

# City of OVILLA City Council

Rachel Huber, Place One  
Dean Oberg, Place Two

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

Doug Hunt, Place Four  
Michael Myers, Place Five

Monday, January 11, 2021

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 Monday, January 11, 2021 at 6:30 P.M. via teleconference, for the purpose of considering the following items:

### SUPPLEMENTAL NOTICE OF MEETING BY TELEPHONE CONFERENCE:

In accordance with order of the Office of the Governor issued March 16, 2020, the City Council of the CITY OF OVILLA will conduct the meeting scheduled at 6:30 PM, Monday, January 11, 2021, 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: 948 7664 5396

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

<https://zoom.us/j/94876645396>

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.

### CALL TO ORDER

- Invocation – led by PL4 Hunt
- US. Pledge of Allegiance and TX Pledge – led by PL2 Oberg

### ANNOUNCEMENTS, PRESENTATIONS, COMMENTS, PROCLAMATIONS

#### 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.

### 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. Joint Election Contract for Election Services between the Elections Administrator of Ellis County and the City of Ovilla May 1, 2021

# City of *OVILLA* City Council

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Dean Oberg, Place Two*

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David Griffin, Place Three, Mayor Pro Tem*

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

- 
2. Annual Master Agreement with Dallas County approving Resolution R2021-01
  3. Annual Interlocal Agreement with Ellis County Road and Bridge
  4. Annual Review and acceptance of Investment Policy
  5. Regular Meeting Minutes 2020.12.14

## REGULAR AGENDA

- ITEM 1.**     **DISCUSSION/ACTION** – PZ21.01 – Receive recommendation from the Planning and Zoning Commission to consider and act on an application for a Specific Use Permit, to open and operate *Tiverton Bakeshop* located at 839 E. Main Street, Ovilla, TX, 75154, filed by owner of said property Pamilee Koval, and operator Julie Weyand, to include consideration and action to waive the survey requirement.
- ITEM 2.**     **DISCUSSION/ACTION** – Consideration of and action on the creation of a Comprehensive Land Use Plan Review Committee to review and update the City of Ovilla Comprehensive Land Use Plan (CLUP).
- ITEM 3.**     **DISCUSSION/ACTION** – Consideration of and action on Resolution R2021-02, of the City Council of the City of Ovilla, Texas for candidate nomination for the Ellis Appraisal District Board of Directors vacancy for the Year 2021.
- ITEM 4.**     **DISCUSSION/ACTION** – Consideration of and Action on Ordinance 2021-01 of the City Council of the City of Ovilla, Texas, authorizing a general election to be held on May 01, 2021 for the purpose of electing Mayor and two council members (Places 2 and 4) for expired terms by the qualified voters of Ovilla; establishing procedures for the election; providing for other matters incident and related to the election; providing for publication; providing a severability clause; and providing an effective date.
- DISCUSIÓN/ACCIÓN** – Consideración de una Acción a partir de la Ordenanza 2021-01 una elección general a llevarse a cabo el 1 de mayo de 2021 con el objetivo de elegir al alcalde y dos miembros del concejo (plazas 2 y 4) por plazos expirados por los votantes calificados de ovilla; estableciendo procedimientos para la elección; proporcionando otros asuntos incidentales y relacionados con la elección; proporcionando para publicación; proporcionando una cláusula de separabilidad; y proporcionando una fecha de entrada en vigencia.
- ITEM 5.**     **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2021-02 of the City of Ovilla, Texas, repealing and replacing Chapter 13, Article 13.03 (water and wastewater), Division 2 (water service), Section 13.03.043 (billing date, delinquent date and disconnect date) of the Code of Ordinances of the City of Ovilla; providing new regulations pertaining to water utility billing; providing a billing due date, delinquency date and providing for discontinuance and disconnection of service; amending appendix a (fee schedule), article 7, section a7.003(c) (other charges) of the Code of Ordinances, providing a payment extension plan fee; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.
- ITEM 6.**     **DISCUSSION/ACTION** – Consideration of and action on whether to direct staff to prepare a Request for Qualifications (RFQ) for city engineering services and to solicit responses for Council consideration.
- ITEM 7.**     **DISCUSSION/ACTION** – Consideration of and action on a Council appointed committee to serve on the Engineering RFQ Review Committee.

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- ITEM 8. **DISCUSSION/ACTION** – Consideration of and action on Ordinance 2021-03 of the City of Ovilla, Texas, repealing Article 3.08 (tourist courts, tourist camps and house trailer parks); repealing Appendix Section A4.004 (license fee for tourist court, tourist camp or house trailer park); amending Chapter 6, Article 6.03 (minimum standards of sanitation and health protection) to eliminate the definition and references to “tourist courts;” providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.
- ITEM 9. **DISCUSSION** – Discuss and review staff’s recommendations for the safe reopening of the city facilities.
- ITEM 10. **DISCUSSION/ACTION** – Consideration of any item(s) pulled from the Consent Agenda for individual consideration and action.

## STAFF REPORTS

- **Department Activity Reports / Discussion**
  - Police Department Chief B. Windham
  - Fire Department Chief B. Kennedy
  - Public Works Departments Public Works Director J. Kuykendall
    - 1. Construction/Development Reports
    - 2. Water/wastewater
    - 3. Streets
    - 4. Parks
    - 5. Monthly Code/Animal Control Reports Code/AC Officer M. Dooly
  - Administration
    - 1. Financials (non-reconciled) Finance Director Sharon Jungman
      - a) Monthly Municipal Court Report
    - 2. 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.*

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

- ES ITEM 1. **DISCUSSION/ACTION** – Deliberate the appointment, employment, evaluation, reassignment and/or duties of the City Manager.
- ES ITEM 2. **DISCUSSION/ACTION** – Deliberate the appointment, employment, evaluation, reassignment and/or duties of the Police Chief.

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

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

# City of *OVILLA* City Council

Rachel Huber, Place One  
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## ADJOURNMENT

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the January 11, 2021 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 8th day of January 2021 prior to 6:00 p.m., in compliance with Chapter 551, Texas Government Code.

  
G Miller, City Secretary

DATE OF POSTING: 1.8.2021 TIME: 3:00 am/pm  
DATE TAKEN DOWN: \_\_\_\_\_ TIME: \_\_\_\_\_ am/pm



01.11.2021

## Consent Items C1-C5

To  
Honorable Mayor  
and Council

From  
Staff

1. Joint Election Contract for Election Services between the Elections Administrator of Ellis County and the City of Ovilla
2. Annual Master Agreement with Dallas County approving Resolution R2021-01
3. Annual Interlocal Agreement Between Ellis County Road and Bridge
4. Review and accept current Investment Policy
5. Regular Meeting Minutes 2020.12.14

CC  
Applicable  
Departments

### BACKGROUND AND JUSTIFICATION:

**C1:** Joint Election Contract for Election Services between the Elections Administrator of Ellis County and the City of Ovilla. Ovilla's fee to Ellis County Elections Administration to assist and manage the countywide voting (\$2500) is included in this contract.

**STAFF RECOMMENDATION:** Staff recommends approval

**C2:** Annual Master Agreement: Dallas County Road

The Interlocal Cooperation Contract between County of Dallas and the City of Ovilla is an annual agreement; Resolution R2021-01

**STAFF RECOMMENDATION:** Staff recommends approval

**C3:** Ellis County Road and Bridge Annual Renewal.

The Interlocal Cooperation Contract between County of Ellis and the City of Ovilla is an annual agreement for Road/Bridge.

**STAFF RECOMMENDATION:** Staff recommends approval.

**C4:** Annual Review and acceptance of Investment Policy

Staff has conversed with Boyd London and his staff (Hilltop Securities) for review and advice if any necessary updates to the Investment Policy were needed. The last Policy was updated in May 2020, approved with Resolution R2020-09 and is still current. The Ovilla Code requires staff to present and review the policy annually.

**STAFF RECOMMENDATION:** Staff recommends approval

**C5:** Regular Meeting Minutes 2020.12.14

**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)





**May 1, 2021  
Joint Election  
Contract for Election Services**

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# **May 1, 2021 Joint Election**

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Exhibit B.....	Election Day Polling Locations
Exhibit C.....	Cost of Services
Exhibit D.....	List of Political Subdivision Races on Ballot



**THE STATE OF TEXAS                    §            JOINT CONTRACT FOR**  
**ELLIS COUNTY                            §            ELECTION SERVICES**

**BY THE TERMS OF THIS CONTRACT** made and entered into by and between the following  
**AS OF January 4, 2021** subject to cancelation of an election:

CITY OF ALMA  
CITY OF BARDWELL  
CITY OF CEDAR HILL  
CITY OF ENNIS  
CITY OF FERRIS  
CITY OF GARRETT  
CITY OF GRAND PRAIRIE  
CITY OF ITALY  
CITY OF MAYPEARL  
CITY OF MIDLOTHIAN  
CITY OF MILFORD  
CITY OF OAK LEAF  
CITY OF OVILLA (INCLUDES DALLAS COUNTY PORTION)  
CITY OF PALMER  
CITY OF PECAN HILL  
CITY OF RED OAK  
CITY OF VENUS  
CITY OF WAXAHACHIE  
ENNIS INDEPENDENT SCHOOL DISTRICT (INCLUDES NAVARRO COUNTY PORTION)  
FERRIS INDEPENDENT SCHOOL DISTRICT (INCLUDES DALLAS COUNTY PORTION)  
ITALY INDEPENDENT SCHOOL DISTRICT  
MAYPEARL INDEPENDENT SCHOOL DISTRICT  
MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT  
MILFORD INDEPENDENT SCHOOL DISTRICT (INCLUDES HILL COUNTY PORTION)  
PALMER INDEPENDENT SCHOOL DISTRICT  
RED OAK INDEPENDENT SCHOOL DISTRICT  
WAXAHACHIE INDEPENDENT SCHOOL DISTRICT

hereinafter referred to as "Participating Political Subdivisions" and JANA ONYON, Elections Administrator of Ellis County, Texas, hereinafter referred to as "County Election Officer", pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the May 1, 2021 Joint Election.



**THIS AGREEMENT** is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

**I. DUTIES AND SERVICES OF COUNTY ELECTION OFFICER.** The County Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The County Election Officer shall arrange for notification (including writ of election), training and compensation of all presiding judges, alternate judges, clerks for the polling site, Central Counting Station and early voting ballot board.

- a. The County Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge, Central Counting Station and Ballot Board of his or her appointment. The presiding election judge of each polling place, will use his/her discretion to determine when additional manpower is needed during peak voting hours and notify the County Election Officer. The recommendations of the Participating Political Subdivisions will be the accepted guidelines for the number of clerks to work in each polling place. Election judges and early voting personnel shall be secured by the County Election Officer using the recommended names provided by the Participating Political Subdivisions by February 12, 2021. Any open positions will be filled using regular county election workers.
- b. Election judges, Alternate judges, Clerks and Student Clerks shall all attend the County Election Officer's school of instruction. (Date and location to be determined)
- c. Election judges shall be responsible for picking up from and returning election supplies to the County Election Officer. (Date to be determined). Compensation for this pickup and delivery of supplies will be \$25.00.
- d. The County Election Officer shall compensate each election judge and election worker. Compensation will be based on what the county pays and has been approved in Commissioner's Court unless arranged otherwise. Early voting presiding officer shall receive \$10.50 per hour and clerks shall receive \$9.00 per hour for services. Each election day judge shall receive \$10.50 per hour for services rendered; each alternate judge shall receive \$9.50 per hour for services; and clerk shall receive \$9.00 per hour for services. Ballot Board, Central Counting Station Presiding judge and alternate shall receive the same as for Election Day judge and alternate for services. Each worker that attends training class shall receive up to 2 hours of pay. Overtime



will be paid to each person working over 40 hours per week. All other required and additional expenses by law shall be paid. (ie: FICA, Medicaid, etc.)

- B. The County Election Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.
- a. Each Participating Political Subdivisions agrees that voting at the Joint Election will be by use of Election Systems and Software ExpressVote marking devices and DS200 Precinct Scanner/Tabulators voting system approved by the Secretary of State in accordance with the Texas Election Code. Procedures will be in accordance with the Texas Election Code and decided by the County Election Officer.
  - b. The County Election Officer shall secure election kits which include the legal documentation required to hold an election.
  - c. The County Election Officer shall secure all tables and chairs required to hold an election.
  - d. The County Election Officer shall provide all lists of registered voters for use on Election Day and for the early voting period as mandated by law. Laptop computers will be used to qualify voters for the early voting period and on Election Day. A second laptop computer with the list of registered voters will be provided as back-up in each Early Voting and Election Day polling place.
  - e. The County Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
    1. Equipment includes the DS200 voting machines (1 per site), ADA ExpressVote marking devices (5 or more per site), ballot box, voting signs, carts and laptop computers.
    2. Supplies include election forms, ballots, labels, extension cords, pens, tape, markers, ballot pens, required signage, totem display poles, name tags, etc.
- C. The County Election Officer, Jana Onyon, shall be appointed the Early Voting Clerk by the Participating Political Subdivisions.
- a. The County Election Officer shall supervise and conduct Early Voting by mail and in person.



- b. Early Voting by personal appearance for the said Election shall be conducted during the time period and at the locations listed in Exhibit "A", attached and incorporated by reference into this contract. Cities are required to have 2 days of 12 hour voting and those will be the last 2 days of early voting.
- c. Any qualified voter for the Joint Election may vote early by personal appearance at any of the Early Voting locations within Ellis County. Elections Office 204 E Jefferson Street, Waxahachie, TX 75165 serves as the Main Location.
- d. Some Participating Political Subdivisions have requested additional Early Voting sites pending their participation, therefore Exhibit "A" is subject to change if any of the Participating Political Subdivisions cancel their election.
- e. All applications for an Early Voting mail ballot shall be received and processed by the Ellis County Elections Administration Office.
  - 1. Application for mail ballots erroneously mailed to the Participating Political Subdivisions shall immediately be faxed to the County Election Officer for timely processing. The original application shall then be forwarded by mail to the County Election Officer for proper retention.
  - 2. Absentee Application (Regular or Federal Postcard) for ballot by mail shall be mailed to:  
**Jana Onyon, Early Voting Clerk,**  
**204 E Jefferson Street, Waxahachie, Tx 75165**  
**or faxed to 972-923-5194**  
**or email a scanned copy of signed application to elections@co.ellis.tx.us**  
**(If faxed or emailed, then we must receive original application within 4 days)**  
**Application for ballot by mail must be received no later than close of business on Tuesday, April 20, 2021.**
  - 3. All Federal Post Card Applicants (FPCA) and Annual Mail Ballot Applicants will be sent a mail ballot with required notices.
- f. All Early Voting ballots (those cast by mail/absentee) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas



Election Code. The presiding judge of this Board shall be appointed in the same manner as election workers according to this contract.

D. The County Election Officer shall arrange for the use of all Election Day and Early Voting Vote Center polling places.

- a. The Participating Political Subdivisions shall assume the responsibility of remitting the shared cost of all employee services required to provide access, provide security or provide custodial services for the polling locations.
- b. The Early Voting Vote Center polling locations are listed in Exhibit "A", attached and incorporated by reference into this contract.
- c. The Election Day Vote Center polling locations are listed in Exhibit "B", attached and incorporated by reference into this contract.
- d. Some Participating Political Subdivisions have requested additional Vote Centers pending their participation, therefore Exhibit "A" and "B" is subject to change if any of the Participating Political Subdivisions cancel their election.
- e. Any qualified voter for the said Election may vote during Early Voting or Election Day by personal appearance at any of the Vote Center locations within Ellis County.
- f. If a Runoff Election is needed, the Participating Political Subdivisions will work together to choose the Early Voting and Election Day Vote Center locations to best serve their voters in their territory according to the Election Code and/or this contract.

E. The County Election Officer shall be responsible for establishing and overseeing the tabulation of the early voting and election day voted ballots by the Central Counting Station Personnel. Ballots shall be tabulated in accordance with Section 127.001 of the Texas Election Code and of this agreement.

- a. The County Election Officer shall prepare, test and run the county's tabulation system in accordance with statutory requirements and policies. The tabulation system will be used on Election Night at the Elections Office.
- b. The Public Logic and Accuracy Test (L&A) of the electronic voting system shall be



conducted. County Election Officer will publish required notice in local newspaper of time and place as required by the election code.

- c. Election night reports will be available to the Participating Political Subdivisions at 7pm on election night on the Ellis County website ([www.co.ellis.tx.us/elections](http://www.co.ellis.tx.us/elections)). Provisional ballots will be tabulated after election night in accordance with law.
  - d. The County Election Officer shall prepare the unofficial canvass report after all precincts have been counted for election day, provisional ballots, and any overseas ballots that will be tallied after the final deadline to count ballots. This report will be sent to the Participating Political Subdivisions for their canvass.
  - e. The County Election Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 22 months.
    - 1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.
    - 2. The Participating Political Subdivisions can obtain the list of registered voters from the Elections Administration Office after this retention period. Pending no litigation and if the Participating Political Subdivisions does not request the lists, the County Election Officer shall destroy them.
  - f. The County Election Officer shall conduct a manual partial recount as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivisions in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.
- F. The County Election Officer shall post the publication of a "Joint Election Notice" by publishing the notice at least once between the 30<sup>th</sup> day and the 10<sup>th</sup> day before the election the proper methods with the proper media in accordance with the Texas Election Code (Sec. 4.003(a)(1)). Newspapers will be agreed upon by the Participating Political Subdivisions based on current publishing customs by each Participating Political Subdivisions. The Participating Political Subdivisions shall send the publication of the "Election Notice" to the Contracting Office to place it on the Elections website in accordance to the Texas Election Code (Sec. 4.008)



**II. DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISIONS.** The Participating Political Subdivisions shall assume the following responsibilities:

- A. The Participating Political Subdivisions shall prepare the election orders resolutions, notices, justice department submissions (if required), official canvass and other pertinent documents for adoption by the appropriate office or body. The Participating Political Subdivisions shall handle the candidate filing process and packets that are required by law. The Participating Political Subdivisions assume the responsibility of posting required notices and likewise promoting the schedules for Early Voting and Election Day.
- B. The Participating Political Subdivisions if recent changes have been made, shall provide the County Election Officer with an updated map and street index of their jurisdiction in an electronic or printed format as soon as possible but no later than Monday, February 1, 2021, if any changes have occurred since the last election the county has held for your entity.
- C. The Participating Political Subdivisions shall procure and provide the County Election Officer with the ballot layout and Spanish interpretation in an electronic format (word.doc preferred).
  - 1. The Participating Political Subdivisions shall deliver to the County Election Officer as soon as possible after the election has been ordered any proposition wording in English and Spanish. Candidate names should be given after the drawing. Should receive all information no later than Wednesday, February 17, 2021.
  - 2. Exhibit "D" is provided with a listing of races and/or propositions on the ballot for each Participating Political Subdivisions pending any additions, cancellations, or withdrawals.
  - 3. The Participating Political Subdivisions shall approve the "blue line" ballot format prior to printing.
- D. The Participating Political Subdivisions shall post the publication of the "Election Order" and "Election Notice" by the proper methods with the proper media in accordance with the Texas Election Code. Additional publications would be handled by the Political Subdivisions to meet any special posting requirements during special elections. (See Section I part F of this contract)



- E. The Participating Political Subdivisions shall compensate the County Election Officer for any additional verified cost incurred in the process of running this election or for a manual recount this election may require, or for a required runoff election consistent with charges and hourly rates shown on Exhibit "C" for required services.
- F. The Participating Political Subdivisions shall submit this signed contract and pay the County Election Officer a deposit of 80% of the estimated cost to run the said election prior to Friday, March 26, 2021. The County Election Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

The Deposit should be delivered within the mandatory time frame to:

**Ellis County Treasurer  
Att. Cheryl Chambers  
109 S. Jackson Street  
Waxahachie, Texas 75165**

Made payable to: "Ellis County Treasurer" with the note "for election services" included with check documentation.

The signed contract should be delivered or mailed to:

**Ellis County Elections  
Attn: Jana Onyon  
204 E Jefferson Street  
Waxahachie, Texas 75165**

- G. The Participating Political Subdivisions shall pay any additional cost and/or remaining final cost of conducting said election or any required runoff elections pursuant to the Texas Election Code, Section 31.100, within 30 days from the date the final billing was received.

### **III. COST OF SERVICES.      See Exhibit "C."**

- A. All actual shared cost incurred in the conduct of the election will be divided by the Participating Political Subdivisions contracting with the County Election Officer to hold the said election. If one of the Participating Political Subdivisions cancels their election, the full cost of the election will be the responsibility of the remaining Participating Political Subdivisions.



- B. An addendum of Exhibit "C" to the contract shall be provided to the remaining participating Political Subdivisions no later than five (5) business days after receipt of any Political Subdivisions notification of intent to withdraw in writing by Ellis County.
- C. If a Runoff Election is required, all cost will be billed to the Participating Political Subdivisions. Runoff Election will be held on Saturday, June 5, 2021 (subject to changes), if required.

#### **IV. GENERAL PROVISIONS.**

- A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the said Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
- B. Upon request, the County Election Officer will provide copies of all invoices and other charges received in the process of running said election for the Participating Political Subdivisions.
- C. If a Participating Political Subdivision cancels an election pursuant to the Texas Election Code, they will not be liable for any further costs incurred by the County Election Officer in conducting the said Election. Notice of a cancelled election should be provided to the County Election Officer as soon as the Participating Political Subdivision has approved it in council meeting.
- D. If any provision of this joint election contract and election services agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.
- E. The Elections Administrator of Ellis County, Texas and all of the contracting authorities of all of the participating political subdivisions listed in this joint election contract and election services agreement represent that each has the full right, power and authority to enter and perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of this Contract has been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Contract.



- F. The County Election Officer shall file copies of this contract with the County Auditor and the County Treasurer of Ellis County, Texas (Sec. 31.099).
- G. Neither party shall be deemed to have breached any provision of this contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond any party's control. The parties are required to use due caution and preventive measures to protect against the effects of a force majeure event, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.
- H. Due to recent concerns, if it is determined by the Ellis County Elections Administrator and the Commissioners Court of Ellis County that the health and safety of the Ellis County employees, poll workers, volunteers, and other people involved in conducting an election would be placed in danger by conducting an election according to the terms of this agreement, then the Ellis County Elections Administrator and Commissioners Court of Ellis County, at their sole discretion, may elect not to conduct an election for the political subdivision. If Ellis County elects not to handle the election of a local subdivision due to health and safety concerns, then Ellis County will provide written notice to the political subdivision with sufficient time for the political subdivision to comply with the Election Code. Furthermore, Ellis County will rent the voting equipment, for a reasonable price, to said political subdivision if it chooses to move forward with the election.
- A. All parties agree to comply with Section 2270.002 and Section 2252.152 of the Texas Government Code.



WITNESS BY MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021

\_\_\_\_\_  
Jana Onyon, CERA  
Elections Administrator  
Ellis County, Texas

WITNESS BY MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021

By: \_\_\_\_\_  
Signature Printed Name and Title

Political Subdivision Name: \_\_\_\_\_  
Printed

**MASTER AGREEMENT GOVERNING  
MAJOR CAPITAL IMPROVEMENT PROGRAM**

**THIS MASTER AGREEMENT** is made by and between the City/Town of \_\_\_\_\_, Texas, hereinafter ("City") or ("Town"), and Dallas County, hereinafter ("County"), acting by and through its duly authorized officials, which desire to enter into an Interlocal Agreement, hereinafter ("Master Agreement") for the purpose of transportation improvements on roads inside Dallas County that are in the Dallas County Mobility Plan, hereinafter ("Mobility Plan").

**WITNESSETH**

**WHEREAS**, pursuant to Court Order \_\_\_\_\_, dated \_\_\_\_\_, County Commissioners Court approved participation in Transportation Major Capital Improvement Program ("MCIP") within the cities and towns inside Dallas County; and

**WHEREAS**, the approved MCIP project lists and MCIP funding commitment amounts may be modified, updated or approved by the Commissioners Court on a periodic, as-needed basis; and

**WHEREAS**, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into interlocal agreements; and

**NOW THEREFORE, THIS AGREEMENT** is hereby made and entered into by City/Town and County for the mutual consideration stated herein:

**ARTICLE I. DEFINITIONS**

The following definitions are incorporated into this agreement for all purposes.

- A. **AMENDMENT** shall mean a written document executed by all parties detailing changes, additions or deletions in the Master Agreement.
- B. **AMENITY** shall mean Project features not included in the Standard Basic Project Design including but not limited to street pavers, colored concrete, planters, irrigation, decorative lighting, special signage, or any other feature above and beyond the Standard Basic Project Design or any increase in capacity in excess of County determined requirements based on anticipated future traffic flow.
- C. **CITY/TOWN** shall mean the City/Town of \_\_\_\_\_, Dallas County, Texas.
- D. **CONTEXT SENSITIVE SOLUTIONS ("CSS")** is a collaborative, interdisciplinary approach that involves all stakeholders to develop a transportation facility that fits its physical setting and preserves scenic, aesthetic, historic and environmental resources, while maintaining safety and mobility. CSS is an approach that considers the total context within which a transportation improvement project will exist. CSS principles include the employment of early, continuous and meaningful involvement of the public and all stakeholders throughout the project development process. It is the intent of the Dallas County Public Works Department to

use the essential elements of CSS in all approaches to deliver the project. Some projects will dictate a very intense use of CSS, while others will only use a few of the elements, but the County will always consider CSS.

- E. **COUNTY** shall mean County of Dallas, State of Texas.
- F. **DIRECT PROJECT and PROGRAM COSTS** shall mean those costs that can be identified specifically with a particular project or program cost objective. These costs generally include compensation of employees for the time devoted and identified specifically to the performance of the project or program, cost of materials acquired, consumed or expended specifically for the purpose of the project or program; equipment changes; damage claims and other approved capital expenditures; change orders; travel expenses incurred specifically to carry out the project including, but not limited to, design, right-of-way, road or street drainage, utility relocation and adjustment, and construction. Direct Cost does not include the City/Town or the County's general overhead.
- G. **EFFECTIVE DATE** shall mean the date of the signature of the last person necessary for this Master Agreement to become effective.
- H. **FIVE PHASE PROJECT DELIVERY SYSTEM** shall mean the process for delivering a project from conception to completion as detailed in Attachment A, Project Management Practices Manual ("Practices Manual" or "Attachment A"), which is attached hereto and incorporated herein by reference, as well as any amendments, updates, additions, or supplements thereto, which are also incorporated herein by reference. This Master Agreement references the most current edition of the Practices Manual. Amendments, updates, additions, or supplements may be issued by the Dallas County Public Works Department to the Practices Manual, which may be provided to the city/town on an as-needed basis during the term of this Master Agreement. The five phases of the project delivery system are planning, design, right-of-way, utility clearance, and construction.
- I. **FUNDING AGREEMENT ("FA")** shall mean the agreement between the County and a City/Town to establish a preliminary proposed budget for a project, including the required funding match from the City/Town in an amount equal to or greater than County MCIP funding commitment. As design is completed and the engineering estimate is refined, the Funding Agreement ("FA") shall be incorporated into the Project Specific Agreement ("PSA"). A FA and/or PSA is necessary before beginning engineering design.
- J. **INDIRECT COSTS** shall mean those costs that benefit more than one project and cannot be readily identified with a particular final project or program cost objective. Their precise benefits to a specific project are often difficult or impossible to trace.
- K. **IN-HOUSE PROJECT DELIVERY COSTS ("IHPD")** shall mean all costs associated with the development of the Major Capital Improvement Program (MCIP) "Call for Projects", selection of projects, scoping of projects, project design, property acquisition and construction of projects. Cost Accounting shall include but is not limited to employee time reimbursement, materials, equipment, and other expenditures necessary for the management and continuation of the MCIP.
- L. **INTERLOCAL AGREEMENTS** shall mean contracts or agreements entered into between City/Town and County in accordance with the Texas Government Code, Chapter 791.
- M. **LEAD AGENCY** shall mean that entity responsible for project management, including, but not limited to planning, design, right-of-way acquisition, approved utility relocation or adjustment and construction unless otherwise designated.

- N. **MASTER AGREEMENT (“MA”)** shall mean this document including all incorporated documents, attachments, and exhibits.
- O. **MEMORANDUM OF AGREEMENT (“MOA”)** shall mean a written document that includes, but is not limited to a MOA, MOU, FA, and/or PSA, which incorporates the results of the Preliminary Design Charrette.
- P. **MEMORANDUM OF UNDERSTANDING (“MOU”)** shall mean a written document that includes, but is not limited to a MOA, MOU, FA, and/or PSA, which incorporates the results of the Preliminary Design Charrette.
- Q. **MULTI-MODAL CONNECTIVITY IMPROVEMENTS** shall mean projects which comply with the concepts in the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (“MAP-21”), any supplements and/or amendments thereto, or any future federal transportation acts which increase safety, accessibility, flexibility, efficiency, and enhance the integration and connectivity of the transportation system, across and between modes throughout the County for motorized and non-motorized users.
- R. **ORPHAN ROADS** shall mean all or part of a street or road right-of-way, which are outside the incorporated limits of a municipality (or municipalities) and the incorporated area of the municipality (or municipalities) abuts or extends into the right-of-way. These roadway segments have, in effect, been “orphaned” by the abutting City/Town (or cities) that they serve in that they have been left unincorporated. Thus, the County has primary responsibility for maintenance, operation, enforcement, police and/or emergency services within these unincorporated rights of way.
- S. **PARCEL OR PARCELS** shall mean those portions or part of land and improvements located either wholly or partially thereon, identified by County, City/Town or other stakeholder as required for right-of-way requirements of the Project. Such right-of-way shall include the existing street, road, drainage or other City/Town or County real property ownership and all additional real property to be utilized for the Project.
- T. **PRELIMINARY CONCEPT CHARRETTE (“PCC”)** shall have the same meanings and purposes as the Preliminary Design Charrette, but be conducted very early in the design start, before substantial design is underway. The conditions for which a PCC is appropriate will be determined by the lead agency. Use of CSS will usually mean that a PCC will be conducted, since its use fits perfectly into CSS concepts. Other conditions encountered may dictate the use of a PCC, such as poor soils, presence of unconsolidated solid waste dumps, innovative integration of master planning with project delivery, unusual right-of-way (“ROW”) challenges, budgetary constraints (thus calling for significant Value Engineering efforts), etc. The results of properly using a PCC will be that early consensus will be achieved on a basic approach to the project design and construction, thus avoiding wasted design funding and loss of momentum for project delivery.
- U. **PRELIMINARY DESIGN CHARRETTE (“PDC”)** shall mean meetings of representatives of independent engineers and stakeholders of the contracting parties of the project for the purpose of discussing feasible design alternatives, forging consensus for the selected alternative, and includes entering into a MOA, MOU, FA, and/or a PSA for the overall estimate, alignment, and scope of the project. The PDC will be scheduled when the preliminary design is complete or near completion. This means horizontal and vertical alignment alternatives have been designed, ROW requirements are at least approximately known for each alternative, and the design is 40% to 60% complete. The result of a PDC that is conducted with all the stakeholders present is that it may help assure the project is able to

overcome any challenges with design completion, ROW acquisition, utility design and relocation, and finally, road construction.

- V. **PROJECT MANAGER** shall mean the person appointed by the Lead Agency who is assigned the primary duty for assuring Project Participant coordination and timely project delivery. There will be only one Project Manager assigned to a Project.
- W. **PROJECT PARTICIPANTS/TEAM** shall mean independent representatives from the County, City/Town, and other stakeholders of the contracting parties as may be mutually agreed upon by the County, City/Town, and stakeholders or otherwise with responsibility for delivering the completed Project.
- X. **PROJECT(S)** shall mean the proposed thoroughfare and multi-modal connectivity improvements approved by the Commissioners Court for inclusion in the Transportation MCIP and approved by the City/Town.
- Y. **PROJECT DURATION** shall mean the active life of the Project. Project shall commence with the application for a Project by the City/Town and approval by the Dallas County Commissioners Court. The Project shall be considered complete when construction has been fully completed and the maintenance period has expired or the Project has been terminated in accordance with Article IV of this Master Agreement.
- Z. **PROJECT SPECIFIC AGREEMENT (“PSA”)** shall mean a written agreement subsequent to this Master Agreement, which is entered into to establish the contractual rights and responsibilities of the City/Town and County as it relates to a particular Project. A PSA supersedes a MOA, MOU or FA.
- AA. **RIGHT - OF WAY- (“ROW”)** is a strip of land that is granted, through a ROW deed, an easement or other mechanism, for the Project. ROW shall mean that real property or property interest identified by the County or the City/Town, as necessary for the construction of the Project which shall include the existing street, road, drainage or other City/Town or County real property ownership and all additional real property to be utilized for the Project.
- BB. **SCOPING SHEETS** will be attached to PSA’s involving construction. Scoping sheets may be attached to PSA’s involving a study or design. These sheets will set forth the design criteria to be used for the Project, including the alignment, appropriate specifications, typical section and other parameters of the Project. As project goals and needs are more clearly defined, the Scoping Sheets shall be updated and revised by the Project Manager to reflect current construction goals.
- CC. **SMALL WATERSHED DAM** shall mean floodwater retarding structures that were constructed by the United States Department of Agriculture (“USDA”) Natural Resources Conservation Service (“NRCS”), formerly named the Soil Conservation Service (“SCS”), in watersheds less than 250,000 acres under the authority of the Flood Control Act of 1944 and the Watershed Protection and Flood Prevention Act of 1954. These structures typically have earthen embankments with principal and auxiliary spillways.
- DD. **STANDARD BASIC PROJECT DESIGN** shall mean the standard County-approved City/Town criteria for paving, bridges, drainage and appurtenances, traffic control items including pavement marking, warranted uniform signals, street light foundations, pull boxes, conduit, sidewalks, medians, storage/turn lanes, access, required structural retaining walls and standard driveways excluding road or street amenities, or such design criteria as may be agreed upon by the contracting parties and listed in a Project’s Scoping Sheets.

EE. **TxDOT** shall mean the Texas Department of Transportation.

FF. **UTILITIES** shall mean each City/Town utility, public utility, common carrier, governmental or quasi-governmental facility, fiber optic facility, or other facility located within the limits of the Project by virtue of Texas or federal law or agreement between the entity and the City/Town, County, or State of Texas.

GG. **UTILITY, CITY/TOWN**, also known as **CITY/TOWN UTILITY** shall mean those utilities that are owned or operated by the City/Town, which requires relocation or adjustment for the purpose of the construction of the Project as identified by Project plans.

HH. **UTILITY IN PUBLIC RIGHT-OF-WAY** shall mean all Utilities located within the limits of any governmental entity.

II. **UTILITY IN PRIVATELY OWNED RIGHT-OF-WAY** shall mean all Utilities, excluding City/Town Utilities, whose facilities are located within a private easement.

JJ. **UTILITY BETTERMENT** shall mean any increase in the capacity of any Utility's Facility adjusted or relocated as a part of the Project as compared to the existing Facility, or any upgrading of the Utility's Facility above the standard practices, devices or materials, specified by the Utility and customarily used by the City/Town or Utility on Projects solely financed by the City/Town or Utility. Provided, however, that any adjustments necessary to successfully accomplish the Project shall not be considered a Betterment, and further, that any increase in the capacity of the Utility Facility resulting solely from the replacement of devices or materials no longer regularly manufactured, processed or installed shall not be considered a Betterment, provided that such replacement shall be only to the standard devices or materials currently used on other projects financed solely by the City/Town or Utility. This meaning shall apply to utilities that are part of the Project as well as the standard basic street components (See "STANDARD BASIC PROJECT DESIGN").

## **ARTICLE II. PERIOD OF THE AGREEMENT**

This Master Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed (The "Effective Date"). This Master Agreement shall expire ten (10) years from the Effective Date unless terminated in accordance with Article IV of this Maser Agreement.

## **ARTICLE III. AMENDMENTS**

This Master Agreement may be amended with the mutual consent of the City/Town and County. Any amendment must be in writing and approved by the parties' respective governing bodies through either a Court Order from Commissioners Court or a City/Town Council Resolution.

## **ARTICLE IV. TERMINATION, DEFAULT, TIME OF THE ESSENCE AND FORCE MAJEURE**

### **A. TERMINATION**

a. This Master Agreement may be terminated by any of the following conditions:

1. By expiration of the term of the agreement.

2. By either party, by providing written notice of termination pursuant to Article XIX, Paragraph I. of this Master Agreement establishing the effective date of termination to the other party as consequence of the party being in default of the provisions of this Master Agreement and/or any original, supplemental and/or any amended MOA, MOU, FA, and/or PSA or the failure to timely provide funding, with proper allowances being made for circumstances beyond the control of the defaulting party.
  3. By either party for any reason with ninety (90) days written notice to the other party pursuant to Article XIX, Paragraph I. of this Master Agreement.
- b. Should either party terminate this Master Agreement as herein provided, all existing, fully executed original and/or supplemental and/or amended MOA, MOU, FA, and/or PSA made under this Master Agreement shall not be terminated and shall automatically incorporate all the provisions of this Master Agreement.
  - c. In the event that any original and/or supplemental and/or amended MOA, MOU, FA, and/or PSA is terminated prior to completion of the Project, no additional Costs shall be incurred other than Costs due and payable at the time of termination for services actually performed or that shall become due and payable due to such termination. The Lead Agency, to the extent permitted, may terminate all Project contracts, unless written notice is given by either party to the other of its intent to complete the Project, and prepare a final accounting for the Project.
  - d. If the Project is terminated by the City/Town prior to the award of any construction contract and the Project is located within the City/Town limits, City/Town shall pay to the County the full amount expended by the County on the Project and the County shall transfer to the City/Town its rights and all deliverables that it may be entitled to receive under the existing professional services or other project contracts or agreements. Such amount shall be included in the final accounting for the Project. Such amount shall be due and payable in full ninety (90) days subsequent to the termination, or thirty days subsequent to delivery of final accounting.
  - e. Once the construction contract has been awarded by the governing body of the Lead Agency, the PSA for that Project cannot be terminated until completion of the construction.
  - f. In the event that a Project is terminated prior to the award of the construction contract, either party may, upon written notice pursuant to Article XIX, Paragraph I. of this Master Agreement, take over the Project and prosecute the work to completion by contract or otherwise at its sole cost and expense. In the event that the party completing the work is not the Lead Agency, it is agreed that the Project Manager will furnish to the Completing Party a listing of current records pertaining to any outstanding obligations or other records or information required by any project contract, including any Work Order, or requested in writing by Completing Party in either printed or electronic format or both. The Lead Agency agrees to cooperate with the Completing Party. The Lead Agency will use its best efforts to transfer to the Completing Party all contracts. Obligations under such contracts shall become the sole obligation of the Completing Party upon transfer. Completing party agrees to timely pay all future obligations under such contract as they become due and payable. Completing Party hereby releases the Lead Agency from any and all liability under such assigned contracts subsequent to date of transfer, effective upon the transfer date. Lead Agency shall exercise its best efforts to ensure a transition of services without interruption.

Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.

- g. In the event that no FA is approved within five (5) years of Commissioners Court approval of County MCIP funding commitment, then the County in its sole discretion, can reallocate the County MCIP funding commitment.
- h. In the event the Project is being completed in phases and more than five (5) years has transpired after a completed phase without any activity on subsequent approved phases, then the County in its sole discretion, can terminate the Project and reallocate the remaining County MCIP funding.
- i. In the event that the City/Town enters into a PSA with the County, if the Project has not been completed within ten (10) years from the date of Commissioners Court approval of the original PSA, then the County in its sole discretion, can terminate the Project and reallocate the remaining County MCIP funding.
- j. Provisions b through j of this Article IV, Section A shall survive the termination of this Master Agreement and any MOA, MOU, FA, and/or PSA and shall be a continuing obligation until the transition of services, all payments made and the Projects are complete. All items listed or required in this provision shall be furnished by Lead Agency to Completing Party without additional cost or expense to completing party.

**B. FORCE MAJEURE:**

Neither County nor City/Town shall be in default or responsible for delays or failures in performance resulting from causes reasonably beyond its control and not attributable to its neglect. Such acts include but are not limited to acts of God, fire, storm, pandemic, epidemic, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, invasion, insurrection, lockout, stoppage of labor, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. If reasonably practical, the party claiming the suspension shall give notice of such impediment or delay in performance to the other party within ten (10) days of the knowledge of such occurrence. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance under this Master Agreement as soon as practicable. In the event of such an occurrence, the time for performance of such obligations or duty shall be suspended until such time that such inability to perform, shall be removed. Each party shall make all reasonable efforts to mitigate the effects of any suspension. The provisions of this Article IV, Section B shall survive the termination of this Master Agreement.

**ARTICLE V. IMMUNITY AND LIABILITY FOR ACT AND OMISSIONS**

**County and City/Town agree that no provision of this Master Agreement is in any way intended to constitute a waiver of any immunities from suit or liability, or a waiver of any tort limitation, that the parties have by operation of law, or otherwise. County and City/Town agree that both County and City/Town shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Master Agreement without waiving any sovereign or governmental immunity available to either County or City/Town or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. In the event of joint and concurrent negligence of the parties to this Master Agreement, responsibility, if any, shall be apportioned**

comparatively in accordance with the laws of the State of Texas, without waiving any defenses, including sovereign or governmental immunity, or other defenses available to the parties under federal or Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. The provisions of this Article V shall survive the termination, expiration, or cancellation of this Master Agreement, or any determination that this Master Agreement or any portion hereof is void, voidable, invalid, or unenforceable.

#### **ARTICLE VI. LEAD AGENCY**

- A. Lead Agency shall be that entity which is responsible for the Project from conception through to completion of construction. City/Town and County may choose for the County to manage the Project through design and construction and for the City/Town to acquire ROW.
- B. In the event that the City/Town is the Lead Agency the City/Town shall:
  - a. Provide project management and leadership from Project selection to construction completion following the 5 Phase Project Delivery System as detailed in Attachment A to this Master Agreement, which is attached hereto and incorporated herein by reference, as well as any amendments, updates, additions, or supplements thereto, which are also incorporated herein by reference. Amendments, updates, additions, or supplements may be issued by the Dallas County Public Works Department to the Practices Manual, which may be provided to the city/town on an as-needed basis during the term of this Master Agreement;
  - b. Lead Agency shall be responsible for hosting the Preliminary Concept Charrettes and or Preliminary Design Charrettes and Neighborhood Public Workshops;
  - c. Acquire ROW necessary for the Project;
  - d. Enter into or obtain whatever agreements or permits necessary for Project completion;
  - e. Provide County with the opportunity for significant input in plan development and periodic progress reviews; and
  - f. Provide records for periodic auditing for either financial accounting or engineering accounting or both.
- C. For City/Town-led projects in which the City/Town is considering to specify transportation infrastructure elements exceeding the Standard Basic Project Design criteria, County funding will only be eligible to the Standard Basic Project Design criteria unless the City/Town and County have arrived at a mutual agreement through involvement of the County during the initial design phases, including the Design Kick-off Meeting and as necessary, the Preliminary Concept Charrette and Preliminary Design Charrette meetings.

#### **ARTICLE VII. CITY/TOWN AGREES AS FOLLOWS:**

- A. To execute, within five (5) years of Commissioners Court approval of funding commitment, the necessary agreements with the County for the implementation of design and construction of the Projects mutually agreed upon and incorporated herein by reference with a PSA. Without at least a FA within five (5) years of Commissioners Court approval of the funding commitment, the County in its sole discretion can reallocate the funding commitment.

- B. City/Town agrees not to allow more than five (5) years to transpire after a completed phase without any activity on subsequent approved phases, in the event that the Project is being completed in phases. If more than five (5) years transpire after a completed phase without any activity on subsequent approved phases, the County in its sole discretion, can reallocate the remaining County MCIP funding.
- C. City/Town agrees to complete the Project within ten (10) years from the date of Commissioners Court approval of the PSA. If more than ten (10) years transpire, the County in its sole discretion can reallocate the remaining County MCIP funding.
- D. To provide City/Town Council Resolution adopting approved preferred alignment, proposed estimated budget, and commitment to meet MCIP Project funding for each milestone as specified herein in the Master Agreement or in the FA and/or PSA.
- E. The County in its sole discretion can require the City/Town to provide a plan to address outstanding issues before entering into necessary agreements for the Project to proceed.
- F. City/Town agrees to share the funding of each Project with County on an equal share basis of 50%/50% or an otherwise agreed cost sharing arrangement as specified in a FA and/or PSA with the following exclusions:
  - a. City/Town shall bear the entire cost of:
    - 1. City/Town owned utilities relocation or adjustment such as water and sanitary sewer facilities, except utility adjustments directly attributable to storm sewer improvement conflicts;
    - 2. Amenities including but not limited to street pavers, colored concrete, planters, decorative lighting, special signage, or any other feature over the Standard Basic Project Design;
    - 3. Utility Betterments;
    - 4. Direct costs of City/Town which is fulfilling the role of Lead Agency, shall be totally funded by City/Town unless supported by a detailed hourly accounting system equal to County's accounting system; and
    - 5. City/Town Indirect Costs.
- G. After the City/Town and County enter into a MOA, MOU, FA and/or PSA, regarding the Project's concepts, design elements and limits by the County and City/Town at the PDC, the City/Town agrees to acquire ROW required for designated projects by voluntary dedication, the subdivision platting process and/or other legal means, to the maximum extent possible, and to ensure through the building permitting process that setback requirements are imposed to limit encroachment upon the required ROW. City/Town agrees to fund ROW not acquired, but reasonably expected to be acquired. City/Town also agrees to fund the removal of improvements that are encroachments within existing or proposed ROW areas.
- H. In the event of any proposed use of the Project ROW that will conflict with the proposed Project and City/Town is unable to obtain such ROW as described above, City/Town shall notify County of such conflict. County and City/Town shall determine if the acquisition of the conflicting parcel would be in the best interest of the Project. In the event that agreement is reached and the parcel is acquired such cost shall be included in the pro rated cost of the project in the agreed upon proportions.

- I. City/Town hereby grants the County authority to enter into eminent domain proceedings within the City/Town limits on each specific ROW alignment and/or project as approved by the City/Town and County.
- J. To require all Utilities located within or using the present public ROW on all designated transportation projects within City's/Town's municipal limits to adjust and/or relocate said Utilities as required by the proposed improvement of the designated transportation project. City/Town Utilities shall be relocated or adjusted at no cost to County except as may be specifically set forth in this Master Agreement.
- K. City/Town agrees to be cooperative on issues relating to billboards, advertising signs, non-conforming uses, zoning and similar restrictions and to exercise its best efforts to provide variances when possible to minimize costs and minimize delays of the Project. Additional Project costs caused or contributed to by the City/Town ordinance, zoning, non-conforming use determination or other requirement shall be paid in full by the City/Town.
- L. City/Town shall require the adjustment and/or relocation of Utilities to be accomplished and finalized, as expeditiously as possible after approval of final plans to prevent Project schedule delays. Notwithstanding anything contained herein to the contrary, all Utilities shall be adjusted or relocated and the ROW clear for construction not later than thirty (30) days prior to the award of the construction contract. City/Town will notify the County and other stakeholders when utility conflicts would impact progress of the Project's completion. County and City/Town agree to work with all stakeholders to solve the problem; which includes engaging elected officials in the problem's resolution to prevent delays in the commencement or prosecution of construction on the Project.
- M. Where planned roadway improvements (including, but not limited to storm drainage,) are in conflict with City/Town owned water and sanitary sewer systems, that could otherwise remain in place, the actual costs of the necessary adjustment of City/Town water and sewer utilities shall be pro rated at the overall percentage agreed to by City/Town and County for cost sharing. City/Town shall be responsible for funding one hundred percent (100%) of any Betterment; as well as 100% of any relocation that is caused by City/Town installation during the Project Duration. Except as provided herein, all costs for adjustment and/or relocation of utilities in the public ROW shall be the responsibility of the Utility Owner or of the City/Town Utility. Any Project delay or other damages caused by City/Town or the Utility's failure to timely relocate or adjust the facility shall be at the entire cost of City/Town.
- N. To provide for continuing surveillance and control of ROW to prevent the construction, placement, storage or encroachment of any signs, personal property or other appurtenances in the existing or proposed ROW. In the event that the aforementioned features are allowed by City/Town to encroach on necessary ROW during the duration of the project, City/Town shall bear the entire cost of removal or relocation of said encroachment.
- O. To provide to County for County's or County's designee's use, at no cost, adequate copies of all construction standards, codes, (specifically including zoning and development codes), plats, specifications, guidelines, standards or any other pertinent information as determined by County to be required for the completion of the Project. Additionally, City/Town shall furnish County, at no cost, such documents as necessary to keep all items previously furnished to County current.
- P. To actively participate and provide authorized representation with decision-making power at the PCC and/or the PDC, preconstruction meeting, and project meetings, which are necessary to Project development and completion.

- Q. City/Town agrees to provide timely review of interim submittals. "Timely review" will be agreed upon during the PCC and/or PDC as a part of the Project schedule. City/Town further agree that if no review notes are submitted by the City/Town in writing to the County in a timely basis, plans are approved as submitted.
- R. When City/Town is Lead Agency, City/Town agrees to allow forty-five (45) days for County review of submittals and that any of the County's comments shall be incorporated into the final document.
- S. City/Town agrees that it will pay all additional Project cost for any City/Town requested discretionary change, including, but not limited to Amenities and Utility Betterments, in or in addition to the design or construction of the Project subsequent to the City/Town's opportunity to review the sixty five percent (65%) design plans.
- T. Provide at City's/Town's cost for the continuing maintenance of all the Project ROW, such as mowing, drainage, trash removal, etc., during the period between acquisition and construction.
- U. During the construction of the Project and after completion of the Project, City/Town will be responsible for the control, operation, police enforcement and/or emergency services, without cost or contribution from the County.
- V. After the completion of a Project and the maintenance period, the City/Town will be responsible for all future maintenance without cost or contribution from the County.
- W. City/Town shall bear the entire cost of design, construction and administration for landscaping, streetscaping, streetlighting, as such items are not included in the Standard Basic Project Design and other amenities specified or requested by the City/Town in excess of the Standard Basic Project Design.
- X. It is the intent of this Master Agreement that the County will be the Lead Agency. In the event that the City/Town and County agree in writing that the City/Town will manage and administer one or more projects, the City/Town and the County will enter into a FA and/or PSA as to that project(s). In such instance, the City/Town agrees to assume all Lead Agency responsibilities except as may be determined by mutual agreement and set forth in the FA and/or PSA.

#### **ARTICLE VIII. UTILITY IMPACTS.**

- A. In cases where a Utility is located in a Privately Owned ROW, and it is necessary to relocate the facility or make adjustments by reason of the widening or improvement of the designated Project, the County (or City/Town if acting as the Lead Agency) will, after submission by the utility company of ROW documentation and cost estimates acceptable to the City/Town, County and other stakeholders, assign the actual costs for the relocation and/or adjustment of said utility to the Project.
- B. In cases where a Utility in Public ROW, excluding City/Town Utilities, occupies any portion of the Project ROW by Texas or federal law or by agreement with the City/Town that allows or permits the City/Town to cause the relocation of the utility for the construction of the Project, the City/Town shall timely require and enforce the relocation or adjustment requirement at no cost to the Project. In the event that the City/Town has no legal or contractual right to cause the relocation, the relocation or adjustment shall be relocated or adjusted and all cost shall be a Project Cost. City/Town shall take all steps necessary to ensure that such relocation or adjustment shall not conflict with or delay the Project schedule.

**ARTICLE IX. COUNTY AGREES AS FOLLOWS:**

- A. To provide, as a Project Cost, preliminary engineering which will define project details, e.g., location, scope of work and specific right-of-way alignment for each improvement. Such preliminary engineering shall be submitted to the City/Town for approval, prior to proceeding with the final design and any right-of-way acquisition.
- B. To provide, as a Project Cost, for the construction of transportation improvements based upon design criteria conforming to Standard Basic Project Design in conformity with applicable City ordinances and standards, to the extent of Commissioners Court approved program funding. Scope of work shall include the agreed upon design standards as the basis for improvement criteria. Deviations from mutually agreed upon application of City/Town standards and/or design criteria shall require prior approval of the City/Town. Where City/Town standards do not exist, TxDOT standards as of the Effective Date of this Master Agreement shall be utilized unless otherwise mutually agreed to by the parties in the FA and/or PSA.
- C. To actively participate and provide authorized representation at the PCC and/or the PDC, preconstruction meetings, and Project meetings, which are necessary to project development through project completion.
- D. To provide project management of each Project where the County is Lead Agency from commencement to completion of construction. City and County may agree to redefine project management roles as beneficial to the Project as defined in the MOA, MOU, FA, and/or PSA, and/or supplemental and/or amended agreements.
- E. Upon receipt of written request detailing the information requested, to provide information related to the Project to the City/Town or the City /Town's designee at no cost to the City/Town.
- F. County agrees to provide review of interim submittals within forty-five (45) days of receipt, and hereby agrees that if no review notes are submitted by the County (if City/Town is filling the role as Project Manager) in writing to the City/Town within that time period, plans are to be approved as submitted.
- G. To submit final engineering plans for review and written approval by the City/Town forty-five (45) days prior to submitting documents to the County Purchasing Department for advertising the project for construction.
- H. To provide for the acquisition, including acquisition by Eminent Domain, of the necessary additional ROW, on designated projects, in accordance with minimum standard requirements and utilizing existing public ROW to the maximum extent possible as a Project cost.
- I. To require all contractors to secure all necessary permits required by the City/Town on said construction projects.
- J. To furnish record drawings of construction plans for the permanent records of the City/Town within twelve (12) months upon completion and acceptance of the transportation improvement Project.
- K. To transfer the real property or property interest acquired by the County and used for the Project to the City/Town.
- L. In the event the County and the City/Town agree in writing that the City/Town will be the Lead Agency for the agreed upon Project, the County will reimburse the City/Town for agreed costs as detailed in Article XII. (Funding) in this Master Agreement in an amount not to exceed the Project cost as approved by Dallas County Commissioners Court and incorporated in the FA and/or PSA.

All County payments shall be in accordance with Texas law and County policies and procedures as may be mutually agreed to by the parties and incorporated by reference in a FA and/or PSA.

**ARTICLE X. PRELIMINARY DESIGN CHARRETTE (PDC), PRELIMINARY  
CONCEPT CHARRETTE (PCC)**

- A. City/Town and County, as specified in Articles VII, IX, and X of this Master Agreement, respectively, will designate officials or representatives to participate in a PCC and/or PDC to be conducted on a mutually agreed to date and location. At least part of this meeting will be conducted on the Project site.
- B. Results from the PCC will identify the general project scope, the basic approach and concepts to be taken with the project, the elements of CSS that will be included, and some ideas for alignments alternatives. The Lead agency will already have been determined, as well as the project administration and management roles, which include the Project Manager. Key project participants shall be introduced to stakeholders at the PCC and or PDC. Results from the PDC will identify the preferred alignment of the project, and provide all stakeholders a commitment for project delivery schedules and project budgets.

**ARTICLE XI. FISCAL FUNDING**

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City/Town shall have no right of action against the County as regards this Master Agreement, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of City/Town funding for each item and obligation contained herein. County shall have no right of action against the City/Town as regards this Master Agreement, specifically including any funding by City/Town of the Project in the event that the City/Town is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City/Town, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

**ARTICLE XII. FUNDING**

- A. City/Town and County mutually agree to proportionately fund the Direct Project and Program costs as agreed by the parties in a FA and/or PSA. Unless otherwise specified in the FA and/or PSA, the County shall bear fifty percent (50%) of the total Direct Project and Program costs

excluding the Amenities, relocation or adjustment of City/Town Utilities, Utility Betterment, Indirect Cost, Direct Cost not supported by detailed hourly accounting system and other items as specified in this Master Agreement, FA, and/or PSA. County shall not be responsible for any amount of funding in excess of the Project not-to-exceed amount as shown in the FA and/or PSA. Unless otherwise specified in the FA and/or PSA, the City/Town shall bear fifty percent (50%) of all Direct Project and Program costs. In addition, the City/Town agrees to fund all other City/Town cost as provided herein, including, but not limited to, Amenities, relocation or adjustment of City/Town Utilities, Utility Betterment, Indirect Cost, Direct Cost not supported by detailed hourly accounting system, and other items as specified in this Master Agreement, FA, and/or PSA.

- B. Unless otherwise stated in a FA and/or PSA, the milestones for each project shall be (1) preliminary and primary design (2) ROW acquisition and utility relocation or adjustment and (3) construction. The Lead Agency shall prepare an estimated cost for each milestone. Upon approval of the cost by the other party, each party shall fund its share of the respective milestones by placing that amount of money in an escrow account or otherwise encumber the funds to ensure that the Lead Agency will have sufficient funding available from current revenue for the timely payment of Project milestone costs. The Lead Agency may bill the other party for periodic payments for the actual amount of work completed toward the completion of the milestone. Upon completion of the milestone, the non-management party will be furnished a notice that such work has been completed and the amount of funding that may be utilized to pay subsequent milestone Project cost. Notwithstanding any other term or condition contained herein in this Master Agreement or in any FA and/or PSA, neither party will be required to award any contract until written certification has been received that funding has been placed in escrow or encumbered for the payment of the non-awarding party's portion of the Project cost.
- C. In the event that the cost of the Project shall exceed the not-to-exceed amount, City/Town and County agree to either reduce the scope of construction or seek additional funding to complete the Project at the agreed upon cost share percentages. At the termination of the Project, the Lead Agency will do a final cost accounting of the Project. In the event that the amount paid by either party exceeds its portion of the actual cost, the difference will be remitted to such party. In the event that additional funds are due, the Lead Agency will bill the other party who agrees to pay such funds within thirty (30) days of receipt of such billing.
- D. If the City/Town elects to manage the Project, the County will reimburse the City/Town based on invoices for actual costs expended as supported by documentation approved by the County Auditor. Any and all supporting documentation required by the County Auditor shall be included with the invoice from the City/Town.
- E. After approval by the County's Commissioners Court and the City/Town's City/Town Council, and after the execution of an FA and/or PSA, the City/Town shall escrow an amount adequate for estimated Project costs, which the County may use to pay for professional services, which include, but are not limited to scoping, preliminary design, and primary design.
- F. City/Town and County shall enter into a FA to establish funding commitments for both parties as required for each project within at least five (5) years of project selection unless the County and City decide to enter directly into a PSA. If the City/Town agree the Project is to be completed in phases, no more than five (5) years may transpire after a completed phase without any activity on subsequent approved phases.

G. If the City/Town and County agree to enter into a PSA without first entering into a FA, the City/Town shall enter into a PSA with the County and complete the Project within ten (10) years or less.

H. Suggested timeframes for FA's, PSA's, and/or any supplements and/or amendments thereto are:

- a. As soon as the project is accepted by Commissioners Court and as a result of the Kick-off meeting, a FA to establish the Lead Agency for preliminary engineering and general funding responsibilities and procedures for reimbursement by the Participating Agency; or
- b. For a PSA, when the preliminary engineering plans are at sixty percent (60%) complete, providing specific details on project scope to enter into a PSA; or
- c. After construction bids are opened, amend the PSA as needed.

### **ARTICLE XIII. NO THIRD PARTY BENEFICIARY ENFORCEMENT**

It is expressly understood and agreed that enforcement of the terms and conditions of this Master Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City/Town and the County. Nothing contained in this Master Agreement shall give or allow any claim or right of action whatsoever to any other person or entity. The terms and provisions of this Master Agreement are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of the City/Town and the County that any entity or person other than the City/Town or the County receiving services or benefits under this Master Agreement shall be deemed an incidental beneficiary only. This Master Agreement is intended only to set forth the contractual right and responsibilities of the parties hereto.

### **ARTICLE XIV. RIGHT OF ENTRY**

The City/Town agrees that the County shall have the right to enter upon the Project area for the time period necessary for the completion of the Project. The City/Town agrees to furnish such police or other City/Town personnel as requested by the County for traffic control or other public safety matters at no cost to the Project or the County.

### **ARTICLE XV. LIST OF PROJECTS**

City/Town agrees that it has been furnished with a list of the potential Projects as approved by the Dallas County Commissioners Court, subject to the agreement between the parties in a MOA, MOU, FA and/or PSA. City/Town stipulates and agrees that the Commissioners Court Order approving the projects identifies the potential project location and describes the type of project in sufficient detail that the City/Town is fully aware of the location and type of projects being considered.

### **ARTICLE XVI. REALLOCATION OF COUNTY MCIP FUNDING**

The County in its sole discretion has the ability to reallocate County MCIP funding away from the City/Town's Project if the City/Town has not entered into a FA confirming the City/Town funding match within five (5) years from Commissioners Court approval of the funding commitment. The County in its sole discretion has the ability to reallocate the remaining County MCIP funding in the event the Project is being completed in phases and more than five (5) years has transpired after a completed phase without any activity on subsequent approved phases. The County, in its sole discretion, also has the ability to reallocate the remaining County MCIP funding away from the

City/Town's Project if the City/Town has not completed the Regional Transportation milestone within ten (10) years.

#### **ARTICLE XVII. ORPHAN ROAD POLICY**

- A. The County encourages all cities adjacent to orphan roads in the county to develop, commit to and submit a plan to the County for completing the annexation of the orphan road segments and assuming full responsibility for these roadways. In instances where two cities abut the same orphan road segment, the County encourages the two cities to jointly develop a plan for the annexation of that segment. The County offers its assistance to the cities in developing such plans.
- B. The County, at the discretion of the Commissioners Court, may give additional selection value to projects in cities that have submitted a specific plan for the annexation of orphan roads when the County selects, approves, and schedules projects for funding in the County's Major Capital Improvement Program ("MCIP"). Such preference may also be given in approving projects for road and bridge district participation (Type "B" work).
- C. The County, at the discretion of the Commissioners Court, may also refuse to participate in discretionary projects, such as road and bridge district projects or MCIP projects, in a City that elects not to pursue the annexation of orphan road segments that abut its boundaries. Failure to notify the County of the City's intent to annex and/or failure to submit a plan for annexation in a timely manner shall be construed by the County as the City's election not to pursue annexation.
- D. The County, at the discretion of the Commissioners Court, may select specific orphan road segments for improvement when a City commits to annexation of the segment upon completion of the project. However, the specific plan for annexation of orphan roads submitted by the City will not be limited to annexation upon completion of improvements by the County. The County improvements may be made as road and bridge projects or as MCIP Projects (subject to other MCIP criteria, including but not limited to regional thoroughfare plan designation and City cost participation).
- E. This policy application is prospective and projects selected by the County and approved by the Commissioners Court prior to the date of the adoption of this policy shall not be impacted by this policy.
- F. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting orphan road segments.
- G. The County Director of Public Works shall maintain a listing of orphan roads and the city or cities they abut and shall provide updates to the Commissioners Court and to the cities as changes occur. The listing and changes to the listing shall be based on municipal boundary and annexation information provided to the County's Public Works by the cities as required by Texas Local Government Code, Section 242.001(c).
- H. The provisions of this Article XVII of this Master Agreement shall survive the termination of this Master Agreement.

(Dallas County Code, Chapter 102, Article IV, Sec. 102-131 - 102-133, 6-27-2006, 8-10-2020).

## **ARTICLE XVIII. SMALL WATERSHED DAMS**

The County encourages all cities/towns adjacent to small watershed dams maintained by the County to develop, commit to and submit a plan to the County for assuming full responsibility for the operations and maintenance of these dams. In instances where more than one city/town abuts a small watershed dam, the County encourages the cities/towns to develop a plan for operation and maintenance of the dam. The County offers its assistance to the cities/towns in developing such plans.

- A. The County, at the discretion of the Commissioners Court, may refuse to participate in MCIP projects in a City/Town that elects not to pursue accepting full responsibility for the operations and maintenance of small watershed dams within their jurisdiction. Failure to notify the County of the City/Town's intent to submit a plan for operations and maintenance of small watershed dams in a timely manner shall be construed by the County as the City/Town's election not to pursue operations and maintenance of these dams.
- B. Projects selected by the County and approved by the Commissioners Court prior to the Effective Date of the adoption of this policy, shall not be impacted by this policy.
- C. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting small watershed dams.
- D. The provisions of this Article XVIII shall survive the termination of this Master Agreement.

## **ARTICLE XIX. MISCELLANEOUS GENERAL PROVISIONS**

A. **Applicable Law/Venue.** This Master Agreement and all matters pertinent thereto shall be governed by and enforced in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this Master Agreement and all matters pertinent thereto filed by either the County or the City/Town shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Master Agreement is expressly made subject to the County's and the City/Town's sovereign and/or governmental immunity, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, and all applicable State of Texas and federal laws.

B. **Entire Agreement.** This Master Agreement constitutes the entire agreement between the parties respecting the subject matter contained herein, supersedes all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting same, and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

C. **Severability.** If one or more of the provisions in this Master Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this Master Agreement to be invalid, illegal or unenforceable, but this Master Agreement shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this Master Agreement, which shall remain in full force and effect.

**D. Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Master Agreement does not preclude pursuit of other remedies in this Master Agreement or as provided by law.

**E. Federal or State of Texas Funding.** In the event that any work or part thereof is funded by State of Texas or U. S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, the City/Town agrees to timely comply therewith without additional cost or expense to the County.

**F. Headings.** The headings and titles, which are used following the roman numeral of each paragraph are only for convenience in locating various provisions of this Master Agreement and shall not be deemed to affect the interpretation or construction of such provisions.

**G. Number and Gender.** Words of any gender used in this Master Agreement shall be held and construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

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

**I. Notice.** Any notice provided for in this Master Agreement to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or three (3) business days after being deposited in the United States Mail, postage prepaid, via certified mail, return receipt requested, or via registered mail, and addressed as follows:

County:	County of Dallas Director of Public Works Dallas County Administration Building 411 Elm Street, Fourth Floor Dallas, Texas 75202-3389
To City/Town:	City/Town of _____ Name Title Address Town/City, Zip Code

Either party may change its address for notice by giving the other party written notice thereof.

**J. Assignment.** This Master Agreement may not be assigned or transferred by either party without the prior written consent of the other party and formal approval by the governing body of each party.

K. **Binding Agreement, Parties Bound.** When this Master Agreement has been duly executed and delivered by both parties, this Master Agreement shall constitute a legal, valid, and binding obligation of the parties, their successors, and permitted assigns.

L. **Amendment.** This Master Agreement may not be amended except in a written instrument specifically referring to this Master Agreement and signed by the parties hereto.

M. **Effective Date.** This Master Agreement shall commence on the Effective Date. The Effective Date of this Master Agreement shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.

N. **Contingent.** This Master Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City/Town Council.

O. **No Joint Enterprise/Venture.** City/Town and County agree that neither party is an agent, servant, or employee of the other party. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this Master Agreement. No joint enterprise/venture exists between the City/Town and County.

The City/Town of \_\_\_\_\_, State of Texas, has executed this Master Agreement pursuant to duly authorized City/Town Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The County of Dallas, State of Texas, has executed this Master Agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*(the remainder of this page intentionally left blank)*

*(signatures appear on the following page)*

CITY/TOWN OF \_\_\_\_\_

COUNTY OF DALLAS

BY \_\_\_\_\_

BY \_\_\_\_\_  
Clay Lewis Jenkins, County Judge

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST \_\_\_\_\_  
CITY SECRETARY \ ATTORNEY

APPROVED AS TO FORM\*:  
JOHN CREUZOT  
DISTRICT ATTORNEY

BY \_\_\_\_\_  
Jana Prigmore Ferguson  
Assistant District Attorney

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

## **RESOLUTION NO. R2021-01**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, APPROVING THE MASTER AGREEMENT GOVERNING MAJOR CAPITAL IMPROVEMENT PROGRAM BETWEEN THE CITY OF OVILLA AND DALLAS COUNTY; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE.**

WHEREAS, it is the desire of the City of Ovilla (the "City") to maintain and improve public transportation on roads within city limits; and

WHEREAS, the Dallas County Commissioners Court approved a Transportation Major Capital Improvement Program withing cities and towns in Dallas County; and

WHEREAS, the Chapter 791 of the Texas Government Code authorizes local governments to enter into interlocal agreements; and

WHEREAS, the City Council finds and determines that entering into the Master Agreement Governing the Major Capital Improvement Program with Dallas County is in the best interest of the health, safety and welfare of the citizens of Ovilla.

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

SECTION 1. The Master Agreement Governing Major Capital Improvement Program with Dallas County is hereby approved and the mayor is hereby authorized and directed to execute the said Agreement on behalf of the City.

SECTION 2. All prior Resolutions of the City Council found to be in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 3. The phrases, clauses, sentences, paragraphs and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared to be unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 4. This Resolution shall become effective immediately upon its passage and

approval.

**RESOLVED, PASSED and APPROVED** this the 11th day of January, 2021.

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Richard Dormier, Mayor

ATTEST:

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G Miller, City Secretary

# ATTACHMENT A



## DEPARTMENT OF PUBLIC WORKS

411 ELM ST 4TH FLOOR  
DALLAS TEXAS 75202

# PROJECT MANAGEMENT PRACTICES MANUAL

## 5 PHASE PROJECT DELIVERY SYSTEM

2021

# PREAMBLE

# INTRODUCTION

The intent of this Practices Manual is to provide an overview guide to project delivery practices, not an exhaustive “how to” manual. Greater detail on these and other Public Works practices can be found in the APWA Manual for more detailed instructions on the specific elements of project delivery. Our experience is that really thick manuals are not used as much as shorter guidelines that provide the boundaries of good practice and a standard approach on the essentials, with empowerment to individual PMs on the details of how they work to deliver their individual projects.

[illegible]

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MCIP and the application process. Various aspects of this Call for Projects Workshop and process will be adjusted based on prior input from the cities/towns in Dallas County. The amount of time and submittal deadline for the cities and/or towns to nominate projects will be adjusted based on feedback from the cities/towns. This is to ensure that the cities/towns have enough time to brief their elected officials, plan for inclusion of projects in city bond elections, etc.

3. DCPW's Transportation & Planning Division helps ensure that all of the information has been submitted correctly by cities/towns. If necessary, assistance may be provided to some of the smaller city/town staffs with preparation of their project submissions. A matrix team that consists of DCPW employees begins with field evaluations of the projects for conducting a feasibility review that precedes developing recommendations for selection of projects by Commissioners Court to be included in the County's MCIP. The DCPW team, with staff participation from each of the four DCPW divisions involved, provides assistance with risk assessments from various perspectives, which include cost estimates, scope definition, political aspects, funding, technical issues, utilities, safety, environmental, and traffic factors, etc. The DCPW Property Division team members examine Right-of-Way ("ROW"), utilities involvement, railroad involvement, relocations, etc.
4. Every project selected for MCIP funding commitments is then placed into a Program Year (PY) (year slated for construction start) in a spreadsheet called the "MCIP Transportation Funding Commitments" that is presented in Briefing format in a public forum to the Commissioners Court for their formal approval.
5. The MCIP has been formulated on the premise that legal agreements should reflect the nature and character of the program. Equal funding, Project Management (groups of independent stakeholders and cities/towns) methods of project delivery, and principles applied in every phase of project delivery are the essential elements of the MCIP. The time it takes for getting interlocal agreements approved should never be on the critical path of project delivery. Therefore, much effort was expended between the Civil Division of the Dallas County District Attorney's staff and DCPW staff to formulate a Master Agreement Governing Transportation Major Capital Improvement Projects ("Master Agreement"). This MCIP Master Agreement has been signed by all the cities/towns with approved projects and serves as the legal basis for future agreements between the various cities/towns and Dallas County, including but not limited to a Memorandum of Agreement ("MOA") and Memorandum of Understanding ("MOU"). Later, during project design, enough information will be known to forge a Funding Agreement ("FA") or a Project Specific Agreement ("PSA") that details the specifics of that particular project. None of the basic elements of a city-county legal agreement have to be repeated in the FA and/or the PSA, thus simplifying the process and time involved.
6. A project management planning meeting is held next with each City or Town, which has projects selected. This meeting is to initially review the selected projects and determine the basic parameters for each of the projects, such as cash flow requirements, for each participant of the project, who the lead agency for project delivery will be, agreed upon technical criteria, known risks, roles for each stakeholder, etc., all focused on assuring timely project delivery and moving the project into construction during the selected PY. If there is a great deal of uncertainty associated with the project (e.g. part of some economic development such as transit oriented development, or part of brown field development, or other significant environmental challenges, or a very significant change in planned use of an area in the future

such as industrial area converted to mixed use, etc), then the lead agency may conduct a Planning Charrette.

The purpose of the Planning Charrette meeting, with all significant participants and stakeholders, is to determine the beginning scope and the realm of possible approaches. Serious design cannot begin until there is an agreement on a relatively reasonable set of alternatives, which bear some relationship to the scope of funding currently available. Relationships will also be established at the Planning Charrette meeting involving the city/town, stakeholders, utilities and other participants of the project, which may be sustained throughout the life of the project.

7. DCPW commits to using Principles of Trust, Commitment, and Shared Vision in addition to Best Practices of Project Management Principles throughout the life of the project. Each city/town is invited to use the same principles to deliver the selected projects. This type of approach is also an integral part of Context Sensitive Solutions (“CSS”), which is a design methodology that involves early and continuous involvement of all participants and stakeholders of a project. The Planning Charrette meeting is a form of CSS. The Dallas County Mobility Plan should also be considered as part of applying CSS for project delivery.
8. For every project that the city and/or town and county stakeholders agree to assign Dallas County as the Lead Agent, a PM will be assigned by DCPW. In addition, the DCPW Assistant Director (“AD”), in consultation with the PM and other AD’s or designated DCPW business unit leaders, will identify their own matrix team members for the project. Any available Project Management tools will be used to optimal effect during the life of the project.
9. An initial Project Funding & Execution Status (“PFES”) and Program Management & Planning Status (“PMAPS”) form will be developed by the PM for each project in coordination with the ADs (or designees) from the DCPW divisions including Program & Engineering Management Division (“PEMD”), the Engineering & Construction division and Transportation & Planning Division. Each AD or designated DCPW business unit leader will review PFES and PMAPS in order to provide an adequate workforce for each project, and ensure that their own employees’ assignments are balanced.
10. A decision on the use of Subsurface Utility Engineering (“SUE”) will be made before initiating design. In the analysis of candidate projects, utility relocation risks will have been identified. When these risks are high (the usual situation), then funding will be planned in the design for SUE efforts. Dallas County Public Works (“DCPW”) will have in place an Indefinite Delivery, Indefinite Quantity (“IDIQ”) contract for quick implementation of SUE consultant efforts. Initiatives for joint efforts of utilities are anticipated between independent participants and stakeholders wherever feasible. This information will be critical for designers to use as they launch the design. Total integration of the SUE methodology will help ensure that all utility impacts are considered in every phase of project delivery.

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7. As part of the CSS approach, a public involvement strategy will be forged under the leadership of the PM, and the advisement of the DCPW Transportation & Planning Division (“T&P”). Staff of DCPW’s T&P will advise PMs on various public involvement techniques and methods to use to best involve the public and other stakeholders. DCPW will use innovative methods, such as workshop/small group formats. City/town methods and approaches will be respected and adhered to in this area.
8. Phase 1 ends with approval of the Preliminary Design Report, Preliminary Alignment/Profile and Preliminary Sizing of bridges and drainage structures along with SUE determination, Preliminary Survey Report, and Preliminary Utility Investigation Report.
9. The design firm or DCPW in-house design team will have begun necessary permitting and environmental assessments. Basically, the level of effort will approximate that required of the Preliminary Schematic and Environmental Assessment Phase that currently is required on TxDOT projects.
10. Project plans are estimated to be 60-65% complete at the end of Preliminary Design. A risk assessment may occur before proceeding into Primary Design to identify key aspects that may need to be resolved before or during the Primary Design.

## PHASE 2 -- PRIMARY DESIGN

track cost and schedule progress. DCPW generally does not make “cost plus” assumptions about a consultant’s work efforts. Greater clarity on scope definition can be achieved with the typical multi-phase design approach of issuing separate work orders for Preliminary Design and Primary Design avoiding or minimizing the instances of misunderstanding on the true project scope.

4. The consultant or DCPW in-house design team works with all stakeholders, including utilities, under the guidance and direction of the County PM. The lead designer is the Technical Manager at this point in the process, and is always under the leadership of the PM. When an IDIQ consultant is hired to perform a survey, miscellaneous design, SUE, or materials testing, the PM is closely monitoring the progress. Also, the design firm for water and/or wastewater services will be integrated, and whenever possible, we will attempt to ensure that the design consultant for the transportation or infrastructure project is also selected by the city/town to design the municipal utility improvements. We anticipate and expect our consultants to become familiar with our 5 Phase Project Delivery System's processes and deliverables.
5. Traffic and utilities data will be considered in design, with data from the city/town, County, NCTCOG, and/or consultant. An agreed upon level of SUE will be key to input into the design details, and including utility companies involvement throughout all phases of the project.
6. Environmental assessment will be completed during this phase. Significant issues should be addressed without wasting time on clearly unimportant areas. An environmental impact analysis will be completed if the assessment shows that this analysis is required. The goal is to execute environmentally sustainable solutions that improve the overall quality of life of the transportation users and citizens of Dallas County and the city/town.
7. Right-of-Way (ROW) documents will be finalized, with quality control by the consultant or DCPW's in-house design team. The quality assurance ("QA") function will be completed by both the PM and DCPW's Property Management & Utility Coordination Division ("PMUC") in a smooth manner, using pre-coordinated checklists. At the appropriate time, the documents will be delivered to PMUC, but the PM still retains overall responsibility for timely project delivery. Early involvement on ROW issues, including utility relocation aspects such as getting possible Rights of Entry ("ROE") can be critical for obtaining vital information to ensure successful utility relocations. Early provision of final and accurate ROW documents will be a critical milestone of the design contract.
8. The Design Consultant or the DCPW In-house design team completes the work on a provided schedule. Consultants and/or DCPW's In-house design team are expected to ensure that they accomplish "muddy boots" design with true "eyes-on" on the total project site. These actions will avoid lengthy rounds of passing designs back and forth, in favor of "over-the-shoulder" reviews, as required to meet design completion timelines. These will include city/town, utilities and other interested stakeholders under the orchestration of the PM.
9. The PM completes the interim evaluation of the consultant. Special note will be taken of the consultant's system for assuring quality control ("QC") of all design efforts, including ROW documents.
10. After construction is complete, the PM performs a final consultant evaluation, using the standard evaluation system. The Consultant is given an opportunity to evaluate DCPW's project management process.



## PHASE 4 – ROW Completion & Utility Adjustment

1. ROW acquisition is carried to completion under the active project management and leadership of the PM, with proactive activity of the ROW acquisition group. If the city/town or other governmental entity such as TxDOT, is the ROW acquisition agency, the PM will still track the progress and proactively keep progress on schedule.
2. The PM will inform project participants about results of the SUE to ensure utility adjustments are accomplished in time to keep scheduled project advertisement and contract award dates. The relevant APWA practices will be used as the guide.
3. The County or City PM tracks and resolves issues and work schedules, to proactively lead efforts to minimize or avoid the obstacles of property acquisition and utilities relocation to ensure project schedule. The use of utilities Rights of Entry (“ROE”) may be explored as a way that could take the utility adjustment time off the project critical path if the utility companies are agreeable. If the utility company is not agreeable to the use of ROE, then the ROW will need to be obtained before the utility company relocates. Road and Bridge (“R&B”) forces may be available to help clear trees from the new ROW.
4. The city/town works with the PM and other project participants to help expedite utility relocations. Many times, franchise utilities have relationships with cities/towns that can be used beneficially to secure better cooperation. Monthly Task Force meetings are initiated during this phase to ensure early and frequent communication of all stakeholders. All project participants are to proactively work with the utilities and facilitate their relocation. DCPW policy is to have Zero Relocation of Relocations (“0RR”).
5. Prior to engaging the Dallas County Purchasing Department (“Purchasing”) for advertising the project for construction bids an “Advertising Risk Assessment” (“ARA”) is completed. Advertising is not issued until all utilities are within a reasonable and confirmable clearance date. A deliberate decision will be made on how many days from bid opening until contract award, and how many days until the Work Order is given. Work Order dates will not be projected to occur before high assurance that all known utilities will have been relocated. A second important function of the ARA is to ascertain all the funding commitments, to update the PFES to include all funds already expended, and to calculate an up-to-date construction estimate. All of the above actions will be coordinated and finalized at a meeting scheduled and run by the PM with the DCPW Director, AD and a city/town’s representative in attendance. This meeting will be scheduled as one of the critical milestones for the project.
6. The PM will ensure designers (in-house or consultant) will be kept on-call for projects if required to complete requested engineering support services during construction, such as shop drawing submittal review and consultation on design intent, assumptions, etc. The intent is to retain the best part of the effort and focus that the consultant or DCPW In-house design team has just expended in designing the project.
7. DCPW will coordinate with Purchasing and any other departments as necessary to facilitate Pre-Project Meetings to notify the nearby community and regional contractor community about the upcoming advertisement of the project for construction bids.

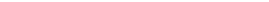
## PHASE 5 -- CONSTRUCTION

## STEP ONE, CONSTRUCTION

1. The PM works with PEMD to advertise a project in coordination with the Dallas County Purchasing Department for advertisement, pre-bid meetings, bid opening, and award. A one hundred percent (100%) design completion up-to-date construction estimate will be completed by the PM and will be used as the fair-cost government estimate for construction bidding purposes.
2. DCPW leads the drafting of the PSA and any necessary amendments/supplements to the PSA with each city/town giving approval of final funding on a timely basis. An updated PFES will be needed at this time.
3. The PM works with PEMD to help the Dallas County Purchasing Department facilitate the construction contract award. PM works with all cities/towns to ensure a logical and timely notice to proceed is given. This order to begin work and the contract time period will be based on the status of utility relocations, any city requirements, etc.
4. The PM will plan, schedule, and execute the Pre-Construction Meeting involving key stakeholders of the project, including utility companies. The PM will schedule for attendance and participation, the DCPW Director and the AD for Engineering & Construction and/or the AD for Transportation& Planning. Careful pre-planning helps ensure the attendance of the right stakeholders and staff. The PM will normally facilitate their own meetings since they have the expertise and experience to accomplish these tasks without hiring specialized consultants.
5. Construction proceeds on schedule with Construction Management services provided by the County or the city/town. The PM helps ensure that principles of collaboration (Trust, Commitment, and Shared Vision) are maintained throughout the project construction phase by the independent project participants such as contractors, cities, utility companies, transportation agencies and other key stakeholders.
6. The PM ensures constant communication with customers and other project stakeholders. This may include a construction oriented neighborhood meeting, as well as periodic project newsletters, notices of key construction events or phasing, meeting with neighborhood interests (property owners, schools, churches, businesses, etc). We are interested in not only achieving a high quality end-product, but also in delivering the project in a user-friendly manner. This is all part of total Context Sensitive Solutions project delivery.

## STEP TWO, PROJECT CLOSE OUT

1. The PM ensures the final pay estimate is paid to Contractor on a timely basis with assistance from the DCPW Program & Engineering Management Division (“PEMD”).
2. The PM completes final Evaluation on the Contractor, using interim evaluation results (if one was done), and performance during the entire contract period. Contractor evaluates DCPW (on a voluntary basis).
3. The PM ensures that as-built plans are provided to the ultimate owner of the project, typically the city/town, from marked-up construction plans.
4. The PM works with the PEMD to ensure total project costs are finalized, a final PFES is completed, and Program Management is able to disencumber any remaining funds to be put back into the MCIP fund.
5. The PM ensures the city/town is invoiced for their remaining portion of the Total Project Costs.
6. The PM formally turns the project over to the City by letter citing the date of return to City for maintenance.
7. The PM plans an After Action Review (“AAR”) to capture lessons learned and celebrate project completion with all participants involved in project delivery from design to construction completion.
8. The PM conducts the applicable one (1) or two (2) year Maintenance Bond Inspection in conjunction with all applicable stakeholders.
9. The PM completes close out project report, including retaining the key project documents digitally and documenting key lessons learned.



18. Share accurate information with all companies and try to help ensure that they share information with each other.
19. Communicate the need to follow city/town ordinances, particularly those relating to traffic control, backfill and pavement restoration. Traffic control plan must be filed and approved.
20. Ensure that the companies have measures for handling complaints about their work and that they do not inconvenience customers more than is absolutely essential. **Remember, ORR!!**



**INTERLOCAL AGREEMENT  
BETWEEN COUNTY OF ELLIS, TEXAS  
AND CITY OF OVILLA, TEXAS**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the "County"), and the City of OVILLA, a \_\_\_\_\_ of the State of Texas, hereinafter referred to as a (the "City").

**WITNESSETH:**

**WHEREAS,** the County and City desire to increase their efficiency and effectiveness by entering into this contract; and

**WHEREAS,** such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

**WHEREAS,** the function of service contracted for and to be provided by this Agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

**WHEREAS,** the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually.

**NOW THEREFORE,** for the mutual covenants and considerations expressed herein, the County and the City hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by City and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell City goods and services.
2. The City shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The City, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31st, 2021 ("Effective Period").

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
- a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
  - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.
6. City agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Agreement, or as outlined by the Texas Prompt Payment Act.
7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

**EXECUTED** in duplicate this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ELLIS COUNTY, TEXAS**

By: \_\_\_\_\_  
Todd B. Little, County Judge

**ATTEST:**

By: \_\_\_\_\_  
Krystal C. Valdez, County Clerk

**CITY OF OVILLA, TEXAS**

By: \_\_\_\_\_  
Mayor, CITY of OVILLA

Attest:

\_\_\_\_\_  
CITY Administrator

## WORK ORDER UNDER INTERLOCAL AGREEMENT

---

**Service Provider:** *Ellis County, Texas*

**Department to Provide Service:** *Road and Bridge, Pct. 4*

**Basis of Authority to Provide Service:**

*Interlocal Agreement dated:* \_\_\_\_\_

*Per Commissioner's Court Minute Order No.* \_\_\_\_\_

**Local Government Requesting Services:** \_\_\_\_\_

**Description of Project to be undertaken:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Location of Project to be undertaken:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Approximate Start Date:** \_\_\_\_\_ **Approximate Completion Date:** \_\_\_\_\_

**Cost of Project:** \$ \_\_\_\_\_

-----

**APPROVED in Open Commissioner's Court per Minute Order No.** \_\_\_\_\_

**On the** \_\_\_\_\_ **day of** \_\_\_\_\_, 2020.

\_\_\_\_\_  
**County Judge**  
**Ellis County, Texas**

**ACCEPTED AND AGREED TO this** \_\_\_\_\_ **day of** \_\_\_\_\_, 2020.

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**On Behalf of:** \_\_\_\_\_

## RESOLUTION R2020-09

A RESOLUTION OF THE CITY OF OVILLA, TEXAS, ADOPTING AN UPDATED PUBLIC INVESTMENT POLICY AND DECLARING AN EFFECTIVE DATE.

*WHEREAS*, the City of Ovilla, Texas is a Type A General Law city; and

*WHEREAS*, Section 2256.005 of the Texas Government Code provides that the governing body of an investing entity shall adopt by rule, order, ordinance or resolution a written investment policy and review same not less than annually; and

*WHEREAS*, on May 24, 2010, the City Council adopted Ordinance No. 2010-012 establishing a Public Funds Investment Policy, codified as Chapter 1, Division 4., Sections 1.05.111-1.05.125 of the Ovilla Code of Ordinances; and

*WHEREAS*, the City Council adopted Resolution 2012-011 on August 27, 2012, amending and updating the City of Ovilla's Public Funds Investment Policy; and

*WHEREAS*, the City Council approved Ordinance 2014-006 with the adoption of Resolution 2014-010 on April 14, 2014, amending, updating and repealing certain sections the City of Ovilla's Public Funds Investment Policy; and

*WHEREAS*, the City Council finds and determines that it is in the best interest of the City of Ovilla to adopt an updated investment policy by resolution codified in Chapter 1, Division 4., Section 1.05.111 of the Ovilla Code of Ordinances.

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

### SECTION ONE

The Public Funds Investment Policy attached hereto as "Exhibit A" is declared to be the written Public Funds Investment Policy of the City of Ovilla, as required by Section 2256.005 of the Texas Government Code. A true and correct copy of same shall be maintained by the City Secretary and shall be reviewed by City Council, and revised as necessary, at least annually.


### SECTION TWO

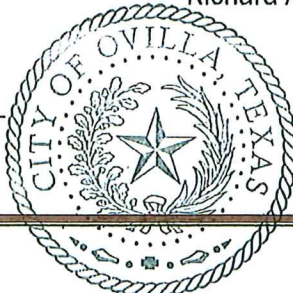
This resolution shall be in full force and effect from and after its passage and approval.

RESOLVED, PASSED AND APPROVED ON THIS 11th DAY OF May 2020.

  
Richard A. Dormier, Mayor

ATTEST:

  
Glennell Miller, City Secretary



# **CITY OF OVILLA, TEXAS**

## **INVESTMENT POLICY**

**May 11, 2020**

**Adopted by Resolution R2020-09, May 11, 2020**



# **CITY OF OVILLA, TEXAS INVESTMENT POLICY**

## **PREFACE**

**It is the policy of the City of Ovilla (the “City”) that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risks of investments, all available funds shall be invested in conformance with these legal and administrative guidelines to obtain a market rate of return.**

**Effective cash management is recognized as essential to good fiscal management. An active cash management and investment policy will be pursued to take advantage of investment interest as a viable and material source of revenue for City funds. The City’s portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. The City will invest public funds in a manner that will provide the maximum security and a market rate of return while meeting the daily cash flow demands of the City.**

**The City is required under the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) to adopt a formal written Investment Policy for the investment of public funds. These policies serve to satisfy the statutory requirement (specifically the Public Funds Investment Act, Chapter 2256 of the Texas Government Code [the “Act”]) to define, adopt and review a formal investment strategy and policy.**

**CITY OF OVILLA  
INVESTMENT POLICY  
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**Certification of Business Organization Sample Form**

1. **PURPOSE.** The purpose of this investment policy (the “Policy”) is to set forth specific investment policy and strategy guidelines for the City in order to achieve the goals of safety and liquidity, achieve a market rate of return, and maintain public trust in all investment activities. On an annual basis, the City Council shall review the investment strategy and policy and shall approve Policy revisions, if any, by formal resolution.

2. **INVESTMENT STRATEGY.** The City maintains a comprehensive and proactive cash management program that is designed to monitor and control all City funds to ensure maximum utilization and yield a market rate of return. (For the purpose of this policy, a “market rate of return” refers to the approximate interest rate that could be earned by an investor in a specific maturity range at any given point in time. For example, an investor seeking to earn a market rate of return while maintaining an investment portfolio with an average maturity of 90 days, would hope to earn approximately the same as a three-month Treasury bill. If the investor earns a rate much higher than this, it might signal an inappropriate level of risk.) The basic and underlying strategy of this program is that all of the City’s funds are earning interest. It is the responsibility and obligation of the City to maintain a flexible approach and be prepared to modify the investment strategy as market conditions dictate. The investment strategy described is predicated on conditions as now exist and are subject to change. The investment strategy emphasizes low credit risk, diversification, and the management of maturities. The strategy also considers the expertise and time constraints of the investment officers. The allowable investment instruments as defined in Section 6 of this Policy reflect the avoidance

of credit risk. Diversification refers to dividing investments among a variety of securities offering independent returns. This strategy uses local government investment pools to achieve diversification. The management of maturities refers to structuring the maturity dates of the direct investments so that, while funds are initially invested for a longer period of time, some investments mature as cash needs require.

2.1 The primary investment strategy and objectives of the City as specified in this Policy (See Section 4.) are listed below, in their order of importance:

- Safety and preservation of principal;
- Maintenance of sufficient liquidity to meet operating needs;
- Achieve a market rate of return on the investment portfolio; and
- Seek at all times to maintain public trust by adhering to the above stated objectives.

2.2 The list of investments authorized by this Policy intentionally excludes some investments allowed by state law. The restrictions limit possible credit risk and provide the maximum measure of safety. Within the investment objectives, the investment strategy is to utilize authorized investments for maximum advantage to the City. To increase the interest earnings for funds identified as being available for investment over longer periods of time based upon a cash requirements projection, the City will consider the following strategies:

2.2.1 **Strategy No. 1.** Diversifying the City's investment opportunities through the use of local government investment pools and money market mutual funds as authorized by the City Council. An investment pool is an entity created to invest public funds jointly on behalf its' participants and whose investment objectives in order of priority match those objectives of the City. Funds are usually available from investment pools on a same-day basis, meaning the pools have a high degree of liquidity. Because of the size and expertise of their staff, investment pools are able to prudently invest in a variety of the investment types allowed by state law. In this manner, investment pools achieve diversification. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank are available for deposit in investment pools.

2.2.2 **Strategy No. 2.** Building a ladder of Investment Policy authorized securities with staggered maturities for all or part of the longer-term investable funds. The benefits of this ladder approach include the following:

- It is straight-forward and easily understood;
- It represents a prudent diversification method;
- All investments remain within the approved maturity horizon;
- It will normally allow the City to capture a reasonable portion of the yield curve; and
- It provides predictable cash flow with scheduled maturities and reinvestment opportunities.

2.2.3. **Strategy No. 3.** At this time, the City does not use an investment management firm. Should the City determine a need, the following strategy will apply:

Pursuant to the Public Funds Investment Act (Texas Government Code 2256.003), the City may, at its discretion, contract with an investment management firm registered under the Investment Advisors Act of 1940 (15 U.S.C. Section 80b-1 et seq.) and with the State Securities Board to

provide for investment and non-discretionary management of its public funds or other funds under its control.

An appointed Investment Advisor shall act solely in an advisory and administrative capacity, within the guidelines of this Investment Policy. At no time shall the advisor take possession of securities or funds or otherwise be granted discretionary authority to transact business on behalf of the City. Any contract awarded by the City Council for investment advisory services may not exceed two years, with an option to extend by mutual consent of both parties.

Duties of the Investment Advisor shall include, but not be limited to, assistance in purchasing securities, securities clearance, producing required reports, pricing the portfolio, performing due diligence on broker/dealers, market monitoring and economic review.

Any Investment Advisor contracted by the City shall abide by the *Prudent Expert Rule*, whereby investment advice shall, at all times, be given with the judgment and care, under circumstances then prevailing, which persons paid for their special prudence, discretion and intelligence in such matters exercise in the management of their client's affairs, not for speculation by the client or production of fee income by the advisor or broker, but for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived.

2.2.4. **Strategy No. 4.** The City will maintain portfolio(s) that utilize four specific investment strategy considerations designed to address the unique characteristics of the fund group(s) represented in the portfolio(s):

2.2.4.1 Investment strategies for operating funds and pooled funds containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio that will experience minimal volatility during economic cycles through diversification by security type, maturity date and issuer. All security types, as authorized by this policy, are considered suitable investments for the operating and pooled funds.

2.2.4.2 Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date(s). These funds have predictable payment schedules. Therefore investment maturities shall not exceed the anticipated cash flow requirements.

2.2.4.3 Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund. Managing the Debt Service Reserve Fund's portfolio maturities to not exceed the call provisions of the bond issue will reduce the investment's market risk if the City's bonds are called and the reserve fund liquidated. No investment maturity shall exceed the final maturity of the bond issue.

2.2.4.4 Investment strategies for special projects or capital projects funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. Market conditions and arbitrage regulations will influence the investment of capital project funds. When market conditions allow, achieving a positive spread to applicable arbitrage yield is the desired objective, although at no time shall the anticipated expenditure schedule be exceeded in an attempt to increase yield.

2.2.5 **Strategy No. 5 - Hold until Maturity.** The strategy of the City is to maintain sufficient liquidity in its portfolio so that it does not need to sell a security prior to maturity. Should it become necessary to sell a security prior to maturity, where the sale proceeds are less than the current book value, the prior written consent of the City Manager must be obtained. Securities may be sold prior

to maturity by the Investment Officer at or above their book value at any time. The result of all sales of securities prior to maturity shall be reported to the City Manager within two business days of the sale. The report shall provide the amount of proceeds from the sale, including accrued interest to the date of sale, less the current book value and the dollar amount of gain on the sale.

2.2.6 **Strategy No. 6 - Pooling of Deposits and Investments.** All demand deposits of the City will be concentrated with one central depository. This procedure will maximize the City's ability to pool cash for investment purposes, and provide more manageable banking relationships. In addition, depositories not holding demand deposits of the City may be eligible to bid on City investments, subject to the approval of the City Manager.

2.2.7 **Strategy No. 7 - Depository Bank Relationships.** This Policy shall further seek to maintain good depository bank relationships while minimizing the cost of banking services. The City will seek to maintain a depository contract that will be managed to a level that minimizes the cost of the banking relationship to the City, while allowing the City to earn an appropriate return on idle demand deposits.

2.2.8 **Strategy No. 8 - Single Pooled Fund Group.** A single strategy is specified, in accordance with the single pooled fund group as defined in this Policy. However, earnings from investments will be allocated on a pro-rata cash basis to the individual funds and used in a manner that will best service the interests of the City.

2.2.9 **Strategy No. 9 - Maximizing Investable Cash Balances.** Procedures shall be established and implemented in order to maximize investable cash by decreasing the time between the actual collection and the deposit of receipts, and by the controlling of disbursements.

**3. SCOPE.** The Investment Policy shall govern the investment of all financial assets considered to be part of the City entity and includes the following funds or fund types: the General Fund, Enterprise Funds, Special Revenue Funds, General Obligation Interest and Sinking Fund, Capital Projects Funds, Special Revenue Funds, EDC Fund, MDD Fund and any other funds which have been contractually delegated to the City for management purposes. The City may add or delete funds as may be required by law, or for proper accounting procedures. This policy does not include funds governed by approved trust agreements, or assets administered for the benefit of the City by outside agencies under retirement or deferred compensation programs. Additionally, bond funds (including debt service and reserve funds) are governed by bond ordinances and are subject to the provisions of the Internal Revenue Code and applicable federal regulations governing the investment of bond proceeds.

**4. INVESTMENT OBJECTIVES.** Funds of the City shall be invested in accordance with all applicable Texas statutes, this Policy and any other approved, written administrative procedures. The four objectives of the City's investment activities shall be as follows (in the order of priority):

4.1 **Safety of Principal.** Safety of principal invested is the foremost objective in the investment decisions of the City. Each investment transaction shall seek to ensure the preservation of capital in the overall portfolio. The risk of loss shall be controlled by investing only in authorized securities, as defined in this Policy, by qualifying the financial institutions with whom the City will transact business and through portfolio diversification. Safety is defined as the undiminished return of the principal on the City's investments.

4.2 **Liquidity.** The investment portfolio shall be managed to maintain liquidity to ensure that funds will be available to meet the City's cash flow requirements and by investing in securities with active secondary markets. Investments shall be structured in such a manner as will provide the liquidity necessary to pay obligations as they become due. A security may be liquidated prior to its stated

maturity to meet unanticipated cash requirements, or to otherwise favorably adjust the City's portfolio, in accordance with Section 2.2.5 above.

**4.3 Market Rate-of-Return (Yield).** The City's investment portfolio shall be designed to optimize a market rate-of-return on investments consistent with risk constraints and cash flow requirements of the portfolio. The investment portfolio shall be managed in a manner that seeks to attain a market rate of return throughout budgetary and economic cycles. The City will not attempt to consistently attain an unrealistic above market rate-of-return, as this objective will subject the overall portfolio to greater risk. Therefore, the City's rate of return objective is secondary to those of safety and liquidity. Rate of return (yield) is defined as the rate of annual income return on an investment, expressed as a percentage.

**4.4 Public Trust.** All participants in the City's investment program shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction that might involve a conflict of interest or otherwise impair public confidence in the City's ability to govern effectively. All officials of the City having either a direct or indirect role in the process of investing idle funds shall act responsibly as custodians of the public trust.

**5. INVESTMENT RESPONSIBILITY.** As provided in this policy, the daily operation and management of the City's investments are the responsibility of the following person.

**5.1 Delegation of Authority.** The City Manager and the Finance Director are authorized to deposit, withdraw, invest, transfer or manage in any other manner the funds of the City. Management responsibility for the investment program is hereby delegated to the Finance Director, as approved by the City Manager, who shall establish written procedures for the operation of the investment program, consistent with this Policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. All persons involved in investment activities will be referred to in this Policy as "Investment Officers." No persons may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Finance Director. The Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate Investment Officials. The system of controls shall be designed to provide reasonable assurance that the assets of the City are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that:

- (1) the cost of a control should not exceed the benefits likely to be derived; and
- (2) the valuation of costs and benefits requires estimates and judgments by management.

Commitment of financial and staffing resources in order to maximize total return through active portfolio management shall be the responsibility of the City Council.

**5.2 Prudence.** The standard of prudence to be applied by the Investment Officer shall be the "prudent investor" rule, which states, "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the following:

- 5.2.1 the investment of all funds over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and
- 5.2.2 whether the investment decision was consistent with the written investment Policy and procedures of the City.

5.2.3 Investment officials acting in accordance with the Investment Policy and exercising due diligence shall be relieved of personal responsibilities for an individual security's credit risk or market price change, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments. In determining whether an investment official has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds over which the official had responsibility rather than consideration as to the prudence of a single investment and whether the investment decision was consistent with the City's Investment Policy.

5.3 **Due Diligence.** The Investment Officer acting in accordance with written policies and procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported in a timely manner and that appropriate action is taken to control adverse developments. All Investment Officers involved in investment transactions will be bonded.

5.4 **Ethical Standards and Conflicts of Interest.** All City Investment Officers having a direct or indirect role in the investment of City funds shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. An Investment Officer who has a personal business relationship with the depository bank or with any entity seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

5.5 **Investment Training.** The Investment Officers shall attend at least one training session of at least ten (10) hours relating to the officer's responsibility under the Public Funds Investment Act within twelve (12) months after assuming duties, and attend an investment training session not less than once every two years, receiving an additional eight (8) hours of training. Such training from an independent source shall be approved by the City Manager and endorsed by either the Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, the North Central Texas Council of Governments, or the University of North Texas Center for Public Management.

**6. AUTHORIZED INVESTMENTS.** As stated previously, safety of principal is the primary objective in investing public funds and can be accomplished by limiting two types of risk — credit risk and interest rate risk. Credit risk is the risk associated with the failure of a security issuer or backer to repay principal and interest in full. Interest rate risk is the risk that the value of a portfolio will decline due to an increase in the general level of interest rates. In order to provide for safety of principal as the City's primary objective, only certain investments are authorized as acceptable investments for the City. The following list of authorized investments for the City intentionally excludes some investments authorized by law. These restrictions are placed in order to limit possible risk and provide the maximum measure of safety to City funds.

6.1 **Authorized and Acceptable Investments.** The authorized list of investment instruments are as follows:

- (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 Federal Deposit Insurance Corporation (FDIC).

- (2) Direct obligations of the State of Texas, or its agencies and instrumentalities.
- (3) Other obligations, the principal of and interest on 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-backed securities.
- (4) Collateralized Certificates of Deposit. A certificate of deposit issued by a depository institution that has its main office or a branch office in the state and is:
- guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
  - secured by obligations that are described by Section 2256.009(a) of the Public Funds Investment Act, including mortgage backed securities directly issued by a federal agency or instrumentality, but excluding those mortgage backed securities of the nature described in Section 2256.009(b) of the Act; or
  - secured in any other manner and amount provided by law for deposits of the City.
- In addition to the City's authority to invest funds in certificates of deposit, a CD investment made in accordance with the following conditions is an authorized investment under TX Government Code Section 2256.010(b):
- (a) the funds are invested by the City through a clearing broker registered with the Securities and Exchange Commission (SEC) and operating pursuant to SEC rule 15c3 -3 (17 C. F.R. Section 240. 15c3 -3) with its main office or branch office in Texas and selected from a list adopted by City; or a depository institution that has its main office or a branch office in Texas and that is approved and selected by the City;
  - (b) the selected broker or depository institution arranges for the deposit of the funds in CDs in one or more federally insured depository institutions, wherever located, for the account of the City;
  - (c) the full amount of the principal and accrued interest of each CDs is insured by the United States or an instrumentality of the United States;
  - (d) the selected broker or depository institution acts as custodian for the City with respect to the CDs issued for the account of the City.
- (5) Eligible Local Government Investment Pools. Public funds investment pools which invest in instruments and follow practices allowed by the current law as defined in Section 2256.016 of the Texas Government Code, provided that:
- the investment pool has been authorized by the City Council;
  - the pool shall have furnished the Investment Officer an offering circular containing the information required by Section 2256.016(b) of the Texas Government Code;
  - the pool shall furnish the Investment Officer investment transaction confirmations with respect to all investments made with it;
  - the pool shall furnish to the Investment Officer monthly reports containing the information required under Section 2256.016(c) of the Texas Government Code;

- the pool is continuously rated no lower than “AAA” or “AAA-m” or an equivalent rating by at least one nationally recognized rating service;
- the pool marks its portfolio to market daily;
- the pool’s investment objectives shall be to maintain a stable net asset value of one dollar (\$1.00); and
- the pool’s investment philosophy and strategy are consistent with this Policy.

(6) Regulated No-Load Money Market Mutual Funds. These investments are authorized, under the following conditions:

- the money market mutual fund is registered with and regulated by the Securities and Exchange Commission;
- the fund provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;
- the fund has a dollar-weighted average portfolio maturity of sixty (60) days or less;
- the investment objectives include the maintenance of a stable net asset value of one dollar (\$1.00) per share; and
- the fund is continuously rated no lower than "AAA" or an equivalent rating by at least one nationally recognized rating service.
- The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.

(7) Repurchase Agreements, Reverse Repurchase Agreements, Bankers’ Acceptances; Commercial Paper. These investments are authorized for the City only to the extent that they are contained in the portfolios of approved public funds investment pools in which the City invests, or as otherwise provided below.

- The direct investment in reverse repurchase agreements, bankers’ acceptances, and commercial paper by the City is not authorized.
- Fully flexible repurchase agreements are authorized in this Policy, to the extent authorized under the Public Funds Investment Act (Texas Government Code 2256.001.) The use of flex repos shall be limited to the investment of bond proceeds and the maturity date of any such agreement shall not exceed the expected proceeds draw schedule.

**6.2 Investment Instruments NOT Authorized.** The following instruments are eligible for investment by local government according to state law, but they have been intentionally prohibited for the City by this Policy: mortgage-related obligations, guaranteed investment contracts, options, financial futures contracts and, day trading of long-term securities. In addition to these restricted investments, state law specifically prohibits investment in the following securities:

- (1) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- (2) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

- (3) Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.
- (4) Collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

**7. DIVERSIFICATION.** Diversification of investment instruments shall be utilized to avoid incurring unreasonable risks resulting from over-concentration of investments in a specific maturity, a specific issue, or a specific class of securities. With the exception of U.S. Government securities, as authorized in this Policy, and authorized local government investment pools, no more than fifty percent (50%) of the total investment portfolio will be invested in any one security type or with a single financial institution. Diversification of the portfolio considers diversification by maturity dates and diversification by investment instrument.

**7.1 Diversification by Maturities.** The longer the maturity of investments, the greater their price volatility. Therefore, it is the City's policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risks caused by change in interest rates. The City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than three (3) years from the date of purchase. However, the above described obligations, certificates, or agreements may be collateralized using longer date instruments. The City shall diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. Maturity scheduling shall be managed by the Investment Officer so that maturities of investments shall be timed to coincide with projected cash flow needs.

The entire City portfolio, including funds at the City's depository bank, shall comprise one pooled fund group, and the maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio is two hundred seventy (270) days. Investment maturities for debt service interest and sinking funds and/or other types of reserve funds, whose use is never anticipated, may not exceed three (3) years.

**7.2 Diversification by Investment Instrument.** Diversification by investment instrument shall not exceed the following guidelines for each type of instrument:

	<u>Percentage of Portfolio (Maximum)</u>
U.S. Treasury Obligations	100%
U.S. Government Agency Securities and Instrumentalities of Government-Sponsored Corporations	80%
Authorized Local Government Investment Pools	100%
Fully Collateralized Certificates of Deposit	50%
SEC-Regulated No-Load Money Market Mutual Funds	10%

**7.3** The City shall invest local funds in investments yielding a market rate-of-return while providing necessary protection of the principal consistent with the operating requirements of this section or written policies.

**8. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS.** At this time, the City does not use Brokers or Dealers. Should the City determine a need, the following procedures and requirements will apply:

Financial institutions (federally insured banks) with and through whom the City invests shall be state or national banks doing business in this state. No public deposit shall be made except in a qualified public depository as established by state laws. Brokers/Dealers authorized to provide investment services to the City may include only those authorized by the City Manager. All banking services will be governed by a depository contract awarded by the City Council. In addition, the Finance Director shall maintain a list of authorized security brokers/dealers, and investment pools that are authorized by the City Manager and/or the City Council.

8.1 All financial institutions with whom the City does business must supply the following as appropriate: (1) audited financial statements; (2) proof of Financial Industry Regulatory Authority (FINRA) certification; (3) proof of state registration and completed broker/dealer questionnaire; (4) certification of having read the City's investment policy signed by a qualified representative of the organization, acknowledging that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization.

8.2 An annual review of the financial condition and registration of qualified bidders will be conducted by the Finance Director. The review may include, but is not limited to, review of rating agency reports, review of call reports, and analyses of management, profitability, capitalization, and asset quality. Financial institutions and brokers/dealers desiring to conduct business with the City shall be required to provide any financial data requested by the City Manager or the Investment Officer. Upon completion of the annual review by the Finance Director, the financial institutions and brokers/dealers desiring to conduct business with the City shall be approved by the City Manager.

8.3 Selection criteria for federally insured financial institutions shall include the following: (1) the financial institution must be insured by the FDIC and (2) the financial institution must be incorporated under the laws of the State of Texas or of the United States of America.

8.4 The Investment Officer, or designee, of the City is responsible for monitoring the investments made by a financial institution and/or broker/dealer to determine that they are in compliance with the provisions of the Investment Policy.

**9. DELIVERY VERSUS PAYMENT.** It is the policy of the City that all security transactions entered into with the City shall be conducted on a "**DELIVERY VERSUS PAYMENT**" (DVP) basis through the Federal Reserve System. By doing this, City funds are not released until the City has received, through the Federal Reserve wire, the securities purchased. The City shall authorize the release of funds only after receiving notification from the safekeeping bank that a purchased security has been received in the safekeeping account of the City. The notification may be oral, but shall be confirmed in writing.

## **10. SAFEKEEPING AND COLLATERALIZATION.**

10.1 **Safekeeping.** All securities owned by the City shall be held by its safekeeping agent, except the collateral for bank deposits. The collateral for bank deposits will be held in the City's name in the bank's trust department, or alternatively, in a Federal Reserve Bank account in the City's name, or a third-party bank, at the City's discretion. Original safekeeping receipts shall be obtained and held by the City. The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure time deposits.

10.2 **Collateralization.** Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all city funds on deposit with a depository bank. The market value of the investments securing the deposit of funds shall be at least equal to the amount of the deposits of funds reduced to the extent that the deposits are insured by the Federal Deposit Insurance Corporation (FDIC). Securities pledged as collateral shall be held in the City's name, in a segregated account at the Federal Reserve Bank or by an independent third party with whom the City

has a current custodial agreement. The agreement is to specify the acceptable investment securities as collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. The safekeeping agreement must clearly state that the safekeeping bank is instructed to release purchased and collateral securities to the City in the event the City has determined that the depository bank has failed to pay on any matured investments in certificates of deposit, or has determined that the funds of the City are in jeopardy for whatever reason, including involuntary closure or change of ownership. A clearly marked evidence of ownership, e.g., safekeeping receipt, must be supplied to the City and retained by the City. Any collateral with a maturity over five (5) years must be approved by the Investment Officer before the transaction is initiated. Release of collateral or substitution of securities must be approved in writing by the Investment Officer. Financial institutions serving as City depositories will be required to sign a "Depository Agreement" with the City and the City safekeeping agent. The collateralized deposit portion of the agreement shall define the City's rights to collateral in the event of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the Agreement must be in writing;
- the Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- the Agreement must be approved by the Board of Directors of the Loan Committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- the Agreement must be part of the Depository's "official record" continuously since its execution.

10.2.1 The City may accept the following securities as collateral for bank deposits (V.T.C.A., Government Code, Section 2256.001, et. seq, formerly Article 842a-2, Section 2, V.T.C.S., as amended);

- FDIC and FSLIC insurance coverage;
- A bond, certificate of indebtedness, or Treasury Note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States;
- Obligations, the principal and interest on which are unconditionally guaranteed or insured by the State of Texas;
- A bond of the State of Texas or of a county, city, or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than "A" or its equivalent) by a nationally recognized rating agency with a remaining maturity of ten years or less;
- Surety Bonds that meet the requirements of the Public Funds Investment Act; or
- Federal Home Loan Bank Letters of Credit.

10.2.2 For certificates of deposit and other evidences of deposit, collateral shall be at 102% of market or par, whichever is lower. The market value of collateral will always equal or exceed the principal plus accrued interest of deposits at financial institutions.

10.2.3 Financial institutions, with which the City invests or maintains other deposits, shall provide monthly, and as requested by the Investment Officer, a listing of the collateral pledged to the City, marked to current market prices. The listing shall include total pledged securities itemized by name, type, description, par value, current market value, maturity date, and Moody's or Standard & Poor's rating, if applicable. The City and the financial institution shall jointly assume the responsibility for ensuring that the collateral is sufficient.

**11. INTERNAL CONTROL.** The Finance Director shall establish a system of written internal controls, which shall be reviewed annually by independent auditors. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The internal controls are to be reviewed annually in conjunction with an external independent audit. This review will provide assurance of compliance with policies and procedures as specified by this Policy. The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls and adherence to the City's established investment policy.

**12. PERFORMANCE.** The City's investment portfolio shall be designed to obtain a market rate of return on investments consistent with risk constraints and expected cash flow of the City. The benchmark for performance that is appropriate for the City's cash flow cycle will be TexPool (a local government investment pool).

**13. REPORTING.** The Finance Director shall submit a signed quarterly investment report that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the quarter.

13.1 Annual Report. Within 60 days of the end of the fiscal year, the Finance Director shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council. The reports prepared by the Finance Director shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council by that auditor.

13.2 Methods. The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the past quarter. This management summary will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be prepared in compliance with generally accepted accounting principles. The report will be provided to the City Manager and City Council. The report will include the following:

- A listing of individual securities held at the end of the reporting period. This list will include the name of the fund or pooled group fund for which each individual investment was acquired;
- Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market values shall be obtained from financial institutions or portfolio reporting services independent from the broker/dealer from which the security was purchased;
- Additions and changes to the market value during the period;
- Fully accrued interest for the reporting period;
- Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks;

- Listing of investments by maturity date;
- The percentage of the total portfolio which each type of investment represents; and
- Statement of compliance of the City's investment portfolio with State Law and the investment strategy and policy approved by the City Council.
- Market prices for all securities will be obtained and monitored through the use of safekeeping agents, independent pricing services, broker/dealers who did not sell the actual security being priced, as well as published or online services such as the Wall Street Journal or Bloomberg.

**14. INVESTMENT POLICY ADOPTION AND AMENDMENT.** The City's Investment Policy shall be adopted and amended by resolution of the City Council only. The City's written policies and procedures for investments are subject to review not less than annually to stay current with changing laws, regulations and needs of the City. Any changes or modifications to this Investment Policy, if any, shall be approved, and adopted by a formal resolution of the City Council.

## GLOSSARY OF TERMS

The Investment Policy contains specialized and technical terminology that is unique to cash management and investment activities. The following glossary of terms is provided to assist in understanding these terms.

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**Affinity.** Related through marriage.

**Agencies.** See U.S. Agency securities.

**Bankers' Acceptances.** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer. When discounted and sold in the secondary market, bankers' acceptances become a short-term investment alternative.

**Book Value.** The cost of a security as recorded in the City's accounting records. For purposes of evaluating a sale of a security, it is a function of the original cost, the amortization of premium or discount, and the accrued interest. Specifically, it is the face value of the security plus the accrued interest plus any unamortized premium or minus any unamortized discount. Book value is often compared to market value, which is defined below.

**Broker.** A person or company that, for a fee or commission, brings buyers and sellers of securities together.

**Certificate of Deposit.** A time deposit with a specific maturity evidenced by a certificate.

**Collateral.** In general, assets which one party pledges as a guarantee of performance. Specifically, securities pledged by a bank to secure deposits of public monies. In the event of bank failure, the securities become the property of the public entity.

**Collateralized Mortgage Obligations (CMO's).** Securities based on a pool of home mortgages.

**Commercial Paper.** An unsecured promissory note issued primarily by corporations for a specific amount and maturing on a specific day. The maximum maturity for commercial paper is 270 days, but most frequently maturities do not exceed 30 days. Almost all commercial paper is rated by a rating service.

**Consanguinity.** Related by blood.

**Coupon.** The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. Also, a certificate attached to a bond indicating interest due on a payment date.

**Credit Risk.** The uncertainty that the principal amount of an investment will be returned without loss of value to the default of the borrower.

**CUSIP.** A unique security identification number assigned to securities maintained and transferred on the Federal Reserve book-entry system.

**Dealer.** A person or company that endeavors to profit from buying and selling investments for its own account.

**Delivery Versus Payment (DVP).** A method of delivering securities that requires the simultaneous exchange of the security and the payment. It provides a safeguard against paying for securities before they are received.

**Demand Deposits.** Deposits at a financial institution that are available to the depositor upon the depositor's demand.

**Depository Bank.** The primary bank of the City. The relationship between the depository bank and the City is governed by state law and by a depository contract that is approved by the City Council.

**Discount.** The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale is also considered to be at a discount.

**Discount Securities.** Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

**Diversification.** The strategy of dividing investments among a variety of securities offering independent risks and yields. Diversification lessens the likelihood of losing the entire portfolio of investments and averages yields among the investment alternatives.

**Discount.** The difference between the cost of a security and its value at maturity, in cases where the cost is less than the value at maturity.

**Federal Agency** – A debt instrument, either fully guaranteed or sponsored by the U.S. government. The typical definition of agency includes the government sponsored enterprises of Fannie Mae, Freddie Mac, the Federal Farm Credit Bank (FFCB) and the Federal Home Loan Bank (FHLB).

**Federal Deposit Insurance Corporation (FDIC).** A federal agency that insures bank deposits, currently up to \$250,000 per account. Public deposits that exceed this amount must be properly collateralized with investment securities or insured through a surety bond.

**Federal Farm Credit Bank (FFCB)** - The Federal Farm Credit Bank System is the oldest of the government sponsored enterprises, created by an act of Congress in 1916. Its mission is to provide a reliable and low cost source of funds to support agriculture in the United States. FFCB debt obligations are highly liquid and its senior debt is rated AA+.

**Federal Funds Rate.** The rate of interest at which Federal funds are traded. This rate is currently set by the Federal Reserve through open-market operations.

**Federal Home Loan Bank (FHLB).**

The Federal Home Loan Bank was created by an act of Congress in 1932 as a system of 12 regional banks that provide funds to its member banks. FHLB's primary mission is to support residential and community lending. Its membership of more than 8,000 financial institutions includes savings banks, commercial banks, credit unions and insurance companies active in housing finance. FHLB debt obligations are highly liquid and its senior debt is rated AA+.

**Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac").**

Freddie Mac was created by an act of Congress in 1970 as a shareholder-owned company to further expand the secondary market for mortgage loans in the United States. Freddie Mac buys existing mortgages and pools them together to create mortgage-backed securities that can then be sold to investors, thereby providing liquidity to lenders who can then make additional loans. Along with Fannie Mae, Freddie Mac was placed into government conservatorship in September 2008, but continues full operations under government control and has been instrumental in the government's attempts to revive the housing sector. Freddie Mac securities are highly liquid and its senior debt is rated AA+.

**Financial Industry Regulatory Authority (FINRA)** - formerly the National Association of Securities Dealers (NASD) - A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

**Federal National Mortgage Association (FNMA or “Fannie Mae”).** Fannie Mae was created by an act of Congress in 1938 under the Federal National Mortgage Association Act to provide a secondary market for mortgage loans in the United States. It does this by purchasing existing home loans and pooling them together to create mortgage-backed securities that can then be sold to investors, along with a guaranty of the timely payment of principal and interest on the underlying loans. Fannie Mae was privatized in 1968, and operated as a private stockholder-owned company for 40 years before the housing market collapse forced them into federal government conservatorship in September 2008. Fannie Mae debt obligations are highly liquid and its senior debt is rated AA+.

**Fully Flexible Repurchase Agreement (“flex repo”).** A specialized contract designed for the short-term investment of proceeds available from the sale of municipal bonds, notes and certificates. Flex repos allow for incremental repurchases, with the buyer/issuer (the City) retaining the right to force the seller to repurchase all, or a portion of, the sold securities held under repurchase agreement, at any time before the maturity date of the agreement, at a fixed rate for the life of the agreement.

**Hold Until Maturity.** This investment strategy is intended to avoid interest rate risk by maintaining ownership of an investment until it matures. At maturity, the face value of the security is received, but in some cases where a security is sold before maturity, less than the face value and the book value is received. Please see interest rate risk defined below.

**Interest Rate Risk.** The uncertainty of the return of principal on fixed rate securities that are sold prior to maturity. When interest rates rise, the market value of fixed rate securities decreases.

**Internal Control.** Policies and procedures that are established to provide reasonable assurance that specific government objectives are achieved and that assets are safeguarded.

**Investment.** The purchase of securities which, upon analysis, promise safety of principal and a satisfactory return. These factors distinguish investment from speculation.

**Investment Objective.** The aim, goal or desired end of action of the investment activity.

**Investment Pool.** An entity created to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are safety, liquidity, and yield. (Sometimes called Local Government Investment Pool.)

**Investment Strategy.** The overall plan or method proscribed to achieve the investment objectives of the City.

**Laddered Maturity.** An investment strategy whereby investments are purchased to mature at regular intervals.

**Liquidity.** The measure of an investment’s ability to be converted quickly and easily into cash without a substantial loss of value.

**Local Government Investment Pool.** See **Investment Pool**.

**Market Rate of Return.** A general term referring to the approximate interest rate that could be earned by an investor in a specific maturity range at any given point in time. For example, an investor seeking to earn a “market rate of return” while maintaining an investment portfolio with an average maturity of 90 days, would hope to earn approximately the same as a three-month agency discount note. If the investor earns a rate much higher than this, it might signal an inappropriate level of risk.

**Market Risk.** The uncertainty of the value of the City’s portfolio arising from changes in the market conditions of investment securities.

**Market Value.** The price, including accrued interest, at which a security is trading for which it can be readily sold or purchased.

**Maturity.** The date upon which the principal or stated value of an investment becomes due and payable.

**Money Market Mutual Fund.** A mutual fund that purchases short-term debt instruments, such as Treasury Bills, commercial paper, and bankers' acceptances, and which strives to maintain a stable net asset value of \$1.00.

**Mutual Fund.** Investment companies that sell shares to investors, offering investors diversification and professional portfolio management. Prices generally fluctuate with the performance of the fund.

**Net Asset Value.** The ratio of the market value of the portfolio divided by the book value of the portfolio.

**Par.** The value of a security as expressed on its face (face value) without consideration of a discount or premium.

**Pledge.** The grant of a collateral interest in investment securities by the depository bank as assurance of the safety of City deposits.

**Pooled Fund Group.** The combination of various accounts and funds of the City in a single, internally-created investing entity.

**Portfolio.** The collection of securities held by an investor.

**Principal.** The capital sum of an investment, as distinguished from interest.

**Premium.** The difference between the cost price and the face value at maturity in cases where the cost price is higher than the face value.

**Rate-of-Return.** See Yield.

**Repurchase Agreement (REPO).** An investment arrangement in which the holder of a security sells that security to an investor (the City) with an agreement to repurchase the security at a fixed price and on a fixed date.

**Reverse Repurchase Agreement.** An investment arrangement by which the City sells a security to a third party, such as a bank or broker/dealer, in return for cash and agrees to repurchase the instrument from the third party at a fixed price and on a fixed date. The City would then use the cash to purchase additional investments. This type of investment is prohibited in the City's portfolio, except to the extent used by local government investment pools with which the City invests.

**Safekeeping.** An arrangement whereby a bank holds securities and other valuables for protection in exchange for a fee.

**Safety.** The assurance of the undiminished return of the principal of the City's investments and deposits.

**Secondary Market.** A market for the purchase and sales of outstanding securities following their initial distribution.

**SEC Rule 15C3-1 (Uniform Net Capital Rule).** Security and Exchange Commission requirement that member firms and nonmember broker/dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1.

**Security.** A financial instrument that signifies an ownership interest, the right to an ownership interest, or creditor status.

**Security Risks.** The uncertainty of the value of a security dependent on its particular qualities.

**Time Deposits.** Deposits at the depository bank that are not due and payable until a specific date.

**United States Agency Securities.** Debt instruments issued by an executive department, an independent federal establishment, or a corporation or other entity established by Congress which is owned in whole or in part by the United States of America.

**United States Treasury Securities.** Debt instruments issued by the Treasury of the United States. **Treasury Bills** are issued for short-term borrowings (less than one year); **Treasury Notes** are issued for mid-term borrowings (Two - ten years); **Treasury Bonds** are issued for long-term borrowings (over ten years).

**Yield.** The rate of annual income return on an investment, expressed as a percentage.

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

**CITY OF OVILLA, TEXAS**

This certification is executed on behalf of the City of Ovilla, Texas (the "City"), and \_\_\_\_\_ (the "Business Organization"), pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act") in connection with investment transactions conducted between the City and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the Investor as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code; and
2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the City; and
3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the City that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of Business Organization

Firm: \_\_\_\_\_

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF OVILLA MINUTES**  
**Monday December 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 December 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 (teleconference)

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**

PL2 Oberg gave the invocation and PL1 Huber led the reciting of the U.S. Pledge of Allegiance and the Pledge to the Texas Flag.

**ANNOUNCEMENTS, PROCLAMATIONS, PRESENTATIONS, COMMENTS**

Public Works Director James Kuykendall gave acknowledgement of the passing of Public Works employee Dwight Gaines. Announced a plaque and picture of Mr. Gaines.

Mayor Dormier commented on the Annual Christmas Tree Lighting

Police Chief Windham introduced new employees:

Peter Hartin – police officer

Emily Starkey – police administration assistant

**CITIZEN COMMENTS:**

1. None

**CONSENT AGENDA**

1. Regular Meeting Minutes 2020.09.14 Revised
2. Regular Meeting Minutes 2020.11.09

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

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

**PUBLIC HEARING AGENDA**

Receive presentation and citizen comments on the recommended amendment to Chapter 5 “Thoroughfares” of the 2016 Comprehensive Plan (“The Plan”), reclassifying Red Oak Creek Road from collector four lane undivided (“C4U”) to collector two lane undivided (C2U”).

**PRESENTATION** was given by City Manager Pam Woodall – Review Chapter 5 “Thoroughfares” of the Comprehensive Land Use Plan, as well as explained the received recommendations from the Thoroughfare Committee and Planning and Zoning Commission to reclassify Red Oak Creek Road and make revision to the Thoroughfare Plan.

**PUBLIC HEARING** to receive comments from those wishing to speak on the reclassification of Red Oak Creek Road.

**PUBLIC HEARING: OPENED 6:45 PM**

There were no Citizens on the Zoom teleconference line to speak for or against this item

**PUBLIC HEARING: OPENED 6:46 PM**

**REGULAR AGENDA**

**ITEM 1. DISCUSSION/ACTION** – Consideration of and action on an Ordinance No. 2020-15 of the City of Ovilla, Texas, amending Chapter 5 “thoroughfares” of the 2016 Comprehensive Plan (The ‘Plan’) reclassifying Red Oak Creek Road from collector four lane undivided (C4U) to collector two lane undivided (C2U) revising the section entitled ‘collector streets’ on page 5-5 of The Plan by removing the reference to Red Oak Creek Road’s classification as C4U; revising the Thoroughfare plan map on page 5-6 to reflect the said reclassification and adoption.

PL2 Oberg made the motion to approve Ordinance No. 2020-15 amending Chapter 5 “thoroughfares” of the 2016 Comprehensive Plan reclassifying Red Oak Creek Road from collector four lane undivided (C4U) to collector two lane undivided (C2U) revising the section ‘collector streets’ as presented. Seconded by PL1 Huber.

**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 2. DISCUSSION/ACTION** – Consideration of and action on Ordinance No. 2020-16 of the City of Ovilla, Texas, amending Appendix “A” (fee schedule), Section A7.001 (garbage collection fees), of the City of Ovilla Code of Ordinances, providing amended residential and commercial garbage collection fees; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

At the November Council meeting, staff presented Council with notice received from CWD of their intentions to increase garbage/refuse collection rates. Per the contract agreement, one CPI increase is permitted this action annually with a 60-day advanced notice. Council approved the increase to be effective on the January 01, 2021 billing cycle.

With the financial impact, staff asked legal counsel to prepare an ordinance if Council decided to pass the increase on to the customer. The City absorbed the last CPI increase issued in 2019. The increase to the residential customer is a .0214 percent increase – about a\$ 0.33 cent increase to their base rate of \$15.52, bringing the new rate to \$15.85 per residential household.

Ovilla’s senior rate is currently \$14.28. This increase would bring their new rate to \$14.59. The only way to avoid an increase impacting the senior residents is if the average of both the senior rate and regular customer rate is at the least equal to the base rate charged to the City by CWD. (\$14.93)

After discussion PL2 Oberg made the motion to approve Ordinance No. 2020-16 “Option 1”. 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 approve carried unanimously: 5-0**

- ITEM 3. DISCUSSION/ACTION** – Consideration of and action on Resolution R2020-22, of the City Council of the City of Ovilla, Texas approving the terms, conditions, and engagement letter by, between, and among BKD, Certified Public Accountants and Advisors and the City of Ovilla, which engagement letter is attached hereto and incorporated herein as exhibit “A”; authorizing the Mayor to execute said Resolution and engagement letter; and providing an effective date.

The financial review committee made up of Sharon Jungman City Accountant, Pam Woodall City Manager, PL4 Councilmember Hunt, and Mayor Dormier, met to go over the two proposals. The CM and City Accountant spoke to BKD to go over the contract. Representative David Coleman was on the Zoom teleconference line and answered any additional questions regarding the terms.

PL4 Hunt made the motion to approve Resolution R2020-22 as presented. Seconded by PL2 Oberg.

**Recorded Vote:**

PL1 Huber AYE

PL2 Oberg AYE

*Richard Dormier, Mayor*

*Rachel Huber, Place One*

*Dean Oberg, Place Two*

Mayor Pro Tem Griffin AYE

PL4 Hunt AYE

PL5 Myers AYE

*No opposition/abstentions.*

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

**ITEM 4. DISCUSSION/ACTION** – Consideration of and action to approve April 17, 2021 for the brush and trash collection day as part of the Annual Citywide Clean-Up.

It has been discussed that the Citywide Clean-up would need to be split due to the turnout from the city. CWD has agreed to split-up the collection days with no further fees due.

PL4 Hunt made the motion to approve the brush and trash day be April 17, 2021 8 am to 12 noon as presented. PL2 Oberg seconded the motion.

**Recorded Vote:**

PI1 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 5. DISCUSSION/ACTION** – Consideration of and action on TCAP Ballot for the election of nine members to the TCAP Board of Directors for the 2021-2022 term of office.

PL4 Hunt made the motion to approve the following nominees to be selected on the ballot:

Steve Harris

Chris Steubing

George Rivera

Carey D. Neal

Gabriel Gonzalez

Richard Summerlin

Gary Allsup

Gary Broz

Clayton Fulton

PL5 Myers seconded the motion.

**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/ACTION – Consideration of and action on recommended revisions to Chapter 13, Section 13.03.043 of the Ovilla Code of Ordinances, directing staff as necessary.

Topics of discussion:

- late fee should be a percentage – not flat fee
- 1 annual late fee
- 5% penalty
- 1 time payment plan (annually)

*No Motion/Action was made, direction to bring back ordinance*

- ITEM 7. DISCUSSION – Discuss resuming cut-offs and late payment assessment fees, including Appendix A, Section A7.003 of the Ovilla Code of Ordinances regarding miscellaneous charges for utility services.

*No Action*

- ITEM 8. DISCUSSION – Discuss options for setting regulations and restrictions for construction burning, directing staff as necessary.

*No Action*

- ITEM 9. DISCUSSION – Discuss and review staff's recommendations for the safe reopening of the city facilities.

*No Action*

- 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. 8:22 pm

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

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

5

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

ES ITEM 1. **DISCUSSION/ACTION** – Closed session pursuant to Section §551.071 of the Texas Government Code – Consultation with Attorney to deliberate pending or contemplated litigation.

**Closed session pursuant to Section §551.072 of the Texas Government Code**

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

ES ITEM 4. **DISCUSSION/ACTION** – Deliberate the appointment, employment, evaluation, reassignment and/or duties of the Police Chief.

ES ITEM. 5. **DISCUSSION/ACTION** – Consideration of an action on Resolution R2020-23 of the City Council of the City of Ovilla, Texas, appointing a deputy city secretary and providing an effective date.

B. *Reconvene into Regular Session. 9:50 pm*

The following motions for each of the items on Executive Session:

Item ES1: No motion

Item ES2: No motion

Item ES3: No motion

Item ES4: *PL2 Oberg made the motion Chief Windham receive \$10,000, and the PD budget to receive \$5,000 back to their budget, Chief car will be kept. Two-month severance will be due upon termination of employment. The old contract will be torn up and Chief Windham will receive a letter of understanding upon signature of approval. Seconded by PL1 Huber.*

**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 ES5: *PL1 Oberg made the motion to put Cathy Gaeta on 90- day probation, \$2 reduction in hourly pay rate as Deputy City Secretary. Seconded by PL4 Hunt.*

**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**

There being no requests for Future Agenda Items, the City Council Meeting was Adjourned at 9:53 pm.

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

ATTEST:

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

*Approved January 11, 2021*



# Ovilla City Council

## AGENDA ITEM REPORT

### Item 1

Meeting Date: January 11, 2021

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Amount: \$200 filing fee paid

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

☐ Accountant

☒ Other: M. Dooly

#### Attachments:

1. Specific Use Permit (SUP) Application W/request to waive survey requirement
2. Site Plan
3. Letter from Ovilla Christian School permitting additional parking if needed
4. Recommendation

**ITEM 1. DISCUSSION/ACTION – PZ21.01 –** Receive recommendation from the Planning and Zoning Commission to consider and act on an application for a Specific Use Permit, to open and operate *Tiverton Bakeshop* located at 839 E. Main Street, Ovilla, TX, 75154, filed by owner of said property Pamilee Koval, and operator Julie Weyand, to include consideration and action to waive the survey requirement.

#### Discussion / Justification:

APPLICANT NAME: FILED BY PAMILEE KOVAL/JULIE WEYAND  
LOCATION: 839 E. Main Street  
UTILITIES: Septic & City Water  
ZONING: CR Restricted Commercial  
PROPOSED LAND USE: BAKERY/RESTAURANT  
MAJOR THOROUGHFARE: Ovilla Road/HWY 664  
LAND USE PLAN: This use is in accordance

#### OVILLA CODE OF ORDINANCE LAND USE TABLE PERTAINING TO THE NEW USE REQUESTED

Commercial, Retail & Service Uses											
Residential							Land Use Descriptions	Nonresidential			Conditions
R-C	R-E	R-22	R-15	R-D	MF	MH		CR	CG	I	
							Bakery, Retail Confectionery	P	P	P	g
							Restaurant	S	S	S	b, g
							Restaurant, Drive-in / Drive-thru	S	S	S	b, g
							Restaurant, Refreshment Stand (Temporary or Seasonal)	S	S	S	b, g

EXCERPTS FROM CODE OF ORDINANCES

Conditions set forth as listed on the Land Use Table are:

B. A site plan, in accordance with Section 26 Site Plan Requirements, will only be required in districts that require a Specific Use Permit.

G. All outdoor lighting, including parking lot lighting, shall be directed away from any property zoned or developed for residential uses.

Completed documentation and file date for this request was Tuesday, December 29. Staff permitted this request to go before the P&Z and Council without a survey as required when filing a site plan. This was based on the reason that only the inside of the building would undergo necessary modifications. The existing outside conditions are not changing – only the use of the building. MS Koval has owned 839 E. Main for 18-years. A simple hand-drawn site plan is included in this application. With this review, Council will be asked to consider waiving the survey requirement based on the conditions listed above.

The parking area is concrete providing eight spaces that include one ADA parking slot as required for the size of the building. Any additional parking is permitted with written approval (in documentation provided) by Ovilla Christian School. Any additional lighting or outside posted signs will be addressed and go through a separate and proper permitting process.

The Planning and Zoning Commission are meeting on this date with a legally posted Special Meeting Agenda to help expedite the review and to forward this recommendation to Council.

**Recommendation / Staff Comments:**

Staff recommends approval, including approval to waive the survey requirement.

**Sample Motion(s):**

*I move to Approve/Deny a Specific Use Permit, to open and operate Tiverton Bakeshop located at 839 E. Main Street, Ovilla, TX, 75154, filed by owner of said property Pamilee Koval, and authorized operator Julie Weyand, to include waiving the survey requirement.*

REQUEST FOR AN APPEARANCE / PUBLIC HEARING



THE CITY OF OVILLA, TEXAS \*\* CITY COUNCIL  
- REQUEST FOR SPECIFIC USE PERMIT -

**SPECIFIC USE PERMIT CHECK LIST COVER SHEET**

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

☒ CURRENT SURVEY / SITE PLAN ATTACHED

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

Name:	<u>Pamilee Koval</u>
Address:	<u>121 Water St Ovilla, TX 75154</u>
Contact Info.:	<u>(469) 323-1407</u>
Email:	<u>kovalpam@yahoo.com</u>

☒ CERTIFICATE  
RECEIPT SHOWING ALL PROPERTY TAXES PAID - ATTACHED.

☒ EXISTING ZONING COMMERCIAL RESTRICTED

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

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

☒ SIZE OF PROPERTY .554 ACRES

☒ PAID RECEIPT ATTACHED - # \_\_\_\_\_

DATE RECEIVED AT CITY HALL OFFICE: 12.15.2020 RECEIVED BY: Chubba Ellis

DATE SUBMITTED: 12.29.2020

SPECIAL MTG:  
HEARING DATE PLANNING & ZONING : 1.11.2021

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

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

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

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



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***SPECIFIC USE PERMIT***

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

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

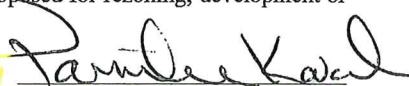
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No special use shall be erected, used, altered, occupied nor shall any person convert any land, building or structure to such a use unless a ***Specific Use Permit*** has been issued by the City Council. The granting of a ***Specific Use Permit***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

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

1. A completed application form signed by the property owner;
2. An application fee as established by the city's latest adopted schedule of fees;
3. A certificate stating that all city and school taxes have been paid to date;
4. A property description of the area where the ***Specific Use Permit*** is proposed to apply;
5. A site plan complying with the requirements stated in this section which will become a part of the ***Specific Use Permit***, if approved; and
  - a. A site plan shall contain, at a minimum the following information:
    - i. The boundary lines and dimensions of the property, existing subdivision lots, available utilities, easements, roadways, sidewalks, emergency access easements, and public rights-of-way.
    - ii. Topography of the property proposed for development in contours of not more than two feet, apart with any proposed grade elevations, if different from existing elevations. (Note: If the natural contour of the land is to be altered or changed in any location on the property more than four (4) feet, the site plan must provide detailed information on the proposed grading plan. This information shall include the correlation of the proposed grading plan to the surrounding properties and the use of those surrounding properties and shall include information indicating the drainage and the line of sight effect the proposed grading plan will have on the surrounding properties.
    - iii. One-hundred year flood plains, water courses, marshes, drainage areas, and other significant environmental features including, but not limited to, rock outcroppings and major tree groupings. Topographic and drainage map information provisions may be waived by the reviewing body when the inclusion of such data would not materially contribute to the necessary evaluation of the project petition.
    - iv. The location of existing trees with indication as to those to be preserved.
    - v. The location and proposed uses of all existing and proposed buildings or structures, including all refuse storage areas, and the minimum distance between buildings. Where building complexes are proposed, the location of each

building and the minimum distances between buildings, and between buildings and the property line, street line, and/or alley shall be submitted. For buildings more than one (1) story in height, elevations and/or perspective drawings shall be required in order that the relationship of the buildings to adjacent property, open spaces, and to other features of the development plan may be determined. Such drawings need to indicate the square footage, the height, number of floors and exposures for access, light, and air. A designation of the maximum building coverage of the site shall be indicated on the site plan.

- vi. Total number, location, and arrangement of off-street parking and loading spaces, where required. The plan should include a table of the required and proposed off-street parking and off-street loading spaces with the building area. The number, layout, and design of all handicapped accessible parking spaces shall comply with the current requirements of the Americans with Disabilities Act (ADA) and the Texas Accessibility Standards (TAS).
- vii. All points of vehicular ingress, egress, and circulation within the property and all special traffic regulation facilities proposed or required to assure the safe function of the circulation plan.
- viii. Setbacks, lot coverage, and when relevant, the relationship of the setbacks provided and the height of any existing or proposed building or structure.
- ix. The location, size, and arrangement of all outdoor signs, exterior auditory speakers, and lighting.
- x. The type, location, and quantity of all plant material used for landscaping, and the type, location, and height of fences or screening and the plantings around them. When necessary to protect the public health, safety, or welfare, the City Council or the Planning and Zoning Commission may require landscaping and screening requirements to be in place prior to the start of construction pursuant to an approved site plan.
- xi. Where multiple types of land uses are proposed, a delineation of the specific areas to be devoted to various land uses.
- xii. Vicinity map, north point, scale, name of development, name of owner, name of planner, total acreage of project, and street address or common description of the property.
- xiii. Current land uses and zoning district of the property and current land uses and zoning districts of contiguous properties and buildings on the exterior of the site and within twenty-five (25) feet of all property lines.
- xiv. Existing buildings on the exterior of the site and within one-hundred (100) feet of all property lines.
- xv. The location and size of existing and proposed surface and subsurface drainage facilities, including culverts, drains, and detention ponds, showing size and direction of flow.
- xvi. The number of square feet of the property after construction which will constitute impervious area or impervious surface and vegetated areas.
- xvii. Roadway speeds and distances of adjacent driveways from all proposed driveways and streets.
- xviii. Architectural drawings, such as elevations, concept sketches or renderings depicting building types and other significant proposed improvements including the treatment and use of open spaces, etc. where the submission of such drawings would more clearly portray the nature and character of the applicant's land use and development proposals.
- xix. Legal description of the total site area proposed for rezoning, development or specific use permit.
- xx. Signature and title of the applicant,  certifying the information presented in the plans, and supporting documents reflect a reasonably accurate portrayal of the nature and character of the applicant's proposals.

6. Any other material and/or information as may be required by the Planning and Zoning Commission, the City Council or the administrative official to fulfill the purpose the subsection of Ovilla's Comprehensive Zoning Ordinance and to ensure that the application is in compliance with the ordinances of the City.

7. TIME LIMIT:

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

DATE: 12/14/20

Case No. PZ21.01

**REQUIRED FORMS FOR A SPECIFIC USE PERMIT**

To the

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

CITY OF OVILLA

§

COUNTY OF ELLIS

STATE OF TEXAS

§

TO THE HONORABLE PLANNING & ZONING COMMISSION / CITY COUNCIL

Property description (Attach field notes if necessary): Legal description: 693 J McNamara 0.854 Acres

Lot No.                     

Property Address 839 E. Main St.  
Ovilla, TX 75154

Block No.                     

Property Zoned Commercial RESTRICTED

OWNER Pamilee Koval OF PROPERTY

APPLICANT Julie Weyand, Ashley Sanders

SPECIFIC PERMIT Bakery - "Tiverton Bakeshop" USE



Case No. PZ21.01

Pamilee Koval (Owner)

The Applicant/Owner, Julie Weyand & Ashley Sanders Ellis County, requests that the Ovilla Planning & Zoning Commission grant the following SPECIFIC USE to Chapter           , Section           , Paragraph            of the Ovilla City Code. Please state in detail what type of SPECIFIC USE you are seeking, attach additional sheets if necessary.

Bakery / Restaurant

Has a previous appeal been filed on this property?

YES / **NO**

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



Case No. PZ 21.01

### CONDITIONS NECESSARY FOR GRANTING A *SPECIFIC USE PERMIT*

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

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

Already commercially zoned

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

The city will benefit with no loss to any homes, businesses, natural resources, etc. affected by the proposed use.

**CONDITION 3:**

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

All utilities, road access, drainage and other necessary supporting facilities have been or shall be provided.

**CONDITION 4:**

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

All driveways, parking spaces, entrances and exits shall be provided for a safe movement for pedestrians and vehicles.

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

**CONDITION 5:**

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

The Specific Use Permit will not impede normal development or improvement of neighboring vacant property.

**CONDITION 6:**

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

No changes will be made out of scale.

**CONDITION 7:**

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

No, will not impair property values within the vicinity

**CONDITION 8:**

Adequate nuisance prevention measures have been or shall be taken to prevent

or control offensive odors, fumes, dust, noise, vibration and visual blight.

All measures will be taken to control odors, fumes, noise, vibration or visual blight.

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

Lighting is in place and provided for safety, and will not adversely affect neighboring properties.

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

There is sufficient landscaping.

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

**CONDITION 11:** The proposed operation is consistent with the applicant's submitted plans, master plans, projections, or, where inconsistencies exist, the benefits to the community outweigh the costs.

The proposed business/operation will benefit the community.

**CONDITION 12:** The proposed use is in accordance with the Comprehensive Land Use Plan.

Compliant with Comprehensive Land Use Plan.

**ADDITIONAL CONDITIONS:**

In authorizing a *Specific Use Permit*, the Planning and Zoning Commission may recommend, and the City Council may impose additional reasonable conditions necessary to protect the public interest and the welfare of the community. The City Council may provide that the *Specific Use Permit* will only be valid for certain duration.

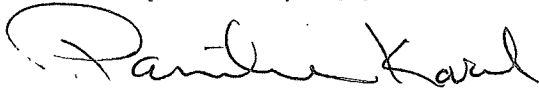
All conditions are required to be met in order for the Planning & Zoning Commission recommend your SPECIFIC USE to the City Council. Failure to state how your SPECIFIC USE request meets these conditions in

December 21, 2020

I have been searching for 2 hours for any type of survey, with no luck.  
I would like to please ask the city to accept the information I have enclosed.  
I have owned that property for 18 years. Have no debt on it and have had 3  
Businesses lease it during that time. I have never been asked for a survey  
for that property and bought it the old fashion way, a simple handshake.

A survey at this time would be a minimum of \$450.00 and weeks waiting in line.  
It is truly a extra expense that is not in our budget.

Thank you, and pray you all have a Merry Christmas.

A handwritten signature in cursive script, appearing to read "Pamilee Koval". The signature is written in dark ink and is positioned above the printed name.

Pamilee Koval


E Main St

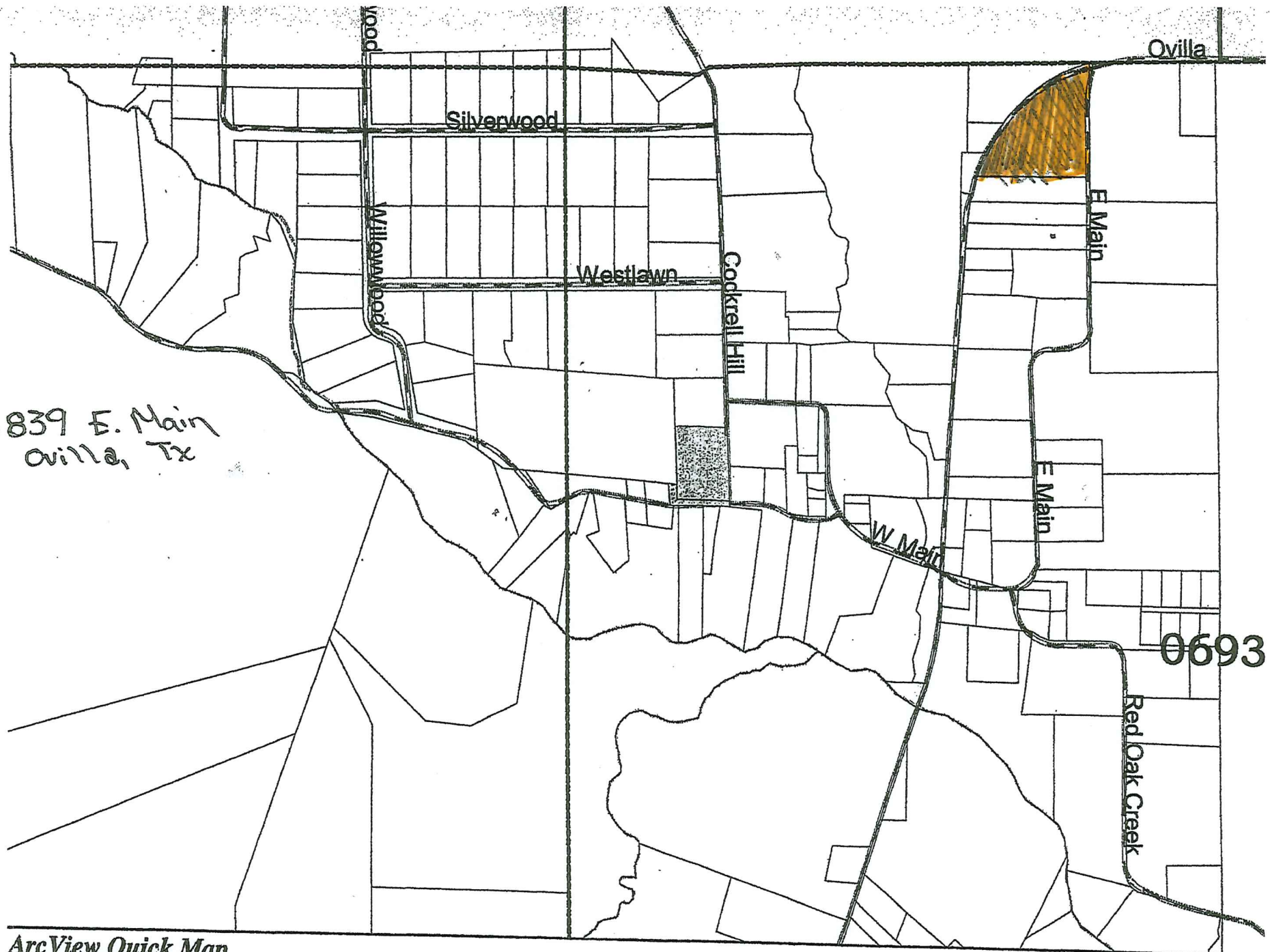
E Main St

Ovilla Rd

839 E Main St,  
Ovilla, TX 75154

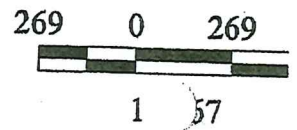


 = 839 E. Main  
Ovilla, Tx



ArcView Quick Map

Ellis County Appraisal District  
The features depicted here are generalized, and are not survey quality.



**SITE PLAN**  
**839 East Main Street**  
**Ovilla Texas 75154**

Please find this diagram depicting the plot of the land, location of building and landscape topography. No exterior buildings or sheds located on the property. All trees, utility poles, power lines along with parking will remain untouched. No exterior modifications at this time.

The building is approximately 940 sq. foot sitting on .554 acres. You will find 8 parking spots including one handicap. Included is Exhibit A, land description.

**839 East Main**  
**Ovilla Texas 75154**  
Property ID – 187703  
Parcel ID-62.0693.000.043.00.18  
693 J McNamara 0.554 Acres  
Owner ID - 57566

## EXHIBIT "A"

All that certain lot, tract or parcel of land situated in the JAMES MCNAMARA SURVEY, ABSTRACT NO. 693, in the City of Ovilla, Ellis County, Texas, and being part of a called 5 acre tract of land conveyed to A. H. Lawson by Deed recorded in Volume 352, Page 358, Deed Records, Ellis County, Texas, also being part of the tract described in Deed from Janice Lawson Mauldin to Howard Lynn Lawson recorded in Volume 1417, Page 301, being corrected and refiled in Volume 1822, Page 1498. Official Public Records, Ellis County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod set on the southeast line of F.M. Highway 644, on the East line of said Lawson tract and the West line of the tract described in deed from the First Baptist Church of Midlothian to the First Southern Baptist Church of Ovilla recorded in Volume 618, Page 928, Deed Records, Ellis County, Texas, and being in the center of Main Street;

THENCE S 0deg 04' 52" W, along the boundary between said Lawson and Baptist Church tracts and center of said Street, 182.01 feet to a 1/2 inch steel rod set at the common east corner of said Lawson tract and the tract described in deed from J. D. Phipps, et ux to Michael Wayne Martin, et ux recorded in Volume 938, Page 554 of said Official Public Records;

THENCE West, along the boundary between said Lawson and Martin tracts and the tract described in deed from Ural E. Martin to L. T. Hinchliffe recorded in Volume 497, Page 501 of said Deed Records, generally along a fence, 167.22 feet to a 1/2 inch steel rod set at the southeast corner of the tract described in deed from A.H. Lawson, et ux to L.T. Hinchliffe recorded in Volume 515, Page 624 of said Deed Records;

THENCE North, along the east line of said Lawson to Hinchliffe tract, 95.00 feet to a 1/2 inch steel rod set on the northeast corner of said Lawson to Hinchliffe tract;

THENCE West along the north line of said Lawson to Hinchliffe tract, 2.87 feet to a 1/2 inch steel rod set on the southeast line of said Highway, said point being on a curve with a radius of 666.20 feet;

THENCE Northeasterly with the arc of said curve to the right through a central angle of 16deg. 45' 51", a chord bearing and distance of N 63deg. 00' 15" E. 194.23 feet, an arc length of 194.92 feet to the POINT OF BEGINNING and containing approximately 0.5535 acre of land.

Pamilee Kavel  
121 Water St.  
Ovilla Tx 75154

SCANNED

Any provision herein which restricts the sale, rental, or use of this described real property because of color or race is invalid and unenforceable under federal law. STATE OF TEXAS, COUNTY OF ELLIS. I hereby certify this instrument was filed on the date and time stamped herein and was duly recorded in the volume and page of the OFFICIAL PUBLIC RECORDS of Ellis County Texas as stamped hereon.



*Cindy Kelley*  
COUNTY CLERK, ELLIS COUNTY, TEXAS

FILED - ELLIS COUNTY  
INST NO. 14523  
ON MAR 14, 2014 8:11:30 AM

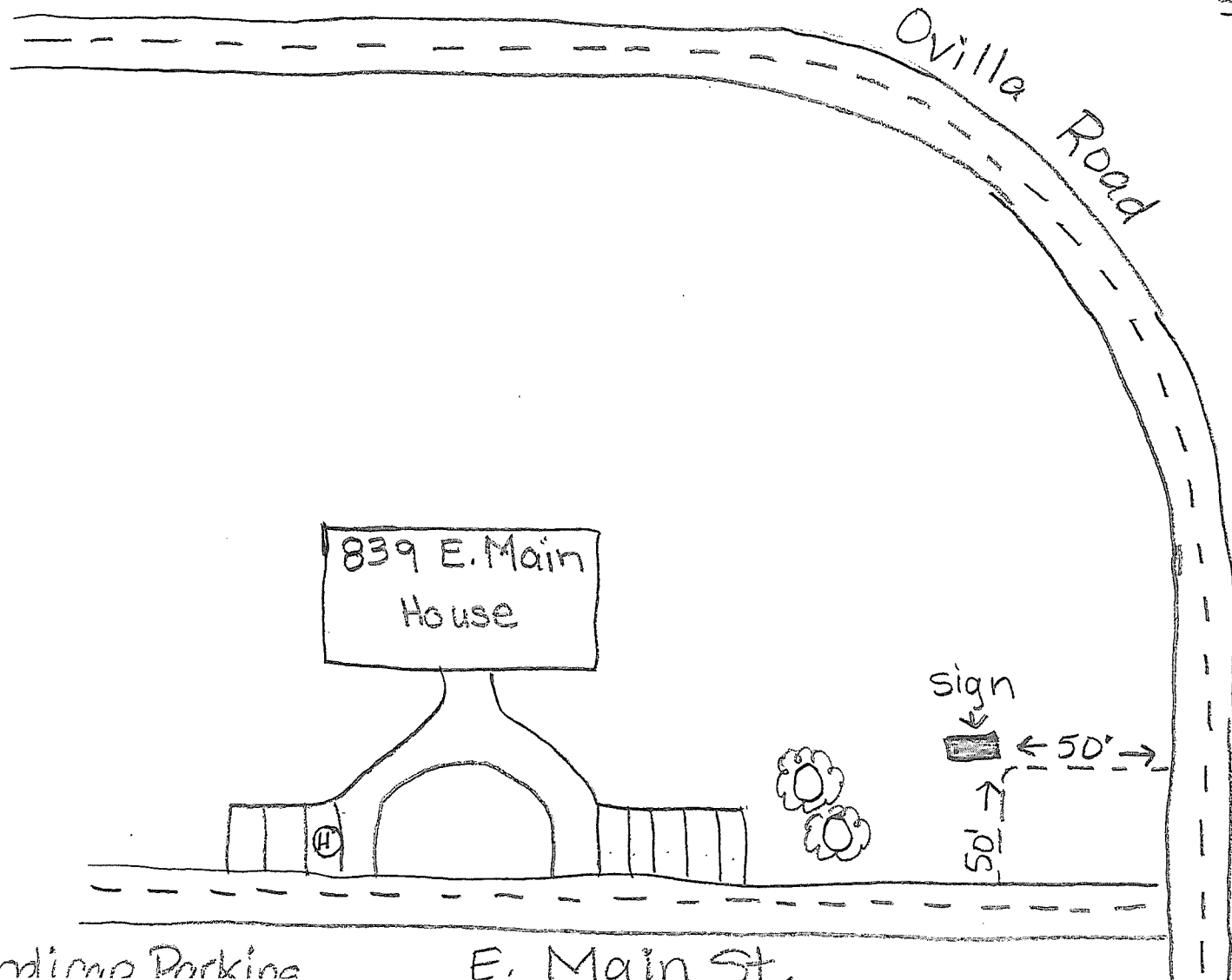
Contact: Hamilee Koval  
/Owner 121 Water St.  
469-323-1407

Tiverton Bakeshop  
839 E. Main St.  
Ovilla, TX 75154

Electrical: Russell Mathedies  
972-291-1331

Note: No changes to exterior

## Site Plan



\* (H) = Handicap Parking

E. Main St.



# Agent Authorization



In lieu of representing this request, myself as owner of the subject property, I hereby authorize the person designated as agent below to act in the capacity as my agent for the application, processing, representation and/or presentation of the request. The designated agent shall be the **principle contact** person with the City of Ovilla (and vice versa) in processing and responding to requirements, information, and/or issues relative to this case. I also understand that it is necessary for me or my authorized agent to be present at all Board meetings as well as City Council meetings.

Solia Weyand 972-670-5597 sweyand@gmail.com  
Authorized Agent Address Phone Email

Ramilee Kovel Ramilee Kovel 12-22-2020  
Signature of Owner or Applicant Name Printed or Typed Date

Signature of Owner or Applicant Named Printed or Typed Date

## Notary Section

Signature: Ramilee Kovel  
Printed Name: Ramilee Kovel  
State of Texas  
County of Dallas  
and Ellis  
Sworn and subscribed before me the undersigned notary public this the 22<sup>nd</sup> day of December, 2020.

Notary Public, State of Texas  
Commission Expires: 11-17-2020

Price Phillips



PRICE PHILLIPS  
Notary Public  
State of Texas  
ID # 13002859-3  
Comm. Expires 11/17/2022

Signature:  
Printed Name:  
State of Texas  
County of Dallas  
and Ellis  
Sworn and subscribed before me the undersigned notary public this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public, State of Texas  
Commission Expires:



TAX CERTIFICATE



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

**Issued To:**

KOVAL PAMILEE  
121 WATER ST  
RED OAK, TX 75154-3313

**Legal Description**

693 J MCNAMARA 0.554 ACRES

**Parcel Address:** 839 E MAIN ST

**Legal Acres:** .5540

**Account Number:** 187703

**Certificate No:** 243520102

**Certificate Fee:** \$10.00 CASH

**Print Date:** 12/21/2020 04:03:32 PM

**Paid Date:** 12/21/2020

**Issue Date:** 12/21/2020

**Operator ID:** SYOUNG

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2020. ALL TAXES ARE PAID IN FULL

**Exemptions:**

**Certified Owner:**

KOVAL PAMILEE  
121 WATER ST  
RED OAK, TX 75154-3313

**Certified Tax Unit(s):**

70 ELLIS COUNTY  
170 LTRD  
211 RED OAK ISD  
362 CITY OF OVILLA

2020 Value:	54,960
2020 Levy:	\$1,302.27
2020 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
Total Levy Due:	\$0.00
P&I + Attorney Fee:	\$0.00
Total Amount Due:	\$0.00

DUE TO ITS ASSIGNED USAGE, THE ABOVE LEGAL PROPERTY MAY HAVE RECEIVED SPECIAL VALUATION, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION.

Reference (GF) No: N/A

Issued By: *John Bridges*

JOHN BRIDGES RTA, CTA, CSTA  
ELLIS COUNTY TAX OFFICE TAX ASSESSOR - COLLECTOR

Tiverton Bakeshop, LLC.  
839 E. Main Street  
Ovilla, TX 75154

Letter of Intent for Use of Property as a Bakery

**To whom it may concern:**

This letter of intent constitutes an expression of the parties interested, Julie Weyand and Ashley Sanders, in accordance to the general terms and conditions as described by the City of Ovilla. We are submitting the application for approval to open a bakery in the City of Ovilla, TX. We want to create an inviting and community-friendly place of business. We hope that you will welcome our business with open arms.

Thank you for considering our application. Please contact us via email or phone as listed below.

Julie Weyand  
972-670-5597  
[jsweyand@gmail.com](mailto:jsweyand@gmail.com)

Ashley Sanders  
214-683-2334  
[ashley.sanders014@gmail.com](mailto:ashley.sanders014@gmail.com)

~~1@gmail.com~~

# OVILLA ROAD

B A P T I S T C H U R C H

December 18, 2020

To: City of Ovilla and Mike Dooly, Code Enforcement Officer

As trustees of the Ovilla Road Baptist Church property, located at 3251 Ovilla Road, Ovilla, TX 75154, we hereby agree to share 10 parking spaces on Tuesdays thru Saturdays from 6:00am-7:00pm with Tiverton Bakeshop, LLC. These spaces are located on the northwest corner of 3251 Ovilla Road and Main Street, directly across the street from 839 E. Main Street.

The owners of Tiverton Bakeshop, LLC, Julie Weyand and Ashley Sanders, will notify the trustees of ORBC, should there be any changes regarding the use of the shared parking spaces.

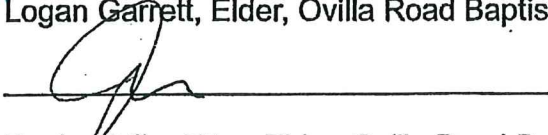
Thank you.



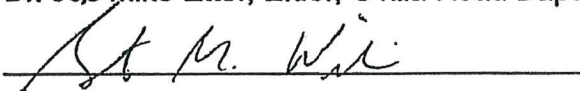
Matt Bowles, Senior Pastor, Ovilla Road Baptist Church



Logan Garrett, Elder, Ovilla Road Baptist Church



Dr. Joe Mike Etter, Elder, Ovilla Road Baptist Church



Stephen Williams, Elder, Ovilla Road Baptist Church

**OVILLA ROAD BAPTIST CHURCH**

3251 Ovilla Road, Ovilla Tx 75154

972.617.8544

[WWW.ORBC.ORG](http://WWW.ORBC.ORG)



## City of OVILLA Planning & Zoning Commission Recommendation

**DISCUSSION/ACTION** - Case PZ21.01 –Consideration of and action on a filed application for a Specific Use Permit, to open and operate *Tiverton Bakeshop* located at 839 E. Main Street, Ovilla, TX, 75154, filed by owner of said property Pamilee Koval, and authorized operator Julie Weyand, to include consideration and action to waive the survey requirement, and forward recommendation to the Ovilla City Council.

The OVILLA CODE OF ORDINANCES requires that the Planning and Zoning Commission shall not recommend approval of a specific use permit unless the Commission finds that all the following conditions have been found to exist:

### 27.7 CONDITIONS OF PERMIT APPROVAL

The Planning and Zoning Commission shall not recommend approval of a specific use permit unless the Commission finds that all of the following conditions have been found to exist:

- A. The proposed use complies with all the requirements of the zoning district in which the property is located.
- B. The proposed use as located and configured will contribute to or promote the general welfare and convenience of the City.
- C. The benefits that the city gains from the proposed use outweigh the loss of or damage to any homes, business, natural resources, agricultural lands, historical or cultural landmarks or sites, wildlife habitats, parks, or natural, scenic, or historical features of significance, and outweigh the personal and economic cost of any disruption to the lives, business and property of individuals affected by the proposed use.
- D. Adequate utilities, road access, drainage and other necessary supporting facilities have been or shall be provided.
- E. The design, location and arrangement of all public and private streets, driveways, parking spaces, entrances and exits shall provide for a safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments.
- F. The issuance of the specific use permit does not impede the normal and orderly development and improvement of neighboring vacant property.
- G. The location, nature and height of buildings, structures, walls and fences are not out of scale with the neighborhood.



- H. The proposed use will be compatible with and not injurious to the use and enjoyment of neighboring property, nor significantly diminish or impair property values within the vicinity.
- I. Adequate nuisance prevention measures have been or shall be taken to prevent or control offensive odors, fumes, dust, noise, vibration, and visual blight.
- J. Sufficient on-site lighting is provided for adequate safety of patrons, employees and property, and such lighting is adequately shielded or directed so as not to disturb or adversely affect neighboring properties.
- K. There is sufficient landscaping and screening to ensure harmony and compatibility with adjacent properties.
- L. The proposed operation is consistent with the applicant's submitted plans, master plans, projections, or, where inconsistencies exist, the benefits to the community outweigh the costs; and –
- M. The proposed use is in accordance with the Comprehensive Land Use Plan.

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

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

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

\_\_\_ **FOR**  
\_\_\_ **AGAINST**  
\_\_\_ **ABSTAIN**

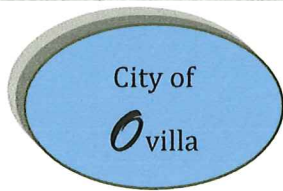
\*\*\*\*\*

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

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

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

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



# Ovilla City Council

## AGENDA ITEM REPORT

### Item 2

Meeting Date: January 11, 2021

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☐ N/A

Submitted By: Staff

Amount: N/A

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

☒ Accountant ☐ Other: \_\_\_\_\_

#### Attachments:

1. Current Comprehensive Land Use Plan

#### Agenda Item / Topic:

ITEM 2. DISCUSSION/ACTION – Consideration of and action on the creation of a Comprehensive Land Use Plan Review Committee to review and update the City of Ovilla Comprehensive Land Use Plan (CLUP)

#### Discussion / Justification:

Local Government Code Chapter 213 advises the update of a Comprehensive Land Use Plan (CLUP) be conducted every 5-years for long-range planning and development of the municipality. Comprehensive Land Use Plan is a guide to shape and control the physical development of the community; the purpose of promoting sound development of municipalities and promoting public health, safety, and welfare.

The City's last update occurred in 2016 (excluding the recent update to the Thoroughfare Plan).

#### Recommendation / Staff Comments:

Staff seeks direction to begin scheduling for the necessary and legal process for an update and to solicit for committee membership.

#### Sample Motion(s):

I move to approve/deny the creation of a Comprehensive Land Use Plan Review Committee to begin the process for review and update the City of Ovilla Comprehensive Land Use Plan (CLUP).

SMALL TOWN,  
BIG HEART.



# COMPREHENSIVE LAND USE PLAN

2016

OVILLA, TEXAS

# City of Ovilla

# Comprehensive Land Use Plan

**June 2016**

*Original Plan  
adopted 2000*

*2000 Plan Prepared By:*

**MPRG inc.**   
Municipal Planning Resources Group, Inc.

*First Update  
adopted 2010*

*2010 Plan Revised By:*



**Kimley-Horn  
and Associates, Inc.**

*Second Update  
adopted 2016*

# **City of Ovilla, Texas Comprehensive Land Use Plan**

## **City Council**

Richard Dormier, Mayor  
David Griffin, Mayor Pro-Tem  
Rachel Huber  
Michael Myers  
Douglas Hunt  
Larry Stevenson

## **Planning and Zoning Commission**

Carol Lynch, Chair  
Fred Hart, Jr.  
Alan Whittaker  
John Zabojnik  
Darrell Jungman  
Michael Yordy  
Bill Zimmerman

## **Staff**

Dennis Burn, City Manager  
Pamela Woodall, City Secretary

## **Prepared by:**

City of Ovilla  
Comprehensive Land Use Plan Review Committee

**June 2016**

## **The Comprehensive Land Use Plan Review Committee**

John Knight, Chair  
Carol Lynch, Vice Chair  
Sandra Cawley  
Mark Clark  
Billy Ray Dickey  
Morris Gresham  
William Hamilton, Sr.  
Darrell Jungman  
Charlie Morton  
Dani Muckleroy  
Mike Myers  
Carol Richtsmeier  
Scott Surplus  
William “Bill” Turner  
Windy Zabochnik

The Comprehensive Land Use Plan Review Committee is comprised of residents and representatives from the Economic Development Corporation Board of Directors, Planning & Zoning Commission, Board of Adjustment, Park Board and Municipal Services Advisory Committee.

Over several months, the Comprehensive Land Use Update Committee conducted a series of open meetings to which the public was invited to attend and participate in the process of updating the Comprehensive Land Use Plan for the City of Ovilla.

# City of Ovilla

## Comprehensive Land Use Plan

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## ***Acknowledgements***

This Comprehensive Land Use Plan represents the culmination of field studies, analyses, and input from citizens and City Staff regarding the present and future development of the City of Ovilla, Texas. The document provides a statement of goals and objectives, an analysis of demographic characteristics, an inventory of existing conditions, a description of long range plans for thoroughfares, land use, and parks, and implementation measures which practically apply the land use principles described herein to existing and future development.

Chapter 211 of the Texas Local Government Code gives municipalities the authority to zone property, stating that this must be done *in accordance with a comprehensive plan*. This Plan is intended to provide the policy-making bodies of the City of Ovilla with guidelines and standards for zoning issues and future development. It is important to note that this document is nothing more than a plan, it does not represent law or entitle or place legal restrictions upon property. Chapter 219 of the Local Government Code states that "a comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries." The Comprehensive Land Use Plan, therefore, is an important tool in the process of land use and development, but does not replace or amend the zoning ordinance or zoning map of the City.

In order for this Plan to be a viable tool for the City of Ovilla, the methods of implementation contained in this document should be adopted. These measures will serve to strengthen the Comprehensive Plan, and help ensure that it is a useful tool to guide, shape, and control the physical development of the community. One of the recommendations of this Comprehensive Land Use Plan is that the Plan be reviewed annually, and revised every five years. The planning process is a cycle, and in order for this document to serve the citizens and staff of Ovilla, it must be continuously maintained and updated as circumstances and desires of the citizenry change.

This 2016 update to the 2010 Comprehensive Land Use Plan is presented by the City of Ovilla Comprehensive Land Use Plan Review Committee. The Committee extends appreciation to the City Council, Planning and Zoning Commission, City Staff, and citizens of Ovilla for their input and participation in the update process. The Committee also wishes to acknowledge the services of Kimley Horn and Associates, Inc. in the preparation of the 2010 update to the Comprehensive Plan and Municipal Planning Resources Group, Inc. in the preparation of the original 2000 Comprehensive Land Use Plan.

## **Chapter 1. General Information**

### **Purpose**

The purpose of a Comprehensive Land Use Plan is to give direction to future development in order to avoid the creation of incompatible physical impacts. Although nothing will insure that all land will develop exactly as it should, directed planning will enable City leaders to address many potential problems before they become permanent and undesirable landmarks. The Comprehensive Land Use Plan covers the entire jurisdiction of the municipality and has a long time horizon, typically 20 years. However, it is recommended that a revision of the Plan be completed at least once every five years or biannually if possible.

In addition to the theoretical purpose of developing a Comprehensive Land Use Plan, there are also practical and legal reasons for this effort to be completed. The legal authority for preparing a Comprehensive Land Use Plan is found in state statutes that provide municipal authority for comprehensive planning and for zoning. Chapter 219 of the Texas Local Government Code specifically empowers cities to "adopt a comprehensive plan for the long range development of the municipality." The stated purpose in the state statutes is "for the purpose of promoting sound development of municipalities and promoting health, safety, and welfare." Section 211.004 of the Texas Local Government Code, which authorizes zoning, states, "Zoning regulations must be adopted *in accordance with a comprehensive plan...*" (emphasis added). This legislation establishes the City's authority in making zoning decisions in accordance with the Comprehensive Land Use Plan.

### **History**

The first settlers came to the area eight years after Texas won independence from Mexico, migrating primarily from Tennessee and Missouri. These settlers were part of the Peters Group, which contracted with the Republic of Texas to establish the first empresario colony which became known as the Peters Colony. As with many communities in the area, the primary business was farming and ranching. Ovilla was founded by Jonathan, Samuel, and William Billingsley in 1844 on the upper reach of Red Oak Creek. As there were no roads or houses in the area, the first inhabitants lived in tents. The tents were placed in a circular arrangement from which came the name Ovilla, meaning "a circle of houses." The early settlers had some interaction with the Kickapoo, Tonquaway, Bedai, Anadarco, Waco and other friendly Indian tribes who often hunted the surrounding prairie.

Each of the families received a section of land (one mile square, or 640 acres) for homesteading, and single men over 17 received a half-section (320 acres). Settlement of the area continued after Texas joined the United States of America in December of 1845. By 1871, the first post office was established which resulted in the official naming of the settlement as Ovilla. The first cotton gin was built in 1885, just south of what is now central Ovilla, and the first blacksmith shop opened in 1888. By 1890, Ovilla had six stores including a candy store, ice cream store, and a dry goods store, with a resident population of 150. In 1900, the first bank in the area opened (Farmers Merchant Bank of Ovilla). The local Ovilla Post Office was closed in 1906 with mail now coming from Red Oak. Farming continued to be the major industry in the area through 1950.

Ovilla incorporated on May 27, 1963 as the result of a close election (23 votes to 18 votes), the population at the date of its incorporation was 219 and included 56 properties. When the cotton gin closed in 1966, Ovilla began to see residential development resulting from expansion of the Dallas area and surrounding suburbs. Today, Ovilla is characterized by primarily semi-rural residential development with a population over 3000.

*\* Portions excerpted from Ovilla: A History by Karen Miller Pickard, 1988 with supplemental information from Ovilla, Texas History Book compiled by the Ovilla Historical Society, 1996.*

## **Location**

The City of Ovilla is located less than eighteen miles south of downtown Dallas and is nestled between State Highway 67 and Interstate Highway 35E. Ovilla is situated in northern Ellis County and southern Dallas County with the cities of Cedar Hill, Desoto, Glenn Heights, Oak Leaf, and Midlothian adjacent to it. Ovilla is positioned to take advantage of the residential and supporting commercial growth from south Dallas County while maintaining the rural hometown atmosphere. There is an abundance of undeveloped property within the Ovilla city limits and additional area in the Ovilla extraterritorial jurisdiction (ETJ) for future growth.

## **Planning Process**

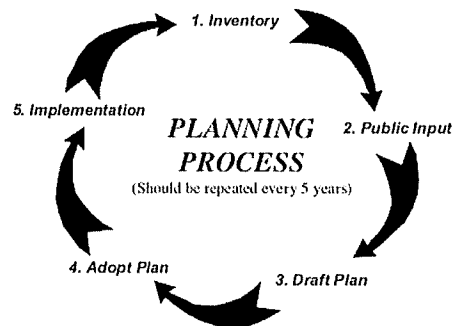
Although the planning process may differ from community to community depending on the individual needs of the citizens, there are some common elements found in most Comprehensive Land Use Plans. The Planning Process usually begins with an inventory phase. Before planning for the future, it is important to have a sense of the present state of the city and the probable future direction of the city. The Ovilla comprehensive planning process started with a data gathering and forecasting phase.

Public input is critical to the development and ultimate success of a Comprehensive Land Use Plan. In order for the Plan to accurately reflect the desires of the community, it is necessary to provide opportunities for the public to participate in the planning process. A Citizens Planning Committee was formed to draw input for the Comprehensive Plan from various groups active in the City of Ovilla. Some of these representatives were from governmental bodies, some from community organizations, some from home owners or neighborhood groups and some from the Ovilla businesses. The Comprehensive Land Use Plan Review Committee reviewed and revised the goals and objectives for the Ovilla Comprehensive Plan. The Committee met during the spring of 2000 to identify critical issues facing the community and then prioritize these issues in order to adopt goals, objectives, and implementation strategies. The community goals and objectives developed by the Comprehensive Land Use Plan Review Committee are included in the Goals and Objectives chapter of this document.

The third phase of the planning process is the formulation of the plan. The current conditions of the city, the Goals and Objectives formulated with the citizens' input, and professional planning principles are considered and weighed, in order to determine the most desirable outcome for the City at the point of total development. Major emphasis was placed on the development of a Master Thoroughfare Plan that provided for significant improvements to the roadway network in Ovilla. With the proposed transportation system as the framework, various alternative land use configurations were considered. Once the analysis was complete, decisions were made as to what alternative(s) was the most beneficial to the community and that could best achieve the goals and objectives set forth in phase two of the planning process.

Following the adoption of the Plan by the City, the implementation phase is a very important part of the planning process. By establishing an implementation plan, city leaders provide a mechanism by which the Goals and Objectives in the Comprehensive Plan can be realized. A number of methods may be used to implement the Comprehensive Plan, and the City may choose one or a combination of these methods. Implementation measures are discussed further in the Implementation chapter of this document.

In many cases, municipalities consider the planning process complete when it reaches the point of implementation. However, it is important to note that the planning process is a cycle. Depending upon growth rates occurring in a city, all elements of the comprehensive planning process should be addressed at least every five years. As the planning process continues, the land use plan will change and evolve. Land use, demographics, the economy, and development patterns greatly affect the growth rate and pattern of a city. By reviewing the Plan on a regular basis, decision makers may be assured that it continuously represents the changing needs of the citizenry. The twenty-year planning period should never be realized, but should continually be extended five more years at the occasion of each revision.



## Methodology

The planning process began with the division of existing land use within the City into the following general land use categories:

- **Residential**

**Low Density** – Single Family Residential Homes, this includes a broad range of housing sizes and values, it generally includes all detached single family houses regardless of the size of the lot or the size of the house.

**Moderate Density** – Duplexes, Fourplexes, Townhouses, this includes a broad range of housing types that fall between the single family residential use and apartments, generally a large percentage of the moderate density residential may be rental units, although townhouses and condominiums are structured to accommodate individual home ownership.

**Manufactured Housing** – These residential units are not site built, but manufactured in a factory and brought to the home site, the houses are inspected at the factory in conformance with the building standards of the industry (in the past similar housing was referred to as mobile homes), generally these units are clustered in manufactured housing parks or subdivisions.

**High Density** – Apartments or multifamily residential range from small apartment developments to large apartment complexes with amenities, generally apartments in the north Texas area are restricted to three story “garden” apartments, although some cities do allow high-rise apartments.

- **Commercial**  
Commercial land uses included a broad range of retail sales, service retail, office, mixed use office/retail, small businesses, restaurants, entertainment uses and other commercial business establishments.
- **Industrial**  
Industrial land uses included major manufacturing and warehouse uses, industrial fabrication and assembly, heavy commercial uses with an abundance of outside storage, and other heavy and light industrial uses.
- **Public/Semi-Public**  
Public and Semi-Public land uses include all governmental uses (city, county, state or federal), schools, churches or other religious institutions, and some public utility uses.
- **Parks and Open Space**  
Parks and Open Space uses include all existing public parks, privately maintained recreational uses, floodplains/floodways and other properties being used for open space.
- **Vacant (Undesignated Land Use)**  
Properties that are shown as Vacant or Undeveloped land are classified as such because they are not “developed” in an urban (or suburban) sense. These properties may be used for agricultural uses such as grazing/ranch land or cultivation for seasonal crops, but the properties have not been developed with a permanent urban land use. Some of the properties may ultimately be agricultural or permanent open space to buffer between incompatible land uses, but for the purposes of this plan they are considered as available for a more suburban type land use.

Information of the existing conditions of both land use and demographics was then compiled. The information was presented to the Comprehensive Land Use Plan Review Committee. In addition, basic planning principles were introduced to enable the Comprehensive Land Use Plan Review Committee to plan for the future of Ovilla according to sound planning principles.

## Chapter 2. Goals & Objectives

### Purpose & Definition

The foundation of a Comprehensive Land Use Plan is the set of Goals and Objectives developed through the public participation process. The City of Ovilla Goals and Objectives are tangible directives raised by citizens to guide the development of the city moving forward. These directives were used to establish the relationships among land uses on the Future Land Use Plan Map, and will guide officials as they make decisions regarding growth and development of the City.

In order to provide an understanding of what is required in the development of Goals and Objectives, the following definitions are provided:

***Goals** are general statements of the community's desired ultimate physical, social, economic, or environmental status. Goals set the standard with respect to the community's desired quality of life.*

***Objectives** are the approaches used to achieve the quality of life expressed by the community's goals. They identify the critical issues and provide direction in steering the city toward eventual achievement of its goals.*

***Policies** are the means by which objectives are carried out in order to achieve the goals of the City. Policies outline specific procedures to achieve a desired objective. Policies should be as specific and as measurable as possible so that they can be put into action with consistency and their effectiveness can be evaluated. Brief examples of Goals, Objectives, and Policies are provided in the following section.*

### Example of Goals, Objectives, & Policies

***Goal (General in nature, relating to quality of life):** "All residential development within the City shall promote the health, safety, and welfare of all citizens of the community."*

***Objective (Denotes approach toward achieving the goal):** "The City will establish proper development controls that require prior approval and monitoring of residential development."*

***Policy (Adopted directive establishing official means by which objectives are implemented):** "The City will adopt applications and procedures for site plan reviews, preliminary platting, final platting, and engineering designs."*

## Goals & Objectives Development Process

The City of Ovilla places importance on public input in local government. The Comprehensive Land Use Plan Review Committee met several times over a period of months in order to develop the Goals and Objectives related to General Land Use, Residential, Commercial, Industrial, Community Facilities, Thoroughfares and Parks and Open Space. The following final Goals and Objectives should be used to guide the development of the City of Ovilla through the next twenty years.

### OVILLA GENERAL LAND USE GOALS & OBJECTIVES

#### Goal 1

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Preserve the aspects of the community that residents find attractive, such as quality of life, small town/rural atmosphere, natural vegetation and open spaces.

Objective 1-1

Promote continued involvement by the City during the design process of new development.

Objective 1-2

Encourage programs that continue a positive aesthetic character for Ovilla and improve areas lacking in such.

Objective 1-3

Maintain the town's rural/small town heritage where appropriate.

#### Goal 2

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Guide future land uses and growth within Ovilla's extra-territorial jurisdiction (ETJ).

Objective 2-1

Plan for future land uses and thoroughfares in this area.

Objective 2-2

Coordinate planning efforts with neighboring and overlying jurisdictions.

Objective 2-3

Utilize the Subdivision Regulations throughout the extra-territorial jurisdiction.

## OVILLA THOROUGHFARES GOALS & OBJECTIVES

### Goal 3

Incorporate and develop a well defined and maintained system of thoroughfares, collectors and local roads whereby also encouraging the development of local roadways that promote circulation and ensure the safety and general welfare of neighborhoods.

#### Objective 3-1

Develop programs and action plans for upgrading and maintaining roads and streets.

#### Objective 3-2

Evaluate the condition of streets and establish priorities for regular repair and maintenance.

## OVILLA COMMERCIAL GOALS & OBJECTIVES

### Goal 4

Provide for adequate retail and light commercial development in the future to assist the tax base for the city.

#### Objective 4-1

Plan for non-residential land uses in locations that are suitable for such uses.

#### Objective 4-2

Coordinate with the Ovilla Type B Economic Development Corporation to identify and recruit new business to diversify the City's tax base in order to provide for a mix of municipal, commercial, retail and office uses.

#### Objective 4-3

Attract businesses that will add to the aesthetic quality of the community.

### Goal 5

Encourage continued development of the commercial area in "downtown" Ovilla.

#### Objective 5-1

Incorporate and preserve the historic area of town.

Objective 5-2

Coordinate with the Ovilla Type B Economic Development Corporation to identify and recruit new business to diversify the City's tax base in order to provide for a mix of municipal, commercial, retail and office uses.

Objective 5-3

Develop guidelines that encourage the historic bulk, construction, and aesthetics of structures so that the historic integrity of the area is not diminished.

Objective 5-4

To increase the aesthetic appeal of the downtown area, explore with property owners and businesses the development of tools such as site-specific architectural guides and a Type B Economic Development Corporation façade improvement grant program.

## Goal 6

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Provide for smaller neighborhood oriented commercial, retail and office uses in limited areas in accordance with the Comprehensive Plan.

Objective 6-1

Coordinate the development of neighborhood oriented commercial, retail and office uses in concert with thoroughfare improvements.

## OVILLA INDUSTRIAL GOALS & OBJECTIVES

## Goal 7

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Identify areas that may be suitable for future industrial development within the City.

Objective 7-1

Industrial uses appropriate within these areas should be those targeted uses that are non-polluting with no external storage or manufacturing operations.

Objective 7-2

Where industrial development is appropriate, encourage the development of planned industrial areas to accommodate and promote cluster industries, research, development, other value added activities and support uses. Other uses, such as hotels, offices, commercial, institutional, and residential that serve the projected workforce and residential population and/or encourage internal automobile trip capture shall be encouraged, with accessory uses.

Objective 7-3

Encourage the incorporation of common architectural, signage, and landscape themes within future industrial development in accordance with current City adopted standards.

## **OVILLA RESIDENTIAL GOALS & OBJECTIVES**

### **Goal 8**

Preserve and protect the character of existing neighborhood areas.

Objective 8-1

Promote a feeling of community and encourage neighborhood connectivity.

Objective 8-2

Promote policies and ordinances that maintain and enhance existing residential areas through tools such as code enforcement.

Objective 8-3

Maintain a policy of protecting neighborhoods through the provision of transitional zoning between residential and newly established retail or commercial uses.

### **Goal 9**

Designate the preponderance of land uses as residential, with single-family housing of low density.

Objective 9-1

Encourage new development to be compatible with the character of existing densities and structures.

Objective 9-2

Continue to plan for residential areas to have lots 15,000 square feet or greater.

## **OVILLA COMMUNITY FACILITIES GOALS & OBJECTIVES**

### **Goal 10**

Provide residents with the best and most cost effective community services available.

Objective 10-1

Plan and design the most efficient and cost effective arrangement of land uses that allows Ovilla to distinguish itself with high quality public services and seek to partner with regional and County agencies to fund continued efforts in this regard.

Objective 10-2

Provide adequate water and sewer service throughout the city.

Objective 10-3

Provide a coordinated plan addressing the need for future municipal facility expansion needs.

## Goal 11

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Minimize public and private expenditures related to upkeep of community facilities, or creation of new community facilities while not compromising commitment to efficient, quality services.

## OVILLA PARKS & OPEN SPACE GOALS & OBJECTIVES

## Goal 12

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Promote the preservation of natural vegetation and open spaces that maintain the attractive rural atmosphere of the City of Ovilla. In addition to policies and procedures, promotion may be accomplished through the proactive communication via channels available to the City.

Objective 12-1

Incorporate into the overall parks and open space system areas with large trees, substantial vegetation, creeks and floodways.

Objective 12-2

Discourage development that could be environmentally hazardous or noxious the City and residents, mitigating damages to natural areas through perpetual preservation.

Objective 12-3

Encourage preservation and expansion of greenbelt areas, especially along creeks throughout the city.

Objective 12-4

Encourage the preservation and planting of native trees and vegetation.

## Goal 13

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Develop a variety of parks, open spaces and recreation facilities compatible with the environment and designed to serve both the active and passive recreational needs of the citizens.

### Objective 13-1

Encourage the dedication of property for the City's park system by development.

## Goal 14

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Develop a cost-effective system of parks and open space network in a manner which promotes optimum utilization of the system in a safe, clean and orderly atmosphere by the citizens of Ovilla.

## Chapter 3. Population

### Methodology

The population of a city plays a large role in long range planning exercises. In order to provide public facilities and services that will best serve the future needs of the citizenry, it is necessary to study the past and present size of the community, and finally to make projections that cover the planning period, in this case, 20 years. Population data for the Ovilla Comprehensive Land Use Plan was gathered from the U.S. Census Bureau and the North Central Texas Council of Governments (NCTCOG).

The current population for the City of Ovilla is 3820 . The City has shown a steady increase in population since its incorporation in 1963. The population of Ovilla has increased at an average rate of 5.26 percent per year, since 1970, the earliest available U.S. Census figures. The historic population trend for Ovilla is demonstrated in *Table 3.1, Historic Population of Ovilla, Texas*.

**Table 3.1**  
**Historic Population of Ovilla, Texas**

Year	Population	Change in Population per period	Average Change in Population per year
1970	339	--	--
1980	1,067	728	73 residents
1990	2,027	960	96 residents
2000	3405	1378	138 residents
2010	3492	87	9 residents
2015	3690	198	39 residents
2016	3820	130	130 residents

*Source: U.S. Census Bureau, NCTCOG*

### Future Population

In order to project the future population of Ovilla, it is necessary to analyze past trends in the City's population. By studying the City's historic rate of growth, future population figures may be predicted, and ultimate build-out projections may be made. The average annual growth rate for the city of Ovilla was calculated using the following formula:

$$\left(1 + \frac{(P_n - P_0)}{P_0}\right)^{1/x} - 1 = \text{Average Annual Population Growth}$$

Where:  $P_n$  = New Population

$P_0$  = Old Population

$x$  = Number of years between  $P_n$  and  $P_0$

The population of the City of Ovilla grew at an average annual rate of 5.27 percent from 1970 until the present, and at a slower rate of 2.44 percent from 1990 until the present. With conditions remaining constant, it is reasonable to conclude that the City will continue to grow at a rate between these two figures, which would indicate an estimated total population of between 6,035 and 10,135 persons in the year 2035.

The key phrase in the previous statement is "conditions remaining constant." The addition of one or more large scale employers in Ovilla or the near vicinity could significantly change the population growth rate experienced by the City. Population projections obtained using 2.44 percent and 5.27 percent average growth rates appear in *Table 3.2, Historic and Future Populations for the City of Ovilla, Texas*.

**Table 3.2**  
**Historic and Future Populations for the City of Ovilla, Texas**

<b>Year</b>	<b>Historic Population</b>	<b>Lower Projection 2.44%</b>	<b>Higher Projection 5.27%</b>
1970	339		
1980	1,067		
1990	2,027		
2000	3,405		
2010	3,492		
2011	3,518		
2012	3,514		
2013	3,526		
2014	3,619		
2015	3,690		
2016	3,820		
2017		3,913	4,021
2018		4,008	4,233
2019		4,106	4,456
2020		4,206	4,691
2021		4,308	4,938
2022		4,413	5,198
2023		4,521	5,472
2024		4,631	5,761
2025		4,744	6,064
2026		4,859	6,384
2027		4,978	6,720
2028		5,099	7,074
2029		5,223	7,447
2030		5,351	7,840
2031		5,481	8,253
2032		5,615	8,688
2033		5,752	9,146
2034		5,892	9,628
2035		6,035	10,135

*Source: U.S. Census Bureau, NCTCOG, Projections Estimated.*

### *Population at Build-out*

As discussed in the next chapter, over half of the property within the City of Ovilla's 5.7 square miles City limits is undeveloped land. This means that there is an abundance of land for residential development and future population growth. In addition to the property that is already in the City limits, the City of Ovilla has an extra-territorial jurisdiction (ETJ) of approximately 4.3 square miles. If all the ETJ is eventually annexed into the Ovilla City Limits, the ultimate size of the city will be ten square miles (10 sq. mi.). The build-out population occurs when all of the properties planned for residential uses in the entire planning area are completely developed. Based upon U.S. Census Bureau (2010) information, Kimley Horn and Associates, Inc. projects an estimated buildout population between 9,519 and 15,123 people.

With the projected future population for the next 20 years being 6,035 to 10,135, the City of Ovilla will reach 63 percent to 67 percent of the build-out population within the planning period for this plan. If the above trends continue, Ovilla will reach build-out sometime in the next 27 to 38 years.

In the near future, Ovilla can expect a steady continued growth, which will be managed most effectively by careful planning and citizen involvement in the governmental process.

## Chapter 4. Existing Land Use

### General Land Use Characteristics

Before developing a plan for the future, a city must first have an understanding of its present condition. In addition to demographic data, this understanding is gained through an analysis of existing land use, which represents how land is currently being used. An analysis of current land use can provide documentation of development trends that have been and are being established. This analysis will also provide City officials with an opportunity to correct trends that may be detrimental to future development and to initiate policies that will encourage development in accordance with goals and objectives developed by the citizens.

#### *Survey of Existing Data Sources*

A survey of Geographic Information System (GIS) data provided by Dallas Central Appraisal District and Ellis Appraisal District was conducted in December 2009 and adjusted in 2016 to reflect current conditions in order to identify existing land use conditions in the City of Ovilla to be included in the Comprehensive Land Use Plan. Of the approximately 3655 acres (5.7 square miles) that make up the City, approximately 1,721 acres are developed as residential, commercial, institutional, or park area. The remaining 1,934 acres are currently undeveloped or used as roadways or agricultural uses. The categories of land use, corresponding acreage, and total percentages are shown in *Table 4.1, Summary of Existing Land Use in Ovilla, Texas 2016*. The physical locations of the different land uses within the City may be found on *Figure 4.1, Existing Land Use Map 2010*.

**Table 4.1**  
**Summary of Existing Land Use in Ovilla, Texas**  
**2016**

Land Use	Acres	% of Developed	% of Total
Residential (Single-Family)	1,608	93%	44%
Residential-Vacant	245	n/a	7%
Commercial	73	4%	2%
Commercial-Vacant	31	n/a	1%
Agricultural	1,658	n/a	45%
Public / Semi-Public	29	1.7%	1%
Parks	11	0.6%	<1%
<i>Total Developed</i>	<i>1,721</i>		<i>47%</i>
<i>Total Undeveloped</i>	<i>1,934</i>		<i>53%</i>
<b>Total Land Area</b>	<b>3,655</b>		

The summary of existing land use categories maintained by the appraisal districts in Dallas County and Ellis County should be reviewed and updated periodically for accuracy and to measure the attainment of identified goals and objectives. Existing land uses have not changed significantly since the 2009 analysis.

# Existing Land Use Plan Map

City of Ovilla, Texas

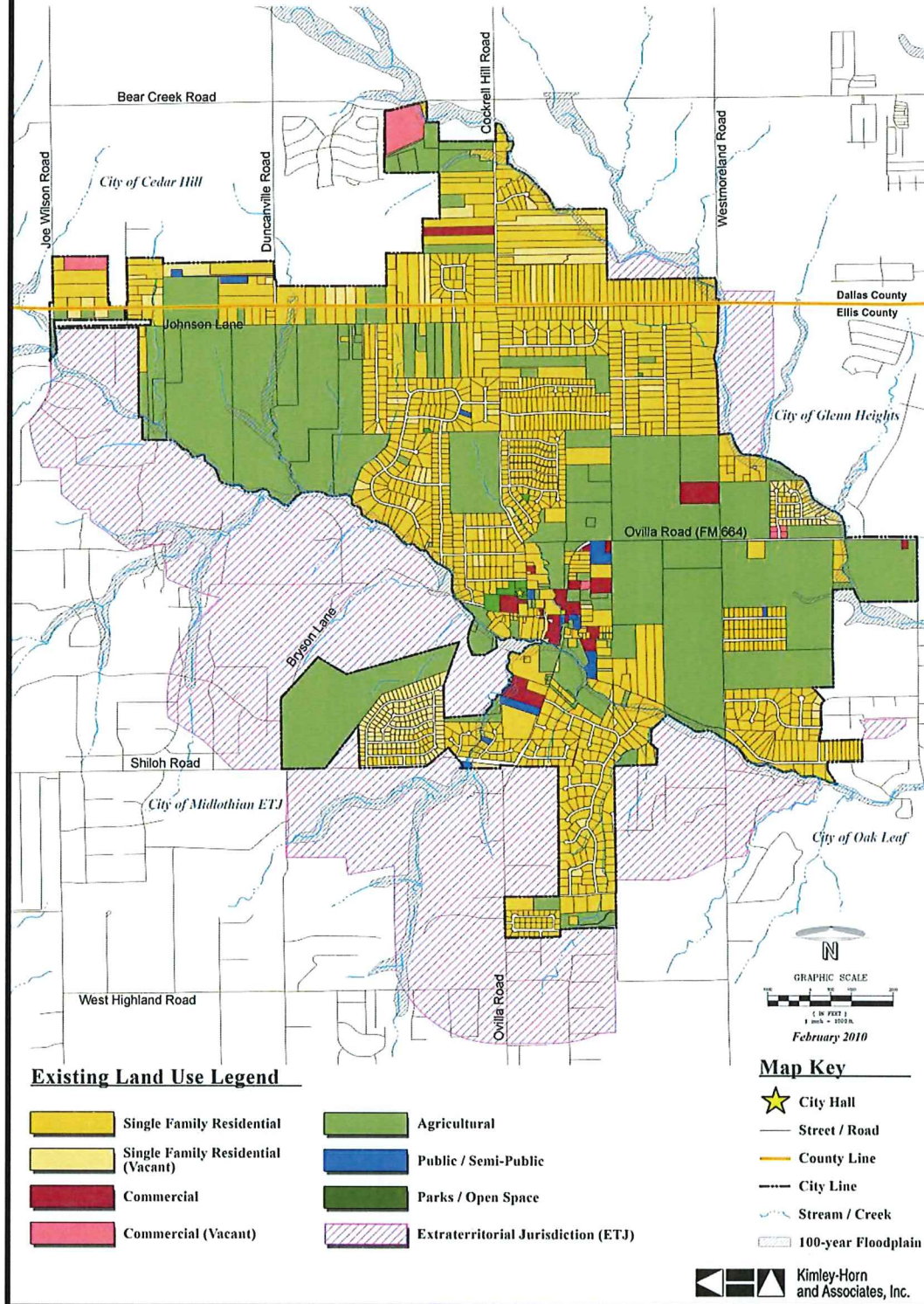


Figure 4.1, City of Ovilla Existing Land Use Map 2010

In August 2015, Kimley Horn and Associates Inc. (KHA) analyzed existing land uses in Ovilla and prepared a Build Out Population Estimate as shown in the following tables: *Table 4.2, Ovilla Population Estimate Methodology; Table 4.3, Ovilla Build Out Population Estimate; and Table 4.4, Ovilla Build Out Population Estimate.*

**Table 4.2**  
**Ovilla Population Estimate Methodology**  
*Census 2010 (Pop: 3495)*

<b>Zoning District</b>	<b>RC</b>	<b>RE</b>	<b>R15*</b>	<b>R22</b>
units/acre	0.20	0.55	0.90	1.83
persons/acre	0.54	1.46	2.44	5.18
persons/unit	2.69	2.63	2.72	2.83

\* Estimate: No built out R15 districts

Prepared by: KHA

**Table 4.3**  
**Ovilla Build Out Population Estimate**  
**Current Zoning 2015**

<b>Zoning</b>	<b>Acres</b>	<b>%</b>	<b>Households</b>	<b>Population</b>
PD	134	4%	217	516
R15	377	11%	339	922
R22	554	16%	1,015	2,872
RC	215	6%	43	117
RE	2,097	62%	1,163	3,063
<b>Total</b>	<b>3,377</b>	<b>100%</b>	<b>2,777</b>	<b>7,489</b>

Prepared by: KHA

**Table 4.4**  
**Ovilla Build Out Population Estimate**  
**Zoning + Future Land Use**

<b>Scenario</b>	<b>Future Land Use Plan SF Acres*</b>	<b>Households</b>	<b>Population</b>	<b>Total with Zoning</b>
Low (RC/RE)	2,016	4%	217	9,519
Typical (Zoning Mix)	377	11%	339	11,959
High (R15/R22)	554	16%	1,015	15,123

\* SF Single-Family

Prepared by: KHA

The graphic representation of existing land uses, the Existing Land Use Plan, should be reviewed and updated periodically to represent current conditions, to ensure relevant land use categories and to promote consistent development-related decisions and policies.

## **Residential Land Use**

Residential land use accounts for most of the development in the city. Approximately 1,608 acres or 44 percent of the City area is currently developed as residential use. This type of land use consists of low-density residential units (single-family homes). Moderate density units (duplex, triplex, or manufactured housing) and high-density (multifamily apartment) units are currently not found in measurable quantities in Ovilla. The text below provides information regarding residential development in Ovilla.

### *Low-Density Residential*

Low density residential use refers to single family detached dwelling units, developed at a density of one to three units per acre. There are approximately 1,608 acres of low-density residential land use in the City limits, which represents 93 percent of the total developed land and 44 percent of the total City. Figure 4.1, Existing Land Use Map provides information regarding the pattern of existing residential development within the City of Ovilla. The neighborhoods located along Cockrell Hill Road and southern Ovilla Road generally conform to the Neighborhood Concept, a planning concept that is described in the Urban Design chapter of this document. The remaining neighborhoods are less homogeneous, and are characterized by more of a rural development pattern.

### *Moderate Density Residential*

Moderate density residential development refers to residential development containing from six to twelve dwelling units per acre. This type of housing primarily consists of duplexes with a limited amount of triplex and fourplex units. Currently, there are no moderate density residential areas within the City.

### *Manufactured Housing*

Manufactured housing units in area are located in the Ovilla extraterritorial jurisdiction, primarily south of Red Oak Creek. Currently, there are no manufactured housing units within the city limits.

### *High Density Residential*

High density residential land uses consist of multifamily apartment developments, built at a density of thirteen or more units per acre. Currently, there are no high density residential units within Ovilla.

## **Commercial Land Use**

The commercial land use category includes both service and retail uses. Approximately 73 acres of commercial land use is located in Ovilla, which accounts for approximately 4 percent of the developed area of the City and 2 percent of the total City area. Most commercial development is located along Ovilla Road.

## Public & Semi-Public Land Use

Public and semi-public land uses includes municipal, county, state, and federal government uses, cemeteries, and schools. Land uses typically considered quasi-public include churches and electric, gas, telephone, and television utility uses. Approximately 29 acres are utilized by this type of use in the City of Ovilla. Public and semi-public uses account for 1.7 percent of the total area within the City, and approximately 1 percent of the developed area in the City.

## Parks & Open Space

Approximately 127 acres of land within the City limits is occupied by public parks or open space. This calculation includes active and passive park area (11 acres), which are listed below, open space, and floodplain area that is likely to remain undeveloped for environmental reasons.

### *Heritage Park*

This park is located at the heart of the city Heritage Park is adjacent to Ovilla Road and near the West Main Street historic area. At approximately three acres, it functions as a small community park for the entire city. The park has been acquired, built and maintained primarily from donations.

Park features:

- Gazebo
- Custom Arch Bridge
- Lighting
- Veteran's Memorial
- Asphalt Jogging Trail
- Benches
- Master Gardeners Club Garden

### *Silver Spur Park*

This park is located on a small quarter-acre lot nestled within an established neighborhood on Silver Spur Lane. This park is classified as a neighborhood park for the Westmoreland Road Estates. It is supplied with low-level play equipment, a swing set, and a small pavilion for shade.

### *Weldon O'Dell Field*

This approximately seven-acre park is used primarily as baseball/softball fields and can be classified as a community park.

Park features:

- 3 Ball Fields with backstops, dugouts, lighting, and stands
- Picnic area with tables

### *Cindy Jones Play Area*

Conveniently located adjacent to ballfields, this play area is designed for young children and is supplied with a fort-style playset and swings.

### *Ken and Sara Pritchett Park*

This park was dedicated in 2009 and is located on a 0.75-acre interior lot in the Ashburne Glen neighborhood. Pedestrian access to the park is available from Ashburne Glen Lane and Forest Edge Lane. This public park is classified as a neighborhood park and is available for all City of Ovilla residents, but is primarily utilized by Ashburne Glen residents.

Park features:

- Playground with a fort-style playset and swings
- Picnic area with tables and barbecue grills

## **Infrastructure**

While right-of-way is undevelopable public property, the corridors created by the thoroughfares exert a considerable impact on the development of land in the city. Sound planning principles and urban design guidelines should be adhered to in order to limit negative land use development that may have a tendency to develop in these areas.

## **Undeveloped Land**

There are approximately 1,934 acres of undeveloped land in the City of Ovilla as of December, 2015. This undeveloped land accounts for 53 percent of the total land area within the City. Most of the undeveloped land is located in the southwestern area of the City, but there are large undeveloped tracts throughout the City.

**ORDINANCE NO. 2020-15**

**AN ORDINANCE AMENDING THE CITY OF OVILLA, TEXAS, AMENDING CHAPTER 5 "THOROUGHFARES" OF THE 2016 COMPREHENSIVE LAND USE PLAN (THE "PLAN"); RECLASSIFYING RED OAK CREEK ROAD FROM COLLECTOR FOUR LANE UNDIVIDED ("C4U") TO COLLECTOR TWO LANE UNDIVIDED ("C2U"); REVISING THE SECTION ENTITLED "COLLECTOR STREETS" ON PAGE 5.5 OF THE PLAN BY REMOVING THE REFERENCE TO RED OAK CREEK ROAD'S CLASSIFICATION AS C4U; REVISING THE THOROUGHFARE PLAN MAP ON PAGE 5-6 TO REFLECT THE SAID RECLASSIFICATION; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERANCE CLAUSE; PROVIDING FOR INCORPORATION INTO CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.**

WHEREAS, Section 213.003 of the Texas Local Government Code allows the City of Ovilla (the "City") to amend by ordinance its comprehensive plan for the long-range development of the municipality; and

WHEREAS, the purpose of a comprehensive plan is to promote the sound development of municipalities and promote the public health, safety, and welfare; and

WHEREAS, under the provisions of Chapter 213 of the Texas Local Government Code, the city may define the content and design of a comprehensive plan and may include, but is not limited to, provisions on land use, transportation, and public facilities; and

WHEREAS, City's 2016 Comprehensive Land Use Plan provides a thoroughfare plan in Chapter 5 thereof; and

WHEREAS, the said thoroughfare plan provides classifications for streets in Table 5-1 in Chapter 5; and

WHEREAS, Red Oak Creek Road is classified as a Collector Four Lane Undivided Road; and

WHEREAS, the City Council finds and determines that Red Oak Creek Road should be reclassified as a Collector Two Lane Undivided Road;

WHEREAS, under the provisions of Chapter 213 of the Texas Local Government Code, the City may amend its comprehensive plan by ordinance following a hearing at which

the public is given the opportunity to give testimony and present written evidence and after review by the municipality's planning commission; and,

WHEREAS, on December 7th, 2020, a public hearing was held by the City's Planning and Zoning Commission, and the public was given the opportunity to give testimony and present written evidence; and

WHEREAS, after review of the proposed amendment to the comprehensive plan the City's Planning and Zoning Commission recommended approval of the amendment and forwarded their recommendation to City Council; and

WHEREAS, after publication in the City's official newspaper and after posting the agenda at City Hall more than seventy-two (72) hours before the public hearing, the City Council conducted a public hearing where the public was given the opportunity to give testimony and present written evidence.

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

SECTION 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

SECTION 2. The classification of Red Oak Creek Road should be and hereby is reclassified Collector Four Lane Undivided to Collector Two Lane Undivided.

SECTION 3. The section entitled "Collector Street" on Page 5-5 of the 2016 Comprehensive Land Use Plan is hereby amended to read as follows:

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.

SECTION 4. The Thoroughfare Plan Map on Page 5-6 of the 2016 Comprehensive Land Use Plan shall be revised to reflect the aforesaid reclassification of Red Oak Creek Road.

SECTION 5. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 6. In the event that any other Ordinance of the City of Ovilla heretofore enacted is found to conflict with the provisions of the Ordinance, this Ordinance shall prevail.

SECTION 7. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of 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 8. Because of the nature of interest and safeguard sought to be protected by this Ordinance and in the interest of health, safety and welfare 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 9. 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** this 14th day of December 2020.

**CITY OF OVILLA, TEXAS**

ATTEST:

  
G Miller, City Secretary



By:   
Richard Dormier, Mayor

APPROVED AS TO FORM:

  
Ron G. MacFarlane, Jr., City Attorney

**ORDINANCE NO. 2020-15**

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# *Excerpt from the 2016 Comprehensive Land Use Plan*

## **Chapter 5. Thoroughfares**

### **Introduction**

Transportation planning is an integral part of the City of Ovilla Comprehensive Land Use Plan. As such, the thoroughfare goals and objectives were considered carefully in the drafting of the Comprehensive Land Use Plan. The 2010 Comprehensive Land Use Plan Review Committee spent a considerable amount of time finalizing the Ovilla Thoroughfare Plan to carefully consider the proper classifications for thoroughfares to be included. Street and roadway improvements were important items discussed for expenditure of public funds. Consideration was given to both the internal transportation needs of the residents of Ovilla and the regional transportation needs of others that travel through Ovilla. The Regional Thoroughfare Plan prepared by the North Central Texas Council of Governments (NCTCOG), the City of Cedar Hill Thoroughfare Plan, the City of Midlothian Thoroughfare Plan were all consulted for input into the 2010 Ovilla Thoroughfare Plan. By coordinating with the other municipalities and governmental agencies, the development of the overall transportation network can be improved.

The Thoroughfare Plan should be reviewed and updated periodically to represent current conditions and promote preservation of terrain, natural drainage ways and trees. For example, the plan document should be revised to encourage improvements to Shiloh Road as increased traffic occurs as a result of new subdivisions, a new elementary school and new and existing non-residential uses.

The movement of people and goods within the City and the surrounding area is an important function; such movement is dependent upon the arrangement and condition of local streets and highways. As the city changes, the thoroughfare system must be capable of handling traffic movement in a safe and efficient manner. The 2010 City of Ovilla Thoroughfare Plan is coordinated with the 2010 Future Land Use Plan and provides the guidelines to develop a transportation system that can accommodate the needs of existing and future land use. This adopted Thoroughfare Plan is a valuable tool for the City of Ovilla in requiring the appropriate dedication of right-of-ways and the construction of the appropriate roadway improvements as the city continues to develop.

The primary form of transportation in the City of Ovilla is the individual gasoline-powered vehicle. Whether that vehicle is a pickup truck, an automobile or a SUV (Sport/Utility Vehicle), most Ovilla residents rely on their individual vehicles as their sole means of transportation. For this reason, the transportation element of the Comprehensive Land Use Plan Update is focused on the system of public roadways, which is designed to expedite traffic movement and enhance safety. The Thoroughfare Plan also includes recommendations for developing alternate modes of transportation within the city, as well as recommendations which create a continuous process of planning, implementation, monitoring, and evaluation to assure that the mobility needs for citizens of Ovilla will be met as development occurs.

CITY OF OVILLA THOROUGHFARES

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COMPREHENSIVE LAND USE PLAN PAGE 5-1

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

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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**

<b>Land Use Plan Classification</b>	<b>Thoroughfare Plan Classification</b>
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
Minor Arterial Street	<b>M2D</b> Minor Arterial Two Lane Divided <b>M4U</b> Minor Arterial Four Lane Undivided <b>M4D</b> Minor Arterial Four Lane Divided
Principal Arterial Street	<b>P6D</b> Principal Arterial Six Lane Divided <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.

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### *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

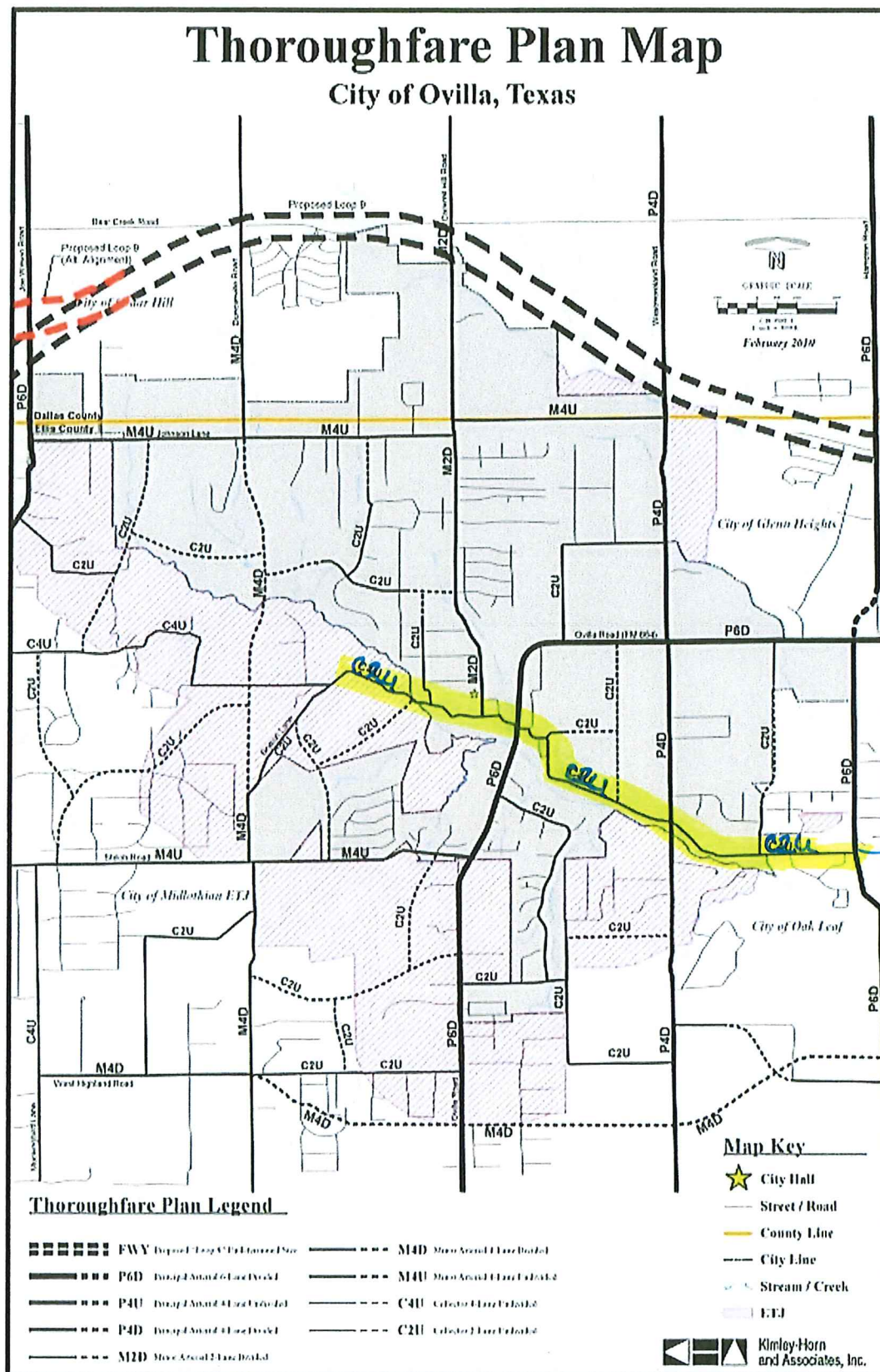
to allow access for turning movements. The classification of Shiloh Road as an arterial M4U should be further studied given potential design constraints.

### *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.

### *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*

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### 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.

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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.

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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.

CITY OF OVILLA THOROUGHFARES

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## **Chapter 6. Planning Principles**

### **Urban Design Elements**

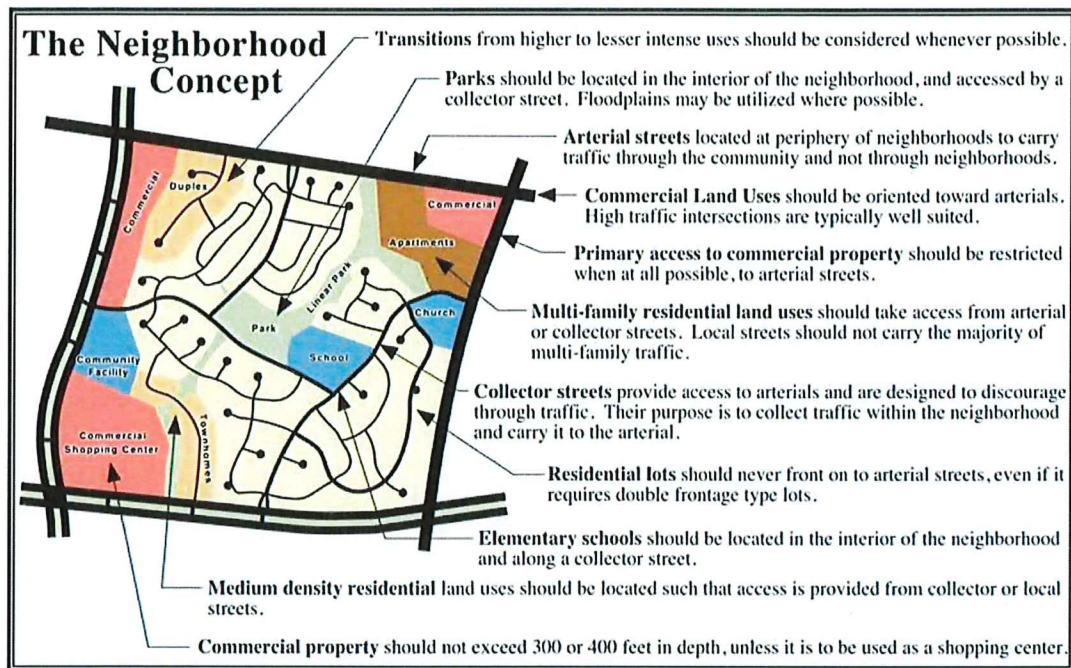
The term "urban design" refers to the planning of development in a comprehensive manner in order to achieve a unified, functional, efficient, and aesthetically pleasing physical setting. Urban design consists of a number of elements that are accepted by planning professionals as desirable and necessary for the orderly growth and development of an area; they enable planners to effectively create the desired form of the city. The urban design elements that have been applied in the City of Ovilla Comprehensive Land Use Plan are the neighborhood concept, commercial corridor and commercial node development forms, edges and transitions, screening walls and buffers, and focal points and entry statements.

The urban design elements are applicable to future development, and should also be applied to existing development whenever possible. These elements should be considered when opportunities for redevelopment and revitalization arise in established areas of the City. By exercising flexibility in applying these elements to older areas of Ovilla, existing development may be retrofitted to also utilize these planning principles and modify the existing development patterns and the city as a whole will benefit from increased efficiency and aesthetics. Furthermore, the intent of the Urban Design Elements is to provide a general framework for future development and redevelopment within the City of Ovilla; however, this should not be construed so as to prevent the City of Ovilla from exploring alternative and innovative development patterns that are in the best interest of the City.

### **Neighborhood Concept**

The neighborhood concept, as shown in *Figure 6.1, The Neighborhood Concept*, is one of the oldest and most widely used and accepted practices in urban land use planning. This concept helps to create quality spaces in which people may live. The concept places primary emphasis on creating neighborhoods that are buffered from the impacts of elements from outside the neighborhood system. By utilizing a transition of land use intensity, the most sensitive element of a neighborhood, residential use, is protected from the effects of intense commercial use.

The foundation of a neighborhood is its streets. Streets serve two primary purposes in neighborhood systems: to facilitate the movement of people and goods, and to serve as physical boundaries between adjacent land uses or neighborhoods. Streets should be designed and located so as to accomplish their purpose of efficient traffic service, while discouraging through traffic in neighborhoods. In order to maximize visibility and safety, intersections of more than two streets should be avoided, and intersections are required to meet at ninety-degree angles. The types of streets, their functions, and characteristics are described in detail in the Thoroughfares chapter of this document.



*Figure 6.1, Neighborhood Concept*

**Arterial streets** define the limits of a neighborhood by bordering the area on all sides. These roads, which are designed for heavy traffic, are appropriate locations for commercial uses. The number of entrances from arterials into the neighborhood should be limited. This enhances the efficiency of the arterial system, while preventing a high volume of traffic from entering the neighborhood.

**Collector streets** provide for circulation within the neighborhood; they connect local streets to the arterials. Collector streets are appropriate locations for moderate and limited high-density housing. Curvilinear street layout, rather than traditional grid patterns, should be designed, in order to limit traffic and slow traffic speed.

**Local streets** provide direct access to residences, and carry a low volume of daily traffic. Like collectors, these roads should be curvilinear in design. In addition, the use of loops and cul-de-sacs will further reduce traffic speed and volume.

The neighborhood concept considers the most appropriate location of different land uses within the neighborhood and on its boundaries. Low density housing should typically be located on the interior of the neighborhood, in order to protect the sensitive residential area from intense land use effects on the periphery of the neighborhood. Typically, larger neighborhoods should also provide for the location of schools and community facilities such as parks and fire stations within this central area. Moderate or high-density housing should be located toward the periphery of the neighborhood and on collector streets. These residential land uses may be used as a buffer area

between commercial and lower density residential land uses. Commercial land uses should be located on the outer limits of the neighborhood at intersections of arterial streets. These should be oriented toward the arterials, so as not to encourage commercial traffic in the residential neighborhood, and should incorporate buffer yards and/or screening fences when located adjacent to residential uses. Commercial land use within a neighborhood should be limited to retail sale of goods and personal services primarily for persons residing in the adjacent residential areas.

In addition to the configuration of streets and the location of land uses within the neighborhood, criteria for lot design should be considered. Lots adjacent to arterial streets and corners should be deep and wide, with adequate rear and side yard setbacks to facilitate sight distances at street intersections. Except within the proposed Minor Arterial (Two-Lane Divided) thoroughfare section for Cockrell Hill Road, low-density residential lots should not have direct access to adjacent arterials. This access would create safety hazards to the residents and impede traffic flow on the arterials. The above characteristics and criteria function collectively to protect the integrity of the neighborhood from external pressures and to enhance its identity.

## **Commercial Development Forms**

Commercial development, because of its infrastructure needs, intensity, and traffic volume, is a critical land use to the urban form of a community. Elements such as building orientation, lot depth, land use intensity, and location should be planned so that this necessary type of development becomes an asset to the community, rather than an eyesore. The following urban design elements, the commercial corridor and the commercial node, are designed to provide appropriate locations for commercial use, while protecting the capacity of streets, buffering adjacent land uses, and maximizing the efficiency of the commercial development.

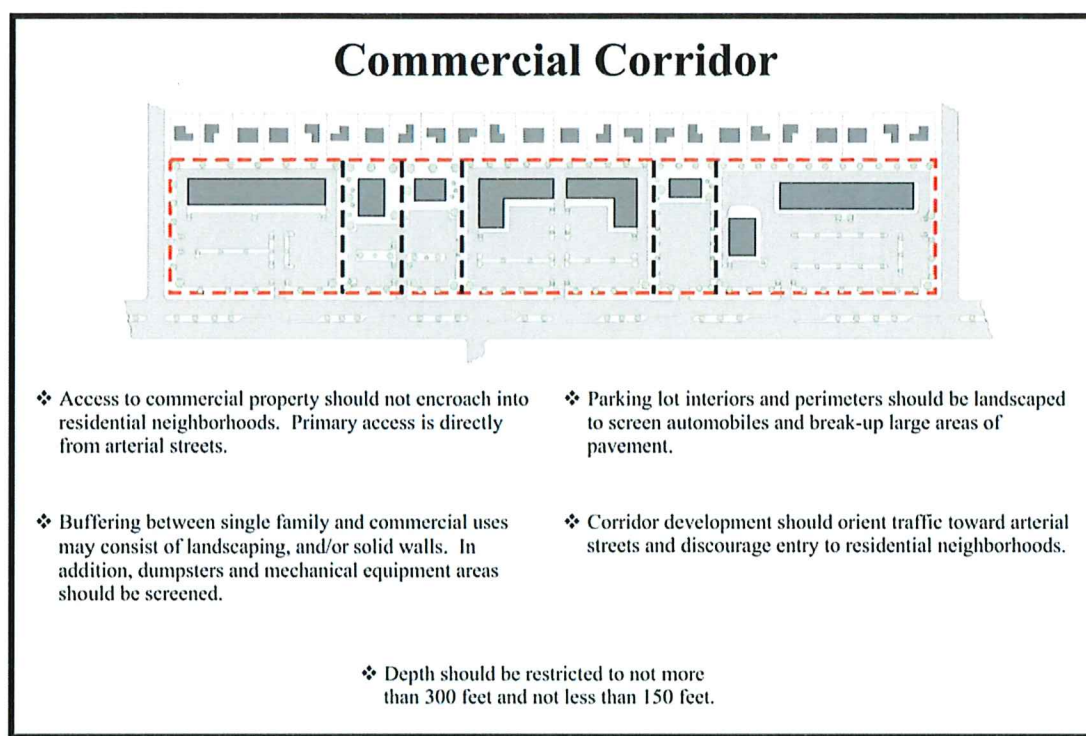
The commercial node and corridor models are intended to prevent the development of "strip commercial" areas. The familiar characteristics of strip commercial include the following:

- Shallow lots, usually between 100 and 200 feet deep;
- Numerous small parcels with individual owners;
- Numerous curb cuts for entrances;
- Numerous small buildings with no architectural unity;
- Minimal (or no) landscaping in and around the parking lots;
- Limited parking usually restricted to the front setback area or along the street; and
- The lack of landscaping or other buffers, especially in the rear, with the adjacent residential areas exposed to a blighting influence.

Strip commercial development currently exists along portions of Ovilla Road east and west of Interstate 35E, just outside the city limits of Ovilla, within the municipalities of Glenn Heights and Red Oak. Unchecked this development style will likely continue, and will be difficult to correct in the near future. However, future commercial developments in Ovilla should be required to incorporate the elements of the following commercial models into their design plans, and as opportunities for redevelopment of older areas arise, these principles should be observed in order to reverse some of the undesirable effects of strip commercial development.

## Commercial Corridors

The commercial corridor development form, *Figure 6.2, Commercial Corridor Development Form* emphasizes the location of commercial uses along an arterial. This development form is characterized by high intensity commercial use located near the intersections of major arterials, with less intense commercial uses located along the arterial between intersections. Commercial corridors should be limited in depth to 300 feet, in order to prevent conflicts in land use and minimize the potential of landlocking some properties. In order to create cohesiveness among a variety of commercial uses, development guidelines should require uniform signage, shared driveways, and landscaping along the thoroughfare in commercial corridor developments.

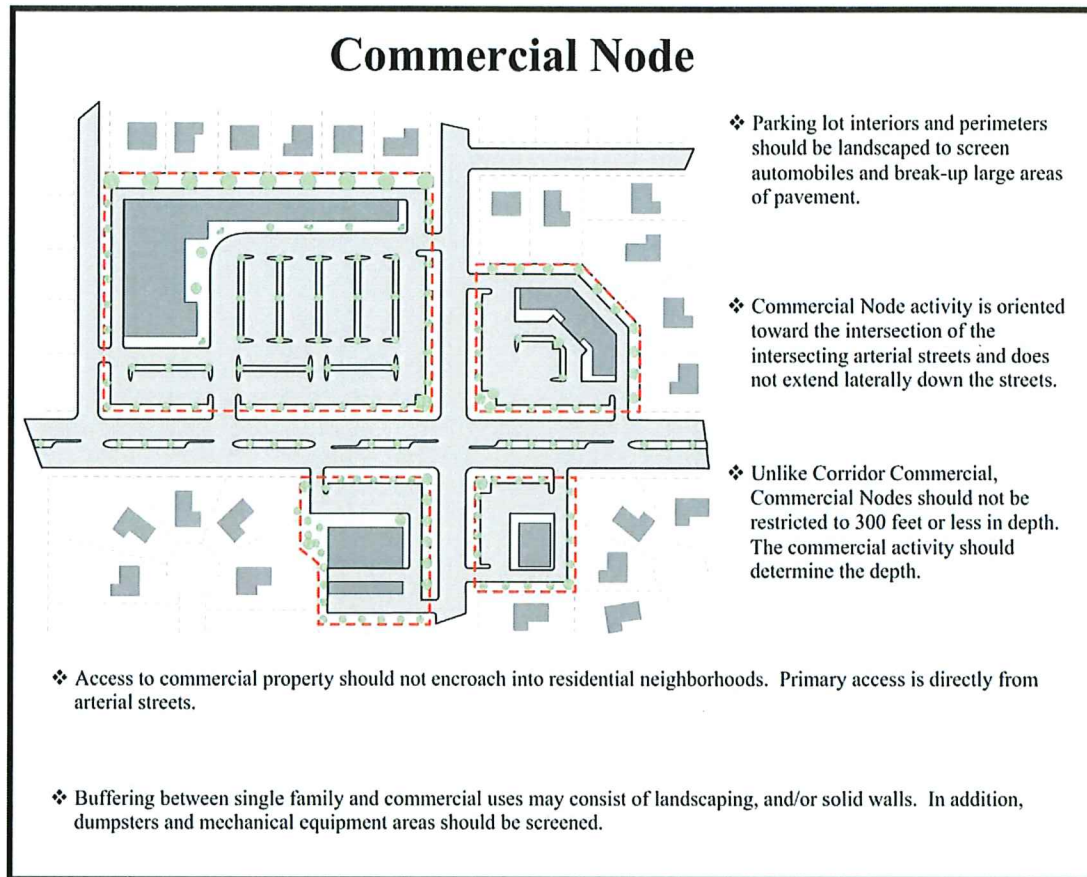


*Figure 6.2, Commercial Corridor Development Form*

## Commercial Nodes

The commercial node development form, *Figure 6.3, Commercial Node Development Form* consists of commercial land use that generally develops around intersections of major thoroughfares and around intersections of collector streets with arterial streets. A distinguishing characteristic of nodal development is that the commercial activity is directed toward the intersection, and does not extend along the intersecting streets. The size of a commercial node is generally not limited, but is determined by the type of commercial use at a particular location. A node may be small, containing neighborhood service type uses, or large shopping centers or a large number of commercial structures. High intensity commercial uses are typically located at the intersection of arterial streets, while less intense commercial uses such as professional offices may be used as a buffer between the high intensity uses and

neighboring residential land use. Additional screening or landscaping should be used to further reduce the effects of the commercial uses on adjacent residential uses, and to define the boundary of the adjoining land uses.



*Figure 6.3, Commercial Node Development Form*

### *Edges and Transitions*

Well-defined edges and gradual transitions of land use are important to the function of the Comprehensive Land Use Plan. Edges are boundaries of land uses which clearly indicate the beginning and termination of a land use type, while transitions are land uses which serve as a buffer zone between uses of differing intensity.

Edges are generally recognized as physical elements, such as a river, creek/floodplain, interstate, or railroad. These physical elements may serve as a barrier to contain intense land uses, such as industrial or heavy commercial use. The significant physical elements that serve as external perimeter edges for Ovilla are Joe Wilson Road, Bear Creek Road, Hampton Road and the Little Creek floodplain. In the future the proposed Loop 9 will also act as an external edge for Ovilla. The internal edges within Ovilla are primarily the drainage ways and creeks which create physical barriers to development and vehicular access between neighborhoods. Ovilla Road also creates an interior edge. Even though Ovilla Road is a major traffic corridor and transportation spine, it is also a physical barrier to some types of development.

Land use edges are especially important in areas of industrial or heavy commercial use because the tendency with these types of use is to gradually expand the intense use into adjacent residential neighborhoods. Commercial or industrial encroachment into a residential neighborhood may have detrimental effects, whereby potentially causing residential property values to diminish in the area, and thus the established neighborhood may tend to become unstable and transitional in nature. Therefore, any potential industrial or heavy commercial uses must be evaluated thoroughly to assess the potential impacts on existing land uses as well as future land uses.

Transitional land uses are also an important element of the Comprehensive Land Use Plan. While it is recognized that not all land uses are compatible with one other, some land uses are quite compatible with others. For example, an industrial land use is generally not considered to be compatible with low density residential use. It is therefore desirable to avoid development of these two uses adjacent to one other. By limiting the number of areas where these land uses are located next to one another, we recognize the interrelationship between land uses and avoid encroachment of non-residential uses into residential neighborhoods. On the other hand, industrial land use is often considered to be compatible with commercial land use, so it would be more appropriate to develop the two uses adjacent to one other. In the same manner, a professional office building that exhibits characteristics of residential development would be compatible with residential development in some instances. In situations where incompatible land uses are developed adjacent to one another, it is important to keep impact relationships in mind and provide either transitions or buffers to protect the less intense use.

The recognition of land use compatibility establishes a transition from high intensity uses to less intense uses. Usually this is considered to be from a heavy industrial use on one extreme to low density residential use on the other extreme. An example of a transitional use in Ovilla is illustrated on the Future Land Use Map, in the area of the Cockrell Hill Road and Ovilla Road potential future intersection. The existing commercial use that is located to the north fronting on both roads is separated from low-density residential uses planned to the northwest by park and open space land uses.

## **Screening Walls and Buffers**

Unfortunately, it is inevitable that conflicting land uses will occasionally be located next to one another. When this occurs, the appropriate action is to provide a means to soften the impact of the more intense use. This may be accomplished in two ways: by constructing screening walls, or by providing a buffer area between the two incompatible uses. The preferred option would be to have a significant open space area located between the uses. When that is not possible, the next preferred option would be to have the combined use of a screening wall and landscaping.

*Screening Walls:* Walls that are used for the purpose of screening incompatible uses should be solid. Wooden fences are not recommended for this purpose because the properties of a wooden fence cannot offer an adequate barrier to offensive impacts from adjacent uses, and they have a tendency to deteriorate over a short period of time. They may eventually lose panels and cease to function as a visual barrier. The visual unsightliness of deteriorated wooden fences may constitute a more offensive situation than the unscreened incompatible uses. For these reasons, it is

recommended that screening walls consist of solid masonry material. When combined with landscaping, this type of buffer provides an adequate barrier from visual and sound pollution of adjacent incompatible uses.

Screening walls placed adjacent to public roadways should always be combined with a variety of landscaping material. This will help to avoid a "tunnel effect" which may occur along a road which is lined on both sides with fencing or screening walls. Landscaping combined with fencing or screening walls not only improves the appearance along the roadway, but increases protection from the noise of a high traffic thoroughfare. In addition to landscaping, construction techniques should be used that provide for a visual variation in wall pattern and elevation. Alternating runs of masonry and wrought iron can provide variety in the screening wall. When wrought iron is used, landscaping should be included to assure visual screening. In addition, instead of a straight alignment along the property line, a ten-foot screening easement may be permitted adjacent to the property line to permit a curving in-and-out alignment within the easement.

*Landscape Buffers:* Incompatible land uses may also be effectively screened with the use of landscaping material. There may be occasions where a six-foot screening wall, while limiting access, does not provide adequate characteristics to buffer against sound or visual effects from adjacent property. This may occur, for example, when an intense commercial or industrial use is located on an elevation significantly above a less intense residential use. When the elevation at the foot of the screening wall is at least four feet lower than the base of the commercial or industrial structure being screened, a wall may not sufficiently screen the commercial or industrial use. Since it is unreasonable to expect a wall to be constructed that would be tall enough to accomplish the screening, the use of landscaping is necessary. For all sites which exhibit this condition, it is recommended that rapid growing trees, at least three inches in diameter at planting, be placed along the screening wall at fifteen foot intervals. If sufficient land area exists between the incompatible land uses, the commercial or industrial use may wish to incorporate the use of berms in the screening and buffering plan.

## **Signage**

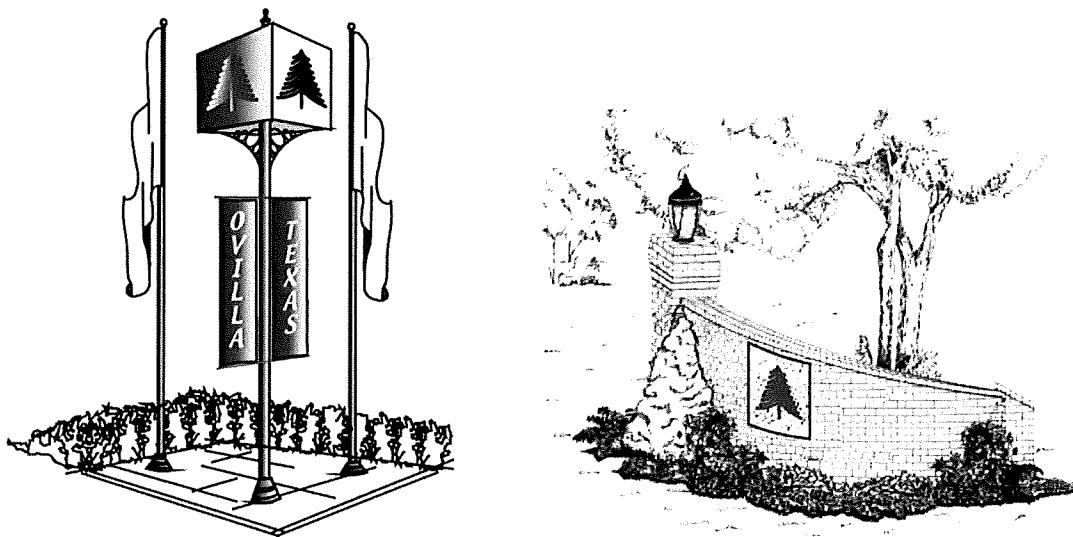
Generally, a monument sign is preferred for subdivision entrances, non-residential use and commercial signage. Depending upon the location, the monument sign should have historic characteristics and/or masonry elements and should be placed within a landscaped area. Specific signage materials and dimensions should be established and enforced by ordinance.

## **Focal Points and Entry Statements**

Focal points and entry statements are design elements that are used to draw attention to significant areas of the city. These elements, which are intended to make a statement about the community, may incorporate a combination of landscaping, decorative pavers, banners or signage, street furniture, and statuary in order to create interest in a particular location, and establish a community theme throughout the City.

Focal points are used in locations where unique characteristics are evident, such as the proposed “Town Center” area. These sites are different from other areas of the city because of the amount of traffic and visibility associated with their locations. These areas become focal points in order to capitalize on the unique nature of these locations and may be used to establish a theme, when similar elements are placed throughout the community. Focal points could also be established at other city owned facilities by using uniform signage incorporating the city’s logo at each location. Focal points may be simple or elaborate; the primary importance is placed on setting special areas apart and establishing a theme for the City.

Entry statements, like focal points, are intended to communicate to a resident or visitor that they have entered a new place. Entry statements, as the name implies, are special treatments applied where significant amounts of traffic enter the city. Monument signage, a flag with the City’s logo, or landscaping treatment may be used to maximize these locations and focus a driver’s attention. Major points of entry for the City of Ovilla are Westmoreland Road and Ovilla Road. Minor entry statements should also be considered at some of the county roads in the western part of the city such as Cockrell Hill Road, Joe Wilson Road, Johnson Lane, Montgomery Road/Bryson Lane, and Shiloh Road. Examples of entry statements are provided on *Figure 6.4, Entry Statement Examples*.



*Figure 6.4, Entry Statement Examples*

Both entry statements and focal points should be unique to Ovilla, and should cause those entering the community to recognize that they have entered Ovilla, Texas. Points of entry and focal point statements should be seen as an opportunity to "put the City’s best foot forward."

## ***Chapter 7. Future Land Use Plan***

A number of factors must be considered when planning for the future development of a city. The primary factor is the set of goals and objectives developed by the citizens and City leaders. These goals and objectives are the foundation on which the future development of the City is based. They work together with the development forms mentioned in the Planning Principles chapter to create patterns of land use throughout the City. These patterns compose an image of the type of city that residents want Ovilla to be at the point of ultimate development. The City of Ovilla's goals and objectives are described in the Goals and Objectives chapter of this document.

Physical elements (including major roadways, railroads, the floodplain and flood-prone areas) also have an impact upon a city's development. These physical features serve as barriers to development, and can be either naturally formed or man-made. A number of physical features affect present and future development in Ovilla, but with careful planning, these potential obstacles may be turned into opportunities.

There are also several basic planning principles that must be considered when preparing a Future Land Use Plan. Nodal and corridor commercial development forms and the neighborhood concept are the basis for land use configurations in the Ovilla Comprehensive Land Use Plan. These concepts are described in detail in the Planning Principles chapter of this document.

### **Physical Features**

Ovilla is bounded on all sides by rural undeveloped land. The major physical barrier within the City of Ovilla is the Red Oak Creek floodplain. The smaller floodplain areas along the various smaller creeks also have an impact on the development patterns of Ovilla. Ovilla Road and Cockrell Hill Road also provide barriers to development across their respective rights-of-way.

#### ***Red Oak Creek Floodplain***

The City of Ovilla has several creeks that are natural barriers to development. Areas along the creeks are designated by the Federal Emergency Management Agency (FEMA) as flood prone land. Where flood prone land is located in close proximity to major arterials, the suitability for residential development decreases. However, opportunities for residential development may be enhanced by permanent open space adjacent to flood prone areas. Flood prone areas can then be incorporated into linear parks, public open space, and other recreation schemes compatible with residential development.

### *Ovilla Road (F.M. 664)*

The edge and barrier factor of Ovilla Road is a matter of perspective. The very nature of a high traffic corridor attracts certain types of land uses and repels other lower intensity land uses. Commercial uses attracted to Ovilla Road increase the width of this commercial corridor. This creates a challenge to the City of Ovilla to encourage the successful residential development presently occurring in the northern portion of Ovilla to spread and flourish in southeastern Ovilla.

### *Neighborhoods and Corridors*

Using the various physical constraints, major thoroughfares and land use groupings, the City of Ovilla was mapped into five mixed-use neighborhoods, two corridors and a special district as shown in Figure 7.1, Neighborhoods & Corridors Map. The five mixed-use neighborhoods are predominantly large lot and rural single family residential with private schools, parks, churches and commercial. The neighborhoods are: the Northwestern Ovilla Neighborhood (north of Red Oak Creek and west of Cockrell Hill Road), the Northeastern Ovilla Neighborhood (between Cockrell Hill Road and Ovilla Road), the Southeast Neighborhood (between Ovilla Road and the Red Oak Creek floodplain), the South Ovilla Neighborhood (south of the Red Oak Creek floodplain and east of Ovilla Road), and the Southwest Ovilla Neighborhood (west of Ovilla Road and south of the Red Oak Creek floodplain including some of the extra-territorial jurisdiction). Ovilla Road and Cockrell Hill Road, are the main corridors, and these are included in the mixed-use neighborhoods because they define the edges and boundaries of the neighborhoods and also provide the neighborhood services to support the adjacent residential areas. The proposed Town Center Study Area is located from Cockrell Hill Road, south of Ashburne Glen Addition to East Main Street and centers on the historic area on West Main Street.

## **Planning Principles**

The planning principles used in the Ovilla Comprehensive Land Use planning effort determine the urban form of the City. Urban form is generally defined as the physical pattern and configuration that cities take as land is developed. The urban form elements used in the City of Ovilla Comprehensive Land Use Plan include the neighborhood concept, the commercial node development form, the commercial corridor development form, edges and transitions, screening walls and buffers, and focal points and entry statements.

Although development opportunities may arise in the future that are not consistent with the Future Land Use Plan map, such development would not necessarily be inconsistent with the Comprehensive Land Use Plan. In these situations, the development should be required to occur in accordance with the planning principles and development goals as defined in this Comprehensive Land Use Plan text document. Therefore, in situations where it appears that the character of development is consistent with the principles described in the Comprehensive Plan text, deviations and/or variations from the Future Land Use Plan map may occur.

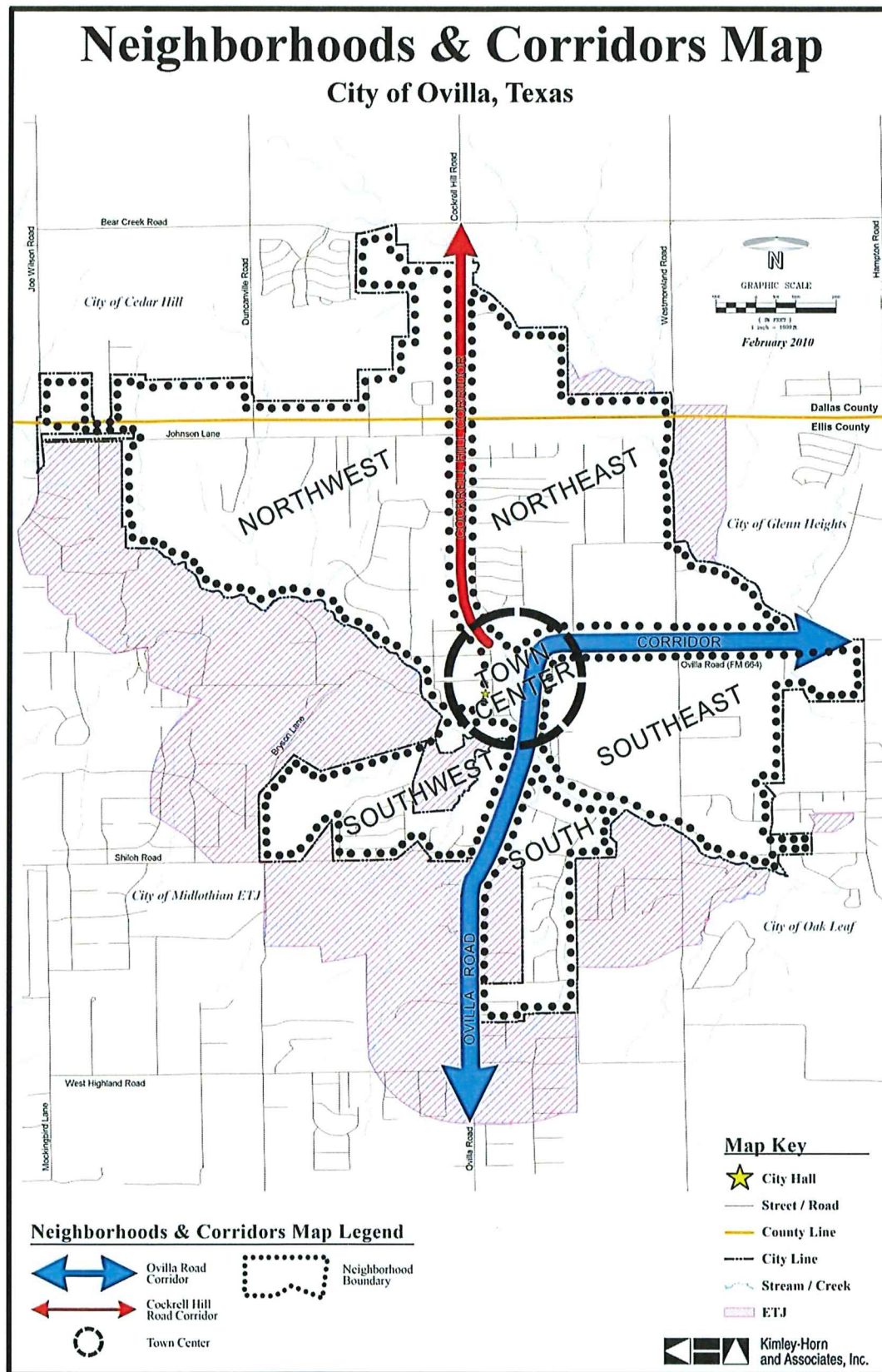


Figure 7.1, City of Ovilla Neighborhoods & Corridors Map 2010

Ovilla's neighborhoods are currently developing and have not yet achieved the classic neighborhood concept form. As the streets and roadway develop in conformance with the Master Thoroughfare Plan these neighborhoods should grow and mature. Figure 7.2, Future Land Use Plan Map illustrates the future pattern of land use for the City of Ovilla.

## **Residential Development**

The Future Land Use Plan addresses two residential categories: single family residential, multifamily residential (apartments) and manufactured housing.

### *Single Family Residential*

The single family residential land use is the category with the largest amount, 85 percent, of land area. The existing low-density residential development includes a range of lot sizes, home sizes and values. This category is composed of single family units that occur throughout the city in the predominately low-density single family neighborhoods. The majority of existing lot sizes are a half acre or greater. To maintain the rural, low-density residential characteristics that currently prevail throughout Ovilla, future development must be guided to follow a similar pattern. The City of Ovilla Zoning Ordinance provides for zoning districts and describes the density level within those districts. A further review of the current zoning ordinance and zoning map may be necessary to provide the desired results.

The current character of the city should be maintained with the majority of residential lots being one acre or greater and the remainder being one-half to one-third of an acre. Terrain or other factors may play a role in dictating residential densities. The overall Land Use Plan, as well as the Goals and Objectives of the city should be considered when reviewing the appropriateness of any future development.

### *Multifamily Residential*

The Comprehensive Land Use Plan Review Committee expressed an interest to provide an available area for Multifamily Housing within the City of Ovilla. To this end, a tract of land designated as Multifamily is located in the far north portion of the City within Dallas County. In addition, the availability of multifamily residential in nearby Cedar Hill and DeSoto could also serve to provide for local demands for apartments and multifamily housing.

### *Manufactured Housing*

Ovilla has several manufactured homes within the extraterritorial jurisdiction. Manufactured housing is a form of low-density single family housing and must meet all applicable regulations. The existing manufactured homes will be encouraged to redevelop as commercial or traditional single family residential.

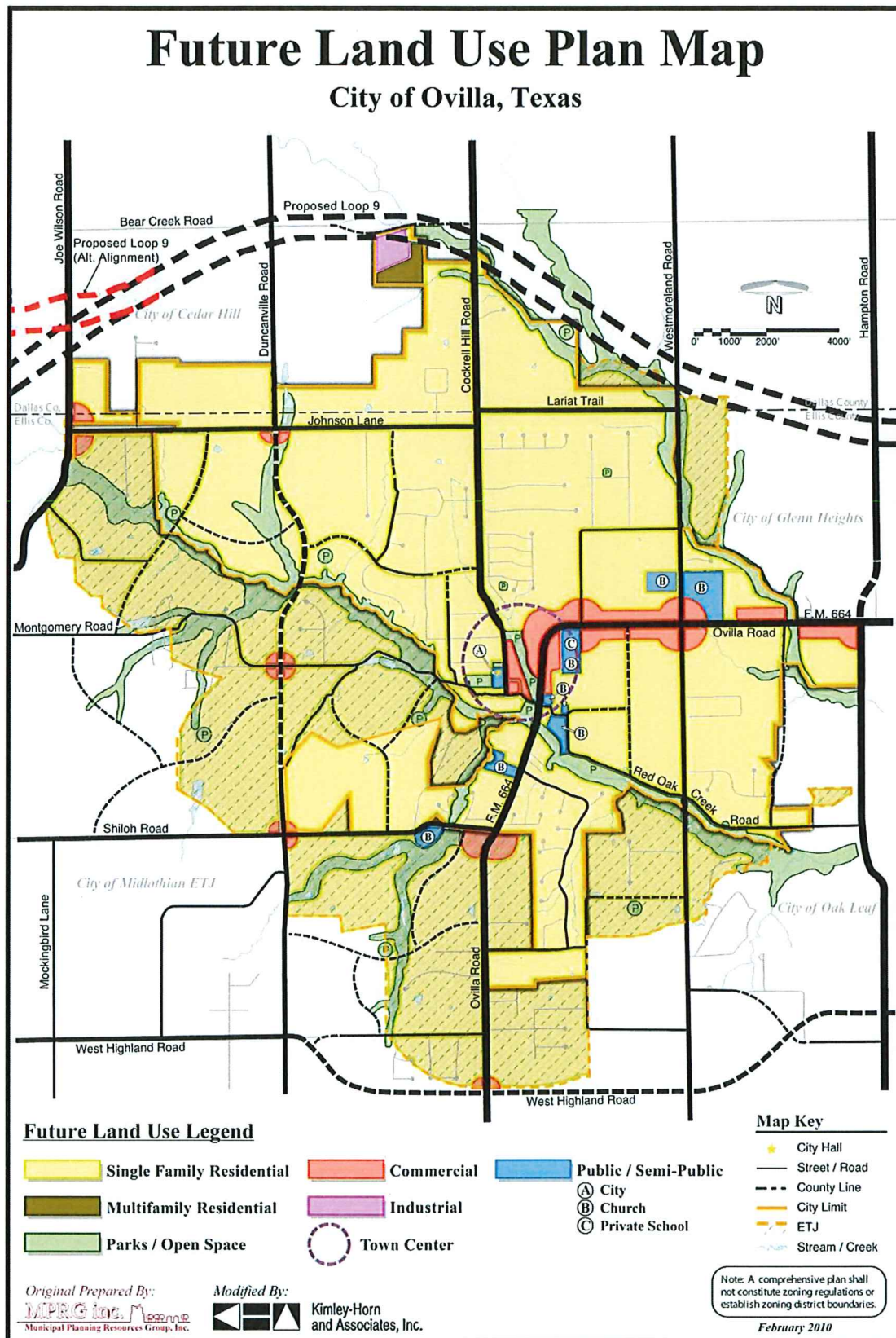


Figure 7.2, Future Land Use Plan Map 2010

## **Commercial Development**

Due to the rural-residential nature of the City of Ovilla, heavy commercial and industrial uses have been discouraged from locating in the city. However, in the 2010 CLUP the recommendation is to designate an area for industrial uses adjacent to the proposed Loop 9 Tollway in the far north part of Ovilla located in Dallas County. Uses such as restaurants, light retail and service establishments are typical to the community. An effort should be made to discourage corridor commercial in undesignated areas, especially along remote county roads, and to place these uses at the appropriate intersections in a commercial node fashion.

### ***Ovilla Road (F.M. 664) Commercial Corridor***

Ovilla Road will remain as the major commercial corridor. This central commercial corridor should continue to develop and redevelop and the City should begin to utilize corridor planning principles. The City of Ovilla wants to “put its best foot forward”, so this commercial corridor should be attractive and developed in a sustainable fashion. The best way for the City to achieve this is to use the corridor planning principles to ensure that orderly and desirable development patterns emerge. The Ovilla Road corridor offers the most potential for commercial and sales tax growth for the City of Ovilla. The traffic counts on Ovilla Road will continually increase and the visibility of the adjacent commercial areas will allow them to attract customers from outside of the normal Ovilla market. The City of Ovilla should aggressively pursue the corridor principles. The corridor principles of shared access, increased landscaping and coordination of building façades will transform these existing commercial areas into more aesthetically pleasing spaces, which will encourage repeat business and improve the economic viability of the businesses. Provisions should be added to the Ovilla Zoning and Subdivision Ordinances regulating the number of curb cuts, amount of landscaping, and other site-related issues to implement the commercial corridor principles.

### ***Ovilla Road & Shiloh Road Commercial Node***

This existing commercial area will continue to develop and redevelop and commercial node principles should be applied whenever possible. As Ovilla Road and Shiloh Road continue to increase in traffic volume, the viability of a large neighborhood or community size shopping center at this location becomes more likely.

### ***Light Industrial Park Development***

As specified in the Goals & Objectives chapter of this Plan, it is the intent to provide for light industrial uses in the City of Ovilla. The intent is to provide for these uses adjacent to the proposed Loop 9 Tollway in the far north part of Ovilla located in Dallas County. This location will allow access to major thoroughfares as well as provide a location that is compatible with adjacent land uses.

### ***Town Center Study Area***

What is normally referred to in other communities as the Central Business District, is known in Ovilla as the “Town Center”. The physical boundaries of the area have not been exactly defined; it may be considered as being centered

on the historic area along West Main Street. Its limits are defined generally as being the municipal complex/park area along Cockrell Hill Road to the west and East Main Street to the east.

This area was the original business district of the town. Many of the structures in the “Town Center” share common construction or construction dates. Commercial, church and residential structures share these unique characteristics. Due to these characteristics and the historical significance of this area, special attention must be given to the development, redevelopment and restoration of the area.

A restored “Town Center” will act as a commercial alternative to the Ovilla Road Corridor, provide the community with a local identity, and assist in preserving the historical character of the area.

In order to make the vision of a downtown become more of a reality, consideration may be given to encourage the City of Ovilla, either alone or perhaps in cooperation with the Type B Economic Development Corporation, to purchase tracts of land or properties within this area as they become available to help direct desirable non-residential development patterns.

The “Town Center” has some key attributes that provide momentum towards implementing a plan for the area.

- **Local Government Structures:** The Municipal Complex: City Hall; Police Station; and Fire Station are all located within the “Town Center” area. These structures provide a hub for citizens and will keep people coming to the area even if it is only to pay water bills. Therefore, it is critical that these facilities remain in the area. Additionally, as future public facilities such as a community center, recreation center, senior activity center or library is proposed, the “Town Center” area should be considered first for the location.
- **Historic Buildings:** Some of the buildings are virtually the same as when they were built; some have been refurbished to their former condition; and some have been “modernized” in the fifties, sixties and later. Many of the remaining structures retain the flavor of the original townsite. While the Municipal Complex provides a hub in the area, the historic buildings, especially along West Main Street, provide the character.
- **Accessibility:** The “Town Center” has excellent accessibility. Ovilla Road, which serves as a minor arterial, bisects the area and the second, Cockrell Hill Road, creates a northern border. These two roads will continue to bring people to the area. It is also fortunate that two major portions of the “Town Center” are located along West and East Main Streets. This is significant in that it brings people to the area without disrupting the area with “through” traffic. This promotes pedestrian traffic and creates a feel of being “in” the “Town Center”. Heritage Park and the proposed north-south linear park will further enhance the accessibility to the area.
- **Business & Historical Associations:** An important element to planning and survival of the “Town Center” is the cooperation of the area merchants and other individuals who are interested in maintaining and re-establishing the character of the area. It is recommended that a merchants association for the area be established to work in cooperation with the various historical preservation groups to implement plans for the area.

- **Parks & Open Space:** As mentioned above, the Parks in the area provide accessibility and comfort to the area. Heritage Park should remain a focal point for the area and emphasis should be given to the gazebo and the existing Veteran's Memorial. As the linear park may be developed it will help to increase the area that may be used for festivals, celebrations, gatherings and events. Also, located within the boundaries of the "Town Center" is the Ball Park which is the focus of organized games in the City.

In order to maintain and reclaim the character of the "Town Center", the City may wish to consider implementation of some of the actions, policies, and/or procedures listed below.

1. **Preparation of a "Town Center" Special Study:** The Comprehensive Land Use Plan provides guidance for the city as a whole for general growth and development. The "Town Center" area is unique and different than the rest of the community. Therefore, special actions and policies may need to be taken which are unique to the area. A special study of the area should describe in detail the actions necessary to implement a "Town Center" Plan. Included in the special study would be detailed descriptions of the remaining recommendations within this section. At this time the study should also consider any alternate locations for the municipal complex and how the relocation of the complex could spur a growth in retail thus creating an alternate Town Center.
2. **Emphasize Pedestrian Activity:** This is primarily applicable to the commercial areas of the "Town Center". The character of the area has businesses located in close proximity to each other. This is well suited to pedestrian traffic, and can be encouraged by focusing on areas where pedestrians will be located. Sidewalks, green areas, and crosswalks should have special treatment to make them more aesthetically pleasing. This would include the use of street furniture and landscaping. In addition, there should be a concerted effort of the "Town Center" merchants to identify uses that encourage people to visit from shop to shop. Antique stores, gift shops, craft shops, and eating establishments should be encouraged to locate in the area.
3. **Establish a Focal Point in the Old Town Area:** There needs to be a focal point located in the "Town Center" area that gives the area identity. A good focal point would be the gazebo and Veteran's Memorial in Heritage Park. Many communities have successfully turned these types of areas into focal points of the community. Possible alternatives could be:
  - West Main Street Commercial Area
  - Construct a New or Faux Cotton Gin
  - Emphasize the Total Park System within the "Town Center"
  - Creation of a "Town Center" Festival or Event
4. **Develop a Theme for the "Town Center":** The theme should include the treatment of landscaping, signage, street furniture and architectural characteristics of the structures. The theme should provide identity to the area and direct attention to the focal points of the "Town Center" such that it invites residents, as well as visitors, into the area.

5. **Implementation Methods Should Be Developed:** Both private and public guidelines should be adopted to encourage the cooperative and thematically consistent development of the “Town Center”. The Merchants Association and historic groups should develop policies and practices that can be implemented by each property owner in the area. In any event, these practices may be strongly recommended by the Merchants Association and historic groups although they may not have the authority to enforce compliance. However, the City of Ovilla may adopt ordinances that require compliance with land use standards that encourage cooperative development of the area. This may include the establishment of an overlay district that provides incentives for property owners, both commercial and residential, to comply with procedures supportive to the “Town Center” development plan.
6. **Research Town Center Study Area Action Plan Recommendations:** Identify opportunities for the City of Ovilla to become more proactive in directing the course of actions to achieve a recognizable downtown area.

## Public & Semi-Public

### *Educational Facilities*

Ovilla is currently within at least four-independent school districts: Midlothian ISD, Cedar Hill ISD, DeSoto ISD, and Red Oak ISD. Ovilla is home to one private school—Ovilla Christian School has the only campus located within the Ovilla City limits. Any new residential areas within Ovilla will be served by the appropriate existing school facility located outside the City limits. If school enrollment increases significantly, the expansion of buildings on the existing school sites would seem to be the preferable to the acquisition of new sites.

### *Municipal Facilities*

The Ovilla City Hall located adjacent to the Ovilla Police Station and the Ovilla Central Fire Station with the new annex opened in 2009 form a governmental nexus for the city. Due to its central location, it will continue to be the ideal location for future city services and expansions.

- City Hall: The current City Hall has recently gained space with the relocation of the police department to their new facilities. It houses the City’s staff and meeting facilities. The City Council Chambers also serve as the municipal court chambers.
- Police Facilities: There is an existing police station next to the current City Hall and fire station with office space, dispatching and parking facilities.
- Fire & Emergency Medical Facilities: Emergency Services District 2 which contracts with the City of Ovilla built a new Fire Department Annex building which houses their office and the offices of the Fire Department. The new building provides kitchen, boarding and training areas able to accommodate the department’s projected growth into the future. Fire station location requirements are issued by the State

Board of Insurance. There are both distance and response time requirements. Every structure should have a station within one and one-half miles “as the crow flies”; the current station provides this coverage for 98 percent of the city. The requirements are a maximum of three minutes to commercial, industrial and heavy residential (apartment complexes) areas and a maximum of five minutes to single family residential areas. The central location of the existing fire station provides an ideal location and should serve the city well into the future. For emergency medical services, the city is currently being served by contract from outside the city limits.

- Library Facilities: The city currently has no public library facilities. As resources become available in the future a library may be considered. The American Library Association provides standards for library facilities which include objectives, activities and requirements that spell out total needs in terms of square feet of floor space, service locations, branches, bookmobiles and book stack data.
- Community Center: A community center may be added in the future to provide space for community activities. If the community center is located near the existing municipal facilities it will help to focus and maintain the area as town center.

## **Parks, Recreation & Open Space**

The goals and objectives in this plan express a desire to develop an overall plan, to establish a variety of means for funding, to improve existing facilities, to develop recreational facilities not available at the present time and to ensure the preservation of the natural environment throughout the city.

In the past, standards for park land and facilities were measured in a quantitative fashion expressed as a ratio of land area to population. However, the National Recreation and Park Association, which is the industry standard, has directed their focus to a qualitative standard.

Parks, recreation and open space land uses should be designed as specific areas intended for public and/or private recreation. In addition, these areas should be characterized by their natural beauty. The areas designated for parks, recreation and open space should be the land most suitable for their adaptation and not created by land that has been left over from development. Standards for parks, recreation and open space systems are necessary for communities to establish a base from which to properly plan and implement a complete system of these properties.

This Comprehensive Land Use Plan includes standards for Neighborhood Facilities; Community Parks; City Parks; Special Use Parks; and Greenbelts, Linear Parks and Pathways. The City of Ovilla has approximately 10 acres of parks and recreation area. Currently Ovilla does not own any land designated as open space. This provides approximately 2.57 acres of park land per 1,000 persons. At the present time, the City is under capacity for parks as compared to other similar municipalities.

The total area of a city that is devoted to parks, recreation and open space is dependent upon a multitude of variables; however, a common standard is one acre per one hundred population. This standard would dictate approximately 38.5 acres of parks, recreation and open space in the City of Ovilla for the existing population. As indicated in the Existing Land Use Chapter of this Comprehensive Land Use Plan, there are approximately 127 acres of parks, recreation and open space in the City of Ovilla at this time. Of the 127 acres, 10 acres are dedicated and developed and the remaining 117 acres are undedicated floodplain.

### *Park Classification*

Parks, recreation and open space facilities are typically classified by five park types:

- (1) ***Neighborhood Facilities:*** These facilities serve the daily recreational needs of an entire neighborhood. A neighborhood park is a component of the “neighborhood unit concept”. Ideally, a neighborhood has located in its center both an elementary school and a neighborhood park which have a common boundary. The facilities of a neighborhood park may be somewhat limited, but they should serve the needs of a population of between 2,000 and 10,000 residents. In addition to the larger neighborhood facilities there are three types of smaller neighborhood facilities which include; tot lots, neighborhood playgrounds, and neighborhood parks. These parks are often called pocket parks and are sometimes included in the overall development of a new subdivision.

The optimum size of the larger neighborhood park is six (6) to ten (10) acres, however even though the six (6) to ten (10) acre size parks are preferred, several cities in the Metroplex have incorporated several one half (1/2) acre parks within individual subdivision similar to the pocket parks mentioned above. These parks are often provided by the developer as part of an amenities package to enhance the overall development. The park should be located near the center of the neighborhood it serves. It should be easily accessible by vehicles from residential streets, and should be within walking distance of most homes in the neighborhood.

The following recreational facilities are commonly found in neighborhood parks. The facilities vary depending on the needs of the particular neighborhood.

1. Playgrounds with industry-standard safe play surfaces
2. Perimeter edging
3. Play structures and seating areas
4. Level, open areas for team practices and neighborhood pick-up games of baseball, softball, football and soccer
5. Tennis courts and multi-purpose courts for basketball, volleyball and badminton
6. Picnic areas with tables, cooking grills and litter receptacles

7. Landscape development and beautification including color beds, screening, shade, benches, sidewalks, signage, a small parking lot and security lighting.

Other facilities may include drinking fountains, picnic shelters, and multi-use paved jogging trails.

There are several possible locations for future neighborhood parks in the City. These locations are indicated on Figure 7.2, Future Land Use Plan. Most of these locations are areas of limited development at the present time; however, as development occurs the need for these types of facilities will grow.

- (2) **Community Park:** The typical community park serves several neighborhoods located within approximately 1.5 miles of the park. These facilities are typically a major component of a City's park system and include community parks and playfields. The community park should have 20 to 80 acres of land. Locating community parks along thoroughfares as a buffer to the neighborhood is a good idea. Community parks are extremely compatible with junior and high schools, and combining these facilities is beneficial to both.

Community parks have similar facilities to neighborhood parks, although they will typically have more. The playing fields are generally lighted for both day and night activities. Swimming pools are often included in a community park as well as picnic areas, jogging trails, natural areas, open space, and passive areas. Often recreation or community buildings are located in community parks.

- (3) **City Park:** The city park should accommodate the needs of very large sections of the City or the entire City. These parks provide for intense active and passive recreation needs for the entire cross section of the City's population. City parks are large in area generally, over 100 acres. These parks should be located on major thoroughfares to provide easy access. In addition, it is important to provide adequate parking.

Facilities provided in a city park may include the following: golf course, rodeo or equestrian arenas, athletic fields and stadiums, parkways, natural landscaped areas, extensive vegetation, tree stands, water features, ponds, lakes, creeks, rivers, gardens and arboretums, large picnic areas, sports fields, play grounds, play areas, nature, jogging, hiking and biking trails, restroom facilities, swimming pools and/or natatorium, day camps, bridal paths, boating and/or swimming facilities in conjunction with a natural water feature, zoos, botanical gardens, museum, and outdoor theater.

- (4) **Special Use Parks:** A Special Use Park is usually limited to one or two uses. It is sized, located, and developed to best serve its function. Some examples of special use parks are a multipurpose athletic complex, tennis center, aquatic center, golf course, historical site, nature preserve, and recreation center. Depending on its function, this park may serve the entire city. When possible, these parks are located on major thoroughfares.

- (5) ***Greenbelts, Linear Parks and Pathways:*** These linear style parks are typically used to buffer urban areas. They are often used to connect other city parks and facilities. They are important for their aesthetic value while helping to maintain the natural aspects of the City as development occurs. Ideally, these parks are developed into a comprehensive system that links together all the parks within the City. Linkage parks usually follow utility and drainage easements and floodplains.

Linear and linkage parks can be of varying size and are usually long and narrow in shape. The location of linear parks should take advantage of natural water courses and vegetated areas. They should have accessibility through other parks for pedestrian, equestrian and non-motorized vehicular traffic. Additionally, these parks should be maintained in as natural a state as possible with a minimal amount of disturbance to the environment.

The City of Ovilla does not have any greenbelts or linear parks. However, the Goals and Objectives in this plan state as a goal of the community to “Encourage preservation and expansion of greenbelt areas, especially along creeks throughout the city.” This includes the preservation of floodways and floodplains by limiting channelization. The City of Ovilla certainly has ample floodplain to use for this purpose. An additional objective of the plan is to implement a linear park system connecting major parks throughout Ovilla.

Development of additional park land is indicated as a goal of the City. This additional park land should generally conform to the following standards shown in Table 7.1, Acreage, Service Radius, and Acres Per 1,000 Recommendations.

Table 7.1

Acreage, Service Radius, and Acres Per 1,000 Persons Recommendations

Classification	Acreage	Service Radius	Acres per 1,000
Neighborhood Park	6 to 10	0.25 to 0.5 mile	1 to 2 acres
Community Park	25 or more	1 to 2 miles	5 to 8 acres
City Park	Recommended to be large Community Parks		
Special Service Park	Variable	NA	Variable
Linear/Linkage Park	Variable	NA	Variable

## ***Chapter 8. Implementation***

### **General**

A critical component of the planning process is the implementation, or execution, of the plans that have been developed. An implementation strategy will have the effect of turning this Plan from a study document into a tool that will help Ovilla achieve the land use Goals and Objectives developed by its citizens. If implementation measures are not included in the Comprehensive Planning process, these goals may never be realized.

### **Plan Implementation Methods**

The act of defining an implementation framework must be complemented by discernable action items to help the City realize the goals set forth in the Comprehensive Land Use Plan. The implementation of the Comprehensive Land Use Plan should include action items to be used by City officials to address the following issues:

- Proposed development and redevelopment applications.
- Landowner-requested annexations.
- Zoning change requests and other related zoning requests.
- Expansion of public facilities, services and programs.
- Annual capital budgeting.
- Updates/Amendments to City Zoning Ordinance and similar development regulations.
- Intergovernmental coordination and agreements.
- Operations, capital improvements, and programming related to City departments.

A number of methods may be used to implement the Comprehensive Land Use Plan. One method may adequately implement one portion of the Plan, or a number of methods may be required to achieve the City's goals. The City may wish to use some or all of the following methods for implementation of the Comprehensive Land Use Plan:

- Policy-Based Decisions;
- Land Development Regulations and Standards;
- Capital Improvements Programming
- Specific Plans and Studies;
- Special Projects, Programs, and Initiatives.

### *Policy-Based Decisions*

Adopted policies are often credited with a great amount of authority. The staff and officials of many municipalities consider adopted policies as only one step short of law. Generally, official policies provide the City Staff, the Planning and Zoning Commission, and the City Council with specific guidelines regarding development issues. The purpose of the Goals and Objectives contained in the Goals and Objectives chapter of this document is to give the City Staff and elected officials direction so that official policies may be developed.

The *Adopted Policies* section of this Chapter contains examples of those that may be adopted by the City regarding development issues. While this is not an exhaustive accounting of all possible development policies, it is recommended that the following policies be adopted in order to provide guidelines to assist the staff and appointed and elected officials in following through with the adopted Goals and Objectives of the City.

### *Land Development Regulations and Standards*

Ordinances are recognized as municipal law and are binding as such. Two documents that are adopted in ordinance form and should be continually maintained are the Zoning Ordinance and the Subdivision Regulations Ordinance. These serve as the primary implementation tools for the Comprehensive Land Use Plan.

The basic purpose of the Zoning Ordinance is to carry out the land use policies and recommendations that are contained in the Comprehensive Land Use Plan. Specifically, the Zoning Ordinance classifies and regulates the use of land, buildings, and structures within the City. The ordinance is divided into two elements that are dependent upon one another: the zoning text and the zoning map. The zoning text tells how the land may be used. The zoning map indicates where it may be used in the manner described in the zoning text.

Subdivisions may be required to comply with the general layout of streets, placement of corridors and arterials, and the general urban form principles as provided in the Comprehensive Land Use Plan. Each plat should be reviewed by the planning staff and addressed by the Planning and Zoning Commission and City Council regarding this compliance. Noncompliance with the Plan may constitute a position contrary to the public health, welfare, and general safety of the residents of the community. Language in the Subdivision Regulations should be reviewed to confirm that compliance with the Comprehensive Land Use Plan is required. In addition, the Subdivision Regulations should be updated to include recent changes in state law, which have occurred.

### *Capital Improvements Programming*

The Capital Improvement Plan (CIP) is a multi-year plan typically spread over five years, which identifies various budgeted capital projects. Staff time and financial resources are allocated to the elements of the program, in order to ensure that the projects are appropriately budgeted. The identification and prioritization of the budgeted capital projects should coincide with the goals of the Comprehensive Land Use Plan.

### *Specific Plans and Studies*

There is the potential for additional planning studies that may be required at a greater level of detail than that found in the Comprehensive Land Use Plan. These planning areas will warrant additional analysis and studies prior to implementation and inclusion in the Comprehensive Land Use Plan

### *Special Projects, Programs and Initiatives*

Special Projects account for various initiatives undertaken by the City that are broader in nature than other implementation measures. These initiatives may include City Programs, Interlocal Agreements, Citizen Participation Programs and other special projects.

## **Plan Administration**

The update of the Comprehensive Land Use Plan was a collaborative effort including input from multiple groups within the City. During this process, various leaders from the community came together to form the Comprehensive Land Use Plan Review Committee, which served an essential role in assuring the vision of the Plan reflected the City of Ovilla. After adoption of the Plan, it is critical to identify those individuals within the community that will serve to ensure the Plan continues to be updated as the City grows.

## **Application of the Plan**

The Comprehensive Land Use Plan provides guidance for future development in three primary ways. First, is by referencing the Goals and Objectives set forth in the *Goals and Objectives* chapter. Second, is by adhering to the general Planning Principles that define the vision and intent for the future of the City. Finally, the Future Land Use Map should be referenced as a guidance resource for future development patterns.

### *Goals and Objectives*

All planning and zoning decisions should be made with regard to the Goals and Objectives developed by the citizens during the initial stages of the planning process. If a proposed development would be in accordance with the Goals and Objectives, it should be seriously considered for approval. If the proposed development is in conflict with the Goals and Objectives, it should be revised in order to reflect the stated land use desires of the citizens.

### *Planning Principles*

The Comprehensive Land Use Plan has provided a description of applicable planning principles for Ovilla, which are provided in the Urban Design chapter of this document. They include the neighborhood concept, nodal and corridor commercial development forms, the establishment of edges, and the use of transitional land uses, buffering, and screening techniques. These planning principles should be considered by city officials when making decisions affecting development in the city. The neighborhood concept and commercial development forms should be employed when determining the placement of land uses and infrastructure in future developments. Edges, transitional uses, buffering, and screening techniques will be beneficial when considering the compatibility of adjacent land uses and their effects on one another.

## *Future Land Use Map*

Planning and zoning decisions should be made in agreement with the Future Land Use Map. This map is provided in the Future Land Use Plan chapter of this document. The Future Land Use Map provides a general picture of how land uses may be arranged to reflect the growth goals and objectives of the City. It is important to note that this map does not serve the same purpose as the City's zoning map. The Future Land Use Map is not law. It does not dictate exact boundaries of land uses. Therefore, it should be considered to be somewhat flexible. Changes other than those literally shown on the map can be made with the assurance that they are not in conflict with the Comprehensive Land Use Plan if they are in agreement with the goals and objectives and the planning principles provided in this text document.

## **Adopted Policies**

In order to realize the Goals and Objectives set forth in the Comprehensive Land Use Plan, a clear action plan must be defined. This action plan should address both the short-term and long-term goals of the Plan. The specific responsibilities of each of the action plan items are outlined in this section as well as the Plan Administration section of this Chapter.

## *Recommended Policies*

### **1. Conformance with the Plan**

The City should establish a policy requiring new development and redevelopment to conform to the Comprehensive Land Use Plan. All zoning and platting requests are measured for compatibility with the Plan. Staff reports written on platting and zoning issues should include commentary on the conformance with the request to the Plan, and non-conformance with the Plan may be sufficient grounds for denial or a negative recommendation of the request.

*Responsibility: City Council, Planning & Zoning Commission and Staff*

### **2. Maintenance of the Plan**

The effectiveness of the Plan should continue to be monitored annually. Monitoring allows the City to measure progress of plan implementation. It also serves as an indication of changing conditions and trends that may suggest the need for revisions to the Plan. Items to be addressed in the annual staff review should include conformance with current development trends, number of zoning requests granted that did not conform to the Plan, and recommendations of the Plan that are being implemented or have been implemented. The result of the report will be to recommend that the Plan be maintained in either its current condition for another year or that it be revised to comply with current development goals and objectives being observed by the City.

*Responsibility: City Council, Planning & Zoning Commission and Staff*

### **3. Cooperation with other governmental entities**

The City should continue to maintain an open channel between governmental entities, advising them of Ovilla's plans, and should remain cognizant of their plans. If conflicts arise between Ovilla and another agency, the city staff should communicate these conflicts to the city leaders and work toward minimum negative impact on all participants affected.

*Responsibility: City Council and Staff*

### **4. Update Materials**

The city staff should refine and update applications, checklists, and procedures to insure that development controls are adequate to retain long term property values and quality of life.

*Responsibility: Staff*

### **5. Enforcement of Ordinances and Regulations**

The City should enforce current ordinances and regulations and adopt new ordinances and regulations that will better assist in controlling signage, refuse, nuisance, animal control, clean up and removal of junk, elimination of dilapidated and unsafe buildings, and other code enforcement issues.

*Responsibility: City Council, Planning & Zoning Commission and Staff*

### **6. City Initiated Rezoning**

The City may choose to review existing zoning. If deemed appropriate, the City may initiate re-zoning of areas that do not conform to the general guidelines for development or reflect the proposed land uses according to the updated Future Land Use Plan Map.

*Responsibility: City Council and Planning & Zoning Commission*

### **7. Consideration of Thoroughfares**

The City should also be in the practice of considering the Thoroughfare Plan when making land use decisions that may be affected by traffic. The City should periodically review the Thoroughfare Plan to evaluate its consistency with current growth philosophies.

*Responsibility: City Council and Planning & Zoning Commission*

### **8. Public Involvement**

The Comprehensive Land Use Plan is a tool to be used by the City. The application of this tool may be better facilitated if the development community also realizes that it is a document that must be respected. The City should adopt a policy that compliance with the Comprehensive Land Use Plan is necessary, in addition to compliance with the Subdivision Regulations Ordinance and the Zoning Ordinance. The City should keep sufficient copies of the Plan on hand to be distributed to the general public in the same manner as the Subdivision Regulations Ordinance and Zoning Ordinance.

*Responsibility: City Council, Planning & Zoning Commission and Staff*

## **9. Develop and Adopt a Planning Program**

Establishment of a sound Planning Program is the most effective method to implement a Comprehensive Plan. The Planning Program should continue to be updated as needed to implement the Comprehensive Land Use Plan, and ensure that development occurs in a coordinated manner.

*Responsibility: City Council, Planning & Zoning Commission and Staff*

## **Plan Amendment Process**

The Comprehensive Land Use Plan for the City of Ovilla is meant to serve a “living and breathing” document that is flexible enough to adapt to changing conditions. There are any number of external factors that may change; therefore, altering the relevancy of certain aspects of the Plan. To ensure that the Plan remains relevant and effective, it is expected that the periodic updates and amendments to the Plan be performed.

Amendments and revisions to the Comprehensive Land Use Plan can be either minor or major in nature. Minor amendments typically involve interim changes to certain sections of the Plan resulting from other specific plans or studies that may have been performed. Minor amendments should be performed at least biannually (i.e., once every two years). Major amendments include holistic changes resulting from adjustments in base conditions, such as demographic data and growth trends. Major amendments should be performed once every five years. Whether a major or minor amendment is initiated, it is critical to evaluate the cumulative impact that the change will have on the entire Plan.

### *Annual Progress Report*

An annual progress report should be prepared in order to ensure that any issues or potential modifications are detailed. As part of on-going maintenance of the Plan, this report will be utilized to initiate both major and minor future amendments. The Planning and Zoning Commission and/or a Comprehensive Land Use Plan Review Committee should be responsible for the preparation of this report and it shall be presented to the City Council.

### *Minor Amendment Process*

Minor amendments should be performed at least biannually (i.e., once every two years). When considering minor amendments, consideration should be made that the changes do not detrimentally impact the Planning Principles and Goals and Objectives set forth in this document. Amendments should further enhance the quality of life of the City’s residents as well as provide for more effective means of governance by City leader.

### *Major Amendment Process*

Major Amendments should be performed every five years in order to ensure the relevancy of the Plan. This process should begin with the preparation of an Evaluation and Appraisal Report (EAR) by City staff with input from other City departments and Committees. The EAR should include an assessment of the achievements made since the last

major amendment as well detail changes in assumptions, base conditions and trends. In addition, the EAR should also include conflicts that may have been identified between various Goals and Objectives and Planning Principles. Major amendments should be vetted with ample opportunity for public input by community leaders representing various facets and interests of the City.

### *Official Map Maintenance*

The Future Land Use Map and Zoning Map are the principal maps associated with the implementation of comprehensive planning efforts for Ovilla. The Future Land Use Map provides the desired general location of all land uses in Ovilla. The locations of land uses on this map are influenced by the Thoroughfare Plan, which facilitates access and traffic circulation throughout the planning area. The Thoroughfare Plan is described in the Thoroughfares chapter of this document. It is important to note that since the Future Land Use Map indicates land use in a general manner, it will not necessarily show specific information on specific properties. Nevertheless, as development occurs in Ovilla, the Future Land Use Map will provide guidance regarding land use principles and expected development trends.

An amendment of the Future Land Use Map, in particular, is a declaration that the amendment is appropriate and consistent with other portions and features of the Comprehensive Land Use Plan. A significant change in circumstances affecting the suitability of a specific parcel for the kind of development designated on the Future Land Use Map, which was not contemplated at the time of adoption, may justify a reconsideration of the land use classification. Future Land Use Map amendments are not intended to occur with the same frequency as rezoning actions, and their effect upon the entire Comprehensive Land Use Plan, including the practical consequences of the policy shift signified by the amendment, shall be fully set forth as part of the amending ordinance.

All property in the City of Ovilla is zoned in accordance with the Official Zoning Map. The Zoning Map represents the legal zoning classifications of all property within the City, and is enforceable as provided by state statute. Following adoption of the Comprehensive Land Use Plan, city staff should ensure that the Zoning Map and the Future Land Use Map are congruent.

The most efficient method of resolving differences between the maps is by the city initiating the re-zoning of property. As long as the appropriate procedures of due process are observed, city-initiated re-zoning may be used to bring property into compliance with the Comprehensive Land Use Plan. Criteria should be established to determine the appropriateness of re-zoning specific property, and a public information campaign may be necessary if a large number of properties are proposed for re-zoning. While the conflict between the zoning of properties and their future land use designation may also be resolved over an extended time period by applying the Future Land Use Map to future zoning requests as they are requested, this method of resolution may take years to accomplish.



# Ovilla City Council

## AGENDA ITEM REPORT

### Item 3

Meeting Date: January 11, 2021

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Amount: N/A

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

☐ Accountant ☐ Other: \_\_\_\_\_

#### Attachments:

1. Resolution R2021-02 Candidate nomination

#### Agenda Item / Topic:

**ITEM 3. DISCUSSION/ACTION** – Consideration of and action on Resolution R2021-02, of the City Council of the City of Ovilla, Texas for candidate nomination for the Ellis Appraisal District Board of Directors vacancy for the Year 2021.

#### Discussion / Justification:

**Background/History:** Mr. Pitts who served on the Ellis Appraisal District Board of Directors (BOD) since 2006, submitted his resignation from the Board.

TX Property Code Section 6.03(l) states that each taxing unit that is permitted to vote may nominate by an adopted and approved resolution of its governing body, a candidate. Staff is bringing this item to allow Council the option to make a nomination. (This is not a vote on a candidate)

#### TIMELINE:

- Candidate nominations must be submitted by resolution no later than Monday, January 18 to include a resume.
- The BOD will act on Thursday, January 21 at 4pm to fill the vacancy from the list of nominees.

#### ELIGIBILITY: Property Tax Code Sec 6.03(a) and 6.035

- To be eligible to serve on the board of directors, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office.
- An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit.
- An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.
- An individual is ineligible to serve if the individual:
  - is related within the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to an individual who is engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property owners for compensation in proceedings under this title in the appraisal district;
  - or owns property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless:

- (A) the delinquent taxes and any penalties and interest are being paid under an installment payment agreement under Section 33.02; or
- (B) a suit to collect the delinquent taxes is deferred or abated under Section 33.06 or 33.065.

- An individual is ineligible to serve on an appraisal district board of directors if the individual has engaged in the business of appraising property for compensation for use in proceedings under this title (for use in an ARB hearing or a tax agent) or of representing property owners for compensation in proceedings under this title in the appraisal district at any time during the preceding five years.

Financial Impact: N/A

**Recommendation / Staff Comments:**

Options/Recommendation: N/A

**Sample Motion(s):**

I move to approve Resolution R2021-02 for the candidate nomination of \_\_\_\_\_ to the Ellis Appraisal District Board of Directors vacancy for the Year 2021.

TAXING UNIT: CITY OF OVILLA

Resolution No. R2021-02

RESOLUTION OF **CANDIDATE NOMINATION** FOR THE ELLIS APPRAISAL  
DISTRICT BOARD OF DIRECTORS **VACANCY** FOR THE YEAR 2021

WHEREAS, Section 6.03 (l) of the Texas Property Tax Code, requires that each taxing unit entitled to vote may nominate by Resolution one candidate to fill the vacancy and submit those nominations to the Chief Appraiser of the Ellis Appraisal District by Monday, January 18<sup>th</sup>, 2021.

THEREFORE, the City Of Ovilla submits the  
following nomination for the vacancy on the Board of Directors of the Ellis  
Appraisal District for 2021:

ACTION TAKEN this 14th day of January 2021, in Open Session of the governing body of the above mentioned taxing unit; as authorized under Section 6.03 of the Texas Property Tax Code, for the purpose of nominating candidates to the Board of Directors of the Ellis Appraisal District.

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Mayor Richard Dormier

ATTEST:

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G Miller, City Secretary



# Ovilla City Council

## AGENDA ITEM REPORT

### Item 4

Meeting Date: January 11, 2021

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: G Miller, CS

Amount: N/A

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

☐ Accountant ☐ Other: \_\_\_\_\_

#### Attachments:

Ordinance 2021-01 and Order of Election English and Spanish

#### Discussion / Justification:

**ITEM 4. DISCUSSION/ACTION** – Consideration of and Action on Ordinance 2021-01 of the City Council of the City of Ovilla, Texas, authorizing a general election to be held on May 01, 2021 for the purpose of electing Mayor and two council members (Places 2 and 4) for expired terms by the qualified voters of Ovilla; establishing procedures for the election; providing for other matters incident and related to the election; providing for publication; providing a severability clause; and providing an effective date.

**DISCUSIÓN/ACCIÓN** – Consideración de una Acción a partir de la Ordenanza 2021-01 UNA ELECCIÓN GENERAL A LLEVARSE A CABO EL 1 DE MAYO DE 2021 CON EL OBJETIVO DE ELEGIR AL ALCALDE Y DOS MIEMBROS DEL CONCEJO (PLAZAS 2 Y 4) POR PLAZOS EXPIRADOS POR LOS VOTANTES CALIFICADOS DE OVILLA; ESTABLECIENDO PROCEDIMIENTOS PARA LA ELECCIÓN; PROPORCIONANDO OTROS ASUNTOS INCIDENTALES Y RELACIONADOS CON LA ELECCIÓN; PROPORCIONANDO PARA PUBLICACIÓN; PROPORCIONANDO UNA CLÁUSULA DE SEPARABILIDAD; Y PROPORCIONANDO UNA FECHA DE ENTRADA EN VIGENCIA.

#### Recommendation / Staff Comments:

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

May 01, 2021 is uniform Election Day. The prepared ordinance calls the election and outlines procedures consistent with the TX Election Code; designating the polling place for early voting and Election Day, the method of voting, appointment of the early voting clerk and other matters incident and related to the election.

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

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

Early voting will be conducted:

Monday, April 19, 2021 to Friday, April 23, 2021	8:00 am to 5:00 pm
Saturday, April 24, 2021	8:00 am to 4:00 pm
Monday, April 26, 2020 to Tuesday, April 27, 2020	7:00 am to 7:00 pm

<b>Sample Motion(s):</b>
I move that Council approve Ordinance 2021-01 of the City Council of the City of Ovilla, Texas, authorizing a general election to be held on May 01, 2021 for the purpose of electing Mayor and two council members (Places 2 and 4) for expired terms by the qualified voters of Ovilla as presented.

## ORDINANCE 2021-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, AUTHORIZING A GENERAL ELECTION TO BE HELD ON MAY 01, 2021 FOR THE PURPOSE OF ELECTING MAYOR AND TWO COUNCIL MEMBERS, (PLACES 2 & 4) FOR EXPIRED TERMS BY THE QUALIFIED VOTERS OF OVILLA; ESTABLISHING PROCEDURES FOR THE ELECTION; PROVIDING FOR OTHER MATTERS INCIDENT AND RELATED TO THE ELECTION; PROVIDING FOR PUBLICATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

**WHEREAS**, May 01, 2021 is a uniform election date; and

**WHEREAS**, the City Council calls to Order the General Election of May 01, 2021 to elect Mayor, Place Two and Place Four of the City Council as required by the Texas Election Code:

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

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

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

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

Mayor and City Council Places 2 and 4, to serve a 2-year term each, until May 2023 or until their successors are duly elected and qualified. Such election shall take place on the 1st day of May 2021, between the hours of 7:00 a.m. and 7:00 p.m.

**SECTION 2. Candidates for General Election.** Qualified persons may file as candidates for the General Election by filing an application with the City Secretary at City Hall, 105 S. Cockrell Hill Road, Ovilla, TX 75154, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, beginning January 13, 2021 through February 12, 2021. The City Secretary's office will remain open on February 12, 2021 until 5:00 p.m. as required by the TX Election Code. All applications for candidacy shall be on a form as prescribed by the Texas Election Code.

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

## ORDINANCE 2021-01

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

**SECTION 5. Contract for Election Services.** Chapter 31 of the Texas Elections Code authorizes county election officers to contract with the governing body of a political subdivision to perform certain election services. Pursuant to such authority, the election shall be conducted in accordance with the *May 1, 2021 Joint Election Contract for Election Services* between the Elections Administrator of Ellis County and the City of Ovilla, Texas, which shall be approved by separate action of the City Council.

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

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

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

Monday, April 19, 2019 through Friday, April 23, 2021 8:00 a.m. to 5:00 p.m.

Saturday, April 24, 2021 8:00 a.m. to 4:00 p.m.

Monday, April 26, 2019 through Tuesday, April 27, 2019 7:00 a.m. to 7:00 p.m.

The Early Voting Locations will be:

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

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

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

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

ORDINANCE 2021-01

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

PASSED, APPROVED and ADOPTED this 11<sup>TH</sup> day of January 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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



# ORDER OF ELECTION FOR THE CITY OF OVILLA

An election is hereby ordered to be held on MAY 1, 2021 for the purpose of:

**Mayor**  
**City Council, Place 2**  
**City Council, Place 4**

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

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

*Between the hours of 8:00 a.m. and 5:00 p.m. beginning on Monday, April 19, 2021*

*And ending on Friday, April 23, 2021.*

Additional early voting hours will be held as follows:

**Monday, April 26, 2021 and Tuesday, April 27, 2021**  
**7:00 AM until 7:00 PM and Saturday April 24, 2021 8:00 a.m. to 4:00 p.m.**  
at the same location.

Applications for ballot by mail shall be mailed to:

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

Applications (including Federal postcards) for ballots by mail must be received no later than the close of business on **Tuesday, April 20, 2021.**

**Issued this the 11<sup>th</sup> day of January 2021.**

\_\_\_\_\_  
Signature of Mayor Dormier

\_\_\_\_\_  
Signature of Mayor Pro-Tem PL 3 Griffin

\_\_\_\_\_  
Signature of Councilperson PL 1 Huber

\_\_\_\_\_  
Signature of Councilperson PL 2 Oberg

\_\_\_\_\_  
Signature of Councilperson PL 4 Hunt

\_\_\_\_\_  
Signature of Councilperson PL 5 Myers

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

## ORDENANZA 2021-01

UNA ORDENANZA DEL CONCEJO MUNICIPAL DE LA CIUDAD DE OVILLA, TEXAS, AUTORIZANDO UNA ELECCIÓN GENERAL A LLEVARSE A CABO EL 1 DE MAYO DE 2021 CON EL OBJETIVO DE ELEGIR AL ALCALDE Y DOS MIEMBROS DEL CONCEJO (PLAZAS 2 Y 4) POR PLAZOS EXPIRADOS POR LOS VOTANTES CALIFICADOS DE OVILLA; ESTABLECIENDO PROCEDIMIENTOS PARA LA ELECCIÓN; PROPORCIONANDO OTROS ASUNTOS INCIDENTALES Y RELACIONADOS CON LA ELECCIÓN; PROPORCIONANDO PARA PUBLICACIÓN; PROPORCIONANDO UNA CLÁUSULA DE SEPARABILIDAD; Y PROPORCIONANDO UNA FECHA DE ENTRADA EN VIGENCIA.

**CONSIDERANDO QUE**, según esta Ordenanza, el Concejo Municipal de Ovilla tiene la intención de convocar a la elección general de acuerdo con la ley estatal, declarar que el Código Electoral de Texas es aplicable para dicha elección, y esta Ordenanza establece procedimientos coherentes con el Código, y designa el día de la elección y el lugar principal de votación anticipada para la elección general; y

**CONSIDERANDO QUE**, el 1 de mayo de 2021 es una fecha de elección determinada; y

**CONSIDERANDO QUE**, el Concejo Municipal convoca a la elección general del 1 de mayo de 2021 para elegir al alcalde, plaza dos y plaza cuatro del Concejo Municipal, según lo requiere el Código Electoral de Texas:

**CONSIDERANDO QUE**, la convocatoria a elección debe estar escrita en inglés y español según lo exige el Código Electoral de Texas:

**CONSIDERANDO QUE**, la municipalidad tiene autoridad, de conformidad con el Capítulo 31 del Código de Elecciones de Texas, para celebrar un acuerdo de servicios electorales con el Oficial de Elecciones del Condado de Ellis para proporcionar servicios electorales a la municipalidad y sus ciudadanos; y

**POR LO TANTO, POR ORDEN DEL CONCEJO MUNICIPAL DE LA CIUDAD DE OVILLA, TEXAS;**

**SECCIÓN 1. Elección general convocada.** Que se convoca por este medio a una elección general para elegir lo siguiente:

Alcalde y plazas 2 y 4 del Concejo Municipal, para cumplir un mandato de 2 años cada uno, hasta mayo de 2023 o hasta que sus sucesores sean debidamente elegidos y calificados. Dicha elección tendrá lugar el 1 de mayo de 2021, entre las 7:00 a.m. y 7:00 p.m.

**SECCIÓN 2. Candidatos para Elección General.** Personas calificadas pueden postularse como candidatos para la elección general presentando una solicitud ante el Secretario Municipal en el Ayuntamiento, 105 S. Cockrell Hill Road, Ovilla, TX 75154, entre las 8:00 a.m. y 4:30 p.m., de lunes a viernes, desde el 13 de enero de 2021 hasta el 12 de febrero de 2021. La oficina del Secretario Municipal permanecerá abierta el 12 de febrero de 2021 hasta las 5:00 p.m. según lo requerido por el Código Electoral de Texas. Todas las solicitudes de candidatura deben estar en un formulario según lo prescrito por el Código Electoral de Texas.

## ORDENANZA 2021-01

**SECCIÓN 3. Papeletas electorales.** Las papeletas electorales oficiales se prepararán de acuerdo con el Código Electoral de Texas para permitir que los electores voten a favor o en contra de cada posición.

**SECCIÓN 4. Lugares de votación.** La votación se llevará a cabo el día de las elecciones entre las 7:00 a.m. y 7:00 p.m. en la Oficina de Elecciones (Ubicación Principal), 204 E. Jefferson Street, Waxahachie, TX 75165.

**SECCIÓN 5. Contrato de Servicios Electorales.** El Capítulo 31 del Código de Elecciones de Texas autoriza a los funcionarios electorales del condado para contratar con el cuerpo directivo de una subdivisión política para realizar ciertos servicios electorales. De conformidad con dicha autoridad, la elección se llevará a cabo de conformidad con el *Contrato de Elección Conjunta del 1 de mayo de 2021 para Servicios Electorales* entre el Administrador de Elecciones del Condado de Ellis y la Ciudad de Ovilla, Texas, que se aprobará por acción separada del Concejo Municipal.

**SECCIÓN 6. Ley aplicable y votantes calificados.** La elección se llevará a cabo de conformidad con la Constitución del Estado de Texas y el Código, y todos los votantes calificados residentes de la ciudad serán elegibles para votar en la elección.

**SECCIÓN 7. Publicación y divulgación del aviso de elección.** El aviso de la elección se dará según lo requerido por el Capítulo 4 del Código.

**SECCIÓN 8. Votación anticipada.** El Concejo Municipal nombra a Jana Onyon, Administradora de Elecciones del Condado de Ellis, como la encargada de la votación anticipada. Las fechas y horas de votación anticipada por comparecencia personal son las siguientes:

Lunes 19 de abril de 2021 a viernes 23 de abril de 2021	8:00 a.m. a 5:00 p.m.
Sábado 24 de abril de 2021	8:00 a.m. a 4:00 p.m.
Lunes 26 de abril de 2021 a martes 27 de abril de 2021	7:00 a.m. a 7:00 p.m.

Los lugares de votación anticipada serán:

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

**SECCIÓN 9. Publicación y divulgación del aviso de elección.** El aviso de la elección se dará mediante la publicación de una copia fiel de esta Ordenanza que convoca a una elección en traducciones al inglés y español en el gobierno municipal en el tablero de anuncios oficial utilizado para publicar avisos de reuniones del Concejo Municipal. También se publicará una copia del texto de esta Ordenanza en inglés y en español en el periódico oficial de la Ciudad de circulación general publicado en la Ciudad.

**SECCIÓN 10. Cláusula de separabilidad.** Por la presente se declara que es intención del Concejo Municipal que las frases, cláusulas, oraciones, párrafos y secciones de esta ordenanza sean divisibles, y si alguna frase, cláusula, oración, párrafo o sección de esta ordenanza se declara inconstitucional por sentencia o decreto válido de cualquier tribunal de jurisdicción competente, tal

## ORDENANZA 2021-01

inconstitucionalidad no afectará ninguna de las frases, cláusulas, oraciones, párrafos y secciones restantes de esta ordenanza, ya que la misma habría sido promulgada por el Concejo Municipal sin la incorporación en esta ordenanza de cualquier frase, cláusula, oración, párrafo o sección inconstitucional.

**SECCIÓN 11. Fecha de entrada en vigencia.** Esta ordenanza estará en plena vigencia y efecto después de su aprobación, y así se ordena.

La *Convocatoria de Elección* se publicará para leer como se muestra en el Anexo "A" adjunto:

**PASADA, APROBADA y ADOPTADA este 11 de enero de 2021.**

---

Richard Dormier, Alcalde

DOY FE:

---

G Miller, Secretaria Municipal

APROBADO EN CUANTO A LA FORMA:

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Ron G. MacFarlane, Jr., Abogado Municipal

# ORDEN DE ELECCIÓN PARA LA CIUDAD DE OVILLA



Por la presente se ordena que se llevará a cabo una elección el 1 DE MAYO DE 2021 con la finalidad de elegir a:

Firma del alcalde  
Miembro del Consejo, Posición 2  
Miembro del Consejo, Posición 4

Las votaciones anticipadas en persona se llevarán a cabo de lunes a viernes en  
105 S. Cockrell Hill Road, Ovilla, TX 75154

Entre las 8:00 a.m. y 5:00 p.m. comenzando el lunes, 19 de abril de 2021  
y finalizando el viernes, 23 de abril 2021.

Horas de votación anticipada adicionales:

Lunes, 26 de abril 2021 y martes, 27 de abril 2021  
de 7:00am a 7:00 pm

y sábado 24 de abril de 2021 de 8:00 a.m. a 4:00 p.m.  
en el mismo lugar.

Las solicitudes para obtener boletas deberán enviarse por correo a:

Jana Onyon, Secretaria de votación anticipada  
204 E. Jefferson Street  
Waxahachie, Texas 75165

Las solicitudes para obtener boletas deberán recibirse a más tardar al final del día hábil el

Emitida a los 11 días del mes de enero de 2021.

Firma del alcalde Dormier

Firma del alcalde Pro-Tem PL 3 Griffin

Firma del concejal PL 1 Huber

Firma del concejal PL 2 Oberg

Firma del concejal PL 4 Hunt

Firma del concejal PL 5 Myers

*Instrucciones: Se debe entregar una copia de la presente orden de elección al Secretario del Condado/Administrador de Elecciones y al Registrador de Votantes 60 días antes de la jornada electoral. AWI-2 --Estipulado por el Secretario de Estado Secciones 3.004, 3.006, 4.008, 85.004, 85.007 del Código Electoral de Texas*

**ORD.2021.01. Anexo A**



# Ovilla City Council

## AGENDA ITEM REPORT

### Item 5

Meeting Date: January 11, 2021

Department: Water

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Amount: AVR fee, unknown at this time.

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

☒ Accountant ☒ Other: Utility Billing

#### Attachments:

1. Ordinance 2021-02

#### Agenda Item / Topic:

**ITEM 5. DISCUSSION/ACTION** – Consideration of and action on Ordinance 2021-02 of the City of Ovilla, Texas, repealing and replacing Chapter 13, Article 13.03 (water and wastewater), Division 2 (water service), Section 13.03.043 (billing date, delinquent date and disconnect date) of the Code of Ordinances of the City of Ovilla; providing new regulations pertaining to water utility billing; providing a billing due date, delinquency date and providing for discontinuance and disconnection of service; amending appendix a (fee schedule), article 7, section a7.003(c) (other charges) of the Code of Ordinances, providing a payment extension plan fee; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

#### Discussion / Justification:

**Background:** City staff revealed to Council at the December Regular Meeting that Chapter 13, Section 13 of the Ovilla Code of Ordinances (water late fees assessment and disconnects) needed revision. Council directed staff to return with an ordinance based on discussion from the meeting.

Included in this ordinance the City offers a basic installment plan (\$25 or \$50) for delinquent customers, charging a flat fee. Late assessment fee is modified to 5%. This ordinance provides more clarity for penalty assessment and service discontinuation of services if necessary. We hope to receive better responses and more financial responsibility with our customers.

Staff will begin the monthly late notice and service disconnections upon Council direction.

#### Financial Impact

1. The City AVR Utility software does allow adding a field for a new rate code for installment plans. Activating this field will result in a cost.

#### Recommendation / Staff Comments:

**Options/Recommendation:** Staff recommends approval or Ordinance 2021-02.

#### Sample Motion(s):

I move to approve/deny Ordinance 2021-02 of the City of Ovilla, Texas, repealing and replacing Chapter 13, Article 13.03 (water and wastewater), Division 2 (water service), Section 13.03.043 (billing date, delinquent date and disconnect date) of the code of ordinances of the City of Ovilla; providing new regulations pertaining to water utility billing; providing a billing due date, delinquency date and providing for discontinuance and disconnection of service as provided.

## ORDINANCE NO. 2021-02

AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, REPEALING AND REPLACING CHAPTER 13, ARTICLE 13.03 (WATER AND WASTEWATER), DIVISION 2 (WATER SERVICE), SECTION 13.03.043 (BILLING DATE, DELINQUENT DATE AND DISCONNECT DATE) OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA; PROVIDING NEW REGULATIONS PERTAINING TO WATER UTILITY BILLING; PROVIDING A BILLING DUE DATE, DELINQUENCY DATE AND PROVIDING FOR DISCONTINUANCE AND DISCONNECTION OF SERVICE; AMENDING APPENDIX A (FEE SCHEDULE), ARTICLE 7, SECTION A7.003(C) (OTHER CHARGES) OF THE CODE OF ORDINANCES, PROVIDING A PAYMENT EXTENSION PLAN FEE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERANCE CLAUSE; PROVIDING FOR INCORPORATION INTO THE OVILLA CODE OF ORDINANCES; PROVIDING FOR IMMEDIATE EFFECT; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City of Ovilla (the "City") provides water and wastewater utility services for the residents of the City; and

WHEREAS, the City's staff periodically reviews the City's ordinances and recommends revisions thereto based on current needs, outdated provisions, changes in the law, advances in technology, changes in costs and necessary fees, and for the protection of citizens of the City; and

WHEREAS, City staff has reviewed the current water utility billing ordinance and has recommended substantial revisions to same; and

WHEREAS, due to the number of recommended revisions, the City's attorney has recommended a complete repeal and replacement of section 13.03.043 of the City's Code of Ordinances; and

WHEREAS, the City Council finds and determines that the recommended repeal and replacement of section 13.03.043 relating to water utility billing, delinquencies, discontinuance and disconnection as set forth herein are in the best interest of the citizens of the City.

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

### **SECTION 1. REPEAL AND REPLACEMENT OF CHAPTER 13, ARTICLE 13.03, DIVISION 2, SECTION 13.03.043 OF THE OVILLA CODE OF ORDINANCES**

Chapter 13, Article 13.03, Division 2, Section 13.03.043 of the Ovilla Code of Ordinances is hereby repealed in its entirety and is replaced with the following provisions:

#### **Sec. 13.03.043 Bill payment due dates, delinquencies and disconnections.**

(a) Due Date and Delinquency Fee. Charges for services furnished become delinquent if payment is not received by the city at 105 S. Cockrell Hill Road, Ovilla, Texas 75154 on or before the due date, which is fifteen (15) days after the bill is rendered, or the next business day if the due date falls on a Saturday, Sunday, or holiday when the city is not open for business. After the due date, the customer must pay a delinquent charge of five percent (5%) of the unpaid balance, which includes water charges, sewer service, sanitation, sales tax and other related fees included on the monthly bill. The monthly bill will include

## ORDINANCE NO. 2021-02

- (1) the service date and the due date;
  - (2) the amount due for services rendered (including all previous delinquent charges, if any, still due and owing), if the bill is paid by the due date; and
  - (3) the delinquent charge due if the customer fails to pay the bill by the due date.
- (b) Authority to waive delinquent charges. The charges for delinquent payment may be waived if the customer can show good cause for the delinquency. The decision to waive the delinquent fees rests solely with the city manager or the city manager's designee.
- (c) Payment Extension Plan. Upon request, and upon a showing of good cause and necessity, the city manager or designee may authorize a payment extension plan subject to the following provisions:
- (1) the customer must pay any outstanding delinquent charges and a payment extension plan fee as set forth in the Fee Schedule in Appendix A, Section A7.003(c)(4);
  - (2) payment extension plans will be for no more than 90-days;
  - (3) no more than one (1) payment extension plan is authorized per calendar year;
  - (4) customer must pay in full the past due balance on or before the 90-day payment extension due date;
  - (5) the customer must keep current on all other utility bills owed to the city; and
  - (6) any customer who fails to comply with the provisions of the payment extension plan will be subject to immediate disconnection.
- (d) Bill not received. Failure to receive a bill from the department does not relieve a customer or other person liable for charges under this section from liability for payment for service.
- (e) Authority to discontinue service. The city manager or the city manager's designee may refuse application for service, discontinue, disconnect, or refuse to restore, service to:
- (1) a customer who fails to pay any charges due under this article within seven (7) days after the sending of notice of discontinuance;
  - (2) a customer who violates any provision of this Article 13.03 or the plumbing code set for in Article 3.02, Division 4, of this code of ordinances;
  - (3) a person making application for service to property at an address, if the person has delinquent charges outstanding at another address;
  - (4) a customer who fails to pay the required security deposit or who pays said deposit with a check which is returned for insufficient funds; or
  - (5) a customer at any premises if the city manager determines that a substantial waste of water or a health hazard is occurring as a result of leaking, damaged, open or disconnected private laterals, pipes or drains on the premises.
- (f) Disconnection, cutting and plugging connections. The authority of the city manager, or the city manager's designee, to discontinue service includes the right to disconnect, cut and plug water or wastewater connections to private property. The costs of cutting and plugging connections will be charged to the customer in addition to the delinquent charges due.
- (g) Restoration of service. Discontinued service will not be restored until the customer, owner or some other person either pays all charges due (including the charges to restore service or connections), makes arrangements for payment satisfactory to the city manager, or the city manager's designee, or, where applicable, ceases violation of the particular code provision in question. The

## ORDINANCE NO. 2021-02

decision to restore service while delinquent charges or code violations still exist rests solely with the city manager or the city manager's designee.

(h) Notice of discontinuance/disconnection. The city manager must notify a customer in the following manner before discontinuing service under subsection (e):

- (1) The city manager or designee must send the customer at least seven (7) days' advance written notice of pending discontinuance.
- (2) The notice must provide a statement of reasons for cutoff and a statement of delinquent charges due, where applicable. The notice must also provide a time, place and means by which the customer may cure the delinquency or violation or dispute the validity of the reasons for discontinuance.
- (3) The notice may be served either in person, by mail, or by posting notice to the front entry way to the premises in question.

(i) Exceptions to notice requirement. Subsection (f) does not apply to discontinuance of service resulting from a violation of this article if the city manager determines that immediate discontinuance is necessary to prevent an imminent threat or occurrence of:

- (1) harm to the health or safety of persons;
- (2) damage to city or private property; or
- (3) contamination of the city water, sewer or other systems.

(j) Customer's request to discontinue. Upon a customer's written request, the department may discontinue service to the customer. Upon receipt of the request, the department may remove the water meter and service connections. However, the customer is liable for all charges incurred prior to removal of the meter. Where service is furnished through more than one (1) meter, the customer may request discontinuance of one (1) or more meters and thereafter be billed on the basis of the remaining meter or meters.

(k) Cumulative remedies. Enforcement of this section does not waive any additional civil, criminal remedies available to the city under state law.

### **SECTION 2. AMENDMENT OF APPENDIX A (FEE SCHEDULE), ARTICLE A7, SECTION A7.003(C) OF THE OVILLA CODE OF ORDINANCES**

Appendix A, Article A7, Section A7.003(c) of the Ovilla Code of Ordinances is hereby amended by the addition of subsection (4) to read as follows

(c) Other Charges.

\* \* \*

(d) Payment Extension Plan Fee: \$\_\_\_\_\_

### **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.

### **SECTION 4. SEVERANCE CLAUSE**

## ORDINANCE NO. 2021-02

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. INCORPORATION INTO THE CODE OF ORDINANCES

The provisions of this ordinance shall be included and incorporated in the City of Ovilla's Code of Ordinances and shall be appropriately renumbered if necessary to conform to the uniform numbering system of the Code.

### SECTION 6. 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 7. 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 \_\_\_\_\_, 2021.

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

ATTEST:

\_\_\_\_\_  
Pamela Woodall, City Secretary

APPROVED AS TO FORM:

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



## AGENDA ITEM REPORT

### Item 6

Meeting Date: January 11, 2021

Department: Administration/Public Works

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☒ NO ☐ N/A

Submitted By: Staff

Amount: N/A

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

☐ Accountant

☒ Other: PW Director, Construction Inspector

#### Attachments:

1. Notice and sample RFQ

#### Agenda Item / Topic:

**ITEM 6. DISCUSSION/ACTION** – Consideration of and action on whether to direct staff to prepare a Request for Qualifications (RFQ) for city engineering services and to solicit responses for council consideration.

#### Discussion / Justification:

**Background:**

This item is brought to Council at the request of Mayor Pro Tem Griffin and Place 4 Hunt.

**Findings/Current Activity:** Our current engineering firm Eikon, Inc. is located in Sanger which is a minimum 1.5-hour drive to Ovilla.

Staff is sharing a draft with notice for an RFQ (not reviewed by legal counsel) if Council decides to move forward.

**Financial Impact:** N/A

#### Recommendation / Staff Comments:

**Options/Recommendation:** Opinions from our Public Works Director and Construction Inspector agree to review soliciting for another firm.

#### Sample Motion(s):

I move to direct staff to prepare a Request for Qualifications (RFQ) for city engineering services and to solicit responses for council consideration.

**REQUEST FOR QUALIFICATIONS  
ENGINEERING PROFESSIONAL SERVICES**

**RFQ #21-01-ENGSRV**

**DATE**

The City of Ovilla, Texas ("Ovilla" or the "City") is requesting Qualification Statements from firms who can adequately demonstrate that they have the resources, experience and qualifications to provide the City with quality Engineering Services on an "As Needed" or "Task Ordered" basis serving as the "City Engineer". The Scope of Services and Service Description for which interested firms may submit their qualifications are set forth herein below.

If your firm would be interested in submitting qualifications for the Scope of Services described in the Request for Qualifications, please submit eight (8) complete sets **prior to time...date...** Qualification Statements should be sent to:

Glennell Miller  
City Secretary  
City of Ovilla  
105 South Cockrell Hill Road  
Ovilla, Texas 75154

**MARK ENVELOPE: "RFQ #21-01-ENGSRV—ENGINEERING PROFESSIONAL SERVICES"**

Late statements will not be accepted. Each firm is responsible for insuring responses to this RFQ have been delivered by the date, time and location specified.

QUESTIONS REGARDING QUALIFICATION SPECIFICATIONS: All questions regarding this bid should be submitted in writing to the City Manager. Questions and answers will be distributed to all known RFQ specification holders. Please direct all questions regarding this request for qualifications to:

Pam Woodall  
City Manager  
City of Ovilla  
105 South Cockrell Hill Road  
Ovilla, Texas 75154  
Telephone: 972.617.7262  
E-mail: [pwoodall@cityofovilla.org](mailto:pwoodall@cityofovilla.org)

Questions regarding this request for qualification must be received by the City **no later than time...date...**  
**Questions will not be accepted after this time.**

## INSTRUCTIONS AND TERMS OF PROPOSED ENGAGEMENT

**GENERAL INSTRUCTIONS:** Firms submitting a statement of qualifications should carefully examine all terms, conditions, specifications and related documents. Should discrepancies in or omissions from the specifications or related documents exist, or should there be doubt as to their meaning, the Buyer should be notified immediately for clarification prior to submitting the qualification statements. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

**FUNDING:** Funds for payment for Engineering Professional Services have been provided through the City of Ovilla budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Ovilla fiscal year shall be subject to budget approval.

**LATE QUALIFICATION STATEMENTS:** Qualification statements received in the City after the submission deadline will be considered void and unacceptable. The City of Ovilla is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the City Secretary's Office shall be the official time of receipt.

**ALTERING QUALIFICATION STATEMENTS:** Qualification statements cannot be altered or amended after the submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the submitter, guaranteeing authenticity.

**WITHDRAWAL OF QUALIFICATIONS:** Any submittal may be withdrawn prior to the scheduling time for opening. Notice to withdraw the qualification statement must be in writing and submitted to the City prior to the scheduled time for opening proposals. Any submission withdrawal notice, which is received after the deadline for receiving proposals, shall not be considered.

**REVIEW COMMITTEE:** Qualification statements received in response to this RFQ will be reviewed and evaluated by a Review Committee comprised of the City Manager, Director of Public Works, one (1) or more members of the City Council and/or City Staff.

**REFERENCES:** The City of Ovilla requests contractor to supply, with this RFQ, a list of three (3) references where their firm has supplied like products or services. Include name of city, address, telephone number and contact name.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

**DOCUMENTATION:** Vendor shall provide with their response, all documentation required by this RFQ. Failure to provide this information may result in rejection of submittal.

**INDEMNIFICATION:** The vendor shall indemnify, defend, and hold the City, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising

from or caused by any act or omission of contractor, its officers, employees, agents, or subcontractors, in performing its obligations under this contract.

INSURANCE: Consultant shall, at its own expense, procure, pay for and maintain during the term of this Agreement the insurance requirements listed below.

*All insurance policies proposed or obtained in satisfaction of this Contract shall comply with the following specifications, and shall be maintained in compliance with these specifications throughout the duration of the Contract, or longer, if so noted:*

#### General Liability Insurance:

General Liability insurance with combined single limits of not less than \$1,000,000.00 shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form, (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury (\$500,000) and Property Damage Liability (\$500,000) for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse, or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this Contract, personal injury liability and broad form property damage liability.

#### Automobile Liability Insurance:

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than \$1,000,000 either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury (\$500,000) and property damage liability (\$500,000) arising out of the operation, maintenance, and use of all automobiles and mobile equipment used in conjunction with this contract. Coverage shall include all owned/leased vehicles, non-owned vehicles, and hired vehicles.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- Code 1 - any auto, or
- All owned hired and non-owned autos.

#### Workers' Compensation Insurance

Contractor shall purchase and maintain Workers' Compensation insurance, which in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least \$500,000 for each accident, \$500,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees, and volunteers for any work performed for the City by the Named Insured.

## Professional Liability Insurance

Professional liability insurance with limits not less than \$1,000,000.00 per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Contract.

## Errors and omissions

Errors and omissions - The Contractor shall provide and maintain such coverage within the Professional Liability Policy for the protection from claims arising out of performance of professional services in the minimum amount of \$1,000,000 for each occurrence.

TERM OF CONTRACT: Contract shall be for one (1) year with the option to renew the contract for four (4) consecutive one (1) year periods.

TERMINATION OF CONTRACT: The City of Ovilla reserves the right to terminate the contract with or without cause at any time by giving a written 60-day notice.

NOTICE: Any notice provided by this proposal or required by law to be given to the successful vendor by the City of Ovilla shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Ovilla, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful vendor at the address so provided; provided, further, that this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect City of Ovilla from claims involving infringements of patents and/or copyrights.

LAW GOVERNING AND VENUE: This contract shall be governed by the law of the State of Texas and no lawsuit shall be prosecuted on this contract except in a court of competent jurisdiction located in Denton County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Ovilla.

## SELECTION PROCESS AND METHODOLOGY

Except for the submission of written questions or in response to requests or inquiries from the City, firms shall refrain from contacting members of the Review Committee, City Council, consultants, or other staff with respect to this RFQ or the selection process.

By submitting a response to this RFQ, each firm unequivocally acknowledges that he/she has read and fully understands this RFQ and has asked questions and received satisfactory answers from the City regarding any provisions of this RFQ with regard to which clarification was desired.

The Request for Qualifications will be evaluated using a point system (100) on the following categories. The highest scoring firms will be short listed and asked to interview and present to the Review Committee.

- A. Firm -Responsiveness to the Request for Qualifications (35)
  - 1. Background of the firms (10)
  - 2. References and government project examples (10)
  - 3. Availability and dedication to City of Ovilla projects (5)

4. Clarity and brevity of the response and requested information included and thoroughness of response to the requirements (10)

**B. Service Description and Scope of Services (65)**

1. Qualifications of key personnel adequate for Service Description and Scope of Services (15)
2. Verifiable relevant municipal experience for Service Description and Scope of Services (20)
3. Understanding of the Service Description and Scope of Services (10)
4. Creativity and thoroughness of proposed approach and/or methodology to providing Service Description and Scope of Services (20)

It is understood that the City reserves the right to accept or reject any and/or all responses to this RFQ as it shall deem to be in the best interest of the City.

All responses submitted become the property of the City of Ovilla and are subject to the Public Information Act (Texas Government Code Chapter 552). All documentation shall be open for public inspection, except for trade secrets and confidential information so identified by firm as such. All confidential information should be specifically and conspicuously marked as such in red. The City of Ovilla will follow all requirements and procedures in the Public Information Act when responding to requests for disclosure of documents.

### **MINIMUM QUALIFICATIONS**

The selected consultant shall possess the following:

- 1) Professional Engineer licensed in the State of Texas with verifiable municipal experience in the area of municipal consulting.
- 2) Recent (past five years) experience with development review support.
- 3) Recent (past ten years) experience with municipalities of similar size and complexity.
- 4) Ability to facilitate discussion, report and document outcome of meetings.
- 5) Experience with permitting process for projects at the State and local level.

### **QUALIFICATION STATEMENTS**

Response to this RFQ is limited to 21 pages. Pages are to be 8 ½"x11" page limitations (single sided only) and format to simplify evaluation. Majority of sheets should be 8 ½"x11" in size, with allowable 11"x17" size sheets if needed (single-sided only) counting as one (1) page. Section dividers do not count in the page limitations. Minimum font type or font size on graphics and charts shall be 10 point; type size for text shall be 12 point. Each section shall be clearly identified and tabbed.

**A. Firm**

1. Executive Summary to include name, address, and telephone number of the firm submitting the proposal, background of the firm; type of entity and where it is organized; a summary of the firm's interest in this service; and the name of one or more individuals authorized to represent the consultant in its dealings on a contractual basis (2-page maximum).
2. References – names and telephone numbers of three (3) persons whom the City can call for references regarding the firm's past performance with similar scope of services. References shall not be from the same project. Local municipal references preferred (1-page maximum).
3. A narrative or other statement specifying how the firm meets the minimum qualifications listed above (3-page maximum).

4. Capabilities list – at least three but no more than six municipal projects completed by the firm within the last five years.
5. Names and qualifications of principals of the firm who will participate and their individual responsibilities. An organizational chart shall also be included and resumes of key personnel including a description of their periods of service with the firm (2 pages maximum – excluding resumes).
6. A summary statement identifying your understanding of the Service Description and Scope of Services desired and the manner in which coordination and the exchange of information will be assured between all parties (1-page maximum).
7. A narrative outline describing the approach and/or methodology to be taken by your firm to represent the interests of the City of Ovilla, including, without limitation, a statement describing the availability of key personnel of the firm to undertake “as needed” engineering services, and tasks assigned by City and time schedule to complete the tasks (five-page maximum).

#### B. Disclosure

1. Any respondent to this RFQ shall disclose all potential conflicts of interest or representation of any firm that could be involved in the proposed program.
2. The disclosure section of this RFQ must be addressed specifically in your response, even if no conflicts exist. Failure to submit disclosure statement may eliminate your firm from further consideration of the RFQ.

### **SERVICE DESCRIPTION**

To provide basic City engineer services on an “as needed” or “task order” basis as determined by the City to include but not limited to services typically rendered by an engineer to a municipality.

### **SCOPE OF SERVICES**

The following services and tasks are intended to provide a basis for qualifications submission and may be modified to the extent necessary by the consultant to meet the needs of the City. The submission shall include the tasks necessary to complete the Scope of Services. A final fee schedule and timetable will be negotiated upon selection of a firm and will be subject to the availability of funding. It is anticipated that there should be sufficient funds to accomplish the various services and tasks requested by the City. The City will not provide a retainer fee for services and does not anticipate a need for general consulting services as part of this request.

The work elements consist of the following:

#### A. AS NEEDED SERVICES

Engineering services to be provided are upon request by City staff with method of tracking the requestor and firm billable hours provided to each specific request.

1. Survey - Provide survey services, as a licensed surveyor or through a subcontracted licensed surveyor, to City for planning and ROW and easement acquisition and other surveying as requested by the City.
2. GIS and Mapping – Provide maps of various forms and media upon request to aid in planning and development.
3. Development Review Support - Support City staff and consulting City Planner on specific engineering questions related to but not limited to the zoning, platting and site plan process. Provide responses in a timely manner, within seven days of receipt, to be included as part of Council presentations of

City staff and/or City Planner. Be available for engineering related questions from staff and Council at City Council meetings but firm is not expected to present recommendations to full Council.

4. Review of Documentation - Review engineering related documents for conformance with City design criteria and accepted engineering practices. Provide responses in a timely manner, within seven days of receipt, to be included as part of Council presentations of City staff and/or City Planner. Be available for engineering related questions from staff and Council at City Council meetings but firm is not expected to present recommendations to full Council.
5. Observation of Construction Activities - On an as-needed basis be available to supplement City staff capabilities, specifically Public Works Director and Construction Manager, during the inspection process of developer constructed public infrastructure improvements and oversight, when needed, to verify that private site improvements meet City design criteria. Services may include on-site inspection and observation and/or review and comment on the methods and results of third party testing companies.
6. Consultation of General Engineering Issues - Consult with City staff on general engineering issues. Provide review assistance and respond to City staff questions relative to construction plans and building plans.

#### B. TASK ORDERED SERVICES

1. Project Design - Provide engineering design services for construction projects controlled by the City either acting solely or in partnership with other governmental agencies. The City reserves the right to solicit proposals from engineering firms for additional services or projects.
2. Project Development - Provide engineering services for special projects and studies including, but not limited to, thoroughfare plan, water and wastewater master plans, public works design manual, impact fee study, capital improvement program, road maintenance program, proportionality determination in accordance with the subdivision regulations of the City of Ovilla and updates of the preceding examples. The City reserves the right to solicit proposals from other engineering firms should the selected firm not be able to provide a specific need to the City.

### CONSULTANT SELECTION

Submittals will be evaluated by the Review Committee. During the evaluation process, the City of Ovilla may request additional information or clarifications or allow corrections of errors or omissions. At the discretion of the City Manager or City Council some, but not necessarily all, firms submitting qualifications may be asked to make oral presentations as part of the evaluation process.

The City of Ovilla reserves the right to retain all proposals submitted and to use any ideas in a submittal regardless of whether that submittal is selected. Submission indicates acceptance by the firm of the conditions contained in this request for qualifications, unless clearly and specifically noted in the submittal and confirmed in the contract between the City of Ovilla and the firm selected.

The proposals will be reviewed and ranked, from which a short list of consultants to be interviewed will be developed. The selection will be based on the criteria set forth hereinabove, giving consideration to: references; proposal submitted; experience with elevated tank design, pump station design, ground storage design, lift station design, water modeling, sewer modeling, paving and drainage projects; reputation of the proposer; quality of the proposer's goods or services; extent to which the proposer's goods or services meet the City's needs; experience with the City of Ovilla and/or other local municipalities of similar demography and characteristics; ability to complete project on schedule; and qualifications of the firm's individual(s) assigned to the project. After completion of any requested interviews, if any, the Review Committee will then

make its recommendations to the City Council which shall make the final selection of the most highly qualified firm to provide the services requested herein.

The City intends to select a Firm that demonstrates, in the City's opinion, that it is the most highly qualified firm to provide the Scope of Services described in this Request for Qualifications based upon its demonstrated competence and qualifications. With the most highly qualified firm, the City will negotiate a contract for the provision of those services at a fair and reasonable price. However, if a negotiated agreement cannot be reached, the City may terminate negotiations with the most highly qualified firm and open negotiations with the firm which demonstrates the next highest degree of qualification, and so on until a contract is achieved.

It is expected that final selection will be made in a regular City Council meeting during the third quarter (April-June) of fiscal year 2018.

The City of Ovilla will not bear any expense for the preparation or submittal of the qualifications. The City retains all rights to solicit and enter into agreements with engineering firms for additional services or projects deemed necessary by the City Council. Please comply with and submit the Conflict of Interest requirements; Background Questionnaire and Non-Collusion Statement, as appropriate.

**Schedule:**

- First Advertisement of RFQ	January xx, 2021
- Second Advertisement of RFQ	XXXXX
- RFQ Question Deadline – DUE by 1:00 p.m.	XXXXX
- RFQ Deadline – Submittals DUE by 1:00 p.m.	XXXXX
- Evaluation of Qualifications Complete	XXXXX
- Interviews if needed	XXXXX
- Recommendation to City Council to select Firm and authorizes contract negotiations	XXXXX
- Submit contract to Council for approval	TBD



# Ovilla City Council

## AGENDA ITEM REPORT

### Item 7

Meeting Date: January 11, 2021

Department: Administration/Public Works

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Amount: N/A

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

☐ Accountant

☒ Other: construction inspector

#### Attachments:

N/A

#### Agenda Item / Topic:

ITEM 7. DISCUSSION/ACTION – Consideration of and action on a Council appointed committee to serve on the Engineering RFQ Review Committee.

#### Discussion / Justification:

Background/History: This item is contingent on Item 6.

Findings/Current Activity: This committee would consist of the Mayor, selected or volunteered council members and the city manager. Possibly the public works director and construction inspector.

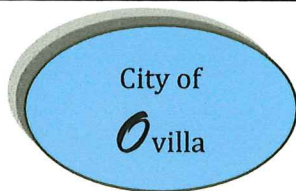
Financial Impact: N/A

#### Recommendation / Staff Comments:

Options/Recommendation: N/A

#### Sample Motion(s):

I move to appoint \_\_\_\_\_ to the Engineering RFQ Review Committee.



# Ovilla City Council

## AGENDA ITEM REPORT Item 8

Meeting Date: January 11, 2021

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Amount: N/A

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

☐ Accountant

☒ Other: Code Enforcement

### Attachments:

1. Ordinance 2021-03
2. Excerpts of the Code referenced "Tourist".

### Agenda Item / Topic:

**ITEM 8. DISCUSSION/ACTION** – Consideration of and action on Ordinance 2021-03 of the City of Ovilla, Texas, repealing Article 3.08 (tourist courts, tourist camps and house trailer parks); repealing Appendix Section A4.004 (license fee for tourist court, tourist camp or house trailer park); amending Chapter 6, Article 6.03 (minimum standards of sanitation and health protection) to eliminate the definition and references to "tourist courts;" providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

### Discussion / Justification:

**Background/History:** In reviewing the Code, staff located "tourist courts" in various places. Legal Counsel was contacted and asked to compose an ordinance removing all areas of the Code that referenced tourist courts, tourist camps and trailer parks.

**Findings/Current Activity:** The prepared ordinance is presented.

**Financial Impact:** N/A

### Recommendation / Staff Comments:

**Options/Recommendation:** Staff recommends approval.

### Sample Motion(s):

I move to approve / deny Ordinance 2021-03 of the City of Ovilla, Texas, repealing Article 3.08 (tourist courts, tourist camps and house trailer parks); repealing Appendix Section A4.004 (license fee for tourist court, tourist camp or house trailer park); amending Chapter 6, Article 6.03 (minimum standards of sanitation and health protection) to eliminate the definition and references to "tourist courts;" providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication as presented.

ORDINANCE NO. 2021-03

AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, REPEALING ARTICLE 3.08 (TOURIST COURTS, TOURIST CAMPS AND HOUSE TRAILER PARKS); REPEALING APPENDIX SECTION A4.004 (LICENSE FEE FOR TOURIST COURT, TOURIST CAMP OR HOUSE TRAILER PARK); AMENDING CHAPTER 6, ARTICLE 6.03 (MINIMUM STANDARDS OF SANITATION AND HEALTH PROTECTION) TO ELIMINATE THE DEFINITION AND REFERENCES TO "TOURIST COURTS;" PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERANCE CLAUSE; PROVIDING FOR INCORPORATION INTO THE OVILLA CODE OF ORDINANCES; PROVIDING FOR IMMEDIATE EFFECT; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City of Ovilla, Texas, is a Type-A General Law Municipality within the State of Texas (the "City"); and

WHEREAS, City staff periodically reviews the City's Code of Ordinances and recommends revisions thereto based on current needs, outdated provisions, changes in the law, advances in technology, and for the protection of citizens of the City; and

WHEREAS, the City's staff had recommended the repeal of provisions in the Code of Ordinances relating to "tourist courts, tourist camps and house trailer parks" because such uses do not currently exist, are not contemplated, and are not in the best interest of the citizens of the City; and

WHEREAS, based on the recommendations of staff, the City Council finds and determines that it is prudent and in the best interests of the health, safety and welfare of the citizens of the City to eliminate the uses of "tourist courts, tourist camps and house trailer parks" and all references thereto in the Code of Ordinances.

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

**SECTION 1.      REPEAL OF CHAPTER 3, ARTICLE 3.08 OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA**

Chapter 3, Article 3.08, of the Code of Ordinances of the City of Ovilla is hereby repealed in its entirety.

**SECTION 2.      REPEAL OF SECTION A4.004 OF THE APPENDIX TO THE CODE OF ORDINANCES OF THE CITY OF OVILLA**

Section A4.004 of the Appendix to the Code of Ordinances of the City of Ovilla is hereby repealed in its entirety.

**SECTION 3.      AMENDMENT OF CHAPTER 6, ARTICLE 6.03, SECTION 6.03.001 OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA**

Chapter 6, Article 6.03, Section 6.03.001 of the Code of Ordinances of the City of Ovilla is hereby amended to read as follows:

## ORDINANCE NO. 2021-03

### Sec. 6.03.001 Definitions

Board. The state board of health.

Department. The department of state health services.

Drinking water. Water distributed by any individual or public or private agency for human consumption, for use in preparing food or beverages, or for use in cleaning a utensil or article used in preparing food or beverages for, or consuming food or beverages by, human beings. The term includes water supplied for human consumption or used by an institution catering to the public.

Human excreta. The urinary and bowel discharges of a human.

Person. An individual, corporation, organization, government, business trust, partnership, association, or any other legal entity.

Privy. A facility for the disposal of human excreta.

Sanitary. A condition of good order and cleanliness that precludes the probability of disease transmission.

Septic tank. A covered watertight tank designed for sewage treatment.

Toilet. The hopper device for the deposit and discharge of human excreta into a water carriage system.

Water supply. A source or reservoir of water distributed and used for human consumption.

Water supply system operator. A person who:

- (1) Is trained in the purification or distribution of a public water supply;
- (2) Has a practical working knowledge of the chemistry and bacteriology essential to the practical mechanics of water purification; and
- (3) Is capable of conducting and maintaining the purification process

### SECTION 4. AMENDMENT OF CHAPTER 6, ARTICLE 6.03, SECTION 6.03.012(A) OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA

Chapter 6, Article 6.03, Section 6.03.012(a) of the Code of Ordinances of the City of Ovilla is hereby amended to read as follows:

- (a) An operator, manager, or superintendent of a public building, schoolhouse, theater, filling station, bus station, tavern, or other business structure open to members of the public, shall provide and maintain sanitary toilet accommodations.

### SECTION 5. 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.

### SECTION 6. 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

**ORDINANCE NO. 2021-03**

separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 7. INCORPORATION INTO THE CODE OF ORDINANCES**

The provisions of this ordinance shall be included and incorporated in the City of Ovilla Code of Ordinances and shall be appropriately renumbered if necessary to conform to the uniform numbering system of the Code.

**SECTION 8. 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, this Ordinance shall take effect immediately after passage, approval and publication, as required by law.

**SECTION 9. 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 \_\_\_\_\_, 2021.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## TOURIST

### Sec. A2.006 Permit fee for camping or sleeping in parks

The permit fee for camping and/or sleeping within the city parks shall be ten dollars (\$10.00).  
(Ordinance 07-005, app. A, sec. 3.00, adopted 3/26/07)

### Sec. A4.004 License fee for tourist court, tourist camp or house trailer park

The license fee to open, maintain or operate a tourist court, tourist camp or house trailer park shall be:

- (1) For the first ten (10) unit plots or fraction thereof set aside for occupancy by tents in a tourist court or tourist camp, a fee of ten dollars (\$10.00) per annum, and the additional sum of one dollar (\$1.00) for each and every unit plot in excess of ten (10) which the applicant has opened or desires to open, maintain and operate during the current year.
- (2) For the first ten (10) unit plots or fraction thereof set aside for occupancy by house trailers in a house trailer park, a fee of sixty dollars (\$60.00) per annum, and the additional sum of five dollars (\$5.00) for each and every unit plot in excess of ten (10) which the applicant has opened or desires to open, maintain and operate during the current year.

(Ordinance 07-005, app. A, sec. 9.00, adopted 3/26/07)

## ARTICLE 3.08 TOURIST COURTS, TOURIST CAMPS AND HOUSE TRAILER PARKS\*

### Sec. 6.03.012 Toilet facilities

- (a) An operator, manager, or superintendent of a public building, schoolhouse, theater, filling station, tourist court, bus station, or tavern shall provide and maintain sanitary toilet accommodations.
- (b) On December 10, 1983, the board approved final adoption of the following rule defining a filling station for purposes of [Health and Safety Code] section 341.061;

Any facility which:

- (1) Sells motor fuels;
- (2) Provides one or more attendants who dispense fuel into tanks of motor vehicles; and
- (3) Offers one or more of the following services:
  - (A) Tire repair;
  - (B) Oil change;
  - (C) Battery charge; or
  - (D) Car repair.



# Ovilla City Council

## AGENDA ITEM REPORT

### Item 9

Meeting Date: January 11, 2021

Department: Administration

☒ Discussion ☐ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Amount: N/A

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

☒ Accountant

☒ Other: All departments

#### Attachments:

N/A

#### Agenda Item / Topic:

ITEM 9. DISCUSSION – Discuss and review staff's recommendations for the safe reopening of the city facilities.

#### Discussion / Justification:

**Background/History:** The governor's office recently renewed the State Disaster Declaration for COVID-19 effective November 2020 for increased safety measures due to the reported rise in COVID infection statistics.

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 opened their lobbies with limited/distanced customers and by appointment only.

Staff has been fortunate as few employees have suffered the Covid-19 illness. We believe this is partially attributed to our safety measures of remaining closed to the outside public. All departments are working at the City with full staff. Staff currently self-monitors with temperature checks in the morning, followed up by reporting through an app on our phones.

Some employees have been exposed and are required to quarantine and test before returning to work.

**Findings/Current Activity:** Staff continues to provide services to all customers except for open entry (without an appointment) to the main offices during work hours. We encourage customers to:

1. Use the night deposit drop box for multiple needs
2. On-line services
3. Scheduled appointments in the Council Chamber Room.
4. Our fire Department continues to spray weekly or more if asked or needed.

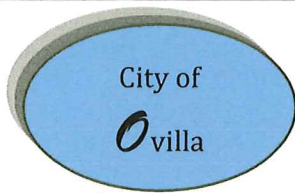
Financial Impact: N/A

#### Recommendation / Staff Comments:

**Options/Recommendation:** Staff recommends to continue the current operations.

#### Sample Motion(s):

N/A



# Ovilla City Council

## AGENDA ITEM REPORT

### Item 10

Meeting Date: January 11, 2021

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Amount: N/A

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

☐ Accountant

☒ Other

#### Attachments:

#### Agenda Item / Topic:

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

#### Discussion / Justification:

#### Recommendation / Staff Comments:

Staff recommends approval.

#### Sample Motion(s):

I move to approve / deny

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	December 2020	December 2020 YTD	December 2019	December 2019 YTD
Accident	47	98	7	70
Alarms	122	259	9	195
Arrest	26	61	6	75
Assault/Assualt FV	20	40	0	11
Assists	760	1578	89	977
Building / House Security Check	6817	14365	837	8686
Burglary	2	4	1	3
Burglary of Motor Vehicle	3	7	1	3
Criminal Mischief	6	12	1	4
Disturbance	132	275	19	135
Neighborhood Check	10874	23048	1229	14290
Other Calls for Service	802	1680	81	1090
Suspicious Person	69	145	12	81
Suspicious Vehicle	199	424	17	181
Theft	13	26	3	15
Traffic Assignment/School Enforcement	302	631	23	248
<b>TOTAL CALLS FOR SERVICE</b>	<b>20194</b>	<b>42653</b>	<b>2335</b>	<b>26064</b>

Volunteer and Reserve Officer Hours	9	140.5	10.5	191
Average Response Time (Minutes)	4.16	4.1608333	4.02	3.8666364
Total Citations	29	258	58	694
Total Traffic Stops	175	1618	248	3017
Traffic Stop Disposition Warning	147	1360	192	2349
Traffic Stop Disposition Citation	28	250	56	641
<b>PERCENT OF STOPS RECEIVING CITATIONS</b>	<b>16.0</b>	<b>15.5</b>	<b>22.6</b>	<b>21.2</b>

**STAFFING**

Full Time Sworn	10
Full Time Civillian	1
Part Time Sworn	3
Reserve Officer	2
Total Staffing	<u>16</u>

December	TO	December 2020	MILEAGE	MAINTENANCE PERFORMED
Police Unit #	Begin	End	Accrued	
116	107,614	107,836	222	Inspection & Registration
117	101,375	102,554	1,179	
216	31,183	31,728	545	
119	40,152	40,898	746	New Windshield Wiper Blades
120	22,202	24,218	2,016	
220	25,172	27,075	1,903	Full Brake and Rotor Change, Oil Change/Refill

# Ovilla Fire Department December 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 1 Firefighter Basic position open.
- Currently the Department has 7 Volunteer Firefighter position open.
- Current Staffing
  - 2 Chiefs
  - 5 Captains
  - 22 Firefighter Paramedics
  - 7 Firefighter EMT-Basics
  - 5 Volunteer Firefighters
  - Total Staffing of 41 out of 50 positions
- Of the Volunteers on staff,
  - 3 of them are Dual Certified, meaning they have their Fire Certs and EMT Basic and or Paramedic
  - 2 have just their Fire Certs
  - 0 have just their EMT- 1 - Basic and 1 - Paramedic
  - 0 Volunteers do not have any Certification at this time.
- We had a new hire test December 12<sup>th</sup>, for the Volunteer Positions and we hired 3 out of 8 that tested. They are starting their orientation January 11<sup>th</sup>, and we are working on another test date to fill the other openings.

## Grants Report

- Have turned in four Texas Forestry Service Grants, waiting for notification of award and they will remain active until they are awarded without reapplying for them.
  - 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

## Summary of Events for the Department

- December, we had a total of 91 (Last December we ran 81) 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 13 possible COVID-19 calls this month, with 6 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

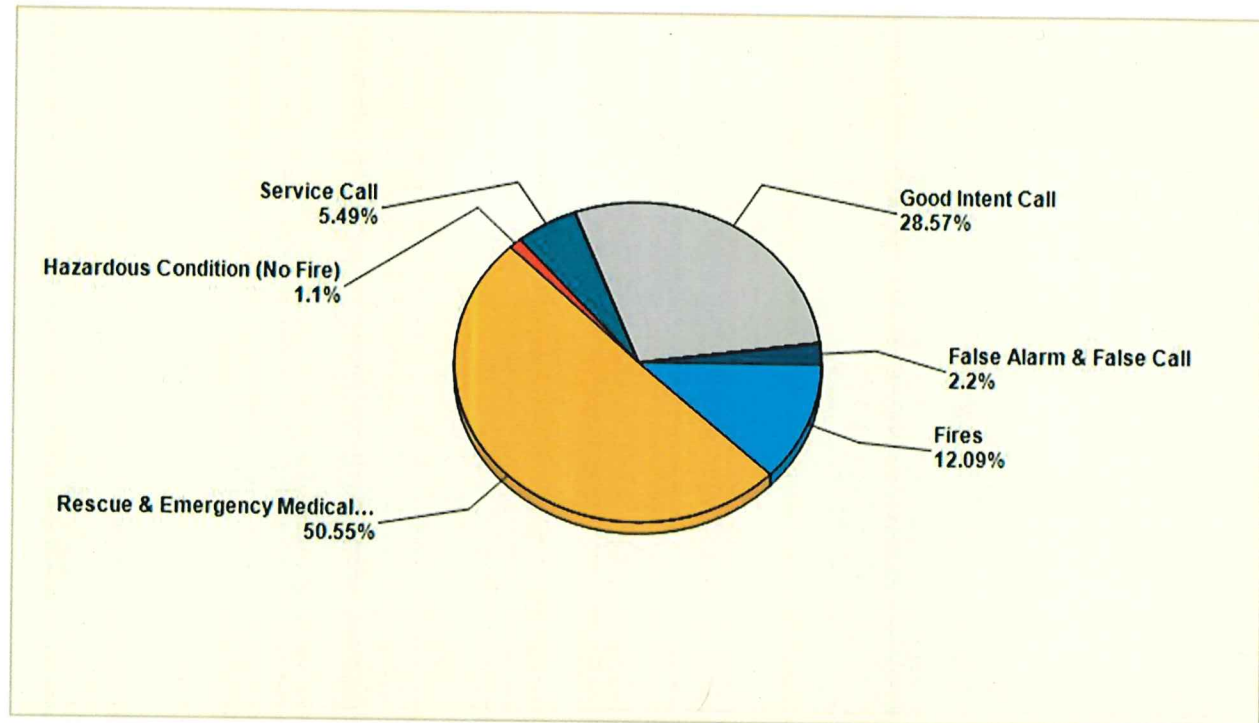
- 7 days a week we have 3 - 24-hour part time positions (0800 – 0800)
- These positions were **100%** filled this month
- 7 Days a week we have 2 – 12-hour shifts that are covered by volunteers (0800 – 2000) and (2000 – 0800)
- 44 / 62** Volunteer shifts were covered, and these 44 shifts we had 4 personnel on the Engine

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

- CQI Reports
- 3 meetings
- 1 foster home inspection
- 5 consults
- Assist / Backup PD
- Obtained Department Infection Control Officer Certification
- Completed 12 hours of fire investigator continuing education
- Covered 24-hour shift

## Monthly Call Summary

INCIDENT COUNT		
INCIDENT TYPE	# INCIDENTS	
EMS	46	
FIRE	45	
TOTAL	91	
MUTUAL AID		
Aid Type	Total	
Aid Given	16	
Aid Received	7	
OVERLAPPING CALLS		
# OVERLAPPING	% OVERLAPPING	
11	12.09	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	EMS	FIRE
Station 701	0:06:15	0:09:43
AVERAGE FOR ALL CALLS		0:07:25
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)		
Station	EMS	FIRE
Station 701	0:01:41	0:01:37
AVERAGE FOR ALL CALLS		0:01:45
AGENCY		AVERAGE TIME ON SCENE (MM:SS)
Ovilla Fire Department		27:28

**Breakdown by Major Incident Type**

MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	11	12.09%
Rescue & Emergency Medical Service	46	50.55%
Hazardous Condition (No Fire)	1	1.1%
Service Call	5	5.49%
Good Intent Call	26	28.57%
False Alarm & False Call	2	2.2%
<b>TOTAL</b>	<b>91</b>	<b>100%</b>

*Average 2.75 fire per week*

*Average 2.94 calls per day*

*Average 22.75 calls per week*

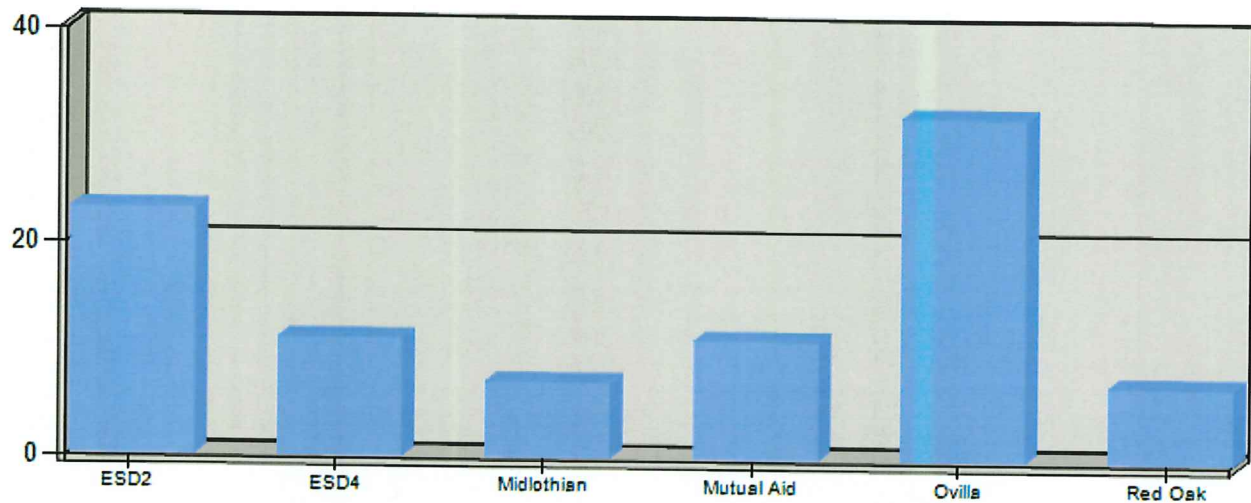
C701 Responses | **14**

C702 Responses | **12**

Number of Overlapping Calls | **11**

**Total Ovilla Fire Department Runs | 91**

## Breakdown by Districts



District	December	November
ESD2 - ESD #2	23	19
ESD4 - ESD #4	11	4
Midlothian - Midlothian City Limits	7	9
Mutual Aid - Mutual Aid	11	3
Ovilla - City Limits	32	29
Red Oak - Red Oak City Limits	7	9
<b>TOTAL:</b>	<b>91</b>	<b>73</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	December	November
ESD2 - ESD #2	8.19	7.91
ESD4 - ESD #4	8.49	9.84
Midlothian - Midlothian City Limits	6.5	11.2
Mutual Aid - Mutual Aid	22.78	9
Ovilla - City Limits	5.88	4.71
Red Oak - Red Oak City Limits	8.18	8.11
	7.52	7.49

*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	December	November
B701	1:50	2:04
C701	1:27	1:22
C702	1:42	1:36
E701	1:47	1:43
E702	5:00	3:23
R755	2:31	2:08
<b>AVERAGE TURNOUT TIME:</b>	<b>2:07</b>	<b>2:03</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.

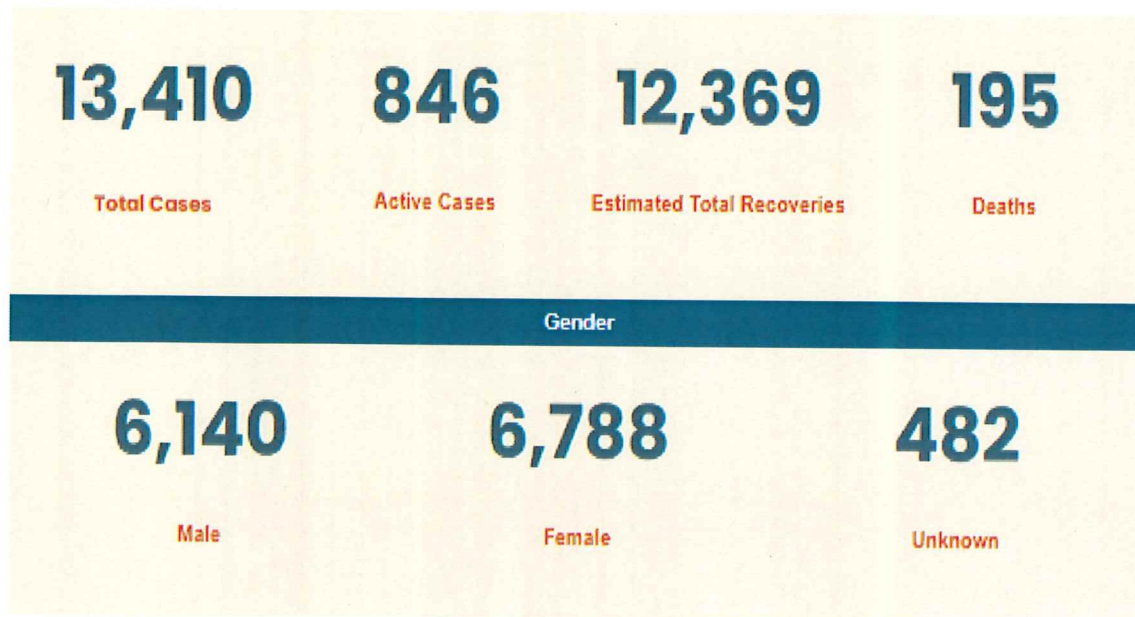
## Incident Count Per Apparatus

APPARATUS	# of INCIDENTS
AIDAU	2
B701	6
C701	14
C702	12
E701	61
E702	1
R755	5

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	59,639	59,721	82	\$ 19.14	\$ 1,469.54
B702	4,191	4,192	1	\$ -	\$ 764.90
C701	33,815	34,085	270	\$ 82.00	\$ -
C702	3,670	3,922	252	\$ 63.60	\$ -
S701	108,483	108,829	346	\$ 23.40	\$ -
E701	23,967	24,446	479	\$ 335.06	\$ 1,376.95
E702	30,560	30,659	99	\$ 94.54	\$ -
E703	-	-	0	\$ -	\$ -
R755	20,886	21,068	182	\$ 116.13	\$ 954.09
Station Supplies (Small Equipment Fuel, Propane, Other)				\$ -	\$ -
Totals for the Month			1,711	\$ 733.87	\$ 4,565.48

**COVID-19 Update as of January 5<sup>th</sup>, 2021****Ellis County as of January 5<sup>th</sup>, 2021****Deaths By City**

Bardwell: 2	Ennis: 36	Ferris: 6	Italy: 5	Avalon: 2	Glenn Heights: 1	Midlothian: 35
Oak Leaf: 1	Ovilla: 2	Palmer: 4	Red Oak: 33	Maypearl: 1		Waxahachie: 68

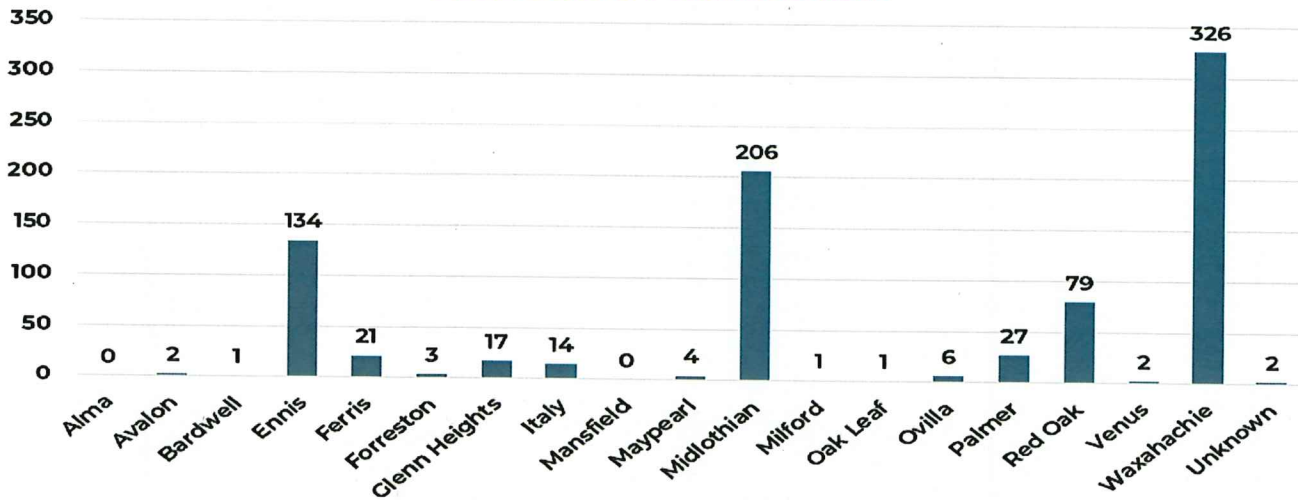
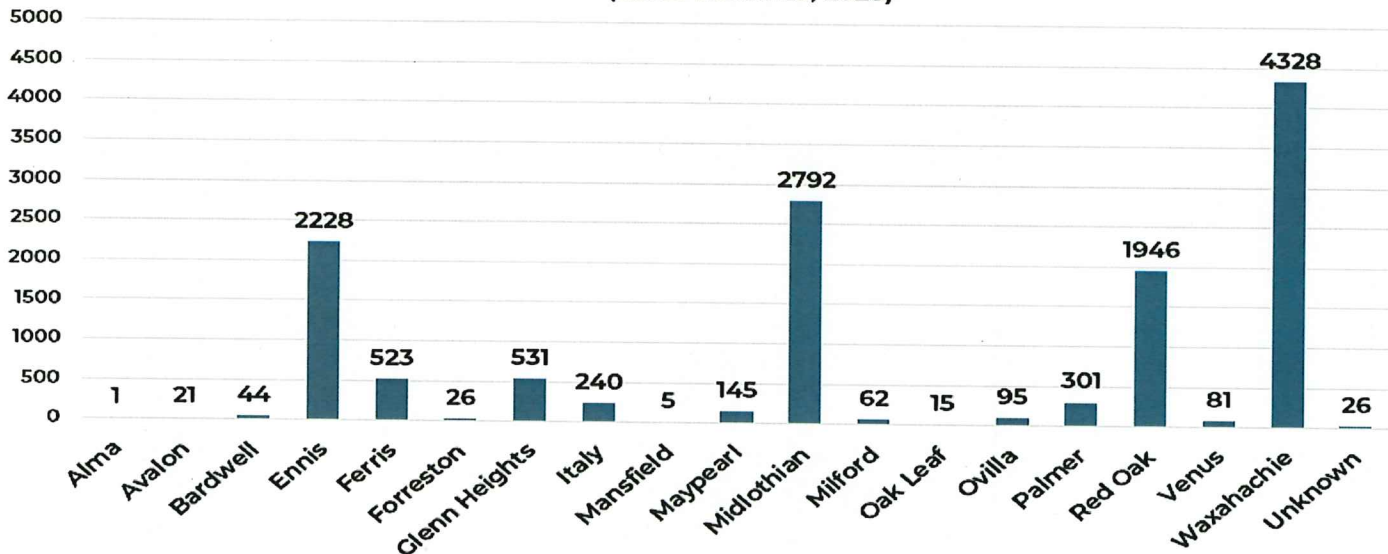
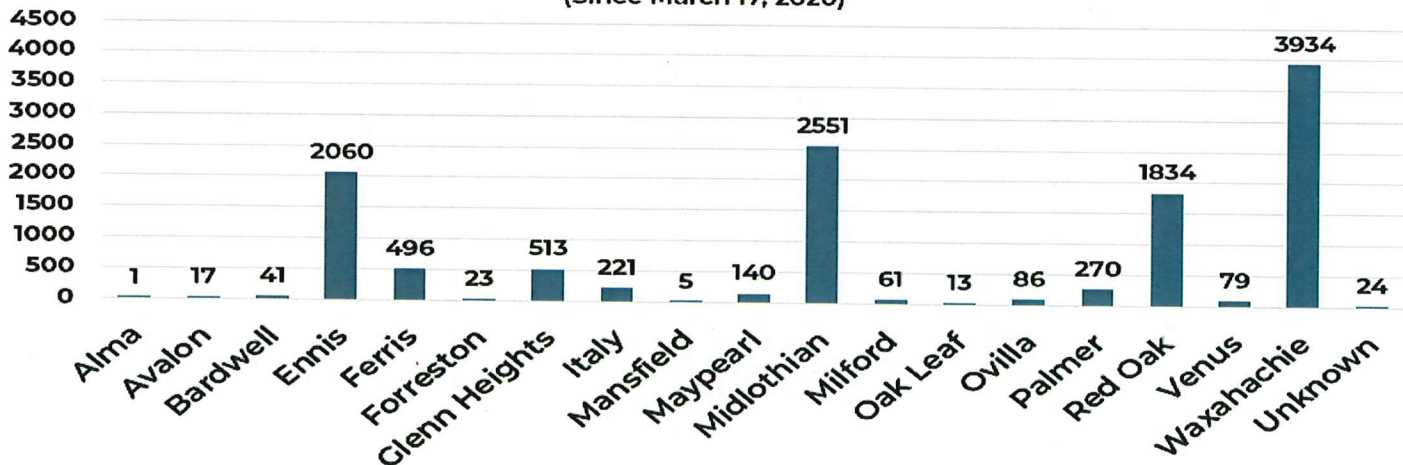
**Ellis County Hospital Data**

Due to the implementation of the hospital network's surge plan, additional beds have been made available.

Bed Count Total: 235	ICU Bed Count Total: 29	<u>COVID-19 Patients</u>
Occupied: 184	Occupied: 23	ICU: 23
	(23 of 29 are COVID-19 Patients)	Med Surg: 92

**Tests Administered**

115,731

**ELLIS COUNTY ACTIVE CASES****ELLIS COUNTY TOTAL POSITIVE CASES**  
(Since March 20, 2020)**ELLIS COUNTY TOTAL RECOVERED**  
(Since March 17, 2020)

**COST UPDATES:****State Threshold: \$38,472,708.00 Million**

- As of April 28, 2020: \$5,162,408,695.86 billion has been met.
  - County DSOs \$394,544,371.00

**Ellis County Threshold: \$ 574,502.40****Sub Total (Potential Reimbursed): Current Amount \$ 1,689,225.38**

- Ellis County: \$543,009.55
- Alma
- Bardwell
- Cedar Hill
- Ennis: \$141,339.49
- Ferris: \$ 60,198.65
- Garret
- Grand Prairie
- Glenn Heights: \$59,498.62
- Italy: \$12,313.42
- Mansfield
- Maypearl (ISD): \$5,952.68
- Midlothian \$16,310.34
- Milford (ISD): *pending*
- Oak Leaf: *pending*
- Ovilla: \$22,967.22
- Pecan Hill
- Red Oak: \$284,404.94
- Waxahachie: \$550,655.47

Examples of items included in total: Staff labor, Cleaning, Office Supplies, Cleaning & Services

**Donated Resources (In-Kind Match):**

- An email was forwarded from our District Coordinator, tools for tracking Donated Resources.
  - Donated Resources are: labor, equipment, material and supplies
  - The updated volunteer labor rate is \$20
  - Use 2019 FEMA's "Schedule of Equipment Rates" when applicable

### **BRYSON MANOR PHASE 3**

- ABOUT 90% OF STORM DRAINS, STORM DRAIN INLET BOXES AND JUNCTION BOXES HAVE BEEN INSTALLED BY CIRCLE H CONTRACTOR
- RPM CONSTRUCTION HAS FINISHED RE GRADING SEVERAL LOTS DUE TO FAILED DENSITY
- GTI PAVING HAS STARTED GRADING THE ROADWAY AND SIDEWALKS

### **CITY HALL PARKING**

- 50% CONCRETE SIDE WAS INSTALLED
- BOTH DRIVE APPROACHES WERE INSTALLED

### **WATER STREET BRIDGE**

- RETAINING WALLS WERE INSTALLED ON BOTH SIDES OF THE CREEK
- RIP RAP ROCK WAS INSTALLED AND MORTARED IN FRONT OF BOTH WALLS FOR EROSION CONTROL
- THE TEMPORARY BYPASS CULVERTS WERE REMOVED FROM CREEK BOTTOM
- STARTED GRADING FOR CONCRETE UNDERNEATH THE BRIDGE

### **BROADMOOR ESTATES**

- 95% OF STORM DRAINS, STORM DRAIN INLET BOXES AND JUNCTION BOXES HAVE BEEN INSTALLED
- STORM DRAIN BOXES UNDERNEATH RED OAK CREEK ROAD HAVE BEEN INSTALLED
- ALL SEWER LINES, SEWER SERVICE AND SEWER MANHOLES HAVE BEEN INSTALLED. SEWER LINE HAVE BEEN PRESSURE TESTED AND A VIDEO INSPECTION WAS DONE BY AMERICAN REHAB & INSPECTION INC.
- ALL WATER LINE AND WATER SERVICES HAVE BEEN INSTALLED. WATER LINE WAS PRESSURED TESTED AND WATER SAMPLES WERE TAKEN. WATER SAMPLE PASSED PER TCEQ AND PRESSURE TEST PASSED



**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 December ,2020

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**Water/Wastewater Staffing: Superintendent-1 / Utility Crew Leader-1 /  
Utility Worker-1 ( Water Dept is currently fully staffed )**

**WORK ORDERS**

- 32 total Work Orders completed for the month of December ,2020.

**Gov Pilot Reporting**

**Balances**

	New	Completed	Remaining
<b>Water/Wastewater</b>			
<b>Dept -</b>	32	30	2

**WATER**

- Gallons pumped from DWU 13.813.000 MG, Retail Billed 9.450.200 MG, Retail Unbilled 16.8K , Builder metered 2.4K , Maintenance flushing 80.000K,
- 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**

- Heritage lift station – Pump #1 was replaced due to age and wear. Motor would not pump without tripping out and could not be rewound or rebuild again.
- 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.

## **Gov Pilot Completed Work orders December ,2020.**

**WATER/WASTEWATER = 30 CLOSED**

**WATER/WASTEWATER = 32 TOTAL**



**To:** Honorable Mayor and City Council Members, City Manager-Pam Woodall

Public Works Director- James Kuykendall

**From:** Johnny Cruz- Streets/Drainage Superintendent

**Topic:** Streets/Drainage Monthly Report for December 2020

### **Street/Drainage**

- Ordered 14 tons of asphalt
- Ordered 4.5 yards of concrete
- Dug out crumbled alligator spot 902 Cockrell Hill patched with asphalt
- Dug out crumbled alligator spot 749 Cockrell Hill patched with asphalt
- Pothole patching Shiloh Rd, Bryson, Johnson Ln, Red Oak Creek, Joe Wilson, Westmoreland
- Sector #1 crack sealing complete Ovilla Oaks Dr, Valley View, Cedar Ridge, Creek View, Oakridge, Slippery Rock, Ridgeway Gap, Woodridge, Winding Way, East Highland, Slippery Elm, Dusty Oaks, High View

- Sector #2 crack sealing in progress Cockrell Hill, Water St, Westlawn, Silverwood, Greenwood, Willowwood, Lariat, Suburban
- Extended sidewalk to parking lot public works building formed, rebar, paved
- Formed, rebar, paved sidewalk to handicap public works building
- At the corner of Lariat @ Westmoreland stop sign pole was ran over new pole was set
- Meadow wood street sign was knocked down @ meadow wood & Brookwood new hardware and sign was put back up
- Help water dept. read monthly water meters
- Help water dept. fix service line leaks 206 & 208 Willow Creek Ct
- Take the F250 service truck to Kwik Kar for inspection pick up tag at tax office

## **Parks**

- Hang Christmas lights Heritage Park restrooms
- Haul Kiddie cushion to Ashburn Glen Park and stake down 12" playground borders
- Help parks spread Kiddie cushion and stake down 12" playground borders Cindy Jones Park

## **Administrative**

N/A

## **Street and Drainage Department**

*Johnny Cruz*

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**

	Dec.2020	Dec.2020 YTD	Dec.2019	
Calls For Service				
Complaint (Nuis 11 Permit 5,Parking 6)	22	314	38	
Follow up (Nuis 12 Permit 5 Park 6)	23	329	38	
Door Notice (Nui - 8 Permit 3 Parking 2)	13	65	23	
Mail Notice (Parki 1 nuisance 3 permit 2 )	6	194	11	
Posted Property (nuisance 3 )	3	35	2	
Court 3( FTA 3) 1- Jv . 2 fence	\$0	\$0	\$110.00	
Citizen Contacts	41	332	58	
Permits Reviewed	22	231	18	
Permits Issued	20	178	16	
Inspections	27	293	38	
Nuisance Abated by City 1 debris 1 grass	3	18	1	
Nuisance Signs (Garage sale-15 business 27 )	42	430	49	
Board of Adjustment 1 Fence 1Acc Bld	2	8	0	

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

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

Subject: **Animal Control Monthly Report**

	Dec,2020	Dec.2020 YTD	Dec.2019	
Calls For Service				
Complaint (Regist-15 At Large 14 Bark 3 )	32	309	29	
Follow up	33	325	29	
Door Notice (Regis-7 Bark at large 2)	8	92	20	
Impounded Animal (Dog 2 )	2	49	4	
Animal welfare check	17	95	9	
Impound Results (Transport1 Ret to own 1)	2	49	4	
Impound fee collected	\$35.00	\$600.00	125	
Court 0	\$0.00	\$292.00	0	
Citizen Contacts	23	274	43	
Animal registration \$12	1	68	14	
Registration Letter Mailed	16	219	16	
Nuisance Letter	4	24	2	
Animals released	0	35	2	
Deceased removed	29	251	27	
Oak Leaf -	0	8	1	
Traps Checked Out	2	33	4	



**Date: January 11, 2021**

**To: Honorable Mayor and Council Members**

**Subject: Financial Statement Summaries for  
October 1, 2020 thru December 31, 2020**

**(With Unreconciled Bank Statements)**

**From:**

**Sharon Jungman – Finance Director**

## Financial Statement for Current Month December 2020

YTD Actual for October thru December 31, 2020

## October thru December 2020 Equals 25% of FY2021 Budget

<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	33,288.95	221,164.33	(187,875.38)	99,292.49	2,654,965.00	3.74%	2,555,672.51
Licenses-Permits-Fees	4,572.16	10,621.58	(6,049.42)	8,464.78	127,510.00	6.64%	119,045.22
Services	412.00	47,144.46	(46,732.46)	724.00	565,960.00	0.13%	565,236.00
Fines & Forfeitures	5,392.26	10,458.32	(5,066.06)	11,410.78	125,550.00	9.09%	114,139.22
Other Revenue	6,024.51	40,476.70	(34,452.19)	17,996.53	485,785.00	3.70%	467,788.47
Transfers	0.00	11,083.34	(11,083.34)	0.00	133,000.00	0.00%	133,000.00
Revenue Totals	<u>49,689.88</u>	<u>340,948.73</u>	<u>(291,258.85)</u>	<u>137,888.58</u>	<u>4,092,770.00</u>	<u>3.37%</u>	<u>3,954,881.42</u>
<b>Expense Summary</b>							
Employee Benefits	17,040.41	38,820.45	(21,780.04)	65,581.37	466,031.00	14.07%	400,449.63
Other Expense	3,240.63	4,143.97	(903.34)	4,879.25	49,745.00	9.81%	44,865.75
Personnel	149,563.83	166,191.69	(16,627.86)	512,841.24	1,995,046.00	25.71%	1,482,204.76
Not Categorized	9,796.24	0.00	9,796.24	18,077.61	0.00	0.00%	(18,077.61)
Special Services	12,230.70	10,989.44	1,241.26	17,118.20	131,900.00	12.98%	114,781.80
Contractual Services	4,732.83	24,778.63	(20,045.80)	43,144.74	297,462.00	14.50%	254,317.26
Operating Services	12,319.33	8,193.67	4,125.66	24,275.70	98,360.00	24.68%	74,084.30
Special Expenses	81,722.47	2,720.22	79,002.25	81,945.31	32,650.00	250.98%	(49,295.31)
Supplies	4,252.77	4,711.60	(458.83)	11,097.81	56,550.00	19.62%	45,452.19
Professional Development	2,033.10	2,524.00	(490.90)	2,077.25	30,300.00	6.86%	28,222.75
Software & Computer Equipment	9,215.20	6,477.62	2,737.58	39,128.19	77,758.00	50.32%	38,629.81
Printing Expense	1,266.75	1,464.12	(197.37)	2,835.95	17,574.00	16.14%	14,738.05
Utilities	35,537.77	31,570.80	3,966.97	61,426.01	378,995.00	16.21%	317,568.99
Repairs - Bldg & Machinery	5,348.26	11,818.31	(6,470.05)	38,307.97	141,850.00	27.01%	103,542.03
Insurance	250.00	2,715.70	(2,465.70)	10,435.32	32,602.00	32.01%	22,166.68
Minor Capital Outlay	7,755.67	9,276.01	(1,520.34)	13,146.95	111,347.00	11.81%	98,200.05
Vehicle Expenses	2,164.63	3,857.40	(1,692.77)	4,727.38	46,300.00	10.21%	41,572.62
Capital Outlay	2,434.50	10,416.67	(7,982.17)	105,667.50	125,000.00	84.53%	19,332.50
Rentals	271.91	274.89	(2.98)	815.73	3,300.00	24.72%	2,484.27
Expense Totals	<u>361,177.00</u>	<u>340,945.19</u>	<u>20,231.81</u>	<u>1,057,529.48</u>	<u>4,092,770.00</u>	<u>25.84%</u>	<u>3,035,240.52</u>

## Financial Statement for Current Month December 2020

YTD Actual for October thru December 31, 2020

October thru December 2020 Equals 25% of FY2021 Budget

<b>110 - LEOSE</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	91.67	(91.67)	0.00	1,100.00	0.00%	1,100.00
Revenue Totals	0.00	91.67	(91.67)	0.00	1,100.00	0.00%	1,100.00
<b>Expense Summary</b>							
Professional Development	0.00	91.63	(91.63)	0.00	1,100.00	0.00%	1,100.00
Expense Totals	0.00	91.63	(91.63)	0.00	1,100.00	0.00%	1,100.00

## Financial Statement for Current Month December 2020

YTD Actual for October thru December 31, 2020

October thru December 2020 Equals 25% of FY2021 Budget

<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	7,133.52	5,247.90	1,885.62	22,818.67	63,000.00	36.22%	40,181.33
Revenue Totals	<u>7,133.52</u>	<u>5,247.90</u>	<u>1,885.62</u>	<u>22,818.67</u>	<u>63,000.00</u>	<u>36.22%</u>	<u>40,181.33</u>
<b>Expense Summary</b>							
Capital Outlay	0.00	5,247.90	(5,247.90)	0.00	63,000.00	0.00%	63,000.00
Expense Totals	<u>0.00</u>	<u>5,247.90</u>	<u>(5,247.90)</u>	<u>0.00</u>	<u>63,000.00</u>	<u>0.00%</u>	<u>63,000.00</u>

## Financial Statement for Current Month December 2020

YTD Actual for October thru December 31, 2020

October thru December 2020 Equals 25% of FY2021 Budget

<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	129.91	166.60	(36.69)	342.62	2,000.00	17.13%	1,657.38
Revenue Totals	<u>129.91</u>	<u>166.60</u>	<u>(36.69)</u>	<u>342.62</u>	<u>2,000.00</u>	<u>17.13%</u>	<u>1,657.38</u>
<b>Expense Summary</b>							
Software & Computer Equipment	0.00	166.60	(166.60)	0.00	2,000.00	0.00%	2,000.00
Expense Totals	<u>0.00</u>	<u>166.60</u>	<u>(166.60)</u>	<u>0.00</u>	<u>2,000.00</u>	<u>0.00%</u>	<u>2,000.00</u>

## Financial Statement for Current Month December 2020

YTD Actual for October thru December 31, 2020

October thru December 2020 Equals 25% of FY2021 Budget

<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	147.42	124.95	22.47	396.73	1,500.00	26.45%	1,103.27
Revenue Totals	<u>147.42</u>	<u>124.95</u>	<u>22.47</u>	<u>396.73</u>	<u>1,500.00</u>	<u>26.45%</u>	<u>1,103.27</u>
<b>Expense Summary</b>							
Other Expense	79.95	99.96	(20.01)	159.90	1,200.00	13.33%	1,040.10
Reserve	0.00	24.99	(24.99)	0.00	300.00	0.00%	300.00
Expense Totals	<u>79.95</u>	<u>124.95</u>	<u>(45.00)</u>	<u>159.90</u>	<u>1,500.00</u>	<u>10.66%</u>	<u>1,340.10</u>

## Financial Statement for Current Month December 2020

YTD Actual for October thru December 31, 2020

October thru December 2020 Equals 25% of FY2021 Budget

<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>							
Services	128,491.91	106,190.94	22,300.97	449,151.08	1,274,800.00	35.23%	825,648.92
Other Revenue	0.00	5,837.49	(5,837.49)	27,986.00	70,050.00	39.95%	42,064.00
Transfers	0.00	26,604.27	(26,604.27)	0.00	319,379.00	0.00%	319,379.00
Revenue Totals	<u>128,491.91</u>	<u>138,632.70</u>	<u>(10,140.79)</u>	<u>477,137.08</u>	<u>1,664,229.00</u>	<u>28.67%</u>	<u>1,187,091.92</u>
<b>Expense Summary</b>							
Personnel	22,931.37	27,994.29	(5,062.92)	87,386.20	336,066.00	26.00%	248,679.80
Not Categorized	1,082.30	16.67	1,065.63	1,494.78	200.00	747.39%	(1,294.78)
Employee Benefits	3,278.67	8,186.86	(4,908.19)	12,008.39	98,282.00	12.22%	86,273.61
Special Services	0.00	7,834.67	(7,834.67)	0.00	94,050.00	0.00%	94,050.00
Contractual Services	0.00	1,249.50	(1,249.50)	0.00	15,000.00	0.00%	15,000.00
Supplies	1,653.85	578.97	1,074.88	3,101.16	6,950.00	44.62%	3,848.84
Professional Development	1,095.11	391.52	703.59	1,095.11	4,700.00	23.30%	3,604.89
Software & Computer Equipment	606.96	1,124.63	(517.67)	706.96	13,500.00	5.24%	12,793.04
Printing Expense	0.00	129.12	(129.12)	0.00	1,550.00	0.00%	1,550.00
Utilities	105,658.48	60,409.65	45,248.83	174,100.09	725,206.00	24.01%	551,105.91
Other Expense	1,120.26	808.84	311.42	2,253.47	9,710.00	23.21%	7,456.53
Rentals	0.00	124.95	(124.95)	276.83	1,500.00	18.46%	1,223.17
Operating Services	3,382.83	699.84	2,682.99	4,820.34	8,400.00	57.39%	3,579.66
Special Expenses	0.00	0.00	0.00	200.00	0.00	0.00%	(200.00)
Vehicle Expenses	271.06	516.50	(245.44)	746.47	6,200.00	12.04%	5,453.53
Repairs - Bldg & Machinery	1,552.08	2,957.74	(1,405.66)	3,264.94	35,500.00	9.20%	32,235.06
Insurance	0.00	675.95	(675.95)	2,136.74	8,115.00	26.33%	5,978.26
Minor Capital Outlay	4.13	249.92	(245.79)	4.13	3,000.00	0.14%	2,995.87
Capital Outlay	2,000.00	15,662.74	(13,662.74)	2,000.00	188,000.00	1.06%	186,000.00
Reserve	0.00	9,021.39	(9,021.39)	0.00	108,300.00	0.00%	108,300.00
Expense Totals	<u>144,637.10</u>	<u>138,633.75</u>	<u>6,003.35</u>	<u>295,595.61</u>	<u>1,664,229.00</u>	<u>17.76%</u>	<u>1,368,633.39</u>

## Financial Statement for Current Month December 2020

YTD Actual for October thru December 31, 2020

**October thru December 2020 Equals 25% of FY2021 Budget**

<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	5,075.67	5,414.50	(338.83)	16,553.45	65,000.00	25.47%	48,446.55
Revenue Totals	<u>5,075.67</u>	<u>5,414.50</u>	<u>(338.83)</u>	<u>16,553.45</u>	<u>65,000.00</u>	<u>25.47%</u>	<u>48,446.55</u>
<b>Expense Summary</b>							
Reserve	0.00	5,414.50	(5,414.50)	0.00	65,000.00	0.00%	65,000.00
Expense Totals	<u>0.00</u>	<u>5,414.50</u>	<u>(5,414.50)</u>	<u>0.00</u>	<u>65,000.00</u>	<u>0.00%</u>	<u>65,000.00</u>

City of Ovilla

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Financial Statement for Current Month December 2020

YTD Actual for October thru December 31, 2020

October thru December 2020 Equals 25% of FY2021 Budget

<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>							
Other Revenue	0.00	45.83	(45.83)	0.00	550.00	0.00%	550.00
Transfers	0.00	9,021.39	(9,021.39)	0.00	108,300.00	0.00%	108,300.00
Taxes	0.00	38,459.61	(38,459.61)	0.00	461,700.00	0.00%	461,700.00
Revenue Totals	<u>0.00</u>	<u>47,526.83</u>	<u>(47,526.83)</u>	<u>0.00</u>	<u>570,550.00</u>	<u>0.00%</u>	<u>570,550.00</u>
<b>Expense Summary</b>							
Long Term Debt	<u>0.00</u>	<u>47,526.81</u>	<u>(47,526.81)</u>	<u>0.00</u>	<u>570,550.00</u>	<u>0.00%</u>	<u>570,550.00</u>
Expense Totals	<u>0.00</u>	<u>47,526.81</u>	<u>(47,526.81)</u>	<u>0.00</u>	<u>570,550.00</u>	<u>0.00%</u>	<u>570,550.00</u>

## Financial Statement for Current Month December 2020

YTD Actual for October thru December 31, 2020

October thru December 2020 Equals 25% of FY2021 Budget

<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	7,838.12	5,331.20	2,506.92	23,707.40	64,000.00	37.04%	40,292.60
Other Revenue	0.00	283.22	(283.22)	0.00	3,400.00	0.00%	3,400.00
Revenue Totals	<u>7,838.12</u>	<u>5,614.42</u>	<u>2,223.70</u>	<u>23,707.40</u>	<u>67,400.00</u>	<u>35.17%</u>	<u>43,692.60</u>
<b>Expense Summary</b>							
Special Services	0.00	133.33	(133.33)	0.00	1,600.00	0.00%	1,600.00
Supplies	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
Insurance	0.00	23.32	(23.32)	100.07	280.00	35.74%	179.93
Reserve	0.00	5,449.50	(5,449.50)	0.00	65,420.00	0.00%	65,420.00
Capital Outlay	102,267.50	0.00	102,267.50	155,769.30	0.00	0.00%	(155,769.30)
Expense Totals	<u>102,267.50</u>	<u>5,614.48</u>	<u>96,653.02</u>	<u>155,869.37</u>	<u>67,400.00</u>	<u>231.26%</u>	<u>(88,469.37)</u>

## Financial Statement for Current Month December 2020

YTD Actual for October thru December 31, 2020

October thru December 2020 Equals 25% of FY2021 Budget

<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	14,267.04	10,412.50	3,854.54	45,637.36	125,000.00	36.51%	79,362.64
Other Revenue	0.00	433.16	(433.16)	0.00	5,200.00	0.00%	5,200.00
Transfers	0.00	2,434.02	(2,434.02)	0.00	29,220.00	0.00%	29,220.00
Revenue Totals	<u>14,267.04</u>	<u>13,279.68</u>	<u>987.36</u>	<u>45,637.36</u>	<u>159,420.00</u>	<u>28.63%</u>	<u>113,782.64</u>
<b>Expense Summary</b>							
Not Categorized	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
Reserve	0.00	11,037.25	(11,037.25)	0.00	132,500.00	0.00%	132,500.00
Special Services	0.00	441.51	(441.51)	0.00	5,300.00	0.00%	5,300.00
Supplies	0.00	16.66	(16.66)	0.00	200.00	0.00%	200.00
Professional Development	0.00	416.50	(416.50)	0.00	5,000.00	0.00%	5,000.00
Printing Expense	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
Insurance	0.00	26.65	(26.65)	114.37	320.00	35.74%	205.63
Other Expense	0.00	899.64	(899.64)	0.00	10,800.00	0.00%	10,800.00
Expense Totals	<u>0.00</u>	<u>13,279.88</u>	<u>(13,279.88)</u>	<u>114.37</u>	<u>159,420.00</u>	<u>0.07%</u>	<u>159,305.63</u>

## Financial Statement for Current Month December 2020

YTD Actual for October thru December 31, 2020

October thru December 2020 Equals 25% of FY2021 Budget

<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	833.00	(833.00)	0.00	10,000.00	0.00%	10,000.00
Other Revenue	0.00	1,332.80	(1,332.80)	0.00	16,000.00	0.00%	16,000.00
Revenue Totals	<u>0.00</u>	<u>2,165.80</u>	<u>(2,165.80)</u>	<u>0.00</u>	<u>26,000.00</u>	<u>0.00%</u>	<u>26,000.00</u>
<b>Expense Summary</b>							
Capital Outlay	0.00	2,165.80	(2,165.80)	0.00	26,000.00	0.00%	26,000.00
Expense Totals	<u>0.00</u>	<u>2,165.80</u>	<u>(2,165.80)</u>	<u>0.00</u>	<u>26,000.00</u>	<u>0.00%</u>	<u>26,000.00</u>

## Financial Statement for Current Month December 2020

YTD Actual for October thru December 31, 2020

October thru December 2020 Equals 25% of FY2021 Budget

<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	10,723.22	(10,723.22)	0.00	128,705.00	0.00%	128,705.00
Transfers	0.00	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
Revenue Totals	0.00	10,973.22	(10,973.22)	0.00	131,705.00	0.00%	131,705.00
<b>Expense Summary</b>							
Not Categorized	0.00	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
Reserve	0.00	10,721.12	(10,721.12)	0.00	128,705.00	0.00%	128,705.00
Expense Totals	0.00	10,971.12	(10,971.12)	0.00	131,705.00	0.00%	131,705.00



**Date: January 11, 2021**

**To: Honorable Mayor and Council Members**

**Subject: Transactions over \$5,000 From  
October 1, 2020 thru  
December 31, 2020**

**From:**

**Sharon Jungman – Finance Director**

City of Ovilla  
Transaction Detail Report  
10/1/2020 - 12/31/2020

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**100 - General Fund**

**Account 100-10-52250**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
12/11/2020	12/11/2020	AP Invoice		FY2020 Reconciliations	5,925.00	0.00	5,925.00
Total					5,925.00	0.00	

**100 - General Fund**

**Account 100-20-52380**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
10/9/2020	10/9/2020	AP Invoice		Semi Annual Dispatch	20,475.00	0.00	20,475.00
Total					20,475.00	0.00	

**100 - General Fund**

**Account 100-20-52390**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
11/25/2020	11/25/2020	AP Invoice		SRRG/SRT annual Membership	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
10/2/2020	10/2/2020	AP Invoice		Crimes Software For FY21	16,500.00	0.00	16,500.00
Total					16,500.00	0.00	

**100 - General Fund**

**Account 100-30-53415**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
12/23/2020	12/23/2020	AP Invoice		Life Pack 15 Plus Accessories	37,787.54	0.00	37,787.54
12/23/2020	12/23/2020	AP Invoice		Chest Compression Device & Accessories	15,138.58	0.00	52,926.12
12/29/2020	12/29/2020	AP Invoice		AED	10,455.00	0.00	63,381.12
12/30/2020	12/30/2020	AP Invoice		Access, for Life Pak and AED	7,592.92	0.00	70,974.04
Total					70,974.04	0.00	

**100 - General Fund**

**Account 100-30-55545**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
11/13/2020	11/13/2020	AP Invoice		E-702 -Pump Drain , warning Lights, Rear E	10,485.07	0.00	10,485.07
Total					10,485.07	0.00	

**100 - General Fund**

**Account 100-45-55465**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
11/6/2020	11/6/2020	AP Invoice		Trash Service for October	23,002.34	0.00	23,002.34
12/11/2020	12/11/2020	AP Invoice		Waste Disposal for November	22,987.73	0.00	45,990.07

Total	<u>45,990.07</u>	<u>0.00</u>
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**100 - General Fund**

**Account 100-50-57463**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
10/30/2020	10/30/2020	AP Invoice		Water Street Bridge Progress Billing #1	103,233.00	0.00	103,233.00
Total					<u>103,233.00</u>	<u>0.00</u>	

**200 - Water And Utilities Fund**

**Account 200-75-55460**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
11/13/2020	11/13/2020	AP Invoice		Water purchase for 10-1 to 10-29-20	39,858.92	0.00	39,858.92
12/18/2020	12/18/2020	AP Invoice		Water Purchase for 10-30 to 12-1	35,640.91	0.00	75,499.83
Total					<u>75,499.83</u>	<u>0.00</u>	

**200 - Water And Utilities Fund**

**Account 200-80-55463**

Post Date	Transaction Date	Source	Check #	Line Description	Debit	Credit	Balance
10/2/2020	10/2/2020	AP Invoice		Sewer Service for October	14,065.00	0.00	14,065.00
10/16/2020	10/16/2020	AP Invoice		Sewer Treatment for November	14,065.00	0.00	28,130.00
12/11/2020	12/11/2020	AP Invoice		Waste Disposal for December	33,066.00	0.00	61,196.00
12/18/2020	12/18/2020	AP Invoice		Waste Disposal for January	33,066.00	0.00	94,262.00
Total					<u>94,262.00</u>	<u>0.00</u>	

## Ovilla Municipal Court Report

<b>FY-2020-2021</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>	20	0	\$5,853.00	\$2,980.44	\$2,872.56	0	2	7	2	1	0	0
<b>November</b>	15	0	\$5,601.67	\$3,516.61	\$2,085.06	0	3	7	3	6	0	0
<b>December</b>	29	3	\$9,085.90	\$6,032.82	\$3,053.08	0	3	15	9	7	0	0
<b>January</b>												
<b>February</b>												
<b>March</b>												
<b>April</b>												
<b>May</b>												
<b>June</b>												
<b>July</b>												
<b>August</b>												
<b>September</b>												
<b>Totals</b>	<b>64</b>	<b>3</b>	<b>\$20,540.57</b>	<b>\$12,529.87</b>	<b>\$8,010.70</b>	<b>0</b>	<b>8</b>	<b>29</b>	<b>14</b>	<b>14</b>	<b>0</b>	<b>0</b>

2019-2020 FY

<b>December</b>	70	1	\$10,798.30	\$6,929.79	\$3,868.51	21
<b>FY Totals</b>	172	1	\$33,281.07	\$22,596.42	\$10,684.65	87

### Staffing

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

**HONORABLE MAYOR AND CITY COUNCIL OF OVILLA**  
**Administration Monthly Report for January 2021 Council**  
**City Manager - City Secretary**

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

1. One city hall staff member was out pending COVID testing (negative).
2. Public Works has one out with positive test to Covid.
3. Municipal Court continues to conduct court via Zoom.
4. Preparing for the 2016 Comprehensive Land Use Plan review and update as outlined in the Local Government Code, Chapter 213.
5. Ordinance for revision to Chapter 10, Article 10.02 of the Subdivision Ordinance, "Utility Easements" will be presented to P&Z and Council including public hearings during the February meetings.
6. May 01, 2021 General Election is posted.
  - o The first General Election notice is posted, effective December 14.
7. Town Topics are printed and mailed.

**BOARDS AND COMMISSIONS –**

**Board of Adjustment:**

1. December 2020 meeting:
  - o Special exception for fence (property line) at 206 Johnson Lane
  - o Variance for size of accessory building at 338 Johnson Lane
2. No January BOA meeting scheduled. Pending documentation for a February meeting.

**Economic Development Corporation:**

1. No December meeting. Special meeting with Council January 11, 2021.

**Park Board Advisory Committee:**

2. No December 2020 meeting

**Planning and Zoning Commission –**

1. No November 2020 meeting.
2. December 2020 meeting:
  - o Public hearing and recommended revision to the Thoroughfare Plan.
3. January Special meeting regarding Koval Bakery/Restaurant (Tiverton) on January 11, 2021.

**CURRENT AND PLANNED DEVELOPMENT PROJECTS-**

**Residential:**

- Broadmoor Estates – still putting in utilities.
  - o Set storm drains on Red Oak Creek
- Miracle Farms – Development is on hold.
- 

**Infrastructure:**

- Water Street Bridge-
  - o Ongoing.
- Parking lot expansion at 701 W. Main
  - o Met with engineering firm to review and discuss concerns with the driveway on Main Street.
  - o Made decision for changes to the entrances the week of January 05.



**HONORABLE MAYOR AND CITY COUNCIL OF OVILLA**  
**Administration Monthly Report for January 2021 Council**  
**City Manager - City Secretary**

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- Walking trail to Cassaro is complete.
- Walking trail from Parking lot to municipal building will begin construction January 11, 2021.
- Coordinating a meeting with business owners along Main Street to add walking trail behind local business to better access the downtown area.
- Sidewalk connecting municipal building to Public Works is complete.
- Sidewalk for ADA ramp at Public Works is complete.
- Research ongoing for Park Lighting, storage and park restrooms.
- Streets
  - Crack-sealing along Cockrell Hill Road and asphalt patching along Cockrell Hill Road.

**Misc.**

- Working with Brittain & Crawford, LLC to update our map and establish the Historic District.
- Coordinating meeting with new audit firm and legal counsel to discuss 380 Agreements and benefits to the City.
- Continued negotiations with the Ovilla Baseball Fields Association for an acceptable Agreement.
  - City is replacing ballfield light bulbs the week of January 11, 2021
- Water loss audit is due this year. Public Works is working to prepare for that now.
- Public Works working on the MS-4 Annual report, pending meeting with TCEQ (Covid restrictions)
- Chief Windham submitted equipment COVID reimbursable funds to the TDEM last week.
- Chief Kennedy will complete and submit COVID "payroll" reimbursements to TDEM by December 30.
  - Total for both submittals is over \$200,000.



# DECEMBER 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	Fees Due	Living Sq Ft	Total Sq Ft	Property County
12/1/2020	EDWIN	RODRIGUEZ	839 JOHNSON LN	12/1/2020	2020-0534	Front gate/ fence	13000	295000		25	0	0	0	0	0	0	0	0	25	0	0	ELLIS
12/28/2020	MARISSA	DIMAS	206 JOHNSON LN	12/21/2020	2020-0586	Install a stone/iron fence on the property's building line.	3500	0		25	0	0	0	0	0	0	0	0	25	0	0	ELLIS
12/22/2020	ALICIA	HAMILTON	104 ELMWOOD DR	12/22/2020	2020-0654	My existing fence was falling down on multiple sides and was in need of replacement	0	0		50	0	0	0	0	0	0	0	0	50	0	0	ELLIS
12/2/2020	JEREMY	ATTERBERRY	209 WHITE ROCK CT	12/2/2020	2020-0665	IN GROUND GUNITE POOL	45000	0	2020-022502	645.99	0	0	0	0	0	0	0	0	645.99	0	0	ELLIS
12/9/2020	LORIE	ESTRADA	311 WILLOW CREEK LN	12/8/2020	2020-0666	12X20 pre-fabricated storage shed to be move on to the property (with electricity)	8900	8900		195	0	0	0	0	0	0	0	0	195	0	0	ELLIS
12/3/2020	CHELSEA	BRANTLEY	7241 JUDY DR	12/2/2020	2020-0672	new inground pool	80000	0	2020-022884	887.28	0	0	0	0	0	0	0	0	887.28	0	0	ELLIS
12/4/2020	MARIO	BAUTISTA	107 WESTLAWN DR	12/4/2020	2020-0673	6' WOOD PICKET FENCE	0	0		25	0	0	0	0	0	0	0	0	25	0	0	ELLIS
12/17/2020	VICTOR	MENDEZ	7040 CEDAR CT	12/16/2020	2020-0675	6' SPRUCE STAIN FENCE ON STEEL POST	700	0		25	0	0	0	0	0	0	0	0	25	0	0	ELLIS
12/1/2020	DANIEL	JOHNSON	212 LARIAT TRL	12/1/2020	2020-0677	REPAIR SLAB LEAK THROUGH TUNNEL	0	0	2020-022006	125	0	0	0	0	0	0	0	0	125	0	0	DALLAS
12/9/2020	EMILY	WOOD	711 GEORGETOWN RD	12/8/2020	2020-0679	INSTALLATION OF 38 PANELS	46816	0		325	0	0	0	0	0	0	0	0	325	0	0	ELLIS
12/9/2020	EMILY	WOOD	100 PEBBLE RIDGE CT	12/8/2020	2020-0680	INSTALL 46 SOLAR PANELS	58880	0		325	0	0	0	0	0	0	0	0	325	0	0	ELLIS
12/4/2020	DANIEL	JOHNSON	302 THORNTREE DR	12/4/2020	2020-0681	REROUTE HOT WATER LINE	2000	0		125	0	0	0	0	0	0	0	0	125	0	0	ELLIS
12/8/2020	JERRY	HILL	104 OAK FOREST LN	12/8/2020	2020-0682	WATER HEATER REPLACEMENT	0	0		100	0	0	0	0	0	0	0	0	100	0	0	ELLIS
12/15/2020	LORI	MORRIS	158 CLAREMONT DR	12/9/2020	2020-0684	Inground Swimming Pool	30000	30000		481.89	0	0	0	0	0	0	0	0	481.89	0	0	ELLIS
12/22/2020	CHARTER dba SPECTRUM		104 OVILLA OAKS DR	12/22/2020	2020-0690	122 FT OF NEW OVERLASH FOLLOWED BY 495 FT OF NEW UNDERGROUND AND PLACE A PED THEN WILL BE SERVICEABLE FOR CABLE.	0	0		0	0	0	0	0	0	0	0	0	0	0	0	ELLIS
12/17/2020	ELIZABETH	REYES	745 WESTMORELAND RD		2020-0691	We will put wood fence on sides 7ft tall and horse fence on back 5ft tall	10000	10000		25	0	0	0	0	0	0	0	0	25	0	0	ELLIS
12/15/2020	HILDO	SALVADOR	7040 CEDAR CT	12/15/2020	2020-0692	New installation of lawn sprinklers.	3750	3750		25	0	0	0	0	0	0	0	0	25	0	0	ELLIS
12/15/2020	HILDO	SALVADOR	7031 CEDAR CT	12/15/2020	2020-0693	New Installation of lawn sprinklers.	3300	3300		25	0	0	0	0	0	0	0	0	25	0	0	ELLIS
12/15/2020	HILDO	SALVADOR	7010 CEDAR CT	12/15/2020	2020-0694	New installation of lawn sprinklers.	5000	5000		25	0	0	0	0	0	0	0	0	25	0	0	ELLIS
12/15/2020	MELISSA	BARRIENTES	618 CLINTON ST	12/15/2020	2020-0697	REPLACE 6" FENCE WITH 8" FENCE	9000	0		50	0	0	0	0	0	0	0	0	50	0	0	ELLIS
12/21/2020	RYAN	NEWMAN	713 W MAIN ST	12/21/2020	2020-0699	Run gas service from existing gas main to building at 713 W Main	1	1		0	0	0	0	0	0	0	0	0	0	0	0	ELLIS
12/22/2020	VICTOR	MENDEZ	7010 CEDAR CT	12/21/2020	2020-0701	6' SPRUCE DE STAIN FENCE / STEEL POST ALL POST TO BE INSIDE YARD	1500	0		25	0	0	0	0	0	0	0	0	25	0	0	ELLIS
12/21/2020	PURE ENERGY		132 SUBURBAN DR	12/21/2020	2020-0702	INSTALLATION OF 44 SOLAR PANELS	64813	0	2020-024267	325	0	0	0	0	0	0	0	0	325	0	0	ELLIS

## DECEMBER 2020 REPORT A CONCERNS

Department Assigned	Concern Address	Date Received	Date Entered	Date In Progress	Date Closed	Concern Description
Animal Services	139 SUBURBAN DR		7/18/2020	12/9/2020		<p>Re: RAC-2020-01242</p> <p>My complaint was submitted on 4/21/2020. Resident at 139 Suburban Drive has had three horses on his property since April 12 — over three months now. The smell from the horse manure continues to be disgusting and the amount of flies is also a huge problem. The resident apparently got rid of appliance in back yard but the large pile of debris remains (continuing to attract rodents/snakes) as well as other issues outlined in my complaint.</p> <p>It should not take this long to rectify problems at that residence. I am unable to enjoy the use of my back yard and pool much of the time due to the stench. Their disregard for neighbors, the neighborhood and the City of Ovilla is appalling. If/when I were to decide to sell my home, the lack of upkeep and appearance of that property would definitely affect my property value.</p>
Animal Services	307 JOHNSON LN		10/30/2020	10/30/2020		3 dogs plus 1 in yard, 3 loose on johnson 1 pyrinese 3 smaller. 1 heeler.
Animal Services	465 JOHNSON LN	11/10/2020	11/12/2020	11/12/2020		UNREGISTERED ANIMAL
Animal Services	307 JOHNSON LN	11/12/2020	11/12/2020	11/12/2020		UNREGISTERED ANIMALS
Animal Services	200 COCKRELL HILL RD	11/13/2020	11/13/2020	11/13/2020		BARKING DOG NUISANCE
Animal Services	200 COCKRELL HILL RD	11/13/2020	11/13/2020	11/13/2020		UNREGISTERED ANIMAL
Animal Services	338 JOHNSON LN	11/25/2020	11/30/2020	11/30/2020		
Animal Services	338 JOHNSON LN	11/25/2020	11/30/2020	11/30/2020		UNREGISTERED DOGS
Animal Services	141 WATER ST	11/28/2020	12/1/2020	12/1/2020	12/1/2020	Ovilla PD stray pit bull in yard harrassing owner and dog
Animal Services	115 SILVERWOOD DR	11/30/2020	12/1/2020		11/30/2020	Resident had older sick lab , needed to surrender . delivered to City of Waxahachie for PTS.
Animal Services	108 SUBURBAN DR	11/30/2020	12/1/2020		11/30/2020	owner had older dog, passed away in his arms, requested removal from yard
Animal Services	1928 JUNIPER LN		12/7/2020		12/7/2020	stray dog in yard ,
Animal Services	924 RED OAK CREEK DR		12/15/2020		12/15/2020	2 german shepherds out , electronic gate left open
Animal Services	125 LARIAT TRL		12/16/2020	12/16/2020		mario noticed german shepherd in road
Animal Services	625 W MAIN ST		12/16/2020	12/16/2020	12/22/2020	Randell has stray dog in park
Animal Services	125 LARIAT TRL	12/16/2020	12/17/2020	12/17/2020		DOGS/ANIMAL UNRESTRAINED
Animal Services	125 LARIAT TRL	12/16/2020	12/17/2020	12/17/2020		UNREGISTERED DOGS
Animal Services	100 SILVERWOOD DR		12/18/2020		12/21/2020	2 boxers loose on cockrell hill
Animal Services	100 SILVERWOOD DR	12/18/2020	12/21/2020	12/21/2020		UNRESTRAINED DOGS
Animal Services	100 SILVERWOOD DR	12/18/2020	12/21/2020	12/21/2020		UNREGISTERED DOGS
Animal Services	103 RIDGE WAY GAP		12/29/2020		12/29/2020	<p>property owner Jennifer Worple 103 Ridgeway Gap and mother walking 2 dogs on leashes down 700 block of Ovilla Oaks drive hear 2 dogs coming up from behind them, dogs came from trees area on corner of Woodridge and Ovilla Oaks small dog aggressive , attacked female pit bull mix named Daisy. resident Scott Poteet 705 Ovilla Oaks heard screaming and dog barking came out to see lady holding 2 dogs on leashes and the end of dog fight and 2 dogs identified as the 2 belonging to William Mollet , run back into trees toward 103 Woodridge. Victim dog owner held 2 dogs on leash and yelled for help. Victim dog owner husband was contacted by phone and arrived to help. Aggressive dogs returned to 103 Woodridge. Animal Control contacted by dispatch arrived at victim dog residence as owner was taking dog to vet , had scratches and punctures on face with noticeable area around eyes. Animal control arrived at aggressive dog owner location , female resident refused to allow Animal Control to view dogs, after 30 minute wait male owner William Mollet owner of aggressive dog arrived and upon review of the aggressive dog Animal Control requested they take dog to vet for exam and quarantine suggestion.</p>
Animal Services	103 WOODRIDGE CT		12/29/2020		12/29/2020	<p>property owner Jennifer Worple 103 Ridgeway Gap and mother walking 2 dogs on leashes down 700 block of Ovilla Oaks drive hear 2 dogs coming up from behind them, dogs came from trees area on corner of Woodridge and Ovilla Oaks small dog aggressive , attacked female pit bull mix named Daisy. resident Scott Poteet 705 Ovilla Oaks heard screaming and dog barking came out to see lady holding 2 dogs on leashes and the end of dog fight and 2 dogs identified as the 2 belonging to William Mollet , run back into trees toward 103 Woodridge. Victim dog owner held 2 dogs on leash and yelled for help. Victim dog owner husband was contacted by phone and arrived to help. Aggressive dogs returned to 103 Woodridge. Animal Control contacted by dispatch arrived at victim dog residence as owner was taking dog to vet , had scratches and punctures on face with noticeable area around eyes. Animal control arrived at aggressive dog owner location , female resident refused to allow Animal Control to view dogs, after 30 minute wait male owner William Mollet owner of aggressive dog arrived and upon review of the aggressive dog Animal Control requested they take dog to vet for exam and quarantine suggestion.</p>

## DECEMBER 2020 REPORT A CONCERNS

Code Enforcement	905 RED OAK CREEK DR		12/1/2017	12/1/2017	
Code Enforcement	105 COCKRELL HILL RD RD		1/16/2018		Christmas tree in PD parking lot matter taken care of.
Code Enforcement	520 WESTMORELAND RD	6/14/2018	6/14/2018	6/21/2018	
Code Enforcement	1408 RED OAK CREEK DR		9/5/2018		
Code Enforcement	107 GREENWOOD DR		5/1/2019	5/1/2019	High Grass around property
Code Enforcement	109 GREENWOOD DR		5/1/2019	5/1/2019	High Grass around the property
Code Enforcement	300 E UNIVERSITY ST		5/1/2019	5/1/2019	High Grass, and Junk on 300 and the empty lot next door that is owned by the same person.
Code Enforcement	1408 RED OAK CREEK DR		5/2/2019		I know that this has been addressed, but the CO-OP noticed it also, Motor home parked in front of home, added dirt in front yard to increase parking lot, 3 driveway lanes in front of yard now.
Code Enforcement	3357 OVILLA RD		5/2/2019	2/4/2020	No dumpster screening
Code Enforcement	803 E MAIN ST		5/2/2019	2/4/2020	No dumpster screening.
Code Enforcement	2885 OVILLA RD		5/2/2019	2/4/2020	No dumpster screening
Code Enforcement	705 W MAIN ST		5/2/2019	2/4/2020	No dumpster screening
Code Enforcement	696 W MAIN ST		5/2/2019	2/4/2020	no dumpster screening
Code Enforcement	613 GEORGETOWN RD		5/17/2019		Tall Grass
Code Enforcement	GEORGETOWN RD		5/17/2019		Corner of Hosford Rd & Georgetown- Debris and tall grass.
Code Enforcement	605 MEADOW LARK DR		7/3/2019		Tall Grass
Code Enforcement	JOHNSON LN	7/5/2019	7/5/2019		Concerned about high grass/weeds/snakes.
Code Enforcement	803 E MAIN ST	8/14/2019	8/20/2019	8/20/2019	DUMPSTER SCREENING
Code Enforcement	201 BROOKWOOD CT	8/20/2019	8/21/2019	8/21/2019	OUTSIDE STORAGE
Code Enforcement	1212 RED OAK CREEK DR		11/5/2019		Tall grass at 1212 ROCD
Code Enforcement	338 JOHNSON LN	11/11/2019	11/14/2019	11/14/2019	PARKING VEHICLE IN YARD
Code Enforcement	613 GEORGETOWN RD	3/27/2020	3/27/2020		QUESTIONS REGARDING INSPECTIONS
Code Enforcement	210 WILLIAMSBURG LN	4/24/2020	4/30/2020	4/30/2020	DOG BARKING
Code Enforcement	213 LARIAT TRL	5/8/2020	5/19/2020	5/28/2020	JUNK VEHICLE
Code Enforcement	900 RED OAK CREEK DR	5/15/2020	5/28/2020	5/28/2020	PUBLIC NUISANCE
Code Enforcement	701 OVILLA OAKS DR		6/25/2020	6/24/2020	Received a phone call from a concerned resident living in Ovilla Oaks that attests to walking in his neighborhood daily. Individual advised that there was a dead live-oak at 701 Ovilla Oaks and he voiced concern of it falling and hurting people or damaging the surrounding area. It is a large live-oak.  PW Director and I drove to the location and it is a rather large dead tree and could cause concern if it fell. It is clearly on the residential property. There is what appears to be phone line cable in front of the tree. That could be cause of concern if the tree fell. Not sure what if anything we can do at this time. Please advise.
Code Enforcement	618 GREEN MEADOWS LN	7/1/2020	7/2/2020	7/2/2020	FENCE CONSTRUCTION VIOLATE POLES TO BE ON INSIDE
Code Enforcement	116 LARIAT TRL	7/24/2020	7/24/2020	7/24/2020	FENCE CONSTRUCTION WITHOUT PERMIT
Code Enforcement	621 MEADOW LARK DR	8/26/2020	8/28/2020	8/28/2020	TRAILER PARKING
Code Enforcement	RED OAK CREEK DR		8/28/2020		There has been a significant increase of salesmen walking from house to house on Red Oak Creek Rd in the past month (between S. Westmoreland and Hampton Rd.). They are a public nuisance and often overly-assertive. I cannot find any information regarding the legality of this on the city website or in the Code of Ordinances. Would you please address this soon?  Thank you for helping to make our community a safe and friendly place.
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	11/2/2020	Continual mess at this property. Abatement should be the option if not cleaned up immediately.
Code Enforcement	101 OAKWOOD LN	9/16/2020	9/16/2020	9/16/2020	PUBLIC NUISANCE OUTSIDE STORAGE
Code Enforcement	1203 RED OAK CREEK DR	10/13/2020	10/13/2020	10/13/2020	NEW ROOF WITHOUT PERMIT
Code Enforcement	3153 OVILLA RD	10/22/2020	10/22/2020	10/22/2020	PUBLIC NUISANCE
Code Enforcement	705 W MAIN ST	11/2/2020	11/2/2020	11/2/2020	UNSCREENED OUTSIDE STORAGE
Code Enforcement	102 LARIAT TRL	11/3/2020	11/3/2020	11/3/2020	ROOF REPLACED WITHOUT PERMIT
Code Enforcement	503 FOREST EDGE LN	11/6/2020	11/6/2020	11/6/2020	NEW ROOF ALREADY CONSTRUCTED
Code Enforcement	509 FOREST EDGE LN	11/6/2020	11/6/2020	11/6/2020	NEW ROOF ALREADY CONSTRUCTED
Code Enforcement	513 FOREST EDGE LN	11/6/2020	11/6/2020	11/6/2020	NEW ROOF ALREADY CONSTRUCTED

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Code Enforcement	704 W MAIN ST	11/6/2020	11/6/2020	11/6/2020		BUILDING CONSTRUCTED WITHOUT PERMIT
Code Enforcement	834 E MAIN ST	11/6/2020	11/6/2020	11/6/2020		Cassaro Winery it too loud on the weekends. He cannot hear his television, rest or sleep. He is ill and cannot rest. Additionally, Vertical Church is too loud.
Code Enforcement	834 E MAIN ST	11/6/2020	11/6/2020	11/6/2020		Lights coming from the church at night disturb him - too bright and come into his house. Kids from the church park at his house and have sex - then get out an urinate in the road. He has fussed at them before. Kids from the church school are seen running (track) and come too close to his property - loud and rude.
Code Enforcement	507 FOREST EDGE LN	11/12/2020	11/12/2020	11/12/2020		NO CONTRACTOR REGISTRATION
Code Enforcement	509 FOREST EDGE LN	11/12/2020	11/12/2020	11/12/2020		NO CONTRACTOR REGISTRATION
Code Enforcement	627 WILLIAM DR	11/13/2020	11/16/2020	11/16/2020		PUBLIC NUISANCE OUTSIDE STORAGE
Code Enforcement	205 SPLIT ROCK TER		12/3/2020		12/3/2020	possible squirrel in fireplace
Code Enforcement	622 JOHNSON LN		12/7/2020		12/7/2020	debris on side of road
Code Enforcement	105 COCKRELL HILL RD	12/9/2020	12/9/2020		12/9/2020	At the corner of Lariat @ Westmoreland stop sign was ran over
Code Enforcement	618 CLINTON ST		12/10/2020		12/16/2020	old fence removed. new poles in ground . spoke with owner and builder concerning permit.
Code Enforcement	800 COCKRELL HILL RD	12/9/2020	12/10/2020	12/10/2020		BRUSH PILED
Code Enforcement	JOHNSON LN		12/11/2020		12/11/2020	debris in ditch
Code Enforcement	372 JOHNSON LN		12/14/2020	12/14/2020	12/16/2020	can left out
Code Enforcement	372 JOHNSON LN	12/14/2020	12/15/2020	12/15/2020		TRASH CONTAINERS LEFT OUT
Code Enforcement	901 RED OAK CREEK DR		12/15/2020	12/16/2020		iron fence in need of painting and repair
Code Enforcement	901 RED OAK CREEK DR	12/15/2020	12/16/2020	12/16/2020		FENCE NEEDING REPAIR
Code Enforcement	206 WILLOW CREEK LN		12/18/2020	12/28/2020		flatwork poured patio and driveway no permit issued
Code Enforcement	100 BURTONWOOD CIR	12/21/2020	12/21/2020	12/21/2020	12/31/2020	street light out corner Johnson Lane and Burtonwood reported by venters , reported to Oncor
Code Enforcement	613 GREEN MEADOWS LN	12/18/2020	12/21/2020	12/21/2020		ROOF CONSTRUCTION WITHOUT PERMIT
Code Enforcement	613 GREEN MEADOWS LN	12/18/2020	12/21/2020	12/21/2020		ROOF CONSTRUCTION WITHOUT PERMIT
Code Enforcement	3321 OVILLA RD	12/30/2020	12/31/2020	12/31/2020		Received a late evening call from a Council member asking Code to check Ovilla Auto for violations, stating that some junked vehicles had been visible for longer than 90-days. Additionally, the outside visible area was junky and needed cleaning up.

Drainage	7051 PLUM CT	7/28/2020	7/28/2020			Continued concerns resulting from water run off coming from adjacent home built by Lillian Homes. Complainant's pool is under water. Lillian has not done as promised in building 94 ft retaining wall - per meeting with Lillian Homes rep Gary.
Drainage	201 WILLOW WOOD LN	7/31/2020	7/31/2020			Approximately a year ago, culvert and ditch work was conducted along Westlawn to Willow Wood. MS Huber has advised that work was never completed and would like to see that happen.
Drainage	105 COCKRELL HILL RD RD	9/21/2020	9/21/2020			709 Buckboard need to jet out culvert
Drainage	105 COCKRELL HILL RD	1/7/2021	1/7/2021			Clean out drainage ditch Westlawn dirt ramp that was made for equipment for public works parking lot

Facilities	105 COCKRELL HILL RD RD	9/16/2019	1/12/2020			Please take the containers to the retention room for storage - as well as the 2 matching mauve chairs. Thank you.
Facilities	105 COCKRELL HILL RD RD	1/27/2020	1/27/2020			Please deliver books for the BOA this afternoon.
Facilities	105 COCKRELL HILL RD RD	2/5/2020	2/5/2020			UPDATE: 2- 18 EDC MTG @ 6 BOA MTG @ 7 (take down 'special' from the last boa) ALSO add: Special Council Mtg today 2-5 @ 4:30 PM
Facilities	105 COCKRELL HILL RD RD	2/12/2020	2/12/2020			BOA books to be delivered please - they are ready
Facilities	105 COCKRELL HILL RD RD	2/18/2020	2/14/2020			Add: Spaghetti Dinner 2-21 @ 6
Facilities	105 COCKRELL HILL RD RD	3/23/2020	3/23/2020			Thank you! The marquee looks good!
Facilities	105 COCKRELL HILL RD RD	4/29/2020	4/29/2020			The reflectors for the entrance to City Hall are gone. (the hole) Please replace.
Facilities	105 COCKRELL HILL RD RD	5/8/2020	5/8/2020			2 Council Member books are ready to be delivered ASAP Thank you.
Facilities	105 COCKRELL HILL RD RD	5/29/2020	5/29/2020			In order to have enough COVID spread out room for tonight's meeting - we do need the desk out of the Council chamber room. (it is trash) Thank you - G
Facilities	105 COCKRELL HILL RD RD	6/10/2020	6/10/2020	6/12/2020		PLEASE SCHEDULE TO SWITCH CITY MANAGER'S OFFICE WITH CONFERENCE ROOM ON THURSDAY MORNING, 6/11/20

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Facilities	105 COCKRELL HILL RD RD	6/10/2020	6/10/2020			NEED TO PAINT SMALL SECTION OF WALL IN FRONT OFFICE
Facilities	105 COCKRELL HILL RD RD		6/15/2020			NEED TO PAINT CITY MANAGER'S NEW OFFICE The Lights in the men's bathroom at the PD are messing up and out again. Ansley looked at it before and thinks there is an electrical issue. Chief would like for the lights to be looked at and the strobe lighting to be fixed. Please let me know when you can come look at it.
Facilities	105 COCKRELL HILL RD RD	7/6/2020	7/6/2020			PLEASE INSTALL THE TWO SIGNS IN THE TWO PARKING SPACES IN FRONT OF THE FIRE DEPARTMENT FOR THE FIRE CHIEF AND DEPUTY FIRE CHIEF.
Facilities	105 COCKRELL HILL RD RD	7/28/2020	7/28/2020			Please take down the information regarding fireworks on the Marquee Please keep the 'see city website for updates' posted  ****MARQUEE NEEDS TO SAY 'SEE CITY WEBSITE FOR UPDATES' ABOVE THE WEBSITE ADDRESS, PLEASE****
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	11/6/2020	11/6/2020			NEED TO MOVE CHAIRS BACK INTO THE COUNCIL ROOM ON MONDAY MORNING
Facilities	105 COCKRELL HILL RD	11/6/2020	11/6/2020	11/6/2020		There are two Legal gun notices that will need to be mounted on the outside of the Council Chamber. (they are the signs with the heavy bases. they are ruining our carpet) Thank you
Facilities	105 COCKRELL HILL RD	11/11/2020	11/11/2020	11/11/2020		Please move the rest of the maps out of the Council Chamber Room before end of week. Red had said that he will take them to new PW building and go thru them, there were additional in the far closet that got missed. Thank you -g
Facilities	105 COCKRELL HILL RD	12/3/2020	12/3/2020		12/8/2020	NEED TO ADD:  CHRISTMAS TREE LIGHTING 12/5/20 AT 6PM - HERITAGE PARK  NEED TO REMOVE:  DEC 7 PARK BOARD MTG 5PM
Facilities	105 COCKRELL HILL RD	12/7/2020	12/7/2020	12/7/2020	12/8/2020	PLEASE PICK UP ALL OF THE CHRISTMAS TREE LIGHTING SIGNS AROUND TOWN.
Facilities	105 COCKRELL HILL RD	12/18/2020	12/18/2020		12/21/2020	PLEASE UPDATE THE MARQUEE ADDING: HAPPY HOLIDAYS CITY OFFICES CLOSED 12/24-25 REMOVE: COUNCIL MEETING
Facilities	105 COCKRELL HILL RD		12/29/2020	12/29/2020	12/30/2020	Marquee to be updated for the New Year Holiday. CITY OFFICES CLOSED FOR THE HOLIDAY JAN 1
Facilities	105 COCKRELL HILL RD	12/31/2020	12/31/2020	12/31/2020		It was reported that the garage area has a couple of leaks from the rain. Please check the retention room for leaks. Thank you.

Parks	105 COCKRELL HILL RD RD	5/12/2020	5/12/2020			Large tree has fallen in the creek heritage park at the water fall needs to be removed
Parks	ASHBURN GLEN CIR	10/9/2020	10/9/2020	10/9/2020		Ashburne Glen park coming off forest edge side walk is lifting creating a tripping hazard
Parks	105 COCKRELL HILL RD	10/26/2020	10/30/2020	10/30/2020		STARTING DAY FOR REMOVAL AND INSTALLATION OF NEW EQUIPMENT AT CINDY JONES PARK.
Parks	105 COCKRELL HILL RD	11/4/2020	11/4/2020	11/4/2020		Refinish 2 spring riding amusement features for parks
Parks	105 COCKRELL HILL RD	11/12/2020	11/12/2020	11/12/2020		PL1 Huber asks that the Service League building be painted.
Parks	105 COCKRELL HILL RD	11/23/2020	11/24/2020	11/23/2020		TREES IN CINDY JONES PARK NEED TO BE TRIMMED .
Parks	105 COCKRELL HILL RD		12/2/2020	12/2/2020	12/3/2020	KIDDIE KUSHION PLASTIC BORDER NEEDS TO BE INSTALLED
Parks	105 COCKRELL HILL RD	12/2/2020	12/2/2020	12/2/2020		HERITAGE WOMAN REST ROOM ONE TOILET NOT WORKING.
Parks	105 COCKRELL HILL RD	12/3/2020	12/3/2020	12/3/2020	12/3/2020	PARKING LOT AT HERITAGE NEEDS TO BE GRADED TO FILL IN POT HOLES

Street Department	COCKRELL HILL RD		11/16/2017	11/17/2017		Pothole on Cockrell Hill Rd near the culvert south of the south Ashburne Glen Entrance.
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## DECEMBER 2020 REPORT A CONCERNS

Street Department	907 ovilla oaks		11/28/2017	11/28/2017	Pick up tree limbs in the ditch on E. Highland on the north side of the bridge.
					packets to deliver to council.
Street Department	105 COCKRELL HILL RD RD		2/8/2018	2/8/2018	Doug Hunts book goes by the rock - per Mrs. Hunt
Street Department	100 CUMBERLAND DR		2/14/2018		Thank you!!
					A VEHICLE HAS ATTEMPTED TO PUSH OVER A STOP SIGN AT OVILLA RD AND CUMBERLAND DR.
Street Department	105 COCKRELL HILL RD RD		2/16/2018	2/16/2018	BOA packet delivery.
					Betik: special instructions to enter thru front gate by mailbox and leave on porch at door.
Street Department	104 HIGH RIDGE CT	5/4/2018	5/4/2018		Need street repairs at 104 High Ridge due to garbage trucks pulling in and trying to turn in cul de sac. Also at the entry of Thorntree and Cockrell Hill needs repairs.
Street Department	639 JOHNSON LN		5/21/2018		Several Potholes on Johnson Lane west of Duncanville Rd to Joe Wilson Rd. This address is only used as a place holder for the vicinity of this issue.
Street Department	842 RED OAK CREEK DR		7/5/2018		signs were taken out in vehicle accident.
Street Department	105 COCKRELL HILL RD RD	9/3/2019	9/3/2019	9/3/2019	Received notice from concerned citizen of low hanging tree limbs/branches from Pickard property/Main Street down north Cockrell Hill Road. These limbs hang over the road.
Street Department	204 WINDING WAY CT		9/4/2019		Ditches are not steep enough to prevent water from flowing off the road and into my years causing my front yard to have large amounts of standing water and erode . Same with side yard . Came to five a week ago to file complaint . It was made and was told problem would be addressed . Nothing has been done , nor have me and my family been contacted by anyone , in reference to this . Water has eroded our front yard bad enough to cause roots from standing trees to be fully exposed causing hazard to house .
Street Department	105 COCKRELL HILL RD RD		1/28/2020		CITIZEN STATES THAT THE BUMPS ON THE BRIDGE ON WESTMORELAND ARE TERRIBLE AND NEED TO BE FIXED BEFORE IT RUINS SOMEONES TIRES.
Street Department	105 COCKRELL HILL RD RD	2/27/2020	2/27/2020		Main Street to North Cockrell Hill Road the streets are showing bad places. Sub-grade is coming up. Please check this area and set a plan of action for repairs and maintenance.
Street Department	105 COCKRELL HILL RD RD	3/30/2020	3/30/2020		Cockrell Hill Road is showing a lot of alligating from the Ellis/Dallas County line all through to the light at 664. Some areas are really bad and need resurfacing, not just a pothole fill.
Street Department	615 BUCKBOARD ST	3/31/2020	3/31/2020		615 BuckBoard Need to correct drainage issue. The culvert is clogged The drive way of the resident is on Silver Spur rd.
Street Department	SHILOH RD		4/23/2020		East bound shiloh Road, West of Ovilla Road. Limbs and tee debris protruding into the road.
Street Department	105 COCKRELL HILL RD RD	5/15/2020	5/15/2020		Patch pothole at Pickard Bridge turning off Ovilla RD
Street Department	RED OAK CREEK DR		5/17/2020		Many tree branches growing out into the road on the sides and also low hanging branches need trimming. On the first curve to the left going south after passing the Methodist Church there is a small tree on east side of curve that really needs taking out as it does trike vehicles.
Street Department	741 WESTMORELAND RD	5/22/2020	5/26/2020		Rough patch of road several pot holes in area along 741 Westmoreland
Street Department	SHILOH RD	7/15/2020	7/15/2020		7211 Shiloh end of culvert was ran over that crosses shiloh due to car accident and the delineator sign was knocked down need to reset sign and jack up the end of culvert the best as possible
Street Department	144 WATER ST	7/18/2020	7/18/2020		No trespassing sign - was taken down by unknowns and tacky message left on pole.
Street Department	105 COCKRELL HILL RD RD	7/27/2020	7/27/2020	7/27/2020	Public works to start vehicle and equipment inspections daily
Street Department	201 WILLOW WOOD LN	7/31/2020	7/31/2020		MS Huber would like speed humps on Willowwood. She advised that police have issued citations but the speeding continues.
Street Department	105 COCKRELL HILL RD RD	8/6/2020	8/6/2020		Purchase paint to spray storage containers
Street Department	105 COCKRELL HILL RD RD	8/6/2020	8/6/2020		Need to take F250 service truck to sardis tire to have new tires mounted
Street Department	123 SUBURBAN DR	8/10/2020	8/10/2020		Utility pole is leaning. Per James, have someone drive by to check it out.
Street Department	105 COCKRELL HILL RD RD	8/19/2020	8/19/2020		Spread and pack road base pad 14'x36' for foundation of new deck being built Pw building
Street Department	105 COCKRELL HILL RD RD		8/19/2020		Pass out notices drainage and road construction Georgetown & Buckboard
Street Department	105 COCKRELL HILL RD RD	8/19/2020	8/19/2020		Pull forms off of new paved sidewalk and backfill
Street Department	105 COCKRELL HILL RD RD		8/20/2020		finish cutting grooves every 5' on new paved sidewalk
Street Department	600 BUCKBOARD ST	8/27/2020	8/27/2020		600 Buckboard need to patch pothole
Street Department	121 WATER ST	8/27/2020	8/27/2020		haul off broken tree limb that fell onto property from city drainage easement
Street Department	112 CLAREMONT DR		8/28/2020		Still has a Progressive recycle bin and tried several times to get it collected. Please pick it up on Monday, will be sitting out by 7 am.
Street Department	744-A COCKRELL HILL RD	8/31/2020	8/31/2020		Mow and weed eat right of way 744-A Cockrell Hill Rd
Street Department	JOHNSON LN		9/9/2020		Needs a new stop sign at Green Meadows and Johnson Ln
Street Department	105 COCKRELL HILL RD RD	9/9/2020	9/9/2020		mark the lay out for the new parking lot
Street Department	133 WATER ST	9/1/2020	9/9/2020		correct the drainage behind 133 Water st that catches water runoff from city property

## DECEMBER 2020 REPORT A CONCERNS

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	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	9/16/2020	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 LARIAT TRL		9/18/2020		103 Lariat, 105 Lariat low hanging tree limbs hitting school buses. At the intersection of Lariat @ Westmoreland trim back tree branches blocking visibility pulling onto Westmoreland.
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
Street Department	105 COCKRELL HILL RD RD	10/1/2020	10/1/2020		Grade dirt with box blade on the hill by city of ovilla sign
Street Department	105 COCKRELL HILL RD RD	10/5/2020	10/6/2020		Texas Bit in progress of laying new asphalt roads North ends of Buckboard, Georgetown, and connecting street of Silver Spur
Street Department	105 COCKRELL HILL RD RD	10/8/2020	10/8/2020		At the intersection of Shiloh and Bryson rough section of road with continuous pot holes West bound Ln of Shiloh
Street Department	827 RED OAK CREEK DR	10/8/2020	10/8/2020		827 Red Oak Creek replace old Ovilla City Limit sign
Street Department	105 COCKRELL HILL RD RD	10/9/2020	10/9/2020		Northwood and that section of Brookwood are in bad shape and require much needed road repairs.
Street Department	913 RED OAK CREEK DR	10/13/2020	10/13/2020		RESIDENT CALLED TO REQUEST STREET LIGHT. HE SPOKE TO ONCOR AND WAS DIRECTED TO THE CITY TO DO A STUDY AND US REQUEST A LIGHT WITH ONCOR. SAID HE ON A CURVE AND IT IS VERY DARK.
Street Department	105 COCKRELL HILL RD	10/19/2020	10/19/2020		Help Parks dept. remove concrete culverts, broken concrete slap etc. (Silver Spur Park)
Street Department	105 COCKRELL HILL RD	10/21/2020	10/21/2020		Texas Bit completed the overlay of parking lots to City Hall, Police Station.
Street Department	105 COCKRELL HILL RD	10/14/2020	10/28/2020		At the entrances of Cardinal & Meadowlark install slow children at play sign
Street Department	105 COCKRELL HILL RD	10/29/2020	10/29/2020		Help Parks dept. clean up Cindy Jones Park for the installation of new play ground equipment
Street Department	105 COCKRELL HILL RD	10/30/2020	10/30/2020		Go to Sunnyvale Plant pick up 5 tons of cold mix asphalt
Street Department	105 COCKRELL HILL RD	11/6/2020	11/6/2020		Pick up 6 yards of sand (Living Earth)
Street Department	105 COCKRELL HILL RD	11/30/2020	12/1/2020	12/10/2020	Start crack sealing sector #1 Ovilla Oaks
Street Department	JOHNSON LN	12/4/2020	12/4/2020	12/4/2020	Several potholes on Johnson Ln
Street Department	200 SILVERWOOD DR	12/2/2020	12/4/2020	12/2/2020	Help clean up property from service line leak repair. And bury 1' service line
Street Department	105 COCKRELL HILL RD	12/3/2020	12/4/2020	12/3/2020	Haul kiddie cushion to Ashburn Glen Park and stake down 12' playground border
Street Department	105 COCKRELL HILL RD	12/4/2020	12/4/2020	12/4/2020	Hang lights Heritage Park restroom
Street Department	902 COCKRELL HILL RD	12/8/2020	12/9/2020	12/8/2020	Need to dig out crumbled alligator spot 902 Cockrell Hill for street repair
Street Department	105 COCKRELL HILL RD	12/8/2020	12/9/2020		Need to pick up 9 tons of asphalt
Street Department	911 RED OAK CREEK DR	12/9/2020	12/9/2020	12/11/2020	Called stated that between 911 and 913 there is a bit pothole started and is worried about it is such a narrow street.
Street Department	749 COCKRELL HILL RD	12/9/2020	12/9/2020	12/9/2020	dig out crumbled alligator bad spot 749 Cockrell Hill prep for asphalt overlay
Street Department	105 COCKRELL HILL RD	12/9/2020	12/9/2020	12/9/2020	Need to pick up 5 tons of hot mix asphalt
Street Department	105 COCKRELL HILL RD	12/10/2020	12/11/2020		Start crack sealing sector #2 Water St, Westlawn, Silverwood, Greenwood, Willowwood, Shadowwood, Lariat Suburban, Westmain, Cockrell Hill Rd
Street Department	105 COCKRELL HILL RD	12/11/2020	12/11/2020	12/11/2020	Take the Ford F250 service truck to Kwik Kar for inspection
Street Department	721 WESTMORELAND RD	12/14/2020	12/14/2020	12/18/2020	Need to patch pot hole 721 Westmoreland
Street Department	1707 S Joe Wilson RD	12/14/2020	12/14/2020	12/18/2020	Need to patch pot hole 1707 Joe Wilson
Street Department	105 COCKRELL HILL RD	12/14/2020	12/14/2020	12/18/2020	Need to patch pot holes Shiloh Rd and Bryson Rd to city limit sign
Street Department	105 COCKRELL HILL RD	12/14/2020	12/15/2020	12/14/2020	Help parks dept. with Cindy Jones Park install play ground borders and spread kiddie cushion
Street Department	105 COCKRELL HILL RD	12/29/2020	12/29/2020	12/29/2020	Need to Order 4.5 yards of concrete to finish paving formed sidewalks public works facilities
Street Department	105 COCKRELL HILL RD	12/28/2020	12/31/2020	12/28/2020	The Meadowwood street signed has fallen at the intersection of Meadowwood and Brookwood
Street Department	105 COCKRELL HILL RD	12/31/2020	12/31/2020	12/31/2020	Certain city offices are encountering rain water coming inside the building: Front city hall office, garage at the police station.

Water/Wastewater	720 E HIGHLAND ROAD	3/27/2020	3/31/2020		PLEASE GET READING..THANKS
Water/Wastewater	1941 DUNCANVILLE RD		6/4/2020		Need to replace wheel valve at the meter with an angle stop. old wheel valve is leaking.
Water/Wastewater	105 COCKRELL HILL RD RD		7/8/2020		Take monthly water samples and carry to the lab.
Water/Wastewater	1940 DUNCANVILLE RD	8/12/2020	8/12/2020		Check for water leak at the meter box

## DECEMBER 2020 REPORT A CONCERNS

Water/Wastewater	615 GEORGETOWN RD		8/25/2020			There is a super slow leak at the corner of Georgetown and Silver Spur on the 4" water main. Make necessary repairs , Locates are submitted
						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. I expect a call or text to 214-226-7483 or the courtesy of a reply by email. 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. Please advise ASAP when we may expect to have the basic necessity of water service flowing from our taps. Thank you
Water/Wastewater	202 SPLIT ROCK TER	9/8/2020	9/9/2020			
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	609 CARDINAL DR	9/22/2020	9/22/2020			Check for meter leak
Water/Wastewater	818 COCKRELL HILL RD		10/5/2020			Replace angle stop the old one is leaking and hard to operate.
						Concerns that a large log is leaning on a sewer line behind their home. Additionally, the creek behind their home is blocked/stopped up, keeping the creek water from draining/running properly. This stagnant water causes more mosquito breeding.
Water/Wastewater	109 OAK FOREST LN	11/9/2020	11/9/2020			
Water/Wastewater	611 GREEN MEADOWS LN	11/30/2020	11/30/2020			PLEASE GET IN-READ TODAY NOV 30TH
Water/Wastewater	615 CARDINAL DR	12/2/2020	12/2/2020	12/2/2020		PLEASE UNLOCK BOX/ GET READING FOR NEW CUSTOMER **DEC 2ND**
Water/Wastewater	313 WILLOW CREEK LN		12/2/2020			Check the water meter for a water leak. Customer states that we have a leak on our side of the meter.
						FINAL OUT READING/LOCK BOX **TODAY DEC 3RD**
Water/Wastewater	817 COCKRELL HILL RD	12/3/2020	12/3/2020	12/3/2020		NO NEW CUSTOMER APPLICATION
Water/Wastewater	817 COCKRELL HILL RD	12/3/2020	12/3/2020	12/3/2020		Unlock box for new customer 12/3/2020
Water/Wastewater	105 COCKRELL HILL RD	12/7/2020	12/7/2020	12/7/2020		Put meter books in PW basket, please start readings 12/14/20
						1.Daily site checks of Overhead Water Tower, Pumpstation and Liftstation. Check for any pump failures, power failures or any other issues that may interrupt service to the system. Also check fencing, gates, signage, and locks that secure all locations.
Water/Wastewater	1908 DUNCANVILLE RD		12/8/2020	12/7/2020		
						2.Perform Daily (NAP) Nitrification Action Plan at all state approved sampling locations and log all readings to the state approved reporting forms. •Ground Storage Tank- Outside sampling location (Upstream) •Pump Room Sample Port (Downstream) •114 Silverwood (Average Age) •607 Cardinal (High Age Water) •304 Ovilla Oaks (High Age Water)
Water/Wastewater	1908 DUNCANVILLE RD		12/8/2020	12/7/2020		
Water/Wastewater	105 COCKRELL HILL RD		12/8/2020	12/28/2020		Collect monthly water Bacti sample and carry them to the TRA lab
						2.Perform Daily (NAP) Nitrification Action Plan at all state approved sampling locations and log all readings to the state approved reporting forms. •Ground Storage Tank- Outside sampling location (Upstream) •Pump Room Sample Port (Downstream) •114 Silverwood (Average Age) •607 Cardinal (High Age Water) •304 Ovilla Oaks (High Age Water)
Water/Wastewater	1908 DUNCANVILLE RD		12/8/2020	12/8/2020		
						1.Daily site checks of Overhead Water Tower, Pumpstation and Liftstation. Check for any pump failures, power failures or any other issues that may interrupt service to the system. Also check fencing, gates, signage, and locks that secure all locations.
Water/Wastewater	1908 DUNCANVILLE RD		12/8/2020	12/8/2020		
Water/Wastewater	105 COCKRELL HILL RD		12/8/2020	12/8/2020		Dustin Cleveland helped the streets dept with road repairs on Cockrell Hill. Rd (8Hr day)
Water/Wastewater	507 FOREST EDGE LN	12/9/2020	12/9/2020	12/11/2020		PLEASE GET FINAL OUT READING ***DECEMBER 11TH**/DO NOT LOCK BOX/NEW CUSTOMER APPLICATION RECEIVED

## DECEMBER 2020 REPORT A CONCERNS

Water/Wastewater	1908 DUNCANVILLE RD		12/9/2020	12/9/2020	2.Perform Daily (NAP) Nitrification Action Plan at all state approved sampling locations and log all readings to the state approved reporting forms. •Ground Storage Tank- Outside sampling location (Upstream) •Pump Room Sample Port (Downstream) •114 Silverwood (Average Age) •607 Cardinal (High Age Water) •304 Ovilla Oaks (High Age Water)
Water/Wastewater	1908 DUNCANVILLE RD		12/9/2020	12/9/2020	1.Daily site checks of Overhead Water Tower, Pumpstation and Liftstation. Check for any pump failures, power failures or any other issues that may interrupt service to the system. Also check fencing, gates, signage, and locks that secure all locations.
Water/Wastewater	105 COCKRELL HILL RD		12/9/2020	12/9/2020	Dustin Cleveland helped the streets dept with road repairs on Cockrell Hill . Rd
Water/Wastewater	1908 DUNCANVILLE RD		12/10/2020	12/10/2020	1.Daily site checks of Overhead Water Tower, Pumpstation and Liftstation. Check for any pump failures, power failures or any other issues that may interrupt service to the system. Also check fencing, gates, signage, and locks that secure all locations.
Water/Wastewater	1908 DUNCANVILLE RD		12/10/2020	12/10/2020	2.Perform Daily (NAP) Nitrification Action Plan at all state approved sampling locations and log all readings to the state approved reporting forms. •Ground Storage Tank- Outside sampling location (Upstream) •Pump Room Sample Port (Downstream) •114 Silverwood (Average Age) •607 Cardinal (High Age Water) •304 Ovilla Oaks (High Age Water)
Water/Wastewater	612 GREEN MEADOWS LN	12/9/2020	12/10/2020	12/11/2020	PLEASE CHECK WATER PRESSURE. CUSTOMER SAYS THAT WHEN THEY TURN ON THE WATER IN THE KITCHEN IT HAS AIR POCKET.
Water/Wastewater	1908 DUNCANVILLE RD		12/14/2020	12/14/2020	1.Daily site checks of Overhead Water Tower, Pumpstation and Liftstation. Check for any pump failures, power failures or any other issues that may interrupt service to the system. Also check fencing, gates, signage, and locks that secure all locations.
Water/Wastewater	1908 DUNCANVILLE RD		12/14/2020	12/14/2020	2.Perform Daily (NAP) Nitrification Action Plan at all state approved sampling locations and log all readings to the state approved reporting forms. •Ground Storage Tank- Outside sampling location (Upstream) •Pump Room Sample Port (Downstream) •114 Silverwood (Average Age) •607 Cardinal (High Age Water) •304 Ovilla Oaks (High Age Water)
Water/Wastewater	104 LARIAT TRL	12/14/2020	12/14/2020	12/14/2020	PLEASE GET REREAD/CUSTOMER STATING HIGH BILL USAGE
Water/Wastewater	113 OAKWOOD LN	12/14/2020	12/14/2020	12/15/2020	PLEASE GET FINAL OUT READ **12/15/20**
Water/Wastewater	105 MEADOWWOOD LN	12/17/2020	12/17/2020	12/17/2020	NEW CUSTOMER/UNLOCK BOX/IN READ
Water/Wastewater	105 COCKRELL HILL RD	12/18/2020	12/18/2020	12/18/2020	FINAL OUT FROM LAST CUSTOMER: 1688.2
Water/Wastewater	105 COCKRELL HILL RD	12/18/2020	12/18/2020	12/18/2020	attached December 2020 reread list
Water/Wastewater	105 COCKRELL HILL RD	12/18/2020	12/18/2020	12/29/2020	please see attached December 2020 repair list
Water/Wastewater	106 WINDING WAY CT	12/18/2020	12/18/2020	12/18/2020	PLEASE GET FINAL OUT READ/LOCK BOX DECEMBER 18TH
Water/Wastewater	206 WILLOW CREEK LN	12/18/2020	12/21/2020	12/18/2020	NO NEW APPLICATION REC'D
Water/Wastewater	101 NORTHWOOD ST	12/22/2020	12/22/2020	12/28/2020	service line leak 206 and 208 Willow Creek Ct
Water/Wastewater	835 COCKRELL HILL RD	12/23/2020	12/23/2020	12/23/2020	FINAL OUT READING / LOCK BOX
Water/Wastewater	1202 RED OAK CREEK DR	12/28/2020	12/28/2020	12/29/2020	***DECEMBER 28TH***
Water/Wastewater					NO NEW APPLICATION REC'D
Water/Wastewater					Serv. Add. showing consumption/showed meter has been pulled/ if meter get meter # and lock
Water/Wastewater					PLEASE GET FINAL OUT READING **DEC 29TH**
Water/Wastewater					DO NOT LOCK BOX/NEW CUST APP REC'D

## DECEMBER 2020 REPORT A CONCERNS

						ACROSS THE STREET/END OF DRIVE WAY,
Water/Wastewater	1202 RED OAK CREEK DR	12/28/2020	12/28/2020			NEIGHBOR CALLED STATING ITS NOT AT ADDRESS BUT ACROSS THE STREET/BEEEN LEAKING FOR A MONTH
Water/Wastewater	105 COCKRELL HILL RD	12/29/2020	12/29/2020		12/29/2020	PLEASE TAKE UTILITY BILLS TO POST OFFICE BY 2PM.

Zoning	105 COCKRELL HILL RD RD	9/1/2020	9/3/2020			Ashburne Glen is working on new landscaping and has gone beyond the 10x10 section allowed on the final plat. Please measure the area beyond the 10x10 area.
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