



AGENDA
MARCH 5, 2019
LAVON CITY COUNCIL
REGULAR MEETING – EXECUTIVE SESSION
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS
7:00 PM

- 1. PRESIDING OFFICER TO CALL THE MEETING TO ORDER AND ANNOUNCE THAT A QUORUM IS PRESENT**
- 2. PLEDGE OF ALLEGIANCE AND INVOCATION**
- 3. 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.
- 4. ITEMS OF INTEREST/COMMUNICATIONS**
Members may identify community events, functions and other activities.
- 5. 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 February 19, 2019 meeting.
 - B.** Approve annual renewal of membership with the Texas Municipal League.
- 6. ITEMS FOR CONSIDERATION**
 - A.** Presentation of and discussion regarding the City of Lavon Annual Review by Nicole Roemer, Municipal Coordinator, Community Waste Disposal (CWD).
 - B.** Discussion and action regarding proposed renewal of CWD contract.
 - C.** Discussion and action regarding the preliminary plat of the Traditions, Phase 2 addition on 30.485 acres of land situated in the Drury Anglin Survey, Abstract No. 2, (CCAD Property ID 1250096), south of the intersection of Geren Dr. and Windmill Dr., Collin County, Texas and consisting of 111 residential lots.
 - D.** Discussion and action regarding Resolution No. **2019-03-01** ratifying and affirming “No Parking Zones” on Windmill Drive as designated by the Traffic Administrator; and providing for an effective date.
 - E.** Discussion and action regarding proposed development design guidelines presented for the LakePointe Development.
 - F.** Conduct a public hearing that was opened on February 19, 2019 and continued to March 5, 2019 to consider testimony and act on a resolution creating the LakePointe Development (Lenart) Public Improvement District/PID in accordance with Chapter 372 of the Texas Local Government Code; being an approximately 173.037-acre tract of land situated in the Samuel M. Ranier Survey, Abstract No. 470 and generally located southeast of the intersection of SH 78 and FM 6 and predominately within the extraterritorial jurisdiction and/or corporate limits of City of Lavon, Texas.
 - 1) Presentation of request.
 - 2) **PUBLIC HEARING** to receive comments regarding the request.
 - 3) Discussion and action regarding the request.

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

7. 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:

(a) Section 551.071: Consultation with City 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 this chapter: (i) LakePointe Development Agreement.

(b) Section 551.087: Deliberation Regarding Economic Development Negotiations; Closed Meeting (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Section 551.087(1).

8. RECONVENE FROM EXECUTIVE SESSION

Consider any action necessary as a result of each item listed in executive session.

9. 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.

- March 19, 2019

10. 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 on or before 6:00 PM on March 1, 2019.



Kim Dobbs, City Administrator | City Secretary

Lavon Spring Bazaar

Saturday, April 13th
10 am to 3 pm



At City Hall and City Park
120 School Road
Lavon, Texas



Booth Resevation & Information
214 934 7190
info@lavonedc.com



MINUTES
FEBRUARY 19, 2019
LAVON CITY COUNCIL
REGULAR MEETING – EXECUTIVE SESSION
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS
7:00 P.M.

ATTENDING: VICKI SANSON, MAYOR
JOHN KELL, PLACE 1
MIKE COOK, PLACE 2
KAY WRIGHT, MAYOR PRO TEM, PLACE 3
TED DILL, PLACE 4
MINDI SERKLAND, PLACE 5

1. **MAYOR SANSON CALLED THE MEETING TO ORDER AT 7:00 P.M. AND ANNOUNCED A QUORUM PRESENT.**

2. **MAYOR SANSON LED THE RECITATION OF THE PLEDGE OF ALLEGIANCE AND MR. DILL DELIVERED THE INVOCATION.**

3. **PRESENTATION**

Eva Hummel and Paul Redmon, Atmos Energy presented the Lavon Volunteer Fire Department (LVFD) and Assistant Chief Danny Anthony with a donation of \$1500.00. Ms. Hummel thanked the LVFD for the continued partnership with Atmos Energy.

4. **CITIZENS COMMENTS**

There were none.

5. **ITEMS OF INTEREST/COMMUNICATIONS**

- Sign the Beam at NeSmith Elementary, Monday 2/25/2019.
- LEDC Small Business Bazaar, Saturday 4/13/2019 from 10am-3pm.
- CISD Spring Break March 11-15.

6. **CONSENT AGENDA**

- A. **Approve the amended minutes of the February 5, 2019 meeting.**
- B. **Accept the Heritage Public Improvement District #1 Assessment Report Summary dated 1/30/2019 and authorize the payment of invoices included therein.**
- C. **Approve Resolution No. 2019-02-05 authorizing the Mayor and Mayor Pro Tem to execute an Equipment Lease Purchase Agreement with Community Leasing Partners for the purchase of two Police Department vehicles for an amount not to exceed \$109,354.26.**

MOTION: APPROVE THE CONSENT AGENDA AS AMENDED.

MOTION MADE: WRIGHT
SECONDED: SERKLAND
APPROVED: UNANIMOUS

7. **ITEMS FOR CONSIDERATION**

B. **Discussion and action regarding proposed design guidelines presented for the LakePointe Development.**

Steve Lenart, Lenart Development Company LLC presented slides regarding the concept plan and proposed project. Mr. Lenart stated he hoped to break ground in the spring. Mr. Lenart explained that

presently there are 14 acres in the city limits and 186 acres in the extraterritorial jurisdiction (ETJ) and that the developer intends to annex all the property into the City. Among features in the development, Mr. Lenart referenced an 8 ft. wide trail that will meander through the subdivision, an architectural and landscaped entry feature, an amenity center, open space and passive park areas and a 27- acre commercial/mixed use area. Mr. Lenart presented a slide with conceptual pad sites and commercial building sites to illustrate scale and stated that presently there are no contracts or commitments for the commercial areas.

Mr. Lenart provided information regarding architectural features and requirements for the homes. There was discussion of the use of cementitious materials for architectural character. Mayor Pro Tem Wright commented on cementitious material and asked about the CCR requirements for fencing and exterior architectural features. Mr. Lenart explained the process of the CCR and the scope of what it covered. Mayor Sanson asked if parking would be addressed in the CCR and Mr. Lenart said it would. Ms. Serkland asked about the diameter of trees to be planted and Mr. Lenart explained they would be a minimum of 4 inches in diameter. Mr. Lenart described a concept for multifamily 2 story units and the phases they would be built. Tom Ormsby, P&Z asked where the HOA would be located and Mr. Lenart explained that there would not be an onsite HOA office. Mr. Ormsby also asked how many builders were expected in the development and Mr. Lenart stated he expected to have at least two (2) builders in each phase of the development. Joshua Murray, 1762 Lake Rd. asked Mr. Lenart how the developer was going to ensure quality of the homes being built. Mr. Lenart stated that all homes were being designed by a licensed engineer as well as having established builders that have been in business for a long time.

- A. Conduct a public hearing to consider testimony and act on a resolution creating the LakePointe Development (Lenart) Public Improvement District/PID in accordance with Chapter 372 of the Texas Local Government Code; being an approximately 173.037-acre tract of land situated in the Samuel M. Rainier Survey, Abstract No. 470 and generally located southeast of the intersection of SH 78 and FM 6 and predominately within the extraterritorial jurisdiction and/or corporate limits of City of Lavon, Texas.**

Presentation of request.

Mary Petty, P3Works LLC presented slides defining the PID and explaining how the PID is utilized. In her presentation Ms. Petty included an overview of the project and the developers' requests.

PUBLIC HEARING to receive comments regarding the request.

Mayor Sanson opened the public hearing at 8:27 p.m. and invited comments in favor of or opposition to the creation of the proposed PID. The following people offered input regarding the request:

- Joshua Murray, 1762 Lake – asked Mr. Lenart how many developments he had completed and how many had been transferred to resident run HOAs. Mr. Lenart named several developments he has worked on in the last 7 years.

Mayor Sanson invited further comments. No further comments were offered. Ms. Dobbs stated that the City's PID Policy provides that approval of a development agreement precede the creation of a PID and that there is not a development agreement in final form for the City Council's consideration yet. Ms. Dobbs recommended that the public hearing be continued to the March 5, 2019 at a meeting that begins at 7:00 pm.

MOTION: LEAVE OPEN AND RECESS THE PUBLIC HEARING TO THE MARCH 5, 2019 MEETING THAT BEGINS AT 7:00 PM.

MOTION MADE: DILL
SECONDED: SERKLAND
APPROVED: UNANIMOUS

Discussion and action regarding the request.

Mayor Sanson asked Mr. Lenart if any businesses have committed to the retail space of the development. Mr. Lenart confirmed that there are no confirmed businesses at this time and clarified that the graphic concept presented was strictly conceptual. Mr. Kell commented on the anticipated assessments. There being no further discussion Mayor Sanson concluded the discussion. No action was taken.

C. Discussion and action regarding Ordinance No. 2019-02-03 amending Article 2.07 “Governance Policy and Rules of Procedure” of the Code of Ordinances to repeal and replace Section 7. Social Media Relations to further refine a social media policy.

Ms. Dobbs provided information regarding the proposed Social Media Policy. The draft Social Media Policy was distributed to the City Council on January 15, 2019 and the consensus of the Council supported the draft policy. The policy has been incorporated in the governance policy. The social media policy will be further incorporated into the personnel policy and procedure update. Ms. Serkland asked if the policy was meant for all city posts representing the city, not personal pages. Mr. Trevino, City Attorney confirmed that the policy is for all posts representing the city.

MOTION: APPROVE ORDINANCE NO. 2019-02-03 AMENDING ARTICLE 2.07 “GOVERNANCE POLICY AND RULES OF PROCEDURE” OF THE CODE OF ORDINANCES TO REPEAL AND REPLACE SECTION 7. SOCIAL MEDIA RELATIONS TO FURTHER REFINE A SOCIAL MEDIA POLICY.

MOTION MADE: KELL
SECONDED: COOK
APPROVED: UNANIMOUS

8. STAFF REPORTS

- A. Police Services** – Police Chief Mike Jones provided information and referenced the provided reports regarding traffic stops, calls for service and call breakout information and monthly reserve participation. Chief Jones provided an update on the new tactical vests pilot program being tested by a couple of the police officers. Investigator Hubbard told the council that his vest has been a positive experience and that other agencies have approached him to inquire about the trial. Officer Vargas added that the vest helped evenly distribute the weight of all the equipment. The two officers demonstrated the vest. Officer Vargas gave an update on National Night Out and appreciation for support from local businesses. She also updated the council on all the training the officers have been taking. Ms. Serkland asked about the security checks listed on the report. Chief Jones clarified that it was most often night officers checking for unlocked vehicles. Mr. Kell asked if the camera program has been successful and Chief Jones informed the council that the program has been extremely successful and there has been a lot of participation.
- B. Fire Services** – Assistant Fire Chief Danny Anthony provided the LVFD call report, membership and equipment report and ERS update. Mr. Anthony updated the LVFD call report to reflect 15 calls and informed the council that the expected delivery date for the grass truck will be the first week of March. Mr. Kell asked if the LFVD is still accepting applications. Mr. Anthony told the council that they would like to keep 30 volunteers on the roster so as of now they are still accepting applications.
- C. Public Works** – Director of Public Works Sonny Mancias provided a report regarding general public works and street maintenance including mowing and trash collection and the sewer plant expansion. Mr. Mancias also informed the council of the status of the retaining wall repair on Schirra Ct. and repair and addition of street lights on Wolf Run
- D. Administration** – Ms. Dobbs directed the Council to reports provided in the meeting packet regarding the Financial Outlooks; Building Permits Report; CWD Recycling Reports; Collin County Monthly Tax Collection Report, Sales Tax Report, TexSTAR Newsletter and the 1st quarter Investment Report.

9. EXECUTIVE SESSION

At 9:01 p.m. in accordance with Texas Government Code, Chapter 551, Subchapter D, the City Council recessed into Executive session (closed meeting) to discuss the following:

- (a) Section 551.074: Consultation with City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rule of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: (i) LakePointe Development Agreement and (ii) Abston Hills TIRZ.
- (b) Section 551.087: Deliberation Regarding Economic Development Negotiations; Closed meeting (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Section 551.087(1).

10. RECONVENE INTO REGULAR SESSION

In accordance with Texas Governmental Code Section 551.001, et seq., Mayor Sanson reconvened the meeting at 10:21 p.m. and stated that no action was taken in executive session.

11. CITY COUNCIL TO SET FUTURE MEETINGS AND AGENDAS.

- March 5, 2019 continued Public Hearing and Regular Meeting at 7p.m.

12. MAYOR SANSON ADJOURNED THE CITY COUNCIL MEETING AT 10:22P.M.

DULY PASSED and APPROVED by the City Council of Lavon, Texas, on this 5th day of March 2019

Vicki Sanson
Mayor

ATTEST:

Kim Dobbs
City Administrator/City Secretary



TEXAS MUNICIPAL LEAGUE
Empowering Texas cities to serve their citizens

President **John B. Love III**, Mayor Pro Tem, Midland
Executive Director **Bennett Sandlin**

February 14, 2018

Kim Dobbs
City Administrator | City Secretary
City of Lavon
PO Box 340
120 School Rd
Lavon, TX 75166-0340

Dear Ms. Dobbs:

It is time to renew the City of Lavon's membership with the Texas Municipal League (TML). An invoice is enclosed for your convenience.

TML is privileged to serve more than 1,150 member cities throughout the state. Every single member contributes to the League's influence and our ability to empower Texas cities to serve their citizens.

We look forward to continuing to address your city's needs in the year ahead and want to make sure you're taking full advantage of TML programs and services:

- ✓ **Advocacy.** The League vigorously coordinates and advocates for a legislative program set by our member cities at the state and federal level.
- ✓ **Legal Support.** City officials have to know a lot, and we're here to help. TML has attorneys on staff to answer general legal questions about municipal law, and monitor federal and state laws and regulations, as well as city-related developments in the courts.
- ✓ **Training.** From our annual conference to workshops on municipal hot-topics to webinars, the League offers training events to help you better serve your citizens and community.
- ✓ **Resources and Experts.** Whether it's connecting you to our library of information, publications, an expert in the field, a private-sector service, revenue sources, example policies/ordinances, or national and state programs, we've got access to the people and resources to help you seize an opportunity or creatively solve a problem.

- ✓ **Risk and Health Pools.** TML sponsors two very successful pooling programs (property/liability/worker's compensation and health) that provide huge dollar savings for TML member cities.

Also enclosed with the membership renewal invoice is an information sheet and a conflict disclosure form that you might need to act on. If you're uncertain about the city's responsibility, please contact Rachael Pitts on our staff at 512-231-7472 or rpitts@tml.org.

Thank you for your city's continued participation. We look forward to serving you for another year . . . and well into the future.

Sincerely,



Bennett Sandlin
Executive Director

Texas Cities: Did You Know?

1. Texas cities **lead the nation in population growth**. In fact, seven of the 15 fastest growing cities in the nation are in Texas and three of the top five cities with the largest population gains are in Texas. On average, somewhere around **1,100 people are added to the Texas population each day**. [*U.S. Census Bureau.*]
2. **Seventy-four percent of Texas residents live in incorporated cities** (of which there are 1,215) and 89 percent of Texans live in urban areas. [*U.S. Census Bureau.*]
3. **From 1996 to 2015, the total city property tax levy rose an average of 5.82 percent per year**. This increase is closely aligned with Texas' population growth plus inflation over the same period of time, which averaged out to a 4.01 percent average yearly increase. [*Texas Comptroller, Biennial Property Tax report for 2014 and 2015, U.S. Census Bureau., and U.S. Bureau of Labor Statistics*]
4. From 2013-2017, **total outstanding state debt increased by 21.2 percent**, total outstanding local debt increased by 18.9 percent, and **total outstanding city debt increased only by 15 percent**. [*Texas Bond Review Board, 2017 Annual Report and 2017 Local Annual Report.*]
5. Sixteen percent of property taxes statewide go to cities. **The majority of property taxes (54 percent) go to fund public schools**. Of the remainder, seventeen percent goes to counties, and 13 percent goes to special districts. [*Texas Comptroller, Biennial Property Tax report for 2014 and 2015.*]
6. **Texas cities receive virtually no financial assistance from the state**. In fact, Texas ranks 47th out of the 50 states in the amount of general revenue it receives from state government. [*National League of Cities, City and State Fiscal Structure (2015).*]
7. Using a unique concept dubbed “reverse intergovernmental aid,” the Texas Legislature requires **cities to generate and remit to the state over \$200 million annually to fund state programs**. [*TML article, Reverse Intergovernmental Aid Revisited, Again (2019).*]
8. In fiscal year 2017, **cities pitched in more than \$70 million** in cash and much more in right-of-way donations and in-kind services **for state highway projects initiated by TxDOT**. [*TML article, Reverse Intergovernmental Aid Revisited, Again (2019).*]
9. **Local economic development incentives dwarf the economic development incentives offered by the state**. [*Committee Testimony by Executive Director of Governor's Office for Economic Development and Tourism, House Economic and Small Business Development Committee (2014).*]



www.tml.org | 512-231-7400



CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: March 5, 2019

ITEM: 6 - A

Item:

Presentation of and discussion regarding the City of Lavon Annual Review by Nicole Roemer, Municipal Coordinator, Community Waste Disposal (CWD).

Background:

In addition to the reports provided to the City Council each month, Community Waste Disposal, LP, (CWD) the City's contract service provider for solid waste collection, removal and disposal presents an annual report to the City Council regarding collection and recycling efforts.

Attachments: CWD communications

March 1, 2019

Kim Dobbs

Subject: FW: 2018 Annual Review

From: Roemer, Nicole <nroemer@communitywastedisposal.com>
Sent: Monday, January 7, 2019 2:46 PM
To: Kim Dobbs <kim.dobbs@cityoflavon.org>
Subject: 2018 Annual Review

Hello Kim,

We are scheduling our 2018 Annual Reviews, Would February 5th work for the City Council?

Thank you,



Nicole Roemer
Senior Account Manager

Office: 972.392.9300 x207
Cell: 972.375.4646

Email: nroemer@cwd.to
Website: www.cwd.to

Address: 2010 California Crossing Rd.
Dallas, Texas 75220



Community Waste Disposal.com

We Can Handle Anything You Throw At Us



**CITY OF LAVON
CITY COUNCIL
Agenda Brief**

MEETING: March 5, 2019

ITEM: 6 - B

Item:

Discussion and action regarding proposed renewal of CWD contract.

Background:

In 2014, the City and Community Waste Disposal, LP (CWD) entered into a contract for the provision of services related to the refuse collection, removal and disposal services and recyclable materials collection. The term of the contract was for four (4) years with an option to extend for an additional year. The current contract term expires in July 1, 2019.

CWD has submitted a proposal to renew the contract with certain amendments. The information is presented for the City Council's consideration. Upon discussion of potential options, the City Council may wish to renew as proposed, discuss alternative renewal terms or to enter a formal process to seek proposals for the service.

The staff has monitored news of other cities that have recently gone out to bid or sought proposals for service and it appears that the proposal provided by CWD is competitive with what other cities are currently experiencing in the marketplace. The service levels proposed for the price is superior in some instances.

There is not a contract document provided as CWD and the staff determined the best course of action would be to discuss the proposal and if the Council so desires, prepare a contract for submission at a future meeting. Although the City Attorney has not reviewed the proposal, they would be responsible for directing contract negotiation and preparation.

Financial Impact:

For residential garbage and recycling service, the current rate (subject to an annual increase in July) that CWD charges the City is \$12.56 and the proposed renewal rate is \$15.71, representing a 25% increase. Likewise, commercial collection rates are proposed with a 25% increase.

Attachments: CWD communications
Current contract

March 1, 2019



CommunityWasteDisposal.com

Since 1984

February 12, 2019

Kim Dobbs
City Administrator
City of Lavon
120 School Rd
Lavon, TX 75166

Contract Renewal Offer:

Dear Ms. Dobbs,

Community Waste Disposal has been servicing the City of Lavon since July 1, 2014.

On July 1, 2014, CWD's residential charge was:

	<u>Date</u>	<u>Charge</u>	<u>Change</u>
Residential Service	July 2014	\$11.34	
	July 2018	\$12.56	10.8%

Our residential charge, demonstrates that over the past 5 years CWD has effectively managed operational cost. Passing this saving on to the city has resulted in low waste management charges.

A residential rate of \$12.56 is competitive when compared to surrounding cities.

Additionally, this year we have made significant advancements in the quality and reliability of our service. Service inquiries through May 2018 are .14 calls per 1,000 service opportunities. The current trend is an 11% improvement over the past 24 months.

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

2010 California Crossing
Dallas, Texas 75220-2310
telephone
972.392.9300 • 817.795.9300
facsimile
972.392.9301

RECEIVED

FEB 13 2019

CITY OF LAVON

On June 30, 2019, the current 5 year partnership term is subject for a renewal. As an incentive to renew the contract for 5 or 7 years, your choice, we would like to offer you the following:

1. Household Hazardous Waste/Electronic Waste

A. Door Side HHW and E-waste Collection

On one pre-arranged day one time per month, CWD personnel will collect Household Hazardous Waste. A resident will call CWD to sign up for service. Our staff will mail the resident HHW kit. The kit will have instructions and the next collection date. This service can be provided for \$.98 per home per month.

2. Roll off Open Tops

Currently 12 yard roll offs are franchised with CWD. We would like to add all rolls off sizes 10 through 42 cubic yards. Charge would be \$561.00 per load.

Advantages:

- A. City collects franchise fee
- B. Fewer trash companies passing through city streets

Rate includes 4 tons of disposal. Payloads above 4 tons will be billed at \$34.00 per ton. Loads that exceed the D.O.T specification of 54,000 pounds GVW, will be billed an additional \$51.00 per ton for all tons in excess of 54,000 pounds.

3. Outsize Rate Increase

Over the past 5 years our cost of doing business in Lavon has be higher than anticipated. This has resulted in a insufficient return on investment. Effective July 1, 2019 CWD will need a rate increase equal to \$3.15 per home per month. This increase is reflected on the attached Schedule A, effective July 1, 2019. These rates would then be subject to the annual rate adjustment model effective July 1, 2020, item number 4 and 5 of this letter.

4. Annual Rate Adjustment

The next rate adjustment will be effective July 1, 2020.

5. Annual Rate Adjustment Model

The residential recycle portion allows for a disposal adjustment.

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

I believe you will find this partnership renewal offer to be a cost effective approach to providing needed services to the city.

Thank you for your time and consideration of this proposal. I appreciate your business.

Sincerely,



Greg A Roemer
President
groemer@cwd.to

GR/lp

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

Kim Dobbs

From: Roemer, Nicole <nroemer@communitywastedisposal.com>
Sent: Monday, February 25, 2019 1:09 PM
To: Kim Dobbs
Cc: Roemer, Greg
Subject: CWD Contract Extension - Council Meeting March 5th
Attachments: Schedule A Rates July 2019 Lavon.pdf; Lavon Contract Extension 2-20-19.docx; Schedule B Annual Adj Model Lavon.doc

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Kim,

Please see the attached proposed contract extension, new rate sheet and a new rate adjustment model. If you have any questions or request any changes, please let us know.

Thank you,



Nicole Roemer
Senior Account Manager

Office: 972.392.9300 x207
Cell: 972.375.4646

Email: nroemer@cwd.to
Website: www.cwd.to

Address: 2010 California Crossing Rd.
Dallas, Texas 75220



Community Waste Disposal.com
1982-2017

We Can Handle Anything You Throw At Us

**2019 CITY of LAVON Schedule "A"
Effective July 01, 2019**

City of Lavon's Solid Waste Collection and Recycling Services		2019 Net Rate to CWD
" Services Billed by City to Customer"		
Residential Collection		
Residential Trash Rate to Residents (once a week)		\$10.19
Additional Residential Trash Cart Pricing (Each)		\$7.20
Residential Recycling Rate to Residents (once a week)		\$4.65
Additional Residential Recycling Cart Pricing (Each)		\$3.27
Extreme Green Events (one per year)		\$0.87
Storm Debris; Emergency Disaster Response		\$187.29
Replace lost/stolen Trash or Recycle Cart (Each)		\$72.23
Commercial Recycle Cart		
Recycle Poly-Cart		\$18.02
Front Load Commercial Trash Container Services		
2 Cubic Yard Container		
One time per week		\$51.12
Two times per week		\$116.86
Three times per week		\$162.97
Four times per week		\$206.94
Five times per week		\$244.47
3 Cubic Yard Container		
One time per week		\$80.32
Two times per week		\$172.04
Three times per week		\$238.02
Four times per week		\$298.22
Five times per week		\$367.04
4 Cubic Yard Container		
One time per week		\$104.40
Two times per week		\$196.37
Three times per week		\$276.85
Four times per week		\$349.10
Five times per week		\$408.32
6 Cubic Yard Container		
One time per week		\$132.97
Two times per week		\$242.38
Three times per week		\$339.99
Four times per week		\$425.84
Five times per week		\$503.26
8 Cubic Yard Container		
One time per week		\$159.07
Two times per week		\$292.89
Three times per week		\$412.19
Four times per week		\$513.44
Five times per week		\$603.81
Extra Pick-Ups		
2 cu. Yd. Containers		\$46.09
3 cu. Yd. Containers		\$47.43
4 cu. Yd. Containers		\$48.79
6 cu. Yd. Containers		\$51.49
8 cu. Yd. Containers		\$52.84
Refills		
2 cu. Yd. Containers		\$47.98
3 cu. Yd. Containers		\$49.38
4 cu. Yd. Containers		\$50.80
6 cu. Yd. Containers		\$53.62
8 cu. Yd. Containers		\$55.03
Front Load Commercial Special Services		
Container Inside Four Side Enclosures - Per Pick-Up, Per Container		\$7.29
Caster - (<4 cu. Yd.) Per Pick-up, Per Container		\$7.29
Locks - Per Pick Up, Per Container		\$7.29

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

**2019 CITY of LAVON Schedule "A"
Effective July 01, 2019**

City of Lavon's Solid Waste Collection and Recycling Services		2019 Net Rate to CWD
" Services Billed by CWD to Customer"		
Residential Open Top Rolloff Containers		
Delivery - weekday		\$101.43
Trip Charge (Dry Run) - weekday		\$101.43
Weekly Rental		\$45.96
12 Cubic Yard Per Haul - weekday **		\$366.55
Plus Disposal if over 4,000 lb.'s **		
** Disposal Per Ton (over 4001 to 8,000 lb.'s)		\$78.93
** Disposal Per Ton (over 8001 lb.'s)		\$110.60
Commercial Rolloff Containers		
Delivery - weekday		\$101.43
Trip Charge (Dry Run) - weekday		\$101.43
Weekly Rental		\$45.96
Per Haul - weekday ** ++		\$661.00
Plus Disposal if over 8,000 lb.'s ** ++		
** Disposal Per Ton (if load is over 8001 lb.'s to trucks GVW of 54,000 lb.'s)		\$34.00
++ Excess Disposal Per Ton (over trucks GVW of 54,000 lb.'s)		\$86.00
City Services		
Solid Waste Removal Service at:		
City Facilities		N/C
City Clean Up Week:		
Eight (8) thirty (30) yard roll off hauls per year		N/C
Special Events:		
Aggregate of twenty (20) polycarts for solid waste at up to four (4) events		N/C

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

All Rates at Net to Contractor and do not include any Franchise Fees or Sales Tax

Amendment and Extension of Contract with Community Waste Disposal, LP For Collection of Solid Waste & Recyclables

This Amendment to the contract for the collection of solid waste & recyclables is made and entered into by and between the City of Lavon, Texas a municipal corporation located in Collin County, Texas (hereinafter called "City"), and Community Waste Disposal, LP (hereinafter called "Contractor"), a Texas limited partnership.

Now, Therefore, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows that the original contract dated July 2, 2014 and expiring July 1, 2018 is hereby amended:

1. EFFECTIVE DATE

This contract shall have an effective date of July 1, 2019

2. GRANT OF LICENSE; TERM

The contract shall be for a period of seven (7) years beginning July 1, 2019 and ending on June 30, 2026. This contract shall allow for up to three (3) renewal options of seven years pending agreement of both parties.

3. SCOPE AND NATURE OF OPERATION

Add item E. to section 4. to add the exclusive franchise of all permanent and temporary roll off services, see Schedule A for rates.

4. SCHEDULE A RATES

The rates on the attached Schedule A will supersede all existing rates effective July 1, 2019. Schedule A rates will be adjusted annually based on the attached annual rate adjustment model (Schedule B). The next rate adjustment will be effective July 1, 2020.

Executed the day _____ of March, 2019

City of Lavon, Texas

Mayor

Attest

City Secretary

Community Waste Disposal, LP

By its General Partner, CWD Management,
Inc.

Greg Roemer, President

Attest

SCHEDULE B

ANNUAL ADJUSTMENT MODEL CITY OF LAVON

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

CPI (see System Chart for %)

The basis for the CPI component of the annual increase will be the increase in the “Consumer Price Index – All Urban Consumers”, all items (not seasonally adjusted) **less Energy**, for the Dallas-Fort Worth, TX Area as published by the U.S. Department of Labor Bureau of Labor Statistics. The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the CPI index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or previous CPI index will be the most recent index published two (2) months prior to the date of the contract, and the Current CPI Index will be the most recent Index published two (2) months prior to the current year’s contract anniversary date. For subsequent years the Base CPI will be the previous year’s “Current Index Value” and the Current CPI Index will be the most recently published Index two (2) months prior to the current year’s contract anniversary date.

FUEL (see System Chart for %)

The Fuel portion of the Annual Adjustment will be determined using the increase in the Henry Hub Natural Gas Spot Price (Dollars per MMBTU) as published by the Energy Information Administration of the U.S. Department of Energy (<https://www.eia.doe.gov/dnav/ng/hist/rngwhhdm.htm>). The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the fuel index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the most recent three (3) month period ending two (2) months prior to the date of the contract. The Current Fuel Index will be Henry Hub Natural Gas price per MMBTU for the three (3) month period ending two (2) months prior to the contract anniversary date. For all subsequent years of the contract the Base or Previous Fuel Index will be the previous year’s “Current Index Value”, and the Current Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the three month period ending two (2) months prior to the current years contract anniversary date.

DISPOSAL (see System Chart for %)

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

SYSTEM CHART

	Front Load Trash	Roll Off Trash	Roll Off Excessive Weight	Residential Trash	Recycle
CPI	65%	55%	0%	75%	84%
Fuel	5%	5%	0%	5%	5%
Disposal	30%	40%	100%	20%	11%
Total	100%	100%	100%	100%	100%

EXAMPLE (Recycle)

Contractors Base Fee Adjustment Indices	Index Percentage	Previous (Base) Index Value	Current Index value	Change in Index Value	Index Percentage Change	% Applied to Annual Cost Adjustment
Consumer Price Index	69%	217.487	220.097	2.610	1.20%	0.83%
Fuel Cost	20%	\$2.914	\$2.987	\$0.073	2.51%	0.50%
Disposal Cost	11%	\$20.00	\$20.40	\$0.40	2.00%	0.22%
Annual Adjustment	100%					1.55%

**CONTRACT WITH COMMUNITY WASTE DISPOSAL, LP
FOR COLLECTION OF SOLID WASTE & RECYCLABLES**

THIS CONTRACT is made and entered into by and between the City of Lavon, Texas, a municipal corporation located in Collin County, Texas (hereinafter called "City"), and Community Waste Disposal, LP (hereinafter called "Contractor"), a Texas limited partnership.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Grant of License; Term

A. Contractor is hereby granted an Exclusive License and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide refuse collection, removal and disposal services and recyclable materials collection as specified and to perform all of the work called for and described in the Contract Documents.

B. Unless earlier terminated in accordance with this Paragraph, the term of this Contract shall be four (4) years beginning July 2, 2014, through midnight, July 1, 2018. At the expiration of the term of the Contract, the Contract will be extended for successive periods of one (1) year; provided that neither party voluntarily terminates the Contract by providing the other party with written notice of intent to terminate the Contract at least 180 days prior to the expiration date of the Contract or of any extension to the Contract or there is an involuntary termination in accordance with the terms of this Contract.

2. Contract

A. This Contract includes the following documents, and this Contract expressly incorporates same herein as fully as if set forth in this Contract:

1. This Contract and Contract terms and definitions;
2. Any addenda or changes to the foregoing documents agreed to by the parties hereto;
3. Recycle Revenue Sharing Document (Exhibit A);
4. Contractor's proposal, including all exhibits (Exhibit B); and
5. The Performance Bond as required herein.

B. Contractor shall comply with all provisions of the Contract Documents, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

C. This Contract constitutes the entire understanding between the parties hereto and cancels and supersedes all prior negotiations, representations, understandings and agreements, either

written or oral, with respect to the subject matter hereof.

D. In the event of any conflict between any provision of this Contract and any provision in either or both items (1) and (3) referenced herein, the provisions of this Contract, and any applicable amendments thereto, shall control.

3. Definitions

Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed forty (40) pounds.

Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

Cart (Residential Trash & Recycling): A plastic receptacle, designed for the purpose of curbside collection of residential trash or recycling commodities, with a minimum capacity of 95 gallons (see Polycart).

Brush: Loose tree, shrub or brush trimmings stacked together forming an easily handled package not exceeding four feet in length, or 40 lbs. in weight – 2 cubic yard limit per week.

Bulky Wastes: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, weights more than 40 pounds, and other waste materials other than Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for Bags, Bins or Polycarts, as the case may be.

City: The City of Lavan, Texas.

Commercial and Industrial Refuse: All Bulky Waste, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.

Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of refuse per week.

Commodity: Material that can be sold in a spot or future market for processing and use or reuse.

Commodity Buyer: A buyer or processor selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

Compactable Waste: Items that can be crushed under the weight of compaction equipment.

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

Container: A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 40 lbs.

Contract Documents: The Request for Proposal, Instruction to Contractors, Contractor's Proposal, General Specifications, Performance Bond, and any addenda or changes to the foregoing documents agreed to by the City and Contractor, and Contract signed by Contractor and City and any amendments thereto as well as Exhibits to the same.

Contractor: The person, corporation, or partnership designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.

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

Customer: An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.

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

Disposal Site: A Refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.

Environmental Regulation: Any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 et seq.); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (v) Comprehensive Environmental Response Compensation and

Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vi) Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C § 135 et seq.); (viii) the Safe Drinking Water Act (42 U.S.C. § 300 (f) et seq.); (ix) Occupational Health and Safety Act (29 U.S.C. § 651 et seq.); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C § 4901 et seq.); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C §§ 11001-11050); And (xiv) the National Environmental Policy Act (42 U.S.C §§ 4321-4347).

Garbage: Any and all dead animals of less than 10 lbs. In weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

Household Hazardous Waste: Household products that contain corrosive, toxic, ignitable, or reactive ingredients, including paints, cleaners, oils, batteries, pesticides, CFS, fluorescent batteries, etc., and consumer electronic equipment that is near or at the end of its useful life.

Hazardous Material: Any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substandard, solvent or oil as defined by any federal, state or local Environmental Regulation.

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

Landfill (Sanitary): A Texas Class I municipal solid waste landfill, or any other alternate, duly permitted sanitary landfill as selected and approved for use by the City.

Non-compactable Waste: Brick, concrete, dirt, and composition shingles, ceramic tile and related like items that cannot be crushed under the weight of compaction equipment.

Overflow: All Garbage generated at a Residential Unit that does not fit inside the Residential Unit's Bag or Container(s) with the lid(s) closed.

Polycart: A wheeled receptacle with a maximum capacity of 65 or 90 - 95 gallons constructed of plastic, metal and/or fiberglass, designed for manual solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. No more than 100 pounds of materials allowed inside polycart.

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

Recyclable Materials: Commodities collected by the Contractor from residential Units and Commercial Units pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, office paper, newsprint, magazines, plastic (PET and HOPE) bottles, glass containers (clear, brown and green), aluminum cans, metal (tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books, and as described in the City's Request for Proposals, SECTION 3, No. 3.2C, "MATERIAL"

Recycling Center: A recyclable materials depository, including but not limited to transfer stations, incinerators, and waste processing/separation center licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licensed, permits or approvals to receive recyclables for processing.

Recycling Container: A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with a minimum capacity of 95 gallons.

Refuse: Residential Refuse and Bulky Waste, and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.

Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.

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

Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition

of Bulky Waste, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

Solid Waste: All non-hazardous (as defined by CERCLA and other applicable laws) and solid waste material including unwanted or discarded waste material in a solid or semi-solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings.

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

Unacceptable Waste: Brush not meeting acceptable guidelines (cut in 4-foot sections), contractor debris, and household hazardous waste. Materials judged by the Lavon Public Works Director to be hazardous such as oil, acid, or caustic materials.

Unusual accumulation: (a) For residences, each regular collection of cart(s) and more than two (2) cubic yards of Bulky Waste and/or Brush, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business.

Yard Waste: Decomposable plant materials, including brush, leaves, grass, weeds and other vegetation

4. Scope and Nature of Operation

- A. **Residential Collection:** Contractor shall provide sufficient vehicles and employees to provide curbside collection service for the collection of residential refuse, solid waste, and recyclable materials to each residential unit one time per week placed at curbside by 7:00 a.m. on the designated collection day. Further, Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers. The City reserves the right to require modifications of routes when necessary and in the public's best interest.
- B. **Residential solid waste collection services:** The Contractor shall pick up all solid waste generated from residential premises; waste should be placed in 95-gallon carts (lids closed), Contractor shall also be required to pick up bulky items (maximum of 2 cubic yards weekly) during the regular residential collection frequency provided that same are prepared according to the specifications herein. At customer's request, excessive amounts of rubbish, brush and trees may be collected and disposed of by Contractor for a special haul fee mutually agreed upon by Contractor and such customer on an as needed basis.
- C. **Commercial and Industrial Accounts:** Contractor shall provide sufficient vehicles and employees to collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. Collection may be in bags or container as designated by the customer. If collection is from a

container, that container should be located on a concrete pad acceptable dumpster pads, locations and screening. Contractor shall also provide weekly service for recyclable materials to all commercial customers.

D. Residential Recycling Collection:

1. The Contractor shall provide weekly service for recyclable materials to all residential customers. In addition, Contractor will provide each Residential Unit a standard 95 gallon minimum recycling container with lid, and of a type that is accepted by other municipalities with recycling experience. Containers with lids for protection of paper materials during rainy weather are required. Contractor agrees to collect such recyclable materials in accordance with the requirements set forth in the Request for Proposal from the City, SECTION 3, and No. 3.2 c.

2. At onset of contract, Contractor will be responsible for delivering new recycling carts to each resident. Residents will be charged \$55.00 for lost or stolen carts.

3. The collection of the recyclable materials shall occur at the curb. Contractor shall collect recycling material set out for collection outside the normal recycling bin when necessary. Examples include extra newspapers bundled and/or bagged where volume is greater than bin size, etc. Recyclable materials collected shall not be deposited in a landfill.

4. Contractor shall also provide the City a recycling report detailing volume collected.

5. Collection Operation

A. Hours of Operation: Contractor shall collect garbage and solid waste only between the hours of 7:00 a.m. and 7:00 p.m.

B. Hours of Disposal: Contractor shall dispose of waste within the operating hours of disposal site.

C. Routes of Collection: Collection routes shall be established by Contractor as approved by the City. The City shall be provided route collection maps and container locations.

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

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

On holidays, unless otherwise agreed by City, Contractor shall move the scheduled collections to the following day and make the collections on that day.

E. Complaints:

1. Complaints shall be made directly to the City.
2. The City shall notify Contactor of each complaint reported to the City in order for Contractor to take whatever reasonable steps are necessary to remedy the cause of the complaint. At a minimum, Contractor's complaint procedure shall provide that the customer complaint shall be addressed within 24 hours (business day) of receipt of such complaint and shall be promptly resolved.
3. Contactor shall provide the City with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Contractor's employees, agents and subcontractors.
5. For an unresolved complaint from a customer, the City Administrator or the Administrator's designated representative shall be responsible for deciding any disputes between the City, Contractor, and/or the customer as to the validity of the customer's complaint if the complaint arises from the Contractor's duties to collect a customer's refuse as required herein, to clean up spillage as required herein, and to exchange or replace a commercial or residential customer's container or bin as required herein. The determination of the City Administrator, or the Administrator's designated representative shall be final and non-- appealable.

F. Collection-Equipment:

1. Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines and labor which are reasonably necessary to adequately, efficiently and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the corporate limits of the City nor while en route to the disposal site, where such accumulation shall be dumped.
2. All motor vehicles used in performance of the obligations herein created shall be clearly marked with Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. Contractor shall maintain all collection equipment in a first class, safe and efficient working condition throughout the term of this Contract. Contractor's vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The City may inspect Contractor's vehicles at any time to insure compliance of equipment with this Contract, or require an equipment replacement schedule to be submitted to the City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary

condition.

- G. Disposal: Contractor shall deliver all solid waste collected to a licensed Class I sanitary landfill operated in compliance with rules stipulated by the Texas Commission on Environmental Quality (TCEQ) and/or the Environmental Protection Agency (EPA). Contractor shall deliver all household hazardous waste to a landfill permitted to accept such waste.
- H. Spillage: Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the City's Front Office so that proper notice can be given to the customer at the premises to properly contain refuse. Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customer's refuse or require the customer to utilize a commercial container with a larger capacity, and Contractor shall be compensated for such additional services.
- I. Vicious Animals: Employees of Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but Contractor shall immediately notify the City, in writing, of such condition and of its inability to make collection.
- J. Protection from Scattering: Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Contractor shall ensure that vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractors vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

6. **Recyclable Materials**

- A. Contractor shall provide a single-stream recyclable collection service on weekly schedule. Residents will not be required to separate recyclable materials by type of material.
- B. Contractor shall be totally responsible for the processing and marketing of all recyclable materials collected pursuant to this Contract.

7. Ownership

Title to Refuse, Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or container of any sort, or removed by Contractor from the customer's premises, whichever last occurs.

8. Free Services

Contractor shall provide the following services at no additional charge: (1) An aggregate of twenty (20) Roll-out Polycarts to collect Municipal Solid Waste at up to four (4) Special Events in the city, provided the City gives the Contractor reasonable prior written notice of the date of such special event. (2) The Contractor will provide an adequate number of thirty (30) yard Open Top containers for the collection of Municipal Solid Waste with a maximum of eight (8) aggregate hauls for a special City cleanup week, provided the City gives the Contractor reasonable prior written notice of the date of such cleanup week as well as the number of containers that will be required. In the event that the City requires any hauls in excess of eight (8) free hauls, the Contractor shall charge the rates as defined in the Proposal Bid. Refuse picked up at City facilities shall be no charge.

9. Landfill Access

Upon presentation of a current utility bill from the City of Lavon, residents may dispose of waste and debris (for a fee included in bid proposal), at the CWO Municipal Solid Waste Transfer Station, located at 2010 California Crossing, Dallas, Texas 75220. This provision is controlling over Contractor's Proposal.

10. Employees

- A. Contractor shall employ sufficient numbers of employees to meet its obligations under this contract and all of Contractor's employees shall be fully qualified to perform the duties assigned to them. Contractor shall perform background checks on any employee working within the City and review the results to determine if they are eligible for hire. The Contractor shall require drivers to take a drug test and eliminate any driver who has been convicted of a DWI/DUI in the past 5 years.
- B. Contractor shall perform driving record checks of all drivers working within the City at least once every 12 months and shall take all reasonable steps to ensure that its drivers have safe driving records.
- C. Contractor shall remove any driver with an unsafe driving record from working within the City.

11. Reporting Requirements

Contractor shall provide, at a minimum, the following types of reports within the time

periods specified:

- a. Monthly reports, within three (3) weeks of the end of the reporting period, detailing: tonnage of recycling
- b. Annual reports each January on the status of the terms and conditions of the License and any points that need to be addressed, including safety reports, incident reports, customer complaint reports.

12. Rates

Contractor shall charge the following rates for services performed herein. Note: All rates and cart sizes listed below are current and are exclusive of city's franchise fee and/or additional tax and fees.

A. RESIDENTIAL: (rate per month per home to City)

Weekly solid waste collection (previously used 95-gallon carts) -Including Bulky Waste Collection (2 cubic yard limit)	\$7.35
Week recyclables collection (95-gallon carts)	\$3.30
X-Treme Green Event (HHW 1 event per year) Extra 95-gallon	\$0.69
Extra 95- Gallon Trash Cart Fee (per cart)	\$5.20
Replace lost or stolen cart	\$55.00
Residential drop off of solid waste and debris at transfer station (See CWD proposal for rates)	For a fee

B. FRONT LOAD CONTAINERS RATES: (Rate to City)

A fee of \$5.55 per pickup will be charged for gates, locks or casters:

SIZE (YARDS)	PICK-UPS PER WEEK					
	1x	2x	3x	4x	5x	Extra
2	\$45.10	\$86.24	\$120.26	\$152.70	\$180.39	\$34.00
3	\$66.65	\$126.96	\$175.63	\$220.06	\$270.85	\$35.00
4	\$77.05	\$144.90	\$203.55	\$257.60	\$301.30	\$36.00
6	\$98.12	\$178.85	\$250.88	\$314.23	\$371.36	\$38.00
8	\$117.39	\$216.11	\$304.15	\$378.86	\$445.56	\$39.00

E. TEMPORARY ROLL OFF FOR RESIDENTIAL PURPOSES

Price to include delivery, one week's rental, removal, and disposal costs:

12 Cubic Yard Open Top (includes 2 tons of disposal) \$395.00

F. STORM DEBRIS; EMERGENCY DISASTER RESPONSE RELATED TO BULKY BRUSH PICKUP EVENTS:

The Service Provider shall collect certain excess Municipal Solid Waste from Single-Family Residential, Commercial and Multi-Family Residential Units resulting from disasters. In the event of a major storm or other natural disaster beyond the City's control, the Service Provider shall provide at the City's request assistance to Lavon residents in the collection and disposal of debris, allowing residents to rid their property of fallen trees, etc. without having to schedule a special estimate by the Service Provider. Service Provider shall provide at least one (1) truck and three (3) employees for clean up under this section. The fees associated with this service shall be no more than \$135.00 per hours plus a disposal fee per ton.

H. Annual Adjustment Model

ANNUAL ADJUSTMENT MODEL

City of Lavon

7-2-2014

The Contractor may request adjustments in rates as provided for herein. All rates charged by Community Waste Disposal (contractor) may be subject to an Annual CPJ/Fuel/Disposal Cost Adjustment. The first annual adjustment may be effective twelve (12) months from the contract date, and subsequent adjustments will be made each year through the term of the contract. The Annual Adjustment will be applicable to all charges for Trash, Recycling, and other services for both residential and commercial services as contained in the contract. Rates and fees will be adjusted by the contractor for the second and subsequent Contract years for the term of the contract,

based on the indices and methodology as described below. If any index defined herein shall not be determined and published or if any index as it is constituted on the Contract Date is thereafter substantially changed, there shall be substituted for such index another index which is determined and published on a basis substantially similar to the index being replaced as shall be mutually agreed upon by the City and the Contractor. The percentage breakdown among the three components of the annual adjustment (CPI, Fuel, Disposal) will vary based on the type of service rendered (System) and can be found on the System Chart below.

CPI (see System Chart for %)

The basis for the CPI component of the annual increase will be the increase in the "Consumer Price Index -All Urban Consumers", all items (not seasonally adjusted) **less Energy and food**, for the Dallas-Fort Worth, TX Area as published by the U.S. Department of Labor Bureau of Labor Statistics. The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the CPI index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or previous CPI index will be the most recent index published two (2) months prior to the date of the contract, and the Current CPI Index will be the most recent Index published two (2) months prior to the current year's contract anniversary date. For subsequent years the Base CPI will be the previous year's "Current Index Value" and the Current CPI Index will be the most recently published Index two (2) months prior to the current year's contract anniversary date. If the above calculation does not result in an increase, the City Council will not consider an adjustment to the base rates. If the calculations result in an increase, the City Council may grant the increase based on CPI changes, not to exceed three percent (3%) maximum increase during any year. Any increases shall become effective January 1 of the year the increase is granted.

FUEL (see System Chart for %)

The Fuel portion of the Annual Adjustment will be determined using the increase in the Department of Energy's Weekly Retail On-Highway Diesel Prices per gallon for the Gulf Coast region as reported by the Energy Information Administration of the U.S. Department of Energy (www.eia.doe.gov). The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the diesel fuel index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Fuel Index will be the average DOE diesel fuel cost per gallon for the most recent three (3) month period ending two (2) months prior to the date of the contract. The Current Fuel Index will be the DOE average diesel fuel cost per gallon for the three (3) month period ending two (2) months prior to the contract anniversary date. For all subsequent years of the contract the Base or Previous Fuel Index will be the previous year's "Current Index Value", and the Current Fuel Index will be the average DOE diesel fuel cost for the three month period ending two (2) months prior to the current years contract anniversary date. The City Administrator shall review such surcharge and discontinue it when conditions for it no longer exist.

DISPOSAL (see System Chart for%)

The Disposal portion of the Annual Adjustment will be determined using the increase in the published gate rate prices for the Garland Landfill. The contractor has designated (*see System Chart for amount*)% of fees and charges to be adjusted by the Disposal rate changes. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Disposal Index will be the Garland Landfill gate rate effective on the date the CWD bid was submitted. The Current Disposal Index will be the Garland Landfill gate rate in effect ten (10) months from the contract start date. For all subsequent years of the contract the Base

or Previous Index value will be the previous year's "Current Index Value", and the Current Fuel Index will be the Garland Landfill gate rate in effect one month prior to the current years contract anniversary date.

SYSTEM CHART

	Front Load Trash	Roll Off Trash	Roll Off Excessive Weight	Residential Trash	Residential Recycle
CPI	57%	37%	0%	48%	80%
Fuel	13%	13%	0%	20%	20%
Disposal	30%	50%	100%	32%	0%
Total	100%	100%	100%	100%	100%

EXAMPLE (Residential Recycle)

Contractors Base Fee Adjustment Indices	Index Percentage	Previous (Base) Index Value	Current Index value	Change in Index Value	Index Percentage Change	%Applied to Annual Cost Adjustment
Consumer Price	80%	100	103	3	3.00%	2.40%
Diesel Fuel Cost	20%	\$2.85	\$3.00	\$0.15	5.26%	1.05%
Disposal Cost	0%	\$16.00	\$16.50	\$0.50	3.13%	0.00%
Annual Adjustment	100%					3.45%

13. State, Local, and Federal Regulations

Contractor agrees to comply with all of the existing laws of the United States and of this State and any further laws which may be enacted by the United States or this State, and agrees to comply with the regulations of any regulatory body or officer authorized to prescribe or enforce regulations pertaining to the subject matter of this Contract, it being expressly agreed that nothing in this Contract shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulations for the protection of its inhabitants. The Contractor is subject to the provisions of the Lavon Ordinances, state statutes and the Texas Constitution.

14. Licenses and Taxes

Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and the State.

15. Vehicle Identification

All vehicles and equipment used by Contractor shall be clearly marked on each side with Contractor's name and telephone number in letters not less than two inches (2") in height. In the event the City shall at any time so require, Contractor shall also assign to each of its vehicles an identifying number and shall mark the same upon said vehicles in figures not less than two inches (2") in height.

16. Regulation of Leased Containers

A. The City shall permit Contractor to rent or lease containers to the owner or occupant of any premises within the corporate limits of the City for refuse storage and collection purposes, subject to the following requirements:

1. All such containers shall be constructed according to industry standards and to specifications which are acceptable to and approved by the City;
2. All such containers shall be equipped with suitable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents;
3. All such containers shall be cleaned and maintained regularly by Contractor so as to be in good repair, of a good appearance and free of such refuse residues as may cause odor and provide a breeding place for flies and harborage of rodents;
4. All such containers shall be clearly marked with Contractor's name and telephone number in letters not less than two inches (2") in height; and
5. Contractor shall lease or rent such containers at terms which are fair and reasonable and which are in accordance with a schedule or rates established by ordinance of the City.

17. Enforcement

The services furnished hereunder to the City and its inhabitants shall be subject to such reasonable rules and regulations as Contractor may make from time to time, subject to the reasonable approval of the Lavon City Council. Contractor may require authorization for ingress and egress from and upon the customer's private property for the purpose of garbage collection.

Breach of this Contract or any amendments thereto or default authorizes the City to contract with another vendor to purchase services elsewhere and to charge the full increase in cost and handling for comparable services to the Contractor. If the City purchases services elsewhere pursuant to this section, the City shall use best efforts to contract at a reasonable price. In the event of an emergency response to preserve public health and safety, the City shall, at least ninety (90) days after the public health and safety issues are abated, begin the competitive bid process as required under Chapter 252 of the Texas Local Government Code in order to obtain long-term services on a "best value" basis. Additionally, the City will remove the Contractor from the City's list of approved vendors for a period of two (2) years.

18. Non-collection Notice and Follow-Up

- A. Where the owner or occupant of any premises is maintaining improper or inadequate refuse containers or is otherwise in violation of the City's ordinances with respect to the location of refuse containers or the nature, volume or weight of refuse to be removed from the premises, Contractor shall refrain from collecting all or a portion of such refuse and will notify the City and the owner or occupant thereof within 24 hours thereafter of the reason for such non-collection, using a standard identification tag approved by the City.
- B. Where the City is notified by an owner or occupant that refuse has not been removed from his premises on the scheduled collection day and where no notice of non-collection or a change in collection schedule has been received from Contractor, the City will investigate the matter, and if the investigation discloses that Contractor has failed to collect refuse from the subject premises without cause as supported by notice as described herein, Contractor shall collect the same within twelve (12) hours after a collection order is issued by the City.

19. Transferability of Contract

Other than by operation of law, no assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by Contractor without the express written consent of the City, which consent shall not be unreasonably withheld.

20. Remuneration - Residential

The City shall bill and collect charges for refuse and recyclable services to Residential Units. City will pay contractor for residential service (refuse and recycle) by the 25th of the month following the month of service. Payment to be calculated by multiplying the month-end house count by the applicable refuse and recycle rate.

21. Commercial Accounts

The City shall bill and collect charges for refuse services for all commercial accounts. City will pay contractor for commercial service by the 25th of the month following the month of service. Contractor will provide billing to the City in a format approved by the City. Commercial Front Load account will be billed to the City on the first day of each month. Commercial Roll-Off accounts will be billed to the City at the end of each month.

22. Books and Records

The City and Contractor agree to maintain at their respective places of business adequate books and records, including financial records, relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during regular business hours for inspection by the other party

or the party's designated representative, upon reasonable advance notice. The inspecting party shall be responsible for all of their own expenses, including travel and contractual services.

23. Contractor as Independent Contractor of City

Contractor shall be solely responsible for the actions of its employees during the performance of service under this Contract. Contractor shall assure the City that the actions of Contractor's employees shall be in the best interests of the City and its citizens. Contractor and its employees are independent contractors of the City.

24. Notices

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

If to the City, at: City of Lavon
120 School Road
Lavon, TX 75166
ATTN: City Secretary

If to Contractor, at: Community Waste Disposal, LP
2010 California Crossing Road
Dallas, TX 75220
ATTN: Greg Roemer, President, CWD

Or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

25. Force Majeure

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, fire, or act of God. Contractor shall give notice to City of a force majeure event within three days of the occurrence of the event. The City is not liable for delays or failure to perform due to force majeure.

26. Liability Insurance

Minimum Limits of Insurance: The Contractor shall procure and maintain the following minimum types of coverages:

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Worker's Compensation	As required by law and shall cover all employees including contractors.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$5,000,000
Property Damage	\$1,000,000	\$2,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	\$5,000,000
Comprehensive Auto Liability-Property Damage	\$500,000	\$1,000,000
Environmental Impairment! Impact-sufficiently broad to cover disposal liability on an occurrence basis.	\$1,000,000	\$2,000,000

The City reserves the right to review the insurance requirements of this section during the effective period of the contract and any extension or renewal period.

B. Additional Requirements for Insurance: Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:

1. The liability insurance policy shall name City as an additional insured using endorsement GC 2010 or broader;
2. the policy phrase "other insurance" shall not apply to the City where the City is an additional insured; the policy shall specify that it is primary and non-contributory with any of the City's policies and will state that each insured is provided coverage as though a separate policy had been issued to each, except that the insurer's liability will not be increased beyond the amount for which the insurer would have been liable had only one insured been covered.
3. Each policy shall require that 30 days prior to cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to City by certified mail. If the policy is canceled for nonpayment of premium, only 15 days written notice to City is required;
4. the term "City" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the City and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the City;
5. All liability policies required herein shall be written with an "occurrence" basis coverage trigger; and
6. Prior to the effective date of cancellation of any policy, Contractor shall deliver to the City a replacement certificate of insurance evidencing coverage or other proof of reinstatement.

27. Indemnity

CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES,

DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH SUITS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF THE CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS DIRECTORS AND REPRESENTATIVES OF CITY UNDER THIS CONTRACT. THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

B. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION, IS AND INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY, PROTECT AND HOLD HARMLESS, THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF THE CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF THE CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST THE CITY AND ITS ELECTED OFFICIALS EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. The provisions of this Section, Section 28, and Section 31 shall survive the term of this Contract.

31. Severability

In the event that any provision or portion thereof of any Contract Document shall be

found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

28. Venue

Venue for any action arising under or pursuant to the terms of this Contract shall lie exclusively in Collin County, Texas.

29. Recycling Revenue Sharing Program

Contractor agrees to pay City 50 percent of Contractor's revenues received from the sale of recycling materials, based on the market value of materials, less processing and transportation fees. Contractor shall pay City a fee based on each ton sold, not to exceed \$38 per ton. The market value of materials shall be determined by the value of each material collected from the Lavon customers as set forth in the Waste News Houston Avg and the OBM Southwest, or similar journal. Each material is assigned a value as set forth in the formula as shown on Exhibit C to determine the overall value of each ton collected. The assigned value shall be multiplied by the market value to calculate revenue, and then multiplied by 50%. Processing and transportation fees shall be deducted, with the balance due the City. By way of example, there will be no revenue share when market values are below \$76.00 per ton. When market value is \$88.50, Contractor will pay the City \$6.25 per ton. Negative values will carry forward and must be brought back to zero before payment begins or resumes.

30. Performance Bond

Contractor will provide a performance bond of \$50,000 effective July 2, 2014. Bond will be renewed annually and maybe reduced upon approval of the City.

31. Termination

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

B. Should Contractor fail to remedy its performance, the City will give notice at least 10 days' notice to Contractor of a hearing before the City Council. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has breached the terms and provisions of this Contract. At the hearing, Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. After a hearing described herein, the City may terminate this Contract and the rights and privileges granted to Contractor if the City Council determines that Contractor has failed to substantially perform terms, covenants or conditions herein set forth.

C. In the event the City fails to make payment at least thirty (30) days after the time the payment becomes due and owing, the Contractor shall provide the City written notice of such failure with an opportunity to remedy the nonpayment within thirty (30) days from the date of such written notice. If the City fails to remedy nonpayment by the end of this second thirty (30) day notice period, then such failure shall constitute grounds for termination of this Contract by Contractor

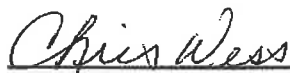
Executed this the 1 day of July, 2014.

CITY OF LAVON, TEXAS



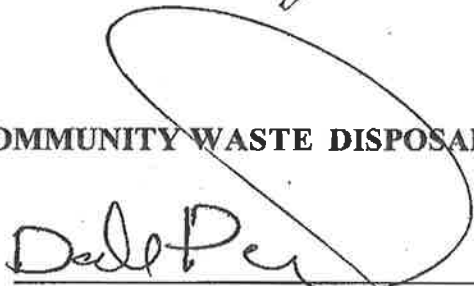
Mayor

ATTEST:



City Secretary

COMMUNITY WASTE DISPOSAL, LP



Dale Pound, Vice-President

ATTEST:

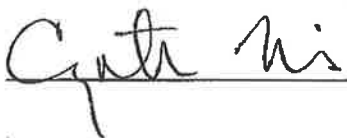


EXHIBIT A
Recycle Revenue Sharing
-1- Page

Community Waste Disposal
City of Lavon
95 Gallon Cans
Recycle Revenue Sharing
Annual Projection

Total Tons Received by CWD
(annual estimate) Per Ton
Processing & Transportation Fee
{Note 1) Total Processing Fee

241
\$ 38.00
\$ 9,147.36

ONP	39.05%	Note 2	OBM #8 Southwest HI	\$ 65.00	\$ 6,110.07	94.00
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ace	10.1	OBM Southwest	\$		\$	24.
Mixed	7.41	OBM Mixed	\$		\$	17.
Aluminum	0.98	Waste News	\$		\$	2.
Steelmn	1.68	Waste News	\$		\$	4.0
PETE	2.62	Waste News	\$		\$	6.3
HOPE -	1.03	Waste News	\$		\$	2.4
HOPE -	0.99	Waste News	\$		\$	2.3
Mixed	0.00		\$		\$	
Mixed	9.87		\$		\$	23.
Residue	<u>26.22</u>		\$		\$	<u>63.</u>
	100.0		\$		\$	240

Total revenue from sale of commodity		\$ 17,597.01	
50% City's share of net revenue		\$ 8,798.51	
Less total processing fees		<u>\$</u>	
Revenue Due the City		<u>\$</u>	
		\$ (1,45)	Per
		Note 3	

- NOTE 1** Processing & Transportation Fees will be adjusted annually based on CPIU, Disposal, and Fuel increases
- NOTE 2** Pricing based on Current as of 4-30-2014
- NOTE 3** Per ton rebate cannot exceed \$40 per ton.
- NOTE 4** At a Material Value of \$88.50 per ton revenue sharing will pay \$6.25 per ton to City.

**EXHIBIT B
CONTRACTOR'S
PROPOSAL**



**CITY OF LAVON
CITY COUNCIL
Agenda Brief**

MEETING: March 5, 2019

ITEM: 6 - C

Item:

Discussion and action regarding the preliminary plat of the Traditions, Phase 2 addition on 30.485 acres of land situated in the Drury Anglin Survey, Abstract No. 2, (CCAD Property ID 1250096), south of the intersection of Geren Dr. and Windmill Dr., Collin County, Texas and consisting of 111 residential lots.

Application Information

- Owner(s):** Bloomfield Homes, LP
- Applicant:** Donald Dyskstra
- 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:** Planned Development – Single Family (PD-SF)
- Request:** Preliminary Plat

Request Details

The applicant is seeking approval of a preliminary plat for the Traditions Phase 2 addition. The proposed preliminary plat conforms to the zoning. Although zoned in accordance with the Grand Heritage development Planned Development, Ordinance No. 2004-09-05, the addition is not a part of the Grand Heritage development.

The proposed development takes primary access from CR 484/Geren and provides connections to Traditions at Grand Heritage on Willow Lane and to Traditions at Grand Heritage West on Revere Lane. The proposed lot layout is consistent with the developments situated directly adjacent on the east and west sides.

The homes in the development are expected to be constructed by Bloomfield Homes, the same company that developed the Traditions subdivisions on either side. A facilities development agreement will accompany the final plat.

Excerpt:

**TEXAS LOCAL GOVERNMENT CODE
§ 212.004. PLAT REQUIRED**

PLAT REQUIRED. (a) The owner of a tract of land located within the limits or in the extraterritorial jurisdiction of a municipality who divides the tract in two or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared. A division of a tract under this subsection includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method. A division of land under this subsection does not include a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated.

Infrastructure:

Water

The development is located within the certificated area of the Bear Creek Special Utility District (SUD). A conceptual water plan has been submitted and reviewed.

Sewer

The development will be served by the City of Lavon sanitary sewer system.

Roads

The development provides for the dedication of appropriate right of way along CR 484 also referred to as Geren. The development provides for interconnection to adjacent subdivisions on in accordance with City ordinances and policies.

Parkland

There are no specific park land dedications within the proposed preliminary plat. During the zoning, the developer committed to install a trail system as depicted on the Trail Plan exhibit.

Floodplain and Drainage

The applicant is providing accommodations for drainage in accordance with City standards and regulations. There is floodplain located on the southern edge of the development. The drainage and grading plans will take into account off-site drainage upstream and in the vicinity of the subdivision. The City Engineer and development engineer are still reviewing and working on certain drainage-related items. The City Engineer advised that he anticipates resolution of all outstanding items will be accomplished shortly, well before the submittal of the final plat for consideration.

Staff Notes:

The applicant met with the City staff development review committee and has complied with staff and City Engineer review notes and is working to resolve minor outstanding issues relating to drainage. Approval is recommended with conditions.

Planning & Zoning Commission Action:

MOTION: RECOMMEND APPROVAL OF THE PRELIMINARY PLAT OF THE TRADITIONS, PHASE 2 ADDITION ON 30.485 ACRES OF LAND SITUATED IN THE DRURY ANGLIN SURVEY, ABSTRACT NO. 2, (CCAD PROPERTY ID 1250096), SOUTH OF THE INTERSECTION OF GEREN DR. AND WINDMILL DR., COLLIN COUNTY, TEXAS AND CONSISTING OF 111 RESIDENTIAL LOTS SUBJECT TO THE CORRECTION OF THE SURVEY NAME, REMOVAL OF THE BEAR CREEK SUD SIGNATURE BOX, ADDITION OF THE TRAIL ALIGNMENT AND RESOLUTION OF THE DRAINAGE DESIGN TO THE CITY ENGINEER'S SATISFACTION.

MOTION MADE: NABORS

SECONDED: TIEGS

APPROVED: UNANIMOUS

- Attachments:**
1. Application
 2. Proposed Preliminary Plat
 3. Location Exhibits
 4. Engineering Comments and Responses

March 1, 2019



CITY OF LAVON

P.O. Box 340 - 120 School Rd. - Lavon, TX 75166
 Office 972-843-4220 - Fax 972-843-0397 - Inspection 972-853-0855
 Email: leann.mcclendon@cityoflavon.org

PLAT APPLICATION

Please type or print clearly. Incomplete applications will not be accepted.

Company Making Submission		Property Owner	
Name: <u>Bloomfield Homes, L.P.</u>		Name: <u>Bloomfield Homes, L.P.</u>	
Address: <u>1050 East Highway 114, Suite 210</u>		Address: <u>1050 East Highway 114, Suite 210</u>	
City/State/Zip: <u>Southlake, Texas 76092</u>		City/State/Zip: <u>Southlake, Texas 76092</u>	
Phone #: <u>817-416-1572</u>	Fax #: <u>NA</u>	Phone #: <u>817-416-1572</u>	Fax #: <u>NA</u>
Authorized Person: <u>Mr. Donald J. Dykstra</u>		Authorized Person: <u>Mr. Donald J. Dykstra</u>	
Type of Submission		Date	
<input checked="" type="checkbox"/> Preliminary Plat		<u>01-14-2019</u>	
<input checked="" type="checkbox"/> Final Plat		<u>01-14-2019</u>	
<input type="checkbox"/> Re-Submittal			
<input checked="" type="checkbox"/> Construction Plans		<u>01-14-2019</u>	
<input type="checkbox"/> Other			
Check List of Items Submitted Preliminary and Final Plat			
<input checked="" type="checkbox"/> (two) full size sets of plats (24x36)			
<input checked="" type="checkbox"/> (two) full size construction sets (24x36)			
<input checked="" type="checkbox"/> (one) half size sets of plats (11x17)			
<input type="checkbox"/> (ten) half size sets of plats with final submission (11x17)			
<input checked="" type="checkbox"/> (one) PDF plats (on separate CD's)			
<input checked="" type="checkbox"/> (one) PDF construction plans (can be included on plat CD)			
Pricing Total = \$2,810.00			
Preliminary Plat: C*D*		\$325.00 plus \$5.00 per lot (Plus engineer review costs) \$325 + 111 x \$5/Lot + \$600 = \$1,380.00	
Final Plat: C*D*		\$325.00 plus \$5.00 per lot plus \$50.00 filing fee (Plus engineer review costs) \$1,430.00	
Re-Plat: C*D*		\$325.00 plus \$5.00 per lot plus \$50.00 filing fee (Plus engineer review costs)	
Public Infrastructure Inspection: C*E*		4 percent of project or Cost (whichever is greater)	
<p>C* Costs shall include the actual costs to the City plus a 10 percent administrative fee. These fees shall be in addition to the permit fee required. D* A deposit of \$500.00 shall be required to cover engineers review, with additional costs to be billed upon engineers recommendation. Any portion of the deposit not used shall be refunded after the engineer's recommendation. E* An estimate of the testing and inspection shall be made at the time of the engineers review of construction plans and a deposit equal to that amount shall be due before any construction may begin, with additional costs to be billed when the costs are incurred.</p>			
NOTICE TO APPLICANT: Any approval will be issued based on the information furnished in this application and on any submitted plats. It is subject to the provisions and requirements of the City of Lavon Code of Ordinances (# 2002-01-03) and any other applicable ordinances of the City, regardless of information and/or plans submitted.			
Authorized Representative (Printed Name) Mr. Donald J. Dykstra		Authorized Representative (Signature) <i>Donald J. Dykstra</i>	Date: 01/14/2019
		Donald J. Dykstra, President Bloomfield Properties, Inc. General Partner	
To be completed by the City			
In Takers Name:			
In takers Review Date:	PW Review Date:	COO Review Date:	Engineer Review Date:
<input type="checkbox"/> Accepted <input type="checkbox"/> Rejected	<input type="checkbox"/> Approved <input type="checkbox"/> Rejected	<input type="checkbox"/> Approved <input type="checkbox"/> Rejected	<input type="checkbox"/> Approved <input type="checkbox"/> Rejected
Comments:			

RECEIVED

JAN 14 2019

CITY OF LAVON

Traditions At Grand Heritage Phase 2



CITY OF LAVON

P.O. Box 340 – 120 School Rd. – Lavon, TX 75166
Office 972-843-4220 – Fax 972-843-0397 – Inspection 972-853-0855
Email: jeann.mcclendon@cityoflavon.org

PLAT APPLICATION

Please type or print clearly. Incomplete applications will not be accepted.

Declaration of Ownership
Traditions at Grand Heritage Phase 2

Date: 01/14/2019

To the City of Lavon
Collin County, Texas

This letter will serve as notice that **Bloomfield Homes, L.P.**, 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 relating to this property.

Bloomfield Homes, L.P.

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

X



Donald J. Dykstra, President



CITY OF LAVON

P.O. Box 340 - 120 School Rd. - Lavon, TX 75166
Office 972-843-4220 - Fax 972-843-0397 - Inspection 972-853-0855
Email: leann.mcclendon@cityoflavon.org

PLAT APPLICATION

Please type or print clearly. Incomplete applications will not be accepted.

APPLICANT STATEMENT (select one):

Traditions At Grand Heritage Phase 2

X I understand that the plat for **Traditions at Grand Heritage Phase 2** will not be scheduled for consideration by the Planning & Zoning Commission until such time as all staff comments have been addressed. I hereby waive the requirement that the plat be acted on by the Planning and Zoning Commission and/or the City Council within 30 days under the provisions of the Texas Local Government Code, Section 212.009, and understand and agree that the plat will be considered when it is administratively complete which may be longer than 30 days after the plat is filed; or

_____ I hereby request that the plat for _____ be scheduled for consideration at the next Planning & Zoning Commission meeting, regardless of the review process and staff determination that the application is administratively complete. I understand that a staff recommendation for approval of an application is generally forthcoming only for submissions deemed administratively complete and for which all staff comments have been addressed. I further understand that if my application is not approved, new application fees will be required for reconsideration.

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

01/14/2019
Date

X 
Mr. Donald J. Dykstra, President

OWNER'S CERTIFICATION

STATE OF TEXAS
COUNTY OF COLLIN
WEEKS BLOOMFIELD HOMES, L.P., one of the owners of a 30.485 acre tract of land situated in the DeWitt Anglin Survey, Abstract No. 2, Collin County, Texas, and being a portion of the same as shown on the plat of the same recorded in the DeWitt Anglin Survey, Abstract No. 2, Collin County, Texas, and being more particularly described as follows:

BEARING of 1/2 inch iron rod with red cap stamped "USA INC." found for corner, said corner being the intersection of the West line of said Cape God tract and the West line of the West line of said Cape God tract, said point being in the City of Lavin, as recorded in Volume 2017, Page 600 of the Deed Records of Collin County, Texas, said point being a delineated 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 1/2 inch iron rod with red cap stamped "USA INC." set for corner, said point being in the City of Lavin, as recorded in Volume 2017, Page 600 of the Deed Records of Collin County, Texas, said point being a delineated right-of-way for County Road F.M. 484,

THENCE South 83 degrees 32 minutes 36 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." set for corner, said point being in the City of Lavin, as recorded in Volume 2017, Page 600 of the Deed Records of Collin County, Texas, said point being a delineated right-of-way for County Road F.M. 484,

THENCE South 80 degrees 00 minutes 00 seconds East, along said Southerly right-of-way line of County Road F.M. 484, a distance of 13.60 feet to a 1/2 inch iron rod with red cap stamped "USA INC." set for corner, said point being in the City of Lavin, as recorded in Volume 2017, Page 600 of the Deed Records of Collin County, Texas, said point being a delineated right-of-way for County Road F.M. 484,

THENCE South 00 degrees 47 minutes 14 seconds West, along the West line of said Cape God tract, a distance of 716.06 feet to a 1/2 inch iron rod with red cap stamped "USA INC." set for corner, said point being in the City of Lavin, as recorded in Volume 2017, Page 600 of the Deed Records of Collin County, Texas, said point being a delineated right-of-way for County Road F.M. 484,

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NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

THAT BLOOMFIELD HOMES, L.P., its officers and directors, its duly authorized officers and agents, do hereby certify that the above described premises are dedicated to the public use, including the use by Bear Creek Special Utility District, as shown on the plat of the same recorded in the DeWitt Anglin Survey, Abstract No. 2, Collin County, Texas, and being more particularly described as follows:

1. The streets, alleys and rights of ways are dedicated to the City of Lavin for street and utility purposes.

2. All public improvements and dedications shall be free and clear of all debts, liens, and / or encumbrances.

3. The easements and public use areas, as shown or described on the plat, are dedicated to the City of Lavin or Bear Creek Special Utility District, forever for the purposes indicated on the plat.

4. No buildings, fences, trees, shrubs or other improvements or fixtures shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the City of Lavin.

5. The City of Lavin and Bear Creek Special Utility District are not responsible for replacing any improvements in, under or over any easements caused by maintenance or repair.

6. Utility easements may also be used for the mutual and accommodation of all uses, including the use by Bear Creek Special Utility District, and the use to particular utilities, said use by public utilities being subordinate to the public and City of Lavin and Bear Creek Special Utility District.

7. The City of Lavin, Bear Creek Special Utility District, and public utilities shall not be liable for any damage to or destruction of any improvements or fixtures which may in any way endanger or interfere with construction, maintenance, or efficiency of their respective systems in the easements.

8. The City of Lavin, Bear Creek Special Utility District, and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

9. All modifications to this document shall be by means of plat, and approved by the City of Lavin and Bear Creek Special Utility District. Bear Creek Special Utility District facilities at which time Bear Creek Special Utility District shall also review and approve.

10. Forces or other obstructions, shall not, in any case, impede the surface flow of drainage as shown on the lot grading plans.

This plat approved subject to all piling ordinances, rules, regulations of the City of Lavin, Texas.

The undersigned covenants and agrees that the HOA common lots, wall maintenance easements, and interior common lot drainage easements and easements for utility easements shall be subject to the HOA common lots (s) claiming by, through and under them, in the event a report is requested on all or part this property, the City may show any minor or additional restrictions at its landscape materials thereof shall be borne by any homeowners association heretofore established for the owners of the lots in the subdivision and/or the HOA common lots, and the HOA common lots shall be subject to the requirements, standards, and specifications of the City of Lavin, as presently in effect or as here after amended. This provision may be enforced by specific elements unless otherwise approved on the plat.

WITNESS, my hand, this the _____ day of _____, 2019.

Bloomfield Homes, L.P., a Texas limited partnership

By: Bloomfield Properties, Inc. a Texas corporation, General Partner

Donald J. Dystra, President

STATE OF TEXAS COUNTY OF TARRANT

BEFORE ME, the undersigned, a notary public in and for the State of Texas, on this day personally appeared Donald J. Dystra, President, known 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 considerations therein expressed and in the capacity therein stated.

Given under my hand a seal of office, this the _____ day of _____, 2019.

Notary Public for the State of Texas

My Commission Expires On: _____

SURVEYOR'S CERTIFICATE

I, WILLIAM V. PERRY, registered professional land surveyor, State of Texas, do hereby certify that the above described premises are dedicated to the public use, including the use by Bear Creek Special Utility District, as shown on the plat of the same recorded in the DeWitt Anglin Survey, Abstract No. 2, Collin County, Texas, and being more particularly described as follows:

1. The streets, alleys and rights of ways are dedicated to the City of Lavin for street and utility purposes.

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5. The City of Lavin and Bear Creek Special Utility District are not responsible for replacing any improvements in, under or over any easements caused by maintenance or repair.

6. Utility easements may also be used for the mutual and accommodation of all uses, including the use by Bear Creek Special Utility District, and the use to particular utilities, said use by public utilities being subordinate to the public and City of Lavin and Bear Creek Special Utility District.

7. The City of Lavin, Bear Creek Special Utility District, and public utilities shall not be liable for any damage to or destruction of any improvements or fixtures which may in any way endanger or interfere with construction, maintenance, or efficiency of their respective systems in the easements.

8. The City of Lavin, Bear Creek Special Utility District, and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

9. All modifications to this document shall be by means of plat, and approved by the City of Lavin and Bear Creek Special Utility District. Bear Creek Special Utility District facilities at which time Bear Creek Special Utility District shall also review and approve.

10. Forces or other obstructions, shall not, in any case, impede the surface flow of drainage as shown on the lot grading plans.

This plat approved subject to all piling ordinances, rules, regulations of the City of Lavin, Texas.

The undersigned covenants and agrees that the HOA common lots, wall maintenance easements, and interior common lot drainage easements and easements for utility easements shall be subject to the HOA common lots (s) claiming by, through and under them, in the event a report is requested on all or part this property, the City may show any minor or additional restrictions at its landscape materials thereof shall be borne by any homeowners association heretofore established for the owners of the lots in the subdivision and/or the HOA common lots, and the HOA common lots shall be subject to the requirements, standards, and specifications of the City of Lavin, as presently in effect or as here after amended. This provision may be enforced by specific elements unless otherwise approved on the plat.

WITNESS, my hand, this the _____ day of _____, 2019.

Bloomfield Homes, L.P., a Texas limited partnership

By: Bloomfield Properties, Inc. a Texas corporation, General Partner

Donald J. Dystra, President

STATE OF TEXAS COUNTY OF TARRANT

BEFORE ME, the undersigned, a notary public in and for the State of Texas, on this day personally appeared Donald J. Dystra, President, known 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 considerations therein expressed and in the capacity therein stated.

Given under my hand a seal of office, this the _____ day of _____, 2019.

Notary Public for the State of Texas

My Commission Expires On: _____

REGISTERED PROFESSIONAL LAND SURVEYOR

WILLIAM V. PERRY, Registered Professional Land Surveyor, State of Texas, do hereby certify that the above described premises are dedicated to the public use, including the use by Bear Creek Special Utility District, as shown on the plat of the same recorded in the DeWitt Anglin Survey, Abstract No. 2, Collin County, Texas, and being more particularly described as follows:

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6. Utility easements may also be used for the mutual and accommodation of all uses, including the use by Bear Creek Special Utility District, and the use to particular utilities, said use by public utilities being subordinate to the public and City of Lavin and Bear Creek Special Utility District.

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8. The City of Lavin, Bear Creek Special Utility District, and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

9. All modifications to this document shall be by means of plat, and approved by the City of Lavin and Bear Creek Special Utility District. Bear Creek Special Utility District facilities at which time Bear Creek Special Utility District shall also review and approve.

10. Forces or other obstructions, shall not, in any case, impede the surface flow of drainage as shown on the lot grading plans.

This plat approved subject to all piling ordinances, rules, regulations of the City of Lavin, Texas.

The undersigned covenants and agrees that the HOA common lots, wall maintenance easements, and interior common lot drainage easements and easements for utility easements shall be subject to the HOA common lots (s) claiming by, through and under them, in the event a report is requested on all or part this property, the City may show any minor or additional restrictions at its landscape materials thereof shall be borne by any homeowners association heretofore established for the owners of the lots in the subdivision and/or the HOA common lots, and the HOA common lots shall be subject to the requirements, standards, and specifications of the City of Lavin, as presently in effect or as here after amended. This provision may be enforced by specific elements unless otherwise approved on the plat.

WITNESS, my hand, this the _____ day of _____, 2019.

Bloomfield Homes, L.P., a Texas limited partnership

By: Bloomfield Properties, Inc. a Texas corporation, General Partner

Donald J. Dystra, President

STATE OF TEXAS COUNTY OF TARRANT

BEFORE ME, the undersigned, a notary public in and for the State of Texas, on this day personally appeared Donald J. Dystra, President, known 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 considerations therein expressed and in the capacity therein stated.

Given under my hand a seal of office, this the _____ day of _____, 2019.

Notary Public for the State of Texas

My Commission Expires On: _____

Given under my hand a seal of office, this the _____ day of _____, 2019.

Notary Public for the State of Texas

My Commission Expires On: _____



NOTE:
THIS DRAWING IS SHOWING CONCEPTUAL ALIGNMENT OF THE TRAIL.
FINAL ALIGNMENT WILL BE LAYOUT IN THE FIELD.



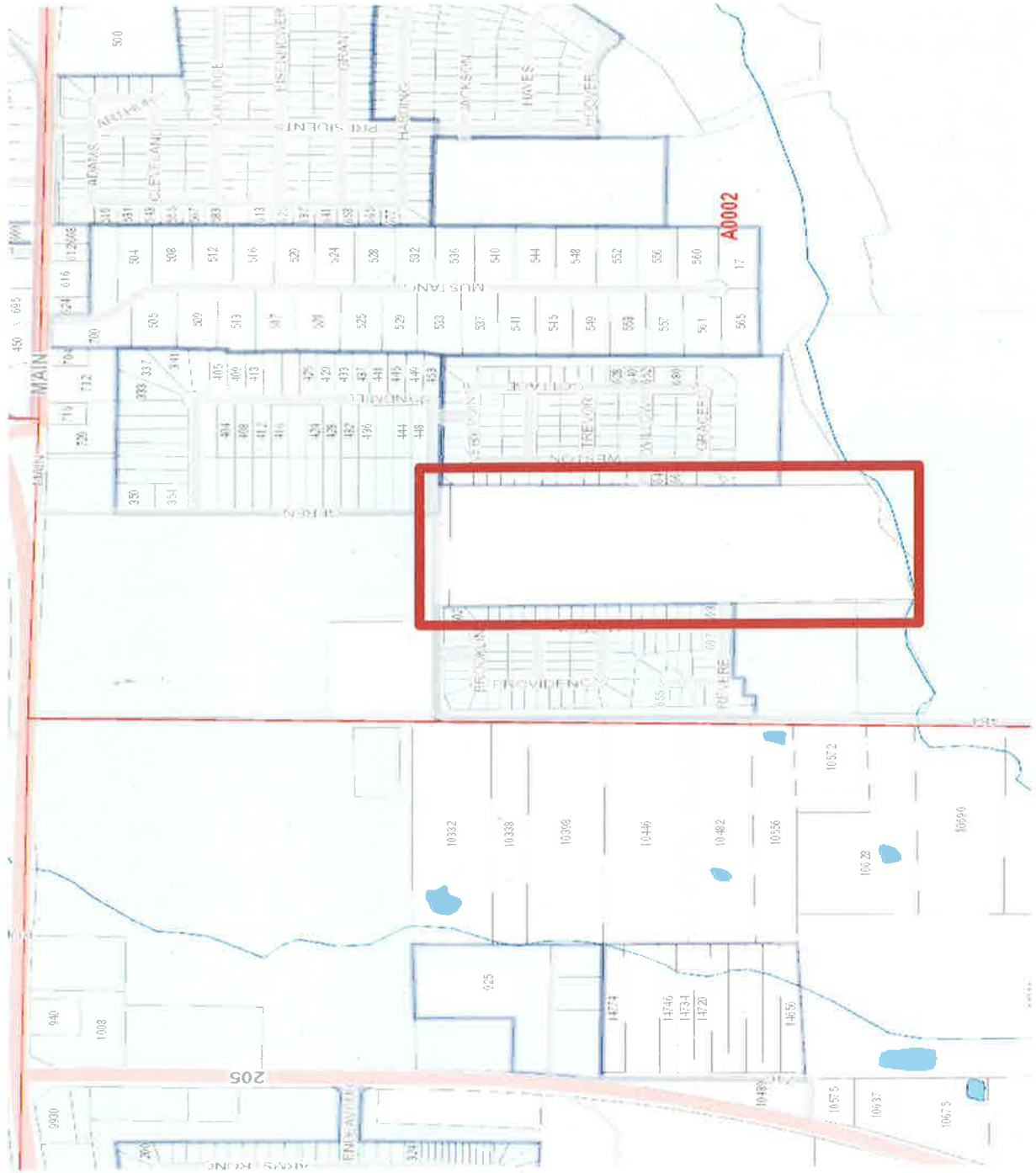
1
1

TRAIL PLAN

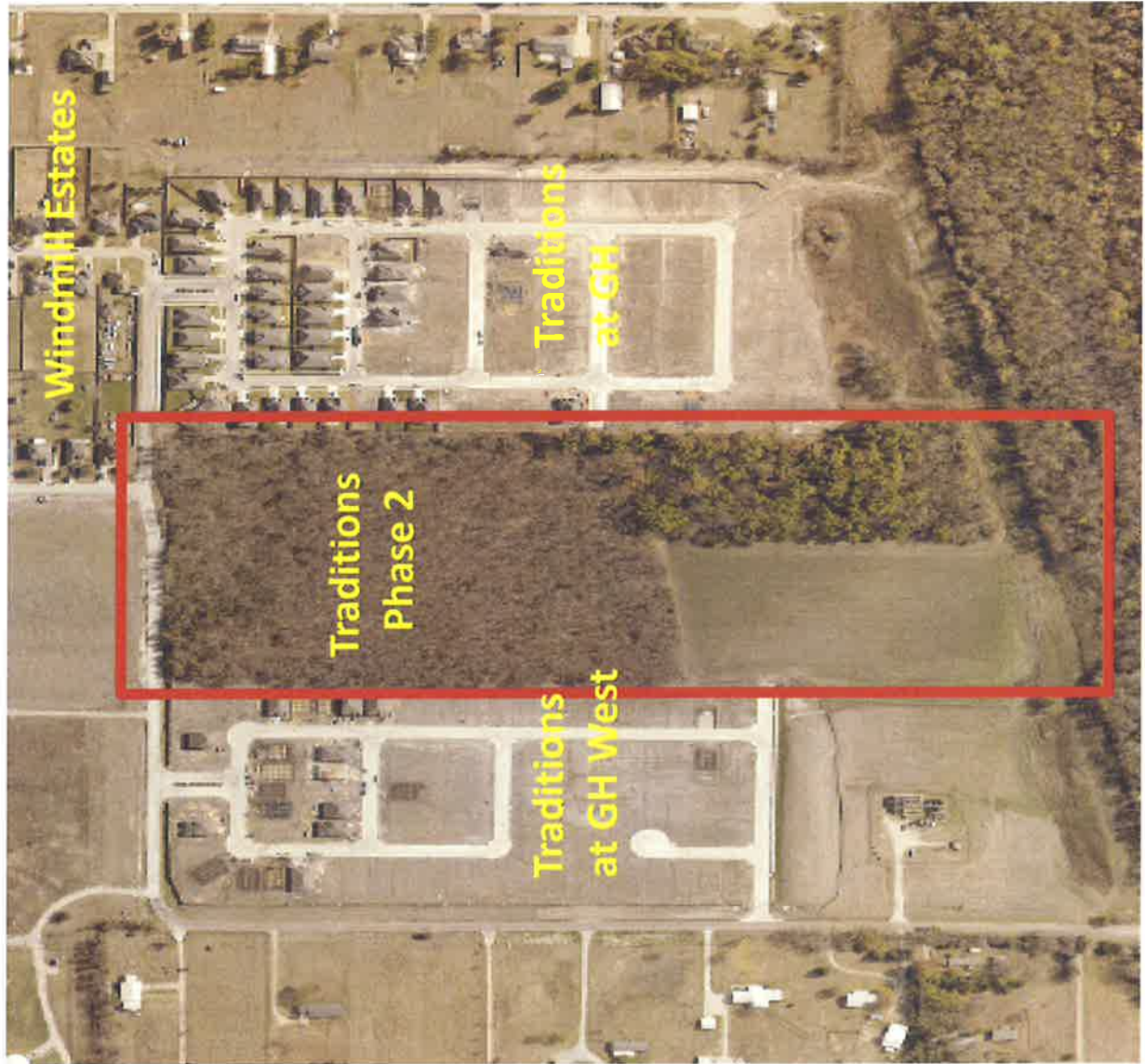
TRADITIONS AT GRAND HERITAGE PHASE 2
CITY OF LAVON
COLLIN COUNTY, TEXAS

USA JOB NO.
2018005.00

Traditions Ph 2 – Location Exhibit

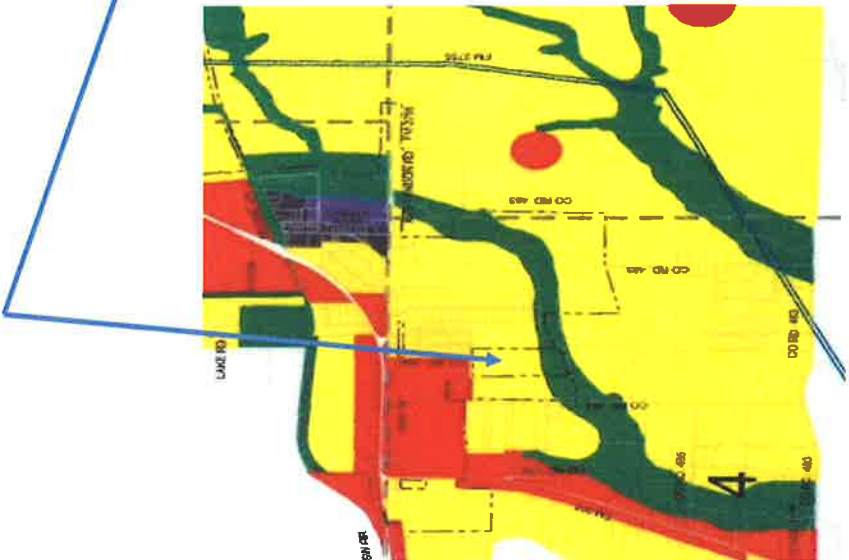
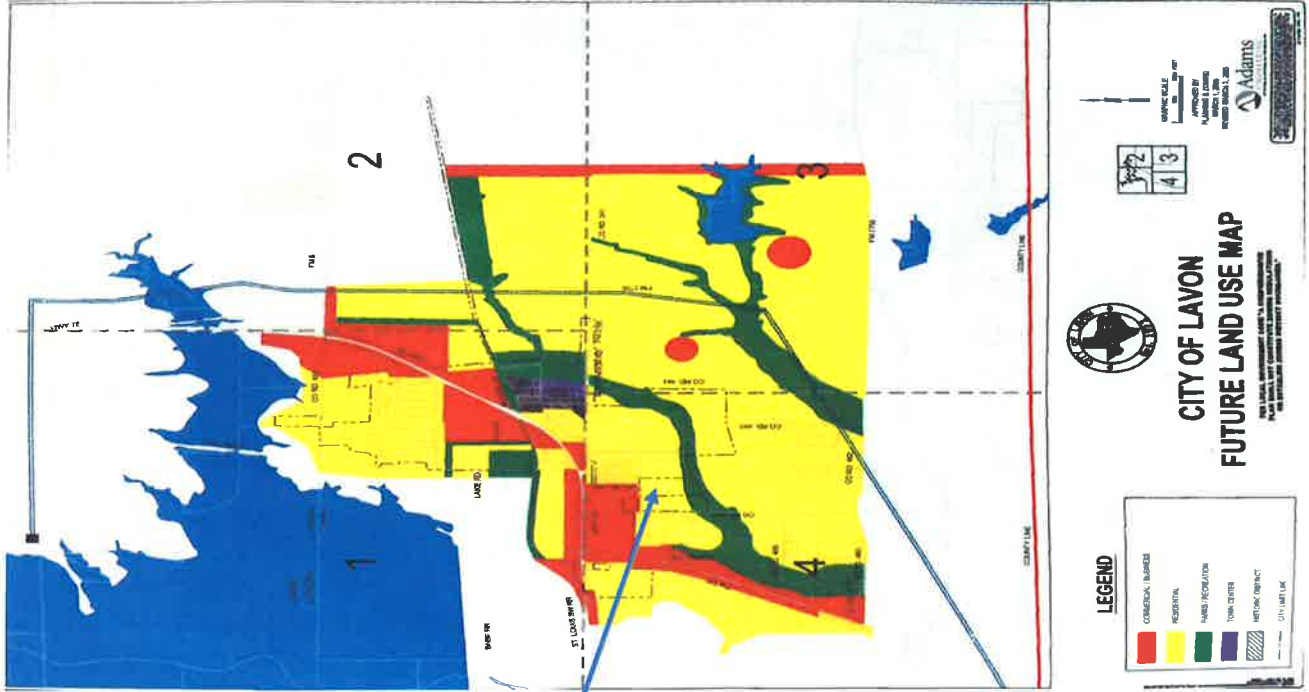


Traditions Ph 2 – Location Exhibit



Future Land Use Map

Traditions Ph 2 Addition



Zoning Map

Traditions Ph 2 Addition

ZONING MAP
Ordinance No. 2018-03-02
March 06th, 2018



Legend

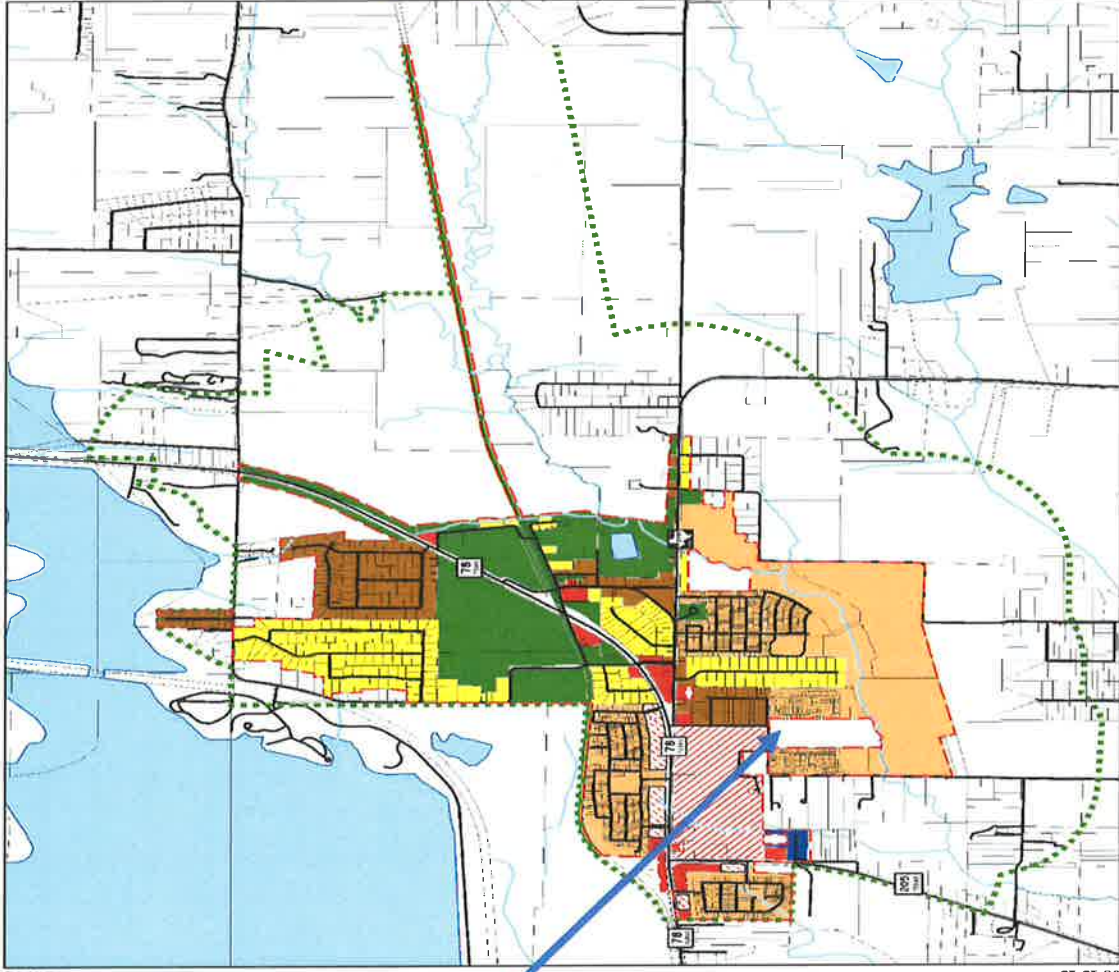
- Agricultural (A)
- Single Family-1 (SF-1)
- Single Family-2 (SF-2)
- Retail (R)
- Planned Development – Single Family (PD-SF)
- Planned Development – Mixed Use (PD-MU)
- Planned Development – Commercial (PD-C)
- Planned Development – Business (PD-B)
- Lavon City Limits

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)

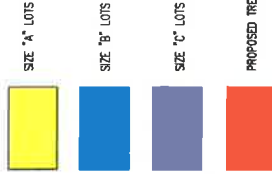
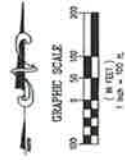
For General Regulations of these Zoning Districts
see the City of Lavon Zoning Ordinance



MUNDO
Mundo & Associates

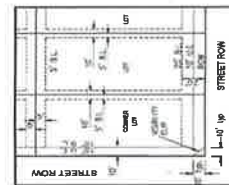


Activate



INFORMATIONAL NOTE:

1. LOT SIZE TYPES ARE SHOWN FOR APPROXIMATE OVERALL PERCENTAGES. LOCATIONS OF EACH LOT SIZE TYPE SHALL BE DETERMINED BY THE DEVELOPER'S FINAL PLAT AND CONSTRUCTION PLANS.
2. THE PROPOSED TREE PRESERVATION AREAS ARE SHOWN WHERE IT IS CONTEMPLATED TO MAKE REASONABLE EFFORTS TO PRESERVE EXISTING TREES OF VALUE.



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 PLAT AND CONSTRUCTION PLANS.

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

BENIG 30.465 ACRES OF LAND STRAINED IN THE 2007 SURVEY ABSTRACT NUMBER 2, CITY OF LARK, COCKER COUNTY, TEXAS

VOLUME 2861, PAGE 27 SUBJECT
111 RESIDENTIAL LOTS 2 OPEN SPACE (MOA)
JULY 2018

OWNER / DEVELOPER:
BLOOMFIELD HOMES, LP
2000 LARK TRAIL, SUITE 200
LARK, TEXAS 75040
(972) 494-1972

DESIGNER & SURVEYOR:

USA PROFESSIONAL SERVICES GROUP, INC.
10000 WEST LOOP SOUTH, SUITE 1000
HOUSTON, TEXAS 77042
TELEPHONE: (281) 534-3300
FAX: (281) 534-3300

TERRY MILLICAN, R.P.L.S.
VICTOR L. ACUY, P.E.
RICHARD A. DORMIER, P.E.
JOHN D. GATTIS, A.I.A.
MARK D. HILL, P.E.
DAMIR LULO, P.E.
MICHAEL K. STACEY, P.E.
LARRY J. FREEMAN, P.E.

February 22, 2019

Ms. Kim Dobbs
City of Lavon
PO Box 340
120 School Road
Lavon, TX 75166

Re: Traditions at Grand Heritage Phase 2, 111 Lots, 3 open space, 30.485 Acres
Preliminary Plat

Dear Ms. Dobbs:

As requested, we have reviewed the revised Preliminary Plat dated February 21, 2019 as prepared by USA Professional Services Group, Inc. for the above referenced property. In addition, the revised Sanitary Sewer Plan and Drainage Area Map have been reviewed as part of the Preliminary Plat submission. The property is located south of CR 484 in between Traditions at Grand Heritage to the east and Traditions at Grand Heritage West on the west and Bear Creek on the south.

We are currently working with the Developer's Engineer to insure drainage has been adequately addressed. Any modifications or changes shall be included in the Civil Plans submitted as part of the Final Plat.

This concludes our review of the above referenced Preliminary Plat. **We recommend approval of the Preliminary Plat by the City of Lavon P&Z Commission.**

The review conducted by FMI was for the limited purpose of code and ordinance compliance review for the exclusive benefit of the City of Lavon. The above referenced documents were not reviewed as to their quality or for errors on the part of the surveyor or engineer.

If there are any questions, please contact me at 214-503-0555 x115 or by email at mdhill@fmi-dallas.com.

Sincerely,
FREEMAN-MILLICAN, INC.



Mark D. Hill, P.E.
Consulting City Engineer

Attachment

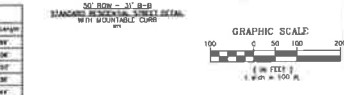
Cc: Sonny Mancias, Mike Jones, David Schnurbusch

F:\17024 - LAV General Servies\9 - Review\Traditions II\Traditions 2 - Preliminary Plat - Rev 1.docx



Curve Table

Curve #	Station	Radius	Length	Chord Distance	Grade Length
01	10+00.00	100.00	18.85	18.85	18.85
02	10+18.85	100.00	18.85	18.85	18.85
03	10+37.70	100.00	18.85	18.85	18.85
04	10+56.55	100.00	18.85	18.85	18.85
05	10+75.40	100.00	18.85	18.85	18.85

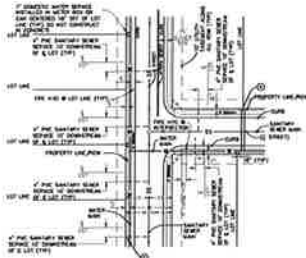
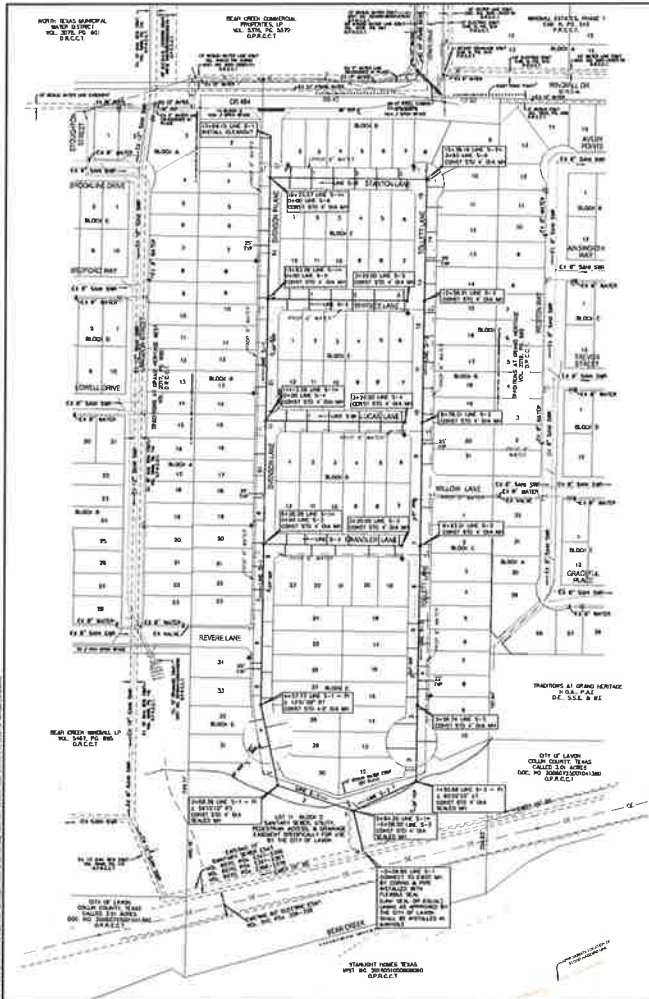


Block Footage Table

Block #	Area	Perimeter	Area	Perimeter	Area	Perimeter	Area	Perimeter	Area	Perimeter	
12	0.07	300.18	13	0.38	1037.36	1	0.31	838.30	01	0.16	433.36
3	0.31	838.30	2	0.14	369.11	0	0.00	0.00	10	0.16	433.36
4	0.14	369.11	1	0.16	433.36	3	0.31	838.30	11	0.16	433.36
5	0.16	433.36	1	0.16	433.36	5	0.17	451.50	14	0.17	451.50
6	0.17	451.50	1	0.17	451.50	6	0.18	469.64	15	0.18	469.64
7	0.18	469.64	1	0.18	469.64	7	0.19	487.78	16	0.19	487.78
8	0.19	487.78	1	0.19	487.78	8	0.20	505.92	17	0.20	505.92
9	0.20	505.92	1	0.20	505.92	9	0.21	524.06	18	0.21	524.06
10	0.21	524.06	1	0.21	524.06	10	0.22	542.20	19	0.22	542.20
11	0.22	542.20	1	0.22	542.20	11	0.23	560.34	20	0.23	560.34
12	0.23	560.34	1	0.23	560.34	12	0.24	578.48	21	0.24	578.48
13	0.24	578.48	1	0.24	578.48	13	0.25	596.62	22	0.25	596.62
14	0.25	596.62	1	0.25	596.62	14	0.26	614.76	23	0.26	614.76
15	0.26	614.76	1	0.26	614.76	15	0.27	632.90	24	0.27	632.90
16	0.27	632.90	1	0.27	632.90	16	0.28	651.04	25	0.28	651.04
17	0.28	651.04	1	0.28	651.04	17	0.29	669.18	26	0.29	669.18
18	0.29	669.18	1	0.29	669.18	18	0.30	687.32	27	0.30	687.32
19	0.30	687.32	1	0.30	687.32	19	0.31	705.46	28	0.31	705.46
20	0.31	705.46	1	0.31	705.46	20	0.32	723.60	29	0.32	723.60
21	0.32	723.60	1	0.32	723.60	21	0.33	741.74	30	0.33	741.74

Line Table

Line #	Description	Length	Area	Description	Length	Area
12	10+00.00	31.17	1.27	10+17.83	17.83	0.67
13	10+17.83	36.30	1.33	10+21.13	11.07	0.41
14	10+21.13	14.14	0.53	10+35.27	20.86	0.76
15	10+35.27	14.14	0.53	10+49.41	20.86	0.76
16	10+49.41	14.14	0.53	10+63.55	20.86	0.76
17	10+63.55	14.14	0.53	10+77.69	20.86	0.76
18	10+77.69	14.14	0.53	10+91.83	20.86	0.76
19	10+91.83	14.14	0.53	10+105.97	20.86	0.76
20	10+105.97	14.14	0.53	10+120.11	20.86	0.76
21	10+120.11	14.14	0.53	10+134.25	20.86	0.76
22	10+134.25	14.14	0.53	10+148.39	20.86	0.76
23	10+148.39	14.14	0.53	10+162.53	20.86	0.76
24	10+162.53	14.14	0.53	10+176.67	20.86	0.76
25	10+176.67	14.14	0.53	10+190.81	20.86	0.76
26	10+190.81	14.14	0.53	10+204.95	20.86	0.76
27	10+204.95	14.14	0.53	10+219.09	20.86	0.76
28	10+219.09	14.14	0.53	10+233.23	20.86	0.76
29	10+233.23	14.14	0.53	10+247.37	20.86	0.76
30	10+247.37	14.14	0.53	10+261.51	20.86	0.76
31	10+261.51	14.14	0.53	10+275.65	20.86	0.76
32	10+275.65	14.14	0.53	10+289.79	20.86	0.76
33	10+289.79	14.14	0.53	10+303.93	20.86	0.76
34	10+303.93	14.14	0.53	10+318.07	20.86	0.76
35	10+318.07	14.14	0.53	10+332.21	20.86	0.76
36	10+332.21	14.14	0.53	10+346.35	20.86	0.76
37	10+346.35	14.14	0.53	10+360.49	20.86	0.76
38	10+360.49	14.14	0.53	10+374.63	20.86	0.76
39	10+374.63	14.14	0.53	10+388.77	20.86	0.76
40	10+388.77	14.14	0.53	10+402.91	20.86	0.76
41	10+402.91	14.14	0.53	10+417.05	20.86	0.76
42	10+417.05	14.14	0.53	10+431.19	20.86	0.76
43	10+431.19	14.14	0.53	10+445.33	20.86	0.76
44	10+445.33	14.14	0.53	10+459.47	20.86	0.76
45	10+459.47	14.14	0.53	10+473.61	20.86	0.76
46	10+473.61	14.14	0.53	10+487.75	20.86	0.76
47	10+487.75	14.14	0.53	10+501.89	20.86	0.76
48	10+501.89	14.14	0.53	10+516.03	20.86	0.76
49	10+516.03	14.14	0.53	10+530.17	20.86	0.76
50	10+530.17	14.14	0.53	10+544.31	20.86	0.76
51	10+544.31	14.14	0.53	10+558.45	20.86	0.76
52	10+558.45	14.14	0.53	10+572.59	20.86	0.76
53	10+572.59	14.14	0.53	10+586.73	20.86	0.76
54	10+586.73	14.14	0.53	10+600.87	20.86	0.76
55	10+600.87	14.14	0.53	10+615.01	20.86	0.76
56	10+615.01	14.14	0.53	10+629.15	20.86	0.76
57	10+629.15	14.14	0.53	10+643.29	20.86	0.76
58	10+643.29	14.14	0.53	10+657.43	20.86	0.76
59	10+657.43	14.14	0.53	10+671.57	20.86	0.76
60	10+671.57	14.14	0.53	10+685.71	20.86	0.76
61	10+685.71	14.14	0.53	10+699.85	20.86	0.76
62	10+699.85	14.14	0.53	10+713.99	20.86	0.76
63	10+713.99	14.14	0.53	10+728.13	20.86	0.76
64	10+728.13	14.14	0.53	10+742.27	20.86	0.76
65	10+742.27	14.14	0.53	10+756.41	20.86	0.76
66	10+756.41	14.14	0.53	10+770.55	20.86	0.76
67	10+770.55	14.14	0.53	10+784.69	20.86	0.76
68	10+784.69	14.14	0.53	10+798.83	20.86	0.76
69	10+798.83	14.14	0.53	10+812.97	20.86	0.76
70	10+812.97	14.14	0.53	10+827.11	20.86	0.76
71	10+827.11	14.14	0.53	10+841.25	20.86	0.76
72	10+841.25	14.14	0.53	10+855.39	20.86	0.76
73	10+855.39	14.14	0.53	10+869.53	20.86	0.76
74	10+869.53	14.14	0.53	10+883.67	20.86	0.76
75	10+883.67	14.14	0.53	10+897.81	20.86	0.76
76	10+897.81	14.14	0.53	10+911.95	20.86	0.76
77	10+911.95	14.14	0.53	10+926.09	20.86	0.76
78	10+926.09	14.14	0.53	10+940.23	20.86	0.76
79	10+940.23	14.14	0.53	10+954.37	20.86	0.76
80	10+954.37	14.14	0.53	10+968.51	20.86	0.76
81	10+968.51	14.14	0.53	10+982.65	20.86	0.76
82	10+982.65	14.14	0.53	10+996.79	20.86	0.76
83	10+996.79	14.14	0.53	10+1010.93	20.86	0.76
84	10+1010.93	14.14	0.53	10+1025.07	20.86	0.76
85	10+1025.07	14.14	0.53	10+1039.21	20.86	0.76
86	10+1039.21	14.14	0.53	10+1053.35	20.86	0.76
87	10+1053.35	14.14	0.53	10+1067.49	20.86	0.76
88	10+1067.49	14.14	0.53	10+1081.63	20.86	0.76
89	10+1081.63	14.14	0.53	10+1095.77	20.86	0.76
90	10+1095.77	14.14	0.53	10+1109.91	20.86	0.76
91	10+1109.91	14.14	0.53	10+1124.05	20.86	0.76
92	10+1124.05	14.14	0.53	10+1138.19	20.86	0.76
93	10+1138.19	14.14	0.53	10+1152.33	20.86	0.76
94	10+1152.33	14.14	0.53	10+1166.47	20.86	0.76
95	10+1166.47	14.14	0.53	10+1180.61	20.86	0.76
96	10+1180.61	14.14	0.53	10+1194.75	20.86	0.76
97	10+1194.75	14.14	0.53	10+1208.89	20.86	0.76
98	10+1208.89	14.14	0.53	10+1223.03	20.86	0.76
99	10+1223.03	14.14	0.53	10+1237.17	20.86	0.76
100	10+1237.17	14.14	0.53	10+1251.31	20.86	0.76
101	10+1251.31	14.14	0.53	10+1265.45	20.86	0.76
102	10+1265.45	14.14	0.53	10+1279.59	20.86	0.76
103	10+1279.59	14.14	0.53	10+1293.73	20.86	0.76
104	10+1293.73	14.14	0.53	10+1307.87	20.86	0.76
105	10+1307.87	14.14	0.53	10+1322.01	20.86	0.76
106	10+1322.01	14.14	0.53	10+1336.15	20.86	0.76
107	10+1336.15	14.14	0.53	10+1350.29	20.86	0.76
108	10+1350.29	14.14	0.53	10+1364.43	20.86	0.76
109	10+1364.43	14.14	0.53	10+1378.57	20.86	0.76
110	10+1378.57	14.14	0.53	10+1392.71	20.86	0.76
111	10+1392.71	14.14	0.53	10+1406.85	20.86	0.76
112	10+1406.85	14.14	0.53	10+1420.99	20.86	0.76
113	10+1420.99	14.14	0.53	10+14		



TYPICAL WATER & SANITARY SEWER SERVICE LOCATION DETAIL (ALL DIMENSIONS ARE TO BACK OF CURB)

The Contractor shall contact N.T.M.W.D. Engineering at (972) 442-5405 at least (72) hours prior to performing any work in the vicinity of N.T.M.W.D. utilities.

A minimum of one foot (1') of clearance shall be provided for all utilities crossing the N.T.M.W.D. pipelines.



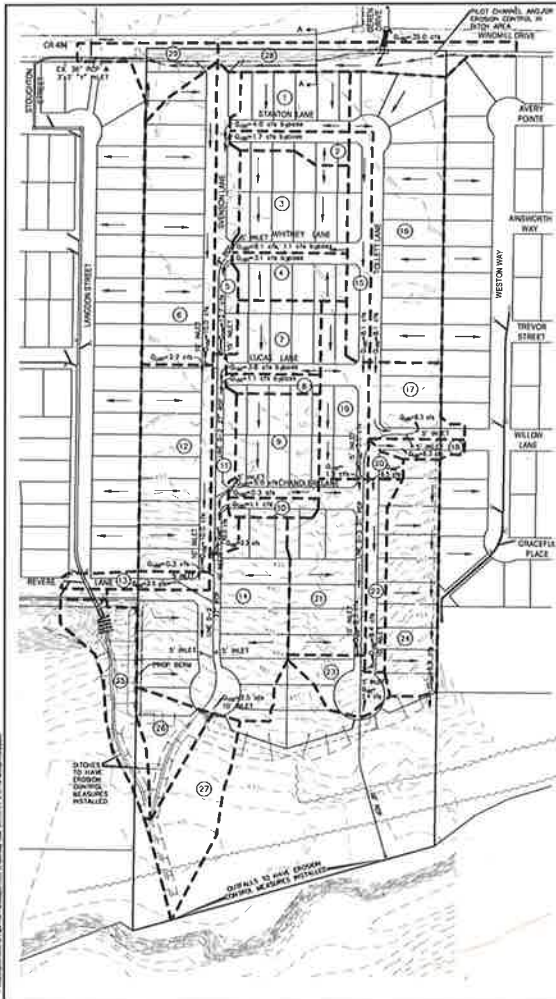
See Sheet 4 For General Notes
City of Lawton Standard Details
DS-551 & DS-552 For Sanitary Sewer Details



- BENCHMARKS:
- 1' "0" CUT ON THE SOUTH TOP OF CURB OF WINDMILL DRIVE APPROXIMATELY 52 FEET FROM THE CENTERLINE OF GREEN DRIVE
ELEVATION = 506.80 FEET
 - 2' "0" CUT ON THE NORTH SIDE OF THE TOP OF CONCRETE BASE OF THE WEST TOWER
STATE PLANE COORDINATES: NORTH 7057497.66
EAST 2988343.41
ELEVATION = 522.28 FEET

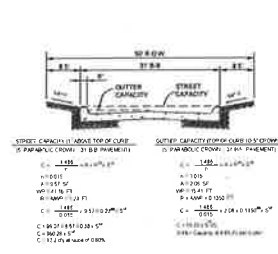
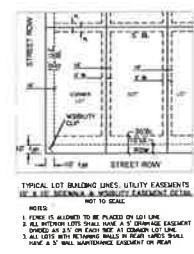


11 31
SANITARY SEWER PLAN
TRADITIONS AT GRAND HERITAGE PHASE 2
CITY OF LAWTON
COLLIN COUNTY, TEXAS
USA JOB NO. 2018005.00



LINE NO.	LINE TYPE	START STATION	END STATION	LENGTH	WIDTH	DEPTH	VELOCITY	MANHOLE NO.	MANHOLE TYPE	MANHOLE ELEVATION	INVERT ELEVATION	OUTLET ELEVATION	REMARKS
1	STORM SEWER	0+00	0+10	10.00	18.00	4.00	4.00	1	MANHOLE	524.92	524.92	524.92	1" CUT ON THE SOUTH TOP OF CURB OF WINDOW DRIVE APPROXIMATELY 52 FEET FROM THE CENTERLINE OF CURB LINE. ELEVATION = 524.92 FEET
2	STORM SEWER	0+10	0+20	10.00	18.00	4.00	4.00	2	MANHOLE	524.92	524.92	524.92	1" CUT ON THE NORTH SIDE OF THE TOP OF CONCRETE BASE OF THE WEST TOWER STATE PLANE COORDINATES NORTH 7057497.66 EAST 2558343.41 ELEVATION = 422.20 FEET

LINE NO.	LINE TYPE	START STATION	END STATION	LENGTH	WIDTH	DEPTH	VELOCITY	MANHOLE NO.	MANHOLE TYPE	MANHOLE ELEVATION	INVERT ELEVATION	OUTLET ELEVATION	REMARKS
3	STORM SEWER	0+20	0+30	10.00	18.00	4.00	4.00	3	MANHOLE	524.92	524.92	524.92	
4	STORM SEWER	0+30	0+40	10.00	18.00	4.00	4.00	4	MANHOLE	524.92	524.92	524.92	



GRAPHIC SCALE
 1 inch = 100 ft

LEGEND

- DRAINAGE DIVIDE LINE
- - - EXISTING CONTOUR
- (15) DRAINAGE AREA NUMBER
- DIRECTION OF FLOW
- PROPOSED STORM SEWER
- EXISTING STORM SEWER



- BENCHMARKS**
- 1" CUT ON THE SOUTH TOP OF CURB OF WINDOW DRIVE APPROXIMATELY 52 FEET FROM THE CENTERLINE OF CURB LINE. ELEVATION = 524.92 FEET
 - 1" CUT ON THE NORTH SIDE OF THE TOP OF CONCRETE BASE OF THE WEST TOWER STATE PLANE COORDINATES NORTH 7057497.66 EAST 2558343.41 ELEVATION = 422.20 FEET

DRAINAGE AREA MAP

TRADITIONS AT GRAND HERITAGE PHASE 2
 CITY OF LAVON
 COLLIN COUNTY, TEXAS

USA JOB NO. 2018005.00

February 20, 2019

Ms. Kim Dobbs
City of Lavon
PO Box 340
120 School Road
Lavon, TX 75166

Re: Traditions at Grand Heritage Phase 2, 111 Lots, 3 open space, 30.485 Acres
Preliminary Plat

Dear Ms. Dobbs:

As requested, we have reviewed the Preliminary Plat dated February 12, 2019 as prepared by USA Professional Services Group, Inc. for the above referenced property. In addition, the Water Plan, Sanitary Sewer Plan and Drainage Area Map have been reviewed as part of the Preliminary Plat submission. Detailed review of civil plans will be provided as part of the Final Plat review. The property is located south of CR 484 in between Traditions at Grand Heritage to the east and Traditions at Grand Heritage West on the west and Bear Creek on the south. Our comments are as follows:

General

1. The property is being platted into 111 residential lots, 2 HOA open spaces and 1 lot being dedicated to the City of Lavon. The City of Lavon Lot has been designated as a "Sanitary Sewer, Utility, Pedestrian Access & Drainage Easement".
2. The property is zoned Planned Development for Single Family (PD-SF) per Ordinance 2018-08-04.
3. This development will connect to Traditions at Grand Heritage at Willow Lane and Traditions at Grand Heritage West at Revere Lane.
4. A variable width Right-of-Way (ROW) is being dedicated along CR 484. This ROW follows the centerline of the street and is based upon a future 60' total ROW width.

Preliminary Plat

5. The Preliminary Plat should not include proposed utilities. Existing utilities should be shown and labeled with the size.
6. The project will utilize 31' B-B streets in 50' Right-of-Way. Mountable ("Lay Down") curbs are being used. This results in 14' travel lanes. In addition, the 5' sidewalks are located 12" inside the ROW line and the resulting parkway is 3.5' between back of curb and edge of sidewalk. Lavon Standard Detail 1 on Sheet DS-PV1 shows 15' travel lanes, 4' parkways and sidewalks located 6" inside ROW. We recommend that the sidewalk be moved to within 6" of ROW, resulting in the 4' parkway. Since mountable curbs are allowed per detail 4 on sheet DS-PV3, the 14' travel lanes should be acceptable.

7. Note 6 calls out drainage easements on each lot. This should be shown on the typical lot detail.
8. There appears to be a discrepancy of the Acreage of Lot 11, Block C between the title block and the drawing notation.
9. Lot 11, Block C should not be identified as a "Utility" easement.
10. The Surveyor should verify that the 2 City of Lavon tracts adjacent to this development have the same acreage and filing information.
11. We recommend that the demarcation point between Stanton Lane and Tollett Lane should be between Lot 9 and 10, not 8 and 9.
12. The street names should be verified by 911 or similar to insure no duplication of names or similarity of names exist within area that could cause confusion on emergency calls.
13. Streets shall not be dedicated for use by BCSUD.
14. A note should be added to state that fences are not allowed across or within any drainage easement.

Water Plan (Sheet 10 of 31)

15. Water service to be provided by BCSUD.
16. Water is to be fed from the 12" north of CR 484 and connect to the existing 8" lines in Traditions and Traditions West.
17. The waterline is looped between the cul-de-sacs to eliminate dead ends. This pipeline will be located in a BCSUD easement within the proposed City of Lavon Lot 11.

Sanitary Sewer Plan (Sheet 11 of 31)

18. All sanitary sewer will be conveyed to the existing 15" sanitary sewer along Bear Creek. The connection will be at an existing manhole. This 15" was originally sized to handle developed flows from this tract.
19. Sanitary sewer is being located in the centerline of the proposed street.

Drainage Area Map (Sheet 15 of 31)

20. Existing drainage calculations have not been provided to determine the necessity for detention facilities.
21. There are 2 stormwater discharge locations shown. One discharge is a 30" RCP at the south property line near the creek. It appears that this outlet will discharge he discharge will Erosion control may be required at the outlet.
22. The second is an open channel that connect to a reworked Traditions West channel. The proposed channels include erosion protection. The bottom 1.5' of the channel will have articulated concrete blocks (Flexamat) and the upper sections will have permanent

turf reinforcement mats (Green VMax). The articulated concrete blocks are rated to handle velocities up to 30 fps and the Green VMax 10-20 fps depending upon vegetation. Both of these surfaces should be vegetated.

23. The outfall of Traditions West is planned to have a gabion basket style step style drop structure and realigned open ditch with the same surface as described above. The gabion basket step style structure consists of a series of 2' drops to the upstream end of the proposed ditch. The structure will drop the flowline approximately 8' vertical over 60'.
24. The ditch along the southside of CR 484 is to be mostly enclosed with a new storm sewer pipe conveying the flow to the existing storm sewer installed with Traditions West. The last 170+ feet upstream will be an open ditch to capture the culverts from Geren and the low spot on Windmill at the northeast corner of the site. This ditch will require a 2'-0" concrete pilot channel to maintain ditch slope and facilitate ditch maintenance. This is required per Lavon Standard Detail 3 on sheet DS-PV1.

This concludes our review of the above referenced Preliminary Plat. A copy of the Plat with markups is attached for your convenience.

The review conducted by FMI was for the limited purpose of code and ordinance compliance review for the exclusive benefit of the City of Lavon. The above referenced documents were not reviewed as to their quality or for errors on the part of the surveyor or engineer.

If there are any questions, please contact me at 214-503-0555 x115 or by email at mdhill@fmi-dallas.com.

Sincerely,
FREEMAN-MILLICAN, INC.



Mark D. Hill, P.E.
Consulting City Engineer

Attachment

Cc: Sonny Mancias, Mike Jones, David Schnurbusch

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS BLOOMFIELD HOMES, L.P., are the sole owners of a 30.485 acre tract of land situated in the Gray Knight Survey, Abstract No. 2, Collin County, Texas, and being a parcel or tract of land described in Cape Cod Book of Trust Company as said recorded in Volume 2051, Page 27 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

SECTION 04 of 1/2 inch iron rod with red cap stamped "USA INC" found for corner, east end of the right-of-way line of said Bloomfield Homes, L.P., as shown on the plat hereon, and being more particularly described as follows:

SECTION 04 of 1/2 inch iron rod with red cap stamped "USA INC" found for corner, east end of the right-of-way line of said Bloomfield Homes, L.P., as shown on the plat hereon, and being more particularly described as follows:

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SECTION 04 of 1/2 inch iron rod with red cap stamped "USA INC" found for corner, east end of the right-of-way line of said Bloomfield Homes, L.P., as shown on the plat hereon, and being more particularly described as follows:

OWNER'S CERTIFICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

THAT BLOOMFIELD HOMES, L.P., acting herein by and through its duly authorized officers, does hereby certify that this plat designating the herein described property as TRADITIONS AT GRAND HERITAGE PHASE 2, an addition to the City of Lorton, Texas, and does hereby dedicate to the public use, including the use by Bear Creek Special Utility District, forever, the streets and easements shown hereon.

- The streets, alleys and rights of way are dedicated to the City of Lorton for street and alley purposes.
- All public improvements and dedications shall be the and clear of all obstructions, fences, and / or encroachments.
- The easements and public use areas, as shown are dedicated for the public use, including specifically for the City of Lorton or Bear Creek Special Utility District, forever for the purposes indicated on this plat.
- No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the City of Lorton.
- The City of Lorton and Bear Creek Special Utility District are not responsible for replacing any improvements in, under or over any easements caused by maintenance or repair.
- Utility easements may also be used for the mutual and accommodation of all public utilities desiring to use or using the same unless the easement limits the use in particular utilities, and use by public utilities being subordinate to the public and City of Lorton and Bear Creek Special Utility District.
- The City of Lorton, Bear Creek Special Utility District, and public utilities shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with construction, maintenance, or efficiency of their respective systems in the easements.
- The City of Lorton, Bear Creek Special Utility District, and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of construction, reconstruction, expansion, modifications, reworking, and adding to or removing all or parts of their respective systems without the necessity of any form of procuring permission from anyone.
- All modifications to this document shall be by means of plat and approved by the City of Lorton unless said modifications pertain to Bear Creek Special Utility District facilities, in which case Bear Creek Special Utility District shall also review and approve.

This plat agreement subject to all existing ordinances, rules, regulations of the City of Lorton, Texas.

The undersigned covenants and agrees that the HOA common lots, well maintenance easements, and interior common lot drainage easements and restrictions herein set forth shall run with the land and be binding on the owner(s) of this subdivision, their successors and assigns, and all parties claiming by, through and under them. In the event a permit is requested on all or part this property, the City may require any similar or additional restrictions as its sole discretion. The sole responsibility for maintenance and replacement of landscape materials shown shall be borne by any "homeowners association" hereafter established for the owners of the lots in the subdivision and/or the owners of the individual lots within this subdivision. Such maintenance and replacement shall be in conformance with the requirements, standards, and specifications of the City of Lorton, as presently in effect or as hereafter amended. This provision may be enforced by specific elements unless otherwise approved on the plat.

WITNESS, my hand, this _____ day of _____, 2010

Bloomfield Homes, L.P.,
a Texas limited partnership
By: Bloomfield Properties, Inc.
a Texas corporation, General Partner
By: _____
Donald J. Dijkstra, President

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned, a notary public in and for the State of Texas, on this day personally appeared Donald J. Dijkstra, President, known 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 considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this _____ day of _____, 2010

Notary Public for the State of Texas

My Commission Expires On: _____

SURVEYOR'S CERTIFICATE

I, WILLIAM V. PERRY, registered professional land surveyor, State of Texas, do hereby state that I prepared this plat and field notes made a part hereof, from a survey performed upon the ground under my direct supervision, and the corner monuments shown herein were set or found as described.

PRELIMINARY
RELEASED 2-12-10 FOR REVIEW ONLY.
THIS DOCUMENT SHALL NOT BE RECORDED
FOR ANY PURPOSE.
Registered Professional Land Surveyor No. 4689

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a notary public in and for the State of Texas, on this day personally appeared WILLIAM V. PERRY, known 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 considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this _____ day of _____, 2010

Notary Public for the State of Texas

My Commission Expires On: _____

DEPOSITED FOR THE RECORD

RECORDED FOR THE RECORD

THIS PLAT CORRECTLY PRESENTS THE REQUIRED EASEMENTS AND CERTIFICATIONS REQUIRED BY BEAR CREEK SPECIAL UTILITY DISTRICT FOR THIS DEVELOPMENT.
BEAR CREEK SPECIAL UTILITY DISTRICT (BCSUD)

Name/Title: _____

Date: _____

"RECOMMENDED FOR APPROVAL"

CHAIRMAN OF PLANNING AND ZONING COMMISSION
CITY OF LORTON, TEXAS

DATE: _____

APPROVAL FOR PREPARATION OF FINAL PLAT:

MAYOR, CITY OF LORTON, TEXAS

DATE: _____

**PRELIMINARY PLAT
TRADITIONS AT GRAND HERITAGE PHASE 2**

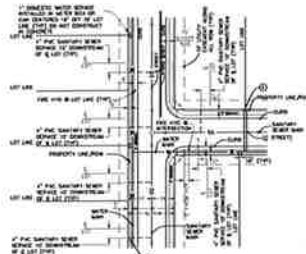
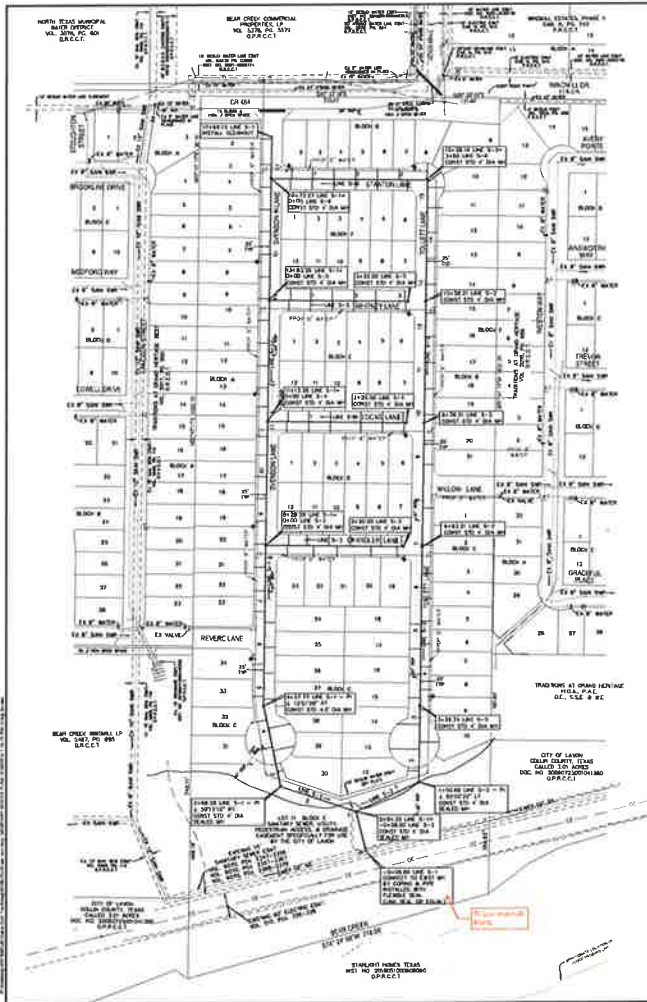
BOOK 30.485 ACRES OF LAND SITUATED IN THE
GRAY KNIGHT SURVEY, ABSTRACT NUMBER 2,
IN THE
CITY OF LORTON, COLLIN COUNTY, TEXAS
111 RESIDENTIAL LOTS 2 OPEN SPACE (HOA)
1 - LOT 11, BLOCK C - CITY DEDICATION 6.04 ACRES
ENGINEERS / SURVEYORS

OWNER / DEVELOPER:
BLOOMFIELD HOMES, L.P.
1501 E. HWY 114 #210
SOUTHWICK, TEXAS 75087
(817) 416-1872

USA PROFESSIONAL SERVICES GROUP, INC.
CIVIL ENGINEERS-SURVEYORS-PLANNERS-LANDSCAPE ARCHITECTS
TEXAS BOARD OF PROFESSIONAL ENGINEERS-REGISTERED PROFESSIONAL ARCHITECTS
1525 VICTORY DRIVE, DALLAS, TEXAS 75219
OFFICE: (214) 624-3320 FAX: (214) 624-3328
WWW.USAPROFESGROUP.COM

FEBRUARY 2010

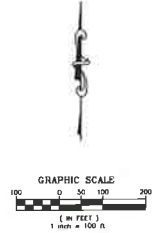
SHEET 2 OF 2



TYPICAL WATER & SANITARY SEWER SERVICE LOCATION DETAIL
(ALL DIMENSIONS ARE TO BACK OF CURB)

The Contractor shall contact N.T.M.W.D. Engineering at (972) 442-5405 at least (72) hours prior to performing any work in the vicinity of N.T.M.W.D. utilities.

A minimum of one foot (1') of clearance shall be provided for all utilities crossing the N.T.M.W.D. pipelines.




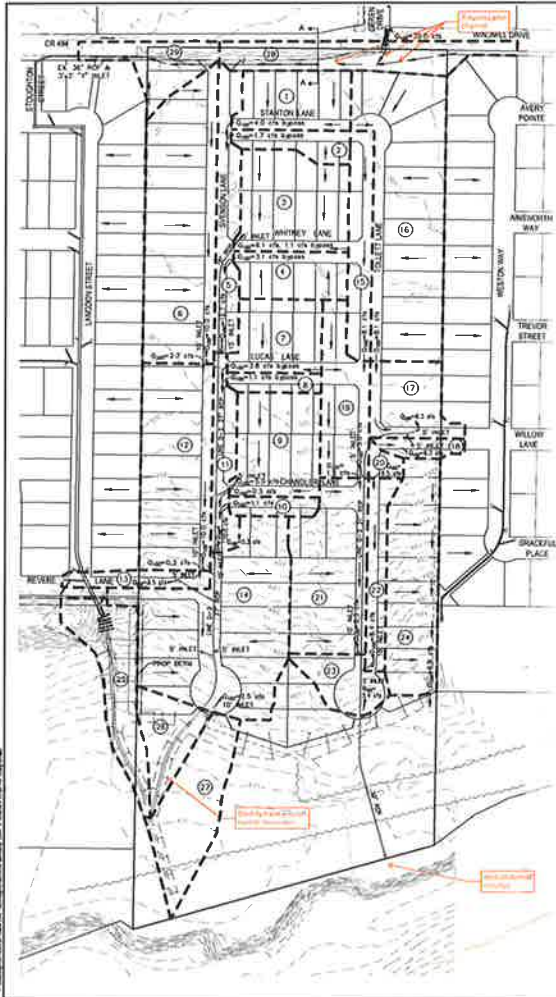
See Sheet A for General Notes
City of Lavon, Standard Detail
DS-531 & DS-552 For Sanitary Sewer Detail



- BENCHMARKS
1. "C" CUT ON THE SOUTH TOP OF CURB OF WINDMILL DRIVE APPROXIMATELY 52 FEET FROM THE CENTERLINE OF GRAND DRIVE.
ELEVATION = 504.32 FEET
 2. "C" CUT ON THE NORTH SIDE OF THE TOP OF CONCRETE BASE OF THE WEST TOWER STATE PLANE COORDINATES
NORTH 7057497.85
EAST 298343.41
ELEVATION = 432.20 FEET



SANITARY SEWER PLAN	
TRADITIONS AT GRAND HERITAGE PHASE 2	
CITY OF LAVON	
COLLIN COUNTY, TEXAS	
	USA JOB NO. 2018005.00



Lot No.	Area (sq. ft.)	Area (sq. m.)	Volume (cu. ft.)	Volume (cu. m.)	Flow (cfs)	Flow (lps)	Flow (gpm)	Flow (m ³ /hr)	Flow (m ³ /day)	Flow (m ³ /year)
1	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
2	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
3	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
4	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
5	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
6	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
7	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
8	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
9	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
10	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
11	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
12	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
13	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
14	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
15	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
16	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
17	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
18	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
19	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
20	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
21	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
22	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
23	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
24	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
25	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
26	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
27	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
28	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
29	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
30	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
31	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
32	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
33	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
34	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
35	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
36	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
37	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
38	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
39	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
40	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
41	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
42	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
43	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
44	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
45	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
46	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
47	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
48	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
49	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153
50	10,000	929	100,000	2,832	1.0	35.4	14.2	142	1,420	5,153

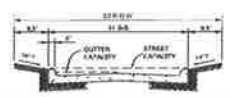
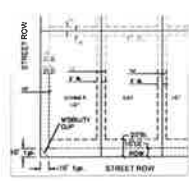
Line No.	Stationing	Structure	Material	Length	Notes
LINE 0-1	0+00 to 0+100	18" Dia. Storm Sewer	12" Dia. Storm Sewer	100	See Notes
LINE 0-2	0+100 to 0+200	18" Dia. Storm Sewer	12" Dia. Storm Sewer	100	See Notes
LINE 0-3	0+200 to 0+300	18" Dia. Storm Sewer	12" Dia. Storm Sewer	100	See Notes
LINE 0-4	0+300 to 0+400	18" Dia. Storm Sewer	12" Dia. Storm Sewer	100	See Notes
LINE 0-5	0+400 to 0+500	18" Dia. Storm Sewer	12" Dia. Storm Sewer	100	See Notes
LINE 0-6	0+500 to 0+600	18" Dia. Storm Sewer	12" Dia. Storm Sewer	100	See Notes
LINE 0-7	0+600 to 0+700	18" Dia. Storm Sewer	12" Dia. Storm Sewer	100	See Notes
LINE 0-8	0+700 to 0+800	18" Dia. Storm Sewer	12" Dia. Storm Sewer	100	See Notes
LINE 0-9	0+800 to 0+900	18" Dia. Storm Sewer	12" Dia. Storm Sewer	100	See Notes
LINE 0-10	0+900 to 0+1000	18" Dia. Storm Sewer	12" Dia. Storm Sewer	100	See Notes



LEGEND

- DRAINAGE DITCH LINE
- EXISTING DITCH LINE
- DRAINAGE AREA NUMBER
- DIRECTION OF FLOW
- PROPOSED STORM SEWER
- EXISTING STORM SEWER

PRELIMINARY
HOT FOR CONSTRUCTION
February 14, 2019



TYPICAL LOT BUILDING LINES, UTILITY EASEMENTS
SEE 2-D SHEET FOR ABSOLUTE EASEMENT DETAIL
NOT TO SCALE

NOTES:
1. FENCE OR BARRIER IS TO BE PLACED ON LOT LINE.
2. ALL UTILITY LOTS SHALL HAVE A 5' DRAINAGE EASEMENT DIRECTED TO THE SOUTH SIDE OF LOT LINE.
3. ALL LOT SET-BACKS SHALL BE MEASURED FROM THE FRONT OF THE LOT. SET-BACKS SHALL HAVE A 5' MIN. LANDSCAPE EASEMENT ON REAR.

STREET FACILITY (TOP OF CURB TO TOP OF GUTTER)
STANDARD CROSS SECTION TO BE PROVIDED

GUTTER FACILITY (TOP OF CURB TO TOP OF GUTTER)
STANDARD CROSS SECTION TO BE PROVIDED

STREET FACILITY (TOP OF CURB TO TOP OF GUTTER)
C = 1.49
S = 0.01
W = 12.00 FT
W + 2.00 FT
W + 4.00 FT
C = 1.49
S = 0.01
W = 12.00 FT
W + 2.00 FT
W + 4.00 FT

GUTTER FACILITY (TOP OF CURB TO TOP OF GUTTER)
C = 1.49
S = 0.01
W = 12.00 FT
W + 2.00 FT
W + 4.00 FT
C = 1.49
S = 0.01
W = 12.00 FT
W + 2.00 FT
W + 4.00 FT

BENCHMARKS:
1. 10' DIA. CONCRETE TOP OF CURB OF EXISTING DRIVE (APPROXIMATE) 12 FEET FROM THE CENTERLINE OF GUTTER DRIVE
ELEVATION = 501.50 FEET
2. 10' DIA. CONCRETE TOP OF CURB OF EXISTING DRIVE (APPROXIMATE) 12 FEET FROM THE CENTERLINE OF GUTTER DRIVE
STATE PLANE COORDINATES: NORTH 7057493.86
EAST 2586343.41
ELEVATION = 622.32 FEET

DRAINAGE AREA MAP
TRADITIONS AT GRAND HERITAGE PHASE 2
CITY OF LAVON
COLLIN COUNTY, TEXAS
USA JOB NO. 2018005.00



CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: March 5, 2019

ITEM: 6-D

Item:

Discussion and action regarding Resolution No. 2019-03-01 ratifying and affirming “No Parking Zones” on Windmill Drive as designated by the Traffic Administrator; and providing for an effective date.

Background:

In January of 2016 the City Council established the role of Traffic Administrator for the City. According to the Lavon Code of Ordinances, Chapter 11, Article 01 section 001 – known as 11.01.001 Traffic Administrator - The traffic administrator shall have the authority to manage traffic-related issues in the interest of public safety.

Excerpt:

CITY OF LAVON CODE OF ORDINANCES

Sec. 11.01.001 Traffic administrator

(a) The city council by motion and vote shall designate an employee to serve as the traffic administrator.

(b) The traffic administrator shall have the authority to designate, review and authorize any traffic-related issues, to include but not limited to designating parking and no parking areas, designating the placement of all traffic-control signs and devices on city streets, and designating the flow of traffic on streets within the city.

On February 2, 2016 the City Council designated Chief of Police J. Michael Jones as the Lavon Traffic Administrator. Over the past several months, Chief Jones has received complaints and observed the challenges of vehicles safely navigating Windmill Drive near the intersection of Geren Road when vehicles are parked along the sides of Windmill Drive within a couple hundred feet of the intersection. In cooperation and consultation with City Administrator Kim Dobbs and Public Works Director Sonny Mancias, Chief Jones designated the roadway along Windmill Drive as No Parking on either side of the street for a distance of 250 feet easterly from the intersection of Geren Road, Windmill Drive and County Road 484. On February 26th 2019 Director of Public Works erected the “No Parking” signs at the designated location.

Violation of the No Parking Zone regulation may result in a penalty of fine in accordance with Section 1.01.009 of the Lavon Code of Ordinances.

Chief Jones, acting in his capacity as the Lavon Traffic Administrator, requests the Lavon City Council ratify and affirm his designation of "No Parking Zones" at this location.

Attachments: Resolution
 Location Exhibit

If there are any questions, please contact Chief Jones.

J. Michael Jones
Chief
Lavon Police Department
City of Lavon
Mike.Jones@CityofLavon.org

CITY OF LAVON, TEXAS
RESOLUTION NO. 2019-03-01

No Parking – Geren & Windmill

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS RATIFYING AND AFFIRMING “NO PARKING ZONES” ON WINDMILL DRIVE AS DESIGNATED BY THE LAVON TRAFFIC ADMINISTRATOR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lavon Code of Ordinances, Chapter 11, Article 01 section 001 – known as 11.01.001 Traffic Administrator authorizes the City Council to select a Traffic Administrator for the city by a process of motion and vote; and

WHEREAS, on February 02, 2016 the City Council by motion and vote designate Chief of Police J. Michael Jones as the Traffic Administrator for the City of Lavon; and

WHEREAS, the City of Lavon Traffic Administrator has the authority to, among other things, designate areas of no parking in the City of Lavon; and

WHEREAS, the Lavon Traffic Administrator has designated certain locations as “No Parking Zones” and ordered no parking signs to be erected at these locations; and

WHEREAS, the City Council may from time to time ratify and affirm the actions of Lavon Traffic Administrator.

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

SECTION 1. The City Council does ratify and affirm the “No Parking Zones” designated by the Lavon Traffic Administrator at the following locations:

- 1) Starting at the intersection of Geren Road, Windmill Drive and County Road 484; extending for approximately 250 feet in a generally easterly direction along the south side of Windmill Drive; and
- 2) Starting at the intersection of Geren Road, Windmill Drive and County Road 484; extending for approximately 250 feet in a generally easterly direction along the north side of Windmill Drive.

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 5th day of March 2019.

Vicki Sanson, Mayor

ATTEST:

Kim Dobbs, City Administrator | City Secretary







CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: March 5, 2019

ITEM: 6 – E

Item:

Discussion and action regarding proposed design guidelines presented for the LakePointe Development.

Background:

On February 19, 2019, Steve Lenart, Lenart Development Company LLC presented updated information about the proposed LakePointe Development to the City Council and Planning and Zoning Commission. At the meeting, the public was invited to ask questions and the City Council and Planning and Zoning Commission were encouraged to provide feedback and direction. The staff and developer reviewed the identified issues and the proposed guidelines have been modified accordingly.

Draft proposed regulations are provided for further review and consideration. The design regulations are proposed to be incorporated into a Development Agreement.

Attachment: Proposed Draft Design Guidelines

March 1, 2019

LakePointe



LAKEPOINTE DEVELOPMENT

DEVELOPMENT DESIGN REGULATIONS & CONCEPT

LAKEPOINTE DEVELOPMENT

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**ARTICLE I.
GENERAL PROVISIONS**

1.1 **Purposes & Definitions.** The Development Design Regulations and Concept are intended to (a) create a mixed-use, master planned community within the corporate limits of the City, (b) ensure a high-quality residential and commercial development, (c) provide increased recreation and/or open space, and (d) provide amenities and features of special benefit to the Property owners.

Buffer Area means the area identified as "Buffer" on the Concept Plan attached hereto as **Exhibit 2**.

Commercial Planning Area means the area identified as "Commercial" on the Concept Plan attached hereto as **Exhibit 2**.

Exterior Architectural Features means the building enhancements described in **Paragraph 5** on **Exhibit 6** attached hereto.

LakePointe Development means the approximately 200-acre master planned community generally located in Collin County at the southeast corner of Farm to Market Road 6 ("**FM 6**") and Texas State Highway 78 ("**SH 78**"), containing the Residential Planning Area and the Commercial Planning Area, which may be developed as shown on the Concept Plan attached hereto as **Exhibit 3** and more particularly described by metes and bounds legal description on **Exhibit 1** attached hereto.

Residential Planning Area means the area identified as "Residential" on the Concept Plan attached hereto as **Exhibit 2**.

**ARTICLE II.
INTERPRETATION**

2.1 **Applicability of Existing Regulations.** Except as provided herein , (a) the Residential Planning Area shall be developed in accordance with the development standards established for the Single Family Residential District (SF-4) in the Zoning Ordinance, (b) the Commercial Planning Area shall be developed in accordance with the development standards established for the Retail (R) and/or Business Park (B) Districts in the Zoning Ordinance, although any Site Plan submitted shall conform to the standards in either Retail (R) or Business Park (B) mutually exclusive from the other, unless otherwise allowed herein, and (c) development of the Property shall otherwise be governed by the applicable City ordinances related to the least restrictive zoning district in existence. In the event of any conflict or inconsistency between this Concept and the Zoning Ordinance or any other City ordinances, the terms, provisions, and intent of this Concept shall control and prevail. To the extent this Concept includes standards or regulations (including approval procedures) that apply to a particular aspect of development and/or construction, such standards, regulations, and procedures shall be exclusive (i.e., the only standards, regulations, or procedures that apply to such aspect of development and/or construction). For example, this Concept includes standards and regulations for residential landscaping; consequently, such standards and regulations are the only residential landscaping standards and regulations that apply within the development.

2.2 Amendments. Any major or minor amendments to the Concept and Concept Plan may be made in accordance with the Zoning Ordinance.

2.3 Plans and Studies. The Concept Plan is attached as **Exhibit 3**, and the Concept Plan, including all graphic depictions and notes., The Concept Plan shows the boundaries of the Development, which are more specifically described by the metes and bounds description attached as **Exhibit 1**. For purposes of this Concept, the Development is divided into multiple planning areas as shown on the Concept Plan.

2.4 Preliminary Plat and Site Plans

(a) Residential Planning Area. The preliminary plat for the Residential Planning Area will serve as the site plan and shall generally conform to the Concept Plan attached as **Exhibit 3**. The preliminary plat shall substantially comply with the Concept Plan.

(b) Commercial Planning Area. Prior to the issuance of any building permit in the Commercial Planning Area, a site plan shall be submitted for review and approval to the City in accordance with the Zoning Ordinance and this Concept.

2.5 Phasing.

(a) Infrastructure and Open Space. Needed infrastructure and open space required to support each phase or section of development shall be constructed in conjunction with development of such phase or section. Sections or phases identified on the Concept Plan are named or identified for convenience only and are not an indication of development sequence. Sections or phases may be developed in any order and in any number of sections or phases as mutually agreed to by the Owner and the City.

(b) Amenity Center. An amenity center shall be constructed in connection with development of Phase 2 of the Residential Planning Area. No building permits shall be issued in Phase 3 of the Residential Planning Area until the amenity center has received a Certificate of Occupancy from the City.

**ARTICLE III.
RESIDENTIAL PLANNING AREA DEVELOPMENT STANDARDS**

3.1 Density in Residential Planning Area. The maximum number of residential dwellings within the Residential Planning Area shall not exceed 700. All lots shall conform to the standards as reflected in **Exhibit 5** attached hereto.

3.2 Uses in Residential Planning Area.

(a) The following uses are permitted uses ("**Permitted Uses**") in the Residential Planning Area:

(i) Single family detached dwelling.

(ii) Amenity center, community swimming pool, playground, park, open space, storm water detention area, common area, and non-lighted athletic field.

- (iii) Model home, including those with onsite sales offices
- (iv) Accessory Use, Unit, Structures, or Building as defined by the Zoning Ordinance.
- (v) Temporary concrete batch plants serving the Development.
- (vi) Temporary buildings incidental to infrastructure construction work, including temporary development, construction and sales trailers.

(b) An applicant may request an interpretation from the City's Planning and Zoning Commission for uses that are undefined or not listed in **Section 3.2(a)**.

3.3 **Development Standards**. Development of the Residential Planning Area shall be in accordance with the development standards established herein including the following:

(a) **Lot Specifications and Layout**. The lot layout and specifications shall generally conform to the Concept Plan depicted in **Exhibit 3** and as stated herein. Allowances for changes to the quantity and locations of each lot type are permitted in conformance with the requirements listed herein. For the Residential Planning Area, the lot dimensions and other specifications are reflected on **Exhibit 5** attached hereto.

(b) **Building Standards**. All dwellings constructed in the Residential Planning Area shall adhere to the building standards reflected on **Exhibit 6** attached hereto.

(c) **Fencing Standards**. All lots within the Residential Planning Area shall contain a wood or wrought-iron/tubular steel fence constructed prior to issuance of a Certificate of Occupancy per the requirements below:

(i) **Wood Fences**

(A) Wood fences shall be a minimum of 6' and a maximum of 8' in height, utilize steel posts, and be constructed of spruce or cedar.

(B) Wood fences adjacent to public streets shall be stained with all pickets placed on the "public side" facing the street.

(C) Rear yard fences that extend towards the front of the dwelling shall terminate no closer than 10' to the Minimum Front Yard Setback line, as defined on **Exhibit 5**.

(D) On corner lots, side yard fencing shall not encroach more than 5' beyond the side building line that is adjacent to the side street.

(E) Wooden fencing adjacent to open spaces, common areas, detention areas, and the exterior Property boundary shall comply with **Exhibits 4 and 4C**.

(ii) **Wrought-iron/ Tubular Steel Fencing**

A. Wrought-iron/tubular steel fencing shall be a minimum of 6' and a maximum of 8' in height and painted black.

B. Wrought-iron/tubular steel fencing locations and construction shall comply with Exhibits 4 and 4C attached hereto.

(d) Landscape Standards. The landscape standards within the Residential Planning Area are set forth below:

(i) All lots with single family dwellings shall be fully sodded and irrigated.

(ii) All lots with single family dwellings shall have a single three-inch (3") caliper tree installed in the front or rear of each single-family lot. A list of approved tree species is listed on Exhibit 7 attached hereto, which list may be updated from time to time with the written approval of the City and the Owner. No tree shall be planted closer than 5' to any front, rear, or side property line on any single-family lot.

(iii) All lots with single family dwellings shall have a landscaping bed in the front yard containing mulch top-dressing and minimally the following plantings:

(A) 50' Lots: Two – 10-gallon shrubs, seven – 5-gallon shrubs or native grasses, ten – 3-gallon shrubs or native grasses

(B) 60' Lots: Two – 10-gallon shrubs, eleven – 5-gallon shrubs or native grasses, fourteen – 3-gallon shrubs or native grasses

(e) Major Sidewalk. In connection with development and/or construction of a phase or section in the Residential Planning Area, an 8' wide concrete walking path ("Major Sidewalk") shall be constructed within the boundaries of the applicable phase consistent with Exhibit 4 attached hereto. The Major Sidewalk to support each phase or section of the development shall be constructed in conjunction with development of such phases or section as shown on the Concept Plan. The Major Sidewalk shown on the Concept Plan through the Commercial Planning Area connecting to FM 6 is conceptual only and subject to realignment as the phase or sections of the Property develop. Additionally, no driveways serving single family lots shall cross the Major Sidewalk.

(f) Sidewalks. Sidewalks in the Residential Planning Area shall be five (5) feet wide and will be placed adjacent to all public right of ways. Sidewalks may be located on, adjacent to, or partially in public right of way, lots, amenity centers, open space, common areas, and detention areas. Sidewalks on or adjacent to a lot will be installed by the builder in connection with the construction of a dwelling on such lot.

(g) Mail Boxes. Single or dual mailboxes may be constructed on the lots, which mailboxes shall be freestanding and consist of a minimum of 100% masonry materials. If required by the United States Postal Service, metal cluster mailboxes may be constructed in various locations within the Property to serve multiple lots and such cluster mailboxes shall be placed within reasonable proximity to a street light.

(h) Open Spaces, Common Areas, Detention Areas and Amenity Centers. The location and number of open spaces shall generally conform to the Concept Plan and Exhibits 4,

4A, 4B, 4C and 4D attached hereto. All open spaces, common areas, detention areas and amenity centers in the Residential Planning Area shall be owned and maintained by the homeowners' association (the "**Homeowners' Association**") formed for the Residential Planning Area. No additional reserve areas, parks, open spaces or common areas shall be required.

(i) Neighborhood Signage. Permanent subdivision signage shall be allowed at all entry points to the Residential Planning Area, on open spaces, and on common areas.

(j) Homeowners' Association. A Homeowners' Association formed for the applicable Residential Planning Area shall own and maintain all neighborhood parks, open spaces, common areas, detention areas, masonry screening walls/entry features, and amenity centers within the Residential Planning Area. Membership in the association is mandatory for all lots within the Residential Planning Area.

(k) Non-Repetition of Building Form. The same house elevation and brick color may not be duplicated within three (3) lots adjacent to the applicable lot on the same side of the street and on the lot directly across the street from the applicable lot.

(l) Perimeter Walls and Fences. All perimeter walls and fences shall comply with the attached **Exhibits 4, 4A and 4C** in terms of location and construction material.

(m) Electric Utility Lines. New overhead utility distribution lines installed by or on behalf of Owner exclusively servicing the Property are prohibited. Such lines must be buried underground. The following may be located above ground: (a) existing utility lines; (b) appurtenances to utility lines (e.g., transformers, switch gears, meters, and pedestals); (c) temporary utility lines; (d) utility transmission lines and other lines of such size and capacity making it impractical to locate such lines underground; (e) temporary poles, lines and appurtenances necessary for development or building construction; and (f) temporary poles, lines and appurtenances necessary on unplatted portions of the Concept to facilitate phasing of the development.

**ARTICLE IV.
COMMERCIAL PLANNING AREA DEVELOPMENT STANDARDS**

4.1 Uses in Commercial Planning Area. (a) In addition to the permitted and conditional uses established in the Zoning Ordinance for the Retail (R) and Business Park (B) Districts the following uses are Permitted Uses in and for the Commercial Planning Area identified on **Exhibit 2**:

(i) Retail (R) Classification Retail; commercial; residential; personal service; amusement establishments; animal boarding (indoor boarding facilities only); automobile fueling stations (limited to one operation within the Commercial Planning Area); building material sales; business service and sales; dry-cleaning retail establishments; exercise and sports establishments; hotels and other hospitality establishments; merchandise rentals; nursery, garden, and landscape material sales; pet grooming and care services; multifamily and townhome residential uses, including age – restricted; veterinarian services, animal clinics; community recreational use; community swimming pool; independent living, assisted living, and nursing home facilities; auto, tool or equipment rentals; restaurants with drive-thru operations; self-service ice vending operations (when adjacent to another existing use);

(ii) Business Park (B) Classification Data centers and software design; medical or scientific laboratories; open processing operations; outside sales and storage; storage facilities; trade contractor offices and dispatch; mini-storage facilities; mini-warehouse facilities;

(iii) Temporary concrete batch plants serving the Development.

(iv) Accessory Uses, Buildings, Structures and Units as defined by the Zoning Ordinance.

(b) An applicant may request an interpretation from the City's Planning and Zoning Commission for uses that are undefined or not listed in Section 4.1.

(c) New overhead utility distribution lines installed by or on behalf of Owner exclusively servicing the Property are prohibited. Such lines must be buried underground. The following may be located above ground: (a) existing utility lines; (b) appurtenances to utility lines (e.g., transformers, switch gears, meters, and pedestals); (c) temporary utility lines; (d) utility transmission lines and other lines of such size and capacity making it impractical to locate such lines underground; (e) temporary poles, lines and appurtenances necessary for development or building construction; and (f) temporary poles, lines and appurtenances necessary on unplatted portions of the Development to facilitate phasing of the development.

(d) The Buffer Area, as defined in Section 1.1, shall contain only landscaping, irrigation, screening walls or fences, sidewalks, public roads, access roads, parking lots, utility lines and other associated items. The Buffer Area may be included within the required setback distances established in this Concept.

4.2 Building Permits. Following Site Plan approval, permits for the construction of structures in a particular phase or section of the Commercial Planning Area shall be available and issued upon completion of the on-site public infrastructure improvements in such phase or section without regard to completion of any private improvements in such phase or section.

4.3 Buffering and Screening in Commercial Planning Area. Lots containing commercial uses that are located in a Commercial Planning Area used for commercial purposes and adjacent to the Residential Planning Area must, upon the construction of any commercial structure, construct and maintain a masonry or concrete sight-barring fence at least eight (8) feet high constructed on the property line between the two Planning Areas.

(a) Mini – storage and mini – warehouse buffering. All storage buildings shall be setback from Highway 78 a minimum of 250 feet and screened with a masonry or concrete sight – barring fence at least eight (8) feet high adjacent to Highway 78. Such masonry or concrete fence may be incorporated into the building’s structure.

4.4 Major Sidewalk Connection. The Major Sidewalk shown on Exhibit 4 through the Commercial Planning Area shall connect to the FM 6 right – of – way. The Major Sidewalk shall be constructed through the Commercial Planning Area concurrently with the development of the Commercial Planning Area and shall be phased accordingly. The exact location and

routing will be subject to change based on site plan approvals within the Commercial Planning Area.

4.5 Commercial Planning Area Requirements for all Uses other than Townhome or Multifamily. The requirements in the Zoning Ordinance for each respective use shall apply except as noted in Sections 4.5 (a) – (f) below.

(a) Minimum Lot area. 30,000 square feet for Retail (R) uses and 80,000 square feet for Business Park (B) uses

(b) Minimum Building Size. 1,500 square feet for Retail (R) uses and 5,000 square feet for Business Park (B) uses.

(c) Maximum height. The maximum height for all structures located within the Commercial Planning Area shall be forty-five feet (45'), with the exception of Hotel uses, which maximum height shall be sixty-five feet (65'). No portion of any structure located within one hundred feet (100') of the Residential Planning Area shall be greater than forty – five feet (45') in height. Additionally, the maximum height for mini – storage or mini – warehouse structure shall be twenty-four feet (24').

(d) Front yard. The minimum front yard setback is 25 feet for all of the Commercial Planning Area. A restaurant may locate outdoor dining and serving areas, as well as sidewalk cafes, in the required front yard setback.

(e) Lot Coverage. A maximum of 80% lot coverage is allowed in all of the Commercial Planning Area.

(f) Landscaping Requirements shall comply with Chapter 9 of the Zoning Ordinance, subject to the following:

(i) A 20' landscape buffer is required adjacent to Texas State Highway 78 and FM 6. Additionally, a 10' landscape buffer is required adjacent to any other public right – of way. A 20' landscaped median may be placed in any public right – of – way in lieu of the 10' landscape buffer. This area may include entrance/exit driveways, utilities, sidewalks, hardscape, lighting, signage, fencing, and gates. The area shall be 100% irrigated and landscaped. A minimum of one – 4" tree shall be planted every 20' as measured along the public right – of – way, excluding entrance and exit driveways, subject to the requirements above. The trees may be grouped or clustered to provide a more natural appearance.

(ii) Trees may be planted in open spaces, common areas, detention areas, yards, and within the Buffer Area.

(iv) Detention areas may be wet or dry, and may contain amenities such as sidewalks, hardscape, lighting, signage, and fencing. Centralized detention is allowed that serves more than one tract in the Commercial Planning Area.

(iii) All areas of the site, other than building footprints, shall count towards the 20% landscaping requirements established in the Zoning Ordinance.

4.6 Commercial Planning Area Requirements for all Townhome or Multifamily Uses.

(a) Maximum Acreage and Density for Townhome or Multifamily Uses. The Townhome and Multifamily uses shall be limited to a maximum of twelve (12) acres within the Commercial Planning Area. The maximum density for Townhome uses is nine (9) units per acre and the maximum density for Multifamily uses shall be limited to eighteen (17) units per acre.

(b) Townhomes and Multifamily sales and/or leases may be age-restricted.

(c) Townhome Requirements.

(i) Minimum Lot Area: 2,500 square feet

(ii) Minimum Townhome size: 1,200 square feet

(iii) Maximum height: 38 feet

(iv) Minimum Lot width: 25 feet on interior lots, 35 feet on corner lots

(v) Front or rear driveway access is allowed, and each Townhome shall contain a two – car garage

(vi) Setback standards.

(A) Front yard: 20' minimum

(B) Rear yard: 15' minimum on front driveway access, 20' minimum on rear driveway access

(C) Side yard: 5' minimum on interior lots between buildings; 10' minimum on sides adjacent to a public street (corner lot).

(vii) Building Standards: All Townhomes shall comply with the Building Standards on Exhibit 6.

(viii) Parking requirements: Off street parking shall be provided at the rate of .5 parking spaces per each Townhome Lot. Off street parking may be parallel parking and/or head – in parking. Parallel parking may not be adjacent to the front of any Townhome Lot with a front – entry garage. Additionally, all parallel parking spaces shall be a minimum of 8' wide and this width shall be added to the standard street pavement width of the street where the parallel parking space is located and the right of way of the road shall also be widened by 8'.

(d) Multifamily Requirements.

(i) Minimum Living Area:

(A) Efficiency or One Bedroom - 690 square feet

- (B) Two Bedroom - 970 square feet
- (C) Three Bedroom - 1,200 square feet
- (ii) Maximum height: Two (2) stories with a maximum height of thirty-nine (39') feet.
- (iii) Setback standards.
 - (A) Perimeter setbacks: Buildings shall be a minimum 30' from the front property line, and a minimum 10' from side or rear property lines.
 - (B) Building setbacks: All buildings shall comply with the setback requirements established City's adopted Fire Code.
- (iv) A swimming pool shall be required within the Multifamily boundary for use of the Multifamily residents. Additionally, an on – site management office is required within the Multifamily boundary.
- (v) Building Standards: All Multifamily building elevations shall consist of brick, stone, synthetic stone, stucco, decorative pattern cementitious fiberboard (as referenced in **Exhibit 5**), and cementitious fiberboard siding, excluding windows, doors, and other normal openings, fascia, and architectural details (corbels, exposed beams, guardrails, handrails, dormers, etc.).
 - (A) Exterior elevations adjacent to a public roadway shall consist of brick, stone, synthetic stone, stucco, and/or decorative pattern cementitious fiberboard.
 - (B) All other elevations may contain brick, stone, synthetic stone, stucco, decorative pattern cementitious fiberboard, and/or cementitious fiberboard siding, with no more than 50% of any elevation containing cementitious fiberboard siding.
 - (C) Detached garages may contain brick, stone, synthetic stone, stucco, decorative pattern cementitious fiberboard, and/or cementitious fiberboard siding.
- (vi) Parking shall comply with the Zoning Ordinance, Chapter 8 Paragraph (P). Covered parking (carports), attached garages, and detached garages are allowed and the parking spaces within these shall count toward any parking requirements.
- (vii) The Multifamily area may be gated, and the perimeter fence shall be a 6' wrought-iron fence with stone or brick columns placed at a minimum of 100' on – center. Any portion of the Multifamily lot adjacent to the Residential Planning Area shall comply with the Screening Requirements in **Section 4.3**.
- (f) Landscaping Requirements shall comply with Chapter 9 of the Zoning Ordinance, subject to the following:
 - (i) Townhomes shall follow the requirements for the Residential Planning Area in **Section 3.3 (d)**

(ii) The Multifamily site shall comply with the following requirements:

(A) A 20' landscape buffer is required adjacent to any public right – of – way adjoining the Multifamily site. This area may include entrance/exit driveways, utilities, sidewalks, hardscape, lighting, signage, fencing, and gates. The area shall be 100% irrigated and landscaped. A minimum of one – 4" tree shall be planted every 20' as measured along the public right – of – way, excluding entrance and exit driveways. The trees may be grouped or clustered to provide a more natural appearance.

(B) A minimum of one – 4" tree shall be planted per every 10,000 square feet of platted area. These trees may be planted in open spaces, common areas, yards, and within the Buffer Area.

(C) All non – paved areas within the site shall be irrigated and landscaped. In lieu of irrigation and landscaping, decorative brick pavers, decomposed granite, or other similar finishes may be used.

(D) The site shall contain a centrally located open space gathering area containing the amenity center. This space shall be a minimum of 15,000 square feet.

(E) All areas of the site, other than building footprints, shall count towards the 20% landscaping requirements established in the Zoning Ordinance.

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EXHIBIT 1

TO

DEVELOPMENT DESIGN REGULATIONS & CONCEPT

LEGAL DESCRIPTION OF THE PROPERTY

BEING a tract of land situated in the Samuel M. Ranier Survey, Abstract Number 470, in the City of Lavon, Collin County, Texas, being part of a tract of land described in a deed to Meredith M. Roark and Margaret M. Arnold, recorded in Document No. 2010526000533270, in the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at the southeast corner of said Roark and Arnold tract, being the southwest corner of a called 140.22 acre tract of land described in a deed to Petro Hunt, LLC, as recorded in Document No. 20070208000186500, in said Deed Records, also being in the north line of a tract of land described in a deed to Northeast Texas Rural Rail Transportation District, recorded in Volume 5585, Page 2680, in said Deed Records;

THENCE South 72 degrees 03 minutes 07 seconds West, with the south line of said Roark and Arnold tract and the north line of said Northeast Texas Rural Rail Transportation District tract, a distance of 1,656.82 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the southwest corner of said Roark and Arnold tract, being southeast corner of a 0.478 acre tract of land described in a deed to North Texas Municipal Water District, recorded in Document No. 20121116001469900, in said Deed Records;

THENCE North 23 degrees 30 minutes 56 seconds West, departing the north line of said Northeast Texas Rural Rail Transportation District tract, with the west line of said Roark and Arnold tract, and with the east lines of said 0.478 acre tract and a called 0.91 acre tract described in a deed to Mary Evans, recorded in Document No. 200804070014460, in said Deed Records, a distance of 173.19 feet to a 1/2-inch iron rod found;

THENCE North 01 degree 53 minutes 11 seconds West, continuing with the west line of said Roark and Arnold tract, and with the east lines of said 0.91 acre tract and a called 2.062 acre tract of land described in a deed to Connie S. Miller, recorded in Volume 4001, Page 947, in said Deed Records, a distance of 530.40 feet to a 1/2-inch iron rod found at the northeast corner of said 2.062 acre tract;

THENCE South 84 degrees 43 minutes 14 seconds West, continuing with the west line of said Roark and Arnold tract and with the north line of said 2.062 acre tract, a distance of 236.18 feet to a 1/2-inch iron rod found at the northwest corner of said 2.062 acre tract, being in the east line of a tract of land described as Tract Two in a deed to 78 Straddle, LP, recorded in Volume 5571, Page 3351, in said Deed Records, also being the approximate center of Bois D'Arc Lane (no recording information found);

THENCE North 06 degrees 53 minutes 43 seconds West, continuing with the west line of said Roark and Arnold tract, with the east lines of said Tract Two and a tract of land described as Tract No. 2 in a deed to DPB Investments, LP, recorded in Document No. 20110606000576510, in said Deed Records, and along said Bois D'Arc Lane, a distance of 748.23 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the northeast corner of said Tract No. 2, being in the south line of a called 2.25 acre tract of land described in a deed to MJKMart, LLC, recorded in Document No. 20120906001115340, in said Deed Records;

THENCE South 89 degrees 16 minutes 47 seconds East, continuing with the west line of said Roark and Arnold tract and with the south line of said 2.25-acre tract, a distance of 64.98 feet to a 1/2-inch iron rod found at the southeast corner of said 2.25 acre tract;

THENCE North 11 degrees 02 minutes 32 seconds West, continuing with the west line of said Roark and Arnold tract and with the east line of said 2.25 acre tract, a distance of 490.85 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the north corner of said 2.25 acre tract, being in the east line of State Highway 78 (variable width right-of-way);

THENCE North 33 degrees 42 minutes 56 seconds East, continuing with the west line of said Roark and Arnold tract and with the east line of said State Highway 78, a distance of 1,298.45 feet to a 5/8-inch iron rod with TxDOT Aluminum cap found on a non-tangent curve to the left, having a radius of 5,729.57 feet and a central angle of 17 degrees 07 minutes 34 seconds;

THENCE continuing with the west line of said Roark and Arnold tract and the east line of said State Highway 78, and with said curve to the left, an arc distance of 1,712.61 feet (Chord Bearing North 25 degrees 17 minutes 32 seconds East – 1,706.24 feet), to a 5/8-inch iron rod with TxDOT Aluminum cap found;

THENCE North 19 degrees 58 minutes 32 seconds East, continuing with the west line of said Roark and Arnold tract and the east line of said State Highway 78, a distance of 419.76 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING";

THENCE North 54 degrees 55 minutes 30 seconds East, continuing with the east line of said State Highway 78, a distance of 87.34 feet to a 5/8-inch iron rod with TxDOT Aluminum cap found in the south line of FM 6 (variable width right-of-way);

THENCE North 89 degrees 32 minutes 36 seconds East, with the south line of said FM 6, a distance of 931.18 feet to a 5/8-inch iron rod with TxDOT Aluminum cap found;

THENCE South 89 degrees 00 minutes 51 seconds East, continuing with the south line of said FM 6, a distance of 376.39 feet to a 5/8-inch iron rod with TxDOT Aluminum cap found in the east line of said Roark and Arnold tract, being in the west line of called 59.757 acre tract described in a deed to Petro Hunt LLC, records in Document No. 20070208000183240, in said Deed Records;

THENCE South 01 degree 00 minutes 58 seconds West, departing the south line of said FM 6, with the east line of said Roark and Arnold tract, and with the west line of said 59.757-acre tract, a distance of 2,424.12 feet to the southwest corner of said 59.757-acre tract, being in the north line of the aforementioned 140.22-acre tract;

THENCE North 88 degrees 51 minutes 38 seconds West, continuing with the east line of said Roark and Arnold tract and with the north line said 140.22-acre tract, a distance of 871.25 feet to a 1/2-inch iron rod found at the northwest corner of said 140.22-acre tract;

THENCE South 01 degree 09 minutes 20 seconds West, continuing with the east line of said Roark and Arnold tract and with the west line said 140.22-acre tract, a distance of 2,042.77 feet to the POINT OF BEGINNING and containing 200.9089 acres of land.

EXHIBIT 2

TO

DEVELOPMENT DESIGN REGULATIONS & CONCEPT

PLANNING AREAS

[SEE ATTACHED]

EXHIBIT 3

TO

DEVELOPMENT DESIGN REGULATIONS & CONCEPT

CONCEPT PLAN

[SEE ATTACHED]

EXHIBIT 4










TO

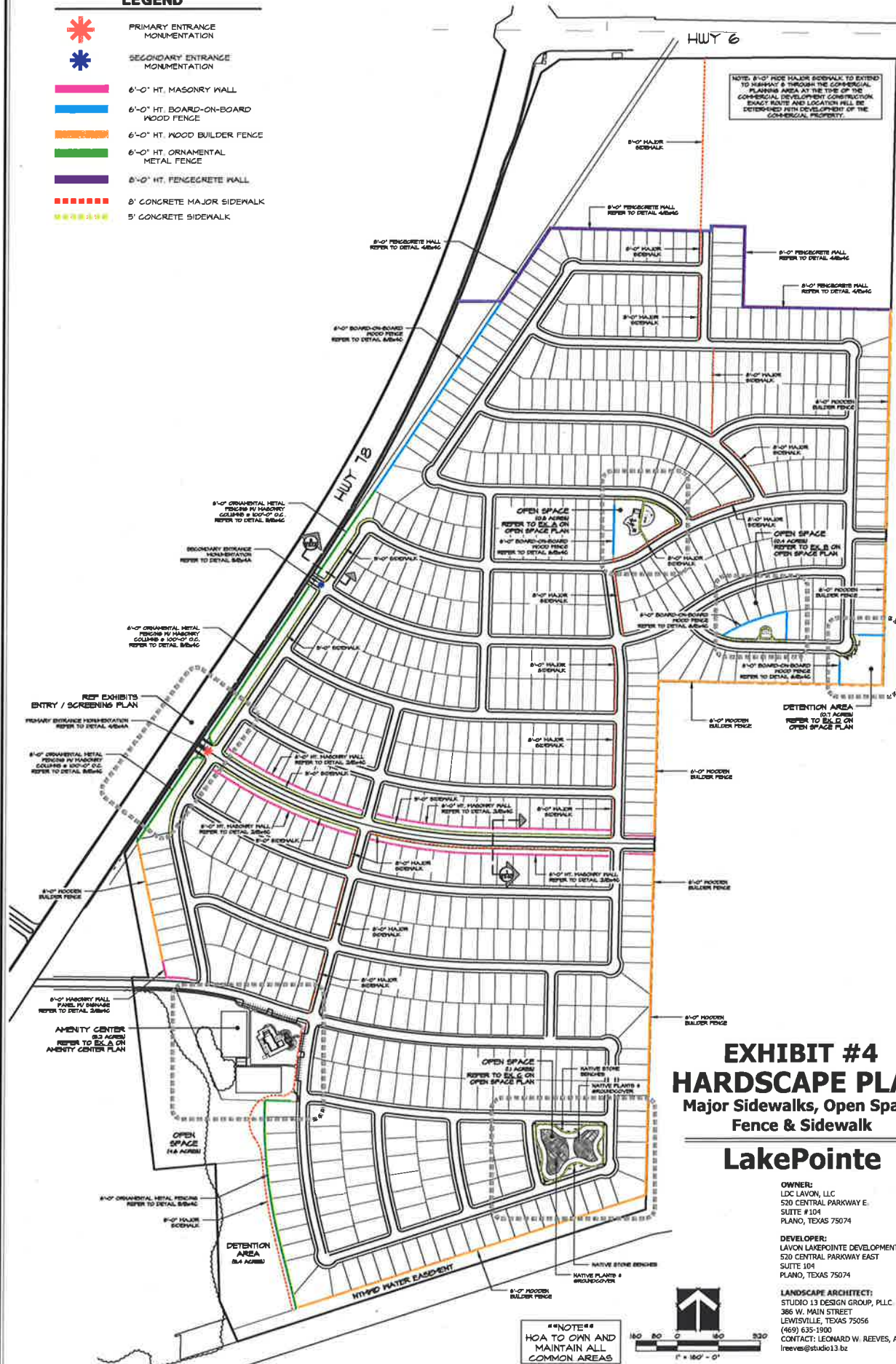
DEVELOPMENT DESIGN REGULATIONS & CONCEPT

HARDSCAPE PLAN

[SEE ATTACHED]

LEGEND

-  PRIMARY ENTRANCE MONUMENTATION
-  SECONDARY ENTRANCE MONUMENTATION
-  6'-0" HT. MASONRY WALL
-  6'-0" HT. BOARD-ON-BOARD WOOD FENCE
-  6'-0" HT. WOOD BUILDER FENCE
-  6'-0" HT. ORNAMENTAL METAL FENCE
-  6'-0" HT. FENCECRETE WALL
-  8' CONCRETE MAJOR SIDEWALK
-  5' CONCRETE SIDEWALK



**EXHIBIT #4
HARDSCAPE PLAN**
Major Sidewalks, Open Space,
Fence & Sidewalk
LakePointe

OWNER:
LDC LAVON, LLC
520 CENTRAL PARKWAY E.
SUITE #104
PLANO, TEXAS 75074

DEVELOPER:
LAVON LAKEPOINTE DEVELOPMENT, LLC
520 CENTRAL PARKWAY EAST
SUITE 104
PLANO, TEXAS 75074

LANDSCAPE ARCHITECT:
STUDIO 13 DESIGN GROUP, PLLC
386 W. MAIN STREET
LEWISVILLE, TEXAS 75056
(469) 535-1900
CONTACT: LEONARD W. REEVES, ASLA, RLA
lreeves@studio13.biz

NOTE
HOA TO OWN AND
MAINTAIN ALL
COMMON AREAS

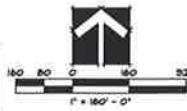


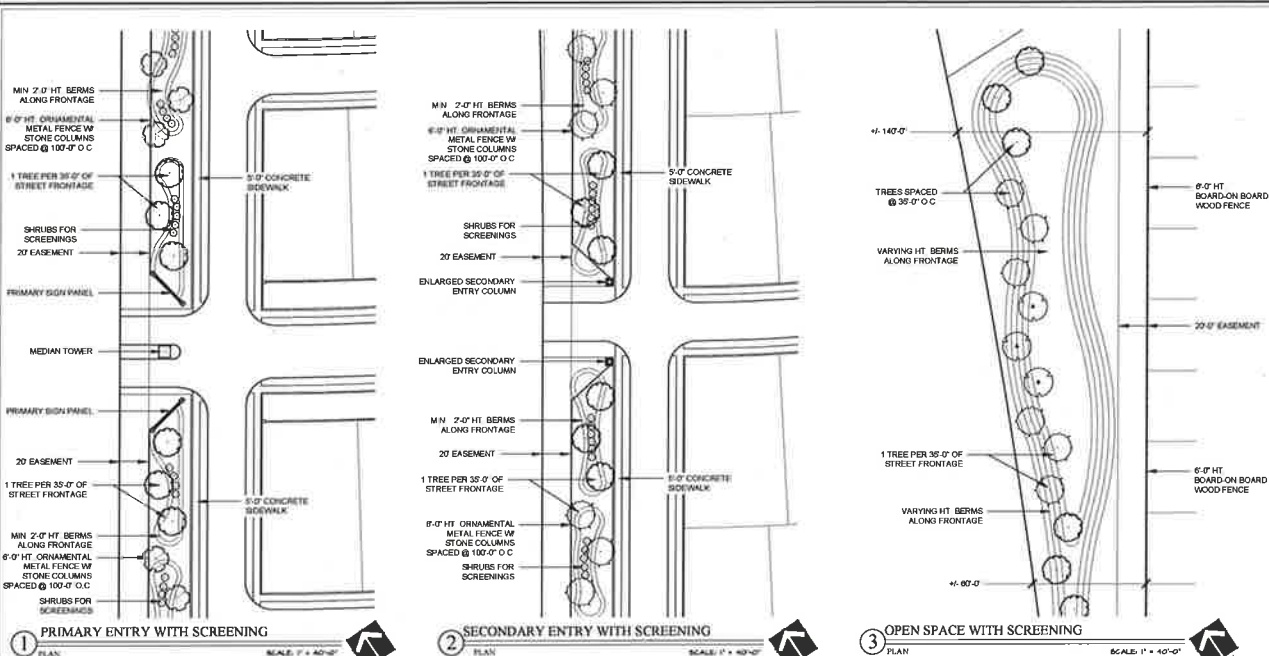
EXHIBIT 4A

TO

DEVELOPMENT DESIGN REGULATIONS & CONCEPT

ENTRY / SCREENING PLANS

[SEE ATTACHED]



NOTE: TREES TO BE PROVIDED AT A RATE OF 1 TREE PER 35' LINEAR FEET OF STREET FRONTAGE. TREES MAY BE CLUSTERED OR GROUPED IN A NATURAL MANNER.

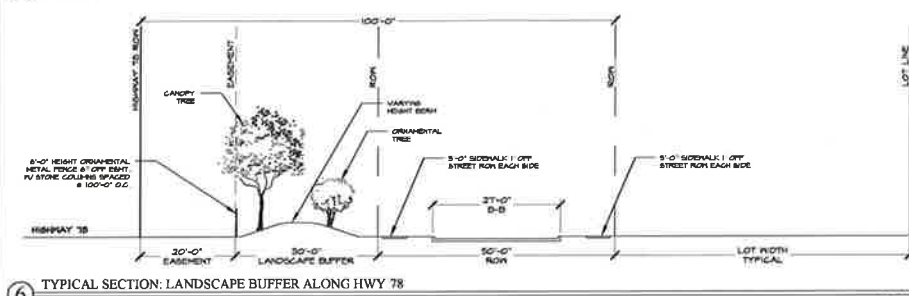
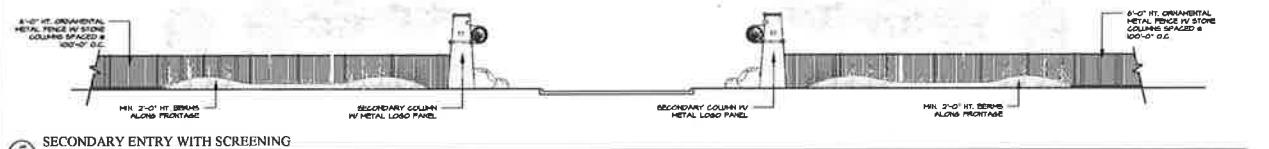
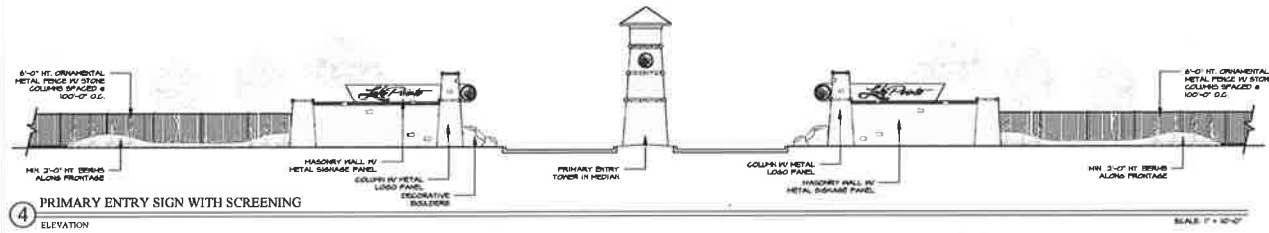


EXHIBIT #4A ENTRY / SCREENING PLANS LakePointe



EXAMPLE OF BERMS W/ METAL FENCE SCREENING



****NOTE****
 HOA TO OWN AND MAINTAIN ALL COMMON AREAS

OWNER:
 LDC LAVON, LLC
 520 CENTRAL PARKWAY E.
 SUITE #104
 PLANO, TEXAS 75074

DEVELOPER:
 LAVON LAKEPOINTE DEVELOPMENT, LLC
 520 CENTRAL PARKWAY EAST
 SUITE 104
 PLANO, TEXAS 75074

LANDSCAPE ARCHITECT:
 STUDIO 13 DESIGN GROUP, PLLC
 386 W. MAIN STREET
 LEWISVILLE, TEXAS 75056
 (469) 635-1500
 CONTACT: LEONARD W. REEVES, ASLA, RLA
 lreeves@studio13.biz

EXHIBIT 4B

TO

DEVELOPMENT DESIGN REGULATIONS & CONCEPT

OPEN SPACE / DETENTION PLANS

[SEE ATTACHED]



A OPEN SPACE - PLAY STRUCTURE

SCALE: 1" = 40'-0"



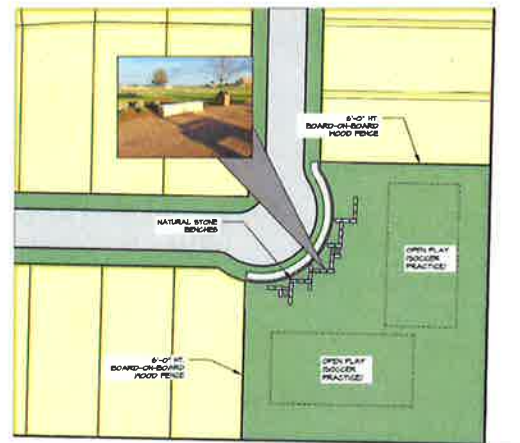
B OPEN SPACE

SCALE: 1" = 40'-0"



C NATURAL AREA - OPEN SPACE

SCALE: 1" = 40'-0"



D DETENTION - OPEN PLAY

SCALE: 1" = 40'-0"



LONCHITIS HALF GRASS



BLUE ICEBERG GRASS



SOUTHWESTERN BRITISHGRASS
NATIVE GRASSES



BLUE HILL FLOWER



BUTTERFLY BUSH



NATIVE PLANTINGS WITH COLOR

NOTE: TREES TO BE PROVIDED AT A RATE OF 1 TREE PER 50 LINEAR FEET OF STREET FRONTAGE. TREES MAY BE CLUSTERED OR GROUPED IN A NATURAL MANNER.

EXHIBIT #4B OPEN SPACE / DETENTION PLANS LakePointe

OWNER:
LDC LAVON, LLC
520 CENTRAL PARKWAY E.
SUITE #104
PLANO, TEXAS 75074

DEVELOPER:
LAVON LAKEPOINTE DEVELOPMENT, LLC
520 CENTRAL PARKWAY EAST
SUITE 104
PLANO, TEXAS 75074

LANDSCAPE ARCHITECT:
STUDIO 13 DESIGN GROUP, PLLC
386 W. MAIN STREET
LEWISVILLE, TEXAS 75056
(469) 625-1900
CONTACT: LEONARD W. REEVES, ASLA, RLA
lreeves@studio13.biz

NOTE
HOA TO OWN AND
MAINTAIN ALL
COMMON AREAS

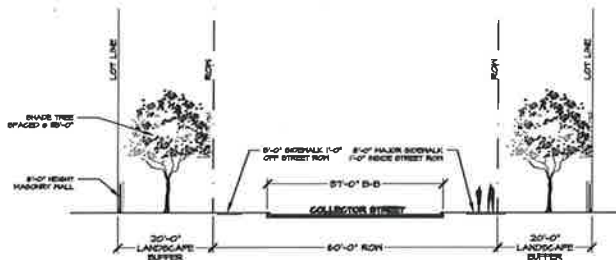
EXHIBIT 4C

TO

DEVELOPMENT DESIGN REGULATIONS & CONCEPT

SCREENING / BUFFER PLAN

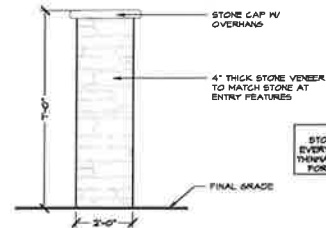
[SEE ATTACHED]



1 TYPICAL SECTION: LANDSCAPE BUFFER ALONG COLLECTOR STREET

SCALE: NTS

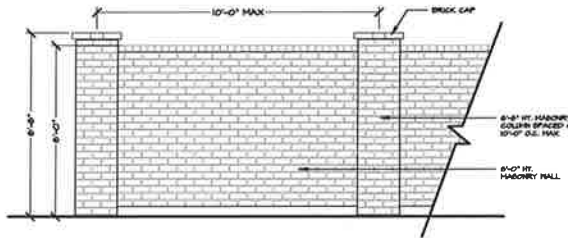
NOTE: TREES TO BE PROVIDED AT A RATE OF 1 TREE PER 30' LINEAR FEET OF STREET FRONTAGE. TREES MAY BE CLUSTERED OR GROUPED IN A NATURAL MANNER.



2 TYPICAL ELEVATION: 7'-0" HT. STONE COLUMN

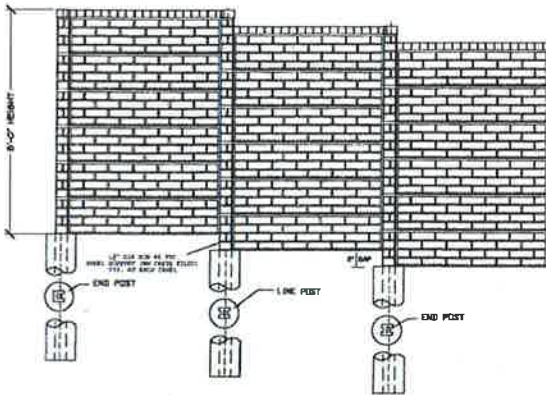
NOTE: STONE COLUMNS TO BE SPACED AT EVERY OTHER LOT CORNER FOR BRICK THINWALL SECTIONS AND AT 100'-0" O.C. FOR ORNAMENTAL METAL SECTIONS

SCALE: 1/2" = 1'-0"



3 TYPICAL ELEVATION: 6'-0" HT. MASONRY WALL

SCALE: 1/2" = 1'-0"

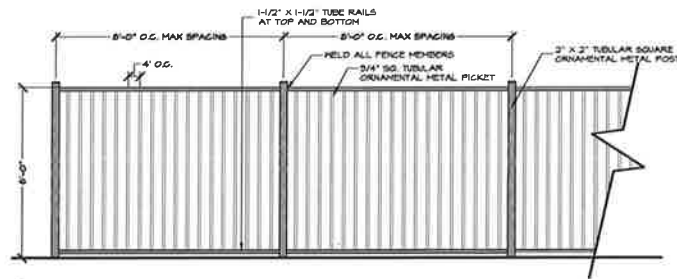


4 TYPICAL ELEVATION: 8'-0" HT. FENCECRETE WALL

SCALE: NTA

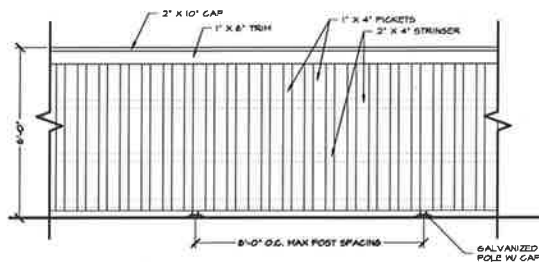


EXAMPLE OF CONCRETE MAJOR SIDEWALK WITHIN LANDSCAPE BUFFER



5 TYPICAL ELEVATION: 6'-0" HT. ORNAMENTAL METAL FENCE

SCALE: 1/2" = 1'-0"



6 TYPICAL ELEVATION & SECTION: 6'-0" HT. BOARD-ON-BOARD WOOD FENCE

SCALE: 1/2" = 1'-0"

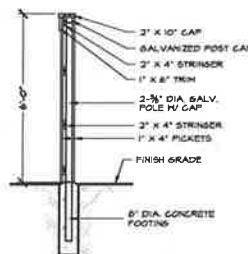


EXHIBIT #4C SCREENING / BUFFER PLAN LakePointe

OWNER:
LDC LAVON, LLC
520 CENTRAL PARKWAY E.
SUITE #104
PLANO, TEXAS 75074

DEVELOPER:
LAVON LAKEPOINTE DEVELOPMENT, LLC
520 CENTRAL PARKWAY EAST
SUITE 104
PLANO, TEXAS 75074

LANDSCAPE ARCHITECT:
STUDIO J3 DESIGN GROUP, PLLC
386 W. MAIN STREET
LEWISVILLE, TEXAS 75056
(469) 635-1900
CONTACT: LEONARD W. REEVES, ASLA, RLA
lreeves@studioj3.biz

NOTE:
HOA TO OWN AND
MAINTAIN ALL
COMMON AREAS

EXHIBIT 4D

TO

DEVELOPMENT DESIGN REGULATIONS & CONCEPT

AMENITY CENTER

[SEE ATTACHED]



1 AMENITY CENTER LAYOUT CONCEPT



2 AMENITY CENTER - FRONT ELEVATION



3 AMENITY CENTER - REAR ELEVATION



4 AMENITY CENTER - SIDE ELEVATION



5 AMENITY CENTER - SIDE ELEVATION

EXHIBIT #4D AMENITY CENTER LakePointe

OWNER:
LDE LAVON, LLC
520 CENTRAL PARKWAY E
SUITE #104
PLANO, TEXAS 75074

DEVELOPER:
LAVON LAKEPOINTE DEVELOPMENT, LLC
520 CENTRAL PARKWAY EAST
SUITE 104
PLANO, TEXAS 75074

LANDSCAPE ARCHITECT:
STUDIO 13 DESIGN GROUP, PLLC
385 W. MAIN STREET
LEWISVILLE, TEXAS 75056
(469) 635-1900
CONTACT: LEONARD W. REEVES, ASLA, RLA
lreeves@studio13.biz

NOTE
HOA TO OWN AND
MAINTAIN ALL
COMMON AREAS

EXHIBIT 5

TO

DEVELOPMENT DESIGN REGULATIONS & CONCEPT

RESIDENTIAL PLANNING AREA SPECIFICATIONS

TABLE 1

<u>Description</u>	<u>50' Lots</u>	<u>60' Lots</u>		
Minimum Lot Width on standard lots ¹	50'	60'		
Minimum Lot Width on Lots at the terminus of a cul-de-sac or along street elbows/eyebrows ²	45'	55'		
Minimum Lot Depth	110'	110'		
Minimum Lot Area	6,000 SF	7,200 SF		
Minimum Front Yard Setback	20'	20'		
Minimum Side Yard Setback	5'	5'		
Minimum Side Yard Setback (adjacent to a street)	10'	10'		
Minimum Rear Yard Setback	10'	10'		
Minimum Length of Driveway	20'	20'		
Maximum Roof Height	36'	36'		
Minimum Area/Dwelling Unit (SF)	1,300	1,500		

¹ As measured at the building line.

² As measured along the arc of the front building line.

EXHIBIT 6

TO

DEVELOPMENT DESIGN REGULATIONS & CONCEPT

RESIDENTIAL PLANNING AREA BUILDING STANDARDS

1. Exterior Materials. Exterior construction materials for residential structures (excluding accessory structures) shall consist of: brick, stone, synthetic stone, stucco, decorative pattern cementitious fiberboard, and cementitious fiberboard siding, excluding windows, doors, and other normal openings, fascia, and architectural details (cornices, exposed beams, guardrails, handrails, dormers, etc.). Brick, stone, synthetic stone, and stucco shall be defined herein as "Masonry Materials".

- (a) The front elevation shall consist of 100% Masonry Materials, with the exception that up to 25% of the front elevation may include decorative pattern cementitious fiberboard.
- (b) The side elevations shall consist of no less than 75% Masonry Materials.
- (c) The rear elevation shall consist of no less than 50% Masonry Materials.
- (d) See Exhibit 6A for examples of decorative pattern cementitious fiberboard.
- (e) Cementitious fiberboard siding is classified as siding that overlaps horizontally, with no vertical overlapping of the material.

2. Chimneys. Construction materials for a chimney built on an exterior wall shall consist of 100% Masonry Material. Construction materials for all other chimneys shall consist of cementitious fiberboard.

3. Roofs. A minimum of a 6:12 roof pitch is required on all structures with the exception of garages, patios and porches, which shall have a minimum of a 4:12 roof pitch. Roofs shall be constructed of composition shingles, tile, slate or metal. A variance to this Concept may be requested in accordance with the Zoning Ordinance for a conditional use permit for roof pitches less than 6:12. Additionally, gutters shall be placed on all main roof edges.

4. Garage Orientation. Garages may be front, side or rear facing.

5. Exterior Architectural Features: All single-family detached dwellings shall utilize the following:

- "Upgraded" garage doors. Upgraded garage doors shall include one or more of the following: accent hardware, windows, wood or wood-like texture, or other architectural features. See Exhibit 6B for examples of upgraded garage doors.
- Two or more offsets in the front facade of at least 12" depth
- Air conditioning equipment screened by a fence or landscaping

Additionally, all single-family detached dwellings shall utilize at least two (2) of the following design Exterior Architectural Features to provide visual relief along the front of the residence or side of the residence facing a street:

- Front elevation comprised of 100% brick and/or stone

- Multiple 8' garage doors in lieu of a single garage door
- Side or Rear entry garages on a corner lot
- Eyebrow or arched front windows
- Cast stone accents on the front elevation
- Covered front porches of a minimum of 50 square feet
- Front porch railings of either wood or wrought iron
- Front door with at least 20% area covered with decorative glass or wrought iron
- Gables facing the public street
- Metal roof accents. See **Exhibit 6C** for examples of metal roof accents.
- Recessed entryway, a minimum of three (3') feet deep
- Variable roof pitch with one of the pitches greater than 6:12
- Wooden or synthetic shutters on the front elevation or on any side elevation facing a street. A minimum of six shutters facing the respective street are required to satisfy this Exterior Architectural Feature. No plastic shutters are permitted.



FIGURE 6A.1



FIGURE 6A.3



FIGURE 6A.2



FIGURE 6A.4

****NOTE****
 IMAGE PROVIDED ARE EXAMPLES
 ONLY AND THE HOMES WILL ADHERE
 TO THE EXTERIOR MATERIAL
 REQUIREMENTS ON EXHIBIT 6

EXHIBIT #6A
SIDING EXAMPLES
LakePointe

OWNER:
 LDC LAVON, LLC
 520 CENTRAL PARKWAY E.
 SUITE #104
 PLANO, TEXAS 75074

DEVELOPER:
 LAVON LAKEPOINTE DEVELOPMENT, LLC
 520 CENTRAL PARKWAY EAST
 SUITE 104
 PLANO, TEXAS 75074

LANDSCAPE ARCHITECT:
 STUDIO 13 DESIGN GROUP, PLLC
 386 W. MAIN STREET
 LEWISVILLE, TEXAS 75056
 (469) 635-1900
 CONTACT: LEONARD W. REEVES, ASLA, RLA
 lreeves@studio13.biz



FIGURE 6B.1



FIGURE 6B.4



FIGURE 6B.2



FIGURE 6B.5



FIGURE 6B.3

****NOTE****
 IMAGE PROVIDED ARE EXAMPLES
 ONLY AND THE HOMES WILL ADHERE
 TO THE EXTERIOR MATERIAL
 REQUIREMENTS ON EXHIBIT 6

EXHIBIT #6B
UPGRADED GARAGE
DOOR EXAMPLES
LakePointe

OWNER:
 LDC LAVON, LLC
 520 CENTRAL PARKWAY E,
 SUITE # 104
 PLANO, TEXAS 75074

DEVELOPER:
 LAVON LAKEPOINTE DEVELOPMENT, LLC
 520 CENTRAL PARKWAY EAST
 SUITE 104
 PLANO, TEXAS 75074

LANDSCAPE ARCHITECT:
 STUDIO 13 DESIGN GROUP, PLLC
 386 W. MAIN STREET
 LEVINSVILLE, TEXAS 75056
 (469) 635-1900
 CONTACT: LEONARD W. REEVES, ASLA, P.L.A.
 lreeves@studio13.biz



FIGURE 6C.1



FIGURE 6C.3



FIGURE 6C.2



FIGURE 6C.4

****NOTE****
 IMAGE PROVIDED ARE EXAMPLES
 ONLY AND THE HOMES WILL ADHERE
 TO THE EXTERIOR MATERIAL
 REQUIREMENTS ON EXHIBIT 6

EXHIBIT #6C **ROOFING EXAMPLES** **LakePointe**

OWNER:
 LDC LAVON, LLC
 520 CENTRAL PARKWAY E.
 SUITE #104
 PLANO, TEXAS 75074

DEVELOPER:
 LAVON LAKEPOINTE DEVELOPMENT, LLC
 520 CENTRAL PARKWAY EAST
 SUITE 104
 PLANO, TEXAS 75074

LANDSCAPE ARCHITECT:
 STUDIO 13 DESIGN GROUP, PLLC
 386 W. MAIN STREET
 LEWISVILLE, TEXAS 75056
 (469) 635-1900
 CONTACT: LEONARD W. REEVES, ASLA, RLA
 lreeves@studio13.biz

EXHIBIT 7

TO

DEVELOPMENT DESIGN REGULATIONS & CONCEPT

APPROVED TREE SPECIES LIST

Canopy/Shade Trees:

Red Maple – *Acer rubrum*
Caddo Maple – *Acer saccharum* ‘Caddo’
Shantung Maple – *Acer truncatum*
Pecan – *Carya illinoensis*
Eastern Persimmon – *Diospyrus virginiana*
Texas Ash – *Fraxinus pennsylvanica*
Black Walnut – *Juglans nigra*
Eastern Red Cedar – *Juniperus virginiana*
Sweetgum – *Liquidambar styraciflua*
Southern Magnolia – *Magnolia grandiflora*
Chinese Pistache – *Pistachia chinensis*
Sycamore – *Platanus occidentalis*
Buckleys Oak – *Quercus buckleyi*
Bur Oak – *Quercus macrocarpa*
Chinquapin Oak – *Quercus muhlenbergii*
Shumard Oak – *Quercus shumardii*
Live Oak – *Quercus virginiana*
American Elm – *Ulmus americana*
Cedar Elm – *Ulmus Crassifolia*
Lacebark Elm – *Ulmus parvifolia*

Ornamental Trees:

Eastern Redbud – *Cercis canadensis*
Texas Redbud – *Cercis canadensis* var. *texensis*
Desert Willow – *Chilopsis linearis*
Chitalpa – *Chitalpa tashkentensis*
Flowering Dogwood – *Cornus florida*
American Smoketree – *Cotinus obovatus*
Arizona Cypress ‘Blue Ice’ – *Cupressus arizonica*
Possumhaw Holly – *Ilex decidua*
Yaupon Holly – *Ilex vomitoria*
Foster Holly – *Ilex x attenuate* ‘Fosteri’
Savannah Holly – *Ilex x attenuata* ‘Savannah’
Crape Myrtle – *Lagerstroemia indica*
‘Little Gem’ Magnolia – *Magnolia grandiflora*
‘Little Gem’
Wax Myrtle – *Myrica cerifera*
Afghan Pine – *Pinus eldarica*
Mexican Plum – *Prunus mexicana*
Lacey Oak – *Quercus laceyi*
Carolina Buckthorne – *Rhamnus caroliniana*
Flameleaf Sumac – *Rhus lanceolata*
Eve’s Necklace – *Sophora affinis*
Texas Sophora – *sophora secundiflora*
Mexican Buckeye – *Ungnadia speciosa*
Rusty Blackhaw – *Viburnum rufidilum*
Chaste Tree – *Vitex agnus-castus*



CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: March 5, 2019

ITEM: 6 – F

Item:

Conduct a public hearing that was opened on February 19, 2019 and continued to March 5, 2019 to consider testimony and act on a resolution creating the LakePointe Development (Lenart) Public Improvement District/PID in accordance with Chapter 372 of the Texas Local Government Code; being an approximately 173.037-acre tract of land situated in the Samuel M. Ranier Survey, Abstract No. 470 and generally located southeast of the intersection of SH 78 and FM 6 and predominately within the extraterritorial jurisdiction and/or corporate limits of City of Lavon, Texas.

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

Background:

Recent Activity

The City Council opened and continued the public hearing on February 19, 2019. The City's team of professional consultants are reviewing and working on necessary related documents.

General

Submission of a petition by property owners requesting the creation of a public improvement district ("PID") is the first step for creation of a PID. Attached is a schedule showing the steps for the creation of a PID and for the levy of assessments on property within the PID.

After the City Council determines that a valid petition has been filed, the City Council may adopt a resolution accepting the petition and calling a public hearing on the creation of the PID.

Notice of the public hearing must be published in a newspaper and mailed to each property owner in the proposed PID at least 15 days prior to the date of the public hearing.

The public hearing may be adjourned from time to time. After the conclusion of public hearing, the City Council has up to 6 months to adopt a resolution authorizing the creation of the PID. After adoption, the creation resolution must be published in a newspaper. The date of publication is the effective date of the creation of the PID.

Actual construction of the public improvements to be funded by the PID may not begin until after the 20th day following the effective date of the creation of the PID. Construction of the public improvements may not begin if during the 20-day period a written protest is signed by at least two-thirds of the owners of record of property within the PID or by the owners of record of property comprising at least two-thirds of the total area of the PID.

- Attachment:
- 1) Petition
 - 2) Location Exhibits
 - 3) Schedule of Events for the Creation of a Public Improvement District and Levy of Assessments
 - 4) Notice – published and posted on the website
 - 5) Resolution

March 1, 2019

**PETITION FOR THE CREATION OF A
PUBLIC IMPROVEMENT DISTRICT WITHIN
THE CITY OF LAVON, TEXAS,
FOR THE LAKEPOINTE DEVELOPMENT**

This petition (the "**Petition**") is submitted and filed with the City Secretary of the City of Lavon, Texas (the "**City**"), by LDC Lavon, LLC, a Texas limited liability company, and Lavon LakePointe Development, LLC, a Texas limited partnership (collectively, the "**Owner**"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "**Act**"), requesting that the City create a public improvement district (the "**District**") to include property owned by the Owner and located within the corporate limits of the City (the "**Property**"), more particularly described in **Exhibit A** and depicted in **Exhibit B**. In support of this Petition, the Owner would present the following:

1. General Nature of the Authorized Improvements. The purposes of the District include the design, acquisition, and construction of public improvement projects authorized by the Act that are necessary for development of the Property, which public improvements will include water and wastewater system improvements, drainage improvements, street, roadway and sidewalk improvements, including related drainage, utility relocation, signalization, landscaping, lighting and signage, right-of-way acquisition, utility easement acquisition, projects similar to those listed above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; payment of costs associated with operating and maintaining the public improvements listed above; payment of costs associated with developing and financing the public improvements listed above; and costs of establishing, administering, and operating the District (collectively, the "**Authorized Improvements**"). These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property.

2. Estimated Cost of the Authorized Improvements. The Owner estimates that the cost to design, acquire, and construct the Authorized Improvements is \$25,000,000.

3. Boundaries of the Proposed District. The District is proposed to include the Property.

4. Proposed Method of Assessment. The City shall levy an assessment on each residential lot within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may be paid in full at any time (including accrued and unpaid interest) or may be paid in annual installments (including interest). The assessments must be paid in amounts necessary to meet annual costs for the Authorized Improvements and must continue for a period necessary to retire the indebtedness on the Authorized Improvements.

5. Proposed Apportionment of Cost between the District and the City. The City shall not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from the proceeds of bonds to be issued by the District and from other sources of funds, if any, available to the Owner, which bonds will be repaid from the assessments.

6. Management of the District. The Owner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

7. Owner Requests Establishment of the District. The person signing this Petition requests the establishment of the District.

8. Advisory Board. The Owner proposes that the District be established and managed without the creation of any advisory body.

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City in support of the creation of the District by the City Council as herein provided. The undersigned requests that the City Council grant its consent as above stated.

RESPECTFULLY SUBMITTED, on this the 9th day of January, 2019.

LDC LAVON, LLC,
a Texas limited liability company

By: 
Steven H. Lenart, Manager

LAVON LAKEPOINTE DEVELOPMENT, LLC,
a Texas limited liability company

By: 
Steven H. Lenart, Manager

EXHIBIT A

METES AND BOUNDS DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

BEING a tract of land situated in the Samuel M. Ranier Survey, Abstract Number 470, in the City of Lavon, Collin County, Texas, being part of a tract of land described in a deed to Meredith M. Roark and Margaret M. Arnold, recorded in Document No. 2010526000533270, in the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at the southeast corner of said Roark and Arnold tract, being the southwest corner of a called 140.22 acre tract of land described in a deed to Petro Hunt, LLC, as recorded in Document No. 20070208000186500, in said Deed Records, also being in the north line of a tract of land described in a deed to Northeast Texas Rural Rail Transportation District, recorded in Volume 5585, Page 2680, in said Deed Records;

THENCE South 72 degrees 03 minutes 07 seconds West, with the south line of said Roark and Arnold tract and the north line of said Northeast Texas Rural Rail Transportation District tract, a distance of 1,656.82 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the southwest corner of said Roark and Arnold tract, being southeast corner of a 0.478 acre tract of land described in a deed to North Texas Municipal Water District, recorded in Document No. 20121116001469900, in said Deed Records;

THENCE North 23 degrees 30 minutes 56 seconds West, departing the north line of said Northeast Texas Rural Rail Transportation District tract, with the west line of said Roark and Arnold tract, and with the east lines of said 0.478 acre tract and a called 0.91 acre tract described in a deed to Mary Evans, recorded in Document No. 200804070014460, in said Deed Records, a distance of 173.19 feet to a 1/2-inch iron rod found;

THENCE North 01 degree 53 minutes 11 seconds West, continuing with the west line of said Roark and Arnold tract, and with the east lines of said 0.91 acre tract and a called 2.062 acre tract of land described in a deed to Connie S. Miller, recorded in Volume 4001, Page 947, in said Deed Records, a distance of 530.40 feet to a 1/2-inch iron rod found at the northeast corner of said 2.062 acre tract;

THENCE South 84 degrees 43 minutes 14 seconds West, continuing with the west line of said Roark and Arnold tract and with the north line of said 2.062 acre tract, a distance of 236.18 feet to a 1/2-inch iron rod found at the northwest corner of said 2.062 acre tract, being in the east line of a tract of land described as Tract Two in a deed to 78 Straddle, LP, recorded in Volume 5571, Page 3351, in said Deed Records, also being the approximate center of Bois D'Arc Lane (no recording information found);

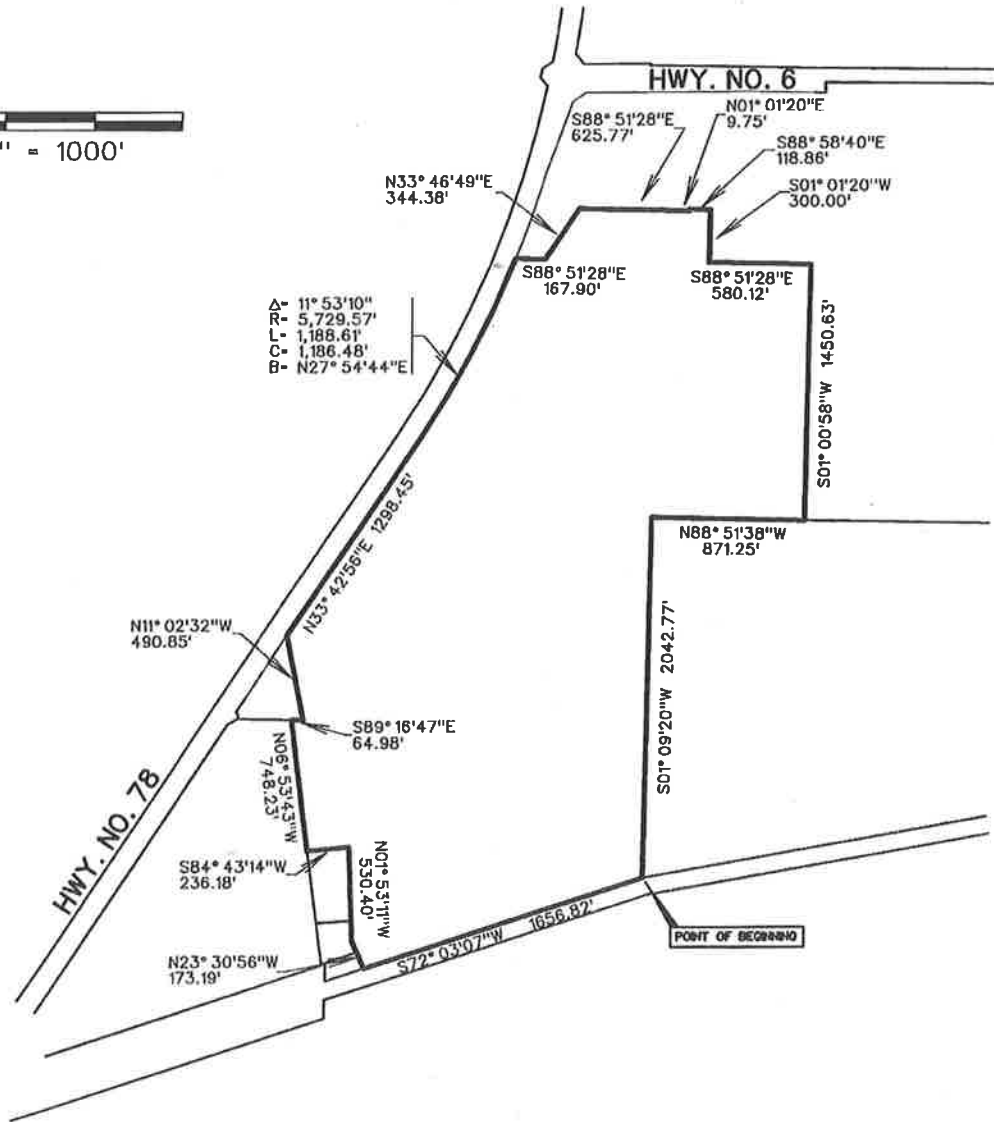
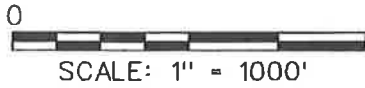
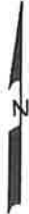
THENCE North 06 degrees 53 minutes 43 seconds West, continuing with the west line of said Roark and Arnold tract, with the east lines of said Tract Two and a tract of land described as Tract No. 2 in a deed to DPB Investments, LP, recorded in Document No. 20110606000576510, in said Deed Records, and along said Bois D'Arc Lane, a distance of 748.23 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the northeast corner of said Tract No. 2, being in the south line of a called 2.25 acre tract of land described in a deed to MJKMart, LLC, recorded in Document No. 20120906001115340, in said Deed Records;

THENCE South 89 degrees 16 minutes 47 seconds East, continuing with the west line of said Roark and Arnold tract and with the south line of said 2.25 acre tract, a distance of 64.98 feet to a 1/2-inch iron rod found at the southeast corner of said 2.25 acre tract;

THENCE North 11 degrees 02 minutes 32 seconds West, continuing with the west line of said Roark and Arnold tract and with the east line of said 2.25 acre tract, a distance of 490.85 feet to a

1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the north corner of said 2.25 acre tract, being in the east line of State Highway 78 (variable width right-of-way);
THENCE North 33 degrees 42 minutes 56 seconds East, continuing with the west line of said Roark and Arnold tract and with the east line of said State Highway 78, a distance of 1,298.45 feet to a 5/8-inch iron rod with TxDOT Aluminum cap found on a non-tangent curve to the left, having a radius of 5,729.57 feet and a central angle of 11 degrees 53 minutes 10 seconds;
THENCE continuing with the west line of said Roark and Arnold tract and the east line of said State Highway 78, and with said curve to the left, an arc distance of 1,188.61 feet (Chord Bearing North 27 degrees 54 minutes 44 seconds East – 1,186.48 feet);
THENCE, South 88 degrees 51 minutes 28 seconds East, departing said east and west lines, for a distance of 167.90 feet;
THENCE, North 33 degrees 46 minutes 49 seconds East, for a distance of 344.38 feet;
THENCE, South 88 degrees 51 minutes 28 seconds East, for a distance of 625.77 feet;
THENCE, North 01 degrees 01 minutes 20 seconds East, for a distance of 9.75 feet;
THENCE, South 88 degrees 58 minutes 40 seconds East, for a distance of 118.86 feet;
THENCE, South 01 degrees 01 minutes 20 seconds West, for a distance of 300.00 feet;
THENCE, South 88 degrees 51 minutes 28 seconds East, for a distance of 580.12 feet, in the east line of said Roark and Arnold tract, being in the west line of called 59.757 acre tract described in a deed to Petro Hunt LLC, records in Document No. 20070208000183240, in said Deed Records;
THENCE South 01 degree 00 minutes 58 seconds West, with the east line of said Roark and Arnold tract, and with the west line of said 59.757 acre tract, a distance of 1,450.63 feet to the southwest corner of said 59.757 acre tract, being in the north line of the aforementioned 140.22 acre tract;
THENCE North 88 degrees 51 minutes 38 seconds West, continuing with the east line of said Roark and Arnold tract and with the north line said 140.22 acre tract, a distance of 871.25 feet to a 1/2-inch iron rod found at the northwest corner of said 140.22 acre tract;
THENCE South 01 degree 09 minutes 20 seconds West, continuing with the east line of said Roark and Arnold tract and with the west line said 140.22 acre tract, a distance of 2,042.77 feet to the POINT OF BEGINNING and containing 173.037 acres of land.

EXHIBIT 'B'



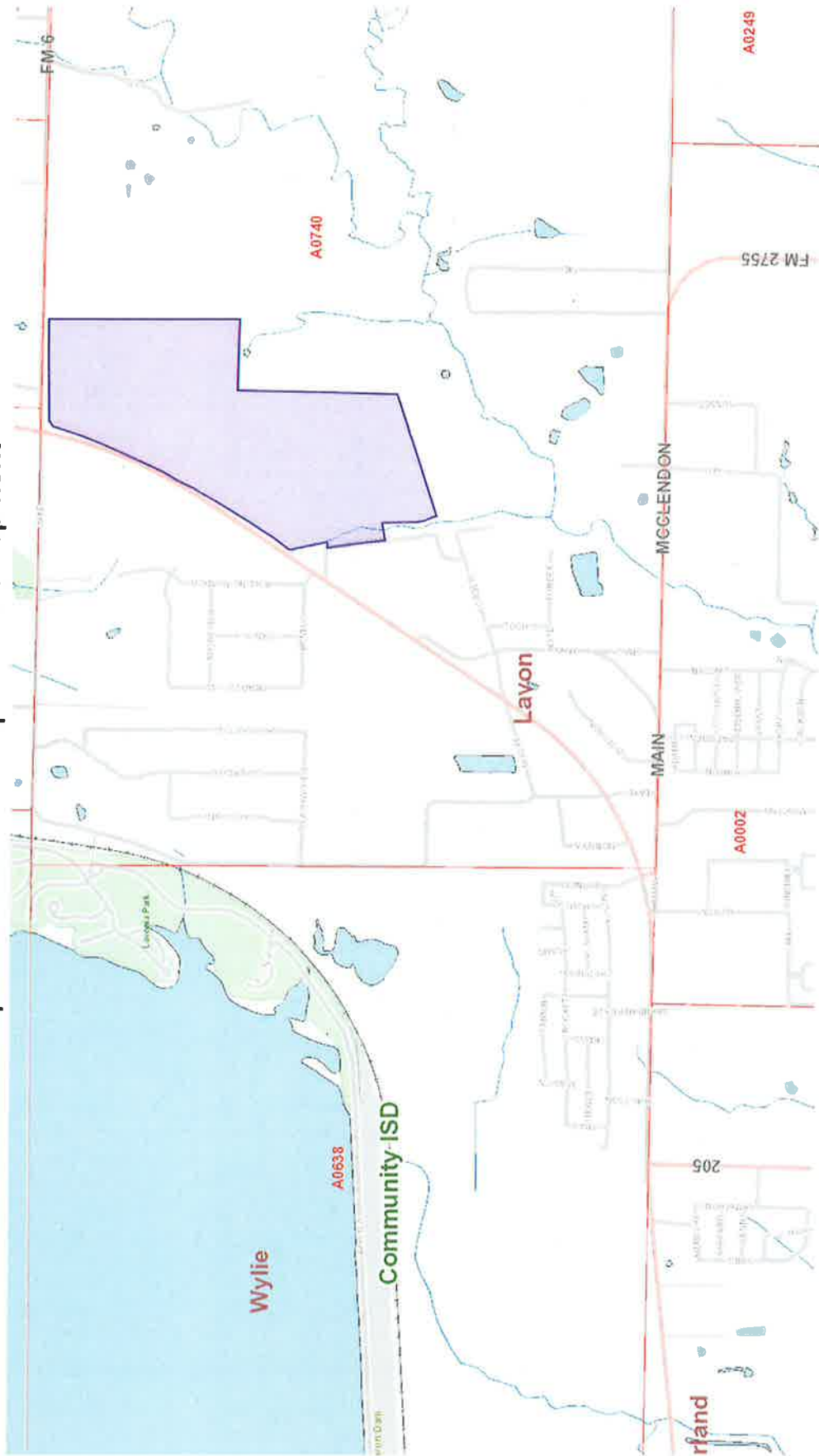
CORWIN ENGINEERING, INC.

200 W. Belmont, Suite E Allen, Texas 75013 (972) 396-1200
TBPLS*10031700

BOUNDARY EXHIBIT

LAKEPOINTE
CITY OF LAVON
COLLIN COUNTY, TEXAS

Proposed Lenart – Lakepointe Development



**Schedule of Events for the Creation of a Public Improvement District
and Levy of Assessments**
Chapter 372, Local Government Code (the "Act")

Creation:

1. Petition of Property Owners to create PID is filed with the City Secretary (petition may be initiated by City or property owners)
2. Verification by City Secretary that Petition meets requirements of the Act
3. City Council receives petition and calls public hearing
4. Notice of public hearing published (before the 15th day before the date of the hearing)
5. Notice of public hearing mailed to property owners (before the 15th day before the date of the hearing)
6. Public hearing on creation of PID⁽¹⁾
7. Resolution creating PID⁽¹⁾
8. Publication of Resolution (in its entirety) (20 day, from date of publication, referendum period before construction of PID funded improvements may begin)

Assessment:

9. Appraisal of benefits
10. Preparation of proposed assessment roll
11. Proposed assessment roll approved by City Council and filed with City Secretary
12. City Council calls public hearing on assessment roll⁽¹⁾
13. Notice of public hearing published (before the 10th day before the date of the hearing)
14. Notice of public hearing mailed to property owners by City Secretary upon filing of proposed assessment roll (before the 10th day before the date of the hearing)
15. Public hearing on proposed assessment roll⁽²⁾
16. Ordinance levying assessments⁽²⁾
17. Assessment ordinance filed in County real property records

(1) May be scheduled and occur at the same meeting.

(2) May be scheduled and occur at the same meeting.

**CITY OF LAVON, TEXAS
NOTICE OF PUBLIC HEARING REGARDING
THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT**

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended, notice is hereby given that the City Council of the City of Lavon, Texas (“Lavon”), will hold a public hearing to accept public comments and discuss the petition (the “Petition”), filed by LDC Lavon, LLC, a Texas limited liability company, and Lavon LakePointe Development, LLC, (collectively, the “Petitioners”), requesting that Lavon create the LakePointe Public Improvement District (the “District”) to include property owned by the Petitioners.

Time and Place of the Hearing. The public hearing will start at or after 7:00 p.m. on February 19, 2019 at Lavon City Hall, 120 School Road, Lavon, Texas 75166.

General Nature of the Proposed Authorized Improvements. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code, as amended (the “Act”), that are necessary for the development of the property within the District, which public improvements may include: water and wastewater system improvements, drainage improvements, street, roadway and sidewalk improvements, including related drainage, utility relocation, signalization, landscaping, lighting and signage, right-of-way acquisition, utility easement acquisition, projects similar to those listed above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; payment of costs associated with operating and maintaining the public improvements listed above; payment of costs associated with developing and financing the public improvements listed above; and costs of establishing, administering, and operating the District (the “Authorized Improvements”).

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is \$25,000,000.00.

Proposed District Boundaries. The District is proposed to include approximately ±173.037 acres of land situated in the Samuel M. Ranier Survey, Abstract No. 470, Collin County, State of Texas, and generally located east of SH 78, south of FM 6 and north/northeast of Bois D’arc Road, and as more particularly described by a metes and bounds description available at Lavon City Hall located at 120 School Road, Lavon, Texas 75166 and available for public inspection.

Proposed Method of Assessment. Lavon shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and debt), and certain assessments may be paid in annual installments (including interest and debt). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness issued to finance or refinance those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and Lavon. Lavon will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District property. The Petitioners may also pay certain costs of the improvements from other funds available to it as developer of the District.

CITY OF LAVON, TEXAS
RESOLUTION NO. _____

A RESOLUTION REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT AND ORDERING PUBLIC IMPROVEMENTS TO BE MADE FOR THE BENEFIT OF SUCH DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT.

WHEREAS, the City of Lavon, Texas (the "City") is authorized by Chapter 372, Texas Local Government Code, as amended (the "Act") to create a public improvement district and to levy special assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within the district;

WHEREAS, on or before January 14, 2019, there was submitted to and filed with the City Secretary of the City pursuant to the Act that certain "Petition for the Creation of a Public Improvement District Within the City of Lavon, Texas, for the Lakepointe Development" (the "Petition") requesting the establishment of a public improvement district covering approximately 173 acres described in the Petition and Exhibit B attached hereto, and to be known as "LakePointe Public Improvement District" (the "District");

WHEREAS, the City Council of the City (the "City Council") received the Petition and determined that it satisfied the requirements of the Act;

WHEREAS, after providing the notices required by the Act and by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended (the "Open Meetings Act"), the City Council conducted a public hearing on February 19, 2019, to determine the advisability of creating and establishing the District and undertaking the public improvement projects described in the Petition;

WHEREAS, all owners of property located within the public improvement district and all other interested persons were given the opportunity at such public hearing to speak for or against the creation of the District and the proposed public improvements; and

WHEREAS, the City Council has made findings based on the information contained in the petition presented to the City Council and the comments received at the public hearing. Now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS:

Section 1. The City Council hereby approves the statements contained in the preamble of this Resolution and finds that all statements are true and correct and incorporate the same in the body of this Resolution.

Section 2. The City Council, after considering the Petition and the evidence and testimony presented at the public hearing, hereby finds and determines that:

- (a) the Petition was filed with the City Secretary and was signed by owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current appraisal roll of the appraisal district in which the property is located, and by the record owners of real property liable for assessment under the proposal who: (i) constitute more than 50 percent of all record owners of property that is liable for assessment under this proposal; or (ii) owns taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal;
- (b) the proposed public improvements described in the Petition are of the nature of the public improvements described in Section 372.003 of the Act and are advisable and desirable improvements for the District;
- (c) the proposed public improvements will promote the interests of the City and are of the nature that will confer a special benefit on all property within the District by enhancing the value of such property located within the District;
- (d) the nature of the proposed improvements and estimated costs thereof are set forth and described in Exhibit A attached hereto and made a part hereof for all purposes;
- (e) the boundaries of the District include all of the property that is set forth and described in Exhibit B attached hereto and made a part hereof for all purposes;
- (f) the assessment of costs of the proposed public improvements will be levied on each parcel of property within the District in a manner that results in imposing equal shares of the costs on property similarly benefitted;
- (g) the costs of the improvements shall be apportioned between the District and City such that all such costs are paid from the assessments levied on the property within the District and other sources available to the owners and developers of the property within the District, as further described in Exhibit A;
- (h) the management of the District will be by the City with the assistance of a third-party administrator and other consultants hired by the City and paid as part of the annual administrative cost of the District; and
- (i) the District shall be managed without the creation of an advisory body.

Section 3. Based on the foregoing, LakePointe Public Improvement District is hereby created, and the public improvements described in Exhibit A are authorized to be made in accordance with the service and assessment plan to be approved by the City Council.

Section 4. After adoption of this resolution, the City Secretary is authorized and directed to cause a copy of this resolution to be published in a newspaper of general circulation within the City.

Section 5. If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional

by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

Section 6. The authorization of the District pursuant to this resolution shall take effect upon publication of this resolution as provided above.

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2019.

CITY OF LAVON, TEXAS

**VICKI SANSON
MAYOR**

ATTEST:

**KIM DOBBS
CITY ADMINISTRATOR**

EXHIBIT A

Proposed Improvements and Estimated Costs

The improvements include: water and wastewater system improvements, drainage improvements, street, roadway and sidewalk improvements, including related drainage, utility relocation, signalization, landscaping, lighting and signage, right-of-way acquisition, utility easement acquisition, projects similar to those listed above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; payment of costs associated with operating and maintaining the public improvements listed above; payment of costs associated with developing and financing the public improvements listed above; and costs of establishing, administering, and operating the District (the "Authorized Improvements").

The estimated total costs of the Authorized Improvements for the District are \$25,000,000. The estimated costs of the Authorized Improvements to be assessed against the property in the District are \$ _____, in addition to costs of operating and maintaining the Authorized Improvements, the issuance of bonds and establishing, administering and operating the District to be assessed against the property in the District. The City will pay none of the costs of the Authorized Improvements. The remaining costs of the proposed Authorized Improvements, if any, will be paid from sources other than the City or assessments of property owners.

EXHIBIT B

Boundaries

METES AND BOUNDS DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION - 173.037 Acres of Land

BEING a tract of land situated in the Samuel M. Ranier Survey, Abstract Number 470, in the City of Lavon, Collin County, Texas, being part of a tract of land described in a deed to Meredith M. Roark and Margaret M. Arnold, recorded in Document No. 2010526000533270, in the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at the southeast corner of said Roark and Arnold tract, being the southwest corner of a called 140.22 acre tract of land described in a deed to Petro Hunt, LLC, as recorded in Document No. 20070208000186500, in said Deed Records, also being in the north line of a tract of land described in a deed to Northeast Texas Rural Rail Transportation District, recorded in Volume 5585, Page 2680, in said Deed Records;

THENCE South 72 degrees 03 minutes 07 seconds West, with the south line of said Roark and Arnold tract and the north line of said Northeast Texas Rural Rail Transportation District tract, a distance of 1,656.82 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the southwest corner of said Roark and Arnold tract, being southeast corner of a 0.478 acre tract of land described in a deed to North Texas Municipal Water District, recorded in Document No. 20121116001469900, in said Deed Records;

THENCE North 23 degrees 30 minutes 56 seconds West, departing the north line of said Northeast Texas Rural Rail Transportation District tract, with the west line of said Roark and Arnold tract, and with the east lines of said 0.478 acre tract and a called 0.91 acre tract described in a deed to Mary Evans, recorded in Document No. 200804070014460, in said Deed Records, a distance of 173.19 feet to a 1/2-inch iron rod found;

THENCE North 01 degree 53 minutes 11 seconds West, continuing with the west line of said Roark and Arnold tract, and with the east lines of said 0.91 acre tract and a called 2.062 acre tract of land described in a deed to Connie S. Miller, recorded in Volume 4001, Page 947, in said Deed Records, a distance of 530.40 feet to a 1/2-inch iron rod found at the northeast corner of said 2.062 acre tract;

THENCE South 84 degrees 43 minutes 14 seconds West, continuing with the west line of said Roark and Arnold tract and with the north line of said 2.062 acre tract, a distance of 236.18 feet to a 1/2-inch iron rod found at the northwest corner of said 2.062 acre tract, being in the east line of a tract of land described as Tract Two in a deed to 78 Straddle, LP, recorded in Volume 5571, Page 3351, in said Deed Records, also being the approximate center of Bois D'Arc Lane (no recording information found);

THENCE North 06 degrees 53 minutes 43 seconds West, continuing with the west line of said Roark and Arnold tract, with the east lines of said Tract Two and a tract of land described as Tract No. 2 in a deed to DPB Investments, LP, recorded in Document No. 20110606000576510, in said Deed Records, and along said Bois D'Arc Lane, a distance of 748.23 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the northeast corner of said Tract No. 2, being in the south line of a called 2.25 acre tract of land described in a deed to MJKMart, LLC, recorded in Document No. 20120906001115340, in said Deed Records;

THENCE South 89 degrees 16 minutes 47 seconds East, continuing with the west line of said Roark and Arnold tract and with the south line of said 2.25 acre tract, a distance of 64.98 feet to a 1/2-inch iron rod found at the southeast corner of said 2.25 acre tract;

THENCE North 11 degrees 02 minutes 32 seconds West, continuing with the west line of said Roark and Arnold tract and with the east line of said 2.25 acre tract, a distance of 490.85 feet to a 1/2-inch iron rod with red cap stamped "PJB SURVEYING" set at the north corner of said 2.25 acre tract, being in the east line of State Highway 78 (variable width right-of-way);

THENCE North 33 degrees 42 minutes 56 seconds East, continuing with the west line of said Roark and Arnold tract and with the east line of said State Highway 78, a distance of 1,298.45 feet to a 5/8-inch iron rod with TxDOT Aluminum cap found on a non-tangent curve to the left, having a radius of 5,729.57 feet and a central angle of 11 degrees 53 minutes 10 seconds;

THENCE continuing with the west line of said Roark and Arnold tract and the east line of said State Highway 78, and with said curve to the left, an arc distance of 1,188.61 feet (Chord Bearing North 27 degrees 54 minutes 44 seconds East – 1,186.48 feet);

THENCE, South 88 degrees 51 minutes 28 seconds East, departing said east and west lines, for a distance of 167.90 feet;

THENCE, North 33 degrees 46 minutes 49 seconds East, for a distance of 344.38 feet;

THENCE, South 88 degrees 51 minutes 28 seconds East, for a distance of 625.77 feet;

THENCE, North 01 degrees 01 minutes 20 seconds East, for a distance of 9.75 feet;

THENCE, South 88 degrees 58 minutes 40 seconds East, for a distance of 118.86 feet;

THENCE, South 01 degrees 01 minutes 20 seconds West, for a distance of 300.00 feet;

THENCE, South 88 degrees 51 minutes 28 seconds East, for a distance of 580.12 feet, in the east line of said Roark and Arnold tract, being in the west line of called 59.757 acre tract described in a deed to Petro Hunt LLC, records in Document No. 20070208000183240, in said Deed Records;

THENCE South 01 degree 00 minutes 58 seconds West, with the east line of said Roark and Arnold tract, and with the west line of said 59.757 acre tract, a distance of 1,450.63 feet to the southwest corner of said 59.757 acre tract, being in the north line of the aforementioned 140.22 acre tract;

THENCE North 88 degrees 51 minutes 38 seconds West, continuing with the east line of said Roark and Arnold tract and with the north line said 140.22 acre tract, a distance of 871.25 feet to a 1/2-inch iron rod found at the northwest corner of said 140.22 acre tract;

THENCE South 01 degree 09 minutes 20 seconds West, continuing with the east line of said Roark and Arnold tract and with the west line said 140.22 acre tract, a distance of 2,042.77 feet to the POINT OF BEGINNING and containing 173.037 acres of land.