

*City of O*VILLA 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*

105 S. Cockrell Hill Road, Ovilla, TX 75154
Monday, July 11, 2022, 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, July 11, 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 Mayor Pro Tem Hunt*
- U.S. Pledge of Allegiance and TX Pledge *led by PL3 Griffin*

II. COMMENTS, PRESENTATIONS, ANNOUNCEMENTS, PROCLAMATIONS

- Reminder of the following budget workshops:

1. July 19, 2022, 5:00 p.m.
2. July 20, 2022, 5:00 p.m.
3. July 25, 2022, 5:00 p.m.

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. 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 - Closed Session called pursuant to Section §551.071 of the Texas Government Code. Consultation with City Attorney — Consultation with the city attorney on the following matters in which the attorney's duty of confidentiality under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the requirements of the Texas Open Meetings Act.

Junk Vehicles

ES ITEM 2. DISCUSSION – 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.

City Manager

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

B. Reconvene into Regular (Open) Session

ES ITEM 3. DISCUSSION/ACTION –Any action necessary or appropriate as a result of the closed executive session.

V. PUBLIC HEARING

P1. Ordinance No. 2022-11 An Ordinance of the City of Ovilla, Texas, repealing and replacing chapter 14 (zoning), article 5 (administration), section 45 (zoning board of adjustment) of the Code of Ordinances of the City of Ovilla; providing for the City Council to serve as the Board of Adjustment.

- A. Presentation by staff
- B. Public Comment

VI. CONSENT AGENDA

The following items may be acted upon in one motion. No separate discussion or action is necessary unless requested by a Council Member, in which event those items will be pulled from the consent agenda for individual consideration on the regular agenda during this meeting.

- C1. Financial Transactions over \$5000
- C2. Minutes of the Regular Council Meeting of June 13, 2022
- C3. Minutes of the Special Council Meeting of June 17, 2022
- C4. Resolution No. 2022-07 Suspending August 1, 2022, the effective date of Oncor Electric Delivery Company's requested rate change to permit the city time to study, request and establish reasonable rates.

VII. REGULAR AGENDA

- ITEM 1. DISCUSSION – Discuss an update by staff regarding code concerns on Lariat Trail.
- ITEM 2. DISCUSSION/ACTION – Consideration of and action on Ordinance No. 2022-11 an ordinance of the City of Ovilla, Texas, repealing and replacing Chapter 14 (zoning), Article 5 (administration), Section 45 (zoning board of adjustment) of the Code of Ordinances of the City of Ovilla; providing for the City Council to serve as the Board of Adjustment; providing a savings clause; providing a severance clause providing a savings clause; and setting an effective date.
- ITEM 3. DISCUSSION/ACTION – Consideration of and Action on Ordinance No. 2022-12 an ordinance of the City of Ovilla, Texas, amending Chapter 11 (taxation) of the Code of the City's ordinances; providing for a hotel/motel occupancy tax of seven percent (7%) on the price paid for a room in a hotel/motel located within the city limits and the city's extraterritorial jurisdiction; defining terms; providing for a tax levy; providing for the disposition of revenue; providing for collection, providing for reports, payments, and fees; providing rules and regulations; providing for penalties; providing a savings clause; providing a severance clause; providing an effective date; and providing for publication.
- ITEM 4. DISCUSSION/ACTION – Consideration of and action on an offer for the acquisition of property located at 625 W. Main St., Ovilla, TX, Parcel ID: P00054255 by The Texas Department of Transportation and presented by McCarthy Partners, LLC.

City of OVILLE 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

ITEM 5. DISCUSSION/ACTION – Consideration of and action Ordinance No. 2022-13 an ordinance of the City of Ovilla, Texas, amending Chapter 8, Article 8.05, (abandoned and junked vehicles), Divisions 1 and 3, of the Code of Ordinances of the City of Ovilla; providing definitions of “junked vehicle” and “junked trailer” a savings clause; providing amended regulations for junked vehicles and junked trailers; 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 any item(s) pulled from the Consent Agenda for individual consideration and action.

VIII. STAFF REPORTS

- Department Activity Reports / Discussion
 - Police Department
 - Police Activity and Staffing Updates
 - Fire Department
 - Fire Activity and Staffing Updates
 - Public Works Department
 - Public Works Activity and Staffing Updates
 - Cumberland Forrest Drainage in Creek
 - Finance Department
 - Finance Activity and Staffing Updates
 - Administration
 - Administration Activity and Staffing Updates
 - Cockrell Hill Fence

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

IX. ADJOURNMENT

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF July 11, 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 7th day of July 2022 ~~prior to 8:00 p.m.~~, in compliance with Chapter 551, Texas Government Code.

[Signature]
Bobbie Jo Taylor, City Secretary

DATE OF POSTING: 7/7/22
DATE TAKEN DOWN: _____

TIME: 2:45 am/pm
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.

*City of O*VILLA City Council

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Dean Oberg, Place Two*

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

*David Griffin, Place Three
Brad Piland, Place Five*

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.

07.11.2022

Public Hearings P1

To
Honorable Mayor and Council

From
Staff

CC
Applicable Departments

P1. Ordinance No. 2022-11 An Ordinance of the City of Ovilla, Texas, repealing and replacing chapter 14 (zoning), article 5 (administration), section 45 (zoning board of adjustment) of the Code of Ordinances of the City of Ovilla; providing for the City Council to serve as the Board of Adjustment.

BACKGROUND AND JUSTIFICATION:

P1: Ordinance No. 2022-11 Allowing the City Council to serve as the Zoning Board of Adjustment.

STAFF COMMENT: As directed by council action on June 11, 2022, staff has drafted an ordinance that allows the City Council to serve as the Board of Adjustment. The Planning and Zoning Commission held a public hearing on July 5, 2022 and voted unanimously to recommend approval to the City Council. Staff has concerns about the ability to establish a quorum to hold meetings when necessary. The city currently has one variance that is waiting to be heard by the Board of Adjustment however, we were unable to secure a quorum at the meeting. Concerns have also been raised by citizens due to the number of variances that have been approved in the past few years. Attached are the meeting activity reports for the previous four years as well as the attendance sheets from 2020-2022 as requested by Place 3.

City of Ovilla

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06.13.2022

Annual Update Activity 2021-2022

To: Honorable Mayor
and Council

BOA ACTIVITY:

Zoning Board of Adjustment

From:

B. Taylor, CS

CC:

Pam Woodall, CM

Re: Zoning Board of
Adjustment Annual
Activity

1. Special Exceptions or Variances:
 - a. Tuesday, January 18, 2022
 - 203 Willow Creek – fence beyond building line – **APPROVED**.
 - b. October 18, 2021
 - 714 Buckboard - accessory building erected before the main dwelling exists – **APPROVED**.
 - 714 Buckboard - accessory building placement on property – **Dooly error – voided per Dooly**.
 - 714 Buckboard – accessory building with front-facing doors – **Dooly error – voided per Dooly**.
 - c. August 23, 2021 Special Mtg –
 - 400 Montpelier – accessory building placement – **APPROVED**.
 - d. May 17, 2021
 - 613 William Drive – accessory building placement – **APPROVED**.

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05.10.2021

Annual Update Activity 2020-2021

To: Honorable Mayor
and Council

BOA ACTIVITY:

Zoning Board of Adjustment

From:

Pam Woodall, CM

CC:

G Miller, City Sec
Cathy Gaeta, DCS

**Re: Zoning Board of
Adjustment Annual
Activity**

1. Upcoming Variances and Special Exceptions:
 - a. Accessory Building – Placement completely behind the rear plane of the main dwelling
2. Completed:
 - a. 741 Westmoreland – Fence
To construct on or beyond the building line – **Approved**
 - b. 839 Johnson – Fence
To construct on or beyond the building line – **Approved**
 - c. 605 Clinton St – Accessory Building
To construct in excess of the maximum allowed amount per Ordinance
Withdrawn
 - d. 607 Buckboard – Detached carport
Not allowed per ordinance - **Approved**
 - e. 206 Johnson Ln – Fence
To construct on or beyond the building line - **Approved**
 - f. 338 Johnson Ln – Accessory Building
To construct in excess of the maximum allowed amount per Ordinance
Approved
 - g. 3001 E. Ovilla Rd – Fence
Placement on or beyond the building line - **Approved**
 - h. 400 Montpelier – Accessory Building
Placement completely behind the rear plane of the main dwelling - **Denied**
 - i. 400 Montpelier – Accessory Building
Placement closer than 5' to the lot line - **Withdrawn**
 - j. 624 Meadow Lark Dr – Fence
To construct on or beyond the building line - **Approved**

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06.8.2020

Annual Update 2019-2020

To
Honorable Mayor
and Council

From :Staff

Re: BOA Annual
Activity and
appointments.

Board of Adjustment Annual Activity :

Zoning Board of Adjustment

1. Completed:

- a. 100 Highview Court - accessory building – angle – *Approved*
- b. 625 Meadowlark – fence/building line – *Approved*
- c. 715 Buckboard – (fire) replace home - *Approved*
- d. 106 Lariat Trail – Metal Accessory Building - *Approved*
- e. 100 Elmwood - freestanding carport – *Approved*
- f. 101 Slippery Rock – fence/building line - *Approved*
- g. 831 Cockrell Hill - accessory building allowed amount - *Approved*
- h. 223 Lariat – accessory building allowed amount – *Approved*
- i. 105 Dusty Oak – accessory building size, rear plane – *Denied*
- j. 686 Johnson Lane – fence/building line - *Approved*
- k. 113 Oakwood – variance side yard – *Approved*

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05.13.2019

Annual Update 2018-2019

To
Honorable Mayor
and Council

From :Staff

CC: John R. Dean, Jr.

Re: BOA Annual
Activity and
appointments.

Board of Adjustment Annual Activity :

Zoning Board of Adjustment

1. Upcoming Variances and Special Exceptions:
 - a. Accessory Building – Angle
 - b. Fence – Building Line
 - c. Accessory Building – 1. Angle 2. Height 3. Front Setback
2. Completed:
 - a. 609 Westmoreland - Accessory building – too large – *Approved*
 - b. 609 Westmoreland - Garage Apartment – *Approved*
 - c. 106 Lariat Trail – Metal Barn - *Approved*
 - d. 106 Lariat Trail – Metal Accessory Building - *Approved*
 - e. 1211 Red Oak Creek - Accessory Building, Rear Plane – *Approved*
 - f. 704 Buckboard – Acc. Bldg 1. metal 2. detached 3. square ft. *Approved*
 - g. 101 Silverwood- Accessory Building 1. Detached 2. Carport - *Approved*
 - h. 405 Bluff Creek – Accessory Building - Rear plane – *Approved*
 - i. 918 Red Oak Creek – Fence – Front Building line – *Approved*
 - j. 307 Cockrell Hill Rd – Accessory Building – metal - *Approved*
 - k. 625 Meadow Lark – Fence building line – *with drawn*

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BOA ATTENDANCE RECORD JUNE 2021 THROUGH MAY 2022

BOA ATTENDANCE RECORD JUNE 2020 THROUGH MAY 2021

	NO MTG DUE TO NO REQUEST		NO MEETING			NO MEETING		NO MEETING	NO MTG CANCELLED DUE TO WEATHER			
BOA	2020.06.15	2020.07.20	2020.08.17	2020.09.21	2020.10.19	2020.11.16	2020.12.21	2021.01.19	2021.02.16	2021.03.15	2021.04.19	2021.05.17
PL1 Carol Richtsmeier		X		X	X		X			X	X	
PL2 Patricia Halyard-King		X		X	X		X			A	Resigned	
PL3 Barbara Betik		X		X	X		X			X	X	
PL4 Stephanie Hemibuch		A		X	X		X			X	A	
PL5 Richard Ware		A		A	A		A			A	X	
ALTERNATE (S)												
PL6 Steven Miner		X		X	X		X			X	X	
PL7 Mark Clark		X		A	A		A			A	Resigned	
STAFF												
City Manager					X		X			X	X	
City Secretary		X		X	X		X			X	X	
Code Enforcement		X		X	X		X			X	X	
BOA Secretary				X	X		X			X	X	
Other							X-PW DIR					

07.11.2022

Consent Items C1-C4

To
**Honorable Mayor
and Council**

From
Staff

CC
**Applicable
Departments**

- C1.** Financial Transactions over \$5000
- C2.** Minutes of the Regular Council Meeting of June 13, 2022
- C3.** Minutes of the Special Council Meeting of June 17, 2022
- C4.** Resolution No. 2022-07 Suspending August 1, 2022, the effective date of Oncor Electric Delivery Company's requested rate change to permit the city time to study, request and establish reasonable rates.

BACKGROUND AND JUSTIFICATION:

C1: Financial Transactions over \$5000

STAFF RECOMMENDATION: Staff recommends approval

C2: Minutes of the Regular Council Meeting June 13, 2022

STAFF RECOMMENDATION: Staff recommends approval.

C3: Minutes of the Special Council Meeting June 17, 2022

STAFF RECOMMENDATION: Staff recommends approval.

C4: Resolution No. 2022-07 Suspending the August 1, 2022, effective date of Oncor Electric Delivery Company's requested rate change to permit the city time to study, request and establish reasonable rates.

BACKGROUND: On May 13, 2022, Oncor filed a Statement of Intent to increase rates with all cities in the service area. The rate will increase by approximately \$251 million over the current rates, approximately 4.5% above the current revenue amount. Residential customers would see an increase of 11.2%. Oncor is also proposing an increase of street lighting by 1.6%. Thomas Brocato who serves as our representative with the Steering Committee of Cities Served by Oncor, has requested action to suspend the effective date of the increased rate.

STAFF RECOMMENDATION: Staff recommends approval.

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CITY OF OVILLA MINUTES

Monday, June 13, 2022

Regular City Council Meeting

105 S. Cockrell Hill Road, Ovilla, TX 75154

Mayor Dormier called the Council Meeting of the Ovilla City Council to order at 6:32 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
Doug Hunt	Mayor Pro Tem, Place 4
Brad Piland	Council Member, Place 5

Mayor Dormier noted that PL 1 Case, Mayor Pro Tem Hunt, and PL 5 Piland were in attendance, thus constituting a quorum. The city manager, city secretary, department directors, and various staff were also present.

CALL TO ORDER

PL 1 Case gave the invocation and PL5 Piland led the reciting of the U.S. Pledge of Allegiance and the Pledge to the Texas Flag.

ANNOUNCEMENTS, PROCLAMATIONS, PRESENTATIONS, COMMENTS

- Mayor Dormier addressed those in attendance explaining the guidelines for citizen comments and a newly placed timer that would allow speakers to view the time remaining when addressing the City Council.

CITIZEN COMMENTS:

- Jimmie Wade, 606 Creekview Circle, future plans for 708 W. Main St., requesting to be placed on a future agenda to discuss her property concept plan located on F.M. 664.
- Ozzie Molina, 224 Lariat Trail, code enforcement concerns on Lariat Trail.
- Ken Rarick, 109 Oak Forrest Lane, drainage concerns in Ovilla Parc.
- Dorinda Sims, 3790 Bryson Lane, introduction to the City Council as the new Republican Precinct Chair
- Dani Muckleroy, 608 Green Meadows, code enforcement concerns in Ovilla, support of the council acting as the Board of Adjustment, and building materials used in construction of fences.

CONSENT AGENDA –

- C1.** Financial Transactions over \$5000
- C2.** Minutes of the Regular Council Meeting May 9, 2022
- C3.** Minutes of the Special Council Meeting May 16, 2022
- C4.** Investment Report for January through May 16, 2022

Richard Dormier, Mayor

Rachel Huber, Place One

Dean Oberg, Place Two

1

Doug Hunt, Place Four

David Griffin, Place Three

Michael Myers, Place Five

- C5. Consent Request and Notice to Proceed for Modification to Existing AT&T Equipment
- C6. Resolution No. 2022-06 Authorizing Continued Participation with the Atmos Steering Committee

Mayor Pro Tem Hunt motioned to approve all consent agenda items.

Seconded by PL1 Case

No oppositions, no abstentions.

VOTE: The motion to approve carried unanimously: 3-0

REGULAR AGENDA

- ITEM 1. DISCUSSION** – Review of 2022 Ellis County Hazard Mitigation Plan with Ellis County Emergency Management Specialist Brian Davis.

Ellis County Emergency Management Specialist Brian Davis presented a draft of the Ellis County Hazard Mitigation Plan to the council. Mr. Davis advised that participating jurisdictions are currently reviewing the document to ensure it meets expectations and FEMA's planning requirements. Mr. Davis stated that this multi-jurisdictional plan is the first requirement for any jurisdiction to be eligible to receive FEMA-mitigation funding and is meant to be a guideline for the community's resiliency strategy.

- ITEM 2. DISCUSSION/ACTION** – Consideration of and action on a request from Frank Blanchard to refund \$900.00 paid to the City of Ovilla for annexation and zoning fees of the Stonewood Development.

The council discussed the request made by Mr. Frank Blanchard for a refund of the fees paid for the annexation and zoning of his property known as the Stonewood Development. Mayor Dormier advised that most cities do not refund fees associated with voluntary annexation and zoning petitions for properties.

PL1 Case motioned to deny the request from Frank Blanchard to refund \$900.00 paid to the City of Ovilla for annexation and zoning fees of the Stonewood Development.

Seconded by Mayor Pro Tem Hunt

No oppositions, no abstentions.

VOTE: The motion to approve carried unanimously: 3-0

- ITEM 3. DISCUSSION/ACTION** – Receive annual report from staff and recommendation from the Board Review Committee to consider and act on volunteer board appointment and/or reappointment(s) to serve a term on the Planning and Zoning Commission and/or direct staff to solicit for new applicants.

Staff presented recommendations to the City Council for appointments to the Planning and Zoning Commission based on interviews by the council-appointed Board Review Committee.

Mayor Pro Tem Hunt motioned to appoint the following to the Planning and Zoning Commission with Place 7 being a one-year unexpired term.

Place 2: Rachel Huber
 Place 4: Alan Whittaker
 Place 6: Fred Hart
 Place 7: Lindsey Pierce

Seconded by PL5 Piland
 No oppositions, no abstentions.

VOTE: The motion to approve carried unanimously: 3-0

ITEM 4. DISCUSSION/ACTION – Receive annual report from staff and recommendation from the Board Review Committee to consider and act on volunteer board appointment and/or reappointment(s) to serve a term on the Economic Development Corporation and/or direct staff to solicit for new applicants.

Staff presented recommendations to the City Council for appointments to the Economic Development Corporation based on interviews by the council-appointed Board Review Committee.

PL5 Piland motioned to appoint the following to the Economic Development Corporation with Place 6 being a one-year unexpired term.

Place 1: William Garner
 Place 3: Michael Mohan
 Place 5: Brandon Collett
 Place 7: Barbara Turner
 Place 6: Tana Jimenez

Mayor Pro Tem Hunt seconded the motion
 No oppositions, no abstentions.

VOTE: The motion to approve carried unanimously: 3-0

ITEM 5. DISCUSSION/ACTION - Consideration of and action on the City Council of the City of Ovilla serving as the Board of Adjustment as allowed by Section 211.008(g) of the Local Government Code.

Staff advised the council of concerns that have been raised by members of the public regarding the approval of recent variances. Staff also stated that meetings have been canceled in the past due to a lack of a quorum.

City Secretary Taylor advised that public hearings would need to be held per Section 211.008(g) of the Local Government Code prior to the adoption of an ordinance that would allow the City Council to serve as the Board of Adjustment.

PL1 Case motioned to direct staff to move forward with the publications of the public hearings and to draft an ordinance for the city council to review removing the current members of the Board of Adjustment and allowing the Council to serve as the Board of Adjustment.

Mayor Pro Tem Hunt seconded the motion.

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

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

No oppositions, no abstentions.

VOTE: The motion to approve carried unanimously: 3-0

ITEM 6. DISCUSSION/ACTION - Consideration of and action on an Engineering Services Agreement by and between the City of Ovilla and Birkhoff, Hendricks, and Carter, L.L.P., to complete an analysis of the Water and Wastewater Impact Fee Study update, authorizing payment of engineering services and authorizing the mayor to execute said Agreement.

Mayor Pro Tem Hunt motioned to approve the presented Engineering Services Agreement by and between the City of Ovilla and Birkhoff, Hendricks, and Carter, L.L.P., to complete an analysis of the Water and Wastewater Impact Fee Study update, authorizing payment of engineering services and authorizing the mayor to execute said Agreement.

Seconded by PL1 Case

No oppositions, no abstentions.

VOTE: The motion to approve carried unanimously: 3-0

ITEM 7. DISCUSSION/ACTION – Consideration of and action on the appointment of the Planning and Zoning Commission and one ad hoc member to serve as an Ovilla Impact Fee Advisory Committee to conduct the Water and Wastewater Impact Fee Study Update for the City of Ovilla in conjunction with Birkhoff, Hendricks, and Carter, LLP and direct staff as necessary.

PL 1 Case motioned to appoint the Planning and Zoning Commission and Windy Zabojnik (as the ad hoc member) to serve as an Ovilla Impact Fee Advisory Committee to conduct the Water and Wastewater Impact Fee Study Update for the City of Ovilla with the support of Birkhoff, Hendricks, and Carter, LLP.

Mayor Pro Tem Hunt seconded the motion.

No oppositions, no abstentions.

VOTE: The motion to approve carried unanimously: 3-0

ITEM 8. DISCUSSION/ACTION – Consideration of and action on the police department renovation including the possibility of awarding a bid for the renovation or directing staff to move forward with drafting a new plan of action for the renovation project.

City Manager Woodall presented the Council with a bid from DSA Contractors in the amount of \$424,496.00, which was the only bid received for the Police Renovation. Ms. Woodall advised that city staff has held two separate bid openings and reached out to several contractors to solicit bids. The council discussed funding for the project and the removal of the retention room to bring the cost of the renovation down.

No action was taken at this time.

ITEM 9. DISCUSSION/ACTION – Consideration of and action on the fiscal year 2022/2023 City of Ovilla Budget Calendar.

The council reviewed the budget calendar as presented by Finance Director Sharon Jungman.

The council accepted the budget calendar with the following changes:

July 21st, 2022 workshop moved to July 18th, 2022.

ITEM 10. DISCUSSION – Consideration of and action on Ordinance No. 2022-10 of the City Council of the City of Ovilla, Texas, amending Ordinance No. 2021-17 providing for budget amendments to the fiscal year 2021-2022 annual budget and program of services in accordance with Chapter 1, Article 1.05, Section 1.05.038 mid-year budget review and amendment, of the City of Ovilla; providing for budget amendments to the general fund and the water & utilities fund; providing for the incorporation of premises; providing a savings clause; providing a cumulative repealer clause; providing for severability; providing for engrossment and enrollment; and providing an effective date.

Finance Director Sharon Jungman presented the budget amendments included in Ordinance No. 2022-10 and requested City Council approval.

Mayor Pro Tem Hunt motioned to approve Ordinance No. 2022-10 of the City Council of the City of Ovilla, Texas, amending Ordinance No. 2021-17 providing for budget amendments to the fiscal year 2021-2022 annual budget and program of services in accordance with Chapter 1, Article 1.05, Section 1.05.038 mid-year budget review and amendment, of the City of Ovilla; providing for budget amendments to the general fund and the water & utilities fund.

PL 1 Case seconded the motion.

No oppositions, no abstentions.

VOTE: The motion to approve carried unanimously: 3-0

ITEM 11. DISCUSSION – Discussion an update on the planning and kick-off festivities for Heritage Day 2022.

Deputy City Secretary Emily Starkey presented an update to the council on the Heritage Day event. Ms. Starkey stated that the Heritage Day committee has met and discussed vendors, food trucks, maps of the site, and other activities.

Heritage Day Committee Chairman and Mayor Pro Tem Hunt stated he has received pledges for sponsorships in the amount of \$15,000.00 and is working with others who wish to be a sponsor as well.

ITEM 12. 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 Activity and Staffing Updates
 - Fire Department
 - Fire Activity and Staffing Updates
 - Public Works Department
 - Public Works Activity and Staffing Updates
 - Finance Department
 - Finance Activity and Staffing Updates
 - Administration
 - Administration Activity and Staffing Updates

Police Chief J. Bennett
Fire Chief B. Kennedy
Public Works Director J. Kuykendall
Finance Director S. Jungman
City Manager P. Woodall
City Secretary B. Taylor

None

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. 7:57 p.m.*

ES ITEM 1. DISCUSSION – 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.

City Manager

B. *Convene into Regular (Open) Session. 8:24 p.m.*

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

No Action

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

Mayor Dormier requested that Ms. Jimmie Wade be placed on the next agenda to discuss her upcoming concept plan with the council, and an update on the code enforcement concerns on Lariat Dr.

PL 1 Case requested that a special meeting be held to act on the police department renovation if staff were able to receive an update from the contractor.

ADJOURNMENT

Mayor Pro Tem Hunt made a motion to adjourn.

PL5 Piland seconded the motion.

There being no further business, Mayor Dormier adjourned the meeting at 8:39 p.m.

No oppositions, no abstentions.

VOTE: The motion to approve carried unanimously: 3-0

Richard Dormier, Mayor

ATTEST:

Bobbie Jo Taylor, City Secretary

APPROVED: July 11, 2022

CITY OF OVILLA MINUTES

Friday, June 17, 2022

Special City Council Meeting

105 S. Cockrell Hill Road, Ovilla, TX 75154

Mayor Dormier called the Special Council Meeting of the Ovilla City Council to order at 5:30 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	
David Griffin	Council Member, Place 3	
Doug Hunt	Mayor Pro Tem, Place 4	
Brad Piland	Council Member, Place 5	
Absent	Dean Oberg	Council Member, Place 2

Mayor Dormier noted the participating Council Members and the absence of Place 2 Council Member Dean Oberg, thus constituting a quorum. The city manager and finance department were present.

CALL TO ORDER

Invocation – *led by PL5 Piland.*

US. Pledge of Allegiance and TX Pledge – *led by PL4 Mayor Pro Tem Hunt.*

ANNOUNCEMENTS, PROCLAMATIONS, PRESENTATIONS, COMMENTS

None

CITIZEN COMMENTS:

None

CONSENT

None

REGULAR AGENDA

Mayor Dormier moved Item 2 to be discussed and considered first on the agenda.

ITEM 1. DISCUSSION/ACTION - Consideration of and action on the police department renovation including the possibility of awarding a bid for the renovation or directing staff to move forward with drafting a new plan of action for the renovation project.

Mayor Dormier initiated discussion with confirmation that a records retention room would be included in the renovation of the back portion of the police station – at least until a new retention room could be provided.

Place 3 Griffin and Place 4 Hunt voiced their displeasure of receiving only one sealed bid. However, it was the consensus of the council that this project needed to move forward. The finance department presented two funding options.

PL1 Case moved to approve and award the bid submitted by DSA Contractors in the amount of \$357,152.00 using the finance department's option one for funding, for the renovation of the police department, seconded by PL5 Piland.

PL3 Griffin and PL4 Hunt opposed, no abstentions, PL2 Oberg was noted absent.

Mayor Dormier broke the tie with an affirmative vote to approve.

VOTE: The motion carried unanimously: 3-2.

ITEM 2. DISCUSSION/ACTION – Consideration of and action on a change order for the police department renovation removing the records retention room from the project.

The consensus of the council was favorable to remove the construction of a separate building for records retention, modifying the construction project with a change order.

Mayor Pro Tem Hunt moved to approve the change order for the police department renovation that will remove a separate records retention building from the police department renovation project, seconded by PL5 Piland.

No oppositions, no abstentions, PL2 Oberg noted absent.

VOTE: The motion carried unanimously: 4-0.

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

1. Mayor Dormier	None
2. PL1 Case	None
3. PL2 Oberg	Absent
4. PL3 Griffin	None
5. PL4 Hunt	Status on public nuisance (fence on Cockrell Hill Road) & status on houses at Lariat Trail.
6. PL5 Piland	None
7. City Manager	None

ADJOURNMENT

PL5 Piland moved to adjourn the Special Council Meeting of June 17, 2022, seconded by Mayor Pro Tem Hunt.

No oppositions, no abstentions, PL2 Oberg noted absent

VOTE: The motion carried unanimously: 4-0.

There being no further business, Mayor Dormier adjourned the meeting at 5:58 p.m.

Richard Dormier, Mayor

ATTEST:

Bobbie Jo Taylor, City Secretary



Date: July 11, 2022

To: Honorable Mayor and Council Members

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

May 31, 2022

From:

Sharon Jungman – Finance Director

Transaction Detail Report
10/1/2021 - 5/31/2022

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.	PY111242021		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)
						Total	97,167.67	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)
11/23/2021	11/23/2021	AP Invoice	Federal Withholding 11/20/2021	Internal Revenue Service	PY111242021		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	Service 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	Service 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	Service 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	Service 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	Service 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	Service 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	Service 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	Service Internal Revenue Service	PY5272022	5,711.04	0.00	(102,214.77)
					Total	102,214.87	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)
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)
					Total		95,552.38	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
					Total		10,397.86	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
					Total		9,625.00	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
					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
						Total	41,912.23	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	BKD, 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
						Total	10,073.69	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
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

Total	<u><u>15,159.48</u></u>	<u><u>0.00</u></u>
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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 1051-01-05:052444		52,718.56	0.00	52,718.56
							Total	<u><u>52,718.56</u></u>	<u><u>0.00</u></u>

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
							Total	<u><u>27,866.00</u></u>	<u><u>0.00</u></u>

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	<u><u>8,250.00</u></u>	<u><u>0.00</u></u>

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
							Total	<u><u>16,500.00</u></u>	<u><u>0.00</u></u>

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	<u><u>13,240.00</u></u>	<u><u>0.00</u></u>

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	<u><u>8,558.00</u></u>	<u><u>0.00</u></u>

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

Total 42,867.17 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
						Total	<u><u>59,067.54</u></u>	<u><u>0.00</u></u>	

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
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
						Total	<u><u>24,380.10</u></u>	<u><u>0.00</u></u>	

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	<u><u>7,250.00</u></u>	<u><u>0.00</u></u>	

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	<u><u>7,500.00</u></u>	<u><u>0.00</u></u>	

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

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
					Total	224,721.35	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
						Total	5,909.00	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
						Total	85,986.04	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
						Total	20,000.00	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
						Total	28,479.00	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 - 12/2/21	City of Dallas	050302323211	052434	32,821.44	0.00	72,473.95

<u>12/31/21</u>									
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
						Total	230,157.75	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
						Total	9,125.35	0.00	

200 - Water And Utilities Fund

Account 200-80-52350

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
						Total	277,098.00	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	BKD, LLP	BK01549473	052803	8,100.00	0.00	8,100.00
						Total	<u>8,100.00</u>	<u>0.00</u>	

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 FOUNDERS PARK	Estes Electric, Inc	16446	052574	8,665.00	0.00	8,665.00
						Total	<u>8,665.00</u>	<u>0.00</u>	

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	<u>8,126.54</u>	<u>0.00</u>	

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
						Total	<u>17,200.00</u>	<u>0.00</u>	

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	BKD, LLP	BK01533468	1047	6,552.00	0.00	6,552.00
						Total	<u>6,552.00</u>	<u>0.00</u>	

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
						Total	<u>28,800.00</u>	<u>0.00</u>	

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	<u>98,969.00</u>	<u>0.00</u>	

RESOLUTION NO. 2022-07

RESOLUTION OF THE CITY OF OVILLA SUSPENDING THE AUGUST 1, 2022 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE

WHEREAS, on or about May 13, 2022, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Ovilla a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective August 1, 2022; and

WHEREAS, the City of Ovilla is a member of the Steering Committee of Cities Served by Oncor (“Steering Committee”) and will cooperate with the 169 similarly situated city members and other city participants in conducting a review of the Company’s application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

1. That the August 1, 2022 effective date of the rate request submitted by Oncor on or about May 13, 2022, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

2. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

3. That the City's reasonable rate case expenses shall be reimbursed by Oncor.

4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

5. A copy of this Resolution shall be sent to Oncor, Care of Howard V. Fisher, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this the 13TH day of July 2022.

Richard Dormier
Mayor, City of Ovilla

ATTEST:

Bobbie Jo Taylor
City Secretary, City of Ovilla

Mr. Brocato's Direct Line: (512) 322-5857
Email: tbrocato@lglawfirm.com

MEMORANDUM

TO: Steering Committee of Cities Served by Oncor Members

FROM: Thomas Brocato *TB*
Jamie Mauldin
Roslyn Dubberstein

DATE: June 13, 2022

RE: Oncor Electric Delivery Company's Statement of Intent to Increase Rates Suspension
Packet – **Updated Effective Date**

ACTION REQUIRED TO SUSPEND THE EFFECTIVE DATE BY AUGUST 10, 2022

On Friday, May 13, 2022, Oncor filed a Statement of Intent to Increase Rates with all cities in its service area that retain original jurisdiction. The Company is seeking to increase rates by approximately \$251 million over rates currently in place, or approximately 4.5% over present revenues. Residential customers would see an 11.2% increase in rates. If approved, a residential customer using 1,300 kWh per month would see a bill increase of about \$6.02 per month. Additionally, the Company proposes to increase street lighting rates by 1.6%.

The rate increase requested by Oncor will become effective on August 1, 2022, unless the city takes action to suspend the effective date. By statute, cities are permitted to extend the effective date by up to 90 days in order to study the filing. **The city must take action to suspend the effective date by August 1, 2022.** If your city does not have a regular council meeting scheduled before August 1st or is otherwise unable to take action on the suspension resolution August 1st, please contact us as soon as possible.

Attached to this memo is a model suspension resolution and staff report. In the past, Oncor local managers have provided cities with a model denial resolution and may recommend that the city immediately deny the rate request. If this occurs, we do not recommend that you deny the request at this time. Suspending the effective date allows cities more time to review the application and decide on the final action, including settlement or denial of Oncor's requested rate increase.

If you have any questions, please feel free to contact us:

Thomas – tbrocato@lglawfirm.com / 512-322-5857
Jamie – jmauldin@lglawfirm.com / 512-322-5890
Roslyn – rdubberstein@lglawfirm.com / 512-322-5802

AGENDA ITEM REPORT Item 1

Meeting Date: July 11, 2022

Department: Public Works

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 1. DISCUSSION - Discuss an update by staff regarding code concerns on Lariat Trail.

Attachments:

1. Status Report
2. Pictures of property

Discussion / Justification:

Background: The council directed staff to investigate violations on Lariat Trail as well as to have a discussion placed on the agenda. Per the status report on the code violations, the vehicles are legally parked behind the rear plane of the home. Unfortunately, a city cannot use drone footage in court that was taken by another resident. All photos have to be taken legally. No vehicles are visible that meet the Junked Vehicle Ordinance as it is currently written. Code Enforcement has been in contact with the owner on multiple occasions and no commercial business has been proven or discussed by the owner of the property.

Recommendation / Staff Comments:

Staff Recommends: N/A

Sample Motion(s):

Discussion Only

213 Lariat Trail

Property has multiple vehicles legally parked behind rear plane of house.

Pictures taken from a drone are not usable in court by Code Enforcement unless a warrant has been issued, probable cause would need to be shown to a judge, drone pictures of vehicles legally parked behind the rear plane of the house show no violations.

NO vehicles are visible that meet Junked Vehicle Ordinance- none of the vehicle appear to have been taken apart , no vehicle parts are visible on property. City Code requires both disassembled and invalid registration/inspection to qualify as a junked vehicle.

Code enforcement has met with owner on multiple occasions, no commercial business has been proven or discussed by owner.

Home Occupations are allowed in the City of Ovilla, no proof of any Home occupation has surfaced.

Code Enforcement has met with visitors to the property on Saturdays and Sundays and weekdays and no one has discussed paying for any work done on the property.

This property has been cited by Code Enforcement in the past when vehicles that met the Junked Vehicle Ordinance were on the property.

Pictures taken in the last month show no violations on the property at 213 Lariat Trail,





7.5.2022 09:38



AGENDA ITEM REPORT Item 2

Meeting Date: July 11, 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 2. DISCUSSION/ACTION – Consideration of and action on Ordinance No. 2022-11 an ordinance of the City of Ovilla, Texas, repealing and replacing Chapter 14 (zoning), Article 5 (administration), Section 45 (zoning board of adjustment) of the Code of Ordinances of the City of Ovilla; providing for the City Council to serve as the Board of Adjustment; providing a savings clause; providing a severance clause providing a savings clause; and setting an effective date.

Attachments:

1. Ordinance No. 2022.11
2. Planning and Zoning Recommendation

Discussion / Justification:

Background: As directed by Council at the June 13, 2022, City Council Meeting, staff has published a notice of a Public Hearing and held those Public Hearings before the Planning and Zoning Commission and the City Council. Council also directed staff to prepare an ordinance that would have the council serve as the Zoning Board of Adjustment. The said ordinance is attached.

Attendance of some BOA members have been sporadic and at times appeal hearings were canceled due to the lack of a quorum.

FY 2018-2019 – There were 11 scheduled meetings; three were canceled due to the lack of a quorum. One of the 11 meetings was a special meeting for the applicant because of a no quorum cancelation.

FY 2019-2020 – No meetings canceled due to lack of a quorum.

FY 2020-2021 – No meetings canceled due to lack of a quorum.

FY2021-2022 – There were 4 scheduled meetings; one was canceled due to the lack of a quorum.

Recommendation / Staff Comments:

Staff Recommends: Approval

Sample Motion(s):

I move to approve/deny Ordinance No. 2022-11 an ordinance of the City of Ovilla, Texas, repealing and replacing Chapter 14 (zoning), Article 5 (administration), Section 45 (zoning board of adjustment) of the Code of Ordinances of the City of Ovilla; providing for the City Council to serve as the Board of Adjustment

ORDINANCE NO. 2022-11

**AN ORDINANCE OF THE CITY OF OVILLA, TEXAS,
REPEALING AND REPLACING CHAPTER 14 (ZONING),
ARTICLE 5 (ADMINISTRATION), SECTION 45 (ZONING
BOARD OF ADJUSTMENT) OF THE CODE OF
ORDINANCES OF THE CITY OF OVILLA; PROVIDING FOR
THE CITY COUNCIL TO SERVE AS THE BOARD OF
ADJUSTMENT; PROVIDING A SAVINGS CLAUSE;
PROVIDING A SEVERANCE CLAUSE PROVIDING A
SAVINGS CLAUSE; AND SETTING 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 for, among other things, the establishment of a zoning board of adjustment; and

WHEREAS, Section 211.008(a) of the Texas Local Government Code provides that a municipality may, but is not required to, appoint a board of adjustment; and

WHEREAS, Section 211.008(g) of the Texas Local Government Code provides that the governing body of a Type A general law municipality by ordinance may grant the members of the governing body to serve as a board of adjustment under Chapter 211; and

WHEREAS, the city council finds and determines that the city's current zoning board of adjustment has become inefficient and ineffective due to absences of members and failures to achieve a quorum of members at scheduled meetings, and the resignation of members; and

WHEREAS, the city council finds and determines that it is in the best interests of the citizens of the City of Ovilla, and necessary of the prompt and efficient local governance of the City of Ovilla, to repeal and replace the current zoning board of adjustment ordinance and grant the city council members with authority to serve as the said board; 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 July 5th, 2022; and

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

WHEREAS, a public hearing on the provisions of this Ordinance before the City Council was conducted on July 11th, 2022.

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

**SECTION 1. REPEAL AND REPLACEMENT OF CHAPTER 14, ARTICLE
5, SECTION 45, OF THE CODE OF ORDINANCES OF THE
CITY OF OVILLA**

Chapter 14, Article 5, Section 45, of the Code of Ordinances of the City of Ovilla is hereby repealed in its entirety and replaced with the following provisions:

SECTION 45 - ZONING BOARD OF ADJUSTMENT

SEC. 45.1 ESTABLISHMENT

The members of the city council shall serve as the Zoning Board of Adjustment under Chapter 211 of the Texas Local Government Code.

SEC. 45.2 PROCEDURE

A. Meetings.

1. Meetings shall be held as needed at the call of the chairman and at such other times as the Board may determine.

2. All meetings shall be open to the public, except as permitted by the Texas Open Meetings Act.

B. Minutes. The Zoning Board of Adjustment shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote,

indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be public record and be immediately filed in the office of the Board, and which shall not become effective unless the Board has furnished a copy of the rules to the City Manager.

C. Rules. The Zoning Board of Adjustment shall adopt rules necessary to the conduct of its affairs and in keeping with the provisions of this ordinance and state statutes.

D. Quorum. A quorum for the conduct of business shall consist of four members of the Board.

SEC. 45.3 POWERS OF THE BOARD

The Zoning Board of Adjustment shall have the powers and exercise the duties of a Zoning Board of Adjustment in accordance with Section 211.009 of the Texas Local Government Code. The Board's jurisdiction shall extend to and include the hearing and deciding of the following types of appeals and applications, and to that end shall have the necessary authority to ensure continuing compliance with its decision. The Zoning Board of Adjustment shall have the following powers and duties:

A. Interpretation. To render an interpretation of the zoning regulations or the manner of their application where it is alleged there is error in any order, requirement, decision, or determination made by the administrative official in the administration of this ordinance. In reaching its decisions, the Board shall establish guidelines for future administrative action on like matters.

B. Special exceptions. To hear and decide upon those applications for special exceptions when the same is authorized under this ordinance subject to Board approval. A special exception shall not be granted by the Zoning Board of Adjustment unless it finds:

1. That the use is specifically permitted under the ordinance and the requirements for such use are met; and

2. That the locations of proposed activities and improvements are clearly defined on the site plan filed by the applicant; and

3. That the exception will be wholly compatible with the use and permitted development of adjacent properties.

C. Variances. To authorize upon appeal in specific cases such variance from the height, yard area, coverage, and parking regulations set forth in this ordinance as may be necessary to secure appropriate development of a parcel of land which differs from other parcels in the district by being of such restricted area, shape, or slope that it cannot be appropriately developed without such modification. A variance from the terms of this ordinance shall not be granted by the Zoning Board of Adjustment unless and until

it finds that:

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
2. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance;
3. That the special conditions and circumstances do not result from the actions of the applicant;
4. The Board shall further make a finding that the reasons set forth in the application justify the granting of the variance, and that the variance is the minimum variance that will make possible the reasonable use of the land, building or structure; and
5. The Zoning Board of Adjustment shall further make a finding that the granting of the variance will be in harmony with the general purpose and intent of this ordinance, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

D. Variance Uses. Under no circumstances shall the Board grant a variance to allow a use not permissible under the terms of this ordinance in the district involved, or any use expressly or by implication prohibited by the terms of this ordinance in said district.

E. Nonconforming Uses.

1. The Board may permit the reconstruction, extension, or enlargement of a building occupied by a nonconforming use on the lot or tract occupied by the building, and the addition of off-street parking or off-street loading to a nonconforming use.

2. The Board may require the discontinuance of nonconforming uses of land or buildings under any plan whereby the full value of the buildings and facilities can be amortized within a definite period of time, taking into consideration the general character of the neighborhood and the necessity of all property to conform to the regulations of this ordinance. All actions to discontinue a nonconforming use of land or structure shall be taken with due regard to the property rights of the persons affected, when considered in light of the public welfare and the character of the area surrounding the designated nonconforming use and the conservation and preservation of the property.

3. The Board shall, from time to time, on its own motion or upon cause presented by interested property owners, inquire into the existence, continuation, or maintenance of any nonconforming use within the city.

SEC. 45.4 APPEALS TO THE BOARD OF ADJUSTMENT

A. Interpretation. Appeals to the Zoning Board of Adjustment concerning interpretation or administration of this ordinance may be taken by any person aggrieved or by any officer, agency, department, or commission of the city affected by any decision of the administrative official. Such appeals shall be taken within ten (10) business days of the date the decision has been rendered by filing with the administrative official from whom the appeal is taken, and with the Zoning Board of Adjustment a notice of appeal specifying the grounds for appeal. The administrative official shall forthwith transmit to the Board all papers constituting the record upon which the action appealed from was taken.

B. Stay of proceedings. An appeal stays all proceedings in furtherance of the action appealed from, unless the administrative official from whom the appeal is taken certifies to the Zoning Board of Adjustment after the notice of appeal is filed with him that, by reason of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed other than by a restraining order which may be granted by the Zoning Board of Adjustment or by a court of record on application, and on due cause shown.

C. Special Exception Application. An application for a special exception to use or develop property as specifically authorized in district use regulations or in this section may be filed by any person owning the affected property or by any tenant upon written authorization of the owner. Such application shall be filed with the Board, and a copy thereof with the administrative official.

D. Form of Appeal or Application. The appeal or application shall be in such form and contain such information as the Board may require under its rules of procedure. An incomplete appeal or application shall be deemed only to give notice of intent to appeal or apply to the Board, and shall not be reviewed or scheduled for hearing until brought to completion.

E. Notice of Hearing. Official written notice of public hearing on every application for a variance or special exception or for an interpretation of regulations applying solely to an individual property shall be sent to all owners of property, or to the person rendering the same for city taxes, affected by such application, located within 200 feet of any property affected thereby, within not less than 10 days before such hearing is held. Such notice shall be served by using the last known address as listed on the town tax roll and depositing the notice, postage paid, in the United States mail. Notice of hearings on requests for interpretation of regulations applying to more than one property and ownership shall be given by means of a general notice as provided below. In addition, a list of items on the agenda to be heard by the Board shall be posted at a public place in City Hall at least 72 hours before the hearing on said items, and a list of agenda items shall be published in a newspaper of general circulation in the City at least

twenty-four 24 hours before the hearing at which action will be considered.

SEC. 45.5 HEARING AND DECISION

A. Generally. The Board shall fix a reasonable time for the hearing of appeal, give public notice thereof as well as notice to the parties in interest, and decide the same within a reasonable time. At the hearing, any party may appear in person or by agent or attorney. Evidence supporting the grant or denial of an appeal shall be submitted only through the administrative official or to the Board in public meeting. An appeal or application may be withdrawn upon written notice of the administrative official, but no appeal shall be withdrawn after posting of hearing notice and prior to Board action thereon without formal consent of the Board.

B. Decision and Voting. Every decision of the Board shall be based upon findings of fact and every finding of fact shall be supported in the record of proceedings. The enumerated conditions required to exist on any matter upon which the Board is authorized to pass under this ordinance shall be construed as limitations on the power of the Board to act.

1. Nothing herein contained shall be construed to empower the Board to change the terms of this ordinance, or to effect changes in the zoning districts. The powers of the Board shall be so applied that the terms of this ordinance will be strictly enforced.

2. In exercising its powers, the Board, so long as such action is in conformity with the provisions of Section 211.008 through Section 211.013. The Board may modify in whole or in part any order, requirement, decision or determination appealed from and may make such order, requirements, decision or determination as ought to be made, and to that end shall have the powers of the administrative official from whom the appeal is taken.

3. The concurring vote of four members of the Board shall be necessary to reverse any order, requirement, decision, or determination of the administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under this ordinance, or to authorize a variance from these regulations.

C. Disqualification from voting.

1. A member shall disqualify himself from voting whenever he finds that he has a personal or monetary interest in the property under appeal, or that he will be directly affected by the decision of the Board; or as otherwise required by the Texas Local Government Code.

2. A member may disqualify himself from voting whenever any applicant, or his agent, has sought to influence the vote of the member on the appeal, other than in the public hearing.

SEC. 45.6 DECISION

A. Approval of Request. In approving any request, the Zoning Board of Adjustment may impose such conditions in connection therewith to secure substantially the objectives of the regulations or provisions to which such variance is granted and to provide adequately for the maintenance of the integrity and character of the zone in which such permit is granted. In exercising its powers, the Board may modify, in whole or in part, any order, requirements, decision or determination as ought to be made. To that end, the Board shall have the powers of the administrative official, from whom the appeal is taken.

When necessary, the Zoning Board of Adjustment may require guarantees, in such form as it deems proper, to ensure that conditions designated in connection therewith are being or will be complied with.

B. Expiration of Relief. Unless a building permit or certificate of occupancy is obtained, an appeal shall expire 60 days after the Board's decision unless a greater time is requested in the application and is authorized by the Board. Any approval may be granted one emergency extension of 60 days on written request filed with the Board before expiration of the original approval.

C. Denial of Request. No appeal or application that has been denied shall be further considered by the Board under a subsequent request obtained by filing new plans and obtaining of a new decision from the administrative official unless:

1. The new plans materially change the nature of the request; or
2. The permitted development of other nearby property in the same zone has been substantially altered or changed by a ruling of the Board, so as to support an allegation of changed conditions.

D. Withdrawal of Request. An application withdrawn at or before the Board meeting may be resubmitted at any time for hearing before the Board, provided that another application fee is paid.

SEC. 45.7 APPEALS OF ZONING BOARD OF ADJUSTMENT ACTION

Any person or persons, or any board, taxpayer, department, commission or agency of the city aggrieved by any decision of the Zoning Board of Adjustment may seek review by a court of record a petition duly certified, setting forth that such decision is illegal in whole or in part, specifying the grounds of such illegality. Shall petition shall be presented to the court within ten days after the filing of the decision complained of in the office of the Zoning Board of Adjustment, and not thereafter.

(Ordinance 2010.013 adopted 6/14/10)

SEC. 45.8 AUTHORIZED SPECIAL EXCEPTIONS

The following privately owned or privately operated uses may be permitted as special exceptions by the Zoning Board of Adjustment in the districts indicated below, subject to full and complete compliance with any and all conditions listed, together with such other conditions as the Board may impose for protection of the public health or safety: (Ordinance 2018-15 adopted 8/13/18)

Table 45.A

Special Exception	District Where Permitted
Shared use of the same off-street parking areas by two or more uses as follows:	CR, CG, I
a. When two or more uses, according to such approved plan, share the same off-street parking area, each may be considered as having provided such shared space individually.	
b. The land uses and common parking facility must be located in close proximity to one another.	
c. The land uses must be located not farther from the shared parking than a distance of 300 feet, measured by a straight line from the nearest point of the land on which the use is served is located to the nearest point of the separated off-street parking space.	
Off-site parking when the following applies:	CR, CG, I
a. Must be located not farther from the use served than a distance of 300 feet, measured by a straight line from the nearest point of the land on which the use is served is located to the nearest point of the separated off-street parking space.	

	b. A written agreement shall be drawn to the satisfaction of the city attorney and executed by all parties concerned assuring the continued availability of the off-site parking facilities for the use they are intended to service.	
	Additional Height for Parking Lot Light Poles	All Districts
	Exceed Illumination of 20 foot-candle for Public and Semi-Public Facilities	All Districts
	Permit Laser Source Lights, Searchlights, Floodlights, Up-lighting of displays and bldgs, and Mercury Vapor lights	All Districts
	Reduction (between 1% and 15%) of required parking	CR, CG, I
	Antenna facilities which do not meet the requirements of Section 37 , Section 37 Wireless communication Facilities	See Section 37 , Section 37 Wireless communication Facilities
	Additional height over the maximum permitted requirement	CR, CG, I

45.9 FEES

There shall be a fee assessed for each request for a variance or special exception appeal submitted to the Board to this ordinance, in accordance with the City's [Fee Schedule](#).

SECTION 2. 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 3. 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 adjudged or held to be void or unconstitutional, 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 4. 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 5. PUBLICATION

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

PASSED, APPROVED and ADOPTED by the City Council, the City of Ovilla, Texas, on this the 13th day of July 2022.

Richard Dormier, Mayor

ATTEST:

Bobbie Jo Taylor, City Secretary

APPROVED AS TO FORM:

Ron G. MacFarlane, Jr., City Attorney

AGENDA ITEM REPORT Item 3

Meeting Date: July 11, 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 3. DISCUSSION/ACTION – Consideration of and Action on Ordinance No. 2022-12 an ordinance of the City of Ovilla, Texas, amending Chapter 11 (taxation) of the Code of the City's ordinances; providing for a hotel/motel occupancy tax of seven percent (7%) on the price paid for a room in a hotel/motel located within the city limits and the city's extraterritorial jurisdiction; defining terms; providing for a tax levy; providing for the disposition of revenue; providing for collection, providing for reports, payments, and fees; providing rules and regulations; providing for penalties; providing a savings clause; providing a severance clause; providing an effective date; and providing for publication.

Attachments:

1. Ordinance No. 2022.12

Discussion / Justification:

Background: Staff has become aware that some homes in Ovilla are being used as short-term rentals and/or bed and breakfasts. The staff has worked with legal counsel in order to provide the council with the option of taxing those establishments with a Hotel/Motel Occupancy Tax (HOT). This tax will apply to any business in the city and the ETJ that rents rooms and is not exclusive to hotels or motels only. Taxable units would include but are not limited to Air BNBS, Hotels, Motels, Bed and Breakfasts, Boarding Houses, and others. This is not a tax on the business or homeowner but rather a tax on the renter or occupant of the rental.

Recommendation / Staff Comments:

Staff Recommends: Approval

Sample Motion(s):

I move to approve/deny Ordinance No. 2022-12 an ordinance of the City of Ovilla, Texas, amending Chapter 11 (taxation) of the Code of the City's ordinances; providing for a hotel/motel occupancy tax of seven percent (7%) on the price paid for a room in a hotel/motel located within the city limits and the city's extraterritorial jurisdiction

ORDINANCE NO. 2022-12

**AN ORDINANCE OF THE CITY OF OVILLA, TEXAS,
AMENDING CHAPTER 11 (TAXATION) OF THE CODE OF
THE CITY'S ORDINANCES; PROVIDING FOR A
HOTEL/MOTEL OCCUPANCY TAX OF SEVEN PERCENT
(7%) ON THE PRICE PAID FOR A ROOM IN A
HOTEL/MOTEL LOCATED WITHIN THE CITY LIMITS
AND THE CITY'S EXTRATERRITORIAL JURISDICTION;
DEFINING TERMS; PROVIDING FOR A TAX LEVY;
PROVIDING FOR THE DISPOSITION OF REVENUE;
PROVIDING FOR COLLECTION, PROVIDING FOR
REPORTS, PAYMENTS, AND FEES; PROVIDING RULES AND
REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING
A SAVINGS CLAUSE; PROVIDING A SEVERANCE CLAUSE;
PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR
PUBLICATION.**

WHEREAS, the City of Ovilla, Texas, is a Type-A general law municipality organized and existing under the laws of the State of Texas; and

WHEREAS, Chapter 351 of the Texas Tax Code, sets forth the authority of a municipality to levy by ordinance a hotel occupancy tax upon the cost of occupancy of any room or other hotel facility used for sleeping, within the corporate limits of the municipality and its extraterritorial jurisdiction ("ETJ") where the charge of the room is \$2.00 or more per day; and

WHEREAS, the City Council of the City of Ovilla, Texas, has determined that public facilities and services in general benefit and are enjoyed by visitors to the City of Ovilla, and the display, entertainment, meeting, and other public convenience facilities are provided for the use, convenience, and additional benefit of visitors.

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

**SECTION 1. AMENDMENT OF CHAPTER 11 OF THE CODE OF
ORDINANCES OF THE CITY OF OVILLA, TEXAS**

Chapter 11 of the Code of Ordinances of the City of Ovilla, Texas, is hereby amended by the addition of Article 11.04 to provide as follows:

ARTICLE 11.04 HOTEL/MOTEL OCCUPANCY TAX

Sec. 11.04.001. Definitions.

As used in this article:

City the City of Ovilla, Texas.

Consideration means the cost of a room in a hotel/motel for two dollars (\$2.00) or more per day, if the room is one ordinarily used for sleeping, and shall not include the cost of any food served or personal services rendered to the occupant not related to cleaning and readying the room for occupancy and shall not include any tax assessed by any other governmental agency for occupancy of the room.

Hotel/Motel means any building or buildings in which the public may, for a consideration, obtain sleeping accommodations. The term shall include hotels, motels, bed and breakfasts, tourist homes, houses or courts, lodging houses, and trailer motels used for sleeping accommodations not involving the transportation of travelers, dormitory space where bed space is rented to individuals or groups, apartments not occupied by permanent residents, and/or other buildings where rooms are furnished for a consideration. "Hotel" does not include hospitals, sanitariums, or nursing homes.

Occupancy means the use of possession, or the right to use or possession of any room in a hotel/motel if the room is one ordinarily used for sleeping and if the occupant's use, possession or right to use or possession extends for a period of less than thirty (30) days.

Occupant means anyone, who, for a consideration, uses, possesses, or has a right to use or possess any room in a hotel if the room is one ordinarily used for sleeping.

Person means any individual, company, corporation, or association owning, operating, managing, or controlling any hotel.

Tax means the hotel/motel occupancy tax levied in this article.

Tourist means an individual who travels from the individual's residence to a different municipality, county, state, or country for pleasure, recreation, education, or culture.

Visitor Information Center means a building, or a portion of a building used to distribute or disseminate information to tourists.

Quarterly Period the regular calendar quarters of the year, the first quarter being composed of the months of January, February, and March; the second quarter, being the months of April, May, and June; the third quarter being the months of July, August, and September; and the fourth quarter being October, November, and December.

Sec. 11.04.002. Levy; disposition of revenue; exemptions.

- (a) There is hereby levied a tax upon the cost of occupancy of any sleeping room furnished by any hotel/motel where the cost of occupancy is at the rate of two dollars (\$2.00) or more per day. The tax is equal to seven percent (7%) of the consideration paid by the occupant(s) of the sleeping room to the hotel/motel, exclusive of other occupancy taxes imposed by other governmental agencies.
- (b) Disposition of revenues collected from the seven percent (7%) hotel/motel occupancy tax shall be in accordance with all applicable sections of Subtitle D, Chapter 351 of the Texas Tax Code, which includes (i) funding programs which promote tourism and the convention and hotel/motel industry; (ii) establishes, improves or maintains a Visitor Information Center; (iii) pays the cost for tourism-related advertising and promotions of the city or its vicinity; (iv) funds programs which enhance the arts; (v) funds historical restoration or preservation programs; or (vi) pays for any other programs authorized under Subtitle D, Chapter 351 of the Texas Tax Code.
- (c) The tax may not be imposed upon a corporation or association organized and operated exclusively for religious, charitable, or educational purposes, no part of the net earnings of which inures to the benefit any of private shareholder or individual.

Sec. 11.04.003. Collection.

Every person owning, operating, managing, or controlling any hotel shall collect the tax for the city.

Sec. 11.04.004. Reports, payments, fees.

- (a) On the last day of the month, or the first business day following the last day if it is a non-business day, following each quarterly period in which a tax is due, every person or corporation required by this article to collect the tax shall file a report with the city showing:
 - (1) The consideration paid for all occupations in the quarterly period;
 - (2) The amount of tax collected on behalf of the city from the occupancies; and
 - (3) Any other information the city manager or the city manager's designee may require.
- (b) Every person required by this article to collect the tax shall pay the tax due on all occupancies of the quarterly period to the city at the time of filing the report required under subsection (a) of this section.

Sec. 11.04.005. Rules and regulations.

The city manager shall have the power to make any rules and regulations necessary to effectively collect the tax. The city manager, or the city manager's designee, shall, upon giving reasonable notice, have access to all books and records necessary to enable him or her to determine the correctness of any report filed as required by this article and the amount of taxes due under this article.

Sec. 11.04.006. Offenses and penalties.

- (a) A person commits an offense under this article if he:
 - (1) Fails to collect the tax levied by this article;
 - (2) Fails to file a report as required by this article;
 - (3) Fails to pay the director the tax levied by this article when payment is due; or
 - (4) Files a false report.
- (b) An offense committed under subsection (a) of this section is punishable by a fine not to exceed Five Hundred Dollars (\$500).
- (c) In addition to any criminal penalties imposed under Subsection (b) of this section, a person failing to pay the tax to the city by last day of the month following the quarterly period in which the tax is required by this article to be collected shall pay an amount equal to five (5%) percent of the tax due as a penalty. Delinquent taxes draw interest at the rate of ten (10%) percent per year beginning 30 days from the date the tax is due to the city.

- (d) In addition to the foregoing, the city is authorized to file legal proceedings against the hotel/motel for noncompliance seeking any other remedies provided by state law.
- (e) In addition to the amount of any tax owed, a person is liable to the city for all reasonable attorney's fees incurred by the city in enforcing this chapter against the person and in collecting any tax owed by the person under this chapter.

SECTION 2. SAVINGS CLAUSE

If 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. EFFECTIVE DATE

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

SECTION 5. PUBLICATION

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

PASSED, APPROVED and ADOPTED by the City Council of Ovilla, Texas
on this the 13th day of July, 2022.

Richard Dormier, Mayor

ATTEST:

Bobbie Jo Taylor, City Secretary

APPROVED AS TO FORM:

Ron G. MacFarlane, Jr., City Attorney

SEC. 45.6 DECISION

A. Approval of Request. In approving any request, the Zoning Board of Adjustment may impose such conditions in connection therewith to secure substantially the objectives of the regulations or provisions to which such variance is granted and to provide adequately for the maintenance of the integrity and character of the zone in which such permit is granted. In exercising its powers, the Board may modify, in whole or in part, any order, requirements, decision or determination as ought to be made. To that end, the Board shall have the powers of the administrative official, from whom the appeal is taken.

When necessary, the Zoning Board of Adjustment may require guarantees, in such form as it deems proper, to ensure that conditions designated in connection therewith are being or will be complied with.

B. Expiration of Relief. Unless a building permit or certificate of occupancy is obtained, an appeal shall expire 60 days after the Board's decision unless a greater time is requested in the application and is authorized by the Board. Any approval may be granted one emergency extension of 60 days on written request filed with the Board before expiration of the original approval.

C. Denial of Request. No appeal or application that has been denied shall be further considered by the Board under a subsequent request obtained by filing new plans and obtaining of a new decision from the administrative official unless:

1. The new plans materially change the nature of the request; or
2. The permitted development of other nearby property in the same zone has been substantially altered or changed by a ruling of the Board, so as to support an allegation of changed conditions.

D. Withdrawal of Request. An application withdrawn at or before the Board meeting may be resubmitted at any time for hearing before the Board, provided that another application fee is paid.

SEC. 45.7 APPEALS OF ZONING BOARD OF ADJUSTMENT ACTION

Any person or persons, or any board, taxpayer, department, commission or agency of the city aggrieved by any decision of the Zoning Board of Adjustment may seek review by a court of record a petition duly certified, setting forth that such decision is illegal in whole or in part, specifying the grounds of such illegality. Shall petition shall be presented to the court within ten days after the filing of the decision complained of in the office of the Zoning Board of Adjustment, and not thereafter.

(Ordinance 2010.013 adopted 6/14/10)

SEC. 45.8 AUTHORIZED SPECIAL EXCEPTIONS

The following privately owned or privately operated uses may be permitted as special exceptions by the Zoning Board of Adjustment in the districts indicated below, subject to full and complete compliance with any and all conditions listed, together with such other conditions as the Board may impose for protection of the public health or safety: (Ordinance 2018-15 adopted 8/13/18)

Table 45.A

Special Exception	District Where Permitted
Shared use of the same off-street parking areas by two or more uses as follows:	CR, CG, I
a. When two or more uses, according to such approved plan, share the same off-street parking area, each may be considered as having provided such shared space individually.	
b. The land uses and common parking facility must be located in close proximity to one another.	
c. The land uses must be located not farther from the shared parking than a distance of 300 feet, measured by a straight line from the nearest point of the land on which the use is served is located to the nearest point of the separated off-street parking space.	
Off-site parking when the following applies:	CR, CG, I
a. Must be located not farther from the use served than a distance of 300 feet, measured by a straight line from the nearest point of the land on which the use is served is located to the nearest point of the separated off-street parking space.	

	b. A written agreement shall be drawn to the satisfaction of the city attorney and executed by all parties concerned assuring the continued availability of the off-site parking facilities for the use they are intended to service.	
	Additional Height for Parking Lot Light Poles	All Districts
	Exceed Illumination of 20 foot-candle for Public and Semi-Public Facilities	All Districts
	Permit Laser Source Lights, Searchlights, Floodlights, Up-lighting of displays and bldgs, and Mercury Vapor lights	All Districts
	Reduction (between 1% and 15%) of required parking	CR, CG, I
	Antenna facilities which do not meet the requirements of Section 37 , Section 37 Wireless communication Facilities	See Section 37 , Section 37 Wireless communication Facilities
	Additional height over the maximum permitted requirement	CR, CG, I

45.9 FEES

There shall be a fee assessed for each request for a variance or special exception appeal submitted to the Board to this ordinance, in accordance with the City's [Fee Schedule](#).

SECTION 2. 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 3. 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 adjudged or held to be void or unconstitutional, 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 4. 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 5. PUBLICATION

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

PASSED, APPROVED and ADOPTED by the City Council, the City of Ovilla, Texas, on this the 13th day of July 2022.

Richard Dormier, Mayor

ATTEST:

Bobbie Jo Taylor, City Secretary

APPROVED AS TO FORM:

Ron G. MacFarlane, Jr., City Attorney

AGENDA ITEM REPORT Item 4

Meeting Date: July 11, 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 4. DISCUSSION/ACTION – Consideration of and action on an offer for the acquisition of property located at 625 W. Main St., Ovilla, TX, Parcel ID: P00054255 by The Texas Department of Transportation and presented by McCarthy Partners, LLC.

Attachments:

1. Real Estate Appraisal Report
2. Initial Offer Package

Discussion / Justification:

Background: McCarthy Partners on behalf of TxDot has contacted the city regarding land needed for an extension project of FM 664(Right of Way at Heritage Park). TxDot has made an offer on the property of \$11,260.00. As referenced in the offer package, TxDot believes that the compensation for the property is mutually beneficial based on the appraisal.

Recommendation / Staff Comments:

Staff Recommends: Approval

Sample Motion(s):

I move to approve/deny an offer for the acquisition of property located at 625 W. Main St., Ovilla, TX, Parcel ID: P00054255 by The Texas Department of Transportation and presented by McCarthy Partners, LLC.

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: 625 W. Main St., Ovilla, TX

Property Owner: City of Ovilla, A Texas Municipal Corporation (per title commitment)

Address of Property Owner: 105 Cockrell Hill Rd. Suite 2, Ovilla, Tx 75154 (mailing, per ECAD)

Occupant's Name: City of Ovilla – Heritage Park

Whole: Partial: Acquisition

District: Dallas

Parcel: P00054255

ROW CSJ: 1051-01-057

Federal Project No: N/A

Highway: FM 664

County: Ellis

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple estate to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas, and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires to sell, but is not obliged to sell, and is bought by one who desires to buy, but is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future." City of Austin v. Cannizzo, 267 S.W. 2d 808 (Tex 1954).

Certificate of Appraiser

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is \$11,268 as of November 5, 2021, based upon my independent appraisal and the exercise of my professional judgment;

On November 5, 2021 and other dates, I personally inspected in the field the property herein appraised. The property owner responded to our certified correspondence and gave verbal permission to inspect the property in their absence;

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report, and were inspected on the dates shown on the comparable data supplement sheets;

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the client until authorized by the client to do so, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified to such findings;

That my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access on this parcel? No
2. If so, is the denial of direct access material? No
3. The lack of any access or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of 0.

I certify to the best of my knowledge and belief:

That the statements of fact contained in this report are true and correct;

That the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions;

That I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved;

That my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration within the reasonable control of the owner, has been disregarded in estimating the compensation for the property.

Appraiser Signature
Christi Boyd Glendinning
Certification Number
TX-1321645-G
November 6, 2021

To the best of my knowledge, the value does not include any items which are not compensable under State law.

Reviewing Appraiser
Marilyn M. Blake
11/9/2021
Date



USPAP REQUIREMENTS AND SALIENT FACTS

PURPOSE OF THE APPRAISAL

The purpose of this report is stated on page one. The report is in compliance with the requirements of the Uniform Standards of Professional Appraisal Practice and the Code of Ethics of the Appraisal Institute. The report is also prepared in accordance with the guidelines promulgated by the Texas Department of Transportation.

CLIENT/INTENDED USERS

The client and intended user is the Texas Department of Transportation (TxDOT) and its authorized representatives.

INTENDED USE

The intended use of this report is for decision-making purposes by the client and intended users in connection with the prospective acquisition. The appraiser is not responsible for unauthorized use of this report.

DEFINITIONS

A Fee Simple Estate is definable as "absolute ownership, unencumbered by another interest or estate, and subject only to the limitations of eminent domain, escheat, police power, or taxation. An Easement estate is defined as "an interest in real property that conveys use, but not ownership, of a portion of an owner's property." Market Value is defined on page one.

EFFECTIVE DATE OF THE APPRAISAL

The subject property is appraised as of November 5, 2021, and is subject to the market influences and economic conditions which existed on that date. The subject property was inspected on November 5, 2021 and other dates. The comparable sales were inspected on the dates indicated on the comparable sales supplement data sheets.

PROPERTY IDENTIFICATION

The subject property is land improved with site and small structure improvements that comprise Heritage Park, a City of Ovilla public park, and is physically addressed as 625 W. Main St., located within the city limits of Ovilla.

WHOLE PROPERTY SIZE

The conveyance deed states the property to be 2.910 acres (or 126,760 SF, calculated), which will be used as the whole property size for this appraisal.

The TxDOT survey shows a portion of the property's north boundary to be located within the W. Main St. prescriptive right of way (roadway) and comprises approximately 1,580 SF (as measured aerially). This portion of the whole property has limited use to the owner.

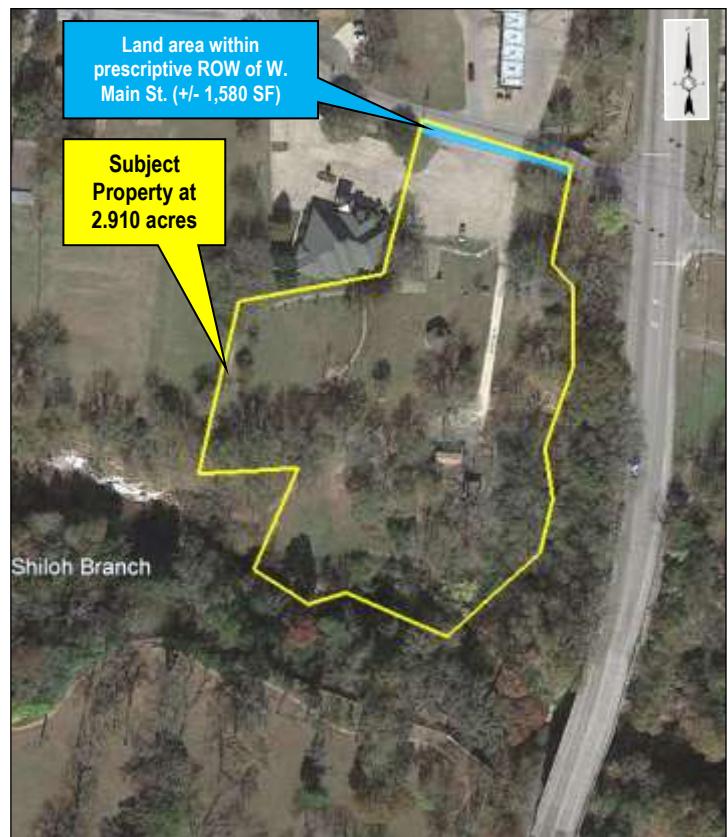
OWNERSHIP HISTORY

According to the title documents provided by the client, ownership of the subject property is vested in City of Ovilla, a Texas Municipal Corporation, as conveyed from Ovilla Consumer's Cooperative Association, et al, via Deed Without Warranty, as recorded on February 22, 1996 in Volume 1228 Page 363 of the Ellis County Deed Records. No transfers of the property have occurred within a five-year period.

ACQUISITION

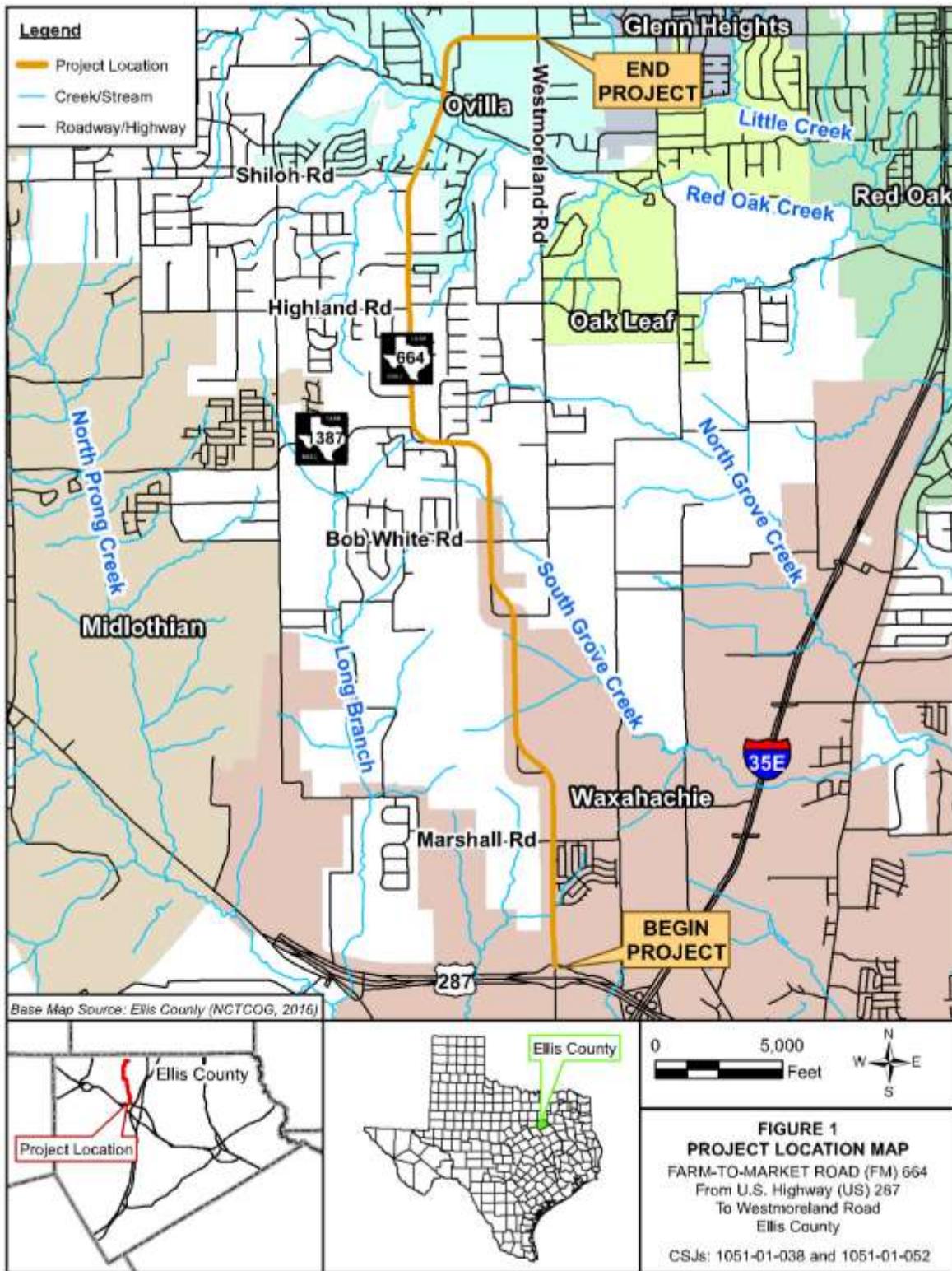
The fee simple right of way acquisition comprises 0.133 acres or 5,776 SF, of which 1,580 SF lies within the prescriptive right of way of W. Main St. The acquisition is located along the subject's W. Main St. frontage and comprises only vacant land with minimal site improvements.

There are also native trees and vegetation within the acquisition area. The value of the native trees and vegetation is considered inherent in the value of the underlying land and thus considered non-compensable as separate items.



RIGHT OF WAY PROJECT

The State of Texas seeks to acquire the parcel for right-of-way for the 8.08 mile FM 664 road widening from US 287 to Westmoreland Road. The proposed project consists of the reconstruction, realigning, and widening of FM 664. Improvements would include the expansion of the current 2-lane rural roadway to a 4-lane urban roadway (ultimate 6-lanes) with a raised median to provide additional capacity and improve safety. Improvements would consist of 12-foot wide travel lanes, and 14-foot wide outside shared-use lanes, sidewalks with American Disabilities Act (ADA) curb ramps in both directions.



USPAP REQUIREMENTS AND SALIENT FACTS

SCOPE OF THE APPRAISAL/APPRAISAL PROCEDURE

To perform this assignment, we took the following steps in developing our appraisal:

- Afforded the property owner the opportunity to accompany me at the time of the inspection. The owner's representative was not present but gave verbal permission to inspect the property in their absence.
- Physically inspected the subject property and surrounding market area.
- Collected factual information about the property and the market area. Research was done in order to ascertain the impact of all relevant public and private improvements existing and planned for the immediate area.
- Performed a highest and best use analysis of the whole property.
- Gathered market information on comparable sales. The comparable sales information was confirmed with at least one of the parties to the transaction.
- Analyzed the market data and developed indications of value under the applicable approaches to value for a credible assignment result. The market information was analyzed for an appraisal of the Whole Property, the Part to be Acquired and the value of the Remainder Before and Remainder After the acquisition. This analysis is based on a partial acquisition in which the owner will continue to have ownership in the remaining property.
- For the purpose of this analysis the Sales Comparison Approach will be developed in order to estimate a value for the subject's underlying land area. The Cost Approach is developed to estimate the value of the impacted site improvements only. Due to the unique nature of the park improvements, the Sales Comparison and Income Approaches for improved properties are not developed.
- Partitioned the Whole Property value opinion between the Part to be Acquired and the Remainder Before the acquisition. The Part to be Acquired and Remainder Before estimates are prorated allocations of the whole property.
- Performed a highest and best use analysis on the Part to be Acquired.
- Performed a highest and best use analysis on the Remainder After with consideration to the impact on the residual property as a result of the proposed acquisition. If necessary, the cost to cure and restore the functional utility of the Remainder After was estimated.
- Developed an estimate of the total compensation due to the owner of the property as the result of a proposed acquisition by summation of the Part to be Acquired, any damages to the remainder and any costs to cure. Damages, if any, are calculated based on the difference in the value opinion for the Remainder Before and Remainder After.
- Prepared an appraisal report summarizing our analyses, opinions and conclusions.

The report is prepared in compliance with the requirements of the Uniform Standards of Professional Appraisal Practice and the Code of Ethics of the Appraisal Institute. The report is also prepared in accordance with the guidelines promulgated by the Texas Department of Transportation.

USPAP REQUIREMENTS AND SALIENT FACTS

PERSONAL PROPERTY AND TRADE FIXTURES

The estimate of compensation in this report is for real property interest, or real estate which includes the physical land and improvements attached to the land. This report does not include a value estimate for personal property or trade fixtures (see Cost Approach). **No items of personal property were observed within the acquisition area.**

APPRAISAL REPORT

This is an Appraisal Report that is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value.

DISCLAIMERS

An environmental study covering the subject is not available. No environmental hazards are readily notable from our inspection. This is not, however, a guarantee that environmental concerns do not exist. All previous uses of the site are not known. The subject is appraised predicated on the absence of environmental hazards. The conclusions of this appraisal report would be materially changed if detrimental environmental conditions were associated with the subject.

EXTRAORDINARY ASSUMPTIONS/HYPOTHETICAL CONDITIONS

The Uniform Standards of Professional Appraisal Practice require the disclosure of hypothetical conditions and extraordinary assumptions when employed in the development of an appraisal.

As defined in the Uniform Standards of Professional Appraisal Practice, a **hypothetical condition** is "that which is contrary to what exists but is supposed for the purpose of analysis."

The subject is appraised conditioned upon the following:

It is the policy of the Texas Department of Transportation that the appraisal of rights-of-way exclude the effect on value, if any, that a proposed public improvement may have on the whole property and the part to be acquired; and the appraisal of the remainder property must include the effects of the part acquired and the public project, except that those elements that are considered non-compensable are excluded from the remainder analysis.

As defined in the Uniform Standards of Professional Appraisal Practice, an **extraordinary assumption** is "an assumption, directly related to a specific assignment, which if found to be false, could alter the appraiser's opinions or conclusions."

It is assumed the State of Texas will, where necessary, and without burden to the subject owner, negotiate the successful movement of any non-landowner items that are situated within the acquisition area, such as utility lines and appurtenances.

The subject has frontage along W. Main St. only, although it has some exposure to FM 664 (Ovilla Rd.) Adequate access to the subject is assumed legally available via W. Main St. only as of the appraisal date. Upon development of the property, curb cuts, or specific access points for ingress and egress, would be subject to the control of the Texas Department of Transportation or Ellis County.

Our analysis is based on the size and location of the acquisitions as shown on the acquisition surveys provided in order to estimate potential impacts to the property. The portion of the property estimated to be in the prescriptive right of way was measured aerially. Any changes, updates or errors in the survey provided could result in changes to the value estimates.

With regard to drainage, it is the appraisers' understanding that the Texas Department of Transportation has employed the appropriate engineering professionals to ensure that drainage to the remainder property is adequate. It is our understanding that the Texas Department of Transportation handles any potential additional water runoff within facilities obtained within and for the additional right of way. With that in mind, this appraisal report assumes that improvements to the roadway adjacent to the subject property will not negatively impact drainage of the site. The appraisers do not have expertise in hydraulic engineering and cannot comment on specifics as they relate to future drainage plans.

The use of the above hypothetical conditions and extraordinary assumptions might have affected the assignment results.

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: P00054255

Date Taken: November 5, 2021

1. Point from which taken: Near subject's NWC along W. Main St.

Local Address: 625 W. Main St., Ovilla TX

Taken By: AW Glendinning for Christi Glendinning

Looking: South across acquisition area and subject's west boundary



2. Point from which taken: Near subject's NWC

Looking: East along acquisition area and subject's W. Main St. frontage



PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: P00054255

Date Taken: November 5, 2021

3. Point from which taken: Near subject's NEC

Local Address: 625 W. Main St., Ovilla TX

Taken By: AW Glendinning for Christi Glendinning

Looking: South across acquisition and along subject's east boundary



4. Point from which taken: Near subject's NEC

Looking: West along the acquisition area and subject's W. Main St. frontage



PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: P00054255

Date Taken: November 5, 2021

5. Point from which taken: Subject's W. Main St. frontage

Local Address: 625 W. Main St., Ovilla TX

Taken By: Christi Glendinning

Looking: South across acquisition toward interior of park area



6. Point from which taken: Parking lot area of subject

Looking: North across parking lot toward acquisition area and W. Main St.



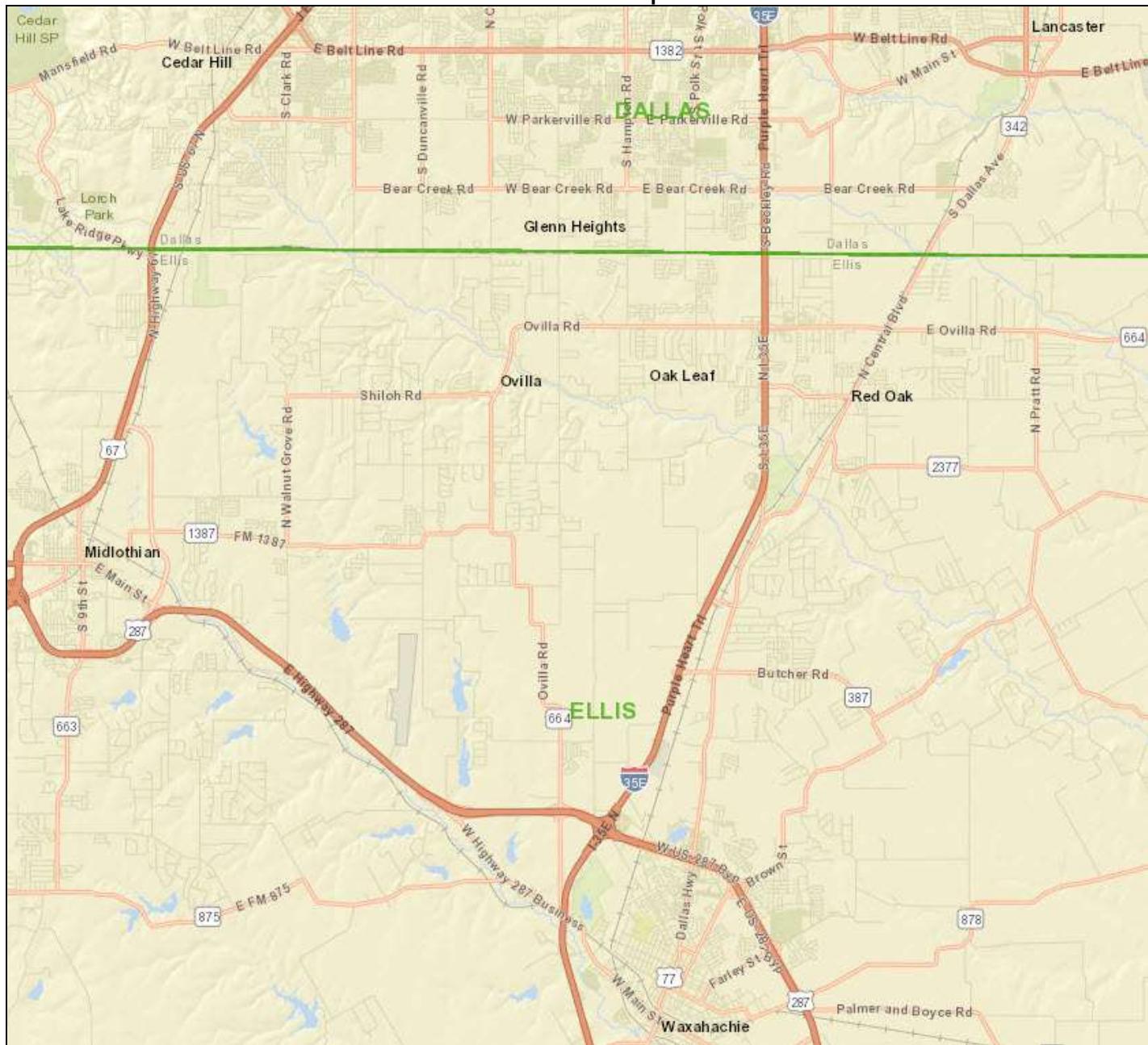
MARKET AREA ANALYSIS

MARKET AREA BOUNDARIES AND INFLUENCES

The subject's market area is rural to suburban in nature and is primarily comprised of the city of Ovilla, portions of the cities of Waxahachie, Midlothian, Red Oak, Cedar Hill, Glenn Heights, DeSoto and unincorporated Ellis County. The area is generally bordered by FM 1382 to the north, FM 342 to the east, US 67 to the west and FM 875 to the south. Overall, access to the market area is good.

IH-35E, US 287 and US 67 are the main traffic arteries to and from the market area. IH-35E runs north and south in the eastern portion of the market area, US 67 runs northeast to southwest in the central portion of the market area and US 287 runs northwest to southeast through the southern portion of the market area. Other notable thoroughfares are US 77, FM 1387, FM 664/Ovilla Road, Bear Creek Road, Walnut Grove Road, Shiloh Road, Belt Line Road, Broad Street and FM 875.

Market Area Map



MARKET AREA INFLUENCES

When analyzing value influences, the forces that influence value are important in market area analysis. The market area analysis focuses on the four forces – economic, environmental, social and governmental.

MARKET AREA ANALYSIS

Economic Influences

Economic characteristics are *income levels, owner occupancy, property values and trends, vacancy rates, amount of development and construction*.

The median, average and per capita income levels for the areas within a one, three and five-mile radius of the intersection of FM 1387 and FM 664/Ovilla Road are summarized in the chart to the right and trends for the market area are summarized in the chart below.

	1 mile	3 miles	5 miles
Mortgage Income			
2020 Percent of Income for Mortgage	9.6%	9.7%	9.8%
Median Household Income			
2020 Median Household Income	\$106,453	\$114,269	\$102,206
2025 Median Household Income	\$110,005	\$118,115	\$105,507
2020-2025 Annual Rate	0.66%	0.66%	0.64%
Average Household Income			
2020 Average Household Income	\$117,690	\$131,524	\$117,255
2025 Average Household Income	\$128,148	\$142,379	\$127,555
2020-2025 Annual Rate	1.72%	1.60%	1.70%
Per Capita Income			
2020 Per Capita Income	\$36,624	\$42,464	\$38,014
2025 Per Capita Income	\$39,856	\$45,907	\$41,287
2020-2025 Annual Rate	1.71%	1.57%	1.67%

The housing unit levels and overall development trends are summarized in the chart below.

Housing Unit Summary			
2000 Housing Units	243	1,694	7,005
Owner Occupied Housing Units	94.2%	92.6%	84.9%
Renter Occupied Housing Units	4.9%	5.4%	11.3%
Vacant Housing Units	0.8%	2.1%	3.8%
2010 Housing Units	703	3,238	11,393
Owner Occupied Housing Units	89.3%	89.4%	83.5%
Renter Occupied Housing Units	7.5%	6.9%	12.0%
Vacant Housing Units	3.1%	3.8%	4.5%
2020 Housing Units	1,029	4,606	15,829
Owner Occupied Housing Units	92.7%	92.9%	86.6%
Renter Occupied Housing Units	5.1%	4.9%	10.7%
Vacant Housing Units	2.2%	2.2%	2.8%
2025 Housing Units	1,184	5,139	18,102
Owner Occupied Housing Units	92.1%	92.2%	86.3%
Renter Occupied Housing Units	5.2%	4.9%	10.5%
Vacant Housing Units	2.8%	2.8%	3.2%

Development Stage	<i>Rural to Suburban</i>
Growth Rate	<i>Steady to Increasing</i>
Property Values	<i>Increasing</i>

Land uses within the market area include a variety of districts and uses, with the predominant use being residential, with commercial and retail along the major thoroughfares.

Housing/Residential Development

The market area supports a growing residential community that offers a variety of housing options for homebuyers and renters. Many new residential communities are under development in Ovilla and the surrounding areas.

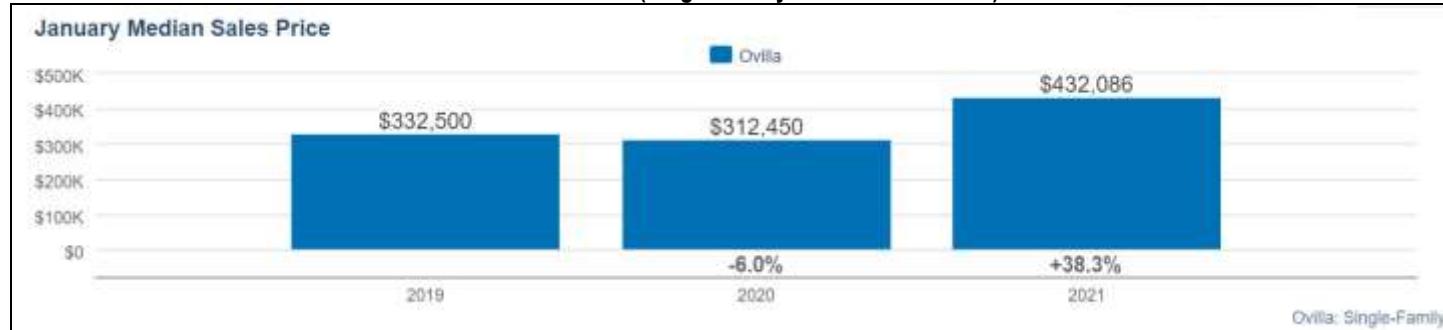
Single-family residential developments include Stone Creek, Villages of Charleston, Harmony, Bob White Estates, Bryson Springs, Kensington, Meadows at Longbranch, Covington Crossing, Oxford Ranch, McAlpin Manor Estates, Settler's Glen, Remington Ranch, Massey Meadows, Bryson Springs, Legacy Estates, Horseshoe Meadows, Somercrest Estates, The Enclave, Magnolia Meadows and Windermere Estates.

MARKET AREA ANALYSIS

Most of the multi-family developments in the market area are located in Waxahachie, DeSoto, Glenn Heights, Red Oak and Cedar Hill. Some of these include The Palladium Glenn Heights, Red Oak Town Village, South Meadows, Huntington Ridge, DeSoto Ranch Apartments, Pebble Creek Apartments, Timber Oaks Apartments, and Blue Lake Villas Apartments, Bridgepoint and Oxford At Crossroads Centre.

The historical MLS data in the following charts illustrate the area's growth and value trends.

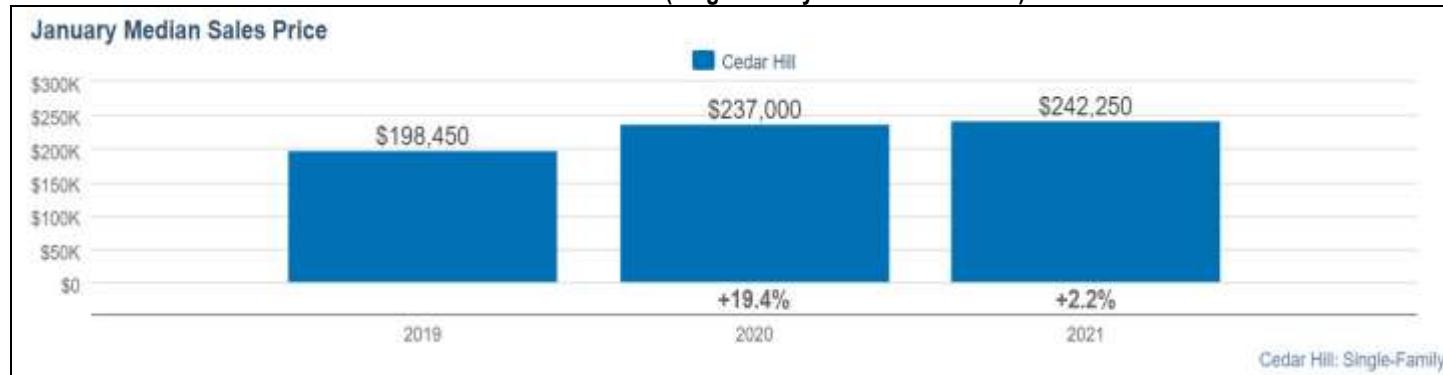
CITY OF OVILLA (Single-Family Median Sales Price)



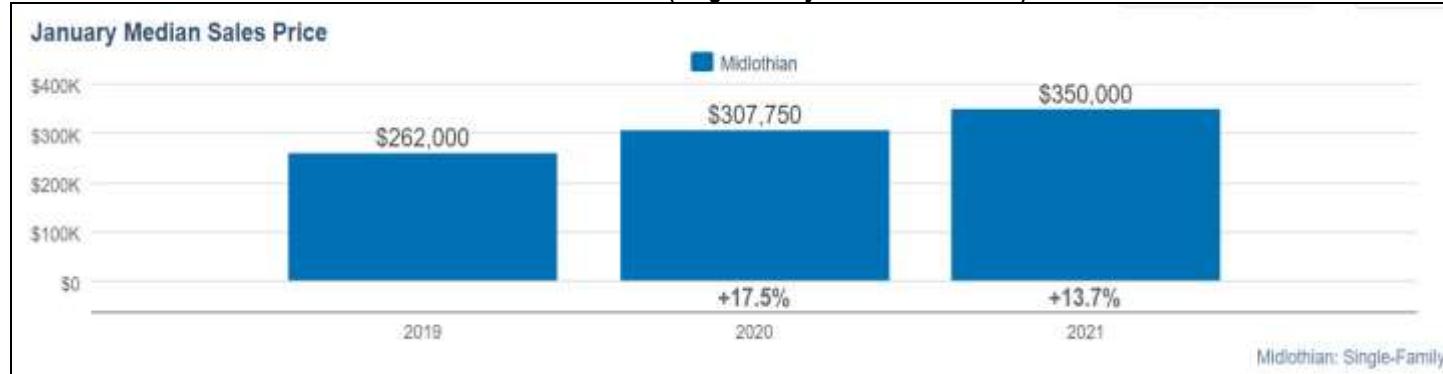
CITY OF WAXAHACHIE (Single-Family Median Sales Price)



CITY OF CEDAR HILL (Single-Family Median Sales Price)



CITY OF MIDLOTHIAN (Single-Family Median Sales Price)



MARKET AREA ANALYSIS

Commercial/Retail Development

Most retail development in the market area is concentrated along FM 664 in Ovilla & Red Oak, US 287, US 67 and along IH-35.

One of the newer retail developments is Midlothian Towne Crossing, a 53-acre retail development that features a Kroger Marketplace, Ross Dress for Less, Burk's Outlet, Petco, Ulta, Jo-Ann Fabrics, Famous Footwear and several perimeter restaurants and retailers such as Panda Express and Quick Trip.



Red Oak has numerous retail and commercial developments along FM 664, most notably at the northeast and southeast corners of Interstate 35E and FM 664. Most of this development surrounds the Walmart Supercenter (north) and Brookshire Grocery (south) includes several new restaurants and small retail centers. Additional retail developments in Red Oak are the Red Oak Buckskin Center and the Red Oak Depot.

Other retail developments in the market area include the Walmart Supercenter to the west along US 67, Midlothian Plaza, Midlothian Crossing, Waxahachie Crossing, Waxahachie Towne Center and Hillside Village in Cedar Hill.

Waxahachie Town Center

Waxahachie Town Center located near US 287 and US 77 was opened in 2004 and is home to national retailers such as Lowe's, Target and Belk. This shopping destination contains around 405,785 square feet of gross leasable area.



Waxahachie Crossing

Waxahachie Crossing is located at the NWC of US 287 and US 77 in Waxahachie, TX. The shopping center was opened in 2007 and contains approximately 363,875 square feet of gross leasable area. Major anchors include The Home Depot, JC Penny, Best Buy, Ross Dress For Less and Petsmart. Other notable retailers include Maurices and Famous Footwear.

Industrial Development

Industrial development is located mainly along the US 67, IH-35E and US 287 corridors. Production of steel and cement has been a predominant industrial force in the Midlothian area for many decades. Holcim Cement, Ashgrove Texas, and Martin Marietta are large cement producers, while Gerdau produces steel products.

The Rail Port Business Park is a 1,600-acre dual-rail-served business park development by Martin Marietta and the City of Midlothian. The park is designed for sites of 10 to 200 acres and has ideal highway access. Notable companies that are located in the Rail Port Park are Toys "R" Us Distributing, Western Power Sports, QuikTrip Distribution Center and Target Distribution Center.

The Auto Park is a 600-acre automobile processing and distribution center on the northeast side of Midlothian. The park offers 24-hour on-site security and is within a Foreign Trade Zone (FTZ 113), which permits tax exemptions for users dealing in imported goods.



MARKET AREA ANALYSIS

Other notable industrial developments in the market area are the Triumph Aerostructures/Vought facility, the Eagle Industrial and Business Park, the 157-acre Southfield 35 Business Park, the ProLogis Park 2035, which is home to Johnstone Supply and Quaker Oats, and the Dal Parc Logistic Center, which is home to L'Oreal. A \$600 million dollar Google Data Center is planned for a 166-acre site at the northwest quadrant of FM 664 and SH 342. The facility is scheduled to have 40 employees within 5 years of its completion.

Environmental Influences

Environmental influences in the market area that should be considered include: topographic features, adequacy of public utilities, open space, waterways, general maintenance of property in the area, effective age of development and access to public transportation. Terrain in the market area varies from level to rolling. A few creeks traverse the area, most notably Waxahachie Creek, Little Creek, Bear Creek, North Prong Creek, Powers Branch and Red Oak Creek.

There are a number of parks and recreation amenities in the immediate area. Joe Pool Lake is located in the northwestern portion of the market area and offers a number of nature trails, parks and water recreation. Joe Pool Lake was created in 1985 for water supply and recreation for the Dallas/Fort Worth metroplex. The lake opened in 1989 and encompasses 7,740 acres of water surface. Most of the land surrounding the lake is opened to the public. There are two marinas located on the lake that provide boat rentals and slips. The marinas also offer bait, ice and snacks.

Notable golf courses include the Tanglewood Country Club, Country View Golf Course and Thorntree Country Club.

In general, the availability of suburban amenities varies throughout the market area. In some cases, extensions of utilities and infrastructure are required. Municipal water or co-op water service is available in some parts of the subject vicinity. However, large portions of the area are served by septic sewer systems. Various telecommunication companies provide telephone service. Electric service is also available throughout the area as is natural gas service. The cities of Ovilla, Waxahachie and Midlothian provide police, fire and medical response capabilities within the market area.



Social Influences

Relevant social influences include population density, educational characteristics, age levels, household size, employment levels and crime. The charts below illustrate the population, household size and age trends for the market area.

	1 mile	3 miles	5 miles
Population Summary			
2000 Total Population	804	5,132	20,543
2010 Total Population	2,383	9,603	33,069
2020 Total Population	3,549	14,090	47,605
2020 Group Quarters	0	0	41
2025 Total Population	4,060	15,647	54,301
2020-2025 Annual Rate	2.73%	2.12%	2.67%
2020 Total Daytime Population	2,700	11,033	41,424
Workers	886	4,016	16,473
Residents	1,814	7,017	24,951
Household Summary			
2000 Households	241	1,659	6,739
2000 Average Household Size	3.34	3.09	3.03
2010 Households	681	3,116	10,885
2010 Average Household Size	3.50	3.08	3.03
2020 Households	1,006	4,504	15,392
2020 Average Household Size	3.53	3.13	3.09
2025 Households	1,151	4,994	17,529
2025 Average Household Size	3.53	3.13	3.10
2020-2025 Annual Rate	2.73%	2.09%	2.63%
2010 Families	596	2,723	9,251
2010 Average Family Size	3.73	3.30	3.28
2020 Families	870	3,915	13,020
2020 Average Family Size	3.79	3.36	3.35
2025 Families	993	4,329	14,791
2025 Average Family Size	3.79	3.37	3.36
2020-2025 Annual Rate	2.68%	2.03%	2.58%

MARKET AREA ANALYSIS

The following chart illustrates the educational attainment of the residential population in the market area.

	1 mile	3 miles	5 miles
2020 Population 25+ by Educational Attainment			
Total	2,310	9,532	31,556
Less than 9th Grade	0.8%	1.1%	3.2%
9th - 12th Grade, No Diploma	4.8%	4.9%	5.3%
High School Graduate	15.1%	15.9%	18.4%
GED/Alternative Credential	2.8%	3.1%	3.4%
Some College, No Degree	27.2%	23.0%	26.4%
Associate Degree	8.9%	11.8%	8.7%
Bachelor's Degree	31.9%	29.8%	24.4%
Graduate/Professional Degree	8.4%	10.3%	10.1%

The following charts illustrate the employment percentage and occupation profiles for the market area.

	1 mile	3 miles	5 miles
2020 Employed Population 16+ by Occupation			
Total	1,748	7,115	22,827
White Collar	73.6%	72.3%	69.2%
Management/Business/Financial	20.7%	19.9%	17.5%
Professional	26.3%	27.6%	25.6%
Sales	11.1%	10.5%	10.4%
Administrative Support	15.6%	14.3%	15.7%
Services	11.5%	10.8%	10.4%
Blue Collar	15.1%	16.8%	20.4%
Farming/Forestry/Fishing	0.1%	0.0%	0.5%
Construction/Extraction	5.0%	4.3%	5.6%
Installation/Maintenance/Repair	3.6%	4.6%	4.4%
Production	3.8%	3.5%	4.0%
Transportation/Material Moving	2.5%	4.4%	5.9%
2020 Civilian Population 16+ in Labor Force			
Civilian Population 16+	1,869	7,621	24,649
Population 16+ Employed	93.4%	93.4%	92.6%
Population 16+ Unemployment rate	6.6%	6.6%	7.4%

The following chart illustrates the number of businesses and employees compared to the residential population in the market area. According to the STDB chart below, there are 889 businesses employing 8,240 employees within the five-mile radius of the subject area.

	1 mile	3 miles	5 miles
Data for all businesses in area			
Total Businesses:	26	186	889
Total Employees:	377	1,756	8,240
Total Residential Population:	3,549	14,090	47,605
Employee/Residential Population Ratio (per 100 Residents)	11	12	17

Below is a list of companies and their specific industry that are located within the cities of Midlothian and Waxahachie.

Name	Address	Employees	Industry
GERDAU AMERISTEEL	300 WARD RD	1100	Manufacturing
TOYS 'R' US	3800 RAILPORT PKWY	300	Transportation/Warehousing
TXI MIDLOTHIAN CEMENT PLANT	245 WARD RD	285	Manufacturing
WAL-MART SUPERCENTER	400 N HWY 67	365	Retail Trade

Name	Address	Employees	Industry
CARDINAL GLASS	201-301 CARDINAL RD	280	Manufacturing
DART CONTAINER CORP	850 SOLON RD	500	Manufacturing
OWENS-CORNING FIBERGLASS	3700 N IH 35 E	475	Manufacturing
SOUTHWESTERN ASSEMBLIES OF GOD UNIVERSITY	1200 SYCAMORE ST	250	Education
WALGREEN'S DISTRIBUTION CENTER	710 FM 664	800	Transportation/Warehousing
WAL-MART SUPERCENTER	1200 N HWY 77	550	Retail Trade
WAXAHACHIE ISD	411 N GIBSON ST	257	Education

Governmental

Governmental factors that impact an area include property tax burden, impact fees, zoning, building codes and quality of public services such as schools, police and fire protection. Midlothian, DeSoto, Red Oak, Cedar Hill and Waxahachie serve the market area for primary education.

Midlothian Independent School District has over 8,000 students enrolled in six elementary, two middle and two high schools.

Navarro College in Midlothian has a new higher education facility on Mt. Zion Road and there are numerous colleges and universities in the Dallas/Fort Worth metroplex.



CONCLUSIONS

The market area benefits from its accessibility via major freeways (US 67, US 287 and IH-35E). The market area is expected to see continued growth and has numerous available vacant tracts to contribute to the area's expansion.

SITE ANALYSIS

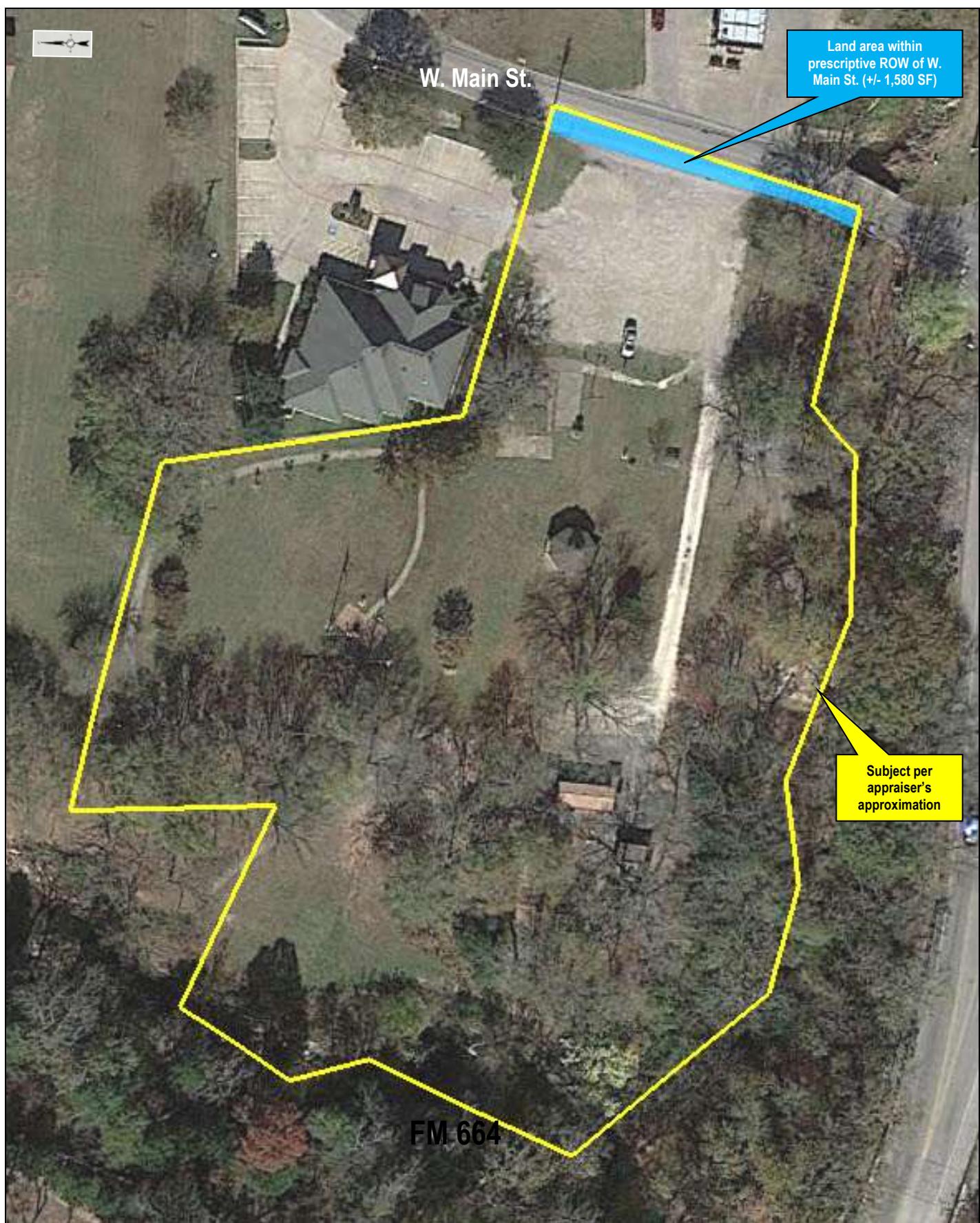
Location	625 W. Main St., Ovilla, Ellis County, Texas. Ellis County Appraisal District records list the property's address as Midlothian, but shows the owner to be paying Ovilla city taxes, and interactive maps show the subject to have Ovilla zoning. For purposes of this appraisal, it is assumed that the property is located in the city of Ovilla.
Size	2.910 acres, or 126,760 SF
Shape	Irregular
Frontage	157.85' on W. Main St. (2-lanes, undivided, paved) per TxDOT survey Although the subject has exposure to FM 664 (Ovilla Rd.), it has no direct frontage on it.
Traffic Counts	W. Main St. – 4,086 vehicles per day at the subject, per 2019 TxDOT traffic map
Flood Plain	FEMA MAP PANEL: 48139C0050F, June 3, 2013 – (see map Pg. 2.16) Floodway (undevelopable) – 14% of whole property area Zone AE – 1% annual chance of flood – 9% of whole property area Zone AE – 0.2% annual chance of flood – 8% of whole property area Zone X – no flood – 69% of whole property area
Topography	Mostly level
Utilities	Water – Available Sewer - Available
Surrounding Land Uses	North – W. Main St. with a car wash/coffee store, vacant tracts and small commercial uses beyond East – City tract with FM 664, a church and residential uses beyond South – A large residential compound with a church and residential uses beyond West – An office building with commercial uses beyond
Zoning	CR – Restricted Commercial per City of Ovilla
Taxes	2021 Certified Value: The value for the land is assessed at \$100,390 (or \$0.79/SF calculated) based on the total appraisal district size of 2.91 acres or 126,760 SF. The whole improved property is assessed at \$101,930 including the minor park improvements that are noted to include a shed and storage building.
Easements/Deed Restrictions	Typical utility easements were observed, however, none appear detrimental to the development of the site. According to the title policy provided, there are no easements noted and there are no known deed restrictions or restrictive covenants associated with the property. Although not specified as such in the subject's conveyance deed, the TxDOT survey shows a portion of the subject property to be located within the prescriptive right of way (roadway) of W. Main St. Aerial measurements indicate this area to comprise approximately 1,580 SF of the subject's whole property area.
Improvements	The subject property is improved with various public park related structures such as small pavilions, and other site improvements such as benches, tables, bollards, etc.

PART TO BE ACQUIRED

Acquisition Areas	0.133 AC or 5,776 SF, of which +/- 1,580 SF lies within the prescriptive right of way of W. Main St.	The fee simple right of way acquisition impacts only land and gravel paving.
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REMAINDER

The remainder land size will be 2.777 acres, or 120,984 SF of land that continues to be improved with a public park.



PID 187687 | 625 W MAIN STProperty Summary Report | 2021
Online Services | ELLIS APPRAISAL DISTRICT**GENERAL INFO****ACCOUNT**

Property ID: 187687
 Geographic ID: 62.0693.000.060.00.108
 Type: R
 Zoning: COMM
 Agent:
 Legal Description: 693 J McNAMARA 2.91 ACRES

OWNER

Name: OVILLA CITY OF
 Secondary Name:
 Mailing Address: 105 COCKRELL HILL RD STE 2, OVILLA,
 TX, 75154-1493
 Owner ID: 59284
 % Ownership: 100.00
 Exemptions: EX-XV

Property Use: LOCAL

LOCATION

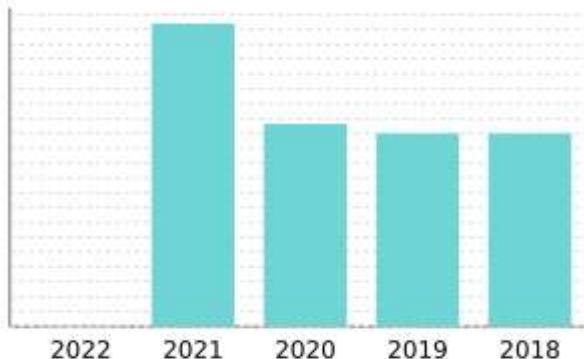
Address: 625 W MAIN ST MIDLOTHIAN TX 76065
 Market Area:
 Market Area CD: EXEMPT
 Map ID: 13-3

**PROTEST**

Protest Status:
 Informal Date:
 Formal Date:

VALUES**CURRENT VALUES**

Land Homesite:	\$0
Land Non-Homesite:	\$100,390
Special Use Land Market:	\$0
Total Land:	\$100,390
Improvement Homesite:	\$0
Improvement Non-Homesite:	\$1,540
Total Improvement:	\$1,540
Market:	\$101,930
Special Use Exclusion (-):	\$0
Appraised:	\$101,930
Value Limitation Adjustment (-):	\$0
Net Appraised:	\$101,930

VALUE HISTORY

Values for the current year are preliminary and are subject to change.

VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2022	N/A	N/A	N/A	N/A	N/A	N/A
2021	\$100,390	\$1,540	\$0	\$101,930	\$0	\$101,930
2020	\$66,550	\$1,540	\$0	\$68,090	\$0	\$68,090
2019	\$63,380	\$1,540	\$0	\$64,920	\$0	\$64,920
2018	\$63,380	\$1,540	\$0	\$64,920	\$0	\$64,920

TAX CARD

TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value	Estimated Tax
070	ELLIS COUNTY	0.320194	\$101,930	\$0	\$0.00
208	MIDLOTHIAN ISD	1.379800	\$101,930	\$0	\$0.00
362	CITY OF OVILLA	0.660000	\$101,930	\$0	\$0.00
R70	ELLIS COUNTY LATERAL ROAD	0.030082	\$101,930	\$0	\$0.00
		TOTAL TAX RATE: 2.39007			
		ESTIMATED TAXES WITH CURRENT EXEMPTIONS: \$0.00			
		ESTIMATED TAXES WITHOUT EXEMPTIONS: \$2,436.20			

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

IMPROVEMENT

Improvement #1: COMMERCIAL	Improvement Value: \$1,540	Main Area: 0
State Code: F1		Gross Building Area: 702.3

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
SHED	SHED	SHDA		0	2000	2000	452.3
STGA	STORAGE AVERAGE	STGA		1	2017	2017	250

Improvement Features

LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
SQFT	PER SQUARE FOOT	2.91	126,760	\$0.79	\$100,390	\$0

DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
2/22/96	OT	Other	OVILLA CO OP ASSOC	OVILLA CITY OF		1228	363	0
	OT	Other	PREVIOUS OWNER UNKNOWN	OVILLA CO OP ASSOC		00000	00000	0

TAX AERIAL AND TAX MAP

Tax Aerial

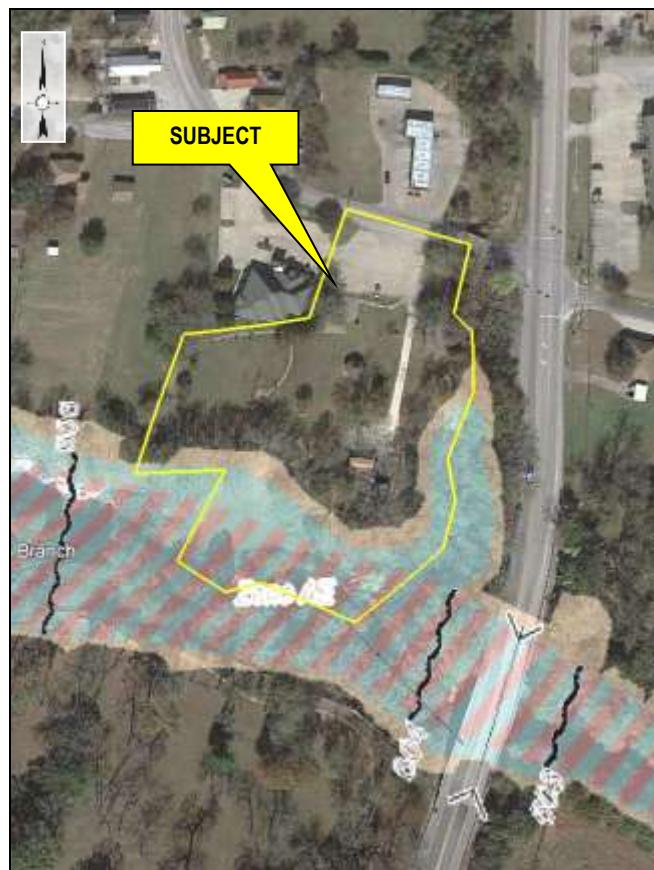


The property line boundaries appear to be shifted north and east.

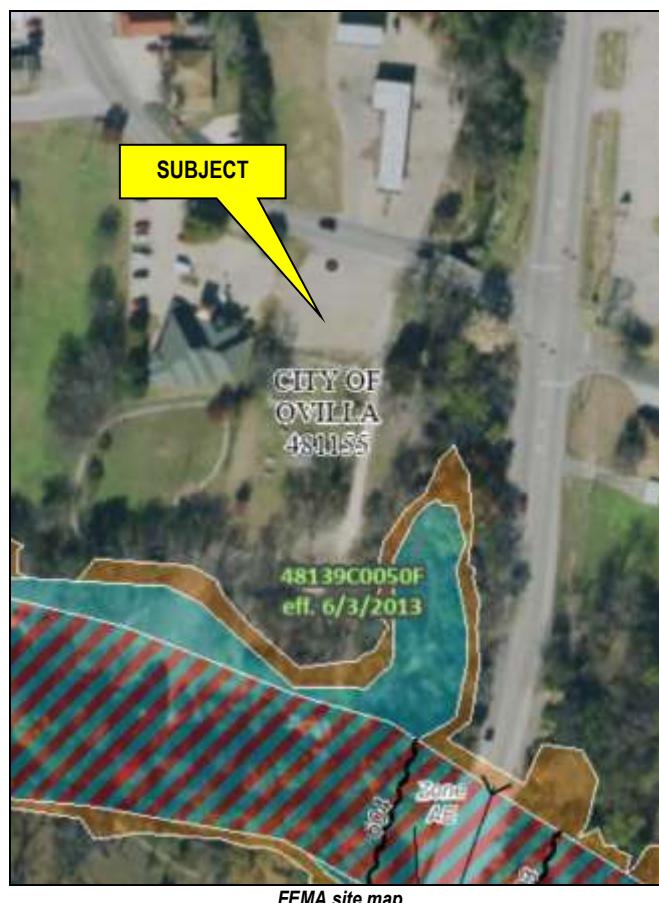
Tax Map



FLOOD PLAIN AERIAL



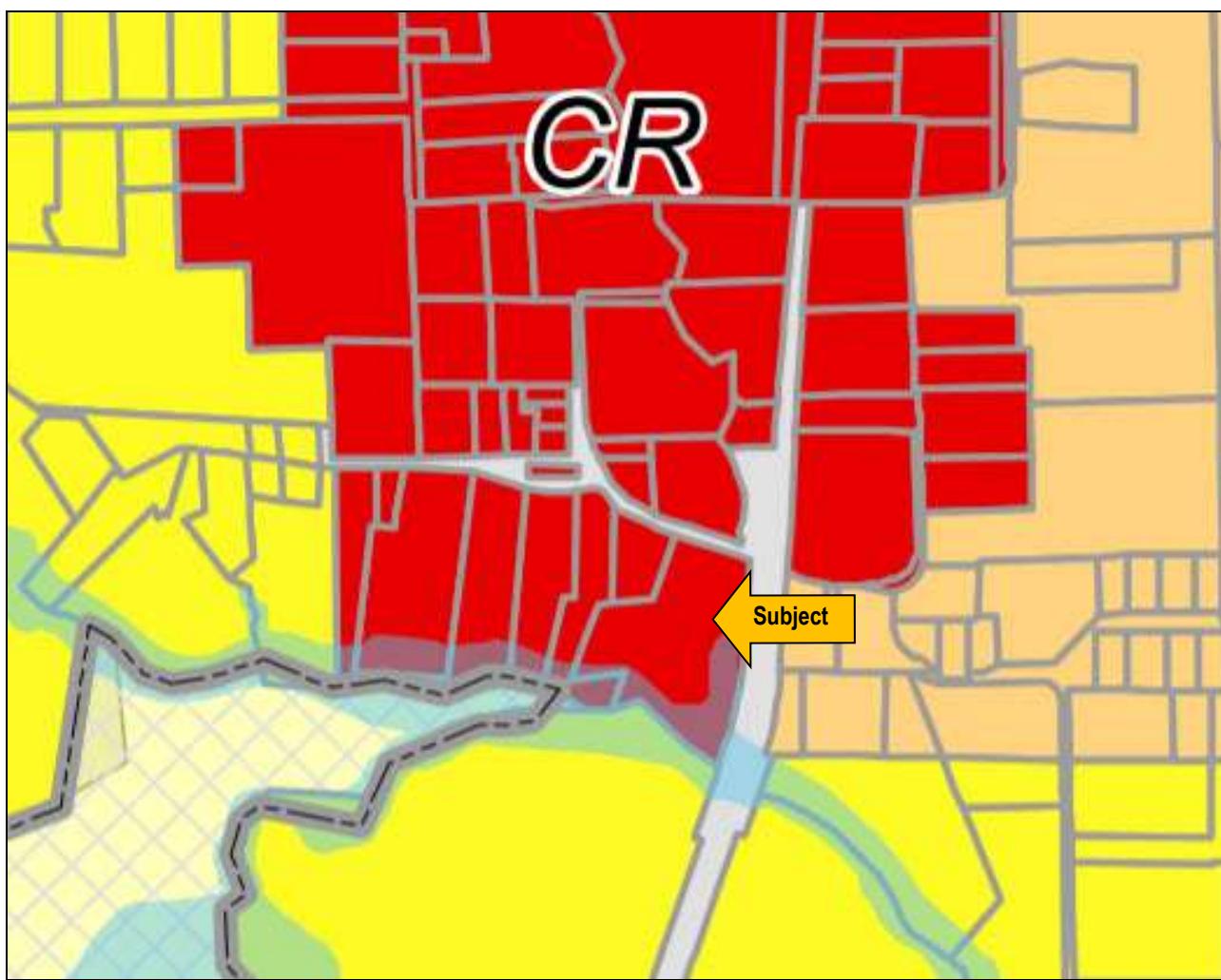
Google Earth Pro



FEMA site map

ZONING

The subject is currently zoned CR – Restricted Commercial District, to which the subject complies for use. See Zoning Ordinance excerpts on following page.



Ovilla Zoning and Future Land Use September 2015

Roads

Flood Zone

Ovilla City Limits

Ovilla ETJ

Ovilla Zoning

- CG General Commercial
- CR Restricted Commercial
- R15 Residential (15,000 sf)
- R22 Residential (22,000 sf)
- RE Residential (1 Ac.)
- RC Residential (5 Ac.)
- MF Multi-Family
- I Industrial
- PD Planned Development

Ovilla ETJ

ETJ

Future Land Use Plan

- Commercial
- Public
- Single Family
- None

City Limits Area
3,655 acres

Zoning Ordinance

Section 21 - "CR" Restricted Commercial District

21.1 PURPOSE

The purpose of the "CR" Restricted Commercial district is to provide for compatible land, building, and structure uses primarily oriented to select retail convenience goods and services which supply the daily needs of residential neighborhoods, including neighborhood shopping centers, select low intensity office uses, and select community facility uses. The "CR" Restricted Commercial district is most appropriately located at the intersection of collector streets and arterial streets and as a transition district between moderate and high density residential districts and higher intensity commercial and industrial districts.

21.2 PERMITTED USES

Uses permitted in the "CR" Commercial district are listed in Table 11.A, Permitted Uses.

21.3 DENSITY, AREA, YARD, HEIGHT, AND LOT COVERAGE REQUIREMENTS

The requirements regulating the minimum lot size, minimum yard sizes, maximum building height, and maximum percent of lot coverage by buildings, as pertains to the "CR" district, shall conform with the provisions provided in the Table 21.A, "CR" Zoning District Area Requirements.

Table 21.A	
"CR" Zoning District Area Requirements	
Minimum Lot Area	8,000 sq. ft.
Minimum Lot Width	80 ft.
Minimum Lot Depth	100 ft.
Minimum Front Yard	0 ft.
Minimum Side Yard	25 ft. if adjacent to residential use, 0 ft. to other districts.
Minimum Side Yard adjacent to street (corner lot)	15 ft.
Minimum Rear Yard	25 ft. if adjacent to residential use, 0 ft. to other districts.
Maximum Building Height	35 ft.

21.4 OFF-STREET PARKING AND LOADING REQUIREMENTS

Off-street parking and loading requirements pertaining to uses allowed in the "CR" district shall conform with the provisions of *Section 33 Off-street Parking and Loading Requirements*.

21.5 ADDITIONAL FRONT YARD REQUIREMENTS

All development located in the "CR" Commercial district shall build to or close to the front lot line of the property and shall take primary entry from the sidewalk in front of the business to ease pedestrian access.

21.6 ADDITIONAL SIDE YARD REQUIREMENTS

A side yard of not less than ten (10) feet in width shall be provided on the side of a lot adjoining a side street. No parking or similar use shall be allowed in any required side street yard which abuts a residentially zoned property.

21.7 HEIGHT REQUIREMENTS

No building shall exceed thirty-five (35) feet in height except as provided in *Section 28 General Height Requirements*.

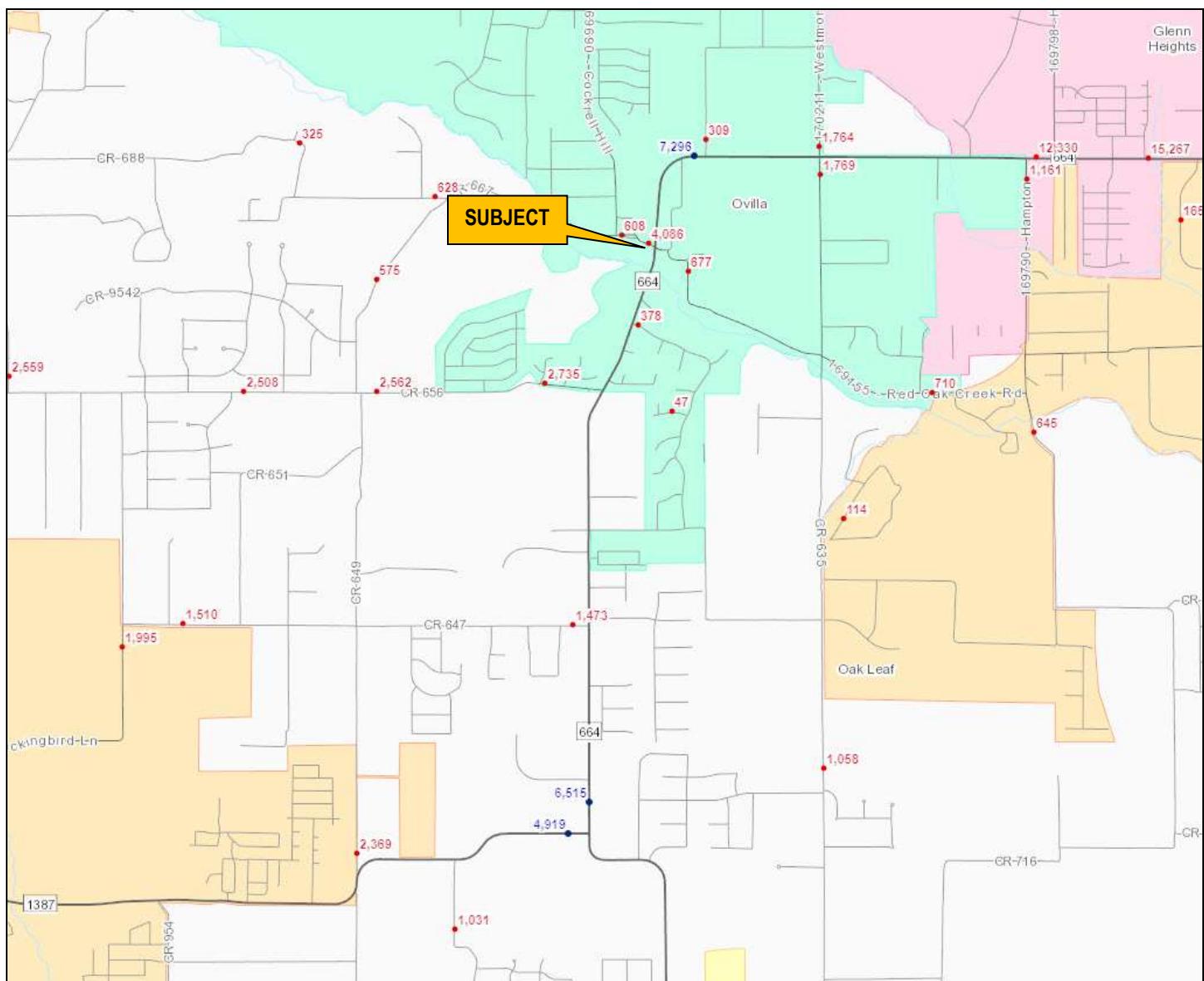
21.8 LANDSCAPING

Landscape for development shall comply with *Section 36 Landscape Regulations*.

21.9 DESIGN STANDARDS

All development within the "CR" District shall comply with the provisions of *Section 38 Non-Residential Development Design Standards*.

TRAFFIC COUNT MAP



PROPERTY VALUATION SUMMARYWhole: Part to be Acquired: Remainder After: **HIGHEST AND BEST USE ANALYSIS**

The *Highest and Best Use* analysis should consider the reasonably probable and legal use of vacant land or improved property considering legally permissible, physically possible, financially feasible, and maximally productive. See Page 3.1.

VALUATION APPROACHES & RECONCILIATION

The subject property is a 2.910 acre, or 126,760 SF, tract of land used as a public park that is improved with minor structures and site improvements supporting the sites use as such.

Only the impacted land and site improvements will be valued in this report. Due to the unique nature of the park improvements, the Sales Comparison Approach and Income Approach for improved properties are not applicable for appraisal purposes and are not included in the valuation of the subject. For the purpose of this appraisal, the Sales Comparison Approach will be used to value the underlying land within the acquisition. The Cost Approach is developed to estimate the value of the impacted site improvements only.

The TxDOT acquisition survey shows a portion of the whole property's land area on its north boundary to be located within the prescriptive right of way of W. Main St. (1,580 SF). For the purposes of this appraisal, the value of the land in the prescriptive easement is estimated to be 1% of the fee simple value of the land underlying the subject property (\$2.00/SF).

Cost Approach.....	\$253,236
Sales Comparison Approach.....	\$250,392 (Land Only)
Income Approach.....	Not Applicable

Contributory Value of Impacted Site Improvements (Itemized)	
Gravel Paving	\$2,844
Total of Contributory Value of Improvements	\$2,844

Whole Property Land Value

Fee Simple Land Area:	125,180 SF x \$2.00/SF =	\$250,360
Prescriptive Right of Way Area:	1,580 SF x \$2.00/SF x 1% =	\$ 32
Total Land Value	126,760 SF	\$250,392
Total Reconciled Final Value.....	\$253,236	

Each approach developed follows this page and is sequenced as shown below.

Land Value:
Pg. 3.2-3.10

Cost Approach:
Pg. 3.11

Sales Comparison Approach:
N/A

Income Approach:
N/A

HIGHEST AND BEST USE ANALYSIS

The four criteria that the Highest and Best Use must meet are:

Physically Possible Use - the uses to which it is physically possible to put on the site in question.

Legally Permissible Use - the uses that are permitted by zoning and deed restrictions on the site in question.

Feasible Use - the possible and permissible uses that will produce any net return to the owner of the site.

Maximally Productive Use - Among the feasible uses, the use that will produce the highest residual value consistent with the market's acceptance of risk and with a rate of return on that risk.

WHOLE PROPERTY HIGHEST & BEST USE – AS IF VACANT

Physically Possible Use

The subject is an irregularly shaped tract containing 2.910 acres, or 126,760 SF of land, located along the south side of W. Main St. approximately 70' west of FM 664 (Ovilla Road) in the city limits of Ovilla, in Ellis County, Texas. According to the TxDOT survey, the site has 157.85' of frontage within W. Main St. on its north boundary, where approximately 1,580 SF of the subject lies within the prescriptive right of way of W. Main St. The subject tract has some exposure to, but not frontage on, FM 664 across the small city property underlying the easterly-adjacent creek.

The site has generally level terrain with approximately 31% of its total land area located within FEMA flood plain. Of this total, approximately 14% lies within undevelopable floodway in its southernmost portion. The other 17% is located within flood plain that is developable if the terrain is mitigated to above determined base flood levels.

Water and sewer service is available to the site and access is via a large drive throat area from W. Main St.

Due to its physical characteristics, a variety of uses are possible that are not inhibited by the site's flood prone areas.

Permissible Use

The subject is located in the Ovilla city limits and is currently zoned CR – Restricted Commercial. The purpose of this district is mainly for retail and/or convenience goods and services to supply the daily needs of residential neighborhoods. Off street parking requirements depend on property usage, and structures are limited to 35' heights. The only setbacks are side and rear, and only if adjacent to residential districts.

Feasible Use

The surrounding uses of the subject property are a mix of residential with scattered commercial developments along FM 664. Overall economic interest in the FM 664 corridor has gained strength with the continued residential development to the south and some recent end user commercial development to the northeast. The continued residential development should spur the need for neighborhood commercial services and personal service type developments. As the subject is located along Main Street in a small commercial area, is in the path of growth and is commercially zoned, the most feasible use is estimated to be for commercial development.

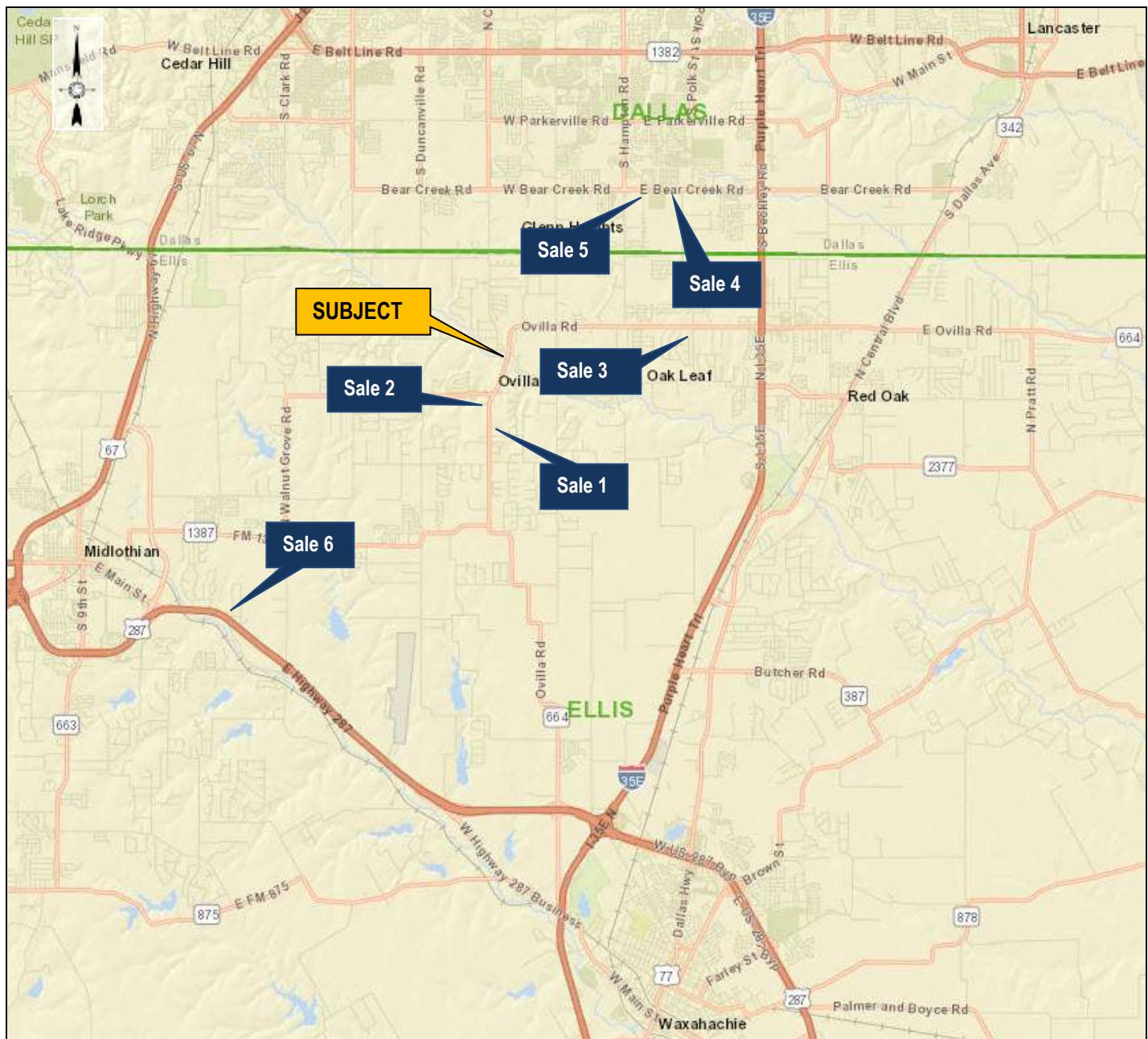
Maximally Productive Use and Highest & Best Use Conclusion

Based on the foregoing discussion, the maximally productive and, therefore, highest and best use is for future commercial development.

WHOLE PROPERTY HIGHEST & BEST USE – AS IMPROVED

Although the subject has minor structures in various locations, they support the site's use as a municipality-owned public park. The improvements do not generate revenue nor are intended for office or residential use, however, there are no deed or development restrictions that limit its use to a park. Therefore, the highest and best use for the subject as improved is for continued use as a public park until demand warrants redevelopment.

LAND SALES MAP



COMPARABLE DATA SUPPLEMENT

District: Dallas

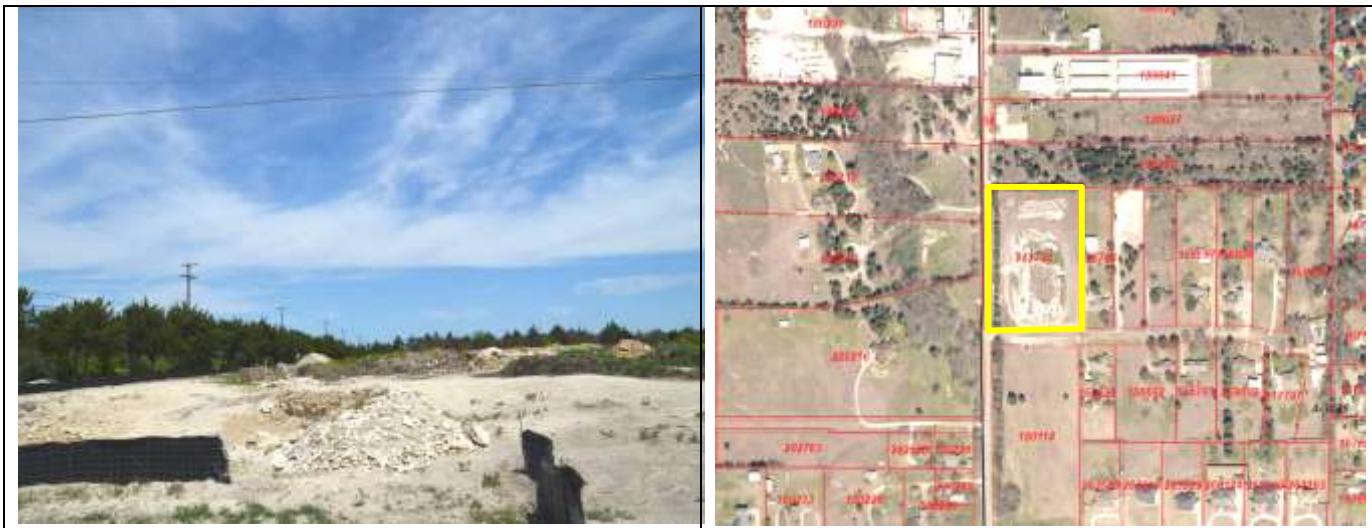
Parcel No.: P00054255

Highway: FM 664

County: Ellis

ROW CSJ: 1051-01-057

LAND SALE NO. 1



Grantor/Lessor: Patricia Ruyle, Linda Reeder and Michelle McGraw

Grantee/Lessee: Carl D. Neal and Lisa Lynn

Recording Date: October 13, 2020

Recording Information: Doc# 2037223

Address: NEC of FM 664 and Slippery Creek, Ovilla ETJ, Ellis County, TX

Legal Description: Being a tract of land in the J. Billingsley Survey, Abs. 76, Ellis County, TX (deed)

Confirmed Price: \$350,000 (stated)

Verified with: Owner

Terms and Conditions of Sale: Cash to seller

Rental Data: N/A

Land Size: 3.879 acres, (or 168,969 SF calculated) per deed

Unit Price as Vacant: \$2.07/SF (calculated)

Type Street: Farm to Market

Utilities: Water; septic required

Improvement(s) Description: N/A

Improvement(s) Size: N/A

Unit Price as Improved: N/A

Condition and Functional Design: N/A

Current Use: Vacant land

Highest & Best Use: Commercial or Townhome

Date of Inspection: April 19, 2021

Zoning: Ovilla ETJ; un-zoned

Flood Plain: None

Additional information: This site was purchased for the construction of a town home development. According to the owner the FM 664 project had no influence on the purchase price of the site. The purchase price of the property was negotiated in 2018 and the site was under contract for 2 years. The property is level and at street grade with no areas of flood plain. This property is located within the Ovilla ETJ and is un-zoned. A non-arm's length transfer to a related entity occurred on October 28, 2020.

Appraiser: Christi Glendinning, MAI

Date: November 6, 2021

COMPARABLE DATA SUPPLEMENT

District: Dallas

Parcel No.: P00054255

Highway: FM 664

County: Ellis

ROW CSJ: 1051-01-057

LAND SALE NO. 2



Grantor: Rodney Granzin & Deborah Granzin

Grantee: Kona Ice Lake Arlington, LLC

Recording Date: August 3, 2020

Recording Information: Doc# 2026366

Address: SWC of FM 664 and Gerry Lane, Ovilla ETJ, Ellis County, TX 75154

Legal Description: Being a 1.00-acre tract of land situated in the J. S. Berry Survey, Abs. 86, Ellis County, TX

Confirmed Price: \$114,000 (stated)

Verified with: Seller

Terms and Conditions of Sale: Cash to seller

Rental Data: N/A

Land Size: 1.000 acre, or 43,562 SF (per deed)

Unit Price As Vacant: \$2.62/SF

Type Street: Farm to Market

Utilities: Water; septic required

Improvement(s) Description: Vacant

Unit Price As Improved: N/A

Improvement Size: N/A

Condition & Functional Design: N/A

Current Use: Vacant land

Highest & Best Use: Commercial

Date of Inspection: March 7, 2021

Zoning: Un-zoned

Flood Plain: None

Additional information: The tract is irregular in shape, and is level with no floodplain. The property is located within the Ovilla ETJ and has no zoning. Water is available to the site with septic required for sewer. The property is located at the southwest corner of Gerry Lane and FM 664. Gerry Lane is a minor, gravel paved roadway with no thru traffic. The future land use map for Ovilla shows a portion of the property to be within a commercial use area.

Appraiser: Christi Glendinning, MAI

Date: November 6, 2021

COMPARABLE DATA SUPPLEMENT

District: Dallas

Parcel No.: P00054255

Highway: FM 664

County: Ellis

ROW CSJ: 1051-01-057

LAND SALE NO. 4



Grantor: Roy Narmour

Grantee: Cool Days, Inc.

Recording Date: May 11, 2018

Recording Information: Doc# 201800126002

Address: 610 E. Bear Creek Road, Glenn Heights, TX 75154

Legal Description: Being situated in the John F. Porter Survey, Abstract No. 1118, City of Glenn Heights, Dallas County, Texas

Confirmed Price: \$136,000 (stated) or \$1.79/SF (calculated)

Verified with: Seller

Terms and Conditions of Sale: Cash to seller

Rental Data: N/A

Land Size: 1.74 acres (per deed) or 75,794 SF (calculated)

Unit Price As Vacant: \$1.79/SF

Type Street: Connector

Utilities: All to site

Improvement(s) Description: Vacant

Unit Price As Improved: N/A

Improvement Size: N/A

Condition & Functional Design: N/A

Current Use: Vacant land

Highest & Best Use: Commercial/Retail

Date of Inspection: April 8, 2020

Zoning: R (Retail)

Flood Plain: None

Additional information: The tract is level with approximately 175' of frontage. The buyer plans to develop the tract with retail.

Appraiser: Christi Glendinning, MAI

Date: November 6, 2021

COMPARABLE DATA SUPPLEMENT

District: Dallas

Parcel No.: P00054255

Highway: FM 664

County: Ellis

ROW CSJ: 1051-01-057

LAND SALE NO. 5



Grantor: Misty Doan

Grantee: F. Carrizales, John E. Rodriguez & Juan C. Rodriguez

Recording Date: January 30, 2020

Recording Information: Doc# 202000028821

Address: 1705 Glenn Lane, Glenn Heights, Dallas County, Texas

Legal Description: Lot 14, Glenn Cove Estates, Unit No. 1, Addition to the City of Glenn Heights, Dallas County, Texas

Confirmed Price: \$99,000 (stated) or \$1.70/SF

Verified with: Seller

Terms and Conditions of Sale: Seller financed

Rental Data: N/A

Land Size: 1.336 acres, or 58,196 (DCAD)

Unit Price As Vacant: \$1.70/SF

Type Street: Connector

Utilities: All to Site

Improvement(s) Description: Vacant

Unit Price As Improved: N/A

Improvement Size: N/A

Condition & Functional Design: N/A

Current Use: Vacant land

Highest & Best Use: Commercial/Retail

Date of Inspection: April 8, 2020

Zoning: R – Retail

Flood Plain: +/- 15% has 0.2% chance of annual flooding

Additional information: The site is on a corner with frontage along E. Bear Creek Road and Glenn Lane. The property is mostly level, with approximately 15% of its frontage in a FEMA flood hazard zone. The sale was also noted to be seller-financed, but at market terms. There is a small outdoor advertising sign on the property owned by M&M Advertising. The seller indicated that they receive no ground lease payments, however, the sign owner does site mowing in exchange for the right to place the sign on the property.

Appraiser: Christi Glendinning, MAI

Date: November 6, 2021

COMPARABLE DATA SUPPLEMENT

District: Dallas

Parcel No.: P00054255

Highway: FM 664

County: Ellis

ROW CSJ: 1051-01-057

LAND SALE NO. 6



Grantor: Pauline Feemster; Steve Feemster, also known as Steve Allen Feemster; Kristi Todd; and Donald E. Thomas, Independent Administrator of the Estate of Treva Janet Lane, Deceased

Grantee: Liberty CDL Holdings, LLC

Recording Date: May 4, 2020

Recording Information: Doc# 2014165

Address: 2895 E. Highway 287, Midlothian, Ellis County, TX 76065

Legal Description: Being a 2.704-acre tract of land situated in the Coleman Jenkins Survey, Abs. 555, Midlothian, Ellis County, TX

Confirmed Price: \$280,000 (stated)

Verified with: Broker

Terms and Conditions of Sale: Cash to seller

Rental Data: N/A

Land Size: 2.704 acre (117,786 SF calculated) per deed

Unit Price As Vacant: \$2.38/SF

Type Street: Highway

Utilities: Water; septic required

Improvement(s) Description: Two older mobile homes

Unit Price As Improved: N/A

Improvement Size: N/A

Condition & Functional Design: N/A

Current Use: Vacant land

Highest & Best Use: Commercial/Industrial

Date of Inspection: April 19, 2021

Zoning: AG - Agriculture

Flood Plain: None

Additional information: The tract is irregular in shape, and is level with no floodplain. The property is located within the City of Midlothian and is currently zoned AG (Agriculture). However, according to the broker, this site sold as a commercial site for land value only. There were two older mobile homes on the site that were leased out. Restrictions stated that they could replace these with newer ones but no more could be added to the property. Broker stated that the buyers bought with the intention of building a commercial building.

Appraiser: Christi Glendinning, MAI

Date: November 6, 2021

SALES COMPARISON APPROACHWhole: Part to be Acquired: Land: Improved: **Representative Comparable Sales**

		VALUATION GRID					
Subject		Comp No. 1	Comp No. 2	Comp No. 3	Comp No. 4	Comp No. 5	Comp No. 6
Grantor		Patricia Ruyle, Linda Reeder and Michelle...	Rodney Granzin & Deborah Granzin	Russell Earnhart	Roy Narmour	Misty Doan	Pauline Feemster; Steve Feemster...
Grantee		Carl D. Neal and Lisa Lynn	Kona Ice Lake Arlington, LLC	K & M Evans, LLC, et al	Cool Days, Inc.	Carrazales, Rodriguez & ...	Liberty CDL Holdings, LLC
Date of Sale		10/13/2020	08/03/2020	02/23/2018	05/11/2018	01/30/2020	05/04/2020
Unit Price (\$/SF)		\$2.07	\$2.62	\$3.00	\$1.79	\$1.70	\$2.38
Relative Location		S	S	E	NE	NE	SW
Rights Conveyed		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing		Cash	Cash	Cash	Cash	Seller Note See Comments	Cash
Conditions of Sale		Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Adjusted Price (\$/SF)		\$2.07	\$2.62	\$3.00	\$1.79	\$1.70	\$2.38
Market Conditions		See Comments +15%	+5%	+15%	+14%	+7%	+6%
Adjusted Price (\$/SF)		\$2.38	\$2.75	\$3.45	\$2.04	\$1.82	\$2.52
Physical Characteristics							
Location	City of Ovilla Midlothian ISD			Superior -5%			
Access	See Comments	Superior -10%				Superior -10%	
Zoning	CR	Inferior +1%	Inferior +1%				
Size	2.910 acres or 126,760 SF	168,969 SF +5%	43,562 SF -15%	64,904 SF -10%	75,794 SF -10%	58,196 SF -10	117,786 SF -0-
Topography/Flood	See Comments	Superior -20%	Superior -10%	Superior -20%	Superior -20%	Superior -5%	Superior -20%
Utilities	All available	Water, no sewer +5%	Water, no sewer +5%				Water, no sewer +5%
Net Adjustments		-19%	-19%	-35%	-30%	-25%	-15%
Indicated Unit Value		\$1.93	\$2.23	\$2.24	\$1.43	\$1.37	\$2.14
Value Indicator/SF							\$2.00

EXPLANATIONS OF ADJUSTMENTS WITH RECONCILIATION

Rights Conveyed - All of the sales were conveyed in fee simple ownership, thus, adjustments for property rights are not required.

Financing - Sales 1, 2, 3, 4 and 6 were purchased with cash or third-party financing which require no adjustments.

- Sale 5 was seller-financed at market terms, thus no adjustment is required.

Sale Conditions - All sales were arm's length transactions and adjustments were not necessary.

Market Conditions - The comparable transactions ranged in sale date from February 2018 to October 2020. Based on our analysis of market data, 4% annual adjustments are estimated for each of the comparable sales. The sale price of Sale 1 was negotiated in 2018 but did not close until 2020, therefore, we have applied a market condition adjustment based on a January 2018 sale date.

As of the effective date of this appraisal, no market data illustrating impacts on real estate value by the COVID-19 virus pandemic were noted in the marketplace.

SALES COMPARISON APPROACH - LAND VALUE

PHYSICAL CHARACTERISTICS

Location - The subject is located in the city of Ovilla on W. Main St. near the FM 664 intersection.

- Sales 1, 2, 4 and 5 are similar in terms of location with no adjustments necessary.
- Sale 3 is located along FM 664 at the southwest corner of Uhl Road. This area is receiving more commercial development and is considered superior with a 5% downward adjustment estimated.
- Sale 6 is located along US 287 in Midlothian. This area is more industrial in nature with fewer commercial and residential developments but has higher traffic exposure due to its location along a US Highway. Therefore, these characteristics offset each other and we consider this area similar with no adjustment estimated.

Access - Although the subject has some exposure to FM 664 across the adjacent property, it is an interior tract with frontage on one roadway only.

- Sales 3, 4 and 6 are interior sites with one roadway for access requiring no adjustment.
- Sales 1 and 5 are corner tracts with two roadways available for access, with 10% downward adjustments estimated for their corner sites.
- Sale 2 is a minor corner but with only one road for access. As the minor street is a gravel, one-lane dead-end road, the corner influence is insignificant, therefore, no adjustment is warranted.

Zoning - The subject is in the city of Ovilla and is zoned CR – Restricted Commercial District.

- Sales 3, 4, 5 and 6 have zoning designations for commercial, retail and agricultural uses, therefore, no adjustments are estimated.
- Sales 1 and 2 are un-zoned with no existing zoning entitlements, therefore, minor 1% upward adjustments are warranted.

Size - The size adjustment is based on the premise that, in general, the larger the tract, the less its selling price on a per unit basis. The subject is a 2.910-acre (126,760 SF) tract of land.

- Sale 1 is larger than the subject, with a 5% upward adjustment estimated.
- Sales 2, 3, 4 and 5 are smaller than the subject with incremental downward adjustments estimated.
- Sale 6 is similar enough in size to the subject that an adjustment is not estimated.

Topography/Floodplain: The subject site is generally level, however, +/- 14% of the site is located in FEMA floodway and, as this area of the property is undevelopable, it will be adjusted in a one-to-one ratio, or 14%. As the 17% portion of the site located in FEMA Zone AE flood plain is developable with site work, the adjustment will be mitigated to 6%, for a total adjustment of 20%. Although the flood area is located in the southern portion of the tract, the overall land ratio within it is significant enough to have an impact on development options.

- The topography of Sales 1, 3, 4 & 6 were level tracts with no flood areas, therefore, a 20% downward adjustment is estimated.
- Although it has no flood plain, Sale 2 required a significant amount of site work and fill, and sits below surrounding street grades, therefore, a 10% downward adjustment is estimated for its inferior topography.
- Approximately 15% of Sale 5 is encumbered with a FEMA flood hazard area (0.2% annual chance of flood). Since most of this flood hazard area is located along the site's Bear Creek Road frontage in an area that would likely be used for landscaping and parking, a mitigated downward adjustment of 5% is estimated.

Utilities - The subject has water and sewer service available.

- Sales 3, 4 and 5 are similar to the subject with both water and sewer service available, with no adjustments estimated.
- Sales 1, 2 and 6 have water available but septic systems are required, therefore, 5% upward adjustments are estimated for each.

Reconciliation

After adjustments, the sales price range is between \$1.37/SF and \$2.24/SF. Considering the subject's commercial zoning entitlement, as well as its lack of frontage on FM 664 and its significant flood areas, a market value of \$2.00/SF is estimated for the subject and is well supported by the market data.

Fee Simple Land Area:	125,180 SF x \$2.00/SF =	\$250,360
Prescriptive Right of Way Area:	1,580 SF x \$2.00/SF x 1% =	\$ 32
Total Land Value	126,760 SF	\$250,392

Estimated Land Value by Sales Comparison Approach.....\$250,392

COST APPROACH Whole: Part to be Acquired: Remainder After:

Estimated Replacement/Reproduction Cost					
Building Improvements	Quantity	\$ per measure	Cost New	<Depreciation>	Value
None					-0-
Contributory Value of the Building Improvements:					-0-
Impacted Site Improvements Only					
Gravel Paving	1,625 SF	\$2.50/SF	\$4,063	30% <\$1,219>	\$2,844
Contributory Value of the Impacted Site Improvements					\$2,844
Contributory Value of All Improvements					\$2,844
Fee Simple Land Area:	125,180 SF x \$2.00/SF =		\$250,360		
Prescriptive Right of Way Area:	1,580 SF x \$2.00/SF x 1% =		\$ 32		
Total Land Value	126,760 SF		\$250,392		
Estimated Value by Cost Approach					\$253,236

Impacted Site Improvements and Site Improvement Depreciation

There is +/- 1,625 SF of gravel paving impacted by the acquisition. The cost for this item is based on information provided in Marshall Valuation Service as well as other costs estimates within the appraiser's files. To the base costs, we added a 10% allowance for entrepreneurial profit and 5% for indirect costs to each of our cost estimates.

The gravel paving appears to be in average condition, with some potholes and other minor deterioration noticeable. Therefore, depreciation of 30% is estimated for the paving



PART TO BE ACQUIRED

Highest and Best Use

Given its shape, size and integration into the subject property, the acquisition parcel is not considered a separate economic unit, therefore, its highest and best use is as a contributing component to the whole property and will have the same unit value as the whole property.

Proposed Right of Way Acquisition

The proposed fee simple acquisition is for 0.133 acres, or 5,776 SF of land, of which 1,580 SF is located in the prescriptive right of way of W. Main St. The acquisition is located along the entirety of the subject's W. Main St. frontage, ranging in depths between 30.00' on its west boundary to 38.69' on its east boundary, including the area within the W. Main St. roadway (see following pages for aerials and exact dimensions). There are no building improvements impacted by the acquisition, and the only site improvements impacted consist of a portion of gravel paving.

There are native trees and vegetation within the acquisition area. The value of the native trees and vegetation is considered inherent in the value of the underlying land and thus considered non-compensable as separate items.

Personal Property & Utilities in the Part to be Acquired

No items of personal property were observed within the acquisition area during our inspections. Also situated in and/or proximate to the acquisition area are water easements, utility lines and appurtenances. These items are assumed to be the property of other unrelated entities. It is assumed the Texas Department of Transportation will negotiate the successful movement and reconnection of other utilities where necessary, and without burden to the subject owner.

PART TO BE ACQUIRED

CONTRIBUTORY VALUE OF THE IMPROVEMENTS					
Building Improvements	Number of SF	\$ per unit	Cost New	<Depreciation>	Value
None					\$0
Site Improvements					
Gravel Paving	1,625 SF	\$2.50/SF	\$4,063	30% <\$1,219>	\$2,844
Total Contributory Value of the Site Improvements					\$2,844
Total Contributory Value of All Improvements					\$2,844
Fee Simple Land Area:	4,196 SF x \$2.00/SF =	\$8,392			
Prescriptive Right of Way	1,580 SF x \$2.00/SF x 1% =	\$ 32			\$8,424
	5,776 SF	\$8,424			
TOTAL VALUE AS A UNIT					\$11,268

REMAINDER BEFORE THE ACQUISITION

CONTRIBUTORY VALUE OF THE IMPROVEMENTS					
Building Improvements	Number of SF	\$ per unit	Cost New	<Depreciation>	Value
					\$0
Site Improvements					
None					\$0
Contributory Value of All Improvements					\$0
Fee Simple Land Area:	120,984 SF x \$2.00/SF =	\$241,968			\$241,968
TOTAL VALUE AS A UNIT					\$241,968

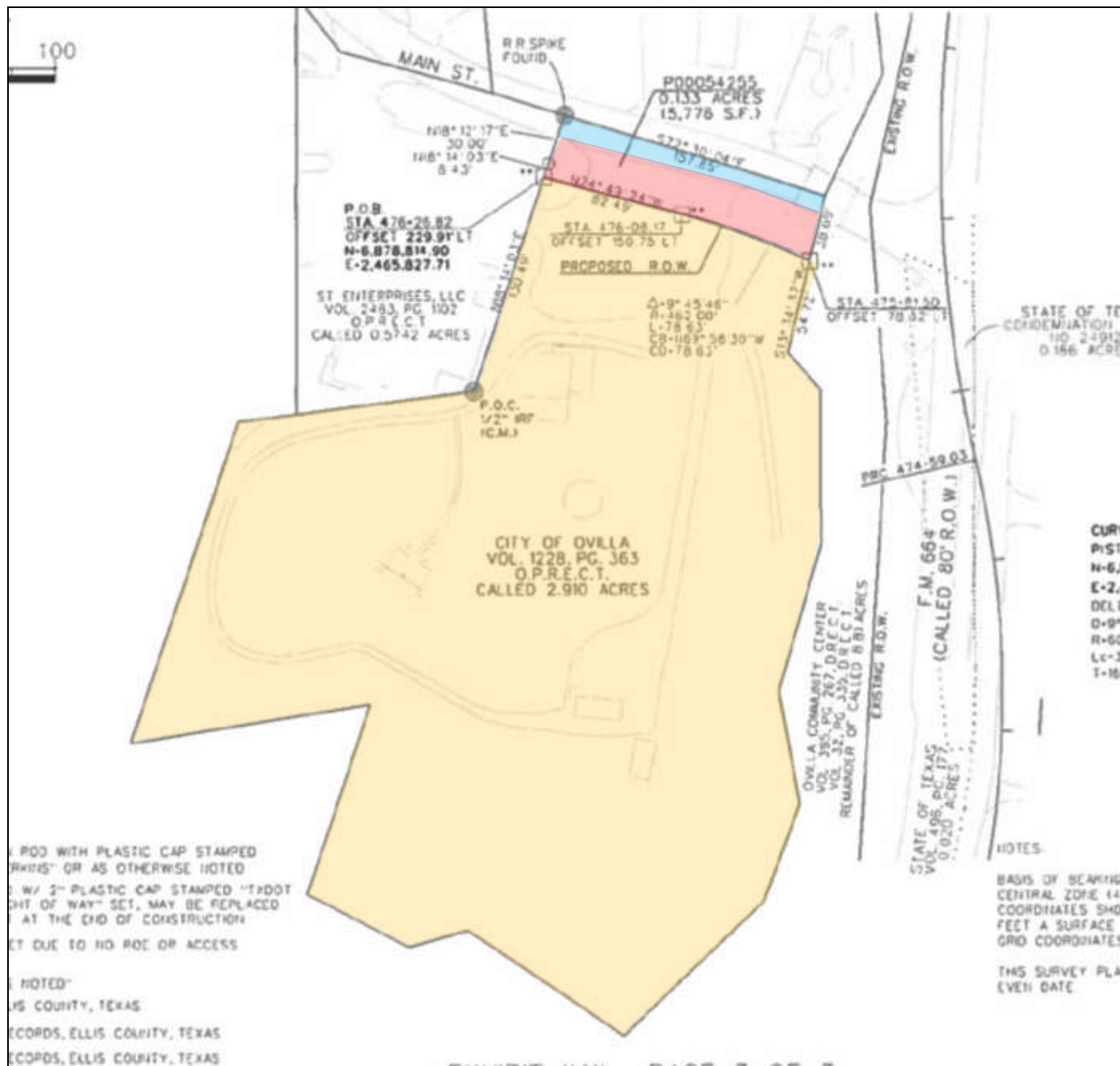
PART TO BE ACQUIRED

Aerial of the Proposed Acquisition



PART TO BE ACQUIRED

Parcel Sketch Excerpt



PROPERTY VALUATION SUMMARYWhole: Part to be Acquired: Remainder After: **HIGHEST AND BEST USE ANALYSIS**

The *Highest and Best Use* analysis should consider the reasonably probable and legal use of vacant land or improved property considering legally permissible, physically possible, financially feasible, and maximally productive. The highest and best use of the remainder is unchanged by the acquisition and continues to be for future commercial development as if vacant, and for continued use as a public park until demand warrants redevelopment as improved. See Page 3.1.

VALUATION APPROACHES & RECONCILIATION

The remainder property is 2.777-acre (120,984 SF) tract of land that continues to be improved as a public park facility. The minor structures and other park improvements were not impacted by the acquisition, which comprised a portion of the prescriptive right of way of W. Main St. and gravel paving underlying the parking area only.

As stated previously, the remaining park improvements were not impacted by the acquisition. Therefore, the Cost Approach, Sales Comparison Approach and Income Approach for improved properties are not applicable for appraisal purposes and are not included in the valuation of the remainder.

The Sales Comparison Approach is the most reliable and commonly utilized method of estimating the value of land in this market and is used in our analysis.

Cost Approach.....	N/A
Sales Comparison Approach.....	\$241,968
Income Approach.....	N/A

Contributory Value of Improvements (Itemized)	
None	-0-
Total of Contributory Value of Improvements	-0-

Remainder Property Land Value

Total Remainder Land Value: 120,984 SF @ \$2.00/SF = \$241,968

Reconciled Total Remainder Land Value**\$241,968**

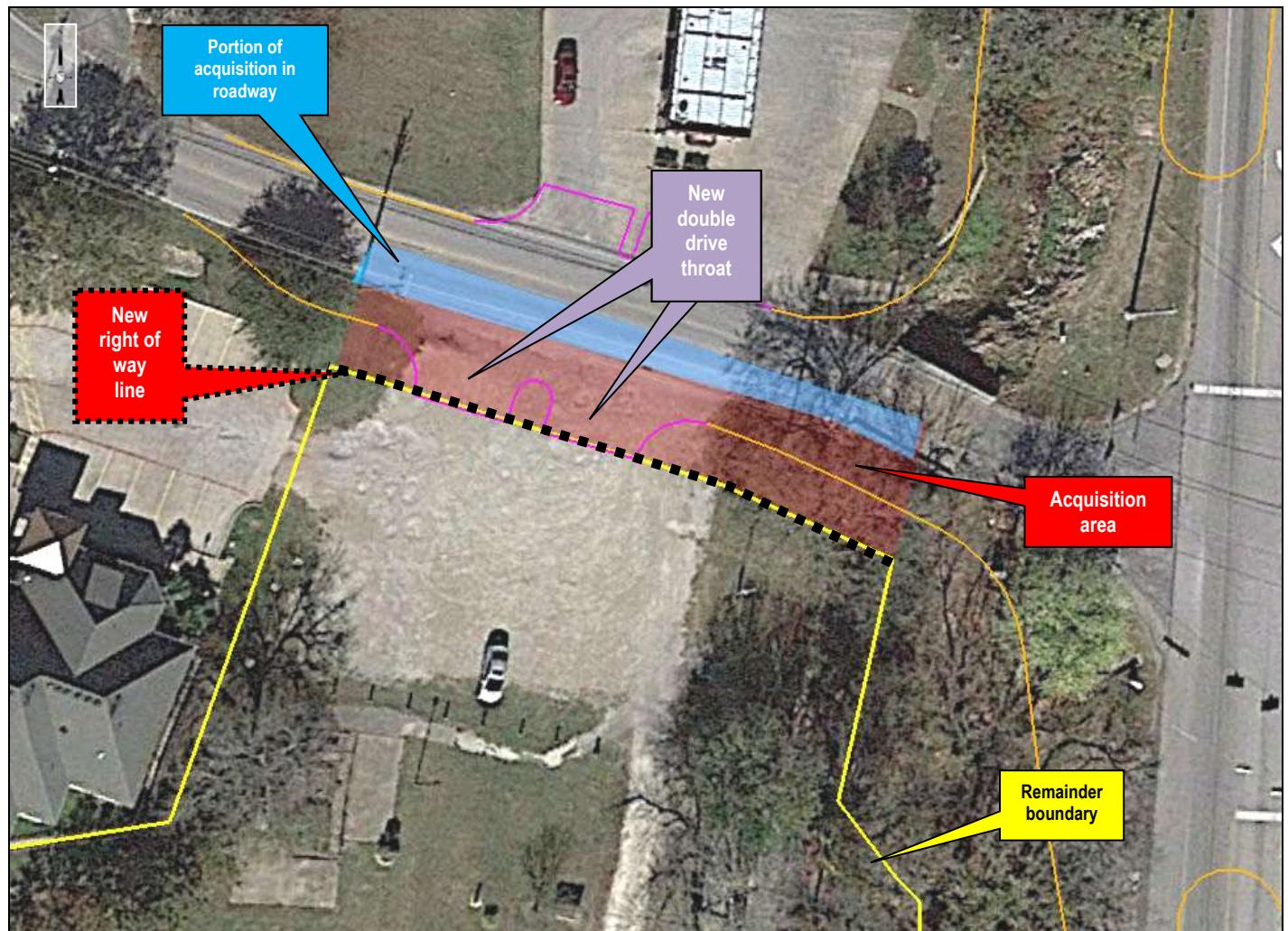
Each approach developed follows this page and is sequenced as shown below.

Land Value Pg. 5.2	Cost Approach N/A	Sales Comparison Approach N/A	Income Approach N/A
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REMAINDER AFTER THE ACQUISITION ANALYSIS

- The remainder will be a 2.777 acre, or 120,984 SF, tract of land with essentially the same frontage (161.12') as before the acquisition (157.85'). The acquisition runs across the entirety of the subject's W. Main St. frontage and comprises the portion of the whole property that was located within the W. Main St. roadway; the depth of the acquisition includes that area. Although there is a slight flare toward the western portion of the acquisition (and consequently the new right of way line), it is not significant enough to affect the remainder's overall shape, which is materially unchanged from the before condition.
- The remaining public park improvements are not impacted by the acquisition nor does the parking lot suffer any loss of spaces or areas for parking.
- The subject's entry into the parking area from the roadway was an open throat that spanned a large portion of its roadway frontage. A new double drive throat will be constructed connecting to the existing parking area on the remainder, as shown on the exhibit below. Access is, therefore, not adversely impacted.
- The new right of way line moves inward into parking area, however, as the acquisition essentially only comprised the area underlying the entry throat, no parking spaces or area available for open parking is impacted.

Based on the above discussion, the overall utility of the site, including its shape and frontage/access remains materially as before the acquisition; therefore, the highest and best use of the property as if vacant remains unchanged. As the public park improvements were not impacted, the highest and best use as improved also remains unchanged.



SALES COMPARISON APPROACH Whole: Part to be Acquired: Remainder After:
 Land: Improved:

VALUATION GRID			Representative Comparable Sales				
Subject		Comp No. 1	Comp No. 2	Comp No. 3	Comp No. 4	Comp No. 5	Comp No. 6
Grantor	Patricia Ruyle, Linda Reeder and Michelle...	Patricia Ruyle, Linda Reeder and Michelle...	Rodney Granzin & Deborah Granzin	Russell Earnhart	Roy Narmour	Misty Doan	Pauline Feemster; Steve Feemster...
Grantee		Carl D. Neal and Lisa Lynn	Kona Ice Lake Arlington, LLC	K & M Evans, LLC, et al	Cool Days, Inc.	Carrizales, Rodriguez & ...	Liberty CDL Holdings, LLC
Date of Sale		10/13/2020	08/03/2020	02/23/2018	05/11/2018	01/30/2020	05/04/2020
Unit Price (\$/SF)		\$2.07	\$2.62	\$3.00	\$1.79	\$1.70	\$2.38
Relative Location		S	S	E	NE	NE	SW
Rights Conveyed		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing		Cash	Cash	Cash	Cash	Seller Note See Comments	Cash
Conditions of Sale	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Adjusted Price (\$/SF)		\$2.07	\$2.62	\$3.00	\$1.79	\$1.70	\$2.38
Market Conditions		See Comments +15%	+5%	+15%	+14%	+7%	+6%
Adjusted Price (\$/SF)		\$2.38	\$2.75	\$3.45	\$2.04	\$1.82	\$2.52
Physical Characteristics							
Location	City of Ovilla Midlothian ISD			Superior -5%			
Access	See Comments	Superior -10%				Superior -10%	
Zoning	CR	Inferior +1%	Inferior +1%				
Size	2.777 acres or 120,984 SF	168,969 SF +5%	43,562 SF -15%	64,904 SF -10%	75,794 SF -10%	58,196 SF -10	117,786 SF -0-
Topography/Flood	See Comments	Superior -20%	Superior -10%	Superior -20%	Superior -20%	Superior -5%	Superior -20%
Utilities	All available	Water, no sewer +5%	Water, no sewer +5%				Water, no sewer +5%
Net Adjustments		-19%	-19%	-35%	-30%	-25%	-15%
Indicated Unit Value		\$1.93	\$2.23	\$2.24	\$1.43	\$1.37	\$2.14
Value Indicator/SF							\$2.00

Due to the minor impact of the acquisition, the adjustments discussed in the valuation of the whole property apply to the valuation of the remainder.

Remainder Property Land Value

Total Remainder Land Value: 120,984 SF @ \$2.00/SF = \$241,968

Estimated Remainder Land Value by Sales Comparison Approach\$241,968

EXPLANATION OF DAMAGES

After the acquisition, the remainder tract will be a 2.777 acre, or 120,984 SF, tract of land that continues to be improved with a public park facility, with its remaining supporting structures and site improvements not impacted by the acquisition.

With a new double throat driveway, access to the property is unchanged by the acquisition and its physical characteristics, including its shape and overall size, are not adversely impacted.

Based on our analysis, the acquisition does not materially impact the remainder property. Its overall utility, highest and best use as if vacant and use as improved are unchanged, therefore, market data does not support damages to the remainder.

Cost to Cure

There are no costs to cure.

COMPENSATION SUMMARY

WHOLE PROPERTY:

The market value of the whole property is \$253,236

PART TO BE ACQUIRED:

Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject to existing easements, if any, which are not to be extinguished) is \$ 11,268

REMAINING PROPERTY:

The value of the remainder immediately before the acquisition is \$241,968

Considering the uses to which the part taken is to be subjected to, the market value of the remainder immediately after the acquisition is \$241,968

NET DAMAGES OR ENHANCEMENTS, if any \$ 0

COST TO CURE \$ 0

ACCESS:

The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of \$ 0

TOTAL COMPENSATION **\$ 11,268**

ADDENDA

GENERAL ASSUMPTIONS & LIMITING CONDITIONS

This appraisal and report have been prepared under the following general assumptions and limiting conditions:

Information furnished by others is assumed to be true, factually correct, and reliable. No responsibility for its accuracy is assumed by the appraiser. Should there be any material error in the information provided to the appraiser, the results of this report are subject to review and revision.

All mortgages, liens and encumbrances have been disregarded unless so specified within this report. The subject property is analyzed as though under responsible ownership and competent management. It is assumed in this analysis that there were no hidden or unapparent conditions of the property, subsoil, or structures, including hazardous waste conditions, which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them. No responsibility is assumed for legal matters existing or pending, nor is opinion rendered as to title, which is assumed to be good.

The appraiser assumes that no hazardous wastes or mold contamination exists on or in the subject property unless otherwise stated in this report. The existence of hazardous material, which may or may not be present on the property was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the subject property. The appraiser however, is not qualified to detect such substances or detrimental environmental conditions. The value estimate rendered in this report is predicated upon the assumption that there is no such material on or affecting the property which would cause a diminution in value. No responsibility is assumed by the appraiser for any such conditions, or for any expertise or environmental engineering knowledge required to discover same. The client is urged to retain an expert in this field if so desired.

It is assumed that there is full compliance with all applicable federal, state, and local land use laws and environmental regulations and unless non-compliance is noted, described, and considered herein.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey and/or analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more elements of the ADA. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, the appraiser did not consider possible noncompliance with the requirements of the ADA in estimating the value of the subject property.

It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

Possession of this report, or a copy thereof, does not carry with it the right of publication.

Unless prior arrangements have been made, the appraiser, by reason of this report, is not required to give further consultation or testimony, or to be in attendance in court with reference to the property that is the subject of this report.

The appraiser has made no legal survey nor has he/she commissioned one to be prepared. Therefore, reference to a sketch, plat, diagram or previous survey appearing in the report is only for the purpose of assisting the reader to visualize the property.

Unless otherwise noted, this appraisal has not given any specific consideration to the contributory or separate value of any mineral, water or timber rights associated with the subject real estate.

Disclosure of the contents of this report is governed by the Bylaws and Regulations of the Appraisal Institute.

No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and marketable. All existing liens, encumbrances and assessments have been disregarded, unless otherwise noted.

GENERAL ASSUMPTIONS & LIMITING CONDITIONS

The signatory of this appraisal is a fully qualified commercial appraiser who has been involved in the valuation and/or review of many similar properties. This education and experience in valuing similar properties satisfies the competency provision of USPAP. The qualifications of the appraiser are attached to this report.

This appraisal has been made subject to current market terms of financing.

This appraisal was prepared by the appraiser named herein for the exclusive use of the client named herein. The information and opinions contained in this appraisal set forth the appraiser's best judgment in light of the information available at the time of the preparation of this report. Any use of this appraisal by any other person or entity, or any reliance or decisions based on this appraisal are the sole responsibility and at the sole risk of the third party. The appraiser accepts no responsibility for damages suffered by any third party as a result of reliance on or decisions made or actions taken based on this report.

If the cost approach to value was developed and presented in this appraisal report, it has been done so only as a measure of additional support for the final opinion of the defined value herein. Use of the cost approach data and/or analysis in whole or part for any other purpose is not intended by the appraiser. Nothing set forth in the appraisal should be relied upon for the purpose of determining the amount or type of insurance coverage to be placed on the subject property. The appraiser assumes no liability for and does not guarantee that any insurable value estimate inferred from this report will result in the subject property being fully insured for any loss that may be sustained. Further, the cost approach may not be reliable indication of replacement or reproduction costs for any date other than the effective date of this appraisal due to changing costs of labor and materials and due to changing building costs and governmental regulations and requirements.

All engineering is assumed to be correct. No responsibility is assumed for matters of hydrology, transportation engineering, drainage or project design.

EXHIBIT "A"

County: Ellis
Highway: F.M. 664
R.O.W. CSJ: 1051-01-057
CCSJ: 1051-01-052

Page | 1 of 3
February 2, 2021

Parcel P00054255

Being a 0.133-acre (5,776 square foot) tract of land situated in Ellis County, Texas, in the James McNamara Survey, Abstract No. 693, being part of a tract of land conveyed to the City of Ovilla, recorded in Volume 1228, Page 363, Official Public Records, Ellis County, Texas, (O.P.R.E.C.T.) and being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2-inch iron rod along the West line of said City of Ovilla tract and the Southeast corner of a tract of land conveyed to ST Enterprises, LLC, recorded in Volume 2463, Page 1102, O.P.R.E.C.T.;

THENCE North 18 Degrees 14 Minutes 03 Seconds East, along the West line of said City of Ovilla tract and the East line of said ST Enterprises tract, a distance of 130.49 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" on the Proposed West Right-of-Way line of F.M. 664 at Station 476+26.82, 229.91 feet Left and the **POINT OF BEGINNING** (N 6,878,814.90, E 2,465,827.71);

- 1) **THENCE** North 18 Degrees 14 Minutes 03 Seconds East, along the West line of said City of Ovilla tract and the East line of said ST Enterprises tract, a distance of 8.43 feet to a point;
- 2) **THENCE** North 18 Degrees 12 Minutes 17 Seconds East, along the West line of said City of Ovilla tract and the East line of said ST Enterprises tract, a distance of 30.00 feet to a found RR Spike in the centerline of Main Street, no recording information found, and the Northwest corner of said City of Ovilla tract;
- 3) **THENCE** South 72 Degrees 30 Minutes 04 Seconds East, along the North line of said City of Ovilla tract and the Existing center line of Main Street, a distance of 157.85 feet to a point at the Northeast corner of said City of Ovilla tract and Northwest corner of a tract of land conveyed to Ovilla Community Center, recorded in Volume 395, Page 267 and Volume 32, Page 335, Deed Records, Ellis County, Texas;
- 4) **THENCE** South 13 Degrees 34 Minutes 37 Seconds West, along the East line of said City of Ovilla tract and the West line of a said Ovilla Community Center, a distance of 38.69 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" on the Proposed West Right-of-Way line of F.M. 664 at Station 475+81.50, 78.32 feet Left at the beginning of a curve to the Left;
- 5) **THENCE** along the Proposed West Right-of-Way line of F.M. 664 and said curve having a radius of 462.00 feet, a delta angle of 9 Degrees 45 Minutes 46 Seconds, an arc length of 78.63 feet, whose chord bears North 69 Degrees 56 Minutes 30 Seconds West, a distance of 78.63 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" at Station 476+08.17, 150.75 feet Left;
- 6) **THENCE** North 74 Degrees 49 Minutes 24 Seconds West, along the Proposed West Right-of-Way line of F.M. 664, a distance of 82.49 feet to the **POINT OF BEGINNING**, containing 0.133 acres (5,776 feet) of land.

EXHIBIT "A"

County: Ellis
Highway: F.M. 664
R.O.W. CSJ: 1051-01-057
CCSJ: 1051-01-052

Page | 2 of 3
February 2, 2021

Basis of Bearing is the Texas State Plane Coordinate System, North Central Zone (4202), NAD 83, (2011) Epoch 2010. All distances and coordinates shown hereon are surface values displayed in US Survey Feet. A Surface Adjustment Factor of 1.000072449 was used to scale grid coordinates and distances to surface.

Note: This legal description is accompanied by a survey plat of even date.

** The monument described, and set may be replaced with the State's Type II right-of-way marker upon the completion of the construction project, under the supervision of a RPLS, either employed or retained by the State.

That I, Timothy A. Frost, a Registered Professional Land Surveyor, hereby certify that this legal description hereon and accompanying plat of even date represent an actual survey made on the ground under my supervision.

Timothy A. Frost 2/10/2021

Timothy A. Frost
Texas Registered Professional Land Surveyor #5316
Teague, Nall & Perkins
5237 N. Riverside Drive, Suite 100
Fort Worth, TX 76137
TBPELS Firm Number 10011600



FIELD NOTES



INSPECTION REQUEST LETTER



COMMERCIAL
APPRAISAL
ASSOCIATES

Real Estate Valuation & Litigation Support
3021 Ridge Road, Suite 127
Rockwall, Texas 75032
Office 972-772-9442

October 4, 2021

City of Ovilla
105 Cockrell Hill Rd. Suite 2
Ovilla, TX 75154

Re: Appraisal of your property for the FM 664 Ovilla Road Improvement Project.

Dear Property Owner,

In connection with the FM 664 Ovilla Road Improvement Project, our firm has been retained by the Texas Department of Transportation to perform a real estate appraisal of a proposed partial acquisition involving your property.

We would like to meet with you to inspect the property and discuss the appraisal process. Please contact me at 972-772-9442 to arrange for a convenient time to meet at the property. You can also contact me via email or (christi@caavaluation.com).

Enclosed are the parcel survey and field notes pertaining to the proposed acquisition. Should you have questions, please feel free to contact me at any time.

Sincerely,

COMMERCIAL APPRAISAL ASSOCIATES

A handwritten signature in blue ink that reads 'Christi Glendinning'.

Christi Glendinning, MAI

CERTIFIED MAIL RECEIPT

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

City of Ovilla
105 Cockrell Hill Rd. Suite 2
Ovilla, TX 75154



9590 9402 6465 0346 2096 27

7019 2970 0000 7802 4794

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X. *Stevenson*
 Agent
 Addressee

B. Received by (Printed Name)

Stevenson

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

664-54255

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Collect on Delivery Restricted Delivery (all)	
<input type="checkbox"/> Full Restricted Delivery	

PS Form 3811, July 2020 P&N 7530-02-000-0053

Domestic Return Receipt

U.S. Postal Service® CERTIFIED MAIL® RECEIPT																	
Domestic Mail Only																	
For delivery information, visit our website at www.usps.com .																	
Red Oak TX 75154																	
OFFICIAL USE																	
7019 2970 0000 7802 4794	0080 50																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">Certified Mail Fee</td> <td style="width: 90%;">\$3.75</td> </tr> <tr> <td colspan="2" style="text-align: right;">\$ 7.05</td> </tr> <tr> <td colspan="2">Extra Services & Fees (check one, and see back of card for details)</td> </tr> <tr> <td><input type="checkbox"/> Return Receipt (Indiv.)</td> <td>\$ 0.00</td> </tr> <tr> <td><input type="checkbox"/> Return Receipt (Electron.)</td> <td>\$ 0.00</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td>\$ 0.00</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Required</td> <td>\$ 0.00</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td>\$ 0.00</td> </tr> </table>		Certified Mail Fee	\$3.75	\$ 7.05		Extra Services & Fees (check one, and see back of card for details)		<input type="checkbox"/> Return Receipt (Indiv.)	\$ 0.00	<input type="checkbox"/> Return Receipt (Electron.)	\$ 0.00	<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00	<input type="checkbox"/> Adult Signature Required	\$ 0.00	<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00
Certified Mail Fee	\$3.75																
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Extra Services & Fees (check one, and see back of card for details)																	
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<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00																
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PS Form 3800, April 2019 P&N 7530-02-000-9947 See Reverse for Instructions																	

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a. **Visible and apparent easements not appearing of record.**
- b. **Rights of tenants in possession under the terms of any unrecorded leases, subleases and/or rental agreements.**
- c. **Rights of parties in possession.**

APPRAISER'S CERTIFICATE

The undersigned do hereby certify that, except as otherwise noted in this appraisal report:

I have no present or prospective interest in the property that is the subject of this report. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment. My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

To the best of my knowledge and belief, the statements of fact contained in this appraisal report, upon which analyses, opinions and conclusions expressed herein are based, are true and correct.

This appraisal report sets forth all of the assumptions and limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analyses, opinions, and conclusions contained in this report. These are my personal, impartial, unbiased professional analyses, opinions, and conclusions.

This appraisal report has been made in conformity with the Uniform Standards of Professional Appraisal Practice. I certify that, to the best of my knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

The Texas Appraiser Licensing and Certification Board requires a program of continuing education for its licensed and authorized appraisers. As of the date of this report, Christi Glendinning and A.W. Glendinning have completed the requirements of the continuing education program of the State of Texas.

Christi Boyd Glendinning and A.W. Glendinning have made a personal inspection of the property that is the subject of this report. Scott Boyd provided market research and assisted with field inspections of comparable sales data.

We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the acceptance of this assignment.

COMMERCIAL APPRAISAL ASSOCIATES



Christi Boyd Glendinning, MAI
Texas Certified General Real Estate Appraiser
#TX-1321645-G

QUALIFICATIONS OF CHRISTI BOYD GLENDINNING, MAI

Professional Summary

Christi Boyd Glendinning is the principal of Commercial Appraisal Associates, a real estate valuation and advisory firm she founded in 1992. Christi is a Certified General Appraiser in the State of Texas and a MAI designated member of the Appraisal Institute with over 30 years' experience in commercial real estate. Her clients include financial institutions, corporations, government agencies, municipalities, attorneys and property owners.



Christi's current focus is in appraisals for transportation, utilities and other infrastructure projects. She has experience in surface, aerial, subsurface and aviation easement valuations, partial acquisition, whole property acquisition, review, surplus properties, market studies, damage analysis and litigation support.

Christi has appraised properties throughout Texas, Virginia, Maryland, Massachusetts, California and the District of Columbia and has provided appraisal review services nationwide.

Properties appraised include virtually all types of real estate ranging from multi-million-dollar retail centers to agricultural land. In the course of her practice, she has also had the opportunity to value many unique properties such as schools, courthouses, health clubs, airport facilities, historical buildings, plant nurseries/growing operations, quarries, marinas and wetlands.

Christi has testified as an expert witness in Special Commissioners hearings as well as before Appraisal District Appraisal Review Boards, in County Courts of Law and in Federal Bankruptcy Court.

Highlighted Qualifications

BBA Real Estate, 1985, University of Texas at Arlington

MAI Designation (#9505), 1992, Appraisal Institute

R/W-AC Appraisal Certification, 2011, International Right of Way Association

State of Texas Certified General Appraiser (#1321645), through 12/21

Continuing Education

Appraisal Institute

Full course curriculum for the MAI designation

Uniform Standards for Federal Land Acquisition (Yellow Book Course)

Fundamentals of Separating Real Property, Personal Property and Intangible Business Assets

Small Hotel/Motel Valuation

International Right of Way Association & Others

Principles of Land Acquisition

Eminent Domain Law Basics for Right of Way Professionals

Ethics and the Right of Way Profession

Principles of Real Estate Negotiation

Right of Way Engineering

Conflict Management

The Uniform Act Executive Summary

Advanced Residential Relocation Assistance

Mobile Home Relocation

Business Relocation

Valuation of Partial Acquisition

United States Land Titles

Easement Valuation

Expert Witness Basics

Professional Affiliations

Appraisal Institute, North Texas Chapter - Regional Representative 2011-12, Central Texas Chapter Board of Directors 2019-2020

Tarrant County Bar Association, Associate Member 2011-Present, Membership Committee 2012-2013

Texas Public Works Association, Associate Member 2011-Present

International Right-of-Way Association, Chapter 36 Education Committee, 2013-2015, Programs Committee Co-Chair 2019-Present

Leadership Southwest Alumni, 1996 Graduate

National Association of Realtors, Texas Association of Realtors, Austin, Metrotex (Dallas), Houston, Longview, Texarkana, Lubbock, Tyler and Williamson County Area Associations of Realtors

Previous Real Estate Experience

1988-1991	Senior Appraiser with Porcher, Bond, Wilk & Allison – Dallas, TX
1986-1988	Real Estate Analyst with Hagood Miller, Inc. – Arlington, TX
1985-1986	Industrial Associate with Henry S. Miller Co. – Dallas, TX



June 9, 2022

RE: TxDOT Right of Way Acquisition for the FM 664 Widening Project
Limits: From FM 1387 to Westmoreland Rd.
ROW-CSJ: 1051-01-057
Parcel: P00054255
Fee Owners: City of Ovilla, a Texas Municipal Corporation

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO. **7022 0410 0003 2908 8516**

City of Ovilla
Attn: Richard Dormier, Mayor
105 Cockrell Hill Rd., Ste. 2
Ovilla, TX 75154-1493

Dear Mr. Dormier,

My name is Christopher McCarthy, and I am the Right of Way Project Manager representing the Texas Department of Transportation (TxDOT) in the construction of the widening of FM 664. You should have recently received several communications regarding this acquisition project, and now that the appraisal is complete, we would like to present your offer package to you on behalf of TxDOT.

Although Chuck Flens will be the Right of Way Acquisition Agent for this project and your contact for this offer/negotiation, I am attaching the offer package for your review so that you can be more informed when you meet with him. Behind this letter you will find the following documents in your offer package:

- Offer Letter
- The Texas Landowner Bill of Rights
- State Purchase of Right of Way booklet
- Survey
- Right of Way Map Plan Sheet
- Original copy of the appraisal
- Acknowledgement of Receipt of the Appraisal document
- Acknowledgement of Receipt of the Texas Landowner Bill of Rights document
- Information About Brokerage Services document
- Relocation Brochure explaining benefits, if applicable

- Property Owner Survey (located in the center of the “State Purchase of Right of Way” booklet)
- Possession & Use Agreement
- Memorandum of Agreement
- Deed
- W-9

The State adheres to a tight negotiation schedule, and this timeline will be discussed in detail with you by Chuck, our negotiator. Please call him, (903) 780-5045, at your earliest convenience to discuss any questions you may have about the project as well as this offer package. He will also travel to you to explain this process and the offer in more detail, if you are in the area anytime in the next couple of weeks.

Sincerely,



Christopher McCarthy, SR/WA
McCarthy Right of Way Partners, LLC
(806) 787-0395
cmccarthy@mccarthypartners.net

Initial Offer Letter

June 9, 2022

County: Ellis
Federal Project No.: N/A
Highway: FM 664
Owners: City of Ovilla, a Texas Municipal Corporation

ROW CSJ: 1051-01-057
Parcel ID: P00054255
From FM 1387 to Westmoreland Rd.

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, NO. **7022 0410 0003 2908 8516**

City of Ovilla
Attn: Richard Dormier, Mayor
105 Cockrell Hill Rd., Ste. 2
Ovilla, TX 75154-1493

Dear Mr. Dormier,

In acquiring property for the highway system of Texas, the Texas Department of Transportation (the "Department") follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the Department's negotiator, Chuck Flens, the Department will acquire a portion of your property for the construction or improvement of the above-referenced highway project. The property is located at 625 W. Main St., Ovilla, TX, as described in the enclosed legal description and survey (the "Property").

The Department believes at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the Department is authorized to offer you \$11,268.00 for the Property, which includes \$11,268.00 for the Property to be purchased and \$0.00 for damages to your remaining property.

The amount listed above is the total amount of just compensation for all interests in the portion of the property, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the Department. In accordance with State law, it is the policy of the Department to negotiate with the fee owner(s) of the Property with the understanding that the fee owner(s) will, in turn, negotiate with any lessee or other party who may own any interest in the Property or improvements located within the Property, with the exception of public utility easements, which will be handled separately by the Department.

This offer to purchase includes the contributory value(s) of the improvement(s) owned by you as listed below, which are considered to be part of the Property. Since the improvement(s) must be removed, it is the policy of the Department to permit the owner(s) who convey voluntarily to the Department to thereafter retain the improvement(s), if they wish to do so. The retention value(s) are estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the Property, the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the Department to acquire the Property by eminent domain.

<u>Improvement</u>	<u>Amount to be Subtracted if Retained</u>
Gravel Paving (1,625 SF)	\$1.00

If you wish to accept the offer based upon this appraisal, please contact Chuck Flens, who is an employee of McCarthy Partners, an affiliate that is providing acquisition services on behalf of the Department, as soon as possible, at (903) 780-5045 so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter. Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the Department within the 30-day time deadline.

In the event the condition of the Property changes for any reason, the Department shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire the Property, you will be reimbursed by the Department for any fair and reasonable incidental expenses necessarily incurred in transferring title to the Property to the Department. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes, and similar expenses incidental to conveying the Property to the Department, and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the Property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the Department failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the Department's determination on any claim for reimbursement.

You may be entitled to additional payments and services under the Department's Relocation Assistance Program. It is emphasized, however, that any benefits that you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled "*Relocation Assistance*", which will inform you of eligibility requirements, payments, and services that are available.

You have the right to discuss with others any offer or agreement regarding the Department's acquisition of the Property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the Department.

Please see the enclosed copy of the proposed instrument that will convey the Property and any improvement owned by you on the Property to the Department. Additionally, please see the enclosed copy of the Texas Landowner Bill of Rights.

Also enclosed is a copy of the Department brochure entitled "*Right of Way Purchase*", which the Department trusts will give you a better understanding of the procedures followed by the Department in purchasing property interests for highway purposes. The Department respectfully requests the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built or concerning the Department's offer or proposed purchase transaction. Also, please do not hesitate to contact Chuck Flens at the telephone number provided above regarding any question you may have.

Finally, enclosed are copies of all appraisal reports relating to the Property being acquired, which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the Department, including the appraisal that determined this offer. These appraisals were prepared by a certified appraiser certified to practice as a certified general appraiser under Chapter 1103, Occupations Code.

Sincerely,



Christopher McCarthy
Right of Way Project Manager
McCarthy Right of Way Partners, LLC
(806) 787-0395
cmccarthy@mccarthypartners.net

ENCLOSURES:

Draft Conveyance Instrument
Legal Description and Survey of the Property
Appraisal Report(s)
Landowner Bill of Rights
"Right of Way Purchase" Brochure



THE STATE OF TEXAS

LANDOWNER'S BILL OF RIGHTS

This Landowner's Bill of Rights applies to any attempt to condemn your property. The contents of this Bill of Rights are set out by the Texas Legislature in Texas Government Code section 402.031 and chapter 21 of the Texas Property Code. Any entity exercising eminent domain authority must provide a copy of this Bill of Rights to you.

1. You are entitled to receive adequate compensation if your property is condemned.
2. Your property can only be condemned for a public use.
3. Your property can only be condemned by a governmental entity or private entity authorized by law to do so.
4. The entity that wants to acquire your property must notify you that it intends to condemn your property.
5. The entity proposing to acquire your property must provide you with a written appraisal from a certified appraiser detailing the adequate compensation you are owed for your property.
6. If you believe that a registered easement or right-of-way agent acting on behalf of the entity that wants to acquire your property has engaged in misconduct, you may file a written complaint with the Texas Real Estate Commission (TREC) under section 1101.205 of the Texas Occupations Code. The complaint should be signed and may include any supporting evidence.
7. The condemning entity must make a bona fide offer to buy the property before it files a lawsuit to condemn the property—meaning the condemning entity must make a good faith offer that conforms with chapter 21 of the Texas Property Code.
8. You may hire an appraiser or other professional to determine the value of your property or to assist you in any condemnation proceeding.
9. You may hire an attorney to negotiate with the condemning entity and to represent you in any legal proceedings involving the condemnation.
10. Before your property is condemned, you are entitled to a hearing before a court-appointed panel of three special commissioners. The special commissioners must determine the amount of compensation the condemning entity owes for condemning your property. The commissioners must also determine what compensation, if any, you are entitled to receive for any reduction in value of your remaining property.
11. If you are unsatisfied with the compensation awarded by the special commissioners, or if you question whether the condemnation of your property was proper, you have the right to a trial by a judge or jury. You may also appeal the trial court's judgment if you are unsatisfied with the result.



PREPARED BY THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS • JANUARY 2022



CONDEMNATION PROCEDURE

Eminent domain is the legal authority certain governmental and private entities have to condemn private property for public use in exchange for adequate compensation. Only entities authorized by law to do so may condemn private property. Private property can include land and certain improvements that are on that property.

WHO CAN I HIRE TO HELP ME?

You can hire an appraiser or real estate professional to help you determine the value of your property as well as an attorney to negotiate with a condemning entity or to represent you during condemnation proceedings.

WHAT QUALIFIES AS A PUBLIC PURPOSE OR USE?

Your property may be condemned only for a purpose or use that serves the general public. This could include building or expanding roadways, public utilities, parks, universities, and other infrastructure serving the public. Texas law does not allow condemning authorities to exercise eminent domain for tax revenue or economic development.

WHAT IS ADEQUATE COMPENSATION?

Adequate compensation typically means the market value of the property being condemned. It could also include certain damages if your remaining property's market value is diminished by the condemnation or the public purpose for which it is being condemned.

OTHER THAN ADEQUATE COMPENSATION, WHAT OTHER COMPENSATION COULD I BE OWED?

If you are displaced from your residence or place of business, you may be entitled to reimbursement for reasonable expenses incurred while moving to a new site. However, reimbursement costs may not be available if those expenses are recoverable under another law. Also, reimbursement costs are capped at the market value of the property.

WHAT DOES A CONDEMNOR HAVE TO DO BEFORE CONDEMNING MY PROPERTY?

- ◆ Provide you a copy of this Landowner's Bill of Rights before, or at the same time as, the entity first represents that it possesses eminent domain authority. It is also required to send this Landowner's Bill of Rights to the last known

address of the person listed as the property owner on the most recent tax roll at least seven days before making its final offer to acquire the property.

- If the condemnor seeks to condemn a right-of-way easement for a pipeline or electric transmission line and is a private entity, the condemnor must also provide you a copy of the Landowner's Bill of Right's addendum.
- The addendum describes the standard terms required in an instrument conveying property rights (such as a deed transferring title or an easement spelling out the easement rights) and what terms you can negotiate.
- ◆ Make a bona fide offer to purchase the property. This process is described more fully in chapter 21 of the Texas Property Code. A "bona fide offer" involves both an initial written offer as well as a final written offer.
 - The initial written offer must include:
 - » a copy of the Landowner's Bill of Rights and addendum (if applicable);
 - » either a large-font, bold-print statement saying whether the offered compensation includes damages to the remainder of your remaining property or a formal appraisal of the property that identifies any damages to the remaining property (if any);
 - » the conveyance instrument (such as an easement or deed); and
 - » the name and telephone number of an employee, affiliate, or legal representative of the condemning entity.
 - The final written offer must be made at least 30 days after the initial written offer and must include, if not previously provided:
 - » compensation equal to or more than the amount listed in a written, certified appraisal that is provided to you;
 - » copies of the conveyance instrument; and
 - » the Landowner's Bill of Rights.
 - ◆ Disclose any appraisal reports. When making its initial offer, the condemning entity must share its appraisal reports that relate to the property from the past 10 years. You have the right to discuss the offer with others and to either accept or reject the offer made by the condemning entity.

WHAT IF I DO NOT ACCEPT AN OFFER BY THE CONDEMNING AUTHORITY?

The condemnor must give you at least 14 days to consider the final offer before filing a lawsuit to condemn your property, which begins the legal condemnation process.

HOW DOES THE LEGAL CONDEMNATION PROCESS START?

The condemnor can start the legal condemnation process by filing a lawsuit to acquire your property in the appropriate court of the county where the property is located. When filing the petition, the condemnor must send you a copy of the petition

by certified mail, return receipt requested, and first class mail. It must also send a copy to your attorney if you are represented by counsel.

WHAT DOES THE CONDEMNOR HAVE TO INCLUDE IN THE LAWSUIT FILED WITH THE COURT?

The lawsuit must describe the property being condemned and state the following: the public use; your name; that you and the condemning entity were unable to agree on the value of the property; that the condemning entity gave you the Landowner's Bill of Rights; and that the condemning entity made a bona fide offer to voluntarily purchase the property from you.

SPECIAL COMMISSIONERS' HEARING AND AWARD

No later than 30 days after the condemning entity files a condemnation lawsuit in court, the judge will appoint three local landowners to serve as special commissioners and two alternates. The judge will promptly give the condemnor a signed order appointing the special commissioners and the condemnor must give you, your lawyer, and other parties a copy of the order by certified mail, return receipt requested. The special commissioners will then schedule a condemnation hearing at the earliest practical time and place and to give you written notice of the hearing.



monetary compensation for the value of the property condemned and the value of any damages to the remaining property. They do not decide whether the condemnation is necessary or if the public use is proper. Further, the special commissioners do not have the power to alter the terms of an easement, reduce the size of the land acquired, or say what access will be allowed to the property during or after the condemnation. The special commissioners also cannot determine who should receive what portion of the compensation they award. Essentially, the special commissioners are empowered only to say how much money the condemnor should pay for the land or rights being acquired.

WHO CAN BE A SPECIAL COMMISSIONER?

Special commissioners must be landowners and residents in the county where the condemnation proceeding is filed, and they must take an oath to assess the amount of adequate compensation fairly, impartially, and according to the law.

WHAT IF I WANT TO OBJECT TO A SPECIAL COMMISSIONER?

The judge must provide to the parties the names and contact information of the special commissioners and alternates. Each party will have up to 10 days after the date of the order appointing the special commissioners or 20 days after the date the petition was filed, whichever is later, to strike one of the three special commissioners. If a commissioner is struck, an alternate will serve as a replacement. Another party may strike a special commissioner from the resulting panel within three days after the date the initial strike was filed or the date of the initial strike deadline, whichever is later.

WHAT DO THE SPECIAL COMMISSIONERS DO?

The special commissioners' job is to decide what amount of money is adequate to compensate you for your property. The special commissioners will hold a hearing where you and other interested parties may introduce evidence. Then the special commissioners will determine the amount of money that is adequate compensation and file their written decision, known as an "Award," in the court with notice to all parties. Once the Award is filed, the condemning entity may take possession and start using the property being condemned, even if one or more parties object to the Award of the special commissioners.

ARE THERE LIMITATIONS ON WHAT THE SPECIAL COMMISSIONERS CAN DO?

Yes. The special commissioners are tasked only with determining

WHAT WILL HAPPEN AT THE SPECIAL COMMISSIONERS' HEARING?

The special commissioners will consider any evidence (such as appraisal reports and witness testimony) on the value of your condemned property, the damages or value added to remaining property that is not being condemned, and the condemning entity's proposed use of the property.

WHAT ARE MY RIGHTS AT THE SPECIAL COMMISSIONERS' HEARING?

You have the right to appear or not appear at the hearing. If you do appear, you can question witnesses or offer your own evidence on the value of the property. The condemning entity must give you all existing appraisal reports regarding your property used to determine an opinion of value at least three days before the hearing. If you intend to use appraisal reports to support your claim about adequate compensation, you must provide them to the condemning entity 10 days after you receive them or three business days before the hearing, whichever is earlier.

DO I HAVE TO PAY FOR THE SPECIAL COMMISSIONERS' HEARING?

If the special commissioners' award is less than or equal to the amount the condemning entity offered to pay before the proceedings began, then you may be financially responsible for the cost of the condemnation proceedings. But, if the award is more than the condemning entity offered to pay before the proceedings began, then the condemning entity will be responsible for the costs.

WHAT DOES THE CONDEMNOR NEED TO DO TO TAKE POSSESSION OF THE PROPERTY?

Once the condemning entity either pays the amount of the award to you or deposits it into the court's registry, the entity may take possession of the property and put the property to public use. Non-governmental condemning authorities may also be required to post bonds in addition to the award amount. You have the right to withdraw funds that are deposited into the registry of the court, but when you withdraw the money, you can no longer challenge whether the eminent domain action is valid—only whether the amount of compensation is adequate.

OBJECTING TO THE SPECIAL COMMISSIONERS' AWARD

If you, the condemning entity, or any other party is unsatisfied with the amount of the award, that party can formally object. The objection must be filed in writing with the court and is due by the first Monday following the 20th day after the clerk gives notice that the commissioners have filed their award with the court. If no party timely objects to the special commissioners' award, the court will adopt the award amount as the final compensation due and issue a final judgment in absence of objection.

WHAT HAPPENS AFTER I OBJECT TO THE SPECIAL COMMISSIONERS' AWARD?

If a party timely objects, the court will hear the case just like other civil lawsuits. Any party who objects to the award has the

right to a trial and can elect whether to have the case decided by a judge or jury.

WHO PAYS FOR TRIAL?

If the verdict amount at trial is greater than the amount of the special commissioners' award, the condemnor may be ordered to pay costs. If the verdict at trial is equal to or less than the amount the condemnor originally offered, you may be ordered to pay costs.

IS THE TRIAL VERDICT THE FINAL DECISION?

Not necessarily. After trial any party may appeal the judgment entered by the court.



DISMISSAL OF THE CONDEMNATION ACTION

A condemnation action may be dismissed by either the condemning authority itself or on a motion by the landowner.

WHAT HAPPENS IF THE CONDEMNING AUTHORITY NO LONGER WANTS TO CONDEMN MY PROPERTY?

If a condemning entity decides it no longer needs your condemned property, it can file a motion to dismiss the condemnation proceeding. If the court grants the motion to dismiss, the case is over, and you can recover reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses up to that date.

WHAT IF I DO NOT THINK THE CONDEMNING ENTITY HAS THE RIGHT TO CONDEMN MY PROPERTY?

You can challenge the right to condemn your property by filing a motion to dismiss the condemnation proceeding. For example, a landowner could challenge the condemning entity's claim that it seeks to condemn the property for a public use. If

the court grants the landowner's motion, the court may award the landowner reasonable and necessary fees and expenses incurred to that date.

CAN I GET MY PROPERTY BACK IF IT IS CONDEMNED BUT NEVER PUT TO A PUBLIC USE?

You may have the right to repurchase your property if your property is acquired through eminent domain and:

- ◆ the public use for which the property was acquired is canceled before that property is put to that use,
- ◆ no actual progress is made toward the public use within 10 years, or
- ◆ the property becomes unnecessary for public use within 10 years.

The repurchase price is the price you were paid at the time of the condemnation.

ADDITIONAL RESOURCES AND ADDENDA

For more information about the procedures, timelines, and requirements outlined in this document, see chapter 21 of the Texas Property Code. An addenda discussing the terms required for an instrument of conveyance under Property Code section 21.0114(c), and the conveyance terms that a property owner may negotiate under Property Code section 21.0114(d), is attached to this statement.

The information in this statement is intended to be a summary of the applicable portions of Texas state law as required by HB 1495, enacted by the 80th Texas Legislature, Regular Session, and HB 2730, enacted by the 87th Texas Legislature, Regular Session. This statement is not legal advice and is not a substitute for legal counsel.

THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

ADDENDUM A:

Required Terms for an Instrument Conveying a Pipeline Right-of-Way Easement or an Easement Related to Pipeline Appurtenances¹

(1) The maximum number of pipelines that may be installed in the right-of-way acquired through this instrument is ____.

(2) The types of pipeline appurtenances that are authorized to be installed under this instrument for pipeline-related appurtenances, such as pipes, valves, compressors, pumps, meters, pigging stations, dehydration facilities, electric facilities, communication facilities, and any other appurtenances that may be necessary or desirable in connection with a pipeline, are described as follows: ____.

(3) The maximum diameter, excluding any protective coating or wrapping, of each pipeline to be initially installed under this instrument for a pipeline right-of-way is ____.

(4) For each pipeline to be installed under this instrument, the type or category of substances permitted to be transported through each pipeline is ____.

(5) Any aboveground equipment or facility that Grantee² intends to install, maintain, or operate under this instrument on the surface of the pipeline easement is described as follows: ____.

(6) A description or illustration of the location of the easement, including a metes and bounds or centerline description, plat, or aerial or other map-based depiction of the location of the easement on the property, is attached as Exhibit ____.

(7) The maximum width of the easement under this instrument is ____.

(8) For each pipeline to be installed under this instrument, the minimum depth at which the pipeline will initially be installed is ____.

(9) The entity installing pipeline(s) under this instrument: (check one)

- intends to double-ditch areas of the pipeline easement that are not installed by boring or horizontal directional drilling.
- does not intend to double-ditch areas of the pipeline easement that are not installed by boring or horizontal directional drilling.

(10) Grantee shall provide written notice to Grantor³, at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property, if and when Grantee assigns any interest conveyed under this instrument to another entity, provided that this provision does not require notice by Grantee for assignment to an affiliate or to a successor through merger, consolidation, or other sale or transfer of all or substantially all of its assets and businesses.

(11) The easement rights conveyed by this instrument are: (check one)

- exclusive.
- nonexclusive.

¹ The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

² "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the pipeline easement.

³ "Grantor" is the property owner from whom the Grantee is acquiring the pipeline easement.

(12) Grantee may not grant to a third party access to the easement area for a purpose that is not related to one of the following: the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument or of pipeline appurtenances to be installed under this instrument.

(13) Grantor: (check one)

- may recover from Grantee actual monetary damages, if any, arising from the construction and installation of each pipeline to be installed under this instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the construction and installation of each pipeline to be installed under this instrument.

(14) After initial construction and installation of each pipeline installed under this instrument, Grantor: (check one)

- may recover from Grantee actual monetary damages, if any, arising from the repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument.

(15) Grantor: (check one)

- and Grantee agree, with regard to Grantee's removal, cutting, use, repair, and replacement of gates and fences that cross the easement or that will be used by Grantee under this instrument, that Grantee will access and secure the easement acquired under this instrument as follows: _____.
- may recover from Grantee payment for monetary damages, if any, caused by Grantee to gates and fences, if any, to the extent that the gates or fences are not restored or paid for as part of the consideration paid for the instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to gates and fences.

(16) With regard to restoring the pipeline easement area acquired under this instrument and Grantor's remaining property used by Grantee to as near to original condition as is reasonably practicable and maintaining the easement in a manner consistent with the purposes for which the easement is to be used under this instrument: (check one)

- Grantee will be responsible for the restoration.
- Grantee will reimburse Grantor for monetary damages that arise from damage to the pipeline easement area or the Grantor's remaining property, if any, caused by the Grantee and not restored or paid for as part of the consideration for the instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to the pipeline easement area or the Grantor's remaining property.

(17) Grantee's rights of ingress, egress, entry, and access on, to, over, and across Grantor's property under this instrument are described as follows: _____.

(18) Grantee may not make use of the property rights acquired by this instrument, other than as provided by this instrument, without the express written consent of Grantor.

(19) The terms of this instrument bind the heirs, successors, and assigns of Grantor and Grantee.

THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

ADDENDUM B:

Required Terms for an Instrument Conveying an Electric Transmission Line Right-of-Way Easement⁴

(1) The uses of the surface of the property to be encumbered by the electric transmission line right-of-way easement acquired by Grantee⁵ under this instrument are generally described as follows: _____.

(2) A description or illustration of the location of the electric transmission line right-of-way easement, including a metes and bounds or centerline description, plat, or aerial or other map-based depiction of the location of the easement on the property, is attached as Exhibit _____.

(3) The maximum width of the electric transmission line right-of-way easement acquired by this instrument is _____.

(4) Grantee will access the electric transmission line right-of-way easement acquired under this instrument in the following manner: _____.

(5) Grantee may not grant to a third party access to the electric transmission line right-of-way easement area for a purpose that is not related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the electric and appurtenant facilities installed under this instrument.

(6) Grantor⁶: (check one)

- may recover from Grantee actual monetary damages, if any, arising from the construction, operation, repair, maintenance, inspection, replacement, and future removal of lines and support facilities after initial construction in the easement, if any.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the construction, operation, repair, maintenance, inspection, replacement, and future removal of lines and support facilities after initial construction in the easement.

(7) Grantor: (check one)

- and Grantee agree, with regard to Grantee's removal, cutting, use, repair, and replacement of gates and fences that cross the easement or that will be used by Grantee under this instrument, that Grantee will access and secure the easement acquired under this instrument as follows: _____
- may recover from Grantee payment for monetary damages, if any, caused by Grantee to gates and fences, if any, to the extent that the gates or fences are not restored or paid for as part of the consideration paid for the instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to gates and fences.

⁴ The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

⁵ "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the electric transmission line right-of-way easement.

⁶ "Grantor" is the property owner from whom the Grantee is acquiring the electric transmission line right-of-way easement.

(8) Grantee shall restore the easement area and Grantor's remaining property to their original contours and grades, to the extent reasonably practicable, unless Grantee's safety or operational needs and the electric facilities located on the easement would be impaired. With regard to restoring the electric transmission line right-of-way easement area acquired under this instrument and Grantor's remaining property used by Grantee to as near to original condition as is reasonably practicable following future damages, if any, directly attributed to Grantee's use of the easement: (check one)

- Grantee will be responsible for the restoration, unless the safety or operational needs of Grantee and the electric facilities would be impaired.
- Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes future damages, if any, caused by Grantee to the easement area or the Grantor's remaining property.

(9) The easement rights acquired under this instrument are: (check one)

- exclusive.
- nonexclusive.
- otherwise limited under the terms of the instrument as follows: _____.

(10) Grantee may not assign Grantee's interest in the property rights acquired under this instrument to an assignee that will not operate as a utility subject to the jurisdiction of the Public Utility Commission of Texas or the Federal Energy Regulatory Commission without written notice to Grantor at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property.

(11) Grantee may not make use of the property rights acquired by this instrument, other than as provided by this instrument, without the express written consent of Grantor.

(12) The terms of this instrument bind the heirs, successors, and assigns of Grantor and Grantee.

THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

ADDENDUM C:

Optional Terms for an Instrument Conveying a Pipeline Right-of-Way Easement, an Easement Related to Pipeline Appurtenances, or an Electric Transmission Line Right-of-Way Easement⁷

(1) With regard to the specific vegetation described as follows: _____, Grantor⁸: (check one):

- may recover from Grantee⁹ payment for monetary damages, if any, caused by Grantee to the vegetation.
- Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to the vegetation.

(2) With regard to income loss from disruption of existing agricultural production or existing leases based on verifiable loss or lease payments caused by Grantee's use of the easement acquired under this instrument, Grantor: (check one)

- may recover from Grantee payment for monetary damages, if any, caused by Grantee to Grantor's income.
- Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to Grantor's income.

(3) Grantee shall maintain commercial liability insurance or self-insurance at all times, including during Grantee's construction and operations on the easement, while Grantee uses the easement acquired under this instrument. The insurance must insure Grantor against liability for personal injuries and property damage sustained by any person to the extent caused by the negligence of Grantee or Grantee's agents or contractors and to the extent allowed by law. If Grantee maintains commercial liability insurance, it must be issued by an insurer authorized to issue liability insurance in the State of Texas.

(4) If Grantee is subject to the electric transmission cost-of-service rate jurisdiction of the Public Utility Commission of Texas or has a net worth of at least \$25 million, Grantee shall maintain commercial liability insurance or self-insurance at levels approved by the Public Utility Commission of Texas in the entity's most recent transmission cost-of-service base rate proceeding.

⁷ Pursuant to Section 21.0114(d) of the Texas Property Code, in addition to the terms set forth in Addenda A and B, a property owner may negotiate for the inclusion of the terms in this Addendum in any instrument conveying an easement to a private entity, as defined by Section 21.0114(a) of the Texas Property Code. The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the land-owner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

⁸ "Grantor" is the property owner from whom the Grantee is acquiring the pipeline or electric transmission line right-of-way easement.

⁹ "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the easement.

STATE
PURCHASE
OF
RIGHT OF WAY



Right of Way Division

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INTRODUCTION

The Texas Department of Transportation is the organization that is responsible to you and millions of other Texans for planning, building and maintaining the state highway system and certain other public transportation facilities. In order to carry out these responsibilities, it is sometimes necessary for us to acquire right of way on new or existing locations. Since at least a portion of your property is required for right of way to improve the public transportation system in your community, we are providing you with this booklet to explain briefly your rights as a citizen as well as the procedure which will be followed in purchasing your property and to answer some of the questions that you probably have.

All of your questions regarding right of way matters will not likely be answered in this booklet, but perhaps the answers to a few of them will enable you to have a better understanding of the overall process. This booklet is offered for general information purposes only; it is not a document of law, rule or regulation. You will have an opportunity at a later date to discuss your individual case with a representative of our department and to ask any questions you may have. On the last page of this booklet you will find the name, telephone number and address of our representative.

This booklet applies only to those rights of way that are acquired for the state of Texas directly by the Texas Department of Transportation. Cities and counties also acquire rights of way for transportation projects.

PUBLIC NEED FOR PRIVATE PROPERTY

Perhaps the first questions that should be answered is "Why does the government have the right to acquire private property?" Our successful existence in a democracy requires the development of public services to improve our way of life. We would be handicapped greatly without lands upon which to carry out the activities of government. For example, there would be no lands for public schools, highways, public hospitals or other facilities necessary to our society. In short, a government cannot provide services to its citizens without the right to acquire land.

WHY YOUR PROPERTY IS NEEDED

More particularly, of course, you are concerned about the reasons why your property is needed. You may have attended a meeting or public hearing where the need and methods of project development were discussed. If so, you are already aware that the department uses a systematic approach to assess engineering conditions, beneficial and adverse social, economic, environmental and other effects of any project that is proposed. Projects are not selected arbitrarily. They are the result of cooperative efforts with proper local agencies, the study of alternatives and a balanced consideration of the need for safe and efficient public transportation. You may be sure that this process was followed on the particular project that involves your property.

Under our form of government, the rights of the individual are of paramount importance. Our laws guarantee these individual rights for all of us. However, our laws also recognize another principle, namely, the public good, which sometimes makes it necessary to resolve a difficult matter such as public acquisition of private property in favor of the majority for the good of all.

Every effort is made to reach a fair and equitable agreement in the purchase of all right of way needed for public transportation pur-

poses. It is hoped sincerely that when a highway project route and design have finally been determined, all citizens will agree that fair and equitable consideration has been given to the property owners involved and that the selected route is in the best interest of the general public.

CONTACT BY THE DEPARTMENT

“When will I know something definite?” This surely is one of the questions you will have. You will be contacted personally by one of our authorized representatives. However, this contact must be delayed until all preliminary requirements for highway project development have been met. In some instances, the time between that date you may have heard of a proposed project and the time you are actually contacted may seem unreasonable, but every effort is made to expedite the various planning, engineering, environmental, public hearing and approval steps so that purchase of right of way can begin at the earliest possible date.

COMPENSATION

You will, of course, want to know how much you will receive for your property. As a property owner, you have the constitutionally guaranteed right to receive just compensation for the property that will be purchased from you. Even though you have the right to receive such compensation, you may make a gift or donation of all or part of the property if you wish to do so. Where payment is to be made, the real property will be appraised to determine just compensation.

Our representative will contact you before any appraisal is made. A thorough investigation of your property will be made to determine its value in accordance with state law. You or your designated representative will be given an opportunity to accompany the appraiser who is evaluating the real estate during the inspection

of the property. Your cooperation and input will aid greatly in ensuring that nothing is overlooked which ought to be included in the appraisal of your property. All appraisals are carefully reviewed by the department to assure that proper appraisal principles and methods have been used to arrive at the value to be offered for your property.

As soon as the appraisal and appraisal review work can be completed, you will be provided a written offer in the amount of the total approved value. You will be provided a copy of the state's appraisal report and you should note that if you already have an appraisal report you are required to provide a copy of it to the state. If you decide to have a separate appraisal done, you are required to provide a copy of it to the state in accordance with the Texas Attorney General's Landowner's Bill of Rights, a copy of which will be provided to you. You will also be advised in the written offer concerning the possible option of retaining any building or other improvements located on the land needed for right of way. Where appropriate, the just compensation for the real property to be acquired and for compensable damages to remaining real property will be stated separately.

Your decision regarding the state's offer for your property needs to be made at the earliest possible time so that the completion of the acquisition process is not delayed. You can appreciate the fact that there is a definite time frame required for every aspect of the highway or transportation project that involves your property.

ADMINISTRATIVE SETTLEMENTS

An administrative settlement is any settlement which is in excess of the agency's approved value. If an agreement on the approved value cannot be reached, the owner may request an administrative settlement. The administrative settlement process is:

- 1) A timely written counteroffer is required and must include a property owner's signed proposal for full settlement setting forth a specific dollar amount with information to support the proposal.
- 2) The counteroffer will be reviewed by an evaluation team.
- 3) The property owner will be notified of the team's decision.
- 4) If an administrative settlement is not approved or if the property owner decides to reject an approved administrative settlement, a final offer letter will be issued at the original approved value.

If improvements are retained, the retention value will be subtracted from the total settlement amount.

DONATION OF RIGHT OF WAY

The donation or gift of all or a portion of your property that is needed for right of way is an option that you have. Obviously, the state funds that are saved if property is donated can be utilized for construction and/or other highway purposes. Donations can also help to expedite the letting of construction contracts and lead to an earlier completion of the project.

In situations where remaining property will be increased greatly in value by the construction of the highway or other transportation facility, the donation of right of way may be to your advantage as a property owner by making your property more suitable for timely development. There are undoubtedly other good and valid reasons for consideration to be given to the possibility of donation or the acceptance of reduced compensation. If you elect to donate your property, an appraisal will be made unless you elect to waive this option.

DAMAGES TO REMAINING PROPERTY

If you have a question about damages, you should know that in many cases highway construction will enhance rather than damage

remaining property. When only a portion of your property is needed, you will be offered an amount for damages only if the appraisal process indicates that your remaining property will have a lesser value after the highway is constructed. The amount established for damages, if any, will be stated separately and will also be included in the total offer made to you by the department.

RELOCATION OF IMPROVEMENTS

Many property owners would like to know if their house or buildings can be moved. If the state's offer for your property is acceptable, arrangements usually can be made for you to keep your house or buildings and move them to another location. Removal of such improvements is the owner's responsibility. Since each case is different, it is best that you discuss this with our authorized representative when you are contacted.

TIME ALLOWED FOR RELOCATION

“Will I have time to look for another home?” is another question that often arises. If your home is purchased, you will be paid the full consideration. Before you are required to move you will be given adequate time to find and buy another home using the proceeds from our purchase. You are not required to move until you receive a written notice and a date to vacate. To the greatest extent practicable you will be given at least 90 days written notice of the date by which you must move. This applies not only to homes but also to all properties where a property owner relocates to a new property or moves retained buildings, fences or other improvements to remaining property.

PROPERTY ADJUSTMENT WORK

Some property owners ask “Will I have time to fence or do other work on my remaining property?” Every effort will be made to make the offer of purchase sufficiently in advance of construction to allow

time for necessary property adjustment work. Examples of property adjustment work are the building of fences along the right of way lines, the construction of new watering facilities for livestock, the removal of any buildings or other improvements which an owner desires to keep from the right of way area being purchased and their reestablishment elsewhere and the adjustment of water lines and similar facilities which are necessary to continued best use of the remaining property.

FARMING OF CROPS

If crops have been planted, the offer to purchase will usually be based on your retaining a right to harvest crops in the ground, with the understanding that after closing the transaction no new crops will be planted. An exception to this procedure is when construction is so imminent that it is not possible to allow time for the harvesting of existing crops. In that case our offer to you will include payment for the existing crops based on the value of such crops at the time of the offer.

MORTGAGES

ABOUT YOUR MORTGAGE

As is the case in the handling of any other real estate transaction, payments must be made to satisfy outstanding mortgages or liens. If only a portion of your property is being acquired, agreement must be reached with the mortgage or lien agency concerning payment requirements. If you were selling your property in a private real estate transaction and part or all of an outstanding mortgage had to be paid, many lending agencies would require a prepayment penalty. Since this sale is being made to the public, most lending agencies, including the Federal Housing Administration, waive this requirement. However, some do not, and you should investigate this matter to determine whether or not such a penalty will have to be paid.

THE VA LOAN

The Veterans Administration recognizes that the sale of your property is not of your choosing. Under these circumstances, your loan privileges may be restored and made available for coverage of another property. The veteran must initiate this action.

SMALL BUSINESS LOAN

The Small Business Administration administers funds for loans for small businesses. You may wish to contact one of their offices to determine how to qualify for a loan.

INCOME TAXES

If your property is worth more today than when you bought it, you may be wondering about paying income tax on the difference when you sell to the public. The sale of property for public purposes comes under a class which the Internal Revenue Service designates as “involuntary conversion.” It may not be necessary to pay income tax or capital gains tax depending on how you reinvest your profit from the sale to the state. Any payment received for damages also may not be taxable. You are, therefore, urged to contact the Internal Revenue Service Office which serves your area or seek legal advice on these matters.

EMINENT DOMAIN PROCEEDINGS

Although a sincere and comprehensive effort is made to determine just compensation for the right of way required, including improvements and damages to any of your remaining property and the utilization of the administrative process, you may still not be satisfied and may refuse to sell. In other instances, the title to the land needed for right of way may be clouded to the extent that legal proceedings are necessary to effect transfer of clear title. In these and a few other cases, eminent domain proceedings have to be initiated by the state.

In eminent domain proceedings, the court will appoint three disinterested landowners to serve as Special Commissioners and a hearing will be held to determine the value of the property being acquired. The property owner will be notified of the time and place of the hearing. At this hearing, the Special Commissioners will listen to the evidence of value and arrive at an award that will be filed with the court. A deposit in the amount of the award may be made with the court at which time the state will be entitled to take possession of the property involved. After the deposit is made, the court must authorize withdrawal of the award. If either the property owner or the state is dissatisfied with the amount of the award, objections to the award may be filed within the time limits prescribed by law and the case subsequently tried in the same manner as other civil cases. The basic issue decided in eminent domain cases is the amount of just compensation for the property being acquired and, in the case of a partial acquisition, any damages to the value of your remaining property. For additional information on eminent domain procedures consult the Texas Attorney General's Landowner's Bill of Rights.

If any improvements are included in the property being acquired, they may not be retained by the property owner in eminent domain proceedings.

RELOCATION ASSISTANCE AND BENEFITS

In addition to payment for your property, you may be entitled to additional benefits. If you must move, you may be entitled to assistance in locating another home or business and financial assistance in the form of moving and related expenses. Such benefits, if any, are in addition to the state's offer for your property and are handled separately from the purchase of your real property. It is beyond the scope of this booklet to detail specific benefits; however, if you are eligible, your rights and benefits will be fully explained in detail. A separate relocation assistance booklet is available and you will be furnished with one if you have to move and/or your personal property has to be moved. If the needed right of way is occupied

by a home, business or any personal property, DO NOT MOVE UNTIL YOU HAVE BEEN CONTACTED BY A RELOCATION ASSISTANCE COUNSELOR AND HAVE ESTABLISHED ELIGIBILITY FOR POSSIBLE RELOCATION BENEFITS. MOVING PREMATURELY MAY RESULT IN FORFEITURE OF THESE BENEFITS.

INCIDENTAL EXPENSES

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable expenses necessarily incurred in transferring title to the property for use by the Texas Department of Transportation. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the department and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. The Texas Department of Transportation will reimburse eligible incidental expenses upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the department failed to properly determine the eligibility for or the amount of incidental expenses to be reimbursed. There is no standard form on which to request review of a claim; however, it must be filed with the department's district office for your area within three months after you are notified of the department's determination on any claim for reimbursement.

YOUR CIVIL RIGHTS

In accordance with Title VI of the Civil Rights Act of 1964 and related statutes, it is the policy of the department to ensure that no person in the United States of America shall, on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment. 42 U.S.C. §2000d-3), color, national origin, sex, age, retaliation or disability be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any of our programs or activities.

If you believe you have been discriminated against or your rights have been violated under any program or activity of the department, you may file a Title VI Discrimination Complaint.

The Title VI Discrimination Complaint Form can be obtained by:

- Visiting TxDOT's website at <http://www.txdot.gov> and entering keywords "civil rights."
- Contacting the Office of Civil Rights 1-866-480-2518.
- Visiting, in person, the Office of Civil Rights located at 125 E. 11th Street, Austin, TX 78701.

If you have any questions regarding the completion of the form, you may contact the Office of Civil Rights at the number listed above. Upon request, assistance will be provided if you are limited English proficient or disabled. Complaints may be filed using an alternative format, e.g., computer disk, audio tape or in Braille. If you have a speech or hearing impairment, dial Texas Relay at 1-800/735-2988 or 711 for assistance.

The department's Office of Civil Rights will notify you when it receives your complaint.

CONCLUSION

Your Texas Department of Transportation sincerely hopes that the purchase of your property can be accomplished to your satisfaction with an absolute minimum of inconvenience to you. We will be more than happy to assist you in any way we can.

Name, address and telephone number of our representative:

EXHIBIT "A"

County: Ellis
Highway: F.M. 664
R.O.W. CSJ: 1051-01-057
CCSJ: 1051-01-052

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February 2, 2021

Parcel P00054255

Being a 0.133-acre (5,776 square foot) tract of land situated in Ellis County, Texas, in the James McNamarra Survey, Abstract No. 693, being part of a tract of land conveyed to the City of Ovilla, recorded in Volume 1228, Page 363, Official Public Records, Ellis County, Texas, (O.P.R.E.C.T.) and being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2-inch iron rod along the West line of said City of Ovilla tract and the Southeast corner of a tract of land conveyed to ST Enterprises, LLC, recorded in Volume 2463, Page 1102, O.P.R.E.C.T.;

THENCE North 18 Degrees 14 Minutes 03 Seconds East, along the West line of said City of Ovilla tract and the East line of said ST Enterprises tract, a distance of 130.49 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" on the Proposed West Right-of-Way line of F.M. 664 at Station 476+26.82, 229.91 feet Left and the **POINT OF BEGINNING** (N 6,878,814.90, E 2,465,827.71);

- 1) **THENCE** North 18 Degrees 14 Minutes 03 Seconds East, along the West line of said City of Ovilla tract and the East line of said ST Enterprises tract, a distance of 8.43 feet to a point;
- 2) **THENCE** North 18 Degrees 12 Minutes 17 Seconds East, along the West line of said City of Ovilla tract and the East line of said ST Enterprises tract, a distance of 30.00 feet to a found RR Spike in the centerline of Main Street, no recording information found, and the Northwest corner of said City of Ovilla tract;
- 3) **THENCE** South 72 Degrees 30 Minutes 04 Seconds East, along the North line of said City of Ovilla tract and the Existing center line of Main Street, a distance of 157.85 feet to a point at the Northeast corner of said City of Ovilla tract and Northwest corner of a tract of land conveyed to Ovilla Community Center, recorded in Volume 395, Page 267 and Volume 32, Page 335, Deed Records, Ellis County, Texas;
- 4) **THENCE** South 13 Degrees 34 Minutes 37 Seconds West, along the East line of said City of Ovilla tract and the West line of a said Ovilla Community Center, a distance of 38.69 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" on the Proposed West Right-of-Way line of F.M. 664 at Station 475+81.50, 78.32 feet Left at the beginning of a curve to the Left;
- 5) **THENCE** along the Proposed West Right-of-Way line of F.M. 664 and said curve having a radius of 462.00 feet, a delta angle of 9 Degrees 45 Minutes 46 Seconds, an arc length of 78.63 feet, whose chord bears North 69 Degrees 56 Minutes 30 Seconds West, a distance of 78.63 feet to a set 5/8-inch iron rod with plastic cap stamped "TxDOT Survey Marker, Right of Way Monument" at Station 476+08.17, 150.75 feet Left;
- 6) **THENCE** North 74 Degrees 49 Minutes 24 Seconds West, along the Proposed West Right-of-Way line of F.M. 664, a distance of 82.49 feet to the **POINT OF BEGINNING**, containing 0.133 acres (5,776 feet) of land.

EXHIBIT "A"

County: Ellis
Highway: F.M. 664
R.O.W. CSJ: 1051-01-057
CCSJ: 1051-01-052

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February 2, 2021

Basis of Bearing is the Texas State Plane Coordinate System, North Central Zone (4202), NAD 83, (2011) Epoch 2010. All distances and coordinates shown hereon are surface values displayed in US Survey Feet. A Surface Adjustment Factor of 1.000072449 was used to scale grid coordinates and distances to surface.

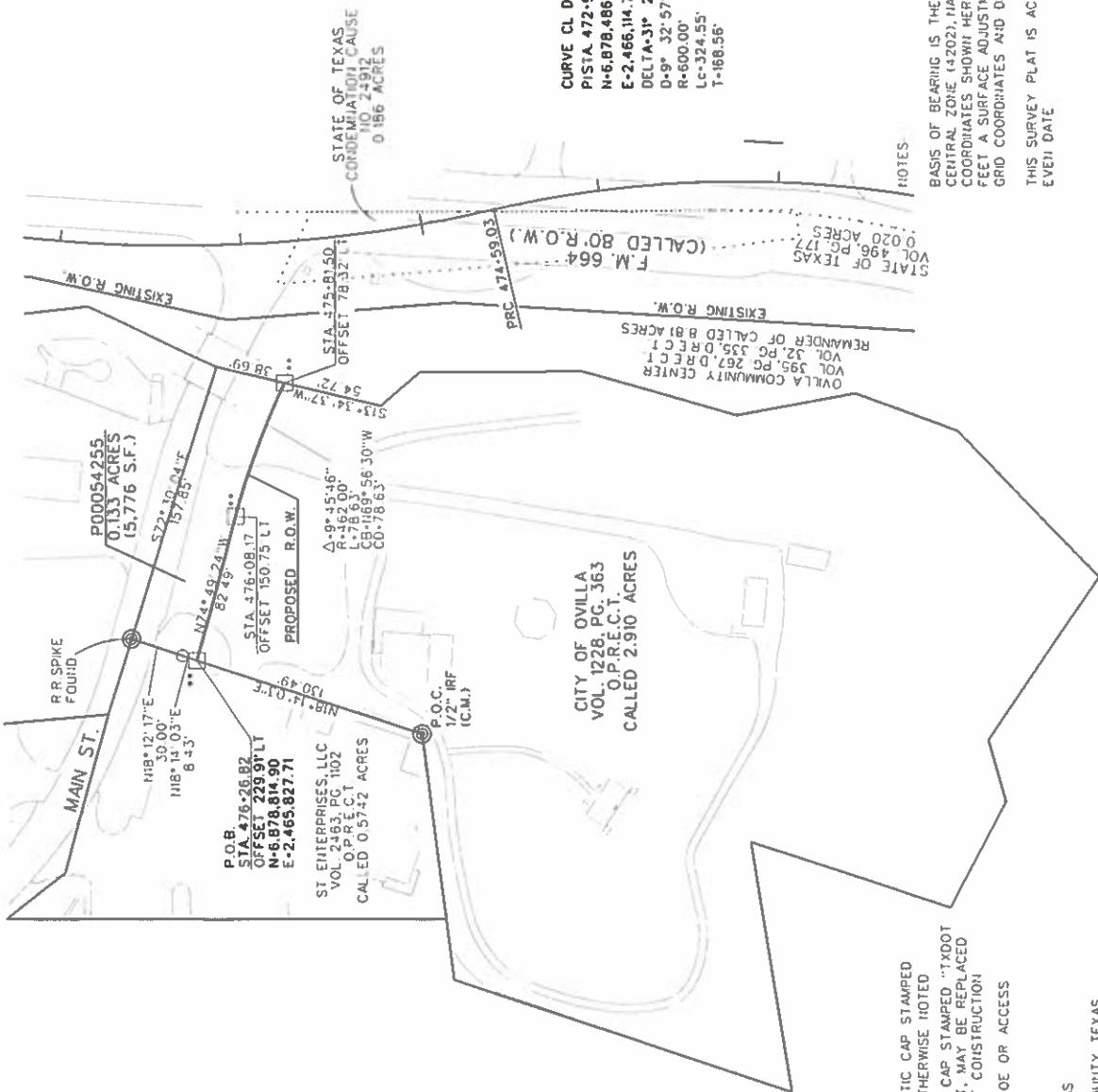
Note: This legal description is accompanied by a survey plat of even date.

** The monument described, and set may be replaced with the State's Type II right-of-way marker upon the completion of the construction project, under the supervision of a RPLS, either employed or retained by the State.

That I, Timothy A. Frost, a Registered Professional Land Surveyor, hereby certify that this legal description hereon and accompanying plat of even date represent an actual survey made on the ground under my supervision.

Timothy A. Frost 2/10/2021
Timothy A. Frost
Texas Registered Professional Land Surveyor #5316
Teague, Nall & Perkins
5237 N. Riverside Drive, Suite 100
Fort Worth, TX 76137
TBPELS Firm Number 10011600





- SET 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "TEAGUE, HALL & PERKINS" OR AS OTHERWISE NOTED
- 5/8 INCH IRON ROD W/ 2" PLASTIC CAP STAMPED "TxDOT SURVEY MARKER RIGHT OF WAY" SET, MAY BE REPLACED W/TYPE MONUMENT AT THE END OF CONSTRUCTION
- TxDOT CAP NOT SET DUE TO NO R.O.W. OR ACCESS TO PROPERTY.
- MARKER FOUND "AS NOTED"

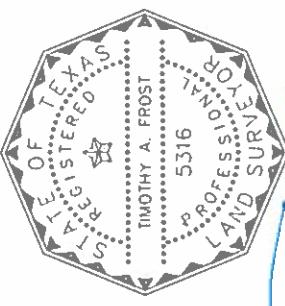
D.R.C.T. • DEED RECORDS, ELLIS COUNTY, TEXAS
R.P.R.E.C.T. • REAL PROPERTY RECORDS, ELLIS COUNTY, TEXAS
O.P.R.E.C.T. • OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS
P.R.E.C.T. • PLAT RECORDS, ELLIS COUNTY, TEXAS

P.O.C. • POINT OF COMMENCING
(C.M.) • CONTROLLING MONUMENT
C.M.R. • 1-DOT TYPE 1 MONUMENT
C.R.F. • CAPPED IRON ROD FOUND
I.R.F. • IRON ROD FOUND
I.P.F. • IRON PIPE FOUND
R. • PROPERTY LINE
S. • SURVEY LINE
L. • FEE HOOK
C. • CENTERLINE
— • PROPOSED ROW

• SET 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "TEAGUE, HALL & PERKINS" OR AS OTHERWISE NOTED
• 5/8 INCH IRON ROD W/ 2" PLASTIC CAP STAMPED "TxDOT SURVEY MARKER RIGHT OF WAY" SET, MAY BE REPLACED W/TYPE MONUMENT AT THE END OF CONSTRUCTION

THIS SURVEY PLAT IS ACCOMPANIED BY A SEPARATE LEGAL DESCRIPTION OF EVEN DATE

EXHIBIT "A" - PAGE 3 OF 3
A PLAT OF SURVEY OF
PARCEL P00054255
FOR F.M. 664
A 0.133 ACRE (5,776 SQ.F.T.)
PARCEL OF LAND
IN JAMES MCNAMARRA SURVEY
ABSTRACT NO. 693
ELLIS COUNTY, TEXAS
RCSJ NO. 1051-01-057



Tommy Frost 2/10/2021
TOMAS A. FROST, PLS. NO. 5316
TEAGUE, HALL & PERKINS
TBPELS FIRM REGISTRATION NO. 10091600

DATE



WFG National Title Company

a Williston Financial Group company

GF No.: 21-156396-P00054255

RCSJ No.: 1051-01-057

Highway: FM 664

Project Limits: FM 1387 To Westmoreland Rd

Parcel: P00054255

TEXAS

COMMITMENT FOR TITLE INSURANCE (T-7)

ISSUED BY

WFG NATIONAL TITLE INSURANCE COMPANY

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME
AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED
REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We, WFG NATIONAL TITLE INSURANCE COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule B and Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

Countersigned:

WFG National Title Company

Authorized Signatory
4604 Park Springs Blvd, Suite 140
Arlington, TX 76017

WFG NATIONAL TITLE INSURANCE COMPANY

By:

Steve Ozonian, President/CEO

ATTEST:

Joseph V. McCabe, EVP/General Counsel/Secretary



CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do not notify us, or learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Exclusions.

**WFG NATIONAL TITLE INSURANCE COMPANY
TEXAS TITLE INSURANCE INFORMATION**

Title Insurance insures you against loss resulting from certain risks to your title. The Commitment for Title Insurance is the Title Insurance Company's promise to issue the Title Insurance Policy. The Commitment is a legal document. You should review it carefully to completely understand it before your closing date.	El seguro de titulo le asegura en relacion a perdidas resultants de ciertos riesgos que pueden afectar el titulo de su propiedad. El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un document legal. Usted debe leerlo cuidadosamente y entenderlo complemente antes de lo fecha para finalizar su transaccion.
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Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a Policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for the certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

--MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. Neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exception, Exclusions and Conditions, defined below.

--EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

--EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

--CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling WFG National Title Insurance Company at 1-877-366-8781 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the Policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

---Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not your request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

---Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection for and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

COMMITMENT FOR TITLE INSURANCE T-7
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: **May 20, 2022**

GF No.: **21-156396-P00054255**

Commitment No. 21-156396-P00054255, issued: **May 26, 2022**

1. The policy or policies to be issued are:

a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount:

PROPOSED INSURED: **The State of Texas, acting by and through the Texas
Transportation Commission**

b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount:

PROPOSED INSURED:

c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount:

PROPOSED INSURED:

Proposed Borrower:

d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:

PROPOSED INSURED:

Proposed Borrower:

e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:

PROPOSED INSURED:

Proposed Borrower:

f. OTHER:

Policy Amount:

PROPOSED INSURED:

2. The interest in the land covered by this Commitment is

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

CITY OF OVILLA, A TEXAS MUNICIPAL CORPORATION

4. Legal description of land:

See attached Exhibit "A" attached hereto and made part hereof.

EXHIBIT "A"
LEGAL DESCRIPTION

County: Ellis
Highway: F.M. 664
R.O.W. CSJ: 1051-01-057
CCSJ: 1051-01-052

Parcel P00054255
(Feb. 2, 2021)

Being a 0.133-acre (5,776 square foot) tract of land situated in Ellis County, Texas, in the James McNamara Survey, Abstract No. 693, being part of a tract of land conveyed to the City of Ovilla, recorded in Volume 1228, Page 363, Official Public Records, Ellis County, Texas, (O.P.R.E.C.T.) and being more particularly described by metes and bounds as follows:

See Schedule C for Vesting Deed and Parcel Survey

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override item 2 of Schedule B hereof.

APN(s):

**COMMITMENT FOR TITLE INSURANCE T-7
ISSUED BY
WFG NATIONAL TITLE INSURANCE COMPANY**

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

We hereby delete the above exception.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only).

5. Standby fees, taxes and assessments by any taxing authority for the year 2021, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2021 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Mortgagee Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R).)
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
 - a. **Visible and apparent easements not appearing of record.**
 - b. **Rights of tenants in possession under the terms of any unrecorded leases, subleases and/or rental agreements.**
 - c. **Rights of parties in possession.**

COMMITMENT FOR TITLE INSURANCE T-7
ISSUED BY
WFG NATIONAL TITLE INSURANCE COMPANY

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, labore's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Vesting Deed: 19960003022**
Field Notes: Parcel P00054255
Five year sales certificate: 5yr cert
6. **We find no outstanding voluntary liens of record affecting the subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.**
7. **Our office may require an Affidavit as to Debts and Liens to be executed at closing.**
8. **The Company requires satisfactory evidence of authority for those acting on behalf of any party to the transaction to which this commitment is addressed.**
9. **Company requires a legible copy of current drivers license or other positive proof of identification of the parties to the closing.**

COMMITMENT FOR TITLE INSURANCE T-7
SCHEDULE D

GF No. **21-156396-P00054255**

Effective Date: **May 20, 2022**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of WFG National Title Insurance Company issuing this Commitment

DIRECTORS:

Patrick F. Stone
A. Steven Ozonian
Michael T. Gallaher
Joseph V. McCabe
Cynthia L. Tucker

OFFICERS:

Patrick F. Stone, Executive Chairman and Founder
A. Steven Ozonian, Chief Executive Officer and President
Michael T. Gallaher, Executive Vice President, Chief Financial Officer and Treasurer
Joseph V. McCabe, Executive Vice President, General Counsel and Secretary
John R. Wooldridge, Senior Vice President and Controller
Cynthia Lee Tucker, Executive Vice President

Williston Financial Group LLC owns 100% of the stock of WFG National Title Insurance Company. Williston Holdings LLC owns 100% of the LLC interest in Williston Financial Group LLC.

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment: WFG National Title Company of Texas, LLC, a Texas limited liability company

- a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: WFG National Title Company of Texas, LLC, a Texas limited liability company
- b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns, or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Williston Financial Group LLC, a Delaware limited liability company (Sole membership interest in WFG National Title Company of Texas, LLC, a Texas limited liability company.)
- c. The following persons are officers and directors of the Title Insurance Agent:

OFFICERS:

Michael T. Gallaher	Executive VP, Chief Financial Officer & Treasurer
Joseph V. McCabe	Executive VP, General Counsel & Secretary
Donald O'Neill	Executive VP, Chief Compliance Officer & Deputy General Counsel
David Weeks	Vice President
Alice Chuang	Vice President, Associate Counsel
Emily Clearwater	Manager
Sandra St. Gemme	Onsite Manager
Robert Sherman	Senior Vice President and Regional Director

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	\$0.00
Loan Policy	\$0.00
Endorsement Charges	\$0.00
Other	
Total	\$0.00

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company: 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

AMOUNT	TO WHOM	FOR SERVICES
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*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

SIGNATURE

DATE

IMPORTANT INFORMATION

FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE TELEPHONE NUMBER 1-800-257-2842 ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT 1-800-252-3439 to obtain information on:

1. Filing a complaint against an insurance company or agent,
2. Whether an insurance company or agent is licensed,
3. Complaints received against an insurance company or agent,
4. Policyholder rights, and
5. A list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE, P.O. BOX 149104, AUSTIN, TEXAS 78714-9104. FAX NO. (512) 475-1771

AVISO IMPORTANTE

PARA INFORMACION, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS 1-800-257-2842

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL 1-800-252-3439
Para obtener informacion sobre:

1. Como someter una queja en contra de una compania de seguros o agente de seguros,
2. Si una compania de seguros o agente de seguros tiene licencia,
3. Quejas recibidas en contra de una compania de seguros o agente de seguros,
4. Los derechos del asegurado, y
5. Una lista de publicaciones y services para consumidores disponibles a traves del Departmento.

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS, P.O. BOX 149104, AUSTIN, TEXAS 78714-9104 FAX NO. (512) 475-1771



Plain English Privacy Statement for Appraisal, Title & Escrow Customers

WFG believes it is important to protect your privacy and confidences. We recognize and respect the privacy expectations of our customers. We believe that making you aware of how we collect information about you, how we use that information, and with whom we share that information will form the basis for a relationship of trust between us. This Privacy Policy provides that explanation. We reserve the right to change this Privacy Policy from time to time.

Williston Financial Group, LLC, WFG National Title Insurance Co. and each of the affiliates listed below (collectively "WFG" or the "WFG Family") are obligated to comply with Federal and state privacy laws. While there are some common requirements to those laws, the definitions and duties differ significantly from law-to-law and state-to-state. A privacy statement drafted to comply with all of the applicable privacy laws and their differing definitions would likely be confusing. Therefore, in an attempt to better communicate our privacy policies, WFG designed this "Plain English" explanation, followed by the Gramm-Leach-Bliley Act model form and website links to State-Specific Privacy Notices in order to provide you with the complete, legal privacy notices and disclosures required under Federal and applicable State Laws.

WFG's primary business is providing appraisal, title insurance and, escrow services for the sale or refinance of real property. This can be a complicated process, involving multiple parties, many of whom have been selected by our customers, each filling a specialized role. In part, you have hired WFG to coordinate and smooth the passage of the information necessary for an efficient settlement or closing.

In the course of this process, WFG collects a significant amount of personal and identifying information about the parties to a transaction, including sensitive items that include but are not limited to: your contact information including email addresses, Social Security numbers, driver's license and, other identification numbers and information; financial, bank and insurance information; information about past and proposed mortgages and loans; about properties you currently or previously owned; your mortgage application package; and the cookie, IP address, and other information captured automatically by computer systems.

Much of this information is gathered from searches of public land records, tax, court and credit records to make certain that any liens, challenges, or title defects are addressed properly. Some of the information that is collected is provided by you, or the computer systems you use. We also may receive information from real estate brokers and agents, mortgage brokers and, others working to facilitate your transaction. We also may receive information from public, private or governmental databases including credit bureaus, 'no-fly' lists, and terrorist 'watch lists', as well as from your lenders and credit bureaus.

What Information is Shared?

WFG DOES NOT SELL any of your information to non-affiliated companies for marketing or any other purpose.

However, some of the same information does get shared with persons inside and outside the WFG Family in order to facilitate and complete your transaction.

For example:

- Information, draft documents, and closing costs will pass back and forth between WFG and your mortgage broker and lender to facilitate your transaction.
- Information, including purchase agreements and amendments, will pass back and forth between WFG and the real estate agents and brokers, the mortgage brokers and lenders, the lawyers and accountants, and others involved in facilitating the transaction.
- WFG may order property searches and examinations from title searchers, abstractors and title plants.
- WFG may use third parties to obtain tax information, lien information, payoff information, condominium and, homeowners' association information and payoff information.
- Third parties may be engaged to prepare documents in connection with your transaction.
- Surveys, appraisals and, inspections may be ordered.

- Within the WFG Family of companies, we may divide up the work to handle each closing in the most efficient manner possible and to meet specific legal and licensing requirements. Certain parts of your closing (for example a search or disbursement) may be handled by another division or company within the WFG Family.
- When it is time for signatures, your complete closing package may be sent to a notary, remote online notary, or notary service company who will arrange to meet with you to sign documents. The notary will, in turn, send signed copies back to us along with copies of your driver's license or other identity documents usually by mail, UPS, Federal Express or another courier service.
- Your deed, mortgage and other documents required to perfect title will be recorded with the local recorder of deeds.
- In some cases, we use an outside service to coordinate the recording or electronic-recording of those instruments, and they will receive copies of your deeds, mortgages and other recordable documents to process, scan and send on to the recording office.
- Various government agencies get involved. The law requires us to provide certain information to the IRS, the US Treasury, local and state tax authorities and other governmental agencies.

You have a choice in the selection of a mortgage broker, lender, real estate broker or agent and others that make up your 'transaction team.' Information flows to and from the members of the transaction team you have selected to facilitate an efficient transaction for you.

When WFG selects and engages a third-party provider, we limit the scope of the information shared with that third party to the information reasonably necessary for that service provider to provide the requested services. With most, we have entered into express agreements in which they expressly commit to maintain a WFG customer's information in strict confidence and use the information only for purposes of providing the requested services, clearing title, preventing fraud and addressing claims under our title insurance policies.

How does WFG use your Information?

We may use your personal information in a variety of ways, including but not limited to:

- Provide the products, services and title insurance you have requested and to close and facilitate your transaction.
- Coordinate and manage the appraisal process.
- Handle a claim or provide other services relating to your title insurance policies.
- Create and manage your account.
- Operate and improve WFG's applications and websites, including WFG MyHome®, WFG's secure communication and transaction portal. Your information is used for access management, payment processing, site administration, internal operations, troubleshooting, data analysis, testing, research, and for statistical purposes.
- Respond to your requests, feedback, or inquiries.
- Comply with laws, regulations, and other legal requirements.
- Comply with relevant industry standards and our policies, including managing WFG's risk profile through reinsurance.
- Protect and enforce your rights and the rights of other users against unlawful activity, including identity theft and fraud.
- Protect and enforce our collective rights arising under any agreements entered into between WFG and you or any other third party;
- Protect the integrity and maintain security of our applications, websites, and products;
- Operate, evaluate, and improve our business; and
- Provide you with information about products, services, and promotions, from WFG or third parties that may interest you.

How Do We Store and Protect Your Personal Information?

Although no system can guarantee the complete security of your personal information, we will use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information and our systems and sites from malicious intrusions or hacking.

How Long Do We Keep Your Personal Information?

We keep your personal information for as long as necessary to comply with the purpose for which it was collected, our business needs, and our legal and regulatory obligations. We may store some personal information indefinitely. If we dispose of your personal information, we will do so in a way that is secure and appropriate to the nature of the information subject to disposal.

Computer Information

When you access a WFG website, or communicate with us by e-mail, we may automatically collect and store more information than you are expressly providing when you fill out a survey or send an email. This may include:

- Your IP Address.
- Your email address, your alias and, social media handles.
- The type of browser and operating system you use.
- The time of your visit.
- The pages of our site you visit.
- Cookies.

In order to provide you with customized service, we make use of Web browser cookies. Cookies are files that help us identify your computer and personalize your online experience. You may disable cookies on your computer, but you may not be able to download online documents or access certain sites unless cookies are enabled.

The technical information we collect is used for administrative and technical purposes and to prevent fraud and provide identity verification. For instance, we may use it to count the number of visitors to our site and determine the most popular pages. We may also use it to review types of technology you are using, determine which link brought you to our Web site, assess how our advertisements on other sites are working, help with maintenance, and improve our customers' experience.

We may compare information gathered on previous visits to verify that we are interacting with the same parties and not a potential imposter.

If we ask you to fill out any forms or surveys, we will use the information we receive only for the specific purposes indicated in those forms or surveys.

The information you and your transaction team send us in emails or attached to an email, or provide through any of our online tools, is used for purposes of providing title, escrow and appraisal management services and used for the purposes described above.

Links to Third Party Sites

Our Applications and Websites may contain links to third-party websites and services. Please note that these links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly suggest you review. This Privacy Notice applies to WFG's applications and websites only.

Do Not Track

Because there is not an industry-standard process or defined criteria to permit a user to opt-out of tracking their online activities (Do Not Track or DNT), our websites do not currently change the way they operate based upon detection of a "Do Not Track" or similar signal. Likewise, we cannot assure that third parties are not able to collect information about your online activities on WFG websites or applications.

Social Media Integration

Our applications, websites, and products contain links to and from social media platforms. You may choose to connect to us through a social media platform, such as Facebook, Twitter, Google, etc. When you do, we may collect additional information from or about you, such as your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts, through the social media platform. The social media platforms may also collect information from you.

When you click on a social plug-in, such as Facebook's "Like" button, Twitter's "tweet" button or the Google+, that particular social network's plugin will be activated and your browser will directly connect to that provider's

servers. Your action in clicking on the social plug-in causes information to be passed to the social media platform.

We do not have control over the collection, use and sharing practices of social media platforms. We, therefore, encourage you to review their usage and disclosure policies and practices, including their data security practices, before using social media platforms.

How Can You “Opt-Out?”

We do not sell your information; therefore there is no need to opt-out of such reselling. Under various laws, you can opt-out of the sharing of your information for more narrow purposes. For additional detail, consult the Links under the “Legal” Notices attached below.

The “Legal” Notices

To comply with various federal and state laws, we are required to provide more complete legal notices and disclosures. In reviewing these, you will find that these notices incorporate the definitions and terminology used in the respective privacy laws which can often be somewhat convoluted and may even seem inconsistent with the descriptions above. The state-specific statutes may also give residents of those states additional rights and remedies.

Privacy Notice for California Residents - <https://national.wfgnationaltitle.com/privacy-notice-california>

Privacy Notice for Oregon Residents - <https://national.wfgnationaltitle.com/privacy-notice-oregon>

How to Contact Us

If you have any questions about WFG’s privacy policy or how we protect your information, please contact WFG:

- By email: Consumerprivacy@willistonfinancial.com
- By telephone: 833-451-5718
- By fax: 503-974-9596
- By mail: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223
- In-person: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223

WFG FAMILY

WILLISTON FINANCIAL GROUP LLC

WFG NATIONAL TITLE INSURANCE COMPANY

WFG LENDER SERVICES, LLC

WFGLS TITLE AGENCY OF UTAH, LLC

WFG NATIONAL TITLE COMPANY OF WASHINGTON, LLC

WFG NATIONAL TITLE COMPANY OF CALIFORNIA

WFG NATIONAL TITLE COMPANY OF TEXAS, LLC D/B/A WFG NATIONAL TITLE COMPANY

UNIVERSAL TITLE PARTNERS, LLC

VALUTRUST SOLUTIONS, LLC

WILLISTON ENTERPRISE SOLUTIONS & TECHNOLOGY, LLC

WFG NATIONAL TITLE COMPANY OF CLARK COUNTY, WA, LLC D/B/A WFG NATIONAL TITLE

Revised 6.12.20

FACTS	WHAT DOES WILLISTON FINANCIAL GROUP DO WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and other government identification information • Your name, address, phone, and email • Information about the property, any liens and restrictions • Financial Information including credit history and other debt • Financial account information, including wire transfer instructions. 		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Williston Financial Group chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information	Does Williston Financial Group share?	Can you limit this sharing?	
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No	
For our marketing purposes—to offer our products and services to you	Yes	No	
For joint marketing with other financial companies	No	We don't share	
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No	
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share	
For our affiliates to market to you	No	We don't share	
For nonaffiliates to market to you	No	We don't share	
To limit our sharing	<ul style="list-style-type: none"> • Call 833-451-5718—our menu will prompt you through your choice(s) • Visit us online: http://bit.ly/WFGsConsumerPrivacyInformationRequestPage or e-mailing us at consumerprivacy@willistonfinancial.com • Mail the form below <p>Please note:</p> <p>If you are a new customer, we can begin sharing your information from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>		
Questions?	Call 833-451-5718 or Email consumerprivacy@willistonfinancial.com		

Mail-In Form

If you have a joint policy, your choices will apply to everyone on your account.	Mark any/all you want to limit: <p><input type="checkbox"/> Do not share information about my creditworthiness with your affiliates for their everyday business purposes.</p> <p><input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me.</p> <p><input type="checkbox"/> Do not share my personal information with nonaffiliates to market their products and services to me.</p>	
Name		Mail to:
Address		Williston Financial Group
City, State, Zip		PRIVACY DEPT
File Number		12909 SW 68 th Pkwy, #350 Portland, OR 97223

Who we are	
Who is providing this notice	Williston Financial Group, LLC and its affiliates and subsidiaries as listed below:
What we do	
How does Williston Financial Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We limit access to your information to employees that need to use the information to process or protect transaction. We take industry standard (IPSEC) measures to protect against malicious intrusions or hacking
How does Williston Financial Group collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance • Engage us to provide appraisal, title and escrow services • Give us your contact information • Provide your mortgage information • Show your driver's license <p>We also collect your personal information from others, such as real estate agents and brokers, mortgage brokers, lenders, credit bureaus, affiliates, and others</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your policy.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Our affiliates include companies with a common corporate identity, including those listed below.</p>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Nonaffiliates we share with can include real estate agents and brokers, mortgage brokers, lenders, appraisers, abstractors and title searchers and others as appropriate to facilitate your transaction.</p>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p>Williston Financial Group does not jointly market.</p>
Other important information	
As a resident or citizen of certain states, we may have to provide additional state specific privacy notices and you may have rights other than as set forth above. The links below will provide state specific information:	
<p>Privacy Notice for California Residents - https://national.wfgnationaltitle.com/privacy-notice-california</p> <p>Privacy Notice for Oregon Residents - https://national.wfgnationaltitle.com/privacy-notice-oregon</p>	



County: Ellis
CSJ No.: 1051-01-057
Project Limits: From FM 1387 to Westmoreland Rd.

District: Dallas
Parcel No.: P00054255
Parcel Owner: City of Ovilla, a Texas Municipal Corporation
Highway No.: FM 664

I, Richard Dormier, Mayor of the City of Ovilla, a Texas Municipal Corporation, here by
acknowledge receipt on _____, 2022, of a copy of the State of Texas Landowner's
Bill of Rights document, dated January 2022.

Richard Dormier, Mayor

Date

ACKNOWLEDGMENT OF RECEIPT OF APPRAISAL REPORT

County: Ellis

District: Dallas

Federal Project No.: N/A

Parcel No.: P00054255

ROW CSJ No.: 1051-01-057

Highway: FM 664

I, Richard Dormier, Mayor of the City of Ovilla, a Texas Municipal Corporation, hereby acknowledge receipt on _____ of a copy of an appraisal report prepared by Christi Glendinning, dated November 6, 2021, related to the above parcel. I acknowledge that this appraisal report is subject to the copyright laws of the United States and that any republication or redisclosure is prohibited without the express written consent of the Texas Department of Transportation.

Richard Dormier, Mayor

Date

Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction;
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone
Buyer/Tenant/Seller/Landlord Initials		Date	



POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES WITH ADDITIONAL PAYMENT OF INDEPENDENT CONSIDERATION

STATE OF TEXAS	§	ROW CSJ: 1051-01-057
	§	Parcel ID: P00054255
COUNTY OF ELLIS	§	Project No.: N/A

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between the State of Texas, acting by and through the Texas Department of Transportation (the "State"), and City of Ovilla, a Texas Municipal Corporation (the "Grantor" whether one or more), grants to the State, its contractors, agents and all others deemed necessary by the State, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of Highway No. FM 664 (the "Highway Construction Project"). The property subject to this Agreement is described more fully in field notes and plat map (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the State which is set forth in Paragraphs 2 and 3 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the State of Texas the right of entry and exclusive possession and use of the Property for the purpose of constructing a highway and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Highway Construction Project. This Agreement will extend to the State, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the State in the future, and all others deemed necessary by the State for the purpose of the Highway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the State will tender to the Grantor the sum of **Zero Dollars (\$0.00)**. The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The State will be entitled to take possession and use of the Property upon tender of payment. The parties agree that the sum tendered represents **0** percent of the State's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the State's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the State in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the State has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the State, the Grantor will promptly refund the overpayment to the State.
3. As additional consideration, the State will tender to the Grantor the sum of **Three Thousand and 00/100 Dollars (\$3,000.00)**, the receipt and sufficiency of which is acknowledged. The parties agree that the sum tendered under this Paragraph 3:
 - (i) is independent consideration for the possession and use of Grantor's Property and represents no part of the State's compensation to be paid for the anticipated purchase of the Property; and
 - (ii) will not be refunded to the State upon any acquisition of the Property by the State.
4. The effective date of this Agreement will be the date on which payment pursuant to Paragraphs 2 and 3 above

was tendered to the Grantor by the State, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the “Effective Date”).

5. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances or that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the State from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.
6. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the State in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.
7. This Agreement is made with the understanding that the State will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor’s rights to receive full and just compensation as allowed by law for all of the Grantor’s interests in and to the Property to be acquired by the State, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor’s interest in any larger tract of which the Property is a part (the “Remainder”), if any; all as the Property exists on the Effective Date of this Agreement. The State’s removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. There will be no project impact upon the appraised value of the Property. This grant will not prejudice the Grantor’s rights to any relocation benefits for which Grantor may be eligible.
8. In the event the State institutes or has instituted eminent domain proceedings, the State will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the State until entry of judgment.
9. The purpose of this Agreement is to allow the State to proceed with its Highway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the State’s acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Highway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Highway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
10. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface.
Nothing in this reservation will affect the title and rights of the State to take and use all other minerals and materials thereon, and thereunder.
11. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the State takes possession under this agreement.
12. Notwithstanding the acquisition of right of possession to the Property by the State in a condemnation proceeding by depositing the Special Commissioners’ award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the State acquires title to the Property either by negotiation, settlement, or final court judgment.

13. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

14. It is agreed the State will record this document.

15. Other conditions: N/A.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the State of Texas and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

City of Ovilla, a Texas Municipal Corporation
By: Richard Dormier, Mayor

Corporate Acknowledgment

State of Texas
County of Ellis

This instrument was acknowledged before me on _____ by Richard Dormier, Mayor of the City of Ovilla, a Texas Municipal Corporation. The acknowledging person personally appeared by:

physically appearing before me.

appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

Notary Public's Signature

THE STATE OF TEXAS

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Jeny Houdmann
Right of Way Project Delivery Manager

Date: _____

Acknowledgment

State of Texas
County of _____

This instrument was acknowledged before me on _____ by Jeny Houdmann,
Right of Way Project Delivery Manager. The acknowledging person personally appeared by:

physically appearing before me.

appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

Notary Public's Signature

Memorandum of Agreement

June 9, 2022

City of Ovilla
Attn: Richard Dormier, Mayor
105 Cockrell Hill Rd., Ste. 2
Ovilla, TX 75154-1493

County: Ellis
Highway No.: FM 664
Location: From FM 1387 to Westmoreland Rd.
Project No.: N/A
ROW CSJ No.: 1051-01-057
District: Dallas
Parcel No.: P00054255

Dear Mr. Dormier:

You have indicated a willingness to sign a deed for your property which consists of 0.133 acres (5,776 SF) located at 625 W. Main St., Ovilla, TX.

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the Texas Department of Transportation (TxDOT) will make payment. The payment of **\$11,268.00** as herein agreed will constitute full payment to be made by TxDOT for the property to be conveyed to the State.

TxDOT and the owner(s) have agreed to the following provisions.

Until payment is made by TxDOT, title and possession of the property to be conveyed remains with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or TxDOT shall have the right to terminate this agreement.

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue under the State's Relocation Assistance Program and the mutual benefits to be derived by you and TxDOT from the signing of this agreement.

The State, without cost to the owner, will pay the cost of recording all instruments conveying title to the State.

It is suggested that you carefully review the proposed Right of Way Deed and satisfy yourself (selves) as to its provisions. With your signing of this agreement and execution of the deed the State will proceed with the issuance of a State warrant which will be made out jointly to you and to WFG National Title Company, agent for WFG National Title Insurance Company.

This company has been designated as the State's closing agent and is responsible to see that TxDOT obtains clear title. They will not endorse the warrant and make payment until clear title is secured. At the same time, you have the right to withhold endorsement of the warrant and not accept payment until you are fully satisfied on all details of the transaction.

Sincerely,



Christopher McCarthy, SR/WA
McCarthy Right of Way Partners, LLC
cmccarthy@mccarthypartners.net

I (We) fully understand the Texas Department of Transportation proposal as contained in this agreement and hereby acknowledge receipt of the brochure entitled "*Relocation Assistance*."

I (We) understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction and agree that my (our) execution of the Right of Way Deed is based on this understanding.

Richard Dormier, Mayor

Date

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.



Form ROW-N-14
(Rev. 11/20)
Page 1 of 3

DEED

TxDOT ROW CSJ: 1051-01-057

TxDOT Parcel ID: P00054255

Grantor(s), whether one or more:

City of Ovilla, a Texas Municipal Corporation

Grantor's Mailing Address (including county):

105 Cockrell Hill Rd., Ste. 2
Ovilla, TX 75154-1493
Ellis County, Texas

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Texas Department of Transportation
125 E. 11th Street
Austin, TX 78701
Travis County

Consideration:

The sum of **Eleven Thousand, Two Hundred Sixty-Eight** and NO/100 Dollars (**\$11,268.00**) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Ellis County, Texas, being more particularly described in the attached Exhibit A (the “**Property**”).

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Ellis County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements (“**Retained Improvements**”) located on the Property, to wit: **None**

Grantor covenants and agrees to remove the Retained Improvements from the Property by 31st day of July 2022, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor’s remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit “A”. Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee’s successors and assigns forever. Grantor binds Grantor and Grantor’s heirs, successors, and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee’s successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgment indicated below.

GRANTOR:

City of Ovilla, a Texas Municipal Corporation
By: Richard Dormier, Mayor

Corporate Acknowledgment

State of Texas
County of Ellis

This instrument was acknowledged before me on _____ by Richard Dormier, Mayor of the City of Ovilla, a Texas Municipal Corporation. The acknowledging person personally appeared by:

physically appearing before me.

appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

Notary Public's Signature

AFTER RECORDING, RETURN TO:
WFG National Title Company
4606 Park Springs Blvd., Suite 110
Arlington, TX 76017-1895

**Request for Taxpayer
Identification Number and Certification**► Go to www.irs.gov/FormW9 for instructions and the latest information.Give Form to the
requester. Do not
send to the IRS.Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.						
2 Business name/disregarded entity name, if different from above						
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.						
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►						
5 Address (number, street, and apt. or suite no.) See instructions.				Requester's name and address (optional)		
6 City, state, and ZIP code						
7 List account number(s) here (optional)						

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number							
<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>

or

Employer identification number									
<input type="text"/>	<input type="text"/>	-	<input type="text"/>						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►
----------------------	-------------------------------

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

AGENDA ITEM REPORT Item 5

Meeting Date: July 11, 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 Ordinance No. 2022-13 an ordinance of the City of Ovilla, Texas, amending Chapter 8, Article 8.05, (abandoned and junked vehicles), Divisions 1 and 3, of the Code of Ordinances of the City of Ovilla; providing definitions of “junked vehicle” and “junked trailer” a savings clause; providing amended regulations for junked vehicles and junked trailers; providing a severance clause; providing for incorporation into the code of ordinances; providing for publication; and providing an effective date.

Attachments:

1. Ordinance No. 2022.13

Discussion / Justification:

Background: After a review of the current ordinance by city staff it was determined that the ordinance does not reflect state statutes. Based on legal counsel's advice staff is presenting this ordinance to update our code of ordinances.

Recommendation / Staff Comments:

Staff Recommends: Approval

Sample Motion(s):

I move to approve/deny Ordinance No. 2022-13 an ordinance of the City of Ovilla, Texas, amending Chapter 8, Article 8.05, (abandoned and junked vehicles), Divisions 1 and 3, of the Code of Ordinances of the City of Ovilla; providing definitions of “junked vehicle” and “junked trailer” a savings clause; providing amended regulations for junked vehicles and junked trailers; providing a severance clause; providing for incorporation into the code of ordinances; providing for publication; and providing an effective date.

ORDINANCE NO. 2022-13

**AN ORDINANCE OF THE CITY OF OVILLA, TEXAS,
AMENDING CHAPTER 8, ARTICLE 8.05, (ABANDONED
AND JUNKED VEHICLES), DIVISIONS 1 AND 3, OF THE
CODE OF ORDINANCES OF THE CITY OF OVILLA;
PROVIDING DEFINITIONS OF “JUNKED VEHICLE” AND
“JUNKED TRAILER” A SAVINGS CLAUSE; PROVIDING
AMENDED REGULATIONS FOR JUNKED VEHICLES AND
JUNKED TRAILERS; 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 regulations pertaining to abandoned and junked vehicles; and

WHEREAS, the City Council finds and determines that the recommended revisions to the abandoned and junked vehicle regulations 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 OVILLA, 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 8, ARTICLE 8.05, DIVISION 1, SECTION 8.05.001 OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA. Chapter 8, Article 8.05, Division 1, Section 8.05.001 of the Code of

Ordinances of the City of Ovilla is hereby amended by the addition of the following definitions:

Junked vehicle.

- (1) “Junked vehicle” means any vehicle that is self-propelled and displays an expired license plate or invalid motor vehicle registration certificate, or does not display a license plate or motor vehicle registration certificate, and is
 - (a) Wrecked, dismantled, or partially dismantled, or discarded; or
 - (b) Inoperable and had remained inoperable for more than:
 - (i) Seventy-two consecutive hours, if the vehicle is on public property; or
 - (ii) Thiry (30) consecutive days, if the vehicle is on private property.
- (2) The term “junked vehicle” does not include:
 - (a) A vehicle or part thereof which is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property;
 - (b) A vehicle or part thereof which is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or junkyard; or
 - (c) An unlicensed operable or inoperable antique and special interest vehicle stored by a collector on his property, provided that the vehicle and the outdoor storage area are maintained in such a manner that they do not constitute a health hazard and are screened from ordinary public view by means of a fence, rapidly growing trees, shrubbery, or other appropriate means.

Junked trailer.

Junked trailer means a vehicle that is not self-propelled and is designed to haul or move goods, vehicles, watercraft, or other objects via attachment to a self-propelled vehicle and that displays an expired license plate or invalid registration certificate, or does not display a license plate or registration certificate, and is:

- (a) Wrecked, dismantled, or partially dismantled, or discarded; or
- (b) Inoperable and had remained inoperable for more than:
 - (i) Seventy-two consecutive hours, if the vehicle is on public property; or
 - (ii) Thiry (30) consecutive days, if the vehicle is on private property.

SECTION 3. AMENDMENT OF CHAPTER 8, ARTICLE 8.05, DIVISION 3, OF THE CODE OF ORDINANCES OF THE CITY OF OVILLA. Chapter 8, Article 8.05, Division 3, of the Code of Ordinances of the City of Ovilla, is hereby amended to read as follows:

Sec. 8.05.071 Right of entry

The police department of the city or its duly authorized representatives are hereby authorized to enter upon private property for the examination of vehicles and trailers or parts thereof and to obtain information as to the identity of vehicles and trailers and remove or cause the removal of a vehicle or vehicle part, or trailer or trailer part, that constitutes a nuisance in accordance with the purposes and procedures of this article.

Sec. 8.05.072 Court orders

The municipal court of the city shall have the authority to issue any order necessary to enforce the provisions of the junked vehicle and junked trailer regulations herein.

Sec. 8.05.073 Declaration of nuisance

A junked vehicle or junked trailer, including a part thereof, that is visible from a public place or public right-of-way:

- (1) Is detrimental to the safety and welfare of the public;
- (2) Tends to reduce the value of private property;
- (3) Invites vandalism;
- (4) Creates a fire hazard;
- (5) Is an attractive nuisance creating a hazard to the health and safety of minors;
- (6) Produces urban blight adverse to the maintenance and continuing development of municipalities; and
- (7) Is a public nuisance.

Sec. 8.05.074 Offenses

(a) The owner or occupant of any real property within the city shall keep such property free of and shall not permit or suffer the presence of junked vehicles and junked trailers on such property.

(1) A person commits an offense if the person maintains a public nuisance described by section 8.05.073.

(2) A person commits an offense if such person knowingly or intentionally interferes with or attempts to prevent the physical impounding of any junked vehicle or junked trailer by a law enforcement officer.

(b) Upon conviction, an offense under this section is a misdemeanor punishable by a fine not to exceed \$200.00, and each day that a violation continues shall be a separate offense.

(c) The court shall order abatement and removal of the nuisance on conviction.

Sec. 8.05.075 Abatement procedures generally

- (a) The city may adopt procedures that conform to this article for the abatement and removal from private or public property or a public right-of-way of a junked vehicle or part of a junked vehicle as a public nuisance.
- (b) The procedures must:
 - (1) Prohibit a vehicle or trailer from being reconstructed or made operable after removal;
 - (2) Require a public hearing on request of a person who receives notice as provided in section 8.05.076 if the request is made not later than the date by which the nuisance must be abated and removed; and
 - (3) Require that notice identifying the vehicle or part of the vehicle, or trailer or part of the trailer, be given to the department not later than the fifth (5th) day after the date of removal.
- (c) The city's municipal court may issue necessary orders to enforce the procedures.
- (d) Procedures for abatement and removal of a public nuisance must be administered by regularly salaried, full-time employees of the city, except that any authorized person may remove the nuisance.
- (e) A person authorized to administer the procedures may enter private property to examine a public nuisance, to obtain information to identify the nuisance, and to remove or direct the removal of the nuisance.
- (f) On receipt of notice of removal under subsection (b)(3), the department shall immediately cancel the certificate of title issued for the vehicle.
- (g) The procedures may provide that the relocation of a junked vehicle that is a public nuisance to another location in the same municipality or county after a proceeding for the abatement and removal of the public nuisance has commenced has no effect on the proceeding if the junked vehicle constitutes a public nuisance at the new location.

Sec. 8.05.076 Notice

- (a) The procedures for the abatement and removal of a public nuisance must provide not less than ten (10) days' notice of the nature of the nuisance and must be personally delivered or sent by certified mail and with a five (5) day return requested or delivered by the United States post office signature confirmation service to:
 - (1) The last known registered owner of the nuisance;
 - (2) Each lienholder of record of the nuisance; and
 - (3) The owner or occupant of:
 - (A) The property on which the nuisance is located; or
 - (B) If the nuisance is located on a public right-of-way, the property

adjacent to the right-of-way.

- (b) The notice must state that:
 - (1) The nuisance must be abated and removed not later than the 10th day after the date on which the notice was personally delivered or mailed; and
 - (2) Any request for a hearing must be made before that ten (10) day period expires.
- (c) A request for a hearing to determine whether the vehicle is a junked vehicle or junked trailer as defined herein must be made to the clerk of the municipal court, either in person or in writing, and without the requirement of bond, before the expiration of said ten (10) day period.
- (d) In the event that no request for hearing is received before the expiration of said ten (10) day period, it shall be conclusively presumed the vehicle is a junked vehicle or junked trailer as defined under state law and this article.

Sec. 8.05.077 Hearing; removal by city

- (a) If the owner or occupant of the premises or the owner of the vehicle does not request a hearing and either fails or refuses to comply with the order of the chief of police or his or her delegate within the ten (10) day period after service thereof, as provided herein, the chief of police shall take possession of such junked vehicle or junked trailer and remove it from the premises upon the issuance of an appropriate order of the judge of the municipal court. (Ordinance 09-002, sec. 8, adopted 1/12/09)
- (b) The owner or occupant of any premises on which a junked vehicle or junked trailer is located or the owner of the vehicle may, within ten (10) days after service of a notice to abate said nuisance, request of the clerk of the municipal court, either in person or in writing, and without the requirement of a bond, that a date and time be set when he or she may appear before the judge of the municipal court for a hearing to determine whether or not the motor vehicle is a junked motor vehicle or junked trailer.
- (c) The judge of the municipal court shall hear any case brought before such court, as set out herein, and shall determine by a preponderance of the evidence whether or not the vehicle is a junked vehicle or junked trailer and in violation of this article. At the hearing, the vehicle is presumed, unless demonstrated otherwise by the owner, to be inoperable. Such hearing shall not be criminal in nature and shall be as summary as due process and orderly procedure allows. Rules of evidence as in civil suits shall be followed. Upon finding that such vehicle is in violation of this article, the judge of such court shall order such defendant to remove and abate such nuisance within ten (10) days, the same being a reasonable time. If the defendant shall fail and refuse, within such ten (10) days, to abate or remove the nuisance, the judge of the municipal court may issue an order directing the chief of police to have the same removed, and the chief

of police or his delegate shall take possession of such junked vehicle or junked trailer and remove it from the premises. Such order shall include a description of the vehicle, the current identification number, and the license number of the vehicle, if available at the site of the vehicle.

(d) If there is a junked vehicle or junked trailer, as herein defined, on-premises that are occupied or unoccupied, and (i) neither the owner nor the occupant of the premises can be found and notified to remove same, or (ii) the notice required by section 8.05.076 is returned undeliverable by the U.S. post office and, ten (10) days after the return of such notice, the nuisance has not been abated, then upon showing of such facts to the judge of the municipal court, the court may issue an order directing the chief of police to have the same removed, and the chief of police shall take possession of such junked vehicle or junked trailer and remove it from the premises.

(e) Notice shall be given to the state department of transportation that a junked vehicle or junked trailer has been impounded within five (5) days after the removal of the junked vehicle or junked trailer as provided in this article, identifying the vehicle or part thereof impounded.

Sec. 8.05.078 Disposal

(a) A junked vehicle or junked trailer, including any part thereof, may be removed to a scrap yard, a motor vehicle demolisher, or a suitable site operated by the city.

(b) The city may operate a disposal site if its governing body determines that commercial disposal of junked vehicles or junked trailers is not available or is inadequate. The city may:

- (1) Finally dispose of a junked vehicle or junked trailer, or any part thereof; or
- (2) Transfer it to another disposal site if the disposal is scrap or salvage only.

Sec. 8.05.079 Relocation

The relocation of a junked vehicle or junked trailer that is a public nuisance to another location in the city after a proceeding for the abatement and removal of the public nuisance has commenced has no effect on the proceeding if the junked vehicle constitutes a public nuisance at the new location.

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 _____ day of _____, 2022.

Richard Dormier, Mayor

ATTEST:

Bobbie Jo Taylor, City Secretary

APPROVED AS TO FORM:

Ron G. MacFarlane, Jr., City Attorney

ORDINANCE NO. 2022- 13

Page 7 of 7

Ovilla City Council

AGENDA ITEM REPORT Item 6

Meeting Date: July 11, 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 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 / JUNE 2022



J. Bennett, Chief of Police

OVILLA POLICE DEPARTMENT
MONTHLY REPORT / JUNE 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) Final phase of field training.
PATROL OFFICER	(VACANT)
ADMINISTRATIVE ASSISTANT	(IRIS HARKENRIDER)

*Vacancy – No new applicants in June.

OVILLA POLICE DEPARTMENT
MONTHLY REPORT / June 2022

2 – Felony Arrest

8 – Misdemeanor Arrests

3 – OVILLA WARRANTS CLEARED

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

108- Total Citations issued.

Roughly 46% of ALL traffic stops received a citation.

May 2022	TO	June 2022	MILEAGE	MAINTENANCE PERFORMED
Police Unit #	Begin	End	Accrued	
116	114,986	115,332	346	
117	125,163	127,108	1,945	
216	38,435	39,145	710	
119	64,206	65,914	1,708	
120	59,148	60,360	1,212	
220	55,464	56,860	1,396	New Spark Plugs and Wires

OVILLA POLICE DEPARTMENT
MONTHLY REPORT / June 2022

Calls For Service	June 2022	June 2022 YTD	June 2021	June 2021 YTD
Accident	3	29	1	28
Alarms	22	107	14	104
Arrest	10	32	6	19
Assault/Assault FV	3	5	1	4
Assists	75	499	68	432
Building / House Security Check	413	2113	404	2681
Burglary	1	3	1	1
Burglary of Motor Vehicle	2	5	1	1
Criminal Mischief	1	9	0	0
Disturbance	9	85	16	72
Neighborhood Check	977	4969	783	5556
Other Calls for Service	211	895	84	551
Suspicious Person	12	56	8	34
Suspicious Vehicle	19	107	16	110
Theft	3	12	1	2
Traffic Assignment/School Enforcement	2	104	26	335
TOTAL CALLS FOR SERVICE	1763	9030	1430	9930

Ovilla Fire Department

June 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 3 Firefighter Paramedic position open.
- Currently the Department has 0 Firefighter Basic position open.
- Currently the Department has 2 Volunteer Firefighter position open.

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

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

- We have two applicants that we are putting through the final hiring process for the volunteer positions, and we are looking through applications for the paramedic positions.

Grants Report

- Have turned in four Texas Forestry Service Grants, waiting for notification of award and they will remain active until they are awarded without reapplying for them.
 - 10/14/2021 Received \$20,000.00 for Personal Protective Equipment
 - 01/23/2018 applied for a Brush Truck Chassis grant that we are still waiting to hear if awarded
 - 08/29/2019 applied for a Skid Unit to be placed onto Brush Truck Chassis if awarded
 - 01/23/2018 applied for a Brush Truck grant that we are still waiting to hear if awarded

- 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 June, we made a total of 73 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 561 calls for service, an average of 94 per month, and 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)
- **56 / 60** Volunteer shifts were covered, and these **56** shifts we had 4 personnel on the Engine.

Monthly Call Summary

INCIDENT COUNT		
INCIDENT TYPE	# INCIDENTS	
EMS	29	
FIRE	44	
TOTAL	73	
MUTUAL AID		
Aid Type	Total	
Aid Given	20	
Aid Received	8	
OVERLAPPING CALLS		
# OVERLAPPING	% OVERLAPPING	
5	6.85	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	EMS	FIRE
Station 701	0:06:42	0:10:04
AVERAGE FOR ALL CALLS		0:08:16
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)		
Station	EMS	FIRE
Station 701	0:01:27	0:01:52
AVERAGE FOR ALL CALLS		0:01:36
AGENCY	AVERAGE TIME ON SCENE (MM:SS)	
Ovilla Fire Department	27:05	

Fleet Report

Ovilla Fire Department Mileage, Fuel and Maintenance Report for June					
Apparatus	Beginning Mileage	Ending Mileage	Mileage for the Month	Fuel Expenses	Maintenance Expenditures
B701	60,662	60,718	56	\$ -	\$ -
B702	-	-	0	\$ -	\$ -
C701	40,271	40,458	187	\$ 95.00	\$ -
C702	12,728	13,321	593	\$ 260.00	\$ -
S701	113,598	113,722	124	\$ 89.06	\$ -
E701	31,209	31,626	417	\$ 830.74	\$ 5,626.82
E702	34,781	34,926	145	\$ 221.88	\$ 857.50
Training E703	-	-	0	\$ -	\$ -
R755	22,364	22,558	194	\$ 367.64	\$ 8,101.96
Station Supplies (Small Equipment Fuel, Propane, Other)				\$ -	\$ -
Totals for the Month			1,716	\$ 1,864.32	\$ 14,586.28

Maintenance Cost Explanations:

E701 – Annual PM Complete and minor repairs made

E702 – New Tire

R755 – Repair made to the Command Light System that was damaged in January and was paid for through an insurance claim.

****Note** - Generally for the FD, May through September there is more money spent in apparatus maintenance due to the timing of our Annual Preventive Maintenance Program and having to do all our apparatus at the same time.**

PUBLIC WORKS DIRECTOR REPORT

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

FROM: James Kuykendall –Public Works Director

TOPIC: June 2022 Public Works Overview Report

Employee report

All positions are filled.

Public Works Project Overview

Construction on Founders Park is complete, and the meter is set for the electrical. The walkway and concrete around the restrooms are completed also.

Sod has been put down and some landscaping has started.

Equipment

Bobcat skid steer has been delivered

Parks vehicle is ordered and we are well within budget on the pricing

John Deere backhoe had the annual service done by RDO equipment.

Water Department

Total work orders completed 20

All regulatory samples completed and tested negative

Water quality tested

Total Work Orders Entered 23

Total Work Order completed 20

Water Wholesale Purchased & Pumped

January ,2022

Gallons pumped – 21.929.000K MGD

Gallons Billed – 19130.400K MGD

Gallons Unbilled – 40.k

Builder billed - 3.2K

PUBLIC WORKS DIRECTOR REPORT

Maintenance Flushing – 500k.

All state requirements were completed for the month of May.
CCR was completed and sent to print.

Sewer Department All sewer lift stations are functioning as they should.

All stations and wet wells were cleaned.

Construction Manager

61 building permits were issued for the month of June.

Survey crews are shooting grade for Broadmoor phase 2.

The surveying and grading has started for Hollywood Estates

Parks and Facilities Monthly Report

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

Heritage Park-trash taken out, and bathrooms cleaned

Small Baseball Field – The small baseball field is now complete for the work that was budgeted
Founder's Park – The pavilion is 100% complete and the restrooms are 100% complete.

Mowing of parks and city property is on a weekly schedule now to keep up appearances.

Playgrounds are being used more now that the kids are out of school so they will be inspected twice a week to assure there are no safety issues or debris in the play area.

Streets/Drainage

Patched Westmoreland, Red Oak Creek, Johnson Lane, Shiloh Road, Bryson, and Cockrell Hill Road, cardinal and meadowlark and cedar ridge ct.

Picked up 5 tons of asphalt.

Ellis county has started on the overlay on Shiloh rd.

708 main street had two alligator crumpled spots that were dug out and patched with hot mix.

Cleaned out drainage ditch at 200 lariat trail.

PUBLIC WORKS DIRECTOR REPORT

City right of ways were mowed

Three dead trees removed at 601 Buck Board and stumps ground below the surface.

Code enforcement

2 illegal dumping of trash.

213 lariat the homeowner has moved multiple vehicles

Ovilla auto has cut the grass, has moved multiple vehicles

Animal control

Transported 2 dogs to Waxahachie.

One stray from oakleaf and one from Ovilla.

Several traps set ,

PUBLIC WORKS DIRECTOR REPORT

Subject:Code Enforcement Monthly Report

	Jan.22	Jan.22 YTD	Jan 21	
Calls For Service				
Complaint (Nuis 19 Permit 9 Parking 11)	39	39	23	
Follow up (Nuis 19 Permit 9 Park 11)	39	39	23	
Door Notice (Nui - 11 Permit 4 Parking 3)	17	17	7	
Mail Notice (Parking 2 nuisance 2 perm 2)	6	6	14	
Posted Property (nuisance 2 debris	2	2	4	
Court(3 FTA - 3 Public Nuis)	\$0	\$0	\$211.00	
Citizen Contacts	57	57	51	
Permits Reviewed	10	10	0	
Permits Issued	5	5	0	
Inspections	11	11	0	
Nuisance Abated by City	3	3	5	
Nuisance Signs (Garage sale-8 business 26)	34	34	35	
BOA - 0	1	1	2	

Subject:Animal Control Monthly Report

	Jan.2022	Jan.22 YTD	Jan.2021
Calls For Service			
Complaint (Regist-14 At Large 11 Bark 3)	28	28	21
Follow up	28	28	26
Door Notice (Regis-7, Bark 3 at large2	12	12	8
Impounded Animal (Dog 8 cat 1)	9	9	3
Animal welfare check	29	29	22
Impound Results (Transport 7 Ret own 2)	11	11	4
Impound fee collected	\$0.00	\$0.00	70
Court	\$0.00	\$0.00	0
Citizen Contacts	26	26	27
Animal registration	2	2	17
Registration Letter Mailed	0	0	18
Nuisance letter - barking 3 at large 3	6	6	3
Animals released 1 possum	1	1	1
Deceased removed	22	22	27
Oak Leaf - (1 bite)	1	1	2
Traps Checked Out	4	4	3



The residents on Oak Forest Lane are concerned about the erosion of the creek (Shiloh Branch) that runs behind their properties. After inspecting the creek, I assume that the developers of Ovilla Parc installed a Riprap rock flume to help with the erosion because the creek catches the storm drain water runoff from Ovilla Parc. The issue is they did not extend the flume far enough downstream which is causing more erosion problems. The City of Ovilla has attempted to slow down the erosion several years ago by putting down old concrete sidewalk panels on the embankment and large Riprap rocks in the bottom of the creek. This has helped but was not a permanent fix and the issue of erosion is still there. At this time, it's not a health threat nor an emergency, but I will put it in the 2023 budget to extend the flume downstream to help prevent more erosion. This will be a time-consuming project and will have to be done in the dry season. We will monitor the situation until we can start the project.

Thank you,



7.6.2022 10:11



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7.6.2022 10:11



7.6.2022 10:11



7.6.2022 10:12



7.6.2022 10:12



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7.6.2022 10:15



7.6.2022 10:15



7.6.2022 10:16



7.6.2022 10:16



7.6.2022 10:16



Date: July 11, 2022

To: Honorable Mayor and Council Members

**Subject: Financial Statement Summaries for
October 1, 2021, thru May 31, 2022**

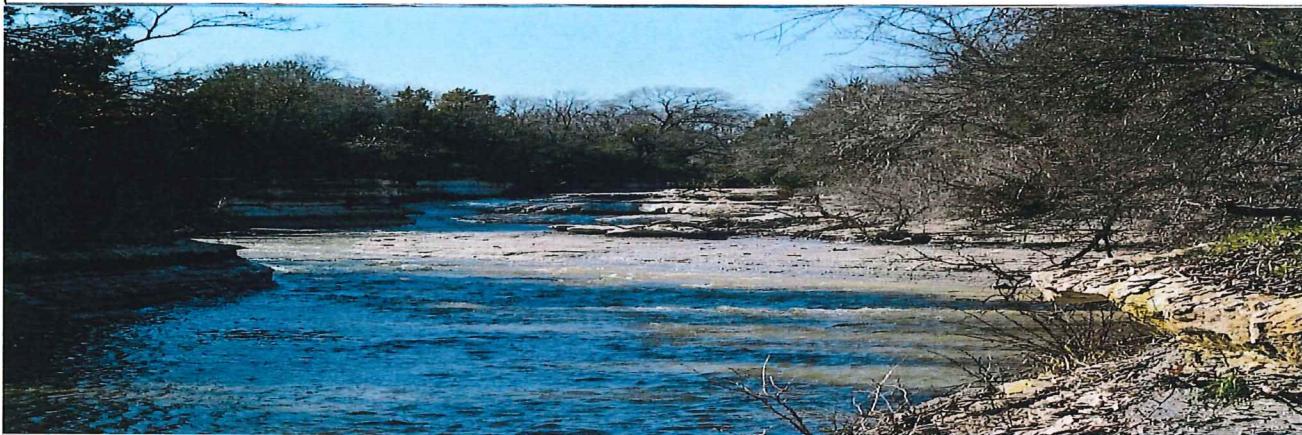
This period covers 67% of the FY2022 Budget.

From:

Sharon Jungman – Finance Director

CITY-WIDE OPERATING FUND TOTALS

For FY2022 Oct. 2021 Thru May 2022



TOTAL REVENUES		2021	2022	2022	2022
		Actual	Actual	Adopted & Amended	% of Budget
		To Date	To Date	Budget	Used
100	General Fund	3,187,635	3,625,723	5,181,637	70%
110	Leose	-	940	1,100	85%
120	Street Improvement	69,789	67,197	204,292	33%
130	Court Technology	1,197	2,017	2,000	101%
140	Court Security	1,393	2,397	1,800	133%
200	Water & Utilities	1,128,333	1,373,568	2,593,998	53%
250	WWW Infrastrucrure Improv.	43,640	45,066	65,000	69%
400	Debt Service Fund	573,277	583,615	562,950	104%
500	Municipal Devel. District	68,975	76,606	303,234	25%
600	4B Economic Devel. Fund	142,785	139,086	433,152	32%
700	Park Impact Fund	-	35,125	11,708	300%
800	Water & Utilities Impact Fund	1	546,578	150,450	363%
Total		\$ 5,217,026	\$ 6,497,919	\$ 9,511,321	68%

TOTAL EXPENDITURES		2021	2022	2022	2022
		Actual	Actual	Adopted & Amended	% of Budget
		To Date	To Date	Budget	Used
100	General Fund	3,187,635	2,960,434	5,181,637	57%
110	Leose	-	918	1,100	83%
120	Street Improvement	-	-	204,292	0%
130	Court Technology	-	-	2,000	0%
140	Court Security	560	640	1,800	36%
200	Water & Utilities	931,846	1,021,379	2,593,998	39%
250	WWW Infrastrucrure Improv.	-	-	65,000	0%
400	Debt Service Fund	75,000	8,127	562,950	1%
500	Municipal Devel. District	221,442	23,831	303,234	8%
600	4B Economic Devel. Fund	5,592	145,053	433,152	33%
700	Park Impact Fund	-	-	11,708	0%
800	Water & Utilities Impact Fund	-	-	150,450	0%
Total		\$ 4,422,075	\$ 4,160,382	\$ 9,511,321	44%

City of Ovilla
Financial Statement
As of May 31, 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	60,030.55	246,667.12	(186,636.57)	2,617,967.77	2,961,190.00	88.41%	343,222.23
Licenses-Permits-Fees	8,906.07	12,170.13	(3,264.06)	336,526.21	146,100.00	230.34%	(190,426.21)
Services	281.40	58,532.67	(58,251.27)	171,014.80	702,631.00	24.34%	531,616.20
Fines & Forfeitures	14,799.36	6,385.18	8,414.18	72,487.14	76,650.00	94.57%	4,162.86
Other Revenue	14,719.92	26,077.07	(11,357.15)	327,378.70	313,000.00	104.59%	(14,378.70)
Intergovernmental	0.00	0.00	0.00	100,348.77	0.00	0.00%	(100,348.77)
Transfers	0.00	63,212.17	(63,212.17)	0.00	982,066.00	0.00%	982,066.00
Revenue Totals	<u>98,737.30</u>	<u>413,044.34</u>	<u>(314,307.04)</u>	<u>3,625,723.39</u>	<u>5,181,637.00</u>	<u>69.97%</u>	<u>1,555,913.61</u>
Expense Summary							
Personnel	159,352.40	182,797.29	(23,444.89)	1,394,975.44	2,184,558.00	63.86%	789,582.56
Employee Benefits	31,323.02	39,869.21	(8,546.19)	299,948.42	484,686.00	61.89%	184,737.58
Special Services	2,511.00	14,051.34	(11,540.34)	51,605.58	168,632.00	30.60%	117,026.42
Contractual Services	22,666.30	22,906.55	(240.25)	281,819.12	334,588.00	84.23%	52,768.88
Operating Services	4,939.30	7,367.27	(2,427.97)	53,963.46	88,420.00	61.03%	34,456.54
Special Expenses	1,535.33	2,720.22	(1,184.89)	7,180.28	32,650.00	21.99%	25,469.72
Supplies	8,705.23	5,532.01	3,173.22	34,999.85	66,975.00	52.26%	31,975.15
Professional Development	697.36	2,461.97	(1,764.61)	13,138.84	29,075.00	45.19%	15,936.16
Software & Computer Equipment	0.00	6,839.48	(6,839.48)	59,213.86	82,100.00	72.12%	22,886.14
Printing Expense	1,560.58	1,687.08	(126.50)	11,010.06	18,950.00	58.10%	7,939.94
Utilities	29,774.39	34,145.07	(4,370.68)	212,401.73	409,855.00	51.82%	197,453.27
Repairs - Bldg & Machinery	22,826.13	12,562.36	10,263.77	192,427.29	278,408.00	69.12%	85,980.71
Other Expense	2,367.18	7,380.41	(5,013.23)	82,917.97	109,304.00	75.86%	26,386.03
Minor Capital Outlay	6,556.53	7,061.04	(504.51)	32,896.67	102,888.00	31.97%	69,991.33
Capital Outlay	22,571.31	57,174.84	(34,603.53)	155,986.35	689,050.00	22.64%	533,063.65
Insurance	0.00	4,199.83	(4,199.83)	33,103.72	50,398.00	65.68%	17,294.28
Vehicle Expenses	6,073.95	4,023.83	2,050.12	40,530.01	47,800.00	84.79%	7,269.99
Not Categorized	(586.91)	0.00	(586.91)	0.00	0.00	0.00%	0.00
Rentals	294.03	274.89	19.14	2,315.76	3,300.00	70.17%	984.24
Expense Totals	<u>323,167.13</u>	<u>413,054.69</u>	<u>(89,887.56)</u>	<u>2,960,434.41</u>	<u>5,181,637.00</u>	<u>57.13%</u>	<u>2,221,202.59</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	91.67	(91.67)	939.85	1,100.00	85.44%	160.15
Revenue Totals	<u>0.00</u>	<u>91.67</u>	<u>(91.67)</u>	<u>939.85</u>	<u>1,100.00</u>	<u>85.44%</u>	<u>160.15</u>
Expense Summary							
Professional Development	918.00	91.63	826.37	918.00	1,100.00	83.45%	182.00
Expense Totals	<u>918.00</u>	<u>91.63</u>	<u>826.37</u>	<u>918.00</u>	<u>1,100.00</u>	<u>83.45%</u>	<u>182.00</u>

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	9,911.85	6,507.39	3,404.46	67,197.39	78,120.00	86.02%	10,922.61
Transfers	0.00	10,514.33	(10,514.33)	0.00	126,172.00	0.00%	126,172.00
Revenue Totals	<u>9,911.85</u>	<u>17,021.72</u>	<u>(7,109.87)</u>	<u>67,197.39</u>	<u>204,292.00</u>	<u>32.89%</u>	<u>137,094.61</u>
Expense Summary							
Capital Outlay	0.00	17,017.52	(17,017.52)	0.00	204,292.00	0.00%	204,292.00
Expense Totals	<u>0.00</u>	<u>17,017.52</u>	<u>(17,017.52)</u>	<u>0.00</u>	<u>204,292.00</u>	<u>0.00%</u>	<u>204,292.00</u>

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130 - Court Technology	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	421.32	166.60	254.72	2,016.73	2,000.00	100.84%	(16.73)
Revenue Totals	<u>421.32</u>	<u>166.60</u>	<u>254.72</u>	<u>2,016.73</u>	<u>2,000.00</u>	<u>100.84%</u>	<u>(16.73)</u>
Expense Summary							
Software & Computer Equipment	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
Expense Totals	<u>0.00</u>	<u>166.67</u>	<u>(166.67)</u>	<u>0.00</u>	<u>2,000.00</u>	<u>0.00%</u>	<u>2,000.00</u>

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140 - Court Security	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	504.31	149.94	354.37	2,397.46	1,800.00	133.19%	(597.46)
Revenue Totals	<u>504.31</u>	<u>149.94</u>	<u>354.37</u>	<u>2,397.46</u>	<u>1,800.00</u>	<u>133.19%</u>	<u>(597.46)</u>
Expense Summary							
Other Expense	159.90	83.30	76.60	639.60	1,000.00	63.96%	360.40
Reserve	0.00	66.64	(66.64)	0.00	800.00	0.00%	800.00
Expense Totals	<u>159.90</u>	<u>149.94</u>	<u>9.96</u>	<u>639.60</u>	<u>1,800.00</u>	<u>35.53%</u>	<u>1,160.40</u>

City of Ovilla
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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	124,078.35	114,856.12	9,222.23	1,102,027.02	1,378,825.00	79.93%	276,797.98
Other Revenue	0.64	6,668.16	(6,667.52)	96,541.22	80,050.00	120.60%	(16,491.22)
Transfers	0.00	93,601.14	(93,601.14)	175,000.00	1,135,123.00	15.42%	960,123.00
Revenue Totals	<u>124,078.99</u>	<u>215,125.42</u>	<u>(91,046.43)</u>	<u>1,373,568.24</u>	<u>2,593,998.00</u>	<u>52.95%</u>	<u>1,220,429.76</u>
Expense Summary							
Personnel	24,928.64	30,239.84	(5,311.20)	223,512.75	362,760.00	61.61%	139,247.25
Employee Benefits	8,033.34	8,875.41	(842.07)	63,926.44	106,544.00	60.00%	42,617.56
Special Services	0.00	16,312.60	(16,312.60)	19,897.00	195,752.00	10.16%	175,855.00
Contractual Services	658.00	1,124.50	(466.50)	13,361.00	19,000.00	70.32%	5,639.00
Operating Services	400.00	2,701.49	(2,301.49)	16,855.24	32,420.00	51.99%	15,564.76
Supplies	453.95	941.39	(487.44)	8,060.04	10,800.00	74.63%	2,739.96
Professional Development	1,432.67	458.15	974.52	3,516.94	5,500.00	63.94%	1,983.06
Software & Computer Equipment	100.00	1,083.02	(983.02)	11,418.24	13,000.00	87.83%	1,581.76
Printing Expense	0.00	316.67	(316.67)	1,601.18	3,800.00	42.14%	2,198.82
Other Expense	(164.35)	3,345.84	(3,510.19)	7,183.04	39,954.00	17.98%	32,770.96
Capital Outlay	22,175.85	55,876.16	(33,700.31)	67,212.20	665,562.00	10.10%	598,349.80
Rentals	0.00	124.95	(124.95)	0.00	1,500.00	0.00%	1,500.00
Special Expenses	(128.01)	0.00	(128.01)	0.00	0.00	0.00%	0.00
Vehicle Expenses	943.39	724.75	218.64	4,309.32	8,700.00	49.53%	4,390.68
Utilities	73,502.33	78,629.38	(5,127.05)	523,920.48	943,910.00	55.51%	419,989.52
Repairs - Bldg & Machinery	6,204.78	3,607.47	2,597.31	33,748.65	43,500.00	77.58%	9,751.35
Minor Capital Outlay	(3,727.05)	624.92	(4,351.97)	3,704.46	7,500.00	49.39%	3,795.54
Reserve	0.00	9,196.32	(9,196.32)	0.00	110,400.00	0.00%	110,400.00
Insurance	0.00	973.75	(973.75)	7,441.33	11,685.00	63.68%	4,243.67
Long Term Debt	0.00	0.00	0.00	11,710.93	11,711.00	100.00%	0.07
Expense Totals	<u>134,813.54</u>	<u>215,156.61</u>	<u>(80,343.07)</u>	<u>1,021,379.24</u>	<u>2,593,998.00</u>	<u>39.37%</u>	<u>1,572,618.76</u>

City of Ovilla
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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	5,370.35	5,414.50	(44.15)	45,065.75	65,000.00	69.33%	19,934.25
Revenue Totals	<u>5,370.35</u>	<u>5,414.50</u>	<u>(44.15)</u>	<u>45,065.75</u>	<u>65,000.00</u>	<u>69.33%</u>	<u>19,934.25</u>
Expense Summary							
Reserve	0.00	5,414.50	(5,414.50)	0.00	65,000.00	0.00%	65,000.00
Expense Totals	<u>0.00</u>	<u>5,414.50</u>	<u>(5,414.50)</u>	<u>0.00</u>	<u>65,000.00</u>	<u>0.00%</u>	<u>65,000.00</u>

City of Ovilla
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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	8.33	(8.33)	1.73	100.00	1.73%	98.27
Transfers	0.00	9,196.32	(9,196.32)	0.00	110,400.00	0.00%	110,400.00
Taxes	3,493.53	37,689.08	(34,195.55)	583,613.28	452,450.00	128.99%	(131,163.28)
Revenue Totals	<u>3,493.53</u>	<u>46,893.73</u>	<u>(43,400.20)</u>	<u>583,615.01</u>	<u>562,950.00</u>	<u>103.67%</u>	<u>(20,665.01)</u>
Expense Summary							
Long Term Debt	0.00	46,893.73	(46,893.73)	8,126.54	562,950.00	1.44%	554,823.46
Expense Totals	<u>0.00</u>	<u>46,893.73</u>	<u>(46,893.73)</u>	<u>8,126.54</u>	<u>562,950.00</u>	<u>1.44%</u>	<u>554,823.46</u>

City of Ovilla
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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	12,183.37	6,610.68	5,572.69	75,266.20	79,360.00	94.84%	4,093.80
Other Revenue	183.00	249.90	(66.90)	1,339.58	3,000.00	44.65%	1,660.42
Transfers	0.00	18,406.17	(18,406.17)	0.00	220,874.00	0.00%	220,874.00
Revenue Totals	<u>12,366.37</u>	<u>25,266.75</u>	<u>(12,900.38)</u>	<u>76,605.78</u>	<u>303,234.00</u>	<u>25.26%</u>	<u>226,628.22</u>
Expense Summary							
Special Services	0.00	181.92	(181.92)	2,184.00	2,184.00	100.00%	0.00
Supplies	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
Insurance	0.00	37.48	(37.48)	147.14	450.00	32.70%	302.86
Reserve	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
Capital Outlay	0.00	25,000.00	(25,000.00)	21,500.00	300,000.00	7.17%	278,500.00
Expense Totals	<u>0.00</u>	<u>25,269.40</u>	<u>(25,269.40)</u>	<u>23,831.14</u>	<u>303,234.00</u>	<u>7.86%</u>	<u>279,402.86</u>

City of Ovilla
 Financial Statement
 As of May 31, 2022

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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	19,823.69	12,911.50	6,912.19	134,394.79	155,000.00	86.71%	20,605.21
Other Revenue	608.42	399.84	208.58	4,691.45	4,800.00	97.74%	108.55
Transfers	0.00	22,770.22	(22,770.22)	0.00	273,352.00	0.00%	273,352.00
Revenue Totals	<u>20,432.11</u>	<u>36,081.56</u>	<u>(15,649.45)</u>	<u>139,086.24</u>	<u>433,152.00</u>	<u>32.11%</u>	<u>294,065.76</u>
Expense Summary							
Grant Expense	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
Reserve	0.00	624.75	(624.75)	0.00	7,500.00	0.00%	7,500.00
Special Services	0.00	587.45	(587.45)	6,552.00	7,052.00	92.91%	500.00
Supplies	0.00	16.66	(16.66)	0.00	200.00	0.00%	200.00
Professional Development	1,000.00	174.36	825.64	1,000.00	3,305.00	30.26%	2,305.00
Printing Expense	0.00	33.32	(33.32)	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	41.65	(41.65)	162.72	500.00	32.54%	337.28
Other Expense	1,200.00	(89.53)	1,289.53	1,200.00	2,500.00	48.00%	1,300.00
Capital Outlay	<u>90,729.70</u>	<u>33,333.33</u>	<u>57,396.37</u>	<u>129,443.52</u>	<u>400,000.00</u>	<u>32.36%</u>	<u>270,556.48</u>
Expense Totals	<u>92,929.70</u>	<u>36,095.09</u>	<u>56,834.61</u>	<u>145,053.24</u>	<u>433,152.00</u>	<u>33.49%</u>	<u>288,098.76</u>

City of Ovilla
 Financial Statement
 As of May 31, 2022

6/30/2022 4:31 PM

700 - Park Impact Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Services	0.00	975.27	(975.27)	35,124.60	11,708.00	300.01%	(23,416.60)
Revenue Totals	<u>0.00</u>	<u>975.27</u>	<u>(975.27)</u>	<u>35,124.60</u>	<u>11,708.00</u>	<u>300.01%</u>	<u>(23,416.60)</u>
Expense Summary							
Minor Capital Outlay	0.00	975.67	(975.67)	0.00	11,708.00	0.00%	11,708.00
Expense Totals	<u>0.00</u>	<u>975.67</u>	<u>(975.67)</u>	<u>0.00</u>	<u>11,708.00</u>	<u>0.00%</u>	<u>11,708.00</u>

City of Ovilla
 Financial Statement
 As of May 31, 2022

6/30/2022 4:31 PM

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	0.00	12,524.15	(12,524.15)	546,575.27	150,350.00	363.54%	(396,225.27)
Other Revenue	1.83	8.33	(6.50)	2.99	100.00	2.99%	97.01
Revenue Totals	<u>1.83</u>	<u>12,532.48</u>	<u>(12,530.65)</u>	<u>546,578.26</u>	<u>150,450.00</u>	<u>363.30%</u>	<u>(396,128.26)</u>
Expense Summary							
Reserve	0.00	12,532.48	(12,532.48)	0.00	150,450.00	0.00%	150,450.00
Expense Totals	<u>0.00</u>	<u>12,532.48</u>	<u>(12,532.48)</u>	<u>0.00</u>	<u>150,450.00</u>	<u>0.00%</u>	<u>150,450.00</u>

JUNE 2022 BUILDING PERMITS REPORT

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
6/23/2022	SUSANA	GARCIA	302 COCKRELL HILL RD	2021-0350	PAVILLION	12500	0	40	0	0	ELLIS
6/23/2022	SUSANA	GARCIA	302 COCKRELL HILL RD	2022-0056	ACCESSORY BUILDING	15294.43	0	40	0	0	ELLIS
6/30/2022	JASON	GRAY	338 JOHNSON LN	2022-0091	SEPTIC	0	0	275	0	0	ELLIS
6/9/2022	ELMWOOD HOMES		7441 PISTACHE LN	2022-0104	NEW SINGLE FAMILY RESIDENTIAL	363276	435972	6654.74	2568	3348	ELLIS
6/3/2022	FIRST TEXAS HOMES		330 CHEYENNE MOUNTAIN DR	2022-0170	NEW SINGLE FAMILY RESIDENTIAL	644950	723950	17032.47	5011	6623	ELLIS
6/3/2022	FIRST TEXAS HOMES		321 BROADMOOR LN	2022-0171	NEW SINGLE FAMILY RESIDENTIAL	710950	789950	17032.47	5397	6639	ELLIS
6/14/2022	RYAN	JONES	326 COVINGTON LN	2022-0185	FENCE	3500	0	25	0	0	ELLIS
6/2/2022	JUSTIN	BINDER	7401 BALD CYPRESS DR	2022-0217	FENCE	9600	9600	50	0	0	ELLIS
6/6/2022	DONOVAN	NARAS	808 COCKRELL HILL RD	2022-0219	SWIMMING POOL	71143.6	71143.6	862.13	542.5	542.5	DALLAS
6/8/2022	TRACYE	SPATARO	625 MEADOW LARK DR	2022-0221	ACCESSORY BUILDING	25000	0	40	0	0	ELLIS
6/3/2022	RAY	SALAZAR	605 CLINTON ST	2022-0227	FLATWORK	4200	0	40	0	0	ELLIS
6/2/2022	JUSTIN	BINDER	7221 PERSIMMON DR	2022-0232	FENCE	4500	4500	25	0	0	ELLIS
6/2/2022	JUSTIN	BINDER	7231 PERSIMMON DR	2022-0233	FENCE	6300	6300	25	0	0	ELLIS
6/2/2022	JUSTIN	BINDER	7241 PERSIMMON DR	2022-0234	FENCE	4400	4400	25	0	0	ELLIS
6/2/2022	JUSTIN	BINDER	7631 BALD CYPRESS DR	2022-0235	FENCE	5600	5600	25	0	0	ELLIS
6/7/2022	JOE	DANNA	322 JOHNSON LN	2022-0236	ACCESSORY BUILDING	5700	0	40	0	0	ELLIS
6/2/2022	JUSTIN	BINDER	7251 PERSIMMON DR	2022-0238	FENCE	5500	5500	25	0	0	ELLIS
6/2/2022	JUSTIN	BINDER	3711 BRYSON MANOR DR	2022-0239	FENCE	5500	5500	25	0	0	ELLIS
6/2/2022	JUSTIN	BINDER	7630 BALD CYPRESS DR	2022-0240	FENCE	5500	5500	25	0	0	ELLIS
6/2/2022	JUSTIN	BINDER	7811 BALD CYPRESS DR	2022-0241	FENCE	5500	5500	25	0	0	ELLIS
6/2/2022	JUSTIN	BINDER	3930 CHERRY LAUREL LN	2022-0242	FENCE	5500	5500	25	0	0	ELLIS
6/2/2022	JUSTIN	BINDER	7421 DESERT WILLOW LN	2022-0243	FENCE	5500	5500	25	0	0	ELLIS
6/2/2022	JUSTIN	BINDER	7211 PERSIMMON DR	2022-0244	FENCE	5500	5500	25	0	0	ELLIS
6/2/2022	JUSTIN	BINDER	7421 PISTACHE LN	2022-0245	FENCE	5500	5500	25	0	0	ELLIS
6/2/2022	JUSTIN	BINDER	3900 BRYSON MANOR DR	2022-0247	FENCE	5500	5500	25	0	0	ELLIS
6/2/2022	JUSTIN	BINDER	7451 BALD CYPRESS DR	2022-0248	FENCE	5500	5500	25	0	0	ELLIS
6/2/2022	JUSTIN	BINDER	7411 PISTACHE LN	2022-0249	FENCE	5500	5500	25	0	0	ELLIS
6/2/2022	JUSTIN	BINDER	7431 PISTACHE LN	2022-0250	FENCE	5500	5500	25	0	0	ELLIS
6/15/2022	GINA	BALDERRAMA	7051 CHERRY CT	2022-0252	SWIMMING POOL	60000	500000	775.78	0	0	ELLIS
6/30/2022	HUGO	ALMANZA	243 WILLIAMSBURG LN	2022-0253	NEW SINGLE FAMILY RESIDENTIAL	200000	500000	7373.94	2607	3272	ELLIS
6/8/2022	JAMES	WILLMON	604 WILLIAM DR	2022-0254	SOLAR PANELS	16000	0	325	649	649	ELLIS
6/1/2022	RAYMOND	WIGGINS	7401 BALD CYPRESS DR	2022-0255	IRRIGATION	3600	0	25	0	0	ELLIS
6/1/2022	DONALD	DUNCAN	106 BENT TREE LN	2022-0256	PLUMBING	4000	0	100	0	0	ELLIS
6/24/2022	ADITYA	SONTHALIA	1775 S JOE WILSON RD	2022-0257	SWIMMING POOL	60000	480000	775.78	0	0	ELLIS
6/8/2022	ALEX	GARZA	625 MEADOW LARK DR	2022-0258	ACCESSORY BUILDING	25000	0	40	0	0	ELLIS
6/8/2022	SID	KUYKENDALL	104 COCKRELL HILL RD	2022-0259	SEPTIC	8800	0	275	0	0	ELLIS
6/7/2022	BECKY	PAPE	116 ROBIN GLEN LN	2022-0260	MECHANICAL	10977	0	125	0	0	ELLIS
6/7/2022	KIRBY	NICHOLSON	128 CLAREMONT DR	2022-0261	PLUMBING	3500	0	125	0	0	ELLIS
6/9/2022	MARTHA	SHIRLEY	200 LARIAT TRL	2022-0264	MECHANICAL	4200	0	125	0	0	DALLAS
6/10/2022	DEBBIE	ANDERSEN	132 MEADOW GLEN LN	2022-0265	ROOF	19500	304700	50	2223	3029	ELLIS
6/14/2022	ADITYA	SONTHALIA	1775 S JOE WILSON RD	2022-0266	FENCE	15000	400000	0	0	0	ELLIS
6/16/2022	RAYMOND	WIGGINS	7231 PERSIMMON DR	2022-0267	IRRIGATION	3600	0	25	0	0	ELLIS
6/16/2022	RAYMOND	WIGGINS	7221 PERSIMMON DR	2022-0268	IRRIGATION	3600	0	25	0	0	ELLIS
6/14/2022	CLINT	MAY	202 WILLIAMSBURG LN	2022-0270	ROOF	26110.79	0	50	0	0	ELLIS
6/16/2022	RAYMOND	WIGGINS	7631 BALD CYPRESS DR	2022-0271	IRRIGATION	3600	0	25	0	0	ELLIS
6/16/2022	RAYMOND	WIGGINS	7241 PERSIMMON DR	2022-0272	IRRIGATION	3600	0	25	0	0	ELLIS
6/16/2022	RAYMOND	WIGGINS	7251 PERSIMMON DR	2022-0273	IRRIGATION	3600	0	25	0	0	ELLIS
6/16/2022	RAYMOND	WIGGINS	7630 BALD CYPRESS DR	2022-0274	IRRIGATION	3600	0	25	0	0	ELLIS

6/16/2022	RAYMOND	WIGGINS	7620 BALD CYPRESS DR	2022-0275	IRRIGATION	3600	0	25	0	0	ELLIS
6/22/2022	JULIEN	DIXON	316 COVINGTON LN	2022-0277	FENCE	10000	0	25	0	0	ELLIS
6/16/2022	ABRAHAM	SBYTI	615 WILLIAM DR	2022-0278	MECHANICAL	6550	0	125	0	0	ELLIS
6/16/2022	JERRY	DAVIDSON	106 WESTLAWN DR	2022-0279	PLUMBING	4500	0	125	0	0	ELLIS
6/28/2022	ADITYA	SONTHALIA	7030 JUDY DR	2022-0280	SWIMMING POOL	75000	400000	893.53	0	0	ELLIS
6/21/2022	COLLIN	SIMONS	601 BUCKBOARD ST	2022-0281	ROOF	17000	0	50	0	0	ELLIS
6/21/2022	MISTI	BECK	326 SHADOWWOOD TRL	2022-0282	PLUMBING	5500	0	125	0	0	ELLIS
6/24/2022	EDWARD	LINNABARY	604 CARDINAL DR	2022-0283	ACCESSORY BUILDING	3500	0	40	0	0	ELLIS
6/27/2022	JULIEN	DIXON	316 COVINGTON LN	2022-0284	FLATWORK	6000	0	40	0	0	ELLIS
6/23/2022	FRANKLIN	PHILLIPS	503 EDGEWOOD LN	2022-0286	MECHANICAL	9500	0	125	0	0	ELLIS
6/24/2022	JUSTIN	JONES	105 ELMWOOD DR	2022-0287	FENCE	2500	0	50	0	0	ELLIS
6/27/2022	ERIC	DOMINGUEZ	105 MEADOWWOOD LN	2022-0289	ROOF	8500	8500	50	0	0	ELLIS
6/30/2022	BRANDIE	HARRIS	104 COPPERFIELD CT	2022-0292	FENCE	4826	0	25	0	0	ELLIS

Ovilla Municipal Court Report

FY-2021- 2022	City		Total Traffic Cases Filed	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
	Total	Traffic												
October	71	0	\$13,069.50		\$8,205.41	\$4,864.09	28	14	19	8	36	1	0	
November	55	0	\$13,942.90		\$8,659.64	\$5,283.26	21	10	31	6	10	1	0	
December	83	0	\$9,407.90		\$6,580.12	\$2,827.78	58	5	12	17	22	0	0	
January	60	0	\$15,474.63		\$10,349.82	\$5,124.81	9	24	31	9	14	0	0	
February	52	0	\$10,913.50		\$6,584.30	\$4,329.20	33	20	15	8	16	1	1	
March	110	0	\$16,442.17		\$11,145.06	\$5,297.11	26	27	28	8	20	0	0	
April	123	0	\$21,950.83		\$13,073.32	\$8,877.51	46	12	26	4	24	0	0	
May	105	0	\$26,349.83		\$16,891.26	\$9,458.57	18	21	48	16	9	0	0	
June	114	1	\$19,311.20		\$11,929.70	\$7,381.50	25	10	33	12	25	0	0	
July														
August														
September														
Totals	773	1	\$146,862.46		\$93,418.63	\$53,443.83	264	143	243	88	176	3	1	

2020-2021 FY

June	54	0	\$11,398.17	\$6,172.61	\$5,225.56	54
FY Totals	434	11	\$82,702.65	\$48,776.11	\$33,926.54	73

Staffing

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

JUNE 2022 MONTHLY REPORT A CONCERNS

Department Assigned	Concern Address	Concern Description	Date Entered	Date Closed
Animal Services	HIGHLAND RD	dead armadillo	6/8/2022	6/8/2022
Animal Services	3314 OVILLA RD	deceased skunk in roiad	6/8/2022	6/8/2022
Animal Services	107 OAK FOREST LN	armadillo in trap	6/17/2022	6/17/2022
Animal Services	107 OAK FOREST LN	armadillo in trap	6/23/2022	6/23/2022
Animal Services	114 SUBURBAN DR	dogs had possum cornered in yard, dogs had already killed one possum	6/23/2022	6/23/2022
Animal Services	7051 CEDAR CT	skunk in yard, behind air conditioner unit	6/28/2022	6/28/2022
Code Enforcement	200 WINDING WAY CT	HIGH GRASS AND WEEDS	6/2/2022	6/6/2022
Code Enforcement	2885 OVILLA RD	PUBLIC NUISANCE OUTSIDE STORAGE	6/2/2022	
Code Enforcement	2885 OVILLA RD	PUBLIC NUISANCE OUTSIDE STORAGE	6/2/2022	
Code Enforcement	233 LARIAT TRL	VEHICLES PARKING IN YARD	6/2/2022	
Code Enforcement	713 JOHNSON LN	HIGH GRASS AND WEEDS	6/3/2022	
Code Enforcement	327 WILLOW CREEK LN	TRAILER PARKING IN DRIVE LONGER THAN 48 HOURS	6/3/2022	
Code Enforcement	104 ELMWOOD DR	VEHICLE PARKING IN YARD	6/3/2022	
Code Enforcement	301 WILLOW CREEK LN	CONSTRUCTION WITHOUT PERMIT FLATWORK	6/6/2022	6/30/2022
Code Enforcement	607 BUCKBOARD ST	VEHICLE PARKING IN YARD	6/8/2022	
Code Enforcement	105 ELMWOOD DR	FENCE CONSTRUCTED WITHOUT PERMIT	6/8/2022	
Code Enforcement	WESTMORELAND RD	toilet dumped on side of Red Oak Creek Road	6/8/2022	6/8/2022

Code Enforcement	3910 CYPRESS STUMP CT	FENCE CONSTRUCTED WITHOUT PERMIT - CONTRACTOR CAME IN AND MADE APPLICATION FOR SERVICE	6/9/2022	6/9/2022
Code Enforcement	305 WILLOW CREEK LN	FENCE CONSTRUCTION WITHOUT PERMIT	6/10/2022	
Code Enforcement	100 BURTONWOOD CIR	100 Burtonwood Circle, Ovilla,Tx 75154	6/12/2022	6/17/2022
Code Enforcement	100 BURTONWOOD CIR	HIGH GRASS AND WEEDS	6/13/2022	6/16/2022
Code Enforcement	616 MEADOW LARK DR	Customer called stating all her bulk (limbs) were not collected. She said some was collected the time before last but nothing this past Friday for her collection day. She said she had called CWD and was told it would be an additional charge.	6/13/2022	
Code Enforcement	2885 OVILLA RD	PUBLIC NUISANCE OUTSIDE STORAGE	6/14/2022	
Code Enforcement	300 BURTONWOOD CIR	TRAILER PARKING IN SIDE DRIVE LONGER THAN 48 HOURS	6/15/2022	6/23/2022
Code Enforcement	1312 RED OAK CREEK DR	TRAILER PARKING LONGER THAN 48 HOURS	6/15/2022	
Code Enforcement	120 LARIAT TRL	HIGH GRASS AND WEEDS	6/15/2022	
Code Enforcement	100 BURTONWOOD CIR	HIGH GRASS AND WEEDS	6/15/2022	6/16/2022
Code Enforcement	713 W MAIN ST	SIGN VIOLATION	6/22/2022	

Code Enforcement	257 JOHNSON LN	TRAILER PARKING IN YARD	6/22/2022	6/30/2022
Code Enforcement	102 RIMROCK CT	PUBLIC NUISANCE OUTSIDE STORAGE	6/22/2022	
Drainage	200 LARIAT TRL	Clean drainage ditch 200 Lariat Trl	6/28/2022	
Facilities	105 COCKRELL HILL RD	JUNE EVENTS 6/13 CITY COUNCIL MTG 6:30PM 6/20 CITY OFFICES CLOSED 6/21 BOA 7PM	6/6/2022	6/7/2022
Facilities	105 COCKRELL HILL RD	Please deliver BOA packets Wednesday June 15, 2022. They are on Emily`s desk in manila folders. Thank you	6/14/2022	6/15/2022
Facilities	105 COCKRELL HILL RD	REMOVE JUNE INFO PLEASE. ADD JULY 4 CITY OFFICES CLOSED, JULY 5 P&Z 6PM, JULY 11 CITY COUNCIL 6:30PM	6/21/2022	
Facilities	105 COCKRELL HILL RD	NEED TWO LIGHT BULBS REPLACED IN CITY COUNCIL ROOM	6/24/2022	
Facilities	105 COCKRELL HILL RD	FLOWER BEDS IN FRONT AND BACK OF CITY HALL NEED WEEDING	6/24/2022	
Facilities	105 COCKRELL HILL RD	PLEASE PICKUP P&Z PACKETS FROM CATHY AND DELIVER TO BOARD MEMBERS TODAY	6/30/2022	

Garbage	103 RIMROCK CT	Customer called stating they had put all their stuff out on the curb and called CWD that they had missed and they were informed that it would not be collected that CWD was running behind due to Memorial Day.	6/3/2022	6/3/2022
Garbage	110 GREENWOOD DR	Customer called and stated that his limbs were not collected during this week's bulk pick up.	6/3/2022	6/3/2022
Garbage	103 MEADOWWOOD LN	Trash was missed at the above address. Please collect & advise.	6/10/2022	6/10/2022
Garbage	137 MEADOW GLEN LN	Customer called stated his bulk (limbs) was not collected last Friday. Please collect & advise.	6/13/2022	6/13/2022
Garbage	103 COCKRELL HILL RD	TRASH & OR RECYCLE MISSED 103 COCKRELL HILL, 121, 132, 136 & 137 WATER ST	6/17/2022	6/17/2022
Garbage	100 PEBBLE RIDGE CT	TRASH MISSED	6/21/2022	6/21/2022
Garbage	320 SHADOWWOOD TRL	Customer called stating that trash was missed yesterday. Please advise & collect.	6/24/2022	6/24/2022
Garbage	320 SHADOWWOOD TRL	TRASH MISSED	6/24/2022	6/24/2022

Garbage	115 SUBURBAN DR	Customer called stating trash was missed. She has two blue carts one marked recycle & one not I told her only the blue carts are for recycle, she spoke with someone at CWD on Saturday that she stated was 'extremely rude". I told her the drivers are probably mistaken the blue carts for recycle only if she is putting trash in the one not marked recycle? Please contact her regarding this issue.	6/27/2022	6/27/2022
Street Department	105 COCKRELL HILL RD	Need to mow City ROW	6/1/2022	
Street Department	280 JOHNSON LN	Haul off fallen tree in bar ditch 280 Johnson Ln	6/6/2022	
Street Department	610 CREEK VIEW CIR	Received a reminder call from Place 4 asking for road work in Ovilla Oaks.	6/8/2022	
Street Department	804 OVILLA OAKS DR	There is a LOT of poison ivy growing very close to the road in this area, where a creek runs, so I don't know if this is a city or a homeowner responsibility?	6/9/2022	

Street Department	808 COCKRELL HILL RD	Tree branches @ corner of S. Cockrell Hill Ln and Johnson Ln need to be cut back. Unable to see when making a right turn on Johnson Lane. Some Tree branches all along Johnson Ln need to be cut back off the street.	6/12/2022	
Street Department	403 BILL CT	street light outtage called in by 403 Bill Court	6/15/2022	
Street Department	675 W MAIN ST	cracked walkway/cement at the picnic tables near the bridge make it dangerous to walk.	6/16/2022	
Street Department	601 BUCKBOARD ST	Three dead trees have been marked in orange ribbon need to be cut down and hauled off 601 Buckboard @ Malloy	6/22/2022	
Water/Wastewater	204 BROOKWOOD CT	Water meter box is full of water please investigate and make necessary repairs. Thank you	6/1/2022	6/1/2022
Water/Wastewater	611 GEORGETOWN RD	FINAL OUT READING FOR EXISTING CUSTOMER DO NOT LOCK BOX-APP/DEP REC'D FOR NEW CUSTOMER.	6/1/2022	6/2/2022
Water/Wastewater	330 CHEYENNE MOUNTAIN DR	PLEASE INSTALL 1` METER	6/6/2022	6/10/2022

Water/Wastewater	321 BROADMOOR LN	PLEASE INSTALL 1` METER	6/6/2022	6/10/2022
Water/Wastewater	111 BENT TREE LN	Clean up brush and debris that has collected around the aerial sewer line.	6/6/2022	
Water/Wastewater	111 WESTLAWN DR	Customer asks that meter be reread, it has been wrong before.	6/8/2022	6/10/2022
Water/Wastewater	105 COCKRELL HILL RD	METER BOOKS PLACED IN PW BASKET- PLEASE START READINGS JUNE 14TH	6/8/2022	6/13/2022
Water/Wastewater	204 BROOKWOOD CT	CUSTOMER CALLED STATED THE WATER METER IS LEAKING BEFORE HIS SIDE.	6/9/2022	
Water/Wastewater	834 COCKRELL HILL RD	METER BOX IS FULL OF WATER PER CUSTOMER STATED IT WAS NOT SPINNING EVERYTHING WAS OFF MUST BE ON OUR SIDE.	6/10/2022	6/13/2022
Water/Wastewater	108 OAK FOREST LN	CUSTOMER CALLED STATING HE MAY HAVE A POSSIBLE LEAK.	6/13/2022	6/13/2022
Water/Wastewater	608 OAK RIDGE CT	CUSTOMER CALLED STATING HIS LID FOR HIS METER BOX IS NOT THE RIGHT SIZE AND WANTED TO SEE IF HE COULD GET A DIFFERENT ONE THAT FITS.	6/14/2022	
Water/Wastewater	105 COCKRELL HILL RD	SEE ATTACHED JUNE 2022 REPAIR LIST	6/16/2022	

Water/Wastewater	105 COCKRELL HILL RD	SEE ATTACHED JUNE 2022 REREAD LIST	6/16/2022	
Water/Wastewater	431 PENROSE DR	PLEASE CHECK THIS METER TO SEE IF THERE IS A LEAK OR IF THERE IS EXCESSIVE WATERING.	6/22/2022	
Water/Wastewater	523 JOHNSON LN	Email from owner of 523 Johnson Lane stating standing water at the entrance to his driveway since the last rain...	6/27/2022	
Water/Wastewater	611 GREEN MEADOWS LN	CUSTOMER STATING HIGH BILL- PLEASE GET READING	6/28/2022	
Water/Wastewater	600 BUCKBOARD ST	CUSTOMER CALLED STATING THEIR IS A LEAK POSSIBLE ON CITY SIDE.	6/30/2022	
Water/Wastewater	102 LARIAT TRL	CUSTOMER CALLED STATING HIGH BILL-PLEASE GET REREAD.	6/30/2022	



July 11, 2022
City Manager & City Secretary Monthly Report

Good evening Honorable Mayor and Council,

Current and potential projects:

Broadmoor Estates:

- 37 Permits submitted
- 7 pending

Bryson Manor Phase 3:

- 69 Permits submitted
- 6 pending

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

- As of today, nothing has been submitted for final plat review.

Ovilla Road Tract

- Randall, Daniel, RED, Bobbie Jo, Cathy, and Pam met on zoom with JBI Partners representatives at their request to discuss the potential development of a tract at the southeast corner of Ovilla Road and Westmoreland Road. The meeting date was June 15. No follow-up from that meeting to date.

Ovilla Road Baptist Church / Christian School

- Received email and have scheduled a meeting with church/school representatives to discuss another phase of the original site plan to install a concrete parking lot.

Finance:

- Finance department and directors are training on the new ClearGov budget software.
- In efforts to have someone in place after Sharon's retirement (next 3-6 months) Chris Reeves will assume the lead on this year's budget. Mr. Reeves has conveyed his interest in assuming that position when made available.

Fire Department:

- As directed by Council, staff sent a letter to the City of Midlothian in hopes to settle-up on the annual ambulance service. The letter also requested a 10-year extension to our interlocal agreement with Midlothian.
 - We received an email response from the Director of Finance that the City of Midlothian does not want to tie a settle-up to the ambulance service agreement. We will meet again in July to hopefully find a resolution.

Misc information:

- We continue to receive multiple complaints on CWD service.

Police

- First Kick-off meeting occurred on June 29 for the police building renovation. Groundbreaking is expected to begin Wednesday, July 06.

Public Works & Code:

- Ovilla Auto – Staff continues to monitor.
- Lariat Trail issues –
 - Staff continues to monitor this area. No additional complaints have been received. An updated junk vehicle ordinance will be presented to Council for consideration at the July meeting.
- Cockrell Hill fence issue – Staff worked with legal counsel to obtain abatement notices and filings. Public hearing will be conducted at the Council meeting in August.
- Shiloh Bridge repair – budgeting for next fiscal year.
- Cumberland Forest creek drainage – This is an expensive and timely project. In years past, public work crews have made repairs that are starting to fail. This requires work that will affect many addresses along the creek area. Work that will require contractual labor. The public works director

is working with his supervisors to inspect and add this project to the next fiscal year – probably using riprap rock.

- Smart Meters – Staff and Smart Earth Technology “SET” have conducted numerous in-person and online meetings. Our current billing software and SET have had issues integrating and knowing how to read the meters (decimal issues). So, the transition has not been as smooth as we had hoped. Everything is currently still entered manually. At this time, we have two meters on the SET system and 30-installed. We expect to have all the new meters installed and functional by the August billing cycle.

Staffing / Personnel / Budget

- Staff received early notice that it appears health insurance will have a 0-6 % increase next fiscal year.

City Secretary:

- Most of the City Ordinances have been scanned into electronic format. Resolutions will follow.
- Office is working to become less paper-driven. Meaning that we are moving to electronic records instead of paper records as allowed by state law. Permanent records such as ordinances, resolutions, agendas, and minutes will still be printed (on acid-free paper) and retained both in electronic format and paper.
- Continuing to work on Council Policy and Producers, HR Manual, and social media Policy.

Respectfully submitted,

Pam Woodall

Bobbie Jo Taylor