



**AGENDA**  
**AUGUST 21, 2018**  
**LAVON CITY COUNCIL**  
**BUDGET WORK SESSION**  
**REGULAR MEETING – EXECUTIVE SESSION**  
**CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS**  
**6:00 P.M.**

*please note an earlier starting time*

**1. PRESIDING OFFICER TO CALL THE MEETING TO ORDER AND ANNOUNCE THAT A QUORUM IS PRESENT**

**2. BUDGET WORK SESSION**

Discussion regarding the financial status for current Fiscal Year (FY) 2017-18, budget calendar, anticipated commitments, departmental service proposals, fee schedule, requests and proposed budget for FY 2018-19.

**3. PLEDGE OF ALLEGIANCE AND INVOCATION**

**4. CITIZENS COMMENTS**

*Citizens may comment on items that are not on the agenda (3-minute time limit/person). The only response can be to request the items to be placed on a future agenda for discussion and consideration.*

**5. ITEMS OF INTEREST/COMMUNICATIONS**

*Members may identify community events, functions and other activities.*

- September 4, 2018 – Ribbon Cutting at the Emergency Operations Center
- October 20, 2018 – Fall Festival 4-6 p.m.

**6. CONSENT AGENDA**

*Consent items are considered to be routine or non-controversial and will be voted on in one motion unless a separate discussion is requested by a Member.*

- A. Approve the minutes of the August 7, 2018 meeting.
- B. Accept the Heritage Public Improvement District #1 Assessment Report Summary dated 7/31/2018 and authorize the payment of invoices included therein.
- C. Approve Resolution No. **2018-08-04** authorizing the Mayor to execute an amendment to the Development Facilities Agreement with Pacesetter Homes, LLC for the Lavon Farms Addition to remove references to and provisions for performance and payment bonds.

**7. ITEMS FOR CONSIDERATION**

- A. Public Hearing, discussion and action regarding the request of the owner of certain property to voluntarily annex 57.075 acres in the Drury Anglin Survey, Abstract No. 2, Sheet 3, Tr 73 (Collin County CAD ID # 1249973), Collin County generally located south of the Bear Creek Addition and east of CR 483 and the annexation of the adjacent county road and right-of-way into the City of Lavon.
  - 1) Presentation of request.
  - 2) **PUBLIC HEARING** to receive comments regarding the request.
  - 3) Discussion and action regarding the request and accompanying Ordinance No. **2018-08-02**.
- B. Public Hearing, discussion and action regarding the request of the owner of certain property to voluntarily annex 30.485 acres in the Drury Anglin Survey, Abstract No. 2, Sheet 3, Tr 84 (Collin County CAD ID # 1250096), Collin County generally located west of Traditions at Grand Heritage, east of Traditions at Grand Heritage West and south of Windmill Estates and the annexation of the adjacent road and right-of-way into the City of Lavon.

Lavon City Hall will provide reasonable accommodations for persons attending meetings. Please contact the City Secretary at 972-843-4220 no later than 48 hours prior to a meeting if you require special assistance | WiFi password: Guest2014

- 1) Presentation of request.
  - 2) **PUBLIC HEARING** to receive comments regarding the request.
  - 3) Discussion and action regarding the request and accompanying Ordinance No. **2018-08-03**.
- C.** Discussion and action regarding the application of Bloomfield Homes, LP for a zoning change from Temporary Agricultural (A) to Planned Development–Single Family (PD-SF) zoning district for 111 lots on 30.485 acres situated in the Drury Anglin Survey, Abstract No. 2 described as Cape Cod Bank and Trust Company in Deed recorded in Vol. 2651, pg. 27, Collin County, TX, (CCAD ID# 1250096) situated west of Traditions at Grand Heritage, east of Traditions at Grand Heritage West, and south of Windmill Estates, Lavon, TX and accompanying Ordinance No. **2018-08-04**.
- D.** Discussion and action regarding Ordinance No. **2018-08-05** amending Ordinance No. **2016-05-01**, Section 6 – Animal Nuisance to require a pet owner to clean up pet waste in publicly accessed areas; providing a repealer clause; providing a severability clause; providing for a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00).
- E.** Discussion and action regarding Ordinance No. **2018-08-06** adopting and enacting a new Code of Ordinances; providing for the repeal of certain ordinances not included therein; providing a penalty for the violation thereof not exceeding \$500 generally or exceeding \$2,000 for violations relating to fire safety, zoning or public health and sanitation; providing for the amendment of such code; and providing when such code and this ordinance shall become effective.
- F.** Discussion and action regarding Resolution No. **2018-08-05** authorizing the Mayor to execute a Interlocal Dispatch Services Agreement with Collin County for the provision of dispatch services for the Lavon Volunteer Fire Department.

## 8. STAFF REPORTS

*The City Council may receive and discuss the reports.*

- A.** Police Services – 1) Monthly Reports for traffic stops, calls for service, call breakout and consolidated activity; 2) monthly reserve participation report and 3) community relations officer’s update.
- B.** Fire Services – 1) Update and status report regarding the Lavon Volunteer Fire Department; 2) Emergency Operations Center (EOC) update; and 3) Paramedics Plus Update and run report.
- C.** Public Works Services – 1) General public works and street maintenance report including mowing and trash collection; 2) TxDOT projects report; 3) public works facility update and 4) sanitary sewer system maintenance.
- D.** Administration Services –1) Financial Outlook; 2) Building Permits Report; 3) CWD Recycling Reports; 4) Collin County Monthly Tax Collection Report, 5) Sales Tax Report and 6) LVFD Transition and Implementation Plan status report.

## 9. EXECUTIVE SESSION

Pursuant to the following designated sections of Texas Government Code, Annotated, Subchapter 551, the City Council may enter into executive session (closed meeting) to discuss the following items:

Sections 551.071 (2) and 551.071 (1) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act and Consultation with Attorney regarding pending litigation or settlement offer:

- 1) Proposed Agreement with the Nevada Volunteer Fire Department regarding Fire Protection Services, and
- 2) Application of City of Lavon to Obtain a Sewer Certificate of Convenience and Necessity (CCN), Public Utility Commission SOAH Docket No. 473-17-4339.WS, PUC Docket No. 46993.

## 10. RECONVENE FROM EXECUTIVE SESSION INTO REGULAR SESSION

In accordance with Texas Government Code, Section 551.001, et seq., the City Council will reconvene into regular session to discuss and take any action necessary as a result of each item listed in executive session including:

- A. Discussion and action regarding an Agreement for Fire Protection Services with Nevada Volunteer Fire Department.
- B. Discussion and action regarding *Application of City of Lavon to Obtain a Sewer Certificate of Convenience and Necessity (CCN)*, Public Utility Commission SOAH Docket No. 473-17-4339.WS, PUC Docket No. 46993.

## 11. CITY COUNCIL TO SET FUTURE MEETINGS AND AGENDAS

*Council Members and staff may request items be placed on a future agenda or request a special meeting.*

- September 4 – Emergency Operations Center (EOC) Ribbon-Cutting - 6:00 before the Council meeting  
Public Hearing on tax rate and budget

## 12. PRESIDING OFFICER TO ADJOURN THE CITY COUNCIL MEETING

1. Notice is hereby given that members of the Lavon Economic Development Corporation Board, Lavon Planning and Zoning Commission, Parks and Recreation Board, and Reinvestment Zone #1 (TIF) Board of Directors may be in attendance at the Lavon City Council Meeting.
2. The Council may vote and/or act upon each of the items listed in this Agenda except for discussion items.
3. The Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (discussing purchase, exchange, lease or value of real property); §551.074 (discussing personnel or to hear complaints against personnel); and §551.087 (discussing economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

This is to certify that this Agenda was duly posted at City Hall and on the City's website at [www.cityoflavon.com](http://www.cityoflavon.com) on or before 6:00 PM on August 17, 2018.



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Kim Dobbs, City Administrator | City Secretary



# CITY OF LAVON FALL FESTIVAL

and  
Trick or Treat Street



Saturday, October 20

4pm-6pm

City Park @ Lavon City Hall

120 School Rd.



Free:

Hamburgers, Hotdogs, Chips, Drinks, Pumpkin Patch, Trick or Treat Street, Bounce House (children 6 and under), Hay Rides and more.



# City of Lavon

[www.cityoflavon.com](http://www.cityoflavon.com)

[www.facebook.com/City of Lavon](https://www.facebook.com/CityofLavon)

City of Lavon Newsletter  
120 School Rd. Lavon, TX 75166

## Vendors Wanted

Saturday, October 20 2018 4pm-6pm  
City of Lavon Fall Festival and Trick or Treat Street

The City of Lavon's Fall Festival and Trick or Treat Street is a Free event for families in our area. Vendor Spots are FREE; we just ask that you pass out candy or treats to the families.

You are encouraged to advertise your business or services.

Prizes for 1st, 2nd and 3rd place BEST decorated "Booth" will be awarded.

Vendors are responsible for your Booth/Table area.

Reminder: All activities are Free to the families. Please email [rae.norton@cityoflavon.org](mailto:rae.norton@cityoflavon.org) or call 972-843-4220 to reserve booth space on "Trick or Treat Street"



Sponsored by  
Lavon City Hall



National Night Out is Tuesday, October 2nd.  
Block parties will be from 6:30-8:30pm.

The Lavon Police Department, Lavon Volunteer Fire Department and Community ISD Police Department will be visiting neighborhoods. Block Party Captains from each subdivision have been contacted and planning is underway. Lavon PD will be giving goodie bags to neighborhood children. Sponsorships are open to area businesses to help fill the goodie bags. Anyone interested in more information about NNO should contact

Officer Vargas at  
[carissa.vargas-flournoy@cityoflavon.org](mailto:carissa.vargas-flournoy@cityoflavon.org)

## VOLUNTEER



Opportunities available to serve on our boards and commissions.  
Contact City Hall 972-843-4220

NATIONAL PREPAREDNESS MONTH 2018

  
**Disasters Happen**

**PREPARE NOW**

**LEARN HOW**



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**MINUTES**  
**AUGUST 7, 2018**  
**LAVON CITY COUNCIL**  
**CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS**  
**5:40 TOUR - LAVON FIRE STATION**  
**6:00 P.M. BUDGET WORK SESSION**  
**7:00 P.M. REGULAR MEETING – EXECUTIVE SESSION**

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ATTENDING: VICKI SANSON, MAYOR  
JOHN KELL, PLACE 1  
MIKE COOK, PLACE 2  
KAY WRIGHT, MAYOR PRO TEM, PLACE 3  
TIM DAVIS, PLACE 4  
MINDI SERKLAND, PLACE 5 (arrived at 6:17 P.M.)

At 5:40 p.m., the City Council, absent Ms. Serkland, gathered at the Fire Station at 501A Lincoln Avenue for a brief tour of the station. No business was discussed and no action was taken.

**1. MAYOR SANSON CALLED THE WORK SESSION TO ORDER AT 6:07 P.M. AND ANNOUNCED A QUORUM PRESENT.**

**2. WORK SESSION-BUDGET**

City Administrator Kim Dobbs reviewed and discussed the budget and projections. Ms. Dobbs clarified current permits and those developments expected to begin in the next fiscal year. Ms. Dobbs provided information regarding the requested items not yet included in the proposed budget. The Council directed City Administration to include salary adjustments, additional Police Officer, demolition of 2 houses on Forder Ct. and new accounting software in the proposed budget. Mayor Sanson concluded the work session and recessed the meeting at 7:02 p.m. The meeting reconvened at 7:10 p.m.

**3. BOY SCOUT SETH MORROW LED THE RECITATION OF THE PLEDGE OF ALLEGIANCE AND MAYOR PRO TEM WRIGHT DELIVERED THE INVOCATION.**

**4. PRESENTATION –** Chief Mike Jones introduced the presentation of fallen Dallas Officer Jamie Givens' ceremonial last radio call.

**5. CITIZENS COMMENTS**

There were none.

**6. ITEMS OF INTEREST/COMMUNICATIONS**

- August 11, 2018 Community Independent School District Back to School Bash
- September 4, 2018 Ribbon Cutting at the Emergency Operations Center at 6pm

**7. CONSENT AGENDA**

**A. Approve the minutes of the July 17, 2018 meeting**

**B. Amend the minutes of the June 5, 2018 meeting to correct ordinance reference number 2018-06-04.**

**C. Approve Resolution No. 2018-08-01 calling a Special Election for the purpose of electing the Mayor and calling a General Election for the purpose of electing three (3) Council Members, one (1) for Place 1, one (1) for Place 3 and one (1) for Place 5 to be held jointly with other political subdivisions and administered by the Collin County Elections Administrator on Saturday, November 6, 2018 and providing for an Effective Date.**

**D. Authorize the placement of orders for the lease purchase of radios and brush truck for the Lavon Volunteer Fire Department (LVFD) in an amount not to exceed \$75,000.**

Ms. Wright asked that the minutes be amended to include "John Marlin" on page 9. Ms. Dobbs asked that item E. be considered separately.

**MOTION: APPROVE THE CONSENT AGENDA ITEMS A, B, C AND D AS AMENDED.**

MOTION MADE: WRIGHT

SECONDED: KELL

APPROVED: UNANIMOUS

**E. Authorize JoAnn Ramos with Utility Tax Service LLC to close Heritage PID #1 Tax Account #6195210825 and to open a Tax Account with Central Bank effective July 13, 2018 and authorize that the Mayor, City Administrator and Administrative Assistant be signatories on the Central Bank account.**

Ms. Dobbs provided information regarding the depository agreement that accompanied the signature cards and confirmed that the City Attorney had reviewed and approved the proposed agreement.

**MOTION: APPROVE SIGNATORIES ON THE UTILITY TAX SERVICE LLC, TAX ACCOUNT WITH CENTRAL BANK AND APPROVE THE ACCOMPANYING DEPOSITORY AGREEMENT.**

MOTION MADE: SERKLAND

SECONDED: WRIGHT

APPROVED: UNANIMOUS

**8. ITEMS FOR CONSIDERATION**

**A. Discussion and action regarding LVFD progress, transition and implementation.**

Volunteer Fire Chief Jon Scott updated the council on the EOC and the progress of the organization and equipping of the LVFD. Chief Scott detailed what was essential to have the Fire Department fully functional and provided a list of local agencies that have helped the LVFD in this regard. Chief Scott advised of the anticipated grant/equipment to be obtained from the Texas A&M Forest Service Helping Hands Program and noted that Danny Anthony is updating the EMS certifications and training/meetings are held on the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) Tuesday of the month.

Mayor Sanson thanked those who helped with cleaning and preparing the station. Mayor Sanson further expressed appreciation for the many donations to the Fire Station and Emergency Operations Center (EOC). Members of the City Council generally expressed disappointment regarding recent actions of the Nevada Volunteer Fire Department at the Lavon Fire Station. Ms. Dobbs advised that most of the items belonging to the City that had been removed had been subsequently returned and that repairs were scheduled. The Council expressed a desire to start fresh, look forward to the future and focus on the development of a highly- skilled, trained and professional volunteer fire department.

**B. Discussion and action regarding LVFD appointments for the position of Assistant Chief and Captain.**

Chief Scott introduced Steve Gammons and Danny Anthony citing the extensive firefighting experience and leadership qualities of both volunteer firefighters. Ms. Dobbs recommended approval of the nomination and appointment of Steve Gammons as Assistant Chief and Danny Anthony as Captain. Ms. Wright thanked the men for their service during the transition with the LVFD.

**MOTION: APPOINT STEVE GAMMONS AS ASSISTANT FIRE CHIEF AND DANNY ANTHONY AS CAPTAIN OF THE LAVON VOLUNTEER FIRE DEPARTMENT.**

MOTION MADE: SERKLAND

SECONDED: COOK

APPROVED: UNANIMOUS

- C. Discussion and action regarding Resolution No. 2018-08-02 authorizing the Mayor to execute a professional services agreement with Caperton Construction Inspections for building inspection and plan review services.**

Ms. Dobbs introduced Wes Caperton to the Council and provided information regarding the proposed agreement.

**MOTION: APPROVE RESOLUTION NO. 2018-08-02 AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CAPERTON CONSTRUCTION INSPECTIONS FOR BUILDING INSPECTIONS AND PLAN REVIEW SERVICES.**

MOTION: DAVIS  
SECONDED: KELL  
APPROVED: UNANIMOUS

- D. Public hearing, discussion regarding the request of the owner of certain property to voluntarily annex 57.075 acres in the Drury Anglin Survey, Abstract No. 2, Sheet 3. Tr 73 (Collin County CAD ID #1249973), Collin County generally located south of the Bear Creek Addition and east of CR 483 and the annexation of the adjacent county road and right-of-way into the City of Lavon.**

**1. Presentation of request.**

Ms. Dobbs provided information regarding the request to voluntarily annex the property.

**2. PUBLIC HEARING to receive comments regarding the request.**

Mayor Sanson opened the public hearing at 7:45 p.m. and invited comments for or against the request. Representing the land owner, Don Dykstra, President, Bloomfield Homes spoke in favor of the request. There being no further comments, Mayor Sanson closed the public hearing at 7:45 p.m.

**3. Discussion and action regarding the request.**

Ms. Dobbs informed the Council the second of two public hearing would be conducted on August 21, 2018 after which the Council could act on the request. No action was taken.

- E. Public hearing, discussion regarding the request of the owner of certain property to voluntarily annex 30.485 acres in the Drury Anglin Survey, Abstract No. 2, Sheet 3. Tr 84 (Collin County CAD ID #1250096), Collin County generally located west of Traditions at Grand Heritage, east of Traditions at Grand Heritage West and south of Windmill Estates and the annexation of the adjacent road and right-of-way into the City of Lavon**

**1. Presentation of request.**

Ms. Dobbs provided information regarding the request to voluntarily annex the property.

**2. PUBLIC HEARING to receive comments regarding the request.**

Mayor Sanson opened the public hearing at 7:47 p.m. and invited comments for or against the request. There being no comments, Mayor Sanson closed the public hearing at 7:48 p.m.

**3. Discussion and action regarding the request.**

Ms. Dobbs informed the Council the second of two public hearing would be conducted on August 21, 2018 after which the Council could act on the request. No action was taken.

- F. Public hearing, discussion regarding the application of Bloomfield Homes, LP for a zoning change from Temporary Agricultural (A) to Planned Development-Single Family (PD-SF) zoning district for 111 lots on 30.485 acres situated in the Drury Anglin Survey, Abstract No. 2 described as Cape Cod Bank and Trust Company in Deed recorded in Vol. 2651, pg. 27, Collin County, TX, (CCAD ID #1250096) situated west of Traditions at Grand Heritage, east of Traditions at Grand Heritage West, and south of Windmill Estates, Lavon, TX and accompanying ordinance.**

**1. Presentation of request.**

Ms. Dobbs provided information regarding the proposed zoning of the property, noting that the property would not be zoned until annexation had been completed. The owner of the property requested the zoning and annexation to run concurrently. Ms. Dobbs noted that the public hearing notice had been published in the newspaper and on the website, zoning change signs had been placed and that seventy-two (72) neighbor notices were mailed with five (5) notices returned in opposition. Ms. Dobbs further advised that the proposed planned development zoning is consistent with the Comprehensive Plan.

**2. PUBLIC HEARING to receive comments regarding the request.**

Mayor Sanson opened the public hearing at 7:53 p.m. and invited comments for or against the request. Tracy Garcia, future resident at 563 Weston, inquired as to how much of the tree line will be maintained. Mr. Davis expressed that the developer had advised him they intended to keep as many trees as possible. Ms. Dobbs advised that the developer had been granted a preliminary clearing permit to allow them to access the property for surveying and engineering design. There being no further comments, Mayor Sanson closed the public hearing at 7:56 p.m.

**3. Discussion and action regarding the request.**

Planning and Zoning (P&Z) Commission Chairman David Rosenquist reported that the Commission voted unanimously to recommend approval of the request. Ms. Dobbs advised that the developer had complied with the development review committee (DRC) comments. City Engineer Mark Hill expressed satisfaction with the concept plan as revised and with changes to the entrance of this subdivision. Ms. Serkland clarified that the request is to change zoning from Agriculture (A) assigned temporarily at annexation to Planned Development (PD-SF).

Ms. Dobbs reiterated that no action could be taken with respect to the zoning application until after the annexation has been finalized and that an item for action would be included on the August 21, 2018 agenda.

**G. Public hearing, discussion and action regarding the application of Bloomfield Homes, LP for zoning change from Commercial Planned Development (PD) zoning district created by Ordinance No. 2004-09-05 to Planned Development-Single Family (PD-SF) zoning district for a "Model Home Park" consisting of 4 lots on 0.889 acres being Commercial Tract No. 2, Grand Heritage Club Addition (CCAD Property ID 261617) adjacent to and situated northeast of the intersection of Burnett Drive and SH 78, west of Lavonia Landing, Lavon, Collin County, TX and accompanying ordinance.**

**1. Presentation of request.**

Ms. Dobbs explained that the original zoning application requested four (4) lots, but after DRC comments, the developer scaled the request back to three (3) lots to be used initially for model homes and ultimately for single-family residences. Ms. Dobbs noted that the public hearing notice had been published in the newspaper and on the website, zoning change signs had been placed and that twelve (12) neighbor notices were mailed with one (1) notice returned in favor of the request and one (1) notice returned in opposition to the request. Ms. Dobbs further advised that the proposed planned development zoning is not inconsistent with the Comprehensive Plan and would appear to provide a buffer from the residential property to the east. Mr. Rosenquist informed the council that the Planning & Zoning Commission voted to recommend approval of the request.

**2. PUBLIC HEARING to receive comments regarding this request.**

Mayor Sanson opened the public hearing at 8:04 p.m. There being no comments, Mayor Sanson closed the floor at 8:04 p.m.

**3. Discussion and action regarding the request.**

Police Chief Mike Jones noted that on-street parking would not be permitted near the intersection of Burnet and SH 78. Don Dykstra, President, Bloomfield Homes explained that they are planning for off -street parking and will eventually remove the parking area and

replace with sod when the model homes are no longer used as model homes. Mr. Kell expressed concern about the homes facing potential businesses. Mr. Davis recognized the value in the model homes being located with visibility and easy access. Ms. Wright expressed support for the request and appreciation for the investment Bloomfield has made in the city.

**MOTION: APPROVE A ZONING CHANGE FROM COMMERCIAL PLANNED DEVELOPMENT (PD-C) ZONING DISTRICT CREATED BY ORDINANCE NO. 2004-09-05 TO PLANNED DEVELOPMENT-SINGLE FAMILY (PD-SF) ZONING DISTRICT CONSISTING OF 3 LOTS ON 0.889 ACRES BEING COMMERCIAL TRACT NO. 2, GRAND HERITAGE CLUB ADDITION (CCAD PROPERTY ID 261617) ADJACENT TO AND SITUATED NORTHEAST OF THE INTERSECTION OF BURNETT DRIVE AND SH 78, WEST OF LAVONIA LANDING, COLLIN COUNTY, TX AND THE ACCOMPANYING ORDINANCE NO. 2018-08-01.**

**MOTION MADE: DAVIS  
SECONDED: WRIGHT  
APPROVED: UNANIMOUS**

- H. Discussion and action regarding the Final Plat of the Bear Creek Amenity Center and Bridge addition, a 6.133 acre tract of land situated in the Drury Anglin Survey, Abstract No. 2, comprised of 2 non-residential lots south of Hoover Avenue and extending President's Boulevard, Grand Heritage – East A2, City of Lavon, Collin County, Texas.**

Ms. Dobbs provided information about the background of the proposed plat. Kevin Kessler, Jacobs Engineering advised that the project is slated for completion by year end 2019. Mr. Hill noted easements to be dedicated to the city and recommended approval.

**MOTION MADE: APPROVE THE FINAL PLAT OF THE BEAR CREEK AMENITY CENTER AND BRIDGE ADDITION, A 6.133 ACRE TRACT OF LAND SITUATED IN THE DRURY ANGLIN SURVEY, ABSTRACT NO. 2, COMPRISED OF 2 NON-RESIDENTIAL LOTS SOUTH OF HOOVER AVENUE AND EXTENDING PRESIDENT'S BOULEVARD, GRAND HERITAGE – EAST A2, CITY OF LAVON, COLLIN COUNTY, TEXAS.**

**MOTION MADE: KELL  
SECONDED: SERKLAND  
APPROVED: UNANIMOUS**

- I. Discussion and action regarding the Preliminary Plat of the Bear Creek Addition, Phases 3, 4 & 5 for 454 lots on 90.98 acres of land situated in the D. Anglin Survey, Abstract No. 2, Sheet 3, Tract 140 (Collin CAD# 2630457), located south of Bear Creek Phase 2 and west of CR 483, City of Lavon, Collin County, Texas.**

Ms. Dobbs provided background information regarding the proposed plat and noted that the plat conforms to the zoning. Mr. Hill advised the Council that certain cul-de-sac in the original plat needed to be larger for emergency vehicles and that the developer had agreed to comply. Don Dykstra, President, Bloomfield Homes LLP presented a map of the walking trail system planned to be constructed in accordance with city standards to connect the Traditions neighborhoods to the elementary school. Residents Derek Lowe, 256 Armstrong Lane, and Preston Held, 532 Avery Pointe, asked question regarding the walking trail.

**MOTION MADE: APPROVE THE PRELIMINARY PLAT OF THE BEAR CREEK ADDITION, PHASES 3, 4 & 5 FOR 454 LOTS ON 90.98 ACRES OF LAND SITUATED IN THE D. ANGLIN SURVEY, ABSTRACT NO. 2, SHEET 3, TRACT 140, (COLLIN CAD #26304577), LOCATED SOUTH OF BEAR CREEK PHASE 2 AND WEST OF CR 483, CITY OF LAVON, COLLIN COUNTY, TEXAS.**

**MOTION MADE: SERKLAND  
SECONDED: KELL  
APPROVED: UNANIMOUS**

**J. Discussion and action regarding Resolution No. 2018-08-03 authorizing the Mayor to execute a Development Facilities Agreement with Pacesetter Homes, LLC for the Lavon Farms Addition.**

Ms. Dobbs informed the Council that Pacesetter Homes LLC had acquired and would develop the property. Ms. Wright asked when the capital recovery fees would be paid and Ms. Dobbs explained that the fees would be due with the building permit application. Ms. Dobbs noted that the City Attorney had been involved in the preparation of and approved the agreement. Mr. Hill confirmed he had reviewed the agreement and recommended approval.

**MOTION: APPROVE RESOLUTION NO. 2018-08-03 AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT FACILITIES AGREEMENT WITH PACESETTER HOMES, LLC FOR THE LAVON FARMS ADDITION.**

**MOTION MADE:** DAVIS  
**SECONDED:** COOK  
**APPROVED:** UNANIMOUS

**K. Discussion and action regarding the Final Plat of the Lavon Farms addition on 38.62 acres of land situated in the Drury Anglin Survey, Abstract No. 2, City of Lavon, Collin County, (CCAD ID #s 2653997, 2087762 and 257840), generally located southwest of the intersection of FM 2755 and CR 483, City of Lavon, Collin County, Texas.**

Ms. Dobbs informed the Council that developer had complied with the comments of the DRC and City Engineer and recommended approval. Bob Tesch and Ryan Joyce, Pacesetter Homes offered to answer questions. Mr. Joyce noted that one street name had been rejected by the post office and that the street named Bear Creek would be changed to White Water Drive.

**MOTION: APPROVE FINAL PLAT OF THE LAVON FARMS ADDITION ON 38.62 ACRES OF LAND SITUATED IN THE DRURY ANGLIN SURVEY, ABSTRACT NO. 2, CITY OF LAVON, COLLIN COUNTY, (CCAD ID #2653997, 2087762 AND 257840), GENERALLY LOCATED SOUTHWEST OF THE INTERSECTION OF FM 2755 AND CR 483, CITY OF LAVON, COLLIN COUNTY, TEXAS.**

**MOTION MADE:** SERKLAND  
**SECONDED:** DAVIS  
**APPROVED:** UNANIMOUS

**L. Discussion and action regarding nomination of candidates for the Texas Municipal League Multistate Intergovernmental Employee benefits Pool Board of Trustees.**

The consensus of the Council was to not submit nominations. No action was taken.

**M. Discussion and action regarding board and commission appointments – Parks and Recreation Board.**

Ms. Dobbs noted there were presently two vacancies and that no volunteer applications had been received. No action was taken.

**9. EXECUTIVE SESSION**

At 8:42 p.m., in accordance with Texas Government Code, Annotated, Subchapter 551, Mayor Sanson recessed the meeting to go into executive session (closed meeting) to discuss the following items:

Sections 551.071 (2) and 551.071 (1) Consultation with Attorney on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act and Consultation with Attorney regarding pending litigation or settlement offer:

- 1) Proposed Agreement with the Nevada Volunteer Fire Department regarding Fire Protection Services, and
- 2) *Application of City of Lavon to Obtain a Sewer Certificate of convenience and Necessity* (CCN), Public Utility Commission SOAH Docket No. 473. 17-4339. WS, PUC Docket No. 46993.

**10. RECONVENE FROM EXECUTIVE SESSION INTO REGULAR SESSION**

In accordance with Texas Government Code, Section 551.001, et seq., Mayor Sanson reconvened the meeting at 9:14 p.m. and stated that no action was taken in executive session.

**A. Discussion and action regarding an Agreement for Fire Protection Services with Nevada Volunteer Fire Department.**

No action was taken.

**B. Discussion and action regarding *Application of City of Lavon to Obtain a Sewer Certificate of Convenience and Necessity (CCN)*, Public Utility Commission SOAH Docket No. 473-17-4339.WS, PUC Docket No. 46993.**

**MOTION: DIRECT THE CITY ADMINISTRATOR AND CITY’S ATTORNEY (SPECIAL COUNSEL) TO FILE A MOTION FOR REHEARING WITH THE PUC WITH LEGAL FEES NOT TO EXCEED \$10,000.**

**MOTION MADE: SANSON**

**SECONDED: COOK**

**APPROVED: UNANIMOUS**

**11. CITY COUNCIL TO SET FUTURE MEETINGS AND AGENDAS.**

- Next meeting - August 21, 2018 with a Budget Work Session to be held at 6 p.m.
- LVFD meetings August 14, 2018 and August 28, 2018
- John Kell invited the Council to attend a block party in Traditions on August 25.

**12. MAYOR SANSON ADJOURNED THE CITY COUNCIL MEETING AT 9:18 P.M.**

**DULY PASSED and APPROVED** by the City Council of Lavon, Texas, on this 21<sup>th</sup> day of August, 2018

\_\_\_\_\_  
Vicki Sanson, Mayor

**ATTEST:**

\_\_\_\_\_  
Kim Dobbs, City Administrator-City Secretary



11500 Northwest Freeway | Suite 150 | Houston, Texas 77092 | Voice: 713-688-3855 | Fax: 713-688-3931

## HERITAGE PUBLIC IMPROVEMENT DISTRICT #1 ASSESSMENT REPORT SUMMARY 7/31/18

Total Receivables As of	7/31/18	\$ 34,636.94	pg 2
Cash Balance As of	6/30/18	\$ 29,651.28	pg 3
July Receipts		\$ 19,211.62	pg 3
July Disbursements		\$ (20,000.00)	pg 3
<b>August Disbursements:</b>			
1 Wire Transfer & 1 Check		\$ (20,009.72)	pg 4
3 Invoices to be paid at a later date			
Cash Balance as of	8/1/18	<b>\$8,853.18</b>	pg 4

CURRENT COLLECTIONS & 4 YEAR HISTORICAL DATA						
Year	Collections 7/31/18	Adjustments 7/31/18	Reserve Uncollectibles	Collections 9/1/13 - 7/31/18	Receivables 7/31/18	Percent Collected
2017	13,916.99			633,364.89	32,451.67	95.13
2016				597,377.18	2,185.27	99.64
2015				599,562.45		100.00
2014				600,372.72		100.00
2013				616,722.00		100.00

Last Year's Percentage of Collections as of 7/31/17      93.48%

CURRENT CERTIFIED LEVY & 4 YEAR HISTORICAL DATA							
Year	Platted	Assessment Rates			Original Levy	Adjustments	Assessment Levy
		Class 1	Class 2	Class 3			
2017	2006	675.89	810.27		417,963.51	66,930	484,893.51
	2008	663.13	794.96	397.48	180,923.05		180,923.05
					598,886.56		665,816.56
2016	2006	675.89	810.27		418,639.40		418,639.40
	2008	663.13	794.96	397.48	180,923.05		180,923.05
					599,562.45		599,562.45
2015	2006	675.89	810.27		419,449.67	(810.27)	418,639.40
	2008	663.13	794.96	397.48	180,923.05		180,923.05
					600,372.72		599,562.45
2014	2006	675.89	810.27		419,449.67		419,449.67
	2008	663.13	794.96	397.48	180,923.05		180,923.05
					600,372.72		600,372.72
2013		Class 1	Class 2	Class 3	616,722.00		616,722.00
		690.00	828.00	414.00			

(Levy Calculated by Lot Size)

**HERITAGE PUBLIC IMPROVEMENT DISTRICT #1  
ASSESSMENT REPORT  
7/31/18**

Receivables at 8/31/17	\$	28,822.22	\$	28,822.22
Prior Year Adjustments	\$	-		

2017 Assessment Levy	\$	598,886.56	\$	665,816.56
SR 0-1	\$	66,930.00		

Collections From: 9/1/17 - 7/31/18

2017	\$	633,364.89
2016	\$	24,168.14
2015	\$	2,468.81

( \$ 660,001.84 )

**TOTAL RECEIVABLE AS OF 7/31/18**

**\$ 34,636.94**  
=====

**HERITAGE PUBLIC IMPROVEMENT DISTRICT #1**  
**7/31/18**

		<u>Month of</u> <u>7/31/18</u>	<u>Fiscal to Date</u> <u>10/1/17-7/31/18</u>
Cash Balance as of	6/30/18	\$ 29,651.28	\$ 25,164.03
<b>Receipts</b> Deposited in the Assessment Acct (UTS):			
Current/Prior Assessments		13,916.99	653,820.96
Penalty & Interest		2,348.56	16,433.94
Atty's Fee-Del Coll		2,925.81	7,464.26
Overpayment Refunds		9.72	1,493.30
NSF Checks			
NSF Fees Paid			
Court Filing Fees			4,356.71
Title Search Fee			1,210.64
Constable Fee			400.00
Notice to Purchaser		10.00	30.00
Escrow			
Assessment Fees Pd in Full			
Stale Dated Checks			
Bank Interest		0.54	27.22
<b>TOTAL RECEIPTS:</b>		<b>\$ 19,211.62</b>	<b>\$ 685,237.03</b>
<b>Disbursements</b> Issued from the Assessment Acct (UTS):			
Transfer/Debt Service		20,000.00	680,000.00
Overpayment Refunds			1,483.58
Bank Charges			54.58
<b>TOTAL DISBURSEMENTS:</b>		<b>( \$ 20,000.00 )</b>	<b>\$ 681,538.16 )</b>
<b>Cash Balance As of</b>	<b>7/31/18</b>	<b>\$ 28,862.90</b>	<b>\$ 28,862.90</b>
		=====	=====

Wells Fargo: \$1,601.51  
Central Bank: \$27,261.39

**HERITAGE PUBLIC IMPROVEMENT DISTRICT #1  
7/31/18**

**Disbursements For July 2018:**

<u>Payee</u>	<u>Description</u>	<u>Amount</u>
Heritage PID #1 Assessment Account	Opening Central Bank Assessment Account	11,000.00

**Cash Balance As of 7/31/18** **\$ 28,862.90**

**Disbursements For August 2018:**

<u>Check #</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
W/T	Debt Service Fund on 8/15/18	Transfer of Funds	20,000.00
1001	Cenlar	Overpayment Refund	9.72

Total Disbursements: ( \$ 20,009.72 )

**Cash Balance As of 8/1/18** **\$ 8,853.18**  
=====

Wells Fargo: \$1,601.51  
Central Bank: \$7,251.67

**Invoices to be Approved & Paid at a Later Date for August 2018:**

<u>Payee</u>	<u>Description</u>	<u>Amount</u>
MuniCap, Inc	Professional Fees (Inv #072018-380)	\$ 1,156.25
Ted A. Cox	Atty's Fee - Delinquent Coll	\$ 2,984.65
Mike Arterburn, A/C	August Fee	\$ 951.75
	<b>Total</b>	<b>\$ 5,092.65</b>

**HERITAGE PUBLIC IMPROVEMENT DISTRICT #1  
7/31/18**

<b>CURRENT COLLECTIONS &amp; HISTORICAL DATA</b>						
<u>Year</u>	<u>Collections</u> <u>7/31/18</u>	<u>Adjustments</u> <u>7/31/18</u>	<u>Reserve</u> <u>Uncollectibles</u>	<u>Collections</u> <u>9/1/07- 7/31/18</u>	<u>Receivables</u> <u>7/31/18</u>	<u>Percent</u> <u>Collected</u>
2017	13,916.99			633,364.89	32,451.67	95.13
2016				597,377.18	2,185.27	99.64
2015				599,562.45		100.00
2014				600,372.72		100.00
2013				616,722.00		100.00
2012				616,722.00		100.00
2011				617,412.00		100.00
2010				618,102.00		100.00
2009				618,102.00		100.00
2008				441,835.00		100.00
2007				431,388.00		100.00

<b>CURRENT CERTIFIED LEVY &amp; HISTORICAL DATA</b>								
<u>Year</u>	<u>Replatted</u>	<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Original</u> <u>Levy</u>	<u>Adjustments</u>	<u>Assessment</u> <u>Levy</u>	<u>SR/KR</u> <u>Rolls</u>
2017	2006	675.89			273,735.45	66,930.00	340,665.45	1-0
	2008	663.13	810.27		144,228.06		144,228.06	
			794.96		69,628.65		69,628.65	
				397.48	85,855.68		85,855.68	
					<u>25,438.72</u>		<u>25,438.72</u>	
					598,886.56		665,816.56	
2016	2006	675.89			274,411.34		274,411.34	
	2008	663.13	810.27		144,228.06		144,228.06	
			794.96		69,628.65		69,628.65	
				397.48	85,855.68		85,855.68	
					<u>25,438.72</u>		<u>25,438.72</u>	
					599,562.45		599,562.45	
2015	2006	675.89			274,411.34		274,411.34	
	2008	663.13	810.27		145,038.33	(810.27)	144,228.06	0-1
			794.96		69,628.65		69,628.65	
				397.48	85,855.68		85,855.68	
					<u>25,438.72</u>		<u>25,438.72</u>	
					600,372.72		599,562.45	
2014	2006	675.89			274,411.34		274,411.34	
	2008	663.13	810.27		145,038.33		145,038.33	
			794.96		69,628.65		69,628.65	
				397.48	85,855.68		85,855.68	
					<u>25,438.72</u>		<u>25,438.72</u>	
					600,372.72		600,372.72	
2013		<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	616,722.00		616,722.00	
2012		690.00	828.00	414.00	616,722.00		616,722.00	
2011		690.00	828.00	414.00	618,102.00	(690.00)	617,412.00	0-1
2010		690.00	828.00	414.00	618,102.00		618,102.00	
2009		690.00	828.00	414.00	615,894.00	2,208.00	618,102.00	2-1
2008		690.00	828.00		431,388.00	10,447.00	441,835.00	1-0
2007		690.00	828.00		431,388.00		431,388.00	

(Levy Calculated by Lot Size)

**HERITAGE PUBLIC IMPROVEMENT DISTRICT #1  
7/31/18**

**Accounts Paid in Full:**

- \$12,103.00 2008 Reported as other fees collected on 12/08 report. Transferred to 2008 Assessments on 3/09 report. Account paid in full.  
**Account #R-9032-00M-0120-1** (Per SR #1 increased 08 base on 3/09)
- \$ 9,228.19 2011 Received funds in the amount \$9,228.19 on 10/11 report. Applied as follows:  
(Base \$690.00 + \$8,538.19 as other fees & applied as full payment for  
**Account # R-9095-00B-0150-1**
- \$ 9,658.04 2014 Received funds in the amount of \$10,468.31 on 1/15 report. Applied as follows:  
(Base \$810.27 + \$9,658.04 as other fees & applied as full payment for  
**Account # R-9032-00A-0790-1**
- \$ 7,590.18 2016 Received funds in the amount of \$7,590.18 on 3/17 report. Applied as follows:  
\$7,590.18 as other fees & applied as full payment for **Account # R-9095-00G-0120-1**

**Notes:**

**Installment Plans**

<u>Year(s)</u>	<u>Name/Account Number</u>	<u>Payment Schedule</u>	<u>Current Yes/No</u>
2017	Renette Black R-9095-00A-0300-1	3/18 - 2/19 12 Months	Yes
2017	Dianna Harrison R-9032-00e-0190-1	3/18 - 2/19 12 Months	Yes
2017	Kenneth Kennedy R-9635-00E-0180-1	1/18 - 12/18 12 Months	No
2016-2017	Angelia Johnson R-9635-00O-0200-1	4/18-3/19 12 Months	No
2017	Syreeta & Thomas Clark R-11082-00B-0110-1	6/18-5/19 12 Months	Yes
2017	Brandon & Alyssa Sims R-9032-00L-0290-1	9/18 - 8/19 12 Months	First Payment Due 9/18
2017	Jose Ramon Ayala R-9095-00C-0210-1	9/18 - 8/19 12 Months	First Payment Due 9/18



11500 Northwest Freeway | Suite 150 | Houston, Texas 77092 | Voice: 713-688-3855 | Fax: 713-688-3931

## Heritage PID #1 Overpayment Refund Invoice

Year  
2017

Overpayment Refund	\$ 9.72
Account R-9032-00A-0970-1	
Original Payment: 7/31/18	
Deposit #1699	

Check #1001  
Paid 8/1/18

Payable To:  
Cenlar  
3001 Hackberry Road  
Irving, TX 75063

**MuniCap, Inc.**  
 8965 Guilford Road  
 Suite 210  
 Columbia, MD 21046

# INVOICE

**Invoice Date** 7/12/2018  
**Invoice #** 072018-380

**Balance Due** \$1,156.25

**Bill To:**  
**CITY OF LAVON, TEXAS**  
 c/o Utility Tax Services  
 - VIA EMAIL TO -  
 utilitytaxservice@sbcglobal.net

**Remit check to:**  
 MuniCap, Inc.  
 8630 M Guilford Road #263  
 Columbia, MD 21046

**or** **Wire Instructions:**

The Columbia Bank  
 9151 Baltimore National Pike  
 Ellicott City, MD 21042  
 (410) 418-8500  
  
 ABA Routing No.: 055 002 338  
 To the account of: MuniCap, Inc.  
 Account No.: 00 082 362 31

Project Heritage PID #1 1657

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

**Invoice Date**  
7/12/2018

**Invoice #**  
072018-380

**MuniCap, Inc.**  
 8965 Guilford Road  
 Suite 210  
 Columbia, MD 21046

**Terms** Net 30  
**Client #** 1657

Item	DATE	Description	Hrs	Amount
Sr Assoc (JDA)	6/1/2018	Discussion with city staff about homebuyer disclosure notices.	0.25	43.75
Sr Assoc (JDA)	6/4/2018	Work on homebuyer disclosure packets. Revise packets based upon the appropriate trigger dates for each lot type.	2.25	393.75
Assoc (DW)	6/6/2018	Create and update documents for website.	0.75	112.50
Sr Assoc (JDA)	6/8/2018	Update homebuyer disclosure packets and forward to city.	1	175.00
Sr Assoc (JDA)	6/13/2018	Discussion with homeowner about PID annual installments and forward a projected schedule of annual installments per request.	0.25	43.75
Sr Assoc (JDA)	6/14/2018	Reconcile trust accounts for May activity.	0.25	43.75
Sr Assoc (JDA)	6/14/2018	Follow up with city about updated PID disclosure notices.	0.25	43.75
Assoc (MP)	6/26/2018	Create draft of administrative task timeline.	1.5	225.00
Assoc (JAC)	6/28/2018	Assist with identification and provision of material information related to on-going compliance.	0.5	75.00
Subtotal Fees:				1,156.25

EIN: 03-0461891. Overdue accounts are subject to 1% monthly finance charge.

**Total** \$1,156.25

AY

Billing Inquiries? Call (443) 539-4104



11500 Northwest Freeway | Suite 150 | Houston, Texas 77092 | Voice: 713-688-3855 | Fax: 713-688-3931

August 1, 2018

City of Lavon  
Heritage PID # 1

### Ted Cox Invoice

July 2018 Delinquent Collections	\$ 2,925.81
Postage/Copy/Deed/Constable (July 2018)	\$ <u>58.84</u>
<b>Total</b>	<b>\$ 2,984.65</b>

Payable to:  
Ted A. Cox, P.C.  
2855 Mangum, Suite 100  
Houston, Texas 77092

**TED A. COX, P.C.**  
Attorney at Law  
2855 Mangum, Suite 100  
Houston, Texas 77092  
(713) 956-9400 Office  
(713) 956-8485 Telefax

July 31, 2018

Utility Tax Service, LLC  
11500 Northwest Freeway, #465  
Houston, TX 77092

RE: Heritage P.I.D. #1 - Collections

Expenses/Fees:

Postage/Copy/Deed/Constable/Online Database Search Fees (July 2018) .....	\$58.84
<b>TOTAL DUE THIS INVOICE .....</b>	<b>\$58.84</b>

MUNICIPALITY OF JULY 2018

<u>DISTRICT</u>	<u>COPIES</u>	<u>POSTAGE</u>	<u>DEED</u>	<u>OTHER EXPENSES</u>	<u>TOTAL</u>
Chambers PID #2					
Chambers PID #3					
Denton County	\$13.40	\$20.50			\$33.90
CNP UD	\$6.90	\$28.34			\$35.24
El Dorado UD	\$13.90	\$27.50		\$75.00 (constable fee)	\$116.40
Encanto Real	\$5.30	\$6.39			\$11.69
Fort Bend MUD	\$2.50	\$5.00			\$7.50
Galveston MUD #14	\$6.60	\$23.00			\$29.60
Galveston MUD #15	\$5.60	\$14.50			\$20.10
Heritage PID	\$17.90	\$40.94			\$58.84
HC MUD #5	\$19.30	\$56.18	\$90.00		\$165.48
HC UD #16	\$24.90	\$83.86			\$108.76
HC MUD #104	\$6.20	\$16.67		\$92.00 (constable fee)	\$131.37
HC MUD #200	\$10.00	\$35.34		\$16.50 (abstract filing fee)	\$61.84
HC MUD #211				\$16.50 (abstract filing fee)	
HC MUD #233	\$2.10	\$4.50			\$6.60
HC MUD #238	\$5.70	\$19.00		\$16.00 (abstract filing fee)	\$40.70
HC MUD #257	\$7.70	\$24.69			\$32.39
HC MUD #304	\$13.80	\$21.23			\$35.03

Mike Arterburn, Tax A/C

%Utility Tax Service, LLC  
11500 NW Freeway, Ste 465  
Houston, TX 77092

# Invoice

Date	Invoice #
8/1/2018	9132

Bill To
Heritage PID 1

Item	Description	Amount
Monthly Fee	August Assessment-Collector Fee	941.75
Notice of Purchaser	July Collections	10.00
<b>Total</b>		\$951.75
<b>Payments/Credits</b>		\$0.00
<b>Balance Due</b>		\$951.75



**CITY OF LAVON  
CITY COUNCIL  
Agenda Brief**

**MEETING: August 21, 2018**

**ITEM: 6 - C**

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**Item:**

***Consent Agenda***

Approve Resolution No. **2018-08-04** authorizing the Mayor to execute an amendment to the Development Facilities Agreement with Pacesetter Homes, LLC for the Lavon Farms Addition to remove references to and provisions for performance and payment bonds.

**Background:**

On August 7, 2018, the City Council approved a Facilities Development Agreement with Pacesetter Homes for the Lavon Farms Addition. Subsequently, it was determined that the provisions for performance and payment bonds were unnecessary. The proposed amendment strikes through the provisions and the remainder of the agreement remains in force as approved.

**Financial Impact:**

There is no financial impact anticipated for the City.

**Staff Notes:**

The City Attorney has reviewed the proposed amendment and approval is recommended.

**Attachments:** Proposed Amended Sections of the Agreement

August 17, 2018

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2018-08-04**

Amend Facilities Development Agreement – Lavon Farms

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE FACILITIES DEVELOPMENT AGREEMENT WITH PACESETTER HOMES, LLC TO REMOVE REFERENCES TO AND PROVISIONS FOR PAYMENT AND PERFORMANCE BONDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1.** The City Council has reviewed and desires to authorize the Mayor to execute the Amendment to the Facilities Development Agreement attached hereto as Exhibit “A” to remove references to and provisions for performance and payment bonds in Section III. Facilities, Subsection I.1. and in Section IV. General Provisions, Subsection F.

**SECTION 2.** That this resolution shall take effect from and after the date of its passage.

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas on the 21<sup>st</sup> day of August, 2018.

---

Vicki Sanson  
Mayor

ATTEST:

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Kim Dobbs  
City Administrator | City Secretary

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2018-08-04**

**EXHIBIT A**

**Amendment to Facilities Development Agreement**

and assigns understand that the City shall not be responsible for the replacement of these amenities under any circumstances and further agrees to release, indemnify and hold harmless the City from any and all damages, loss or liability of any kind whatsoever by reason of injury to property or third person occasioned by its use of the public right-of-way with regard to these improvements and the Developer shall, at its sole cost and expense, defend and protect the City against all such claims and demands.

#### I. START OF CONSTRUCTION

Before the construction of the streets, sanitary sewer, or drainage facilities can begin, the following shall take place:

1. ~~Approved payment and performance bonds (or similarly acceptable letter of credit or cash escrow) must be submitted to the City in the name of the City prior to the commencement of any work.~~
2. At least three (3) sets of construction plans to be stamped "Released for Construction" by the Director of Public Works must be submitted.
3. All fees required to be paid to the City.
4. Developer Agreement must be executed.
5. The Developer, or contractor, shall furnish to the City a policy of general liability insurance, naming the City as co-insured, prior to commencement of any work. All insurance must meet the **Requirements of Contractor's Insurance** attached hereto as **Exhibit E** and incorporated herein for all purposes.
6. A pre-construction meeting between Developer and City is required. Developer or contractor shall furnish to the City a list of all subcontractors and suppliers, which will be providing greater than a \$1,000 value to the Addition.

initial  
\_\_\_\_\_  
\_\_\_\_\_

#### IV. GENERAL PROVISIONS

##### A. INDEMNIFICATION

**DEVELOPER COVENANTS AND AGREES TO INDEMNIFY AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE CONSTRUCTION, MAINTENANCE, OCCUPANCY, USE, EXISTENCE OR LOCATION OF SAID IMPROVEMENT OR IMPROVEMENTS, AND SHALL FURTHER BE LIABLE FOR INJURY OR DAMAGE TO CITY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF DEVELOPER, ITS**

**AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN DOLAN V. CITY OF TIGARD, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC IMPROVEMENTS.**

**(b) THIS SECTION III(B) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

- C. Venue of any action brought hereunder shall be in Lavon, Collin County, Texas.
- D. Approval by the Director of Public Works or other City employee of any plans, designs or specifications submitted by the Developer pursuant to this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants or employees, it being the intent of the parties that approval by the Director of Public Works signifies the City's approval on only the general design concept of the improvements to be constructed.
- E. This Agreement or any part herein, or any interest herein, shall not be assigned by the Developer without the express written consent of the City Administrator, which shall not be unreasonably withheld or delayed.
- F. On all facilities included in this Agreement for which the Developer awards its own construction contract, the Developer agrees to employ a construction contractor who is approved by the City, and whose approval shall not be unreasonably withheld or delayed, said contractor to meet City and statutory requirements for being insured, licensed and bonded to do work in public streets and to be qualified in all respects to bid on public streets and to be qualified in all respects to bid on public projects of a similar nature. ~~in addition the Developer or contractor shall furnish the payment and performance bonds in the name of the city prior to the commencement of any work.~~ A policy of general liability insurance is also required of the Contractor.
- G. Time is of the essence. Work performed under the Agreement shall be completed within two (2) years from the date thereof. In the event the work is not completed within the two (2) year period, the City may, at its election, draw on the performance bond, Letter of Credit, or other acceptable security provided by Developer and complete such work at Developer's expense, provided however, that if the construction under this Agreement shall have started within the two (2)

initial

\_\_\_\_\_  
\_\_\_\_\_



# CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: August 21, 2018

ITEM: 7 – A

**Item:**

Public Hearing and discussion regarding the request of the owner of certain property to voluntarily annex 57.075 acres in the Drury Anglin Survey, Abstract No. 2, Sheet 3, Tr 73 (Collin County CAD ID # 1249973), Collin County generally located south of the Bear Creek Addition and east of CR 483 and the annexation of the adjacent county road and right-of-way into the City of Lavon.

- 1) Presentation of request.
- 2) **PUBLIC HEARING** to receive comments regarding the request.
- 3) Discussion regarding the request and accompanying Ordinance No. **2018-08-02**.

**Background:**

On June 18, 2018, the City received a request from landowner Bloomfield Homes LP for the voluntary annexation of 57.075 acres of land adjacent to the city limits. The property is presently vacant and undeveloped. On July 17, 2018, the City Council approved a Municipal Services Agreement with the property owner which has been fully executed.

***Code Excerpt:***

**TEXAS LOCAL GOVERNMENT CODE**

**SUBCHAPTER C-3. ANNEXATION OF AREA ON REQUEST OF OWNERS:  
TIER 2 MUNICIPALITIES**

Sec. 43.067. APPLICABILITY. This subchapter applies only to a tier 2 municipality.

Sec. 43.0671. AUTHORITY TO ANNEX AREA ON REQUEST OF OWNERS.  
Notwithstanding Subchapter C-4 or C-5, a municipality may annex an area if each owner of land in the area requests the annexation.

Sec. 43.0672. WRITTEN AGREEMENT REGARDING SERVICES. (a) The governing body of the municipality that elects to annex an area under this subchapter must first

negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area.

(b) The agreement must include:

(1) a list of each service the municipality will provide on the effective date of the annexation; and

(2) a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation.

(c) The municipality is not required to provide a service that is not included in the agreement.

Sec. 43.0673. PUBLIC HEARINGS. (a) Before a municipality may adopt an ordinance annexing an area under this section, the governing body of the municipality must conduct at least two public hearings.

(b) The hearings must be conducted not less than 10 business days apart.

(c) During the first public hearing, the governing body must provide persons interested in the annexation the opportunity to be heard. During the final public hearing, the governing body may adopt an ordinance annexing the area.

(d) The municipality must post notice of the hearings on the municipality's Internet website if the municipality has an Internet website and publish notice of the hearings in a newspaper of general circulation in the municipality and in the area proposed for annexation. The notice for each hearing must be published at least once on or after the 20th day but before the 10th day before the date of the hearing. The notice for each hearing must be posted on the municipality's Internet website on or after the 20th day but before the 10th day before the date of the hearing and must remain posted until the date of the hearing.

Added by Acts 2017, 85th Leg., 1st C.S., Ch. 6 (S.B. 6), Sec. 26, eff. December 1, 2017.

Pursuant to Texas Local Government Code, Section 43.1055, the City will undertake the annexation of any county road that is adjacent to or abutting the property proposed for annexation.

On July 17, 2018, the City Council directed that public hearings be scheduled for regular meetings on August 7, 2018 and August 21, 2018. This is the second and final of two public hearings.

Approval of the annexation is recommended.

**Attachments:**

1. Annexation Timeline
2. Location Exhibit
3. Proposed Ordinance

August 16, 2018



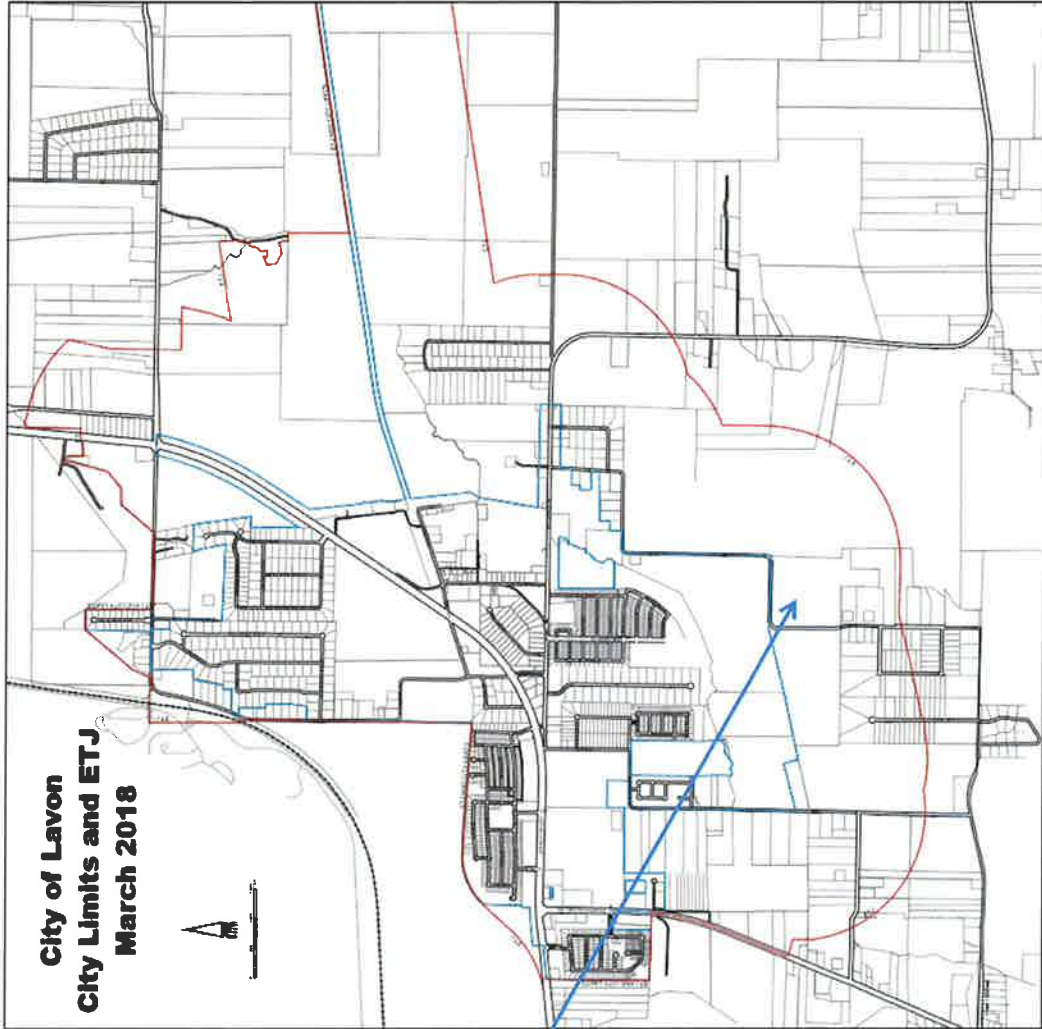
**City of Lavon, Texas**  
**57.075 acres**

**Tier 2 Municipality - Annexation of Area Exempt  
from the Annexation Plan Requirement  
including Annexation on Request of Area Landowners**

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- Jun 18 Request for Annexation submitted by landowner to the City
- Jul 17 Consider written service agreement
- Jul 17 Resolution of the City Council regrading municipal services agreement and schedule public hearings. 8/7 and 8/21 (at least 10 business days apart)
- Jul 20 Send notice of public hearings to newspaper for publication 7/25 and 8/8 (no more than 20 or less than 10 days of hearing)
- Jul 25 Publish notice of first hearing. §43.0673 (d). Obtain required affidavit of publication from newspaper.
- Post notice of first public hearing on website. §43.0673(d).
- Send written notice to public school district in the area to be annexed. §43.905.
- Send written notice to Collin County, NVFD, EMS, BCSUD (§ 43.9051)
- Aug 3 Post notice of first public hearing per Open Meetings Act.
- Aug 7 Hold first public hearing. §43.063.
- Aug 8 Publish notice of second hearing. §43.053. Obtain required affidavit of publication from newspaper.
- Post notice of second public hearing on website §43.063(c).
- Aug 17 Post notice of second public hearing per Open Meetings Act.
- Aug 17 Post notice of annexation ordinance consideration per Open Meetings Act.
- Aug 21 Hold second public hearing. §43.063.
- Aug 21 Consider Annexation Ordinance

**Annexation  
Location Exhibit**  
**57.075 acres  
and adjacent  
right of way on CR 483**



**CITY OF LAVON**  
**ORDINANCE NO. 2018-08-02**

Annexation – 57.075 acres and CR 483 ROW – Bear Creek East

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY INTO THE CITY OF LAVON, COLLIN COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS AND REGULATIONS OF THE CITY; INCORPORATING AN EXECUTED MUNICIPAL SERVICES AGREEMENT; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION INCLUDING PUBLIC HEARINGS, NOTICES AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lavon, Texas (“City”) is authorized, pursuant to Chapter 43 of the Texas Local Government Code to annex territory and extend the corporate limits of the City, subject to state law; and

**WHEREAS**, on June 18, 2018, the City received a request from landowner Bloomfield Homes LP for the voluntary annexation of 57.075 acres of land adjacent to the city limits; and

**WHEREAS**, the City desires to annex certain territory described herein (the “Property”);  
and

**WHEREAS**, all of the Property described herein is contiguous to and within the exclusive extraterritorial jurisdiction of the City; and

**WHEREAS**, all required notices, all public hearings, and all requirements for such annexation have been provided, held, and met in accordance with applicable law; and

**WHEREAS**, a development agreement pursuant to Section 43.016 of the Texas Local Government Code was declined; and

**WHEREAS**, in accordance with Chapter 43 of the Texas Local Government Code, a Municipal Services Agreement has been executed; and

**WHEREAS**, the City Council of the City of Lavon finds and determines that annexation of the Property hereinafter described is in the best interests of the citizens of the City of Lavon and the owners and residents of the area.

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

SECTION 1. Findings. It is hereby officially determined that the findings and recitations contained above in the preamble of this ordinance are true and correct and are incorporated herein by reference.

SECTION 2. Annexation. That the following described territory, to wit:

**Being Collin County CAD ID# 1249973, a 57.075 acre tract of land situated in the D. Anglin Survey, Abstract No. 2, Sheet 3, Tract 73, Collin County, Texas, situated south of Bear Creek and the Grand Heritage East A-2 Addition and the right-of-way of CR 483 adjacent to the above described property, adjacent to and located within the extraterritorial jurisdiction of the City of Lavon, Collin County, Texas, described in the attached Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof.**

be and the same is hereby annexed into the City of Lavon, Collin County, Texas, and that the boundary limits of the City of Lavon, Texas, be and the same are hereby extended to include the above-described territory within the city limits of the City of Lavon, and that same shall hereafter be included within the territorial limits of said City and said land and the inhabitants thereof shall be hereafter entitled to all rights and privileges of all other citizens of the City of Lavon, Texas, and shall be bound by the ordinances, resolutions, acts and regulations of the City.

SECTION 3. Municipal Services Agreement. The City Council entered into a written Municipal Services Agreement with the property owner prepared in accordance with applicable provision of state law which is attached hereto as Exhibit "C" and is hereby incorporated herein by reference and adopted as part of this ordinance and the same shall govern the delivery of municipal services to the annexed territory.

SECTION 4. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Property as part of the City of Lavon. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

SECTION 5. Severability Clause. It is hereby declared by the City Council of the City of Lavon that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance.

SECTION 6. Cumulative Clause. This ordinance shall be cumulative of all provisions of ordinances of the City of Lavon except where the provisions of this ordinance are in direct

conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 7. Public Meeting. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

SECTION 8. Filing Instructions. The City Secretary is hereby directed to file a certified copy of this ordinance with the County Clerk of Collin County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 9. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval by the City Council of the City of Lavon, Texas.

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas, this 21<sup>st</sup> day of August, 2018.

---

Vicki Sanson, Mayor

**ATTEST:**

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Kim Dobbs, City Administrator | City Secretary

**ORDINANCE NO. 2018-08-02**

**EXHIBIT A – ANNEXATION LEGAL DESCRIPTION**

**BEING** a 57.075 Acre Tract of land situated in the D. Anglin Survey, Abstract Number 2, Collin County, Texas, and being all of a called 56.22 Acre Tract of land conveyed as “Tract One” to John Svenson, Traci Svenson, Orlin S. Svenson and Charles O. Svenson, in Volume 2651, Page 24; Volume 2651, Page 30; Volume 2651, Page 33 and Volume 2651, Page 36, Deed Records, Collin County, Texas. Said 57.075 Acre Tract, with bearing basis being grid North, Texas State Plane Coordinates, North Central Zone, NAD83 (NAD83(2011) Epoch 2010), determined by GPS observations, calculated from Dallas CORS ARP (PID-df8984) and Collin CORS ARP (PID-df8982), being more particularly described by metes and bounds as follows:

**BEGINNING** at 5/8 inch iron rod with yellow plastic cap stamped “JACOBS” set for the Northeast corner of said 56.22 Acre Tract and the Southeast corner of a 92.296 Acre Tract of land conveyed as “Tract 1” to World Land Developers, LP, as recorded in County Clerk's file No. 20070913001271380, Official Public Records, Collin County, Texas;

**THENCE**, South 00 degrees 54 minutes 45 seconds West, along the East line of said 56.22 Acre Tract, a distance of 1637.22 feet to a point for a Southeast corner of said 56.22 Acre Tract, said point being on the North line of a 15.51 Acre Tract of land conveyed to James L. Brannon and Peggy m. Brannon, as recorded in County Clerk's file No. 20160919001247770, Official Public Records, Collin County, Texas, from which a 1/2 inch iron rod found for the Northeast corner of said 15.51 Acre Tract and a Southeast corner of the remainder of an 8.25 Acre Tract of land conveyed as “Second Tract” to W.W. Tollett, as recorded in Volume 105, page 280, Deed Records, Collin County, Texas bears South 89 degrees 02 minutes 07 seconds East, a distance of 174.02 feet;

**THENCE**, along the South line of said 56.22 Acre Tract and said North line of 15.51 Acre Tract, the following courses and distances:

North 89 degrees 02 minutes 07 seconds West, a distance of 240.24 feet to a 5/8 inch iron rod with plastic cap stamped “Boundary Sol” found for corner;

South 01 degrees 52 minutes 31 seconds West, a distance of 592.17 feet to a 1/2 inch iron rod found for corner;

North 87 degrees 36 minutes 12 seconds West, a distance of 363.54 feet to a 1/2 inch iron rod found for a Southwest corner of said 56.22 Acre Tract, said point being on the East line of East Hubbard Properties, an addition to Collin County, Texas, as recorded in Cabinet G, Page 22, Plat Records, Collin County, Texas;

**THENCE**, North 00 degrees 00 minutes 43 seconds East, along a West line of said 56.22 Acre Tract and said East line of East Hubbard Properties, a distance of 761.55 feet to a 1/2 inch iron rod found for the Northeast corner of said East Hubbard Properties;

**THENCE**, North 89 degrees 29 minutes 20 seconds West, along the South line of said 56.22 Acre Tract and the North line of said East Hubbard Properties, passing at a distance of 780.56 feet a 5/8 inch iron rod found for the Northwest corner of said East Hubbard Properties, continuing along said South line of said 56.22 Acre Tract, in all a total distance of 840.83 feet to a point for the Southwest corner of said 56.22 Acre Tract and the Southeast corner of a 90.00 Acre Tract of land conveyed as "Tract 1" to Roy Brian Webb and Andrea Kay Campbell, as recorded in Volume 4761, Page 200, Deed Records, Collin County, Texas, said point being on the North line of Lot 19, Block B of Meadow Creek Estates, an addition to Collin County, Texas, as recorded in Cabinet G, Page 485, Plat Records, Collin County, Texas and being on approximate West right-of-way line of County Road No. 483 (a variable width prescriptive right-of-way);

**THENCE**, North 00 degrees 32 minutes 30 seconds East, along the West line of said 56.22 Acre Tract, the East line of said 90.00 Acre Tract and said West right-of-way line of County Road No. 483, a distance of 1474.64 feet to a point for the Northwest corner of said 56.22 Acre Tract;

**THENCE**, South 88 degrees 40 minutes 46 seconds East, along the North line of said 56.22 Acre Tract, passing at a distance of 0.56 feet a 1/2 inch iron rod found for the Southwest corner of aforesaid 92.296 Acre Tract, continuing along said North line of 56.22 Acre Tract, the South line of said 92.296 Acre Tract and with the approximate centerline of aforesaid County Road No. 483, in all a total distance of 1475.98 feet to a the **POINT OF BEGINNING** and containing 57.075 acres land, more or less.

**ORDINANCE NO. 2018-08-02**

**EXHIBIT B – MAP**



**ORDINANCE NO. 2018-08-02**

**EXHIBIT C – MUNICIPAL SERVICES AGREEMENT**

**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 SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

STATE OF TEXAS            )  
  )  
COUNTY OF COLLIN        )

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE  
MUNICIPAL SERVICES AGREEMENT**

This Municipal Services Agreement ("Agreement") is entered into pursuant to Section 43.0672 of the Texas Local Government Code by and between the City of Lavon, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property. City and Owner may be referred individually as a "Party" and collectively referred to as the "Parties."

**WHEREAS**, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, legally described as Abstract Number 2 in the D. Anglin Survey, Tract One, containing 57.075 acres, more or less, Collin County, Texas and more particularly described on Exhibit "A" attached hereto; and

**WHEREAS**, the Parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code in order to address the provision of municipal services to be offered to the Property on the date of annexation, and a schedule that includes the period within which the City will provide any municipal service that is not provided on the effective date of annexation, as shown in Exhibit "B" attached hereto; and

**WHEREAS**, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

**WHEREAS**, this Agreement is to be recorded in the Real Property Records of Collin County.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

**Section 1.** The City acknowledges and agrees that it shall provide the municipal services listed in Exhibit "B" to the Property pursuant to Chapter 43 of Texas Local Government Code upon annexation of the Property.

**Section 2.** The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person

**claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.**

**Section 3.** The Owner agrees and stipulates that such annexation of the Property is voluntary, and the Owner has submitted a petition for such annexation to the City. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken. Owner acknowledges and stipulates that this Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

**Section 4.** The Parties acknowledge and agree that nothing in this Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed Property, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of municipal service. Furthermore, the Parties acknowledge and agree that this Agreement will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

**Section 5.** The Owner acknowledges that the City's codes, ordinances, regulations and policies ("Regulations") that apply throughout the City, including the Property, may be reviewed at City Hall and at <http://cityoflavon.com/code-regulations.htm> and shall adhere to all such regulations in development of the Property.

**Section 6.** This Agreement shall be valid for a term of ten (10) years. Renewal of the Agreement shall be at the discretion of the City Council and must be approved by ordinance. The Owner agrees that this Agreement may be amended without the written consent or knowledge of the Owner if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Agreement unworkable or obsolete. Furthermore, the Owner acknowledges and agrees that the City Council may amend the services provided under this Agreement without the written consent of the Owner in order to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances existing pursuant to the Local Government Code or other Texas or Federal laws that make this Agreement unworkable, obsolete or unlawful.

**Section 7.** Owner acknowledges and agrees that pursuant to the Development Agreement, the Property to be annexed will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances. Owner acknowledges and agrees that any subsequent rezoning of the Property will be pursuant to the Regulations of the City.

**Section 8.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in

accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

To City:

City of Lavon  
Attn: City Administrator  
P.O. Box 340  
Lavon, TX 75166

With Copy to:

Messer, Rockefeller & Fort, P.L.L.C.  
Attn: Wm. Andrew Messer  
6371 Preston Road, Suite 200  
Frisco, Texas 75034

To Owner:

**Section 9.** A certified copy of this Agreement shall be recorded in the real property records of Collin County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

**Section 10.** If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

**Section 11.** This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability. Owner acknowledges and agrees that the only recourse against the City for breach or default of the Agreement is disannexation for failure to provide services pursuant to Chapter 43 of the Texas Local Government Code.

**Section 12.** Owner and City acknowledge and expressly agree that no subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

**Section 13.** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be only in Collin County, Texas.

**Section 14.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 15.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, 4 and 11 herein.

**Section 16.** This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

**Section 17.** The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

**Section 18.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this 17<sup>th</sup> day of July, 2018.

**SIGNATURES ON FOLLOWING PAGE(S)**

**CITY OF LAVON**

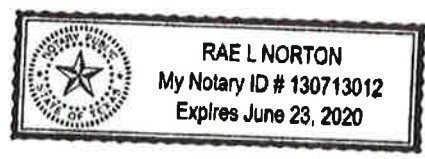
By: Vicki Sanson  
Name: Vicki Sanson  
Title: Mayor  
Date: 7/17/18



THE STATE OF TEXAS       §  
  §  
  §  
COUNTY OF COLLIN       §

This instrument was acknowledged before me on July 17, 2018, by Vicki Sanson, Mayor of the City of Lavon, Texas on behalf of said City.

Rae L Norton  
Notary Public in and for the State of TEXAS



[Signature]  
**OWNER:** Bloomfield Homes, LP

By: Bloomfield Properties, Inc.  
Name: Authorized Agent of Owner  
Title: Donald J. Dykstra, President  
Date: Bloomfield Properties, Inc.  
          General Partner

THE STATE OF TEXAS       §  
  §  
  §  
COUNTY OF Tarrant       §

This instrument was acknowledged before me on July 11, 2018, by Donald J. Dykstra, owner of said Property.

[Signature]  
Notary Public in and for the State of TEXAS



**EXHIBIT "A"**  
**Property Description and Depiction**

**BEING** a 57.075 Acre Tract of land situated in the D. Anglin Survey, Abstract Number 2, Collin County, Texas, and being all of a called 56.22 Acre Tract of land conveyed as "Tract One" to John Svenson, Traci Svenson, Orlin S. Svenson and Charles O. Svenson, in Volume 2651, Page 24; Volume 2651, Page 30; Volume 2651, Page 33 and Volume 2651, Page 36, Deed Records, Collin County, Texas. Said 57.075 Acre Tract, with bearing basis being grid North, Texas State Plane Coordinates, North Central Zone, NAD83 (NAD83(2011) Epoch 2010), determined by GPS observations, calculated from Dallas CORS ARP (PID-df8984) and Collin CORS ARP (PID-df8982), being more particularly described by metes and bounds as follows:

**BEGINNING** at 5/8 inch iron rod with yellow plastic cap stamped "JACOBS" set for the Northeast corner of said 56.22 Acre Tract and the Southeast corner of a 92.296 Acre Tract of land conveyed as "Tract 1" to World Land Developers, LP, as recorded in County Clerk's file No. 20070913001271380, Official Public Records, Collin County, Texas;

**THENCE**, South 00 degrees 54 minutes 45 seconds West, along the East line of said 56.22 Acre Tract, a distance of 1637.22 feet to a point for a Southeast corner of said 56.22 Acre Tract, said point being on the North line of a 15.51 Acre Tract of land conveyed to James L. Brannon and Peggy m. Brannon, as recorded in County Clerk's file No. 20160919001247770, Official Public Records, Collin County, Texas, from which a 1/2 inch iron rod found for the Northeast corner of said 15.51 Acre Tract and a Southeast corner of the remainder of an 8.25 Acre Tract of land conveyed as "Second Tract" to W.W. Tollett, as recorded in Volume 105, page 280, Deed Records, Collin County, Texas bears South 89 degrees 02 minutes 07 seconds East, a distance of 174.02 feet;

**THENCE**, along the South line of said 56.22 Acre Tract and said North line of 15.51 Acre Tract, the following courses and distances:

North 89 degrees 02 minutes 07 seconds West, a distance of 240.24 feet to a 5/8 inch iron rod with plastic cap stamped "Boundary Sol" found for corner;

South 01 degrees 52 minutes 31 seconds West, a distance of 592.17 feet to a 1/2 inch iron rod found for corner;

North 87 degrees 36 minutes 12 seconds West, a distance of 363.54 feet to a 1/2 inch iron rod found for a Southwest corner of said 56.22 Acre Tract, said point being on the East line of East Hubbard Properties, an addition to Collin County, Texas, as recorded in Cabinet G, Page 22, Plat Records, Collin County, Texas;

**THENCE**, North 00 degrees 00 minutes 43 seconds East, along a West line of said 56.22 Acre Tract and said East line of East Hubbard Properties, a distance of 761.55 feet to a 1/2 inch iron rod found for the Northeast corner of said East Hubbard Properties;

**THENCE**, North 89 degrees 29 minutes 20 seconds West, along the South line of said 56.22 Acre Tract and the North line of said East Hubbard Properties, passing at a distance of 780.56 feet a 5/8 inch iron rod found for the Northwest corner of said East Hubbard Properties, continuing along said South line of said 56.22 Acre Tract, in all a total distance of 840.83 feet to a point for the Southwest corner of said 56.22 Acre Tract and the Southeast corner of a 90.00 Acre Tract of land conveyed as "Tract 1" to Roy Brian Webb and Andrea Kay Campbell, as recorded in Volume 4761, Page 200, Deed Records, Collin County, Texas, said point being on the North line of Lot 19, Block B of Meadow Creek Estates, an addition to Collin County, Texas, as recorded in Cabinet G, Page 485, Plat Records, Collin County, Texas and being on approximate West right-of-way line of County Road No. 483 (a variable width prescriptive right-of-way);

**THENCE**, North 00 degrees 32 minutes 30 seconds East, along the West line of said 56.22 Acre Tract, the East line of said 90.00 Acre Tract and said West right-of-way line of County Road No. 483, a distance of 1474.64 feet to a point for the Northwest corner of said 56.22 Acre Tract;

**THENCE**, South 88 degrees 40 minutes 46 seconds East, along the North line of said 56.22 Acre Tract, passing at a distance of 0.56 feet a 1/2 inch iron rod found for the Southwest corner of aforesaid 92.296 Acre Tract, continuing along said North line of 56.22 Acre Tract, the South line of said 92.296 Acre Tract and with the approximate centerline of aforesaid County Road No. 483, in all a total distance of 1475.98 feet to a the **POINT OF BEGINNING** and containing 57.075 acres land, more or less.

**EXHIBIT "B"**  
**Municipal Service Plan**

<b>CITY OF LAVON</b> <b>ANNEXATION SERVICE PLAN</b>
--

**PUBLIC SAFETY SERVICES**

<b>FIRE SERVICES</b>
----------------------

**Existing Services:** Nevada Volunteer Fire Department

**Services to be Provided:** On the effective date of annexation, fire suppression will be available to the area at the same or similar level as is provided to other areas of the City. Primary fire response will be provided by the Lavon Volunteer Fire Department (LVFD). Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshal's office as needed. The LVFD is party to several Mutual Aid Agreements with area volunteer departments that will provide back-up service as appropriate.

<b>POLICE SERVICES</b>
------------------------

**Existing Services:** Currently, the area is under the jurisdiction of the Collin County Sheriff's Office.

**Services to be Provided:** On the effective date of annexation, the City of Lavon Police Department will extend regular and routine patrol and police services to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

<b>EMERGENCY MEDICAL SERVICES</b>
-----------------------------------

**Existing Services:** None

**Services to be Provided:** On the effective date of annexation, the area will become a part of the area served by the Southeast Collin County EMS/Ambulance Coalition and ambulance service will be provided pursuant to the City's contract for services. Services can be provided within the current budget appropriation.

<b>CODE ENFORCEMENT SERVICES</b>
----------------------------------

**Existing Services:** None

**Services to be Provided:** On the effective date of annexation, any inspection services now provided by the City (building, electrical, plumbing, gas, housing, health, etc.) will be provided in the annexed area. Services can be provided within the current budget appropriation.

**MUNICIPAL SERVICES**

<b>PLANNING &amp; ZONING SERVICES</b>
---------------------------------------

**Existing Services:** None

**Services to be Provided:** On the effective date of annexation, the planning and zoning jurisdiction of the City will extend to the annexed area. City planning will thereafter encompass the annexed area. Services can be provided within the current budget appropriation.

## **STORM DRAINAGE SERVICES**

**Existing Services:** None

**Services to be Provided:** On the effective date of annexation, the City of Lavon will include the annexed area in its service area for drainage services at the same or similar level as is provided to other areas of the City, taking into account different characteristics of topography, land uses and population density. Services will include, but are not limited to: routine review and monitoring of culverts and storm sewers; flood plain design and assistance; and engineering review as the area relates to the City as a whole. Services can be provided within the current budget appropriation.

## **STREET SERVICES**

**Existing Services:** County Road Maintenance

**Services to be Provided:** On the effective date of annexation, the City of Lavon will provide maintenance for streets in accordance with existing City ordinances, resolutions and regulations. Municipal services will include, but are not limited to: routine maintenance, street lighting, ice and snow monitoring of major thoroughfares, and assessment of street conditions for long-term maintenance scheduling. As streets are constructed in undeveloped portions of the annexed area, the appropriate City ordinances, resolutions and regulations of the City shall apply. Services can be provided within the current budget appropriation.

## **TRANSPORTATION AND TRAFFIC SERVICES**

**Existing Services:** None

**Services to be Provided:** On the effective date of annexation, the City of Lavon will join Collin County and the State of Texas Department of Transportation in providing transportation-planning services to the annexed area. The area will be included in the City of Lavon's Thoroughfare Plan and will receive an enhanced voice in the Transportation Planning Process through the City of Lavon's representation on regional planning teams. Services can be provided within the current budget appropriation.

## **PARKS SERVICES**

**Existing Services:** None

**Services to be Provided:** On the effective date of annexation, all of the city's parks and recreation facilities shall be available for use by residents of the annexed area. The annexed area will be included in the park planning processes. Services can be provided within the current budget appropriation.

## **UTILITY SERVICES**

### **SOLID WASTE COLLECTION SERVICES**

**Existing Services:** None

**Services to be Provided:** On the effective date of annexation, the City of Lavon will provide solid waste collection and recycling services. Service is provided in accordance with City regulations and is provided as a fee-based service per contract with a private provider. Service requests and billing are administered through the City. Service shall comply with existing City policies.

### **WATER SERVICES**

**Existing Services:** Bear Creek Special Utility District

**Services to be Provided:** Water service shall continue to be provided to the annexed area by a special utility district in accordance with existing State laws, City ordinances, resolutions, regulations and policies. Construction of water utility-related facilities will be built in accordance with the City of Lavon construction standards.

### **SANITARY SEWER SERVICES**

**Existing Services:** None

**Services to be Provided:** On the effective date of annexation, sanitary sewer service will be provided in accordance with applicable codes and departmental policy. Upon completion of construction and dedication of sanitary sewer facilities, including off-site facilities, the City shall assume maintenance and service responsibilities for the sanitary sewer system in the annexed area in accordance with existing City ordinances, resolutions regulations and policies.

### **MISCELLANEOUS SERVICES**

On the effective date of annexation, all other applicable municipal services will be provided to the area in accordance with the City of Lavon's established policies governing extension of municipal services to newly annexed areas.

**REQUEST FOR ANNEXATION**  
**BY AREA LANDOWNERS**

TO THE MAYOR OF THE GOVERNING BODY OF THE CITY OF LAVON, TEXAS:

The undersigned owner(s) of the hereinafter described tract of land, which is vacant and without residents, hereby requests pursuant to Texas Local Government Code Section 43.0671 that your honorable Body extend the present city limits so as to include as part of the City of Lavon, Texas, the territory, described by metes and bounds in Exhibit A and depicted on the map in Exhibit B.

The owner(s) certify that the above described tract of land is contiguous and adjacent to the City of Lavon, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Signed: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF Tarrant

BEFORE ME, the undersigned authority, on this day personally appeared Donald J. Dykstra, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



Morgan Hammonree  
Notary Public in and for Tarrant County, Texas.

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, Texas.

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, Texas.

**EXHIBIT "A"**  
**Property Description and Depiction**

**BEING** a 57.075 Acre Tract of land situated in the D. Anglin Survey, Abstract Number 2, Collin County, Texas, and being all of a called 56.22 Acre Tract of land conveyed as "Tract One" to John Svenson, Traci Svenson, Orlin S. Svenson and Charles O. Svenson, in Volume 2651, Page 24; Volume 2651, Page 30; Volume 2651, Page 33 and Volume 2651, Page 36, Deed Records, Collin County, Texas. Said 57.075 Acre Tract, with bearing basis being grid North, Texas State Plane Coordinates, North Central Zone, NAD83 (NAD83(2011) Epoch 2010), determined by GPS observations, calculated from Dallas CORS ARP (PID-df8984) and Collin CORS ARP (PID-df8982), being more particularly described by metes and bounds as follows:

**BEGINNING** at 5/8 inch iron rod with yellow plastic cap stamped "JACOBS" set for the Northeast corner of said 56.22 Acre Tract and the Southeast corner of a 92.296 Acre Tract of land conveyed as "Tract 1" to World Land Developers, LP, as recorded in County Clerk's file No. 20070913001271380, Official Public Records, Collin County, Texas;

**THENCE**, South 00 degrees 54 minutes 45 seconds West, along the East line of said 56.22 Acre Tract, a distance of 1637.22 feet to a point for a Southeast corner of said 56.22 Acre Tract, said point being on the North line of a 15.51 Acre Tract of land conveyed to James L. Brannon and Peggy m. Brannon, as recorded in County Clerk's file No. 20160919001247770, Official Public Records, Collin County, Texas, from which a 1/2 inch iron rod found for the Northeast corner of said 15.51 Acre Tract and a Southeast corner of the remainder of an 8.25 Acre Tract of land conveyed as "Second Tract" to W.W. Tollett, as recorded in Volume 105, page 280, Deed Records, Collin County, Texas bears South 89 degrees 02 minutes 07 seconds East, a distance of 174.02 feet;

**THENCE**, along the South line of said 56.22 Acre Tract and said North line of 15.51 Acre Tract, the following courses and distances:

North 89 degrees 02 minutes 07 seconds West, a distance of 240.24 feet to a 5/8 inch iron rod with plastic cap stamped "Boundary Sol" found for corner;

South 01 degrees 52 minutes 31 seconds West, a distance of 592.17 feet to a 1/2 inch iron rod found for corner;

North 87 degrees 36 minutes 12 seconds West, a distance of 363.54 feet to a 1/2 inch iron rod found for a Southwest corner of said 56.22 Acre Tract, said point being on the East line of East Hubbard Properties, an addition to Collin County, Texas, as recorded in Cabinet G, Page 22, Plat Records, Collin County, Texas;

**THENCE**, North 00 degrees 00 minutes 43 seconds East, along a West line of said 56.22 Acre Tract and said East line of East Hubbard Properties, a distance of 761.55 feet to a 1/2 inch iron rod found for the Northeast corner of said East Hubbard Properties;

**THENCE**, North 89 degrees 29 minutes 20 seconds West, along the South line of said 56.22 Acre Tract and the North line of said East Hubbard Properties, passing at a distance of 780.56 feet a 5/8 inch iron rod found for the Northwest corner of said East Hubbard Properties, continuing along said South line of said 56.22 Acre Tract, in all a total distance of 840.83 feet to a point for the Southwest corner of said 56.22 Acre Tract and the Southeast corner of a 90.00 Acre Tract of land conveyed as "Tract 1" to Roy Brian Webb and Andrea Kay Campbell, as recorded in Volume 4761, Page 200, Deed Records, Collin County, Texas, said point being on the North line of Lot 19, Block B of Meadow Creek Estates, an addition to Collin County, Texas, as recorded in Cabinet G, Page 485, Plat Records, Collin County, Texas and being on approximate West right-of-way line of County Road No. 483 (a variable width prescriptive right-of-way);

**THENCE**, North 00 degrees 32 minutes 30 seconds East, along the West line of said 56.22 Acre Tract, the East line of said 90.00 Acre Tract and said West right-of-way line of County Road No. 483, a distance of 1474.64 feet to a point for the Northwest corner of said 56.22 Acre Tract;

**THENCE**, South 88 degrees 40 minutes 46 seconds East, along the North line of said 56.22 Acre Tract, passing at a distance of 0.56 feet a 1/2 inch iron rod found for the Southwest corner of aforesaid 92.296 Acre Tract, continuing along said North line of 56.22 Acre Tract, the South line of said 92.296 Acre Tract and with the approximate centerline of aforesaid County Road No. 483, in all a total distance of 1475.98 feet to a the **POINT OF BEGINNING** and containing 57.075 acres land, more or less.



Google Earth

**City of Lavon, Texas - Resolution No. 2018**

"Exhibit B-1" - Map of Annexation Area - 57.075 Acres

© 2018 Google



# CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: August 21, 2018

ITEM: 7 - B

**Item:**

Public Hearing, discussion and action regarding the request of the owner of certain property to voluntarily annex 30.485 acres in the Drury Anglin Survey, Abstract No. 2, Sheet 3, Tr 84 (Collin County CAD ID # 1250096), Collin County generally located west of Traditions at Grand Heritage, east of Traditions at Grand Heritage West and south of Windmill Estates and the annexation of the adjacent road and right-of-way into the City of Lavon.

- 1) Presentation of request.
- 2) **PUBLIC HEARING** to receive comments regarding the request.
- 3) Discussion and action regarding the request and accompanying Ordinance No. **2018-08-03**.

**Background:**

On June 19, 2018, the City received a request from landowner Bloomfield Homes LP for the voluntary annexation of 30.485 acres of land adjacent to the city limits. The property is presently vacant and undeveloped. On July 17, 2018, the City Council approved a Municipal Services Agreement with the property owner which has been fully executed.

***Code Excerpt:***

**TEXAS LOCAL GOVERNMENT CODE**

**SUBCHAPTER C-3. ANNEXATION OF AREA ON REQUEST OF OWNERS:  
TIER 2 MUNICIPALITIES**

Sec. 43.067. APPLICABILITY. This subchapter applies only to a tier 2 municipality.

Sec. 43.0671. AUTHORITY TO ANNEX AREA ON REQUEST OF OWNERS. Notwithstanding Subchapter C-4 or C-5, a municipality may annex an area if each owner of land in the area requests the annexation.

Sec. 43.0672. WRITTEN AGREEMENT REGARDING SERVICES. (a) The governing body of the municipality that elects to annex an area under this subchapter must first

negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area.

(b) The agreement must include:

(1) a list of each service the municipality will provide on the effective date of the annexation; and

(2) a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation.

(c) The municipality is not required to provide a service that is not included in the agreement.

Sec. 43.0673. PUBLIC HEARINGS. (a) Before a municipality may adopt an ordinance annexing an area under this section, the governing body of the municipality must conduct at least two public hearings.

(b) The hearings must be conducted not less than 10 business days apart.

(c) During the first public hearing, the governing body must provide persons interested in the annexation the opportunity to be heard. During the final public hearing, the governing body may adopt an ordinance annexing the area.

(d) The municipality must post notice of the hearings on the municipality's Internet website if the municipality has an Internet website and publish notice of the hearings in a newspaper of general circulation in the municipality and in the area proposed for annexation. The notice for each hearing must be published at least once on or after the 20th day but before the 10th day before the date of the hearing. The notice for each hearing must be posted on the municipality's Internet website on or after the 20th day but before the 10th day before the date of the hearing and must remain posted until the date of the hearing.

Added by Acts 2017, 85th Leg., 1st C.S., Ch. 6 (S.B. 6), Sec. 26, eff. December 1, 2017.

Pursuant to Texas Local Government Code, Section 43.1055, the City will undertake the annexation of any county road that is adjacent to or abutting the property proposed for annexation.

On July 17, 2018, the City Council directed that public hearings be scheduled for regular meetings on August 7, 2018 and August 21, 2018. This is the second and final of two public hearings.

Approval of the annexation is recommended.

**Attachments:**

1. Annexation Timeline
2. Location Exhibit
3. Proposed Ordinance

August 16, 2018

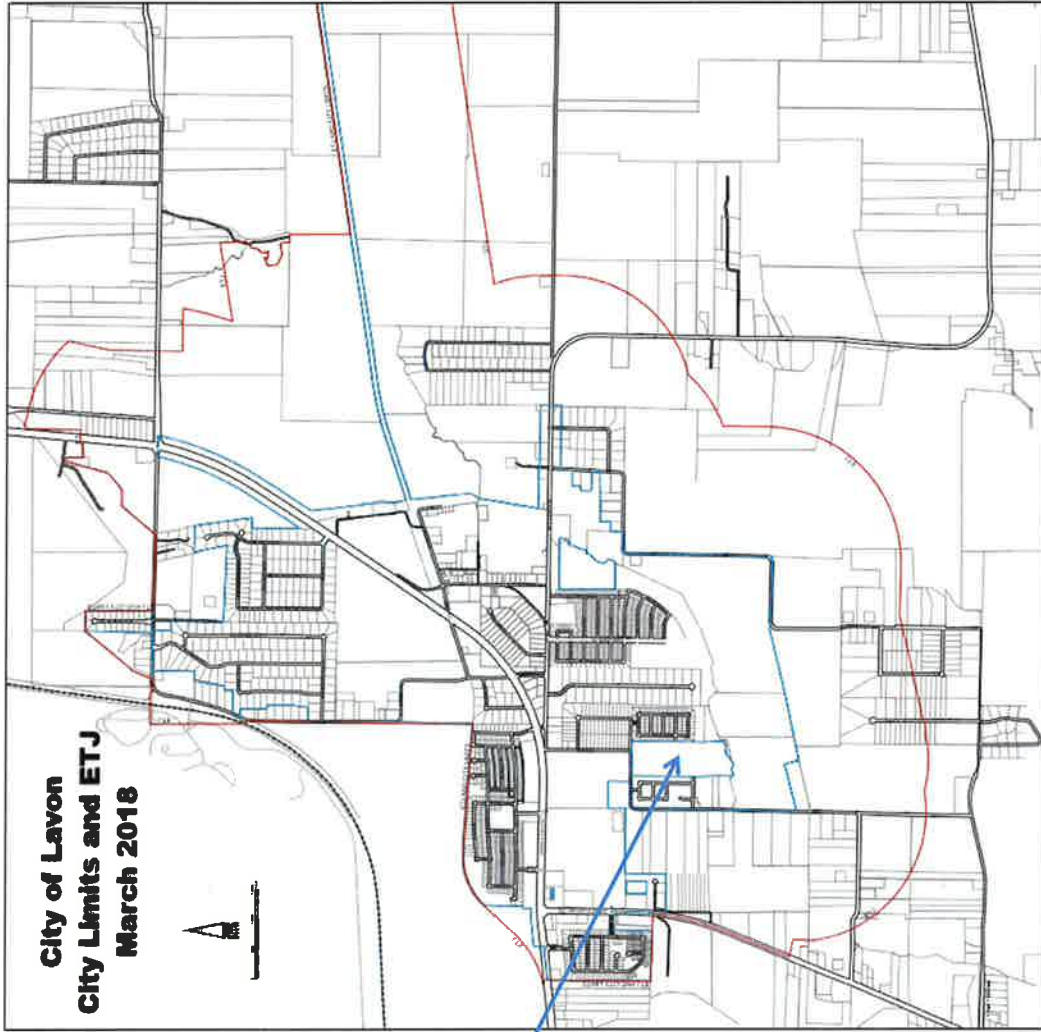


**City of Lavon, Texas**  
**30.485 acres**

**Tier 2 Municipality - Annexation of Area Exempt  
from the Annexation Plan Requirement  
including Annexation on Request of Area Landowners**

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- Jun 19 Request for Annexation submitted by landowner to the City
- Jul 17 Consider written service agreement
- Jul 17 Resolution of the City Council regrading municipal services agreement and schedule public hearings. 8/7 and 8/21 (at least 10 business days apart)
- Jul 20 Send notice of public hearings to newspaper for publication 7/25 and 8/8 (no more than 20 or less than 10 days of hearing)
- Jul 25 Publish notice of first hearing. §43.0673 (d). Obtain required affidavit of publication from newspaper.
- Post notice of first public hearing on website. §43.0673(d).
- Send written notice to public school district in the area to be annexed. §43.905.
- Send written notice to Collin County, NVFD, EMS, BCSUD (§ 43.9051)
- Aug 3 Post notice of first public hearing per Open Meetings Act.
- Aug 7 Hold first public hearing. §43.063.
- Aug 8 Publish notice of second hearing. §43.053. Obtain required affidavit of publication from newspaper.
- Post notice of second public hearing on website §43.063(c).
- Aug 17 Post notice of second public hearing per Open Meetings Act.
- Aug 17 Post notice of annexation ordinance consideration per Open Meetings Act.
- Aug 21 Hold second public hearing. §43.063.
- Aug 21 Consider Annexation Ordinance



**Annexation  
Location Exhibit**

**30.485 acres  
and adjacent  
right of way on CR 484**

**CITY OF LAVON**  
**ORDINANCE NO. 2018-08-03**

Annexation – 30.485 acres and CR 484 ROW – Traditions Phase 2

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY INTO THE CITY OF LAVON, COLLIN COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS AND REGULATIONS OF THE CITY; INCORPORATING AN EXECUTED MUNICIPAL SERVICES AGREEMENT; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION INCLUDING PUBLIC HEARINGS, NOTICES AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lavon, Texas (“City”) is authorized, pursuant to Chapter 43 of the Texas Local Government Code to annex territory and extend the corporate limits of the City, subject to state law; and

**WHEREAS**, on June 19, 2018, the City received a request from landowner Bloomfield Homes LP for the voluntary annexation of 30.485 acres of land adjacent to the city limits; and

**WHEREAS**, the City desires to annex certain territory described herein (the “Property”);  
and

**WHEREAS**, all of the Property described herein is contiguous to and within the exclusive extraterritorial jurisdiction of the City; and

**WHEREAS**, all required notices, all public hearings, and all requirements for such annexation have been provided, held, and met in accordance with applicable law; and

**WHEREAS**, a development agreement pursuant to Section 43.016 of the Texas Local Government Code was declined; and

**WHEREAS**, in accordance with Chapter 43 of the Texas Local Government Code, a Municipal Services Agreement has been executed; and

**WHEREAS**, the City Council of the City of Lavon finds and determines that annexation of the Property hereinafter described is in the best interests of the citizens of the City of Lavon and the owners and residents of the area.

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

SECTION 1. Findings. It is hereby officially determined that the findings and recitations contained above in the preamble of this ordinance are true and correct and are incorporated herein by reference.

SECTION 2. Annexation. That the following described territory, to wit:

**Being Collin County CAD ID# 1250096, a 30.485 acre tract of land situated in the D. Anglin Survey, Abstract No. 2, Sheet 3, Tract 84, adjacent to and located south of CR 484 (Geren) west of Traditions at Grand Heritage and the right-of-way of CR 484 adjacent to the above described property, within the extraterritorial jurisdiction of the City of Lavon, Collin County, Texas, described in the attached Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof.**

be and the same is hereby annexed into the City of Lavon, Collin County, Texas, and that the boundary limits of the City of Lavon, Texas, be and the same are hereby extended to include the above-described territory within the city limits of the City of Lavon, and that same shall hereafter be included within the territorial limits of said City and said land and the inhabitants thereof shall be hereafter entitled to all rights and privileges of all other citizens of the City of Lavon, Texas, and shall be bound by the ordinances, resolutions, acts and regulations of the City.

SECTION 3. Municipal Services Agreement. The City Council entered into a written Municipal Services Agreement with the property owner prepared in accordance with applicable provision of state law which is attached hereto as Exhibit "C" and is hereby incorporated herein by reference and adopted as part of this ordinance and the same shall govern the delivery of municipal services to the annexed territory.

SECTION 4. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Property as part of the City of Lavon. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

SECTION 5. Severability Clause. It is hereby declared by the City Council of the City of Lavon that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance.

SECTION 6. Cumulative Clause. This ordinance shall be cumulative of all provisions of ordinances of the City of Lavon except where the provisions of this ordinance are in direct

conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 7. Public Meeting. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

SECTION 8. Filing Instructions. The City Secretary is hereby directed to file a certified copy of this ordinance with the County Clerk of Collin County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 9. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval by the City Council of the City of Lavon, Texas.

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas, this 21<sup>st</sup> day of August, 2018.

\_\_\_\_\_  
Vicki Sanson, Mayor

**ATTEST:**

\_\_\_\_\_  
Kim Dobbs, City Administrator | City Secretary

**ORDINANCE NO. 2018-08-02**

**EXHIBIT A - FIELD NOTE DESCRIPTION OF AREA**

**BEING** a 30.485 acre tract of land situated in the Drury Anglin Survey, Abstract No. 2, Collin County, Texas, and being a parcel or tract of land described to Cape Cod Bank & Trust Company in deed recorded in Volume 2651, Page 27 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1/2 inch iron rod with red cap stamped "USA INC" found for corner, said rod being the Northeast corner of Traditions At Grand Heritage West an addition to the City of Lavon, as recorded in Volume 2017, Page 900 of the Deed Records of Collins County, Texas, said point being a dedicated right-of-way for County Road F.M. 484;

**THENCE** North 00 degrees 47 minutes 17 seconds East a distance of 30.16 feet to a point for corner, said point being in the approximate centerline of said County Road F. M. 484, (currently a variable-width prescriptive-by-use public right-of-way);

**THENCE** South 89 degrees 22 minutes 38 seconds East, along the approximate centerline of County Road F. M. 484, a distance of 555.40 feet to a 1/2 inch iron rod with red cap stamped "USA INC." found for corner, said point being a point for the Southerly right-of-way line for Windmill Drive (50 foot right-of-way);

**THENCE** South 89 degrees 00 minutes 06 seconds East, along said Southerly right-of-way line of Windmill Drive a distance of 131.60 feet to a 1/2 inch iron rod with red cap stamped "USA INC" found for corner, said point being the Northwest corner of Traditions At Grand Heritage an addition to the City of Lavon, as recorded in Volume 2016, Page 689, of the Deed Records of Collins County, Texas;

**THENCE** South 00 degrees 47 minutes 17 seconds West departing the Southerly right-of-way line of said Windmill Drive, and along the Easterly line of said Cape Cod tract, and along the Westerly line of said Traditions At Grand Heritage, and passing a 1/2 inch iron rod with red cap stamped "USA INC" at a distance of 1,279.93 feet found for the Northwest corner of an H.O.A., P.A.E.D.E., S.S.E. & W.E tract, and passing a distance of 197.64 a 1/2 inch iron rod with red cap stamped "USA INC" for the Northwest corner of a tract of land described in deed to City of Lavon Collins County, Texas as recorded in Document Number 20060725001041390 of the Official Public Records, Collins County, Texas, for a total distance of 1,832.19 feet to a point for corner, said point being the Southeast corner of said Cape Cod tract and the Northerly line of a tract of and described in deed to John David Sanders as recorded in Volume 4589, Page 1490 of the Deed Records, Collins County, Texas, said point also being along the approximate centerline of Bear Creek;

**THENCE** South 74 degrees 24 minutes 58 seconds West along said approximate centerline of Bear Creek and the Northerly line of said Sanders tract and the Southerly line of said Cape Cod tract a distance of 716.06 feet to a point for corner, said point being in the Southwest corner of

said Cape Cod tract and the Southeast line of a tract of land described in deed to Bear Creek Windmill LP as recorded in Volume 5467, Page 695 of the Deed Records, Collins County, Texas;

**THENCE** North 00 degrees 47 minutes 17 seconds East passing a 1/2 inch iron rod with red cap stamped "USA INC" at a distance of 745.11 for the Southeast corner of said Traditions At Grand Heritage West said point being the Northeast corner of said Bear Creek Windmill LP tract and being along the Westerly line of said Cape Cod tract and being along the Easterly line of said Traditions At Grand Heritage West tract for a total distance of 2,002.75 feet to the **POINT OF BEGINNING** and containing 1,327,916 square feet or 30.485 acres of land, more or less.



**ORDINANCE NO. 2018-08-02**

**EXHIBIT C – MUNICIPAL SERVICES AGREEMENT**

**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 SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

STATE OF TEXAS            )  
  )  
COUNTY OF COLLIN        )

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE  
MUNICIPAL SERVICES AGREEMENT**

This Municipal Services Agreement ("Agreement") is entered into pursuant to Section 43.0672 of the Texas Local Government Code by and between the City of Lavon, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property. City and Owner may be referred individually as a "Party" and collectively referred to as the "Parties."

**WHEREAS**, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, legally described to Cape Cod Bank & Trust Company in deed recorded in Volume 2651, Page 27 of the Deed Records of Collin County, Texas, containing 30.485 acres, more or less, and more particularly described on Exhibit "A" attached hereto; and

**WHEREAS**, the Parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code in order to address the provision of municipal services to be offered to the Property on the date of annexation, and a schedule that includes the period within which the City will provide any municipal service that is not provided on the effective date of annexation, as shown in Exhibit "B" attached hereto; and

**WHEREAS**, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

**WHEREAS**, this Agreement is to be recorded in the Real Property Records of Collin County.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

**Section 1.** The City acknowledges and agrees that it shall provide the municipal services listed in Exhibit "B" to the Property pursuant to Chapter 43 of Texas Local Government Code upon annexation of the Property.

**Section 2.** The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person

**claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.**

**Section 3.** The Owner agrees and stipulates that such annexation of the Property is voluntary, and the Owner has submitted a petition for such annexation to the City. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken. Owner acknowledges and stipulates that this Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

**Section 4.** The Parties acknowledge and agree that nothing in this Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed Property, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of municipal service. Furthermore, the Parties acknowledge and agree that this Agreement will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

**Section 5.** The Owner acknowledges that the City's codes, ordinances, regulations and policies ("Regulations") that apply throughout the City, including the Property, may be reviewed at City Hall and at <http://cityoflavon.com/code-regulations.htm> and shall adhere to all such regulations in development of the Property.

**Section 6.** This Agreement shall be valid for a term of ten (10) years. Renewal of the Agreement shall be at the discretion of the City Council and must be approved by ordinance. The Owner agrees that this Agreement may be amended without the written consent or knowledge of the Owner if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Agreement unworkable or obsolete. Furthermore, the Owner acknowledges and agrees that the City Council may amend the services provided under this Agreement without the written consent of the Owner in order to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances existing pursuant to the Local Government Code or other Texas or Federal laws that make this Agreement unworkable, obsolete or unlawful.

**Section 7.** Owner acknowledges and agrees that pursuant to the Development Agreement, the Property to be annexed will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances. Owner acknowledges and agrees that any subsequent rezoning of the Property will be pursuant to the Regulations of the City.

**Section 8.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in

accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

To City:

City of Lavon  
Attn: City Administrator  
P.O. Box 340  
Lavon, TX 75166

With Copy to:

Messer, Rockefeller & Fort, P.L.L.C.  
Attn: Wm. Andrew Messer  
6371 Preston Road, Suite 200  
Frisco, Texas 75034

To Owner:

**Section 9.** A certified copy of this Agreement shall be recorded in the real property records of Collin County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

**Section 10.** If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

**Section 11.** This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability. Owner acknowledges and agrees that the only recourse against the City for breach or default of the Agreement is disannexation for failure to provide services pursuant to Chapter 43 of the Texas Local Government Code.

**Section 12.** Owner and City acknowledge and expressly agree that no subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

**Section 13.** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be only in Collin County, Texas.

**Section 14.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 15.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, 4 and 11 herein.

**Section 16.** This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

**Section 17.** The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

**Section 18.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this 17 day of July, 2018.

**SIGNATURES ON FOLLOWING PAGE(S)**

CITY OF LAVON

By: Vicki Sanson

Name: Vicki Sanson

Title: Mayor

Date: 7-17-18

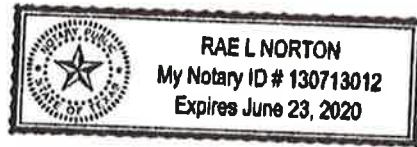


THE STATE OF TEXAS §

COUNTY OF Collin §

This instrument was acknowledged before me on July 17, 2018, by Vicki Sanson, Mayor of the City of Lavon, Texas on behalf of said City.

Rae L Norton  
Notary Public in and for the State of TEXAS



**OWNER: Bloomfield Homes, L.P.**  
A Texas Limited Partnership  
By: Bloomfield Properties, Inc.,  
Texas Corporation, General Partner

Signed: [Signature]  
Stephen J Corradi, Attorney in Fact

THE STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen J. Corradi, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 10 day of July, 2018.

[Signature]  
Notary Public in and for the State of TEXAS



**EXHIBIT "A"**  
**Property Description and Depiction**

**BEING** a 30.485 acre tract of land situated in the Drury Anglin Survey, Abstract No. 2, Collin County, Texas, and being a parcel or tract of land described to Cape Cod Bank & Trust Company in deed recorded in Volume 2651, Page 27 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1/2 inch iron rod with red cap stamped "USA INC" found for corner, said rod being the Northeast corner of Traditions At Grand Heritage West an addition to the City of Lavon, as recorded in Volume 2017, Page 900 of the Deed Records of Collins County, Texas, said point being a dedicated right-of-way for County Road F.M. 484;

**THENCE** North 00 degrees 47 minutes 17 seconds East a distance of 30.16 feet to a point for corner, said point being in the approximate centerline of said County Road F. M. 484, (currently a variable-width prescriptive-by-use public right-of-way);

**THENCE** South 89 degrees 22 minutes 38 seconds East, along the approximate centerline of County Road F. M. 484, a distance of 555.40 feet to a 1/2 inch iron rod with red cap stamped "USA INC." found for corner, said point being a point for the Southerly right-of-way line for Windmill Drive (50 foot right-of-way);

**THENCE** South 89 degrees 00 minutes 06 seconds East, along said Southerly right-of-way line of Windmill Drive a distance of 131.60 feet to a 1/2 inch iron rod with red cap stamped "USA INC" found for corner, said point being the Northwest corner of Traditions At Grand Heritage an addition to the City of Lavon, as recorded in Volume 2016, Page 689, of the Deed Records of Collins County, Texas;

**THENCE** South 00 degrees 47 minutes 17 seconds West departing the Southerly right-of-way line of said Windmill Drive, and along the Easterly line of said Cape Cod tract, and along the Westerly line of said Traditions At Grand Heritage, and passing a 1/2 inch iron rod with red cap stamped "USA INC" at a distance of 1,279.93 feet found for the Northwest corner of an H.O.A., P.A.E.D.E., S.S.E. & W.E tract, and passing a distance of 197.64 a 1/2 inch iron rod with red cap stamped "USA INC" for the Northwest corner of a tract of land described in deed to City of Lavon Collins County, Texas as recorded in Document Number 20060725001041390 of the Official Public Records, Collins County, Texas, for a total distance of 1,832.19 feet to a point for corner, said point being the Southeast corner of said Cape Cod tract and the Northerly line of a tract of and described in deed to John David Sanders as recorded in Volume 4589, Page 1490 of the Deed Records, Collins County, Texas, said point also being along the approximate centerline of Bear Creek;

**THENCE** South 74 degrees 24 minutes 58 seconds West along said approximate centerline of Bear Creek and the Northerly line of said Sanders tract and the Southerly line of said Cape Cod tract a distance of 716.06 feet to a point for corner, said point being in the Southwest corner of said Cape Cod tract and the Southeast line of a tract of land described in deed to Bear Creek Windmill LP as recorded in Volume 5467, Page 695 of the Deed Records, Collins County, Texas;

**THENCE North 00 degrees 47 minutes 17 seconds East passing a 1/2 inch iron rod with red cap stamped "USA INC" at a distance of 745.11 for the Southeast corner of said Traditions At Grand Heritage West said point being the Northeast corner of said Bear Creek Windmill LP tract and being along the Westerly line of said Cape Cod tract and being along the Easterly line of said Traditions At Grand Heritage West tract for a total distance of 2,002.75 feet to the POINT OF BEGINNING and containing 1,327,916 square feet or 30.485 acres of land, more or less.**

**EXHIBIT "B"**  
**Municipal Service Plan**

**CITY OF LAVON**  
**ANNEXATION SERVICE PLAN**

**PUBLIC SAFETY SERVICES**

**FIRE SERVICES**

**Existing Services:** Nevada Volunteer Fire Department

**Services to be Provided:** On the effective date of annexation, fire suppression will be available to the area at the same or similar level as is provided to other areas of the City. Primary fire response will be provided by the Lavon Volunteer Fire Department (LVFD). Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshal's office as needed. The LVFD is party to several Mutual Aid Agreements with area volunteer departments that will provide back-up service as appropriate.

**POLICE SERVICES**

**Existing Services:** Currently, the area is under the jurisdiction of the Collin County Sheriff's Office.

**Services to be Provided:** On the effective date of annexation, the City of Lavon Police Department will extend regular and routine patrol and police services to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

**EMERGENCY MEDICAL SERVICES**

**Existing Services:** None

**Services to be Provided:** On the effective date of annexation, the area will become a part of the area served by the Southeast Collin County EMS/Ambulance Coalition and ambulance service will be provided pursuant to the City's contract for services. Services can be provided within the current budget appropriation.

**CODE ENFORCEMENT SERVICES**

**Existing Services:** None

**Services to be Provided:** On the effective date of annexation, any inspection services now provided by the City (building, electrical, plumbing, gas, housing, health, etc.) will be provided in the annexed area. Services can be provided within the current budget appropriation.

**MUNICIPAL SERVICES**

**PLANNING & ZONING SERVICES**

**Existing Services:** None

**Services to be Provided:** On the effective date of annexation, the planning and zoning jurisdiction of the City will extend to the annexed area. City planning will thereafter encompass the annexed area. Services can be provided within the current budget appropriation.

## **STORM DRAINAGE SERVICES**

**Existing Services:** None

**Services to be Provided:** On the effective date of annexation, the City of Lavon will include the annexed area in its service area for drainage services at the same or similar level as is provided to other areas of the City, taking into account different characteristics of topography, land uses and population density. Services will include, but are not limited to: routine review and monitoring of culverts and storm sewers; flood plain design and assistance; and engineering review as the area relates to the City as a whole. Services can be provided within the current budget appropriation.

## **STREET SERVICES**

**Existing Services:** County Road Maintenance

**Services to be Provided:** On the effective date of annexation, the City of Lavon will provide maintenance for streets in accordance with existing City ordinances, resolutions and regulations. Municipal services will include, but are not limited to: routine maintenance, street lighting, ice and snow monitoring of major thoroughfares, and assessment of street conditions for long-term maintenance scheduling. As streets are constructed in undeveloped portions of the annexed area, the appropriate City ordinances, resolutions and regulations of the City shall apply. Services can be provided within the current budget appropriation.

## **TRANSPORTATION AND TRAFFIC SERVICES**

**Existing Services:** None

**Services to be Provided:** On the effective date of annexation, the City of Lavon will join Collin County and the State of Texas Department of Transportation in providing transportation-planning services to the annexed area. The area will be included in the City of Lavon's Thoroughfare Plan and will receive an enhanced voice in the Transportation Planning Process through the City of Lavon's representation on regional planning teams. Services can be provided within the current budget appropriation.

## **PARKS SERVICES**

**Existing Services:** None

**Services to be Provided:** On the effective date of annexation, all of the city's parks and recreation facilities shall be available for use by residents of the annexed area. The annexed area will be included in the park planning processes. Services can be provided within the current budget appropriation.

## **UTILITY SERVICES**

### **SOLID WASTE COLLECTION SERVICES**

**Existing Services:** None

**Services to be Provided:** On the effective date of annexation, the City of Lavon will provide solid waste collection and recycling services. Service is provided in accordance with City regulations and is provided as a fee-based service per contract with a private provider. Service requests and billing are administered through the City. Service shall comply with existing City policies.

### **WATER SERVICES**

**Existing Services:** Bear Creek Special Utility District

**Services to be Provided:** Water service shall continue to be provided to the annexed area by a special utility district in accordance with existing State laws, City ordinances, resolutions, regulations and policies. Construction of water utility-related facilities will be built in accordance with the City of Lavon construction standards.

### **SANITARY SEWER SERVICES**

**Existing Services:** None

**Services to be Provided:** On the effective date of annexation, sanitary sewer service will be provided in accordance with applicable codes and departmental policy. Upon completion of construction and dedication of sanitary sewer facilities, including off-site facilities, the City shall assume maintenance and service responsibilities for the sanitary sewer system in the annexed area in accordance with existing City ordinances, resolutions regulations and policies.

### **MISCELLANEOUS SERVICES**

On the effective date of annexation, all other applicable municipal services will be provided to the area in accordance with the City of Lavon's established policies governing extension of municipal services to newly annexed areas.

**REQUEST FOR ANNEXATION**  
**BY AREA LANDOWNERS**

TO THE MAYOR OF THE GOVERNING BODY OF THE CITY OF LAVON, TEXAS:

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, hereby requests pursuant to Texas Local Government Code Section 43.0671 that your honorable Body extend the present city limits so as to include as part of the City of Lavon, Texas, the territory, described by metes and bounds in Exhibit A and depicted on the map in Exhibit B.

The owner certifies that the above described tract of land is contiguous and adjacent to the City of Lavon, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in the land.

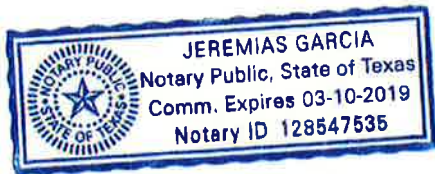
Bloomfield Homes, L.P.  
A Texas Limited Partnership  
By: Bloomfield Properties, Inc.,  
Texas Corporation, General Partner

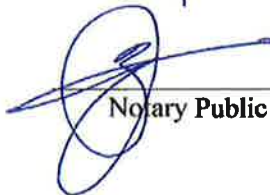
Signed:   
Stephen J. Corradi, Attorney in Fact

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF TARRANT   §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen J Corradi, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 10 day of July, 2018.



  
Notary Public in and for the state of Texas

**EXHIBIT "A"**  
**FIELD NOTE DESCRIPTION OF AREA**

**BEING** a 30.485 acre tract of land situated in the Drury Anglin Survey, Abstract No. 2, Collin County, Texas, and being a parcel or tract of land described to Cape Cod Bank & Trust Company in deed recorded in Volume 2651, Page 27 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

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**THENCE** North 00 degrees 47 minutes 17 seconds East a distance of 30.16 feet to a point for corner, said point being in the approximate centerline of said County Road F. M. 484, (currently a variable-width prescriptive-by-use public right-of-way);

**THENCE** South 89 degrees 22 minutes 38 seconds East, along the approximate centerline of County Road F. M. 484, a distance of 555.40 feet to a 1/2 inch iron rod with red cap stamped "USA INC." found for corner, said point being a point for the Southerly right-of-way line for Windmill Drive (50 foot right-of-way);

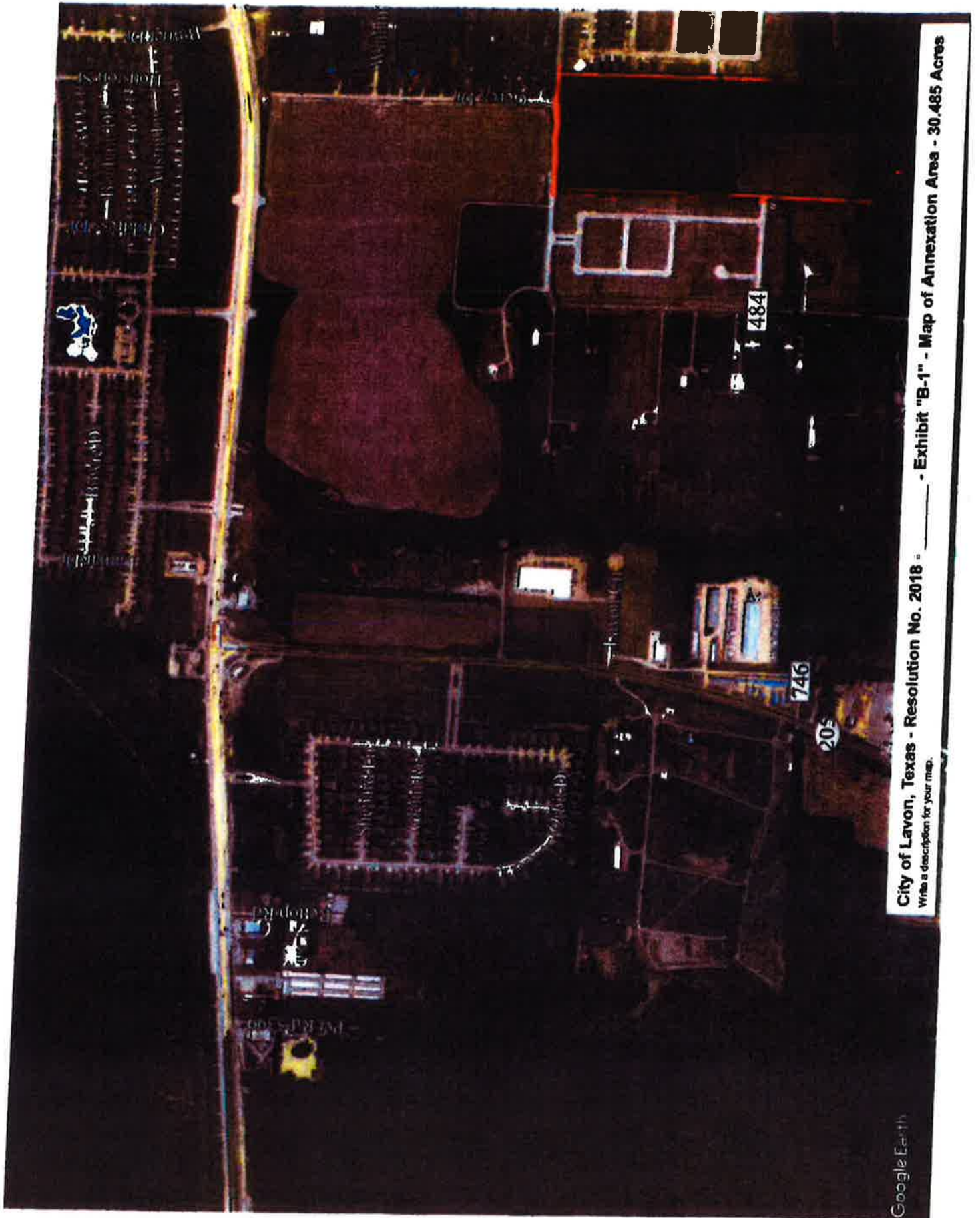
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**THENCE** South 00 degrees 47 minutes 17 seconds West departing the Southerly right-of-way line of said Windmill Drive, and along the Easterly line of said Cape Cod tract, and along the Westerly line of said Traditions At Grand Heritage, and passing a 1/2 inch iron rod with red cap stamped "USA INC" at a distance of 1,279.93 feet found for the Northwest corner of an H.O.A., P.A.E.D.E., S.S.E. & W.E tract, and passing a distance of 197.64 a 1/2 inch iron rod with red cap stamped "USA INC" for the Northwest corner of a tract of land described in deed to City of Lavon Collins County, Texas as recorded in Document Number 20060725001041390 of the Official Public Records, Collins County, Texas, for a total distance of 1,832.19 feet to a point for corner, said point being the Southeast corner of said Cape Cod tract and the Northerly line of a tract of and described in deed to John David Sanders as recorded in Volume 4589, Page 1490 of the Deed Records, Collins County, Texas, said point also being along the approximate centerline of Bear Creek;

**THENCE** South 74 degrees 24 minutes 58 seconds West along said approximate centerline of Bear Creek and the Northerly line of said Sanders tract and the Southerly line of said Cape Cod tract a distance of 716.06 feet to a point for corner, said point being in the Southwest corner of said Cape Cod tract and the Southeast line of a tract of land described in deed to Bear Creek

Windmill LP as recorded in Volume 5467, Page 695 of the Deed Records, Collins County, Texas;

**THENCE** North 00 degrees 47 minutes 17 seconds East passing a 1/2 inch iron rod with red cap stamped "USA INC" at a distance of 745.11 for the Southeast corner of said Traditions At Grand Heritage West said point being the Northeast corner of said Bear Creek Windmill LP tract and being along the Westerly line of said Cape Cod tract and being along the Easterly line of said Traditions At Grand Heritage West tract for a total distance of 2,002.75 feet to the **POINT OF BEGINNING** and containing 1,327,916 square feet or 30.485 acres of land, more or less.



City of Lavon, Texas - Resolution No. 2018 - Exhibit "B-1" - Map of Annexation Area - 30,485 Acres  
Write a description for your map.

Google Earth



**CITY OF LAVON  
CITY COUNCIL  
Agenda Brief**

**MEETING: August 21, 2018**

**ITEM: 7 – C**

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**Item:**

Discussion and action regarding the application of Bloomfield Homes, LP for a zoning change from Temporary Agricultural (A) to Planned Development–Single Family (PD-SF) zoning district for 111 lots on 30.485 acres situated in the Drury Anglin Survey, Abstract No. 2 described as Cape Cod Bank and Trust Company in Deed recorded in Vol. 2651, pg. 27, Collin County, TX, (CCAD ID# 1250096) situated west of Traditions at Grand Heritage, east of Traditions at Grand Heritage West, and south of Windmill Estates, Lavon, TX and accompanying Ordinance No. **2018-08-04**.

*Note: a Public Hearing was conducted on August 7, 2018*

**Background:**

**Application Information**

**Owner(s):** Bloomfield Homes, LP

**Applicant:** Mike Gavin.

**Location:** West of Traditions at Grand Heritage (GH), east of Traditions at GH West and South of Windmill Estates

**Description:** Drury Anglin Survey, Abstract No. 2, CCAD property ID 1250096 Collin County, Texas (30.485 acres combined)

**Current Zoning:** Pending annexation, the property will be Temporary Agricultural

**Request:** Planned Development - Single Family (PD-SF) Residential

**Request Details**

The property owner requested annexation by the City of Lavon and the City Council called for public hearings to be set regarding the proposed annexation on August 7, 2018 and August 21, 2018. In conjunction with the annexation, the property owner has requested zoning to be processed concurrently.

The applicant/owner developed the properties directly east and west of the subject property and has indicated a desire to develop the proposed development similarly. Both Traditions at GH and

Traditions at GH West contain roads that were intentionally stubbed out to provide cross access to the proposed development. The property will not be a part of the Grand Heritage Public Improvement District or Tax Reinvestment Zone (TIF). The property owner has indicated a desire to join into the GH Homeowners Association and develop the property in keeping with the standards of the existing adjacent GH properties.

At the July 17, 2018 City Council meeting a representative of Bloomfield Homes stated that the owner hoped to be able to preserve a buffer of the existing trees on the eastern and western boundaries of the property.

On August 7, 2018, the City Council conducted a public hearing to receive input on the proposed zoning change.

**Zoning:** A concept plan and development standards were submitted and have been reviewed. The applicant's engineer has worked with the City staff and engineer to address all review notes.

**Floodplain:** The property that is subject of the request will not encroach into or reclaim existing floodplain.

**Road Connection:** All road frontage for access is on CR 484 (Geren) and with internal connector streets. The location of the entry drive is one outstanding item. Installation of storm drainage facilities may serve to improve area drainage conditions.

#### **Staff Notes**

The requisite public hearing notice was published and posted, zoning change signs placed and seventy-two (72) neighbor notices were mailed to owners of property located within 200 feet of the applicant's property. Five (5) notices were returned in opposition to the request.

#### ***Planning and Zoning Commission Action:***

**MOTION: RECOMMEND APPROVAL OF THE APPLICATION OF BLOOMFIELD HOMES, LP FOR A ZONING CHANGE FROM TEMPORARY AGRICULTURAL (A) TO PLANNED DEVELOPMENT-SINGLE FAMILY (PD-SF) ZONING DISTRICT FOR 111 LOTS ON 30.485 ACRES SITUATED IN THE DRURY ANGLIN SURVEY, ABSTRACT NO. 2 DESCRIBED AS CAPE COD BANK AND TRUST COMPANY IN DEED RECORDED IN VOL. 2651, PG. 27, COLLIN COUNTY, TX, (CCAD PROPERTY ID 1250096) SITUATED WEST OF TRADITIONS AT GRAND HERITAGE, EAST OF TRADITIONS AT GRAND HERITAGE WEST, AND SOUTH OF WINDMILL ESTATES, LAVON, TX.**

**MOTION MADE:** NABORS

**SECONDED:** TIEGS

**APPROVED:** UNANIMOUS (Absent ORMSBY)

- Attachments:**
1. Application
  2. Location Exhibits
  3. Review Notes and Correspondence
  4. Neighbor Notice and Database
  5. Neighbor Responses
  6. Proposed Ordinance

August 16, 2018



General Partner  
Bloomfield Properties  
Vice President  
Jeffrey M. Stewart

### CITY OF LAVON

120 School Road P.O. Box 340  
Lavon, TX 75166  
Phone (972) 843-4220 Fax (972) 843-0397  
leann.mcclendon@cityoflavon.org

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#### Request for a Change in Zoning

Fee: \$300.00 plus \$10.00 per acre on a tract of land  
**30.485 Acres x \$10 plus \$300 = \$604.85**

**Bloomfield Homes, LP**

**June 13, 2018**

---

Applicants Name  
**Mike Gavin**

---

Date  
**817-416-1572**

---

Representative or Agent  
**1050 East Highway 114, Suite 210**

---

Phone Number  
**Southlake, Texas 76092**

---

Street City, State, Zip  
**South of Intersection of Geren Road and Windmill Drive**

---

Location of Property  
**30.485 Acres situated in the Drury Anglin Survey,  
Abstract No. 2 described as the Cape Cod Bank and Trust  
Company in Deed recorded in Vol. 2651, Pg. 27  
Collin County, Texas** **Agriculture**

---

Legal Description of Property Current Zoning

Check which zoning category you wish to change to:

Lot Size:  1/2 acre or more  3/4 acre or more  1 acre or more

**X -Planned Development District**

**RECEIVED**  
**JUN 19 2018**  
**CITY OF LAVON**



Timothy M. Stewart  
Vice President  
Bloomfield Properties, Inc.  
General Partner

Signature of Applicant : 

\* Cost shall include: Actual cost to City plus a 10% administrative fee. These fees are in addition to required permit fee.

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**For Office Use Only**

Date Received: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Fee Paid: \_\_\_\_\_

Next P & Z Meeting: \_\_\_\_\_ Next City Council Meeting: \_\_\_\_\_

**CITY OF LAVON**

120 School Road P.O. Box 340 Lavon,  
TX 75166

Phone (972) 843-4220 Fax (972) 843-0396

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**Authorization of Representation**

Date: 6-14-18

To the City of Lavon  
Collin County, Texas

This letter will serve as notice that ~~I~~we, Bloomfield Homes, LP.  
~~am~~are the owner(s) of record of the property described in the attached survey  
documentation, submitted with this form, and do hereby authorize  
\_\_\_\_\_ to represent me (us) and my (our)  
interests in the property described in the attached exhibits(s) for the expressed purpose  
of this request.

  
Signature (Owner)



NOT  
W  
18  
0

The State of Texas  
County of Tarrant  
City of Lavon

Timothy M. Stewart  
Vice President  
Bloomfield Properties, Inc  
General Partner

Before me, the undersigned authority, appeared \_\_\_\_\_

on this the 14th day of June, 2018.



(notary seal)

Notary Public in and for Tarrant County, Texas

### CITY OF LAVON

120 School Road P.O. Box 340  
Lavon, TX 75166

Phone (972) 843-4220 Fax (972) 843-0397  
leann.mcclendon@cityoflavon.org

### Declaration of Ownership

Date: June 13, 2018

To the City of Lavon  
Collin County, Texas

This letter will serve as notice that **Bloomfield Homes, LP** is the owner of record of the property described in the attached survey documentation, submitted with this form, for the purpose of any future proposed request(s) relating to this property.



Timothy M. Stewart  
Vice President  
Bloomfield Properties, Inc.  
General Partner

*[Handwritten signature]*

Signature (Owner)

**Timothy M. Stewart**  
**Vice President**  
**Bloomfield Properties, Inc.**  
**General Partner**

The State of Texas  
County of Tarrant

Before me, the undersigned authority, appeared \_\_\_\_\_

on this the 14th day of JUNE, 2018.



(notary seal)

Notary Public in and for Tarrant County, Texas

**PD- Planned Development District No. \_\_\_\_\_**

**AKA - Traditions at Grand Heritage Phase 2  
City of Lavon, Texas**

**I. GENERAL PURPOSE AND DESCRIPTION**

This Planned Development District ("PD") will allow for the development of a Single Family Subdivision that is similar in nature to that of the existing subdivisions directly adjacent to the east and west of subject property, being the Traditions at Grand Heritage and the Traditions at Grand Heritage West, respectively. The purpose of the PD is to allow for a mix of lot sizes, home sizes and styles. The Final Plat shall provide for land dedication to the City of Lavon on the south side of the property below the single family platted lots. Screening, landscape and becoming a part of the Grand Heritage Homeowners Association will be a part of this PD.

**II. PROPERTY DESCRIPTION**

This approximate 30.485 acre tract of land (the "Property") is located generally south of the intersection of Geren Road and Windmill Drive, between the Traditions at Grand Heritage and the Traditions at Grand Heritage West, as shown on the Location Map attached hereto, as **Exhibit "A"** and more particularly described by metes and bounds, attached hereto as **Exhibit "B"**.

**III. CONCEPT PLAN**

The Concept Plan attached as **Exhibit "C"** (as amended, the "Concept Plan") illustrates the general lot sizes, street/block layouts and City of Lavon land dedication. The City Manager or his/her designee may approve changes to the Concept Plan that do not alter the uses permitted or increase the density permitted by this PD, and that otherwise generally comply with all applicable zoning regulations.

**IV. DEVELOPMENT STANDARDS**

**A)** The design and development of the Property shall generally comply with the Concept Plan attached hereto as Exhibit "C" and the standards of this Planned Development Ordinance. The maximum number of single family lots contained within the PD metes and bounds will not exceed 115 lots.

There shall be three (3) single family residential lot sizes as follows: Sizes "A", "B" and "C". The general location of each of the lot sizes are shown on the Concept Plan, attached hereto as Exhibit "C". The final lot size and location of each lot shall be determined as shown on the Final Plat.

The standards set forth below shall be the exclusive lot sizes, setbacks, building heights, lot coverages, and dwelling unit size regulations for the single family detached residential products within this development. Lot coverage shall be measured as the building slab footprint, roof eaves and all other minor ordinary building projections are excluded. Fences, landscaping, retaining walls, lighting, HVAC units, utility meters, pedestals and other utility-related equipment may be located in the side yard.

### **1. SIZE "A" SINGLE FAMILY RESIDENTIAL LOT DEVELOPMENT STANDARDS**

Minimum Lot Width at Front Building Line = 60 feet  
Minimum Lot Frontage at ROW = 30 feet  
Minimum Lot Depth on Lot Perpendicular to Street = 105 feet  
Minimum Lot Depth at Centerline of the Lot on Elbows/Curves = 95 feet  
Minimum Gross Lot Area = 6,300 square feet  
Minimum Front Yard Setback = 20 feet  
Minimum Interior Side Yard = 5 feet  
Minimum Side Yard on Corner Lot Adjacent to a Street ROW = 10 feet  
Minimum Rear Yard Setback = 5 feet  
Maximum Lot Coverage = Sixty Percent (60%)  
Maximum Height = Thirty Five Feet (35') or 2 ½ Stories  
Minimum Dwelling Unit Size = 1,500 air conditioned square feet  
Porches, bay windows, awnings, balconies, masonry clad chimneys, or other such architectural features may encroach into the front yard setback no more than six feet (6') towards the adjacent Street ROW.  
Front entry, enclosed two car garage shall be permitted on all Lots. Face of Garage Door to be a minimum of twenty feet (20') from ROW.  
Minimum Percentage of Size "A" Lots = 15%

## **2. SIZE "B" SINGLE FAMILY RESIDENTIAL LOT DEVELOPMENT STANDARDS**

Lot Widths at Front Building Line = 51 feet to 59'  
Minimum Lot Frontage at ROW = 30 feet  
Minimum Lot Depth on Lot Perpendicular to Street = 105 feet  
Minimum Lot Depth at Centerline of the Lot on Elbows/Curves = 95 feet  
Minimum Gross Lot Area = 5,750 square feet  
Minimum Front Yard Setback Measured from the Street ROW = 20 feet  
Minimum Interior Side Yard = 5 feet  
Minimum Side Yard on Corner Lot Adjacent to a Street ROW = 10 feet  
Minimum Rear Yard Setback = 5 feet  
Maximum Lot Coverage = Sixty Percent (60%)  
Maximum Height = Thirty Five Feet (35') or 2-1/2 Stories  
Minimum Dwelling Unit Size = 1,500 air conditioned square feet  
Porches, bay windows, balconies, masonry clad chimneys, or other such architectural features may encroach into the front yard setback no more than six feet (6') towards the adjacent Street ROW.  
Front entry, enclosed two car garage shall be permitted on all Lots. Face of Garage Door to be a minimum of twenty feet (20') from ROW.  
Minimum Percentage of Size "B" Lots = 15%

## **3. SIZE "C" SINGLE FAMILY RESIDENTIAL LOT DEVELOPMENT STANDARDS**

Minimum Lot Width at Front Building Line = 50 feet  
Minimum Lot Frontage at ROW = 30 feet  
Minimum Lot Depth on Lot Perpendicular to Street = 105 feet  
Minimum Lot Depth at Centerline of Lot on Elbows/Curves = 95 feet  
Minimum Gross Lot Area = 5,250 square feet  
Minimum Front Yard Setback Measured from the Street ROW = 20 feet  
Minimum Interior Side Yard = 5 feet  
Minimum Side Yard on Corner Lot Adjacent to a Street ROW = 10 feet  
Minimum Rear Yard Setback = 5 feet  
Maximum Lot Coverage = Sixty Percent (60%)  
Maximum Height = Thirty Five Feet (35') or 2-1/2 stories  
Minimum Dwelling Unit Size = 1,500 air conditioned square feet  
Porches, bay windows, balconies, masonry clad chimneys, or other such architectural features may encroach into the front yard setback no more than six feet (6') towards the adjacent Street ROW.  
Front entry, enclosed two car garage shall be permitted on all Lots. Face of Garage Door to be a minimum of twenty feet (20') from ROW.  
Minimum Percentage of Size "C" Lots = 60%

**B) House Elevations** – The same home plan elevation shall not be repeated more frequently than every fourth lot on the same side of the street.

**C) Sidewalks** – The homebuilder will build sidewalks per the City of Lavon standards. The developer will build sidewalk along CR484 and along the frontage of any HOA lot within the addition per the City of Lavon standards.

**D) Residential Street Offsets** – The minimum distance from the centerline of an existing residential street to the centerline of a proposed residential street shall not be less than one hundred (100') feet.

**E) Screening, Landscaping along CR484** – A six (6') foot wooden fence with columns similar to the existing treatments completed on the adjacent subdivisions along with similar landscaping will be installed. HOA will maintain.

**F) Clearing** – Due to the natural ponding, overgrowth, topography and the amount of dead, fallen and root rotted trees on the property, the majority of all trees within the property shall be removed and disposed of by chipping or haul off. We have shown contemplated tree preservation areas on the Concept Plan where reasonable efforts will be utilized on trees of value.

**G) Residential Lot Landscaping** – The builder shall make available to each residential lot six (6) three gallon shrubs and six (6) one gallon shrubs in the front yard. Two trees, being three inch caliper, measured twelve inches from final grade shall be planted in the front yard. In addition, prior to the issuance of a certificate of occupancy, the entire front, side and rear yards will be sodded and irrigated as an upgraded addition.

**H) City of Lavon Land Dedication** - As generally depicted on the Concept Plan, the area south of the proposed lots for development shall be dedicated by Final Plat to the City of Lavon as open space with no improvements required to be installed by the developer other than a trail that will extend across the property as generally shown on the Concept Plan. The width and type of trail material will be approved with the final plat and construction plans.

## **V. RESIDENTIAL EXTERIOR BUILDING MATERIALS**

**A. Residential Structures.** Exterior construction materials for residential structures, (excluding accessory structures), shall consist of seventy-five percent (75%) brick, stone, or stucco on vertical surfaces, excluding windows, doors and other normal openings. Use of cementitious fiberboard is limited to the back and side elevations and architectural features that are not intended for occupancy on any elevation. (soffits)

**B. Chimneys.** Construction materials for a chimney built on the exterior wall shall

consist of 100% masonry. Construction materials for all other chimneys shall consist of cementitious fiberboard or equivalent

- C. Roofs. Residential structures shall have a minimum 6:12 roof pitch. Roofs shall be constructed of composition shingles, tile or slate.
- D. Community Mailboxes as required by the United States Postal Service shall be used.

## **VI. HOMEOWNERS ASSOCIATION (HOA)**

A Homeowners Association (HOA) shall be established or the property shall be annexed into the existing Grand Heritage HOA to maintain all private common open space areas within the Property. The HOA shall be established prior to the issuance of any residential building permits. A copy of the documents establishing or annexing the HOA shall be submitted to the City.

## **VII. RECORDATION OF PLANNED DEVELOPMENTS**

All Planned Development Districts approved in accordance with the provisions of the City Planned Development Ordinance shall be referenced on the City Zoning District Map, and a list of such Planned Development Districts, together with uses permitted therein, shall be maintained by the City.



## CITY OF LAVON

P.O. Box 340 120 School Road

Lavon, TX 75166

(972) 843-4220

[www.cityoflavon.com](http://www.cityoflavon.com)

July 17, 2018

David Schnurbusch  
USA Professional Services Group, Inc.  
Dallas, TX

via email: [DSchnurbusch@usaengineers.com](mailto:DSchnurbusch@usaengineers.com)

RE: 30.845 Acres – Bloomfield Application to zone newly annexed property to PD-R

Dear Mr. Schnurbusch,

The development review committee (DRC) for the City of Lavon has reviewed the concept plan and design guidelines submitted on June 19, 2018 for the above-referenced development. The following comments were noted:

- 1) The main entrance from CR 484 should be aligned in order to create a four-way intersection with Windmill, CR 484 and Geren.

*We considered this option with our initial planning concepts. After laying this intersection out, reviewing the projected traffic patterns it would create, the actual physical construction concerns and the fact it is not recommended in traffic management strategies where you have three interconnected "neighborhoods" like we have in Traditions, we ruled it out in this specific case. Specific rationale:*

- *Increases typical traffic volumes, mainly non-residents, into neighborhood.*
- *Encourages cut-thru traffic of adjacent neighborhood residents*
- *Increases speed in neighborhood, confuses drivers on rights of way issues*
- *Does not accomplish neighborhood traffic calming patterns*
- *Creates health, safety and welfare issues for residents in this neighborhood*
- *Construction issues –prevents connection to existing water main as it is in steel encasement in this area, existing storm drainage conflicts and rideability issues.*

- 2) On the Concept Plan, identify the lot types "A", "B" and "C". If possible, provide a color exhibit with the lot types shown by color.

*This has been identified and shown as requested.*

- 3) In Section IV A) 2. Note if the Minimum Percentage of Size "B" Lots is 25% consistent with Sections 1 and 3.

*This note has been added as requested.*

- 4) Regarding Section IV E), it is preferred that the sidewalk along CR 484 be constructed with the development infrastructure.

*The sidewalk along CR 484 will be constructed with the development and has been stated as such in this section.*

30.845 Acres – Bloomfield Application to zone newly annexed property to PD-R City Comments

- 5) Regarding Section IV, E), will there be landscaping along the fence row along CR 484? Label or identify HOA owned and maintained landscape easement along CR 484. Also note on the Concept Plan that the HOA is responsible for maintenance of the fence.

*There will be landscaping and a screening fence along CR 484, it has been labeled as HOA lots (2) on the Concept Plan. We have also stated that the HOA will maintain all improvements within the HOA lots.*

- 6) In Section IV F), note the areas in the rear yards abutting the existing subdivisions where tree preservation is contemplated.

*The contemplated tree preservation areas have been color coded on the Concept Plan.*

- 7) In Section IV H), the developer will construct and dedicate an eight foot (8') concrete trail to be dedicated to the City the length of the development to connect existing or planned trails.

*This section has added a requirement that the developer will construct a trail to be dedicated to the City the length of the development. The type of surface and width will be determined and approved with the Final Plat and Plans.*

- 8) In Section IV I), this section should be removed from the zoning ordinance as it is not a zoning condition. This can be discussed in relation to platting. Without engineered plans, it is difficult to ordain this request.

*This section has been removed from the ordinance, as requested.*

- 9) Include visibility triangles or easements at street intersections to ensure they do not encroach into the building area.

*Visibility triangles at street intersections are shown on the Concept Plan, both at the intersections and in a detail section.*

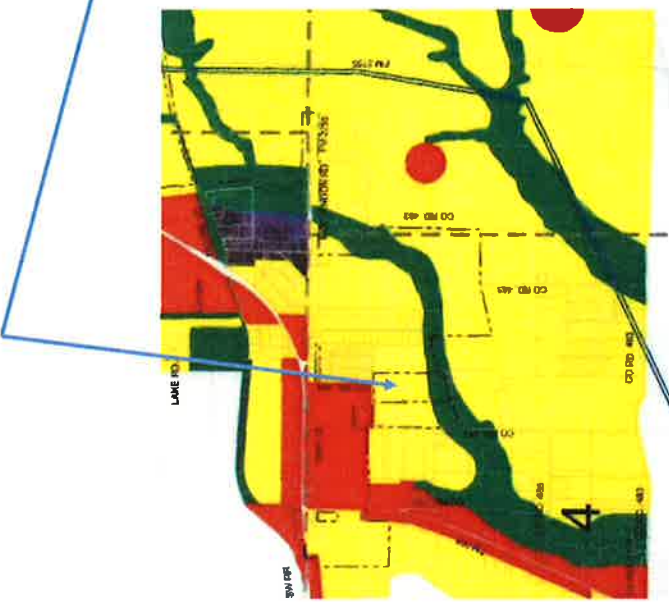
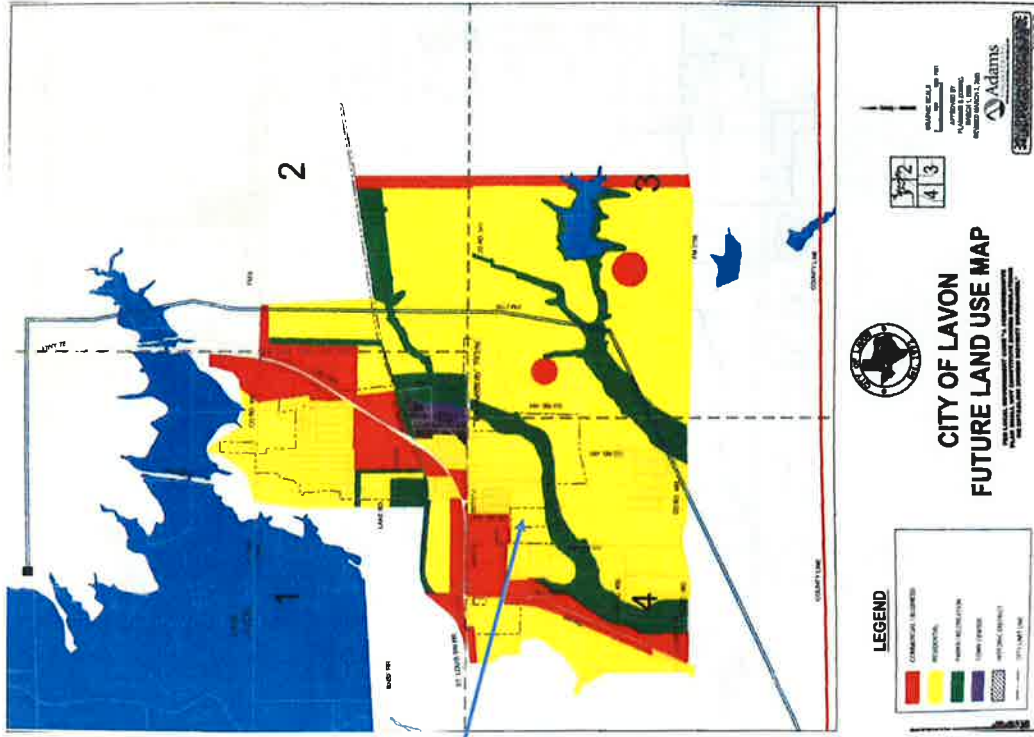


**Traditions Ph 2 – Location Exhibit**



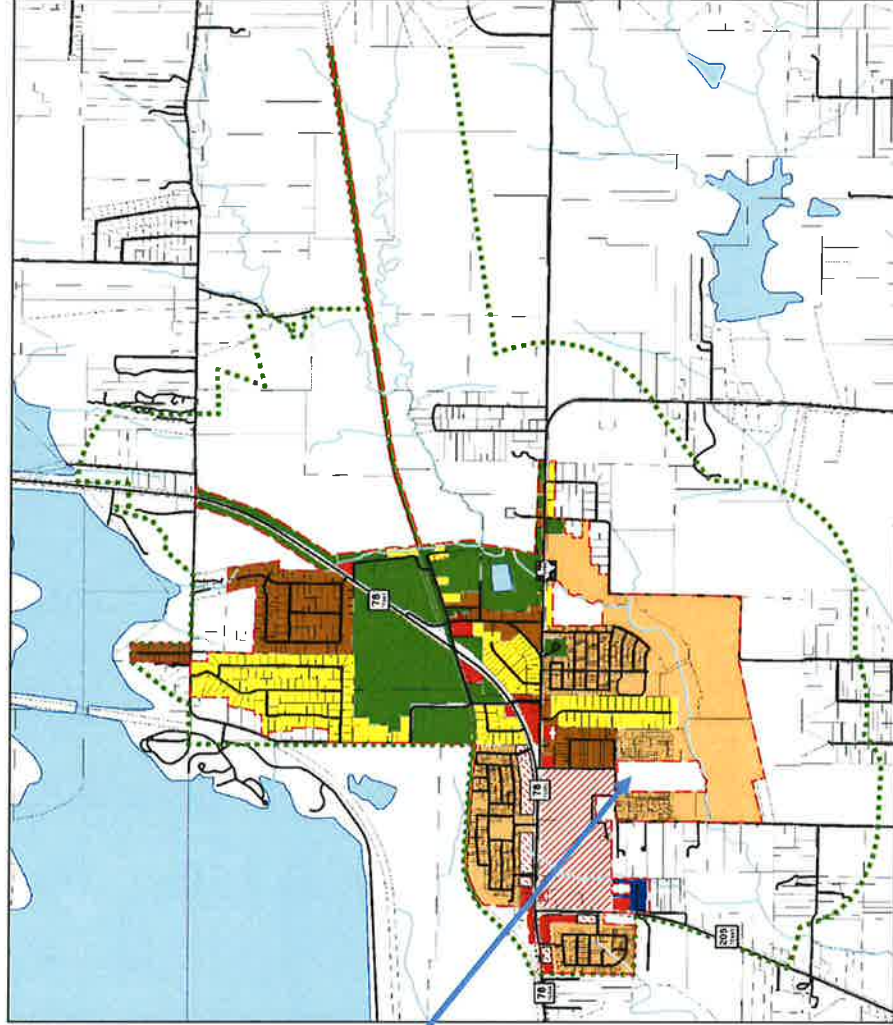
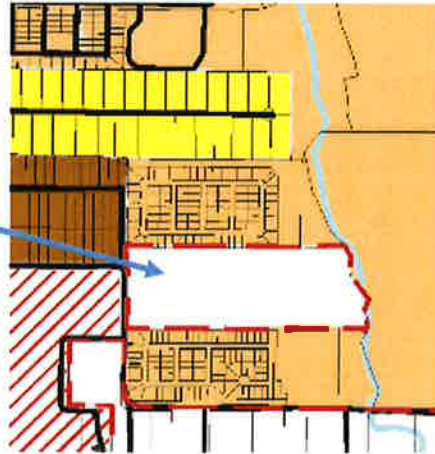
# Future Land Use Map

## Traditions Ph 2 Addition



# Zoning Map

## Traditions Ph 2 Addition



**ZONING MAP**  
Ordinance No. 2018-03-02  
March 6th, 2018

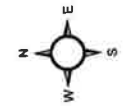


- Legend**
- Agricultural (A)
  - Single Family-1 (SF-1)
  - Single Family-2 (SF-2)
  - Retail (R)
  - Planned Development – Single Family (PD-SF)
  - Planned Development – Mixed Use (PD-MU)
  - Planned Development – Commercial (PD-C)
  - Planned Development – Business (PD-B)
  - Lavon City Limits

For Planned Development Regulations  
See the City of Lavon Ordinance applicable to the specific site.

### Unassigned Zoning Districts

- Single-Family -4 (SF-4)
  - Main Street
  - Business Park District (B-2)
- For General Regulations of these Zoning Districts  
see the City of Lavon Zoning Ordinance





# City of Lavon Planning and Zoning Commission

P.O. Box 340 120 School Rd.  
Lavon, TX 75166  
(972) 843-4220  
[www.cityoflavon.com](http://www.cityoflavon.com)

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July 27, 2018

Honorable Mayor and City Council  
City of Lavon  
P.O. Box 340  
Lavon, TX 75166

RE: Application for Zoning Change – Traditions Phase 2

Dear Mayor Sanson and Members of the City Council,

At the July 24, 2018 Planning and Zoning Commission Meeting, the Planning and Zoning Commission conducted a public hearing, considered and voted unanimously as shown below.

Public hearing, discussion and action regarding the application of Bloomfield Homes, LP for a zoning change from Temporary Agricultural (A) to Planned Development–Single Family (PD-SF) zoning district for 111 lots on 30.485 acres situated in the Drury Anglin Survey, Abstract No. 2 described as Cape Cod Bank and Trust Company in Deed recorded in Vol. 2651, pg. 27, Collin County, TX, (CCAD Property ID 1250096) situated west of Traditions at Grand Heritage, east of Traditions at Grand Heritage West, and south of Windmill Estates, Lavon, TX.

- 1) Presentation of request.
- 2) **PUBLIC HEARING** to receive comments regarding the request.
- 3) Discussion and action regarding the request.

**MOTION: RECOMMEND APPROVAL OF THE APPLICATION OF BLOOMFIELD HOMES, LP FOR A ZONING CHANGE FROM TEMPORARY AGRICULTURAL (A) TO PLANNED DEVELOPMENT–SINGLE FAMILY (PD-SF) ZONING DISTRICT FOR 111 LOTS ON 30.485 ACRES SITUATED IN THE DRURY ANGLIN SURVEY, ABSTRACT NO. 2 DESCRIBED AS CAPE COD BANK AND TRUST COMPANY IN DEED RECORDED IN VOL. 2651, PG. 27, COLLIN COUNTY, TX, (CCAD PROPERTY ID 1250096) SITUATED WEST OF TRADITIONS AT GRAND HERITAGE, EAST OF TRADITIONS AT GRAND HERITAGE WEST, AND SOUTH OF WINDMILL ESTATES, LAVON, TX.**

**MOTION MADE: NABORS**

**SECONDED: TIEGS**

**APPROVED: UNANIMOUS (Absent ORMSBY)**

Respectfully submitted,

*David Rosenquist*

Chairman  
Planning and Zoning Commission

Neighbor Notices - July 2018  
Cape Cod - Traditions Application

Name	number	street	city	st	zip	Legal
North Texas Municipal Water District		PO Box 2408	Wylie	TX	75098-2408	ABS A0002 DRURY ANGLIN SURVEY, SHEET 3, TRACT 96, 5.68 ACRES
Bear Creek Commercial Properties LP	2101	Cedar Springs Rd. Ste 600	Dallas	TX	75098-1591	ABS A0002 DRURY ANGLIN SURVEY, SHEET 3, TRACT 90, 42.24 ACRES
Dick Lyndon Hargrove II	444	Geren Dr.	Lavon	TX	75166	WINDMILL ESTATES PHASE 1 (CLA), BLK A, LOT 12
Lonnie Forniglia	448	Geren Dr.	Lavon	TX	75166	WINDMILL ESTATES PHASE 1 (CLA), BLK A, LOT 13
David Close	448	Windmill Dr.	Lavon	TX	75166	WINDMILL ESTATES PHASE 1 (CLA), BLK A, LOT 14
Marlene & Meshach Baptiste	509	Avery Pointe	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE (CLA), BLK F, LOT 15
Richard & Deborah Harper	573	Weston Way	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE (CLA), BLK F, LOT 13
Dustin & Brandee Murphy	515	Weston Way	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE (CLA), BLK F, LOT 12
Aslam Alladin	527	Weston Way	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE (CLA), BLK F, LOT 11
Sharon Winston Edwards	539	Weston Way	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE (CLA), BLK F, LOT 10
Craig & Amber Jones	551	Weston Way	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE (CLA), BLK F, LOT 9
Bloomfield Homes LTD	1050	E. State Hwy 114 Ste 210	Southlake	TX	76092-5255	TRADITIONS AT GRAND HERITAGE (CLA), BLK F, LOT 8
Charles Franklin	575	Weston Way	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE (CLA), BLK F, LOT 7
William & Debra Evans	587	Weston Way	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE (CLA), BLK F, LOT 6
Bloomfield Homes LTD	1050	E. State Hwy 114 Ste 210	Southlake	TX	76092-5255	TRADITIONS AT GRAND HERITAGE (CLA), BLK F, LOT 5
Bloomfield Homes LTD	1050	E. State Hwy 114 Ste 210	Southlake	TX	76092-5255	TRADITIONS AT GRAND HERITAGE (CLA), BLK F, LOT 4
Bloomfield Homes LTD	1050	E. State Hwy 114 Ste 210	Southlake	TX	76092-5255	TRADITIONS AT GRAND HERITAGE (CLA), BLK F, LOT 3
Trevor Davis	625	Weston Way	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE (CLA), BLK F, LOT 2
Fidel Bernardéz	637	Weston Way	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE (CLA), BLK F, LOT 1
Bloomfield Homes LTD	1050	E. State Hwy 114 Ste 210	Southlake	TX	76092-5255	TRADITIONS AT GRAND HERITAGE (CLA), BLK A, LOT 32
Bloomfield Homes LTD	1050	E. State Hwy 114 Ste 210	Southlake	TX	76092-5255	TRADITIONS AT GRAND HERITAGE (CLA), BLK A, LOT 31
Denise Delle	673	Weston Way	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE (CLA), BLK A, LOT 30
Bloomfield Homes LTD	1050	E. State Hwy 114 Ste 210	Southlake	TX	76092-5255	TRADITIONS AT GRAND HERITAGE (CLA), BLK A, LOT 29
Bloomfield Homes LTD	1050	E. State Hwy 114 Ste 210	Southlake	TX	76092-5255	TRADITIONS AT GRAND HERITAGE (CLA), BLK A, LOT 28
Bloomfield Homes LTD	1050	E. State Hwy 114 Ste 210	Southlake	TX	76092-5255	TRADITIONS AT GRAND HERITAGE (CLA), BLK A, LOT 27
Bloomfield Homes LTD	1050	E. State Hwy 114 Ste 210	Southlake	TX	76092-5255	TRADITIONS AT GRAND HERITAGE (CLA), BLK E, LOT 12
Bloomfield Homes LTD	1050	E. State Hwy 114 Ste 210	Southlake	TX	76092-5255	TRADITIONS AT GRAND HERITAGE (CLA), BLK E, LOT 1
Bloomfield Homes LTD	1050	E. State Hwy 114 Ste 210	Southlake	TX	76092-5255	TRADITIONS AT GRAND HERITAGE (CLA), BLK D, LOT 1
Bloomfield Homes LTD	1050	E. State Hwy 114 Ste 210	Southlake	TX	76092-5255	TRADITIONS AT GRAND HERITAGE (CLA), BLK C, LOT 12
Bloomfield Homes LTD	1050	E. State Hwy 114 Ste 210	Southlake	TX	76092-5255	TRADITIONS AT GRAND HERITAGE (CLA), BLK C, LOT 1
Patrick Smith	561	Ainsworth Way	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE (CLA), BLK B, LOT 12
Christian Arrondono	580	Avery Pointe	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE (CLA), BLK B, LOT 1
Bloomfield Homes LTD	1050	E. State Hwy 114 Ste 210	Lavon	TX	76092-5255	TRADITIONS AT GRAND HERITAGE (CLA), BLK X, LOT 8; (COMMON AREA)
Starlight Homes Texas LLC	1800	Valley View Ln Ste 100	Lavon	TX	75234-8944	ABS A0002 DRURY ANGLIN SURVEY, SHEET 3, TRACT 114, 75.249 ACRES
City of Lavon		P.O. Box 340	Lavon	TX	75166	ABS A0002 DRURY ANGLIN SURVEY, SHEET 3, TRACT 142, 3.01 ACRES; PARK LAND
City of Lavon		P.O. Box 340	Lavon	TX	75166	ABS A0002 DRURY ANGLIN SURVEY, SHEET 3, TRACT 143, 5.24 ACRES; PARK LAND
Bear Creek Windmill LP	1050	E. State Hwy 114 Ste 210	Southlake	TX	76092-5255	ABS A0002 DRURY ANGLIN SURVEY, SHEET 3, TRACT 85, 6.792 ACRES
Bloomfield Homes LTD	1050	E. State Hwy 114 Ste 210	Southlake	TX	76092-5255	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK A, LOT 23
Bloomfield Homes LTD	1050	E. State Hwy 114 Ste 210	Southlake	TX	76092-5255	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLOCK A, LOT 22
Bloomfield Homes LTD	1050	E. State Hwy 114 Ste 210	Southlake	TX	76092-5255	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK A, LOT 21
Bloomfield Homes LTD	1050	E. State Hwy 114 Ste 210	Southlake	TX	76092-5255	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK A, LOT 20
Bloomfield Homes LTD	1050	E. State Hwy 114 Ste 210	Southlake	TX	76092-5255	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK A, LOT 19
Cynthia Roberts	638	Langdon St	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK A, LOT 18
Stuart Bender	626	Langdon St	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK A, LOT 17
Cameron Jones	614	Langdon St	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK A, LOT 16
Matthes Hogue	602	Langdon St	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK A, LOT 15

Bloomfield Homes LTD	1050	E. State Hwy 114 Ste 210	Southlake	TX	76092-5255	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK A, LOT 14
Anjali Pancholy	590	Langdon St	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK A, LOT 13
Bloomfield Homes LTD	1050	E. State Hwy 114 Ste 210	Southlake	TX	76092-5255	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK A, LOT 12
Bloomfield Homes LTD	1050	E. State Hwy 114 Ste 210	Southlake	TX	76092-5255	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK A, LOT 11
Vida Adoma Sackey	572	Langdon St	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK A, LOT 10
Chase & Krystal Foster	566	Langdon St	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK A, LOT 9
Daniel Kovacich	554	Langdon St	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK A, LOT 8
Joshua Daly	542	Langdon St	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK A, LOT 7
Michael Caminata	530	Langdon St	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK A, LOT 6
Jordan Bannerman	518	Langdon St	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK A, LOT 5
Oscar Ulate	502	Langdon St	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK A, LOT 4
Larry Munson	707	Brookline Dr.	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK A, LOT 3
Pablo Rosales	719	Brookline Dr.	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK A, LOT 2
Lilian Ruiz	710	Brookline Dr.	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK C, LOT 1
Kale Worshman	705	Medford Dr.	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK C, LOT 10
Thomas Kenmore Jr.	704	Medford Dr.	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK D, LOT 1
Dragan Baresic	703	Lowell Dr.	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK D, LOT 10
Bloomfield Homes LTD	702	Lowell Dr.	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLOCK B, LOT 21
Bloomfield Homes LTD	629	Langdon St	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLOCK B, LOT 22
Bloomfield Homes LTD	641	Langdon St	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLOCK B, LOT 23
Bloomfield Homes LTD	653	Langdon St	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK B, LOT 24
Bloomfield Homes LTD	665	Langdon St	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLOCK B, LOT 25
Bloomfield Homes LTD	677	Langdon St	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK B, LOT 26
Tyler Johnson	689	Langdon St	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK B, LOT 27
Bloomfield Homes LTD	697	Langdon St	Lavon	TX	75166	TRADITIONS AT GRAND HERITAGE WEST (CLA), BLK B, LOT 28



**CITY OF LAVON, TEXAS  
NOTICE OF PUBLIC HEARINGS BEFORE THE  
PLANNING AND ZONING COMMISSION  
AND THE CITY COUNCIL**

Notice is hereby given that the **Planning and Zoning Commission** of the City of Lavon, Texas will hold a public hearing at a meeting that begins at 7:00 p.m. on Tuesday, **July 24, 2018** at Lavon City Hall, 120 School Rd., Lavon, Texas.

Further notice is given that, a second public hearing is scheduled where the request and the recommendation of the Planning and Zoning Commission will be considered by the **City Council** at a meeting that begins at 7:00 pm on Tuesday, **August 7, 2018** at Lavon City Hall.

**REQUEST:** At such times and place, the Commission and the Council will hear and take action on the application of Bloomfield Homes, LP for a zoning change from Temporary Agricultural (A) to Planned Development–Single Family (PD-SF) zoning district for 111 lots on 30.485 acres. A request for annexation of the property is pending.

**PROPERTY DESCRIPTION:** 30.485 acres, Drury Anglin Survey, Abstract No. 2  
Cape Cod Bank and Trust Company in Deed recorded in Vol. 2651, pg. 27 Collin County, Texas; CCAD Prop. ID 1250096  
Adjacent to and situated east of Traditions at Grand Heritage West, and south of Windmill Estates, Lavon, TX

A copy of the proposed concept plan is on the reverse side of this notice. Information regarding the request may be obtained at [cityhall@cityoflavon.org](mailto:cityhall@cityoflavon.org) or at 972-843-4220. The public hearing may be continued should an applicant so request. Interested citizens are invited to attend the public hearing and participate in the same.

*Optional: The following may be filled out and returned to Lavon City Hall before the hearing date.*

**Check one:**     I am **in favor** of the request.                       I am **opposed** to the request.

Reasons: (attach separate sheet(s) as needed)

Too much traffic  
cut down too many trees  
Bad for wildlife armadillos

Signature: Nina Close      David Close      Daisy Close  
Name (printed): Nina Close      David Close      Daisy Close  
Address: 448 Windmill Dr      Lavon TX 75166  
Phone/Email Address (optional): 469 685 3985      dctn@yahoo.com

You may return this form to:

**City of Lavon**  
**P.O. Box 340**  
**Lavon, Texas 75166**  
email [CityHall@cityoflavon.org](mailto:CityHall@cityoflavon.org)

**RECEIVED**

**JUL 24 2018**

**CITY OF LAVON**

David Close  
448 Windmill Dr.  
Lavon TX 75166  
WINDMILL ESTATES PHASE 1 (CLA), BLK  
A, LOT 14

Thank you,  
City of Lavon, Texas





**CITY OF LAVON, TEXAS  
NOTICE OF PUBLIC HEARINGS BEFORE THE  
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A copy of the proposed concept plan is on the reverse side of this notice. Information regarding the request may be obtained at [cityhall@cityoflavon.org](mailto:cityhall@cityoflavon.org) or at 972-843-4220. The public hearing may be continued should an applicant so request. Interested citizens are invited to attend the public hearing and participate in the same.

*Optional: The following may be filled out and returned to Lavon City Hall before the hearing date.*

**Check one:**     I am in favor of the request.                     I am opposed to the request.

Reasons: (attach separate sheet(s) as needed)

*We would like to see more of the trees saved. The lots look bigger so you should be able to do this. It would be nice to see a playground + a picnic area.*

Signature: Mr. & Mrs. Evans  
Name (printed): Debra Evans  
Address: 587 Weston Way  
Phone/Email Address (optional): kukerkeke@yahoo.com

*You may return this form to:*                    **City of Lavon  
P.O. Box 340  
Lavon, Texas 75166  
email [CityHall@cityoflavon.org](mailto:CityHall@cityoflavon.org)**

**RECEIVED**  
**JUL 24 2018**  
**CITY OF LAVON**

Thank you,  
City of Lavon, Texas



**CITY OF LAVON, TEXAS  
NOTICE OF PUBLIC HEARINGS BEFORE THE  
PLANNING AND ZONING COMMISSION  
AND THE CITY COUNCIL**

Notice is hereby given that the **Planning and Zoning Commission** of the City of Lavon, Texas will hold a public hearing at a meeting that begins at 7:00 p.m. on Tuesday, **July 24, 2018** at Lavon City Hall, 120 School Rd., Lavon, Texas.

Further notice is given that, a second public hearing is scheduled where the request and the recommendation of the Planning and Zoning Commission will be considered by the **City Council** at a meeting that begins at 7:00 pm on Tuesday, **August 7, 2018** at Lavon City Hall.

**REQUEST:** At such times and place, the Commission and the Council will hear and take action on the application of Bloomfield Homes, LP for a zoning change from Temporary Agricultural (A) to Planned Development–Single Family (PD-SF) zoning district for 111 lots on 30.485 acres. A request for annexation of the property is pending.

**PROPERTY DESCRIPTION:** 30.485 acres, Drury Anglin Survey, Abstract No. 2  
Cape Cod Bank and Trust Company in Deed recorded in Vol. 2651, pg. 27 Collin County, Texas; CCAD Prop. ID 1250096  
Adjacent to and situated east of Traditions at Grand Heritage West, and south of Windmill Estates, Lavon, TX

A copy of the proposed concept plan is on the reverse side of this notice. Information regarding the request may be obtained at [cityhall@cityoflavon.org](mailto:cityhall@cityoflavon.org) or at 972-843-4220. The public hearing may be continued should an applicant so request. Interested citizens are invited to attend the public hearing and participate in the same.

*Optional: The following may be filled out and returned to Lavon City Hall before the hearing date.*

**Check one:**     I am in favor of the request.                       I am opposed to the request.

Reasons: (attach separate sheet(s) as needed)

*Please see attached detailed letter.*

Signature: \_\_\_\_\_ *Anjali Pancholy*  
Name (printed): Anjali Pancholy  
Address: 590 Langdon St Lavon, Tx 75166  
Phone/Email Address (optional): apanchol@gmail.com / 214-641-2720

*You may return this form to:*                      **City of Lavon**  
   **P.O. Box 340**  
   **Lavon, Texas 75166**  
   *email [CityHall@cityoflavon.org](mailto:CityHall@cityoflavon.org)*

Thank you,  
City of Lavon, Texas

Anjali Pancholy  
590 Langdon St  
Lavon TX 75166  
TRADITIONS AT GRAND HERITAGE  
WEST (CLA), BLK A, LOT 13

**RECEIVED**  
**JUL 24 2018**  
**CITY OF LAVON**

City of Lavon  
P.O. BOX 340  
Lavon, TX 75166

07/23/2018

Dear City of Lavon Council Members:

I signed my contract in May of 2017 with Bloomfield Homes. I am one of the few that received a letter about the rezoning of the trees. I live at 590 Langdon St. First of all I am not against Bloomfield building homes in our subdivision. However, I do think that they need to keep more tree lines and not just 20 foot of tree lines. I love that the trees are there because it is giving shade to my backyard during the hot summer months. It also gives us privacy which I love. When I signed my contract Bloomfield had told us that there would be some sort of easement behind the houses. That way when they do build more homes the backyard fence is not touching another person's fence. If you are going to be building more homes I would love to see that easement there along with more tree lines. I would also love to see an amenities center which includes a gym and a pool or some type of a walking path or trail, or even a small park. This way we do not have to cross the main highway to use the facilities as we are doing now. Thank you for your time in reading this.



Anjali Pancholy  
590 Langdon St  
Lavon, TX 75166  
[apanchol@gmail.com](mailto:apanchol@gmail.com)  
214-641-2720



RECEIVED

JUL 18 2018

CITY OF LAVON

**CITY OF LAVON, TEXAS  
NOTICE OF PUBLIC HEARINGS BEFORE THE  
PLANNING AND ZONING COMMISSION  
AND THE CITY COUNCIL**

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*Optional: The following may be filled out and returned to Lavon City Hall before the hearing date.*

**Check one:**     I am in favor of the request.                       I am opposed to the request.

*Reasons: (attach separate sheet(s) as needed)*

Environmental of Remaining trees  
Environmental Impact of Removing trees  
Changes the balance of nature.

**Signature:** Ivone Bender

**Name (printed):** Ivone Bender

**Address:** 626 Langdon Street

**Phone/Email Address (optional):** Ivone.Bender21@gmail.com

*You may return this form to:*

**City of Lavon  
P.O. Box 340  
Lavon, Texas 75166  
email [CityHall@cityoflavon.org](mailto:CityHall@cityoflavon.org)**

Thank you,  
City of Lavon, Texas

Stuart Bender & Ivone Bender  
626 Langdon St  
Lavon TX 75166  
TRADITIONS AT GRAND HERITAGE  
WEST (CLA), BLK A, LOT 17

**CITY OF LAVON**  
**ORDINANCE NO. 2018-08-04**

Planned Development SF – Traditions, Phase 2

**AN ORDINANCE OF THE CITY OF LAVON, TEXAS, AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY ESTABLISHING A PLANNED DEVELOPMENT FOR SINGLE FAMILY USES (PD-SF) DISTRICT ON A 30.485 ACRE TRACT OF LAND DESCRIBED HEREIN AND LOCATED SOUTH OF THE INTERSECTION OF WINDMILL, GEREN AND CR 484, COLLIN COUNTY, TX; AMENDING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY OF \$2,000 PER DAY; PROVIDING SEVERABILITY, SAVINGS, AND CUMULATIVE/ REPEALER CLAUSES; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.**

**WHEREAS**, at its meeting held on the 24<sup>th</sup> day of July, 2018, the Planning & Zoning Commission considered and made recommendations on a certain request for a Planned Development – Single Family (PD-SF) District; and

**WHEREAS**, this zoning change is in accordance with the adopted Comprehensive Plan of the City of Lavon; and

**WHEREAS**, the City Council, after determining all legal requirements of notice and hearing have been met, has further determined the following amendment to the zoning laws would provide for and would be in the best interest of the health, safety, morals and general welfare:

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Lavon, Texas, as follows:

**Section 1. Incorporation of Premises.** That all of the above recitals are found to be true and correct and are incorporated into the body of this ordinance as if fully set forth herein.

**Section 2. Definitions.** Definitions shall be those contained in Ordinance No. **2018-03-02**, the “Zoning Ordinance,” as amended unless specifically defined herein.

**Section 3. Permitted and Conditional Uses.** The PD-SF District is hereby created for approximately 30.485 acres of land, described in the attached Exhibit “A” and depicted in Exhibit “B” located south of the intersection of Windmill, Geren and CR 484, (CCAD ID#1250096), providing for the permitted and conditional uses in the Single-Family-4 (SF-4) District.

**Section 4. Prohibited Uses.** Uses that are not Permitted Uses or Conditional Uses shall be prohibited.

Section 5. Zoning Ordinance. Unless otherwise stated herein, the Zoning Ordinance, as amended, shall apply to the PD-SF district.

Section 6. Concept Plan. The entire tract shall be developed generally in accordance with the Concept Plan, as attached hereto, and made a part hereof as Exhibit "C". The City Administrator or his/her designee may approve changes to the Concept Plan that do not alter the uses permitted or increase the density permitted by this PD, and that otherwise generally comply with all applicable zoning regulations.

Section 7. Development Standards. Development shall be in accordance with the Area Requirements established for the SF-4 District, except as follows.

A. General Lot Development Standards

1. There shall be three (3) single family residential lot sizes as follows: Sizes "A", "B" and "C". The standards set forth below shall be the exclusive lot sizes, setbacks, building heights, lot coverage, and dwelling unit size regulations for the single family detached residential products within this development. Lot coverage shall be measured as the building slab footprint, roof eaves and all other minor ordinary building projections are excluded.
2. Fences, landscaping, retaining walls, lighting, HVAC units, utility meters, pedestals and other utility-related equipment may be located in the side yard.

B. Specific Lot Development Standards

1. LOT SIZE "A"

- a) Minimum Lot Width at Front Building Line = 60 feet
- b) Minimum Lot Frontage at ROW = 30 feet
- c) Minimum Lot Depth on Lot Perpendicular to Street = 105 feet
- d) Minimum Lot Depth at Centerline of the Lot on Elbows/Curves = 95 feet
- e) Minimum Gross Lot Area = 6,300 square feet
- f) Minimum Front Yard Setback = 20 feet
- g) Minimum Interior Side Yard = 5 feet
- h) Minimum Side Yard on Corner Lot Adjacent to a Street ROW = 10 feet
- i) Minimum Rear Yard Setback = 5 feet
- j) Maximum Lot Coverage = Sixty Percent (60%)
- k) Maximum Height = Thirty Five Feet (35') or 2 ½ Stories
- l) Minimum Dwelling Unit Size = 1,500 air conditioned square feet
- m) Porches, bay windows, awnings, balconies, masonry clad chimneys, or other such architectural features may encroach into the front yard setback no more than six feet (6') towards the adjacent Street Right of Way (ROW).
- n) Front entry, enclosed two car garage shall be permitted on all Lots. Face of Garage Door to be a minimum of twenty feet (20') from ROW.
- o) Minimum Percentage of Size "A" Lots = 15%

2. LOT SIZE "B"

- a) Lot Widths at Front Building Line = 51 feet to 59 feet
- b) Minimum Lot Frontage at ROW = 30 feet
- c) Minimum Lot Depth on Lot Perpendicular to Street = 105 feet
- d) Minimum Lot Depth at Centerline of the Lot on Elbows/Curves = 95 feet
- e) Minimum Gross Lot Area = 5,750 square feet
- f) Minimum Front Yard Setback Measured from the Street ROW = 20 feet
- g) Minimum Interior Side Yard = 5 feet
- h) Minimum Side Yard on Corner Lot Adjacent to a Street ROW = 10 feet
- i) Minimum Rear Yard Setback = 5 feet
- j) Maximum Lot Coverage = Sixty Percent (60%)
- k) Maximum Height = Thirty Five Feet (35') or 2-1/2 Stories
- l) Minimum Dwelling Unit Size = 1,500 air conditioned square feet
- m) Porches, bay windows, balconies, masonry clad chimneys, or other such architectural features may encroach into the front yard setback no more than six feet (6') towards the adjacent ROW.
- n) Front entry, enclosed two car garage shall be permitted on all Lots. Face of Garage Door to be a minimum of twenty feet (20') from ROW.
- o) Minimum Percentage of Size "B" Lots = 25%

3. LOT SIZE "C"

- a) Minimum Lot Width at Front Building Line = 50 feet
- b) Minimum Lot Frontage at ROW = 30 feet
- c) Minimum Lot Depth on Lot Perpendicular to Street = 105 feet
- d) Minimum Lot Depth at Centerline of Lot on Elbows/Curves = 95 feet
- e) Minimum Gross Lot Area = 5,250 square feet
- f) Minimum Front Yard Setback Measured from the Street ROW = 20 feet
- g) Minimum Interior Side Yard = 5 feet
- h) Minimum Side Yard on Corner Lot Adjacent to a Street ROW = 10 feet
- i) Minimum Rear Yard Setback = 5 feet
- j) Maximum Lot Coverage = Sixty Percent (60%)
- k) Maximum Height = Thirty Five Feet (35') or 2-1/2 stories
- l) Minimum Dwelling Unit Size = 1,500 air conditioned square feet
- m) Porches, bay windows, balconies, masonry clad chimneys, or other such architectural features may encroach into the front yard setback no more than six feet (6') towards the adjacent Street ROW.
- n) Front entry, enclosed two car garage shall be permitted on all Lots. Face of Garage Door to be a minimum of twenty feet (20') from ROW.
- o) Minimum Percentage of Size "C" Lots = 60%

- C. House Elevations. The same home plan elevation shall not be repeated more frequently than every fourth lot on the same side of the street.

- D. Sidewalks. The homebuilder will build sidewalks per the City of Lavon standards. The developer will build sidewalk along CR484 and along the frontage of any HOA lot within the addition per the City of Lavon standards.
- E. Residential Street Offsets. The minimum distance from the centerline of an existing residential street to the centerline of a proposed residential street shall not be less than one hundred (100') feet.
- F. Screening, Landscaping along CR484. A six (6') foot wooden fence with columns similar to the existing treatments completed on the adjacent subdivisions will be installed along with similar landscaping will be installed. HOA will maintain.
- G. Clearing. Due to the natural ponding, overgrowth, topography and the amount of dead, fallen and root rotted trees on the property, the majority of all trees within the property shall be removed and disposed of by chipping or haul off. We have shown contemplated tree preservation areas on the Concept Plan where reasonable efforts will be utilized on trees of value.
- H. Residential Lot Landscaping. The builder shall make available to each residential lot six (6) three gallon shrubs and six (6) one gallon shrubs in the front yard. Two trees, being three inch caliper, measured twelve inches from final grade shall be planted in the front yard. In addition, prior to the issuance of a certificate of occupancy, the entire front, side and rear yards will be sodded and irrigated as an upgraded addition.
- I. City of Lavon Land Dedication. As generally depicted on the Concept Plan, the area south of the proposed lots for development shall be dedicated by Final Plat to the City of Lavon as open space with no improvements required to be installed by the developer other than a trail that will extend across the property as generally shown on the Concept Plan. The width and type of trail material will be approved with the final plat and construction plans.
- J. Residential Exterior Building Materials.
1. Residential Structures. Exterior construction materials for residential structures, (excluding accessory structures), shall consist of seventy-five percent (75%) brick, stone, or stucco on vertical surfaces, excluding windows, doors and other normal openings. Use of cementitious fiberboard is limited to the back and side elevations and architectural features that are not intended for occupancy on any elevation. (soffits).
  2. Chimneys. Construction materials for a chimney built on the exterior wall shall consist of 100% masonry. Construction materials for all other chimneys shall consist of cementitious fiberboard or equivalent

3. Roofs. Residential structures shall have a minimum 6:12 roof pitch. Roofs shall be constructed of composition shingles, tile or slate.
4. Community Mailboxes. As required by the United States Postal Service community mailboxes shall be used.

Section 8. Homeowners Association (HOA). A Homeowners Association (HOA) shall be established or the property shall be annexed into the existing Grand Heritage HOA to maintain all private common open space areas within the Property. The HOA shall be established prior to the issuance of any residential building permits. A copy of the documents establishing or annexing the HOA shall be submitted to the City.

Section 9. The Comprehensive Zoning Ordinance and the Official Zoning Map are hereby amended to reflect the action taken herein.

Section 10. Severability Clause. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 11. Cumulative/Repealer Clause. This ordinance shall be cumulative of all provisions of State or Federal law and other ordinances of the City of Lavon, Texas, whether codified or uncodified, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed to the extent of such conflict.

Section 12. Penalty Clause. Any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, in the municipal court of the City of Lavon, Texas, shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

Section 13. Savings Clause. Should any word, phrase, sentence or section contained herein be found to be invalid, such validity shall not affect any other portion of this ordinance.

Section 14. Effective Date. This ordinance shall be in full force and effect from and after its passage and publication as required by law and it is so ordained.

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon,  
Texas, this 21<sup>st</sup> day of August, 2018.

---

Vicki Sanson  
Mayor

**ATTEST:**

---

Kim Dobbs  
City Administrator | City Secretary

**CITY OF LAVON**  
**ORDINANCE NO. 2018-08-04**

**EXHIBIT A - PROPERTY DESCRIPTION**

**BEING** a 30.485 acre tract of land situated in the Drury Anglin Survey, Abstract No. 2, Collin County, Texas, and being a parcel or tract of land described to Cape Cod Bank & Trust Company in deed recorded in Volume 2651, Page 27 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1/2 inch iron rod with red cap stamped "USA INC" found for corner, said rod being the Northeast corner of Traditions At Grand Heritage West an addition to the City of Lavon, as recorded in Volume 2017, Page 900 of the Deed Records of Collins County, Texas, said point being a dedicated right-of-way for County Road F.M. 484;

**THENCE** North 00 degrees 47 minutes 17 seconds East a distance of 30.16 feet to a point for corner, said point being in the approximate centerline of said County Road F. M. 484, (currently a variable-width prescriptive-by-use public right-of-way);

**THENCE** South 89 degrees 22 minutes 38 seconds East, along the approximate centerline of County Road F. M. 484, a distance of 555.40 feet to a 1/2 inch iron rod with red cap stamped "USA INC." found for corner, said point being a point for the Southerly right-of-way line for Windmill Drive (50 foot right-of-way);

**THENCE** South 89 degrees 00 minutes 06 seconds East, along said Southerly right-of-way line of Windmill Drive a distance of 131.60 feet to a 1/2 inch iron rod with red cap stamped "USA INC" found for corner, said point being the Northwest corner of Traditions At Grand Heritage an addition to the City of Lavon, as recorded in Volume 2016, Page 689, of the Deed Records of Collins County, Texas;

**THENCE** South 00 degrees 47 minutes 17 seconds West departing the Southerly right-of-way line of said Windmill Drive, and along the Easterly line of said Cape Cod tract, and along the Westerly line of said Traditions At Grand Heritage, and passing a 1/2 inch iron rod with red cap stamped "USA INC" at a distance of 1,279.93 feet found for the Northwest corner of an H.O.A., P.A.E.D.E., S.S.E. & W.E tract, and passing a distance of 197.64 a 1/2 inch iron rod with red cap stamped "USA INC" for the Northwest corner of a tract of land described in deed to City of Lavon Collins County, Texas as recorded in Document Number 20060725001041390 of the Official Public Records, Collins County, Texas, for a total distance of 1,832.19 feet to a point for corner, said point being the Southeast corner of said Cape Cod tract and the Northerly line of a tract of and described in deed to John David Sanders as recorded in Volume 4589, Page 1490 of the Deed Records, Collins County, Texas, said point also being along the approximate centerline of Bear Creek;

**THENCE** South 74 degrees 24 minutes 58 seconds West along said approximate centerline of Bear Creek and the Northerly line of said Sanders tract and the Southerly line of said Cape Cod tract a distance of 716.06 feet to a point for corner, said point being in the Southwest corner of said Cape Cod tract and the Southeast line of a tract of land described in deed to Bear Creek Windmill LP as recorded in Volume 5467, Page 695 of the Deed Records, Collins County, Texas;

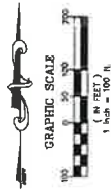
**THENCE** North 00 degrees 47 minutes 17 seconds East passing a 1/2 inch iron rod with red cap stamped "USA INC" at a distance of 745.11 for the Southeast corner of said Traditions At Grand Heritage West said point being the Northeast corner of said Bear Creek Windmill LP tract and being along the Westerly line of said Cape Cod tract and being along the Easterly line of said Traditions At Grand Heritage West tract for a total distance of 2,002.75 feet to the **POINT OF BEGINNING** and containing 1,327,916 square feet or 30.485 acres of land, more or less.



**CITY OF LAVON**  
**ORDINANCE NO. 2018-08-04**  
**EXHIBIT C – CONCEPT PLAN**



LOCATION MAP  
NOT TO SCALE



- SIZE "A" LOTS
- SIZE "B" LOTS
- SIZE "C" LOTS
- PROPOSED TREE PRESERVATION AREA



INFORMATIONAL NOTE:

1. LOT SIZE TYPES ARE SHOWN FOR INFORMATIONAL PURPOSES. THE LOCATIONS OF EACH LOT SIZE TYPE SHALL BE COMPLETED WITH THE APPROVAL OF THE FINAL PLAN AND CONSTRUCTION PLANS.
2. THE PROPOSED TREE PRESERVATION AREAS ARE SHOWN FOR INFORMATIONAL PURPOSES AND MAKE REASONABLE EFFORTS TO PRESERVE EXISTING TREES OF VALUE.

PLANNED DEVELOPMENT  
EXHIBIT "C"  
CONCEPT PLAN  
TRADITIONS AT GRAND HERITAGE  
PHASE 2

BEING 30,485 LOTS AND 20 ACRES SITUATED IN THE  
CITY OF LAVON, COLLIN COUNTY, TEXAS

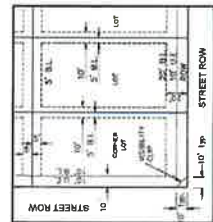
VOLUME 2851, PAGE 37 D.B.C.C. II  
111 RESIDENTIAL LOTS 2 OPEN SPACE (HOA)  
JULY 2018

OWNER: BLOOMFIELD HOMES, LP  
1050 E. HWY 114 #210  
SMITHLAND, TEXAS 76082  
(972) 419-0172

DRAWN & SURVEYED BY:

USA PROFESSIONAL SERVICES GROUP, INC.  
TEXAS BOARD OF PROFESSIONAL ENGINEERS - REGISTRATION NO. 121845  
1525 VICKERY DRIVE DALLAS, TEXAS 75235  
(214) 654-3300

NOTE:  
THIS CONCEPT PLAN IS EXHIBIT "C" MADE A PART OF THE WRITTEN PLANNED DEVELOPMENT. IT GENERALLY ILLUSTRATES THE LOT LAYOUT AND SIZES. FINAL LAYOUT & SIZES WILL BE COMPLETED WITH APPROVAL OF THE FINAL PLAN AND CONSTRUCTION PLANS.



TYPICAL LOT, BUILDING LINES, UTILITY EASEMENTS, 10' X 10' SIDEWALK & VISIBILITY EASEMENT DETAIL

NOTE: FRONT EASEMENTS TO BE 5' MIN. CLEARANCE  
ALL INTERIOR LOTS & BAY LOTS TO BE COMPLETED WITH 10' SIDEWALK  
ALLOWED WITH EXISTING RETAINED WALLS FROM THIS WALL LINE  
10' FULL UNOBSTRUCTED SIDEWALK



**CITY OF LAVON  
CITY COUNCIL  
Agenda Brief**

**MEETING: August 21, 2018**

**ITEM: 7 - D**

**Item:**

Discussion and action regarding Ordinance No. **2018-08-05** amending Ordinance No. **2016-05-01**, Section 6 – Animal Nuisance to require a pet owner to clean up pet waste in publicly accessed areas; providing a repealer clause; providing a severability clause; providing for a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00).

**Background:**

To promote the City's storm water pollution prevention program (SWPPP) as well as to address health concerns that have been submitted to city staff, the proposed ordinance was prepared. The regulation specifically addresses the deposit and required removal of pet waste in public parks and publicly accessed areas.

The proposed regulation does not extend to private property where the public is not generally invited to attend. For example, a pet owner is responsible for removing and disposing of their pet's waste in the park beside city hall or in the landscaped areas of businesses, such as Dominos the Dollar General or the convenience stores. A pet waste disposal station with bags was placed near Eagle Pond for this reason last year. The regulation does not regulate private residences, their yards or the landscaped right of way in between a private residence and the street.

Enforcement will be a joint effort of the Code Enforcement and Police Officers.

**Financial Impact:**

The regulation will be promoted in the newsletter and on social media with no financial impact. Signs may be purchased for focused promotion and the cost is estimated to be less than \$500. Funds are available in the storm water (MS4) promotions budget. Any fines collected would be deposited into the general fund, less mandated court costs.

Approval is recommended.

**Attachments:** Proposed Ordinance  
Promotional materials from other cities

August 17, 2018

**CITY OF LAVON, TEXAS**  
**ORDINANCE NO. 2018-08-05**

Animal Control – Amending Ord. No. 2016-05-01 regarding Pet Waste

**AN ORDINANCE OF THE CITY OF LAVON, TEXAS AMENDING ORDINANCE NO. 2016-05-01 , SECTION 6 – ANIMAL NUISANCE TO REQUIRE A PET OWNER TO CLEAN UP PET WASTE IN PUBLICLY ACCESSED AREAS; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, according to the Environmental Protection Agency, dog waste is considered non-point source pollution, along with herbicides and insecticides, oil, grease and toxic chemicals; and

**WHEREAS**, the City Council of the City of Lavon, Texas (“City Council”) acknowledges that the intent of the City’s Stormwater Pollution Prevention Program is best-served by requiring that pet-owners responsibly dispose of pet waste in publicly accessed areas of the City; and

**WHEREAS**, the City Council has determined the following amendment would be in the best interest of the safety, health and general welfare of its citizens.

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

**Section 1. Findings Incorporated.** The findings set forth above are incorporated as if fully set forth herein.

**Section 2. Amendment.** That Section 6 – Animal Nuisance shall be amended by the addition of the following:

- 6.6 Depositing dog waste. No owner of any dog shall allow or permit the depositing of fecal waste material by such dog within any public park or other landscaped publicly accessed area within the City unless such waste material is promptly removed from the public park or other landscaped public area or deposited in a trash container.

**Section 3. Penalties.** A. Any person found to be violating any provision of this ordinance and who has not been previously found guilty of any provision of this ordinance in the last 12 months shall be deemed guilty of a class C misdemeanor and upon conviction shall pay a fine of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00).

B. Any person found to be violating any provision of this ordinance a second or subsequent time within any 12 month period shall be deemed guilty of a class C misdemeanor and upon conviction shall pay a fine of not less than five hundred dollars (\$100.00) nor more than two thousand dollars (\$2,000.00).

**Section 4. Cumulative/Repealer Clause.** This ordinance shall be cumulative of all provisions of state or federal law and all ordinances of the City of Lavon, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such other ordinances, in which event the conflicting provisions of such ordinances are hereby repealed to the extent of such conflict.

**Section 5. Severability.** In the event any clause, phrase, provision, sentence, or any part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provisions hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Lavon, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**Section 6. Open Meeting.** It is hereby officially found and determined that all notice required by law has been given and notice of this Ordinance was posted and the Ordinance passed in accordance with the Open Meeting Act.

**Section 7. Effective Date.** This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

**DULY PASSED and APPROVED** by the City Council of the City of Lavon, Texas, on the 21<sup>st</sup> day of August 2018.

---

Vicki Sanson, Mayor

ATTEST:

---

Kim Dobbs, City Administrator | City Secretary



# Proper Pet Waste Disposal: How to Protect People and the Environment

BY [LISA GRANSHAW](#) | TUE NOV 19 08:08:00 EST 2013



Thinkstock

How often have you almost stepped in — or actually stepped in — dog poop that was left on the ground? Pet waste that isn't properly disposed of isn't just a hazard waiting to happen to your favorite pair of shoes, and it doesn't just disappear (unless you have a friendly neighborhood pet waste disposal person).

The [Environmental Protection Agency](#) (EPA) considers pet waste a "nonpoint source pollutant." This type of pollution is caused by runoff from rainfall or snowmelt moving over the ground, picking up the pollutant and depositing it into natural bodies of water and underground drinking water. Herbicides and insecticides are found in the same category.

When pet waste is left on the ground, it can have a devastating impact on [lawns](#) and, more important, on the larger environment as well. It also poses a threat to people and other animals.

## Human Hazards

Two of the greatest dangers of unattended pet waste are the parasites and bacteria found inside it.

"[Roundworm](#) eggs last for years, and [because of this], dog waste should not go in compost that will end up as vegetable garden fertilizers. Hookworms are a concern in sandy areas where people are on the beach or barefoot in parks and playgrounds since these worms will migrate under the skin, causing scars," says Steve B. Thompson, DVM, DABVP, clinical associate professor at [Purdue University's College of Veterinary Medicine](#) and director of the Pet Wellness Clinic at Purdue. "These two worms are the primary reason for 'pooper scooper' laws at beaches and public parks."

Other bacteria and [parasites](#) that can survive in dog and cat waste include [tapeworms](#), [Salmonella](#), [Giardia](#) and [Escherichia coli](#) (*E. coli*). [Cat feces](#) can also contain [Toxoplasma gondii](#), which can lead to the disease [toxoplasmosis](#).

If waste is not picked up, people and pets are at risk for being infected or reinfected with these parasites. Pets who walk through your house after being in an area with unattended waste can also increase your exposure to these dangers because they may track that waste into your home. For the same reason, children who play outside in areas frequented by dogs or cats should always wash their hands afterward, just in case they came in contact with pet feces.

## Environmental Effects

Although waste that gets into the water can spread these parasites and bacteria, waste's high concentrations of nutrients such as nitrogen and phosphorus can also harm aquatic ecosystems. It can contribute to the nutrient pollution that causes [algal blooms](#), which kill aquatic life and plants and can make people and pets sick.

According to the [EPA](#), "2 to 3 days of droppings from a population of 100 dogs contribute enough bacteria, nitrogen and phosphorus to temporarily close a bay to swimming and shellfishing."

While some people think pet waste acts as a good fertilizer because of these nutrients, leaving waste on your lawn can have the opposite effect, causing "lawn burn" and killing grass.

# Minturn dog owners:



**It's the law**

**MMC Sec. 7-3-140**

**Minturn residents thank you!**



**DISPERSING DISEASE;  
STOP THE CYCLE  
SCOOP THE POOP!**



**1  
GRAM  
OF DOG  
POOP**



**CONTAINS  
23  
MILLION  
FECAL  
BACTERIA!**



**#3 CAUSE OF WATER POLLUTION  
CHILDREN, SENIORS BABIES &  
PREGNANT WOMEN AT HIGHER RISK  
EPA CLASSIFICATION: DANGEROUS  
POLLUTANT**

**WHY EVERY PET OWNER NEEDS TO**

**SCOOP THE POOP**

**WITH A TOWN-  
WIDE EFFORT  
WE CAN IMPROVE  
THE HEALTH AND  
WELL-BEING OF  
OUR ENTIRE  
COMMUNITY!**

**FOR POOP STATION  
BAG REFILLS PLEASE  
CALL 827.5645 X4**

**THANK YOU!**



**MINTURN  
DOG  
OWNERS:**





**It's the law**


**MMC Sec. 7-3-140  
Minturn residents thank you!**




## DOG WASTE FACTS




 **Dog poop is NOT fertilizer!** Dogs have a high protein based diet composed of beef, chicken and/or pork products that create a very acidid excrement or waste product.

 According to the EPA, **dog poop is as toxic to the environment as chemical and oil spills!** Dog poop carries disease-causing bacteria and parasites that are harmful to both humans and dogs.

 One pile of dog poop can take a year or more to breakdown; however, bacteria and parasites will be left to linger for several more years.

 Not picking up after your dog is illegal in Minturn. Minturn's Municipal Code - **Chapter 7 Health, Sanitation and Animals Sec. 7-9-270 - Enforcement for fines up to \$250.**

 **Section. 7-3-140 - Depositing dog waste**  
No owner of any dog shall allow or permit of fecal waste material within the Town without promptly removing and depositing in a trash container.

 **40% of dog owners don't pick up after their dog. Eww!**  
 Please be a part of the solution and a responsible pet owner.  
 Our residents and earth thank you!

## DOG FECES ARE COMMON CARRIERS OF

**Heartworms**

**Whipworms**

**Hookworms**

**Salmonella**

**Giardia**

**E. coli**

wait...there's more.....

still going...

**Parvo**

**Corona**

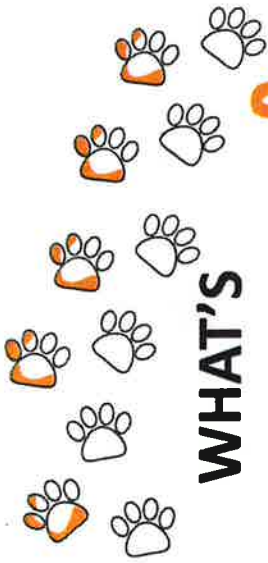
**Roundworms**

**Tapeworms**

**Campylobacteriosis**

## WHAT CAN YOU DO?




The most responsible thing pet owners can do is to make sure their pets are picked up after. Pet owners who don't have enough time to deal with the mess themselves, or simply don't want to, should consider hiring a local pet waste removal service.



## WHAT'S THE BIG DEAL?

# 40% OF PET OWNERS DON'T PICK UP THE POOP

According to the EPA, dog waste is considered non-point source pollution, along with:

-  Herbicides and insecticides
-  Oil, grease, and toxic chemicals from urban runoff and energy production
-  Salt from irrigation practices and acid drainage from abandoned mines





# PET WASTE

## WHAT IS STORMWATER POLLUTION?

When rain flows over streets and other surfaces, it picks up pollutants and carries them into the stormwater conveyance ("storm drain") system. This system is designed to prevent flooding by transporting water away from developed areas.



However, this water is not filtered or treated, and all the contaminants it contains eventually flow to our streams, lakes, and ocean where we swim and fish.



Once there, polluted runoff can harm wildlife and habitats. In some cases, it can even cause beach closures or make our fish and shellfish unsafe to eat.

Pet wastes are among the many common stormwater pollutants that can degrade water quality. Other examples include paint, oil, automotive fluids, construction debris, yard waste, pesticides, litter, pool chemicals, and dirty wash water.



## WHY IS IT SO IMPORTANT TO PICK UP AFTER YOUR PET?



During rainfall, pet waste left on lawns, beaches, trails and sidewalks washes into storm drains. These wastes and the pathogens they contain (bacteria, parasites, and viruses) end up flowing directly into streams, lakes and the ocean where they can harm human health and the environment.



As pet wastes decompose, they demand a high level of oxygen from water. This demand can kill fish and plant life by reducing the amount of dissolved oxygen available to them.

Recent studies have shown dogs and cats to be major sources of fecal contamination at local beaches.

In addition to causing beach closures, this contamination can make people sick with sore throats, intestinal problems, rashes, nausea, and eye and ear infections.





## WHAT CAN I DO?



The next time you're caught outside in the rain, take a look at what's running off the street, into the gutters, and down storm drain inlets.

You'll see that clean rainwater is quickly transformed into an oily, dirty mixture called urban runoff.

You can't see the bacteria and viruses in stormwater runoff, but they're there.

Do your part to keep our water clean.



### PICK UP AFTER YOUR PET!

It's as easy as 1-2-3

1. Bring a bag



2. Clean it up



3. Dispose of it properly  
(toilet or trash)





# CITY OF LAVON CITY COUNCIL Agenda Brief

**MEETING:** August 21, 2018

**ITEM:** 7 - E

---

**Item:**

Discussion and action regarding Ordinance No. 2018-08-06 adopting and enacting a new Code of Ordinances; providing for the repeal of certain ordinances not included therein; providing a penalty for the violation thereof not exceeding \$500 generally or exceeding \$2,000 for violations relating to fire safety, zoning or public health and sanitation; providing for the amendment of such code; and providing when such code and this ordinance shall become effective

**Background:**

In 2016, the City engaged Franklin Legal to combine and codify all of the City's ordinances and Code of Regulations. The project has now been completed and a Code of Ordinances is available in the city offices for review. Within approximately 30 days of the Council's approval, the codification will be made available online via a link on the City website. The presentation of the codes, the ability to locate the most current regulations and the search capabilities will be a vast improvement over the present situation.

Additionally, the codification will help to deter the enactment of redundant or inconsistent new ordinances and enable the governing body and staff to view the body of law as a whole and note any gaps in coverage which may need to be addressed.

**Financial Impact:**

Funding is provided in the annual budget for the codification service.

**Staff Notes:**

Approval is recommended.

**Attachments:**

Proposed Ordinance  
MOU referenced in the Ordinance  
Table of Contents of the Code of Ordinances

August 17, 2018

**CITY OF LAVON, TEXAS**  
**ORDINANCE NO. 2018-08-06**

Adopting a Code of Ordinances

**AN ORDINANCE OF THE CITY OF LAVON, TEXAS, ADOPTING AND ENACTING A NEW CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF NOT EXCEEDING \$500 GENERALLY OR EXCEEDING \$2,000 FOR VIOLATIONS RELATING TO FIRE SAFETY, ZONING OR PUBLIC HEALTH AND SANITATION; PROVIDING FOR THE AMENDMENT OF SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS:**

Section 1. That the Code of Ordinances of the City of Lavon, Texas, consisting of Chapters 1 through 12, each inclusive, and Appendices, is hereby adopted and enacted which shall supersede all other general and permanent ordinances of the City passed on or before July 17, 2018.

Section 2. All ordinances of a general and permanent nature enacted on or before July 17, 2018, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The codification consists of all ordinances as codified therein and as may be revised pursuant to the ordinance codification process and as evidenced by the memorandum of understanding dated June 19, 2018, provided as a part of said process.

Section 4. The repeal provided for in Section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 5. Unless a differing penalty is expressly provided for within the Code, every person convicted of a general violation of any provision of the Code or any rule, ordinance, or police regulation of the City shall be punished by a fine not to exceed \$2,000.00 for violations of all such rules, ordinances and police regulations that govern fire safety, zoning, or public health and sanitation, not to exceed \$4,000.00 for violations of all such rules, ordinances and police regulations that govern the dumping of refuse, and not exceeding \$500.00 for all other violations. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the City may pursue

other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 6. Additions or amendments to the Code when passed in such form as to indicate the intention of the City Council to make same a part of the Code shall be deemed to be incorporated into the Code, so that reference to the Code includes the additions and amendments.

Section 7. Ordinances adopted after July 17, 2018, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 8. This ordinance and the Code adopted hereby shall become effective upon final passage of this ordinance.

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, ON THIS THE 21<sup>st</sup> DAY OF AUGUST, 2018.**

---

Vicki Sanson  
Mayor

ATTEST:

---

Kim Dobbs  
City Administrator/City Secretary

**CODE OF ORDINANCES OF THE  
CITY OF LAVON**

**ABBREVIATED EDITORIAL  
& LEGAL REVIEW**

**MEMORANDUM OF UNDERSTANDING**

As prepared by



**2435 20<sup>th</sup> Street  
Lubbock, Texas 79411  
806.797.8281  
[www.franklinlegal.net](http://www.franklinlegal.net)**

**June 19, 2018**

**CODE OF ORDINANCES OF THE  
CITY OF LAVON**

**ABBREVIATED EDITORIAL &  
LEGAL REVIEW -- MEMORANDUM  
OF UNDERSTANDING**

*A comprehensive editorial and legal review was forwarded to the city in September 2017. This review was very detailed and included many things in need of revision by the city. In the interest of moving the codification project forward, it was agreed that an abbreviated version would be prepared. This version included those things that can be corrected as part of the code adoption. Other more substantive issues addressed in the full review will be addressed by the city at a later date and were not included in the abbreviated review. This document outlines those changes to be made in the final code, based on discussion of the abbreviated review.*

**GENERAL COMMENTS  
AND RECOMMENDATIONS**

1. The preliminary draft code is current through Ordinance No. 2017-03-03 adopted March 7, 2017. Ordinances adopted through the date of the original review will be incorporated into the final draft. Ordinances adopted through June 2018 will be incorporated as a pre-adoption code supplement. Ordinances subsequently adopted will be included in supplements to the adopted code.
  
2. Throughout the code and ordinances, fine amounts are referenced. State law periodically changes as to the amounts a municipality may fine persons for certain violations of the municipality's ordinances. Many of the older provisions currently in effect contain fine amounts, which are significantly lower than the amounts now allowed by state law. Currently, municipalities may impose fines of up to \$500.00 for violations of the ordinances except for those ordinances governing fire, health, safety and zoning. In such cases, the fines may be as high as \$2,000.00. (See V.T.C.A., Local Government Code, Section 54.001.) In the completed version of the code, a general penalty provision will be include in the first chapter which contains these current penalty amounts. This would make enforcement of the ordinances somewhat simpler. Also, should the Texas Legislature revise the

allowable penalty amounts, only this one section of the code would be in need of revision, thus providing a savings on the cost of supplementing the code.

### 3. Obsolete or Possibly Obsolete Positions.

#### City manager

- Sec. 2.01.001, Definitions - "Supervising municipal officer" - This will be revised to refer to the "city staff" generally.
- Sec. 2.13.003, Service of notice - This will be revised to refer to the city administrator.
- Sec. 8.07.001, Definitions - "Authorized agent of the city" - This will be revised to refer to the city administrator.
- Sec. 12.03.002, Delinquent accounts, subsection (m)(2) - This will be revised to refer to the city administrator.

Marshal (section 2.03.001 provides that all references to the marshal's office shall be interpreted as a reference to the city police department). Where applicable, the following will be revised to refer to the chief of police or to the police department, where appropriate.

- Sec. 2.01.001, Definitions - "Authorized emergency vehicle"
- Sec. 2.07.211, Definitions - "Supervising municipal officer"
- Sec. 2.12.041, Definitions - "Supervising municipal officer"
- Sec. 4.01.002, Minimum construction standards for commercial parking lots, driveways and exterior walls, subsection (a), definition of "Authorized agent of the city"
- Sec. 6.02.001, Position established (provides that the fire marshal is supervised by the city marshal - now under the director of public safety, not the police department?)
- Sec. 6.02.002, Duties, subsection (5)
- Sec. 8.06.004, Responsibility for enforcement

Operations division and chief of operations. This is referenced in many instances in chapter 2. These will be revised to refer to the city administrator.

Chief justice. This office is established in chapter 2. On recommendation of this city, these references will be revised to refer to the municipal court judge.

Also, where powers or duties are assigned to the mayor, some of these may now be assigned to the city administrator. It has been recommended that the city review this throughout the code and revise through amending ordinances, as needed.

## **CHAPTER 1 GENERAL PROVISIONS**

4. Article 1.01, Code of Ordinances. These provisions pertain to the adoption of the Code of Ordinances generally (i.e., definitions, severability, etc.). (See also comments above regarding the general penalty provision.)
  
5. Sec. 1.02.002, Enforcement of city ordinances within extraterritorial jurisdiction. This section provides that the city shall enforce zoning ordinances in the extraterritorial jurisdiction. While cities may enforce certain regulations in the ETJ (i.e., subdivision regulations, building requirements), cities do not have the authority to enforce zoning regulations. (See Op.Tex.Att'y Gen. LO97-055 (1997).) This section will be omitted in the new code.

## **CHAPTER 2 ADMINISTRATION AND PERSONNEL**

6. Sec. 2.04.039, Marshal's office absorbed as part of police department. This is the same as section 2.03.001. Sec. 2.04.039 will therefore be omitted in the new code.
  
7. Sec. 2.05.042, Technology fee. The unnecessary dates in subsection (b) will be omitted in the new code.
  
8. Article 2.06, Division 4, Infrastructure and Facilities Commission. On recommendation of the city, this division will be omitted in the new code.
  
9. Sec. 2.06.034, Duties and functions (planning and zoning commission). Subsection (d) (recommendation of zoning and rezoning): The provisions in the zoning ordinance regarding zoning amendments (article XII, Amendments) do not provide for review by the planning and zoning commission, only a hearing before the city council. This will be rectified by the inclusion of the new zoning ordinance.
  
10. Article 2.07, Committees. On recommendation of the city, this article will be omitted in the new code.

11. Sec. 2.12.001, Texas Municipal Retirement System. The various TMRS ordinances pertaining to updated service credits, etc., have not been published. Because many of these provisions are updated frequently, these will be adopted by reference the state law pertaining to the Texas Municipal Retirement System (V.T.C.A., Government Code, ch. 851, subtitle G et seq.), saving such ordinances from repeal and referencing them as being on file in the office of the city secretary.

### **CHAPTER 3 ANIMAL CONTROL**

12. Article 3.04, Vicious Animals. This article derives from the 2013 Code. The remainder of this chapter derives from Ordinance 2016-05-01 adopted 5/3/16. Are the provisions regarding vicious animals (article 3.04 and the definition of vicious animal in section 3.01.001) superseded by the provisions regarding dangerous animals (section 3.01.008 and the definition of dangerous animal section 3.01.001)?

Note: The "vicious animal" definition and regulations are somewhat different from the "dangerous animal" definition and regulations. The vicious animal definition in section 3.01.001 states that it includes dangerous dogs.

No revision will be made to these sections at this time, but it has been recommended that the city review and revise by amending ordinances as needed.

13. Sec. 3.01.002, Penalty. Subsection (b): There is a discrepancy in the figures:

*"... a fine of not less than five hundred dollars (\$100.00) [sic] nor more than two thousand dollars (\$2,000.00)"*

This will be revised to read "five hundred dollars (\$500.00)"

14. Sec. 3.01.009, Keeping livestock. Subsection (b)(2) states the number of cows and horses permitted on the first acre, and the number permitted if over two acres, but does not state the number permitted if the area is between one and two acres. This will be revised to allow for up to 2 cows or horses on a 1 to 2 acre lot.
15. Sec. 3.03.001, Generally. Subsection (a)(2) states that "cats or dogs not exhibiting evidence of being registered as described in this chapter" are subject to impoundment. There is no registration requirement for cats and dogs. References to registration requirements will be omitted in the new code.

## CHAPTER 4 BUILDING REGULATIONS

16. Ordinance 96-10-1 adopted 10/17/96. Ordinance 96-10-1 requires a construction permit and provides for a time limit for completing construction Ordinance 2001-12-10, which relates to commercial truck traffic, states that it repeals Ordinance 96-10-1. On recommendation of the city, Ordinance 96-10-1 will not be included in the code.
  
17. Sec. 4.01.003, Containment of construction debris. This is section 3.01 of Ordinance 2003-02-01. The remainder of that ordinance, which adopted the 2000 International codes, was superseded by subsequent ordinances; however these provisions will be retained.
  
18. Sec. 4.02.031, Adopted; penalty. In subsection (a), the words "residential building code" will be revised to be "commercial building code"  
  
*"The International Building Code, 2012 edition ... is hereby adopted and designated as the residential [commercial] building code of the city ..."*
  
19. Sec. 4.02.061, Adopted; penalty. In subsection (a), the words "plumbing code" will be revised to be "residential building code"  
  
*"The International Residential Code, 2012 edition ... is hereby adopted and designated as the plumbing code [residential building code] of the city ..."*
  
20. Sec. 4.04.004, Administration. Subsection (d) of this section establishes the procedures for variances from the flood damage prevention regulations. Mention is there made of an "appeal board, as established by the community." This is the standard language in these model ordinances as provided by FEMA. Revision will be made to provide that the city council will perform these functions.
  
21. Sec. 4.05.047, Expiration. This states that a sign permit shall become null and void if work has not been commenced within 60 days. This appears conflict with the current fee schedule. Section A6.007 of the fee schedule provides that sign permits expire in 30 days. A new fee schedule has adopted which may rectify this; however it will be revised to be consistently 60 days if not.

22. Sec. 4.06.003, Definitions. The definition of "Vision or visibility triangle" is different from the vision clearance area described in article III, section 8 of the zoning ordinance (Vision Clearance). The new zoning ordinance should rectify this.

## CHAPTER 5 BUSINESS REGULATIONS

23. Sec. 5.02.033, Issuance; fee; duration; revocation. Revision will be made to state that persons engaged in interstate commerce will be excluded from the portions of this section regarding a fee. Although the city may require such persons to register with the city, such persons are exempt from the payment of a license or permit fee. Ordinances requiring permit fees for persons engaging interstate commerce have been held to impose an undue burden on interstate commerce and were held to be void. (See Pictorial Review Co. v. Alexandria, 46 F2d 337.)

## CHAPTER 7 HEALTH AND SANITATION

24. Sec. 7.03.034, Enforcement; penalties. In subsection (c)(2): There is a discrepancy in the figures:

*"A civil penalty up to one hundred dollars (\$1000.00) [sic] a day ..."*

This will be revised to read "one thousand dollars (\$1,000.00)."

## CHAPTER 8 OFFENSES AND ADDITIONAL PROVISIONS

25. Sec. 8.01.001, Misdemeanors under state law adopted. This language derives from the preamble of Ord. 89-4, which relates to jurisdiction of the municipal court. This will be included in the code. Otherwise, that ordinance is superseded by the 2013 Code.
26. Article 8.06, Property Maintenance and Community Appearance. Additional authority to abate "dangerous weeds" has been granted to cities. This allows cities to immediately abate the nuisances of weeds in excess of forty-eight (48) inches in height which are an immediate danger to the health, life or safety of any person.

(See V.T.C.A., Health and Safety Code, section 342.008.) Such provisions will be included in this article of the code.

## **CHAPTER 10 STREETS, PARKS AND OTHER PUBLIC WAYS**

27. Sec. 10.04.002, Interpretation ; governing law; venue. The reference to Rockwall County will be deleted.

*"All obligations of the parties hereunder are performable in Collin County and/or Rockwall County, Texas."*

28. Sec. 10.06.002, Penalty. There is a discrepancy in the figures:

*"... a fine not to exceed one thousand dollars (\$500.00) [sic] for each offense ..."*

This will be revised to read "five hundred dollars (\$500.00)..."

## **CHAPTER 11 TRAFFIC AND VEHICLES**

29. Sec. 11.03.004, Enforcement; penalties. In subsection (c)(2): There is a discrepancy in the figures:

*"A civil penalty up to one hundred dollars (\$1000.00) [sic] a day ..."*

This will be revised to read "one thousand dollars (\$1,000.00)..."

## **APPENDIX A FEE SCHEDULE**

30. Sec. A1.004, Expiration of permits. On recommendation of the city, this section will be omitted in the new code.
31. Sec. A8.002, Commercial filming. Ord. 2016-08-04 amended the former fee schedule by adding an application processing fee of \$100.00. This fee is not listed

in the current fee schedule adopted by Ordinance 2017-02-03. The newly adopted fee schedule should rectify this.

-----

**Please indicate by signature that the foregoing memorandum has been reviewed and that the city agrees to and has requested that all changes discussed be made in the final code.**

  
Name: Kim Dobbs  
Title: City Administrator / City Secretary  
Date: 08-19-2018



August 8, 2018

Kim Dobbs, City Secretary  
City of Lavon  
120 School Rd  
Lavon, TX 75166

Dear Kim:

Transmitted herewith is the draft copy of the Code of Ordinances of the City of Mexia, along with an ordinance to adopt the new code. Upon adoption of this ordinance, please assign a number to it and forward an executed copy to me. Please note that since the ordinance contains a penalty provision, it will be necessary to follow publication requirements established by law. The index will be sent along with the remaining copies of the code after adoption.

There is also enclosed an addendum to the memorandum of understanding which outlines a few additional changes made to the code after the memorandum of understanding was approved by the city or items we believe require further review and amendment by ordinance.

In approximately thirty (30) days from the date of adoption of the new Code of Ordinances, I will be forwarding the remaining number of copies of your new Code. Also at that time, we will complete preparation of the electronic version of the code and will also place the code on the Internet. Finally, I will include one additional index for insertion in this draft copy.

If you have any questions or concerns, please do not hesitate to give me a call.

Sincerely,

A handwritten signature in black ink that reads 'R. Kirk Franklin'. The signature is written in a cursive, flowing style.

R. Kirk Franklin, President/Attorney at Law

**CODE OF ORDINANCES  
OF THE  
CITY OF LAVON, TEXAS**

**As Codified By:**



**2435 20<sup>th</sup> Street  
Lubbock, Texas 79411  
806.797.8281  
[www.franklinlegal.net](http://www.franklinlegal.net)**

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**CITY OF LAVON  
CITY COUNCIL  
Agenda Brief**

**MEETING: August 21, 2018**

**ITEM: 7 - F**

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**Item:**

Discussion and action regarding Resolution No. **2018-08-05** authorizing the Mayor to execute an Interlocal Dispatch Services Agreement with Collin County regarding the provision of dispatch services for the Lavon Volunteer Fire Department.

**Background:**

Under an existing Interlocal Agreement, Collin County provides dispatch services to the City of Lavon and the surrounding entities. In order to add the Lavon Volunteer Fire Department (LVFD) to the dispatch array, the County is requiring that an Interlocal Dispatch Agreement specifically for the LVFD be executed.

**Financial Impact:**

The proposed Interlocal Agreement provides for combined fees of an estimated \$6000.00 to be paid by the City in quarterly installments. Funds are available for the first quarterly payment in the current FY18 budget and will be included in the FY 19 budget.

**Staff Notes:**

The City Attorney has reviewed the agreement. Approval is recommended subject to city administrator and city attorney final approval

**Attachments:** Proposed Interlocal Agreement

August 17, 2018

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2018-08-05**

ILA – Collin County and LVFD Dispatch Services

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL DISPATCH SERVICES AGREEMENT WITH COLLIN COUNTY REGARDING THE PROVISION OF DISPATCH SERVICES FOR THE LAVON VOLUNTEER FIRE DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** That the City Council does hereby authorize the Mayor to execute an Interlocal Dispatch Services Agreement with Collin County regarding the provision of dispatch services for the Lavon Volunteer Fire Department, which is attached hereto and labeled “Exhibit A”;

**SECTION 2.** That this resolution shall take effect from and after the date of its passage.

**DULY PASSED and APPROVED** by the City Council of the City of Lavon, Texas, on the 21<sup>st</sup> day of August 2018.

\_\_\_\_\_  
Vicki Sanson, Mayor

**ATTEST:**

\_\_\_\_\_  
Kim Dobbs  
City Administrator | City Secretary

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2018-08-05**

**EXHIBIT A**

## **INTERLOCAL DISPATCH SERVICES AGREEMENT**

This agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Lavon for the Lavon Volunteer Fire Department (the “Fire Department”) and Collin County, a political subdivision of the State of Texas (the “County”).

### **RECITALS**

1. The County, through the Sheriff’s Office, owns and operates communication facilities used in dispatching its law enforcement and emergency service personnel.
2. The Fire Department desires to obtain certain dispatch services from the County with payment for services to be made from available current revenue. Therefore, under the authority of Texas Government Code, Title 7, Interlocal Cooperation Act, Section 791 et seq., the parties agree as follows:

### **SECTION 1. DEFINITIONS**

**DISPATCH SERVICES.** The term “Dispatch Services” means all services necessary for the Collin County Sheriff’s Office to receive calls for Fire/EMS services within the Fire Department’s jurisdiction and to dispatch the Fire personnel in response to such calls.

**HOSTING SERVICES.** The term “Hosting Services” means the County will store the Fire Department’s data as it relates to dispatch services.

### **SECTION 2. TERM**

**2.01 TERM.** The term of this agreement shall commence on October 1, 2018, and shall continue in full force and effect through September 30, 2019.

**2.02 TERMINATION.** Either party may terminate this agreement by giving ninety (90) days written notice to the other party.

## **SECTION 3. SERVICES**

**3.01** The County agrees to provide dispatch services through the Sheriff's Office to the Fire Department in the same manner and under the same work schedule as such services are provided in the operation of the County's law enforcement personnel.

**3.02 Hosting Services.** The County agrees to provide Hosting Services to the Fire Department and that it will provide 95% uptime availability of the service as covered herein.

**3.03 Scheduled Maintenance:** The Fire Department hereby acknowledges that the County may, from time to time, perform maintenance service on the County network, with or without notice to the Fire Department, which may result in the unavailability of the County network.

Emergency maintenance and maintenance for which the County has not given the Fire Department notice in accordance with this Agreement shall not be deemed scheduled maintenance for purposes of this Agreement. The County will make every effort to notify the Fire Department prior to scheduled maintenance. Notice may be given in various forms including but not limited to email notice and/or phone call.

**3.04 Hosted Data Ownership.** The Fire Department shall have sole ownership of the Fire Department's hosted data and the County shall make no claim to ownership of Fire Department's hosted data.

**3.05 Hosted Data Back Up.** The County will back up the Fire Department's hosted data on a daily basis. All data backups will meet Criminal Justice Information Systems (CJIS) requirements. Every effort is made to ensure the reliability of the backed up data in the event that it would be necessary to restore a database. The County,

however, makes no guaranties that the backed up database will be error free. Upon request, the County will provide to the Fire Department a current database backup that can be restored to an alternate location to verify the contents and confirm the quality of the backup. All services required to provide the Fire Department's data and/or verify data will be provided in accordance with the County's current rates.

**3.06 Remote Access Agreement.** For each user the City is required to complete and return **Attachment (A)**, Connection Policy and Agreement Form for remote access and return to County to the address in 9.02 item (C). No access will be given to user unless County has received a Remote Access Agreement.

#### **SECTION 4. NONEXCLUSIVITY OF SERVICE PROVISION**

The parties agree that the County may contract to perform services similar or identical to those specified in this agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

#### **SECTION 5. COMPENSATION**

**5.01** The dispatch service charges for FY2019 in the amount of \$4910.00 shall be paid by the City in quarterly installments of \$1227.50 during the term hereof.

In addition to the fee schedule, each radio registered on the system will be assessed an annual connection fee by Plano, Allen, Wylie, Murphy (PAWM) operators for access to their system. In FY2019, the fee will be \$108 per radio. For FY2020, the fees will be based on the fee schedule formulas adopted by Commissioners' Court and PAWM.

#### **SECTION 6. CIVIL LIABILITY**

**6.01** To the maximum extent permitted by law, any civil liability relating to the furnishing of services under this agreement shall be the responsibility of the Fire

Department. The parties agree that the County shall be acting as agent for the Fire Department in performing the services contemplated by this agreement.

6.02 To the maximum extent permitted by law, the Fire Department shall hold the County free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the services rendered to the Fire Department pursuant to the terms of this agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

#### **SECTION 7. AMENDMENT**

This agreement shall not be amended or modified other than in a written agreement signed by the parties.

#### **SECTION 8. CONTROLLING LAW**

This agreement shall be deemed to be made under, governed by, and construed in accordance with the laws of the State of Texas.

#### **SECTION 9. NOTICES**

**9.01 FORM OF NOTICE.** Unless otherwise specified, all communications provided for in this agreement shall be in writing and shall be deemed delivered, whether actually received or not, forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

**9.02 ADDRESSES.** All communications provided for in this agreement shall be addressed as follows:

- (A) Collin County, to:  
Purchasing Department

2300 Bloomdale #3160  
McKinney, Texas 75071

(B) If to the Fire Department, to:

Kim Dobbs, City Administrator

---

P.O. Box 340

---

Lavon, TX 75166

---

(C) Collin County, Remote Access to:  
Information Technology Department  
2300 Bloomdale #3198  
McKinney, Texas 75071

Or to such person at such address as may from time to time be specified in a notice given as provided in this Section 9. In addition, notice of termination of this agreement by the Fire Department shall be provided by the Fire Department to the County Judge of Collin County as follows:

The Honorable Keith Self  
Collin County Judge  
Collin County Administration Building  
2300 Bloomdale Rd. Suite 4192  
McKinney, Texas 75071

#### **SECTION 10. CAPTIONS**

The headings to the various sections of this agreement have been inserted for the convenient reference only and shall not modify, define, limit or expand the express provision of this agreement.

#### **SECTION 11. COUNTERPARTS**

This agreement may be executed in counterparts, each of which, when taken

separately, shall be deemed an original.

**SECTION 12. OBLIGATIONS OF CONDITION**

All obligations of each party under this agreement are conditions to further performance of the other party's continued performance of its obligation under the agreement.

**SECTION 13. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT**

The County and the City of Lavon for the Fire Department have the exclusive right to bring suit to enforce this Agreement, and no party may bring suit, as a third-party beneficiary or otherwise, to enforce this agreement.

**SECTION 14. PRIOR AGREEMENTS SUPERSEDED**

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

“COUNTY”

COLLIN COUNTY, TEXAS

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

“FIRE DEPARTMENT”

\_\_\_\_\_

BY: Vicki Sanson

TITLE: Mayor

DATE: \_\_\_\_\_

## **Attachment "A"**

### **Law Enforcement Officers Remote Connectivity Policy and Agreement Form**

#### **Remote Access Agreement**

##### **1.0 Purpose**

The purpose of this document is to provide the framework for granting REMOTE ACCESS to Collin County services/equipment through REMOTE ACCESS so that an Authorized Party of a law enforcement agency (Agency) may access its data hosted on Collin County's network.

##### **2.0 Scope**

This policy applies to all Law Enforcement Officers utilizing REMOTE ACCESS to access the Collin County network (such persons referred to herein as "Authorized Parties"). This policy applies to all Collin County REMOTE ACCESS implementations.

##### **3.0 Policy**

Authorized parties may utilize the benefits of REMOTE ACCESS, which are a "user managed" service. This means that the Authorized party is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees as may be required to access the REMOTE ACCESS.

Additionally,

1. It is the responsibility of the Authorized Party to ensure that unauthorized users are not allowed access to Collin County internal networks. User accounts and passwords are NOT to be shared with anyone.
2. Authorized Parties and the Collin County employees sponsoring the request for REMOTE ACCESS are responsible for defining what services/equipment/software the Authorized Parties need access to. Access will be restricted to only those defined objects. Attempting to connect or access any service/device not defined will be considered a violation of the Collin County REMOTE ACCESS policy and will be reported to the Authorized Party's agency
3. The Authorized Parties and the Collin County employees sponsoring the REMOTE ACCESS request are also responsible for defining the time scope that the REMOTE ACCESS account will be active. All accounts are setup with an expiration date not to exceed 6 months, unless otherwise authorized to be a longer timeframe or permanent by the County.
4. REMOTE ACCESS use is to be controlled using either a one-time password authentication such as a token device or a public/private key system with a strong pass phrase.
5. When actively connected to the county network, the REMOTE ACCESS will force all traffic to and from the remote PC over the REMOTE ACCESS tunnel; all other traffic will be dropped.
6. Dual (split) tunneling is NOT permitted; only one network connection is allowed.
7. REMOTE ACCESS gateways will be established and managed by Collin County Information Technology Department.
8. All computers connected to Collin County internal networks via REMOTE ACCESS or any other technology must use the most up-to-date anti-virus software from a reputable IT agency; this includes personal computers.
9. All Authorized Parties connecting to the Collin County internal networks via REMOTE ACCESS or any other technology must keep their systems up to date with the latest security patches for their operating system and applications installed on their connecting systems. All systems using REMOTE ACCESS connections to Collin County must comply with Microsoft's Product Lifecycle chart and use only currently supporting and fully patched operating systems.
10. Authorized Parties may be automatically disconnected from Collin County's network after sixty minutes of inactivity. The user must then logon again to reconnect to the network.

11. Authorized Parties that are not Collin County owned equipment must comply with the Collin County acceptable use policy when accessing the Internet while connected through the REMOTE ACCESS.
12. Only approved REMOTE ACCESS clients may be used.
13. Upon termination of a contract from Collin County, or at the request of the Collin County staff, the Authorized Party must uninstall the REMOTE ACCESS connection from the Authorized Party's computer.
14. Agency expressly agrees to notify the County of staffing changes involving an Authorized Party with access to the County's network within 24 hours or next business day.
15. After six months of expired inactivity, Active Directory and REMOTE ACCESS accounts of an Authorized Party will be permanently deleted, unless otherwise approved by the County.
16. Accounts will be locked out after a certain number of failed attempts.
17. Authorized Parties who have lost their password will have to contact their sponsoring agency to request a password reset. The sponsoring agency will then contact Collin County IT to reset the password for the REMOTE ACCESS user. The sponsoring agency is the Sheriff's Office.
18. It is the responsibility of the Authorized Party to install, configure, setup and support any issues with their systems to connect to Collin County based on the information provided to them.
19. Authorized Parties connect at their own risk and Collin County is not responsible for any damages that they may incur from connecting through the REMOTE ACCESS to Collin County
20. Prior to acquiring REMOTE ACCESS all Authorized Parties will be required to pass a background check unless otherwise approved by the County.
21. If the County migrates to a new network connection technology it is the responsibility of the Agency to budget and obtain any required technology upgrade in order to maintain their network connection to the County. The Agency will be provided advance notification for this change.
22. The Authorized Party must notify Collin County IT immediately upon learning of any compromise occurring through an anti-virus, malware, or other form of unauthorized access. Collin County will also inform the Authorized Parties of any breach or suspected breach occurring on the county network. REMOTE ACCESS may be restricted during such an event while corrective actions are undertaken.

#### **4.0 Granting Access**

To obtain access via REMOTE ACCESS, the Agency and Authorized Party must be sponsored by a party currently employed at Collin County and IT must agree this access is needed for the Collin County information systems. The Agency and Authorized Party must sign this form agreeing to protect the security of the Collin County network. For external Authorized Parties, the Request for REMOTE ACCESS must be signed and approved by the Manager who is responsible for the external Authorized Party's use. REMOTE ACCESS expiration will be based on the contract length unless further time is requested by Collin County Management. The initial setup and testing will be performed during normal operating hours, Monday – Friday, 8 am – 5 pm, and requires a minimal of two weeks' notice to schedule.

#### **5.0 Enforcement**

Collin County Information Technology Department may actively monitor the REMOTE ACCESS concentrator for any suspicious and inappropriate activity. Any Authorized Party found to have violated any part of this policy may have their REMOTE ACCESS terminated immediately.

#### **6.0 Liability**

Agency expressly agrees that they shall be liable for any and all damages, including but not limited to actual, consequential, or incidental damages, for disruptions caused by their negligence or intentional misconduct, including that caused by their Authorized Parties, to the County's services/equipment resulting from or related to Agency's connection to the County's networks.

Unauthorized access or use is prohibited and will be prosecuted to the fullest extent. Anyone using this system expressly consents to monitoring and is advised that if such monitoring reveals possible evidence of criminal activity system personnel may provide the evidence of such monitoring to law enforcement officials. Anyone

using the system connects at their own risk and assumes all responsibilities for any possible damage to their own equipment.

## 7.0 Definitions

<b>Term</b>	<b>Definition</b>
REMOTE ACCESS	An extension of Collin County's internal private network.
REMOTE ACCESS Concentrator	Physical device that manages REMOTE ACCESS connections.
REMOTE ACCESS Client	Remote computer with REMOTE ACCESS software utilizing REMOTE ACCESS services.
Agency Management	Person in Agency company that can take responsibility for the liability clause of this document.
Dual (split) tunneling	When utilizing REMOTE ACCESS, a connection (tunnel) is created to Collin County's network utilizing the Internet. Dual split tunneling allows for this connection as well as a secondary connection to another source. This technology is NOT supported when utilizing Collin County's REMOTE ACCESS.
User	Employee, Agency, contractor, consultant, temporaries, customers, government agencies, etc.
Sponsoring Party	Collin County employee requesting access for a non-employee user to have access to Collin County services/equipment through the REMOTE ACCESS. The employee may be someone in IT.

Agency Management's Signature (if applicable)

Printed Name: Vicki Sanson Signature: \_\_\_\_\_

E-Mail Address: vicki.sanson@cityoflawn.org Phone: 9728434220 Date: \_\_\_\_\_

Remote Access Users Signature

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

E-Mail Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Sponsoring Party's Signature

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

E-Mail Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Return form to:

Caren Skipworth  
2300 Bloomdale #3198  
McKinney, Texas 75071



# CITY OF LAVON CITY COUNCIL Agenda Brief

**MEETING:** August 21, 2018

**ITEM:** 8

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**Item:**

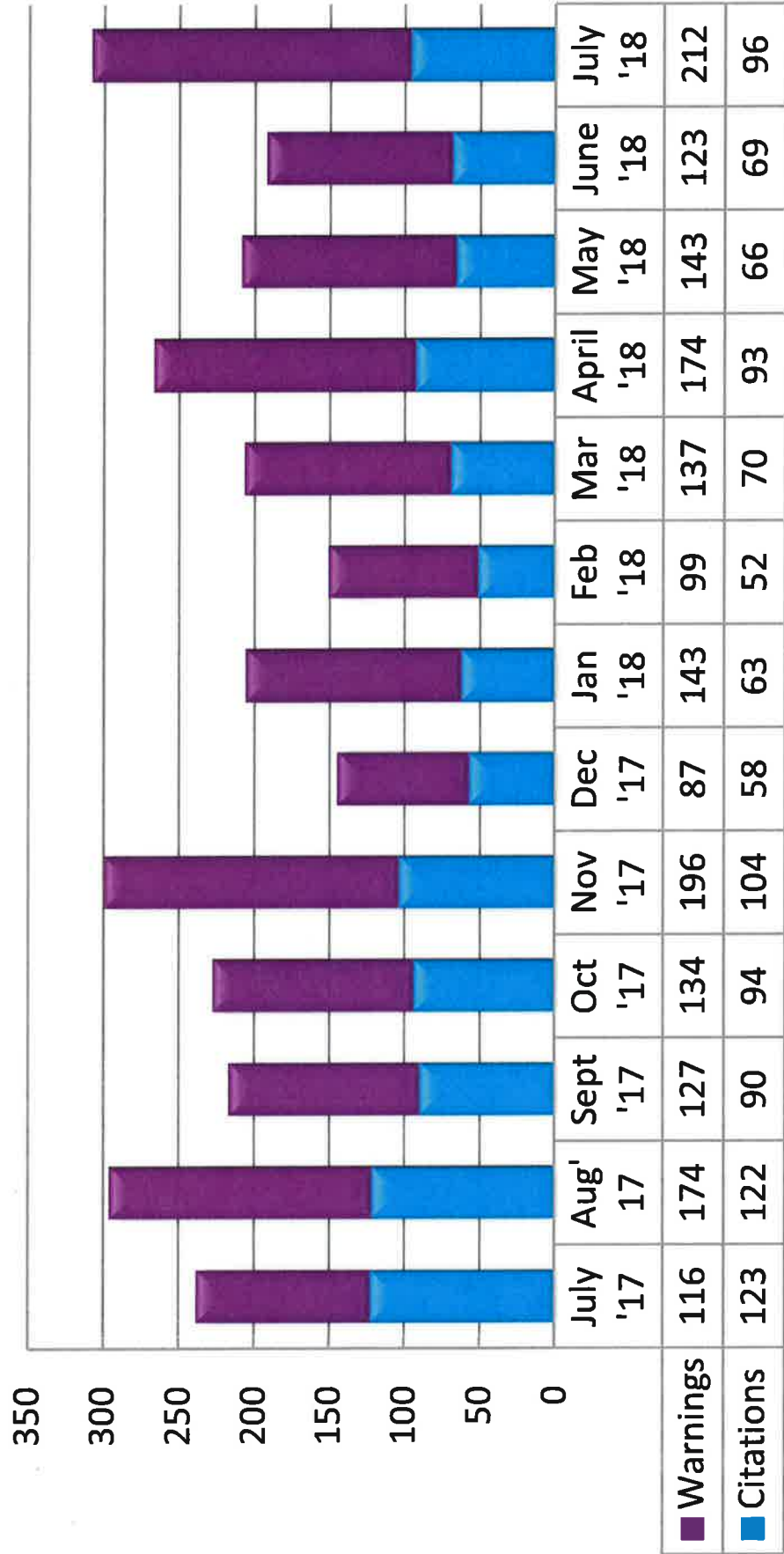
## **STAFF REPORTS**

*The City Council may receive and discuss the reports.*

- A. Police Services – 1) Monthly Reports for traffic stops, calls for service, call breakout and consolidated activity; 2) monthly reserve participation report and 3) community relations officer's update.
- B. Fire Services – 1) Update and status report regarding the Lavon Volunteer Fire Department; 2) Emergency Operations Center (EOC) update; and 3) Paramedics Plus Update and run report.
- C. Public Works Services – 1) General public works and street maintenance report including mowing and trash collection; 2) TxDOT projects report; 3) public works facility update and 4) sanitary sewer system maintenance.
- D. Administration Services – 1) Financial Outlook; 2) Building Permits Report; 3) CWD Recycling Reports; 4) Collin County Monthly Tax Collection Report, 5) Sales Tax Report and 6) LVFD Transition and Implementation Plan status report.

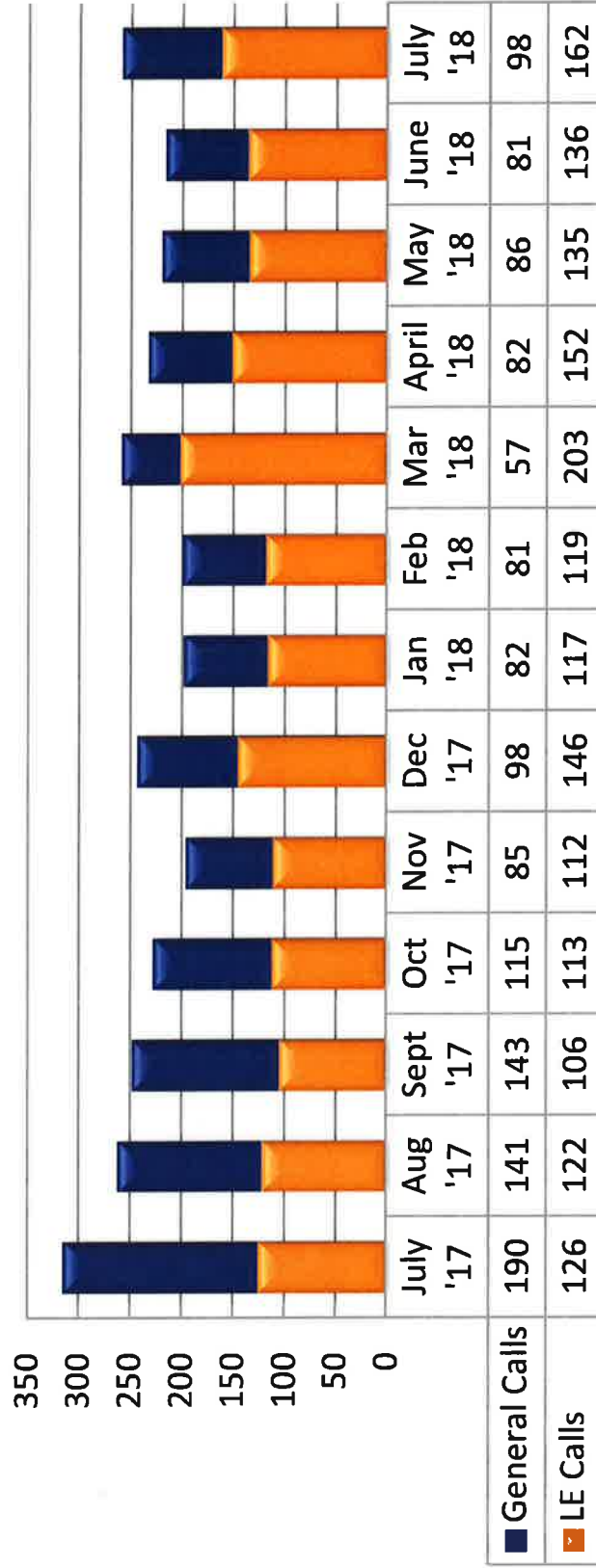
July '18

# Traffic Enforcement



July '18

## Calls for Service



July '18

# Security Checks



July '18

# Call Breakout

Nevada

15%



Lavon

63%

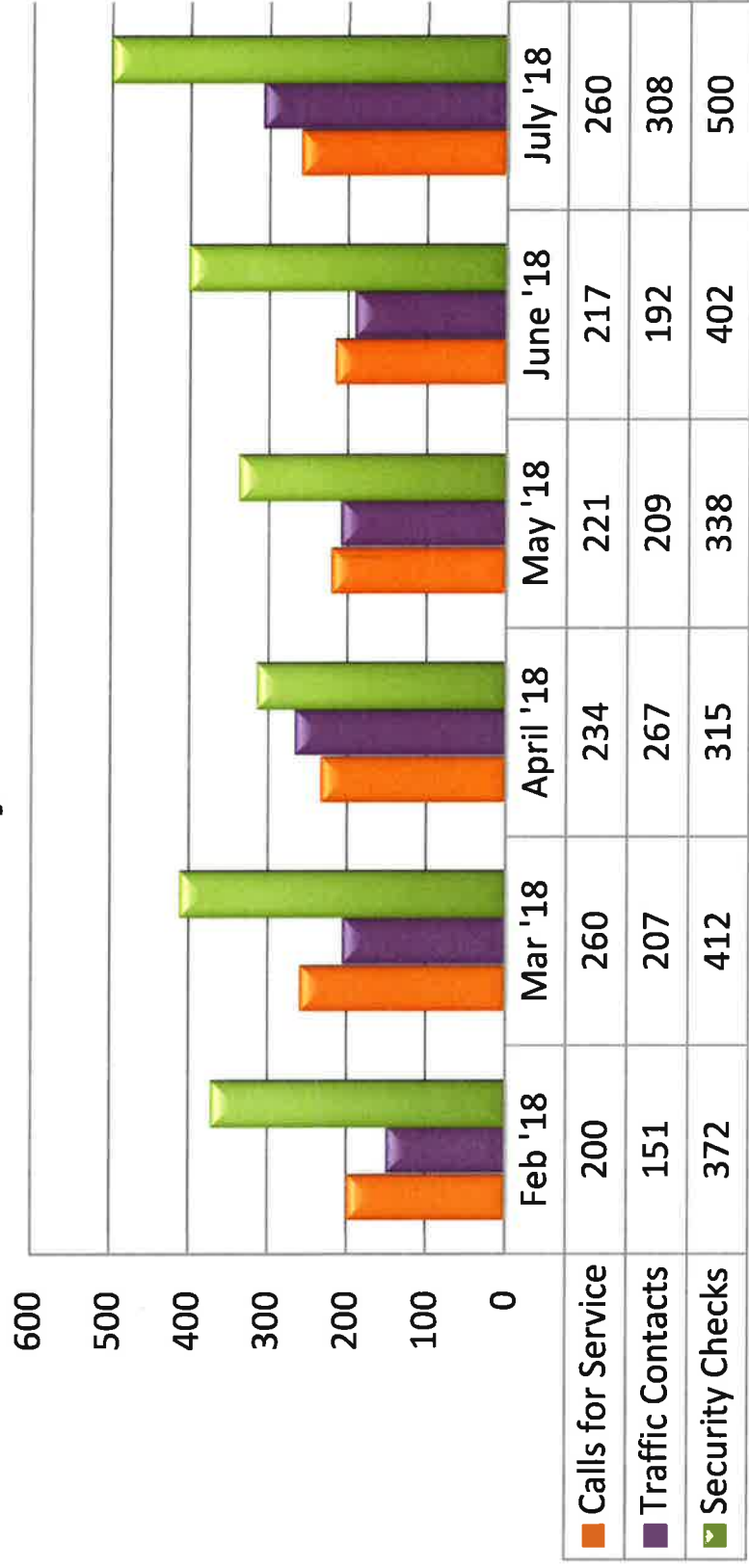
Others\*

22%

\* May include other cities and /or unincorporated areas of the County

July '18

# Activity Levels





# LAVON POLICE DEPARTMENT

## Community Liaison Program Update

### Community Liaison Officer Carissa Vargas-Flournoy

#### 13 August 2018



#### **Social Media -**

Official Department Social Media pages were launched on Facebook, Twitter & Instagram. A link to each page, along with data as of Monday, August 13 is below.

##### Facebook:

<http://www.facebook.com/lavonpolice>

##### Page Likes:

612 likes (increase of 12)

##### Most Recent Post:

Back to School Bash

##### Twitter:

<http://www.twitter.com/lavonpolice>

##### Page Followers:

38 (increase of 1)

##### Most Successful Tweet:

Retweeted 1 time, subject matter national drug take back

##### Instagram:

<http://www.instagram.com/lavonpolice>

##### Page Followers:

157 (increase of 37)

##### Most Recent Post:

Explorers featured at the Back to School Bash

#### **Department Representation -**

July 19<sup>th</sup> – Camp 911 - Officer Spencer represented the Lavon Police Department and gave a short presentation on 911 which included a test text to 911 to show our youth how you can reach 911 through using the texting feature on a cell phone.

August 11<sup>th</sup> – CISD Back to School Bash - Officer Vargas along with 3 Lavon Police Explorers manned a table at the Back to School Bash. On the table we featured a board showing Lavon Police Services, along with candy and small giveaways. We handed out 54 gun locks with education on how to use them, 96 fingerprint kits with DNA swabs, 37 families were educated on booster seats & Texas law regarding child safety seats and we put temporary police tattoos on 144 kids!

#### **Past Community Programs -**

National Night Out sponsorships have been well received by the community. We have received \$375.00 from 5 sponsors and are awaiting one more check from Independent Bank's corporate office for 100.00 which will bring our sponsorship total to \$475.00. Sponsors will be advertising in the bags that are handed out by the Lavon Police Department and their sponsorship donation will help to offset National Night Out expenses and supplement Lavon Police Community Programs.

#### **Upcoming Community Programs -**

On Monday, September 24<sup>th</sup> the Lavon Police Department will participate in CISD's Homecoming Parade.

On Friday, September 28<sup>th</sup> the Lavon Police Department will have a booth at the CISD's Homecoming Festival, which will take place during the Homecoming game.

Planning and preparation for National Night Out on October 2nd is underway!



Custom Apr 1, 2018 - Jun 30, 2018

09:50

MM:SS Average Response Time

17%

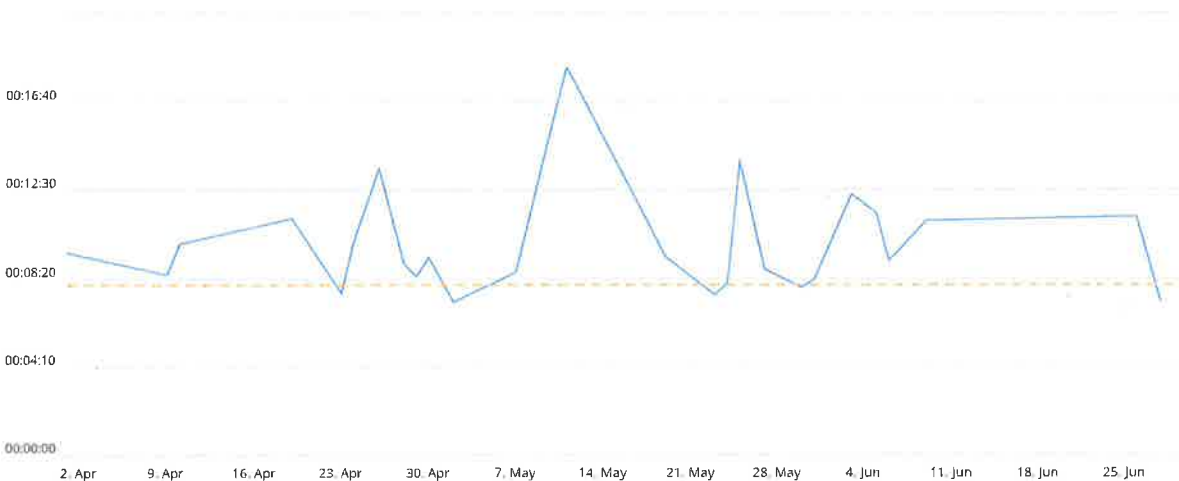
OF RESPONSES Response time < GR:00

91

DAYS In Selected Time Slice

30

UNIT RESPONSES In Selected Time Slice



	Apr '18	May '18	Jun '18	Jul '18	Aug '18	Sep '18	Oct '18	Nov '18	Dec '18	Jan '19	Feb '19	Mar '19	Apr '19	Total
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00:00 - 04:59														
05:00 - 07:59	1	3	1											5
08:00 - 08:59	2	6	1											9
09:00 - 09:59	4	1	1											6
10:00 - 11:59	2		4											6
12:00 - 14:59	1	1	1											3
15:00 - 16:59														
17:00 - 17:59														
18:00 - 19:59		1												1
20:00 - 29:59														
30:00 - 1:29:59														
<b>Total</b>	<b>10</b>	<b>12</b>	<b>8</b>											<b>30</b>
Exceptions														0



Exceptions

0

Account	Ordinary Income/Expense	Oct 2017 Actual	Nov 2017 Actual	Dec 2017 Actual	Jan 2018 Actual	Feb 2018 Actual	Mar 2018 Actual	Apr 2018 Actual	May 2018 Actual	June 2018 Actual	July 2018 Actual	Aug 2018 Outlook	Sept 2018 Outlook	FY 2017-2018 TOTAL	FY 2017-2018 Budget
	Income														
10 1200	Utility Income Transfer	14,333.00	14,333.00	14,333.00	14,333.00	14,333.00	14,333.00	14,333.00	14,333.00	14,333.00	14,333.00	14,333.00	14,337.00	172,000.00	172,000.00
10 1201	Solid Waste Fund Transfer	0.00	0.00	0.00	40,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	120,000.00	120,000.00
	Sanitary Sewer Fund Trans	14,333.00	14,333.00	14,333.00	54,333.00	24,333.00	24,333.00	24,333.00	24,333.00	24,333.00	24,333.00	24,333.00	24,337.00	292,000.00	292,000.00
	Total Utility Income														
	Judicial Branch														
10 1301	Court Fees	270.00	465.00	0.00	250.00	150.00	120.00	360.00	170.00	130.00	220.00	300.00	300.00	2,735.00	3,700.00
	Total Judicial Branch														
	Legislative Branch														
10 1400	Administrative Fee	2,050.00	1,200.00	1,370.00	1,200.00	1,950.00	2,050.00	2,050.00	3,950.00	2,400.00	2,450.00	2,000.00	2,000.00	24,670.00	20,000.00
10 1401	Banking Interest	9.59	6.97	21.76	416.56	762.41	859.66	745.35	664.26	681.96	0.00	1,000.00	1,000.00	6,187.54	3,540.00
10 1403	Late Fees	2,226.84	2,108.52	2,090.24	2,035.59	1,943.44	1,729.33	2,367.24	1,744.06	2,414.19	1,584.08	1,500.00	1,500.00	23,243.53	21,000.00
10 1404	Photocopies	5.70	0.00	0.00	0.00	0.00	2.00	0.00	0.00	1.00	0.50	0.00	0.00	9.20	50.00
10 1408	Restitution	0.00	1,200.00	1,171.01	0.00	75.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,446.01	4,750.00
10 1410	Community Center/Pavillion Re	730.00	1,825.00	810.00	1,480.00	1,095.00	1,955.00	230.00	1,105.00	776.25	810.53	775.00	775.00	12,366.76	8,200.00
	Total Legislative Branch	5,022.13	6,340.49	5,463.01	5,132.17	5,845.85	6,584.96	5,392.59	7,463.32	6,273.40	4,845.11	5,275.00	5,275.00	66,823.98	57,540.00
	Operations Division														
10 3675	EDC Reimb - Tax Note	0.00	0.00	0.00	12,832.81	0.00	0.00	0.00	0.00	0.00	0.00	833.19	0.00	13,466.00	13,466.00
10 1500	Food Service Inspection Permit	0.00	50.00	1,850.00	1,230.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	870.00	4,000.00	4,000.00
10 1501	General Permit Fees	4,943.12	2,015.80	1,353.05	6,458.13	2,458.50	10,367.10	6,545.00	6,633.00	8,746.24	6,934.95	2,500.00	2,500.00	63,454.88	53,811.00
10 1502	New Building Permit Fees	11,913.25	27,002.20	106,531.80	4,863.20	18,611.81	0.00	47,027.55	0.00	38,563.40	47,336.60	1,500.00	1,500.00	305,071.61	285,507.00
10 1504	OSSF Permit Fees	0.00	0.00	0.00	0.00	400.00	0.00	200.00	0.00	0.00	0.00	0.00	0.00	600.00	2,000.00
10 1504	PD Fines / Fees	5,078.20	5,760.69	5,385.63	9,237.77	6,516.91	7,642.47	6,628.56	3,652.90	3,179.89	3,465.85	3,500.00	3,500.00	63,548.87	80,000.00
10 1505	PD Warrant Fines / Fees	101.90	470.10	0.00	589.70	698.00	883.22	946.00	285.90	348.10	40.90	313.09	313.09	5,000.00	5,000.00
10 1506	Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,275.00	0.00	0.00	0.00	0.00	1,275.00	0.00
10 1508	PD Contract	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,750.00	0.00	0.00	26,429.00	36,500.00
10 1511	Transfer - PD Tobacco Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,300.00	0.00	3,300.00	3,300.00
10 1512	Transfer - Court Tech Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,000.00	0.00	4,000.00	4,000.00
	Total Operations Division	22,036.47	35,296.79	115,120.28	35,241.61	26,865.22	34,581.76	61,347.11	11,846.80	50,827.63	70,530.30	15,746.28	8,683.09	490,145.37	467,584.00
	Prior Year Carryover														
10 1570	Unenc Funds	243,688.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	243,688.88	208,564.00
	Total Carryover	243,688.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	243,688.88	208,564.00
	Taxes														
10 1600	Franchise Tax	36.86	5,418.01	0.00	80,296.26	18,514.26	0.00	70.13	6,501.34	8,342.75	6.52	3,000.00	3,000.00	125,188.15	130,000.00
10 1601	Property Tax	21,801.22	64,422.47	939,060.87	163,254.28	53,132.83	16,315.91	3,028.68	9,505.37	3,430.13	4,916.70	2,500.00	0.00	1,301,368.47	1,295,426.00
10 1602	Sales & Use Tax	15,908.70	15,690.55	15,773.26	19,932.93	22,092.91	16,169.09	2,909.06	20,678.55	18,698.28	19,381.74	21,515.05	15,000.00	203,748.13	157,500.00
	Total Taxes	37,744.78	65,531.03	954,834.13	283,483.50	93,740.00	32,485.00	6,007.87	36,685.26	30,471.17	24,306.96	27,015.05	18,000.00	1,630,304.75	1,582,926.00
	Total Income	323,105.36	141,966.31	1,089,750.42	378,440.28	152,954.07	96,114.76	97,440.57	80,498.38	112,035.20	124,235.37	72,699.33	56,595.09	2,727,807.16	2,612,314.00
	Expense														
	Judicial Branch														
20 8001	Credit Card Fees	268.51	276.18	179.41	648.87	670.32	80.12	224.80	223.36	109.17	112.08	200.00	200.00	3,192.84	3,000.00
20 8006	Jury Panel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	78.00	0.00	0.00	0.00	72.00	150.00	150.00
20 8007	Health Insurance	711.20	707.39	707.39	711.05	707.39	707.39	711.05	707.39	707.39	711.05	707.39	704.92	8,501.00	8,501.00
20 8250	Office Supplies	76.85	139.96	0.00	100.66	224.93	122.13	17.66	66.27	202.66	183.20	192.94	182.64	1,500.00	1,500.00
20 8300	Payroll - Municipal Court Staff	4,109.64	6,211.26	4,276.05	6,460.32	4,239.47	4,093.12	4,176.85	4,282.72	4,194.75	4,244.87	6,541.98	8,541.97	63,373.00	63,373.00
20 8502	Payroll - Judge	337.50	150.00	0.00	412.50	337.50	300.00	337.50	412.50	412.50	225.00	306.25	306.25	3,500.00	3,500.00
20 8503	Payroll - Prosecutor	337.50	150.00	0.00	300.00	300.00	300.00	337.50	412.50	200.00	150.00	506.25	506.25	3,500.00	3,500.00
20 8400	Postal Fees	49.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	6.70	25.00	25.00	162.40	162.40
20 8600	Training	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	50.00	-50.00	450.00	450.00	1,000.00	1,000.00
	Total Judicial Branch	5,890.00	7,634.79	5,162.85	6,633.40	6,542.11	5,602.76	5,812.06	6,232.76	5,876.47	5,562.90	10,826.81	10,989.33	64,679.24	64,974.00

Account	Oct 2017 Actual	Nov 2017 Actual	Dec 2017 Actual	Jan 2018 Actual	Feb 2018 Actual	Mar 2018 Actual	Apr 2018 Actual	May 2018 Actual	June 2018 Actual	July 2018 Actual	Aug 2018 Outlook	Sept 2018 Outlook	FY 2017-2018 TOTAL	FY 2017-2018 Budget
Administration														
30 8010 Advertising & Notices	1,928.20	327.54	0.00	0.00	182.31	735.98	1,149.78	414.34	0.00	1,250.00	505.93	505.92	7,000.00	7,000.00
30 8011 Automobile Allowance	200.00	200.00	200.00	300.00	100.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00	2,400.00
30 8015 Building Supplies	58.23	216.84	67.46	145.36	48.99	182.18	0.00	160.25	92.83	162.08	432.89	432.89	2,000.00	2,000.00
30 8021 Cell Phone - Staff	71.40	71.62	71.62	75.62	87.21	87.21	36.80	36.80	36.80	36.73	100.00	100.00	811.81	1,000.00
30 8060 Computer (Server/Software)	16.19	16.23	626.23	16.23	16.23	16.23	16.23	16.23	16.23	16.23	1,113.87	1,113.87	3,000.00	3,000.00
30 8085 Council Events	0.00	32.97	489.80	77.88	76.37	13.45	33.40	350.56	86.14	97.21	0.00	0.00	1,237.78	1,300.00
30 8070 Cleaning	450.00	450.00	450.00	500.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	690.00	5,640.00	5,640.00
30 8080 CPA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	2,250.00	2,250.00
30 8081 Drinking Water/Gatorade All	15.00	0.00	0.00	10.00	12.50	0.00	0.00	0.00	136.78	94.96	365.38	365.38	1,500.00	1,500.00
30 8100 Dues & Fees	310.00	246.04	233.00	962.15	1,118.00	271.69	0.00	0.00	0.00	0.00	859.12	0.00	4,000.00	4,000.00
30 8101 Elections	0.00	0.00	1,055.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,000.00	4,000.00
30 8103 Health Insurance	2,844.80	2,166.38	2,166.38	2,181.02	2,166.38	2,166.38	2,166.38	2,166.38	2,166.38	2,181.02	4,500.00	4,500.00	31,396.14	34,000.00
30 8104 Community Events	805.92	541.50	339.36	20.00	0.00	0.00	0.00	0.00	0.00	28.00	0.00	1,578.05	5,040.00	5,040.00
30 8105 Mileage & Meals	0.00	35.23	30.00	281.72	9.63	0.00	9.63	0.00	0.00	0.00	0.00	153.42	500.00	500.00
30 8250 Office Supplies	773.02	-939.29	322.56	277.89	157.84	170.28	159.75	366.31	335.41	165.43	555.40	555.40	3,500.00	3,500.00
30 8251 Office Furniture	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	750.00	750.00	750.00
30 8252 Office Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	2,500.00	2,500.00
30 8300 Payroll - Admin Staff	15,317.30	16,134.22	15,971.14	23,956.71	15,950.40	16,306.34	15,971.14	15,971.14	15,971.14	15,971.14	18,169.16	18,169.17	203,859.00	203,859.00
30 8324 Comm Center Events Coord	540.00	550.00	965.00	845.00	1,180.00	780.00	410.00	550.40	701.24	682.50	700.00	700.00	8,604.14	7,500.00
30 8400 Postal Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122.00	250.00
30 8450 Sales Tax Rebate	0.00	0.00	0.00	7,053.51	0.00	0.00	0.00	0.00	0.00	12,266.96	0.00	0.00	19,320.47	15,000.00
30 8415 Records Storage	138.00	138.00	138.00	138.00	154.00	154.00	154.00	0.00	338.80	154.00	154.00	154.00	1,814.80	1,800.00
30 8500 Website	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,750.00	1,750.00	3,500.00	3,500.00
30 8600 Training	210.00	0.00	15.00	65.00	30.00	531.12	175.00	125.79	0.00	750.00	299.04	299.05	2,500.00	2,500.00
30 7000 Electric	615.01	516.11	455.41	399.86	520.64	366.83	385.92	383.50	720.81	820.55	800.00	800.00	6,786.64	5,000.00
30 7002 Natural Gas	20.53	32.08	297.23	1,480.98	946.20	166.73	560.37	54.67	82.78	47.95	48.35	100.00	3,857.87	4,100.00
30 7003 Telephone	521.76	507.35	521.29	505.98	509.77	507.04	508.25	504.83	509.36	513.30	512.64	560.43	6,200.00	6,200.00
30 7004 Water	48.22	35.50	37.16	50.34	84.73	102.02	83.51	106.56	92.18	84.13	85.00	85.00	864.35	750.00
Total Administration	24,883.58	21,878.32	24,422.36	39,238.47	24,326.35	24,562.97	22,834.85	21,929.76	21,998.49	35,972.21	33,100.78	39,576.86	334,725.00	331,183.00
Operations Division														
Fire Services														
40 5000 ALS medical Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	650.00	650.00	1,300.00	1,300.00
40 5001 Apparatus Upgrades/Repairs	0.00	0.00	0.00	0.00	130.00	963.12	2,474.82	7.00	2,474.82	2,766.42	0.00	0.00	6,341.36	6,000.00
40 5010 Computer/IT/Printer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	600.00	600.00	1,600.00	1,600.00
40 6002 Equipment Maint and Repair	0.00	794.37	10.00	22.00	0.00	7.55	0.00	0.00	0.00	0.00	185.98	500.00	1,500.00	1,500.00
40 8010 Fuel	313.12	230.44	147.75	303.46	121.75	171.79	143.47	206.00	437.22	253.18	500.00	500.00	3,328.18	5,000.00
40 6101 Fire Marshal Dues & Fees	105.98	106.08	106.08	106.08	106.08	106.08	106.10	106.10	106.08	106.08	275.00	12.43	575.00	575.00
40 6120 Internet/Wifi/Sat	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	289.84	289.84	1,640.00	1,640.00
40 6131 Helmet EMS pk	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	762.00	0.00	0.00	1,600.00	1,600.00
40 6145 Office Furniture	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	762.00	250.00
40 6147 Postal Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0.00	75.00	75.00
40 6148 PPE/Bunker gear	49.98	62.50	62.50	62.50	62.50	62.50	62.50	62.50	62.50	598.00	0.00	25,909.52	26,620.00	26,620.00
40 6200 Safety Fire Equipment	0.00	178.60	234.03	0.00	0.00	87.36	176.94	0.00	2,615.00	1,210.00	10,000.00	10,346.07	24,850.00	24,850.00
40 8201 Fire Hose	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,760.64	0.00	0.00	489.16	2,250.00	2,250.00
40 8204 NFPA Pump/Ladder E2	4,842.16	4,842.16	4,842.16	7,283.24	4,842.16	4,842.16	4,842.16	4,842.16	4,842.16	4,842.16	6,568.16	6,568.16	64,101.00	500.00
40 8205 Health Insurance	711.20	707.39	707.39	711.05	707.39	707.39	711.05	707.39	707.39	711.05	704.92	704.92	6,501.00	6,501.00
40 8207 PT Personnel Stipend	1,825.00	1,325.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	425.00	425.00	4,000.00	4,000.00
40 8209 Uniforms/Graphics	52.57	152.90	76.98	36.84	127.90	36.84	36.80	94.72	0.00	0.00	283.84	283.84	1,200.00	1,200.00
40 8210 Cell Phone	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	900.00	900.00
40 8250 Fire Services General	56.50	0.00	0.00	0.00	0.00	100.88	104.02	0.00	70.99	355.89	55.76	55.76	800.00	7,500.00
40 8261 FD Office Supplies	61.24	35.59	33.52	0.00	25.95	19.78	37.02	37.02	58.67	52.84	512.70	512.69	1,350.00	1,350.00
40 7000 Electric	21.04	85.81	97.26	211.87	200.79	99.46	84.17	73.49	132.93	144.03	115.96	200.00	1,466.81	2,500.00
40 7001 Natural Gas	46.72	46.72	46.72	73.91	111.16	87.62	44.58	44.28	44.28	44.28	44.28	165.03	800.00	800.00
40 7002 Water	29.42	34.40	29.86	28.05	34.73	29.86	27.43	34.73	34.73	109.24	229.08	229.07	850.00	850.00
Total Fire Service	8,114.91	8,794.23	6,399.16	8,909.57	6,559.90	7,260.09	6,276.72	6,149.89	13,793.81	11,955.06	22,072.93	50,624.04	156,910.35	166,282.00
Police Department														
40 6015 Audio Visual	0.00	0.00	0.00	0.00	492.91	0.00	765.81	0.00	0.00	0.00	0.00	541.28	1,800.00	1,800.00
40 6018 Body Armor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	663.98	0.00	316.02	0.00	1,000.00	1,000.00
40 6019 Ballistic Helmet	0.00	0.00	0.00	0.00	0.00	408.50	0.00	0.00	0.00	0.00	0.00	91.50	500.00	500.00
40 6021 Cell Phone Staff	660.19	537.36	558.36	503.17	452.80	452.80	452.20	-15.82	71.97	42.88	1,292.00	1,291.99	6,300.00	6,300.00
40 6050 Child Abuse Interlocal	0.00	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	1,500.00
40 6055 Cleaning	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	4,200.00	4,200.00
40 6061 Computers	0.00	0.00	0.00	0.00	220.25	0.00	13,063.78	1,147.75	296.80	705.00	0.00	0.00	15,433.38	15,400.00

Account	Oct 2017 Actual	Nov 2017 Actual	Dec 2017 Actual	Jan 2018 Actual	Feb 2018 Actual	Mar 2018 Actual	Apr 2018 Actual	May 2018 Actual	June 2018 Actual	July 2018 Actual	Aug 2018 Outlook	Sept 2018 Outlook	FY 2017-2018 TOTAL	FY 2017-2018 Budget
40 6070	0.00	109.64	0.00	0.00	85.38	0.00	0.00	184.77	-61.02	220.78	625.23	825.22	1,800.00	1,800.00
40 6071	30.00	30.00	30.00	30.00	30.00	30.00	30.00	0.00	0.00	330.00	1,280.00	1,280.00	3,100.00	3,100.00
40 6072	0.00	10,032.85	0.00	10,032.85	0.00	0.00	0.00	0.00	0.00	10,032.87	0.00	0.58	40,132.00	40,132.00
40 6102	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	78.50	78.50	600.00	600.00
40 6140	0.00	599.00	0.00	0.00	19.94	19.94	0.00	0.00	1,284.59	621.00	173.94	785.91	4,000.00	4,000.00
40 6141	50.36	54.95	0.00	472.00	13.90	13.90	0.00	242.00	0.00	-925.03	795.91	785.91	1,500.00	1,500.00
40 6143	4,299.83	4,305.94	4,305.94	4,342.54	4,305.94	4,305.94	4,342.54	4,305.94	4,305.94	4,342.54	5,000.00	5,000.00	53,163.06	76,509.00
40 6150	0.00	0.00	0.00	348.95	0.00	139.58	0.00	0.00	0.00	139.58	65.94	65.94	800.00	800.00
40 6146	0.00	11.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	338.88	750.00	750.00
40 6180	390.06	278.87	278.83	278.91	278.91	278.91	278.91	278.91	278.91	278.91	349.86	349.86	3,600.00	3,600.00
40 6252	2.82	39.62	17.24	279.99	99.40	93.12	0.00	213.00	0.00	127.31	127.30	127.30	1,000.00	1,000.00
40 6253	108.98	205.12	72.13	161.83	250.22	235.62	99.44	76.79	277.85	68.00	707.01	707.00	3,000.00	3,000.00
40 6300	35,237.50	37,735.64	34,337.61	52,729.48	37,735.64	31,907.72	33,649.90	34,365.07	34,966.66	35,237.48	46,484.88	46,484.88	460,862.69	467,156.00
40 6530	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,250.00	1,250.00	2,500.00	2,500.00
40 6400	6.48	33.72	68.93	9.91	100.00	6.70	51.55	116.26	116.03	80.85	9.77	0.00	600.00	600.00
40 6451	0.00	0.00	0.00	0.00	0.00	192.00	0.00	84.48	0.00	0.00	2,500.00	2,223.52	5,000.00	5,000.00
40 6453	1,800.00	0.00	0.00	0.00	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	3,500.00	3,500.00
40 6501	641.48	0.00	0.00	0.00	0.00	75.00	0.00	0.00	417.19	0.00	0.00	0.00	1,500.00	1,500.00
40 6502	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	500.00	500.00
40 6650	9,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	10,000.00	10,000.00
40 6801	1,407.50	0.00	4.43	200.00	57.23	295.00	573.40	56.00	55.73	69.98	1,425.36	1,425.35	5,500.00	5,500.00
40 6900	106.43	0.00	0.00	106.43	0.00	400.32	737.21	218.10	9.98	225.00	1,218.98	1,218.98	4,000.00	4,000.00
40 6903	50.00	25.00	25.00	10.00	30.00	0.00	0.00	0.00	0.00	0.00	50.00	85.00	500.00	500.00
40 6904	1,784.20	1,482.30	1,679.62	2,840.50	1,538.16	1,809.17	1,905.64	1,853.02	1,829.13	2,341.47	1,728.24	1,728.23	22,500.00	22,500.00
40 6904	117.73	568.00	976.91	340.72	129.00	520.27	695.32	902.65	682.08	1,167.86	1,955.73	1,955.73	10,000.00	10,000.00
40 6950	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,020.00	990.00	990.00	3,000.00	3,000.00
40 7025	2.66	320.41	309.96	429.24	401.32	399.48	339.48	328.06	407.62	472.02	174.83	174.83	4,000.00	4,000.00
40 7027	457.05	457.05	457.05	456.46	456.46	456.46	455.34	474.54	474.54	474.54	690.34	690.33	6,000.00	6,000.00
40 7028	37.37	29.42	28.65	29.26	28.65	29.86	29.26	29.26	29.86	29.86	49.57	49.58	400.00	400.00
	57,120.67	58,724.21	43,500.96	73,665.32	48,773.05	42,324.29	69,295.07	45,376.78	46,477.67	57,328.08	70,406.81	71,080.75	684,571.16	714,149.00
Public Works														
40 5980	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	150.00	300.00	300.00
40 6022	150.74	134.07	150.90	138.55	137.58	137.58	167.70	187.70	187.70	187.39	200.04	200.05	2,000.00	2,000.00
40 6051	3,269.24	3,269.24	3,269.24	4,903.86	3,269.24	3,269.24	3,269.24	3,269.24	3,269.24	3,057.62	4,192.30	4,192.30	42,500.00	42,500.00
40 6104	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	500.00	1,000.00	1,000.00
40 6105	0.00	0.00	0.00	800.00	0.00	250.00	650.00	0.00	450.00	350.00	86.44	410.56	3,000.00	3,000.00
40 6106	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	500.00	1,000.00	1,000.00
40 6155	1,350.00	78.00	0.00	0.00	0.00	658.12	2,601.96	1,200.00	673.46	2,195.50	1,771.47	1,771.47	12,500.00	12,500.00
40 6156	1,099.34	112.63	182.88	0.00	0.00	395.71	162.92	13.65	548.15	450.00	2,017.46	2,017.46	7,000.00	7,000.00
40 6260	2,126.41	2,114.98	2,114.98	2,125.96	2,114.98	2,114.98	2,125.96	2,114.98	2,114.98	2,125.96	2,861.80	2,861.81	25,503.00	25,503.00
40 6267	37.35	0.00	0.00	23.16	52.36	94.61	35.24	0.00	45.32	0.00	355.98	355.98	1,000.00	1,000.00
40 6270	42.00	0.00	100.00	82.97	417.62	36.84	36.80	36.80	357.72	36.73	357.72	357.72	1,500.00	1,500.00
40 6302	8,432.00	8,432.00	15.49	0.00	51.55	17.06	0.00	0.00	23.87	0.00	425.03	425.00	1,000.00	1,000.00
40 6306	0.00	0.00	8,232.00	12,305.70	8,884.42	6,968.00	8,400.57	7,571.47	8,035.56	7,707.44	11,530.92	11,530.92	109,031.00	109,031.00
40 6545	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00	2,000.00	2,000.00
40 6550	0.00	0.00	0.00	0.00	228.95	273.00	807.55	439.35	0.00	605.00	2,373.08	2,373.07	500.00	500.00
40 6700	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	300.00	7,100.00	7,100.00
40 6701	477.63	3,569.84	3,725.19	3,725.19	5,473.78	3,725.19	3,725.19	3,829.93	3,998.90	4,723.39	6,554.44	4,732.33	44,000.00	44,000.00
40 6703	0.00	0.00	0.00	1,998.00	0.00	0.00	0.00	0.00	0.00	16,790.00	7,482.00	7,482.00	33,750.00	33,750.00
40 6749	0.00	0.00	0.00	0.00	0.00	0.00	1,480.00	1,480.00	1,480.00	1,850.00	3,860.00	3,860.00	12,000.00	12,000.00
40 6802	300.00	870.00	235.25	3.10	749.05	2,347.79	3.35	0.00	45.00	0.00	1,172.84	1,172.83	6,000.00	6,000.00
40 6851	0.00	0.00	0.00	785.00	0.00	1,006.00	95.00	59.92	45.00	0.00	1,919.54	1,919.54	7,000.00	7,000.00
40 6905	231.16	348.59	169.85	264.76	485.00	0.00	0.00	245.74	0.00	67.50	898.11	898.11	3,500.00	3,500.00
40 6906	176.97	103.70	25.00	540.82	181.98	226.69	236.04	453.76	398.79	323.90	1,398.19	1,398.19	6,000.00	6,000.00
40 6901	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	4,000.00	4,000.00
40 6911	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	3,000.00	7,800.00	7,800.00
40 6914	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	3,000.00
	18,105.49	20,500.12	19,134.47	28,408.79	22,516.39	23,570.81	24,770.34	21,575.95	21,045.15	36,868.43	55,290.34	52,999.92	344,764.00	344,764.00
Other Expenses														
Multi-year Commitments														
90 6850	0.00	0.00	0.00	0.00	12,832.81	0.00	0.00	0.00	0.00	0.00	633.19	0.00	13,466.00	13,466.00
40 6908	0.00	0.00	0.00	0.00	0.00	4,982.55	0.00	0.00	0.00	0.00	0.00	0.44	4,983.00	4,983.00

Account	Oct 2017 Actual	Nov 2017 Actual	Dec 2017 Actual	Jan 2018 Actual	Feb 2018 Actual	Mar 2018 Actual	Apr 2018 Actual	May 2018 Actual	June 2018 Actual	July 2018 Actual	Aug 2018 Outlook	Sept 2018 Outlook	FY 2017-2018 TOTAL	FY 2017-2018 Budget
50 8009	0.00	0.00	0.00	22,501.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.59	22,502.00	22,502.00
50 8011	289.38	276.31	365.17	285.35	416.50	456.82	285.24	408.19	643.30	488.22	426.86	426.86	4,800.00	4,800.00
50 8013	476.46	0.00	0.00	476.46	0.00	0.00	476.46	0.00	0.00	476.46	0.00	0.00	2,024.21	1,904.00
50 8014	0.00	0.00	6,338.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,338.14	6,338.00
50 8015	0.00	0.00	0.00	6,684.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.13	6,685.00	6,685.00
50 8016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-
50 8017	0.00	0.00	0.00	4,377.42	0.00	4,377.42	0.00	10.00	4,377.42	0.00	0.00	4,857.74	18,000.00	18,000.00
50 8018	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,041.12	0.00	0.00	18,041.12	18,042.00
50 8019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,682.25	0.00	16,682.25	16,683.00
50 8020	0.00	0.00	0.00	12,802.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.33	12,803.00	12,803.00
50 8021	0.00	0.00	0.00	2,365.36	0.00	2,365.36	0.00	0.00	2,365.36	0.00	0.00	2,903.92	10,000.00	10,000.00
Total Debt Service	775.84	278.31	6,703.31	51,503.54	13,249.31	12,280.33	761.70	418.19	7,866.08	19,015.90	17,752.30	8,190.01	138,314.72	138,196.00
Facilities														
50 8112	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,900.00	0.00	2,900.00	5,800.00	5,800.00
50 8113	0.00	0.00	0.00	0.00	337.84	0.00	0.00	482.41	2,054.90	1,483.20	0.00	6,631.65	11,000.00	11,000.00
50 8114	0.00	9,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42,790.00	0.00	6,980.00	59,500.00	59,500.00
50 8100	375.00	148.48	94.45	321.34	1,123.29	1,110.00	578.00	696.89	23.23	308.30	2,610.01	2,610.01	10,000.00	10,000.00
50 8101	0.00	308.00	513.34	60.89	0.00	244.66	29.97	18.78	3,143.00	225.00	0.00	5,456.36	10,000.00	10,000.00
Total Facilities	375.00	10,206.48	607.79	382.23	1,481.13	1,354.66	608.97	1,188.08	5,221.13	47,716.50	2,610.01	24,556.02	96,300.00	96,300.00
Dedicated Funds														
50 8200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	133,500.00	0.00	133,500.00	133,500.00
50 8203	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56,151.00	87,417.00	145,568.00	145,568.00
50 8204	0.00	0.00	0.00	0.00	0.00	0.00	48,909.00	0.00	0.00	0.00	0.00	0.00	48,909.00	48,909.00
50 8207	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	0.00	0.00	0.00	0.00	0.00	20,000.00	20,000.00
Total Dedicated Funds	0.00	0.00	0.00	0.00	0.00	0.00	68,909.00	0.00	0.00	0.00	181,651.00	87,417.00	347,977.00	347,977.00
Insurance														
50 8300	442.33	442.33	442.33	442.33	442.33	442.33	442.33	646.33	468.08	468.08	468.08	2,301.12	7,450.00	7,450.00
Auto Liability														



**CITY OF LAVON  
BUILDING PERMITS  
CALENDAR YEAR 2017-2018**

PERMITS	July - 18	Calendar Year 2018	Permit Valuations	July - 17	Calendar Year 2017	Permit Valuations
	NUMBER	NUMBER	Permit Fee's	NUMBER	NUMBER	Permit Fee's
COMMERCIAL	3	9	\$1,017.00	2	9	\$1,553.92
SINGLE FAMILY	11	60	\$160,697.65	1	32	\$89,757.50
POOLS	1	4	\$1,600.00	2	5	\$2,000.00
OTHERS	20	153	\$18,485.30	17	76	\$9,363.44
<b>TOTAL</b>	<b>35</b>	<b>226</b>	<b>\$181,799.95</b>	<b>22</b>	<b>122</b>	<b>\$102,674.86</b>



Community Waste Disposal.com  
Since 1962



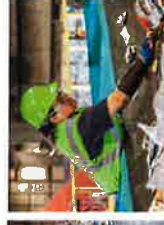
Jul 2018  
**Community Waste Disposal**  
**Monthly Report to the**  
**City of Lavon**

*Nicole Roemer Municipal Coordinator*





# Municipal Recycling Program



## Single Stream Recycling

Participation in the Residential Curbside Recycling Program continues to demonstrate that residents of the City of Lavon are dedicated to the preservation of the Texas environment for future generations.

The chart below details the statistics of the CWD Residential Curbside Recycling Program.

	Jul-18	Jun-18	May-18	Apr-18	Mar-18	Feb-18	Jan-18	Dec-17	Nov-17	Oct-17	Sep-17	Aug-17
Homes	1,314	1,314	1,314	1,314	1,305	1,296	1,291	1,286	1,282	1,276	1,273	1,287
Total Tonnage	19.00	22.87	27.11	46.95	34.76	51.23	22.56	36.44	25.39	21.03	53.10	56.82
PPH	28.92	34.81	41.26	71.46	53.27	46.36	34.95	56.67	39.61	32.96	83.42	88.30



Community Waste Disposal.com  
30 years of service



# Municipal Service Inquiries



## Residential Solid Waste Services

The Solid Waste Industry has a standard service inquiry ratio of 1.0 inquiries per 1,000 service opportunities.

	Jul-18	Jun-18	May-18	Apr-18	Mar-18	Feb-18	Jan-18	Dec-17	Nov-17	Oct-17	Sep-17	Aug-17
<b>Service Opportunities</b>	11,726	11,674	11,466	11,379	11,301	11,223	11,223	11,145	11,111	11,059	11,037	11,158
<b>Service Inquiries</b>	5	0	2	3	3	0	0	0	1	0	1	1
<b>Per 1,000 Service Opps</b>	0.43	0.00	0.17	0.26	0.27	0	0	0	0.09	0	0.09	0.09



# Customer Service Inquiries - Detail



## Good Service is Good Business

CWD's Customer Service Community is available to provide solutions via phone or online. Our efficient team is here to support the City of Lavon and we continually strive for top-notch performance to ensure residents receive the most value out of their waste and recycling services.

### City Account Complaints for the Period of 07/01/2018 - 07/31/2018

Account	Address	Service Type	Service Code	Total
105627-349	832 HARRISON LN	RESI-BULK	RESI R/L BULK	1
105627-351	557 MUSTANG CT	RESI-TRASH	NOTE	2
105627-356	1043 CARPENTER CT	RESI-TRASH	NOTE	
105627-299	538 ADAMS LN	RESI-TRASH	SERVICE TRASH CART	2
105627-352	641 BONHAM	RESI-TRASH	SERVICE TRASH CART	
<b>Grand Total</b>				<b>5</b>

**Kenneth L. Maun  
Tax Assessor Collector  
Collin County  
2300 Bloomdale Rd  
P.O. Box 8046  
McKinney, Texas 75070  
972- 547-5020  
Metro 424-1460 Ext.5020  
Fax 972-547-5040**

**August 10, 2018**

**Mayor Vicki Sanson  
City of Lavon  
P. O. Box 340  
Lavon, Texas 75166**

**Dear Mayor Sanson,**

**Enclosed is the Monthly Collection Report for:  
The City of Lavon tax collections for the month were:**

**July 2018  
\$3,672.11**

**Sincerely,**



**Kenneth L. Maun  
Tax Assessor Collector**

**Attachment**

**cc: Kim Dobbe, City Administrator/City Secretary**

**KM:ds**

Kenneth L Maun  
 Tax Assessor/Collector  
 Collin County  
 P O Box 8046  
 McKinney Tx 75070

Monthly Collection Status Report  
 July 2018

City of Lavon #18

Current Tax Year Collections	Collections Month of July	Cumulative Total 10/1/17 thru 7/31/18	% of Collections
Base M&O	\$3,493.27	\$1,220,562.69	101.12%
Base I&S	185.68	\$64,878.78	
Late Rendition Penalty	0.00	\$137.86	
P&I M&O	142.89	\$2,191.48	
P&I I&S	7.60	\$116.46	
P&I I&S Bond			
Attorney Fee	23.31	\$180.66	
<b>Subtotal</b>	<b>\$3,852.75</b>	<b>\$1,288,068.11</b>	<b>101.33%</b>
<b>Delinquent TaxYears Collections</b>			
Base M&O	-\$142.36	\$7,095.34	
Base I&S	-9.12	\$158.43	
Late Rendition Penalty	0.00	\$0.00	
P&I M&O	-5.85	\$3,834.35	
P&I I&S	0.00	\$58.51	
P&I I&S Bond			
Attorney Fee	-3.07	\$1,771.16	
		0.00	
<b>Subtotal</b>	<b>-\$160.40</b>	<b>\$12,917.79</b>	<b>1.02%</b>
<b>Combined Current &amp; Delinquent:</b>			
Base M&O	\$3,350.91	\$1,227,658.03	
Base I&S	\$176.56	\$65,037.21	
Late Rendition Penalty	0.00	137.86	
P&I M&O	137.04	6,025.81	
P&I I&S	7.60	174.97	
P&I I&S Bond			
Attorney Fee	20.24	1,952.02	
		0.00	
<b>Total Collections</b>	<b>\$3,692.35</b>	<b>\$1,300,985.90</b>	<b>102.35%</b>
<b>Original 2017 Tax Levy</b>		<b>\$1,271,141.41</b>	<b>100.00%</b>

Kenneth L Maun  
 Tax Assessor/Collector  
 Collin County  
 P O Box 8046  
 McKinney Tx 75070

Cumulative Comparative Collection Status Report  
 July 2018

City of Lavon #18

Current Tax Year Collections	Collections thru July 2018		Collections thru July 2017	
		% Collections		% Collections
Base M&O	\$1,285,441.47	101.12%	\$1,151,327.95	99.56%
Late Rendition Penalty	137.86		120.66	
P&I M&O	2,307.92		1,636.29	
Attorney Fee	180.86		0.00	
<b>Subtotal</b>	<b>\$1,288,068.11</b>	<b>101.33%</b>	<b>\$1,153,084.90</b>	<b>99.71%</b>
<b>Delinquent Tax Years Collections</b>				
Base M&O	\$7,253.77		\$7,151.94	
Late Rendition Penalty	0.00		0.00	
P&I M&O	3,692.66		1,540.95	
Attorney Fee	1,771.16		164.19	
Other Fees	0.00		0.00	
<b>Subtotal</b>	<b>\$12,917.79</b>	<b>1.02%</b>	<b>\$8,857.08</b>	<b>0.77%</b>
<b>Combined Current &amp; Delinquent:</b>				
Base M&O	\$1,292,695.24		\$1,158,479.89	
P&I M&O	6,200.78		3,177.24	
Late Rendition Penalty	137.86		120.66	
Attorney Fee	1,952.02		164.19	
<b>Total Collections</b>	<b>\$1,300,985.90</b>	<b>102.35%</b>	<b>\$1,161,941.98</b>	<b>100.48%</b>
<b>Adjusted 2016 Tax Levy</b>			<b>\$1,156,396.66</b>	<b>100.00%</b>
<b>Original 2017 Tax Levy</b>	<b>\$1,271,141.41</b>	<b>100.00%</b>		

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Levy Outstanding Status Report  
 July 2018

City of Lavon #18

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 6/29/18	\$8,438.35	5,718.77
Base M&O Collections	3,678.95	-151.48
Supplement/Adjustments	-\$244.33	-\$227.85
Write-Off	0.00	0.00
Remaining Levy as of 7/31/18	<u>\$4,515.07</u>	<u>\$5,642.40</u>
Cumulative (From 10/01/17 thru 7/31/18)		
Original 2017 Tax Levy (as of 10/01/17)	\$1,271,141.41	14,047.11
Base M&O Collections	1,285,441.47	7,253.77
Supplement/Adjustments	18,815.13	-1,150.94
Write-Off	0.00	0.00
Remaining Levy as of 7/31/18	<u>\$4,515.07</u>	<u>\$5,642.40</u>

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Monthly Distribution Report  
 July 2018

City of Lavon #18

	Distribution Month of July	Distribution 10/1/17 thru 7/31/18
<b>Weekly Remittances:</b>		
Week Ending 7/6/18	\$1,106.49	\$58,069.88
Week Ending 7/13/18	\$222.67	\$111,510.61
Week Ending 7/20/18	\$952.93	\$739,361.73
Week Ending 7/27/18	\$1,294.43	\$299,576.41
Week Ending 7/31/18	\$95.39	\$90,303.23
<b>Total Weekly Remittances</b>	<u>\$3,672.11</u>	<u>\$1,298,823.86</u>
Overpayment from Prior Month	\$0.00	\$203.13
Manual Adjustment Refund	\$0.00	\$0.00
Commission Paid Delinquent Attorney	\$20.24	\$1,952.02
Entity Collection Fee	\$0.00	\$0.00
Judgement Interest	\$0.00	\$0.00
5% CAD Rendition Penalty	\$0.00	\$6.89
<b>Total Disbursements</b>	<u>\$3,692.35</u>	<u>\$1,300,985.90</u>
Carryover to Next Month	\$0.00	\$0.00

**2833 - Lavon, City of (General Obligation Debt)**  
**Report - Lavon, City of (General Obligation Debt) / Sales Tax Data**

The Charts below contain sales tax revenue allocated each month by the State Comptroller. For example, the February allocations reflect December sales, collected in January and allocated in February.

\*Excludes any sales tax retained by the municipality and not remitted to the Comptroller.

- View Grid Based on Fiscal Year
- View Grid With All Years

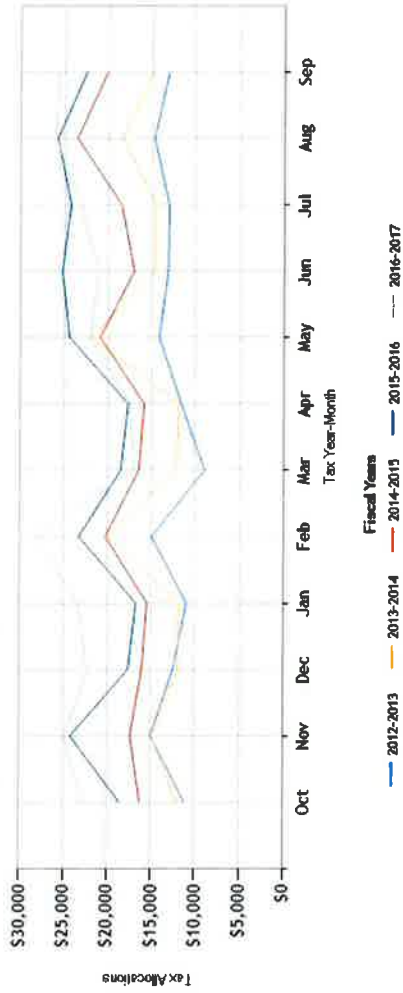
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**By Calendar Year**

Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
2018	\$34,883	\$38,663	\$28,296	\$32,210	\$41,357	\$37,397	\$38,763	\$43,030	\$0	\$0	\$0	\$0	\$294,598
2017	\$23,334	\$28,270	\$17,054	\$17,410	\$22,051	\$21,074	\$23,146	\$25,990	\$25,733	\$27,837	\$27,458	\$27,603	\$286,962
2016	\$16,738	\$23,265	\$18,517	\$17,691	\$24,381	\$25,242	\$24,250	\$25,789	\$22,468	\$22,849	\$24,877	\$22,304	\$268,372
2015	\$15,458	\$20,264	\$16,418	\$15,845	\$20,890	\$16,999	\$18,497	\$23,514	\$20,100	\$18,554	\$24,151	\$17,624	\$228,313
2014	\$11,898	\$19,981	\$12,109	\$11,920	\$21,846	\$14,703	\$14,625	\$18,397	\$14,846	\$16,213	\$17,336	\$16,025	\$189,898
2013	\$10,998	\$14,996	\$8,945	\$11,649	\$14,195	\$13,186	\$13,097	\$14,801	\$13,139	\$12,032	\$14,975	\$11,935	\$153,947
2012	\$10,525	\$12,667	\$8,695	\$11,343	\$13,292	\$12,186	\$12,749	\$13,134	\$11,847	\$11,166	\$15,054	\$12,518	\$145,177
2011	\$8,568	\$12,089	\$7,877	\$8,777	\$13,275	\$11,177	\$9,920	\$13,226	\$10,718	\$9,075	\$15,224	\$9,414	\$129,340
2010	\$8,985	\$9,570	\$8,152	\$7,584	\$10,791	\$10,820	\$10,174	\$12,293	\$8,167	\$8,990	\$10,146	\$10,217	\$115,889
2009	\$7,074	\$12,022	\$7,044	\$7,416	\$13,001	\$9,537	\$9,769	\$10,693	\$13,639	\$11,983	\$12,813	\$9,335	\$124,325

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Monthly - Sales Tax Allocations - By Fiscal Year 10/01 - 09/30



Monthly - Sales Tax Allocations - By Calendar Year

