

# City of OVILLA City Council

Rachel Huber, Place One  
Dean Oberg, Place Two

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

Doug Hunt, Place Four  
Michael Myers, Place Five

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Monday, July 13, 2020      105 S. Cockrell Hill Road, Ovilla, TX 75154      6:30 P.M.      Teleconference

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## AGENDA

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Ovilla, to be held on Monday, July 13, 2020 at 6:30 P.M. via teleconference, for the purpose of considering the following items:

### SUPPLEMENTAL NOTICE OF MEETING BY TELEPHONE CONFERENCE:

In accordance with order of the Office of the Governor issued March 16, 2020, the City Council of the CITY OF OVILLA will conduct the meeting scheduled at 6:30 PM, Monday, July 13, 2020 by telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19). [There will be no public access to the location described above.]

This supplemental written notice, the meeting agenda, and the agenda packet, are posted online at [www.cityofovilla.org](http://www.cityofovilla.org)

The public toll-free dial-in number to participate in the telephonic meeting is:

United States: 1-346-248-7799

Meeting ID: 912 5913 7278

If you would like to join the meeting with your computer, tablet, or smartphone:

<https://zoom.us/j/91259137278>

The public will be permitted to offer public comments as provided by the agenda and as permitted by the presiding officer during the meeting.

A recording of the meeting will be made and will be available to the public in accordance with the Open Meetings Act upon written request.

### I. CALL TO ORDER

- Invocation – led by PL5 Invocation
- US. Pledge of Allegiance and TX Pledge – led by PL2 Dean Oberg

### 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.

# City of *OVILLA* City Council

Rachel Huber, Place One  
Dean Oberg, Place Two

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David Griffin, Place Three, Mayor Pro Tem

Doug Hunt, Place Four  
Michael Myers, Place Five

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1. Interlocal Agreement Mutual Aid
2. Palomar Modular Buildings Agreement

## Public Hearing

**Case PZ20.04** Receive presentation and citizen comments on a request for a Specific Use Permit application filed by Pamilee Koval on behalf of Thomas Waits owner of property, to open and operate a health smoothie and natural tea shop, located at 713 W. Main Street, Ovilla, TX, 75154, to include a request for a variance for outdoor fitness.

- a. *PRESENTATION – by staff and applicant*
- b. *PUBLIC HEARING – to receive comments from the public regarding the request*
- c. *DELIBERATION - questions with staff and applicant*

## *III.      Regular Agenda*

- ITEM 1.**      *DISCUSSION/ACTION* – Receive recommendation from the Planning & Zoning Commission to consider and act on a Specific Use Permit Application, PZ20.04, filed by Pamilee Koval on behalf of Thomas Waits owner of Property, to open and operate a health smoothie and natural tea shop, located at 713 W. Main Street, Ovilla, TX, 75154 to include a request for a variance for outdoor fitness.
- ITEM 2.**      *DISCUSSION/ACTION* –Consideration of and action to approve an Athletic Field and Facilities Use Agreement for the rental/reservations of the ballfields located at 105 S. Cockrell Hill Road, Ovilla, TX 75154, behind the City Municipal building.
- ITEM 3.**      *DISCUSSION/ACTION* – Consider waiving the City's mid-year budget review due to recent personnel changes and backlog of necessary reviews and reconciliations of financial records.
- ITEM 4.**      *DISCUSSION/ACTION* – Consideration of and action on ORDINANCE 2020-07 of the City of Ovilla, TX, amending the Fiscal Year 2019-2020 Annual Budget and Program of Services.
- ITEM 5.**      *DISCUSSION/ACTION* – Consideration of and action on a proposal submitted by Ellis County Precinct 4 for the road rehabilitate/reclaim of Buckboard, Georgetown and Silver Spur, authorizing the Mayor to execute said document(s).
- ITEM 6.**      *DISCUSSION/ACTION* – Consideration of and action on Resolution R2020-12 to award J & K Excavation, LLC for the Water Street Bridge Improvements Project, authorizing the Mayor to execute said document(s).
- ITEM 7.**      *DISCUSSION/ACTION*– Consider Heritage Day Committee recommendations for the Heritage Day event scheduled in September 2020.
- ITEM 8.**      *DISCUSSION/ACTION* – Consideration of and action on the location for the public works office facility.
- ITEM 9.**      *DISCUSSION/ACTION* – Consideration of any item(s) pulled from the Consent Agenda for individual consideration and action.

## *IV.      STAFF REPORTS*

# City of OVILLA City Council

Rachel Huber, Place One  
Dean Oberg, Place Two

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

Doug Hunt, Place Four  
Michael Myers, Place Five

- Department Activity Reports / Discussion

- Police Department Chief B. Windham
- Fire Department Chief B. Kennedy
- Public Works Departments J. Kuykendall
  - a) Streets/Park
  - b) Water/Wastewater
- Administration
  - 1. Financials Finance Director Sharon Jungman
    - a) Audit update
    - a) Monthly Municipal Court Report
  - 2. Monthly Code/Animal Control Reports Code/AC Officer M. Dooly
  - 3. Administration Monthly Report City Manager P. Woodall  
City Secretary G. Miller


V. EXECUTIVE SESSION

The City Council of the City of Ovilla, Texas, reserves the right to meet in a closed session on any item listed on this Agenda should the need arise, pursuant to authorization by Texas Government Code, Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), 418.183 (homeland security).

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

VIII. ADJOURNMENT

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

  
G Miller, City Secretary



DATE OF POSTING: July 9, 2020 TIME: 5:30 am/pm  
DATE TAKEN DOWN: \_\_\_\_\_ TIME: \_\_\_\_\_ am/pm

PLEASE SILENCE ALL CELL PHONES & OTHER ELECTRONIC EQUIPMENT WHILE THE CITY COUNCIL MEETING IS IN SESSION.



07.13.2020

## Consent Items C1-C3

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To  
Honorable Mayor  
and Council

**Comments:**

1. Interlocal Agreement Mutual Aid
2. Palomar Modular Buildings Agreement

From  
Staff

**BACKGROUND AND JUSTIFICATION:**

**C1:** Interlocal Agreement Mutual Aid  
(SRRG) Southern Regional Response Group- update in bylaws to current agreement.

**STAFF RECOMMENDATION:** Staff recommends approval

CC  
Applicable  
Departments

**C2:** Palomar Modular Buildings Agreement contract – Purchase agreement for the modular building for the public works department. Palomar is a member of buy-board and the purchase price is within the Council approved budget for this building. Council approved this during the June 18 Special meeting and directed staff to return with the purchase documents.

**STAFF RECOMMENDATION:** Staff recommends approval

**City of Ovilla**

Tel 972-617-7262

105 S. Cockrell Hill Road  
Ovilla, Texas 75154

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





STATE OF TEXAS           §  
                                     §       **INTERLOCAL COOPERATION AGREEMENT**  
COUNTY OF DALLAS     §

This Mutual Aid Agreement (“Agreement”) is entered into by and between the undersigned Participating Local Governments of the State of Texas acting by and through their duly authorized officials. The undersigned Participating Local Governments and any and all other Participating Local Governments of the State of Texas adopting this Agreement upon a formal order of their respective governing bodies as provided herein may be referred to in this Agreement individually as “City” and collectively as “Parties” or “Participating Cities.”

**RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with one another to provide governmental functions and services; and

**WHEREAS**, the Participating Cities have joined to form the Southern Regional Response Group (“SRRG”) to enhance emergency planning and response capabilities; and

**WHEREAS**, the Participating Cities have formed a Special Response Team (hereinafter referred to as the “SRRG/SRT”) which provides a specialized police response to the Participating Cities for the purposes of responding to incidents such as felony arrest warrants and searches, armed barricaded person(s), narcotic warrants and other incidents that require a specialized police response; and

**WHEREAS**, SRRG/SRT recognizes the advantages of combining manpower and equipment among the Participating Cities to form the Special Response Team comprised of officers from the Participating Cities; and

**WHEREAS**, the Participating Cities recognize that this Agreement would allow for better coordination of effort between the Participating Cities, would provide that adequate equipment and personnel are available, and would ensure that adequate resources are available for the SRRG/SRT to respond to incidents requiring a specialized police response; and

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**Article I**  
**Purpose**

Members of the SRRG agree to participate and/or cooperate with the creation of a Specialized Response Team (“Unit”) designed to intervene in tactical scenarios on behalf of Participating Cities and to support Participating Cities with standing tactical units.

**Article II**

## **Term**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

## **Article III Termination**

A Participating City may terminate its participation in this Agreement by providing thirty (30) days prior written notice to the other Participating Cities. The written notice of intent to terminate shall be delivered to the current city managers of each of the Participating Cities by certified mail, return receipt requested, or hand delivery. Termination by one or more of the Participating Cities to this Agreement does not affect this Agreement as it applies to the remaining Participating Cities, and shall continue to apply to the remaining Participating Cities until terminated by those parties.

## **Article IV Operational Procedures**

4.1 The chief law enforcement officer (or head of the law enforcement agency) or that person's designee will request the activation of the SRRG/SRT unit in accordance with the Greater Dallas-Fort Worth Regional Law Enforcement Mutual and Task Force Agreement.

4.2 The Unit will report to the Incident Commander and will operate under the Incident Commander's control in accordance with ICS protocols.

4.3 The Unit will respond to but not be limited to the following types of incidents:

- a. barricaded persons;
- b. hostage situations;
- c. live shooter scenarios;
- d. hazardous warrant service;
- e. civil disturbances, including riots;
- f. SNS delivery and POD security;
- g. terrorists' incidents; and
- h. any event in which a member agency's resources have been depleted.

## **Article V Supervision/Personnel/Board Members**

5.1 A Command Staff will be established by policy and approved by the Board Members ("Board") of the SRRG. The Board shall be comprised of the Chief of Police from each Participating City.

5.2 The Command Staff will answer to and provide regular updates on the following to

the SRRG Board:

- a. equipment acquisitions;
- b. personnel acquisitions;
- c. training activities;
- d. activations; and
- e. pre-plans and after-action summaries.

## **Article VI**

### **Evaluation and Performance Review**

6.1 The Command Staff shall establish policy and procedures to establish criteria for continued membership in the SRRG/SRT by individual officers.

6.2 The policies shall cover the following areas:

- a. minimum proficiencies for each assignment;
- b. attendance and participation in training and activities;
- c. personal and professional behavior; and
- d. performance during activations.

## **Article VII**

### **Finances**

7.1 The division of equipment procurement shall be determined by policy as agreed upon by the SRRG/SRT Board. Each Participating City shall provide its member officers with adequate time to train with the Unit and to supply minimum personal gear as established by policy.

7.2 The Participating City that procures the equipment shall be responsible for storage and maintenance of the equipment.

7.2 The personnel costs for the participating officers in the SRRG/SRT, including training, shall be the responsibility of the Participating City that employs the participating officer(s).

7.3 On an annual basis, each Participating City participating with personnel shall provide a \$5,500 cash contribution for the continuous operational needs of the SRRG/SRT. Participating Cities that do not participate with personnel on the SRT shall provide a \$8,250 cash contribution for the continuous operational needs of the SRRG/SRT. Such payment shall be made by each Participating City on or before the annual renewal date of this Agreement. The Board shall decide how the funds are to be distributed for the SRRG/SRT's operational needs.

7.4 The Board may, on an annual basis, adjust the cash contributions from each Participating City as required for the continuous operational needs of the SRRG/SRT.



## **Article VIII**

### **Addition of Participating Cities**

The Board made up of currently participating chief law enforcement officers (or heads of law enforcement agencies) may add additional agencies to the SRRG/SRT at any time and upon the new agency's acceptance of the parameters of this Agreement.

## **Article IX**

### **Insurance**

9.1 Workers' Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

9.2 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

9.3 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.

9.4 Other Coverage. Each Participating City shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

## **Article X**

### **Waiver of Claims Against Parties; Immunity Retained**

Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

## **Article XI**

### **Expending Funds**

Each Participating City that performs services or furnishes services pursuant to this Agreement shall do so with funds available from current revenues of the Participating City.

## **Article XII**

### **Miscellaneous**

12.1 Reimbursement. The Party requesting the SRRG/SRT Unit shall not be responsible for compensating Participating Cities for the costs incurred when acting in accordance with this Agreement. The personnel who are assigned, designated or ordered by the responding Participating Cities to perform duties pursuant to this Agreement shall receive the same wage, salary, pension and other compensation and rights for the performance of such duties, including injury or death benefits, and Workman's Compensation benefits, as though the services have been rendered for and within the limits of the Participating City where the person is regularly employed. Further, all medical expenses, wage and disability payments, except those payments the requesting Party is required to pay under this Agreement, pension payments, damage to equipment and clothing, and expenses for travel, food and lodging shall be paid by the Participating City in which the employee in question is regularly employed.

12.2 Other Mutual Aid Agreements. This Agreement is not intended to replace local mutual aid agreements and local jurisdictions are encouraged to develop local agreements with each other for Mutual Aid in emergency, disaster and/or civil emergency situations and it is agreed that, to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, the provisions of this Agreement shall be superior to any such individual or previously adopted Mutual Aid Agreement(s) or contract(s).

12.3 Liability. Any loss, personal injuries, including death, and damages sustained by a person, who was not acting pursuant to this Agreement, as a result of any action taken pursuant to this Agreement is the sole responsibility and liability of the Participating City which requested the assistance from the other Participating Cities.

In the event a person performing duties pursuant to this Agreement shall be cited as a defendant to any state or federal lawsuit arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such person shall be entitled to the same benefits and/or defenses that he or she would be entitled to receive and/or assert had such civil action arisen out of an official act within the scope of his or her employment as an employee of the responding Participating City. The benefits described herein shall be supplied by the City where the person is regularly employed.

12.4 Waiver. The Parties to this Agreement waive any and all claims they may have against each other for any loss, personal injuries, including death, and damages of whatever nature may be incurred by the Parties while acting pursuant to this Agreement. However, this waiver does not include any claim the responding Parties may have against the Party requesting SRRG/SGT for its failure and/or refusal to pay for any loss, personal injuries, including death, and damages sustained by a person, who was not acting pursuant to this Agreement, as a result of any action taken pursuant to this Agreement.

12.5 Relationship of Parties. This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture or trust.

12.6 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

12.7 Amendment. This Agreement may be amended by the mutual written agreement of both parties hereto.

12.8 Severability. In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

12.9 Governing Law. The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

12.10 Entire Agreement. This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

12.11 Recitals. The recitals to this Agreement are incorporated herein.

12.12 Counterparts. This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

12.13 Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

12.14 Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

12.15 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

**[signature pages to follow]**



EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**City of DeSoto, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(04-28-2020/TM 115332))

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**City of Midlothian, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**City of Red Oak, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_



EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**City of Glenn Heights, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**City of Seagoville, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**City of Lancaster, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_



EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**City of Ovilla, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**City of Highland Park, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**City of Cedar Hill, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**City of Waxahachie, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**City of Hutchins, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **CONTRACTOR SERVICES AGREEMENT**

This Contractor Services Agreement (herein "Agreement") is made and entered into by and between the CITY OF OVILLA, TEXAS, a general law municipality, organized and existing under the laws of the State of Texas (herein the "City"), and Palomar Modular Buildings, LLC (herein the "Contractor").

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

WHEREAS, the City agrees to hire Contractor for the goods and services necessary for the completion of the Project identified herein for and in accordance with the terms of this Agreement; and

WHEREAS, the Contractor represents that it is qualified and capable of providing the goods and performing the services set forth herein and is willing to enter into this Agreement with the City to perform such services.

**NOW, THEREFORE,** in consideration of the premises and covenants and conditions herein, and other good and valuable consideration, the City and the Contractor agree as follows:

### **I. SCOPE OF SERVICES AND SPECIFICATIONS**

The scope of services and specifications to be rendered by Contractor are as follows:

Contractor shall manufacture and install a 28-foot by 70-foot (nominal size) modular building for the City as more particularly described and set forth in floor plan and specifications attached hereto (the "Contract Documents"). Installation shall be at a location designated by the City.

### **II. RETAINER**

The City agrees to retain Contractor, and Contractor agrees to perform the services set forth in this Agreement and Contract Documents, subject to all of the terms and conditions herein, and the City agrees to pay, and the Contractor agrees to accept, the fees specified herein as full and final compensation for the work and services provided hereunder. If and to the extent there are any inconsistencies between any provision of the Contract Documents and the provisions of this Agreement, then the provisions of this Agreement shall control.

### **III. PROFESSIONAL QUALITY**

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

### **IV. LIABILITY**

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

### **V. COMPENSATION**

The total compensation to be paid to the Contractor is One Hundred Six Thousand Five Hundred and No/100 Dollars (\$106,500.00) (the "Contract Sum"). The said compensation shall be paid by the City to the Contractor as follows:

- a. The City shall pay Contractor fifty percent (50%) of the Contract Sum within ten (10) days of the execution of this Agreement. The City shall pay the Contractor forty percent (40%) of the Contract Sum upon Contractor's notice to the City of completion of the modular building at the Contractor manufacturing facility, subject to the City's right to inspect the completed modular building.
- b. Final payment, constituting the remaining ten percent (10%) balance of the Contract Sum shall be paid by the City to the Contractor upon installation the modular building and the City's final acceptance of same.

### **VI. TERM AND TIME FOR PERFORMANCE**

The term of this Agreement shall commence on the date of execution listed herein and shall continue until completion of the parties' obligations hereunder. Consultant shall commence performance of its obligations under this Agreement immediately upon receipt of the City's first payment as set forth in Section VI.a. above and shall diligently complete its obligations hereunder so as to achieve substantial completion of the project within forty-five (45) days of receipt of the City's first payment. Substantial completion for purposes of this Agreement shall mean when the modular building in usable for its intended purpose. Contractor understands and agrees that time is of the essence in Contractor's performance

under this Agreement.

## **VII. TERMINATION**

Either party may cancel or terminate this Agreement upon thirty at any time prior to Contractor's commencement of manufacturing the modular building with the provision and understanding that immediately upon receipt of notice of such cancellation the Contractor shall return to the City all sums previously paid to the Contractor under this Agreement.

## **VIII. INDEMNIFICATION AND INSURANCE**

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

Contractor further agrees to obtain and keep in force, at its sole cost and expense, throughout the term of this Agreement, and in a form and with a company satisfactory to the City, the following policies of insurance:

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

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



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

## **IX. INDEPENDENT CONTRACTOR**

In the performance of work or services under this Agreement, the Contractor shall be deemed an independent contractor of the City, and any and all of Contractor's employees performing work or services hereunder shall be deemed to be employees of the Contractor or its contractors and not employees of the City. The Contractor shall be solely responsible for and have control over the means, manner, methods, techniques, sequences and procedures necessary to complete its work and services under this Agreement. In no event shall this Agreement be deemed or interpreted as creating a principal-agent or joint venture relationship between the parties hereto.

## **X. NOTICES**

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

City Manager  
City of Ovilla  
105 S. Cockrell Hill Rd.  
Ovilla, Texas 75154

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

John Martin, President  
Palomar Modular Buildings  
505 North I-35 East  
DeSoto, Texas 75115

## **XI. ASSIGNMENT**

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

## **XII. SEVERABILITY**

Should any word, phrase, sentence, paragraph or other provision or portion of this

Agreement be construed to be unlawful or unenforceable by a court of competent jurisdiction, such circumstance shall not affect the validity of the remaining portions of this Agreement which shall remain in full force and effect.

### **XIII. BINDING EFFECT**

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

### **XIV. GOVERNING LAW AND VENUE**

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

### **XV. DISPUTE RESOLUTION**

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

### **XVI. COMPLIANCE WITH TEXAS LOCAL GOV'T CODE CHAPTER 2270**

In compliance with Chapter 2270 of the Texas Local Government Code, by executing this Agreement the Contractor hereby certifies that: (1) Contractor does not boycott Israel currently; and (2) will not boycott Israel during the term of this Agreement.

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

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

shall be construed to be or constitute an approval or ratification by the other party of any matter contained or referred to in such notice, unless the same be consented to by the other party in writing.

### **XVIII. ENTIRE AGREEMENT**

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

### **XIX. LEGAL CONSTRUCTION**

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

**EXECUTED** as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF OVILLA, TEXAS:**

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

ATTEST:

\_\_\_\_\_  
Glennell Miller, City Secretary

APPROVED AS TO FORM:

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

**CONTRACTOR:**  
**PALOMAR MODULAR BUILDINGS, LLC**

By: \_\_\_\_\_  
John Martin, President



# Ovilla City Council

## PUBLIC HEARING

Meeting Date: July 13, 2020

Department: Administration

☒ Discussion ☐ Action

Zoned: Res. ☐ Commercial ☒

Receive comments regarding proposed Specific Use Permit

### Attachments:

1. Public Notice
2. Specific Use Permit (SUP) Application/Variance

### Agenda Item / Topic:

**Case PZ20-04** Receive presentation and citizen comments on a request for a Specific Use Permit application **Specific Use Permit**, to open and operate Legacy Nutrition, a health smoothie and natural tea shop, located at 713 W. Main Street, Ovilla, TX, 75154, to include a request for a variance for outdoor fitness, filed by Pamilee Koval, on behalf of and authorized by Thomas Waits, owner of said property.

- a. **PRESENTATION** of request for a Specific Use Permit filed by representative Pamilee Koval.
- b. **PUBLIC HEARING** to receive comments from the public regarding the request.
- c. **DELIBERATION** questions with staff and/or applicant

### Discussion / Justification:

The Ovilla City Council will open the Public Hearings to receive comments from citizens regarding the Special Use Permit for Legacy Nutrition.

## LEGAL NOTICE

PUBLISH – June 24, 2020

### CITY OF OVILLA NOTICE OF PUBLIC HEARINGS

NOTICE is hereby given to all interested persons that the Planning & Zoning Commission of the City of Ovilla, Texas, will conduct a public hearing on **Monday, July 06, 2020 at 6 o'clock p.m.** via teleconference for the following.

The public toll-free dial-in number to participate in the telephonic meeting is:

United States: **1-346-248-7799** Meeting ID: **479 179 4690**

If you would like to join the meeting with your computer, tablet, or smartphone:

**<https://zoom.us/j/4791794690>**

The public will be permitted to offer public comments as provided by the agenda and as permitted by the presiding officer during the meeting.

**A Specific Use Permit filed by Pamilee Kovall to operate a health smoothie and natural tea shop and outdoor fitness in the Ovilla Downtown Historic District, at 713 W. Main Street, Ovilla, TX 75154.**

The Ovilla City Council will consider and act on the request after it receives a final report and recommendation from the Planning and Zoning Commission. (LCG §211.007) The scheduled date for the second public hearing, consideration and action is **Monday, July 13, 2020 at 6:30 o'clock p.m.**, during a regularly scheduled City Council meeting.

All interested persons are invited to call in and share comments. Written comments will also be accepted by mail or night drop-box addressed to Cathy Gaeta, Deputy City Secretary, 105 S. Cockrell Hill Road, Ovilla, TX 75154, email [cgaeta@cityofovilla.org](mailto:cgaeta@cityofovilla.org), or fax 972-515-3221. For additional information, MS Gaeta may be reached at 972-617-7262.





DATE: 6/8/2020

Case No. \_\_\_\_\_

**REQUIRED FORMS FOR A SPECIFIC USE PERMIT**

**To the**

**OVILLA PLANNING & ZONING COMMISSION / OVILLA CITY COUNCIL**

CITY OF OVILLA

§

COUNTY OF ELLIS

STATE OF TEXAS

§

**TO THE HONORABLE PLANNING & ZONING COMMISSION / CITY COUNCIL**

Property description (Attach field notes if necessary): Attached.

Lot No. \_\_\_\_\_

Property Address 713 W. Main

Block No. \_\_\_\_\_

Ovilla Tx 75154

Property Zoned \_\_\_\_\_

OWNER OF PROPERTY

Thomas G. Waits

APPLICANT

Pamilee Rae Kovel

SPECIFIC USE PERMIT



*Mayor Richard Dornier \* Mayor Pro-Tem David Griffin*

*Council Members – Rachel Huber \* Dean Oberg \* Doug Hunt \* Michael Myers*

**REQUEST FOR AN APPEARANCE / PUBLIC HEARING**  
**THE CITY OF OVILLA, TEXAS \*\* CITY COUNCIL**  
**- REQUEST FOR SPECIFIC USE PERMIT -**



**DATE SUBMITTED:** \_\_\_\_\_

**HEARING DATE PLANNING & ZONING :** \_\_\_\_\_

**P&Z RECOMMENDATION:**    **APPROVED** \_\_\_\_\_    **DENIED** \_\_\_\_\_

**P&Z MEMBER SIGNATURE :** \_\_\_\_\_

**HEARING DATE CITY COUNCIL :** \_\_\_\_\_

**COUNCIL DECISION:**    **APPROVED** \_\_\_\_\_    **DENIED** \_\_\_\_\_

**MAYOR SIGNATURE :** \_\_\_\_\_

*Mayor Richard Domier*  
*Mayor Pro-David Griffin*  
*Council Members – Rachel Huber\*Dean Oberg\*Doug Hunt\*Michael Myers*  
*City Manager John R. Dean, Jr.*



**INSTRUCTIONS AND REGULATIONS  
FOR COMPLETING THE  
APPLICATION PROCEDURE FOR**



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***SPECIFIC USE PERMIT***

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The instruction pages are provided for your information and aid in filling out this ***SPECIFIC USE PERMIT*** request. It is not to be considered legal advice. City employees are not permitted to give legal advice in this matter.

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**DEFINITION** from the Ovilla Code of Ordinances: The use of any building, structure, or land not specifically allowed by district regulations, but permitted as a specific use in accordance with Chapter 14 Specific Use Permits.

---

No special use shall be erected, used, altered, occupied nor shall any person convert any land, building or structure to such a use unless a ***Specific Use Permit*** has been issued by the City Council. The granting of a ***Specific Use Permit*** shall be done in accordance with the provision for amendment of the Ovilla Comprehensive Zoning Ordinance.

**An application for a *Specific Use Permit* shall be filed with the administrative official on city application forms. The application shall be accompanied with the following:**

1. A completed application form signed by the property owner;
2. An application fee as established by the city's latest adopted schedule of fees;
3. A certificate stating that all city and school taxes have been paid to date;
4. A property description of the area where the *Specific Use Permit* is proposed to apply;
5. A site plan complying with the requirements stated in this section which will become a part of the *Specific Use Permit*, if approved; and
  - a. A site plan shall contain, at a minimum the following information:
    - i. The boundary lines and dimensions of the property, existing subdivision lots, available utilities, easements, roadways, sidewalks, emergency access easements, and public rights-of-way.
    - ii. Topography of the property proposed for development in contours of not more than two feet, apart with any proposed grade elevations, if different from

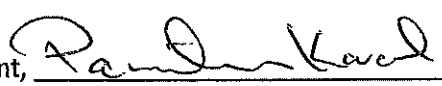
*Mayor Richard Domier \* Mayor Pro-Tem David Griffin  
Council Members – Rachel Huber \* Dean Oberg \* Doug Hunt \* Michael Myers*

existing elevations. (Note: If the natural contour of the land is to be altered or changed in any location on the property more than four (4) feet, the site plan must provide detailed information on the proposed grading plan. This information shall include the correlation of the proposed grading plan to the surrounding properties and the use of those surrounding properties and shall include information indicating the drainage and the line of sight effect the proposed grading plan will have on the surrounding properties.

- iii. One-hundred year flood plains, water courses, marshes, drainage areas, and other significant environmental features including, but not limited to, rock outcroppings and major tree groupings. Topographic and drainage map information provisions may be waived by the reviewing body when the inclusion of such data would not materially contribute to the necessary evaluation of the project petition.
- iv. The location of existing trees with indication as to those to be preserved.
- v. The location and proposed uses of all existing and proposed buildings or structures, including all refuse storage areas, and the minimum distance between buildings. Where building complexes are proposed, the location of each building and the minimum distances between buildings, and between buildings and the property line, street line, and/or alley shall be submitted. For buildings more than one (1) story in height, elevations and/or perspective drawings shall be required in order that the relationship of the buildings to adjacent property, open spaces, and to other features of the development plan may be determined. Such drawings need to indicate the square footage, the height, number of floors and exposures for access, light, and air. A designation of the maximum building coverage of the site shall be indicated on the site plan.
- vi. Total number, location, and arrangement of off-street parking and loading spaces, where required. The plan should include a table of the required and proposed off-street parking and off-street loading spaces with the building area. The number, layout, and design of all handicapped accessible parking spaces shall comply with the current requirements of the Americans with Disabilities Act (ADA) and the Texas Accessibility Standards (TAS).
- vii. All points of vehicular ingress, egress, and circulation within the property and all special traffic regulation facilities proposed or required to assure the safe function of the circulation plan.
- viii. Setbacks, lot coverage, and when relevant, the relationship of the setbacks provided and the height of any existing or proposed building or structure.
- ix. The location, size, and arrangement of all outdoor signs, exterior auditory speakers, and lighting.
- x. The type, location, and quantity of all plant material used for landscaping, and the type, location, and height of fences or screening and the plantings around them. When necessary to protect the public health, safety, or welfare, the City

*Mayor Richard Dormier \* Mayor Pro-Tem David Griffin  
Council Members – Rachel Huber \* Dean Oberg \* Doug Hunt \* Michael Myers*

Council or the Planning and Zoning Commission may require landscaping and screening requirements to be in place prior to the start of construction pursuant to an approved site plan.

- xi. Where multiple types of land uses are proposed, a delineation of the specific areas to be devoted to various land uses.
  - xii. Vicinity map, north point, scale, name of development, name of owner, name of planner, total acreage of project, and street address or common description of the property.
  - xiii. Current land uses and zoning district of the property and current land uses and zoning districts of contiguous properties and buildings on the exterior of the site and within twenty-five (25) feet of all property lines.
  - xiv. Existing buildings on the exterior of the site and within one-hundred (100) feet of all property lines.
  - xv. The location and size of existing and proposed surface and subsurface drainage facilities, including culverts, drains, and detention ponds, showing size and direction of flow.
  - xvi. The number of square feet of the property after construction which will constitute impervious area or impervious surface and vegetated areas.
  - xvii. Roadway speeds and distances of adjacent driveways from all proposed driveways and streets.
  - xviii. Architectural drawings, such as elevations, concept sketches or renderings depicting building types and other significant proposed improvements including the treatment and use of open spaces, etc. where the submission of such drawings would more clearly portray the nature and character of the applicant's land use and development proposals.
  - xix. Legal description of the total site area proposed for rezoning, development or specific use permit.
  - xx. Signature and title of the applicant,  certifying the information presented in the plans, and supporting documents reflect a reasonably accurate portrayal of the nature and character of the applicant's proposals.
6. Any other material and/or information as may be required by the Planning and Zoning Commission, the City Council or the administrative official to fulfill the purpose the subsection of Ovilla's Comprehensive Zoning Ordinance and to ensure that the application is in compliance with the ordinances of the City.

7. TIME LIMIT:

A *Specific Use Permit* shall become null and void unless construction or use is substantially underway within one year of the granting of the permit, unless an extension of time is approved by the City Council.

*Mayor Richard Dormier \* Mayor Pro-Tem David Griffin  
Council Members – Rachel Huber \* Dean Oberg \* Doug Hunt \* Michael Myers*

**REQUEST FOR AN APPEARANCE / PUBLIC HEARING**  
**THE CITY OF OVILLA, TEXAS \*\* CITY COUNCIL**  
**- REQUEST FOR SPECIFIC USE PERMIT -**



**SPECIFIC USE PERMIT CHECK LIST COVER SHEET**

*Please provide the following information/items as part of your submittal packet:*

☒ CURRENT SURVEY / SITE PLAN ATTACHED

☒ PROPERTY OWNER'S NAME, MAILING ADDRESS AND CONTACT INFORMATION

Name: Thomas G. Waits  
Address: 121 Water Street Ovilla  
Contact Info.: 469-323-1407  
Email: Kovalpam@yahoo.com

☒ RECEIPT SHOWING ALL PROPERTY TAXES PAID - ATTACHED.

☐ EXISTING ZONING \_\_\_\_\_

☒ TITLE BLOCK LISTING OF / COMPLETE LEGAL DESCRIPTION OF PROPERTY OF PROPOSED SPECIFIC USE PERMIT.

☒ PROPOSED USE OF PROPERTY (if other than current use).

☒ SIZE OF PROPERTY 1.017 ACRES

☐ PAID RECEIPT ATTACHED - # \_\_\_\_\_

DATE RECEIVED AT CITY HALL OFFICE: 6/8/2020 RECEIVED BY: \_\_\_\_\_

Mayor Richard Domier  
Mayor Pro-David Griffin  
Council Members - Rachel Huber\*Dean Oberg\*Doug Hunt\*Michael Myers  
City Manager John R. Dean, Jr.

# DUPLICATE TAX RECEIPT



JOHN BRIDGES RTA, CTA, CSTA  
ELLIS COUNTY TAX OFFICE TAX ASSESSOR - COLLECTOR  
P.O. DRAWER 188 109 S. JACKSON RM T125  
WAXAHACHIE, TX 75168

**Certified Owner:**

WAITS THOMAS G REVOCABLE L/T  
THOMAS G WAITS TRUSTEE  
PO BOX 402  
DESOTO, TX 75123

**Legal Description:**

693 J MCNAMARA 1.017 ACRES

Parcel Address: 713 W MAIN ST  
Legal Acres: 1.0170

Remit Seq No: 43300018  
Receipt Date: 01/29/2020  
Deposit Date: 01/29/2020  
Print Date: 05/13/2020 12:04 PM  
Printed By: KELLJD

Deposit No: W200129JH  
Validation No: 900000057403678  
Account No: **187690**  
Operator Code: JANICEH

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2019	Ellis County	TL	184,700	0.329557	608.69	0.00	0.00	608.69
2019	Ltrd	TL	184,700	0.030976	57.21	0.00	0.00	57.21
2019	Midlothian Isd	TL	184,700	1.470000	2,715.09	0.00	0.00	2,715.09
2019	City Of Ovilla	TL	184,700	0.660000	1,219.02	0.00	0.00	1,219.02
					<b>\$4,600.01</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,600.01</b>

> - -  
Check Number(s):  
1016

PAYMENT TYPE:

Checks: \$4,600.01

Exemptions on this property:

Total Applied: \$4,600.01

Change Paid: \$0.00

Account No: 187690  
PAYER:

WAITS THOMAS G REVOCABLE L/T  
THOMAS G WAITS TRUSTEE  
PO BOX 402  
DESOTO, TX 75123

**ACCOUNT PAID IN FULL**



Site Plan

ct B"

PICKARD  
0.482 ACRE)  
3, PG. 142  
RECT

X X

13.07" W  
10.07"

SET  
1/2"  
S.R.

47.88'

13.34'

S 00°52'31" E

210.74'

GARAGE

ONE STORY  
FRAME  
713 MAIN  
STREET

Snow  
cone

FRAME  
BUILDING

END 1/2" S.R.

MAIN STREET

1.0172 ACRES  
(VOL. 544, PG. 305 DRECT)

713 MAIN  
STREET  
VOL. 544, PG. 136  
DRECT

N

713  
Main

EXHIBIT "A"  
LEGAL DESCRIPTION OF THE LAND

BEING all that certain lot, tract, or parcel of land situated in the City of Ovilla and in the J.S. McNamara Survey, Abstract No. 693, and being a part of a called 1.494 acre tract (by calculation) of land described in Volume 544, Page 305, Deed Records, Ellis County, Texas, (DRECT), and being more particularly described as follows:

BEGINNING at a railroad spike set in Main Street (a public road) for the southeast corner of this tract and same for the said 1.494 acre tract;

THENCE along the south line of this tract and same for the said 1.494 acre tract as follows:

N 89°54'45" W, (Deed - West) at approximately 33.40 feet pass a 1/2" steel rod found for the northeast corner of a tract of land called the IOOF Lodge Tract and as recorded in Volume 469, Page 135, DRECT, continuing along the north line of the IOOF Lodge Tract, in all, 148.88 feet to a 1/2" steel rod found for the northwest corner of the IOOF Lodge Tract and being the upper Northeast corner of a called 0.2556 acre tract of land described in Volume 989, Page 416, DRECT; and N 88°42'47" W, along the north line of the said 0.2556 acre tract at 47.88 feet pass the northwest corner of the said 0.2556 acre tract and the northeast corner of a called 0.796 acre tract (by calculation) of land as described in Volume 622, Page 617, DRECT, continuing along the north line of the 0.796 acre tract, in all, 61.22 feet to a 1/2" steel rod set for the southwest corner of this tract and being the southeast corner of a 0.482 acre (by calculation) tract of land conveyed out of the said 1.494 acre tract and as recorded in Volume 1343, Page 42, Official Public Records, Ellis County, Texas (OPRECT);

THENCE N 00°52'31" W, 211.01 feet (Deed - 210 feet) through the said 1.494 acre tract and along the west line of this tract and along the east line of the said 0.482 acre tract to a railroad spike set in Main Street for the northwest corner of this tract and being the northeast corner of the said 0.482 acre tract;

THENCE S 89°17'20" E, 210.12 feet (Deed - East, 210 feet) along the north line of this tract and same for the said 1.492 acre tract and along Main Street and leaving the pavement at a turn in the said street to a 1/2" steel rod set for the northeast corner of this and same for the said 1.494 acre tract;

THENCE S 00°52'31" E, 210.00 feet (Deed - South, same distance) along the east line of this tract and same for the said 1.494 acre tract and along the edge of the pavement of Main Street to the POINT OF BEGINNING and containing approximately 1.017.

Case No. \_\_\_\_\_

The Applicant/Owner, Pamilee Kovel / Thomas<sup>Waits</sup> of ELLIS County, requests that the Ovilla Planning & Zoning Commission grant the following SPECIFIC USE to Chapter \_\_\_\_\_, Section \_\_\_\_\_, Paragraph \_\_\_\_\_ of the Ovilla City Code. Please state in detail what type of SPECIFIC USE you are seeking, attach additional sheets if necessary.

We are asking for a Special Use permit for 713 W. Main Street, Ovilla. Restaurant and Health Club/recreational facility, is permitted on a indoor basis. We would like a ~~Special Use~~ **VARIANCE** - gw ~~Permit~~ for outdoor activities for various fitness groups.

Has a previous appeal been filed on this property?

YES / NO

If YES, when was the previous appeal filed? \_\_\_\_\_



Mayor Richard Dormier \* Mayor Pro-Tem David Griffin  
Council Members - Rachel Huber \* Dean Oberg \* Doug Hunt \* Michael Myers



### CONDITIONS NECESSARY FOR GRANTING A SPECIFIC USE PERMIT

Please state in detail how the conditions necessary for the granting of a **SPECIFIC USE** have been met in this case. Attach additional sheets if necessary or place N/A if not applicable to your request.

**CONDITION 1:** The proposed use complies with all of the requirements of the zoning district in which the property is located.

713 W. Main complies with all  
requirements and zoning.

**CONDITION 2:** The benefits that the city gains from the proposed use outweigh the loss of or damage to any homes, businesses, natural resources, agricultural lands, historical or cultural landmarks or sites, wildlife habitats, parks or natural, scenic or historical features of significance, and outweigh the personal and economic cost of any disruption to the lives, businesses and property of individuals affected by the proposed use.

No loss or damage. Improvements only on  
property and growth for the City

**CONDITION 3:** Adequate utilities, road access, drainage and other necessary supporting facilities have been or shall be provided.

Utilities, parking and drainage are all  
staying the same or completed.

**CONDITION 4:** The design, location and arrangement of all public and private streets, driveways, parking spaces, entrances and exits shall provide for a safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments.

No changes that will affect general  
public or adjacent developments.

Case No. \_\_\_\_\_

**CONDITION 5:** The issuance of the *Specific Use Permit* does not impede the normal and orderly development and improvement of neighboring vacant property.

713 West Main does not impede on any  
other private properties

**CONDITION 6:** The location, nature and height of buildings, structures, walls and fences are not out of scale with the neighborhood.

Building size or height of roof has not  
changed only enhanced appearance w/ windows & doors

**CONDITION 7:** The proposed use will be compatible with and not injurious to the use and enjoyment of neighboring property, not significantly diminish or impair property values within the vicinity.

713 W. Main will increase values of  
surrounding properties.

**CONDITION 8:** Adequate nuisance prevention measures have been or shall be taken to prevent or control offensive odors, fumes, dust, noise, vibration and visual blight.

There will be no odors, fumes, dust,  
vibration or visual blight.

**CONDITION 9:** Sufficient on-site lighting is provided for adequate safety of patrons, employees and property, and such lighting is adequately shielded or directed so as not to disturb or adversely affect neighboring properties.

No exterior lighting to affect  
neighboring properties

**CONDITION 10:** There is sufficient landscaping and screening to ensure harmony and compatibility with adjacent properties.

Landscaping is in place with natural  
trees and grass.

Mayor Richard Domler \* Mayor Pro-Tem David Griffin  
Council Members - Rachel Huber \* Dean Oberg \* Doug Hunt \* Michael Myers

20 JUNE

May 8, 2020

Dear City Council:

I am asking for a Variance for 713 West Main Street, Ovilla Texas 75154.  
Pickard's Garage (Suite 5).

We fall under "Restaurants and Health Club/Recreational Facility  
which is permitted with a SUP in the CR District. Unfortunately, it only  
list "indoor" and we would like the fitness groups to be "Outdoor".

Please help grant us this Variance ASAP, we have a business with a  
great following we would like to bring to our city.

Thank you kindly,

Pamilee Koval

## **Pam Woodall**

---

**From:** james wade  
**Sent:** Monday, June 22, 2020 4:01 PM  
**To:** Cathy Gaeta; richard dormier; Pam Woodall  
**Subject:** PZ20.04

response to proposed "specific use permit" PZ20.04, the answer is not in favor.

although i welcome all new businesses to ovilla, this particular property is already woefully short on parking given that two businesses already operate there. city property is already in use as "overflow" parking for the current businesses. ms koval's patrons also use my property after my store closes as "overflow" parking, as does the wine bar as well

so until the city decides to build ms koval a new parking lot, (the empty lot across from the fire station) my answer is no.

since i will not be able to attend the tele-meeting of either the P&Z or the following city council meeting on this topic, please enter this statement into the official record for both meetings please

james wade  
711 w main st  
ovilla

ps if you need a signed hard copy of this statement, let me know

*"what me worry?" Alfred E Neuman*



## City of OVILLA Planning & Zoning Commission Recommendation

**DISCUSSION/ACTION** – Case PZ20.04 – Consideration of a Specific Use Permit, to open and operate Legacy Nutrition, a health smoothie and natural tea shop, located at 713 W. Main Street, Ovilla, TX 75154, to include a request for a variance for outdoor fitness, filed by Pamilee Koval, on behalf of and authorized by Thomas Waits, owner of said property and forward recommendation to the Ovilla City Council.

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

PL 1 Jungman \_\_\_\_\_  
PL2 Vacant \_\_\_\_\_  
PL3 Lynch \_\_\_\_\_  
PL4 Whittaker \_\_\_\_\_

PL5 Alexander \_\_\_\_\_  
PL6 Hart \_\_\_\_\_  
PL7 Zimmermann \_\_\_\_\_

\_\_\_ **FOR**

\_\_\_ **AGAINST**

\_\_\_ **ABSTAIN**

\*\*\*\*\*

\_\_\_\_\_  
**Presiding Officer of P&Z**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Board Secretary**

\_\_\_\_\_  
**Date**

Outdoor Commercial Amusement	1 / 500 sq. ft. of site area exclusive of building	None
Indoor Retail Store or Shop	1 / 250 sq. ft. of floor area up to 5000 sq. ft., then 1 / 200 sq. ft.	None
Outdoor Retail Sales	1 / 500 sq. ft. of site area, exclusive of building	None
Eating or Drinking Establishment		
(no drive-through service)	1 / 2.5 seats	None
Eating or Drinking Establishment (with drive-through service and all others)	1 / 150 sq. ft.	None





# Ovilla City Council

## AGENDA ITEM REPORT Item 1

Meeting Date: July 13, 2020

Department: Administration / Finance

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Cathy Gaeta, Deputy CS

Reviewed By: ☒ City Manager

☒ City Secretary

☐ City Attorney

☒ Accountant

☒ Other: M. Dooly

### Attachments:

1. Recommendation

### Agenda Item / Topic:

**ITEM 1. DISCUSSION/ACTION** – Receive recommendation from the Planning & Zoning Commission to consider and act on a Specific Use Permit Application, PZ20.04, filed by Pamilee Koval on behalf of Thomas Waits owner of Property, to open and operate a health smoothie and natural tea shop, located at 713 W. Main Street, Ovilla, TX, 75154 to include a request for a variance for outdoor fitness.

### Discussion / Justification:

APPLICANT NAME: FILED BY PAMILEE KOVAL, ON BEHALF OF THOMAS WAITS  
LOCATION: 713 W. Main Street  
UTILITIES: City Sewer & City Water  
ZONING: CR Restricted Commercial  
PROPOSED LAND USE: Indoor Health/Nutrition Shop and Outdoor Fitness  
MAJOR THOROUGHFARE: Cockrell Hill Road

The request is pretty much covered in Ovilla's zoning Code – both Restaurants and Health Club/Recreational Facility are permitted with a SUP in the CR district. The only concern is the Health Club/Recreational Facility pertains to an "indoor" facility. Council could issue a variance for the outdoor fitness and direct staff to return with an amendment to the Code with a new definition.

Additionally, Council approved a residential and commercial market adjustment (per contract) submitted by CWD on November 19, 2019 at an approximate \$6,150 increase. The current budget allocation was sufficient to absorb this increase.

#### Financial Update

The General Fund Financial Statements thru June shows revenue at 61.42% of budget and expenses at 50.70% of budget. The normal average of revenue and expenses thru June would be at 75%. The City fines & forfeiture revenue is at 23.4% of the budget thru June due to the effects from Covid 19.

### Recommendation / Staff Comments:

Staff recommends approval.

### Sample Motion(s):

I move to approve the request on a Specific Use Permit Application filed by Pamilee Koval on behalf of Thomas Waits owner of property, to open and operate a health smoothie and natural tea shop, located at 713 W. Main Street, Ovilla, TX, 75154 to include a request for a variance for outdoor fitness.



## City of OVILLA Planning & Zoning Commission Recommendation

**DISCUSSION/ACTION** – Case PZ20.04 – Consideration of a Specific Use Permit, to open and operate Legacy Nutrition, a health smoothie and natural tea shop, located at 713 W. Main Street, Ovilla, TX 75154, to include a request for a variance for outdoor fitness, filed by Pamilee Koval, on behalf of and authorized by Thomas Waits, owner of said property and forward recommendation to the Ovilla City Council.

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

PL 1 Jungman AYE  
PL2 Vacant  
PL3 Lynch AYE  
PL4 Whittaker AYE

PL5 Alexander ABSENT  
PL6 Hart AYE  
PL7 Zimmermann AYE

5 FOR

0 AGAINST

0 ABSTAIN

\*\*\*\*\*

Carol Lynch  
**Presiding Officer of P&Z**

July 06, 2020  
**Date**

Cathy Gaeta  
**Board Secretary**

July 06, 2020  
**Date**





# Ovilla City Council

## AGENDA ITEM REPORT

### Item 2

Meeting Date: July 13, 2020

Department: Administration / Finance / Street

☒ Discussion ☒ Action

Budgeted Expense: ☒ YES ☐ NO ☐ N/A

Submitted By: G. Miller, City Secretary

Reviewed By: ☒ City Manager

☒ City Secretary

☐ City Attorney

☒ Accountant

☒ Other: Staff

#### Justification

1. None

#### Agenda Item / Topic:

ITEM 2. **DISCUSSION/ACTION** – Consideration of and action to approve an Athletic Field and Facilities Use Agreement for the rental/ reservations of the ballfields located at 105 S. Cockrell Hill Road, Ovilla, TX, 75154, behind the City Municipal building.

#### Discussion / Justification:

The Ovilla Baseball Association has taken on a role of almost complete responsibility at the ballfields and done a great job with limited funds and equipment. It would benefit both the City and the Association to remove some burden from the Association and create a partnership in these responsibilities.

There has been considerable discussion that the City and Park Board should hold some responsibility for the ballfield reservations, usage and maintenance of the fields. Staff recommends some type agreement for reservations for the ballfields use. The Park Board Advisory Committee discussed this item during their July 06 regular meeting and are in agreement.

Staff asks Council's guidance regarding whether or not to charge fees for ballfield reservations or maybe a refundable deposit. If fees are directed, staff will bring an ordinance for consideration to the next meeting to amend the Code's fee schedule.

The proposed agreement was provided to staff by legal counsel.

#### Recommendation / Staff Comments:

N/A

#### Sample Motion(s):

I move to approve an Athletic Field and Facilities Use Agreement for the rental/reservations of the ballfields located at 105 S. Cockrell Hill Road, Ovilla, TX 75154, behind the City Municipal building as presented.

# CITY OF OVILLA

## ATHLETIC FIELD AND FACILITIES USE AGREEMENT

TODAY'S DATE: \_\_\_\_\_

FIELD REQUESTED: \_\_\_\_\_

DATE(S) OF RENTAL: \_\_\_\_\_

EVENT START TIME: \_\_\_\_\_

PURPOSE/ACTIVITY: \_\_\_\_\_

NO. OF PARTICIPANTS: \_\_\_\_\_

EVENT END TIME: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

DAYTIME PHONE: \_\_\_\_\_

RESPONSIBLE PERSON: \_\_\_\_\_

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

INSURANCE CARRIER: \_\_\_\_\_

POLICY NUMBER: \_\_\_\_\_

RENTAL/RESERVATION FEE: \$\_\_\_\_\_ per \_\_\_\_\_

In consideration of the City of Ovilla allowing the rental and use of its sports field and related facilities, the Organization and Responsible Person listed above hereby agree, jointly and severally to the terms of this Agreement and Liability Waiver as set forth herein:

1. RENTAL FEES: The City is responsible ONLY for providing the field and facilities agreed upon in advance and listed above. Any field required field preparation and related costs will be the responsibility of the Organization and Responsible Person and shall require the pre-approval of the City of Ovilla.

2. RESERVATIONS: Reservations are taken on a first-PAID, first-served basis. Reservations must be made and paid for at least fourteen (14) days prior to the rental date. Reservations are not confirmed until paid in full. The Responsible Person must be at least eighteen (18) years of age and shall show proof of age if required by the City of Ovilla.

### 3. RENTAL AND USE REQUIREMENTS

- (a) The Organization and Responsible Person are responsible for all trash and litter in the complex. All trash and litter must be picked up during the rental and deposited in onsite trash receptacle at conclusion of rental.
- (b) The Organizations and Responsible Person are responsible for any excessive wear or damage to the facility.
- (c) Glass containers are strictly prohibited.
- (d) The athletic field and facilities are no-smoking and no-tobacco use property.
- (e) No open flames (including candles) are permitted.
- (f) No fund-raising events are allowed unless co-sponsored by the City of Ovilla.

4. INSURANCE: The Organization must provide proof of insurance coverage in the type, form and amount as may be required by the City of Ovilla.

5. WAIVER OF LIABILITY AND INDEMNIFICATION: The Organization and Responsible Person understand and agree that use of the athletic field and facilities include risks of personal injuries, death, and/or property damage, including loss of use, arising from accidents, adverse weather events, and communicable diseases, including but not limited to COVID-19. IN CONSIDERATION OF THE CITY OF OVILLA ALLOWING THE RENTAL AND USE OF THE ATHLETIC FIELD AND FACILITIES, THE ORGANIZATION AND RESPONSIBLE PERSON, JOINTLY AND SEVERALLY, FOR THEMSELVES AND THEIR, HEIRS, EXECUTORS, SUCCESSORS AND ASSIGNS WAIVE, HEREBY RELEASE AND FOREVER DISCHARGE THE CITY OF OVILLA AND ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FROM AND

AGAINST ANY AND ALL RIGHTS AND CLAIMS FOR ANY LOSS, DAMAGE, ILLNESS, OR INJURIES AND/OR DEATHS TO PERSON OR PROPERTY SUSTAINED AS A RESULT OF OR RELATING TO THE RENTAL AND USE OF THE ATHLETIC FIELD AND FACILITIES, **WHETHER OR NOT SUCH LOSS, DAMAGE, ILLNESS, OR INJURY OR DEATH RESULTS FROM THE NEGLIGENCE OF THE CITY OF OVILLIA OR ITS OFFICIAL, OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES OR FROM SOME OTHER CAUSE.**

5. CANCELLATIONS: Cancellations within seven (7) days of the rental date are non-refundable.

6. INCLEMENT WEATHER: Rain checks of refunds will be available in the event of inclement weather. During times of inclement weather, all play/use of the athletic field and facilities must cease and be cancelled immediately.

7. FORFEITURE OF FEES AND FUTURE RENTAL/USE: Violation of any term of this Agreement or any of the following occurrences will result in a forfeiture of any rental fee refund, if applicable, and banishment from future rental and use of the City of Ovilla's athletic fields and facilities:

- (a) Leaving any building unsecured (unlocked) at the end of an event.
- (b) Tobacco use of any kind on City property.
- (c) Disturbance of the peace.
- (d) Damage to any athletic field or facility, including but not limited to damage caused by the attachment of banners, posters, streamers, signs, etc.
- (e) Failure to remove trash and leave the field and facilities in clean condition.
- (f) Required summoning of law enforcement due to activities of the participant or spectators.
- (g) Undue damage to fields or facilities.

8. MANDATORY END TIME: Unless otherwise approved by the City of Ovilla, all events must cease by **11:00 p.m.**

**READ, UNDERSTOOD and AGREED** as of the date first listed above.

Organization: \_\_\_\_\_  
*Printed Name*

Responsible Person: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*







# Ovilla City Council

## AGENDA ITEM REPORT

### Item 3

Meeting Date: July 13, 2020

Department: Administration / Finance

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Reviewed By: ☒ City Manager

☒ City Secretary

☐ City Attorney

☒ Accountant

☒ Other: Staff

#### Attachments:

1. Financial review report

#### Agenda Item / Topic:

**ITEM 3. DISCUSSION/ACTION** – Consider waiving the City's mid-year budget review due to recent personnel changes and backlog of necessary reviews and reconciliations of financial records.

#### Discussion / Justification:

Staff is presenting a mid-year finance review report through June 2020. To date, 5 budget adjustments are approved, with three previously approved ordinances. Normally, mid-year review occurs in May. The current amendment shares adjustments to both revenues and expenditures based on 9 months of the year. Major expenditure allocations previously approved by Council are:

#### Background/History of adjustments FY2019-2020:

Budget Amendments 1-3 were approved by Council with ordinances and dates listed as they occurred.

#1 - Main Street Sewer Project \$130,000 (ORD 2019-24) 11-19-2019

#2 - Re-classification of 1 pw position to Street Superintendent \$19,593 (ORD 2020-01) 01.13.2020

#3 - Fire/Police radio upgrades \$5,320 (ORD 2020-02) 01.13.2020

#### Current adjustments for motion in Item 4:

Normally, mid-year occurs in May. The current amendment proposes adjustments to both revenues and expenditures based on 9 months of the year. Major expenditure allocations previously approved by Council are:

Budget Amendment #4 - Upgrade one warning siren \$8,254

Budget Amendment #5 - Salary adjustments \$49,933

With the delay in audit, staff is requesting Council permit this action be waived this year.

Excerpt from the Code: Article 1.05, Division 2

#### Sec. 1.05.038 Mid-year review and amendment

Each year the budget officer or his designee shall present to the city council a mid-year budget review and amendment to be considered and approved before May 31. Such review and amendment will include information on the status of all funds and line items at the fiscal year's midway point and will include any recommended amendments to the annual budget. The amended budget will be filed with the city secretary's office and with the county clerk's office.

Additionally, Council approved a residential and commercial market adjustment (per contract) submitted by CWD on November 19, 2019 at an approximate \$6,150 increase. The current budget allocation was sufficient to absorb this increase.

**Financial Update**

The General Fund Financial Statements thru June shows revenue at 61.42% of budget and expenses at 50.70% of budget. The normal average of revenue and expenses thru June would be at 75%. The City fines & forfeiture revenue is at 23.4% of the budget thru June due to the effects from Covid 19.

**Recommendation / Staff Comments:**

Staff recommends approval.

**Sample Motion(s):**

I move to approve the financial review presented, waiving the City's mid-year budget review due to recent personnel changes and backlog of necessary reviews and reconciliations of financial records.

Financial Statement Summary by Fund thru June 30, 2020							
Fund	Fund Name	Revenue	Annual Budget	% to Budget	Expense	% to Budget	Net Change
100	General Fund	3,044,461.68	4,957,059.00	61.42%	2,513,351.04	50.70%	531,110.64
110	Lease	0.00	1,200.00	0.00%	0.00	0.00%	0.00
120	Street Improvement	36,493.26	54,420.00	67.06%	0.00	0.00%	36,493.26
130	Court Technology	1,294.42	4,900.00	26.42%	0.00	0.00%	1,294.42
140	Court Security	1,097.91	3,600.00	30.50%	915.90	25.44%	182.01
150	Equip. Replacement	0.00	30,000.00	0.00%	0.00	0.00%	0.00
200	Water & Sewer	1,229,681.31	1,717,392.00	71.60%	927,175.81	53.99%	302,505.50
250	Water & Wastewater Infrastrcture	49,855.90	69,538.00	71.70%	(3.80)	-0.01%	49,859.70
300	Capital Projects	0.01	270.00	0.00%	0.00	0.00%	0.01
400	Debt Service	450,359.70	578,000.00	77.92%	19,901.44	3.44%	430,458.26
500	Municipal Development District	46,337.47	301,100.00	15.39%	70.00	0.02%	46,267.47
600	4B Economic Development District	74,805.00	382,500.00	19.56%	7,611.25	1.99%	67,193.75
700	Park Impact Fund	4,683.30	47,118.00	9.94%	0.00	0.00%	4,683.30
800	Water & Sewer Utility Impact Fee	40,948.28	54,756.00	74.78%	(4,563.00)	-8.33%	45,511.28
900	Employee Benefit Trust	80,024.97	0.00	0.00%	14,304.92	0.00%	65,720.05
							1,581,279.65

1,581,279.65

Financial Statement Summary by Fund thru June 30, 2020							
Fund	Fund Name	Revenue	Annual Budget	% to Budget	Expense	% to Budget	Net Change
100	General Fund	3,044,461.68	4,957,059.00	61.42%	2,513,351.04	50.70%	531,110.64
110	Lease	0.00	1,200.00	0.00%	0.00	0.00%	0.00
120	Street Improvement	36,493.26	54,420.00	67.06%	0.00	0.00%	36,493.26
130	Court Technology	1,294.42	4,900.00	26.42%	0.00	0.00%	1,294.42
140	Court Security	1,097.91	3,600.00	30.50%	915.90	25.44%	182.01
150	Equip. Replacement	0.00	30,000.00	0.00%	0.00	0.00%	0.00
200	Water & Sewer	1,229,681.31	1,717,392.00	71.60%	927,175.81	53.99%	302,505.50
250	Water & Wastewater Infrastrcture	49,855.90	69,538.00	71.70%	(3.80)	-0.01%	49,859.70
300	Capital Projects	0.01	270.00	0.00%	0.00	0.00%	0.01
400	Debt Service	450,359.70	578,000.00	77.92%	19,901.44	3.44%	430,458.26
500	Municipal Development District	46,337.47	301,100.00	15.39%	70.00	0.02%	46,267.47
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700	Park Impact Fund	4,683.30	47,118.00	9.94%	0.00	0.00%	4,683.30
800	Water & Sewer Utility Impact Fee	40,948.28	54,756.00	74.78%	(4,563.00)	-8.33%	45,511.28
900	Employee Benefit Trust	80,024.97	0.00	0.00%	14,304.92	0.00%	65,720.05
							1,581,279.65

[illegible]





# Ovilla City Council

## AGENDA ITEM REPORT

### Item 4

Meeting Date: July 13, 2020

Department: Administration / Finance

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☒ NO ☐ N/A

Submitted By: Staff

Reviewed By: ☒ City Manager

☒ City Secretary

☐ City Attorney

☒ Accountant

☒ Other: Staff

#### Attachments:

1. Ordinance 2020-07
2. Exhibits A and B, Budget Revisions

#### Agenda Item / Topic:

ITEM 4. **DISCUSSION/ACTION** – Consideration of and action on ORDINANCE 2020-07 of the City of Ovilla, TX, amending the Fiscal Year 2019-2020 Annual Budget and Program of Services.

#### Discussion / Justification:

Local Government Code, Section 102.010 allows the municipality to amend the budget if necessary.

During the December 09, 2019 Council meeting, the governing body approved the upgrade for the siren at Ovilla and Main. Budget Amendment #4

During the special meeting of June 18, staff received approval from Council to increase salaries for public safety employees. Budget Amendment #5

#### Current adjustments:

Budget Amendment #4 - Upgrade one warning siren \$8,254

Budget Amendment #5 - Salary adjustments \$49,933

Staff was directed to return with an ordinance for the budget amendments.

#### Recommendation / Staff Comments:

Staff recommends approval.

#### Sample Motion(s):

I move to approve Ordinance 2020-07, amending the Fiscal Year 2019-2020 Annual Budget and Program of Services.



**CITY OF OVILLA, TEXAS**  
**ORDINANCE NO. 2020-07**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, AMENDING ORDINANCE NO. 2019-18 PROVIDING FOR BUDGET AMENDMENT NUMBER 4 AND 5 IN ORDER TO AMEND THE 2019-2020 FISCAL YEAR BUDGET; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A SAVINGS CLAUSE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Manager filed the proposed budget in the office of the City Secretary on or before August 09, 2019, and the proposed budget was made available for public inspection by the taxpayers in accordance with Title Four (4), Chapter 102, Section 102.005 of the Local Government Code and Article 1.05 of the Ovilla City Code of Ordinances;

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

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

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

**WHEREAS**, on July 13, 2020 with the approval of Ordinance 2020-07, the City Council of the City of Ovilla amended Ordinance 2019-18, thereby amending the 2019-2020 Annual Budget of the City;

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

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

**CITY OF OVILLA, TEXAS**  
**ORDINANCE NO. 2020-07**

**SECTION 1.**  
**INCORPORATION OF PREMISES**

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

**SECTION 2.**  
**AMENDMENT OF 2019-2020 FISCAL YEAR BUDGET**

Ordinance No. 2019-18 is hereby amended with Budget Amendment Numbers Four (4) and Five (5) to the 2019-2020 Fiscal Year Budget to include additional revenues, expenditures and other changes outlined in Exhibits A and B that are attached to and considered part of this ordinance.

**SECTION 3.**  
**CUMULATIVE REPEALER**

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

**SECTION 4.**  
**SEVERABILITY**

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

**SECTION 5.**  
**SAVINGS CLAUSE**

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

**SECTION 6.**  
**ENGROSSMENT AND ENROLLMENT**

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

**CITY OF OVILLA, TEXAS**  
**ORDINANCE NO. 2020-07**

**SECTION 7.**  
**PUBLICATION CLAUSE**

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

**SECTION 8.**  
**EFFECTIVE DATE**

The necessity for making and approving a budget for the fiscal year, as required by the laws of the State of Texas, requires that this ordinance shall take effect immediately from and after its passage, as the law in such case provides.

**PASSED AND APPROVED** by the City Council of the City of Ovilla, Texas this the 13<sup>th</sup> day of July 2020.

\_\_\_\_\_  
Richard Dormier, Mayor  
City of Ovilla, Texas

ATTEST:

\_\_\_\_\_  
Glennell Miller, City Secretary  
City of Ovilla, Texas

**City of Ovilla**  
**Budget Amendment Number Four (4) for the 2020 Fiscal Year**  
 13-Jul-20

**General Fund**

<u>Items</u>	<u>Fund or Account</u>	<u>2020 Budget</u>	<u>2020 Amendment</u>	<u>Increase (Decrease)</u>
<b><u>Revenue</u></b>				
Warning Sirens	100-4000990    Reduction in Fund Balance	942,020	8,254	950,274
<b><u>Expenditures</u></b>				
Warning Siren	100-30-57445    Capital Warning Sirens	-	23,254	23,254.00
Warning Siren Maint.	100-30-52570    Warning Siren Maintenance	25,529	(15,000)	10,529.00
			<u>8,254</u>	

**City of Ovilla**  
**Budget Amendment Number Five (5) for the 2020 Fiscal Year**  
13-Jul-20

**General Fund**

<u>Items</u>		<u>Fund or Account</u>	<u>2020 Budget</u>	<u>2020 Amendment</u>	<u>Increase (Decrease)</u>
<b><u>Revenue</u></b>					
Salary Adjustments	100-4000990	Reduction in Fund Balance	950,274	49,933	1,000,207
<b><u>Expenditures</u></b>					
Police	100-20-51143	Command Staff	63,156	1,436	64,592.35
Police	100-20-51408	Sergeant	99,204	7,704	106,908.05
Police	100-20-51410	Police Patrol	272,850	10,340	283,190.47
Police	100-20-51151	T-Close Master 2	-	2,221	2,220.70
Fire	100-30-51440	Shift Personnel	164,935	(18,311)	146,624.00
Fire	100-30-51125	Fire Chief	42,789	19,018	61,806.60
Fire	100-30-51135	Deputy Fire Chief	26,526	14,885	41,410.80
Finance	100-10-51117	City Accountant	43,202	13,798	57,000.00
Finance	200-70-51117	City Accountant	14,401	4,599	19,000.00
Public Works	100-10-51130	Public Works Director	41,500	(6,500)	35,000.00
Public Works	200-70-51130	Public Works Director	41,500	(6,500)	35,000.00
Parks	100-60-51415	Maintenance Crew	31,200	7,243	38,443.20
				<u>49,933</u>	



# Ovilla City Council

## AGENDA ITEM REPORT

### Item 5

Meeting Date: July 13, 2020

Department: Administration / Finance /Street

☒ Discussion ☒ Action

Budgeted Expense: ☒ YES ☒ NO ☐ N/A

Submitted By: Staff

Reviewed By: ☒ City Manager

☒ City Secretary

☐ City Attorney

☒ Accountant

☒ Other: Staff

#### Justification

1. Ellis County Proposals (2)
2. Street budget and infrastructure

#### Agenda Item / Topic:

ITEM 5. **DISCUSSION/ACTION** – Consideration of and action on a proposal submitted by Ellis County Precinct 4 for the road rehabilitate/reclaim of Buckboard, Georgetown and Silver Spur, authorizing the Mayor to execute said document(s).

#### Discussion / Justification:

The City received two proposals from Ellis County for roadwork repairs to Buckboard, Georgetown and Silver Spur. Buckboard and Georgetown were funded this year for the north half of both streets. Ellis County has given additional options to include rehab/reclaim of these two streets in their entirety. PW advises that rehab of all of Buckboard and Georgetown would be more beneficial as the entire streets needed the roadwork.

Additionally, Mr. Butler (Ellis County Commissioner Precinct #4) advised that including Silver Spur in this rehab would be a much smoother transition.

1. Quote 1# -Funds in Infrastructure and street repairs are sufficient to cover the additional cost if Council so desires. Cost to rehab complete roads: Georgetown, Buckboard and include Silver Spur: \$233,885
2. Quote #2 - Road rehabilitation/reclaim was budgeted for one half of the roads of Buckboard and Georgetown, from the north end. Cost to rehab half roads (as budgeted) and include Silver Spur: \$147,273

The City approved budget and CIP designated repairs for only half of each road. (minus Silver Spur).

3. If the City approves exactly what is on the CIP and itemized in the budget, half of both streets being Buckboard and Georgetown would be reclaimed. That cost would be: \$108,286.

#### Recommendation / Staff Comments:

Staff recommends approval of Ellis County Quote (option) 1.

#### Sample Motion(s):

I move to approve Quote #2 for the rehabilitation/reclaim of half the roads of Buckboard, Georgetown and all of Silver Spur in the amount of \$147,273, as presented in the proposal issued by Ellis County Precinct 4.

Or –

I move to approve Quote #1 for the rehabilitation/reclaim of Buckboard, Georgetown and Silver Spur in their entireties in the amount of \$233,885 as presented in the proposal issued by Ellis County Precinct 4.

Or –

I move to approve the rehabilitation/reclaim of the north half of Buckboard and north half of Georgetown for an amount of 108,286 as presented in the proposal issued by Ellis County Precinct 4.



**ELLIS COUNTY PRECINCT 4  
1011 EASTGATE  
MIDLOTHIAN, TX. 76065**

**OFFICE: 972-825-5305**

**Date:** June 22, 2020

**Customer:** City of Ovilla  
105 S. Cockrell Hill Road  
Ovilla, TX. 75154  
972-617-7262

**RE:** ALL of George Town, Buck Board and Silver Spur

**County Process:** Rehabilitate/reclaim make ready using Cement Slurry Stabilization and prime road surface for contractor to put a 2.5" lay/compact 2" asphalt laydown

**Texas Bit Process:** Lay type D hot mix at 2.5" compact 2" asphalt laydown

**George Town** – 20' x 4.5ten Total 5279 SY

County Price - \$24,811.00

Texas Bit Price \$72,638.00

**Buck Board** – 20'x 4.5ten Total 5279 SY

County Price - \$24,811.00

Texas Bit Price - \$72,638.00

**Silver Spur** – 18'x 2ten Total 2112 SY

County Price - \$9,923.00

Texas Bit price - \$29,061.00

**Pricing may very slightly plus or minus on the dollar due to Pct4. road measurements for Texas Bit Ellis County Pct4. awarded contractor.** Once job is completed and approved Texas Bit will invoice the City of Ovilla directly for payment.

Contractor's price could vary to the County/City measurements of the roadway. The Contractor that is chosen will need to verify measurements before beginning. CITY will deal directly with the contractor and the COUNTY will help schedule time when our job is complete. You will also pay Contractor separately from the County.

---

Please return with signature of approval

City of Ovilla

---

By:

**ELLIS COUNTY PRECINCT 4  
1011 EASTGATE  
MIDLOTHIAN, TX. 76065**

**OFFICE: 972-825-5305**

**Date:** June 22, 2020

**Customer:** City of Ovilla  
105 S. Cockrell Hill Road  
Ovilla, TX. 75154  
972-617-7262

**RE:** George Town, Buck Board and Silver Spur

**County Process** – Rehabilitate - reclaim make ready using Cement Slurry stabilization and prime road surface for contractors to put a 2.5" lay/compact 2" asphalt laydown.

**Texas Bit Process** – Lay type D hot mix at 2.5" / compact 2" asphalt laydown.

**George Town** – 20' x .2.5ten Total 2933 SY

County Price - \$13,785.00  
Texas Bit Price - \$40,358.00

**Buck Board** – 20'x 2.5ten Total 2933 SY

County Price - \$13,785.00  
Texas Bit Price - \$40,358.00

**Silver Spur** – 18' x .2ten Total 2112 SY

County Price - \$9,926.00  
Texas Bit Price - \$29,061.00

**Pricing may vary slightly plus or minus on the dollar due to Pct4. road measurements for Texas Bit Ellis County Pct4. awarded contractor. Once job is completed and approved Texas Bit will invoice the City of Ovilla directly for payment.**

Contractor's price could vary to the County/City measurements of the roadway. The Contractor that is chosen will need to verify measurements before beginning. CITY will deal directly with the contractor and the COUNTY will help schedule time when our job is complete. You will also pay Contractor separately from the County.

---

Please return with signature of approval

City of Ovilla

---

By:

## Currently Budgeted for Streets

Fund	Account #	Account Description	Amount	Amount	Balance Left
			Budgeted	Spent	
120	120-55-57460	Infrastructure	46,000.00	0.00	46,000.00
100	100-50-55560	Street Repairs	50,000.00	6,592.26	43,407.74
100	100-50-57460	Infrastructure	410,000.00	0.00	410,000.00
			<u>506,000.00</u>	<u>6,592.26</u>	<u>499,407.74</u>
		Less Johnson Lane ( Now for Public Works & Police)			<u>(226,000.00)</u>
		Balance Remaining			273,407.74
		Buckboard North 1/2			(54,143.00)
		Georgetown 1/2			(54,143.00)
		Silver Spur			<u>(38,987.00)</u>
		Balance Remaining			165,121.74
		To Complete Buckboard			(43,306.00)
		To Complete Georgetown			<u>(43,306.00)</u>
		Balance Remaining			78,509.74



# Ovilla City Council

## AGENDA ITEM REPORT

### Item 6

Meeting Date: July 13, 2020

☒ Discussion ☒ Action

Submitted By: Staff

Reviewed By: ☒ City Manager

☒ City Secretary

☐ City Attorney

☒ Accountant

☒ Other: Staff

Department: Administration / Finance / Street

Budgeted Expense: ☒ YES ☒ NO ☐ N/A

#### Justification

1. Bid tabulation
2. Eikon Consulting Group recommendation
3. Resolution R2020-12

#### Agenda Item / Topic:

ITEM 6. **DISCUSSION/ACTION** – Consideration of and action on Resolution R2020-12 to award J & K Excavation, LLC for the Water Street Bridge Improvements Project, authorizing the Mayor to execute said document(s).

#### Discussion / Justification:

Sealed Bid documents were received and opened June 22, 2020 at the Ovilla City Council Chamber Room, for the Water Street Bridge Improvements project. All procurement requirements were followed. The City's engineering firm, Eikon, managed the project and bid tabulation, providing their recommendation to award to J & K Excavation, LLC (the low bid) in the amount of \$314,941.35.

The engineer's probable cost for the project: \$302,445. This amount is budgeted.

#### Recommendation / Staff Comments:

Staff recommends approval resolution R2020-12 awarding J&K Excavation, LLC.

#### Sample Motion(s):

I move to approve Resolution R2020-12 to award J & K Excavation, LLC for the Water Street Bridge Improvements Project, authorizing the Mayor to execute said document(s).



**BID TABULATION**  
**WATER STREET BRIDGE IMPROVEMENTS BID OPENING**  
June 22, 2020, 2:00 pm

Company Name	Base Bid Amount	Alternate Bid Amount	TOTAL ( Base + Alt Bid)
J & K Excavation, LLC	\$314,941.35	No Bid	\$314,941.35
A & B Construction LLC	\$377,398.00	\$74,665.00	\$452,063.00
TREG Erosion Control Specialists, LLC	\$440,000.00	\$18,035.00	\$458,075.00
Stoic Civil Construction, Inc.	\$459,529.00	No Bid	\$459,529.00
McMahon Contracting, L.P.	\$745,550.30	\$125,614.50	\$871,164.80





DESIGNING CONFIDENCE

June 25, 2020

Pam Woodall  
City Manager  
City of Ovilla  
105 S. Cockrell Hill Road  
Ovilla TX 75154

Subject: Bid Tabulation and Recommendation of Award for  
Water Street Bridge Improvements  
EIKON Project #18138.09

Dear Pam,

On Behalf of the City of Ovilla, we received five (5) bids on June 22, 2020 for the construction of the above referenced project. A bid tabulation was prepared and is attached for your reference. As indicated in the attached bid tabulation, J & K Excavation, LLC. was the lowest bidder with a base bid price of \$314,941.35. The engineer's estimate of \$306,657 was within 2.7% of the lowest bid price. The other bids received were:

Bid Rank	Bidder	Base Bid	Base Bid + Alternate
1	J & K Excavation, LLC	\$314,941.35	No Bid
2	A & B Construction LLC	\$377,398.00*	\$452,063.00*
3	TREG Erosion Control Specialists, LLC	\$440,000.00	\$458,075.00
4	Stoic Civil Construction, Inc.	\$459,529.00	No Bid
5	McMahon Contracting, L.P.	\$745,550.30	\$871,164.80

- Note that the second low bid received from A & B Construction LLC contained a \$250 math error and the totals were adjusted accordingly.

Bid documents submitted by J & K Excavation, LLC were thoroughly checked and are in order. EIKON contacted the enclosed references and received positive feedback regarding their project history, quality of work, and ongoing commitments. J & K Excavation, LLC. has completed projects of similar size for other municipalities in the region. Based on our evaluation, the lowest bidder appears to be qualified for this project.

Regarding the bid alternate for this project, the alternate consists of installation of a segmental concrete block retaining wall in lieu of the concrete and gabion retaining walls located along the creek banks. Two of the bidders did not bid the alternate. We did receive feedback that one of the contractors did not receive pricing information from the supplier prior to the bid date. Review of the bids indicates that this system to be generally more expensive than the base design.

**We therefore recommend that J & K Excavation, LLC. be awarded the contract in the amount of \$314,941.35.**

June 25, 2020

We appreciate the opportunity to work on this project and look forward to continuing work with you during the construction phase. Please let me know if you have any questions.

Sincerely,



**Robert M. Stengele, PE**  
Director of Civil Engineering  
**EiKON Consulting Group**  
P (940) 458.7503  
C (817) 403.9390  
[rstengele@eikoncg.com](mailto:rstengele@eikoncg.com)  
[www.eikoncg.com](http://www.eikoncg.com)



## RESOLUTION NO. R2020-12

\* \* \* \*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, AUTHORIZING THE MAYOR TO AWARD AND EXECUTE WATER STREET BRIDGE IMPROVEMENTS PROJECT BY AND BETWEEN THE CITY OF OVILLA AND J&K EXCAVATION, LLC.

*WHEREAS*, the City of Ovilla published for sealed bids in accordance with Chapter 252 of the Texas Local Government Code and received and publicly opened those bids on June 22, 2020 for the Water Street Bridge Improvements Project; and

*WHEREAS*, the City's professional engineering firm, Eikon, Inc LLP, has reviewed submitted bids and prepared a letter of recommendation to award a construction contract agreement in the amount of \$314,941.35; and

*WHEREAS*, this meeting is open to the public as required by law, and public notice of the time, place, and purpose of this meeting was given as required by the Texas Open Meetings Act, Chapter 551, Government Code.

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

**SECTION 1.** That the City Council authorizes the Mayor to execute construction contract documents with J&K Excavation, LLC for the Water Street Bridge Improvements project and;

**SECTION 2.** That this resolution shall take effect from and after its passage, and it is so resolved.

*Passed, Approved and Adopted* by the City Council of the City of Ovilla, Texas, this 13 day of July 2020.

APPROVED:

\_\_\_\_\_  
Richard Dormier, MAYOR

ATTEST:

\_\_\_\_\_  
Glennell Miller, CITY SECRETARY





# villa City Council

## AGENDA ITEM REPORT

### Item 7

Meeting Date: July 13, 2020

Department: Administration / Finance / Street

☒ Discussion ☒ Action

Budgeted Expense: ☒ YES ☐ NO ☐ N/A

Submitted By: G. Miller, City Secretary

Reviewed By: ☒ City Manager

☒ City Secretary

☐ City Attorney

☒ Accountant

☒ Other: Staff

Justification	
1. None	
Agenda Item / Topic:	
ITEM 7.	<i>DISCUSSION/ACTION</i> – Consider Heritage Day committee recommendations for the Heritage day event scheduled in September 2020.0
Discussion / Justification:	
The Heritage Day Committee met on July 09 and shared their recommendations.	
Due to the recent change in the Governor's Order regarding the COVID-19 pandemic and the need for social distancing for large outside group events, discussion and consideration are necessary to continue on following through with the Heritage Day Festivities for the year 2020.	
Staff is unsure whether we will be able to hold the annual festivities, due to the recent increase in numbers of citizens ill with the COVID-19 virus and the unnecessary exposure to this illness.	
Recommendation / Staff Comments:	
N/A	
Sample Motion(s):	
I move to approve ...	



# Ovilla City Council

## AGENDA ITEM REPORT

### Item 8

Meeting Date: July 13, 2020

Department: Administration / Finance /PW

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Reviewed By: ☒ City Manager

☒ City Secretary

☐ City Attorney

☒ Accountant

☒ Other: Staff

#### Justification

1. diagram

**ITEM 8. DISCUSSION/ACTION** – Consideration of and action on the location for the public works office facility.

#### Discussion / Justification:

During the June Council meeting, approval to purchase a modular facility and storage containers were made for staff to begin preparation for the move. Location of the office facility was still in question.

Staff is proposing to place the office facility adjacent to the police station with the storage containers behind the station (already delivered). Entrance to the building will be at Westlawn with an asphalt parking area for staff and the public, and a sidewalk to city hall. The Neighborhood Services Department will also office in this building.

The construction of the pole barn for heavy equipment will be at the Water Tower Storage facility on Water Street as previously approved.

#### Recommendation / Staff Comments:

Staff recommends approval.

#### Sample Motion(s):

I move to approve the location for the public works office facility to be adjacent to the police station.

WEST LAWN

233 FT

125 FT

Parking LOT

P.W.

ADA ADA

GATE

Per  
LS

SIDEWALK

SE

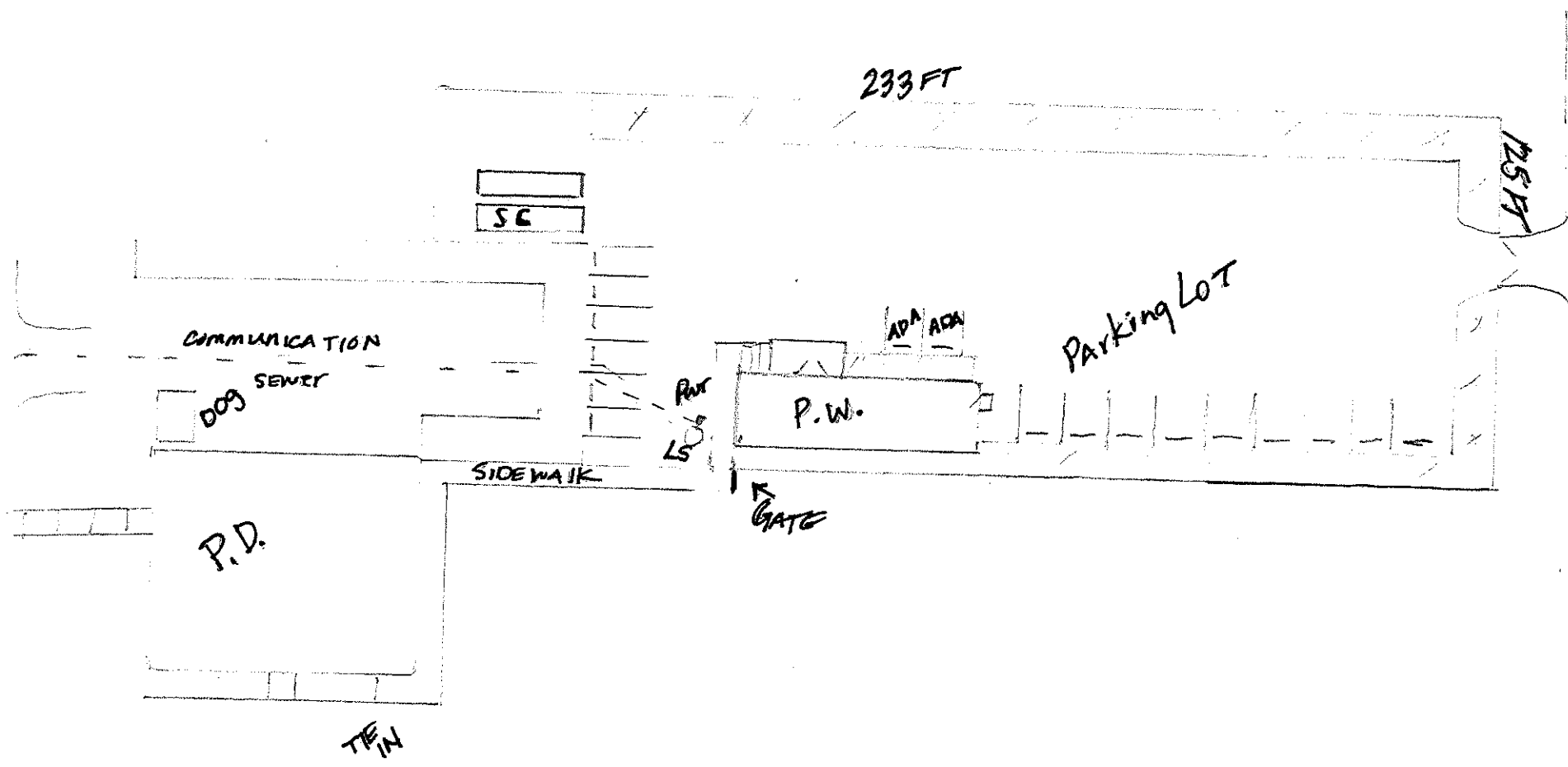
COMMUNICATION

SEWER

DOG

P.D.

TR IN



## **PUBLIC WORKS FACILITY**

BUILDING/ADA RAMP/COVERED DECK		106500.00	
POLE BARN		55065.00	
MINI LIFT		5300.00	
FENCE		10700.00	
POWER FOR BUILDING		9492.00	
POWER FOR POLE BARN		9300.00	
COMMUNICATION		<u>5000.00</u>	
SUB-TOTAL			201357.00
SEWER	PUBLIC WORKS WILL INSTALL		
SIDEWALK	PUBLIC WORKS WILL INSTALL		
WATER	PUBLIC WORKS WILL INSTALL		
	MATERIALS	<u>10000.00</u>	
	TOTAL		211357.00





# Ovilla City Council

## AGENDA ITEM REPORT

Item 9 – Item(s) pulled from consent agenda

Meeting Date: July 13, 2020

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted by: Staff

Amount: N/A

### Attachments:

1. None

### Agenda Item / Topic:

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

### Discussion / Justification:

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

### Recommendation / Staff Comments:

Staff recommends approval.

### Sample Motion(s):

I move to approve . . .

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

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

Subject: Police Department Monthly Activity Report

Calls For Service	June 2020	June 2020 YTD	June 2019	June 2019 YTD
Accident	11	31	7	42
Alarms	18	88	24	100
Arrest	5	23	9	38
Assault/Assualt FV	0	3	2	5
Assists	96	436	75	507
Building / House Security Check	788	4172	570	3927
Burglary	0	2	0	0
Burglary of Motor Vehicle	0	1	1	2
Criminal Mischief	2	4	0	3
Disturbance	15	75	15	65
Neighborhood Check	1355	6587	1084	7377
Other Calls for Service	81	480	104	568
Suspicious Person	4	25	4	42
Suspicious Vehicle	16	114	9	74
Theft	0	4	1	5
Traffic Assignment/School Enforcement	30	128	7	109
<b>TOTAL CALLS FOR SERVICE</b>	<b>2421</b>	<b>12173</b>	<b>1912</b>	<b>12864</b>

Volunteer and Reserve Officer Hours	9	41	9	77
Average Response Time (Minutes)	3.34	4.2133333	4.613	3.883833
Total Citations	15	132	85	458
Total Traffic Stops	107	686	293	1661
Traffic Stop Disposition Warning	92	558	205	1235
Traffic Stop Disposition Citation	15	128	82	411
<b>PERCENT OF STOPS RECEIVING CITATIONS</b>	<b>14.0</b>	<b>18.7</b>	<b>28.0</b>	<b>24.7</b>

**STAFFING**

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

Police Unit #	Begin	End	Accrued	
103	148,275	148,275	0	
116	106011	106268	257	
117	95,608	96,195	587	Oil Change
216	27,996	28,580	584	
119	27,236	29,911	2,675	New Power inverter
120	12,284	14,284	2,000	
220	12,495	14,706	2,211	

# Ovilla Fire Department June Monthly Report



**Fire Chief Brandon Kennedy**

105 S. Cockrell Hill Road  
Ovilla Texas, 75154  
[cityofovilla.org](http://cityofovilla.org)

## Mission Statement

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

## Summary of Staffing for the Department

- Currently the Department has 1 Firefighter Paramedic position open.
- Currently the Department has 0 Firefighter Basic position open.
- Currently the Department has 2 Volunteer Firefighter position open.
- Current Staffing
  - 2 Chiefs
  - 5 Captains
  - 22 Firefighter Paramedics
  - 8 Firefighter EMT-Basics
  - 10 Volunteer Firefighters
  - Total Staffing of 47 out of 50 positions
- Of the Volunteers on staff,
  - 2 of them are Dual Certified, meaning they have their Fire Certs and EMT Basic and or Paramedic
  - 2 have just their Fire Certs
  - 3 have just their EMT- 2 - Basic and 1 - Paramedic
  - 3 Volunteers do not have any Certification at this time.

## Grants Report

- Have turned in five 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
  - RECEIVED \$8,050 from TFS for Insurance Reimbursement Grant
- AFG Grant for PPE was submitted on 03/12/2020, unknown on award notification date



## Summary of Events for the Department

- June was slightly slower than May, with a total of 65 calls through dispatch and several public service calls that were not dispatched. These come from a resident calling the station phone and needing 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 are working properly.
- COVID-19 Monitoring
- FD ran a total of 7 possible COVID-19 calls in June, with 4 of these being in the City Limits. They are "possible" due to a positive screening result through our dispatch questionnaire process. *This does not mean that they have or will test positive at the emergency room.*

## 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)
- **60 / 60** Volunteer shifts were covered, and these 60 shifts we had 4 personnel on the Engine

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

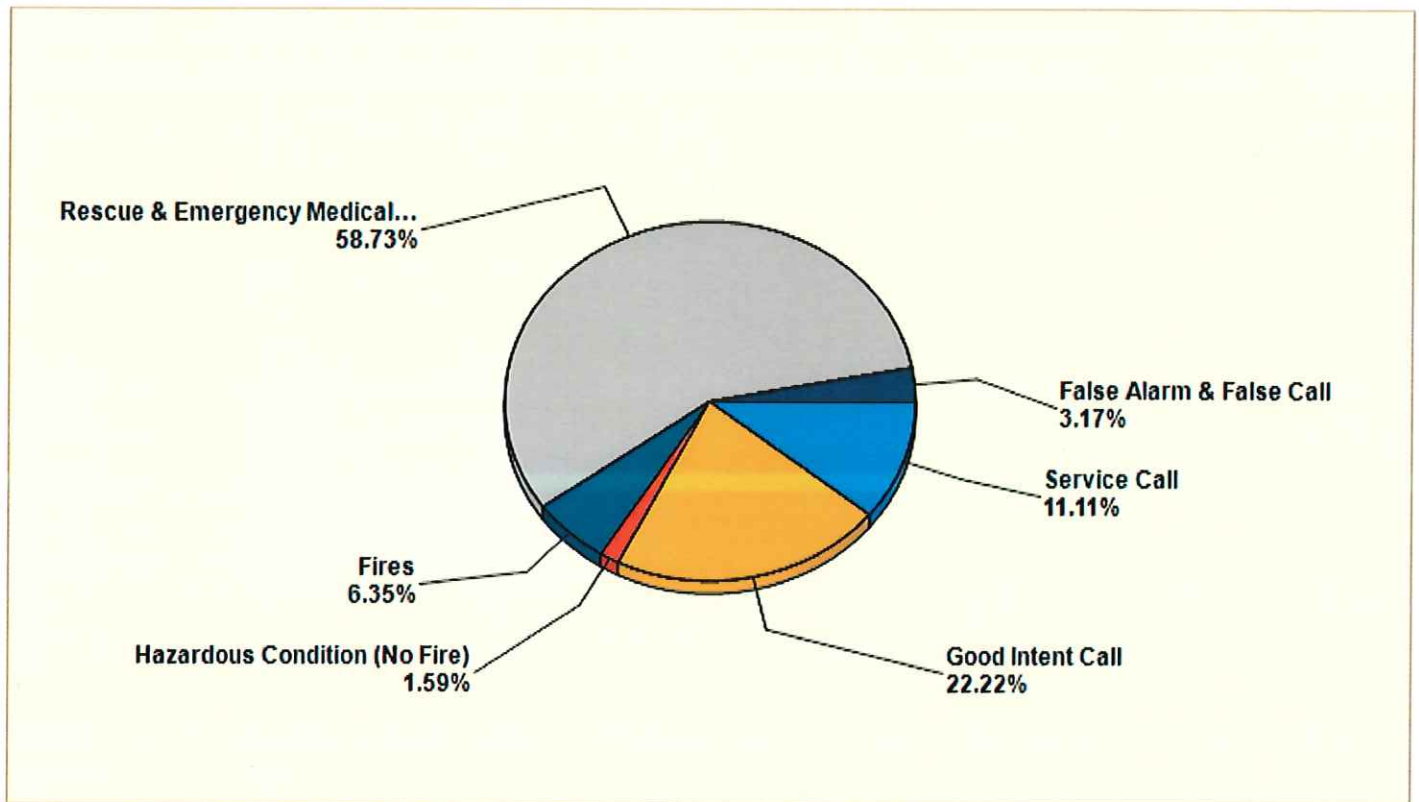
- 1 Consults
- 3 Meetings
- Back-Up for Ovilla PD
- QCI reports

## Monthly Call Summary

INCIDENT COUNT		
INCIDENT TYPE	# INCIDENTS	
EMS	37	
FIRE	28	
TOTAL	65	
MUTUAL AID		
Aid Type	Total	
Aid Given	16	
Aid Received	1	
OVERLAPPING CALLS		
# OVERLAPPING	% OVERLAPPING	
6	9.23	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	EMS	FIRE
Station 701	0:05:57	0:04:07
AVERAGE FOR ALL CALLS		0:05:59
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)		
Station	EMS	FIRE
Station 701	0:01:33	0:00:24
AVERAGE FOR ALL CALLS		0:01:24
AGENCY		AVERAGE TIME ON SCENE (MM:SS)
Ovilla Fire Department		28:21



## Breakdown by Major Incident Type



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	4	6.35%
Rescue & Emergency Medical Service	37	58.73%
Hazardous Condition (No Fire)	1	1.59%
Service Call	7	11.11%
Good Intent Call	14	22.22%
False Alarm & False Call	2	3.17%
<b>TOTAL</b>	<b>65</b>	<b>103.17%</b>

*Average 1.0 fire per week*

*Average 2.16 calls per day*

*Average 16.25 calls per week*

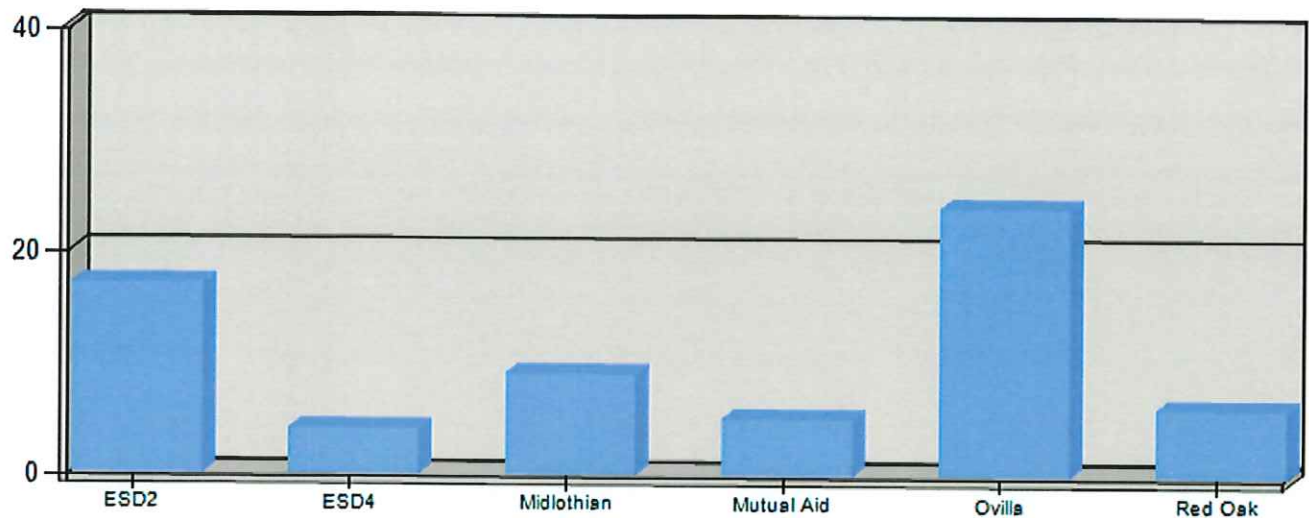
C701 Responses | 7

C702 Responses | 11

Number of Overlapping Calls | **9**

**Total Ovilla Fire Department Runs | 65**

## Breakdown by Districts



District	June	May
ESD2 - ESD #2	17	26
ESD4 - ESD #4	4	8
Midlothian - Midlothian City Limits	9	3
Mutual Aid - Mutual Aid	5	4
Ovilla - City Limits	24	26
Red Oak - Red Oak City Limits	6	3
<b>TOTAL:</b>	<b>65</b>	<b>70</b>

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

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

*Mutual Aid is calculated by the cities that 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	June	May
Midlothian - Midlothian City Limits	14.44	N/A
Mutual Aid - Mutual Aid	13.22	25.03
Red Oak - Red Oak City Limits	8.23	N/A
ESD2 - ESD #2	7.31	7.90
ESD4 - ESD #4	5.83	9.01
Ovilla - City Limits	5.31	5.00
<b>Average Response Times</b>	<b>6.15</b>	<b>7.30</b>

*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	June	May
B701	0:48	1:56
C701	0:42	1:05
C702	1:31	1:49
E701	1:43	1:40
E702	0:00	0:00
R755	1:42	1:13
S701	0:00	2:00
<b>Average Turnout Time</b>	<b>0:55</b>	<b>1:35</b>

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

## Incident Count Per Apparatus

APPARATUS	# of INCIDENTS
B701	3
C701	7
C702	11
E701	45
E702	1
R755	5
S701	4

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	59,151	59,300	149	\$ 22.82	\$ -
B702	4,086	4,119	33	\$ 37.87	\$ -
C701	31,868	32,090	222	\$ 42.00	\$ -
C702	-	-	0	\$ 101.88	\$ -
S701	106,925	107,202	277	\$ -	\$ -
E701	21,130	21,638	508	\$ 440.41	\$ -
E702	29,932	30,017	85	\$ 47.53	\$ 1,277.02
E703	-	-	0	\$ -	\$ -
R755	20,424	20,506	82	\$ 66.01	\$ 1,654.36
Station Supplies (Small Equipment Fuel, Propane, Other)				\$ 158.86	\$ -
<b>Totals for the Month</b>			<b>1,356</b>	<b>\$ 917.38</b>	<b>\$ 2,931.38</b>

June 2020

## Streets and Parks Department

### *Streets/Drainage*

- Trim overhanging tree limbs Water St. Rac 2020-01337
- Haul off fallen tree 600 George Town Rac 2020-01422
- Trim overhanging tree limbs Red Oak Creek Rd Rac 2020-01364
- Patch pothole 714 Buckboard Rac 2020-01456
- Patch pothole 900 block Cockrell Hill Rd Rac 2020-01475
- Read monthly water meters Rac 202001465
- Mark out location for pole barn water tower lot
- Get quotes for lift station for PW building, Steel Containers
- Repair septic sprinkler head 105 Westlawn Rac 2020-01416
- Patch potholes E. Highland Rac 2020-01442
- Haul off broken tree Johnson Ln @ Burton Wood Cir entrance Rac 2020-01478
- Reset delineators poles north bound Cockrell hill 900 block in front of guard rails Rac 2020-0139
- Install running boards 2008 ¾ fleet truck Rac 2020-01417
- Set out clean up day sign and barricades to direct traffic for cleanup day Rac 2020-01488
- Clean up day
- Help with monthly meter reading
- Extend drainage culvert 4 foot to get out of roadway at 7440 Shiloh Rd
- Cut down dead tree hanging over homeowner fence and haul off 601 Buckboard Rac 202001491

## June 2020

- Cut down dead tree and haul off 600 Georgetown Rac 2020-01499

### *Parks*

- Monthly Park inspections performed
- Maintained city marquee
- Mowing and ground keeping city parks
- Mowing and ground keeping city hall and city owned property
- Finalize contract with Mow Pros
- As of June 19<sup>th</sup>, 2020 Mow Pros has taken over mowing for the City of Ovilla
- Mow right of way north south Westmoreland, Red oak Creek Rd, Hosford, Malloy, Johnson Ln, Bryson, back loop of Cardinal and Meadowlark
- Clean restrooms Heritage Park

### *Administrative*

- Re-arrange and paint the conference room and new city managers offices Rac 2020-01458
- Remove old desk in council room Rac-2020-01348



## 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:

06/30/2020

### Security of Hardware (§2.5)

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

### Durability of Equipment (§2.5)

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

### Leaded Paint (§2.5.4)

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

### General Upkeep of Playgrounds (§4)

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

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: 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:

06/30/2020

### Security of Hardware (§2.5)

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

### Durability of Equipment (§2.5)

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

### Leaded Paint (§2.5.4)

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

### General Upkeep of Playgrounds (§4)

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

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:

06/30/2020

### 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. (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 leaded paint chips or accumulation of lead dust.
  - ☐ Mitigate lead paint hazards

### General Upkeep of Playgrounds (§4)

- ☒ There are no user modifications to the equipment, such as strings and ropes tied to equipment, swings looped over top rails, etc.
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  - ☐ 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





**TO:** Honorable Mayor and City Council Members, City Manager- Pam Woodall,  
Public Works Director- James Kuykendall

**FROM:** Daniel Durham – Water/Wastewater Superintendent

**TOPIC:** Water/Wastewater Monthly Report for June,2020

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**Water/Wastewater Staffing: Superintendent-1 / Crew Leader-1 /  
Maintenance Worker-1**

**WORK ORDERS**

- 30 total Work Orders completed for the month of June ,2020

**Gov Pilot Reporting**

**Balances**

	New	Completed	Remaining
Water/Wastewater Dept -	30	26	4

**WATER**

- Gallons purchased from DWU 24.075.00 MG, Retail Billed 19.898.70 MG, Retail Unbilled 67.9 k, Builder metered 2.7 k, Maintenance flushing 131.920 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 repairs list for replacing meter lids and boxes.



## **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.



## Vehicle & Equipment Usage

June, 2020

Item #	Description	Mileage				Hours		
		Begin	End	Accrued		Begin	End	Accrued
1	2017 F250 4x4	17267	17318	51				
2	2015 2500 HD Silverado	48403	49214	811				
3	2011 3500HD Silverado	58502	58736	234				
4	2008 2500HD Silverado	88233	88722	489				
6	2008 1500 Silverado	119109	119592	483				
7	2001 C6500 Dump Truck	19215	19234	19				
8	1999 International Patch Truck	312128	Out of Service					
9	1998 Ford Dump Truck	55394	55417	23				
0	New Holland Skid LS60					1319.9	1326.5	6.6
1	1999 Kubota Tractor					100.5	100.6	.1
2	1992 Ford Tractor					1090.4	1090.4	.0
3	310K John Deere Backhoe					2163.3	2190.3	27
4	Ingersoll Mobil Air Compress					1326.1	1326.1	.0
5	Jet Machine					507.4	508	.6
6	Vac Machine 2017					125.3	125.4	.1
7	Boomag 900-50 packer					195.0	195.0	.0
8	2016 Exmark					358.5	358.5	.0
9	2013 Exmark					493.9	493.9	.0
0	2004 Exmark					1066.7	1066.7	.0
1	JCB Backhoe					80.9	100.1	19.2
2	Kubota Mini Excavator					54.9	59.9	5
3	Crafco Crack Sealer					75.2	75.2	.0

## Ovilla Municipal Court Report

<b>FY-2019-2020</b>	<b>Total Traffic Cases Filed</b>	<b>City Ordinance Filed</b>	<b>Total Revenue</b>	<b>Amount Kept by City</b>	<b>Amount sent to State</b>	<b>Warrants Issued</b>	<b>Warrants Cleared</b>	<b>Uncontested Disposition</b>	<b>Defensive Driving</b>	<b>Deferred Disposition</b>	<b>Compliance Dismissals</b>	<b>Trial</b>
<b>October</b>	46	0	\$10,187.47	\$7,350.53	\$2,836.94	22	7	19	8	14	0	1
<b>November</b>	56	0	\$12,295.30	\$8,316.10	\$3,979.20	44	14	27	5	7	1	0
<b>December</b>	70	1	\$10,798.30	\$6,929.79	\$3,868.51	21	17	22	8	3	1	0
<b>January</b>	48	4	\$13,905.70	\$8,988.24	\$4,917.46	23	14	26	5	30	0	0
<b>February</b>	74	0	\$16,873.82	\$11,026.24	\$5,847.58	0	26	27	11	10	0	0
<b>March</b>	9	1	\$14,124.03	\$10,169.54	\$3,954.49	47	18	25	14	21	2	0
<b>April</b>	1	0	\$3,662.67	\$2,976.32	\$686.35	0	3	7	9	15	0	0
<b>May</b>	11	3	\$1,882.00	\$1,277.94	\$604.06	0	0	3	2	9	0	0
<b>June</b>	15	0	\$5,317.73	\$4,168.15	\$1,149.58	0	5	8	7	10	0	0
<b>July</b>												
<b>August</b>												
<b>September</b>												
<b>Totals</b>	<b>330</b>	<b>9</b>	<b>\$89,047.02</b>	<b>\$61,202.85</b>	<b>\$27,844.17</b>	<b>157</b>	<b>104</b>	<b>164</b>	<b>69</b>	<b>119</b>	<b>4</b>	<b>1</b>

2018-2019 FY

<b>June</b>	94	0	\$15,995.01	\$9,917.11	\$6,077.90	38
<b>FY Totals</b>	<b>739</b>	<b>11</b>	<b>\$150,296.54</b>	<b>\$95,423.27</b>	<b>\$54,873.27</b>	<b>285</b>

### Staffing

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



Code Enforcement Report  
 105 S Cockrell Hill Rd  
 Ovilla, TX 75154  
 (972) 617-7262

To: Mayor Richard Dormier  
 Ovilla City Council  
 City Manager Ms.Pam Woodall

Subject: **Code Enforcement Monthly Report**

	June. 2020	June.2020 YTD	June .2019	
Calls For Service				
Complaint (Nuis 9 Permit 4,Parking 6)	19	143	60	
Follow up (Nuis 9 Permit 4 Park 6)	19	157	68	
Door Notice (Nui - 0 Permit 0 Parking )	0	40	21	
Mail Notice ( Parking 4 nuisance 8 perm 2 )	14	84	27	
Posted Property (nuisance 2 )	2	14	8	
Court	\$0	\$566	\$0.00	
Citizen Contacts	48	229	63	
Permits Reviewed	22	126	25	
Permits Issued	16	92	23	
Inspections	31	176	44	
Nuisance Abated by City 2 debris	2	4	2	
Nuisance Signs (Garage sale-11 business 16 )	27	167	52	
Board of Adjustment	0	3	0	

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

To: Mayor Richard Dormier  
Ovilla City Council  
City Manager Ms.Pam Woodall

Subject: **Animal Control Monthly Report**

	June,2020	June.2020 YTD	June.2019	
Calls For Service				
Complaint ( <b>Regist-8 At Large 5 Bark 1</b> )	14	170	25	
Follow up	20	190	32	
Door Notice ( <b>Regis-0, Bark 0 at large 0</b> )	0	69	15	
Impounded Animal ( <b>Dog 2 cat0</b> )	2	27	8	
Animal welfare check	5	43	16	
Impound Results (Transport 2 Ret to own 0)	2	27	7	
Impound fee collected	\$0.00	\$370.00	105	
Court 0	\$0.00	\$150.00	0	
Citizen Contacts	23	133	26	
Animal registration \$24	2	43	23	
Registration Letter Mailed	16	116	22	
Nuisance Letter barking 2	2	16	3	
Animals released snake	1	8	0	
Deceased removed	26	125	16	
Oak Leaf -	0	2	2	
Traps Checked Out	2	19	4	



**Date: July 13,2020**

**To: Honorable Mayor and Council Members**

**Subject: Transactions over \$5,000 From  
October 1,2019 thru June 30, 2020**

**From:**

**Sharon Jungman – Finance Director**

City of Ovilla  
Transaction Detail Report  
10/1/2019 - 6/30/2020

7/8/2020 10:14 AM

100 - General Fund

Account 100-10-52250

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
4/17/2020	4/17/2020	AP Invoice		Auditor Reconciliations	5,021.25	0.00	5,021.25
Total					5,021.25	0.00	

100 - General Fund

Account 100-10-52260

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
3/5/2020	3/5/2020	AP Invoice		Water Street Bridge	7,353.04	0.00	7,353.04
Total					7,353.04	0.00	

100 - General Fund

Account 100-20-52380

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
10/11/2019	10/11/2019	AP Invoice		Semi-Annual Invoice for Communications c	20,475.00	0.00	20,475.00
10/17/2019	10/17/2019	AP Invoice		COMMUNICATIONS CONTRACT 1 OF 2	20,475.00	0.00	40,950.00
Total					40,950.00	0.00	

100 - General Fund

Account 100-20-52390

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
10/23/2019	10/23/2019	AP Invoice		SRRG/SRT Annual Membership fee	8,250.00	0.00	8,250.00
Total					8,250.00	0.00	

100 - General Fund

Account 100-20-55240

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
10/31/2019	11/7/2019	AP Invoice		CRIMES SOFTWARE MAINT AND SUPPORT	15,000.00	0.00	15,000.00
Total					15,000.00	0.00	

100 - General Fund

Account 100-20-55550

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
5/29/2020	5/29/2020	AP Invoice		Repairs to Unit 119	6,608.13	0.00	6,608.13
Total					6,608.13	0.00	

100 - General Fund

Account 100-20-57450

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
11/30/2019	12/12/2019	AP Invoice		2020 VIN 110066 AND VIN 109309	112,830.00	0.00	112,830.00
Total					112,830.00	0.00	

100 - General Fund

Account 100-30-52385

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
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12/31/2019	1/16/2020	AP Invoice	EMS 123119 1ST QTR MED TRANSPORT	15,889.75	0.00	15,889.75
5/7/2020	5/7/2020	AP Invoice	EMS 2nd Qtr. Payment	15,889.75	0.00	31,779.50
Total				31,779.50	0.00	

**100 - General Fund**

**Account 100-30-57440**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
3/5/2020	3/5/2020	AP Invoice		rescue tools	30,745.00	0.00	30,745.00
5/22/2020	5/22/2020	AP Invoice		Microwave Radio for Water Tower	6,296.82	0.00	37,041.82
Total					37,041.82	0.00	

**100 - General Fund**

**Account 100-30-57445**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
5/22/2020	5/22/2020	AP Invoice		Software Upgrade for Warning Siren Equipr	14,307.82	0.00	14,307.82
5/22/2020	5/22/2020	AP Invoice		Warning Siren Control Cabinet	8,946.00	0.00	23,253.82
Total					23,253.82	0.00	

**100 - General Fund**

**Account 100-30-57450**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
1/29/2020	1/29/2020	AP Invoice		FIRE DEPT. F-250 VIN LEC49351	34,635.00	0.00	34,635.00
4/3/2020	4/3/2020	AP Invoice		Emergency Equip. upfit on F250	19,027.09	0.00	53,662.09
Total					53,662.09	0.00	

**100 - General Fund**

**Account 100-45-55465**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
11/30/2019	12/6/2019	AP Invoice		SOLID WASTE	22,353.64	0.00	22,353.64
12/31/2019	1/10/2020	AP Invoice		TRASH SERVICE	22,870.85	0.00	45,224.49
3/5/2020	3/5/2020	AP Invoice		Refuse Service	22,783.19	0.00	68,007.68
3/5/2020	3/5/2020	AP Invoice		Refuse Service	22,812.41	0.00	90,820.09
4/9/2020	4/9/2020	AP Invoice		Trash Pickup for March 2020	22,870.85	0.00	113,690.94
5/7/2020	5/7/2020	AP Invoice		Trash Service	22,812.41	0.00	136,503.35
6/5/2020	6/5/2020	AP Invoice		Trash Service	22,914.68	0.00	159,418.03
Total					159,418.03	0.00	

**100 - General Fund**

**Account 100-50-0053405**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
1/21/2020	1/21/2020	AP Invoice		DRAIN OUTLET AT WEST END OF WESTLAV	9,315.00	0.00	9,315.00
Total					9,315.00	0.00	

**100 - General Fund**

**Account 100-50-56440**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
12/19/2019	12/19/2019	AP Invoice		MINI EXCAVATOR KX 033-4R1A SN 14059	43,300.58	0.00	43,300.58
Total					43,300.58	0.00	

**200 - Water And Utilities Fund****Account 200-75-55460**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
11/27/2019	11/27/2019	AP Invoice		WATER	13,997.64	0.00	13,997.64
12/12/2019	12/12/2019	AP Invoice		WATER - 10/31/2019-11/27/2019	21,735.76	0.00	35,733.40
1/29/2020	1/29/2020	AP Invoice		WATER	24,746.35	0.00	60,479.75
2/27/2020	2/27/2020	AP Invoice		Dallas Water utilities purchase	24,729.60	0.00	85,209.35
3/23/2020	3/23/2020	AP Invoice		wholesale water purchase	20,869.00	0.00	106,078.35
4/17/2020	4/17/2020	AP Invoice		Water Service 3/6 to 4/3/20	19,968.76	0.00	126,047.11
5/18/2020	5/18/2020	AP Invoice		Water Purchase 4-4 to 5-4-30	29,138.72	0.00	155,185.83
6/19/2020	6/19/2020	AP Invoice		Water Purchase from 5-5 to 6-2-2020	33,974.94	0.00	189,160.77
Total					189,160.77	0.00	

**200 - Water And Utilities Fund****Account 200-75-57475**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
1/31/2020	2/7/2020	AP Invoice		MAIN ST. SANITARY SEWER IMPROVEMENT	32,875.70	0.00	32,875.70
3/23/2020	3/23/2020	AP Invoice		Main Street Sanitary Sewer	47,099.10	0.00	79,974.80
4/3/2020	4/3/2020	AP Invoice		Main Street Sanitary Sewer	60,385.80	0.00	140,360.60
5/18/2020	5/18/2020	AP Invoice		Progress Pmt. for Main St. Sanitary Sewer	72,150.60	0.00	212,511.20
6/1/2020	6/1/2020	AP Invoice		Final Pmt. for Main St. Sanitary Sewer	16,522.58	0.00	229,033.78
Total					229,033.78	0.00	

**200 - Water And Utilities Fund****Account 200-80-55463**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
12/12/2019	12/12/2019	AP Invoice		DECEMBER	29,065.00	0.00	29,065.00
12/19/2019	12/19/2019	AP Invoice		JANUARY	29,065.00	0.00	58,130.00
1/29/2020	1/29/2020	AP Invoice		FEBRUARY	29,065.00	0.00	87,195.00
2/27/2020	2/27/2020	AP Invoice		Operations and Maint. Debt Ser	29,065.00	0.00	116,260.00
3/27/2020	3/27/2020	AP Invoice		Sewage Treatment for April 2020	29,065.00	0.00	145,325.00
4/17/2020	4/17/2020	AP Invoice		Sewage Treatment for May	29,065.00	0.00	174,390.00
5/18/2020	5/18/2020	AP Invoice		Sewer treatment for June	29,065.00	0.00	203,455.00
Total					203,455.00	0.00	

**400 - Debt Service Fund****Account 400-15-57940**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
1/23/2020	1/23/2020	AP Invoice		1537276 INTEREST	81,225.00	0.00	81,225.00
Total					81,225.00	0.00	

**900 - Employee Benefit Trust Fund****Account 900-90-52110**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
10/18/2019	11/1/2019	AP Invoice		UHC	13,647.98	0.00	13,647.98
Total					13,647.98	0.00	





**Date: July 13,2020**

**To: Honorable Mayor and Council Members**

**Subject: Financial Statement Summaries for  
October 2019 thru June 2020**

**(With Unreconciled Bank Statements)**

**From:**

**Sharon Jungman – Finance Director**

City of Ovilla  
Financial Statement  
As of June 30, 2020

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<b>100 - General Fund</b>	<b>Current Month Actual</b>	<b>Current Month Budget</b>	<b>Budget Variance</b>	<b>YTD Actual</b>	<b>Annual Budget</b>	<b>% of Budget</b>	<b>Budget Remaining</b>
<b>Revenue Summary</b>							
Not Categorized	0.00	0.00	0.00	7,557.30	0.00	0.00%	(7,557.30)
Taxes	3,992.91	213,081.22	(209,088.31)	2,299,782.21	2,557,930.00	89.91%	258,147.79
Licenses-Permits-Fees	9,014.70	9,037.54	(22.84)	73,466.52	108,460.00	67.74%	34,993.48
Services	674.00	75,024.44	(74,350.44)	324,727.14	900,496.00	36.06%	575,768.86
Fines & Forfeitures	3,515.00	18,975.74	(15,460.74)	53,299.11	227,800.00	23.40%	174,500.89
Other Revenue	6,634.15	11,431.35	(4,797.20)	285,949.84	137,215.00	208.40%	(148,734.84)
Transfers	0.00	85,396.31	(85,396.31)	(320.44)	1,025,158.00	(0.03%)	1,025,478.44
Revenue Totals	<u>23,830.76</u>	<u>412,946.60</u>	<u>(389,115.84)</u>	<u>3,044,461.68</u>	<u>4,957,059.00</u>	<u>61.42 %</u>	<u>1,912,597.32</u>
<b>Expense Summary</b>							
Personnel	119,692.21	137,151.17	(17,458.96)	1,159,674.84	1,646,427.00	70.44%	486,752.16
Employee Benefits	14,010.58	34,748.54	(20,737.96)	204,568.97	417,134.00	49.04%	212,565.03
Special Services	11,621.63	6,744.26	4,877.37	97,292.89	80,937.00	120.21%	(16,355.89)
Contractual Services	4,140.03	32,976.33	(28,836.30)	140,189.49	395,774.00	35.42%	255,584.51
Not Categorized	5,208.33	0.00	5,208.33	36,074.57	0.00	0.00%	(36,074.57)
Operating Services	2,211.32	9,826.25	(7,614.93)	55,022.58	116,347.00	47.29%	61,324.42
Special Expenses	2,284.03	2,899.38	(615.35)	9,783.76	34,800.00	28.11%	25,016.24
Repairs - Bldg & Machinery	5,666.53	12,401.55	(6,735.02)	51,249.94	148,850.00	34.43%	97,600.06
Professional Development	729.95	2,593.13	(1,863.18)	19,113.01	31,125.00	61.41%	12,011.99
Software & Computer Equipment	2,705.17	6,777.00	(4,071.83)	52,126.84	81,341.00	64.08%	29,214.16
Other Expense	922.74	5,300.92	(4,378.18)	25,935.42	63,622.00	40.76%	37,686.58
Minor Capital Outlay	4,138.41	23,323.73	(19,185.32)	92,517.39	281,568.00	32.86%	189,050.61
Capital Outlay	160.59	74,264.11	(74,103.52)	229,350.18	891,500.00	25.73%	662,149.82
Long Term Debt	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Reserve	0.00	16,250.00	(16,250.00)	0.00	195,000.00	0.00%	195,000.00
Rentals	271.91	250.00	21.91	2,273.55	3,000.00	75.79%	726.45

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<b>100 - General Fund</b>	<b>Current Month Actual</b>	<b>Current Month Budget</b>	<b>Budget Variance</b>	<b>YTD Actual</b>	<b>Annual Budget</b>	<b>% of Budget</b>	<b>Budget Remaining</b>
Supplies	2,506.33	8,647.87	(6,141.54)	39,620.88	103,800.00	38.17%	64,179.12
Printing Expense	623.48	1,731.98	(1,108.50)	8,750.54	20,784.00	42.10%	12,033.46
Utilities	35,014.51	29,935.32	5,079.19	219,293.39	359,184.00	61.05%	139,890.61
Insurance	1,820.00	3,321.98	(1,501.98)	28,898.47	39,866.00	72.49%	10,967.53
Transfers	0.00	0.00	0.00	13,426.82	0.00	0.00%	(13,426.82)
Vehicle Expenses	5,995.22	3,832.33	2,162.89	28,187.51	46,000.00	61.28%	17,812.49
Professional Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	<u>219,722.97</u>	<u>412,975.85</u>	<u>(193,252.88)</u>	<u>2,513,351.04</u>	<u>4,957,059.00</u>	<u>50.70 %</u>	<u>2,443,707.96</u>

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<b>110 - LEOSE</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Transfers	0.00	99.96	(99.96)	0.00	1,200.00	0.00%	1,200.00
Revenue Totals	0.00	99.96	(99.96)	0.00	1,200.00	0.00 %	1,200.00
<b>Expense Summary</b>							
Professional Development	0.00	99.96	(99.96)	0.00	1,200.00	0.00%	1,200.00
Expense Totals	0.00	99.96	(99.96)	0.00	1,200.00	0.00 %	1,200.00

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<b>120 - Street Improvement Fund</b>	<b>Current Month Actual</b>	<b>Current Month Budget</b>	<b>Budget Variance</b>	<b>YTD Actual</b>	<b>Annual Budget</b>	<b>% of Budget</b>	<b>Budget Remaining</b>
<b>Revenue Summary</b>							
Taxes	0.00	4,524.85	(4,524.85)	36,493.26	54,320.00	67.18%	17,826.74
Other Revenue	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
Transfers	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	0.00	4,533.18	(4,533.18)	36,493.26	54,420.00	67.06 %	17,926.74
<b>Expense Summary</b>							
Capital Outlay	0.00	3,831.80	(3,831.80)	0.00	46,000.00	0.00%	46,000.00
Reserve	0.00	701.38	(701.38)	0.00	8,420.00	0.00%	8,420.00
Expense Totals	0.00	4,533.18	(4,533.18)	0.00	54,420.00	0.00 %	54,420.00

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<b>130 - Court Technology</b>	<b>Current Month Actual</b>	<b>Current Month Budget</b>	<b>Budget Variance</b>	<b>YTD Actual</b>	<b>Annual Budget</b>	<b>% of Budget</b>	<b>Budget Remaining</b>
<b>Revenue Summary</b>							
Fines & Forfeitures	53.48	408.17	(354.69)	1,294.42	4,900.00	26.42%	3,605.58
Revenue Totals	53.48	408.17	(354.69)	1,294.42	4,900.00	26.42 %	3,605.58
<b>Expense Summary</b>							
Software & Computer Equipment	0.00	374.85	(374.85)	0.00	4,500.00	0.00%	4,500.00
Reserve	0.00	33.32	(33.32)	0.00	400.00	0.00%	400.00
Expense Totals	0.00	408.17	(408.17)	0.00	4,900.00	0.00 %	4,900.00



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<b>140 - Court Security</b>	<b>Current Month Actual</b>	<b>Current Month Budget</b>	<b>Budget Variance</b>	<b>YTD Actual</b>	<b>Annual Budget</b>	<b>% of Budget</b>	<b>Budget Remaining</b>
<b>Revenue Summary</b>							
Fines & Forfeitures	49.61	299.88	(250.27)	1,097.91	3,600.00	30.50%	2,502.09
Revenue Totals	<u>49.61</u>	<u>299.88</u>	<u>(250.27)</u>	<u>1,097.91</u>	<u>3,600.00</u>	<u>30.50 %</u>	<u>2,502.09</u>
<b>Expense Summary</b>							
Other Expense	79.95	99.96	(20.01)	915.90	1,200.00	76.33%	284.10
Reserve	0.00	199.92	(199.92)	0.00	2,400.00	0.00%	2,400.00
Expense Totals	<u>79.95</u>	<u>299.88</u>	<u>(219.93)</u>	<u>915.90</u>	<u>3,600.00</u>	<u>25.44 %</u>	<u>2,684.10</u>

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<b>150 - Equipment Replacement Fund</b>	<b>Current Month Actual</b>	<b>Current Month Budget</b>	<b>Budget Variance</b>	<b>YTD Actual</b>	<b>Annual Budget</b>	<b>% of Budget</b>	<b>Budget Remaining</b>
<b>Revenue Summary</b>							
Transfers	0.00	2,499.00	(2,499.00)	0.00	30,000.00	0.00%	30,000.00
Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	0.00	2,499.00	(2,499.00)	0.00	30,000.00	0.00 %	30,000.00
<b>Expense Summary</b>							
Reserve	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Minor Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Capital Outlay	0.00	2,500.00	(2,500.00)	0.00	30,000.00	0.00%	30,000.00
Expense Totals	0.00	2,500.00	(2,500.00)	0.00	30,000.00	0.00 %	30,000.00

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<b>200 – Water And Utilities Fund</b>	<b>Current Month Actual</b>	<b>Current Month Budget</b>	<b>Budget Variance</b>	<b>YTD Actual</b>	<b>Annual Budget</b>	<b>% of Budget</b>	<b>Budget Remaining</b>
<b>Revenue Summary</b>							
Not Categorized	44.81	0.00	44.81	44.81	0.00	0.00%	(44.81)
Services	117,843.34	105,255.27	12,588.07	1,121,218.51	1,263,564.00	88.73%	142,345.49
Other Revenue	0.00	6,075.00	(6,075.00)	88,417.99	72,900.00	121.29%	(15,517.99)
Transfers	2,500.00	32,728.11	(30,228.11)	20,000.00	380,928.00	5.25%	360,928.00
Revenue Totals	<u>120,388.15</u>	<u>144,058.38</u>	<u>(23,670.23)</u>	<u>1,229,681.31</u>	<u>1,717,392.00</u>	<u>71.60 %</u>	<u>487,710.69</u>
<b>Expense Summary</b>							
Personnel	22,449.62	29,406.99	(6,957.37)	176,177.65	353,025.00	49.91%	176,847.35
Employee Benefits	2,395.23	7,626.80	(5,231.57)	36,101.27	91,558.00	39.43%	55,456.73
Special Services	0.00	4,087.50	(4,087.50)	8,736.57	49,050.00	17.81%	40,313.43
Contractual Services	0.00	1,734.93	(1,734.93)	1,500.00	20,820.00	7.20%	19,320.00
Not Categorized	0.00	0.00	0.00	4,977.38	0.00	0.00%	(4,977.38)
Operating Services	95.20	766.48	(671.28)	4,959.45	9,200.00	53.91%	4,240.55
Special Expenses	220.38	0.00	220.38	1,324.38	0.00	0.00%	(1,324.38)
Professional Development	0.00	204.14	(204.14)	471.00	2,450.00	19.22%	1,979.00
Software & Computer Equipment	1,308.87	1,426.88	(118.01)	5,399.86	17,125.00	31.53%	11,725.14
Other Expense	861.03	776.99	84.04	4,833.75	9,325.00	51.84%	4,491.25
Minor Capital Outlay	1,700.00	1,416.12	283.88	2,639.69	17,000.00	15.53%	14,360.31
Capital Outlay	18,298.05	19,458.87	(1,160.82)	235,541.85	221,700.00	106.24%	(13,841.85)
Reserve	0.00	11,765.63	(11,765.63)	0.00	141,243.00	0.00%	141,243.00
Rentals	0.00	124.95	(124.95)	0.00	1,500.00	0.00%	1,500.00
Supplies	310.49	420.79	(110.30)	3,420.05	5,050.00	67.72%	1,629.95
Printing Expense	1,443.40	495.72	947.68	1,484.19	5,950.00	24.94%	4,465.81
Utilities	36,298.81	59,313.91	(23,015.10)	411,775.99	712,038.00	57.83%	300,262.01
Repairs - Bldg & Machinery	2,723.73	3,591.01	(867.28)	15,945.63	43,100.00	37.00%	27,154.37
Insurance	0.00	671.36	(671.36)	7,959.22	8,058.00	98.77%	98.78

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<b>200 - Water And Utilities Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Long Term Debt	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Vehicle Expenses	996.06	766.40	229.66	3,927.88	9,200.00	42.69%	5,272.12
Expense Totals	<u>89,100.87</u>	<u>144,055.47</u>	<u>(54,954.60)</u>	<u>927,175.81</u>	<u>1,717,392.00</u>	<u>53.99 %</u>	<u>790,216.19</u>

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<b>250 - WWW Infrastructure Improvements</b>	<b>Current Month Actual</b>	<b>Current Month Budget</b>	<b>Budget Variance</b>	<b>YTD Actual</b>	<b>Annual Budget</b>	<b>% of Budget</b>	<b>Budget Remaining</b>
<b>Revenue Summary</b>							
Services	5,065.48	5,792.51	(727.03)	49,855.90	69,538.00	71.70%	19,682.10
Revenue Totals	5,065.48	5,792.51	(727.03)	49,855.90	69,538.00	71.70 %	19,682.10
<b>Expense Summary</b>							
Reserve	0.00	5,792.51	(5,792.51)	(3.80)	69,538.00	(0.01%)	69,541.80
Expense Totals	0.00	5,792.51	(5,792.51)	(3.80)	69,538.00	-0.01 %	69,541.80

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<b>300 - Capital Projects Fund</b>	<b>Current Month Actual</b>	<b>Current Month Budget</b>	<b>Budget Variance</b>	<b>YTD Actual</b>	<b>Annual Budget</b>	<b>% of Budget</b>	<b>Budget Remaining</b>
<b>Revenue Summary</b>							
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Other Revenue	0.00	22.50	(22.50)	0.01	270.00	0.00%	269.99
Transfers	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	0.00	22.50	(22.50)	0.01	270.00	0.00 %	269.99
<b>Expense Summary</b>							
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Reserve	0.00	22.50	(22.50)	0.00	270.00	0.00%	270.00
Personnel	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	0.00	22.50	(22.50)	0.00	270.00	0.00 %	270.00



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<b>400 - Debt Service Fund</b>	<b>Current Month Actual</b>	<b>Current Month Budget</b>	<b>Budget Variance</b>	<b>YTD Actual</b>	<b>Annual Budget</b>	<b>% of Budget</b>	<b>Budget Remaining</b>
<b>Revenue Summary</b>							
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Taxes	0.00	39,066.86	(39,066.86)	450,252.57	468,990.00	96.00%	18,737.43
Other Revenue	0.00	45.83	(45.83)	107.13	550.00	19.48%	442.87
Transfers	0.00	9,034.71	(9,034.71)	0.00	108,460.00	0.00%	108,460.00
Revenue Totals	0.00	48,147.40	(48,147.40)	450,359.70	578,000.00	77.92 %	127,640.30
<b>Expense Summary</b>							
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Long Term Debt	0.00	48,147.39	(48,147.39)	81,225.00	578,000.00	14.05%	496,775.00
Reserve	0.00	0.00	0.00	117,787.44	0.00	0.00%	(117,787.44)
Personnel	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Other Expense	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	0.00	48,147.39	(48,147.39)	199,012.44	578,000.00	34.43 %	378,987.56

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<b>500 - Municipal Development District Fund</b>	<b>Current Month Actual</b>	<b>Current Month Budget</b>	<b>Budget Variance</b>	<b>YTD Actual</b>	<b>Annual Budget</b>	<b>% of Budget</b>	<b>Budget Remaining</b>
<b>Revenue Summary</b>							
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Taxes	0.00	4,416.98	(4,416.98)	45,135.84	53,025.00	85.12%	7,889.16
Other Revenue	0.00	50.00	(50.00)	1,201.63	600.00	200.27%	(601.63)
Transfers	0.00	20,622.92	(20,622.92)	0.00	247,475.00	0.00%	247,475.00
Revenue Totals	0.00	25,089.90	(25,089.90)	46,337.47	301,100.00	15.39 %	254,762.53
<b>Expense Summary</b>							
Reserve	0.00	4,094.00	(4,094.00)	0.00	49,128.00	0.00%	49,128.00
Insurance	0.00	22.67	(22.67)	70.00	272.00	25.74%	202.00
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Special Services	0.00	133.33	(133.33)	0.00	1,600.00	0.00%	1,600.00
Supplies	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
Professional Development	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Other Expense	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Capital Outlay	0.00	20,833.33	(20,833.33)	0.00	250,000.00	0.00%	250,000.00
Expense Totals	0.00	25,091.66	(25,091.66)	70.00	301,100.00	0.02 %	301,030.00

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<b>600 - 4B Economic Development Fund</b>	<b>Current Month Actual</b>	<b>Current Month Budget</b>	<b>Budget Variance</b>	<b>YTD Actual</b>	<b>Annual Budget</b>	<b>% of Budget</b>	<b>Budget Remaining</b>
<b>Revenue Summary</b>							
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Taxes	0.00	9,712.78	(9,712.78)	72,986.48	116,600.00	62.60%	43,613.52
Other Revenue	0.00	133.28	(133.28)	1,818.54	1,600.00	113.66%	(218.54)
Transfers	0.00	22,016.19	(22,016.19)	0.00	264,300.00	0.00%	264,300.00
Revenue Totals	0.00	31,862.25	(31,862.25)	74,805.02	382,500.00	19.56 %	307,694.98
<b>Expense Summary</b>							
Other Expense	0.00	3,157.90	(3,157.90)	1,635.00	37,900.00	4.31%	36,265.00
Not Categorized	0.00	0.00	0.00	5,000.00	0.00	0.00%	(5,000.00)
Insurance	0.00	24.99	(24.99)	70.00	300.00	23.33%	230.00
Reserve	0.00	791.35	(791.35)	0.00	9,500.00	0.00%	9,500.00
Special Services	0.00	441.51	(441.51)	0.00	5,300.00	0.00%	5,300.00
Contractual Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Supplies	0.00	16.66	(16.66)	0.00	200.00	0.00%	200.00
Professional Development	0.00	416.50	(416.50)	906.25	5,000.00	18.13%	4,093.75
Printing Expense	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
Capital Outlay	0.00	27,000.00	(27,000.00)	0.00	324,000.00	0.00%	324,000.00
Expense Totals	0.00	31,873.91	(31,873.91)	7,611.25	382,500.00	1.99 %	374,888.75

City of Ovilla  
Financial Statement  
As of June 30, 2020

7/8/2020 8:35 AM

<b>700 - Park Impact Fund</b>	<b>Current Month Actual</b>	<b>Current Month Budget</b>	<b>Budget Variance</b>	<b>YTD Actual</b>	<b>Annual Budget</b>	<b>% of Budget</b>	<b>Budget Remaining</b>
<b>Revenue Summary</b>							
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Services	669.04	717.75	(48.71)	4,683.28	8,613.00	54.37%	3,929.72
Other Revenue	0.00	3,208.75	(3,208.75)	0.02	38,505.00	0.00%	38,504.98
Transfers	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	669.04	3,926.50	(3,257.46)	4,683.30	47,118.00	9.94 %	42,434.70
<b>Expense Summary</b>							
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Capital Outlay	0.00	3,332.00	(3,332.00)	0.00	40,000.00	0.00%	40,000.00
Reserve	0.00	551.50	(551.50)	0.00	6,618.00	0.00%	6,618.00
Other Expense	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Minor Capital Outlay	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
Expense Totals	0.00	3,925.17	(3,925.17)	0.00	47,118.00	0.00 %	47,118.00

City of Ovilla  
Financial Statement  
As of June 30, 2020

7/8/2020 8:35 AM

<b>800 - Water And Utilities Impact Fee Fund</b>	<b>Current Month Actual</b>	<b>Current Month Budget</b>	<b>Budget Variance</b>	<b>YTD Actual</b>	<b>Annual Budget</b>	<b>% of Budget</b>	<b>Budget Remaining</b>
<b>Revenue Summary</b>							
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Services	4,380.44	4,563.00	(182.56)	40,948.18	54,756.00	74.78%	13,807.82
Other Revenue	0.00	0.00	0.00	0.10	0.00	0.00%	(0.10)
Transfers	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	<u>4,380.44</u>	<u>4,563.00</u>	<u>(182.56)</u>	<u>40,948.28</u>	<u>54,756.00</u>	<u>74.78 %</u>	<u>13,807.72</u>
<b>Expense Summary</b>							
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Repairs - Bldg & Machinery	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Reserve	0.00	4,563.00	(4,563.00)	0.00	54,756.00	0.00%	54,756.00
Other Expense	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Personnel	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Contractual Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	<u>0.00</u>	<u>4,563.00</u>	<u>(4,563.00)</u>	<u>0.00</u>	<u>54,756.00</u>	<u>0.00 %</u>	<u>54,756.00</u>

City of Ovilla  
Financial Statement  
As of June 30, 2020

7/8/2020 8:35 AM

<b>900 - Employee Benefit Trust Fund</b>	<b>Current Month Actual</b>	<b>Current Month Budget</b>	<b>Budget Variance</b>	<b>YTD Actual</b>	<b>Annual Budget</b>	<b>% of Budget</b>	<b>Budget Remaining</b>
<b>Revenue Summary</b>							
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Other Revenue	0.00	0.00	0.00	66,598.15	0.00	0.00%	(66,598.15)
Transfers	0.00	0.00	0.00	13,426.82	0.00	0.00%	(13,426.82)
Revenue Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>80,024.97</u>	<u>0.00</u>	<u>0.00 %</u>	<u>(80,024.97)</u>
<b>Expense Summary</b>							
Employee Benefits	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>14,304.92</u>	<u>0.00</u>	<u>0.00%</u>	<u>(14,304.92)</u>
Expense Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>14,304.92</u>	<u>0.00</u>	<u>0.00 %</u>	<u>(14,304.92)</u>



**HONORABLE MAYOR AND CITY COUNCIL OF OVILLA**  
**Administration Monthly Report**  
**City Manager - City Secretary**

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**ADMINISTRATION, front office, and HR –**

1. Proposed “soft open” date of June 17 postponed.
2. Municipal Court working on outstanding cases from the March Docket that was put on hold (COVID-19), tentatively have August date to begin holding Zoom Court.
3. Public Works Director acclimating very well. Public Works will be full-staffed by July 20.

**BOARDS AND COMMISSIONS –**

**Board of Adjustment:** Met by teleconference in June.

*Board is complete – no vacancies*

**Economic Development Corporation:** No meeting in June.

*Board is complete – no vacancies*

**Municipal Development District:** Has not met.

*1 vacancy*

**Municipal Services Advisory Committee:** Disbanded.

**Park Board Advisory Committee:** met in July – agreed on mid-year budget and 20-21 budget recommendations for council consideration.

*Board is complete – no vacancies*

**Planning and Zoning Commission:** Met by teleconference in July. (Koval SUP)

*1 vacancy*

**CURRENT AND PLANNED DEVELOPMENT PROJECTS-**

**Residential:**

- Bryson Manor Phase III – is currently underway.
- Broadmoor Estates- Pre-construction meeting occurred on July 02, 2020.
  - Inspection fees and tree plan review fees paid.
- Miracle Farms – Development is on hold.

**Infrastructure:**

- Water Street Bridge- Bid notice and documents posted. June 22, 2020 bid opening.
- Parking lot expansion at 701 W. Main -final design July 10. Bid project posting scheduled for July 14, 2020.

**Misc.**

- Working with Brittain & Crawford, LLC to update our map and establish the Historic District.
- Parks Department is working to upgrade listed parks in the budget and begin Cindy Jones rehabilitation.
- Finance to send out RFQ for audit
- Relocation of Public Works, moving of the records retention storage and expansion of Police Station.



# REPORT A CONCERN JUNE 2020

Department Assigned	Concern Address	Date Received	Date Entered	Date In Progress	Date Closed	Concern Description
Administration	610 CREEK VIEW CIR		6/4/2020			Trash not picked up today on Creek View Circle
Administration	610 CREEK VIEW CIR		6/4/2020			Re: RAC 2020 01433–Trash picked up at 8:10pm
Administration	105 COCKRELL HILL RD RD	6/30/2020	6/30/2020		6/30/2020	The Lights in the men`s bathroom at the PD are messing up and out again. Ansley looked at it before and thinks there is an electrical issue. Chief would like for the lights to be looked at and the strobe lighting to be fixed. Please let me know when you can come look at it. This is still an on going issue that has yet to be addressed. First submitted this on 6/15/2020 at noon. Has not been looked at and now its 6/30/2020. Please see that this issue gets addressed soon.

Animal Services	607 GEORGETOWN RD		6/8/2020		6/5/2020	snake bite , snake in yard
Animal Services	103 BENT TREE LN		6/8/2020		6/8/2020	snake on porch- copperhead
Animal Services	502 SAVANNAH DR	6/9/2020	6/9/2020		6/9/2020	deceased dog , remove from property
Animal Services	116 MEADOW GLEN LN	6/8/2020	6/9/2020	6/9/2020		BARKING DOG NUISANCE
Animal Services	600 WILLIAM DR		6/19/2020	6/17/2020	6/23/2020	dog in road possibly injured , brought to shop, veterenarian susan heath examined animal, 8 years old maybe, no fleas, no injuries noted.moving slowly due to age.
Animal Services	707 HOSFORD RD		6/24/2020		6/24/2020	HORSES 1 LRGE 1 SMALL LOOSE ON MALLOY
Animal Services	712 GEORGETOWN RD		6/24/2020		6/24/2020	4 DOGS LOOSE 1 -PYRINESE, 1 GOLDEN , 2 DARK PIT BULL LOOSE ON STREET
Animal Services	102 ASHBURNE GLEN LN		6/24/2020		6/24/2020	FOLLOWED SMALL DOG IN ROAD TO RESIDENCE
Animal Services	210 WILLIAMSBURG LN	6/25/2020	6/30/2020	6/30/2020		BARKING DOG
Animal Services	113 WESTLAWN DR	6/30/2020	6/30/2020	6/30/2020	7/2/2020	UNREGISTERED ANIMAL-DOG

Code Enforcement	7230 CHERRY LN	6/2/2020	6/3/2020	6/3/2020	6/15/2020	TRAILER PARKING IN DRIVE LONGER THAN 48 HOURS
						This home is vacant. No one has lived in it for a long time. The man who owns it said it was trashed so bad inside and bathrooms are covered in mold that it is not habitable. Entire house has to be redone inside. For the past couple of weeks there are people coming and going from this property. It appears they are running a commercial auto business. They do not live there. They keep bringing more vehicles to to property. Today they are now parking in the front yard as well. I do not know if this is a front for something else or if they are actually working on the cars. The amount of traffic coming and going is concerning. This is not a commercial property and no one has leased that home. They stay late in the night drinking and playing loud music. I am requesting you remove the people from the property unless they can provide a lease showing they are renting the home and all the vehicles that are not tagged with that address. Everyday it gets worse. Your help is resolving the illegal use of property and clearing out everyone who does not have a legal document of occupancy would be greatly appreciated.
Code Enforcement	833 E MAIN ST		6/4/2020	6/5/2020		
Code Enforcement	JOHNSON LN	6/4/2020	6/5/2020	6/5/2020	6/18/2020	HIGH GRASS AND WEEDS
Code Enforcement	3322 FM 664	6/4/2020	6/5/2020	6/5/2020	6/11/2020	
Code Enforcement	739 WESTMORELAND RD	5/19/2020	6/5/2020	5/28/2020	6/5/2020	BRUSH
Code Enforcement	111 ROBIN GLEN LN	6/9/2020	6/9/2020	6/8/2020	6/10/2020	received email from Pam Rivers <chelle_76011@yahoo.com, Vice President HOA in Ashburne Glen , possible mosquito in pool of vacant house.
Code Enforcement	606 CEDAR RIDGE CT	6/5/2020	6/9/2020		6/18/2020	BRUSH PILED
Code Enforcement	833 E MAIN ST	6/5/2020	6/9/2020	6/9/2020		JUNK VEHICLE
Code Enforcement	750 COCKRELL HILL RD	6/8/2020	6/9/2020	6/9/2020	6/30/2020	BRUSH PILED
Code Enforcement	203 OVILLA OAKS DR	6/15/2020	6/16/2020	6/16/2020	6/25/2020	BRUSH PILE
Code Enforcement	621 MEADOW LARK DR	6/15/2020	6/17/2020	6/17/2020		TRAILER PARKING
Code Enforcement	606 MEADOW LARK DR	6/16/2020	6/17/2020	6/17/2020		BRUSH PILED
Code Enforcement	616 MEADOW LARK DR	6/17/2020	6/17/2020	6/17/2020	6/23/2020	FENCE CONSTRUCTION WITHOUT PERMIT

Code Enforcement	701 OVILLA OAKS DR		6/25/2020	6/24/2020		<p>Received a phone call from a concerned resident living in Ovilla Oaks that attests to walking in his neighborhood daily. Individual advised that there was a dead live-oak at 701 Ovilla Oaks and he voiced concern of it falling and hurting people or damaging the surrounding area. It is a large live-oak.</p> <p>PW Director and I drove to the location and it is a rather large dead tree and could cause concern if it fell. It is clearly on the residential property. There is what appears to be phone line cable in front of the tree. That could be cause of concern if the tree fell. Not sure what if anything we can do at this time. Please advise.</p>
Code Enforcement	601 BUCKBOARD ST	6/29/2020	6/29/2020		6/30/2020	Large dead split tree hanging over fence.
Code Enforcement	107 SILVERWOOD DR	6/29/2020	6/30/2020	6/30/2020		ACCESSORY BUILDING CONSTRUCTION WITHOUT PERMIT
Facilities	105 COCKRELL HILL RD RD	6/1/2020	6/1/2020		6/2/2020	<p>PLEASE REMOVE EVERYTHING OFF MARQUEE AND REPLACE WITH THE FOLLOWING:</p> <p>NOW HIRING: MAINTENANCE WORKERS APPLICATIONS ONLINE AT CITY OF OVILLA.ORG</p>
Facilities	105 COCKRELL HILL RD RD	6/5/2020	6/5/2020			<p>1. We have 2 books that need to be delivered ASAP</p> <p>2. Desk from council room to trash bin today please.</p> <p>Thank you - G</p>
Facilities	105 COCKRELL HILL RD RD	6/10/2020	6/10/2020	6/12/2020		PLEASE SCHEDULE TO SWITCH CITY MANAGER'S OFFICE WITH CONFERENCE ROOM ON THURSDAY MORNING, 6/11/20
Facilities	105 COCKRELL HILL RD RD	6/10/2020	6/10/2020			<p>NEED TO PAINT SMALL SECTION OF WALL IN FRONT OFFICE</p> <p>NEED TO PAINT CITY MANAGER'S NEW OFFICE</p>
Facilities	105 COCKRELL HILL RD RD		6/15/2020			The Lights in the men's bathroom at the PD are messing up and out again. Ansley looked at it before and thinks there is an electrical issue. Chief would like for the lights to be looked at and the strobe lighting to be fixed. Please let me know when you can come look at it.
Facilities	105 COCKRELL HILL RD RD	6/25/2020	6/25/2020		6/29/2020	The old microwave in kitchen needs to go in trash bin, please.

Facilities	105 COCKRELL HILL RD RD	6/26/2020	6/26/2020		6/29/2020	PLEASE CHANGE MARQUEE TO READ `FIRE WORKS PROHIBITED IN CITY LIMITS' `SEE CITY WEBSITE FOR UPDATES`
Facilities	105 COCKRELL HILL RD RD	6/26/2020	6/26/2020		6/26/2020	Set out clean up day sign and barricades to direct traffic for clean up day
Parks	105 WESTLAWN DR	6/2/2020	6/2/2020		6/2/2020	Need to repair broken septic sprinkler head it was ran over by mower
Parks	105 COCKRELL HILL RD RD	6/4/2020	6/4/2020			Need to clean Heritage Park restrooms
Parks	105 COCKRELL HILL RD RD	6/5/2020	6/5/2020	6/5/2020		Received multiple complaints of the condition of Cindy Jones Park. Specifically the missing swings (bucket) and kiddie cushion. Please check the budget for Silver Spur Park and use those available funds to upgrade what is affordable at Cindy Jones.
Parks	105 COCKRELL HILL RD RD	6/5/2020	6/5/2020			mow and weed eat Heritage Park, Ashburn Glen Park, Silver Spur Park
Parks	105 COCKRELL HILL RD RD	6/8/2020	6/8/2020			pull weeds and old flowers till up dirt prep for new flowers.

Street Department	105 COCKRELL HILL RD RD	6/2/2020	6/2/2020		6/22/2020	install running boards on 2008 3/4 ton pickup
Street Department	600 GEORGETOWN RD	6/3/2020	6/3/2020		6/3/2020	Haul off fallen tree at 600 Georgetown
Street Department	OVILLA OAKS DR	6/4/2020	6/4/2020		6/24/2020	At the intersection of Ovilla Oaks @ Woodridge trim back tree limbs. Blocking view of visibility.
Street Department	733 WESTMORELAND RD	6/4/2020	6/4/2020			At the location Of 733 Westmoreland curve sign and pole has been knocked down by guard rail reset pole
Street Department	123 SUBURBAN DR	6/4/2020	6/4/2020			123 Suburban drainage problems need to cut ditch to grade
Street Department	7010 CEDAR CT	6/5/2020	6/5/2020			Mow right of way
Street Department	OVILLA RD	6/5/2020	6/5/2020			At the intersection of Ovilla rd and E. Highland several pot holes

						<p>I'm hoping this email finds its way to the proper personnel for appropriate action. It was last year when I first reported the road problem. Today, I find the following road condition at the end of Buckboard concerning. Will again try and drive over this multiple times to compact the pieces myself. It seems I will need a pickup truck this time. Anyway, I thought I should report this ASAP. Please take a look at the pictures I've attached. I'm sure the police routine neighborhood check will confirm the problem. Thank you.</p> <p>Bert Holombek (469) 865-0889 714 Buckboard</p> <p>*** ADDITION to ORIGINAL complaint: Good morning Pam. After I took that picture of the road condition and sent to you, I have discovered the upheaval is much worse since yesterday afternoon when the cement truck broke down two houses down and a much heavier truck was called in to tow the cement truck. It made conditions much worse. I went to run an errand yesterday and scraped the bottom of my car. Totally forgot about it. I won't do that again. Anyway, it's serious enough to be a hazard for drivers of small cars. I was going to place some red cones out and realized I have no authority to take that action. Does the city have a heavy truck they can use to roll over the chunks? Perhaps a simple scraping and fill in with rocks will do the trick temporarily. Ask Mike Dooley to check it out when he does his rounds. Actually I was hoping the police would notice such a road hazard and report it to the city. Please ask someone to check this out and confirm I'm not blowing smoke out my pipe. Thank you.</p>
Street Department	714 BUCKBOARD ST	6/10/2020	6/10/2020			
Street Department	905 COCKRELL HILL RD	6/18/2020	6/19/2020		6/19/2020	patch pot hole 900 block of Cockrell Hill Rd
Street Department	SHILOH RD	6/19/2020	6/22/2020			several pot holes Shiloh Rd @ Ovilla Parc
Street Department	JOHNSON LN	6/22/2020	6/23/2020		6/22/2020	At the intersection of Johnson Ln @ Burtonwood need to haul off fallen tree blocking visibility
Street Department	105 COCKRELL HILL RD RD	6/24/2020	6/25/2020			Pot hole Westmoreland, Johnson Ln, Shiloh, Cardinal, Meadowlark
Street Department	SHILOH RD	6/26/2020	6/26/2020			7440 Shiloh Rd west bound lane hole in the road due to separation in culvert
Street Department	610 CREEK VIEW CIR	6/30/2020	6/30/2020			Cracks in road getting wider just north of Woodridge.



Street Department	600 GEORGETOWN RD	6/30/2020	6/30/2020			Cut down dead tree corner of George town and Hosford
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Water/Wastewater	606 MEADOW LARK DR	5/28/2020	6/1/2020		5/29/2020	Bryan called yesterday and spoke with Daniel about getting the water shut off at the meter in order to get some work done at the house. He said Daniel did go out and turn the meter off but water is still going through. Please have someone check the meter and give him a call back. 972-515-3161
Water/Wastewater	606 MEADOW LARK DR		6/1/2020		6/26/2020	Need to replace angle stop at this location.
Water/Wastewater	132 SUBURBAN DR		6/3/2020		6/2/2020	Finished cleaning up dirt work at this location.
Water/Wastewater	134 SUBURBAN DR		6/3/2020		6/2/2020	Finished cleaning up dirt work at this location.
Water/Wastewater	WATER ST		6/3/2020		6/4/2020	Water Dept helped Streets cut and haul off limbs on water. st
Water/Wastewater	1941 DUNCANVILLE RD		6/4/2020			Need to replace wheel valve at the meter with an angle stop. old wheel valve is leaking.
Water/Wastewater	1914 S DUNCANVILLE RD		6/4/2020		6/4/2020	Need to remove tree off of fence at the pump station.
Water/Wastewater	1914 S DUNCANVILLE RD		6/4/2020			Trim all limbs on both sides of roadway from entrance into the pump station grounds
Water/Wastewater	105 COCKRELL HILL RD RD		6/4/2020		6/29/2020	Flush Dead End Hydrants
Water/Wastewater	105 COCKRELL HILL RD RD		6/4/2020		6/17/2020	Take monthly water samples and carry them to the TRA lab in Irving.
Water/Wastewater	807 WESTMORELAND RD		6/4/2020		6/19/2020	Clean up area around the creek that was used to access the creek for service line repair. Behind House!!
Water/Wastewater	603 EDGEWOOD LN	6/4/2020	6/5/2020		6/8/2020	PLEASE GET READING ON ****JUNE 8TH****
Water/Wastewater	105 COCKRELL HILL RD RD	6/8/2020	6/8/2020		6/12/2020	PLACED METER BOOKS IN DANIELS BASKET....PLEASE START METER READS ON ****JUNE 15TH****
Water/Wastewater	325 SHADOW WOOD TRL	6/9/2020	6/9/2020		6/12/2020	PLEASE GET READING & TEST METER...THANKS
Water/Wastewater	103 HIGH RIDGE CT	6/10/2020	6/11/2020		6/12/2020	PLEASE GET READING TODAY JUNE 11
Water/Wastewater	105 COCKRELL HILL RD RD		6/12/2020		6/15/2020	Read Monthly Water Meters.
Water/Wastewater	105 COCKRELL HILL RD RD		6/12/2020		6/12/2020	Randall helped paint and move City Managers office.
Water/Wastewater	806 JOHNSON LN	6/15/2020	6/15/2020		6/18/2020	PLEASE GET READING ON JUNE 18TH...THANKS
Water/Wastewater	105 COCKRELL HILL RD RD		6/17/2020		6/16/2020	Read Monthly Meters

Water/Wastewater	105 COCKRELL HILL RD RD		6/17/2020		6/17/2020	Read Monthly Water Meters
Water/Wastewater	105 COCKRELL HILL RD RD		6/17/2020			Remove old aerobic heads and tee post next to the PD and in field north of the baseball fields.
Water/Wastewater	133 WATER ST	6/15/2020	6/17/2020		6/24/2020	PLEASE GET READING ON ****JUNE 24****
Water/Wastewater	132 SUBURBAN DR		6/17/2020			Cut and lower city side clean out ground level.
Water/Wastewater	119 ROBIN GLEN LN	6/18/2020	6/18/2020		6/18/2020	Water is yellow
Water/Wastewater	137 WATER ST		6/18/2020		6/18/2020	PLEASE LOCK METER BOX @ 137 WATER ST.
Water/Wastewater	412 MONTPELIER LN	6/24/2020	6/24/2020		6/24/2020	PLEASE COLLECT BLUE RECYCLE CART FROM CUSTOMER
Water/Wastewater	203 WINDING WAY CT	6/19/2020	6/26/2020		6/30/2020	PLEASE GET READING ***JUNE 30TH***
Water/Wastewater	200 COCKRELL HILL RD	6/29/2020	6/29/2020		6/29/2020	PLEASE GET READING FOR NEW CUSTOMER ****JUNE 29TH****
Water/Wastewater	203 OAKWOOD LN		6/30/2020		6/29/2020	
Water/Wastewater	330 SHADOW WOOD TRL		6/30/2020		6/29/2020	Water meter replaced 6/29/20 New meter# 01150969 Old reading 2694.8 New reading 0.0