

City of OVILLE, Texas

City Council

Rachel Huber, Place One

Richard Dormier, Mayor

Doug Hunt, Place Four

Dean Oberg, Place Two

Michael Myers, Place Five

David Griffin, Place Three, Mayor Pro Tem

John R. Dean, Jr. City Manager

105 S. Cockrell Hill Road, Ovilla, TX 75154

Thursday, October 18, 2018

6:30 P.M.

Council Chamber Room

AGENDA

City Council Special Meeting

NOTICE is hereby given of a **Special Meeting** of the City Council of the City of Ovilla, to be held on **Thursday, October 18, 2018** 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
- Pledge of Allegiance

II. COMMENTS/PRESENTATIONS/MAYOR ANNOUNCEMENTS

III. REGULAR AGENDA

ITEM 1. **DISCUSSION/ACTION** – Receive recommendation from the Planning and Zoning Commission to consider and act on PZ Case 18.10, a Specific Use Permit, and Site Plan Application to allow applicant, Texas Sterling Construction Company, as authorized by the owner of property, United Methodist Church of Ovilla, to add a temporary *lay down yard* to house construction trailers, rock, sand, fly ash, diesel and other miscellaneous materials for the construction of Ovilla Road 664. The construction site will be on the NE corner of Westmoreland Road and Ovilla Road.

IV. 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).

V. ADJOURNMENT

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the October 18, 2018 Special City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.cityofovilla.org, on the 15th day of October 2018 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.



A handwritten signature in blue ink that reads "Pamela Woodall".

Pamela Woodall, City Secretary

DATE OF POSTING: 10.15.18 **TIME:** 1:30 am/pm

DATE TAKEN DOWN: _____ **TIME:** _____ am/pm

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

AGENDA ITEM REPORT

Item 1

Meeting Date: October 18, 2018

Department: Administration/Code

Discussion Action

Budgeted Expense: YES NO N/A

Submitted By: John R. Dean, Jr., CM

Amount: \$ N/A

Reviewed By: City Manager City Secretary City Attorney
 Accountant Code M. Dooly

Attachments:

1. SUP and Site Plan application documents
2. Lease Agreement
3. P&Z Recommendation (to be distributed at the meeting)

Agenda Item / Topic:

ITEM 1.

DISCUSSION/ACTION – Receive recommendation from the Planning and Zoning Commission to consider and act on PZ Case 18.10, a Specific Use Permit and Site Plan Application to allow applicant, Texas Sterling Construction Company, as authorized by the owner of property, United Methodist Church of Ovilla, to add a temporary *lay down yard* to house construction trailers, rock, sand, fly ash, diesel and other miscellaneous materials for the construction of Ovilla Road 664. The construction site will be on the NE corner of Westmoreland Road and Ovilla Road.

Discussion / Justification:

The contractor for the State, TX Sterling Construction Co., regarding the 664 project, submitted a request to use the Ovilla United Methodist Church property for its location to setup operations (temporarily) during the construction of this project. The proposed location is the best site for this purpose.

Ovilla United Methodist Church, owner of said property, has entered into an agreement with the contractor.

Staff Recommendation

Council's direction

Sample Motion(s):

I move to approve/deny a Specific Use Permit and Site Plan Application to allow applicant, Texas Sterling Construction Company, as authorized by the owner of property, United Methodist Church of Ovilla, to add a temporary *lay down yard* to house construction trailers, rock, sand, fly ash, diesel and other miscellaneous materials for the construction of Ovilla Road 664. The construction site will be on the NE corner of Westmoreland Road and Ovilla Road.

INSTRUCTIONS AND REGULATIONS
FOR COMPLETING THE
APPLICATION PROCEDURE FOR



SPECIFIC USE PERMIT

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

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

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

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

1. A completed application form signed by the property owner;
2. An application fee as established by the city's latest adopted schedule of fees;
3. A certificate stating that all city and school taxes have been paid to date;
4. A property description of the area where the ***Specific Use Permit*** is proposed to apply;
5. A site plan complying with the requirements stated in this section which will become a part of the ***Specific Use Permit***, if approved; and
 - a. A site plan shall contain, at a minimum the following information:
 - i. The boundary lines and dimensions of the property, existing subdivision lots, available utilities, easements, roadways, sidewalks, emergency access easements, and public rights-of-way.
 - ii. Topography of the property proposed for development in contours of not more than two feet, apart with any proposed grade elevations, if different from

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existing elevations. (Note: If the natural contour of the land is to be altered or changed in any location on the property more than four (4) feet, the site plan must provide detailed information on the proposed grading plan. This information shall include the correlation of the proposed grading plan to the surrounding properties and the use of those surrounding properties and shall include information indicating the drainage and the line of sight effect the proposed grading plan will have on the surrounding properties.

- iii. One-hundred year flood plains, water courses, marshes, drainage areas, and other significant environmental features including, but not limited to, rock outcroppings and major tree groupings. Topographic and drainage map information provisions may be waived by the reviewing body when the inclusion of such data would not materially contribute to the necessary evaluation of the project petition.
- iv. The location of existing trees with indication as to those to be preserved.
- v. The location and proposed uses of all existing and proposed buildings or structures, including all refuse storage areas, and the minimum distance between buildings. Where building complexes are proposed, the location of each building and the minimum distances between buildings, and between buildings and the property line, street line, and/or alley shall be submitted. For buildings more than one (1) story in height, elevations and/or perspective drawings shall be required in order that the relationship of the buildings to adjacent property, open spaces, and to other features of the development plan may be determined. Such drawings need to indicate the square footage, the height, number of floors and exposures for access, light, and air. A designation of the maximum building coverage of the site shall be indicated on the site plan.
- vi. Total number, location, and arrangement of off-street parking and loading spaces, where required. The plan should include a table of the required and proposed off-street parking and off-street loading spaces with the building area. The number, layout, and design of all handicapped accessible parking spaces shall comply with the current requirements of the Americans with Disabilities Act (ADA) and the Texas Accessibility Standards (TAS).
- vii. All points of vehicular ingress, egress, and circulation within the property and all special traffic regulation facilities proposed or required to assure the safe function of the circulation plan.
- viii. Setbacks, lot coverage, and when relevant, the relationship of the setbacks provided and the height of any existing or proposed building or structure.
- ix. The location, size, and arrangement of all outdoor signs, exterior auditory speakers, and lighting.
- x. The type, location, and quantity of all plant material used for landscaping, and the type, location, and height of fences or screening and the plantings around them. When necessary to protect the public health, safety, or welfare, the City

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Council or the Planning and Zoning Commission may require landscaping and screening requirements to be in place prior to the start of construction pursuant to an approved site plan.

- xii. Where multiple types of land uses are proposed, a delineation of the specific areas to be devoted to various land uses.
- xiii. Vicinity map, north point, scale, name of development, name of owner, name of planner, total acreage of project, and street address or common description of the property.
- xiv. Current land uses and zoning district of the property and current land uses and zoning districts of contiguous properties and buildings on the exterior of the site and within twenty-five (25) feet of all property lines.
- xv. Existing buildings on the exterior of the site and within one-hundred (100) feet of all property lines.
- xvi. The location and size of existing and proposed surface and subsurface drainage facilities, including culverts, drains, and detention ponds, showing size and direction of flow.
- xvii. The number of square feet of the property after construction which will constitute impervious area or impervious surface and vegetated areas.
- xviii. Roadway speeds and distances of adjacent driveways from all proposed driveways and streets.
- xix. Architectural drawings, such as elevations, concept sketches or renderings depicting building types and other significant proposed improvements including the treatment and use of open spaces, etc. where the submission of such drawings would more clearly portray the nature and character of the applicant's land use and development proposals.
- xx. Legal description of the total site area proposed for rezoning, development or specific use permit.

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

7. TIME LIMIT:

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

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*Council Members -- Rachel Huber * Dean Oberg * Doug Hunt *Michael Myers*

DATE: _____

Case No. _____

REQUIRED FORMS FOR A *SPECIFIC USE PERMIT*

To the

OVILLA PLANNING & ZONING COMMISSION / OVILLA CITY COUNCIL

CITY OF OVILLA § **COUNTY OF ELLIS**
STATE OF TEXAS §

TO THE HONORABLE PLANNING & ZONING COMMISSION / CITY COUNCIL

Property description (Attach field notes if necessary):

Lot No. _____ Property Address 664 Westmoreland Rd _____

Block No. _____ Ovilla, TX 75154 _____

Property Zoned _____

OWNER OF PROPERTY Ovilla United Methodist Church _____

APPLICANT Texas Sterling Construction Co. _____

SPECIFIC USE PERMIT _____



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Case No. _____

The Applicant/Owner, Texas Sterling Construction Co., of Euless County, requests that the Ovilla Planning & Zoning Commission grant the following SPECIFIC USE to Chapter _____, Section _____, Paragraph _____ of the Ovilla City Code. Please state in detail what type of SPECIFIC USE you are seeking, attach additional sheets if necessary.

Has a previous appeal been filed on this property? YES / NO

If YES, when was the previous appeal filed? _____



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Case No. _____

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

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

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

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

CONDITION 3: Adequate utilities, road access, drainage and other necessary supporting facilities have been or shall be provided.

CONDITION 4: The design, location and arrangement of all public and private streets, driveways, parking spaces, entrances and exits shall provide for a safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments.

Case No. _____

CONDITION 5: The issuance of the *Specific Use Permit* does not impede the normal and orderly development and improvement of neighboring vacant property.

CONDITION 6: The location, nature and height of buildings, structures, walls and fences are not out of scale with the neighborhood.

CONDITION 7: The proposed use will be compatible with and not injurious to the use and enjoyment of neighboring property, not significantly diminish or impair property values within the vicinity.

CONDITION 8: Adequate nuisance prevention measures have been or shall be taken to prevent or control offensive odors, fumes, dust, noise, vibration and visual blight.

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

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

Case No. _____

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

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

ADDITIONAL CONDITIONS:

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

*All conditions are required to be met in order for the Planning & Zoning Commission recommend your **SPECIFIC USE** to the City Council. Failure to state how your **SPECIFIC USE** request meets these conditions in your application will result in its return without being submitted to the Planning & Zoning Commission.*



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APPLICATION FOR SITE PLAN
Subject Property Information

Site Plan

Applicant Texas Sterling Construction Co. Phone 682-292-9150

Mailing Address 1441 Airport Freeway, Suite 350, Euless, Texas 76040

Property General Location 3910 Ovilla Rd. Ovilla Texas 75154 (NE corner of West Moreland and Ovilla Rd.)

Current Zoning: _____

Area in Subdivision: _____ Total Acres _____ Number of Lots _____ Average Lot Size

Engineer or Land Planner _____ Phone _____

Company: _____

Mailing Address _____

_____ City Limits _____ Extraterritorial Jurisdiction (ETJ)

Subdivision Name _____

24.4 REGULATIONS AND REQUIREMENTS

The following regulations and requirements shall apply in the Historical Overlay district. The regulations for the underlying zoning districts shall apply unless otherwise revised herein or in the motion approving the site plan.

- A. Massing. A building should be of appropriate human-scale, with mass and size similar to those in the adjacent block-face or within the historic overlay district.
- B. Height. The height of finished floor from grade should be similar to traditional houses in the vicinity, and should be sufficient to suggest a traditional pier-and-beam foundation.
- C. Roof Height. The height of the cornice and the roof ridge(s) should also fit within the range of dimensions of traditional or historic residences in the district.
- D. Roof Form. Roof forms should be sloping, either hipped or gabled, with an eave overhang dimension that reflects traditional roof conditions.

E. Building Materials. Exterior building materials shall reflect the traditional materials of similar buildings in Ovilla: wood siding (horizontal lap or novelty siding); limestone or field stone in traditional dimensions and tooling, or brick in traditional dimensions.

F. Design. New buildings should be designed so that the façade's organization closely relates to surrounding or similar buildings.

G. Windows. Spacing and size of window and door openings should be similar to their historic counterparts, as should the proportion of window to wall space.

H. Historic Style. New designs should draw upon the traditions of historic styles and designs in the community but should be seen as products of their own time while being compatible with the historic environment of the neighborhood or community.

24.5 SITE PLAN REQUIREMENTS

A site plan shall be required for any building construction located within the Core Historical Area. A building permit shall not be issued for any such construction until the site plan and a specific use permit has been approved by the City Council upon recommendation by the Planning and Zoning Commission. Building permits for non-substantive construction and improvements, as determined by the City Administrator, may be approved administratively.

Section 26 - Site Plan Requirements

26.1 GENERALLY

Whenever a site plan is required by this ordinance, the site plan must conform to the requirements of this section. Unless otherwise specified in this ordinance, all site plans must be approved by the City Council, upon recommendation of the Planning and Zoning Commission. The site plan submitted in support of an application must satisfy the requirements for site plan submittals as set forth by the city staff. Site plans shall be reviewed by the city staff, and comments shall be returned within a reasonable time after review.

26.2 REQUIRED PRIOR TO BUILDING PERMIT

When required by this ordinance, a site plan must be approved prior to the issuance of a building permit.

26.3 CHANGES TO THE SITE PLAN

A. Approval Required. Except as otherwise provided in subsection C below, any site plan that is amended shall require approval of the City Council, upon recommendation of the Planning and Zoning Commission.

B. Amendment Affecting Use. Changes to the site plan which will affect the use of the land may require either an amendment to a Planned Development or a rezoning of property, whichever applies.

C. Minor Changes. Changes of details within a site plan which do not alter the basic physical relationship of the property to adjacent properties; do not alter the use permitted; and do not increase the density, floor area, height, or reduce the yards provided at the boundary of the site as indicated on the approved site plan, may be authorized by the Administrative Official. An aggrieved party may appeal the decision of the Administrative Official to the Zoning Board of Adjustment in accordance with the provisions of this ordinance.

26.4 COUNCIL APPROVAL

Upon City Council approval of a site plan that accompanies a zoning change request, the site plan shall become part of the amending ordinance.

26.5 SITE PLAN HEARING NOTICES

A. Notice to Owners. The Administrative Official shall send notice to owners of record of property within two hundred (200) feet of the property under consideration of a site plan consideration by the Planning and Zoning Commission.

B. Sign Required. The City Administrator shall cause at least one (1) sign to be erected on the property for which the site plan consideration of the Planning and Zoning Commission has been requested. The sign shall have total area of at least four (4) square feet and shall be located adjacent to the street. Such sign shall be erected on or before the first notice to property owners and shall be removed immediately after final action by the City Council, or when the applicant withdraws the request, whichever comes first. The sign shall contain a notice of hearing on a site plan and the telephone number of the public official from whom dates of public hearing may be obtained. The erection or continued maintenance of signs shall not be deemed a condition precedent to the granting of any site plan recommendation or approval or the holding of any public hearing.

C. Site Plans with No Zoning Change Requested. City Council approval of a site plan required for the issuance of a building permit for a structure on a site for which no zoning change has been requested, or which is not in a planned development district shall not constitute an official public hearing as required by state law. Notice of the consideration of the site plan by the City Council in the posted agenda of the Council shall be sufficient notice for the purposes of approving a site plan by City Council action for the issuance of a building permit.

26.6 SITE PLAN CONSIDERATION

In considering, granting, or denying an application for a site plan as provided for in this ordinance, the Planning and Zoning Commission and the City Council shall take into consideration the following factors:

A. Ordinance Compliance. Compliance with the Zoning Ordinance, the Subdivision Ordinance, and all other ordinances of the City; and

B. Public's Health, Safety and Welfare. Such other measures as will secure and protect public health, safety, morals, and general welfare.

26.7 SITE PLAN CONTENT

A. Requirements. The site plan shall contain the information:

1. The boundary lines and dimensions of the property, existing subdivision lots, available utilities, easements, roadways, sidewalks, emergency access easements, and public rights-of-way;
2. Topography of the property proposed for development in contours of not more than two feet, apart with any proposed grade elevations, if different from existing elevations. (Note: If the natural contour of the land is to be altered or changed in any location on the property more than four (4) feet, the site plan must provide detailed information on the proposed grading plan. This information shall include the correlation of the proposed grading plan to the surrounding properties and the use of those surrounding properties and shall include information indicating the drainage and the line of sight effect the proposed grading plan will have on the surrounding properties;
3. One-hundred year floodplains, water courses, marshes, drainage areas, and other significant environmental features including, but not limited to, rock outcroppings and major tree groupings. Topographic and drainage map information provisions may be waived by the reviewing body when the inclusion of such data would not materially contribute to the necessary evaluation of the project petition;
4. The location of existing trees, including notations of those trees to be preserved;
5. The location and proposed uses of all existing and proposed buildings or structures, including all refuse storage areas, and the minimum distance between buildings. Where building complexes are proposed, the location of each building and the minimum distances between buildings, and between buildings and the property line, street line, and/or alley shall be submitted. For buildings more than one (1) story in height, elevations and/or perspective drawings shall be required in order that the relationship of the buildings to adjacent property, open spaces, and to other features of the development plan may be determined. The drawings must indicate the square footage, the height, number of floors and exposures for access, light, and air. A designation of the maximum building coverage of the site shall be indicated on the site plan;
6. Total number, location, and arrangement of off-street parking and loading spaces, where required. The plan should include a table of the required and proposed off-street parking and off-street loading spaces with the building area;

7. All points of vehicular ingress, egress, and circulation within the property and all special traffic regulation facilities proposed or required to assure the safe function of the circulation plan;
8. Setbacks, lot coverage, and when relevant, the relationship of the setbacks provided and the height of any existing or proposed building or structure;
9. The location, size, and arrangement of all outdoor signs, exterior auditory speakers, and lighting;
10. The type, location, and quantity of all plant material used for landscaping, and the type, location, and height of fences or screening and the plantings around them. When necessary to protect the public health, safety, or welfare, the City Council or the Planning and Zoning Commission may require landscaping and screening requirements to be in place prior to the start of construction pursuant to an approved site plan;
11. Where multiple types of land uses are proposed, a delineation of the specific areas to be devoted to various land uses;
12. Vicinity map, north point, scale, name of development, name of owner, name of planner, total acreage of project, and street address or common description of the property;
13. Current land uses and zoning district of the property and current land uses and zoning districts of contiguous properties and buildings on the exterior of the site and within twenty-five (25) feet of all property lines;
14. Existing buildings on the exterior of the site and within one hundred (100) feet of all property lines;
15. The location and size of existing and proposed surface and subsurface drainage facilities, including culverts, drains, and detention ponds, showing size and direction of flow;
16. The number of square feet of the property after construction which will constitute impervious area or impervious surface and vegetated areas;
17. Roadway speeds and distances of adjacent driveways from all proposed driveways and streets;
18. Architectural drawings, such as elevations, concept sketches or renderings depicting building types and other significant proposed improvements including the treatment and use of open spaces, etc., where the submission of such drawings would more clearly portray the nature and character of the applicant's land use and development proposals;

19. Legal description of the total site area proposed for rezoning, development or specific use permit;
20. Signature and title of the applicant, certifying the information presented in the plans, and supporting documents reflect a reasonably accurate portrayal of the nature and character of the applicant's proposals;
21. Any proposed dedications of land for public use, including easements, trails, parkland, open space and floodplain; and
22. The proposed name of the business or development.

B. Option for Single Drawing. Notwithstanding Subsection A, any or all of the required features may be incorporated on a single drawing if, in the sole discretion of the Building Official, the drawing is clear and capable of evaluation by the City Council and City Staff required to enforce and interpret this ordinance.

Plan Preparer's Acknowledgement: Kevin Marty

I have reviewed the City of Ovilla's Code and have prepared the attached Site Plan / Development Plan in accordance with those regulations.

Received on 9-26-18 Official Filing Date 9-26-18

City of Ovilla
105 S. Cockrell Hill Road
Ovilla, TX 75154
972.617.7262
FAX: 972.515.3221
Added excerpt for Mr. Sims.

Sec. 14.03.004 Restoration of destroyed historic structure

If a historic structure in the city historic district is destroyed by natural disaster, the structure can be restored to match its original appearance using like materials. The plans to restore the structure must be approved by the city historic preservation commission and building inspector. The structure must comply with all building codes except for exterior wall requirements and minimum structure size requirements, if applicable; and must comply with the city zoning ordinance except for size of yards and size of lot, if applicable. If the structure is to be rebuilt without regard to its original appearance, the structure must comply with the exterior wall requirements as stated in the building code. (1989 Code, ch. 12, sec. 5.04)

24.2 BOUNDARIES OF HISTORIC AREAS

The physical boundaries of the Historical Overlay District shall be defined as follows:

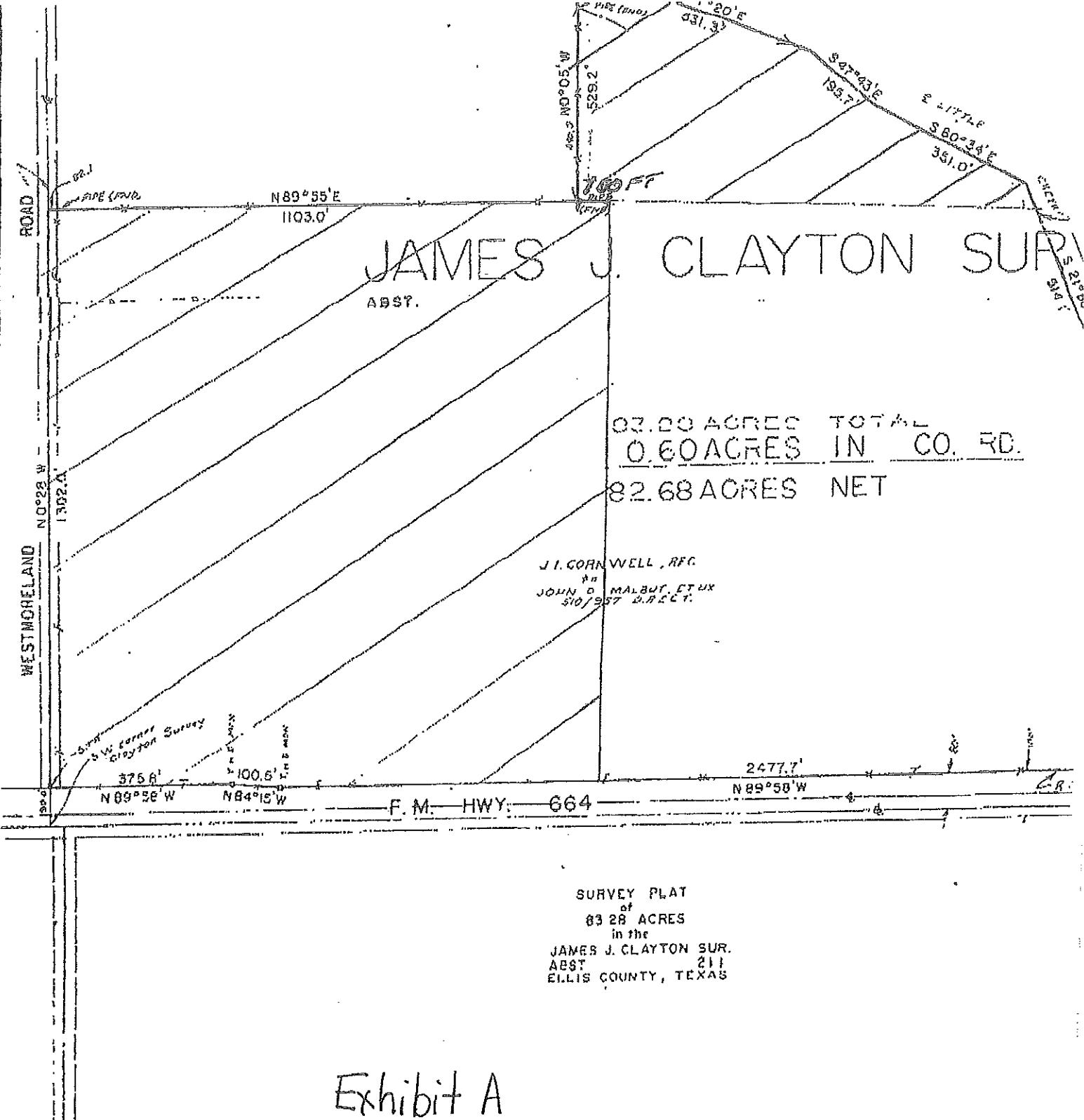
A. **Historical Compatibility Area:** Beginning at the southern tip of Dillard Farms going west to Westlawn Road, south down Willow Wood Road to Water Street, then east to the curve of Red Oak Creek Road to include the cemeteries, then northeast to the end of East University Street, then north to the southern tip of Dillard Farms Road.

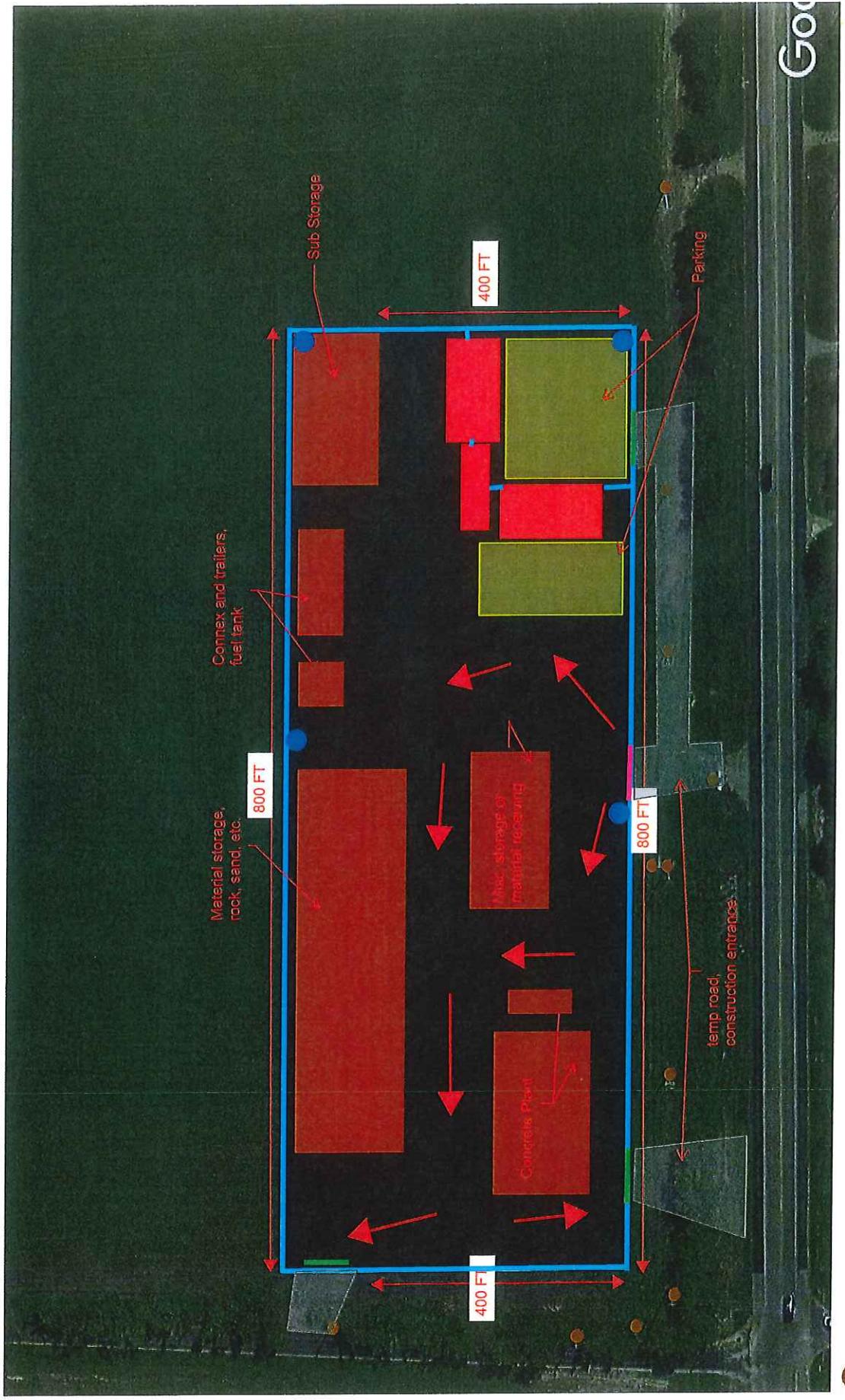
B. **Core Historical Area:** Beginning at the south east intersection of W. Main Street and Cockrell Hill Road, then south on Cockrell Hill Road to Water Street to West Main Street. Continue East across Ovilla Road to

the curve toward East Main, curving North onto the West side of East Main Street and continuing North for five hundred feet and then west back to the south east intersection of West Main Street and Cockrell Hill Road.

APR-08-97 04:53 PM OUMC

P. 01





Pam Woodall

From: Mike Dooly
Sent: Thursday, October 4, 2018 3:51 PM
To: Pam Woodall
Subject: FW:
Attachments: 2018.10.01 red oak fence.pdf

From: Kevin Marty <Kevin.Marty@strlco.com>
Sent: Thursday, October 4, 2018 10:29 AM
To: Mike Dooly <MDooly@cityofovilla.org>
Subject: RE:

Mike,

Can the application fee be a check? If so who do we make it out too?

Attached is the layout for light poles and their lights facing down, there will either be 3 or 4 depending on the lights on the trailers. Light pole height will be about 25feet maybe a couple feet less.

Mod space trailers TSC office will be 24' x 56' x 10' tall, TXDOT will be 12' x 56' x 10' tall and the testing lab will be 8' x 20' x 8' tall

Storage area will very over the length of the project but we will have an area that is 25' x 25' to store materials for the concrete plant. This stock pile will only get to a height of 25'

Let me know if you have any more questions.

Thanks
Kevin

From: Mike Dooly <MDooly@cityofovilla.org>
Sent: Thursday, October 04, 2018 8:22 AM
To: Kevin Marty <Kevin.Marty@strlco.com>
Subject:

Kevin see the highlighted below , need to send email where lights are placed and all lighting is facing down to the ground and the height of any trailers and buildings and locations if they are not on the map,

Dooly –
Few things on this permit.

1. \$200 application fee
2. Written permission from the church
3. Needs where the lighting will be on the site, direction facing and height of light poles.

4. Size/height of trailers and storage area (making sure a special exception is not required)

Lease Agreement

THIS AGREEMENT (hereinafter referred to as the "Lease Agreement") is made and entered into this 17th day of September XX, 2018 by and between Ovilla United Methodist Church (hereinafter referred to as "Landlord") and Texas Sterling Construction Co. (hereinafter referred to as "Tenant"), each a "Party" and collectively "the Parties" to this Lease Agreement.

For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. PROPERTY.

- a. Landlord represents and warrants that Landlord owns certain real property and improvements located at *664 E. Westmoreland Road, Ovilla, TX 75154* bearing the legal description of 211 J J Clayton, Ellis County, TX
- b. Landlord desires to lease approximately 7 acres in the Southwest corner of the above mentioned property (hereinafter referred to as the "Property") to Tenant upon the terms and conditions contained herein.
- c. Tenant desires to lease the Property from Landlord on the terms and conditions as contained herein.

2. LEASE TERM.

The Lease Agreement shall commence at 12:01AM (local time at the Property location) on September XX, 2018 ("Commencement Date") and shall terminate at 11:59PM (local time at the Property location) on September 30, 2020 ("Termination Date") and this term of the Lease Agreement ("Term") shall continue without interruption for the entire period, unless terminated previously pursuant to the terms of this Lease Agreement. At the expiration of the Lease Term, Tenant shall vacate the Property, unless one of the following circumstances then exists:

- a. Landlord and Tenant formally extend this Lease Agreement in writing or create and execute a new, written, and signed Lease Agreement; or,
- b. Landlord allows Tenant's continued presence without a written demand by Landlord delivered to Tenant for Tenant to vacate the Property.

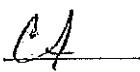
In the event that Landlord does not demand that Tenant immediately vacate the Property on the termination date, a month-to-month tenancy shall be created. If at any time either Party desires to terminate the month-to-month tenancy, such Party may do so by providing to the other Party written notice of intention to terminate at least thirty (30) calendar days prior to the desired date of termination of the month-to-month tenancy.

Notices to terminate may be given on any calendar day, irrespective of Commencement Date. All other terms and conditions as outlined in the Lease Agreement shall remain in full force and effect. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required).

3. CONSIDERATION. Tenant agrees to provide "in kind" services valued at the fair market value of the lease as consideration, including but not limited to :Excess dirt from Project, knocked down for building pad; installation of 12" steel encasement pipe (as per TxDot requirements) for a future water line crossing FM664; other items mutually agreed upon by Landlord and Tenant, (collectively, the "Rent"). Location and permits of casing pipe to be covered by Landlord and installation is only applicable is an open trench installation method
4. PAYMENT TERMS. Payment of any monetary Rent shall be made without request or demand by Landlord and not later than the tenth (10th) calendar day of the month. Payment of any monetary Rent shall be considered "made" on the earlier of depositing the Rent payment in the US Mail or similar delivery, or, at the time an electronic wire transfer is executed.

- a. Taxes. The Tenant shall not be responsible for any Taxes that the Landlord incurs except if any such Tax becomes due solely to activities of and as a direct result of the Tenant's

Initials (Landlord)



Initials (Tenant)



temporary occupancy and use the Property. In the unlikely event that there is any such Tax responsibility due solely to Tenant's activities, Tenant shall be liable to Landlord for such Taxes, and no others.

5. **SECURITY DEPOSIT.** There is no Security Deposit required on this Lease Agreement. Except as otherwise agreed, Tenant shall return the Property to the Landlord at the expiration of the Lease in the same general condition as when occupied, fair wear and tear excepted.
6. **USE OF PROPERTY.** The Property shall be used and occupied solely by the Tenant and Affiliates of the Tenant that have permission from the Tenant for purposes of establishing, maintaining and operating temporary project-related offices and storage activities. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Property. Except in any case of default by Tenant or to meet any legal requirement of any government authority, Lessor shall provide to the Tenant and ensure Tenant's right to quiet enjoyment of the Property for Tenant's use during the Term.
7. **CONDITION OF PROPERTY.** Tenant stipulates, represents and warrants that Tenant has examined the Property, and that the Property appears at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition. Landlord stipulates, represents and warrants that Landlord is not aware of any currently existing toxic, hazardous, or concealed dangerous conditions on the Property. Landlord shall be solely responsible for any such existing hazardous or concealed dangerous conditions, whether or not later discovered, except that Tenant shall be responsible for any such hazardous or dangerous conditions that are not presently existing and arise solely from Tenant's operations or Tenancy.
8. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease Agreement, or sublet or grant any license to use the Property or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, subletting or license. An assignment, subletting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, constitute a material breach and be sufficient cause for Landlord to terminate this Lease Agreement.
9. **ALTERATIONS AND IMPROVEMENTS.** If the Landlord has improvements or buildings on the Property at the commencement of the Term or later erects such buildings or improvements, then Tenant shall make no alterations to the buildings or improvements on the Property or construct any building or make any other improvements on the Property without the prior written consent of Landlord except as described in this document.
 - a. Tenant may place up to Four (4) temporary construction offices on the property for the length of the Term and shall remove these at Tenant's sole cost and expense at the end of the Term.
 - b. Tenant may store equipment, materials, and supplies on the property for the length of the Term.
 - c. Tenant may, at its separate cost and responsibility, separately coordinate to connect utility services to the temporary construction offices and otherwise as needed to operate and secure the temporary facilities. Tenant shall cap or remove such utility services prior to termination of the Lease.
 - d. Tenant may temporarily place fill material (i.e. base, dirt, asphalt millings) on the Property. At the termination of the Lease Agreement, Tenant will be responsible for removing and disposing of any such material at its separate expense.
10. **HAZARDOUS MATERIALS.** Tenant shall not allow the introduction nor keep on the Property any item considered hazardous or extra hazardous (including environmental) by any responsible insurance company.
11. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Property solely for the Tenant's separate operations.

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12. MAINTENANCE, REPAIR, AND RULES. Tenant will, at its sole expense, keep and maintain the Property in good and orderly condition during the term of this Lease Agreement and any renewal thereof. At the end of the Term, including any extension, Tenant shall vacate the premises, leaving the Property in an orderly manner. .

13. ACCESS BY LANDLORD. Landlord and Landlord's agents shall have the right at all reasonable times, and by all reasonable means, without notice, during the term of this Lease Agreement and any renewal thereof to enter the Property for the following purposes:

- a. Inspect the Property for condition;
- b. Make repairs;
- c. Show the Property to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents;
- d. Exercise a contractual or statutory lien;
- e. Leave written notice;
- f. Seize nonexempt property after default; and,
- g. Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period.

If Tenant fails to permit reasonable access under this Paragraph, Tenant will be in default. The Landlord must abide by the Tenant's Safety rules and policies if entering the Tenant's operational area.

14. TENANT'S HOLDOVER. If Tenant remains in possession of the Property with the consent of Landlord after the natural expiration of this Lease Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at \$ 0.00 month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either Party.

15. SURRENDER OF PROPERTY. Upon the expiration of the Term hereof, Tenant shall surrender the Property in as good a state and condition as they were at the commencement of this Lease Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

16. INDEMNIFICATION. Except for undisclosed or existing hazardous or dangerous conditions, Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's guests, invitees, agents or employees or to any person entering the Property or the building of which the Property are a part or to goods or equipment, or in the structure or equipment of the structure of which the Property are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature that relate to Tenant's operations during the Term and on the Property. Excepting Termination for any unlawful or illegal operations of Tenant on the Property, Landlord further indemnifies Tenant from and against resulting costs to relocate Tenants operations as a result of any early termination of the Lease at Landlord's request or demand, and Landlord warrants and represents that it intends that Tenant shall have quiet enjoyment of the Leasehold for Tenant's proper operations during the Term

17. INSURANCE. Tenant will add Landlord as an Additional Insured on Tenant's auto insurance policy with a Waiver of Subrogation on Tenant's Auto and Workers Compensation Policies.

18. DEFAULT.

Tenant Default: If Tenant fails to comply with any of the material provisions of this Lease Agreement, other than the covenant to pay Rent/Consideration, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within fourteen (14) days after delivery to Tenant of written notice by Landlord specifying the noncompliance and indicating the intention of Landlord to terminate the Lease by reason thereof, and a failure by Tenant to commence and continue cure of the alleged breach, then Landlord may terminate this Lease Agreement by delivering written notice to Tenant. If Tenant fails to pay Rent when due and the default continues for fourteen (14) days thereafter, Landlord may, at Landlord's option, declare the entire balance of Rent payable hereunder to be immediately due and

Initials (Landlord) CH

Initials (Tenant) JW

payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Lease Agreement.

Landlord Default: If Landlord breaches this Lease, Tenant may seek any relief provided by law. Further, if Landlord terminates this Lease Agreement before the Term naturally expires for any reason other than non-payment and a failure to cure after proper notice, or for a bona fide claim that Tenant's operations are illegal or unlawful, then Landlord shall be in default. Unless Tenant provides proper documentation of a higher amount to relocate its operations, in case of any such early termination default, Landlord shall pay the actual cost (labor, equipment and supervision) for the fence relocation, if then complete as damages to cover the estimated costs imposed upon Tenant for purposes of having to relocate Tenant's operations.

- 19. GOVERNING LAW, VENUE AND JURISDICTION.** This Lease Agreement shall be governed, construed and interpreted according to the laws of the State of Texas. Venue and Jurisdiction shall be in the State or Federal District Court in Ellis County, Texas.
- 20. BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties.
- 21. DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
- 22. CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
- 23. MODIFICATION AND SEVERABILITY.** The Parties hereby agree that this document contains the entire agreement between the Parties and this Lease Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the Parties. Should any provision of this Lease agreement be determined to violate any law or ordinance, the Parties intend that such provision shall be stricken without effect on the remaining Lease Agreement which shall otherwise continue in full force and effect.
- 24. NOTICE.** Any notice required or permitted under this Lease or under state law shall be delivered:
 - a. to Tenant at the following address: 1441 Airport Freeway, Suite 350, Euless, TX 76050, and
 - b. to Landlord at the following address: 1403 Red Oak Creek Road, Ovilla, TX 75154

Each person signing on behalf of the represented entity represents and warrants his or her legal authority to bind the represented entity.

FOR LANDLORD: Ovilla United Church
By: Clay Allison
Printed Name: Clay Allison
Title: Trustee/Chair
Date: Sept 13 - 18

FOR TENANT: Texas Sterling Construction Co.
By: Justin Wild
Printed Name: Justin Wild
Title: Project Manager
Date: 9.17.2018

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Initials (Tenant) JW