

# City of OVILLA City Council

Rachel Huber, Place One  
Dean Oberg, Place Two

Richard Dormier, Mayor  
Doug Hunt Place Four, Mayor Pro Tem

David Griffin, Place Three  
Michael Myers, Place Five

Tuesday, October 12, 2021

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

Council Chamber Room

## AGENDA

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Ovilla, to be held on **Tuesday, October 12, 2021**, at **6:30 P.M.** in the Ovilla Municipal Building, Council Chamber Room, 105 S. Cockrell Hill Road, Ovilla, Texas, 75154, for the purpose of considering the following items:

**I. CALL TO ORDER**

- Invocation – *led by PL2 Dean Oberg*
- US. Pledge of Allegiance and TX Pledge – *led by PL3 David Griffin*

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

- Fire Safety/Fire Prevention Month Proclamation.

**III. CITIZENS 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.*

**IV. 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.*

- C1. Financial Transactions over \$5000
- C2. Minutes of the Regular Council Meeting of September 13, 2021
- C3. Emergency Services District #2 Annual Service Agreement.
- C4. Emergency Services District #4 Annual Service Agreement.
- C5. BKD Engagement Letter for audit services, ended September 30, 2021.

**V. REGULAR AGENDA**

**ITEM 1.** DISCUSSION/ACTION – Receive recommendation from the Planning and Zoning Commission to consider and act on a preliminary plat application filed by Tomorrow Realty Investment for a 120-acre residential subdivision development, Forest Creek Estates, legal description being 1337 RM Billingsley and 75 J Billingsley, City of Ovilla, Ellis County, Texas, more commonly known as the Miracle Properties on Johnson Lane, west of Duncanville Road, Ovilla, Ellis County, Texas, 75154.

**ITEM 2.** DISCUSSION/ACTION – Consideration of and action on a revised concept plan for the development of walking trails, and placement of public restrooms and the pavilion at Founders Park.

**ITEM 3.** DISCUSSION/ACTION – Consideration of and action on Ord 2021-20 of the City of Ovilla, Texas, amending Appendix A, Article A8.000, Section A8.004(3)(c) of the Code of Ordinances of the City of Ovilla, Texas; providing inspection fees based on improvement cost; providing a severance

# *City of OVILLE City Council*

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clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

**ITEM 4.** **DISCUSSION/ACTION** – Consideration of and action on Ord 2021-21 of the City of Ovilla, Texas, repealing Chapter 4, Article 4.10, Section 4.10.002(g); providing revised regulations pertaining to mobile food vendor operations on private property and commercial business property; 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 5.** **DISCUSSION/ACTION** – Consideration of and action authorizing the mayor to execute an agreement with Headstrong Environmental Services LLC, for the asbestos removal at city hall.

**ITEM 6.** **DISCUSSION/ACTION** – Consideration of and action authorizing the mayor to execute an agreement with Resource Environmental Consulting, Inc., for the asbestos removal at 708 W. Main Street.

**ITEM 7.** **DISCUSSION/ACTION** – Consideration of and action authorizing the mayor to execute two employee reimbursement agreements.

**ITEM 8.** **DISCUSSION** – Update and discuss staffs initial plans for the renovations of the police station and city offices.

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

## **VI. STAFF REPORTS**

- **Department Activity Reports / Discussion**
  - Police Department Chief J. Bennett
  - Fire Department Chief B. Kennedy
  - Public Works Departments Public Works Director J. Kuykendall
    - 1. Construction/Development
    - 2. Water/wastewater
    - 3. Streets
    - 4. Parks
    - 5. Code/Animal Control Reports
  - Administration
    - 1. Financials Finance Director S. Jungman
      - a) Municipal Court Report
    - 2. Administration City Manager P. Woodall
      - Interim 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).

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

# City of O'VILLA City Council

Rachel Huber, Place One  
Dean Oberg, Place Two

Richard Dormier, Mayor  
Doug Hunt Place Four, Mayor Pro Tem

David Griffin, Place Three  
Michael Myers, Place Five

## VIII. ADJOURNMENT

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF THE NOTICE OF the October 12, 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 October 2021 prior to 6:00 p.m., in compliance with Chapter 551, Texas Government Code.

*Glennell Miller*  
Glennell Miller, Interim City Secretary

DATE OF POSTING: 10.8.21 TIME: 3:30 am/pm  
DATE TAKEN DOWN: \_\_\_\_\_ TIME: \_\_\_\_\_ am/pm



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

*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.*

**PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.**

**CONFORME A LA SECCIÓN 30.06 DEL CÓDIGO PENAL (ENTRADA SIN AUTORIZACIÓN POR TITULAR DE LICENCIA CON UNA PISTOLA OCULTA), UNA PERSONA CON LICENCIA BAJO EL SUBCAPÍTULO H, CAPÍTULO 411 DEL CÓDIGO DE GOBIERNO (LEY DE LICENCIAS DE PISTOLAS), NO PUEDE ENTRAR EN ESTA PROPIEDAD CON UNA PISTOLA OCULTA.**

**PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY.**

**CONFORME A LA SECCIÓN 30.07 DEL CÓDIGO PENAL (ENTRADA SIN AUTORIZACIÓN POR TITULAR DE LICENCIA CON UNA PISTOLA VISIBLE), UNA PERSONA CON LICENCIA BAJO EL SUBCAPÍTULO H, CAPÍTULO 411 DEL CÓDIGO DE GOBIERNO (LEY DE LICENCIAS DE PISTOLAS), NO PUEDE ENTRAR EN ESTA PROPIEDAD CON UNA PISTOLA VISIBLE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the official seal of the City of Ovilla to be affixed this 12<sup>th</sup> day of October in the year 2021.

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Mayor Richard Dormier



## Consent Items C1-C5

To  
**Honorable Mayor  
 and Council**

From  
**Staff**

CC  
**Applicable  
 Departments**

C1. Financial Transactions over \$5000  
 C2. Minutes of the Regular Council Meeting of September 13, 2021  
 C3. Emergency Services District #2 Annual Service Agreement.  
 C4. Emergency Services District #4 Annual Service Agreement.  
 C5. BKD Engagement Letter for audit services, ended September 30, 2021.

### **BACKGROUND AND JUSTIFICATION:**

**C1:** Financial Transactions over \$5000

**STAFF RECOMMENDATION:** Staff recommends approval

**C2:** Minutes of the Regular Council Meeting of September 13, 2021

**STAFF RECOMMENDATION:** Staff recommends approval.

**C3:** Emergency Services District #2 Annual Service Agreement.

- No change in the annual agreement for fire protection and first responder services with the contract price payments of \$108,800 in March and September 2022.
- Includes an additional \$12,000 for the purchase of fire equipment as deemed necessary by the fire chief.
- Legal counsel has reviewed and approved the agreement.

**STAFF RECOMMENDATION:** Staff recommends approval.

**C4:** Emergency Services District #4 Annual Service Agreement.

- No change in the annual agreement for fire protection and first responder services with the contract price payments of \$29,807.09 in three equal payments made in January, May & September 2022.
- Legal counsel has reviewed and approved the agreement.

**STAFF RECOMMENDATION:** Staff recommends approval.

**C5.** BKD Engagement Letter for audit services, ended September 30, 2021.

- Compliant with the standard BKD Professional Service Agreement, this is the confirmation letter to proceed with professional auditing services for the fiscal year end September 30, 2021.

**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)





**Date: October 11, 2021**

**To: Honorable Mayor and Council Members**

**Subject: Transactions over \$5,000 From  
October 1, 2020 thru  
August 31, 2021**

**From:**

**Sharon Jungman – Finance Director**

City of Ovilla  
 Accounts Payable Transaction Detail Report  
 For Transactions over \$5,000  
 10/1/2020 - 8/31/2021

City of Ovilla  
 Accounts Payable Transaction Detail

100 - General Fund

Account 100-10-55240

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/29/2021	7/29/2021	AP Invoice	ANNUAL GL/AP SUBSCRIPTION	Fund Accounting Solutions Technologies	21-2104	051793	5,250.00	0.00	5,250.00
						Total	5,250.00	0.00	

100 - General Fund

Account 100-10-56465

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
5/27/2021	5/27/2021	AP Invoice	FILE CABINETS FOR HR AND PLANNING	Citi Cards	9813	051560	5,162.18	0.00	5,162.18
						Total	5,162.18	0.00	

100 - General Fund

Account 100-20-52380

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
10/9/2020	10/9/2020	AP Invoice	Semi Annual Dispatch	City of Midlothian	Ovilla 100120	050835	20,475.00	0.00	20,475.00
4/23/2021	4/23/2021	AP Invoice	Communications Contract 4/1/21- 9/30/21 Semi Annual Invoice	City of Midlothian	Ovilla 040121	051470	20,475.00	0.00	40,950.00
6/4/2021	6/4/2021	AP Invoice	RADIO SERVICE AGREEMENT FYE 2020-2021	City of Midlothian	RSA 2021-2	051581	7,689.46	0.00	48,639.46
						Total	48,639.46	0.00	

100 - General Fund

Account 100-20-52390

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/25/2020	11/25/2020	AP Invoice	SRRG/SRT annual Membership	City of Midlothian	SRRG-21-7	050985	8,250.00	0.00	8,250.00
						Total	8,250.00	0.00	

100 - General Fund

Account 100-20-55240

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
10/2/2020	10/2/2020	AP Invoice	Crimes Software For FY21	Sam Houston State University	10/01/2020	050818	16,500.00	0.00	16,500.00
						Total	16,500.00	0.00	

100 - General Fund

Account 100-30-52380

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
6/4/2021	6/4/2021	AP Invoice	RADIO SERVICE AGREEMENT FYE 2020-2021	City of Midlothian	RSA 2021-2	051581	8,869.48	0.00	8,869.48
						Total	8,869.48	0.00	

## 100 - General Fund

## Account 100-30-52385

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
2/1/2021	2/1/2021	AP Invoice	EMS Services for Oct-Dec. 2020	City of Midlothian	EMS123120	051204	15,889.75	0.00	15,889.75
3/31/2021	3/31/2021	AP Invoice	EMS FOR EMERGENCY MEDICAL TRANSPORT SERVICES FY 2019-2020	City of Midlothian	EMS093020	051393	15,889.75	0.00	31,779.50
4/15/2021	4/15/2021	AP Invoice	EMS FOR EMERGENCY MEDICAL TRANSPORT SERVICES 2ND QTR 2021	City of Midlothian	EMS033121	051439	15,889.75	0.00	47,669.25
						Total	47,669.25	0.00	

## 100 - General Fund

## Account 100-30-53415

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
12/23/2020	12/23/2020	AP Invoice	Life Pack 15 Plus Accessories	Stryker Sales Corporation	3240678M	051102	37,787.54	0.00	37,787.54
12/23/2020	12/23/2020	AP Invoice	Chest Compression Device & Accessories	Stryker Sales Corporation	3231626M	051102	15,138.58	0.00	52,926.12
12/29/2020	12/29/2020	AP Invoice	AED	Stryker Sales Corporation	3245262M	051106	10,455.00	0.00	63,381.12
12/30/2020	12/30/2020	AP Invoice	Access, for Life Pak and AED	Stryker Sales Corporation	8903365 DM	051119	7,592.92	0.00	70,974.04
2/11/2021	2/11/2021	AP Invoice	Parts for Life Pak 15	Stryker Sales Corporation	3282448M	051270	7,200.00	0.00	78,174.04
						Total	78,174.04	0.00	

## 100 - General Fund

## Account 100-30-55545

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/13/2020	11/13/2020	AP Invoice	E-702 -Pump Drain , warning Lights, Rear Brakes, water tank Sensors	Siddons-Martin Emergency Group, LLC	14405984A	050948	10,485.07	0.00	10,485.07
4/15/2021	4/15/2021	AP Invoice	REPAIRS TO BRUSH TRUCK 702	Cummins Inc	83-22577	051441	10,298.74	0.00	20,783.81
6/17/2021	6/17/2021	AP Invoice	E701 REPAIRS	Siddons-Martin Emergency Group, LLC	14407383A	051651	6,339.24	0.00	27,123.05
						Total	27,123.05	0.00	

## 100 - General Fund

## Account 100-30-56445

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
2/1/2021	2/1/2021	AP Invoice	20 sets of Bunker Gear	Delta Industrial Service and Supply	77603	051206	41,977.80	0.00	41,977.80
						Total	41,977.80	0.00	

## 100 - General Fund

## Account 100-45-55465

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/6/2020	11/6/2020	AP Invoice	Trash Service for October	Community Waste Disposal	1085050	050925	23,002.34	0.00	23,002.34
12/11/2020	12/11/2020	AP Invoice	Waste Disposal for November	Community Waste Disposal	1094117	051024	22,987.73	0.00	45,990.07
1/7/2021	1/7/2021	AP Invoice	Trash collection for December 2020	Community Waste Disposal	1103574	051128	22,900.07	0.00	68,890.14

				DISPOSAL					
2/11/2021	2/11/2021	AP Invoice	Trash collection for January 2021	Community Waste Disposal	1113641	051260	23,388.48	0.00	92,278.62
3/5/2021	3/5/2021	AP Invoice	Trash collection for February 2021	Community Waste Disposal	1122359	051312	23,403.41	0.00	115,682.03
4/15/2021	4/15/2021	AP Invoice	Trash Collection for March 2021	Community Waste Disposal	1132213	051440	23,418.34	0.00	139,100.37
5/6/2021	5/6/2021	AP Invoice	Monthly Statement for April 2021	Community Waste Disposal	1149934	051501	23,448.20	0.00	162,548.57
6/4/2021	6/4/2021	AP Invoice	Monthly Statement for May 2021	Community Waste Disposal	1159239	051582	23,448.20	0.00	185,996.77
7/9/2021	7/9/2021	AP Invoice	MONTHLY STATEMENT FOR JUNE 2021	Community Waste Disposal	1169102	051702	23,433.27	0.00	209,430.04
8/6/2021	8/6/2021	AP Invoice	Monthly Statement for July 2021	Community Waste Disposal	1180074	051808	23,463.13	0.00	232,893.17
						Total	232,893.17	0.00	

#### 100 - General Fund

#### Account 100-50-55555

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/23/2021	7/23/2021	AP Invoice	POLYFLEX TYPE 3	Crafco, Inc.	9402506310	051751	6,534.98	0.00	6,534.98
						Total	6,534.98	0.00	

#### 100 - General Fund

#### Account 100-50-55565

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/16/2021	7/16/2021	AP Invoice	CREEK PIPE CROSSING	Yarling Custom Fence LLC and CF Services	3440	051745	5,550.00	0.00	5,550.00
						Total	5,550.00	0.00	

#### 100 - General Fund

#### Account 100-50-57440

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/13/2021	8/13/2021	AP Invoice	DRAG-A-BOX MATERIAL SPREADER	J Pyott & Associates, Inc.	563	051832	11,535.75	0.00	11,535.75
						Total	11,535.75	0.00	

#### 100 - General Fund

#### Account 100-50-57463

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
10/30/2020	10/30/2020	AP Invoice	Water Street Bridge Progress Billing #1	J & K Excavation	9287	050895	103,233.00	0.00	103,233.00
2/5/2021	2/5/2021	AP Invoice	Construct Redi-Rock Retaining Wall for Water St. Bridge	J & K Excavation	2	051232	99,764.42	0.00	202,997.42
6/22/2021	6/22/2021	AP Invoice	WATER STREET BRIDGE IMPROVEMENTS #18138.09	J & K Excavation	9365	051662	100,927.11	0.00	303,924.53
						Total	303,924.53	0.00	

#### 100 - General Fund

#### Account 100-60-56440

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
6/10/2021	6/10/2021	AP Invoice	PARK EQUIPMENT	Lea Park & Play Inc	8173	051615	10,000.00	0.00	10,000.00
						Total	10,000.00	0.00	

## 200 - Water And Utilities Fund

## Account 200-70-52240

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
6/4/2021	6/4/2021	AP Invoice	YEAR END SEPT 2020 AUDIT OF FIN STMTS	BKD, LLP	BK01415126	051580	7,500.00	0.00	7,500.00
						Total	<u><u>7,500.00</u></u>	<u><u>0.00</u></u>	

## 200 - Water And Utilities Fund

## Account 200-70-52260

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
5/13/2021	5/13/2021	AP Invoice	SERVICES FROM 3/29/21-4/25/21	Birkhoff, Hendricks and Carter, LLP	17152	051524	9,648.50	0.00	9,648.50
7/16/2021	7/16/2021	AP Invoice	ENGINEERING SERVICES	Birkhoff, Hendricks and Carter, LLP	17286	051718	14,276.50	0.00	23,925.00
					Total		<u><u>23,925.00</u></u>	<u><u>0.00</u></u>	

## 200 - Water And Utilities Fund

## Account 200-75-53425

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
4/23/2021	4/23/2021	AP Invoice	Emergency Disaster Winter Storm 2021	Kimark Systems Inc	23215	051475	5,465.00	0.00	5,465.00
					Total		<u><u>5,465.00</u></u>	<u><u>0.00</u></u>	

## 200 - Water And Utilities Fund

## Account 200-75-55460

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/13/2020	11/13/2020	AP Invoice	Water purchase for 10-1 to 10-29-20	City of Dallas	050302083684	050954	39,858.92	0.00	39,858.92
12/18/2020	12/18/2020	AP Invoice	Water Purchase for 10-30 to 12-1	City of Dallas	050302103660	051068	35,640.91	0.00	75,499.83
2/1/2021	2/1/2021	AP Invoice	Water Purchase 12/2 to 12/29/20	City of Dallas	050302120258	051203	27,731.02	0.00	103,230.85
2/25/2021	2/25/2021	AP Invoice	Water Purchase for 12-30 to 2/2/21	City of Dallas	050302137080	051280	28,440.66	0.00	131,671.51
4/15/2021	4/15/2021	AP Invoice	WATER PURCHASE 3/5/20 - 3/30/21	City of Dallas	050302171520	051438	23,422.37	0.00	155,093.88
4/15/2021	4/15/2021	AP Invoice	WATER PURCHASE 2/3/20 - 3/4/21	City of Dallas	050302150857	051438	26,484.19	0.00	181,578.07
5/13/2021	5/13/2021	AP Invoice	WATER PURCHASE 3/31/20 - 5/3/21	City of Dallas	050302190690	051527	36,507.50	0.00	218,085.57
6/17/2021	6/17/2021	AP Invoice	WATER PURCHASE 5/4/21 - 6/2/21	City of Dallas	050302208605	051632	24,598.46	0.00	242,684.03
7/16/2021	7/16/2021	AP Invoice	WATER PURCHASE 5/4/21 - 6/2/21 AND 6/3-7/1/21	City of Dallas	050302225508	051723	63,677.00	0.00	306,361.03
8/20/2021	8/20/2021	AP Invoice	WATER PURCHASE 07/02/21 - 08/02/21	City of Dallas	050302241508	051846	51,160.02	0.00	357,521.05
					Total		<u><u>357,521.05</u></u>	<u><u>0.00</u></u>	

## 200 - Water And Utilities Fund

## Account 200-80-52350

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/16/2021	7/16/2021	AP Invoice	CREEK PIPE CROSSING	Yarling Custom Fence LLC and CF Services	3440	051745	7,000.00	0.00	7,000.00
					Total		<u><u>7,000.00</u></u>	<u><u>0.00</u></u>	

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

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
10/2/2020	10/2/2020	AP Invoice	Sewer Service for October	Trinity River Authority of Texas	BH1532	050819	14,065.00	0.00	14,065.00
10/16/2020	10/16/2020	AP Invoice	Sewer Treatment for November	Trinity River Authority of Texas	BH1538	050848	14,065.00	0.00	28,130.00
12/11/2020	12/11/2020	AP Invoice	Waste Disposal for December	Trinity River Authority of Texas	BH1544	051043	33,066.00	0.00	61,196.00
12/18/2020	12/18/2020	AP Invoice	Waste Disposal for January	Trinity River Authority of Texas	BH1550	051082	33,066.00	0.00	94,262.00
2/1/2021	2/1/2021	AP Invoice	Sewage Treatment for Feb. 2021	Trinity River Authority of Texas	BH1556	051220	33,066.00	0.00	127,328.00
2/25/2021	2/25/2021	AP Invoice	Sewage Treatment for March 2021	Trinity River Authority of Texas	BH1562	051301	33,066.00	0.00	160,394.00
4/15/2021	4/15/2021	AP Invoice	O&M WATER TREATMENT FOR MAY 2021	Trinity River Authority of Texas	BH 1574	051463	33,066.00	0.00	193,460.00
4/15/2021	4/15/2021	AP Invoice	O&M WATER TREATMENT	Trinity River Authority of Texas	BH 1568	051463	33,066.00	0.00	226,526.00
5/13/2021	5/13/2021	AP Invoice	O&M WATER TREATMENT FOR JUNE 2021	Trinity River Authority of Texas	BH1584	051542	33,066.00	0.00	259,592.00
6/10/2021	6/10/2021	AP Invoice	O&M WATER TREATMENT FOR JULY 2021	Trinity River Authority of Texas	BH 1590	051624	33,066.00	0.00	292,658.00
7/16/2021	7/16/2021	AP Invoice	Monthly Statement for August 2021	Trinity River Authority of Texas	BH 1596	051743	33,066.00	0.00	325,724.00
8/20/2021	8/20/2021	AP Invoice	ROCRWS-DEBT SERVICE	Trinity River Authority of Texas	BH 1603	051861	9,066.00	0.00	334,790.00
						Total	<u>334,790.00</u>	<u>0.00</u>	

**200 - Water And Utilities Fund****Account 200-80-57440**

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
1/7/2021	1/7/2021	AP Invoice	Aluminum Build a Box - safety box 6x6x6	Sunstate Equipment Co., LLC	8698610-001	051147	8,973.00	0.00	8,973.00
						Total	<u>8,973.00</u>	<u>0.00</u>	

**200 - Water And Utilities Fund****Account 200-80-57450**

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
3/11/2021	3/11/2021	AP Invoice	2021 GMC Double Cab Pickup 2500 VIN #4800	Gunn Buick GMC, LTD	DG 210551	051340	32,325.20	0.00	32,325.20
						Total	<u>32,325.20</u>	<u>0.00</u>	

**400 - Debt Service Fund****Account 400-15-57935**

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
8/10/2021	8/10/2021	AP Invoice	BOND PRINCIPAL	U.S. Bank	1803259	051825	420,000.00	0.00	420,000.00
						Total	<u>420,000.00</u>	<u>0.00</u>	

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

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
2/19/2021	2/19/2021	AP Invoice	Bond Interest Pmt.	U.S. Bank	1709911		75,000.00	0.00	75,000.00

8/10/2021	8/10/2021	AP Invoice BOND INTEREST	U.S. Bank	1803259	051825	75,000.00	0.00	150,000.00
				Total		150,000.00	0.00	

500 - Municipal Development District Fund				Account 500-10-9109216					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
10/30/2020	10/30/2020	AP Invoice	Progress Billing #1 on City Hall Parking Lot	Leland & Bradlee Construction, Inc.	18138.21 #1	1015	52,426.80	0.00	52,426.80
12/3/2020	12/3/2020	AP Invoice	City Hall Parking Lot Progress Billing #2	Leland & Bradlee Construction, Inc.	18138.21 #2	1019	99,675.00	0.00	152,101.80
2/5/2021	2/5/2021	AP Invoice	City Hall Parking Final Bill less Retainage	Leland & Bradlee Construction, Inc.	18138.21 1-21-21 1023		46,150.85	0.00	198,252.65
3/31/2021	3/31/2021	AP Invoice	CITY HALL PARKING LOT PROJECT FINAL RETAINAGE	Leland & Bradlee Construction, Inc.	033121	1025	10,618.35	0.00	208,871.00
4/30/2021	4/30/2021	AP Invoice	PEDESTRIAN CROSSING SIGNS	SA-SO	S21-0346	1028	6,526.75	0.00	215,397.75
					Total		215,397.75	0.00	

600 - 4B Economic Development Fund				Account 600-10-8102240					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/9/2021	7/9/2021	AP Invoice	Audit fees for FY2020	BKD, LLP	BK01428010	06/3 1033	6,300.00	0.00	6,300.00
					Total		6,300.00	0.00	

700 - Park Impact Fund				Account 700-60-56440					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
6/10/2021	6/10/2021	AP Invoice	PARK EQUIPMENT	Lea Park & Play Inc	8173	051615	6,836.85	0.00	6,836.85
					Total		6,836.85	0.00	

**CITY OF OVILLA MINUTES**  
**Monday September 13, 2021**  
**Regular City Council Meeting**  
**105 S. Cockrell Hill Road, Ovilla, TX 75154**

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Mayor Dormier called the Regular Council Meeting of the Ovilla City Council to order at 6:30 PM, in the Ovilla Council Chamber Room, 105 S. Cockrell Hill Road Ovilla TX 75154, with notice of the meeting duly posted.

The following City Council Members were present:

Rachel Huber	Council Member, Place 1
Dean Oberg	Council Member, Place 2
David Griffin	Council Member, Place 3
Michael Myers	Council Member, Place 5

Mayor Dormier noted the participating Council Members, thus constituting a quorum. PL4 Mayor Pro Tem Doug Hunt was noted absent. City Secretary, department directors and various staff were also present.

**CALL TO ORDER**

PL5 Myers gave the invocation and PL2 Oberg led the reciting of the U.S. Pledge of Allegiance and the Pledge to the Texas Flag.

**ANNOUNCEMENTS, PROCLAMATIONS, PRESENTATIONS, COMMENTS**

- ***DAR Proclamation and Presentation:*** Mayor Dormier read and presented the proclamation.
- (CWD was scheduled for a presentation but rescheduled to November 2021 Council Meeting)

**CITIZEN COMMENTS:**

- None

**CONSENT AGENDA –**

- C1. Financial Transactions over \$5000
- C2. Trinity River Authority Technical Services Fee Annual Agreement FY 2022.
- C3. Fiscal Year 2021-2022 scheduled Council Meetings and annual holidays.
- C4. Minutes of the Special Council Meeting September 03, 2021.
- C5. Minutes of the Regular Council Meeting August 09, 2021.
- C6. Minutes of the Council Budget Workshop July 26, 2021.
- C7. Minutes of the Joint Budget Meeting of the Council and the Economic Development Corporation on July 22, 2021.
- C8. Minutes of the Council Budget Workshop July 22, 2021.
- C9. Minutes of the Council Budget Workshop July 19, 2021.

PL5 Myers made the motion to approve the consent items as presented.  
Seconded by PL2 Oberg.

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

Recorded Vote:

PL1 Huber AYE

PL2 Oberg AYE

PL3 Griffin AYE

PL5 Myers AYE

Mayor Pro Tem was noted absent.

**Mayor Dormier announced an Addendum to the Agenda that was addressed at this time:**

**ITEM 1. DISCUSSION/ACTION** - Consideration of an action to authorize city staff to proceed with preparations in working with the city's financial advisors for bond refunding opportunities.

Mr. Boyd London from Hilltop Securities was in attendance and gave a Power Point presentation for the Council. He answered questions that arose. The consensus of the Council was to move forward with the refunding debt.

PL5 Myers made the motion to approve the authorization of staff to proceed with preparations in working with the city's financial advisors for bond refunding opportunities as presented.

Seconded by PL1 Huber.

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

Recorded Vote:

PL1 Huber AYE

PL2 Oberg AYE

PL3 Griffin AYE

PL5 Myers AYE

Mayor Pro Tem was noted absent.

**ITEM 1. DISCUSSION-** Discuss concerns and recent complaints received regarding services provided by Community Waste Services.

CWD not in attendance - Will address in November

**ITEM 2. PUBLIC HEARING Opened: 7:13 PM-** Presentation on the Fiscal Year 2021-2022 Budget

- Receive public comment on the Fiscal Year 2021-2022 Budget.

There were none.

**PUBLIC HEARING Closed: 7:14 PM**

**DISCUSSION/ACTION** - Consideration of and action on Ordinance No. 2021-17 approving and adopting the Budget and making appropriations for the support of the city government of the City of Ovilla, Texas for the Fiscal Year beginning October 01, 2021, and ending September 30, 2022; providing an effective date.

PL3 Griffin made the motion to approve the Ordinance No. 2021-17 approving and adopting the Budget and making appropriations for the support of the city government of the City of Ovilla, Texas for the Fiscal Year 2021-2022 Budget.

Seconded by PL1 Huber.

***VOTE: The motion to approve carried: 3-1***

Recorded Vote:

PL1 Huber AYE

PL2 Oberg NAY

PL3 Griffin AYE

PL5 Myers AYE

Mayor Pro Tem was noted absent.

ITEM 3. PUBLIC HEARING Opened 7:15 PM – A TAX RATE OF \$0.660000 per \$100 valuation proposed by the governing body of the City of Ovilla, with a maintenance and operation rate of \$0.5262 and a debt rate of \$0.1338

a. Receive public comment on the proposed tax rate.

PROPOSED TAX RATE	\$0.6600 PER \$100
PRECEDING YEAR'S TAX RATE	\$0.6600 PER \$100
NO-NEW TAX RATE	\$0.6458 PER \$100
VOTER APPROVAL TAX RATE	\$0.6649 PER \$100

Dani Muckleroy – 608 Green Meadows Lane – expressed concerns that if the city does not raise the tax rate, then the city will have to depend on reserves/uncommitted fund balance – and mentioned a necessary .25 increase needs to be carried out now.

PUBLIC HEARING Closed 7:18 PM

DISCUSSION/ACTION – Consideration of and action on Ordinance No. 2021-18 levying, assessing and fixing the tax rate for the use and support of the municipal government of the City of Ovilla, Texas, and providing for the Debt Service Fund for fiscal year 2021-2022 and apportioning each levy for the specific purpose, and providing for collection of all annual taxes provided by state law; and providing an effective date.

August 09, 2021, Council took a record vote on a proposed/recommended Tax Rate of \$0.6600.

**First Motion & Record Vote:**

PL2 Oberg made the motion that the Council hereby **approve** the 2021-2022 property tax rate be a total of \$0.6600 per \$100 valuation with a Maintenance and Operation rate of \$0.5262 and a Debt rate of \$0.1338 as presented.

PL5 Myers seconded.

RECORD VOTE:

Place 1 Huber	<u>AYE</u>
Place 2 Oberg	<u>AYE</u>
Place 3 Griffin	<u>AYE</u>
Place 4 Hunt	<u>ABSENT</u>
Place 5 Myers	<u>AYE</u>

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

PL2 Ober made the motion I further move that the Council hereby **approve** Ordinance 2021-18 levying, assessing and fixing the tax rate for the use and support of the municipal government of the City of Ovilla, Texas, and providing for the Debt Service Fund for Fiscal Year 2021-2022 and apportioning each levy for the specific purpose, and providing for collection of all annual taxes provided by state law: and providing an effective date.

PL3 Griffin seconded.

## RECORD VOTE:

Place 1 Huber	<u>AYE</u>
Place 2 Oberg	<u>AYE</u>
Place 3 Griffin	<u>AYE</u>
Place 4 Hunt	<u>ABSENT</u>
Place 5 Myers	<u>AYE</u>

ITEM 4. **DISCUSSION/ACTION** – Consideration of and action on Ordinance No. 2021-19 of the City of Ovilla, Texas, ratifying the budget for the 2021-2022 tax year that raised more revenue from property taxes than in the previous year.

PL2 Oberg made the motion to approve an Ordinance No 2021-19 of the City of Ovilla, Texas, ratifying the budget for the 2021-2022 tax year that raised more revenue from property taxes than in the previous year.

PL1 Huber seconded.

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

Recorded Vote:

PL1 Huber	<u>AYE</u>
PL2 Oberg	<u>AYE</u>
PL3 Griffin	<u>AYE</u>
PL5 Myers	<u>AYE</u>

Mayor Pro Tem was noted absent.

ITEM 5. **DISCUSSION/ACTION** – Consideration of and action on Resolution No. R2021-10 approving an updated organizational chart.

PL5 Myers made the motion to approve Resolution No. R2021-10 that approves an updated organizational chart.

PL2 Oberg Seconded.

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

Recorded Vote:

PL1 Huber	<u>AYE</u>
PL2 Oberg	<u>AYE</u>
PL3 Griffin	<u>AYE</u>
PL5 Myers	<u>AYE</u>

Mayor Pro Tem was noted absent.

ITEM 6. **DISCUSSION/ACTION** – Consideration of and follow up discussion regarding the cancellation of the Saturday, September 25 Annual Heritage Day celebration and a possible reschedule of the event.

No Action.

ITEM 9. **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 J. Bennett
  - Fire Department Chief B. Kennedy
  - Public Works Departments Public Works Director J. Kuykendall
    - 1. Construction/Development
    - 2. Water/wastewater
    - 3. Streets
    - 4. Parks
    - 5. Monthly Code/Animal Control Reports
  - Administration Finance Director Sharon Jungman
    - 1. Financials (non-reconciled)
      - a) Monthly Municipal Court Report
      - b) UB Cut-Off June 2021
    - 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).

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

A. *Convene into Executive Session. 7:41 PM*

**ITEM 1.** **DISCUSSION/ACTION** – Deliberate the appointment, employment, evaluation, reassignment and/or duties of the City Secretary. (Annual evaluation)

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

B. *Reconvene into Regular (Open) Session 8:50 PM*

PL3 Griffin made the motion to accept the restructuring for position held by Glennell Miller as City Secretary to Deputy City Secretary – and to advertise for the open City Secretary position.  
PL1 Huber seconded.

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

Recorded Vote:

PL1 Huber AYE

PL2 Oberg AYE

PL3 Griffin AYE

PL5 Myers AYE

Mayor Pro Tem was noted absent.

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

PL5 Myers – water meter presentation

The City Council Meeting was Adjourned at 8:52 pm.

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Richard Dormier, Mayor

ATTEST:

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G Miller, Interim City Secretary

*Approved October 12, 2021*

# **INTERLOCAL AGREEMENT FOR PROVIDING EMERGENCY SERVICES**

**STATE OF TEXAS**  
**COUNTY OF ELLIS**

This Interlocal Agreement for Providing **EMERGENCY SERVICES** ("Agreement"), effective as of October 1, 2021, by and between **ELLIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2** ("District"), a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Health and Safety Code, as amended ("H&S Code") and the **CITY OF OVILLA** ("City"), a general law city duly organized and operating under the laws of the State of Texas.

## WITNESSETH

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

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

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

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

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

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

## ARTICLE I. DEFINITIONS

## Section 1.01 Definitions.

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

- A. Board. The Board of Commissioners for the District.
- B. Service Area. The geographic area of the District as it exists from time to time, the

current boundaries of which are determined by the Ellis Appraisal District. City acknowledges that the Service Area boundaries are subject to change from time to time as a result of District annexations or de-annexations.

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

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

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

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

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

## **ARTICLE II.** **REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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

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

## ARTICLE III.

### **SERVICE TO BE PROVIDED**

#### **Section 3.01 General.**

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

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

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

#### **Section 3.02 Personnel.**

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

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

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

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

#### **Section 3.03 Facilities and Equipment.**

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

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

C. Maintenance:

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

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

D. Damage to or Removal of Equipment or Facilities:

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

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

E. Facilities:

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

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

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

installations at its sole cost and expense.

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

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

#### **Section 3.04     Dispatch Services**

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

#### **Section 3.05     Reporting to District.**

##### **A.     Reports**

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

##### **B.     Other Information**

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

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

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

#### **Section 3.07     Approvals and Permits.**

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

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

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

B.     The District will continue to designate the Fire Annex as the District's office as

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

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

## **ARTICLE IV.**

### **INSURANCE AND INDEMNIFICATION**

#### **Section 4.01 Insurance.**

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

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

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

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

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

To the fullest extent permitted by law, and subject to the last sentence of this section, each party shall and does hereby agree to indemnify, protect, defend, and hold harmless the other party, its officers, agents and employees, for, from and against all claims, demands, liabilities,

damages, costs, suits, losses, liens, expenses, causes of action, judgments, and fees (including court costs, attorney's fees, and costs of investigation), of any nature, kind, or description, by, through, or of any person or entity whomsoever arising out of, or alleged to have arisen out of, (in whole or in part) the Emergency Services to be performed, or in any way related to the Emergency Services. Nothing in this Section 4.02 or any other provision of this Agreement shall require, or be deemed or construed as having required, either party to assess or collect revenue or to create a sinking fund to satisfy any indemnification obligation under this Agreement.

#### **Section 4.03 Liability**

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

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

### **ARTICLE V. PAYMENTS**

#### **Section 5.01 Preparation of Budget.**

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

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

#### **Section 5.02 Payments to City.**

A. In consideration for City providing the Emergency Services under this Agreement, District will pay to City a sum, based on a contract price of \$217,600 per year, to be paid as follows:

- 1) Initial payment of \$108,800 due March 15, 2022; and
- 2) A Final payment of \$108,800 due September 15, 2022.

B. In further consideration for City providing the Emergency Services under this

Agreement, District will pay to City a one-time sum of \$12,000 within 30 days after receiving the City's written confirmation of the purchase of new fire equipment. The total price for the bunker gear must equal or exceed \$12,000 in order for the City to receive the full amount of the one-time payment.

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

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

### **Section 5.03 Payments from Current Revenues.**

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

## **ARTICLE VI. MISCELLANEOUS**

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

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

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

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

D. Section 6.01 survives the term of the Agreement, in accordance with State law.

### **Section 6.02 Independent Contractor.**

Nothing in this Agreement may be construed to make either party the partner or joint venturer of or with the other party. It is further agreed that in the performance of all obligations of City under this Agreement, City is an independent contractor with the right to supervise, manage, control, and direct the performance of the Emergency Services required under this Agreement. The District will look to City for results only and the District will not direct or oversee City or its agents, members, employees or volunteers in the delivery of such Emergency Services,

or the manner, means, or methods by which the Emergency Services are performed or the manner in which City conducts its internal operations, except with regard to financial and fiscal matters.

## Section 6.03 Governmental Immunity

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

## **Section 6.04** Term of Agreement.

This Agreement is for the period of October 1, 2021 to September 30, 2022, after which time this Agreement shall terminate unless otherwise agreed to by the parties. Under no circumstances has the District agreed to pay funds to City or adopt a budget for certain levels of expenditures except upon the adoption, from time to time, of the referenced annual budgets, nor beyond any one year at a time under the term of this Agreement. The parties may, upon mutual agreement and consideration, renew the Agreement for successive one-year terms.

## Section 6.05 Termination of Agreement.

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

## Section 6.06 Notices.

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

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

With a copy to: Kelli A. N. Carlton  
The Carlton Law Firm, P.L.L.C.

4301 Westbank Drive, Suite B-130  
Austin, Texas 78746  
Facsimile: (512) 900-2855

If to City, at:                   City Manager  
   City of Ovilla  
   105 S. Cockrell Hill Road  
   Suite 2  
   Ovilla, Texas 75154  
   Facsimile: 972· 515· 3221

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

**Section 6.07 Binding Effect.**

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

**Section 6.08 Severability.**

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

**Section 6.09 Execution and Counterparts.**

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

**Section 6.10 Captions.**

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

**Section 6.11 Governing Law.**

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

**Section 6.12 Venue.**

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

**Section 6.13 Entirety of the Agreement.**

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

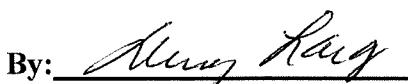
#### **Section 6.14 Assignment and Modification**

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

[remainder of page intentionally blank]

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

<b>ATTEST:</b>  By:  Tim Raven Vice President, Board of Commissioners	<b>ELLIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2</b>  By:  Danny Long President, Board of Commissioners
<b>ATTEST:</b>  By: _____ Printed Name: _____ Title: _____	<b>CITY OF OVILLA</b>  By: _____ Printed Name: _____ Title: Mayor

## **EXHIBIT "A"**

The following Facility is part of the Agreement:

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

The following Equipment is part of the Agreement:

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

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

THIS AGREEMENT is made and entered into this 12<sup>th</sup>, day of October 2021, by and between Ellis County Emergency Services District #4, a political subdivision of the State of Texas, hereinafter referred to as "District" and the City of Ovilla, a municipal corporation located in Ellis County, Texas, hereinafter referred to as "City";

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

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

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

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

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

**SECTION 1  
TERM**

The term of this Agreement shall be for the period of October 1st, 2021 to and through September 30, 2022.

**SECTION 2  
SERVICES PROVIDED**

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

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

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

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

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

### **SECTION 5 COMPENSATION**

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

The District agrees to pay the City from the budgeted available funds \$14,000.00 base rate and \$75,421.27 for number of responses in the ESD. This would result in an average run cost of \$810.98 and would currently provide OFD with \$89,421.27 of the projected revenue. The District will have an additional 90 days from the beginning of the Agreement to finalize total run averages based on the information provided from the Fire Chief. Payments will be made in three (3) equal payments of \$29,807.09 throughout the fiscal year. These payments will be made in January, May, and September of the contract year. Payment is to be delivered to the Fire Chief, 105 S. Cockrell Hill Road. The ESD will be solely liable for these payments from its revenues and the title to capital equipment purchase shall be vested in the City.

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

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

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

## **SECTION 7 MONTHLY REPORTS**

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

## **SECTION 8 TERMINATION**

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

## **SECTION 9 ENTIRE AGREEMENT**

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

## **SECTION 10 GOVERNMENTAL IMMUNITY**

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

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

### **SECTION 11 INDEPENDENT CONTRACTOR**

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

### **SECTION 12 LEGAL AUTHORITY**

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

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

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

### **SECTION 13 SEVERABILITY**

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

### **SECTION 14 EXHIBITS**

The exhibits identified below are a part of this agreement:

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

## SECTION 15

### ASSIGNMENT

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

**SECTION 16  
GOVERNING LAW**

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

## **SECTION 17**

### **NOTICE TO PARTIES**

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

Notice to District: Attn: Robert McMillain, President  
ESD#4  
547 N. Methodist Street  
Red Oak, Texas 75154

Notice to City: Attn: Brandon Kennedy, Fire Chief  
City of Ovilla Fire Department  
105 S. Cockrell Hill Road  
Ovilla, Texas 75154

With copy to: The MacFarlane Firm, PC  
Attorneys & Counselors at Law  
Dallas Communications Complex  
400 E. Royal Lane, Suite 290  
Irving, Texas 75039  
Telephone: 972-725-9341  
Facsimile: 888-453-8006

Signed this 12th, day of October 2021.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #4

By: R.K. Miller

Its: President ELLIS CO. ESD #4

CITY OF OVILLA

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

Attest:

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

## **EXHIBIT A**

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

- A. All of the ESD has been divided into response areas known as Box Numbers. These Box Numbers stipulate which Station has the shortest run time to this area within the Box. Red Oak Box Numbers are 8000 and 9000 series. Ovilla Fire Department Box Numbers are 7000 series.
  - B. ROFR response to ESD
    1. ROFR will provide a first responder company from the closest station to all EMS calls throughout the ESD.
    2. If no ROFR first responder is available, ROFR will notify AMR and make notification. AMR shall indicate if mutual aid is requested.
    3. If ROFR is unable to respond first responder service, ROFR will request first responder service from OFD.
    4. ROFR will respond to all Structure Fire calls throughout the ESD.
    5. ROFR will respond to all other calls in the ESD with the exception of those occurring in the 7000 series of Box Numbers.
    6. ROFR will respond to any other call in the 7000 series of Box Numbers if OFD is unavailable, or anytime requested by OFD.
  - A. OFD Response to ESD
    1. OFD will provide first EMS to calls occurring in the 7000 series of Box Numbers.
    2. OFD will respond to all calls occurring within the 7000 series of Box Numbers.
    3. OFD will respond to any other fire or EMS call in the ESD if ROFR is unavailable, or anytime requested by ROFR.
  - A. Simultaneous Response and Special Circumstances
    1. On all calls where both departments are dispatched simultaneously, the first arriving department shall advise the other department whether to continue to the scene, stage at the intermediate location, or return to their station.
    2. Special circumstances such as drought, severe weather, or equipment out-of-service may necessitate a response identical to Structure Fires on other types of incidents. The Chiefs of the ROFD and the OFD will mutually determine the types of calls and the time period of this variance.
  - A. Dispatch Procedures
    1. The Northern Ellis Emergency Dispatch (NEED) Center (Dispatch) has been provided with a map that outlines the response areas (Box Numbers) as defined in this agreement.
    2. If Dispatch fails to tone-out either ROFR or OFD as specified above, the department not dispatched will immediately request the Dispatcher to transmit the proper tone-out and will initiate the correct response to the call.

September 17, 2021

Ms. Pamela Woodall, City Manager  
Ms. Sharon Jungman, Director of Finance  
City of Ovilla, Texas  
105 S. Cockrell Hill Road  
Ovilla, Texas 75154

We appreciate your selection of **BKD, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you **Unmatched Client Service®**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

### **Summary Scope of Services**

As described in the attached **Scope of Services**, our services will include the following:

City of Ovilla, Texas

- Audit Services for the year ended September 30, 2021

### **Engagement Fees**

The fees for our services including the financial statement audit and assistance with the preparation of the draft of the financial statements and related notes will be \$31,200. If the City exceeds the threshold of \$750,000 in federal or state expenditures to require a Single Audit in accordance with Uniform Guidance, our fees would increase by \$7,500 per major program required to be tested.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt. We will issue progress billings during the course of our engagement.

### **Additional Costs Related to Implementing New Standards**

Assistance and additional time as a result of the adoption of new standards, such as those listed in the attached **New Auditing and Accounting Standards**, are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required.

**Contract Agreement**

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

*BKD, LLP*

**BKD, LLP**

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services and Terms and Conditions Addendum**, on behalf of City of Ovilla, Texas.

BY \_\_\_\_\_  
Name and Title – Member of Those  
Charged with Governance

DATE \_\_\_\_\_

BY \_\_\_\_\_  
Name and Title – Member of Management

DATE \_\_\_\_\_

## Scope of Services

The following apply for all services:

<b>Assistance</b>	Our timely completion of services depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in untimely filings or inability to meet other deadlines.
<b>Responsibility for Outcomes</b>	We may perform additional services for you that are not covered by this contract. You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.  You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.
<b>Boycott Israel</b>	We understand you have designated (or will) a management-level individual to be responsible and accountable for overseeing the performance of these services, and you have determined (or will) this individual is qualified to conduct such oversight.
<b>Additional Costs Related to COVID-19</b>	As required by Chapter 2271, Texas Government Code, we represent that we do not boycott Israel and will not boycott Israel through the term of this engagement. For purposes of this representation, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
	Our fees do not consider additional efforts driven by the SARS-CoV-2 virus and the related COVID-19 (COVID-19) environment. Complexities and uncertainties related to various provisions of new laws and the continued issuance of interpretative and procedural guidance from federal agencies may affect our services. Fees related to COVID-19 activities will be billed based on time expended.

## **Audit Services**

We will audit the basic financial statements and related notes to the basic financial statements for the following entity with the objective of expressing an opinion on the financial statements; issuing a report on your compliance based on the audit of your financial statements; issuing a report on your internal control over financial reporting based on the audit of your financial statements; expressing an opinion on your compliance, in all material respects, with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* that are applicable to each of your major federal award programs; issuing a report on your internal control over compliance based on the audit of your compliance with the types of compliance requirements that are applicable to each of your major federal award programs; and issuing a report on your schedule of expenditures of federal awards:

- City of Ovilla, Texas as of and for the year ended September 30, 2021

We will also express an opinion on whether the combining and individual fund financial statements and schedules, and the schedule of expenditures of federal awards (“supplementary information”) is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will also provide you with the following nonattest services:

- We will complete the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft(s) of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification
- Preparing a draft of the financial statements and related notes
- Assistance with entries necessary to convert from modified accrual basis of accounting to full accrual basis of accounting
- Assistance with year-end entries related to Governmental Accounting Standards Board (GASB) Statements No. 68 and 75
- Preparing a draft of the supplementary information, including the schedule of expenditures of federal awards and related notes

Rachel Ormsby, Director, is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report(s) upon completion of our audit(s), addressed to the following parties:

**Entity Name**  
City of Ovilla, Texas

**Party Name**  
Honorable Mayor and City Council

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

**Our  
Responsibilities**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error, and
- The audit of compliance with the types of compliance requirements described in the *OMB Compliance Supplement* applicable to each major federal award program to obtain reasonable rather than absolute assurance about whether noncompliance having a direct and material effect on a major federal award program occurred

We will exercise professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

**Limitations &  
Fraud**

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit. Also, in the future, procedures could become inadequate because of changes in conditions or deterioration in design or operation. Two or more people may also circumvent controls, or management may override the system.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and **BKD, LLP**.

#### **Opinion**

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report, or if necessary, withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

#### **Your Responsibilities**

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the following:

- For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America
- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
- For identifying and ensuring compliance with the laws, regulations, contracts, and grants applicable to your activities (including your federal award programs)
- To provide us with:
  - Access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
  - Additional information that we may request for the purpose of the audit
  - Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

**Written  
Confirmations  
Required**

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audits for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

**Peer Review  
Report**

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report accompanies this contract.

**Supplementary  
Information**

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

**Implementation of  
New Standards**

Unless indicated in our contract, our services and related fees do not include substantive assistance beyond routine advice related to the adoption of new accounting and reporting standards. Should you require assistance, we will bill you at our standard hourly rates.

**Assistance with  
Application of  
Standards**

Transactions or changes in business may require you to apply existing standards differently each year, such as when business operations create new revenue streams, operations are discontinued, liquidity or operational challenges are encountered, business combinations are executed, etc. We welcome your questions throughout the year and are happy to provide general guidance and routine support; however, our engagement does not include substantive effort to assist you with applying standards to these circumstances, unless otherwise indicated in the contract.

## **New Auditing and Accounting Standards**

### **Fiduciary Activities**

Governmental Accounting Standards Board Statement No. 84, *Fiduciary Activities*, is effective for the City's fiscal year ending September 30, 2021, with retrospective application in the year the update is first applied. The Statement is expected to significantly change how entities evaluate and report fiduciary activities.

We will need input and assistance from the accounting department throughout the process of implementation.

### **Leases**

Governmental Accounting Standards Board Statement No. 87, *Leases*, is effective for the City's fiscal year ending September 30, 2022. Early application is encouraged.

Statement No. 87 establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. We can assist you with the adoption by providing services which may include, but are not limited to:

- Assessing your readiness by assisting with the evaluation of your:
  - Current controls and policies
  - Current internal resources and system capabilities
- Assisting with changes required to adopt Statement No. 87, including:
  - Assisting with information gathering to develop an inventory of all lease agreements, service contracts, and other arrangements that may contain right-to-use lease assets
  - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 87
  - Documenting any changes from your previous lease recognition and reporting methods
  - Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

## BKD, LLP Terms and Conditions Addendum

### GENERAL

- Overview.** This addendum describes **BKD, LLP**'s standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and **BKD, LLP**. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to **BKD, LLP** ("BKD"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services.

### BILLING, PAYMENT, & TERMINATION

- Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

- Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.
- Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay BKD for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of four (4) percent to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as software licensing, user access, and research tools, and similar expense items.

### DISPUTES & DISCLAIMERS

- Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. Unless the parties agree otherwise, the American Arbitration Association ("AAA") will administer any such mediation in accordance with its Commercial Mediation Rules. The mediator will be selected by agreement of the parties. If We cannot agree, a mediator shall be designated by the AAA. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
- Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold BKD harmless from any and all claims which arise from knowing misrepresentations to BKD, or the intentional withholding or concealment of information from BKD by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify BKD for any claims made against BKD by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
- Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether BKD performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of BKD in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
- Limitation of Liability.** You agree that BKD's liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of BKD or if enforcement of this provision is disallowed by applicable law or professional standards.
- Waiver of Certain Damages.** In no event shall BKD be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
- Severability.** If any portion of this contract is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this contract.

11. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
12. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice.

#### RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

13. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that BKD has no responsibility to maintain this information. You agree You will not rely on BKD to provide hosting, electronic security, or backup services, *e.g.*, business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from BKD's servers, *i.e.*, BKDconnect, can be terminated at any time and You will not rely on using this to host Your data and records.
14. **BKD Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, BKD will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information. In addition, You agree to compensate or reimburse BKD for all costs and expenses, including reasonable attorney's fees, associated with BKD's compliance with requests or demands for its workpapers or other information related to this engagement, and for any testimony required by summons or subpoena.
15. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes and supplementary information, as appropriate) are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

16. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You

are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

#### REGULATORY

17. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.
18. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "BKD, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. BKD, LLP also has not performed any procedures relating to this offering document."

19. **BKD Not a Municipal Advisor.** BKD is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, BKD is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by BKD.

#### TECHNOLOGY

20. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
21. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this

contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in “portable document format” (“.pdf”) or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

22. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to Our use of these electronic devices and applications during this engagement.

## OTHER MATTERS

23. **Third-Party Service Providers.** BKD may from time to time utilize third-party service providers, *e.g.*, domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. BKD maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, BKD will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to BKD sharing Your confidential information with the third-party service provider.
24. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You.
25. **Use of BKD Name.** Any time You intend to reference BKD’s firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
26. **Praxity.** BKD is an independent accounting firm allowed to use the name “Praxity” in relation to its practice. BKD is not connected, however, by ownership with any other firm using the name “Praxity.” BKD will be solely responsible for all work carried out on Your behalf. In deciding to engage BKD, You acknowledge that We have not represented to You that any other firm using the name “Praxity” will in any way be responsible for Our work.

27. **BKD Status as LLP.** BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, for any debts, obligations, or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract, or otherwise.
28. **Entire Agreement.** The contract, including this *Terms and Conditions Addendum* and any other attachments or addenda, encompasses the entire agreement between You and BKD and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and BKD.
29. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control.



8550 United Plaza Blvd., Ste. 1001 – Baton Rouge, LA 70809  
225-922-4600 Phone – 225-922-4611 Fax – [pncpa.com](http://pncpa.com)

*Postlethwaite & Netterville and Associates, L.L.C.*

## Report on the Firm's System of Quality Control

To the Partners of BKD, LLP  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of BKD, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, an audit of a broker-dealer, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

### **Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of BKD, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. BKD, LLP has received a peer review rating of *pass*.

*Postlethwaite & Netterville*

Baton Rouge, Louisiana  
November 2, 2020

## AGENDA ITEM REPORT

### Item 1

Meeting Date: October 12, 2021

Discussion  Action

Submitted By: Staff

Reviewed By:  City Manager  City Secretary  City Attorney  
 Accountant  Public Works Staff

#### Attachments:

1. Application documents
2. Preliminary plat
3. Planning & Zoning Commission recommendation

#### Agenda Item / Topic:

ITEM 1. DISCUSSION/ACTION – Receive recommendation from the Planning and Zoning Commission to consider and act on a preliminary plat application filed by Tomorrow Realty Investment for a 120-acre residential subdivision development, Forest Creek Estates, legal description being 1337 RM Billingsley and 75 J Billingsley, City of Ovilla, Ellis County, Texas, more commonly known as the Miracle Properties on Johnson Lane, west of Duncanville Road, Ovilla, Ellis County, Texas, 75154.

#### Discussion / Justification:

##### PRELIMINARY PLAT

SUBDIVISION NAME: FOREST CREEK ESTATES

AUTHORIZED AGENT OF RECORD: Tomorrow Realty Investment

ENGINEER: Kistenmacher Engineering Company

DATE OF COMPLETENESS/FILED: September 13, 2021

LOCATION: Johnson Lane, west of Duncanville Road

UTILITIES: City Sewer / City Water

ZONING: R-E (1-acre)

PROPOSED LAND USE: Residential Subdivision

MAJOR THOROUGHFARE: Highway 664 Ovilla Road / Beltline Road, Cedar Hill

APPLICANT'S PROPOSAL: A submitted application for the development of a residential subdivision being 120 acres, 97 lots of residential home sites in the city limits of Ovilla. This area was formally known as the Miracle Properties off of Johnson Lane.

Numerous engineer comments are still pending on this plat therefore, staff recommends denial at this time and will return with the preliminary plat once comments from the developer are addressed.

Section 212.009 of the TX Local Government Code requires the approval / denial procedure to occur within 30-days after the plat/plan has been filed. We expect all comments will be addressed and will return next month for consideration.

#### Recommendation / Staff Comments:

Staff currently recommends denial and will return with the plat once comments are addressed.

**Sample Motion(s):**

"I move to deny/approve Case PZ19-06 a Preliminary Plat application filed by Tomorrow Realty Investment for a 120-acre residential subdivision development, Forest Creek Estates, in the city limits of Ovilla as presented.



**CITY OF OVILLA**  
**APPLICATION FOR PRELIMINARY PLAT APPROVAL**

X Preliminary Plat

Applicant Tomorrow Realty Investment Phone 469-955-8549

Mailing Address 1220 West Trinity Mills Road, Building 1, Suite 420, Carrollton, Texas 75006

Applicant's Interest in Property Owner  
(owner, agent, lessee, option to buy, etc.)

Engineer or Land Planner Kistenmacher Engineering Co. Phone 469-587-9909

Mailing Address 8350 Meadow Road, Suite 174, Dallas, Texas 75231

Location of Property Johnson Lane, West of Duncanville Road

X City Limits Extraterritorial Jurisdiction (ETJ)

Subdivision Name Forest Creek Estates

Area in Subdivision: 120 Total Acres 97 Number of Lots 1 Ac Average Lot Size

**Fee Due City for Application** \$ 5,250.00 calculated as follows:

Preliminary Plat

\$ 400 Application Fee

\$ 50 per lot X 97 total number of lots, plus

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

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

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

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

Minimum Fee:

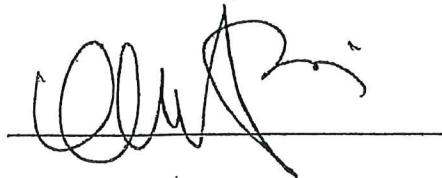
1. Standard subdivision procedure:	\$3,750.00
2. Short form procedure:	\$400.00

Plat amendment:

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

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

APPLICANT SIGNATURE:



DATE: September 2, 2021

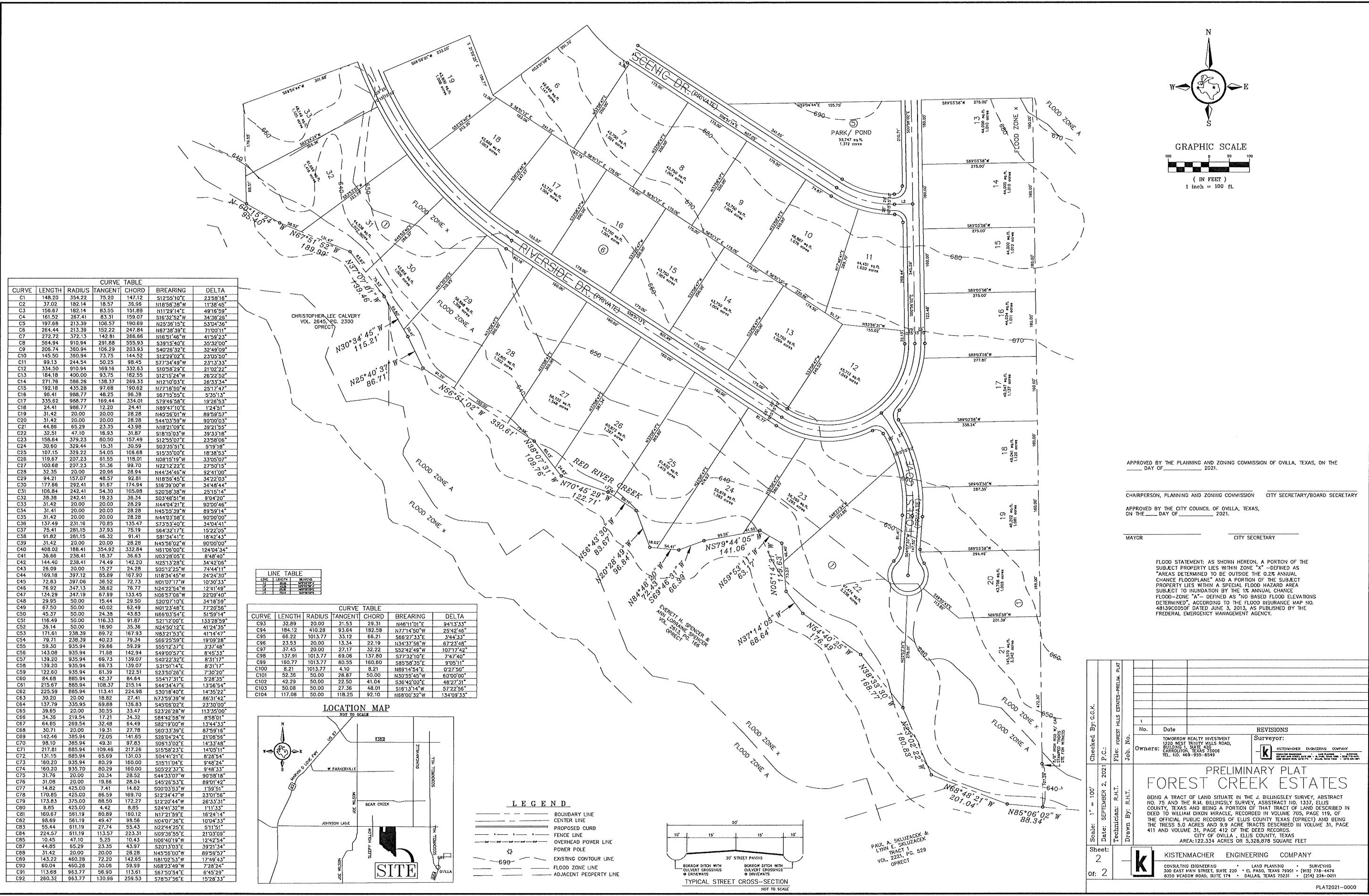
Received on 9-3-2021  
JF

Official Filing Date 9-13-2021

# JOHNSON LANE

(VARIABLE WIDTH UNRECORDED  
& DEDICATED ROAD)







## City of OVILLA Planning & Zoning Commission Recommendation to the City Council

ITEM 1. **DISCUSSION/ACTION – Case PZ19-06** - Consideration of and action on a Preliminary Plat application filed by Tomorrow Realty Investment for a 120-acre residential subdivision development, Forest Creek Estates, legal description being 1337 RM Billingsley and 75 J Billingsley, City of Ovilla, Ellis County, Texas, more commonly known as the Miracle Properties on Johnson Lane, west of Duncanville Road, Ovilla, Ellis County, Texas, 75154, and forward recommendation to the Ovilla City Council.

\*\*\*\*\*

**PLANNING AND ZONING Members present, and upon a record vote of:**  
**Chair Lynch made the following motion:**

*"I move to **deny** a Preliminary Plat filed by Tomorrow Realty investment for a 120-acre residential subdivision development, Forest Creek Estates, in the city limits of Ovilla, and that the Planning and Zoning Commission forwards a **recommended denial** to the Ovilla City Council."*

AYE motion to approve of the denial of Preliminary Plat:

PL1 Gray AYE  
PL2 Lewis AYE  
PL3 Lynch AYE  
PL4 Whittaker AYE

PL5 Muckelroy AYE  
PL6 Hart AYE  
PL7 Hall AYE

7 FOR  
0 AGAINST  
0 ABSTAIN

X Carol Lynch  
Carol Lynch  
Presiding Officer of P&Z

10/14/21

Date

G Miller  
G Miller  
Board Secretary

10/4/2021

Date

AGENDA ITEM REPORT  
Item 2

Meeting Date: October 12, 2021

Discussion  Action

Submitted By: Staff

Reviewed By:  City Manager  City Secretary  City Attorney  
 Accountant  Public Works Staff

Attachments:

1. Map
2. Resolution R2020-19

Agenda Item / Topic:

ITEM 2. DISCUSSION/ACTION – Consideration of and action on a revised concept plan for the development of walking trails, and placement of public restrooms and the pavilion at Founders Park.

Discussion / Justification:

With the approval of the FY2021-2022 Budget, the Park Department is already working with vendors and placing the orders for the pavilion and public restrooms in Founders Park. This will fulfill a major goal in the City of Ovilla Parks Master Plan.

BACKGROUND:

RESOLUTION No. R2020-19 identified Founders Park with an exhibit (map) detailing the walking trails and placement of the buildings.

The Park Department has prepared a new map listing the placement of both the public restrooms and the pavilion, and the walking trails. The restrooms and the pavilion are both funded by the Economic Development Corporation in this fiscal year's budget. This follows the City's Strategic Plan as well as the adopted 2018 Parks Master Plan.

PROPOSAL:

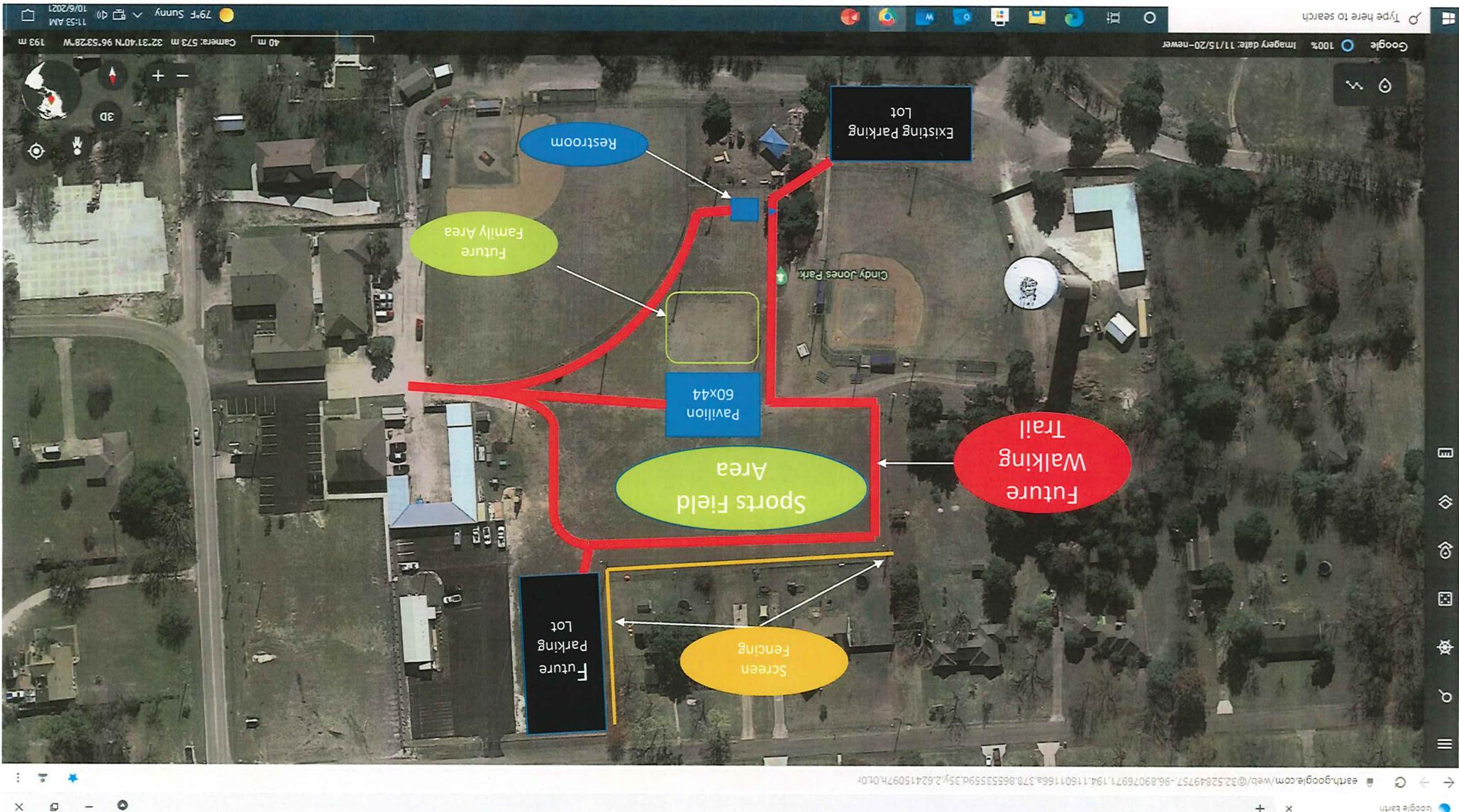
Staff will prepare a new resolution updating the exhibit of the park area and return with it at the November meeting for approval.

Recommendation / Staff Comments:

Staff recommends approval of the concept plan.

Sample Motion(s):

I move to approve / deny revised concept plan for the development of walking trails, and placement of public restrooms and the pavilion at Founders Park as presented.



**RESOLUTION NO. R2020-19**  
**CITY OF OVILLA, TEXAS**

A RESOLUTION of the City of Ovilla, Texas, for the naming of Parks, Recreational Facilities and Other Open Spaces.

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

WHEREAS, the City found it beneficial to establish open space behind the City Municipal Buildings for the betterment and enjoyment of Ovilla's residents with hopes to create a park area one day, and

WHEREAS, the City adopted the 2018 Master Park Plan for the development, operation and maintenance of parks recreational facilities and open space.

Whereas, the City Council of the City of Ovilla encourages the naming of new or unnamed parks, recreational facilities and other open spaces to help maintain the community's heritage; and

WHEREAS, the City Council further authorized the Ovilla Park Advisory Board to recommend the naming or renaming of public parks and facilities;

WHEREAS, the open space behind the municipal facilities has been used as a community park, yet is without an official name, and

WHEREAS, the Ovilla City Council received the recommendation from the Ovilla Park Advisory Board proposing the naming of the open space area behind the municipal buildings at 105 S. Cockrell Hill Road as "Founders Park", and

WHEREAS, the Ovilla City Council approved and adopted Resolution R2018-35, naming Founders Park with a walking trails exhibit; and

WHEREAS, the Ovilla City Council received the recommendation from the Ovilla Park Advisory Board to revise the walking trails of Founders Park, and

WHEREAS, the Ovilla City Council authorizes the revised map of Founders Park walking trails, and

WHEREAS, the Ovilla City Council concurs that the proposed name and revised map are appropriate;

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

**Section 1.**

1. That the open space area behind the municipal buildings at 105 S. Cockrell Hill Road is hereby named "Founders Park".
2. Resolution R2018-35 is hereby revised with a new Resolution R2020-19.
3. That a revised map of the Founders Park walking trails is attached hereto as Exhibit A.

RESOLVED, PASSED and APPROVED, this 13 day of October 2020.

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MAYOR Richard A. Dormier

ATTEST:

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CITY SECRETARY G Miller

REVISED

EXHIBIT A



## AGENDA ITEM REPORT

### Item 3

Meeting Date: October 12, 2021

Department: PW/Admin/Finance

Discussion  Action

Budgeted Expense:  YES  NO  N/A

Submitted By: Staff

Reviewed By:  City Manager  City Secretary  City Attorney  
 Accountant  Public Works

#### Attachments:

1. Ordinance 2021-20

#### Agenda Item / Topic:

ITEM 3. DISCUSSION/ACTION – Consideration of and action on Ord 2021-20 of the City of Ovilla, Texas, amending Appendix A, Article A8.000, Section A8.004(3)(c) of the Code of Ordinances of the City of Ovilla, Texas; providing inspection fees based on improvement cost; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

#### Discussion / Justification:

##### BACKGROUND:

During the FY2021-2022 Budget process, staff was directed to confer with legal counsel to update the inspection fees to 4%. This particular section/ordinance of the Ovilla Code, Appendix, has not been reviewed or updated since 2007. The subdivision improvements cost estimate table was removed to reflect 4% across the board.

Subdivision Improvements Cost Estimate	Applicable Percentage
\$200,000.00 or less	3.20
\$200,001.00 to \$400,000.00	3.10
\$400,001.00 to \$600,000.00	3.00
More than \$600,000.00	2.90

#### Recommendation / Staff Comments:

Staff recommends approval of Ordinance ORD 2021-20 as presented.

#### Sample Motion(s):

I move to approve / deny Ord 2021-20 of the City of Ovilla, Texas, amending Appendix A, Article A8.000, Section A8.004(3)(c) of the Code of Ordinances of the City of Ovilla, Texas; providing inspection fees based on improvement cost; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; providing for immediate effect; and providing for publication.

**ORDINANCE NO. 2021-2020**

**AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, AMENDING APPENDIX A, ARTICLE A8.000, SECTION A8.004(3)(C) OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA, TEXAS; PROVIDING INSPECTION FEES BASED ON IMPROVEMENT COST; PROVIDING A SEVERANCE CLAUSE; PROVIDING FOR INCORPORATION INTO THE OVILLA CODE OF ORDINANCES; PROVIDING FOR IMMEDIATE EFFECT; AND PROVIDING FOR PUBLICATION.**

WHEREAS, the administrative staff of the City of Ovilla (the “City”) periodically reviews the City’s code of ordinances and recommends revisions thereto based on various factors, including but not limited to management efficiencies, changes in economic conditions, changes in law or based upon advice of legal counsel; and

WHEREAS, the City’s administrative staff has recommended revisions to the schedule inspection fees for subdivisions based on improvement cost; and

WHEREAS, the City Council of the City of Ovilla finds and determines that it is in the best interest of the citizens of the City of Ovilla to accept the said recommendations and revise the inspection fees as set forth herein service accordingly.

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

**SECTION 1. AMENDMENT OF APPENDIX A, ARTICLE A8.000, SECTION A8.004(3)(C) OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA, TEXAS**

Appendix A, Article A8.000, Section A8.004(3)(C) of the Code of Ordinances of the City of Ovilla is hereby amended to read as follows:

(3) Final Plat:

\* \* \*

(C) Inspection fee (inspection of utilities, infrastructure, etc.): Four percent (4%) of the improvement cost or \$5,000, whichever is greater.

**SECTION 2. SEVERANCE CLAUSE**

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

**SECTION 3. 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 4. 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 5. 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:**

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G Miller, Interim City Secretary

**APPROVED AS TO FORM:**

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Ron G. MacFarlane, Jr., City Attorney

## AGENDA ITEM REPORT

### Item 4

Meeting Date: October 12, 2021

Discussion  Action

Submitted By: Staff

Reviewed By:  City Manager  City Secretary  City Attorney  
 Accountant  Code

#### Attachments:

1. Ordinance 2021-21

#### Agenda Item / Topic:

ITEM 4. DISCUSSION/ACTION – Consideration of and action on Ord 2021-21 of the City of Ovilla, Texas, repealing Chapter 4, Article 4.10, Section 4.10.002(g); providing revised regulations pertaining to mobile food vendor operations on private property and commercial business property; 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:

In the last fiscal year, the Council approved an ordinance revising the regulations and standards for special events permits, which addressed the allowance of mobile food vendors on commercial properties for an event. This conflicted with the mobile food vendor ordinance, whereas the current ordinance only allows a stationary mobile food vendor in the commercial restricted area of Ovilla at Heritage Park.

##### FINDINGS:

To eliminate the conflicting language between the two ordinances and to allow the use of a mobile food vendor at the downtown businesses for events, staff presents the ordinance provided.

#### Recommendation / Staff Comments:

Staff recommends approval of Ordinance 2021-21 as presented.

#### Sample Motion(s):

I move to approve/deny Ord 2021-21 of the City of Ovilla, Texas, repealing Chapter 4, Article 4.10, Section 4.10.002(g); providing revised regulations pertaining to mobile food vendor operations on private property and commercial business property; 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.

**ORDINANCE NO. 2021-21**

**AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, REPEALING CHAPTER 4, ARTICLE 4.10, SECTION 4.10.002(G); PROVIDING REVISED REGULATIONS PERTAINING TO MOBILE FOOD VENDOR OPERATIONS ON PRIVATE PROPERTY AND COMMERCIAL BUSINESS PROPERTY; 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 Council of the City of Ovilla, Texas, does find and determine that it is in the best interest of the safety, health and welfare of the citizens of the City of Ovilla, Texas, to adopt regulations pertaining to the operation of mobile food vending operations on private property and on commercial business property within the city limits.

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

**SECTION 2. AMENDMENT OF CHAPTER 4, ARTCILE 4.10, SECTION 4.10.002(G), OF THE OVILLA CODE OF ORDINANCES**

Chapter 4, Article 4.10, Section 4.10.002(g), of the Ovilla Code of Ordinances is hereby amended to read as follows:

**ARTICLE 4.10 MOBILE FOOD VENDORS**

\* \* \*

**Sec. 4.10.002 Operations and Regulations**

\* \* \*

(g) Mobile food vendors who conduct business on any private property, other than commercial business property, that is not owned by the mobile food vendor shall provide the City with written and signed permission of the property owner and may operate at such location subject to the provisions of Section 4.10.002(a)-(d) above. Commercial business owners may operate or allow the operation of stationary mobile food vendors on such owners' commercial business property during the owners' normal business hours and subject to Section 4.10.002(a) and (b) above.

\* \* \*

**SECTION 2.        SAVINGS CLAUSE**

In the event 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 3.        SEVERANCE CLAUSE**

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

**SECTION 4.        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 to conform to the uniform numbering system of the Code.

**SECTION 5.        EFFECTIVE DATE**

Because of the nature of interest and safeguard sought to be protected by this Ordinance and in the interest of the citizens of the City of Ovilla, Texas, this Ordinance shall take effect immediately after passage, approval and publication, as required by law.

**SECTION 6.        PUBLICATION**

The City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause hereof as an alternative method of publication provided by law.

*[Remainder of page intentionally blank. Signature page follows.]*

**PASSED, ADOPTED and APPROVED** by the City Council of Ovilla, Texas on  
this the

\_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## AGENDA ITEM REPORT Item 5

Meeting Date: October 12, 2021

Discussion  Action

Submitted By: Staff

Reviewed By:  City Manager  City Secretary  City Attorney  
 Accountant  Public Works staff

Department: Administration

Budgeted Expense:  YES  NO  N/A

Amount: \$ 16,138.25

### Attachments:

1. Quotes
2. Asbestos proposal agreement preferred.

### Agenda Item / Topic:

ITEM 5. DISCUSSION/ACTION – Consideration of and action authorizing the mayor to execute an agreement with Headstrong Environmental Services LLC, for the asbestos removal at city hall.

### Discussion / Justification:

#### BACKGROUND:

Staff solicited a report on asbestos suspicion in the city hall building after the public works moved to their new facility. Resource Environmental Consulting, Inc. (REC), was contacted (recommended by Place 2 Oberg as a reputable company) and found asbestos in limited areas of the building.

Staff contacted two more companies to obtain quotes.

#### REQUEST & FINANCIAL OBLIGATION:

Headstrong Environmental provided staff with an inspection and abatement proposal for that portion of the building which also includes limited areas in the fire station bay. The estimated cost is \$16,138.25 and is the low quote, however it does not include air-testing. This is not a budgeted item and will necessitate a budget amendment at mid-year.

### Recommendation / Staff Comments:

Staff recommends approval

### Sample Motion(s):

I move to approve/deny authorizing the mayor to execute an agreement with Headstrong Environmental Services LLC, for the asbestos removal at city hall as presented.

**CITY OF OVILLA, TEXAS**  
**Quotations Form**

Quotations Taken By:	James Kuykendall
Department:	Public Works
Date:	10-12-2021

**Description of Product or Service:**

Asbestos removal at the city hall in the old public works offices and fire bay.

❖ Indicates preferred/chosen vendor

**QUOTE #1**

Vendor Name:	Resource Environmental (REC)
Address:	
Contact Person:	Dyana Lee
Phone No:	972-385-4535
Contact Date/Time:	11-2018
HUB Status:	Unk
Price:	\$18,960

**QUOTE #2**

Vendor Name:	North TX Environmental
Address:	
Contact Person:	Carlos Garcia
Phone No:	469-579-8898
Contact Date/Time:	10-04-2021
HUB Status:	Unk
Price:	No Bid

**QUOTE #3**

Vendor Name:	❖ Headstrong Environmental
Address:	
Contact Person:	Marco Martinez
Phone No:	469-441-2630
Contact Date/Time:	10-04-2021
HUB Status:	Unk
Price:	\$16,138.25 (does not include air-testing)

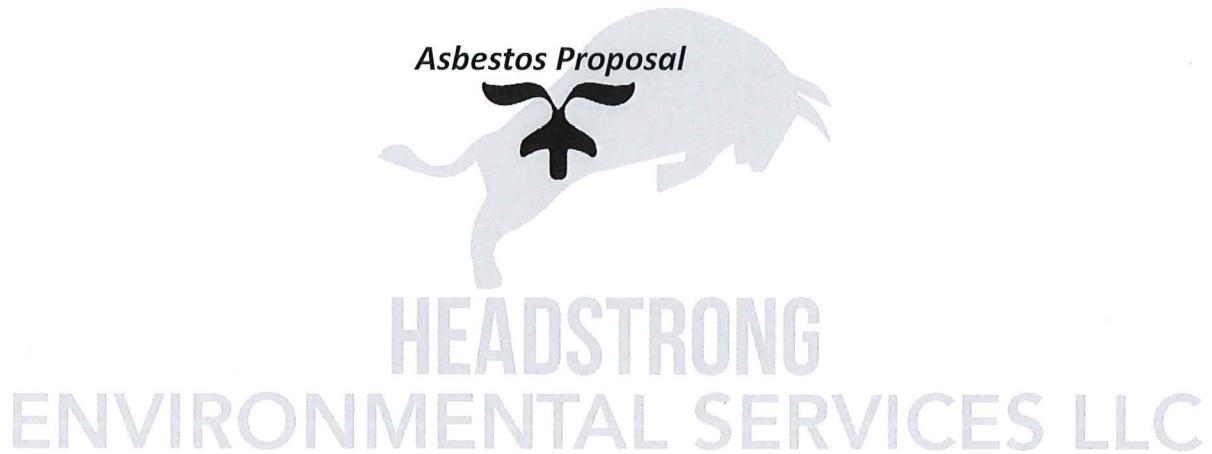
**JUSTIFICATION FOR NOT CHOOSING THE LOWEST BID:**



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*105 S. Cockrell Hill Rd  
Red Oak Texas*

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*October 08, 2021  
HEADSTRONG ENVIRONMENTAL SERVICES LLC  
8035 ERL Thornton Fwy Dallas Tx 75228*



*Thank you for allowing HEADSTRONG ENVIRONMENTAL SERVICES LLC (HES) for the opportunity to bid this project. We are experienced, trained, certified, and licensed in a variety of disciplines, including but not limited to: Asbestos abatement, demolition, HVAC systems cleaning and inspection, our workers have current medical evaluations as required by OSHA.*

*If hired, (HES) will provide trained, certified workers and supervisors, as well as equipment, materials, supplies, environmental insurance, DOT approved transport / disposal of waste, and full documentation to complete this project.*

*All notification fees, third party consulting services, electricity, water, restrooms, and parking will be provided by the building owner or client.*

*The attached quotation page includes the scope of work; method of abatement, including engineering controls and personal protective equipment; work duration; pricing information; and acceptance statement.*

*(HES) looks forward to the prospect of working with you and welcome you to share any questions or concerns by calling me personally.*

*This bid is valid for 30 days.*

*Sincerely,*

**MARCO MARTINEZ**

*Project Manager*

*Cell phone: 469-441-2630*



**PROJECT NAME:** *City Hall*

**PROJECT ADDRESS:** *105 S Cockrell Hill Rd Red Oak Texas.*

**PROJECT NUMBER:** *COV100821.01*

**Client:** *City OF Ovilla.*

***HES to perform the work per local, state, and federal guidelines, including regulations of NESHAP, EPA, OSHA, and TDSHS.***

***TERMS: Total payment amount due within 15 days of job completion. 3% finance charge on amounts past due every 15 days. Client to pay costs and expenses, including reasonable attorney fees, incurred by HES should collection proceedings be necessary.***

***Please return a signed copy of this proposal to indicate acceptance and a "notice to proceed" with the work so we may submit the 10-day notification and schedule the start date for the project.***

**HEADSTRONG  
ENVIRONMENTAL SERVICES LLC**

***This proposal is based upon the review of the Asbestos Survey. Headstrong Environmental Service's reserves the right to amend this proposal if specifications or work plans change.***



## SCOPE OF WORK

### *Public works:*

*Headstrong crew will remove and dispose of the following ACBM, (asbestos containing building materials) approximately 1,575 square feet of drywall, 525 square feet of non-acm ceramic tile and 575 square feet of linoleum sheet flooring under ceramic tile from the public works area. All work will be done under a negative pressure containment with a 3-stage decontamination chamber attach to the entrance of the workspace.*

***NOTICE: Owner or their agent to notify subcontractors, employees, tenants affected by the asbestos abatement work prior to headstrong environmental services arrival as requested by osha.***

### **DURATION OF THE WORK**

*Work will be performed within 4 working days Monday through Friday 8–10-hour shift.*

### **QUALIFICATIONS**

*Headstrong environmental will provide a state licensed asbestos supervisor and state licensed asbestos workers for all work at the site. All workers will have had training, respirator fit test, and current medical exams.*



## I. PERSONNEL PROTECTION EQUIPMENT:

- 1) 3M or Honeywell (North) Brand ½ face negative pressure respirators and/or Honeywell power air purifying respirators (PAPR)
- 2) Protective suits, safety glasses, hard hats, safety gloves, safety vest.

## II. METHOD OF REMOVAL

Headstrong environmental will abate the asbestos containing materials within a negative air pressure containment system with an attached decontamination unit. Headstrong environmental will demarcate the work area. Asbestos containing materials (ACM) will be removed wet to help control spread of friable materials. Work area will be marked with appropriate warning signs and barrier tape. Headstrong environmental will install critical barriers of 6-mil polyethylene sheeting (poly) on potential air passageways (e.g., windows, vents, doorways) and 6-mil poly on surfaces not being removed.

Negative air pressure in the containment will be accomplished using 600-2500 CFM negative air units monitored by manometers and exhausted to the exterior. Air exchange rate will be based on -0.02 negative pressure or four exchanges per hour.

## III. WASTE TRANSPORT & DISPOSAL:

Asbestos wastes generated will be packaged, labeled, manifested, transported, and disposed for the owner to an EPA / DSHS approved landfill. The original (signed) copy of the waste manifest will be sent back to the owner from the landfill once disposal is complete.

Residential work does not require state notifications, but Headstrong Environmental will follow applicable State and Federal guidelines as well as any specifications provided by a licensed consultant.

## FINAL REPORT

Headstrong Environmental will issue a final report (bound report or electronic format) for any work performed. The final report will include company licenses, insurance certificate, safety data sheets of chemicals used on the project, waste manifest, transport/ disposal information, and worker training, physicals, respirator fit tests, and licenses.

## Bid Qualifications • Responsibilities of Owner/Others:

- (1) Utilities - bid based on the client or owner providing adequate site water & electrical sources for the proposed work at no cost to HES. Add-alternate pricing is included if HES to provide.**
- (2) Parking - allow for placement of disposal containers next to the structure and parking for HES employees.**
- (3) Containment watch or site security excluded for when HES are not on site.**
- (4) Contents - Owner in advance to remove any furniture, dishes, personal items, sensitive equipment, appliances, furnishings, salvage, items blocking access or any other contents from the work area(s).**
- (5) Refurbishment - HES base bid does not include refurbishing finishes, painting, reinsulating, reinstallations, restorations, or replacements unless specifically stated.**
- (6) Tape Damage - damage to surfaces may occur from securing poly with adhesives as required to contain the work per consultant design or regulations. Window tint may be damaged if HES is required to tape to it by consultant. Repairs excluded.**
- (7) Accessibility - materials to be physically accessible, openly exposed, not requiring demolition to access unless specified.**
- (8) Air Testing - Consultant; DSHS regulations require the owner to provide and pay for all air testing, consulting services independently. Air lab excluded. Bid based on PCM type air clearance. Design, sampling, air monitoring and consulting excluded. HES reserves right to adjust pricing or approve of owner selected air lab, consultant, project design work plan, specifications when not provided or available at time of bid. Owner to request air lab to provide HES with a copy of all air test results for our records upon completion.**
- (9) OSHA airs: Bid based on owners on site air lab collecting HES's OSHA required air tests or add alternate of \$150 per work shift will apply for HES to retain owner's air lab to provide, while on site.**



## PRICE INFORMATION

<i>105 S Cockrell Hill Rd Red Oak Texas.</i>		
<i>Item</i>	<i>Description</i>	<i>Subtotal</i>
<i>1</i>	<i>Asbestos Abatement Plan &amp; Mobilization</i>	\$ 1,250.00
<i>2</i>	<i>Abatement Removal</i>	\$ 13,638.25
<i>3</i>	<i>Waste transit and disposal</i>	\$ 1,200.00
<i>4</i>	<i>Notification filing fee</i>	\$ 50.00
<b>TOTAL:</b>		<b>\$ 16,138.25</b>

*Final notification fees are to be paid by the building owner/representative*



### Terms of Work and Payment:

- P.O. # and SIGNED ACCEPTANCE STATEMENT due prior to commencement of services,
- Proposal is valid 30 days from proposal date.
- Payment due 15 days from job completion. Submit checks made out to **Headstrong Environmental Services LLC**. Thank You.

### ACCEPTANCE STATEMENT

I, \_\_\_\_\_, an authorized representative of the facility and facility's ownership/management accept this BASE BID and authorize Headstrong Environmental Services to perform services as stated in this proposal.

***IN ORDER FOR US TO BEGIN WORK - please return this completed ACCEPTANCE STATEMENT to Headstrong Environmental Services LLC by email. Thank you.***

Client Name: \_\_\_\_\_ PO#: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Printed  
Name / Title: \_\_\_\_\_ Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Accounts Payable Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Headstrong Environmental Services LLC

Email: [marco.headstrong@gmail.com](mailto:marco.headstrong@gmail.com) 8035 ERL Thornton FWY Suite 519 Dallas Texas 75228.

**ENVIRONMENTAL SERVICES LLC**

## AGENDA ITEM REPORT Item 6

Meeting Date: October 12, 2021

Discussion  Action

Submitted By: Staff

Reviewed By:  City Manager  City Secretary  City Attorney  
 Accountant  Public Works Staff

### Attachments:

1. Quotes
2. Asbestos proposal preferred

### Agenda Item / Topic:

ITEM 6. DISCUSSION/ACTION – Consideration of and action authorizing the mayor to execute an agreement with Resource Environmental Consulting, Inc. (REC), for the asbestos removal at 708 W. Main Street.

### Discussion / Justification:

#### BACKGROUND:

Staff solicited a report on asbestos suspicion at the city's property located at 708 W. Main Street. There has been question whether or not to conduct asbestos abatement before the sale of the property. Council and the EDC shared varied opinions. EDC's recommendation was to remove the asbestos prior to sale. Resource Environmental Consulting, Inc. (REC), was contacted (recommended by Place 2 Oberg as a reputable company) and found asbestos throughout the vacant home/building.

Staff contacted two more companies to obtain quotes.

#### REQUEST & FINANCIAL OBLIGATION:

Headstrong Environmental Services, LLC, provided staff with an inspection and abatement proposal. The estimated cost is \$16,815.25 and is the low bid, however it does not include air-testing. The quote from REC includes the air-testing. This is not a budgeted item and will necessitate a budget amendment at mid-year.

### Recommendation / Staff Comments:

Staff recommends approval.

### Sample Motion(s):

I move to authorize the mayor to execute an agreement with Resource Environmental Consulting, Inc., for the asbestos removal at 708 W. Main Street as presented.

# CITY OF OVILLA, TEXAS

## Quotations Form

Quotations Taken By:	James Kuykendall
Department:	Public Works
Date:	10-12-2021

**Description of Product or Service:**

Asbestos removal at 708 W. Main Street.

❖ Indicates preferred/chosen vendor

<b>QUOTE #1</b>	
Vendor Name:	❖ Resource Environmental (REC)
Address:	
Contact Person:	Dyana Lee
Phone No:	972-385-4535
Contact Date/Time:	11-2018
HUB Status:	Unk
Price:	\$18,960 Includes air-testing

<b>QUOTE #2</b>	
Vendor Name:	North TX Environmental
Address:	
Contact Person:	Carlos Garcia
Phone No:	469-579-8898
Contact Date/Time:	10-04-2021
HUB Status:	Unk
Price:	

<b>QUOTE #3</b>	
Vendor Name:	Headstrong Environmental
Address:	
Contact Person:	Marco Martinez
Phone No:	469-441-2630
Contact Date/Time:	10-04-2021
HUB Status:	Unk
Price:	\$16,815.25 (does not include air-testing)

**JUSTIFICATION FOR NOT CHOOSING THE LOWEST BID:**

The cost for air-testing is unknown, but it is clear that it would be more than the difference in the two quotes.



**Resource Environmental Consulting, Inc.**  
9330 LBJ Freeway, Suite 900  
Dallas, Texas 75243  
Office: (972) 385-4535  
email: dlee@recenviro.com

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May 16, 2021

Mr. Dean Oberg  
City of Ovilla  
105 S. Cockrell Hill Road  
Ovilla, Texas 75154

RE: **Proposal for Services - Asbestos Abatement & Monitoring**  
Former Residence  
708 W. Main Street  
Ovilla, Texas 75154  
REC Proposal No.: 21244

Mr. Oberg:

Resource Environmental Consulting, Inc. (REC) is pleased to present this proposal to provide Asbestos Abatement Services to the City of Ovilla. The scope of work and cost estimates to complete the project are presented below.

#### **SCOPE OF WORK**

This proposal includes turn key services to remove the asbestos-containing materials identified in REC's Asbestos Survey Report, dated November 11, 2018. The proposed scope of work has been separated into the following four tasks:

<b>Task I</b>	REC will subcontract asbestos abatement to be conducted in accordance to the Texas Asbestos Health Protection Rules and is inclusive of all labor, materials, disposal, and mobilization fees necessary to complete the project in accordance to applicable regulations.
<b>Task II</b>	REC will prepare and file the mandatory state notification. As required by state regulations, the notification must be filed a minimum of ten (10) business days prior to abatement activities. REC will prepare asbestos abatement specifications that will detail all abatement activities required of the contractor. The state required specifications will be written to ensure strict compliance with Texas Asbestos Health Protection Rules.
<b>Task III</b>	REC will subcontract daily air monitoring during all abatement activities throughout the duration of the project. Air monitoring will include baseline, ambient and final clearance sampling in accordance to Texas Asbestos Health Protection Rules. Air analysis will be conducted by using the Phase Contrast Microscopy (PCM) in accordance to the National Institute for Occupational Safety and Health (NIOSH) Method 7400A.
<b>Task IV</b>	REC will prepare a final report documenting all abatement activities and procedures, and air sampling data. The final report will be issued to the City of Ovilla within five (5) business days after completion of the project.

### **ESTIMATED COST**

The estimated work tasks presented herein are to be performed on a lump sum basis in accordance to the following schedule of fees.

<b>TASK NO.</b>	<b>DESCRIPTION</b>	<b>COST</b>
Task I	<u>Asbestos Abatement Services</u> Asbestos Abatement	\$13,970.00
Task II	<u>State Notifications &amp; Project Specifications</u> Prepare State Notification Prepare Abatement Specifications	No Charge \$300.00
Task III	<u>Air Monitoring</u> Conduct Air Monitoring (4 shifts x \$600/shift)	\$2,400.00
Task IV	<u>Final Report</u> Prepare Final Report	\$300.00
	<b>Project Total:</b>	<b>\$16,970.00</b>

### **ASSUMPTIONS**

The following assumptions are made for the project:

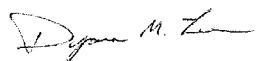
- Electricity and water will be provided to REC by the City of Ovilla during the project.
- The City of Ovilla will receive an invoice for \$985 from the Texas Department of State Health Services to be paid by the City.

### **PROJECT SCHEDULE**

It is estimated that no more than four (4) work shifts will be necessary to complete the project.

REC appreciates the opportunity to be of service to the City of Ovilla and is looking forward to working with you on this project. If you have any questions, or require additional information, please do not hesitate to contact me at (972) 385-4535.

Sincerely,  
**RESOURCE ENVIRONMENTAL CONSULTING, INC.**

  
Dyana M. Lee  
President  
TDSHS Licensed Asbestos Consultant #10-5341

AGENDA ITEM REPORT  
Item 7

Meeting Date: October 12, 2021

Discussion Action

Submitted By: Staff

Reviewed By:  City Manager  City Secretary  City Attorney  
 Accountant  Other: police staff

Attachments:

1. Reimbursement agreements

Agenda Item / Topic:

ITEM 7. DISCUSSION/ACTION – Consideration of and action authorizing the mayor to execute two employee reimbursement agreements.

Discussion / Justification:

During the previous fiscal year 2020-2021 (Covid), it was discovered that a change in insurance benefits were made. Miscommunication between HR and payroll resulted in employee deductions not being updated. This resulted in the employees having a sizable financial obligation to the city.

It is staff's recommendation to allow these employees to reimburse the city over a 6-month period, set-up through payroll deductions. Legal Counsel provided staff with a reimbursement agreement.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move to authorize the mayor to execute two employee reimbursement agreements as presented.

## **REIMBURSEMENT AGREEMENT**

This Reimbursement Agreement (this "Agreement") is made and entered into by and between the City of Ovilla, Texas (the "City"), and \_\_\_\_\_, (the "Employee").

WHEREAS, Employee is responsible for health insurance premiums paid by City for Employee's spouse and child(ren); and

WHEREAS, such premiums are paid by City through the use of deduction from Employee's biweekly paychecks; and

WHEREAS, City made health insurance premium payments for Employee's spouse and/or child(ren), but inadvertently failed to deduct the premiums from Employee's biweekly paychecks for the period of Feb. 2021 through July 2021.

WHEREAS, City is legally required and authorized to recover the biweekly health insurance premiums from Employee; and

WHEREAS, Employee has voluntarily relinquished to City a total of 40 hours of accrued vacation pay towards the repayment of the health insurance premiums; and

WHEREAS, a balance of \$ 1388.15 remains due and owing from Employee to City; and

WHEREAS, City understands and agrees that requiring a lump sum payment of the remaining balance owed by Employee would work an undue hardship on Employee.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

1. City agrees to allow Employee to repay City the cost of health insurance premiums in the amount of \$ 1,388.15 over a period of 6 months through 13 biweekly paycheck deductions in the amount of \$ 106.78 each.

2. In the event the Employee leave employment with City for any reason prior to completion of repayment of all of the said health insurance premiums, Employee hereby agrees that City may retain up to the full amount of such health insurance premiums from Employee's final paycheck or accrued and unpaid leave compensation then existing.

3. In the event that the balance of Employee's final paycheck and accrued and unpaid leave compensation shall be insufficient to reimburse City for the full amount of the health insurance premiums, then in that event Employee agrees to repay the City for such

deficiency in full within thirty (30) days, including all costs, including attorneys' fees, which City may incur in collecting same.

4. Nothing herein shall be construed to create a contract of employment between City and Employee.

**EFFECTIVE** the 12 day of OCTOBER, 2021.

**EMPLOYEE**

**CITY OF OVILLA**

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

ATTEST:

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

APPROVED AS TO FORM:

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

## REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (this "Agreement") is made and entered into by and between the City of Ovilla, Texas (the "City"), and \_\_\_\_\_, (the "Employee").

WHEREAS, Employee is responsible for health insurance premiums paid by City for Employee's spouse and child(ren); and

WHEREAS, such premiums are paid by City through the use of deduction from Employee's biweekly paychecks; and

WHEREAS, City made health insurance premium payments for Employee's spouse and/or child(ren), but inadvertently failed to deduct the premiums from Employee's biweekly paychecks for the period of 1-08-2021 through 6-25-2021.

WHEREAS, City is legally required and authorized to recover the biweekly health insurance premiums from Employee; and

WHEREAS, Employee has voluntarily relinquished to City a total of 40 hours of accrued vacation pay towards the repayment of the health insurance premiums; and

WHEREAS, a balance of \$ 1,930.05 remains due and owing from Employee to City; and

WHEREAS, City understands and agrees that requiring a lump sum payment of the remaining balance owed by Employee would work an undue hardship on Employee.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

1. City agrees to allow Employee to repay City the cost of health insurance premiums in the amount of \$ 1,930.05 over a period of 6 months through 13 biweekly paycheck deductions in the amount of \$ 148.47 each.

2. In the event the Employee leave employment with City for any reason prior to completion of repayment of all of the said health insurance premiums, Employee hereby agrees that City may retain up to the full amount of such health insurance premiums from Employee's final paycheck or accrued and unpaid leave compensation then existing.

3. In the event that the balance of Employee's final paycheck and accrued and unpaid leave compensation shall be insufficient to reimburse City for the full amount of the health insurance premiums, then in that event Employee agrees to repay the City for such

**REIMBURSEMENT AGREEMENT**

Page 1 of 2

deficiency in full within thirty (30) days, including all costs, including attorneys' fees, which City may incur in collecting same.

4. Nothing herein shall be construed to create a contract of employment between City and Employee.

EFFECTIVE the 12 day of OCTOBER, 2021.

EMPLOYEE

—  
CITY OF OVILLA

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

ATTEST:

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

APPROVED AS TO FORM:

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

REIMBURSEMENT AGREEMENT

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## AGENDA ITEM REPORT

### Item 8

Meeting Date: October 12, 2021

Department: PW/Police/Admin/Finance

Discussion Action

Budgeted Expense:  YES  NO  N/A

Submitted By: Staff

Reviewed By:  City Manager

City Secretary

City Attorney

Accountant

Public Works/Police

#### Attachments:

1. None

#### Agenda Item / Topic:

ITEM 8. DISCUSSION – Update and discuss staffs initial plans for the renovations of the police station and city offices.

#### Discussion / Justification:

**BACKGROUND:** The Municipal Development District & Council approved to fund up to \$300,000 for the renovation of the police station. Additionally, staff in the city hall office is trying to make the best use of the building with staff restructuring and adding an employee. Staff has devised a possibility to run by Council – sharing that is the most cost-effective solution and provides the best use of space for both buildings.

#### Findings/Proposal:

1. Staff proposes to take one of the outside bays next to the police station and convert that into the records retention room. Once the asbestos abatement is completed in the old public works building, staff will move the conference room (executive area too) to that section of the building with a small kitchenette.
2. The current kitchen will be converted into another office area and the city manager's office will again move to the front of the city hall offices. That will provide space for G and the new accountants positions.
3. Chief Bennett has been in contact with an architect. Anthony Mottla, Mottla Architects, in Waxahachie. This group is currently designing the new municipal building in Glenn Heights and was the architect for the Red Oak Police / Fire Station. This group additionally designed several municipal buildings in Waxahachie.
4. Mr. Mottla will assist staff in improving and updating unused space, as opposed to a complete renovation. He noted the cost to completely renovate our current buildings (which are residential in design and build) to a commercial structure would be excessive in cost and not feasible for our needs.
5. He hopes to have some preliminary designs back to us within two weeks.
6. Mr. Mottla inspected some of our structural concerns at the administration building and fire station and shared his thoughts with our Park/Building Maintenance supervisor, advising that these could be remedied with minimum cost.

#### Recommendation / Staff Comments:

Staff recommends moving forward and believes this is the most cost effective and us of office space enhancement for both the police and administration buildings. We will return with plans.

#### Sample Motion(s):

Discussion only.

## AGENDA ITEM REPORT

Item 9 – Item(s) pulled from consent agenda

Meeting Date: October 12, 2021

Department: Administration

Discussion Action

Budgeted Expense:  YES  NO  N/A

Submitted by: Staff

Amount: N/A

### Attachments:

1. None

### Agenda Item / Topic:

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

### Discussion / Justification:

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

### Recommendation / Staff Comments:

Staff recommends approval.

### Sample Motion(s):

I move to approve . . .

OVILLA POLICE DEPARTMENT  
ACTIVITY REPORT / SEPTEMBER 2021



J. Bennett, Chief of Police

OVILLA POLICE DEPARTMENT  
MONTHLY REPORT / SEPTEMBER 2021

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**PERSONNEL UPDATE:**

**Below is a list of our current staffing:**

CHIEF OF POLICE	(BENNETT)
LIEUTENANT	(GEISER)
SERGEANT	(BREEDLOVE)
SERGEANT	(ORTEGON)
PATROL OFFICER / DETECTIVE	(KRETLOW)
<b>PATROL OFFICER</b>	<b>(PUENTE) Tendered resignation / Final day Oct 23, 2021.</b>
PATROL OFFICER	(MALKE)
PATROL OFFICER	(HARTIN)
PATROL OFFICER	(FLORES)
<b>PATROL OFFICER</b>	<b>(VACANT)</b>
<b>PATROL OFFICER</b>	<b>(VACANT)</b>
ADMINISTRATIVE ASSISTANT	(EMILY STARKEY)

\*As seen above, Officer John Puente has turned in his resignation and his final day will be on October 23, 2021. Officer Puente has accepted a position with the Mansfield ISD Police Department.

\*We have also tentatively offered a patrol position to Glenn Heights Police Officer, Christopher Womack. Officer Womack has a little over five years police experience with Glenn Heights PD.

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OVILLA POLICE DEPARTMENT  
**MONTHLY REPORT / SEPTEMBER 2021**

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**DEPARTMENTAL AUDIT / TEXAS COMMISSION ON LAW ENFORCEMENT:**

On September 22, Agent Thomas Bickers from the TEXAS COMMISSION ON LAW ENFORCEMENT conducted an in-person audit of the Ovilla Police Department. The audit mainly inspected our personnel files, training records, background investigations on employees, firearms qualifications, and so on. There are numerous legalities we must comply with that are different from other businesses.

Ovilla PD scored a perfect audit rating with zero deficiencies found.

**MCCLATCHY ELEMENTARY:**

On September 15, officers from the Ovilla Police Department and myself, assisted Midlothian ISD police with a staged lock-down drill at McClatchey Elementary School. The drill itself tests and prepares MISD staff and students on how to respond should an actual lock-down be necessary at the school. The staff and students responded very well and the drill was an overall success.

**OVILLA CHRISTIAN SCHOOL:**

On September 17, I met with security staff from the Ovilla Christian School to discuss any potential concerns or needs they may have regarding campus security and emergency / lock-down preparation. OCS staff did ask if we would assist them in preparing a mock emergency or disaster drill for some time early next year.

**OTHER MEETINGS:**

Sept 02: Met with Ellis County District Attorney, Ann Montgomery to discuss legal updates and plans for effective case preparation / prosecution in Ellis County.

Sept 15: Met with Chelsea Smith, Head of Ellis County Juvenile Division to discuss juvenile detention procedures in Ellis County.

OVILLA POLICE DEPARTMENT  
**MONTHLY REPORT / SEPTEMBER 2021**

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**OTHER MEETINGS:**

Sept 30: Attended monthly SRRG Special Response Team meeting at DeSoto PD. Ovilla PD has been a member of the Southern Regional Response Group for several years.

**LOJACK GPS TRACKING:**

As you may not know, about a year ago Lieutenant Geiser inquired about possibly having LoJack monitoring systems installed in some of our patrol vehicles. (LoJack is a GPS recovery system used to track and locate stolen vehicles, ATM machines, etc.) Upon contacting LoJack, they agreed to install the monitoring systems in two of our patrol vehicles at no cost. (We had the units installed in both of our police Tahoes)

Since that time, our officers have located and recovered two different stolen tractors / skid-steers being hidden in our City due to alerts from the LoJack system. The most recent recovery (Sept 05) was a stolen Bobcat Skid-steer loader located at a residence in the 900 block of Cockrell Hill Road. That recovered skid-steer was valued at approximately \$45,000.

**BUILDING:**

In preparation of our building renovation project, Architect Anthony Mottla (Mottla Architects, 308 E. Marvin Avenue, Waxahachie, TX 75165. ([www.mottlaarchitects.com](http://www.mottlaarchitects.com))) came out to discuss our project. Mr. Mottla is currently the architect designing the City of Glenn Heights new public safety complex and community center. He was also the architect for the Red Oak Police / Fire Station, and several Fire and municipal buildings in Waxahachie.

Mr. Mottla agreed any project to renovate our building should be to improve and update some unused space, opposed to a complete renovation. He also noted the cost to completely renovate our current building (which is residential in design and build) to a commercial structure would be excessive in cost and not feasible for our needs. He hopes to have some preliminary designs back to us within two weeks.

OVILLA POLICE DEPARTMENT  
**MONTHLY REPORT / SEPTEMBER 2021**

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**NOTABLE CALLS / ACTIONS:**

21-OP-013221: RECOVERED STOLEN SKID-STEER / 900 BLK Cockrell Hill Road (value est. \$45,000)

21-OP-013361: POSSESSION OF DRUG PARAPHERNALIA (Citation Issued)

21-OP-013545: THEFT OF MULTIPLE FIREARMS from residence. (value est. \$12,000) JUV at residence hosted a party while parents were gone and multiple firearms were stolen.

21-OP-013550: ARREST / POSS of CONTROLLED SUBSTANCE (Methamphetamine) 800 BLK Westmoreland Road. (traffic stop)

21-OP-013738: ARREST / ASSAULT FAMILY VIOLENCE, 300 BLK Cockrell Hill Road.

21-OP-013872: MENTALLY DISTURBED INDIVIDUAL, 1900 BLK Duncanville Road. Delusional and possibly suicidal individual. Transported to hospital.

1 – Felony arrest.

1 - Class A Misdemeanor arrest

207 Total Traffic Stops.

150 Pretextual or Minor Traffic Stops (Defective taillamp, No license plate light, etc.) No citations issued.

57 Total: Non-Pretextual Traffic Stops. (Excessive Speeding, Ran Red Light, etc.)

44 Total Citations issued.

13 Written Warnings.

Roughly 77% of the more serious traffic stops received a citation.

NOTE: Some numbers do not easily add up because certain stops result in more than one citation or a citation and a warning for the same stop.

**EXTRA:**

Twenty-one (21) shifts were missed this month due to SICK / COVID QUARANTINE, VACATION TAKEN, and / or OFF-SITE TRAINING.

OVILLA POLICE DEPARTMENT  
MONTHLY REPORT / SEPTEMBER 2021

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September 2021	TO	October 2021	MILEAGE	MAINTENANCE PERFORMED
Police Unit #	Begin	End	Accrued	
116	111,150	111,979	829	2 New Tires
117	110,061	111,435	1,374	
216	35,889	35,998	109	
119	51,242	52,418	1,176	4 New Tires
120	40,878	42,874	1,996	2 New Spare Tires
220	42,604	43,694	1,090	2 New Spare Tires

Calls For Service	September 2021	September 2021 YTD	September 2020	September 2020 YTD
Accident	5	43	4	40
Alarms	11	151	8	112
Arrest	2	26	2	34
Assault/Assault FV	1	6	5	14
Assists	52	655	81	681
Building / House Security Check	345	3857	642	6320
Burglary	2	3	0	2
Burglary of Motor Vehicle	0	2	0	1
Criminal Mischief	1	3	0	6
Disturbance	11	104	13	113
Neighborhood Check	719	8007	1107	9985
Other Calls for Service	95	811	72	727
Suspicious Person	12	79	11	59
Suspicious Vehicle	7	154	18	173
Theft	2	6	2	10
Traffic Assignment/School Enforcement	43	459	59	287
<b>TOTAL CALLS FOR SERVICE</b>	<b>1308</b>	<b>14366</b>	<b>2024</b>	<b>18564</b>

NOTE: All block numbers are rounded  
and not specific addresses.

**Ovilla Police Department**  
**POLICE ACTIVITY BLOTTER**

Beginning 9/1/21 @ 12:00 AM Through 9/30/21 @ 11:59 PM

Total Cases Listed: 405	Incident#	Dist.	Day/Date/Time	Call Type	Location	Texas Offense	Disposition
	21OP013168		Fri, 9/3/21 02:46	911 HANG-UP	3500 BRYSON MANOR DR		Completed Assignment
	21OP013901		Thu, 9/23/21 18:36	911 HANG-UP	6600 SHILOH RD		Unable to Locate/Gone on Arrival
	21OP013629		Wed, 9/15/21 15:21	ACCIDENT MINOR	600 W MAIN ST		Contact Made
	21OP013252		Sun, 9/5/21 04:42	ADMINISTRATIVE DUTIES	100 COCKRELL HILL RD		Completed Assignment
	21OP013591		Mon, 9/13/21 18:00	ADMINISTRATIVE DUTIES	100 COCKRELL HILL RD		Completed Assignment
	21OP013749		Sun, 9/19/21 16:59	ADMINISTRATIVE DUTIES	100 COCKRELL HILL RD		Completed Assignment
	21OP013919		Fri, 9/24/21 20:25	ADMINISTRATIVE DUTIES	100 COCKRELL HILL RD		Completed Assignment
	21OP013972		Sun, 9/26/21 02:52	ADMINISTRATIVE DUTIES	100 COCKRELL HILL RD		Completed Assignment
	21OP013260		Sun, 9/5/21 21:07	ANIMAL BITE	300 FOUNTAIN CREEK CT		Contact Made
	21OP013219		Sat, 9/4/21 07:20	ANIMAL HAZARD	1400 RED OAK CREEK RD		Completed Assignment
	21OP013138		Wed, 9/1/21 21:31	ANIMAL LOOSE	800 E MAIN ST		Contact Made
	21OP013228		Sat, 9/4/21 17:17	ANIMAL LOOSE	3400 OVILLA RD		Completed Assignment
	21OP013553		Mon, 9/13/21 07:22	ANIMAL LOOSE	600 LITTLE CREEK TRL		Referred to Other Agency
	21OP013736		Sat, 9/18/21 19:51	ANIMAL LOOSE	800 JOHNSON LN		Unable to Locate/Gone on Arrival
	21OP013904		Thu, 9/23/21 21:34	ANIMAL WELFARE	100 ROBIN GLEN LN		Unable to Locate/Gone on Arrival
	21OP013447		Fri, 9/10/21 11:58	ASSIST OFFICER	1715 CITADEL GLENN HEIGHTS		Assist/Back-Up Officer
	21OP013601		Tue, 9/14/21 00:28	ASSIST OFFICER	3300 OVILLA RD		Unable to Locate/Gone on Arrival
	21OP013952		Sat, 9/25/21 17:06	ASSIST OFFICER			Assist/Back-Up Officer
	21MP044265		Thu, 9/16/21 16:03	BACKUP OFFICER	3700 OVILLA RD		Assist/Back-Up Officer
	21OP013161		Thu, 9/2/21 17:23	BACKUP OFFICER	7000 CEDAR CT		No Contact
	21OP013226		Sat, 9/4/21 13:02	BACKUP OFFICER	MCCOWAN MIDDLE SCHOOL, 1500 MAJESTIC MEADOW DR, GLENN HEIGHTS		Assist/Back-Up Officer
	21OP013353		Tue, 9/7/21 18:59	BACKUP OFFICER	900 MALLORY DR		Assist/Back-Up Officer
	21OP013632		Wed, 9/15/21 21:45	BACKUP OFFICER	S HAMPTON RD		Assist/Back-Up Officer
	21OP013938		Sat, 9/25/21 07:30	BACKUP OFFICER	4800 JOE WILSON RD		Contact Made
	21OP013947		Sat, 9/25/21 11:26	BACKUP OFFICER	300 MESA GLENN HEIGHTS		Assist/Back-Up Officer
	21OP013222		Sat, 9/4/21 10:04	BURGLAR ALARM BUSINESS DAYS	500 WESTMORELAND RD		False Alarm - Operator Error

**Ovilla Police Department**  
**POLICE ACTIVITY BLOTTER**

Beginning 9/1/21 @ 12:00 AM Through 9/30/21 @ 11:59 PM

Total Cases Listed: 405

Incident#	Dist.	Day/Date/Time	Call Type	Location	Texas Offense	Disposition
21OP013667		Fri, 9/17/21 08:04	BURGLAR ALARM BUSINESS DAYS	100 OVILLA CREEK CT		Cancelled by Reporting Party
21OP013887		Thu, 9/23/21 07:04	BURGLAR ALARM BUSINESS DAYS	100 COCKRELL HILL RD		False Alarm - Operator Error
21OP013445		Fri, 9/10/21 11:44	BURGLAR ALARM BUSINESS NIGHTS	100 ROBIN GLEN LN		False Alarm - Unknown Reason/Location Secured
21OP013682		Fri, 9/17/21 15:08	BURGLAR ALARM RESIDENCE DAYS	100 ROBIN GLEN LN		False Alarm - Operator Error
21OP014126		Thu, 9/30/21 11:35	BURGLAR ALARM RESIDENCE DAYS	200 SPLIT ROCK TERR		Assist/Back-Up Officer
21OP013238		Sat, 9/4/21 23:43	BURGLAR ALARM RESIDENCE NIGHTS	300 COCKRELL HILL RD		False Alarm - Unknown Reason/Location Secured
21OP013969	1	Sun, 9/26/21 01:48	BURGLAR ALARM RESIDENCE NIGHTS	100 PLAZA DR		False Alarm - Unknown Reason/Location Secured
21OP013659	1	Thu, 9/16/21 17:06	BURGLARY IN PROGRESS	200 BROOK CT		Assist/Back-Up Officer
21OP013421		Thu, 9/9/21 22:02	CITY ORDINANCE VIOLATION	200 WATER ST		Contact Made
21OP013471		Sat, 9/11/21 00:00	CITY ORDINANCE VIOLATION	600 W MAIN ST		No Contact
21OP013734		Sat, 9/18/21 18:48	CITY ORDINANCE VIOLATION	300 SHADOW WOOD TRL		No Contact
21OP013735		Sat, 9/18/21 19:15	CITY ORDINANCE VIOLATION	300 SHADOW WOOD TRL		No Contact
21OP013981		Sun, 9/26/21 09:46	CITY ORDINANCE VIOLATION	300 SHADOW WOOD TRL		Consent Search
21OP013257		Sun, 9/5/21 18:06	CIVIL MATTER	500 SAVANNAH DR		Contact Made
21OP013166		Fri, 9/3/21 01:24	CLOSE PATROL	400 WESTMORELAND RD		Completed Assignment
21OP013207		Fri, 9/3/21 21:12	CLOSE PATROL	6000 JOE WILSON RD		Completed Assignment
21OP013241		Sun, 9/5/21 01:05	CLOSE PATROL	400 WESTMORELAND RD		Completed Assignment
21OP013310		Tue, 9/7/21 08:17	CLOSE PATROL	0 JOHNSON LN		Completed Assignment
21OP013477		Sat, 9/11/21 01:57	CLOSE PATROL	400 WESTMORELAND RD		Completed Assignment
21OP013539		Sun, 9/12/21 11:44	CLOSE PATROL	0 JOHNSON LN		Completed Assignment
21OP013546		Sun, 9/12/21 18:23	CLOSE PATROL	100 COCKRELL HILL RD		Contact Made
21OP013595		Mon, 9/13/21 20:38	CLOSE PATROL	100 LARIAT TRL		Completed Assignment
21OP013618		Wed, 9/15/21 05:28	CLOSE PATROL	300 JOHNSON LN		Completed Assignment
21OP013702		Sat, 9/18/21 02:03	CLOSE PATROL	0 RED OAK CREEK RD		Completed Assignment

**Ovilla Police Department**  
**POLICE ACTIVITY BLOTTER**

Beginning 9/1/21 @ 12:00 AM Through 9/30/21 @ 11:59 PM

Total Cases Listed: 405		Incident#	Dist.	Day/Date/Time	Call Type	Location	Texas Offense	Disposition
21OP013788				Tue, 9/21/21 00:29	CLOSE PATROL	400 WESTMORELAND RD		Completed Assignment
21OP013812				Tue, 9/21/21 10:07	CLOSE PATROL	0 JOHNSON LN		Completed Assignment
21OP013879				Wed, 9/22/21 23:38	CLOSE PATROL	100 LARIAT TRL		Completed Assignment
21OP013882				Wed, 9/22/21 23:53	CLOSE PATROL	100 RED OAK CREEK RD		Completed Assignment
21OP013910				Fri, 9/24/21 00:18	CLOSE PATROL	800 RED OAK CREEK RD		Completed Assignment
21OP013914				Fri, 9/24/21 02:22	CLOSE PATROL	100 JOHNSON LN	"	Completed Assignment
21OP014087				Tue, 9/28/21 02:06	CLOSE PATROL	800 RED OAK CREEK RD		Completed Assignment
21OP014074				Tue, 9/28/21 20:04	CLOSE PATROL	800 RED OAK CREEK RD		Completed Assignment
21OP014095				Wed, 9/29/21 18:48	CLOSE PATROL	800 SLIPPERY ELM DR		Contact Made
21OP014127				Thu, 9/30/21 11:54	CLOSE PATROL	400 WESTMORELAND RD		Completed Assignment
21OP013916				Fri, 9/24/21 13:30	COMMUNITY ACTION REQUEST	3200 OVILLA RD		Contact Made
21OP014141				Thu, 9/30/21 17:22	COURT	100 COCKRELL HILL RD		Completed Assignment
21OP013474				Sat, 9/11/21 00:41	CRIMINAL MISCHIEF REPORT	200 WATER ST	Criminal Mischief	Report Made
21OP013199				Fri, 9/3/21 16:50	CRIMINAL TRESPASS IN PROGRESS	3300 OVILLA RD		No Contact
21OP013186				Fri, 9/3/21 09:55	DAMAGED PROPERTY REPORT	3400 OVILLA RD	Information Only	Report Made
21OP013658				Thu, 9/16/21 15:59	DAMAGED PROPERTY REPORT	700 W MAIN ST		Contact Made
21OP013873				Wed, 9/22/21 19:01	DAMAGED PROPERTY REPORT	900 RED OAK CREEK RD		Contact Made
21OP013355				Tue, 9/7/21 21:22	DISTURBANCE	100 COCKRELL HILL RD		Contact Made
21OP013515				Sun, 9/12/21 02:22	DISTURBANCE	200 WILLIAMSBURG LN		No Contact
21OP013600	1			Mon, 9/13/21 22:23	DISTURBANCE	600 HARMONY WAY		Assist/Back-Up Officer
21OP013658				Thu, 9/16/21 14:51	DISTURBANCE	100 COCKRELL HILL RD		No Contact
21OP013737				Sat, 9/18/21 21:09	DISTURBANCE	100 LARIAT TRL		Contact Made
21OP013739				Sat, 9/18/21 22:54	DISTURBANCE	100 LARIAT TRL		Contact Made
21OP013831				Tue, 9/21/21 20:23	DISTURBANCE	100 COCKRELL HILL RD		Contact Made
21OP013918				Fri, 9/24/21 16:35	DISTURBANCE	3000 OVILLA RD		Contact Made
21OP013957				Sat, 9/25/21 20:28	DISTURBANCE	7000 ORANGE CT		Unable to Locate/Gone on Arrival
21OP013610				Tue, 9/14/21 14:32	DISTURBANCE DOMESTIC	100 WATER ST		Assist/Back-Up Officer
21OP013951				Sat, 9/25/21 16:19	DISTURBANCE DOMESTIC	100 HOLLY LN		Contact Made
21OP013544				Sun, 9/12/21 14:43	DISTURBANCE W/WEAPONS	200 WATER ST	Information Only	Report-Made

**Ovilla Police Department**  
**POLICE ACTIVITY BLOTTER**  
 Beginning 9/1/21 @ 12:00 AM Through 9/30/21 @ 11:59 PM

Total Cases Listed: 405	Incident#	Dist.	Day/Date/Time	Call Type	Location	Texas Offense	Disposition
	21OP013227		Sat, 9/4/21 14:54	FOLLOW UP REPORT	300 JOHNSON LN		Contact Made
	21OP013327		Tue, 9/7/21 11:22	FOLLOW UP REPORT	3300 OVILLE RD		Contact Made
	21OP013548		Sun, 9/12/21 19:58	FOLLOW UP REPORT	200 WILLIAMSBURG LN		Contact Made
	21OP013609		Tue, 9/14/21 10:37	FOLLOW UP REPORT	4300 N US HIGHWAY 77		Contact Made
	21OP013766		Mon, 9/20/21 09:43	FOLLOW UP REPORT	100 COCKRELL HILL RD		Completed Assignment
	21OP013832		Tue, 9/21/21 23:08	FOLLOW UP REPORT	100 COCKRELL HILL RD	"	Completed Assignment
	21OP013194		Fri, 9/3/21 14:41	FRAUD REPORT	100 COCKRELL HILL RD		Contact Made
	21OP014034		Mon, 9/27/21 12:39	FRAUD REPORT	100 SILVERWOOD DR		Contact Made
	21OP013225		Sat, 9/4/21 12:08	GRASS FIRE	300 JOHNSON LN		Report Made
	21OP014145		Thu, 9/30/21 18:15	HARASSMENT REPORT	7000 ORANGE CT		Contact Made
	21OP013332		Tue, 9/7/21 11:47	INJURED PERSON	700 W MAIN ST		Assist/Back-Up Officer
	21OP013216		Sat, 9/4/21 00:18	INVESTIGATION	900 COCKRELL HILL RD		Referred to Other Agency
	21OP013221		Sat, 9/4/21 09:23	INVESTIGATION	900 COCKRELL HILL RD, CEDAR HILL	Information Only	Report Made
	21OP013626		Wed, 9/15/21 10:44	INVESTIGATION	4000 FM 1387		Completed Assignment
	21OP013663		Fri, 9/17/21 03:14	INVESTIGATION	2222 W BEAR CREEK RD CEDAR HILL		Contact Made
	21OP013200		Fri, 9/3/21 17:32	MAJOR ACCIDENT	3400 OVILLE RD		Citation Issued
	21OP013516		Sun, 9/12/21 02:42	MAJOR ACCIDENT	2400 WESTMORELAND RD		Referred to Other Agency
	21OP013683		Fri, 9/17/21 16:45	MAJOR ACCIDENT	3700 OVILLE RD		Assist/Back-Up Officer
	21OP013185		Fri, 9/3/21 09:03	MEET COMPLAINANT	100 COCKRELL HILL RD		Contact Made
	21OP013220		Sat, 9/4/21 08:21	MEET COMPLAINANT	300 COCKRELL HILL RD		Contact Made
	21OP013224		Sat, 9/4/21 09:59	MEET COMPLAINANT	100 COCKRELL HILL RD		Contact Made
	21OP013657		Thu, 9/16/21 16:13	MEET COMPLAINANT	100 COCKRELL HILL RD		Referred to Other Agency
	21OP013678		Fri, 9/17/21 12:48	MEET COMPLAINANT	100 COCKRELL HILL RD		Civil Matter
	21OP013955		Sat, 9/25/21 19:38	MEET COMPLAINANT	100 COCKRELL HILL RD		Contact Made
	21OP013956		Sat, 9/25/21 20:07	MEET COMPLAINANT	100 COCKRELL HILL RD		Contact Made
	21OP013989		Sun, 9/26/21 22:19	MEET COMPLAINANT	100 CUMBERLAND CL	Information Only	Report Made
	21OP013747		Sun, 9/19/21 11:30	MESSAGE DELIVERY	300 COCKRELL HILL RD		Contact Made
	21OP013365		Wed, 9/8/21 07:18	MISSING PERSON	100 ELM WOOD	Information Only	Report Made
	21OP014042		Mon, 9/27/21 15:20	MISSING PERSON	6800 SHILOH RD		Assist/Back-Up Officer
	21OP013827		Tue, 9/21/21 15:32	CRITICAL			Contact Made
	21OP013254		Sun, 9/5/21 09:19	MISSING PERSON	200 COCKRELL HILL RD		Completed Assignment
	21OP013352		Tue, 9/7/21 19:39	REPORT			Contact Made
				MOTORIST ASSIST	500 WESTMORELAND RD		
				MOTORIST ASSIST	400 WESTMORELAND RD		

## Ovilla Police Department

### POLICE ACTIVITY BLOTTER

Beginning 9/1/21 @ 12:00 AM Through 9/30/21 @ 11:59 PM

Total Cases Listed: 405			Call Type	Location	Texas Offense	Disposition
21OP013414	1	Thu, 9/9/21 17:23	MOTORIST ASSIST	600 W MAIN ST		Completed Assignment
21OP013449		Fri, 9/10/21 14:32	MOTORIST ASSIST	700 COCKRELL HILL RD		Completed Assignment
21OP013463		Fri, 9/10/21 19:36	MOTORIST ASSIST	700 COCKRELL HILL RD		Contact Made
21OP013700		Sat, 9/18/21 00:42	MOTORIST ASSIST	3000 OVILLE RD		Contact Made
21OP013809		Tue, 9/21/21 09:39	MOTORIST ASSIST	3200 OVILLE RD		Contact Made
21OP013843		Wed, 9/22/21 08:06	MOTORIST ASSIST	800 E MAIN ST		Contact Made
21OP014030		Mon, 9/27/21 12:04	MOTORIST ASSIST	3300 OVILLE RD		Contact Made
21OP013119		Wed, 9/1/21 06:26	PAPERWORK/REPORT	100 COCKRELL HILL RD		Completed Assignment
21OP013187		Fri, 9/3/21 11:03	S			Completed Assignment
21OP013201		Fri, 9/3/21 18:45	PAPERWORK/REPORT	100 COCKRELL HILL RD		Completed Assignment
21OP013205		Fri, 9/3/21 20:43	S			Completed Assignment
21OP013366		Wed, 9/8/21 07:49	PAPERWORK/REPORT	100 COCKRELL HILL RD		Completed Assignment
21OP013475		Sat, 9/11/21 00:56	S			Completed Assignment
21OP013510		Sat, 9/11/21 20:46	PAPERWORK/REPORT	100 COCKRELL HILL RD		Completed Assignment
21OP013547		Sun, 9/12/21 18:55	S			Completed Assignment
21OP013552		Mon, 9/13/21 06:23	PAPERWORK/REPORT	100 COCKRELL HILL RD		Completed Assignment
21OP013839		Wed, 9/22/21 06:39	S			Completed Assignment
21OP013845		Wed, 9/22/21 06:24	PAPERWORK/REPORT	100 COCKRELL HILL RD		Completed Assignment
21OP014140		Thu, 9/30/21 16:34	S			Completed Assignment
21OP013127		Wed, 9/1/21 11:29	RECKLESS DRIVER	100 COCKRELL HILL RD		Unable to Locate/Gone on Arrival
21OP013460		Fri, 9/10/21 17:24	RECKLESS DRIVER	3200 OVILLE RD		Unable to Locate/Gone on Arrival
21OP013467		Fri, 9/10/21 21:33	RECKLESS DRIVER	100 COCKRELL HILL RD		Contact Made
21OP013660		Thu, 9/16/21 19:16	RECKLESS DRIVER	100 COCKRELL HILL RD		Contact Made
21OP013699		Sat, 9/18/21 00:03	RECKLESS DRIVER	100 COCKRELL HILL RD		Unable to Locate/Gone on Arrival
21OP014092		Wed, 9/29/21 13:56	RECKLESS DRIVER	3300 OVILLE RD		Contact Made
21OP014147		Thu, 9/30/21 22:15	RECKLESS DRIVER	3400 OVILLE RD		Unable to Locate/Gone on Arrival
21OP013933	1	Sat, 9/25/21 05:03	SHOTS FIRED	900 COCKRELL HILL RD		Contact Made
21OP013140		Thu, 9/2/21 03:03	STOLEN VEHICLE IN PROGRESS	800 S INTERSTATE 35 E		Assist/Back-Up Officer

**Ovilla Police Department**  
**POLICE ACTIVITY BLOTTER**

Beginning 9/1/21 @ 12:00 AM Through 9/30/21 @ 11:59 PM

Total Cases Listed: 405

Incident#	Dist.	Day/Date/Time	Call Type	Location	Texas Offense	Disposition
21OP013234		Sat, 9/4/21 21:24	SUSPICIOUS ACTIVITY	600 GEORGETOWN RD		Contact Made
21OP013263		Sun, 9/5/21 06:18	SUSPICIOUS ACTIVITY	300 WILLOW CREEK LN		Contact Made
21OP013255	4	Sun, 9/5/21 15:14	SUSPICIOUS ACTIVITY	900 E OVILLA RD		Assist/Back-Up Officer
21OP013367		Wed, 9/8/21 08:17	SUSPICIOUS ACTIVITY	400 BURTONWOOD CIR		No Contact
21OP013549		Mon, 9/13/21 02:11	SUSPICIOUS ACTIVITY	600 BUCKBOARD		Contact Made
21OP013617		Wed, 9/15/21 04:36	SUSPICIOUS ACTIVITY	400 JOHNSON LN	"	Unable to Locate/Gone on Arrival
21OP013785		Mon, 9/20/21 23:37	SUSPICIOUS ACTIVITY	3300 OVILLA RD		No Contact
21OP013921		Fri, 9/24/21 21:27	SUSPICIOUS ACTIVITY	3300 OVILLA RD		Contact Made
21OP014096		Wed, 9/29/21 22:29	SUSPICIOUS ACTIVITY	3300 OVILLA RD		Contact Made
21OP013386		Wed, 9/8/21 18:28	SUSPICIOUS PERSON	700 COCKRELL HILL RD		Contact Made
21OP013394		Thu, 9/9/21 03:03	SUSPICIOUS PERSON	800 COCKRELL HILL RD		Contact Made
21OP013733		Sat, 9/18/21 18:09	SUSPICIOUS PERSON	100 MEADOW GLEN LN		Contact Made
21OP013148		Thu, 9/2/21 09:01	SUSPICIOUS VEHICLE	500 FOREST EDGE LN		Unable to Locate/Gone on Arrival
21OP013476		Sat, 9/11/21 01:49	SUSPICIOUS VEHICLE	500 WESTMORELAND RD		Contact Made
21OP013781		Mon, 9/20/21 23:12	SUSPICIOUS VEHICLE	7800 SHILOH RD		Contact Made
21OP013920		Fri, 9/24/21 20:26	SUSPICIOUS VEHICLE	100 OVILLA CREEK CT		Contact Made
21OP013934		Sat, 9/25/21 06:36	SUSPICIOUS VEHICLE	900 SLIPPERY ELM DR		Contact Made
21OP013360		Wed, 9/8/21 01:33	TEST CALL			TEST
21OP013829		Tue, 9/21/21 20:19	TEST CALL			TEST
21OP013126		Wed, 9/1/21 10:17	THEFT REPORT	100 CLAREMONT DR		Contact Made
21OP013358		Wed, 9/8/21 00:23	THEFT REPORT	100 WATER ST		Completed Assignment
21OP013545		Sun, 9/12/21 15:46	THEFT REPORT	200 WILLIAMSBURG LN	THEFT OF FIREARM	Report Made
21OP013686		Fri, 9/17/21 19:34	THEFT REPORT	600 FOREST EDGE LN		Contact Made
21OP013509	"	Sat, 9/11/21 19:17	THREAT REPORT	600 CARDINAL DR	Criminal Trespass Warning	Report Made
		Sat, 9/11/21 19:17	THREAT REPORT	800 CARDINAL DR	Information Only	Report Made
21OP013121		Wed, 9/1/21 07:19	Traffic	500 WESTMORELAND RD		Verbal Warning
21OP013123		Wed, 9/1/21 06:00	Traffic	3200 OVILLA RD		Verbal Warning
21OP013136		Wed, 9/1/21 19:37	Traffic	3300 OVILLA RD		Written Warning
21OP013137		Wed, 9/1/21 21:00	Traffic	700 THORNTREE DR		Verbal Warning
21OP013141		Thu, 9/2/21 07:20	Traffic	1400 RED OAK CREEK RD		Verbal Warning
21OP013157		Thu, 9/2/21 16:19	Traffic	3400 OVILLA RD		Verbal Warning
21OP013159		Thu, 9/2/21 15:45	Traffic	3100 OVILLA RD		Citation Issued
21OP013162		Thu, 9/2/21 21:03	Traffic	3300 OVILLA RD		Citation Issued
21OP013163		Thu, 9/2/21 21:43	Traffic	3300 OVILLA RD		Verbal Warning
21OP013180		Fri, 9/3/21 04:23	Traffic	100 THORNTREE DR		Verbal Warning
21OP013195		Fri, 9/3/21 15:26	Traffic	3200 OVILLA RD		Citation Issued

**Ovilla Police Department**  
**POLICE ACTIVITY BLOTTER**

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Incident#	Dist.	Day/Date/Time
21OP013198		Fri, 9/3/21 15:51
21OP013198		Fri, 9/3/21 16:49
21OP013202		Fri, 9/3/21 20:04
21OP013208		Fri, 9/3/21 21:13
21OP013211		Fri, 9/3/21 22:16
21OP013212		Fri, 9/3/21 22:33
21OP013213		Fri, 9/3/21 22:41
21OP013214		Fri, 9/3/21 23:04
21OP013215		Fri, 9/3/21 23:59
21OP013217		Sat, 9/4/21 03:39
21OP013223		Sat, 9/4/21 10:35
21OP013230		Sat, 9/4/21 19:05
21OP013231		Sat, 9/4/21 19:57
21OP013232		Sat, 9/4/21 20:09
21OP013233		Sat, 9/4/21 20:35
21OP013235	1	Sat, 9/4/21 22:52
21OP013236	1	Sat, 9/4/21 23:14
21OP013237		Sat, 9/4/21 23:20
21OP013239		Sun, 9/5/21 00:53
21OP013242		Sun, 9/5/21 01:10
21OP013244		Sun, 9/5/21 01:47
21OP013256		Sun, 9/5/21 16:03
21OP013289		Mon, 9/6/21 15:21
21OP013290		Mon, 9/6/21 17:24
21OP013291		Mon, 9/6/21 17:31
21OP013292		Mon, 9/6/21 18:14
21OP013293		Mon, 9/6/21 18:35
21OP013302		Tue, 9/7/21 07:23
21OP013304		Tue, 9/7/21 07:39
21OP013305		Tue, 9/7/21 07:53
21OP013316		Tue, 9/7/21 08:46
21OP013333		Tue, 9/7/21 12:01
21OP013338		Tue, 9/7/21 15:00
21OP013341		Tue, 9/7/21 15:52
21OP013354		Tue, 9/7/21 21:14
21OP013356		Tue, 9/7/21 22:44
21OP013357		Wed, 9/8/21 00:24
21OP013359		Wed, 9/8/21 00:52
21OP013361		Wed, 9/8/21 02:51
21OP013389		Wed, 9/8/21 21:18
21OP013390		Wed, 9/8/21 22:57
21OP013393		Thu, 9/9/21 01:17
21OP013407		Thu, 9/9/21 11:16
21OP013413		Thu, 9/9/21 16:54
21OP013420		Thu, 9/9/21 21:25
21OP013422		Thu, 9/9/21 22:22
21OP013423		Thu, 9/9/21 22:47
21OP013424		Thu, 9/9/21 23:05
21OP013425		Thu, 9/9/21 23:13
21OP013426		Thu, 9/9/21 23:26
21OP013428		Fri, 9/10/21 00:20
21OP013430		Fri, 9/10/21 00:57

Call Type	Location	Texas Offense	Disposition
Traffic	2800 OVILLE RD		Citation Issued
Traffic	3300 OVILLE RD		Verbal Warning
Traffic	500 WESTMORELAND RD		Verbal Warning
Traffic	5900 JOE WILSON RD		Citation Issued
Traffic	3300 OVILLE RD		Verbal Warning
Traffic	3800 OVILLE RD		Verbal Warning
Traffic	600 E MAIN ST		Verbal Warning
Traffic	3600 OVILLE RD		Verbal Warning
Traffic	100 ASHBURNE GLEN LN		Verbal Warning
Traffic	3300 OVILLE RD		Verbal Warning
Traffic	500 WESTMORELAND RD		Verbal Warning
Traffic	1700 JOE WILSON RD		Verbal Warning
Traffic	400 JOE WILSON RD		Contact Made
Traffic	2800 OVILLE RD		Verbal Warning
Traffic	2800 OVILLE RD		Verbal Warning
Traffic	2900 OVILLE RD		Verbal Warning
Traffic	700 WESTMORELAND RD		Verbal Warning
Traffic	3700 OVILLE RD		Verbal Warning
Traffic	3100 OVILLE RD		Citation Issued
Traffic	1300 OVILLE RD		Verbal Warning
Traffic	1800 WESTMORELAND RD		Verbal Warning
Traffic	600 HOSFORD RD		Verbal Warning
Traffic	800 COCKRELL HILL RD		Verbal Warning
Traffic	2500 S JOE WILSON RD		Verbal Warning
Traffic	3200 OVILLE RD		Citation Issued
Traffic	3200 OVILLE RD		Verbal Warning
Traffic	3200 OVILLE RD		Verbal Warning
Traffic	7000 SPRINGER RD		Verbal Warning
Traffic	1000 RED OAK CREEK RD		Citation Issued
Traffic	6900 SHILOH RD		Verbal Warning
Traffic	3200 OVILLE RD		Verbal Warning
Traffic	3100 OVILLE RD		Verbal Warning
Traffic	5200 JOE WILSON RD		Citation Issued
Traffic	2000 WESTMORELAND RD		Written Warning
Traffic	3700 OVILLE RD		Verbal Warning
Traffic	900 COCKRELL HILL RD		Citation Issued
Traffic	3300 OVILLE RD		Verbal Warning
Traffic	1100 JOHNSON LN		Verbal Warning
Traffic	400 WESTMORELAND RD		Verbal Warning
Traffic	7400 SHILOH RD		Citation Issued
Traffic	100 OVILLE CREEK CT		Verbal Warning
Traffic	100 COCKRELL HILL RD		Verbal Warning
Traffic	700 COCKRELL HILL RD		Verbal Warning
Traffic	2900 OVILLE RD		Verbal Warning
Traffic	1700 JOE WILSON RD		Verbal Warning
Traffic	1800 BEAR CREEK RD		Verbal Warning
Traffic	6600 SHILOH RD		Verbal Warning
Traffic	3300 OVILLE RD		Verbal Warning
Traffic	500 WESTMORELAND RD		Verbal Warning

Possession of Drug Paraphernalia

**Ovilla Police Department**  
**POLICE ACTIVITY BLOTTER**

Beginning 9/1/21 @ 12:00 AM Through 9/30/21 @ 11:59 PM

Total Cases Listed: 405

Incident#	Dist.	Day/Date/Time	Call Type	Location	Texas Offense	Disposition
21OP013443		Fri, 9/10/21 07:17	Traffic	2800 OVILLE RD		Citation Issued
21OP013444		Fri, 9/10/21 07:44	Traffic	3200 OVILLE RD		Verbal Warning
21OP013455		Fri, 9/10/21 15:38	Traffic	3300 OVILLE RD		Contact Made
21OP013459		Fri, 9/10/21 16:56	Traffic	100 JOHNSON LN		Citation Issued
21OP013462		Fri, 9/10/21 18:21	Traffic	2800 OVILLE RD		Verbal Warning
21OP013464		Fri, 9/10/21 20:28	Traffic	6000 JOE WILSON RD		Verbal Warning
21OP013465		Fri, 9/10/21 20:58	Traffic	100 OAK FOREST LN		Verbal Warning
21OP013468		Fri, 9/10/21 22:41	Traffic	600 E HIGHLAND RD		Citation Issued
21OP013469		Fri, 9/10/21 23:34	Traffic	3100 E OVILLE RD		Citation Issued
21OP013470		Fri, 9/10/21 23:41	Traffic	300 WESTMORELAND RD		Written Warning
21OP013472		Sat, 9/11/21 00:22	Traffic	2800 OVILLE RD		Verbal Warning
21OP013473		Sat, 9/11/21 00:25	Traffic	700 WESTMORELAND RD		Verbal Warning
21OP013478		Sat, 9/11/21 01:58	Traffic	BEAR CREEK		Verbal Warning
21OP013508		Sat, 9/11/21 19:17	Traffic	800 E MAIN ST		Citation Issued
21OP013511	1	Sat, 9/11/21 21:24	Traffic	3400 OVILLE RD		Verbal Warning
21OP013512		Sun, 9/12/21 01:33	Traffic	3500 OVILLE RD		Verbal Warning
21OP013513		Sun, 9/12/21 01:42	Traffic	7200 SHILOH Rd	Found Property	Verbal Warning
21OP013514		Sun, 9/12/21 01:56	Traffic	700 WESTMORELAND RD		Verbal Warning
21OP013517		Sun, 9/12/21 05:42	Traffic	3700 OVILLE RD		Verbal Warning
21OP013528		Sun, 9/12/21 08:48	Traffic	700 WESTMORELAND RD		Verbal Warning
21OP013640		Sun, 9/12/21 12:01	Traffic	800 WESTMORELAND RD	POSS CS PG 1/I-B >=1G<4G	Verbal Warning
21OP013550		Mon, 9/13/21 02:37	Traffic	3300 OVILLE RD		Arrest
21OP013560		Mon, 9/13/21 09:35	Traffic	1400 RED OAK CREEK RD		Verbal Warning
21OP013567		Mon, 9/13/21 10:08	Traffic	100 LARIAT TRL		Verbal Warning
21OP013571		Mon, 9/13/21 10:21	Traffic	700 W MAIN ST		Verbal Warning
21OP013593		Mon, 9/13/21 20:17	Traffic	8100 SHILOH RD		Verbal Warning
21OP013594		Mon, 9/13/21 20:27	Traffic	1800 BEAR CREEK RD		Verbal Warning
21OP013598		Mon, 9/13/21 20:50	Traffic	700 WESTMORELAND RD		Verbal Warning
21OP013598		Mon, 9/13/21 21:24	Traffic	800 WESTMORELAND RD		Verbal Warning
21OP013631		Wed, 9/15/21 21:16	Traffic	3700 OVILLE RD		Verbal Warning
21OP013636		Thu, 9/16/21 11:22	Traffic	2800 OVILLE RD		Verbal Warning
21OP013653		Thu, 9/16/21 13:59	Traffic	3200 OVILLE RD		Verbal Warning
21OP013664		Fri, 9/17/21 03:34	Traffic	2700 OVILLE RD		Verbal Warning
21OP013665		Fri, 9/17/21 03:49	Traffic	3400 OVILLE RD		Verbal Warning
21OP013684		Fri, 9/17/21 18:58	Traffic	3200 OVILLE RD		Verbal Warning
21OP013688		Fri, 9/17/21 20:30	Traffic	3200 OVILLE RD		Verbal Warning
21OP013689		Fri, 9/17/21 20:40	Traffic	3200 OVILLE RD		Verbal Warning
21OP013691		Fri, 9/17/21 21:13	Traffic	3200 OVILLE RD		Verbal Warning
21OP013693		Fri, 9/17/21 21:43	Traffic	3200 OVILLE RD		Verbal Warning
21OP013694		Fri, 9/17/21 22:05	Traffic	3200 OVILLE RD		Verbal Warning
21OP013697		Fri, 9/17/21 22:49	Traffic	3200 OVILLE RD		Verbal Warning
21OP013698		Fri, 9/17/21 22:55	Traffic	3200 OVILLE RD		Verbal Warning
21OP013701		Sat, 9/18/21 01:39	Traffic	700 W MAIN ST		Verbal Warning
21OP013729		Sat, 9/18/21 11:08	Traffic	100 OVILLE CREEK CT		Citation Issued
21OP013730		Sat, 9/18/21 14:25	Traffic	700 W MAIN ST		Citation Issued
21OP013731		Sat, 9/18/21 14:42	Traffic	100 NOB HILL LN		Citation Issued
21OP013732		Sat, 9/18/21 15:24	Traffic	300 COCKRELL HILL RD		Citation Issued
21OP013745		Sun, 9/19/21 08:48	Traffic	600 W MAIN ST		Verbal Warning
21OP013750		Sun, 9/19/21 20:29	Traffic	3300 OVILLE RD		Citation Issued
21OP013751		Sun, 9/19/21 21:33	Traffic	5200 JOE WILSON RD		Verbal Warning
21OP013752		Sun, 9/19/21 21:49	Traffic	700 W MAIN ST		Verbal Warning
21OP013754		Sun, 9/19/21 22:53	Traffic	3400 OVILLE RD		Verbal Warning

**Ovilla Police Department**  
**POLICE ACTIVITY BLOTTER**  
 Beginning 9/1/21 @ 12:00 AM Through 9/30/21 @ 11:59 PM

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Incident#	Distr.	Day/Date/Time
21OP013755		Sun, 9/19/21 23:55
21OP013768		Mon, 9/20/21 15:27
21OP013773		Mon, 9/20/21 17:09
21OP013780		Mon, 9/20/21 17:46
21OP013783		Mon, 9/20/21 23:25
21OP013784		Mon, 9/20/21 23:36
21OP013788		Mon, 9/20/21 23:57
21OP013787		Tue, 9/21/21 00:08
21OP013797		Tue, 9/21/21 07:06
21OP013805		Tue, 9/21/21 08:39
21OP013813		Tue, 9/21/21 10:19
21OP013814		Tue, 9/21/21 10:33
21OP013823		Tue, 9/21/21 15:02
21OP013828		Tue, 9/21/21 18:19
21OP013830		Tue, 9/21/21 20:20
21OP013833		Wed, 9/22/21 00:07
21OP013841		Wed, 9/22/21 07:20
21OP013842		Wed, 9/22/21 07:32
21OP013878		Wed, 9/22/21 23:21
21OP013884		Thu, 9/23/21 00:03
21OP013892		Thu, 9/23/21 10:24
21OP013899		Thu, 9/23/21 15:30
21OP013900		Thu, 9/23/21 15:49
21OP013902		Thu, 9/23/21 21:01
21OP013903		Thu, 9/23/21 21:21
21OP013915		Fri, 9/24/21 07:50
21OP013922		Fri, 9/24/21 21:48
21OP013923		Fri, 9/24/21 22:16
21OP013924		Fri, 9/24/21 22:40
21OP013926		Fri, 9/24/21 23:11
21OP013927		Sat, 9/25/21 01:04
21OP013928		Sat, 9/25/21 02:10
21OP013954		Sat, 9/25/21 19:21
21OP013958		Sat, 9/25/21 21:26
21OP013961		Sat, 9/25/21 22:11
21OP013962		Sat, 9/25/21 22:47
21OP013963		Sat, 9/25/21 22:57
21OP013964		Sat, 9/25/21 23:31
21OP013965		Sun, 9/26/21 00:07
21OP013966		Sun, 9/26/21 00:58
21OP013970		Sun, 9/26/21 02:07
21OP013984		Sun, 9/26/21 12:09
21OP013986		Sun, 9/26/21 19:30
21OP013987		Sun, 9/26/21 20:31
21OP013988		Sun, 9/26/21 22:05
21OP013997		Mon, 9/27/21 07:33
21OP013998		Mon, 9/27/21 08:13
21OP013999		Mon, 9/27/21 08:23
21OP014015		Mon, 9/27/21 10:05
21OP014023		Mon, 9/27/21 10:52
21OP014028		Mon, 9/27/21 11:33
21OP014031		Mon, 9/27/21 12:07

Call Type	Location	Texas Offense	Disposition
Traffic	2800 OVILLE RD		Written Warning
Traffic	600 JOHNSON LN		Verbal Warning
Traffic	100 BROOK WOOD DR		Verbal Warning
Traffic	2900 OVILLE RD		Citation Issued
Traffic	700 WESTMORELAND RD		Verbal Warning
Traffic	500 WESTMORELAND RD		Verbal Warning
Traffic	3200 OVILLE RD		Verbal Warning
Traffic	3100 OVILLE RD		Verbal Warning
Traffic	700 WESTMORELAND RD		Verbal Warning
Traffic	800 COCKRELL HILL RD		Verbal Warning
Traffic	700 COCKRELL HILL RD		Citation Issued
Traffic	3200 OVILLE RD		Verbal Warning
Traffic	200 OVILLE RD		Verbal Warning
Traffic	700 WESTMORELAND RD		Verbal Warning
Traffic	4000 OVILLE RD		Verbal Warning
Traffic	7300 SHILOH RD		Citation Issued
Traffic	5700 SHILOH RD		Verbal Warning
Traffic	700 W MAIN ST.		Citation Issued
Traffic	100 LARIAT TRL		Verbal Warning
Traffic	3200 OVILLE RD		Verbal Warning
Traffic	3200 OVILLE RD		Citation Issued
Traffic	3400 E OVILLE RD		Verbal Warning
Traffic	3600 OVILLE RD		Verbal Warning
Traffic	7400 SHILOH RD		Citation Issued
Traffic	100 LARIAT TRL		Verbal Warning
Traffic	5300 JOE WILSON RD		Verbal Warning
Traffic	5500 JOE WILSON RD		Verbal Warning
Traffic	4500 BRYSON LN		Verbal Warning
Traffic	3900 OVILLE RD		Verbal Warning
Traffic	500 WESTMORELAND RD		Written Warning
Traffic	2800 OVILLE RD		Verbal Warning
Traffic	100 SPLIT ROCK TERR		Citation Issued
Traffic	3200 OVILLE RD		Verbal Warning
Traffic	3300 OVILLE RD		Citation Issued
Traffic	3600 OVILLE RD		Verbal Warning
Traffic	2800 OVILLE RD		Verbal Warning
Traffic	2800 OVILLE RD		Citation Issued
Traffic	3100 OVILLE RD		Verbal Warning
Traffic	2900 OVILLE RD		Verbal Warning
Traffic	600 W MAIN ST		Verbal Warning
Traffic	2900 OVILLE RD		Written Warning
Traffic	6200 SHILOH RD		Verbal Warning
Traffic	3000 OVILLE RD		Citation Issued
Traffic	3200 OVILLE RD		Verbal Warning
Traffic	400 WESTMORELAND RD		Verbal Warning
Traffic	600 COCKRELL HILL RD		Verbal Warning
Traffic	3200 OVILLE RD		Verbal Warning
Traffic	3600 OVILLE RD		Citation Issued

**Ovilla Police Department**  
**POLICE ACTIVITY BLOTTER**  
 Beginning 9/1/21 @ 12:00 AM Through 9/30/21 @ 11:59 PM

Total Cases Listed: 405

Incident#	Dist.	Day/Date/Time	Call Type	Location	Texas Offense	Disposition
21OP014041		Mon, 9/27/21 15:01	Traffic	700 W MAIN ST		Verbal Warning
21OP014044		Mon, 9/27/21 15:44	Traffic	3200 OVILLE RD		Verbal Warning
21OP014048		Mon, 9/27/21 16:38	Traffic	600 W MAIN ST		Verbal Warning
21OP014051		Mon, 9/27/21 19:48	Traffic	3200 OVILLE RD		Verbal Warning
21OP014052		Mon, 9/27/21 20:22	Traffic	700 WESTMORELAND RD		Verbal Warning
21OP014054		Mon, 9/27/21 20:54	Traffic	2900 OVILLE RD		Verbal Warning
21OP014058		Mon, 9/27/21 21:32	Traffic	2800 OVILLE RD		Verbal Warning
21OP014060		Tue, 9/28/21 00:40	Traffic	3400 OVILLE RD		Verbal Warning
21OP014071		Tue, 9/28/21 15:38	Traffic	400 JOHNSON LN		Citation Issued
21OP014100		Thu, 9/30/21 05:29	Traffic	1300 OVILLE RD		Citation Issued
21OP014104		Thu, 9/30/21 07:41	Traffic	3200 OVILLE RD		Citation Issued
21OP014129		Thu, 9/30/21 12:17	Traffic	700 W MAIN ST		Verbal Warning
21OP014132		Thu, 9/30/21 14:12	Traffic	100 COCKRELL HILL RD		Verbal Warning
21OP014137		Thu, 9/30/21 15:21	Traffic	600 W MAIN ST		Citation Issued
21OP014138		Thu, 9/30/21 15:57	Traffic	3200 OVILLE RD		Verbal Warning
21OP014146		Thu, 9/30/21 20:18	Traffic	700 COCKRELL HILL RD		Citation Issued
21OP013279		Mon, 9/6/21 13:15	TRAFFIC HAZARD	1100 JOHNSON LN		Completed Assignment
21OP013640		Tue, 9/16/21 12:50	TRAFFIC HAZARD	700 W MAIN ST		Unable to Locate/Gone on Arrival
21OP013741		Sun, 9/19/21 03:56	TRAFFIC HAZARD	500 WESTMORELAND RD		Completed Assignment
21OP013120		Wed, 9/1/21 07:10	Traffic/School Zone Enforcement	3000 OVILLE RD		Completed Assignment
21OP013122		Wed, 9/1/21 07:33	Traffic/School Zone Enforcement	3200 OVILLE RD		Completed Assignment
21OP013181		Fri, 9/3/21 08:00	Traffic/School Zone Enforcement	3300 OVILLE RD		Completed Assignment
21OP013272		Mon, 9/6/21 05:02	Traffic/School Zone Enforcement	2900 OVILLE RD		Completed Assignment
21OP013301		Tue, 9/7/21 07:07	Traffic/School Zone Enforcement	2900 OVILLE RD		Completed Assignment
21OP013308		Tue, 9/7/21 08:05	Traffic/School Zone Enforcement	3100 OVILLE RD		Completed Assignment
21OP013339		Tue, 9/7/21 15:09	Traffic/School Zone Enforcement	6600 SHILOH RD		Completed Assignment
21OP013340		Tue, 9/7/21 15:34	Traffic/School Zone Enforcement	3300 OVILLE RD		Completed Assignment
21OP013395		Thu, 9/9/21 07:24	Traffic/School Zone Enforcement	3300 OVILLE RD		Completed Assignment
21OP013442		Fri, 9/10/21 07:15	Traffic/School Zone Enforcement	2900 OVILLE RD		Completed Assignment
21OP013531		Sun, 9/12/21 09:14	Traffic/School Zone Enforcement	3300 OVILLE RD		Completed Assignment
21OP013554		Mon, 9/13/21 07:53	Traffic/School Zone Enforcement	3300 OVILLE RD		Completed Assignment
21OP013602		Tue, 9/14/21 07:39	Traffic/School Zone Enforcement	3300 OVILLE RD		Completed Assignment
21OP013619		Wed, 9/15/21 07:51	Traffic/School Zone Enforcement	3200 OVILLE RD		Completed Assignment

**Ovilla Police Department**  
**POLICE ACTIVITY BLOTTER**  
 Beginning 9/1/21 @ 12:00 AM Through 9/30/21 @ 11:59 PM

Total Cases Listed: 405

Incident#	Dst.	Day/Date/Time
21OP013624		Wed, 9/15/21 10:11
21OP013628		Wed, 9/15/21 14:44
21OP013666		Fri, 9/17/21 07:45
21OP013796		Tue, 9/21/21 07:04
21OP013798		Tue, 9/21/21 07:21
21OP013799		Tue, 9/21/21 07:35
21OP013810		Tue, 9/21/21 09:45
21OP013840		Wed, 9/22/21 07:01
21OP013861		Wed, 9/22/21 11:38
21OP013871		Wed, 9/22/21 15:34
21OP013995		Mon, 9/27/21 06:58
21OP013996		Mon, 9/27/21 07:26
21OP014012		Mon, 9/27/21 09:54
21OP014020		Mon, 9/27/21 10:37
21OP014043		Mon, 9/27/21 15:43
21OP014068		Tue, 9/28/21 07:36
21OP014093		Wed, 9/29/21 14:19
21OP014103		Thu, 9/30/21 07:40
21OP014133		Thu, 9/30/21 14:34
21OP014135		Thu, 9/30/21 14:53
21OP014138		Thu, 9/30/21 15:46
21OP013264		Sun, 9/5/21 22:54
21OP013139		Thu, 9/2/21 00:09
21OP013498		Sat, 9/11/21 07:54
21OP014094		Wed, 9/29/21 18:28
21RP046158		Wed, 9/29/21 18:29

Call Type	Location	Texas Offense	Disposition
Traffic/School Zone Enforcement	700 COCKRELL HILL RD		Completed Assignment
Traffic/School Zone Enforcement	6600 SHILOH RD		Completed Assignment
Traffic/School Zone Enforcement	3300 OVILLE RD		Completed Assignment
Traffic/School Zone Enforcement	2900 OVILLE RD		Completed Assignment
Traffic/School Zone Enforcement	6600 SHILOH RD		Completed Assignment
Traffic/School Zone Enforcement	3300 OVILLE RD		Completed Assignment
Traffic/School Zone Enforcement	3000 OVILLE RD		Completed Assignment
Traffic/School Zone Enforcement	6600 SHILOH RD		Completed Assignment
Traffic/School Zone Enforcement	2900 OVILLE RD		Completed Assignment
Traffic/School Zone Enforcement	3300 OVILLE RD		Completed Assignment
Traffic/School Zone Enforcement	6600 SHILOH RD		Completed Assignment
Traffic/School Zone Enforcement	3300 OVILLE RD		Completed Assignment
Traffic/School Zone Enforcement	3100 OVILLE RD		Completed Assignment
Traffic/School Zone Enforcement	700 COCKRELL HILL RD		Completed Assignment
Traffic/School Zone Enforcement	3300 OVILLE RD		Completed Assignment
Traffic/School Zone Enforcement	3300 OVILLE RD		Completed Assignment
Traffic/School Zone Enforcement	3200 OVILLE RD		Completed Assignment
Traffic/School Zone Enforcement	3300 OVILLE RD		Completed Assignment
Traffic/School Zone Enforcement	3000 OVILLE RD		Completed Assignment
Traffic/School Zone Enforcement	3700 OVILLE RD		Completed Assignment
Traffic/School Zone Enforcement	3300 OVILLE RD		Completed Assignment
TRAINING	100 COCKRELL HILL RD		Completed Assignment
UNRESPONSIVE PERSON	8200 SLIPPERY CREEK CT		Assist/Back-Up Officer
UNRESPONSIVE PERSON	6000 SLEEPY HOLLOW LN		Assist/Back-Up Officer
UNRESPONSIVE PERSON	100 CLAREMONT DR	Information Only	Report Made
UNRESPONSIVE PERSON	100 CLAREMONT DR		Report Made

**Ovilla Police Department**  
**POLICE ACTIVITY BLOTTER**  
 Beginning 9/1/21 @ 12:00 AM Through 9/30/21 @ 11:59 PM

Total Cases Listed: 405

Incident#	Dist.	Day/Date/Time
21OP013134		Wed, 9/1/21 16:31
21OP013197		Fri, 9/3/21 16:11
21OP013265		Mon, 9/6/21 00:09
21OP013387		Wed, 9/8/21 19:58
21OP013611		Tue, 9/14/21 14:57
21OP013616		Wed, 9/15/21 03:45
21OP013834		Thu, 9/16/21 08:07
21OP013661		Thu, 9/16/21 19:43
21OP013662		Thu, 9/16/21 23:28
21OP013685		Fri, 9/17/21 19:04
21OP013738		Sat, 9/18/21 22:41
21OP013872		Wed, 9/22/21 17:26
21OP014069		Tue, 9/28/21 09:09
21OP014070		Tue, 9/28/21 11:29
21OP014080		Tue, 9/28/21 21:57

Call Type	Location	Texas Offense	Disposition
WELFARE CHECK	3200 OVILLE RD		Contact Made
WELFARE CHECK	2800 OVILLE RD		Contact Made
WELFARE CHECK	100 WESTLAWN DR		Contact Made
WELFARE CHECK	300 JOHNSON LN		Contact Made
WELFARE CHECK	2900 OVILLE RD		Contact Made
WELFARE CHECK	300 JOHNSON LN		Unable to Locate/Gone on Arrival
WELFARE CHECK	3300 OVILLE RD		Contact Made
WELFARE CHECK	100 LARIAT TRL		Cancelled by Officer
WELFARE CHECK	OVILLE RD		Completed Assignment
WELFARE CHECK	3200 OVILLE RD		Contact Made
WELFARE CHECK	300 COCKRELL HILL Rd	ASSAULT CAUSES BODILY INJURY FAMILY MEMBER	Arrest
WELFARE CHECK	1800 S DUNCANVILLE RD	Demented Person	Report Made
WELFARE CHECK	300 WILLOW CREEK LN		Completed Assignment
WELFARE CHECK	100 LARIAT TRL		Contact Made
WELFARE CHECK	900 RED OAK CREEK RD		No Contact

# Ovilla Fire Department

## September Monthly Report



**Fire Chief Brandon Kennedy**

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

## Mission Statement

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

## Summary of Staffing for the Department

- Currently the Department has 0 Firefighter Paramedic position open.
- Currently the Department has 1 Firefighter Basic position open.
- Currently the Department has 0 Volunteer Firefighter position open.
- Current Staffing
  - 2 Chiefs
  - 5 Captains
  - 23 Firefighter Paramedics
  - 7 Firefighter EMT-Basics
  - 12 Volunteer Firefighters
  - Total Staffing of 49 out of 50 positions
- Of the Volunteers on staff,
  - 5 of them are Dual Certified, meaning they have their Fire Certs and EMT Basic and or Paramedic
  - 1 have just their Fire Certs
  - 1 have just their EMT Basic or Paramedic
  - 5 Volunteers do not have any Certification currently.

## Grants Report

## Summary of Events for the Department

- For the month of September, we had a 27% increase in call volume compared to September of 2020. We made a total of 80 calls (September 2020 we ran 63) through dispatch, and several public service calls that were not dispatched. These public service calls 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.
- To date for this year, we have ran 809 calls for service which is a 27% increase over this time last year where we were at 637.
- Siren Testing complete, and all are working properly.
- COVID-19 numbers back and forth right now with numbers being low one day and high the next. We will continue to monitor the county activity and continue to do our part with testing and practicing safe measures.

## 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)
- 28/ 60 Volunteer shifts were covered, and these 28 shifts we had 4 personnel on the Engine.

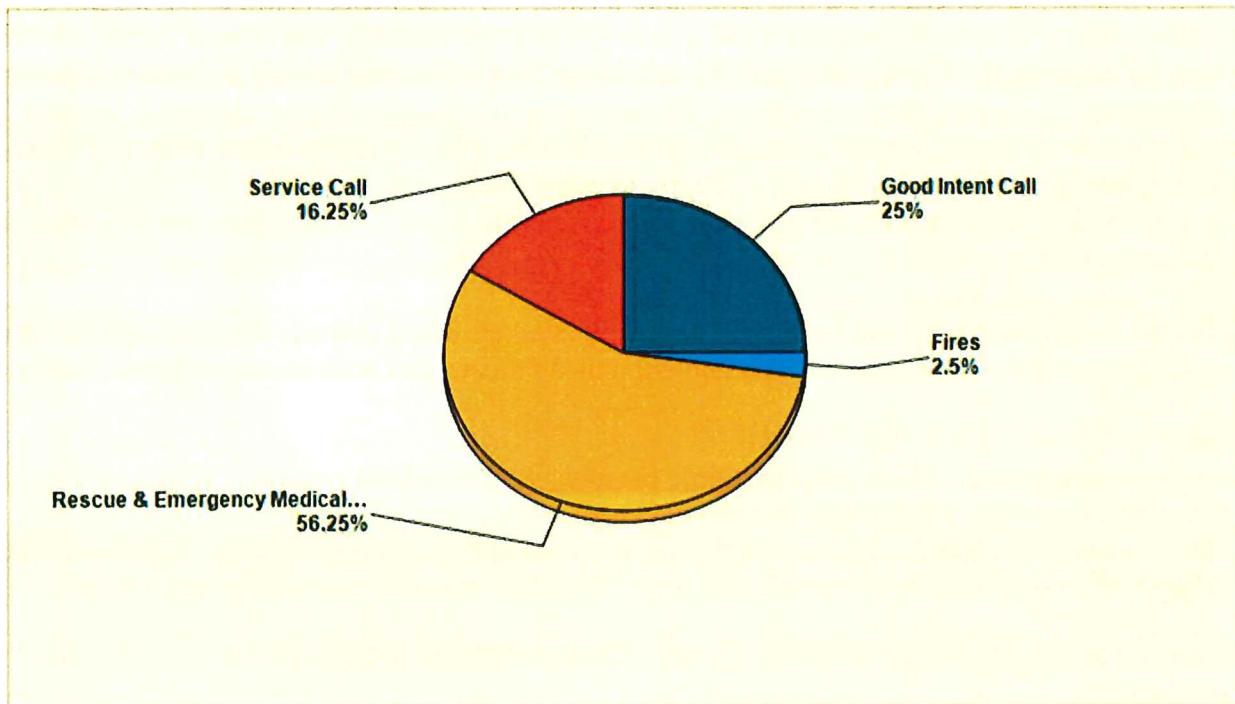
## Summary of Activity from Deputy Chief / Fire Marshal's Office

- 3 Inspections
- 2 consults
- 4 meetings
- Siren test
- CQI reports

## Monthly Call Summary

INCIDENT COUNT		
INCIDENT TYPE	# INCIDENTS	
EMS	45	
FIRE	35	
<b>TOTAL</b>	<b>80</b>	
MUTUAL AID		
Aid Type	Total	
Aid Given	6	
Aid Received	1	
OVERLAPPING CALLS		
# OVERLAPPING	% OVERLAPPING	
2	2.5	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	EMS	FIRE
Station 701	0:07:00	0:04:26
<b>AVERAGE FOR ALL CALLS</b>		<b>0:06:56</b>
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)		
Station	EMS	FIRE
Station 701	0:01:35	0:00:54
<b>AVERAGE FOR ALL CALLS</b>		<b>0:01:33</b>
AGENCY		AVERAGE TIME ON SCENE (MM:SS)
Ovilla Fire Department		16:52

## Breakdown by Major Incident Type



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	2	2.5%
Rescue & Emergency Medical Service	45	56.25%
Service Call	13	16.25%
Good Intent Call	20	25%
<b>TOTAL</b>	<b>80</b>	<b>100%</b>

Average .50 fire per week

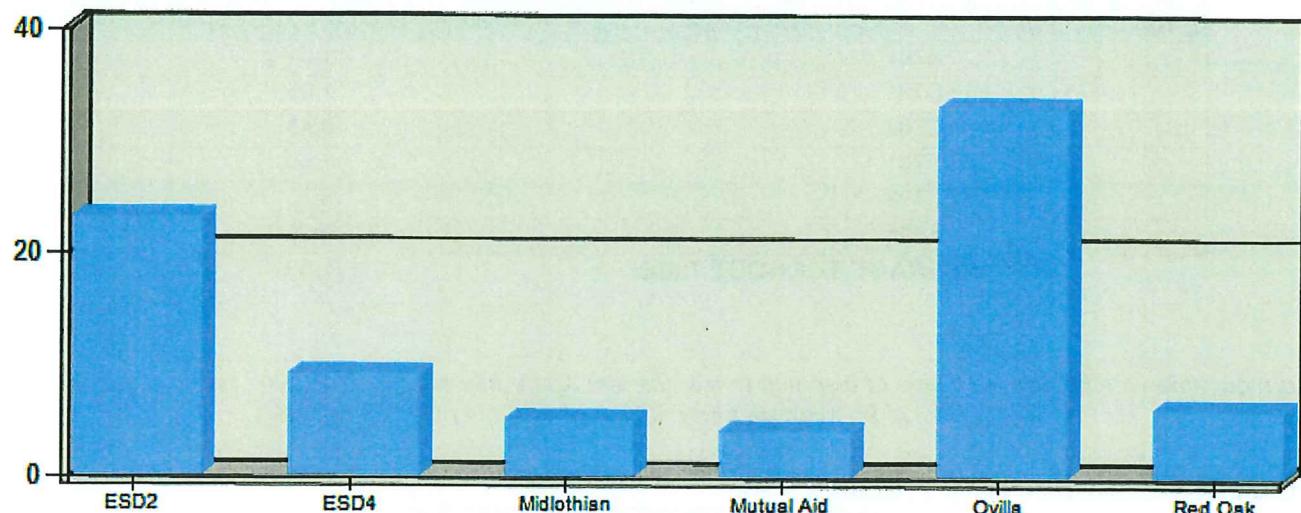
Average 2.67 calls per day

Average 20.00 calls per week

Number of Overlapping Calls | **2**

**Total Ovilla Fire Department Runs | 80**

## Breakdown by Districts



District	# INCIDENTS
ESD2 - ESD #2	23
ESD4 - ESD #4	9
Midlothian - Midlothian City Limits	5
Mutual Aid - Mutual Aid	4
Ovilla - City Limits	33
Red Oak - Red Oak City Limits	6
<b>TOTAL:</b>	<b>80</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	AVERAGE RESPONSE TIME IN MINUTES (DISPATCH TO ARRIVED)
Midlothian - Midlothian City Limits	20.4
ESD4 - ESD #4	9.17
ESD2 - ESD #2	7.96
Ovilla - City Limits	5.55
	7.56

*Response times are figured by Time of Dispatch to Arrival at scene time. Overall, the goal is that in our "First-In Districts", City Limits, ESD #2, and ESD #4, we are there in under 8 minutes.*

**Average Turn Out Time Dispatch to En-Route by Apparatus**

APPARATUS	TURNOUT TIME (min) (Dispatch to Enroute)
B701	1:51
C701	1:05
C702	0:48
E701	1:36
E702	3:20
S701	0:39
<b>AVERAGE TURNOUT TIME:</b> 1:33	

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

**Incident Count Per Apparatus**

APPARATUS	# of INCIDENTS
B701	3
C701	15
C702	8
E701	64
E702	1
S701	2

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**

Ovilla Fire Department Mileage, Fuel and Maintenance Report for September						
Apparatus	Beginning Mileage	Ending Mileage	Mileage for the Month	Fuel Expenses	Maintenance Expenditures	
B701	60,129	60,163	34	\$ 42.08	\$ -	
B702	4,277	4,304	27	\$ 64.26	\$ -	
C701	36,870	37,334	464	\$ 58.00	\$ 219.92	
C702	8,261	8,554	293	\$ 84.94	\$ -	
S701	110,730	111,149	419	\$ 119.88	\$ -	
E701	28,143	28,323	180	\$ 108.51	\$ 275.00	
E702	31,971	32,365	394	\$ 357.78	\$ -	
E703	-	-	0	\$ -	\$ -	
R755	21,667	21,845	178	\$ 117.90	\$ 7,081.56	
Station Supplies (Small Equipment Fuel, Propane, Other)				\$ -	\$ -	
Totals for the Month			1,989	\$ 953.35	\$ 7,576.48	



**Date: October 11, 2021**

**To: Honorable Mayor and Council Members**

**Subject: Financial Statement Summaries for  
October 1, 2020, thru August 31, 2021**

**This period covers 92% of the FY2021 Budget.**

**From:**

**Sharon Jungman – Finance Director**

## CITY-WIDE OPERATING FUND TOTALS

For FY2021 October 2020 thru August 2021



TOTAL REVENUES		2020	2021	2021	2021
		Actual	Actual	Adopted	% of Budget
		To Date	To Date	Budget	Used
100	General Fund	3,412,932	3,533,024	4,382,620	81%
110	Leose	-	-	1,100	0%
120	Street Improvement	66,821	92,477	63,000	147%
130	Court Technology	1,426	1,674	2,000	84%
140	Court Security	1,234	1,958	1,500	131%
200	Water & Utilities	1,575,168	1,512,542	1,666,879	91%
250	WWW Infrasturcture Improv.	61,258	60,201	65,000	93%
400	Debt Service Fund	472,499	581,354	570,550	102%
500	Municipal Devel. District	80,814	94,168	527,331	18%
600	4B Economic Devel. Fund	138,224	189,792	160,920	118%
700	Park Impact Fund	4,683	335	26,000	1%
800	Water & Utilities Impact Fund	40,948	5,269	131,705	4%
Total		\$ 5,856,006	\$ 6,072,794	\$ 7,598,605	80%

TOTAL EXPENDITURES		2020	2021	2021	2021
		Actual	Actual	Adopted	% of Budget
		To Date	To Date	Budget	Used
100	General Fund	3,361,442	3,697,885	4,382,620	84%
110	Leose	-	-	1,100	0%
120	Street Improvement	-	-	63,000	0%
130	Court Technology	-	-	2,000	0%
140	Court Security	1,076	800	1,500	53%
200	Water & Utilities	1,273,014	1,271,614	1,666,879	76%
250	WWW Infrasturcture Improv.	(4)	-	65,000	0%
400	Debt Service Fund	577,450	569,600	570,550	100%
500	Municipal Devel. District	16,380	226,876	527,331	43%
600	4B Economic Devel. Fund	7,764	13,397	160,920	8%
700	Park Impact Fund	-	8,415	26,000	32%
800	Water & Utilities Impact Fund	-	-	131,705	0%
Total		\$ 5,237,122	\$ 5,788,586	\$ 7,598,605	76%

City of Ovilla  
 Financial Statement  
 As of August 31, 2021

10/4/2021 2:40 PM

100 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Taxes	49,937.53	221,164.33	(171,226.80)	2,646,030.26	2,654,965.00	99.66%	8,934.74
Licenses-Permits-Fees	7,540.95	10,621.58	(3,080.63)	52,629.66	127,510.00	41.27%	74,880.34
Services	22,641.19	47,144.46	(24,503.27)	416,880.07	565,960.00	73.66%	149,079.93
Fines & Forfeitures	4,577.03	10,458.32	(5,881.29)	54,741.43	125,550.00	43.60%	70,808.57
Other Revenue	26,586.33	40,476.70	(13,890.37)	196,730.19	485,785.00	40.50%	289,054.81
Transfers	0.00	68,678.34	(68,678.34)	0.00	422,850.00	0.00%	422,850.00
Intergovernmental	0.00	0.00	0.00	166,012.00	0.00	0.00%	(166,012.00)
Revenue Totals	<u>111,283.03</u>	<u>398,543.73</u>	<u>(287,260.70)</u>	<u>3,533,023.61</u>	<u>4,382,620.00</u>	<u>80.61%</u>	<u>849,596.39</u>
<b>Expense Summary</b>							
Personnel	151,505.71	169,569.55	(18,063.84)	1,856,684.59	2,017,496.00	92.03%	160,811.41
Employee Benefits	20,853.39	37,663.30	(16,809.91)	378,185.90	451,131.00	83.83%	72,945.10
Special Services	(5,405.54)	13,388.72	(18,794.26)	69,811.63	148,475.00	47.02%	78,663.37
Contractual Services	854.42	22,395.62	(21,541.20)	155,732.92	278,281.00	55.96%	122,548.08
Operating Services	(12,000.00)	8,162.52	(20,162.52)	63,001.89	98,142.00	64.19%	35,140.11
Special Expenses	850.19	2,720.22	(1,870.03)	129,923.43	34,850.00	372.81%	(95,073.43)
Supplies	4,592.61	4,968.76	(376.15)	40,251.71	58,350.00	68.98%	18,098.29
Professional Development	2,705.38	2,024.00	681.38	9,910.83	26,800.00	36.98%	16,889.17
Software & Computer Equipment	(16.23)	6,516.34	(6,532.57)	53,383.13	78,029.00	68.41%	24,645.87
Printing Expense	850.03	1,474.12	(624.09)	11,016.25	17,644.00	62.44%	6,627.75
Utilities	30,327.24	31,640.09	(1,312.85)	312,314.89	379,480.00	82.30%	67,165.11
Repairs - Bldg & Machinery	8,678.70	9,942.31	(1,263.61)	88,415.00	120,118.00	73.61%	31,703.00
Insurance	(8,894.65)	3,712.43	(12,607.08)	34,818.70	39,779.00	87.53%	4,960.30
Other Expense	1,607.63	3,947.55	(2,339.92)	21,969.08	48,370.00	45.42%	26,400.92
Minor Capital Outlay	2,279.11	8,749.06	(6,469.95)	113,929.75	131,125.00	86.89%	17,195.25
Vehicle Expenses	5,648.82	3,857.40	1,791.42	36,577.73	49,300.00	74.19%	12,722.27
Capital Outlay	11,535.75	67,533.34	(55,997.59)	318,694.78	401,950.00	79.29%	83,255.22
Rentals	271.91	274.89	(2.98)	3,262.92	3,300.00	98.88%	37.08
Expense Totals	<u>216,244.47</u>	<u>398,540.22</u>	<u>(182,295.75)</u>	<u>3,697,885.13</u>	<u>4,382,620.00</u>	<u>84.38%</u>	<u>684,734.87</u>

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110 - LEOSE	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

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120 - Street Improvement Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Taxes	9,196.76	5,247.90	3,948.86	92,477.21	63,000.00	146.79%	(29,477.21)
Revenue Totals	<u>9,196.76</u>	<u>5,247.90</u>	<u>3,948.86</u>	<u>92,477.21</u>	<u>63,000.00</u>	<u>146.79%</u>	<u>(29,477.21)</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>

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130 - Court Technology	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Fines & Forfeitures	114.18	166.60	(52.42)	1,674.43	2,000.00	83.72%	325.57
Revenue Totals	<u>114.18</u>	<u>166.60</u>	<u>(52.42)</u>	<u>1,674.43</u>	<u>2,000.00</u>	<u>83.72%</u>	<u>325.57</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>

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140 - Court Security	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Fines & Forfeitures	136.03	124.95	11.08	1,957.66	1,500.00	130.51%	(457.66)
Revenue Totals	<u>136.03</u>	<u>124.95</u>	<u>11.08</u>	<u>1,957.66</u>	<u>1,500.00</u>	<u>130.51%</u>	<u>(457.66)</u>
<b>Expense Summary</b>							
Other Expense	79.95	99.96	(20.01)	799.50	1,200.00	66.63%	400.50
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>799.50</u>	<u>1,500.00</u>	<u>53.30%</u>	<u>700.50</u>

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200 - Water And Utilities Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Services	151,186.88	106,190.94	44,995.94	1,421,880.73	1,274,800.00	111.54%	(147,080.73)
Other Revenue	0.76	5,837.49	(5,836.73)	89,411.41	70,050.00	127.64%	(19,361.41)
Transfers	1,250.00	27,134.27	(25,884.27)	1,250.00	322,029.00	0.39%	320,779.00
Revenue Totals	<u>152,437.64</u>	<u>139,162.70</u>	<u>13,274.94</u>	<u>1,512,542.14</u>	<u>1,666,879.00</u>	<u>90.74%</u>	<u>154,336.86</u>
<b>Expense Summary</b>							
Personnel	23,504.54	28,622.88	(5,118.34)	297,801.22	340,466.00	87.47%	42,664.78
Employee Benefits	4,690.89	8,274.96	(3,584.07)	86,298.05	98,982.00	87.19%	12,683.95
Special Services	244.00	8,007.52	(7,763.52)	41,164.14	94,200.00	43.70%	53,035.86
Contractual Services	0.00	1,106.64	(1,106.64)	8,050.00	14,000.00	57.50%	5,950.00
Supplies	472.87	750.40	(277.53)	6,827.25	8,750.00	78.03%	1,922.75
Special Expenses	0.00	0.00	0.00	11,762.53	0.00	0.00%	(11,762.53)
Professional Development	0.00	534.38	(534.38)	3,076.24	4,700.00	65.45%	1,623.76
Software & Computer Equipment	68.93	1,124.63	(1,055.70)	10,218.67	13,500.00	75.69%	3,281.33
Printing Expense	0.00	129.12	(129.12)	2,923.94	1,550.00	188.64%	(1,373.94)
Utilities	62,219.65	60,478.94	1,740.71	691,001.29	725,691.00	95.22%	34,689.71
Other Expense	613.72	833.13	(219.41)	8,633.16	10,280.00	83.98%	1,646.84
Rentals	0.00	72.09	(72.09)	969.34	1,130.00	85.78%	160.66
Operating Services	138.00	699.84	(561.84)	7,692.84	8,400.00	91.58%	707.16
Vehicle Expenses	730.44	804.36	(73.92)	5,790.45	8,215.00	70.49%	2,424.55
Repairs - Bldg & Machinery	4,759.83	3,529.18	1,230.65	31,935.26	39,500.00	80.85%	7,564.74
Insurance	(2,257.22)	675.95	(2,933.17)	6,289.68	8,115.00	77.51%	1,825.32
Minor Capital Outlay	441.95	842.78	(400.83)	5,207.33	7,150.00	72.83%	1,942.67
Capital Outlay	356.84	13,655.59	(13,298.75)	45,973.00	173,950.00	26.43%	127,977.00
Reserve	0.00	9,021.39	(9,021.39)	0.00	108,300.00	0.00%	108,300.00
Expense Totals	<u>95,984.44</u>	<u>139,163.78</u>	<u>(43,179.34)</u>	<u>1,271,614.39</u>	<u>1,666,879.00</u>	<u>76.29%</u>	<u>395,264.61</u>

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<b>250 - WWW Infrastructure Improvements</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Services	5,544.75	5,414.50	130.25	60,201.49	65,000.00	92.62%	4,798.51
Revenue Totals	<u>5,544.75</u>	<u>5,414.50</u>	<u>130.25</u>	<u>60,201.49</u>	<u>65,000.00</u>	<u>92.62%</u>	<u>4,798.51</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>

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400 - Debt Service Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Other Revenue	0.59	45.83	(45.24)	6.38	550.00	1.16%	543.62
Transfers	0.00	9,021.39	(9,021.39)	0.00	108,300.00	0.00%	108,300.00
Taxes	1,948.05	38,459.61	(36,511.56)	581,347.80	461,700.00	125.91%	(119,647.80)
Revenue Totals	<u>1,948.64</u>	<u>47,526.83</u>	<u>(45,578.19)</u>	<u>581,354.18</u>	<u>570,550.00</u>	<u>101.89%</u>	<u>(10,804.18)</u>
<b>Expense Summary</b>							
Long Term Debt	494,600.00	47,526.81	447,073.19	569,600.00	570,550.00	99.83%	950.00
Expense Totals	<u>494,600.00</u>	<u>47,526.81</u>	<u>447,073.19</u>	<u>569,600.00</u>	<u>570,550.00</u>	<u>99.83%</u>	<u>950.00</u>

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500 - Municipal Development District Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Taxes	9,590.95	5,331.20	4,259.75	92,303.46	64,000.00	144.22%	(28,303.46)
Other Revenue	161.37	283.22	(121.85)	1,864.60	3,400.00	54.84%	1,535.40
Transfers	0.00	91,986.20	(91,986.20)	0.00	459,931.00	0.00%	459,931.00
Revenue Totals	<u><u>9,752.32</u></u>	<u><u>97,600.62</u></u>	<u><u>(87,848.30)</u></u>	<u><u>94,168.06</u></u>	<u><u>527,331.00</u></u>	<u><u>17.86%</u></u>	<u><u>433,162.94</u></u>
<b>Expense Summary</b>							
Special Services	0.00	233.33	(233.33)	2,100.00	2,100.00	100.00%	0.00
Supplies	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
Insurance	(138.66)	23.32	(161.98)	261.62	280.00	93.44%	18.38
Reserve	0.00	5,449.50	(5,449.50)	0.00	65,420.00	0.00%	65,420.00
Capital Outlay	(595.96)	91,886.20	(92,482.16)	224,514.01	459,431.00	48.87%	234,916.99
Expense Totals	<u><u>(734.62)</u></u>	<u><u>97,600.68</u></u>	<u><u>(98,335.30)</u></u>	<u><u>226,875.63</u></u>	<u><u>527,331.00</u></u>	<u><u>43.02%</u></u>	<u><u>300,455.37</u></u>

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600 - 4B Economic Development Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Taxes	18,393.53	10,412.50	7,981.03	184,954.45	125,000.00	147.96%	(59,954.45)
Other Revenue	556.64	433.16	123.48	4,837.74	5,200.00	93.03%	362.26
Transfers	0.00	2,734.02	(2,734.02)	0.00	30,720.00	0.00%	30,720.00
Revenue Totals	<u>18,950.17</u>	<u>13,579.68</u>	<u>5,370.49</u>	<u>189,792.19</u>	<u>160,920.00</u>	<u>117.94%</u>	<u>(28,872.19)</u>
<b>Expense Summary</b>							
Grant Expense	0.00	416.67	(416.67)	5,000.00	5,000.00	100.00%	0.00
Reserve	0.00	11,037.25	(11,037.25)	0.00	132,500.00	0.00%	132,500.00
Special Services	0.00	741.51	(741.51)	6,300.00	6,800.00	92.65%	500.00
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)	630.00	300.00	210.00%	(330.00)
Insurance	(76.47)	26.65	(103.12)	266.64	320.00	83.33%	53.36
Other Expense	0.00	899.64	(899.64)	1,200.00	10,800.00	11.11%	9,600.00
Expense Totals	<u>(76.47)</u>	<u>13,579.88</u>	<u>(13,656.35)</u>	<u>13,396.64</u>	<u>160,920.00</u>	<u>8.33%</u>	<u>147,523.36</u>

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700 - Park Impact Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Services	334.52	833.00	(498.48)	334.52	10,000.00	3.35%	9,665.48
Other Revenue	0.00	1,332.80	(1,332.80)	0.00	16,000.00	0.00%	16,000.00
Revenue Totals	<u><u>334.52</u></u>	<u><u>2,165.80</u></u>	<u><u>(1,831.28)</u></u>	<u><u>334.52</u></u>	<u><u>26,000.00</u></u>	<u><u>1.29%</u></u>	<u><u>25,665.48</u></u>
<b>Expense Summary</b>							
Minor Capital Outlay	0.00	0.00	0.00	8,414.63	0.00	0.00%	(8,414.63)
Capital Outlay	0.00	2,165.80	(2,165.80)	0.00	26,000.00	0.00%	26,000.00
Expense Totals	<u><u>0.00</u></u>	<u><u>2,165.80</u></u>	<u><u>(2,165.80)</u></u>	<u><u>8,414.63</u></u>	<u><u>26,000.00</u></u>	<u><u>32.36%</u></u>	<u><u>17,585.37</u></u>

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800 - Water And Utilities Impact Fee Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Services	5,267.41	10,723.22	(5,455.81)	5,267.41	128,705.00	4.09%	123,437.59
Other Revenue	0.00	0.00	0.00	1.21	0.00	0.00%	(1.21)
Transfers	0.00	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
Revenue Totals	<u>5,267.41</u>	<u>10,973.22</u>	<u>(5,705.81)</u>	<u>5,268.62</u>	<u>131,705.00</u>	<u>4.00%</u>	<u>126,436.38</u>
<b>Expense Summary</b>							
Contractual Services	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	<u>0.00</u>	<u>10,971.12</u>	<u>(10,971.12)</u>	<u>0.00</u>	<u>131,705.00</u>	<u>0.00%</u>	<u>131,705.00</u>

## Ovilla Municipal Court Report

FY-2020-2021	City		Total Revenue	Amount Kept by City	Amount sent to State	Warrants Issued	Warrants Cleared	Uncontested Disposition	Defensive Driving	Deferred Disposition	Compliance Dismissals	Trial
	Total Traffic Cases Filed	Ordinance Filed										
<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>	46	1	\$7,019.60	\$4,305.42	\$2,714.18	0	3	5	9	5	0	0
<b>February</b>	19	0	\$4,709.70	\$2,812.74	\$1,896.96	0	7	7	4	7	0	0
<b>March</b>	64	2	\$10,436.61	\$6,312.23	\$4,124.38	0	10	21	5	14	0	0
<b>April</b>	94	5	\$13,019.20	\$7,433.53	\$5,585.67	0	4	16	15	9	1	0
<b>May</b>	93	0	\$15,578.80	\$9,209.71	\$6,369.09	19	9	22	11	2	1	0
<b>June</b>	54	0	\$11,398.17	\$6,172.61	\$5,225.56	54	10	14	9	10	0	0
<b>July</b>	45	3	\$10,619.60	\$7,819.03	\$2,800.57	27	13	13	18	12	2	0
<b>August</b>	68	0	\$7,641.01	\$5,117.88	\$2,523.13	71	7	11	9	10	2	0
<b>September</b>	70	3	\$9,873.82	\$6,335.62	\$3,538.20	62	5	12	10	5	0	0
<b>Totals</b>	<b>617</b>	<b>17</b>	<b>\$110,837.08</b>	<b>\$68,048.64</b>	<b>\$42,788.44</b>	<b>233</b>	<b>76</b>	<b>150</b>	<b>104</b>	<b>88</b>	<b>6</b>	<b>0</b>

### 2019-2020 FY

<b>September</b>	28	4	\$3,457.10	\$2,070.98	\$1,386.12	0
<b>FY Totals</b>	<b>393</b>	<b>14</b>	<b>\$102,864.02</b>	<b>\$70,660.89</b>	<b>\$32,203.13</b>	<b>157</b>

### Staffing

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

# PUBLIC WORKS DIRECTOR REPORT

**Parks department.** *The parks department has kept up with the mowing as well as possible and keeping the playgrounds cleaned and in top shape. Ainsley was asked to evaluate a leak at the fire dept. coming from the roof and was able to determine where it was coming from. Also found some structural issues that need to be inspected.*

**TO:** Honorable Mayor and City Council Members, City Manager-Pam Woodall

**FROM:** James Kuykendall -Public Works Director

**TOPIC:** September 2021 Public Works Overview Report

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- **Employee status report**

- We are currently fully staffed
- I currently have one employee scheduled for testing this month.

## **Public Works Project Overview**

*The Public Works Dept. would like to thank the council and staff for continued support on our efforts to make Ovilla a customer friendly city.*

**Public Parking Lot-** the ADA inspector has done the inspection on the new parking lot, and we have a couple of cross slope issues, I spoke to the contractor and he is waiting for the report to come in and he will be here to fix the issues.

**Vehicle Status-** all vehicles are current on tags and inspections. We are in the process of placing orders on the new vehicles and equipment.

**Water Dept.** The Water/Wastewater department has completed all regulatory reports for sampling and water quality to TCEQ for the month of May. The CCR has been completed and sent to print.

**Street Dept.** the street department has been working on potholes and street repairs between the storms and rain.

## **American Water Infrastructure Act.**

We will be starting on the AWIA report this month and getting part two of the report finished and sent to TCEQ

# PUBLIC WORKS DIRECTOR REPORT

**MS4 report update.** Permit is current

**Projects.** We have ordered the new restrooms and are in the process of drawing up a site plan for Founder's Park and the location of the new pavilion and walking trails. We hope to have all of it ready for the November City Council meeting.

1. The new chemical buildings are complete at a total of \$34020.00.
2. The parks Dept. is working on the entrance to the City Council Chambers to get it ADA compliant.
3. We are in the process of getting final quotes on the Radio Read Meter System
4. Waiting on final quotes for the upgrade to our SCADA system.
5. The equipment has been ordered for the building security for Public Works
6. The generator has been ordered and the wait time is 20 to 22 weeks. It won't be in service this winter.

Public works worked on a main break on 664. We had some issues getting the water turned off. In the process, we found a couple of valves that were not on the map. After finding them, we were able to isolate the leak and get the water shut down. This caused the water to be off longer than normal. We were losing too much water to allow it to leak until we could notify anyone. We never want to have our citizens services to have interruptions, but the leak was too big to let it continue.

# CONSTRUCTION/PROJECTS REPORT

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

**FROM: Randall Bailey**

**TOPIC: Construction Inspection/Overview Report September 2021**

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## **Bryson Manor Phase III**

- Pike Electric Co. has continued installing under-ground electrical cables and transformer boxes
- Mowing contractor has started mowing the lots
- Engineer has given their Letter of Release and it has been sent to developer

## **Broadmoor Estates**

- North Texas Hardscape has continued to install the screening wall along Westmoreland Road
- DCG Construction has continued installing gas main for Atmos Energy
- DCG Construction is installing conduit for underground utilities
- CW Young Contractor has started to set form for the water valve pads, adjusting fire hydrants, installing water meter boxes and are bring all sanitary sewer manhole to grade
- CW Young Contractors are painting all fire hydrants



# CITY OF OVILLA WATER DEPT

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

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

**TOPIC: Water/Wastewater Monthly Report for September 2021**

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**Water/Wastewater Staffing: Superintendent- 1 / Utility Crew Leader- 1  
Pending / Utility Worker- 1 (Water Dept is currently fully staffed)**

## WORK ORDERS

**Work Orders completed for the month of September ,2021.**

Gov Pilot Reporting

Balances

	Total	Completed
Water/Wastewater Dept -	20	18

## Water Wholesale Purchased & Pumped September 2021

- Gallons pumped- 22.277.000MG Retail Billed 22.013.000MG, Retail Unbilled 16.4K , Builder metered 2.5K , Maintenance flushing 120K,**

## Water Infrastructure Repairs

- No main line water repairs to report for the month of September.**

## WATER

- Water cutoffs – Water cutoffs were performed for month of August.**
- Daily water sampling and pump station site check. (State Requirement)**

# CITY OF OVILLA

## WATER DEPT

- **Daily Monitoring Chemical Feed - CL2 & NH3 feed rate and ratio check.** (State Requirement)
- **NAP Nitrification Action Plan performed daily @ 5 distribution locations.** (State Requirement)
- **Monthly TCEQ BACTI- water samples collected and sent to lab.** (State Requirement)
- **Performed calibration checks -chlorine meter & HACH SL1000 meter** (State Requirement)
- **Flushed dead end main's- Per state requirement.**
- **Water Meter's- Read monthly water meters.**
- **Monthly Repairs List- Completed monthly repairs list for replacing meter lids, boxes & water meters as needed.**

## WASTEWATER

### **Daily Site Checks of Lift Stations**

- **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)**
- **Site Maintenance- Cleaned all stations and wet wells.**
- **Lift Station preventive maintenance- Added lift station degreaser / Emulsifier once weekly to all stations as part of a maintenance program.**

**This completes the monthly report for Water/Wastewater Department for the month of September 2021.**

# STREETS AND DRAINAGE REPORT

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

**FROM: Johnny Cruz**

**TOPIC: Public Works Overview Report September 2021**

## **Street/Drainage**

- Picked up 9 tons of asphalt.
- Crumbled bad spots near 707 W. Main, dug out and prepped for asphalt overlay
- Roads patched: Northwood, Johnson Ln., Shiloh Rd., Bryson, Westmoreland, Red Oak Creek Rd., William Dr., Cardinal, Meadowlark
- Finished crack sealing Suburban Dr.
- Started crack sealing: Georgetown, Buckboard, Silver Spur
- 44 street signs replaced with 12" size signs
- Mow city rights-of-way(s)
- Correct drainage 214 Willow Creek- graded ditch for water flow.
- Corrected drainage @ 103 Cockrell Hill. Cleaned out ditch behind property on city side to help water runoff from flowing back towards property
- Help read monthly water meters

**Street and Drainage Department**

*Johnny Cruz*

# PARK DEPARTMENT REPORT

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

**FROM: Ainsley Jarvis – Park Department**

**TOPIC: Park Department Report September 2021**

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## **HERITAGE PARK**

- Mowed & trimmed grass 4 times
- Check restrooms daily and clean
- Empty garbage cans once a week or when needed
- Park walk around – daily pickup of debris and garbage

## **CINDY JONES PARK**

- Mowed Park 2 times this month
- Mowed Playground and trimmed 4 times
- Mowed baseball fields 4 times
- Emptied garbage cans
- Cleaned wooden structure debris from park
- Raked out kiddie cushion on playground during inspections and picked up garbage on premises.

## **ASHBURNE GLEN PARK**

- Mowed Park 3 times this month
- Picked up garbage on premises and emptied garbage cans
- Raked out kiddie cushion under swings and around playground equipment while inspecting park

## **SILVER SPUR PARK**

- Mowed Park 2 times this month
- Raked kiddie cushion under swings during inspection of playground equipment.

## **FACILITIES**

- Changed marque signage 2 times
- Put down aluminum threshold over exposed wires in Council Chamber
- Cut down dead cedar tree on back side of fire hall
- Worked on concessions restrooms put up trim and painted.
- Started trimming low tree limbs on Ashburne Glen frontage on Cockrell Hill Rd.
- Park Employee helped 3 days in water department to read water meters
- Inquired into new bathroom and pavilion for Founder's Park

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

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

Subject: **Code Enforcement Monthly Report**

Calls For Service	Sept. 2021	Sept.2021 YTD	Sept .2020	
Complaint (Nuis 17 Permit 7,Parking 11)	35	460	40	
Follow up (Nuis 17 Permit 7 Park 11)	35	472	48	
Door Notice (Nui - 8 Permit 2 Parking 3)	13	108	34	
Mail Notice ( Parking 5 nuisance 2 perm 1 )	8	103	18	
Posted Property (nuisance 2)	2	31	7	
Court FTA -1 Jv,1 Perm,1 Park	\$0	\$420	\$196.00	
Citizen Contacts	47	335	74	
Permits Reviewed	22	158	18	
Permits Issued	18	126	12	
Inspections	29	216	12	
Nuisance Abated by City2 illegal dump	2	20	14	
Nuisance Signs (Garage sale-11 business 22 )	33	281	27	
BOA Acc Building Location Approved	0	7	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**

Calls For Service	Sept.2021	Sept.2021 YTD	Sept.2020	
Complaint (Regist-19 At Large 5 Bark1 )	25	210	29	
Follow up	25	212	29	
Door Notice (Regis-5, Bark at large 2	7	70	24	
Impounded Animal (Dog 3)	3	33	5	
Animal welfare check	5	150	3	
Impound Results (Transport 2 Ret own 1)	3	36	4	
Impound fee collected	\$35.00	\$320.00	90	
Court	\$0.00	\$355.00	0	
Citizen Contacts	23	158	32	
Animal registration \$96	5	171	26	
Registration Letter Mailed	0	57	24	
Nuisance letter - barking 0 At large	0	9	1	
Animals released 1 snake	1	20	4	
Deceased removed	23	160	15	
Oak Leaf - 1 dog, 1 Snake	2	17	2	
Traps Checked Out	3	23	2	

**HONORABLE MAYOR AND CITY COUNCIL OF OVILLA**  
**Administration Monthly Report for September 2021 Council**  
**City Manager - City Secretary**

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

1. Administration is undergoing job description revisions with the short staff.
  - o Posted for Customer Service Representative (in-house).
  - o Updated job description and posted for City Secretary position.
  - o Created new job description and posted for accountant position.
2. Working on plans to make space for the accountant position and update the old public works offices.
3. Filed claim and received insurance funds for roof replacements to the police and fire buildings. Minor repairs were included to the city hall building. Staff is waiting on a claim adjuster to return for a second review of city hall.
4. HR and CM continue working on a revised Employees Policies Manual.
5. CM and Finance are working on the bond refunding with Hilltop Securities. An ordinance will be presented to Council in November.

**BOARDS AND COMMISSIONS –**

**Board of Adjustment:**

1. BOA regular meeting is scheduled in October.

**Comprehensive Land Use Plan update:**

1. Comprehensive Land Use Plan Review Committee was postponed due to Covid but is ready to resume meetings on October 19.

**Economic Development Corporation:**

1. No activity this month to warrant a meeting.

**Municipal Development District:**

1. No activity this month to warrant a meeting.

**Planning and Zoning Commission:**

1. October 04 meeting and recommendation to Council on Forest Creek Estates.

**CURRENT AND PLANNED DEVELOPMENT PROJECTS-**

**Residential:**

- Broadmoor Estates Phase I
  - o Filed 2 residential building permit applications to date. One is for a model home.
- Bryson Manor III – release issued by city engineer to begin submitting residential building permits.
  - o Filed 4 residential building permit applications to date.
- Forest Creek Estates (formally Miracle Farms):
  - o Staff is working with developer to address city engineer comments. Preliminary Plat will return to P&Z and Council in November for consideration.
- Hollywood Estates
  - o 20-acres east of Broadmoor Estates in the ETJ – construction manager is working with engineers on the utility services to one lot only that is in our city limits (Lot 24).
- Windsor Development LLC –
  - o (South side of Red Oak Creek and Westmoreland) No new information received.



**HONORABLE MAYOR AND CITY COUNCIL OF OVILLA**  
**Administration Monthly Report for September 2021 Council**  
**City Manager - City Secretary**

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- Received call for interest for property development of approximately 12-acres at the 3300 block of FM 664 – no new information received.
- Staff is working with the engineer and owner (Blanchard) of Stonewood Estates potential development off Bryson Lane and another access point at Water Street on annexation and zoning for R-15.
- CM spoke with certified appraiser on Tuesday, September 06.
  - Appraiser had been unavailable during August and September and is now ready to proceed with fair market values of the two city properties under consideration for sale. (708 Main Street and the lot in Brookwood Estates Subdivision)
  - Expected to return in November with certified appraisal and deed restrictions.
  - Have been in discussion with local vendors for asbestos abatement at the house.

**Municipal Buildings:**

- Police Building Renovation
  - MDD approved funds in the fiscal year 2021-2022 budget to renovation the first phase of the station.
    - Chief Bennet met with architect for the renovation and should have preliminary plans to Council for consideration at the November meeting.

**Other/Misc.**

- Public Works is working with a vendor on the electronic meters and a scada.
- Park Department has already submitted purchase orders (buy-board) for the purchase of the pavilion and the new public restrooms to follow through with the development of the Founders Park.
- TXDot 664 expansion – Will bring TXDot documents with estimated cost to Council at the November meeting.
- Code Enforcement:
  - 101 Oakwood is in the stages of abatement preparations for junked vehicles and nuisance.

