

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, February 10, 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, February 10, 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

- Phillip Lynch Proclamation

- 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. Resolution R2020-03 authorizing continued participation with the ATMOS Cities Steering Committee; and authorizing the payment of five cents per capita to the ATMOS Cities Steering Committee to fund regulatory and related activities related to ATMOS Energy Corporation.
2. Revised contract agreement with Texas Department of Public Safety regarding Chapter 706 of the Transportation Code and approving Ordinance 2020-03, vendor fees updates.
3. VETO - Resolution R2020-01-NCTCOG Freeway Incident Management participation.
4. Notice of Intent to Participate in Ellis County Hazard Mitigation Plan.
5. First Responders Grant Writing Contract.
6. Committed Fund Balance ended 2019.12.31.
7. Minutes of the January 13, 2020 Regular Council Meeting.

IV. REGULAR AGENDA

- ITEM 1. **DISCUSSION/ACTION** – Consideration of and action on Resolution R2020-04 of the City of Ovilla Texas adopting TCAP'S Professional Services Agreement and GEXA Energy's Commercial Electric Service Agreement for Power to be provided on and after January 01, 2023.
- ITEM 2. **DISCUSSION/ACTION** – Consideration of and Action on Ordinance 2020-04 of the City Council of the City of Ovilla, Texas, authorizing a general election to be held on May 02, 2020 for the purpose of electing three council members (Places 1,3 and 5) for expired terms by the qualified voters of Ovilla; establishing procedures for the election; providing for other matters incident and related to the election; providing for publication; providing a severability clause; and providing an effective date.

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DISCUSIÓN/ACCIÓN – Consideración de una Acción a partir de la Ordenanza 2020-04 una elección general a llevarse a cabo el 2 de mayo de 2020 con el objetivo de elegir tres miembros del concejo (plazas 1,3 y 5) por plazos expirados por los votantes calificados de ovilla; estableciendo procedimientos para la elección; proporcionando otros asuntos incidentales y relacionados con la elección; proporcionando para publicación; proporcionando una cláusula de separabilidad; y proporcionando una fecha de entrada en vigencia.

- ITEM 3. **DISCUSSION/ACTION** – Consideration of and action to move the regularly scheduled Council meeting date in March 2020, from Monday, March 09, 2020 to Monday, March 16, 2020 or Tuesday, March 17, 2020.
- ITEM 4. **DISCUSSION/ACTION** – Consideration of and action for board appointments to the (temporary) Thoroughfare Plan Review Committee.
- ITEM 5. **DISCUSSION/ACTION** – Consideration of and action to dissolve the agreement with the City of Ovilla and Fund Accounting Solutions Technologies, Inc. (FAST/Fundview) Accounting Software and direct staff to begin searching for a new financial software company.
- ITEM 6. **DISCUSSION/ACTION** – Consideration of and action on options for the replacement or upgrade of the restrooms and concession stand at the ballfields behind the City Municipal Building.
- ITEM 7. **DISCUSSION** – Discuss and review the concept of planning and hosting a Civic Academy.
- ITEM 8. **DISCUSSION** – Discuss and consider the inclusion, costs, and requirement of electronic water meters as part of a subdivision development.
- ITEM 9. **DISCUSSION** – Discuss code enforcement in the Historic District of Ovilla.
- ITEM 10. **DISCUSSION** – Update on Main Street Sanitary Sewer Improvements.
- ITEM 11. **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
 - 1. 2019 Racial Profiling Data Report
 - Fire Department Assistant Chief K. Lindsey
 - Public Works Water Superintendent 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 G. Miller

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.

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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.

ITEM 2. **DISCUSSION/ACTION** – Deliberate the appointment, employment, evaluation, reassignment and/or duties of the City Manager.

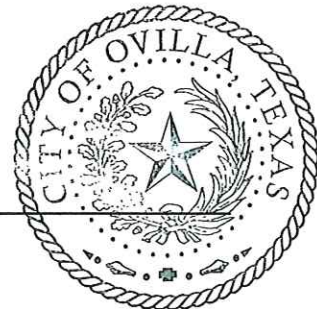
B. Reconvene into Regular (Open) Session

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 February 10, 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 07 day of February 2020 prior to 6:00 p.m., in compliance with Chapter 551, Texas Government Code.


G Miller, City Secretary



DATE OF POSTING: 2.7.2020 TIME: 4:00 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 411 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.

PROCLAMATION 2020

HONORING PHILLIP LYNCH

Phillip Lynch is a proven servant and leader. As a longtime Ovilla resident, Mr. Lynch has remained a consistent, influential and well-known face around town. He provides monumental support to his community including municipal government and to all those employees that dedicate their careers to the profession.

Whereas, Phillip "Phil" served in the United States Marine Corps from 1966-1970, serving his country bravely and proudly, and instilled that desire and patriotism in his sons, grandson and two godsons, who followed his path to serve their country. SEMPER FIDELIS!

Whereas, Phil has also dedicated his life to family. He married Carol, his soulmate for life as he proudly declares, and they have raised three amazing children. He is a driving force for equality, compassion, sacrificial works and empathy, setting that example for his children, his ten grandchildren and to all that meet him.

Whereas, Phil began his own business, First American Pension Services in 1987, which is still in operation today with his three children carrying on the business.

Whereas, serving his church as an elder and financial advisor does not go unnoticed.

Whereas, Phillip has been a member of the Ellis County Appraisal District Board of Directors since 1996. During his 24-year tenure, he served as Vice Chair from 2000-2001 and then Chairman from 2002 to his retirement from the Board in 2019.

Whereas, Phillip has been a tremendous leader, steward and friend to all taxing units in his capacity on the Board of Directors supporting legislative changes, litigation challenges, navigating us through a renovation and expansion of the Appraisal Office in 2008-2009, leading the district to keep a very conservative budget, all while motivating them to use technology to its fullest and providing access to this technology to all taxing units as well.

Therefore, I, Richard A. Dormier, Mayor of the City of Ovilla, on behalf of the entire Ovilla City Council, do hereby recognize and honor Mr. Phillip Lynch for his many years in a servant and leadership role.

IN WITNESS WHEREOF, I have hereunto set my hand this 23 day of January, in the year of our Lord two thousand twenty.

Richard A. Dormier, Mayor of Ovilla



02.10.2020

Consent Items C1-C5

To
Honorable Mayor
and Council

From
Staff

CC
Applicable
Departments

Comments:

1. Resolution R2020-03 authorizing continued participation with the ATMOS Cities Steering Committee; and authorizing the payment of five cents per capita to the ATMOS Cities Steering Committee to fund regulatory and relate activities related to ATMOS Energy Corporation.
2. Revised contract agreement with Texas Department of Public Safety regarding Chapter 706 of the Transportation Code.
3. VETO – Resolution R2020-01-NCTCOG Freeway Incident Management participation.
4. Notice of Intent to participate in Ellis County Hazard Mitigation Plan.
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6. Committed Fund Balance 2019.12.31
7. Minutes of the January 13, 2020 Regular council Meeting.

BACKGROUND AND JUSTIFICATION:

C1: R2020-03 ATMOS Steering Committee

Continued annual membership with the Steering Committee.

STAFF RECOMMENDATION: Staff recommends approval

C2: TXDPS Contract Fee Change (statute) -Municipal Court

OMNI has updated their fees, revising a statute to Chapter 706 of the Transportation Code.

STAFF RECOMMENDATION: Staff recommends approval

C3: Mayoral Veto – R2020-01 NCTCOG

After further review of this resolution it was determined that this involved cities with freeways.

STAFF RECOMMENDATION: Staff recommends approval of the VETO

C4: Participation in Ellis County Hazard Mitigation Plan

Continued participation and contact updates.

STAFF RECOMMENDATION: Staff recommends approval

C5: First Responder Grants LLC – Agreement with Consulting Service

STAFF RECOMMENDATION: Staff recommends approval.

C6: Committed Fund Balance Sheet December 2019

STAFF RECOMMENDATION: Staff recommends approval.

C7: January 13, 2020 Regular Council Meeting Minutes

STAFF RECOMMENDATION: Staff recommends approval.

City of Ovilla

Tel 972-617-7262

105 S. Cockrell Hill Road
Ovilla, Texas 75154

www.cityofovilla.org



RESOLUTION NO. R2020-03

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION

- WHEREAS, the City of OVILLA is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and
- WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and
- WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and
- WHEREAS, the City is a member of ACSC; and
- WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs; NOW THEREFORE,

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

I.

That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of OVILLA and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

II.

The City is further authorized to pay its 2020 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

III.

A copy of this Resolution and approved assessment fee payable to "Atmos Cities Steering Committee" shall be sent to:

Brandi Stigler
Atmos Cities Steering Committee
c/o Arlington City Attorney's Office, Mail Stop 63-0300
101 S. Mesquite St., Suite 300
Arlington, Texas 76010

RESOLUTION NO. R2020-03

PRESENTED AND PASSED on this the 10 day of FEBRUARY, 2020, by a vote of 4 ayes and 0 nays at
a regular meeting of the City Council of the City of OVILLA, Texas.

ATTEST:

Signature
Mayor Richard A. Dormier

Signature
City Secretary Glennell Miller

APPROVED AS TO FORM:
City Attorney Ron G. MacFarlane, Jr.

BY _____

City of Arlington, c/o Atmos Cities Steering Committee
 Attn: Brandi Stigler
 101 S. Mesquite St., Ste 300
 MS #63-0300
 Arlington, TX 76010

Invoice

Date	Invoice #
1/6/2020	20-111

Bill To
City of Ovilla

Item	Population	Per Capita	Amount
2020 Membership Assessment	4,146	0.05	207.30
Please make check payable to: Atmos Cities Steering Committee and mail to Atmos Cities Steering Committee, Attn: Brandi Stigler, Arlington City Attorney's Office, 101 S. Mesquite St., Ste 300, MS #63-0300, Arlington, Texas 76010		Total	\$207.30

STAFF REPORT ON ASSESSMENT RESOLUTION FOR ATMOS CITIES STEERING COMMITTEE

Purpose of the Resolution:

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee (“ACSC”) is composed of 178 municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division that have retained original jurisdiction. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 178 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

The ACSC Membership Assessment Supports Important Activities:

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of Resolution Paragraphs:

- I. This paragraph authorizes the continuation of the City’s membership in ACSC.
- II. This paragraph authorizes payment of the City’s assessment to the ACSC in the amount of five cents (\$0.05) per capita.
- III. This paragraph requires notification that the City has adopted the Resolution.

Payment of Assessment

The assessment payment check should be made out to “*Atmos Cities Steering Committee*” and mailed to Brandi Stigler, Atmos Cities Steering Committee, c/o Arlington City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

ACSC Cities (178 Members)

- | | | |
|----------------------------|---------------------------|---------------------------|
| 1. Abilene | 61. Fairview | 121. Northlake |
| 2. Addison | 62. Farmers Branch | 122. Oak Leaf |
| 3. Albany | 63. Farmersville | 123. Ovilla |
| 4. Allen | 64. Fate | 124. Palestine |
| 5. Alvarado | 65. Flower Mound | 125. Pantego |
| 6. Angus | 66. Forest Hill | 126. Paris |
| 7. Anna | 67. Forney | 127. Parker |
| 8. Argyle | 68. Fort Worth | 128. Pecan Hill |
| 9. Arlington | 69. Frisco | 129. Petrolia |
| 10. Aubrey | 70. Frost | 130. Plano |
| 11. Azle | 71. Gainesville | 131. Ponder |
| 12. Bedford | 72. Garland | 132. Pottsboro |
| 13. Bellmead | 73. Garrett | 133. Prosper |
| 14. Benbrook | 74. Georgetown | 134. Quitman |
| 15. Beverly Hills | 75. Glenn Heights | 135. Red Oak |
| 16. Blossom | 76. Grand Prairie | 136. Reno (Parker County) |
| 17. Blue Ridge | 77. Grapevine | 137. Rhome |
| 18. Bowie | 78. Groesbeck | 138. Richardson |
| 19. Boyd | 79. Gunter | 139. Richland |
| 20. Bridgeport | 80. Haltom City | 140. Richland Hills |
| 21. Brownwood | 81. Harker Heights | 141. River Oaks |
| 22. Bryan | 82. Haskell | 142. Roanoke |
| 23. Buffalo | 83. Haslet | 143. Robinson |
| 24. Burkburnett | 84. Hewitt | 144. Rockwall |
| 25. Burleson | 85. Highland Park | 145. Roscoe |
| 26. Caddo Mills | 86. Highland Village | 146. Rowlett |
| 27. Canton | 87. Honey Grove | 147. Royse City |
| 28. Carrollton | 88. Hurst | 148. Sachse |
| 29. Cedar Hill | 89. Hutto | 149. Saginaw |
| 30. Celeste | 90. Iowa Park | 150. Sansom Park |
| 31. Celina | 91. Irving | 151. Seagoville |
| 32. Centerville | 92. Justin | 152. Sherman |
| 33. Cisco | 93. Kaufman | 153. Snyder |
| 34. Clarksville | 94. Keene | 154. Southlake |
| 35. Cleburne | 95. Keller | 155. Springtown |
| 36. Clyde | 96. Kemp | 156. Stamford |
| 37. College Station | 97. Kennedale | 157. Stephenville |
| 38. Colleyville | 98. Kerens | 158. Sulphur Springs |
| 39. Colorado City | 99. Kerrville | 159. Sweetwater |
| 40. Comanche | 100. Killeen | 160. Temple |
| 41. Commerce | 101. Krum | 161. Terrell |
| 42. Coolidge | 102. Lakeside | 162. The Colony |
| 43. Coppell | 103. Lake Dallas | 163. Trophy Club |
| 44. Corinth | 104. Lake Worth | 164. Tyler |
| 45. Crandall | 105. Lancaster | 165. University Park |
| 46. Cross Roads | 106. Lavon | 166. Venus |
| 47. Crowley | 107. Lewisville | 167. Vernon |
| 48. Dalworthington Gardens | 108. Little Elm | 168. Waco |
| 49. Denison | 109. Lorena | 169. Watauga |
| 50. Denton | 110. Madisonville | 170. Waxahachie |
| 51. DeSoto | 111. Malakoff | 171. Westlake |
| 52. Draper | 112. Mansfield | 172. Westover Hills |
| 53. Duncanville | 113. McKinney | 173. Westworth Village |
| 54. Early | 114. Melissa | 174. Whitesboro |
| 55. Eastland | 115. Mesquite | 175. White Settlement |
| 56. Edgecliff Village | 116. Midlothian | 176. Wichita Falls |
| 57. Emory | 117. Murphy | 177. Woodway |
| 58. Ennis | 118. Newark | 178. Wylie |
| 59. Euless | 119. Nocona | |
| 60. Everman | 120. North Richland Hills | |

REQUEST FOR CONTACT INFORMATION

January, 2020

CONTACTS

Please provide contact information for the following coalitions:

- ☐ OCSC (*Oncor Cities Steering Committee*)
- ☐ ACSC (*Atmos Cities Steering Committee*)
- ☐ TCCFUI (*Texas Coalition of Cities for Utility Issues*)

Please type or print clearly

MAIN CONTACT

Name:	
Title:	
City of:	
Address:	
Phone:	
Fax:	
Email:	

ADDITIONAL CONTACT

Name:	
Title:	
City of:	
Address:	
Phone:	
Fax:	
Email:	

CONTACT TO SEND INVOICES OR CHECKS

Name:	
Title:	
City of:	
Address:	
Phone:	
Fax:	
Email:	

Please duplicate if more room needed.

(Please complete and return to: Thomas Brocato @ tbrocato@lglawfirm.com).

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
SKYLOR HEARN
FREEMAN F. MARTIN
RANDALL B. PRINCE
DEPUTY DIRECTORS



COMMISSION
STEVEN P. MACH, CHAIRMAN
A. CYNTHIA LEON

January 10, 2020

Dear Court Administrator:

Enclosed please find the revised contract offered by the Texas Department of Public Safety to accommodate Chapter 706 of the Texas Transportation Code. Please complete all of the appropriate entries on the contract and arrange for the approval and signature of the presiding official authorized to sign contractual documents in your jurisdiction (mayor, city manager, county judge, etc.).

Only one (1) original signed contract should be submitted for each political subdivision; if you require a final copy for the court, please indicate so when you return the document. Signed contracts should be returned to:

Texas Department of Public Safety
Attn: Enforcement and Compliance Service
5805 North Lamar Blvd.
Austin, Texas 78752-0001

After the contract has been returned to the Department it will be processed for the appropriate signatures.

Any questions regarding the contract should be forwarded to Enforcement and Compliance Service; Tijuana Pendergrass at (512) 424-5431.

Sincerely yours,

Frances Gomez, Manager
Enforcement and Compliance Service

**Interlocal Cooperation Contract
Failure to Appear (FTA) Program**

State of Texas
County of ELLIS

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the OVILLA MUNICIPAL Court of the OVILLA (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated FTA system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

Court will supply information to DPS, through its Vendor, that is necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court in a matter involving any offense that Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and will automatically renew on the anniversary date of execution for up to three additional years unless terminated earlier.

V. COURT RESPONSIBILITIES

A. Written warnings

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied

renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

B. FTA Report

An FTA Report is a notice sent by Court requesting a person be denied renewal in accordance with this Contract. The Court may submit an FTA Report to Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

C. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days, from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or

5. other suitable arrangement to pay the fine and cost within the Court's discretion.

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

D. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract.

E. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

F. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless the person is deemed to be indigent, or the person is acquitted of the charges for which the person failed to appear.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

G. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the person has been acquitted of the underlying charge or is indigent, no payment will be made to the Vendor or required of the Court.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees collected by Court.

VII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Contract Amendment.** DPS and Court may amend this Contract through a written amendment signed by an authorized signatory on behalf of the respective party.
- C. Notice.** The respective party will send the other party notice as noted in this section.

Court	Department of Public Safety
Attn.: JESSICA FORESMAN	Enforcement & Compliance Service
Address: 105 S. COCKRELL HILL RD	5805 North Lamar Blvd.
Address: OVILLA TX 75154	Austin, Texas 78752-0001
Fax: 972-515-3221	(512) 424-5311 [fax]
Email: jforesman@cityofovilla.org	Driver.Improvement@dps.texas.gov
Phone: 972-617-7262	(512) 424-7172

- D. Termination.** Either party may terminate this Contract with 30 days' written notice. DPS may also terminate this Contract for cause if Court doesn't comply with Section V.F., *Non-Waiver of Fees*. After termination, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all

outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

VIII. CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*

Department of Public Safety

Authorized Signature

Driver License Division Chief or Designee

Title

Date

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

Rachel Huber, Councilmember, Place 1
Dean Oberg, Councilmember, Place 2



Doug Hunt, Councilmember, Place 4
Michael Myers, Councilmember, Place 5

Richard Dormier, Mayor
David Griffin, Mayor Pro Tem

January 15, 2020

MEMORANDUM
MAYOR VETO
RESOLUTION NO. R2020.01
CITY OF OVILLA, TEXAS

TO: Glennell Miller, City Secretary

In accordance with Ovilla Code of Ordinances Section 1.03.006 Veto Power of Mayor, I am vetoing Resolution No. R2020.01 passed by the Ovilla City Council on January 13, 2020. It appears to me there are some requirements of the City that should be revisited including:

1. The requirements to be performed by personnel and cost impact to the City need to be further discussed with the Police Chief and Fire Chief.

I ask that the City Council revisit this issue at the next regular meeting of the City Council and if they are satisfied with the original approval, then over ride this veto.

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

Richard A. Dormier

Mayor of Ovilla

Cc: Ms. Pam Woodall, City Manager

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.

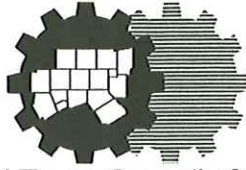
RESOLVED, PASSED and APPROVED, this ____ day of _____, 2020.

APPROVED:

Richard Dormier, Mayor

ATTEST:

Pamela Woodall, City Manager



North Central Texas Council of Governments

January 14, 2020

**Notice of Intent to Participate:
Ellis County Hazard Mitigation Action Plan (HazMAP) Update**

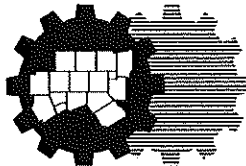
The following jurisdictions acknowledge and support the North Central Texas Council of Governments' (NCTCOG) application to update the Ellis County Hazard Mitigation Action Plan.

1. Unincorporated Ellis County
2. City of Alma
3. City of Bardwell
4. City of Ennis
5. City of Ferris
6. City of Garrett
7. City of Italy
8. City of Maypearl
9. City of Midlothian
10. City of Milford
11. City of Oak Leaf
12. City of Ovilla
13. City of Palmer
14. City of Red Oak,
15. City of Waxahachie

We, CITY OF OVILLA (Jurisdiction), understand:

The participation in the plan is voluntary and intend to participate in the plan development, including contributions to all required efforts: planning, meeting attendance, data provision (including demographic and GIS) and other information as needed, and plan review.

In the event that a FEMA mitigation grant is awarded, the grant provides 75% federal funds for this project and requires 25% local match. Total local match will be shared amongst all participants equally, no matter their population size. Should any participant(s) opt out of the plan, match requirements will increase accordingly for remaining participants. As grant administrator, NCTCOG is fiscally responsible for ensuring match is collected and paid quarterly. As grant administrator, NCTCOG is fiscally responsible for ensuring match is collected and paid quarterly. NCTCOG anticipates full participation by local teams; tracking time, travel, and resource costs along with timely submission of documentation will help meet match requirements through in-kind.



North Central Texas Council of Governments

However, in the unlikely event a jurisdiction/entity does not meet match through in-kind, the remainder of the match share will be due in cash. This is to protect the financial liability of NCTCOG and all participating jurisdictions and entities.

In-kind match may include any employee/volunteer time or costs incurred on the project which have a monetary value. NCTCOG applies a standard salary rate based on the Dallas-Fort Worth, TX, National Compensation Survey from the U.S. Department of Labor. Non-personnel costs such as travel or meeting rooms must be accompanied by support documentation (maps, room value per hour).

Elected officials and personnel funded solely by federal grants may not count their time for grant match. If partially grant funded, only the percent salary/time not provided by federal grants (or obligated as match for such) is eligible for match for this project.

We agree:

To contribute our portion of work and the local match and unmet match and/or match deemed ineligible as in-kind will be due to NCTCOG in cash no later than Approved Pending Adoption status for the plan is granted by FEMA.

This letter is non-binding and is only intended for grant application and informational purposes. Once the grant is awarded, a formal Inter-local Agreement reiterating this information will be sent to all participants.

Signature

Printed Name

Title



Ovilla Fire Department

Dedication - Integrity - Professionalism

Mayor, Council Members, and City Manager

Over the last few years we have utilized FireGrantsHelp.com to assist with the grant writing process and fortunately had luck with the AFG Grant to purchase SCBA equipment. Unfortunately, we did not have success with the SAFER Grant. Each time we have utilized this company's help, it has cost us between \$1500 and \$2500, depending on the grant that was being written. The services that were provided by this company was strictly pertaining to the specific grant that was written and nothing else. Additionally, there was no feedback given on the reasons why we were not awarded the SAFER Grant. This directly hinders our ability to present the next grant request and receive a positive outcome during the grant review process.

We received contact information for FirstResponderGrants from a neighboring department that has had several successful grants while utilizing their services. By contracting with this service through FirstResponderGrants, they charge an annual flat rate of \$1500. Included with this service would be helping to write and review our request as well as provide feedback on 4 different grants per year.

The plan for this year is to apply for an AFG Grant to assist in the purchase of Personal Protective Equipment (PPE) which is what the Firefighters wear to be able to fight fire, perform vehicle extrications as well as hazmat calls. Last year we lost 16 sets of this gear and the new gear cost \$2400 per set, due to failing the annual inspection for various reasons. This happened after the budget planning process last year, so the amount of money needed to replace this loss is not in the budget. Temporarily to address this issue, we are utilizing a company that rents gear by the month to have the appropriate protection for the members of our department to perform their job safely. Although renting the gear is getting us by at this time, due to cost it is not a feasible way financially to continue long-term.

We intend to write another SAFER Grant this year in hopes for a better outcome by being awarded these funds.

These two grants, with the other service provider would cost us around \$4000. We feel that with FirstResponderGrants, we will receive more customer service and support at a much lower cost than what was offered previously. The \$1500 is a budgeted item, so currently we are requesting Council's permission in signing the attached Contract Agreement between FirstResponderGrants and the Ovilla Fire Department.

Thank you for your consideration in this matter and helping us make the Fire Department a successful part of the city with the least amount of impact on the budget as possible.

Brandon Kennedy
Fire Chief City of Ovilla
bkennedy@cityofovilla.org

Brandon Kennedy
Fire Chief

Kevin Lindsey
Deputy Fire Chief
Fire Marshal

CENTRAL STATION
105 South Cockrell Hill Road
Ovilla, TX 75154

972-617-7375 Phone
972-515-3221 Fax

www.cityofovilla.org

FIRST RESPONDER GRANTS, LLC
ANNUAL GRANT SERVICES PACKAGE CONSULTING AGREEMENT CONTRACT

This Consulting AGSP Agreement (“**Agreement**”) is made as of February 1st, 2020 (“**Effective Date**”), by and between First Responder Grants, LLC, a South Carolina corporation with a place of business at 237 N. Brooks St., Manning , South Carolina 29102 (“**FRG**”), and Ovilla Fire Department , with a place of business at 105 S. Cockrell Hill Rd., Ovilla, Tx 75154 (“**Company**”).

1. **Scope of Annual Grant Services Package (AGSP) agreement.** During the Term (defined below), First Responder Grants, LLC shall perform the Annual Grant Services Package (AGSP) described on **Exhibit A** attached to this Agreement. First Responder Grants, LLC shall determine the method, details and means of performing the AGSP, and shall perform the AGSP with reasonable care. First Responder Grants, LLC shall commit the time and resources that it determines are reasonably necessary to complete the AGSP. First Responder Grants, LLC shall perform all AGSP on a non-exclusive basis and First Responder Grants, LLC may perform AGSP for third parties from time to time as First Responder Grants, LLC elects to do so.

2. **Payments.** Company shall pay First Responder Grants, LLC for providing the AGSP in accordance with the rate schedule on **Exhibit A**. First Responder Grants, LLC shall invoice Company immediately upon acceptance of this contract, and Company shall pay all invoices within 30 days after receipt.

3. **Client’s Obligations.** Client shall provide reasonable and timely assistance to First Responder Grants, LLC in connection with the AGSP, including access to records, information and personnel reasonably required by First Responder Grants, LLC to perform the AGSP.

4. **Default and Termination.** This Agreement shall remain in effect for 12 months from date of acceptance.

5. **Limitations.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, FIRST RESPONDER GRANTS, LLC DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED WITH RESPECT TO THE AGSP OR WORK ON ANY GRANT. It is implicitly understood that because FRG is NOT the funding source, we cannot guarantee that any application will be funded. In no event shall First Responder Grants, LLC be liable for any consequential, incidental, special or indirect damages of any kind, even if it has been advised of the possibilities of those damages. First Responder Grants, LLC’s maximum liability under this Agreement and with respect to any AGSP, regardless of the form of action and theory of recovery, shall not exceed the total amount Company has paid First Responder Grants, LLC for AGSP.

6. **Confidential Information.** Each party possesses confidential and proprietary information and may disclose Confidential Information to the other party in the course of performing under this Agreement. Neither party may use the Confidential Information except in the course of performing under this Agreement. For the purpose of this Agreement, “**Confidential Information**” shall mean information that (a) is disclosed in written, electronic or other tangible form and marked “Confidential” or “Proprietary” at the time of disclosure or (b) is disclosed in non-tangible form and verbally designated as confidential or proprietary by the disclosing party. Each party shall use

reasonable measures (at least as stringent as it uses to safeguard the confidentiality of its own information), to keep confidential and not to disclose any Confidential Information. Confidential Information shall not include information that is or becomes available to the public through no breach of this Agreement, information that was previously known by the receiving party without any obligations to the disclosing party to hold it in confidence, information that the receiving party receives from a third party who is free to disclose that information, information that the receiving party develops independently without using the Confidential Information, and information that the disclosing party approves for release in writing. If the receiving party is required by law, government regulation, subpoena or court order to disclose any of the Confidential Information, the receiving party will give prior written notice of the proposed disclosure to the disclosing party. The receiving party will be entitled to take those actions it deems necessary or appropriate. The receiving party will not be in breach of this Section by disclosing Confidential Information in compliance with this Agreement and any law, regulation, subpoena or court order. The receiving party will destroy or return to the disclosing party all documents and other records of the disclosing party containing Confidential Information promptly after receiving the disclosing party's written request and will notify the disclosing party in writing that the receiving party has done so.

7. General Provisions.

a. **Force Majeure.** Neither party shall be liable for any breach or delay resulting from any cause beyond its reasonable control, including acts of God, war, insurrection, the public enemy, changes in applicable law, labor disputes or strikes.

b. **Notices.** Any notice permitted or required under this Agreement or an SOW shall be deemed given if in writing and delivered personally, deposited in the United States mail, certified mail, return receipt requested, or sent by facsimile to the respective addresses of First Responder Grants, LLC and Company listed above.

c. **Independent Contractor.** First Responder Grants, LLC is an independent contractor, and nothing in this Agreement shall be construed as creating a partnership, joint venture, agency or fiduciary relationship.

d. **No Assignment.** Company may not assign this Agreement or any portion of its rights or obligations under this Agreement without First Responder Grants, LLC's prior written consent in each instance.

e. **Binding Effect.** This Agreement shall be binding on and shall inure to the benefit of, the parties and their respective successors, heirs and permitted assignees.

f. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of South Carolina, excluding its conflict of law principles. Any action or proceeding relating to this Agreement or its enforcement shall be commenced and heard only in the state courts of South Carolina or the United States Court having jurisdiction for the State of South Carolina. First Responder Grants, LLC and Company hereby consent and submit to the jurisdiction and venue of those courts.

g. **Entire Agreement.** This Agreement shall contain the entire agreement of the parties relating to the AGSP and supersede all previous and contemporaneous agreements,

understandings, usages of trade and courses of dealing, whether written or oral. This Agreement may be modified only by a written agreement, signed by both parties, expressly modifying this Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the Effective Date 2/10/20.

FIRST RESPONDER GRANTS, LLC

Ovilla Fire Department

A handwritten signature in black ink, appearing to read "Kurt T. Bradley", with a stylized flourish at the end.

By:

By: _____

Name: Kurt T. Bradley

Name: Brandon Kennedy

Title: Sr. Grant Consultant

Title: Fire Chief

List of Attached Exhibits

Exhibit A AGSP; Fees

EXHIBIT A
to Consulting Services AGSP Agreement

Description of Annual Grant Services Package and Fees

The Annual Grant Services Package includes the following during the subscription period:

- **16 hours of consultant's time in developing, researching, editing and submission of up to 4 grant applications.** Fire Departments and Non-Affiliated EMS please note; This includes work on any current year Fire Act Grants (Assistance to Firefighters Grant, Fire Prevention & Safety and SAFER) *
Note: This does not include work on multi-agency grant applications or regional type projects which are considered Special Projects.
- **Unlimited** phone and email consultation with our consultants.
- **Timely notifications** of special grant opportunities and grant news relevant to your agency and funding needs through mass emailing, newsletter and social media.
- **How to conduct a needs and capabilities assessment**, to document need in your applications and to plan your grant strategy around known agency needs.
- **A custom grant strategy** tailored to your department's needs, personnel and budget
- **Funded examples of grant narratives for specific projects** the client may be working on, at no charge (subject to availability).

Time Period of Agreement: 2/10/20 through 2/09/21

Price

The cost for this package of services is \$1,500 per year. Special discounts may be applied to this on an individual basis.

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Mark Stowe, Fire Chief, City of Beaver Falls Fire Department, PA (<https://firstrespondergrants.com/testimonial/mark-stowe-fire-chief-city-of-beaver-falls-fire-department-pa/>)

"On behalf of the Beaver Falls Fire Department, PA, I want to thank you for all of your assistance over the past year. As you know, with your help, we were successful at obtaining a 2017 AFG grant for fire hose. I feel very confident that we will be successful with this grant also. I appreciate you taking the time to discuss with me what we had the best possible chance of winning a grant with. I want you to know how much I appreciate your immediate response every time I called you.

"Going back ten years when I attended your grant workshop in West Virginia, I realized that you were a wealth of knowledge with successfully writing grants. After attending your class I was successful almost each year with obtaining AFG grants. Your method and flow of how to write these grants are very effective.

"In closing, I want you to know how much I appreciate all your assistance and advice over the years. It's because of you that our fire department has state-of-the-art equipment and our firefighters are protected the best possible way. You may always use me as a reference to any fire department."

Like this:

Like

Be the first to like this.

Chief Peter Tyc, Middlefield Volunteer Fire Company, Middlefield, Connecticut (<https://firstrespondergrants.com/testimonial/chief-peter-tyc-middlefield-volunteer-fire-company-middlefield-connecticut/>)

Winner of a \$86,667 FY 2017 AFG Fire Grant

On behalf of the Officers and Members of the Middlefield Volunteer Fire Company, I wish to thank you for your assistance in preparing our 2017 AFG grant.

As you know, it was awarded in Round 4 for the full amount that was requested. After applying for the past 3 years, I believe your insight in clearly identifying the needs of the Fire Company was crucial in the award.

From the first day of the class you provided information and ideas that we never considered, and you helped identify the key points in all of the narratives. Your continued assistance is also appreciated in preparing for the actual purchase process and subsequent filing of all the paperwork.

You provide a complete grant assistance program from start to finish. Kurt, I thank you again for your assistance, patience, and expertise. You certainly made an impact on our grants application and will continue to do so.

Like this:



Be the first to like this.

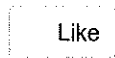
Ricky Boyd, Fire Chief, Waxahachie Fire-Rescue, Waxahachie, Texas (<https://firstrespondergrants.com/testimonial/ricky-boyd-fire-chief-waxahachie-fire-rescue-waxahachie-texas/>)

Winner of a \$462,767 FY 2017 SAFER Hiring Grant

Waxahachie Fire-Rescue and the City of Waxahachie greatly appreciates the assistance provided by First Responder Grants and especially Kurt Bradley in guiding us to a successful SAFER Grant application process. We would not have been able to accomplish our goals without your training, knowledge, and service.

You went above and beyond our hopes and expectations. Thanks again from the WFR.

Like this:



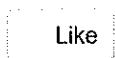
Be the first to like this.

Captain Lee Look, Lyndon Fire Protection District, Louisville, Kentucky (<https://firstrespondergrants.com/testimonial/captain-lee-look-lyndon-fire-protection-district-louisville-kentucky/>)

Winner of a \$54,102 FY 2017 AFG Fire Grant

Kurt has been an invaluable resource for our department. By guiding me through the grantwriting process, he has helped our department weather the recession, and he continues to help us rebuild after it. He is the perfect combination of subject-matter expert, and mentor. Kurt is always current on the trends and intricacies of the federal grant programs, and his ability to convey that knowledge, either in a classroom setting, or over the phone, or via email, is instrumental in our successes. We have been, and will continue to be, in excellent hands.

Like this:



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James F. Grasham, Grant Writer for the Northwest Fire District & others, Tucson, AZ (<https://firstrespondergrants.com/testimoni>

al/james-f-grasham-grant-writer-for-the-northwest-fire-district-others-tucson-az/)

Thank you both for all that I have learned over the years from your grant writing seminars. Without this training, I would not have been able to help raise grant funds for the departments and organizations in the Tucson area.

Like this:



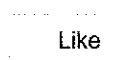
Be the first to like this.

Jeffrey Boyajian, Fire Chief, Stickney Fire Department, Illinois (<https://firstrespondergrants.com/testimonial/jeffrey-boyajian-fire-chief-stickney-fire-department-illinois/>)

On behalf of the Stickney Fire Department and the Village of Stickney I would like to sincerely thank you. With your guidance, we have successfully received grants in the 2015 AFG and 2016 AFG grant cycles. I am keeping my fingers crossed that with your assistance we will be successful in the upcoming 2017 AFG grant cycle. I look forward to working with you in this grant cycle.

Thank you again.

Like this:



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Todd A. Noon, Senior Associate, TRIAD Associates, New Jersey (<https://firstrespondergrants.com/testimoni>

al/todd-a-noon-senior-associate-triad-associates-new-jersey/)

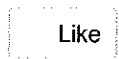
I attended your 2016 grants workshop in Massachusetts, and it has paid huge dividends for our company and our clients.

Following your workshop, I wrote 3 First Responder grants for 2 small communities in New Jersey: an AFG for new SCBA equipment; a SAFER Hiring application; and a SAFER Volunteer Recruitment application. All 3 have now been approved and fully funded... just shy of \$1 million!

Your course was filled with so much valuable, actionable information. What I learned in my two days with you made a real impact on the applications I submitted. In fact, when I compare these recent successful applications with ones I've done in the past that were not funded, the differences are clear.

Thanks for sharing your knowledge. The success we've had since taking your course has been well worth the nominal cost.

Like this:



Be the first to like this.

Dale E. Carbaugh, Fire Chief, MMP&W Volunteer Fire Company, Pennsylvania (<https://firstrespondergrants.com/testimonial/dale-e-carbaugh-fire-chief-mmpw-volunteer-fire-company-pennsylvania/>)

I bought the online grant training this year and was awarded on AFG Round 10 for \$150,000 on a Vehicle Acquisition grant. We will now be able to replace our worn-out brush truck. This was a major win for our small community. I truly believe the online class helped me win this award!

Like this:



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Kevin Kanehl, Fire Marshal, Armada Township Fire Department, Michigan (<https://firstrespondergrants.com/testimonial/kevin-kanehl-fire-marshal-armada-township-fire-department-michigan/>)

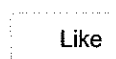
Just to keep you updated on the success your training program has had, we got awarded a micro-grant earlier this year for new nozzles, and we received the 1199a for \$110,000 towards a new brush truck. We're 2 for 2 in the 2016 AFG period. This makes 6 AFG awards and 2 SAFER awards since 2011.

Additionally, I helped another nearby department achieve a \$691,000 SAFER award.

This would not have been possible without your course.

I want to thank you for giving me the tools to bring in around \$1.5 million for my own department and a neighboring department. These departments both serve 10,000 people, so department size is no excuse not to get awarded. I do not know of any other training programs out there than can turn a \$450 investment into over \$1 million in return.

Like this:



Be the first to like this.

Erik Christensen, Wauconda Fire District, Illinois (<https://firstrespondergrants.com/testimonial/erik-christensen-wauconda-fire-district-illinois/>)

The class has been a huge help! We have increased our efforts towards seeking and applying for grants significantly. GrantFinder (<http://dev.firstrespondergrants.com/grantfinder/>) is helping us out a lot as well. Thanks for all your efforts and for holding the class! It has shown to be invaluable so far!

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Meet Our Consultants

Kurt T. Bradley

Contact Kurt

237 N. Brooks St.
Manning, SC 29102

Office: 863-551-9598 (tel:863-551-9598)

Cell: 863-287-3958 (tel:863-287-3958)

Email: KBradley@FirstResponderGrants.com
(mailto:KBradley@FirstResponderGrants.com)

Over 20 Years Experience with Public Safety Grants and Grant Writing

About Kurt: Kurt Bradley is a nationally recognized public safety grants consultant and retired law enforcement officer and administrator. Currently the Senior Grant Consultant with First Responder Grants, Inc., Kurt uses his 30 years experience in public safety and grant-writing to specialize in the grant development and grant training needs for the Fire Service, Rescue, EMS, and Emergency Management Agencies (EMAs).



Qualifications

Kurt has attained certifications with the National Grant Writers Association as a:

- Certified Grants Consultant
- Certified Grants Reviewer

- Certified Grants Administrator
- Certified Grants Specialist

Background

Kurt began his career in the US Air Force, serving during the Vietnam era. He served as an Airborne Early Warning and Control Systems flight crew member and also with the nuclear Intercontinental Ballistic Missile program as an Astro Surveyor. He was a key member in the development and testing of the Global Positioning Satellite System (GPS) program currently in use today.

After an honorable separation in 1976, Kurt began his 25-year career in law enforcement. In 2001 he retired as a Lieutenant and Assistant Chief with a Police Department in Central Florida. During his law enforcement career he was the commander of the communications and criminal investigations divisions for his department. He was a certified law enforcement instructor with the State of Florida and, after the events of 9/11, served with the regional FBI anti-terrorism task force. Kurt was also the grant writer for his city.

Upon retiring from law enforcement, Kurt worked for the local housing authority, writing grants for that agency to the U.S. Department of Housing and Urban Development (HUD). He also wrote grants to corporate and private foundations for social service programs. He was involved in the administration of the \$24.5 million HUD HOPE VI grant awarded to that agency and had responsibility for \$3.2 million of social service programs. Kurt's work at this agency resulted in several regional and national HUD "Best Practice" awards while he was employed there for programs that he developed.

From 2004-2009, Kurt was appointed to develop and direct CHIEF Grants (a business unit of CHIEF Corp.) and had responsibility for developing this new business unit providing grant writing training and grant development services to public safety agencies nationwide.

In 2009, Kurt was offered and accepted the position of VP of Homeland Defense Grants with responsibility for developing a full service grant consulting and training firm to assist public safety agencies across the US with a special interest in DHS funding streams.

In 2010, Kurt joined First Responder Grants, Inc., as a senior consultant. He joined forces with his long-time professional colleague and mentor, Margaret Stark, to better serve the First Responder and Public Safety agencies of the US, and those companies serving them. Kurt is the Director and Senior Consultant for all Fire/Rescue/EMS and Emergency Management consulting. Their current client base covers more than 9,000 public safety agencies across the US.

During Kurt's career, he and Margaret have assisted their clients and public safety agencies to win more than \$1 billion dollars in grant awards from corporate/private foundations, local, state and federal grant programs.

Author, Journalist, Speaker & Instructor

Kurt is available to give presentations and lead discussions on grant issues at conferences, summits, seminars and workshops. He regularly appears for grant strategy and development presentations with a specialized emphasis on DHS and public safety grant seminars across the country. A dynamic speaker and presenter, Kurt engages his audience and is renowned for his "meat and potatoes" style and his ability to present his subject matter in a format that is easily understood and comprehended well by the public safety employee.

Kurt is a regularly published freelance magazine journalist and guest columnist to public safety industry and Homeland Security publications. He was a guest staff columnist to several local newspapers and has written a weekly law enforcement column. Kurt was the editor of his agency's newsletter and won both the FAHRO

and SERC-NAHRO “Best Newsletter” awards for a housing agency in 2003. Kurt has been a featured guest columnist for the Homeland Defense Journal, FireRescue1, Campus Safety Magazine, JEMS, Fleet Safety Magazine and other public safety industry publications. He also is a prolific blogger in the Federal Grants and Funding thread of Firehouse.com forums, as well as the primary blogger and writer of the First Responder Grants Fund Finder blog.

Kurt is co-author of the published reference work Grant Writer's Handbook for Successful Public Safety Grant Proposals, which is the first reference body of work specifically targeted and directed at the public safety sector in this field.

Kurt's broad range of experience in public safety, grant writing and journalism makes him uniquely qualified to handle the needs of public safety agencies and others, seeking grants to supplement their shrinking budgets.

As a grants consultant and retired public safety administrator, Kurt brings a unique perspective to this field both as a former agency “administrator-in-need,” and as a grant professional. His experience will serve your department well as you compete for the billions of dollars in grant monies that have been made available through the Department of Homeland Security and other public and private sources of grant funding.

Margaret Stark

Contact Margaret

237 N. Brooks St.
Manning, SC 29102

Office: 803-825-0087 (tel:803-825-0087)

Cell: 540-230-8440 (tel:540-230-8440)

Email: MStark@FirstResponderGrants.com
(mailto:MStark@FirstResponderGrants.com)

Over 20 Years Experience with Public Safety Grants and Grant Writing

About Margaret: The owner and manager of First Responder Grants, Inc., Margaret Stark is also a public safety grants consultant who specializes in law enforcement grants. With over 20 years experience in grant writing, Margaret has attained certification with the National Grant Writers Association to include:

- Senior Certified Grants Specialist
- Certified Grants Administrator
- Certified Grants Specialist
- Certified Grants Reviewer
- Certified Grants Consultant

Over 20,000 Law Enforcement Agencies Assisted

During her career Margaret has assisted over 12,000 law enforcement and public safety agencies in obtaining grant-related information for applications. Her assistance to agencies has resulted in over \$900 million of additional funding for agencies in need.

Whether working via face-to-face meetings, telephone conversations, or email correspondence, Margaret helps law enforcement agencies identify available grant monies and then provides step-by-step direction as to how agencies may secure the needed funding as well as providing a final review of the application prior to submission.

Teaching & Training Across the U.S.

Margaret also teaches grant writing classes in academies, law enforcement facilities, and individual agencies across the US. Margaret is a nationally recognized speaker and instructor who has presented at professional conferences and seminars including:

- International Association of Chiefs of Police (IACP) annual conference
- American Society for Law Enforcement Trainers (ASLET) annual conference
- Virginia Chief's Association
- The Performance Institute
- Sigarm Academy
- CHIEF Grants Regional Seminars
- University of Virginia Command College
- Airborne Law Enforcement Association (ALEA)
- Congressman Steven LaTourette Annual Conference
- TREXPO East and West

Corporate and Practical Experience

Prior to her career as a professional grant consultant and instructor, Margaret served for 4 years as a grant writer for a police department in southwestern Virginia. She has an additional 5 years experience in writing grants and fund-raising for non-profits as well.

When ITT Night Vision decided to start the first vendor sponsored grant program in the '90's Margaret was their choice to head that program. This program ran successfully for over 12 years and brought in \$5 to \$10 million a year in grant funded sales.

During her professional career Margaret has been the grant consultant and grant training instructor for:

- TASER
- Patriot 3
- L-3 EOS
- StarChase
- Vectronix
- Homeland Defense Journal
- Zistos
- ITT Night Vision

- CHIEF Grants
- Xenonics

Also an accomplished journalist, Margaret has written articles for PoliceOne.com, Officer.com, Air Beat Magazine, Law and Order Magazine, Homeland Defense Journal, Law Enforcement Technology Magazine, and many more.

Margaret is co-author of the published reference work Grant Writer's Handbook for Successful Public Safety Grant Proposals, which is the first reference body of work specifically targeted and directed at the public safety sector in this field.

Greg Bavis

Contact Greg

PO Box 432, Belmont, NH 03220

Office: 603-254-4730 (tel:603-254-4730)

Email: GBavis@FirstResponderGrants.com (mailto:GBavis@FirstResponderGrants.com)

Over 16 Years Experience with Public Safety Grant Writing

Over 30 years in the Fire Service and Law Enforcement

About Greg: Greg has spent his entire career in the Northeast of the United States. His on-the-ground, in-the-ranks experience in both the Fire Service and Law Enforcement has helped him understand what small-town USA needs to do to obtain funding through grants. Greg has spent countless hours researching grants to find funding opportunities for the needs of not only his department, but assisting other departments obtaining funding, along with completing the required documentations for successful closeout of many grants.

Greg's passion is finding money to augment a department's money through grants. He takes enormous passion to all grants he writes and maintains a winning attitude in all his grant-writing endeavors. With his knowledge of the public safety arena, winning attitude, and skill for grant-writing, Greg can assist you and your department in obtaining the grants you're looking for.

Background

Greg has been in the fire service for over 30 years. He started his career in public safety in 1988 as a full-time police officer, and a call firefighter. In my career I have worked for

municipal public works along with being a call firefighter. Greg started his full-time career in the fire service in 2000, working up the ranks to Captain of a smaller rural department. In 2004 he took a firefighting position in a much larger department, eventually serving as a full-time Lieutenant for 12 years. Greg was the departments grant writer and fire investigator. While I was a full-time firefighter and Lieutenant I served as a part-time police officer for 20 years, for the past 4 years I have been employed part time as a Communications Specialist for a multi-agency sheriff's department and a local police department.

Since 2002, Greg has successfully applied for many state and local grants. He has earned a grant success rate of over 85% for grants applied for and awarded. Those grant awards include various of Fire Act Grants. Greg has also served as the grants administrator for the Fire Act Grant received, following all federal and local reporting to ensure proper documentation of the grants. He has assisted in the closeout of 4 grants for a department that merged with another department to properly close out the grants and meet all federal requirements.

Grants that Greg has applied for and been awarded include:

- Fire Act Grants
- SCBA
- Structural firefighting bunker gear
- Gear washer and extractor
- Facility upgrades to fire alarm and full sprinkler system
- EMS gear
- State grants
- Tactical EMS gear for first responders, including bulletproof vests and EMS in the warm zone equipment
- Forestry hose and equipment
- Competitive grant funding through private companies
- Fire investigation equipment
- Fire investigation class funding for students to attend week-long investigation school

Like this:

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DATE: February 10, 2019

TO: Honorable Mayor and Council Members

FROM:
Linda Harding, Accountant

SUBJECT: Committed Fund Balance Report as of December 31, 2019

Committed Fund Balance Report

for General Fund for FY 2019-2020

	Account Number	General Fund 2019-2020 Budget
FY 2019-2020 Budget		4,957,059
CAPITAL ASSETS and RESERVE ACCOUNTS:		
Machinery and Equipment	100-10-56440	(1,000)
Furniture	100-10-56465	(2,500)
Audio and Visual Equipment	100-10-56470	0
Buildings	100-10-57420	0
Machinery and Equipment	100-10-57440	0
Reserve for Contingency	100-10-59001	0
Reserve for PD and FD Radios	100-10-59015	(165,000)
Machinery and Equipment	100-20-56440	(9,600)
Personal Protective Equipment	100-20-56445	(2,600)
Capital Outlay - Vehicles	100-20-57450	(115,500)
Machinery and Equipment	100-30-56440	(10,247)
Personal Protective Equipment	100-30-56445	(20,247)
Capital Outlay - Vehicles	100-30-57450	(55,000)
Machinery and Equipment	100-40-56440	(2,500)
Capital Outlay - Vehicles	100-40-57450	0
Machinery and Equipment	100-50-56440	(95,000)
Personal Protective Equipment	100-50-56445	(300)
Minor Capital Outlay	100-50-56490	(850)
Machinery and Equipment	100-50-57440	0
Land Improvements	100-60-56410	(4,000)
Machinery and Equipment	100-60-56440	(62,000)
Transfer from 4B EDC	100-60-57410	(75,000)
Machinery and Equipment	100-60-57440	(6,000)
Total 2018-2019 Budget Less Capital Assets and Reserve		4,329,715
Resolution Number 2013-002		25%
REQUIRED UNASSIGNED FUND BALANCE IN GENERAL FUND		\$ 1,082,428.75
ALL G/F BANK ACCOUNT BALANCES		
Prosperity Bank (Operating Acct 9437) general fund	1012500	\$ 1,293,588.23
Prosperity Money Market (Acct #9307605)	1012520	\$ 234,531.10
TexStar Reserves (Acct. #07017-1110)	1012525	\$ 3,923.76
TexStar Money Market (Acct 1112)	1011525	\$ 977.88
Prosperity Money Market Reserve (Acct. #9307583)	1012250	\$ 130,180.76
Prosperity CD (Acct. #670010694)	1012260	\$ 251,892.92
Prosperity Bank CD (Acct. #670010608)	1012290	\$ 57,762.40
ALL BANK ACCOUNTS Total Unassigned Fund Balance in General Fund		\$ 1,972,857.05
REQUIRED UNASSIGNED FUND BALANCE IN GENERAL FUND		\$ 1,082,428.75
Excess in Unassigned Fund Balance in ALL ACCOUNTS		\$ 890,428.30

NOTES:

MAJOR FY 2020 BUDGET ITEMS:

Water Street Bridge \$305,000, Infrastructure (Streets) \$410,000	\$ 715,000.00
25% included in Required Fund Balance -	\$ 178,570.00
Excess amount needed for Water Street Bridge and Street CIP	\$ 536,430.00

CITY OF OVILLA MINUTES

Monday, January 13, 2020

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, thus constituting a quorum. City Secretary, department directors and various staff were also present.

CALL TO ORDER

PL4 Hunt 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

There were no presentations.

Citizen Comments:

1. Ms. Jimmie Wade, 606 Creekview Circle, voiced multiple concerns:
 - a. Residents parking on grass,
 - b. Police Department is shorthanded. Need more officers,
 - c. Many potholes all over city,
 - d. Garbage strewn throughout the city,
 - e. Disagree with Council's approval of 1600 square foot home in downtown area.
2. Sheila Domstead, 111 Meadowwood: asked Council to livestream all city meetings.
3. MS Dani Muckleroy signed up to speak during Council's address of Item 8.

CONSENT AGENDA

1. Minutes of the December 09, 2019 Regular Council Meeting.
2. Minutes of the November 11, 2019 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 Freeway Incident Management participation.

PL4 Hunt moved to pull Consent item C8 for further discussion. Mayor Dormier pulled C8 and placed it as Item 10 on the regular agenda for consideration.

PL5 Myers moved to approve Consent Items C1-C7 as presented, seconded by PL4 Hunt.

No oppositions, no abstentions.

VOTE: The motion to approve Consent item C1-C7 carried unanimously: 4-0.

REGULAR AGENDA

- 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.

The City was contacted by Mr. David Schrodtt, representative for IT Management of Midlothian, advising that both the City of Waxahachie and Ellis County had 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). Ovilla's financial obligation for this upgrade was listed as:

Ovilla Fire Department: 21 radios	\$2,793.00
Ovilla Police Department: 19 radios	\$2,527.00

Staff prepared an ordinance and budget amendment for the upgrade and additional expense.

PL4 Hunt moved to approve Ordinance 2020-02, approving a budget amendment to fund Ovilla's financial obligation for radio upgrades for Fire and Police communications as presented, seconded by PL1 Huber.

No oppositions, no abstentions.

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

- ITEM 2. DISCUSSION/ACTION** – Consideration of and action 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.

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.

Mayor Pro Tem Griffin moved to appoint Council Member PL4 Hunt and Mayor Dormier to serve on the temporary Finance Committee to review and evaluate both RFQ and RFP responses for auditing services and the bank depository, seconded by PL5 Myers.

No oppositions, no abstentions.

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

- ITEM 3. DISCUSSION/ACTION** – Consideration of and action 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.

Staff reported that 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.

Staff presented a document that included highlighted language requiring a CAFR instead of Audited Financial Statements. Council agreed to leave both in the RFQ to negotiate with the selected firm. The RFQ was reviewed and approved by legal counsel.

PL4 Hunt moved to approve the Interim City Manager to advertise for Request for Qualifications for Professional Auditing Services as presented, seconded by Mayor Pro Tem Griffin. The motion died for lack of support.

PL4 Hunt moved to approve the Interim City Manager to advertise for Request for Qualifications for Professional Auditing Services with added language to allow for Audited Financial Statements or CAFR in the document to be negotiated with the selected firm, seconded by Mayor Pro Tem Griffin.

No oppositions, no abstentions.

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

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.

The City's current banking agreement with Prosperity Bank expires in May 2020 and has no further extensions. The Finance Committee can determine a meeting date as time draws near. The city attorney has reviewed and approved the RFP.

PL4 Hunt moved 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 to be determined to review the qualifying proposals, seconded by PL1 Huber.

No oppositions, no abstentions.

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

ITEM 5. DISCUSSION/ACTION – Consideration of and action on 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.

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.

Mayor Pro Tem Griffin moved to approve Resolution R2020-02 of the City of Ovilla, Dallas County, Texas, casting its vote (again) for Michael Hurtt as the fourth member of the Board of Directors of the Dallas Central Appraisal District, seconded by PL4 Hunt.

No oppositions, no abstentions.

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

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.

Fire Marshal Lindsey shared a brief background: currently Ovilla uses 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 back-up if needed.

Findings/Current Activity:

Staff looked at several different models of new tools and found that by changing to a battery powered 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 can be used for the purchase; as 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.

PL5 Myers moved to approve the purchase of Holmatro Rescue Tools with the reimbursement of this expenditure through the Emergency Services District #2 and the Service League, seconded by PL4 Hunt.

No oppositions, no abstentions.

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

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.

Park Board Advisory Committee Chair Brian Treadaway addressed Council at the December 09, 2019 Council Meeting to share the Park Board's 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 near the 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. Staff is ready to research for current costs pending Council's desire and direction to move funds for the expenditure. Staff was directed to moved forward with research for various options for new restrooms and return with findings.

Discussion only. No Action.

ITEM 8. DISCUSSION – Review and discuss the City's municipal facility's needs.

Staff presented this item to Council at the December 09 meeting and was directed to keep this item on the agendas until further notice.

Staff shared various options to improve and fund what Council and staff believed to be the most needed building for improvement; the police building. Staff shared a concept drawing of the police building that would enhance and expand the facilities use and relocate of the public works storage area and the city's retention room area. Storage container costs were discussed to help with the relocation of public works tools and equipment.

Additionally, staff shared an option for possible funding. Staff proposed to redirect the use of funds intended for the parking lot across from the Fire Department to assist with the creation of additional parking, a sally-port, and to enclose the back area of the building (Police) currently used by the Public Works Department.

Mayor Dormier opened the floor to MS Muckleroy who signed up to speak on this item.
MS Dani Muckleroy, 608 Green Meadows: voiced support in renovating the police station.
Discussion only. No Action.

ITEM 9. DISCUSSION – Discuss and consider the inclusion, costs and requirement of electronic meters as part of a subdivision development.

Public Works Superintendent Daniel Durham shared his research of an estimated cost for employees to read the meters manually.

(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 cost combined yearly (\$46,598.40)

Estimates on electronic meters from Badger Model 25 series were shared. It was suggested to require the developer of any subdivision to install this meter. Mr. Durham was directed to return with additional information and quotes from other vendors.

Discussion only. No Action.

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

Consent Item C8 was reviewed. PL4 Hunt moved to approve Consent Item 8 as presented, seconded by PL1 Huber.

No oppositions, no abstentions.

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

Item 11 was an addendum to the regular meeting.

ITEM 11. DISCUSSION – Review and discuss the City's Thoroughfare Plan and recommendations for update.

PL4 Hunt voiced his concern of the current thoroughfare regarding the classification of certain streets, specifically Red Oak Creek. He suggested the appointment of a temporary citizen committee to review the plan and submit recommendation(s) for any updates. Staff will return with an agenda item for committee appointments.

Discussion only. No Action.

STAFF REPORTS were reviewed. Staff was available for questions.

- Department Activity Reports / Discussion
 - Police Department
 - Fire Department
 - Public Works
 - Finance

Chief B. Windham
Chief B. Kennedy
Interim PW Director D. Durham
Accountant L. Harding

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

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

- Administration
 - 1. Monthly Code/Animal Control Reports Code/AC Officer M. Dooly
 - 2. Monthly Municipal Court Report City Secretary P. Woodall

EXECUTIVE SESSION

At 8:18 p.m., Mayor Dormier Council and certain staff convened into Executive Session to discuss the following:

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.

B. Reconvene into Regular (Open) Session

Mayor Dormier and Council reconvened into Regular Session at 9:34 p.m. Mayor Dormier advised that no decisions were made in Executive Session. Motions made in open session followed:

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

PL5 Myers moved to appoint current City Secretary/Interim City Manager Pam Woodall as City Manager effective January 01, salary \$95,000, seconded by PL4 Hunt.

No oppositions, no abstentions.

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

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

Discussion only. No Action.

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

PL4 Hunt moved to appoint Deputy City Secretary Glennell Miller as City Secretary, effective January 01, 2020, seconded by PL1 Huber.

No oppositions, no abstentions.

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

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

- | | |
|--------------------------|---|
| 1. Mayor Dormier | None |
| 2. PL1 Huber | None |
| 3. PL2 Oberg | None |
| 4. Mayor Pro Tem Griffin | Review code enforcement (downtown area) |
| 5. PL4 Hunt | Thoroughfare Committee appointments |
| 6. PL5 Myers | None |

ADJOURNMENT

PL4 Hunt moved to adjourn the meeting of January 13, 2020, seconded by PL1 Huber. There being no further business, Mayor Dormier adjourned the meeting at 9:37 p.m.

ATTEST:

Richard Dormier, Mayor

Pamela Woodall, City Secretary

Approved February 10, 2020

*Citizens forum sheet attached.
Executive Session filed separately.*

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



Place Four Council, Doug Hunt
Place Five Council, Michael Myers
Place Three Council/ Mayor Pro Tem, David Griffin

WELCOME TO THE CITY OF OVILLA CITIZENS FORUM

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

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

DATE: 1-13-2020 PHONE: 214-546-9532
DO YOU RESIDE WITHIN THE CITY LIMITS OF OVILLA? ☒ YES ☐ NO
NAME: Jimmie Wade
ORGANIZATION / DEPARTMENT: _____
ADDRESS: 606 Creekview Ct
CITY / ZIP: Ovilla 75154

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

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

AGENDA ITEM(S) NUMBER: _____

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

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

(Circle one) FOR AGAINST

Comments: _____

Would you be interested in serving on an appointed board or commission of the City of Ovilla?
_____ Yes _____ No

The City Council convenes in regular session on the second Monday of each month at 6:30 P.M. unless otherwise noted. Special meetings may be called as deemed necessary to conduct business of the City.

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

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



Place Four Council, Doug Hunt
Place Five Council, Michael Myers
Place Three Council/ Mayor Pro Tem, David Griffin

WELCOME TO THE CITY OF OVILLA CITIZENS FORUM

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

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

DATE: 11/13/2020 PHONE: 972-217-6768
DO YOU RESIDE WITHIN THE CITY LIMITS OF OVILLA? ☒ YES ☐ NO
NAME: Sheila Domstead
ORGANIZATION / DEPARTMENT: _____
ADDRESS: 111 Meadowwood
CITY / ZIP: Ovilla, TX 75154

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

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

AGENDA ITEM(S) NUMBER: _____

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

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

(Circle one) FOR AGAINST

Comments: I would like for live stream council meetings and board/committee meetings.

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

☒ Yes ☐ No

The City Council convenes in regular session on the second Monday of each month at 6:30 P.M. unless otherwise noted. Special meetings may be called as deemed necessary to conduct business of the City.

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

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



Ovilla City Council

AGENDA ITEM REPORT

Item 1

Meeting Date: February 10, 2020

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☒ YES ☐ NO ☐ N/A

Submitted By: G. Miller, City Secretary

Amount: N/A

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

☒ Accountant ☒ Other:

Attachments:

1. Resolution No. R2020-04
2. Exhibit A – Service Agreement TCAP
3. Exhibit B – Service Agreement Gexa Energy

Agenda Item / Topic:

ITEM 1. *DISCUSSION/ACTION* – Consideration of and action on Resolution No. R2020-04 of the City of Ovilla Texas adopting TCAP'S Professional Services Agreement and GEXA Energy's Commercial Electric Service Agreement for Power to be provided on and after January 01, 2023.

Discussion / Justification:

Background. Texas Coalition for Affordable Power has procured electricity for its members since the beginning of retail electric deregulation in Texas in 2002. In the recent past, it has become evident that the electric market and the mix of available sources and supplies have changed dramatically. While the current electric fixed price/fixed term contract has worked well, TCAP believes that a more optimum program—called Strategic Hedging Program (SHP)— will now be offered to its members. In recent years, the United States has become the world's largest supplier of oil and natural gas, particularly with the development of fracking technology. The DOE production estimate through 2050 shows a well-supplied market and stable price outlook. There has also been a tremendous growth in renewable energy sources such as wind and solar power.

What is SHP? Instead of buying electricity through a fixed price longer term contract, SHP will procure one twelfth of the annual supply each month, two years forward year-to-year. This provides the lowest market pricing to reduce carrying charges and risk premiums that longer term contracts must charge. Pricing will never be out of the market. SHP features an ultra-competitive RFP process of 20+ vetted creditworthy suppliers. At least 4 suppliers will be in each TCAP portfolio at all times. Prices will be known to members well prior to fiscal year budgeting needs. It avoids the "all-in" guess of a single fixed price multi-year deal. It also provides members with twice a year periodic off ramps if a member desires to revert to a traditional fixed price/fixed term contract.

What action needs to be taken and when? In order to prepare for an electric supply contract beyond the 2022, it is necessary for members to have their governmental bodies pass the enclosed resolution to approve the Professional Services Agreement and the Commercial Electricity Service Agreement. The resolution authorizes TCAP to function as a procurer of energy in addition to serving as an agent in negotiating contracts. While SHP is the default option, members may opt out by filling out the Authorized Election Form attached as Exhibit A of the PSA and have a traditional fixed price/fixed term contract post-2022. *However, it is important that members intending to participate*

in SHP do so by September 30, 2020 in order to be included in the monthly auctions beginning in January 2021.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move that Council approve/deny Resolution No. R2020-04 of the City of Ovilla Texas adopting TCAP'S Professional Services Agreement and GEXA Energy's Commercial Electric Service Agreement for Power to be provided on and after January 01, 2023, as presented.

RESOLUTION NO. R2020-04

**RESOLUTION OF THE CITY OF OVILLA, TEXAS
ADOPTING TCAP'S PROFESSIONAL SERVICES
AGREEMENT AND GEXA ENERGY'S COMMERCIAL
ELECTRIC SERVICE AGREEMENT FOR POWER TO BE
PROVIDED ON AND AFTER JANUARY 1, 2023**

WHEREAS, the City of Ovilla is a member of Texas Coalition for Affordable Power, Inc. ("TCAP"), a non-profit, political subdivision corporation of the State of Texas; and

WHEREAS, TCAP has previously arranged for the City to purchase power through Gexa Energy with a contract set to expire December 31, 2022; and

WHEREAS, TCAP has designed a new procurement strategy that will involve TCAP initially committing to purchase power two years in advance of delivery on behalf of its members who desire participation in a Strategic Hedging Program ("SHP") that will involve a series of monthly competitive auctions; and

WHEREAS, TCAP has prepared a Professional Services Agreement ("PSA"), attached as Exhibit A, that, in addition to enumerating services and benefits to members of TCAP, provides TCAP with specific authority to procure power in the wholesale market on behalf of members who choose to participate in the SHP; and

WHEREAS, approval of the PSA is a necessary, but not sufficient, prerequisite to participation in the SHP; and

WHEREAS, the PSA is a relational contract that defines services provided by TCAP to members regardless of whether a member decides to commit to the SHP; and

WHEREAS, the industry-standard retail contract is a Commercial Electric Service Agreement ("CESA") offered by a Retail Electric Provider ("REP"); and

WHEREAS, TCAP has negotiated modifications to the current CESA between the City and Gexa Energy to reflect participation in the SHP; and

WHEREAS, the CESA that will facilitate participation in the SHP effective for power deliveries in and beyond 2023 (attached as Exhibit B) will need to be approved and signed prior to October 1, 2020; and

WHEREAS, the City desires to participate in the SHP.

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

SECTION 1. That the City Manager is authorized to sign Exhibit A, TCAP's Professional Services Agreement, and Exhibit B, Gexa Energy's CESA, and send the agreements to TCAP, 15455 Dallas Parkway, Ste 600, Addison, TX 75001.

PASSED AND APPROVED this tenth day of February, 2020.

MAYOR Pro Tem David Griffin

ATTEST:

City Secretary, G Miller

APPROVED AS TO FORM:

City Attorney, Ron MacFarland

Exhibit A

PROFESSIONAL SERVICES AGREEMENT BETWEEN

CITY OF OVILLA AND TEXAS COALITION FOR AFFORDABLE POWER, INC.

This Professional Services Agreement ("AGREEMENT") is made and entered by and between Texas Coalition for Affordable Power, Inc. ("TCAP"), a non-profit, political subdivision corporation, and City of Ovilla ("MEMBER"), a TCAP member.

SECTION 1 DURATION:

This AGREEMENT becomes effective as of signing by MEMBER and shall remain effective as long as MEMBER is being served by TCAP and MEMBER's electric load included in a current TCAP procurement.

SECTION 2 PURPOSE OF AGREEMENT:

The purpose of this AGREEMENT is to define services and obligations of TCAP to MEMBER and obligations of MEMBER to TCAP and other members. In furtherance of this AGREEMENT, MEMBER will enter into a Commercial Electric Service Agreement ("CESA") with a retail electric provider ("REP") selected by TCAP pursuant to the terms set forth herein; provided that nothing in this AGREEMENT is intended to alter the price or other terms of MEMBER's current CESA in effect through December 31, 2022.

SECTION 3 OBLIGATIONS OF TCAP TO MEMBER:

MEMBER authorizes TCAP to contract for the purchase of energy for MEMBER in the wholesale market from an energy manager selected by TCAP ("Energy Manager") and to select an acceptable, cost-beneficial REP to serve MEMBER's electric accounts. TCAP shall provide procurement services, which services shall consist of securing wholesale power for MEMBER through an alternative procurement strategy, such as TCAP's Strategic Hedging Program ("SHP"), as may be authorized and defined by TCAP's Board of Directors. MEMBER may elect to consider fixed-price, fixed-term offers for wholesale power supply, such election to be communicated to TCAP separately in writing by providing an Authorized Election Form to TCAP, the form of which has been attached to this AGREEMENT as Exhibit A. If MEMBER has provided to TCAP an Authorized Election Form, TCAP's procurement services to MEMBER shall also consist of arranging fixed-price, fixed-term offers to MEMBER following solicitation of competitive offers. TCAP consultants and attorneys will negotiate terms and conditions of all contracts, monitor performance of Energy Managers and REPs, work to avoid and remedy problems that may be encountered by MEMBER where possible, assist MEMBER with wires company issues, and represent MEMBER in energy related matters before State agencies, the courts or legislature. TCAP will provide additional customer services to MEMBER that are defined in SECTION 5.

SECTION 4 OBLIGATIONS AND RIGHTS OF MEMBER:

MEMBER will honor the terms of its CESA and promptly pay or promptly dispute invoices from its REP. MEMBER will comply with the confidentiality and non-disclosure

obligations contained in its CESA and Section 7 of this AGREEMENT. MEMBER will designate one or more individuals to receive notices and updates from TCAP and will promptly update contact information. MEMBER will pay aggregation fees to support the non-profit functions of TCAP assessed annually by the TCAP Board of Directors and recovered as part of the energy charges paid to REP. Also, MEMBER will pay or receive refunds equal to the Quarterly Adjustment and the Annual Adjustment mutually agreed upon by TCAP and the Energy Manager to address certain variable costs and charges, including costs imposed by ERCOT, such payment or receipt of funds subject to the reserve account as further described herein. TCAP members will fund, and TCAP will maintain and administer, a reserve account to facilitate the reconciliation of any Quarterly Adjustments or Annual Adjustments by collecting any excess amounts paid and/or paying any deficient amounts incurred (as possible). The reserve account balance will be maintained at a minimum level to cover anticipated future needs for up to two (2) years. The TCAP Board may vote to refund to members amounts in excess of future anticipated needs. Any monies remaining in the reserve account at the dissolution of TCAP will be refunded to current membership at the time of dissolution. TCAP is owned and controlled by its members and is governed by a Board of Directors consisting of employees or elected officials of members. Consistent with TCAP's Bylaws, each MEMBER has a right to nominate its representative to serve on the Board of Directors and has a right to vote in annual elections of Board members. MEMBER has a right to attend or monitor each Board meeting. TCAP has a financial audit performed each year and MEMBER has a right to a copy of the annual audit upon request.

SECTION 5 TCAP SERVICES TO MEMBER:

A. Procurement of Energy Supplies and REP Services

1. TCAP Procurement Services and Capabilities

TCAP will assist prospective members in reviewing market conditions and in estimating the most price opportune time to contract for energy supplies. TCAP will work with MEMBER to achieve a competitive price that balances supply security and risk tolerance while maintaining superior billing and customer services. As a political subdivision corporation, offering electricity procurement to political subdivisions, TCAP has the ability to procure wholesale energy supplies and REP services separately to secure the most effective combination of competitively priced energy supplies and superior billing and customer services. TCAP may utilize either wholesale or retail sources of power, or some combination of both. TCAP may utilize multiple suppliers with different generation resources. TCAP will solicit bids from multiple sources for energy supplies. TCAP aggregates the load of all members to maximize clout in negotiating contract terms. TCAP's objective in negotiations with suppliers is to continue obtaining favorable terms regarding band widths for annual usage based on total load of all members (rather than based on MEMBER's individual load) and to minimize fees for adding or deleting accounts. TCAP will monitor the wholesale and retail markets for favorable hedging

opportunities. TCAP will also monitor, evaluate and issue requests for proposals for power development opportunities beneficial to its MEMBERS, including renewable projects (each, a “Power Project”).

2. MEMBER Procurement Options

If MEMBER elects a fixed-price contract for a fixed period by submitting an Authorized Election Form, TCAP will function as MEMBER’S agent in the wholesale energy marketplace in soliciting, evaluating and negotiating each such fixed-price contract. Absent an election, MEMBER shall participate in other procurement strategy options offered by TCAP, such as TCAP’s SHP, and TCAP will function as MEMBER’s electric energy procurer. As such, TCAP will (i) oversee the Energy Manager, (ii) will direct the Energy Manager to solicit wholesale energy market quotes, (iii) will cause the Energy Manager to transact at the most favorable executable market quotes and (iv) will negotiate and develop the Energy Price in MEMBER’S CESA (the “CESA Energy Price”). The CESA Energy Price shall be developed and agreed upon by TCAP, the Energy Manager and the REP and shall include the wholesale energy market transactions as well as Energy Manager’s estimate of any non-fixed charges, including zonal congestion charges, ancillaries service charges, and other charges in connection with MEMBER’S load. If MEMBER elects to purchase power from a Power Project solicited and chosen by TCAP via a competitive RFP process (or other similar process), TCAP will function as MEMBER’S electric energy procurer, and will direct the Energy Manager to include the value of the power procured from such projects in the development of MEMBER’S CESA price.

B. Customer and Billing Services Provided by TCAP

1. REP Portal

TCAP consultants oversee the development and presentation of the REP’s portal for TCAP members; the REP will be responsible for operation of the portal. TCAP provides training and assistance regarding portal use.

2. REP Customer Service

TCAP negotiates with the REP regarding service standards and annually reviews REP performance. TCAP maintains a right to replace a REP for unsatisfactory performance without affecting the price of wholesale power, so long as the replacement REP has a credit rating acceptable to the Energy Manager. TCAP continuously monitors customer billings and will alert both the REP and MEMBER, when appropriate, of any billing errors and the adjustments needed to ensure accurate and reliable billings to MEMBER. TCAP will advocate on behalf of MEMBER when needed to resolve billing or customer service issues. TCAP will review customer billings and make MEMBER aware of inactive accounts that MEMBER may be able to disconnect to save monthly charges.

3. TCAP Assistance with Budgets and Required Filings and Assistance with TDSP Issues

TCAP monitors Public Utility Commission (“PUC”) and ERCOT activity and will provide MEMBER a forecast of changes in non-by passable charges that may impact MEMBER’s annual budget estimates. TCAP will prepare an annual electricity cost estimate for MEMBER. TCAP will assist MEMBER in preparation of energy related reports that may be necessary for MEMBER to file in response to legislative or agency mandates. TCAP will assist MEMBER in understanding non-bypassable charges included in REP invoices, and assist in resolving issues caused by errors of MEMBER’S Transmission and Distribution Service Provider (“TDSP” aka “wires company”).

4. Information Services

TCAP maintains a member web site, www.tcaptx.com. In addition to regular blog postings on energy news relevant to MEMBER, TCAP has prepared and posted major reports on the history of deregulation in Texas and a history of ERCOT. TCAP consultants continuously monitor the Nymex gas market, ERCOT energy market, and economic conditions that may affect MEMBER, as well as activities at the PUC and ERCOT. Important trends are noted in consultant reports to the Board of Directors and are attached to Board Minutes. TCAP’s Executive Director prepares and distributes a monthly newsletter and coordinates TCAP activities with various city coalitions and Texas Municipal League (“TML”). The Executive Director monthly newsletters will also include important or trending issues in the energy markets.

5. Demand Response, Distributed Generation and Cost Savings Strategy

TCAP will work with relevant service providers to make available to MEMBER competitive demand reduction programs that facilitate MEMBER’s participation in TDSP and ERCOT cost reduction strategies approved by the PUC. Upon request, TCAP will monitor and evaluate demand reduction program performance metrics. TCAP will assist MEMBER in reviewing, analyzing and developing distributed generation programs that can reduce wires and energy costs and/or provide backup power to specific facilities. TCAP will assist MEMBER in meeting renewable energy goals established by MEMBER, including behind-the-meter solar projects and local wind projects.

6. Regulatory and Legislative Representation

TCAP will provide representation and advocacy services on energy issues relevant to MEMBER in regulatory and legislative areas including, but not limited to, ERCOT stakeholder meetings, PUC projects and dockets, and legislative actions.

7. Strategic Hedging

To the extent that there is sufficient interest and commitment of load of TCAP members within an ERCOT zone, and to the extent MEMBER has not elected a fixed-price contract for a fixed period, MEMBER will perpetually (subject to potential charter or ordinance constraints on length of contracts) commit to two-year participation obligations. MEMBER may terminate participation in the SHP, without energy price penalties and with minimal other termination fees, by providing sufficient notice as set forth herein (Section 6). A SHP price will be determined at least 9 months prior to the effective date of the price by averaging the winning bids from periodic competitive auctions that occur throughout the 24 months preceding the effective date. TCAP will direct Energy Manager to conduct the periodic competitive auctions. TCAP will have the right to audit the auction results. The auction process will be designed to identify competitively priced energy supplies from a variety of creditworthy suppliers, resulting in prices that are rarely, if ever, significantly above prevailing market prices and that should generally be less than pricing for long-term fixed priced contracts (when evaluated from a common contract start date and term). Designed to take advantage of the characteristics of the nation's well supplied energy markets, the SHP will also be flexible enough to respond to market changes when and if they occur in the future. Participation in the SHP may be viewed as a series of 24 -month forward year-to-year contracts for as long as desired by MEMBER. If MEMBER participates in the SHP, MEMBER agrees that TCAP is authorized to direct Energy Manager to procure electric energy in the wholesale market on MEMBER's behalf and that TCAP is authorized to commit MEMBER's load to periodic competitive auctions.

SECTION 6 MEMBER RIGHT OF TERMINATION:

A. Fixed-Term, Fixed-Price Contract

MEMBER may terminate a CESA prior to the end-of-term specified in a contract subject to payment of "Liquidated Damages" prescribed in MEMBER's CESA. If MEMBER commits to a fixed multi-year term, fixed-price contract and wants to terminate the agreement prior to the end of the fixed multi-year term, liquidated damages will be based on the differential in the price of electric energy futures contracts used to support the fixed-price agreement and the price of comparable electric energy contracts at time of termination and shall also include damages prescribed herein and in the CESA, as applicable. If electric energy prices are lower at the point of termination than they were at time of contracting, MEMBER should expect to pay energy price damages upon early termination. In any event, any termination payment will be calculated and assessed in accordance with MEMBER's CESA.

B. Strategic Hedging Program

Since the SHP is based on a series of one-year term contracts, MEMBER is entitled to exit the program so long as notice of termination can be given prior to inclusion of MEMBER's load in the competitive auction process for a future year's price. TCAP will periodically notify MEMBER of expected procurement schedules and provide no less than 90 days

prior notice of any upcoming solicitation, and MEMBER may notify TCAP that it wants to exclude its load from the competitive auction process by giving notice at least 60 days prior to the next procurement date. Termination of involvement in SHP without appropriate notice will require calculation of damages as prescribed by CESA under Edison Electric Institute ("EEI") principles with the intent of making the REP and Energy Manager whole for the termination. Liquidated damages will be based on the differential in the price of electric energy futures contracts used to support the SHP price and the price of comparable electric energy contracts at time of termination and shall also include damages prescribed herein and in the CESA, as applicable. If electric energy prices are lower at the point of termination than they were at time of contracting, MEMBER should expect to pay energy price damages upon early termination. In any event, any termination payment will be calculated and assessed in accordance with MEMBER's CESA.

C. Participation in Power Projects

If MEMBER has chosen to purchase power from a Power Project through TCAP, in accordance with a signed Project Addendum attached to MEMBER'S CESA, MEMBER's termination rights with respect to its commitment to purchase power from the Power Project shall be contained in the Project Addendum.

SECTION 7 CONFIDENTIALITY:

MEMBER is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. If MEMBER receives a valid request under applicable public information laws for information related to this AGREEMENT or its CESA, it shall provide TCAP notice of the request including a description the information sought prior to MEMBER's release of information so that TCAP has the opportunity to determine whether such information is subject to an exception as trade secret, competitive, commercial, or financial information. With the exception of the preceding disclosures pursuant to public information laws, a Party (that party, the "Receiving Party") shall keep confidential and not disclose to third parties any information related this AGREEMENT, except for disclosures to Authorized Parties or as otherwise required by law; and provided that MEMBER authorizes TCAP to provide Energy Manager and REP with any relevant information concerning MEMBER's account, usage and billings. The provisions of this Section 7 apply regardless of fault and survive termination, cancellation, suspension, completion or expiration of this AGREEMENT for a period of two (2) years. "Authorized Parties" means those respective officers, directors, employees, agents, representatives and professional consultants of MEMBER and TCAP and each of their respective affiliates that have a need to know the confidential information for the purpose of evaluating, performing or administering this AGREEMENT.

SECTION 8 PARAGRAPH HEADINGS:

The paragraph headings contained in this AGREEMENT are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs.

SECTION 9 COUNTERPARTS:

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

SECTION 10 DEFINITIONS:

“Annual Adjustment” shall mean either a credit to MEMBER for the over-collection of funds, or a charge to MEMBER for under-collection of funds, related to Power Project settlements, if applicable. For those MEMBERS that participate in SHP, the Annual Adjustment shall also include (i) adjustments related to the loss factor for each specific ERCOT zone and (ii) adjustments related to load reconciliation as determined by TCAP, the Energy Manager and the REP.

“Energy Manager” means the wholesale market participant selected by TCAP to conduct SHP procurements at TCAP’s direction, in accordance with Section 5A and Section 7 of this Agreement. The Energy Manager may sell all or a portion of the required wholesale energy to TCAP or TCAP’s REP.

“Power Project” means a power generation project identified by TCAP to supply electric energy to one or more TCAP Members.

“Project Addendum” means the Addendum for a Power Project, if any, signed and attached as an Exhibit to MEMBER’S CESA.

“QSE Services Fee” means the QSE Services Fee in affect during the Delivery Term, as agreed between TCAP and Energy Manager.

“Quarterly Adjustment” shall mean either a credit to MEMBER for the over-collection of funds, or a charge to MEMBER for under-collection of funds, related to (i) ERCOT zonal congestion charges and (ii) ancillary services charges and other charges imposed by governmental agencies or ERCOT upon wholesale suppliers or REPs under statutes, regulations or courts for services within ERCOT zones. Said charges or refunds will be proportional to MEMBER’s relative contribution to TCAP load within specific ERCOT zones.

“Retail Electric Provider” or “REP” means the Retail Electric Provider that is party to (i) the REP Services Agreement with TCAP and (ii) the CESA between itself and MEMBER for the provision of retail electric service.

“Strategic Hedging Program” or “SHP” means an energy procurement strategy approved by TCAP’s Board of Directors, overseen by TCAP’s designated consultants, and administered by TCAP’s appointed Energy Manager, whereby wholesale energy is solicited and procured at agreed upon intervals, as directed by TCAP.

EXECUTED on this the 10th day of February, 2020.

MEMBER:

By: _____

Printed Name: _____

Title: _____

TCAP:

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

MEMBER'S AUTHORIZED ELECTION FORM

MEMBER hereby grants TCAP Authorization to solicit, evaluate, and select fixed-price, fixed-term power supply offers for the purpose of fixing all or a portion of MEMBER'S Energy Price for all or a portion of MEMBER'S CESA Term, in accordance with the terms below:

Fixed Price Term Start Date: _____

Fixed Price Term End Date: _____

Fixed Price not to exceed \$_____ / MWh

Upon TCAP's selection of a winning fixed-price, fixed-term offer, MEMBER authorizes TCAP to set the Energy Price for MEMBER'S CESA in accordance with MEMBER's CESA and as agreed upon by TCAP, TCAP's Energy Manager, and the REP.

Authorized on this the _____ day of _____, 20____.

MEMBER:

By: _____

Printed Name: _____

Title: _____

COMMERCIAL ELECTRICITY SERVICE AGREEMENT

This Commercial Electricity Service Agreement, including all of the Attachments, Schedules, and Exhibits, which are attached and incorporated (collectively, the "**Agreement**"), is entered into between Gexa Energy, LP ("**Gexa**"), a Texas limited partnership, and City of Ovilla, Texas ("**Customer**"). Gexa and Customer may be referred to individually as a "**Party**" or collectively as the "**Parties**".

SECTION 1: RETAIL ELECTRIC SALES AND SERVICES

1.1 Appointment and Scope. Customer appoints Gexa as its Retail Electric Provider ("**REP**") for the ESI ID(s) served under this Agreement. Customer authorizes Gexa to: (i) act as Customer's REP for all purposes; and (ii) provide the services required of a REP including, without limitation, the procurement, scheduling and delivery of electricity throughout the Term to each of the ESI ID(s) in accordance with the terms set forth in this Agreement, including the Terms and Conditions of Service set forth in Attachment A. Customer's appointment imposes no other duties on Gexa other than those specified in this Agreement and the REP Services Agreement.

1.2 Agreement to Purchase. Customer shall purchase its electricity requirements from Gexa throughout the Term for each of the ESI ID(s) except as otherwise provided. The electricity and services Customer receives from Gexa is for Customer's exclusive proprietary use. Customer alone shall pay for electricity and services provided and for electricity and services Customer fails to take pursuant to its contractual obligations. If Gexa fails to deliver sufficient quantities of electricity to the TDSP for delivery to Customer or fails to schedule the delivery of sufficient quantities of electricity (collectively, a "**Scheduling Failure**") the TDSP is obligated by law and by its tariff to deliver sufficient electricity to satisfy Customer's needs. If a Scheduling Failure occurs, Gexa shall financially settle, at no additional cost or expense to Customer, with its Qualified Scheduling Entity (as defined by ERCOT) for the purchase of electricity necessary to cover the Scheduling Failure.

1.3 Membership in TCAP. Customer is a current member of the Texas Coalition for Affordable Power, Inc. ("**TCAP**"), and has entered into the Professional Services Agreement (the "**PSA**") authorizing the purchase of wholesale energy on behalf of the Customer by TCAP and/or TCAP's Energy Manager. Such wholesale energy purchases will affect the calculation of the Energy Price throughout the Term of this Agreement as described in Section 2. If, at any time during the Term, Customer elects to participate in a Power Purchase Agreement with a project to be developed for TCAP's members, and executes the Project Addendum for such project, then the Project Addendum will be attached hereto as Schedule I. Notwithstanding Customer's TCAP membership status, Customer agrees to fulfill all of its obligations under this Agreement, the PSA and, if applicable, the Project Addendum throughout the Term of this Agreement.

1.4 Term.

(a) Effective Date and Termination Date. Gexa shall provide retail electric service under this Agreement to each ESI ID beginning on the Effective Date and Terminating on the Termination Date, as further defined in this Section 1.4(a) (such period, the "**Term**"). The Effective Date will occur either (i) on the date occurring on or after the Expected Start Date stated in Attachment B on which each such ESI ID is enrolled with Gexa's service for any new customer, or (ii) if Customer is an existing customer then the Expected Start Date is the meter read date following the expiration of the Customer's prior Agreement with Gexa. Gexa shall continue to provide retail electric service to each ESI ID unless or until the Customer gives notice to TCAP and Gexa of its intent to terminate its membership with TCAP ("**Termination Notice**"). The Termination Date will occur on each respective ESI ID meter read date during the last month of the calendar year for which electricity has been purchased on Customer's behalf by either TCAP or the Energy Manager in accordance with the PSA prior to the Termination Notice, except that in no event will the Term exceed beyond December 31, 2037. For avoidance of doubt, the Termination Date for each respective ESI ID shall be the sooner to occur of (i) the meter read date occurring in the last month of the calendar year for which electricity has been purchased by either TCAP or the Energy Manager on behalf of the Customer prior to the Termination Notice or (ii) the meter read date occurring in December 2037. As a result of variations in the timing of the Effective Date described in this Section 1.3 the Term may include a partial calendar month in addition to the number of months set forth in Attachment B, if any.

(b) Delayed Effective Date. Gexa shall use commercially reasonable efforts to cause the Effective Date for each ESI ID to occur on the Expected Start Date. If the Effective Date for an ESI ID occurs more than 20 days after the Expected Start Date, Customer may provide Gexa with evidence of the amount of electricity purchased by Customer from its current REP in connection with that ESI ID during the period on and after the 21st day after the Expected Start Date until the Effective Date (the "**Delayed Effective Date Period**"), and the total amount paid by Customer to its current REP for the electricity it purchased during the Delayed Effective Date Period (the "**Delayed Effective Date Electricity Amount**"). Upon receipt of evidence from Customer Gexa shall calculate and provide Customer a credit against future purchases under this Agreement equal to the positive amount resulting from the following calculation: (a) the Delayed Effective Date Electricity Amount minus (b) the amount that Customer would have paid to Gexa pursuant to this Agreement during the Delayed Effective Date Period for the same amount of electricity purchased by Customer from its

current REP during that period in connection with the affected ESI ID(s); provided, that Gexa shall not be required to provide a credit with respect to any period during a Delayed Effective Date Period where the delay was caused by an event outside of Gexa's control.

(c) Service After Term. If, for any reason, service continues beyond the Term, it will be on a month-to-month basis, and the Agreement will continue in effect for the ESI ID(s) except that the Energy Price will be the greater of: (i) the Energy Price as set forth in Section 2.1 below, or (ii) the aggregate weighted average of the Market Rate (as defined herein) as determined for all of the ESI ID(s), for as long as service continues. If Customer has not switched from Gexa to another supplier at the expiration of the Term, Gexa shall serve Customer at the rate set forth in this Section for a minimum of 60 days. After those 60 days, Gexa may continue to serve Customer or terminate the Agreement and disconnect Customer.

1.5 Modifications to ESI IDs. Gexa shall work with Customer in good faith during the Term to reasonably accommodate and assist Customer with the management of its electricity needs. If at any time during the Term, Customer wants to i) add or delete one or more ESI IDs, ii) otherwise modify the ESI ID information as a result of a decision by Customer to open, close or sell a facility owned or leased by Customer, iii) expand an existing facility, or iv) increase an existing facility's metered load, then Customer shall provide written notice to Gexa of such change ("ESI ID Change Notice"). If such change to the ESI ID is expected to occur prior to the first month of any calendar year for which the Energy Price has been established as of the date of the ESI ID Change Notice, in accordance with Section 2.1 (a) of this Agreement, such notice shall include Customer's election of the "Special Load Threshold," as defined below, which will apply to such change in load. If, in Gexa's reasonable judgment, i) the addition is a separately metered load which does not exceed the applicable Special Load Threshold; or ii) does not result in a net increase in excess of the applicable Special Load Threshold for an existing facility, Gexa shall use commercially reasonable efforts to promptly implement such changes, including providing required notices to ERCOT. If the addition is a separately metered load which exceeds the applicable Special Load Threshold, or results in a net increase in excess of the applicable Special Load Threshold after consideration of any contemporaneous offsetting load decreases, Gexa shall provide service to that ESI ID and shall determine any incremental charge or credit to provide service to any changed ESI IDs. Gexa shall apply such charge or credit to the affected ESI IDs, after such charges have been reviewed by TCAP. "Special Load Threshold" shall mean additional peak demand that is reasonably expected during the first twelve months following commercial operations to exceed, at Customer's election, either (i) 0.25 MW at any time or an annual average load of 0.125 MW or (ii) 1.0 MW at any time or an annual average load of 0.5 MW. Gexa shall make periodic reports regarding changes to the billing status of any ESI ID(s) available to Customer and TCAP. Amendments that add or remove ESI ID(s) as a result of changes made pursuant to this section are incorporated into this Agreement, and are effective on the Effective Date for each ESI ID(s) added to this Agreement or the date that retail electric service for any removed ESI ID(s) ceases or is transferred to another REP.

SECTION 2: RETAIL ELECTRIC ENERGY SERVICE CHARGES

2.1 Energy Price.

(a) If Customer has elected to fix all or a portion of the Energy Price for a fixed term by providing an Authorized Election Form to TCAP in accordance with the PSA, the Energy Price shall equal the fixed price as determined by TCAP in accordance with the PSA, and the Authorized Election Form. Any portion of the Energy Price that is not fixed shall be noted in the Authorized Election Form, and shall be settled with Customer in accordance with Section 2.2 of this Agreement. If Customer has not made such an election, the Energy Price shall be determined in accordance with the PSA, as follows:

- (i) TCAP shall periodically solicit, or direct its designated Energy Manager to solicit, wholesale energy market quotes, and may direct the Energy Manager to transact at the lowest of the market quotes obtained for the purpose of serving customer's load, in accordance with the PSA (each such transacted quote, a "**Wholesale Transaction**").
- (ii) Once TCAP has directed its Energy Manager to enter into Wholesale Transactions sufficient to serve Customer's load for a given calendar year, Energy Manager and TCAP shall establish the Energy Price for that Calendar Year in accordance with those procedures outlined in the PSA, which Customer hereby acknowledges it has reviewed and accepted. TCAP shall set the Energy Price for a given Calendar Year no later than nine (9) months prior to the start of such Calendar Year. If Customer elects to participate in a project and executes the Project Addendum, the Energy Price shall include an estimate of the Project Settlement for each month of the Calendar Year in accordance with the Project Addendum.

(b) For the purposes of Section 3 the Energy Price shall be converted to dollars per kWh.

2.2 Energy Price Adjustments.

- (a) Energy Manager shall have the right to reconcile the revenues received from the Customer with Energy Manager's Supplier Cost on (i) a quarterly basis, by determining the Quarterly Adjustment in the manner specified in the PSA and (ii) on an annual basis, by determining the Annual Adjustment in the manner specified in the PSA. The Quarterly Adjustment and Annual Adjustment may be either a charge or a credit, and shall be collected from or remitted to Customer, as appropriate, in the manner specified in the PSA.
- (b) TCAP and Energy Manager may mutually agree to fix certain component charges comprising Customer's Energy Price for a given Calendar Year, if TCAP determines that fixing these charges is likely to benefit Customer. Charges that are fixed by TCAP and Energy Manager for a given Calendar Year shall not be included in the calculation of either the Quarterly Adjustment or the Annual Adjustment for such Calendar Year, in accordance with the PSA.

2.3 Additional Pass-Through Charges. Gexa shall pass through and identify separately on Customer's bill with no mark-up Delivery Charges, Non-Recurring Charges, or Taxes that are not included in the Energy Price(s). All charges are exclusive of Taxes. Pass-Through charges may include charges related to amounts owed to Gexa and/or Wholesale Supplier in accordance with Section 1.3.

2.4 Tax Exempt Status. Customer shall provide Gexa with all required exemption certificates if Customer is exempt from paying any Taxes. Gexa shall not recognize an exemption without the exemption certificates and shall not be required to refund or credit previously paid Taxes unless the taxing entity sends the refund to Gexa. Gexa shall, however, assign to Customer any applicable claims for refund.

SECTION 3: BILLING AND PAYMENT

3.1 Billing and Payment. Gexa shall invoice Customer's accounts on a monthly basis and shall bill Customer on a consolidated basis for all ESI IDs upon Customer's request. Gexa shall provide a summary bill for all accounts and detailed information for each account. Customer shall remit payment within 30 days of receiving the invoice. Gexa shall base the invoice amount on actual data provided by ERCOT and the TDSP. If ERCOT or the TDSP does not provide actual data in a timely manner, Gexa shall use estimated data to calculate the invoice and, upon receipt of actual data, reconcile the charges and adjust them as needed in subsequent invoices.

3.2 Project Settlement Agent Services. Gexa shall remit the total Project Settlement to the Project on a monthly basis, in accordance with the REP Services Agreement.

3.3 Late Penalties, Interest on Overdue Payments, Invoice Disputes. If Customer fails to remit all undisputed amounts on or before the due date, interest will accrue on any due and unpaid amounts from the due date at a rate of one percent per month, or the highest rate permitted by law, whichever is less. If Customer disputes a portion of an invoice it shall provide Gexa a written explanation specifying the amount in dispute and the reason for the dispute within 20 days of the invoice date. If Customer does not provide timely notice, Customer shall owe all amounts by the due date. Notwithstanding the above, if Customer notifies Gexa of a disputed invoice, regardless of whether Customer has already paid the invoice, Gexa shall make records in its possession that are reasonably necessary for Customer to determine the accuracy of the invoice available to Customer during normal business hours; provided, however that neither party may request an adjustment or correction of an invoice unless written notice of such dispute is given within twelve months after the due date of such invoice; provided further, that such twelve month limit does not apply in the case of TDSP meter tampering charges first billed to Gexa that prevent Gexa from reasonably adjusting invoices prior to the twelve month period. In all cases, Gexa and Customer shall use good faith efforts to resolve disputes. In the event the Parties are unable to resolve a dispute within ten days of the notice date, either Party may begin legal proceedings to seek resolution. Any amounts determined owed shall be paid within three days after a decision.

3.4 Aggregator Fees. Pursuant to the REP Services Agreement between Gexa and TCAP, Gexa is obligated to pay TCAP an amount determined by multiplying a TCAP Aggregation Fee by the volume consumed in association with the ESI IDs (the "Aggregator Fee"). Customer shall pay the Aggregator Fee. The initial TCAP Aggregation Fee is \$0.001 per kWh, however, it may be changed by the TCAP Board of Directors at any time. Gexa shall state the Aggregator Fee as a separate line item on the Customer's bill.

3.5 Billing Guarantee. Gexa shall issue an invoice based on actual or estimated usage to Customer for every ESI ID at least one time per month. If, for reasons other than Force Majeure, Gexa fails to invoice an ESI ID within 120 days of any scheduled meter read, Gexa irrevocably waives its right to invoice Customer for any energy consumed at that ESI ID for the meter read cycle that should have been invoiced, unless not less than 10 days prior to the expiration of such 120 day period, Gexa provides Customer with a written explanation of the circumstances that prevent Gexa from issuing that invoice and the expected time by which an invoice can be issued. In such event, Customer and Gexa shall determine a reasonable extension period, not to exceed 30 days, within which an invoice will be issued. Gexa shall adjust or true-up each invoice no more than twice and Gexa shall issue such adjustments within 210 days of the initial issue date. Notwithstanding the foregoing, Gexa may issue an invoice or partial invoice arising from meter tampering charges without limitation and within a reasonable time after first billed to Gexa by the TDSP.

SECTION 4: CUSTOMER INFORMATION, CREDIT AND DEPOSITS

4.1 Customer Information. By entering into this Agreement and appointing Gexa as Customer's agent for electricity service, Customer authorizes Gexa to obtain certain information that Gexa may need to provide Customer's electric service, including Customer's address, telephone number, account numbers, historical usage information, and historical payment information from Customer's TDSP, and Customer further authorizes its TDSP to release that information to Gexa.

4.2 Deposits and Other Security. A Party (the "**Requesting Party**") may require the other Party (the "**Providing Party**") to provide a deposit (or additional deposit if an initial deposit was also required), letter of credit, or other form of credit assurance reasonably acceptable to the Requesting Party (collectively, "**Performance Assurance**") during the Term of this Agreement if: (i) the Requesting Party determines in its reasonable discretion that there has been a material adverse change in the Providing Party's or its guarantor's (if applicable) credit status or financial condition (which, if applicable, will mean that its credit or bond rating has dropped lower than BBB- by Standard & Poor's Rating Group or Baa3 by Moody's Investor Services or ceases to be rated by either of these agencies); or (ii) Customer has been delinquent in paying the electric bill by more than seven days more than twice during the past twelve months. Any Performance Assurance, less any outstanding balance owed by Providing Party to the Requesting Party, will be returned to the Providing Party once the Providing Party's or its guarantor's (if applicable) credit or financial condition becomes satisfactory or, if applicable, to a credit or bond rating of BBB- or Baa3 or higher, whichever occurs earlier; or, if the Performance Assurance relates to delinquent payments, the Providing Party has paid all outstanding balances and has made all payments within the dates set forth in this Agreement for a period of six consecutive months.

SECTION 5: EARLY TERMINATION; DAMAGES

5.1 Cancellation by Customer for Insufficient Appropriations. If, during Customer's annual appropriations determination, the applicable governmental authorities do not allocate sufficient funds to allow Customer to continue to perform its obligations under this Agreement (an "**Appropriations Failure**"), then Customer or Gexa shall have the right to terminate this Agreement in full or as to any affected ESI ID upon 30 days advance written notice effective at the end of the period for which appropriations are made; provided, that if appropriations are subsequently allocated for electricity for the ESI IDs covered by this Agreement, then the termination may be revoked at Gexa's option and those appropriations shall continue to apply to this Agreement and shall not be used for an electricity supply agreement with another REP. Upon a termination of this Agreement for Appropriations Failure, in full or as to any ESI ID(s), Customer shall pay all amounts due Gexa under this Agreement, including the Customer Early Termination Damages.

5.2 Customer Early Termination Damages. Except in connection with the closure of a facility associated with an ESI ID pursuant to Section 1.4, in connection with a Force Majeure Event, or as otherwise provided or excused in this Agreement, if Customer cancels this Agreement before the end of the Term and refuses to accept electric supply delivery from Gexa for any ESI ID(s), Gexa may charge Customer early termination damages equal to the sum of (a) the Retail Termination Payment, (b) the QSE Services Termination Payment, (c) the Quarterly and Annual Adjustment Payment, and (d) the Wholesale Transaction Termination Payment, as each of these terms are defined below (the sum total of these, the "**Customer Early Termination Damages**"). The "**Retail Termination Payment**" shall equal the product of (a) the Expected Usage for each ESI ID subject to Customer's cancellation or refusal of electric supply delivery ("**Customer Terminated Usage**") multiplied by (b) the sum of (i) the Aggregator Fee and (ii) the REP Services Fee specified in the REP Services Agreement. The "**QSE Services Termination Payment**" shall equal the product of (a) the Customer Terminated Usage grossed up for losses multiplied by (b) the QSE Services Fee, as defined in the PSA. The "**Quarterly and Annual Adjustment Payment**" shall be calculated by the Energy Manager in accordance with the PSA, and shall include any Quarterly and Annual Adjustment amounts for electricity provided to the Customer under this Agreement prior to the termination of this Agreement, which have not yet been charged or credited to Customer, as appropriate. For avoidance of doubt, the Quarterly and Annual Adjustment Payment may be either a charge or a credit to Customer, as calculated in accordance with the PSA. If the Customer Early Termination Damages are charged due to an Event of Default by Customer, then the Customer Early Termination Damages will also include Gexa's reasonable costs relating to the determination and collection of Customer Early Termination Damages, including attorney and consultant fees incurred. The provisions in Section 3 related to Billing and Payment apply to the billing, due date, and collection of Customer Early Termination Damages. Customer agrees that Customer Early Termination Damages are a reasonable estimate of the damages due Gexa for failure to accept electric supply, and are not punitive in nature.

5.3 Termination for Wholesale Supply Failure. If, during the Term, the Wholesale Transactions are terminated as a result of a default by the Energy Manager ("**Wholesale Supply Failure**"), then this Agreement will also terminate effective on the date the Wholesale Agreement terminates. In the event of a termination for Wholesale Supply Failure, Gexa shall pay Customer a Wholesale Termination Payment if required by Section 5.5.

5.4 Gexa Early Termination Damages. Except for a Wholesale Supply Failure, a Force Majeure Event, or as otherwise provided or excused in this Agreement, if Gexa cancels this Agreement and refuses to provide electric supply delivery to Customer for any or all ESI ID(s), Customer shall have the right to charge Gexa an early termination penalty equal to the amount determined as follows: the product of (i) the Expected Usage for each ESI ID subject to Gexa's cancellation or refusal of electric supply delivery ("**Gexa Terminated Usage**") multiplied by (ii) the REP Services Fee

specified in the REP Services Agreement (that result the "**Gexa Early Termination Damages**"). If the Gexa Early Termination Damages are charged due to an Event of Default by Gexa, then the Gexa Early Termination Damages will also include Customer's reasonable costs relating to the determination and collection of Gexa Early Termination Damages, including attorney and consultant fees incurred. Gexa agrees the Gexa Early Termination Damages are a reasonable estimate of the damages due Customer for failure to deliver electric supply, and are not punitive in nature.

5.5 Wholesale Transaction Termination Payment. If the Wholesale Transactions are terminated then Gexa shall calculate the portion of the termination payment paid under each Wholesale Transaction attributable to Customer's load. The termination payment under each Wholesale Transaction shall be calculated by subtracting the Wholesale Supplier's actual cost for the portion of the Wholesale Transaction still outstanding for the remainder of the Term from the current market value of comparable electric energy futures contracts. Energy Manager, in its sole discretion, shall determine the current market value of a comparable electricity futures contract within three (3) business days of the termination of a Wholesale Transaction, and shall be either (i) the value of the Wholesale Transaction actually sold to a third-party market participant or (ii) a third-party market quote for a comparable electricity energy future contracts. Energy Manager shall sum Customer's prorata share of each termination payment for each Wholesale Transaction attributable to Customer's Load to determine a total Wholesale Transaction Termination Payment under this Agreement (the "**Wholesale Transaction Termination Payment**"). Customer or Gexa shall pay the Wholesale Transaction Termination Payment to the other, as appropriate, in the manner described below and without regard to who is a defaulting party. If the Wholesale Transaction Termination Payment is negative, Customer shall pay Gexa the Wholesale Transaction Termination Payment. If the Wholesale Transaction Termination Payment is positive, Gexa shall pay Customer the Wholesale Transaction Termination Payment. To the extent a termination payment due from Gexa to the Energy Manager is adjusted in Gexa's account to reflect the full benefit of TCAP transacting with a replacement REP, Gexa shall make corresponding adjustments to the Wholesale Transaction Termination Payment on a pro-rata basis. Gexa shall remit a Wholesale Transaction Termination Payment due Customer, within 30 days of Gexa receiving the payment from the Energy Manager. Customer shall remit a Wholesale Transaction Termination Payment due Gexa within 30 days of Gexa's invoice. Gexa shall use commercially reasonable efforts to collect Termination Payments from the Energy Manager that include amounts due Customer.

SECTION 6: NOTICES AND PAYMENT

6.1 General Notice. Except as otherwise required by Applicable Law, all notices are deemed duly delivered if hand delivered or sent by United States, prepaid first class mail, facsimile, or by overnight delivery service. Notice by facsimile or hand delivery is effective on the day actually received, notice by overnight United States mail or courier is effective on the next business day after it is sent, and notice by U.S. Mail is effective on the second day after it is sent. The Parties shall send notices to the addresses below or any other address one Party provides to the other in writing:

- a. If to Customer:
City of Ovilla
105 S. Cockrell Hill Rd.
Ovilla, TX 75154
- b. If to Gexa:
Gexa Energy, LP
20455 State Highway 249, Suite 200
Houston, Texas 77070

6.2 Payments. The Parties shall send payments to the addresses below or any other address one Party provides to the other in writing:

- a. If to Customer:
City of Ovilla
105 S. Cockrell Hill Rd.
Ovilla, TX 75154
- b. If to Gexa:
Gexa Energy, LP
20455 State Highway 249, Suite 200
Houston, Texas 77070

SECTION 7: DEFINITIONS

7.1 Definitions. In addition to terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, capitalized terms have the meanings set forth in this Section 7.1. All other capitalized terms not otherwise defined shall have the meanings given them in the following documents, with any conflicting definitions contained in those documents applied in the following order: PURA, the PUCT Substantive Rules, and the ERCOT Protocols.

1. **"Actual Usage"** means the actual amount of electric energy (in kWh) used at the ESI ID(s) as determined by the TDSP.
2. **"Delivery Charges"** means those charges or credits from the TDSP pursuant to its tariff, including, but not limited to: Transmission and Distribution Charges, System Benefit Fund Charge, Nuclear Decommissioning Charge, Competitive Transition Charge, Standard Customer Metering Charge, Customer Charge, Merger Savings and Rate Reduction Credit, Excess Mitigation Credit and Utility Imposed Reactive Power Charges.
3. **"EEI Master Agreement"** mean an EEI Master Agreement between Gexa and the Energy Manager governing the Wholesale Transactions entered into by the Energy Manager in accordance with Section 2.1 and transferred by the Energy Manager to Gexa.
4. **"Effective Date"** means the date of the first meter reading of an ESI ID provided to Gexa by the TDSP after the TDSP and ERCOT shall have timely performed any required enrollment and cancellation procedures necessary to switch Customer's REP to such ESI ID to Gexa.
5. **"Electricity Related Charges"** means, unless noted otherwise: Ancillary Services Charge, Congestion, ERCOT Administrative Fee, Delivery Loss Charge, Transmission Loss Charge, Renewable Energy Credit Charge, Residential Energy Credit Charge, Unaccounted For Energy Charge, Qualified Scheduling Entity Charge, Imbalance Settlement Charge.
6. **"Energy Manager"** means the wholesale market participant designated by TCAP to perform the services described in the PSA.
7. **"Energy Price(s)"** means the rates per unit of measure specified in Section 2.1 and includes all Electricity Related Charges.
8. **"ERCOT"** means the Electric Reliability Council of Texas.
9. **"ERCOT Protocols"** means the document adopted, published, and amended from time to time by ERCOT, and initially approved by the PUCT, to govern electric transactions in the ERCOT Region, including any attachments or exhibits referenced in the document, that contains the scheduling, operating, planning, reliability, and settlement policies, rules, guidelines, procedures, standards, and criteria of ERCOT, or any successor document thereto.
10. **"ESI ID(s)"** means the Electric Service Identifiers for the property service addresses identified on Attachment B to this Agreement or if Customer is an existing Gexa customer then the list of service addresses currently served by Gexa, as such list may be modified from time to time as provided in Section 1.4.
11. **"Expected Usage"** means either the amount stated in Attachment B calculated for the remaining Term, or if no amounts are stated or Customer is an existing Gexa customer then the average actual monthly Customer energy usage from the comparable month from the previous year (or if an average cannot be computed due to limited service by Gexa or other circumstances, an average monthly usage as is reasonably determined by Gexa) times the number of months remaining in the Term as outlined in Section 1.4.
12. **"kWh"** means kilowatt hour.
13. **"LMP" or "Locational Marginal Price"** means the price calculated for the applicable trading hub pursuant to the ERCOT Protocols.
14. **"Market Rate"** means 135% of the load-weighted average of the hourly LMPs at the corresponding load zone, as determined for any delivery period.
15. **"Nodal Market"** means the implementation of wholesale market design by ERCOT with locational marginal pricing for resources.
16. **"Nodal Congestion"** means the positive difference in price between the real-time settlement point price as determined by ERCOT for the trading hub and the real-time settlement point price as determined by ERCOT for the load zone associated with the customer Facilities.

17. **"Non-Recurring Charges"** means any charges imposed by the TDSP or other third parties on a non-recurring basis for services, repairs or additional equipment needed for Customer's electric service.

18. **"PUCT"** means Public Utility Commission of Texas.

19. **"Project Settlement Payment"** means the Project Settlement Payment as defined in the Project Addendum, attached as Schedule I to this Agreement.

20. **"QSE Services Fee"** means the fee owed from Customer to Gexa, and remitted from Gexa to Energy Manager, for QSE Services performed by Energy Manager for the Term, as mutually agreed between TCAP and Energy Manager, the Customer having authorized TCAP to negotiate such fee on behalf of Customer in the PSA. The QSE Services Fee shall be included in the Energy Price for the Term.

21. **"REP Services Agreement"** means the REP Services Agreement currently in effect during the Term, as amended from time to time, between Gexa and TCAP.

22. **"REP Services Fee"** means the fee owed from Customer to Gexa, for REP services rendered during the Term, as mutually agreed between TCAP and Gexa, the Customer having authorized TCAP to negotiate such fee on behalf of Customer in the PSA. The REP Services Fee shall be included in the Energy Price for the Term.

23. **"Taxes"** means all taxes, assessments, levies, duties, charges, fees and withholdings of any kind levied by a duly-constituted taxing authority and all penalties, fines, and additions to tax, and interest thereon that are directly related to the services provided under this Agreement, but does not include the System Benefit Fund fee and fees and charges imposed by ERCOT. By way of example only, Taxes includes: Sales Tax, Miscellaneous Gross Receipts Tax, PUCT Assessment Fees and Franchise Fees.

24. **"TCAP"** means Texas Coalition for Affordable Power, an aggregation pool of governmental and other entities organized and administered by TCAP of which Customer is a member for the ESI IDs.

25. **"TDSP" or "Transmission and Distribution Service Provider"** means an entity regulated by the State of Texas, which transmits or distributes electric energy.

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Attachments:

Attachment A

Attachment B (for new TCAP Customers only)

Terms and Conditions of Service

Offer Sheet (ESI ID list and Expected Start Date)

CUSTOMER: City of Ovilla	GEXA: Gexa Energy, LP, By its General Partner Gexa Energy GP, LLC
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

Terms and Conditions of Service

Attachment A

These Terms and Conditions of Service form an integral part of the Commercial Electricity Service Agreement between Customer and Gexa. In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, capitalized terms have the meanings set forth in Section 7.1 of this Agreement. Customer should thoroughly review the entire Agreement, including these Terms and Conditions of Service, before executing this Agreement.

A. REPRESENTATIONS AND WARRANTIES

A.1 Customer's Representations and Warranties. As a material inducement to entering into this Agreement, Customer represents and warrants to Gexa as follows: (a) it is a duly organized entity and is in good standing under the laws of Texas; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate the terms or conditions of contracts it is party to or laws applicable to it; (c) performance of this Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of contracts it is party to; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Customer will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of contracts it is party to or laws applicable to it; (e) this Agreement is a legal, valid, and binding obligation of Customer enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain the same may be pending; (f) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; (g) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any government authority that could materially adversely affect its ability to perform the Agreement; and (h) as of the Effective Date and throughout the Term, there is no other contract for the purchase of electricity by Customer for the ESI ID(s), or, if such a contract presently exists, that it will terminate prior to delivery under this Agreement.

A.2 Gexa's Representations and Warranties. As a material inducement to entering into this Agreement, Gexa represents and warrants to Customer as follows: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform the Agreement; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate the terms or conditions of its governing documents or contracts it is party to or any laws applicable to it; (c) performance of the Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of its governing documents or contracts it is party to; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Gexa will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of its governing documents, contracts it is party to, or laws applicable to it; and (e) the Agreement constitutes a legal, valid, and binding obligation of Gexa enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain the same may be pending.

A.3 Forward Contract. (i) This Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"); (ii) Gexa is a forward contract merchant; and (iii) either Party is entitled to the rights under, and protections afforded by, the Code.

B. DISCLAIMERS OF WARRANTIES; LIMITATION OF LIABILITIES

B.1 LIMITATIONS OF LIABILITY. LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR AS OTHERWISE PROVIDED, ARE LIMITED TO DIRECT ACTUAL DAMAGES. GEXA IS NOT LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES OR LOSS OF REVENUES OR PROFIT. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. EXCEPT FOR (a) THE GEXA EARLY TERMINATION DAMAGES DUE IF GEXA DEFAULTS, (b) THE CUSTOMER EARLY TERMINATION DAMAGES DUE IF CUSTOMER DEFAULTS, AND (c) THE WHOLESALE TRANSACTION TERMINATION PAYMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF ALL DOLLARS PAID BY CUSTOMER TO GEXA (IF CUSTOMER) OR RECEIVED BY GEXA (IF GEXA) PURSUANT TO THIS AGREEMENT. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

B.2 Duty to Mitigate. Each Party shall mitigate damages and use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance.

B.3 WAIVER OF CUSTOMER PROTECTION RULES AND CONSUMER RIGHTS. THE PARTIES FURTHER ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES ADOPTED BY THE PUBLIC UTILITY COMMISSION (AS CONTAINED IN ITS SUBSTANTIVE RULES 25.471 ET SEQ.) ("CUSTOMER PROTECTION RULES") THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES DO NOT APPLY TO THIS AGREEMENT. EXCEPT AS SET FORTH IN THIS SECTION, CUSTOMER EXPRESSLY WAIVES THE CUSTOMER PROTECTION RULES THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. CUSTOMER FURTHER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES--CONSUMER PROTECTION ACT, SECTION 17.41, ET. SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS

SPECIAL RIGHTS AND PROTECTIONS. CUSTOMER REPRESENTS AND WARRANTS TO GEXA THAT: (a) CUSTOMER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION IN RELATION TO GEXA; (b) CUSTOMER IS REPRESENTED BY LEGAL COUNSEL THAT WAS NEITHER DIRECTLY NOR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY GEXA; AND (c) CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER AFTER CONSULTATION WITH ITS LEGAL COUNSEL.

B.4 UCC/Disclaimer of Warranties. The electricity delivered is a "good" as that term is understood in the Texas B&CC (UCC §2.105). The Parties waive the UCC to the fullest extent allowed by law and the UCC requirements do not apply to this Agreement, unless otherwise provided. If there is a conflict between the UCC and this Agreement, this Agreement controls. Neither Party controls nor physically takes possession of the electric energy prior to delivery to Customer's ESI ID(s). Therefore, neither Party is responsible to the other for any damages associated with failure to deliver the electric energy, nor for damages it may cause prior to delivery to Customer's ESI ID(s). Once the electric energy is delivered to Customer's ESI ID(s) it is deemed in possession and control of Customer. ELECTRICITY SOLD UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARDS OF THE APPLICABLE LOCAL DISTRIBUTION UTILITY AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. GEXA MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND GEXA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GEXA EXPRESSLY NEGATES ALL OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF WARRANTY WITH RESPECT TO CONFORMITY, TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

B.5 Force Majeure. Gexa shall make commercially reasonable efforts to provide electric service, but does not guarantee a continuous supply of electricity. Gexa does not generate electricity nor does it transmit or distribute electricity. Causes and events out of the control of Gexa and Customer ("Force Majeure Event(s)") may result in interruptions in service or the ability to accept electricity. If either Party is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then the obligations of the affected Party (other than the obligation to pay any amounts owed to Gexa that relate to periods prior to the Force Majeure Event) are suspended to the extent made necessary by such Force Majeure Event. Therefore, neither Party is liable to the other Party for damages caused by Force Majeure Events, including acts of God, acts of, or the failure to act by, any governmental authority (including the PUCT or ERCOT and specifically including failure by ERCOT to make Customer meter read data available), accidents, strikes, labor troubles, required maintenance work, events of "force majeure" or "uncontrollable force" or a similar term as defined under the applicable transmission provider's tariff, inability to access the local distribution utility system, non-performance by the supplier or the local distribution utility, changes in laws, rules, or regulations of any governmental authority (including the PUCT or ERCOT) that would prevent the physical delivery of energy to Customer's facilities, or any cause beyond such Party's control. The Parties agree that Appropriations Failures and Scheduling Failures are not Force Majeure Events.

C. CONFIDENTIALITY AGREEMENT

C.1 Confidentiality. Customer is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. If Customer receives a valid request under applicable public information laws for information related to this Agreement, it shall provide Gexa notice of the request including a description of the information sought prior to Customer's release of information so that Gexa has the opportunity to determine whether such information is subject to an exception as trade secret, competitive, commercial, or financial information. With the exception of the preceding disclosures pursuant to public information laws, a Party (that party, the "Receiving Party") shall keep confidential and not disclose any to third parties Confidential Information which is disclosed to the Receiving Party by the other Party (that party, the "Disclosing Party") except for disclosures to Authorized Parties or as required by law. "Confidential Information" means information in written or other tangible form which is marked as "Confidential" when it is disclosed to the Receiving Party, except that Confidential Information shall not include information which (i) is available to the public, (ii) becomes available to the public other than as a result of a breach by the Receiving Party of its obligations hereunder, (iii) was known to the Receiving Party prior to its disclosure by the Disclosing Party, or (iv) becomes known to the Receiving Party thereafter other than by disclosure by the Disclosing Party. The provisions of this Section apply regardless of fault and survive termination, cancellation, suspension, completion or expiration of this Agreement for a period of two (2) years. Customer authorizes Gexa to provide TCAP with all information requested by TCAP about Customer's account and billings. "Authorized Parties" means those officers, directors, employees, agents, representatives and professional consultants of the Parties, and of the Parties' affiliates, that have a need to know the Confidential Information for the purpose of evaluating and performing this Agreement.

D. DEFAULT AND REMEDIES

D.1 Events of Default. An event of default ("Event of Default") means: (a) the failure of Customer to make, when due, any payment required under this Agreement for any undisputed amount if that payment is not made within fifteen (15) business days after receipt of written notice (facsimile or electronic mail are valid forms of notice for this paragraph) from Gexa; or (b) any representation or warranty made by a Party proves to be false or misleading in any material respect; (c) except as provided in clause (a) above or otherwise in this section D.1, the failure of any Party to perform its obligations under this Agreement and that failure is not excused by Force Majeure and remains uncured following 20 business days written notice of the failure; (d) the defaulting Party (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) files a petition or otherwise commences, authorizes or acquiesces to a bankruptcy proceeding or similar proceeding for the protection of creditors, or has such a petition filed against it and that petition is not withdrawn or dismissed within 20 business days after filing; or (iii) otherwise becomes insolvent; or (iv) is unable to pay its debts when due; or (v) fails to establish, maintain or extend Credit in form and in an amount acceptable to Gexa when required; or (e) the Wholesale Transaction is terminated due to a default by Gexa under CESAs with other TCAP members or due to a default by the Energy Manager under the

Wholesale Transaction. If an Event of Default listed in subsection (d) of this Section occurs, it is deemed to have automatically occurred prior to such event.

D.2 Remedies upon an Event of Default. If an Event of Default occurs and is continuing, upon written notice to the defaulting Party, the non-defaulting Party may (a) commence an action to require the defaulting Party to remedy such default and specifically perform its duties and obligations in accordance with the Agreement; (b) exercise any other rights and remedies it has at equity or at law, subject to the Agreement's Limitations of Liabilities; and/or (c) suspend performance; provided, however, that suspension shall not continue for longer than ten (10) Business Days unless the non-defaulting Party has declared an early termination with proper notice. If Customer is responsible for an Event of Default and fails to cure within ten (10) days of written notice (such additional cure period does not apply to default for non-payment), in addition to its other remedies, Gexa may (i) terminate this Agreement; and (ii) charge Customer the Customer Early Termination Penalty pursuant to Section 5 of this Agreement. Notwithstanding the above, Gexa shall not disconnect or order disconnection of service to Customer unless the following events have all occurred: (1) Customer has an Event of Default for nonpayment under Section D.1(a) above, (2) Gexa gives Customer a ten (10) day written disconnection notice; and (3) Customer does not pay all undisputed outstanding payments owed by the end of the ten (10) day notice period. .

E. MISCELLANEOUS PROVISIONS

E.1 Disclaimer. This Agreement does not constitute, create, or otherwise recognize the existence of a joint venture, association, partnership, or other formal business entity of any kind among the Parties and the rights and obligations of the Parties are limited to those set forth in this Agreement.

E.2 Headings. The descriptive headings of the Articles and Sections of this Agreement are inserted for convenience only and are not intended to affect the meaning, interpretation or construction of this Agreement.

E.3 Waiver. Except as otherwise provided, failure of a Party to comply with an obligation, covenant, agreement, or condition may be waived by the other Party only in a writing signed by the Party granting the waiver, but that waiver does not constitute a waiver of, or estoppel with respect to a subsequent failure of the first Party to comply with that obligation, covenant, agreement, or condition.

E.4 Assignment. Except as provided in the REP Services Agreement, Customer shall not assign this Agreement, in whole or in part, or any of its rights or obligations pursuant to the Agreement without Gexa's prior written consent, which shall not be unreasonably withheld. Gexa may withhold consent if a proposed assignee fails to be at least as creditworthy as Customer as of the Effective Date. Gexa may: (a) transfer, sell, pledge, encumber or assign the revenues or proceeds of this Agreement in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to a Gexa affiliate with operating capability and financial condition substantially similar to Gexa; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Gexa with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement; and/or (d) transfer or assign this Agreement to a certified REP with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement. In the case of (b), (c), or (d), any such assignee shall agree in writing to be bound by these Terms and Conditions of Service, and upon assignment, Gexa shall have no further obligations under this Agreement. Gexa shall not assign the Agreement to a non-affiliated entity (including its guarantor) that has a credit rating lower than BBB- without the prior written consent of TCAP, which shall not be unreasonably withheld.

E.5 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies on any person or party other than the Parties, their successors and permitted assigns; except that the Parties recognize that TCAP is entitled to receive the Aggregator Fee .

E.6 Severability. If a provision of this Agreement is held to be unenforceable or invalid by a court or regulatory authority of competent jurisdiction, the validity and enforceability of the remaining provisions are unaffected by that holding, and the Parties shall, to the extent possible, negotiate an equitable adjustment to the provisions of this Agreement in order to preserve the original intent and purpose of this Agreement.

E.7 Entire Agreement; Amendments. This Agreement constitutes the entire understanding between the Parties, and supersedes any and all previous understandings, oral or written, with respect to the subjects it covers. This Agreement may be amended only upon the mutually signed, written agreement of the Parties.

E.8 Further Assurances. The Parties shall promptly execute and deliver, at the expense of the Party requesting such action, any and all other and further instruments and documents which are reasonably requested in order to effectuate the transactions contemplated in this Agreement.

E.9 Emergency, Outage and Wire Service. In the event of an emergency, outage or service need, Customer shall call the TDSP for the service area of the ESI ID experiencing the emergency, outage or service need.

E.10 Customer Care. Customer may contact Gexa Customer Care if Customer has specific comments, questions, disputes, or complaints toll free at 1-866-961-9399, Monday to Friday 7:00 a.m. – 8:00 p.m. CST and Saturday from 8:00 a.m. – 2:00 p.m.. Gexa shall assist and cooperate with Customer regarding communications with a TDSP relating to service to any ESI ID served by Gexa under this Agreement.

E.11 Governing Law.

a. This Agreement is governed by and construed and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas, without regard to the State of Texas conflict of laws provisions.

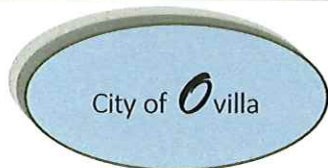
b. All disputes between the Parties under this Agreement which are not otherwise settled will be decided by a court of competent jurisdiction in Harris County, Texas, and the Parties submit to the jurisdiction of the courts of the State of Texas and the Federal District Courts in Houston, Harris County, Texas. All disputes are governed under the laws of the State of Texas.

c. Subject to the provisions of E.11.a. above, this Agreement is subject to, and in the performance of their respective obligations under this Agreement the Parties shall comply with, all applicable federal, state and local laws, regulations and requirements (including the rules, regulations and requirements of quasigovernmental and regulatory authorities with jurisdiction over the Parties, including ERCOT) (collectively, "Applicable Law").

E.12 No Presumption Against Drafting. Both Parties contributed to the drafting of this Agreement. The rule of construction that any ambiguity is construed against the party who drafted this Agreement does not apply to this Agreement.

E.13 Counterparts; Facsimile Copies. This Agreement may be executed in counterparts, all of which constitute one and the same Agreement and each is deemed an original. A facsimile copy of either Party's signature is considered an original for all purposes, and each Party shall provide its original signature upon request.

E.15 Offer for Electric Service; Refusal of Service. This Agreement, including these Terms and Conditions of Service, constitute an offer for electric service, and is expressly conditioned on acceptance of this Agreement by Gexa. Gexa may refuse to provide electric service to Customer subject to the requirements of Applicable Law.



Ovilla City Council

AGENDA ITEM REPORT

Item 2

Meeting Date: February 10, 2020

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☒ YES ☐ NO ☐ N/A

Submitted By: G. Miller City Secretary

Amount: N/A

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

☒ Accountant ☒ Other:

Attachments:

1. Ordinance 2020-04 and Order of Election

Agenda Item / Topic:

ITEM 2. DISCUSSION/ACTION – Consideration of and Action on Ordinance 2020-04 of the City Council of the City of Ovilla, Texas, authorizing a general election to be held on May 02, 2020 for the purpose of electing three council members (Places 1, 3, and 5) for expired terms by the qualified voters of Ovilla; establishing procedures for the election; providing for other matters incident and related to the election; providing for publication; providing a severability clause; and providing an effective date.

DISCUSIÓN/ACCIÓN – Consideración de una Acción a partir de la Ordenanza 2020-04 UNA ELECCIÓN GENERAL A LLEVARSE A CABO EL 2 DE MAYO DE 2020 CON EL OBJETIVO DE ELEGIR TRES MIEMBROS DEL CONCEJO (PLAZAS 1, 3 Y 5) POR PLAZOS EXPIRADOS POR LOS VOTANTES CALIFICADOS DE OVILLA; ESTABLECIENDO PROCEDIMIENTOS PARA LA ELECCIÓN; PROPORCIONANDO OTROS ASUNTOS INCIDENTALES Y RELACIONADOS CON LA ELECCIÓN; PROPORCIONANDO PARA PUBLICACIÓN; PROPORCIONANDO UNA CLÁUSULA DE SEPARABILIDAD; Y PROPORCIONANDO UNA FECHA DE ENTRADA EN VIGENCIA.

Discussion / Justification:

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

May 02, 2020 is uniform Election Day. The prepared ordinance calls the election and outlines procedures consistent with the TX Election Code; designating the polling place for early voting and Election Day, the method of voting, appointment of the early voting clerk and other matters incident and related to the election. Ovilla contracts with Ellis County to assist with the voting procedures and locations. Both Ellis and Dallas are countywide polling for all municipalities in these counties.

Early voting by personal appearance will be conducted each weekday at the following locations:

1. Elections Office (Main Location), 204 E. Jefferson Street, Waxahachie, TX 75165
2. Ellis County Sub-Courthouse (Foyer) 207 S. Sonoma Trail Ennis, TX 75119
3. Midlothian Conference Center, 1 Community Circle Drive, Midlothian, TX 76065
4. Palmer ISD Annex Building, 303 Bulldog Way, Palmer, TX 75152
5. Red Oak Municipal Center, 200 Lakeview Pkwy, Red Oak, TX 75154

Early voting will be conducted between the hours of 8:00 a.m. and 5:00 p.m. beginning on Monday, April 20, 2020 and ending on Tuesday April 28, 2020.

Voting Dates for the 7:00 a.m. to 7:00 p.m. are to be determined.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move that Council approve Ordinance 2020-04 of the City Council of the City of Ovilla, Texas, authorizing a general election to be held on May 02, 2020 for the purpose of electing three council members (Places 1, 3 and 5) for expired terms by the qualified voters of Ovilla as presented.

ORDINANCE 2020-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, AUTHORIZING A GENERAL ELECTION TO BE HELD ON MAY 02, 2020 FOR THE PURPOSE OF ELECTING THREE COUNCIL MEMBERS, (PLACES 1, 3 & 5) FOR EXPIRED TERMS BY THE QUALIFIED VOTERS OF OVILLA; ESTABLISHING PROCEDURES FOR THE ELECTION; PROVIDING FOR OTHER MATTERS INCIDENT AND RELATED TO THE ELECTION; PROVIDING FOR PUBLICATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by this Ordinance, it is the intention of the City Council of Ovilla to call the General Election in accordance with state law, to declare the Texas Election Code is applicable to said election, and this Ordinance establishes procedures consistent with the Code, and designates the Election Day and main early voting polling place for the General Election; and

WHEREAS, May 02, 2020 is a uniform election date; and

WHEREAS, the City Council calls to Order the General Election of May 02, 2020 to elect Place One, Place Three and Place Five of the City Council as required by the Texas Election Code:

WHEREAS, the Order of Election must be written in English and Spanish as required by the Texas Election Code:

WHEREAS, the City has authority, pursuant to Chapter 31 of the Texas Elections Code, to enter into an election services agreement with the Ellis County Election Officer to furnish election services to the City and its citizens; and

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

SECTION 1. General Election Called. That a General Election is hereby called by the City Council to elect the following:

City Council Places 1, 3 and 5, to serve a 2-year term each, until May 2022 or until their successors are duly elected and qualified. Such election shall take place on the 2nd day of May 2020, between the hours of 7:00 a.m. and 7:00 p.m.

SECTION 2. Candidates for General Election. Qualified persons may file as candidates for the General Election by filing an application with the City Secretary at City Hall, 105 S. Cockrell Hill Road, Ovilla, TX 75154, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, beginning December 13 2019 through February 14, 2020. The City Secretary's office will remain open on February 14, 2020 until 5:00 p.m. as required by the TX Election Code. All applications for candidacy shall be on a form as prescribed by the Texas Election Code.

SECTION 3. Ballot. The official ballot for the election shall be prepared in accordance with the Texas Election Code to permit the electors to vote for each position.

ORDINANCE 2020-04

SECTION 4. Polling Places. Voting shall be conducted on Election Day between the hours of 7:00 a.m. and 7:00 p.m. at Elections Office (Main Location), 204 E. Jefferson Street, Waxahachie, TX 75165.

SECTION 5. Contract for Election Services. Chapter 31 of the Texas Elections Code authorizes county election officers to contract with the governing body of a political subdivision to perform certain election services. Pursuant to such authority, the election shall be conducted in accordance with the *May 2, 2020 Joint Election Contract for Election Services* between the Elections Administrator of Ellis County and the City of Ovilla, Texas, which shall be approved by separate action of the City Council.

SECTION 6. Governing Law and Qualified Voters. The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident qualified voters of the City shall be eligible to vote at the election.

SECTION 7. Publication and Posting of Notice of Election. Notice of the election shall be given as required by Chapter 4 of the Code.

SECTION 8. Early Voting. The City Council hereby appoints Jana Onyon, Elections Administrator of Ellis County, as the Early Voting Clerk. Dates and times of early voting by personal appearance are as follows:

Monday, April 20, 2020 through Tuesday, April 28, 2020 8:00 a.m. to 5:00 p.m.
Voting Dates for the 7:00 a.m. to 7:00 p.m. are to be determined.
The Early Voting Locations will be:

1. Elections Office (Main Location, 204 E. Jefferson Street, Waxahachie, TX 75165
2. Midlothian Conference Center, 1 Community Circle Drive, Midlothian, TX 76065
3. Palmer ISD Annex Building, 303 Bulldog Way, Palmer, TX 75152
4. Ellis County Sub-Courthouse, 207 S. Sonoma Trail, Ennis, TX 75119
5. Red Oak Municipal Center 200 Lakeview Pkwy, Red Oak, TX 75154

SECTION 9. Publication and Posting of Notice of Election. Notice of the election shall be given by posting a substantial copy of this Ordinance ordering an election in English and Spanish translations at City Hall on the official bulletin board used for posting notices of the meeting of the City Council. A copy of this Ordinance's caption shall also be published in English and in Spanish in the City's official newspaper of general circulation published in the City.

SECTION 10. Severability Clause. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 11. Effective Date. This ordinance shall be in full force and effect after its passage, and it is so ordained.

ORDINANCE 2020-04

The *Order of Election* shall be posted to read as shown on Exhibit "A" attached:

PASSED, APPROVED and ADOPTED this 10th day of February 2020.

ATTEST:

Richard Dormier, Mayor

G Miller, City Secretary

APPROVED AS TO FORM:

Ron G. MacFarlane, Jr., City Attorney

ORDER OF ELECTION FOR THE CITY OF OVILLA



An election is hereby ordered to be held on MAY 2, 2020 for the purpose of:

City Council, Place 1
City Council, Place 3
City Council, Place 5

Early voting by personal appearance will be conducted each weekday at the following locations:

1. Elections Office (Main Location), 204 E. Jefferson Street, Waxahachie, TX 75165
2. Midlothian Conference Center, 1 Community Circle Drive, Midlothian, TX 76065
3. Palmer ISD Annex Building, 303 Bulldog Way, Palmer, TX 75152
4. Ellis County Sub-Courthouse, 207 S. Sonoma Trail, Ennis, TX 75119
5. Red Oak Municipal Center 200 Lakeview Pkwy, Red Oak, TX 75154

Monday, April 20, 2020 through Tuesday, April 28, 2020 8:00 a.m. to 5:00 p.m.

**Voting Dates for the 7:00 a.m. to 7:00 p.m. are to be determined.

Applications for ballot by mail shall be mailed to:

Jana Onyon, Early Voting Clerk
204 E. Jefferson Street
Waxahachie, Texas 75165

Issued this the 10th day of February, 2020.

Signature of Mayor Dormier

Signature of Mayor Pro-Tem PL 3 Griffin

Signature of Councilperson PL 1 Huber

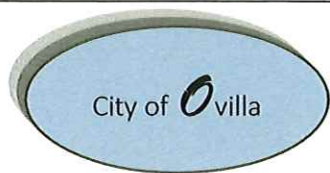
Signature of Councilperson PL 2 Oberg

Signature of Councilperson PL 4 Hunt

Signature of Councilperson PL 5 Myers

*Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before Election Day. AWI-2 --Prescribed by Secretary of State
Sections 3.004, 3.006, 4.008, 85.004, 85.007 Texas Election Code*

ORD.2020.04 .Attachment A



Ovilla City Council

AGENDA ITEM REPORT

Item 3

Meeting Date: February 10, 2020

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: G. Miller, City Secretary

Amount: N/A

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

☒ Accountant

☒ Other: All staff

Attachments:

1. March 2020 Calendar

Agenda Item / Topic:

ITEM 3. **DISCUSSION/ACTION** – Consideration of and action to move the regularly scheduled Council meeting date in March 2020, from Monday, March 09, 2020 to Monday, March 16, 2020 or Tuesday, March 17, 2020.

Discussion / Justification:

Mayor Dormier is out during the regularly scheduled meeting of March 09, 2020. Staff is presenting options to move the regular meeting for March (only) to another date: Monday, March 16, or Tuesday, March 17, 2020 if Council so desires.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move that Council approve/deny moving the regularly scheduled March 09, 2020 Council Meeting, to day of the week, March _____, 2020.

MARCH 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4

Notes:

03/08

Daylight Savings Time



Ovilla City Council

AGENDA ITEM REPORT

Item 4

Meeting Date: February 10, 2020

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: G. Miller, City Secretary

Amount: N/A

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

☒ Accountant

☒ Other: Street, Water Superintendents, Police Chief

Attachments:

1. Thoroughfare Plan temporary board applications

Agenda Item / Topic:

ITEM 4. **DISCUSSION/ACTION** – Consideration of and action for board appointments to the (temporary) Thoroughfare Plan Review Committee.

Discussion / Justification:

PL4 Hunt is spearheading the review of and recommendations for possible revision to certain sections of the City's Thoroughfare Plan. Staff submits applications for consideration of appointment to this temporary committee.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move that Council approve/deny the appointments of:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

DATE RECEIVED: 9.12.19



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

CITY OF OVILLA
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

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

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

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

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

NAME Jonathan D. Cox

HOME ADDRESS 1003 E. Ovilla Rd Red Oak, TX
using 707 Main in Ovilla

HOW LONG HAVE YOU LIVED IN OVILLA? _____ EMAIL _____

HOME TELEPHONE _____ BUSINESS TELEPHONE _____

PROFESSION Minister Business starter

INTERESTS _____

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

Yes - Run lots of Rec Programs & Events

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

NO

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

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

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

- ❖ Member of Commerce
- ❖ Lions Club
- ❖

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

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

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

Jonathan D. Coe
SIGNATURE

9-12-19
DATE

Jonathan D. Coe
PRINTED NAME OF APPLICANT

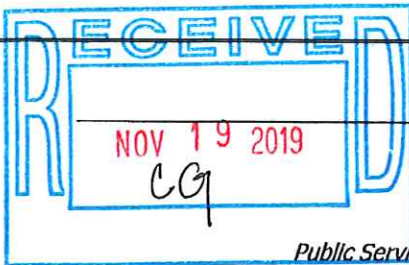


CITY OF OVILLA OFFICIAL USE ONLY

DATE APPOINTED _____ COMMITTEE APPOINTED TO _____

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

ATTENTION: Pamela Woodall



RETURN TO CITY SECRETARY'S OFFICE OR EMAIL TO pwoodall@cityofovilla.org
DATE RECEIVED: _____



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

CITY OF OVILLA
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

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

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

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

BOARDS, COMMISSIONS, COMMITTEES

MEETING INFORMATION

- | | |
|--|--|
| <u>2</u> Planning and Zoning Commission | 1 st Monday of each month or as necessary – 6:00 PM |
| <u> </u> Board of Adjustment | 3 rd Monday of each month or as necessary – 7:00 PM |
| <u>1</u> Economic Development Corporation | 3 rd Monday of each month or as necessary – 6:00 PM |
| <u> </u> Municipal Development District | As necessary |
| <u> </u> Municipal Services Advisory Committee | As necessary |
| <u>3</u> Park Development & Improvement | As necessary |
| <u> </u> Municipal Facilities Improvement Committee | Temporary Board, as necessary |

NAME Sheila Domstead

HOME ADDRESS 111 Meadowood Ln.

HOW LONG HAVE YOU LIVED IN OVILLA? 1977 EMAIL

HOME TELEPHONE BUSINESS TELEPHONE N/A

PROFESSION Retired

INTERESTS Family, horses/dogs, sewing
public education/schools

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

Family business

2.) HAVE YOU SERVED AS A MEMBER OF ANY MUNICIPAL BOARD OR COMMISSION IN OVILLA? No

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

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

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

- ❖ Public Works Dept. - Volunteer Clerical
- ❖ Ovilla Baseball Assoc. - Fund raising for park improvements
- ❖ Wayahachie SPCA volunteer

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

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

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

Sheila Domstead
SIGNATURE

Nov. 19, 2019
DATE

Sheila Domstead
PRINTED NAME OF APPLICANT



CITY OF OVILLA OFFICIAL USE ONLY

DATE APPOINTED _____ COMMITTEE APPOINTED TO _____

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

ATTENTION: Pamela Woodall

DATE RECEIVED: _____



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CITY OF OVILLA
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

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

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

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

BOARDS, COMMISSIONS, COMMITTEES

MEETING INFORMATION

<input checked="" type="checkbox"/> Planning and Zoning Commission	1 st Monday of each month or as necessary – 6:00 PM
<input type="checkbox"/> Board of Adjustment	3 rd Monday of each month or as necessary – 7:00 PM
<input type="checkbox"/> Economic Development Corporation	3 rd Monday of each month or as necessary – 6:00 PM
<input type="checkbox"/> Municipal Development District	As necessary
<input type="checkbox"/> Municipal Services Advisory Committee	As necessary
<input checked="" type="checkbox"/> Park Development & Improvement	As necessary
<input checked="" type="checkbox"/> Municipal Facilities Improvement Committee	Temporary Board, as necessary
<input checked="" type="checkbox"/> THOROUGHFARE PLAN COMMITTEE	

NAME DANI MUCKLERoy

HOME ADDRESS 608 GREEN MEADOWS LN
OVILLA

HOW LONG HAVE YOU LIVED IN OVILLA? 26 yrs EMAIL

HOME TELEPHONE cell BUSINESS TELEPHONE

PROFESSION RETIRED / RETAIL OWNER / BUSINESS ADMIN & ACCOUNTING

INTERESTS VOLUNTEER: CASA, STEPHEN MINISTER, BUILD DOLL
HOUSES FOR PERSONAL & FUND RAISING

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

PLAYGROUND COMMITTEES WITH BOSH CHURCH & SALVATION
ARMY, ELLIS COUNTY, PROPERTY DEVELOPMENT IN DALLAS
STUDIED ARCHITECTURE IN COLLEGE

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

5 YR PLAN, MUNICIPAL FACILITIES COMMITTEE

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

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

No

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

- ❖ SALVATION ARMY BOARD - 13 YEARS
- ❖ FUMC RED OAK - LAUGH & LEARN DAY SCHOOL - ADVISORY
- ❖ DANIELS DEN BOARD - 3 YEARS

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

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

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

Dani Muckleroy
SIGNATURE

11.6.2019
DATE

DANI MUCKLEROY
PRINTED NAME OF APPLICANT

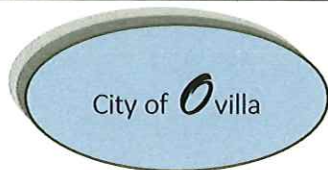


CITY OF OVILLA OFFICIAL USE ONLY

DATE APPOINTED _____ COMMITTEE APPOINTED TO _____

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

ATTENTION: Pamela Woodall



Ovilla City Council

AGENDA ITEM REPORT

Item 5

Meeting Date: February 10, 2020

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: G. Miller, City Secretary

Amount: N/A

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

☒ Accountant

☒ Other: All departments

Attachments:

1. Letter from Fundview
2. Total expenditure with FAST/Fundview to date.

Agenda Item / Topic:

ITEM 5. **DISCUSSION/ACTION** – Consideration of and action to dissolve the agreement with the City of Ovilla and Fund Accounting Solutions Technologies, Inc. (FAST/Fundview) Accounting Software and direct staff to begin searching for a new financial software company.

Discussion / Justification:

February 2018 the City of Ovilla and Fund Accounting Solutions Technologies, Inc. (FAST/Fundview) entered into an agreement to provide the City's Enterprise Resource Planning Financial Software.

Tuesday, February 04, staff received a surprise call from Fundview, advising staff they (Fundview) no longer wished to serve Ovilla. February 05, the phone call was followed up with a letter from Fundview confirming that as of September 30, 2020, Fundview will no longer support Ovilla's financial data. Our agreement allows termination from either party with a 60-day notice. Staff has already started a preliminary research of other companies that support and serve municipal financial data.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move that Council direct staff to begin search for a new financial integrated software.



February 5, 2020

Ms. Pamela Woodall
Interim City Manager
City of Ovilla
105 Cockrell Hill Rd.
Ovilla, TX 75154

Re: Non-Renewal of Software Subscription Agreement

Dear Ms. Woodall,

It is disappointing that we were unable to create a successful partnership with the City of Ovilla. We believe we fully and fairly represented our software, training and implementation methods to the City of Ovilla during the sales process and in the Subscription Agreement executed by the City on February 15, 2018. The software and services delivered to the City of Ovilla are some of the best in the industry. Additionally, we explicitly stated the expectations of requesting and receiving assistance from our Support Team, specifically communication methods and acceptable response timeframes. As per our discussion, we will agree to disagree and part ways. Following is an excerpt from the Subscription Agreement:

Addendum A Subscription Agreement Paragraph C) Term of Agreement "This Subscription Agreement is effective on February 14, 2018, when executed by authorized representatives of Company and Customer, and shall terminate upon the last day of September, 2018. 1) Subscription Renewal. The Annual Subscription Agreement will automatically renew for subsequent one-year terms unless either party gives the other party at least 60 (sixty days) prior written notice of its intent not to renew."

This letter will serve as the sixty-day notice of non-renewal by Fund Accounting Solution Technologies, Inc. of the Software Subscription Agreement. The City of Ovilla will have access to all currently installed FundView software through the close of business on September 30, 2020. At that time, access to the FundView modules will be removed. FAST will then make a final copy of the SQL database and related documents. These will be placed in the shared Dropbox for a period of fifteen days to allow the City of Ovilla to download the information. At the end of the fifteen-day period, access to the Dropbox account will be terminated as well.

Please let us know if you have any questions. We wish the City of Ovilla the best of luck in your future endeavors.

Regards,

A handwritten signature in blue ink, appearing to read "B. G. Cook".

Brian G. Cook, CPA
Chief Executive Officer

Cc: Tami L Cook, CPA

UPDATES:

Balch Springs - STW

Ennis - InCode 10

Ferris - STW

Glenn Heights - InCode

Hutchins - STW

Seagoville - STW

Wilmer - Quickbooks -currently transitioning to STW

Invoice Date	Invoice #	Description	Paid
12/6/2019	19 1254	TIME ENTRY, EMPLOYEE PORTAL SUBSCRIPTIONS	\$ 3,000.00
10/1/2019	19 1227	MC/CR AND COURT SOFTWARE SUBSCRIPTION	\$ 3,500.00
9/1/2019	19 1139	P/R SIGNATURE SOFTWARE SUBSCRIPTION	\$ 4,000.00
8/1/2019	19 1112	GL/, A/P SOFTWARE SUBSCRIPTION	\$ 5,000.00
2/1/2019	18 1294	RECEI' TIME ENTRY AND PORTAL SUBSCRIPTION	\$ 3,000.00
2/1/2019	18 1295	RECEI DTE AND EP TRAINING	\$ 1,500.00
1/31/2019	19 1009	CODE TRAINING	\$ 1,250.00
10/1/2018	18 1248	COURT RECEIPTING SUBSCRIPTION	\$ 3,500.00
10/1/2018	18 1245	PR REMOTE TRAINING	\$ 2,000.00
10/1/2018	18 1244	P/R SECURE SIGN. SUBSCRIPTION	\$ 4,000.00
9/30/2018	18 1246	PAYROLL DATA CONVERSION FEE	\$ 2,000.00
8/28/2018	18 1167	GL REMOTE TRAINING	\$ 1,750.00
8/28/2018	18 1169	AP DATA CONVERSION FEE	\$ 1,000.00
8/28/2018	18 1168	AP REMOTE TRAINING FEE	\$ 1,250.00
8/28/2018	18 1170	PROJECT MANAGEMENT FEE	\$ 750.00
8/28/2018	18 1165	GL/AP SUBSCRIPTION 8/1/2018-7/31/2019	\$ 5,000.00
8/28/2018	18 1166	GL DATA CONVERSION	\$ 2,000.00
04/17/2018	18 1026	Data Conversion - Court	\$ 2,000.00
04/17/2018	18 1029	Data Center Set up-Config - Backup	\$ 500.00
04/17/2018	18 1025	Annual - Court - Cash receipting	\$ 1,457.50
04/17/2018	18 1027	Training - Court	\$ 1,500.00
04/17/2018	18 1028	Training Cash Receipting	\$ 750.00
08/28/2018	18 1167	GL TRAINING FEE	\$ 1,750.00
08/28/2018	18 1170	PROJECT MANAGMENT FEE	\$ 750.00
08/28/2018	18 1168	AP REMOTE TRAINING FEE	\$ 1,250.00
08/28/2018	18 1169	AP DATA CONVERSION FEE	\$ 1,000.00
08/28/2018	18 1166	GL DATA CONVERSION FEE	\$ 2,000.00
08/31/2018	18 1165	SUBSCRIPTION 8/1/2018-7/31/2019	\$ 5,000.00
09/30/2018	18 1246	PAYROLL CONVERSION	\$ 2,000.00
09/30/2018	18 1244	PR AND SECURE SIGNATURE SUBSCRIPTION	\$ 4,000.00
			<hr/>
			\$ 68,457.50



Ovilla City Council

AGENDA ITEM REPORT

Item 6

Meeting Date: February 10, 2020

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☒ NO ☐ N/A

Submitted By: G. Miller, City Secretary

Amount: N/A

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

☒ Accountant

☒ Other: Street, Water Superintendents

Attachments:

1. Quote(s)

Agenda Item / Topic:

ITEM 6. **DISCUSSION/ACTION** – Consideration of and action on options for the replacement or upgrade of the restrooms and concession stand at the ballfields behind the City Municipal Building.

Discussion / Justification:

During the December 09, 2019 Council meeting, staff was directed to research the costs to upgrade the restrooms and concession stand behind the municipal building at the ballfields.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move that Council direct staff to...

City of Ovilla
Concession Stand Remodel

bathrooms	
demo	1600
stainless steel toilets	2500
stainless steel wall mount vanities	1800
stainless steel wall handles	300
wall framing	1000
electrical	3500
plumbing	5000
wall covering	4200
floors	1800
trim	800
exterior	
recover with sheet metal(walls and roof)	3500
sheet metal material	7500
electrical	2500
plumbing(new sewer tie-in)	500
project total	36500

Robert Morgan Construction

Waxahachie Texas



Ovilla City Council

AGENDA ITEM REPORT

Item 7

Meeting Date: February 10, 2020

Department: Police

☒ Discussion ☐ Action

Budgeted Expense: ☐ YES ☒ NO ☐ N/A

Submitted By: Brian Windham, Chief

Amount: N/A

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

☒ Accountant

☒ Other: All staff

Attachments:

1. N/A

Agenda Item / Topic:

ITEM 7. *DISCUSSION* – Discuss and review the concept of planning and hosting a Civic Academy.

Discussion / Justification:

Chief Windham will address Council with a concept of how to share municipal operations with the public, informing citizens of the individual functions and responsibilities carried out in each department of municipal government through an academy. Although, the time and effort for employees can be time consuming, this is not an expensive endeavor.

Recommendation / Staff Comments:

N/A

Sample Motion(s):

Discussion only.



Ovilla City Council

AGENDA ITEM REPORT

Item 8

Meeting Date: February 10, 2020

Department: Water/wastewater

☒ Discussion ☐ Action

Budgeted Expense: ☐ YES ☒ NO ☐ N/A

Submitted By: Daniel Durham, Water Superintendent Amount: N/A

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

☒ Accountant ☐ Other:

Attachments:

1. Meter costs over a 4-year period

Agenda Item / Topic:

ITEM 8. **DISCUSSION** – Discuss and consider the inclusion, costs, and requirement of electronic water meters as part of a subdivision development.

Discussion / Justification:

PW Water/wastewater superintendent prepared the following for Council review:

This is a layout of the smart meter plan project over a four-year period by the area and route numbers.

First Year

- Ovilla Oaks- Route #7 & 8 / 129 meters
 - Cumberland- Route #16 / 52 meters
 - Ovilla. Rd- Route # 14 / 80 meters
 - Cardinal- Route #4 / 52 meters
- 313 meters to be replaced first year

Second Year

- Williams- Route#11 / 76 meters
 - Buckboard- Route#2 / 93 meters
 - Lariat- Route #1 / 57 meters
 - Thorntree- Route# 9 / 49 meters
 - Burtonwood- Route#17 / 27 meters
- 302 meters to be replaced in the second year

Third Year

- Silverwood- Route#13 / 90 meters
 - Shadow wood- Route#10 / 49 meters
 - Willow creek- Route#6 / 82 meters
 - Brookwood- Route#5 / 29 meters
 - Suburban- Route#19 / 43 meter
- 293 meters to be replaced in the third year

Fourth Year

- Ashburne Glen- Routes#12 & 20 / 139 meters
- Green meadows- Route#3 / 62 meters

- Meadow Glen- Route#15 / 48 meters
- Johnson- Route#18 / 74 meters
323 meters to be replaced in the fourth year

1,231 Total meters to be replaced over a four-year plan

Recommendation / Staff Comments:

N/A

Sample Motion(s):

Discussion only.



HydroPro Solutions, Inc

907 Rockmoor Dr.
Georgetown, Texas 78626
Phone 512 940 5980 Fax 877 246.4314

To: Daniel Durham
City of Ovilla
105 S Cockrell Hill Rd
Ovilla TX 75154
972-617-7262

Budgetary

DATE February 3, 2020
Quotation #
Salesperson: Cory Dobbie

Quotation valid until:
Prepared by: Cory Dobbie

Qty	Product No	Description	Unit Cost	AMOUNT
1	K-19991630	Allegro Base Station Kit F3-F4	\$32,500.00	\$32,500.00
1	Absolute	Installation of Base Station On City Owned Tower	\$ 22,450.00	\$22,450.00
1	RSS-HAR-A-MDM	Harmony Enterprise Management Software (MDM)	\$ 15,000.00	\$15,000.00
1	RSS-HAR-A-TR3	Harmony Software System Training	\$ 6,750.00	\$6,750.00
1	RSS-HAR-A-BSI	Harmony Billing System Integration	\$ 7,500.00	\$7,500.00
1	199-260-04	Repeater	\$ 5,000.00	\$5,000.00
1	Absolute	Repeater Installation	\$ 5,500.00	\$5,500.00
1	00-080-102-HMY	Allegro Mobile Laptop Reading System	\$15,000.00	\$15,000.00
1	HYDRO	Project Management	\$12,500.00	\$12,500.00
1	RSS-MWA-B	Customer Engagment Portal One Time Charge	\$11,000.00	\$11,000.00
	RSS-HAR-F-110	Harmony Fixed Base Annual Hosting After First Year	\$ 3,850.00	\$0.00
	RHS-ALL-F-BS-SS	Base Station Annual Maintenance After First Yeat	\$ 6,000.00	\$0.00
TOTAL				\$133,200.00

PLEASE NOTE: Delivery of this quote is 3-5 business days from receipt of an official order. This quotation is valid for 120 days.
We reserve the right to amend prices after this period.

Shipping is ESTIMATED in this quote.

A 2% processing fee will be applied for all credit card purchases.

All invoices are due Net 30 per HydroPro Solutions standard terms and conditions

THANK YOU FOR YOUR BUSINESS!

Cost for software and repeaters if the city decided to do install all at once price does not include meters.



HydroPro Solutions, Inc

Budgetary

907 Rockmoor Dr.
Georgetown, Texas 78626
Phone 512 940 5980 Fax 877 246.4314

DATE February 3, 2020
Quotation #
Salesperson: Cory Dobbie

To: Daniel Durham
City of Ovilla
105 S Cockrell Hill Rd
Ovilla TX 75154
972-617-7262

Quotation valid until:
Prepared by: Cory Dobbie

Qty	Product No	Description	Unit Cost	AMOUNT
1255	B12-A31-A15-0101A-1	5/8X3/4 BLMJ Water Meter W/Allegro UTG	\$ 245.00	\$307,475.00
	B16-A31-A15-0101A-1	One Inch BLMJ Water Meter W/Allegro UTG	\$ 307.06	
	Installation Optional	Installation with Data Transfer to Billing System access to Portal with access for 12 months, up to 4 Photos, GPS	\$ 70.00	
	M21-A00-A15-0101A-1	1 1/2 Inch MS W/Allegro UTG	\$ 617.20	
	M23-A00-A15-0101A-1	2 Inch MS W/Allegro UTG	\$ 777.49	

TOTAL \$307,475.00

PLEASE NOTE: Delivery of this quote is 3-5 business days from receipt of an official order. This quotation is valid for 120 days.
We reserve the right to amend prices after this period.

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All invoices are due Net 30 per HydroPro Solutions standard terms and conditions

THANK YOU FOR YOUR BUSINESS!

This pricing is all 1255 meters needed to complete smart meter system should the city decide to do at once pricing does not include installation add an extra \$70 per meter.



HydroPro Solutions, Inc

First Year

907 Rockmoor Dr.
Georgetown, Texas 78626
Phone 512 940 5980 Fax 877 246.4314

DATE February 3, 2020
Quotation #
Salesperson: Cory Dobbie

To: Daniel Durham
City of Ovilla
105 S Cockrell Hill Rd
Ovilla TX 75154
972-617-7262

Quotation valid until:
Prepared by: Cory Dobbie

Qty	Product No	Description	Unit Cost	AMOUNT
1	K-19991630	Allegro Base Station Kit F3-F4	\$ 32,500.00	\$32,500.00
1	Absolute	Installation of Base Station On City Owned Tower	\$ 22,450.00	\$22,450.00
1	RSS-HAR-A-MDM	Harmony Enterprise Management Software (MDM)	\$ 15,000.00	\$15,000.00
1	RSS-HAR-A-TR3	Harmony Software System Training	\$ 6,750.00	\$6,750.00
1	RSS-HAR-A-BSI	Harmony Billing System Integration	\$ 7,500.00	\$7,500.00
320	B12-A31-A15-0101A-1	5/8X3/4 BLMJ Water Meter W/Allegro UTG	\$ 245.00	\$78,400.00
1	00-080-102-HMY	Allegro Mobile Laptop Reading System	\$ 15,000.00	\$15,000.00
1	RSS-MWA-B	Customer Engagment Portal One Time Charge	\$ 11,000.00	\$11,000.00
	RSS-HAR-F-110	Harmony Fixed Base Annual Hosting After First Year	\$ 3,850.00	\$0.00
	RHS-ALL-F-BS-SS	Base Station Annual Maintenance After First Yeat	\$ 6,000.00	\$0.00
TOTAL				\$188,600.00

PLEASE NOTE: Delivery of this quote is 3-5 business days from receipt of an official order. This quotation is valid for 120 days.
We reserve the right to amend prices after this period.

Shipping is ESTIMATED in this quote.

A 2% processing fee will be applied for all credit card purchases.

All invoices are due Net 30 per HydroPro Solutions standard terms and conditions

THANK YOU FOR YOUR BUSINESS!

This would be the up front cost to the city if we did installation over a four year plan. This is the first year and it includes all the software needed to make the system operate with employee training and 320 Master Meters this price does not include installation. If the city decided to have the meters installed by a contractor it would cost an extra \$70.00 per meter which works out to \$22,400 for the first year



HydroPro Solutions, Inc

First Year

907 Rockmoor Dr.
Georgetown, Texas 78626
Phone 512 940 5980 Fax 877 246.4314

DATE February 3, 2020
Quotation #
Salesperson: Cory Dobbie

To: Daniel Durham
City of Ovilla
105 S Cockrell Hill Rd
Ovilla TX 75154
972-617-7262

Quotation valid until:
Prepared by: Cory Dobbie

Qty	Product No	Description	Unit Cost	AMOUNT
1	RSS-HAR-F-110	Harmony Fixed Base Annual Hosting After First Year	\$ 3,850.00	\$3,850.00
1	RHS-ALL-F-BS-SS	Base Station Annual Maintenance After First Yeat	\$ 6,000.00	\$6,000.00
TOTAL				\$9,850.00

PLEASE NOTE: Delivery of this quote is 3-5 business days from receipt of an official order. This quotation is valid for 120 days.
We reserve the right to amend prices after this period.

Shipping is ESTIMATED in this quote.

A 2% processing fee will be applied for all credit card purchases.

All invoices are due Net 30 per HydroPro Solutions standard terms and conditions

THANK YOU FOR YOUR BUSINESS!

This is the annual cost to the city for the hosting after complete install \$9,850



HydroPro Solutions, Inc

Second Year

907 Rockmoor Dr.
Georgetown, Texas 78626
Phone 512 940 5980 Fax 877 246.4314

DATE February 3, 2020
Quotation #
Salesperson: Cory Dobbie

To: Daniel Durham
City of Ovilla
105 S Cockrell Hill Rd
Ovilla TX 75154
972-617-7262

Quotation valid until:
Prepared by: Cory Dobbie

Qty	Product No	Description	Unit Cost	AMOUNT
320	B12-A31-A15-0101A-1	5/8X3/4 BLMJ Water Meter W/Allegro UTG	\$ 245.00	\$78,400.00
1	199-260-04	Repeater	\$ 5,000.00	\$5,000.00
1	Absolute	Repeater Installation	\$ 5,500.00	\$5,500.00
1	RSS-HAR-F-110	Harmony Fixed Base Annual Hosting After First Year	\$ 3,850.00	\$3,850.00
1	RHS-ALL-F-BS-SS	Base Station Annual Maintenance After First Yeat	\$ 6,000.00	\$6,000.00
To Be Determined			TOTAL	\$98,750.00

PLEASE NOTE: Delivery of this quote is 3-5 business days from receipt of an official order. This quotation is valid for 120 days.

We reserve the right to amend prices after this period.

Shipping is ESTIMATED in this quote.

A 2% processing fee will be applied for all credit card purchases.

All invoices are due Net 30 per HydroPro Solutions standard terms and conditions

THANK YOU FOR YOUR BUSINESS!

This pricing does not include installation of meters but does include a repeater if needed in field testing will need to be completed to determine this if not needed minus \$10,500 from quote.



HydroPro Solutions, Inc

Third/
Fourth Year

907 Rockmoor Dr.
Georgetown, Texas 78626
Phone 512 940 5980 Fax 877 246.4314

DATE February 3, 2020
Quotation #
Salesperson: Cory Dobbie

To: Daniel Durham
City of Ovilla
105 S Cockrell Hill Rd
Ovilla TX 75154
972-617-7262

Quotation valid until:
Prepared by: Cory Dobbie

Qty	Product No	Description	Unit Cost	AMOUNT
320	B12-A31-A15-0101A-1	5/8X3/4 BLMJ Water Meter W/Allegro UTG	\$ 245.00	\$78,400.00
1	RSS-HAR-F-110	Harmony Fixed Base Annual Hosting After First Year	\$ 3,850.00	\$3,850.00
1	RHS-ALL-F-BS-SS	Base Station Annual Maintenance After First Yeat	\$ 6,000.00	\$6,000.00
TOTAL				\$88,250.00

PLEASE NOTE: Delivery of this quote is 3-5 business days from receipt of an official order. This quotation is valid for 120 days.
We reserve the right to amend prices after this period.

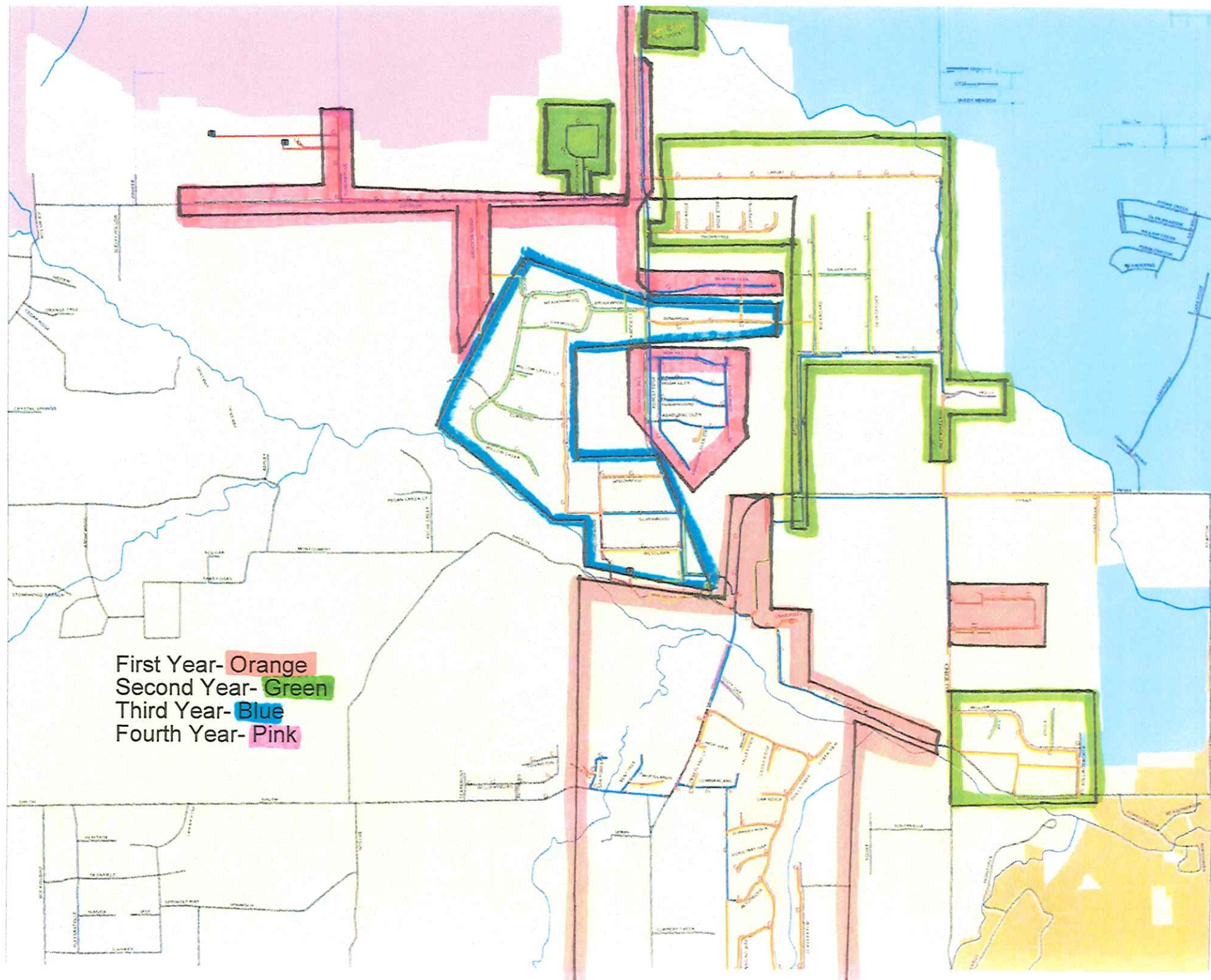
Shipping is ESTIMATED in this quote.

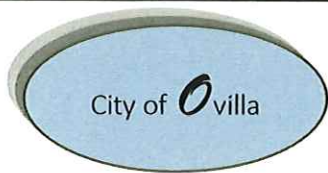
A 2% processing fee will be applied for all credit card purchases.

All invoices are due Net 30 per HydroPro Solutions standard terms and conditions

THANK YOU FOR YOUR BUSINESS!

This pricing includes the cost for the next 2 years which is \$88,250 the third year and \$88,250 the fourth year totaling out too \$176,500. The total cost over a four year plan would be \$463,850 this does not include installation which would cost around \$87,850 for a total install of the system.





Ovilla City Council

AGENDA ITEM REPORT

Item 9

Meeting Date: February 10, 2020

Department: Code Enforcement

☒ Discussion ☐ Action

Budgeted Expense: ☐ YES ☒ NO ☐ N/A

Submitted By: G. Miller, City Secretary

Amount: N/A

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

☐ Accountant ☐ Other: M. Dooly

Attachments:

1. None

Agenda Item / Topic:

ITEM 9. *DISCUSSION* – Discuss code enforcement in the Historic District of Ovilla.

Discussion / Justification:

Certain areas of the historic district are dealing with various code violations. Mayor Pro Tem Griffin asked to discuss these areas and what code enforcement can do to help improve the downtown area.

Recommendation / Staff Comments:

NA

Sample Motion(s):

Discussion Only



Ovilla City Council

AGENDA ITEM REPORT

Item 10

Meeting Date: February 10, 2020

Department: Water/Wastewater

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Daniel Durham, W/S Superintendent Amount: N/A

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

☐ Accountant

☐ Other: Street Superintendent

Attachments:

1. Sewer Plan

Agenda Item / Topic:

ITEM 10. *DISCUSSION* – Update on Main Street Sanitary Sewer Improvements.

Discussion / Justification:

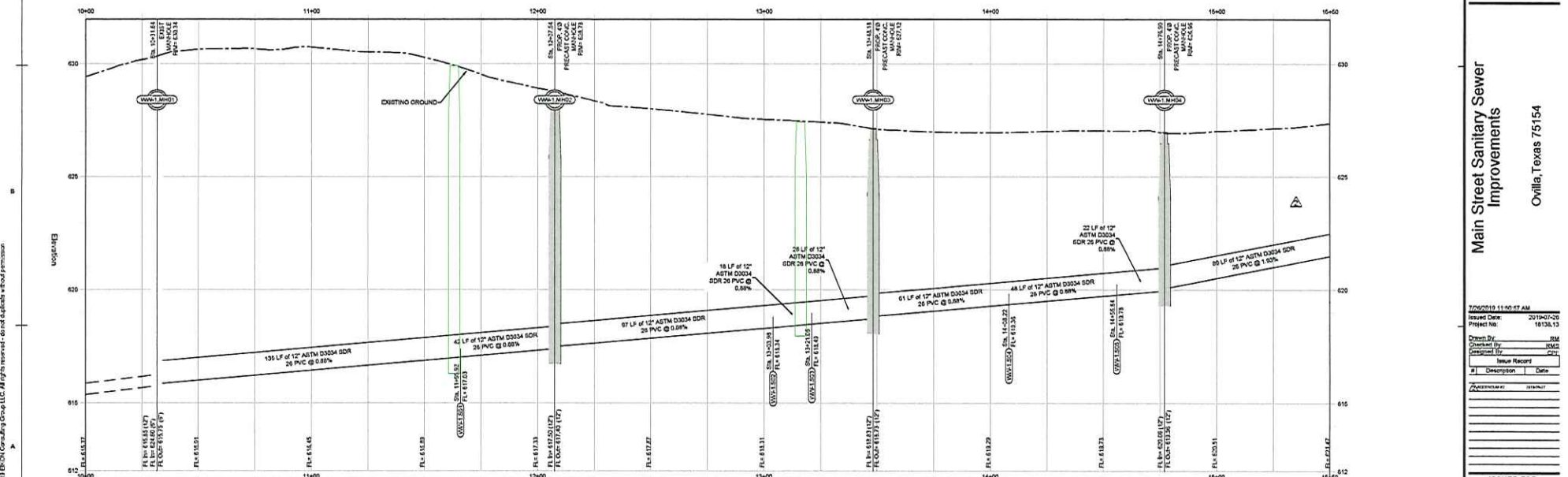
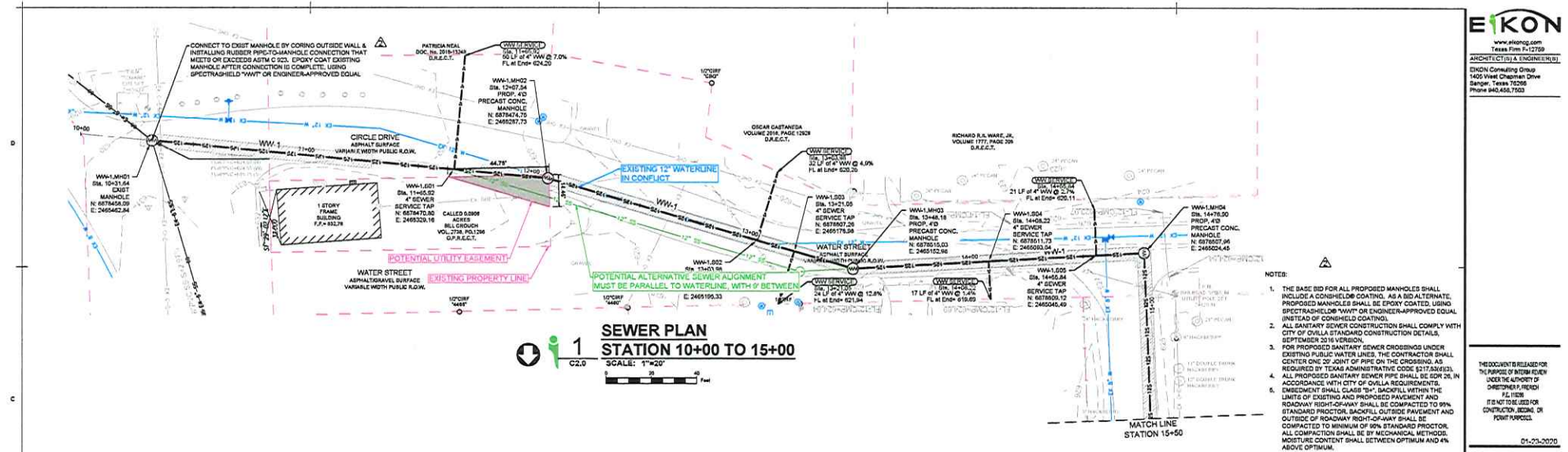
Early January 2020, Dowager Construction began working on the placement of the wastewater line at Main and Water Streets. The work has been delayed as the contractor located Ovilla's water line in the direct path of the planned wastewater line. Mr. Bill Crouch (owner of property at 705 W. Main Street) has agreed to allow an easement granting the city access to his property to continue progress with the wastewater line. This would be much more cost effective than moving the water line. In doing so, Mr. Crouch has asked that the city lay new asphalt to another piece of his property - the parking lot of 702 W. Main. Staff received a quote from Dowager to lay the asphalt, but city crews could complete the task for less money. The fact that Dowager has better equipment is something to consider.

Recommendation / Staff Comments:

NA

Sample Motion(s):

Discussion Only



- NOTES:
1. THE BASE BID FOR ALL PROPOSED MANHOLES SHALL INCLUDE A CONCRETE COATING, AS A BID ALTERNATE, PROPOSED MANHOLES SHALL BE EPOXY COATED, USING SPECTRA-SHIELD "WWT" OR ENGINEER-APPROVED EQUAL, INSTEAD OF CONCRETE COATING.
 2. ALL SANITARY SEWER CONSTRUCTION SHALL COMPLY WITH CITY OF DALLAS STANDARD CONSTRUCTION DETAILS, SEPTMBER 2014 VERSION.
 3. FOR PROPOSED SANITARY SEWER CROSSINGS UNDER EXISTING PUBLIC WATER LINES, THE CONTRACTOR SHALL CENTER ONE (1) JOINT OF PIPE ON THE CROSSING, AS REQUIRED BY TEXAS ADMINISTRATIVE CODE (TAC) 24.003.
 4. ALL PROPOSED SANITARY SEWER PIPE SHALL BE 24\"/>

Main Street Sanitary Sewer Improvements
Villa, Texas 75154

7/26/2019 11:50:57 AM
Issued Date: 2019/07/26
Project No: 18136.13
Drawn By: JRM
Checked By: JRM
Revision 17: JRM
Description: Sewer Main
Date: 7/26/2019

ISSUED FOR CONSTRUCTION

SEWER PLAN & PROFILE STATION 10+00 TO 15+00

C2.0

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Ovilla City Council

AGENDA ITEM REPORT

Item 11

Meeting Date: February 10, 2020

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: G. Miller, City Secretary

Amount: N/A

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

☐ Accountant ☐ Other:

Attachments:	
N/A	
Agenda Item / Topic:	
ITEM 11. <i>DISCUSSION/ACTION</i> – 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	January 2020	January 2020 YTD	January 2019	January 2019 YTD
Accident	4	4	7	7
Alarms	15	15	20	20
Arrest	9	9	3	3
Assault/Assault FV	0	0	1	1
Assists	58	58	77	77
Building / House Security Check	731	731	747	747
Burglary	0	0	0	0
Burglary of Motor Vehicle	1	1	0	0
Criminal Mischief	0	0	1	1
Disturbance	11	11	7	7
Neighborhood Check	1300	1300	1378	1378
Other Calls for Service	76	76	79	79
Suspicious Person	7	7	5	5
Suspicious Vehicle	26	26	10	10
Theft	0	0	1	1
Traffic Assignment/School Enforcement	27	27	24	24
TOTAL CALLS FOR SERVICE	2265	2265	2360	2360

Volunteer and Reserve Officer Hours	18	18	28	28
Average Response Time (Minutes)	4.22	4.22	4.03	4.03
Total Citations	43	43	78	78
Total Traffic Stops	206	206	264	264
Traffic Stop Disposition Warning	165	165	214	214
Traffic Stop Disposition Citation	41	41	50	50
PERCENT OF STOPS RECEIVING CITATIONS	19.9	19.9	18.9	18.9

STAFFING

Full Time Sworn	10
Full Time Civillian	1
Part Time Sworn	3
Reserve Officer	1
Total Staff	15

December 2019	TO	January 2020	MILEAGE	MAINTENANCE PERFORMED
Police Unit #	Begin	End	Accrued	
103	148,193	148,262	69	
116	104,268	104,577	309	Recall/Warranty on Catalytic converter, Inspection & registration
117	86,454	88,647	2,193	Alignment
216	25,847	26,234.6	388	
119	21,968	23,531	1,563	Tire repaired
120	2,417	4,530	2,113	
220	1,854	4,177	2,323	

OVILLA POLICE DEPARTMENT
MEMO
(Form 7.01-1)

Date: January 7, 2020

To: TCOLE/Ovilla City Council

Fr: Brian Windham, Chief of Police

Ref.: Racial Profiling Report 2019

Cc: Click here to enter text.

According to the Texas Code of Criminal Article 2.134, the Ovilla Police Department is required to submit a report to the Commission and the municipal governing body concerning the following information:

- (1) a comparative analysis of the information compiled under Article 2.133 to:
 - (A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
 - (B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and
 - (C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and
- (2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

According to the United States Census, the demographics for the counties of Dallas and Ellis are as follows:

Dallas

- White-28.6%
- African American-23.5%
- Hispanic-40.5%

- Asian/Pacific Islander-6.7%
- Alaska Native/Native American-1.1%

Ellis

- White-59.9%
- African American-11.4%
- Hispanic-26.6%
- Asian/Pacific Islander-.8%
- Alaska Native/Native American-.9%

The breakdown of motor vehicle contacts as made by the Ovilla Police Department are found in Table 1 of the attached documents. The table shows that out of the total stops, more contacts occurred with White individuals than any other. Further it shows, that White contacts were cited at a rate of 24% for their subset while African American contacts were cited at a rate of 22% and Hispanics at a rate of 14%. Asian/Pacific Islander contacts were cited at a rate of 21% and Native Americans at a rate of 50%. According to the data, the two largest subsets were stopped and cited nearly the same rate.

Table 2 and Table 3 of the attached documents concern Motor Vehicle Searches and associated data. The department conducted 194 searches of motor vehicles. 46 of those searches were consensual leaving 148 nonconsensual. The majority of the searches were conducted on White individuals. Of the nonconsensual, 63 were conducted on White individuals and 68 were conducted on African American individuals. In the Hispanic subset, 17 of 25 were nonconsensual.

In reference to Table 3, out of the 194 searches that were conducted, 55% of those searches resulted in the location of contraband. Out of the 107 cases of contraband, 42 resulted in arrest. Therefore 62% of individuals arrested after search were White, 26% were African American, and 12% were Hispanic.

When comparing total stops to total searches, only 6% of stops resulted in a search. 3% of White motorists were searched, 2% of African American motorists were searched and .8% of Hispanic motorists were searched.

During the year of 2019 the Ovilla Police Department had no complaints filed concerning racial profiling.

Table 1. (Motor Vehicle Contacts Including Tickets, Citations and Warnings)
(01/01/2019-12/31/2019)

Race/Ethnicity	All Motor Vehicle Contacts*		Tickets or Citations		Verbal Warnings		Written Warnings	
	N	%	N	%	N	%	N	%
White	1844	57.77	443	61.70	1368	56.46	0	-
Black	1006	31.52	222	30.92	771	31.82	0	-
Hispanic or Latino	301	9.43	42	5.85	254	10.48	0	-
Asian or Pacific Islander	33	1.03	7	0.97	26	1.07	0	-
Alaska Native or American	8	0.25	4	0.56	4	0.17	0	-
Middle Eastern**	0	0.00	0	0.00	0	0.00	0	-
Other**	0	0.00	0	0.00	0	0.00	0	-
Total	3192	100	718	100	2423	100	0	0

Table 2. (Motor Vehicle Searches and Arrests)
(01/01/2019-12/31/2019)

Race/Ethnicity	Searches		Consensual Searches		Custody Arrests	
	N	%	N	%	N	%
White	96	49.48	33	71.74	6	66.67
Black	73	37.63	5	10.87	2	22.22
Hispanic or Latino	25	12.89	8	17.39	1	11.11
Asian or Pacific Islander	0	0.00	0	0.00	0	0.00
Alaska Native or American	0	0.00	0	0.00	0	0.00
Middle Eastern**	0	0.00	0	0.00	0	0.00
Other**	0	0.00	0	0.00	0	0.00
Total	194	100	46	100	9	100

Table 3. Search Data
(01/01/2019-12/31/2019)

Race/Ethnicity	Searches		Contraband / Evidence Found		Contraband / Evidence Not Found		Arrests	
	N	%	N	%	N	%	N	%
White	96	49.48	49	45.79	47	54.02	26	61.90
Black	73	37.63	46	42.99	27	31.03	11	26.19
Hispanic or Latino	25	12.89	12	11.21	13	14.94	5	11.90
Asian or Pacific Islander	0	0.00	0	0.00	0	0.00	0	0.00
Alaska Native or American	0	0.00	0	0.00	0	0.00	0	0.00
Middle Eastern**	0	0.00	0	0.00	0	0.00	0	0.00
Other**	0	0.00	0	0.00	0	0.00	0	0.00
Total	194	100	107	100	87	100	42	100

This report is respectfully submitted.

Brian Windham
Chief of Police

Racial Profiling Report | Full

Reporting Date: 01/13/2020

Agency Name: OVILLA POLICE DEPT.
TCOLE Agency Number: 139209

Chief Administrator: BRIAN A. WINDHAM

Agency Contact Information:
Phone: (972) 617-7262
Email: bwindham@cityofovilla.org

Mailing Address:
105 SOUTH COCKRELL HILL ROAD
OVILLA, TX 75154

This Agency filed a full report

OVILLA POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibit peace officers employed by the OVILLA POLICE DEPT. from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the OVILLA POLICE DEPT. if the individual believes that a peace officer employed by the OVILLA POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the OVILLA POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the OVILLA POLICE DEPT. policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a.) the race or ethnicity of the individual detained;
 - b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and
 - c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- 7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:
 - a.) the Commission on Law Enforcement; and
 - b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: Brian Windham, Chief of Police

Date: 01/13/2020

Total stops: 3192

Gender

Female	1265
Male	1927

Race / Ethnicity

Black	1006
Asian / Pacific Islander	33
Hispanic / Latino	1844
White	301
Alaska Native / American	8

Was race or ethnicity known prior to stop?

Yes	8
No	3184

Reason for stop?

Violation of law	46
Preexisting knowledge	60
Moving traffic violation	1692
Vehicle traffic violation	1394

Street address or approximate location of the stop

City street	2991
US highway	17
County road	182
State highway	0
Private property or other	2

Was a search conducted?

Yes	194
No	2998

Reason for Search?

consent	46
contraband	1
probable	138
inventory	0

ncident to arrest	9
Was Contraband discovered?	
Yes	107
No	87
Description of contraband	
Drugs	86
Currency	0
Weapons	7
Alcohol	6
Stolen property	0
Other	8
Result of the stop	
Verbal warning	2423
Written warning	0
Citation	727
Written warning and arrest	0
Citation and arrest	1
Arrest	41
Arrest based on	
Violation of Penal Code	25
Violation of Traffic Law	1
Violation of City Ordinance	1
Outstanding Warrant	14
Was physical force resulting in bodily injury used during stop?	
Yes	1
No	3191

Submitted electronically to the



The Texas Commission on Law
Enforcement

Ovilla Fire Department January 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 1 Firefighter Paramedic position open.
- Currently the Department has 1 Firefighter Basic position open.
- Currently the Department has 1 Volunteer Firefighter position open.

- Current Staffing
 - 2 Chiefs
 - 4 Captains
 - 24 Firefighter Paramedics
 - 7 Firefighter EMT-Basics
 - 11 Volunteer Firefighters
 - Total Staffing of 48 out of 50 positions

- Of the Volunteers on staff,
 - 3 of them are Dual Certified, meaning they have their Fire Certs and EMT Basic
 - 2 have just their Fire Certs
 - 4 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

Summary of Events for the Department

- January was a busy month with a total of 73 calls (86 in 2018) 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

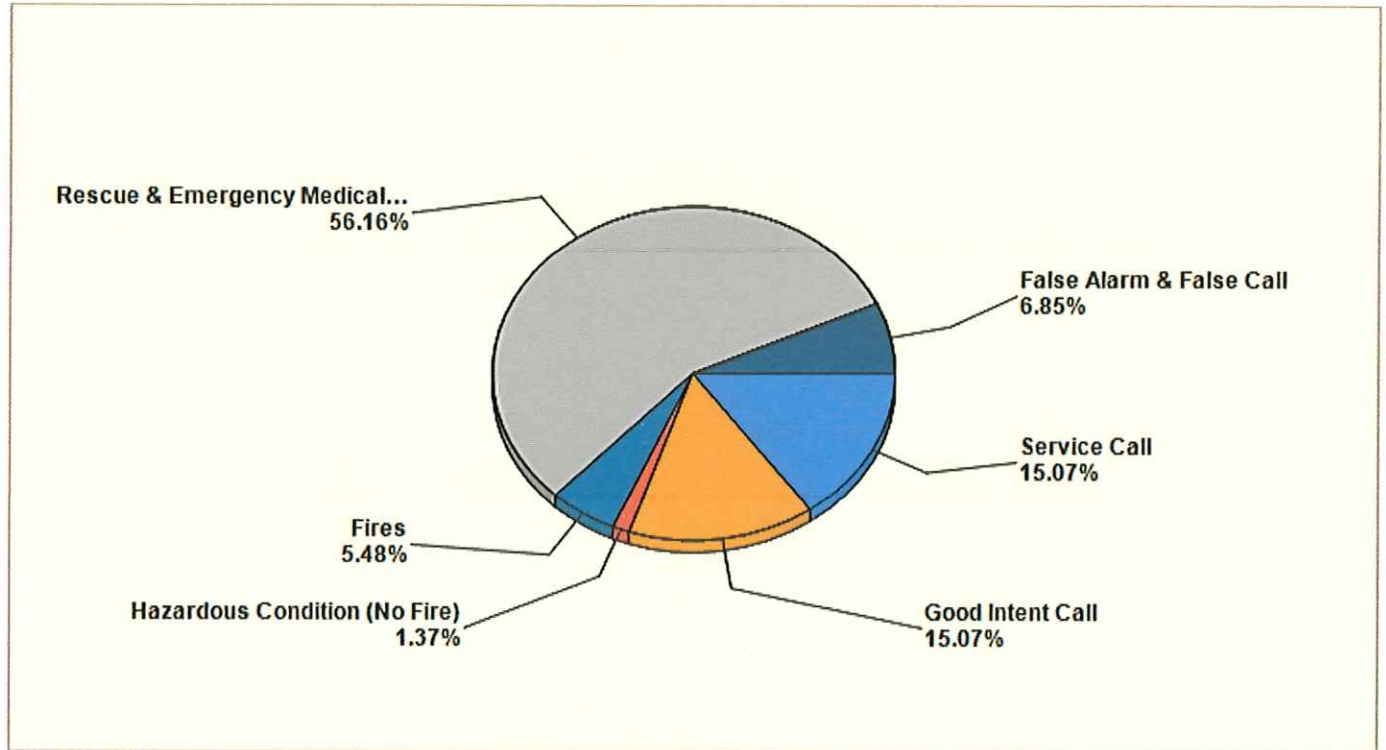
- 7 days a week we have 3 - 24-hour part time positions (0800 – 0800)
- These positions were **100%** filled this month
- 7 Days a week we have 2 – 12-hour shifts that are covered by volunteers (0800 – 2000) and (2000 – 0800)
- **8 / 8** weekend day shifts were covered by a Volunteer
- **62 / 62** Volunteer shifts were covered, and these **62** shifts we had 4 personnel on the Engine

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

- 8 Consults
- 3 Meetings
- Back-Up for Ovilla PD
- QCI reports
- 2 Inspections
- 1 EOC Activation for Storms

Monthly Call Summary

INCIDENT COUNT		
INCIDENT TYPE	# INCIDENTS	
EMS	41	
FIRE	32	
TOTAL	73	
CO CHECKS		
736 - CO detector activation due to malfunction	1	
TOTAL	1	
MUTUAL AID		
Aid Type	Total	
Aid Given	13	
Aid Received	3	
OVERLAPPING CALLS		
# OVERLAPPING	% OVERLAPPING	
6	8.22	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	EMS	FIRE
Station 701	0:07:01	0:09:05
AVERAGE FOR ALL CALLS		0:07:28
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)		
Station	EMS	FIRE
Station 701	0:01:32	0:01:46
AVERAGE FOR ALL CALLS		0:01:35
AGENCY		AVERAGE TIME ON SCENE (MM:SS)
Ovilla Fire Department		21:52

Breakdown by Major Incident Type

MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	4	5.48%
Rescue & Emergency Medical Service	41	56.16%
Hazardous Condition (No Fire)	1	1.37%
Service Call	11	15.07%
Good Intent Call	11	15.07%
False Alarm & False Call	5	6.85%
TOTAL	73	100.00%

Average 1.0 fire per week

Average 2.35 calls per day

Average 18.25 calls per week

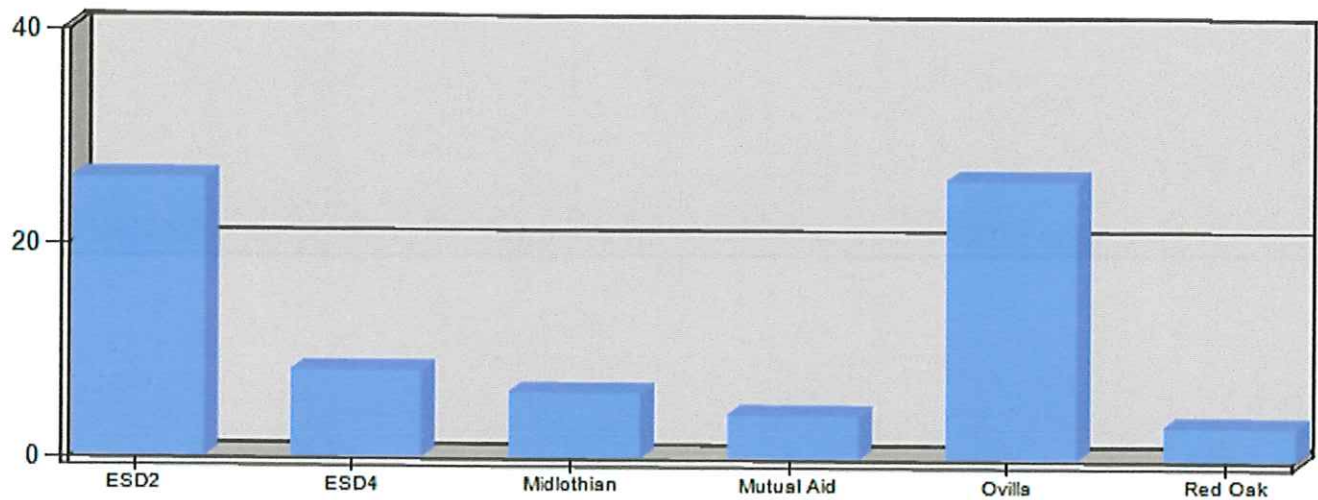
C701 Responses | **13**

C702 Responses | **8**

Number of Overlapping Calls | **6**

Total Ovilla Fire Department Runs | 73

Breakdown by Districts



ZONE	# INCIDENTS
ESD2 - ESD #2	26
ESD4 - ESD #4	8
Midlothian - Midlothian City Limits	6
Mutual Aid - Mutual Aid	4
Ovilla - City Limits	26
Red Oak - Red Oak City Limits	3

TOTAL: 73

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

Zone Title	AVERAGE RESPONSE TIME in minutes (Dispatch to Arrived)
Red Oak - Red Oak City Limits	12.12
Mutual Aid - Mutual Aid	11.88
ESD4 - ESD #4	8.53
ESD2 - ESD #2	8.07
Ovilla - City Limits	5.17

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	TURNOUT TIME (min) (Dispatch to Enroute)	
AIDAU	0:54	
B701	2:54	
C701	1:02	
C702	1:44	
E701	1:41	
R755	2:57	
AVERAGE TURNOUT TIME:		1:52

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
AIDAU	3
B701	2
C701	13
C702	8
E701	56
R755	3

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	58,575	58,736	161	\$ 67.37	\$ -
B702	4,018	4,029	11	\$ 32.44	\$ -
C701	27,204	28,114	910	\$ 230.50	\$ -
C702	104,235	104,629	394	\$ 65.36	\$ 240.00
E701	18,767	19,348	581	\$ 439.45	\$ 829.21
E702	29,642	29,721	79	\$ 43.52	\$ -
E703	14,476	14,485	9	\$ 37.53	\$ -
R755	19,981	20,048	67	\$ 70.39	\$ -
Station Supplies (Small Equipment Fuel, Propane, Other)				\$ -	\$ -
Totals for the Month			2,212	\$ 986.56	\$ 1,069.21



DATE: February 10, 2020

TO: Honorable Mayor and Council Members

FROM:
Linda Harding, Accountant

SUBJECT: Financials for December 2019

City of Ovilla
Financial Statement
As of December 31,

100 - General Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Taxes	1,316,041.42	1,741,747.48	2,557,930.00	68.00%	816,182.52
Licenses-Permits-Fees	13,437.49	33,368.27	108,460.00	30.77%	75,091.73
Services	8,960.10	1,037.69	900,496.00	0.12%	899,458.31
Fines & Forfeitures	6,331.21	20,386.68	227,800.00	8.95%	207,413.32
Not Categorized	1,222.83	1,222.83	0.00	0.00%	(1,222.83)
Other Revenue	13,787.31	33,426.63	137,215.00	24.36%	103,788.37
Transfers	0.00	0.00	1,025,158.00	0.00%	1,025,158.00
Revenue Totals	<u>1,337,325.78</u>	<u>1,831,189.58</u>	<u>4,957,059.00</u>	<u>10.85%</u>	<u>3,125,869.42</u>
Expense Summary					
Employee Benefits	14,307.67	67,363.91	417,134.00	16.15%	349,770.09
Special Expenses	324.25	1,764.02	34,800.00	5.07%	33,035.98
Other Expense	2,976.14	11,490.33	63,622.00	18.06%	52,131.67
Personnel	124,531.77	422,745.58	1,646,427.00	25.68%	1,223,681.42
Special Services	9,964.73	19,671.98	80,937.00	24.31%	61,265.02
Contractual Services	18,035.72	86,706.72	395,774.00	21.91%	309,067.28
Operating Services	6,717.40	21,799.28	116,347.00	18.74%	94,547.72
Supplies	3,806.88	13,578.71	103,800.00	13.08%	90,221.29
Professional Development	4,796.38	10,205.18	31,125.00	32.79%	20,919.82
Software & Computer Equipment	4,634.83	37,677.55	81,341.00	46.32%	43,663.45
Printing Expense	751.24	4,396.50	20,784.00	21.15%	16,387.50
Utilities	30,746.03	60,317.95	359,184.00	16.79%	298,866.05
Repairs - Bldg & Machinery	8,449.44	15,220.26	148,850.00	10.23%	133,629.74
Insurance	0.00	8,840.22	39,866.00	22.17%	31,025.78
Minor Capital Outlay	49,538.68	61,496.61	281,568.00	21.84%	220,071.39
Reserve	0.00	0.00	195,000.00	0.00%	195,000.00
Vehicle Expenses	3,290.92	10,166.87	46,000.00	22.10%	35,833.13
Capital Outlay	65.00	113,529.90	891,500.00	12.73%	777,970.10
Not Categorized	0.00	7,583.27	0.00	0.00%	(7,583.27)
Rentals	234.56	679.44	3,000.00	22.65%	2,320.56
Expense Totals	<u>283,171.64</u>	<u>975,234.28</u>	<u>4,957,059.00</u>	<u>19.67%</u>	<u>3,981,824.72</u>

City of Ovilla
Financial Statement
As of December 31, 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 December 31, 2019

120 - Street Improvement Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Taxes	5,525.60	11,178.54	54,320.00	20.58%	43,141.46
Other Revenue	0.00	0.00	100.00	0.00%	100.00
Revenue Totals	<u>5,525.60</u>	<u>11,178.54</u>	<u>54,420.00</u>	<u>20.54%</u>	<u>43,241.46</u>
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	<u>0.00</u>	<u>0.00</u>	<u>54,420.00</u>	<u>0.00%</u>	<u>54,420.00</u>

City of Ovilla
Financial Statement
As of December 31, 2019

130 - Court Technology	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Fines & Forfeitures	174.61	510.33	4,900.00	10.41%	4,389.67
Revenue Totals	174.61	510.33	4,900.00	10.41%	4,389.67
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 December 31, 2019

140 - Court Security	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Fines & Forfeitures	130.94	382.76	3,600.00	10.63%	3,217.24
Revenue Totals	130.94	382.76	3,600.00	10.63%	3,217.24
Expense Summary					
Other Expense	516.15	516.15	1,200.00	43.01%	683.85
Reserve	0.00	0.00	2,400.00	0.00%	2,400.00
Expense Totals	516.15	516.15	3,600.00	14.34%	3,083.85

City of Ovilla
Financial Statement
As of December 31, 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 December 31, 2019

200 - Water And Utilities Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Services	113,315.68	472,032.76	1,263,564.00	37.36%	791,531.24
Other Revenue	0.00	3.42	72,900.00	0.00%	72,896.58
Transfers	2,500.00	8,750.00	380,928.00	2.30%	372,178.00
Revenue Totals	<u>115,815.68</u>	<u>480,786.18</u>	<u>1,717,392.00</u>	<u>28.00%</u>	<u>1,236,605.82</u>
Expense Summary					
Reserve	0.00	0.00	141,243.00	0.00%	141,243.00
Personnel	14,323.74	54,059.27	353,025.00	15.31%	298,965.73
Employee Benefits	1,466.95	9,453.89	91,558.00	10.33%	82,104.11
Special Services	283.04	5,275.67	49,050.00	10.76%	43,774.33
Contractual Services	0.00	0.00	20,820.00	0.00%	20,820.00
Operating Services	445.34	3,825.69	9,200.00	41.58%	5,374.31
Supplies	216.45	1,073.55	5,050.00	21.26%	3,976.45
Professional Development	30.00	265.00	2,450.00	10.82%	2,185.00
Software & Computer Equipment	116.23	216.23	17,125.00	1.26%	16,908.77
Printing Expense	40.79	40.79	5,950.00	0.69%	5,909.21
Utilities	82,198.25	100,612.36	712,038.00	14.13%	611,425.64
Other Expense	856.25	1,937.25	9,325.00	20.77%	7,387.75
Rentals	0.00	0.00	1,500.00	0.00%	1,500.00
Vehicle Expenses	285.44	1,215.75	9,200.00	13.21%	7,984.25
Repairs - Bldg & Machinery	1,176.08	8,481.26	43,100.00	19.68%	34,618.74
Insurance	0.00	2,352.00	8,058.00	29.19%	5,706.00
Minor Capital Outlay	473.86	633.04	17,000.00	3.72%	16,366.96
Capital Outlay	545.00	572.02	221,700.00	0.26%	221,127.98
Expense Totals	<u>102,457.42</u>	<u>190,013.77</u>	<u>1,717,392.00</u>	<u>11.06%</u>	<u>1,527,378.23</u>

City of Ovilla
Financial Statement
As of December 31, 2019

250 - WWW Infrastructure Improvements	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Services	5,490.21	16,527.78	69,538.00	23.77%	53,010.22
Revenue Totals	5,490.21	16,527.78	69,538.00	23.77%	53,010.22
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 December 31, 2019

300 - Capital Projects Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Other Revenue	0.00	0.01	270.00	0.00%	269.99
Revenue Totals	0.00	0.01	270.00	0.00%	269.99
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 December 31, 2019

400 - Debt Service Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Taxes	282,138.99	346,449.33	468,990.00	73.87%	122,540.67
Other Revenue	0.00	90.06	550.00	16.37%	459.94
Transfers	0.00	0.00	108,460.00	0.00%	108,460.00
Revenue Totals	<u>282,138.99</u>	<u>346,449.33</u>	<u>578,000.00</u>	<u>11.13%</u>	<u>231,460.61</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 December 31, 2019

500 - Municipal Development District Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Taxes	5,991.02	17,648.34	53,025.00	33.28%	35,376.66
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>5,991.02</u>	<u>17,648.34</u>	<u>301,100.00</u>	<u>5.86%</u>	<u>283,451.66</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 December 31, 2019

500 - Municipal Development District Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Taxes					
500-4000120 Sales tax	5,991.02	17,648.34	53,025.00	33.28%	35,376.66
Taxes Totals	4,416.98	17,648.34	53,025.00	33.28%	35,376.66
Other Revenue					
500-4000840 Interest Income	0.00	0.00	600.00	0.00%	600.00
Other Revenue Totals	50.00	0.00	600.00	0.00%	600.00
Transfers					
500-4000990 Reduction in Fund	0.00	0.00	247,475.00	0.00%	247,475.00
Transfers Totals	20,622.92	0.00	247,475.00	0.00%	247,475.00
Revenue Totals	25,089.90	17,648.34	301,100.00	5.86%	283,451.66

City of Ovilla
Financial Statement
As of December 31, 2019

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600 - 4B Economic Development Fund	Current Month Budget	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Taxes	9,712.78	0.00	116,600.00	0.00%	116,600.00
Other Revenue	133.28	0.00	1,600.00	0.00%	1,600.00
Transfers	22,016.19	0.00	264,300.00	0.00%	264,300.00
Revenue Totals	31,862.25	0.00	382,500.00	0.00%	382,500.00
Expense Summary					
Other Expense	3,157.90	0.00	37,900.00	0.00%	37,900.00
Reserve	791.35	0.00	9,500.00	0.00%	9,500.00
Special Services	441.51	0.00	5,300.00	0.00%	5,300.00
Supplies	16.66	0.00	200.00	0.00%	200.00
Professional Development	416.50	906.25	5,000.00	18.13%	4,093.75
Printing Expense	25.00	0.00	300.00	0.00%	300.00
Insurance	24.99	0.00	300.00	0.00%	300.00
Capital Outlay	27,000.00	0.00	324,000.00	0.00%	324,000.00
Expense Totals	31,873.91	906.25	382,500.00	0.24%	381,593.75

City of Ovilla
Financial Statement
As of December 31, 2019

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700 - Park Impact Fund	Current Month Budget	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Services	717.75	2,676.16	8,613.00	31.07%	5,936.84
Other Revenue	3,208.75	0.00	38,505.00	0.00%	38,505.00
Revenue Totals	3,926.50	2,676.16	47,118.00	5.68%	44,441.84
Expense Summary					
Reserve	551.50	0.00	6,618.00	0.00%	6,618.00
Minor Capital Outlay	41.67	0.00	500.00	0.00%	500.00
Capital Outlay	3,332.00	0.00	40,000.00	0.00%	40,000.00
Expense Totals	3,925.17	0.00	47,118.00	0.00%	47,118.00

City of Ovilla
Financial Statement
As of December 31, 2019

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800 - Water And Utilities Impact Fee Fund	Current Month Budget	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Services	4,563.00	21,485.92	54,756.00	39.24%	33,270.08
Revenue Totals	4,563.00	21,485.92	54,756.00	39.24%	33,270.08
Expense Summary					
Reserve	4,563.00	0.00	54,756.00	0.00%	54,756.00
Expense Totals	4,563.00	0.00	54,756.00	0.00%	54,756.00

City of Ovilla
Financial Statement
As of December 31, 2019

#####

900 - Employee Benefit Trust Fund	Current Month Budget	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Other Revenue	0.00	14,907.10	0.00	0.00%	(14,907.10)
Revenue Totals	0.00	14,907.10	0.00	0.00%	(14,907.10)
Expense Summary					
Employee Benefits	0.00	14,304.92	0.00	0.00%	(14,304.92)
Expense Totals	0.00	14,304.92	0.00	0.00%	(14,304.92)

City of Ovilla
Financial Statement
As of December 31, 2019

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930 - Police Department Special Fund	Current Month Budget	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Other Revenue	0.00	1,020.00	0.00	0.00%	(1,020.00)
Revenue Totals	0.00	1,020.00	0.00	0.00%	(1,020.00)



DATE: February 10, 2020

TO: Honorable Mayor and Council Members

FROM:
Linda Harding, Accountant

SUBJECT: Transactions over \$5,000 for December 2019

City of Ovilla Payment

Payment Type	Check Date	Check #	Vendor	Invoice Description	Payment Amount
BankDraft	12/11/2019		Internal Revenue Service	12/13/2019	9,319.03
BankDraft	12/26/2019		Internal Revenue Service	Biweekly Payroll 12/27/2019	9,163.09
Check	12/19/2019	000000	City of Ovilla EDC	sales tax	11,051.19
Check	12/6/2019	049808	Community Waste Disposal	SOLID WASTE	22,353.64
Check	12/12/2019	049820	T. M. R. S.	Biweekly Payroll 11/1/2019	7,788.74
Check	12/12/2019	049820	T. M. R. S.	Biweekly Payroll 11/15/2019	8,334.50
Check	12/12/2019	049820	T. M. R. S.	Biweekly Payroll 11/29/2019	7,837.14
Check	12/13/2019	049828	City of Dallas	WATER - 10/31/2019-11/27/2019	21,735.76
Check	12/13/2019	049831	Community Waste Disposal	WEEKDAY HAUL	433.57
Check	12/13/2019	049831	Community Waste Disposal	SOLID WASTE	22,410.76
Check	12/13/2019	049842	Holiday Ford	2020 VIN 110066 AND VIN 109309	112,830.00
Check	12/13/2019	049854	Trinity River Authority of Texas	DECEMBER	29,065.00
Check	12/16/2019	049859	Eikon Consulting Group, LLC	BRYSON MANOR PHASE III	2,235.00
Check	12/16/2019	049859	Eikon Consulting Group, LLC	MAIN STREET SANITARY SEWER	3,717.63
Check	12/20/2019	049874	Kubota Tractor Corporation	MINI EXCAVATOR KX 033-4R1A SN 14059	43,300.58
Check	12/20/2019	049884	Trinity River Authority of Texas	JANUARY	29,065.00
Check	12/27/2019	049893	Bureau Veritas North America, Inc	0260 7241 JUDY DRIVE	1,246.36
Check	12/27/2019	049893	Bureau Veritas North America, Inc	272 7211 JUDY DR	392.69
Check	12/27/2019	049893	Bureau Veritas North America, Inc	313 7020 CEDAR CT	1,712.15
Check	12/27/2019	049893	Bureau Veritas North America, Inc	302 7030 CEDAR CT	1,425.50
Check	12/27/2019	049893	Bureau Veritas North America, Inc	319 223 LARIAT TRL	76.92
Check	12/27/2019	049893	Bureau Veritas North America, Inc	321 116 WATER ST	76.92
Check	12/27/2019	049893	Bureau Veritas North America, Inc	327 102 MEADOWOOD LN	76.92
Check	12/27/2019	049893	Bureau Veritas North America, Inc	335 126 SUBURBAN DR	76.92
Check	12/27/2019	049893	Bureau Veritas North America, Inc	294 7050 CEDAR CT	1,343.60
Check	12/27/2019	049893	Bureau Veritas North America, Inc	286 605 VALLEY VIEW CT	76.92
					325,580.65

Name	Previous Balance	NEW BALANCE	As Of
Debt Fund	42,239.04	163,932.66	2/4/2020
General Fund Reserve	57,306.61	57,762.40	2/4/2020
GF Reserve CD	253,162.74	253,162.74	2/4/2020
Water Impact	51,029.06	51,029.06	2/4/2020
4B EDC	535,401.71	546,911.58	2/4/2020
Fire Dept. Auxil.	6,410.00	6,410.00	2/4/2020
Water Money Market	191,901.86	191,901.86	2/4/2020
MDD Fund	355,691.24	361,987.47	2/4/2020
Water Credit Card	140.89	149.89	2/4/2020
GF Reserves Money Mkt.	130,258.51	130,258.51	2/4/2020
GF Money Market	234,945.00	236,392.13	2/4/2020
Park Fund Money Mkt.	82,062.08	82,062.08	2/4/2020
Capital Projects Money Mkt.	132,561.24	132,561.24	2/4/2020
W&S Impact-Sewer	117,894.55	117,894.55	2/4/2020
employee benefit trust	133.17	133.17	2/4/2020
GF Operating	942,223.43	2,925,071.00	2/4/2020
W&S Fund Operating	1,001,530.00	1,028,000.00	2/4/2020
Police Special Fund	215.51	215.51	2/4/2020
SUB TOTAL	4,135,106.64	6,285,835.85	
TexPool - CAPITAL PROJECT	314.94	315.00	2/4/2020
TexStar - GENERAL FUND	3,899.51	3,900.00	2/4/2020
TexStar - GENERAL FUND	972.45	972.45	2/4/2020
TexStar - W&S IMPACT	3,299.64	3,299.64	2/4/2020
TexStar - CAPITAL PROJECT	1,461.09	1,461.09	2/4/2020
TexStar - W&S FUND	1,198.00	1,198.00	2/4/2020
Bryson Manor - GENERAL FUND	301,510.97	302,022.65	2/4/2020
Leose	1.79	1.79	2/4/2020
TOTAL BANK BALANCES	4,447,765.03	6,599,006.47	



Date: February 5, 2020,

TO: City Manager Pam Woodall, Honorable Mayor and City Council Members

FROM: Daniel Durham – Water / Wastewater Superintendent
Johnny Cruz – Streets / Parks Superintendent

TOPIC: Public Works Monthly Report for January 2020

STAFFING: 7 FTE positions approved; 6 FTE position filled

WORK ORDERS

- 21 total Work Orders completed for the month of January 2020

GovPilot Reporting

Balances

	New	Completed	Remaining
Water/WW	19	16	3
Street/Parks	22	5	17
Total	41	21	20

WATER

- Gallons purchased from DWU 10.128.00 MG, Retail Billed 7.800.40 MG, Retail Unbilled 14.2k, Builder metered 14.3k, Maintenance flushing 75.0k,
- 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.
- **Water Main repair on 1-5-20 at 311 Shadow wood. (after hours)**



Wastewater

- 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

- Crack sealing- Sector #2 Water. St, Willow wood, Silverwood Completed.
- Street maintenance to potholes on Shiloh. Rd, Thorn tree, Westmoreland. Rd, Buckboard, Meadowlark, Johnson Ln, Bryson. Ln, William, Red Oak Creek. Rd, Brookwood, Cardinal, Malloy, Hosford
- Trimmed trees from right of ways and roadways as needed.
- Box culverts completed at the end of westlawn and willowwood and filled in around them with road base.
- Saw cut 311 shadow wood dugout and replaced with road base and compacted. (Damage was due to water leak)
- TX DOT came and trimmed back the limbs that over hung at 3412 Ovilla. Rd
- Replaced speed hump with heavy duty rubber speed hump on the west side of Lariat. (street dept is going to replace the other hump to the far east in the month of February)
- Replaced speed limit sign with 25mph sign at E. Main behind Ovilla animal hospital.
- 1211 Red Oak Creek- Cut stump out of fence, repaired hole in the fence and hauled off rock pile left behind by Oncor contractor.
- Straightened up stop sign pole at Shiloh and Bent tree.

Parks

- 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

- Repairs made to the service league building- cut out old siding patched and caulked them with new materials.
- Repaired pea trap in men's restrooms.
- Changed out faucet in men's restroom.
- Changed out faucet in woman's restroom.



Vehicle & Equipment Usage Report

January, 2020

Item #	Veh. #	Description	Mileage				Hours		
			Begin	End	Accrued		Begin	End	Accrued
1		2017 F250 4x4	16,016	16,338	322				
2		2015 2500 HD Silverado	44,941	45,510	569				
3		2011 3500HD Silverado	57,200	57,468	268				
4		2008 2500HD Silverado	86,358	86,692	334				
5		2019 f250 Animal Control	9,218	9,623	405				
6		2008 1500 Silverado	117,409	117,761	352				
7		2001 C6500 Dump Truck	19,037	19,050	13				
8		1999 International Patch Truck	312,128	312,128	0				
9		1998 Ford Dump Truck	55,249	55,296	47				
10		New Holland Skid LS60					1304.8	1305.7	0.9
11		1999 Kubota Tractor					996.2	996.2	0
12		1992 Ford Tractor					1090.4	1090.4	0
13		310K John Deere Backhoe					2080.0	2089.4	9.4
14		Ingersoll Mobil Air Compress					1326.1	1326.1	0
15		Jet Machine					504.7	504.7	0
16		Vac Machine 2017					121.2	121.2	0
17		Boomag 900-50 packer					195.0	195.0	0
18		2016 Exmark					316.4	316.4	0
19		2013 Exmark					470.7	472.7	2
20		2004 Exmark					1066.6	1066.7	.1
21		JCB Backhoe					79.6	79.6	0
22		Kubota Mini Excavator					6.6	17.3	10.7
23		Crafco Crack Sealer					45.5	63.9	18.4
Total =			2,310				Total =		
							41.5		

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**

	Jan. 2020	Jan.2020 YTD	Jan .2019	
Calls For Service				
Complaint (Nuis 21 Permit 5,Parking 10)	36	36	49	
Follow up (Nuis 21 Permit 5 Park 10)	42	42	55	
Door Notice (Nui - 10, Permit 3 Parking 7)	20	20	30	
Mail Notice (Parking 4 nuisance 5 perm 5)	14	14	17	
Posted Property (nuisance 2)	2	2	4	
Court 1 Junk vehicle,	\$166	\$166	\$740.00	
Citizen Contacts	56	56	44	
Permits Reviewed	18	18	17	
Permits Issued	16	16	12	
Inspections	28	28	19	
Nuisance Abated by City	0	0	3	
Nuisance Signs (Garage sale-18 business 26)	34	34	41	
Board of Adjustment	0	0	1	

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**

	Jan.2020	Jan.2020 YTD	Jan.2019	
Calls For Service				
Complaint (Regist-23 At Large 10 Bark 2)	35	35	46	
Follow up	42	42	52	
Door Notice (Regis-18, Bark 2 at large 4)	24	24	29	
Impounded Animal (Dog 6)	6	6	6	
Animal welfare check	9	9	11	
Impound Results (Transport 4 Ret to own 2)	6	6	6	
Impound fee collected	\$70.00	\$70.00	240	
Court	\$0.00	\$0.00	0	
Citizen Contacts	31	31	38	
Animal registration \$84	7	7	13	
Registration Letter Mailed	19	19	23	
Nuisance letter -2 barking 2 At large	4	4	5	
Animals released 1 possum	1	1	7	
Deceased removed	22	22	18	
Oak Leaf -	0	0	4	
Traps Checked Out	6	45	3	

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**

	Jan. 2020	Jan.2020 YTD	Jan .2019	
Calls For Service				
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Follow up (Nuis 21 Permit 5 Park 10)	42	42	55	
Door Notice (Nui - 10, Permit 3 Parking 7)	20	20	30	
Mail Notice (Parking 4 nuisance 5 perm 5)	14	14	17	
Posted Property (nuisance 2)	2	2	4	
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Inspections	28	28	19	
Nuisance Abated by City	0	0	3	
Nuisance Signs (Garage sale-18 business 26)	34	34	41	
Board of Adjustment	0	0	1	

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	January 2020	January 2020 YTD	January 2019	January 2019 YTD
Accident	4	4	7	7
Alarms	15	15	20	20
Arrest	9	9	3	3
Assault/Assault FV	0	0	1	1
Assists	58	58	77	77
Building / House Security Check	731	731	747	747
Burglary	0	0	0	0
Burglary of Motor Vehicle	1	1	0	0
Criminal Mischief	0	0	1	1
Disturbance	11	11	7	7
Neighborhood Check	1300	1300	1378	1378
Other Calls for Service	76	76	79	79
Suspicious Person	7	7	5	5
Suspicious Vehicle	26	26	10	10
Theft	0	0	1	1
Traffic Assignment/School Enforcement	27	27	24	24
TOTAL CALLS FOR SERVICE	2265	2265	2360	2360

Volunteer and Reserve Officer Hours	18	18	28	28
Average Response Time (Minutes)	4.22	4.22	4.03	4.03
Total Citations	43	43	78	78
Total Traffic Stops	206	206	264	264
Traffic Stop Disposition Warning	165	165	214	214
Traffic Stop Disposition Citation	41	41	50	50
PERCENT OF STOPS RECEIVING CITATIONS	19.9	19.9	18.9	18.9

STAFFING

Full Time Sworn	10
Full Time Civillian	1
Part Time Sworn	3
Reserve Officer	1
Total Staff	15

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	48	4	\$13,905.70	\$8,988.24	\$4,917.46	23	14	26	5	30	0	0
February												
March												
April												
May												
June												
July												
August												
September												
Totals	220	5	\$47,186.77	\$31,584.66	\$15,602.11	110	52	94	26	54	2	1

2018-2019 FY

January	84	0	\$13,301.60	\$8,003.11	\$5,298.49	22
FY Totals	347	6	\$61,583.17	\$38,285.21	\$23,297.96	96

Staffing

Full Time Court Clerk	1
Full Time Deputy Court Clerk	1
Judge	1
Prosecutor	1