Cockrell Hill Road
Ovilla, Texas 75154

www.cityofovilla.org



C7: Ordinance 2020-01 amending Budget (Amendment #3) reassignment of one position in GF Public Works for Street/Drainage/Parks Superintendent. Staffing and organizational chart was approved at the November 11, 2019 Council Meeting.

STAFF RECOMMENDATION:

Staff recommends approval.

C8: Resolution R2020-01 NCTCOG and City Freeway Incident Management participation.

STAFF RECOMMENDATION:

Staff recommends approval.

CITY OF OVILLA MINUTES

Monday, December 09, 2019

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 noted the presence of Council Members and the absence of Place 2 Dean Oberg, thus constituting a quorum. City Secretary, department directors and various staff were also present.

CALL TO ORDER

Mayor Pro Tem Griffin gave the invocation. PL1 Huber led the reciting of the U.S. Pledge of Allegiance and the Pledge to the Texas Flag.

PRESENTATIONS, ANNOUNCEMENTS & COMMENTS

Presentations, Announcements:

Proclamation:

1. Ovilla Christian School Volleyball Team Class 2A Championship Wins

Mayor Dormier read the Proclamation aloud and presented each member from the volleyball team their own signed proclamation. Photos were taken.

Citizen Comments:

1. Ms. Jimmie Wade, 606 Creekview Circle, voiced multiple concerns:
 - a. Necessary roadwork in the Brookwood neighborhood, specifically Northwood Street.
 - b. Review and make zoning changes.
 - c. Increase police force.
 - d. Add sidewalks and required developers to build wider streets.

CONSENT AGENDA – None.

REGULAR AGENDA

ITEM 1. DISCUSSION/ACTION – Case PZ19.12. Receive recommendation report from the Planning and Zoning Commission to consider and act on a final plat application submitted by Massey Shaw Development for Bryson Manor Phase III, Ovilla, Ellis County, Texas.

	Final Plat Information
SUBDIVISION NAME:	Bryson Manor Phase 3
OWNER:	Massey Shaw Development
ENGINEER:	Michael Westfall, Civil Engineer

APPLICATION DATE: November 26, 2019
LOCATION: Terminus of Bryson Manor Drive
UTILITIES: Ovilla water / Sardis Water
ZONING: R15
PROPOSED LAND USE: Residential Subdivision
MAJOR THOROUGHFARE: Highway 664 Ovilla Road
APPLICANT'S PROPOSAL: Develop 113 lots 111 residential home sites with 2 HOA lots. Total area in subdivision is 74.4 acres in the city limits of Ovilla.
 This is the 3rd phase of Bryson Manor – origination in October 2019. This phase is consistent with city code residential building requirements and in accordance with the Development Agreement

PL4 Hunt moved to approve PZ CASE 2019.12. a final plat application submitted by Massey Shaw Development for Bryson Manor Phase III, Ovilla, Ellis County, Texas, seconded by PL2 Oberg.
No oppositions, no abstentions.

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

ITEM 2. DISCUSSION/ACTION – Consideration of and action directing staff to move forward with the Water Street Bridge repair project and construction plans for the RFP.

Staff received confirmation verbally and in writing from the County with commitment to reimburse the City the cost estimates and engineering fees for their portion of the repair of Water Street Bridge project. Mr. Kyle Butler was present to assure Council that the County is ready to precede with Eikon's preparation of the construction and bid documents. Ovilla City Council approved the City's portion of this project in February 2019.

PL5 Myers moved approve directing staff to move forward with the Water Street Bridge repair project and construction plans for the RFP, seconded by Mayor Pro Teem Griffin.
No oppositions, no abstentions.

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

ITEM 3. DISCUSSION – Receive report from Park Board Chair Brian Treadaway to review and discuss Park Board goals and new ideas for future community events.

Staff met with Park Chair Treadaway to receive the Park Board's input for future goals. Mr. Treadaway prepared and presented a report to Council to enhance all areas of the parks and ballfields. Items discussed included the following:

1. Pavilion and Founders Park development and funding.
2. Develop walking trails.
3. New playground equipment.
4. Alternate location for music and movie events.
5. Consider improving restrooms at the ballfields or replace them.
6. Determine who is responsible for the ballfields and the rental of the fields.
7. Add grills at Heritage and Ashburne Glen Parks.
8. Public park identification signs and attractive lighting.

Park Board Chair Treadaway additionally suggested events such as a 5k walk/run to raise money and donations to help these goals come to fruition. His hope for Ovilla was to create greater park awareness and a downtown connection. Council was very receptive and in agreement to addressing each goal.

Discussion only.

ITEM 4. DISCUSSION/ACTION – Consideration of and action on the creation of and funding of a Street/Park Superintendent position in Public Works Department.

Staff presented a new job description, position reassignment and cost differential to create a superintendent's position in the Street/Drainage and Parks. Staff's justification was to enhance the organization and increase efficiency of the Public Works Department by creating a new tier separating the water/sewer and general fund divisions of the department.

Approved in the FY2019-2020 Budget, are 7.5 funded positions in the Public Works Department. Staff proposed taking one of those positions and reassigning it to a Street/Park Superintendent, having 2.5 maintenance workers under that tier. This supervisory position will be a lateral position to the Water/Sewer Superintendent; both supervisory positions answering to the PW Director.

With this proposed restructure to the Public Works Department, it is intended to allow specified training and additional knowledge to those employees in their specified fields. This too, will add to the proficiency of both divisions of the Department.

Financial impact reported to Council was \$27,192.65; personnel costs are considerably under budget due to open/unfilled positions in the Public Works Department.

Mayor Pro Tem Griffin moved to approve the creation of and funding of a Street/Park Superintendent position in Public Works Department, seconded by PL1 Huber.

No oppositions, no abstentions.

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

ITEM 5. DISCUSSION/ACTION – Consideration of and action on Resolution R2019-26 approving an updated organizational chart.

Staff presented a Resolution with an updated organizational chart as defined and approved with the creation of the Street/Drainage/Parks Superintendent listed in Item 4. PL2 Oberg recommended removing the .5 funding for a position under Code.

PL4 Hunt moved to approve Resolution R2019-26 updating the City organizational chart, seconded by PL5 Myers.

No oppositions, no abstentions.

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

ITEM 6. DISCUSSION/ACTION – Consideration of and action to approve Outdoor Weather Alert Siren System maintenance and software update.

Fire Chief B. Kennedy addressed Council with the following report and background information: Currently the City's storm siren system is controlled by an analog radio frequency, where the dispatch center has ability to sound our sirens when needed. There is also a radio in the fire bays that gives Fire staff the capability to set them off if dispatch were unable. Once a month, the sirens are tested by personnel staging, one next to each siren, and each unit confirming that the sirens are operational. In 2017, Council approved the installation of 3 new warning sirens in strategically placed areas around Ovilla, with a plan to upgrade the original siren cabinet, plus upgrade to a digital software at a later date. During the last budget planning, the software upgrade was budgeted and approved, however the cost for the original siren cabinet upgrade was not included. Staff requested to allow those additional funds to cover the cost for the upgrade, to the siren at Ovilla Road and Main Street, being \$8,030.

PL2 Oberg moved to approve the Outdoor Weather Alert Siren System maintenance and software update as presented, seconded by PL1 Huber.

No oppositions, no abstentions.

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

ITEM 7. DISCUSSION – Review and discuss the City’s municipal facilities needs.

Staff has been researching various ways to improve space, working conditions and parking at the City Hall, Public Works and Police Department and address these issues with Council:

- Is 708 Main Street a consideration? It does have HVAC but the heater is not working and it is unknown if the a/c works. An asbestos report is attached, with an estimated expense to remove at \$20k.
- The Police Department has a drawing of a floor plan to help them utilize their existing facility.
- An ADA report for city hall, police and fire was conducted. (not included)
- Cost estimates for shipping containers to provide storage.

Staff offered appreciation for any recommendations from Council.

Mayor Dormier allowed a resident that signed up to speak to address Council:

1. Dani Muckleroy, 608 Green Meadows: MS Muckleroy advised that Council issue another bond election for the Police Department only.

Staff was instructed to acquire additional costs for the containers and come back with a drawing to refurbish the Police Department, including enhanced parking.

Discussion only.

ITEM 16. DISCUSSION/ACTION – Consideration of any item(s) pulled from the Consent Agenda for individual consideration and action.

N/A

STAFF REPORTS were reviewed. Staff was available for questions.

- **Department Activity Reports / Discussion**
 - Police Department Chief B. Windham
 - Fire Department Chief B. Kennedy
 - Public Works Interim PW Director D. Durham
 - Finance Accountant L. Harding
 - Administration
 1. Monthly Code/Animal Control Reports Code/AC Officer M. Dooly
 2. Monthly Municipal Court Report City Secretary P. Woodall

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).

A. Convene into Executive Session.

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

ITEM 1. DISCUSSION/ACTION – Deliberate the appointment, employment, evaluation, reassignment and/or duties of the City Secretary/Acting City Manager.

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

ITEM 2. **DISCUSSION/ACTION** – Deliberate the appointment, employment, evaluation, reassignment and/or duties of the Public Works Director.

Closed Meeting called pursuant to Texas Government Code §551.071 – Consultation w/Attorney.

ITEM 3. **DISCUSSION/ACTION** – Consultation with the City Attorney regarding contemplated employment law litigation and settlement offer.

B. Reconvene into Regular (Open) Session

Mayor Dormier and Council reconvened into Regular Session at 9:29 p.m. Mayor Dormier advised that no decisions were made in Executive Session.

There was no action in Open Session.

No Action.

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

None.

- | | |
|--------------------------|---|
| 1. Mayor Dormier | None |
| 2. PL1 Huber | None |
| 3. PL2 Oberg | None |
| 4. Mayor Pro Tem Griffin | Review Parks Budget and funding to include the possibility for bathrooms at the ballfields. |
| 5. PL4 Hunt | None |
| 6. PL5 Myers | None |

ADJOURNMENT

PL2 Oberg moved to adjourn the meeting of December 09, 2019, seconded by PL4 Hunt. There being no further business, Mayor Dormier adjourned the meeting at 9:31 p.m.

Richard Dormier, Mayor

ATTEST:

Pamela Woodall, City Secretary
Executive Session filed separately.

Approved January 13, 2020

CITY OF OVILLA MINUTES

Monday, November 11, 2019

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 noted the presence of Council Members and the absence of Place 2 Dean Oberg, thus constituting a quorum. City Secretary, department directors and various staff were also present.

CALL TO ORDER

PL4 Hunt gave the invocation. Mayor Pro Tem Griffin led the reciting of the U.S. Pledge of Allegiance and the Pledge to the Texas Flag.

PRESENTATIONS, ANNOUNCEMENTS & COMMENTS

Presentations, Announcements:

Citizen Comments:

1. No comments.

CONSENT AGENDA

- C1. ORD. 2019-23 updating Municipal Court Fees (Legislative updates)
- C2. Mayor's execution of an agreement with our current provider Fusion to improve and increase the city's internet service.
- C3. Purchase of Mini-Excavator (FY2019-2020 Budget approved)
- C4. Interlocal Cooperation Contract Between County of Ellis and City of Ovilla
- C5. Software subscription with Fund View for Ticket-Writers.
- C6. Minutes of the September 09, 2019 Regular Council Meeting
- C7. Minutes of the October 15, 2019 Regular Council Meeting.
- C8. Quarterly Investment Report
- C9. Committed Fund Balance

PL4 Hunt moved to approve all items on the consent agenda as presented, seconded by PL5 Myers
No oppositions, no abstentions. PL 2 Oberg absent.

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

REGULAR AGENDA

- ITEM 1. DISCUSSION/ACTION** – Consideration of and action on the approval of Resolution R2019-23 canvassing the returns and declaring the results of a bond election and other matters in connection herewith.

City Secretary made the presentation:

In accordance with the election code, Resolution R2019-23 is presented to Council to canvass the returns of the bond election.

PROPOSITION A: IN THE AMOUNT OF \$2,940,000 FOR CITY HALL FACILITIES, AND THE LEVYING OF A TAX IN PAYMENT THEREOF, **FAILED**

PROPOSITION B: IF THE MAJORITY OF VOTERS APPROVE PROPOSITION A, IN THE AMOUNT OF \$130,000, FOR THE RENOVATION OF THE EXISTING CITY HALL FACILITIES AS A COMMUNITY CENTER, AND THE LEVYING OF A TAX IN PAYMENT THEREOF, **FAILED**

PROPOSITION C: IN THE AMOUNT OF \$2,220,000, FOR PUBLIC SAFETY FACILITIES, AND THE LEVYING OF A TAX IN PAYMENT THEREOF, **FAILED**

PROPOSITION D: IF THE MAJORITY OF VOTERS APPROVE PROPOSITION C, IN THE AMOUNT OF \$130,000, FOR THE RENOVATION OF THE EXISTING PUBLIC SAFETY FACILITIES AS PUBLIC WORKS FACILITIES, AND THE LEVYING OF A TAX IN PAYMENT THEREOF, **FAILED**

PROPOSITION E: IN THE AMOUNT OF \$680,000, FOR PARK, RECREATION, AND OPEN SPACE IMPROVEMENTS, AND THE LEVYING OF A TAX IN PAYMENT THEREOF, **FAILED**

PL5 Myers moved to approve Resolution 2019-23 canvassing the return of the bond election, seconded by PL4 Hunt.

No oppositions, no abstentions. PL 2 Oberg absent.

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

ITEM 2. DISCUSSION/ACTION – Case PZ19.11 Receive recommendation from the Planning and Zoning Commission to consider and act on a site plan application submitted by MS Pamilee Koval for construction of a new residence at 103 Cockrell Hill Road, Ovilla, Ellis County, Texas 75154.

Staff reported:

In April 2019 (Case PZ19-02), MS Koval received approval from the Council to plat her property, having two separate lots for a possible future addition of another residence, which is permissible under RC Zoning. MS. Koval's permanent residence is at 121 Water Street, next to this vacant lot. This property is located in the Core Historic District.

	Site Plan Information
OWNER:	Pamilee Koval
ARCHITECT:	Tim Jackson, TxRCS
APPLICATION DATE:	October 2019
LOCATION:	103 Cockrell Hill Rd
UTILITIES:	Ovilla water / septic (unknown at this exact time)
ZONING:	Commercial / Core Historic District
PROPOSED LAND USE:	Residential - lot size 0.6 acre
MAJOR THOROUGHFARE:	Highway 664 Ovilla Road

APPLICANT'S PROPOSAL: To build a new home on her property.

PL1 Huber moved that the Ovilla City Council approve the Site Plan application request submitted by Pamilee Koval for residential use located at 103 Cockrell Hill Road, Ovilla, Ellis County, Texas as presented, seconded by Mayor Pro Tem Griffin.

No oppositions, no abstentions. PL 2 Oberg absent.

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

ITEM 3. DISCUSSION/ACTION – Consideration of and action on variances to Sections 38.5 building materials, and Chapter 10, Section 10.02.130 minimum square feet living area, from the Ovilla Code of Ordinances, requested by Pamilee Koval to construct a new residence on her property in the Core Historic District at 103 Cockrell Hill, Ovilla, Ellis County, Texas 75154.

Staff presented specific variances to the city's code may need to be addressed for the potential building permit at 103 Cockrell Hill Road (Koval). A sanitary sewer easement agreement was approved in July 2019.

1. Home size – applicant wishes to build a 1600 sq. ft home.
2. Materials – applicant wishes to build the home with hardi-plank.

Mayor Pro Tem Griffin moved that the Ovilla City Council approve the noted variances requested submitted by Pamilee Koval in the site plan application for construction of a residence located at 103 Cockrell Hill Road, Ovilla, Ellis County, Texas as presented, seconded by PL1 Huber.

No oppositions, no abstentions. PL 2 Oberg absent.

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

ITEM 4. DISCUSSION/ACTION – Consideration of and action on Ordinance 2019-24, of the City Council of the city of Ovilla, Texas, amending Ordinance no. 2019-18 providing for Budget Amendment Number One (1) in order to amend the 2019-2020 Fiscal Year Budget.

Bids were received for the referenced Project Number 18138.13 on August 29, 2019, with bids good for 60-days. The current budget for this project is \$150,000 (EDC). The low bidder for the project was Dowager Construction in the amount of \$245,502.

At the October 15, Council meeting, the low bidder, Dowager agreed to extend the time to award the bid another 15-days which will extend the project award date to the November City Council meeting.

In order to award the project, a source of funding for the difference in the cost and the budget needs to be identified. Staff presented a budget amendment for the following using the base bid of \$245,502.

Water/Sewer Fund –

- | | |
|-----------------|-----------|
| 1. Construction | \$ 95,502 |
| 2. Engineering | \$ 14,336 |
| 3. Testing | \$ 7,000 |
| 4. Contingency | \$ 13,362 |

Total reduction in Fund Balance \$130,200

PL4 Hunt moved approve Ordinance 2019-24, of the City Council of the city of Ovilla, Texas, amending Ordinance no. 2019-18 providing for Budget Amendment Number One (1) in order to amend the 2019-2020 Fiscal Year Budget as presented, effective immediately, seconded by PL5 Myers.

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

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

No oppositions, no abstentions. PL 2 Oberg absent.

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

- ITEM 5. DISCUSSION/ACTION** – Consideration of and action to award the Main Street Sanitary Sewer bid to Dowager Construction in the amount of \$245,502.

The low bidder for the project was Dowager Construction in the amount of \$245,502. At the October 15, Council meeting, the low bidder agreed to extend the time to award the bid for an additional 15-days which will extend the project award date to the current November City Council meeting. A source of funding for the difference in the cost was identified in Item 4, a necessary step to move forward with this project.

PL5 Myers moved to approve the award for the Main Street Sanitary Sewer Project to Dowager Construction in the amount of \$245,502 as presented, seconded by PL4 Hunt.

No oppositions, no abstentions. PL 2 Oberg absent.

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

- ITEM 6. DISCUSSION/ACTION** – Consideration of and action on the current contract with Community Waste Disposal (CWD) representatives to include consideration of a residential and commercial market adjustment, effective December 01, 2019.

CWD representative Jason Roemer and Council addressed the quality of service being provided by CWD and whether or not Council agreed with a market adjustment. Many of the concerns were already addressed at the May 2019 Council Meeting and noted that the service level concerns would be addressed again. Service complaints have reduced since the May review. The residential increase would be approximately \$0.33 cents and the commercial increase \$.54.

Mayor Pro Tem Griffin moved to allow the market adjustment increase of \$.33 cents per contract effective December 01, 2019, seconded by PL4 Hunt. There were questions regarding the motion designating residential increase only.

Mayor Pro Tem Griffin amended his motion and moved to allow the market adjustment increase as requested effective December 01, 2019, seconded by PL4 Hunt.

PL1 Huber opposed, no abstentions. PL 2 Oberg absent.

VOTE: The motion to approve carried: 3 in favor-1 opposed.

- ITEM 7. DISCUSSION/ACTION** – Consideration of and action on Resolution R2019-24 for a vote cast to elect the fourth member to the Dallas Central Appraisal District Board of Directors for the years 2020-2021.

Staff reported that the Tax Code requires an election or appointment of members to the Board of Directors of the DCAD be conducted in odd-numbered years and to begin serving in even-numbered years – for a two-year term. Each of the incorporated cities and towns, except the City of Dallas, have the right to cast their vote by official resolution for one (1) candidate as the fourth member to the Board – submitted and received to DCAD by December 16, 2019.

Qualifications:

Must be resident of the DCAD for at least two years

May be an elected official of an agency represented by the DCAD

Cannot be an employee of any agency represented by the DCAD

The current member to the suburban cities is Michael Hurtt.

PL4 Hunt moved that Council approve Resolution R2019-24, casting a vote to elect Michael Hurtt as the fourth member to the Board of Directors of the Dallas Central Appraisal District for the years 2020-2021, seconded by PL1 Huber.

No oppositions, no abstentions. PL 2 Oberg absent.

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

ITEM 8. DISCUSSION/ACTION – Consideration of and action on Resolution R2019-25 for votes cast for candidate(s) to elect director(s) to the Ellis Appraisal District Board of Directors for the years 2020-2021.

Staff reported that the Tax Code requires that an election or appointment of members to the Board of Directors of the ECAD be conducted in odd-numbered years and to begin serving in even-numbered years – for a two-year term. The City may vote on a nominated candidate (by resolution) for each position to be filled on the Board of Directors or the city may cast all votes to one candidate and submit to the Chief Appraiser by December 15. A list of candidates was reviewed. Ovilla is allowed 33 votes that may be divided to more than one candidate or all votes may be placed on one candidate.

Mayor Pro Tem Griffin moved that Council approve Resolution R2019-25, casting all 33 votes for John Knight, a candidate to elect to the Board of Directors of the Ellis Appraisal District for the years 2020-2021, seconded by PL4 Hunt.

No oppositions, no abstentions. PL 2 Oberg absent.

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

ITEM 9. DISCUSSION/ACTION – Consideration of and action to appoint a temporary committee to review the current Thoroughfare Plan.

PL4 Hunt requested this item to review and possibly update the current Thoroughfare Plan. The last update to the Comprehensive Land Use Plan (Thoroughfares, Chapter 5) was done in 2016 and it is recommended to update the Comp Plan every 5-years. The last update to the Thoroughfare Standards occurred in 2014 with the adoption of Ordinance 2014-09, revising the pavement width requirements for residential streets from 28 feet to 30 feet.

In June 2017 a committee was formed but never met. Three members were appointed to serve, and two of those originally appointed members can no longer commit to serve on this temporary committee. PL4 is asking to reassign a new committee to review this Plan. MS Carol Lynch was on the original committee and still wishes to serve. Windy Zabochnik has volunteered to serve.

Council's consensus was to direct staff to place openings on the website and acquire a larger pool for Council appointment to review this Plan.

No Action.

ITEM 10. DISCUSSION/ACTION – Consideration of and action on a volunteer board appointment to serve a term on the Board of Adjustment and/or direct staff to continue solicitation for new applicants.

Staff reported that BOA member, Place 2 Cedric Goree, resigned last month, leaving his position on the BOA (term expires 2020) vacant. Ms. Halyard-King currently serves as Place 6 on the BOA, an alternate position to the Zoning Board of Adjustment. She asked for an appointment to serve a permanent position as Place 2 BOA member.

Mayor Pro Tem Griffin moved to approve the appointment of Patricia Halyard-King to serve the remaining term of Place 2 on the Zoning Board of Adjustment, seconded by PL4 Hunt.

No oppositions, no abstentions. PL 2 Oberg absent.

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

ITEM 11. DISCUSSION – Review and discuss Chapter 6, Section 6.05.008 screening of waste containers/dumpsters.

Mayor Pro Tem Griffin requested to review this section of the Ovilla Code of Ordinances. Council decided to postpone discussion of this item until possibly January 2020.

No discussion.

ITEM 12. DISCUSSION – Discuss and consider the inclusion and requirement of electronic water meters as part of a subdivision development.

Place 5 Myers requested this item for discussion to inquire the city's possibility of using smart meters. Having approximately 1300 meters, Interim Public Works Director Daniel Durham advised that it took about 3.5 days for his work crews to manually read all meters in town. PL5 Myers suggested that the city require all developers include smart meters in their plans. The interim director was asked to return with a report and recommendation of a good source vendor of smart meters with compatible software and costs in order to make a future plan for the use of these meters.

The consensus of all Council was favorable. The only concern was the cost.
Discussion Only.

ITEM 13. DISCUSSION – Discuss optional methods of transparency to keep the public informed of the operations of municipal government.

Place 5 Myers requested this item for discussion with the hope to find a better way to keep the public informed of how the government works.

Staff reported that at one time the Council was assigned a section of the Town Topics with their own articles of importance they wished to share with the public. An idea would be to devote one newsletter to one department, introducing employees with pics and share how that specific department operates. Staff is happy to receive suggestions for topics to place in the newsletter.
Discussion Only.

ITEM 14. DISCUSSION – Discuss and consider the placement of Amazon and UPS lock boxes at the city offices and police station.

Mayor Pro Tem Griffin inquired if the City (staff) could take on the task of using City premises as a drop-off and pick up location for Amazon and UPS lockboxes. Concerns were where to place a lockbox and who would be responsible. Staff will inquire with these businesses.
Discussion Only.

ITEM 15. DISCUSSION – Receive report on the success of the 2019 Heritage Day celebration held on Saturday, September 28, 2019.

PL4 Hunt shared the success and outcome of the Annual Heritage Day Celebration. It was again, a great gathering and the Ovilla Public Works Department, Police Secretary Michelle Stockton, and staff worked diligently to aid in the event's success. Over \$22K in sponsorships was collected.

ITEM 16. DISCUSSION/ACTION – Consideration of any item(s) pulled from the Consent Agenda for individual consideration and action.

N/A

STAFF REPORTS were reviewed. Staff was available for questions.

- **Department Activity Reports / Discussion**
 - Police Department Chief B. Windham
 - Chief advised that Coffee W/Cop was scheduled for 12/10.
 - Fire Department Chief B. Kennedy
 - Public Works Interim PW Director D. Durham
 - Finance Accountant L. Harding
 - Administration
 - 1. Monthly Code/Animal Control Reports Code/AC Officer M. Dooly
 - 2. Monthly Municipal Court Report City Secretary P. Woodall

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).

- A. Mayor Dormier announced that Council and the city secretary would convene into Executive Session. Time: 8:25 pm.

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

ITEM 1. DISCUSSION/ACTION – Deliberate the appointment, employment, evaluation, reassignment and/or duties of the City Secretary/Acting City Manager.

Closed Meeting called pursuant to Texas Government Code §551.071 – Consultation w/Attorney.

ITEM 2. DISCUSSION/ACTION – Consultation with the City Attorney regarding contemplated employment law litigation and settlement offer.

- B. Mayor Dormier, Council and city secretary reconvened into Regular (Open) Session at 9:32 pm.

Mayor Dormier advised no decisions occurred in Executive Session. No action was made in Open Session.

No Action.

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

None.

ADJOURNMENT

PL1 Huber moved to adjourn the meeting of November 11, 2019, seconded by PL4 Hunt. There being no further business, Mayor Dormier adjourned the meeting at 9:33 p.m.

ATTEST:

Richard Dormier, Mayor

Pamela Woodall, City Secretary
Executive Session filed separately.

Approved January 13, 2020

CITY OF OVILLA MINUTES

Monday, November 04, 2019

Special City Council Meeting

105 S. Cockrell Hill Road, Ovilla, TX 75154

Mayor Dormier called the Special Council Meeting of the Ovilla City Council to order at 1:30 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
Michael Myers	Council Member, Place 5

Absent:	Dean Oberg	Council Member, Place 2
	Doug Hunt	Council Member, Place 4

Mayor Dormier noted the presence of and absence of Council Members, thus constituting a quorum. City Secretary, department directors and various staff were also present.

CALL TO ORDER

Mayor Pro Tem Griffin gave the invocation. Mayor Dormier led the reciting of the U.S. Pledge of Allegiance and the Pledge to the Texas Flag.

PRESENTATIONS, ANNOUNCEMENTS & COMMENTS

Presentations, Announcements:

Citizen Comments:

1. Amy Hedtke – regarding signage for Bond election.

CONSENT AGENDA

No consent items

REGULAR AGENDA

ITEM 1. DISCUSSION/ACTION – Consideration of and action on a variance for a building line encroachment requested by the property owner, United Methodist Church of Ovilla and the potential purchaser, Dennis Eastman, at 612 Taylor Street, being Lot 7, Block C, in the Highland Meadows Subdivision.

Staff received a written email request from the title company and potential owner, Mr. Dennis Eastman regarding a building line variance on a home over 10-years old. Current property owner- representative Clay Allison, United Methodist Church of Ovilla (FUMC) and representatives from James B. Nutter Home Loans Title Company requested a variance from Code Enforcement Office M. Dooly permitting a building line encroachment to 612 Taylor Street in order to allow the sale of the residence to potential purchaser Dennis Eastman.

PL5 Myers moved to approve the request submitted by property owner, First United Methodist Church of Ovilla, granting the requested variance for the building line encroachment at 612 Taylor Street, Ovilla, Ellis County, TX 75154 as presented, seconded by PL2 Huber1

No oppositions, no abstentions.

VOTE: The motion to approve carried unanimously: 3-0.

ADJOURNMENT

PL1 Huber moved to adjourn the meeting of November 04, 2019, seconded by PL5 Myers. There being no further business, Mayor Dormier adjourned the meeting at 1:43 p.m.

Richard Dormier, Mayor

ATTEST:

Pamela Woodall, City Secretary

Approved January 13, 2020

RESOLUTION NO. R2019-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OVILLA, TEXAS, AMENDING THE MEETING SCHEDULE OF
COUNCIL MEETINGS ELIMINATING THE BRIEFING SESSION**

* * * * *

WHEREAS, the City of Ovilla, Texas (the "City") deems it necessary and proper and in the best interest of its citizens and the employees to amend the frequency of City Council meetings of the City of Ovilla.

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

Section 1. That the City Council of the City of Ovilla currently meets once-a-month on the second Monday of the month beginning with a Briefing Session at 6: o'clock pm and the Regular Session at 6:30 o'clock pm; and

Section 2. That the City Council of the City of Ovilla will amend their meeting schedule to eliminate the Briefing Session at 6:00 o'clock pm.

Section 3. That the City Council of the City of Ovilla will begin their meetings continuing with the second Monday of the month to commence at 6:30 o'clock pm.

Section 4. That all City Council Meetings of the City of Ovilla shall take official action at said meetings and continue compliance with all required postings and conducted in accordance with the Open Meetings Act, Chapter 551 of the Local Government Code; and

Section 5. That the meeting dates may be subject to revision, rescheduling or the call of a Special Meeting should the City Council of the City of Ovilla have the need; and

Section 6. That the City Council of the City of Ovilla will review this resolution annually at the beginning of each fiscal year to determine if necessity deems subject to revision.

PASSED, APPROVED, AND RESOLVED this 13 day of May 2019.

ATTEST:

APPROVED:

Pam Woodall, **CITY SECRETARY**

Richard A. Dormier, **MAYOR**



January 6, 2020

Mr. Hector Lujan
Texas Commission on Environmental Quality
P.O. Box 13087 MC-108
Austin, Texas 78711-3087

Re: Community Waste Disposal, L.P. (CWD) access to use City of Ovilla Property

Dear Mr. Lujan:

This letter is to confirm that the City of Ovilla Texas has authorized CWD to operate an HHW collection/recycling event (X-treme Green Event) on City property located adjacent to City Hall at 105 S Cockrell Hill Rd., Ovilla, TX 75154. This event will be held on May 9, 2020 from 8:00am until 12:00pm.

If you have any questions or concerns, please contact me at 972.617.7262 or by email at pwoodall@cityofovilla.org. Thank you for your consideration of this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Pam Woodall". The signature is fluid and cursive, with the first name "Pam" being more prominent than the last name "Woodall".

Pam Woodall
City Secretary/Interim CM

SOFTWARE SUBSCRIPTION AGREEMENT

This Software Subscription Agreement ("**Agreement**") is made as of the Effective Date (the "**Effective Date**") between Fund Accounting Solution Technologies, Inc., a Texas corporation (Company), and the City of Ovilla, a Texas municipality, (Customer). The Effective Date of this agreement is December 6, 2019.

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

1) DEFINITIONS.

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

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

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

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

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

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

3) SUBSCRIPTION.

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

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

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

5) OWNERSHIP AND TITLE. Customer agrees that Company possesses exclusive title to and ownership of the Company Software.

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

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

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

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

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

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

Company

By:



Print Name: Brian G. Cook, CPA
Title: CEO

CUSTOMER

By:

Print Name:
Title:
Date:

ADDENDUM A
Subscription Agreement

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

Citation Import Interface (Digiticket)

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

1) Software.

a) Ownership of the software products, accompanying documentation and related materials, and any modifications and enhancements to such software products and any related interfaces shall remain with Company.

b) The software products covered by the subscription are not to perform functions or processing for subdivisions or entities that were not considered by Company at the time Company issued this Agreement.

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

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

2) Escrow.

e) If requested by Customer, Company will maintain at Customer's expense an escrow agreement with an Escrow Services Company under which Company will place the source code of each major release.

Customer will be invoiced the annual beneficiary fee by Company and is solely responsible for maintaining its status as a beneficiary.

3) Subscription Fees/Billing.

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

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

City of Ovilla
105 Cockrell Hill Road
Ovilla, TX 75154

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

Company shall provide a written response to Customer that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by Company and Customer to resolve any issues presented in Customer's notification to Company. Customer may withhold payment of only the amount actually in dispute until Company provides the required written response, and full payment shall be remitted to Company upon Company's completion of all material

action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if Company is unable to complete all material action steps required to remedy the disputed matter because Customer has not completed the action steps required of them, Customer shall remit full payment of the invoice.

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

4) Payment.

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

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

5) Acceptance of the Software.

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

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

c) Notwithstanding anything contrary herein, Customer's full time use of the software products for its intended purpose, shall constitute Customer's verification of the

software products, without exception and for all purposes.

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

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

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

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

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

7) Limited Warranty. Company represents that the Software will conform to meet all necessary requirements for Customer. If the Software does not perform as warranted, Company's obligation will be to use reasonable efforts, consistent with industry standards, to cure the defect. Should Company be unable to cure the defect or provide a replacement product, Customer must give written notice to Company of the nature of the unaccepted issues with the Software. If Company cannot resolve the issues to Customer's satisfaction within ninety (90) days of written notice, Company

will refund any payments made by Customer for Subscription Fees within ten (10) days after the ninety (90) day resolution period and the Agreement will be Terminated for both Customer and Company. Company will return all Customer data to Customer and Customer will return all documentation and related materials to Company. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR VERBAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8) Limitation of Liability.

a) In the event that the software products are determined to infringe upon any existing United States patent copyright or trademark rights held by any other person or entity, Company shall defend and hold harmless Customer and its officers, agents and employees from any claim or proceedings brought against Customer and from any cost damages and expenses finally awarded against Customer which arise as a result of any claim that is based on an assertion that Customer's use of the software products under this Subscription Agreement constitutes an infringement of any United States patent, copyright or trademark provided that Customer notifies Company promptly of any such claim or proceeding and gives Company full and complete authority, information and assistance to defend such claim or proceeding and further provided that Company shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement provided that Company shall consult with Customer

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

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

of such damages as set forth in this Agreement.

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

10) No Intended Third Party Beneficiaries. This agreement is entered into solely for the benefit of Company and Customer. No third party shall be deemed a beneficiary of this agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

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

12) Entire Agreement.

a) This Agreement and the functional description of the software products presented in Company's demonstration to Customer, will represent the entire agreement of Customer and Company with respect to the software products and supersedes any

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

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

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

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

13) Cancellation or Termination. In the event of cancellation or termination of this Agreement for any reason other than those contained in Section 7) Limited Warranty and Section 9) Force Majeure in Addendum A, Customer will make payment to Company for all software products, services and expenses delivered or incurred prior to the termination or cancellation of this Agreement. Upon receipt of all outstanding payments owed to Company by Customer, Company will provide Customer with a final complete backup of all of Customer's data, and access to the Hosted environment will then be terminated.

14) Approval of Governing Body.

Customer represents and warrants to Company that this Agreement has been

approved by its governing body and is a binding obligation upon Customer.

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

C) Term of Agreement. This Subscription Agreement is effective on December 6, 2019, when executed by authorized representatives of Company and Customer, and shall terminate upon the last day of November, 2020.

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

2) Terms and Conditions for Updates of the Software.

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

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

c) Customer agrees that the Software is proprietary to Company and has been developed as a trade secret at Company's expense. Customer agrees to keep the

software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the software products or accompanying documentation.

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

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

3) Terms and Conditions for Support.

a) Company shall provide software related Customer support during standard support hours. Standard support hours are from 8:00am to 5:00pm Central Standard Time, Monday thru Friday, excluding holidays. Support requests may be initiated via Company's published support phone line, via e-mail to Company's support group, or via Company's instant-messaging support software during regular support hours. Company reserves the right to modify these support hours as Company sees fit in order to better serve its Customer. Assistance and support requests which require special assistance from Company's development group will be taken and directed by support personnel.

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

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

d) Company will make available appropriately trained personnel to provide Customer additional training, program

changes, analysis, consultation, data recovery, non-coverage maintenance service, etc. Company shall provide Customer with on-line support through the use of desktop control software.

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

4) Hosting.

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

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

c) Company will provide a Data Backup Plan that will include scheduled backups, data redundancy, and off-site data storage.

Company will provide Customer with a full copy of these backups at a minimum of once per month in a shared common repository accessible by both Company and Customer.

d) Customer will access the hosted network environment via a reliable internet connection that provides a minimum 6Mbps download speed and 1.5Mbps upload speed. Company cannot be liable for software performance if Customer's internet

connection speeds do not meet these minimum requirements. Customer will maintain updates to any third-party software required to access and use Company software via the secure internet connection.

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

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

b) Software modifications, excluding software updates.

c) Software Training. The scope of Training to be provided in this Agreement is defined in Addendum B.

d) Responding to problems caused by bad data.

e) Responding to problems caused by Customer hardware.

f) Responding to problems caused by operator error.

g) Responding to problems caused by software that is not Company software.

h) Responding to problems resulting from misuse, accidents, neglect, fire, or any other cause not within Company's reasonable control.

i) Changes made to the Company Software by someone other than Company personnel.

j) Responding to problems resulting from issues with Customers internet access

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

a) Support service does not include the customization of the software products and other consulting services, support of an operating system or hardware, or any support requested outside of normal business hours.

b) Customer understands that changes made by Company to the current version are for implementation in the installed Software products version as it exists without customization or Customer alteration.

7) Customer Responsibilities.

a) Customer shall provide, at no charge to Company, full and free access to the network, working space, adequate facilities, use of machines, features, or other equipment necessary to provide the specified support and maintenance service. Such environment requires the Customer to have email and Internet access. Customer shall provide phone lines, communications software specified by Company and all equipment necessary to use Company's on-line support. Customer will be responsible for all additional costs incurred to the extent such hardware and software does not conform to Company's specifications. The acquisitions of necessary hardware and software meeting the requirements then in effect shall be sole responsibility of the Customer.

b) Customer shall maintain a stable internet connection as prescribed by Company. This internet connection must provide a minimum 6Mbps download speed and 1.5Mbps upload speed. Company cannot be liable for software performance if Customer's internet connection speeds do not meet these minimum requirements. Company shall also use the connection to assist with problem

diagnosis and resolution. Customer shall provide Company adequate remote access communication infrastructure to Customer's computing environment to enable Company technical services assistance.

c) Company uses Microsoft Word to launch printing of the integrated documents produced in the hosted software. If Customer desires to be able to edit standard documents included with the software or create new documents for use in document generation functions of the Company software, Customer will need to purchase or own a licensed copy of Microsoft Word. To receive support from Company for the document generation tools, the licensed copy of Microsoft Word must currently be supported by Microsoft.

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

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

A. Annual Subscription Costs

Citation Import Interface	<u>1,000.00</u>
Total Subscription	<u><u>\$1,000.00</u></u>

ADDENDUM B

Services Agreement

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

a) Installation/Configuration

B) Professional Services Fees.

Interface Configuration	1,500.00
Total Services	<u>\$1,500.00</u>

1) Services.

Remote Training and Installation/Configuration will be delivered as described above and detailed below as determined by Customer and the Project Manager. Company will coordinate with Customer to schedule training sessions on agreed upon dates and times. Company will only present each session once unless specifically provided for elsewhere in this Agreement. Should Customer experience turnover or growth, Company will provide follow up training for any module for 50% of the original training fee. Training will be provided remotely under the terms as described below.

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

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

prior to the Services being performed by Company.

4) Limitation of Liability. Company shall not be liable for inaccurate data in Company's application software which is the result of inaccurate data manually entered from the previous systems. Company's liability for damages arising out of this Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to any Service fees paid to Company by Customer. The Service terms set forth above reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Agreement.

Employee Portal -

1. Set up current employee accounts.
2. Train key Customer personnel using "train-the-trainer" approach.

Customer personnel will then provide training to remaining employees.

CITY OF OVILLA, TEXAS
ORDINANCE NO. 2020-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, AMENDING ORDINANCE NO. 2020-01 PROVIDING FOR BUDGET AMENDMENT NUMBER TWO (2) IN ORDER TO AMEND THE 2019-2020 FISCAL YEAR BUDGET; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A SAVINGS CLAUSE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an annual budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020 has been duly created and adopted of the City of Ovilla, Texas, in accordance with Title Four (4), Chapter 102, Sections 102.001, 102.002 and 102.003 of the Local Government Code and in accordance with Article 1.05 of the Ovilla City Code of Ordinances;

WHEREAS, the City Manager filed the proposed budget in the office of the City Secretary on or before August 08, 2019, and the proposed budget was made available for public inspection by the taxpayers in accordance with Title Four (4), Chapter 102, Section 102.005 of the Local Government Code and Article 1.05 of the Ovilla City Code of Ordinances;

WHEREAS, the City Manager submitted the proposed budget to the City Council as required by Article 1.05 of the Ovilla City Code of Ordinances;

WHEREAS, notice of a public hearing was provided in the Waxahachie Daily Light newspaper and the public hearing was held by the City on September 09, 2019 in accordance with Title Four (4), Chapter 102, Section 102.006 of the Local Government Code and Article 1.05 of the Ovilla City Code of Ordinances, and at that time all citizens and parties of interest were given the opportunity to be heard regarding the proposed 2019-2020 fiscal year budget;

WHEREAS, the City Council approved the Proposed 2019-2020 Fiscal Year Budget on September 09, 2019 by adopting Ordinance No. 2019-18; and

WHEREAS, after full and final consideration, it is the consensus of the Ovilla City Council that the 2019-2020 Fiscal Year Budget as hereinafter set forth should be amended to further the goals of the City and the health safety and well being of citizens;

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

SECTION 1.
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2.
AMENDMENT OF 2019-2020 FISCAL YEAR BUDGET

Ordinance No. 2019-18 is hereby amended with Budget Amendment Number Two (2) and

CITY OF OVILLA, TEXAS
ORDINANCE NO. 2020-01

to the 2019-2020 Fiscal Year Budget to include additional revenues, expenditures and other changes outlined in Exhibit A that is attached to and considered part of this ordinance.

SECTION 3.
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of said Ordinances except those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 4.
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5.
SAVINGS CLAUSE

All previous budget ordinances shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 6.
ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Ovilla is hereby directed to engross and enroll this Ordinance by copying the caption, publication clause, and effective date clause in the minutes of the City Council of the City of Ovilla and by filing this Ordinance in the ordinance records of the City and in accordance with the laws of the State of Texas.

SECTION 7.
PUBLICATION CLAUSE

The City Secretary of the City of Ovilla, Texas, is hereby directed to publish in the Official Newspaper of the City of Ovilla, the Caption, and Effective Date clause of this Ordinance as required by Section 52.013 of the Texas Local Government Code.

SECTION 8.
EFFECTIVE DATE

The necessity for making and approving a budget for the fiscal year, as required by the laws

CITY OF OVILLA, TEXAS
ORDINANCE NO. 2020-01

of the State of Texas, requires that this ordinance shall take effect immediately from and after its passage, as the law in such case provides.

PASSED AND APPROVED by the City Council of the City of Ovilla, Texas this the 13th day of January 2020.

Richard Dormier, Mayor
City of Ovilla, Texas

ATTEST:

(sca)

Pam Woodall, City Secretary
City of Ovilla, Texas

Exhibit A
City of Ovilla
Budget Amendment Number Two (2) for the 2020 Fiscal Year ORD. 2020-01
13-Jan-20

General Fund - Park and Street

<u>Items</u>	<u>Fund or Account</u>	<u>2020 Budget</u>	<u>2020 Amendment</u>	<u>Increase (Decrease)</u>
<u>Revenue</u>				
Creation of Street/Park Superintendent	100-4000990 Reduction in Fund Balance	893,128	43,672	936,800
<u>Expenditures</u>				
Creation of Street/Park Superintendent	100-50-51133 Superintendent - Street	-	19,593	19,593
Creation of Street/Park Superintendent	100-60-51133 Superintendent - Park	-	19,593	19,593
Creation of Street/Park Superintendent	100-50-51490 Overtime	3,000	2,243	5,243
Creation of Street/Park Superintendent	100-60-51490 Overtime	1,500	2,243	3,743

RESOLUTION NO. R2020.01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS AUTHORIZING THE COMPREHENSIVE, COORDINATED, INTERAGENCY APPROACH TO FREEWAY INCIDENT MANAGEMENT MODEL

WHEREAS, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy board associated with the North Central Texas Council of Governments (NCTCOG) and the regional forum for cooperative decisions on transportation; and,

WHEREAS, the RTC adopted Resolution R08-10 (an update to RTC Resolution R03-01) that supports a comprehensive, coordinated, interagency approach to Freeway Incident Management; and,

WHEREAS, the goal of the NCTCOG Freeway Incident Management Training Program is to initiate a common, coordinated response to traffic incidents that will build partnerships, enhance safety for emergency personnel, reduce secondary traffic crashes, improve the efficiency of the transportation system, and improve air quality in Dallas-Fort Worth region; and,

WHEREAS, non-recurring traffic incidents are responsible for about 50 percent of all congestion and the secondary crashes caused by these incidents kill or injure hundreds annually in the Dallas Fort Worth area; and,

WHEREAS, multi-agency coordination and the implementation of "best practices" Freeway Incident Management techniques reduce congestion on affected roadways and improve the safety of incident responders; and,

WHEREAS, effective policies, training, equipment and technology that aid in quick incident clearance can both assist with keeping motorists and first responders safe on the roadway and assist in improved air quality for the region; and,

WHEREAS, in partnership with regional incident response agencies, NCTCOG has established definitions for regional incident management performance measures; incident clearance time, roadway clearance time, secondary crash, and recovery time.

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

Section 1. The City of Ovilla supports a comprehensive, coordinated, interagency approach to Freeway Incident Management.

Section 2. The City of Ovilla supports the quick detection and clearance of traffic incidents using state-of-the-art traffic surveillance, traveler notification, and crash investigation equipment.

Section 3. The City of Ovilla encourages all personnel involved in Freeway Incident Management to participate in available training opportunities and exercises that promote the objectives within this resolution – a common, comprehensive approach that maintains the safety of incident responders and travelers, while minimizing clearance time.

Section 4. The City of Ovilla supports an enhanced Geographic Information Systems (GIS) based incident location system that will aid incident reporters and responders in the timely detection and verification of incidents.

RESOLUTION NO. R2020.01

Section 5. The City of Ovilla supports a uniform policy whereby law enforcement agency personnel may remove personal property from a roadway or right-of-way, without the consent of the owner or carrier of the property, if the agency determines that the property blocks the roadway or endangers public safety.

Section 6. The City of Ovilla supports adopting a quick clearance policy or towing ordinance that mandates the arrival of appropriate equipment within a specified time limit.

Section 7. The City of Ovilla supports the use and tracking of regional incident management performance measures.

Section 8. The City of Ovilla supports the develop of interagency agreements for incident management operation that include safe, quick clearance goals stated as time goals for incident clearance.

Section 9. The City of Ovilla supports participation in multi-disciplinary post incident reviews after major incidents to share lessons learned.

Section 10. The City of Ovilla supports consistent, coordinated operational strategies for major freeway and toll road projects that include quick incident clearance practices , and that these strategies will be consistently adopted prior to major freeway and toll road improvement expenditures in order to ensure that the expected mobility benefits are realized.

Section 11. The Governing Body of the City of Ovilla directs staff to develop and bring forth a set of policies and/or ordinance consistent with the principles contained herein for the City of Ovilla's consideration.

Section 12. That this resolution shall be in effect immediately upon its adoption.

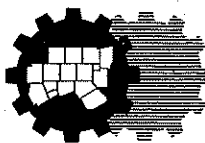
RESOLVED, PASSED and APPROVED, this ____ day of _____, 2020.

APPROVED:

Richard Dormier, Mayor

ATTEST:

Pamela Woodall, City Manager



North Central Texas Council Of Governments

TO: Regional Transportation Council
(Primary and Alternate Members)
Surface Transportation Technical Committee
County Administrators, City Managers
County Sheriffs, Police Chiefs, Fire Chiefs
Medical Examiners and Transportation Providers

DATE: December 18, 2019

FROM: Michael Morris, P.E.
Director of Transportation

SUBJECT: 2020 Call for Projects: Funding Available to Purchase Equipment and Technology
to be Used for Traffic Incident Management

As the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth area, the North Central Texas Council of Governments (NCTCOG) was the first agency in the nation to formalize incident management training for all responders in the region by offering the regional Traffic Incident Management (TIM) Training courses. To reemphasize this commitment, the Regional Transportation Council (RTC) adopted Resolution R08-10: Resolution Supporting a Comprehensive, Coordinated, Interagency Approach to Freeway Incident Management in 2008. A copy of the adopted RTC resolution R08-10 is enclosed along with a copy of a model resolution that jurisdictions can use to develop a similar incident management resolution.

In support of the incident management training recommendation to use Best Practice equipment and technology, NCTCOG will conduct the 2020 Incident Management Equipment Purchase Call for Projects. The goal of this Call for Projects is to assist our partner agencies in purchasing equipment and technology that aid in quick incident clearance and mitigation. Equipment and technology that aid in quick incident clearance can assist both with keeping motorists and first responders safe on the roadway and in improved air quality for the region.

The 2020 Incident Management Equipment Purchase Call for Projects will award a total of \$1.5M to eligible entities to purchase equipment and technology to be used to mitigate traffic incidents in the North Texas nonattainment area. Types of equipment may include but are not limited to: cones, protective clothing, traffic barriers, signs, flares, barrels, lighting, radio equipment, crash reconstruction equipment/technology, etc. Entities selected to receive funding will be responsible for purchasing the desired equipment and seeking reimbursement from NCTCOG.

The Call for Projects covers multiple jurisdictions throughout the Dallas-Fort Worth Nonattainment Area, including Collin, Dallas, Denton, Ellis, Johnson, Kaufman, Parker, Rockwall, Tarrant, and Wise Counties and is funded through the Category 5 – Congestion Mitigation and Air Quality Improvement Program (CMAQ). Interested applicants can learn

December 18, 2019

more about this Call for Projects and eligible categories by visiting www.nctcog.org/FIMCFP. The Call for Projects opens on December 18, 2019 and application materials will be available on the website.

To be considered under the 2020 Call for Projects, three (3) hard copies of the application and supporting materials and one (1) electronic copy of all materials on a CD or USB drive **must be received by 5:00 pm, Central Standard Time (CST), on Friday, February 21, 2020.** NCTCOG must have the submitted application "in hand" at the NCTCOG offices by the **February 21, 2020** application deadline. A postmark by the established deadline does not constitute an on-time application deadline. In addition, supplemental information, other than administrative clarifications, will not be accepted after the application deadline. Incomplete applications or those not submitted by the deadline will not be accepted.

Hard copies of the completed applications may be mailed or hand delivered to:

Mail:

North Central Texas Council of Governments
Transportation Department
Attn: Camille Fountain
P.O. Box 5888
Arlington, Texas 76005-5888

Physical location:

North Central Texas Council of Governments
Transportation Department
Attn: Camille Fountain
616 Six Flags Drive
Arlington, Texas 76011

NCTCOG staff is available upon request to answer questions related to the application process or potential applications for the 2020 Incident Management Equipment Purchase Call for Projects. Feel free to contact either Camille Fountain, Transportation Planner at (817) 704-2521 or cfountain@nctcog.org with any questions regarding this effort.



Michael Morris

SL:bw

Attachments

cc: Natalie Bettger, NCTCOG
Camille Fountain, NCTCOG
Sonya Landrum, NCTCOG



Ovilla City Council

AGENDA ITEM REPORT

Item 1

Meeting Date: January 13, 2020

Department: Police/Fire

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☒ NO ☐ N/A

Submitted By: P. Woodall, City Secretary, (I)CM

Amount: \$5,320

Reviewed By: ☒ City Manager ☒ City Secretary ☐ City Attorney

☒ Accountant

☒ Other: Fire/Police Chiefs

Attachments:

1. Ordinance 2020-02
2. Email notification from the City of Midlothian to all involved entities.
3. Invoice from the City of Midlothian

Agenda Item / Topic:

ITEM 1. **DISCUSSION/ACTION** – Consideration of and action Ordinance 2020-02, approving a budget amendment to fund Ovilla's financial obligation for radio upgrades for Fire and Police communications.

Discussion / Justification:

The City was contacted by Mr. David Schrodtt, IT Management of Midlothian, advising that both the City of Waxahachie and Ellis County have contracted with Motorola to add Sub-sites to our current 2-site 700 MHz Trunked Simulcast System. Their expenditures will expand our radio system to a 5-site Trunked Simulcast System and will change the transmissions from FDMA to TDMA, which will increase our capacity for simultaneous conversations from five (5) to ten (10).

When the system goes live with the 3rd site in Waxahachie, the subscriber units will all need to operate in the TDMA mode. This requires all current FDMA radios to be flashed to add the TDMA feature. The TDMA feature is priced at \$133.00 per radio. Each Department will be responsible for purchasing the required number of TDMA licenses for their radios, and Motorola will send those to each individual agency so that they may be upgraded to activate TDMA (Flashing cannot be done over the air). Midlothian IT representatives desire to get all of our system radios flashed before the go-live date for Waxahachie. Motorola provided an estimate of Jun/Jul 2020 for completion of the Waxahachie addition.

Here is the breakdown for each Department:

<u>Department</u>	<u>Total Radios</u>	<u>Total Cost</u>
MPD	12	\$1,596.00
OFD	21	\$2,793.00
OPD	19	\$2,527.00
ROFR	38	\$5,054.00
ROPD	39	\$5,187.00

ROISD PD

20

\$2,660.00

On another note, All of the subscriber units purchased by Waxahachie and Ellis County will be enabled for Group Services. This feature permits over-the-air updates to the latest Firmware (OS) as Motorola issues new versions. Without Group Services, Midlothian representative David Schrodt must personally touch each radio to update the Firmware. As you may surmise, NO updates to the Firmware has occurred on any of our subscriber units since they were purchased. Most of them are now several versions behind. We may decide to mandate an upgrade to Group Services on all existing subscriber units by FY 20/21. The Group Services feature is currently priced at \$87.60 per radio. Below is the breakdown for each Department to convert to Group Services:

<u>Department</u>	<u>Total Radios</u>	<u>Total Cost</u>
MFD	55	\$ 4,818.00
MPD	126	\$ 11,037.60
IT	1	\$ 87.60
OFD	21	\$ 1,839.60
OPD	19	\$ 1,664.40
ROFR	41	\$ 3,591.60
ROPD	43	\$ 3,766.80
ROISD PD	22	\$ 1,927.20

Both of these upgrades require Midlothian to use a laptop and programming cable when installing the feature and wish to begin the upgrades as soon as possible. Staff anticipates the budgeting of the second upgrade in the 20/21 fiscal year.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move to approve/deny Ordinance 2020-02, approving a budget amendment to fund Ovilla's financial obligation for radio upgrades for Fire and Police communications as presented.

CITY OF OVILLA, TEXAS
ORDINANCE NO. 2020-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, AMENDING ORDINANCE NO. 2020-01 PROVIDING FOR BUDGET AMENDMENT NUMBER THREE (3) IN ORDER TO AMEND THE 2019-2020 FISCAL YEAR BUDGET; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A SAVINGS CLAUSE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an annual budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020 has been duly created and adopted of the City of Ovilla, Texas, in accordance with Title Four (4), Chapter 102, Sections 102.001, 102.002 and 102.003 of the Local Government Code and in accordance with Article 1.05 of the Ovilla City Code of Ordinances;

WHEREAS, the City Manager filed the proposed budget in the office of the City Secretary on or before August 08, 2019, and the proposed budget was made available for public inspection by the taxpayers in accordance with Title Four (4), Chapter 102, Section 102.005 of the Local Government Code and Article 1.05 of the Ovilla City Code of Ordinances;

WHEREAS, the City Manager submitted the proposed budget to the City Council as required by Article 1.05 of the Ovilla City Code of Ordinances;

WHEREAS, notice of a public hearing was provided in the Waxahachie Daily Light newspaper and the public hearing was held by the City on September 09, 2019 in accordance with Title Four (4), Chapter 102, Section 102.006 of the Local Government Code and Article 1.05 of the Ovilla City Code of Ordinances, and at that time all citizens and parties of interest were given the opportunity to be heard regarding the proposed 2019-2020 fiscal year budget;

WHEREAS, the City Council approved the Proposed 2019-2020 Fiscal Year Budget on September 09, 2019 by adopting Ordinance No. 2019-18; and

WHEREAS, after full and final consideration, it is the consensus of the Ovilla City Council that the 2019-2020 Fiscal Year Budget as hereinafter set forth should be amended to further the goals of the City and the health safety and well being of citizens;

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

SECTION 1.
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2.
AMENDMENT OF 2019-2020 FISCAL YEAR BUDGET

Ordinance No. 2019-18 is hereby amended with Budget Amendment Number Three (3) and

CITY OF OVILLA, TEXAS
ORDINANCE NO. 2020-02

to the 2019-2020 Fiscal Year Budget to include additional revenues, expenditures and other changes outlined in Exhibit A that is attached to and considered part of this ordinance.

SECTION 3.
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of said Ordinances except those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 4.
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5.
SAVINGS CLAUSE

All previous budget ordinances shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 6.
ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Ovilla is hereby directed to engross and enroll this Ordinance by copying the caption, publication clause, and effective date clause in the minutes of the City Council of the City of Ovilla and by filing this Ordinance in the ordinance records of the City and in accordance with the laws of the State of Texas.

SECTION 7.
PUBLICATION CLAUSE

The City Secretary of the City of Ovilla, Texas, is hereby directed to publish in the Official Newspaper of the City of Ovilla, the Caption, and Effective Date clause of this Ordinance as required by Section 52.013 of the Texas Local Government Code.

SECTION 8.
EFFECTIVE DATE

The necessity for making and approving a budget for the fiscal year, as required by the laws

CITY OF OVILLA, TEXAS
ORDINANCE NO. 2020-02

of the State of Texas, requires that this ordinance shall take effect immediately from and after its passage, as the law in such case provides.

PASSED AND APPROVED by the City Council of the City of Ovilla, Texas this the 13th day of January 2020.

Richard Dormier, Mayor
City of Ovilla, Texas

ATTEST:

(non)

Pam Woodall, City Secretary
City of Ovilla, Texas

Exhibit A **ORDINANCE 2020-02**
City of Ovilla
Budget Amendment Number Three (3) for the 2020 Fiscal Year
13-Jan-20

General Fund

<u>Items</u>	<u>Fund or Account</u>	<u>2020 Budget</u>	<u>2020 Amendment</u>	<u>Increase (Decrease)</u>
<u>Revenue</u>				
Radio Update	100-4000990 Reduction in Fund Balance	936,800	5,220	942,020
<u>Expenditures</u>				
Radio Update Fire Dept	100-30-55240 Superintendent - Street	6,700	2,793	9,493
Radio Update Police Dept	100-20- Superintendent - Park	18,000	2,527	20,527

Pam Woodall

From: Brian Windham
Sent: Tuesday, January 7, 2020 3:25 PM
To: Pam Woodall
Subject: Fwd: Radio Still Needing Update

Info on the invoice or lack thereof.

Sent from my iPhone

Begin forwarded message:

From: David Schrodt <David.Schrodt@Midlothian.tx.us>
Date: January 7, 2020 at 3:02:41 PM CST
To: Brian Windham <bwindham@cityofovilla.org>
Cc: "shawnscott@callmc.com" <shawnscott@callmc.com>
Subject: RE: Radio Still Needing Update

Brian,

The TDMA upgrade is what needs to be done this budget year. The City will need to order those updates through Shawn Scott at Crosspoint and ask him to ship the thumb drive(s) to me so that I may install them in each of your radios. I cannot do this over the air, so I will have to come to your shop and touch each radio. The City will pay directly to Crosspoint once your order is received.

Shawn may need the Model Numbers and Flashcodes for each of your radios, and if so, I can supply those codes to him. Once you place the order, ask him to call me to confirm the codes he needs to order for.

David N. Schrodt

IT Support Technician
Office: 972-775-7113
Cell: 972-489-8100

From: Brian Windham <bwindham@cityofovilla.org>
Sent: Tuesday, January 7, 2020 12:36
To: David Schrodt <David.Schrodt@Midlothian.tx.us>
Subject: [External Email] RE: Radio Still Needing Update

David

I will get old number 7 on.

On another note, my City Manager needs an invoice so we can pay that radio charge on the upgrade. Particularly for the portion that needs to be done this budget year.

Brian

From: David Schrodt <David.Schrodt@Midlothian.tx.us>
Sent: Tuesday, January 7, 2020 11:02 AM
To: Brian Windham <bwindham@cityofovilla.org>
Subject: Radio Still Needing Update

Brian,

We have regained our data functionality. Please leave PORT7 on for a few hours to receive the update. Thanks.

David N. Schrodt

IT Support Technician

Office: 972-775-7113

Cell: 972-489-8100

CAUTION: This email is from an EXTERNAL source. Do not click any links or open any attachments unless you trust the sender and know the content is safe.



Ovilla City Council

AGENDA ITEM REPORT

Item 2

Meeting Date: January 13, 2020

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: P. Woodall, City Secretary, (I)CM

Amount: N/A

Reviewed By: ☒ Interim City Manager ☒ City Secretary ☐ City Engineer

☒ Accountant

☒ Other: Glennell Miller

Attachments:

1. N/A

Agenda Item / Topic:

ITEM 2. **DISCUSSION/ACTION** – Consideration of and action to appoint City Council Member(s) to serve on a temporary Finance Committee to review and evaluate request for Qualifications (RFQ) responses for audit services and Request for Proposals (RFP) responses for bank depository.

Discussion / Justification:

The RFQ requires one Council Member to serve on the Finance Committee for the review and evaluation of responses for audit services.

Additionally, staff recommends Council Member(s) to serve on the review and evaluation for RFP responses for bank depository.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move to appoint Council Member(s) _____ and _____ to serve on the temporary Finance Committee to review and evaluate both RFQ and RFP responses for auditing services and the bank depository.



Ovilla City Council

AGENDA ITEM REPORT

Item 3

Meeting Date: January 13, 2020

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: P. Woodall, City Secretary, (I)CM

Amount: N/A

Reviewed By: ☒ Interim City Manager ☒ City Secretary ☐ City Engineer

☒ Accountant

☒ Other: City Attorney

Attachments:

1. RFQ

Agenda Item / Topic:

ITEM 3. DISCUSSION/ACTION – Consideration of and action authorizing publication of the Request for Qualifications for Professional Auditing Services, setting a date and time for the City Council Finance Committee to review the qualifying submittals.

Discussion / Justification:

The City's current Agreement with Yeldell, Wilson & Co., P.C. is in its final year of a five-year term that began in 2014. In compliance with Local government statutes, it is not required that the City rotate auditors but does require the selection of a Professional Auditor be made through the process of Request for Qualifications (RFQ) when so desired. The Government Finance Officers Association (GFOA) recommends the best practice of a five-year contract with the fourth and fifth year as optional one-year extensions. The attached RFQ has been revised from 2014 and staff recommends the following timetable. This document has been reviewed and approved by legal counsel.

- Post Notice and Issue Request for Qualifications (anticipated date) Friday, Jan. 17, 2020
- Deadline for written inquiries regarding RFQ Friday, January 31, 2020
- Deadline for submission of proposals Friday, February 14, 2020
- Finance Committee Meeting to evaluate Responses February XX, 2020
- City Council considers Finance Committee's Recommendation March 09, 2020 Regular Council Meeting

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move to approve the Interim City Manager to advertise for Request for Qualifications for Professional Auditing Services.

CITY OF OVILLA, TEXAS
105 S. Cockrell Hill Rd.
Ovilla, TX 75154



RFQ NO. ~~2109-01~~

REQUEST FOR QUALIFICATIONS
FOR
PROFESSIONAL AUDITING SERVICES

Due Date:

CITY OF OVILLA, TEXAS
REQUEST FOR QUALIFICATIONS 2019
TABLE OF CONTENTS

1.0 INTRODUCTION

- 1.1 General Information
- 1.2 Term of Engagement

2.0 NATURE OF SERVICES REQUIRED

- 2.1 General
- 2.2 Scope of Work to Be Performed
- 2.3 Auditing Standards to Be Followed
- 2.4 Reports to Be Issued: Special assistance for Cert. of Achievement from GFOA
- 2.5 Special Considerations
- 2.6 Working Paper Retention and Access to Working Papers

3.0 DESCRIPTION OF THE GOVERNMENT

- 3.1 Name and Telephone Number of Contact Persons/Organizational Chart/Location of Offices
- 3.2 Background Information
- 3.3 Fund Structure
- 3.4 Budgetary Basis of Accounting
- 3.5 Federal and State Financial Assistance
- 3.6 Pension Plans
- 3.7 Component Units
- 3.8 Computer Systems
- 3.9 Availability of Prior Reports and Working Papers

4.0 TIME REQUIREMENTS

- 4.1 Proposal Calendar
- 4.2 Notification and Contract Dates
- 4.3 Date Audit May Commence
- 4.4 Schedules for the 2020 Fiscal Year Audit
 - 1. Interim Work
 - 2. Detail Audit Plan
 - 3. Fieldwork
 - 4. Draft Reports
- 4.5 Entrance Conferences, Progress Reporting and Exit Conferences
- 4.6 Date Final Report is Due

5.0 ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

- 5.1 Finance Department and Clerical Assistance
- 5.2 Electronic Data Processing (EDP) Assistance
- 5.3 Work Area, Telephone, Photocopying and FAX Machines
- 5.4 Report Preparation

6.0 PROPOSAL REQUIREMENTS

- 6.1 General Requirements
 - 1. Inquiries
 - 2. Submission of Proposals
- 6.2 Technical Proposal
 - 1. General Requirements
 - 2. Independence
 - 3. License to Practice in Texas
 - 4. Firm Qualifications and Experience
 - 5. Partner, Supervisory and Staff Qualifications and Experience
 - 6. Prior Engagements with the City of Ovilla
 - 7. Similar Engagements with Other Government Entities
 - 8. Specific Audit Approach
- 6.3 Dollar Cost of the Audit Services to be Provided

7.0 EVALUATION PROCEDURES

- 7.1 Review of Proposals
- 7.2 Evaluation Criteria
 - 1. Mandatory Elements
 - 2. Technical Quality
- 7.3 Final Selection
- 7.4 Right to Reject Proposals

APPENDICES

- A. City's Organizational Chart
- B. Proposer's List of Key Personnel, Office Locations and Telephone Numbers
- C. Proposer Guarantees
- D. Proposer Warranties
- E. 2019-20 Comprehensive Annual Financial Report

CITY OF OVILLA, TEXAS
REQUEST FOR QUALIFICATIONS

1.0 INTRODUCTION

1.1 Request for Qualifications

The City Council of the City of Ovilla is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the City of Ovilla, the Ovilla Economic Development Corporation and the Municipal Development District, for the fiscal years ending September 30, 2020 through 2023. The firm chosen will answer to the City Council and should comply with their directions and requirements.

CAFR Preparation

The audit firm will prepare the draft and final versions of the CAFR as follows:

- The introductory and statistical sections will be prepared by the auditor with assistance from City staff.
- The financial section will be prepared by the auditor. The auditor will compile and prepare all financial statements and schedules. The notes to the basic financial statements will be a joint effort of the City and the auditor, and they will be prepared by the auditor.

There is no expressed or implied obligation for the City of Ovilla to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Any inquiries concerning the request for proposals should be addressed to Linda Harding, City Accountant, lharding@cityofovilla.org.

Proposals submitted will be evaluated by a Finance Committee composed of a City Council member, the City Manager, the City Accountant, and the City Secretary.

It is anticipated the selection of a firm will be completed by XXXX 2020. Following the notification of the selected firm it is expected a contract will be executed between both parties by XXXX 2020.

1.2 Term of Engagement

A three-year contract is contemplated, subject to the annual review and recommendation of the Finance Committee, the satisfactory negotiation of terms (including a price acceptable to both the City of Ovilla and the selected firm), the approval by the City of Ovilla City Council and the annual availability of and appropriations for services.

2.0 NATURE OF SERVICES REQUIRED

2.1 General

The City of Ovilla is soliciting the services of qualified firms of certified public

accountants to audit its financial statements for the fiscal years ending September 30, 2019 through 2022. These audits are to be performed in accordance with the provisions contained in this request for proposals.

CAFR Preparation

The audit firm will prepare the draft and final versions of the CAFR as follows:

- The introductory and statistical sections will be prepared by the auditor with assistance from City staff.
- The financial section will be prepared by the auditor. The auditor will compile and prepare all financial statements and schedules. The notes to the basic financial statements will be a joint effort of the City and the auditor, and they will be prepared by the auditor.

Printing and binding of copies of the CAFR will be the responsibility of the audit firm, with the report covers provided by the City. The audit firm will also provide the City with a print-ready version of the CAFR in Portable Document Format (PDF) to facilitate the printing of any additional copies and for posting the CAFR on the City's website.

2.2 Scope of Work to be Performed

The City of Ovilla desires the auditor to express an opinion on the fair presentation of the City of Ovilla's general purpose financial statements in conformity with generally accepted governmental accounting principles.

The auditor is required to prepare and audit the general purpose financial statements, consisting of the combined statements for all fund types and account groups. However, the auditor is to provide an "in-relation-to" statement on the combining and individual fund financial statements and supplementary schedules based on the auditing procedures applied during the audit of the general purpose financial statements. The auditor is not required to audit the statistical section of the report; this section will remain unaudited but should be reviewed.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards. If necessary, the auditor is required to audit the schedule of federal financial assistance.

Additionally, the auditor must present separate opinions on the fair presentation of the separately issued financial statements of the Ovilla Economic Development Corporation and the Municipal Development District.

2.3 Auditing Standards to be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards, provisions of relevant Governmental Accounting Standards Board statements and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and any other applicable standards.

2.4 Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the City of Ovilla's financial statements in conformity with generally accepted accounting principles.
2. A report on the fair presentation of the Ovilla Economic Development Corporation's financial statements in conformity with generally accepted accounting principles.
3. A report on the fair presentation of the Municipal Development District's financial statements in conformity with generally accepted accounting principles.
4. If necessary, a report on Compliance and on Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.
5. Special Assistance provided:
 - a. Assist the City in acquiring a Certificate of Achievement from the Government Finance Officers Association (GFOA).
 - b. Submit a CAFR to the Government Finance Officers Association of the United States and Canada (GFOA) for review. A successful audit firm will be required to provide special assistance to meet these requirements.

In the required reports on internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report.

Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report[s] on internal controls.

The reports on compliance shall include all instances of noncompliance, irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties:

Richard Dormier, Mayor
Pam Woodall, Interim City Manager
Linda Harding, City Accountant

2.5 Special Considerations

1. The City of Ovilla does not anticipate being the recipient of or sub-recipient of a federally funded grant in the 2020 fiscal year.

2. The schedule of federal financial assistance and related auditor's report, as well as the reports on the internal controls and compliance are not to be included in the comprehensive annual financial report, but are to be issued separately.

2.6 Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the City of Ovilla of the need to extend the retention period.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

3.0 DESCRIPTION OF THE GOVERNMENT

3.1 Name and Telephone Number of Contact Persons/Location of Offices

The auditor's principal contact with the City of Ovilla will be Linda Harding, City Accountant, (972) 617-7262, or a designated representative, who will coordinate the assistance to be provided by the City of Ovilla to the auditor. The location of City Hall is 105 S. Cockrell Hill Rd., Ovilla, TX 75154.

3.2 Background Information

Ovilla, incorporated in May 1963, is bordered by Cedar Hill, Desoto, Midlothian and Waxahachie, Ovilla is on the upper Red Oak Creek in northern Ellis County; the oldest town in the county. Situated in Ellis and Dallas Counties, population of approximately 4,200, land area is 5.6 square miles, ISO Fire Rating 2, estimated median house value is \$220,440. The municipality presently operates under the Council-Manager form of government.

The City of Ovilla provides the following services to its citizens:

- Fire Protection
- Police Protection
- Code Enforcement and Building Inspection
- Parks
- Planning and Zoning
- Street and Drainage Maintenance
- Water and Wastewater System

Current City Officials

- Elected Officials:
 - Mayor Richard A. Dormier
 - Councilmember, Place 1..... Rachel Huber
 - Councilmember, Place 2..... Dean Oberg
 - Councilmember, Place 3..... David Griffin
 - Councilmember, Place 4..... Douglas Hunt
 - Councilmember, Place 5..... Michael Myers
- Appointed Officials:

Interim City Manager..... Pamela Woodall
City Secretary..... Pamela Woodall
Deputy City Secretary..... Glennell Miller
City Accountant..... Linda Harding
Director of Public Works Vacant
Chief of Police..... Brian Windham
Fire Chief..... Brandon Kennedy

3.3 Fund Structure

Fund Structure: As of April 22, 2019, the City's fund structure is as follows:

Fund Type	Number of Individual Funds
General fund	1
Special revenue funds	14
Debt service funds	1
Capital projects funds	1
Enterprise funds	1
Impact Fee Fund	2

3.4 Budgetary Basis of Accounting

The City of Ovilla prepares its budgets on a modified accrual basis.

3.5 Federal and State Assistance

During the fiscal year 2020 to be audited, the City of Ovilla has received no financial assistance.

3.6 Pension Plans

The City of Ovilla participates in the Texas Municipal Retirement System (TMRS). TMRS is an agent multiple-employer public employee retirement system that administers individual retirement plans for municipalities statewide.

3.7 Component Units

The City of Ovilla is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board.

The management of the City of Ovilla identified the following component units for inclusion in the City of Ovilla's financial statements:

1. Ovilla Economic Development Corporation
2. Ovilla Municipal Development District

These component units are to be audited as part of the audit of the City of Ovilla's financial statements. In addition, separately issued financial statements for these entities are to be issued.

3.8 Computer Systems

All financial and administrative software is provided by FAST and AVR.

3.9 Availability of Prior Audit Reports and Working Papers

Interested proposers who wish to review prior years' audit reports and management letters should contact Linda Harding at 105 S. Cockrell Hill Rd. Ovilla, TX (972) 617-7262, lharding@cityofovilla.org. The City of Ovilla will use its best efforts to make prior audit reports and supporting working papers available to proposers to aid their response to this request for qualifications.

4.0 TIME REQUIREMENTS

4.1 Calendar

The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for Qualifications issued	Friday, January 17, 2020
Due date for proposals	Friday, February 14, 2020

4.2 Notification and Contract Dates

Selected firm notified	March 05, 2020
Contract date	March 09, 2020

4.3 Date Audit May Commence

The City of Ovilla will have all management personnel available to meet with the firm's personnel as of August 04, 2020.

4.4 Schedule for the 2019 Fiscal Year Audit (A similar time schedule will be developed for audits of future fiscal years as needed).

Each of the following should be completed by the auditor no later than the dates indicated.

1. Interim Work (If required)-The auditor shall complete interim work by September 30, 2020.
2. Detailed Audit Plan-The auditor shall provide City of Ovilla by September 30, 2020 both a detailed audit plan and a list of all schedules to be prepared by the City of Ovilla.
3. Fieldwork-The auditor shall complete all fieldwork by December 18, 2020.
4. Draft Reports – the auditor shall have drafts of the audit reports and recommendations to management available for review by January 4, 2021.

4.5 Entrance Conferences, Progress Reporting and Exit Conferences (A similar time schedule will be developed for audits of future fiscal years).

At a minimum, the following conferences should be held by the dates indicated on the schedule:

Week of:

Entrance conference with Pam Woodall, Interim City Manager, August 04, 2020
Linda Harding, City Accountant,
Pam Woodall, City Secretary

- The purpose of this meeting will be to discuss prior audit problems and the interim work to be performed. This meeting will also be used to establish overall liaison for the audit and to make arrangements for work space and other needs of the auditor.

Progress conference with Linda Harding, key Finance Department personnel and other department heads of key offices or programs. October 16, 2020

- The purpose of this meeting will be to discuss the year-end work to be performed.

Entrance conference with Ms. Harding to commence year-end. November 06, 2020

Exit conference with Pam Woodall, Interim City Manager; Linda Harding, City Accountant, Pamela Woodall, City Secretary December 04, 2020

- The purpose of this meeting will be to summarize the results of the fieldwork and to review significant findings.

4.6 Date Final Reports are Due

The City Accountant and staff shall provide all required supplementary schedules [and statistical data] by December 01, 2020. The auditor shall provide a draft of the annual reports by January 04, 2021. A revised report, including a draft auditor's report shall be delivered to the City by January 15, 2021.

The City Accountant and his/her staff will complete their review of the draft report as expeditiously as possible. It is not expected that this process should exceed one week. During that period, the auditor should be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed report shall be delivered to the City Secretary within 14 working days. It is anticipated that this process will be completed, and the final report delivered by January 29, 2021. Twenty signed copies of each of the reports should be delivered to Linda Harding, City Accountant at 105 S. Cockrell Hill Road, Ovilla, TX 75154.

5.0 ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

5.1 Finance Department and Clerical Assistance

The Finance Department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of City of Ovilla. However, the auditor should provide City Accountant an advance listing of the required forms.

5.2 Electronic Data Processing (EDP) Assistance

City staff will be available as needed to provide systems documentation and explanations.

5.3 Work Area, Telephones, Photocopying and FAX Machines

The City of Ovilla will provide the auditor with reasonable work space, desks, and chairs. The auditor will also be provided with access to the telephone lines, photocopying facilities and FAX machines. Work space is subject to change when operating constraints demand such.

5.4 Report Preparation

Report preparation, editing and printing shall be the responsibility of the auditor.

5.5 Special Assistance to be Provided

Each year, the City submits its CAFR to the Government Finance Officers Association of the United States and Canada (GFOA) for review in its Certificate of Achievement for Excellence in Financial Reporting Program. The City has received the Certificate of Achievement for 26 consecutive years, and it is anticipated that the City will again receive the certificate for its fiscal year 2016 CAFR. Therefore, the successful audit firm will be required to provide special assistance to meet the requirements of this program. The City will give additional consideration to those firms that have actively participated in technically assisting clients previously awarded the certificate.

6.0 SUBMISSION RFQ REQUIREMENTS

6.1 General Requirements

1. Inquiries-
Deadline for inquiries concerning the Statement of Qualifications is January 31, 2020, 3:00 p.m. must be made in writing to:

Linda Harding
lharding@cityofovilla.org
City Accountant
105 S. Cockrell Hill Road
Ovilla, TX, 75154
(972) 617-7262

CONTACT WITH PERSONNEL OF THE CITY OF OVILLA OTHER THAN LINDA HARDING REGARDING THIS REQUEST FOR QUALIFICATIONS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

2. Submission of Proposals-

The following material is required to be received by **Friday, February 2020** for a proposing firm to be considered:

- a. A master copy (so marked) of a Technical Proposal, two copies and one electronic (pdf) copy to include the following:

- i. Title Page

Title page showing the request for proposals subject; the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

- ii. Table of Contents

- iii. Transmittal Letter

A signed letter of transmittal briefly states the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes it is best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for six months.

- iv. Detailed Proposal

The detailed proposal should follow the order set forth in Section 6.2 of this request for qualifications.

- v. Executed copies of Proposer Guarantees and Proposer Warranties, attached to this statement of qualifications (Appendix C and Appendix D)

3. Proposers shall send the completed proposal to the following address:

Pamela Woodall
City Secretary
105 S. Cockrell Hill Rd.
Ovilla, TX 75154

6.2 Technical Proposal

1. General Requirements

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City of Ovilla in conformity with the requirements of this request for qualifications. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be

assigned to this engagement. It should also specify an audit approach that will meet the request for qualifications requirements.

2. Independence

The firm should provide an affirmative statement that is independent of the City of Ovilla as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards.

The firm also should provide an affirmative statement that it is independent of all of the component units of the City of Ovilla as defined by those same standards.

The firm should also list and describe the firm's professional relationships involving the City of Ovilla or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the City Council of the City of Ovilla written notice of any professional relationships entered into during the period of this agreement. Include a completed Conflict of Interest Questionnaire.

3. License to Practice in Texas

An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in Texas.

4. Firm Qualifications and Experience

The proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

5. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Texas.

Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the City of Ovilla, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

6. Prior Engagements with the City of Ovilla

List separately all engagements within the last five years, ranked on the basis of total staff hours, for the City of Ovilla by type of engagement (i.e., audit, management advisory services, other). Indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

7. Similar Engagements with other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum - 5) performed in the last five years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

8. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section 2 of this request for proposal. In developing the work plan, reference should be made to such sources of information as City of Ovilla's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement.
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- c. Sample size and the extent to which statistical sampling is to be used in the engagement.
- d. Type and extent of analytical procedures to be used in the engagement.
- e. Approach to be taken to gain and document an understanding of the City of Ovilla's internal control structure.

- f. Approach to be taken in determining laws and regulation that will be subject to audit test work.
- g. Approach to be taken in drawing audit samples for purposes of tests in compliance.

6.3. DOLLAR COST OF THE AUDIT SERVICES TO BE PROVIDED

Once the City has ranked all validly submitted Statements of Qualifications and selected a firm on the basis of demonstrated competence and qualifications, the City will enter into negotiations with the successful firm in an attempt to obtain a fair and reasonable price for its services. To this end, the firm will be expected to provide the following items for consideration at that time:

- A. The dollar cost is to provide the maximum not-to-exceed fee. The total hours and hourly rate required to complete the requested work by staff classification are to be stated. The resulting all-inclusive maximum not-to-exceed fee amount is to contain all direct and indirect costs, including all out-of-pocket expenses.
- B. The cost to perform the Single Audit (if applicable) is to be shown separately from the cost to audit the basic financial statements and required supplementary information. In addition, the expected rates for any additional services for which the City might desire to utilize the expertise of the auditor on additional projects outside the scope of this financial audit engagement are to be provided.
- C. The expected manner and terms of payment for the proposed engagement are to be provided.

7.0 EVALUATION AND SELECTION PROCEDURES

The City of Ovilla reserves the right to require oral presentations by any or all firms. A contract award may be made without oral presentations and/or discussions with firms after RFQ responses are received by the City. Therefore, RFQ responses should be submitted on the most favorable terms.

All costs directly or indirectly related to preparation of a response or oral presentation, if any, required to supplement and/or clarify an item in the RFQ shall be the sole responsibility of, and shall be borne by, the responding firm.

The City will use the following criteria in selecting the best qualified firm:

- A. Knowledge of generally accepted accounting principles, auditing standards, financial policies, and procedures applicable to governmental entities,
- B. Prior experience in auditing financial statements of similar sized or larger municipal governments in Texas,
- C. Proposing firm's approach to the examination and the work plan for accomplishing the scope of services required in the RFQ,

- D. Availability of trained personnel and technical resources required for conducting the audit and for providing consultation on accounting and other technical matters as needed to keep the City current on any changes in governmental accounting and financial reporting standards, and
- E. A demonstrated ability to provide assistance in obtaining the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association.

7.2 Review of Proposals

The Finance Committee will use a point formula during the review process to score proposals. Each member of the Finance Committee will first score each technical proposal by each of the criteria described in Section 7.3 below. The Finance Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

The City of Ovilla reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

7.3 Evaluation Criteria

Proposals will be evaluated on the following criteria. Firms meeting the mandatory criteria will then have their proposals evaluated and scored for both technical qualifications. The following represents the principal selection criteria which will be considered during the evaluation process.

- 1. Mandatory Elements – all mandatory elements are required to be considered for evaluation of technical quality
 - a. The audit firm is independent and licensed to practice in Texas.
 - b. The firm has no conflict of interest with regard to any other work performed by the firm for the City of Ovilla.
 - c. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.
 - d. The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.
- 2. Technical Quality: 100%
 - a. Expertise and Experience
 - (1) The firm's overall experience and performance with comparable government engagements. 30%
 - (2) The quality of the firm's professional personnel to be assigned and the quality of the firm's management support personnel to be available for technical consultation. 30%
 - b. Audit Approach
 - (1) Approach, tools, and techniques to be utilized to perform the work described in section 2.0 of this RFQ. 30%
 - c. Proposal Thoroughness. 10%

7.5 Final Selection

It is anticipated that a firm will be selected by the Ovilla City Council on March 09, 2020. Following notification of the firm selected, it is expected a contract will be executed between both parties by March 09, 2020.

7.6 Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ovilla and the firm selected.

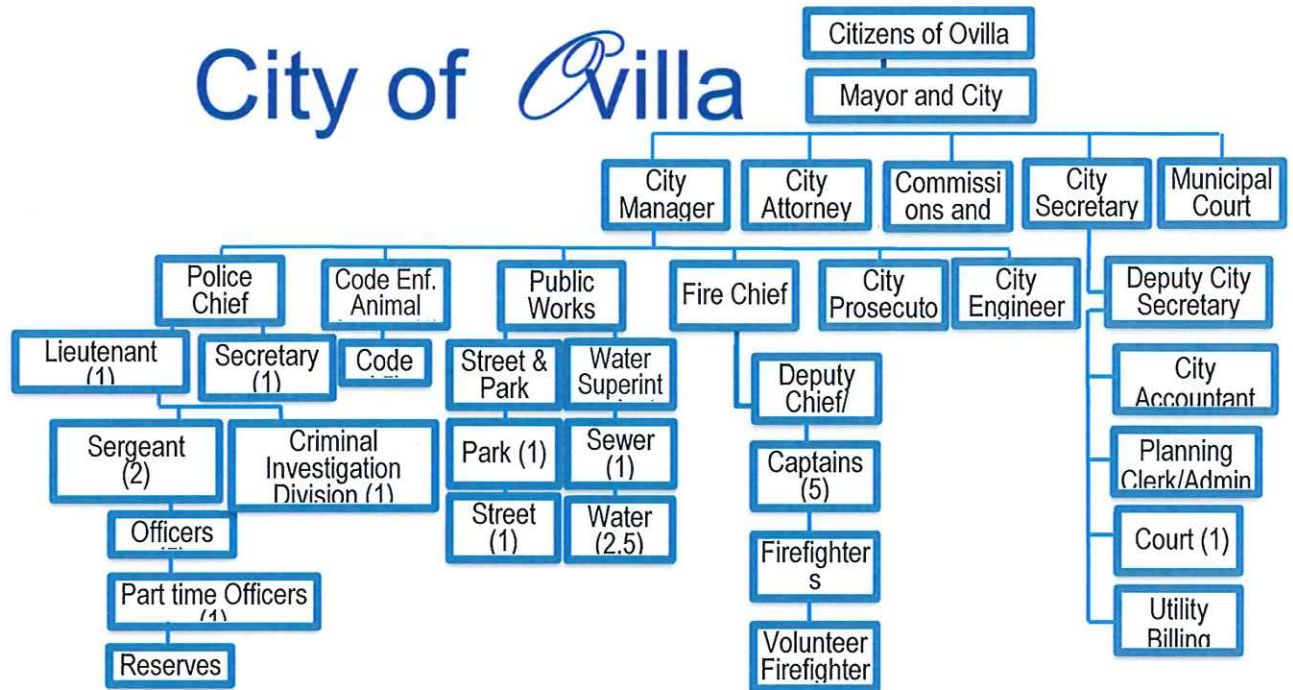
The City of Ovilla reserves the right without prejudice to reject any or all proposals.

APPENDICES

- A. City's Organizational Chart
- B. Proposer's List of Key Officials, Office Locations and Telephone Numbers
- C. Proposer Guarantees
- D. Proposer Warranties
- E. Fiscal Year 2017-18 Comprehensive Annual Financial Report

APPENDIX A

FY 2020 ORGANIZATIONAL CHART



105 S.
Cockrell Hill
Road
Ovilla, TX
75154
972)617.7262

Total Full
Time = 28
Total Part
Time = 53

APPENDIX B

LIST OF KEY PERSONNEL, OFFICE LOCATIONS AND TELEPHONE NUMBER

<u>Name and Title</u>	<u>Location of Office</u>	<u>Telephone</u>
-----------------------	---------------------------	------------------

APPENDIX C

PROPOSER GUARANTEES

- I. The Proposer certifies it can and will provide and make available, as a minimum, all services set forth in Section 2, Nature of Services Required.

Signature of Official:_____

Name (typed):_____

Title:_____

Firm:_____

Date:_____

APPENDIX D

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of Texas laws with respect to foreign (non-state of Texas) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of Ovilla.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official:_____

Name (typed):_____

Title:_____

Firm:_____

Date:_____



Ovilla City Council

AGENDA ITEM REPORT

Item 4

Meeting Date: January 13, 2020

Department: Finance Department

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: P. Woodall, City Secretary, (I)CM

Amount: N/A

Reviewed By: ☒ Interim City Manager ☒ City Secretary ☐ City Engineer

☒ Accountant

☒ Other: City Attorney

Attachments:

1. Request for Proposals

Agenda Item / Topic:

ITEM 4. **DISCUSSION/ACTION** – Consideration of and action authorizing publication of the Request for Proposals for Bank Depository Services and setting a date and time for the City Council Finance Committee to review the qualifying proposals.

Discussion / Justification:

The current banking agreement with Prosperity Bank expires in May 2020 and has no further extensions. The city attorney has reviewed and approved the RFP.

Staff recommends the Request for Proposals for Banking Depository Services be approved and authorized for publication and distribution. Recommended dates:

Anticipated publication date: Friday, January 17, 2020

Inquiries deadline: Friday, January 31, 2020

Proposal deadline: Monday, February 10, 2020 at 3:00 pm

City Council will consider the Finance Committee's recommendation of the banking institution that provides the best value to the City at the March 09, 2020 Regular Meeting.

This item is provided to authorize publication of the RFP and set a meeting of the City Council Finance Committee to review the qualifying proposals:

Finance Committee meeting date and time: February XX 2020

Finance Committee consists of: Linda Harding, Pam Woodall, G Miller, and Council member(s) TBD.

Recommendation / Staff Comments

Staff recommends approval.

Sample Motion(s):

I move to approve and authorize publication of the Request for Proposal (as presented) for Bank Depository Services and setting the date and time for of the City Council Finance Committee as _____ to review the qualifying proposals.

City of Ovilla
Request for Proposal
Bank Depository Services
January 17, 2020

The City of Ovilla, Texas (the "CITY") is requesting proposals from qualified Financial Institutions for Bank Depository Services. The initial contract period will begin June 01, 2020 and end May 31, 2023 with two one-year extensions.

This Request for Proposal ("RFP") defines the minimum specifications, scope of services and outlines the requirements that must be met by Financial Institutions interested in providing such products and services. Financial Institutions shall carefully examine the entire RFP and any addenda thereto, and all related materials referenced in RFP. Financial Institutions are advised to read all sections of this RFP before submitting a proposal.

Proposals will be accepted at Ovilla City Hall, 105 S. Cockrell Hill Road, Ovilla, Texas 75154; until Friday, February 10, 2020, at 3:00 p.m., prevailing local time. Deadline for questions is Tuesday, January 31, 2020 at 4:00 p.m. via email to lharding@cityofovilla.org. Responses to questions will be posted/emailed by Thursday, February 6, 2020.

All sealed proposals must be addressed to Deputy City Secretary, City of Ovilla, and bear the title "The City of Ovilla, Texas - Bank Depository Services" along with the vendor's name and address. Submit five (5) complete copies and one electronic copy of proposal. Facsimile proposals will not be accepted. Late proposals will not be considered. It is the responsibility of the proposer to ensure that the proposal arrives at the correct location by the correct time.

Contact Linda Harding, 972-617-7262 if you have any questions regarding the proposal process. Any firms found to be soliciting other representatives of the City during this Request for Proposal process may be disqualified.

All proposals and information submitted in response to this RFP shall become public record upon proposal opening and will be available for review upon request. The City reserves the right to reject any and all responses and to waive any irregularities and informalities in the proposal process. We look forward to receiving your response.

Glennell Miller, Deputy City Secretary
City of Ovilla
105 S. Cockrell Hill Road
Ovilla, Texas 75154
972-617-7262



TABLE OF CONTENTS

Introduction	3
Request for Proposal	4
Calendar of Events	4
Criteria for Evaluation	5
Account Activities	6
Bank Depository Services	7
Collateral Requirements	10
Investment Activities	11
Overdraft Provisions	11
Other Stipulations	12
Bidding Requirements	12
Miscellaneous	14
Proposal Submitted By	15
Acceptance of Proposal	16
Bank Account Information	17
Banking Fee Schedules	17
Response Documents	20
City's Banking Information	Attached
City's Investment Policy	Attached



INTRODUCTION

The City of Ovilla (the "City") pursuant to Chapter 105, Texas Local Government Code is requesting proposals from eligible and qualified financial institutions to provide the City banking services as described below. The services provided will be in accordance with this Request for Proposal (the "RFP") and attachments. It is the City's intent that a Bank Depository Services Agreement detailing the services to be provided will be duly executed between the City of Ovilla and the selected financial institution.

Any and all charges and fees associated with the Bank Depository Services Agreement must be clearly and accurately included in the RFP response. The charges and fees represented in the RFP response shall overrule any and all previous bank service or other agreements between the City and the financial institution, as they relate to the accounts and services included herein. The City will not be obligated by any charges and fees not clearly and accurately presented in the RFP response. Services initiated after consummation of the Bank Depository Services Agreement shall carry charges and fees mutually agreed to, in writing, by the City and the financial institution. Regardless of time delay, the financial institution shall refund or credit the City for any erroneous charges and fees not agreed to in writing.

The philosophy incorporated into this RFP is to solicit bids for banking services currently utilized or considered by the City. The City intends to manage its funds to minimize service charges and optimize investment income as authorized by policy and permitted by state law. The City anticipates that future collected funds balances will be reduced and/or invested in available investment alternatives.

The new agreement period will be for a period of June 1, 2020 through May 31, 2023, with a provision for two one-year continuations under the same terms and conditions of the contract, subject to the mutual agreement of both parties. The agreement will also provide for an extension period not to exceed ninety (90) days for the transition to a new bank at the end of the term, if necessary.

The City reserves the right to open or close any number or type of accounts, as it deems necessary throughout the term of the agreement. Any fee charged for services not listed but later requested by the City will be mutually agreed upon in writing. All fees shall be fixed for the entire contract period.

The Bank Depository Services Agreement is an important component of the treasury and cash management system of the City. From this perspective, the City is seeking a financial institution that is:

- ◆ The best value to the City,
- ◆ Capable of providing the services required by the City,
- ◆ Meets the requirements of Chapter 105 of the Texas Local Government Code,
- ◆ Willing to be attentive and responsive to the City's financial matters, and
- ◆ Financially sound and meets the City's requirements.



REQUEST for PROPOSAL

This RFP is intended to serve as the bid form for the Bank Depository Services Agreement. There are multiple blanks to fill in and questions to be answered. The evaluation of the bidder's proposal will be based on the responses include herein.

Exceptions, conditions, or qualifications to the provisions of the City's specifications or requirements must be clearly identified as such, with the reasons therefore, and alternate language proposed by bidder, if any, clearly stated and inserted in the appropriate place in the bid submission.

Each of these exceptions, conditions, or qualifications to the City's specifications may be included, as appropriate, in the Contract documents. Items and matters not explicitly excepted in this manner shall be deemed to be in conformance with the City's specifications.

The RFP also requests certain information to be attached and specifically labeled. Responses must be complete, address all aspects of the RFP, and include all requested information to receive full consideration by the City in the selection process. The City may choose to waive any irregularities in any responses received and reserves the right to reject all proposals.

The City desires to enter into a contract of mutual party benefit and will answer all questions pertaining to this RFP. Please note the following calendar of events for the dates and times of key elements in the bid procedure.

CALENDAR OF EVENTS

TARGET DATE	DESCRIPTION OF EVENTS
Friday January 17, 2020	RFP distributed to prospective financial institutions
Friday. January 31, 2020, 4:00 p.m.	Deadline for questions to LHarding@cityofovilla.org
Thursday, February 6, 2020, 4:0 p.m.	Responses to questions posted/emailed
Friday, February 10, 2020	Proposal due 3:00 P.M. at City Hall, 105 S. Cockrell Hill
TBD	City Council Finance Committee consider proposals
Monday, March 09, 2020	City Council consideration of contract award
Monday, June 01, 2020	New Bank Depository Services Agreement period begins



CRITERIA FOR EVALUATION

The City shall carefully review the submitted proposals. The Finance Committee's recommendation to Council shall be based on the proposal determined to be "the best value" for the City. The evaluation of the proposals will be made based on, but not limited to, the following criteria, in no order of priority:

- ◆ Ability to perform and provide the required and requested services;
- ◆ Reputation of bidder and quality of services;
- ◆ Cost of services;
- ◆ Funds availability;
- ◆ Interest paid on interest bearing accounts and deposits;
- ◆ Earnings credit calculation on account balances;
- ◆ Completeness of bid and agreement to points outlined in the RFP;
- ◆ Previous service relationship with the City; and
- ◆ Financial strength and stability of institution.



ACCOUNT ACTIVITIES

Governmental Funds: As of the end of the December 31, 2019, the City's governmental funds reported combined ending fund balances of \$4,101,955.29. Approximately 79% of this total amount \$846,821.03 constitutes unreserved fund balance. The remainder of the fund balance is reserved to indicate that it is not available for new spending because it has already been committed to pay for debt service. The debt service fund has a total fund balance of \$163,832. The net decrease in fund balance during the current year in the debt service fund was \$42,239.04. The **General Fund** is the chief operating fund of the City. At the end of the current fiscal year, unreserved fund balance of the general fund was \$846,821.03. Unreserved fund balance represents 20.64% of total general fund expenditures. The fund balance of the City's general fund increased \$346,699 during the current fiscal year. Unrestricted net assets of the **Water and Sewer Fund** at the end of the year amounted to \$1,028,174. Net assets decreased in 2017 by \$6,500. Other factors concerning the finances of this fund have already been addressed in the analysis of the City's operations.

The City has a approx. 81-person payroll paid bi-weekly with checks and direct deposits drawn on the Payroll Account in the approximate amount of \$58,000 per payroll. The City offers its employee's direct deposit of payroll with 80 employees utilizing direct deposit. The General Fund consolidated account averages 165 checks issued each month and an average of 165 deposits. The General Fund, Municipal Development District, Employee Benefit Trust, Economic Development issue checks.

City of Ovilla banking information as of 1-9-20 is Attachment 1. The City of Ovilla currently has fifteen accounts with an estimated value of \$5,286,924.19. City of Ovilla Investment Policy - Attachment 2.

Special revenue funds are used to account for the proceeds of specific revenue sources that are restricted by law or administrative action to be used for specified purposes:

- **4B EDC Fund** – This fund is used to account for the Ovilla Economic Development Corporation created to promote economic development in Ovilla.
- **Employee Benefits Fund** – This fund is used to account for the city funds and employee paid funds associated with the employee benefit of health policies.
- **Municipal Development District** – This fund is used to account for the MDD created to develop and finance permissible projects such as convention center, civic center, and facilities.



BANK DEPOSITORY SERVICES

The City requests information on the following services:

- A. Balance Reporting – The City requires online balance reporting for daily access to its account balance information. The minimum information to be contained in the electronic reporting should be for the previous business day and include ledger balance, collected balance, one day float amount, two-day float amount, total credits, total debits, and detail debits and credits. Availability to access same-day information, historical statements, is requested and access to the information through the internet is required. Historical information should be maintained online and accessible for two months. Deposits by remote capture is requested.

☐
☐

Yes, can provide as requested/required.

No, cannot provide as requested/required.

Comment. _____

- B. Controlled Disbursement – The City could potentially in the future consider the use of a controlled disbursement account. The controlled disbursement presentment notification should also be accessible through Balance Reporting. This information should be available and accessible by 10:00 A.M. local time.

☐

Yes, can provide as requested/required.

☐

No, cannot provide as requested/required.

Comment. _____

- C. Positive Pay and Account Reconciliation - The City has a requirement for positive pay and full account reconciliation services on the all the City's Accounts. The Bank would only honor those checks issued by the City that are pre-authorized through the positive pay system. Positive Pay files will be transmitted electronically.

☐

Yes, can provide as requested/required.

☐

No, cannot provide as requested/required.

Comment. _____

- D. ACH Debit Blocking – The City has a requirement for ACH debit blocking capabilities on its accounts, with the ability to selectively permit specified ACH debits on certain accounts and restrict all ACH debits from certain accounts.

☐

Yes, can provide as requested/required.

☐

No, cannot provide as requested/required.



Comment. _____

- E. Account Analysis – The City desires account analysis statements delivered to the City on a monthly basis by individual account and at group level, which will reflect average ledger balance, average uncollected funds, average collected balance, reserve requirement, average available balance, rate and amount of earnings credit, detail of services provided with quantities and unit fees for each, and total service cost.

☐

Yes, can provide as requested/required.

☐

No, cannot provide as requested/required.

Comment. _____

- F. Bank Statements - Statements shall be rendered within seven (7) working days after the close of the calendar month. Statements or accounts shall not be placed in dormant mode for inactivity. The statement shall include debits and credits made on the last day of the period and the detail items. Bank statements should be received on a monthly basis, even if there is no activity for the account.

☐

Yes, can provide as requested/required.

☐

No, cannot provide as requested/required.

Comment. _____

- G. Credit Card Payments – The City allows its patrons to pay for certain charges utilizing credit cards. The City currently recognizes the Visa and MasterCard logo and accepts credit card payments for Utility Services via the internet. The City maintains a separate credit card-processing contract.

☐

Yes, can provide as requested/required.

☐

No, cannot provide as requested/required.

Comment. _____

- H. Collateralization – The balances maintained in all accounts must be collateralized in the same manner and under the same stipulations as outlined in the Collateral Requirements section. The City anticipates utilizing interest bearing accounts or an overnight sweep investment option. In the event interest-bearing accounts are utilized, the maximum ledger balances could exceed \$2,000,000 in the aggregate during the months of December and January of each year. Historically the average balances are less than \$300,000. Each account shall be insured and collateralized. Please clearly explain any collateral limitations or fees. The City reserves the right to maximize or minimize bank balances regardless of historical patterns. It is expected that the successful bank will monitor the collateral adequacy daily and, with prior notice by the City, provide additional collateral to secure balances in excess of anticipated levels.

☐

Yes, can provide as requested/required.

☐

No, cannot provide as requested/required.

Comment. _____

- I. Sweep Account – If interest-bearing accounts are not utilized, the City requires the use of a sweep account for overnight investment of funds in excess of a target balance in the Pooled Cash Accounts. This sweep investment account shall comply with the Public Funds Investment Act and Investment Policy.

☐

Yes, can provide as requested/required.

☐

No, cannot provide as requested/required.

Comment. _____

- J. Payment for Services – The City may elect to pay for all services provided by the earnings credit amount generated by account balances, or by direct payment, or a combination of both.

☐

Yes, can provide as requested/required.

☐

No, cannot provide as requested/required.

Comment. _____

- K. Account Settlement – Settlement of the excess/deficient condition as reflected by the group level account analysis is to occur on a quarterly basis.

☐

Yes, can provide as requested/required.

☐

No, cannot provide as requested/required.

Comment. _____

- L. Research – The City requests that all research requests are responded to within three business days of the request.

☐

Yes, can provide as requested/required.

☐

No, cannot provide as requested/required.

Comment. _____



M. Bank Errors – Bank errors resulting in lost interest to the City will be reimbursed by the Bank to the City. The method of reimbursement will be agreed upon by the Bank and the City.

☐

Yes, can provide as requested/required.

☐

No, cannot provide as requested/required.

Comment. _____

N. NSF Items – The City desires for NSF/Charge-backs to be processed or run through twice before charging back to the City's Master Account.

☐

Yes, can provide as requested/required.

☐

No, cannot provide as requested/required.

Comment. _____

COLLATERAL REQUIREMENTS

A. As security for the deposits of the City, the successful bank shall pledge securities equal to 102% of their market value, of the largest total balances the City maintains in the bank, less the amount provided by the Federal Deposit Insurance Corporation. The securities so pledged shall satisfy the requirements of the Public Funds Collateral Act, Chapter 2257, Texas Government Code, and the Investment Policy (Attached).

B. The securities pledged shall be held in safekeeping at an independent financial institution acceptable to both the City and the successful bank. The original copy of all security receipts shall be filed with the City Secretary.

C. The successful bank and the custodial bank shall provide the City a report of securities pledged at the end of each month or at any time requested by the City. The report should reflect the total pledged securities itemized by:

Name
Type / Description
CUSIP
Par Value
Market Value
Maturity Date
Rating by Moody's or Standard & Poor's

D. Any substitutions of the securities or reductions in the total amount pledged shall be made only by and with the proper written authorization of an authorized City signatory. The City shall approve all securities pledged. In the case of reduction requests, the bank shall provide in writing that collateral shall be available when needed to meet normal balance increases throughout the year.



- E. The Board of Directors or designated committee of the successful bank will be required to provide a resolution of certification approving the commitment and delivery of the collateral to the safekeeping institution not later than five days before the commencement of the contract period.

☐

Yes, can provide as requested/required.

☐

No, cannot provide as requested/required.

Comment. _____

INVESTMENT ACTIVITIES

- A. Direct Investment Alternative – The City's direct investment activities may take place in City accounts. The City requires that it can move funds between accounts via a secure Internet site. The City shall have the right, at its sole discretion, to direct investment of its funds. The successful bank will be required to provide clearing and safekeeping services for City investment activity. The attached Investment Policy outlines the City's options for investing any and all funds. The policy is subject to annual review.

☐

Yes, can provide as requested/required.

☐

No, cannot provide as requested/required.

Comment. _____

OVERDRAFT PROVISIONS

The City does not intend to have a net overdraft position occur during the contract period. A net overdraft shall be defined as a negative balance in the City's accounts collectively, not by individual account.

In the event a check or checks shall be presented for payment where there is insufficient funds for the purpose of paying checks, the successful bank agrees to promptly notify the City Secretary/Office Manager or other signatory person, by telephone or other means, of the overdraft condition, and to provide the City a period not exceeding one business day to respond and rectify the condition.

☐

Yes, can provide as requested/required.

☐

No, cannot provide as requested/required.

Comment. _____



OTHER STIPULATIONS

- A. The successful bidder shall notify the City in writing within ten (10) days of any changes in Federal or State regulations or laws that would affect the Bank Depository Services Agreement.
- B. Notification of wire transfers shall be made by a written confirmation mailed to the City the same day of the transaction.
- C. In the event it would be ruled illegal under the provisions of any Federal or State laws or regulations for the successful bank to comply with the requirements of the Bank Depository Services Agreement, then the City expressly reserves the right and privilege to cancel the Bank Depository Services Agreement and to re-bid.
- D. The successful bank's records relating to the City's accounts shall be open for review during normal business hours by designated staff members or appointed independent auditors.
- E. The City reserves the right to open and maintain one or more demand accounts at financial institutions not affiliated with the successful bank.
- F. The City expressly reserves the right to terminate the depository agreement with or without cause at any time by providing written notice to the depository to close its accounts.

☐

Yes, can provide as requested/required.

☐

No, cannot provide as requested/required.

Comment. _____

BIDDING REQUIREMENTS

- A. Sealed Proposals will be accepted at Ovilla City Hall until Friday, February 10, 2020, at 3:00 p.m., prevailing local time.
- B. All sealed proposals must be addressed to Deputy City Secretary, City of Ovilla, and bear the title **"The City of Ovilla, Texas - Bank Depository Services."** along with the vendor's name and address.

Ms. Glennell Miller, Deputy City Secretary
City of Ovilla
105 S. Cockrell Hill Rd.
Ovilla, TX 75154
972-617-7262
- C. NO PROPOSAL SHALL BE RECEIVED AFTER 3:00 P.M. ON THE DATE DUE.
- D. The proposing institution shall use this RFP as the Official Bid Form. Submitted prices, rates, conditions, and answers shall be included in final contract form. The signed, submitted



response should include printed copies of all completed worksheets and will be deemed the respondent's official proposal.

- E. The City reserves the right to request additional information or to meet with representatives from proposing organizations to discuss points in the proposal before and after submission, any and all of which may be used in forming a recommendation.
- F. The City reserves the right to reject any and all proposals, and to accept the proposal it considers in its best interest based upon the requirements and descriptions outlined in this RFP.
- G. Bidder must qualify under current Texas law as a state or national bank to serve as a municipal depository bank.
- H. Transfer of funds will commence at such time the successful bank has provided the City with all required forms and supplies necessary to insure uninterrupted day-to-day operations. The successful bank commits its "best efforts" to complete the execution of documentation and transfer of funds by contract period start date. Failure to complete by the start date, at the discretion of the City, could be considered grounds for bid bond forfeiture and alternative bank selection.
- I. The successful bank shall, upon termination of contract, cooperate with the new bank for transfer of funds.
- J. There will be no formal bid opening at the expiration of the response deadline. Upon written request, a copy of the accepted proposal will be available after the City Council selects the successful bank.
- K. Any questions concerning this RFP should be directed to:

City Accountant, Linda Harding
City of Ovilla
105 S. Cockrell Hill Rd.
Ovilla, TX 75154
972-617-7262
lharding@cityofovilla.org

☐

Yes, can provide as requested/required.

☐

No, cannot provide as requested/required.

Comment. _____

MISCELLANEOUS



- A. The City shall reserve the right to a review meeting when needed to evaluate the working relationship between the City and the successful bank. The objective shall be to address any problems and to seek solutions as well as keeping abreast of changes, new services, or new requirements.
- B. The final appointment of the successful bank shall be made by contract award of the Ovilla City Council. The successful bank shall be required to enter into a contract that incorporates all of the requirements of their submitted RFP as the OFFICIAL BID FORM, along with the accompanying related schedules and materials as called for in this RFP. Additional contract attachments include: collateral custodial agreement, FIRREA bank certification, and PFIA investment provider certification.
- C. This RFP has been duly advertised and is being offered for consideration to financial institutions.

This Request for Proposal is being offered by the following person duly authorized to act on behalf of the City, Glennell Miller, Deputy City Secretary.



BANK ACCOUNT INFORMATION

(same information provided on page 6, Account Activities)

Governmental Funds: As of the end of the December 31, 2019, the City's governmental funds reported combined ending fund balances of \$4,101,955.29. Approximately 79% of this total amount \$846,821.03 constitutes unreserved fund balance. The remainder of the fund balance is reserved to indicate that it is not available for new spending because it has already been committed to pay for debt service. The debt service fund has a total fund balance of \$163,832. The net decrease in fund balance during the current year in the debt service fund was \$42,239.04. The **General Fund** is the chief operating fund of the City. At the end of the current fiscal year, unreserved fund balance of the general fund was \$846,821.03. Unreserved fund balance represents 20.64% of total general fund expenditures. The fund balance of the City's general fund increased \$346,699 during the current fiscal year. Unrestricted net assets of the **Water and Sewer Fund** at the end of the year amounted to \$1,028,174. Net assets decreased in 2017 by \$6,500. Other factors concerning the finances of this fund have already been addressed in the analysis of the City's operations.

The City has a approx. 81-person payroll paid bi-weekly with checks and direct deposits drawn on the Payroll Account in the approximate amount of \$58,000 per payroll. The City offers its employee's direct deposit of payroll with 80 employees utilizing direct deposit. The General Fund consolidated account averages 165 checks issued each month and an average of 165 deposits. The General Fund, Municipal Development District, Employee Benefit Trust, Economic Development issue checks.

City of Ovilla banking information as of 1-9-20 is Attachment 1. The City of Ovilla currently has fifteen accounts with an estimated value of \$5,286,924.19. City of Ovilla Investment Policy - Attachment 2.

BANKING SERVICES FEE SCHEDULE

Bank Name: _____

	Charge per Item	Monthly Service Charge
Account Maintenance	_____	_____
Number of Deposits	_____	_____
Outgoing Wire Transfers	_____	_____
Incoming Wire Transfers	_____	_____
Stop Payments	_____	_____
Returned Items (NSF)	_____	_____
Fine Sort Checks	_____	_____
Research Items	_____	_____



Locking Bank Bags	_____	_____
Endorsement Stamps	_____	_____
Direct Deposits (ACH Processing)	_____	_____
Daily Balance Reporting	_____	_____
Zero Balanced Accounts	_____	_____
Reconciliation	_____	_____
Commercial Deposits	_____	_____
	Charge per Item	Monthly Service Charge
Check Processing	_____	_____
Check Printing (per 500)	_____	_____
Printed Deposit Slips (per 200)	_____	_____
Computer Access to Accounts	_____	_____
On-line Banking	_____	_____
Microfilming or imaging of checks	_____	_____
Night Deposit Services	_____	_____
Other – Specify:	_____	_____
Charges for handling	_____	_____
Temporary Overdrafts	_____	_____
Remotely Deposit Checks	_____	_____
Machine to process Checks Remotely	_____	_____
Check Cashing for Employees	_____	_____
Total Annual Service Charge	_____	_____

1) Certificates of Deposit \$100,000 (or more):

Term	Rate	Minimum \$	Maximum \$
7 to 29 days	_____	_____	_____
30 to 59 days	_____	_____	_____



60 to 89 days			
90 to 119 days			
120 to 149 days			
150 to 179 days			
180 to 269 days			
270 to 364 days			
1 to 2 years			
2 to 3 years			

2) Overdrafts:

Overdrafts are not anticipated to occur, however, should a net overdraft condition occur, the following stipulations shall apply:

Maximum number of banking days the overdraft shall be allowed: _____

Maximum amount of the overdraft: \$ _____

Interest rate per annum computed on the overdraft: _____ %

- 3) The City requests one relationship manager to coordinate the financial institution's efforts in providing the requested services. This individual will be the City contact and will be directly responsible for facilitating all City/financial institution interaction:

Description	Name	Title	Phone
-------------	------	-------	-------

Relationship Officer			
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Name of Officer most likely to answer questions pertaining to information presented within the proposal.



RESPONSE DOCUMENTS (Please label and attach in the order requested):

1. Monthly account analysis statement that will be provided to the City, and indicate any capability to provide the information electronically.
2. Explanation of the institutions' policy and methodology used in setting rates paid on interest bearing accounts and account analysis earnings credit. Indicate if they are based on a market rate such as T-Bill discount or yield rate, or the federal funds rate, etc., and when the rates are changed. Also, please provide a historical schedule of rates paid.
3. Collateral agreement clearly stating that the custodian is instructed to release the collateralized securities to the City if the City has determined that the bank has failed to pay on any accounts, or the City has determined that the City's funds are in jeopardy for any reason, including but not limited to involuntary closure or change in ownership. The collateral agreement shall have signatories and be executed by the custodian, the successful bank, and the City.
4. Latest annual financial statements, the most recent quarterly F.D.I.C. call reports, and the Uniform Bank Performance Report for the latest fiscal year end.
5. Information describing the institution's security measures to prevent fraud and unauthorized electronic and non-electronic transfers, and protect the integrity of computer banking services and internal computer systems.
6. Technology specifications for use of all proposed electronic systems and services.
7. Sample safekeeping report of the information the City shall receive monthly from the Custodian.
8. Information on the sweep/overnight investment account recommended for use by the City.
9. Summary of the institution's business continuation plans as they pertain to the City's ability to perform normal banking functions during natural and un-natural bank operation disruptions, including a Statement of Commitment to provide the City continuous and ongoing bank depository services to the best of the financial institution's ability.
10. Lists of Comparable References and Current Texas Public Funds Clients.

Quick View

Certificate of Deposit

Data reported as of Jan 9, 2020 3:

Account Number	Current Balance	Interest Accrued
*0608 GF Reserve CD	\$57,544.94	\$198.60
*0694 GF Reserve CD	\$254,438.96	\$627.08

DDA

Data reported as of Jan 9, 2020 3:

Account Number	Current Balance	Available Balance	Collected Balance	Prior Day Balance
*3909 Fire Dept. Auxil.	\$0.00	\$0.00	\$0.00	\$0.00
*9792 Police Special Fund	\$0.00	\$0.00	\$0.00	\$0.00
*4323 Water Money Market	\$149.88	\$149.88	\$149.88	\$149.88
*8777 employee benefit trust	\$52.75	\$52.75	\$52.75	\$52.75
*8220 LEOSE	\$1.79	\$1.79	\$1.79	\$1.79
*8662 Bryson Manor Phase I	\$301,767.05	\$301,767.05	\$301,767.05	\$301,767.05
*8699 W&S Impact-Sewer	\$117.62	\$117.62	\$117.62	\$117.62
*7531 Water Credit Card	\$0.11	\$0.11	\$0.11	\$0.11
*3691 4B EDC	\$546,911.58	\$546,911.58	\$546,911.58	\$546,911.58
*7451 MDD Fund	\$361,987.47	\$361,987.47	\$361,987.47	\$361,987.47
*9437 GF Operating	\$3,728,011.61	\$3,739,854.95	\$3,728,011.61	\$3,696,832.46
*9445 W&S Fund Operating	\$829.78	\$829.78	\$829.78	\$829.78
*2322 Water Impact	\$0.48	\$0.48	\$0.48	\$0.48
*0291 Debt Fund	\$13,384.14	\$13,384.14	\$13,384.14	\$13,384.14
*7583 GF Reserves Money Mkt.	\$130,335.95	\$130,335.95	\$130,335.95	\$130,335.95
*7605 GF Money Market	\$234,392.13	\$234,392.13	\$234,392.13	\$234,392.13
*7613 Park Fund Money Mkt.	\$57.54	\$57.54	\$57.54	\$57.54
*7648 Capital Projects Money Mkt.	\$103.46	\$103.46	\$103.46	\$103.46

* indicates rei

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RESOLUTION R2018-05

A RESOLUTION OF THE CITY OF OVILLA, TEXAS, ADOPTING AN UPDATED PUBLIC INVESTMENT POLICY AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, Section 2256.005 of the Texas Government Code provides that the governing body of an investing entity shall adopt by rule, order, ordinance or resolution a written investment policy and review same not less than annually; and

WHEREAS, on May 24, 2010, the City Council adopted Ordinance No. 2010-012 establishing a Public Funds Investment Policy, codified as Chapter 1, Division 4., Sections 1.05.111-1.05.125 of the Ovilla Code of Ordinances; and

WHEREAS, the City Council adopted Resolution 2012-011 on August 27, 2012, amending and updating the City of Ovilla's Public Funds Investment Policy; and

WHEREAS, the City Council approved Ordinance 2014-006 with the adoption of Resolution 2014-010 on April 14, 2014, amending, updating and repealing certain sections the City of Ovilla's Public Funds Investment Policy; and

WHEREAS, the City Council finds and determines that it is in the best interest of the City of Ovilla to adopt an updated investment policy by resolution codified in Chapter 1, Division 4., Section 1.05.111 of the Ovilla Code of Ordinances.

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

SECTION ONE

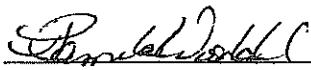
The Public Funds Investment Policy attached hereto as "Exhibit A" is declared to be the written Public Funds Investment Policy of the City of Ovilla, as required by Section 2256.005 of the Texas Government Code. A true and correct copy of same shall be maintained by the City Secretary and shall be reviewed by City Council, and revised as necessary, at least annually.

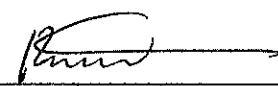
SECTION TWO

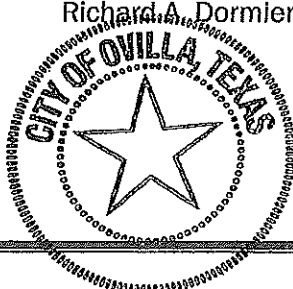
This resolution shall be in full force and effect from and after its passage and approval.

RESOLVED, PASSED AND APPROVED ON THIS 08th DAY OF January 2018.

ATTEST:


Pamela Woodall, City Secretary


Richard A. Dormier, Mayor



CITY OF OVILLA, TEXAS

INVESTMENT POLICY

January 8, 2018

Adopted by Resolution R2018-05, January 8, 2018

INVESTMENT POLICY

PREFACE

It is the policy of the City of Ovilla (the "City") that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risks of investments, all available funds shall be invested in conformance with these legal and administrative guidelines to obtain a market rate of return.

Effective cash management is recognized as essential to good fiscal management. An active cash management and investment policy will be pursued to take advantage of investment interest as a viable and material source of revenue for City funds. The City's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. The City will invest public funds in a manner that will provide the maximum security and a market rate of return while meeting the daily cash flow demands of the City.

The City is required under the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) to adopt a formal written Investment Policy for the investment of public funds. These policies serve to satisfy the statutory requirement (specifically the Public Funds Investment Act, Chapter 2256 of the Texas Government Code [the "Act"]) to define, adopt and review a formal investment strategy and policy.

**CITY OF OVILLA
INVESTMENT POLICY
TABLE OF CONTENTS**

1. PURPOSE.....	3
2. INVESTMENT STRATEGY.....	3
3. SCOPE.	6
4. INVESTMENT OBJECTIVES.....	6
5. INVESTMENT RESPONSIBILITY.	7
6. AUTHORIZED INVESTMENTS.....	8
7. DIVERSIFICATION.	11
8. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS.	12
9. DELIVERY VERSUS PAYMENT.....	12
10. SAFEKEEPING AND COLLATERALIZATION.....	12
11. INTERNAL CONTROL.	14
12. PERFORMANCE.	14
13. REPORTING.....	14
14. INVESTMENT POLICY ADOPTION AND AMENDMENT.....	15
 GLOSSARY OF TERMS.....	 13

Certification of Business Organization Sample Form

1. PURPOSE. The purpose of this investment policy (the "Policy") is to set forth specific investment policy and strategy guidelines for the City in order to achieve the goals of safety and liquidity, achieve a market rate of return, and maintain public trust in all investment activities. On an annual basis, the City Council shall review the investment strategy and policy and shall approve Policy revisions, if any, by formal resolution.

2. INVESTMENT STRATEGY. The City maintains a comprehensive and proactive cash management program that is designed to monitor and control all City funds to ensure maximum utilization and yield a market rate of return. (For the purpose of this policy, a "market rate of return" refers to the approximate interest rate that could be earned by an investor in a specific maturity range at any given point in time. For example, an investor seeking to earn a market rate of return while maintaining an investment portfolio with an average maturity of 90 days, would hope to earn approximately the same as a three-month agency discount note. If the investor earns a rate much higher than this, it might signal an inappropriate level of risk.) The basic and underlying strategy of this program is that all of the City's funds are earning interest. It is the responsibility and obligation of the City to maintain a flexible approach and be prepared to modify the investment strategy as market conditions dictate. The investment strategy described is predicated on conditions as now exist and are subject to change. The investment strategy emphasizes low credit risk, diversification, and the management of maturities. The strategy also considers the expertise and time constraints of the investment officers. The allowable investment instruments as defined in Section 6 of this

Policy reflect the avoidance of credit risk. Diversification refers to dividing investments among a variety of securities offering independent returns. This strategy uses local government investment pools to achieve diversification. The management of maturities refers to structuring the maturity dates of the direct investments so that, while funds are initially invested for a longer period of time, some investments mature as cash needs require.

2.1 The primary investment strategy and objectives of the City as specified in this Policy (See Section 4.) are listed below, in their order of importance:

- Safety and preservation of principal;
- Maintenance of sufficient liquidity to meet operating needs;
- Achieve a market rate of return on the investment portfolio; and
- Seek at all times to maintain public trust by adhering to the above stated objectives.

2.2 The list of investments authorized by this Policy intentionally excludes some investments allowed by state law. The restrictions limit possible credit risk and provide the maximum measure of safety. Within the investment objectives, the investment strategy is to utilize authorized investments for maximum advantage to the City. To increase the interest earnings for funds identified as being available for investment over longer periods of time based upon a cash requirements projection, the City will consider the following strategies:

2.2.1 **Strategy No. 1.** Diversifying the City's investment opportunities through the use of local government investment pools and money market mutual funds as authorized by the City Council. An investment pool is an entity created to invest public funds jointly on behalf its' participants and whose investment objectives in order of priority match those objectives of the City. Funds are usually available from investment pools on a same-day basis, meaning the pools have a high degree of liquidity. Because of the size and expertise of their staff, investment pools are able to prudently invest in a variety of the investment types allowed by state law. In this manner, investment pools achieve diversification. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank are available for deposit in investment pools.

2.2.2 **Strategy No. 2.** Building a ladder of Investment Policy authorized securities with staggered maturities for all or part of the longer-term investable funds. The benefits of this ladder approach include the following:

- It is straight-forward and easily understood;
- It represents a prudent diversification method;
- All investments remain within the approved maturity horizon;
- It will normally allow the City to capture a reasonable portion of the yield curve; and
- It provides predictable cash flow with scheduled maturities and reinvestment opportunities.

2.2.3. **Strategy No. 3.** At this time, the City does not use an investment management firm. Should the City determine a need, the following strategy will apply:

Pursuant to the Public Funds Investment Act (Texas Government Code 2256.003), the City may, at its discretion, contract with an investment management firm registered under the Investment Advisors Act of 1940 (15 U.S.C. Section 80b-1 et seq.) and with the State Securities Board to provide for investment and non-discretionary management of its public funds or other funds under its control.

An appointed Investment Advisor shall act solely in an advisory and administrative capacity, within the guidelines of this Investment Policy. At no time shall the advisor take possession of securities or funds or otherwise be granted discretionary authority to transact business on behalf of the City. Any contract awarded by the City Council for investment advisory services may not exceed two years, with an option to extend by mutual consent of both parties.

Duties of the Investment Advisor shall include, but not be limited to, assistance in purchasing securities, securities clearance, producing required reports, pricing the portfolio, performing due diligence on broker/dealers, market monitoring and economic review.

Any Investment Advisor contracted by the City shall abide by the *Prudent Expert Rule*, whereby investment advice shall, at all times, be given with the judgment and care, under circumstances then prevailing, which persons paid for their special prudence, discretion and intelligence in such matters exercise in the management of their client's affairs, not for speculation by the client or production of fee income by the advisor or broker, but for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived.

2.2.4. Strategy No. 4. The City will maintain portfolio(s) that utilize four specific investment strategy considerations designed to address the unique characteristics of the fund group(s) represented in the portfolio(s):

2.2.4.1 Investment strategies for operating funds and pooled funds containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio that will experience minimal volatility during economic cycles through diversification by security type, maturity date and issuer. All security types, as authorized by this policy, are considered suitable investments for the operating and pooled funds.

2.2.4.2 Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date(s). These funds have predictable payment schedules. Therefore investment maturities shall not exceed the anticipated cash flow requirements.

2.2.4.3 Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund. Managing the Debt Service Reserve Fund's portfolio maturities to not exceed the call provisions of the bond issue will reduce the investment's market risk if the City's bonds are called and the reserve fund liquidated. No investment maturity shall exceed the final maturity of the bond issue.

2.2.4.4 Investment strategies for special projects or capital projects funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. Market conditions and arbitrage regulations will influence the investment of capital project funds. When market conditions allow, achieving a positive spread to applicable arbitrage yield is the desired objective, although at no time shall the anticipated expenditure schedule be exceeded in an attempt to increase yield.

2.2.5 **Strategy No. 5 - Hold until Maturity.** The strategy of the City is to maintain sufficient liquidity in its portfolio so that it does not need to sell a security prior to maturity. Should it become necessary to sell a security prior to maturity, where the sale proceeds are less than the current book value, the prior written consent of the City Manager must be obtained. Securities may be sold prior to maturity by the Investment Officer at or above their book value at any time. The result of all sales of securities prior to maturity shall be reported to the City Manager within two business days of the sale. The report shall provide the amount of proceeds from the sale, including accrued interest to the date of sale, less the current book value and the dollar amount of gain on the sale.

2.2.6 **Strategy No. 6 - Pooling of Deposits and Investments.** All demand deposits of the City will be concentrated with one central depository. This procedure will maximize the City's ability to pool cash for investment purposes, and provide more manageable banking relationships. In addition, depositories not holding demand deposits of the City may be eligible to bid on City investments, subject to the approval of the City Manager.

2.2.7 **Strategy No. 7 - Depository Bank Relationships.** This Policy shall further seek to maintain good depository bank relationships while minimizing the cost of banking services. The City will seek to maintain a depository contract that will be managed to a level that minimizes the cost of the banking relationship to the City, while allowing the City to earn an appropriate return on idle demand deposits.

2.2.8 **Strategy No. 8 - Single Pooled Fund Group.** A single strategy is specified, in accordance with the single pooled fund group as defined in this Policy. However, earnings from investments will be allocated on a pro-rata cash basis to the individual funds and used in a manner that will best service the interests of the City.

2.2.9 **Strategy No. 9 - Maximizing Investable Cash Balances.** Procedures shall be established and implemented in order to maximize investable cash by decreasing the time between the actual collection and the deposit of receipts, and by the controlling of disbursements.

3. SCOPE. The Investment Policy shall govern the investment of all financial assets considered to be part of the City entity and includes the following funds or fund types: the General Fund, Enterprise Funds, Special Revenue Funds, General Obligation Interest and Sinking Fund, Capital Projects Funds, Special Revenue Funds, EDC Fund, MDD Fund and any other funds which have been contractually delegated to the City for management purposes. The City may add or delete funds as may be required by law, or for proper accounting procedures. This policy does not include funds governed by approved trust agreements, or assets administered for the benefit of the City by outside agencies under retirement or deferred compensation programs. Additionally, bond funds (including debt service and reserve funds) are governed by bond ordinances and are subject to the provisions of the Internal Revenue Code and applicable federal regulations governing the investment of bond proceeds.

4. INVESTMENT OBJECTIVES. Funds of the City shall be invested in accordance with all applicable Texas statutes, this Policy and any other approved, written administrative procedures. The four objectives of the City's investment activities shall be as follows (in the order of priority):

4.1 **Safety of Principal.** Safety of principal invested is the foremost objective in the investment decisions of the City. Each investment transaction shall seek to ensure the preservation of capital in the overall portfolio. The risk of loss shall be controlled by investing only in authorized securities, as defined in this Policy, by qualifying the financial institutions with whom the City will transact business and through portfolio diversification. Safety is defined as the undiminished return of the principal on the City's investments.

4.2 **Liquidity.** The investment portfolio shall be managed to maintain liquidity to ensure that funds will be available to meet the City's cash flow requirements and by investing in securities with active secondary markets. Investments shall be structured in such a manner as will provide the liquidity necessary to pay obligations as they become due. A security may be liquidated prior to its stated maturity to meet unanticipated cash requirements, or to otherwise favorably adjust the City's portfolio, in accordance with Section 2.2.5 above.

4.3 **Market Rate-of-Return (Yield).** The City's investment portfolio shall be designed to optimize a market rate-of-return on investments consistent with risk constraints and cash flow requirements of the portfolio. The investment portfolio shall be managed in a manner that seeks to attain a market rate of return throughout budgetary and economic cycles. The City will not attempt to consistently attain an unrealistic above market rate-of-return, as this objective will subject the overall portfolio to greater risk. Therefore, the City's rate of return objective is secondary to those of safety and liquidity. Rate of return (yield) is defined as the rate of annual income return on an investment, expressed as a percentage.

4.4 **Public Trust.** All participants in the City's investment program shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction that might involve a conflict of interest or otherwise impair public confidence in the City's ability to govern effectively. All officials of the City having either a direct or indirect role in the process of investing idle funds shall act responsibly as custodians of the public trust.

5. INVESTMENT RESPONSIBILITY. As provided in this policy, the daily operation and management of the City's investments are the responsibility of the following person.

5.1 **Delegation of Authority.** The City Manager and the City Accountant are authorized to deposit, withdraw, invest, transfer or manage in any other manner the funds of the City. Management responsibility for the investment program is hereby delegated to the City Manager, who shall establish written procedures for the operation of the investment program, consistent with this Policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. All persons involved in investment activities will be referred to in this Policy as "Investment Officers." No persons may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the City Manager. The City Manager shall be responsible for all transactions undertaken, and shall establish a system of controls to regulate the activities of subordinate Investment Officials. The system of controls shall be designed to provide reasonable assurance that the assets of the City are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that:

- (1) the cost of a control should not exceed the benefits likely to be derived; and
- (2) the valuation of costs and benefits requires estimates and judgments by management.

Commitment of financial and staffing resources in order to maximize total return through active portfolio management shall be the responsibility of the City Council.

5.2 **Prudence.** The standard of prudence to be applied by the Investment Officer shall be the "prudent investor" rule, which states, "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the following:

5.2.1 the investment of all funds over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and

5.2.2 whether the investment decision was consistent with the written investment Policy and procedures of the City.

5.2.3 Investment officials acting in accordance with the Investment Policy and exercising due diligence shall be relieved of personal responsibilities for an individual security's credit risk or market price change, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments. In determining whether an investment official has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds over which the official had responsibility rather than consideration as to the prudence of a single investment and whether the investment decision was consistent with the City's Investment Policy.

5.3 **Due Diligence.** The Investment Officer acting in accordance with written policies and procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported in a timely manner and that appropriate action is taken to control adverse developments. All Investment Officers involved in investment transactions will be bonded.

5.4 **Ethical Standards and Conflicts of Interest.** All City Investment Officers having a direct or indirect role in the investment of City funds shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. An Investment Officer who has a personal business relationship with the depository bank or with any entity seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

5.5 **Investment Training.** The Investment Officers shall attend at least one training session of at least ten (10) hours relating to the officer's responsibility under the Public Funds Investment Act within twelve (12) months after assuming duties, and attend an investment training session not less than once every two years, receiving an additional eight (8) hours of training. Such training from an independent source shall be approved by the City Manager and endorsed by either the Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, the North Central Texas Council of Governments, or the University of North Texas Center for Public Management.

6. AUTHORIZED INVESTMENTS. As stated previously, safety of principal is the primary objective in investing public funds and can be accomplished by limiting two types of risk — credit risk and interest rate risk. Credit risk is the risk associated with the failure of a security issuer or backer to repay principal and interest in full. Interest rate risk is the risk that the value of a portfolio will decline due to an increase in the general level of interest rates. In order to provide for safety of principal as the City's primary objective, only certain investments are authorized as acceptable investments for the City. The following list of authorized investments for the City intentionally excludes some investments authorized by law. These restrictions are placed in order to limit possible risk and provide the maximum measure of safety to City funds.

6.1 **Authorized and Acceptable Investments.** The authorized list of investment instruments are as follows:

- (1) Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks.
- (2) Direct obligations of the State of Texas, or its agencies and instrumentalities.
- (3) Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, excluding mortgage-backed securities.
- (4) Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
- (5) **Collateralized Certificates of Deposit.** A certificate of deposit issued by a depository institution that has its main office or a branch office in the state and is:
 - guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
 - secured by obligations that are described by Section 2256.009(a) of the Public Funds Investment Act, including mortgage backed securities directly issued by a federal agency or instrumentality, but excluding those mortgage backed securities of the nature described in Section 2256.009(b) of the Act; or
 - secured in any other manner and amount provided by law for deposits of the City.
 - In addition to the City's authority to invest funds in certificates of deposit, a CD investment made in accordance with the following conditions is an authorized investment under TX Government Code Section 2256.010(b):
 - (a) the funds are invested by the City through a clearing broker registered with the Securities and Exchange Commission (SEC) and operating pursuant to SEC rule 15c3 -3 (17 C. F.R. Section 240. 15c3 -3) with its main office or branch office in Texas and selected from a list adopted by City; or a depository institution that has its main office or a branch office in Texas and that is approved and selected by the City;
 - (b) the selected broker or depository institution arranges for the deposit of the funds in CDs in one or more federally insured depository institutions, wherever located, for the account of the City;
 - (c) the full amount of the principal and accrued interest of each CDs is insured by the United States or an instrumentality of the United States;
 - (d) the selected broker or depository institution acts as custodian for the City with respect to the CDs issued for the account of the City.
- (6) **Eligible Local Government Investment Pools.** Public funds investment pools which invest in instruments and follow practices allowed by the current law as defined in Section 2256.016 of the Texas Government Code, provided that:

- the investment pool has been authorized by the City Council;
- the pool shall have furnished the Investment Officer an offering circular containing the information required by Section 2256.016(b) of the Texas Government Code;
- the pool shall furnish the Investment Officer investment transaction confirmations with respect to all investments made with it;
- the pool shall furnish to the Investment Officer monthly reports containing the information required under Section 2256.016(c) of the Texas Government Code;
- the pool is continuously rated no lower than "AAA" or "AAA-m" or an equivalent rating by at least one nationally recognized rating service;
- the pool marks its portfolio to market daily;
- the pool's investment objectives shall be to maintain a stable net asset value of one dollar (\$1.00); and
- the pool's investment philosophy and strategy are consistent with this Policy.

(7) Regulated No-Load Money Market Mutual Funds. These investments are authorized, under the following conditions:

- the money market mutual fund is registered with and regulated by the Securities and Exchange Commission;
- the fund provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;
- the fund has a dollar-weighted average portfolio maturity of sixty (60) days or less;
- the investment objectives include the maintenance of a stable net asset value of one dollar (\$1.00) per share; and
- the fund is continuously rated no lower than "AAA" or an equivalent rating by at least one nationally recognized rating service.
- The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.

(8) Repurchase Agreements, Reverse Repurchase Agreements, Bankers' Acceptances, Commercial Paper. These investments are authorized for the City only to the extent that they are contained in the portfolios of approved public funds investment pools in which the City invests, or as otherwise provided below.

- The direct investment in reverse repurchase agreements, bankers' acceptances, and commercial paper by the City is not authorized.
- Fully flexible repurchase agreements are authorized in this Policy, to the extent authorized under the Public Funds Investment Act (Texas Government Code 2256.001.) The use of flex repos shall be limited to the investment of bond proceeds and the maturity date of any such agreement shall not exceed the expected proceeds draw schedule.

6.2 Investment Instruments NOT Authorized. The following instruments are eligible for investment by local government according to state law, but they have been intentionally prohibited for the City by this Policy: mortgage-related obligations, guaranteed investment contracts, options, financial futures contracts and, day trading of long-term securities. In addition to these restricted investments, state law specifically prohibits investment in the following securities:

- (1) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- (2) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- (3) Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.
- (4) Collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

7. DIVERSIFICATION. Diversification of investment instruments shall be utilized to avoid incurring unreasonable risks resulting from over-concentration of investments in a specific maturity, a specific issue, or a specific class of securities. With the exception of U.S. Government securities, as authorized in this Policy, and authorized local government investment pools, no more than fifty percent (50%) of the total investment portfolio will be invested in any one security type or with a single financial institution. Diversification of the portfolio considers diversification by maturity dates and diversification by investment instrument.

7.1 Diversification by Maturities. The longer the maturity of investments, the greater their price volatility. Therefore, it is the City's policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risks caused by change in interest rates. The City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than three (3) years from the date of purchase. However, the above described obligations, certificates, or agreements may be collateralized using longer date instruments. The City shall diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. Maturity scheduling shall be managed by the Investment Officer so that maturities of investments shall be timed to coincide with projected cash flow needs.

The entire City portfolio, including funds at the City's depository bank, shall comprise one pooled fund group, and the maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio is two hundred seventy (270) days. Investment maturities for debt service interest and sinking funds and/or other types of reserve funds, whose use is never anticipated, may not exceed three (3) years.

7.2 Diversification by Investment Instrument. Diversification by investment instrument shall not exceed the following guidelines for each type of instrument:

	<u>Percentage of Portfolio (Maximum)</u>
U.S. Treasury Obligations	100%
U.S. Government Agency Securities and Instrumentalities of Government-Sponsored Corporations	80%
Authorized Local Government Investment Pools	100%
Fully Collateralized Certificates of Deposit	50%

7.3 The City shall invest local funds in investments yielding a market rate-of-return while providing necessary protection of the principal consistent with the operating requirements of this section or written policies.

8. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS. At this time, the City does not use Brokers or Dealers. Should the City determine a need, the following procedures and requirements will apply:

Financial institutions (federally insured banks) with and through whom the City invests shall be state or national banks doing business in this state. No public deposit shall be made except in a qualified public depository as established by state laws. Brokers/Dealers authorized to provide investment services to the City may include only those authorized by the City Manager. All banking services will be governed by a depository contract awarded by the City Council. In addition, the City Accountant shall maintain a list of authorized security brokers/dealers, and investment pools that are authorized by the City Manager and/or the City Council.

8.1 All financial institutions with whom the City does business must supply the following as appropriate: (1) audited financial statements; (2) proof of Financial Industry Regulatory Authority (FINRA) certification; (3) proof of state registration and completed broker/dealer questionnaire; (4) certification of having read the City's investment policy signed by a qualified representative of the organization, acknowledging that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization.

8.2 An annual review of the financial condition and registration of qualified bidders will be conducted by the City Accountant. The review may include, but is not limited to, review of rating agency reports, review of call reports, and analyses of management, profitability, capitalization, and asset quality. Financial institutions and brokers/dealers desiring to conduct business with the City shall be required to provide any financial data requested by the City Manager or the Investment Officer. Upon completion of the annual review by the City Accountant, the financial institutions and brokers/dealers desiring to conduct business with the City shall be approved by the City Manager.

8.3 Selection criteria for federally insured financial institutions shall include the following: (1) the financial institution must be insured by the FDIC and (2) the financial institution must be incorporated under the laws of the State of Texas or of the United States of America.

8.4 The Investment Officer of the City is responsible for monitoring the investments made by a financial institution and/or broker/dealer to determine that they are in compliance with the provisions of the Investment Policy.

9. DELIVERY VERSUS PAYMENT. It is the policy of the City that all security transactions entered into with the City shall be conducted on a "DELIVERY VERSUS PAYMENT" (DVP) basis through the Federal Reserve System. By doing this, City funds are not released until the City has received, through the Federal Reserve wire, the securities purchased. The City shall authorize the release of funds only after receiving notification from the safekeeping bank that a purchased security has been received in the safekeeping account of the City. The notification may be oral, but shall be confirmed in writing.

10. SAFEKEEPING AND COLLATERALIZATION.

10.1 **Safekeeping.** All securities owned by the City shall be held by its safekeeping agent, except the collateral for bank deposits. The collateral for bank deposits will be held in the City's name in the

bank's trust department, or alternatively, in a Federal Reserve Bank account in the City's name, or a third-party bank, at the City's discretion. Original safekeeping receipts shall be obtained and held by the City. The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure time deposits.

10.2 Collateralization. Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all city funds on deposit with a depository bank. The market value of the investments securing the deposit of funds shall be at least equal to the amount of the deposits of funds reduced to the extent that the deposits are insured by the Federal Deposit Insurance Corporation (FDIC). Securities pledged as collateral shall be held in the City's name, in a segregated account at the Federal Reserve Bank or by an independent third party with whom the City has a current custodial agreement. The agreement is to specify the acceptable investment securities as collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. The safekeeping agreement must clearly state that the safekeeping bank is instructed to release purchased and collateral securities to the City in the event the City has determined that the depository bank has failed to pay on any matured investments in certificates of deposit, or has determined that the funds of the City are in jeopardy for whatever reason, including involuntary closure or change of ownership. A clearly marked evidence of ownership, e.g., safekeeping receipt, must be supplied to the City and retained by the City. Any collateral with a maturity over five (5) years must be approved by the Investment Officer before the transaction is initiated. Release of collateral or substitution of securities must be approved in writing by the Investment Officer. Financial institutions serving as City depositories will be required to sign a "Depository Agreement" with the City and the City safekeeping agent. The collateralized deposit portion of the agreement shall define the City's rights to collateral in the event of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the Agreement must be in writing;
- the Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- the Agreement must be approved by the Board of Directors of the Loan Committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- the Agreement must be part of the Depository's "official record" continuously since its execution.

10.2.1 The City may accept the following securities as collateral for bank deposits (V.T.C.A., Government Code, Section 2256.001, et. seq, formerly Article 842a-2, Section 2, V.T.C.S., as amended);

- FDIC and FSLIC insurance coverage;
- A bond, certificate of indebtedness, or Treasury Note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States;
- Obligations, the principal and interest on which are unconditionally guaranteed or insured by the State of Texas;
- A bond of the State of Texas or of a county, city, or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than "A" or its equivalent) by a nationally recognized rating agency with a remaining maturity of ten years or less;
- Surety Bonds that meet the requirements of the Public Funds Investment Act; or
- Federal Home Loan Bank Letters of Credit.

10.2.2 For certificates of deposit and other evidences of deposit, collateral shall be at 102% of market or par, whichever is lower. The market value of collateral will always equal or exceed the principal plus accrued interest of deposits at financial institutions.

10.2.3 Financial institutions, with which the City invests or maintains other deposits, shall provide monthly, and as requested by the Investment Officer, a listing of the collateral pledged to the City, marked to current market prices. The listing shall include total pledged securities itemized by name, type, description, par value, current market value, maturity date, and Moody's or Standard & Poor's rating, if applicable. The City and the financial institution shall jointly assume the responsibility for ensuring that the collateral is sufficient.

11. INTERNAL CONTROL. The City Accountant shall establish a system of written internal controls, which shall be reviewed annually by independent auditors. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The internal controls are to be reviewed annually in conjunction with an external independent audit. This review will provide assurance of compliance with policies and procedures as specified by this Policy. The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls and adherence to the City's established investment policy.

12. PERFORMANCE. The City's investment portfolio shall be designed to obtain a market rate of return on investments consistent with risk constraints and expected cash flow of the City. The benchmark for performance that is appropriate for the City's cash flow cycle will be TexPool (a local government investment pool).

13. REPORTING. The City Accountant shall submit a signed quarterly investment report that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the quarter.

13.1 Annual Report. Within 60 days of the end of the fiscal year, the City Accountant shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council. The reports prepared by the City Accountant shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council by that auditor.

13.2 Methods. The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the past quarter. This management summary will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be prepared in compliance with generally accepted accounting principles. The report will be provided to the City Manager and City Council. The report will include the following:

- A listing of individual securities held at the end of the reporting period. This list will include the name of the fund or pooled group fund for which each individual investment was acquired;
- Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market values shall be obtained from financial institutions or portfolio reporting services independent from the broker/dealer from which the security was purchased;
- Additions and changes to the market value during the period;

- Fully accrued interest for the reporting period;
- Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks;
- Listing of investments by maturity date;
- The percentage of the total portfolio which each type of investment represents; and
- Statement of compliance of the City's investment portfolio with State Law and the investment strategy and policy approved by the City Council.
- Market prices for all securities will be obtained and monitored through the use of safekeeping agents, independent pricing services, broker/dealers who did not sell the actual security being priced, as well as published or online services such as the Wall Street Journal or Bloomberg.

14. INVESTMENT POLICY ADOPTION AND AMENDMENT. The City's Investment Policy shall be adopted and amended by resolution of the City Council only. The City's written policies and procedures for investments are subject to review not less than annually to stay current with changing laws, regulations and needs of the City. Any changes or modifications to this Investment Policy, if any, shall be approved, and adopted by a formal resolution of the City Council.

GLOSSARY OF TERMS

The Investment Policy contains specialized and technical terminology that is unique to cash management and investment activities. The following glossary of terms is provided to assist in understanding these terms.

Affinity. Related through marriage.

Agencies. See U.S. Agency securities.

Bankers' Acceptances. A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer. When discounted and sold in the secondary market, bankers' acceptances become a short-term investment alternative.

Book Value. The cost of a security as recorded in the City's accounting records. For purposes of evaluating a sale of a security, it is a function of the original cost, the amortization of premium or discount, and the accrued interest. Specifically, it is the face value of the security plus the accrued interest plus any unamortized premium or minus any unamortized discount. Book value is often compared to market value, which is defined below.

Broker. A person or company that, for a fee or commission, brings buyers and sellers of securities together.

Certificate of Deposit. A time deposit with a specific maturity evidenced by a certificate.

Collateral. In general, assets which one party pledges as a guarantee of performance. Specifically, securities pledged by a bank to secure deposits of public monies. In the event of bank failure, the securities become the property of the public entity.

Collateralized Mortgage Obligations (CMO's). Securities based on a pool of home mortgages.

Commercial Paper. An unsecured promissory note issued primarily by corporations for a specific amount and maturing on a specific day. The maximum maturity for commercial paper is 270 days, but most frequently maturities do not exceed 30 days. Almost all commercial paper is rated by a rating service.

Consanguinity. Related by blood.

Coupon. The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. Also, a certificate attached to a bond indicating interest due on a payment date.

Credit Risk. The uncertainty that the principal amount of an investment will be returned without loss of value to the default of the borrower.

CUSIP. A unique security identification number assigned to securities maintained and transferred on the Federal Reserve book-entry system.

Dealer. A person or company that endeavors to profit from buying and selling investments for its own account.

Delivery Versus Payment (DVP). A method of delivering securities that requires the simultaneous exchange of the security and the payment. It provides a safeguard against paying for securities before they are received.

Demand Deposits. Deposits at a financial institution that are available to the depositor upon the depositor's demand.

Depository Bank. The primary bank of the City. The relationship between the depository bank and the City is governed by state law and by a depository contract that is approved by the City Council.

Discount. The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale is also considered to be at a discount.

Discount Securities. Non-interest-bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

Diversification. The strategy of dividing investments among a variety of securities offering independent risks and yields. Diversification lessens the likelihood of losing the entire portfolio of investments and averages yields among the investment alternatives.

Discount. The difference between the cost of a security and its value at maturity, in cases where the cost is less than the value at maturity.

Federal Agency – A debt instrument, either fully guaranteed or sponsored by the U.S. government. The typical definition of agency includes the government sponsored enterprises of Fannie Mae, Freddie Mac, the Federal Farm Credit Bank (FFCB) and the Federal Home Loan Bank (FHLB).

Federal Deposit Insurance Corporation (FDIC). A federal agency that insures bank deposits, currently up to \$250,000 per account. Public deposits that exceed this amount must be properly collateralized with investment securities or insured through a surety bond.

Federal Farm Credit Bank (FFCB) - The Federal Farm Credit Bank System is the oldest of the government sponsored enterprises, created by an act of Congress in 1916. Its mission is to provide a reliable and low-cost source of funds to support agriculture in the United States. FFCB debt obligations are highly liquid and its senior debt is rated AA+.

Federal Funds Rate. The rate of interest at which Federal funds are traded. This rate is currently set by the Federal Reserve through open-market operations.

Federal Home Loan Bank (FHLB).

The Federal Home Loan Bank was created by an act of Congress in 1932 as a system of 12 regional banks that provide funds to its member banks. FHLB's primary mission is to support residential and community lending. Its membership of more than 8,000 financial institutions includes savings banks, commercial banks, credit unions and insurance companies active in housing finance. FHLB debt obligations are highly liquid and its senior debt is rated AA+.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac").

Freddie Mac was created by an act of Congress in 1970 as a shareholder-owned company to further expand the secondary market for mortgage loans in the United States. Freddie Mac buys existing mortgages and pools them together to create mortgage-backed securities that can then be sold to investors, thereby providing liquidity to lenders who can then make additional loans. Along with Fannie Mae, Freddie Mac was placed into government conservatorship in September 2008, but continues full operations under government control and has been instrumental in the government's attempts to revive the housing sector. Freddie Mac securities are highly liquid and its senior debt is rated AA+.

Financial Industry Regulatory Authority (FINRA) - formerly the National Association of Securities Dealers (NASD) - A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter

securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

Federal National Mortgage Association (FNMA or "Fannie Mae"). Fannie Mae was created by an act of Congress in 1938 under the Federal National Mortgage Association Act to provide a secondary market for mortgage loans in the United States. It does this by purchasing existing home loans and pooling them together to create mortgage-backed securities that can then be sold to investors, along with a guaranty of the timely payment of principal and interest on the underlying loans. Fannie Mae was privatized in 1968, and operated as a private stockholder-owned company for 40 years before the housing market collapse forced them into federal government conservatorship in September 2008. Fannie Mae debt obligations are highly liquid, and its senior debt is rated AA+.

Fully Flexible Repurchase Agreement ("flex repo"). A specialized contract designed for the short-term investment of proceeds available from the sale of municipal bonds, notes and certificates. Flex repos allow for incremental repurchases, with the buyer/issuer (the City) retaining the right to force the seller to repurchase all, or a portion of, the sold securities held under repurchase agreement, at any time before the maturity date of the agreement, at a fixed rate for the life of the agreement.

Hold Until Maturity. This investment strategy is intended to avoid interest rate risk by maintaining ownership of an investment until it matures. At maturity, the face value of the security is received, but in some cases where a security is sold before maturity, less than the face value and the book value is received. Please see interest rate risk defined below.

Interest Rate Risk. The uncertainty of the return of principal on fixed rate securities that are sold prior to maturity. When interest rates rise, the market value of fixed rate securities decreases.

Internal Control. Policies and procedures that are established to provide reasonable assurance that specific government objectives are achieved and that assets are safeguarded.

Investment. The purchase of securities which, upon analysis, promise safety of principal and a satisfactory return. These factors distinguish investment from speculation.

Investment Objective. The aim, goal or desired end of action of the investment activity.

Investment Pool. An entity created to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are safety, liquidity, and yield. (Sometimes called Local Government Investment Pool.)

Investment Strategy. The overall plan or method proscribed to achieve the investment objectives of the City.

Laddered Maturity. An investment strategy whereby investments are purchased to mature at regular intervals.

Liquidity. The measure of an investment's ability to be converted quickly and easily into cash without a substantial loss of value.

Local Government Investment Pool. See Investment Pool.

Market Rate of Return. A general term referring to the approximate interest rate that could be earned by an investor in a specific maturity range at any given point in time. For example, an investor seeking to earn a "market rate of return" while maintaining an investment portfolio with an average maturity of 90 days, would hope to earn approximately the same as a three-month agency discount note. If the investor earns a rate much higher than this, it might signal an inappropriate level of risk.

Market Risk. The uncertainty of the value of the City's portfolio arising from changes in the market conditions of investment securities.

Market Value. The price, including accrued interest, at which a security is trading for which it can be readily sold or purchased.

Maturity. The date upon which the principal or stated value of an investment becomes due and payable.

Money Market Mutual Fund. A mutual fund that purchases short-term debt instruments, such as Treasury Bills, commercial paper, and bankers' acceptances, and which strives to maintain a stable net asset value of \$1.00.

Mutual Fund. Investment companies that sell shares to investors, offering investors diversification and professional portfolio management. Prices generally fluctuate with the performance of the fund.

Net Asset Value. The ratio of the market value of the portfolio divided by the book value of the portfolio.

Par. The value of a security as expressed on its face (face value) without consideration of a discount or premium.

Pledge. The grant of a collateral interest in investment securities by the depository bank as assurance of the safety of City deposits.

Pooled Fund Group. The combination of various accounts and funds of the City in a single, internally-created investing entity.

Portfolio. The collection of securities held by an investor.

Principal. The capital sum of an investment, as distinguished from interest.

Premium. The difference between the cost price and the face value at maturity in cases where the cost price is higher than the face value.

Rate-of-Return. See Yield.

Repurchase Agreement (REPO). An investment arrangement in which the holder of a security sells that security to an investor (the City) with an agreement to repurchase the security at a fixed price and on a fixed date.

Reverse Repurchase Agreement. An investment arrangement by which the City sells a security to a third party, such as a bank or broker/dealer, in return for cash and agrees to repurchase the instrument from the third party at a fixed price and on a fixed date. The City would then use the cash to purchase additional investments. This type of investment is prohibited in the City's portfolio, except to the extent used by local government investment pools with which the City invests.

Safekeeping. An arrangement whereby a bank holds securities and other valuables for protection in exchange for a fee.

Safety. The assurance of the undiminished return of the principal of the City's investments and deposits.

Secondary Market. A market for the purchase and sales of outstanding securities following their initial distribution.

SEC Rule 15C3-1 (Uniform Net Capital Rule). Security and Exchange Commission requirement that member firms and nonmember broker/dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1.

Security. A financial instrument that signifies an ownership interest, the right to an ownership interest, or creditor status.

Security Risks. The uncertainty of the value of a security dependent on its particular qualities.

Time Deposits. Deposits at the depository bank that are not due and payable until a specific date.

United States Agency Securities. Debt instruments issued by an executive department, an independent federal establishment, or a corporation or other entity established by Congress which is owned in whole or in part by the United States of America.

United States Treasury Securities. Debt instruments issued by the Treasury of the United States. **Treasury Bills** are issued for short-term borrowings (less than one year); **Treasury Notes** are issued for mid-term borrowings (Two - ten years); **Treasury Bonds** are issued for long-term borrowings (over ten years).

Yield. The rate of annual income return on an investment, expressed as a percentage.



Ovilla City Council

AGENDA ITEM REPORT

Item 5

Meeting Date: January 13, 2020

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: P. Woodall, City Secretary, (I)CM

Amount: N/A

Reviewed By: ☒ Interim City Manager ☒ City Secretary ☐ City Engineer

☐ Accountant

☒ Other: Glennell Miller, Deputy CS

Attachments:

1. Resolution R2020-02
2. Resolution R2019-24
3. Dallas Appraisal District election results and runoff notice.

Agenda Item / Topic:

ITEM 5. **DISCUSSION/ACTION** – Consideration of and action on Resolution R2020-02 of the City of Ovilla, Dallas County, Texas, casting its vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District.

Discussion / Justification:

The Dallas Central Appraisal District requires a run-off election. Ovilla previously submitted Resolution R2019-24 voting for Mr. Michael Hurtt as the city's choice for the 4th member to the Board.

Recommendation / Staff Comments:

N/A

Sample Motion(s):

I move to approve Resolution R2020-02 of the City of Ovilla, Dallas County, Texas, casting its voted for _____ as the fourth member of the Board of Directors of the Dallas Central Appraisal District.

RESOLUTION R2020-02

**A RESOLUTION OF THE CITY OF OVILLA, ELLIS & DALLAS COUNTIES, TEXAS,
CASTING ITS VOTE FOR THE FOURTH MEMBER OF THE BOARD OF DIRECTORS
OF THE DALLAS CENTRAL APPRAISAL DISTRICT.**

WHEREAS, Dallas County eligible taxing entities have expressed and approved an option which allows for representation to the Appraisal District Board of Directors (in accordance with the Section 6.03 of the Texas Property Tax Code) as follows:

1. The City of Dallas shall appoint one (1) member to the Board.
2. The Dallas Independent School District shall appoint one (1) member to the Board.
3. The Dallas County Commissioners Court shall appoint one (1) member to the Board. The member appointed by the Dallas County Commissioners Court shall not be a resident of either the City of Dallas or the Dallas Independent School District.
4. Each of the incorporated cities and towns, except for the City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as the fourth member of the Board of Directors. The said cities and towns shall, from the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, the fourth member of the Board of Directors.
5. Each of the independent school districts and Dallas County Community College District, except for the Dallas Independent School District, shall have the right to nominate by an official resolution one (1) candidate as the fifth member of the Board of Directors. The said independent school districts shall, from the nominations received, elect by a majority vote, with each independent school district being entitled to one (1) vote, the fifth member of the Board of Directors.

The votes required for election to the Board of Directors in 4 and 5 hereof shall be by a majority of those authorized to vote in 4 and 5 respectively and not by a majority of the quorum, and

WHEREAS, the City of Ovilla does hereby cast its vote by marking the ballot below: (Check one only)

- | | |
|--|--------------------------|
| <input checked="checked" type="checkbox"/> | Michael Hurtt |
| <input type="checkbox"/> | Dianne Cartwright |
| <input type="checkbox"/> | Mona Dixon |
| <input type="checkbox"/> | Brett Franks |
| <input type="checkbox"/> | Steve Nichols |

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Ovilla does hereby confirm its one (1) vote for the election of Michael Hurtt as the suburban cities' representative to the Board of Directors of the Dallas Central Appraisal District.

PASSED AND APPROVED, this the **13 January 2020**.

MAYOR Richard A. Dormier

ATTEST:

CITY SECRETARY Pamela Woodall

RESOLUTION 2019-24

**A RESOLUTION OF THE CITY OF OVILLA, ELLIS & DALLAS COUNTIES, TEXAS,
CASTING ITS VOTE FOR THE FOURTH MEMBER OF THE BOARD OF DIRECTORS
OF THE DALLAS CENTRAL APPRAISAL DISTRICT.**

WHEREAS, Dallas County eligible taxing entities have expressed and approved an option which allows for representation to the Appraisal District Board of Directors (in accordance with the Section 6.03 of the Texas Property Tax Code) as follows:

1. The City of Dallas shall appoint one (1) member to the Board.
2. The Dallas Independent School District shall appoint one (1) member to the Board.
3. The Dallas County Commissioners Court shall appoint one (1) member to the Board. The member appointed by the Dallas County Commissioners Court shall not be a resident of either the City of Dallas or the Dallas Independent School District.
4. Each of the incorporated cities and towns, except for the City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as the fourth member of the Board of Directors. The said cities and towns shall, from the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, the fourth member of the Board of Directors.
5. Each of the independent school districts and Dallas County Community College District, except for the Dallas Independent School District, shall have the right to nominate by an official resolution one (1) candidate as the fifth member of the Board of Directors. The said independent school districts shall, from the nominations received, elect by a majority vote, with each independent school district being entitled to one (1) vote, the fifth member of the Board of Directors.

The votes required for election to the Board of Directors in 4 and 5 hereof shall be by a majority of those authorized to vote in 4 and 5 respectively and not by a majority of the quorum, and

WHEREAS, the City of Ovilla does hereby cast its vote by marking the ballot below: (Check one only)

- | | |
|--|--------------------------|
| <input checked="checked" type="checkbox"/> | Michael Hurtt |
| <input type="checkbox"/> | Dianne Cartwright |
| <input type="checkbox"/> | Mona Dixon |
| <input type="checkbox"/> | Brett Franks |
| <input type="checkbox"/> | Steve Nichols |

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Ovilla does hereby confirm its one (1) vote for the election of Michael Hurtt as the suburban cities' representative to the Board of Directors of the Dallas Central Appraisal District.

PASSED AND APPROVED, this the 11 day of November, 2019

MAYOR Richard A. Dormier

ATTEST:

CITY SECRETARY Pamela Woodall



Dallas Central Appraisal District

DATE: December 30, 2019
TO: Mayors of Suburban Cities
FROM: W. Kenneth Nolan, Executive Director/Chief Appraiser
RE: Results of 2019 Election of Representative to DCAD Board of Directors

State law requires the Chief Appraiser to conduct an election of representatives to the Board of Directors in odd numbered years. The process outlined in the Texas Property Tax Code requires the election to be conducted and the individual entities notified of the results once the process is complete.

1. Suburban Cities Election

The election process requires a runoff. The following suburban cities participated in the election. Each of their selections is noted below. The current tally indicates Michael Hurtt of Desoto received 13, Brett Franks of Sachse received 3, Mona Dixon of Lancaster received 3, Diane Cartwright of Irving received 1, and Steve Nichols of Hutchins received 1 of the 21 votes cast. Since there was no one candidate receiving 16 votes (majority of the 30 votes eligible), a runoff election is necessary. A coin flip between the two candidates who shared the second highest number of votes, Brett Franks and Mona Dixon, resulted in Mona Dixon securing a place on the ballot.

<u>City</u>	<u>Candidate Selected</u>
1. Addison	Michael Hurtt
2. Balch Springs	No Vote
3. Carrollton	Michael Hurtt
4. Cedar Hill	Mona Dixon
5. Cockrell Hill	No Vote
6. Combine	Brett Franks
7. Coppell	No Vote
8. DeSoto	Michael Hurtt
9. Duncanville	Michael Hurtt
10. Farmers Branch	Michael Hurtt
11. Ferris	No Vote
12. Garland	No Vote
13. Glenn Heights	Michael Hurtt
14. Grand Prairie	No Vote
15. Grapevine	No Vote
16. Highland Park	Michael Hurtt

17. Hutchins	Steve Nichols
18. Irving	Diane Cartwright
19. Lancaster	Mona Dixon
20. Lewisville	No Vote
21. Mesquite	Michael Hurtt
22. Ovilla	Michael Hurtt
23. Richardson	Michael Hurtt
24. Rowlett	Michael Hurtt
25. Sachse	Brett Franks
26. Seagoville	Michael Hurtt
27. Sunnyvale	No Vote
28. University Park	Michael Hurtt
29. Wilmer	Mona Dixon
30. Wylie	Brett Franks

2. Suburban School District Election

The election process requires a runoff. Steve Pryor of Grand Prairie received 5, Cassandra Philips of Duncanville received 4, and Wesley Jameson of the Dallas County Community College received 2 of the 11 votes cast. Since there was no one candidate receiving 9 votes (majority of the 16 votes eligible), a runoff election is necessary. School districts voting are:

<u>School District</u>	<u>Candidate Selected</u>
1. Carrollton-Farmers Branch	No Vote
2. Cedar Hill	Cassandra Philips
3. Coppell	No Vote
4. Desoto	No Vote
5. Duncanville	Cassandra Philips
6. Ferris	No Vote
7. Garland	Steve Pryor
8. Grand Prairie	Cassandra Philips
9. Grapevine/Colleyville	Steve Pryor
10. Highland Park	Steve Pryor
11. Irving	Steve Pryor
12. Lancaster	Cassandra Philips
13. Mesquite	Wesley Jameson
14. Richardson	Steve Pryor
15. Sunnyvale	No Vote
16. DCCC	Wesley Jameson

3. Dallas County Appointment

On October 15, 2019, the Commissioners Court has reappointed John Warren to the Board of Directors.

4. Dallas ISD Appointment

On August 22, 2019, the Dallas ISD appointed Mr. Edwin Flores to the Board of Directors.

5. City of Dallas Appointment

On December 11, 2019, the City of Dallas reappointed John Threadgill to the Board of Directors.

A copy of the runoff procedures and ballot resolution is attached. The deadline to vote is January 31. Please notify our office immediately when your ballot has been cast.

Attachments



Dallas Central Appraisal District

**BOARD OF DIRECTORS ELECTION
RUNOFF PROCEDURE FOR SUBURBAN CITIES/SCHOOL DISTRICTS REPRESENTATIVE**

The 1979 Resolution adopted by the taxing units participating in Dallas Central Appraisal District, which governs Board of Director elections and appointments, requires that a candidate for the suburban cities position and a candidate for the suburban school districts positions on the Board each receive a majority of the votes that are cast in order to be elected to the Board of Directors (BOD).

The procedures outlined below are to be used in the event that no candidate receives a majority of the votes for the election for the Suburban Cities Representative to the BOD or the Suburban School Districts Representative to the BOD.

The Property Tax Code allows for the Chief Appraiser to resolve a tie vote by any method of chance.

RUNOFF PROCEDURE:

PARTICIPATING CITIES:

1. A candidate for the Suburban Cities Representative must receive a majority of the votes from all the suburban cities participating in the BOD election.
2. After the initial ballots are submitted by December 15 of the election year, the Chief Appraiser shall count the votes and if no candidate receives a majority of the votes from the participating suburban cities, the Chief Appraiser will declare the two (2) candidates who received the largest number of votes from the field of candidates.
3. The Chief Appraiser shall prepare another ballot listing the two (2) candidates who received the largest number of votes and shall deliver a copy of the ballot to the presiding officer of the governing body of each suburban city that is entitled to vote.
4. The governing body of each suburban city that is entitled to vote shall determine its vote by resolution and submit it to the Chief Appraiser on or before January 31.
5. The Chief Appraiser shall count the votes, declare the candidate who receives the majority number of votes, and submit the results no later than February 5 to the governing body of each suburban city and to the candidates.

PARTICIPATING SCHOOL DISTRICTS:

1. A candidate for the Suburban School Districts Representative must receive a majority of the votes from all the suburban school districts participating in the BOD election.
2. After the initial ballots are submitted by December 15 of the election year, the Chief Appraiser shall count the votes and if no candidate receives a majority of the votes from the participating suburban school districts, the Chief Appraiser will declare the two (2) candidates who received the largest number of votes from the field of candidates.

3. The Chief Appraiser shall prepare another ballot listing the two (2) candidates who received the largest number of votes and shall deliver a copy of the ballot to the presiding officer of the governing body of each suburban school district that is entitled to vote.
4. The governing body of each suburban school district entitled to vote shall determine its vote by resolution and submit it to the Chief Appraiser on or before January 31.
5. The Chief Appraiser shall count the votes, declare the candidate who receives the majority number of votes, and submit the results no later than February 5 to the governing body of each suburban school district and to the candidates.

RUNOFF ELECTION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF _____, DALLAS COUNTY, TEXAS, CASTING ITS VOTE FOR THE FOURTH MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT.

WHEREAS, Dallas County eligible taxing entities have expressed and approved an option which allows for representation to the Appraisal District Board of Directors (in accordance with Section 6.03 of the Texas Property Tax Code) as follows:

1. The City of Dallas shall appoint one (1) member to the Board.
2. The Dallas Independent School District shall appoint one (1) member to the Board.
3. The Dallas County Commissioners Court shall appoint one (1) member to the Board. The member appointed by the Dallas County Commissioners Court shall not be a resident of either the City of Dallas or the Dallas Independent School District.
4. Each of the incorporated cities and towns, except for the City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as the fourth member of the Board of Directors. The said cities and towns shall, from the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, the fourth member of the Board of Directors.
5. Each of the School Districts, and the Dallas County Community College District, except the Dallas Independent School District, shall have the right to nominate by an official resolution one (1) candidate as the fifth member of the Board of Directors. The said school districts shall, from the nominations received, elect by a majority vote, with each school district and the community college district being entitled to one (1) vote, the fifth member of the Board of Directors.

The votes required for election to the Board of Directors in 4 and 5 hereof shall be by a majority of those authorized to vote in 4 and 5 respectively and not by a majority of the quorum, and

WHEREAS, the City of _____ does hereby cast its vote by marking the ballot below:
(Check one only)

☐ **Michael Hurtt**

☐ **Mona Dixon**

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of _____ does hereby confirm its one (1) vote for the election of _____ as the suburban cities' representative to the Board of Directors of the Dallas Central Appraisal District.

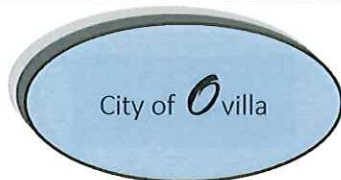
PASSED AND APPROVED, this the _____ day of _____, 2019

MAYOR

ATTEST:

CITY SECRETARY

SEAL:



Ovilla City Council

AGENDA ITEM REPORT

Item 6

Meeting Date: January 13, 2020

Department: Fire

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☒ NO ☐ N/A

Submitted By: B. Kennedy, Fire Chief

Amount: \$30,745.00

Reviewed By: ☒ Interim City Manager ☒ City Secretary ☐ City Engineer

☒ Accountant

☒ Other: Fire Marshal K. Lindsey

Attachments:

1. Quote for Tools
2. Brochure of Tools
3. Agreement from ESD #2

Agenda Item / Topic:

ITEM 6. *DISCUSSION/ACTION* – Consideration of and action to approve a purchase of Holmatro Rescue Tools with the reimbursement of this expenditure through the Emergency Services District #2 and the Service League.

Discussion / Justification:

Background/History:

Currently we use hydraulic rescue tools, that are powered by a hydraulic pump, hoses and the tools. The pump for these tools utilizes gasoline, hydraulic fluid, oil and do take minutes to set up to be used. These tools will still be usable and will sit on the reserve engine as our back up if needed.

Findings/Current Activity:

We have looked at several different models of new tools and found that by changing to a battery power tool we accomplish several things.

1. Less Equipment
2. Less cost maintaining the equipment
3. Less compartment space is used to store on apparatus
4. Less time to set up and use because you take it off the apparatus and go straight to work
5. There are no hoses to fail during operation
6. There is no motor to keep gas, motor oil, and hydraulic oil checked and maintained

Financial Impact:

The Fire Department is not budgeted for this expenditure. City funds will be used for the purchase, then we have secured \$20,000.00 through ESD #2 and \$10,745.00 through the FD Service League funds to reimburse the complete cost of \$30,745.00.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move to approve/deny the purchase of Holmatro Rescue Tools with the reimbursement of this expenditure through the Emergency Services District #2 and the Service League.



Corporate
17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

QUOTE

Number	147540-0
Quote Date	11/19/2019
Page	1

Bill to: OVILLA FIRE DEPARTMENT
105 SO COCKRELL HILL ROAD #1
OVILLA, TX 75154-1466

Ship to: OVILLA FIRE DEPARTMENT
105 SO COCKRELL HILL ROAD #1
OVILLA, TX 75154-1466

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
OVI001	BRANDON KENNEDY	JOSH SLOVAK		
Entered By	FOB	Ship Via	Terms	
JOSH SLOVAK	DESTINATION	BEST WAY	NET 20 DAYS	
Customer/Order Instructions				

Public Safety & Firehouse Supplies & Equipment BuyBoard Contract 524-17

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	Back					
1	1	0	EA	HOL-158.052.201	GCU 5050 i EVO 3 CUTTER	8341.00	8341.00
1	1	0	EA	HOL-158.052.205	GSP 5240 EVO 3 SPREADER	8613.00	8613.00
1	1	0	EA	HOL-159.000.017	5350 EVO 3 GTR RAM	9378.00	9378.00
3	3	0	EA	HOL-150.182.209	BCH 2 GREENLINE CHARGER 100-120 VAC	399.00	1197.00
6	6	0	EA	HOL-151.000.307	BPA 286 GREENLINE BATTERY 28V 6.0 AH	536.00	3216.00
SubTotal							30,745.00
Total							30,745.00

QUOTE GOOD FOR 45 DAYS

EVO 3

Cordless Rescue Tools

1ST CHOICE
FOR OVER 50 YRS

WORLD'S
LEADING
RESCUE
TOOLS



holmatro
mastering power

THE FUTURE
IS CORDLESS



NEW! EVO 3 CORDLESS RESCUE TOOLS

Our next generation battery-powered rescue tools deliver unmatched performance at a higher speed. Especially when it really counts, during challenging extrications. Combined with an innovative design optimizing the benefits of cordless, these tools provide ultimate freedom.

6

EVO 3 TECHNOLOGY

A quick look under the hood



8

UNMATCHED PERFORMANCE

Anytime, anywhere



10

ULTIMATE FREEDOM

Designed around you



13

FULL RANGE AVAILABLE

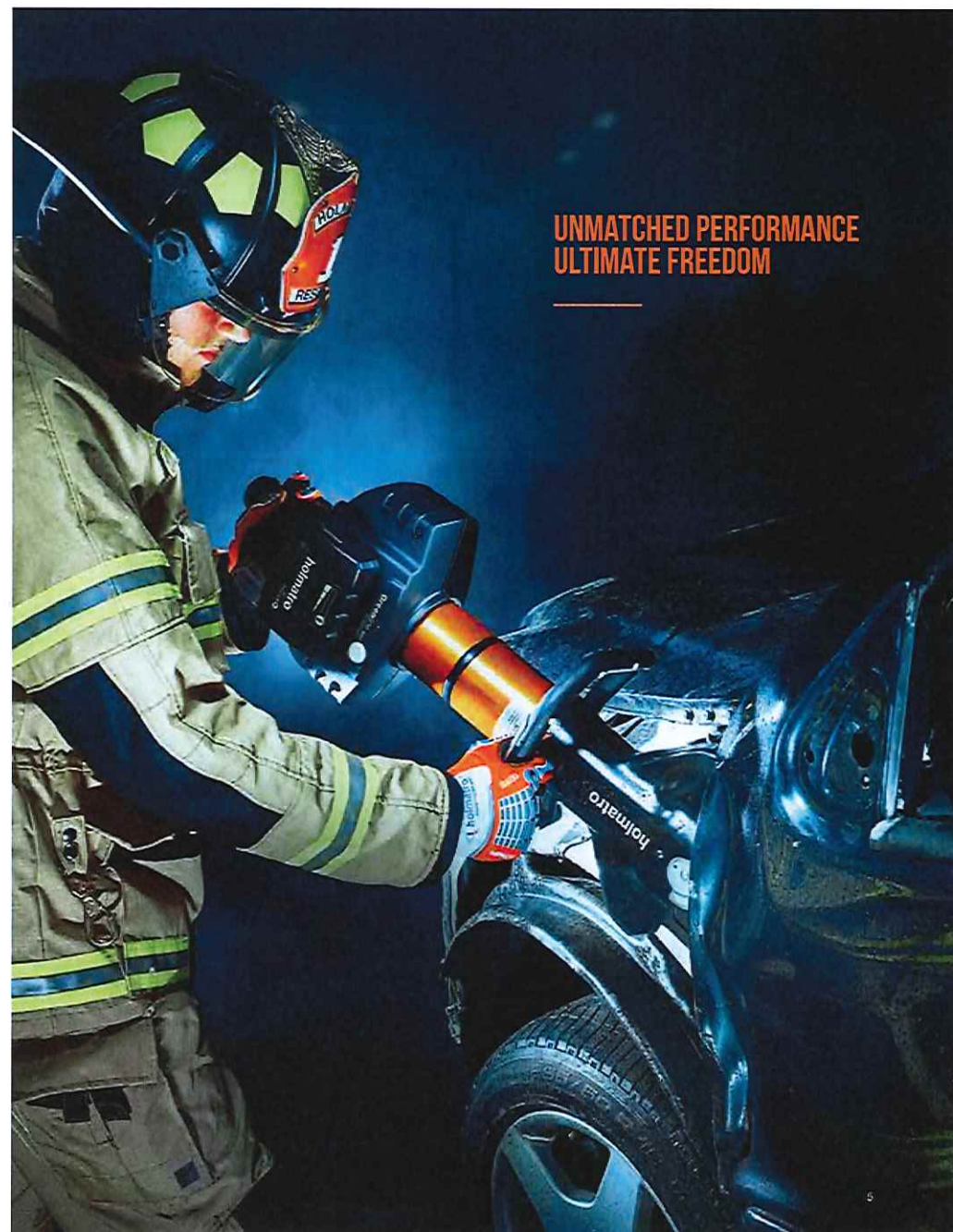
Discover all EVO 3 tools



22

A HISTORY OF INNOVATION

Quality, performance and innovation



3 HNOLOGY

and benefits of the drive unit
to remain secret.

T
ED

PEED

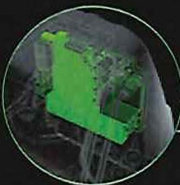
of the brushless
fore, of the hydraulic
ant maximum level,
loads or when the
rops. This results in a
ally high tool speed.



NO ENERGY LOSS

DIRECT-DRIVE PUMP

The motor drives the pump directly, without a gear transmission in between. This eliminates mechanical energy loss and provides more usable torque to pump hydraulic fluid.



DUST & MOISTURE PROOF

SEALED CIRCUIT BOARD

The electronics inside the tool are cast in resin and therefore fully protected against moisture and dust. In addition, EVO 3 tools have an IP54 rating against dust and splashing water.

POWERFUL & ENERGY EFFICIENT

BRUSHLESS MOTOR

Powerful and extremely energy efficient motor, specially built for the application. Designed for use in hot, cold and wet weather conditions.

WAT
REQ
HOLM

UNMATCHED PERFORMANCE

Anytime, anywhere

Holmatro EVO 3 cordless tools deliver the exact same performance as our CORE Technology hose tools. Their high hydraulic forces, excellent NFPA scores and unmatched performance on modern cars are identical. CORE or cordless: the choice is yours.

More speed when it counts

Connected to an external pump with a higher flow, hose tools are still quicker than battery tools. Nevertheless we have succeeded in significantly increasing the speed of our battery tools. Especially when placed under high loads during challenging extrications, our EVO 3 tools offer more speed.

In any situation

Tested in the Texas heat and the pouring rain of the Netherlands EVO 3 tools perform in all types of weather. They have an IP 54 protection rate against dust and splashing water from any direction.




PERFORMANCE
MEETS SPEED

WATCH THE VIDEO OR
REQUEST A DEMO ON
HOLMATRO.COM/EVO3

ULTIMATE FREEDOM

Designed around you

Holmatro EVO 3 cordless tools offer you maximum operational freedom. And not just because they are cordless or ready to use at the touch of a button. It is their unique design that truly improves ease of use.



**INLINE CONTROL
HANDLE WITH
360° ACCES**



**SMART
BATTERY
POSITION**



**MORE
WORKING
SPACE**

INCLINED CUTTING

Inline control handle with 360° acces

Centrally placed at the back of the tool, our control handle is always within reach, even in the most difficult positions and at all sides of the car.

Smart battery position

The battery on top of the tool is always accessible and easy to change, even when space is limited.

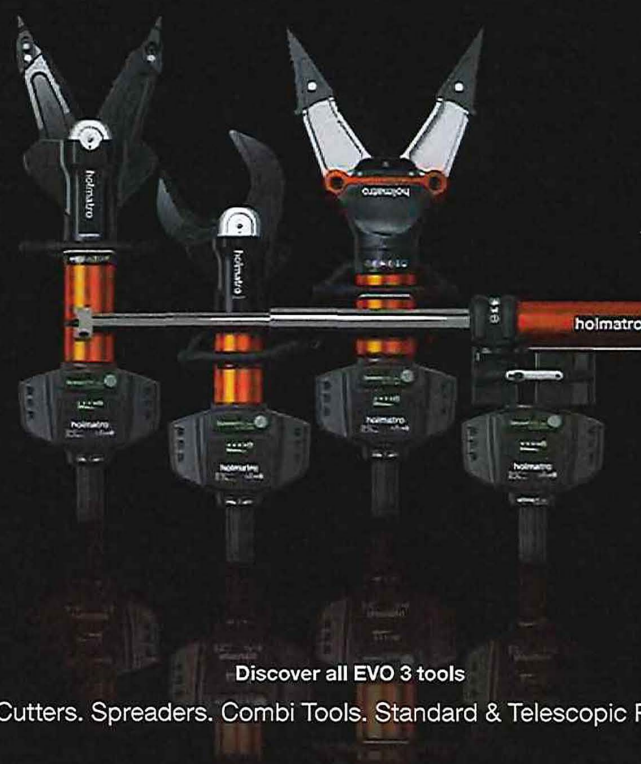
More working space

Also available in a cordless version is our unique Inclined Cutter, offering improved ergonomics and maximized working space. Designed for easy use at all sides of the car.

**WATCH THE VIDEO OR
REQUEST A DEMO ON
[HOLMATRO.COM/EVO3](https://holmatro.com/evo3)**



FULL RANGE AVAILABLE



Discover all EVO 3 tools

Cutters. Spreaders. Combi Tools. Standard & Telescopic P

EVO 3 CUTTERS

Inclined or traditional, our New Car Technology cutters are designed for today's toughest cars, with enough capacity to handle cars of the future. The Inclined Cutters have a 30° angled jaw improving ergonomics and maximizing working space.



GCU 5030 i CL EVO 3



GCU 5040 i EVO 3



GCU 5050 i EVO 3



GCU 5060 i EVO 3



GCU 5030 CL EVO 3



GCU 5040 EVO 3



GCU 5050 EVO 3



GCU 5060 EVO 3

Specifications

Model	GCU 5030 i CL EVO 3		GCU 5030 CL EVO 3		GCU 5040 i EVO 3		GCU 5040 EVO 3		GCU 5050 i EVO 3		GCU 5050 EVO 3		GCU 5060 i EVO 3		GCU 5060 EVO 3	
Article number	158.052.197		158.052.196		158.052.199		158.052.198		158.052.201		158.052.200		158.052.203		158.052.202	
Cutter jaw	Inclined		traditional		Inclined		traditional		Inclined		traditional		Inclined		traditional	
Max. working pressure	psi/ bar		10443 / 720		10443 / 720		10443 / 720		10443 / 720		10443 / 720		10443 / 720		10443 / 720	
Max. cutting opening	Inch	mm	6.7	170	6.7	170	6.7	170	7.2	182	7.2	182	8.1	205	8.1	205
Max. cutting force (theoretical)	lbf	kN/t	123420	549 / 56	130164	579 / 59	171754	764 / 77.9	178498	794 / 81	312260	1389 / 141.6	317430	1412 / 144	396788	1765 / 180
Weight, excluding battery	lb	kg	31.3	14.2	31.1	14.1	39.7	18	45.4	20.6	45	20.4	53.8	24.4	53.6	24.3
Weight, ready for use	lb	kg	33.5	15.2	33.3	15.1	41.9	19	47.6	21.6	47.2	21.4	56	25.4	55.8	25.3
Dimensions (L x W x H)	Inch	mm	32.4 x 10.9 x 9.9		32.5 x 10.8 x 7.4		33.2 x 11.9 x 10.4		33.2 x 10.9 x 7.4		35.4 x 11.7 x 10.6		34.9 x 10.9 x 7.7		37.8 x 13.5 x 11.2	
			823 x 277 x 252		825 x 275 x 188		843 x 301 x 263		844 x 277 x 188		898 x 298 x 268		887 x 277 x 196		960 x 342 x 285	
Temperature range	-4°F to 131°F (-20°C to +55°C)		-4°F to 131°F (-20°C to +55°C)		-4°F to 131°F (-20°C to +55°C)		-4°F to 131°F (-20°C to +55°C)		-4°F to 131°F (-20°C to +55°C)		-4°F to 131°F (-20°C to +55°C)		-4°F to 131°F (-20°C to +55°C)		-4°F to 131°F (-20°C to +55°C)	
Sound emission at 13 ft/3.25 ft (4 m/1 m) loaded	dB(A)		65/74		65/74		65/74		67/76		67/76		65/74		65/74	
NFPA 1936 2015 classification	A6 B5 C6 D6 E6		A6 B5 C6 D6 E6		A7 B7 C6 D7 E8		A7 B7 C6 D7 E8		A8 B8 C7 D9 E9		A8 B8 C7 D9 E9		A9 B9 C9 D9 E9		A9 B9 C9 D9 E9	

REQUEST A DEMO ON
HOLMATRO.COM/EVO3

EVO 3 COMBI TOOLS

Cutting, spreading, squeezing and pulling: a combi tool can do it all. Holmatro offers compact lightweight models, a heavy-duty version and everything in between.



GCT 4120 EVO 3



GCT 4150 EVO 3



GCT 5111 EVO 3



GCT 5117 EVO 3

Specifications

Model	GCT 4120 EVO 3		GCT 4150 EVO 3		GCT 5111 EVO 3		GCT 5117 EVO 3		GCT 5160 EVO 3	
Article number	158.052.169		158.052.170		158.052.163		158.052.166		158.052.224	
Max. working pressure	psi / bar		10443 / 720				10443 / 720			
Spreading distance	inch	mm	10.6	268	14.2	360	11.1	281	17	431
Max. cutting opening	inch	mm	7.5	191	9	229	7.7	196	13.9	352
Max. spreading force	lbf	kN/t	6073	27 / 2.8	47435	211 / 21.5	102738	457 / 46.6	12140	54 / 5.5
Max. spreading force (NFPA 1936, HSF)	lbf	kN/t			11690	52 / 5.3	7194	32 / 3.3	307314	1367 / 139.4
Min. spreading force (NFPA 1936, LSF)	lbf	kN/t			8992	40 / 4.1	5620	25 / 2.5	10589	47.1 / 4.8
Max. pulling force (NFPA 1936, HPF)	lbf	kN/t					6070	27 / 2.8	23605	105 / 10.7
Min. pulling force (NFPA 1936, LPF)	lbf	kN/t					4047	18 / 1.8	19423	86.4 / 8.8
Max. cutting force	lbf	kN/t	55528	247 / 25.2	85427	380 / 38.7	45861	204 / 20.8	208848	929 / 94.7
Max. squeezing force	lbf	kN/t	10341	46 / 4.7	17085	76 / 7.7	6070	27 / 2.8	19761	87.9 / 9
Pulling distance			7.1	181	16.4	416	16.8	426	13.5	342
Max. pulling force	lbf	kN/t	14747	65.6 / 6.7	14358	63.9 / 6.5	6744	30 / 3.1	23605	105 / 10.7
Weight, excluding battery	lb	kg	30	13.6	41	18.6	29.5	13.4	49.2	22.3
Weight, ready for use	lb	kg	32.2	14.6	43.2	19.6	30.2	13.7	51.4	23.3
Dimensions (L x W x H)	inch	mm	31.1 x 11.2 x 7.9		35.4 x 10.8 x 8.1		26.8 x 10.9 x 2.1		30.6 x 11 x 8	
			789 x 285 x 201		900 x 275 x 205		680 x 278 x 205		778 x 279 x 204	
Temperature range			-4°F to 131°F (-20°C to +55°C)				-4°F to 131°F (-20°C to +55°C)			
Sound emission at 13 ft/3.25 ft (4 m/1 m) loaded	dB(A)		64/73		65/74		65/74			
NFPA 1936 2015 classification					A5 B5 C5 D6 E4		A5 B5 C4 D6 E4		A8 B9 C8 D9 E9	



GCT 5160 EVO 3

REQUEST A DEMO ON
HOLMATRO.COM/EVO3



CREATE ALL
THE SPACE
YOU NEED

EVO 3 SPREADERS

From compact lightweight to heavy duty:
these spreaders create all the space you need.



GSP 5240 CL EVO 3



GSP 5250 EVO 3



GSP 5240 EVO 3



GSP 5260 EVO 3

Specifications

Model	GSP 5240 CL EVO 3	GSP 5240 EVO 3	GSP 5250 EVO 3	GSP 5260 EVO 3
Article number	158.052.204	158.052.205	158.052.206	159.000.019
Max. working pressure	10443 / 720			
Spreading distance	20.1	510	28.5	725
Max. spreading force	29450	131 / 13.4	62947	280 / 28.6
Min. spreading force (NFPA 1936, HSF)	11915	53 / 5.4	15737	70 / 7.1
Min. spreading force (NFPA 1936, LSF)	7868	35 / 3.6	8543	38 / 3.9
Max. pulling force (NFPA 1936, HPF)	10566	47 / 4.8	10566	47 / 4.8
Min. pulling force (NFPA 1936, LPF)	5395	24 / 2.4	5620	25 / 2.5
Max. squeezing force	10566	47 / 4.8	13264	59 / 6
Pulling distance	15.5	393	24	610
Max. pulling force	10566	47 / 4.8	10566	47 / 4.8
Weight, excluding battery	31.7	14.4	42.5	19.3
Weight, ready for use	34	15.4	44.8	20.3
Dimensions (L x W x H)	32.2 x 10.9 x 8.1	37.5 x 11.3 x 8.5	38 x 11.3 x 8.5	40.8 x 12.7 x 8.8
Temperature range	-4°F to 131°F (-20°C to +55°C)			
Sound emission at 13 ft/3.25 ft (4 m/1 m) loaded	65/74		66/72	68/77
NFPA 1936 2015 compliant	Yes	Yes	Yes	Yes

EVO 3 RAMS

Choose between single plunger rams (that can be used with extension pieces) and telescopic rams combining compact dimensions with a large extended length. All with plenty of force for use on the strongest vehicle construction.



GRA 4321 EVO 3



GRA 4331 EVO 3



GTR 5340 LP EVO 3



GTR 5350 LP EVO 3

Specifications

Model			GRA 4321 EVO 3		GRA 4331 EVO 3		GTR 5340 LP EVO 3		GTR 5350 LP EVO 3	
Article number			158.052.207		158.052.208		159.000.001		159.000.000	
Number of plungers			1				2			
Max. working pressure	psi	bar			10443 / 720					
Spreading force over full stroke	lbf	kN/t	36460 162.2 / 16.5				—		—	
Max. spreading force 1st plunger ~ 2nd plunger	lbf	kN/t	—		—		48784 217 / 22.1		22706 101 / 10.3	
Max. spreading force (NFPA 1936, HSF)	lbf	kN/t	36460 162.2 / 16.5						48784 217 / 22.1	
Min. spreading force (NFPA 1936, LSF)	lbf	kN/t	36460 162.2 / 16.5				22706 101 / 10.3			
Pulling force over full stroke	lbf	kN/t	11265 50.1 / 5.1				—		—	
Max. pulling force (NFPA 1936, HPF)	lbf	kN/t	11265 50.1 / 5.1				—		—	
Min. pulling force (NFPA 1936, LPF)	lbf	kN/t	11265 50.1 / 5.1				—		—	
Spreading / pulling stroke	inch	mm	9.8	250	13.8	350				
Spreading stroke 1st plunger ~ 2nd plunger ~ total	inch / mm		—		—		5.9 / 150 ~ 4.9 / 125 ~ 10.8 / 275		14.8 / 375 ~ 13.8 / 350 ~ 28.5 / 725	
Retracted length	inch	mm	23.3	593	27.2	691	13.2	335	22	560
Extended length	inch	mm	33.2	843	41	1041	24	610	50.6	1285
Weight, excluding battery	lb	kg	38.4	17.4	41.7	18.9	37.5	17	52.9	24
Weight, ready for use	lb	kg	40.6	18.4	43.9	19.9	39.7	18	55.1	25
Dimensions (L x W x H)	mm / inch		17.8 x 9.4 x 23.3 452 x 239 x 591		17.8 x 9.4 x 27.2 452 x 239 x 691		18.9 x 10.2 x 13.2 480 x 260 x 335		20.7 x 10.2 x 22 525 x 260 x 560	
Temperature range					-4°F to 131°F (-20°C to +55°C)					
Sound emission at 13 ft/3.25 ft (4 m/1 m) loaded	dB(A)		66/75		67/76		65/74			
NFPA 1936 2015 compliant			Yes		Yes		Yes		Yes	

EVO 3 ACCESSORIES

Everything you (may) need for your
EVO 3 battery-rescue tools.

ALL MODELS

Required Accessories	Article nr.
Battery BPA 285 (5.0 Ah)	150.006.208
Battery charger BCH1 (220 - 240 VAC)	150.182.208
Battery charger BCH2 (100 - 120 VAC)	150.182.209
Battery car charger BCH3, 12-24 VDC	150.182.286

Accessories	
Mains power connector BMC1 (220 - 240 VAC)*	150.182.206
Mains power connector BMC2 (100 - 120 VAC)*	150.182.207
Battery pouch	158.553.010
Carrying strap (not for rams)	158.553.046

* Mains cable length: 8 ft (2.5 m). Tool cable length: 26 ft (8 m.)



Battery BPA



Battery charger



Battery pouch



Carrying strap



Mains power connector

EVO 3 COMBI TOOLS

Accessories	Article nr.	Models
Carrying harness	158.553.011	4120 / 5111 / 5117
Carrying/storage bag	158.553.045	4120 / 5111 / 5117
Spreading tips set, STS 04	150.014.731	5160
Pulling attachment set, PAS 04	150.182.241	5117
Pulling Adapter Set W/Hooks 3150/4150	158.582.004	4150
Pulling attachment set, PAS 07	150.182.078	5160
Pulling Chain Set With Hooks 3/8"	158.582.001	4150
Pulling chain set, PCS 03	150.582.261	5160
Pulling chain set, PCS 04, in case	150.582.020	5160
Pulling chain set, PCS 05	150.582.548	5117
Accessory set, ACS 04, in case	150.182.365	5160



Carrying harness



Carrying/storage bag



STS 04



PAS 04



Pulling Adapter Set W/Hooks
3150/4150



PAS 07



Pulling Chain Set With Hooks
3/8"



PCS 03



PSC 05



PSC 04



ACS 04

EVO 3 RAMS

Accessories	Article nr.	Models
Ram support HRS 22 NCT	150.003.105	all
Ram support HRS 22	150.181.011	all
Extension pipe TRE 01, 9.8 in (250 mm)	150.182.337	5340 LP
Extension pipe TRE 02, 17.7 in (450 mm)	150.182.336	5340 LP
Extension pipe, RAE 04, 6.5 in (165 mm)	150.006.373	4321 / 4331
Extension pipe, RAE 05, 13.8 in (330 mm)	150.006.372	4321 / 4331
Extension pipe, RAE 06, 19.7 in (500 mm)	150.006.204	4321 / 4331
Ram Wedge Head Attachment	158.181.020	4321 / 4331
Head, Ram Conical, Clear, Assy	158.181.014	4321 / 4331
Base plate, RBP 01	150.181.326	4321 / 4331
Connection piece, RCP 01	150.182.295	4321 / 4331
Cross Head (Ram) Single Stage	158.033.068	4321 / 4331
Pulling Chain Set With Hooks 3/8"	158.582.001	4321 / 4331
Accessory set, ram jacks, AS 4300 A, in case	150.182.269	4321 / 4331
Accessory Kit AS 4300 B	158.182.076	4321 / 4331



HRS 22 NCT



HRS 22 NCT



TRE 01/02



RAE 04/05/06



Ram Wedge Head
Attachment



Head, Ram Conical,
Clear, Assy



RBP 01



RCP 01



Cross Head (Ram) Single
Stage



Pulling Chain Set With Hooks
3/8"



AS 4300 A



AS 4300 B

EVO 3 SPREADERS

Accessories	Article nr.	Models
Pulling chain set, PCS 01	150.582.152	5240 CL / 5240 / 5250
Pulling chain set, PCS 03	150.582.261	5260
Pulling attachment set, PAS 01	150.182.273	5240 CL
Pulling attachment set, PAS 02	150.182.274	5240 / 5250
Pulling attachment set, PAS 03	150.182.275	5260
Cutting tip set, CTS 01	150.006.474	5240 / 5250
Cutting tip set, CTS 02	151.000.164	5260
Spreading tip set, STS 01	150.006.473	5240 CL
Spreading tip set, STS 02	150.006.475	5240 / 5250
Spreading tip set, STS 03	150.006.472	5260
Accessories set in case, SP 5240 CL	158.182.072	5240 CL
Accessory set in case SP 5240/5250	158.182.073	5240 / 5250
Accessory set in case SP 5260	158.182.074	5260
Pulling Chains, Set In Case	158.582.009	5240 CL / 5240 / 5250
Pulling Chains, Set In Case	158.582.010	5260



PCS 01 / PCS 03



PAS 01



PAS 02



PAS 03



CTS 01 / CTS 02



STS 01 / STS 02 / STS 03



Acc. Set, SP 5240 CL



Acc. Set in case



Pulling Chains, Set In Case

With two high-tech production plants in the USA and the Netherlands, the strictest quality, safety and performance standards in the market and a history of groundbreaking product innovations, Holmatro is the world's leading rescue tool supplier. We are very proud to see that Holmatro tools are the first choice of many fire & rescue professionals around the globe.

DOUBLE PLUNGER RAM

First ram with twin plungers. Designed to double the spreading distance without the risk of a plunger bending.



CORE TECHNOLOGY

The world's first single hose / single coupler system. A turning point in rescue tool technology, making rescue procedures safer, quicker and easier.



INCLINED CUTTER

First cutter with a 30-degree angled jaw, improving user comfort and maximizing working space.



INCLINED CUTTING

A HISTORY OF INNOVATION

1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022



10443 PSI / 720 BAR WORKING PRESSURE

First hydraulic rescue tools operating at a pressure higher than 7252 psi / 500 bar. The birth of lighter and more compact rescue equipment.

PERSONAL POWER PUMP

The first lightweight, mobile rescue pump enabling one person to carry a full set of tool, pump and hoses on their own



NCT CUTTERS

First cutter with U-shaped NCT (New Car Technology) blades, specially designed to cut new car construction.



BATTERY TOOLS

First high-performance battery-powered rescue tools. Easy to carry and handle thanks to a low weight (< 33 lb / 15 kg incl. battery).



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TOOLS



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Holmatro Rescue World



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HolmatroRescue

Glennell Miller

From: Brandon Kennedy
Sent: Thursday, January 9, 2020 7:00 AM
To: Pam Woodall; Glennell Miller
Subject: Fwd: ESD #2 Payment of \$20,000 to City of Ovilla

Here is ESD 2 confirmation of payment to go with agenda item.

Brandon Kennedy
Fire Chief
City of Ovilla

"By failing to prepare, you are preparing to fail." – Benjamin Franklin

Begin forwarded message:

From: "manningtom@sbcglobal.net" <manningtom@sbcglobal.net>
Date: January 8, 2020 at 21:37:57 CST
To: Brandon Kennedy <bkenedy@cityofovilla.org>
Cc: Danny_Long <danny_long@sbcglobal.net>
Subject: ESD #2 Payment of \$20,000 to City of Ovilla

Chief Kennedy,

During the December monthly meeting on December 16, 2019, the Ellis County ESD #2 Emergency Commissioners voted 5 to 0 to approve the \$20,000 in funds to the City of Ovilla for the purchase of rescue tools. Payment will be made at a monthly meeting when an invoice is presented.

Thanks,

Tom Manning
Emergency Commissioner
Secretary/Treasurer

Ellis County ESD #2
P.O. Box 969
Ovilla, Texas 75154
Cell: 214-325-7186
Email: manningtom@sbcglobal.net

AGENDA ITEM REPORT

Item 7

Meeting Date: January 13, 2020

Department: Water/wastewater

☒ Discussion ☐ ActionBudgeted Expense: ☐ YES ☒ NO ☐ N/ASubmitted By: P. Woodall, City Secretary, (I)CMAmount: N/AReviewed By: ☒ Interim City Manager ☒ City Secretary ☐ City Engineer☒ Accountant☒ Other: Daniel Durham

Attachments:

1. Highlighted CIP
2. Park Board Budget, Park Impact, EDC Budget
3. 2016 Heritage Park restrooms and costs

Agenda Item / Topic:

ITEM 7. **DISCUSSION** – Consideration of and action on the review of the Park Fund Budget to propose the funding of restrooms at Founders Park and direct staff as necessary.

Discussion / Justification:

Park Board Advisory Committee Chair Brian Treadaway addressed Council at the December 09, 2019 Council Meeting to share the Park Boards insight for hopefully future enhancement and current goals they had for the parks and ballfields. One noted and necessary improvement was to place new restrooms at or near Founders Park or baseball fields.

Mayor Pro Tem Griffin asked staff to follow up on this particular Park Board desire.

Precast restrooms for a facility with two toilets placed at Heritage Park were funded by the Economic Development Corporation in 2016 at a cost of \$75K, that included installation and water/wastewater connection, but did not include engineering fees.

Staff is happy to research a current cost pending Council's desire and direction to move funds for the expenditure. Staff is seeking direction on the placement, costs associated, design, and the necessity of preparing a RFP.

Recommendation / Staff Comments:

Staff seeks direction.

Sample Motion(s):

Discussion only.

10-YEAR CAPITAL IMPROVEMENT PLAN (CIP)

FY 2020			
Street	Northwood		\$ 16,600.00
Street	Oakwood		\$ 75,300.00
Street	Willow Creek Ct		\$ 23,500.00
Street	Johnson Lane	Chip seal (\$226,000)	\$ 226,000.00
Street	Buckboard	North 1/2	\$ 57,300.00
Street	Georgetown	North 1/2	\$ 57,300.00
		(Budget 410,000)	\$ 456,000.00
Street	Various	Crack seal (Budget 68,000 Crack Seal/materials)	\$ 30,000.00
Street	Various	Drainage work (Budget 50,000)	\$ 50,000.00
	Main Street Bridge	Repair	
	Shiloh Road Bridge	Repair	
	Water Street Bridge	Repair (Budget \$305,000)	\$ 305,000.00
MDD	Parking Lot	(Budget 250,000)	\$ 250,000.00
Water	Various	Loop Lines	\$ 75,000.00
Park impact, Park, and EDC	Founders Park	Pavilion	\$ 125,000.00
Park Impact	Ashburne Glen	Equipment	\$ 20,000.00
Park Impact	Silver Spur	Equipment	\$ 15,000.00
FY 2019			
Street	Westlawn Drive		\$ 70,000.00
Street	Greenwood Dr		\$ 35,000.00
Street	Holly Lane		\$ 30,000.00
Street	Slippery Elm Drive		\$ 72,000.00
Street	Dusty Oak Trail		\$ 15,000.00
Street	Willowwood Ln		\$ 52,000.00
			\$ 274,000.00
Street	Various	Crack seal	\$ 10,000.00
Street	Various	Drainage work	\$ 5,000.00
Street	Westlawn Drive	Drainage work	\$ 16,000.00
	Main Street Bridge	Repair	
	Shiloh Road Bridge	Repair	
	Water Street Bridge	Repair	
Parks	Cindy Jones Park	Pavillion	\$ 75,000.00
Water		Loop Lines	\$ 25,000.00
EDC	Sewer Line extension	Hidden Valley	\$ 64,231.88
Sewer	Sewer Line Extension	Man hole lining	
MDD	12 inch Sewer Line Extension	Water St & Cockrell Hill to Westlawn	\$ 100,000.00

		2019-2020 Budget	
Account #	Description		Notes
Economic Development			
600-10-0055746	Grant	\$25,000.00	0
600-10-58215	Transfers Out	\$7,500.00	0
600-10-8102230	Legal Fees	\$500.00	0
600-10-8102240	Audit	\$4,800.00	0
600-10-8103110	Office Supplies	\$200.00	0
600-10-8104210	Travel Expense	\$2,500.00	0
600-10-8104220	Professional Development	\$2,500.00	0
600-10-8105320	Printing Expense	\$300.00	0
600-10-8105620	Insurance - Liability	\$300.00	0
600-10-8105705	Postage	\$100.00	0
600-10-8105730	Memberships	\$5,300.00	0
600-10-8105740	Advertising	\$7,500.00	0
600-10-8107485	Water Street Sewer	\$15,000.00	0
600-10-8109015	Administrative Reserves	\$2,000.00	0
600-10-8109216	Park Pavilion	\$75,000.00	CIP
600-10-8109217	Park Equipment Improvement	\$30,000.00	0
600-10-8109218	Branding & Way Finding	\$24,000.00	0
600-10-8109219	Monument Signs	\$30,000.00	0
600-10-8109220	Waste Water Line Project	\$150,000.00	0
		<u>\$382,500.00</u>	
Park Impact Fund			
700-60-0059035	Reserves:5609035 · Park Impact Reserves	\$6,618.00	0
	Minor Capital Outlay:5606410 · Land		
700-60-56410	Improvements	\$500.00	0
	Capitalized Assets:5607440 · Capital Machinery		
700-60-57440	& Equipment	\$40,000.00	CIP
		<u>\$47,118.00</u>	

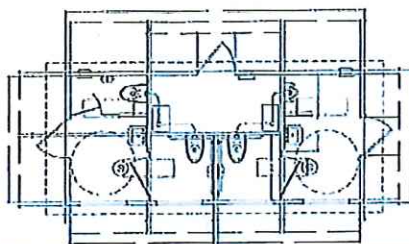
11:46 AM
01/09/20
Accrual Basis

City of Ovilla General Fund
Account QuickReport
All Transactions

Ty...	Date	Num	Name	Memo	Amount
60 · Parks					
5607400 · Capitalized Assets					
5607410 · 4B-EDC RestroomLand Improvement					
Bill	04/12/2017	09 31244 01	Elliott Electric Supply	MISC. PARTS - HERITAGE PARK	147.57
Bill	04/13/2017	991425	Tommy Cole Services	WIRE BATHROOM IN PARK	585.00
Bill	04/13/2017	09 31244 02	Elliott Electric Supply	MISC. PARTS - HERITAGE PARK	40.58
Bill	04/14/2017	9 31244 03	Elliott Electric Supply	MISC. PARTS - HERITAGE PARK	85.91
Bill	04/18/2017	110532	Keith Ace Hardware	PARK RESTROOM	53.32
Bill	04/20/2017	HOME DE...	Citibank	MISC. PARTS - HERITAGE PARK	169.66
Bill	04/20/2017	9 31244 04	Elliott Electric Supply	MISC. PARTS - HERITAGE PARK	63.06
Bill	04/21/2017	110608	Keith Ace Hardware	QUIKCRETE	17.94
Bill	04/21/2017	337970 RI	CXT Incorporated	HERITAGE PARK RESTROOMS	72,020.30
Bill	04/21/2017	200572921	TexasBit	MIX RAP	614.19
Bill	04/21/2017	9 31405 01	Elliott Electric Supply	MISC. PARTS - HERITAGE PARK	15.25
Bill	04/24/2017	200573857	TexasBit	MIX RAP	478.49
Bill	04/24/2017	36	3E Erosion Wholes...	BOARD / BRACKET	265.50
Bill	04/25/2017	110655	Keith Ace Hardware	SAND	14.36
Bill	04/28/2017	110739	Keith Ace Hardware	BATTERY PARK RESTROOM	21.12
Bill	05/01/2017	110523	Keith Ace Hardware	VENTS	9.54
Bill	05/01/2017	110512	Keith Ace Hardware	PARTS FOR HERITAGE BATHROOM	220.26
Bill	05/11/2017	111010	Keith Ace Hardware	SIGN	14.38
Bill	05/16/2017	111097 PA...	Keith Ace Hardware	TOWELL DESPENSER	98.99
Total 5607410 · 4B-EDC RestroomLand Improvement					74,935.42
Total 5607400 · Capitalized Assets					74,935.42
Total 60 · Parks					74,935.42
TOTAL					74,935.42

Filter
EDC
51.27
- 74,986.69

Courier 64.98



Kodiak with chase restroom building. Standard features include simulated barnwood texture walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded and set up at site.

Base Price		Price per unit	Click to select	
Kodiak		\$ 61,850.00		61,850.00
Added Cost Options:				
Final Connection to Utilities		\$ 2,200.00	<input checked="" type="checkbox"/>	2,200.00
Optional Wall Texture -choose one <input type="checkbox"/> Split Face Block <input type="checkbox"/> Struck Trowel		\$ 2,900.00		0.00
Optional Roof Texture -choose one <input type="checkbox"/> Delta Rib		\$ 900.00		0.00
Two-Tone Color Scheme		\$ 250.00	<input type="checkbox"/>	0.00
Stainless Steel Plumbing Fixtures		\$ 3,650.00	<input checked="" type="checkbox"/>	3,650.00
Electric Hand Dryers		\$ 2,100.00	<input type="checkbox"/>	0.00
Electronic Flush Valves -Building without Urinals		\$ 1,900.00	<input type="checkbox"/>	0.00
Electronic Lavatory Faucets		\$ 950.00	<input type="checkbox"/>	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt		\$ 3,410.00	<input type="checkbox"/>	0.00
4-gallon Electric Water Heater		\$ 330.00	<input checked="" type="checkbox"/>	330.00
Skylight In Restroom (each)	Qty: 2	\$ 425.00	<input type="checkbox"/>	0.00
Marine Grade Skylight In Restroom (each)	Qty: 2	\$ 1,400.00	<input type="checkbox"/>	0.00
Marine Package for Extra Corrosion Resistance		\$ 4,400.00	<input type="checkbox"/>	0.00
Tile Floor in Restroom		\$ 3,200.00	<input type="checkbox"/>	0.00
Fiberglass Entry and Chase Doors and Frames		\$ 3,450.00	<input type="checkbox"/>	0.00
VandShield XT		\$ 4,075.00	<input type="checkbox"/>	0.00
Smart Building Management System (SBMS)		\$ 7,500.00	<input type="checkbox"/>	0.00
Timed Electric Lock System (does not include chase door)		\$ 3,630.00	<input type="checkbox"/>	0.00
Exterior Frostproof Hose Bib with Box		\$ 385.00	<input type="checkbox"/>	0.00
Paper Towel Dispenser		\$ 170.00	<input type="checkbox"/>	0.00
Toilet Seat Cover Dispenser		\$ 75.00	<input type="checkbox"/>	0.00
Sanitary Napkin Disposal		\$ 48.00	<input type="checkbox"/>	0.00
CXT Wastebasket		\$ 120.00	<input type="checkbox"/>	0.00
Paint Touch up Kit - Single Color		\$ 55.00	<input type="checkbox"/>	0.00
Paint Touch up Kit - Two Tone Color		\$ 60.00	<input type="checkbox"/>	0.00
Total Cost of Selected Accessories from Accessories Price List:			\$	6,180.00
Estimated One-Way Transportation Costs to Site (quote):			\$	1,800.00
Custom Options: Texas PE Stamped Drawing, IHB Tag as required by TDLR			\$	850.00
Estimated monthly payment on 5 year lease \$ 1,420.67			Total Cost per Unit Placed at Job Site: (excludes all taxes)	\$ 70,680.00

This price quote is good for 60 days from date below, and is accurate and complete.

**David
Roger
S**

Digitally signed by
David Rogers
DN: cn=David Rogers,
o=LB Foster Co,
ou=CXT Incorporated,
email=DRogers@LBF
oster.com, c=US
Date: 2016.06.07
10:37:16 -05'00'

CXT Sales Representative

Date

NJPA AWARDED
CONTRACT
Contract #022113-CXT

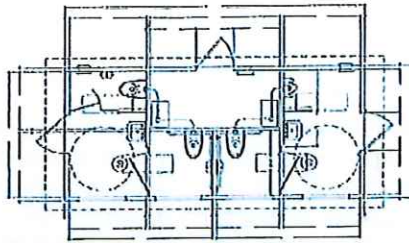
I accept this quote. Please process this order.

NJPA Member Number

Company Name

Customer

Date



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Two-Tone Color Scheme		\$ 250.00	<input type="checkbox"/>	0.00
Stainless Steel Plumbing Fixtures		\$ 3,650.00	<input checked="" type="checkbox"/>	3,650.00
Electric Hand Dryers		\$ 2,100.00	<input type="checkbox"/>	0.00
Electronic Flush Valves -Building without Urinals		\$ 1,900.00	<input type="checkbox"/>	0.00
Electronic Lavatory Faucets		\$ 950.00	<input type="checkbox"/>	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt		\$ 3,410.00	<input type="checkbox"/>	0.00
4-gallon Electric Water Heater		\$ 330.00	<input checked="" type="checkbox"/>	330.00
Skylight in Restroom (each)	Qty: 2	\$ 425.00	<input type="checkbox"/>	0.00
Marine Grade Skylight in Restroom (each)	Qty: 2	\$ 1,400.00	<input type="checkbox"/>	0.00
Marine Package for Extra Corrosion Resistance		\$ 4,400.00	<input type="checkbox"/>	0.00
Tile Floor in Restroom		\$ 3,200.00	<input type="checkbox"/>	0.00
Fiberglass Entry and Chase Doors and Frames		\$ 3,450.00	<input type="checkbox"/>	0.00
VandalShield XT		\$ 4,075.00	<input type="checkbox"/>	0.00
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**David
Roger
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David Rogers
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o=LB Foster Co,
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email=DRogers@LBF
oster.com, c=US
Date: 2016.06.07
10:37:16 -05'00'

CXT Sales Representative

Date

NJPA AWARDED CONTRACT
Contract #022113-CXT

I accept this quote. Please process this order.

NJPA Member Number

Company Name

Customer

Date

1

[illegible]

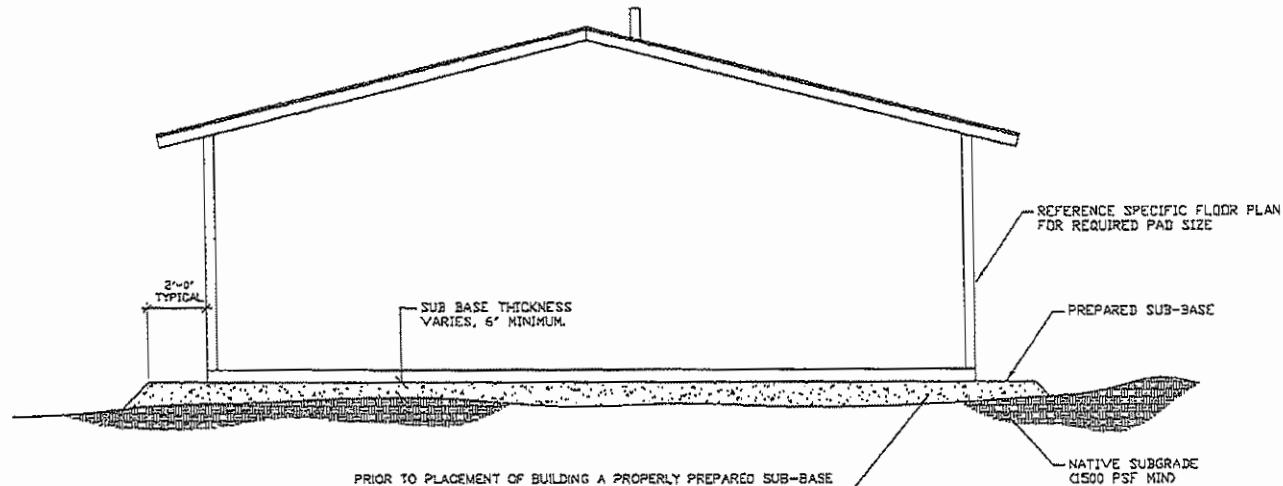
NOTE:

THIS FACTORY ASSEMBLED BUILDING AS CONSTRUCTED PROVIDES A RIGID BOX TYPE STRUCTURAL SYSTEM. VERTICAL LOADS ARE TRANSFERRED PRIMARILY THROUGH BEARING WALLS TO A PREPARED GRANULAR SUB-BASE WHICH DISSIPATES VERTICAL LOADS UNIFORMLY TO THE NATIVE SUBGRADE AND ALSO ACTS AS A FROST BARRIER. DUE TO THE INHERENT STIFFNESS OF THE BUILDING, IT WILL REMAIN SAFE AND STRUCTURALLY SOUND IN THE UNLIKELY EVENT OF FREEZING ACTION BELOW THE BUILDING.

LATERAL LOADS ARE TRANSFERRED TO THE GROUND THROUGH FRICTIONAL RESISTANCE WITHOUT SLIDING OR SHIFTING BETWEEN THE BUILDING FLOOR SLAB AND THE PREPARED SOIL AND GRAVEL SUB-BASE ON WHICH THE BUILDING RESTS. SEISMIC ANALYSES ARE BASED ON LOADS DETERMINED IN ACCORDANCE WITH THE 2003 INTERNATIONAL BUILDING CODE USING THE FOLLOWING PARAMETERS, WHICH MEET OR EXCEED THE CODE PRESCRIBED REQUIREMENTS FOR THIS INSTALLATION:

SPECTRAL ACCELERATIONS: $S_S = 3.41$ & $S_1 = 1.59$.
BEARING WALL SYSTEM WITH CONCRETE SHEAR WALLS, $R = 5.5$ & $\Omega = 2.5$.
SITE CLASS D
SEISMIC USE GROUP = I
20% OF THE 250 PSF SNOW LOAD IS INCLUDED TO DETERMINE SEISMIC LOADS
SOIL/CONCRETE FRICTION FACTOR = 0.35

THIS BUILDING, AS DESIGNED, RESTING ON A PROPERLY PREPARED GRANULAR SUB-BASE WILL BE SAFE AND STRUCTURALLY SOUND FOR VERTICAL AND LATERAL LOADS AS DISCUSSED ABOVE. A FULL DEPTH FOUNDATION WALL AT THE BUILDING PERIMETER, TYPICAL FOR OTHER TYPES OF BUILDING CONSTRUCTION, IS NOT REQUIRED FOR THIS BUILDING.



PRIOR TO PLACEMENT OF BUILDING A PROPERLY PREPARED SUB-BASE SHALL BE PROVIDED. SUB-BASE SHALL BE A MINIMUM OF 6" THICK AND CONSIST OF 3/4" MINUS CRUSHED ROCK COMPACTED TO 85% OF OPTIMUM DENSITY IN ACCORDANCE WITH ASTM D 1557. FINISHED SURFACE OF SUB-BASE SHALL BE UNIFORMLY LEVEL, NOT VARYING MORE THAN 1/2" FROM A TRUE HORIZONTAL PLANE. REFER TO BUILDING HANDLING SHEET FOR SUB-BASE REQUIREMENTS DURING BUILDING PLACEMENT. (PREPARED SUB-BASE NOT BY CXT).



CXT STANDARD BUILDING

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CXT International			
DATE	DESCRIPTION	APPROVED	BY
01/11/11	3/4" MINUS CRUSHED ROCK	DAVID	DAVID
01/11/11	20% OF THE 250 PSF SNOW LOAD	DAVID	DAVID
01/11/11	20% OF THE 250 PSF SNOW LOAD	DAVID	DAVID

GRAVEL PAD DETAIL

DATE	BY	CHK
01/11/11	DAVID	DAVID

Architectural floor plan of a bathroom facility. The overall dimensions are 28'-0" wide by 10'-6" deep. The plan includes two stalls, two sinks, two toilets, and two showers. Key features and dimensions include:

- Overall Dimensions:** 28'-0" (width) x 10'-6" (depth).
- Stalls:** Two stalls, each 3'-0" wide and 5'-1" deep.
- Sinks:** Two sinks, each 1'-0" wide and 2'-0" deep.
- Toilets:** Two toilets, each 1'-0" wide and 2'-0" deep.
- Showers:** Two showers, each 1'-0" wide and 2'-0" deep.
- Plumbing Blockouts:** Two 15x24 plumbing blockouts, each 3'-0" wide and 3'-0" deep.
- Service Panel:** A service panel located between the two plumbing blockouts.
- Lighting:** Four ceiling-mounted fluorescent lighting fixtures, each 4'-0" wide and 2'-0" deep.
- Roofline Air Vents:** Two roofline air vents, each 4'-0" wide and 2'-0" deep.
- Turning Circles:** Two 6'-0" diameter turning circles, each 6'-0" in diameter.
- Dimensions:**
 - Overall width: 28'-0"
 - Overall depth: 10'-6"
 - Stall width: 3'-0"
 - Stall depth: 5'-1"
 - Sink width: 1'-0"
 - Sink depth: 2'-0"
 - Toilet width: 1'-0"
 - Toilet depth: 2'-0"
 - Shower width: 1'-0"
 - Shower depth: 2'-0"
 - Plumbing blockout width: 3'-0"
 - Plumbing blockout depth: 3'-0"
 - Service panel width: 3'-0"
 - Service panel depth: 3'-0"
 - Lighting fixture width: 4'-0"
 - Lighting fixture depth: 2'-0"
 - Roofline air vent width: 4'-0"
 - Roofline air vent depth: 2'-0"
 - Turning circle diameter: 6'-0"

ONLY

[illegible]



Ovilla City Council

AGENDA ITEM REPORT

Item 8

Meeting Date: January 13, 2020

Department: Administration/Police

☒ Discussion ☐ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: P. Woodall, City Secretary, (I)CM

Amount: N/A

Reviewed By: ☒ Interim City Manager ☒ City Secretary ☐ City Attorney

☒ Accountant

☒ Other: Chief B. Windham

Attachments:

1. Updated estimates and photos of containers
2. Drawing updating the police and public works facility
3. Highlighted possibilities on the current CIP to move funding for this potential project.

Agenda Item / Topic:

ITEM 8. **DISCUSSION** – Review and discuss the City's municipal facilities needs.

Discussion / Justification:

Staff presented this item to Council at the December 09 meeting and was directed to keep this item on the agendas until further notice. *Discussed at the December 09 meeting:*

Staff is researching for ways to improve space, working conditions and parking at the City Hall, Public Works and Police Department.

- *Is 708 Main Street a consideration? It does have HVAC but the heater is not working and it is unknown if the a/c works. Asbestos treatment/removal will be required at an estimated cost of \$10,880.*
- *The Police Department has a drawing of a floor plan to help them utilize their existing facility.*
- *An ADA report for city hall, police and fire was conducted. (not included)*

Staff was directed to return with additional costs for containers and another drawing with intent to improve the police department's facility use, expansion, and relocation of the public works storage area and the city's retention room area.

Additionally, staff is offering ideas for possible funding. Staff proposes use the funds designated for the parking lot across from the Fire Department to assist with additional parking, a sally-port, and to enclose the back area of the building currently used by the Public Works Department.

Recommendation / Staff Comments:

N/A

Sample Motion

Discussion Only.



Cordell Hill Rd



XCaliber Container
1338 FM 1287
Graham, TX 76450
•Office: 940-549-0699
•Fax: 940-228-0023

Estimate

Date	Estimate #
1/9/2020	4260

Location in Ferris, Tx

Name / Address
City of Ovilla Ovilla, TX 75154 Linda 972-617-7262

Due to current market conditions,
listed prices are valid for 7 days.
Container selections are subject
to availability.

			Project
Description	Qty	Cost	Total
40' STD Prem Refurb - Painted Tan on the outside and light grey on the inside with a 1 year warranty	1	3,650.00	3,650.00
40' STD Basic Refurb - Painted Gray on the outside only with a 1 year warranty	1	2,950.00	2,950.00
Includes Delivery to Ovilla, TX			
Total			\$6,600.00

Phone #
(940) 549-0699

Customer Signature _____

Linda Harding

From: Amy Matelski <amy@westerncontainersales.com>
Sent: Thursday, January 9, 2020 8:38 AM
To: Linda Harding
Subject: Western Container Sales Draft Order Linda Harding - 1 x 40' WWT Container



INVOICE #D8626

Complete your purchase

Hello Linda -

Thank you for reaching out to us for your container needs. You'll find a draft order below outlining the cost associated with the purchase and ground-level delivery of one (1) 40' WWT (wind/watertight) shipping container.

The WWT-grade of container is covered by our 1-year warranty and is guaranteed leak free and structurally/functionally in good working condition.

Please review our sample photos of these containers grade to ensure that it meets your needs: <https://westerncontainersales.com/sample-pics/>

If you'd like to move forward with the purchase, you can click on the "complete your purchase" link below to process payment online, or give us a call at any time to finalize details.

Let me know of any questions, I'm happy to help.

Thank you,

Amy Matelski

Western Container Sales

612-444-3230

amy@westerncontainersales.com

Complete your purchase

or [Visit our store](#)

Order summary

	Dallas, TX Shipping Container × 1 8'x40' Standard / WWT (Next off stack) / Towards Cab of Truck (off last)	\$1,890.00
	Subtotal	\$1,890.00
	Shipping	\$275.00
	Total	\$2,165.00 USD

Customer information

Shipping address

Linda Harding
105 Cockhill Road
Ovilla, Texas 75154
United States

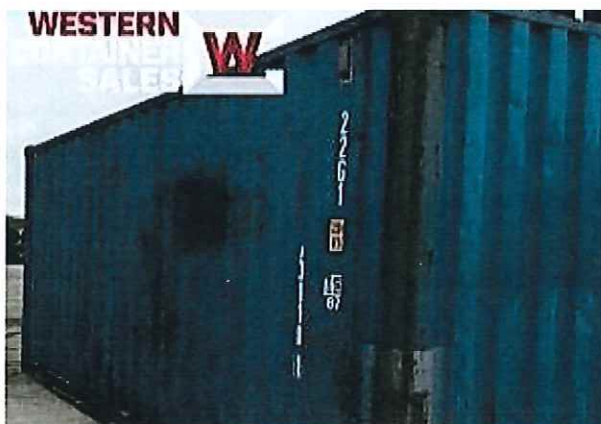
Billing address

Linda Harding
105 Cockhill Road
Ovilla, Texas 75154
United States

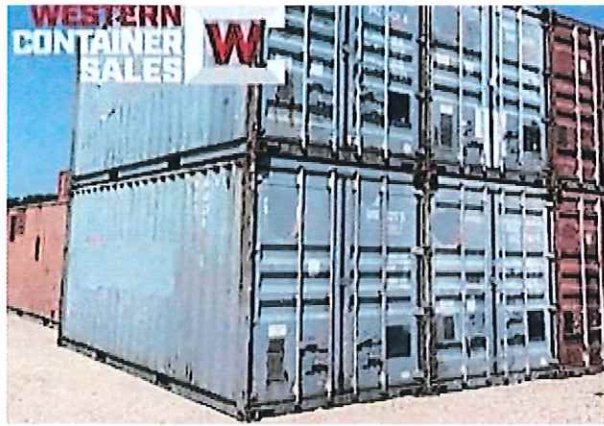
Shipping method

Ground Level Delivery on Tilt-bed Trailer: 4-7 Business Days
\$275.00

Quotes provided by Western Container Sales are based upon current market prices. We will do our best to honor quoted rates when possible, but due to market pricing volatility we're unable to guarantee rates for any length of time (this invoice will be deleted from our system at such a time when the price is no longer valid). Subject to availability. If you have any questions, reply to this email or contact us at info@WesternContainerSales.com







Linda Harding

From: Daniel McBride <danielm@semi-trailers.net>
Sent: Thursday, January 9, 2020 8:53 AM
To: Linda Harding
Subject: 40 foot container pricing
Attachments: MAV1.png; MAV2.png; MAV3.png; MAV4.png; MAV5.png

Linda,
Thank you for your call this morning.

As I mentioned, we have 40' standard (8.5' tall) and 40' high cube (9.5' tall) which are used boxes that have been running freight across the ocean for several years.

We also have 40' high cube boxes (9.5' tall) which are called 1-trip units. This means they have run freight across the ocean from China to the US only once and are like new. I have attached pictures of that unit to this email.

Pricing is as follows:

40' STD - \$2500
40' HC - \$2650
40' HC (1-trip) - \$3650

I can deliver it to Ovilla for \$300.

Kindly let me know if you have any further questions.

Best regards,



Daniel McBride

Sales Operations Manager

Semi-Trailer Big Box

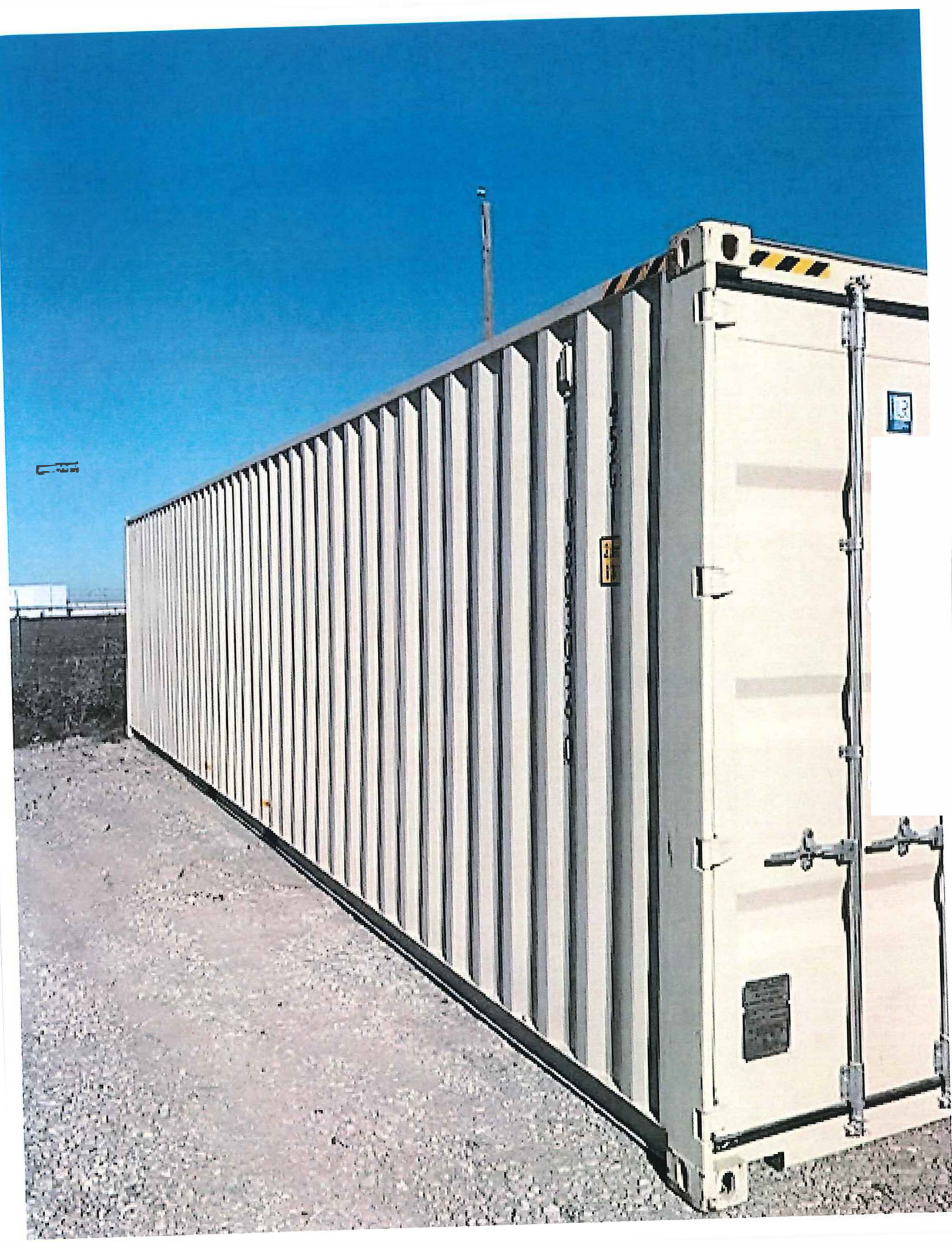
p: 972-525-3061 m: 650-575-4415

a: 6301 S. Interstate 45, Wilmer, Texas 75172

w: www.stsbbox.com/ e: danielm@semi-trailers.net







10-YEAR CAPITAL IMPROVEMENT PLAN (CIP)

FY 2020			
Street	Northwood		\$ 16,600.00
Street	Oakwood		\$ 75,300.00
Street	Willow Creek Ct		\$ 23,500.00
Street	Johnson Lane	Chip seal (\$226,000)	\$ 226,000.00
Street	Buckboard	North 1/2	\$ 57,300.00
Street	Georgetown	North 1/2	\$ 57,300.00
		(Budget 410,000)	\$ 456,000.00
Street	Various	Crack seal (Budget 68,000 Crack Seal/materials)	\$ 30,000.00
Street	Various	Drainage work (Budget 50,000)	\$ 50,000.00
	Main Street Bridge	Repair	
	Shiloh Road Bridge	Repair	
	Water Street Bridge	Repair (Budget \$305,000)	\$ 305,000.00
MDD	Parking Lot	(Budget 250,000)	\$ 250,000.00
Water	Various	Loop Lines	\$ 75,000.00
Park impact, Park, and EDC	Founders Park	Pavilion	\$ 125,000.00
Park Impact	Ashburne Glen	Equipment	\$ 20,000.00
Park Impact	Silver Spur	Equipment	\$ 15,000.00
FY 2019			
Street	Westlawn Drive		\$ 70,000.00
Street	Greenwood Dr		\$ 35,000.00
Street	Holly Lane		\$ 30,000.00
Street	Slippery Elm Drive		\$ 72,000.00
Street	Dusty Oak Trail		\$ 15,000.00
Street	Willowwood Ln		\$ 52,000.00
			\$ 274,000.00
Street	Various	Crack seal	\$ 10,000.00
Street	Various	Drainage work	\$ 5,000.00
Street	Westlawn Drive	Drainage work	\$ 16,000.00
	Main Street Bridge	Repair	
	Shiloh Road Bridge	Repair	
	Water Street Bridge	Repair	
Parks	Cindy Jones Park	Pavillion	\$ 75,000.00
Water		Loop Lines	\$ 25,000.00
EDC	Sewer Line extension	Hidden Valley	\$ 64,231.88
Sewer	Sewer Line Extension	Man hole lining	
MDD	12 inch Sewer Line Extension	Water St & Cockrell Hill to Westlawn	\$ 100,000.00

		2019-2020 Budget	
Account #	Description		Notes
	Municipal Development District		
500-10-9102200	Special Services	\$0.00	0
500-10-9102240	Audit	\$1,600.00	0
500-10-9103110	Office Supplies	\$100.00	0
500-10-9105620	Insurance - Liability	\$272.00	0
500-10-9109015	Administrative Reserves	\$48,628.00	0
500-10-9109215	Admin. Expense to General Fund	\$500.00	0
500-10-9109216	Capital Improvements	\$250,000.00	Parking Lot
		<u>\$301,100.00</u>	

AGENDA ITEM REPORT

Item 9

Meeting Date: January 13, 2020

Department: Water/wastewater

☒ Discussion ☐ ActionBudgeted Expense: ☐ YES ☒ NO ☐ N/ASubmitted By: P. Woodall, City Secretary, (I)CMAmount: N/AReviewed By: ☒ Interim City Manager ☒ City Secretary ☐ City Engineer☒ Accountant☒ Other: Daniel Durham

Attachments:

1. Estimates and documentation

Agenda Item / Topic:

ITEM 9. *DISCUSSION* – Discuss and consider the inclusion, costs, and requirement of electronic water meters as part of a subdivision development.

Discussion / Justification:

Public Works Superintendent Daniel Durham will share his research on electronic meters.

(Meter Reading Cost & smart meter Estimates)

This is an estimated cost for reading monthly water meter manually this cost estimate does include employee's salary, and all provided benefits by the city it also includes the fuel cost associated with it.

(5 Public Works Employees and 2 Water Admin Employee's)

- Employee Cost Monthly (\$ 3483.20)
- Employee Cost Yearly (\$41,798.70)
- Fuel Cost Monthly (\$400)
- Fuel Cost Yearly (\$4,800)
- Total Of Cost Combined yearly (\$46,598.40)

These cost estimates were provided by Atlas Utility Supply Company for the Badger Model 25 series and the Badger Model E-Series meters. Below is an estimated timeline for the system to pay for itself in the future. (There is a lot of variation that would also decrease the number of years it would take for these systems to pay for itself like man time in the field doing rereads, Water admin taking complaint calls about water usage, Guys in the field doing meter test to check for meter accuracy, And the LOW FLOW readings that the E-Series meters registers that your standard mechanical meter will not register)

1. Badger Model 25

- \$ 335,587.25
- Years to pay back (7.2 yrs.)
- **These meters still have mechanical parts which will not pick up low flow water usage.**

2. Badger E-Series Meter

- \$ 385,787.25
- Years to pay back (8.2yrs.)
- The E-Series are an ultra-sonic Meter and have no moving parts they will pick up all water usage including low flow. A neighboring water supply uses these meters and they recorded 2.5MG of low flow water used for the month of November this number stays about the same month to month which could add up fast.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

Discussion only.



ATLAS UTILITY SUPPLY COMPANY

2301 CARSON STREET
FORT WORTH, TEXAS 76117-5212
817/831-4275 FAX 817/831-1014

sales@atlasutility.com

12/20/2019

City of Ovilla

BADGER ORION CELLULAR AND BEACON PRICING ESTIMATES

QUANTITY	DESCRIPTION	PRICE	EXTENDED
1	Badger Engagement Fee	\$5,000.00	\$5,000.00
1	Billing Integration Fee	\$1,550.00	\$1,550.00
1,255	5/8" X 3/4" Badger E Series meters, with Badger Orion Cellular LTE pit transmitters, HR-E LCD Encoder, and twist tight connector	\$299.95	\$376,437.25
1	Beacon Training	\$2,800.00	\$2,800.00
MATERIAL TOTAL			\$385,787.25
1255	Access to BEACON AMA Meter Data Management Software (MDMS), BEACON smartphone utility app, EyeOnWater consumer web portal and EyeOnWater consumer smartphone app. BEACON AMA MDMS and EyeOnWater consumer portal are Hosted by Badger Meter Inc. on a secure website, and is accessible via Internet Browser.	\$ 0.89, per water service, per month	Pricing is based on approximately 50 services.
ANNUAL HOSTING FEE CHARGES PER YEAR			\$13,403.40

NOTE: Pricing is firm until 03/30/20

NOTE: It is Badger Meter's recommendation for best practices that all pit meter box lids be made of composite or plastic material.



E-Series® Ultrasonic Meter

Cold Water Engineered Polymer Meter, 5/8, 5/8 x 3/4, 3/4, and 1 inch

DESCRIPTION

The E-Series® Ultrasonic meter uses solid-state technology in a compact, totally encapsulated, weatherproof, and UV-resistant housing, suitable for residential and commercial applications. Electronic metering provides information—such as rate of flow and reverse flow indication—and data not typically available through traditional, mechanical meters and registers. Electronic metering eliminates measurement errors due to sand, suspended particles and pressure fluctuations.

The Ultrasonic 5/8, 5/8 x 3/4, 3/4, and 1 inch meters feature:

- Minimum extended low-flow rate lower than typical positive displacement meters.
- Simplified one-piece electronic meter and register that are integral to the meter body and virtually maintenance free.
- Sealed, non-removable, tamper-protected meter and register.
- Easy-to-read, 9-digit LCD display presents consumption, rate of flow, reverse-flow indication, and alarms.
- High resolution industry standard ASCII encoder protocol.

The Ultrasonic meter is available with an in-line connector for easy connection and installation to AMR/AMI endpoints. It is also available with a flying lead for field splice connection.

APPLICATIONS

Use the Ultrasonic meter for measuring potable cold water in residential, commercial and industrial services. The meter is also ideal for non-potable, irrigation water applications or less than optimum water conditions where small particles exist.

E-Series Ultrasonic meters meet and exceed ANSI/AWWA C715 standards. The meters comply with the lead-free provisions of the Safe Drinking Water Act, are certified to NSF/ANSI Standards 61 and 372 and carry the NSF-61 mark on the housing.

OPERATION & PERFORMANCE

As water flows into the measuring tube, ultrasonic signals are sent consecutively in forward and reverse directions of flow. Velocity is then determined by measuring the time difference between the measurement in the forward and reverse directions. Total volume is calculated from the measured flow velocity using water temperature and pipe diameter. The LCD display shows total volume and alarm conditions and can toggle to display rate of flow.



In the normal temperature range of 45...85° F (7...29° C), the Ultrasonic "new meter" consumption measurement is accurate to:

- $\pm 1.5\%$ over the normal flow range
- $\pm 3.0\%$ from the extended low flow range to the minimum flow value

CONSTRUCTION

E-Series Ultrasonic meters feature an engineered polymer, lead-free meter housing, an engineered polymer and stainless steel metering insert, a meter-control circuit board with associated wiring, LCD, and battery. Wetted elements are limited to the pressure vessel, polymer/stainless steel metering insert and the transducers. The electronic components are housed and fully potted within a molded, engineered polymer enclosure, which is permanently attached to the meter housing. The transducers extend through the polymer housing and are sealed by O-rings.

The metering insert holds the stainless steel ultrasonic reflectors in the center of the flow area, enabling turbulence-free water flow through the tube and around the ultrasonic signal reflectors. The metering insert's patented design virtually eliminates chemical buildup on the reflectors, ensuring long-term metering accuracy.

METER INSTALLATION

The meter is completely submersible and can be installed using horizontal or vertical piping, with flow in the up direction. The meter will not measure flow when an "empty pipe" condition is experienced. An empty pipe is defined as a condition when the flow sensors are not fully submerged.

SPECIFICATIONS

E-Series Ultrasonic Meter Size	5/8 in. (15 mm)	5/8 x 3/4 in. (15 mm)	3/4 in. (20 mm)	1 in. (25 mm)
Operating Range	0.1...25 gpm	0.1...25 gpm	0.1...32 gpm	0.4...55 gpm
Extended Low-Flow Rate	0.05 gpm	0.05 gpm	0.05 gpm	0.25 gpm
Maximum Continuous Operation	25 gpm	25 gpm	32 gpm	55 gpm
Pressure Loss	4.3 psi at 15 gpm	2.3 psi at 15 gpm	2.0 psi at 15 gpm	1.8 psi at 25 gpm
Reverse Flow - Maximum Rate	4.0 gpm	4.0 gpm	4.0 gpm	9.0 gpm
Operating Performance	In the normal temperature range of 45...85° F (7...29° C), new meter consumption measurement is accurate to: <ul style="list-style-type: none"> • $\pm 1.5\%$ over the normal flow range • $\pm 3.0\%$ from the extended low flow range to the minimum flow value 			
Storage Temperature	-40...140° F (-40...60° C)			
Maximum Ambient Storage (Storage for One Hour)	150° F (72° C)			
Measured-Fluid Temperature Range	34...140° F (1°...60° C)			
Humidity	0...100% condensing; meter is capable of operating in fully submerged environments			
Maximum Operating Pressure of Meter Housing	175 psi (12 bar)			
Register Type	Straight reading, permanently sealed electronic LCD; digits are 0.28 in. (7 mm) high			
Register Display	<ul style="list-style-type: none"> • Consumption (up to nine digits) • Rate of flow • Alarms • Unit of measure factory programmed for gallons, cubic feet and cubic meters 			
Register Capacity	<ul style="list-style-type: none"> • 10,000,000 gallons • 1,000,000 cubic feet • 100,000 cubic meters 			
Totalization Display Resolution	<ul style="list-style-type: none"> • Gallons: 0.XX • Cubic feet: 0.XXX • Cubic meters: 0.XXXX 			
Battery	3.6-volt lithium thionyl chloride; battery is fully encapsulated within the register housing and is not replaceable; 20-year battery life			

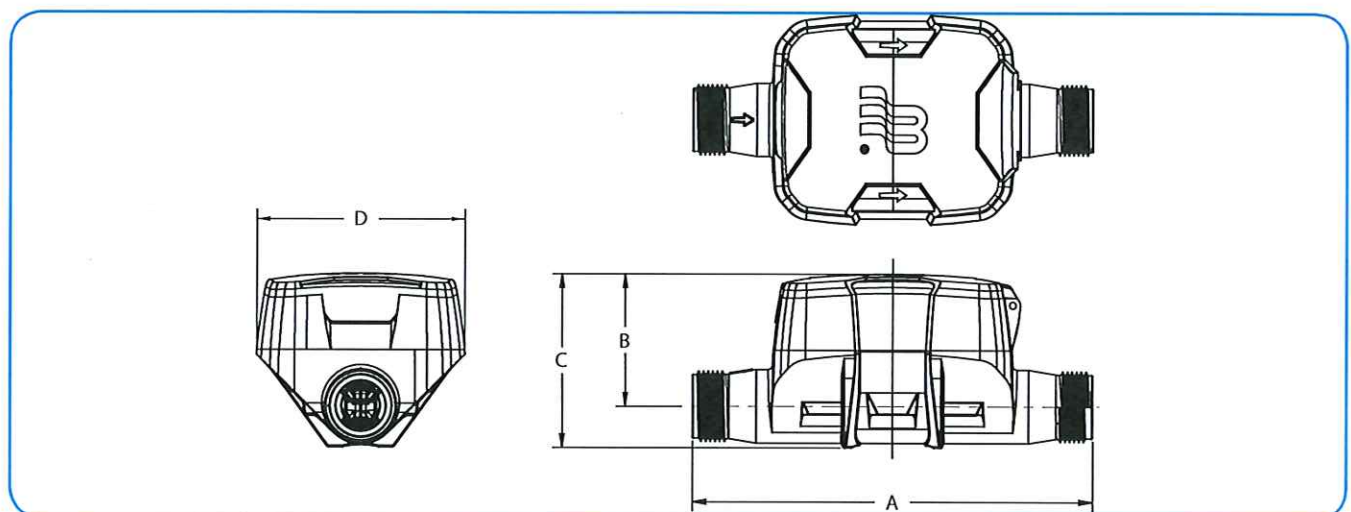
MATERIALS

Meter Housing	Engineered polymer
Measuring Element	Pair of ultrasonic sensors located in the flow tube
Register Housing & Lid	Engineered polymer
Metering Insert	Engineered polymer & stainless steel
Transducers	Piezo-ceramic device with wetted surface of stainless CrNiMo

PHYSICAL DIMENSIONS

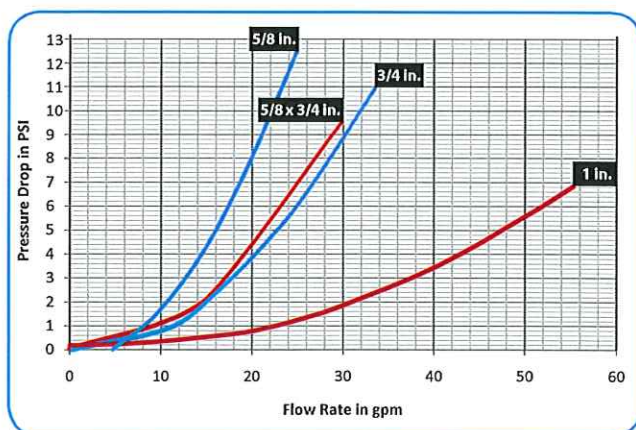
E-Series Ultrasonic Meter Size	5/8 in. (15 mm)	5/8 (15 mm) x 3/4 in. (20 mm)	3/4 in. (20 mm)	1 in. (25 mm)
Size Designation X Lay Length	5/8 x 7-1/2 in.	5/8 x 3/4 x 7-1/2 in.	3/4 x 7-1/2 in. or 3/4 x 9 in.	1 x 10-3/4 in.
Weight (without AMR)	1.60 lb	1.58 lb	3/4 x 7-1/2 in.: 1.58 lb 3/4 x 9 in.: 1.64 lb	2.3 lb
See illustration below for Measurement Designations.				
Length (A)	7.5 in.	7.5 in.	7.5 in. or 8.85 in.	10.75 in.
Height (B)	2.46 in.	2.46 in.	2.46 in.	2.66 in.
Height (C)	3.27 in.	3.23 in.	3.23 in.	3.62 in.
Width (D)	3.90 in.	3.90 in.	3.90 in.	3.90 in.
Bore Size	5/8 in.	3/4 in.	3/4 in.	1 in.
Coupling Nut & Spud Thread	3/4 in. x 14 NPSM	1 in. x 11-1/2 NPSM	1 in. x 11-1/2 NPSM	1-1/4 in. x 11-1/2 NPSM
Tailpiece Pipe Thread (NPT)	1/2 in.	3/4 in.	3/4 in.	1 in.
Service Pipe Thread (NPT)	1/2 in.	3/4 in.	3/4 in.	1 in.

MEASUREMENT DESIGNATIONS



PRESSURE LOSS CHART

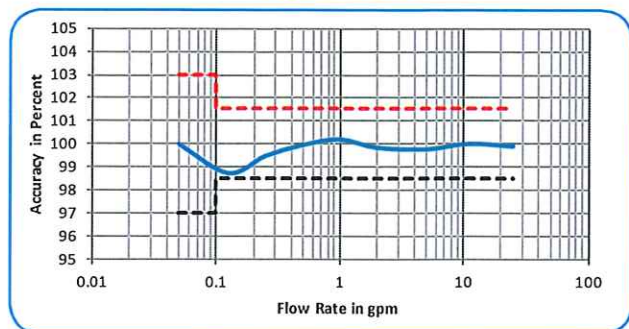
Rate of Flow in gallons per minute (gpm)



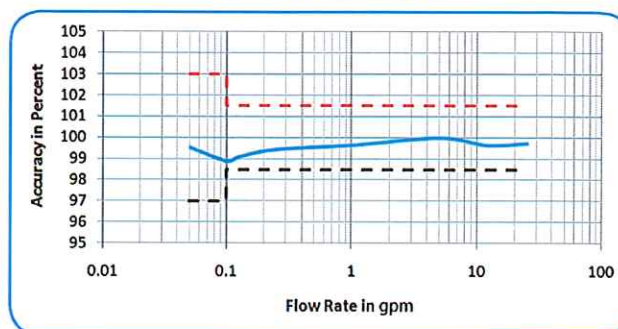
ACCURACY CHARTS

Rate of Flow in gallons per minute (gpm)

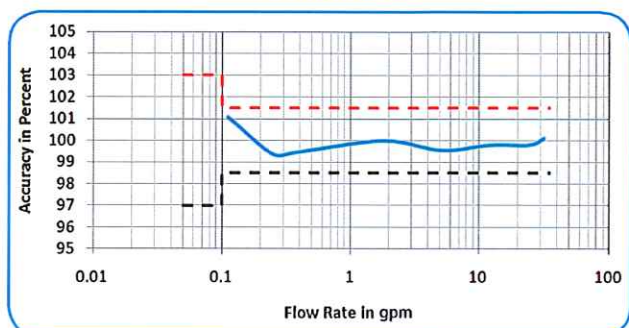
5/8 IN. METER



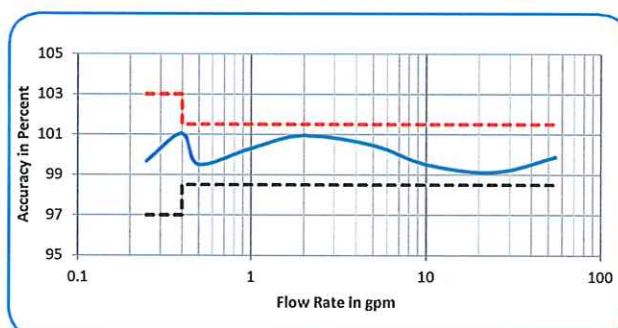
5/8 x 3/4 IN. METER



3/4 IN. METER



1 IN. METER



SMART WATER IS BADGER METER

E-Series is a registered trademark of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities.

Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists. © 2019 Badger Meter, Inc. All rights reserved.

www.badgermeter.com

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 México | Badger Meter de las Americas, S.A. de C.V. | Pedro Luis Ogazón N°32 | Esq. Angelina N°24 | Colonia Guadalupe Inn | CP 01050 | México, DF | México | +52-55-5662-0882
 Europe, Eastern Europe Branch Office (for Poland, Latvia, Lithuania, Estonia, Ukraine, Belarus) | Badger Meter Europe | ul. Korfantego 6 | 44-193 Knurów | Poland | +48-32-236-8787
 Europe, Middle East and Africa | Badger Meter Europa GmbH | Nurlinger Str 76 | 72639 Neuffen | Germany | +49-7025-9208-0
 Europe, Middle East Branch Office | Badger Meter Europe | PO Box 341442 | Dubai Silicon Oasis, Head Quarter Building, Wing C, Office #C209 | Dubai / UAE | +971-4-371 2503
 Slovakia | Badger Meter Slovakia s.r.o. | Racianska 109/B | 831 02 Bratislava, Slovakia | +421-2-44 63 83 01
 Asia Pacific | Badger Meter | 80 Marine Parade Rd | 19-07 Parkway Parade | Singapore 449269 | +65-63464836
 Switzerland | Badger Meter Swiss AG | Mittelholzerstrasse 8 | 3006 Bern | Switzerland | +41-31-932 01 11

Legacy Document Number: ESM-T-12-EN



Badger Meter

Transforming the Aging Water System in Bedford, Texas, Into a Leading Smart Water Solution

When water utility managers in Bedford, Texas, determined it was time to replace the city's aging water infrastructure, they anticipated it would be a long and potentially challenging undertaking. However, by selecting a manufacturing partner with a comprehensive solutions portfolio, as well as turnkey distribution and installation partners, the Public Works Department achieved a successful and completely transformative infrastructure replacement project in less than two years. The project, which began in 2017, helped make Bedford one of the first cities in the country to deploy a smart water solution utilizing a secure LTE cellular network.

Recognizing a Need

Bedford, which is located between Fort Worth and Dallas in North Texas, serves more than 49,500 water and wastewater customers across its 10-square-mile city limits. In 2013, the city conducted a system survey and found that its water meters were in need of restoration and replacement.

"Following our analysis, city officials realized our water system was not monitoring and recording water usage as well as we'd thought. It was time to develop a plan to renew and upgrade the system," said Kenny Overstreet, Director for Bedford Public Works.

"Initially, we looked at implementing brass meters with a drive-by system. But after surveying our system, we saw the limitations of these solutions," added Overstreet. "Advanced Metering Infrastructure (AMI) technology, on the other hand, offered an option that better fit our needs and was more cost-effective in the long term."

Public Works staff talked with surrounding cities in the Dallas/Fort Worth area who had experienced varied levels of success with smart water metering technologies. Based on the feedback, the city officials decided to conduct a two-month pilot program with five Badger Meter E Series® Ultrasonic water meters located throughout the city in hopes of verifying the accuracy of the meters and the success of meter read transmissions to Badger Meter's BEACON® Advanced Metering Analytics (AMA) software suite. The pilot was a success.

Design and Funding

Meanwhile, the Bedford Public Works Department began working with an engineering design firm to develop technical specifications and construction drawings for the replacement of approximately 15,000 water meters, meter boxes and curb stops. As a city consultant, the design firm worked with the Texas Water Development Board (TWDB) to ensure necessary requirements were met to receive a State Water Implementation Fund for Texas (SWIFT) loan. Ultimately, the TWDB awarded Bedford the loan, and funding was disbursed to the city for the installation of new water meters.



Bedford Team Works on Meter Pit Installation

Selecting a Flexible, Cost-Effective Solution

After the successful completion of the E-Series Ultrasonic meter pilot program and with funds in place, the Bedford Public Works Department entered into a contract with Badger Meter, following City Council approval. Combining the BEACON AMA software suite, ORION® Cellular LTE endpoints, and EyeOnWater® smartphone/tablet application, Badger Meter helped to deliver a simple, yet powerful, end-to-end solution for Bedford.

"Using Badger Meter's BEACON AMA solution helped us eliminate the time and cost needed to install and maintain communications towers and provided flexibility for our city," shared Overstreet. "It was important for our department to get buy-in from our city and community. The ability of our customers to have access to hands-on, timely data about their water usage through the EyeOnWater customer portal was a tremendous asset."

BEACON AMA is a cloud-based software suite; therefore, water utilities like Bedford do not need to maintain servers or traditional utility-owned fixed-network infrastructure. Instead, BEACON AMA and ORION Cellular endpoints offer flexibility, the latest technology, and up-to-date, timely data without costly infrastructure. By having access to that level of regular insight, water utilities can make valuable decisions about future upgrades based on their time schedule and budget.

Rebuilding and Reshaping

Over the course of 18 months, Bedford's Public Works Department worked with Badger Meter's project management team and the installation sub-contractor, U.S. Bronco Services, Inc., to manage the intensive capital improvement project.

(continued)

(continued from front page)

"During the course of the work, Bedford not only replaced its water meters, endpoints and software, but also replaced 75 percent of its meter boxes and plumbing. The installation required close communication between all parties involved, including weekly meetings to address unforeseen circumstances and adjustments to the schedule. And, while the overall project took about four months longer than initially anticipated due to the scale of the work that was needed, the project was completed timely and efficiently, coming in nearly \$1 million under budget," said Santiago Speranza, Manager, Project Management Office at Badger Meter.

At completion, the City of Bedford deployed approximately 15,500 E-Series residential- and commercial-sized meters with ORION Cellular LTE endpoints and began using BEACON AMA to manage its entire water system.

The Benefit of Accuracy

"Almost immediately following the installation of our new E-Series Ultrasonic meters, we saw a 20 to 25 percent increase in data accuracy. Today, now four months after the completion of this momentous project, we are still reading between 99.9 to 100 percent accurate across our system. Never have we had this sustained level of accuracy," said Overstreet.

Customer service also significantly improved following the implementation of Badger Meter's BEACON AMA and EyeOnWater solutions. Both the Public Works Department's customer service team and the city's water customers are now able to see and understand their water consumption.

"We have received fewer customer complaints overall. Also, the ability to talk with customers using data that we know is accurate and reliable is vastly reducing the time we spend managing customer issues. For instance, we had a customer contact our office to dispute an increased bill. We were able to immediately show the customer their usage data and rectify the situation quickly and painlessly," shared Overstreet. "Having access to this data is also helping our team advise customers on how to better manage their water use. We specifically helped a customer find that their sprinkler was running two times longer than necessary."

Four months post-project completion, city staff are experiencing continued success using Badger Meter's BEACON AMA managed system with ORION Cellular LTE endpoints. Community outreach and education continues from city staff, who are working to provide customers with the proper tools to access and monitor their water usage. And, the transformation of Bedford's water system into a "smart water" operation has vastly improved the efficiency of water operations. The achievement—driven by a successful combination of ingenuity, technology and teamwork—has helped make Bedford a pioneer in deploying a smart water solution using the LTE cellular network.

City of Bedford, Texas

- BEACON® Advanced Metering Analytics (AMA)
- ORION® Cellular LTE endpoints
- E-Series® Ultrasonic Meters
- EyeOnWater® Smartphone and Tablet App

Results

- Transformed accuracy and reliability
 - E-Series Ultrasonic meters provide accurate and reliable data to system
 - Replacing infrastructure—meter pits, plumbing and more—increases integrity and reliability of system
- Eliminated maintenance requirements
 - Cellular endpoints eliminate need for maintaining communication infrastructure
 - Without infrastructure to maintain, the city expects its costs to decrease over time
- Improved customer service
 - Timely and accurate data reduces customer disputes
 - Customers have hands-on access to their water use via their smartphone or tablet

SMART WATER IS BADGER METER

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www.badgermeter.com

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Ovilla City Council

AGENDA ITEM REPORT

Item 10

Meeting Date: January 13, 2020

Department: Water/wastewater

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: P. Woodall, City Secretary, (I)CM

Amount: N/A

Reviewed By: ☒ Interim City Manager ☒ City Secretary ☐ City Engineer

☒ Accountant ☐ Other:

Attachments:
N/A
Agenda Item / Topic:
ITEM 10. DISCUSSION/ACTION – Consideration of any item(s) pulled from the Consent Agenda for individual consideration and action.
Discussion / Justification:
Recommendation / Staff Comments:
Staff recommends approval.
Sample Motion(s):
Discussion only.

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

To: Mayor Richard Dormier
Ovilla City Council

Subject: Police Department Monthly Activity Report

Calls For Service	December 2019	December 2019 YTD	December 2018	Dec 2018 YTD
Accident	7	70	0	46
Alarms	9	195	23	213
Arrest	6	75	6	62
Assault/Assault FV	0	11	1	15
Assists	89	977	96	762
Building / House Security Check	837	8686	682	6861
Burglary	1	3	1	2
Burglary of Motor Vehicle	1	3	2	4
Criminal Mischief	1	4	1	8
Disturbance	19	135	10	108
Neighborhood Check	1229	14290	1467	13551
Other Calls for Service	81	1090	94	750
Suspicious Person	12	81	13	83
Suspicious Vehicle	17	181	15	192
Theft	3	15	1	11
Traffic Assignment/School Enforcement	23	248	26	147
TOTAL CALLS FOR SERVICE	2335	26064	2438	22815

Volunteer and Reserve Officer Hours	13	204	14	332.5
Average Response Time (Minutes)	3.22	3.81275	4.5	4.345
Total Citations	61	755	80	1142
Total Traffic Stops *****	268	3285	276	3336
Traffic Stop Disposition Warning *****	210	2559	197	2255
Traffic Stop Disposition Citation *****	58	699	79	1081
PERCENT OF STOPS RECEIVING CITATIONS	21.6	21.3	28.6	32.4

STAFFING

Full Time Sworn	10			
Full Time Civillian	1			
Part Time Sworn	3			
Reserve Officer	1			
Total	15			

December 2019	TO	January 2020	MILEAGE	MAINTENANCE PERFORMED
Police Unit #	Begin	End	Accrued	
103	148,054	148,193	139	
105	113,345		-113345	Out of service/ now with PW
116	104,039	104,268	229	New Timing Chain belt, and fuel reserve hose
117	84,609	86,454	1845	
216	25,365	25,847	482	4 new tires
119	19,912	21,968	2056	Oil change and tire rotation
120	258	2,417	2159	
220	239	1,854	1615	

Ovilla Fire Department December Monthly Report



Fire Chief Brandon Kennedy

105 S. Cockrell Hill Road
Ovilla Texas, 75154
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 because 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 has 2 Firefighter Paramedic positions open.
- Currently the Department has 1 Firefighter Basic Positions open.
- Currently the Department has no Volunteer Firefighter Positions open.

- Current Staffing
 - 2 Chiefs
 - 4 Captains
 - 22 Firefighter Paramedics
 - 7 Firefighter EMT-Basics
 - 12 Volunteer Firefighters
 - Total Staffing of 47 out of 50 positions

- Of the Volunteers on staff,
 - 4 of them are Dual Certified, meaning they have their Fire Certs and EMT Basic
 - 2 have just their Fire Certs
 - 5 have just their EMT- 3 - Basic and 1 - Paramedic
 - 2 Volunteers do not have any Certification at this time.

Grants Report

- Have turned in four Texas Forestry Service Grants, waiting for notification of award
 - Have applied for a bunker gear grant that we are still waiting to hear if awarded
 - Have applied for a Brush Truck Chassis grant that we are still waiting to hear if awarded
 - Have applied for a Skid Unit to be placed onto Brush Truck Chassis if awarded
 - Have applied for a Brush Truck grant that we are still waiting to hear if awarded
 - SAFER Grant – Official notice was given that OFD did not receive the grant

Summary of Events for the Department

- December was a very busy month with a total of 81 calls through dispatch and several public service calls that were not dispatched. These come from a resident calling the station phone and need assistance with smoke detector batteries. We are trying to reach out to the residents to let them know we can assist them with smoke detector batteries and installation. We will not purchase them but as long as they purchase the detector and or batteries, we will be happy to assist them.
- Siren Testing complete and all working properly.
- Training with the Volunteers on their regular scheduled nights.

Summary of Staffing for the Month

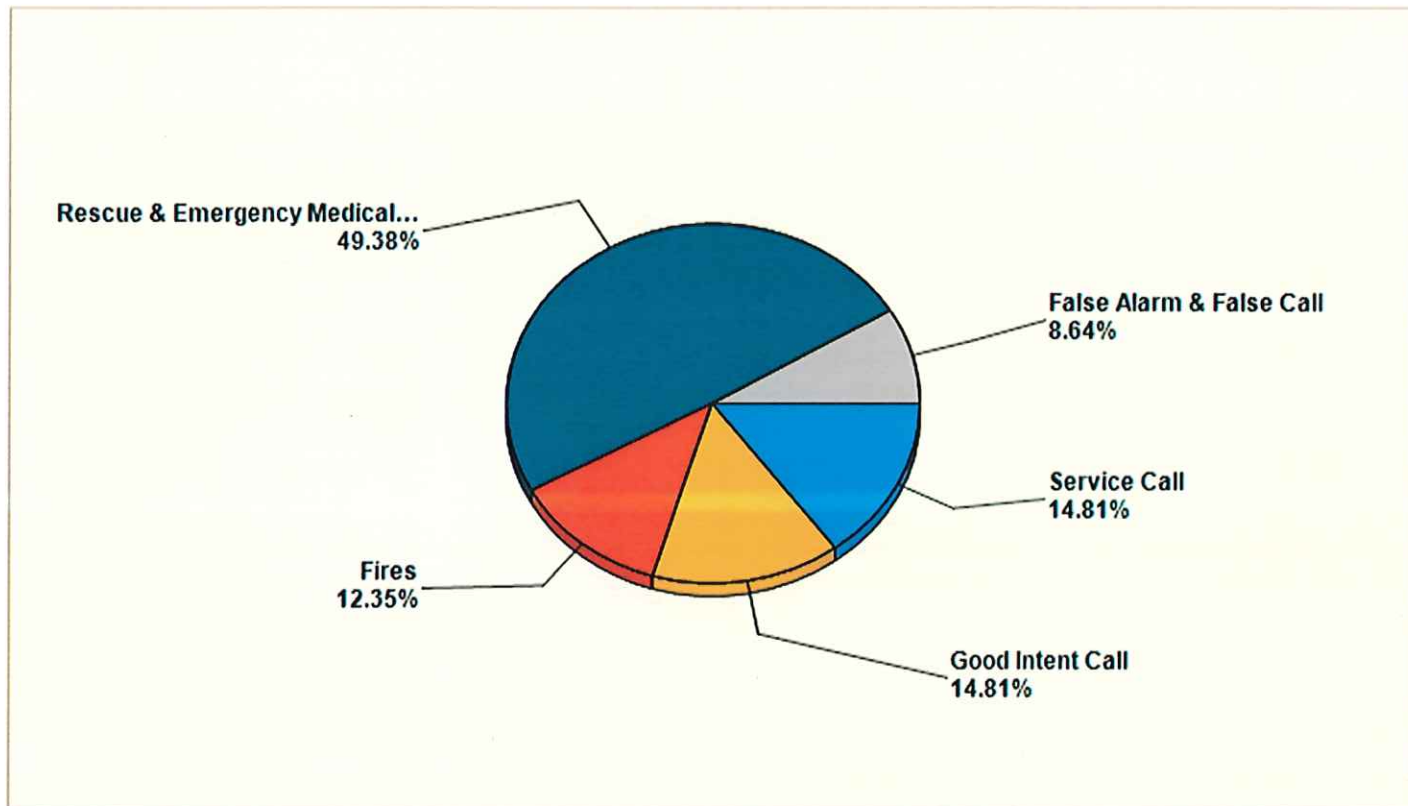
- 7 days a week we have 3 - 24-hour part time positions (0800 – 0800)
- These positions were **100%** filled this month
- 7 Days a week we have 2 – 12-hour shifts that are covered by volunteers (0800 – 2000) and (2000 – 0800)
- **9 / 9** weekend day shifts were covered by a Volunteer
- **61 / 62** Volunteer shifts were covered, and these **61** shifts we had 4 personnel on the Engine

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

- 5 Consults
- 3 Meetings
- Back-Up for Ovilla PD
- QCI reports
- 5 Inspections
- Fill in for Chief where needed while he was out

Monthly Call Summary

INCIDENT COUNT		
INCIDENT TYPE	# INCIDENTS	
EMS	40	
FIRE	41	
TOTAL	81	
MUTUAL AID		
Aid Type	Total	
Aid Given	19	
Aid Received	3	
OVERLAPPING CALLS		
# OVERLAPPING	% OVERLAPPING	
6	7.41	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	EMS	FIRE
Station 701	0:05:49	0:08:48
AVERAGE FOR ALL CALLS		0:07:02
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)		
Station	EMS	FIRE
Station 701	0:01:54	0:01:40
AVERAGE FOR ALL CALLS		0:01:49
AGENCY	AVERAGE TIME ON SCENE (MM:SS)	
Ovilla Fire Department	25:54	

Breakdown by Major Incident Type

MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	10	12.35%
Rescue & Emergency Medical Service	40	49.38%
Service Call	12	14.81%
Good Intent Call	12	14.81%
False Alarm & False Call	7	8.64%
TOTAL	81	100.00%

Average 2.5 fire per week

Average 2.61 calls per day

Average 20.25 calls per week

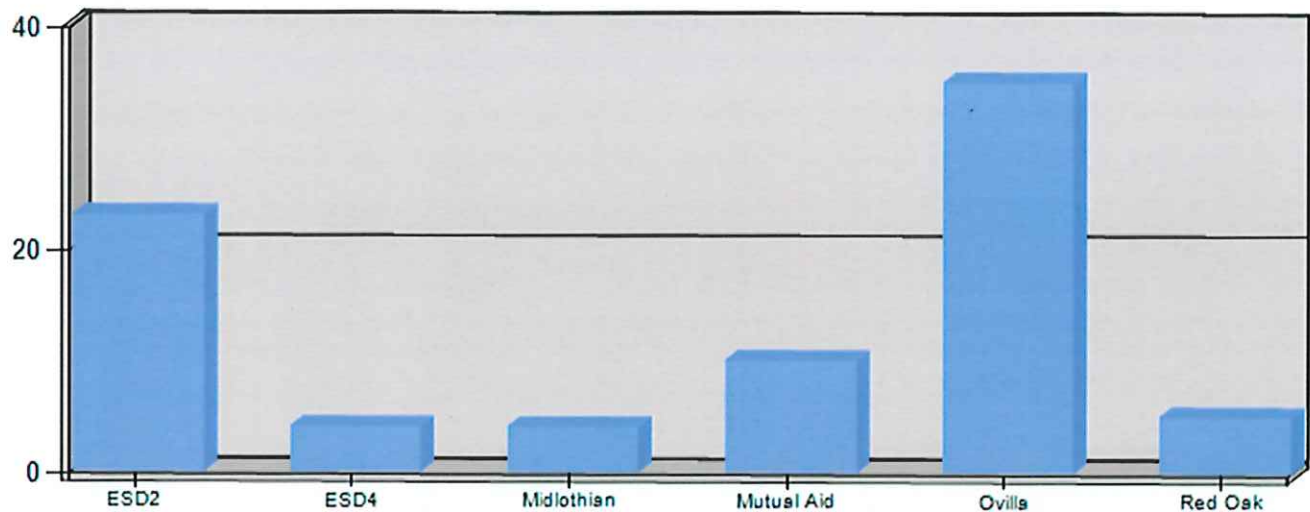
C701 Responses | **10**

C702 Responses | **7**

Number of Overlapping Calls | **6**

Total Ovilla Fire Department Runs | 81

Breakdown by Districts



ZONE	DECEMBER 2019	DECEMBER 2018
ESD2 - ESD #2	23	27
ESD4 - ESD #4	4	3
Midlothian - Midlothian City Limits	4	N/A
Mutual Aid - Mutual Aid	10	3
Ovilla - City Limits	35	29
Red Oak - Red Oak City Limits	5	7
TOTAL:	81	69

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 Average Response Times by District for the Last Two Months

DISTRICT	DECEMBER	NOVEMBER
ESD2 - ESD #2	7.52	7.34
ESD4 - ESD #4	10.69	6.96
Midlothian - Midlothian City Limits	17.33	21.79
Mutual Aid - Mutual Aid	23.73	18.39
Ovilla - City Limits	5.02	6.1
Red Oak - Red Oak City Limits	7.14	9.32
Average Response Time	7.74	6.80

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	DECEMBER	NOVEMBER
B701	0:00	1:43
C701	0:48	1:21
C702	2:53	0:59
E701	1:43	1:52
E702	3:30	0:37
R755	1:54	1:54
AVERAGE TURNOUT TIME:	1:43	1:18

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 an average turn out time of 1:30 over 90% of our calls.

Incident Count Per Apparatus

APPARATUS	# of INCIDENTS
B701	2
C701	10
C702	7
E701	64
E702	1
R755	9

This is showing how many runs were made by apparatus. AIDAU is number of runs made by an Automatic Aid Unit due to our unit being on another call.

Fleet Report

Apparatus	Beginning Mileage	Ending Mileage	Mileage for the Month	Fuel Expenses	Maintenance Expenditures
B701	58,409	58,575	166	\$ 68.39	\$ -
B702	3,997	4,018	21	\$ -	\$ -
C701	26,852	27,204	352	\$ 60.00	\$ -
C702	103,878	104,235	357	\$ 82.20	\$ -
E701	18,380	18,767	387	\$ 299.11	\$ 251.75
E702	29,343	29,642	299	\$ 219.95	\$ 2,902.28
E703	14,468	14,476	8	\$ -	\$ -
R755	19,676	19,981	305	\$ 135.17	\$ -
Station Supplies (Small Equipment Fuel, Propane, Other)				\$ -	\$ -
Totals for the Month			1,895	\$ 864.82	\$ 3,154.03

Ovilla Fire Department Annual Report for 2019



Fire Chief Brandon Kennedy

105 S. Cockrell Hill Road
Ovilla Texas, 75154
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 because 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 has 2 Firefighter Paramedic positions open.
- Currently the Department has 1 Firefighter Basic Positions open.
- Currently the Department has no Volunteer Firefighter Positions open.
- In 2019 we hired 8 Part Time Firefighters
- In 2019 we hired 10 Volunteer Firefighters

- Current Staffing
 - 2 Chiefs
 - 4 Captains
 - 22 Firefighter Paramedics
 - 7 Firefighter EMT-Basics
 - 12 Volunteer Firefighters
 - Total Staffing of 47 out of 50 positions

- Of the Volunteers on staff,
 - 4 of them are Dual Certified, meaning they have their Fire Certs and EMT Basic
 - 2 have just their Fire Certs
 - 5 have just their EMT- 3 - Basic and 1 - Paramedic
 - 2 Volunteers do not have any Certification at this time.

Grants Report

- Received Texas Forestry Service Grant for Insurance Reimbursement for \$7875.00
- Applied for a bunker gear grant that we are still waiting to hear if awarded
- Applied for a Brush Truck Chassis grant that we are still waiting to hear if awarded
- Applied for a Skid Unit to be placed onto Brush Truck Chassis if awarded
- Applied for a Brush Truck grant that we are still waiting to hear if awarded
- Applied for SAFER Grant – did not receive the grant

Year Call Summary

INCIDENT COUNT		
INCIDENT TYPE	# INCIDENTS	
EMS	478	
FIRE	463	
TOTAL	941	
MUTUAL AID		
Aid Type	Total	
Aid Given	176	
Aid Received	35	
OVERLAPPING CALLS		
# OVERLAPPING	% OVERLAPPING	
88	9.35	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	EMS	FIRE
Station 701	0:06:53	0:07:57
AVERAGE FOR ALL CALLS		0:07:18
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)		
Station	EMS	FIRE
Station 701	0:01:36	0:01:51
AVERAGE FOR ALL CALLS		0:01:42
AGENCY		AVERAGE TIME ON SCENE (MM:SS)
Ovilla Fire Department		25:43

Breakdown by Major Incident Type

Average 8.9 fire per week

Average 2.57 calls per day

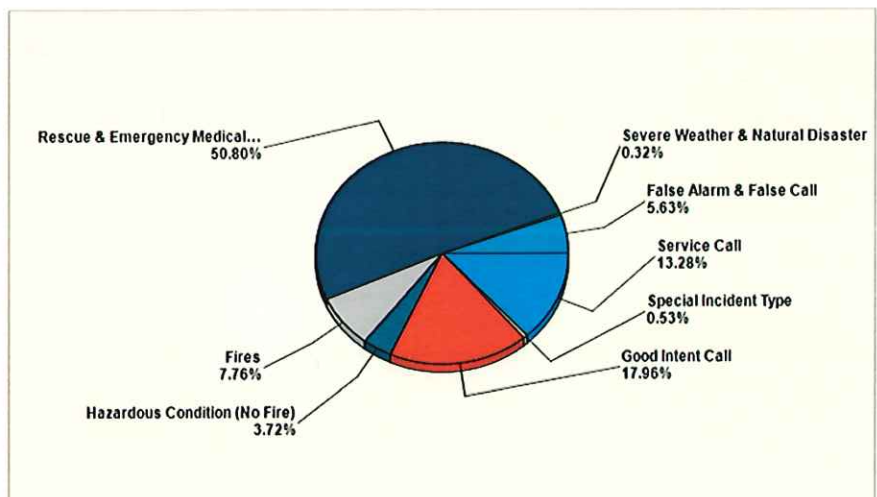
Average 18.09 calls per week

C701 Responses | 10

C702 Responses | 7

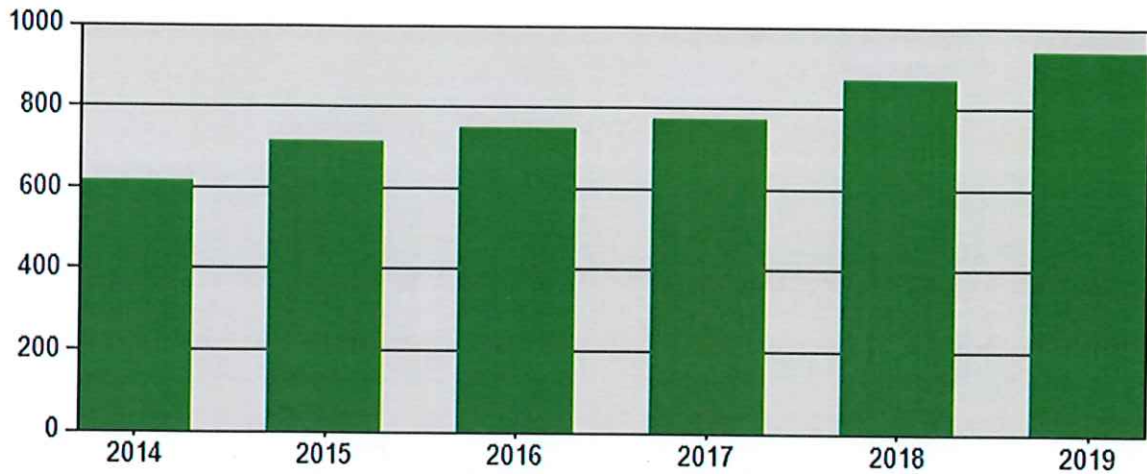
Number of Overlapping Calls | **88**

Total Ovilla Fire Department Runs | 941



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	73	7.76%
Rescue & Emergency Medical Service	478	50.80%
Hazardous Condition (No Fire)	35	3.72%
Service Call	125	13.28%
Good Intent Call	169	17.96%
False Alarm & False Call	53	5.63%
Severe Weather & Natural Disaster	3	0.32%
Special Incident Type	5	0.53%
TOTAL	941	100.00%

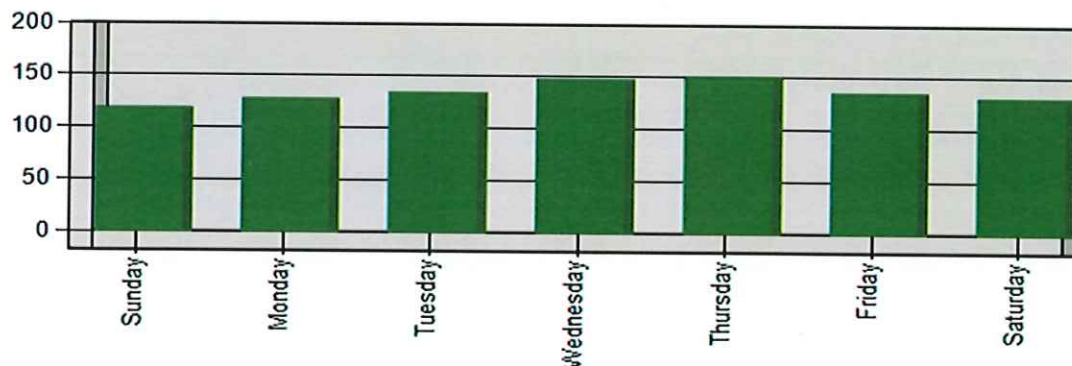
Incident Numbers by Last 6 Years



YEAR	COUNT
2014	616
2015	713
2016	745
2017	773
2018	871
2019	941

The last 6 years, our call load has steadily been increasing, which has required more out of the firefighters and the administration staff. With the new housing developments that are currently happening, and the expansion of 664, we only expect these numbers to continue to rise.

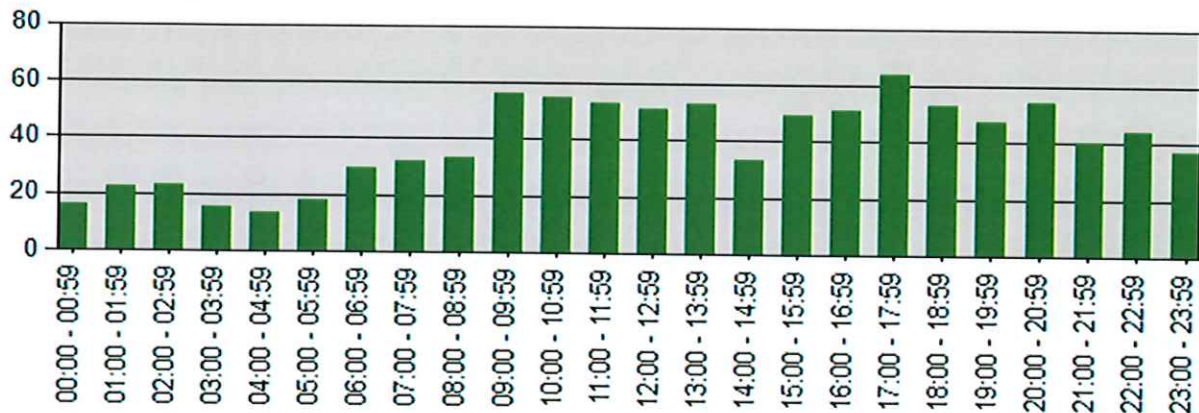
Incident Numbers by Day of the Week



DAY OF THE WEEK	# INCIDENTS
Sunday	118
Monday	127
Tuesday	134
Wednesday	147
Thursday	150
Friday	135
Saturday	130

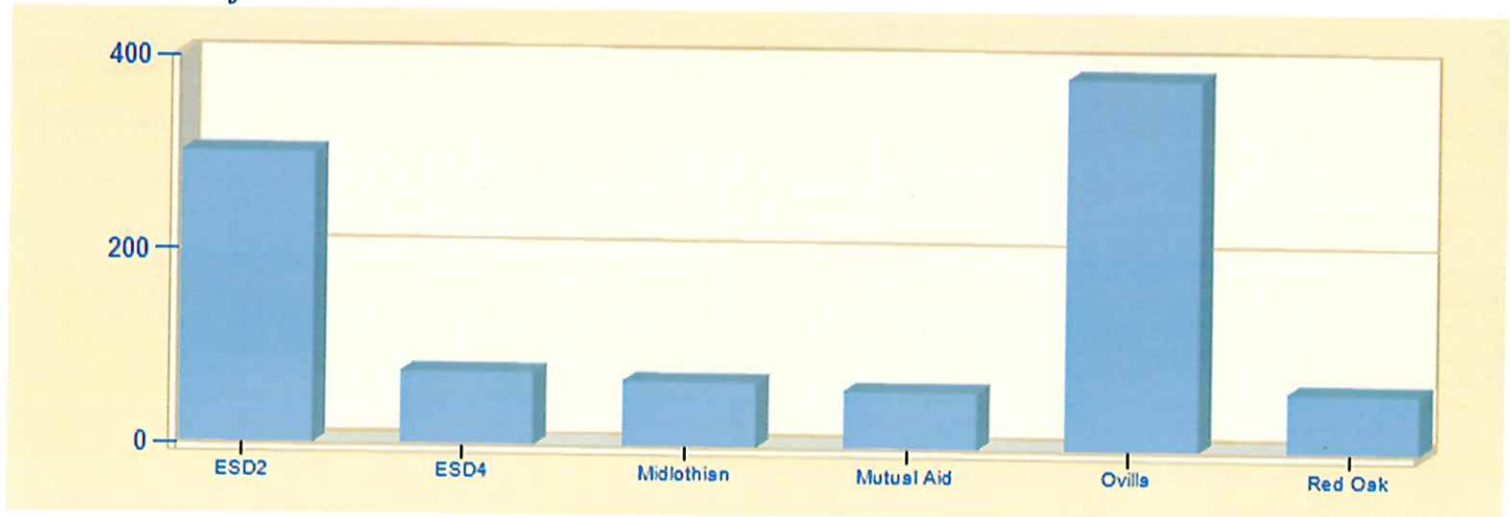
TOTAL 941

Incident Numbers by the Hour



HOUR	# of CALLS	HOUR	# of CALLS
00:00 - 00:59	16	12:00 - 12:59	51
01:00 - 01:59	22	13:00 - 13:59	53
02:00 - 02:59	23	14:00 - 14:59	33
03:00 - 03:59	15	15:00 - 15:59	49
04:00 - 04:59	13	16:00 - 16:59	51
05:00 - 05:59	18	17:00 - 17:59	64
06:00 - 06:59	29	18:00 - 18:59	53
07:00 - 07:59	32	19:00 - 19:59	47
08:00 - 08:59	33	20:00 - 20:59	54
09:00 - 09:59	56	21:00 - 21:59	40
10:00 - 10:59	55	22:00 - 22:59	44
11:00 - 11:59	53	23:00 - 23:59	37

Breakdown by Districts



INCIDENT TYPE	COUNT
ESD2 - ESD #2	
111 - Building fire	1
112 - Fires in structure other than in a building	1
113 - Cooking fire, confined to container	2
118 - Trash or rubbish fire, contained	1
140 - Natural vegetation fire, other	2
142 - Brush or brush-and-grass mixture fire	5
143 - Grass fire	2
150 - Outside rubbish fire, other	2
151 - Outside rubbish, trash or waste fire	2
160 - Special outside fire, other	1
311 - Medical assist, assist EMS crew	53
320 - Emergency medical service, other	2
321 - EMS call, excluding vehicle accident with injury	121
322 - Motor vehicle accident with injuries	11
324 - Motor vehicle accident with no injuries.	5
412 - Gas leak (natural gas or LPG)	2
440 - Electrical wiring/equipment problem, other	1
442 - Overheated motor	1
444 - Power line down	2
445 - Arcing, shorted electrical equipment	3
500 - Service Call, other	2
511 - Lock-out	2
520 - Water problem, other	2
531 - Smoke or odor removal	1
550 - Public service assistance, other	2
551 - Assist police or other governmental agency	1
552 - Police matter	2
553 - Public service	1
554 - Assist invalid	14
600 - Good intent call, other	1
611 - Dispatched & cancelled en route	16
622 - No incident found on arrival at dispatch address	4
631 - Authorized controlled burning	2
651 - Smoke scare, odor of smoke	7
700 - False alarm or false call, other	7
715 - Local alarm system, malicious false alarm	1
733 - Smoke detector activation due to malfunction	1
735 - Alarm system sounded due to malfunction	1
736 - CO detector activation due to malfunction	1
740 - Unintentional transmission of alarm, other	2
743 - Smoke detector activation, no fire - unintentional	3
744 - Detector activation, no fire - unintentional	3
745 - Alarm system activation, no fire - unintentional	2
814 - Lightning strike (no fire)	1
911 - Citizen complaint	1
<i>Total Incidents for ESD2 - ESD #2:</i>	<i>300</i>

ESD4 - ESD #4

111 - Building fire	1
123 - Fire in portable building, fixed location	1
311 - Medical assist, assist EMS crew	10
321 - EMS call, excluding vehicle accident with injury	32
324 - Motor vehicle accident with no injuries.	1
424 - Carbon monoxide incident	2
444 - Power line down	2
551 - Assist police or other governmental agency	1
553 - Public service	3
554 - Assist invalid	5
600 - Good intent call, other	1
611 - Dispatched & cancelled en route	6
631 - Authorized controlled burning	1
651 - Smoke scare, odor of smoke	2
652 - Steam, vapor, fog or dust thought to be smoke	1
700 - False alarm or false call, other	3
744 - Detector activation, no fire - unintentional	2
<i>Total Incidents for ESD4 - ESD #4:</i>	74

Midlothian - Midlothian City Limits

111 - Building fire	11
112 - Fires in structure other than in a building	1
121 - Fire in mobile home used as fixed residence	2
163 - Outside gas or vapor combustion explosion	1
311 - Medical assist, assist EMS crew	1
352 - Extrication of victim(s) from vehicle	1
412 - Gas leak (natural gas or LPG)	1
571 - Cover assignment, standby, moveup	1
611 - Dispatched & cancelled en route	45
700 - False alarm or false call, other	1
814 - Lightning strike (no fire)	1
<i>Total Incidents for Midlothian - Midlothian City Limits:</i>	66

Mutual Aid - Mutual Aid

111 - Building fire	11
153 - Construction or demolition landfill fire	1
311 - Medical assist, assist EMS crew	1
321 - EMS call, excluding vehicle accident with injury	1
444 - Power line down	1
500 - Service Call, other	1
550 - Public service assistance, other	2
551 - Assist police or other governmental agency	14
553 - Public service	1
571 - Cover assignment, standby, moveup	2
611 - Dispatched & cancelled en route	21
621 - Wrong location	1
900 - Special type of incident, other	1
<i>Total Incidents for Mutual Aid - Mutual Aid:</i>	58

Ovilla - City Limits

100 - Fire, other	1
113 - Cooking fire, confined to container	1
118 - Trash or rubbish fire, contained	2
131 - Passenger vehicle fire	1
142 - Brush or brush-and-grass mixture fire	2
143 - Grass fire	3
151 - Outside rubbish, trash or waste fire	2
311 - Medical assist, assist EMS crew	14
320 - Emergency medical service, other	1
321 - EMS call, excluding vehicle accident with injury	201
322 - Motor vehicle accident with injuries	17
324 - Motor vehicle accident with no injuries.	3
440 - Electrical wiring/equipment problem, other	2
444 - Power line down	14
445 - Arcing, shorted electrical equipment	4
500 - Service Call, other	3
511 - Lock-out	7
550 - Public service assistance, other	3
551 - Assist police or other governmental agency	4
553 - Public service	15
554 - Assist invalid	32
561 - Unauthorized burning	2
600 - Good intent call, other	1
611 - Dispatched & cancelled en route	10
622 - No incident found on arrival at dispatch address	2
631 - Authorized controlled burning	3
651 - Smoke scare, odor of smoke	4
652 - Steam, vapor, fog or dust thought to be smoke	1
653 - Smoke from barbecue, tar kettle	1
700 - False alarm or false call, other	7
711 - Municipal alarm system, malicious false alarm	1
713 - Telephone, malicious false alarm	1
730 - System malfunction, other	1
733 - Smoke detector activation due to malfunction	2
735 - Alarm system sounded due to malfunction	1
736 - CO detector activation due to malfunction	1
740 - Unintentional transmission of alarm, other	2
743 - Smoke detector activation, no fire - unintentional	3
745 - Alarm system activation, no fire - unintentional	5
900 - Special type of incident, other	1
911 - Citizen complaint	2
Total Incidents for Ovilla - City Limits:	383

Red Oak - Red Oak City Limits

111 - Building fire	13
321 - EMS call, excluding vehicle accident with injury	2
322 - Motor vehicle accident with injuries	1
551 - Assist police or other governmental agency	1
571 - Cover assignment, standby, moveup	1

611 - Dispatched & cancelled en route	39
700 - False alarm or false call, other	1
745 - Alarm system activation, no fire - unintentional	1
814 - Lightning strike (no fire)	1
Total Incidents for Red Oak - Red Oak City Limits:	60

Total Count for all Zone:	941
----------------------------------	------------

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 Average Response Times by District for the Last Year

Zone Title	AVERAGE RESPONSE TIME in minutes (Dispatch to Arrive)
Mutual Aid - Mutual Aid	17.24
Midlothian - Midlothian City Limits	11.33
Red Oak - Red Oak City Limits	9.49
ESD4 - ESD #4	8.27
ESD2 - ESD #2	7.9
Ovilla - City Limits	5.75
Average Response Time	7.31

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 for the Last Year

APPARATUS	TURNOUT TIME (min) (Dispatch to Enroute)
AIDAU	0:53
B701	1:18
C701	1:15
C702	1:24
E701	1:43
E702	1:23
R755	1:48
STA 1	1:16
AVERAGE TURNOUT TIME:	1:23

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 an average turn out time of 1:30 over 90% of our calls.

Incident Count Per Apparatus for Last Calendar Year

APPARATUS	# of INCIDENTS
AIDAU	54
B701	32
C701	187
C702	142
E701	738
E702	10
R755	40

This is showing how many runs were made by apparatus. AIDAU is number of runs made by an Automatic Aid Unit due to our unit being on another call.

Fleet Report for 2019

Apparatus	Beginning Mileage	Ending Mileage	Mileage for the Month	Fuel Expenses
B701	57,245	58,575	1,330	\$ 686.41
B702	3,844	4,018	174	\$ 222.35
C701	20,793	27,204	6,411	\$ 1,190.63
C702	97,852	104,235	6,383	\$ 1,400.64
E701	12,242	18,767	6,525	\$ 5,474.95
E702	27,842	29,642	1,800	\$ 1,168.40
E703	14,271	14,476	205	\$ 156.88
R755	18,500	19,981	1,481	\$ 1,290.08
Station Supplies (Small Equipment Fuel, Propane, Other)				\$ -
Totals for the Month			24,309	\$ 11,590.34



Date: January 9, 2019

TO: Interim City Manager Pam Woodall, Honorable Mayor and City Council Members

FROM: Daniel Durham –PW Superintendent

TOPIC: Public Works Monthly Report for December 2019

STAFFING: 7 FTE positions approved; 6 FTE position filled

WORK ORDERS

- 30 total Work Orders completed for the month of December 2019

GovPilot Reporting

Balances

	New	Completed	Remaining
Water/WW	22	22	3
Street/Parks	9	8	18
Total	31	30	21

WATER

- Gallons purchased from DWU 10.462.00 MG, Retail Billed 8.043.00 MG, Retail Unbilled 28.6k, Builder metered 0.0k, Maintenance flushing 82.0k,
- Daily water sampling and pump station site check. (State Requirement)
- Daily monitoring of CL2 & NH3 feed rate and ratio of 5/1 check. (State Requirement)
- NAP Nitrification Action Plan performed daily @ 5 distribution locations. (State Requirement)
- Flushed NAP Nitrification Action Plan sample site areas if need to stay within baseline levels. (State Requirement)
- monthly TCEQ BACTI water samples collected and sent to lab. (State Requirement)
- Performed calibration checks on chlorine meter & HACH SL1000 meter (State Requirement)
- Flushed dead end mains & Flushed for system residuals of .50MG/L or lower. (State Requirement)
- Read monthly water meters.
- Completed monthly meter reread list.
- Performed monthly water meter cutoff list.
- Completed monthly repairs list for replacing meter lids and boxes.
- **No water leaks to report for the month of December 2019.**



SEWER

- Daily site checks and maintenance at Highland Meadows Lift Station. (State Requirement)
- Daily site checks and maintenance at Cumberland Lift station. (State Requirement)
- Daily site checks and maintenance Heritage lift station. (State Requirement)
- Cleaned all lift stations and wet wells.
- **No repairs needed to pump's or station's this month.**

STREETS/DRAINAGE

- Street maintenance to potholes on Johnson Ln, Red Oak Creek. Rd, Brookwood, Cardinal, Meadowlark.
- Trimmed trees from right of ways and roadways as needed.
- Mowed right of ways and ditches.
- Responded after hours to fallen limb in the 3400blk of Ovilla. Rd. (state will be contact concerning this tree removal due to potential danger of moving traffic)

PARKS

- **Christmas in the park (2019)**
- Parks employees prepared Heritage Park for annual Christmas In The Park Event.
- Cleared brush out of fence line at Silver Spur Park and trimmed trees.
- Trimmed trees up at Ashburne Glen Park.
- Mowing and grounds keeping of Cindy Jones Park, Heritage Park, Silver Spur Park & Ashburne Glen Park.
- Mowing and grounds keeping of City Hall and all city owned property.
- Monthly park inspections performed.
- Maintained city marquee.

Buildings

- Employees put up Christmas lights on City Hall & Police Dept
- Made repairs to leaking hot water heater in City Hall break room.



Vehicle & Equipment Usage Report

December, 2019

Item #	Veh. #	Description	Mileage				Hours		
			Begin	End	Accrued		Begin	End	Accrued
1		2017 F250 4x4	15,594	16,016	422				
2		2015 2500 HD Silverado	44,396	44,941	545				
3		2011 3500HD Silverado	57,011	57,200	189				
4		2008 2500HD Silverado	85,942	86,358	416				
5		2019 f250 Animal Control	8,571	9,218	647				
6		2008 1500 Silverado	116,780	117,409	629				
7		2001 C6500 Dump Truck	19,018	19,037	19				
8		1999 International Patch Trk	312,128	312,128	0				
9		1998 Ford Dump Truck	55,249	55,249	0				
10		New Holland Skid LS60				1304.3	1304.8	.5	
11		1999 Kubota Tractor				995.4	996.2	.8	
12		1992 Ford Tractor				1090.0	1090.4	.4	
13		310K John Deere Backhoe				2057.2	2080.0	22.2	
14		Ingersoll Mobil Air Compress				1326.1	1326.1	.0	
15		Jet Machine				504.2	504.7	.5	
16		Vac Machine 2017				119	121.2	2.2	
17		Boomag 900-50 packer				193.9	195.0	1.1	
18		2016 Exmark				316.4	316.4	.0	
19		2013 Exmark				468.3	470.7	2.4	
20		2004 Exmark				1056.7	1066.6	9.9	
21		JCB Backhoe				78.2	79.6	1.4	
22		Kubota Mini Excavator				0	6.6	6.6	
23		Crafco Crack Sealer				45.5	45.5	45.5	
Total =			2,867			Total = 93.5			



DATE: JANUARY 13, 2020

TO: Honorable Mayor and Council Members

FROM:
Linda Harding, Accountant

SUBJECT: Financials for November 2019

City of Ovilla
Financial Statement
As of November 30, 2019

100 - General Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Taxes	396,622.77	425,706.06	2,557,930.00	16.64%	2,132,223.94
Licenses-Permits-Fees	9,805.78	19,930.78	108,460.00	18.38%	88,529.22
Services	(20,310.31)	(7,922.41)	900,496.00	(0.88%)	908,418.41
Fines & Forfeitures	7,201.30	14,055.47	227,800.00	6.17%	213,744.53
Other Revenue	7,277.39	19,131.19	137,215.00	13.94%	118,083.81
Transfers	0.00	0.00	1,025,158.00	0.00%	1,025,158.00
Revenue Totals	<u>400,596.93</u>	<u>470,901.09</u>	<u>4,957,059.00</u>	<u>9.50%</u>	<u>4,486,157.91</u>
Expense Summary					
Employee Benefits	22,178.52	53,056.24	417,134.00	12.72%	364,077.76
Special Expenses	110.00	1,439.77	34,800.00	4.14%	33,360.23
Other Expense	6,506.11	8,514.19	63,622.00	13.38%	55,107.81
Personnel	176,719.37	298,213.81	1,646,427.00	18.11%	1,348,213.19
Special Services	6,059.75	9,707.25	80,937.00	11.99%	71,229.75
Contractual Services	8,393.08	68,671.00	395,774.00	17.35%	327,103.00
Operating Services	5,660.00	15,081.88	116,347.00	12.96%	101,265.12
Supplies	4,533.60	9,771.83	103,800.00	9.41%	94,028.17
Professional Development	1,645.68	5,408.80	31,125.00	17.38%	25,716.20
Software & Computer Equipment	6,100.32	33,042.72	81,341.00	40.62%	48,298.28
Printing Expense	1,065.26	3,645.26	20,784.00	17.54%	17,138.74
Utilities	26,130.93	29,571.92	358,684.00	8.24%	329,112.08
Repairs - Bldg & Machinery	1,450.10	6,770.82	148,850.00	4.55%	142,079.18
Insurance	0.00	8,840.22	39,866.00	22.17%	31,025.78
Minor Capital Outlay	6,363.80	11,156.33	281,568.00	3.96%	270,411.67
Reserve	0.00	0.00	195,000.00	0.00%	195,000.00
Vehicle Expenses	3,540.64	6,875.95	46,000.00	14.95%	39,124.05
Capital Outlay	113,018.99	113,464.90	892,000.00	12.72%	778,535.10
Not Categorized	3,763.58	7,583.27	0.00	0.00%	(7,583.27)
Rentals	0.00	222.44	3,000.00	7.41%	2,777.56
Expense Totals	<u>393,239.73</u>	<u>691,038.60</u>	<u>4,957,059.00</u>	<u>13.94%</u>	<u>4,266,020.40</u>

City of Ovilla
Financial Statement
As of November 30, 2019

110 - LEOSE	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Transfers	0.00	0.00	1,200.00	0.00%	1,200.00
Revenue Totals	0.00	0.00	1,200.00	0.00%	1,200.00
Expense Summary					
Professional Development	0.00	0.00	1,200.00	0.00%	1,200.00
Expense Totals	0.00	0.00	1,200.00	0.00%	1,200.00

City of Ovilla
Financial Statement
As of November 30, 2019

120 - Street Improvement Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Taxes	5,200.00	10,852.94	54,320.00	15.41%	43,467.06
Other Revenue	0.00	0.00	100.00	0.00%	100.00
Revenue Totals	5,200.00	10,852.94	54,420.00	15.39%	43,567.06
Expense Summary					
Capital Outlay	0.00	0.00	46,000.00	0.00%	46,000.00
Reserve	0.00	0.00	8,420.00	0.00%	8,420.00
Expense Totals	0.00	0.00	54,420.00	0.00%	54,420.00

City of Ovilla
Financial Statement
As of November 30, 2019

130 - Court Technology	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Fines & Forfeitures	191.02	335.72	4,900.00	6.85%	4,564.28
Revenue Totals	191.02	335.72	4,900.00	6.85%	4,564.28
Expense Summary					
Software & Computer Equipment	0.00	0.00	4,500.00	0.00%	4,500.00
Reserve	0.00	0.00	400.00	0.00%	400.00
Expense Totals	0.00	0.00	4,900.00	0.00%	4,900.00

City of Ovilla
Financial Statement
As of November 30, 2019

140 - Court Security	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Fines & Forfeitures	143.28	251.82	3,600.00	7.00%	3,348.18
Revenue Totals	143.28	251.82	3,600.00	7.00%	3,348.18
Expense Summary					
Other Expense	0.00	0.00	1,200.00	0.00%	1,200.00
Reserve	0.00	0.00	2,400.00	0.00%	2,400.00
Expense Totals	0.00	0.00	3,600.00	0.00%	3,600.00

City of Ovilla
Financial Statement
As of November 30, 2019

150 - Equipment Replacement Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Transfers	0.00	0.00	30,000.00	0.00%	30,000.00
Revenue Totals	0.00	0.00	30,000.00	0.00%	30,000.00
Expense Summary					
Capital Outlay	0.00	0.00	30,000.00	0.00%	30,000.00
Expense Totals	0.00	0.00	30,000.00	0.00%	30,000.00

City of Ovilla
Financial Statement
As of November 30, 2019

200 - Water And Utilities Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Services	158,892.76	358,717.08	1,263,564.00	28.39%	904,846.92
Other Revenue	0.00	0.00	72,900.00	0.00%	72,900.00
Transfers	2,500.00	6,250.00	380,928.00	1.64%	374,678.00
Revenue Totals	<u>161,392.76</u>	<u>364,967.08</u>	<u>1,717,392.00</u>	<u>21.25%</u>	<u>1,352,424.92</u>
Expense Summary					
Reserve	0.00	0.00	141,243.00	0.00%	141,243.00
Personnel	19,250.13	39,735.53	353,025.00	11.26%	313,289.47
Employee Benefits	1,956.88	7,986.94	91,558.00	8.72%	83,571.06
Special Services	4,992.63	4,992.63	49,050.00	10.18%	44,057.37
Contractual Services	0.00	0.00	20,820.00	0.00%	20,820.00
Operating Services	3,160.15	3,380.35	9,200.00	36.74%	5,819.65
Supplies	385.00	857.10	5,050.00	16.97%	4,192.90
Professional Development	235.00	235.00	2,450.00	9.59%	2,215.00
Software & Computer Equipment	0.00	100.00	17,125.00	0.58%	17,025.00
Printing Expense	0.00	0.00	5,950.00	0.00%	5,950.00
Utilities	16,173.15	18,414.11	712,038.00	2.59%	693,623.89
Other Expense	500.00	1,081.00	9,325.00	11.59%	8,244.00
Rentals	0.00	0.00	1,500.00	0.00%	1,500.00
Vehicle Expenses	513.10	930.31	9,200.00	10.11%	8,269.69
Repairs - Bldg & Machinery	3,583.31	6,622.12	43,100.00	15.36%	36,477.88
Insurance	0.00	2,352.00	8,058.00	29.19%	5,706.00
Minor Capital Outlay	119.00	159.18	17,000.00	0.94%	16,840.82
Capital Outlay	24.88	27.02	221,700.00	0.01%	221,672.98
Expense Totals	<u>50,893.23</u>	<u>86,873.29</u>	<u>1,717,392.00</u>	<u>5.06%</u>	<u>1,630,518.71</u>

City of Ovilla
Financial Statement
As of November 30, 2019

250 - WWW Infrastructure Improvements	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Services	5,636.86	11,037.57	69,538.00	15.87%	58,500.43
Revenue Totals	5,636.86	11,037.57	69,538.00	15.87%	58,500.43
Expense Summary					
Reserve	0.00	0.00	69,538.00	0.00%	69,538.00
Expense Totals	0.00	0.00	69,538.00	0.00%	69,538.00

City of Ovilla
Financial Statement
As of November 30, 2019

300 - Capital Projects Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Other Revenue	0.00	0.00	270.00	0.00%	270.00
Revenue Totals	0.00	0.00	270.00	0.00%	270.00
Expense Summary					
Reserve	0.00	0.00	270.00	0.00%	270.00
Expense Totals	0.00	0.00	270.00	0.00%	270.00

City of Ovilla
Financial Statement
As of November 30, 2019

400 - Debt Service Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Taxes	63,865.47	64,220.28	468,990.00	13.69%	404,769.72
Other Revenue	0.00	0.00	550.00	0.00%	550.00
Transfers	0.00	0.00	108,460.00	0.00%	108,460.00
Revenue Totals	<u>63,865.47</u>	<u>64,220.28</u>	<u>578,000.00</u>	<u>11.11%</u>	<u>513,779.72</u>
Expense Summary					
Long Term Debt	<u>0.00</u>	<u>0.00</u>	<u>578,000.00</u>	<u>0.00%</u>	<u>578,000.00</u>
Expense Totals	<u>0.00</u>	<u>0.00</u>	<u>578,000.00</u>	<u>0.00%</u>	<u>578,000.00</u>

City of Ovilla
Financial Statement
As of November 30, 2019

500 - Municipal Development District Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Taxes	5,822.77	11,657.32	53,025.00	21.98%	41,367.68
Other Revenue	0.00	0.00	600.00	0.00%	600.00
Transfers	0.00	0.00	247,475.00	0.00%	247,475.00
Revenue Totals	<u>5,822.77</u>	<u>11,657.32</u>	<u>301,100.00</u>	<u>3.87%</u>	<u>289,442.68</u>
Expense Summary					
Special Services	0.00	0.00	1,600.00	0.00%	1,600.00
Supplies	0.00	0.00	100.00	0.00%	100.00
Insurance	0.00	0.00	272.00	0.00%	272.00
Reserve	0.00	0.00	49,128.00	0.00%	49,128.00
Capital Outlay	0.00	0.00	250,000.00	0.00%	250,000.00
Expense Totals	<u>0.00</u>	<u>0.00</u>	<u>301,100.00</u>	<u>0.00%</u>	<u>301,100.00</u>

City of Ovilla
Financial Statement
As of November 30, 2019

600 - 4B Economic Development Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Taxes	19,400.00	19,400.00	116,600.00	17.00%	97,200.00
Other Revenue	0.00	0.00	1,600.00	0.00%	1,600.00
Transfers	0.00	0.00	264,300.00	0.00%	264,300.00
Revenue Totals	<u>19,400.00</u>	<u>19,400.00</u>	<u>382,500.00</u>	<u>17.00%</u>	<u>363,100.00</u>
Expense Summary					
Other Expense	0.00	0.00	37,900.00	0.00%	37,900.00
Reserve	0.00	0.00	9,500.00	0.00%	9,500.00
Special Services	0.00	0.00	5,300.00	0.00%	5,300.00
Supplies	0.00	0.00	200.00	0.00%	200.00
Professional Development	641.25	906.25	5,000.00	18.13%	4,093.75
Printing Expense	0.00	0.00	300.00	0.00%	300.00
Insurance	0.00	0.00	300.00	0.00%	300.00
Capital Outlay	0.00	0.00	324,000.00	0.00%	324,000.00
Expense Totals	<u>641.25</u>	<u>906.25</u>	<u>382,500.00</u>	<u>0.24%</u>	<u>381,593.75</u>

City of Ovilla
Financial Statement
As of November 30, 2019

700 - Park Impact Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Services	669.04	1,672.60	8,613.00	19.42%	6,940.40
Other Revenue	0.00	0.00	38,505.00	0.00%	38,505.00
Revenue Totals	669.04	1,672.60	47,118.00	3.55%	45,445.40
Expense Summary					
Reserve	0.00	0.00	6,618.00	0.00%	6,618.00
Minor Capital Outlay	0.00	0.00	500.00	0.00%	500.00
Capital Outlay	0.00	0.00	40,000.00	0.00%	40,000.00
Expense Totals	0.00	0.00	47,118.00	0.00%	47,118.00

City of Ovilla
Financial Statement
As of November 30, 2019

800 - Water And Utilities Impact Fee Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Services	4,380.44	10,951.10	54,756.00	20.00%	43,804.90
Revenue Totals	4,380.44	10,951.10	54,756.00	20.00%	43,804.90
Expense Summary					
Reserve	0.00	0.00	54,756.00	0.00%	54,756.00
Expense Totals	0.00	0.00	54,756.00	0.00%	54,756.00

City of Ovilla
Financial Statement
As of November 30, 2019

930 - Police Department Special Fund	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary				
Other Revenue	1,020.00	0.00	0.00%	(1,020.00)
Revenue Totals	1,020.00	0.00	0.00%	(1,020.00)



DATE: JANUARY 13, 2020

TO: Honorable Mayor and Council Members

FROM:
Linda Harding, Accountant

SUBJECT: Transactions over \$5,000 for November 2019

City of Ovilla
Payment Listing Report
11/1/2019 to 11/30/2019

Check #	Check Date	Payment Type	Vendor	Invoice Description	Payment Amount
draft	11/14/2019	BankDraftECheck	Internal Revenue Service	Biweekly Payroll 11/15/2019	9,122.15
draft	11/25/2019	BankDraftECheck	Internal Revenue Service	Biweekly Payroll 11/29/2019	8,957.16
049708	11/11/2019	Check	Citi Cards	STATEMENT	6,823.42
049724	11/11/2019	Check	Sam Houston State University	CRIMES SOFTWARE MAINT AND SUPPORT	15,000.00
049725	11/11/2019	Check	T. M. R. S.	Biweekly Payroll 10/18/2019	8,488.78
049725	11/11/2019	Check	T. M. R. S.	Unscheduled 10/4/2019	582.57
049725	11/11/2019	Check	T. M. R. S.	Biweekly Payroll 10/4/2019	8,623.89
049757	11/22/2019	Check CM	Citibank	STATEMENT	180.87
049757	11/22/2019	Check	Citibank	STATEMENT	7,668.52
049774	11/27/2019	Check	City of Dallas	WATER	13,997.64
049787	11/27/2019	Check	Gexa Energy LP	29215227 4	1,694.40
049787	11/27/2019	Check	Gexa Energy LP	91893 2	4,571.93
Total					85,711.33

Name	Previous Balance	NEW BALANCE	As Of
Debt Fund	42,239.04	163,932.66	1/9/2020
General Fund Reserve	57,306.61	57,306.61	1/9/2020
GF Reserve CD	253,162.74	253,162.74	1/9/2020
Water Impact	51,029.06	51,029.06	1/9/2020
4B EDC	535,401.71	546,911.58	1/9/2020
Fire Dept. Auxil.	6,410.00	6,410.00	1/9/2020
Water Money Market	191,901.86	191,901.86	1/9/2020
MDD Fund	355,691.24	361,987.47	1/9/2020
Water Credit Card	140.89	140.89	1/9/2020
GF Reserves Money Mkt.	130,258.51	130,258.51	1/9/2020
GF Money Market	234,945.00	236,392.13	1/9/2020
Park Fund Money Mkt.	82,062.08	82,062.08	1/9/2020
Capital Projects Money Mkt.	132,561.24	132,561.24	1/9/2020
W&S Impact-Sewer	117,894.55	117,894.55	1/9/2020
employee benefit trust	133.17	133.17	1/9/2020
GF Operating	942,223.43	2,376,297.49	1/9/2020
W&S Fund Operating	1,001,530.00	1,320,534.97	1/9/2020
Police Special Fund	215.51	215.51	1/9/2020
SUB TOTAL	4,135,106.64	6,029,132.52	
TexPool - CAPITAL PROJECT	314.94	315.00	1/9/2020
TexStar - GENERAL FUND	3,899.51	3,900.00	1/9/2020
TexStar - GENERAL FUND	972.45	972.45	1/9/2020
TexStar - W&S IMPACT	3,299.64	3,299.64	1/9/2020
TexStar - CAPITAL PROJECT	1,461.09	1,461.09	1/9/2020
TexStar - W&S FUND	1,198.00	1,198.00	1/9/2020
Bryson Manor - GENERAL FUND	301,510.97	301,767.05	1/9/2020
Lease	1.79	1.79	1/9/2020
TOTAL BANK BALANCES	4,447,765.03	6,342,047.54	

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

To: Mayor Richard Dormier
 Ovilla City Council
 City Manager Pam Woodall

Subject: **Code Enforcement Monthly Report**

	Dec. 2019	Dec.2019 YTD	Dec .2018	
Calls For Service				
Complaint (Nuis 21 Permit 6,Parking 11)	38	593	41	
Follow up (Nuis 21 Permit 6 Park 11)	38	628	45	
Door Notice (Nui - 15, Permit1, Parking 7)	23	302	30	
Mail Notice (Parking 4 nuisance 2 perm 5)	11	137	14	
Posted Property (nuisance 2)	2	100	3	
Court 1 permit,	\$110	\$667	\$0.00	
Citizen Contacts	58	22	32	
Permits Reviewed	18	246	17	
Permits Issued	16	212	14	
Inspections	28	381	18	
Nuisance Abated by City	1	22	1	
Nuisance Signs (Garage sale-14 business 35)	49	94	45	
Board of Adjustment	0	12	0	

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

To: Mayor Richard Dormier
Ovilla City Council
City Manager Ms.Pam Woodall

Subject: **Animal Control Monthly Report**

	DEC.2019	Dec.2019 YTD	Dec.2018	
Calls For Service				
Complaint (Regist-16 At Large 15 Bark 0)	31	381	51	
Follow up	35	424	36	
Door Notice (Regis-23, at large 5)	38	264	28	
Impounded Animal (Dog 5) 4 Surrender	5	84	6	
Animal welfare check	23	163	17	
Impound Results (Transport 5)	5	118	6	
Impound fee collected	\$0.00	\$1,585.00	220	
Court	\$0.00	\$0.00	0	
Citizen Contacts	31	385	57	
Animal registration \$72	6	156	8	
Registration Letter Mailed	19	242	18	
Nuisance letter -1 barking 1 At large	2	29	3	
Animals released 1 Opossum	1	47	5	
Deceased removed	33	287	24	
Oak Leaf -2 call (2 dog)	2	22	1	
Traps Checked Out	4	54	4	

Ovilla Municipal Court Report

FY-2019-2020	Total Traffic Cases Filed	City Ordinance Filed	Total Revenue	Amount Kept by City	Amount sent to State	Warrants Issued	Warrants Cleared	Uncontested Disposition	Defensive Driving	Deferred Disposition	Compliance Dismissals	Trial
October	46	0	\$10,187.47	\$7,350.53	\$2,836.94	22	7	19	8	14	0	1
November	56	0	\$12,295.30	\$8,316.10	\$3,979.20	44	14	27	5	7	1	0
December	70	1	\$10,798.30	\$6,929.79	\$3,868.51	21	17	22	8	3	1	0
January												
February												
March												
April												
May												
June												
July												
August												
September												
Totals	172	1	\$33,281.07	\$22,596.42	\$10,684.65	87	38	68	21	24	2	1

2018-2019 FY

December	88	6	\$17,303.50	\$10,482.81	\$6,820.69	18
FY Totals	263	6	\$48,281.57	\$30,282.10	\$17,999.47	74

Staffing

Full Time Court Clerk	1
Full Time Deputy Court Clerk	1
Judge	1
Prosecutor	1