

# 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

Tuesday, October 13, 2020

105 S. Cockrell Hill Road, Ovilla, TX 75154  
6:30 P.M.

Teleconference

## AGENDA

NOTICE is hereby given of a **Regular Meeting** of the City Council of the City of Ovilla, to be held on **Tuesday, October 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, Tuesday, October 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: 943 4226 8245

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

<https://zoom.us/j/94342268245>

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 PL3 Griffin
- US. Pledge of Allegiance and TX Pledge – led by PL5 Myers

### **II. ANNOUNCEMENTS, PRESENTATIONS, PROCLAMATIONS, COMMENTS**

#### • Proclamations

Daughters of the American Revolution – National American Indian Heritage Month – November

Fire Prevention Month – October

#### **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 *OVILLA* City Council

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## 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. ESD #2 – Interlocal Services Agreement FY 2020-2021
2. ESD #4 – Interlocal Services Agreement FY 2020-2021
3. Resolution No. R2020-18 – Amended Org Chart
4. Minutes Regular City Council Meeting 2020.09.14
5. Minutes Special City Council Meeting 2020.09.04
6. Minutes Special City Council Meeting 2020.08.31
7. FY 2020-2021 Revised Calendar & Holidays
8. Reserve Officer Recommendation – A. Flores

## IV. REGULAR AGENDA

- ITEM 1. **DISCUSSION/ACTION** – Eagle Scout Tyler Homouth will update Council on his plans for his Eagle Scout project.
- ITEM 2. **DISCUSSION/ACTION** – Consideration of and action on Resolution No. R2020-16 accepting the Annual Financial Audit Report prepared by Yeldell, Wilson, Wood and Reeve, P.C., for the year ended September 30, 2019.
- ITEM 3. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2020-12 of the City of Ovilla Texas amending Chapter 1, Section 1.02.002 of the Code of Ordinances declaring an official city newspaper and declaring an effective date.
- ITEM 4. **DISCUSSION/ACTION** – Receive recommendation from the Planning and Zoning Commission to consider and act on an amended final plat for Broadmoor Subdivision.
- ITEM 5. **DISCUSSION/ACTION** – Receive recommendation from the Planning and Zoning Commission to consider and act on an amended final plat for Bryson Manor Phase III Subdivision.
- ITEM 6. **DISCUSSION/ACTION** – Receive recommendation from the Thoroughfare Plan Review Committee for a revision to the Thoroughfare plan, directing staff to move forward with required procedures according to the Local Government Code Chapter 213.
- ITEM 7. **DISCUSSION/ACTION** – Consideration of and action on a Landscaping Beautification Agreement by and between the City of Ovilla And Ashburne Glen Homeowners Association.
- ITEM 8. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2020-13 of the City Council of the City of Ovilla, TX amending Chapter 13, “Utilities” of the Ovilla Code of Ordinances by adding a new Article 13.096 “Manage of Fat, Oil and Grease” effective immediately.
- ITEM 9. **DISCUSSION/ACTION** – Receive recommendation from the Park Board Advisory Committee to consider and act on Resolution No. R2020-19 updating Founders Park walking trails.
- ITEM 10. **DISCUSSION/ACTION** – Receive recommendation from the Park Board Advisory Committee to consider and act on Resolution No. R2020-20, an Athletic Field Use and Maintenance Agreement by and between the City of Ovilla and the Ovilla Baseball Fields Association, Inc.



# City of *O*VILLA City Council

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- ITEM 11. **DISCUSSION/ACTION** – Receive recommendation from the Ovilla Park Board Advisory Committee to consider and act on the Annual Christmas Tree Lighting event for 2020.
- ITEM 12. **DISCUSSION** – Discuss and review staff's plans for the reopening of the city facilities.
- ITEM 13. **DISCUSSION/ACTION** - Consideration of and action on Ordinance 2020-14 of the City of Ovilla, Texas, amending sheets 15 and 22 of the City of Ovilla Standard Construction Details adopted by Ordinance 2016-18 and codified as Chapter 3, Article 3.01, Section 3.01.05 of the Code of Ordinances of the City of Ovilla, Texas; authorizing and directing the posting and publication for the amended sheets to the City's website; providing a savings clause; providing a severance clause; providing an effective date; and providing for publication.
- ITEM 14. **DISCUSSION/ACTION** – Consideration of any item(s) pulled from the Consent Agenda for individual consideration and action.

## V. STAFF REPORTS

- **Department Activity Reports / Discussion**
  - Police Department Chief B. Windham
  - Fire Department Chief B. Kennedy
  - Public Works Departments J. Kuykendall
  - Administration
    - 1. Financials (non-reconciled) Finance Director Sharon Jungman
    - a) Monthly Municipal Court Report
    - 2. Monthly Code/Animal Control Reports Code/AC Officer M. Dooly
    - 3. Administration Reports City Manager P. Woodall
    - City Secretary G. Miller

## VI. EXECUTIVE SESSION

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

### A. *Convene into Executive Session.*

**Closed Meeting called pursuant to Texas Government Code §551.072 – Real Property.**

- ES ITEM 1. **DISCUSSION/ACTION** – Closed session called pursuant to Section §551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property.

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

- ES ITEM 2. **DISCUSSION/ACTION** – Deliberate the appointment, employment, evaluation, reassignment and/or duties of the City Manager.
- ES ITEM 3. **DISCUSSION/ACTION** – Deliberate the appointment, employment, evaluation, reassignment and/or duties of the Police Chief.

### B. *Reconvene into Regular (Open) Session*

City of **OVILLA** City Council

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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 October 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 9th day of October 2020 prior to 6:00 p.m., in compliance with Chapter 551, Texas Government Code.

  
G Miller, City Secretary

DATE OF POSTING: 10.09.20 TIME: 3:30 am/pm  
DATE TAKEN DOWN: \_\_\_\_\_ TIME: \_\_\_\_\_ am/pm



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

# PROCLAMATION

**WHEREAS**, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

**WHEREAS**, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today, and

**WHEREAS**, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

**WHEREAS**, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990. Designating the month of November as National American Indian Heritage Month; and

**WHEREAS**, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational and historical activities have been planned;

**NOW, THEREFORE**, I, Richard Dormier, by virtue of the authority vested in me as Mayor of the City of Ovilla do hereby proclaim November as National American Indian Heritage Month, in the City of Ovilla, and urge all our citizens to observe this month with appropriate programs, ceremonies and activities.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Ovilla to be affixed on this the 13<sup>th</sup> day of October, 2020.

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**RICHARD DORMIER**, Mayor





*City of Ovilla*  
**~ PROCLAMATION ~**  
**Fire Prevention Month**

**WHEREAS**, the city of (Ovilla, Texas) is committed to ensuring the safety and security of all those living in and visiting (Ovilla); and

**WHEREAS**, since 1922, our Nation has observed Fire Prevention Week to promote emergency preparedness and reaffirm our enduring commitment to fire safety. This week, we honor and remember the heroic firefighters and first responders who made the ultimate sacrifice to save and protect our citizens, homes, and communities. We express our gratitude for their service to our country, and we encourage all Americans to do their part to prevent dangerous fires. Fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

**WHEREAS**, in 2018, more than 1.3 million fires killed 3,655 people and injured 15,200 more, while causing an estimated \$25.6 billion in direct property loss; and

**WHEREAS**, All Americans should take the dangers of fires seriously and conduct routine inspections of smoke alarms and plan and practice home fire escapes. Such concerted efforts are crucial to stopping fires and their devastating consequences. Working smoke alarms cut the risk of dying in reported home fires in half; and

**WHEREAS**, three out of five home fire deaths result from fires in properties without working smoke alarms; and

**WHEREAS**, in one-fifth of all homes with smoke alarms, none were working; and

**WHEREAS**, when smoke alarms should have operated but did not do so it was usually because batteries were missing, disconnected, or dead; and

**WHEREAS**, (Ovilla's) residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

**WHEREAS**, (Ovilla's) residents should install smoke alarms and alert devices that meet the needs of people who are deaf or hard of hearing; and

**WHEREAS**, (Ovilla's) residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

**WHEREAS**, (Ovilla's) first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

**NOW, THEREFORE**, I, Mayor of the City of Ovilla, call upon all citizens of the City to observe October as **Fire Prevention Month** to join in commemorating firefighters, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the safety and security of all citizens.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the official seal of the City of Ovilla to be affixed this 13<sup>th</sup> day of October in the year 2020.

\_\_\_\_\_  
Mayor Richard Dormier





10.13.2020

## Consent Items C1-C8

To  
Honorable Mayor  
and Council

From  
Staff

CC  
Applicable  
Departments

1. ESD #2 – Interlocal Services Agreement FY 2020-2021
2. ESD #4 – Interlocal Services Agreement FY 2020-2021
3. Resolution No. R2020-18 – Amended Org Chart
4. Minutes Regular City Council Meeting 2020.09.14
5. Minutes Special City Council Meeting 2020.09.04
6. Minutes Special City Council Meeting 2020.08.31
7. FY 2020-2021 Revised Calendar & Holidays
8. Reserve Officer Recommendation – A. Flores

### BACKGROUND AND JUSTIFICATION:

**C1:** ESD #2 Interlocal Services Agreement

**STAFF RECOMMENDATION:** Staff recommends approval

**C2:** ESD #4 Interlocal Services Agreement

**STAFF RECOMMENDATION:** Staff recommends approval

**C3:** Resolution No. R2020-18 – Amended Org Chart

**STAFF RECOMMENDATION:** Staff recommends approval

**C4:** Minutes 2020.09.14

**STAFF RECOMMENDATION:** Staff recommends approval

**C5:** Minutes 2020.09.04

**STAFF RECOMMENDATION:** Staff recommends approval

**C6:** Minutes 2020.08.31

**STAFF RECOMMENDATION:** Staff recommends approval

**C7:** Revised - Calendar & Holidays

**STAFF RECOMMENDATION:** Staff recommends approval

**C8:** Recommendation – Reserve Officer OPD

**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)



**INTERLOCAL AGREEMENT FOR PROVIDING  
EMERGENCY SERVICES**

**STATE OF TEXAS**

§

§

**COUNTY OF ELLIS**

§

This Interlocal Agreement for Providing **EMERGENCY SERVICES** ("Agreement"), effective as of October 1, 2020, by and between **ELLIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2** ("District"), a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Health and Safety Code, as amended ("H&S Code") and the **CITY OF OVILLA** ("City"), a general law city duly organized and operating under the laws of the State of Texas.

**WITNESSETH**

**WHEREAS**, the District is a duly organized emergency services district, created to protect life and health, and for such other purposes as determined by the District under Chapter 775 of the H&S Code, with full authority to carry out the objects of its creation; and

**WHEREAS**, City is a general law city of the State of Texas; and

**WHEREAS**, District and City are authorized to enter into an agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

**WHEREAS**, District and City desire to enter into an agreement, whereby City will perform certain government functions and services for District, which functions and services will be limited to providing certain emergency services ("Emergency Services," as hereinafter defined) within the entire response area of the District ("Service Area," as hereinafter defined); and

**WHEREAS**, District and City agree that it is desirable, and District has determined that it is in the best interest of the residents and property owners of the District, to enter into an agreement for Emergency Services whereby the City will provide Emergency Services within the Service Area;

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree each with the other as follows:

**ARTICLE I.**  
**DEFINITIONS**

**Section 1.01**     Definitions.

In addition to other terms defined herein, the following terms shall have the meanings assigned to them in this Article I whenever they are used in this Agreement.

A.     Board. The Board of Commissioners for the District.

ESD NO. 2  Ovilla \_\_\_\_\_

B. Service Area. The geographic area of the District as it exists from time to time. City acknowledges that the Service Area boundaries are subject to change from time to time as a result of District annexations or de-annexations.

C. Emergency Services. All fire protection and suppression services, rescue, emergency medical and other services to be made available to the District pursuant to this Agreement. Emergency Services include:

1. Fire protection and suppression to protect people and property;
2. Fire prevention education; and
3. Emergency medical service as a first responder organization, including, but not limited to, providing advanced life support and emergency medical treatment on scene, including the use of certain techniques such as automatic external defibrillators; and
4. Other services, as may be mutually agreed upon in writing by the District and City.

D. Equipment. All apparatus and related equipment provided by District for use by City in providing the Emergency Services under this Agreement.

E. Fiscal Year. The period from October 1 through September 30.

F. Facilities. The Larry C. Marlow Fire Station Annex ("Fire Annex"), located at 105 S. Cockrell Hill Road, Ovilla, Texas 75154.

## **ARTICLE II.**

### **REPRESENTATIONS AND WARRANTIES**

#### **Section 2.01**     District's Representations and Warranties.

The District represents and warrants that it is a political subdivision of the State of Texas created and operating pursuant to the H&S Code and has the authority to enter into this Agreement and the transactions contemplated hereby, and to carry out its obligations.

#### **Section 2.02**     City's Representations and Warranties.

A. City is a general law city, a political subdivision of the State of Texas, created and operating pursuant to the Texas Constitution and the Texas Local Government Code, and has the authority to enter into this Agreement and the transactions contemplated hereby and to carry out its obligations.

B. Neither the execution or delivery of this Agreement nor the consummation of the transactions or fulfillment of the obligations contemplated hereby conflicts with or results in a breach of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which City is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever on any property or assets of City.

- C. City is familiar with the boundaries of the Service Area.

### **ARTICLE III.**

#### **SERVICE TO BE PROVIDED**

##### **Section 3.01    General.**

A. During the term of this Agreement, City will provide Emergency Services to the Service Area on a 24-hour-per-day, seven-day-a-week basis. The Emergency Services shall be performed in accordance with City's SOPs and City Fire Department personnel job qualifications as they exist on the effective date of this Agreement (or as subsequently modified, provided that such modified version is approved in writing by the District), and shall be at least equal to the Emergency Services provided by City within its corporate boundaries. City may, and it is anticipated that it will, call upon its mutual aid agreements with other Emergency Services providers in the event of a need for additional Emergency Services capability in the Service Area.

B. City agrees that in the event City receives official notice of an alleged material breach of compliance with state, local, or federal laws, regulations, or ordinances related to the City's obligations under this Agreement, City will notify the District within 10 working days of such alleged breach. City will notify the District of the final disposition of such allegations within 10 working days of receipt of written notice.

C. City's Fire Chief or his/her designated representative agrees to attend the District's regular or special meetings when requested by the Board.

##### **Section 3.02    Personnel.**

A. City shall only utilize responsible, competent, and well-trained personnel in delivering the Emergency Services and must conduct regularly scheduled training sessions to ensure fulfillment of this duty, in accordance with the City's SOPs, City Fire Department personnel job qualifications, and the regulations promulgated by the Texas Commission on Fire Protection and the Texas Department of State Health Services.

B. At all times, City shall maintain a minimum on-duty staffing at the Ovilla Fire Station of at least three individuals who are certified as firefighters by the Texas Commission on Fire Protection ("TCFP") and at least two of these individuals shall be licensed Paramedics.

C. City shall retain at least five Captain positions for Emergency Services personnel.

D. City will maintain a personnel policy for all Emergency Services employees, which must include policies addressing discrimination, sexual harassment, and chain of command. The policy must be made available to the District upon request.



**Section 3.03     Facilities and Equipment.**

A.        District will provide certain Equipment and Facilities, as set forth on Exhibit "A", for use by City in providing the Emergency Services to the Service area, as well as for use by City in providing emergency services within its own geographical boundaries and in providing mutual or automatic aid, as set forth in Section 3.06. City may also use any other District facilities or equipment not referenced on Exhibit "A" in order to provide Emergency Services. District may, in its reasonable discretion and from time to time, make substitutions and additions to the Equipment listed on Exhibit "A" without further amendment to this Agreement.

B.        The parties agree that all Facilities and Equipment belonging to the District and/or paid for by the District, in whole or in part, and used in the provision of the Emergency Services, are and will remain under the sole ownership, management and budgetary authority of the District, and that any equipment and personnel of the City used in the provision of the Emergency Services are and will remain under the sole ownership, management and budgetary authority of the City.

C.        Maintenance:

1)        City agrees to use the Equipment only in a manner contemplated by any and all applicable guidelines, warranties and NFPA Codes. City shall maintain all Equipment in good condition and repair, save for normal wear and tear. City agrees and acknowledges that it is responsible for all costs of operation and maintenance of the Equipment, including, but not limited to, fuel, repairs, preventative maintenance, tire replacement, insurance coverage (as provided in Article IV), daily cleaning, and general upkeep of the Equipment.

2)        City is responsible for supplying any equipment not included on Exhibit "A" or otherwise provided by District in accordance with Section 3.03A.

D.        Damage to or Removal of Equipment or Facilities:

1)        Any damage to Equipment or Facilities arising out of misuse, abuse, or negligence on the part of City personnel will be the sole responsibility of City. In the event of a dispute as to the existence of misuse, abuse or negligence, the parties will each select a representative and will agree upon a neutral third-party to act as arbitrator and will submit to binding arbitration.

2)        City shall not remove any Equipment for use in other locations without the District's prior written approval.

E.        Facilities:

1.)        City shall have exclusive right to occupy the Fire Annex and to use the Fire Annex for governmental uses and purposes, including using the Fire Annex as a fire station.

2.)        City shall have the sole responsibility to keep, maintain, repair and operate the Facilities and all the improvements to the Facilities at City's sole cost and expense. City shall maintain the Facilities and the improvements and appurtenances thereto, in a presentable condition consistent with good business practice and in a safe, neat and good physical condition.

3.) City agrees that in the event it shall become necessary to make changes to the plumbing, wiring or similar installations of the Facilities, City will make such changes and installations at its sole cost and expense.

4.) City shall assume and pay for all costs or charges for utility services furnished to the Facilities during the term of this Agreement.

5.) City shall provide for the adequate sanitary handling and disposal away from the Facilities of all trash, garbage and other refuse caused or created as a result of the operation of its governmental business.

**Section 3.04**     Dispatch Services

The City acknowledges that the City of Midlothian will dispatch all responses to calls for Emergency Services originating within the Service Area. The City shall respond to all calls to which it is dispatched by the City of Midlothian.

**Section 3.05**     Reporting to District.

A.     Reports

The City shall provide reports in a timeframe and format as agreed to by the District's Board and the City's Fire Chief.

B.     Other Information

The City shall provide or cause to be provided to the District, or to any agent of the District, such reports or information concerning the Emergency Services provided by the City as the District may reasonably request. Such reports may include, at the District's discretion, response times for the various calls made by the City, types of calls, and any other information reasonably requested by the District.

**Section 3.06**     Non-Exclusive Agreement and Mutual Aid.

City hereby acknowledges and agrees that it has a responsibility to the Service Area under this agreement as well as to the City. The District hereby acknowledges that the City also serves and will continue to serve the City.

**Section 3.07**     Approvals and Permits.

City must obtain and maintain all necessary licenses, permits, and approvals, as the case may be, that are necessary from any governmental bodies or agencies having jurisdiction in connection therewith for the provision of Emergency Services to the Service Area as called for by this Agreement.

**Section 3.08**     District Office and Meeting Location.

A.     The District has entered into a Lease Agreement with the City for the real property on which the Fire Annex is located, effective February 8, 2016. The previous Lease and Sublease between the parties were terminated by mutual agreement.

B. The District will continue to designate the Fire Annex as the District's office as required by Section 775.036 (f) of the Texas Health and Safety Code. The City shall provide this office for the District at no cost to the District. The City shall also provide the District with use of a computer workstation in the Fire Annex, computer server hard drive space for District's accounting software and documents, and a climate-controlled area for a District filing cabinet, all at no cost to the District. The City's Fire Chief will determine what constitutes reasonable access to the Fire Annex and use of a computer workstation by District Commissioners, but in no event shall "reasonable access" be less than seven, 24-hour periods per month.

C. Additionally, the District may use the Fire Annex training room for District meetings, CERT training, or other events as agreed upon in advance by the Fire Chief at no cost to the District.

#### **ARTICLE IV.**

#### **INSURANCE AND INDEMNIFICATION**

##### **Section 4.01     Insurance.**

A. City facilities and equipment: The City must insure all of the City's facilities and equipment, or cause them to be insured, for loss or damage of such kind usually insured against by entities similarly situated. The City shall designate the District as an additional insured on any liability insurance or liability risk pool coverage that covers any Emergency Services offered by the City.

B. Equipment. City shall insure the Equipment, and shall designate the District as a loss payee and additional insured on the policy or policies covering the Equipment. City shall secure a letter from the insurer's underwriter indicating that any District personnel who may occasionally use the Equipment are covered by the policy or policies, and provide a copy of that letter to the District within 10 days of annual policy renewal during each year this Agreement is in place.

C. Facilities. Beginning January 1, 2017, City shall insure the Facilities for all risks and in an amount agreeable to the District that will fully cover the total value of the Facilities. Such insurance shall list District as a loss payee and additional insured. The City shall provide a copy of the certificate of insurance on the Facilities to the District within 10 days of annual policy renewal during each year this Agreement is in place.

D. Workers Compensation Insurance: At all times during the term of this Agreement, City must maintain Worker's Compensation Insurance with respect to all paid employees, and volunteer members that volunteer directly for the City.

##### **Section 4.02     Indemnification.**

To the fullest extent permitted by law, each party shall and does hereby agree to indemnify, protect, defend, and hold harmless the other party, its officers, agents and employees, for, from and against all claims, demands, liabilities, damages, costs, suits, losses, liens, expenses, causes of action, judgments, and fees (including court costs, attorney's fees, and costs of investigation), of any nature, kind, or description, by, through, or of any person or entity whomsoever arising out of,

or alleged to have arisen out of, (in whole or in part) the Emergency Services to be performed, or in any way related to the Emergency Services..

**Section 4.03     Liability**

Specifically citing Texas Government Code Section 791.006 (a-1), the parties agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing first response EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, is the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual party performing such acts. This specifically includes, but is not limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The parties agree that the assignment of liability described in this Article IV is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

It is expressly understood and agreed that a Party will not be held liable for the actions of any of the other Party's employees or volunteer members while in any manner furnishing services under this Agreement.

**ARTICLE V.**  
**PAYMENTS**

**Section 5.01     Preparation of Budget.**

A.     The City agrees to submit, for review by the District, a preliminary draft of the portion of the City's proposed budget that relates to the provision of Emergency Services. The City agrees to submit the updated budgetary information to the District at least 30 days before final adoption by the City Council.

B.     The City's budget must include all operation, maintenance and capital expenses proposed by the City for Emergency Services.

**Section 5.02     Payments to City.**

A.     In consideration of City providing the Emergency Services under this Agreement, District will pay to City a sum, based on a contract price of \$190,000 per year, to be paid as follows:

- 1)     Initial payment of \$95,000 due March 15, 2021; and
- 2)     A Final payment of \$95,000 due September 15, 2021.

B.     In further consideration of City providing the Emergency Services under this Agreement, District will pay to City a one-time sum of \$32,000 within 30 days after receiving the City's written confirmation of the purchase and installation of a new station alert system. The total price for the new station alert system must equal or exceed \$32,000 in order for the City to receive the full amount of the one-time payments.



C. For any shift where there are less than three firefighters on duty, the District will deduct \$360 from the next applicable payment in Section 5.02 for each firefighter below the minimum staffing of three.

D. Expenses incurred during the term may be paid only with funds from the Fiscal Year's budget associated with the term.

**Section 5.03** Payments from Current Revenues.

All payments made by either party under this Agreement shall be from current revenues.

**ARTICLE VI.**  
**MISCELLANEOUS**

**Section 6.01** Acquisition, Title to and Ownership of Assets

A. Pursuant to State law, all assets provided to the City or assets purchased or leased at any time using District funds, whether such funds were used to acquire or lease the asset in whole or in part, shall remain the property of the District regardless of title, and regardless of how or by whom the asset is used. If the District provides less than 100% of the funds required to purchase or lease an asset, the District's ownership in that asset shall be equal to the proportionate share of the funds provided.

B. From the Effective Date of the Agreement forward and notwithstanding any other provision in this Agreement, the District retains an ownership interest in all assets acquired or leased using District funds, whether funded by the District in whole or in part, in proportion to the amount of the acquisition price or lease expense paid by the District. The District agrees to make such assets fully available to, and to place such assets in the possession of, the City, to be used by the City in accordance with this Agreement and the protocols adopted by the City from time to time.

C. The City may not sell, trade, assign or convey to another person or entity any asset provided to the City by the District or acquired or leased in whole or in part using District funds without prior written approval of the District.

**Section 6.02** Independent Contractor.

Nothing in this Agreement may be construed to make either party the partner or joint venturer of or with the other party. It is further agreed that in the performance of all obligations of City under this Agreement, City is an independent contractor with the right to supervise, manage, control, and direct the performance of the Emergency Services required under this Agreement. The District will look to City for results only and the District will not direct or oversee City or its agents, members, employees or volunteers in the delivery of such Emergency Services, or the manner, means, or methods by which the Emergency Services are performed or the manner in which City conducts its internal operations, except with regard to financial and fiscal matters.

**Section 6.03     Governmental Immunity**

The fact that District and City accept certain responsibilities relating to the rendition of Emergency Services under this Agreement as a part of their responsibility for providing protection for the public health, makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be and it is hereby invoked to the extent possible under the law. Neither District nor City waives nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

**Section 6.04     Term of Agreement.**

This Agreement is for the period of October 1, 2020 to September 30, 2021, after which time this Agreement shall terminate unless otherwise agreed to by the parties. Under no circumstances has the District agreed to pay funds to City or adopt a budget for certain levels of expenditures except upon the adoption, from time to time, of the referenced annual budgets, nor beyond any one year at a time under the term of this Agreement. The parties may, upon mutual agreement and consideration, renew the Agreement for successive one-year terms.

**Section 6.05     Termination of Agreement.**

If either Party desires to terminate this Agreement without cause prior to the expiration of the term, such Party must provide at least 60 days' written notice to the other Party. In addition, a Party may terminate this Agreement for cause as a result of a material breach of this Agreement. If the termination of this Agreement is for cause, the non-breaching Party must provide the breaching Party written notice clearly identifying the specific breach and providing a minimum 30-day cure period prior to terminating this Agreement under this provision. This Agreement may only be terminated for a material breach after a right to cure period has been exhausted. In the event of termination by either party, the District shall compensate the City pro-rata for all Emergency Services performed through the termination date, together with any reimbursable expenses then due pursuant to this Agreement.

**Section 6.06 Notices.**

All notices, certificates or other communications hereunder shall be deemed given when delivered by regular mail, hand delivery, or facsimile addressed as follows:

If to District, at: President  
Ellis County Emergency Services District No. 2  
105 S. Cockrell Hill Road  
Ovilla, Texas 75154  
Facsimile: 888-603-8357

With a copy to: Kelli A. N. Carlton  
The Carlton Law Firm, P.L.L.C.  
2705 Bee Cave Road, Suite 200  
Austin, Texas 78746  
Facsimile: (512) 900-2855

If to City, at: City Manager  
City of Ovilla  
105 S. Cockrell Hill Road  
Suite 2  
Ovilla, Texas 75154  
Facsimile: \_\_\_\_\_

The District or City may by notice hereunder designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

**Section 6.07 Binding Effect.**

This Agreement inures to the benefit of and is binding upon the District and City.

**Section 6.08 Severability.**

In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof. Such invalid or unenforceable provision shall be severed from all other provisions while all other provisions remain in full force and effect.

**Section 6.09 Execution and Counterparts.**

This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original and all of which shall constitute one and the same instrument.

**Section 6.10 Captions.**

The captions or headings in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of any provision or section of this Agreement.

**Section 6.11 Governing Law.**

The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

**Section 6.12 Venue.**

This Agreement is fully performable and enforceable in Ellis County, Texas, wherein venue hereunder shall lie.

**Section 6.13 Entirety of the Agreement.**

This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter, save and except the Lease Agreement between the City and the District dated February 8, 2016.

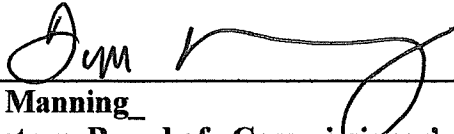
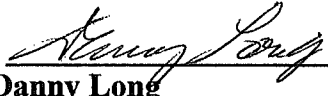
**Section 6.14 Assignment and Modification**

City may not assign this Agreement, in whole or in part, without obtaining the prior written consent of the District. Further, this Agreement may be modified only by written mutual agreement and signed by both parties.



IN WITNESS WHEREOF, the District and City have executed this Agreement in their respective names, have affixed their respective seals, and the duly authorized officers have attested to the signatures.

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

<b>ATTEST:</b>  By: <u></u> Tom Manning Secretary, Board of Commissioner's	<b>ELLIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2</b>  By: <u></u> Danny Long President, Board of Commissioners
<b>ATTEST:</b>  By: _____ Printed Name: _____ Title: _____	<b>CITY OF OVILLA</b>  By: _____ Printed Name: _____ Title: Mayor

## **EXHIBIT "A"**

The following Facility is part of the Agreement:

1. The Larry C. Marlow Fire Annex, located at 105 S. Cockrell Hill Rd., Ovilla, Texas 75154.

The following Equipment is part of the Agreement:

1. One 99576 000024 Lucas 2, 2.1 Chest Compression System;
2. One 2016 300205-497 Pierce Dash CF Pumper; and
3. Any additional Equipment purchased in whole or in part with District funds and placed in the service of the City under this Agreement.

**INTERLOCAL COOPERATION AGREEMENT  
FIRE PROTECTION AND FIRST RESPONDER SERVICES**

THIS AGREEMENT is made and entered into this 13<sup>th</sup>, day of October 2020, by and between Ellis County Emergency Services District #4, a political subdivision of the State of Texas, hereinafter referred to as "District" and the City of Ovilla, a municipal corporation located in Ellis County, Texas, hereinafter referred to as "City;"

WHEREAS, District is a duly organized political subdivision of the State of Texas engaged in the administration of the Ellis County Emergency Services district #4 and the provision of emergency services for the benefits of the residents of the District; and

WHEREAS, City is a municipal corporation, duly organized and operating under the laws of the State of Texas, and is engaged in the provision of fire protection services and emergency medical first responder services for the benefit of the City of Ovilla; and

WHEREAS, City is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fires and prevention of damage to property and injury to persons from fire, and has in its employ and/or service trained personnel whose duties are related to the use of such vehicles and equipment as well as the provision of emergency medical services in the capacity of a first responder; and

WHEREAS, District and City mutually desire to be subject to and contract pursuant to provisions of the Government Code, Chapter 791, the Interlocal Cooperation Act, and Chapter 352 of the Local Government Code,

NOW, THEREFORE, District and City, for the mutual promises, covenants, agreements, and consideration stated herein, agree as follows:

**SECTION 1  
TERM**

The term of this Agreement shall be for the period of October 1st, 2020 to and through September 30, 2021.

**SECTION 2  
SERVICES PROVIDED**

The services to be rendered in accordance with this Agreement by City are the fire protection and emergency medical first responder services normally rendered by City to citizens of Ovilla to the areas determined by agreement with the Ovilla Fire Chief as stated in Exhibit A of this agreement.

**SECTION 3**  
**RESPONSE AREA AND DISPATCH PROCEDURES**

The Fire Chief for the City of Ovilla will establish response criteria, response area, and dispatch procedures for all calls within the boundaries of the District as stated in Exhibit A of this agreement. Boundaries of ESD #4 may be identified by the ROISD boundaries. The cities of Oak Leaf and Pecan Hill are included in the boundaries of ESD #4. The Cities of Red Oak, Ovilla and Glenn Heights do not fall within the boundaries of the ESD #4.

**SECTION 4**  
**9-1-1 COORDINATOR**

The Ellis County 9-1-1 Coordinator will be the 9-1-1 Coordinator for ESD #4.

**SECTION 5**  
**COMPENSATION**

The fiscal year shall be the first day of October to the last day of September. The Fire Chief shall submit an annual budget request to the ESD Board for approval prior to the start of the fiscal year. Typically, the Fire Chief will complete this process during the preparation of the city budget process.

The District agrees to pay the City from the budgeted available funds \$14,000.00 base rate and \$53,841.06 for number of responses in the ESD. This would result in an average run cost of \$727.58 and would currently provide OFD with \$67,841.06 of the projected revenue. The District will have an additional 90 days from the beginning of the Agreement to finalize total run averages based on the information provided from the Fire Chief. Payments will be made in three (3) equal payments of \$22,613.69 throughout the fiscal year. These payments will be made in January, May, and September of the contract year. Payment is to be delivered to the Fire Chief, 105 S. Cockrell Hill Road. The ESD will be solely liable for these payments from its revenues and the title to capital equipment purchase shall be vested in the City.

The City agrees that it may defer any or a portion of the quarterly payments due under this agreement in the event that the District tax revenues have been significantly reduced as a result of economic conditions and the COVID-19 pandemic. The City and District shall enter into an appropriate deferral payment plans agreement.

## **SECTION 6 DISTRICT'S OFFICE**

The District will designate 547 N. Methodist, Central Fire Station, as the District's office as required by Section 775.036 (f) of the Texas Health and Safety Code. The District will also have use of a computer workstation in the Fire Station, computer server hard drive space for District's accounting software and documents, and area for a District filing cabinet. The Fire Chief will determine access to the Fire Station and use of a computer workstation by District Emergency Commissioners. The District may use the Fire Station training room for District meetings, or other events as agreed upon in advance by the Fire Chief.

## **SECTION 7 MONTHLY REPORTS**

The Dept. will provide the District monthly fire department fire and EMS response reports for responses in the District. The reports should include response times, incident types, and department activity in the District. The District will use these reports for District Fire/EMS service plan upgrades to meet State and National standards.

## **SECTION 8 TERMINATION**

This Agreement may be terminated at any time, by either party giving sixty (60) days advance written notice to the other party. In the event of such termination by either party, City shall be compensated pro rata for all services performed to termination date, together with reimbursable expenses then due and as authorized by this Agreement.

## **SECTION 9 ENTIRE AGREEMENT**

This Agreement represents the entire and integrated Agreement between District and City and supersedes all prior negotiations, representations, and/or Agreements, either written or oral. Except as otherwise specifically provided, any change in the terms of this contract shall be made by an amendment in writing and signed by both District and City.

## **SECTION 10 GOVERNMENTAL IMMUNITY**

The fact that District and City accept certain responsibilities relating to the rendition of fire protection services and emergency medical services (first responder) under this Agreement as a part of their responsibility for providing protection for the public health, makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be and it is hereby invoked to the extent possible under

the law. Neither District nor City waives nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

## **SECTION 11 INDEPENDENT CONTRACTOR**

It is understood and agreed that the services of the City are furnished by the City as an independent contractor and that the City shall exercise independent discretion and judgment to determine the method, manner and means of performance of its contractual obligations.

## **SECTION 12 LEGAL AUTHORITY**

The City represents that it possesses the practical ability and legal authority to enter into this contract, receive and manage the funds authorized by this contract, and to perform the services the City is obligated to perform hereunder.

The person signing this contract on behalf of the City warrants that he has been duly authorized by the City to execute this agreement on behalf of the City and to bind the City to all terms herein set forth.

The person signing this contract on behalf of the District warrants that he has been duly authorized by the District to execute this agreement on behalf of the District and to bind the District to all terms herein set forth.

## **SECTION 13 SEVERABILITY**

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

## **SECTION 14 EXHIBITS**

The exhibits identified below are a part of this agreement:

1. Exhibit A (Response Procedures).
2. Exhibit B (District Map).

**SECTION 15  
ASSIGNMENT**

This Agreement may not be assigned by any party hereto without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written consent of the other party hereto.

**SECTION 16  
GOVERNING LAW**

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

**SECTION 17  
NOTICE TO PARTIES**

Any notice to be given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested.

Notice to District:	Attn: Ray Brindle ESD#4 547 N. Methodist Street Red Oak, Texas 75154
Notice to City:	Attn: Brandon Kennedy, Fire Chief City of Ovilla Fire Department 105 S. Cockrell Hill Road Ovilla, Texas 75154
With copy to:	The MacFarlane Firm, PC Attorneys & Counselors at Law Dallas Communications Complex 400 E. Royal Lane, Suite 290 Irving, Texas 75039 Telephone: 972-725-9341 Facsimile: 888-453-8006

Signed this 13th, day of October 2020.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #4

By:\_\_\_\_\_

Its:\_\_\_\_\_

CITY OF OVILLA

By:\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Secretary



## EXHIBIT A

Agreement of response area, response criteria, and dispatch procedures between Red Oak Fire Rescue (ROFR) and Ovilla Fire Department (OFD):

A. All of the ESD has been divided into response areas known as Box Numbers. These Box Numbers stipulate which Station has the shortest run time to this area within the Box. Red Oak Box Numbers are 8000 and 9000 series. Ovilla Fire Department Box Numbers are 7000 series.

A. ROFR response to ESD

1. ROFR will provide a first responder company from the closest station to all EMS calls throughout the ESD.

1. If no ROFR first responder is available, ROFR will notify AMR and make notification. AMR shall indicate if mutual aid is requested.

2. If ROFR is unable to respond first responder service, ROFR will request first responder service from OFD.

3. ROFR will respond to all Structure Fire calls throughout the ESD.

4. ROFR will respond to all other calls in the ESD with the exception of those occurring in the 7000 series of Box Numbers.

5. ROFR will respond to any other call in the 7000 series of Box Numbers if OFD is unavailable, or anytime requested by OFD.

A. OFD Response to ESD

1. OFD will provide first EMS to calls occurring in the 7000 series of Box Numbers.

1. OFD will respond to all calls occurring within the 7000 series of Box Numbers.

2. OFD will respond to any other fire or EMS call in the ESD if ROFR is unavailable, or anytime requested by ROFR.

A. Simultaneous Response and Special Circumstances

1. On all calls where both departments are dispatched simultaneously, the first arriving department shall advise the other department whether to continue to the scene, stage at the intermediate location, or return to their station.

1. Special circumstances such as drought, severe weather, or equipment out-of-service may necessitate a response identical to Structure Fires on other types of incidents. The Chiefs of the ROFR and the OFD will mutually determine the types of calls and the time period of this variance.

A. Dispatch Procedures

1. The Northern Ellis Emergency Dispatch (NEED) Center (Dispatch) has been provided with a map that outlines the response areas (Box Numbers) as defined in this agreement.

1. If Dispatch fails to tone-out either ROFR or OFD as specified above, the department not dispatched will immediately request the Dispatcher to transmit the proper tone-out and will initiate the correct response to the call.

## **RESOLUTION NO. R2020-18**

**WHEREAS**, the Ovilla City Council, through Ordinance 2020-09 established the Fiscal Year Budget 2020-2021 that included an organizational chart (Resolution R2020-14); and

**WHEREAS**, the Ovilla City Council has adopted Resolution R2020-14, an organizational chart establishing a chain of command and lines of communication; and

**WHEREAS**, the Ovilla City Staff recommended to Council a revised organizational chart establishing a revised chain of command and lines of communication; and

**WHEREAS**, the Ovilla City Council adopts a revised organizational chart; and

**WHEREAS**, the Ovilla City Council wishes to ensure proper and smooth communications between the governing body and staff by prescribing the manner in which the governing body and City staff shall interact;

**WHEREAS**, the Ovilla City Council believes it is in the best interest of staff and the City to revise the current organization chart.

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

### **SECTION ONE**

Resolution R2020-14 adopted August 31, 2020, is hereby revised to replace herewith the updated organization chart with this Resolution R2020-18 and attached hereto as Exhibit A.

### **SECTION TWO**

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

**RESOLVED, PASSED AND APPROVED ON THIS 13th DAY OF October 2020.**

---

Richard A. Dormier, Mayor

ATTEST:

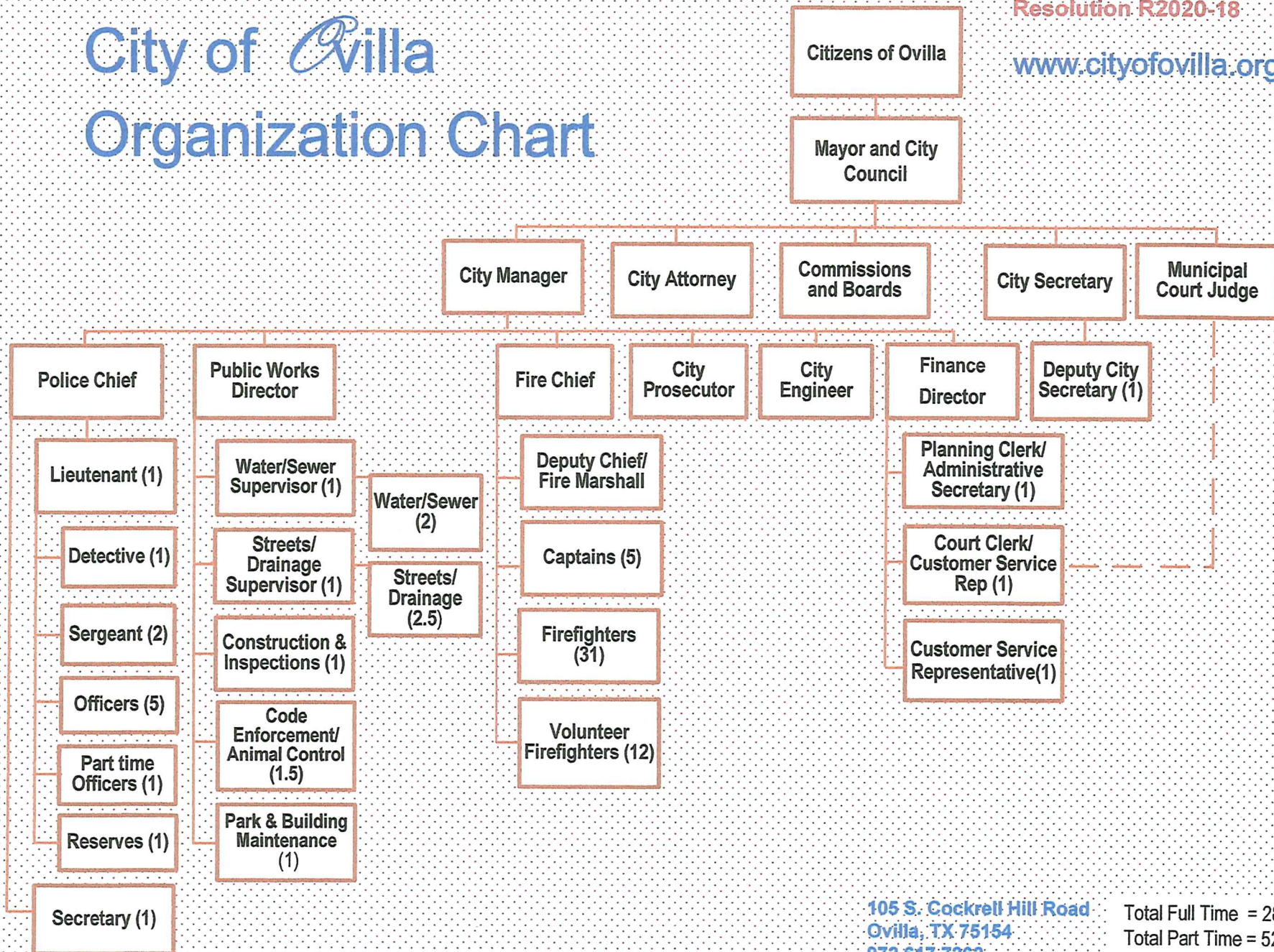
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G Miller, City Secretary

# City of Ovilla Organization Chart

Resolution R2020-18

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



105 S. Cockrell Hill Road  
Ovilla, TX 75154  
972.617.7262

Total Full Time = 28  
Total Part Time = 52



**CITY OF OVILLA MINUTES**  
**Friday September 14, 2020**  
**Regular City Council Meeting**  
**105 S. Cockrell Hill Road, Ovilla, TX 75154**

In accordance with order of the Office of the Governor issued March 16, 2020, the CITY COUNCIL of the CITY OF OVILLA conducted a meeting at 6:30 PM, Monday, September 14, 2020 in person as well as 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).

The public was permitted to offer public comments telephonically or in person as provided by the agenda and as permitted by the presiding officer during the meeting.

Mayor Dormier called the Council Meeting of the Ovilla City Council to order at 6:30 PM, with notice of the meeting duly posted.

The following City Council Members were present or on teleconference call:

Rachel Huber	Council Member, Place 1
Dean Oberg	Council Member, Place 2
David Griffin	Mayor Pro Tem, Place 3
Doug Hunt	Council Member, Place 4
Michael Myers	Council Member, Place 5

Mayor Dormier noted the participating Council Members, thus constituting a quorum. City Secretary, department directors and various staff were also present and on the teleconference call.

**CALL TO ORDER**

PL4 Hunt gave the invocation and PL1 Huber led the reciting of the U.S. Pledge of Allegiance and the Pledge to the Texas Flag.

**ANNOUNCEMENTS, PRESENTATIONS, COMMENTS**

None

**CITIZEN COMMENTS:**

1. Tyler Homuth – Eagle Scout update on the Flag Project – Fundraiser @ \$919, Goal is \$1000

**CONSENT AGENDA**

1. Fiscal Year Scheduled Council Meetings and annual holidays.
2. Proposal from Fargo Consultants to conduct testing on the Main Street Parking Lot project.
3. Resolution No. R2020-15 Atmos rate increase denial settlement
4. TxDot contractor TNP Request for Temporary ROW @ Parcel 147 – 625 W. Main St.
5. Special Budget Meeting Minutes 2020.08.17

PL5 Myers made the motion to approve the consent items as presented. Seconded by PL4 Hunt.

No opposition/abstentions.

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

Recorded Vote:

PL1 Huber AYE

PL2 Oberg AYE

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

**REGULAR AGENDA**

- ITEM 1. DISCUSSION/ACTION – Consideration of and action on Resolution R2020-16 accepting the Annual Financial Audit Report prepared by Yeldell, Wilson, Wood and Reeve, P.C., for the year ended September 30, 2019.

Audit was not ready, could not be addressed.

*No Action*

- ITEM 2. DISCUSSION/ACTION – Consideration of and action on Resolution R2020-17 of the City Council of the City of Ovilla, Texas, authorizing the mayor to award and execute Main Street Parking Lot Expansion project by and between the City of Ovilla and Leland Bradlee Construction, Inc.

PL4 Hunt made the motion to award the Main Street Parking Lot Expansion project to the second lowest bidder, Leland Bradlee Construction, Inc. as presented. Seconded by PL2 Oberg.

Recorded Vote:

PL1 Huber AYE

PL2 Oberg AYE

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

*No opposition/abstentions.*

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

- ITEM 3. DISCUSSION/ACTION – Consideration of and action on a variance for a building line encroachment requested by the property owners, Larry and Loretta Causey, at 605 Clinton Street, being Lot 3, Block A, in the Highland Meadow Subdivision.

There was discussion on the liability the City may have in the future if garage was allowed in the utility easement.

PL4 Hunt made the motion to **DENY** the variance for a building line encroachment requested @ 605 Clinton Street, as presented in the Highland Meadow Subdivision. Seconded by PL5 Myers.

Recorded Vote:

PL1 Huber AYE

PL2 Oberg AYE

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

*No opposition/abstentions.*

***VOTE: The motion to DENY carried unanimously: 5-0***

- ITEM 4. DISCUSSION/ACTION – Consideration of and action on a Meritorious Exception, Chapter 3, Section 3.06.012 Granting of Exceptions of the Ovilla Code of Ordinances, filed by Mary Cavanaugh, representative and President of the Ashburne Glen

*Richard Dormier, Mayor*

*Rachel Huber, Place One*

*Dean Oberg, Place Two*

**2**

*Doug Hunt, Place Four*

*David Griffin, Place Three*

*Michael Myers, Place Five*

Homeowners Association to place two 18"X 24" informational pole signs for entryways to the subdivision at Cockrell Hill Road and Ashburne Glen Lane, and Cockrell Hill Road and Nob Hill, Ovilla, Ellis County, Texas.

PL5 Mike Myers and Mayor Richard Dormier recused themselves due to living in the subdivision. CM Pam Woodall explained they are pole signs that have been placed to welcome citizens to their subdivision.

PL4 Hunt made the motion to approve the Meritorious Exception as presented. PL2 Oberg seconded the motion.

**Recorded Vote:**

PI1 Huber AGAINST

PL2 Oberg AGAINST

Mayor Pro Tem Griffin AGAINST

PL4 Hunt AYE

PL5 Myers NO VOTE

*Three in opposition/abstentions.*

**VOTE: The motion FAILED :3-1**

**ITEM 5. DISCUSSION/ACTION** – Consideration of and action on TML Ballot for the TML Risk Board of Trustees.

Suggestions were made by PL4 Hunt:

Place One – Herrera

Place Two – Incumbent - Fuller

Place Three – Hyde

Place Four – Martin

After discussion, it was recommended to select:

Place One – Herrera

Place Two – Incumbent - Fuller

Place Three – Hyde

Place Four – Robert Hauk

PL4 Hunt made the motion to go with the recommendations of PL1 Herrera, PL2 Fuller, PL3 Hyde, and PL4 Hauk. Seconded by PL2 Oberg.

**Recorded Vote:**

PL1 Huber AYE

PL2 Oberg AYE

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

*No opposition/abstentions.*

**VOTE: The motion carried unanimously: 5-0**

**ITEM 6. DISCUSSION** – Discuss and review staff's plans for the reopening of the city facilities.

Recommendation was to bring back monthly for discussion.

*Richard Dormier, Mayor*

*Rachel Huber, Place One*

*Dean Oberg, Place Two*



**ITEM 7. DISCUSSION** – Discuss and review status and condition of 101 Oakwood Lane.

Discussion was to continue to work with owner on removing the furniture that does not belong outside. Vehicles were addressed at this time as well.

**ITEM 8. DISCUSSION** – Discuss and review status and condition of 705 West Main Street.

Topics discussed:

- Some of the area was picked up
- Firewood was addressed and the need to be covered
- Grease trap
- Outdoor nuisance - storage

**ITEM 9. DISCUSSION** – Discuss and consider the planning for the Annual Christmas Tree Lighting event.

Topics discussed:

- Music & Tree Lighting
- No Santa
- No Food
- Mayor would have to authorize music & lighting

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

None

**STAFF REPORTS**

- **Department Activity Reports / Discussion**
  - Police Department Chief B. Windham
  - Fire Department Chief B. Kennedy
  - Public Works Departments J. Kuykendall
  - Administration
    - 1. Financials (non-reconciled) Finance Director Sharon Jungman
      - a) Monthly Municipal Court Report
    - 2. Monthly Code/Animal Control Reports Code/AC Officer M. Dooly
    - 3. Administration Reports City Manager P. Woodall  
City Secretary G. Miller

**EXECUTIVE SESSION**

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

**A. Convene into Executive Session. 8:20 PM**

**Closed session pursuant to Section §551.071 of the Texas Government Code**

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

**4**

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

ES Item 1. Consultation with the City Attorney on a matter in which the City Attorney's duty of confidentiality to the City, pursuant to the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, clearly conflicts with the provisions of the Texas Open Meetings Act.

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

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

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

B. Reconvene into Regular (Open) Session 9:55 PM

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

PL5 Myers – Discussion on meters for subdivisions

**ADJOURNMENT**

PL2 Oberg moved to adjourn the meeting of September 14, 2020 seconded by PL1 Huber. There being no further business, Mayor Dormier adjourned the meeting at 9:56 PM.

**Recorded Vote:**

PI1 Huber AYE

PL2 Oberg AYE

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

ATTEST:

\_\_\_\_\_  
G Miller, City Secretary

\_\_\_\_\_  
Richard Dormier, Mayor

***Approved October 13, 2020***

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

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



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

Place Four Council, Doug Hunt  
Place Five Council, Mike Myers  
City Manager, Pamela Woodall

## WELCOME TO THE CITY OF OVILLA CITIZENS FORUM

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

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

**The form must be complete.**

DATE: 9/14/20

PHONE: 972-533-9030

DO YOU RESIDE WITHIN THE CITY LIMITS OF OVILLA? X YES        NO

NAME:

Tyler Hamuth

ORGANIZATION / DEPARTMENT:

Troop 520

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

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

       AGENDA ITEM(S) NUMBER:       

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

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

(Circle one) FOR    AGAINST

Comments:

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

       Yes X No

The City Council convenes in regular session on the second Monday of each month at 6:30 P.M. unless otherwise noted. Special meetings may be called as deemed necessary to conduct business of the City. "I authorize the city to release ALL information on this sheet to the public. (If no signature is provided, the City shall not release information that is protected under the Texas Public Information Act.) Signature Tyler Hamuth "

**CITY OF OVILLA MINUTES**  
**Friday September 4, 2020**  
**Special City Council Meeting**  
**105 S. Cockrell Hill Road, Ovilla, TX 75154**

In accordance with order of the Office of the Governor issued March 16, 2020, the CITY COUNCIL of the CITY OF OVILLA conducted a meeting at 8:00 AM, Friday, September 4, 2020 in person as well as 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).

The public was permitted to offer public comments telephonically or in person as provided by the agenda and as permitted by the presiding officer during the meeting.

Mayor Dormier called the Council Meeting of the Ovilla City Council to order at 8:00 am, with notice of the meeting duly posted.

The following City Council Members were present or on teleconference call:

Rachel Huber	Council Member, Place 1
David Griffin	Mayor Pro Tem, Place 3
Doug Hunt	Council Member, Place 4
Michael Myers	Council Member, Place 5

Mayor Dormier noted the participating Council Members, thus constituting a quorum. PI2 Dean Oberg was noted absent. City Secretary, department directors and various staff were also present and on the teleconference call.

**CALL TO ORDER**

PL5 Myers gave the invocation and PL4 Hunt led the reciting of the U.S. Pledge of Allegiance and the Pledge to the Texas Flag.

**ANNOUNCEMENTS, PRESENTATIONS, COMMENTS**

None

**CITIZEN COMMENTS:**

None

**CONSENT AGENDA**

1. Professional Services Agreement Fargo Consultants, INC.

PL1 Huber made the motion to approve the consent items as presented. Seconded by PL4 Hunt.

*No opposition/abstentions.*

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

**Recorded Vote:**

PI1 Huber AYE

PL2 Oberg ABSENT

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

**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

Mayor Dormier opened the Public Hearing at 8:10

City Accountant Sharon Jungman made the presentation.

Mayor Dormier ask to receive comments from the public on proposed tax rate. Dani Muckleroy expressed her disappointment in not attending the Budget meetings, she was unaware of the postings and did not receive the notifications. She has since re-established her electronic notifications through the city. She explained her disappointment in the tax evaluations through Ellis County. She expressed her concern for Police Department and Fire Departments not being top priority over streets.

There being no others wishing to speak, Mayor Dormier closed the Public Hearing at 8:14.

**First Motion & Record Vote:****RECORD VOTE**

PL4 Hunt made the motion: I move that the Council hereby approve 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. Seconded by PL5 Myers.

**Recorded Vote:**

PI1 Huber AYE

PL2 Oberg ABSENT

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

*No opposition/abstentions.*

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

- 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 an support of the municipal government of the City of Ovilla, Texas, and providing for the debt serviced 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.

**Second Motion & Vote adopting Ordinance:**

**RECORD VOTE**

PL4 Hunt made the second motion: I further move that the Council hereby 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. Seconded by PL1 Huber.

**Recorded Vote:**

PL1 Huber AYE

PL2 Oberg ABSENT

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

*No opposition/abstentions.*

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

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

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

None

**ADJOURNMENT**

PL4 Hunt moved to adjourn the meeting of September 4, 2020 seconded by PL5 Myers. There being no further business, Mayor Dormier adjourned the meeting at 8:28 pm.

**Recorded Vote:**

PL1 Huber AYE

PL2 Oberg ABSENT

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

ATTEST:

\_\_\_\_\_  
G Miller, City Secretary

\_\_\_\_\_  
Richard Dormier, Mayor

***Approved October 13, 2020***

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

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



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



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

## WELCOME TO THE CITY OF OVILLA CITIZENS FORUM

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

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

**The form must be complete.**

DATE: ~~DAN MUCKEROY~~ 9/15/20 PHONE: 972-217-5005  
DO YOU RESIDE WITHIN THE CITY LIMITS OF OVILLA? ☒ YES ☐ NO  
NAME: DAN MUCKEROY  
ORGANIZATION / DEPARTMENT: \_\_\_\_\_  
ADDRESS: 608 GREEN MEADOWS  
CITY / ZIP: OVILLA 75154

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

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

AGENDA ITEM(S) NUMBER: 1

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

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

(Circle one) FOR AGAINST

Comments: \_\_\_\_\_

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

☐ Yes ☐ No

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

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

**CITY OF OVILLA MINUTES**  
**Monday, August 31, 2020**  
**Special City Council Budget Meeting**  
**105 S. Cockrell Hill Road, Ovilla, TX 75154**

In accordance with order of the Office of the Governor issued March 16, 2020, the CITY COUNCIL of the CITY OF OVILLA conducted a meeting at 5:30 PM, Monday, August 31, 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 was no public access to the location described above.]

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

Mayor Dormier called the Council Meeting of the Ovilla City Council to order at 5:30 PM, with notice of the meeting duly posted.

The following City Council Members were present or on teleconference call:

Rachel Huber	Council Member, Place 1
Dean Oberg	Council Member, Place 2
David Griffin	Mayor Pro Tem, Place 3
Doug Hunt	Council Member, Place 4
Michael Myers	Council Member, Place 5

Mayor Dormier noted the participating Council Members, thus constituting a quorum. City Secretary, department directors and various staff were also present and on the teleconference call.

**CALL TO ORDER**

PL3 Griffin gave the invocation and PL2 Oberg led the reciting of the U.S. Pledge of Allegiance and the Pledge to the Texas Flag.

**ANNOUNCEMENTS, PRESENTATIONS, COMMENTS**

*National Night Out 2019 – 2020 Canceled due to ongoing pandemic COVID-19*

**CITIZEN COMMENTS:**

*1. Jimmie Wade – 606 Creekview – expressed disagreement with the FY2020-2021 Budget, as well as the modular building for the Public Works Department.*

*Mayor Dormier opened the PUBLIC HEARING AND DISCUSSION at 5:48 pm*

*– City Manager Pamela Woodall gave the presentation of the Fiscal Year 2020-2021 Budget comments from the public on the budget were requested at this time:*

*1. Jimmie Wade – expressed disagreement with the presented budget.*

*After receiving no further comments from the public, Mayor Dormier closed the Public Hearing at 5:50 pm.*

**REGULAR AGENDA**

**ITEM 1. DISCUSSION/ACTION** – Consideration of an action on Ordinance 2020-09 approving and adopting the Budget and making appropriations for the support of the City Government of the City of Ovilla, Texas for the Fiscal Year beginning October 01, 2020 and ending September 30, 2021; providing an effective date.

PL4 Hunt made the motion to approve Ordinance 2020-09 approving and adopting the Budget and



making appropriations for the support of the City Government of the City of Ovilla, Texas for the Fiscal Year beginning October 01, 2020 and ending September 30, 2021; providing an effective date. Seconded by PL1 Huber.

The requirement of a record vote to adopt the budget is found in Local Government Code § 102.007(a).

No opposition/abstentions.

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

Recorded Vote:

PI1 Huber AYE

PL2 Oberg AYE

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

**ITEM 2. DISCUSSION/ACTION** – Consideration of and action on Resolution No. R2020-14 approving an updated organizational chart.

PL1 Huber moved to approve Resolution No. R2020-14 updating the organizational chart. Seconded by PL3 Griffin.

No opposition/abstentions.

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

Recorded Vote:

PI1 Huber AYE

PL2 Oberg AYE

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

**ITEM 3. DISCUSSION/ACTION** – Consideration of and action on the purchase of playground equipment funded in the Fiscal Year 2019-2020.

PL3 Griffin moved to approve the purchase of playground equipment funded in the FY 2019-2020. Seconded by PL1 Huber.

One opposition/abstentions.

**VOTE: The motion to approve carried: 4-1**

Recorded Vote:

PI1 Huber AYE

PL2 Oberg AGAINST

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

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

None

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

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

ADJOURNMENT

PL1 Huber moved to adjourn the meeting of August 31, 2020 seconded by PL4 Hunt. There being no further business, Mayor Dormier adjourned the meeting at 6:48 pm.

Recorded Vote:

PL1 Huber AYE

PL2 Oberg AYE

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

ATTEST:

\_\_\_\_\_  
G Miller, City Secretary

\_\_\_\_\_  
Richard Dormier, Mayor

*Approved October 13, 2020*



## 2020 - 2021 *Fiscal Year Calendar & Holidays*

Columbus Day	Monday	October 12, 2020
Veteran's Day	Wednesday	November 11, 2020
Thanksgiving Holiday	Thursday Friday	November 26, 2020 November 27, 2020
Christmas Holiday	Thursday Friday	December 24, 2020 December 25, 2020
New Year's Holiday	Friday	January 1, 2021
Martin Luther King Day	Monday	January 18, 2021
Presidents' Day	Monday	February 15, 2021
Good Friday (Easter)	Friday	April 2, 2021
Memorial Day	Monday	May 31, 2021
Independence Day Holiday	Friday	July 05, 2021
Labor Day	Monday	September 6, 2021
*Heritage Day	Saturday	September 25, 2021
3 Personal Days!		

**Approved by Council during the October 13, 2020 Council Meeting**  
**\*Not a Holiday-Special Calendar Days**



Consent Item - Reserve Police Officer recommendation:

The City Council has the prerogative to approve/deny the appointment of Reserve Police Officers for the City of Ovilla Police Department. Officer Abraham Flores has announced his plan to resign from full time work as a Police Officer with the City of Ovilla on October 13, 2020. He has requested to continue with the department as a Reserve Officer.

Officer Flores meets all criteria for appointment as a Reserve Officer. He has agreed to abide by the rules as set forth by the Chief of Police.

There is no financial impact, the equipment needed is currently issued.

The staff recommends the approval of Abraham Flores as a Reserve Police Officer for the City of Ovilla Police Department.

OVILLA POLICE DEPARTMENT  
MEMO  
(Form 7.01-1)

Date: September 21, 2020

To: Abraham Flores, Police Officer

Fr: Brian Windham, Chief of Police

Ref.: Letter of Resignation

Cc: Click here to enter text.

---

Officer Flores,

It is with a sad heart that I have received and accepted your letter of resignation. You have been a great member of the team at the Ovilla Police Department. Your attitude and personality will be truly missed as a full time member of the department. There are a couple housekeeping issues we must deal with.

First, please contact City Secretary Glennell Miller to schedule an exit interview.

Second, I have considered your request to continue on with the department as a Reserve Officer. By policy, I must take this request to the city council, hopefully at their October meeting, to get their approval. Of course, as a Reserve Officer, you will be required to keep up with your mandatory TCOLE training and will be required to work 8 hours a month for the department. If you find this to be satisfactory, let me know so I can begin the paperwork for city hall. In the meantime, please contact Lt. Bennett to schedule a time to turn in your issued equipment.

Again, your presence will be missed at the department but hopefully our paths will cross again.

Stay safe,

Brian Windham  
Chief of Police

Date 09/21/2020

Chief Brian Windham

105 S. Cockrell Hill Road

Ovilla, TX 75154

Dear Chief Windham,

It has truly been an honor to work alongside yourself and the other officers of the Ovilla Police Department. However, as you know, I have been trying to acquire a position that would be better suited for myself and family. Therefore, I am submitted this letter as my resignation as a full-time police officer and have accepted a position at The Veterans Affairs Hospital District. My last day at the Ovilla Police Department will be October 13, 2020 However, with your permission, I would like to serve as a reserve police officer for the department.

Chief, I CAN NOT Thank you enough for not looking pass in the oral board and giving me a chance to prove myself to everyone here. I have learned so much from you and this department. From destroying a city vehicle to catching a burglar red handed you have always had my back, and for that chief I THANK YOU!!

Thank you for the great opportunity. I wish you and the other officers of the Ovilla Police Department nothing but the best.



Sincerely,

Ofc. Abraham Flores#18

AKA Chicken sandwich



## AGENDA ITEM REPORT

### Item 1

Meeting Date: October 13, 2020

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Reviewed By: ☒ City Manager

☒ City Secretary

☒ City Attorney

☒ Accountant

☒ Other: Staff

Justification	
1. None	
ITEM 1. DISCUSSION/ACTION – Eagle Scout Tyler Homuth will update Council on his plans for his Eagle Scout project.	
Discussion / Justification:	
Mr. Homuth would like to update the council on the information about his project. He would also like to address any questions the council may have on the project.	
Recommendation / Staff Comments:	
Staff recommends approval.	
Sample Motion(s):	
I move	



# Ovilla City Council

## AGENDA ITEM REPORT Item 2

Meeting Date: October 13, 2020

Department: 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. Resolution No. R2020-16
2. Annual audited financial statements

### Agenda Item / Topic:

ITEM 2. DISCUSSION/ACTION – Consideration of and action on Resolution No. R2020-16 accepting the Annual Financial Audit Report prepared by Yeldell, Wilson, Wood and Reeve, P.C., for the year ended September 30, 2019.

### Discussion / Justification:

A representative with Yeldell, Wilson, Wood and Reeve, P.C., will present, review and answer questions on the Annual Financial Report for the City's fiscal year ended September 30, 2019.

### Recommendation / Staff Comments:

### Sample Motion(s):

I move to approve/deny Resolution No. R2020-16 accepting the Annual Financial Audit Report prepared by Yeldell, Wilson, Wood and Reeve, P.C., for the year ended September 30, 2019.



RESOLUTION NO. R2020-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS ACCEPTING THE ANNUAL FINANCIAL AUDIT REPORT FOR THE YEAR ENDED SEPTEMBER 30, 2019, PREPARED BY YELDELL, WILSON, WOOD AND REEVE, P.C.**

**WHEREAS**, Section 103.001. of the Local Government Code requires a municipality to have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit, and;

**WHEREAS**, Section. 1.05.003. Audit of City Funds. The Code of Ordinances of the City of Ovilla in accordance to the Local Government Code, Section 103.001, requires the city audit to be performed by a licensed certified public accountant and filed with the city secretary within one hundred and twenty (120) days after the last day of each fiscal year.

**WHEREAS**, the City of Ovilla has an agreement with Yeldell, Wilson, Wood and Reeve, PC, to conduct and manage their annual audits and prepare financial statements.

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OVILLA:**

Section 1.

The City Council of the City of Ovilla hereby approves and accepts the Annual Financial Audit Report for the year ended September 30, 2019, prepared by Yeldell, Wilson, Wood and Reeve, P.C.

Section 2.

A copy of the said Annual Financial Audit Report is attached hereto as Exhibit "A" and made a part hereof for all purposes.

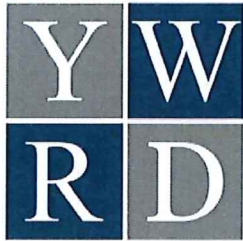
*PASSED, APPROVED, AND RESOLVED this 13 day of October 2020.*

**APPROVED:** \_\_\_\_\_

Richard Dormier, **MAYOR**

**ATTEST:** \_\_\_\_\_

G Miller, **CITY SECRETARY**



# YWRD, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

Greer Yeldell, CPA | Glen Wilson, CPA | Tracie Wood, CPA | Joyce Reeve, CPA | Brandon Diviney, CPA

October 8, 2020

To the Honorable Mayor and City Council of  
City of Ovilla, Texas

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of City of Ovilla, Texas for the year ended September 30, 2019. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter to you dated May 9, 2019. Professional standards also require that we communicate to you the following information related to our audit.

## Significant Audit Matters

### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by City of Ovilla, Texas are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2019. We noted no transactions entered into by City of Ovilla, Texas during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City of Ovilla, Texas' financial statements were:

Management's estimate of the allowance for accumulated depreciation is based on the estimated useful life of the capital asset. We evaluated the key factors and assumptions used to develop the allowance for accumulated depreciation in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the City's proportionate share of the annual operation, maintenance and debt service costs of the Red Oak Creek Wastewater System is based on the City's estimated wastewater flow into the system along with the flow from all other contracting parties. We evaluated the key factors and assumptions used to develop the City's wastewater treatment cost in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the total pension liability and total OPEB liability are based, in part, on actuarial assumptions. We will obtain the actuarial valuation reports prepared by management's specialists and determine the reports are relevant and reliable for financial reporting purposes. We will evaluate whether the methods and assumptions used in determining the total pension liability and total OPEB liability are in accordance with GASB and Actuarial Standards of Practice and are the same as those used by the plan in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

*Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

*Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The attached schedule summarizes the uncorrected misstatement of the financial statements. Management has determined that its effect is immaterial to the financial statements taken as a whole. We have attached another schedule that summarizes material misstatements detected as a result of audit procedures that were corrected by management.

*Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

*Management Representations*

We have requested certain representations from management that are included in the management representation letter dated October 8, 2020.

*Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to City of Ovilla, Texas' financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Honorable Mayor and City Council  
City of Ovilla, Texas  
Page Three

*Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as City of Ovilla, Texas' auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management's discussion and analysis, the schedule of changes in net pension liability and related ratios, the schedule of contributions, and the schedule of changes in total OPEB liability and related ratios, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining and individual fund statements and schedules, component unit statements and supplementary financial data, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of the Honorable Mayor, City Council and management of City of Ovilla, Texas and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

*YWRD, P.C.*

YWRD, P.C.  
Certified Public Accountants

**City of Ovilla, Texas**  
**Uncorrected Misstatement**

Reference	Type	Date Account Number	Description	Debit	Credit	Net Income Effect
P01	Potential	09/30/19				
		100-00-23195	TESRS Net Pension Liability		19,368.80	
		100-00-23193	Deferred Inflow - TESRS Actual		23.41	
		100-00-23194	Deferred Outflow - TESRS Actual	2,494.24		
		100-11-15000	Amount to be Provided- Net	16,897.97		
						0.00
		To propose an entry for TESRS net pension liability.				
		TOTAL		<u>19,392.21</u>	<u>19,392.21</u>	<u>0.00</u>
		GRAND TOTAL		<u>19,392.21</u>	<u>19,392.21</u>	<u>0.00</u>

Prepared by\_\_\_\_\_

**City of Ovilla, Texas**  
**Material Corrected Misstatements**

2178

Page 1

Reviewed by\_\_\_\_\_

Reference	Type	Date Account Number	Description	Debit	Credit	Net Income Effect
100A90	Adjusting	09/30/19				
		100-23-10000	Accounts Payable		53,200.00	
		100-25-58215	Transfer Out	53,200.00		
						(53,200.00)
			To adjust accounts payable to actual.			
100A91	Adjusting	09/30/19				
		100-23-10000	Accounts Payable		50,604.66	
		100-23-15550	Due to Other	8,760.88		
		100-23-15500	Due to W/S Fund	41,843.78		
						0.00
			To clear out due from WS coded to accounts payable.			
100A92	Adjusting	09/30/19				
		100-00-20098	Payroll Liability		2,952.20	
		100-00-21000	Payroll Liabilities		29.98	
		100-00-21100	Direct Deposit Liabilities		1,114.22	
		100-23-11000	Retirement	7,209.91		
		100-23-11500	WH Tax Payable		16,156.30	
		100-23-12000	Ins for Employees-AFLAC		1,554.78	
		100-23-12025	Insurance - Dental		1,400.00	
		100-23-12030	Insurance - Vision		48.48	
		100-23-12125	Health Insurance - BCBS Indiv		6,825.27	
		100-23-12175	Insurance - Life		526.93	
		100-23-12200	Child Support Payable	328.62		
		100-23-12500	FICA Tax Payable		14,000.76	
		100-23-12050	Insurance - Comp Benefits	3,257.41		
		100-23-10000	Accounts Payable	33,812.98		
						0.00
			To clear out miscoded liabilities.			
100A93	Adjusting	09/30/19				
		100-23-10000	Accounts Payable	22,845.58		
		100-10-52255	AP Adjustments		22,845.58	
						22,845.58
			To clear miscoded liabilities.			
		TOTAL		171,259.16	171,259.16	(30,354.42)

Prepared by \_\_\_\_\_  
Reviewed by \_\_\_\_\_

City of Ovilla, Texas  
Material Corrected Misstatements

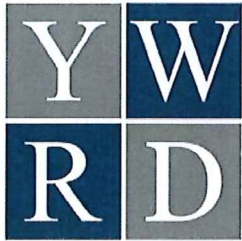
Reference	Type	Date Account Number	Description	Debit	Credit	Net Income Effect
150A90	Adjusting	09/30/19				
		150-00-20000	Accounts Payable	53,200.00		
		150-40-00915	Transfer In		53,200.00	
						53,200.00
			To clear out accounts payable.			
		TOTAL		<u>53,200.00</u>	<u>53,200.00</u>	<u>53,200.00</u>

Prepared by \_\_\_\_\_  
Reviewed by \_\_\_\_\_

City of Ovilla, Texas  
Material Corrected Misstatements

Reference	Type	Date Account Number	Description	Debit	Credit	Net Income Effect
200A90	Adjusting	09/30/19				
		200-00-20000	Accounts Payable	50,604.66		
		200-00-12200	Due from General Fund		50,604.66	
						0.00
			To clear out due from WS coded to accounts payable.			
200A91	Adjusting	09/30/19				
		200-10-00000	Consolidated Cash Equity		30,010.77	
		200-00-19999	Cash Clearing	31,180.22		
		200-40-00460	Water Sales		1,169.45	
						1,169.45
			To remove duplicate entries.			
		TOTAL		81,784.88	81,784.88	1,169.45





# YWRD, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

Greer Yeldell, CPA | Glen Wilson, CPA | Tracie Wood, CPA | Joyce Reeve, CPA | Brandon Diviney, CPA

To the Honorable Mayor and City Council of  
City of Ovilla, Texas

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of City of Ovilla, Texas as of and for the year ended September 30, 2019, in accordance with auditing standards generally accepted in the United States of America, we considered City of Ovilla, Texas' internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City of Ovilla, Texas' internal control. Accordingly, we do not express an opinion on the effectiveness of City of Ovilla, Texas' internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified a deficiency in internal control that we consider to be a material weakness.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the following deficiency in internal control to be a material weakness:

1. Preparation of Financial Statements – We were requested to draft the audited financial statements and related footnote disclosures as part of our regular audit services. Current auditing standards require auditors to communicate this situation to the Council as an internal control deficiency. Ultimately, it is management's responsibility to provide for the preparation of your statements and footnotes, and the responsibility of the auditor to determine the fairness of presentation of those statements. However, based on current auditing standards, it is our responsibility to inform you that this deficiency could result in a material misstatement to the financial statements that could have been prevented or detected by your management. Essentially, the auditors cannot be part of your internal control process.

From a practical standpoint, we prepare the statements and determine the fairness of the presentation at the same time in connection with our audit. This is not unusual for us to do with municipalities of your size.

Under the circumstances, the most effective controls lie in management's knowledge of the City's financial operations. It is the responsibility of management and those charged with governance to make the decisions whether to accept the degree of risk associated with this condition because of cost and other consideration. Regarding the specific situations listed above, we would offer the following specific recommendations: 1) Utilize a disclosure checklist to ensure all required disclosures are present and agree to work papers, and 2) Agree your accounting information to the amounts reported in the financial statements.

Honorable Mayor and City Council  
City of Ovilla, Texas  
Page Two

In addition, we noted the following matters we believe to be of potential benefit to the Corporation that are not significant deficiencies or material weaknesses:

1. Bank Reconciliations - Bank statements in some instances were accumulated for several months before they were reconciled to the general ledger. Not reconciling the accounts on a monthly basis means that errors or other problems might not be recognized and resolved on a timely basis. Also, it is generally easier and less time-consuming to reconcile accounts while transactions are fresh in mind. We recommend that all bank accounts be reconciled each month.
2. Outstanding Checks and Deposits - During the audit, we noted the long outstanding transactions being carried forward on monthly bank reconciliations. We recommend the City investigate these items and clear them in accordance with current state and local laws.
3. Accounts Payable Reconciliation - During the audit, we noted accounts payable recorded on the detailed general ledger did not agree to the detailed accounts payable listing. We recommend the amounts recorded on the general ledger be reconciled with the amounts listed on the accounts payable listing.
4. Uninsured Bank balances - During the audit, we noted the City's Municipal Development District's bank account balance exceeded the FDIC insurance by \$93,447, and the remaining balance was uncollateralized. We recommend the City research and obtain collateral to cover bank balances not fully insured by FDIC insurance.

This communication is intended solely for the information and use of management the Honorable Mayor, City Council, and others within the City of Ovilla, Texas, and is not intended to be, and should not be, used by anyone other than these specified parties.

*YWRD, P.C.*

YWRD, P.C.  
Certified Public Accountants

Waxahachie, Texas  
October 8, 2020

***CITY OF OVILLA, TEXAS***

**ANNUAL FINANCIAL REPORT**

For the Fiscal Year Ended September 30, 2019

**CITY OF OVILLA, TEXAS**  
**ANNUAL FINANCIAL REPORT**  
For the Fiscal Year Ended September 30, 2019

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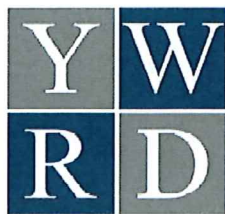
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**CITY OF OVILLA, TEXAS**  
**ANNUAL FINANCIAL REPORT**  
For the Fiscal Year Ended September 30, 2019

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# YWRD, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

Greer Yeldell, CPA | Glen Wilson, CPA | Tracie Wood, CPA | Joyce Reeve, CPA | Brandon Diviney, CPA

## INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and Members of the City Council  
City of Ovilla, Texas

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Ovilla, Texas, as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Honorable Mayor and Members of the City Council  
City of Ovilla, Texas  
Page Two

## **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Ovilla, Texas, as of September 30, 2019, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, net pension liability information, and total OPEB liability information on pages 4-12 and 58-61 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Ovilla, Texas' basic financial statements. The combining and individual fund financial statements and schedules, the component unit financial statements and the supplementary financial data are presented for purposes of additional analysis and are not a required part of the basic financial statements.

Honorable Mayor and Members of the City Council  
City of Ovilla, Texas  
Page Three

The combining and individual fund financial statements and schedules, the component unit financial statements and the supplementary financial data are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements and schedules, the component unit financial statements and the supplementary financial data are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

*YWRD, P.C.*

YWRD, P.C.  
*Certified Public Accountants*

Waxahachie, Texas  
October 8, 2020

# CITY OF OVILLA, TEXAS

105 South Cockrell Hill Road · Ovilla, Texas 75154 · (972) 617-7262 · FAX (972) 515-3221

## MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)

As management of the City of Ovilla, Texas, we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2019.

### Financial Highlights

- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$4,595,878 (*net position*). Of this amount, \$1,910,993 represents unrestricted net position, which may be used to meet the City's ongoing obligations to citizens and creditors.
- The City's total net position increased by \$455,727.
- As of the close of the current fiscal year, the City's governmental funds reported combined fund balances of \$1,261,446, a decrease of \$278,584 in comparison with the prior year. Approximately 54.78% of this amount (\$691,077) is available for spending at the City's discretion (*unassigned fund balance*).
- At the end of the current fiscal year, unassigned fund balance for the general fund was \$691,077, or approximately 18% of the total general fund expenditures.

### Overview of the Financial Statements

The discussion and analysis provided here are intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) the notes to financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.

**Government-wide Financial Statements.** The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents financial information on all of the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused compensated absences).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, streets, cultural and recreational, and solid waste. The business-type activities of the City include water and sewer operations.

The government-wide financial statements include not only the City itself (known as the *primary government*), but also a legally separate economic development corporation and a legally separate municipal development district for which the City is financially accountable. Financial information for these component units is reported separately from the financial information presented for the primary government itself.

The government-wide financial statements can be found on pages 12-13 of this report.

**Fund Financial Statements.** A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds and fiduciary funds.

**Governmental Funds.** *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in assessing a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains eight individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund and Debt Service Fund, which are considered to be major funds. Data from the other six governmental funds are combined into a single aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements in the combining and individual fund statements and schedules section of this report.

The basic governmental fund financial statements can be found on pages 14-17 of this report.



**Proprietary Funds.** The City maintains one type of proprietary fund. The *enterprise fund* is used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses the enterprises fund to account for its water and sewer operations.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Water and Sewer fund, which is considered to be major fund of the City.

The basic proprietary fund financial statements can be found on pages 18-20 of this report.

**Fiduciary Funds.** The City maintains one fiduciary fund. The *fiduciary fund* is used to account for resources held for the benefit of parties outside the government. The *fiduciary fund* is not reflected in the government-wide financial statement because the resources of this fund are not available to support the City's own programs. The accounting used for the *fiduciary fund* is much like that used for the proprietary fund.

The basic fiduciary fund financial statements can be found on pages 21-22 of this report.

**Notes to the Financial Statements.** The notes provide additional information that is necessary to acquire a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 23-54 of this report.

**Other Information.** In addition to the basic financial statements and accompanying notes, this report also presents *required supplementary information* concerning the City's Schedule of Revenues and Expenditures - Budget and Actual - Major Governmental Funds, the Schedule of Changes in Net Pension Liability and Related Ratios, the Schedule of Contributions and the Schedule of Changes in Total OPEB Liability and Related Ratios. Required supplementary information can be found on pages 56-59 of this report.

The combining statements referred to earlier in connection with nonmajor governmental funds, debt service fund, and water and sewer fund are presented immediately following the required supplementary information on budget and pensions. Combining and individual fund statements and schedules can be found on pages 60-66 of this report.

In addition, this report presents fund financial statements in connection with the Ovilla 4B Economic Development Corporation and Ovilla Municipal Development District. The individual fund financial statements can be found on pages 68-69 of this report.

### **Government-wide Overall Financial Analysis**

As noted earlier, net position over time, may serve as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$4,595,878, at the close of the most recent fiscal year.

## CITY OF OVILLA'S NET POSITION

	Governmental Activities		Business-Type Activities		Total	
	2019	2018	2019	2018	2019	2018
Current and other assets	\$ 2,336,142	\$ 2,533,528	\$ 1,560,334	\$ 1,502,262	\$ 3,896,476	\$ 4,035,790
Capital assets	3,979,664	3,539,117	2,566,867	2,616,554	6,546,531	6,155,671
Total assets	6,315,806	6,072,645	4,127,201	4,118,816	10,443,007	10,191,461
Total deferred outflows of resources	274,083	112,173	56,771	28,853	330,854	141,026
Long term liabilities	3,973,721	4,011,780	958,998	982,954	4,932,719	4,994,734
Other liabilities	1,058,577	959,334	181,134	163,246	1,239,711	1,122,580
Total liabilities	5,032,298	4,971,114	1,140,132	1,146,200	6,172,430	6,117,314
Total deferred inflows of resources	4,607	62,637	946	12,385	5,553	75,022
Net position:						
Net investment in capital assets	480,379	(288,048)	1,844,926	1,814,392	2,325,305	1,526,344
Restricted	355,745	228,081	3,835	121,153	359,580	349,234
Unrestricted	716,860	1,211,034	1,194,133	1,053,539	1,910,993	2,264,573
Total net position (deficit)	\$ 1,552,984	\$ 1,151,067	\$ 3,042,894	\$ 2,989,084	\$ 4,595,878	\$ 4,140,151

Certain reclassifications have been made to the prior year data to conform with the current year presentation.

A portion of the City's net position (50.60%) reflects its investment in capital assets (e.g., land, construction in progress, buildings, improvements, machinery and equipment, and infrastructure), less any related outstanding debt that was used to acquire those assets. The City uses these capital assets to provide a variety of services to its citizens. Accordingly, these assets are not available for future spending. Although the City's investment in capital assets is reported net of related debt, it should be noted that the resources used to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City's net position (7.8%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of \$1,910,993 is unrestricted and may be used to meet the City's ongoing obligations to its citizens and creditors.

The City's net investment in capital assets increased as a result of scheduled principal payments and capital asset additions exceeding the current year's depreciation.

The City's overall net position increased \$455,727 from the prior fiscal year. The reasons for this overall increase are discussed in the following sections for governmental activities and business-type activities.

## CITY OF OVILLA'S CHANGES IN NET POSITION

	Governmental Activities		Business-Type Activities		Total	
	2019	2018	2019	2018	2019	2018
Revenues:						
Program revenues:						
Charges for services	\$ 824,538	\$ 807,167	\$ 1,489,995	\$ 1,471,102	\$ 2,314,533	\$ 2,278,269
Operating grants and contributions	16,083	34,852	-	-	16,083	34,852
Capital grants and contributions	-	1,164,164	84,996	424,106	84,996	1,588,270
General revenues:						
Property taxes	2,396,487	2,277,583	-	-	2,396,487	2,277,583
Sales taxes	343,998	294,644	-	-	343,998	294,644
Franchise taxes	169,397	164,431	-	-	169,397	164,431
Investment earnings	18,050	12,182	9,725	4,682	27,775	16,864
Gain (Loss) on sale of capital assets	-	1,127	-	-	-	1,127
Miscellaneous	162,388	186,930	-	-	162,388	186,930
Total revenues	<u>3,930,941</u>	<u>4,943,080</u>	<u>1,584,716</u>	<u>1,899,890</u>	<u>5,515,657</u>	<u>6,842,970</u>
Expenses:						
General government	571,600	522,471	-	-	571,600	522,471
Public safety	2,281,740	2,066,125	-	-	2,281,740	2,066,125
Streets	301,911	608,149	-	-	301,911	608,149
Cultural and recreational	113,034	49,242	-	-	113,034	49,242
Solid waste	243,253	243,462	-	-	243,253	243,462
Interest on long-term debt	133,015	145,591	-	-	133,015	145,591
Water and sewer	-	-	1,415,377	1,441,732	1,415,377	1,441,732
Total expenses	<u>3,644,553</u>	<u>3,635,040</u>	<u>1,415,377</u>	<u>1,441,732</u>	<u>5,059,930</u>	<u>5,076,772</u>
Increase (decrease) in net position before transfers	286,388	1,308,040	169,339	458,158	455,727	1,766,198
Transfers	115,529	(78,987)	(115,529)	78,987	-	-
Change in net position	401,917	1,229,053	53,810	537,145	455,727	1,766,198
Net position - beginning, as restated	1,151,067	(77,986)	2,989,084	2,451,939	4,140,151	2,373,953
Net position - ending	<u>\$ 1,552,984</u>	<u>\$ 1,151,067</u>	<u>\$ 3,042,894</u>	<u>\$ 2,989,084</u>	<u>\$ 4,595,878</u>	<u>\$ 4,140,151</u>

Certain reclassifications have been made to the prior year data to conform with the current year presentation and reflect adjustments to prior year data.

**Governmental Activities.** During the current fiscal year, net position for governmental activities increased \$401,917 from the prior fiscal year for an ending balance of \$1,552,984. Revenues benefitted from an increase in property taxes (\$118,904) and sales tax (\$49,354). Public safety expenses increased during the year due to an increase in wages and repairs and maintenance (\$215,615). Street expenses decreased during the year primarily as the result of decreased repairs and maintenance (\$306,238).

**Business-type Activities.** For the City's business-type activities, the current fiscal year resulted in a net increase in net position to an ending balance of \$3,042,894. The total increase in net position for business-type activities (water and sewer operations) was \$53,810 from the prior fiscal year. Charges for services increased 1.28% (\$18,893). Total expenses decreased 1.83% (\$26,355).

## Financial Analysis of Governmental Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

**Governmental Funds.** The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary use as it represents the portion of fund balance which has not yet been limited to use for a particular purpose by either an external party, the City itself, or a group or individual that has been delegated authority to assign resources for use for particular purposes by the City's Council.

As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$1,261,446, a decrease of \$278,584 in comparison with the prior year. Approximately 54.8% of this total amount (\$691,077) constitutes *unassigned fund balance*, which is available for spending at the City's discretion. The remainder of the fund balance is either *restricted* or *committed* to indicate that it is 1) restricted for particular purposes (\$355,745) or 2) committed for particular purposes (\$201,502).

The general fund is the chief operating fund of the City. At the end of the current fiscal year, unassigned fund balance of the general fund was \$691,077 while total fund balance decreased to \$958,609. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 18% of total general fund expenditures, while total fund balance represents 25% of that same amount.

The fund balance of the City's general fund decreased \$446,145 during the current fiscal year.

The debt service fund, a major fund, had an increase in fund balance during the current year of \$113,296 to bring the year end fund balance to \$163,281.

**Proprietary Funds.** The City's proprietary fund provides the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the Water and Sewer fund at the end of the year was \$1,194,133. The total increase in net position was \$53,810. Operating revenues increased in 2019 by \$18,893 (1.28%). Operating expenses decreased \$26,355 (1.83%).

## General Fund Budgetary Highlights

**Original budget compared to final budget.** During the year, the City increased the original estimated expenditures by \$504,564. The main components of the difference between original budget and final amended budget can be briefly summarized as follows:

- \$260,000 increase in general government expenditures
- \$116,000 increase in police protection expenditures
- \$128,564 increase in streets expenditures

**Final budget compared to actual results.** General fund budgeted revenues of \$3,483,603 exceeded actual revenues of \$3,424,198 by \$59,405.

Budgeted general fund expenditures of \$4,209,558 exceeded actual expenditures of \$3,924,886. This \$284,672 positive variance in expenditures was achieved through a series of expenditure restrictions imposed during the year.

## Capital Assets and Debt Administration

**Capital assets.** The City's investment in capital assets for its governmental and business-type activities as of September 30, 2019, amounts to \$6,546,531 (net of accumulated depreciation). This investment in capital assets includes land, buildings, improvements, machinery and equipment, and infrastructure. The total increase in capital assets for the current fiscal year was approximately 6.3%.

### City of Ovilla's Capital Assets (net of depreciation)

	Governmental Activities		Business-Type Activities		Total	
	2019	2018	2019	2018	2019	2018
Land	\$ 397,763	\$ 147,035	\$ 86,700	\$ 86,700	\$ 484,463	\$ 233,735
Construction in progress	24,569	-	20,764	-	45,333	-
Buildings	179,977	193,069	48,133	50,464	228,110	243,533
Improvements	-	-	2,345,729	2,403,029	2,345,729	2,403,029
Machinery and equipment	670,722	696,862	65,541	76,361	736,263	773,223
Infrastructure	2,706,633	2,502,151	-	-	2,706,633	2,502,151
Total	<u>\$ 3,979,664</u>	<u>\$ 3,539,117</u>	<u>\$ 2,566,867</u>	<u>\$ 2,616,554</u>	<u>\$ 6,546,531</u>	<u>\$ 6,155,671</u>

Major capital asset events during the current fiscal year included the following:

- Land additions of approximately \$251,000.
- Infrastructure additions of approximately \$288,000.
- Machinery and equipment additions of approximately \$205,000.

Additional information on the City of Ovilla's capital assets can be found in note 2.E on pages 36-37 of this report.



**Long-term Debt.** At the end of the current fiscal year, the City had total bonded debt of \$4,270,000, all of which comprises bonded debt backed by the full faith and credit of the government.

#### City of Ovilla's Outstanding Debt

	Governmental Activities		Business-Type Activities		Total	
	2019	2018	2019	2018	2019	2018
General obligation refunding	\$ 3,431,915	\$ 3,753,406	\$ 838,085	\$ 916,594	\$ 4,270,000	\$ 4,670,000
Total	\$ 3,431,915	\$ 3,753,406	\$ 838,085	\$ 916,594	\$ 4,270,000	\$ 4,670,000

The City's General Obligation Refunding Bonds ratings are listed below.

	Standard's & Poor's
General Obligation Refunding	AA

Additional information on the City's long term-debt can be found in note 2.H on pages 39-41 of this report.

#### Economic Factors and Next Year's Budgets and Rates

The FY2019-20 Budget calls for adopting the Property Tax Rate of \$0.660 per \$100 of assessed property valuation. The operating and debt tax rates are projected to change to \$0.54183 and \$0.11817, respectively. The total combined budget of \$8,071,653 represents an increase of \$345,348 more than the FY2018-19 Amended Budget of \$7,726,305.

According to both Ellis County and Dallas County Appraisal Districts, the total assessed property value for 2019 equals \$411,962,523. This is a 8.22% increase over 2018. The budget includes projected increase taxes and charges for services.

Water and Sewer Fund revenue is budgeted to increase by 4.27% over the prior period adopted budget.

The City's annual debt service is \$577,450, including principal of \$415,000 and interest of \$174,450. The outstanding debt reflects \$4,270,000 in General Obligation Refunding Bonds payable through 2029.

#### Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Office of the City Secretary, 105 South Cockrell Hill Rd., Ovilla, Texas 75154.

**CITY OF OVILLA, TEXAS**  
**STATEMENT OF NET POSITION**  
September 30, 2019

				Component Units	
				Ovilla 4B	Ovilla
	Primary Government			Economic	Municipal
	Governmental	Business-type	Total	Development	Development
	Activities	Activities		Corporation	District
<b>ASSETS</b>					
Cash and cash equivalents	\$ 1,866,852	\$ 1,157,926	\$ 3,024,778	\$ 539,419	\$ 343,448
Investments	309,200	-	309,200	-	-
Receivables (net of allowance for uncollectibles)	157,131	255,257	412,388	-	11,657
Due from component unit	125	-	125	-	-
Due from primary government	-	-	-	144,158	-
Internal balances	2,834	(2,834)	-	-	-
Inventories	-	13,055	13,055	-	-
Restricted assets:					
Cash and cash equivalents	-	136,930	136,930	-	-
Capital assets:					
Non-depreciable	422,332	107,464	529,796	-	-
Depreciable (net of accumulated depreciation)	3,557,332	2,459,403	6,016,735	-	-
Total Assets	<u>6,315,806</u>	<u>4,127,201</u>	<u>10,443,007</u>	<u>683,577</u>	<u>355,105</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>					
Deferred outflows of resources related to pension	272,930	56,468	329,398	-	-
Deferred outflows of resources related to OPEB	1,153	303	1,456	-	-
Total deferred outflows of resources	<u>274,083</u>	<u>56,771</u>	<u>330,854</u>	<u>-</u>	<u>-</u>
<b>LIABILITIES</b>					
Accounts payable and other					
current liabilities	287,707	69,401	357,108	4,008	-
Accrued payroll payable	83,877	10,895	94,772	-	-
Accrued interest payable	16,321	3,986	20,307	-	-
Due to component unit	144,158	-	144,158	-	-
Due to primary government	-	-	-	-	125
Customer deposits payable	-	96,852	96,852	-	-
Unearned revenue	526,514	-	526,514	-	-
Noncurrent liabilities:					
Due within one year	392,550	96,326	488,876	-	-
Due in more than one year	3,581,171	862,672	4,443,843	-	-
Total Liabilities	<u>5,032,298</u>	<u>1,140,132</u>	<u>6,172,430</u>	<u>4,008</u>	<u>125</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>					
Deferred inflows of resources related to OPEB	4,607	946	5,553	-	-
Total deferred inflows of resources	<u>4,607</u>	<u>946</u>	<u>5,553</u>	<u>-</u>	<u>-</u>
<b>NET POSITION</b>					
Net investment in capital assets	480,379	1,844,926	2,325,305	-	-
Restricted for:					
Cultural and recreational	157,342	-	157,342	-	-
Debt service	163,281	-	163,281	-	-
Economic development	-	-	-	679,569	-
Infrastructure improvements	-	3,835	3,835	-	-
Municipal development	-	-	-	-	354,980
Public safety	35,122	-	35,122	-	-
Unrestricted	716,860	1,194,133	1,910,993	-	-
Total Net Position	<u>\$ 1,552,984</u>	<u>\$ 3,042,894</u>	<u>\$ 4,595,878</u>	<u>\$ 679,569</u>	<u>\$ 354,980</u>

The notes to the financial statements are an integral part of this statement.

**CITY OF OVILLA, TEXAS**  
**STATEMENT OF ACTIVITIES**  
For the Fiscal Year Ended September 30, 2019

Function/Program Activities	Net (Expense) Revenue and Changes in Net Position								
	Program Revenues			Primary Government			Component Units		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total	Ovilla 4B	Ovilla
								Economic Development Corporation	Municipal Development District
<b>Primary government:</b>									
Governmental activities:									
General government	\$ 571,600	\$ 159,561	\$ -	\$ -	\$ (412,039)	\$ -	\$ (412,039)	\$ -	\$ -
Public safety	2,281,740	389,617	16,083	-	(1,876,040)	-	(1,876,040)	-	-
Streets	301,911	-	-	-	(301,911)	-	(301,911)	-	-
Cultural and recreational	113,034	11,374	-	-	(101,660)	-	(101,660)	-	-
Solid waste	243,253	263,986	-	-	20,733	-	20,733	-	-
Interest on long-term debt	133,015	-	-	-	(133,015)	-	(133,015)	-	-
Total governmental activities	3,644,553	824,538	16,083	-	(2,803,932)	-	(2,803,932)	-	-
Business-type activities:									
Water and sewer	1,415,377	1,489,995	-	84,996	-	159,614	159,614	-	-
Total business-type activities	1,415,377	1,489,995	-	84,996	-	159,614	159,614	-	-
Total primary government	\$5,059,930	\$2,314,533	\$ 16,083	\$ 84,996	(2,803,932)	159,614	(2,644,318)	-	-
<b>Component Units:</b>									
Economic development	109,481	-	-	-				(109,481)	-
Municipal development	1,753	-	-	-				-	(1,753)
Total component units	\$ 111,234	\$ -	\$ -	\$ -				(109,481)	(1,753)
General revenues:									
Property taxes					2,396,487	-	2,396,487	-	-
Sales taxes					343,998	-	343,998	137,572	68,057
Franchise taxes					169,397	-	169,397	-	-
Investment earnings					18,050	9,725	27,775	3,477	1,897
Miscellaneous					162,388	-	162,388	-	-
Transfers					115,529	(115,529)	-	-	-
Total general revenues and transfers					3,205,849	(105,804)	3,100,045	141,049	69,954
Change in net position					401,917	53,810	455,727	31,568	68,201
Net position - beginning, as restated					1,151,067	2,989,084	4,140,151	648,001	286,779
Net position - ending					\$ 1,552,984	\$ 3,042,894	\$4,595,878	\$ 679,569	\$ 354,980

The notes to the financial statements are an integral part of this statement.

**CITY OF OVILLA, TEXAS**  
**BALANCE SHEET**  
**GOVERNMENTAL FUNDS**  
September 30, 2019

	General	Debt Service	Other Governmental Funds	Total Governmental Funds
<b>ASSETS</b>				
Cash and cash equivalents	\$ 1,625,823	\$ 133,505	\$ 107,524	\$ 1,866,852
Investments	309,200	-	-	309,200
Receivables (net of allowance for uncollectibles)	149,911	7,220	-	157,131
Due from component unit	125	-	-	125
Due from other funds	241	28,778	33,787	62,806
Total assets	<u>\$ 2,085,300</u>	<u>\$ 169,503</u>	<u>\$ 141,311</u>	<u>\$ 2,396,114</u>
<b>LIABILITIES</b>				
Accounts payable and other current liabilities	\$ 285,952	\$ -	\$ 1,755	\$ 287,707
Accrued payroll payable	83,877	-	-	83,877
Due to other funds	59,972	-	-	59,972
Due to component unit	144,158	-	-	144,158
Unearned revenues	526,514	-	-	526,514
Total liabilities	<u>1,100,473</u>	<u>-</u>	<u>1,755</u>	<u>1,102,228</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unavailable revenue-property tax	26,218	6,222	-	32,440
Total deferred inflows of resources	<u>26,218</u>	<u>6,222</u>	<u>-</u>	<u>32,440</u>
<b>FUND BALANCES</b>				
<b>Restricted for:</b>				
Cultural and recreational	64,243	-	93,099	157,342
Debt service	-	163,281	-	163,281
Public safety	1,787	-	33,335	35,122
Streets	-	-	13,122	13,122
<b>Committed for:</b>				
Infrastructure improvements	201,502	-	-	201,502
<b>Unassigned</b>	691,077	-	-	691,077
Total fund balances	<u>958,609</u>	<u>163,281</u>	<u>139,556</u>	<u>1,261,446</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 2,085,300</u>	<u>\$ 169,503</u>	<u>\$ 141,311</u>	<u>\$ 2,396,114</u>

The notes to the financial statements are an integral part of this statement.

**CITY OF OVILLA, TEXAS**  
**RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS**  
**TO THE STATEMENT OF NET POSITION**  
September 30, 2019

Amounts reported for governmental activities in the statement of net position are different because:

Total fund balances - governmental funds (page 14)		\$ 1,261,446
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		3,979,664
Other long-term assets are not available to pay for current period expenditures and, therefore, are reported as unavailable revenue in the funds.		32,440
Deferred outflows of resources are not reported in the governmental funds:		
Deferred outflows of resources related to pension	\$ 272,930	
Deferred outflows of resources related to OPEB	<u>1,153</u>	274,083
Interest payable on long-term debt does not require current financial resources. Therefore interest payable is not reported as a liability in the governmental funds balance sheet.		(16,321)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds.		
Due within one year	(392,550)	
Due in more than one year	<u>(3,581,171)</u>	(3,973,721)
Deferred inflows of resources are not reported in the governmental funds:		
Deferred inflows of resources related to OPEB		<u>(4,607)</u>
Net position of governmental activities (page 12)		<u><u>\$ 1,552,984</u></u>

The notes to the financial statements are an integral part of this statement.



**CITY OF OVILLA, TEXAS**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES**  
**GOVERNMENTAL FUNDS**

For the Fiscal Year Ended September 30, 2019

	General	Debt Service	Other Governmental Funds	Total Governmental Funds
<b>REVENUES</b>				
Property taxes	\$ 1,933,701	\$ 459,519	\$ -	\$ 2,393,220
Sales taxes	275,180	-	68,818	343,998
Franchise taxes	169,397	-	-	169,397
Licenses and permits	151,951	-	-	151,951
Fines and forfeitures	123,231	-	5,959	129,190
Charges for current services	554,539	-	-	554,539
Revenues from use of money and property	17,006	349	695	18,050
Special assessment	-	-	11,374	11,374
Miscellaneous	162,388	-	-	162,388
Intergovernmental	14,143	-	-	14,143
Contributions and donations	-	-	1,940	1,940
Total revenues	<u>3,401,536</u>	<u>459,868</u>	<u>88,786</u>	<u>3,950,190</u>
<b>EXPENDITURES</b>				
Current:				
General government	793,791	-	-	793,791
Public safety	2,211,911	-	2,096	2,214,007
Streets	528,050	-	55,696	583,746
Cultural and recreational	105,465	-	1,675	107,140
Solid waste	243,253	-	-	243,253
Debt service:				
Principal retirement	-	321,491	-	321,491
Interest and fiscal charges	-	140,610	-	140,610
Total expenditures	<u>3,882,470</u>	<u>462,101</u>	<u>59,467</u>	<u>4,404,038</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(480,934)</u>	<u>(2,233)</u>	<u>29,319</u>	<u>(453,848)</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Insurance proceeds	45,556	-	-	45,556
Sale of capital assets	14,179	-	-	14,179
Transfers in	-	115,529	24,946	140,475
Transfers out	(24,946)	-	-	(24,946)
Total other financing sources (uses)	<u>34,789</u>	<u>115,529</u>	<u>24,946</u>	<u>175,264</u>
Net change in fund balances	(446,145)	113,296	54,265	(278,584)
Fund balances-beginning of year	<u>1,404,754</u>	<u>49,985</u>	<u>85,291</u>	<u>1,540,030</u>
Fund balances-end of year	<u>\$ 958,609</u>	<u>\$ 163,281</u>	<u>\$ 139,556</u>	<u>\$ 1,261,446</u>

The notes to the financial statements are an integral part of this statement.

**CITY OF OVILLA, TEXAS**  
**RECONCILIATION OF THE STATEMENT OF REVENUES,**  
**EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS**  
**TO THE STATEMENT OF ACTIVITIES**  
For the Fiscal Year Ended September 30, 2019

Amounts reported for governmental activities in the statement of activities (page 13) are different because:

Net Change in Fund Balances - total governmental funds (page 16)	\$ (278,584)
--	--------------

Governmental funds report capital outlay as expenditures. However, in the government-wide statement of activities and changes in net position, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount of capital outlay recorded as capital assets in the current period.	763,973
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The net effect of various transactions involving capital assets (i.e., asset retirements/disposals) is to decrease net position.	(40,793)
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Depreciation expense on capital assets is reported in the government-wide statement of activities and changes in net position, but they do not require the use of current financial resources. Therefore, depreciation expense is not reported as expenditure in governmental funds.	(282,633)
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The issuance of long-term debt (e.g. bonds) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.

Bond principal repayments	\$ 321,491		
Amortization of bond discount	(774)		
Amortization of bond premium	7,163		327,880

Accrued interest expense on long-term debt is reported in the government-wide statement of activities and changes in net position, but does not require the use of current financial resources; therefore, accrued interest expense is not reported as expenditures in governmental funds. Change in accrued interest.	1,204
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Some revenues will not be collected for several months after the City's fiscal year end. These are not considered "available" revenues in the governmental funds until received. Change in unavailable revenue on fund statements.	(19,249)
--	----------

Pension and OPEB contributions are recorded as expenditures in the governmental funds. However, in the statement of activities, these contributions are converted to the full accrual pension and OPEB amounts.

Deferred outflows/inflows of resources related to pension	227,673		
Deferred outflows/inflows of resources related to OPEB	(7,733)		219,940

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.

Compensated absences	(5,945)		
Net pension liability	(286,365)		
OPEB Liability	2,489		(289,821)

Change in net position of governmental activities (page 13)	\$ 401,917
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The notes to the financial statements are an integral part of this statement.

**CITY OF OVILLA, TEXAS**  
**STATEMENT OF NET POSITION**  
**PROPRIETARY FUND**  
September 30, 2019

	<b>Business-type Activities - Enterprise (Water and Sewer) Fund</b>
<b>ASSETS</b>	
Current assets:	
Cash and cash equivalents	\$ 1,157,926
Receivables (net of allowance for uncollectibles)	255,257
Inventories	13,055
Total current assets	<u>1,426,238</u>
Noncurrent assets:	
Restricted assets:	
Cash and cash equivalents	136,930
Total restricted assets	<u>136,930</u>
Capital assets (net, where applicable of accumulated depreciation)	2,566,867
Total noncurrent assets	<u>2,703,797</u>
Total assets	<u>4,130,035</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	
Deferred outflows of resources related to pension	56,468
Deferred outflows of resources related to OPEB	303
Total deferred outflows of resources	<u>56,771</u>
<b>LIABILITIES</b>	
Current liabilities:	
Accounts payable and other current liabilities	69,401
Accrued payroll payable	10,895
Due to other funds	2,834
Accrued interest payable	3,986
Compensated absences	14,873
Customer deposits payable	96,852
Bonds payable	81,453
Total current liabilities	<u>280,294</u>
Noncurrent liabilities:	
Bonds payable	773,583
Net pension liability	80,276
OPEB liability	8,813
Total noncurrent liabilities	<u>862,672</u>
Total liabilities	<u>1,142,966</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>	
Deferred inflows of resources related to OPEB	946
Total deferred inflows of resources	<u>946</u>
<b>NET POSITION</b>	
Net investment in capital assets	1,844,926
Restricted for infrastructure improvements	3,835
Unrestricted	1,194,133
Total net position	<u>\$ 3,042,894</u>

The notes to the financial statements are an integral part of this statement.

**CITY OF OVILLA, TEXAS**  
**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION**  
**PROPRIETARY FUND**  
For the Fiscal Year Ended September 30, 2019

	<b>Business-type Activities - Enterprise (Water and Sewer) Fund</b>
<b>OPERATING REVENUES</b>	
Water sales	\$ 790,064
Sewer service charge	407,178
Impact fees	85,361
Infrastructure improvement fees	110,916
Miscellaneous	96,476
Total operating revenues	<u>1,489,995</u>
<b>OPERATING EXPENSES</b>	
Water administration	180,225
Water	650,077
Sewer	355,738
Depreciation	197,063
Total operating expenses	<u>1,383,103</u>
Operating income	<u>106,892</u>
<b>NONOPERATING REVNUES (EXPENSES)</b>	
Investment earnings	9,725
Interest and fiscal charges	(32,274)
Total nonoperating revenue (expenses)	<u>(22,549)</u>
Income before contributions and transfers	84,343
Capital contributions	84,996
Transfer out	<u>(115,529)</u>
Change in net position	53,810
Net position - beginning, as restated	2,989,084
Net position - ending	<u><u>\$ 3,042,894</u></u>

The notes to the financial statements are an integral part of this statement.

**CITY OF OVILLA, TEXAS**  
**STATEMENT OF CASH FLOWS**  
**PROPRIETARY FUND**  
For the Fiscal Year Ended September 30, 2019

	<b>Business-type Activities - Enterprise (Water and Sewer) Fund</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Receipts from customers and users	\$ 1,457,613
Payments to suppliers	(817,992)
Payments to employees	(342,035.52)
Net cash provided by (used for) operating activities	<u>297,585</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>	
Repayment of advances from other funds	(17,566)
Transfers to other funds	(115,529)
Net cash provided by (used for) noncapital financing activities	<u>(133,095)</u>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>	
Acquisition and construction of capital assets	(62,380)
Principal paid on bond maturities	(78,509)
Interest and fiscal charges paid on bonds	(34,238)
Net cash provided by (used for) capital and related financing activities	<u>(175,127)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Interest on investments	9,725
Net cash provided by investing activities	<u>9,725</u>
Net increase in cash and cash equivalents	(912)
Cash and cash equivalents October 1 (including \$254,207 reported in restricted accounts)	<u>1,295,768</u>
Cash and cash equivalents September 30 (including \$136,930 reported in restricted accounts)	<u>\$ 1,294,856</u>
<b>Reconciliation of operating income to net cash provided by (used for) operating activities:</b>	
Operating income	\$ 106,892
Adjustments to reconcile operating income to net cash provided by (used for) operating activities:	
Depreciation	197,063
(Increase) decrease in accounts receivable	(44,059)
(Increase) decrease in inventory	2,641
(Increase) decrease in OPEB related deferred outflows	(28,700)
(Increase) decrease in pension related deferred outflows	782
Increase (decrease) in accounts payable	9,737
Increase (decrease) in accrued payroll payable	(3,232)
Increase (decrease) in customer deposits payable	11,677
Increase (decrease) in compensated absences	501
Increase (decrease) in net pension liability	57,960
Increase (decrease) in OPEB liability	(2,238)
Increase (decrease) in pension related deferred inflows	(12,385)
Increase (decrease) in OPEB related deferred inflows	946
Total adjustments	<u>190,693</u>
Net cash provided by (used for) operating activities	<u>\$ 297,585</u>
<b>Noncash investing, capital and financing activities:</b>	
Contributions of capital assets from developers	<u>\$ 84,996</u>

The notes to the financial statements are an integral part of this statement.

**CITY OF OVILLA, TEXAS**  
**STATEMENT OF FIDUCIARY NET POSITION**  
**FIDUCIARY FUND**  
September 30, 2019

	<b>Insurance Trust Fund</b>
<b>ASSETS</b>	
Current assets:	
Cash and cash equivalents	\$ 297
Total current assets	<u>297</u>
Total assets	<u>297</u>
<b>LIABILITIES</b>	-
<b>NET POSITION</b>	
Restricted for employee benefits	297
Total net position	<u><u>\$ 297</u></u>

The notes to the financial statements are an integral part of this statement.



**CITY OF OVILLA, TEXAS**  
**STATEMENT OF CHANGES IN FIDUCIARY NET POSITION**  
**FIDUCIARY FUND**  
For the Fiscal Year Ended September 30, 2019

	<b>Insurance Trust Fund</b>
<b>ADDITIONS</b>	
Contributions	
Employer	\$ 248,720
Revenues from use of money	17
Total contributions	<u>248,737</u>
Total additions	
 <b>DEDUCTIONS</b>	
Benefits	<u>248,525</u>
Total deductions	<u>248,525</u>
 Change in net position	 212
 Net position - beginning	 <u>85</u>
Net position - ending	<u><u>\$ 297</u></u>

The notes to the financial statements are an integral part of this statement.

**CITY OF OVILLA, TEXAS**  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2019

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**A. Description of government-wide financial statements**

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component units. *Governmental activities*, which normally are supported by taxes, intergovernmental revenues, and other nonexchange transactions, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges to external customers for support. Likewise, the *primary government* is reported separately from the legally separate *component units* for which the primary government is financially accountable.

**B. Reporting entity**

The City of Ovilla, Texas (the "City") is a general law municipality and was incorporated in 1963. The accompanying financial statements present the City and its component units, entities for which the City is considered to be financially accountable. The City (the primary government) is financially accountable if it appoints a voting majority of the organization's governing board and (1) is able to impose its will on the organization or (2) there is a potential for the organization to provide specific financial benefit to or impose specific financial burden on the City. Additionally, the City is required to consider other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the City's financial statements to be misleading or incomplete. The financial statements are formatted to allow the user to clearly distinguish between the primary government and its component units.

***Discretely presented component units.*** The Corporations described below are included in the City's reporting entity because the City appoints the governing body and the Corporations are fiscally dependent on the City. The Corporations are reported as discretely presented component units since the governing body is not substantively the same as the governing body of the City, and they provides services to the citizens of Ovilla and the surrounding area as opposed to only the primary government. To emphasize that they are legally separate from the City, they are reported in separate columns in the financial statements.

The *Ovilla 4B Economic Development Corporation* was created under Section 4B of the Development Corporation Act of 1979, as amended, Article 5190.6, Vernon's Texas civil statutes, as amended, and is responsible for collecting and disbursing the one-half percent sales tax to be used for economic development within the City. The members of the Corporation's board are appointed by the City. The City can impose its will on the Corporation by significantly influencing the program, projects, activities, or level of service performed by the Corporation. The Corporation is presented as a governmental fund type and has a September 30 year-end.

**CITY OF OVILLA, TEXAS**  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2019

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**B. Reporting entity (continued)**

The *Ovilla Municipal Development District* was created in accordance with Chapter 377 of the Texas Local Government Code and is responsible for collecting and disbursing the one-quarter percent sales tax to be used for municipal development within the City. The members of the District's board are appointed by the City. The City can impose its will on the District by significantly influencing the program, projects, activities, or level of service performed by the District. The District is presented as a governmental fund type and has a September 30 year-end.

Separate financial statements for the Corporation and District are not issued.

**C. Basis of presentation - government-wide financial statements**

While separate government-wide and fund financial statements are presented, they are interrelated. The governmental activities column incorporates data from governmental funds, while business-type activities incorporate data from the government's enterprise funds. Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements.

As discussed earlier, the City has two discretely presented component units. The Ovilla 4B Economic Development Corporation and Ovilla Municipal Development District are considered to be major component units and are shown in separate columns in the government-wide financial statements.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the City's water and sewer function and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

**D. Basis of presentation - fund financial statements**

The fund financial statements provide information about the City's funds, including its fiduciary funds. Separate statements for each fund category—governmental, proprietary and fiduciary—are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds. Major individual governmental and enterprise funds are reported as separate columns in the fund financial statements.

**CITY OF OVILLA, TEXAS**  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2019

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**D. Basis of presentation - fund financial statements (continued)**

The City reports the following major governmental funds:

The *general fund* is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *debt service fund* accounts for the resources accumulated and payments made for principal and interest and related costs on long-term general obligation debt of governmental funds.

The City reports the following major enterprise fund:

The *water and sewer fund* accounts for the activities of the sewage pumping stations and collection systems, and the water distribution system.

The City reports the following fiduciary fund:

The *insurance trust fund* is used to account for the receipt, investment, and distribution of contributions used to pay premiums on insured employee welfare benefit plans.

During the course of operations the City has activity between funds for various purposes. Any residual balances outstanding at year end are reported as due from/to other funds. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds included in governmental activities (i.e., the governmental funds) are eliminated so that only the net amount is included as internal balances in the governmental activities column.

Further, certain activity occurs during the year involving transfers of resources between funds. In fund financial statements these amounts are reported at gross amounts as transfers in/out. While reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Transfers between the funds included in governmental activities are eliminated so that only the net amount is included as transfers in the governmental activities column.

**CITY OF OVILLA, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
September 30, 2019

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**E. Measurement focus and basis of accounting**

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, sales taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period if received during the period or within the availability period for this revenue source (within 60 days of year end). Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year end). All other revenue items are considered to be measurable and available only when cash is received by the City.

The proprietary and insurance trust fund are reported using the *economic resources measurement focus* and the *accrual basis of accounting*.

**CITY OF OVILLA, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
September 30, 2019

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**F. Assets, liabilities, deferred outflows/inflows of resources, and net position/fund balance**

***1. Cash and cash equivalents***

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, certificates of deposit and short-term investments with original maturities of three months or less from the date of acquisition.

***2. Investments***

Investments for the City are reported at fair value (generally based on quoted market prices) except for the position in TexPool and TexSTAR.

In accordance with state law, TexPool operates in conformity with all of the requirements of the Securities and Exchange Commission's (SEC) Rule 2a7 as promulgated under the Investment Company Act of 1940, as amended. Accordingly, TexPool qualifies as a 2a7-like pool and is reported at the net asset value per share (which approximates fair value) even though it is calculated using the amortized cost method. TexPool is subject to regulatory oversight by the State Treasurer, although it is not registered with the SEC.

The State Comptroller of Public Accounts oversees TexPool. Federated Investors is the full service provider to the pools managing the assets, providing participant services, and arranging for all custody and other functions in support of the pools operations under a contract with the Comptroller.

TexPool is managed conservatively to provide a safe, efficient, and liquid investment alternative to Texas governments. The pools seek to maintain a \$1.00 value per share as required by the Texas Public Funds Investment Act. TexPool investments consist exclusively of U.S. Government securities, repurchase agreements collateralized by U.S. Government securities, and AAA-rated no-load money market mutual funds. TexPool is rated AAAM by Standard & Poor's, the highest rating a local government investment pool can achieve. The weighted average maturities of the pools cannot exceed 60 days, with the maximum maturity of any investment limited to 13 months. TexPool, like its participants, is governed by the Texas Public Funds Investment Act, and is in full compliance with the Act.

TexSTAR is a local government investment pool created under the Interlocal Cooperation Act specifically tailored to meet Texas state and local government investment objectives of preservation of principal, daily liquidity and competitive yield. The fund is rated AAAM by Standard and Poor's and maintains a maturity of 60 days or less, with a maximum maturity of 13 months for any individual security. The fund seeks to maintain a constant dollar objective and fulfills all requirements of the Texas PFIA for local government investment pools.



**CITY OF OVILLA, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
September 30, 2019

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**F. Assets, liabilities, deferred outflows/inflows of resources, and net position/fund balance (continued)**

J.P. Morgan Investment Management Inc. ("JPMIM" or the "investment manager") and Hilltop Securities Inc. ("HTS") serve as co-administrators for TexSTAR under an agreement with the TexSTAR board of directors (the "Board"). JPMIM provides investment management services, and First Southwest, A Division of HTS, provides participant services and marketing. Custodial, fund accounting and depository services are provided by JPMorgan Chase Bank, N.A. and/or its subsidiary J.P. Morgan Investor Services Co. Transfer agency services are provided by Boston Financial Data Services, Inc. ("BFDS" or the "Transfer Agent"). Each of JPMIM, HTS, BFDS, and JPMorgan Chase Bank, N.A. may provide certain services, including those described herein, through the use of subcontractors or delegates.

**3. *Restricted assets***

Certain proceeds of the City's enterprise fund bonds are classified as restricted assets on the statement of net position because they are maintained in separate bank accounts and their use is limited by applicable bond covenants. The "bond construction" account is used to report those proceeds of bond issuances that are restricted for use in construction. The "infrastructure impact fees" account is used to segregate resources accumulated for infrastructure improvements.

**4. *Receivables and allowances for doubtful accounts***

All trade and property tax receivables are shown net of an allowance for uncollectibles. Trade accounts receivable in excess of 90 days comprise the trade accounts receivable allowance for uncollectibles. The property tax receivable allowance is the lesser of .2 percent of the tax levy for each fiscal year or the outstanding property taxes for each fiscal year at year end.

**5. *Inventories***

Inventories are valued at cost using the first-in/first-out (FIFO) method and consist of expendable supplies and vehicle repair parts. The cost of such inventories is recorded as expenditures/expenses when consumed rather than when purchased.

**CITY OF OVILLA, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
September 30, 2019

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**F. Assets, liabilities, deferred outflows/inflows of resources, and net position/fund balance (continued)**

**6. Capital assets**

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, bridges, sidewalks and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than \$2,000 and an estimated useful life in excess of one year.

As the City constructs or acquires additional capital assets each period, they are capitalized and reported at historical cost. The reported value excludes normal maintenance and repairs which are essentially amounts spent in relation to capital assets that do not increase the capacity or efficiency of the item or increase its estimated useful life. Donated capital assets are recorded at their acquisition value at the date of donation.

Land and construction in progress are not depreciated. The other property, plant, equipment, and infrastructure of the primary government are depreciated using the straight line method over the following estimated useful lives:

<b><u>Capital asset classes</u></b>	<b><u>Lives</u></b>
Buildings	30-40
Improvements	5-40
Machinery and equipment	3-15
Infrastructure	10-40

**CITY OF OVILLA, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
September 30, 2019

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**F. Assets, liabilities, deferred outflows/inflows of resources, and net position/fund balance (continued)**

***7. Deferred outflows/inflows of resources***

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. Deferred outflows of resources reported in this year's financial statements include (1) a deferred outflow of resources related to the difference between expected and actual experience data used by the actuary for pension expense, (2) a deferred outflow of resources related to the difference between the projected and actual investment earnings for the City's multiple-employer defined benefit plan, and (3) a deferred outflow of resources for contributions made to the City's defined benefit pension plan and OPEB plan between the measurement date of the net pension liabilities from that plan and the end of the City's fiscal year. Deferred outflows for difference in expected and actual pension experience is attributed to pension expense over a total of 3.34 years. Deferred outflows of resources related to the difference between the projected and actual investment earnings is attributed to pension expense over a total of 7.14 years. Deferred outflows for pension and OPEB contributions will be recognized in the subsequent fiscal year. No deferred outflows of resources affect the governmental funds financial statements in the current year.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. Deferred inflows of resources are reported in the City's various statements of net position for (1) the difference between expected and actual experience data used by the actuary related to OPEB, and (2) a deferred inflow of resources related to changes in actuarial assumptions of the City's OPEB plan. Deferred inflow of resources related to the difference between expected and actual experience data is attributed to OPEB expense over a total of 7.14 years, including the current year. The differences between the projected and actual investment earnings are attributed to OPEB expense over a total of 7.14 years, including the current year. In its governmental funds, the only deferred inflow of resources is for revenues that are not considered available. The City will not recognize the related revenues until they are available (collected not later than 60 days after the end of the City's fiscal year) under the modified accrual basis of accounting. Accordingly, unavailable revenues from property taxes and intergovernmental revenue are reported in the governmental funds balance sheet.

**CITY OF OVILLA, TEXAS**  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2019

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**F. Assets, liabilities, deferred outflows/inflows of resources, and net position/fund balance  
(continued)**

***8. Long-term obligations***

In the government-wide financial statements, and proprietary fund type in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statements of net position.

In the fund financial statements, governmental fund types report the face amount of debt issued is reported as other financing sources.

***9. Net position flow assumption***

Net position represent the difference between assets and deferred outflows of resources, and liabilities and deferred inflows of resources on the government-wide financial statements. Net positions are classified in the following categories:

*Net investment in capital assets* —This amount consists of capital assets net of accumulated depreciation and reduced by outstanding debt that is attributed to the acquisition, construction, or improvement of the assets.

*Restricted net position* —This amount is restricted by creditors, grantors, contributors, or laws or regulations of other governments.

*Unrestricted net position* —This amount is the net position that does not meet the definition of “net investment in capital assets” or “restricted net position”.

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

**CITY OF OVILLA, TEXAS**  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2019

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**F. Assets, liabilities, deferred outflows/inflows of resources, and net position/fund balance (continued)**

**10. Fund balance flow assumption**

The governmental fund financial statements present fund balance categorized based on the nature and extent of the constraints placed on the specific purposes for which a government's funds may be spent. The following classifications describe the relative strength of the spending constraints:

*Nonspendable fund balance*—amounts that are not in spendable form (such as inventory and prepaid items) or are required to be maintained intact.

*Restricted fund balance*—amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation.

*Committed fund balance*—amounts constrained to specific purposes by the City itself, using its highest level of decision-making authority (i.e., City Council). To be reported as committed, amounts cannot be used for any other purpose unless the City takes the same highest level action to remove or change the constraint.

*Assigned fund balance*—amounts the City intends to use for a specific purpose. Intent can be expressed by the City Council or by an official or body to which the City Council delegates the authority.

*Unassigned fund balance*—amounts that represent fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund. Other governmental funds might report a negative balance in this classification, as the result of overspending for specific purposes for which amounts had been restricted, committed, or assigned. Positive balances are reported only in the General Fund.

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

**CITY OF OVILLA, TEXAS**  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2019

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**G. Revenues and expenditures/expenses**

***1. Program revenues***

Amounts reported as *program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions (including special assessments) that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes, including those dedicated for specific purposes, and other internally dedicated resources are reported as general revenues rather than as program revenues.

***2. Property taxes***

The City's property tax is levied each October 1 on the assessed value listed as of the prior January 1 for all real and personal property. Appraised values are established by the Ellis Appraisal District as market value and assessed at 100% of appraised value. Property taxes attach as an enforceable lien on property as of January 1. The Ellis County Tax Assessor/Collector bills and collects the City's property taxes, which are due October 1. Full payment can be made prior to the next January 31 to avoid penalty and interest charges. Over time substantially all property taxes are collected.

***3. Compensated absences***

The City's policy permits employees to accumulate earned but unused vacation benefits, which are eligible for payment upon separation from City service. The liability for such leave is reported as incurred in the government-wide and proprietary fund financial statements. A liability for those amounts is recorded in the governmental funds only if the liability has matured as a result of employee resignations or retirements. The liability for compensated absences includes salary-related benefits, where applicable. Vacation leave shall be taken during the year following its accumulation.

***4. Proprietary funds operating and nonoperating revenues and expenses***

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the utility and nonmajor enterprise funds are charges to customers for sales and services. The utility fund also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for the enterprise funds includes the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.



**CITY OF OVILLA, TEXAS**  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2019

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**G. Revenues and expenditures/expenses (continued)**

***5. Pensions and Other Postemployment Benefit (OPEB)***

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the Fiduciary Net Position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

GASB 75 requires recognition of the Total OPEB Liability (TOL), deferred (inflows)/outflows of resources, and total OPEB expense on the face of the employer's financial statements. The TOL is calculated by the System's actuary in accordance with the provisions of GASB 75. The OPEB expense and deferred (inflows)/outflows of resources related to OPEB, which are required to be reported by an employer, primarily result from changes in the components of the TOL. Most changes in the TOL will be included in OPEB expense in the period of the change. For example, changes in the TOL resulting from current-period service cost, interest on the TOL, and changes of benefit terms are required to be included in OPEB expense immediately. Changes in the TOL that have not been included in OPEB expense are required to be reported as deferred outflows of resources or deferred inflows of resources related to OPEB.

**NOTE 2 – DETAILED NOTES ON ALL ACTIVITIES AND FUNDS**

**A. Cash deposits with financial institutions**

*Custodial credit risk-deposits.* In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may not be returned to it. State statutes require that all deposits in financial institutions be fully insured or collateralized by U.S. Government obligations or obligations of Texas and its agencies that have a market value of not less than the principal amount of the deposits. At year-end, the City's bank balance was \$3,401,935. Of the bank balance, \$617,969 was covered by federal depository insurance and the remaining balance, \$2,783,966 was covered by collateral pledged in the City's name. The collateral was held in the City's name by the safekeeping departments of the pledging bank's agent and had a fair value of approximately \$5,492,000.

**CITY OF OVILLA, TEXAS**  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2019

**NOTE 2 – DETAILED NOTES ON ALL ACTIVITIES AND FUNDS (continued)**

**B. Investments**

Public funds of the City of Ovilla may be invested in the following obligations: (1) obligations of the United States or its agencies and instrumentalities, excluding mortgage-backed securities and including or any obligation fully guaranteed or insured by the FDIC, (2) direct obligations of the State of Texas, or its agencies and instrumentalities, (3) other obligations which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, excluding mortgage-related securities, (4) fully insured or collateralized certificates of deposits at a national or state bank with FDIC membership, domiciled within the State of Texas, (5) investment pools meeting the criteria established by section 2256.016 of the Texas Government Code, (6) repurchase agreements, reverse repurchase agreements, bankers' acceptances, and commercial paper provided these instruments are authorized for the City to the extent that they are contained in the portfolios of approved public funds investment pools in which the City invests, and (7) regulated no-load money market mutual funds.

The State Treasurer's Investment Pools (TexPool and TexSTAR) operate in accordance with state law, which requires it to meet all of the requirements of Rule 2a-7 of the Securities and Exchange Commission. See note 1.G.2, *Investments*, for a discussion of how the shares in the Pool are valued. TexPool and TexSTAR invest in a high quality portfolio of debt securities investments legally permissible for municipalities and school districts in the state.

<u>Investment Type</u>	<u>Fair Value</u>
TexPool	\$ 322
TexSTAR	10,755
Certificates of deposit	309,200
	<u>\$ 320,277</u>

Generally, *credit risk* is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. As of September 30, 2019, the City's investment in both TexPool and TexSTAR are rated AAAm by Standard & Poor's.

*Concentration of credit risk.* The City's investment policy contains no limitations on the amount that can be invested in authorized local government investment pools.

TexPool and TexSTAR are considered cash equivalents on the Government-wide Statement of Net Position and on the Balance Sheets of the Fund Financial Statements.

**CITY OF OVILLA, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
September 30, 2019

**NOTE 2 – DETAILED NOTES ON ALL ACTIVITIES AND FUNDS (continued)**

**C. Restricted assets**

The balances of the restricted asset accounts in the proprietary fund are as follows:

Bond construction account	\$ 133,095
Infrastructure impact fees	3,835
	<u>\$ 136,930</u>

**D. Receivables**

Amounts are aggregated into a single accounts receivable (net of allowance for uncollectibles) line for certain funds and aggregated columns. Below is the detail of receivables for the general, debt service, and water and sewer funds, including the applicable allowances for uncollectible accounts:

<b><u>Receivables:</u></b>	<b>General</b>	<b>Debt Service</b>	<b>Water and Sewer</b>	<b>Total</b>
Taxes	\$ 144,062	\$ 13,022	\$ -	\$ 157,084
Accounts	27,281	-	267,200	294,481
Gross receivables	171,343	13,022	267,200	451,565
Less: allowance for uncollectibles	(21,432)	(5,802)	(11,943)	(39,177)
Net total receivables	<u>\$ 149,911</u>	<u>\$ 7,220</u>	<u>\$ 255,257</u>	<u>\$ 412,388</u>

**E. Capital assets**

Capital asset activity for the year ended September 30, 2019, was as follows:

**Governmental activities:**

	<b>Beginning Balance</b>	<b>Increases</b>	<b>Decreases</b>	<b>Ending Balance</b>
Capital assets not being depreciated:				
Land	\$ 147,035	\$ 250,728	\$ -	\$ 397,763
Construction in progress	-	24,569	-	24,569
Total capital assets not being depreciated	<u>147,035</u>	<u>275,297</u>	<u>-</u>	<u>422,332</u>
Capital assets being depreciated:				
Buildings	392,754	-	-	392,754
Machinery and equipment	3,194,265	199,805	(102,776)	3,291,294
Infrastructure	2,988,385	288,871	-	3,277,256
Totals capital assets being depreciated	<u>6,575,404</u>	<u>488,676</u>	<u>(102,776)</u>	<u>6,961,304</u>
Less accumulated depreciation for:				
Buildings	(199,685)	(13,092)	-	(212,777)
Machinery and equipment	(2,497,403)	(185,152)	61,983	(2,620,572)
Infrastructure	(486,234)	(84,389)	-	(570,623)
Total accumulated depreciation	<u>(3,183,322)</u>	<u>(282,633)</u>	<u>61,983</u>	<u>(3,403,972)</u>
Total capital assets, being depreciated, net	<u>3,392,082</u>	<u>206,043</u>	<u>(40,793)</u>	<u>3,557,332</u>
Governmental activities capital assets, net	<u>\$ 3,539,117</u>	<u>\$ 481,340</u>	<u>\$ (40,793)</u>	<u>\$ 3,979,664</u>

**CITY OF OVILLA, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
September 30, 2019

**NOTE 2 - DETAILED NOTES ON ALL ACTIVITIES AND FUNDS (continued)**

**E. Capital assets (continued)**

Certain reclassifications have been made to the prior year data to conform with the current year presentation.

Depreciation expense was charged to the functions/programs of the governmental activities of the primary government as follows:

**Governmental activities:**

General government	\$ 14,816
Public safety	147,698
Streets	111,081
Cultural and recreational	9,038
Total depreciation expense - governmental activities	<u>\$ 282,633</u>

**Business-type activities:**

	Beginning Balance	Increases	Decreases	Ending Balance
Capital assets not being depreciated:				
Land	\$ 86,700	\$ -	\$ -	\$ 86,700
Construction in progress	-	20,764	-	20,764
Total capital assets not being depreciated	<u>86,700</u>	<u>20,764</u>	<u>-</u>	<u>107,464</u>
Capital assets being depreciated:				
Buildings	85,084	-	-	85,084
Improvements	5,525,151	121,850	-	5,647,001
Machinery and equipment	304,026	4,762	-	308,788
Total capital assets being depreciated	<u>5,914,261</u>	<u>126,612</u>	<u>-</u>	<u>6,040,873</u>
Less accumulated depreciation for:				
Buildings	(34,620)	(2,331)	-	(36,951)
Improvements	(3,122,122)	(179,150)	-	(3,301,272)
Machinery and equipment	(227,665)	(15,582)	-	(243,247)
Total accumulated depreciation	<u>(3,384,407)</u>	<u>(197,063)</u>	<u>-</u>	<u>(3,581,470)</u>
Total capital assets being depreciated, net	<u>2,529,854</u>	<u>(70,451)</u>	<u>-</u>	<u>2,459,403</u>
Business-type capital assets, net	<u>\$ 2,616,554</u>	<u>\$ (49,687)</u>	<u>\$ -</u>	<u>\$ 2,566,867</u>

Certain reclassifications have been made to the prior year data to conform with the current year presentation.

**CITY OF OVILLA, TEXAS**  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2019

**NOTE 2 - DETAILED NOTES ON ALL ACTIVITIES AND FUNDS (continued)**

**F. Significant commitments**

The City has entered into a memorandum of agreement with the City of Dallas, Texas to purchase treated water for a term of thirty years, expiring in 2039. The City pays for water based on the volume received at a flat rate as determined under the contract. The City of Dallas agrees to provide potable water to meet volume and demand requirements of the City. Delivery of potable water are subject to and limited to available system supply and system deliverability, as determined by the Director of Water Utilities of Dallas. If the City ceases to take water from the City of Dallas because other surface water supplies have been developed or acquired, the City shall for five years or the balance of this contract, whichever is less, remain liable for demand charges at the billing level in effect at such cessation.

Expenses incurred for the year ended September 30, 2019 were \$348,516.

The City has entered into a contract with the Trinity River Authority of Texas - Red Oak Creek Regional Wastewater System to obtain wastewater treatment services. In the contract, the Authority agreed to acquire and construct a regional wastewater treatment system to serve the City and other contractual parties, in the area of the watershed or drainage basin of Red Oak Creek, being a tributary of the Trinity River, and located in Ellis and Dallas Counties, Texas. The Trinity River Authority (TRA) is a governmental agency, which is controlled by directors appointed by the governor.

The City is responsible for a proportionate share of the system's annual operation, maintenance and debt service costs for the term of the contract. These costs are determined annually and are payable in monthly installments. A current schedule of estimated future contractual payments due to the Authority is shown below:

<b><u>Year Ending</u></b> <b><u>September 30</u></b>	<b><u>Amount</u></b>
2020	<u>\$ 276,744</u>

Expenses incurred for the year ended September 30, 2019 were \$250,893.

The payments to be received from the City of Ovilla, Texas are used as collateral for the bonds issued by TRA to construct the facility.

Complete separate financial statements for the Trinity River Authority may be obtained at Trinity River Authority of Texas, 5300 South Collins, P.O. Box 60, Arlington, Texas 76004.

The City has entered into a contract with Progressive Waste Solutions of TX, Inc. that grants the exclusive right to operate and maintain the collection, transportation and recycling or disposal of municipal solid waste, expiring in November 30, 2023.

Expenses incurred for the year ended September 30, 2019 were \$243,253.

**CITY OF OVILLA, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
September 30, 2019

**NOTE 2 - DETAILED NOTES ON ALL ACTIVITIES AND FUNDS (continued)**

**G. Risk management**

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City maintains commercial insurance coverage covering each of those risks of loss. Management believes such coverage is sufficient to preclude any significant uninsured losses to the City. Settled claims have not exceeded this commercial coverage in any of the past three fiscal years.

**H. Long-term liabilities**

General Obligation Bonds

The City issues general obligation bonds to provide funds for the acquisition, construction and maintenance of major capital facilities. General obligation bonds have been issued for both governmental and business-type activities. General obligation bonds are direct obligations and pledge the full faith and credit of the government. General obligation bonds outstanding at September 30, 2019 are as follows:

***Governmental Activities:***

<u>Series</u>	<u>Maturity Issue Amount</u>	<u>Interest Date</u>	<u>Year-end Rate</u>	<u>Balances</u>
2011 - Refunding	\$ 5,959,638	8/15/2029	2%-4%	<u>\$ 3,431,915</u>

***Business-type Activities:***

<u>Series</u>	<u>Issue Amount</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Year-end Balances</u>
2011 - Refunding	\$ 1,455,362	8/15/2029	2%-4%	<u>\$ 838,085</u>

The debt service requirements for the City's bonds payable are as follows:

<u>Year Ending September 30</u>	<u>Governmental Activities</u>		<u>Business-type Activities</u>	
	<u>General Obligation Refunding Bonds</u>		<u>General Obligation Refunding Bonds</u>	
	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>
2020	\$ 333,547	\$ 130,566	\$ 81,453	\$ 31,884
2021	337,565	120,559	82,435	29,441
2022	341,584	110,432	83,416	26,968
2023	361,677	96,769	88,323	23,631
2024	377,752	82,302	92,248	20,098
2025-2029	1,679,790	171,837	410,210	41,963
	<u>\$ 3,431,915</u>	<u>\$ 712,465</u>	<u>\$ 838,085</u>	<u>\$ 173,985</u>



**CITY OF OVILLA, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
September 30, 2019

**NOTE 2 - DETAILED NOTES ON ALL ACTIVITIES AND FUNDS (continued)**

**H. Long-term liabilities (continued)**

Compensated Absences

Compensated absences represent the estimated liability for employees' paid time off benefits for which employees are entitled to be paid upon termination. The retirement of this liability is paid from the General Fund and Water and Sewer Fund based on the assignment of an employee at termination.

Net Pension Liability

The net pension liability represents the liability for employees' for projected pension benefit payments to be provided to current active and inactive employees that is attributed to those employees' past periods of service less the amount of the pension plan's fiduciary net position.

Total OPEB Liability

The total OPEB liability represents the portion of the actuarial present value of projected benefit payments that is attributed to past periods of employee service in conformity with the requirements of GASB Statement No. 75.

Changes in long-term liabilities

Changes in the City's long-term liabilities for the year ended September 30, 2019 are as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
<b>Governmental activities:</b>					
Bonds payable:					
General obligation					
refunding bonds	\$ 3,753,406	\$ -	\$ (321,491)	\$ 3,431,915	\$ 333,547
Less deferred amounts:					
For issuance discount	(5,026)	-	774	(4,252)	-
For issuance premium	78,785	-	(7,163)	71,622	-
Total bonds payable	3,827,165	-	(327,880)	3,499,285	333,547
Compensated absences	53,058	41,390	(35,445)	59,003	59,003
Net pension liability	87,979	286,365	-	374,344	-
Total OPEB liability	43,578	-	(2,489)	41,089	-
Governmental activity					
Long-term liabilities	<u>\$ 4,011,780</u>	<u>\$ 327,755</u>	<u>\$ (365,814)</u>	<u>\$ 3,973,721</u>	<u>\$ 392,550</u>

General obligation refunding bonds issued for governmental activity purposes are liquidated by the debt service fund. Governmental compensated absences, net pension liability, and total OPEB liability will be liquidated by the general fund.

**CITY OF OVILLA, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
September 30, 2019

**NOTE 2 - DETAILED NOTES ON ALL ACTIVITIES AND FUNDS (continued)**

**H. Long-term liabilities (continued)**

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
<b>Business-type activities:</b>					
Bonds payable:					
General obligation refunding bonds	\$ 916,594	\$ -	\$ (78,509)	\$ 838,085	\$ 81,453
Less deferred amounts:					
For issuance discount	(619)	-	79	(540)	-
For issuance premium	19,240	-	(1,749)	17,491	-
Total bonds payable	935,215	-	(80,179)	855,036	81,453
Compensated absences	14,372	8,498	(7,997)	14,873	14,873
Net pension liability	22,316	57,960	-	80,276	-
Total OPEB liability	11,052	-	(2,239)	8,813	-
Business-type activity					
Long-term liabilities	<u>\$ 982,955</u>	<u>\$ 66,458</u>	<u>\$ (90,415)</u>	<u>\$ 958,998</u>	<u>\$ 96,326</u>

General obligation refunding bonds issued for business-type activities are repaid from those activities. Business-type compensated absences, net pension liability, and total OPEB liability will be liquidated by those activities.

**I. Fund balance**

***Minimum fund balance policy.*** The City's goal is to maintain an unassigned fund balance in the general fund equal to twenty-five percent of budgeted expenditures less budgeted capital equipment items and any amounts budgeted as reserves.

**J. Interfund receivables and payables**

The composition of interfund balances as of September 30, 2019 is as follows:

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
Nonmajor governmental funds	General	\$ 33,787
General	Water and sewer	241
Debt service	General	26,185
Debt service	Water and sewer	2,593
		<u>\$ 62,806</u>

The outstanding balances between funds result mainly from the time lag between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made.

**CITY OF OVILLA, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
September 30, 2019

**NOTE 2 - DETAILED NOTES ON ALL ACTIVITIES AND FUNDS (continued)**

**K. Interfund transfers**

The composition of interfund transfers as of September 30, 2019 is as follows:

	Transfer In:		
	Debt Service	Nonmajor governmental	Total
Transfer out:			
General	\$ -	\$ 24,946	\$ 24,946
Water and Sewer	115,529	-	115,529
	<u>\$ 115,529</u>	<u>\$ 24,946</u>	<u>\$ 140,475</u>

Transfers were primarily used to move funds from the Water and Sewer Fund to the Debt Service Fund for the payment of bonds and from the General Fund to the Nonmajor Governmental Funds for operations.

**L. Related party transactions**

The significant transactions between the primary government and its component unit during the year ended September 30, 2019 consisted of a contribution from the Ovilla 4B Economic Development Corporation to the City in the amount of \$20,764 for construction costs.

**M. Contingencies**

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor, cannot be determined at this time although the City expects such amounts, if any, to be immaterial.

**N. Subsequent events**

Subsequent to year end, the City approved the following items:

- the purchase of a vehicle for the amount of approximately \$54,000.
- various constructions contracts in the amount of approximately \$1,028,423.
- an engineering contract in the amount of approximately \$250,000.
- an agreement for modular buildings in the amount of approximately \$106,000.

**CITY OF OVILLA, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
September 30, 2019

**NOTE 2 - DETAILED NOTES ON ALL ACTIVITIES AND FUNDS (continued)**

**O. Discretely presented component units**

**1. Ovilla 4B Economic Development Corporation**

*Custodial credit risk-deposits.* In the case of deposits, this is the risk that in the event of a bank failure, the governmental entity's deposits may not be returned to it. State statutes require that all deposits in financial institutions be fully insured or collateralized by U.S. Government obligations or obligations of Texas and its agencies that have a market value of not less than the principal amount of the deposits. At year end the bank balance of Ovilla 4B Economic Development Corporation's deposits at year end was \$551,419. Of the bank balance, \$250,000 was covered by federal depository insurance and the remaining balance of \$301,419 was covered by collateral pledged in the Corporation's name. The collateral was held in the Corporation's name by the safekeeping departments of the pledging bank's agent and had a fair value of approximately \$457,000.

**2. Ovilla Municipal Development District**

*Custodial credit risk-deposits.* In the case of deposits, this is the risk that in the event of a bank failure, the governmental entity's deposits may not be returned to it. State statutes require that all deposits in financial institutions be fully insured or collateralized by U.S. Government obligations or obligations of Texas and its agencies that have a market value of not less than the principal amount of the deposits. At year end the bank balance of Ovilla Municipal Development District's deposits was \$343,448. Of the bank balance, \$250,000 was covered by federal depository insurance. The District had an uninsured, uncollateralized balance at the financial institution of \$93,448.

**P. Prior period adjustment**

Corrections have been made to the governmental and business-type activities beginning net position in the government-wide financial statements, and to the beginning utility fund net position in the fund financial statements due to the understatement of capital assets and understatement of net investment in capital assets. The changes to the beginning net position/fund balance as of October 1, 2018 is summarized as follows:

**CITY OF OVILLA, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
September 30, 2019

**NOTE 2 - DETAILED NOTES ON ALL ACTIVITIES AND FUNDS (continued)**

**P. Prior period adjustment (continued)**

	<b>Government-wide Financial Statements</b>		<b>Fund Financial Statements</b>
	<b>Governmental</b>	<b>Business-type</b>	<b>Utility</b>
As previously reported, October 1, 2018	\$ 499,190	\$ 2,714,402	\$ 2,714,402
Capital assets	651,877	274,682	274,682
Restated, October 1, 2018	<u>\$ 1,151,067</u>	<u>\$ 2,989,084</u>	<u>\$ 2,989,084</u>
Effect of restatement on operations for the year ended September 30, 2018	<u>\$ 651,877</u>	<u>\$ 274,682</u>	<u>\$ 274,682</u>

**NOTE 3 – DEFINED BENEFIT PENSION PLANS**

**A. Plan description**

The City of Ovilla, Texas participates as one of 887 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Section 401 (a) of the Internal Revenue Code. TMRS issues a publicly available comprehensive annual financial report (CAFR) that can be obtained at [www.tmrs.com](http://www.tmrs.com).

All eligible employees of the City are required to participate in TMRS.

**B. Benefits provided**

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the city, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the city-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payments options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

**CITY OF OVILLA, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
September 30, 2019

**NOTE 3 – DEFINED BENEFIT PENSION PLANS (continued)**

**B. Benefits provided (continued)**

	<u>Plan Provisions</u>
Employee deposit rate	7%
Municipal current matching ratio	2 - 1
Updated service credits:	
Rate (%)	100 T
Year effective	2012R
Buyback effective date	11-12-07
Vesting	5 yrs
Service retirement eligibilities	5 yrs/age 60, 20 yrs/any age
Restricted prior service credit effective date	1-92
Supplemental death benefits:	
Employees	Yes
Retirees	Yes
Statutory maximum (%)	13.50%

T — Includes Transfer Credits.

R — Annually Repeating. Ordinance automatically renews effective January 1 of each successive year.

***Employees covered by benefit terms***

At the December 31, 2018 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	15
Inactive employees entitled to but not yet receiving benefits	35
Active employees	<u>28</u>
	78

**C. Contributions**

The contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the city matching percentages are either 100%, 150%, or 200%, both as adopted by the governing body of the city. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

**CITY OF OVILLA, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
September 30, 2019

**NOTE 3 – DEFINED BENEFIT PENSION PLANS (continued)**

**C. Contributions (continued)**

Employees for the City of Ovilla, Texas were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the City of Ovilla, Texas were 9.76% and 9.59% in calendar years 2018 and 2019, respectively. The City's contributions to TMRS for the year ended September 30, 2019, were \$131,837, and were equal to the required contributions.

**D. Net pension liability**

The City's Net Pension Liability (NPL) was measured as of December 31, 2018, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

***Actuarial assumptions***

The Total Pension Liability in the December 31, 2017 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5% per year
Overall payroll growth	3.5% per year
Investment Rate of Return	6.75%, net of pension plan investment expense, including inflation

Salary increases were based on a service-related table. Mortality rates for active members, retirees, and beneficiaries were based on the gender-distinct RP2000 Combined Healthy Mortality Tables with Blue Collar Adjustment, with male rates multiplied by 109% and female rates multiplied by 103%. Based on the size of the City, rates are multiplied by a factor of 100%. The rates are projected on a fully generational basis by scale BB to account for future mortality improvements. For disabled annuitants, the gender-distinct RP2000 Combined Healthy Mortality Tables with Blue Collar Adjustment are used with males rates multiplied by 109% and female rates multiplied by 103% with a 3-year set-forward for both males and females. In addition, a 3% minimum mortality rate is applied to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by scale BB to account for future mortality improvements subject to the 3% floor.



**CITY OF OVILLA, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
September 30, 2019

**NOTE 3 – DEFINED BENEFIT PENSION PLANS (continued)**

**D. Net pension liability (continued)**

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four year period from December 31, 2010 to December 31, 2014. They were adopted in 2015 and first used in the December 31, 2015 actuarial valuation. The post-retirement mortality assumption for healthy annuitants and Annuity Purchase Rate (APRs) are based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. In conjunction with these changes first used in the December 31, 2013 valuation, the System adopted the Entry Age Normal actuarial cost method and a one-time change to the amortization policy. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income, in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. In determining their best estimate of a recommended investment return assumption under the various alternative asset allocation portfolios, GRS focused on the area between (1) arithmetic mean (aggressive) without an adjustment for time (conservative) and (2) the geometric mean (conservative) with an adjustment for time (aggressive). The target allocation and best estimates of real rates of return for each major asset class in fiscal year 2018 are summarized in the following table:

<b>Asset Class</b>	<b>Target Allocation</b>	<b>Long-Term Expected</b>
Domestic Equity	17.5%	4.30%
International Equity	17.5%	6.10%
Core Fixed Income	10.0%	1.00%
Non-Core Fixed	20.0%	3.39%
Real Return	10.0%	3.78%
Real Estate	10.0%	4.44%
Absolute Return	10.0%	3.56%
Private Equity	5.0%	7.75%
Total	100%	

**CITY OF OVILLA, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
September 30, 2019

**NOTE 3 – DEFINED BENEFIT PENSION PLANS (continued)**

**D. Net pension liability (continued)**

***Discount Rate***

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

***Changes in the Net Pension Liability***

	<b>Increase (Decrease)</b>		
	<b>Total Pension Liability (a)</b>	<b>Plan Fiduciary Net Position (b)</b>	<b>Net Pension (Asset) Liability (a) - (b)</b>
Balance at 12/31/2017	\$ 2,913,477	\$2,803,182	\$ 110,295
Changes for the year:			
Service cost	196,139	-	196,139
Interest	199,433	-	199,433
Difference between expected and actual experience	99,321	-	99,321
Contributions - employer	-	136,171	(136,171)
Contributions - employee	-	99,975	(99,975)
Net investment income	-	(83,870)	83,870
Benefit payments, including refunds of employee contributions	(113,965)	(113,965)	-
Administrative expense	-	(1,623)	1,623
Other changes	-	(85)	85
Net Changes	380,928	36,603	344,325
<b>Balance at 12/31/2018</b>	<b>\$ 3,294,405</b>	<b>\$2,839,785</b>	<b>\$ 454,620</b>

Sensitivity of the net pension asset to changes in the discount rate -

The following presents the net pension liability of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) or 1-percentage-point higher (7.75%) than the current rate:

**CITY OF OVILLA, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
September 30, 2019

**NOTE 3 – DEFINED BENEFIT PENSION PLANS (continued)**

**D. Net pension liability (continued)**

	1.0% Decrease in Discount Rate (5.75%)	Discount Rate (6.75%)	1.0% Increase in Discount Rate (7.75%)
City's net pension liability	\$ 970,811	\$ 454,620	\$ 32,991

***Pension Plan Fiduciary Net Position***

Detailed information about the pension plan's Fiduciary Net Position is available in a separately-issued TMRS financial report. That report may be obtained on the Internet at [www.tmr.com](http://www.tmr.com).

***Payables to the Pension Plan*** - Legally required contributions outstanding at the end of the year totaled \$10,675.

**E. Pension expense and deferred outflows of resources and deferred inflows of resources related to pensions**

For the year ended September 30, 2019, the City recognized pension expense of \$207,406.

At September 30, 2019, the City reported deferred outflows of resources related to pensions from the following sources:

	<b>Deferred Outflows of Resources</b>	
	<b>Governmental Activities</b>	<b>Business-Type Activities</b>
Contributions subsequent to the measurement date	\$ 79,002	\$ 16,942
Difference between projected and actual investment earnings	121,043	25,270
Differences between expected and actual economic experience	72,885	14,256
Total	<u>\$ 272,930</u>	<u>\$ 56,468</u>

**CITY OF OVILLA, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
September 30, 2019

**NOTE 3 – DEFINED BENEFIT PENSION PLANS (continued)**

**E. Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)**

\$95,944 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ending September 30, 2019. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

<b><u>Year Ended December 31</u></b>	
2019	\$ 92,856
2020	54,786
2021	31,194
2022	54,618
Total	<u><u>\$233,454</u></u>

**NOTE 4 – OTHER POSTEMPLOYMENT BENEFIT (OPEB) OBLIGATIONS**

**A. Plan description**

Texas Municipal Retirement System ("TMRS") administers a defined benefit group-term life insurance plan known as the Supplemental Death Benefits Fund ("SDBF"). This is a voluntary program in which participating member cities may elect, by ordinance, to provide group-term life insurance coverage for their active members, including or not including retirees. The SDBF covers both active and retiree benefits with no segregation of assets, and therefore doesn't meet the definition of a trust under GASB No. 75 (i.e., no assets are accumulated for OPEB) and as such the SDBF is considered to be an unfunded OPEB plan. For purposes of reporting under GASB 75, the retiree portion of the SDBF is not considered a cost sharing plan and is instead considered a single-employer, defined benefit OPEB plan. TMRS issues a publicly available comprehensive annual financial report (CAFR) that can be obtained at [www.tmrs.com](http://www.tmrs.com).

**B. Benefits provided**

The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings, for the 12-month period preceding the month of death). The death benefit for retirees is considered an OPEB and is a fixed amount of \$7,500.

**CITY OF OVILLA, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
September 30, 2019

**NOTE 4 – OTHER POSTEMPLOYMENT BENEFIT (OPEB) OBLIGATIONS (continued)**

**B. Benefits provided (continued)**

The City contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year; the intent is not to pre-fund retiree term life insurance during employees' entire careers.

**C. Employees covered by benefit terms**

At the December 31, 2018 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees currently receiving benefits	8
Inactive employees entitled to but not yet receiving benefits	2
Active employees	28
	<hr/> 38

**D. Total OPEB liability**

The City's total OPEB liability of \$49,902 was measured as of December 31, 2018, and was determined by an actuarial valuation as of that date.

***Actuarial assumptions and other inputs***

The total OPEB liability in the December 31, 2018 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

**CITY OF OVILLA, TEXAS**  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2019

**NOTE 4 – OTHER POSTEMPLOYMENT BENEFIT (OPEB) OBLIGATIONS (continued)**

**D. Total OPEB liability (continued)**

Inflation	2.50%
Salary increases	3.50% to 10.50%, including inflation
Discount rate*	3.71%
Retirees' share of benefit-related costs	\$0
Administrative expenses	All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements under GASB Statement No. 68.
Mortality rates - service retirees	RP2000 Combined Mortality Table with Blue Collar Adjustment with male rates multiplied by 109% and female rates multiplied by 103% and projected on a fully generational basis with scale BB.
Mortality rates - disabled retirees	RP2000 Combined Mortality Table with Blue Collar Adjustment with male rates multiplied by 109% and female rates multiplied by 103% with a 3 year set-forward for both males and females. The rates are projected on a fully generational basis with scale BB to account for future mortality improvements subject to the 3% floor.

\* The discount rate was based on the Fidelity Index's "20-Year Municipal GO AA Index" rate as of December 31, 2018.

The actuarial assumptions used in the December 31, 2018 valuation were based on the results of an actuarial experience study for the period December 31, 2010 to December 31, 2014.

**CITY OF OVILLA, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
September 30, 2019

**NOTE 4 – OTHER POSTEMPLOYMENT BENEFIT (OPEB) OBLIGATIONS (continued)**

**D. Total OPEB liability (continued)**

***Changes in the Total OPEB Liability***

	<b>Total OPEB Liability</b>
Balance at 12/31/2017	\$ 54,630
Changes for the year:	
Service cost	3,818
Interest	1,864
Difference between expected and actual experience	(6,229)
Changes in assumptions or other inputs	(3,799)
Benefit payments**	(382)
Net Changes	\$ (4,728)
<b>Balance at 12/31/2018</b>	<b>\$ 49,902</b>

\*\* Due to the SDBF being considered an unfunded OPEB plan under GASB 75, benefit payments are treated as being equal to the employer's yearly contributions for retirees.

Sensitivity of the total OPEB liability to changes in the discount rate -

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.71%) or 1-percentage-point higher (4.71%) than the current rate:

	<b>1% Decrease (2.71%)</b>	<b>Current Discount Rate (3.71%)</b>	<b>1% Increase (4.71%)</b>
Total OPEB liability	\$ 60,147	\$ 49,902	\$ 41,899

**E. OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB**

For the year ended September 30, 2019, the City recognized OPEB expense of \$6,796. At September 30, 2019, the City reported deferred outflows of resources and related to OPEB from the following sources:



**CITY OF OVILLA, TEXAS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
September 30, 2019

**NOTE 4 – OTHER POSTEMPLOYMENT BENEFIT (OPEB) OBLIGATIONS (continued)**

**E. OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (continued)**

		<b>Deferred Outflows of Resources</b>	
		<b>Governmental Activities</b>	<b>Business-Type Activities</b>
Changes of assumptions	\$	-	\$ 56
City contributions subsequent to the measurement date		1,153	247
Total	\$	1,153	\$ 303

		<b>Deferred Inflows of Resources</b>	
		<b>Governmental Activities</b>	<b>Business-Type Activities</b>
Differences between expected and actual experience	\$	4,411	\$ 946
Changes of assumptions		196	-
Total	\$	4,607	\$ 946

\$1,400 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability for the year ending September 30, 2019. Other amounts reported as deferred outflows of resources related to OPEB will be recognized in OPEB expense as follows:

<b><u>Year Ended December 31</u></b>	
2019	\$ (796)
2020	(796)
2021	(796)
2022	(796)
2023	(796)
Thereafter	(1,517)
Total	<u>\$ (5,497)</u>

**F. Payable to the OPEB Plan**

At September 30, 2019, the City reported a payable of \$155 for the outstanding amount of contributions to the Plan required for the year ended September 30, 2019.

## REQUIRED SUPPLEMENTARY INFORMATION

These supplementary schedules are included to supplement the basic financial statements as required by the Governmental Accounting Standards Board.

**CITY OF OVILLA, TEXAS**  
**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL**  
**MAJOR GOVERNMENTAL FUNDS - GENERAL FUND**  
For the Fiscal Year Ended September 30, 2019

	<b>Budget Amounts</b>		<b>Actual</b>	<b>Adjustments</b>	<b>Actual</b>	
	<b>Original</b>	<b>Final</b>	<b>GAAP</b>	<b>Budget</b>	<b>Budget</b>	<b>Variance with</b>
			<b>Basis</b>	<b>Basis</b>	<b>Basis</b>	<b>Final Budget</b>
<b>REVENUES</b>						
Property taxes	\$ 1,980,576	\$ 1,980,576	\$ 1,933,701	\$ (557)	\$ 1,933,144	\$ (47,432)
Sales taxes	220,700	220,700	275,180	(4,200)	270,980	50,280
Franchise taxes	163,000	163,000	169,397	(4,513)	164,884	1,884
Licenses and permits	108,086	108,086	151,951	-	151,951	43,865
Fines and forfeitures	252,705	252,705	123,231	(11,041)	112,190	(140,515)
Charges for current services	588,496	588,496	554,539	(1,749)	552,790	(35,706)
Revenues from use of money and property	7,560	7,560	17,006	-	17,006	9,446
Miscellaneous	162,480	162,480	162,388	50,097	212,485	50,005
Intergovernmental	-	-	14,143	(7,875)	6,268	6,268
Contributions and donations	-	-	-	2,500	2,500	2,500
Total revenues	3,483,603	3,483,603	3,401,536	22,662	3,424,198	(59,405)
<b>EXPENDITURES</b>						
Current:						
General government	546,789	806,789	793,791	(9,822)	783,969	(22,820)
Public safety:						
Fire protection	949,432	949,432	902,024	(15,263)	886,761	(62,671)
Police protection	1,005,086	1,121,086	1,022,947	(8,660)	1,014,287	(106,799)
Municipal court	198,115	198,115	87,088	58,727	145,815	(52,300)
Code enforcement	205,726	205,726	199,852	(1,401)	198,451	(7,275)
Total public safety	2,358,359	2,474,359	2,211,911	33,403	2,245,314	(229,045)
Streets	382,380	510,944	528,050	(597)	527,453	16,509
Cultural and recreational	171,226	171,226	105,465	(1,183)	104,282	(66,944)
Solid waste	246,240	246,240	243,253	20,615	263,868	17,628
Total expenditures	3,704,994	4,209,558	3,882,470	42,416	3,924,886	(284,672)
Excess (deficiency) of revenues over (under) expenditures	(221,391)	(725,955)	(480,934)	(19,754)	(500,688)	225,267
<b>OTHER FINANCING SOURCES (USES)</b>						
Insurance proceeds	-	-	45,556	2,067	47,623	47,623
Sale of capital assets	-	-	14,179	-	14,179	14,179
Transfers in	62,300	62,300	-	-	-	(62,300)
Transfers out	-	-	(24,946)	24,946	-	-
Total other financing sources and uses	62,300	62,300	34,789	27,013	61,802	(498)
Net change in fund balance	\$ (159,091)	\$ (663,655)	\$ (446,145)	\$ 7,259	\$ (438,886)	\$ 224,769

**NOTES TO BUDGETARY INFORMATION**

**1. Budgetary basis of accounting**

An annual budget for the general is adopted on the budgetary basis of accounting. All annual appropriations lapse at fiscal year end. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the fund level.

**CITY OF OVILLA, TEXAS**  
**SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS**  
Last 10 Calendar Years (will ultimately be displayed)

	2014	2015	2016	2017	2018
<b>Total Pension Liability</b>					
Service Cost	\$ 133,126	\$ 152,418	\$ 169,345	\$ 186,109	\$ 196,139
Interest (on the Total Pension Liability)	131,163	146,343	158,406	178,592	199,433
Difference between expected and actual experience	30,618	(33,064)	40,946	38,596	99,321
Changes of assumptions	-	68,368	-	-	-
Benefit payments, including refunds of employee contributions	(73,514)	(101,887)	(70,894)	(85,146)	(113,965)
<b>Net Change in Total Pension Liability</b>	221,393	232,178	297,803	318,151	380,928
<b>Total Pension Liability - Beginning</b>	1,843,952	2,065,345	2,297,523	2,595,326	2,913,477
<b>Total Pension Liability - Ending (a)</b>	<u>\$2,065,345</u>	<u>\$2,297,523</u>	<u>\$2,595,326</u>	<u>\$2,913,477</u>	<u>\$3,294,405</u>
<b>Plan Fiduciary Net Position</b>					
Contributions - Employer	\$ 65,545	\$ 87,584	\$ 93,871	\$ 113,088	\$ 136,171
Contributions - Employee	94,459	69,779	75,265	82,978	99,975
Net Investment Income	107,420	3,054	143,377	327,413	(83,870)
Benefit payments, including refunds of employee contributions	(73,514)	(101,887)	(70,894)	(85,146)	(113,965)
Administrative Expense	(1,121)	(1,861)	(1,623)	(1,700)	(1,623)
Other	(92)	(92)	(87)	(86)	(85)
<b>Net Change in Plan Fiduciary Net Position</b>	192,697	56,577	239,909	436,547	36,603
<b>Plan Fiduciary Net Position - Beginning</b>	1,877,452	2,070,149	2,126,726	2,366,635	2,803,182
<b>Plan Fiduciary Net Position - Ending (b) *</b>	<u>\$2,070,149</u>	<u>\$2,126,726</u>	<u>\$2,366,635</u>	<u>\$2,803,182</u>	<u>\$2,839,785</u>
<b>Net Pension (Asset) Liability - Ending (a) - (b)</b>	\$ (4,804)	\$ 170,797	\$ 228,691	\$ 110,295	\$ 454,620
<b>Plan Fiduciary Net Position as a Percentage of Total Pension Liability</b>	100.23%	92.57%	91.19%	96.21%	86.20%
<b>Covered Payroll</b>	955,646	996,849	1,075,213	1,185,406	1,272,801
<b>Net Pension (Asset) Liability as a Percentage of Covered Payroll</b>	(0.50%)	17.13%	21.27%	9.30%	35.72%

\* - FNP may be off a dollar due to rounding.

**Notes to Schedule:**

N/A

**CITY OF OVILLA, TEXAS**  
**SCHEDULE OF CONTRIBUTIONS**  
Last 10 Fiscal Years (will ultimately be displayed)

	2015	2016	2017	2018	2019
Actuarially Determined Contribution	\$ 76,327	\$ 90,963	\$ 108,758	\$ 119,502	\$ 131,837
Contributions in relation to the actuarially determined contribution	76,327	90,963	108,758	119,502	131,837
Contribution deficiency (excess)	-	-	-	-	-
Covered payroll	955,673	1,040,711	1,166,120	1,231,768	1,368,217
Contributions as a percentage of covered payroll	7.99%	8.74%	9.33%	9.70%	9.64%

**NOTES TO SCHEDULE OF CONTRIBUTIONS**

**Valuation Date:**

Notes Actuarially determined contribution rates are calculated as of December 31 and become effective in January 13 months later.

**Methods and Assumptions Used to Determine Contribution Rates:**

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	25 years
Asset Valuation Method	10 Year smoothed market; 15% soft corridor
Inflation	2.50%
Salary Increases	3.50% to 10.50% including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2015 valuation pursuant to an experience study of the period 2010 - 2014.

Mortality RP2000 Combined Mortality Table with Blue Collar Adjustment with male rates multiplied by 109% and female rates multiplied by 103% and projected on a fully generational basis with scale BB.

**Other Information:**

Notes There were no benefit changes during the year.

**CITY OF OVILLA, TEXAS**  
**SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS**  
Last 10 Calendar Years (will ultimately be displayed)

	<b>2017</b>	<b>2018</b>
<b>Total OPEB liability</b>		
Service Cost	\$ 3,083	\$ 3,818
Interest (on the Total Pension Liability)	1,782	1,864
Difference between expected and actual experience	-	(6,229)
Changes of assumptions and other inputs	4,343	(3,799)
Benefit payments	(356)	(382)
<b>Net Change in Total OPEB Liability</b>	<b>8,852</b>	<b>(4,728)</b>
<b>Total OPEB Liability - Beginning</b>	<b>45,778</b>	<b>54,630</b>
<b>Total OPEB Liability - Ending</b>	<b>\$ 54,630</b>	<b>\$ 49,902</b>
 <b>Covered Payroll</b>	 <b>1,185,406</b>	 <b>1,272,801</b>
 <b>Total OPEB Liability as a Percentage of Covered Payroll</b>	 <b>4.61%</b>	 <b>3.92%</b>

**Notes to Schedule:**

Note 1 - No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75 to pay related benefits.

Note 2 - The actuarial assumptions and other inputs used to calculate the total OPEB liability are described in note 5.D to the financial statements.

Note 3 - Due to the SDBF being considered an unfunded OPEB plan under GASB 75, benefit payments are treated as being equal to the employer's yearly contributions for retirees.

## NONMAJOR GOVERNMENTAL FUNDS

### SPECIAL REVENUE FUNDS

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

*Fire Department Auxiliary* - This fund is used to account for donations to the Fire Department which in turn are spent on education, firefighter awards banquet and community services such as National Night Out and Heritage Day.

*Park Impact Fees* - This fund is used to account for funds received from an impact fee assessed through new building permits and is used to purchase new park equipment and make improvements to our parks.

*Police Department Special* - This fund is used to account for donations to the Police Department which in turn are spent on education, protective equipment, police awards and community services such as National Night Out and Heritage Day.

*Street Maintenance* - This fund is used to account for the 1/4 cent Street Maintenance Tax revenues and expenditures devoted to street repair, mill and overlay, and reconstruction projects.

*Court Technology Fund* - This fund accounts for the collection of a municipal court technology fee. The proceeds of a fee attached to each conviction are dedicated to acquisition of technology that enhances the operation efficiency of the court.

*Court Security Fund* - This fund accounts for the collection of a municipal court security fee. The proceeds of a fee attached to each conviction are dedicated to secure the municipal court.

**CITY OF OVILLA, TEXAS**  
**COMBINING BALANCE SHEET**  
**NONMAJOR GOVERNMENTAL FUNDS**  
September 30, 2019

	<b>Fire Department Auxiliary</b>	<b>Park Impact Fees</b>	<b>Police Department Special</b>	<b>Street Improvement</b>	<b>Court Technology</b>	<b>Court Security</b>	<b>Total Nonmajor Governmental Funds</b>
<b>ASSETS</b>							
Cash and cash equivalents	\$ 3,590	\$93,436	\$ 216	\$ 6,575	\$ 2,459	\$ 1,248	\$ 107,524
Due from other funds	-	1,338	-	6,547	2,582	23,320	33,787
Total assets	<u>\$ 3,590</u>	<u>\$94,774</u>	<u>\$ 216</u>	<u>\$ 13,122</u>	<u>\$ 5,041</u>	<u>\$ 24,568</u>	<u>\$ 141,311</u>
<b>LIABILITIES</b>							
Accounts payable	\$ -	\$ 1,675	\$ -	\$ -	\$ -	\$ 80	\$ 1,755
Total liabilities	<u>-</u>	<u>1,675</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>80</u>	<u>1,755</u>
<b>FUND BALANCES</b>							
<b>Restricted for:</b>							
Public safety	3,590	-	216	-	5,041	24,488	33,335
Cultural and recreational	-	93,099	-	-	-	-	93,099
Streets	-	-	-	13,122	-	-	13,122
Total fund balances	<u>3,590</u>	<u>93,099</u>	<u>216</u>	<u>13,122</u>	<u>5,041</u>	<u>24,488</u>	<u>139,556</u>
Total liabilities and fund balances	<u>\$ 3,590</u>	<u>\$94,774</u>	<u>\$ 216</u>	<u>\$ 13,122</u>	<u>\$ 5,041</u>	<u>\$ 24,568</u>	<u>\$ 141,311</u>



**CITY OF OVILLA, TEXAS**  
**COMBINING STATEMENT OF REVENUES, EXPENDITURES,**  
**AND CHANGES IN FUND BALANCES**  
**NONMAJOR GOVERNMENTAL FUNDS**  
For the Fiscal Year Ended September 30, 2019

	Fire Department Auxiliary	Park Impact Fees	Police Department Special	Street Improvement	Court Technology	Court Security	Total Nonmajor Governmental Funds
<b>REVENUES</b>							
Sales tax	\$ -	\$ -	\$ -	\$ 68,818	\$ -	\$ -	\$ 68,818
Fines and forfeitures	-	-	-	-	2,859	3,100	5,959
Revenues from use of money	-	695	-	-	-	-	695
Special assessment	-	11,374	-	-	-	-	11,374
Contributions and donations	1,220	-	720	-	-	-	1,940
Total revenues	1,220	12,069	720	68,818	2,859	3,100	88,786
<b>EXPENDITURES</b>							
Current:							
Public safety	-	-	720	-	400	976	2,096
Streets	-	-	-	55,696	-	-	55,696
Cultural and recreational	-	1,675	-	-	-	-	1,675
Total expenditures	-	1,675	720	55,696	400	976	59,467
Excess (deficiency) of revenues over expenditures	1,220	10,394	-	13,122	2,459	2,124	29,319
<b>OTHER FINANCING SOURCES (USES)</b>							
Transfers in	-	-	-	-	2,582	22,364	24,946
Total other financing sources (uses)	-	-	-	-	2,582	22,364	24,946
Net change in fund balances	1,220	10,394	-	13,122	5,041	24,488	54,265
Fund balances - beginning	2,370	82,705	216	-	-	-	85,291
Fund balances - ending	\$ 3,590	\$93,099	\$ 216	\$ 13,122	\$ 5,041	\$ 24,488	\$ 139,556

## DEBT SERVICE FUND

The *debt service fund* is used to account for the accumulation of resources for the payment of principal and interest on general long-term debt.

**CITY OF OVILLA, TEXAS**  
**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL**  
**DEBT SERVICE FUND**  
For the Fiscal Year Ended September 30, 2019

	<b>Original and Final Budgeted Amounts</b>	<b>Actual GAAP Amounts</b>	<b>Adjustments Budget Basis</b>	<b>Actual Budget Basis</b>	<b>Variance with Final Budget</b>
<b>REVENUES</b>					
Property tax	\$ 463,910	\$459,519	\$ (6)	\$ 459,513	\$ (4,397)
Revenues from use of money	550	349	-	349	(201)
Total revenues	<u>464,460</u>	<u>459,868</u>	<u>(6)</u>	<u>459,862</u>	<u>(4,598)</u>
<b>EXPENDITURES</b>					
Debt service:					
Principal on bonds	400,000	321,491	78,509	400,000	-
Interest and fiscal charges	<u>174,950</u>	<u>140,610</u>	<u>34,240</u>	<u>174,850</u>	<u>(100)</u>
Total expenditures	<u>574,950</u>	<u>462,101</u>	<u>112,749</u>	<u>574,850</u>	<u>(100)</u>
Excess (deficiency) of revenues over expenditures	<u>(110,490)</u>	<u>(2,233)</u>	<u>(112,755)</u>	<u>(114,988)</u>	<u>(4,498)</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Transfers in	110,490	115,529	112,748	228,277	117,787
Total other financing sources (uses)	<u>110,490</u>	<u>115,529</u>	<u>112,748</u>	<u>228,277</u>	<u>117,787</u>
Net change in fund balance	<u>\$ -</u>	<u>\$113,296</u>	<u>\$ (7)</u>	<u>\$ 113,289</u>	<u>\$113,289</u>

PROPRIETARY FUND

ENTERPRISE FUND

*Water and Sewer Fund* - The City's water and sewer operations are accounted for in this fund.

**CITY OF OVILLA, TEXAS**  
**SCHEDULE OF OPERATING REVENUES AND EXPENSES - BUDGET AND ACTUAL**  
**ENTERPRISE FUND - WATER AND SEWER**  
For the Fiscal Year Ended September 30, 2019

	Budget Amounts		Actual	Adjustments	Actual	
	Original	Final	GAAP	Budget	Budget	Variance with
			Basis	Basis	Basis	Final Budget
OPERATING REVENUES						
Water sales	\$ 821,726	\$ 821,726	\$ 790,064	\$ 6,063	\$ 796,127	\$ (25,599)
Sewer service charge	399,708	399,708	407,178	(56,670)	350,508	(49,200)
Impact fees	54,756	54,756	85,361	-	85,361	30,605
Infrastructure improvement fees	106,224	106,224	110,916	(2,675)	108,241	2,017
Miscellaneous	259,751	849,839	96,476	(66,981)	29,495	(820,344)
Total operating revenues	<u>\$1,642,165</u>	<u>\$2,232,253</u>	<u>\$1,489,995</u>	<u>\$ (120,263)</u>	<u>\$1,369,732</u>	<u>\$ (862,521)</u>
OPERATING EXPENSES						
Water administration	\$ 239,117	\$ 772,345	\$ 180,225	\$ (3,165)	\$ 177,060	\$ (595,285)
Water	744,872	744,872	650,077	27,127	677,204	(67,668)
Sewer	427,106	483,966	355,738	52,807	408,545	(75,421)
Depreciation	-	-	197,063	(197,063)	-	-
Total operating expenses	<u>\$1,411,095</u>	<u>\$2,001,183</u>	<u>\$1,383,103</u>	<u>\$ (120,294)</u>	<u>\$1,262,809</u>	<u>\$ (738,374)</u>

## COMPONENT UNITS FINANCIAL STATEMENTS

*Ovilla 4B Economic Development Corporation* - This fund is used to account for the Ovilla 4B Economic Development Corporation created under Section 4B of the Development Corporation Act of 1979, as amended, Article 5190.6, Vernon's Texas civil statutes, as amended. The Ovilla 4B Economic Development Corporation initiative is to promote economic development in Ovilla and is currently accumulating funds to spend on future projects.

*Ovilla Municipal Development District* - This fund is used to account for the Ovilla Municipal Development District, a political subdivision of the State of Texas and the City, created in accordance with Chapter 377 of the Texas Local Government Code (the "Act"). The Ovilla Municipal Development District was established for the purpose of developing and financing all permissible projects prescribed by the Act.

**CITY OF OVILLA, TEXAS**  
**BALANCE SHEET**  
**COMPONENT UNITS**  
September 30, 2019

	<b>Ovilla 4B Economic Development Corporation</b>	<b>Ovilla Municipal Development District</b>
<b>ASSETS</b>		
Cash and cash equivalents	\$ 539,419	\$ 343,448
Receivables	-	11,657
Due from primary government	144,158	-
Total assets	<u>\$ 683,577</u>	<u>\$ 355,105</u>
<b>LIABILITIES</b>		
Accounts payable	\$ 4,008	\$ -
Due to primary government	-	125
Total liabilities	<u>4,008</u>	<u>125</u>
<b>FUND BALANCES</b>		
<b>Restricted for:</b>		
Economic development	679,569	-
Municipal development	-	354,980
Total fund balances	<u>679,569</u>	<u>354,980</u>
Total liabilities and fund balances	<u>\$ 683,577</u>	<u>\$ 355,105</u>

**CITY OF OVILLA, TEXAS**  
**STATEMENT OF REVENUES, EXPENDITURES,**  
**AND CHANGES IN FUND BALANCES**  
**COMPONENT UNITS**  
For the Fiscal Year Ended September 30, 2019

	<b>Ovilla 4B Economic Development Corporation</b>	<b>Ovilla Municipal Development District</b>
<b>REVENUES</b>		
Sales tax	\$ 137,572	\$ 68,057
Revenues from use of money	3,477	1,897
Total revenues	<u>141,049</u>	<u>69,954</u>
<b>EXPENDITURES</b>		
Current:		
Economic development	109,481	-
Municipal development	-	1,753
Total expenditures	<u>109,481</u>	<u>1,753</u>
Net change in fund balances	31,568	68,201
Fund balances - beginning	<u>648,001</u>	<u>286,779</u>
Fund balances - ending	<u><u>\$ 679,569</u></u>	<u><u>\$ 354,980</u></u>



## SUPPLEMENTARY FINANCIAL DATA

**CITY OF OVILLA, TEXAS**  
**MISCELLANEOUS STATISTICAL FACTS**  
September 30, 2019

Estimated gallons billed (in thousands)	159,114
Estimated gallons purchased (in thousands)	173,828
Percent billed to purchased	91.54%



# Ovilla City Council

## AGENDA ITEM REPORT

### Item 3

Meeting Date: October 13, 2020

Department: Administration

☒ 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 2020-12
2. Excerpt from Section 52.004 LGC

#### Agenda Item / Topic:

**ITEM 3.** *DISCUSSION/ACTION* – Consideration of and action on Ordinance 2020-12 of the City of Ovilla, Texas amending Chapter 1, Section 1.02.002 of the Code of Ordinances to declaring an official city newspaper and declaring an effective date.

#### Discussion / Justification:

Chapter 1, Article 1, Section 1.02002 of the Ovilla Code of Ordinances and Section 52.004 of the Local Government Code states the municipality shall annually declare an official newspaper for required publications. The Waxahachie Daily Light is the city's current newspaper on file. They publish twice weekly and work well with staff.

#### Recommendation / Staff Comments:

Staff recommends approval of the Waxahachie Daily Light.

#### Sample Motion(s):

I move that the Ovilla City Council approves/denies Ordinance 2020-12 of the City of Ovilla, Texas amending Chapter 1, Section 1.02002 of the Code of Ordinances declaring the official City newspaper as \_\_\_\_\_, effective immediately.

## **ORDINANCE 2020-12**

**AN ORDINANCE OF THE CITY OF OVILLA, TEXAS AMENDING CHAPTER 1, SECTION 1.02.002 OF THE CODE OF ORDINANCES DECLARING AN OFFICIAL CITY NEWSPAPER AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Ovilla is a type A general law municipality 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**, section 52.004 Texas Local Government Code requires the governing body of a municipality to determine, by ordinance or resolution, which public newspaper shall be the municipality's official newspaper, as soon as practicable after the beginning of each municipal year.

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

### **SECTION ONE**

That Chapter 1, Section 1.02.002 of the Code of Ordinances, City of Ovilla, Texas is hereby amended to read as follows:

The \_\_\_\_\_, a newspaper, is hereby declared the official newspaper of the City of Ovilla, for required publications by the City.

### **SECTION TWO**

This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

***PASSED AND APPROVED on the 13<sup>th</sup> day of October 2020.***

**APPROVED:**

\_\_\_\_\_  
Richard A. Dormier, MAYOR

**ATTEST:**

\_\_\_\_\_  
G Miller, CITY SECRETARY

## LOCAL GOVERNMENT CODE

Sec. 52.004. OFFICIAL NEWSPAPER. (a) As soon as practicable after the beginning of each municipal year, the governing body of the municipality shall contract, as determined by ordinance or resolution, with a public newspaper of the municipality to be the municipality's official newspaper until another newspaper is selected.

(b) The governing body shall publish in the municipality's official newspaper each ordinance, notice, or other matter required by law or ordinance to be published.



# Ovilla City Council

## AGENDA ITEM REPORT

### Item 4

Meeting Date: October 13, 2020

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☒ YES ☐ NO ☐ N/A

Submitted By: Staff

Reviewed By: ☒ City Manager

☒ City Secretary

☒ City Attorney

☐ Accountant

☒ Other: Staff

#### Attachments:

1. Amended Plat – *'Amended Final Plat' submittal pending.*
2. Excerpt from the Local Government Code Section 212.016
3. Planning and Zoning's Presentation & Recommendation to Council

#### Agenda Item / Topic:

ITEM 4. DISCUSSION/ACTION – Receive recommendation from the Planning and Zoning Commission to consider and act on an amended final plat for Broadmoor Subdivision.

#### Discussion / Justification:

Broadmoor Estates final plat was approved by Council on April 13, 2020. Chief Kennedy noticed several street issues with regard to 911 addressing for the county. Six of the 8 street names for Broadmoor Estates cannot be used as these particular names are already assigned (or very similar names) either in the City of Ovilla or in surrounding cities. After consulting with Broadmoor Estates representatives, new street names were submitted for acceptable 911 addressing.

Staff presented new plats with the renaming of the streets to the Planning and Zoning Commission at their regular meeting of October 05, 2020. Recommendation for approval is hereby submitted.

#### Broadmoor Estates - Street Name Changes

- |                     |            |                         |
|---------------------|------------|-------------------------|
| • Evergreen Drive   | changed to | Penrose Drive           |
| • Chapel Hill Drive | changed to | Emerald Valley Drive    |
| • Timbercreek Drive | changed to | Seven Falls Road        |
| • Cedar Way         | changed to | Pikes Peak Way          |
| • Shoal Creek Drive | changed to | Cheyenne Mountain Drive |
| • Mountaintop Road  | changed to | Mountain Top Road       |

Sec. 212.016(a)(6) of the Local Government Code allows for the amendment of a plat.

The presented plat is correct except for the word *"amended"* on the document.

#### Recommendation / Staff Comments:

Staff recommends approval of the amended plat.

#### Sample Motion(s):

I move to approve the amended final plat for Broadmoor Estates pending submittal of *"Amended Final Plat"*.

## EXCERPT FOR AMENDED PLAT

Sec. 212.016(a)(6) of the Local Government Code allows for the amendment of a plat.

(a) The municipal authority responsible for approving plats may approve and issue an amending plat, which may be recorded and is controlling over the preceding plat without vacation of that plat, if the amending plat is signed by the applicants only and is solely for one or more of the following purposes:

(6) to correct any other type of scrivener or clerical error or omission previously approved by the municipal authority responsible for approving plats, including lot numbers, acreage, street names, and identification of adjacent recorded plats.







CURVE TABLE							CURVE TABLE							LINE TABLE				LINE TABLE			
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD	NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH		
C1	78.81'	004°27'03"	940.00'	38.47'	N03°21'37"W	78.80'	C30	253.33'	009°42'00"	1450.00'	136.43'	S88°30'51"W	251.60'	L1	S88°18'00"W	64.00'	L33	S44°05'59"E	37.42'		
C2	123.81'	001°38'28"	1333.00'	81.78'	S68°21'09"W	123.14'	C31	306.74'	013°00'00"	1704.31'	194.30'	N00°52'08"E	305.61'	L2	N01°00'00"W	7.88'	L24	N43°54'31"E	35.45'		
C3	151.68'	007°01'18"	64.48'	81.01'	S87°15'30"W	151.60'	C32	406.83'	017°12'33"	1754.31'	205.40'	N00°11'30"E	404.04'	L3	N05°33'08"W	17.30'	L25	N41°48'53"W	34.50'		
C4	133.73'	007°12'47"	1063.40'	66.94'	S87°21'14"W	133.64'	C33	339.84'	008°17'38"	2230.00'	163.30'	S03°32'38"W	339.83'	L4	S88°50'27"W	27.82'	L26	S47°04'37"E	37.33'		
C5	82.63'	003°32'28"	1650.00'	41.02'	N04°04'37"E	82.02'	C34	833.83'	013°42'57"	2230.00'	288.30'	S00°30'44"W	833.80'	L5	N01°04'14"W	18.00'	L27	N43°53'04"E	36.50'		
C6	172.58'	179°48'47"	83.00'	26544.70'	N18°04'30"W	118.00'	C35	116.01'	002°01'54"	2230.00'	87.02'	S01°04'48"E	116.00'	L6	S12°00'04"W	21.64'	L28	N34°27'40"E	36.41'		
C7	182.73'	180°21'14"	83.00'	607.00'	S31°44'44"W	108.50'	C36	278.37'	013°00'00"	1225.00'	138.74'	N00°04'43"E	277.87'	L7	N00°00'21"E	3.00'	L29	S43°00'53"E	35.60'		
C8	241.38'	009°33'54"	1843.00'	130.84'	S89°50'33"E	240.84'	C37	282.37'	012°42'33"	1278.00'	141.84'	N00°04'43"E	282.17'	L8	N44°23'33"W	33.50'	L30	S45°01'00"W	34.99'		
C9	298.18'	011°15'54"	1915.00'	149.00'	S89°18'00"W	297.68'	C38	110.93'	008°21'00"	873.00'	63.02'	N00°54'11"E	110.86'	L9	S00°11'00"W	84.87'	L31	S48°04'38"E	33.72'		
C10	453.60'	015°02'17"	1738.21'	233.31'	N00°04'57"W	452.58'	C39	118.43'	007°09'44"	1096.00'	64.15'	S47°13'30"W	118.00'	L10	S44°17'44"W	36.81'	L32	N41°55'22"E	21.81'		
C11	539.81'	015°14'23"	823.50'	271.20'	S00°30'44"W	538.52'	C40	118.43'	004°30'20"	1475.00'	64.78'	N04°21'00"E	118.43'	L11	N05°30'40"W	50.03'	L33	N33°41'33"W	15.90'		
C12	243.83'	013°00'00"	1250.00'	142.50'	N00°04'43"E	243.33'	C41	293.43'	011°08'00"	1518.00'	147.18'	N00°33'30"W	293.49'	L12	N43°43'08"W	37.84'	L34	S04°41'18"W	18.00'		
C13	84.60'	003°01'57"	1823.00'	46.31'	S05°09'12"W	84.60'	C42	303.18'	011°08'00"	1360.00'	133.07'	N00°33'30"W	303.70'	L13	N09°00'34"W	66.96'	L35	S01°21'23"E	18.00'		
C14	113.73'	006°31'00"	1000.00'	64.91'	S04°56'11"E	113.70'	C43	79.44'	004°32'00"	896.00'	38.78'	S03°18'43"E	79.44'	L14	S47°00'51"W	30.00'	L36	N01°48'31"W	18.00'		
C15	135.00'	007°09'44"	1000.00'	63.84'	S87°18'30"W	134.92'	C44	78.44'	004°32'00"	846.00'	37.78'	S03°18'43"E	78.44'	L15	N06°21'44"W	50.00'	L37	S05°20'15"W	16.42'		
C16	121.49'	004°34'26"	1500.00'	60.78'	N04°21'09"E	121.44'	C45	113.97'	006°31'48"	1000.00'	67.00'	S00°14'34"W	113.81'	L16	S45°21'07"E	36.11'	L38	N05°53'03"E	18.76'		
C17	243.44'	009°34'00"	1463.00'	123.03'	S00°12'14"W	243.19'	C46	106.27'	006°31'48"	856.00'	64.19'	S00°14'34"W	106.31'	L17	N43°28'15"E	34.77'	L39	N01°07'04"W	18.00'		
C18	280.33'	011°08'00"	1533.00'	149.83'	N00°33'30"W	280.85'	C47	83.52'	005°02'14"	850.00'	41.78'	N00°54'22"E	83.49'	L18	N41°00'21"E	31.84'	L40	S46°01'45"E	36.77'		
C19	77.45'	004°53'57"	965.00'	38.73'	S03°18'43"E	77.44'	C48	87.82'	005°02'14"	1000.00'	43.44'	N00°54'22"E	87.80'	L19	S40°21'37"E	28.51'	L41	N43°03'19"E	36.84'		
C20	64.72'	005°02'14"	873.00'	42.87'	N00°54'22"E	64.89'	C49	17.96'	002°18'27"	1922.70'	36.46'	N02°18'43"E	17.96'	L20	S42°00'09"E	33.62'	L42	N00°28'15"E	94.00'		
C21	111.15'	006°31'48"	875.00'	63.82'	S00°14'34"W	111.06'	C50	80.37'	004°13'01"	1092.00'	40.30'	S01°15'28"W	80.30'	L21	S47°01'51"E	37.81'	L43	S08°28'15"W	94.00'		
C22	81.60'	001°28'02"	850.00'	12.30'	N02°18'44"W	81.60'	C51	84.38'	004°32'00"	1092.00'	44.17'	S03°10'02"E	84.38'	L22	N43°30'11"E	36.14'	L44	S01°00'00"E	7.88'		
C23	253.83'	006°17'44"	1663.00'	127.21'	S89°58'38"E	253.84'	C52	81.15'	002°04'17"	1813.70'	34.50'	N02°18'44"E	81.11'								
C24	7.34'	000°18'10"	1844.00'	2.84'	S86°11'40"E	7.34'	C53	84.78'	001°12'36"	1106.00'	42.10'	S03°07'17"E	84.74'								
C25	377.23'	004°26'04"	2338.00'	189.00'	S02°54'40"W	376.78'	C54	77.68'	001°27'03"	1000.00'	38.86'	N03°21'37"W	77.68'								
C26	183.60'	004°07'53"	2338.00'	81.33'	S04°18'48"E	183.56'	C55	28.27'	178°50'37"	8.00'	148°50'30.84"	S01°31'44"E	18.00'								
C27	257.11'	009°33'54"	1540.00'	128.60'	S89°50'33"E	256.81'	C56	48.23'	004°19'50"	874.00'	24.13'	N08°07'20"W	48.21'								
C28	204.30'	007°21'44"	1500.00'	102.28'	N00°03'21"E	204.11'	C57	20.81'	170°22'31"	7.00'	83.12'	N01°31'45"W	13.83'								
C29	303.60'	011°13'54"	1540.00'	153.03'	S03°18'00"W	302.59'	C58	48.23'	004°19'50"	874.00'	24.13'	N08°07'20"W	48.21'								

**FINAL PLAT**  
**BROADMOOR ESTATES PHASE 1**  
 BEING 69.670 ACRES OUT OF THE  
 JAMES MCNAMARA SURVEY, ABSTRACT NUMBER 683

CITY OF OVILLA  
 ELLIS COUNTY, TEXAS

84 RESIDENTIAL LOTS  
 4 OPEN SPACE LOTS

**FIRST TEXAS HOMES, INC** **OWNER/DEVELOPER**  
 500 Crescent Court, Suite 350 (214) 613-3400  
 Dallas, TX 75201  
 Contact: Kenny Hofner

**JBI PARTNERS, INC.** **SURVEYOR/ENGINEER**  
 2121 Midway Road, Suite 300 Phone: (972) 248-7878  
 Carrollton, Texas 75006 Fax: (972) 248-1414  
 Contact: Jeff Klement, PE  
 TPE No. F-436 TSPS No. 10076000

SEPTEMBER 02, 2020

Sheet 3 of 4

OWNER'S CERTIFICATION

STATE OF TEXAS  
COUNTY OF ELLIS

WHEREAS FIRST TEXAS HOMES, INC. is the owner of a tract of land in the James McHamara Survey, Abstract No. 693, City of Ovilla, Ellis County, Texas, being part of that called 117.578 acre tract of land described in deed to First Texas Homes, Inc. as recorded as Instrument No. 1818910, Official Public Records, Ellis County, Texas being more particularly described as follows:

BEING and as a "Wig-Hall" tract for the northeast corner of said 117.578 acre tract, also being the southeast corner of a called 4.60 acre tract of land described in deed to Transcon Development, LLC as recorded as Instrument No. 1818910, Official Public Records, Ellis County, Texas, being the west line of that called 121.897 acre tract of land described in a deed to Ovilla Trees, Ltd. (hereinafter referred to as Ovilla Trees Trust), as recorded in Volume 200, Page 176, Official Public Records, Ellis County, Texas, and also being the center of Westmoreland Road (hereinafter right-of-way);

THENCE South 01 degree 17 minutes 44 seconds East with the screen line between said 117.578 acre tract and said Ovilla Trees tract and with the center of said Westmoreland Road, a distance of 1,039.19 feet to a one-half inch pipe found for the southeast corner of said Ovilla Trees tract, being the northeast corner of that certain tract of land described as Westmoreland Acres Phase II, an addition in Ellis County, Texas, according to the plat recorded in Cabinet B, Slide 23, Plat Records, Ellis County, Texas;

THENCE South 00 degrees 52 minutes 28 seconds East with the common line between said 117.578 acre tract and said Westmoreland Acres Phase II and with the center of said Westmoreland Road, a distance of 1,039.19 feet to a "Wig-Hall" found for the southwest corner of said Westmoreland Acres Phase II, also being the northeast corner of a called 34.88 acre tract of land described in a deed to Robert Edmonson (hereinafter referred to as Edmonson tract), as recorded in Volume 725, Page 837, Official Public Records, Ellis County, Texas;

THENCE South 01 degree 08 minutes 05 seconds East with the common line between said 117.578 acre tract and said Edmonson tract and with the center of said Westmoreland Road, a distance of 235.32 feet to a "Wig-Hall" set for the southeast corner of the herein described tract of land;

THENCE departing the centerline of Westmoreland Road and the west line of said Edmonson tract, over and across said 117.578 acre tract as follows:  
South 88 degrees 51 minutes 55 seconds West, a distance of 68.00 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

North 01 degree 05 minutes 05 seconds West, a distance of 7.65 feet to a 1/2" iron rod with cap stamped "JBI" set for corner; the beginning of a curve to the right;

Along said curve to the right, having a radius of 990.00 feet, a central angle of 04 degrees 27 minutes 03 seconds, an arc length of 76.91 feet, a tangent of 39.47 feet, a chord bearing of North 03 degrees 21 minutes 37 seconds West and a chord distance of 76.65 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

North 05 degrees 35 minutes 02 seconds West, a distance of 17.33 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

South 88 degrees 51 minutes 55 seconds West, a distance of 27.82 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

North 01 degree 05 minutes 05 seconds West, a distance of 19.00 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

South 88 degrees 51 minutes 55 seconds West, 151.47 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 42 degrees 00 minutes 09 seconds West, 21.84 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 85 degrees 24 minutes 23 seconds West, 30.00 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 01 degree 23 minutes 37 seconds West, 179.45 feet to a one-half inch iron rod with cap stamped "JBI" set for the beginning of a non-tangent curve to the right;

Along said curve to the right having a radius of 1,499.03 feet, a central angle of 09 degrees 36 minutes 02 seconds, an arc distance of 249.07 feet, a tangent of 123.13 feet, a chord bearing of North 03 degrees 12 minutes 24 seconds East and a chord distance of 249.38 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 05 degrees 00 minutes 25 seconds East, a distance of 3.65 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 44 degrees 05 minutes 33 seconds West, 33.38 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 88 degrees 51 minutes 55 seconds West, 84.87 feet to the beginning of a curve to the right;

Along said curve to the right having a radius of 1,025.00 feet, a central angle of 04 degrees 38 minutes 28 seconds, an arc distance of 139.31 feet, a tangent of 61.70 feet, a chord bearing of South 88 degrees 31 minutes 09 seconds West, and a chord distance of 132.49 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 69 degrees 09 minutes 39 seconds West, 189.39 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 44 degrees 14 minutes 48 seconds West, 35.51 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 89 degrees 30 minutes 40 seconds West, 50.03 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 45 degrees 43 minutes 09 seconds West, 37.56 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 89 degrees 09 minutes 38 seconds West, 88.88 feet to a one-half inch iron rod with cap stamped "JBI" set for the beginning of a curve to the left;

Along said curve to the left having a radius of 591.48 feet, a central angle of 07 degrees 01 minutes 16 seconds, an arc distance of 121.83 feet, a tangent of 61.51 feet, a chord bearing of South 87 degrees 15 minutes 30 seconds West and a chord distance of 121.83 feet to a one-half inch iron rod with cap stamped "JBI" set, the beginning of a curve to the right;

Along said curve to the right having a radius of 1,042.40 feet through a central angle of 07 degrees 12 minutes 47 seconds, an arc distance of 133.75 feet, a tangent of 68.50 feet, a chord bearing of South 87 degrees 81 minutes 14 seconds West and a chord distance of 132.68 feet to a one-half inch iron rod with cap stamped "JBI" set;

South 47 degrees 06 minutes 51 seconds West, 28.06 feet to a one-half inch iron rod with cap stamped "JBI" set;

North 88 degrees 51 minutes 45 seconds West, 50.00 feet to a one-half inch iron rod with cap stamped "JBI" set for the beginning of a non-tangent to the right;

Along said curve to the right having a radius of 1,850.00 feet, a central angle of 82 degrees 33 minutes 58 seconds, an arc distance of 82.03 feet, a tangent of 41.02 feet, a chord bearing of North 04 degrees 54 minutes 27 seconds East, and a chord distance of 82.03 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

South 85 degrees 01 minutes 02 seconds West, 333.31 feet to a one-half inch iron rod with cap stamped "JBI" set for corner, being in the west line of said 117.578 acre tract, being in the east line of that called 8,719 acre tract of land described in a deed to Gene Johnston and wife, Lee Lee Johnston (hereinafter referred to as Johnston tract), as recorded in Volume 1487, Page 1072, Official Public Records, Ellis County, Texas;

THENCE North 09 degrees 58 minutes 58 seconds West, along the west line of said 117.578 acre tract, passing at a distance of 333.75 feet a one-half inch iron rod found for the northeast corner of said Johnston tract, being the southeast corner of that certain 33.77 acre tract of land described in deed to First Southern Baptist Church of Ovilla, Inc. recorded in Volume 641, Page 69, Official Public Records, Ellis County, Texas, continuing for a total distance of 1,450.12 feet to a one-half inch iron rod found for the northeast corner of said 117.578 acre tract, also being the southeast corner of a 5.00 acre tract (Tract A) described in deed to Byron Cory Johnson recorded as Instrument No. 1818910, Official Public Records, Ellis County, Texas;

THENCE North 49 degrees 19 minutes 28 seconds East, departing the east line of said First Southern Baptist Church of Ovilla tract, along the north line of said 117.578 acre tract, the south line of said 5,000 acre tracts (Tract A & Tract B), described in deed to Byron Cory Johnson as recorded as Instrument No. 1818910, Official Public Records, Ellis County, Texas, the south line of a called 4.609 acre tract of land described in deed to Wilshire Development Company, L.L.C. as recorded in Volume 2110, Page 1477, Official Public Records, Ellis County, Texas, and the south line of the aforementioned 4.60 acre Transcon Development, LLC tract (Tract A), a distance of 1,416.07 feet to the POINT OF BEGINNING and containing 2,593,218 square feet or 59.670 acres of land.

OWNER'S DECLARATION

I, that I, FIRST TEXAS HOMES, INC., do hereby adopt this plat designating the herein above described property as a Final Plat of Broadmoor Estates, Phase I, in addition to the City of Ovilla, Texas, and do hereby dedicate to the City of Ovilla in fee simple forever the public right of ways shown thereon. The easements shown thereon are hereby dedicated and reserved for the purposes as indicated. The utility and drainage easements shall be open to the public and private utilities for each particular use. The maintenance of the paving on the utility and drainage easements is the responsibility of the property owner/homeowners association (HOA), its buildings or other improvements or shown, except drainage easements in which no improvements which may obstruct the flow of water may be constructed or placed in such drainage easements, easements being hereby reserved for the actual use and accommodation of all public utilities using or desiring to use the same, and any public utility shall have the right to remove and keep removed all or parts of the encroachments allowed above which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from and upon the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and sealing to or removing all or parts of its respective systems without the necessity of any lines of securing the permission of anyone. Any public utility shall have the right of ingress or egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility.

NO HOUSE, DWELLING UNIT OR OTHER STRUCTURE SHALL BE CONSTRUCTED ON ANY LOT IN THIS SUBDIVISION BY THE OWNER UNTIL:

1. such time as the developer and/or owner has complied with requirements of the platting ordinance of the City of Ovilla regarding improvements with respect to the entire block on the street and/or streets on which the property abuts, including the actual installation of streets with the required base and paving, curb and gutter, all utilities, drainage, structures, and storm sewers and allies, all according to the specifications and standards of the City of Ovilla and such improvements have been inspected by the City of Ovilla and accepted for title, use and maintenance; or
2. until an escrow deposit, sufficient to pay for the cost of such improvements, as determined by the City Engineer, deposited on a private commercial rate basis, has been made with the City accompanied by an agreement signed by the developer and/or owner, authorizing the City to make such improvements at prevailing private commercial rates, or pay the rate made by a contractor and pay for the same out of the escrow deposit, should the developer and/or owner fail or refuse to install the required improvements within the time stated in such written agreement, but in no case shall the City be obligated to make such improvements itself. Interest on an escrow deposit shall be accumulated in the account and may be used as needed to cover increases in construction costs and any surplus resulting at completion shall be returned to the developer and/or owner. Such deposit may be used by the developer and/or owner as progress payments as the work progresses in making such improvements by making certified requisitions to the City, supported by evidence of work completed; or
3. until the developer and/or owner files a corporate surety bond with the City in a sum equal to the cost of such improvements for the designated area, guaranteeing the installation thereof within the time stated in the bond, which time shall be fixed by the City Council.
4. the requirements with respect to the street, drainage and utility improvements are made to insure the installation of such street improvements and to give notice to each owner and to each prospective owner of lots in this subdivision that no house or building can be constructed on any lot in this subdivision until said street improvements are actually made or provided for on the entire block on the street and/or streets on which the property abuts as described herein.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Ovilla, Texas.

BY:

FIRST TEXAS HOMES, INC.

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for purpose and consideration therein stated. Given upon my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2020.

SURVEYOR CERTIFICATION:

KNOW ALL MEN BY THESE PRESENTS:

That I, WILLIAM J. JOHNSON, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Ovilla, Texas.

NOTE: PRELIMINARY FOR REVIEW ONLY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.  
WILLIAM J. JOHNSON, R.L.T.S. NO. 5428

STATE OF TEXAS  
COUNTY OF DALLAS

Before me, the undersigned authority, on this day personally appeared WILLIAM J. JOHNSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for purpose and consideration therein stated.

Given upon my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2020.

FINAL PLAT  
BROADMOOR ESTATES PHASE 1  
BEING 59.670 ACRES OUT OF THE  
JAMES MCNAMARA SURVEY, ABSTRACT NUMBER 693

CITY OF OVILLA  
ELLIS COUNTY, TEXAS  
84 RESIDENTIAL LOTS  
4 OPEN SPACE LOTS

APPROVED BY THE PLANNING AND ZONING COMMISSION OF  
OVILLA, TEXAS, on the \_\_\_\_ day of \_\_\_\_\_, 2020.

Chairperson, Planning and Zoning Commission

City Secretary / Board Secretary

APPROVED BY THE CITY COUNCIL OF OVILLA, TEXAS,  
on the \_\_\_\_ day of \_\_\_\_\_, 2020.

Mayor

City Secretary

FIRST TEXAS HOMES, INC.  
600 Crescent Court, Suite 350  
Dallas, TX 75201  
Contact: Kenny Hofner

OWNER/DEVELOPER  
(214) 613-3400  
JBI PARTNERS, INC.  
2121 Midway Road, Suite 300  
Corrington, Texas 75008  
Contact: Jeff Klemm, PE  
TBE No. F-438 TBEPS No. 10078000

SURVEYOR/ENGINEER  
Phone: (972) 248-7878  
Fax: (972) 248-1414

SEPTEMBER 02, 2020

Sheet 4 of 4

Drawn by: H. Projects VTH022 - Hidden Valley Estates Phase I Surveying Job VTH022.dwg Saved by: b.johnson Save Time: 9/2/2020 4:24 PM Printed by: b.johnson Plot Date: 9/2/2020 4:29 PM



**City of OVILLA Planning & Zoning Commission  
Recommendation to the City Council**

**ITEM 3.      DISCUSSION/ACTION** – Consideration of and action on an amended Final Plat for Broadmoor Estates and forward recommendation to the Ovilla City Council.

\*\*\*\*\*

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

PL1 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 via teleconference

10.05.2020

Presiding Officer of P&Z

Date

Cathy Gaeta

10.05.2020

Board Secretary

Date



# Ovilla City Council

## AGENDA ITEM REPORT

### Item 5

Meeting Date: October 13, 2020

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☒ NO ☐ N/A

Submitted By: Staff

Reviewed By: ☒ City Manager

☒ City Secretary

☒ City Attorney

☐ Accountant

☒ Other: Staff

#### Attachments:

1. Amended Plat
2. Excerpt from the Local Government Code Section 212.016
3. Planning and Zoning's Presentation & Recommendation to Council

#### Agenda Item / Topic:

ITEM 5. DISCUSSION/ACTION – Receive recommendation from the Planning and Zoning Commission to consider and act on an amended final plat for Bryson Manor Phase III.

#### Discussion / Justification:

Bryson Manor Phase III final plat was approved by Council on December 09, 2019. Chief Kennedy noticed several street issues with regard to 911 addressing for the county. Six street names for Bryson Manor Ph. III cannot be used as these particular names are already assigned (or very similar names) either in the City of Ovilla or in surrounding cities. After consulting with Bryson Manor Ph. III representatives, new street names were submitted for acceptable 911 addressing.

Staff presented new plats with the renaming of the streets to the Planning and Zoning Commission at their regular meeting of October 05, 2020. Recommendation for approval is hereby submitted.

#### Bryson Manor Ph. III - Street Name Changes

- 7400-7800 Cedar Circle changed to Bald Cypress Drive
- 3700-3900 Cedar Circle changed to Cherry Laurel Lane
- 7200 Cedar Circle changed to Persimmon Drive
- Spruce Street changed to Monterrey Oak Way
- Dogwood Drive changed to Pistache Lane
- 7400 Maple Lane changed to Desert Willow Lane

Sec. 212.016(a)(6) of the Local Government Code allows for the amendment of a plat.

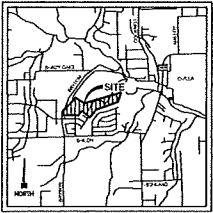
#### Recommendation / Staff Comments:

Staff recommends approval of the amended plat.

#### Sample Motion(s):

I move to approve the amended final plat for Bryson Manor Phase III as presented.





VICINITY MAP

- LEGEND
- O.P.R.E.C.T. OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS
  - D.R.E.C.T. DEED RECORDS, ELLIS COUNTY, TEXAS
  - P.R.E.C.T. PLAT RECORDS, ELLIS COUNTY, TEXAS
  - C.M. CONTROL MONUMENT
  - O 5/8" IRON ROD SET WITH YELLOW CAP STAMPED "TOPS 5674" (UNLESS OTHERWISE NOTED)
  - ANG. NAIL SET FOR CORNER
  - IRON ROD FOUND
  - UTILITY EASEMENT
  - DRAINAGE EASEMENT
  - DRAINAGE & UTILITY EASEMENT
  - SANITARY SEWER EASEMENT
  - ↑ DENOTES STREET NAME CHANGE

SHAW FOREST PHASE 2  
CABINET 1, SHEET 135  
P.L.E.C.T.

SHEET 2

SHEET 3

SHEET 4

- NOTES:
1. BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, HAD 83 NORTH CENTRAL ZONE 4202 AS DERIVED FROM GPS OBSERVATIONS.
  2. ALL LOT CORNERS SHALL BE MONUMENTED WITH A 5/8" IRON ROD WITH A YELLOW CAP STAMPED "TOPS 5674" UNLESS OTHERWISE NOTED.
  3. DEVELOPMENT IS SUBJECT TO MANDATORY HOMEOWNERS ASSOCIATION (HOA). ALL COMMON AREA LOTS WILL BE MAINTAINED BY SHAW HOA.
  4. SELLING A PORTION OF ANY LOT WITHIN THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF STATE LAW AND CITY ORDINANCE AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITY SERVICES AND BUILDING PERMITS.

FLOOD STATEMENT:  
THE SUBJECT TRACT LIES WITHIN ZONE X (UNSHADED), DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) AS SHOWN ON COMMUNITY PANEL NO. 481900050F, DATED JUNE 3, 2013 FOR ELLIS COUNTY, TEXAS AND INCORPORATED AREAS. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION PURPOSES ONLY AND THE SURVEYOR DOES NOT CERTIFY TO THE ACCURACY THEREOF OR THE INFORMATION PROVIDED BY FEMA AND ASSUMES NO LIABILITY FOR THE USE THEREOF.

REVISED: 2009/122 CASE NO:



STEVE H. BISHOP  
AND JOSE A. BISHOP  
VOLUME 218, PAGE 98  
P.L.E.C.T.

DAVID GLEN BOHON  
INSTRUMENT NO. 1770494  
P.L.E.C.T.

MONTE A. BURN, LLC  
INSTRUMENT NO. 1311038  
P.L.E.C.T.

SCRAW FLOODE BERS  
VOLUME 218, PAGE 97  
P.L.E.C.T.

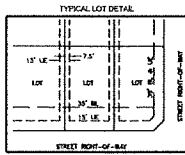
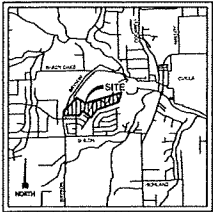
U.S. HIGHWAY  
VOLUME 223, PAGE 144  
P.L.E.C.T.

OWELL INC  
CABINET 2, SHEET 214  
P.L.E.C.T.

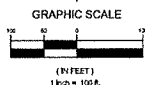
AMENDED PLAT  
BRYSON MANOR  
PHASE 3  
111 RESIDENTIAL LOTS - 2 HOA LOTS  
74.401 ACRES  
J.R. BILLINGSLEY SURVEY, ABSTRACT NUMBER 80  
AN ADDITION TO THE CITY OF OVALLA  
ELLIS COUNTY, TEXAS  
SEPTEMBER, 2019 SCALE: 1"=200'  
OWNER  
SHAW DEVELOPMENT GROUP, LLC  
6255 WOODLAND DRIVE  
DALLAS, TX 75230  
SURVEYOR



THE PURPOSE OF THIS AMENDING PLAT IS TO REVISE THE STREET NAMES ONLY.



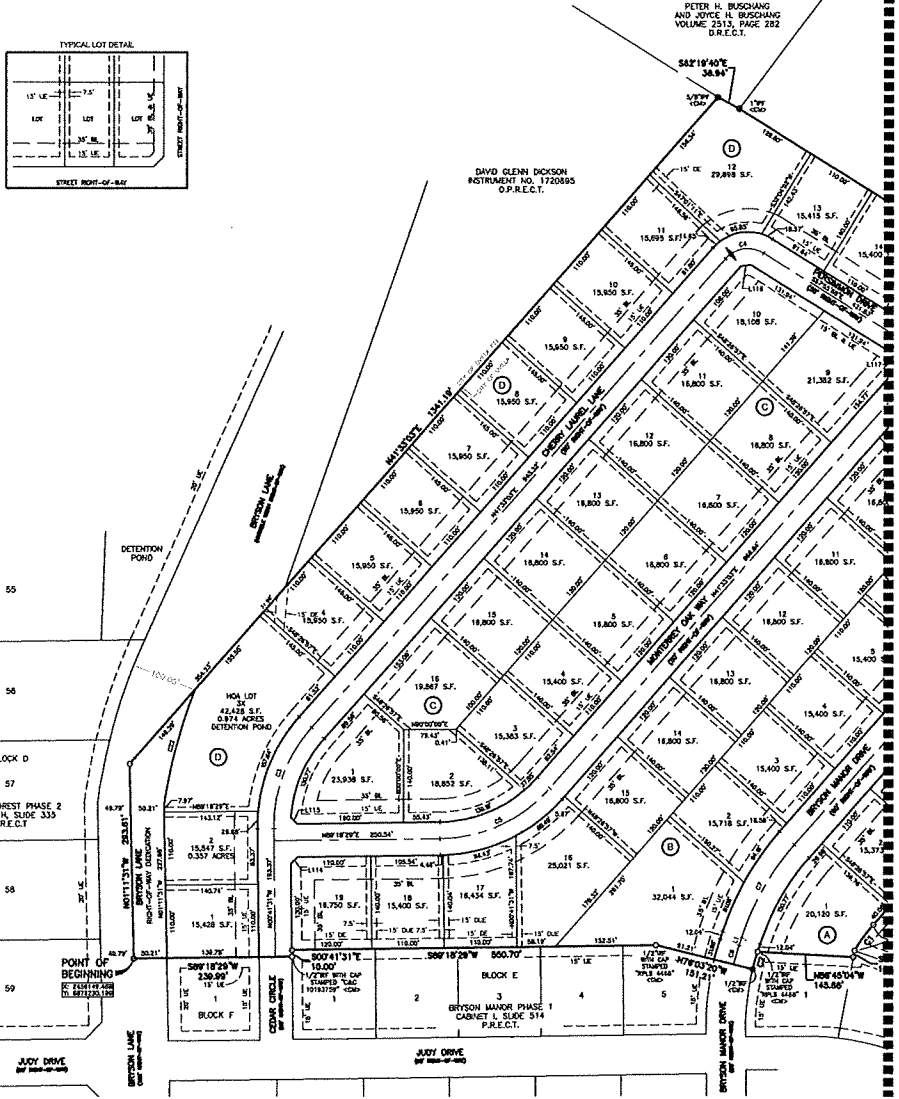
- LEGEND
- O.P.R.E.C.T. OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS
  - D.R.E.C.T. DEED RECORDS, ELLIS COUNTY, TEXAS
  - P.R.E.C.T. PLAT RECORDS, ELLIS COUNTY, TEXAS
  - CMV CONTROL MONUMENT
  - 5/8" IRON ROD SET WITH YELLOW CAP STAMPED "TIPLES SKYT" (UNLESS OTHERWISE NOTED)
  - D MAG. NAIL SET FOR CORNER
  - IRON ROD FOUND
  - UE UTILITY EASEMENT
  - DE DRAINAGE EASEMENT
  - DE DRAINAGE & UTILITY EASEMENT
  - SSE SANITARY SEWER EASEMENT
  - ↓ DENOTES STREET NAME CHANGE



- NOTES:
1. BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH CENTRAL ZONE 4202 AS DERIVED FROM GPS OBSERVATIONS.
  2. ALL LOT CORNERS SHALL BE MONUMENTED WITH A 5/8" IRON ROD WITH A YELLOW CAP STAMPED "TIPLES SKYT" UNLESS OTHERWISE NOTED.
  3. DEVELOPMENT IS SUBJECT TO MANDATORY HOMEOWNERS ASSOCIATION (HOA) FOR ALL COMMON AREA LOTS WILL BE MAINTAINED BY SAID HOA.
  4. SELLING A PORTION OF ANY LOT WITHIN THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF STATE LAW AND CITY ORDINANCE AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITY SERVICES AND BUILDING PERMITS.

FLOOD STATEMENT:

THE SUBJECT TRACT LIES WITHIN ZONE X (UNSHADDED), DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" AS INTERPRETED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) AS SHOWN ON COMMUNITY PANEL NO. 4819020007, DATED JUNE 2, 2013 FOR ELLIS COUNTY, TEXAS, AND INCORPORATED AREAS. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION PURPOSES ONLY AND THE SURVEYOR DOES NOT CARRY TO THE ACCURACY THEREOF OF THE INFORMATION PROVIDED BY FEMA AND ASSUMES NO LIABILITY FOR THE USE THEREOF.



MATCHLINE SEE SHEET 3

AMENDED PLAT  
BRYSON MANOR  
PHASE 3  
111 RESIDENTIAL LOTS - 2 HOA LOTS  
74.401 ACRES  
J.R. BILLINGSLEY SURVEY, ABSTRACT NUMBER 60  
AN ADDITION TO THE CITY OF OVILLA  
ELLIS COUNTY, TEXAS  
SEPTEMBER, 2019  
OWNER  
SHAW DEVELOPMENT GROUP, LLC  
6255 WOODLAND DRIVE  
DALLAS, TX 75230  
SURVEYOR

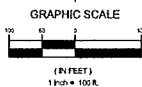
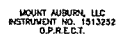
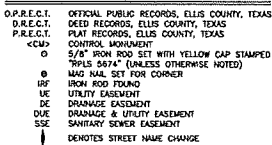


REVISION: 200122 CASE NO.

BRYSON MANOR PHASE 3  
AXIS SURVEYING, LLC







NOTES:

1. BASES OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH CENTRAL ZONE 4202 AS DERIVED FROM GPS OBSERVATIONS.
2. ALL LOT CORNERS SHALL BE MONUMENTED WITH A 6-INCH IRON ROD WITH A YELLOW CAP STAMPED "PLS 5674" UNLESS OTHERWISE NOTED.
3. DEVELOPMENT IS SUBJECT TO MANDATORY HOMEOWNERS ASSOCIATION (HOA) ALL COMMON AREA LOTS WILL BE MAINTAINED BY SAID HOA.
4. SELLING A PORTION OF ANY LOT WITHIN THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF STATE LAW AND CITY ORDINANCE AND IS SUBJECT TO FINES AND WITHDRAWING OF UTILITY SERVICES AND BUILDING PERMITS.

FLOOD STATEMENT:

THE SUBJECT TRACT LIES WITHIN ZONE X (UNSHADE), DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) AS SHOWN ON COMMUNITY PANEL NO. 48199C05050, DATED JUNE 3, 2013 FOR ELLIS COUNTY, TEXAS AND UNINCORPORATED AREAS. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION PURPOSES ONLY AND THE SURVEYOR DOES NOT CERTIFY TO THE ACCURACY THEREOF. THE INFORMATION PROVIDED BY FEMA AND ASSUMES NO LIABILITY FOR THE USE THEREOF.

REVISÉ: 20/01/22 CASE NO.:

HORMAN EUGENE BYERS  
VOLUME 2309, PAGE 573  
D.R.E.C.T

L.T. HOCHUFFE  
VOLUME 834, PAGE 844  
DIRECT

AMENDED PLAT  
BRYSON MANOR  
PHASE 3

111 RESIDENTIAL LOTS ~ 2 HOA LOTS  
74.401 ACRES  
J.R. BILLINGSLEY SURVEY, ABSTRACT NUMBER 80  
AN ADDITION TO THE CITY OF OVILLA  
ELLIS COUNTY, TEXAS

SEPTEMBER, 2019 SCALE: 1"=100'

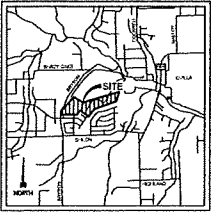
OWNER  
SHAW DEVELOPMENT GROUP, LLC  
6255 WOODLAND DRIVE  
DALLAS, TX 75230

SURVEYOR



**AXIS**  
SURVEYING

CAB. \_\_\_\_\_ SLIDE \_\_\_\_\_ 180138 4 OF 6



VICINITY MAP

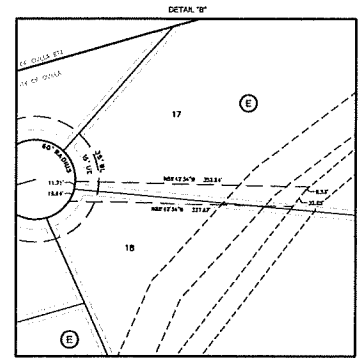
LEGEND

- O.P.R.E.C.T. OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS  
D.R.E.C.T. DEED RECORDS, ELLIS COUNTY, TEXAS  
P.R.E.C.T. PLAT RECORDS, ELLIS COUNTY, TEXAS  
C.M. CONTROL MONUMENT  
O 5/8" IRON ROD SET WITH YELLOW CAP STAMPED  
"1015 5014" (UNLESS OTHERWISE NOTED)  
MAG. NAIL SET FOR CORNER  
IRON ROD FOUND  
U.E. UTILITY EASEMENT  
D.E. DRAINAGE EASEMENT  
DUE DRAINAGE & UTILITY EASEMENT  
S.S. SANITARY SEWER EASEMENT  
DENOTES STREET NAME CHANGE

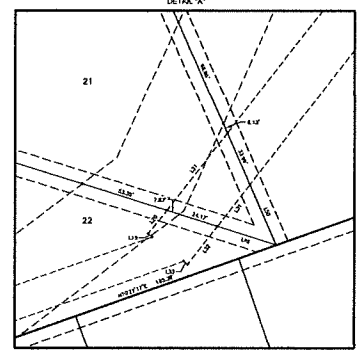
CURVE TABLE					
NUMBER	DELTA ANGLE	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	11°39'39"	235.00'	47.83'	S35°42'39"W	47.74'
C2	4°15'40"	370.00'	27.52'	S18°04'25"W	27.51'
C3	4°21'43"	225.00'	185.90'	S20°25'48"W	182.18'
C4	80°30'59"	45.50'	83.94'	S81°48'32"W	58.81'
C5	4°45'28"	225.00'	187.54'	N65°25'46"E	182.18'
C6	4°15'38"	400.00'	29.75'	S16°04'25"W	29.74'
C7	23°20'45"	400.00'	162.89'	S29°52'39"W	161.87'
C8	20°11'30"	450.00'	158.50'	N31°27'18"E	157.76'
C9	13°40'48"	450.00'	107.44'	N14°31'09"E	107.19'
C10	29°27'18"	450.00'	231.34'	N68°36'42"E	228.80'
C11	90°00'00"	45.50'	71.47'	N07°53'50"W	64.35'
C12	38°48'52"	250.00'	160.49'	S34°30'24"E	157.75'
C13	10°26'38"	500.00'	91.14'	N10°53'40"W	91.01'
C14	4°24'22"	70.50'	32.18'	N15°53'59"E	51.00'
C15	2°37'23"	420.00'	19.23'	N43°20'53"E	19.23'
C16	7°40'58"	420.00'	56.32'	N48°30'03"E	56.27'
C17	12°59'08"	295.01'	68.85'	N58°50'06"E	68.72'
C18	5°06'40"	295.01'	26.32'	N67°53'00"E	26.31'
C19	5°44'19"	275.00'	27.54'	S67°34'12"W	27.53'
C20	12°18'27"	275.00'	59.71'	S58°28'49"W	59.59'
C21	38°45'52"	75.00'	48.15'	N34°30'24"W	47.32'
C22	13°49'44"	760.00'	183.43'	N15°01'41"E	182.99'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S18°12'14"W	12.04'
L2	N07°40'45"E	42.79'
L3	S18°06'58"E	27.06'
L4	S09°40'22"E	13.74'
L5	N37°08'10"E	26.21'
L6	N52°20'31"E	236.68'
L7	N70°28'24"E	83.99'
L8	N70°28'24"E	8.06'
L9	N73°08'13"E	101.94'
L10	N73°08'13"E	4.32'
L11	N70°28'24"E	105.87'
L12	N70°28'24"E	8.24'
L13	N03°36'57"E	4.10'
L14	S68°03'03"E	145.58'
L15	S68°03'03"E	187.78'
L16	S03°56'57"W	4.09'
L17	N70°28'24"E	33.04'
L18	N70°28'24"E	287.81'
L19	N61°55'45"W	3.15'
L20	N37°58'49"E	17.85'
L21	N37°58'49"E	59.30'
L22	N37°58'49"E	387.15'
L23	N37°58'49"E	37.31'
L24	N50°04'07"E	175.65'
L25	N08°51'34"E	240.71'
L26	N73°53'02"E	32.58'
L27	S08°51'34"W	265.31'
L28	S50°04'07"W	184.35'
L29	S37°59'49"W	14.84'
L30	S37°59'49"W	422.41'
L31	S37°59'49"W	32.08'
L32	S37°59'49"W	29.12'
L33	N52°00'11"W	5.19'
L34	S70°28'24"W	283.97'
L35	S70°28'24"W	38.80'
L36	S03°56'57"W	4.09'
L37	N68°03'03"E	156.82'
L38	N68°03'03"E	156.83'
L39	N16°08'58"W	4.04'
L40	S70°28'24"W	105.14'
L41	S73°08'13"W	5.06'
L42	S73°08'13"W	101.20'
L43	S70°28'24"W	8.82'
L44	S70°28'24"W	62.78'
L45	S52°20'31"W	236.29'
L46	S42°43'36"W	22.42'
L47	S42°43'36"W	100.84'
L48	S42°43'36"W	20.26'
L49	S72°34'56"E	37.72'
L50	S23°58'08"E	40.00'
L51	N61°16'29"E	69.79'
L52	N72°51'50"E	26.54'
L53	N72°51'50"E	42.61'
L54	N83°58'10"E	68.43'
L55	N83°58'10"E	111.71'
L56	N83°58'10"E	98.18'
L57	S74°12'07"E	15.70'
L58	S74°12'07"E	87.95'
L59	S89°28'45"E	74.86'
L60	S89°28'45"E	6.37'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L61	S84°35'26"E	189.33'
L62	S84°35'26"E	16.67'
L63	N70°27'11"E	134.57'
L64	N52°39'32"E	78.60'
L65	N52°39'32"E	26.08'
L66	N24°20'58"E	89.70'
L67	N24°20'58"E	144.45'
L68	N42°18'54"E	107.05'
L69	N42°18'54"E	66.40'
L70	N52°46'51"E	208.66'
L71	N08°16'12"E	181.32'
L72	S08°16'12"W	223.40'
L73	S52°46'51"W	223.57'
L74	S42°18'54"W	24.05'
L75	S42°18'54"W	168.92'
L76	S24°20'58"W	181.06'
L77	S24°20'58"W	57.75'
L78	S52°39'32"W	3.36'
L79	S52°39'32"W	121.76'
L80	S70°27'17"W	153.48'
L81	N84°35'26"W	23.27'
L82	N84°35'26"W	201.51'
L83	N84°35'26"W	11.04'
L84	N89°28'45"W	65.80'
L85	N74°12'07"W	63.50'
L86	N74°12'07"W	37.19'
L87	S83°56'10"W	79.66'
L88	S83°56'10"W	111.71'
L89	S83°56'10"W	72.46'
L90	S72°51'58"W	38.86'
L91	S72°51'58"W	22.57'
L92	S81°16'29"W	64.72'
L93	N82°41'32"E	14.14'
L94	S32°20'58"E	13.00'
L95	S43°35'10"W	17.27'
L96	S78°49'06"E	17.27'
L97	N28°53'02"E	14.14'
L98	N39°21'12"W	2.07'
L99	N39°21'12"W	15.49'
L100	S21°00'56"W	5.40'
L101	S21°00'56"W	11.54'
L102	S61°08'56"E	14.14'
L103	N16°08'58"W	2.06'
L104	N28°28'56"E	14.04'
L105	N07°53'50"W	14.14'
L106	S84°19'36"W	14.68'
L107	N06°38'04"W	8.31'
L108	S61°57'52"W	15.80'
L109	S61°28'41"E	14.27'
L110	S07°53'50"E	14.14'
L111	S82°08'10"W	14.14'
L112	N22°59'06"W	13.15'
L113	S81°48'32"W	15.28'
L114	S44°18'29"W	14.14'
L115	N43°14'40"W	13.78'
L116	N81°48'32"E	15.28'
L117	S08°11'28"E	12.92'



SCALE = 1"=100'



SCALE = 1"=20'

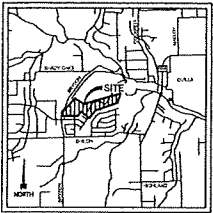
- NOTES:
1. BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, NORTH CENTRAL ZONE 4302 AS DERIVED FROM GPS OBSERVATIONS.
  2. ALL LOT CORNERS SHALL BE MONUMENTED WITH A 5-INCH IRON ROD WITH A YELLOW CAP STAMPED "1015 5014" UNLESS OTHERWISE NOTED.
  3. DEVELOPMENT IS SUBJECT TO MANDATORY HOMEOWNERS ASSOCIATION (HOA). ALL COMMON AREA LOTS WILL BE MAINTAINED BY SAID HOA.
  4. SELLING A PORTION OF ANY LOT WITHIN THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF STATE LAW AND CITY ORDINANCE AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITY SERVICES AND BUILDING PERMITS.

FLOOD STATEMENT:

THE SUBJECT TRACT LIES WITHIN ZONE X (UNSHADED), DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) AS SHOWN ON COMMUNITY PANEL NO. 48130C0005F, DATED JUNE 2, 2019 FOR ELLIS COUNTY, TEXAS AND INCORPORATED AREAS. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION PURPOSES ONLY AND THE SURVEYOR DOES NOT CERTIFY TO THE ACCURACY THEREOF OR THE INFORMATION PROVIDED BY FEMA AND ASSUMES NO LIABILITY FOR THE USE THEREOF.

REVISED: 20/01/22 CASE NO:

AMENDED PLAT  
BRYSON MANOR  
PHASE 3  
111 RESIDENTIAL LOTS - 2 HOA LOTS  
74.401 ACRES  
J.R. BILLINGSLEY SURVEY, ABSTRACT NUMBER 80  
AN ADDITION TO THE CITY OF OVIALLA  
ELLIS COUNTY, TEXAS  
SEPTEMBER, 2019 SCALE: 1"=100'  
OWNER  
SHAW DEVELOPMENT GROUP, LLC  
6225 WOODLAND DRIVE  
DALLAS, TX 75230  
SURVEYOR  
AXIS SURVEYING, LLC  
P.O. BOX 575 | WAXAHAMIE, TEXAS 75165  
(214) 360-8300 | TITLES FROM NO. 1254387  
SURVEYING INFO@AXIS-SURVEY.COM



VICINITY MAP  
LEGEND

O.P.R.E.C.T. OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS  
D.R.E.C.T. DEED RECORDS, ELLIS COUNTY, TEXAS  
P.R.E.C.T. PLAT RECORDS, ELLIS COUNTY, TEXAS  
C.O.D. CONTROL MONUMENT  
O 5/8" IRON ROD SET WITH YELLOW CAP STAMPED "TOLLS 5674" (UNLESS OTHERWISE NOTED)  
W 1/2" IRON ROD FOUND  
U UTILITY EASEMENT  
D DRAINAGE EASEMENT  
DRAINAGE & UTILITY EASEMENT  
S.S. SANITARY SEWER EASEMENT  
↑ DENOTES STREET NAME CHANGE

OWNERS CERTIFICATE AND DEDICATION

STATE OF TEXAS §  
COUNTY OF ELLIS §

WHEREAS, SHAW DEVELOPMENT GROUP, LLC IS THE OWNER OF A TRACT OF LAND LOCATED IN THE J.P. BILLINGSLEY SURVEY, ABSTRACT NO. 83, OYLLA, ELLIS COUNTY, TEXAS AND BEING PART OF A TRACT OF LAND DESCRIBED IN DEED TO SHAW DEVELOPMENT GROUP, LLC RECORDED IN VOLUME 2176, PAGE 1141, DEED RECORDS, ELLIS COUNTY, TEXAS (O.P.R.E.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG NAIL SET FOR CORNER IN BRYSON LANE AND THE COMMON LINE OF SAID SHAW DEVELOPMENT TRACT AND SHILOH FOREST PHASE 2, AN ADDITION TO ELLIS COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET 14, SLIDE 316, PLAT RECORDS, ELLIS COUNTY, TEXAS (P.R.E.C.T.) AT THE NORTHWEST CORNER OF BRYSON MANOR PHASE 1, AN ADDITION TO THE CITY OF OYLLA, ELLIS COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET 1, SLIDE 114, P.R.E.C.T.;

THENCE NORTH 01°11'11" WEST, ALONG SAID COMMON LINE, A DISTANCE OF 203.81 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW CAP STAMPED "TOLLS 5674" SET FOR CORNER;

THENCE NORTH 47°32'03" EAST, CONTINUING ALONG SAID COMMON LINE, PASSING THE MOST EASTERLY SOUTHEAST CORNER OF SAID SHILOH FOREST ADDITION AT A DISTANCE OF 34.33 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 134.13 FEET TO A 5/8-INCH IRON PIPE FOUND AT THE NORTH COMMON CORNER OF SAID SHAW DEVELOPMENT TRACT AND A TRACT OF LAND DESCRIBED IN DEED TO DAVID GLEN JOHNSON, RECORDED IN INSTRUMENT NUMBER 172086, OFFICIAL, PUBLIC RECORDS, ELLIS COUNTY, TEXAS (O.P.R.E.C.T.);

THENCE SOUTH 62°19'47" EAST, A DISTANCE OF 30.84 FEET TO A 1-INCH IRON PIPE FOUND AT THE SOUTHWEST COMMON CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO PETER H. BUSCHING AND JOYCE H. BUSCHING, RECORDED IN VOLUME 2513, PAGE 282, D.R.E.C.T., AND A TRACT OF LAND DESCRIBED IN DEED TO MOUNT AUBURN, L.L.C. RECORDED IN INSTRUMENT NO. 1112523, O.P.R.E.C.T.;

THENCE SOUTH 57°52'53" EAST, ALONG THE COMMON LINE OF SAID SHAW DEVELOPMENT TRACT AND SAID MOUNT AUBURN TRACT, A DISTANCE OF 74.14 FEET TO A 5/8-INCH IRON ROD FOR CORNER;

THENCE NORTH 17°53'03" EAST, CONTINUING ALONG THE COMMON LINE OF SAID SHAW DEVELOPMENT TRACT AND SAID MOUNT AUBURN TRACT, A DISTANCE OF 2.1434 FEET TO A 1/2-INCH IRON ROD FOUND IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO L.T. MCCLIFFE, RECORDED IN VOLUME 634, PAGE 544, D.R.E.C.T. AT THE EAST COMMON CORNER OF SAID SHAW DEVELOPMENT TRACT AND SAID MOUNT AUBURN TRACT;

THENCE SOUTH 17°51'31" WEST, ALONG THE COMMON LINE OF SAID SHAW DEVELOPMENT TRACT AND SAID HICKBERRY TRACT, A DISTANCE OF 11.85 FEET TO A 1/2-INCH IRON PIPE FOUND AT THE NORTH CORNER OF OYLLA PARK, AN ADDITION TO THE CITY OF OYLLA, ELLIS COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET 6, SLIDE 216, P.R.E.C.T.;

THENCE SOUTH 70°22'17" WEST, ALONG THE COMMON LINE OF SAID SHAW DEVELOPMENT TRACT AND SAID OYLLA PARK, A DISTANCE OF 1.7241 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW CAP STAMPED "TOLLS 5674" SET FOR CORNER;

THENCE SOUTH 37°16'02" WEST, CONTINUING ALONG THE COMMON LINE OF SAID SHAW DEVELOPMENT TRACT AND SAID OYLLA PARK, A DISTANCE OF 713.59 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "TOLLS 4486" FOUND AT THE EAST CORNER OF SAID BRYSON MANOR PHASE 1;

THENCE WESTERLY, ALONG THE NORTHERLY LINE OF SAID BRYSON MANOR PHASE 1, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

NORTH 52°52'36" WEST, A DISTANCE OF 18.55 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "TOLLS 4486" FOUND FOR CORNER;

NORTH 44°19'17" WEST, A DISTANCE OF 30.87 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "TOLLS 4486" FOUND FOR CORNER;

NORTH 52°52'36" WEST, A DISTANCE OF 30.84 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "TOLLS 4486" FOUND FOR CORNER;

SOUTH 41°32'22" WEST, A DISTANCE OF 16.56 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "TOLLS 4486" FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°39'39", A RADIUS OF 736.50 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 16°42'22" WEST, 27.31 FEET;

SOUTHWESTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 47.83 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "TOLLS 4486" FOUND FOR CORNER;

SOUTH 11°32'52" WEST, A DISTANCE OF 15.26 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW CAP STAMPED "TOLLS 5674" SET FOR CORNER;

NORTH 86°16'04" WEST, A DISTANCE OF 14.56 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "TOLLS 4486" FOUND FOR CORNER AT THE BEGINNING OF A HIGH-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 64°15'14", A RADIUS OF 393.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 16°42'22" WEST, 27.31 FEET;

SOUTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 27.31 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;

NORTH 78°02'02" WEST, A DISTANCE OF 151.21 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "TOLLS 4486" FOUND FOR CORNER;

SOUTH 66°19'29" WEST, A DISTANCE OF 50.70 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW CAP STAMPED "TOLLS 5674" SET FOR CORNER;

SOUTH 06°41'31" EAST, A DISTANCE OF 12.30 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "C1019378" FOUND FOR CORNER;

SOUTH 89°18'22" WEST, A DISTANCE OF 238.95 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,243,809 SQUARE FEET OR 74.01 ACRES OF LAND, MORE OR LESS.

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

THAT SHAW DEVELOPMENT GROUP, LLC ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICER, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS BRYSON MANOR PHASE 1, AN ADDITION TO THE CITY OF OYLLA, TEXAS, AND DO HEREBY DECLARE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS SHOWN THEREON, THE EASEMENTS, AS SHOWN, ARE HEREBY DEDICATED AND RESERVED FOR THE PUBLIC USE FOREVER FOR THE PURPOSES INDICATED ON THIS PLAT, NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, IN ADDITION UTILITY EASEMENTS MAY ALSO BE USED FOR THE UTILITY USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLICS AND THE CITY OF OYLLA'S USE THEREOF, THE CITY OF OYLLA AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND REESENTED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENHANCE OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS, THE CITY OF OYLLA AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF ACCESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSES OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTENANCE, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

NO HOUSE, DWELLING UNIT OR OTHER STRUCTURE SHALL BE CONSTRUCTED ON ANY LOT IN THIS ADDITION BY THE OWNER UNLESS:

1. SUCH TIME AS THE DEVELOPER AND/OR OWNER HAS COMPLIED WITH REQUIREMENTS OF THE PLATTING ORDINANCE OF THE CITY OF OYLLA REGARDING IMPROVEMENTS WITH RESPECT TO THE ENTIRE BLOCK ON THE STREET AND/OR STREETS WHICH THE PROPERTY ABUTS, INCLUDING THE ACTUAL INSTALLATION OF STREETS WITH THE REQUIRED BASE AND PAVING, CURB AND GUTTER, ALL UTILITIES, DRAINAGE STRUCTURES, AND STORM SEWERS AND ALLEYS, ALL ACCORDING TO THE SPECIFICATIONS AND STANDARDS OF THE CITY OF OYLLA AND SUCH IMPROVEMENTS HAVE BEEN INSPECTED BY THE CITY OF OYLLA AND ACCEPTED FOR TITLE, USE AND MAINTENANCE, OR

2. UNTIL AN ESCROW DEPOSIT, SUFFICIENT TO PAY FOR THE COST OF SUCH IMPROVEMENTS, AS DETERMINED BY THE CITY ENGINEER, AS COMMITTED ON A PRIVATE COMMERCIAL RATE BASIS, HAS BEEN MADE WITH THE CITY ACCOMPANIED BY AN AGREEMENT SIGNED BY THE DEVELOPER AND/OR OWNER, AUTHORIZING THE CITY TO MAKE SUCH IMPROVEMENTS AT PREVALENT PRIVATE COMMERCIAL RATE, OR HAVE THE SAME MADE BY A CONTRACTOR AND PAY FOR THE SAME OUT OF ESCROW DEPOSIT, SHOULD THE DEVELOPER AND/OR OWNER FAIL OR REFUSE TO INSTALL THE IMPROVEMENTS, INTEREST ON THE ESCROW DEPOSIT SHALL BE ACCUMULATED IN THE ACCOUNT AND MAY BE USED AS NEEDED TO COVER INCREASES IN CONSTRUCTION COSTS AND ANY SURPLUS RESULTING AT COMPLETION SHALL BE REFUNDED TO THE DEVELOPER AND/OR OWNER, SUCH DEPOSIT MAY BE USED BY THE DEVELOPER AND/OR OWNER AS A PROGRESS PAYMENT AS THE WORK PROGRESSES IN MAKING SUCH IMPROVEMENTS BY MAKING CERTIFIED REQUESTIONS TO THE CITY, SUPPORTED BY EVIDENCE OF WORK COMPLETED, OR

3. UNTIL THE DEVELOPER AND/OR OWNER FILES A CORPORATE SURETY BOND WITH THE CITY IN A SUM EQUAL TO THE COST OF SUCH IMPROVEMENTS FOR THE DESIGNATED AREA, GUARANTEEING THE INSTALLATION THEREOF WITHIN THE TIME STATED IN THE BOND, WHICH TIME SHALL BE SET BY THE CITY COUNCIL.

4. THE REQUIREMENTS WITH RESPECT TO STREET, DRAINAGE AND UTILITY IMPROVEMENTS ARE MADE TO INSURE THE INSTALLATION OF SUCH STREET IMPROVEMENTS AND TO GIVE NOTICE TO EACH PROSPECTIVE OWNER OF LOTS IN THIS SUBDIVISION THAT NO HOUSE OR BUILDING CAN BE CONSTRUCTED ON ANY LOT IN THIS SUBDIVISION UNLESS SAID STREET IMPROVEMENTS ARE ACTUALLY MADE OR PROVIDED FOR ON THE ENTIRE BLOCK ON THE STREET AND/OR STREETS ON WHICH THE PROPERTY ABUTS AS DESCRIBED HEREIN.

THE PURPOSE OF THIS AMENDED PLAT IS TO REVISE THE STREET NAMES ONLY.

NOTES:

1. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH CENTRAL ZONE 4322 AS DERIVED FROM GPS OBSERVATIONS.

2. ALL LOT CORNERS SHALL BE MONUMENTED WITH A 5/8-INCH IRON ROD WITH A YELLOW CAP STAMPED "TOLLS 5674" UNLESS OTHERWISE NOTED.

3. DEVELOPMENT IS SUBJECT TO MANDATORY HOMEOWNERS ASSOCIATION (HOA) ALL COMMON AREA LOTS WILL BE MAINTAINED BY SAID HOA.

4. SELLING A PORTION OF ANY LOT WITHIN THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF STATE LAW AND CITY ORDINANCE AND IS SUBJECT TO FINES AND WITHHELDING OF UTILITY SERVICES AND BUILDING PERMITS.

FLOOD STATEMENT:

THE SUBJECT TRACT LIES WITHIN ZONE X (UNSHADED), DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) AS SHOWN ON COMMUNITY PANEL NO. 481300040F, DATED JUNE 3, 2019 FOR ELLIS COUNTY, TEXAS AND INCORPORATED AREAS. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION PURPOSES ONLY AND THE SURVEYOR DOES NOT CERTIFY TO THE ACCURACY THEREOF OR THE INFORMATION PROVIDED BY FEMA AND ASSUMES NO LIABILITY FOR THE USE THEREOF.

REVISED: 2001/07 CASE NO.:

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF OYLLA, TEXAS.

WITNESS MY HAND, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

BY:

MOHAMMAD SHAKKATAM - PRESIDENT  
SHAW DEVELOPMENT GROUP, LLC

STATE OF TEXAS §  
COUNTY OF ELLIS §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED MOHAMMAD SHAKKATAM PERSON TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS:

THAT I, SEAN SHROPSHIRE, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS SET WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF OYLLA.

SEAN SHROPSHIRE  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5674

APPROVED BY THE PLANNING AND ZONING COMMISSION OF OYLLA, TEXAS, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

CHAIRPERSON, PLANNING AND ZONING COMMISSION

CITY SECRETARY

APPROVED BY THE CITY COUNCIL, CITY OF OYLLA, TEXAS, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

MAYOR

CITY SECRETARY

AMENDED PLAT  
BRYSON MANOR  
PHASE 3

111 RESIDENTIAL LOTS - 2 HOA LOTS  
74.401 ACRES  
J.P. BILLINGSLEY SURVEY, ABSTRACT NUMBER 80  
AN ADDITION TO THE CITY OF OYLLA  
ELLIS COUNTY, TEXAS

SEPTEMBER, 2019 SCALE: 1"=100'

OWNER

SHAW DEVELOPMENT GROUP, LLC

6255 WOODLAND DRIVE  
DALLAS, TX 75230

SURVEYOR



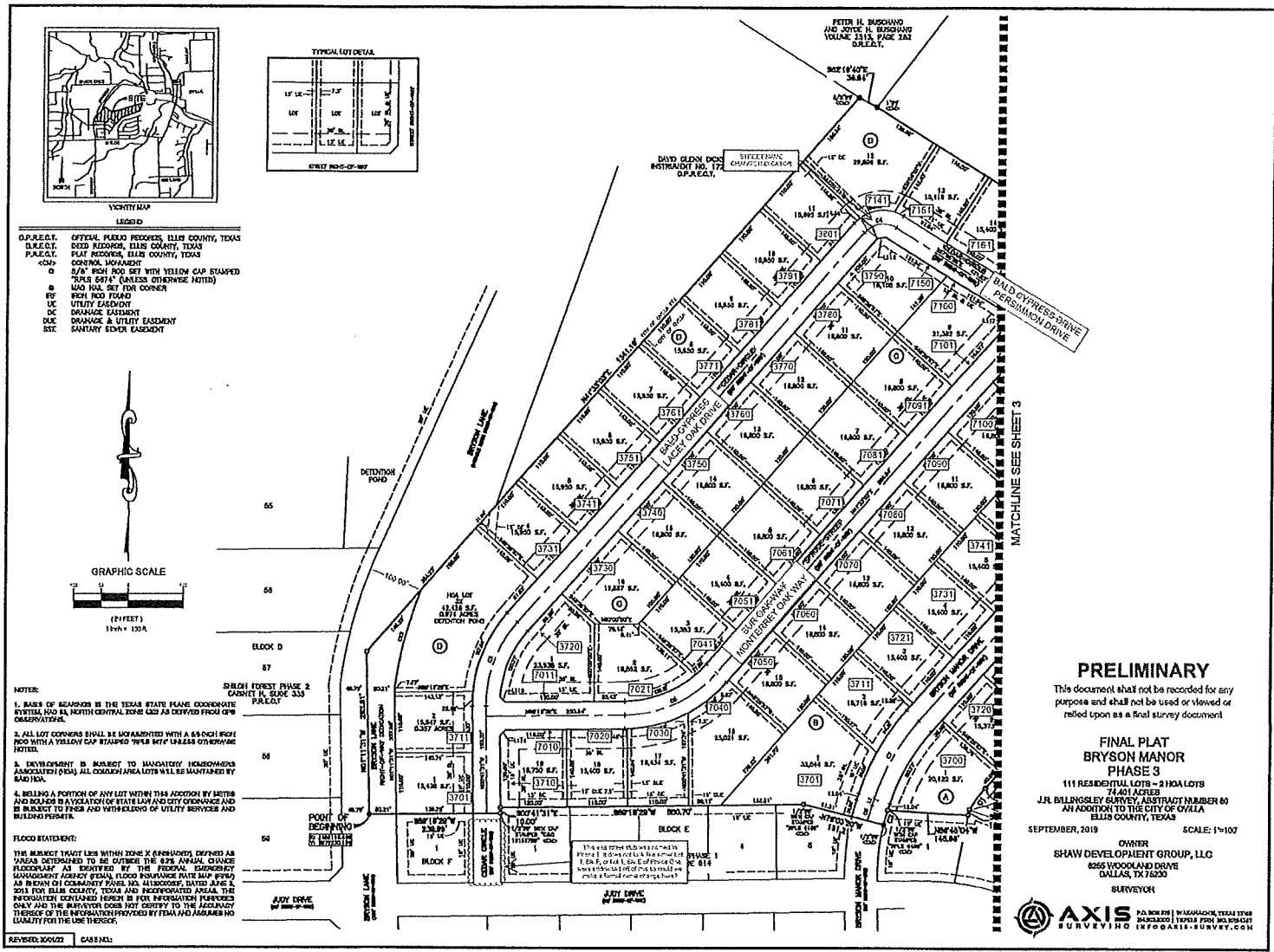
P.O. BOX 775 | WAXAHACHIE, TEXAS 75165  
214.500.0000 | TFFLS FROM NO. 1000000  
INFO@AXIS-SURVEY.COM

## EXCERPT FOR AMENDED PLAT

Sec. 212.016(a)(6) of the Local Government Code allows for the amendment of a plat.

(a) The municipal authority responsible for approving plats may approve and issue an amending plat, which may be recorded and is controlling over the preceding plat without vacation of that plat, if the amending plat is signed by the applicants only and is solely for one or more of the following purposes:

(6) to correct any other type of scrivener or clerical error or omission previously approved by the municipal authority responsible for approving plats, including lot numbers, acreage, street names, and identification of adjacent recorded plats.



**PRELIMINARY**

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

**FINAL PLAT  
BRYSON MANOR  
PHASE 3**

111 RESIDENTIAL LOTS - 2 HOA LOTS  
74,401 ACRES  
J.R. BILLINGSLEY SURVEY, ABSTRACT NUMBER 80  
AN ADDITION TO THE CITY OF OVALLA  
BLISS COUNTY, TEXAS

SEPTEMBER, 2019 SCALE: 1"=100'

OWNER  
SHAW DEVELOPMENT GROUP, LLC  
6255 WOODLAND DRIVE  
DALLAS, TX 75230

**AXIS SURVEYING**  
P.O. BOX 101111 WILKINSON, TEXAS 75091  
817.442.2020 | TOLL FREE 877.442.2020  
WWW.AXIS-SURVEYING.COM



CAB, SLIDE 180138 4 OF 6



## City of OVILLA Planning & Zoning Commission Recommendation to the City Council

**ITEM 4. DISCUSSION/ACTION** – Consideration of and action on an amended Final Plat for Bryson Manor Estates Phase 3 and forward recommendation to the Ovilla City Council.

\*\*\*\*\*

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

PL1 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 via teleconference

10.05.2020

Presiding Officer of P&Z

Date

Cathy Gaeta

10.05.2020

Board Secretary

Date





# Ovilla City Council

## AGENDA ITEM REPORT

### Item 6

Meeting Date: October 13, 2020

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☒ NO ☐ N/A

Submitted By: Staff

Reviewed By: ☒ City Manager

☒ City Secretary

☒ City Attorney

☐ Accountant

☒ Other: Staff

#### Attachments:

1. Thoroughfare Plan excerpt from the 2016 Comprehensive Land Use Plan

#### Agenda Item / Topic:

**ITEM 6. DISCUSSION/ACTION** – Receive recommendation from the Thoroughfare Plan Review Committee for a revision to the Thoroughfare plan, directing staff to move forward with required procedures according to the Local Government Code Chapter 213.

#### Discussion / Justification:

Councilmember Doug Hunt, PL4 spearheaded the need to review of the City's Thoroughfare Plan. During the November 19, 2019 Council meeting, the governing body appointed members to serve on the Thoroughfare Plan with direction to staff to coordinate a Thoroughfare Plan Review Committee meeting in order to discuss and make any possible recommendations to the City Council for necessary revisions to certain sections of the City's Thoroughfare Plan. (2016 Comprehensive Land Use Plan) (Due to COVID and other factors, the committee just recently met)

#### Members of the Committee:

Linda Chastain  
Sheila Domstead  
Carol Lynch  
Ozzie Molina  
Windy Zabochnik

The Thoroughfare Plan Review Committee met on September 18, 2020 to review the future widening plan for Red Oak Creek Road and recommended that the current long-range development plan for Red Oak Creek did give cause for review and possible revision.

According to Chapter 213 of the Local Government Code, the governing body of a municipality may adopt a comprehensive plan (or make updates) for the long-range development of the municipality. A municipality may define the content and design of a comprehensive plan. The Plan may be adopted or amended **after the public has had an opportunity to share comments at public hearings, of duly posted meetings.**

*(In 2015 fifteen individuals from the City were appointed to serve on the Comprehensive Land Use Plan Review Committee to review and update the CLUP. Following public hearings notice requirements, the 2016 Comprehensive Land Use Plan (2016 CLUP) was adopted by Ordinance 2016-12. The Thoroughfare Plan is inclusive in the 2016 CLUP which is due for update this fiscal year too.)*

#### Recommendation / Staff Comments:

N/A

**Sample Motion(s):**

I move to direct staff to coordinate with the Thoroughfare Plan Review Committee to move forward with the review and recommended revisions to the Thoroughfare Plan in accordance to the Local Government Code Chapter 213.

The Thoroughfare Plan should enable the City to implement a systematic process of upgrading and developing thoroughfares in accordance with the City's Future Land Use Plan. This process should include: (1) an evaluation of proposed roadway improvement regarding compliance to the Thoroughfare Plan; (2) preparation of detailed route studies to locate the exact location of a street that is shown conceptually on the Thoroughfare Plan; and (3) preparation of engineering plans and geometrics (including extra turn lanes at major intersections) once detailed routes have been established.

## Definitions

A number of terms used throughout this chapter should be defined in order to provide an understanding of existing and future transportation needs. These terms include the following:

**Functional classification** - The roadway classification system is intended to categorize streets by function for the purpose of clarifying administrative and fiscal responsibility. A complete circulation system provides separate facilities for the movement, transition, distribution, collection, access, and termination of trips. Freeways and arterials handle principal movement functions. Collector streets serve to gather traffic from local streets and feed it to the arterial system and to provide access in commercial and industrial areas. Local streets provide direct access to adjacent property.

**Capacity** - The capacity of a roadway as defined by the Highway Capacity Manual, is the maximum hourly rate at which vehicles can reasonably be expected to traverse a point or section of a roadway during a given time period under prevailing roadway, traffic, and control conditions. Roadway conditions refer to the geometric characteristics of the street such as type of facility, number and width of lanes, horizontal and vertical alignment, and design speed. Traffic conditions refer to the type of vehicle mix and the distribution of vehicles in available lanes. Control conditions refer to the types and specific design of traffic control devices such as traffic signals, signs, and turn restrictions. Other factors that affect the capacity of a roadway include weather and driver characteristics.

**Traffic Volume** - Traffic volume is a measurement of the total number of vehicles that pass a given section of a roadway during a given time period. Volume is generally expressed in terms of annual, daily, or hourly rates. Traffic volumes vary by the time of day, day of the week, season, and month. Annual average daily traffic (AADT) is the average daily traffic on a roadway, averaged over a full year, and is often used in travel forecasting and planning. Within this report the term vehicles per day (vpd) is used to reflect traffic counts made over a 24-hour period that have not been converted to annual average daily traffic and, thus, may not account for daily, weekly, or seasonal variations.

**Through Traffic** - This term is used in two ways, depending on the particular discussion: 1) to identify trips that do not have a local destination (i.e. are not stopping within Ovilla); and 2) to identify trips that may have a local destination, but are traveling through a particular section of the City.

## Existing Conditions

Ovilla's existing transportation system is designed to accommodate private vehicular traffic. Interstate Highway 35E and State Highway 67 are approximately 3.75 miles from Ovilla to the east and 5.30 miles from Ovilla to the west respectively. Currently, no other forms of transportation are available in Ovilla.

### *Highways & Streets*

**Ovilla Road (F. M. 664)** is the major internal transportation spine for Ovilla. It is the only direct traffic route through Ovilla. All other roadways are modified county roads that meander around various physical constraints. Ovilla Road is also a Texas Department of Transportation (TxDOT) maintained facility. The section of Ovilla Road from Hampton Road to Cinnamon Spring Street is a three lane asphalt roadway with a continuous left turn lane. The remainder of Ovilla Road is only two lanes in width.

**Westmoreland Road** is currently a north-south country road, with its ultimate purpose to serve as a principal arterial providing connection down to Lariat Trail and Red Oak Creek Road. Westmoreland road will serve as the primary entry point into the City from Future Loop 9.

**Cockrell Hill Road** is a two-lane rural section of roadway that provides access to the center of the City. The current development that exists adjacent to the roadway, primarily residential development of half-acre of larger lots creates a limiting factor to the increase of traffic and ultimately dictates the ultimate thoroughfare classification.

**Joe Wilson Road** is a north-south country road that acts as a collector down to Johnson Lane. This road currently serves to take pressure off of Westmoreland Road as a north-south arterial.

**Montgomery Road/Bryson Lane & Red Oak Creek Road** are small residential collectors that wind near creeks and are canopied by beautifully abundant trees. Both roads are very scenic entrances to the central portions of Ovilla.

**Shiloh Road** is an east-west collector that provides access between the City of Midlothian and Ovilla. It is a small country road that bisects Ovilla's ETJ and feeds to Ovilla Road. Shiloh Road has recently and is anticipated to experience increased traffic resulting from changes in adjacent land uses and development.

**Duncanville Road** is a north-south collector that provides access between the City of Cedar Hill and Ovilla. Currently, this thoroughfare is a small country road that is approximately 1,000 feet in length within the City of Ovilla municipal limits and terminates at Johnson Lane. This thoroughfare will ultimately be extended to the south and eventually connect with Bryson Lane to continue south.

### *Bicycle & Pedestrian*

Pedestrian and bicycle transportation are often forgotten as viable modes of travel in today's mobile society. In order to provide for easy and safe pedestrian and bicycle travel, sidewalks, pathways, and crosswalks should be required to be included in future development plans. This type of access is needed to commercial centers, along arterial

streets and between residential areas, schools. By requiring appropriate infrastructure for pedestrians in new developments, and retrofitting existing developed areas, traffic and parking issues may be lessened in intensity, and quality of life may be improved. The City may also wish to provide bicycle racks or covered storage areas in public facilities.

## Street Functions & Classifications

Streets located within municipalities generally are various sizes, and have different numbers of vehicle traffic lanes and design requirements. This Plan has categorized Ovilla's streets according to the Standard Street Classification System used by the Texas Department of Transportation (TxDOT). Each type of roadway in the classification system has right-of-way widths, lane widths, number of lanes, and medians appropriate to the traffic and speed required of the street. *Table 5.1, Summary of Street Classifications* provides the following information in tabular format.

**Table 5-1**  
**Summary of Street Classification**

Land Use Plan Classification	Thoroughfare Plan Classification	
Local Residential Street	<b>R2U</b>	Residential Two Lane Undivided
Collector Street	<b>C2U</b>	Collector Two Lane Undivided
	<b>C4U</b>	Collector Four Lane Undivided
	<b>M2D</b>	Minor Arterial Two Lane Divided
Minor Arterial Street	<b>M4U</b>	Minor Arterial Four Lane Undivided
	<b>M4D</b>	Minor Arterial Four Lane Divided
	<b>P6D</b>	Principal Arterial Six Lane Divided
Principal Arterial Street	<b>P4D</b>	Principal Arterial Four Lane Divided
	<b>P4U</b>	Principal Arterial Four Lane Undivided
Freeway (Proposed Loop 9)	<b>FW</b>	Typically Four to Ten Divided Lanes

\* **R2U** streets are not shown on the *Thoroughfare Plan*.

### Freeways

Freeways or highways consist of controlled limited access roadways with divided lanes for directional traffic. Freeways are designed to move high volumes of traffic, typically in excess of 40,000 vehicles per day, with maximum efficiency. Freeways generally have from 4 to 8 lanes and require 250 to 500 feet of right-of-way. They provide no direct access to adjacent property, and main lanes are grade separated at intersections with arterial roadways. Service roads may be provided along the freeway to facilitate access to and from the main lanes and to provide access to adjacent property. Interstate 35E and State Highway 67 are the two freeways near to the city of Ovilla. The proposed Loop 9 may be classified as a freeway and run on the city's northern boundary.

### *Principal Arterials*

Principal arterials are designed to serve major traffic movements through the city by carrying large volumes of traffic across or through the city as efficiently as possible. These roadways should be continuous in length, connect with freeways, and serve major traffic generators. Typically, principal arterials should be spaced between two and three miles apart. They are designed to carry between 10,000 and 40,000 vehicles per day requiring from four to six lanes. Access management is essential to ensure maximum operating efficiency of the roadway. However, because commercial development generally occurs along arterial streets, control of access is often difficult to achieve. Intersection spacing should be at intervals of not less than one-fourth mile. Intermediate unsignalized access points and median breaks to accommodate public streets or private driveways should be avoided. To facilitate the flow of traffic, designated turn lanes and acceleration/deceleration lanes may be required in areas of commercial development.

### *Minor Arterials*

Minor arterials are generally designed as four-lane roadways; with the exception of the two-lane divided minor arterial proposed. They may be either divided or undivided, and are designed to connect the primary arterials and provide system continuity. Generally, minor arterials are spaced at approximately one mile intervals, and define the limits of a neighborhood. They are designed to carry traffic volumes of 10,000 to 15,000 vehicles per day, and like principal arterials, direct access should be limited. Intersections for four-lane minor arterials should be spaced at intervals of no less than one-fourth of a mile and intermediate access points to accommodate public streets or private driveways should be avoided. Two-lane minor arterials are designed to accommodate rural traffic and provide pocket medians to allow access for turning movements. The classification of Shiloh Road as an arterial M4U should be further studied given potential design constraints.

### *Collector Streets*

Collector streets are intended to serve internal traffic movements within an area and carry traffic from local streets to the arterial network, and may be designated as principal and minor collectors. Generally, collector streets are designed with two lanes, are between 1 and 1/2 mile in length, and carry traffic volumes between 1,000 and 10,000 vehicles per day. Minor collector streets should be located to provide access to the local street system in a neighborhood and be curvilinear in design, in order to discourage through traffic in neighborhoods. Typically, they include two traffic lanes and two parking lanes and should be less than one mile in length. The classification of Red Oak Creek Road as a collector C4U should be further studied given potential design constraints.

### *Local Streets*

Local streets provide access to residential property and feed the collector street system. Local streets typically carry volumes of less than 1,000 vehicles per day. Streets are no more than two lanes and should be designed to discourage any type of through traffic movements, either through a curvilinear arrangement, through the incorporation of loops and cul-de-sacs, or both.



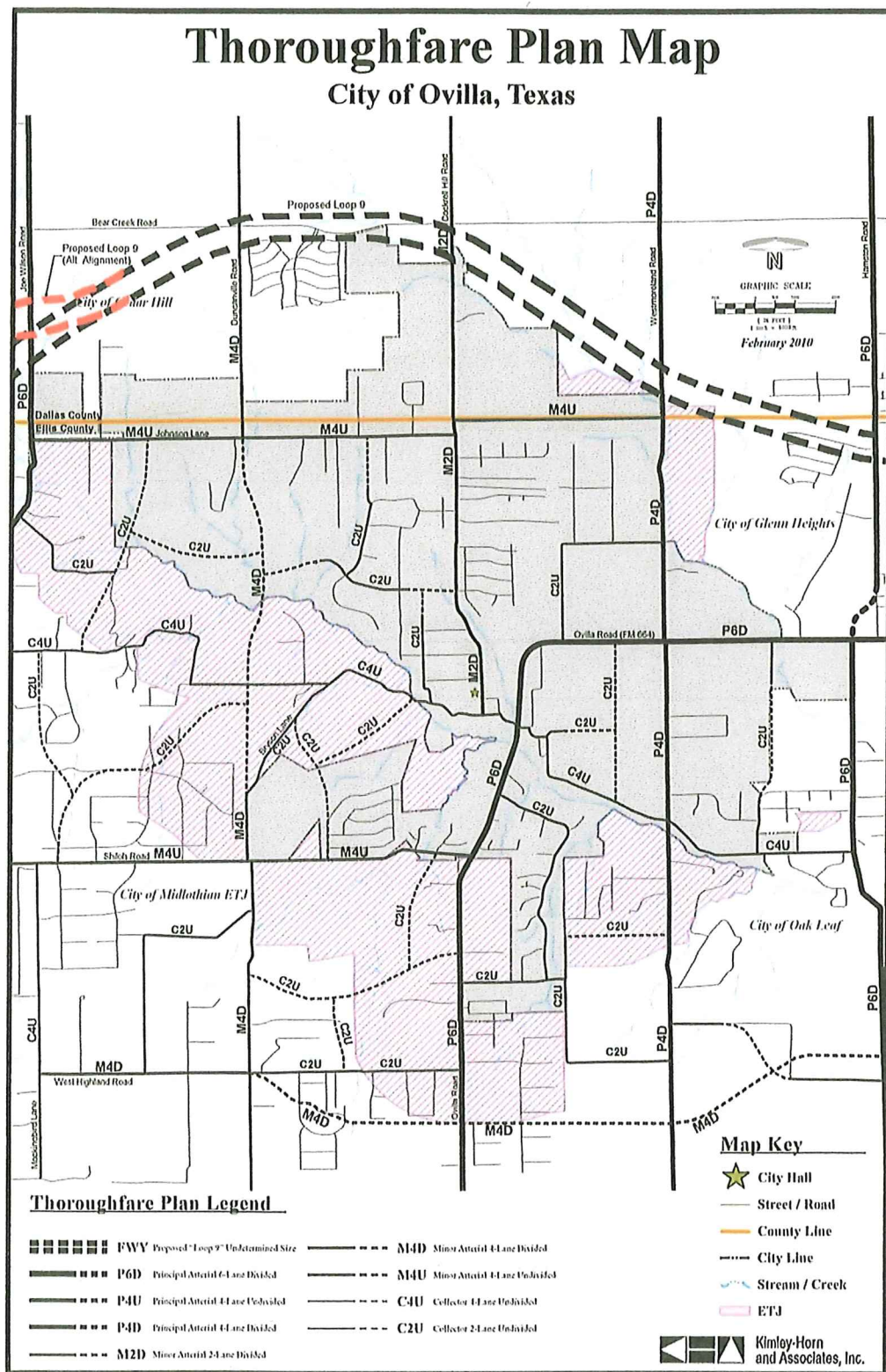


Figure 5.1, City of Ovilla Thoroughfare Plan Map 2010

## **Thoroughfare Plan**

The City of Ovilla has classified its streets in categories of residential streets, collector streets, minor arterials, and principal arterials. The proposed thoroughfare plan network is shown on *Figure 5.1, Thoroughfare Plan Map 2010*.

Ovilla Road (F. M. 664) will continue to be the City's principal arterial with Westmoreland Road playing a secondary arterial role. The character and physical constraints of the City of Ovilla preempt the need for additional principal arterial streets.

The majority of the roadway improvements shown on the Thoroughfare Plan are related to the street designated as minor arterials. Almost all of these roadways are currently two lane county-type roads without curbs and gutters and without adequate pavement width to accommodate the existing traffic volumes. These streets need to be widened to four lanes to handle the increased volumes that will occur as development of the area continues. Off-set intersections need to be aligned and roadway connections need to be made.

## **Protecting the Capacity of Streets**

Funding for construction and improvements to thoroughfares represents a major public investment. In the past thirty years, federal and state funds have been widely available to assist cities in building and maintaining an efficient and safe system of highways and arterial roadways. Today, however, funding from federal and state sources is becoming increasingly harder to obtain as more and more projects compete for limited dollars. As a result, it is important for the City to implement policies to protect the capacity of their major streets. In addition, the City should consider all funding options, including bonds, general funds, grant programs, and private developer participation.

Roadway capacity is a function of the number and width of lanes, design speed, horizontal and vertical alignment, type and number of traffic control devices, and access and turning movements. Capacity can best be preserved by limiting points of access through subdivision and development ordinances, prohibiting left turn traffic movements by restricting the number of median breaks, and requiring acceleration/deceleration lanes at high volume commercial driveways.

Ideally, no direct access should be allowed onto arterial and major collector streets except at intersections. Developments should have access provided via local streets that intersect the arterial and collector roadways. A minimum frontage requirement should be set in order to limit curb cuts in corridor commercial and industrial developments, with the ultimate number of curb cuts being determined during the development review process. The review process for site plans is an appropriate time to include consideration of cross access and limiting the number of driveways for site specific developments.

Policies to limit access have often proven difficult for cities to implement because properties adjacent to the road may not meet the minimum frontage requirements and courts have held that owners cannot be denied access from the roadway.



Therefore, any consideration of cross access and limitation of driveways must address available right-of-way. It is especially difficult to implement access management when improvements are planned along roadways where developments have existing driveways. Under these circumstances, the City must often wait for redevelopment to occur before the desirable changes can be made. The City of Ovilla should continue to explore access management strategies that have been successful in other areas.

## **Bicycle & Pedestrian Circulation**

Bikeways and sidewalks will become more important in the future, not only as the mark of quality urban development, but as an alternate mode of transportation. The City of Ovilla should consider developing a bikeway plan that would coordinate the development of a greenbelt hike and bike trail system with a comprehensive system of bikeways throughout the City. Key elements of the bikeway plan should include methods to provide bikeways within the rights-of-way of major streets as well as separate bikeway facilities, and to encourage developers to provide bike facilities in new developments.

To accommodate pedestrians, the City should require sidewalks in new developments and redevelopments. Specifically, the City should consider the following:

- Require sidewalks along both sides of arterial and collector streets;
- Require sidewalks in residential areas on all streets;
- Encourage the connection of sidewalks in residential areas and to commercial and recreational areas by working with developers as projects are planned;
- Provide pedestrian pathways in public recreation areas;
- Implement a low cost, shared resident/public program to replace older, substandard sidewalks. This could be done in conjunction with the street improvement program; and
- Consider including projects that retrofit older developed areas that do not have sidewalks into the Capital Improvements Program (CIP) for arterial and collector streets.

## **Street Improvement Program**

The City of Ovilla currently identifies necessary roadway improvements for inclusion in an ongoing Capital Improvement Program. Refinement and continuation of the current process by using a systematic street evaluation process will assist the City in maximizing the street improvement needs with the available sources of funding. A Street Improvement Program to provide a systematic process for street reconstruction and maintenance should be incorporated into the current street construction and maintenance efforts.

This Street Improvement Program should include the following:

- **Arterial Street Needs:** Implement a City-funded program to meet arterial street improvement needs through the year 2030. This program would support TxDOT efforts within the City as well as provide funds for arterial improvements for which the City has sole responsibility.
- **Street Reconstruction and Maintenance:** Implement a ten or fifteen year street reconstruction and maintenance program that will bring Ovilla's street system to a satisfactory level of serviceability throughout the life of the program. Implement a uniform program of maintenance and reconstruction after the fifteen years to maintain the City's street system in serviceable condition for the foreseeable future.
- **Design Standards and Access Management:** Strengthen ordinances to require adequate street widths and to assist in managing access on arterial and major collector streets during development and redevelopment.

## **Transportation Planning & Monitoring**

The relationship between land use and transportation is well documented. Development creates the desire for access to the developed area for specific activities, such as shopping, recreation, or employment. That access is provided through the transportation system. In addition, the thoroughfare system provides the basic framework for future growth in undeveloped areas of the city. An improvement or extension to the transportation system will often induce development in the improved area. The transportation planning process must continue to monitor existing and proposed future land use as well as population, employment, and socio-economic characteristics to identify current and anticipated transportation needs.



# Ovilla City Council

## AGENDA ITEM REPORT Item 7

Meeting Date: October 13, 2020

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Reviewed By: ☒ City Manager

☒ City Secretary

☒ City Attorney

☐ Accountant

☒ Other: Staff

### Attachments:

1. ROW Landscaping Beautification Agreement and exhibits

### Agenda Item / Topic:

ITEM 7. DISCUSSION/ACTION – Consideration of and action on a Landscaping Beautification Agreement by and between the City of Ovilla and Ashburne Glen Homeowners Association.

### Discussion / Justification:

Ashburne Glen's HOA President Mary Cavanaugh approached city personnel with landscaping changes to their residential entrances at Nob Hill Lane and Ashburne Glen Lane. Upon review, it was determined that the final plat to this subdivision allowed a 10x10 area in the City's rights-of way for entrance landscaping. The new landscaping has moved far beyond the 10x10 section(s) allowed.

Legal counsel drafted an agreement by and between the City and the Ashburne Glen Subdivision HOA to extend their landscaping with the understanding that it does fall within the City's ROW.

### Recommendation / Staff Comments:

Staff recommends approval.

### Sample Motion(s):

I move to approve a Landscaping Beautification Agreement by and between the City of Ovilla and Ashburne Glen Homeowners Association as presented.

## RIGHT-OF-WAY USE AND MAINTENANCE AGREEMENT

This Right-of-Way Use and Maintenance Agreement is made by and between the City of Ovilla, a Texas Type-A General Law Municipality (“the City”), and the Ashburne Glen Homeowner’s Association (the “HOA”) as of the **13** day of **October, 2020**, (the “Effective Date”) upon the terms and conditions set forth below.

### RECITALS

WHEREAS, the City is the owner of a 50-foot wide right-of-way along, over and under S. Cockrell Hill Road which intersects with Ashburne Glen Lane and Nob Hill Lane in Ovilla, Texas (the “City ROW”); and

WHEREAS the City ROW is depicted in Exhibits A and B attached hereto and incorporated herein for all purposes; and

WHEREAS, the HOA requests use of a portion of the City ROW to extend and expand the landscaping beyond the limits of the HOA’s property in order to enhance the beautification of the HOA subdivision entrance and the City ROW; and

WHEREAS, the maintenance and beautification of the City ROW by the HOA would enhance the beauty of the City and contribute to the City’s goal of economic development; and

WHEREAS, the City and the HOA desire to contract for the HOA to perform certain operations and maintenance on and with respect to portions of the City ROW as set forth herein; and

WHEREAS, the City Council finds and determines that this Agreement is in the best interests of the health, safety and welfare of the citizens of Ovilla and will assist and add to the economic development and beautification of the City.

**NOW, THEREFORE**, for and in consideration of the covenants and conditions set forth herein, the City and the HOA hereby agree as follows:

1. Incorporation of Recitals. The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

2. General Grant. Subject to the terms and conditions hereinafter set forth, City hereby grants to the HOA a revocable, non-exclusive license in, on, over and across two (2) 38 foot by 67 foot areas City ROW adjacent to the intersection of Cockrell Hill Road and Ashburne Glen Lane as illustrated in Exhibits C and D attached hereto and incorporated herein for all purposes. The City hereby further grants to the HOA a revocable, non-exclusive license in, on, over and across a 50 foot by 62 foot area of City ROW adjacent to the northeast corner of the intersection of Cockrell Hill Road and Nob Hill Lane as illustrated in Exhibit E,

## RIGHT-OF-WAY USE AND MAINTENANCE AGREEMENT

and a 100 foot by 62 foot area of City ROW adjacent to the southeast corner of the intersection of Cockrell Hill Road and Nob Hill Lane as illustrated in Exhibit F. These grants are made for the limited purpose of installing and maintain landscaping. It is understood and agreed that the grants made herein do not include any paved or traveled portion of Cockrell Hill Road. These grants are made for and in consideration of the HOA's agreement to abide by all of the terms and conditions of this Agreement. The City makes this grant solely and only to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

3. Term of Agreement. This Agreement shall continue in full force and effect for a term of five (5) years (the "Initial Term") from the date of execution hereof, unless otherwise terminated in accordance with the provisions of this Agreement. After the Initial Term, this Agreement will automatically renew annually for five (5) renewal terms of one (1) year each, unless either party provides a notice to the other of an intent not to renew at least ninety (90) days prior to the end of the Initial Term or the then current and active renewal term.

4. Representations and Obligations of HOA. The HOA represents and warrants that it shall faithfully perform and carry out the following obligations in addition to all other obligations in this Agreement:

- a. The installation and maintenance of the landscaping permitted by this Agreement shall be done in compliance with any and all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.
- b. The maintenance of landscaping will be conducted regularly and timely.
- c. All landscaping on City ROW must first be approved by the City.
- d. All landscaping will be planned, installed and maintained in order to achieve a reasonable and safe sight line and visibility triangles for vehicles and pedestrians.
- e. HOA shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with the HOA's installation, operation, maintenance or removal of the landscaping permitted under this Agreement.
- f. The HOA shall be solely responsible for all costs of installing and maintaining landscaping on HOA property and on City ROW.
- g. The HOA shall be solely responsible for hiring, paying, managing and directing its contractors; provided, however, that the City shall have the right to approve or disapprove the HOA's use of any particular contractor.
- h. The HOA will be responsible for any damage to or repair of the City ROW. Further, the HOA shall reimburse the City for all costs of replacing or repairing any property of the City or of others which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, the HOA.



## RIGHT-OF-WAY USE AND MAINTENANCE AGREEMENT

- i. The HOA will not encroach upon or otherwise extend any landscaping on, over or into any paved or traveled portion of Cockrell Hill Road.

5. Annual Fee. An annual fee for the grant of use of the City ROW is \$ **0.00**. The HOA shall pay the first annual fee to the City upon execution of this Agreement. All subsequent annual fees shall due and payable on each anniversary of the Effective Date.

6. City's Rights to City ROW. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the licensed property. Said uses of the City ROW are permitted even though such use may substantially interfere with or destroy the HOA's use of the City ROW. In case of a declared emergency, any damage to or destruction of the HOA's property shall be at no charge, cost, claim, or liability to the City, its agents, contractors, officers, or employees, including but not limited to any claim for inverse condemnation. Notwithstanding any provisions in this Agreement to the contrary, the City retains the right to enter upon the City ROW at any time without notice, and with no obligation of the City to the HOA whatsoever, to remove any landscaping whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the City ROW; (b) protecting persons or property; or (c) the public health or safety with respect to the City ROW.

7. Insurance. The HOA shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than \$1,000,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall include the City as an additional named insured. This insurance coverage shall cover all perils arising from the activities of the HOA, its officers, employees, agents, and/or contractors, relative to this Agreement, or otherwise within the City ROW or other public right-of-way. The HOA shall be responsible for any deductibles stated in the polic. The said policy shall 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.

A certificate of insurance evidencing such coverage shall be delivered to the City Secretary of the City within thirty (30) days of the effective date of this Agreement.

The HOA shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail.

## RIGHT-OF-WAY USE AND MAINTENANCE AGREEMENT

8. INDEMNIFICATION. THE HOA SHALL AT ALL TIMES INDEMNIFY, SAVE AND HOLD HARMLESS CITY AGAINST, AND PAY IN FULL, ALL LOSSES, CLAIMS, JUDGMENTS, DAMAGES, OR EXPENSES THAT CITY MAY SUSTAIN, INCUR OR BECOME LIABLE FOR, RESULTING IN ANY MANNER FROM THE HOA'S USE, MANAGEMENT OR MAINTENANCE OF THE CITY ROW, INCLUDING, BUT NOT LIMITED TO, ANY SUCH LOSSES, DAMAGES OR EXPENSES ARISING OUT OF (A) LOSS OF OR DAMAGE TO PROPERTY, (B) INJURY TO OR DEATH OF PERSONS, (C) COMMUNICABLE DISEASES, INCLUDING BUT NOT LIMITED TO COVID-19 (D) LIENS OF ANY CHARACTER, (E) TAXES OR ASSESSMENTS OF ANY KIND, AND/OR (F) ATTORNEYS FEES AND ALL COSTS OF DEFENSE INCURRED BY OR ON BEHALF OF THE CITY . **IT IS THE INTENTION OF THE PARTIES THAT CITY'S RIGHT TO INDEMNITY HEREUNDER SHALL BE VALID AND ENFORCEABLE AGAINST THE HOA REGARDLESS OF NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) ON THE PART OF CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, UNLESS SUCH INJURY IS A RESULT OF THE SOLE NEGLIGENCE OF THE CITY.**

9. Default. In the event that the HOA fails to maintain the City ROW or otherwise comply with any of the terms or conditions set forth herein, then the City shall give the HOA written notice thereof. The HOA shall have thirty (30) days from the date of such notice to take action to remedy the failure complained of, and, if the HOA does not satisfactorily remedy the same within the thirty (30) day period, the City may terminate this Agreement.

10. Termination by City. Subject to prior written notification to the HOA or its successor-in-interest, this Agreement can be terminated by the City if:

- a. Use of the City ROW becomes necessary for a public purpose;
- b. The HOA's use of the City ROW constitutes a danger to the public which the City deems not to be remediable;
- c. Despite thirty (30) days written notice to the HOA, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
- d. The HOA fails to comply with the terms and conditions of this Agreement including, but not limited to any insurance or fee requirements specified herein.

11. Assumption of Risk and Waiver. The HOA assumes any and all risk of loss, damage, disease or injury of any kind to any person or property, including without limitation, the HOA Property and the City ROW. The HOA's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on, about, under or above the City ROW, accident or fire or other casualty on the City ROW, or electrical

## RIGHT-OF-WAY USE AND MAINTENANCE AGREEMENT

discharge, and noise or vibration resulting from transit operations on or near the City ROW. The HOA, as a material part of the consideration for this Agreement, for and on behalf of itself, its employees, agents, servants, representatives, contractors, invitees and lessees, hereby waives any and all claims and demands against City for any such loss, damage, disease or injury and shall indemnify and hold harmless the City for any such claims as set forth in Section 8 above.

12. Hazardous Materials Use. The HOA covenants that it will not handle or transport Hazardous Materials on or about the City ROW. As used in this license, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any environmental law based upon, directly or indirectly, its properties or effects. As used in this preceding sentence, "environmental law" means any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to the HOA or the City ROW. Should the HOA not comply fully with the above-stated obligations, City may, in its sole discretion, terminate this Agreement by serving five (5) days' notice of termination upon the HOA. Any actual or apparent waiver by City of any breach of the HOA's obligations shall not constitute a waiver of the right to terminate this Agreement for any breach which may occur, or to enforce any other provision of this Agreement. Upon termination, the HOA shall discontinue use of the City ROW as herein provided.

13. DISPUTE RESOLUTION AND WAIVER OF JURY TRIAL. CITY AND THE HOA 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. CITY AND THE HOA HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY. CITY AND THE HOA ACKNOWLEDGE AND REPRESENT THAT THEY HAVE KNOWINGLY AND VOLUNTARILY WAIVED THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL MATTER OR DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT.

14. Successors and Assigns. All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the City and the HOA to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto.

15. Assignment. This Agreement and the license granted herein are personal to the HOA. The HOA shall not assign or transfer (whether voluntarily or involuntarily) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of City, which may be withheld



## RIGHT-OF-WAY USE AND MAINTENANCE AGREEMENT

in City's sole and absolute discretion. Any attempted act in violation of this section shall be void and without effect and give City the right to immediately terminate this Agreement.

16. Waiver of Covenants or Conditions. The waiver by City of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement or be considered as a waiver by the City of any other covenant or condition under this Agreement.

17. Amendment. This Agreement may be amended at any time by the written agreement of the City and the HOA. All amendments to this Agreement shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

18. Cessation of Use Upon Termination. Upon the termination, revocation of cessation of this Agreement in any manner provided in this Agreement, the HOA, upon demand of City and at HOA's own cost and expense, shall abandon and cease use of the City ROW. In no event shall The HOA have any claim against the City for any of the costs of repairing or maintaining the City ROW.

19. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

20. Captions. The captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

21. Governing Law and Venue. The Agreement shall be construed and enforced 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 Ellis County, Texas.

22. Entire Agreement. This Agreement and the Exhibits hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior verbal or written agreements and understandings between the parties with respect to the items set forth herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2020.

**RIGHT-OF-WAY USE AND MAINTENANCE AGREEMENT**

**CITY OF OVILLA, TEXAS**

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

ATTEST:

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

APPROVED AS TO FORM:

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

**ASHBURNE GLEN  
HOMEOWNER'S ASSOCIATION**

By: \_\_\_\_\_  
\_\_\_\_\_, President



# Ovilla City Council

## AGENDA ITEM REPORT

### Item 8

Meeting Date: October 13, 2020

Department: Administration /Water/Sewer

☒ 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 2020-13

#### Agenda Item / Topic:

**ITEM 8. DISCUSSION/ACTION** – Consideration of and action on Ordinance 2020-13 of the City Council of the City of Ovilla, TX amending Chapter 13, “Utilities” of the Ovilla Code of Ordinances by adding a new Article 13.096 “Manage of Fat, Oil and Grease” effective immediately.

#### Discussion / Justification:

Legal counsel drafted the ordinance as recommended by Mayor Dormier. The City has nothing in place that manages or regulates grease traps or compounds. It is advisable by the Texas Water Code and TCEQ to have regulations in place to protect wastewater resources.

#### Recommendation / Staff Comments:

Staff recommends approval of the presented Ordinance.

#### Sample Motion(s):

I move to approve Ordinance 2020-13 of the City Council of the City of Ovilla, TX amending Chapter 13, “Utilities” of the Ovilla Code of Ordinances by adding a new Article 13.096 “Manage of Fat, Oil and Grease” effective immediately.

**ORDINANCE NO. 2020-13**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, AMENDING CHAPTER 13, "UTILITIES" OF THE OVILLA CODE OF ORDINANCES BY ADDING A NEW ARTICLE 13.096 "MANAGEMENT OF FAT, OIL AND GREASE;" PROVIDING UNIFORM REQUIREMENTS FOR COLLECTION, HANDLING AND TRANSPORTATION OF FATS, OILS AND GREASE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PENALTIES; PROVIDING FOR INCORPORATION INTO OVILLA'S CODE OF ORDINANCES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Ovilla, Texas (the "City"), recognizes that the wastewater treatment capacity available to its residents is limited;

WHEREAS, the City further recognizes that due to natural limitations, system failures and Acts of God which may occur, the City cannot guarantee an uninterrupted wastewater treatment facility for all purposes at all times; and

WHEREAS, pursuant to the Texas Water Code and the regulations of the Texas Commission on Environmental Quality, it is advisable that the City adopt Fats, Oils, and Grease ("FOG") regulations; and

WHEREAS, the City has determined an urgent need in the best interest of the public to adopt these FOG regulations; and

WHEREAS, pursuant to Chapters 51 and 54 of the Texas Local Government Code, the City is authorized to adopt any such ordinances necessary to preserve and protect its wastewater resources; and

WHEREAS, the City Council of the City finds and determines that the regulations set forth herein are in the best interest of the public health, safety, and welfare of the citizens of Ovilla.

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

**SECTION 1. AMENDMENT OF CHAPTER 13 OF THE CODE OF  
ORDINANCES OF THE CITY OF OVILLA, TEXAS**

Chapter 13 of the Code of Ordinances of the City of Ovilla, Texas, is hereby amended by the adoption and addition of Article 13.09 to read as follows:

## **ARTICLE 13.09 MANAGEMENT OF FAT, OIL AND GREASE**

### **Sec. 13.09.01 - Definitions**

*B.O.D. (biochemical oxygen demand)* means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory conditions for five (5) days at twenty (20) degrees Celsius expressed in mg/L. The laboratory determination shall be made in accordance with the procedures set forth in 40 CFR 136. B.O.D. is described in the latest edition of *Standard Methods for the Examination of Water & Wastewater*.

*Bypass* means the intentional diversion of waste streams from any portion of an industrial user's treatment facility.

*City* means the City of Ovilla, Texas, and/or the city manager or their duly authorized representative.

*C.O.D. (chemical oxygen demand)* means the measure of oxygen consuming capacity of inorganic and organic matter present in water or wastewater. It is expressed in .mg/L as the amount of oxygen consumed from a chemical oxidant in a specific test. It does not differentiate between stable and unstable organic matter and thus does not necessarily correlate with B.O.D. C.O.D is described in the latest edition of *Standard Methods for the Examination of Water & Wastewater*.

*Fats, oils, and grease (FOG)* means organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in 40 CFR 136, as may be amended from time to time. All are sometimes referred to herein as "grease" or "greases."

*Generator* means any person who owns or operates a grease trap/grease interceptor, or whose act or process produces a grease trap waste.

*Grease trap or interceptor* means a water-tight device designed to use differences in specific gravities to separate and retain light density liquids, waterborne fats, oils, and grease prior to the wastewater entering the sanitary sewer collection system. These devices also serve to collect settleable solids, generated by and from food preparation activities, prior to the water exiting the trap and entering the sanitary sewer collection system.

*Grease trap waste* means any, fatty liquid, semiliquid, and/or solid wastes removed by a grease trap in the sanitary sewer service line of a commercial, institutional, or industrial food service or processing establishment, including the solids resulting from de-watering processes.

*Interference* means a discharge which, either alone or in conjunction with a discharge or discharges from other sources, both:

- (1) Inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and
- (2) Is the cause of a violation of any requirement of the POTW's NPDES/TPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal by the POTW in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent state or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the SWDA), the Texas Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research, and Sanctuaries Act.

*pH* means the measure of the relative acidity or alkalinity of water and is defined as the negative logarithm (base 10) of the hydrogen ion concentration.

*Polluted water* means any water, liquid or gaseous wastes containing any of the following:

- (1) Soluble or insoluble substances of organic or inorganic nature; or
- (2) Settleable solids that may form sludge deposits; or
- (3) Grease and oils; or
- (4) Floating solids that may cause unsightly appearance or color; or
- (5) Substances that would impart any taste or odor to the receiving stream; or
- (6) Toxic or poisonous substances.

*POTW (publicly owned treatment works)* means a treatment works as defined by Section 212 of the Act, (33 U.S.C. 1292). This definition includes any devices and systems used in the storage, pumping, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes lift stations, sewers, pipes and other conveyances only if they convey wastewater to a POTW treatment plant.

*Significant industrial user (SIU)* means:

- (1) Except as provided in subsection (2) the term shall mean:
  - (a) All industrial users subject to categorical standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N; and
  - (b) Any other industrial user that discharges twenty-five thousand (25,000) gallons per day or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater); contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or is designated as such by the control authority as defined in 40 CFR 403.12(a) on the basis that the industrial user has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement (in accordance with 40 CFR 403.8(f)(6)).
- (2) Upon finding that an industrial user meeting the criteria in subsection (1)(b) above has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the control authority (as defined in 40 CFR 403.12(a)) may at any time, on its own initiative or in response to a petition received from an industrial user or POTW, and in accordance with 40 CFR 403.8(f)(6), determine that such industrial user is not a significant industrial user.

*TCEQ* means the Texas Commission on Environmental Quality, and its predecessor and successor agencies.

*Transporter* means a person who is registered with and authorized by the TCEQ to transport sewage sludge, water treatment sludge, domestic septage, chemical toilet waste, grit trap waste, or grease trap waste in accordance with 30 TEXAS ADMINISTRATIVE CODE § 312.142.

*TSS* means the value of the test for Total Suspended Solids, as described in the latest edition of "Standard Methods for the Examination of Water & Wastewater."

*User* means any person who contributes, causes or permits the contribution of wastewater into the city's sewer system, including persons who contribute such wastewater from mobile sources.

### **Sec. 13.09.02 - Applicability and Prohibitions.**

- (a) This ordinance shall apply to all non-domestic users of the Publicly Owned Treatment Works (POTW).
  - (b) Grease traps or grease interceptors shall not be required for residential users.
  - (c) Facilities generating fats, oils, or greases as a result of food manufacturing, processing, preparation, or food service shall install, use, and maintain appropriate grease traps or interceptors as required in Paragraph (b) of this Section. These facilities include but are not limited to restaurants, food manufacturers, food processors, hospitals, schools, day cares, hotels and motels, prisons, nursing homes, and any other facility preparing, serving, or otherwise making any foodstuff available for consumption.
  - (d) No user may intentionally or unintentionally allow the direct or indirect discharge of any petroleum oil, non-biodegradable cutting oil, mineral oil, or any fats, oils, or greases of animal or vegetable origin into the POTW system in such amounts as to cause interference, obstruction, or blockage in the collection and treatment system, or as to cause pollutants to pass through the treatment works into the environment.
- Installation and Maintenance.

#### **Sec. 13.09.03 - Installations.**

Food processing or food service facilities that are newly proposed or constructed, or existing facilities which will be expanded or renovated to include a food service facility, where such food service facility did not previously exist, shall be required to design, install, operate and maintain a grease trap/interceptor in accordance with locally adopted plumbing codes or other applicable ordinances. Newly proposed facilities, existing facility expansions/renovations, and facility reuse proposals for facilities that formerly had food processing and have an existing grease trap must submit their grease trap/interceptor design that is in accordance with the latest adopted edition of the International Plumbing Code adopted and as amended by the City. In the case of an existing facility expansions or renovations, or facility reuse proposals, the grease trap design must be certified and sealed by a State of Texas Registered Professional Engineer. Undersized grease traps from a prior use must be replaced with an appropriately sized grease traps. All grease trap/interceptor designs shall include a sample port of adequate size to facilitate effluent sampling. Grease traps/interceptors shall be installed and inspected prior to issuance of a certificate of occupancy.

#### **Sec. 13.09.03 - Operation and Maintenance.**

- (a) Grease traps/interceptors shall remain in an efficient operating condition and at all times shall be operated and maintained in accordance with the manufacturer's recommendations and in accordance with these Model Standards, unless specified in writing



and approved by the POTW.

- (b) New generators will initially be assigned a ninety (90) day cleaning interval/schedule.
- (c) All grease trap/interceptor waste shall be properly disposed of by a State licensed hauler/transporter at a facility that is licensed to receive such wastes in accordance with federal, state, or local regulations.
- (d) Each grease trap pumped shall be fully evacuated unless the trap volume is greater than the tank capacity on the vacuum truck in which case the transporter shall arrange for additional transportation capacity so that the trap is fully evacuated within a 24-hour period, in accordance with 30 TEXAS ADMINISTRATIVE CODE § 312.143.

**Sec. 13.09.04 - Self-Cleaning.**

- (a) Grease trap self-cleaning operators must receive approval from the POTW annually prior to removing grease from their own grease trap(s) located inside a building, provided:
  - 1. The grease trap is no more than fifty (50) gallons in liquid/operating capacity;
  - 2. Proper on-site material disposal methods are implemented (e.g. absorb liquids into solid form and dispose into trash);
  - 3. The local solid waste authority allows such practices;
  - 4. Grease trap waste is placed in a leak proof, sealable container(s) located on the premises and in an area for the transporter to pump-out; and
  - 5. Detailed records on these activities are maintained in accordance with the Manifest Requirements below.
- b. Grease trap self-cleaning operators must submit a completed self-cleaning request to the POTW for approval. The written request shall include the following information:
  - 1. Business name and street address;
  - 2. Grease trap/interceptor operator name, title, and phone number;
  - 3. Description of maintenance frequency, method of disposal, method of cleaning and size (in gallons) of the grease trap/interceptor; and
  - 4. Signed statement that the operator will maintain records of waste disposal and

produce them in response to compliance inspections by City, State and Federal authorities.

(c) Self-cleaners must adhere to all the requirements; procedures and detailed record keeping outlined in their approved application, to ensure compliance with this ordinance. A maintenance log shall be kept by self-cleaning operators that indicates, at a minimum, the following information:

1. Date the grease trap/interceptor was serviced;
2. Name of the person or company servicing the grease trap/interceptor;
3. Waste disposal method used;
4. Gallons of grease removed and disposed of;
5. Waste oil added to grease trap/interceptor waste; and
6. Signature of the operator after each cleaning that certifies that all grease was removed, disposed of properly, grease trap/interceptor was thoroughly cleaned, and that all parts were replaced and in operable condition.

(d) Violations incurred by grease trap self-cleaners will be subject to enforcement action including fines as set forth in this Article and/or removal from the self-cleaner program.

#### **13.09.05 - Cleaning Schedules.**

(a) Grease traps and grease interceptors shall be cleaned as often as necessary to ensure that sediment and floating materials do not accumulate to impair the efficiency of the grease trap/interceptor; to ensure the discharge is in compliance with local discharge limits; and to ensure no visible grease is observed in discharge.

(b) Grease traps and grease interceptors subject to these standards shall be completely evacuated a minimum of every ninety (90) days, or more frequently as directed by the City when:

1. Twenty-five (25) percent or more of the wetted height of the grease trap or grease interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases; or
2. The discharge exceeds BOD, COD, TSS, FOG, pH, or other pollutant levels established by the POTW; or

3. If there is a history of either non-compliance or sewer blockages in the grease trap or downstream of the grease trap in the entities' servicing sewer lateral/sewer main; or
4. If there is evidence of grease pass through and detrimental accumulation in the entities' servicing sewer lateral/sewer main as visualized and recorded by a City still or motion sewer camera.

(c) Any person who owns or operates a grease trap/interceptor may submit to the POTW a request in writing for an exception to the ninety (90) day pumping frequency of their grease trap/interceptor. The POTW may grant an extension for required cleaning frequency on a case-by-case basis when:

1. The grease trap/interceptor owner/operator has demonstrated the specific trap/interceptor will produce an effluent, based on defensible analytical results, in consistent compliance with established local discharge limits such as BOD, TSS, FOG, or other parameters as determined by the POTW and the trap/interceptor meets the twenty-five (25) percent rule in subsection 13.09.05(c)(3) below; or
2. The facility that the grease trap serves operates intermittently and does not generate grease from cooking activities at least twenty-five (25) percent of the days in a year; and the trap/interceptor meets the twenty-five (25) percent rule in subsection 13.09.05(c)(3) below; or
3. Less than twenty-five (25) percent of the wetted height of the grease trap or grease interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases at a point in time equal to the desired/established cleaning period.

(d) A grease trap and grease interceptor shall be fully evacuated, cleaned, and inspected not less than once every 180 days unless it is operated intermittently per (4)(c)2 above, then it shall be fully evacuated, cleaned, and inspected not less than once every 365 days.

#### **Sec. 13.09.06 - Manifest Requirements.**

(a) Each pump-out of a grease trap or interceptor must be accompanied by manifests to be used for record keeping purposes. Generators may only use collection, transportation, and disposal firms that are currently licensed by the State of Texas to perform these functions; and that provide for the disposition of correctly and completely prepared manifest copies as required in paragraphs b. and c. below.

(b) Persons who generate, collect and transport grease waste shall maintain a record of each individual collection and deposit. Such records shall be in the form of a manifest. The manifest shall include:

1. Name, address, telephone, and commission registration number of the transporter;
2. Name, signature, address, and phone number of the person who generated the waste and the date collected;
3. Type and amount of waste collected or transported;
4. Name and signature(s) of responsible person(s) collecting, transporting, and disposing the waste;
5. Date and place where the waste was deposited/disposed;
6. Identification (permit or site registration number, location, and operator) of the facility where the waste was deposited/deposed;
7. Name and signature of facility on-site representative acknowledging receipt of the waste and the amount of waste received;
8. The volume of the grease waste received; and
9. A consecutive numerical tracking number to assist transporters, waste generators, and regulating authorities in tracking the volume of grease transported.

(c) Manifests shall be divided into five parts and records shall be maintained as follows.

1. One part of the manifest shall have the generator and transporter information completed and be given to the generator at the time of waste pickup.
2. The remaining four parts of the manifest shall have all required information completely filled out and signed by the appropriate party before distribution of the manifest.
3. One part of the manifest shall go to the receiving facility.
4. One part shall go to the transporter, who shall retain a copy of all manifests

showing the collection and disposition of waste.

5. One copy of the manifest shall be returned by the transporter to the person who generated the wastes within 15 days after the waste is received at the disposal or processing facility. The generator must maintain and make available the original pick-up copy and the final disposition copy for inspection by all City, State, and Federal authorities.
  6. One part of the manifest shall be provided by the transporter to the City of Ovilla within 15 days after the waste is received at the disposal or processing facility.
- (d) Copies of manifests provided or returned to the waste generator shall be retained for three years by the generator and must be made readily available for review/inspection by the City or its designee during City inspections.
- (e) While the generator may select the licensed transporter of their choice, the generator is responsible to select a transporter that can reliably complete and distribute the required manifest copies to both the generator and City. Failure of the generator to select a licensed transporter that reliably provides for disposition of manifest copies is a violation of this ordinance.

#### **Sec. 13.09.07 - City Inspections.**

- (a) Manifests. City staff or designee shall perform inspections of required transporter manifest records as part of their inspection program and will receive and file the City's manifest copy.
- (b) Grease Traps. The City or its designee may perform periodic physical inspections of grease traps.
  1. Inspections will determine, at a point in time near the end of the current cleaning frequency, if twenty-five percent (25%) or more of the wetted height of the grease trap or grease interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases. This inspection is to determine if the current cleaning frequency is sufficient or if the cleaning needs to be performed at a different frequency. This may be either more or less often than the current cleaning frequency.
  2. A copy of the City grease trap/interceptor inspection report will be discussed with, provided to, and signed for by the generator's on-duty manager or senior

representative that is present for duty at the time.

3. Facilities that exceed the twenty-five percent (25%) criteria at the time of City inspection are required by annotation on the inspection report to service their grease trap within ten (10) calendar days after the date of the inspection.
4. Facilities will be notified by mail by the City if their cleaning frequency must be changed from the current interval based on the results of the City's physical grease trap inspections.
5. Regardless of grease trap inspection observations, facilities that establish a history of generating illicit discharges, sewer backups, or sanitary sewer overflows due to grease deposition in the grease trap, floor drains, or in their servicing City sewer lateral may be required to implement grease trap cleaning more often than is currently performed.
6. City staff will maintain records of the currently required cleaning interval.
7. For the purpose of periodic cleaning, the generator is allowed a ten (10) calendar day window before and after the currently prescribed cleaning interval to complete the cleaning. In the event of an immediate cleaning being required as a result of exceeding the twenty-five percent (25%) criteria during a City inspection, the generator has ten (10) calendar days after the date of the City inspection to have the cleaning performed.

#### **Sec. 13.09.08 - Alternative Treatment.**

(a) Offense. A person commits an offense if the person introduces, causes, permits, or suffers the introduction of any surfactant, solvent or emulsifier into a grease trap. Surfactants, solvents, and emulsifiers are materials which allow the grease to pass from the trap into the collection system, and include but are not limited to enzymes, soap, diesel, kerosene, terpene, and other solvents.

(b) Defense. It is an affirmative defense to an enforcement of subsection (a) above that the use of surfactants or soaps is incidental to normal kitchen hygiene operations.

(c) Bioremediation media may be used with the POTW's approval if the generator has proved to the satisfaction of the POTW that laboratory testing which is appropriate for the type of grease trap to be used has verified that:

1. The media is a pure live bacterial product which is not inactivated by the use of domestic or commercial disinfectants and detergents, strong alkalis, acids,

and/or water temperatures of 160 degrees Fahrenheit (71 degrees Centigrade).

2. The use of the media does not reduce the buoyancy of the grease layer in the grease trap and does not increase the potential for oil and grease to be discharged to the sanitary sewer.
3. The use of the bioremediation media does not cause foaming in the sanitary sewer.
4. The BOD, COD, and TSS discharged to the sanitary sewer after use of the media does not exceed the BOD, COD, and TSS which would be discharged if the product were not being used and the grease trap was being properly maintained. pH levels must be between 5 and 11.

(d) Testing. All testing designed to satisfy the criteria set forth in Section 14-56 (g) shall be scientifically sound and statistically valid. All tests to determine oil and grease, TSS, BOD, COD, pH, and other pollutant levels shall use appropriate tests which have been approved by the Environmental Protection Agency and the Texas Commission on Environmental Quality and which are defined in Title 40, Code of Federal Regulations, Part 136 or Title 30, TEXAS ADMINISTRATIVE CODE § 319.11, as amended. Testing shall be open to inspection by the POTW, and shall meet the POTW's approval.

#### **Sec. 13.09. - Penalties.**

(a) In addition to prohibiting certain conduct by natural persons, it is the intent of this article to hold a person, corporation or other entity legally responsible for prohibited conduct performed by an agent acting for or on behalf of the individual, corporation or other entity and within the scope of their responsibility, office or employment.

(b) Any person found to be guilty of violating provisions of this article shall become liable to the City for any expense, loss, or damage occasioned by the City for reason of appropriate clean-up and proper disposal of said waste materials. Additionally, an administrative fee up to one-half (1/2) of assessed clean-up costs may be levied by the City against the guilty person, corporation or other entity.

(c) Additionally, any person, operator, or owner who shall violate any provision of this article, or who shall fail to comply with any provision hereof, shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine not to exceed two thousand dollars (\$2,000.00), and each day a violation exists shall constitute a separate punishable offense.

(d) In addition, or as an alternative, to the foregoing penalty provisions, the City is

entitled to pursue all other criminal and civil remedies, including injunctive (judicial) relief to which it is entitled under the authority of statutes and/or other ordinances and/or under applicable state and federal laws against a person continuing prohibited discharges or violating any other provision of this article.

**SECTION 2.        SAVINGS CLAUSE**

In the event that any other Ordinance of the City of Cedar Hill, Texas, heretofore enacted is found to conflict with the provisions of the Ordinance, this Ordinance shall prevail and any and all such conflicting ordinances are hereby repealed.

**SECTION 3.        SEVERANCE CLAUSE**

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

**SECTION 4.        INCORPORATION INTO THE CODE OF ORDINANCES**

The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the City of Ovilla, Texas, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

**SECTION 5.        EFFECTIVE DATE**

This ordinance shall take effect immediately upon the passage, approval and adoption by the City Council of the City of Ovilla, Texas.

**SECTION 6.        PUBLICATION**

The City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause hereof as an alternative method of publication as provided by law.

**PASSED, APPROVED and ADOPTED** by the City Council of the City of Ovilla, Texas, on this 13th day of October, 2020.

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Richard Dormier, Mayor



ATTEST:

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G Miller, City Secretary

APPROVED AS TO FORM:

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Ron G. MacFarlane, Jr., City Attorney



# Ovilla City Council

## AGENDA ITEM REPORT

### Item 9

Meeting Date: October 13, 2020

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☒ YES ☐ NO ☐ N/A

Submitted By: Staff

Reviewed By: ☒ City Manager

☒ City Secretary

☐ City Attorney

☒ Accountant

☒ Other: Staff

#### Attachments:

1. Resolution No. R2018-35 with exhibit naming Founders Park
2. Resolution No. R2020-19 with exhibit revising walking trails

#### Agenda Item / Topic:

**ITEM 9. DISCUSSION/ACTION** – Receive recommendation from the Park Board Advisory Committee to consider and act on Resolution No. R2020-19 updating Founders Park walking trails.

#### Discussion / Justification:

Staff presented the Park Board Advisory Committee with the following information.

##### BACKGROUND:

RESOLUTION No. 2018-35 named the area behind the municipal buildings on Cockrell Hill Road as Founders Park.

##### PROPOSAL:

When the new public works building was placed at their location near the police station and the new storage facility was installed at the water tower, it changed the available park area for Founders Park. (It is questionable why the water tower was included in the park area originally). Staff is presenting a revised Founders Park map with updated walking trails/boundary lines. The Park Board Advisory Committee recommends Council approval.

Staff will prepare a new resolution revising the designated park area.

#### Recommendation / Staff Comments:

Staff recommends approval.

#### Sample Motion(s):

I move to approve Resolution No. R2020-19 updating Founders Park walking trails.

**RESOLUTION NO. R2018-35**  
**CITY OF OVILLA, TEXAS**

A RESOLUTION of the City of Ovilla, Texas, for the naming of Parks, Recreational Facilities and Other Open Spaces.

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

**WHEREAS**, the City found it beneficial to establish open space behind the City Municipal Buildings for the betterment and enjoyment of Ovilla's residents with hopes to create a park area one day, and

**WHEREAS**, the City adopted the 2018 Master Park Plan for the development, operation and maintenance of parks recreational facilities and open space.

**Whereas**, the City Council of the City of Ovilla encourages the naming of new or unnamed parks, recreational facilities and other open spaces to help maintain the community's heritage; and

**WHEREAS**, the City Council further authorized the Ovilla Park Advisory Board to recommend the naming or renaming of public parks and facilities;

**WHEREAS**, the open space behind the municipal facilities has been used as a community park, yet is without an official name, and

**WHEREAS**, the Ovilla City Council received the recommendation from the Ovilla Park Advisory Board proposing the naming of the open space area behind the municipal buildings at 105 S. Cockrell Hill Road as "Founders Park", and


**WHEREAS**, the Ovilla City Council concurs that the proposed name is appropriate;

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

**Section 1.**

1. That the open space area behind the municipal buildings at 105 S. Cockrell Hill Road is hereby named "Founders Park".
2. That a map of the Founders Park is attached hereto as Exhibit A.

**RESOLVED, PASSED and APPROVED**, this 12 day of November 2018.

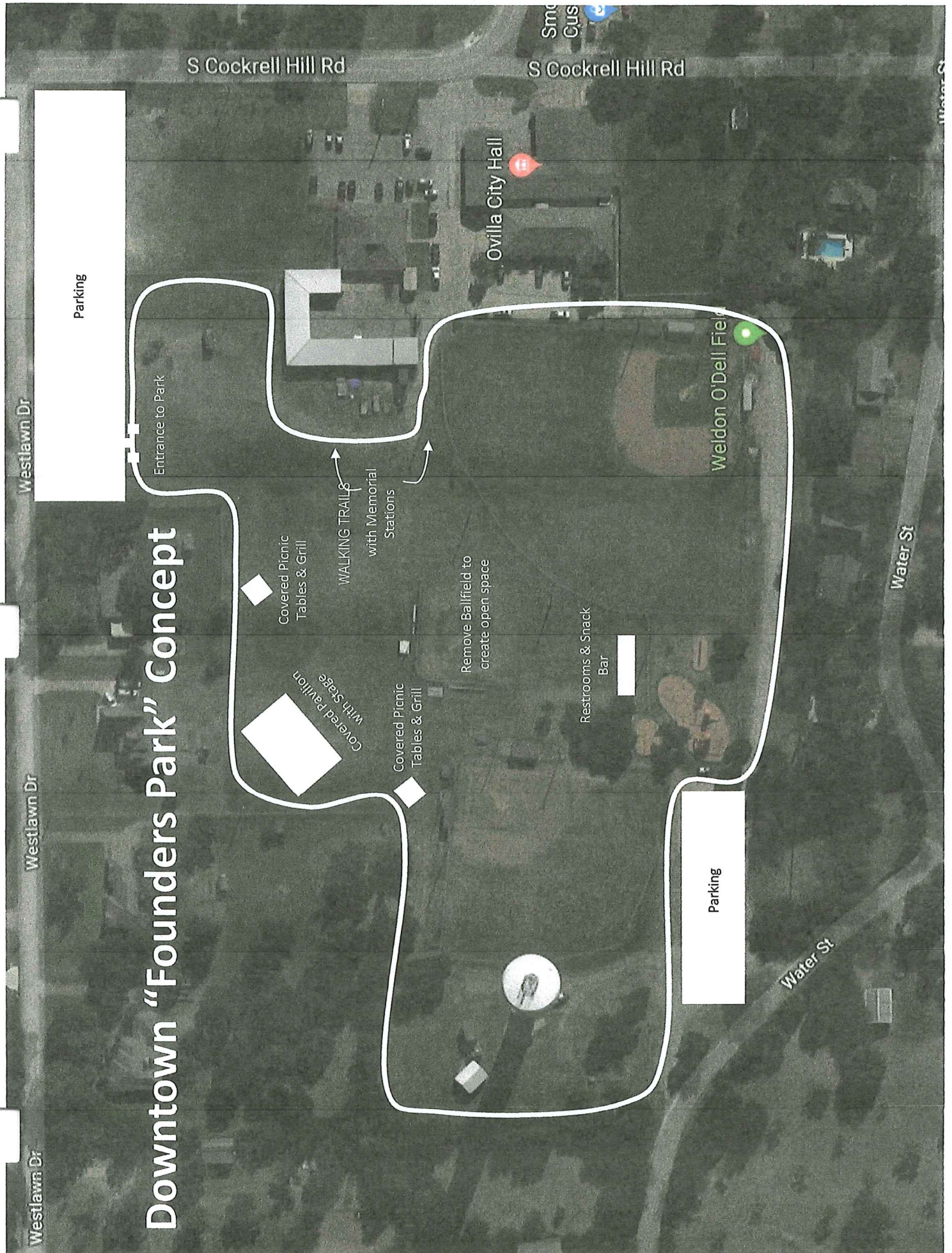
  
MAYOR Richard A. Dormier

ATTEST:

  
CITY SECRETARY Pamela Woodall







**RESOLUTION NO. R2020-19  
CITY OF OVILLA, TEXAS**

A RESOLUTION of the City of Ovilla, Texas, for the naming of Parks, Recreational Facilities and Other Open Spaces.

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

**WHEREAS**, the City found it beneficial to establish open space behind the City Municipal Buildings for the betterment and enjoyment of Ovilla's residents with hopes to create a park area one day, and

**WHEREAS**, the City adopted the 2018 Master Park Plan for the development, operation and maintenance of parks recreational facilities and open space.

**Whereas**, the City Council of the City of Ovilla encourages the naming of new or unnamed parks, recreational facilities and other open spaces to help maintain the community's heritage; and

**WHEREAS**, the City Council further authorized the Ovilla Park Advisory Board to recommend the naming or renaming of public parks and facilities;

**WHEREAS**, the open space behind the municipal facilities has been used as a community park, yet is without an official name, and

**WHEREAS**, the Ovilla City Council received the recommendation from the Ovilla Park Advisory Board proposing the naming of the open space area behind the municipal buildings at 105 S. Cockrell Hill Road as "Founders Park", and

**WHEREAS**, the Ovilla City Council approved and adopted Resolution R2018-35, naming Founders Park with a walking trails exhibit; and

**WHEREAS**, the Ovilla City Council received the recommendation from the Ovilla Park Advisory Board to revise the walking trails of Founders Park, and

**WHEREAS**, the Ovilla City Council authorizes the revised map of Founders Park walking trails, and

**WHEREAS**, the Ovilla City Council concurs that the proposed name and revised map are appropriate;

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

**Section 1.**

1. That the open space area behind the municipal buildings at 105 S. Cockrell Hill Road is hereby named "Founders Park".
2. Resolution R2018-35 w/exhibits is hereby revised with a new Resolution R2020-19 w new exhibits (walking trails).
3. That a revised map of the Founders Park walking trails is attached hereto as Exhibit A.

**RESOLVED, PASSED and APPROVED**, this 13 day of October 2020.

\_\_\_\_\_  
MAYOR Richard A. Dormier

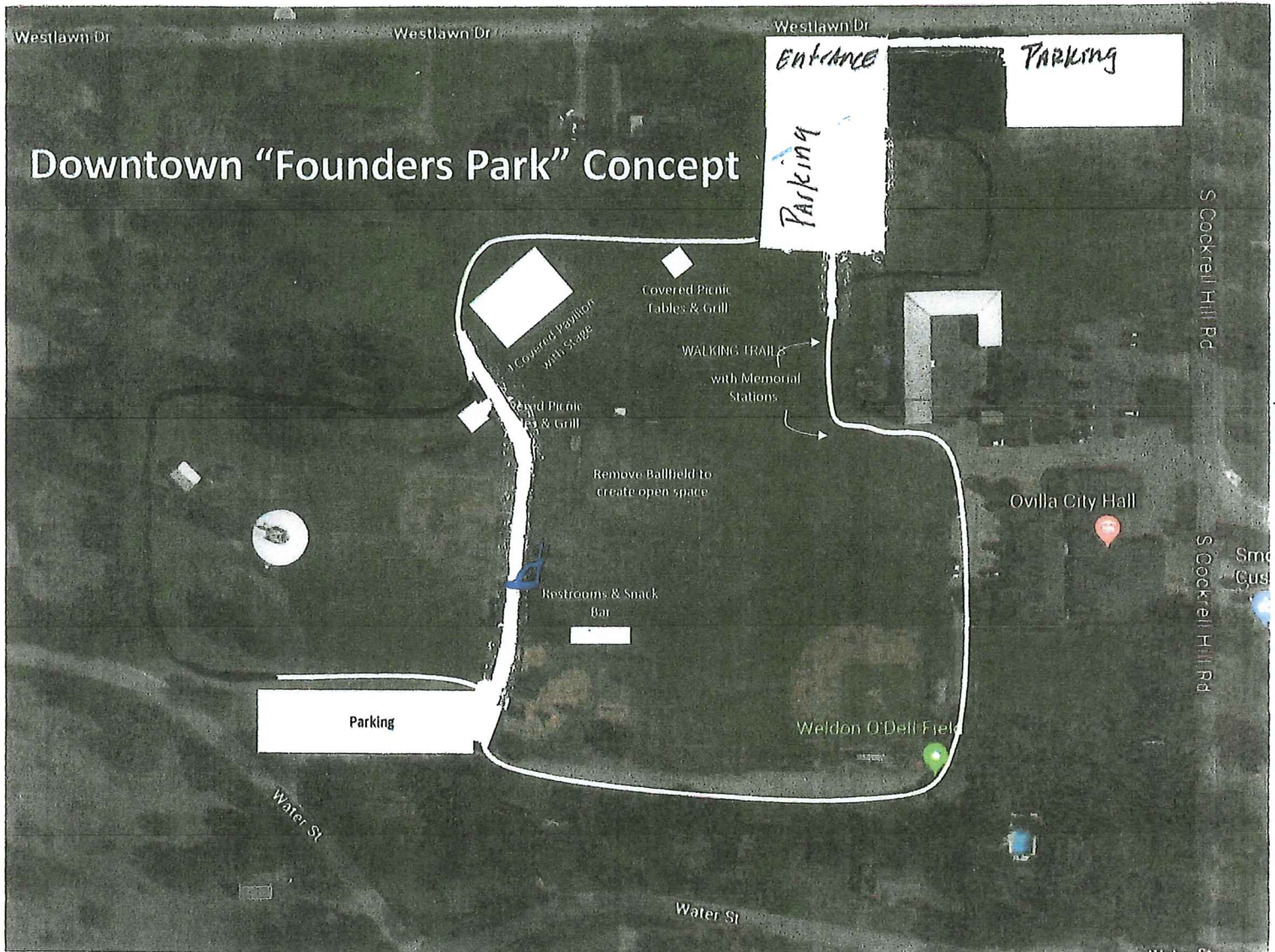
ATTEST:

\_\_\_\_\_  
CITY SECRETARY G Miller



REVISED

EXHIBIT A





# Ovilla City Council

## AGENDA ITEM REPORT

### Item 10

Meeting Date: October 13, 2020

Department: Admin / Public Works

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Reviewed By: ☒ City Manager

☒ City Secretary

☒ City Attorney

☐ Accountant

☒ Other: Staff

#### Attachments:

1. Resolution No. R2020-20
2. Athletic Field Use and Maintenance Agreement

#### Agenda Item / Topic:

**ITEM 10. DISCUSSION/ACTION** – Receive recommendation from the Park Board Advisory Committee to consider and act on Resolution No. R2020-20, an Athletic Field Use and Maintenance Agreement by and between the City of Ovilla and the Ovilla Baseball Fields Association, Inc.

#### Discussion / Justification:

The fields behind the municipal buildings have been maintained and managed by the Ovilla Baseball Fields Association for years with no agreement in place. The Ovilla Baseball Fields Association, Inc., is a non-profit organization registered with the TX Secretary of State, authorized to conduct business.

City Attorney Ron Macfarlane drafted an agreement for the continued management and maintenance of the fields behind city hall. This association has done a great job maintaining these fields, using the Association's funds for all maintenance, and at minimum cost and required time to the City. The agreement keeps the fields available for residents and other organizations.

#### Recommendation / Staff Comments:

Staff recommends approval

#### Sample Motion(s):

I move to approve Resolution No. R2020-20 authorizing the Mayor the execute an Athletic Field Use and Maintenance Agreement by and between the City of Ovilla and the Ovilla Baseball Fields Association, Inc., as presented.

RESOLUTION NO. R2020-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS,  
AUTHORIZING THE MAYOR TO EXECUTE, FOR AND ON BEHALF OF THE  
CITY OF OVILLA, TEXAS, AN ATHLETIC FIELD USE AND MAINTENANCE  
AGREEMENT BY AND BETWEEN THE CITY OF OVILLA AND THE OVILLA  
BASEBALL FIELDS ASSOCIATION, INC. FOR A TERM OF 5-YEARS.

\* \* \* \* \*

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

WHEREAS, the City of Ovilla, sees a need to keep the baseball fields behind the municipality at 105 Cockrell hill Road managed and properly maintained; and

WHEREAS, the Ovilla Baseball Fields Association, Inc., a registered non-profit organization, desires to take over the management and maintenance of the fields; and

WHEREAS, the City of Ovilla, found it beneficial to allow the Ovilla Baseball Fields Association, Inc. to manage and maintain the baseball fields behind the municipal buildings at 105 S. Cockrell Hill Road; and

WHEREAS, the City Council of the City of Ovilla received recommendation from the Park Board Advisory Committee to enter into an agreement with the Ovilla Baseball Fields, Association; and

WHEREAS, the City Council of the City of Ovilla concurs that it would benefit the residents of Ovilla and those organizations wanting to use the fields that they be properly managed and maintained.

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

Section 1.

The City Council of the City of Ovilla hereby authorizes the Mayor to execute an Athletic Field Use and Maintenance Agreement, by and between the City of Ovilla, Texas, and the Ovilla Baseball Fields Association, Inc. for management and maintenance of the baseball fields, for a 5-year year term, to commence on October 13, 2020, with the option for renewal.

Section 2.

A copy of said Contract/Agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this \_\_\_\_ day of \_\_\_\_\_ 2020.

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_

G Miller, CITY SECRETARY

Richard Dormier, MAYOR



## **ATHLETIC FIELD USE AND MAINTENANCE AGREEMENT**

This Athletic Field Use and Maintenance Agreement (herein the "Agreement"), is made by and between the CITY OF OVILLA, TEXAS, a Texas Type-A General Law Municipality (herein the "City") and the OVILLA BASEBALL FIELD ASSOCIATION, a Texas Non-Profit Corporation (herein the "Association").

### **RECITALS**

WHEREAS, the City the owner of two (2) athletic fields located at 105 S. Cockrell Hill Road, Ovilla, Texas 75154 (herein the "Fields"); and

WHEREAS, the Association desires to manage and maintain the Fields for the City in exchange for permission to use the Fields and allow use of the Fields for sporting events; and

WHEREAS, allowing the Association to take over the management and maintenance of the Fields will provide significant cost savings and less labor requirements for the City; and

WHEREAS, the City Council finds and determines that it is in the best interest of the citizens of Ovilla, Texas, to enter into this Agreement.

**NOW, THEREFORE,** in consideration of the premises, conditions and covenants contained in this Agreement, the parties hereby agree as follows:

1. Incorporation of Recitals. The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.
2. General Grant. Subject to the terms and conditions hereinafter set forth, City hereby grants to Association a revocable, non-exclusive license in, on, over and across the Fields for sporting activities. This grant is made for and in consideration of Association's agreement to make, or have made, all necessary repairs to the Fields and to manage and maintain the Fields and the features, utilities, and buildings appurtenant thereto throughout the term this Agreement.
3. Term of Agreement. This Agreement, including the license granted by herein, shall continue in full force and effect for a term of five (5) years (the "Initial Term") from the date of execution hereof, unless otherwise terminated in accordance with the provisions of this Agreement. After the Initial Term, this Agreement will automatically renew annually for five (5) renewal terms of one (1) year each, unless either party provides a notice to the other of an intent not to renew at least ninety (90) days prior to the end of the Initial Term or the then current and active renewal term.
4. Use.
  - A. Association shall use and allow use of the Fields solely for and in connection with lawful and peaceful sporting activities of the Association, its invitees and lessees and

## ATHLETIC FIELD USE AND MAINTENANCE AGREEMENT

shall not use or allow use of the Fields for any other purpose whatsoever. No change shall be made by Association in the use of the Fields without City's prior written approval.

- B. In the event that the City requests use of the Field for itself or another entity, then Association shall make all reasonable and necessary efforts and take all reasonable and necessary actions to make the Fields available on the dates and times requested by the City.

5. Liens. Association shall not permit to be placed against the Fields, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens with regard to Association's use, management or maintenance of the Property. Association agrees to hold City harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens filed against the Fields.

6. Hazardous Materials Use and Related Indemnity.

A. Use and Termination. Association covenants that it will not handle or transport Hazardous Materials on or about the Fields. As used in this license, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any environmental law based upon, directly or indirectly, its properties or effects. As used in this preceding sentence, "environmental law" means any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Association or the Fields. Should Association not comply fully with the above-stated obligations, City may, in its sole discretion, terminate this Agreement by serving five (5) days' notice of termination upon Association. Any actual or apparent waiver by City of any breach of Association's obligation shall not constitute a waiver of the right to terminate this Agreement for any breach which may occur, or to enforce any other provision of this Agreement. Upon termination, Association shall discontinue use of the Fields as herein provided.

B. INDEMNITY. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, IN CASE OF A BREACH OF THE OBLIGATIONS CONTAINED IN THIS SECTION 5, REGARDLESS OF THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF CITY, ASSOCIATION AGREES TO ASSUME LIABILITY FOR AND TO SAVE AND HOLD HARMLESS CITY FROM AND AGAINST ANY AND ALL INJURIES TO ANY PERSON, INCLUDING WRONGFUL DEATH, AND DAMAGE TO PROPERTY, INCLUDING WITHOUT LIMITATION, PROPERTY OF CITY AND/OR ASSOCIATION, AND ALL RELATED EXPENSES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, INVESTIGATORS' FEES AND LITIGATION EXPENSES, RESULTING IN WHOLE OR IN PART FROM ASSOCIATION'S FAILURE TO COMPLY WITH ANY HAZARDOUS MATERIALS STANDARDS ISSUED BY ANY

## ATHLETIC FIELD USE AND MAINTENANCE AGREEMENT

**GOVERNMENTAL AUTHORITY CONCERNING HAZARDOUS MATERIALS. ASSOCIATION AGREES TO REIMBURSE CITY FOR ALL COSTS OF ANY KIND INCURRED AS A RESULT OF ASSOCIATION'S FAILURE TO COMPLY WITH THIS SECTION 5, INCLUDING, BUT NOT LIMITED TO, FINES, PENALTIES, CLEAN-UP AND DISPOSAL COSTS, AND LEGAL COSTS INCURRED AS A RESULT OF ASSOCIATION'S HANDLING, TRANSPORTING, OR DISPOSING OF HAZARDOUS MATERIALS ON THE FIELDS AND PROPERTY OF CITY.**

7. Repair and Maintenance. Association shall, at its own cost and subject to the approval of City or its designee, repair and maintain the Fields during the term of the license granted herein. If, at any time, Association shall, in the judgment of City, fail to perform properly its obligations under this section, City may, at its option, terminate this Agreement upon five (5) days' notice to Association.

8. Management. Association shall manage the Fields for the City including the scheduling of all users and sporting events, accessing and scheduling all repair and maintenance services, and such other management responsibilities as may be required and/or assigned from time to time by the City. Association may charge fees for the use of the Fields by third-parties as further compensation for its agreement to manage, repair and maintain the Fields.

9. Standards. Association shall comply with all statutes, ordinances, rules, regulations, orders and decisions (hereinafter referred to as "Standards"), issued by any federal, state or local governmental body or agency established thereby relating to Associations use, management, repair and/or maintenance of the Fields. In its use of the Fields, and in allowing other use of the Fields, Association shall at all times be in full compliance with all Standards, present or future, set by any agency, including, but not limited to, Standards concerning air quality, water quality, noise, and Hazardous Materials. In the event Association fails to be in full compliance with Standards set by any agency, City may, but shall not be obligated to, after giving notice of the failure to Association, and if Association within fifteen (15) days of such notice fails to take actions to correct such non-compliance and does not actually correct the non-compliance within 30 days of taking action, take whatever action City determines in its sole discretion to be necessary to protect the Fields. Association shall reimburse City for all costs (including but not limited to, consulting, engineering, clean-up and disposal, and legal costs) incurred by the City as a result of Association's failure to comply with such Standards, and also such costs incurred by City in abating a violation of such Standards, protecting against a threatened violation of such Standards, defending any claim of violation of such Standards in any proceeding before any agency or court, and paying any fines or penalties imposed for such violations. **ASSOCIATION SHALL, TO THE EXTENT PERMITTED BY LAW, ASSUME LIABILITY FOR AND SHALL SAVE AND HOLD HARMLESS THE CITY FROM ANY CLAIM OF A VIOLATION OF THE STANDARDS REGARDLESS OF THE NATURE THEREOF OR THE AGENCY OR PERSON ASSERTING SUCH CLAIM, WHICH RESULTS FROM ASSOCIATIONS USE OF LICENSED PROPERTY, WHETHER SUCH CLAIM ARISES IN WHOLE OR IN PART FROM THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF CITY OR OTHERWISE.**

## **ATHLETIC FIELD USE AND MAINTENANCE AGREEMENT**

10. **Tests and Inspections.** City shall have the right at any time to inspect the Fields so as to monitor compliance with this Agreement. If, in City's sole judgment, any installation on, or use or condition of the Fields may have an adverse effect on City, its Fields or adjacent property (whether or not owned by City), City shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the Fields, as it determines to be necessary or useful to evaluate the condition of the Fields. Association shall pay or reimburse City, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter within thirty (30) days of a request for payment.

11. **Insurance.** Association 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:

- A. Commercial General Liability insurance policy with combined single limits of not less than \$1,000,000.00;
- B. Contractual Liability insurance underwriting the indemnification, hold harmless and insurance provisions of this Agreement with combined single limits of not less than \$1,000,000.00;
- C. Worker's Compensation insurance in the amounts required by applicable laws of the State of Texas.

Association further agrees to name the City as an additional insured on the Commercial General Liability and Contractual Liability policies. Such insurance shall 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.

12. **INDEMNITY.** ASSOCIATION SHALL AT ALL TIMES INDEMNIFY, SAVE AND HOLD HARMLESS CITY AGAINST AND PAY IN FULL ALL LOSSES, CLAIMS, JUDGMENTS, DAMAGES, OR EXPENSES THAT CITY MAY SUSTAIN, INCUR OR BECOME LIABLE FOR, RESULTING IN ANY MANNER FROM THE ASSOCIATION'S USE, LEASE, MANAGEMENT, MAINTENANCE OR REPAIR OF THE FIELDS, INCLUDING, BUT NOT LIMITED TO, ANY SUCH LOSSES, DAMAGES OR EXPENSES ARISING OUT OF (A) LOSS OF OR DAMAGE TO PROPERTY, (B) INJURY TO OR DEATH OF PERSONS, (C) COMMUNICABLE DISEASES, INCLUDING BUT NOT LIMITED TO COVID-19 (D) LIENS OF ANY CHARACTER, OR (E) TAXES OR ASSESSMENTS OF ANY KIND. **IT IS THE INTENTION OF THE PARTIES THAT CITY'S RIGHT TO INDEMNITY HEREUNDER SHALL BE VALID AND ENFORCEABLE AGAINST ASSOCIATION REGARDLESS OF NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) ON THE PART OF CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, UNLESS SUCH INJURY IS A RESULT OF THE**

## ATHLETIC FIELD USE AND MAINTENANCE AGREEMENT

### **SOLE NEGLIGENCE OF THE CITY.**

13. Assumption of Risk and Waiver. Association assumes any and all risk of loss, damage, disease or injury of any kind to any person or property, including without limitation, the Fields subject to this Agreement. Association's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on or about the Fields, accident or fire or other casualty on the Licensed Property, or electrical discharge, and noise or vibration resulting from transit operations on or near the Fields, and the effects of or infections from any disease including, but not limited to COVID-19. Association, as a material part of the consideration for this Agreement, for and on behalf of itself, its employees, agents, servants, representatives, contractors, invitees and lessees, hereby waives any and all claims and demands against City for any such loss, damage, disease or injury and shall indemnify and hold harmless the City for any such claims as set forth in Section 11 above.

14. DISPUTE RESOLUTION AND WAIVER OF JURY TRIAL. CITY AND ASSOCIATION 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. CITY AND ASSOCIATION HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY. CITY AND ASSOCIATION ACKNOWLEDGE AND REPRESENT THAT THEY HAVE KNOWINGLY AND VOLUNTARILY WAIVED THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL MATTER OR DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT.

15. Successors and Assigns. All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the City and Association to the same extent and effect as the same are binding upon and insure to the benefit of the parties hereto.

16. Assignment. This Agreement and the license granted herein are personal to the Association. Association shall not assign or transfer (whether voluntarily or involuntarily) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of City, which may be withheld in City's sole and absolute discretion. Any attempted act in violation of this section shall be void and without effect and give City the right to immediately terminate this Agreement.

17. Waiver of Covenants or Conditions. The waiver by City of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement or be considered as a waiver by the City of any other covenant or condition under this Agreement.

18. Amendment. This Agreement may be amended at any time by the written agreement of City and Association. All amendments to this Agreement shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and

## ATHLETIC FIELD USE AND MAINTENANCE AGREEMENT

executed by the parties hereto.

19. Revocable License and Termination. The license granted by this Agreement is revocable and may be terminated by City if Association breaches any provision of this Agreement and such breach is not cured within 60 days of notice from City.

20. Cessation of Use Upon Termination. Upon the termination, revocation of cessation of this Agreement in any manner provided in this Agreement, Association, upon demand of City and at Association's own cost and expense, shall abandon and cease use of the Fields. In no event shall Association have any claim against the City for any of the costs of repairing or maintaining the Fields.

21. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

22. Captions. The captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

23. Governing Law and Venue. The Agreement shall be construed and enforced 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 Ellis County, Texas.

24. Entire Agreement. This Agreement and the Exhibits hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior verbal or written agreements and understandings between the parties with respect to the items set forth herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 13 day of October, 2020.

**CITY OF OVILLA, TEXAS**

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

ATTEST:

\_\_\_\_\_  
G Miller, City Secretary







# Ovilla City Council

## AGENDA ITEM REPORT

### Item 11

Meeting Date: October 13, 2020

Department: 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. Option 2 handouts.

#### Agenda Item / Topic:

**ITEM 11 DISCUSSION/ACTION** – Receive recommendation from the Ovilla Park Board Advisory Committee to consider and act on the Annual Christmas Tree Lighting event for 2020.

#### Discussion / Justification:

Resolution No. R2018-36 designates the time and date for the annual Christmas Tree Lighting to be the first Saturday of the month in December at 6:00 PM. However, Council chose to hold the annual event last year on the first Thursday in December, which is what the City had practiced in years past. There was no update to the resolution. Staff is agreeable as is the Park Board Advisory Committee to hold it on either Thursday or Saturday.

For the safety of our residents and staff we have a few ideas that might encourage residents to come and not feel concerned. Those that have reservations won't attend anyway.

Mike Dooly has agreed to take on the Santa role for either option this year.

#### Option 1

The Park board suggested Santa would sit in the gazebo and wave at the children, allow them to walk through the gazebo area and take a pre-packaged goodie bag. Additionally, a Santa mailbox could be there for children to drop their "Santa wish list" in the box. Chair Treadaway advised he would take on the assignment of providing music for the event. It is doubtful refreshments will be available or even desired by attendees. The Service League was questionable if anyone felt comfortable with that.

#### Option 2

Chief Windham also shared an idea that the Park Board Advisory Committee liked but really wished to keep the event at Heritage Park. The Committee suggested that maybe conduct this option at another time. The route scenario would take more planning and money.

1. Drive through Santa at the PD and hand out individual goodie bags – or
2. Route cars through the park, behind the fire station, passing carolers and a decorated area with lights.

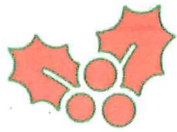
#### Recommendation / Staff Comments:

Staff is agreeable with either option.

#### Sample Motion(s):

I move to hold the Annual Christmas Tree Lighting on \_\_\_\_ date \_\_\_\_ ... options?





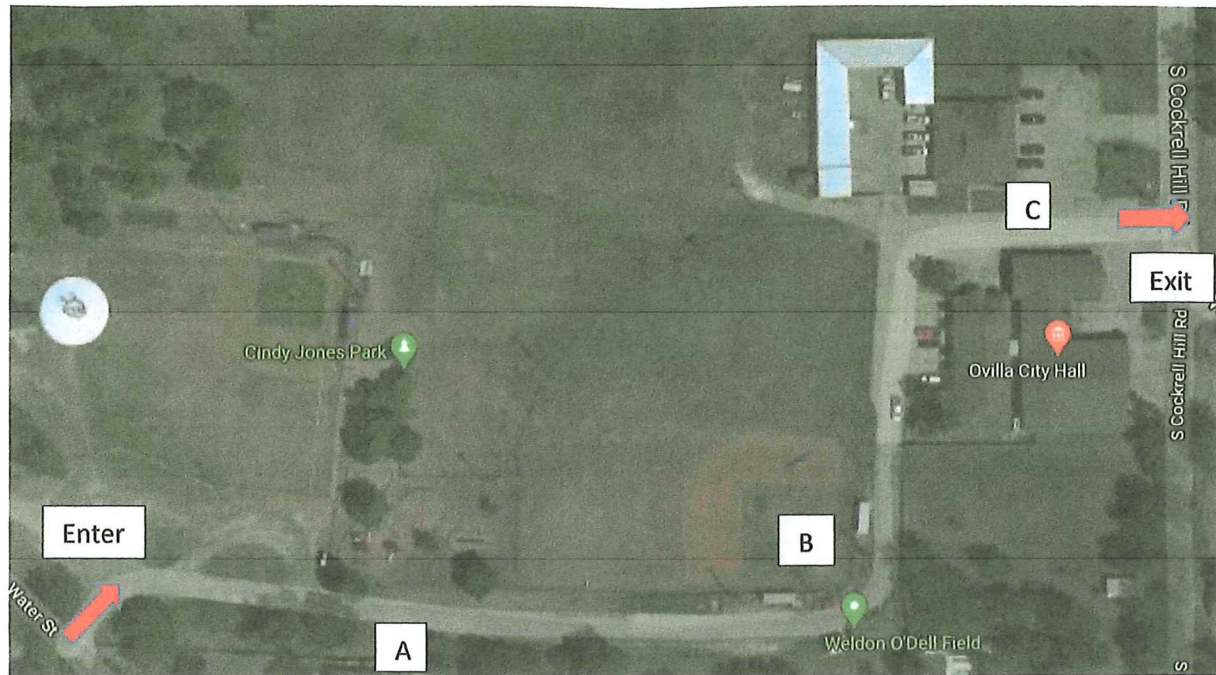
## Christmas in Ovilla

During the pandemic, we have learned to think outside the box to enhance services for our residents. Christmas and the Holiday Season should be no different. I would like to offer an opportunity to enhance our Ovilla Christmas celebration with a different perspective on meeting Santa. I have heard stories about malls and the like cancelling Santa visits due to the pandemic. Perhaps, this is an opportunity to pick up where they have left off. Included in this proposal is a diagram of my thoughts. At the core, it is simply providing an opportunity for the public to bring their children for a drive thru car side visit with Santa. We could easily route traffic through the Cindy Jones park, behind the fire department and out through the main entrance of city hall. With electricity present at the park, public works could string some lights in the trees, and even fabricate a drive under arbor/tunnel for effect. In the area of the curve between the dugouts, a prepackaged candy station could be placed where volunteers could hand small bags of Christmas candy to the children exercising proper Covid protocols. As the cars round the turn next to fire administration a Santa area would be established so the children could take a moment to explain to Santa, from a proper social distance, their desires for Christmas. A photographer could be placed to snap pictures to memorialize the event. I have already been in contact with a photographer who has committed to the event, should it happen. I envision this as a three-evening event. As I mentioned earlier, I am not proposing a big cost to the city but would be willing to fund Santa myself and purchase a supply of candy. I would ask for some assistance from public works to help with lighting and decoration placement.

As I stated earlier, this is by no means meant as a replacement for the Christmas Tree Lighting that takes place annually but as an enhancement. I will gladly proceed in any direction the city deems appropriate.

Sincerely

Brian Windham  
Chief of Police



A=Tree lights and lights/decorations along path



B=Candy station



C=Santa with car side pictures





# Ovilla City Council

## AGENDA ITEM REPORT

### Item 12

Meeting Date: October 13, 2020

Department: Administration

☒ Discussion ☐ Action

Budgeted Expense: ☐ YES ☒ NO ☐ N/A

Submitted By: Staff

Reviewed By: ☒ City Manager

☒ City Secretary

☐ City Attorney

☒ Accountant

☒ Other: Staff

#### Attachments:

1. Safe solutions to reopen
2. Plexiglass Barriers – size and pricing.

#### Agenda Item / Topic:

ITEM 12. DISCUSSION – Discuss and review staff's plans for the reopening of the city facilities.

#### Discussion / Justification:

Since March 2020, the city facilities including the police department are closed for public entry. Staff, however, continues to service our customers with alternative methods:

1. Using the night deposit drop box for multiple needs
2. On-line services
3. Scheduled appointments in the Council Chamber Room.

Due to the small and limited size of the city lobby and the police department lobby, it has been safer to remain closed, while some of our neighboring cities with larger facilities have started opening their lobbies with limited customers and by appointment only.

We believe we can do the same with strict monitoring and continued distancing.

Fire and Police Department staff has helped with marking the Chamber Room in order to see just how much room there needs to be in order to have open meetings. City Staff may have to Zoom in to the City Council meetings, etc. to make room for any citizens that may want to attend and social distance. There will need to be barriers for the safety of the Councilmembers in order to sit at the dais together.

#### Recommendation / Staff Comments:

N/A

#### Sample Motion(s):

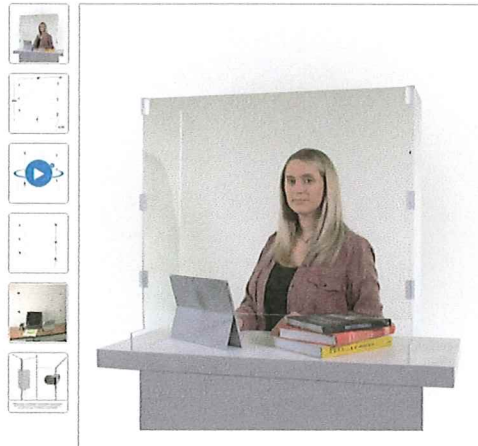
N/A



There are several varieties of premade plexglass barriers that are available for a variety of prices. In addition there are less expensive varieties on the market but they do appear to be cheaper made and of less quality. Below are some examples of the most common.

[https://www.shoppopdisplays.com/12848/portable-clear-acrylic-u-shape-barrier-shield-ships-flat-28h-x-304w-x-12d.html?gclid=EALaIQobChMlv6urilWj7AIVDEWGCh0nywgXEAQYBCABEgJk6fD\\_BwE](https://www.shoppopdisplays.com/12848/portable-clear-acrylic-u-shape-barrier-shield-ships-flat-28h-x-304w-x-12d.html?gclid=EALaIQobChMlv6urilWj7AIVDEWGCh0nywgXEAQYBCABEgJk6fD_BwE)

Home > Sneeze Guards | Plexiglass Shields | Retail Barriers > Portable Clear Acrylic U Shape Barrier Shield Ships Flat - 28"H x 30.4"W x 12"D



Code: 12848

★★★★★ (20) [Read Reviews](#) ▾

Portable Clear Acrylic U Shape Barrier Shield Ships Flat - 28"H x 30.4"W x 12"D

QTY

Quantity	Price Each
1 - 4	\$164.61
5 - 19	\$156.38
20 - 49	\$148.15
50 - 99	\$139.92
100 - 249	\$136.63
250 - 499	\$131.69
500+	\$123.46

Add to Cart

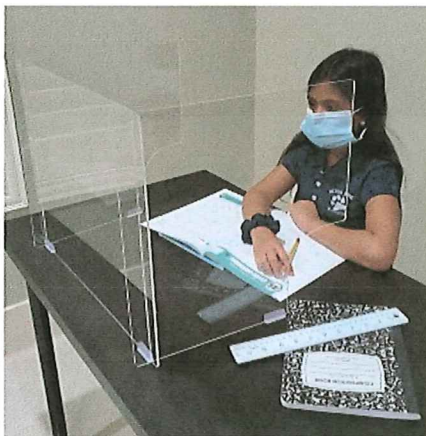
Contact to Customize

*In Stock. Ships in 1 to 2 business days. Non-returnable.*

[https://www.ccpdisplays.com/Economy-School-Desk-Divider-16-H-x-20-W-x-16-D-Polycarb\\_p\\_1481.html](https://www.ccpdisplays.com/Economy-School-Desk-Divider-16-H-x-20-W-x-16-D-Polycarb_p_1481.html)

## ECONOMY SCHOOL DESK DIVIDER 16" H X 20" W X 16" D POLYCARB

Part Number: SP311620P



Economy School Desk Divider 16' H x 20' W x 16' D Polycarb



### Quantity Pricing

Quantity	Price
1	\$95.00
2 - 10	\$79.99
11 - 50	\$79.00
51 - 100	\$76.00
101 - 500	\$73.50
501 - 1000	\$71.50
1001+	\$69.99



Sign Up to see what your friends like.

**Your Price: \$95.00**

ADD TO CART &gt;

<https://www.abcequipmentstore.com/product-page/plexiglass-shield-for-desk>



This portable folding plexiglass desk shield sneeze guard is perfect for use in offices, schools, classrooms, student desks, and more. The folding acrylic sneeze guard shield functions as a clear portable barrier and partition that is as easy to use in an office, lunch table, school classroom, or anywhere else where portable protection is desired.

## Plexiglass Shield for Desk | Plexiglass Desk Shield

~~\$120.00~~ \$79.99

Quantity

1

Add to Cart

### Dimensions

- Middle Panel: 22"h x 20"w
- Side Panels: 22"h x 20"w x 16" lower base







# Ovilla City Council

## AGENDA ITEM REPORT

### Item 13

Meeting Date: October 13, 2020

Department: Admin / Public Works

☒ 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 2020-14

#### Agenda Item / Topic:

**ITEM 13. DISCUSSION/ACTION** - Consideration of and action on Ordinance 2020-14 of the City of Ovilla, Texas, amending sheets 15 and 22 of the City of Ovilla Standard Construction Details adopted by Ordinance 2016-18 and codified as Chapter 3, Article 3.01, Section 3.01.05 of the Code of Ordinances of the City of Ovilla, Texas; authorizing and directing the posting and publication for the amended sheets to the City's website; providing a savings clause; providing a severance clause; providing an effective date; and providing for publication.

#### Discussion / Justification:

The Public Works Director and his staff has determined that certain sections in the Standard Construction Details need revision. The drawings are ok, just the language.

The last Standard Construction Details document was approved by Council with Ordinance 2016-18, September 12, 2016. This ordinance will not replace the entire document, only the listed revisions.

Necessary revisions:

1. Sheet STD-14 REVISE: The standards call for a copper service line and cast iron meter box... **Change that to a 1" blue poly service line and a plastic residential 173/4x11 (dfw37c).**
2. Sheet STD-14 ADD: Commercial meter boxes should be 55A25 traffic rated.
3. Sheet SDT-21 REVISE: The standards currently calls for cast iron cleanout assembly. **Change that to a schedule 40 pvc material.**
4. Sheet STD-14 REVISE: All tapping saddles from 3/4" to be pipe diameter x 1"
5. Sheet STD-14 ADD: All tapping saddles must be double-band stainless steel.
6. All meters will be of the city's selection.

#### Recommendation / Staff Comments:

Staff recommends approval of Ordinance 2020-14

#### Sample Motion(s):

I move to approve Ordinance 2020-14.....

## ORDINANCE NO. 2020-14

AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, AMENDING SHEETS 15 AND 22 OF THE CITY OF OVILLA STANDARD CONSTRUCTION DETAILS ADOPTED BY ORDINANCE NO. 2016-18 AND CODIFIED AS CHAPTER 3, ARTICLE 3.01, SECTION 3.01.05 OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA, TEXAS; AUTHORIZING AND DIRECTING THE POSTING AND PUBLICATION OF THE AMENDED SHEETS TO THE CITY'S WEBSITE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERANCE CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Ovilla, Texas, adopted its Standard Construction Details dated on September 12, 2016 by passage and approval of Ordinance No. 2016-18; and

WHEREAS, the 2016 Standard Construction Details provide standard construction design details relative to, among other things, paving, drainage, water, sewer, screening walls and erosion control, to ensure proper development within the City of Ovilla and its extra-territorial jurisdiction; and

WHEREAS, the 2016 Standard Construction Details are posted, published and available to the public on the City of Ovilla website; and

WHEREAS, as a part of the City's continuing review of its Code of Ordinances, City staff has recommended changes to some of the specifications set forth in pages 15 and 22 of the 2016 Standard Construction Details; and

WHEREAS, based on the said recommendations, the City Council finds and determines that it is in the best interest of the health, safety and welfare of the citizens of the City of Ovilla to amend the 2016 Standard Construction Details as set forth herein and attached hereto.

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

SECTION 1. AMENDMENT OF SHEETS 15 AND 22 OF THE CITY OF OVILLA STANDARD CONSTRUCTION DETAILS

The City Council of the City of Ovilla hereby amends sheets 15 and 22 of the City of Ovilla Standard Construction Details dated September 2016 as set forth in Exhibit A attached hereto and incorporated herein for all purposes.

SECTION 2. POSTING AND PUBLICATION TO CITY WEBSITE

The City Manager is hereby authorized and directed to post and publish, or cause to be posted and published a copy of this Ordinance and Exhibit A to the City's website.

SECTION 3. SAVINGS CLAUSE

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



**ORDINANCE NO. 2020-14**

**SECTION 4.            SEVERANCE CLAUSE**

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

**SECTION 5.            EFFECTIVE DATE**

Because of the nature of interest and safeguard sought to be protected by this Ordinance and in the interest of the citizens of the City of Ovilla, Texas, this Ordinance shall take effect immediately after passage, approval and publication, as required by law.

**SECTION 6.            PUBLICATION**

The City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause hereof as an alternative method of publication provided by law.

**PASSED, APPROVED and ADOPTED** by the City Council of Ovilla, Texas on this the \_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Richard Dormier, Mayor

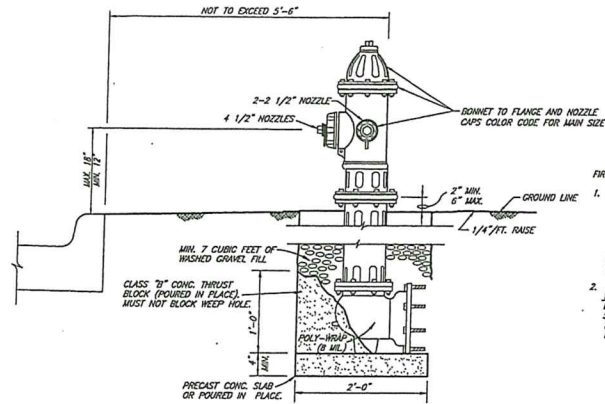
**ATTEST:**

\_\_\_\_\_  
Pamela Woodall, City Secretary

**APPROVED AS TO FORM:**

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

# EXHIBIT A

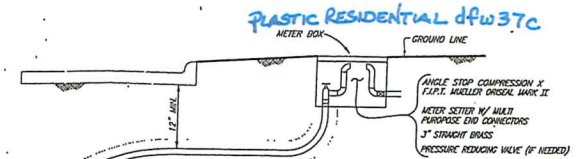
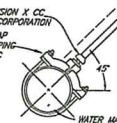


## FIRE HYDRANT NOTES:

1. IN GENERAL, ALL FIRE HYDRANTS SHALL CONFORM TO AWWA STANDARDS SPECIFICATIONS FOR FIRE HYDRANTS FOR ORDINARY WATER WORKING SERVICE FOR WATER AND SANITARY SEWER IMPROVEMENTS. FIRE HYDRANTS SHALL HAVE A 5-1/4" MINIMUM VALVE OPENING AND WITH A BARRIS APPROXIMATELY 7" INSIDE DIAMETER. ALL HYDRANTS SHALL BE EQUIPPED WITH A BREAKAWAY FLANGE. ALL HYDRANTS SHALL BE APPROVED BY THE CITY.
2. ROCKET COLOR  
WATER MAIN CAP  
LESS THAN 500 G.P.M.  
500-899 G.P.M.  
1,000-1,499 G.P.M.  
1,500 & GREATER G.P.M.

DEVELOPER WILL PURCHASE METERS FROM CITY.  
DEVELOPER WILL REPLACE ANY DAMAGED METER.

STAINLESS STEEL

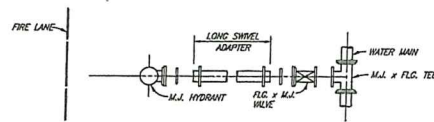


## SERVICE CONNECTION NOTES:

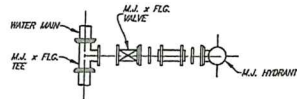
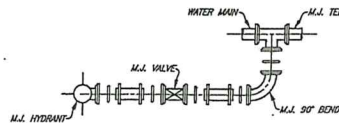
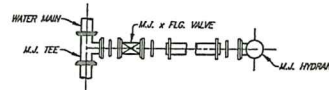
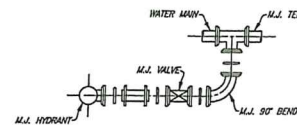
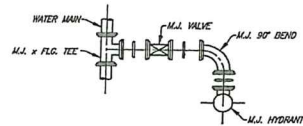
1. ALL METER BOXES SHALL BE BASS & HITS #14 GALVANIZED BOX OR EQUAL.
2. DOUBLE STRAP BRONZE TAPPING SADDLE (0.1-1/4" C.C. THROUST) REQUIRED FOR CONNECTION.
3. WARELLER BRASS, FORD BRASS, OR AS APPROVED BY THE CITY.
4. WATER SERVICES SHALL NOT BE CONNECTED TO FIRE HYDRANT LINES.
5. EXEMPTION FOR SERVICE LINE SHALL BE 6" ALL AROUND OF NATURAL CORREL. NCTCOG REV 2.1.8 (6).

## TYPICAL SERVICE CONNECTION WITH METER BOX

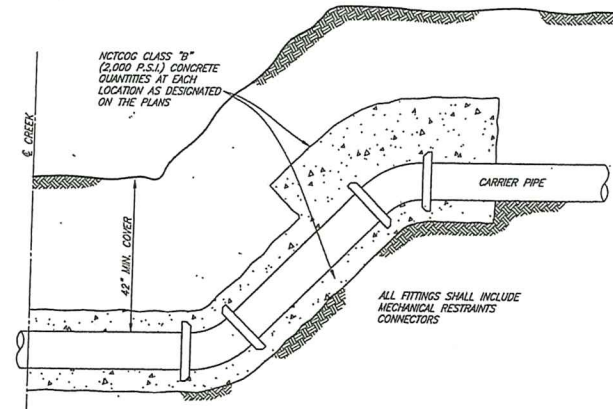
- \* COMMERCIAL METER BOX 55A25 TRAFFIC RATED
- \* ALL METERS WILL BE OF THE CITY'S SELECTION



TYPICAL FIRE HYDRANT INSTALLATION



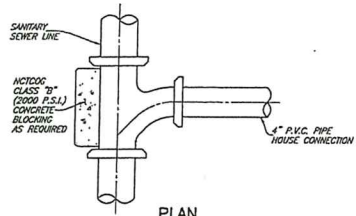
TYPICAL FIRE HYDRANT INSTALLATION PLANS



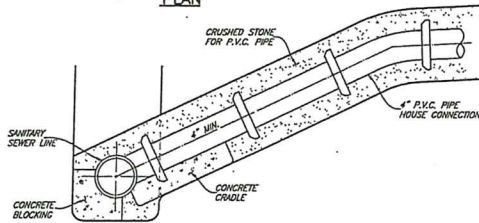
HALF-SECTION TYPICAL CREEK CROSSING

NO.	REVISION	BY	DATE
CITY OF OVILLA, TEXAS			
STANDARD CONSTRUCTION DETAILS			
WATER			
DATE:	SEPTEMBER 2015	SHEET	SD-15

# EXHIBIT A



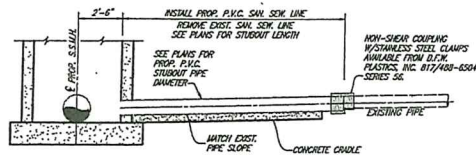
PLAN



SECTION

## TYPICAL SEWER HOUSE SERVICE CONNECTION

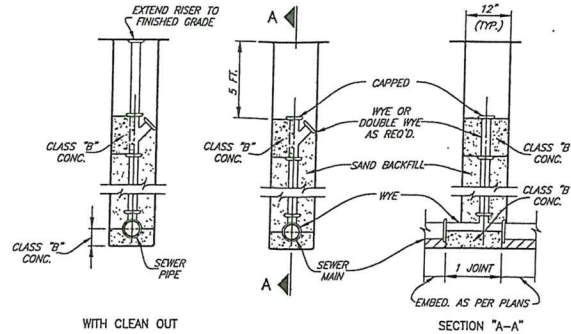
SANITARY SEWER CLEANOUT BOOTS SHALL BE BASS & HAYS # 339 OR APPROVED EQUAL.



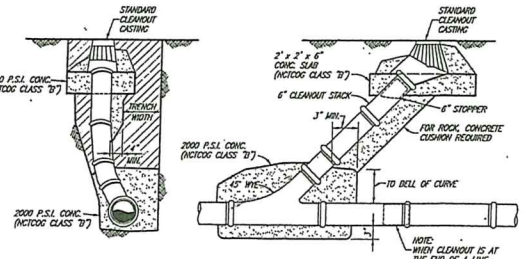
TYPICAL STUBOUT CONNECTION

NO SCALE

NOTE:  
MATCH SIZES UPSTREAM OF MANHOLE  
MATCH FLOW LINES DOWNSTREAM OF MANHOLE

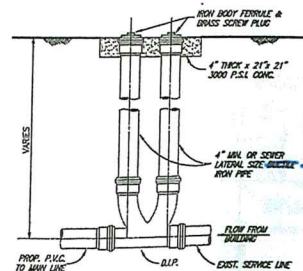


DEEP CUT CLEANOUT  
GREATER THAN 10 FEET



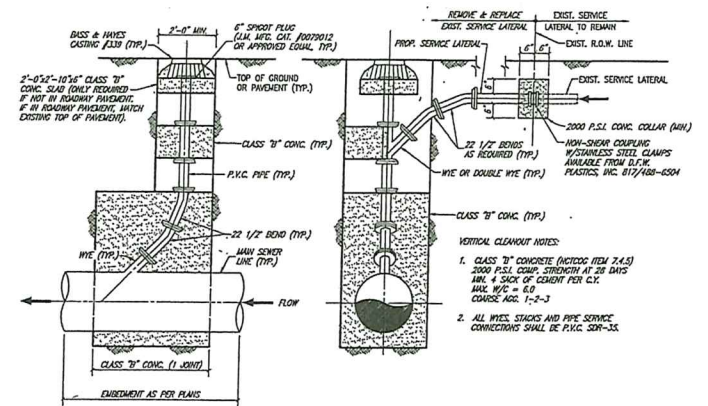
STANDARD CLEANOUT

NO SCALE



TYPICAL TWO WAY CLEANOUT

NO SCALE



VERTICAL CLEANOUT CONNECTION

(CONNECTION, WYE, CONCRETE, BENDS, CASTING, ETC. ALL SUBORDINARY TO CLEANOUT)

- VERTICAL CLEANOUT NOTES:
1. CLASS "B" CONCRETE (NICTD ITEM 2.4.5)  
3000 P.S.I. CONCRETE (NICTD ITEM 2.4.5)  
MIN. 4 SACKS OF CEMENT PER C.Y.  
MAX. W/C = 0.6  
GRADE AGG. 1-3-3
  2. ALL WYES, STACKS AND PIPE SERVICE CONNECTIONS SHALL BE P.V.C. SDR-35.

NO.	REVISION	BY	DATE
CITY OF OVILLA, TEXAS			
STANDARD CONSTRUCTION DETAILS			
SANITARY SEWER			
DATE:	SEPTEMBER 2016	SHEET	SD-22



# Ovilla City Council

## AGENDA ITEM REPORT

Item 14 – Item(s) pulled from consent agenda

Meeting Date: October 13, 2020

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted by: Staff

Amount: N/A

<b>Attachments:</b>
None
<b>Agenda Item / Topic:</b>
ITEM 14. <i>DISCUSSION/ACTION</i> – Consideration of any item(s) pulled from the Consent Agenda for individual consideration and action.
<b>Discussion / Justification:</b>
All consent items are attached for Council consideration. Any items pulled from the Consent agenda will be reviewed under this item.
<b>Recommendation / Staff Comments:</b>
Staff recommends approval.
<b>Sample Motion(s):</b>
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	September 2020	September 2020 YTD	September 2019	September 2019 YTD
Accident	4	40	3	57
Alarms	8	112	14	155
Arrest	2	34	3	57
Assault/Assualt FV	5	14	0	9
Assists	81	681	87	770
Building / House Security Check	642	6320	808	6247
Burglary	0	2	2	2
Burglary of Motor Vehicle	0	1	0	2
Criminal Mischief	0	6	0	3
Disturbance	13	113	4	90
Neighborhood Check	1107	9985	1108	10699
Other Calls for Service	72	727	95	824
Suspicious Person	11	59	3	55
Suspicious Vehicle	18	173	11	124
Theft	2	10	2	10
Traffic Assignment/School Enforcement	59	287	26	178
<b>TOTAL CALLS FOR SERVICE</b>	<b>2024</b>	<b>18564</b>	<b>2166</b>	<b>19282</b>

Volunteer and Reserve Officer Hours		97	20	156.5
Average Response Time (Minutes)	3.45	4.006667	3.41	3.834778
Total Citations	27	195	45	594
Total Traffic Stops	158	1172	296	2514
Traffic Stop Disposition Warning	132	975	239	1944
Traffic Stop Disposition Citation	26	189	45	543
<b>PERCENT OF STOPS RECEIVING CITATIONS</b>	<b>16.5</b>	<b>16.1</b>	<b>15.2</b>	<b>21.6</b>

**STAFFING**

Full Time Sworn	10
Full Time Civillian	0
Part Time Sworn	3
Reserve Officer	1
Total Staffing	14/15

September 2020	TO	October 2020	MILEAGE	MAINTENANCE PERFORMED
Police Unit #	Begin	End	Accrued	
116	106,570	106,800	230	
117	97,600	98,500	900	
216	29,612	30,288	676	
119	35,293	37,689	2,396	Oil Change/ Tire rotation/ fluid flush
120	17,631	19,962	2,331	
220	19,611	21,400	1,789	Oil change



# Ovilla Fire Department September 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 3 Volunteer Firefighter position open.
  
- Current Staffing
  - 2 Chiefs
  - 5 Captains
  - 22 Firefighter Paramedics
  - 8 Firefighter EMT-Basics
  - 9 Volunteer Firefighters
  - Total Staffing of 46 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- 1 - 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
  - 01/23/2018 applied for a bunker gear grant that we are still waiting to hear if awarded
  - 01/23/2018 applied for a Brush Truck Chassis grant that we are still waiting to hear if awarded
  - 08/29/2019 applied for a Skid Unit to be placed onto Brush Truck Chassis if awarded
  - 01/23/2018 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

- September, we had a total of 63 (Last September we ran 76) 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 if 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 0 possible COVID-19 calls in June, with 0 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)
- **52 / 60** Volunteer shifts were covered, and these 52 shifts we had 4 personnel on the Engine

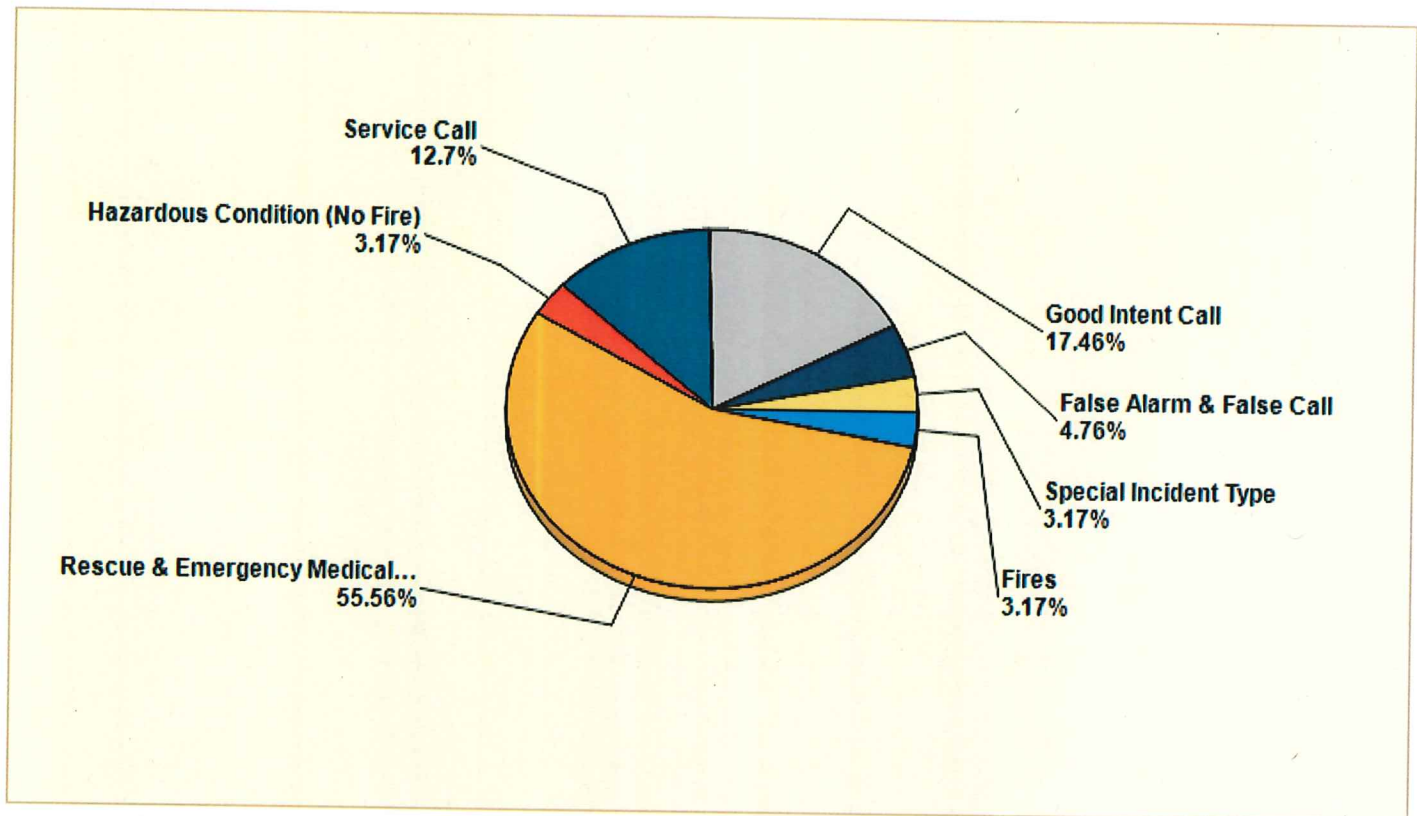
## Summary of Activity from Deputy Chief / Fire Marshal's Office

- 5 Consults
- 4 Meetings
- 2 Inspections
- Back-Up for Ovilla PD
- QCI reports

## Monthly Call Summary

INCIDENT COUNT		
INCIDENT TYPE	# INCIDENTS	
EMS	35	
FIRE	28	
TOTAL	63	
MUTUAL AID		
Aid Type	Total	
Aid Given	3	
Aid Received	2	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	EMS	FIRE
Station 701	0:05:51	0:08:51
AVERAGE FOR ALL CALLS		0:06:31
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)		
Station	EMS	FIRE
Station 701	0:01:11	0:02:13
AVERAGE FOR ALL CALLS		0:01:23
AGENCY	AVERAGE TIME ON SCENE (MM:SS)	
Ovilla Fire Department	17:44	

## Breakdown by Major Incident Type



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	2	3.17%
Rescue & Emergency Medical Service	35	55.56%
Hazardous Condition (No Fire)	2	3.17%
Service Call	8	12.7%
Good Intent Call	11	17.46%
False Alarm & False Call	3	4.76%
Special Incident Type	2	3.17%
<b>TOTAL</b>	<b>63</b>	<b>100%</b>

Average .05 fires per week

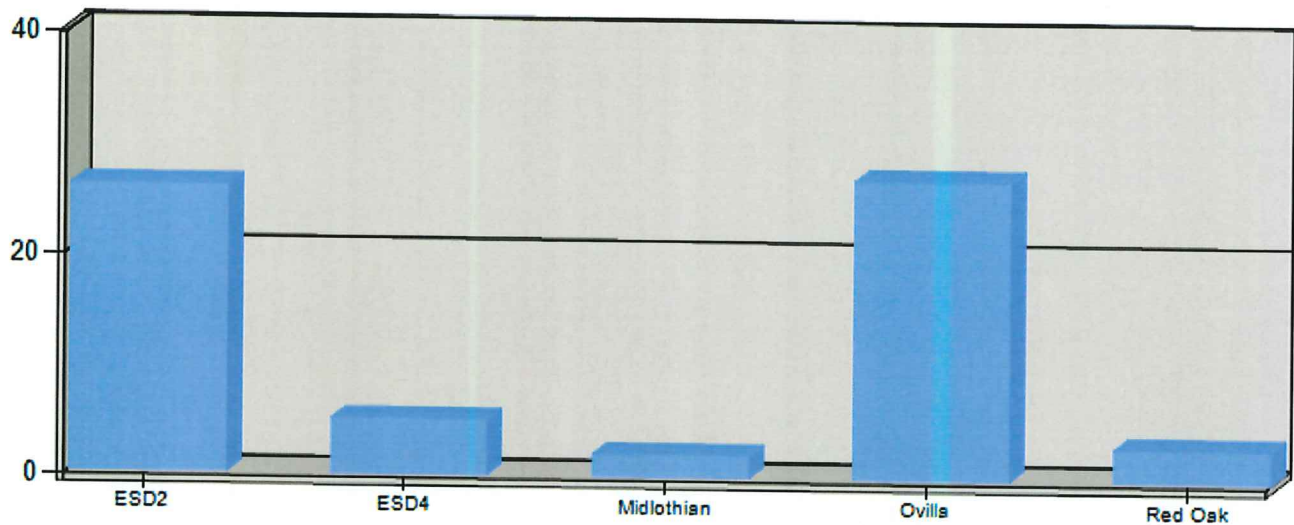
Average 2.10 calls per day

Average 15.75 calls per week

C701 Responses | 09

C702 Responses | 12

Number of Overlapping Calls | 0

**Total Ovilla Fire Department Runs | 75****Breakdown by Districts**

District	September	August
ESD2 - ESD #2	26	17
ESD4 - ESD #4	5	9
Midlothian - Midlothian City Limits	2	5
Ovilla - City Limits	27	35
Red Oak - Red Oak City Limits	3	4
<b>TOTAL:</b>	<b>63</b>	<b>75</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	September	August
ESD2 - ESD #2	10.15	10.72
ESD4 - ESD #4	7.8	7.91
Ovilla - City Limits	5.59	4.11
Average Response Time	7.85	7.58

*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	September	August
B701	2:03	1:04
C701	1:37	0:51
C702	1:18	1:01
E701	1:40	1:32
<b>AVERAGE TURNOUT TIME:</b>	<b>1:40</b>	<b>1:28</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	2
C701	9
C702	12
E701	54

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	59,460	59,507	47	\$ 58.10	\$ -
B702	4,164	4,183	19	\$ 29.40	\$ -
C701	32,762	33,086	324	\$ 89.50	\$ -
C702	2,520	2,813	293	\$ 46.79	\$ -
S701	107,787	107,940	153	\$ 53.90	\$ -
E701	22,517	22,884	367	\$ 332.64	\$ 1,245.60
E702	30,351	30,377	26	\$ -	\$ 518.95
E703	-	-	0	\$ -	\$ -
R755	20,603	20,774	171	\$ 37.22	\$ -
Station Supplies (Small Equipment Fuel, Propane, Other)				\$ -	\$ -
Totals for the Month			1,400	\$ 647.55	\$ 1,764.55



**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 September 2020

---

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

**WORK ORDERS**

- 57 total Work Orders completed for the month of September 2020

**Gov Pilot Reporting**

**Balances**

	New	Completed	Remaining
<b>Water/Wastewater</b>			
<b>Dept -</b>	57	50	7

**WATER**

- Gallons pumped from DWU 22.400.000 MG, Retail Billed 20.823.000 MG, Retail Unbilled 32.9K , Builder metered 6.0K , Maintenance flushing 181.500K,
- Daily water sampling and pump station site check. (State Requirement)
- Daily monitoring of CL2 & NH3 feed rate and ratio 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.

September 2020



## Streets and Drainage Department

### **Street/Drainage**

- Patch potholes Shiloh Rd, Bryson Ln, Johnson Ln, Joe Wilson, Malloy
- At the intersection of Cockrell Hill Rd @ Water St replaced damaged street pole, stop sign, and street sign due to being ran over
- Replaced faded stop sign Johnson Ln @ Green Meadows
- Set up a temporary stop sign 664 @ Ovilla Creek Ct due to car wreck taking out stop sign
- Re-Concrete yield sign pole Ovilla Oaks Dr @ Ridgeway Gap was knocked down
- Set pole and install no truck sign 105 Cockrell Hill Rd



September 2020

- Take down front section of chain link fence at water tower for new installation of panel fence
- Mark and stake out the new parking lot for public work offices
- Precinct 4 is preforming dirt work and new road base foundation for parking lot
- Had four concrete flumes framed and poured in front of boxed culverts intersection of Westlawn @ Willowwood
- Extend new paved side up to public works building (dig and frame)
- Had 4 yards of concrete delivered and poured
- Precinct 4 preformed drainage and street rehab Buckboard, Georgetown, Silver Spur
- Correct the drainage behind 133 Water St that catches runoff from city property and baseball field
- 706 Buckboard culvert was clogged jetted out culvert with jet machine
- Haul asphalt millings from ground storage to new pole barn (elevated tower) spread for foundation inside pole barn bay's

September 2020

- Pick up 14 loads of road base from county yard spread and level in pole barn bays and outside of bays for stable foundation for trailers and equipment
- Trim over hanging tree limbs hitting cars Silverwood @ Cockrell Hill Rd
- Trim over hanging tree limbs 103 Lariat, 105 Lariat and the intersection of Lariat @ Westmoreland blocking visibility pulling onto Westmoreland
- Take 2011 Chevy, 1998 Ford dump truck and Crack Seal trailer for inspection
- Read monthly water meters

### **Parks**

- City hall compound, City parks, Right of ways to Ashburn Glen, Shiloh & Bryson Manor mowed and weedeated by Mow Pros

### **Administrative**

- Assemble conference room table and chairs
- Move map file from conference room to construction manager office
- Reinstall base board women's restroom

September 2020

# **Street and Drainage Department**

*Johnny Cruz*



**Date: October 13, 2020**

**To: Honorable Mayor and Council Members**

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

**From:**

**Sharon Jungman – Finance Director**

# Transaction Detail Report For Account Payable Transactions over \$5,000 10/1/2019 - 9/30/2020

**100 - General Fund****Account 100-10-52240**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
8/21/2020	8/21/2020	AP Invoice		Progress Billing for Audit	5,585.30	0.00	5,585.30
Total					5,585.30	0.00	

**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 100-10-55240**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
7/31/2020	7/31/2020	AP Invoice		Annual SW Subscription for AP and GL	5,250.00	0.00	5,250.00
Total					5,250.00	0.00	

**100 - General Fund****Account 100-10-55520**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
9/30/2020	9/30/2020	AP Invoice		City Hall Flooding Repairs	7,589.05	0.00	7,589.05
9/30/2020	10/5/2020	AP Invoice		Water Damage repairs to City Hall	6,830.14	0.00	14,419.19
Total					14,419.19	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
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
8/11/2020	8/11/2020	AP Invoice		EMS Service for April-June	15,889.75	0.00	47,669.25
Total					47,669.25	0.00	

**100 - General Fund****Account 100-30-55540**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
9/25/2020	9/25/2020	AP Invoice		Radio Upgrades	5,187.00	0.00	5,187.00
Total					5,187.00	0.00	

**100 - General Fund****Account 100-30-55545**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
7/31/2020	7/31/2020	AP Invoice		E701 Annual Preventative Manitenance	5,495.27	0.00	5,495.27
Total					5,495.27	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	
<b>100 - General Fund</b>				<b>Account 100-30-57450</b>			
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	
<b>100 - General Fund</b>				<b>Account 100-40-55240</b>			
Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
9/17/2020	9/17/2020	AP Invoice		Annual Subscription	7,500.00	0.00	7,500.00
				Total	7,500.00	0.00	
<b>100 - General Fund</b>				<b>Account 100-45-55465</b>			
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
7/9/2020	7/9/2020	AP Invoice		Trash Pick up for June	22,943.90	0.00	182,361.93
8/11/2020	8/11/2020	AP Invoice		Trash Bill for July	22,856.24	0.00	205,218.17
9/11/2020	9/11/2020	AP Invoice		August Trash service	23,016.95	0.00	228,235.12
				Total	228,235.12	0.00	
<b>100 - General Fund</b>				<b>Account 100-50-0053405</b>			
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	
<b>100 - General Fund</b>				<b>Account 100-50-55560</b>			
Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
8/11/2020	8/11/2020	AP Invoice		City Hall Parking Lot	7,500.00	0.00	7,500.00
				Total	7,500.00	0.00	
<b>100 - General Fund</b>				<b>Account 100-50-56440</b>			
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	



**100 - General Fund****Account 100-50-57420**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
7/21/2020	7/21/2020	AP Invoice		50% Progress Billing on 28 X 70 Modular B	53,250.00	0.00	53,250.00
8/28/2020	8/28/2020	AP Invoice		Pole Barn for Public Works	49,900.00	0.00	103,150.00
9/11/2020	9/11/2020	AP Invoice		Install Electric for Public Works Building	5,181.00	0.00	108,331.00
9/17/2020	9/17/2020	AP Invoice		Computer Equipment and Fiber Run to new	6,049.91	0.00	114,380.91
9/17/2020	9/17/2020	AP Invoice		Final Payment on new Public Works Bldg.	10,650.00	0.00	125,030.91
9/25/2020	9/25/2020	AP Invoice		Fence for PW Building	7,785.00	0.00	132,815.91
9/25/2020	9/25/2020	AP Invoice		Fence for Water Tower	7,210.00	0.00	140,025.91
9/25/2020	9/25/2020	AP Invoice		Electrical installation for Equipment Pole Ba	7,800.00	0.00	147,825.91
Total					147,825.91	0.00	

**100 - General Fund****Account 100-50-57440**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
7/24/2020	7/24/2020	AP Invoice		Concrete Saw 24" 35HP Gas	6,370.00	0.00	6,370.00
Total					6,370.00	0.00	

**100 - General Fund****Account 100-50-57460**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
8/21/2020	8/21/2020	AP Invoice		28X70 Modular Bldg. for Public Works Progi	42,600.00	0.00	42,600.00
Total					42,600.00	0.00	

**100 - General Fund****Account 100-60-57440**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
9/4/2020	9/4/2020	AP Invoice		Deposit on Playground Equipment Proposal	23,379.42	0.00	23,379.42
Total					23,379.42	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
7/17/2020	7/17/2020	AP Invoice		Water purchase From 6-4 to 7-2-2020	52,233.23	0.00	241,394.00
8/21/2020	8/21/2020	AP Invoice		Water Purchase from 7/3 to 8/3/2020	81,346.83	0.00	322,740.83
9/17/2020	9/17/2020	AP Invoice		Water Purchase from 8/4/20 to 9/1/20	39,018.42	0.00	361,759.25
Total					361,759.25	0.00	

**200 - Water And Utilities Fund****Account 200-75-57470**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
7/2/2020	7/2/2020	AP Invoice		SBS Underground Inc.	9,800.00	0.00	9,800.00
Total					9,800.00	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
7/2/2020	7/2/2020	AP Invoice		Sewer Treatement for July	29,065.00	0.00	232,520.00
7/17/2020	7/17/2020	AP Invoice		Sewage Treatment for August	14,065.00	0.00	246,585.00
8/21/2020	8/21/2020	AP Invoice		Sewage Treatment for Sept.	14,065.00	0.00	260,650.00
Total					260,650.00	0.00	

**200 - Water And Utilities Fund****Account 200-80-57440**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
8/14/2020	8/14/2020	AP Invoice		Manhole Lids	7,700.00	0.00	7,700.00
Total					7,700.00	0.00	

**400 - Debt Service Fund****Account 400-15-57935**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
7/31/2020	7/31/2020	AP Invoice		2011 Bond Prin. Pmt.	415,000.00	0.00	415,000.00
Total					415,000.00	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
7/31/2020	7/31/2020	AP Invoice		2011 Bond Int. Pmt.	81,225.00	0.00	162,450.00

Total	<u>162,450.00</u>	<u>0.00</u>
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**700 - Park Impact Fund**

**Account 700-60-57440**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
9/17/2020	9/17/2020	AP Invoice		50% Deposit on Playground Equipment Ord	26,548.13	0.00	26,548.13
Total					<u>26,548.13</u>	<u>0.00</u>	

**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					<u>13,647.98</u>	<u>0.00</u>	



**Date: October 13, 2020**

**To: Honorable Mayor and Council Members**

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

**(With Unreconciled Bank Statements)**

**From:**

**Sharon Jungman – Finance Director**

City of Ovilla  
Financial Statement  
As of September 30, 2020

10/6/2020 04:40 PM

<b>100 - General Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Taxes	5,657.35	214,036.58	(208,379.23)	2,308,830.32	2,557,930.00	90.26%	249,099.68
Not Categorized	0.00	0.00	0.00	10,319.30	0.00	0.00%	(10,319.30)
Licenses-Permits-Fees	4,855.22	9,047.06	(4,191.84)	90,115.41	108,460.00	83.09%	18,344.59
Services	107,452.00	75,227.16	32,224.84	556,120.69	900,496.00	61.76%	344,375.31
Fines & Forfeitures	1,790.35	19,066.86	(17,276.51)	61,150.92	227,800.00	26.84%	166,649.08
Other Revenue	6,271.76	11,470.15	(5,198.39)	306,361.76	137,215.00	223.27%	(169,146.76)
Transfers	(309.70)	85,798.59	(86,108.29)	(630.14)	1,025,158.00	(0.06%)	1,025,788.14
Revenue Totals	<u>125,716.98</u>	<u>414,646.40</u>	<u>(288,929.42)</u>	<u>3,332,268.26</u>	<u>4,957,059.00</u>	<u>67.22%</u>	<u>1,624,790.74</u>
<b>Expense Summary</b>							
Employee Benefits	19,148.38	34,900.06	(15,751.68)	274,770.69	417,134.00	65.87%	142,363.31
Contractual Services	11,484.35	33,034.37	(21,550.02)	193,388.25	395,774.00	48.86%	202,385.75
Special Expenses	700.53	2,906.82	(2,206.29)	14,492.07	34,800.00	41.64%	20,307.93
Other Expense	786.06	5,311.88	(4,525.82)	31,830.68	63,622.00	50.03%	31,791.32
Personnel	150,798.80	137,764.13	13,034.67	1,588,392.88	1,646,427.00	96.48%	58,034.12
Not Categorized	5,485.50	0.00	5,485.50	55,844.56	0.00	0.00%	(55,844.56)
Special Services	13,437.73	6,750.14	6,687.59	122,900.00	80,937.00	151.85%	(41,963.00)
Operating Services	2,870.65	9,864.05	(6,993.40)	76,519.76	116,347.00	65.77%	39,827.24
Supplies	6,770.82	8,673.43	(1,902.61)	59,435.47	103,800.00	57.26%	44,364.53
Professional Development	2,536.28	2,600.57	(64.29)	23,349.30	31,125.00	75.02%	7,775.70
Software & Computer Equipment	17,790.99	6,794.00	10,996.99	75,486.22	81,341.00	92.80%	5,854.78
Printing Expense	867.41	1,732.22	(864.81)	11,992.11	20,784.00	57.70%	8,791.89
Utilities	35,911.07	30,062.20	5,848.87	318,729.26	359,184.00	88.74%	40,454.74
Repairs - Bldg & Machinery	22,160.63	12,432.95	9,727.68	109,541.76	148,850.00	73.59%	39,308.24
Insurance	0.00	3,324.22	(3,324.22)	46,756.93	39,866.00	117.29%	(6,890.93)
Minor Capital Outlay	8,112.77	23,401.17	(15,288.40)	117,570.68	281,568.00	41.76%	163,997.32
Transfers	0.00	0.00	0.00	13,426.82	0.00	0.00%	(13,426.82)
Reserve	0.00	16,250.00	(16,250.00)	0.00	195,000.00	0.00%	195,000.00
Vehicle Expenses	3,498.56	3,844.37	(345.81)	39,188.71	46,000.00	85.19%	6,811.29
Capital Outlay	76,111.83	74,428.07	1,683.76	479,914.17	891,500.00	53.83%	411,585.83
Rentals	301.00	250.00	51.00	3,118.37	3,000.00	103.95%	(118.37)
Expense Totals	<u>378,773.36</u>	<u>414,324.65</u>	<u>(35,551.29)</u>	<u>3,656,648.69</u>	<u>4,957,059.00</u>	<u>73.77%</u>	<u>1,300,410.31</u>

City of Ovilla  
Financial Statement  
As of September 30, 2020

10/6/2020 04:40 PM

<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	100.44	(100.44)	0.00	1,200.00	0.00%	1,200.00
Revenue Totals	0.00	100.44	(100.44)	0.00	1,200.00	0.00%	1,200.00
<b>Expense Summary</b>							
Professional Development	0.00	100.44	(100.44)	0.00	1,200.00	0.00%	1,200.00
Expense Totals	0.00	100.44	(100.44)	0.00	1,200.00	0.00%	1,200.00

City of Ovilla  
Financial Statement  
As of September 30, 2020

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<b>120 - Street Improvement Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Taxes	0.00	4,546.65	(4,546.65)	36,493.26	54,320.00	67.18%	17,826.74
Other Revenue	0.00	8.37	(8.37)	0.00	100.00	0.00%	100.00
Revenue Totals	<u>0.00</u>	<u>4,555.02</u>	<u>(4,555.02)</u>	<u>36,493.26</u>	<u>54,420.00</u>	<u>67.06%</u>	<u>17,926.74</u>
<b>Expense Summary</b>							
Capital Outlay	0.00	3,850.20	(3,850.20)	0.00	46,000.00	0.00%	46,000.00
Reserve	0.00	704.82	(704.82)	0.00	8,420.00	0.00%	8,420.00
Expense Totals	<u>0.00</u>	<u>4,555.02</u>	<u>(4,555.02)</u>	<u>0.00</u>	<u>54,420.00</u>	<u>0.00%</u>	<u>54,420.00</u>



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<b>130 - Court Technology</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Fines & Forfeitures	62.17	410.13	(347.96)	1,487.73	4,900.00	30.36%	3,412.27
Revenue Totals	<u>62.17</u>	<u>410.13</u>	<u>(347.96)</u>	<u>1,487.73</u>	<u>4,900.00</u>	<u>30.36%</u>	<u>3,412.27</u>
<b>Expense Summary</b>							
Software & Computer Equipment	0.00	376.65	(376.65)	0.00	4,500.00	0.00%	4,500.00
Reserve	0.00	33.48	(33.48)	0.00	400.00	0.00%	400.00
Expense Totals	<u>0.00</u>	<u>410.13</u>	<u>(410.13)</u>	<u>0.00</u>	<u>4,900.00</u>	<u>0.00%</u>	<u>4,900.00</u>

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<b>140 - Court Security</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Fines & Forfeitures	73.30	301.32	(228.02)	1,307.57	3,600.00	36.32%	2,292.43
Revenue Totals	<u>73.30</u>	<u>301.32</u>	<u>(228.02)</u>	<u>1,307.57</u>	<u>3,600.00</u>	<u>36.32%</u>	<u>2,292.43</u>
<b>Expense Summary</b>							
Other Expense	79.95	100.44	(20.49)	1,155.75	1,200.00	96.31%	44.25
Reserve	0.00	200.88	(200.88)	0.00	2,400.00	0.00%	2,400.00
Expense Totals	<u>79.95</u>	<u>301.32</u>	<u>(221.37)</u>	<u>1,155.75</u>	<u>3,600.00</u>	<u>32.10%</u>	<u>2,444.25</u>

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<b>150 - Equipment Replacement Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Transfers	0.00	2,511.00	(2,511.00)	0.00	30,000.00	0.00%	30,000.00
Revenue Totals	0.00	2,511.00	(2,511.00)	0.00	30,000.00	0.00%	30,000.00
<b>Expense Summary</b>							
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>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Not Categorized	0.00	0.00	0.00	44.81	0.00	0.00%	(44.81)
Services	171,462.21	105,756.03	65,706.18	1,638,372.75	1,263,564.00	129.66%	(374,808.75)
Other Revenue	0.00	6,075.00	(6,075.00)	88,417.99	72,900.00	121.29%	(15,517.99)
Transfers	0.00	32,755.23	(32,755.23)	20,000.00	380,928.00	5.25%	360,928.00
Revenue Totals	<u>171,462.21</u>	<u>144,586.26</u>	<u>26,875.95</u>	<u>1,746,835.55</u>	<u>1,717,392.00</u>	<u>101.71%</u>	<u>(29,443.55)</u>
<b>Expense Summary</b>							
Reserve	0.00	11,821.07	(11,821.07)	0.00	141,243.00	0.00%	141,243.00
Personnel	29,235.84	29,548.11	(312.27)	258,477.51	353,025.00	73.22%	94,547.49
Not Categorized	0.00	0.00	0.00	5,077.28	0.00	0.00%	(5,077.28)
Employee Benefits	3,153.67	7,663.20	(4,509.53)	49,268.99	91,558.00	53.81%	42,289.01
Special Services	0.00	4,087.50	(4,087.50)	11,996.57	49,050.00	24.46%	37,053.43
Contractual Services	0.00	1,735.77	(1,735.77)	1,500.00	20,820.00	7.20%	19,320.00
Operating Services	190.40	768.72	(578.32)	6,466.32	9,200.00	70.29%	2,733.68
Supplies	2,008.36	421.31	1,587.05	11,050.42	5,050.00	218.82%	(6,000.42)
Professional Development	0.00	204.46	(204.46)	4,325.99	2,450.00	176.57%	(1,875.99)
Software & Computer Equipment	0.00	1,429.32	(1,429.32)	10,844.58	17,125.00	63.33%	6,280.42
Printing Expense	0.00	497.08	(497.08)	2,820.19	5,950.00	47.40%	3,129.81
Utilities	41,088.63	59,584.99	(18,496.36)	648,813.73	712,038.00	91.12%	63,224.27
Other Expense	732.42	778.11	(45.69)	9,147.95	9,325.00	98.10%	177.05
Rentals	0.00	125.55	(125.55)	0.00	1,500.00	0.00%	1,500.00
Special Expenses	144.00	0.00	144.00	1,468.38	0.00	0.00%	(1,468.38)
Vehicle Expenses	710.15	769.60	(59.45)	5,984.54	9,200.00	65.05%	3,215.46
Repairs - Bldg & Machinery	6,495.42	3,598.89	2,896.53	34,593.76	43,100.00	80.26%	8,506.24
Insurance	0.00	673.04	(673.04)	12,473.66	8,058.00	154.80%	(4,415.66)
Minor Capital Outlay	503.05	1,422.68	(919.63)	3,942.71	17,000.00	23.19%	13,057.29
Capital Outlay	0.00	19,488.87	(19,488.87)	261,573.23	221,700.00	117.99%	(39,873.23)
Expense Totals	<u>84,261.94</u>	<u>144,618.27</u>	<u>(60,356.33)</u>	<u>1,339,825.81</u>	<u>1,717,392.00</u>	<u>78.02%</u>	<u>377,566.19</u>

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<b>250 - WWW Infrastructure Improvements</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Services	5,045.14	5,820.39	(775.25)	66,321.75	69,538.00	95.37%	3,216.25
Revenue Totals	<u>5,045.14</u>	<u>5,820.39</u>	<u>(775.25)</u>	<u>66,321.75</u>	<u>69,538.00</u>	<u>95.37%</u>	<u>3,216.25</u>
<b>Expense Summary</b>							
Reserve	0.00	5,820.39	(5,820.39)	(3.80)	69,538.00	(0.01%)	69,541.80
Expense Totals	<u>0.00</u>	<u>5,820.39</u>	<u>(5,820.39)</u>	<u>(3.80)</u>	<u>69,538.00</u>	<u>-0.01%</u>	<u>69,541.80</u>

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<b>300 - Capital Projects Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Other Revenue	0.00	22.50	(22.50)	0.01	270.00	0.00%	269.99
Revenue Totals	0.00	22.50	(22.50)	0.01	270.00	0.00%	269.99
<b>Expense Summary</b>							
Reserve	0.00	22.50	(22.50)	0.00	270.00	0.00%	270.00
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>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Taxes	0.00	39,254.54	(39,254.54)	450,252.57	468,990.00	96.00%	18,737.43
Other Revenue	0.00	45.87	(45.87)	107.13	550.00	19.48%	442.87
Transfers	0.00	9,078.19	(9,078.19)	0.00	108,460.00	0.00%	108,460.00
Revenue Totals	<u>0.00</u>	<u>48,378.60</u>	<u>(48,378.60)</u>	<u>450,359.70</u>	<u>578,000.00</u>	<u>77.92%</u>	<u>127,640.30</u>
<b>Expense Summary</b>							
Reserve	0.00	0.00	0.00	117,787.44	0.00	0.00%	(117,787.44)
Long Term Debt	400.00	48,378.71	(47,978.71)	577,850.00	578,000.00	99.97%	150.00
Expense Totals	<u>400.00</u>	<u>48,378.71</u>	<u>(47,978.71)</u>	<u>695,637.44</u>	<u>578,000.00</u>	<u>120.35%</u>	<u>(117,637.44)</u>



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<b>500 - Municipal Development District Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Taxes	0.00	4,438.22	(4,438.22)	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	20,622.88	(20,622.88)	0.00	247,475.00	0.00%	247,475.00
Revenue Totals	<u>0.00</u>	<u>25,111.10</u>	<u>(25,111.10)</u>	<u>46,337.47</u>	<u>301,100.00</u>	<u>15.39%</u>	<u>254,762.53</u>
<b>Expense Summary</b>							
Special Services	0.00	133.37	(133.37)	0.00	1,600.00	0.00%	1,600.00
Supplies	0.00	8.37	(8.37)	0.00	100.00	0.00%	100.00
Insurance	0.00	22.63	(22.63)	277.99	272.00	102.20%	(5.99)
Reserve	0.00	4,094.00	(4,094.00)	0.00	49,128.00	0.00%	49,128.00
Capital Outlay	7,546.07	20,833.37	(13,287.30)	23,648.25	250,000.00	9.46%	226,351.75
Expense Totals	<u>7,546.07</u>	<u>25,091.74</u>	<u>(17,545.67)</u>	<u>23,926.24</u>	<u>301,100.00</u>	<u>7.95%</u>	<u>277,173.76</u>

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<b>600 - 4B Economic Development Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Taxes	0.00	9,759.42	(9,759.42)	72,986.48	116,600.00	62.60%	43,613.52
Other Revenue	0.00	133.92	(133.92)	1,818.54	1,600.00	113.66%	(218.54)
Transfers	0.00	22,121.91	(22,121.91)	0.00	264,300.00	0.00%	264,300.00
Revenue Totals	0.00	32,015.25	(32,015.25)	74,805.02	382,500.00	19.56%	307,694.98
<b>Expense Summary</b>							
Other Expense	0.00	3,163.10	(3,163.10)	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)
Reserve	0.00	795.15	(795.15)	0.00	9,500.00	0.00%	9,500.00
Special Services	0.00	443.39	(443.39)	0.00	5,300.00	0.00%	5,300.00
Supplies	0.00	16.74	(16.74)	0.00	200.00	0.00%	200.00
Professional Development	0.00	418.50	(418.50)	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
Insurance	0.00	25.11	(25.11)	222.94	300.00	74.31%	77.06
Capital Outlay	0.00	27,000.00	(27,000.00)	0.00	324,000.00	0.00%	324,000.00
Expense Totals	0.00	31,886.99	(31,886.99)	7,764.19	382,500.00	2.03%	374,735.81

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<b>700 - Park Impact Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Services	0.00	717.75	(717.75)	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
Revenue Totals	<u>0.00</u>	<u>3,926.50</u>	<u>(3,926.50)</u>	<u>4,683.30</u>	<u>47,118.00</u>	<u>9.94%</u>	<u>42,434.70</u>
<b>Expense Summary</b>							
Reserve	0.00	551.50	(551.50)	0.00	6,618.00	0.00%	6,618.00
Minor Capital Outlay	0.00	41.63	(41.63)	0.00	500.00	0.00%	500.00
Capital Outlay	26,548.13	3,348.00	23,200.13	26,548.13	40,000.00	66.37%	13,451.87
Expense Totals	<u>26,548.13</u>	<u>3,941.13</u>	<u>22,607.00</u>	<u>26,548.13</u>	<u>47,118.00</u>	<u>56.34%</u>	<u>20,569.87</u>

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<b>800 - Water And Utilities Impact Fee Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Services	0.00	4,563.00	(4,563.00)	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)
Revenue Totals	<u>0.00</u>	<u>4,563.00</u>	<u>(4,563.00)</u>	<u>40,948.28</u>	<u>54,756.00</u>	<u>74.78%</u>	<u>13,807.72</u>
<b>Expense Summary</b>							
Reserve	<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>
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>

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<b>900 - Employee Benefit Trust Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
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	0.00	0.00	0.00	14,304.92	0.00	0.00%	(14,304.92)
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>

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

## 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>	16	0	\$5,305.90	\$3,935.93	\$1,369.97	0	12	8	1	20	0	0
<b>August</b>	19	1	\$5,054.00	\$3,451.13	\$1,602.87	0	2	4	2	22	0	0
<b>September</b>	28	4	\$3,457.10	\$2,070.98	\$1,386.12	0	2	7	1	2	0	0
<b>Totals</b>	<b>393</b>	<b>14</b>	<b>\$102,864.02</b>	<b>\$70,660.89</b>	<b>\$32,203.13</b>	<b>157</b>	<b>120</b>	<b>183</b>	<b>73</b>	<b>163</b>	<b>4</b>	<b>1</b>

2018-2019 FY

<b>September</b>	51	2	\$14,045.32	\$9,334.57	\$4,710.75	42
<b>FY Totals</b>	<b>886</b>	<b>16</b>	<b>\$191,019.43</b>	<b>\$123,123.24</b>	<b>\$67,896.19</b>	<b>369</b>

### Staffing

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



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

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

Subject: **Animal Control Monthly Report**

	Sept,2020	Sept.2020 YTD	Sept.2019	
Calls For Service				
Complaint (Regist-11 At Large 3 Bark 0 )	14	215	29	
Follow up	14	235	35	
Door Notice (Regis-, Bark at large 1)	1	80	21	
Impounded Animal (Dog 2 cat )	2	34	8	
Animal welfare check	6	58	15	
Impound Results (Transport 1 Ret to own 1)	2	34	8	
Impound fee collected	\$0.00	\$510.00	105	
Court 1 at large	\$0.00	\$150.00	0	
Citizen Contacts	17	188	37	
Animal registration \$48	4	62	12	
Registration Letter Mailed	13	163	23	
Nuisance Letter	0	16	4	
Animals released 1 Poss,1 snake, arm 1 sku	4	27	10	
Deceased removed	27	188	27	
Oak Leaf - 1 dog RTO,	1	5	2	
Traps Checked Out	3	27	6	

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**

	Sept.2020	Sept.2020 YTD	Sept.2019	
Calls For Service				
Complaint (Nuis 14 Permit 2,Parking 5)	21	228	41	
Follow up (Nuis 14 Permit 2 Park 5)	21	242	51	
Door Notice (Nui - Permit Parking )	0	47	26	
Mail Notice (Parki 5 nuisance 10 brush6 )	21	147	10	
Posted Property (nuisance 2 )	3	25	5	
Court 1 Nisance postponed	\$0	\$777	\$500.00	
Citizen Contacts	36	201	53	
Permits Reviewed	18	169	22	
Permits Issued	12	125	16	
Inspections	23	215	33	
Nuisance Abated by City 1 debris 1 grass	2	12	2	
Nuisance Signs (Garage sale-18 business 23 )	41	270	39	
Board of Adjustment Fence Location App	1	5	3	

**HONORABLE MAYOR AND CITY COUNCIL OF OVILLA**  
**Administration Monthly Report for October 2020 Council**  
**City Manager - City Secretary**

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

1. **New Fiscal Year!**
2. Municipal Court is conducting court via Zoom.
3. Preparing for a soft open – includes police station.
4. Audit is finally prepared.

**BOARDS AND COMMISSIONS –**

**Board of Adjustment:** September meeting:

- Fence placement at 839 Johnson Lane (approved)
- Accessory building at 607 Buckboard (no quorum – back for October meeting)
- Accessory Building exceeding maximum size allowed at 605 Clinton (withdrawn)

**EDC:** No September meeting

**Park Board Advisory Committee:** No September meeting. October meeting:

- Annual Christmas event
- Agreement with Ovilla Baseball Fields Assoc. review and recommendation
- Review revision of Founders Park walking trails and recommendation
- Park equipment review and flagpole placement

**Planning and Zoning Commission –** September meeting.

- Amended Broadmoor Estates Final Plat review and recommendation
- Amended Bryson Manor III Final review and recommendation

**CURRENT AND PLANNED DEVELOPMENT PROJECTS-**

**Residential:**

- Bryson Manor Phase III – is currently underway.
- Broadmoor Estates- broke ground.
- Miracle Farms – Development is on hold.

**Infrastructure:**

- Water Street Bridge-
  - Pre-con meeting conducted. Repairs to begin October 12.
- Parking lot expansion at 701 W. Main, legal notice posts August 22/29
  - Pre-con meeting conducted. Work has started.
- Refurbish city hall parking lot, police parking –
  - Road preparation work has started.

**Misc.**

- Working with Brittain & Crawford, LLC to update our map and establish the Historic District.
- *Request For Qualifications* for qualified certified public accounting firms is posted.
- Public Works continues to work on the landscaping at their new facility.
- Review and update the Standard Construction Details.
- Met with Thoroughfare Committee to review Red Oak Creek.
- Police Secretary and Police Officer positions open.



## REPORT A CONCERN SEPTEMBER 2020

Department Assigned	Concern Address	Date Received	Date Entered	Date In Progress	Date Closed	Concern Description
Not Assigned	WESTMORELAND RD	9/11/2020	9/11/2020		9/11/2020	Hammett Construction is finished with the hydrant water meter. Please get a final reading and remove it from and hydrant all barricades can get picked up as well.
Not Assigned	WESTMORELAND RD	9/17/2020	9/17/2020		9/17/2020	The contractor is done with mass grading. C. W. Young will be installing the utilities, I spoke with Trey Stewart and Joe Winchester.
Not Assigned	625 W MAIN ST	9/22/2020	9/22/2020		9/22/2020	Pull sewer pumps at heritage park
Not Assigned	105 COCKRELL HILL RD RD	9/24/2020	9/24/2020		9/24/2020	Take monthly bacti sample and take them to the TRA lab

Animal Services	3001 E OVILLA RD	9/17/2020	9/18/2020			doberman pinscher coming out harassing jogers , citizens
Animal Services	837 E MAIN ST	9/21/2020	9/22/2020		9/21/2020	animal in trap - possum

Code Enforcement	1408 RED OAK CREEK DR	9/4/2020	9/4/2020	9/4/2020	9/9/2020	BRUSH PILE
Code Enforcement	102 SILVERWOOD DR	9/4/2020	9/4/2020	9/4/2020	9/10/2020	CAR PARKED IN YARD
Code Enforcement	600 BUCKBOARD ST	9/8/2020	9/9/2020	9/9/2020		JUNK VEHICLE
Code Enforcement	605 MEADOW LARK DR	9/9/2020	9/9/2020	9/9/2020		
Code Enforcement	327 SHADOW WOOD TRL	9/9/2020	9/9/2020	9/9/2020	9/14/2020	BRUSH PILE
Code Enforcement	312 SHADOW WOOD TRL	9/9/2020	9/9/2020	9/9/2020	9/14/2020	BRUSH PILED
Code Enforcement	103 OAKWOOD LN	9/9/2020	9/10/2020	9/10/2020	9/14/2020	TRAILER PARKING IN DRIVE LONGER THAN 48 HOURS
Code Enforcement	616 GREEN MEADOWS LN	9/14/2020	9/14/2020	9/14/2020	9/22/2020	TRAILER PARKED IN DRIVEWAY LONGER THAN 48 HOURS
Code Enforcement	203 BROOKWOOD CT	9/15/2020	9/16/2020	9/16/2020	9/21/2020	BRUSH PILED
Code Enforcement	102 BROOKWOOD CT	9/15/2020	9/16/2020	9/16/2020	9/30/2020	HIGH GRASS AND WEEDS
Code Enforcement	108 CIRCLE DR	9/15/2020	9/16/2020	9/16/2020	9/29/2020	HIGH GRASS AND WEEDS
Code Enforcement	1410 RED OAK CREEK DR	9/15/2020	9/16/2020	9/16/2020	9/21/2020	BRUSH PILE
Code Enforcement	113 LARIAT TRL	9/15/2020	9/16/2020	9/16/2020	10/5/2020	TRAILER PARKING IN YARD
Code Enforcement	214 LARIAT TRL	9/15/2020	9/16/2020	9/16/2020	9/21/2020	BRUSH PILED
Code Enforcement	125 LARIAT TRL	9/15/2020	9/16/2020	9/16/2020		TRAILER PARKING IN DRIVE LONGER THAN 48 HOURS
Code Enforcement	7201 CHERRY LN	9/16/2020	9/16/2020		10/2/2020	dirt left in street after sod pallets left in street Reported to builder J Houston to clean up.
Code Enforcement	3155 OVILLA RD	9/15/2020	9/16/2020	9/16/2020		NUISANCE OUTSIDE STORAGE
Code Enforcement	101 OAKWOOD LN	9/16/2020	9/16/2020	9/16/2020		PUBLIC NUISANCE OUTSIDE STORAGE
Code Enforcement	101 OAKWOOD LN	9/17/2020	9/17/2020	9/17/2020		HIGH GRASS AND WEEDS
Code Enforcement	904 COCKRELL HILL RD	9/18/2020	9/18/2020	9/18/2020	9/30/2020	PUBLIC NUISANCE
Code Enforcement	200 BROOKWOOD CT	9/21/2020	9/21/2020	9/21/2020	9/24/2020	NUISANCE OUTSIDE STORAGE
Code Enforcement	907 SLIPPERY ELM DR	9/29/2020	9/29/2020	9/29/2020		FENCE CONSTRUCTION WITHOUT PERMIT
Code Enforcement	507 FOREST EDGE LN	9/29/2020	9/29/2020	9/29/2020		ROOF CONSTRUCTION WITHOUT PERMIT
Code Enforcement	3162 OVILLA RD	9/30/2020	9/30/2020	9/30/2020		HIGH GRASS AND WEEDS

Facilities	105 COCKRELL HILL RD RD	9/23/2020	9/23/2020			Put together conference room table and chairs, move map file to PW building, & complete baseboards in city offices please.
Facilities	105 COCKRELL HILL RD RD	9/25/2020	9/25/2020			Ellis County is starting the dirt work for public works parking lot.
Facilities	105 COCKRELL HILL RD RD	9/25/2020	9/25/2020			Spread the dirt and cover the road base lot next to the city of ovilla monument that the county is hauling from public works parking lot
Facilities	105 COCKRELL HILL RD RD	9/30/2020	9/30/2020			Please replace lights in the City Hall hallway by the kitchen, as well as the Ladies bathroom. Thank you.

Street Department	706 BUCKBOARD ST	9/2/2020	9/3/2020		9/8/2020	Resident at this address complained to a council member that he has 'two small lakes' at his driveway and his mailbox has a noticeable tilt since the drainage clean-out conducted by Ellis County. He is not pleased with the results of the work done on his street.
Street Department	105 COCKRELL HILL RD RD	9/9/2020	9/9/2020			mark the lay out for the new parking lot
Street Department	SHILOH RD	9/2/2020	9/9/2020			pot holes needs to be patched Shiloh @ Benttree, several pot holes on E. Main
Street Department	WATER ST	9/2/2020	9/9/2020			At the intersection of Cockrell Hill and Water St. stop sign and street sign pole was ran over. Needs new pole and signage
Street Department	105 COCKRELL HILL RD RD	9/2/2020	9/14/2020			need to patch pot holes Shiloh Rd, Bryson Ln
Street Department	WATER ST	9/2/2020	9/14/2020		9/2/2020	At the intersection of Cockrell Hill @ Water St stop sign pole was ran over. Need to concrete new pole and replace the stop sign and street signs
Street Department	COCKRELL HILL RD	9/10/2020	9/14/2020		9/10/2020	Trim over hanging tree limbs hitting cars Siverwood @ Cockrell Hill
Street Department	105 COCKRELL HILL RD RD	9/14/2020	9/14/2020			Extend new paved side walk up to new public works building
Street Department	OVILLA RD	9/14/2020	9/14/2020			cut down bamboo by Pickard bridge & Ovilla car wash
Street Department	105 COCKRELL HILL RD RD	9/14/2020	9/14/2020			trim tree limbs back and cut out vines and brush out of fence line by walk in door gate water tower
Street Department	105 COCKRELL HILL RD RD	9/15/2020	9/16/2020		9/15/2020	stop sign ran over due to car wreck 664 @ Ovilla Creek Ct.
Street Department	105 COCKRELL HILL RD RD	9/16/2020	9/16/2020			Purchase paint to spray 40' container
Street Department	105 COCKRELL HILL RD RD	9/16/2020	9/16/2020			load and haul asphalt millings from ground storage to the new pole barn (elevated tower)
Street Department	105 COCKRELL HILL RD RD	9/23/2020	9/23/2020			pick up loads of road base to spread inside pole barn bays and out in front of pole barn
Street Department	105 COCKRELL HILL RD RD	9/23/2020	9/23/2020			Take down front section of fence at the water tower to prep for new panel fence.
Street Department	105 COCKRELL HILL RD RD	9/24/2020	9/24/2020			Set pole and install no truck sign 105 Cockrell Hill
Street Department	105 COCKRELL HILL RD RD	9/24/2020	9/24/2020			Take 2011 Chevy, 1998 Ford dump truck, Crack Seal trailer for inspections.
Street Department	105 COCKRELL HILL RD RD	9/25/2020	9/25/2020			Patch pot holes Johnson, Joe Wilson, Malloy

Water/Wastewater	204 THORNTREE DR	9/2/2020	9/2/2020		9/4/2020	PLEASE GET REREAD FOR CUSTOMER, THEY ARE STATING HIGH BILL
Water/Wastewater	101 COPPERFIELD CT	9/3/2020	9/3/2020		9/10/2020	Needs water lines marked in backyard. Scott Preston 318-560-0841
Water/Wastewater	103 COCKRELL HILL RD	9/3/2020	9/3/2020		9/4/2020	PLEASE GET A READING FOR THIS ADDRESS.
Water/Wastewater	201 BROOKWOOD CT	9/8/2020	9/8/2020			NEIGHBOR CALLED AND REPORTED LEAK ON CITY SIDE. STATED WE HAVE BEEN OUT PRIOR TO FIX IT BUT APPARENTLY NOT FIXED AND GETTING WORSE.



Water/Wastewater	202 SPLIT ROCK TER	9/8/2020	9/9/2020			<p>Hello, my name is Kristen Smith and I live at 202 Split Rock Terrace in Ovilla. We have been without water for hours today, and have had no communication from the City to expect this outage, or even to let us know how long it will be before water service is restored. I have signed up for text alerts, but have received nothing about this. Water Outrage is not a typo. We are seriously disappointed that in 2020 we have to live like it's 1950 and the well ran dry. Our city taxes have increased, as have our water/garbage collection bills and have yet to learn what the 'impound fee' is, so I'd like an answer to that as well. There is nothing on the City's website explaining this water outage, or how long it's going to last. Had we been notified, we could have made provisions to ride the outage out, but that courtesy was not extended to us. So now, it's a sink of dirty breakfast dishes, inability to flush the toilets or do the family laundry. Oh, and it's a pandemic so we can't even wash our hands. I guess we'll fix lunch after dousing ourselves in hand sanitizer. Great way to live.</p> <p>I expect a call or text to 214-226-7483 or the courtesy of a reply by email.</p> <p>Due to the pandemic, even though I live less than 2 miles from City Hall, I can't deliver my water payment to the Night Drop Off site. Nope, now I have to incur the additional cost of postage, go out of my way to a post office, have the payment sent up to Dallas and then ricocheted back to Ovilla, and hope it is not lost in the mail or delayed and received late.</p> <p>Please advise ASAP when we may expect to have the basic necessity of water service flowing from our taps.</p> <p>Thank you</p>
Water/Wastewater	749 COCKRELL HILL RD	9/9/2020	9/9/2020		9/10/2020	Customer called stating his water was cloudy/murky.
Water/Wastewater	919 COCKRELL HILL RD	9/10/2020	9/10/2020		9/11/2020	CUSTOMER CALLED STATING WATER LOOKED MURKY, GREEN/ALGAE LOOKING, 'AIR IN PIPES' & SPIDERS/BUGS IN THE WATER.
Water/Wastewater	622 CARDINAL DR	9/10/2020	9/10/2020		9/11/2020	PLEASE GET READING FOR NEW CUSTOMER
Water/Wastewater	105 COCKRELL HILL RD RD	9/11/2020	9/11/2020		9/11/2020	
Water/Wastewater	839 E MAIN ST	9/11/2020	9/11/2020	9/11/2020	9/14/2020	Please get reading today 9-11
Water/Wastewater	103 NOB HILL LN	9/11/2020	9/11/2020		9/14/2020	please get reading for new customer ***September 11***
Water/Wastewater	719 WESTMORELAND RD	9/11/2020	9/11/2020		9/14/2020	PLEASE GET READING FOR NEW CUSTOMER ***SEPTEMBER 11TH***
Water/Wastewater	201 SPLIT ROCK TER	9/14/2020	9/14/2020			PLEASE GET FINAL READING FOR CUSTOMER ON ***9/30/20***
Water/Wastewater	320 WILLOW CREEK LN	9/15/2020	9/15/2020		9/18/2020	water leak on the service line will need to be dug up and repaired
Water/Wastewater	326 WILLOW CREEK LN	9/15/2020	9/15/2020		9/16/2020	water leak on the service line will need to be dug up and repaired
Water/Wastewater	719 WESTMORELAND RD	9/15/2020	9/15/2020		9/15/2020	customer call in to have water shut off due to leak inside
Water/Wastewater	SHILOH RD	9/15/2020	9/16/2020		9/15/2020	The contractor performed a pressure test, mandrel test and they also video inspected the sewer main.
Water/Wastewater	WESTMORELAND RD	9/15/2020	9/16/2020		9/15/2020	C.W. Young will be requesting survey stakes for later this week.
Water/Wastewater	912 COCKRELL HILL RD	9/16/2020	9/16/2020		9/18/2020	check meter for accuracy and leak
Water/Wastewater	WILLOW CREEK LN	9/16/2020	9/16/2020		9/16/2020	Door tag passed out to water customers in the 300 block of willow creek lane informing them on the water main shut down for repair that's happening on Friday September 18th 2020 at 9:00 am
Water/Wastewater	105 COCKRELL HILL RD RD	9/16/2020	9/16/2020		9/17/2020	PLEASE SEE ATTACHED FOR REREAD LIST FOR SEPTEMBER 2020
Water/Wastewater	105 COCKRELL HILL RD RD	9/16/2020	9/16/2020	9/21/2020		PLEASE SEE ATTACHED FOR SEPTEMBER 2020 REPAIR LIST
Water/Wastewater	622 GREEN MEADOWS LN	9/17/2020	9/17/2020	9/17/2020	9/21/2020	<p>CUSTOMER CALLED STATING WATER LEAKING IN METER</p> <p>9/21/2020 Customer call saying he has not received a return call about this. Please call his cell 214-924-6221.</p>

Water/Wastewater	102 WOODLANDS CT	9/17/2020	9/17/2020		9/17/2020	CUSTOMER CALLED STATING SHE NEEDS A NEW LID THAT SHE HAD REPORTED IT MONTHS AGO BUT NEVER RECEIVED ONE.
Water/Wastewater	106 ASHBURNE GLEN LN	9/17/2020	9/17/2020		9/18/2020	PLEASE REPLACE LID, CUSTOMER STATED ITS BROKEN
Water/Wastewater	105 COCKRELL HILL RD RD	9/21/2020	9/21/2020		9/21/2020	Pull sewer pump at Heritage Park and clean clog
Water/Wastewater	105 COCKRELL HILL RD RD	9/17/2020	9/21/2020			Had four concrete flumes framed and poured in front of boxed culverts at the intersection of Westlawn & Willowwood
Water/Wastewater	105 COCKRELL HILL RD RD	9/21/2020	9/21/2020			709 Buckboard need to jet out culvert
Water/Wastewater	219 LARIAT TRL	9/21/2020	9/21/2020		9/21/2020	Please replace water meter lid
Water/Wastewater	622 JOHNSON LN	9/21/2020	9/21/2020		9/21/2020	Please replace water meter lid.
Water/Wastewater	914 COCKRELL HILL RD	9/21/2020	9/21/2020		9/21/2020	Please replace water meter lid
Water/Wastewater	904 COCKRELL HILL RD	9/21/2020	9/21/2020		9/21/2020	Please replace water meter lid
Water/Wastewater	103 COCKRELL HILL RD	9/17/2020	9/21/2020		9/17/2020	1inch water service line needs to be moved
Water/Wastewater	105 COCKRELL HILL RD RD	9/22/2020	9/22/2020		9/22/2020	Bring empty chlorine bottles back to shop to be picked up by DCP
Water/Wastewater	604 GEORGETOWN RD	9/22/2020	9/22/2020		9/22/2020	check for leak
Water/Wastewater	607 GEORGETOWN RD	9/22/2020	9/22/2020		9/22/2020	Check for meter leak
Water/Wastewater	611 MALLOY RD	9/22/2020	9/22/2020		9/22/2020	Check for meter leak
Water/Wastewater	621 MEADOW LARK DR	9/22/2020	9/22/2020		9/22/2020	Check for meter leak
Water/Wastewater	609 CARDINAL DR	9/22/2020	9/22/2020			Check for meter leak
Water/Wastewater	303 E UNIVERSITY ST	9/22/2020	9/22/2020		9/22/2020	Check for meter leak
Water/Wastewater	105 COCKRELL HILL RD RD	9/22/2020	9/22/2020		9/22/2020	replace meter lid at 103 Slippery Rock Court
Water/Wastewater	105 COCKRELL HILL RD RD	9/22/2020	9/22/2020			Check for meter leak at 608 Buckboard St. it's a 3/4 inch straight stop that needs to be replaced
Water/Wastewater	105 COCKRELL HILL RD RD	9/22/2020	9/23/2020		9/23/2020	Pot hole and mark 4 in water line at elevated tower
Water/Wastewater	105 COCKRELL HILL RD RD	9/23/2020	9/23/2020		9/23/2020	get meter reading at 614 Johnson Lane
Water/Wastewater	302 THORNTREE DR	9/23/2020	9/24/2020			PLEASE GET READING ***OCTOBER 5TH***
Water/Wastewater	105 COCKRELL HILL RD RD	9/24/2020	9/24/2020	9/24/2020		start Monthly dead end hydrant flushing list
Water/Wastewater	107 ELMWOOD DR	9/24/2020	9/24/2020		9/25/2020	PLEASE GET FINAL READING FOR CUSTOMER ***9/24/2020***
Water/Wastewater	406 OVILLA OAKS	9/25/2020	9/25/2020		9/25/2020	PLEASE GET READING FOR NEW CUSTOMER ***9/25/20***
Water/Wastewater	806 JOHNSON LN	9/25/2020	9/25/2020		9/25/2020	check for leak and why there is no water at this residents
Water/Wastewater	204 LARIAT TRL	9/25/2020	9/25/2020			PLEASE GET READING FOR NEW CUSTOMER ***OCTOBER 15TH***
Water/Wastewater	108 OAK FOREST LN	9/28/2020	9/28/2020		9/29/2020	PLEASE CHECK METER FOR LEAK CUSTOMER HAD REPAIRS DONE.
Water/Wastewater	607 MEADOW LARK DR	9/30/2020	9/30/2020			Please replace meter lid
Water/Wastewater	105 COCKRELL HILL RD RD	9/30/2020	9/30/2020			PLEASE TAKE BILLS TO POST OFFICE BY 3PM 9/30/30
Water/Wastewater	105 COCKRELL HILL RD RD	9/30/2020	9/30/2020			PLEASE TAKE BILLS TO POST OFFICE BY 3PM 9/30/30



SEPTEMBER 2020 BUILDING PERMITS

Date Issued	Applicant First Name	Applicant Last Name	Property Address	Date Approved	Permit Number	Description of Work	Valuation Bldg	Valuation Bldg w Land	BV Project No	Fee Building Permit	Fee Capital Recovery	Fee Fire Meter	Fee Park Impact	Fee Plan Review	Fee Sewer Connection	Fee Sewer Impact	Fee Water Impact	Fee Water Meter Cost	Fees Due	Living Sq Ft	Total Sq Ft	Property County
9/25/2020	GARY	BUSBY	621 CARDINAL DR	3/25/2020	2020-0399	REPLACING OLD FENCE	750	0		50	0	0	0	0	0	0	0	0	50	0	0	ELLIS
9/29/2020	LOUIS	WAGGONER	741 WESTMORELAND RD	7/20/2020	2020-0490	New fence installation	300000	350000		25	0	0	0	0	0	0	0	0	25	0	0	ELLIS
9/1/2020	PREMIER FENCE		7201 CHERRY LN	8/27/2020	2020-0584	INSTALL 6" CEDAR FENCE	3000	0		50	0	0	0	0	0	0	0	0	50	0	0	ELLIS
9/3/2020	Charley	Duncan	115 CLAREMONT DR	9/1/2020	2020-0585	new pool build	293000	368000	2020-016455	736.53	0	0	0	0	0	0	0	0	736.53	0	0	ELLIS
9/4/2020	KIM	CORDIA	7030 CEDAR CT	9/1/2020	2020-0593	NEW IN GROUND SWIMMING POOL	50000	0		700.69	0	0	0	0	0	0	0	0	700.69	0	0	ELLIS
9/16/2020	JUSTIN	BRIGHT	527 SAVANNAH	9/1/2020	2020-0595	INGROUND SWIMMING POOL	65000	0		815.03	0	0	0	0	0	0	0	0	815.03	0	0	ELLIS
9/17/2020	JASON	MARTIN	612 FOREST EDGE LN	9/10/2020	2020-0596	tie onto existing tab 18x30, and tie into existing roof. With electrical. Install wood burning fireplace	15000	0		273.19	0	0	0	0	0	0	0	0	273.19	0	0	ELLIS
9/3/2020	CHARLES	WICKERSHAM	307 COCKRELL HILL RD	9/2/2020	2020-0597	Replace worn out and deteriorated wooden fencing spars and pickets.	1500	0		25	0	0	0	0	0	0	0	0	25	0	0	ELLIS
9/3/2020	ROBERT	LOPEZ	612 MEADOW LARK DR	9/2/2020	2020-0600	INSTALL 20 X 20 ATTACHED CARPORT FOR CAR PROTECTION	34195	0		40	0	0	0	0	0	0	0	0	40	0	0	ELLIS
9/22/2020	KING POOLS INC		144 CLAREMONT DR	9/22/2020	2020-0601	SWIMMING POOL	35000	0	2020-016972	536.59	0	0	0	0	0	0	0	0	536.59	0	0	ELLIS
9/3/2020	DULWORTH SEPTIC		113 OAKWOOD LN	9/2/2020	2020-0602	INSTALL SEPTIC	0	0		275	0	0	0	0	0	0	0	0	275	0	0	ELLIS
9/23/2020	RANDY	WIMPY	BROADMOOR ESTATE PH	9/11/2020	2020-0605	RETAINING WALLS	36432.5	0		25	0	0	0	0	0	0	0	0	25	0	0	ELLIS
9/29/2020	LORENDIA	GRACE	101 HUMMINGBIRD LN	9/23/2020	2020-0606	16x30 shed	25000	25000	2020-018099	420.19	0	0	0	0	0	0	0	0	420.19	480	480	ELLIS
9/22/2020	DAVID	JOHNSON	303 OVILLA OAKS DR	9/16/2020	2020-0607	INSTALL 1 FAN 2 PLUGS 1 SWITCH	850	0		100	0	0	0	0	0	0	0	0	100	0	0	ELLIS
9/17/2020	KARA	HENDRIX	107 SILVERWOOD DR	9/16/2020	2020-0608	ACCESSORY BUILDING	14100	0		40	0	0	0	0	0	0	0	0	40	0	0	ELLIS
9/22/2020	ABRAHAM	SBYTI	144 SUBURBAN DR	9/21/2020	2020-0612	INSTALL 4 TON 15KW HORIZ AIR HANDLER , TOTAL COST OF JOB:\$1,000.00	1000	0		125	0	0	0	0	0	0	0	0	125	0	0	ELLIS
9/22/2020	MARK	MCGAUGHY	309 WILLOW CREEK LN	9/22/2020	2020-0613	replacing 50 gallon electric water heater	2000	0		100	0	0	0	0	0	0	0	0	100	0	0	ELLIS
9/23/2020	JAMES	HUSACK	508 BRUCE CT	9/23/2020	2020-0614	14 X 20 X 14' 10" SHED FOR STORAGE	6962	0		40	0	0	0	0	0	0	0	0	40	0	0	ELLIS
9/29/2020	LORENDIA	GRACE	101 HUMMINGBIRD LN	9/28/2020	2020-0615	Replace 6ft wood fence with 8ft cedar wood fence.	0	0		25	0	0	0	0	0	0	0	0	25	0	0	ELLIS