

City of OVILLE 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, March 09, 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, March 09, 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

- None

- **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 R2020-05 authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of seven cents per capita to the Steering Committee to fund regulatory and related activities related to Oncor Electric Delivery Company, LLC.
2. Contract extension with Eddie Peacock PLLC for accounting services.

IV. REGULAR AGENDA

ITEM 1. **DISCUSSION/ACTION** – Consideration of and action on an agreement to match funds if awarded by the AFG Grant, for Personal Protective Equipment (PPE) in the amount of \$4,357, authorizing Chief Kennedy to execute grant documents.

ITEM 2. **DISCUSSION/ACTION** – Consideration of and action on a contract agreement with Target Solutions LLC., a web-based equipment check software that integrates with current incident reporting software Emergency Reporting, authorizing Chief Kennedy to execute, effective immediately.

ITEM 3. **DISCUSSION/ACTION** – Receive recommendation report from the Planning and Zoning commission to consider and act on a preliminary plat application submitted by Clyde Hargrove for Broadmoor Estates Subdivision, Ovilla, Ellis County, Texas.

ITEM 4. **DISCUSSION/ACTION** – Consideration of and Action on a request filed by Mr. Ed Harrison for a Meritorious Exception to place a pole sign on 664 and 100 Ovilla Creek Court, authorizing the City Manager to execute said permit.

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ITEM 5. DISCUSSION/ACTION – Consideration of and Action on Ordinance 2020-05 of the City Council of the City of Ovilla, Texas, declaring unopposed candidates in the May 02, 2020 General City Election elected to office; canceling the election; providing a savings clause; providing a severability clause; and providing an effective date.

DISCUSIÓN/ACCIÓN – Consideración de una Acción a partir de la Ordenanza 2020-05 una ordenanza de la ciudad de Ovilla, Texas, declarando a los candidatos sin oposición en la elección general de la ciudad del 02 de mayo de 2020 elegidos para el cargo; cancelando la elección; proporcionando una cláusula de salvaguardia; proporcionando una cláusula de separabilidad; y proporcionando una fecha efectiva.

ITEM 6. DISCUSSION/ACTION – Consider a proposal to allow a Boy Scout Eagle Project to be constructed in Heritage Park or some other City facility.

ITEM 7. DISCUSSION/ACTION – Consideration of any item(s) pulled from the Consent Agenda for individual consideration and action.

V. STAFF REPORTS

- **Department Activity Reports / Discussion**
 - Police Department Chief B. Windham
 - Fire Department Chief B. Kennedy
 - Public Works
 - 1. Water/wastewater Water Superintendent D. Durham
 - 2. Streets/Drainage/Parks Street Superintendent Johnny Cruz
 - 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.

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 Finance Director position.

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

B. Reconvene into Regular (Open) Session

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

VIII. ADJOURNMENT

City of OVILLE 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

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF THE NOTICE OF the March 09, 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 06 day of March 2020 prior to 6:00 p.m., in compliance with Chapter 551, Texas Government Code.

G Miller
G Miller, City Secretary

DATE OF POSTING:
DATE TAKEN DOWN:

3/10/2020 TIME: *4:00* am/pm
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 sección 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 esta propiedad con una pistola visible.

To
**Honorable Mayor
and Council**

From
Staff

CC
**Applicable
Departments**

Comments:

1. Resolution R2020-05 authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of seven cents per capita to the Steering Committee to fund regulatory and related activities related to Oncor Electric Delivery Company, LLC.
2. Contract extension with Eddie Peacock PLLC for accounting services.

BACKGROUND AND JUSTIFICATION:

C1: R2020-05 Oncor Steering Committee

Continued annual membership with the Steering Committee.

STAFF RECOMMENDATION: Staff recommends approval

C2: Contract extension accounting services.

Contract agreement with Eddie Peacock PLLC for accounting services.

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. R2020-05

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF SEVEN CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

WHEREAS, the City of Ovilla is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and

WHEREAS, the Steering Committee of Cities Served By Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee; and

WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

WHEREAS, the Executive Committee in its December 2019 meeting set a budget for 2020 that compels an assessment of seven cents (\$0.07) per capita; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric 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 Steering Committee of Cities Served by Oncor to protect the interests of the City of Ovilla and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

II.

The City is further authorized to pay its assessment to the Steering Committee of seven cents (\$0.07) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

III.

A copy of this Resolution and the assessment payment check made payable to "*Steering Committee of Cities Served by Oncor*" shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

PRESENTED AND PASSED on this the 9th day of March, 2020, by a vote of _____

ayes and _____ nays at a regular meeting of the City Council of the City of Ovilla, Texas.

Signature
Mayor

ATTEST:

Signature
City Secretary

APPROVED AS TO FORM:

Signature
City Attorney

MEMORANDUM

TO: Steering Committee of Cities Served by Oncor

FROM: Paige Mims, Chair

DATE: January, 2020

RE: **Action Needed – 2020 Membership Assessment Invoice**

Enclosed please find the 2020 Steering Committee of Cities Served by Oncor (“Steering Committee”) membership assessment invoice and draft resolution. These items are discussed below. We ask that your city please take action on the membership assessment as soon as possible.

Although the Steering Committee does not require that your city take action by resolution to approve the assessment, some members have requested a resolution authorizing payment of the 2020 membership assessment. Payment of the membership assessment fee shall be deemed to be in agreement with the terms of the Steering Committee participation agreement.

Please forward the membership assessment fee and, if applicable, the signed resolution to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010. Checks should be made payable to: *Steering Committee of Cities Served by Oncor*. If you have any questions, please feel free to contact me at (972/941-7125) or Thomas Brocato (tbrocato@lglawfirm.com, 512/322-5857).

Membership Assessment Invoice and Resolution

The Steering Committee is the most active consumer group advocating the interests of cities and residential and small commercial customers within the cities to keep electric transmission and distribution (*i.e.*, wires) rates reasonable. Steering Committee activities protect the authority of municipalities over the regulated wires service and rates charged by Oncor Electric Delivery Company, LLC (“Oncor”).

The work undertaken by the Steering Committee has saved cities and ratepayers millions of dollars in unreasonable charges. In order to continue to be an effective voice before the Public Utility Commission of Texas (“Commission” or “PUC”), ERCOT, the Legislature, and in the courts, the Steering Committee must have your support. The membership assessment is deposited in an account which funds Steering Committee activities.

Currently, the Steering Committee is involved in numerous rulemakings and projects at the PUC. The Steering Committee expects to participate in Oncor’s Distribution Cost Recovery Factor (“DCRF”) and Energy Efficiency Cost Recovery Factor (“EECRF”) proceedings later this year.

On December 12, 2019, the Steering Committee approved the 2020 assessment for Steering Committee membership. Based upon the population-based assessment protocol previously adopted by the Steering Committee, the assessment for 2020 is a per capita fee of \$0.07 based upon the population figures for each city shown in the latest TML Directory of City Officials. This is a decrease of \$0.01 compared to 2019. The enclosed invoice represents your city's assessment amount.

To assist you in the assessment process, we have attached several documents to this memorandum for your use:

- OCSC 2019 Year in Review
- Model resolution approving the 2020 assessment (optional, provided for those cities that have requested a resolution to authorize payment)
- Model staff report supporting the resolution
- List of Steering Committee members
- 2020 Assessment invoice
- 2019 Assessment invoice and statement (only if not yet paid)
- Blank member contact form to update distribution lists

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

Invoice

Date	Invoice #
2/5/2020	20-104

Bill To
City of Ovilla

Item	Population	Per Capita	Amount
2020 Membership Assessment	4,146	0.07	290.22
Please make check payable to: Oncor Cities Steering Committee and mail to Oncor Cities Steering Committee, Attn: Brandi Stigler, Arlington City Attorney's Office, 101 S. Mesquite St., Ste. 300, MS #63-0300, Arlington, Texas 76010			Total \$290.22

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).

7990665

STEERING COMMITTEE CITIES SERVED BY ONCOR (162)

Addison	Frisco	Plano
Allen	Frost	Pottsboro
Alvarado	Gainesville	Prosper
Andrews	Garland	Ranger
Anna	Glenn Heights	Red Oak
Archer City	Grand Prairie	Rhome
Argyle	Granger	Richardson
Arlington	Grapevine	Richland
Azle	Haltom City	Richland Hills
Bedford	Harker Heights	River Oaks
Bellmead	Haslet	Roanoke
Belton	Henrietta	Robinson
Benbrook	Hewitt	Rockwall
Beverly Hills	Highland Park	Rosser
Big Spring	Honey Grove	Rowlett
Breckenridge	Howe	Sachse
Bridgeport	Hudson Oaks	Saginaw
Brownwood	Hurst	Sansom Park
Buffalo	Hutto	Seagoville
Burkburnett	Iowa Park	Sherman
Burleson	Irving	Snyder
Caddo Mills	Jolly	Southlake
Cameron	Josephine	Springtown
Canton	Justin	Stephenville
Carrollton	Kaufman	Sulphur Springs
Cedar Hill	Keene	Sunnyvale
Celina	Keller	Sweetwater
Centerville	Kennedale	Temple
Cleburne	Kerens	Terrell
Coahoma	Killeen	The Colony
Colleyville	Krum	Trophy Club
Collinsville	Lake Worth	Tyler
Colorado City	Lakeside	University Park
Comanche	Lamesa	Venus
Commerce	Lancaster	Waco
Coppell	Lewisville	Watauga
Copperas Cove	Lindale	Waxahachie
Corinth	Little Elm	Westover Hills
Cross Roads	Little River Academy	Westworth Village
Crowley	Malakoff	White Settlement
Dallas	Mansfield	Wichita Falls
Dalworthington Gardens	McKinney	Willow Park
DeLeon	Mesquite	Woodway
De Soto	Midland	Wylie
Denison	Midlothian	
Duncanville	Murchison	
Early	Murphy	
Eastland	New Chapel Hill	
Edgecliff Village	North Richland Hills	
Ennis	Northlake	
Euless	Oak Leaf	
Everman	Oak Point	
Fairview	Odessa	
Farmers Branch	O'Donnell	
Fate	Ovilla	
Flower Mound	Palestine	
Forest Hill	Pantego	
Forney	Paris	
Fort Worth	Parker	

**STAFF REPORT ON ASSESSMENT RESOLUTION
FOR STEERING COMMITTEE OF CITIES SERVED BY ONCOR**

Purpose of the Resolution

The City of Ovilla is a member of a 162-member city coalition known as the Steering Committee of Cities Served by Oncor (Steering Committee). The resolution approves the assessment of a seven cent (\$0.07) per capita fee to fund the activities of the Steering Committee.

Why this Resolution is Necessary

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over two decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee 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 “Be It Resolved” Paragraphs

I. The City is currently a member of the Steering Committee; this paragraph authorizes the continuation of the City’s membership.

II. This paragraph authorizes payment of the City’s assessment to the Steering Committee in the amount of seven cents (\$0.07) per capita, based on the population figure for the City as shown in the latest TML Directory of City Officials.

III. This paragraph requires payment of the 2020 assessment be made and a copy of the resolution be sent to the Steering Committee.

Payment of Assessment

A copy of the resolution should be mailed with payment of the fee to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010. Checks should be made payable to: *Steering Committee of Cities Served by Oncor*.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT is made and entered into as of this FEBRUARY 21, 2020, by and between the City of Ovilla, Texas ("Client") and Eddie Peacock, PLLC, with offices at 102 Brookside Drive, Grapevine, Texas 76051.

WHEREAS, EDDIE PEACOCK, PLLC is in the business as a consultant to local government regarding financial management support, including fiscal, administrative, and technology matters;

WHEREAS, Client desires to engage EDDIE PEACOCK, PLLC for a project relating to the above mentioned and other areas of expertise;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, Client and EDDIE PEACOCK, PLLC agree as follows:

1. EDDIE PEACOCK, PLLC's Engagement

- (a) Client hereby engages EDDIE PEACOCK, PLLC and EDDIE PEACOCK, PLLC and Client agree that this engagement is fully described and will be carried out in accordance with the terms and conditions contained within Appendix "A" (attached), and hereby made a part of this document by reference.
- (b) EDDIE PEACOCK, PLLC shall undertake and accomplish the Engagement with standards acceptable to Client. In carrying out the Engagement, EDDIE PEACOCK, PLLC shall maintain liaison with the Interim Finance Director or such other employee of Client as Client may designate.

2. Scope of Engagement and Fees

- (a) EDDIE PEACOCK, PLLC shall establish a presence, at Client's site, for the purpose of interim staff financial support. Services will generally fall within those required to provide staff support and training. The productivity of the EDDIE PEACOCK, PLLC personnel will be reliant on Client staff's efficient use of resources and management of priorities and projects. On site days to be scheduled at the request of the City Manager and subject to the availability of EDDIE PEACOCK, PLLC.
- (b) The work may be on site or off-site via remote connection, or in consultation via phone, fax or email. At the conclusion of the term, EDDIE PEACOCK, PLLC will provide options for the City to extend or renew this agreement. The fees will be charged per the following schedule:

Eddie Peacock: \$120/ hour (6 hours minimum per on-site visit), plus round-trip mileage at the current IRS rate.

- (c) Services provided by the firm of Eddie Peacock, PLLC and not performed by Eddie Peacock:

Nichola Peacock: \$75/ hour (6 hours minimum per on-site visit), plus round-trip mileage at the current IRS rate.

Eddie Peacock, PLLC shall provide Client with an accurate accounting of time spent on the project, either on site or otherwise.

3. Independent Contractor Status

EDDIE PEACOCK, PLLC shall be an independent contractor and EDDIE PEACOCK, PLLC acknowledges, and confirms to client, its status as that of an independent contractor. Nothing herein shall be deemed or construed to create a joint venture, partnership, agency or employee/employer relationship between the parties for any purpose, including but not limited to taxes or employee benefits. EDDIE PEACOCK, PLLC will be solely responsible for payment of any and all taxes and insurance. EDDIE PEACOCK, PLLC will submit to Client upon request, evidence of compliance with the provisions of this paragraph in a form and manner satisfactory to Client.

4. Power to Act on Behalf of Client

EDDIE PEACOCK, PLLC shall not have any right, power or authority to create any obligation, express or implied, or make representation on behalf of Client except as EDDIE PEACOCK, PLLC may be expressly authorized in advance in writing from time to time by Client and then only to the extent of such authorization.

5. Payment

Client shall pay to EDDIE PEACOCK, PLLC a fee based upon actual billed hours, unless otherwise specified in this document, based upon the rates identified in Section 2(b) above. EDDIE PEACOCK, PLLC will submit an invoice on a weekly basis. Payment is due no more than 10 days following the date the invoice is submitted by EDDIE PEACOCK, PLLC to Client.

6. Expenses

EDDIE PEACOCK, PLLC will be responsible for all out-of-pocket expenses, except for out of City travel (airfares, hotel, rental car, and meals), which will be reimbursed at actual cost, as provided by receipts and other evidence provided to Client by EDDIE PEACOCK, PLLC. EDDIE PEACOCK, PLLC shall not incur such expenses without the express approval, in advance, of Client.

7. EDDIE PEACOCK, PLLC's Covenants

EDDIE PEACOCK, PLLC covenants to Client as follows:

- (a) EDDIE PEACOCK, PLLC will comply at all times with all applicable laws and regulations of any jurisdiction in which EDDIE PEACOCK, PLLC acts;

- (b) EDDIE PEACOCK, PLLC will comply with all applicable policies and standards and shall carry out the Project in a manner consistent with the ethical and professional standards of Client;
- (c) EDDIE PEACOCK, PLLC will comply at all times with all security provisions in effect from time to time at Client's premises, with respect to access to premises, and all materials belonging to Client;
- (d) EDDIE PEACOCK, PLLC shall not use Client's name in any promotional materials or other communications with third parties without Client's prior consent; and
- (e) EDDIE PEACOCK, PLLC is legally authorized to engage in business in the United States and will provide Client satisfactory evidence of such authority upon request.

8. Confidentiality

During the course of carrying out the Project, EDDIE PEACOCK, PLLC may have access to Confidential Information that relates to Client's past, present, or future. In connection therewith, the following subsections shall apply:

- (a) The Confidential Information may be used by EDDIE PEACOCK, PLLC only to assist EDDIE PEACOCK, PLLC in connection with the Project;
- (b) EDDIE PEACOCK, PLLC will protect the confidentiality of the Confidential Information in the same manner that EDDIE PEACOCK, PLLC protects its own confidential information of like kind. Access to the Confidential Information shall be restricted to EDDIE PEACOCK, PLLC and Client's personnel and EDDIE PEACOCK, PLLC shall not disclose Confidential Information to any third party;
- (c) The Confidential Information may not be copied or reproduced without Client's prior written consent;
- (d) Unless otherwise expressly authorized in writing by Client, all Confidential Information made available to EDDIE PEACOCK, PLLC, including copies thereof, shall be returned to Client upon the first to occur of (i) termination of this Agreement or (ii) request by Client; and
- (e) Nothing in this Agreement shall prohibit or limit EDDIE PEACOCK, PLLC's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodology) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party which is not, to EDDIE PEACOCK, PLLC's knowledge, under an obligation to Client not to disclose such information, or (iv) which is or becomes publicly available through no breach by EDDIE PEACOCK, PLLC of this Agreement.
- (f) Due to the EDDIE PEACOCK, PLLC's access to Confidential Information, Client reserves the right to request a background report, should Client deem such report to be necessary.

9. Ownership

All materials prepared by EDDIE PEACOCK, PLLC for Client pursuant to this Agreement shall be owned exclusively by Client and EDDIE PEACOCK, PLLC hereby assigns to Client all rights in such materials and copyrights therein

10. Indemnification

To the extent permitted under Texas law, and subject to the last sentence of this Section 10, EDDIE PEACOCK, PLLC and Client shall indemnify and hold each other, their employees and agents, harmless from and against any claims, demands, loss, damage or expense (i) related to bodily injury or death of any person or damage to property resulting from the negligent or willful acts or omissions of each other, (ii) resulting from any claim that EDDIE PEACOCK, PLLC is not an independent contractor, (iii) incurred by Client based on any claim that any deliverable or other materials delivered under this Agreement or use thereof by Client infringes any copyright, trade secret or other proprietary right of any third party or (iv) resulting from a breach by EDDIE PEACOCK, PLLC of the covenants under Section 7. Nothing in this provision shall require, or be deemed or construed to have required, the Client to assess or collect revenue or to create a sinking fund to satisfy any indemnity obligation in this Agreement.

11. Term

This Agreement shall be effective as of 2.24., 2020 and shall terminate on April 30, 2020, unless the term hereof is extended pursuant to express written agreement of the parties or unless previously terminated as provided in Section 12 below.

12. Termination

- (a) Client may, upon giving fourteen (14) days' written notice identifying specifically the basis for such notice, terminate this Agreement for breach of a material term or condition of this Agreement, provided EDDIE PEACOCK, PLLC shall not have cured such breach within the fourteen (14) day period.
- (b) In the event unsatisfactory results to the inquiry referred to in paragraph (f) of Section 7 are received, Client may terminate this Agreement without notice.
- (c) Either party may at any time terminate this Agreement upon giving thirty (30) days' written notice to the other party.
- (d) In the event this Agreement is terminated, EDDIE PEACOCK, PLLC shall be entitled to payment of all fees, as provided in Sections 4 and 5 respectively, incurred prior to the effective date of such termination.
- (e) Upon termination of this Agreement for any reason, EDDIE PEACOCK, PLLC will cease all activity on the Engagement and shall promptly provide to Client, without cost to Client, all work product and files developed by EDDIE PEACOCK, PLLC under this Agreement and all materials provided to EDDIE PEACOCK, PLLC by Client in connection with this Agreement.

13. Priority of this Agreement

This Agreement sets forth the entire intent and understanding of the parties hereto on the subject matter hereof and supersedes any other agreements or understandings. It may be amended only by a writing duly signed by both of the parties hereto.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first below written.

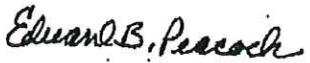
City of Ovilla, Texas

By: 

Date: 2-24-2020

*capped @ \$5000 w/out further
approval by city council*

Eddie Peacock, PLLC

By: 

Date: February 18, 2020

AGENDA ITEM REPORT

Item 1

Meeting Date: March 09, 2020

Department: Fire

 Discussion ActionBudgeted Expense: YES NO N/ASubmitted By: B. Kennedy, Fire ChiefAmount: \$4,357.00Reviewed By: City Manager City Secretary City Engineer
 Accountant Other:

Attachments:

1. Quote for Bunker Gear Purchase
2. Last Invoice for Rental
3. Veridian Warranty
4. Safety Components Warranty Statement
5. Warranty Program for GORE Protective Fabrics

Agenda Item / Topic:

ITEM 1. DISCUSSION/ACTION – Consideration of and action on an agreement to match funds awarded by the AFG Grant, for Personal Protective Equipment (PPE) in the amount of \$4,357, authorizing Chief Kennedy to execute grant documents.

Discussion / Justification:

Background/History: Personal Protective Equipment (PPE) is issued to every member of the department to wear into IDLH atmospheres and hazardous conditions. This gear consists of coats, pants, helmets, hoods, boots, and gloves. This gear keeps our members as safe as possible while performing the duties of their job. National Fire Protection Agency (NFPA) 1851 gives each set of PPE a life span of not more than 10 years. What this means is that, at 10 years the gear is retired from service no matter the condition. The gear is required to be sent off and professionally cleaned, inspected, and repaired if necessary, on an annual basis. Last year this totaled to over \$7300. While doing the inspections this last year, we lost 16 pieces of gear (coats or pants) due to the moisture barrier failing, and there was still 2-3 years left on the 10-year life span.

Findings/Current Activity: Since we are regulated by the Texas Commission on Fire Protection (TCFP), our members are not permitted to share gear. After the inspection company took our gear out of service, we were left in a bind. We were hoping to receive the safer grant for full time personnel which would have greatly reduced the amount of gear we needed. After not receiving the grant, we needed a quick solution to a big problem since it takes 6 – 8 weeks for the PPE to be made and shipped. We decided to rent gear for the 16 members from Delta Industrial Service and Supply. We are currently renting 16 sets of gear (coats and pants) and below is a cost comparison of renting vs. owning our gear.

Renting	Owning
\$ 76.00 per set per month	\$ 21.74 per set per month
\$ 1,216.00 per month for 16 sets	\$ 347.84 per month for 16 sets
\$ 14,592.00 per year for 16 sets	\$ 4,174.08 per year for 16 sets
\$ 145,920.00 over 10 years for 16 sets	\$ 41,740.80 over 10 years for 16 sets

We have looked at several different models of new PPE and found that by buying versus renting we accomplish several things.

1. Ownership of gear
2. Uniformity so all members look the same and are easily identified
3. Better quality gear than what is currently being rented
4. With today's numbers, it saves the City \$104,180 over 10 years

Financial Impact:

City funds will be used for the match of the award which will cost \$4,357.00 and is in the Fire Department Budget.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move to approve/deny the use of city funds from the Fire Department Budget to match the AFG Grant if awarded, to the Ovilla Fire Department, in the amount of \$4,357.00 for the purchase of P.P.E. - Bunker Gear, authorizing Chief Kennedy to execute grant documents.



MES - Texas
600 Century Plaza Dr.
Suite C-160
Houston, TX 77073

Quote

Date	03/03/2020
Quote #	QT1343862
Expires	04/02/2020
Sales Rep	Herron, Jason R
PO #	
Shipping Method	FedEx Ground

Bill To

OVILLA FIRE DEPARTMENT
105 SOUTH COCKRELL HILL RD
OVILLA TX 75154
United States

Ship To

OVILLA FIRE DEPARTMENT
105 SOUTH COCKRELL HILL RD
OVILLA TX 75154
United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
VERIDIAN	CVEL-827-D2...		CVEL-827-D29-32-GBT Custom VERIDIAN VELOCITY COAT - Pioneer GOLD (OS), Glide Ice 2-Layeri (TL), CROSSTECH BLACK (MB) - Officer's Spec - Red/Orange Triple Trim, With Gunn Pocket (Spec Line 7)	1	1,443.15	1,443.15
VERIDIAN	TVEL-827-D2...		TVEL-827-D29-31-GBT Custom VERIDIAN VELOCITY PANTS - Pioneer GOLD (OS), Glide Ice 2-Layer (TL), CROSSTECH BLACK (MB) - With Belt and Suspenders - Officer's Spec - Red/Orange Triple Trim. With Diamondflex Knees (Spec Line 8)	1	1,165.75	1,165.75

Chief Brandon Kennedy 972.617.7375
For Grant Purposes!

Subtotal	2,608.90
Shipping Cost (FedEx Ground)	0.00
Total	\$2,608.90

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1343862



**DELTA INDUSTRIAL
SERVICE AND SUPPLY**

A Division of J.E.T.S. Fire & Safety

3159 Summit Dr.
Port Neches, TX 77651

Date	Invoice #
2/11/2020	73381

Bill To
Ovilla FD Brandon Kennedy 105 S. Cockrell Hill Rd Ovilla, Tx 75154

Ship To
Ovilla FD Brandon Kennedy 105 S. Cockrell Hill Rd Ovilla, TX 75154

P.O. Number	WO Numer	Terms	Rep	Via	Pick Up Date
		Net 30	CY	UPS	2/11/2020
Item Code	Description		Shipped	Price Each	Amount
BJ	Rental of Bunker Jacket		16	114.00	1,824.00
BP	Rental of Bunker Pant 2-10-20 to 5-10-20		16	114.00	1,824.00

Phone #	4097241055	Fax #	409-722-8062	Subtotal	\$3,648.00
S.O. No.	Web Site	Outgoing Bin #		Sales Tax (8.25%)	\$0.00
	www.deltaiss.com			Total	\$3,648.00
				Payments/Credits	\$0.00
				Balance Due	\$3,648.00



3710 W Milwaukee St
Spencer, Iowa 51301
www.veridian.net

VERIDIAN FIRE PROTECTIVE GEAR WARRANTY

WARRANTY

When properly used and cared for, Veridian warrants your protective ensemble to be free from defects in material or workmanship for the life of the garment. Our obligation under this warranty shall be limited to the repair or replacement, without charge, of any product deemed defective by Veridian. This warranty does not cover normal wear or use for anything other than the intended purposes.

This warranty is in lieu of all other warranties- expressed or implied- including but not limited to implied warranties of marketability and/or fitness for a particular purpose.

Veridian shall not under any circumstances be liable for incidental or consequential damages.



SAFETY COMPONENTS

an **itg**[™] company
open the future™

Safety Components Warranty Statement

Safety Components will place a 5-year warranty on all Safety Components structural fire fighting fabrics against defects in materials and workmanship. It is expected that any defects would surface within a 5-year period and if so the material would be replaced/repaired by Safety Components.

The Safety Components warranty does not cover rips, tears, or holes resulting from normal wear and tear expected to occur during normal firefighter activities. Normal firefighter activities include but are not limited to recruit school, training activities, and response to fire/EMS/traffic calls. Holes in the outer shell resulting from tools puncturing through pockets are expected and considered normal wear. In addition, degradation resulting from UV, chemicals, and direct heat/flame are considered normal and not covered under the warranty.

It should be noted that fabrics are not warranted against change in color. All flame resistant fabrics, regardless of color, will experience a shift in color. Gold/Natural colored fabrics will darken after exposure to light through a process called oxidation. Depending on garment storage, oxidation may occur uniformly or it may occur in specific areas/panels receiving more light. All black outer shells will fade to charcoal after exposure to wash/wear; a red tint will appear after exposure to light. A shift in color alone does not mean the material has experienced a loss of protection or durability performance. Any fabric containing PBI, PBO, meta-aramid (DuPont™ Nomex®, Teijinconex®), para-aramid (DuPont™ Kevlar®, Teijin Twaron®, Teijin Technora®) will experience a change in color, regardless of the textile manufacturer.

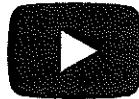
Safety Components has been manufacturing textiles for over 100 years. Companies only stay in business that long if they stand behind their product and commit to exceeding customer satisfaction. Safety Components is proud to offer this warranty and looks forward to supplying the fire service with flame resistant fabrics for many years to come.



[HOME \(/HOMEPAGE\)](#) [DEFENSE](#) [FIRE & SAFETY](#) [LAW ENFORCEMENT](#)[WORKWEAR](#) [TECHNOLOGIES](#) [SUPPORT](#)[Resources \(/support/resources\)](#) [Care & Repair \(/support/resources/care\)](#)

WARRANTY PROGRAM MOISTURE BARRIERS AND LINER SYSTEMS FROM W. L. GORE & ASSOCIATES, INC.

GORE® protective barriers provides durable protection from liquids

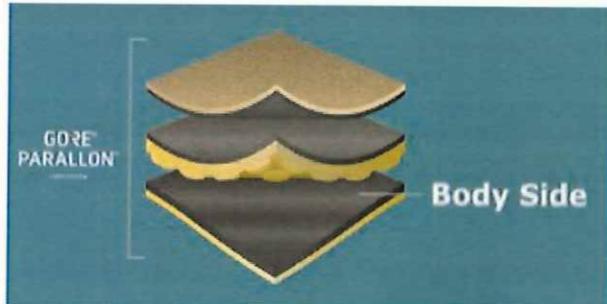


Durability

Gore stands behind the durability and reliability of its complete line of protective barriers. These products deliver the highest breathability in a broad range of conditions, while ensuring long-lasting durability and superior protection against hazards at the emergency scene. Which barrier product you need depends on you; but whatever you're up against, we've got you covered.

So, how does the warranty program stack up? Let's compare a few key factors —

Product	Time Period	What is covered
GORE® CROSSTECH® 3-layer moisture barrier, 4A	7 years	Materials and labor
GORE® CROSSTECH® black moisture barrier, 2F	5 years	Materials and labor
GORE® PARALLONT™ liner system, B2	5 years	Materials and labor for Body-Side layer*
GORE® RT7100 moisture barrier, 3D	4 years	Materials and labor



Repair and replacement of a GORE® product covered in the Warranty Program is performed by participating verified ISPs and garment manufacturers.

*The Body-Side layer of the GORE® PARALLONT™ liner system is tested as the moisture barrier per NFPA 1971 Standard requirements.

 <https://www.facebook.com/goretexpyrad/>

 <https://instagram.com/goremilitary/>

 <https://news.goremilitary.com/>

 <https://twitter.com/goremilitary>

 <https://www.youtube.com/user/goretexnews>

[Contact Information](/support/about-us/contact) (</support/about-us/contact>)

[Privacy Notice](https://www.gore.com/privacy) (<https://www.gore.com/privacy>)

AGENDA ITEM REPORT
Item 2

Meeting Date: March 09, 2020

Department: Administration

 Discussion ActionBudgeted Expense: YES NO N/ASubmitted By: Chief Brandon Kennedy

Amount: \$1441.00

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

Attachments:

1. Target Solutions Agreement

Agenda Item / Topic:

ITEM 2. **DISCUSSION/ACTION** – Consideration of and action on a contract agreement with Target Solutions LLC., a web-based equipment check software that integrates with current incident reporting software Emergency Reporting authorizing Fire Chief Kennedy to execute, effective immediately.

Discussion / Justification:

Background/History: OFD is required by Texas Commission on Fire Protection (TCFP) to track all apparatus' daily and weekly checks, SCBA daily checks, and PPE inspections. Currently this is done by documenting all the required checks on paper, and then is kept on file to present to TCFP whenever they do a site visit to inspect our compliance. With 8 apparatus, 20 SCBA's, 40 SCBA Bottles, 50 sets of bunker gear and station inventory, there is a lot of paper used and to keep track of.

Findings/Current Activity: Target Solutions Check It is a cloud-based software that takes all the paper documentation and makes it electronic form. Target Solutions Check It is also available as a phone app, that puts the daily equipment checks, maintenance tickets, fuel entries, and inventory duties on the firefighters phone or the station iPad, so that all duties and information is more consistent and done the same way. This software will integrate with our current Emergency Reporting system and essentially will be an extension of our Emergency Reporting that we currently use for Incident Reports.

Financial Impact: \$1441 is the cost for the one-year contract, and the Fire Department has money in the budget to cover this cost without a budget amendment.

Recommendation / Staff Comments:

Staff is requesting permission for the Fire Chief to sign a "Client Agreement" that will be in place for 1 year.

Sample Motion(s):

I move to approve/deny a contract agreement with TargetSolutions LLC., a web-based reporting software used for apparatus checks and inventory, authorizing Chief Kennedy to execute, effective immediately.



Client Agreement

This Target Solutions Client Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC, d/b/a Vector Solutions ("TargetSolutions"), a Delaware limited liability company, powered by CrewSense, LLC ("CrewSense") and Halligan, Inc. ("Halligan") (collectively referred to herein as "TSL") and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. Services. TSL shall provide the following services:

- 1.1. Access and Use. TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the software as a service ("Services") hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").
- 1.2. Availability. TSL shall use commercially reasonable efforts to provide access to and use of the Services by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.
- 1.3. Help Desk. TSL will assist Users as needed on issues relating to usage via Help Desk five (5) days per week at scheduled hours.
- 1.4. Upgrades and Updates. TSL may update or upgrade the Services at any time at its discretion. Without paying additional compensation, Client will receive access to any general upgrades and updates to the Services licensed from TSL, which upgrades and/or updates TSL makes generally available to its other clients. All updates and upgrades to the Services are subject to the terms and conditions of this Agreement.

2. Client's Obligations.

- 2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.
- 2.2. Identify Users. Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate; and (iv) when purchasing asset inventory management Services, identify stations, vehicles, drug safes, and other service specific details, as may be applicable.
- 2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.
- 2.4. Additional Service Specific Client Obligations. The following subsections 2.4 (a) and 2.4 (b) apply only if Client is purchasing "Vector Solutions Incident Tracking Service":

(a) Client acknowledges that all notifications it receives from Vector Solutions Incident Tracking Service may contain sensitive personal information and client shall ensure that such information is secured from transmissions and/or disclosure to unauthorized recipients. Client understands that TSL does not control or own the data contained in the notifications. Client agrees that it will be solely responsible for establishing a security system to prevent the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), Client bears the burden and expense of notifying any individual whose sensitive personal information may have been disclosed to the extent required by law. Client further agrees to handle the data in compliance with any applicable federal, state, or local laws or regulations, and that it will monitor employees using the Incident Tracking Service.

(b) Client represents and warrants that it is not a health care provider, health plan, or health care clearinghouse (collectively, a "covered entity") as those terms are defined under the federal Health Information Portability and Accountability Act ("HIPAA"). Client further represents and warrants that it is not a business associate as that term is defined under HIPAA. Client further agrees to indemnify and hold TSL and its officers, members, agents and employees harmless from any and all claims and demands (including reasonable attorneys' fees associated with the same) made by Client and/or any third party due to or arising out of any claim that TSL is a covered entity or business associate, due to Client's use of the Incident Tracking Service.

3. Fees and Payments.

3.1. **Fees.** Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 3% per year both during the term of this Agreement, as well as for any renewal terms. License fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due. If TSL is required to pay any such amounts, Client shall reimburse TSL in full.

3.2. **Payments.** All fees due under this Agreement must be paid in United States dollars or Canadian Dollars, as applicable to Client's location. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net thirty (30) days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

3.3. **Suspension of Service for Overdue Payments.** Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

4. **Intellectual Property Rights.**

4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, translations, compilations, partial copies, modifications, and updates, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Client recognizes that TSL regards the software it has developed to deliver the Services as its proprietary information and as confidential trade secrets of great value. Client agrees not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Authorized Users of Client without the prior written consent of TSL. Client further agrees to treat the Services with at least the same degree of care with which Client treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.3. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content or Services in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.4. If Client chooses to participate by uploading its information to its shared resource sections of TSL's website, Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the shared resources section of TSL's website with TSL's third-party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. **Term and Notice.**

5.1. **Term.** The term of this Agreement shall commence on the Effective Date and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration of the Initial or any Renewal Term, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

5.2. **Notice.** All required notices hereunder by either party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

6. Mutual Warranties and Disclaimer.

6.1. **Mutual Representations & Warranties.** Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES IS WITH CLIENT. TSL DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

6.3. WORKPLACE SAFETY IS YOUR RESPONSIBILITY. THAT DUTY CANNOT BE DELEGATED AND TSL ACCEPTS NO DELEGATION OF THAT DUTY. TSL WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

7. Miscellaneous.

7.1. **Limitation on Liability.** Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL TSL BE LIABLE TO CLIENT OR TO ANY OF CLIENT'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, OR REPRESENTATIVES; OR TO ANY THIRD PARTY FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES. CLIENT, ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AT THEIR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO CLIENT, THE ABOVE LIMITATIONS AND EXCLUSIONS MIGHT NOT APPLY TO CLIENT.

7.2. Indemnification.

7.2.1 **Indemnification by TSL.** TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.2.2 **Indemnification by Client.** To the extent permitted by applicable law, Client shall indemnify and hold TSL harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that any document, course, or intellectual property owned by Client or uploaded to the LMS by Client infringes or violates any intellectual property right of any person.

7.3. **Assignment.** Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4 **Force Majeure.** TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.7. Export Regulations. All Content and Services and technical data delivered under this agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

7.8. Purchase Orders. Client may issue a purchase order for its convenience only, it being agreed by the Parties that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document issued by Client that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from the purchase order, unless both Parties expressly agree in writing to the particular conflicting term or condition, in which event the agreed term or condition will apply only with respect to that particular purchase order.

7.9. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

Signature Page Immediately Follows

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

TargetSolutions Learning, LLC

4890 W. Kennedy Blvd., Suite 300

Tampa, FL 33609

Ovilla Fire Department

105 S Cockrell Hill Road

Ovilla, TX 75154

By: _____

Printed Name: Alex Krill

Title: Director Account Management

Date: _____

By: _____

Printed Name: Brandon Kennedy

Title: Chief

Date: _____

AGENDA ITEM REPORT
Item 3

Meeting Date: March 09, 2020

Department: Administration

 Discussion ActionBudgeted Expense: YES NO N/A

Submitted By: G. Miller, City Secretary

Amount: N/A

Reviewed By: City Manager City Secretary City Engineer Accountant Other: Mike Dooly, Code Enforcement

Attachments:

1. Preliminary Plat Application & Documents
2. Planning & Zoning Recommendation Sheet

Agenda Item / Topic:

ITEM 3. **DISCUSSION/ACTION** – Case PZ20.02 – Receive recommendation report from the Planning and Zoning commission to consider and act on a preliminary plat application submitted by Clyde Hargrove for Broadmoor Estates Subdivision, Ovilla, Ellis County, Texas.

Discussion / Justification:

FINAL PLAT INFORMATION

APPLICANT NAME:

CLYDE HARGROVE/BROADMOOR ESTATES

ENGINEER:

JEFF KLEMENT, PE – JBI PARTNERS

LOCATION:

NW corner of Westmoreland Road and Red Oak Creek Road

UTILITIES:

City Sewer & City Water

ZONING:

R15

PROPOSED LAND USE:

Residential Subdivision

MAJOR THOROUGHFARE:

Highway 664 Ovilla Road

APPLICANT'S PROPOSAL:

1. Owner requests variance to dedicate a 10 foot wide Utility Easement adjacent to the street right-of-way as shown on the plat in lieu of a 15 foot wide Utility Easement at the rear lot lines.
2. Owner requests variance to construct a wood screening fence along Westmoreland Road in lieu of articulated masonry screening wall.
3. Owner requests variance to construct optional steel tubular fence or wood screening fence along Red Oak Creek Road in lieu of articulated masonry screening wall.
4. Owner requests a variance for Lots 14-22, Block 7 for a 20 foot front building setback line in lieu of a 35 foot front building setback line.

The Planning and Zoning Commission voted to forward a recommendation to City Council for consideration on the preliminary plat application with the multiple variances identified above. All but one was recommended however, the commission was most concerned with Variance #2. After much discussion, the Commission is asking Council to evaluate the need for the variance to the code for the screening wall.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move to approve/ deny recommendation from the Planning and Zoning commission to consider and act on a preliminary plat application submitted by Clyde Hargrove for Broadmoor Estates Subdivision, Ovilla, Ellis County, Texas.



CITY OF OVILLA
APPLICATION FOR PRELIMINARY PLAT APPROVAL

Preliminary Plat

Applicant Jeff Clement on behalf of First Texas Homes Inc. Phone 972-738-7205

Mailing Address 500 Crescent Court, Suite 360, Dallas TX 75201

Applicant's Interest in Property Agent on behalf of First Texas Homes, Inc. (option to buy)
(owner, agent, lessee, option to buy, etc.)

Engineer or Land Planner JBI Partners Phone 972-738-7285

Mailing Address 2121 Midway Rd., Carrollton TX 75006

Location of Property NW corner of Westmoreland Rd. and Red Oak Creek Rd.

City Limits Extraterritorial Jurisdiction (ETJ)

Subdivision Name Broadmoor Estates

Area in Subdivision: 117.58 Total Acres 167 Number of Lots 0.6 Average Lot Size ac.

Fee Due City for Application \$ 8,750 calculated as follows:

Preliminary Plat

\$ 400 Application Fee

\$ 50 per lot X 167 total number of lots, plus

\$ 50 per acre X 0 each acre not designated as a subdivision lot (not to include streets)

- Plus \$50 per acre not designated as a subdivision lot (Residential)
- Plus 100% of engineering costs associated with review in excess of amount paid in initial fees.

Inspection Fees (inspection of utilities, infrastructure, etc.) Calculated by multiplying the cost estimate of the subdivision improvements by the applicable percentage.

Subdivision Improvements Cost Estimate	Applicable Percentage
\$200,000 or less	3.20
\$200,001 to \$400,000	3.10
\$400,001 to \$600,000	3.00
More than \$600,000	2.90

Minimum Fee:

1. Standard subdivision procedure:	\$3,750.00
2. Short form procedure:	\$400.00

Plat amendment:

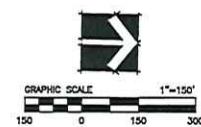
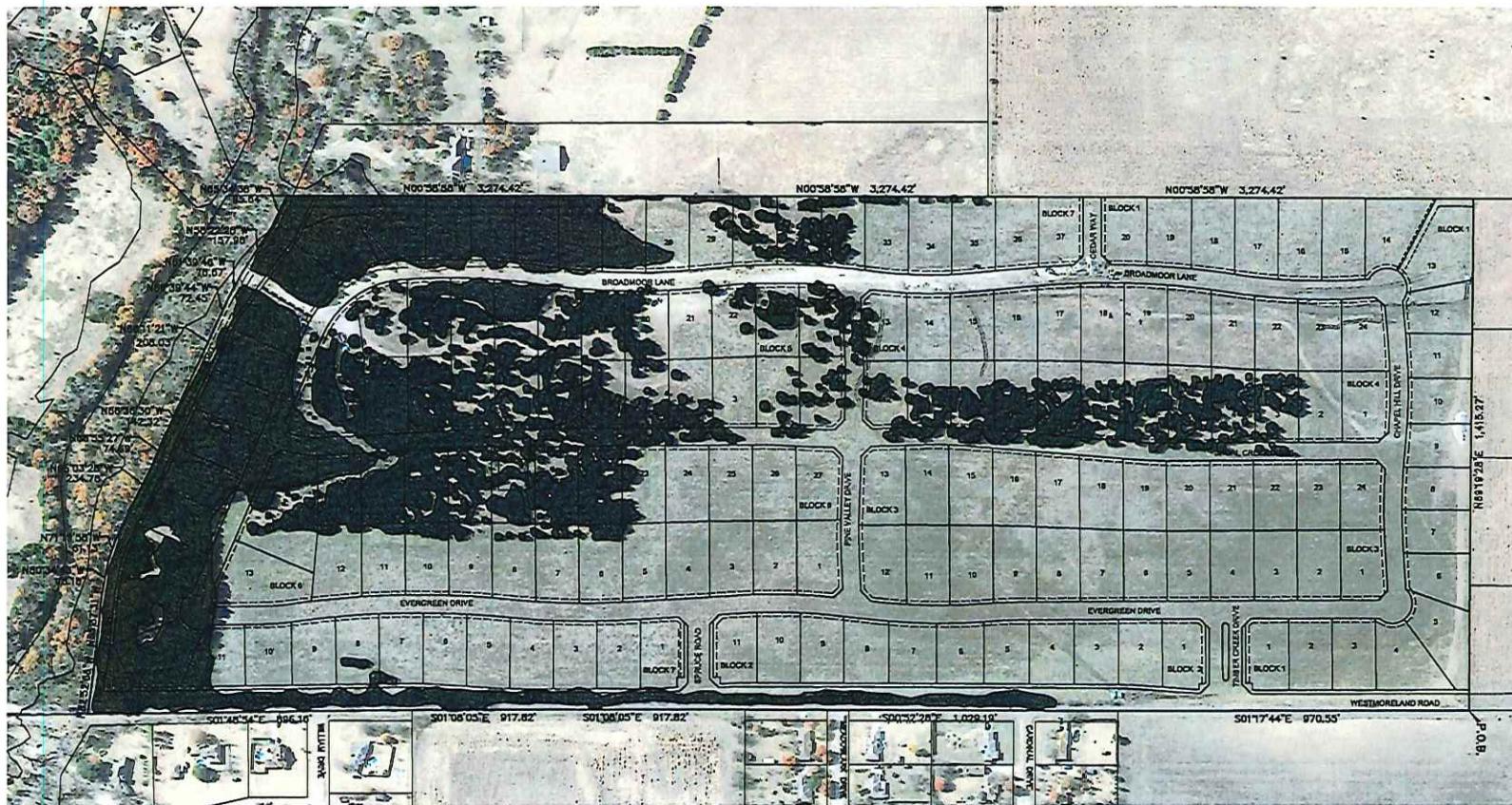
1. Application fee:	\$400.00
2. Engineering fee:	\$50.00 per lot residential \$50.00 per lot non residential

(Plus, 100% of engineering costs associated with review in excess of amount paid above)

APPLICANT SIGNATURE: JPP/KW DATE: 12/5/19

Received on 12-6-2019 Official Filing Date 2-3-2020
gw

*WILL BRING/ ^{SUMMIT}
TAX CERTIFICATE
BEFORE P/Z PER GM



LEGEND



 EXISTING TREE CANOPY
(1,281,056 SF)

GRAPHIC SCALE 1"-150'

150 0 150 300

Printed by: **Yeshua** Print Date: **2/3/2020 10:11 AM**

Driving No Project#VTH023 - Hidden Valley Estates Phase 1 Landscaping & Irrigation Project VTH023-1736 EXHIBIT.Dwg Served By: Rachel Sava Trunc 2/3/2020 8:35 AM

DESIGNED BY:	P.OLYCHINSKI		
AP/RG			
DRAWN BY:	FOR REVIEW ONLY		
AP	Not for construction or permit purposes.		
CHECKED BY:	JBI PARTNERS		
RG	ENGINEERING, PLANT & AIRPORT ARCHITECTURE		
	14-101-100-100-100-100-100		
	14-101-100-100-100-100-100		



2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7670
TBPE No. F-438
TBPLS No. 10076000

TREE EXHIBIT
EXISTING TREE CANOPY EXHIBIT
BROADMOOR ESTATES
City of Ovilla, Ellis County, Texas

PROJECT
NO.
FTH
025
SHEET NO.
TR-01

20 lots affected
by Add:thorac.
Rou pedication

Def Gr vs 46' $\sqrt{157}$



City of OVILLA Planning & Zoning Commission Recommendation

DISCUSSION/ACTION – Case **PZ20.02** - Review & Consider approval of a preliminary plat application filed by Clyde Hargrove for development of Broadmoor Estates Subdivision, contingent to multiple variances identified, located at the NW corner of Westmoreland Road and Red Oak Creek Road, Ovilla, Ellis County, Texas and forward recommendation to the Ovilla City Council.

THE FOLLOWING MOTION WAS MADE BY Chair Lynch:

"I move to Approve a preliminary plat application filed by Clyde Hargrove for development of Broadmoor Estates Subdivision, and recommend to City Council to evaluate the need for (#2) of the multiple variances identified and presented, which states '...to construct a wood screening fence along Westmoreland Road in lieu of articulated masonry screening wall...to existing ordinance, located at the NW corner of Westmoreland Road and Red Oak Creek Road, Ovilla, Ellis County TX 75154."

Seconded by Vice Chair Whittaker

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

PL 1 Jungman ABSENT
PL2 Sims NAY
PL3 Lynch AYE
PL4 Whittaker AYE

PL5 Alexander NAY
PL6 Hart AYE
PL7 Zimmermann AYE

4 FOR

2 AGAINST

0 ABSTAIN

C. Lynch
Presiding Officer of P&Z

3/6/2020
Date

Mueller
Board Secretary

3/6/2020
Date

Ovilla City Council

AGENDA ITEM REPORT

Item 4

Meeting Date: March 09, 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: Mike Dooly, Code Enforcement

Attachments:

1. Permit Application, sign placement
2. Excerpt from Ovilla Code of Ordinances

Agenda Item / Topic:

ITEM 4. DISCUSSION/ACTION – Consideration of and Action on a request filed by Mr. Ed Harrison for a Meritorious Exception to place a pole sign located on 664 and 100 Ovilla Creek Court, authorizing the City Manager to execute said permit.

Discussion / Justification:

Applicant Ed Harrison applied to place a pole sign at 664 and 100 Ovilla Creek Court, for subdivision development of Ovilla Creek Estates. Section 3.06 of the Ovilla Code of Ordinances prohibits placement of pole signs.

Sign description: 8X4 pole sign

Materials: Wood

Duration: This sign is for temporary placement and expected to remain at this location until the subdivision is primarily developed.

Sec 3.06.012 Granting of exceptions

- (a) Generally, It is not the intention of these criteria to discourage innovation. It is entirely conceivable that signage proposals could be made that, while clearly nonconforming to this article and thus not allowable under these criteria, have obvious merit in not only being appropriate to the particular site or location, but also in making a positive contribution to the visual environment.
- (b) Request for exception, Upon request of an interested party, the city council, upon recommendation by the administrative official, shall hear and shall seriously and fairly consider a request for a meritorious exception under this section.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move to approve/deny a Meritorious Exception request filed by Ed Harrison for the placement of a pole sign located on 664 and 100 Ovilla Creek Court, authorizing the City Manager to execute, as presented.



Residential Building Permit Application

City of Ovilla

105 S. Cockrell Hill Rd., Ovilla, TX 75154

Phone: (972) 617-7262 | Fax: (972) 515-3221

Building Permit #	2020-0391	Valuation:	\$250.00
Zoning:		Valuation w/	\$250.00
Project Address:	100 OVILLA CREEK CT	Land:	

Lot:	Block: C	Subdivision:	Ovilla Creek Estates
------	----------	--------------	----------------------

Project Description:

New SFR	Flatwork
Plumbing/Electrical	Accessory Building
Swimming Pool	Sprinkler
SFR Remodel/Addition	Fence
Other	Specify Other: Sign

Proposed Use: Commercial Sign
Description of Work: 4` x 8` double sided, blue with yellow lettering.

Area Square Feet:

Living:	Garage:	Covered Porch:
Total: 0.00		
# of Stories:		

Homeowner Details

Name: DAY STAR HOMES LTD
Address: 105 OVILLA CREEK CT STE 100, Ovilla, TX 75154
Phone # 9726173900 Email: Accounting@HarrisonHomes.com

*Pole sign
Denied By ORDINANCE
mDork*

Applicant Details

Applicant Type: Owner
Name: Ed Harrison
Address: 100 Ovilla Creek Court, Suite 100 Ovilla, TX 75154
Phone # 9726173900 Email: Ed@HarrisonHomes.com

General Contractor Details

License #

Name:

Phone # Email:

Mechanical Contractor Details

License #

Name:

Phone # Email:

Electrical Contractor Details

License #

Name:

Phone # Email:

Plumber/Irrigator Details:

License #

Name:

Phone # Email:

Applicant's Signature

Office Use Only:

Approved By :		Date approved:	
City Manager:		Date Approved:	

Plan Review Fee: \$0.00

Total Fees: \$0.00

Building Permit Fee: \$0.00

Issued Date:

Park Impact Fee: \$0.00

Expiry Date:

Capital Recovery Fee: \$0.00

Issued By:

Fire Meter: \$0.00

BV Project #

Water Meter Cost: \$0.00

Water Impact: \$0.00

Denied- Pole sign not allowed

Sewer Connection Fee: \$0.00

Ch-3 3.0 4.007

Sewer Impact: \$0.00

7) pole Pylon signs Not Allowed.
mDwZ



Building Permit

City of Ovilla

P.O. BOX 5047, Ovilla, TX 75154

Phone: (972) 617-7262 | Fax: (972) 515-3221

Permit No. 2020-0391

Location: 100 OVILLA CREEK CT

Description: 4` x 8` double sided, blue with yellow lettering.

Owner: DAY STAR HOMES LTD

Date Issued:

Building Inspector: _____

This Permit To Be Posted In Conspicuous Place On Site

J. CLAYTON SURVEY
ABSTRACT NO. 211

P. O. C.
PARCEL 4
N=6, 881, 074.45
E=2. 470, 964.78
FND. 1/2" IR W/CAP
STAMPED "RPLS 4466"

OVILLA UNITED METHODIST
CHURCH, INC.
CALLED 42.565 ACRES
VOL. 1389, PG. 129,
O.P.R.E.C.
SEPTEMBER 19, 1997

P. O. B.
PARCEL 4
N=6, 880, 954.73
E=2, 470, 967.29
STA. 541+24.44
OFF. 75.00' LT.
PROPOSED R.O.W.

EXIST. R.O.W.

STATE OF TEXAS
CAUSE NO. 24, 910
E.C.D.C.

540+00

OVILLA CREEK ESTATES
CAB G, SLIDE 396
E.C.P.R.
LOT 2

FND. 1/2" IR

FND. 1/2" IR W/CAP
STAMPED "RPLS 4466"

DAY STAR HOMES, LTD.
VOL. 2375, PG. 1989,

O.P.R.E.C.

MARCH 20, 2008

BLOCK C

LOT 1

STA. 543+08.91
OFF. 106.40' LT.

N 44° 27' 11" E

44.48'

STA. 542+77.42
OFF. 75.00' LT.

E 152.97'

35' B.L.
PER PLAT

15' U.E.
PER PLAT

S 01° 12' 04" E
119.74'

EXIST. R.O.W.

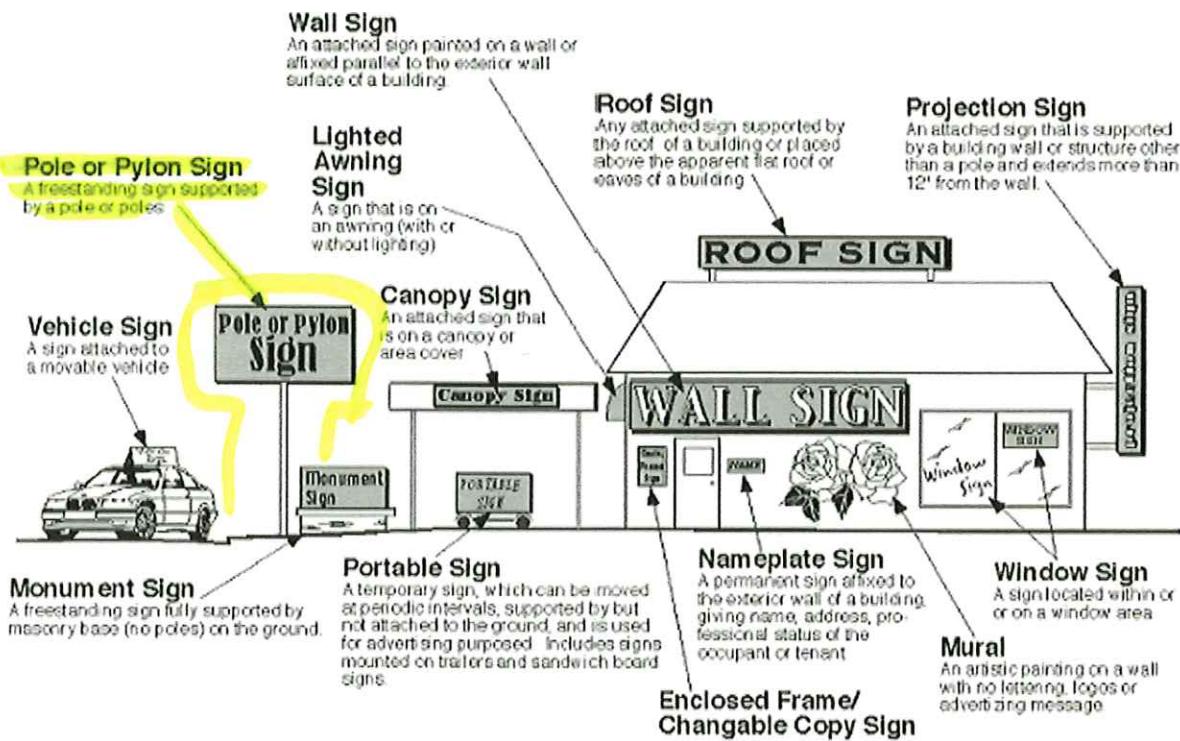
E *

E



12:30:2019 15:30

Excerpt from the Ovilla Code, Section 53.1 General Definitions



Sign. Any name, number, identification, description, announcement, declaration, demonstration, device, display, flag, banner, pennant, illustration, logo, balloon, streamer, valance, advertising display, poster, beacon, light, or insignia, illuminated or non-illuminated, affixed directly or indirectly to or upon any building, window, door, or outdoor structure, which is visible to the general public and calls attention to any business, person, organization, event, commodity, object, product, service, place, or activity, including any permanently installed or situated merchandise or facsimile.

place, commodity, product or service not conducted, sold, or offered upon the premises on which the sign is located.

On-premises sign. A sign which promotes or advertises a business, person, organization, activity, event, place, commodity, product, or service which is conducted, sold, or offered upon the premises where the sign is located.

Pennant. A wind device usually made of lightweight plastic, fabric, or other material, whether or not containing a message of any kind, usually triangular in shape and attached to a single cord.

Permanent sign. A sign which is fixed in nature that is erected, affixed, or maintained on premises for a period of time, which is regulated by table 1, Schedule for Permanent Signs.

Pole sign (also called pylon sign). A freestanding ground sign supported by one or more poles, columns, uprights, or braces placed in or upon the ground and having no guys or braces to the ground or to any other structure.

Political sign. A temporary sign pertaining to any national, state, county, or local election that supports or opposes an announced candidate or political party, or pertaining to an issue of political significance.

Portable sign. Any temporary sign supported by the ground but not attached to the ground, which can be regularly moved from a location at periodic intervals, and which is located upon the premises where the business, profession, activity, commodity, service, or entertainment referred to by the sign is located.

The term "portable sign" shall include the following:

- (1) A sign which is mounted on a trailer or wheels or is part of a trailer and by its design can be towed from one location to another by the use of attached wheels or by attaching an axle to existing mounts;
- (2) An "A-frame" type sign;
- (3) A sign affixed by a pole or poles to a portable base made of wood, metal, or concrete;
- (4) A sign suspended or attached to a stand with an inverted "T" base; and
- (5) Any sign that the base is inserted into a sleeve mounted or driven into the ground which can be easily extracted from said sleeve by simply lifting or removing bolts.

Premises. A lot or tract, or a combination of contiguous lots or unplatated tracts if the lots or tracts or combination are under a single ownership and are reflected in the plat or deed records of the county that the property is located in. A location with multiple tenants shall be considered as one premises.

Projecting sign. A sign suspended from a building or structure and projecting out therefrom more than one foot.

Pylon sign. See "Pole sign."

Qualified street frontage. The width of property along the street of a commercial or industrial development which bears the address of the property.

Reader-board sign. A sign comprised of non-permanent letters, numerals, or symbols which may be changed by adding, removing, or rearranging the letters, numerals, or symbols, either manually or electronically.

Real estate directional sign. A temporary off-premises sign used to direct traffic to a residential section or subdivision location within the city or its extraterritorial jurisdiction.

Real estate sign. A sign relating to the sale, lease, or rental of the premises upon which such a sign is placed.

Residential district. Any district zoned for residential uses, to include R-15, R-22, R-E, R-C, R-D, ME, or MH or any other residential zoning district identified in the official zoning map, to include residential areas within a planned development district. Within the city's extraterritorial jurisdiction, it shall mean any lot located within 100 feet of a building used for residential purposes.

Roof sign. A sign mounted upon, against, or directly above the roof or parapet line of a building or structure, or that is wholly dependent upon a building for support and that projects above the top walk [wall] or edge of a building with a flat roof, the eave line of a building with a gambrel, gable, or hip roof, or the deck line of a building with a mansard roof.

(Ordinance 07-014, ex. A, sec. 2, adopted 8/13/07)

Sandwich board or "A" frame sign. A sandwich board is a freestanding temporary sign, with no moving parts or lights, no larger than seven square feet total sign size; displayed outside a business, during business hours, to advertise the business, hours of operation, an event, a promotion, menu, etc. It is not intended as permanent business signage. (Ordinance 2018-25 adopted 10/9/18)

Searchlight. A large outdoor lighting apparatus used to attract attention to a business or a specific location.

Secondary sign. A sign located on premises identifying individual uses in a mixed use multi-tenant commercial shopping center.

Sight triangle. An imaginary triangle which has two sides which start at the center point of an intersection of two streets, along the curbline and measuring twenty-five (25) feet in length down each respective street along the nearest edge of the driving surface. The line connecting the end points of these two lines forms the third side of the triangle and must be an area of unobstructed visibility.



Sign. Any name, number, identification, description, announcement, declaration, demonstration, device, display, flag, banner, pennant, illustration, logo, balloon, streamer, valance, advertising display, poster, beacon, light, or insignia, illuminated or non-illuminated, affixed directly or indirectly to or upon any building, window, door, or outdoor structure, which is visible to the general public and calls attention to any business, person, organization, event, commodity, object, product, service, place, or activity, including any permanently installed or situated merchandise or facsimile.

Subdivision sign. A sign used to identify a particular subdivision.

Temporary sign. A sign constructed of cloth, canvas, light fabric, cardboard, wallboard, or other like materials, with or without frames, and any type sign not permanently attached to the ground, wall, or building, intended to be displayed for a short period of time only. It does not include a sign constructed of metal or wood.

Window sign. A sign located within or on a window area.

Yard sign. A sign located within the yard of a residential or nonresidential lot advertising the services of a contractor who has provided a direct service to the location in which the sign is located.

(Ordinance 07-014, ex. A, sec. 2, adopted 8/13/07)

AGENDA ITEM REPORT
Item 5

Meeting Date: March 09, 2020

Department: Administration

 Discussion ActionBudgeted Expense: YES NO N/ASubmitted By: G. Miller, City SecretaryAmount: N/AReviewed By: City Manager City Secretary City Engineer Accountant Other:

Attachments:

1. Ordinance 2020-05 English and Spanish
2. Order of Cancellation English and Spanish
3. Certification of Unopposed Candidates

Agenda Item / Topic:

ITEM 5. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2020-05 of the City of Ovilla, Texas, declaring unopposed candidates in the May 02, 2020 General City Election elected to office; canceling the General Election; providing a savings clause; providing a severability clause; and providing an effective date.

DISCUSSION/ACTION – ORDENANZA DE LA CIUDAD DE OVILLA, TEXAS, DECLARANDO CANDIDATOS SIN OPOSICIÓN EN LA ELECCIÓN GENERAL DE LA CIUDAD DEL 02 DE MAYO DEL 2020; CANCELACIÓN DE LA ELECCIÓN; PROPORCIONANDO UNA CLÁUSULA DE SALVAGUARDA; PROPORCIONANDO UNA CLÁUSULA DE DIVISIBILIDAD; Y PROPORCIONANDO UNA FECHA DE ENTRADA EN VIGOR.

Discussion / Justification:

Texas Election Code, Chapter 2, Section 2.051 -2.053 provides procedures that allow for the cancellation of the general election after the certificate of unopposed status is completed and delivered. The governing body must meet in open forum and vote to cancel the election and certify the unopposed candidates "elected."

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move to approve/deny Ordinance 2020-05 of the City of Ovilla, Texas, declaring unopposed candidates in the May 2, 2020 General City Election elected to office; canceling the General Election.

ORDINANCE 2020-05

AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE MAY 02, 2020 GENERAL CITY ELECTION ELECTED TO OFFICE; CANCELING THE ELECTION; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Ordinance 2020-04, approved and passed on February 10, 2019 called the Order of Election for Council Members, Place 1, Place 3, and Place 4, all at large positions in and for the City of Ovilla Texas; and,

WHEREAS, at the deadline to file application for a place on the ballot and the deadline to file as a declared write-in candidate, only one candidate had filed to run for the following positions:

Council Member Place 1:	Rachel Huber
Council Member Place 3:	David Griffin
Council Member Place 5:	Michael Myers

WHEREAS, as prescribed in Section §2.052(a) of the Texas Election Code, the City Secretary certifies that:

- 1) Each candidate whose name is to appear on the ballot is unopposed;
- 2) No candidate's name is to be placed on a list of write-in candidates for the above described offices under applicable law;

WHEREAS, as prescribed in Section §2.053 of the Texas Election Code, that if another city election is held on election day:

- 1) If the City is holding a separate election on election day such as a proposition election or an election to fill a vacancy that has opposed candidates, the ballots used in that election must include:
- 2) A list of the offices and names of the candidates that have been declared elected;
- 3) Listed separately after the measures or contested races in the separate election;
- 4) Under the heading "Unopposed Candidates Declared Elected";
- 5) With the candidates grouped in the same relative order prescribed for the ballot generally; and
- 6) Listed in a way that prevents voters from casting votes in connection with candidates (EC §2.053(c)

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Ovilla, Texas, that:

1. CANCELLATION OF MAY 2, 2020 GENERAL ELECTION

Based on information received, and in accordance with Sections §2.052 and §2.053, the City Council hereby authorizes the cancellation of the general election of City Council Members Place 1, Place 3, and Place 5 called for May 02, 2020, and hereby declares the unopposed candidates elected to the office.

2. CERTIFICATES OF ELECTION TO BE ISSUED

The said unopposed candidates shall be issued a certificate of election following the time the election would have been canvassed.

3. NOTICE AND POSTING OF ORDINANCE

The City Secretary is directed to cause a copy of this ordinance to be posted on election day at the polling places that would have been used in the election.

ORDINANCE 2020-05

4. SAVINGS CLAUSE

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

5. SEVERABILITY CLAUSE

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

6. EFFECTIVE DATE

This ordinance shall take effect upon its passage, approval and adoption.

PASSED, APPROVED and ADOPTED this the 09th day of March 2020.

Richard Dormier, Mayor

ATTEST:

Glennell Miller, City Secretary

Approved as to form:

Ron G. MacFarlane, Jr. City Attorney

ORDENANZA 2020-05

UNA ORDENANZA DE LA CIUDAD DE OVILLA, TEXAS, DECLARANDO A LOS CANDIDATOS SIN OPOSICIÓN EN LA ELECCIÓN GENERAL DE LA CIUDAD DEL 02 DE MAYO DE 2020 ELEGIDOS PARA EL CARGO; CANCELANDO LA ELECCIÓN; PROPORCIONANDO UNA CLÁUSULA DE SALVAGUARDIA; PROPORCIONANDO UNA CLÁUSULA DE SEPARABILIDAD; Y PROPORCIONANDO UNA FECHA EFECTIVA

CONSIDERANDO QUE, la Ordenanza 2020-04, aprobada y comunicada el 10 febrero de 2020, llamada Orden de Elección para, Plaza 1, Plaza 3 y, Plaza 5, todos en puestos generales en y para la Ciudad de Ovilla, Texas; y,

CONSIDERANDO QUE, en la fecha límite para presentar la solicitud para un lugar en la votación y en la fecha límite para presentarse como candidato inscrito declarado, solo un candidato se había presentado para postularse para las siguientes posiciones:

Miembro del Concejo, Plaza 1	Rachel Huber
Miembro del Concejo, Plaza 3:	David Griffin
Miembro del Concejo, Plaza 5:	Michael Myers

CONSIDERANDO QUE, según lo ordenado en la Sección §2.052(a) del Código Electoral de Texas, el Secretario de la Ciudad certifica que:

- 1) Todo candidato cuyo nombre aparezca en la boleta no tiene oposición;
- 2) No hay nombre de candidato para colocar en una lista de candidatos no registrados para los cargos descritos anteriormente según la ley aplicable;

CONSIDERANDO QUE, según lo ordenado en la Sección §2.053 del Código Electoral de Texas, que si se realiza otra elección en la ciudad el día de la elección:

- 1) Si la Ciudad celebra una elección por separado el día de la elección, como una elección de propuesta o una elección para cubrir una vacante que tiene candidatos oponentes, las papeletas electorales utilizadas en esa elección deben incluir:
- 2) Una lista de los cargos y nombres de los candidatos que han sido declarados electos;
- 3) Listado por separado después de las medidas o contiendas disputadas en la elección separada;
- 4) Bajo el encabezado “Candidatos sin oposición declarados electos”;
- 5) Con los candidatos agrupados en el mismo orden relativo ordenado para la votación en general; y
- 6) Listado de una manera que evite que los votantes emitan su votos en relación con candidatos (EC §2.053 (c)

POR LO TANTO, SE ORDENA por el Concejo Municipal de la Ciudad de Ovilla, Texas, que:

1. CANCELACIÓN DE LA ELECCIÓN GENERAL DEL 4 DE MAYO DE 2019

Con base en la información recibida, y de acuerdo con las Secciones §2.052 y §2.053, el Concejo Municipal autoriza la cancelación de la elección general de Plazas 1, 3, y 5 del Concejo Municipal convocados para el 02 de mayo de 2020, y declara por la presente a los candidatos sin oposición elegidos para el cargo.

2. CERTIFICADOS DE ELECCIÓN QUE DEBEN SER EMITIDOS

A dichos candidatos sin oposición se les emitirá un certificado de elección después del momento en que la elección hubiera sido analizada.

3. AVISO Y PUBLICACIÓN DE ORDENANZA

ORDENANZA 2020-05

Se ordena al Secretario de la Ciudad que haga que se publique una copia de esta ordenanza el día de las elecciones en los lugares de votación que se habrían utilizado en la elección.

4. CLÁUSULA DE SALVAGUARDIA

En el caso de que cualquier otra Ordenanza de la Ciudad de Ovilla, Texas, promulgada hasta ahora en conflicto con las disposiciones de la Ordenanza, esta Ordenanza prevalecerá.

5. CLÁUSULA DE SEPARABILIDAD

Si alguna sección, subsección, oración, cláusula, frase o parte de esta Ordenanza es, por cualquier razón, considerada inválida o inconstitucional por cualquier tribunal o jurisdicción competente, se considerará una disposición separada, distinta e independiente, y dicha consideración no afectará la validez de las partes restantes de la misma.

6. FECHA EFECTIVA

Esta ordenanza entrará en vigencia a partir de su comunicación, aprobación y adopción.

COMUNICADO, APROBADO y ADOPTADO este 09 de marzo de 2020.

Richard Dormier, Alcalde

DOY FE:

Glennell Miller, Secretaria Municipal

Aprobado en cuanto a la forma:

Ron G. MacFarlane, Jr. Abogado Municipal

ORDER OF CANCELLATION
ORDEN DE CANCELACIÓN

The City of Ovilla, Texas, hereby cancels the election scheduled to be held on May 02, 2020 in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

El ciudad de Ovilla, Texas, por la presente cancela la elección que, de lo contrario, se hubiera celebrado el mayo 02, 2020 de conformidad, con la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado a continuación:

Candidate (Candidato)	Office Sought (Cargo al que presenta candidatura)
Rachel Huber	City Council Place 1
David Griffin	City Council Place 3
Mike Myers	City Council Place 5

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.

President (Presidente)
Richard A. Dormier

Secretary (Secretario)
Glennell Miller

Ovilla City Council

AGENDA ITEM REPORT Item 6

Meeting Date: March 09, 2020

Discussion Action
N/A

Department: Administration

Budgeted Expense: YES NO

Submitted By: G. Miller, City Secretary

Amount: N/A

Reviewed By: City Manager City Secretary City Engineer

Accountant Other:

Attachments:

1. Various project drawings, measurements, and locations for project.

Agenda Item / Topic:

ITEM 6. DISCUSSION/ACTION – Consider a proposal to allow a Boy Scout Eagle Project to be constructed in Heritage Park or some other City facility.

Discussion / Justification:

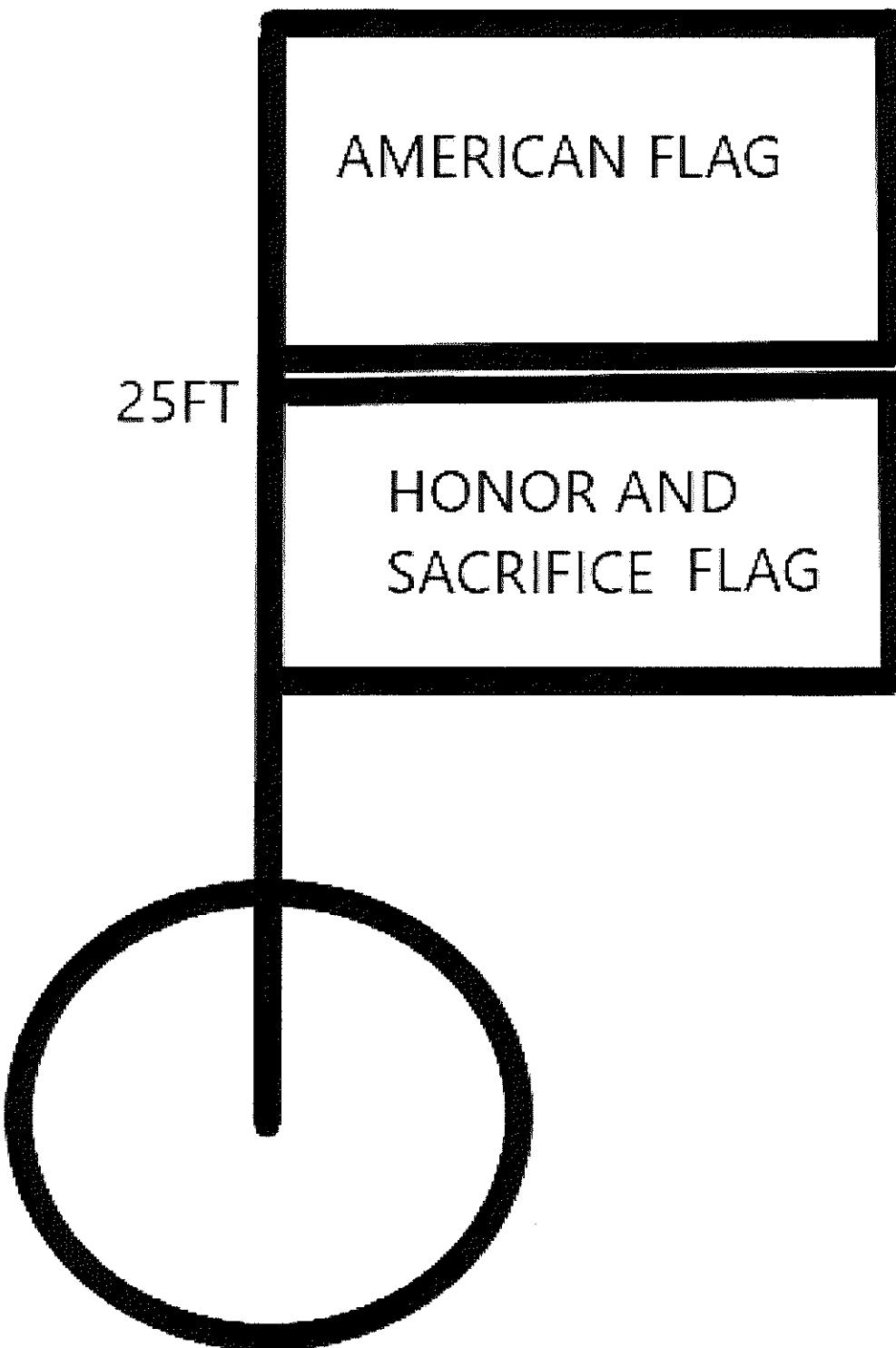
A presentation will be made by Eagle Scout Tyler Homuth regarding an Eagle project.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

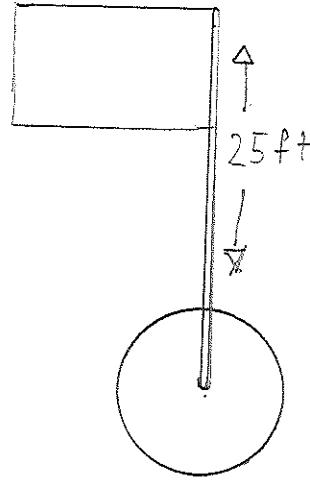
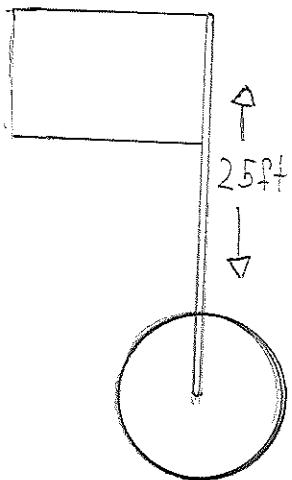
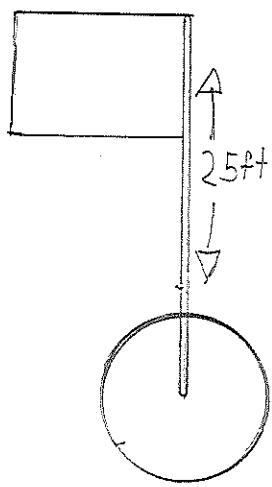
I move to **approve/deny** proposal to allow a Boy Scout Eagle Project to be constructed in Heritage Park or some other City facility.

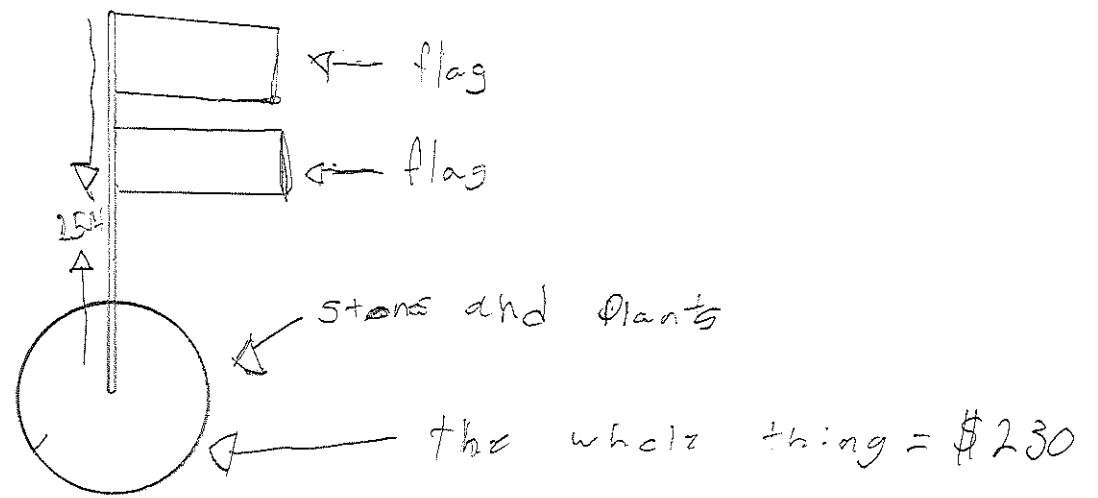


AMERICAN FLAG

25FT

HONOR AND
SACRIFICE FLAG







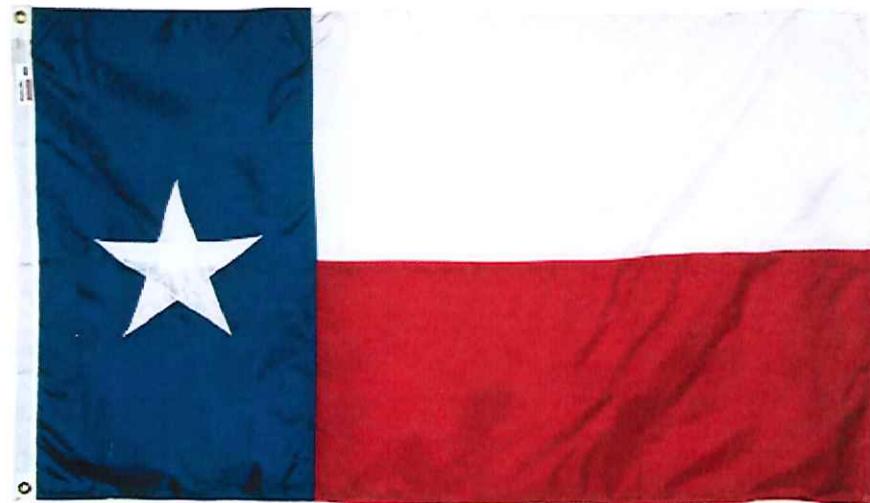


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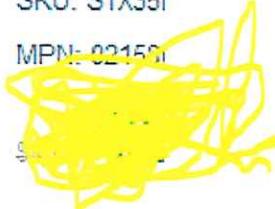




Texas 3' x

SKU: STX351

MPN: 02150



Be the first to

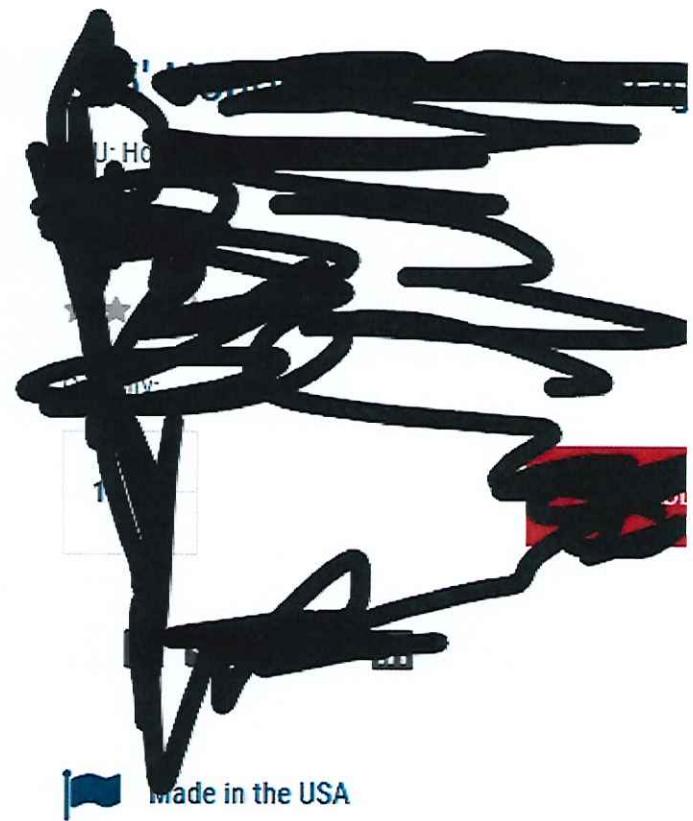
Top quality 3'
company fro

Country of O

[i More Info](#)

Availability: In Stock

Qty:

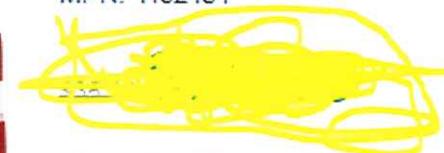




Super Tough Brand 5ft x 8ft

SKU: USA58N_OS

MPN: 1152131



Quantity Discounts:

Buy 2 for \$32.80 each

Buy 6 for \$31.10 each



71 Review(s) | Add Your Review

3 month limited warranty!

Made with 100% nylon, known for

Beautiful embroidered stars and

Excellent durability and resistance

100% made in the USA

Glennell Miller

From: Mayor Dormier
Sent: Wednesday, March 4, 2020 6:39 PM
To: Glennell Miller
Cc: Pam Woodall
Subject: Fwd: Eagle project

I hope I did not mess up adding this item to the agenda. We can put it last and I'll move it up after the plat. I have the information for the packet. If this won't work I can have him do it in citizen comments.

Richard

Sent from my iPhone

Begin forwarded message:

From: Mayor Dormier <MayorDormier@cityofovilla.org>
Date: March 4, 2020 at 6:35:28 PM CST
To: Tyler Homuth <tyler.h0muth99@gmail.com>
Subject: Re: Eagle project

Yes you can. I will put it on the agenda. They may not make a final decision at this meeting but we can see what questions they have and finalize in April. I have spoken with the city manager and police chief about it. We may want to consolidate our two flagpoles at city hall into one location so that may come also. Let me know if you have any questions. Do you have any new information? I can put what you gave me into the packet if it is still current. We will send the packets out tomorrow night

Richard

Sent from my iPhone

On Mar 4, 2020, at 6:09 PM, Tyler Homuth <tyler.h0muth99@gmail.com> wrote:

Hi it's Tyler Homuth. We met a few weeks to talk about my eagle project. I know there is a city council meeting next week. I was wondering if I could get on the agenda to present my ideas.

Thank you

Tyler Homuth

AGENDA ITEM REPORT
Item 7

Meeting Date: March 09, 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 7. *DISCUSSION/ACTION* – Consideration of any item(s) pulled from the Consent Agenda for individual consideration and action.

Discussion / Justification:

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

Discussion only.

OVILLA POLICE DEPARTMENT
 105 S Cockrell Hill Rd
 Ovilla, TX 75154
 (972) 617-7262

To: Mayor Richard Dormier
 Ovilla City Council
 Pam Woodall, City Manager

Subject: Police Department Monthly Activity Report

Calls For Service	February 2020	February 2020 YTD	February 2019	February 2019 YTD
Accident	4	8	8	15
Alarms	18	33	8	28
Arrest	3	12	6	9
Assault/Assault FV	2	2	0	1
Assists	67	125	82	159
Building / House Security Check	658	1389	521	1268
Burglary	0	0	0	0
Burglary of Motor Vehicle	0	1	0	0
Criminal Mischief	0	0	1	2
Disturbance	6	17	9	16
Neighborhood Check	1061	2361	1231	2609
Other Calls for Service	101	177	88	167
Suspicious Person	2	9	10	15
Suspicious Vehicle	19	45	14	24
Theft	1	1	0	1
Traffic Assignment/School Enforcement	33	60	8	32
TOTAL CALLS FOR SERVICE	1975	4240	1986	4346

Volunteer and Reserve Officer Hours	10	28	7	35
Average Response Time (Minutes)	5.24	4.73	4.34	4.185
Total Citations	53	96	68	146
Total Traffic Stops	228	434	226	490
Traffic Stop Disposition Warning	177	342	164	378
Traffic Stop Disposition Citation	51	92	61	111
PERCENT OF STOPS RECEIVING CITATIONS	22.4	21.2	27.0	22.7

STAFFING

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

January 2020	TO	February 2020	MILEAGE	MAINTENANCE PERFORMED
Police Unit #	Begin	End	Accrued	
103	148,262	148,275	13	
116	104577	104827	250	
117	88647	90,417	1,770	90,000 Miles Maintenance done by Dealership
216	26234.6	26,785	550	
119	23531	24962	1,431	
120	4530	6,354	1,824	Oil Change
220	4177	5,868	1,691	Oil Change

Ovilla Fire Department

February Monthly Report



Fire Chief Brandon Kennedy

105 S. Cockrell Hill Road
Ovilla Texas, 75154
cityofovilla.org

Mission Statement

The mission of the Ovilla Fire Department is to provide services designed to protect citizens and property of the City of Ovilla and outlying areas. All persons and or departments requesting assistance from the Ovilla Fire Department because of the adverse effects of fire, medical emergencies, or hazardous conditions created by man or nature will be dealt with in a professional manner, consistent with the economic capability of the community.

Summary of Staffing for the Department

- Currently the Department has 2 Firefighter Paramedic position open.
- Currently the Department has 0 Firefighter Basic position open.
- Currently the Department has 2 Volunteer Firefighter position open.
- Current Staffing
 - 2 Chiefs
 - 4 Captains
 - 24 Firefighter Paramedics
 - 7 Firefighter EMT-Basics
 - 10 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
 - 3 have just their EMT- 2 - 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
 - Working with Grant Writer to submit AFG Grant for PPE by March 14, 2020

Summary of Events for the Department

- February was slightly busier than January, with a total of 78 calls through dispatch and several public service calls that were not dispatched. These come from a resident calling the station phone and need assistance with smoke detector batteries. We are trying to reach out to the residents to let them know we can assist them with smoke detector batteries and installation. We will not purchase them but as long as they purchase the detector and or batteries, we will be happy to assist them.
- Siren Testing complete and all working properly.
- Training with the Volunteers on their regular scheduled nights.

Summary of Staffing for the Month

- 7 days a week we have 3 - 24-hour part time positions (0800 – 0800)
- These positions were 100% filled this month
- 7 Days a week we have 2 – 12-hour shifts that are covered by volunteers (0800 – 2000) and (2000 – 0800)
- 58 / 58 Volunteer shifts were covered, and these 58 shifts we had 4 personnel on the Engine

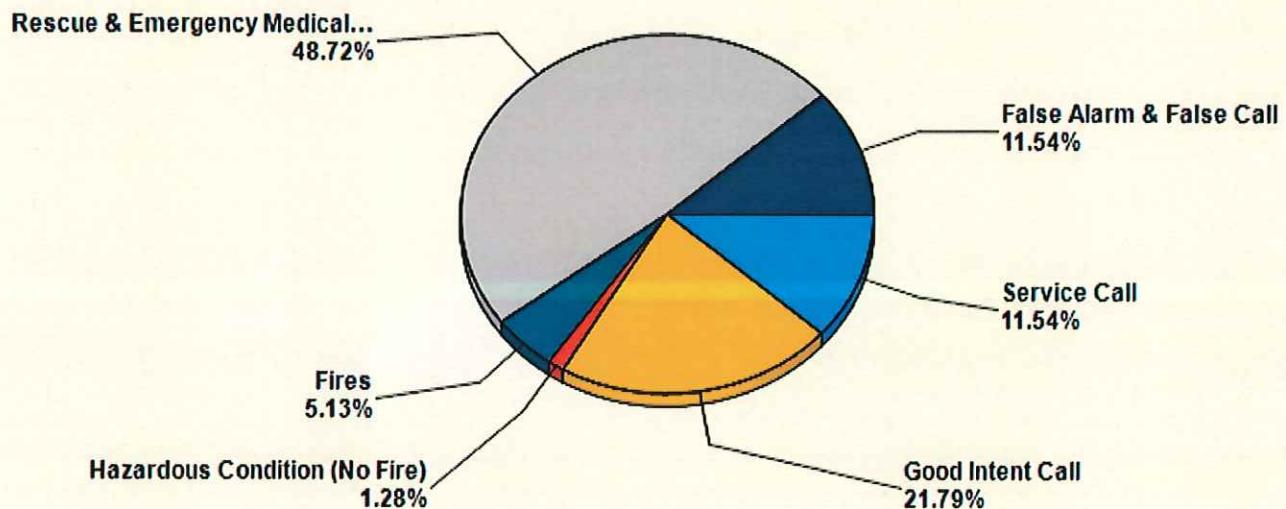
Summary of Activity from Deputy Chief / Fire Marshal's Office

- 6 Consults
- 4 Meetings
- Back-Up for Ovilla PD
- QCI reports
- 1 Inspection For CO
- 1 Re-Inspection

Monthly Call Summary

INCIDENT COUNT		
INCIDENT TYPE	# INCIDENTS	
EMS		38
FIRE		40
TOTAL		78
MUTUAL AID		
Aid Type	Total	
Aid Given		13
Aid Received		1
OVERLAPPING CALLS		
# OVERLAPPING	% OVERLAPPING	
2		2.56
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	EMS	FIRE
Station 701	0:06:18	0:05:35
AVERAGE FOR ALL CALLS		0:06:08
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)		
Station	EMS	FIRE
Station 701	0:01:36	0:01:30
AVERAGE FOR ALL CALLS		0:01:34
AGENCY		
Ovilla Fire Department	AVERAGE TIME ON SCENE (MM:SS)	
	19:46	

Breakdown by Major Incident Type



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	4	5.13%
Rescue & Emergency Medical Service	38	48.72%
Hazardous Condition (No Fire)	1	1.28%
Service Call	9	11.54%
Good Intent Call	17	21.79%
False Alarm & False Call	9	11.54%
TOTAL	78	100.00%

Average 1.0 fire per week

Average 2.68 calls per day

Average 19.50 calls per week

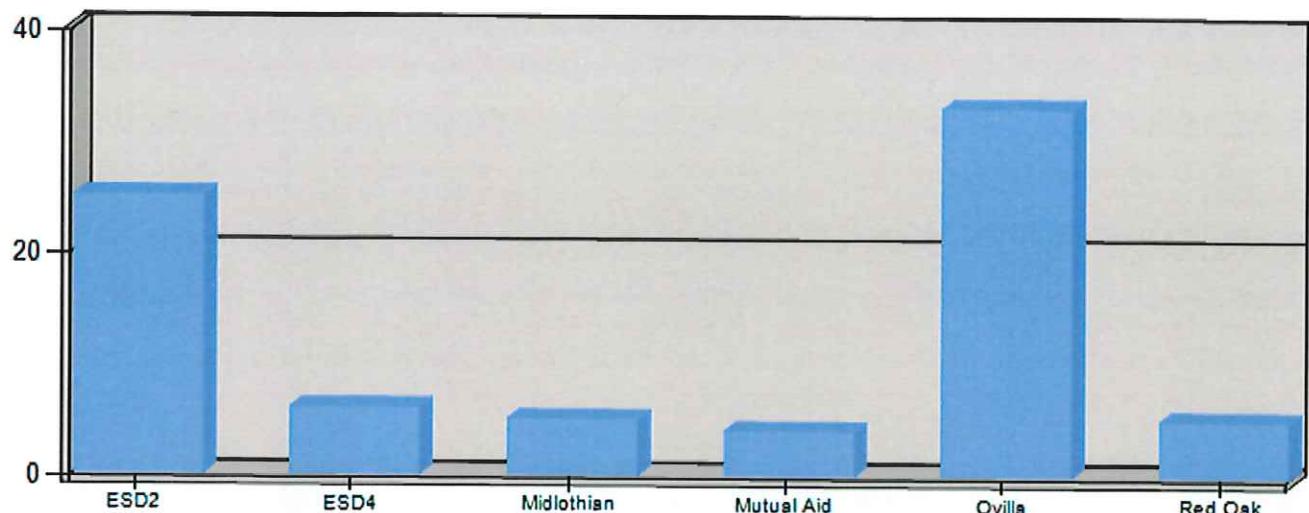
C701 Responses | 7

C702 Responses | 11

Number of Overlapping Calls | **2**

Total Ovilla Fire Department Runs | 78

Breakdown by Districts



ZONE	# INCIDENTS
ESD2 - ESD #2	25
ESD4 - ESD #4	6
Midlothian - Midlothian City Limits	5
Mutual Aid - Mutual Aid	4
Ovilla - City Limits	33
Red Oak - Red Oak City Limits	5
TOTAL:	78

Districts are broken down by Cities or Areas we respond to.

Midlothian and Red Oak are what is called Automatic Aid due to being on the same dispatch system, and we are toned at the exact same time for an emergency that requires additional units to respond.

Mutual Aid is calculated by the cities that must call our dispatch center to request our help on incidents that occur in their cities. Examples are Glenn Heights, Desoto, Duncanville, Cedar Hill, Lancaster, Waxahachie, Ferris, and Wilmer.

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

District	AVERAGE RESPONSE TIME in minutes (Dispatch to Arrived)
Mutual Aid - Mutual Aid	21.63
Red Oak - Red Oak City Limits	9.92
ESD2 - ESD #2	7.46
ESD4 - ESD #4	7.28
Ovilla - City Limits	4.27
Average	6.34

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)
B701	3:37
B702	7:02
C701	1:32
C702	1:14
E701	1:32
R755	2:01
STA 1	1:18
AVERAGE TURNOUT TIME: 2:36	

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

Incident Count Per Apparatus

APPARATUS	# of INCIDENTS
B701	1
B702	1
C701	7
C702	11
E701	60
R755	2
STA 1	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	58,736	58,899	163	\$ 35.17	\$ -
B702	4,029	4,047	18	\$ -	\$ -
C701	28,114	29,208	1,094	\$ 146.00	\$ -
C702	104,629	105,294	665	\$ 105.13	\$ 72.99
E701	19,348	19,709	361	\$ 505.17	\$ 821.31
E702	29,721	29,765	44	\$ -	\$ -
E703	N/A	N/A	N/A	\$ -	\$ -
R755	20,048	20,227	179	\$ 44.95	\$ 2,639.02
Station Supplies (Small Equipment Fuel, Propane, Other)			\$ -	\$ -	\$ -
Totals for the Month			2,524	\$ 836.42	\$ 3,533.32

Employment Longevity per Personnel per Agency			
ID	RANK	START DATE	DURATION
741	FF / Paramedic	11/15/2019	0 Years, 4 Months
750	FF / Paramedic	09/30/2014	5 Years, 6 Months
P-754	Volunteer - FF / EMT-B	02/12/2019	1 Years, 1 Months
740	FF / Paramedic	08/31/2018	1 Years, 7 Months
755	FF / EMT - Basic	01/01/2019	1 Years, 2 Months
746	Captain	09/08/2012	7 Years, 6 Months
715	Captain	06/05/2009	10 Years, 9 Months
P-757	Volunteer - FF / Paramedic	02/26/2019	1 Years, 1 Months
721	FF / EMT - Basic	10/04/2016	3 Years, 5 Months
747	FF / Paramedic	02/23/2016	4 Years, 1 Months
732	FF / Paramedic	02/23/2016	4 Years, 1 Months
729	FF / EMT - Basic	10/18/2016	3 Years, 5 Months
753	Volunteer - Non Certified	09/30/2016	3 Years, 6 Months
731	FF / Paramedic	05/30/2017	2 Years, 10 Months
713	FF / Paramedic	12/12/2019	0 Years, 3 Months
709	FF / Paramedic	01/09/2018	2 Years, 2 Months
742	FF / EMT - Basic	03/21/2017	3 Years, 0 Months
723	FF / Paramedic	04/08/2016	3 Years, 11 Months
733	FF / Paramedic	08/30/2018	1 Years, 7 Months
701	Chief	11/01/2011	8 Years, 4 Months
712	FF / Paramedic	01/09/2017	3 Years, 2 Months
702	Deputy Chief/Fire Marshal	11/07/2011	8 Years, 4 Months
722	FF / Paramedic	08/22/2018	1 Years, 7 Months
744	FF / Paramedic	09/25/2012	7 Years, 6 Months
749	FF / Paramedic	02/21/2017	3 Years, 1 Months
727	FF / Paramedic	07/04/2016	3 Years, 8 Months
735	FF / Paramedic	05/18/2006	13 Years, 10 Months
716	FF / EMT - Basic	11/17/2016	3 Years, 4 Months
717	FF / Paramedic	10/04/2016	3 Years, 5 Months
737	FF / Paramedic	10/04/2016	3 Years, 5 Months
719	Captain	04/04/2005	14 Years, 11 Months
P-761	Volunteer - Probation	08/24/2019	0 Years, 7 Months
714	FF / EMT - Basic	11/08/2017	2 Years, 4 Months
P-756	Volunteer - FF / EMT-B	02/12/2019	1 Years, 1 Months
726	FF / Paramedic	01/21/2020	0 Years, 2 Months
751	Volunteer - EMT-B	12/16/2014	5 Years, 3 Months
734	FF / Paramedic	10/25/2018	1 Years, 5 Months
P-763	Volunteer - Probation	08/24/2019	0 Years, 7 Months
P-758	Volunteer - FF / EMT-B	04/09/2019	0 Years, 11 Months
728	FF / EMT - Basic	07/03/2019	0 Years, 8 Months
739	FF / EMT - Basic	02/12/2019	1 Years, 1 Months
738	FF / Paramedic	12/10/2019	0 Years, 3 Months
743	FF / Paramedic	06/03/2019	0 Years, 9 Months
720	FF / Paramedic	06/12/2012	7 Years, 9 Months
725	Captain	09/27/2012	7 Years, 6 Months
P-762	Volunteer - Probation	08/06/2019	0 Years, 7 Months

Average Years of Service

3.6 Years



Date: March 4, 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 February ,2020

STAFFING: 7 FTE positions approved; 5 FTE position filled

WORK ORDERS

- 27 total Work Orders completed for the month of February ,2020

GovPilot Reporting

Balances

	New	Completed	Remaining
Water/WW	7	20	6
Street/Parks	9	7	2
Total	16	27	8

WATER

- Gallons purchased from DWU 10.345.000 MG, Retail Billed 6.212.300 MG, Retail Unbilled 17.6 k, Builder metered 6.2 k, Maintenance flushing 592 k,
- Daily water sampling and pump station site check. (State Requirement)
- Daily monitoring of CL2 & NH3 feed rate and ratio of 5/1 check. (State Requirement)
- NAP Nitrification Action Plan performed daily @ 5 distribution locations. (State Requirement)
- Flushed NAP Nitrification Action Plan sample site areas if need to stay within baseline levels. (State Requirement)
- monthly TCEQ BACTI water samples collected and sent to lab. (State Requirement)
- Performed calibration checks on chlorine meter & HACH SL1000 meter (State Requirement)
- Flushed dead end mains & Flushed for system residuals of .50MG/L or lower. (State Requirement)
- Read monthly water meters.
- Completed monthly meter reread list.
- Performed monthly water meter cutoff list.
- Completed monthly repairs list for replacing meter lids and boxes.
- **No major water repairs made for the month of February ,2020**



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 stations.**

STREETS/DRAINAGE

- Crack sealing- Sector #2 Shadow wood.
- Street maintenance to potholes on Shiloh. Rd, Thorn tree- Patch made to cul-de-sac, Westmoreland. Rd, Buckboard, Meadowlark, Johnson Ln, Bryson. Ln, William, Elmwood, Red Oak Creek. Rd, Cardinal.
- drainage work performed at 600, 602, 604 William.
- Picked up trash in right of ways on Shiloh. Rd.
- Ordered no thru traffic sign for Westlawn.
- Replaced faded stop signs at Cardinal, Meadowlark & Highland Meadows.
- Repaired damaged stop sign ahead sign stand at Water. St Bridge.
- Trimmed trees from right of ways and roadways as needed.

PARKS

- Trimmed trees at Cindy Jones Park, 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

- No repairs made to buildings in the month of February.



Vehicle & Equipment Usage

February

Item #	Veh. #	Description	Mileage			Hours		
			Begin	End	Accrued	Begin	End	Accrued
1		2017 F250 4x4	16,338	16,695	357			
2		2015 2500 HD Silverado	45,510	46,361	851			
3		2011 3500HD Silverado	57,468	57,792	324			
4		2008 2500HD Silverado	86,692	87,103	411			
5		2019 f250 Animal Control	9,623	10,097	474			
6		2008 1500 Silverado	117,761	118,108	347			
7		2001 C6500 Dump Truck	19,050	19,108	58			
8		1999 International Patch Truck	312,128	312,128	0			
9		1998 Ford Dump Truck	55,296	55,317	21			
10		New Holland Skid LS60				1305.7	1306.8	1.1
11		1999 Kubota Tractor				996.2	996.2	0
12		1992 Ford Tractor				1090.4	1090.4	0
13		310K John Deere Backhoe				2089.4	2107.8	18.4
14		Ingersoll Mobil Air Compress				1326.1	1326.1	0
15		Jet Machine				504.7	505.0	0.3
16		Vac Machine 2017				121.2	123.3	1.1
17		Boomag 900-50 packer				195.0	195.0	0
18		2016 Exmark				316.4	317.6	1.2
19		2013 Exmark				472.7	477.4	4.7
20		2004 Exmark				1066.7	1066.7	0
21		JCB Backhoe				79.6	79.6	0
22		Kubota Mini Excavator				17.3	19.6	2.3
23		Crafco Crack Sealer				63.9	75.2	11.3
			Total =	2,843		Total =	40.4	

APPENDIX A: SUGGESTED GENERAL MAINTENANCE CHECKLISTS

Surfacing (§2.4)

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

Drainage (§2.4)

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

General Hazards

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

NOTES:

DATE OF INSPECTION:

2/27/20

Security of Hardware (§2.5)

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

Durability of Equipment (§2.5)

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

Leaded Paint (§2.5.4)

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

General Upkeep of Playgrounds (§4)

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

INSPECTION BY:

Ainsley Jarvis

APPENDIX A: SUGGESTED GENERAL MAINTENANCE CHECKLISTS

Surfacing (§2.4)

- Adequate protective surfacing under and around the equipment.
 - Install/replace surfacing
- Surfacing materials have not deteriorated.
 - Replace surfacing
 - Other maintenance: _____
- Loose-fill surfacing materials have no foreign objects or debris.
 - Remove trash and debris
- Loose-fill surfacing materials are not compacted.
 - Rake and fluff surfacing
- Loose-fill surfacing materials have not been displaced under heavy use areas such as under swings or at slide exits.
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- There are no crush and shearing points on exposed moving parts (§3.1).
- There are no trip hazards, such as exposed footings or anchoring devices and rocks, roots, or any other obstacles in a use zone (§3.6).

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

Leaded Paint (§2.5.4)

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

General Upkeep of Playgrounds (§4)

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

INSPECTION BY:

Ainsley Jarvis

APPENDIX A: SUGGESTED GENERAL MAINTENANCE CHECKLISTS

Surfacing (§2.4)

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

Drainage (§2.4)

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

General Hazards

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

NOTES:

DATE OF INSPECTION:

2/27/20

Security of Hardware (§2.5)

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

Durability of Equipment (§2.5)

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

Leaded Paint (§2.5.4)

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INSPECTION BY:

Ainsley Jarvis

Ovilla Municipal Court Report

FY-2019- 2020	City		Total Revenue	Amount Kept by City	Amount sent to State	Warrants Issued	Warrants Cleared	Uncontested Disposition	Defensive Driving	Deferred Disposition	Compliance Dismissals	Trial
	Total Traffic Cases Filed	Ordinance Filed										
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	74	0	\$16,873.82	\$11,026.24	\$5,847.58	0	26	27	11	10	0	0
March												
April												
May												
June												
July												
August												
September												
Totals	294	5	\$64,060.59	\$42,610.90	\$21,449.69	110	78	121	37	64	2	1

2018-2019 FY

February	66	0	\$17,423.00	\$10,777.36	\$6,645.64	18
FY Totals	413	6	\$79,006.17	\$49,062.57	\$29,943.60	114

Staffing

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

Calls For Service	Feb.2020	Feb.2020 YTD	Feb.2019	
Complaint (Regist-27 At Large 11 Bark 1)	39	74	32	
Follow up	43	85	26	
Door Notice (Regis-20, Bark 1 at large 1)	22	46	20	
Impounded Animal (Dog 6)	6	12	5	
Animal welfare check	11	20	23	
Impound Results (Transport 1 Ret to own 5)	6	12	5	
Impound fee collected	\$160.00	\$230.00	70	
Court 2 Guilty at large	\$300.00	\$300.00	0	
Citizen Contacts	38	69	27	
Animal registration \$156	13	20	5	
Registration Letter Mailed	23	42	21	
Nuisance letter -1barking 1 At large	2	6	3	
Animals released 1 skunk	1	2	2	
Deceased removed	16	38	11	
Oak Leaf - 1 dog Return to owner	1	1	2	
Traps Checked Out	5	9	4	

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

Calls For Service	Feb. 2020	Feb.2020 YTD	Feb .2019	
Complaint (Nuis 15 Permit 4,Parking 8)	27	63	31	
Follow up (Nuis 15 Permit 4 Park 8)	27	69	31	
Door Notice (Nui - 10, Permit 3 Parking 7)	11	31	14	
Mail Notice (Parking 2 nuisance 6 perm 2)	10	24	9	
Posted Property (nuisance 3)	3	5	3	
Court 1 Junk vehicle,1 Storage	\$400	\$566	\$0.00	
Citizen Contacts	62	118	58	
Permits Reviewed	20	38	15	
Permits Issued	17	33	19	
Inspections	22	50	22	
Nuisance Abated by City	1	1	2	
Nuisance Signs (Garage sale-22 business 31)	53	87	45	
Board of Adjustment	1	1	0	