

# **City of OVILLE City Council**

**Rachel Huber, Place One**  
**Dean Oberg, Place Two**

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

**Doug Hunt, Place Four**  
**Michael Myers, Place Five**

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**Friday September 4, 2020**

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

**8:00 AM**

**Council Chamber Room/Teleconference**

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## **SPECIAL MEETING AGENDA**

NOTICE is hereby given 8:00 A.M. in person and 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 OVILLE will conduct the special meeting scheduled at 8:00 A.M. Friday, September 04, 2020 open to the public as well as by telephone conference. In order to advance health safety you must wear a mask while in the Municipal buildings as well as practice "social distancing" by keeping 6 feet apart from other citizens to slow the spread of the Coronavirus (COVID-19).

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: 931 8892 0701**

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

**<https://zoom.us/j/931 8892 0701>**

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 Myers
- US. Pledge of Allegiance and TX Pledge – led by PL4 Hunt

**II. ANNOUNCEMENTS, PRESENTATIONS, COMMENTS**

**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.

# City of OVILLE City Council

Rachel Huber, Place One  
Dean Oberg, Place Two

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

Doug Hunt, Place Four  
Michael Myers, Place Five

## III. CONSENT AGENDA

The following items may be acted upon in one motion. No separate discussion or action is necessary unless requested by a Council Member, in which event those items will be pulled from the consent agenda for individual consideration on the regular agenda during this meeting.

1. Professional Services Agreement Fargo Consultants

## IV. REGULAR AGENDA

ITEM 1. **PUBLIC HEARING AND DISCUSSION - A TAX RATE OF \$0.660000 per \$100 valuation proposed by the governing body of the City of Ovilla, with a Maintenance and Operation Rate of \$0.5200 and a debt rate of \$0.1400**

PROPOSED TAX RATE	\$0.6600 PER \$100
PRECEDING YEAR'S TAX RATE	\$0.6600 PER \$100
NO-NEW TAX RATE	\$0.6318 PER \$100
VOTER APPROVAL TAX RATE	\$0.6826 PER \$100

- a. Presentation made by staff.
- b. Public Hearing to receive comments from the public on proposed tax rate.

ITEM 2. **DISCUSSION/ACTION - Consideration of and action on Ordinance 2020-10 of the City of Ovilla, Texas levying, assessing and fixing the tax rate for the use and support of the municipal government of the city of Ovilla, Texas, and providing for the debt service fund for fiscal year 2020-2021 and apportioning each levy for the specific purpose, and providing for collection of all annual taxes provided by state law; and providing an effective date.**

ITEM 3. **DISCUSSION/ACTION - Consideration of and action on Ordinance 2020-11 of the City of Ovilla, Texas, ratifying the budget for the 2020-2021 tax year that raised more revenue from property taxes than in the previous year.**

ITEM 4. **DISCUSSION/ACTION - Consideration of any item(s) pulled from the Consent Agenda for individual consideration and action.**

## V. ADJOURNMENT

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the September 04, 2020 Special 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.cityofvilla.org](http://www.cityofvilla.org), on or before the 1st day of September 2020 prior to 7:30 a.m., in compliance with Chapter 551, Texas Government Code.

*G Miller*  
G Miller, City Secretary

DATE OF POSTING: 9.1.2020 TIME: 7:30 am/pm  
DATE TAKEN DOWN: \_\_\_\_\_ TIME: \_\_\_\_\_ am/pm



# *City of OILLA 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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**PLEASE SILENCE ALL CELL PHONES & OTHER ELECTRONIC EQUIPMENT WHILE THE CITY COUNCIL MEETING IS IN SESSION.**

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

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

*De conformidad con lo establecido en el artículo 30.06 del Código Penal (entrar sin autorización en una propiedad por parte de un titular de un permiso para portar armas ocultas) una persona con licencia bajo el subcapítulo h, capítulo 411 del código de gobierno (ley de portación oculta de armas), no puede entrar en esta propiedad portando una arma oculta.*

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

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

## PROFESSIONAL SERVICES AGREEMENT

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

### WITNESSETH

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

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

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

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

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

### II. RETAINER

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

*Fargo's services are at the request of the City of Ovilla any additional services beyond the estimated proposal if required will be charged at the same unit rates as in Exhibit B*

### III. PROFESSIONAL QUALITY

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

### IV. PROFESSIONAL LIABILITY

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

performance of this Agreement.

## **V. COMPENSATION**

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

## **VI. DOCUMENTS**

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

## **VII. PAYMENT**

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

## **VIII. TERMINATION**

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

## **IX. INDEMNIFICATION AND INSURANCE**

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

Consultant further agrees to obtain and keep in force, at its sole cost and expense, throughout the term of this Agreement, and in a form and with a company satisfactory to the

City, the following policies of insurance:

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

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

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

## **X. INDEPENDENT CONTRACTOR**

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

## **XI. NOTICES**

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

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

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

Fargo Consulting, Inc.  
2324 Fabens Road  
Dallas, Texas 75229

## **XII. ASSIGNMENT**

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

## **XIII. SEVERABILITY**

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

## **XIV. BINDING EFFECT**

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

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

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

## **XVI. DISPUTE RESOLUTION**

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

## **XVII. AMENDMENT AND WAIVER**

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

## **XVIII. ENTIRE AGREEMENT**

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

## **XIX. LEGAL CONSTRUCTION**

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

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

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

*[Signature page follows]*

EXECUTED and EFFECTIVE 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

FARGO CONSULTANTS, INC.

By:  Date: 8/31/2020  
\_\_\_\_\_  
Kevin Ranjbaran/President  
\_\_\_\_\_  
Printed Name & Title



2324 Fabens Road • Dallas, Texas 75229  
Tel. 214-352-4100 • Fax. 214-352-4811  
[www.fargotexas.com](http://www.fargotexas.com) • TBPE Firm No. F-7270

July 9, 2020

**City of Ovilla Texas**  
105 Cockrell Hill Rd.  
Ovilla, Texas 75154

Attention: Ms. Pamala Woodall

**Proposal for  
Construction Materials Testing  
Water Street Bridge Improvements  
Ovilla, Texas**

Fargo Proposal No. PM20-6146

We are pleased to submit this proposal for construction materials testing, and observation services in connection with the project referenced above.

The information provided to us, as described below, was used as the basis for the estimation of quantities of services in this proposal.

Item	Prepared by	Date
Civil Plans	Eikon Consulting Group	June 12, 2019

The breakdown of our estimated quantities of testing, observation, technician hours, and our estimated total cost is shown in Enclosure #1, attached. Our estimated cost is based on work quantities and sequencing as discussed in Enclosure # 1.

Our charges will reflect only the services requested and performed and all services will be charged in accordance with the unit fees shown on Enclosure # 1. Our services will be performed in accordance with the Terms and Conditions (Enclosure # 2).

## **EXHIBIT A**

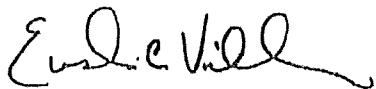
**Page 1 of 2**

To indicate acceptance of our proposal and the terms and conditions, please have a duly authorized person, referred to as "Client," sign and return a copy of this proposal.

We thank you for the opportunity to present this proposal and look forward to providing service. If you have any questions, please do not hesitate to contact our office.

Sincerely,

FARGO CONSULTANTS, INC.



Eusebio "E.C." Villalobos  
Business Development Manager  
O: 972-243-6270 M: 469-818-8295  
[ec@dallasfargo.com](mailto:ec@dallasfargo.com)



Moe Munim, MSCE, PE  
Engineering Division  
O: 214-302-2000 M: 214-251-5353  
[mmunim@dallasfargo.com](mailto:mmunim@dallasfargo.com)

Enclosures: #1 (Cost Estimate)  
#2 (Terms and Conditions)

**CLIENT ACCEPTANCE AND CONTACT INFORMATION**

**CITY OF OVILLA**

Company

Authorizing Signature

RICHARD DORMIER - MAYOR

Name and Title (Please Print)

Date

SHARON JUNGMAN

Accounts Payable Contact

Telephone No.

Sjungman@cityofovilla.org

Email

Email Address

972-617-7262  
Office Telephone No. PAM WOODALL - CITY MGR.  
pwoodall@cityofovilla.org Mobile No.

EXHIBIT A

Page 2 of 2

**COST ESTIMATE**  
Construction Materials Testing  
Water Street Bridge Improvements  
Ovilla, Texas

**\*FARGO DOES NOT CHARGE EXTRA FEES FOR OVERTIME HOURS**  
(Overtime Hours Are Charged At Regular Hourly Rates)

**EARTHWORK**

<u>Description</u>	<u>Quantity</u>	<u>Unit Rate</u>	<u>Amount</u>
Technician Time (per hr.)	25	\$38.00	\$950.00
Technician Time Proof roll Observation (per hr.)	4	38.00	152.00
Gauge Charge (per half day)	3	90.00	270.00
Atterberg Limits, % Passing 200 Sieve Test (each)	4	55.00	220.00
Proctor Test -Standard (each)	2	170.00	340.00
Vehicle Trip Charge (each)	5	25.00	\$125.00
Report review and distribution (per hr.)	2	65.00	\$130.00
	Subtotal:		\$2,187.00

**MISCELLANEOUS CONCRETE, Sampling and Testing**

Testing Freq. of Concrete: 1 Set of 5 Cyl./50 Cubic Yards or Portion Thereof for Each Day's Placement

<u>Description</u>	<u>Quantity</u>	<u>Unit Rate</u>	<u>Amount</u>
Technician Time (per hr.)	30	\$35.00	\$1,050.00
Compressive Strength of Concrete (each)	20	18.00	360.00
Vehicle Trip Charge (each)	6	25.00	150.00
Report review and distribution (per hr.)	2	65.00	130.00
	Subtotal:		\$1,690.00

**ESTIMATED TOTAL: \$3,875.00**

**Please Note:**

- FARGO does not charge extra fee for overtime hours. Overtime hours will be charged at regular hourly rates.
- Technician Time is from portal to portal. A travel time (round trip) of 2 hours will apply for each trip. A minimum charge of 1 hour on - site Tech time will apply per trip for all field services , except for cylinder pickup.
- Fees noted in this proposal are valid for 6 months from the date of this proposal.
- Depending upon the field testing frequency or work load , Fargo may dispatch additional technician(s) to keep up with testing and observation frequencies.

**EXHIBIT B**  
Page 1 of 1

## AGENDA ITEM REPORT

### Items 1 & 2

Meeting Date: September 04, 2020

Discussion Action

Submitted By: Staff

Reviewed By:  City Manager

Department: Finance

Budgeted Expense: YES NO N/A

Amount: \$0.6600 per \$100 of valuation

City Secretary

City Attorney

Accountant

Other: Staff

#### Justification

1. FY 2020–2021 Tax Rate Notice
2. Ordinance 2020-10

#### ITEM 1. PUBLIC HEARING

Receive public comments on the proposed tax rate for Fiscal Year 2020-2021:

**PUBLIC HEARING AND DISCUSSION – A TAX RATE of \$0.6600 per \$100 valuation proposed by the governing body of the City of Ovilla, with a Maintenance and Operation Rate of 0.5200 and a debt rate of 0.1400.**

PROPOSED TAX RATE	\$0.6600 PER \$100
PRECEDING YEAR'S TAX RATE	\$0.6600 PER \$100
NO NEW TAX RATE	\$0.6318 PER \$100
VOTER APPROVAL TAX RATE	\$0.6826 PER \$100

#### Discussion / Justification:

During the August 10, 2020 Regular Council Meeting, the governing body took a record vote on the proposed tax rate for Fiscal Year 2020-2021.

Attached is an ordinance to adopt the tax rate for FY 2020-2021 as proposed.

M&O	\$ 0.5200 per \$100.00 of valuation
Debt Service	\$ 0.1400 per \$100.00 of valuation
Total	\$ 0.6600 per \$100.00 of valuation

PROPOSED TAX RATE	\$0.6600 per \$100
PRECEDING YEAR'S TAX RATE	\$0.6600 per \$100
NO NEW TAX RATE	\$0.6318 per \$100
VOTER APPROVAL RATE	\$0.6826 per \$100

VARIOUS Truth-in-Taxation Law changes occurred in January 2020. Some were calculation changes that are the responsibility of and completed by the Tax Departments. Terminology changes and posting/legal notice requirements were also revised. Additionally, one public hearing is required before Council takes a record vote.

Certain noted revisions that brings public awareness are the terminology changes:  
Effective Tax Rate is now described as the NO NEW RATE  
Rollback Rate is now described as the VOTER APPROVAL RATE

This year's proposed tax rate of \$0.6600 is the recommended rate, the **same** as last year's rate (third consecutive year) and below the voter approval rate. Staff presented the Fiscal Year Budget 2020-2021 to Council on August 31, with a budget based on this proposed tax rate. Council approved the budget in a record vote.

ITEM 2. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2020-10 of the City of Ovilla, Texas levying, assessing and fixing the tax rate for the use and support of the municipal government of the city of Ovilla, Texas, and providing for the debt service fund for Fiscal Year 2020-2021 and apportioning each levy for the specific purpose, and providing for collection of all annual taxes provided by state law; and providing an effective date.

**Motion(s):**

***There are two motions:***  
***THIS MOTION REQUIRES A RECORD VOTE***  
***REQUIRED LANGUAGE FOR MAKING THE MOTION***

August 10, 2020, Council took a record vote on a proposed/recommended Tax Rate of \$0.6600.

***First Motion & Record Vote:***

*I move that the Council hereby **approve/deny** the 2020-2021 property tax rate be a total of \$0.6600 per \$100 valuation with a Maintenance and Operation rate of \$0.5200 and a Debt rate of \$0.1400.*

MAYOR PRO-TEM Griffin \_\_\_\_\_

PLACE 1 Huber \_\_\_\_\_

PLACE 2 Oberg \_\_\_\_\_

PLACE 4 Hunt \_\_\_\_\_

PLACE 5 Myers \_\_\_\_\_

***Second Motion & Vote adopting Ordinance:***

**RECORD VOTE**

*I further move that the Council hereby **approve/deny** Ordinance 2020-10 levying, assessing and fixing the tax rate for the use and support of the municipal government of the City of Ovilla, Texas, and providing for the Debt Service Fund for Fiscal Year 2020-2021 and apportioning each levy for the specific purpose, and providing for collection of all annual taxes provided by state law; and providing an effective date.*

***The budget will be ratified following the approval and adoption of the tax rate.***

***Recommendation / Staff Comments:***

Staff recommends approval.

***Motion(s):***

*I move to approve Ordinance 2020-10 levying, assessing and fixing the tax rate for the use and support of the municipal government of the City of Ovilla, Texas, and providing for the Debt Service Fund for Fiscal Year 2020-2021 and apportioning each levy for the specific purpose, and providing for collection of all annual taxes provided by state law; and providing an effective date.*

RECORD VOTE:

Place 1 Huber

Place 2 Oberg

Place 3 Griffin

Place 4 Hunt

Place 5 Myers

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*Statements required in notice if the proposed tax rate exceeds the no-new-revenue tax rate but does not exceed the voter-approval tax rate, as prescribed by Tax Code §26.06(b-2).*

# NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.6600 per \$100 valuation has been proposed by the governing body of CITY OF OVILLA.

PROPOSED TAX RATE	\$0.6600 per \$100
NO-NEW-REVENUE TAX RATE	\$0.6318 per \$100
VOTER-APPROVAL TAX RATE	\$0.6826 per \$100

The no-new-revenue tax rate is the tax rate for the 2020 tax year that will raise the same amount of property tax revenue for CITY OF OVILLA from the same properties in both the 2019 tax year and the 2020 tax year.

The voter-approval rate is the highest tax rate that CITY OF OVILLA may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that CITY OF OVILLA is proposing to increase property taxes for the 2020 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 4, 2020 at 8:00 AM at <https://zoom.us/j/93188920701>, +1 346 248 7799 US, Meeting ID: 931 8892 0701, or public access to the meeting is available at 105 S. Cockrell Hill Road, Council Chamber Room, Ovilla, TX 75154; however, attendance by telephone conference/video conference is strongly encouraged.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, CITY OF OVILLA is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Council of CITY OF OVILLA at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount = ( tax rate ) x ( taxable value of your property ) / 100

*(List names of all members of the governing body below, showing how each voted on the proposal to consider the tax increase or, if one or more were absent, indicating absences.)*

FOR the proposal:

Place 1 Huber, Place 2 Oberg, Place 3/Mayor Pro Tem Griffin, Place 4 Hunt

AGAINST the proposal:

Place 5 Myers

PRESENT and not voting:

ABSENT:

The 86th Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by CITY OF OVILLA last year to the taxes proposed to be imposed on the average residence homestead by CITY OF OVILLA this year.

	2019	2020	Change
<b>Total tax rate (per \$100 of value)</b>	\$0.6600	\$0.6600	0% increase
<b>Average homestead taxable value</b>	\$292,972	\$302,945	3% increase
<b>Tax on average homestead</b>	\$1,934	\$1,999	3% increase
<b>Total tax levy on all properties</b>	\$2,003,600	\$2,176,040	9% increase

For assistance with tax calculations, please contact the tax assessor for CITY OF OVILLA at 972-825-5150 or [john.bridges@co.ellis.tx.us](mailto:john.bridges@co.ellis.tx.us), or visit [elliscountytax.com](http://elliscountytax.com).

## ORDINANCE 2020-10



**AN ORDINANCE LEVYING, ASSESSING AND FIXING THE TAX RATE FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF OVILLA, TEXAS, AND PROVIDING FOR THE DEBT SERVICE FUND FOR FISCAL YEAR 2020-2021 AND APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSE, AND PROVIDING FOR COLLECTION OF ALL ANNUAL TAXES PROVIDED BY STATE LAW; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Ovilla is a Type A general law city located in Ellis and Dallas Counties, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the City Council of the City of Ovilla hereby finds that the tax for the fiscal year beginning October 1, 2020 and ending September 30, 2021, hereinafter levied for current expenses of the City and the general improvements of the City and its property must be levied to provide the revenue requirement of the budget for the ensuing year; and

**WHEREAS**, the City Council of the City of Ovilla has approved, by a separate ordinance, the budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021; and

**WHEREAS**, the City Council has complied with all statutory and constitutional requirements concerning the levying and assessing of ad valorem taxes.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS** that there is hereby levied and there shall be assessed and collected for the Maintenance and Operation of the municipal government of the City of Ovilla, Texas, and to meet Interest and Sinking requirements for fiscal year 2020-2021, upon all property, real, personal and mixed within the corporate limits of the City subject to taxation, a total tax of **\$0.6600** on each one-hundred dollars (\$100.00) of assessed valuation based on 100% of market value of said property, said tax being so levied an apportioned to the specific purpose herein set forth.

### SECTION ONE

For the maintenance and operation of the general government and for general improvements of the City and its property, known as the General Fund, a tax rate of \$0.5200 on each one-hundred dollars (\$100.00) of assessed valuation of all taxable property shall be adopted, and

### SECTION TWO

For the purpose of paying interest and principle for the redemption of bonds and other long-term obligations heretofore legally issued by the City, known as the Debt Service Fund, a tax rate of \$0.1400 on each one-hundred dollars (\$100.00) of assessed valuation of all taxable property shall be adopted.

## ORDINANCE 2020-10

Taxes are payable in Ovilla, TX, at the office of the Ellis County Tax Collector. The City shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this Ordinance.

**PASSED AND APPROVED ON THIS 04 DAY OF September 2020.**

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MAYOR, Richard A. Dormier

Attest:

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CITY SECRETARY, Glennell Miller

On the following motion by Council Member \_\_\_\_\_: " I move that the Council hereby approve the 2020 Effective Tax Rate of (\$0.6600) with a Maintenance and Operation rate of \$0.5200 and a debt rate of \$0.1400 which will increase revenue from property taxes by \$91,117, with the approval of Ordinance 2020-10, levying, assessing and fixing the tax rate for the use and support of the municipal government of the City of Ovilla, Texas, and providing for the Debt Service Fund for Fiscal Year 2020-2021 and apportioning each levy for the specific purpose, and providing for collection of all annual taxes provided by state law; and providing an effective date; seconded by Council Member \_\_\_\_\_; the above and foregoing ordinance was passed and approved as follows:

Place 1 Councilperson Rachel Huber: Aye\_\_\_\_; Nay \_\_\_\_; Abstain \_\_\_\_; Absent \_\_\_\_

Place 2 Councilperson Dean Oberg: Aye\_\_\_\_; Nay \_\_\_\_; Abstain \_\_\_\_; Absent \_\_\_\_

Mayor Pro Tem/PL3 David Griffin: Aye\_\_\_\_; Nay \_\_\_\_; Abstain \_\_\_\_; Absent \_\_\_\_

Place 4 Councilperson Doug Hunt: Aye\_\_\_\_; Nay \_\_\_\_; Abstain \_\_\_\_; Absent \_\_\_\_

Place 5 Councilperson Mike Myers: Aye\_\_\_\_; Nay \_\_\_\_; Abstain \_\_\_\_; Absent \_\_\_\_

AGENDA ITEM REPORT  
Item 3

Meeting Date: September 04, 2020

Discussion  Action

Submitted By: Staff

Reviewed By:  City Manager  City Secretary  City Attorney  
 Accountant  Other: Staff

Attachments:

1. Ordinance 2020-11

Agenda Item / Topic:

ITEM 3. DISCUSSION/ACTION – Consideration of and action on Ordinance 2020-11 of the City of Ovilla, Texas, ratifying the budget for the 2020-2021 tax year that raised more revenue from property taxes than in the previous year.

Discussion / Justification:

The attachment endorses and validates the approval of Ordinance 2020-09, Fiscal Year 2020-2021 Budget.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

*I move that Council approves & adopts/denies Ordinance 2020-21 ratifying the budget for the Fiscal Year 2020-2021 that will raise more revenue from property taxes than in the previous year.*

RECORD VOTE:

MAYOR PRO-TEM Griffin \_\_\_\_\_

PLACE 1 Huber \_\_\_\_\_

PLACE 2 Oberg \_\_\_\_\_

PLACE 4 Hunt \_\_\_\_\_

PLACE 5 Myers \_\_\_\_\_

## ORDINANCE 2020-11

AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, RATIFYING THE BUDGET FOR THE 2020-2021 TAX YEAR THAT RAISED MORE REVENUE FROM PROPERTY TAXES THAN IN THE PREVIOUS YEAR.

WHEREAS, Title 4, Chapter 102 of the Local Government Code provides that the governing body ratify their budget by a separate vote, separate to the adoption of the fiscal year's budget; and

WHEREAS the fiscal year's budget raised more revenue from property taxes than in the previous year; and

WHEREAS, the City Council approved the levy tax rate that will raise more total revenue for maintenance and operations than last year's rate; and

WHEREAS, this budget will raise more total revenue from property tax revenue than last year's budget by \$91,117 or a 2.56 % increase and of that amount, \$80,126 is tax revenue to be raised from new property added to the tax roll this year.

WHEREAS, this budget will increase total property tax revenue from last year's budget by \$91,117 or a 2.56% increase.

WHEREAS, the City Council on August 31, 2020, passed and approved Ordinance 2020-09, which adopted the budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021.

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

### SECTION 1.

That the budget for the 2020-2021 tax year, that raised more revenue from property taxes than in the previous year is hereby ratified.

### SECTION 2.

That this Ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

*PASSED, APPROVED and EFFECTIVE this 4<sup>th</sup> day of September 2020.*

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MAYOR, Richard A. Dormier

ATTEST:

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CITY SECRETARY, Glennell Miller

## AGENDA ITEM REPORT

### Item 3 – Item(s) pulled from consent agenda

Meeting Date: September 04, 2020

Department: Administration

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted by: Staff

Amount: N/A

#### Attachments:

None

#### Agenda Item / Topic:

ITEM 4. *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 ...