



**AGENDA**  
**APRIL 2, 2019**  
**LAVON CITY COUNCIL**  
**REGULAR MEETING – EXECUTIVE SESSION**  
**CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS**  
**7:00 PM**

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

**2. PLEDGE OF ALLEGIANCE AND INVOCATION**

**3. PRESENTATIONS**

- A. Proclamation – National 9-1-1 Education Month
- B. Presentation – Fire Chief Jon Scott, Lavon Volunteer Fire Department

**4. CITIZENS COMMENTS**

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

**5. ITEMS OF INTEREST/COMMUNICATIONS**

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

**6. CONSENT AGENDA**

*Consent items are considered 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 March 19, 2019 meeting.

**7. ITEMS FOR CONSIDERATION**

- A. Discussion and action a Resolution No. **2019-04-01** regarding a proposal for and authorizing the Mayor to execute a letter agreement with Integra Realty Resources – DFW for valuation and consulting services for the LakePointe Development.
- B. Discussion and action regarding Resolution No. **2019-04-02** authorizing the Mayor to execute a professional services agreement with Lakes Engineering, Inc. for professional engineering, construction engineering, inspection and project management services.
- C. Discussion and action regarding Resolution No. **2019-04-03** declaring various public works property and/or equipment to be surplus property and authorizing the disposition of same in a manner which is beneficial to the city.
- D. Discussion and action regarding the Public Utility Commission of Texas inquiry relating to the 2019 consumer price index (CPI) adjustment to municipal telecommunications right-of-way access lines rates.
- E. Discussion regarding the renewal of a building lease agreement with the Lavon Economic Development Corporation.

**8. WORK SESSION**

Discussion regarding thoroughfare planning.

**9. EXECUTIVE SESSION**

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

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

- 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) Abston Hills 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).

**10. RECONVENE FROM EXECUTIVE SESSION**

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

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

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

- April 16, 2019

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

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

This is to certify that this Agenda was duly posted at City Hall and on the City's website at [www.cityoflavon.com](http://www.cityoflavon.com) on or before 6:00 PM on March 29, 2019.



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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

# *Breakfast with the Bunny*

City of Lavon Spring fling

Saturday April 20

120 School Rd.- City Hall Park

9:30am-11am



**Free  
breakfast tacos,  
egg hunts,  
bounce house &  
face painting**

**Bring your  
camera for  
photos with  
the bunny**

Bounce House provided by  
Lavon Area Chamber of Commerce



Saturday, April 27, 2019 8am-5pm at Lavon City Hall 120 School Rd.

**8am-Noon** Household Hazardous Waste and Electronics (Details Below)

**8am-5pm** Bulk Items (Furniture, Yard Waste, Construction Material)

Xtreme Green is a service for Lavon residents only, defined as those who live in the Lavon city limits and pay City of Lavon garbage service. Residents are asked to present their most recent City of Lavon utility bill (trash/sewer), to staff at the event, along with a valid driver's license or government-issue ID.

**Household Hazardous Waste and Electronics drop off will be on Saturday April 27 from 8am-Noon:**

- Household Hazardous Waste
- Electronics
- Household Metal Appliances
- Automotive Tires
- Document Shredding

**Household Hazardous Waste:**

Aerosols	RCRA Empty	Cylinders	Corrosive (acids)	Pesticides	Herbicides
Oxidizers	Flammables	Organic Compounds		Paint	Lighting Ballast
Gasoline	Batteries				

**Electronics:**

Computers	Routers	Mainframe Computers	Laptops
Cable TV Boxes	Flatbed Scanner	Media Storage Devices	CD Rom Drives
Computer disk drives	Telephones	Satellite TV transmitting device	Printers TV (all kinds)

**Household Metal:**

Refrigerators, Freezer, Washers, Dryers, Microwaves, Stove/Oven

**Automotive:**

Tires, Oil, Gasoline, Antifreeze

**General Garbage, Bulk Garbage and Brush:**

Containers for large items not normally collected in routine garbage services will be available.



# **PROCLAMATION CITY OF LAVON, TEXAS**

## **National 9-1-1 Education Month**

**WHEREAS**, 9-1-1 is nationally recognized as the number to call in an emergency to receive immediate help from police, fire, emergency medical services, or other appropriate emergency response entities; and

**WHEREAS**, 9-1-1 was designated by Congress as the national emergency call number by law; and

**WHEREAS**, people of all ages use 9-1-1, and it is critical to educate the public of all ages on the proper use of 9-1-1; and

**WHEREAS**, a growing segment of the population, including the deaf, hard of hearing, blind, and individuals with speech disabilities increasingly communicate with nontraditional communications services and anticipate that these services will be able to connect directly to 9-1-1; and

**WHEREAS**, thousands of 9-1-1 calls are made every year by children properly trained on the use of 9-1-1, resulting in lives saved which underscores the critical importance of training children early in life about 9-1-1; and

**WHEREAS**, there is widespread misuse of the 9-1-1 system, including non-emergency calls, which can result in costly and inefficient use of 9-1-1 and emergency response resources.

**NOW, therefore, I**, Vicki Sanson, Mayor of the City of Lavon, do hereby proclaim April 2019 as National 9-1-1 Education Month and call upon all residents, parents, teachers, school administrators, caregivers, church and businesses leaders to observe this month with training, events, and activities to educate the public on 9-1-1 and its services.

Dated this 2<sup>nd</sup> day of April, 2019.

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Vicki Sanson  
Mayor



## **National 9-1-1 Education Month Prepares Americans for Emergencies**

This April 1 - 30, national public safety organizations and the wireless industry will conduct outreach to the community to ensure the public is ready to access help during emergencies during National 9-1-1 Education Month.

The National 9-1-1 Education Coalition, an alliance of organizations committed to collecting and promoting 9-1-1 public education resources, has created a clearinghouse for free 9-1-1 public education materials, available now at [www.know911.org](http://www.know911.org). A variety of resources are available to support both the "9-1-1: The Number to Know" campaign and education themes including:

**Call If You Can, Text If You Can't:** Text-to-9-1-1 service is available in an increasing number of communities around the country. The service benefits individuals (or persons) who are deaf, hard-of hearing or in a situation where they cannot speak and make a voice call. However, a traditional voice call, if possible, is still the best way to reach emergency services.

**Know Your Location:** Wireless calls to 9-1-1 provide location information, but 9-1-1 call takers may need more specific information. Be prepared to provide detailed information on where you are so that help can get to you as quickly as possible.

**Stay Calm and Don't Hang Up:** Until you are instructed to do otherwise, stay on the line so you can provide any necessary information or assistance to the 9-1-1 call taker. Even if you accidentally call 9-1-1, don't hang up. Inform the call taker that you dialed accidentally and that there is no emergency.

"For nearly five decades, 9-1-1 has served as the vital link between the American public and emergency services. Public education and awareness initiatives have contributed in large measure to this incredible success," said Laurie Flaherty, Coordinator for the National 911 Program. "The resources available at [www.know911.org](http://www.know911.org) help educators, government officials, media representatives, and concerned citizens alike promote ongoing, age-appropriate 9-1-1 education that can save lives."

"You don't wake up in the morning thinking you are going to call 9-1-1. However, should you have to, it may be the most important call you ever make," shared Laurie. "That's what makes 9-1-1 Education Month so very important. In an emergency, seconds matter; being knowledgeable and prepared can make all the difference."

The vision of the National 9-1-1 Education Coalition is to save lives and improve emergency response by creating a national 9-1-1 education and awareness effort to ensure the appropriate and responsible use of 9-1-1 resources and embraces contemporary communications

opportunities. Its members include the Association of Public-Safety Communications Officials (APCO); CTIA®; the Industry Council for Emergency Response Technologies (iCERT), the NG9-1-1 Institute; the International Academies of Emergency Dispatch (IAED); the National Association of State 9-1-1 Administrators (NASNA); the National Emergency Number Association (NENA); and 9-1-1 For Kids.

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**MINUTES**  
**MARCH 19, 2019**  
**LAVON CITY COUNCIL**  
**REGULAR MEETING – EXECUTIVE SESSION**  
**CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS**  
**6:00 P.M.**

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ATTENDING: VICKI SANSON, MAYOR  
JOHN KELL, PLACE 1  
KAY WRIGHT, MAYOR PRO TEM, PLACE 3  
TED DILL, PLACE 4 (arrived at 6:18 P.M.)  
MINDI SERKLAND, PLACE 5  
ABSENT: MIKE COOK, PLACE 2

**1. MAYOR SANSON CALLED THE MEETING TO ORDER AT 6:00 P.M. AND ANNOUNCED A QUORUM PRESENT.**

**2. EXECUTIVE SESSION**

At 6:01p.m., in accordance with the Texas Government Code, Annotated, Subchapter 551, Mayor Sanson recessed the meeting to go into executive session (closed meeting) to discuss the following items.

- 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).
- c) Section 551.074 - Personnel matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee – Fire Chief

**3. RECONVENE FROM EXECUTIVE SESSION**

In accordance with Texas Government Code, Section 551.001, et seq., Mayor Sanson reconvened the meeting at 7:03 p.m. and stated that no action was taken in executive session.

**4. MAYOR SANSON LED THE RECITATION OF THE PLEDGE OF ALLEGIANCE AND MS. WRIGHT DELIVERED THE INVOCATION.**

**5. PRESENTATIONS**

- A. Mayor Sanson presented members of the Lavon Economic Development Corporation with a Certificate of Achievement for Economic Excellence awarded by the Texas Economic Development Council.
- B. Mayor Sanson presented a proclamation in honor of former United States Representative Ralph Hall for his outstanding contributions and dedicated service to our city and country. The Honorable Brett Hall, State District Judge for the 382<sup>nd</sup> District Court received the proclamation on behalf of the Hall family.

**6. CITIZENS COMMENTS**

Mindi Serkland thanked the members of the Lavon VFD and Police Department for their help after her home was struck by lightning during the recent storms.

**7. ITEMS OF INTEREST/COMMUNICATIONS**

- April 13, 2019 - LEDC Small Business Bazaar from 10am-3pm.
- April 20, 2019 - Spring Fling-Breakfast with the Bunny 9:30am-11am
- April 27, 2019 - X-treme Green Household Hazardous Waste Collection & Clean up 8am-5pm

## 8. CONSENT AGENDA

- A. Approve the minutes of the March 5, 2019 meeting.
- B. Approve Resolution No. 2019-03-02 authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.
- C. Accept the Heritage Public Improvement District #1 Assessment Report Summary dated 2/28/2019 and authorize the payment of invoices included therein.

### MOTION: APPROVE THE CONSENT AGENDA.

MOTION MADE: WRIGHT  
 SECONDED: SERKLAND  
 APPROVED: UNANIMOUS  
 Absent: COOK

## 9. ITEMS FOR CONSIDERATION

- A. Discussion and action regarding the confirmation of the appointment of Fire Chief.

Ms. Dobbs provided an update regarding the provision of fire inspection duties by the Collin County Fire Marshal pursuant to the interlocal agreement and regarding the process to hire a fire chief. Ms. Dobbs explained that the fire chief position had been advertised, applications screened and interviews conducted. Ms. Dobbs stated that from a highly qualified field of candidates, the interview panel selected Assistant Fire Chief Danny Anthony because of the combination of experience, support, professional education and long-term vision. Ms. Dobbs recognized Assistant Chief Anthony and explained he would begin his employment on April 1, 2019 subject to the City Council's confirmation.

### MOTION: CONFIRM THE APPOINTMENT OF DANNY ANTHONY AS FIRE CHIEF.

MOTION MADE: SERKLAND  
 SECONDED: KELL  
 APPROVED: UNANIMOUS  
 Absent: COOK

- B. Discussion and action regarding Resolution No. 2018-03-03 approving a development agreement with the owner/developer of the LakePointe Development (Lenart) project, which agreement anticipates, among other things, creation of a Public Improvement District under Chapter 372 of the Texas Local Government Code, establishment of land use development design regulations and providing terms for annexation; being an approximately 200-acre tract of land situated in the Samuel M. Rainer 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 Lavan, Texas.

Steve Lenart, Lenart Development Company LLC, detailed the changes to the design guidelines made in response to feedback and negotiations. Ms. Dobbs explained that the finalized Development Agreement will have the design regulations incorporated into the document. The Mayor acknowledged the work of the city's team of professionals consisting of the City Attorney, Public Improvement District and Service and Assessment Plan Consultant, Bond Counsel, Financial Advisor, City Engineer and City Administrator who worked through numerous issues to prepare a development agreement for the project. Ms. Dobbs suggested that the agreement was in near-final form and if the City Council wished to conditionally approve the proposed document, the consulting team would finalize the outstanding minor matters prior to execution.

**MOTION: APPROVE RESOLUTION NO. 2018-03-03 APPROVING A DEVELOPMENT AGREEMENT WITH THE OWNER/DEVELOPER OF THE LAKEPOINTE DEVELOPMENT (LENART) PROJECT, WHICH AGREEMENT ANTICIPATES AMONTH OTHER THINGS, CREATION OF A PUBLIC IMPROVEMENT DISTRICT UNDER CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE, ESTABLISHMENT OF LAND USE DEVELOPMENT DESIGN REGULATIONS AND PROVIDING TERMS FOR ANNEXATION; BEING AN APPROXIMATELY 200-ACRE TRACT OF LAND SITUATED IN THE SAMUEL M. RAINER SURVEY, ABSTRACT NO. 470 AND GENERALLY LOCATED WOUTHEAST OF THE INTERSECTION OF SH 78 AND FM 6 AND PREDOMINATELY WITHIN THE EXTRATERRITORIAL JURISDICTION AND/OR CORPORATE LIMITS OF CITY OF LAVON, TEXAS SUBJECT TO THE FINAL APPROVAL OF THE CITY ADMINISTRATOR, CITY ATTORNEY, BOND COUNSEL AND PROFESSIONAL CONSULTANTS.**

MOTION MADE: WRIGHT  
SECONDED: DILL  
APPROVED: UNANIMOUS  
Absent: COOK

- C. **Conduct a public hearing that was open on February 19, 2019 and March 5, 2019 and continued to March 19, 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. Rainer 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 regarding the PID and explained 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 reopened the public hearing at 7:31 p.m. and invited comments in favor of or opposition to the creation of the proposed PID. There being no comments the Public Hearing was closed at 7:31 p.m.

**Discussion and action regarding the request.**

Mr. Kell thanked Ms. Petty and stated that her work on the presentation had made the PID policy much easier to understand.

**MOTION: APPROVE THE CREATION OF THE 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. RAINER SURVEY, ABSTRACT NO. 470 AND GENERALLY LOCATED SOUTHEAST OF THE INTERSECTION OF SH 78 AMD FM 6 AND PREDOMINATELY WITHIN THE EXTRATERRITORIAL JURISDICTION AND/OR CORPORATE LIMITS OF CITY OF LAVON, TEXAS.**

MOTION MADE: KELL  
SECONDED: DILL  
APPROVED: UNANIMOUS  
Absent: COOK

- D. **Discussion and action regarding acceptance of the public infrastructure for the 7-11 Addition, Lavon, Texas.**

Ms. Dobbs provided information regarding the recently completed construction of the public infrastructure associated with the addition. In conjunction with the development, the developer

constructed and agreed to dedicate public infrastructure consisting of sanitary sewer infrastructure, sidewalk, and a shared drainage facility. The infrastructure is located in dedicated municipal easements or public right of way. The developer has provided as-built record drawings, an affidavit of value for the improvements and a maintenance bond security for the infrastructure that is acceptable to the City Engineer. Mr. Kell asked if all ramps meet ADA specifications. City Engineer Mark Hill, Freeman-Millican, informed the council that TXDOT build the ramps to ADA specification.

**MOTION: ACCEPT THE PUBLIC INFRASTRUCTURE FOR THE 7-ELEVEN ADDITION, LAVON TEXAS.**

MOTION MADE: SERKLAND  
SECONDED: WRIGHT  
APPROVED: UNANIMOUS  
Absent: COOK

**E. Discussion and action regarding a proposed water line easement on city-owned property located south of the intersection of Presidents and Hoover in the Bear Creek Amenity Center and Bridge Addition, Lavon, Texas.**

Ms. Dobbs advised that during the preparation of the Bear Creek Amenity Center and Bridge Addition it was determined that the placement of the water line to serve future development would be placed within the City right of way necessitating a water line easement to provide for the installation of the water line. Ms. Dobbs also stated that there is no cost to the City associated with the provision of the requested easement. Mr. Hill confirmed he reviewed the proposed easement and approval was recommended.

**MOTION: APPROVE THE PROPOSED WATER LINE EASEMENT ON CITY-OWNED PROPERTY LOCATED SOUTH OF THE INTERSECTION OF PRESIDENTS AND HOOVER IN THE BEAR CREEK AMENITY CENTER AND BRIDGE ADDITION, LAVON, TEXAS.**

MOTION MADE: DILL  
SECONDED: KELL  
APPROVED: UNANIMOUS  
Absent: COOK

**10. 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.
- B. Fire Services** – Assistant Fire Chief Danny Anthony provided the LVFD call report, membership and equipment report, ERS update and updated the LVFD call report to reflect 18 calls. Mr. Anthony stated that the brush truck is waiting on graphics and informed the council that the repurposed squad should be complete in mid-April. Ms. Serkland asked what type of calls the LVFD were receiving and Mr. Anthony explained most of the calls were automobile accidents and medical service calls. Ms. Wright stated that she was very pleased to see everything going smoothly.
- 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 Crestridge Meadows and Lavon Farms developments. Mr. Mancias informed the council that he has retained bids for minor street repairs programmed in the near future.
- 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 TxDOT SH 205 Status Report.

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

- April 2, 2019 Regular Meeting at 7p.m.

**12. MAYOR SANSON ADJOURNED THE CITY COUNCIL MEETING AT 7:56 P.M.**

**DULY PASSED and APPROVED** by the City Council of Lavon, Texas, on this 2<sup>nd</sup> day of April 2019

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Vicki Sanson  
Mayor

**ATTEST:**

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Kim Dobbs  
City Administrator/City Secretary



**CITY OF LAVON  
CITY COUNCIL  
Agenda Brief**

**MEETING:** April 2, 2019

**ITEM:** 7 - A

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**Item:**

Discussion and action a Resolution No. 2019-04-01 regarding a proposal for and authorizing the Mayor to execute a letter agreement with Integra Realty Resources – DFW for valuation and consulting services for the LakePointe Development.

**Background:**

In conjunction with the creation of the LakePointe Public Improvement District (PID) and process to prepare for the sale of PID bonds, an appraisal of the residential property is required. The Appraisal Report will be included in the Preliminary and Final Official Statements for the bonds.

A representative of FMSbonds, Inc., the City's underwriter will attend the City Council meeting to answer questions regarding the appraisal proposal.

**Financial Implication:**

The fee for the appraisal is \$20,000.00. The fee is paid by the developer. The City is not responsible for payment of the fee, which is required to be paid prior to the commencement of the appraisal services.

**Staff Notes:**

Approval is recommended.

**Attachments:** Resolution and Agreement

March 29, 2019

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2019-04-01**

Letter Agreement – Integra Realty Resources - DFW

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A LETTER AGREEMENT WITH INTEGRA REALTY RESOURCES – DFW FOR VALUATION AND CONSULTING SERVICES FOR THE LAKEPOINTE DEVELOPMENT; AND DECLARING AN EFFECTIVE DATE.**

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

**SECTION 1.** The City Council does hereby authorize the Mayor to execute a letter agreement with Integra Realty Resources – DFW for valuation and consulting services for the LakePointe Development, attached hereto as Exhibit “A”.

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

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas on the 2<sup>nd</sup> day of April 2019.

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

ATTEST:

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

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2019-04-01**

**EXHIBIT A**

**LETTER AGREEMENT**



March 26, 2019

Ms. Vicki Sanson  
Mayor  
City of Lavon  
120 School Road  
Lavon, Texas 75166

Mr. R.R. "Tripp" Davenport, III  
Director  
FMSbonds, Inc.  
100 Crescent Court, Suite 700  
Dallas, Texas 75201

**SUBJECT: Proposal/Authorization for Valuation and Consulting Services of a residential zoned planned development known as "LakePointe Planned Development District", Lavon, Texas.**

Dear Ms.Sanson:

Upon your acceptance of this letter agreement, Integra Realty Resources – DFW ("IRR – DFW"), will prepare an appraisal of the Subject Property.

The purpose of the appraisal is to provide an opinion of the "As Complete" market value of the fee simple interest in the Subject Property outlined herein "As If Improved As Proposed with Limited Specific Offsite General Infrastructure". We will assume that the City of Lavon will approve or has approved the proposed development in 2019 and that all development entitlements are in place for the "Project" to proceed. Further, our valuation will also be based upon, and assume that, that only limited specific offsite general infrastructure indicated in the Plan of Finance is cash funded and held with the Trustee, in whole or in part, with special assessments levied on property within the LakePointe Public Improvement District ("PID"), relating to the "Project" will be completed by the end of 2019."

It is our understanding that the Appraisal Report will be included in the Preliminary and Final Official Statements for the sale of one or more series of Public Improvement District (PID) bonds for the Project, and we will provide our written consent to the inclusion of the Appraisal Report in the Preliminary and Final Official Statements. The appraisal will be prepared in conformance with and subject to, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the *Uniform Standards of Professional Appraisal Practice* (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation. The Ethics Rule of USPAP requires us to disclose to you any prior services we have performed regarding the Subject Property within a three-year period immediately preceding the acceptance of this assignment, either as an appraiser or in any other capacity. We represent that we have not performed any services that require disclosure under this rule.

Ms. Sanson  
"LakePointe Public Improvement District (the "PID")  
March 26, 2019  
Page 2

In accordance- with our correspondence, the scope of this assignment will require IRR – DFW to consider all relevant and applicable approaches to value as determined during the course of our research, Subject Property analysis, and preparation of the report. **The report will include the bulk value of the completed Phase 1 lots as well as the vacant land/paper lot values of both Phase 2 and Phase 3.**

Federal banking regulations require banks and other lending institutions to engage appraisers where FIRREA compliant appraisals must be used in connection with mortgage loans or other transactions involving federally regulated lending institutions. Given that requirement, this appraisal may not be accepted by a federally regulated financial institution.

The appraisal will be communicated in an Appraisal Report-Standard Format Report. All work will be performed under the direct supervision of the undersigned, together with other staff members. The appraisal and this letter agreement will be subject to our standard assumptions and limiting conditions, a copy of which is attached as Attachment I.

**IRR – DFW is an independently owned and operated company. The parties hereto agree that Integra Realty Resources, Inc. ("Integra") shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR – DFW. In addition, it is expressly agreed that in any action which may be brought against IRR – DFW and/or any of its officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), arising out of, relating to, or in any way pertaining to this engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.**

The total fee for this assignment will be \$20,000 which will be paid for by the Developer, but which payment may be reimbursed to the developer as a qualified creation and issuance cost of the "Public Improvement District". Please note that the full fee must be received in our office before the commencement of this appraisal. The delivery date will be within 30 days from your signed acceptance of this letter agreement, receipt of the fee and receipt of requested documents from the developer, but subject to extension based upon late delivery of the requested data and scheduled access for inspection. **We will require the full fee of \$20,000 prior to the commencement of this appraisal assignment.** If the assignment is cancelled by either party prior to completion, you agree to pay us for all our expenses and our time to date based upon the percentage of work completed.

Ms. Sanson  
"LakePointe Public Improvement District (the "PID")  
March 26, 2019  
Page 3

Two hard copies of the appraisal report will be provided upon request. Additionally, we confirm our permission to use the final appraisal report in the offer and sale of public securities secured by the special assessments levied on property within the PID for the "Project"; and, we confirm that we will execute, subject to our approval of the same, a certificate related to the use of the appraisal for such purpose. The 30-day delivery date is contingent upon the absence of events outside our control, timely access for inspection of the Subject Property, as well as our receipt of all requested information necessary to complete the assignment.

Please be advised that we are not experts in the areas of building inspection (including mold), environmental hazards, ADA compliance or wetlands. Therefore, unless we have been provided with appropriate third party expert reports, the appraisals will assume that there are no environmental, wetlands, or ADA compliance problems. The agreed upon fees for our services assume the absence of such issues inasmuch as additional research and analysis may be required. If an expert is required, you are responsible for their selection, payment and actions.

In the event that we receive a subpoena or are called to testify in any litigation, arbitration or administrative hearing of any nature whatsoever or as a result of this engagement or the related report, to which we are not a party, you agree to pay our then current hourly rates for such preparation and presentation of testimony. You agree that: (i) the data collected by us in this assignment will remain our property; and (ii) with respect to any data provided by you, IRR – DFW and its partner companies may utilize, sell and include such data (either in the aggregate or individually), in the Integra database and for use in derivative products. You agree that all data already in the public domain may be utilized on an unrestricted basis. Finally, you agree that we may use commercially available, as well as proprietary software programs, to perform your assignment (web based and others).

Ms. Sanson  
"LakePointe Public Improvement District (the "PID")  
March 26, 2019  
Page 4

If you are in agreement with the terms set forth in this letter and wish us to proceed with the engagement, please sign below and return one copy to us. Thank you for this opportunity to be of service and we look forward to working with you.

Sincerely,

**INTEGRA REALTY RESOURCES – DFW, LLC**



Ernest E. Gatewood, III  
Senior Director

Attachments

**AGREED & ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

**BY: City of Lavon**

**FMSbonds, Inc.**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**NAME (PRINT)**

\_\_\_\_\_  
**NAME (PRINT)**

**ATTACHMENT I**

**STANDARD ASSUMPTIONS & LIMITING CONDITIONS**

The appraisal report and any work product related to the engagement will be limited by the following standard assumptions:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The Subject Property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the Subject Property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the Subject Property more or less valuable. Furthermore, there is no asbestos in the Subject Property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The Subject Property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

The appraisal report and any work product related to the engagement will be subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the Subject Property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the Subject Property without compensation relative to such additional employment.
6. We have made no survey of the Subject Property and assume no responsibility in connection with such matters. Any sketch or survey of the Subject Property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers

the Subject Property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the Subject Property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations, such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the Subject Property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
13. If the Subject Property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the Subject Property at the time these leases expire or otherwise terminate.
14. Unless otherwise stated in the report, no consideration has been given to personal property located on the Subject Property or to the cost of moving or relocating such personal property; only the real property has been considered.
15. The current purchasing power of the dollar is the basis for the value stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence

of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the Subject Property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the Subject Property with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
20. No studies have been provided to us indicating the presence or absence of hazardous materials on the Subject Property or in the improvements, and our valuation is predicated upon the assumption that the Subject Property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the Subject Property. IRR – DFW and/or any of its officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties") shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the Subject Property.
21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the Subject Property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the Subject Property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the Subject Property is free of defects or environmental problems. Mold may be present in the Subject Property and a professional inspection is recommended.
23. The appraisal report and value conclusions for an appraisal assumes the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
24. **IRR – DFW is an independently owned and operated company. The parties hereto agree that Integra Realty Resources, Inc. ("Integra") shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR – DFW. In addition, it is expressly agreed that in any action which may be brought against IRR – DFW and/or any of its officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), arising out of, relating to, or in any way pertaining to this engagement letter, the appraisal reports or any related work**

**product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.**

25. IRR – DFW is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties>>>> are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of the Subject Property.
27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.
28. As will be determined during the course of the assignment, additional extraordinary or hypothetical conditions may be required in order to complete the assignment. The appraisal shall also be subject to those assumptions.



# CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: April 2, 2019

ITEM: 7 - B

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**Item:**

Discussion and action regarding Resolution No. 2019-04-02 authorizing the Mayor to execute a professional services agreement with Lakes Engineering, Inc. for professional engineering, construction engineering, inspection and project management services.

**Background:**

In mid-March, C&L Construction informed the City that they wished to discontinue performing infrastructure construction inspection services for the City and both parties agreed that the firm would continue to provide the services until the City could find a new provider.

After considering several options for infrastructure construction inspection services, the City staff interviewed and selected Lakes Engineering, Inc. to perform the contract services for the City. In addition to construction inspection, Lakes Engineering, Inc. is able to provide a broad range of professional engineering consulting services that the City may choose to utilize from time to time and that would be provided for within the scope of the proposed agreement.

Lakes Engineering, Inc. is available to begin the transition upon execution of the agreement.

**Financial Implication:**

The proposed agreement provides for service by contract and will be paid an hourly rate for work performed. There is no provision for retainer fees. Although the proposed hourly rate is slightly higher than the current rate (\$65/hour), however, it is anticipated that the funds allocated within the budget will be adequate to cover all charges. In instances of extraordinary services, plan review and inspections fees are typically passed through to the development applicant.

**Staff Notes:**

Approval is recommended.

**Attachments:** Resolution and Agreement

March 29, 2019

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2019-04-02**

Professional Services Agreement – Lakes Engineering

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH LAKES ENGINEERING, INC. FOR THE PROVISION OF PROFESSIONAL ENGINEERING, CONSTRUCTION ENGINEERING, INSPECTION AND PROJECT MANAGEMENT SERVICES; AND DECLARING AN EFFECTIVE DATE.**

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

**SECTION 1.** The City Council does hereby authorize the Mayor to execute a Professional Services Agreement with Lakes Engineering, Inc. for the provision of professional engineering, construction engineering, inspection and project management services, attached hereto as Exhibit “A”.

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

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas on the 2<sup>nd</sup> day of April 2019.

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

ATTEST:

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

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2019-04-02**

**EXHIBIT A**

**PROFESSIONAL SERVICES AGREEMENT**

AGREEMENT BETWEEN  
OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of April 2, 2019 between the City of Lavon, Texas (OWNER) and Lakes Engineering, Inc. (ENGINEER) acting by and through their respective duly authorized representatives. OWNER intends to employ ENGINEER to perform professional engineering services, to serve as OWNER'S professional engineering representative and to provide professional engineering consultation and advice for a professional fee in connection with the following Assignments:

- a. Construction project management and construction engineering and inspection.
- b. General engineering consultation and project design.
- c. Other as outlined in Exhibit "A".

Therefore, OWNER and ENGINEER agree as follows:

SECTION 1 - BASIC SERVICES OF ENGINEER

- 1.1 After authorization to proceed, ENGINEER shall perform the following professional services:
  - 1.1.1 Consult with OWNER to clarify and define OWNER'S requirements for the Assignment and review available data;
  - 1.1.2 Advise OWNER as to the necessity of OWNER'S providing or obtaining from others special services and data required in connection with the Assignment and assist OWNER in obtaining such data and services;
  - 1.1.3 Provide analyses of OWNER'S needs with evaluations of prospective solutions;
  - 1.1.4 If requested by OWNER, prepare a Report of ENGINEER'S findings and recommendations. If a written report is requested by the OWNER, furnish the requested number of copies of the Report and review it in person with OWNER
  - 1.1.5 The ENGINEER will work closely with the Lavon Staff to ensure successful completion of each assignment. The OWNER will be involved in the major planning and review of the assignments. The OWNER will also be provided the opportunity to review preliminary project designs and reports before they are completed.
  - 1.1.6 ENGINEER shall comply with the requirements of all applicable laws, rules and regulations, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
  - 1.1.7 ENGINEER will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, physical or mental disability, marital status, parenthood, or age.

- 1.1.8 All services of the ENGINEER and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted practice of a licensed professional engineer in Texas. The ENGINEER represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.

## SECTION 2 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

- 2.1 Provide all criteria and full information as to OWNER'S requirements for the Assignment and designate a person with authority to act on OWNER'S behalf on all matters concerning the Assignment;
- 2.2 Furnish to ENGINEER all existing studies, reports, ordinances and other available data pertinent to the Assignment, obtain or authorize ENGINEER to obtain or provide additional reports and data as required, and furnish to ENGINEER services of others required for the performance of ENGINEER'S services hereunder, and ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER'S services under this Agreement;
- 2.3 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services hereunder;
- 2.4 Bear all costs incident to compliance with the requirements of this Section 2.

## SECTION 3 - INSURANCE

- 3.1 The ENGINEER shall furnish and maintain during the life of the Agreement adequate insurance where required. Proof of such insurance shall be furnished to the OWNER with certificates showing type, amount, class of operations covered, effective dates and dates of expiration. As to work performed under, or in connection with this Agreement, the OWNER shall be an additional insured. The certificate shall provide that insurance shall not be canceled or reduced until 30 days written notice has been given to OWNER. At least the following insurance coverage shall be provided:
  - A. General Liability Insurance - \$1,000,000 per occurrence for bodily injury and death, \$300,000 per occurrence for injury to or destruction of property and a general aggregate of \$2,000,000.
  - B. Professional Liability (Errors and Omissions) Coverage - ENGINEER'S errors and omissions with minimum limits of \$1,000,000.

The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurance, provided the primary policy complies with the above requirements and the excess umbrella is following in form. The ENGINEER may maintain reasonable and customary deductibles.

## SECTION 4 - PAYMENTS TO ENGINEER

### 4.1 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

- 4.1.1 For Basic Services rendered an amount based on the rate schedule in Exhibit "B".
- 4.1.2 For services and reimbursable expenses of special consultants employed by ENGINEER the amount billed to ENGINEER therefor times a factor of 1.15.
- 4.1.3 For contract field land surveying services as the amount will be based on survey costs, as invoiced, times a factor of 1.15.
- 4.1.4 For field land surveying services using employees and/or surveying equipment furnished by the ENGINEER, an amount based on the rate schedule in Exhibit "B".
- 4.1.5 For reimbursable expenses including printing costs, employee mileage costs, and for special materials and supplies other than the normal office supplies, materials and equipment, the actual costs, as invoiced, times a factor of 1.15.

### 4.2 TIMES OF PAYMENTS

- 4.2.1 ENGINEER shall submit monthly statements for services rendered and for reimbursable expenses incurred. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

### 4.3 DEFINITIONS

- 4.3.1 Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Assignment for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); reproduction of reports, Drawings, Specifications, and similar items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

## SECTION 5 - CONSTRUCTION COST AND OPINIONS OF COST

- 5.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him.

## SECTION 6 - GENERAL CONSIDERATIONS

### 6.1 TERMINATION

6.1.1 This Agreement may be terminated by either party with or without cause upon thirty days' written notice. In such event, copies of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the ENGINEER under this Agreement shall be delivered to the OWNER. ENGINEER shall be entitled to receive compensation for any work provided and any expenses incurred up to the termination date in accordance with the Cost Rate Schedule, Exhibit "B".

6.1.2 The ENGINEER shall endeavor to provide all engineering services in a timely manner. OWNER shall advise the ENGINEER of the time requirements associated with each engineering assignment. Should the ENGINEER fail to complete the engineering assignments within the OWNER's reasonable time requirements, OWNER may terminate this contract with cause.

### 6.2 CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Texas. Venue of any suit arising out of this Agreement shall be in Collin County.

### 6.3 SUCCESSORS AND ASSIGNS

6.3.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement; however, nothing herein shall be construed to give any rights or benefits hereunder to any other party.

6.3.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated herein and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

### 6.4 INDEMNITY

**6.4.1 THE ENGINEER AGREES TO AND SHALL HOLD HARMLESS THE OWNER, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM ALL CLAIMS AND LIABILITY OF WHATSOEVER KIND OR CHARACTER DUE TO OR ARISING SOLELY OUT OF THE NEGLIGENT ACTS OR OMISSIONS OF THE ENGINEER, ITS OFFICERS, EMPLOYEES, AND SUBCONTRACTORS ACTING FOR OR UNDER THE DIRECTION OF THE ENGINEER DOING THE WORK HEREIN.**

## 6.5 OWNERSHIP OF DOCUMENTS

6.5.1 All documents prepared or furnished by ENGINEER (and ENGINEER'S independent associates and consultants) pursuant to this Agreement are instruments of service and ENGINEER shall retain an ownership and property interest therein. OWNER also retains an ownership and property interest therein. OWNER may make and retain copies for information and reference; however, such documents are not intended or represented to be suitable for reuse on other projects by OWNER or others. Any reuse by OWNER without written verification or adaptation by ENGINEER will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER'S independent associates or consultants.

## 6.6 INTEREST IN AGREEMENT

6.6.1 Interest of Members of the OWNER -- No member of the governing body of the OWNER and no other officer or employee of the OWNER shall have any personal financial interest, direct or indirect, in this Agreement; and the ENGINEER shall take appropriate steps to assure compliance.

6.6.2 Interest of ENGINEER and Employees -- The ENGINEER covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

## 6.7 NOTICES

6.7.1 All notices and statements required and provided for in this Agreement shall be deemed to have been received by either party hereto three (3) days after deposit in the United States mail with postage prepaid when properly addressed to the party to whom directed at the following addresses:

Owner: City of Lavon  
120 School Road  
Lavon, TX 75166

Attention Ms. Kim Dobbs  
City Administrator

Engineer:  
Lakes Engineering, Inc.  
1903 Central Drive, Suite 102  
Bedford, TX 76021

Attention: Mr. Christopher Meslzer, P.E.  
Principal

From time to time either party may designate another address for all purposes of this Contract by mailing to the other party written notice of such change of address in accordance with the provisions hereof.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

7.1 The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Scope of Work
- Exhibit B – Compensation Schedule


7.2 This Agreement (consisting of pages 1 to 6, inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER: City of Lavon

ENGINEER:

By \_\_\_\_\_  
\_\_\_\_\_, Mayor

By  \_\_\_\_\_  
Christopher Meszler, P.E.  
Principal

(Seal)

(Seal)

## Exhibit A – Scope of Work

### Project Management, Construction Engineering and Inspection

We will tailor our services to the needs of the City in volume and discipline as the City's needs may change over time. The City will further define the scope of services for each Task Work Order. A non-exhaustive scope of services is listed below.

We will act as client representatives in the field, monitor and inspect day-to-day project activities to ensure that the project is constructed in reasonable conformity with the plans, specifications and special provisions for the construction contract. We will be on-site to resolve issues, including design questions/ interpretation of plans (for capital projects), contractor coordination, and quality concerns. Our inspectors will be equipped with all necessary equipment, hardware, and software to appropriately perform inspection tasks. We will track construction progress, contract time and weather delays.

We will assess the quality, appropriateness and acceptability of the materials that are provided, and construction produced by the contractor. We will verify the scope and procedures of testing required for the project, supervise the on-site testing, and analyze test results. Testing and material verification is required on materials including, but not limited to: soil, concrete, asphaltic concrete, steel, selected fill materials, recycled materials, and aggregates.

We will track and log all required documents provided by the Contractor. Our review of these documents will include: constructability reviews to ensure that construction can be accomplished according to the proposed plan, schedule and method; recommendation for approval or rejection of all payment requisitions and any change orders; shop drawing and requests for information distribution and tracking; verify calculations of the designs submitted for temporary works; certify conformance with the contract, plans, and specifications.

In coordination with the City, we will proactively manage public involvement, receive, log and recommend action from public input/calls. We will act as the project liaison with the stakeholders, property owners, contractor and Engineer of Record for each project. We will organize, schedule, and record meeting minutes for all necessary project meetings.

#### Anticipated meetings for each construction project:

- Pre-Construction Conference
- Utility Coordination
- Weekly Construction Progress/ Look Ahead
- Traffic Control and Phase Change
- Pre-Earthwork
- Pre-Paving
- Schedule Review
- Pre-Event
- Post-Construction/Punchlist
- Final acceptance walkthrough

#### Inspections Performed for Roadway Projects:

- Daily Jobsite Safety/OSHA compliance
- Verify quality control testing
- Oversee concrete cylinder sampling
- Traffic control device maintenance
- Oversee concrete slump testing
- Spill containment cleanup
- Collect/review concrete delivery tickets
- Access continuity
- Confirm/analyze nuclear density testing
- Work zone hazard
- BMP Erosion Control weekly report
- Plans/specification conformance
- SW3P conformance
- Signing/marketing (temp and final)

- Site visitor log

**Inspections Performed for Utility Projects:**

- Jobsite Safety/OSHA compliance
- Collect/review material delivery ticket
- Inspect stockpiled materials
- Verify/record underground installations
- Inspect backfill materials and compaction
- Verify specified materials prior for acceptance
- Oversee pressure and drawdown tests

**Construction Engineering Tasks:**

- Concrete mix design evaluation
- Concrete admixture ASTM verification
- Concrete cylinder break test review
- Traffic Control shift safety review
- Utility coordination
- Storm preparation management
- Material storage/staging area coordination
- Constructability reviews
- Unforeseen condition mitigation

- Equipment utilization log

- Dimensional control
- BMP Erosion Control weekly report
- SW3P conformance
- Plans/specification conformance
- Site visitor log
- Equipment utilization log
- Shoring and Falsework

- Shop Drawing review
- Erection sequence/plan review
- Temporary shoring plan review
- Change Request review
- Field change approval
- Structural Analysis
- Plans Revisions
- Temporary Shoring Design
- Temporary Drainage Design

**Project Management and Construction Administration Tasks:**

- Contractor payment requisition review
- Budget tracking
- Record keeping
- Public involvement and representation
- Coordination with property owners
- Claims review and resolution
- Schedule tracking/updating
- Contract time tracking/ weather extensions
- Process Change Orders
- Project Staffing / OTJ Training Verification
- Permit verifications / updates

## Exhibit B – Compensation Schedule

The City will issue a Task Work Order for each project or task to be completed. Each task will be discussed prior to work order authorization, and we will provide an estimate of cost to the City broken down by number of hours per position. Throughout the task we will keep the City abreast of our progress and budget. We will invoice the City monthly for time and materials (cost plus) for hours worked only. Miscellaneous or “on-call” tasks will be invoiced according to the same rate schedule.

### Management and Inspection Rate Schedule

Project Manager	\$120/hr
Project Administrator	\$ 90/hr
Inspector	\$ 65/hr

### Construction Engineering Rate Schedule

Project Manager	\$120/hr
Engineer (P.E.)	\$120/hr
CAD Technician	\$ 65/hr



March 27, 2019

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

**Subject: Construction Engineering, Inspection and Project Management for Roadway, Bridge, Utilities, and Vertical Construction**

Dear Ms. Dobbs:

We are pleased to submit this proposal to provide Construction Engineering, Inspection and Project Management (CEI & PM) Services for the City of Lavon projects.

Our goal in providing these CEI & PM Services is to assist and augment the City's staff with our experience and expertise. We aim to help the City save time by avoiding delays caused by unsupervised contractor mistakes and save money by mitigating circumstances that could lead to change orders or claims. We will provide trained professionals to monitor construction and proactively coordinate and communicate with all parties. We will work side-by-side with the City's staff to guide these projects to successful completion.

We offer to the City any or all the services described in the scope of services listed below. We understand that the City has many responsibilities including the oversight of private developments (paving/drainage/SWPPP/utilities/retaining wall/bridge/etc.), acceptance of dedicated assets, capital improvement projects, routine maintenance inspections and construction administration to name a few. We will tailor our services to the needs of the City in volume and discipline as the City's needs may change over time.

***Project Management and Inspection Scope***

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We will act as client representatives in the field, monitor and inspect day-to-day project activities to ensure that the project is constructed in reasonable conformity with the plans, specifications and special provisions for the construction contract. We will be on-site to resolve issues, including design questions/ interpretation of plans (for capital projects), contractor coordination, and quality concerns. Our inspectors will be equipped with all necessary equipment, hardware, and software to appropriately perform inspection tasks. We will track construction progress, contract time and weather delays.

We will assess the quality, appropriateness and acceptability of the materials that are provided, and construction produced by the contractor. We will verify the scope and procedures of testing required for the project, supervise the on-site testing, and analyze test results. Testing and material verification is required on materials including, but not limited to: soil, concrete, asphaltic concrete, steel, selected fill materials, recycled materials, and aggregates.

We will track and log all required documents provided by the Contractor. Our review of these documents will include: constructability reviews to ensure that construction can be accomplished according to the proposed plan, schedule and method; recommendation for approval or rejection of all payment requisitions and any change orders; shop drawing and requests for information distribution and tracking; verify calculations of the designs submitted for temporary works; certify conformance with the contract, plans, and specifications.

In coordination with the City, we will proactively manage public involvement, receive, log and recommend action from public input/calls. We will act as the project liaison with the stakeholders, property owners, contractor and Engineer of Record for each project. We will organize, schedule, and record meeting minutes for all necessary project meetings.

Anticipated meetings for each construction project:

- Pre-Construction Conference
- Utility Coordination
- Weekly Construction Progress/ Look Ahead
- Traffic Control and Phase Change
- Pre-Earthwork
- Pre-Paving
- Schedule Review
- Pre-Event
- Post-Construction/Punchlist
- Final acceptance walkthrough

Inspections Performed for Roadway Projects:

- Daily Jobsite Safety/OSHA compliance
- Oversee concrete cylinder sampling
- Oversee concrete slump testing
- Collect/review concrete delivery tickets
- Confirm/analyze nuclear density testing
- BMP Erosion Control weekly report
- SW3P conformance
- Verify quality control testing
- Traffic control device maintenance
- Spill containment cleanup
- Access continuity
- Work zone hazard
- Plans/specification conformance
- Signing/markings (temp and final)
- Site visitor log
- Equipment utilization log

Inspections Performed for Utility Projects:

- Jobsite Safety/OSHA compliance
- Collect/review material delivery ticket
- Inspect stockpiled materials
- Verify/record underground installations
- Inspect backfill materials and compaction
- Verify specified materials prior for acceptance
- Oversee pressure and drawdown tests
- Dimensional control
- BMP Erosion Control weekly report
- SW3P conformance
- Plans/specification conformance
- Site visitor log
- Equipment utilization log
- Shoring and Falsework

Construction Engineering Tasks:

- Concrete mix design evaluation
- Concrete admixture ASTM verification
- Concrete cylinder break test review
- Traffic Control shift safety review
- Utility coordination
- Storm preparation management
- Material storage/staging area coordination
- Constructability reviews
- Unforeseen condition mitigation
- Shop Drawing review

- Erection sequence/plan review
- Temporary shoring plan review
- Change Request review
- Field change approval

**Project Management and Construction Administration Tasks:**

- Contractor payment requisition review
- Budget tracking
- Record keeping
- Public involvement and representation
- Coordination with property owners
- Claims review and resolution
- Schedule tracking/updating
- Contract time tracking/ weather extensions
- Process Change Orders
- Project Staffing / OTJ Training Verification
- Permit verifications / updates

***Proposed Fee***

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The City will issue a Task Work Order for each project or task to be completed. Each task will be discussed prior to work order authorization, and we will provide an estimate of cost to the City broken down by number of hours per position. Throughout the task we will keep the City abreast of our progress and budget. We will invoice the City monthly for time and materials (cost plus) for hours worked only. Miscellaneous or "on-call" tasks will be invoiced according to the same rate schedule.

***Management and Inspection Rate Schedule***

Project Manager	\$120/hr
Project Administrator	\$ 90/hr
Inspector	\$ 65/hr

***Construction Engineering Rate Schedule***

Project Manager	\$120/hr
Engineer (P.E.)	\$120/hr
CAD Technician	\$ 65/hr

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We kindly ask for your review and approval for the above stated services and fee structure. Should you have any questions, please do not hesitate in contacting us. We look forward to providing flexible Project Management and Inspection Services for the City of Lavon future projects.

Sincerely,  
LAKES ENGINEERING, INC.



Christopher Meszler, P.E.  
Principal

**LAKES ENGINEERING, INC.**



**CITY OF LAVON  
CITY COUNCIL  
Agenda Brief**

**MEETING:** April 2, 2019

**ITEM:** 7 - C

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**Item:**

Discussion and action regarding Resolution No. 2019-04-03 declaring various public works property and/or equipment to be surplus property and authorizing the disposition of same in a manner which is beneficial to the city.

**Background:**

The Public Works Department has a 2006 pick-up truck and a 1998 trailer that are no longer being fully utilized. The staff recommends that the items be declared surplus and disposed of appropriately.

The proposed disposition process will be similar to the process used for the disposition of the surplus police vehicle in April 2018. Sealed bids will be sought through advertisement in the newspaper and on the city website.

**Financial Implication:**

Proceeds from the sale of the property will be deposited into the general fund.

**Staff Notes:**

Approval is recommended.

**Attachments:** Resolution

March 29, 2019

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2019-04-03**

Surplus Property – Public Works

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS DECLARING VARIOUS PUBLIC WORKS PROPERTY AND/OR EQUIPMENT TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION OF SAME IN A MANNER WHICH IS BENEFICIAL TO THE CITY.**

**WHEREAS**, the City of Lavon, Texas owns property and/or equipment which have been replaced, are obsolete or are not currently used by the City, and

**WHEREAS**, such property and/or equipment have no or limited value to the City, and

**WHEREAS**, storage space for such property and/or equipment is limited, and

**WHEREAS**, appropriate City staff members have evaluated the need for and the value to the City of each piece of property and/or equipment and have recommended disposal of the items,

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

The City Council declares the following items to be surplus property and authorizes the City Administrator to dispose of the Public Works property in a manner which is beneficial to the City.

- (1) 2006 Chevrolet ½-Ton Pickup Truck, VIN # 3GCEC14V86G145705
- (1) 1998 Eage Trailer, VIN # 112DPM271WL049894

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas on the 2<sup>nd</sup> day of April 2019.

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

ATTEST:

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



**CITY OF LAVON  
CITY COUNCIL  
Agenda Brief**

**MEETING:** April 2, 2019

**ITEM:** 7 - D

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**Item:**

Discussion and action regarding the Public Utility Commission of Texas inquiry relating to the 2019 consumer price index (CPI) adjustment to municipal telecommunications right-of-way access lines rates.

**Background:**

The Public Utility Commission notified the City that the access line rates have increased due to inflation as measured by the consumer price index. The change in rates is outlined on the attached form.

The line rates are paid by the telephone companies to the City to compensate for using the city's right-of-way. If the City does not take action to refuse the increase, the increase will automatically be implemented.

Staff recommends that the City Council take no action and allow the rates to be adjusted for inflation.

**Attachments:** PUC Form

March 29, 2019



# Public Utility Commission of Texas

1701 N. Congress Ave., PO Box 13326, Austin, TX 78711-3326

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## 2019 CONSUMER PRICE INDEX (CPI) ADJUSTMENT TO MUNICIPAL TELECOMMUNICATIONS RIGHT-OF-WAY ACCESS LINE RATES

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**March 14, 2019**

### **PURPOSE**

This letter is to notify you that your city's 2019 maximum access line rates have increased by 1.1120% due to inflation, as measured by the CPI. This adjustment has been made pursuant to Chapter 283 of the Local Government Code (House Bill 1777).

### **DEFAULT RATES FOR 2019: INCREASE**

Based on the choices made by your city in April 2018, your city's 2019 rate will either be adjusted for inflation, or will remain the same as your 2018 rate. According to our records, when similar CPI adjustments were made in April 2018, your city chose the MAXIMUM allowable CPI-adjusted rates. Therefore, your 2019 rates will reflect an increase of 1.1120% from your 2018 rates. You have the option to decline this increase in rates by taking the action explained below.

### **ACTION BY CITY: TO REFUSE THE INCREASE**

(1) You do not have to respond to accept the increased access line rates. (2) Respond ONLY if you want to DECLINE the increase in access line rates. (3) To decline, notify the PUC using page 2 of this letter no later than April 30, 2019. (4) The PUC does not require City council authorization; however, if your city charter requires it, please do so immediately. (5) Verify your contact information and highlight any changes. (6) Make a copy of this document.

### **WHAT HAPPENS IF A CITY DOES NOT RESPOND BY APRIL 30, 2019?**

If a city does not respond by April 30, 2019, the rates for your city will increase from 2018 levels. The next opportunity to adjust your rates will be September 1, 2019.

### **WHAT HAPPENS NEXT?**

The PUC will notify telephone companies of your desired rates and you will be compensated accordingly no later than July 1, 2019.

### **FUTURE REVISIONS TO CPI**

The access line rates will be revised annually in March depending on whether the CPI changes for the previous year. If the CPI changes for the year 2019, you will receive a similar letter in March 2020.

See over...

**RECEIVED**

**MAR 18 2019**

**CITY OF LAVON**

**City of Lavon**

**SECTION 1: Your 2018 city preferred rates are as follows:**

**Residential:** \$0.65    **Non-Residential:** \$1.44    **Point-to-Point:** \$2.15

**SECTION 2: Your default rates for 2019 are as follows. Note: These are higher than the 2018 rates (above) due to the CPI inflation adjustment.**

**Residential:** \$0.66    **Non-Residential:** \$1.46    **Point-to-Point:** \$2.18

**To decline your default increase in rates, notify the PUC by completing the section below. You can mail or fax this page to the PUC. To accept rates in SECTION 2, no action is required.**

I \_\_\_\_\_, Title \_\_\_\_\_, am an authorized representative for the City/Town/Village of \_\_\_\_\_. The City declines to accept the default rates indicated in SECTION 2 above. Instead, we choose the following rates: Residential \_\_\_\_\_; Non-Residential \_\_\_\_\_; Point-to-Point \_\_\_\_\_.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Other Comments:

**HOW TO RESPOND**

Mail: Stephen Mendoza  
Public Utility Commission  
P.O. Box 13326  
Austin, Texas 78711-3326

**INQUIRIES**

Inquiries only. NOT for sending your response.  
HB1777@puc.texas.gov  
Phone No: 512-936-7394

Or FAX to Stephen Mendoza at: 512-936-7428

**CITY CONTACT INFORMATION**

Please notify us if the contact information we have on file for your city has changed. Thank you.

Phone No. 1: (972) 843-4220

Phone No. 2: \_\_\_\_\_

Fax No: (972) 843-0397

Email: \_\_\_\_\_

**Address**

**KIM DOBBS CITY SECRETARY**  
or current city official responsible for right-of-way issues  
CITY OF LAVON  
PO BOX 340; 120 SCHOOL ROAD  
LAVON TX 75166



# CITY OF LAVON CITY COUNCIL Agenda Brief

**MEETING:** April 2, 2019

**ITEM:** 7 - E

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**Item:**

Discussion regarding the renewal of a building lease agreement with the Lavon Economic Development Corporation.

**Background:**

In 2011, the City of Lavon and the Lavon Economic Development Corporation (LEDC) entered into a lease agreement that provided for the LEDC to occupy office space and meeting space in City Hall. Upon the completion of the renovations of City Hall, the LEDC occupied the space in June 2012. The term of the existing lease agreement is seven years from occupation and expires at the end of June 2019.

The LEDC has expressed a desire to renew the lease and requests direction from the City Council so that preparations can be made for a renewal document to be considered.

**Financial Implication:**

Under the current agreement, the LEDC paid a discounted rate of \$5000/year with seven years paid up front.

**Attachments:** 2011 Lease Agreement

March 29, 2019

**City of Lavon and Economic Development Corporation Board Lease Agreement**

**This Lease Agreement** (hereinafter referred to as the "Lease") is made this day December 1, 2011 by and between the City of Lavon (hereinafter referred to as "CITY") and the Lavon Economic Development Corporation Board (hereinafter referred to as "EDCB").

CITY is the owner of land and improvements commonly known and numbered as Lavon City Hall and City Council Chambers.

CITY desires to lease Meeting Space and Non-Exclusive Office Space to EDCB (hereinafter referred to as "Leased Space"), and EDCB desires to lease the Leased Space from CITY for the term, at the rental, and upon the covenants, conditions, provisions, and obligations set forth below.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, the parties agree as follows:

1. Definitions

**Meeting Space** – is a space provide by the CITY and deemed by EDCB as suitable for the conducting of public meetings. Such space will the following features and characteristics at a minimum:

- a) Capacity and seating for at least thirty (30) spectators
- b) Seating at the front of the room facing the spectators for a minimum of eight (8) meeting participants. A strong preference to be give to seating that is semi-circular in nature such that the meeting participants can easily see and address each other.
- c) Adequate electrical connections for each of the eight (8) meeting participants to plug in laptop computers in such as manner as to not obstruct walk-ways.
- d) The ability for meeting participants to utilize either wired or wireless internet connections for the duration of the meeting.
- e) A method of electronically recording the proceedings of meetings held in the Meeting Space. Such system will allow the storage or transfer of such recordings to a removable media such as CD-ROM, DVD-ROM or USB Drive for later use by the EDCB.
- f) EDCB shall have the capability to schedule and access the Meeting Space at any time or day subject to the scheduling conditions described later in this Lease Agreement.
- g) A screen/projector or other means of projection for the viewing of presentation materials shall be installed such that both meeting participants and the meeting spectators shall be capable of viewing by turning no more than 90 degrees in their seats.
- h) A conference room capable of holding at least eight (8) people that has a suitable table and seating for the conducting of private meetings and executive sessions. Such conference room must be such that spectators or other passers-by may NOT easily be able to observe or hear the proceedings being conducted within.

**Non-exclusive Office Space** – is space provided by the CITY and deemed by EDCB as suitable for occasional use as for general office functions and the conducting of business and organizational meetings. Such space will have the following features and characteristics at a minimum:

- a) Desk space with measurements of no less than thirty (30) inches by sixty (60) inches.
- b) Telephone capable of placing and receiving both local and long distance calls.

- c) Internet connectivity for at least one wired or wireless connection.
- d) At least one power receptacle such that a laptop computer or other device may be connected without the cord obstructing common walk-ways or requiring more than six (6) feet of cord.
- e) At least one (1) task chair with arms and adjustments suitable to maintaining proper ergonomic posture and use.
- f) Suitable cooling and heating to maintain a comfortable working environment.
- g) A conference room capable of holding at least eight (8) people that has a suitable table and seating for the conducting of private meetings. Such conference room must be such that passers-by may NOT easily be able to observe or hear the proceedings conducted within.

2. **Term.**

A. CITY hereby leases the meeting space and non exclusive office space to EDCB, and EDCB hereby leases the Leased Space from CITY, for an "Initial Term" beginning as of the date noted on the acceptance detailed in Section 9 of this Lease Agreement and extending seven years. CITY shall use its best efforts to give EDCB access to the Leased Space as nearly as possible to March 1<sup>st</sup>, 2012. Should the CITY not be able to deliver such Leased Space by June 1<sup>st</sup> 2012, then the end of the Initial Term shall be lengthened by one day for each day that Leased Space is not available to the EDCB at no additional cost to the EDCB. Should the City not provide space suitable to the EDCB as evidenced by EDCB's acceptance, within 180 days of EDCB's payment, then the EDCB shall have the right to immediately terminate this Lease agreement and receive a complete refund of any moneys paid by the EDCB under the terms of this Lease Agreement.

B. EDCB also has a right for the benefit of EDCB, its employees, agents, contractors, and invitees, for access to and from the leased premises through and over the property of CITY adjoining the leased premises and to use those parts of the leased premises designated by CITY for use by EDCB, including but not limited to toilets, hallways and unrestricted parking areas, if any.

3. **Renewal.**

CITY and EDCB may agree to renew or extend this Lease, with such modifications as the parties may agree to, in a separate, signed document.

4. **Holdover.**

A. In the event EDCB shall holdover after the expiration of the term of this Lease, ***with the consent of CITY***, express or implied, such tenancy shall be from month to month only, and shall not constitute a renewal of this Lease. Further, in the event of such a holdover, EDCB agrees to pay rent and other charges as provided herein, and to comply with all covenants, conditions, provisions, and obligations of this Lease for the period of time that EDCB holds over. Further, in the event of such a holdover, EDCB shall be entitled to possession until CITY gives EDCB ten (10) days notice that such month to month tenancy shall be terminated.

5. **Rental.**

A. The EDCB and the City agree the rental rate for the meeting space and non exclusive office space shall be six thousand Dollars (\$6,000.00) per year.

B. The EDCB and the City agree to a discounted rate of five thousand Dollars (\$5,000.00) per year, conditioned on the EDCB prepaying the full seven year term of the lease in advance, for a total amount payable in advance of thirty five thousand Dollars (\$35,000.00) as of the date of

total amount payable in advance of thirty five thousand Dollars (\$35,000.00) as of the date of execution of this Lease Agreement. Payment shall be made to the City Secretary located at the City of Lavon City Hall or at such other place that CITY shall designate in writing to EDCB within 30 days of the execution of this Lease Agreement..

C. In the event that CITY accepts payment from EDCB for an amount less than the full amount due, such lesser amount shall be treated as payment on account.

D. In the event that CITY accepts a check from EDCB for an amount less than the full amount due, and such check contains an endorsement or statement thereon that such lesser amount is payment in full, such endorsement or statement shall be of no force or effect, and CITY may accept and negotiate such check without prejudice to any other rights or remedies which CITY may have against EDCB.

6. **Security Deposit.**

A. At the same time as EDCB pays the first rental installment, EDCB shall deposit with CITY a "Security Deposit" in the amount of zero Dollars (\$0.00). CITY shall hold such funds, in compliance with the laws of the State of Texas, as security for the full faith and performance by EDCB of all the terms, covenants, and conditions of this Lease. CITY shall apply such funds to all damages and expenses allowed by the laws of the State of Texas, and shall return such funds, or such portion of said funds as are not applied to damages and expenses, to EDCB at the end of this Lease, all in accordance with the laws of the State of Texas.

7. **Landlord's Lien.**

A. EDCB acknowledges that CITY has the right, to the full extent allowed by Texas law, to hold and sell with due legal notice all property on or to be brought on the leased premises in order satisfy unpaid rent, expenses, and utilities.

B. EDCB shall not remove, cause to be removed, or allow to be removed, any property brought onto the leased premises, other than in the ordinary course of business, so long as EDCB is in default in the terms of this Lease.

8. **Late Charges.**

EDCB shall pay to CITY a late charge in the amount of one hundred Dollars (\$100.00) if CITY has not received the full amount of rent due within 15 days after the date any rent installment is due.

9. **Use of Premises.**

A. The EDCB will provide written notice will be provided by EDCB to the CITY indicating that the Leased Space meets the specifications set forth in this Lease Agreement.

C. This Lease authorize and EDCB agrees that this is a non exclusive lease and that other persons or entities will have equal or greater access to the faculties, equipment and space than that exercised by the EDCB.

D. This Lease authorizes the Lavon Economic Development Corporation Board, its Officers, Board of Directors, employees, contractors, and invited guests to use the following Meeting Space as outlined herein:

1) Use of Meeting Space within a facility under ownership or control of the City of Lavon for the Board's regularly scheduled meetings. The EDCB shall have first right to use of the Meeting Space for regular scheduled meetings, except that the CITY may also schedule other meetings or uses in other areas of the facilities on the same date and time as the EDCB meeting. The EDCB shall notify the City Secretary and City Manager of each meeting at least five (5) days in advance of the meeting.

2) Use of Meeting Space within a facility under ownership or control of the City of Lavon for the Board's called or special meetings. The CITY shall utilize a "first scheduled first authorized" right to use of the meeting space for called or special meetings. The CITY may also schedule other meetings or uses in other areas of the facilities on the same date and time as the EDCB meeting. The EDCB shall notify the City Secretary and City Manager of each meeting at least five (5) days in advance of the meeting.

3) Use of conference room(s) within a facility under ownership or control of the City of Lavon for Board Members to conduct EDCB related business meetings. The CITY shall utilize a "first scheduled first authorized" right to use of the conference room. The CITY may also schedule other meetings or uses in other areas of the facilities on the same date and time as the EDCB meeting. The EDCB shall request use of the conference room from the City Secretary's office and City Manager's office. Each office shall respond in a timely manner indicating whether or not the space has been secured for another use at the requested time.

E. This Lease authorizes the Lavon Economic Development Board, its Officers, Board of Directors, employees, contractors, and invited guests to use the following non exclusive office space as outlined herein:

1) The CITY shall provide one four (4) drawer or larger filing cabinet within a facility under ownership or control of the City of Lavon for the EDCB to store EDCB related business documents.

2) The CITY shall provide access to one non-exclusive use desk, telephone and internet connection within a facility under ownership or control of the City of Lavon for the individual Board Members to conduct EDCB related business. The CITY shall also provide internet access via an industry standard wireless connection for use by EDCB members while they are utilizing the Lease Space. As this use is non exclusive, the City Manager's office may assign multiple persons or departments to use the same desk, telephone and internet connection. The desk, telephone and internet connection shall be available for use by individual Officers, Directors, employees, contractors, and invited guests whenever not in use by other person authorized by the City Managers office.

3) The EDCB shall have the right to install dedicated phone line for exclusive use by the EDCB at their own expense. The City Manager shall designate where the phone shall be located.

The EDCB agrees to turn the ringer for such phone to the off position at all times there is not an employee present to answer the phone.

F. The EDCB agrees to:

1) To repair damages reasonably deemed to be caused by the EDCB at EDCB's own expense, except repairs which are the duty of CITY.

2) To perform, fully obey, and comply with all ordinances rules, regulations, and laws of the CITY, boards, and offices relating to the use of the leased premises in so far as such ordinances, rules, regulations, and laws of the CITY, boards, and offices do not conflict with this Lease Agreement..

3) To not make any occupancy of the leased premises

a. contrary to law,

b. contrary to any directions, rules, regulations, regulatory bodies, or officials having jurisdiction over the leased premises, or

c. that is injurious to any person or property.

5) To not use the leased premises for living quarters or residence.

G. CITY shall make all repairs to the leased premises, except for repairs where the need for such repair did arise from or were caused by the negligence or willful act of EDCB, its agents, officers, employees, licensees, invitees, or contractors shall be the responsibility of EDCB. If CITY pays for any repair that is the responsibility of EDCB, EDCB shall reimburse CITY for the actual reasonable costs incurred by City.

H. EDCB shall give CITY notice of the necessity for any repair for which CITY is responsible.

I. Notwithstanding the forgoing, EDCB shall not use the leased premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

J. CITY shall be responsible for ensuring that the Leased Space the premises in which the Leased Space is contained, and the other features such as parking lots, sidewalks, stairways, ramps, etc. are in compliance with all laws, ordinances, regulations whether Local, State, or Federal with respect to safety, construction, access, or other relevant conditions.

10. **Sublease and Assignment.**

EDCB shall not sublease all or any part of the leased premises, or assign this Lease in whole or in part, voluntarily or involuntarily, without CITY's prior written consent.

11. **Alterations and Improvements.**

A. EDCB shall make no changes, improvements, alterations, or additions to the leased premises unless such changes, improvements, alterations, or additions:

- 1) Are first approved in writing by CITY.
- 2) Are not in violation of restrictions placed on CITY by lenders or other third parties.
- 3) Will not materially alter the character of the leased premises.
- 4) Will not substantially lessen the value of the leased premises.
- 5) Are made in a workmanlike manner, utilizing good quality materials.

B. EDCB shall not have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the leased premises, and fasten the same to the premises.

C. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by EDCB at the commencement of the Lease term or placed or installed on the leased premises by EDCB thereafter, shall remain EDCB's property free and clear of any claim by CITY. EDCB shall have the right to remove the same at any time during the term of this Lease provided that all damage to the leased premises caused by such removal shall be repaired by EDCB at EDCB's expense.

D. All improvements made by EDCB to the leased premises which are so attached to the leased premises that they cannot be removed without material injury to the leased premises, shall become the property of the CITY upon installation.

E. Not later than the last day of the Term, EDCB shall, at EDCB's sole expense

- 1) Remove all of EDCB's personal property and those improvements made by EDCB which have not become the property of CITY, including trade fixtures, cabinetwork, movable paneling, partitions, and the like,
- 2) Repair all injury done by or in connection with the installation or removal of such property and improvements, and

F. All property remaining on the leased premises after the last day of the Term of this Lease shall be conclusively deemed abandoned and may be removed by CITY. EDCB shall reimburse CITY for the actual reasonable cost of such removal.

**12. Property Taxes.**

A. CITY is a tax exempt entity and as such pays no property taxes..

B. EDCB shall be responsible for paying all personal property taxes with respect to EDCB's personal property at the leased premises.

**13. CITY Not Liable for Injury or Damage.**

CITY shall not be liable for any injury or damage to any person or to any property at any time on the leased premises arising from any cause whatsoever that may, at any time, exist from the use or condition of the lease premises unless such injury or damage is due to negligence on the part of the CITY.

**14. Insurance.**

A. CITY shall maintain fire and extended coverage insurance on the leased premises in such amounts as CITY shall deem appropriate. EDCB shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the leased premises.

B. If the leased premises are damaged by fire or other casualty resulting from any act or negligence of EDCB or any of EDCB's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and EDCB shall be responsible for the actual and reasonable costs of repair not covered by insurance.

C. CITY shall maintain fire and extended coverage insurance on the leased premises in such amounts as CITY shall deem appropriate. EDCB shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the leased premises.

D. EDCB shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the property and the business operated by EDCB on the property. The limits of general liability shall be at the discretion of the EDCB, naming CITY as additional insured.

15. **Utilities.**

A. CITY shall pay for all charges for utilities for the premises.

B. EDCB acknowledges that the leased premises are designed to provide standard office use electrical facilities and standard office lighting. EDCB shall not use any equipment or devices that utilize excessive electrical energy or which may, in CITY's reasonable opinion, overload the wiring or interfere with electrical services to other EDCBs.

16. **Signs.**

A. With CITY's prior consent, EDCB shall have the right to place on the leased premises, at locations selected by CITY, any signs which are permitted by applicable zoning ordinances. CITY may refuse consent to any proposed signage that is in CITY's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the leased premises.

B. CITY shall assist and cooperate with EDCB in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for EDCB to place or construct the foregoing signs.

C. EDCB shall repair all damage to the leased premises resulting from the removal of signs installed by EDCB.

17. **Entry by CITY.**

CITY, its agents, and employees, shall have the right to enter upon the leased premises at any time and for any purpose.

18. **Parking.**

A. EDCB shall have the non-exclusive use in common with CITY, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by CITY.

B. CITY reserves the right to designate parking areas within the leased premises or in reasonable proximity thereto, for the exclusive use of by persons or entities designated by the CITY.

C. Adequate parking for meeting participants and spectators shall be provided by the CITY within reasonable walking distance to the Meeting Space. Such parking shall either be paved or suitably graded such that vehicles and pedestrians will be capable of entering and exiting the parking without assistance.

**19. Rules.**

EDCB will comply with the rules of the leased premises adopted and modified by CITY from time to time and will cause all of its agents, employees, invitees and visitors to do so. The rules for the Leased premises are contained in the current and future: Lavon Code of Regulations; rules, orders or directives of the City Manager; and Ordinances, Resolutions, orders and directives of the City Council for the City of Lavon and are incorporated herein for all purposes. By executing this lease the CITY certifies to the EDCB that at the time of execution of this Lease Agreement, that this Lease Agreement is fully in compliance with the Lavon Code of Regulations; rules, orders or directives of the City Manager, and Ordinances Resolutions, orders and directives of the City Council for the City of Lavon.

Should the Lavon Code of Regulations; rules, orders or directives of the City Manager, and Ordinances Resolutions, orders and directives of the City Council for the City of Lavon at any point in the future be in conflict with any of the terms of this Lease Agreement the City and EDCB will work diligently to resolve such conflict. Should the conflict not be resolved within ninety (90) days, either party may terminate the Lease Agreement at its option and receive a pro-rated refund of its Rental from the date of such termination to the end of the Lease Term. Such pro-ration shall use a monthly calculation.

**20. Default.**

A. Each of the following shall be deemed an event of default:

- 1) Default in the payment of rent or other payments called for in this Lease.
- 2) EDCB's default in the performance or observance of any covenant or condition of this Lease Agreement.
- 3) CITY's default in the performance or observance of any covenant of this Lease Agreement.
- 4) Filing or execution or occurrence of:
  - a. Filing a Petition in Bankruptcy by or against EDCB.

b. Filing a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act.

c. Adjudication of EDCB as a bankrupt or insolvent, or insolvency in the bankruptcy equity sense.

d. Assignment for the benefit of creditors whether by trust, mortgage, or otherwise.

e. Petition or other proceeding by or against EDCB for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator of EDCB with respect to all or substantially all its property.

f. Petition or other proceeding by or against EDCB for its dissolution or liquidation, or the taking of possession of the property of EDCB by any governmental authority in connection with dissolution or liquidation.

B. If an event of default shall be made by any party to this Lease, the other party, prior to the institution of legal proceedings, CITY shall provide written notice to the defaulting party as follows;

1) The other party shall give written notice to the defaulting party any of the following methods:

a. Hand delivery,

b. U.S. Certified Mail, Return Receipt Requested,

c. Only if EDCB is the defaulting party, by posting the written notice on the front door of the leased premises.

2) The written notice shall set forth the nature of the alleged default in the performance of the terms of this Lease.

3) The written notice shall contain a description of the actions(s) the defaulting party must perform to cure the alleged default and the date by which the default must be cured.

**21. Termination for Default.**

Without waiving any other right or remedy which CITY may have pursuant to this Lease or Texas law, when an event of default occurs, and after CITY shall have given proper notice as described in this Lease Agreement, CITY may, at its option, terminate this Lease as follows:

A. CITY shall give notice to EDCB that this Lease is terminated upon the date specified in the notice, which date shall not be earlier than ten (10) days after delivery of such notice.

B. The Notice of Termination shall include the character of the default, the address of the leased premises, notification of termination, date on which EDCB must vacate, and CITY or CITY's agent's signature.

22. **Acceleration for Default.**

A. In the event that CITY terminates this Lease, the entire remaining balance of unpaid rent for the remaining term of the lease shall accelerate, and the entire sum shall become immediately due and payable.

B. To the extent allowed by Texas law, CITY may apply EDCB's security deposit as a partial offset to satisfaction of the accelerated rent.

23. **Repossession.**

Upon termination of this Lease as provided therein, or pursuant to statute, or by summary proceedings, or otherwise, CITY may enter the leased premises, without further demand or notice, and resume possession of the leased premises. Such re-entry, or resumption of possession, or reletting as provided in this Lease Agreement be deemed to be acceptance or surrender of this Lease Agreement or a waiver of CITY's rights or remedies.

24. **Reletting.**

In the event CITY terminates this Lease, as provided herein, CITY shall use reasonable efforts to relet the premises.

25. **Damages.**

If CITY terminates this Lease for cause, EDCB shall pay to CITY, the following:

- 1) All rent and other payments accrued to the date of such termination and a proportionate part of the rent otherwise payable for the month in which such termination occurs.
- 2) Reasonable and actual attorneys' fees and other costs.

26. **CITY's Choice of Remedies.**

If CITY receives rent after default, or after judgment, or after execution, such receipt shall not deprive CITY of other actions against EDCB for possession, rent, or damages. All remedies are non-exclusive and can be exercised concurrently or separately.

27. **Quiet Possession.**

CITY agrees that EDCB, upon performance by EDCB of all of its obligations hereunder, shall have non-exclusive possession of the leased premises during the term of this Lease.

28. **Condemnation.**

If any legally constituted authority condemns the lease premises or such part thereof which shall make the leased premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and CITY and EDCB shall account for rental as of that date.

29. **Subordination.**

EDCB accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the leased premises, or upon the Leased premises

and to any renewals, refinancing and extensions thereof, but EDCB agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. CITY is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the leased premises, and EDCB agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as CITY may request. In the event that EDCB should fail to execute any instrument of subordination herein required to be executed by EDCB promptly as requested, EDCB hereby irrevocably constitutes CITY as its attorney-in-fact to execute such instrument in EDCB's name, place and stead, it being agreed that such power is one coupled with an interest. EDCB agrees that it will from time to time upon request by CITY execute and deliver to such persons as CITY shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that CITY is not in default hereunder (or if EDCB alleges a default stating the nature of such alleged default) and further stating such other matters as CITY shall reasonably require.

**30. Waiver of Nonperformance.**

In the event that EDCB shall fail to perform any covenant, condition, provision, or obligation imposed by Texas law or by the terms of this Lease, and CITY subsequently fails to exercise any rights under Texas law or under this Lease, such failure shall not be considered a waiver, nor shall any waiver of nonperformance of any such condition, covenant, provision, or obligation by CITY be construed as a waiver of CITY's rights as to any subsequent nonperformance.

**31. Attorneys' Fees.**

In the event either party shall fail to comply with any of the covenants, conditions, obligations, rules, or regulations imposed by this Lease or the laws of the state of Texas, and suit is brought for damages or enforcement, the losing party shall pay to the prevailing party reasonable attorneys' fees, costs, and expenses incurred in prosecuting these suits.

**32. Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to CITY to:

City Of Lavon  
Attention City Secretary  
P.O Box 340  
Lavon, Texas 75166

If to EDCB to:

Lavon Economic Development Corporation  
Attention Board President  
P.O Box 340  
Lavon, Texas 75166

CITY and EDCB shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

33. **Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

34. **Successors.**

The provisions of this Lease shall extend to and be binding upon CITY and EDCB and their respective legal representatives, successors and assigns.

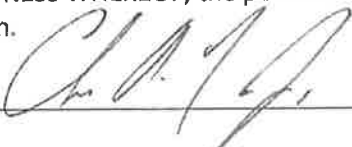
35. **Final Agreement.**


This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

36. **Governing Law.**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

  
\_\_\_\_\_  
Date CITY 12/1/2011  
The Honorable Charles Teske, Mayor  
City of Lavon

  
\_\_\_\_\_  
Date EDCB 12/1/2011  
David Piekarski, President  
Lavon Economic Development Corporation Board



# CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: April 2, 2019

ITEM: 8

**Item:**

**WORK SESSION** - Discussion regarding thoroughfare planning.

**Background:**

The Thoroughfare Plan provides a long-range planning tool that identifies and illustrates the location and type of roadway facilities needed to meet projected long-term growth within the area. The Thoroughfare Plan allows the City to preserve future corridors for transportation system development as the need arises.

The City Council last approved a Thoroughfare System Map in 2005. In January 2018, the City contracted with Lee Engineering for the preparation of an update to the 2005 Thoroughfare Plan. Lee Engineering prepared a draft plan almost a year ago that has not been finalized by the City due to delays related to regional transportation discussions and the Collin County Strategic Roadway Plan process. Although the regional discussions have not yet resolved, the Thoroughfare Plan is now presented for discussion and consideration.

The Planning and Zoning Commission is undertaking an update to the Comprehensive Plan and it is anticipated that the Thoroughfare Plan will be incorporated into the Comprehensive Plan and will be coordinated with the Future Land Use Plan.

**Financial Implication:**

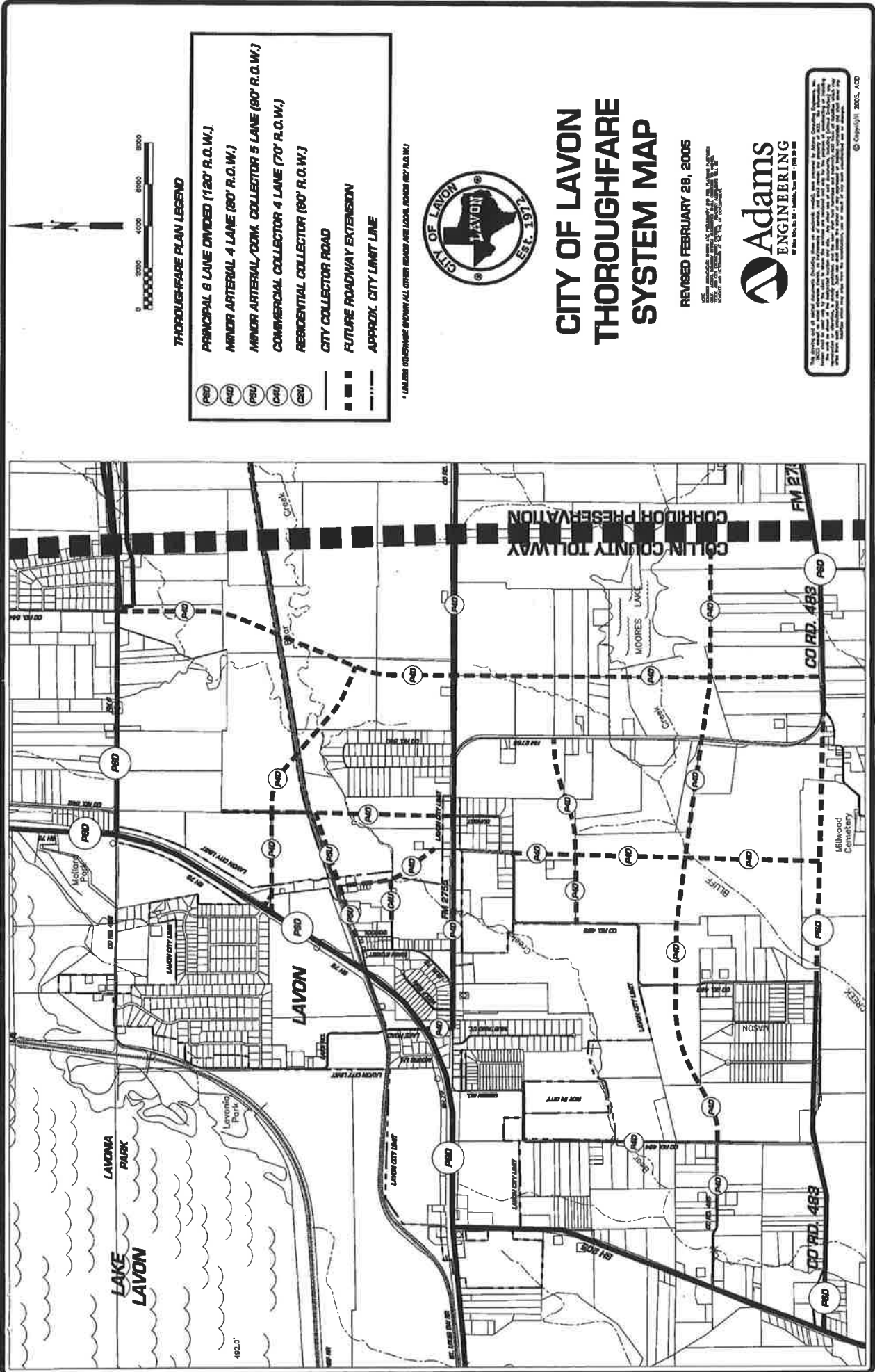
There are no immediate financial implications for the City related to the consideration and adoption of an updated Thoroughfare Plan. That said, it is prudent to note that the right-of-way cross sections on the thoroughfare plan could potentially and quite likely require right of way acquisition funding and road construction capital funding in the future.

**Attachments:**

1. Lavon 2005 Thoroughfare System Map
2. Ordinance No. 2005-03-01 adopting 2005 Thoroughfare System Map
3. DRAFT Thoroughfare Plan

March 29, 2019

*Map of Exhibits A & B Attached*



**THOROUGHFARE PLAN LEGEND**

- (P6D) PRINCIPAL 6 LANE DIVIDED (150' R.O.W.)
- (PA4) MINOR ARTERIAL 4 LANE (80' R.O.W.)
- (PA5) MINOR ARTERIAL/COMM. COLLECTOR 5 LANE (80' R.O.W.)
- (CA4) COMMERCIAL COLLECTOR 4 LANE (70' R.O.W.)
- (CR4) RESIDENTIAL COLLECTOR (80' R.O.W.)
- CITY COLLECTOR ROAD
- FUTURE ROADWAY EXTENSION
- APPROX. CITY LIMIT LINE

\* LANEED OTHERWISE SHOWN ALL OTHER ROADS ARE LOCAL ROADS (80' R.O.W.)



# CITY OF LAVON THOROUGHFARE SYSTEM MAP

REVISED FEBRUARY 28, 2005

ALL RIGHTS RESERVED. NO PART OF THIS MAP MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM ADAMS ENGINEERING.



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**ORIGINAL**

**ORDINANCE NO. 2005-03-01**

**AN ORDINANCE ADOPTING THE LAVON THOROUGHFARE PLAN; FINDING AND DETERMINING THAT A PUBLIC HEARING WAS CONDUCTED; FINDING AND DETERMINING THAT THE PLANNING AND ZONING COMMISSION REVIEWED AND RECOMMENDED THE THOROUGHFARE PLAN; AND THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW**

**WHEREAS**, a Thoroughfare Plan determines existing and future transportation corridors; and

**WHEREAS**, a Thoroughfare Plan serves to improve and enhance residential, commercial, and industrial development, promote logical land use patterns, and to have streets utilized for their designed purpose and capacities; and

**WHEREAS**, a Thoroughfare Plan serves to limit the potential for congestion, provides enhanced safety, and is a determinant of land use location by providing infrastructure capable of serving and growing with the City; and

**WHEREAS**, the Planning and Zoning Commission has reviewed and recommended the proposed Thoroughfare Plan; and

**WHEREAS**, the City Council of the City of Lavon, Texas, deems that the proposed Thoroughfare Plan is and will be in the public interest.

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

**SECTION 1.** The Thoroughfare Plan attached as Exhibit "A" incorporated herein as part of this Ordinance is hereby adopted as the official Thoroughfare Plan, part of the comprehensive plan of the City of Lavon, Texas.

**SECTION 2.** It is hereby officially found and determined that, prior to passing this ordinance, a public hearing was conducted at which the public was given the opportunity to give testimony and present written evidence, and that the Thoroughfare Plan was reviewed by the Planning and Zoning Commission, as required by law.

**SECTION 3.** It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public, as required by law.

**PASSED AND APPROVED** this the 3<sup>RD</sup> day of March 2005.

  
\_\_\_\_\_  
Steve Parker, Mayor

**ATTEST:**

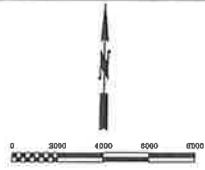
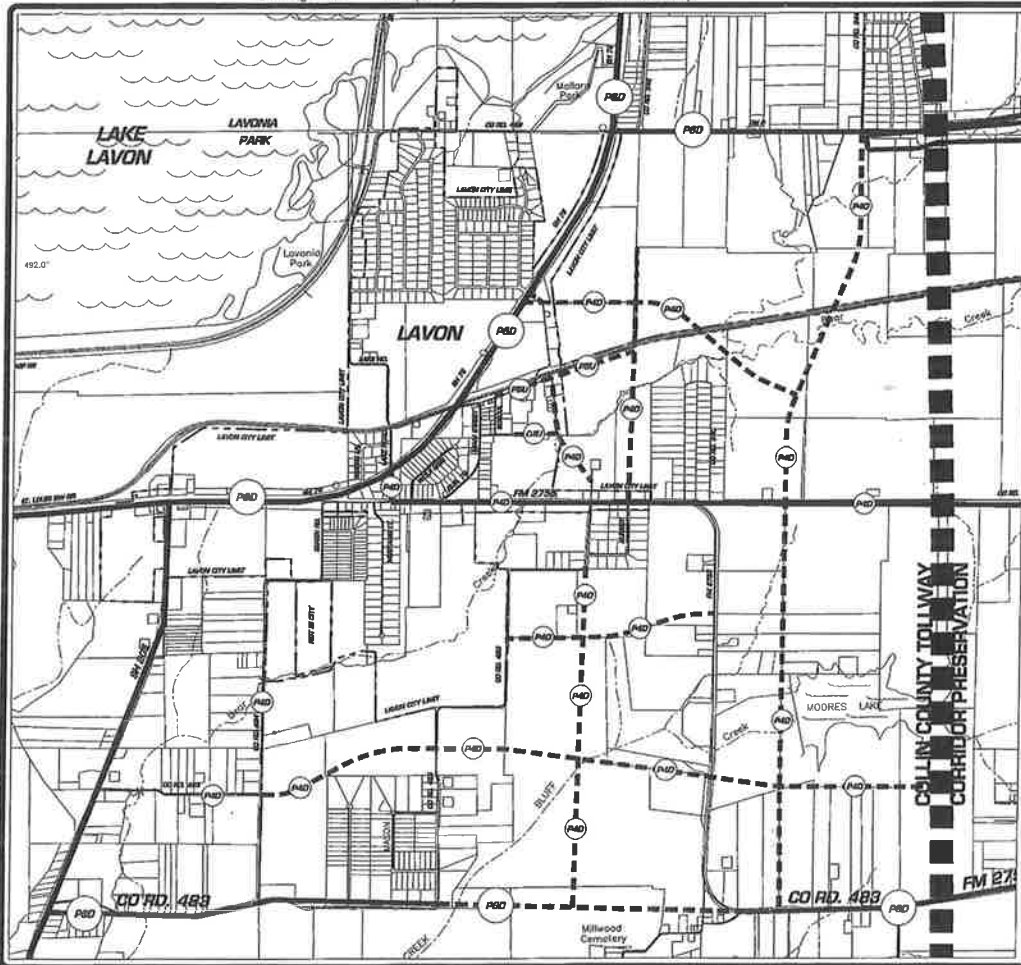
Rosa Stovall  
Rosa Stovall, City Secretary



**APPROVED:**

Andy Messer  
Andy Messer, City Attorney

*Original Map w/ Exhibits A & B Attached*



**THOROUGHFARE PLAN LEGEND**

(P6D)	PRINCIPAL 6 LANE DIVIDED (120' R.O.W.)
(M4D)	MINOR ARTERIAL 4 LANE (80' R.O.W.)
(M3D)	MINOR ARTERIAL/COM. COLLECTOR 3 LANE (80' R.O.W.)
(C4D)	COMMERCIAL COLLECTOR 4 LANE (70' R.O.W.)
(R3D)	RESIDENTIAL COLLECTOR (80' R.O.W.)
—	CITY COLLECTOR ROAD
—	FUTURE ROADWAY EXTENSION
---	APPROX. CITY LIMIT LINE

\* UNLESS OTHERWISE DESIGNATED ALL OTHER ROADS ARE LOCAL ROADS (60' R.O.W.)



## CITY OF LAVON THOROUGHFARE SYSTEM MAP

REVISED FEBRUARY 28, 2005

THIS MAP WAS PREPARED BY ADAMS ENGINEERING, INC. FOR THE CITY OF LAVON. THE CITY OF LAVON IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS MAP.



The design and construction of this map were prepared by Adams Engineering, Inc. under contract to the City of Lavon. The City of Lavon is not responsible for any errors or omissions in this map. This map was prepared by Adams Engineering, Inc. for the City of Lavon. The City of Lavon is not responsible for any errors or omissions in this map. This map was prepared by Adams Engineering, Inc. for the City of Lavon. The City of Lavon is not responsible for any errors or omissions in this map.

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# City of Lavon

## Roadway Classification

### Page 2

#### **Principal Arterials 120' R.O.W. (P6D) –**

This six-lane divided section is intended to carry as many as 45-50,000 vehicles per day. They serve through traffic and are designed to operate at relatively high speeds between 40 and 50 miles per hour. Access should be limited and median openings should be at least 600 feet apart. Wider parkways may be desirable to provide for hike and bike trails. Right of way should be flared to 130 feet at intersections with other arterial streets to allow for dual left turn lanes.

#### **Minor Arterials 90' R.O.W. (P4D) –**

This four-lane divided section is intended to can carry between 25-30,000 vehicles per day. They serve through and local traffic and are designed to operate at moderate speeds between 35 and 45 miles per hour. Access should be some what limited with median openings at least 450 feet apart. Right of way should be flared to 100 feet at intersections with other arterial streets to allow for dual left turn lanes.

#### **Minor Arterial / Commercial Collectors 90' R.O.W. (P5U) –**

This five-lane undivided section is similar to the Minor Arterial except with more local property access. Should be used where adequate access to business drives and city streets cannot be provided with a divided roadway.

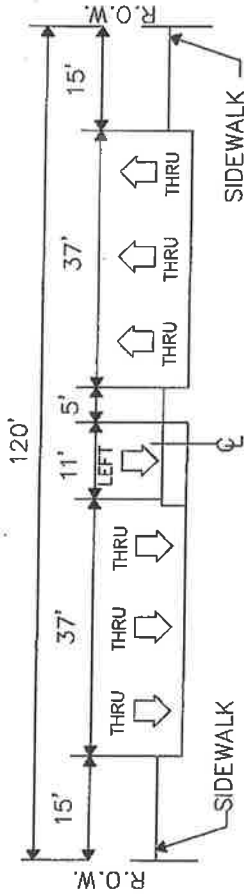
#### **Commercial Collectors 70' R.O.W. (C4U) –**

This four-lane undivided section is intended to serve commercial areas with numerous driveways. Commercial Collectors should not be used in areas that are expected to carry high volumes of through traffic as left turn conflicts will cause significant operational problems.

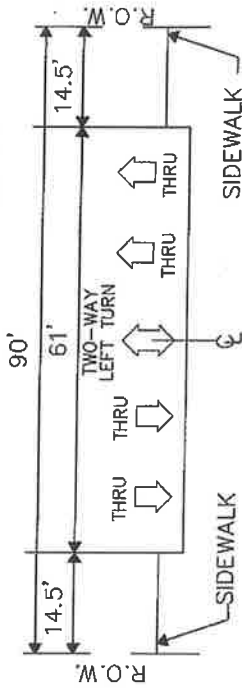
#### **Residential Collectors 60' R.O.W. (C2U) –**

This two-lane undivided section is intended to serve residential areas. They collect traffic from local streets and connect to Arterials. The section can be striped for two through lanes with parking on allowed on both sides or as a three lane sections if frequent intersections generate significant left turn volumes.

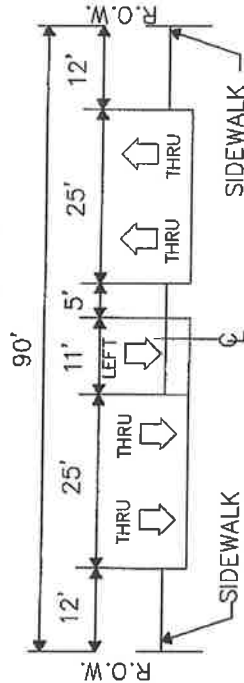
**PRINCIPAL ARTERIAL - P6D**



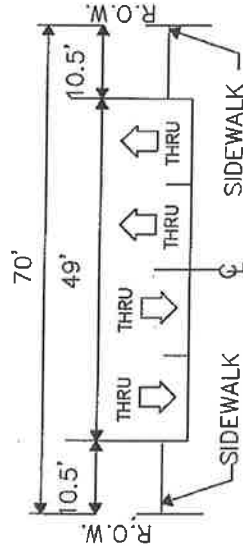
**MINOR ARTERIAL/COMMERCIAL COLLECTOR - P5U**



**MINOR ARTERIAL - P4D**



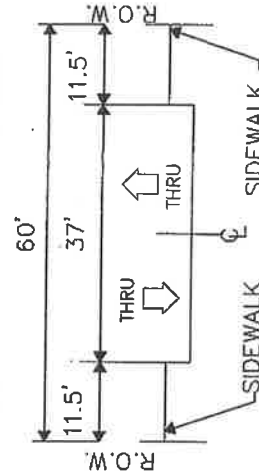
**COMMERCIAL COLLECTOR - C4U**



NOTE:

ALL DIMENSIONS SHOWN ARE MEASURED BACK-OF-CURB TO BACK-OF-CURB.

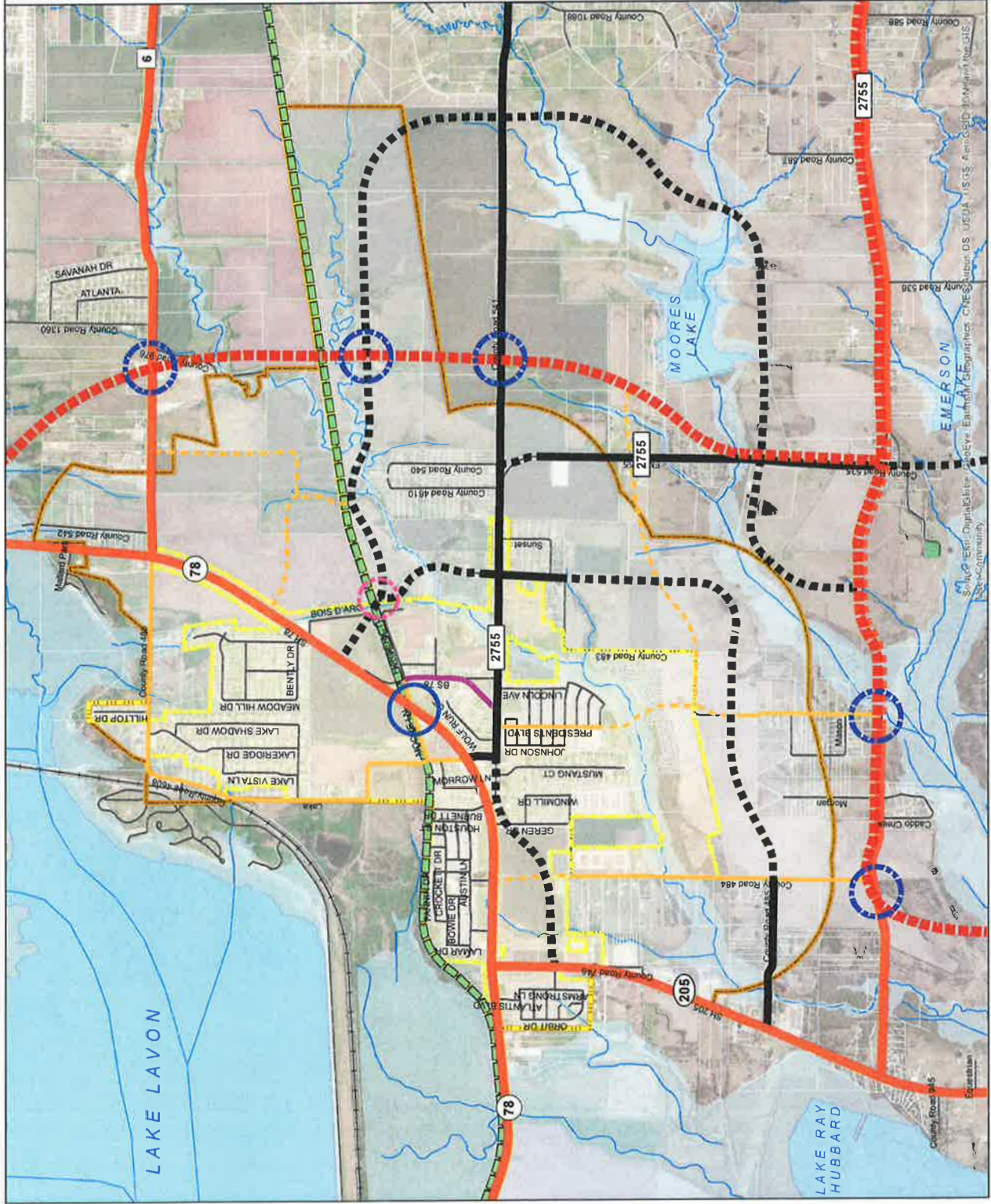
**RESIDENTIAL COLLECTOR - C2U**



**CITY OF LAVON  
RECOMMENDED STANDARD  
ROADWAY CROSS SECTIONS**

\* SEE NCTCOG "THOROUGHFARE PLANNING AND DESIGN GUIDELINES" FOR GEOMETRIC DESIGN GUIDELINES.





**Legend**

**Thoroughfare Classification**

- Existing Proposed
- Future Collin County Thoroughfare (200' ROW)
- Principal 6 Lane Divided (P6D) (120' ROW)
- Minor Arterial 4 Lane Divided (P4D) (60' ROW)
- Commercial Collector 4 Lane (C4U) (70' ROW)
- Residential Collector (C2U) (60' ROW)
- NETEX Transportation Corridor

- Existing Grade Separation
- Proposed Grade Separation
- Proposed Roundabout
- Railroad
- City Limits
- ETJ Boundary
- Lakes
- Floodplain
- Rivers and Streams

**CITY OF LAVON  
THOROUGHFARE PLAN**

DRAFT EXHIBIT  
REVISED MARCH 28, 2019  
LEE ENGINEERING

NOTE: ROADWAY ALIGNMENTS SHOWN ARE PRELIMINARY AND FOR PLANNING PURPOSES ONLY. ACTUAL ROADWAY SYSTEM ALIGNMENTS SHALL CONFORM TO THE CITY OF LAVON DESIGN STANDARDS AND SHALL BE REVIEWED AND DETERMINED AT THE TIME OF DEVELOPMENT.