

City of *OVILLA* City Council

Kimberly Case, Place One
Dean Oberg, Place Two

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

David Griffin, Place Three
Brad Piland, Place Five

Monday, November 14, 2022
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 **Monday, November 14, 2022, 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 PL3 Griffin
- U.S. Pledge of Allegiance and TX Pledge led by PL5 Piland

II. COMMENTS, PRESENTATIONS, ANNOUNCEMENTS, PROCLAMATIONS

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 citizens' 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. PUBLIC HEARING

P1 To receive public comment on Ordinance No. 2022-18 amending Chapter 14 (Zoning) of the Code of Ordinances of the City Of Ovilla; amending the Table of Land Uses to provide for bed and breakfast facilities; providing a definition of "Bed And Breakfast Facility;" providing an amended definition of "Hotel/Motel;"

a. PRESENTATION – Review by staff.

b. PUBLIC HEARING - Receive comments from those wishing to speak.

V. 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 October 11, 2022

C3. Annual renewal of ESD #2 – Interlocal Services Agreement FY 2022-2023

C4. Annual renewal of Interlocal Agreement between Dallas County and the City of Ovilla pertaining to road and bridge transportation-related improvements or maintenance on or about certain designated roadways situated within the territorial limits of the City of Ovilla.

C5. Annual renewal of Interlocal Agreement between Ellis County and the City of Ovilla for road and street maintenance

C6. Resolution No. 2022-10 A resolution of the City of Ovilla approving the sale of land to the Texas Department of Transportation (Tx-Dot)

C7. Investment Report for July-September 2022

VI. REGULAR AGENDA

City of OVILLA City Council

Kimberly Case, Place One
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-
- ITEM 1.** **DISCUSSION** - Receive a presentation from Community Waste Disposal representative Jason Roemer on the annual review, proposed annual adjustment, and a proposed contract amendment to allow for compressed natural gas (CNG) vehicles.
- ITEM 2.** **DISCUSSION/ACTION** – Consideration of and action on the annual Community Waste Disposal rate adjustment and direct staff to return with an amendment to Section 4 of the current contract, amending the system chart and converting to CNG models.
- ITEM 3.** **DISCUSSION/ACTION** – Consideration of and action on the financial impact to the city for the CWD Annual CPI rate adjustment.
- ITEM 4.** **DISCUSSION/ACTION** – Consideration of and action on the recommendation from the Planning and Zoning Commission on Ordinance No. 2022-18 amending Chapter 14 (Zoning) of the Code of Ordinances of the City of Ovilla; amending the Table of Land Uses to provide for bed and breakfast facilities; providing a definition of “Bed And Breakfast Facility;” providing an amended definition of “Hotel/Motel;” providing a savings clause; providing a severance clause; providing for publication; and providing an effective date.
- ITEM 5.** **DISCUSSION/ACTION** – Consideration of and action on Ordinance No. 2022-21 an Ordinance of the City of Ovilla, Texas, amending Chapter 13, Article 13.03, Division 2, Section 13.03.045 and Appendix Article a7.000, of the Code of Ordinances of the City of Ovilla; providing penalties for damaging or tampering with water meters; providing water and wastewater tap fees; providing water meter fees; providing a savings clause; providing a severance clause; providing for incorporation into the Code of Ordinances; providing for publication; and providing an effective date.
- ITEM 6.** **DISCUSSION/ACTION** – Consideration of and action on Ordinance No. 2022-22 an ordinance of the City of Ovilla, Texas, amending Appendix A (fee schedule), Article A4.000, Section A4.001(1)(D) of the Code of Ordinances of the City of Ovilla; providing a fee for HVAC installation inspections; providing a savings clause; providing a severance clause; providing for incorporation into the code of ordinances; providing for publication; and providing an effective date.
- ITEM 7.** **DISCUSSION/ACTION** – Consideration of and action on a recommendation from the Planning and Zoning Commission on a request from Developer Steve Choe and Engineer Glen Kistenmacher to grant an extension on the Forest Creek Estates Preliminary Plat.
- ITEM 8.** **DISCUSSION** – Discuss a possible amendment to the Code of Ordinances to provide additional regulations for peddlers within the City of Ovilla including but not limited to signage addressing peddlers in the city and a mandatory safety vest requirement for all peddlers, as requested by Place 4, Mayor Pro Tem Hunt.
- ITEM 9.** **DISCUSSION** – Discuss the Annual Christmas Tree Lighting event to be held at Heritage Park on Thursday, December 1, 2022.
- ITEM 10.** **DISCUSSION/ACTION** – Consideration of and action on Ordinance No. 2022-23 of the City of Ovilla, Texas amending Appendix A, Article A7.000, Section A7.003 of the Code of Ordinances of the City of Ovilla; establishing monthly water and wastewater rates for residential and nonresidential customers; providing a savings clause; providing a severance clause; providing incorporation into the Ovilla Code of Ordinances; providing an effective date; and providing for publication.

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ITEM 11. DISCUSSION/ACTION – Consideration of any item(s) pulled from the Consent Agenda for individual consideration and action.

VII. STAFF REPORTS

• Department Activity Reports / Discussion

- | | |
|--|-------------------------------------|
| • Police Department | Police Chief J. Bennett |
| ➤ Police Activity and Staffing Updates | |
| • Fire Department | Fire Chief B. Kennedy |
| ➤ Fire Activity and Staffing Updates | |
| • Public Works Department | Public Works Director J. Kuykendall |
| ➤ Public Works Activity and Staffing Updates | |
| • Finance Department | Finance Director S. Jungman |
| ➤ Finance Activity and Staffing Updates | |
| • Administration | City Manager P. Woodall |
| ➤ Administration Activity and Staffing Updates | City Secretary B. Taylor |

VIII. EXECUTIVE SESSION

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

A. Convene into Executive Session.

ES ITEM 1. DISCUSSION/ACTION – Closed Session - Called pursuant to Section 551.074 (1) of the Texas Government Code: Personnel Matters; to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

Finance Director

City Manager

B. Reconvene into Regular (Open) Session

ES ITEM 2. DISCUSSION/ACTION – Any action necessary or appropriate as a result of the closed executive session.

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

X. ADJOURNMENT

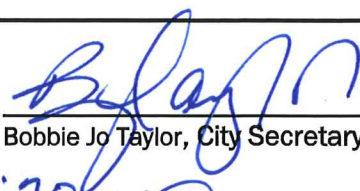
THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF November 14, 2022, Regular City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.cityofovilla.org, on the 10th day of November 2022, prior to 6:00 p.m., in compliance with Chapter 551, Texas Government Code. A quorum of the governmental body will be physically present at the location noticed above. Pursuant to Tex. Gov't Code 551.127, one or more members of the governing body may appear via videoconference call.

City of OVILLA City Council

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Bobbie Jo Taylor, City Secretary



DATE OF POSTING: 11/10/22 TIME: 3:20 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.

11.14.2022

Public Hearing P1

To
Honorable Mayor and Council

From
Staff

CC
Applicable Departments

P1 To receive public comment on Ordinance No. 2022-18 amending Chapter 14 (Zoning) of the Code of Ordinances of the City Of Ovilla; amending the Table of Land Uses to provide for bed and breakfast facilities; providing a definition of "Bed And Breakfast Facility;" providing an amended definition of "Hotel/Motel;"

a. PRESENTATION – Review by staff.

b. PUBLIC HEARING - Receive comments from those wishing to speak.

STAFF COMMENT: The Planning and Zoning Commission held a public hearing on November 7, 2022. The recommendation from the Planning and Zoning Commission was favorable. The caption of the ordinance has been published in the Ellis County Press as required by law. Ordinance No. 2022-18 will amend the current Code of Ordinances by specifically defining a "Bed and Breakfast", and adding regulations such as a fire inspection, a health inspection, and permitting fees.

City of Ovilla

Tel 972-617-7262

105 S. Cockrell Hill Road
Ovilla, Texas 75154

www.cityofovilla.org



LEGAL NOTICE

PUBLISH – October 20, 2022

**CITY OF OVILLA
NOTICE OF PUBLIC HEARING**

NOTICE is hereby given to all interested persons that the City of Ovilla Planning and Zoning Commission will conduct a public hearing on **Monday, November 7, 2022, at 6:00 o'clock p.m.** at the Ovilla Municipal Building, Council Chamber Room, 105 S. Cockrell Hill Road, Ovilla, Texas for the purpose of obtaining public comment regarding the following:

AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, AMENDING CHAPTER 14 (ZONING) OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA; AMENDING THE TABLE OF LAND USES TO PROVIDE FOR BED AND BREAKFAST FACILITIES; PROVIDING A DEFINITION OF “BED AND BREAKFAST FACILITY;” PROVIDING AN AMENDED DEFINITION OF “HOTEL/MOTEL;” PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERANCE CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

The Ovilla City Council will also conduct a public hearing to allow public comment on the same matter listed above. The City Council Meeting will take place on **Monday, November 14, 2022, at 6:30 o'clock p.m.**

All interested persons are invited to attend and share comments. Written comments will also be accepted by mail addressed to Bobbie Jo Taylor, City Secretary, 105 S. Cockrell Hill Road, Ovilla, TX 75154, email btaylor@cityofovilla.org or fax 972-515-3221. For additional information regarding this notice, please contact City Secretary Bobbie Jo Taylor, btaylor@cityofovilla.org.

11.14.2022

Consent Items C1-C7

To
Honorable Mayor
and Council

From
Staff

CC
Applicable
Departments

- C1. Financial Transactions over \$5000
- C2. Minutes of the Regular Council Meeting October 11, 2022
- C3. Annual renewal of ESD #2 – Interlocal Services Agreement FY 2022-2023
- C4. Annual renewal of Interlocal Agreement between Dallas County and the City of Ovilla pertaining to road and bridge transportation-related improvements or maintenance on or about certain designated roadways situated within the territorial limits of the City of Ovilla.
- C5. Annual renewal of Interlocal Agreement between Ellis County and the City of Ovilla for road and street maintenance
- C6. Resolution No. 2022-10 A resolution of the City of Ovilla approving the sale of land to the Texas Department of Transportation (Tx-Dot)
- C7. Investment Report for July-September 2022

BACKGROUND AND JUSTIFICATION:

C1: Financial Transactions over \$5000

STAFF RECOMMENDATION: Staff recommends approval

C2: Minutes of the Regular Council Meeting October 11, 2022

STAFF RECOMMENDATION: Staff recommends approval.

C3: Annual renewal of ESD #2 – Interlocal Services Agreement FY 2022-2023

STAFF RECOMMENDATION: Staff recommends approval.

C4: Annual renewal of Interlocal Agreement between Dallas County and the City of Ovilla pertaining to road and bridge transportation-related improvements or maintenance on or about certain designated roadways situated within the territorial limits of the City of Ovilla.

STAFF RECOMMENDATION: Staff recommends approval.

C5: Annual renewal of Interlocal Agreement between Ellis County and the City of Ovilla for road and street maintenance

STAFF RECOMMENDATION: Staff recommends approval.

C6: Resolution No. 2022-10 A resolution of the City of Ovilla approving the sale of land to the Texas Department of Transportation (Tx-Dot)

STAFF RECOMMENDATION: Staff recommends approval.

C7: Investment Report for July-September 2022

STAFF RECOMMENDATION: Staff recommends approval.

City of Ovilla

Tel 972-617-7262

105 S. Cockrell Hill Road
Ovilla, Texas 75154

www.cityofovilla.org





Date: November 14, 2022

To: Honorable Mayor and Council Members

**Subject: Transactions over \$5,000 From
October 1, 2021 thru
September 30, 2022**

From:

Sharon Jungman – Finance Director

City of Ovilla
Transaction Detail Report
10/1/2021 - 9/30/2022

11/4/2022 3:19 PM

100 - General Fund				Account 100-2311000						
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance	
10/12/2021	10/12/2021	AP Invoice	TMRS-Employer 10/9/2021	T. M. R. S.	PY10152021		5,380.28	0.00	(5,380.52)	
10/27/2021	10/27/2021	AP Invoice	TMRS-Employer 10/23/2021	T. M. R. S.	PY10292021		5,903.87	0.00	(11,284.39)	
11/10/2021	11/10/2021	AP Invoice	TMRS-Employer 11/6/2021	T. M. R. S.	PY11122021		5,373.68	0.00	(16,658.07)	
11/23/2021	11/23/2021	AP Invoice	TMRS-Employer 11/20/2021	T. M. R. S.	PY11242021		5,691.99	0.00	(22,350.06)	
12/8/2021	12/8/2021	AP Invoice	TMRS-Employer 12/4/2021	T. M. R. S.	PY12102021		5,652.70	0.00	(28,002.76)	
12/21/2021	12/21/2021	AP Invoice	TMRS-Employer 12/18/2021	T. M. R. S.	PY12232021		5,723.63	0.00	(33,726.39)	
1/5/2022	1/5/2022	AP Invoice	TMRS-Employer 1/1/2022	T. M. R. S.	PY172022		6,036.07	0.00	(39,762.46)	
1/20/2022	1/20/2022	AP Invoice	TMRS-Employer 1/15/2022	T. M. R. S.	PY1212022		6,173.96	0.00	(45,936.42)	
2/2/2022	2/2/2022	AP Invoice	TMRS-Employer 1/29/2022	T. M. R. S.	PY242022		5,759.07	0.00	(51,695.49)	
2/17/2022	2/17/2022	AP Invoice	TMRS-Employer 2/12/2022	T. M. R. S.	PY2182022		5,918.24	0.00	(57,613.73)	
3/3/2022	3/3/2022	AP Invoice	TMRS-Employer 2/26/2022	T. M. R. S.	PY342022		5,946.76	0.00	(63,560.49)	
3/16/2022	3/16/2022	AP Invoice	TMRS-Employer 3/12/2022	T. M. R. S.	PY3182022		5,880.04	0.00	(69,440.53)	
4/1/2022	4/1/2022	AP Invoice	TMRS-Employer 3/26/2022	T. M. R. S.	PY412022		6,162.48	0.00	(75,603.01)	
4/13/2022	4/13/2022	AP Invoice	TMRS-Employer 4/9/2022	T. M. R. S.	PY4152022		5,200.22	0.00	(80,803.23)	
4/27/2022	4/27/2022	AP Invoice	TMRS-Employer 4/23/2022	T. M. R. S.	PY4292022		5,404.51	0.00	(86,207.74)	
5/12/2022	5/12/2022	AP Invoice	TMRS-Employer 5/7/2022	T. M. R. S.	PY5132022		5,345.91	0.00	(91,553.65)	
5/26/2022	5/26/2022	AP Invoice	TMRS-Employer 5/21/2022	T. M. R. S.	PY5272022		5,614.26	0.00	(97,167.91)	
6/8/2022	6/8/2022	AP Invoice	TMRS-Employer 6/4/2022	T. M. R. S.	PY6102022		5,678.53	0.00	(102,846.44)	
6/22/2022	6/22/2022	AP Invoice	TMRS-Employer 6/18/2022	T. M. R. S.	PY6242022		5,695.34	0.00	(108,541.78)	
7/7/2022	7/7/2022	AP Invoice	TMRS-Employer 7/2/2022	T. M. R. S.	PY782022		5,720.35	0.00	(114,262.13)	
7/21/2022	7/21/2022	AP Invoice	TMRS-Employer 7/16/2022	T. M. R. S.	PY7222022		5,874.89	0.00	(120,137.02)	
8/4/2022	8/4/2022	AP Invoice	TMRS-Employer 7/30/2022	T. M. R. S.	PY852022		5,470.35	0.00	(125,607.37)	
8/17/2022	8/17/2022	AP Invoice	TMRS-Employer 8/13/2022	T. M. R. S.	PY8192022		5,651.54	0.00	(131,258.91)	
9/2/2022	8/31/2022	AP Invoice	TMRS-Employer 8/27/2022	T. M. R. S.	PY922022		5,653.74	0.00	(136,912.65)	
9/14/2022	9/14/2022	AP Invoice	TMRS-Employer 9/10/2022	T. M. R. S.	PY9162022		5,655.29	0.00	(142,567.94)	
9/28/2022	9/28/2022	AP Invoice	TMRS-Employer 9/24/2022	T. M. R. S.	PY9302022		5,699.18	0.00	(148,267.12)	
Total							148,266.88	0.00		

100 - General Fund				Account 100-2311500						
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance	
10/12/2021	10/12/2021	AP Invoice	Federal Withholding 10/9/2021	Internal Revenue Service	PY10152021		5,857.19	0.00	(5,857.09)	
10/27/2021	10/27/2021	AP Invoice	Federal Withholding 10/23/2021	Internal Revenue Service	PY10292021		7,004.53	0.00	(12,861.62)	
11/10/2021	11/10/2021	AP Invoice	Federal Withholding 11/6/2021	Internal Revenue Service	PY11122021		5,527.05	0.00	(18,388.67)	

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/23/2021	11/23/2021	AP Invoice	Federal Withholding 11/20/2021	Internal Revenue Service	PY11242021		6,201.61	0.00	(24,590.28)
12/8/2021	12/8/2021	AP Invoice	Federal Withholding 12/4/2021	Internal Revenue Service	PY12102021		6,026.78	0.00	(30,617.06)
12/21/2021	12/21/2021	AP Invoice	Federal Withholding 12/18/2021	Internal Revenue Service	PY12232021		6,005.03	0.00	(36,622.09)
1/5/2022	1/5/2022	AP Invoice	Federal Withholding 1/1/2022	Internal Revenue Service	PY172022		6,096.88	0.00	(42,718.97)
1/20/2022	1/20/2022	AP Invoice	Federal Withholding 1/15/2022	Internal Revenue Service	PY1212022		6,094.23	0.00	(48,813.20)
2/2/2022	2/2/2022	AP Invoice	Federal Withholding 1/29/2022	Internal Revenue Service	PY242022		5,615.11	0.00	(54,428.31)
2/17/2022	2/17/2022	AP Invoice	Federal Withholding 2/12/2022	Internal Revenue Service	PY2182022		6,235.70	0.00	(60,664.01)
3/3/2022	3/3/2022	AP Invoice	Federal Withholding 2/26/2022	Internal Revenue Service	PY342022		6,117.47	0.00	(66,781.48)
3/16/2022	3/16/2022	AP Invoice	Federal Withholding 3/12/2022	Internal Revenue Service	PY3182022		5,761.75	0.00	(72,543.23)
4/1/2022	4/1/2022	AP Invoice	Federal Withholding 3/26/2022	Internal Revenue Service	PY412022		6,565.50	0.00	(79,108.73)
4/13/2022	4/13/2022	AP Invoice	Federal Withholding 4/9/2022	Internal Revenue Service	PY4152022		5,566.41	0.00	(84,675.14)
4/27/2022	4/27/2022	AP Invoice	Federal Withholding 4/23/2022	Internal Revenue Service	PY4292022		6,364.45	0.00	(91,039.59)
5/12/2022	5/12/2022	AP Invoice	Federal Withholding 5/7/2022	Internal Revenue Service	PY5132022		5,464.14	0.00	(96,503.73)
5/26/2022	5/26/2022	AP Invoice	Federal Withholding 5/21/2022	Internal Revenue Service	PY5272022		5,711.04	0.00	(102,214.77)
6/8/2022	6/8/2022	AP Invoice	Federal Withholding 6/4/2022	Internal Revenue Service	PY6102022		5,929.30	0.00	(108,144.07)
6/22/2022	6/22/2022	AP Invoice	Federal Withholding 6/18/2022	Internal Revenue Service	PY6242022		5,879.79	0.00	(114,023.86)
7/7/2022	7/7/2022	AP Invoice	Federal Withholding 7/2/2022	Internal Revenue Service	PY782022		5,835.40	0.00	(119,859.26)
7/21/2022	7/21/2022	AP Invoice	Federal Withholding 7/16/2022	Internal Revenue Service	PY7222022		6,118.78	0.00	(125,978.04)
8/4/2022	8/4/2022	AP Invoice	Federal Withholding 7/30/2022	Internal Revenue Service	PY852022		6,000.78	0.00	(131,978.82)
8/17/2022	8/17/2022	AP Invoice	Federal Withholding 8/13/2022	Internal Revenue Service	PY8192022		7,260.08	0.00	(139,238.90)
9/2/2022	8/31/2022	AP Invoice	Federal Withholding 8/27/2022	Internal Revenue Service	PY922022		5,734.52	0.00	(144,973.42)
9/14/2022	9/14/2022	AP Invoice	Federal Withholding 9/10/2022	Internal Revenue Service	PY9162022		5,961.15	0.00	(150,934.57)
9/28/2022	9/28/2022	AP Invoice	Federal Withholding 9/24/2022	Internal Revenue Service	PY9302022		6,311.34	0.00	(157,245.91)
						Total	157,246.01	0.00	
100 - General Fund				Account 100-2312150					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/10/2021	11/10/2021	AP Invoice	ER PD UHC 11/6/2021	United Health Care	PY11122021		13,190.73	0.00	(13,190.73)
12/8/2021	12/8/2021	AP Invoice	ER PD UHC 12/4/2021	United Health Care	PY12102021		13,673.32	0.00	(26,864.05)

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
1/5/2022	1/5/2022	AP Invoice	ER PD UHC 1/1/2022	United Health Care	PY172022		13,673.32	0.00	(40,537.37)
2/2/2022	2/2/2022	AP Invoice	ER PD UHC 1/29/2022	United Health Care	PY242022		13,673.32	0.00	(54,210.69)
3/3/2022	3/3/2022	AP Invoice	ER PD UHC 2/26/2022	United Health Care	PY342022		14,155.91	0.00	(68,366.60)
4/1/2022	4/1/2022	AP Invoice	ER PD UHC 3/26/2022	United Health Care	PY412022		13,512.46	0.00	(81,879.06)
5/12/2022	5/12/2022	AP Invoice	ER PD UHC 5/7/2022	United Health Care	PY5132022		13,673.32	0.00	(95,552.38)
6/8/2022	6/8/2022	AP Invoice	ER PD UHC 6/4/2022	United Health Care	PY6102022		13,512.46	0.00	(109,064.84)
7/7/2022	7/7/2022	AP Invoice	ER PD UHC 7/2/2022	United Health Care	PY782022		14,155.91	0.00	(123,220.75)
8/4/2022	8/4/2022	AP Invoice	ER PD UHC 7/30/2022	United Health Care	PY852022		14,155.91	0.00	(137,376.66)
9/2/2022	8/31/2022	AP Invoice	ER PD UHC 8/27/2022	United Health Care	PY922022		13,512.46	0.00	(150,889.12)
						Total	150,889.12	0.00	
100 - General Fund				Account 100-10-52220					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
12/2/2021	12/2/2021	AP Invoice	Ellis Central Appraisal District	Ellis Central Appraisal District	2022-26-01	052340	5,198.93	0.00	5,198.93
3/17/2022	3/17/2022	AP Invoice	SECOND QT PAYMENT	Ellis Central Appraisal District	2022-26-02	052718	5,198.93	0.00	10,397.86
6/9/2022	6/9/2022	AP Invoice	3rd Qtr. Pmt. for Tax Collection Services	Ellis Central Appraisal District	2022-26-03	053007	5,198.93	0.00	15,596.79
8/25/2022	8/25/2022	AP Invoice	4th QUARTER PAYMENT ON 2022 EAD BUDGET ALLOCATION	Ellis Central Appraisal District	2022-26-04	053235	5,198.93	0.00	20,795.72
						Total	20,795.72	0.00	
100 - General Fund				Account 100-10-53425					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
9/16/2022	9/16/2022	AP Invoice	BRUSH PICKUP FROM STORM ON JULY 14TH	Community Waste Disposal	1334565-2	053297	6,312.00	0.00	6,312.00
9/16/2022	9/16/2022	AP Invoice	BRUSH PICKUP FROM STORM ON JULY 14TH	Community Waste Disposal	1334565-1	053297	12,467.61	0.00	18,779.61
						Total	18,779.61	0.00	
100 - General Fund				Account 100-10-55240					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
3/24/2022	3/24/2022	AP Invoice	BUDGETING SOFTWARE	ClearGov Inc.	2022-11681	052748	9,625.00	0.00	9,625.00
8/5/2022	8/5/2022	AP Invoice	ANNUAL SUBSCRIPTIONS GL/AP	Fund Accounting Solutions Technologies	22-1321	053177	5,407.51	0.00	15,032.51
						Total	15,032.51	0.00	
100 - General Fund				Account 100-10-55520					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/19/2021	11/19/2021	AP Invoice	ASBESTOS ABATEMENT/105 S COCKRELL HILL RD	North Texas Environmental & Demolition Services	8621 A-G	052281	9,950.00	0.00	9,950.00
11/24/2021	11/24/2021	AP Invoice	BUILDING MAINTENANCE	Centennial Contracting Inc	021378	052310	16,550.00	0.00	26,500.00

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
						Total	26,500.00	0.00	
100 - General Fund				Account 100-10-57420					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
3/24/2022	3/24/2022	AP Invoice	DRAWINGS FOR CITY HALL	Mottla Enterprises, Inc.	03232022	052755	11,700.00	0.00	11,700.00
						Total	11,700.00	0.00	
100 - General Fund				Account 100-16-52160					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
10/8/2021	10/8/2021	AP Invoice	QUARTERLY FEES	TML Intergovernmental Risk Pool	5016 100121	052123	10,140.64	0.00	10,140.64
1/20/2022	1/20/2022	AP Invoice	TML Insurance for Jan.-March 2022	TEXAS MUNICIPAL LEAGUE IRP	5016 01/01/22	052539	21,630.95	0.00	31,771.59
4/8/2022	4/8/2022	AP Invoice	TML INSURANCE	TEXAS MUNICIPAL LEAGUE IRP	TML04012022	052822	10,140.64	0.00	41,912.23
7/15/2022	7/15/2022	AP Invoice	STATEMENT 5016	TEXAS MUNICIPAL LEAGUE IRP	5016 070122	053119	10,140.64	0.00	52,052.87
						Total	52,052.87	0.00	
100 - General Fund				Account 100-16-52240					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
4/8/2022	4/8/2022	AP Invoice	FINAL AUDIT BILL	FORVIS, LLP	BK01549473	052803	8,100.00	0.00	8,100.00
						Total	8,100.00	0.00	
100 - General Fund				Account 100-16-52545					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
2/2/2022	2/2/2022	AP Invoice	NEW PHONES AND COMPUTERS	NetGenius, Inc.	1446	052579	7,552.36	0.00	7,552.36
						Total	7,552.36	0.00	
100 - General Fund				Account 100-16-55450					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
3/4/2022	3/4/2022	AP Invoice	UTILITIES EXPENSE	Gexa Energy LP	329811534	052669	5,000.66	0.00	5,000.66
4/14/2022	4/14/2022	AP Invoice	ELECTRICITY MARCH	Gexa Energy LP	33016856-4	052837	5,073.03	0.00	10,073.69
6/30/2022	6/30/2022	AP Invoice	ELECTRIC USAGE APRIL/MAY	Gexa Energy LP	33134498-4	053069	10,121.28	0.00	20,194.97
7/28/2022	7/28/2022	AP Invoice	ELECTRICITY USAGE	Gexa Energy LP	33175020-4	053147	5,214.58	0.00	25,409.55
9/1/2022	9/1/2022	AP Invoice	ELECTRIC UTILITY EXPENSE	Gexa Energy LP	33213898-4	053256	5,298.73	0.00	30,708.28
9/30/2022	9/30/2022	AP Invoice	ELECTRIC BILL	Gexa Energy LP	33254241-4	053368	5,021.65	0.00	35,729.93
						Total	35,729.93	0.00	
100 - General Fund				Account 100-16-55640					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
10/8/2021	10/8/2021	AP Invoice	QUARTERLY FEES	TML Intergovernmental Risk Pool	5016 100121	052123	5,053.16	0.00	5,053.16

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
1/20/2022	1/20/2022	AP Invoice	TML Insurance for Jan.-March 2022	TEXAS MUNICIPAL LEAGUE IRP	5016 01/01/22	052539	5,053.16	0.00	10,106.32
4/8/2022	4/8/2022	AP Invoice	TML INSURANCE	TEXAS MUNICIPAL LEAGUE IRP	TML04012022	052822	5,053.16	0.00	15,159.48
7/15/2022	7/15/2022	AP Invoice	STATEMENT 5016	TEXAS MUNICIPAL LEAGUE IRP	5016 070122	053119	5,053.16	0.00	20,212.64
						Total	20,212.64	0.00	
100 - General Fund				Account 100-16-55756					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
12/23/2021	12/23/2021	AP Invoice	First of 5 annual pmts. for ROW for Widening 664 Between Westmoreland & FM1387	Texas Department of Transportation	RCSJ 1051-01-052	052444	52,718.56	0.00	52,718.56
						Total	52,718.56	0.00	
100 - General Fund				Account 100-16-57442					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
9/30/2022	9/30/2022	AP Invoice	FENCE REPAIRS/REPLACEMENT	B & R Fence Co., LLC	1189	053355	17,875.00	0.00	17,875.00
9/30/2022	9/30/2022	AP Invoice	FENCE REPAIRS/REPLACEMENT	B & R Fence Co., LLC	1188	053355	17,100.00	0.00	34,975.00
						Total	34,975.00	0.00	
100 - General Fund				Account 100-16-57450					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
9/30/2022	9/30/2022	AP Invoice	UTV 2022 CF MOTO	CT Sports, Inc.	5639	053362	12,889.54	0.00	12,889.54
						Total	12,889.54	0.00	
100 - General Fund				Account 100-20-52380					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
10/29/2021	10/29/2021	AP Invoice	COMMUNICATIONS CONTRACT	City of Midlothian	OVILLA 100121	052192	20,475.00	0.00	20,475.00
11/19/2021	11/19/2021	AP Invoice	RADIO SERVICE AGREEMENT FYE 2021-2022	City of Midlothian	RSA 2022-14	052271	7,391.00	0.00	27,866.00
7/21/2022	7/21/2022	AP Invoice	CITY OF OVILLA COMMUNICATIONS CONTRAT	City of Midlothian	040122	053123	20,475.00	0.00	48,341.00
						Total	48,341.00	0.00	
100 - General Fund				Account 100-20-52390					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/10/2021	11/10/2021	AP Invoice	ANNUAL MEMBERSHIP FEES	City of Midlothian	SRRG-22-7	052238	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
10/14/2021	10/14/2021	AP Invoice	CRIMES SOFTWARE 10/2021-9/2022	Sam Houston State University	10/1/2021	052134	16,500.00	0.00	16,500.00

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
						Total	16,500.00	0.00	
100 - General Fund				Account 100-20-55520					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/24/2021	11/24/2021	AP Invoice	BUILDING MAINTENANCE	Centennial Contracting Inc	021378	052310	13,240.00	0.00	13,240.00
						Total	13,240.00	0.00	
100 - General Fund				Account 100-30-52380					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/19/2021	11/19/2021	AP Invoice	RADIO SERVICE AGREEMENT FYE 2021-2022	City of Midlothian	RSA 2022-14	052271	8,558.00	0.00	8,558.00
						Total	8,558.00	0.00	
100 - General Fund				Account 100-30-52385					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
1/13/2022	1/13/2022	AP Invoice	EMERGENCY MEDICAL TRANSPORTATION 1ST QUARTER 10/21-12/21	City of Midlothian	EMS123121	052506	15,889.75	0.00	15,889.75
4/14/2022	4/14/2022	AP Invoice	2ND Q EMERGENCY MEDICAL TRANSPORT CONTRACT	City of Midlothian	EM033122	052832	26,977.42	0.00	42,867.17
7/21/2022	7/21/2022	AP Invoice	EMERGENCY MEDICAL TRANSPORT SERVICE	City of Midlothian	063022	053123	26,977.42	0.00	69,844.59
9/16/2022	9/16/2022	AP Invoice	MEDICAL TRANSPORT PAYMENT AGREEMENT	City of Midlothian	091522	053296	60,000.00	0.00	129,844.59
9/22/2022	9/22/2022	AP Invoice	OVILLA EMS FOR CITY- 4TH QUARTER (JULY-SEPT)	City of Midlothian	EMS063022	053333	26,977.42	0.00	156,822.01
						Total	156,822.01	0.00	
100 - General Fund				Account 100-30-55520					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/24/2021	11/24/2021	AP Invoice	BUILDING MAINTENANCE	Centennial Contracting Inc	021378	052310	31,210.00	0.00	31,210.00
3/24/2022	3/24/2022	AP Invoice	BUILDING REPAIR- FIRE DEPARTMENT	Centennial Contracting Inc	022054	052746	7,455.00	0.00	38,665.00
4/8/2022	4/8/2022	AP Invoice	WATER LOSS- FIRE STATION	Mr. Restore	PR137981	052814	13,260.94	0.00	51,925.94
4/27/2022	4/27/2022	AP Invoice	1ST DRAW PAYMENT- FIRE STATION	Mr. Restore	87179	052873	7,141.60	0.00	59,067.54
9/30/2022	10/27/2022	AP Invoice	INSURANCE CLAIM FOR FD BUILDING REPAIRS	Mr. Restore	092622	053486	9,506.70	0.00	68,574.24
						Total	68,574.24	0.00	
100 - General Fund				Account 100-30-55545					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
1/27/2022	1/27/2022	AP Invoice	VEHICLE EXPENSES	Siddons-Martin Emergency Group, LLC	14408636	052567	7,065.28	0.00	7,065.28
2/10/2022	2/10/2022	AP Invoice	VEHICLE REPAIRS (VIN 1856)	STEWART & STEVENSON LLC	298183	052608	8,856.31	0.00	15,921.59

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
5/26/2022	5/26/2022	AP Invoice	REPAIR E702	Siddons-Martin Emergency Group, LLC	14409260	052975	8,458.51	0.00	24,380.10
6/22/2022	6/22/2022	AP Invoice	EQUIPEMENT REPAIR REHAB #755	Siddons-Martin Emergency Group, LLC	14408975	053056	8,101.96	0.00	32,482.06
9/30/2022	11/3/2022	AP Invoice	ENGINE 702 REPAIRS	Siddons-Martin Emergency Group, LLC	4200160	053531	20,050.07	0.00	52,532.13
						Total	52,532.13	0.00	
100 - General Fund				Account 100-30-56440					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
9/16/2022	9/16/2022	AP Invoice	SUPPLIES	Metro Fire Apparatus Specialists, Inc.	193960-1	053307	6,747.00	0.00	6,747.00
						Total	6,747.00	0.00	
100 - General Fund				Account 100-30-56445					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
9/22/2022	9/22/2022	AP Invoice	BUNKER GEAR CONTRACT	Delta Industrial Service and Supply	INVTX21-5257	053334	16,679.76	0.00	16,679.76
9/23/2022	9/23/2022	AP Invoice	BUNKER GEAR HGAC CONTRACT #EP11-20	Delta Industrial Service and Supply	INVTX21-5257A	053352	16,679.76	0.00	33,359.52
						Total	33,359.52	0.00	
100 - General Fund				Account 100-30-57450					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
2/10/2022	2/10/2022	AP Invoice	BROKER FEE BRUSH TRUCK	MSC 30762 FENTON FIRE EQUIPMENT INC	3921	052600	7,250.00	0.00	7,250.00
						Total	7,250.00	0.00	
100 - General Fund				Account 100-40-55240					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
10/8/2021	10/8/2021	AP Invoice	ANNUAL SUBSCRIPTION 9/1/21 - 8/31/21	Gov Pilot	2021-1170	052118	7,500.00	0.00	7,500.00
						Total	7,500.00	0.00	
100 - General Fund				Account 100-45-55465					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
10/8/2021	10/8/2021	AP Invoice	SERVICES FOR AUGUST 2021	Community Waste Disposal	1195926	052096	23,522.85	0.00	23,522.85
10/8/2021	10/8/2021	AP Invoice	SERVICES FOR SEPTEMBER 2021	Community Waste Disposal	1205790	052096	23,537.78	0.00	47,060.63
11/19/2021	11/19/2021	AP Invoice	SERVICES FOR OCTOBER 2021	Community Waste Disposal	1216528	052273	23,478.06	0.00	70,538.69
1/6/2022	1/6/2022	AP Invoice	Trash Collection for Dec. 2021	Community Waste Disposal	1241501	052478	23,492.99	0.00	94,031.68
2/10/2022	2/10/2022	AP Invoice	WASTE SERVICES FOR JANUARY 2022	Community Waste Disposal	1252197	052591	25,979.08	0.00	120,010.76

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
3/8/2022	3/8/2022	AP Invoice	WASTE SERVICE FOR FEBRUARY	Community Waste Disposal	126565	052695	26,457.58	0.00	146,468.34
4/8/2022	4/8/2022	AP Invoice	GARBAGE SERVICE	Community Waste Disposal	122696	052808	23,522.85	0.00	169,991.19
4/14/2022	4/14/2022	AP Invoice	WASTE SERVICE FOR MARCH	Community Waste Disposal	1277911	052833	27,068.08	0.00	197,059.27
5/5/2022	5/5/2022	AP Invoice	COMMERCIAL REFUSE SERVICE/TRAS	Community Waste Disposal	1288805	052894	27,662.08	0.00	224,721.35
6/16/2022	6/16/2022	AP Invoice	GARBAGE SERVICE	Community Waste Disposal	1297626	053026	27,761.08	0.00	252,482.43
7/15/2022	7/15/2022	AP Invoice	GARBAGE SERVICES	Community Waste Disposal	1306971	053109	27,678.58	0.00	280,161.01
8/5/2022	8/5/2022	AP Invoice	WASTE SERVICES FOR JULY 2022	Community Waste Disposal	1318092	053173	27,810.58	0.00	307,971.59
9/9/2022	9/9/2022	AP Invoice	DISPOSAL SERVICES	Community Waste Disposal	1327949	053273	27,893.08	0.00	335,864.67
9/30/2022	10/14/2022	AP Invoice	DISPOSAL SERVICES	Community Waste Disposal	1336935	053432	27,926.08	0.00	363,790.75
						Total	363,790.75	0.00	
100 - General Fund				Account 100-50-52620					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
9/16/2022	9/16/2022	AP Invoice	REPLACE CITY HALL SIDEWALK TO MAKE ADA COMPLIANT	Allied	090822	053290	18,420.00	0.00	18,420.00
						Total	18,420.00	0.00	
100 - General Fund				Account 100-50-55560					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
5/5/2022	5/5/2022	AP Invoice	STREET REPAIR	Ellis County Precinct #4	ECP04272022	052898	5,909.00	0.00	5,909.00
9/16/2022	9/16/2022	AP Invoice	BASE, PEA GRAVEL, EMULSION, AND CULVERTS	Ellis County Precinct #4	042722	053299	6,832.00	0.00	12,741.00
						Total	12,741.00	0.00	
100 - General Fund				Account 100-50-57440					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
7/7/2022	7/7/2022	AP Invoice	COMPACT TRACK LOADER	Bobcat of North Texas	32071209	053085	63,359.68	0.00	63,359.68
9/16/2022	9/16/2022	AP Invoice	EQUIPMENT SUPPLIES	Bobcat of North Texas	32073990	053293	15,765.00	0.00	79,124.68
						Total	79,124.68	0.00	
100 - General Fund				Account 100-50-57450					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
12/2/2021	12/2/2021	AP Invoice	VEHICLE EXPENSES	Rush Truck Centers of Texas, LP	1019-18913	052353	85,986.04	0.00	85,986.04

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
						Total	85,986.04	0.00	
100 - General Fund				Account 100-50-57460					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
9/16/2022	9/16/2022	AP Invoice	WILLOW CREEK CT	Ellis County Precinct #4	090922	053299	6,138.00	0.00	6,138.00
9/16/2022	9/16/2022	AP Invoice	OAKWOOD	Ellis County Precinct #4	090922	053299	15,593.00	0.00	21,731.00
9/16/2022	9/16/2022	AP Invoice	NORTHWOOD	Ellis County Precinct #4	090922	053299	6,930.00	0.00	28,661.00
9/16/2022	9/16/2022	AP Invoice	SHILOH RD	Ellis County Precinct #4	090922	053299	73,508.00	0.00	102,169.00
9/16/2022	9/16/2022	AP Invoice	ELMWOOD (PHASE 2)	Ellis County Precinct #4	090922	053299	14,850.00	0.00	117,019.00
9/16/2022	9/16/2022	AP Invoice	PRIMER FOR ROADS	Ellis County Precinct #4	090922-2	053299	15,000.00	0.00	132,019.00
9/30/2022	10/27/2022	AP Invoice	ELMWOOD PHASE 2	TexasBit	2000076880	053488	42,229.44	0.00	174,248.44
9/30/2022	10/27/2022	AP Invoice	WILLOW CREEK CT	TexasBit	2000076880	053488	10,237.44	0.00	184,485.88
9/30/2022	10/27/2022	AP Invoice	OAKWOOD	TexasBit	2000076880	053488	48,572.80	0.00	233,058.68
9/30/2022	10/27/2022	AP Invoice	NORTHWOOD	TexasBit	2000076880	053488	12,838.08	0.00	245,896.76
9/30/2022	10/27/2022	AP Invoice	ELMWOOD PHASE 1	TexasBit	2000076880	053488	7,980.80	0.00	253,877.56
						Total	253,877.56	0.00	
100 - General Fund				Account 100-60-57420					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
5/23/2022	5/23/2022	AP Invoice	DRAW 1- WALKWAYS	Allied	05012022DRAW1	052954	20,000.00	0.00	20,000.00
6/3/2022	6/3/2022	AP Invoice	CONCRETE DRAW 2- FINAL	Allied	06022022-DRAW	052979	10,435.00	0.00	30,435.00
7/7/2022	7/7/2022	AP Invoice	PAVILION PAYMENT	Lea Park & Play Inc	8748	053090	8,362.01	0.00	38,797.01
						Total	38,797.01	0.00	
100 - General Fund				Account 100-60-57440					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
12/10/2021	12/10/2021	AP Invoice	PARK EQUIPMENT	Landmark Equipment, Inc.	35965	052371	11,000.00	0.00	11,000.00
2/23/2022	2/23/2022	AP Invoice	FENCE - LAND IMPROVEMENTS	B & R Fence Co., LLC	1070	052640	17,479.00	0.00	28,479.00
6/9/2022	6/9/2022	AP Invoice	John Deere 1200A Bunker & Field Rake	Austin Turf and Tractor	145732	052996	14,069.12	0.00	42,548.12
						Total	42,548.12	0.00	
120 - Street Improvement Fund				Account 120-55-57460					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
9/30/2022	10/27/2022	AP Invoice	SHILOH RD	TexasBit	2000076880	053488	204,292.00	0.00	204,292.00
						Total	204,292.00	0.00	
200 - Water And Utilities Fund				Account 200-4000460					

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
6/16/2022	6/16/2022	AP Invoice	REFUND FOR INCORRECT METER READ	First Texas Homes, INC	05172022-FIRST T	053043	13,114.80	0.00	(13,114.80)
						Total	13,114.80	0.00	
200 - Water And Utilities Fund			Account 200-70-57440						
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/19/2021	11/19/2021	AP Invoice	SECURITY/PW	Bat Security	72284	052263	6,426.00	0.00	6,426.00
5/12/2022	5/12/2022	AP Invoice	20 KW GENERATOR	Imperial Electrical Contracting, llc	230578	052926	13,568.00	0.00	19,994.00
						Total	19,994.00	0.00	
200 - Water And Utilities Fund			Account 200-75-55460						
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
11/19/2021	11/19/2021	AP Invoice	WATER PURCHASE 10/1/21-11/1/21	City of Dallas	050302301494	052270	39,652.51	0.00	39,652.51
12/23/2021	12/23/2021	AP Invoice	WATER PURCHASED 11/2/21 - 12/3/21	City of Dallas	050302323211	052434	32,821.44	0.00	72,473.95
1/20/2022	1/20/2022	AP Invoice	WATERED PURCHASED 12/4/21-1/5/22	City of Dallas	050302341286	052525	33,506.48	0.00	105,980.43
3/4/2022	3/4/2022	AP Invoice	WATER PURCHASED	City of Dallas	050302373193	052662	32,150.88	0.00	138,131.31
3/24/2022	3/24/2022	AP Invoice	WATER PURCHASED	City of Dallas	050302396698	052747	25,843.24	0.00	163,974.55
4/27/2022	4/27/2022	AP Invoice	WATER METTER EQUIPEMENT	City of Dallas	050302419358	052868	29,982.40	0.00	193,956.95
5/26/2022	5/26/2022	AP Invoice	WATER PURCHASED	City of Dallas	050302438893	052958	36,200.80	0.00	230,157.75
6/22/2022	6/22/2022	AP Invoice	WATER PURCHASED	City of Dallas	050302461950	053047	53,997.27	0.00	284,155.02
8/11/2022	8/11/2022	AP Invoice	WATER PURCHASED	City of Dallas	08102022-CITYOF	053201	82,230.90	0.00	366,385.92
9/9/2022	9/9/2022	AP Invoice	WASTE SERVICES FOR JULY 2022	City of Dallas	050302508133	053276	87,904.16	0.00	454,290.08
9/30/2022	9/30/2022	AP Invoice	UTILITIES AND SERVICES	City of Dallas	050302523054	053360	62,767.67	0.00	517,057.75
						Total	517,057.75	0.00	
200 - Water And Utilities Fund			Account 200-75-57440						
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
3/24/2022	3/24/2022	AP Invoice	SMART METER PROGRAM-BROADMOOR	Smart Earth Technologies, LLC	11261	052764	9,125.35	0.00	9,125.35
7/7/2022	7/7/2022	AP Invoice	SMART EARTH TECHNOLOGIES	Smart Earth Technologies, LLC	11391	053095	384,352.19	0.00	393,477.54
7/28/2022	7/28/2022	AP Invoice	END POINTS FOR SMART METERS/BROADMOOR ESTATES PH1	Smart Earth Technologies, LLC	11490	053163	9,323.17	0.00	402,800.71
9/22/2022	9/22/2022	AP Invoice	METER INSTALL EQUIPMENT	Smart Earth Technologies, LLC	11614	053347	32,818.00	0.00	435,618.71
9/30/2022	9/30/2022	AP Invoice	METER INSTALLATION	Smart Earth Technologies, LLC	11639	053384	61,216.00	0.00	496,834.71
						Total	496,834.71	0.00	
200 - Water And Utilities Fund			Account 200-80-52350						

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
4/14/2022	4/14/2022	AP Invoice	LIFT STATION REPAIR	Peterson Pump and Motor Service	22-0055	052841	7,400.00	0.00	7,400.00
						Total	7,400.00	0.00	
200 - Water And Utilities Fund				Account 200-80-55463					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
10/8/2021	10/8/2021	AP Invoice	ROCRWS-DEBT SERVICE	Trinity River Authority of Texas	BH 1608	052124	9,066.00	0.00	9,066.00
10/14/2021	10/14/2021	AP Invoice	ROCRWS-DEBT SERVICES	Trinity River Authority of Texas	BH 1614	052141	9,060.00	0.00	18,126.00
12/10/2021	12/10/2021	AP Invoice	ROCRWS-DEBT SERVICE	Trinity River Authority of Texas	BH1620	052383	36,996.00	0.00	55,122.00
12/23/2021	12/23/2021	AP Invoice	ROCRWS- OPERATIONS/DEBT SERVICES	Trinity River Authority of Texas	BH 1626	052447	36,996.00	0.00	92,118.00
1/20/2022	1/20/2022	AP Invoice	BILLING FOR FEBRUARY	Trinity River Authority of Texas	BH 1632	052541	36,996.00	0.00	129,114.00
2/17/2022	2/17/2022	AP Invoice	ROCRWS-O&M/DEBT SVC	Trinity River Authority of Texas	BH 1638	052634	36,996.00	0.00	166,110.00
3/17/2022	3/17/2022	AP Invoice	TRA WATER TREATMENT	Trinity River Authority of Texas	BH 1644	052734	36,996.00	0.00	203,106.00
4/14/2022	4/14/2022	AP Invoice	WASTE SERVICE FOR MARCH	Trinity River Authority of Texas	BH 1650	052848	36,996.00	0.00	240,102.00
5/18/2022	5/18/2022	AP Invoice	WATER PURCHASED	Trinity River Authority of Texas	BH1657	052950	36,996.00	0.00	277,098.00
6/16/2022	6/16/2022	AP Invoice	WASTE WATER TREATMENT	Trinity River Authority of Texas	BH1663	053040	36,996.00	0.00	314,094.00
7/28/2022	7/28/2022	AP Invoice	WASTE SERVICES FOR AUGUST	Trinity River Authority of Texas	BH 1669	053165	36,996.00	0.00	351,090.00
8/11/2022	8/11/2022	AP Invoice	WATER TREATMNET	Trinity River Authority of Texas	BH1675	053211	36,996.00	0.00	388,086.00
9/30/2022	9/30/2022	AP Invoice	ROCRWS-O&M/DEBT SVC	Trinity River Authority of Texas	BH1681	053385	36,996.00	0.00	425,082.00
						Total	425,082.00	0.00	
200 - Water And Utilities Fund				Account 200-80-56440					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
3/4/2022	3/4/2022	AP Invoice	EQUIPEMENT REPAIR	Peterson Pump and Motor Service	22-0003	052675	5,020.00	0.00	5,020.00
						Total	5,020.00	0.00	
200 - Water And Utilities Fund				Account 200-85-52240					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
4/8/2022	4/8/2022	AP Invoice	FINAL AUDIT BILL	FORVIS, LLP	BK01549473	052803	8,100.00	0.00	8,100.00
						Total	8,100.00	0.00	
200 - Water And Utilities Fund				Account 200-85-52260					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
2/2/2022	2/2/2022	AP Invoice	ENGINEERING SERVICES	Estes Electric, Inc	16446	052574	8,665.00	0.00	8,665.00

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
			FOUNDERS PARK						
						Total	8,665.00	0.00	
400 - Debt Service Fund				Account 400-15-57941					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
1/27/2022	1/27/2022	AP Invoice	2021 GOR BOND INTEREST	Wilmington Trust, National Association	011822	052570	8,126.54	0.00	8,126.54
						Total	8,126.54	0.00	
500 - Municipal Development District Fund				Account 500-10-9109217					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
2/10/2022	2/10/2022	AP Invoice	ARCHITECT SERVICES FOR PD	Mottla Enterprises, Inc.	013022	1040	17,200.00	0.00	17,200.00
9/1/2022	9/1/2022	AP Invoice	PERIOD TO 7/31/22 APPLICATION NO 1	DSA CONTRACTORS	RFP22-03	1044	130,536.00	0.00	147,736.00
9/16/2022	9/16/2022	AP Invoice	POLICE BUILDING RENOVATIONS	DSA CONTRACTORS	RFP22-03-2	1045	79,605.00	0.00	227,341.00
						Total	227,341.00	0.00	
600 - 4B Economic Development Fund				Account 600-10-8102240					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
3/8/2022	3/8/2022	AP Invoice	AUDIT	FORVIS, LLP	BK01533468	1047	6,552.00	0.00	6,552.00
						Total	6,552.00	0.00	
600 - 4B Economic Development Fund				Account 600-10-8109216					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
4/1/2022	4/1/2022	AP Invoice	ELECTRICAL ON PAVILLION	Estes Electric, Inc	16588	1049	18,800.00	0.00	18,800.00
4/27/2022	4/27/2022	AP Invoice	PROGRESS PAYMENT 2 60-03-2022	Estes Electric, Inc	16668	1054	10,000.00	0.00	28,800.00
7/7/2022	7/7/2022	AP Invoice	PAVILION PAYMENT	Lea Park & Play Inc	8748	1060	270,556.48	0.00	299,356.48
						Total	299,356.48	0.00	
600 - 4B Economic Development Fund				Account 600-10-8109221					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
4/1/2022	4/1/2022	AP Invoice	ELECTRICAL ON RESTROOM	Estes Electric, Inc	16587	1049	6,750.00	0.00	6,750.00
5/18/2022	5/18/2022	AP Invoice	RESTROOM	CXT Incorporated	90041463	1058	92,219.00	0.00	98,969.00
						Total	98,969.00	0.00	

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
700 - Park Impact Fund				Account 700-60-56410					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
9/30/2022	10/14/2022	AP Invoice	PARKS EQUIPMENT- 8FT ADA BROWN PICNIC TABLES	Lea Park & Play Inc	9503	053434	11,968.70	0.00	11,968.70
						Total	11,968.70	0.00	
700 - Park Impact Fund				Account 700-60-57442					
Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
9/30/2022	10/14/2022	AP Invoice	NEW BALL FIELD FENCE	B & R Fence Co., LLC	1187	053429	26,217.00	0.00	26,217.00
						Total	26,217.00	0.00	

CITY OF OVILLA MINUTES
Tuesday, October 11, 2022
Regular City Council Meeting
105 S. Cockrell Hill Road, Ovilla, TX 75154

Mayor Pro Tem Hunt called the 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:

Kimberly Case	Council Member, Place 1
Dean Oberg	Council Member, Place 2
David Griffin	Council Member, Place 3
Doug Hunt	Mayor Pro Tem, Place 4
Brad Piland	Council Member, Place 5

Mayor Pro Tem Hunt noted that all members of the council were in attendance, thus constituting a quorum. Mayor Dormier was not in attendance. The city manager, city secretary, department directors, and various staff were also present.

CALL TO ORDER

PL2 Oberg gave the invocation and Mayor Pro Tem Hunt led the reciting of the U.S. Pledge of Allegiance and the Pledge to the Texas Flag.

ANNOUNCEMENTS, PROCLAMATIONS, PRESENTATIONS, COMMENTS

Mayor Pro Tem Hunt read and presented the following proclamation:

- Proclamation: Fire Prevention Month

CITIZEN COMMENTS:

- Dani Muckleroy, 608 Green Meadows Ln, In support of the Bond Election for Red Oak ISD.

PUBLIC HEARING

- P1.** To receive public comment on Ordinance No. 2022-18 amending chapter 14 (Zoning) of the Code of Ordinances Of The City Of Ovilla; amending the table of land uses To provide for bed and breakfast facilities; providing a definition of "Bed And Breakfast Facility;" providing an amended definition of "Hotel/Motel;"

Mayor Pro Tem Hunt opened the public hearing at 6:42 p.m.

No comments were made at this time.

Mayor Pro Tem Hunt closed the public hearing at 6:43 p.m.

Richard Dormier, Mayor
Kimberly Case, Place One
Dean Oberg, Place Two

1

Doug Hunt, Place Four
David Griffin, Place Three
Brad Piland, Place Five

CONSENT AGENDA –

- C1.** Financial Transactions over \$5000
- C2.** Minutes of the Regular Council Meeting September 12, 2022
- C3.** ESD #4 – Interlocal Services Agreement FY 2022-2023
- C4.** Electric Reliability Council of Texas (ERCOT) Annual Membership Renewal
- C5.** Interlocal Cooperation Contract and Agreement for Detention Services Between the County of Ellis and the City of Ovilla.

PL1 Case motioned to approve all consent agenda items.

Seconded by PL2 Oberg.

No oppositions, no abstentions.

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

REGULAR AGENDA

- ITEM 1. DISCUSSION** – Ordinance No. 2022-18 amending chapter 14 (Zoning) Of the Code Of Ordinances Of The City Of Ovilla; amending the table of land uses To provide for bed and breakfast facilities; providing a definition of “Bed And Breakfast Facility;” providing an amended definition of “Hotel/Motel;” providing a savings clause; providing a severance clause; providing a savings clause; providing for publication; and providing an effective date.

City Secretary Bobbie Jo Taylor presented Ordinance No. 2022-18 to the city council for discussion only. Mrs. Taylor advised no action could be taken on Ordinance No. 2022-18 and that the city council would review and take action on this ordinance at the next regularly scheduled council meeting.

- ITEM 2. DISCUSSION/ACTION** – Consideration of and action on Ordinance 2022-19 an Ordinance of the City of Ovilla, Texas Amending Chapter 1, Section 1.02.002 of the Code of Ordinances declaring an Official City Newspaper and declaring an effective date.

PL2 Oberg inquired about the origins of each of the three newspapers that the city contacted prior for pricing and publication dates.

Mayor Pro Tem Hunt stated that the Waxahachie Daily Light was based out of state and that the Ellis County Press was owned locally. Mr. Hunt stated he was not aware of the ownership of the Waxahachie Sun. Mayor Pro Tem Hunt advised that has seen Ellis County Press in local stores and businesses and that the company is widely known and appreciated.

PL2 Oberg motioned to approve Ordinance 2022-19 an Ordinance of the City of Ovilla, Texas Amending Chapter 1, Section 1.02.002 of the Code of Ordinances declaring The Ellis County Press as Official City Newspaper.

PL3 Griffin seconded the motion.

No oppositions, no abstentions.

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

ITEM 3. DISCUSSION/ACTION – Consideration of and action on Ordinance 2022-20 an Ordinance of the City of Ovilla, Texas, amending Appendix “A”, Section A2.000 (miscellaneous fees), of the Code of Ordinances of the City of Ovilla; providing amended booth rental fees; providing parade entry fees and car show fees; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; Providing for immediate effect; and providing for publication.

City Secretary Bobbie Jo Taylor presented Ordinance 2022-20 to the city council regarding Heritage Day fees. Per Mrs. Taylor, PL1 Case had requested that the waiving of fees for Heritage Day be specifically included in the Ordinance.

PL1 Case made a motion to approve Ordinance 2022-20, amending Appendix “A”, Section A2.000 (miscellaneous fees), of the Code of Ordinances of the City of Ovilla; providing amended booth rental fees; providing parade entry fees and car show fees; providing a savings clause; providing a severance clause; providing for incorporation into the Ovilla Code of Ordinances; Providing for immediate effect; and providing for publication.

PL2 Oberg seconded the motion.

No oppositions, no abstentions.

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

ITEM 4. 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 | Police Chief J. Bennett |
| ➤ Police Activity and Staffing Updates | |
| 1. National Night Out | |
| • Fire Department | Fire Chief B. Kennedy |
| ➤ Fire Activity and Staffing Updates | |
| • Public Works Department | Public Works Director J. Kuykendall |
| ➤ Public Works Activity and Staffing Updates | |
| • Finance Department | Finance Director S. Jungman |
| ➤ Finance Activity and Staffing Updates | |
| • Administration | City Manager P. Woodall |
| ➤ Administration Activity and Staffing Updates | City Secretary B. Taylor |

III. 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

None

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

Mayor Pro Tem Hunt requested an agenda item to be placed on the next agenda to discuss creating a City Ordinance that requires peddlers to register with the city, wear a vest, and peddler signage into neighborhoods.

ADJOURNMENT

PL2 Oberg made a motion to adjourn.

PL 3 Griffin seconded the motion.

There being no further business, Mayor Pro Tem Hunt adjourned the meeting at 7:02 p.m.

No oppositions, no abstentions.

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

Doug Hunt, Mayor Pro Tem

ATTEST:

Bobbie Jo Taylor, City Secretary

APPROVED: November 14, 2022

**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, 2022, 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 Type 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 Type 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, save and except for the portion of District territory located within the limits of the City of Venus. City acknowledges that the Service Area boundaries are subject to change from time to time as a result of District annexations or disannexations.

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;
3. identification of hazardous materials;
4. 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
5. 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.

G. Party/Parties. "Party" refers to either the District or the City. "Parties" refers to both District and City.

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 Type 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 \$250,000 per year, to be paid as follows:

- 1) Initial payment of \$125,000 due March 15, 2023; and
- 2) A final payment of \$125,000 due September 15, 2023.

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 new fire equipment 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.

E. Funds from the yearly contract sum shall be used to fund an Officer in Charge/Driver Step Up program ("Program"). The Program will include an increase of \$2.00 per hour for personnel acting in an Officer in Charge position and \$1.00 per hour for personnel filling Driver position(s).

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, 2022 to September 30, 2023, 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: _____

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

Section 6.07 Binding Effect.

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

Section 6.08 Severability.

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

Section 6.09 Execution and Counterparts.

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

Section 6.10 Captions.

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

Section 6.11 Governing Law.

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

Section 6.12 Venue.

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

Section 6.13 Entirety of the Agreement.

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

Section 6.14 Assignment and Modification

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

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

Signed this _____ day of _____, 2022.

ATTEST: By: _____ Ronnie Russell Secretary, Board of Commissioners	ELLIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2 By: _____ Danny Long President, Board of Commissioners
ATTEST: By: _____ Printed Name: _____ Title: _____	CITY OF OVILLA By: _____ Richard Dormier 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;
3. Five Ballistic Vests, Invoice No. 84542537, dated May 31, 2022;
4. Five Ballistic Helmets, Order No. 1926551, dated September 8, 2022; and
5. Any additional Equipment purchased in whole or in part with District funds and placed in the service of the City under this Agreement.

**MASTER INTERLOCAL AGREEMENT
BETWEEN DALLAS COUNTY AND THE CITY OF OVILLA
PERTAINING TO ROAD AND BRIDGE TRANSPORTATION-RELATED
IMPROVEMENTS AND/OR MAINTENANCE ON OR ABOUT CERTAIN
DESIGNATED ROADWAYS SITUATED WITHIN THE TERRITORIAL
LIMITS OF THE CITY/TOWN OF OVILLA**

This Master Interlocal Agreement is made by and between Dallas County, Texas, hereinafter (“County”) and the City of Ovilla, Texas, hereinafter (“City/Town” refers to the applicable City or Town, which is a party to this Master Interlocal Agreement) acting by and through their duly authorized representatives and officials, which desire to enter into an Interlocal Agreement, hereinafter (“Master Agreement”) for the purpose of transportation improvements and/or maintenance on roads inside Dallas County.

WHEREAS, pursuant to Court Order _____, dated _____, County Commissioners Court approved participation in transportation projects within the City of Ovilla;

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

WHEREAS, the County and the City/Town desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type A” roadways and bridges, which are situated within the unincorporated portions of the County that are on public right-of-way;

WHEREAS, the County and the City/Town desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type B” roadways and bridges, which are situated wholly within the territorial limits of the City/Town;

WHEREAS, the County and the City/Town desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type C” roadways, which are situated wholly within the territorial limits of the City/Town;

WHEREAS, the County and the City/Town desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of the City/Town retaining and authorizing the County, through its Road & Bridge forces, to improve and/or maintain various “Type E” roadways, alleys, streets, bridges and drainage facilities, which are situated wholly within the territorial limits of the City/Town;

WHEREAS, the County and the City/Town desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of the City/Town authorizing and retaining the County, through its Road & Bridge forces, to perform minor transportation-related improvements and/or maintenance services, including but not limited to pothole repair; cleaning and clearing of drainage culverts;

roadway debris removal; and the like, which services do not fall squarely within the purview of “Type B” or “Type E” roadway projects, such projects are to be performed on or about public roadways and alleyways, which are situated wholly within the territorial limits of the City/Town; and

WHEREAS, this collaboration between the County and the City/Town is consistent with the County’s Administrative Plan as the County is a proactive regional partner in that it fosters partnerships between the County and local cities therein on local transportation projects. This collaboration between the County and the City/Town is also consistent with the County’s Vision Statement to improve people’s lives.

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

ARTICLE I. PURPOSE

City/Town has requested in the past, and will likely request in the foreseeable future (1) that the County provide funding of certain roadway and/or bridge improvements and/or maintenance projects (“projects”) within the unincorporated portions of the County that are on public right-of-way, which projects shall be duly qualified “Type A” Roadway Projects; (2) that the County participate in the funding of certain roadway improvements and/or maintenance projects (“projects”) on the City/Town’s street system, which projects shall be duly qualified “Type B” Roadway Projects; (3) that County participate in the funding of certain roadway improvements and/or maintenance projects (“projects”) on the City/Town’s street system, which projects shall be duly qualified “Type C” Roadway Projects; (4) that the County provide certain roadway improvements and/or maintenance services (“projects”) on the City/Town’s street system, which projects shall be duly qualified “Type E” Projects on streets, alleys, roads, bridges and drainage facilities for the City/Town; or (5) that the County, through its Road & Bridge forces, perform certain minor transportation-related improvements and/or maintenance services on or about the City/Town’s streets, alleys, and roads, which do not fall squarely within the collaborations contemplated by the aforementioned. The terms and conditions set forth herein provide the cooperative framework for the County and the City/Town to undertake one or more of these transportation-related improvements and/or maintenance projects upon public roadways that are situated wholly within the incorporated and territorial jurisdiction of the City/Town, said roadways being of significance and benefit to the County.

Each roadway improvements and/or maintenance project commenced hereunder shall be fully and specifically set forth and described in a separate Project Specific Agreement hereinafter (“PSA”), and shall be approved by specific order of the Commissioners Court of Dallas County, as well as the governing body of the City/Town.

Projects undertaken pursuant to this Master Agreement are for the benefit of the City/Town and the County, and not the purposeful benefit of any third parties. It is the express intention of the City/Town and the County that any person or entity, other than the City/Town or the County, receiving services or benefits hereunder shall be deemed incidental beneficiaries only.

Nothing herein shall be construed so as to prevent the County and the City/Town from collaborating and working jointly, without prior and formal approval of their respective governing bodies, in cases of national, state or local emergencies or natural disasters. See Tex. Gov't Code Ann. § 791.027 (West 1991). See also Dallas County Code Chapter 102, Section 102-5 (e) regarding minor maintenance in response to emergency road conditions or for purposes of natural disaster relief requested by other governmental jurisdictions.

ARTICLE II. DEFINITIONS

The following definitions for the types of roads listed below are incorporated by reference into this Master Agreement for all purposes.

1. Type A: Improvements and maintenance of roads and bridges located within the unincorporated portions of the County that are on public right-of-way. This includes roads within court-approved subdivisions in which the improvements and rights-of-way have been dedicated to the County and accepted by the Commissioners Court.
2. Type B: Improvements and maintenance of thoroughfares and bridges of major cross-county importance which are either existing or proposed. The Regional Thoroughfare Plan for North Central Texas Council of Governments and Dallas County Mobility Plan will be used as a guide to determine which thoroughfares are of major cross-county importance.
3. Type C: Improvements and maintenance of thoroughfares which are affected by state highway programs, planning and policies, including right-of-way, curb and gutter, and storm sewer projects that participate with state department of highways and public transportation as designated by the state as being part of the state highway system.
4. Type E: Improvements and maintenance of streets, alleys, roads, bridges and drainage facilities for a local governmental entity as defined under Chapter 791 of the Tex. Gov't Code Ann. (West 1999).

ARTICLE III. PERIOD/TERM OF THE MASTER AGREEMENT

This Master Agreement becomes effective when signed by the last party whose signing makes the respective Master Agreement fully executed (the "Effective Date"). This Master Agreement shall expire December 31, 2027, unless terminated in accordance with Article IV. of this Master Agreement.

ARTICLE IV. TERMINATION AND FORCE MAJEURE

A. TERMINATION

- a. This Master Agreement may be terminated by any of the following conditions:
 1. By expiration of the Period/Term of the Master Agreement.

2. By either party, by providing written notice of termination for any reason with ninety (90) days written notice to the other party pursuant to Article XIII., Paragraph E. of this Master Agreement.
- b. Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.
- c. Provisions a. through c. of this Article IV, Section A, shall survive the termination of this Master Agreement.

B. FORCE MAJEURE

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

ARTICLE V. IMMUNITY AND LIABILITY FOR ACTS AND OMISSIONS

County and City/Town agree that no provision of this Master Agreement is in any way intended to constitute a waiver of any immunities from suit or liability, or a waiver of any tort limitation, that the parties have by operation of law, or otherwise. County and City/Town agree that both County and City/Town shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Master Agreement without waiving any governmental/sovereign immunity available to the County or the City/Town or their respective officials, officers, employees or agents under Texas or other law and without waiving any available defenses under Texas or other law. In the event of joint and concurrent negligence of the parties to this Master Agreement, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any defenses, including governmental/sovereign immunity, or other defenses available to the parties under federal or Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. The provisions of this Article V. shall survive the termination, expiration, or cancellation of this Master Agreement, or any determination that this Master Agreement or any portion hereof is void, voidable, invalid, or unenforceable.

ARTICLE VI. CITY/TOWN'S FUNDING CONTRIBUTION

For "Type A" projects, the City/Town shall be responsible for zero percent (0%) of the funding and payment for the roadway and/or bridges improvements and/or maintenance services.

For duly qualified "Type B" and "Type C" projects contemplated hereunder, the City/Town shall be responsible for the total funding and payment for the roadway improvements and/or maintenance services, less any amounts contributed by the County, which contributions, if any by the County, may not exceed fifty percent (50%) of the actual total project costs, and may be made through commitment of financial resources or in-kind services, i.e., use of County's labor, equipment and/or materials.

For "Type E" projects and all other projects contemplated hereunder, the City/Town shall be responsible for one hundred percent (100%) of the funding and payment for services provided in whole or in part through the use of County Road & Bridge personnel, equipment and/or materials.

Pursuant to § 791.011(d)(3) of the Texas Government Code, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. All expenditures herein undertaken by the City/Town and/or the County for the performance of these governmental functions or services shall be made from current revenues available to them.

ARTICLE VII. CITY/TOWN'S OBLIGATIONS

Prior to the commencement of any project hereunder, the City/Town shall clearly detail the location and type of project, along with the scope and nature of the services to be performed in a document other than an interlocal agreement ("Master Agreement"). Should the City/Town desire that the County, through deployment of its Road & Bridge workforces, perform such services, the County shall prepare a written and detailed proposal for the City/Town's consideration and approval, indicating all work to be performed by the County, and at what costs and expense to the City/Town. Before any such work commences on a project, the City/Town and the County must have a clear and mutual understanding of the scope of services and/or funding to be provided by the County and the City/Town, describe the type of project to be undertaken; identify the project's location; the costs associated with such project; and be approved by the Commissioners Court of the County. Said mutual understanding between the County and the City/Town shall be evidenced by written documentation in a document other than the interlocal agreement, i.e. in a Project Specific Agreement, which shall only be binding once approved by the Commissioners Court of County and the governing body of the City/Town. The County may not accept and the City/Town may not offer payment for a project undertaken without approval of the Commissioners Court of the County and the governing body of the City/Town, and shall only be binding once approved by the County and the governing body of the City/Town.

For all projects wherein the County is obligated to provide improvements and/or maintenance services, once approved by the Commissioners Court of the County and immediately upon the County's commencement of work duly authorized by them, the City/Town shall set aside, segregate and escrow for the County's benefit, the total estimated amount of the project for each

project undertaken. County may elect to bill against segregated funds on a monthly basis for services performed during the course of the month, or it may bill against the segregated funds in full once a project is completed. In either event, the County shall be paid promptly, and in full once the project is completed.

Where required by the nature of the projects undertaken, the City/Town, at its own expense, shall be responsible for the following: (1) informing the public of the proposed improvements, maintenance or construction activity regarding the project; (2) acquiring any right-of-way necessary to complete the project under consideration; (3) locating all manholes, water valves, and other utilities within the project; (4) making or causing to be made, all utility relocations or adjustments necessary for the execution and completion of the project; (5) remediating any hazardous or regulated materials, or other environmental hazards on or near the project site; and (6) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the project to be completed in a timely and safe manner. City/Town agrees to accomplish these functions, if required by the project under consideration, in a timely and efficient manner to ensure that such activity will not delay the County's timely performance of its improvements and/or maintenance activities.

City/Town agrees to permit the County, at the County's expense, to conduct routine special studies of traffic conditions within the City/Town, which studies may include traffic counts, measurements of speeds, delays, congestion, etc.

City/Town agrees to comply with Chapter 251 of the Tex. Transp. Code Ann. (West 1995) and the current Dallas County Code, (1-19-2021, Chapter 102 Road and Bridge District, Article III, Section 102-71 through Section 102-107, regarding road/street names/address policy and guidelines. This Master Agreement references the most current edition of the Dallas County Code. Amendments, updates, additions, or supplements may be issued by Dallas County, which may be provided to the city/town on an as-needed basis, during the term of this Master Agreement.

ARTICLE VIII. COUNTY'S CONTRIBUTION

For all projects contemplated hereunder, the County shall contribute as follows:

1. For "Type A" roadways and bridges, the County shall be responsible for one hundred percent (100%) of the funding and payment for the roadway and bridges improvements and/or maintenance services.
2. For all duly qualified "Type B" and "Type C" roadway projects, the County shall contribute an amount not to exceed fifty percent (50%) of the total actual project costs, which contribution may be through pledge and commitment of County Road and Bridge funds, use of County Road and Bridge personnel and/or equipment, or a combination of the two.
3. For "Type E" roadway projects and all other duly qualified projects, the County's contribution hereunder shall be limited solely to supplying labor, materials and/or

equipment necessary to provide improvements and/or maintenance services, all of which shall be provided at the City/Town's, or another funding source's, expense at one hundred percent (100%).

ARTICLE IX. COUNTY'S OBLIGATIONS

County shall not undertake performance of any project hereunder, until such time as same has been specifically approved per the protocols set forth in Article I. as listed above and incorporated herein by reference. Once so approved, if called upon to do so, the County shall perform all services contemplated hereunder in a good and workmanlike manner. Further, the County shall not assign its rights, or delegate its duties and obligations hereunder to any third party without prior written approval of the City/Town and formal approval by the governing body of each party. Nothing herein shall be construed to prohibit the County from using subcontractors, where reasonably necessary, to aid in the completion of projects.

Should the County, in executing any project contemplated hereunder, encounter adverse conditions unforeseen by the City/Town or the County, the County shall immediately bring same to the attention of the City/Town, and await direction and guidance from the City/Town on the resolution of same. Where reasonably required by nature of the unknown condition, the County may cease performance hereunder until such time as adverse conditions are rectified or remedied by the City/Town, and such delay shall not constitute a material breach of this Master Agreement.

ARTICLE X. FISCAL FUNDING

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

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

Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

ARTICLE XI. ORPHAN ROAD POLICY

- A. Orphan road shall mean all or part of a street or road right-of-way, which is outside the incorporated limits of a municipality/municipalities and the incorporated area of the municipality/municipalities abuts or extends into the right-of-way. Type “A” improvements and maintenance of roads and bridges located within the unincorporated portions of the County that are on public right-of-way, which includes roads within court-approved subdivisions in which the improvements and rights-of-way have been dedicated to the county and accepted by the County’s Commissioners Court. These roadway segments have, in effect, been “orphaned” by the abutting City/Town (or cities) that they serve in that they have been left unincorporated. Thus, the County has primary responsibility for maintenance, operation, enforcement, police and/or emergency services within these unincorporated rights-of-way.
- B. The County encourages all Cities adjacent to orphan roads in the County to develop, commit to and submit a plan to the County for completing the annexation of the orphan road segments and assuming full responsibility for these roadways. In instances where two cities abut the same orphan road segment, the County encourages the two cities to jointly develop a plan for the annexation of that segment. The County offers its assistance to the cities in developing such plans.
- C. The County, at the discretion of the Commissioners Court, may give additional selection value to projects in Cities that have submitted a specific plan for the annexation of orphan roads when the County selects, approves, and schedules projects for road and bridge district participation in funding (“Type B” work). Such preference may also be given in approving projects for funding in the County’s major capital improvement program (“MCIP”).
- D. The County, at the discretion of the Commissioners Court, may also refuse to participate in discretionary projects, such as road and bridge district projects or MCIP projects, in a City that elects not to pursue the annexation of orphan road segments that abut its boundaries. Failure to notify the County of the City’s intent to annex and/or failure to submit a plan for annexation in a timely manner shall be construed by the County as the City’s election not to pursue annexation.
- E. The County, at the discretion of the Commissioners Court, may select specific orphan road segments for improvement when a City commits to annexation of the segment upon completion of the project. However, the specific plan for annexation of orphan roads submitted by the City will not be limited to annexation upon completion of improvements by the County. The County improvements may be made as road and bridge projects or as MCIP Projects (subject to other MCIP criteria, including but not limited to the Regional Thoroughfare Plan for North Central Texas Council of Governments and the Dallas County Mobility Plan designation and City cost participation).
- F. This policy application is prospective and projects selected by the County and approved by the Commissioners Court prior to the date of the adoption of this policy shall not be impacted by this policy.

- G. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting orphan road segments.
- H. The Director of the County's Public Works Department shall maintain a listing of orphan roads and the city or cities they abut and shall provide updates to the Commissioners Court and to the cities as changes occur. The listing and changes to the listing shall be based on municipal boundary and annexation information provided to the County's Public Works Department by the cities as required by Tex. Loc. Gov't Code, § 242.001(c).
- I. The provisions of this Article XI of this Master Agreement shall survive the termination of this Master Agreement.

(Dallas County Code, Chapter 102, Article IV, Sec. 102-131 - 102-133, 1-19-2021).

ARTICLE XII. SMALL WATERSHED DAMS

Small watershed dam/dams shall mean floodwater retarding structures that were constructed by the United States Department of Agriculture ("USDA") Natural Resources Conservation Service ("NRCS"), formerly named the Soil Conservation Service ("SCS"), in watersheds less than 250,000 acres under the authority of the Flood Control Act of 1944 and the Watershed Protection and Flood Prevention Act of 1954. These structures typically have earthen embankments with principal and auxiliary spillways.

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

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

ARTICLE XIII. MISCELLANEOUS PROVISIONS

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

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

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

D. **Amendment.** This Master Agreement may be supplemented and/or amended at any time through the mutual consent of both the County and the City/Town. Any supplement or amendment must be in writing and approved by the parties' respective governing bodies through either a Court Order from the Commissioners Court of the County or a Resolution from the City/Town Council.

E. **Notice.** All notices, requests, demands, and other communication under this Master Agreement shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:
Director of Public Works
Records Building
500 Elm Street, Suite 5300
Dallas, Texas 75202

CITY/TOWN:
City Secretary
City Hall
105 S. Cockrell Hill Rd.
Ovilla, Texas 75154

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

- F. **Counterparts.** This Master Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- G. **Headings.** The headings and titles used herein are for sake of convenience only, and are not intended to affect the interpretation or construction of such provisions.
- H. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Master Agreement does not preclude pursuit of other remedies in this Master Agreement or as provided by law.
- I. **Assignment.** This Master Agreement may not be assigned or transferred by either party without the prior written consent of the other party and formal approval by the governing body of each party.
- J. **Binding Agreement, Parties Bound.** When this Master Agreement has been duly executed and delivered by both parties, this Master Agreement shall constitute a legal, valid, and binding obligation of the parties, their successors, and permitted assigns.
- K. **Number and Gender.** Words of any gender used in this Master Agreement shall be held and construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.
- L. **Effective Date.** This Master Agreement becomes effective when signed by the last party whose signing makes the respective Master Agreement fully executed (the “Effective Date”).
- M. **No Joint Enterprise/Venture.** City/Town and County agree that neither party is an agent, servant, or employee of the other party. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this Master Agreement. No joint enterprise/venture exists between the City/Town and County.
- N. **Contingent.** This Master Agreement is expressly contingent upon formal approval by the Commissioners Court of Dallas County and the governing body of the City of Ovilla, Texas.

(the remainder of this page intentionally left blank)

The City Ovilla, State of Texas, has executed this Master Agreement pursuant to duly authorized City/Town Council Action on the ____ day of _____, 2022.

The County of Dallas, State of Texas, has executed this Master Agreement pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2022.

CITY OF OVILLA:

COUNTY OF DALLAS:

CITY MANAGER

CLAY LEWIS JENKINS
COUNTY JUDGE

Date: _____

Date: _____

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM:*
JOHN CREUZOT
DISTRICT ATTORNEY

Assistant City Attorney

Jana Prigmore Ferguson
Assistant District Attorney

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

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

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

WITNESSETH:

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

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

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

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

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

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by City and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell City goods and services.
2. The City shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The City, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body’s authorized agent and ending on December 31st, 2023 (“Effective Period”).

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

EXECUTED in duplicate this the _____ day of _____, 20____.

ELLIS COUNTY, TEXAS

By: _____
Todd B. Little, County Judge

ATTEST:

By: _____
Krystal C. Valdez, County Clerk

CITY OF OVILLA, TEXAS

By: _____
Mayor, CITY of OVILLA

Attest:

CITY Secretary

RESOLUTION NO. 2022-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OVILLA, TEXAS, APPROVING AND AUTHORIZING THE SALE OF LAND TO THE TEXAS DEPARTMENT OF TRANSPORTATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Texas, by and through the Texas Department of Transportation, has offered to purchase a certain parcel land from the City of Ovilla for the sum of \$15,480.00, such land being designated and identified as TxDOT CSJ: 1051-1-057, TxDOT Parcel: P00054255; and

WHEREAS, the City Council has determined that the said purchase offer is fair and the sale of the parcel of land is in the best interest of the citizens of the City of Ovilla.

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

SECTION 1. The sale of land designated and identified as TxDOT CSJ: 1051-1-057, TxDot Parcel: P00054255 to the Texas Department of Transportation for the sum of \$15,480.00 is hereby approved and the Mayor of the City of Ovilla is hereby authorized to execute all document necessary to complete such transaction.

SECTION 2. This resolution shall be in force and effect immediately upon passage and approval.

RESOLVED, PASSED and APPROVED, this ____ day of _____, 2022.

CITY OF OVILLA, TEXAS

Richard Dormier, Mayor

ATTEST:

Bobbie Jo Taylor, City Secretary



Date: November 14, 2022

To: Honorable Mayor and Council Members

**Subject: Investment Report for
July Thru September 2022**

From:

Sharon Jungman – Finance Director

City of Ovilla

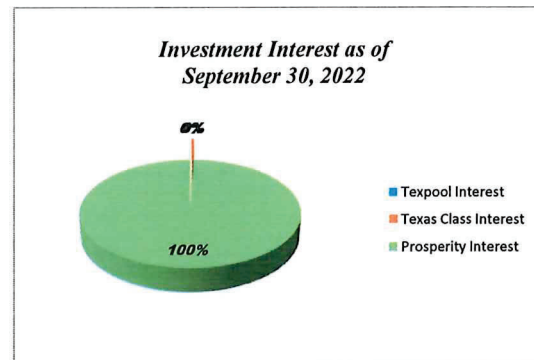
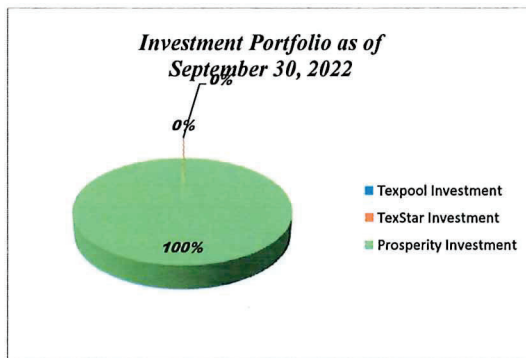
Investment Portfolio Summary - As of September 30, 2022

Investment Types	% of Total Investments	Account Balance as of 9-30-22
TexPool Investment		
Water Fund- 8761	0.01%	\$ 326.66
Texpool Total	0.01%	326.66
TexStar Investment		
Gen. Fund 1110	0.07%	3,973.59
Gen. Fund Reserve 1120	0.02%	990.10
Sewer Impact Fee 3540	0.06%	3,362.28
Water Fund 5340	0.03%	1,487.91
Water Fund 5350	0.02%	1,219.94
TexStar Total	0.19%	11,033.82
Prosperity Investment		
CD GF Reserve 0608	1.02%	58,574.12
CD GF Reserve -0694	0.00%	0.00
4B EDC 3691	13.22%	760,701.71
MDD 7451	2.58%	148,289.58
Park Improvement 7613	0.00%	57.55
Police - Leose 8220	0.02%	941.64
Bryson Manor 8662	5.35%	308,015.54
Employee Benefit Trust 8777	0.05%	3,102.13
General Acct. 9437	77.57%	4,464,985.37
Prosperity Total	98.79%	5,744,667.64
Total Investment	98.98%	5,756,028.12

Investment Interest Types	% of Total Interest	Amount of Interest earned from July Thru Sept. 2022
Tex Pool Interest		
Water Fund- 8761	0.02%	1.65
TexPool Qtr. Interest Total	0.02%	1.65
TexStar Class Interest		
Gen. Fund 1110	0.13%	14.04
Gen. Fund Reserve 1120	0.04%	4.66
Sewer Impact Fee 3540	0.15%	15.81
Water Fund 5340	0.07%	7.03
Water Fund 5350	0.05%	5.72
Texas Class Qtr. Interest Total	0.44%	47.26
Prosperity Interest		
CD GF Reserve 0608	0.00%	0.00
CD GF Reserve -0694	0.00%	0.00
4B EDC 3691	12.49%	1,334.94
MDD 7451	5.15%	550.15
Park Improvement 7613	0.00%	0.01
Police - Leose 8220	0.00%	0.00
Bryson Manor 8662	5.08%	542.82
Employee Benefit Trust 8777	0.26%	27.67
General Acct. 9437	76.56%	8,180.64
Prosperity Quarterly Interest Total	99.54%	10,636.23
Total Quarterly Interest	100.00%	\$ 10,685.14

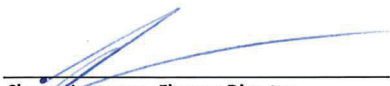
Investment Types	% of Total Investments	Amount
Texpool Investment	0.01%	\$ 326.66
TexStar Investment	0.19%	\$ 11,033.82
Prosperity Investment	99.80%	5,744,667.64
Total Investment	100.00%	\$ 5,756,028.12

Investment Interest Types	% of Total Interest	Amount
Texpool Interest	0.02%	1.65
Texas Class Interest	0.44%	47.26
Prosperity Interest	99.54%	10,636.23
Total Interest	100.00%	\$ 10,685.14



COMPLIANCE STATEMENT

The investment portfolio presented in these reports conforms in all respects to the investment policies of the City of Ovilla, Texas; and is being managed under the investment strategy developed and approved by the Ovilla City Council.

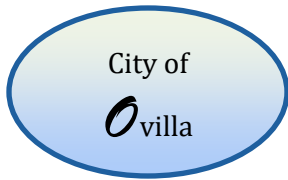

Sharon Jungman - Finance Director


Pam Woodall - City Manager


Date


Date

Interest Earned in every Bank Account for July Thru Sept. 2022				
	July	August	Sept.	Total
TexPool Investment				
Water Fund- 8761	0.35	0.62	0.68	1.65
TexStar Investment				
Gen. Fund 1110	4.68	6.54	7.50	14.04
Gen. Fund Reserve 1120	1.20	1.58	1.88	4.66
Sewer Impact Fee 3540	3.98	5.52	6.31	15.81
Water Fund 5340	1.75	2.46	2.82	7.03
Water Fund 5350	1.43	2.01	2.28	5.72
	8.36	18.11	20.79	47.26
Prosperity Investment				
CD GF Reserve 0608	0.00	0.00	0.00	0.00
CD GF Reserve -0694	0.00	0.00	0.00	0.00
4B EDC 3691	468.06	432.60	434.28	1,334.94
MDD 7451	197.03	204.04	149.08	550.15
Park Improvement 7613	0.00	0.00	0.01	0.01
Police - Leose 8220	0.00	0.00	0.00	0.00
Bryson Manor 8662	182.80	182.91	177.11	542.82
Employee Benefit Trust 8777	8.10	8.29	11.28	27.67
General Acct. 9437	3,143.55	2,594.21	2,442.88	8,180.64
Prosperity Total	3,999.54	3,422.05	3,214.64	10,636.23
Total Interest	4,008.25	3,440.78	3,236.11	10,685.14



Ovilla City Council

AGENDA ITEM REPORT Item 1

Meeting Date: November 14, 2022

Department: Administration

☒ Discussion ☐ Action

Budgeted Expense: ☒ YES ☐ NO ☐ N/A

Submitted By: Staff

Reviewed By: ☒ City Manager

☒ City Secretary

☒ City Attorney

☒ Finance Director

☒ Other: PW / UB

AGENDA ITEM:

ITEM 1: DISCUSSION – Receive a presentation from Community Waste Disposal representative Jason Roemer on the annual review, proposed annual adjustment, and a proposed contract amendment to allow for compressed natural gas (CNG) vehicles.

Attachments:

1. CWD Contract
2. Annual Market Adjustment

Discussion / Justification:

Background:

CWD is presenting the 2023 adjustment and the model produced an **18.5% rate increase**.

Looking into it further, they concluded this large increase is due to Ovilla being on a rate adjustment model that still utilizes diesel fuel as one of the index components. CWD staff realized the spike increase in diesel costs, therefore is proposing to convert to using **Compressed Natural Gas (CNG)** as rate adjustment models.

Most of the fleet at CWD has converted to CNG trucks. This will lower the rate increase. CNG fuel is up over 113%, but since it only makes up 5% of the total adjustment, it is a smaller increase overall.

If the Council approves the CNG models, CWD is pursuing a 10.9% increase versus the 18.5% increase under the current contract's diesel model.

2023 Adjustment			
	Current Rates	Current Diesel Model	Proposed CNG Model
Trash	\$ 11.89	\$ 14.06	\$ 13.16
Recycle	\$ 3.67	\$ 4.37	\$ 4.09
X-Treme Green (HHW & Cleanup)	\$ 0.94	\$ 1.12	\$ 1.04
TOTAL	\$ 16.50	\$ 19.55	\$ 18.29
		18.48%	10.85% % change from current

Converting to the CNG models will require an amendment to the contract replacing the rate adjustment model (both language and systems chart) with the CNG version. Legal counsel advised staff that this can occur after the adjustment becomes effective. (During the December Council meeting)

Recommendation / Staff Comments:

Staff Recommends: Approval to convert to the CNG models and annual rate adjustment of 10.9%.

Sample Motion(s):

DISCUSSION ONLY.

City of Ovilla Adjustment Worksheet

Effective January 01, 2023

Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.

CNG Fuel worksheet		
	June, July & Aug of 2021	June, July & Aug of 2022
Week 1	3.03	8.54
Week 2	3.12	8.95
Week 3	3.28	7.93
Week 4	3.28	6.43
Week 5	3.72	6.35
Week 6	3.65	5.90
Week 7	3.73	6.76
Week 8	3.93	7.76
Week 9	4.06	8.74
Week 10	4.15	8.14
Week 11	4.10	8.15
Week 12	3.90	9.19
Week 13	4.07	9.56
Average	3.694	7.877
Dollar Change		4.183
Percent of Change		113.24%

McCommas	
Landfill Information	
Landfill Prior	34.20
Current	34.88
Difference in \$	0.68
Percentage	1.99%

CPI Information	
CPI July 21	258.483
CPI July 22	275.387
2022 less 2021	16.904
Percentage	6.5%

INDEX CHANGE	
CPI%	6.5%
CNG Fuel %	113.24%
Disposal %	1.99%

	F/L	R/O	R/O Excessive Weight	Resi Trash	Resi Rcy
CPI	69%	58%	0%	70%	85%
CNG Fuel	3%	4%	0%	5%	5%
Disposal	28%	38%	100%	25%	10%
	100%	100%	100%	100%	100%

	F/L	R/O	R/O Excessive Weight	Resi Trash	Resi Rcy
CPI	4.49%	3.77%	0.00%	4.55%	5.53%
CNG Fuel	3.40%	4.53%	0.00%	5.66%	5.66%
Disposal	0.56%	0.76%	1.99%	0.50%	0.20%
Total	8.44%	9.06%	1.99%	10.71%	11.39%

DEC 2021 CITY of OVILLA Exhibit "A"

City of Ovilla's Solid Waste Collection and Recycling Services			Jan 2021 Net Rate to CWD	Jan 2021 Ovilla Customer Rate	CPI Adjustment	CNG Fuel Adjustment	Disposal Adjustment	Total Adjustment	Jan 2023 Net Rate to CWD	Jan 2023 Ovilla Customer Rate
					6.50%	113.24%	1.99%			
Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.										
Residential Collection										
			Percent of Adjustment		70%	5%	25%			
Residential Single Family Trash Rate (once a week)	N/A	\$11.89	\$0.54	\$0.67	\$0.06	\$1.27	\$13.16	N/A		
Duplex Unity (per unit) Trash Rate (once a week)	N/A	\$11.89	\$0.54	\$0.67	\$0.06	\$1.27	\$13.16	N/A		
Trailer Park (per unity) Trash Rate (once a week)	N/A	\$11.89	\$0.54	\$0.67	\$0.06	\$1.27	\$13.16	N/A		
			Percent of Adjustment		85%	5%	10%			
Residential Recycling Rate (every other week)	N/A	\$3.67	\$0.20	\$0.21	\$0.01	\$0.42	\$4.09	N/A		
Additional Residential Recycling Cart Pricing (each)	N/A	\$3.67	\$0.20	\$0.21	\$0.01	\$0.42	\$4.09	N/A		
Residential X-treme Green Event	N/A	\$0.94	\$0.05	\$0.05	\$0.00	\$0.10	\$1.04	N/A		
			Percent of Adjustment		0%	0%	0%			
Replace lost/stolen Recycle Cart (each)	N/A	\$75.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75.00	N/A		
Commercial Cart										
			Percent of Adjustment		70%	5%	25%			
First Trash Poly-Cart (once a week service)	N/A	\$24.43	\$1.11	\$1.38	\$0.12	\$2.61	\$27.04	City Bills		
Price for Each Additional Trash Poly-Cart	N/A	\$14.67	\$0.67	\$0.83	\$0.07	\$1.57	\$16.24	City Bills		
			Percent of Adjustment		85%	5%	10%			
First Recycle Poly-Cart (every other week service)	N/A	\$3.52	\$0.19	\$0.20	\$0.01	\$0.40	\$3.92	City Bills		
Price for Each Additional Recycle Poly-Cart	N/A	\$2.66	\$0.15	\$0.15	\$0.01	\$0.31	\$2.97	City Bills		
Front Load Commercial Trash Container Services										
			Percent of Adjustment		69%	3%	28%			
2 Cubic Yard Container										
One time per week	\$94.09	\$89.39	\$4.01	\$3.04	\$0.50	\$7.55	\$96.94	\$102.04		
3 Cubic Yard Container										
One time per week	\$107.62	\$102.24	\$4.59	\$3.47	\$0.57	\$8.63	\$110.87	\$116.71		
4 Cubic Yard Container										
One time per week	\$134.54	\$127.81	\$5.73	\$4.34	\$0.71	\$10.78	\$138.59	\$145.88		
6 Cubic Yard Container										
One time per week	\$161.41	\$153.34	\$6.88	\$5.21	\$0.85	\$12.94	\$166.28	\$175.03		
8 Cubic Yard Container										
One time per week	\$202.03	\$191.93	\$8.61	\$6.52	\$1.07	\$16.20	\$208.13	\$219.08		
Extra Pick-Ups and Reloads										
2 cu. Yd. Containers	\$41.43	\$39.36	\$1.77	\$1.34	\$0.22	\$3.33	\$42.69	\$44.94		
3 cu. Yd. Containers	\$42.65	\$40.52	\$1.82	\$1.38	\$0.23	\$3.43	\$43.95	\$46.26		
4 cu. Yd. Containers	\$43.87	\$41.68	\$1.87	\$1.42	\$0.23	\$3.52	\$45.20	\$47.58		
6 cu. Yd. Containers	\$46.35	\$44.03	\$1.97	\$1.50	\$0.25	\$3.72	\$47.75	\$50.26		
8 cu. Yd. Containers	\$47.54	\$45.16	\$2.03	\$1.53	\$0.25	\$3.81	\$48.97	\$51.55		
Commercial Special Services										
			Percent of Adjustment		100%	0%	0%			
Container Inside Four Side Enclosures - Per Pick-Up, Per Container	\$4.29	\$4.08	\$0.27	\$0.00	\$0.00	\$0.27	\$4.35	\$4.58		
Caster - (<4 cu. Yd.) Per Pick-up, Per Container	\$4.29	\$4.08	\$0.27	\$0.00	\$0.00	\$0.27	\$4.35	\$4.58		
Locks - Per Pick Up, Per Container	\$4.29	\$4.08	\$0.27	\$0.00	\$0.00	\$0.27	\$4.35	\$4.58		
One Container Inside Gated Property - Per Pick-Up, Per Container	\$4.29	\$4.08	\$0.27	\$0.00	\$0.00	\$0.27	\$4.35	\$4.58		
Two Containers Inside Gated Property - Per Pick-Up, Per Container	\$2.86	\$2.72	\$0.18	\$0.00	\$0.00	\$0.18	\$2.90	\$3.05		
Three or More Containers Inside Gated Property - Per Pick-Up, Per Container	\$1.43	\$1.36	\$0.09	\$0.00	\$0.00	\$0.09	\$1.45	\$1.53		
Rolloff Compactors										
			Percent of Adjustment		80%	20%	0%			
Trip Charge (Dry Run) - weekday	\$125.68	\$119.40	\$6.21	\$27.04	\$0.00	\$33.25	\$152.65	\$160.68		
Trip Charge (Dry Run) - weekend	\$159.98	\$151.98	\$7.90	\$34.42	\$0.00	\$42.32	\$194.30	\$204.53		
			Percent of Adjustment		58%	4%	38%			
30 Cubic Yard Per Haul - weekday ** +	\$522.77	\$496.63	\$18.72	\$22.50	\$3.76	\$44.98	\$541.61	\$570.12		
30 Cubic Yard Per Haul - weekend ** +	\$560.83	\$532.79	\$20.09	\$24.13	\$4.03	\$48.25	\$581.04	\$611.62		
35 Cubic Yard Per Haul - weekday ** +	\$522.77	\$496.63	\$18.72	\$22.50	\$3.76	\$44.98	\$541.61	\$570.12		
35 Cubic Yard Per Haul - weekend ** +	\$560.83	\$532.79	\$20.09	\$24.13	\$4.03	\$48.25	\$581.04	\$611.62		
42 Cubic Yard Per Haul - weekday ** +	\$522.77	\$496.63	\$18.72	\$22.50	\$3.76	\$44.98	\$541.61	\$570.12		
42 Cubic Yard Per Haul - weekend ** +	\$560.83	\$532.79	\$20.09	\$24.13	\$4.03	\$48.25	\$581.04	\$611.62		
			Percent of Adjustment		0%	0%	100%			
** Plus Disposal Per Ton if over 8,000 lb.'s	\$45.56	\$43.28	\$0.00	\$0.00	\$0.86	\$0.86	\$44.14	\$46.46		
+ Excess Payload for Trucks Over 27 Tons	\$113.87	\$108.18	\$0.00	\$0.00	\$2.15	\$2.15	\$110.33	\$116.14		

DEC 2021 CITY of OVILLA Exhibit "A"

City of Ovilla's Solid Waste Collection and Recycling Services		Jan 2021 Net Rate to CWD	Jan 2021 Ovilla Customer Rate	CPI Adjustment	CNG Fuel Adjustment	Disposal Adjustment	Total Adjustment	Jan 2023 Net Rate to CWD	Jan 2023 Ovilla Customer Rate
				6.50%	113.24%	1.99%			
Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.									
Open Top Rolloff Containers									
	Percent of Adjustment			80%	20%	0%			
Delivery - weekday	\$125.68	\$119.40	\$6.21	\$27.04	\$0.00	\$33.25	\$152.65	\$160.68	
Delivery - weekend	\$159.98	\$151.98	\$7.90	\$34.42	\$0.00	\$42.32	\$194.30	\$204.53	
Trip Charge (Dry Run) - weekday	\$125.68	\$119.40	\$6.21	\$27.04	\$0.00	\$33.25	\$152.65	\$160.68	
Trip Charge (Dry Run) - weekend	\$159.98	\$151.98	\$7.90	\$34.42	\$0.00	\$42.32	\$194.30	\$204.53	
	Percent of Adjustment			100%	0%	0%			
Weekly Rental	\$42.02	\$39.92	\$2.59	\$0.00	\$0.00	\$2.59	\$42.51	\$44.75	
Monthly Rental	\$180.06	\$171.06	\$11.12	\$0.00	\$0.00	\$11.12	\$182.18	\$191.77	
	Percent of Adjustment			58%	4%	38%			
20 Cubic Yard Per Haul - weekday ** +	\$510.06	\$484.56	\$18.27	\$21.95	\$3.66	\$43.88	\$528.44	\$556.25	
20 Cubic Yard Per Haul - weekend ** +	\$548.15	\$520.74	\$19.63	\$23.59	\$3.94	\$47.16	\$567.90	\$597.79	
30 Cubic Yard Per Haul - weekday ** +	\$522.77	\$496.63	\$18.72	\$22.50	\$3.76	\$44.98	\$541.61	\$570.12	
30 Cubic Yard Per Haul - weekend ** +	\$560.83	\$532.79	\$20.09	\$24.13	\$4.03	\$48.25	\$581.04	\$611.62	
40 Cubic Yard Per Haul - weekday ** +	\$560.83	\$532.79	\$20.09	\$24.13	\$4.03	\$48.25	\$581.04	\$611.62	
40 Cubic Yard Per Haul - weekend ** +	\$598.91	\$568.96	\$21.45	\$25.77	\$4.30	\$51.52	\$620.48	\$653.14	
	Percent of Adjustment			0%	0%	100%			
** Plus Disposal Per Ton if over 8,000 lb.'s	\$45.56	\$43.28	\$0.00	\$0.00	\$0.86	\$0.86	\$44.14	\$46.46	
+ Excess Payload for Trucks Over 27 Tons	\$113.87	\$108.18	\$0.00	\$0.00	\$2.15	\$2.15	\$110.33	\$116.14	
Special Collections									
Other Charges									
Returned Checks	N/A	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00	N/A	
City Free Services									
Solid Waste Removal Service at:									
City Hall (1 x 6 yard rear load container - serviced 1 x per week)	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	
City Hall (1 x 30 yard open top - on call 16 hauls per year)	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	
Annual Clean Up (8 x 30 yard open top - 8 hauls per year)	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	
Annual Clean Up (3 rear loaders up to 8 hours - 1 x per year)	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	
Christmas Trees Recycling (1 x 30 yard open top - 1 x per year)	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	
Heritage (12 x 95 gallon carts - 1 x per year)	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	



Databases, Tables & Calculators by Subject

Change Output Options: From: 2012 ▼ To: 2022 ▼

☒ include graphs ☐ include annual averages[More_Eprmati.ng.Options](#) ➔

Data extracted on: September 21, 2022 (11:30:35 PM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUURS37ASA0LE, CUUSS37ASA0LE

Not Seasonally Adjusted

Series Title: All items less energy in Dallas-Fort Worth-Arlington, TX, all urban consumers, not seasonally adjusted

Area: Dallas-Fort Worth-Arlington, TX

Item: All items less energy

Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012	209.278		210.745		211.017		211.076		212.619		213.603		211.587	210.496	212.679
2013	214.034		215.132		214.590		215.479		216.630		216.241		215.472	214.706	216.239
2014	216.948		218.185		218.293		218.085		218.872		219.281		218.398	217.903	218.893
2015	219.851		221.760		221.630		221.408		222.473		223.021		221.817	221.209	222.425
2016	224.102		225.823		226.910		227.315		227.995		228.292		226.940	225.868	228.013
2017	228.486		229.667		230.934		231.424		233.624		234.845		231.645	229.824	233.467
2018	234.774		235.907		237.847		237.289		238.686		240.358		237.587	236.353	238.822
2019	241.185		242.060		241.921		243.642		245.477		244.604		243.399	242.075	244.724
2020	244.920		246.282		245.301		247.299		248.120		247.458		246.709	245.580	247.838
2021	249.525		252.804		256.633		258.483		259.068		260.725		256.710	253.500	259.920
2022	265.048		270.139		273.652		275.387							270.329	

12-Month Percent Change

Series Id: CUURS37ASA0LE, CUUSS37ASA0LE

Not Seasonally Adjusted

Series Title: All items less energy in Dallas-Fort Worth-Arlington, TX, all urban consumers, not seasonally adjusted

Area: Dallas-Fort Worth-Arlington, TX

Item: All items less energy

Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012	2.5		2.3		2.4		2.3		2.4		2.1		2.3	2.4	2.3
2013	2.3		2.1		1.7		2.1		1.9		1.2		1.8	2.0	1.7
2014	1.4		1.4		1.7		1.2		1.0		1.4		1.4	1.5	1.2
2015	1.3		1.6		1.5		1.5		1.6		1.7		1.6	1.5	1.6
2016	1.9		1.8		2.4		2.7		2.5		2.4		2.3	2.1	2.5
2017	2.0		1.7		1.8		1.8		2.5		2.9		2.1	1.8	2.4
2018	2.8		2.7		3.0		2.5		2.2		2.3		2.6	2.8	2.3
2019	2.7		2.6		1.7		2.7		2.8		1.8		2.4	2.4	2.5
2020	1.5		1.7		1.4		1.5		1.1		1.2		1.4	1.4	1.3
2021	1.9		2.6		4.6		4.5		4.4		5.4		4.1	3.2	4.9
2022	6.2		6.9		6.6		6.5							6.6	

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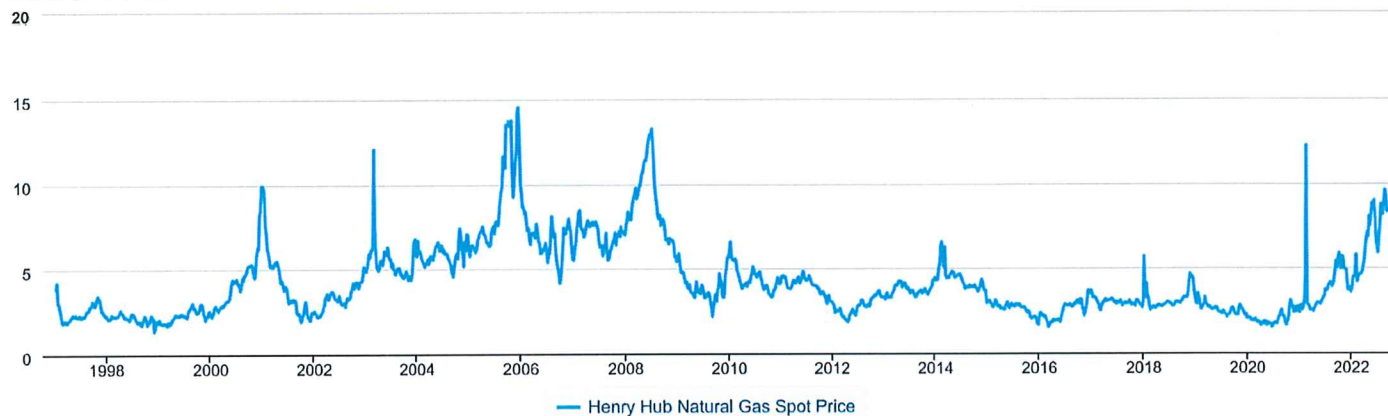
View History: ☐ Daily ☒ Weekly ☐ Monthly ☐ Annual

[Download Data \(XLS File\)](#)

Henry Hub Natural Gas Spot Price

X DOWNLOAD

Dollars per Million Btu



ChartT

no analysis applied



This series is available through the EIA open data API and can be downloaded to Excel or embedded as an interactive chart or map on your website.

Henry Hub Natural Gas Spot Price (Dollars per Million Btu)

Year-Month	Week 1		Week 2		Week 3		Week 4		Week 5	
	End Date	Value	End Date	Value	End Date	Value	End Date	Value	End Date	Value
1997-Jan			01/10	3.79	01/17	4.19	01/24	2.98	01/31	2.91
1997-Feb	02/07	2.53	02/14	2.30	02/21	1.91	02/28	1.82		
1997-Mar	03/07	1.86	03/14	1.96	03/21	1.91	03/28	1.84		
1997-Apr	04/04	1.88	04/11	1.98	04/18	2.04	04/25	2.14		
1997-May	05/02	2.15	05/09	2.29	05/16	2.22	05/23	2.22	05/30	2.28
1997-Jun	06/06	2.17	06/13	2.16	06/20	2.22	06/27	2.27		
1997-Jul	07/04	2.15	07/11	2.15	07/18	2.24	07/25	2.20		
1997-Aug	08/01	2.22	08/08	2.37	08/15	2.53	08/22	2.54	08/29	2.58
1997-Sep	09/05	2.77	09/12	2.76	09/19	2.85	09/26	3.08		
1997-Oct	10/03	3.00	10/10	2.83	10/17	2.89	10/24	3.21	10/31	3.42
1997-Nov	11/07	3.16	11/14	3.25	11/21	2.89	11/28	2.55		
1997-Dec	12/05	2.51	12/12	2.34	12/19	2.34	12/26	2.21		
1998-Jan	01/02	2.26	01/09	2.11	01/16	2.05	01/23	2.11	01/30	2.08
1998-Feb	02/06	2.28	02/13	2.21	02/20	2.20	02/27	2.22		
1998-Mar	03/06	2.18	03/13	2.22	03/20	2.23	03/27	2.30		
1998-Apr	04/03	2.41	04/10	2.57	04/17	2.46	04/24	2.40		
1998-May	05/01	2.23	05/08	2.14	05/15	2.20	05/22	2.13	05/29	2.09
1998-Jun	06/05	2.10	06/12	2.00	06/19	2.11	06/26	2.38		
1998-Jul	07/03	2.39	07/10	2.36	07/17	2.21	07/24	2.05	07/31	1.95
1998-Aug	08/07	1.86	08/14	1.85	08/21	1.93	08/28	1.81		
1998-Sep	09/04	1.72	09/11	1.83	09/18	2.07	09/25	2.24		
1998-Oct	10/02	2.20	10/09	1.99	10/16	1.73	10/23	1.90	10/30	1.89
1998-Nov	11/06	2.11	11/13	2.27	11/20	2.12	11/27	2.08		
1998-Dec	12/04	1.34	12/11	1.60	12/18	1.93	12/25	1.95		
1999-Jan	01/01	1.84	01/08	2.00	01/15	1.81	01/22	1.81	01/29	1.76
1999-Feb	02/05	1.79	02/12	1.81	02/19	1.79	02/26	1.70		

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Henry Hub Natural Gas Spot Price (Dollars per Million Btu)

2018-Aug	08/03	2.80	08/10	2.96	08/17	3.00	08/24	3.01	08/31	2.97
2018-Sep	09/07	2.94	09/14	2.93	09/21	3.03	09/28	3.06		
2018-Oct	10/05	3.23	10/12	3.30	10/19	3.26	10/26	3.32		
2018-Nov	11/02	3.28	11/09	3.58	11/16	4.23	11/23	4.67	11/30	4.43
2018-Dec	12/07	4.49	12/14	4.38	12/21	3.73	12/28	3.26		
2019-Jan	01/04	2.92	01/11	2.89	01/18	3.50	01/25	3.19		
2019-Feb	02/01	2.90	02/08	2.59	02/15	2.65	02/22	2.71		
2019-Mar	03/01	2.91	03/08	3.28	03/15	2.89	03/22	2.86	03/29	2.71
2019-Apr	04/05	2.70	04/12	2.72	04/19	2.62	04/26	2.56		
2019-May	05/03	2.59	05/10	2.60	05/17	2.67	05/24	2.66	05/31	2.66
2019-Jun	06/07	2.45	06/14	2.41	06/21	2.40	06/28	2.34		
2019-Jul	07/05	2.31	07/12	2.47	07/19	2.44	07/26	2.30		
2019-Aug	08/02	2.24	08/09	2.11	08/16	2.21	08/23	2.27	08/30	2.28
2019-Sep	09/06	2.46	09/13	2.64	09/20	2.63	09/27	2.52		
2019-Oct	10/04	2.33	10/11	2.26	10/18	2.25	10/25	2.25		
2019-Nov	11/01	2.62	11/08	2.82	11/15	2.73	11/22	2.58	11/29	2.49
2019-Dec	12/06	2.38	12/13	2.24	12/20	2.28	12/27	2.03		
2020-Jan	01/03	2.05	01/10	2.09	01/17	2.06	01/24	1.93	01/31	1.95
2020-Feb	02/07	1.89	02/14	1.90	02/21	2.00	02/28	1.88		
2020-Mar	03/06	1.80	03/13	1.86	03/20	1.82	03/27	1.74		
2020-Apr	04/03	1.63	04/10	1.77	04/17	1.72	04/24	1.85		
2020-May	05/01	1.71	05/08	1.84	05/15	1.63	05/22	1.78	05/29	1.76
2020-Jun	06/05	1.70	06/12	1.70	06/19	1.52	06/26	1.57		
2020-Jul	07/03	1.71	07/10	1.78	07/17	1.77	07/24	1.72	07/31	1.82
2020-Aug	08/07	2.13	08/14	2.17	08/21	2.39	08/28	2.52		
2020-Sep	09/04	2.16	09/11	2.16	09/18	1.93	09/25	1.68		
2020-Oct	10/02	1.65	10/09	1.91	10/16	2.17	10/23	2.74	10/30	3.09
2020-Nov	11/06	2.78	11/13	2.75	11/20	2.39	11/27	2.39		
2020-Dec	12/04	2.69	12/11	2.44	12/18	2.70	12/25	2.72		
2021-Jan	01/01	2.38	01/08	2.74	01/15	2.82	01/22	2.54	01/29	2.71
2021-Feb	02/05	3.12	02/12	4.63	02/19	12.18	02/26	2.86		
2021-Mar	03/05	2.79	03/12	2.65	03/19	2.53	03/26	2.54		
2021-Apr	04/02	2.54	04/09	2.45	04/16	2.59	04/23	2.76	04/30	2.88
2021-May	05/07	2.95	05/14	2.93	05/21	2.91	05/28	2.86		
2021-Jun	06/04	3.03	06/11	3.12	06/18	3.28	06/25	3.28		
2021-Jul	07/02	3.72	07/09	3.65	07/16	3.73	07/23	3.93	07/30	4.06
2021-Aug	08/06	4.15	08/13	4.10	08/20	3.90	08/27	4.07		
2021-Sep	09/03	4.49	09/10	4.87	09/17	5.42	09/24	5.03		
2021-Oct	10/01	5.68	10/08	5.87	10/15	5.54	10/22	4.95	10/29	5.68
2021-Nov	11/05	5.48	11/12	4.99	11/19	4.91	11/26	4.90		
2021-Dec	12/03	4.32	12/10	3.68	12/17	3.78	12/24	3.85	12/31	3.57
2022-Jan	01/07	3.80	01/14	4.42	01/21	4.50	01/28	4.60		
2022-Feb	02/04	5.78	02/11	4.19	02/18	4.39	02/25	4.62		
2022-Mar	03/04	4.57	03/11	4.70	03/18	4.68	03/25	5.14		
2022-Apr	04/01	5.41	04/08	6.08	04/15	6.64	04/22	7.10	04/29	6.81
2022-May	05/06	8.04	05/13	7.47	05/20	8.21	05/27	8.79		
2022-Jun	06/03	8.54	06/10	8.95	06/17	7.93	06/24	6.43		
2022-Jul	07/01	6.35	07/08	5.90	07/15	6.76	07/22	7.76	07/29	8.74
2022-Aug	08/05	8.14	08/12	8.15	08/19	9.19	08/26	9.56		
2022-Sep	09/02	9.17	09/09	8.30	09/16	8.42				

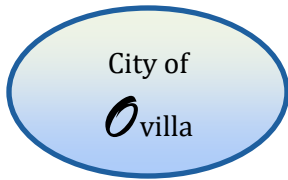
- = No Data Reported; -- = Not Applicable; NA = Not Available; W = Withheld to avoid disclosure of individual company data.

Release Date: 9/21/2022

Next Release Date: 9/28/2022

Referring Pages:

- [Natural Gas Futures Prices \(NYMEX\)](#)



AGENDA ITEM REPORT Item 2

Meeting Date: November 14, 2022

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☒ YES ☐ NO ☐ N/A

Submitted By: Staff

Reviewed By: ☒ City Manager

☒ City Secretary

☒ City Attorney

☒ Finance Director

☒ Other: Utility Billing/PW

AGENDA ITEM:

ITEM 2. DISCUSSION/ACTION – Consideration of and action on the annual Community Waste Disposal rate adjustment and direct staff to return with an amendment to Section 4 of the current contract, amending the system chart and converting to CNG models.

Attachments:

1. CWD letter of notice for annual adjustment.
2. CWD Contract

Discussion / Justification:

Background:

Section 4, of the municipal solid waste collection and disposal contract allows for an annual CPI report and rate adjustment for disposal. A 60-day notice is required. The first initial email notice was September 29.

CWD's proposal is a 10.9 rate adjustment to be effective January 01, 2023. Meaning we need to adjust the increase during the December billing. The current budget allows for an increase of 10%.

Recommendation / Staff Comments:

Staff Recommends: N/A

Sample Motion(s):

I move to approve/deny the annual market adjustment of 10.9% in accordance with the Municipal Solid Waste Collection, Transportation and Disposal Contract, and direct staff to return with an amendment to Section 4 of the current contract, amending the system chart and converting to CNG models.



September 23, 2022

Pam Woodall
City Manager
City of Ovilla
105 S Cockrell Hill Rd
Ovilla, TX 75154

RE: Request for Residential & Commercial Market Adjustment Effective January 01, 2023

Dear Pam:

In accordance with the "Municipal Solid Waste Collection, Transportation and Disposal Contract", Community Waste Disposal (CWD) may request an annual market adjustment. This notice is to inform you of our request for a Market Adjustment effective January 01, 2023. Attached is a new 2023 exhibit "A" outlining the changes in rates, the U.S. Department of Labor information regarding the CPI index, the Henry Hub CNG fuel prices for 2021 & 2022 and a worksheet that recaps the changes in disposal, fuel and landfill.

The information below is a sample that reflects the adjustment for Ovilla's residential and commercial customer base.

2022 = Residential rate - \$16.50 / Commercial Trash Cart rate – \$24.43 / 8 Yard Once a Week - \$202.03

2023 = Residential rate - \$18.29 / Commercial Trash Cart rate – \$27.04 / 8 Yard Once a Week - \$219.08

If you have any questions concerning this subject, please feel free to contact Jason Roemer at 972.392.9300 x 3220 or on his mobile at 214.418.5017.

Sincerely,
Chyna Pham-Nguyen
Accounts Receivable Manager

Enc: CPI Statistical Data
Henry Hub Natural Gas Fuel Prices
Calculation Worksheet
Exhibit A

CC: Jason Roemer
Greg Roemer
Jim Huyck

2010 California Crossing Road
Dallas, Texas 75220-2310
Telephone
972.392.9300 or 817.795.9300
Facsimile
972.392.9301

MUNICIPAL SOLID WASTE COLLECTION,
TRANSPORTATION AND DISPOSAL CONTRACT

This Municipal Solid Waste Collection, Transportation and Disposal Contract (the "Contract") is entered into as of the 1st day of December, 2018, between the City of Ovilla, Texas ("City"), and Community Waste Disposal ("Contractor"), a Texas corporation, acting by and through its duly authorized representative.

W I T N E S S E T H:

WHEREAS, City desires to grant to Contractor the exclusive right to operate and maintain the service of collection, transportation and recycling or disposal of Municipal Solid Waste, Construction Debris and Recyclable Materials (as such terms are defined herein), over, upon, along and across the present and future streets, alleys, bridges and public properties of the City, subject to the terms of this Contract; and

WHEREAS, Contractor desires to operate and maintain the service of collection, transportation and recycling or disposal of Municipal Solid Waste, Construction Debris and Recyclable Materials, and residential, commercial and industrial recycling, over, upon, along and across the present and future streets, alleys, bridges and public properties of the City, subject to the terms of this Contract.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. DEFINITIONS:

Bag: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds.

Bin: Metal receptacle with two (2) to eight (8) cubic yards of capacity that is provided to the City or a Commercial Unit by the Contractor for the collection of Municipal Solid Waste and is designed to be lifted and emptied mechanically.

Brush: Plants or grass clippings, leaves or tree trimmings.

Bulky Waste: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, and weights more than 50 lbs., and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers, provided, however, that no individual item shall exceed one hundred fifty (150) pounds in weight.

Bundle: Trees, shrub, and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four-ft. in length or 50 lbs. in weight.

Commercial Unit: All premises, locations or entities, public or private, requiring Municipal Solid Waste collection within the corporate limits of the City, not a Residential Unit.

Commercial Hand Collect Unit: A retail or light Commercial Unit, which generates no more than one (1) cubic yard of Municipal Solid Waste per week.

Compost: Composting is the transformation of organic material (plant matter) through decomposition into a soil-like material called compost. Invertebrates (insects and earthworms), and microorganisms (bacteria and fungi) help in transforming the material into compost. Composting is a natural form of recycling, which continually occurs in nature.

Construction Debris: Solid Waste resulting from construction, remodeling, repair, or demolition operations.

Container: A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors that is provided by a Residential or Commercial Hand Collect Unit for the collection of its Municipal Solid Waste. The mouth of a Container shall have a diameter greater than or equal to that of the base. The weight of a Container and its contents shall not exceed 50 lbs.

Curbside: That portion of right-of-way adjacent to paved or traveled city roadways (including alleys). The curbside is as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

Customer: An occupant of a Residential or Commercial Unit who generates Municipal Solid Waste.

Dead animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

Disposal site: A refuse depository, including but not limited to Landfill, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licensed, permits or approvals to receive for processing or final disposal of refuse.

E-Waste: consumer and business electronic equipment that is near or at the end of its useful life.

Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated there under or applicable state law concerning the regulation of hazardous or toxic wastes. Waste in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or any appropriate state agency by or pursuant to Federal or State Law. For purpose of this contract, the term hazardous waste shall also include motor oil, gasoline, paint, paint cans, tires, pesticides & fertilizers and metal goods.

Household Hazardous Waste: Includes the following materials used or generated at a Residential Unit: Paint products; Chemicals; Rubber Tires; Motor Oils; Automotive and Household Batteries; and Metal Products.

Landfill: A Texas Class I landfill, or any other alternate, duly permitted sanitary landfill as selected and approved for use by the Contractor.

Municipal Solid Waste: Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction Debris, E-Waste, Household Hazardous Waste or Hazardous Waste.

Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

Recyclable Materials: Newsprint; Magazines; Aluminum Beverage Cans; Steel/Tin Cans, Glass - Clear, Brown and Green; HDPE & PET Plastic Bottles #1, #2; Household Paper Products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.

Recycling Container: A 95-gallon closed lid container designed for the purpose of curbside collection of Recyclable Materials.

Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

Roll-Off: Metal receptacle with twenty (20) to forty (40) cubic yards of capacity that is provided to the City or a Residential or Commercial Unit by the Contractor for the collection of Municipal Solid Waste or Construction Debris.

Solid Waste: As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34) whether such waste is mixed with or constitutes Recyclable Materials.

Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

Unusual accumulations: For residences, each regular weekly collection of more-than an aggregate of ten (10) Bags, Bundles and/or Containers of Municipal Solid Waste.

2. GRANT OF CONTRACT

Contractor is hereby granted the exclusive right and privilege within the corporate limits of the City to conduct business for the purpose of collection, transportation and disposal or recycling of Municipal Solid Waste, Construction Debris and Recyclable Materials from Residential Units and Commercial Units, subject to the terms hereof.

3. TERM

The term of this Contract shall commence December 01, 2018 (the "Commencement Date") and continue in full force and effect for a period of five (5) years (the "Initial Term") with two (2) one-year renewal options pending the written agreement of both parties (the "Renewal Term"). Should either the City or Contractor elect not to renew and extend the contract for a Renewal Term, notice must be given to the other party in writing not less than 180 days prior to the expiration of the Initial Term or first Renewal Term.

4. RATES & BILLING

4.1. Collection and Disposal Rates. The Contractor shall charge the collection and disposal rates set forth in Attachment "B" to this Contract. For special collections provided by the Contractor, the charges shall be negotiated between the Contractor and the Customer prior to collection.

4.2. Modification to Rates: On each anniversary date of this Contract, the fees which may be charged by the Contractor shall be adjusted upward or downward to reflect changes in the cost of operations.

- a. All rates charged by Community Waste Disposal (contractor) will be subject to an Annual CPI/Fuel/Disposal Cost Adjustment. The first annual adjustment will be effective twelve (12) months from the contract date, and subsequent adjustments will be made each year through the term of the contract. The Annual Adjustment will be applicable to all charges for Trash, Recycling, and other services for both residential and commercial services as contained in the contract. Rates and fees will be adjusted by the contractor for the second and subsequent Contract years for the term of the contract, based on the indices and methodology as described below. If any index defined herein shall not be determined and published or if any index as it is constituted on the Contract Date is thereafter substantially changed, there shall be substituted for such index another index which is determined and published on a basis substantially similar to the index being replaced as shall be mutually agreed upon by the City and the Contractor. The percentage breakdown among the three components of the annual adjustment (CPI, Fuel, Disposal) will vary based on the type of service rendered (System) and can be found on the System Chart below. Annual Rate Adjustment will not be unreasonably withheld or denied.

- b. **CPI (see System Chart for %)**

The basis for the CPI component of the annual increase will be the increase in the "Consumer Price Index – All Urban Consumers", all items (not seasonally adjusted) **less Energy**, for the Dallas-Fort Worth, TX Area as published by the U.S. Department of Labor Bureau of Labor Statistics. The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the CPI index. For the Annual Cost Adjustment to be effective on the first

anniversary of the contract date, the Base or previous CPI index will be the most recent index published two (2) months prior to the date of the contract, and the Current CPI Index will be the most recent Index published two (2) months prior to the current year's contract anniversary date. For subsequent years the Base CPI will be the previous year's "Current Index Value" and the Current CPI Index will be the most recently published Index two (2) months prior to the current year's contract anniversary date.

c. FUEL (see System Chart for %)

The Fuel portion of the Annual Adjustment will be determined using the increase in the Department of Energy's Weekly Retail On-Highway Diesel Prices per gallon for the Gulf Coast region as reported by the Energy Information Administration of the U.S. Department of Energy (www.eia.doe.gov). The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the diesel fuel index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Fuel Index will be the average DOE diesel fuel cost per gallon for the most recent three (3) month period ending two (2) months prior to the date of the contract. The Current Fuel Index will be the DOE average diesel fuel cost per gallon for the three (3) month period ending two (2) months prior to the contract anniversary date. For all subsequent years of the contract the Base or Previous Fuel Index will be the previous year's "Current Index Value", and the Current Fuel Index will be the average DOE diesel fuel cost for the three-month period ending two (2) months prior to the current years contract anniversary date.

d. DISPOSAL (see System Chart for %)

The Disposal portion of the Annual Adjustment will be determined using the increase in the CWD gate rate price for the McCommas Landfill. The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the Disposal rate changes. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Disposal Index will be the McCommas Landfill gate rate effective on the date the CWD bid was submitted. The Current Disposal Index will be the McCommas Landfill gate rate in effect ten (10) months from the contract start date. For all subsequent years of the contract the Base or Previous Index value will be the previous year's "Current Index Value", and the McCommas Landfill gate rate in effect one month prior to the current years contract anniversary date.

e. SYSTEM CHART

	Front Load Trash	Roll Off Trash	Roll Off Excessive Weight	Residential Trash	Recycle
CPI	57%	37%	0%	48%	69%
Fuel	13%	13%	0%	20%	20%
Disposal	30%	50%	100%	32%	11%
Total	100%	100%	100%	100%	100%

f. As of the month of the anniversary date of this Contract and every 12 months thereafter (the Rate Modification Date).

- g. A sixty-day (60) notice of any and all rate changes shall be given to the City by the Contractor.
- h. The City Council shall vote on approval of any and all rate increases, and such approval shall not be unreasonably withheld.

4.3. Billing Responsibility; Payments: The City shall be responsible for billing all Residential Units and Commercial Hand Collect Units located within the City's corporate limits. The City agrees to remit to the Contractor the contracted amount for each Residential Unit and Commercial Hand Collect Unit in an amount based on the attached rate schedule. The total amount due to the Contractor each month will be based upon what is billed by the City, not what is actually collected. Additionally, the City shall be responsible for billing, collecting and remitting/paying any sales, use or services taxes assessed or payable in connection with the services billed and collected by the City.

4.4. Delinquent and Closed Accounts: The Contractor shall discontinue the services contracted for hereunder to any Residential Unit or Commercial Hand Collect Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume such services on the next regular scheduled collection day. The Contractor will not be responsible for any claims, suits, demands, damages or liabilities resulting from the Contractor's discontinuation of service to any location at the direction of the City. The Contractor shall have the right to discontinue service at any Commercial Unit that becomes delinquent in payments.

4.5 Contractor's Billings to City: The Contractor shall bill the City for service rendered within ten (10) days following the end of the month and the City shall pay the Contractor on or before the thirtieth (30th) day following the end of the month. Such billing and payment shall be based on the price rates and schedules set forth in this Contract as may be amended from time-to-time. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from its customers for such service.

5. CONTRACTOR SERVICES

5.1 Residential Service

At the premises of residential accounts held by the City and served by the Contractor, collection shall occur as follows:

- A minimum of once weekly Municipal Solid Waste and Bundle collection; and
- Twice per month Bulky Waste and Brush collection; and
- Every other week Recyclable Materials collection

Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers if selected. The City has the right to reject and request modification of routes, and updates on routes of Contractor.

The Contractor shall provide, in a good and competent manner, the services called for and described herein which shall consist of all supervision, equipment, labor, materials, and all other items

necessary to provide the City with complete Municipal Solid Waste, Construction Debris and Recyclable Materials collection, removal and disposal or recycling. The City currently has approximately 1260 Residential Unit accounts billed and collected by the City, and approximately 9 Commercial Unit accounts billed and collected by the Contractor. The Contractor shall collect Municipal Solid Waste and Bundles from Residential Units once a week (limited to an aggregate of ten (10) Bags, Cans and/or Bundles each week), and shall collect Bulky Waste and Brush from Residential Units twice per month (limited to four (4) cubic yards per collection). Municipal Solid Waste generated by Commercial Units shall be collected as required by the Commercial Unit. Attachment "A" hereto provides the agreed upon performance standards.

The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, tornado or other act of God over which the City or Contractor has no control. In the event of such a flood, tornado or other act of God, the Contractor and the City will negotiate the payment to be made to the Contractor. Further if the City and the Contractor reach such agreement, then the City shall grant the Contractor variance in routes and schedules as deemed necessary by the Contractor.

5.2. Commercial Service. Contractor shall collect and remove Municipal Solid Waste from the premises of Commercial Units at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be once a week or more to maintain premises free of accumulation of waste. Commercial Hand Collect Unit collection shall be in Bags and/or Container. If collection is from a Bin, that Bin shall be located on a concrete pad to accommodate equipment. The City and Contractor shall determine the acceptability of Bin pads, locations, and screening.

5.3. City Service. The Contractor shall provide these services to the City at no charge:

- a. Suitable containers at the City's choice: 6-yard Bin at City Hall with weekly pick up service and a 30 or 40-yard Roll-Off at City Hall to be hauled up to 16 times per year, both at no charge.
- b. Contractor shall provide services for the annual citywide clean-up day and Heritage Day including (8) 40-yard open top Roll-Offs for deposit of trees and any Municipal Solid Waste and (3) rear loaded packer-type disposal trucks for up to 8 hours to be used to haul Municipal Solid Waste on clean-up day. This will be at no charge to the City. The site and time will be at the City's reasonable discretion. The City shall provide the Contractor with reasonable prior notice of the dates and times for such event.
- c. During the City's annual citywide clean-up day, the Contractor shall provide, at no cost to the City, a designated area for the collection of Household Hazardous Waste from residents of the City and shredding as well as a Roll-Off designated for the collection of E-Waste from residents of the City. The City and Contractor shall mutually decide on the location(s) of these services.

5.4. Brush/Bulk Waste Collection. The Contractor shall provide a Brush and Bulky Waste collection twice per month to all Residential Units, unless otherwise specified. Contractor agrees to

collect up to an aggregate of four (4) cubic yards of Brush and/or Bulky Waste from each Residential Unit, each collection day.

5.5. Residential Recycling Collection: The Contractor shall collect Recyclable Materials every other week from all Residential Units located within the City's corporate limits.

5.6. Unusual Accumulations Collection: The Contractor may charge for the collection of Unusual Accumulations.

5.7. Texas Governmental Fees and Charges and Compliance. The Contractor shall pay all applicable Local, State and Federal taxes, as well as applicable tonnage charges and regulatory fees during the life of this Contract; provided, however the City shall be responsible for paying any applicable sales, use or service taxes assessed or payable on the services billed and collected by the City. The Contractor shall follow all applicable Local, State, and Federal laws and regulations pertaining to the provision of the services detailed herein, including but not limited to those related to safety.

5.8. Recycling Service. Recyclable Materials shall be collected every other week. All Recyclable Materials for the recycling program shall be recycled and not disposed in a landfill, save and except for residue and contamination. Contractor's failure to abide by obligations of the recycling program by disposing of recyclable at a landfill or co-mingling with solid waste collections shall constitute a material breach of contract. In such case, the City may at its discretion terminate this contract, there being no cure for lost recycling opportunities. The Contractor shall notify the City of the recycling location where Recyclable Materials will be unloaded and processed. The City reserves the right to approve Contractors recycling site and such approval shall not be unreasonably withheld.

The Contractor shall be responsible for transporting the Recyclable Materials to a processing site and must have established buyers or markets for the Recyclable Materials. The Contractor shall be required to identify the buyers of the Recyclable Materials upon request by the City. To the fullest extent possible, Recyclable Materials shall be protected against contaminants that require disposal at the landfill. The Contractor shall be solely responsible for the processing and marketing of all Recyclable Materials collected pursuant to the Contract.

6. COLLECTION OPERATIONS

6.1. Hours of Operation. Collection of Municipal Solid Waste shall begin no earlier than 7:00 o'clock A.M. and shall generally not extend beyond 8:00 o'clock P.M. No collection shall be made on Sunday. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor.

6.2. Hours of Disposal. Contractor shall dispose of Municipal Solid Waste within the operating hours of the disposal site.

6.3. Locations for Collection. Each Container, Bag and Bundle must be placed at curbside or alley for collection. When construction work is being performed in rights-of-way, Containers, Bags, and Bundles shall be placed as close as practicable to an access point for the collection vehicle.

Contractor may decline to collect any Container, Bag or Bundle not so placed or any Municipal Solid Waste not in a Bag, Bundle or Container.

6.4. Routes of Collection. Collection routes shall be established by the Contractor as approved by the City, and such approval shall not be unreasonably withheld. Routes shall be determined based on the best interests of the City so that no harm is caused to children, school crossing areas, and other areas where frequent citizen congregation occurs during peak times. The Contractor may from time to time propose changes to the route or days of collection affecting Residential Units. Upon City approval of the proposed change, the City shall give written or published notice to the affected Residential Units.

6.5. Holidays. The following shall be holidays for purposes of this Contract:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday; provided, however, that Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be determined in conjunction with the City to best accommodate the needs of the citizens. The City shall be informed of all make up days at least two weeks prior to the holiday. The City shall give written or published notice to the affected Residential Units.

6.6. Complaints. All complaints shall be referred directly to the Contractor by the City and shall be given prompt and courteous attention. At a minimum, customer complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints and provide the City, upon request, copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any missed pick-ups of Municipal Solid Waste or Recyclable Materials will be collected the same business day if notification to the Contractor is provided by 2:00 p.m. but not later than 12:00 p.m. the next business day if notification is provided after 2:00 p.m.

6.7. Collection-Equipment. Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor, which are reasonably necessary to adequately, efficiently, and properly collect and transport Municipal Solid Waste, Construction Debris and Recyclable Materials from accounts serviced by Contractor in accordance with this Contract. Collection of Municipal Solid Waste shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak fluids or scatter any waste within the limits of the City or while in route to the disposal site.

Contractor shall utilize standard twenty-five yard collection vehicles to perform the residential services hereunder. Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be washed, maintained and painted as often as necessary to preserve and present a well-kept appearance and sanitary condition, and a regular preventative maintenance program shall be used. The City may inspect Contractor's vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month.

6.8. Office. The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.

6.9. Point of Contact. All dealings, contacts, etc. between the Contractor and the City shall be directed by the Contractor to the District Manager and by the City to the Mayor or his designee.

6.10. Lease Containers. The Contractor may lease containers for Municipal Solid Waste storage to the owner or occupant of a Commercial Unit. In the event any such lease agreement is entered into, the Contractor shall lease the container at a rates contained herein. Such containers shall be equipped with suitable covers to prevent blowing or scattering of Municipal Solid Waste and shall be maintained in a sanitary and safe condition. Such containers shall be clearly marked with the Contractor's name and telephone number in letters not less than two inches (2") in height. Such containers shall be maintained in a single color or color scheme.

6.11. Curbside Recycling Containers. The Contractor will provide each Residential Unit with a Recycling Container for the collection of Recyclable Materials. Each Recycling Container shall be of a type that is accepted by other municipalities with recycling experience. Title to all Recycling Containers provided to Residential Units under this Contract shall remain with the Contractor.

6.12. Disposal. The Contractor shall deliver Municipal Solid Waste collected to the designated Disposal Site. Disposal of Recyclable Materials must be done in accordance with state law. The Contractor is responsible for payment of all costs of disposal, including without limitation, tipping, environmental, inspection or other fees charges by disposal site operators or governmental authorities in connection with disposal activities.

6.13. Non-Routine Collection. The Contractor will be required to provide one (1) Roll-Off to be placed at the City Yard for the annual Christmas tree collection for recycling purposes during a one-week period and deliver trees to a recycling center. Such Roll-Off will be hauled on an as-needed basis during the one-week collection period. Once the Contractor has fulfilled this obligation, Christmas trees will be collected from Residential Units by the Contractor on the regularly scheduled Brush collection day.

6.14. Vicious Animals. Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish the collection services provided for hereunder in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

6.15. Hazardous Waste. Contractor shall not be obligated to pick up Hazardous Waste (except for Household Hazardous Waste on the annual designated day), including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.

6.16. Protection From Scattering. Each vehicle used by Contractor for collection services shall be equipped with a cover, which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of Municipal Solid Waste, Construction Debris and/or Recyclable Materials onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter Municipal Solid Waste, Construction Debris and/or Recyclable Materials; however, if Municipal Solid Waste, Construction Debris and/or Recyclable Materials is scattered from Contractor's vehicle for any reason, it shall be picked up immediately. The Contractor shall not be responsible for scattered Municipal Solid Waste, Construction Debris and/or Recyclable Materials unless the same has been caused by its acts or those of any of its employees, in which case all scattered Municipal Solid Waste, Construction Debris and/or Recyclable Materials shall be picked up immediately by the Contractor.

Municipal Solid Waste spillage or excess Municipal Solid Waste shall be picked up by the Contractor after a Commercial Unit reloads the Bin. In the case of Commercial Units, Contractor shall then be entitled to an extra collection charge for each reloading of a Commercial Unit's Bin requiring an extra collection. Should such commercial spillage continue to occur, City shall require the Commercial Unit and Contractor to increase the frequency of collection of the Commercial Unit's Municipal Solid Waste or require the Commercial Unit to utilize a Bin with a larger capacity, and the Contractor shall be compensated for such additional services.

7. INDEMNIFICATION AND INSURANCE

7.1. Indemnification. Contractor shall indemnify, save, and hold harmless the City and its officers, agents and employees with respect to any claims or demands, actions, damages, costs and expenses, including, without limitation, attorneys' fees and costs of litigation, arising from the death or injury of any person whomsoever, or any loss, damage or destruction of any property whatsoever, caused by any intentional, negligent or grossly negligent act, error or omission of the Contractor, its agents, servants, employees, subcontractors or other persons acting on Contractor's behalf and arising from or related to Contractor's performance under this Contract; provided, however, that this indemnity shall not apply to any suits, actions, legal proceedings, claims, demands, damages, costs, expenses or attorneys' fees caused by a willful or negligent act, error or omission of the City. Neither party will be responsible for the sole negligence of the other party. Neither this provision nor any

other provision in this Contract shall be deemed or construed as a waiver of the City's sovereign immunity from suit and/or liability.

7.2. Insurance. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property, which is caused by a willful or negligent act or omission in the performance of the work hereunder by the Contractor, his agents, servants, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

Minimum Limits of Insurance:

Type Coverage	Per Occurrence Minimum	Aggregate minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability minimum	\$1,000,000	\$2,000,000
Property Damage minimum	\$1,000,000	\$2,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	\$2,000,000
Comprehensive Auto Liability-Property Damage	\$500,000	\$1,000,000

8. BOND

The Contractor shall procure and furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in an amount equal to \$250,000, renewed annually for the life of the Contract, including any Renewal Term(s). The premium for the performance bond shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis. The surety on the performance bond shall be a duly authorized corporate surety authorized to do business in the State of Texas. The City may make demand and collect under the terms of the performance bond for Contractor's breach of this Contract in addition to any and all other available legal remedies.

9. COMPLIANCE WITH LAWS

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all laws, federal, state, and local. It is agreed and understood that if the City calls to the attention of the Contractor any violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from and correct such violation.

10. DISCRIMINATION PROHIBITED

Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer.

11. LICENSE AND TAXES

The Contractor shall obtain all necessary licenses and permits and promptly pay all taxes required by the City and the State.

12. OWNERSHIP

Title to Municipal Solid Waste, Construction Debris and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer's premises, whichever last occurs. Title to and liability for any Hazardous Waste shall remain with the generator of such waste.

13. FRANCHISE FEE

The Contractor will provide billing to and collection from all Commercial Units (excluding Commercial Hand Collect Units). The Contractor agrees to pay to City a franchise fee on or before the last day of each month. This fee shall be 5% of the gross receipts collected by the Contractor for the services rendered to Commercial Units (excluding Commercial Hand Collect Units) during the preceding month, excluding any sales taxes.

14. BOOKS AND RECORDS

The City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice.

15. TERMINATION FOR CAUSE

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, City shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a thirty-day (30) period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.

Should Contractor fail to remedy its performance, after a hearing described herein, City may terminate this contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than 10 days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of the Contract. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the

City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate refuse collection service for City, or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this Contract.

Any failure by the City to observe the terms and conditions of this Contract shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the Contractor, constitute grounds for forfeiture and immediate termination of all the City's rights under this Contract, and all such rights shall become null and void.

16. INDEPENDENT CONTRACTOR

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

17. NOTICES

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City, at: 105 S. Cockrell Hill Rd.
 Ovilla, Texas 75154
 ATTN: City Manager and/or City Secretary

If to the Contractor at: Community Waste Disposal
 2010 California Crossing Rd
 Dallas, TX 75220

18. ASSIGNMENT

This Contract shall not be assignable in whole or in part without the written consent of the City; provided, however, the Contractor may assign this Contract to any direct or indirect affiliate or subsidiary of the Contractor without the written consent of the City.

19. SEVERABILITY

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

20. FORCE MAJEURE

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, Act of God or other similar or different contingency beyond the reasonable control of Contractor.

21. BINDING EFFECT

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

22. GOVERNING LAW AND VENUE

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

23. ENTIRE AGREEMENT

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

24. COMPLIANCE WITH CHAPTER 2270 OF TEXAS GOV'T CODE

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

EXECUTION PAGE FOLLOWS


| EXECUTED as of this 11th day of September 2018.

CITY OF OVILLA, TEXAS:

By:


John R. Dean, Jr, City Manager

ATTEST:


Pam Woodall, City Secretary



APPROVED AS TO FORM:


Ron G. MacFarlane, Jr., City Attorney

Community Waste Disposal

By:



Dale Pound, Vice President

ATTACHMENT "A"
PERFORMANCE STANDARDS for
CITY OF OVILLA, TEXAS
EFFECTIVE DECEMBER 1, 2018

I. Residential and Commercial Hand Unit Collections

Schedule: Once weekly Municipal Solid Waste and Bundle pick-up (limited to an aggregate of ten (10) Bags, Bundles and/or Cans per Residential Unit per week); every other week Recyclable Materials collection; twice per month Brush and/or Bulky Waste collection (limited to four (4) cubic yards per collection). Annual Cleanup Day to include Household Hazardous Waste materials and E-waste.

Hours of Operation: 7:00 a.m. – 8:00 p.m.

Placement: Curbside or alley

Approved Containers:

- 1) Container (see definition). Non re-useable containers (provided, such containers can maintain their physical integrity though the collection process), and Bags.
- 2) Recycling Container, All Recyclable Materials must fit inside the Recycling Container with the lid closed; nothing outside the Recycling Container will be collected with the regularly scheduled every other week pick up.

Spillage: Any spillage caused by Contractor will be picked up immediately. Spillage caused by others or by inadequate containers will be the producer's responsibility.

Brush and Bulky Item Collection:

- 1) Contractor shall collect Brush and Bulky Waste twice monthly.

Collection of Brush and Bulky Waste will be made available to residents at a limit of 4 cubic yards per collection twice per month on a scheduled basis. Collection of larger items will be made available to residents at the rate negotiated between the Contractor and the Customer.

Commercial Container Collection

Container Size Available: 2 cu. yd., 3 cu. yd., 4 cu. yd., 6 cu. yd., 30 cu. yd.

Schedules Available: Up to two times weekly.

Hours of Operation: 7:00 a.m. – to completion in non-residential areas.

New Service: Requests for new service will be filled within five (5) working days.

Extra Collections: If notified by 10:00 a.m. on service day, extra pick up will be performed that day. After 10:00 a.m., an attempt will be to make the pick-up that day. If unable, it will be made the following service day. There is a charge for extra pick-ups and refills. Extra service called in Mon & Tues will be completed on Wednesday. Extra service called in on Thursday & Friday, will be collected on Saturday.

Container Maintenance: Containers that have been damaged will be exchanged or repaired by the contractor and Customer shall be responsible to compensate Contractor for any such damage (normal wear and tear and Contractor caused damage excepted).

Odor and Insect Control: The Customer will be responsible for odor and insect control in and around Containers, Bags or Bins.

Non-Payment: Customers will be notified in writing when thirty (30) days past due. If unpaid after forty-five (45) days, Customer will be notified in writing that service is being suspended until account is paid in full. A copy will be sent to the Finance Department and City Code Enforcement.

General

Office Hours: 8:00 a.m. – 5:00 p.m. Monday – Friday.

Holidays: New Years, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas. Scheduled pick up services for these days may be omitted by Contractor; however, Municipal Solid Waste collection service at Residential Units will be performed no less than once per week.

ATTACHMENT "B"

**RATES FOR SOLID WASTE COLLECTION/DISPOSAL &
RECYCLABLE MATERIALS COLLECTION & PROCESSING
RESIDENTIAL AND COMMERCIAL**

Residential Solid Waste Collection, Recycling and Bulk Pick-up - from Community Waste Disposal Bid dated August 17, 2018

\$14.28 per month per residence (Includes):

Solid Waste Collection 1 x per week
Recycle Collection in CWD Provided Container 1 x per 2 weeks
Bulky Items and Brush 4 Cubic Yards 1 x per 2 weeks
Annual Clean-up Event

Commercial Hand Collect Accounts: \$21.00

(95-gallon closed lid containers) Collected once per week

Size/Pick up	1 x Week	Extra
2 Cu Yd	\$77.19	\$34.00
3 Cu Yd	\$88.29	\$35.00
4 Cu Yd	\$110.38	\$36.00
6 Cu Yd	\$132.41	\$38.00
8 Cu Yd	\$165.73	\$39.00
10 Cu Yd	Negotiable	Negotiable

Commercial Roll Off Accounts – from Community Waste Disposal Bid dated August 17,

2018

ROLL OFF CONTAINERS:

(Including Disposal Costs)

20 Cubic Yard Per Haul	\$ 401.89
30 Cubic Yard Per Haul	\$ 411.89
40 Cubic Yard Per Haul	\$ 441.89
Other	\$ N/A
Delivery and Exchange	\$ 110.00
Daily Container Rental	\$ 5.25

COMPACTORS:

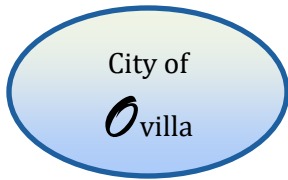
30 Cubic Yard Compactor Haul Charge	\$ 411.89
35 Cubic Yard Compactor Haul Charge	\$ 411.89
42 Cubic Yard Compactor Haul Charge	\$ 411.89
Other	\$ N/A

Other Services:

- Disposal above 4 tons on Roll Off Containers and Compactors **\$32.93** per ton
- Loads exceeding 54,000 Gross Vehicle Weight (GVW) on Roll Off Containers and Compactors **\$49.39** per ton over 54,000 pounds GVW

Free City Services

<u>LOCATION/EVENT NAME-</u>	<u>NUMBER</u>	<u>NOTES</u>
ANNUAL CLEANUP (ONE DAY)	8 roll-offs provided with one free haul per roll-off	Contractor will need to deliver roll-offs the morning of the event and empty when full and then collect roll-offs after event.
ANNUAL CLEANUP (ONE DAY)	3 trucks for up to 8 hours	Contractor will need to provide rear loaded packer-type disposal trucks.
CHRISTMAS TREE RECYCLING	1	Contractor will need to service roll off one time for one-week period after the holiday.
HERITAGE DAY CELEBRATION	12 ninety-five (95) gallon polycarts	Contractor will deliver the 95-gallon polycarts one day prior to Heritage Day and collect them the first business day after Heritage Day.
CITY HALL	1 X 30 YD Open top	Up to 16 free hauls per year.
CITY HALL	1 X 6 yard	Serviced 1 X per week.



Ovilla City Council

AGENDA ITEM REPORT Item 3

Meeting Date: November 14, 2022

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☒ YES ☐ NO ☐ N/A

Submitted By: Staff

Reviewed By: ☒ City Manager

☒ City Secretary

☒ City Attorney

☒ Finance Director

☒ Other: Utility Billing/PW

AGENDA ITEM:

ITEM 3.DISCUSSION/ACTION – Consideration of and action on the financial impact to the city for the CWD Annual CPI rate adjustment.

Attachments:

1. CWD Cost Analysis.
2. Rate comparisons as of August 2022

Discussion / Justification:

Background: CWD presented two options for the annual CPI rate adjustment:

- CWD's proposal for the CPI annual rate adjustment using diesel fuel models is set at 18.5%.
- CWD's proposal is a 10.9% rate adjustment using CNG models.

This adjustment is to be effective January 01, 2023. Meaning it would require an adjustment increase for the December billing. Council shall determine whether the city will absorb the cost or pass on to the residents.

Staff is seeking Council's direction on whether to absorb the annual increase or to pass onto the customer. If the governing body decides to absorb the cost, It will present a budget shortfall of approximately \$57,000 for the complete fiscal year. The current budget was approved with a 10% increase from the previous year based on a FY2021-2022 budget of \$285k with expenses exceeding the budget by \$8400. The 2023 budget does not take into consideration the annual CPI adjustment.

A 10% across the board increase for 9 months will cover the CWD adjustment.

Increases proposed by CWD that reflect the adjustment:

Residential \$16.50 to \$18.29

Commercial \$24.43 to 27.04

8-yd weekly \$202.03 to \$219.08

City currently charges the customer:

Residential \$16.85 / Senior Residential Cost \$15.47

Commercial \$26.75

80yd weekly \$202.03

Once determined by Council, staff will return with an ordinance to increase the refuse fee schedule and plan for a budget adjustment at mid-year.

The last increase for refuse was approved in November 2021 for January the 2022 billing cycle.

Recommendation / Staff Comments:
Staff Recommends: N/A
Sample Motion(s):
I move to approve/deny...

CWD Cost Analysis Based on 10.9% price Increase

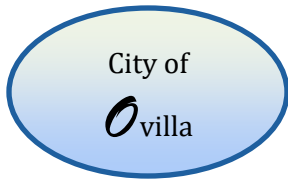
CWD Expense	# of Customers	New Amount	Total Per Month	Total for 9 Months (Jan-Sept.)
Commercial	11	27.04	297.44	2,676.96
Commercial	3	16.27	48.81	439.29
Residential	1670	18.29	30,544.30	274,898.70
Totals	1684		30,890.55	278,014.95

Proposed Charges to Customers

Type	# of Customers	Current Amount	Total Per Month @ Current Rate	Total for Year at Current Rate	New Proposed Amount 10% Increase	Total Proposed with 10% Increase for 9 months
Commercial	11	26.75	294.25	3,531.00	29.43	2,913.08
Commercial	3	20.85	62.55	750.60	22.94	619.25
Residential	1386	16.85	23,354.10	280,249.20	18.54	231,205.59
Residential over 65	284	15.47	4,393.48	52,721.76	17.02	43,495.45
	1684		28,104.38	337,252.56		278,233.36

Water, Sewer & Trash Rate Comparison				
CITY	WATER FLAT RATE	SEWER FLAT RATE	TRASH	SENIOR DISCOUNT RATE
CEDAR HILL	13.8/MONTH INCLUDING THE FIRST 1,000 GAL CONSUMED PLUS \$6.41 (CONSUMPTION RATE) FOR EACH 1,000 GAL CONSUMED ABOVE THE FIRST THOUSAND	10.6/MONTH INCLUDING THE FIRST 1,000 GAL OF CONSUMPTION PLUS \$8.75 (CONSUMPTION RATE) FOR EACH 1,000 GAL CONSUMED ABOVE THE FIRST THOUSAND	\$17.02 13.18 Seniors	WATER & SEWER BASE RATES ONLY MUST BE 65 & AVERAGE 5,000 GAL OR LESS PER MONTH OVER 12-MONTH PERIOD WATER BASE RATE \$11.80/MONTH SEWER BASE RATE IS \$8.60/MONTH
DESOTO	METER SIZE INCLUDE 0-1000 GAL 3/4" - 9.76 1" - \$18.53 1001 to 15,000 \$3.39 per 1,000 Gallons 15,001 to 30,000 \$4.20 per 1,000 Gallons Above 30,000 Gallons \$5.02 per 1,000 Gallons	BASE RATE MIN CHARGE 11.70 first 1,000 11.70 per 1,000 after the first 1,000	\$24.33	THREE DOLLAR deduction PER MONTH ON PRIMARY RESIDENCE for Water
ENNIS	\$23.81 (PER ONE FAMILY UNIT) \$3.11 PER 1,000-6,000 GAL \$4.66 PER 7,000-10K GAL \$5.43 PER 11K-20K GAL \$6.21 PER 1,000 OVER 20K GAL	\$27.71 (MINIMUM) PLUS \$2.62 PER 1,000 GAL OF WATER OVER 1,000 GAL UP TO AND INCLUDING 6,000 GAL	RESIDENTIAL \$21.25 COMM (2 CANS) \$16.91 2X WEEK 3 CANS \$24.86 4 CANS \$32.69 5 CANS \$40.51	
GLENN HEIGHTS	METER SIZE 3/4 OR LESS \$12.61 1 INCH-\$31.53 0-12,000 \$2.24 12,001-18,000 \$2.80 OVER 18,000 \$3.51	BASE RATE MIN CHARGE 3/4 inch of less - \$26.72 1 inch - 66.79 0 and over \$4.95 per 1,000 gallons	15.11	
LANCASTER	Base Rate 21.79 PER 1K GAL (UP TO 14K) - \$2.78 PER 1K GAL (15K-29,999K) - 3.45 PER 1K GAL (30,000 OR MORE GAL) 4.34	Base Rate 16.62 Price per 1,000 Gallons \$8.54	\$16.34 2ND CART \$10.00 3RD CART \$15.00 4TH CART \$20.00 RECYCLING \$0	SENIOR DISCOUNT (62 Y/O) \$2.06 on Sewer Senior Discount (62 Y/O) \$2.24 on Water
MIDLOTHIAN	METER SIZE 3/4" \$33.03 First 2,000 Gal. 1" \$49.35 First 2,000 Gal. 2001-10,000 - \$5.11 10,001 to 20,000 - \$5.86	Base Charge \$38.76 \$10.08 Per 1,000 Gal.	\$10.46 RECYCLING \$3.50	
ROCKETT	METER SIZE 3/4" - \$38.30 1" - \$63.80 1 TO 10K GAL \$5.00/1K 10,001 TO 20,000 GAL \$6.50/1K 20,001 TO 30K \$8.45/1K > 30K GAL \$9.75/1K			
SARDIS LONE ELM	\$31.58/MONTHLY 1-10K GAL - \$4.82 10,001-20K - \$5.41 20,001-50K - \$6.60 50,001-70K - \$7.67 70,001-100K - \$9.37 100,001 OR MORE - \$110.48			
WAXAHACHIE	METER SIZE First 1500 Gallons 19.71 1501 to 10,000 - \$5.19 10,001 to 20,000 - \$6.02 20,001 to 30,000 - \$6.82	Fist 1,500 Gallons - \$24.88 1,501 to 11,000 Gallons - \$4.38 11,001 and over - Max. billing \$66.51	\$12.77	
WILMER	NO SPECIFIC BASE RATE 2K-5K \$7.06		16.68 Residential 40.26 Commercial	

Water, Sewer & Trash Rate Comparison				
CITY	WATER FLAT RATE		SEWER FLAT RATE	TRASH
	5,001-10K	\$7.76		SENIOR DISCOUNT RATE
	10,001-100K	\$8.13		
	OVER 100K	\$8.79		



AGENDA ITEM REPORT Item 4

Meeting Date: November 14, 2022

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Reviewed By: ☒ City Manager

☒ City Secretary

☒ City Attorney

☐ Finance Director

☒ Other: PZ Commission

AGENDA ITEM:

ITEM 4: DISCUSSION/ACTION – Consideration of and action on the recommendation from the Planning and Zoning Commission on Ordinance No. 2022-18 amending Chapter 14 (Zoning) of the Code of Ordinances of the City of Ovilla; amending the Table of Land Uses to provide for bed and breakfast facilities; providing a definition of “Bed And Breakfast Facility;” providing an amended definition of “Hotel/Motel;” providing a savings clause; providing a severance clause; providing for publication; and providing an effective date.

Attachments:

1. Planning and Zoning Recommendation
2. Ordinance No. 2022-18

Discussion / Justification:

Background: The Planning and Zoning Commission voted to recommend approval of Ordinance No. 2022.18 to the City Council at their regularly scheduled meeting held on November 7, 2022.

The ordinance specifies the differences between a Hotel/Motel and a Bed and Breakfast. This ordinance will allow the city to set regulations for bed and breakfast facilities and require fire and health inspections. This ordinance does not regulate any short-term rental such as would be listed on Airbnb or VRBO it is specific to bed and breakfast facilities only.

Recommendation / Staff Comments:

Staff Recommends: Approval

Sample Motion(s):

I move to approve/deny Ordinance No. 2022-18 amending Chapter 14 (Zoning) of the Code of Ordinances of the City of Ovilla; amending the Table of Land Uses to provide for bed and breakfast facilities; providing a definition of “Bed And Breakfast Facility;” providing an amended definition of “Hotel/Motel;” providing a savings clause; providing a severance clause; providing for publication; and providing an effective date.



City of OVILLA Planning & Zoning Commission Recommendation

- ITEM 1. **DISCUSSION/ACTION** – Consideration of and action on Ordinance No. 2022-18 an Ordinance of the City of Ovilla, Texas, amending Chapter 14 (Zoning) of the Code of Ordinances of the City of Ovilla; amending the table of land uses to provide for bed and breakfast facilities; providing a definition of “bed and breakfast facility;” providing an amended definition of “hotel/motel; providing general standards for “bed and breakfast facility”; providing registration, application and permitting fees for each facility; providing a savings clause; providing a severance clause; providing a savings clause; providing for publication; and providing an effective date.

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

PL1 Gray
PL2 Huber
PL3 Lynch
PL4 Whittaker

✓
✓
✓
✓

PL5 Muckleroy
PL6 Hart
PL7 Pierce

✓
✓
X

✓ FOR

 AGAINST

 ABSTAIN

C. Lynch
Presiding Officer of P&Z

11/7/22
Date

Emily Starkey
Board Secretary

11/7/22
Date

ORDINANCE NO. 2022-18

AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, AMENDING CHAPTER 14 (ZONING) OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA; AMENDING THE TABLE OF LAND USES TO PROVIDE FOR BED AND BREAKFAST FACILITIES; PROVIDING A DEFINITION OF “BED AND BREAKFAST FACILITY;” PROVIDING AN AMENDED DEFINITION OF “HOTEL/MOTEL; PROVIDING GENERAL STANDARDS FOR “BED AND BREAKFAST FACILITY”; PROVIDING REGISTRATION, APPLICATION AND PERMITTING FEES FOR EACH FACILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERANCE CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Ovilla is a Type A general law municipality; and

WHEREAS, on June 14, 2010, the Ovilla City Council passed ordinance 2010.013 providing zoning regulations for the City of Ovilla, such ordinance being codified as Chapter 14 of the Code of Ordinances of the City of Ovilla; and

WHEREAS, the City Council of the City of Ovilla finds and determines that bed and breakfast facilities provide a general benefit for the public and are enjoyed by visitors to the City of Ovilla; and

WHEREAS, the current zoning regulations of the City of Ovilla does not provide for the establishment and operation of bed and breakfast facilities; and

WHEREAS, bed and breakfast facilities are a land use related to, but distinguishable from, hotels and motels; and

WHEREAS, the City Council of the City of Ovilla finds and determines that it is in the best interest of the citizens and visitors of Ovilla to provide for bed and breakfast facilities as a land use in the City of Ovilla, distinguishable from hotels and motels; and

WHEREAS, the City has given notice of the regulations contained in this Ordinance in accordance with all provisions of state law and the city's ordinances; and

WHEREAS, a public hearing on the provisions of this Ordinance before the City's Planning and Zoning Commission was conducted on _____, 2022; and

WHEREAS, the City Council has received the report of the Planning and Zoning Commission recommending approval of this Ordinance; and

WHEREAS, a public hearing on the provisions of this Ordinance before the City Council was conducted on _____ 2022.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals set forth above are hereby found and deemed to be true and correct and are made a part hereof as findings of fact.

SECTION 2. AMENDMENT OF CHAPTER 14 (ZONING), EXHIBIT A, ARTICLE 2, SECTION 11.3, TABLE 11.A, OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA, TEXAS. Chapter 14, Exhibit A, Article 2, Section 11.3, Table 11.A, of the Code of Ordinances of the City of Ovilla, Texas, is hereby amended by the addition of Bed & Breakfast Facility as follows:

Table 11.A											
City of Ovilla Land Use Table											
Residential							Land Use Descriptions	Nonresidential			Conditions
R-C	R-E	R-22	R-15	R-D	MF	MH		CR	CG	I	
Commercial, Retail & Service Uses											

S	S	S	S	S			Bed & Breakfast Facility	P	P	P	a
---	---	---	---	---	--	--	--------------------------	---	---	---	---

SECTION 3. AMENDMENT OF CHAPTER 14, EXHIBIT A, ARTICLE 6, SECTION 53.1 OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA. Chapter 14, Exhibit A, Article 6, Section 53.1 (Definitions), of the Code of Ordinances of the City of Ovilla is hereby amended by the addition of the following definition of “bed and breakfast facility” and by the following revision to the definition of “hotel or motel.”

Bed and breakfast facility. A dwelling occupied as a permanent residence by an owner, manager, or occupant, which may serve breakfast or other meals, and which provides or offers sleeping accommodations for compensation in not more than ten (10) guest rooms. A guest room shall be defined as a room designed, intended, or used for the overnight lodging of guests for an established fee or rate.

Hotel or motel. A facility offering temporary lodging accommodations or guest rooms on a daily rate to the public and providing additional services, such as restaurants, meeting rooms, maid service and/or recreational facilities. A guest room shall be defined as a room designed, intended, or used for the overnight lodging of hotel guests for an established rate or fee.

SECTION 4. BED AND BREAKFAST GENERAL STANDARDS.

- A. The Dwelling shall be occupied as a permanent resident by the owner, manager, or occupant.
- B. The facility must serve at a minimum breakfast to the occupants each day.
- C. The facility must meet all fire safety requirements of the City of Ovilla.

SECTION 5. REGISTRATION, APPLICATION, AND PERMITTING FEES.

- A. The facility shall register with the City of Ovilla by submitting an application in a form prescribed and provided by the city to the City Secretary’s Office. The application will require, among other things, the following:
 1. Name and contact information of the owner, applicant and the manager/operator.

2. Facility address, appraisal district ID number, and zoning district.
3. Total bedrooms to be occupied during rental period and total number of persons to occupy facility during rental period.
4. All media/sources where facility is advertised.
5. All city required documents, such as health inspections, proof of ownership, evacuation plan, proof of hotel tax payments, and fire inspections.
- B. A non-refundable permit fee of \$250.00 will be accessed upon the initial registration of each Bed and Breakfast.
- C. A non-refundable permit fee of \$200.00 will be accessed upon renewal of each registration of each Bed and Breakfast
- D. A copy of a Health Inspection shall accompany the initial application and any renewal of each application.
- E. Renewal of registration for each facility shall be completed 30-days prior to the expiration.
- F. The permit will expire each year on December 31st.

SECTION 6. SAVINGS CLAUSE. This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances for the City of Ovilla, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event, conflicting provisions of such ordinances and Code are hereby superseded.

SECTION 7. SEVERANCE CLAUSE. Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance, or of the Code of Ordinances, as amended hereby, be held to be void or unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of the remaining portions of said Ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 8. EFFECTIVE DATE. Because of the nature of the interests sought to be protected and of the safeguards sought to be provided by this Ordinance, and in the interest of the health, safety, and welfare of the citizens of Ovilla, Texas, this Ordinance shall take effect immediately after its passage, approval, and publication as required by law.

SECTION 9. PUBLICATION. The City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause hereof as an alternative method of publication provided by law.

PASSED, APPROVED and ADOPTED by the City Council, the City of Ovilla, Texas, on this the ____ day of _____, 2022.

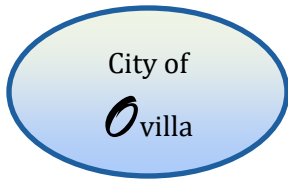
Richard Dormier, Mayor

ATTEST:

Bobbie Jo Taylor, City Secretary

APPROVED AS TO FORM:

Ron G. MacFarlane, Jr., City Attorney



Ovilla City Council

AGENDA ITEM REPORT Item 5

Meeting Date: November 14, 2022

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Reviewed By: ☒ City Manager

☒ City Secretary

☒ City Attorney

☐ Finance Director

☒ Other: Public Works

AGENDA ITEM:

ITEM 5: DISCUSSION/ACTION – Consideration of and action on Ordinance No. 2022-21 an Ordinance of the City of Ovilla, Texas, amending Chapter 13, Article 13.03, Division 2, Section 13.03.045 and Appendix Article a7.000, of the Code of Ordinances of the City of Ovilla; providing penalties for damaging or tampering with water meters; providing water and wastewater tap fees; providing water meter fees; providing a savings clause; providing a severance clause; providing for incorporation into the Code of Ordinances; providing for publication; and providing an effective date.

Attachments:

1. Ordinance No. 2022-21

Discussion / Justification:

Background: The current code of ordinances does not implement any sort of tampering charge to customers who damage or tamper with water meters. This ordinance will implement penalties for those who are damaging or tampering with the meters. Damage in the past has included customers driving over water meters and customers who have turned meters back on after being shut off for non-payment, which includes locked meters. Staff hopes to be able to significantly decrease any damage to the new water meters by implementing this ordinance.

Additionally, the current code does not allow for water and wastewater tap fees. That too has been included. This ordinance differentiates tap fees from meter fees.

Recommendation / Staff Comments:

Staff Recommends: Approval

Sample Motion(s):

I move to approve/deny Ordinance No. 2022-21 an Ordinance of the City of Ovilla, Texas, amending Chapter 13, Article 13.03, Division 2, Section 13.03.045 and Appendix Article a7.000, of the Code of Ordinances of the City of Ovilla; providing penalties for damaging or tampering with water meters; providing water and wastewater tap fees; providing water meter fees; providing a savings clause; providing a severance clause; providing for incorporation into the Code of Ordinances; providing for publication; and providing an effective date.

ORDINANCE NO. 2022-21

AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, AMENDING CHAPTER 13, ARTICLE 13.03, DIVISION 2, SECTION 13.03.045 AND APPENDIX ARTICLE A7.000, OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA; PROVIDING PENALTIES FOR DAMAGING OR TAMPERING WITH WATER METERS; PROVIDING WATER AND WASTEWATER TAP FEES; PROVIDING WATER METER FEES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERANCE CLAUSE; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ovilla is a Type-A general law municipality; and

WHEREAS, the administrative staff of the City of Ovilla periodically reviews the city's ordinances and recommends revisions thereto based on current needs, outdated provisions, changes in the law, advances in technology, changes in costs and necessary fees, administrative needs, and/or for the protection of citizens of the city; and

WHEREAS, the city staff has recommended revisions to the city's water and wastewater regulations and fees; and

WHEREAS, the City Council finds and determines that the recommended revisions to the water and wastewater regulations and fees are in the best interest of the health, safety, and welfare of the citizens of Ovilla.

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

SECTION 1. INCORPORATION OF RECITALS. The foregoing recitals are hereby incorporated by reference and made a part hereof as if fully set forth.

SECTION 2. AMENDMENT OF CHAPTER 13, ARTICLE 13.03, DIVISION 2, SECTION 13.03.045, OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA. Chapter 13, Article 13.03, Division 2, Section 13.03.045 of the Code of Ordinances of the City of Ovilla is hereby amended to read as follows:

ORDINANCE NO. 2022- 21

Page 1 of 7

13.03.045. Damaging or tampering with water meter or endpoint.

If a water meter or water meter endpoint servicing any location in the city's water system is found to be tampered with or intentionally damaged, the meter may be locked or removed, and water service may be discontinued without prior notice. A civil penalty of \$250.00 shall be charged to the account associated with a water meter or water meter endpoint that has been intentionally damaged or tampered with. Additionally, the cost of locking, removing, replacing, repairing, and/or reinstalling the meter or water meter endpoint will be charged to the account. Water service will not be restored until the civil penalty and all costs have been paid. The civil penalty is in addition to any criminal penalty that may be imposed.

SECTION 3. AMENDMENT OF APPENDIX ARTICLE A7.000, SECTION A7.004, OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA. Appendix Article A7.000, Section A7.004, of the Code of Ordinances of the City of Ovilla is hereby amended to read as follows:

A7.004. Water and wastewater tap fees.

- (a) Water:
 - (1) Tap fee: \$800.00
 - (2) If a bore is required: \$1,800 (for all meter sizes)
- (b) Wastewater:
 - 4" wastewater tap fee: \$800.00

SECTION 4. AMENDMENT OF APPENDIX ARTICLE A7.000 OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA. Appendix Article A7.000 of the Code of Ordinances of the City of Ovilla is hereby amended by the addition of Section A7.010 to read as follows:

A7.010. Water meter fees.

- (a) ¾-inch meter: \$475.00
- (b) One inch tap, new or replacement: \$575.00

SECTION 5. SAVINGS CLAUSE. This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances for the City of Ovilla, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event, conflicting provisions of such ordinances and Code are hereby superseded.

SECTION 6. SEVERANCE CLAUSE. Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance, or of the Code of Ordinances, as amended hereby, be held to be void or unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of the remaining portions of said Ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 7. INCORPORATION INTO CODE OF ORDINANCES. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the City of Cedar Hill, Texas, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

SECTION 8. 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.

SECTION 9. EFFECTIVE DATE. Because of the nature of the interests sought to be protected and of the safeguards sought to be provided by this Ordinance, and in the interest of the health, safety, and welfare of the citizens of Ovilla, Texas, this Ordinance shall take effect immediately after its passage, approval, and publication as required by law.

PASSED, APPROVED and ADOPTED by the City Council, the City of Ovilla, Texas, on this the ____ day of _____, 2022.

Richard Dormier, Mayor

ATTEST:

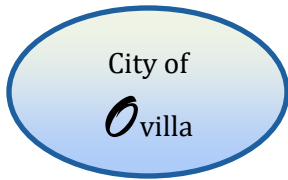
Bobbie Jo Taylor, City Secretary

ORDINANCE NO. 2022- 21

Page 3 of 7

APPROVED AS TO FORM:

Ron G. MacFarlane, Jr., City Attorney



Ovilla City Council

AGENDA ITEM REPORT Item 6

Meeting Date: November 14, 2022

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Reviewed By: ☒ City Manager

☒ City Secretary

☒ City Attorney

☐ Finance Director

☐ Other:

AGENDA ITEM:

ITEM 6: DISCUSSION/ACTION – Consideration of and action on Ordinance No. 2022-22 an ordinance of the City of Ovilla, Texas, amending Appendix A (fee schedule), Article A4.000, Section A4.001(1)(D) of the Code of Ordinances of the City of Ovilla; providing a fee for HVAC installation inspections; providing a savings clause; providing a severance clause; providing for incorporation into the code of ordinances; providing for publication; and providing an effective date.

Attachments:

1. Ordinance No. 2022.22

Discussion / Justification:

Background: Staff has found that the charge of \$125.00 for HVAC permitting and inspections are not sufficient to cover what the city is being charged for outside inspections of the HVAC permits. Staff recommends that the ordinance be updated to cover 100% of the fee by our third-party vendor for inspection fees plus 10% for the city's related administrative services.

Recommendation / Staff Comments:

Staff Recommends: Approval

Sample Motion(s):

I move to approve/deny Ordinance No. 2022-22 an ordinance of the City of Ovilla, Texas, amending Appendix A (fee schedule), Article A4.000, Section A4.001(1)(D) of the Code of Ordinances of the City of Ovilla; providing a fee for HVAC installation inspections; providing a savings clause; providing a severance clause; providing for incorporation into the code of ordinances; providing for publication; and providing an effective date.

ORDINANCE NO. 2022-22

AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, AMENDING APPENDIX A (FEE SCHEDULE), ARTICLE A4.000, SECTION A4.001(I)(D) OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA; PROVIDING A FEE FOR HVAC INSTALLATION INSPECTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERANCE CLAUSE; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ovilla is a Type-A general law municipality; and

WHEREAS, the administrative staff of the City of Ovilla periodically reviews the city's ordinances and recommends revisions thereto based on current needs, outdated provisions, changes in the law, advances in technology, changes in costs and necessary fees, administrative needs, and/or for the protection of citizens of the city; and

WHEREAS, the City of Ovilla uses a third-party vendor to perform inspections for building and construction related inspections, including but not limited to HVAC installation inspections; and

WHEREAS, city staff has determined that the current fees charged by the City of Ovilla for HVAC inspections do not cover the inspection fees charged to the city by the third-party vendor; and

WHEREAS, the city staff has recommended revising the city's HVAC installation inspection fee; and

WHEREAS, the City Council finds and determines that the recommended revision to the city's HVAC installation inspections fee is in the best interest of the health, safety, and welfare of the citizens of Ovilla.

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

SECTION 1. INCORPORATION OF RECITALS. The foregoing recitals are hereby incorporated by reference and made a part hereof as if fully set forth.

SECTION 2. AMENDMENT OF APPENDIX A, ARTICLE A4.000, SECTION A4.001(1)(D), OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA. Appendix A, Article A4.000, Section A4.001(1)(D), of the Code of Ordinances of the City of Ovilla is hereby amended to read as follows:

- (D) HVAC installation: Fee charged to city by third-party vendor for inspection plus ten percent (10%) for city's related administrative services.

SECTION 4. SAVINGS CLAUSE. This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances for the City of Ovilla, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event, conflicting provisions of such ordinances and Code are hereby superseded.

SECTION 5. SEVERANCE CLAUSE. Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance, or of the Code of Ordinances, as amended hereby, be held to be void or unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of the remaining portions of said Ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 6. INCORPORATION INTO CODE OF ORDINANCES. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the City of Cedar Hill, Texas, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

SECTION 7. PUBLICATION. The City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause hereof as an alternative method of publication provided by law.

SECTION 8. EFFECTIVE DATE. Because of the nature of the interests sought to be protected and of the safeguards sought to be provided by this Ordinance, and in the interest of the health, safety, and welfare of the citizens of Ovilla, Texas, this Ordinance shall take effect immediately after its passage, approval, and publication as required by law.

PASSED, APPROVED and ADOPTED by the City Council, the City of
Ovilla, Texas, on this the ____ day of _____, 2022.

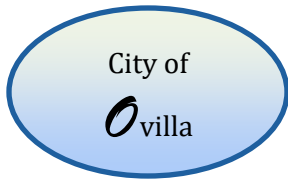
Richard Dormier, Mayor

ATTEST:

Bobbie Jo Taylor, City Secretary

APPROVED AS TO FORM:

Ron G. MacFarlane, Jr., City Attorney



Ovilla City Council

AGENDA ITEM REPORT Item 7

Meeting Date: November 14, 2022

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Reviewed By: ☒ City Manager

☒ City Secretary

☒ City Attorney

☐ Finance Director

☒ Other: PZ Commission

AGENDA ITEM:

ITEM 7: DISCUSSION/ACTION – Consideration of and action on a recommendation from the Planning and Zoning Commission on a request from Developer Steve Choe and Engineer Glen Kistenmacher to grant an extension on the Forest Creek Estates Preliminary Plat.

Attachments:

1. Email request for extension of the preliminary plat
2. Preliminary Plat
3. Planning and Zoning Recommendation

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

The City Council approved the preliminary plat for Forest Creek Estates with conditions during the January 2021 City Council Meeting. The conditions of the preliminary plat will still be addressed prior to the approval of the final plat. Those conditions included the following: manholes must be shown on the final plat, a Conditional letter of map revisions to be included, engineering comments to be addressed on the final plat, and confirmation that the diameters of the cul-de-sacs meet the fire code.

The development is seeking an extension of one year for the plat due to inflation, rising interest and mortgage rates, and supply chain interruptions.

City Code does allow for a one-time extension of one year.

Per Section 10.02.063 (j) Preliminary approval of the subdivision shall be valid for a period of twelve (12) months from the date of approval and the general terms and conditions under which the

preliminary approval was granted will not be changed. The planning and zoning commission shall withdraw its preliminary approval of a subdivision unless the final plat is submitted within the twelve (12) month period unless the twelve (12) month period is extended by the planning and zoning commission on the written request of the subdivider. Only one such extension shall be granted.

The Planning and Zoning Commission voted unanimously to recommend the approval of the plat extension to the City Council.

Recommendation / Staff Comments:
Staff Recommends: Approval
Sample Motion(s):
I move to approve/deny an extension on the Forest Creek Estates Preliminary Plat as requested by developer Steve Choe and engineer Glen Kistenmacher.



KISTENMACHER ENGINEERING COMPANY

• CONSULTING ENGINEERING

• LAND PLANNING

• SURVEYING

October 20, 2022

City Plan Commission
Honorable Mayor and City Council
City of Ovilla
105 South Cockrell Hill Road
Ovilla, Texas 75154

Re: Forest Creek Estates
Subdivision Plat

Commissioners / Councilors:

On behalf of the owner and developers of the proposed Forest Creek Estates Subdivision, we are respectfully requesting an extension of one (1) year for the completion of the subdivision plans and filing of the plat. As everyone is aware, the uncertainty of the past year has left most developers in a quandary due to rampant inflation, rising interest and mortgage rates, and supply chain interruptions. Construction material costs / availability have been particularly hard hit by all of these issues. The owners and developers of this particular subdivision believe the coming year will bring clarity, and hopefully some stability, to the market.

Thank you for your review and consideration of this request. Should you have any questions or need any additional information at this time, please contact this office at your convenience.

Sincerely,

KISTENMACHER ENGINEERING COMPANY

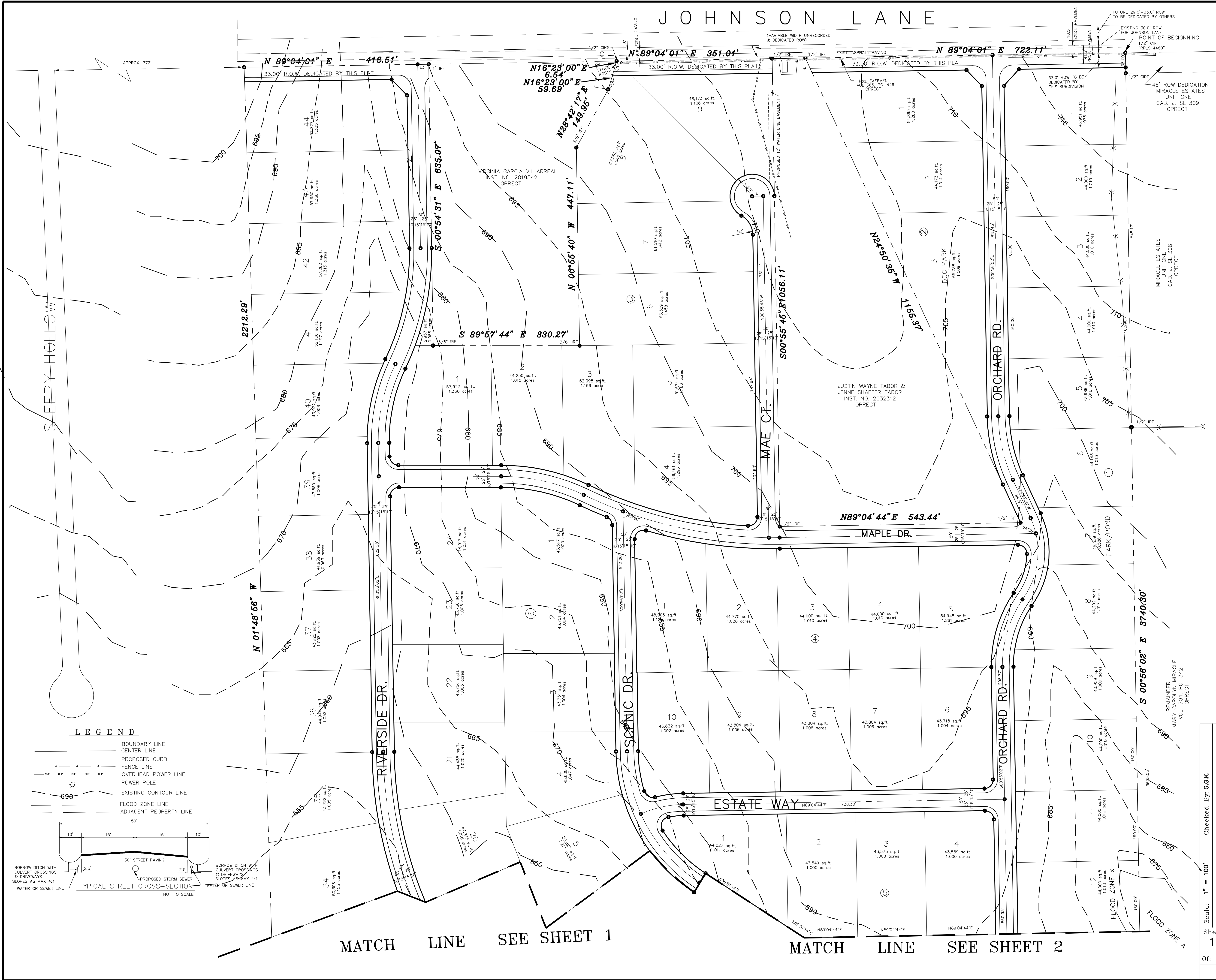
G. Glen Kistenmacher, P.E.

cc. Tomorrow Realty Investment

TWO LOCATIONS IN TEXAS TO SERVE YOU

300 EAST MAIN STREET, SUITE 220
EL PASO, TEXAS 79901
915-276-4450

8350 MEADOW ROAD, SUITE 174
DALLAS, TEXAS 75231
469-587-9909



BEING A TRACT OF LAND SITUATE IN THE J. BILLINGSLEY SURVEY, ABSTRACT NO. 75 AND THE R.M. BILLINGSLEY SURVEY, ABSTRACT NO. 1337, ELLIS COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO WILLIAM DIXON MIRACLE, RECORDED IN VOLUME 705, PAGE 119, OF THE OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY TEXAS (OPRECT) AND BEING THE TRESS 5.0 ACRES AND 9.9 ACRE TRACTS DESCRIBED IN VOLUME 31, PAGE 411 AND VOLUME 31, PAGE 412 OF THE DEED RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID WILLIAM MIRACLE TRACT AND THE COMMON NORTHWEST CORNER OF MIRACLE ESTATES, UNIT ONE, RECORDED IN CABINET J, SLIDE 308, OPRECT AND IN JOHNSON ROAD (A VARIABLE WIDTH UNRECORDED AND DEDICATED ROW);

THENCE S 00°56'02" E, ALONG THE EAST LINE OF SAID WILLIAM MIRACLE TRACT AND THE COMMON WEST LINE OF SAID MIRACLE ESTATES, PASSING AT A DISTANCE OF 46.00 FEET A 1/2" IRON ROD FOUND FOR WITNESS - PASSING AT A DISTANCE OF 845.17 FEET A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID MIRACLE ESTATES AND IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO MARY CAROLYN MIRACLE, RECORDED IN VOLUME 704, PAGE 342, OPRECT; CONTINUING ALONG THE EAST LINE OF SAID WILLIAM MIRACLE TRACT AND THE COMMON WEST LINE OF SAID MARY MIRACLE TRACT, PASSING AT A DISTANCE OF 363.05 FEET A 5/8" IRON ROD WITH CAP STAMPED "TKCS" SET FOR WITNESS, A TOTAL DISTANCE OF 3740.30 FEET TO THE SOUTHEAST CORNER OF SAID WILLIAM MIRACLE TRACT AND THE COMMON SOUTHWEST CORNER OF SAID MARY MIRACLE TRACT AND IN THE NORTH LINE OF OF A TRACT OF LAND DESCRIBED AS TRACT 1 IN DEED TO PAUL A. SKLUZACEK AND LYNN E. SKLUZACEK, RECORDED IN VOLUME 2221, PAGE 529, OPRECT AND SAID POINT BEING IN THE APPROXIMATE CENTERLINE OF A CREEK;

THENCE ALONG THE SOUTH LINE OF SAID WILLIAM MIRACLE TRACT AND THE COMMON NORTH LINE OF SAID SKLUZACEK AND THE COMMON NORTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO EVERETT H. SPENCER AND ANN LORRAINE SPENCER, RECORDED IN VOLUME 2013, PAGE 168, OPRECT AND THE COMMON NORTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO CHRISTOPHER LEE CALVERY, RECORDED IN VOLUME 2645, PAGE 2300, OPRECT AND ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, AS FOLLOWS:

N 85°08'03" W, A DISTANCE OF 88.34 FEET TO A POINT FOR CORNER;

N 68°48'21" W, A DISTANCE OF 201.04 FEET TO A POINT FOR CORNER;

N 23°02'22" W, A DISTANCE OF 180.83 FEET TO A POINT FOR CORNER;

N 38°33'30" W, A DISTANCE OF 168.77 FEET TO A POINT FOR CORNER;

N 54°40'25" W, A DISTANCE OF 176.49 FEET TO A POINT FOR CORNER;

N 37°14'05" W, A DISTANCE OF 68.64 FEET TO A POINT FOR CORNER;

N 05°14'31" W, A DISTANCE OF 119.63 FEET TO A POINT FOR CORNER;

N 59°53'11" W, A DISTANCE OF 63.17 FEET TO A POINT FOR CORNER;

S 79°44'05" W, A DISTANCE OF 141.06 FEET TO A POINT FOR CORNER;

S 69°46'31" W, A DISTANCE OF 66.39 FEET TO A POINT FOR CORNER;

N 84°48'20" W, A DISTANCE OF 72.43 FEET TO A POINT FOR CORNER;

N 20°28'49" W, A DISTANCE OF 96.84 FEET TO A POINT FOR CORNER;

N 56°43'30" W, A DISTANCE OF 83.67 FEET TO A POINT FOR CORNER;

N 70°45'29" W, A DISTANCE OF 122.71 FEET TO A POINT FOR CORNER;

N 38°07'31" W, A DISTANCE OF 109.76 FEET TO A POINT FOR CORNER;

N 56°51'02" W, A DISTANCE OF 330.61 FEET TO A POINT FOR CORNER;

N 25°40'37" W, A DISTANCE OF 86.71 FEET TO A POINT FOR CORNER;

N 30°34'45" W, A DISTANCE OF 115.21 FEET TO A POINT FOR CORNER;

N 37°07'01" W, A DISTANCE OF 139.46 FEET TO A POINT FOR CORNER;

N 67°51'52" W, A DISTANCE OF 189.99 FEET TO THE SOUTHWEST CORNER OF SAID WILLIAM MIRACLE TRACT AND THE COMMON SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO DAVID J. WADDLE, KAREN WADDLE, PARSLEY AND DOUGLAS T. WADDLE, RECORDED IN VOLUME 2441, PAGE 2399, OPRECT;

N 60°15'24" W, A DISTANCE OF 95.40 FEET TO A POINT FOR CORNER;

THENCE N. 01°48'56" W, A DISTANCE OF 221.29 FEET TO A POINT FOR CORNER;

THENCE N. 89°04'01" E, A DISTANCE OF 416.51 FEET TO A 1" IRON PIPE FOUND;

THENCE ALONG THE WEST LINE OF SAID VILLARREAL TRACT S 00°54'31" E, A DISTANCE OF 635.07 FEET TO A 3/8" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID VILLARREAL TRACT;

THENCE S 89°57'44" E, ALONG A WEST LINE OF SAID VILLARREAL TRACT, A DISTANCE OF 330.27 FEET TO A 3/8" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID VILLARREAL TRACT;

THENCE ALONG THE EAST LINE OF SAID VILLARREAL TRACT, AS FOLLOWS:

N 00°55'40" W, A DISTANCE OF 447.11 FEET TO A 3/8" IRON ROD FOUND FOR CORNER;

N 28°42'17" E, A DISTANCE OF 149.95 FEET TO A FENCE POST FOUND;

N 16°23'00" E, A DISTANCE OF 59.69 FEET TO A FENCE POST FOUND;

N 16°23'00" E, A DISTANCE OF 6.54 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "TKRCS" SET FOR THE NORTHEAST CORNER OF SAID VILLARREAL TRACT AND IN THE NORTH LINE OF SAID WILLIAM MIRACLE TRACT AND SAID JOHNSON LANE;

THENCE N 89°04'01" E, ALONG A NORTH LINE OF SAID WILLIAM MIRACLE TRACT AND SAID JOHNSON LANE, A DISTANCE OF 351.01 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO JUSTIN WAYNE TABOR AND JENNE SHAFFER TABOR, RECORDED IN INSTRUMENT NO. 2032312, OPRECT;

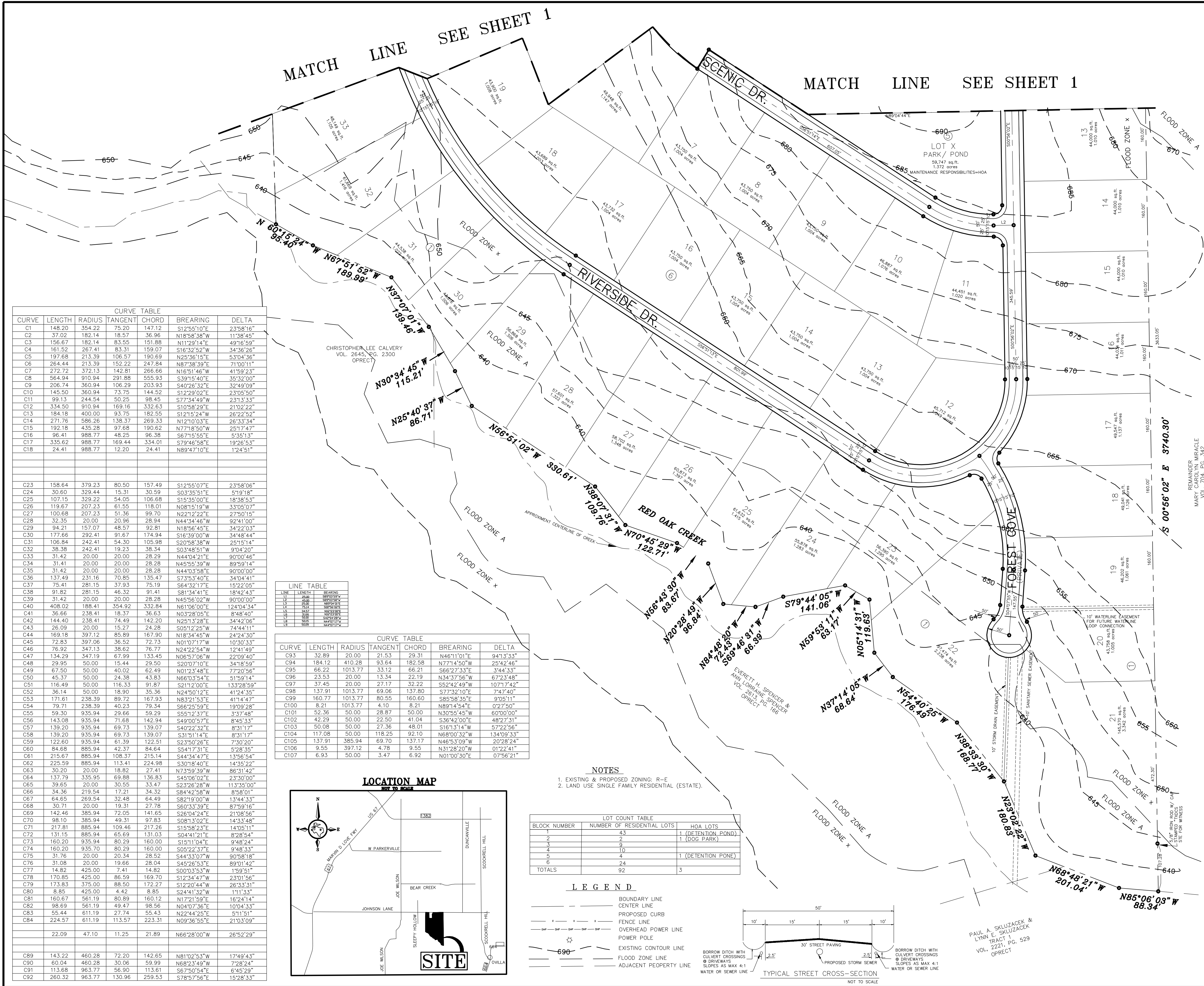
THENCE S 00°55'45" E, ALONG THE WEST LINE OF SAID TABOR TRACT A DISTANCE OF 1056.11 FEET TO A 1/2" IRON ROD FOUND;

THENCE N 89°04'44" E, ALONG THE SOUTH LINE OF SAID TABOR TRACT A DISTANCE OF 543.44 FEET TO A 1/2" IRON ROD FOUND;

THENCE N 24°50'38" W, ALONG THE EAST LINE OF SAID TABOR TRACT, A DISTANCE OF 1156.37 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID TABOR TRACT AND IN THE NORTH LINE OF SAID WILLIAM MIRACLE TRACT AND IN SAID JOHNSON LANE;

THENCE N 89°04'01" E, ALONG A NORTH LINE OF WILLIAM MIRACLE TRACT AND IN SAID JOHNSON LANE, A DISTANCE OF 722.11 FEET TO THE POINT OF BEGINNING, AND CONTAINING 5,328,878 SQUARE FEET OR 122.334 ACRES OF LAND MORE OR LESS.

Scale: 1" = 100'	Checked By: G.G.K.									
Date: SEPTEMBER 2, 2021	P.C.:									
Technician: R.H.T.	File: FOREST HILLS ESTATES-PRELIM PLAT									
Drawn By: R.H.T.	Job. No.:									
<table><thead><tr><th>No.</th><th>Date</th><th>REVISIONS</th></tr></thead><tbody><tr><td>1</td><td></td><td>TOMORROW REALTY INVESTMENT 1220 WEST TRINITY MILLS ROAD, BUILDING 1, SUITE 420 CARROLLTON, TEXAS 75006 TEL NO. 469-955-8549</td></tr><tr><td></td><td></td><td>Surveyor: TEXAS REALITY CAPTURE & SURVEYING, L.L.C. P.O. BOX 205 WAXAHATCH, TEXAS 75168 TBPLS FIRM NO 10194359 TIMOTHY L. JACKSON REGISTRATION NO. 5644</td></tr></tbody></table>		No.	Date	REVISIONS	1		TOMORROW REALTY INVESTMENT 1220 WEST TRINITY MILLS ROAD, BUILDING 1, SUITE 420 CARROLLTON, TEXAS 75006 TEL NO. 469-955-8549			Surveyor: TEXAS REALITY CAPTURE & SURVEYING, L.L.C. P.O. BOX 205 WAXAHATCH, TEXAS 75168 TBPLS FIRM NO 10194359 TIMOTHY L. JACKSON REGISTRATION NO. 5644
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PRELIMINARY PLAT FOREST CREEK ESTATES										
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CITY OF CIVILLA, ELLIS COUNTY, TEXAS AREA: 122.334 ACRES OR 5,328,878 SQUARE FEET										
Sheet: 1										
of: 2										



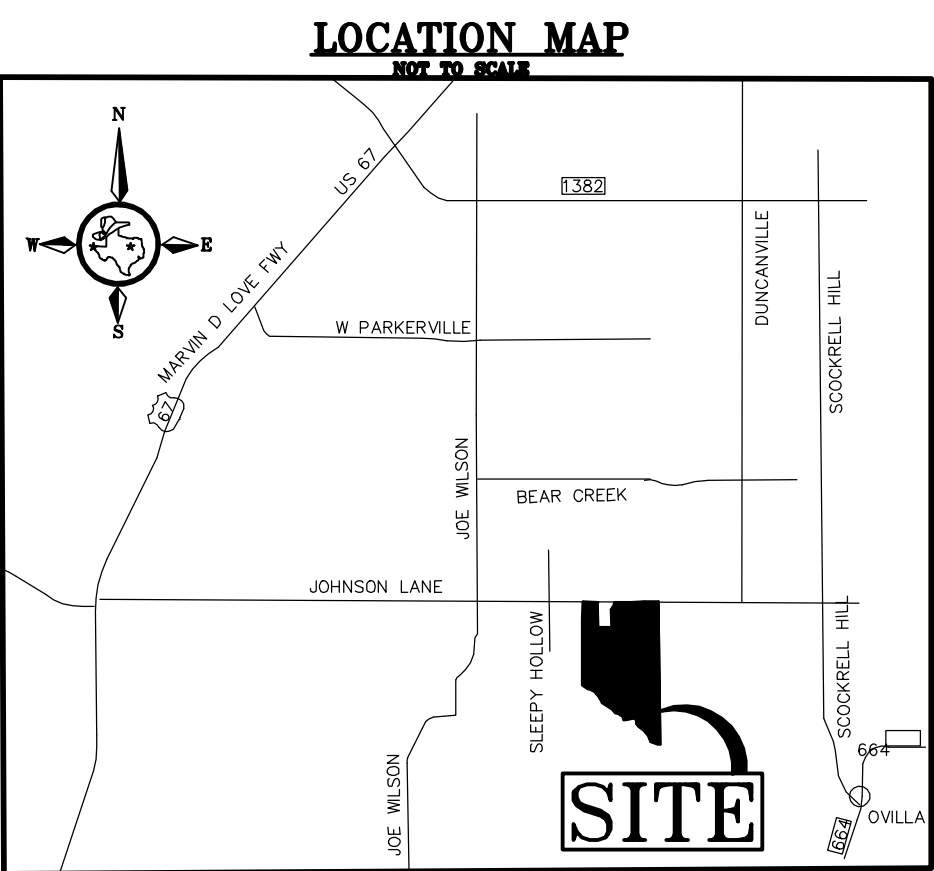
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BREARING	DELTA
C1	148.20	354.22	75.20	147.12	S12°55'10"E	23°58'16"
C2	37.02	182.14	18.57	36.96	N18°58'38"W	11°38'45"
C3	156.67	182.14	83.55	151.88	N11°29'14"E	49°16'59"
C4	161.52	267.41	83.31	159.07	S16°32'52"W	34°36'26"
C5	197.68	213.39	106.57	190.69	N25°36'15"E	53°04'36"
C6	264.44	213.39	152.22	247.84	N87°38'39"E	71°00'11"
C7	272.72	372.13	142.81	266.66	N16°51'46"W	41°58'23"
C8	564.94	910.94	291.88	555.93	S39°15'40"E	35°32'00"
C9	206.74	360.94	106.29	203.93	S40°26'32"E	32°49'09"
C10	145.50	360.94	73.75	144.52	S12°29'02"E	23°05'50"
C11	99.13	244.54	50.25	98.45	S77°34'49"W	23°13'33"
C12	334.50	910.94	169.16	332.63	S10°58'29"E	21°02'22"
C13	184.18	400.00	93.75	182.55	S12°15'24"W	26°22'52"
C14	271.76	586.26	138.37	269.33	N12°10'03"E	26°33'34"
C15	192.18	435.28	97.68	190.62	N77°18'50"W	25°17'47"
C16	96.41	988.77	48.25	96.38	S67°15'55"E	5°35'13"
C17	335.62	988.77	169.44	334.01	S79°46'58"E	19°26'53"
C18	24.41	988.77	12.20	24.41	N89°47'10"E	1°24'51"

C23	158.64	379.23	80.50	157.49	S12°55'07"E	23°58'06"
C24	30.60	329.44	15.31	30.59	S03°35'51"E	5°19'18"
C25	107.15	329.22	54.05	106.68	S15°35'00"E	18°38'53"
C26	119.67	207.23	61.55	118.01	N08°15'19"W	33°05'07"
C27	100.68	207.23	51.36	99.70	N22°12'22"E	27°50'15"
C28	32.35	20.00	20.96	28.94	N44°34'46"W	92°41'00"
C29	94.21	157.07	48.57	92.81	N18°56'45"E	34°22'03"
C30	177.66	292.41	91.67	174.94	S16°39'00"W	34°48'44"
C31	106.84	242.41	54.30	105.98	S20°58'38"W	25°15'14"
C32	38.38	242.41	19.23	38.34	S03°48'51"W	9°04'20"
C33	31.42	20.00	20.00	28.29	N44°04'21"E	90°00'46"
C34	31.41	20.00	20.00	28.28	N45°55'39"W	89°59'14"
C35	31.42	20.00	20.00	28.28	N44°03'58"E	90°00'00"
C36	137.49	231.16	70.85	135.47	S73°53'40"E	34°04'41"
C37	75.41	281.15	37.93	75.19	S64°32'17"E	15°22'05"
C38	91.82	281.15	46.32	91.41	S81°34'41"E	18°42'43"
C39	31.42	20.00	20.00	28.28	N45°56'02"W	90°00'00"
C40	408.02	188.41	354.92	332.84	N61°06'00"E	124°04'34"
C41	36.66	238.41	18.37	36.63	N03°28'05"E	8°48'40"
C42	144.40	238.41	74.49	142.20	N01°23'28"E	34°42'08"
C43	26.09	20.00	15.27	24.28	S05°12'25"W	74°44'11"
C44	169.18	397.12	85.89	167.90	N18°34'45"W	24°24'30"
C45	72.83	397.06	36.52	72.73	N01°07'17"W	10°30'33"
C46	76.92	347.13	38.62	76.77	N24°22'54"W	12°41'49"
C47	134.29	347.19	67.99	133.45	N06°57'06"W	22°09'40"
C48	29.95	50.00	15.44	29.50	S20°07'10"E	34°18'59"
C49	67.50	50.00	40.02	62.49	N01°23'28"E	77°20'56"
C50	45.37	50.00	24.38	43.83	N66°03'54"E	51°59'14"
C51	116.49	50.00	116.33	91.87	S21°12'00"E	133°28'59"
C52	36.14	50.00	18.90	35.36	N24°50'12"E	41°24'35"
C53	171.61	238.39	89.72	167.93	N83°21'53"E	41°14'47"
C54	79.71	238.39	40.23	79.34	S66°25'59"E	19°09'28"
C55	59.30	935.94	29.66	59.29	S55°12'37"E	3°37'48"
C56	143.08	935.94	71.68	142.94	S49°00'57"E	8°46'33"
C57	139.20	935.94	69.73	139.07	S40°22'32"E	8°31'17"
C58	139.20	935.94	69.73	139.07	S31°51'14"E	8°31'17"
C59	122.60	935.94	61.39	122.51	S23°50'26"E	7°30'20"
C60	84.68	885.94	42.37	84.64	S54°17'31"E	5°28'35"
C61	215.67	885.94	108.37	215.14	S44°34'47"E	13°56'54"
C62	225.59	885.94	113.41	224.98	S30°18'40"E	14°35'22"
C63	30.20	20.00	18.82	27.41	N73°59'39"W	86°31'42"
C64	137.79	335.95	69.88	136.83	S45°06'02"E	23°30'00"
C65	39.65	20.00	30.55	33.47	S23°26'28"W	11°33'50"
C66	34.36	219.54	17.21	34.32	S84°42'58"W	8°58'01"
C67	64.65	269.54	32.48	64.49	S82°19'00"W	13°44'33"
C68	30.71	20.00	18.31	27.49	S60°33'39"E	87°59'16"
C69	142.46	385.94	72.05	141.65	S28°04'24"E	21°08'56"
C70	98.10	385.94	49.31	97.83	S08°13'02"E	14°33'48"
C71	217.81	885.94	109.46	217.26	S15°58'23"E	14°05'11"
C72	131.15	885.94	65.69	131.03	S04°41'21"E	8°28'54"
C73	160.20	935.94	80.29	160.00	S15°11'04"E	9°48'24"
C74	160.20	935.70	80.29	160.00	S05°22'37"E	9°48'33"
C75	31.76	20.00	20.34	28.52	S44°33'07"W	90°58'18"
C76	31.08	20.00	19.66	28.04	S45°26'53"E	89°01'42"
C77	14.82	425.00	7.41	14.82	S00°03'53"W	1°59'51"
C78	170.85	425.00	86.59	169.70	S12°34'47"W	23°01'56"
C79	173.83	375.00	88.50	172.27	S12°20'44"W	26°33'31"
C80	8.85	425.00	4.42	8.85	S24°41'32"W	1°11'33"
C81	160.67	561.19	80.89	160.12	N17°21'59"E	16°24'14"
C82	98.69	561.19	49.47	98.56	N04°03'36"E	10°04'33"
C83	55.44	611.19	27.74	55.43	N22°44'25"E	5°11'31"
C84	224.57	611.19	113.57	223.31	N09°36'55"E	21°03'09"

C89	143.22	460.28	72.20	142.65	N81°02'53"W	17°49'43"
C90	60.04	460.28	30.06	59.99	N88°23'49"W	7°28'24"
C91	113.68	963.77	56.90	113.61	S67°50'54"E	6°45'29"
C92	260.32	963.77	130.96	259.53	S78°57'56"E	15°28'33"

LINE	LENGTH	RADIUS	TANGENT	CHORD	BREARING	DELTA
1	24.41	988.77	12.20	24.41	N89°47'10"E	1°24'51"
2	37.02	182.14	18.57	36.96	N18°58'38"W	11°38'45"
3	156.67	182.14	83.55	151.88	N11°29'14"E	49°16'59"
4	161.52	267.41	83.31	159.07	S16°32'52"W	34°36'26"
5	197.68	213.39	106.57	190.69	N25°36'15"E	53°04'36"
6	264.44	213.39	152.22	247.84	N87°38'39"E	71°00'11"
7	272.72	372.13	142.81	266.66	N16°51'46"W	41°58'23"
8	564.94	910.94	291.88	555.93	S39°15'40"E	35°32'00"
9	206.74	360.94	106.29	203.93	S40°26'32"E	32°49'09"
10	145.50	360.94	73.75	144.52	S12°29'02"E	23°05'50"
11	99.13	244.54	50.25	98.45	S77°34'49"W	23°13'33"
12	334.50	910.94	169.16	332.63	S10°58'29"E	21°02'22"
13	184.18	400.00	93.75	182.55	S12°15'24"W	26°22'52"
14	271.76	586.26	138.37	269.33	N12°10'03"E	26°33'34"
15	192.18	435.28	97.68	190.62	N77°18'50"W	25°17'47"
16	96.41	988.77	48.25	96.38	S67°15'55"E	5°35'13"
17	335.62	988.77	169.44	334.01	S79°46'58"E	19°26'53"
18	24.41	988.77	12.20	24.41	N89°47'10"E	1°24'51"

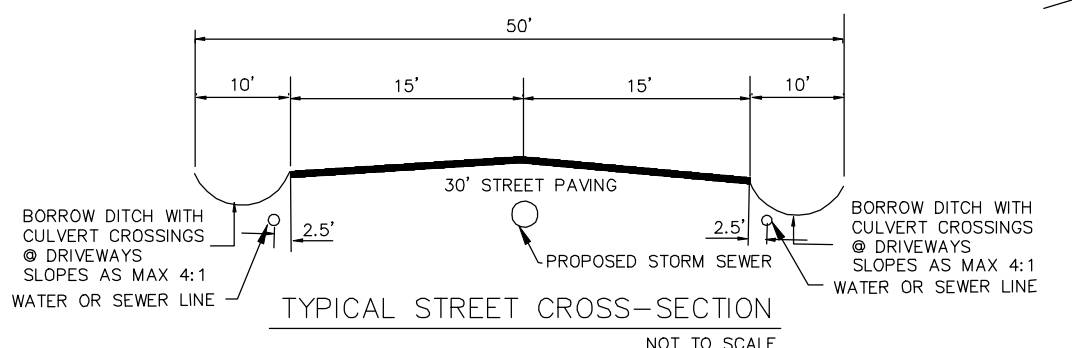
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BREARING	DELTA
C93	32.89	20.00	21.53	29.31	N48°11'01"E	94°13'33"
C94	184.12	410.28	93.64	182.58	N77°14'50"W	23°42'46"
C95	66.22	1013.77	33.12	66.21	S66°27'33"E	34°43'33"
C96	23.53	20.00	13.34	22.19	N34°37'56"W	67°23'48"
C97	37.45	20.00	27.17	32.22	S52°42'49"W	107°17'42"
C98	137.91	1013.77	69.06	137.80	S77°32'10"E	74°7'40"
C99	160.77	1013.77	80.55	160.60	S85°58'35"E	9°05'11"
C100	8.21	1013.77	4.10	8.21	N89°14'54"E	0°27'50"
C101	52.36	50.00	28.87	50.00	N30°55'45"W	60°00'00"
C102	42.29	50.00	22.50	41.04	S36°42'00"E	48°27'31"
C103	50.08	50.00	27.36	48.01	S16°13'14"W	57°22'56"
C104	117.08	50.00	118.25	92.10	N68°00'32"W	134°09'33"
C105	137.91	385.94	69.70	137.17	N46°53'09"W	20°28'24"
C106	9.55	397.12	4.78	9.55	N31°28'20"W	01°22'41"
C107	6.93	50.00	3.47	6.92	N01°00'30"E	07°56'21"



- NOTES
- EXISTING & PROPOSED ZONING: R-E
 - LAND USE SINGLE FAMILY RESIDENTIAL (ESTATE).

BLOCK NUMBER	NUMBER OF RESIDENTIAL LOTS	HOA LOTS
1	43	1 (DETENTION POND)
2	2	1 (DOG PARK)
3	2	
4	10	
5	4	
6	24	1 (DETENTION PONE)
TOTALS	92	3

- LEGEND
- BOUNDARY LINE
 - CENTER LINE
 - PROPOSED CURB
 - FENCE LINE
 - OVERHEAD POWER LINE
 - POWER POLE
 - EXISTING CONTOUR LINE
 - FLOOD ZONE LINE
 - ADJACENT PROPERTY LINE



Checked By: G.G.K.

Date: SEPTEMBER 2, 2021 P.C.

Technician: R.H.T.

Drawn By: R.A.T.

File: FOREST HILLS ESTATES-PRELIM PLAT

Job No.

No.	Date
1	
2	
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8	
9	
10	

REVISIONS

Surveyor: TOMORROW REALTY INVESTMENT 1220 WEST TRINITY MILLS ROAD, BUILDING 1, SUITE 420, WAXAHACH, TEXAS 75096 TEL. NO. 469-955-8549

Surveyor: TEXAS REALITY CAPTURE & SURVEYING, L.L.C. P.O. BOX 253, WAXAHACH, TEXAS 75096 TEL. NO. 469-955-8549

Owners: 481390006P DATED JUNE 3, 2015, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

PRELIMINARY PLAT
FOREST CREEK ESTATES

BEING A TRACT OF LAND SITUATE IN THE J. BILLINGSLEY SURVEY, ABSTRACT NO. 75 AND THE R.M. BILLINGSLEY SURVEY, ABSTRACT NO. 1337, ELLIS COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO WILLIAM DIXON MIRACLE, RECORDED IN VOLUME 705, PAGE 119, OF THE OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY TEXAS (OPRECT) AND BEING THE TRESS 5.0 ACRES AND 9.9 ACRE TRACTS DESCRIBED IN VOLUME 31, PAGE 411 AND VOLUME 31, PAGE 412 OF THE DEED RECORDS, CITY OF OVILLA, ELLIS COUNTY, TEXAS. AREA: 122.334 ACRES OR 5,328,878 SQUARE FEET

Sheet: 2

of: 2

PLAT2021-0000

APPROVED BY THE PLANNING AND ZONING COMMISSION OF OVILLA, TEXAS, ON THE ____ DAY OF ____ 2021.

CHAIRPERSON, PLANNING AND ZONING COMMISSION CITY SECRETARY/BOARD SECRETARY

APPROVED BY THE CITY COUNCIL OF OVILLA, TEXAS, ON THE ____ DAY OF ____ 2021.

MAYOR CITY SECRETARY

FLOOD STATEMENT: AS SHOWN HEREON, A PORTION OF THE SUBJECT PROPERTY LIES WITHIN ZONE "X" - DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLANE" AND A PORTION OF THE SUBJECT PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD-ZONE "A" - DEFINED AS "NO BASED FLOOD ELEVATIONS DETERMINED" ACCORDING TO THE FLOOD INSURANCE MAP NO. 481390006P DATED JUNE 3, 2015, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.



City of OVILLA Planning & Zoning Commission Recommendation

ITEM 2. **DISCUSSION/ACTION** – Consideration of and action on a request from Glen Kistenmacher for an exception to grant an extension for Forest Creek Estates Preliminary Plat.

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

PL1 Gray ☒
PL2 Huber ☒
PL3 Lynch ☒
PL4 Whittaker ☒

PL5 Muckleroy ☒
PL6 Hart ☒
PL7 Pierce ☒

6 FOR

 AGAINST

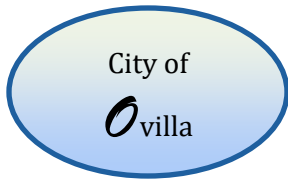
 ABSTAIN

C. Lynch
Presiding Officer of P&Z

11/07/22
Date

Emily Starkey
Board Secretary

11/07/22
Date



AGENDA ITEM REPORT Item 8

Meeting Date: November 14, 2022

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Reviewed By: ☒ City Manager

☒ City Secretary

☐ City Attorney

☒ Finance Director

☐ Other:

AGENDA ITEM:

ITEM 8: DISCUSSION – Discuss a possible amendment to the Code of Ordinances to provide additional regulations for peddlers within the City of Ovilla including but not limited to signage addressing peddlers in the city and a mandatory safety vest requirement for all peddlers, as requested by Place 4, Mayor Pro Tem Hunt.

Attachments:

1. Current City Regulations of Peddlers
2. Permit Fee for Peddlers

Discussion / Justification:

Mayor Pro Tem Hunt requested that the council discuss the regulations of peddlers at the previous city council meeting. Mayor Pro Tem Hunt has suggested that the council update the city ordinance to allow for a mandatory requirement of safety vests as well as signage regarding peddlers within the city. City Staff also recommends that the fees be reviewed if the ordinance comes back to the council for action as the permit fee of \$50.00 is not covering the cost of the background check. Staff recommends that the fee be amended to \$150.00 in order to cover administrative costs, the cost of the in-depth background checks, and any supplies that would need to be supplied by the city such as a safety vest.

Recommendation / Staff Comments:

Staff Recommends: N/A

Sample Motion(s):

Discussion Only

DIVISION 1
Generally

§ 4.02.001. Definitions; applicability.

- (a) As used in this article, “canvasser” or “solicitor” shall mean any individual, whether a resident of the city or not, traveling either by foot, wagon, automobile, motor truck, or any other type of conveyance, from place to place, from house to house, or from street to street, taking or attempting to take orders for sale of goods, wares, merchandise, or personal property of any nature whatsoever, for future delivery, or for services to be furnished or performed in the future, whether or not such individual has, carries, or exposes for sale a sample of the subject of such sale or whether he is collecting advance payments on such sales or not; provided that such definition shall include any person who, for himself/herself or any other person, hires, leases, uses, or occupies any building or any other place within the city for the sole purpose of exhibiting samples or taking orders for future delivery. The definition of “canvasser” and “solicitor” do not include mobile food vendors. Mobile food vendors are defined in and subject to article 4.10 of this code.
- (b) As used in this article, “peddler” shall include any person, whether a resident of the city or not, traveling by foot, wagon, automobile, garden truck, or any other type of conveyance, from house to house, or from street to street, carrying, conveying, or transporting goods, wares, merchandise, meats, fish, vegetables, fruits, farm products, provisions, milk or milk products, offering and exposing the same for sale, or making sales and delivering articles to purchasers, or who, without traveling from place to place, shall sell or offer the same for sale from a wagon, automotive vehicle, other vehicle, or conveyance; and further provided that such definition shall include any person who solicits orders and as a separate transaction makes deliveries to purchasers as a part of a scheme or design to evade the provisions of this article. The word “peddler” shall include the words “hawker” and “huckster.” The definition of “peddler” does not include mobile food vendors. Mobile food vendors are defined in and subject to article 4.10 of this code.

(Ordinance 2013-003, secs. 1–2, adopted 2/11/13)

§ 4.02.002. through § 4.02.030. (Reserved)

DIVISION 2
License

§ 4.02.031. Required.

- (a) It shall be unlawful for any person to engage in the business of peddler, canvasser, or solicitor as defined in section 4.02.001 within the corporate limits without first obtaining a permit and license therefor as provided in this article.
- (b) For events and celebrations sanctioned by the city, a peddler of ice cream, snowcones, candy, cookies and other products which are primarily targeted for sale or appeal to persons under fourteen (14) years of age may apply for a temporary permit limited to the date(s) of such event or celebration. If such temporary permit and license is granted, it shall be a condition of each such temporary permit that the peddler shall keep his motor vehicle, cart or other movable equipment stationary during all hours while the same is open or used for sales of such products. The permit fee shall be one-half (1/2) of the amount established under section 4.02.035 of this article, which shall be considered as the booth fee charge for such event or celebration.

(1989 Code, ch. 4, sec. 1.02)

§ 4.02.032. Application.

- (a) Applicants for a permit and license under this article must file with the city secretary a sworn application in writing setting forth the following information:
 - (1) Name and description of the applicant;
 - (2) Address, legal and local;
 - (3) A brief description of the nature of the business and the goods to be sold;
 - (4) If employed, the name and address of the employer, together with credentials establishing the exact relationship;
 - (5) The length of time for which the right to do business is desired;
 - (6) A photograph of the applicant, taken within sixty (60) days immediately prior to the date of filing of the application, which picture shall be two inches (2") by two inches (2") showing the head and shoulders of the applicant in a clear and distinguishing manner;
 - (7) A statement as to whether or not the applicant has been convicted of a felony or misdemeanor, the nature thereof, and the penalty assessed therefor.
- (b) At the time of the filing of the application, a fee in such amount as established by the city council from time to time shall be paid to the city secretary to cover the cost of investigation of the facts stated therein.

(1989 Code, ch. 4, sec. 1.03)

§ 4.02.033. Investigation; issuance.

- (a) Upon receipt of such application, it shall be referred to the [mayor] or his or her deputy, who shall cause such investigation of the applicant's business and moral character to be made as he deems necessary for the protection of the public good. If such person has been convicted of a felony or misdemeanor, the application shall be considered in accordance with article 6252-13c of the Revised Civil Statutes.
- (b) If, as a result of such investigation, the applicant's character or business responsibility is found to be unsatisfactory, the [mayor] or his or her deputy shall endorse on such application his or her disapproval and his or her reasons for same and shall return the application to the city secretary, who shall notify the applicant that his/her application is disapproved and that no permit and license will be issued.
- (c) If, as a result of such investigation, the character and business responsibility of the applicant are found to be satisfactory, the [mayor] or his or her deputy shall endorse on the application his approval, execute a permit addressed to the applicant for the carrying on of the business applied for, and return the permit along with the application to the city secretary, who shall, upon payment of the prescribed license fee, deliver to the applicant his or her permit and issue a license. Such license shall contain the signature and seal of the issuing officer and shall show the name, address, and photograph of the licensee, the class of license issued, the type of merchandise covered, the amount of fee paid, the date of issuance, the length of time the same shall be operative and the license number or other identifying description of any vehicle that may be used in the business. The city secretary shall keep a permanent record of all licenses issued.

(1989 Code, ch. 4, sec. 1.04)

§ 4.02.034. Appeal of denial.

Any person aggrieved by the action of the city secretary or the [mayor] or his or her deputy in the denial of an application for permit or license as provided in section 4.02.033 shall have the right to appeal to the city council. Such appeal shall be taken by filing with the council, within fourteen (14) days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The council shall set a time and place for a hearing on such appeal, and notice of such hearing shall be given in the manner as provided in section 4.02.038 for notice of hearing on revocation. The decision and order of the council on such appeal shall be final and conclusive.

(1989 Code, ch. 4, sec. 1.05)

§ 4.02.035. Fees.

- (a) Peddlers. Peddlers' license fees shall be as set out in the fee schedule found in appendix A of this code. No fee shall be required of one selling products of the farm or orchard actually produced by the seller or persons engaging in interstate commerce.

- (b) Canvassers or solicitors. Canvassers' or solicitors' license fees which shall be charged by the city secretary shall be as set out in the fee schedule found in appendix A of this code.
- (c) Basis. For the purpose of this article, any period of seven (7) calendar days or less shall be considered one (1) week; any period of more than seven (7) calendar days and not more than thirty (30) days shall be considered one (1) month; any period of more than thirty (30) calendar days and not more than one (1) calendar year shall be treated as a year. Annual fees shall be assessed on a calendar year basis, and on and after July first (1st) the amount of the fee for such annual license shall be one-half (1/2) the amount stipulated for the remainder of the year.

(1989 Code, ch. 4, sec. 1.06; Ordinance adopting Code)

§ 4.02.036. Transfer.

No license or permit issued under the provisions of this article shall be used by any person other than the one to whom it was issued.

(1989 Code, ch. 4, sec. 1.07)

§ 4.02.037. Exhibition.

All licensees under this article are required to exhibit their license at the request of any citizen.

(1989 Code, sec. 1.08)

§ 4.02.038. Revocation.

- (a) Permits and licenses issued under the provisions of this article may be revoked by the city council, after notice and hearing, for any of the following causes:
 - (1) Fraud, misrepresentation, or false statement contained in the application for license;
 - (2) Fraud, misrepresentation, or false statement made in the course of carrying on the business of peddler, canvasser, or solicitor;
 - (3) Any violation of this article;
 - (4) Any violation of any felony or misdemeanor, as provided for in article 6252-13c of the Revised Civil Statutes;
 - (5) Conducting the business of peddling, canvassing, or soliciting in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, or general welfare of the public.
- (b) Notice of the hearing for revocation of a license shall be given in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the licensee at his or her known address

at least five (5) days prior to the date set for the hearing.

(1989 Code, ch. 4, sec. 1.09)

§ 4.02.039. Expiration.

All annual licenses issued under the provisions of this article shall expire on the thirty-first (31st) of December in the year when issued. Other than annual licenses shall expire on the date specified on the license.

(1989 Code, ch. 4, sec. 1.10)

§ 4.02.040. Exceptions.

Notwithstanding any provision contained herein, this article shall not apply to any person who is soliciting, canvassing or peddling on behalf of or at the request of a city-approved nonprofit organization, including but not limited to the Girl Scouts of America, Boy Scouts of America, Camp Fire Girls and Boys, or school-sanctioned activities.

(1989 Code, ch. 4, sec. 1.11)

§ 4.02.041. Enforcement.

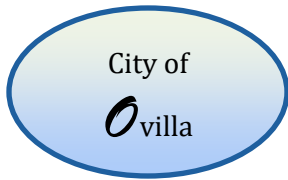
It shall be the duty of any police officer or any other officer of the city to require any person seen peddling, canvassing, or soliciting, and who is not known by such policeman or officer to be duly licensed, to produce the license, and to enforce the provisions of this article against any person found to be violating the same.

(1989 Code, ch. 4, sec. 1.12)

§ A5.001. Permit fee for peddlers, solicitors and canvassers.

The annual permit fee for peddlers, solicitors and canvassers shall be fifty dollars (\$50.00).

(Ordinance 07-005, app. A, sec. 10.00, adopted 3/26/07)



Ovilla City Council

AGENDA ITEM REPORT Item 9

Meeting Date: November 14, 2022

Department: Administration

☒ Discussion ☐ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Reviewed By: ☒ City Manager

☒ City Secretary

☐ City Attorney

☐ Finance Director

☐ Other:

AGENDA ITEM:

ITEM 9: DISCUSSION –Discuss the Annual Christmas Tree Lighting event to be held at Heritage Park on Thursday, December 1, 2022.

Attachments:

1. Resolution R2021-14 Christmas Tree Lighting

Discussion / Justification:

The annual Christmas Tree Lighting is to be held on Thursday, December 1, 2022, at 6:00 p.m. per City of Ovilla Resolution R2021-14.

Recommendation / Staff Comments:

Staff Recommends: N/A

Sample Motion(s):

Discussion Only

RESOLUTION NO. R2021-14

A RESOLUTION OF THE CITY OF OVILLA, TEXAS, REPEALING RESOLUTION R2018-36 AND REPLACING SAME WITH NEW PROVISIONS SETTING THE DATE AND TIME FOR THE CHRISTMAS TREE LIGHTING EVENT HELD ANNUALLY IN DECEMBER, AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Ovilla Mayor, governing body, employees and citizens have enjoyed the festivities of music, a visit from Santa, story-telling, refreshments provided by the Ovilla Service League, and the lighting of the Christmas Tree for many years; and

WHEREAS, the City of Ovilla Mayor, governing body, employees and citizens have shared family time and fellowship with friends and neighbors, and making new acquaintances during this event; and

WHEREAS, the City Council has determined the importance of future planning and preparation for this annual event to ensure success.

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

SECTION 1.

That the City Council hereby approves and sets the date and time of the Annual Christmas Tree Lighting Event to be held on the first Thursday in December at 6:00 p.m.

SECTION 2.

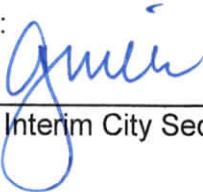
That this Resolution shall take effect immediately and it is so Resolved.

PASSED and APPROVED on this **8th** day of **November, 2021**.



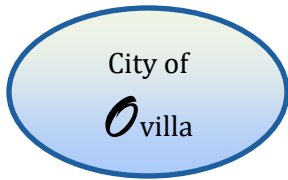
Richard A. Dormier, Mayor

ATTEST:



G Miller, Interim City Secretary





AGENDA ITEM REPORT

Item 10

Meeting Date: November 14, 2022

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Reviewed By: ☒ City Manager

☒ City Secretary

☒ City Attorney

☒ Finance Director

☐ Other:

AGENDA ITEM:

ITEM 10. DISCUSSION/ACTION – Consideration of and action on Ordinance No. 2022-23 of the City of Ovilla, Texas amending Appendix A, Article A7.000, Section A7.003 of the Code of Ordinances of the City of Ovilla; establishing monthly water and wastewater rates for residential and nonresidential customers; providing a savings clause; providing a severance clause; providing incorporation into the Ovilla Code of Ordinances; providing an effective date; and providing for publication.

Attachments:

1. Ordinance No. 2022.23
2. Water and wastewater schedules with increases

Discussion / Justification:

The attached documents are various cost analyses from last year based on increases to the tiered rates to water and to the flat rate of the wastewater rate.

WASTEWATER:

During the budget process, staff received notification from Trinity River Authority of an annual increase of \$23,513. The last increase for wastewater rates was approved in November 2021, Ordinance 2021-24. The increase to the wastewater flat rate would increase from \$14.00 per month to \$20.00 per month. There is no change proposed to the rate per 1,000 gallons.

WATER:

Dallas Water Utilities gave notice of an annual increase of \$.0451 per 1,000 gallons. Based on gallons used in the prior year staff is expecting an increase of approximately \$10,502. The flat rate of \$11.26 proposes no change. The only rate changes are in the tiers. (schedule is included in the ordinance) The last revision to the water rates was in 2021

Recommendation / Staff Comments:

Staff Recommends: Approval

Sample Motion(s):

I move to approve/deny Ordinance No. 2022-23 of the City of Ovilla, Texas amending Appendix A, Article A7.000, Section A7.003 of the Code of Ordinances of the City of Ovilla; establishing monthly water and wastewater rates for residential and nonresidential customers; providing a savings clause; providing a severance clause; providing incorporation into the Ovilla Code of Ordinances; providing an effective date; and providing for publication.

ORDINANCE NO. 2022-23

AN ORDINANCE OF THE CITY OF OVILLA, TEXAS, AMENDING APPENDIX A, ARTICLE A7.000, SECTION A7.003 OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA; ESTABLISHING MONTHLY WATER AND WASTEWATER RATES FOR RESIDENTIAL AND NONRESIDENTIAL CUSTOMERS; 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, because of fee increases imposed by the Trinity River Authority and Dallas Water Utilities, the City of Ovilla's cost for water and wastewater have been increased by almost \$35,000.00; and

WHEREAS, such increase is more than with City of Ovilla can absorb without increasing water and wastewater rates to residential and nonresidential customers in the city; and

WHEREAS, based on current costs of water and wastewater services purchased from the city's providers, the City Council finds and determines that it is necessary to increase the water rate tiers and the wastewater monthly flat fee rate as listed below in Section 1 (a) of this ordinance for both residential and nonresidential customers in the city; and

WHEREAS, based on the monthly water and wastewater rate increase it is necessary to amend the City's Code of Ordinances to reflect the new monthly rates.

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

SECTION 1. AMENDMENT OF APPENDIX A, ARTICLE A7.000, SECTION A7.003 OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA, TEXAS

Appendix A, Article A7.000, Section A7.003 of the Code of Ordinances of the City of Ovilla, Texas, is hereby amended to read as follows:

- (a) Monthly water rates. Monthly rates for water furnished by the city for residential and nonresidential:

Inside corporate limits:

\$11.26/minimum	0 to 1,000 gallons
\$13.58/1,000 gallons	1,001 to 2,000 gallons
\$4.89/1,000 gallons	2,001 to 20,000 gallons
\$6.35/1,000 gallons	20,001 to 40,000 gallons
\$7.83/1,000 gallons	40,001 to 60,000 gallons
\$9.30/1,000 gallons	60,001 to 80,000 gallons
\$10.76/1,000 gallons	80,001 to 100,000 gallons
\$12.25/1,000 gallons	100,001 and up

ORDINANCE NO. 2022-23

(b) Monthly wastewater rates. Monthly rates for wastewater service furnished by the city:

(1) Residential:

- (A) Monthly flat fee: \$20.00.
- (B) Base monthly rate (per 1,000 gallons): \$10.99.
- (C) Sewer winter averaging determines the maximum charge.

(2) Nonresidential:

- (A) Monthly flat fee: \$20.00.
- (B) Base monthly rate (per 1,000 gallons): \$10.99.
- (C) Bill rate based on 100% of actual usage.

(c) Other charges.

- (1) Meter tampering: \$50.00 plus cost of repair.
- (2) Re-read: \$10.00 (no charge if error found).
- (3) Meter test: \$50.00 (no charge if error found).

SECTION 2. SAVINGS CLAUSE

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

SECTION 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, if necessary, to conform to the uniform numbering system of the Code.

SECTION 5. EFFECTIVE DATE

ORDINANCE NO. 2022-23

This Ordinance shall take effect January 1, 2022, and the charges under the new rates established hereby shall be reflected in water customers' February 2022 water bills and thereafter until amended or revised by a future ordinance.

SECTION 6. PUBLICATION

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

PASSED, ADOPTED and APPROVED by the City Council of Ovilla, Texas, on this the ____ day of _____, 2022.

Richard Dormier, Mayor

ATTEST:

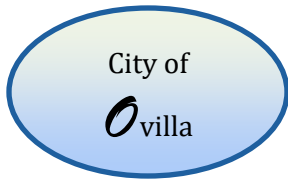
Bobbie Jo Taylor, City Secretary

APPROVED AS TO FORM:

Ron G. MacFarlane, Jr., City Attorney

Proposed Water Sewer Increases for FY2023

Total Water Connections	Total Usage, 1,000 Gal	Cost, \$/1000 Gal	Total Reveune Current Rates, \$	Percent Increase	Adjusted Proposed Rates	Total Revenue, \$		Additional Water and Sewer Revenue Raised, \$						
1317		11.26	177,953	0%	11.26	177,953		0						
	13503	10.86	146,643	25%	13.58	183,371		36,728						
	103573	3.91	404,970	25%	4.89	506,472		101,502						
	34245	5.08	173,965	25%	6.35	217,456		43,491						
	11951	6.26	74,813	25%	7.83	93,576		18,763						
	4227	7.44	31,449	25%	9.30	39,311		7,862						
	1783	8.61	15,352	25%	10.76	19,185		3,833						
	9022	9.79	88,325	25%	12.25	110,520		22,194						
			1,113,470			1,347,844		234,374	Extra Water Revenue					
Sewer Customers	Increase Sewer Base by \$6.00 to \$20													
725	6							52,200	Extra Sewer Revenue					
				I				286,574	increase water rates about 25% and sewer base rate by 43%.					



Ovilla City Council

AGENDA ITEM REPORT Item 11

Meeting Date: November 14, 2022

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Reviewed By: ☒ City Manager

☒ City Secretary

☐ City Attorney

☐ Finance Director

☐ Other:

AGENDA ITEM:

ITEM 11. DISCUSSION/ACTION – Consideration of any items(s) pulled from the Consent Agenda for individual consideration and action.

Attachments:

None

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 / OCTOBER 2022



J. Bennett, Chief of Police

OVILLA POLICE DEPARTMENT
MONTHLY REPORT / OCTOBER 2022

PERSONNEL UPDATE:

Below is a list of our current staffing:

CHIEF OF POLICE	(BENNETT)
LIEUTENANT	(GEISER)
SERGEANT	(BREEDLOVE)
SERGEANT	(ORTEGON)
PATROL OFFICER / DETECTIVE	(KRETLOW)
PATROL OFFICER	(MALKE)
PATROL OFFICER	(HARTIN)
PATROL OFFICER	(FLORES)
PATROL OFFICER	(RAMIRES)
PATROL OFFICER	(BRAVO)
PATROL OFFICER	(VACANT) ON HOLD UNTIL MID-2023.
ADMINISTRATIVE ASSISTANT	(IRIS HARKENRIDER)

OVILLA POLICE DEPARTMENT
MONTHLY REPORT / OCTOBER 2022

1 – Felony Arrest

2 – Mental Health Detentions

243 - Total Traffic Stops. (Pretextual and Non-Pretextual)

105 - Total Citations issued.

Roughly 43% of ALL traffic stops received a citation.

NOTICE: Beginning 11-01-2022, all arrests made by Ovilla PD will be transported and processed at the Ellis County Jail. Red Oak PD did not renew any jail contracts it had with outside agencies.

Calls For Service	October 2022	October 2022 YTD	October 2021	October 2021 YTD
Accident	5	44	4	47
Alarms	23	197	20	171
Arrest	1	42	1	27
Assault/Assault FV	3	13	0	6
Assists	81	795	97	752
Building / House Security Check	305	3171	196	4053
Burglary	0	6	0	3
Burglary of Motor Vehicle	0	5	0	2
Criminal Mischief	1	10	0	3
Disturbance	31	170	16	120
Neighborhood Check	705	7518	610	8617
Other Calls for Service	135	1426	84	895
Suspicious Person	10	114	8	87
Suspicious Vehicle	8	178	14	168
Theft	1	20	0	6
Traffic Assignment/School Enforcement	108	423	37	496
TOTAL CALLS FOR SERVICE	1417	14132	1087	15453

Average Response time for October was 3 MINUTES, 56 SECONDS.

OVILLA POLICE DEPARTMENT
MONTHLY REPORT / OCTOBER 2022

September 2022	TO	October 2022	MILEAGE	MAINTENANCE PERFORMED
Police Unit #	Begin	End	Accrued	
116	116,840	117,216	376	
117	132,636	134,391	1,755	
216	40,267	40,466	199	
119	69,172	71,522	2,350	
120	65,202	66,065	863	
220	62,481	63,603	1,122	New Auxiliary Battery

ADDITIONAL: The renovations to the police department are essentially complete and the lobby is open to the public.

END OF REPORT

Ovilla Fire Department October Monthly Report



Fire Chief Brandon Kennedy

105 S. Cockrell Hill Road
Ovilla Texas, 75154
cityofovilla.org

Mission Statement

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

Summary of Staffing for the Department

- Currently the Department has 1 Firefighter Paramedic position open.
- Currently the Department has 0 Firefighter Basic position open.
- Currently the Department has 4 Volunteer Firefighter position open.

- Current Staffing
 - 2 Chiefs
 - 5 Captains
 - 24 Firefighter Paramedics
 - 6 Firefighter EMT-Basics
 - 8 Volunteer Firefighters
 - Total Staffing of 45 out of 50 positions

- Of the Volunteers on staff,
 - 3 of them are Dual Certified, meaning they have their Fire Certs and EMT Basic and or Paramedic
 - 0 have just their Fire Certs
 - 2 have just their EMT Basic or Paramedic
 - 3 Volunteers do not have any Certification currently.

Grants Report

- Currently working on AFG paperwork to replace the station SCBA fill station. Projected cost of around 75K – 100K.

Summary of Events for the Department

- For the month of October, OFD made a total of 107 calls 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 run 940 calls for service, an average of 94 per month, and are projected to run over 1100 this year.
- Siren Testing complete, and all are working properly.
- New Brush Truck update – We are still waiting for the chassis to be delivered to start production

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)
- **49 / 62** Volunteer shifts were covered, and these **49** shifts we had 4 personnel on the Engine.

Monthly Call Summary

INCIDENT COUNT		
INCIDENT TYPE	# INCIDENTS	
EMS	56	
FIRE	51	
TOTAL	107	
MUTUAL AID		
Aid Type	Total	
Aid Given	15	
Aid Received	2	
OVERLAPPING CALLS		
# OVERLAPPING	% OVERLAPPING	
8	7.48	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	EMS	FIRE
Station 701	0:06:04	0:07:23
AVERAGE FOR ALL CALLS		0:06:27
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)		
Station	EMS	FIRE
Station 701	0:01:28	0:01:28
AVERAGE FOR ALL CALLS		0:01:28
AGENCY	AVERAGE TIME ON SCENE (MM:SS)	
Ovilla Fire Department	23:15	

Fleet Report

Ovilla Fire Department Mileage, Fuel and Maintenance Report for October					
Apparatus	Beginning Mileage	Ending Mileage	Mileage for the Month	Fuel Expenses	Maintenance Expenditures
B701	61,062	61,082	20	\$ -	\$ -
B702	-	-	0	\$ -	\$ -
C701	42,074	42,168	94	\$ -	\$ -
C702	14,641	15,090	449	\$ 98.00	\$ -
S701	114,529	114,648	119	\$ 41.66	\$ -
E701	33,380	33,832	452	\$ 817.75	\$ -
E702	35,251	35,640	389	\$ 268.35	\$ -
Training E703	-	-	0	\$ -	\$ -
R755	22,963	22,997	34	\$ 141.34	\$ -
Station Supplies (Small Equipment Fuel, Propane, Other)				\$ -	\$ 317.82
Totals for the Month			1,557	\$ 1,367.10	\$ 317.82

Maintenance Cost Explanations:**No major expenses to report**

PUBLIC WORKS DIRECTOR REPORT

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

FROM: James Kuykendall, Public Works Director

TOPIC: October 2022 Public Works Overview Report

Employee Report

One position frozen until April 2023

Public Works Project Overview

We are fully operational with the new AMI metering system and have successfully billed our first month and identified and rectified issues. I would welcome all employees and the council to stop by Public Works and look at the system firsthand if you have any questions about the system. Public Works would like to thank all involved for helping make this happen.

Equipment

Still waiting for the parks vehicle that was ordered

Water Department

All regulatory samples were completed and tested negative and water quality tested.

- Total Work Orders Entered 13
- Total Work Order completed 10

Water Wholesale Purchased & Pumped - October 2022

- Gallons pumped – 24.526.000 MGD
- Gallons Billed – 23.940.000 MGD
- Gallons Unbilled - 42.0k
- Builder billed - 2.0k
- Maintenance Flushing – 500 k

All state requirements were completed for the month of August.

507 Johnson Ln. - fixed leaking repair clamp using 2 top bolt repair clamps and a 2ft piece of water pipe

1308 Red Oak Creek Rd. - 1 inch line PVC coupling broke and was replaced with a 1-inch piece of poly pipe and brass coupling

102 Elmwood Dr. - repaired service leak

PUBLIC WORKS DIRECTOR REPORT

103 Ridgeway Gap - replaced leaking angle stop

621 Meadow Lark Dr. - repaired service line leak

410 Broadmoor Ln. - installed 1" meter for new resident

141 Suburban Dr. - fixed broken PVC bushing at the meter

Smart meters - replaced a small number of endpoints that had factory defects, responded to meter tamper alarms, met with customers about leaks that showed up on the new system

Performed water cutoffs

Daily sampling and pump station site check

Daily monitoring chemical feed - CL2 and NH3 feed rate and ratio

Nitrification Action Plan was performed at 5 distribution locations

Monthly BAC-T sampling was completed for the month of October

Performed calibration checks on chlorometer and Hach sl1000 meter

Flushed dead end mains

Read monthly water meters that are still manual reads

Sewer Department

All sewer lift stations are functioning as they should.

Emergency repairs on Heritage lift station (Saturday 10/29/22) station had a power failure that turned out to be a blown fuse at the main power pole.

All stations and wet wells were cleaned

Cleared debris off the arial sewer line behind Bent Tree Ln.

Added degreaser to all lift stations weekly for preventive maintenance

Construction Manager

30 new building permits were issued this month including 5 for new single-family homes.

- Hollywood Estates Lot 24

PUBLIC WORKS DIRECTOR REPORT

L&M Excavation has completed the grading on lot 24 of Hollywood Estates and cleaning the ditches in the city limits. Circle H contractors have met with us regarding the water line installation for this lot and will be starting soon.

- Bryson Manor Phase 3

House plans are being submitted, reviewed, and approved
Homes are under construction throughout the subdivision

- Broadmoor Estates Phase 1

Plans are being submitted, reviewed, and approved
Homes are under construction throughout the subdivision

- Broadmoor Estates Phase 2

Nothing to report

Parks and Facilities

All Parks are maintained and inspected monthly. Below are highlights for the Park Department.

Heritage Park and Founders Park - trash removed and bathrooms cleaned

The baseball field is getting new fencing along the first and third base lines as well as some improvements to the backstop. Field maintenance and improvements continue on a regular basis.

Mowing of parks and city property is on a weekly schedule to maintain groomed appearance

Planning is beginning on the walking trails for Founders Park

The playground equipment for Silver Spur has been delivered

Streets/Drainage

Patched Westmoreland Rd., Red Oak Creek Rd., Johnson Ln., Cockrell Hill Rd. - 6 cy of cold mix was used

Asphalt overlay on Water St. where culverts were installed, laid 5 tons of asphalt

Correct drainage issues in the easement behind 104 Thorntree Dr. - 5 dump truck loads of brush hauled off site and 30 yards of dirt was removed

Excavate drainage ditches on 116 to 128 Water St. to prevent water from draining towards houses, removed 30 yds of dirt from site.



Date: November 14, 2022

To: Honorable Mayor and Council Members

**Subject: Financial Statement Summaries for
October 1, 2021 thru September 30, 2022**

This period covers 100% of the FY2022 Budget.

From:

Sharon Jungman – Finance Director

CITY-WIDE OPERATING FUND TOTALS

For FY2022 Oct. 2021 Thru Sept. 2022



		2021	2022	2022	2022
		Actual	Actual	Adopted & Amended	% of Budget
		To Date	To Date	Budget	Used
TOTAL REVENUES					
100	General Fund	4,256,874	4,396,183	5,182,637	85%
110	Lease	-	940	1,100	85%
120	Street Improvement	94,828	110,395	204,292	54%
130	Court Technology	1,815	3,239	2,000	162%
140	Court Security	2,128	3,872	1,800	215%
200	Water & Utilities	1,515,379	2,263,852	2,593,998	87%
250	WWW Infrastructure Improv.	65,568	68,609	65,000	106%
400	Debt Service Fund	691,810	592,232	562,950	105%
500	Municipal Devel. District	104,934	122,373	333,734	37%
600	4B Economic Devel. Fund	195,038	22,407	433,152	5%
700	Park Impact Fund	335	41,480	11,708	354%
800	Water & Utilities Impact Fund	5,269	673,738	150,450	448%
Total		\$ 6,933,978	\$ 8,299,320	\$ 9,542,821	87%

		2021	2022	2022	2022
		Actual	Actual	Adopted & Amended	% of Budget
		To Date	To Date	Budget	Used
TOTAL EXPENDITURES					
100	General Fund	4,254,122	5,133,713	5,182,637	99%
110	Lease	-	918	1,100	83%
120	Street Improvement	-	204,292	204,292	100%
130	Court Technology	-	-	2,000	0%
140	Court Security	879	879	1,800	49%
200	Water & Utilities	1,748,094	2,187,323	2,593,998	84%
250	WWW Infrastructure Improv.	-	-	65,000	0%
400	Debt Service Fund	570,000	519,959	562,950	92%
500	Municipal Devel. District	251,658	234,021	333,734	70%
600	4B Economic Devel. Fund	23,955	423,164	433,152	98%
700	Park Impact Fund	8,751	41,186	11,708	352%
800	Water & Utilities Impact Fund	-	-	150,450	0%
Total		\$ 6,857,461	\$ 8,745,455	\$ 9,542,821	92%

City of Ovilla
Financial Statement
As of September 30, 2022

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100 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Taxes	59,988.37	247,851.68	(187,863.31)	2,950,737.24	2,961,190.00	99.65%	10,452.76
Licenses-Permits-Fees	46,388.28	12,228.57	34,159.71	459,232.29	146,100.00	314.33%	(313,132.29)
Services	138,924.00	58,771.63	80,152.37	310,816.70	702,631.00	44.24%	391,814.30
Fines & Forfeitures	9,739.37	6,413.02	3,326.35	119,408.16	76,650.00	155.78%	(42,758.16)
Other Revenue	20,114.61	26,402.23	(6,287.62)	428,070.19	314,000.00	136.33%	(114,070.19)
Transfers	7,500.00	119,279.64	(111,779.64)	7,500.00	982,066.00	0.76%	974,566.00
Intergovernmental	0.00	0.00	0.00	120,418.52	0.00	0.00%	(120,418.52)
Revenue Totals	<u>282,654.63</u>	<u>470,946.77</u>	<u>(188,292.14)</u>	<u>4,396,183.10</u>	<u>5,182,637.00</u>	<u>84.83%</u>	<u>786,453.90</u>
Expense Summary							
Personnel	256,761.09	178,517.30	78,243.79	2,153,563.84	2,181,841.00	98.70%	28,277.16
Employee Benefits	44,053.98	47,441.47	(3,387.49)	451,235.43	488,806.00	92.31%	37,570.57
Special Services	8,532.00	(36,807.74)	45,339.74	76,935.44	117,757.00	65.33%	40,821.56
Contractual Services	112,287.84	19,612.88	92,674.96	497,074.06	316,185.00	157.21%	(180,889.06)
Operating Services	13,649.71	10,787.03	2,862.68	93,346.94	91,827.00	101.66%	(1,519.94)
Special Expenses	52,697.18	30,327.58	22,369.60	62,722.46	60,250.00	104.10%	(2,472.46)
Supplies	13,050.93	(654.08)	13,705.01	57,866.06	60,773.00	95.22%	2,906.94
Professional Development	6,018.56	2,473.33	3,545.23	23,548.52	29,075.00	80.99%	5,526.48
Software & Computer Equipment	6,596.90	6,865.72	(268.82)	77,278.75	82,100.00	94.13%	4,821.25
Printing Expense	2,091.90	582.16	1,509.74	19,297.46	17,840.00	108.17%	(1,457.46)
Utilities	72,359.48	34,259.23	38,100.25	393,983.57	409,855.00	96.13%	15,871.43
Repairs - Bldg & Machinery	63,633.18	20,242.29	43,390.89	293,498.04	246,815.00	118.91%	(46,683.04)
Other Expense	14,955.50	12,563.96	2,391.54	105,936.50	109,114.00	97.09%	3,177.50
Minor Capital Outlay	65,677.95	12,764.11	52,913.84	113,455.54	109,292.00	103.81%	(4,163.54)
Capital Outlay	328,550.70	123,343.76	205,206.94	581,235.06	759,609.00	76.52%	178,373.94
Insurance	544.00	4,199.87	(3,655.87)	44,911.57	50,398.00	89.11%	5,486.43
Vehicle Expenses	11,274.72	4,037.84	7,236.88	90,320.54	47,800.00	188.96%	(42,520.54)
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Rentals	0.00	276.21	(276.21)	2,861.27	3,300.00	86.71%	438.73
Reserve	0.00	0.00	0.00	(2,853,135.40)	0.00	0.00%	2,853,135.40
Long Term Debt	0.00	0.00	0.00	2,847,777.02	0.00	0.00%	(2,847,777.02)
Expense Totals	<u>1,072,735.62</u>	<u>470,832.92</u>	<u>601,902.70</u>	<u>5,133,712.67</u>	<u>5,182,637.00</u>	<u>99.06%</u>	<u>48,924.33</u>

City of Ovilla
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110 - LEOSE	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Other Revenue	0.00	91.63	(91.63)	939.85	1,100.00	85.44%	160.15
Revenue Totals	0.00	91.63	(91.63)	939.85	1,100.00	85.44%	160.15
Expense Summary							
Professional Development	0.00	92.07	(92.07)	918.00	1,100.00	83.45%	182.00
Expense Totals	0.00	92.07	(92.07)	918.00	1,100.00	83.45%	182.00

City of Ovilla
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120 - Street Improvement Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Taxes	9,520.56	6,538.71	2,981.85	110,395.15	78,120.00	141.31%	(32,275.15)
Transfers	0.00	10,514.37	(10,514.37)	0.00	126,172.00	0.00%	126,172.00
Revenue Totals	<u>9,520.56</u>	<u>17,053.08</u>	<u>(7,532.52)</u>	<u>110,395.15</u>	<u>204,292.00</u>	<u>54.04%</u>	<u>93,896.85</u>
Expense Summary							
Capital Outlay	204,292.00	17,099.28	187,192.72	204,292.00	204,292.00	100.00%	0.00
Expense Totals	<u>204,292.00</u>	<u>17,099.28</u>	<u>187,192.72</u>	<u>204,292.00</u>	<u>204,292.00</u>	<u>100.00%</u>	<u>0.00</u>

City of Ovilla
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130 - Court Technology	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	271.40	167.40	104.00	3,238.87	2,000.00	161.94%	(1,238.87)
Revenue Totals	271.40	167.40	104.00	3,238.87	2,000.00	161.94%	(1,238.87)
Expense Summary							
Software & Computer Equipment	0.00	166.63	(166.63)	0.00	2,000.00	0.00%	2,000.00
Expense Totals	0.00	166.63	(166.63)	0.00	2,000.00	0.00%	2,000.00

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140 - Court Security	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	324.21	150.66	173.55	3,871.65	1,800.00	215.09%	(2,071.65)
Revenue Totals	<u>324.21</u>	<u>150.66</u>	<u>173.55</u>	<u>3,871.65</u>	<u>1,800.00</u>	<u>215.09%</u>	<u>(2,071.65)</u>
Expense Summary							
Other Expense	79.95	83.70	(3.75)	879.45	1,000.00	87.95%	120.55
Reserve	<u>0.00</u>	<u>66.96</u>	<u>(66.96)</u>	<u>0.00</u>	<u>800.00</u>	<u>0.00%</u>	<u>800.00</u>
Expense Totals	<u>79.95</u>	<u>150.66</u>	<u>(70.71)</u>	<u>879.45</u>	<u>1,800.00</u>	<u>48.86%</u>	<u>920.55</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
Revenue Summary							
Services	260,670.96	115,407.68	145,263.28	1,956,053.63	1,378,825.00	141.86%	(577,228.63)
Other Revenue	2.28	6,700.24	(6,697.96)	96,547.95	80,050.00	120.61%	(16,497.95)
Transfers	13,750.00	96,977.22	(83,227.22)	211,250.00	1,135,123.00	18.61%	923,873.00
Revenue Totals	<u>274,423.24</u>	<u>219,085.14</u>	<u>55,338.10</u>	<u>2,263,851.58</u>	<u>2,593,998.00</u>	<u>87.27%</u>	<u>330,146.42</u>
Expense Summary							
Personnel	38,859.13	30,371.77	8,487.36	345,974.13	362,760.00	95.37%	16,785.87
Employee Benefits	9,578.56	8,914.49	664.07	98,957.22	106,544.00	92.88%	7,586.78
Special Services	5,659.00	16,313.40	(10,654.40)	29,695.06	195,752.00	15.17%	166,056.94
Contractual Services	4,450.00	1,030.53	3,419.47	19,311.00	18,900.00	102.17%	(411.00)
Operating Services	4,416.77	2,703.61	1,713.16	27,452.54	32,420.00	84.68%	4,967.46
Supplies	605.57	944.71	(339.14)	9,238.93	10,800.00	85.55%	1,561.07
Professional Development	350.00	460.35	(110.35)	3,830.96	5,500.00	69.65%	1,669.04
Software & Computer Equipment	1,049.95	1,086.78	(36.83)	13,059.92	13,000.00	100.46%	(59.92)
Printing Expense	858.13	316.63	541.50	4,165.70	3,800.00	109.62%	(365.70)
Other Expense	722.40	3,349.73	(2,627.33)	11,869.50	39,954.00	29.71%	28,084.50
Capital Outlay	102,832.06	49,924.21	52,907.85	564,316.66	659,562.00	85.56%	95,245.34
Rentals	0.00	125.55	(125.55)	0.00	1,500.00	0.00%	1,500.00
Special Expenses	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Vehicle Expenses	1,262.02	727.75	534.27	8,051.28	8,700.00	92.54%	648.72
Utilities	193,050.64	78,986.82	114,063.82	971,910.70	943,910.00	102.97%	(28,000.70)
Repairs - Bldg & Machinery	7,693.48	9,717.86	(2,024.38)	50,440.17	49,600.00	101.69%	(840.17)
Minor Capital Outlay	4,557.30	625.88	3,931.42	8,538.45	7,500.00	113.85%	(1,038.45)
Reserve	0.00	9,240.48	(9,240.48)	0.00	110,400.00	0.00%	110,400.00
Insurance	0.00	973.75	(973.75)	10,139.42	11,685.00	86.77%	1,545.58
Long Term Debt	0.00	2,927.75	(2,927.75)	10,371.34	11,711.00	88.56%	1,339.66
Expense Totals	<u>375,945.01</u>	<u>218,742.05</u>	<u>157,202.96</u>	<u>2,187,322.98</u>	<u>2,593,998.00</u>	<u>84.32%</u>	<u>406,675.02</u>

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250 - WWW Infrastructure Improvements	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Services	5,668.62	5,440.50	228.12	68,608.55	65,000.00	105.55%	(3,608.55)
Revenue Totals	5,668.62	5,440.50	228.12	68,608.55	65,000.00	105.55%	(3,608.55)
Expense Summary							
Reserve	0.00	5,440.50	(5,440.50)	0.00	65,000.00	0.00%	65,000.00
Expense Totals	0.00	5,440.50	(5,440.50)	0.00	65,000.00	0.00%	65,000.00

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400 - Debt Service Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Other Revenue	0.00	8.37	(8.37)	1.73	100.00	1.73%	98.27
Transfers	0.00	9,240.48	(9,240.48)	0.00	110,400.00	0.00%	110,400.00
Taxes	2,604.33	37,870.12	(35,265.79)	592,230.31	452,450.00	130.89%	(139,780.31)
Revenue Totals	<u>2,604.33</u>	<u>47,118.97</u>	<u>(44,514.64)</u>	<u>592,232.04</u>	<u>562,950.00</u>	<u>105.20%</u>	<u>(29,282.04)</u>
Expense Summary							
Long Term Debt	0.00	47,118.97	(47,118.97)	519,959.04	562,950.00	92.36%	42,990.96
Expense Totals	<u>0.00</u>	<u>47,118.97</u>	<u>(47,118.97)</u>	<u>519,959.04</u>	<u>562,950.00</u>	<u>92.36%</u>	<u>42,990.96</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
Revenue Summary							
Taxes	10,803.53	6,642.52	4,161.01	120,299.74	79,360.00	151.59%	(40,939.74)
Other Revenue	149.08	251.10	(102.02)	2,073.53	3,000.00	69.12%	926.47
Transfers	0.00	26,031.13	(26,031.13)	0.00	251,374.00	0.00%	251,374.00
Revenue Totals	<u>10,952.61</u>	<u>32,924.75</u>	<u>(21,972.14)</u>	<u>122,373.27</u>	<u>333,734.00</u>	<u>36.67%</u>	<u>211,360.73</u>
Expense Summary							
Special Services	0.00	182.88	(182.88)	2,184.00	2,184.00	100.00%	0.00
Supplies	0.00	8.37	(8.37)	0.00	100.00	0.00%	100.00
Insurance	0.00	37.72	(37.72)	195.96	450.00	43.55%	254.04
Reserve	0.00	41.63	(41.63)	0.00	500.00	0.00%	500.00
Capital Outlay	210,141.00	32,625.00	177,516.00	231,641.00	330,500.00	70.09%	98,859.00
Expense Totals	<u>210,141.00</u>	<u>32,895.60</u>	<u>177,245.40</u>	<u>234,020.96</u>	<u>333,734.00</u>	<u>70.12%</u>	<u>99,713.04</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
Revenue Summary							
Taxes	19,041.11	12,973.50	6,067.61	220,790.29	155,000.00	142.45%	(65,790.29)
Other Revenue	434.28	401.76	32.52	6,617.10	4,800.00	137.86%	(1,817.10)
Transfers	0.00	22,879.58	(22,879.58)	0.00	273,352.00	0.00%	273,352.00
Revenue Totals	<u>19,475.39</u>	<u>36,254.84</u>	<u>(16,779.45)</u>	<u>227,407.39</u>	<u>433,152.00</u>	<u>52.50%</u>	<u>205,744.61</u>
Expense Summary							
Grant Expense	0.00	416.63	(416.63)	0.00	5,000.00	0.00%	5,000.00
Reserve	7,500.00	627.75	6,872.25	7,500.00	7,500.00	100.00%	0.00
Special Services	0.00	590.05	(590.05)	6,552.00	7,052.00	92.91%	500.00
Supplies	0.00	16.74	(16.74)	0.00	200.00	0.00%	200.00
Professional Development	0.00	176.35	(176.35)	1,000.00	3,305.00	30.26%	2,305.00
Printing Expense	0.00	33.48	(33.48)	0.00	400.00	0.00%	400.00
Repairs - Bldg & Machinery	0.00	956.43	(956.43)	6,695.00	6,695.00	100.00%	0.00
Insurance	0.00	41.85	(41.85)	216.71	500.00	43.34%	283.29
Other Expense	0.00	(86.54)	86.54	1,200.00	2,500.00	48.00%	1,300.00
Capital Outlay	0.00	33,333.37	(33,333.37)	400,000.00	400,000.00	100.00%	0.00
Expense Totals	<u>7,500.00</u>	<u>36,106.11</u>	<u>(28,606.11)</u>	<u>423,163.71</u>	<u>433,152.00</u>	<u>97.69%</u>	<u>9,988.29</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
Revenue Summary							
Services	2,341.64	980.03	1,361.61	41,480.48	11,708.00	354.29%	(29,772.48)
Other Revenue	0.01	0.00	0.01	0.01	0.00	0.00%	(0.01)
Revenue Totals	<u>2,341.65</u>	<u>980.03</u>	<u>1,361.62</u>	<u>41,480.49</u>	<u>11,708.00</u>	<u>354.29%</u>	<u>(29,772.49)</u>
Expense Summary							
Minor Capital Outlay	11,968.70	975.63	10,993.07	11,968.70	11,708.00	102.23%	(260.70)
Capital Outlay	29,217.00	0.00	29,217.00	29,217.00	0.00	0.00%	(29,217.00)
Expense Totals	<u>41,185.70</u>	<u>975.63</u>	<u>40,210.07</u>	<u>41,185.70</u>	<u>11,708.00</u>	<u>351.77%</u>	<u>(29,477.70)</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
Revenue Summary							
Services	49,542.46	12,584.35	36,958.11	673,716.75	150,350.00	448.10%	(523,366.75)
Other Revenue	6.31	8.37	(2.06)	21.55	100.00	21.55%	78.45
Revenue Totals	<u>49,548.77</u>	<u>12,592.72</u>	<u>36,956.05</u>	<u>673,738.30</u>	<u>150,450.00</u>	<u>447.82%</u>	<u>(523,288.30)</u>
Expense Summary							
Reserve	0.00	12,592.72	(12,592.72)	0.00	150,450.00	0.00%	150,450.00
Expense Totals	<u>0.00</u>	<u>12,592.72</u>	<u>(12,592.72)</u>	<u>0.00</u>	<u>150,450.00</u>	<u>0.00%</u>	<u>150,450.00</u>



Date: November 14, 2022

To: Honorable Mayor and Council Members

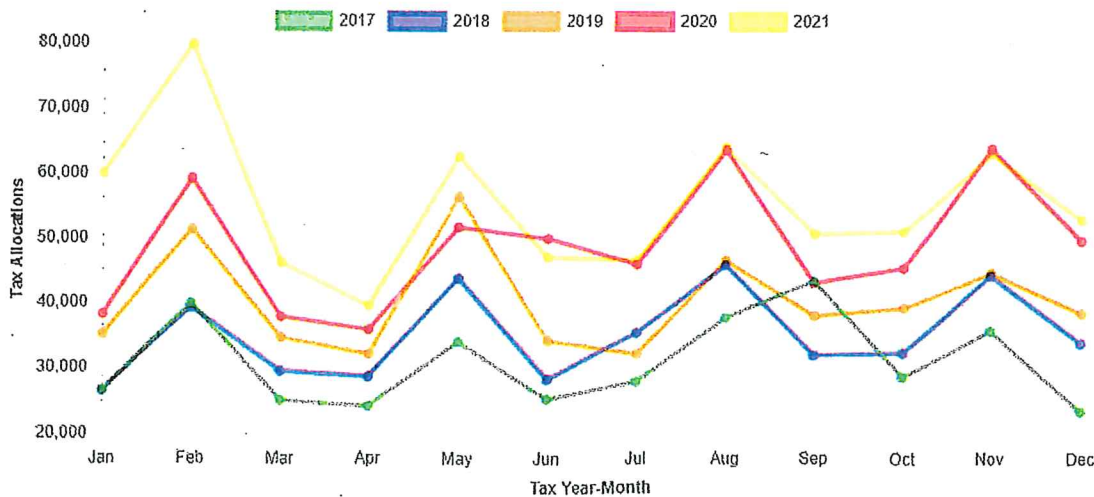
Subject: Analysis of Sales Tax Received

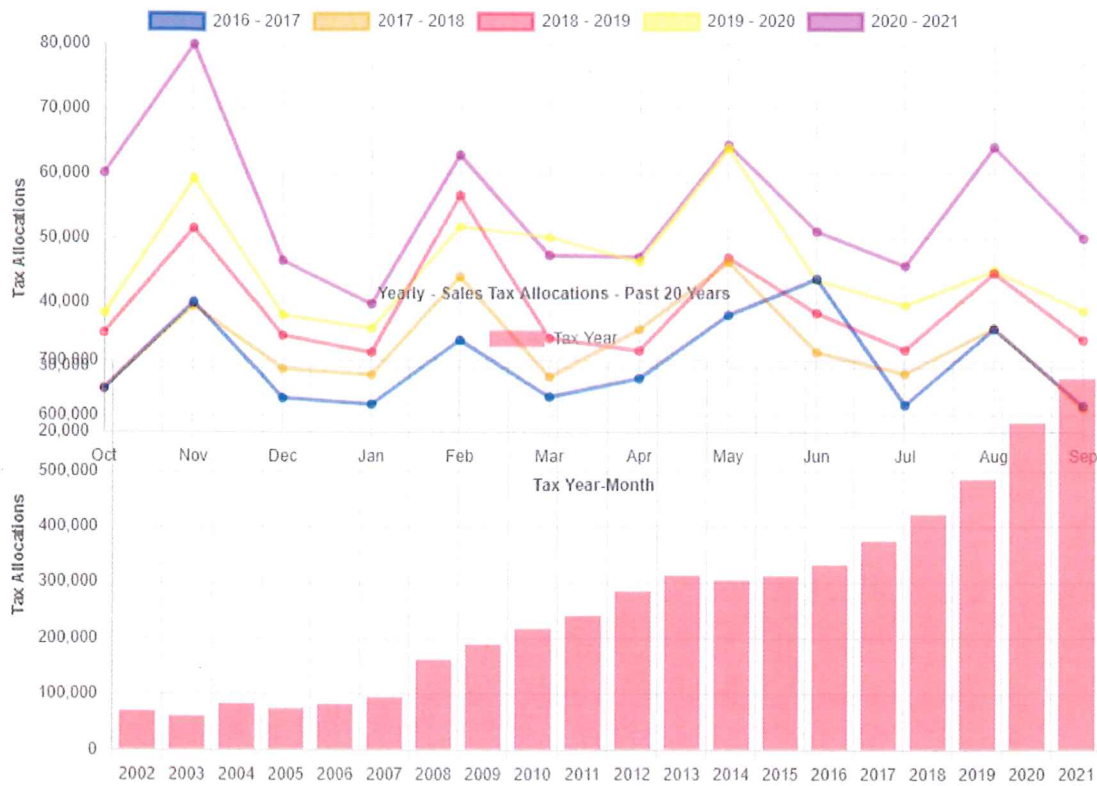
From:

Sharon Jungman – Finance Director

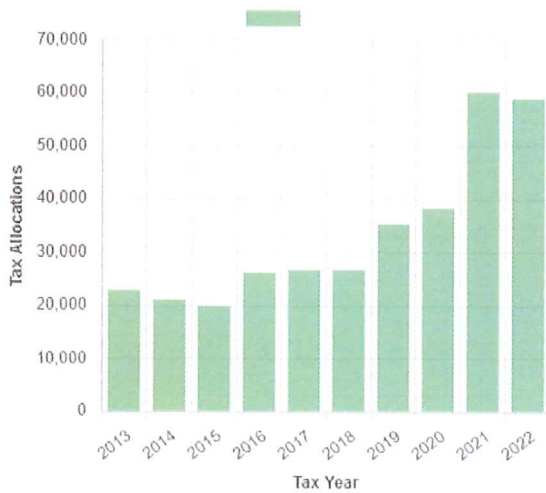
Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2023	\$65,568	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$65,568
2022	\$51,406	\$63,357	\$53,208	\$58,988	\$76,930	\$49,301	\$47,808	\$69,383	\$51,255	\$52,703	\$131,782	\$66,644	\$772,766
2021	\$45,726	\$64,070	\$49,935	\$60,141	\$79,903	\$46,510	\$39,794	\$62,872	\$47,381	\$47,061	\$64,377	\$51,057	\$658,827
2020	\$39,571	\$45,017	\$38,679	\$38,373	\$59,305	\$38,067	\$36,013	\$51,866	\$50,201	\$46,341	\$63,885	\$43,486	\$550,803
2019	\$32,634	\$44,607	\$34,108	\$35,314	\$51,566	\$34,854	\$32,252	\$56,654	\$34,427	\$32,452	\$46,975	\$38,370	\$474,213
2018	\$28,959	\$36,065	\$23,588	\$26,767	\$39,504	\$29,705	\$28,796	\$44,064	\$28,466	\$35,800	\$46,299	\$32,272	\$400,285
2017	\$24,186	\$35,971	\$23,979	\$26,736	\$40,158	\$25,236	\$24,304	\$34,229	\$25,440	\$28,255	\$38,111	\$43,766	\$370,370
2016	\$25,405	\$34,971	\$21,425	\$26,277	\$37,994	\$22,634	\$22,413	\$33,715	\$24,531	\$22,980	\$33,792	\$23,408	\$329,544
2015	\$17,904	\$29,706	\$19,217	\$19,989	\$32,408	\$21,627	\$19,021	\$37,359	\$24,990	\$21,738	\$31,535	\$21,477	\$296,972
2014	\$21,664	\$33,425	\$23,190	\$21,198	\$38,106	\$22,176	\$22,221	\$42,904	\$21,895	\$20,357	\$29,955	\$18,445	\$315,536
2013	\$20,450	\$30,354	\$20,065	\$23,004	\$36,348	\$21,688	\$18,041	\$35,277	\$20,966	\$24,886	\$31,214	\$22,980	\$305,275
2012	\$19,273	\$34,403	\$17,681	\$17,687	\$37,350	\$16,693	\$15,341	\$36,082	\$21,516	\$20,324	\$27,774	\$20,964	\$285,087
2011	\$13,498	\$29,965	\$11,131	\$12,209	\$25,077	\$15,882	\$11,778	\$30,951	\$13,231	\$14,801	\$27,676	\$17,662	\$223,860
2010	\$11,473	\$27,282	\$9,473	\$11,492	\$25,689	\$12,557	\$11,203	\$31,813	\$15,236	\$14,325	\$26,311	\$14,269	\$211,123
2009	\$12,027	\$27,919	\$11,234	\$10,492	\$23,854	\$11,289	\$12,069	\$24,052	\$11,950	\$10,438	\$23,632	\$13,039	\$191,995
2008	\$5,185	\$14,737	\$6,487	\$3,989	\$13,199	\$13,609	\$6,597	\$14,757	\$10,507	\$12,684	\$24,070	\$11,541	\$137,362
2007	\$5,562	\$14,548	\$3,609	\$3,289	\$11,562	\$4,912	\$4,582	\$14,413	\$5,511	\$6,417	\$11,912	\$5,287	\$91,603
2006	\$3,847	\$13,497	\$9,764	\$3,365	\$11,578	\$3,583	\$3,204	\$12,215	\$2,630	\$3,299	\$13,670	\$4,491	\$85,144
2005	\$2,434	\$11,461	\$3,572	\$2,895	\$10,674	\$2,183	\$2,675	\$9,695	\$2,710	\$2,499	\$10,503	\$3,033	\$64,333
2004	\$2,356	\$10,702	\$2,606	\$2,033	\$8,565	\$3,236	\$1,809	\$9,507	\$24,612	\$2,762	\$9,009	\$3,690	\$80,888

Monthly - Sales Tax Allocations - By Calendar Year

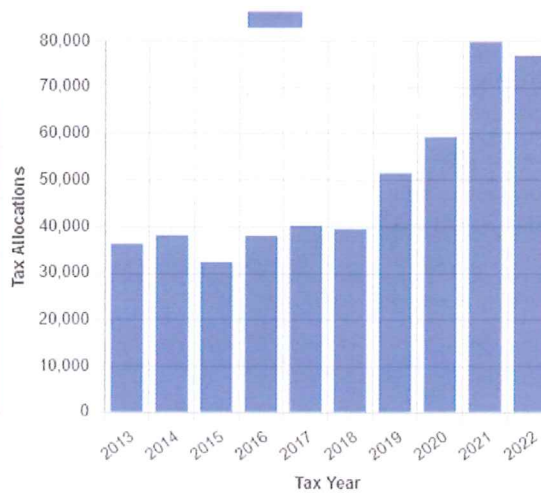




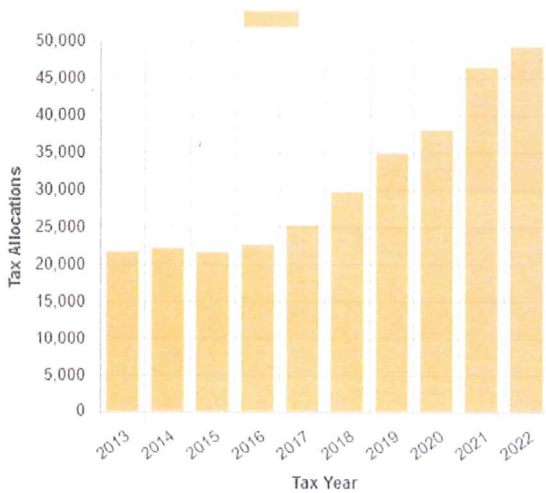
January - Sales Tax Allocations by Year



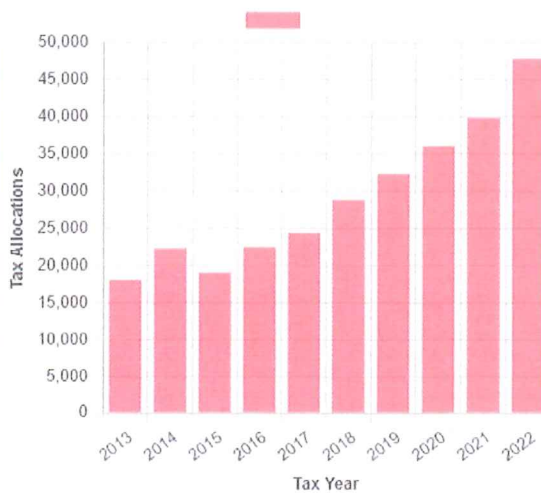
February - Sales Tax Allocations by Year

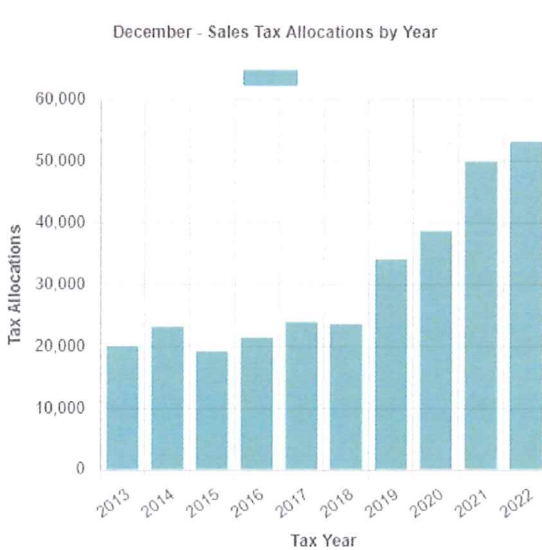
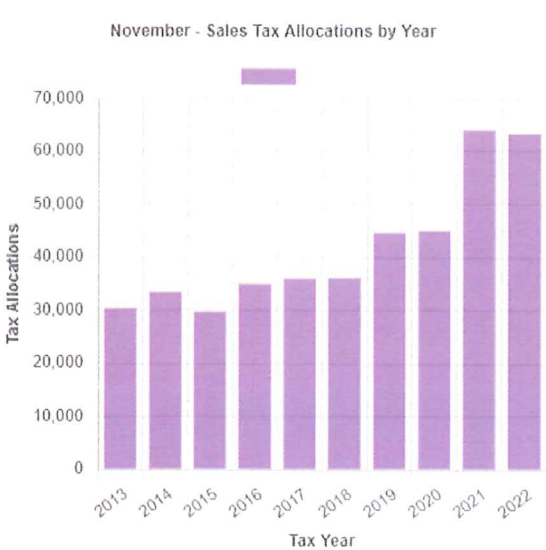
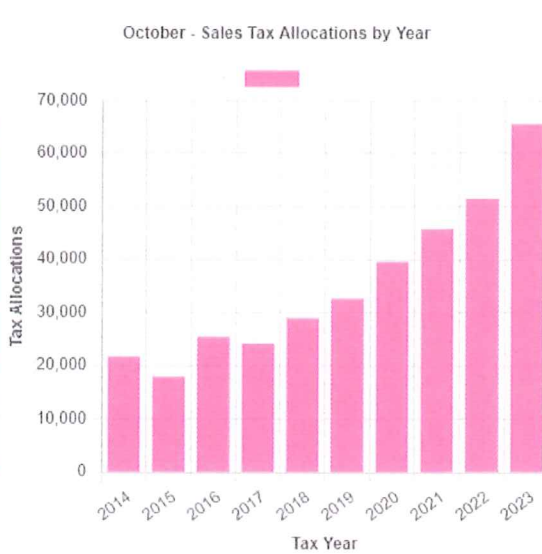
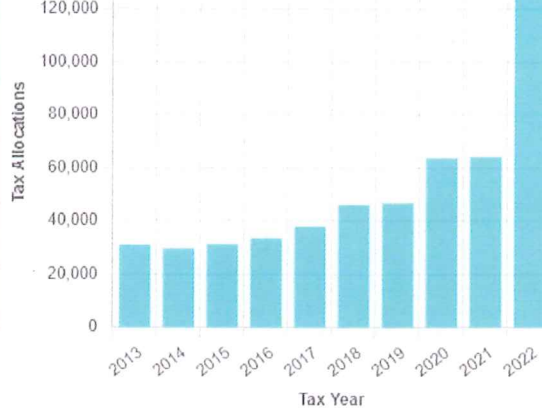
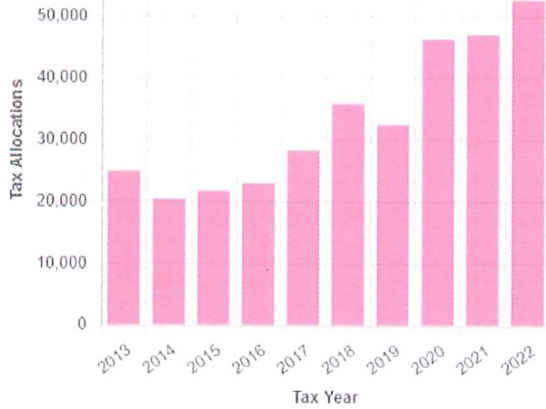
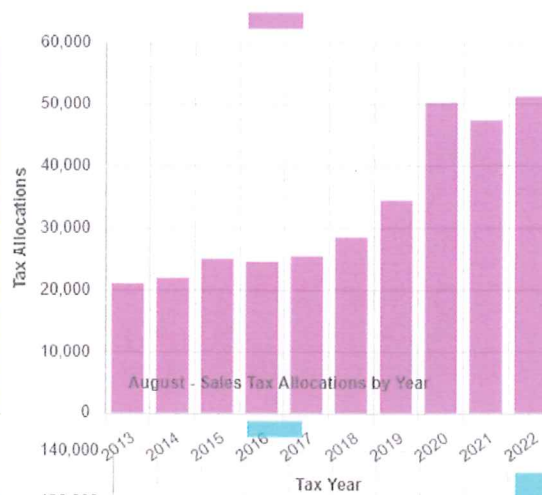
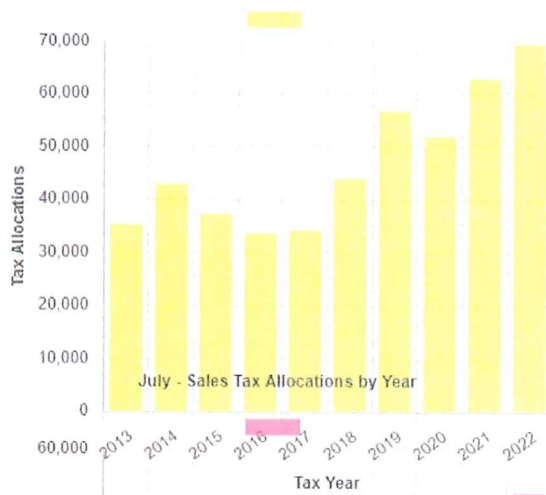


March - Sales Tax Allocations by Year



April - Sales Tax Allocations by Year





BUILDING PERMITS OCTOBER 2022

Date Issued	Applicant First Name	Applicant Last Name	Property Address	Permit Number	Proposed Use	Valuation Bldg	Valuation Bldg w Land	Fees Due	Living Sq Ft	Total Sq Ft	Property County
10/13/2022	JOHN HOUSTON HOMES		7430 PISTACHE LN	2022-0070	NEW SINGLE FAMILY RESIDENTIAL	495690	560690	8300.14	3239	4114	ELLIS
10/19/2022	JOHN HOUSTON HOMES		7440 PISTACHE LN	2022-0082	NEW SINGLE FAMILY RESIDENTIAL	463065	528065	7698.44	2802	3567	ELLIS
10/11/2022	JOHN HOUSTON HOMES		7431 BALD CYPRESS DR	2022-0169	NEW SINGLE FAMILY RESIDENTIAL	669145	749145	8504.74	3527	4300	ELLIS
10/7/2022	FIRST TEXAS HOMES		410 BROADMOOR LN	2022-0428	NEW SINGLE FAMILY RESIDENTIAL	840950	919950	21826.07	5406	6976	ELLIS
10/3/2022	MEAGAN	COMBS	7030 JUDY DR	2022-0523	FENCE	128456	128456	25	0	0	ELLIS
10/6/2022	RYAN	FILO	531 SAVANNAH DR	2022-0533	SOLAR	48645	0	325	1076	1076	ELLIS
10/3/2022	OMAR	KEYSER	640 E HIGHLAND RD	2022-0535	SOLAR	12000	0	325	0	0	ELLIS
10/18/2022	MISSY	WOODS	104 CUMBERLAND CT	2022-0537	INSTALL FIBEROPTICS FOR AT&T	0	0	0	0	0	ELLIS
10/11/2022	AQUATROL IRRIGATION		3770 CHERRY LAUREL LN	2022-0538	IRRIGATION	3600	0	25	0	0	ELLIS
10/11/2022	AQUATROL IRRIGATION		7441 DESERT WILLOW LN	2022-0539	IRRIGATION	3600	0	25	0	0	ELLIS
10/4/2022	BRANDON	BOLSIUS	317 FOUNTAIN CREEK CT	2022-0544	ROOF	14941.31	14941.31	50	5319	5319	ELLIS
10/5/2022	ELITE ROOFING LLC		808 COCKRELL HILL RD	2022-0545	ROOF	18805.32	0	50	4500	4500	DALLAS
10/11/2022	DANNY	CARVALHO	7421 BALD CYPRESS DR	2022-0546	FENCE	5650	0	25	0	0	ELLIS
10/27/2022	GEORGIA	FITZHUGH	120 WATER ST	2022-0549	FLATWORK	1400	0	40	0	0	ELLIS
10/13/2022	RAYMOND	WIGGINS	7450 DESERT WILLOW LN	2022-0550	IRRIGATION	3600	0	25	0	0	ELLIS
10/13/2022	RAYMOND	WIGGINS	7821 BALD CYPRESS DR	2022-0551	IRRIGATION	3600	0	25	0	0	ELLIS
10/14/2022	MICHAEL	JOHNSON	400 CHEYENNE MOUNTAIN DR	2022-0552	IRRIGATION	1100	1100	25	0	0	ELLIS
10/14/2022	LEXI	HARRIS	103 HOLLY LN	2022-0553	Roof Mounted Solar Installation	76368	0	325	0	0	ELLIS
10/18/2022	AQUATROL IRRIGATION		7411 PISTACHE LN	2022-0555	IRRIGATION	3600	0	25	0	0	ELLIS
10/18/2022	AQUATROL IRRIGATION		7421 PISTACHE LN	2022-0556	IRRIGATION	3600	0	25	0	0	ELLIS
10/18/2022	AQUATROL IRRIGATION		7431 PISTACHE LN	2022-0557	IRRIGATION	3600	0	25	0	0	ELLIS
10/26/2022	TIMBERWOLF OUTDOOR SOLUTIONS		341 CHEYENNE MOUNTAIN DR	2022-0558	ACCESSORY BUILDING WITH ELECTRICAL	49995	0	680.69	0	0	ELLIS
10/19/2022	NAVOR	DIAZ	746 COCKRELL HILL RD	2022-0559	FLATWORK	800	0	40	0	0	ELLIS
10/28/2022	SCOTT	MILLER	310 BROADMOOR LN	2022-0560	FENCE	3100	0	25	0	0	ELLIS
10/28/2022	SCOTT	MILLER	370 BROADMOOR LN	2022-0561	FENCE	3900	0	25	0	0	ELLIS
10/20/2022	A OASIS LANDSCAPING		7421 BALD CYPRESS DR	2022-0562	IRRIGATION	6500	0	25	0	0	ELLIS
10/24/2022	STEVEN L & ELIZABETH N	GANN	516 SAVANNAH DR	2022-0566	DUMPSTER	0	0	0	0	0	ELLIS
10/25/2022	TOMMY	MOCK	7450 DESERT WILLOW LN	2022-0567	FENCE	5000	0	25	0	0	ELLIS
10/31/2022	AGC CUSTOM HOMES		3911 MONTERREY OAK WAY	2022-0568	NEW SINGLE FAMILY RESIDENTIAL	525000	0	8176.94	2813	4002	ELLIS
10/25/2022	MICHAEL	STOVALL	133 MEADOW GLEN LN	2022-0571	PLUMBING	1500	0	125	0	0	ELLIS

Ovilla Municipal Court Report

FY-2022-2023	Total Traffic Cases Filed	City Ordinance Filed	Total Revenue	Amount Kept by City	Amount sent to State	Warrants Issued	Warrants Cleared	Uncontested Disposition	Defensive Driving	Deferred Disposition	Compliance Dismissals	Trial
October	97	6	\$24,989.20	\$15,889.60	\$9,099.60	0	15	40	21	46	0	0
November												
December												
January												
February												
March												
April												
May												
June												
July												
August												
September												
Totals												

2021-2022 FY

October	71	0	\$13,069.50	\$8,205.41	\$4,864.09	28
FY Totals	71	0	\$13,069.50	\$8,205.41	\$4,864.09	28

Staffing

Full Time Court Clerk	1
Full Time Deputy Court Clerk	2
Judge	1
Prosecutor	1
Alternate Judge	1

MONTHLY REPORT A CONCERNS OCTOBER 2022

Department Assigned	Concern Address	Concern Description	Date Entered	Date Closed
Animal Services	3910 CYPRESS STUMP CT	PUBLIC NUISANCE BARKING DOG	10/12/2022	
Animal Services	370 CHEYENNE MOUNTAIN DR	skunk in new home under construction	10/4/2022	10/5/2022
Animal Services	101 ELMWOOD DR	received call from neighbor, dogs loose chasing passer by	10/4/2022	10/4/2022
Code Enforcement	3750 CHERRY LAUREL LN	HIGH GRASS AND WEEDS	10/31/2022	
Code Enforcement	3761 CHERRY LAUREL LN	HIGH GRASS AND WEEDS	10/31/2022	
Code Enforcement	3751 CHERRY LAUREL LN	HIGH GRASS AND WEEDS	10/31/2022	
Code Enforcement	221 LARIAT TRL	PUBLIC NUISANCE OUTSIDE STORAGE	10/31/2022	
Code Enforcement	100 OAKWOOD LN	HIGH GRASS AND WEEDS	10/24/2022	
Code Enforcement	106 WOODRIDGE CT	We put out brush yesterday on bulk pickup day. It was not picked up. Other large amounts of brush on our block haven't been picked up in 6 weeks. All are in compliance for size. Our block looks awful, but the company simply does not touch it. Can something be done to get the company to pick it up?	10/21/2022	
Code Enforcement	128 MEADOW GLEN LN	This property is not being maintained and due to their negligence my area is being over ran by mosquitos. My husband has treated and made sure our back yard is cut weekly and sprayed but it does not help that this is so overgrown. Possibly a feeding ground for rodents, snakes, spiders etc...My daughters are 2 and 5 and today just in a couple of minutes being outside were bitten by mosquitos which in turn has become infected and therefore caused them to be diagnosed with cellulite's which requires antibiotics. I attached pictures and I hope the city notifies this home owner to take care of this asap.	10/12/2022	
Code Enforcement	3750 CHERRY LAUREL LN	REPORT OF HIGH GRASS AND WEEDS AT THIS VACANT LOT	10/20/2022	
Code Enforcement	121 SUBURBAN DR	HIGH GRASS AND WEEDS	10/18/2022	
Code Enforcement	744A COCKRELL HILL RD	HIGH GRASS AND WEEDS	10/12/2022	
Code Enforcement	812 COCKRELL HILL RD	We put out bulk trash at least 8 weeks ago, and it hasn't been picked up. We've been contacting CWD for about a month now, and it still hasn't been picked up. When we speak with customer service, they say they're going to send someone out, but they either don't come or they don't pick up the bulk waste. Because they hadn't been coming out, the pile had accumulated. CWD tagged it, said it didn't meet code, and left it. So we created four piles that are within code. The first service/confirmation number is 1309701. The second service/confirmation number is 1313437. We emailed Isabel in customer service today and enclosed the picture that I will be attaching to this concern.	10/7/2022	
Code Enforcement	611 GEORGETOWN RD	ZONING VIOLATION COMMERCIAL BUSINESS IN RESIDENTIAL ZONE	10/4/2022	

Department Assigned	Concern Address	Concern Description	Date Entered	Date Closed
Drainage	603 OVILLA OAKS DR	Need to shoot grade on drainage 603 Ovilla Oaks Dr and excavate high spots	10/28/2022	
Drainage	105 COCKRELL HILL RD	Daylight culvert and clean culverts with jet machine 805-817 Cockrell Hill Rd.	10/20/2022	
Drainage	116 WATER ST	clean out drainage 116-128 Water st to keep water runoff from going towards houses	10/12/2022	
Drainage	104 THORNTREE DR	clean out silted drainage easement and cut out brush and debri out of easement	10/12/2022	
Facilities	105 COCKRELL HILL RD	REMOVE EDC AND ADD: NOV 7 P&Z 6PM NOV 11 CITY OFFICES CLOSED NOV 14 CITY COUNCIL 6:30P	10/18/2022	10/20/2022
Facilities	105 COCKRELL HILL RD	PLEASE ADD: OCT 17 EDC 6PM	10/13/2022	10/14/2022
Facilities	105 COCKRELL HILL RD	I need to move some things from Heritage Day from the chamber out to the shed and make sure the decorations are in tubs.	10/7/2022	10/11/2022
Facilities	105 COCKRELL HILL RD	PLEASE REMOVE OCT 3 P&Z 6PM	10/5/2022	10/7/2022
Garbage	221 LARIAT TRL	CONSTRUCTION DEBRIS HAS BEEN SITTING OUT AT THE STREET FOR SEVERAL WEEKS	10/28/2022	
Parks	105 COCKRELL HILL RD	Packets are ready for pick up and delivery to the EDC Board. Thank you!!	10/14/2022	
Parks	105 COCKRELL HILL RD	We are needing the council chambers set up for the meeting tonight. I have partially gotten it together but could use some help for the heavy lifting. Thank you!	10/3/2022	
Street Department	117 WATER ST	Asphalt overlay 117 Water St.	10/28/2022	
Street Department	680 WESTMORELAND RD	Daylight culvert across driveway and clean culvert with jet machine	10/20/2022	
Water/Wastewater	141 SUBURBAN DR	PLUMBER ADVISED HER THERE IS A LEAK ON HER SIDE OF THE METER BUT SHE WOULD LIKE US TO CHECK TO MAKE SURE SINCE WE PUT IN THE NEW METER. CONTACT MS. SHORTNACY AT 214-502-4422.	10/31/2022	
Water/Wastewater	835 COCKRELL HILL RD	PLEASE CONNECT METER FOR NEW CUSTOMER. M/N 75057921	10/27/2022	
Water/Wastewater	100 DUSTY OAK TRL	PLEASE TURN OFF METER AS CUSTOMER IS GOING OUT OF STATE. ACCOUNT PUT IN VACATION MODE.	10/27/2022	
Water/Wastewater	371 PENROSE DR	PER FIRST TEXAS HOMES PLEASE DISCONTINUE THEIR SERVICE AT THIS ADDRESS. PLEASE GET A READING AND TURN OFF WATER.	10/26/2022	
Water/Wastewater	410 BROADMOOR LN	NEED TO INSTALL 1` WATER METER	10/19/2022	10/25/2022

Department Assigned	Concern Address	Concern Description	Date Entered	Date Closed
Water/Wastewater	523 JOHNSON LN	<p>From: Alan Whittaker <awhittaker30@hotmail.com> Sent: Sunday, October 23, 2022 6:57 PM To: Pam Woodall <PWoodall@cityofovilla.org> Cc: Daniel Durham <ddurham@cityofovilla.org> Subject: water line leak along Johnson Ln returns at 523 Johnson Ln</p> <p>Pam, the water line leak next to my driveway (523 Johnson Ln) along the road has returned. When I returned home this evening it had filled the ditch and is now trickling across my driveway. Just FYI. Alan</p>	10/24/2022	
Water/Wastewater	100 DUSTY OAK TRL	PER CUSTOMER REQUEST-PLEASE SHUT OFF THE WATER UNTIL FURTHER NOTICE WHILE SHE IS OUT OF TOWN.	10/21/2022	
Water/Wastewater	371 BROADMOOR LN	WATER METER LEAK ON THE CITY SIDE	10/20/2022	
Water/Wastewater	621 MEADOW LARK DR	CUSTOMER CALLED STATING WATER WAS IN BOX AND HAD PUMPED IT OUT AND HAS SINCE FILLED UP AGAIN AND HIS NEIGHBORS BOX AS WELL AT 619 MEADOW LARK.	10/17/2022	
Water/Wastewater	105 COCKRELL HILL RD	<p>Please Force read the following meters</p> <p>SetFlowIDPremiseAddress 73614410104767605 OAK RIDGE CT 65726610108017206 BURTONWOOD CIR 65679910102455602 GREEN MEADOWS LN 65680110108006407 BURTONWOOD CIR 66050710105625919 RED OAK CREEK RD</p>	10/11/2022	
Water/Wastewater	102 ELMWOOD DR	CUSTOMER CALLED STATING THERE IS WATER IN THE BOX LEAKING WATER-SAID SOMEONE FROM THE CITY WAS OUT LAST WEEK.	10/7/2022	
Water/Wastewater	101 ROBIN GLEN LN	CUSTOMER CAME IN AND STATED THAT EVER SINCE THE NEW METER WAS INSTALLED SHES HEARD WATER `GUSHING` FROM IT. DID NOT SAY THAT SHE ACTUALLY SAW ANY INDICATION OF A LEAK. SHE ASKED WHEN THE METER WAS INSTALLED TOLD HER IT WAS DONE 8/23/22 ACCORDING TO SET. SHE ALSO WANTS TO KNOW HOW TO SHUT IT OFF.	10/7/2022	
Water/Wastewater	330 SHADOWWOOD TRL	CUSTOMER CALLED STATING HIGH BILL-BASED OFF USAGE ON SET, IT DOES APPEAR HE HAS A LEAK WITH CONTINUOUS FLOW.	10/5/2022	



November 14, 2022
City Manager & City Secretary Monthly Report

Good evening Honorable Mayor and Council,

Current and potential projects:

Broadmoor Estates:

- Permits YTD submitted - 48

Bryson Manor Phase 3:

- Permits YTD submitted - 85

Forest Creek Estates (Johnson Lane-formally Miracle Farms):

- Formal request received for an extension to the filing of the final plat.
- TX Dot approved counteroffer on portion of city entrance/Heritage Park. Funds not received to date.

Finance:

- Three interviews were conducted for the director position. Posting for position is still online.
- Received notice from one of our vendors that their system had been compromised disclosing certain information. However, we were advised that our banking information is secure.
- Director is working on year end JE, and depreciation of capital assets. A preliminary year-end report will be presented to the Council in December. Final year-end will occur at audit.

Fire Department:

- Burn Ban lifted by the Commissioner's Court on Tuesday, November 01, 2022.

Police

- Ovilla Police building renovation is almost complete.
- Administrative Assistant position is posted.

Public Works & Code:

- Ovilla Auto – Staff continues to monitor. No additional complaints.
- Lariat Trail issues – Staff continues to monitor this area. No additional complaints.
- Smart Meters –Staff is still working on minor issues with the interface billing with AVR and SET Meters.
 - Staff is assisting residents with their water accounts portal registrations.
- Streets and drainage continue to work with many scheduled complaints on GovPilot.
- Received a letter of appreciation and kudos from a resident on assistance with a water leak.

City Secretary/City Manager:

- Town Topics is soon to mail.
- We have received five applications for the Board of Adjustment.
- City Manager and Finance Director positions are placed on TML, SGR and Indeed. Multiple submittals received. Only a few for each position are qualified.
- All departments have completed their annual evaluations and submitted the council approved pay authorities for annual wage increases.
- Staff is following through with notice of a new potential grant(s).
 - Opioid Abatement Fund approximately \$13,390
- Final payment for the American Rescue Grant of \$517,000 received.

Respectfully submitted,
Pam Woodall
Bobbie Jo Taylor

11.14.2022

Executive Session

To
Honorable Mayor and Council

From
Staff

CC
Applicable Departments

ES ITEM 1. DISCUSSION/ACTION – Closed Session - Called pursuant to Section 551.074 (1) of the Texas Government Code: Personnel Matters; to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

Finance Director

City Manager

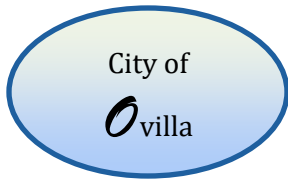
City of Ovilla

Tel 972-617-7262

105 S. Cockrell Hill Road
Ovilla, Texas 75154

www.cityofovilla.org





Ovilla City Council

AGENDA ITEM REPORT ES Item 2

Meeting Date: November 14, 2022

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: Staff

Reviewed By: ☒ City Manager

☒ City Secretary

☐ City Attorney

☐ Finance Director

☐ Other:

AGENDA ITEM:

ES ITEM 2. DISCUSSION/ACTION –Any action necessary or appropriate as a result of the closed executive session.

Attachments:

None

Discussion / Justification:

Background: N/A

Recommendation / Staff Comments:

Staff Recommends: None

Sample Motion(s):

I move to