



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

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. PRESENTATIONS

Proclamation – Motorcycle Safety and Awareness Month

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 April 2, 2019 meeting.

B. Approve a correction to the approved minutes of the March 19, 2019 meeting.

7. ITEMS FOR CONSIDERATION

A. Discussion and action regarding Resolution No. 2019-05-01 authorizing the Mayor to execute a Municipal Services Agreement with First Bank Farmersville dba Independent Bank, for the purpose of offering municipal services for property described as Abstract Number 63 in the W. H. Moore Survey, containing 1.684 acres, a part of which is located in the corporate limits of the City of Lavon Collin County, Texas to be annexed into the corporate limits of the City of Lavon, Texas; calling for two public hearings.

B. Discussion and action regarding Resolution No. 2019-05-02 authorizing the Mayor to execute a facilities development agreement for Traditions, Phase 2 addition.

C. Discussion and action regarding Resolution No. 2019-05-03 authorizing the Mayor to execute a professional services agreement with Birkhoff, Hendricks & Carter, LLP for professional engineering services related to the City of Lavon Stormwater Management Program; and providing an effective date.

D. Discussion and action regarding Ordinance No. 2019-05-01 amending Article 1.04 “Taxation” of the Code of Ordinances to authorize the levy of a tax on all telecommunications services sold in the city; providing a cumulative clause; providing a severability clause; providing for publication and providing an effective date.

E. Discussion and action regarding Ordinance No. 2019-05-02 amending Ordinance No. 2018-09-02 that approved and adopted a budget for the City for the fiscal year October 1, 2018 through September 30, 2019 to amend adopted revenues and expenditures of the budget; and providing an effective date.

- F. Discussion and action regarding board and commission appointments – Planning and Zoning Commission, Lavon Economic Development Corporation (LEDC) Board of Directors, LVFD Board of Directors and IFC Building Board of Appeals.
- G. Receive information from Pastor Brad Patterson, First Baptist Church of Lavon, discussion and action regarding drainage along Business 78 and in the vicinity of the church.

8. 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.

- May 21, 2019

9. PRESIDING OFFICER TO ADJOURN THE CITY COUNCIL MEETING

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

This is to certify that this Agenda was duly posted at City Hall and on the City's website at www.cityoflavon.com on or before 6:00 PM on May 3, 2019.



Kim Dobbs, City Administrator | City Secretary



PROCLAMATION CITY OF LAVON, TEXAS

WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country; and

WHEREAS, motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and

WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and, most of all, fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

WHEREAS, it is important for all to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve;

NOW, THEREFORE I, Vicki Sanson, Mayor of the City of Lavon do hereby proclaim the month of May, as Motorcycle Safety and Awareness Month in this city. Further, I urge all residents to do their part to increase safety and awareness in our community.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City to be affixed this 7th day of May 2019.





Vicki Sanson, Mayor



**MINUTES
APRIL 16, 2019
LAVON CITY COUNCIL
REGULAR MEETING
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS
7:00 P.M.**

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

1. **MAYOR SANSON CALLED THE MEETING TO ORDER AT 7:00 P.M. AND ANNOUNCED A QUORUM PRESENT.**
2. **MAYOR SANSON LED THE RECITATION OF THE PLEDGE OF ALLEGIANCE AND DIRECTOR OF PUBLIC WORKS SONNY MANCIAS DELIVERED THE INVOCATION.**

3. **PRESENTATIONS**

- A. Mayor Sanson presented a proclamation to Paul Redmon, Atmos Energy Crew Foreman, to recognize April 2019 as National Safe Digging Month. Mr. Redmon presented information on the importance of calling before you dig.

4. **CITIZENS COMMENTS**

There were no citizens comments.

5. **ITEMS OF INTEREST/COMMUNICATIONS**

- 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
- Ms. Wright complimented everyone's efforts with the Small Business Bazaar and noted that the next LEDC Small Business Bazaar is set for November 16, 2019.
- Mayor Sanson recognized that there had been many outstanding achievements of the students, staff and administration of Community Independent School District (CISD) and highlighted specific accomplishments that have happened recently, specifically that the CISD boys and girls soccer team made the play-offs, Stefani Norton placed 3rd, Emily Tapia placed 5th and Lane Anthony placed 6th at the State Powerlifting meets. Chief Anthony added that the boys baseball team had an undefeated season and are heading into playoffs.

6. **CONSENT AGENDA**

- A. **Approve the minutes of the April 2, 2019 meeting as amended.**
- B. **Accept the Heritage Public Improvement District #1 Assessment Report Summary dated 3/31/2019 and authorize the payment of invoices included therein.**

MOTION: APPROVE THE CONSENT AGENDA.

MOTION MADE: WRIGHT

SECONDED: COOK

APPROVED: UNANIMOUS

7. **ITEMS FOR CONSIDERATION**

- A. **Discussion and action regarding Ordinance No. 2019-04-01, amending the Code of Ordinances of the City of Lavon, Texas to add Chapter 13, to be entitled "Environmental Protection and**

Compliance”, Article 13.01, “General Provisions”, and Article 13.02 “Stormwater Protection” in order to establish methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) of the City of Lavon in order to comply with requirements of the Texas Pollutant Discharge Eliminations System (TPDES) Permit Process; Providing a penalty; providing for repealing, savings and severability clauses; providing for publication; and providing for an effective date of this ordinance.

Ms. Dobbs provided an update regarding the Stormwater Management program and recent review from the Texas Commission on Environmental Quality (TCEQ). She noted that the review identified some regulatory areas in need of action or updating. Ms. Serkland inquired about compliance efforts. City Engineer Mark Hill added that regulations such as the proposed ordinance provide more detailed and specific requirements than the current ordinances.

MOTION: APPROVE ORDINANCE NO. 2019-04-01 TO AMEND THE CODE OF ORDINANCES OF THE CITY OF LAVON, TEXAS TO ADD CHAPTER 13, TO BE ENTITLED “ENVIRONMENTAL PROTECTION AND COMPLIANCE”, ARTICLE 13.01 “GENERAL PROVISIONS”, AND ARTICLE 13.02, “STORMWATER PROTECTION: IN ORDER TO ESTABLISH METHODS FOR CONTROLLING THE INTRODUCTION OF POLLUTANTS INTO THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) OF THE CITY OF LAVON IN ORDER TO COMPLY WITH REQUIREMENTS OF THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TPDES) PERMIT PROCESS; PROVIDING A PENALTY; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

MOTION MADE: KELL
SECONDED: DILL
APPROVED: UNANIMOUS

- B. Discussion and action regarding Ordinance No. 2019-04-02 amending Chapter 13 “Environmental Protection and Compliance” of the Code of Ordinances to add Article 13.03 “Post-Construction Stormwater” in order to establish methods for the management of post-construction stormwater; providing a penalty; providing for repealing, savings and severability clauses; providing for publication; and providing for an effective date of this ordinance.**

Ms. Dobbs explained that this ordinance provides specifically for those constructing in the City of Lavon. Mr. Mancias explained that the ordinance addresses the accountability of the developers and provides for the City to fine those that don’t comply with the Ordinance.

MOTION: APPROVE ORDINANCE NO. 2019-04-02 AMENDING CHAPTER 123 “ENVIRONMENTAL PROTECTION AND COMPLIANCE” OF THE CODE OF ORDINANCES TO ADD ARTICLE 13.03 “POST-CONSTRUCTION STORMWATER” IN ORDER TO ESTABLISH METHODS FOR THE MANAGEMENT OF POST-CONSTRUCTION STORMWATER; PROVIDING A PENALTY; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

MOTION MADE: DILL
SECONDED: SERKLAND
APPROVED: UNANIMOUS

- C. Discussion and action regarding Resolution 2019-04-04 adopting standard operation procedures for on-site illicit discharges and spills in coordination with stormwater planning efforts; and declaring an effective date.**

Ms. Dobbs provided information regarding the standard operating procedures (SOPs) that pertain to city owned and maintained facilities and noted the potential requirements for additional staff and consulting to satisfy the state-mandated requirements in the future.

MOTION: APPROVE RESOLUTION 2019-04-04 ADOPTING STANDARD OPERATING PROCEDURES FOR ON-SITE ILLICIT DISCHARGES AND SPILLS IN COORDINATION WITH STORMWATER PLANNING EFFORTS; AND DECLARING AN EFFECTIVE DATE.

MOTION MADE: SERKLAND
SECONDED: COOK
APPROVED: UNANIMOUS

- D. Discussion and action regarding Resolution 2019-04-05 authorizing the Mayor to execute a contract with Community Waste Disposal, LP for the collection of solid waste and recyclables and declaring an effective date.**

Ms. Dobbs reported that CWD is still working on the agreement and requested that the item be tabled until the May 7, 2019 meeting. No action was taken.

- E. Discussion and action regarding Resolution No. 2019-04-06 authorizing the Mayor to execute a First Amendment to Lease Agreement with the Lavon Economic Development Corporation; and declaring an effective date.**

Ms. Dobbs explained that the proposed amendment to the lease agreement has been reviewed by the Lavon Economic Development Corporation Board of Directors and the City Attorney and all are in agreement.

MOTION: APPROVE RESOLUTION NO. 2019-04-06 AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO LEASE AGREEMENT WITH THE LAVON ECONOMIC DEVELOPMENT CORPORATION; AND DECLARING AN EFFECTIVE DATE.

MOTION MADE: SERKLAND
SECONDED: COOK
APPROVED: UNANIMOUS

8. STAFF REPORTS

- A. Police Services** – Police Chief Mike Jones provided information and referenced the provided reports regarding traffic stops, calls for service and call breakout information and monthly reserve participation. Mayor Sanson commended the Police Department for giving more warnings than tickets. Mr. Jones stated the Police Department is more concerned with and committed to voluntary compliance.
- B. Fire Services** – Fire Chief Danny Anthony provided the LVFD call report which indicated 32 calls, the busiest month so far. Chief Anthony stated that the firefighters will be attending the LEDC Bazaar, Breakfast with the Bunny, First Baptist Church Easter Celebration and the Grand Heritage Easter Eggstravaganza. Mr. Anthony introduced LVFD member Tracy Filo and stated that she has taken over the Public Relations and is doing a great job. The City Council expressed appreciation for the community involvement of the LVFD.
- C. Public Works** – Mr. 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 recent drainage work done at the rear of the EOC/Fire Station/Fire Department, the work done to Burleson, Crocket, Childress and Windmill Dr, he also updated the council on the sidewalk work being done around the city.
- D. Administration** – Ms. Dobbs referred to and answered questions regarding the reports provided in the meeting packet regarding the Financial Outlook; Building Permits Report; CWD Recycling Reports; Collin County Monthly Tax Collection Report, Sales Tax Report, TexSTAR Newsletter; the TxDOT SH 205 Status Report, ATMOS RRM Filing, NCTCOG 2019 Population Estimate, Heritage PID filing confirmation for continued disclosure and Oncor Correspondence.

Mayor Sanson complimented the department heads and staff for their outstanding efforts and job well done.

9. CITY COUNCIL TO SET FUTURE MEETINGS AND AGENDAS.

- May 7, 2019 Regular Meeting at 7p.m.

10. 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 7th day of May 2019

Vicki Sanson
Mayor

ATTEST:

Kim Dobbs
City Administrator/City Secretary



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

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 382nd 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. 2019-03-03 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 Lavon, 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. 20198-03-03 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 2nd day of April 2019

Vicki Sanson
Mayor

ATTEST:

Kim Dobbs
City Administrator/City Secretary



CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: May 7, 2019

ITEM: 7 -A

Item:

Discussion and action regarding Resolution No. 2019-05-01 authorizing the Mayor to execute a Municipal Services Agreement with First Bank Farmersville dba as Independent Bank, for the purpose of offering municipal services for property described as W. H. Moore Survey, Abstract 063, Sheet 2, Tract 13 situated at 1009 S. State Highway 78, consisting of 1.684 acres in Collin County, Texas to be annexed into the corporate limits of the City of Lavon, Texas; calling for two public hearings.

Background:

First Farmersville Bank dba Independent Bank owns property consisting of 1.684 acres in and adjacent to the City of Lavon. The owner has indicated their desire to annex the portion of the property that is outside of the corporate limits so that the entire property will be completely situated within the corporate limits of the City of Lavon. On April 18, 2019, the City received a request from landowner First Bank Farmersville dba as Independent Bank for the voluntary annexation of the balance of 1.684 acres of land adjacent to the city limits.

In December 2017, the Texas legislature revised the statute governing annexations. Pursuant to the revised regulations, the City of Lavon is considered a “Tier 2 Municipality” as a function of the population of Collin County. The regulations provide for a written municipal services agreement and public hearings.

Code Excerpt:

TEXAS LOCAL GOVERNMENT CODE

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

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

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

Sec. 43.0672. WRITTEN AGREEMENT REGARDING SERVICES. (a) The governing body of the municipality that elects to annex an area under this subchapter must first negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area.

(b) The agreement must include:

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

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

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

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

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

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

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

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

The landowner has agreed to a Municipal Services Agreement that sets out the provision of municipal services to the annexed area.

The City Council may direct that public hearings be scheduled for regular meetings on May 21, 2019 and June 4, 2019. The annexation ordinance may be adopted after the second public hearing on June 4, 2019.

Approval is recommended.

- Attachments:**
1. Proposed Resolution including Municipal Services Agreement
 2. Request for Annexation from Landowner
 3. Annexation timeline
 4. Location Exhibits

April 22, 2018

CITY OF LAVON, TEXAS
RESOLUTION NO. 2019-05-01

Annexation of Remainder of 1.684 acres

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A MUNICIPAL SERVICES AGREEMENT WITH FIRST BANK FARMERSVILLE DBA INDEPENDENT BANK, FOR THE PURPOSE OF OFFERING MUNICIPAL SERVICES FOR PROPERTY DESCRIBED AS ABSTRACT NUMBER 63 IN THE W. H. MOORE SURVEY, CONTAINING 1.684 ACRES, COLLIN COUNTY, TEXAS TO BE ANNEXED INTO THE CORPORATE LIMITS OF THE CITY OF LAVON, TEXAS; CALLING FOR TWO PUBLIC HEARINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, First Bank Farmersville dba Independent Bank (“Owner”) owns a parcel of real property described as Abstract Number 63 in the W. H. Moore Survey, containing 1.684 acres, a part of which is located in the corporate limits of the City of Lavon, Collin County, Texas (“Property”); and

WHEREAS, the City Council of the City of Lavon, Texas (“City Council”) has received an annexation request from the Owner requesting that the City of Lavon, Texas (“City”) initiate annexation proceedings on the balance of the Property located outside of the corporate limits; and

WHEREAS, the City and Owner desire to enter into a Municipal Services Agreement pursuant to Section 43.0672 of the Texas Local Government Code in order to address the provision of municipal services to be offered to the Owner’s Property on the date of annexation, and a schedule that includes the period within which the City will provide any municipal service that is not provided on the effective date of annexation; and

WHEREAS, before the City may adopt an ordinance annexing Property under Chapter 43 of the Texas Local Government Code, the City Council must conduct at least two public hearings not less than ten (10) business days apart to provide persons interested in the annexation the opportunity to be heard.

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

SECTION 1: Recitals Incorporated. The findings recited above are incorporated as if fully set forth in the body of this Resolution.

SECTION 2: Authorization to Execute. The Mayor of the City is hereby authorized and directed, on behalf of the City Council of Lavon, Texas, to execute a Municipal Services Agreement by and between the City of Lavon and First Bank Farmersville dba Independent Bank, a copy of which is attached hereto as Exhibit "A".

SECTION 3: Public Hearings Called. The City Council calls for two public hearings to be scheduled not less than ten (10) business days apart to provide persons interested in the annexation of the Property an opportunity to be heard. The City Secretary is directed to post notice of the public hearings on the City's internet website and publish notice of the public hearings to receive comments on the proposed annexation. The notice for each hearing must be published at least once on or after the 20th day but before the 10th day before the date of the hearing. The notice for each hearing must be posted on the City's internet website on or after the 20th day but before the 10th day before the date of the hearing and must remain posted until the date of the hearing.

SECTION 4: Effective Date. This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas on the 7th day of May 2019.

Vicki Sanson
Mayor

ATTEST:

Kim Dobbs
City Administrator/City Secretary

EXHIBIT A

Municipal Services Agreement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

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

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, legally described Abs A063 William H. Moore Survey, Sheet 2, Tract 13, 1.684 acres., and more particularly described on Exhibit "A" attached hereto; and

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

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

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

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

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

Section 2. The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.**

RECEIVED
APR 18 2019
CITY OF LAVON

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

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

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

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

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

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

To City:

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

With Copy to:

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

To Owner:

Independent Bank
Attn: Facilities – Joe Farr
1600 Redbud Blvd
McKinney, TX 75069

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

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

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

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

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

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

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

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

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

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

Entered into this 18 day of April, 2019.

SIGNATURES ON FOLLOWING PAGE(S)

CITY OF LAVON

By: _____
Name: Vicki Sanson
Title: Mayor
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2019, by Vicki Sanson, Mayor of the City of Lavon, Texas on behalf of said City.

Notary Public in and for the State of TEXAS

OWNER: First Bank Farmersville dba Independent Bank

By: _____
Name: Authorized Agent of Owner
Title: Joe Farr, SVP-Director Facilities & Purchasing
Date: Joe Farr

THE STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on April 18th, 2019, by Joe Farr, owner of said Property.

Jennifer L. Tabor
Notary Public in and for the State of TEXAS

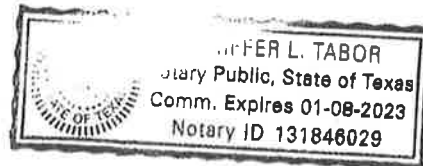


EXHIBIT "A"
Property Description and Depiction

BEING

EXHIBIT A

BEING all that certain lot, tract or parcel of land situated in Collin County, Texas, being part of the W. H. Moore Survey, Abstract No. 638, being part of the 135 acres described in the deed from W. C. Daugherty, Jr., John Kingsley Daugherty and Ann Daugherty Ticknor et ux, Hal T. Ticknor, Jr. to Farmersville Bancshares, Inc., recorded in the Land Records of Collin County in Clerk's File 98-0141306 and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found in the north right-of-way line of State Highway No. 78 at the southeast corner of parent 14.127 acre tract, said corner being N 02°07'41" E 60 feet from State Highway No. 78 Engineer's Center Line Station No. 770+07.1;
THENCE N 89°49'29" W with said north right-of-way line 63.00 feet to a 1/2 inch iron rod found at the Point of Beginning of the herein described tract of land;
THENCE N 89°49'29" W with said north right-of-way line 5.09 feet to a 1/2 inch iron rod set at the beginning of a curve to the left in said right-of-way line;
THENCE 218.52 feet in a westerly direction with said curve having a radius of 2924.79 feet, a central angle of 04°16'50" and a chord bearing S 88°52'25" W 218.47 feet to a 1/2 inch iron rod set at the end of said curve;
THENCE N 00°10'31" E a distance of 248.96 feet to a 1/2 inch iron rod set, for a corner;
THENCE S 89°49'29" E a distance of 248.50 feet to a 1/2 inch iron rod set, for a corner;
THENCE S 00°10'31" W a distance of 214.00 feet to a 1/2 inch iron rod set, for a corner;
THENCE N 89°49'29" W a distance of 25.00 feet to a 1/2 inch iron rod set, for a corner;
THENCE S 00°10'31" W a distance of 30.00 feet to return to the Place of Beginning and containing 1.380 acres of land.

EXHIBIT "B"
Municipal Service Plan

CITY OF LAVON
ANNEXATION SERVICE PLAN

PUBLIC SAFETY SERVICES

FIRE SERVICES

Existing Services: Nevada Volunteer Fire Department

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

POLICE SERVICES

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

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

EMERGENCY MEDICAL SERVICES

Existing Services: None

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

CODE ENFORCEMENT SERVICES

Existing Services: None

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

MUNICIPAL SERVICES

PLANNING & ZONING SERVICES

Existing Services: None

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

STORM DRAINAGE SERVICES

Existing Services: None

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

STREET SERVICES

Existing Services: County Road Maintenance

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

TRANSPORTATION AND TRAFFIC SERVICES

Existing Services: None

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

PARKS SERVICES

Existing Services: None

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

UTILITY SERVICES

SOLID WASTE COLLECTION SERVICES

Existing Services: None

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

WATER SERVICES

Existing Services: Bear Creek Special Utility District

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

SANITARY SEWER SERVICES

Existing Services: None

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

MISCELLANEOUS SERVICES

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

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

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

Pursuant to Texas Local Government Code, Section 43.0671, the undersigned owners of the hereinafter described tract of land, petition your honorable Body to extend the present city limits so as to include as part of the City of Lavon, Texas, the following described territory, to wit:

Attachment A

BEING

We certify that the above described tract of land is contiguous and adjacent to the City of Lavon, Texas, is not more than one-half mile in width [only limited by Local Government Code Section 43.028], and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

**First Bank Farmersville dba
Independent Bank**

Signed: Joe Farr

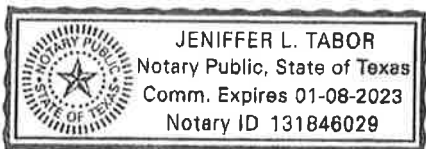
Joe Farr, SVP – Director Facilities & Purchasing

THE STATE OF TEXAS

COUNTY OF Collin

BEFORE ME, the undersigned authority, on this day personally appeared Joe Farr known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 18th day of April, 2019.



Jeniffer L. Tabor
Notary Public in and for
Collin County, Texas.

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APR 18 2019
CITY OF LAVON 27

EXHIBIT "A"
Property Description and Depiction

BEING

EXHIBIT A

BEING all that certain lot, tract or parcel of land situated in Collin County, Texas, being part of the W.H. Moore Survey, Abstract No. 638, being part of the 135 acres described in the deed from W.C. Daugherty, Jr., John Kingsley Daugherty and Ann Daugherty Ticknor et vir. Hal T. Ticknor, Jr. to Farmersville Bancshares, Inc., recorded in the Land Records of Collin County in Clerk's File 98-0141306 and being more particularly described as follows:

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THENCE N 89°49'29" W with said north right-of-way line 63.00 feet to a 1/2 inch iron rod found at the Point of Beginning of the herein described tract of land;
THENCE N 89°49'29" W with said north right-of-way line 5.09 feet to a 1/2 inch iron rod set at the beginning of a curve to the left in said right-of-way line;
THENCE 218.52 feet in a westerly direction with said curve having a radius of 2924.79 feet, a central angle of 04°16'50" and a chord bearing S 88°52'25" W 218.47 feet to a 1/2 inch iron rod set at the end of said curve;
THENCE N 00°10'31" E a distance of 248.96 feet to a 1/2 inch iron rod set, for a corner;
THENCE S 89°49'29" E a distance of 248.50 feet to a 1/2 inch iron rod set, for a corner;
THENCE S 00°10'31" W a distance of 214.00 feet to a 1/2 inch iron rod set, for a corner;
THENCE N 89°49'29" W a distance of 25.00 feet to a 1/2 inch iron rod set, for a corner;
THENCE S 00°10'31" W a distance of 30.03 feet to return to the Place of Beginning and containing 1.380 acres of land.



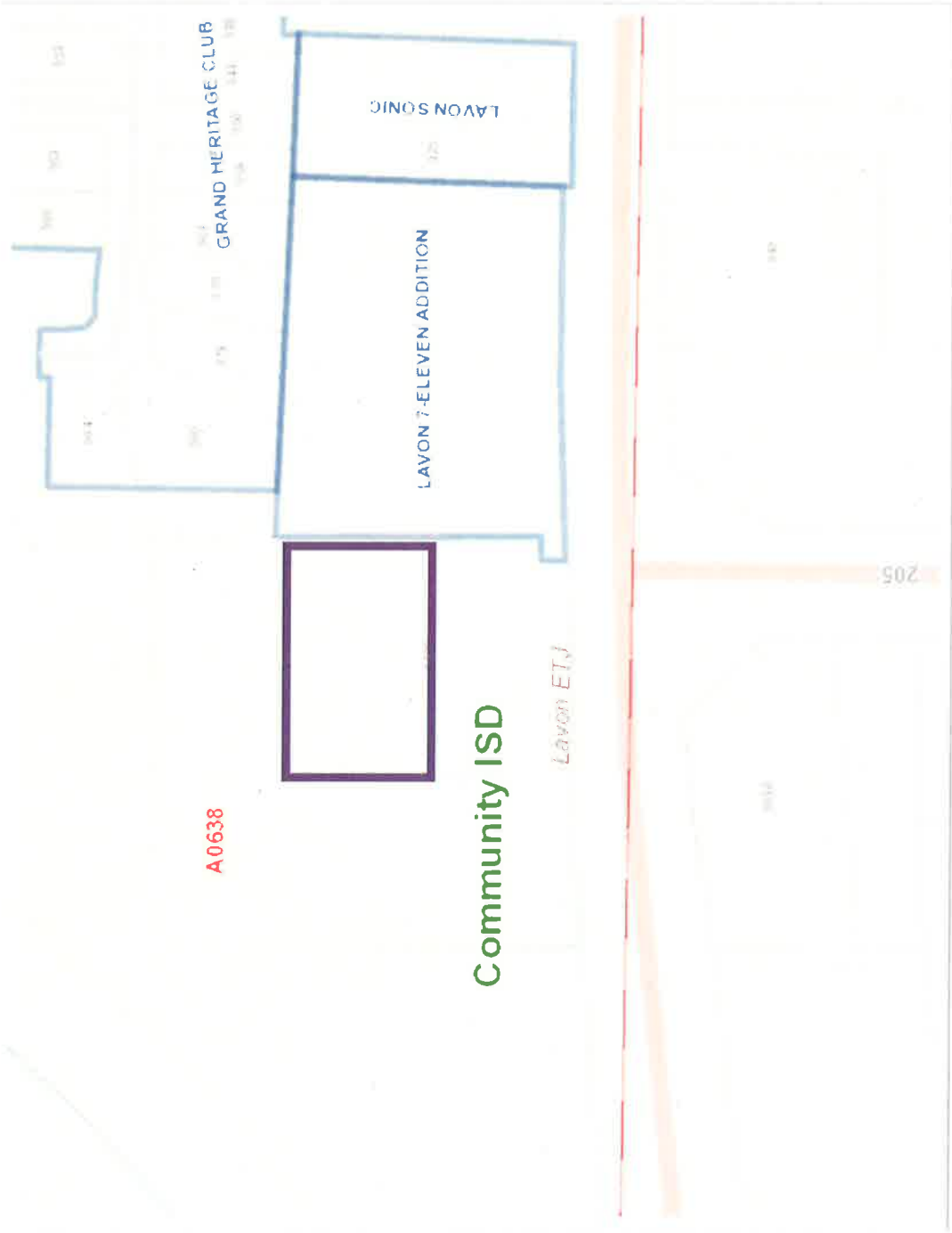
City of Lavon, Texas
Balance of 1.684 acres

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

- Apr 18 Request for Annexation and executed Municipal Service Agreement submitted by landowner to the City
- May 3 Notice of public hearings to newspaper for publication 5/8 and 5/22 (no more than 20 or less than 10 days of hearing)
- May 7 Consider written service agreement
- May 7 Resolution of the City Council regarding municipal services agreement and schedule public hearings. 5/21 and 6/4 (at least 10 business days apart)
- May 8 Publish notice of first hearing. §43.0673 (d). Obtain required affidavit of publication from newspaper.
- Post notice of public hearings on website. §43.0673(d).
- Send written notice to public school district in the area to be annexed. §43.905.
- Send written notice to Collin County, EMS, BCSUD (§ 43.9051)
- May 17 Post notice of first public hearing per Open Meetings Act.
- May 21 Hold first public hearing. §43.0673.
- May 22 Publish notice of second hearing. §43.0673 (d). Obtain required affidavit of publication from newspaper.
- May 31 Post notice of second public hearing per Open Meetings Act.
- May 31 Post notice of annexation ordinance consideration per Open Meetings Act.
- Jun 4 Hold second public hearing. §43.0673.
- Jun 4 Consider Annexation Ordinance

Location Exhibit
Independent Bank
Annexation

A0638







**CITY OF LAVON
CITY COUNCIL
Agenda Brief**

MEETING: May 7, 2019

ITEM: 7 - B

Item:

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

Application Information

- Owner(s):** Bloomfield Homes, LP
- Applicant:** Donald Dyskstra
- Location:** West of Traditions at Grand Heritage (GH), east of Traditions at GH West and South of Windmill Estates
- Description:** Drury Anglin Survey, Abstract No. 2, CCAD property ID 1250096
Collin County, Texas (30.485 acres combined)
- Current Zoning:** Planned Development – Single Family (PD-SF)
- Request:** Consideration of a Final Plat

Request Details

The applicant has submitted a final plat for a residential development consisting of 111 residential lots and 2 common area lots on 30.485 acres. The final plat conforms to the approved zoning and preliminary plat.

Code Excerpt:

City of Lavon –Subdivision Ordinance

Section 4.04 FINAL PLAT

After approval of the preliminary plat by the planning and zoning commission and City Council, a final plat, prepared by a registered public surveyor bearing his or her seal and the construction plans prepared by a registered professional civil engineer bearing his or her seal, shall be submitted to the planning and zoning commission.

CITY OF LAVON, TEXAS
RESOLUTION NO. 2019-05-02

Facilities Development Agreement – Traditions, Phase 2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A FACILITIES DEVELOPMENT AGREEMENT WITH DEVELOPER OF TRADITIONS, PHASE 2; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City Council has reviewed and desires to authorize the Mayor to execute the Facilities Development Agreement 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 7th day of May 2019.

Vicki Sanson
Mayor

ATTEST:

Kim Dobbs
City Administrator | City Secretary

CITY OF LAVON, TEXAS
RESOLUTION NO. 2019-05-02

EXHIBIT A

FACILITIES DEVELOPMENT AGREEMENT

FACILITIES DEVELOPMENT AGREEMENT

A **FACILITIES DEVELOPMENT AGREEMENT** (the "Agreement") between the City of Lavon, Texas, a general law municipality located within Collin County, Texas, (the "City"), and the undersigned Developer, (the "Developer"), (the City and the Developer each individually, a "Party" and collectively the "Parties") of Traditions, Phase 2, (the "Addition") to the City of Lavon, Collin County, Texas, for the installation of certain community facilities located therein and described herein, and to provide city services thereto. It is understood by and between the Parties that this Agreement is applicable to the 111 lots contained within the Addition and to the off-site improvements necessary to support the Addition to be effective on the ____ day of _____, 2019 (the "Effective Date").

RECITALS

WHEREAS, the City is a general law municipal corporation duly organized and validly existing under the laws of the State of Texas within Collin County, Texas; and

WHEREAS, the Developer is a Texas limited partnership whose principal office is located in Southlake, Texas; and

WHEREAS, the Developer plans to develop in an approximately 30.485-acre tract of land more particularly described by metes and bounds in **Exhibit A** and depicted on **Exhibit B** attached hereto (the "Property"); and

WHEREAS, as of the Effective Date, Bloomfield Homes, L.P. owns the Property; and

WHEREAS, the Bear Creek Special Utility District ("BCSUD") holds a water certificate of convenience and necessity (a "CCN") for the Property; and

WHEREAS, the City of Lavon holds a sanitary sewer CCN for the Property; and

WHEREAS, the development of the Property will require the following improvements to specific roads, sewer, water, drainage – attached hereto as **Exhibit B**; and

WHEREAS, the development of the property will require certain on-site public improvements including streets and roads; drainage; water; sanitary sewer and other utility systems; parks, open space, landscaping and trail systems; and land for on-site public improvements, described on **Exhibit C** (collectively, the "On-Site Public Improvements"); and

WHEREAS, certain off-site public improvements necessary to provide adequate access and bring water and sanitary sewer service to the Property, as further described on **Exhibit D** (collectively, the "Off-Site Public Improvements"); and

WHEREAS, the Off-Site Public Improvements will be constructed within existing right-of-way or will be constructed in easements; and

WHEREAS, the Parties have determined that they have the authority to enter into this Agreement; and

WHEREAS, it is the intent of this Agreement to establish certain legally binding restrictions and commitments to be imposed upon such Property; and the Parties are proceeding in reliance on the enforceability of this Agreement.

NOW, THEREFORE, for and in consideration of mutual agreements, covenants and conditions contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

I. REPRESENTATIONS

- A. Recitals. The recitals contained in this Agreement are true and correct as of the Effective Date and form the basis upon which the Parties negotiated and entered into this Agreement.
- B. Authority. The City represents and warrants that this Agreement has been approved and duly adopted by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act), and that the individual executing this Agreement on behalf of the City has been authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been authorized to do so.

II. GENERAL REQUIREMENTS

- A. It is agreed and understood by the Parties hereto that the Developer shall employ, at its sole cost, a civil engineer licensed to practice in the State of Texas for the design and preparation of the plans and specifications for the construction of all facilities covered by this Agreement.
- B. The Developer agrees to cause to be furnished to the City maintenance bonds, letters of credit or cash escrow amounting to 100% of the cost of construction of underground utilities and 100% of the construction cost for paving. These maintenance bonds, letters of credit or cash escrow will be for a period of two (2) years and will be issued prior to the final City acceptance of the public improvements. The maintenance bonds, letters of credit or cash escrow will be supplied to the City by the contractors performing the work, and the City will be named as the beneficiary if the contractors fail to perform any required maintenance.
- C. It is further agreed and understood by the Parties hereto that upon acceptance of City public infrastructure by the City, title to all facilities and improvements mentioned hereinabove shall be vested in the City and Developer hereby

relinquishes any right, title or interest in and to said facilities or any part thereof. It is further understood and agreed that until the City accepts such improvements, the City shall have no liability or responsibility in connection with any such facilities. Acceptance of the facilities shall occur at such time that the City, through its City Administrator or duly authorized representative, provides Developer with a written acknowledgement that all facilities are complete, have been inspected and approved and are being accepted by the City. The Developer agrees that the exactions on this project are roughly the same as the improvements in the subdivision.

D. On all public facilities included in this Agreement for which Developer awards his own construction contract, Developer agrees to the following procedure:

1. Developer agrees to pay the following:

- a. Inspection fees equal to four percent (4%) of the project cost of the street, drainage and sanitary sewer facilities, on all facilities included in this Agreement for which Developer awards his or her own construction contract, to be paid prior to construction of each phase and based on actual bid construction cost;
- b. All Third-Party Laboratory Testing (e.g. subgrade density, concrete strength, pipeline testing, etc.);
- c. The additional charge for inspections during Saturday, Sunday, holidays, and outside of normal working hours;
- d. Any charges for re-testing as a result of failed tests;
- e. All gradation tests required to insure proper cement and/or lime stabilization.

2. The Developer agrees to hire a City-approved laboratory to conduct the following and Developer will be billed directly by the vendor:

- a. All nuclear density tests on the roadway subgrade ;
- b. Technicians time for preparing concrete cylinders;
- c. Concrete cylinder tests and concrete coring samples; and
- d. Pipeline, manhole, related infrastructures tests, etc.

The City can delay connection of buildings to sanitary sewer service lines constructed under this Agreement until said sanitary sewer service lines have been completed to the satisfaction of and acceptance by the City. In addition, acceptance of the water mains by the BCSUD must be provided. **IN THE EVENT THAT SUCH CONNECTION TO SANITARY SEWER SERVICE LINES IS DELAYED BY THE CITY, THE DEVELOPER AGREES TO RELEASE, INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL DAMAGES, LOSS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DELAYS IN PROVIDING SANITARY SEWER SERVICE.**

- E. The Developer and any third-party, independent entity engaged in the construction of houses, (hereinafter referred to as "Builder") will be responsible for mowing all grass and weeds and otherwise reasonably maintaining the aesthetics of all land and lots in said Addition which have not been sold to third parties. After fifteen (15) days' written notice, should the Developer or Builder fail in this responsibility, the City may contract for this service and bill the Developer or Builder for reasonable costs. Should such cost remain unpaid for 120 days after written notice, the City can file a lien on such property so maintained.
- F. Any guarantee of payment instrument (Performance Bond, Letter of Credit, etc.) submitted by the Developer or Contractor on a form other than the one which has been previously approved by the City as "acceptable" shall be submitted to the City Attorney and this Agreement shall not be considered in effect until such City Attorney has approved the instrument. Approval by the City shall not be unreasonably withheld or delayed.
- G. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City, through the City Administrator, shall retain the right to reject any surety company as a surety for any work under this or any other Developer's Agreement within the City regardless of such company's authorization to do business in Texas. Approval by the City shall not be unreasonably withheld or delayed.

III. FACILITIES

A. ON SITE WATER

The Developer hereby agrees to install water facilities to service lots as shown on the final plat of the Addition. Water facilities will be installed in accordance with plans and specifications to be prepared by the Developer's engineer and released by the City after BCSUD review and approval. Further, the Developer agrees to complete this installation in accordance with the latest requirements of BCSUD, city ordinance or regulations and shall be solely responsible for all construction costs, materials and engineering.

B. DRAINAGE

Developer hereby agrees to construct the necessary drainage facilities within the Addition. These facilities shall be in accordance with the plans and specifications to be prepared by Developer's engineers, and approved by the City. Plans and specifications shall conform to current City Standard Construction Details in effect at the time of Final Plat submission. The Developer hereby agrees to fully comply with all EPA and TCEQ requirements relating to the planning, permitting and management of storm water which may be in force at the time that development proposals are being presented for approval by the City. The Developer hereby agrees to comply with all provisions of the Texas Water Code. All drainage shall conform to current (at time of Final Plat submission) iSWMM standards as approved by the North Central Texas Council of Governments.

C. LAW COMPLIANCE

Developer hereby agrees to comply with all federal, state, and local laws that are applicable to development of this Addition.

D. STREETS

1. The street construction in the Addition shall conform to the requirements in accordance with plans and specifications to be prepared by the Developer's engineer and approved by the City. Plans and specifications shall conform to current City Standard Construction Details in effect at the time of Final Plat submission.
2. The Developer will be responsible for:
 - a. Installation and one-year operation cost of street lights, which is payable to the City prior to final acceptance of the Addition; or an agreement with utility provider stating that no charge will be made for street lights for the one-year duration.
 - b. Installation of all street signs designating the names of the streets inside the Addition, said signs to be of a type, size, color and design standard to fully comply with City Ordinances.
 - c. Installation of all regulatory signs recommended based upon the Texas Manual of Uniform Traffic Control Devices (TMUTCD), latest edition, as prepared by the Developer's engineer by an engineering study or direction by the Director of Public Works. It is understood that Developer may put in signage having unique architectural features, however, should the signs be moved or destroyed by any means the City is only responsible for replacement of standard signage.
3. All street improvements will be subject to inspection and approval by the City. No work shall begin on any street included herein prior to complying with the requirements contained elsewhere in this Agreement. All water, sanitary sewer, and storm drainage utilities which are anticipated to be installed within the street or within the street right-of-way will be completed prior to the commencement of street construction on the specific section of street in which the utility improvements have been placed or for which they are programmed. It is understood by and between the Developer and the City that this requirement is aimed at substantial compliance with the majority of the pre-planned facilities.

It is understood that in every construction project a decision later may be made to realign a line or service which may occur after construction has commenced. The Developer hereby agrees to advise the City as quickly as possible when such a need has been identified and to work cooperatively with the City to make such utility change in a manner that will be least disruptive to street construction or stability.

E. SANITARY SEWER FACILITIES

The Developer hereby agrees to install on-site sanitary sewer collection facilities to service lots as shown on the final plat of the Addition. Sanitary sewer facilities will be installed in accordance with the plans and specifications to be prepared by the Developer's engineer and approved by the City. Plans and specifications shall conform to current City Standard Construction Details in effect at the time of Final Plat submission. Further, the Developer agrees to complete this installation in compliance with all applicable city ordinances, regulations and codes and shall be responsible for all construction costs, materials and engineering. In the event that certain sewer lines are to be oversized because of City requirements, the City will reimburse the Developer for the oversize cost greater than the cost of a 12" line.

F. EROSION CONTROL

During construction of the Addition and after the streets have been installed, the Developer agrees to keep the streets free from soil build-up. The Developer agrees to use soil control measures, such as those included in the NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, Division 1000 EROSION AND SEDIMENT CONTROL to prevent soil erosion. It will be the Developer's responsibility to present to the City a soil control development plan that will be implemented for this Addition. When in the opinion of the Director of Public Works there is sufficient soil build-up on the streets or other drainage areas and notification has been given to the Developer, the Developer will have seventy-two (72) hours to clear the soil from the streets or affected areas. If the Developer does not remove the soil from the street within 72 hours, the City may cause the soil to be removed either by contract or City forces and place the soil within the Addition at the Developer's expense. All expenses must be paid to the City prior to acceptance of the Addition.

After construction of the Addition and prior to acceptance by the City, the Developer agrees to have a permanent erosion control plan prepared and approved by the City and have the plan installed and working, effectively, in the opinion of the Director of Public Works. This erosion control will prevent soil erosion from the newly created lots from washing into street rights of way, drainage ways or other private property.

G. AMENITIES

It is understood by and between the City and Developer that the Addition may incorporate a number of unique amenities and aesthetic improvements such as ponds, aesthetic lakes, unique landscaping, and walls and may incorporate specialty signage and accessory facilities. The Developer agrees to accept responsibility, at its sole cost, for the construction and maintenance of all such aesthetic or specialty item such as walls, vegetation, signage, and landscaping, street furniture, pond and lake improvements until such responsibility is turned over to a fully functioning homeowners association.

H. USE OF PUBLIC RIGHT-OF-WAY

It is understood by and between the City and Developer that the Developer may provide unique amenities within public right-of-way, such as landscaping, irrigation, lighting, etc., for the enhancement of the Addition. The Developer agrees to maintain these amenities, at its sole cost, until such responsibility is turned over to a fully functioning homeowners association. **THE DEVELOPER AND HIS SUCCESSORS AND ASSIGNS UNDERSTAND THAT THE CITY SHALL NOT BE RESPONSIBLE FOR THE REPLACEMENT OF THESE AMENITIES UNDER ANY CIRCUMSTANCES AND FURTHER AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY AND ALL DAMAGES, LOSS OR LIABILITY OF ANY KIND WHATSOEVER BY REASON OF INJURY TO PROPERTY OR THIRD PERSON OCCASIONED BY ITS USE OF THE PUBLIC RIGHT-OF-WAY WITH REGARD TO THESE IMPROVEMENTS AND THE DEVELOPER SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND AND PROTECT THE CITY AGAINST ALL SUCH CLAIMS AND DEMANDS.**

I. START OF CONSTRUCTION

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

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

IV. GENERAL PROVISIONS

A. INDEMNIFICATION

DEVELOPER COVENANTS AND AGREES TO INDEMNIFY AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY

OR INDIRECTLY, THE CONSTRUCTION, MAINTENANCE, OCCUPANCY, USE, EXISTENCE OR LOCATION OF SAID IMPROVEMENT OR IMPROVEMENTS, AND SHALL FURTHER BE LIABLE FOR INJURY OR DAMAGE TO CITY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF DEVELOPER, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, OR INVITEES, SAID INDEMNIFICATION TO REMAIN IN EFFECT UNTIL THE CITY ACCEPTS THE ADDITION.

B. DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(a) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(I) THE PUBLIC IMPROVEMENTS TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(C) NUISANCE.

(II) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC IMPROVEMENTS IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER HEREBY AGREES AND ACKNOWLEDGES, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED

BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN DOLAN V. CITY OF TIGARD, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC IMPROVEMENTS.

(IV) THIS AGREEMENT SHALL CONFER NO VESTED RIGHTS ON THE PROPERTY, OR ANY PORTION THEREOF, UNLESS SPECIFICALLY ENUMERATED HEREIN. IN ADDITION, NOTHING CONTAINED IN THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" AS DEFINED IN CHAPTER 245, TEXAS LOCAL GOVERNMENT CODE, DEVELOPER ACKNOWLEDGES AND AGREES ON ITS OWN BEHALF THAT THIS AGREEMENT IS NOT REQUIRED BY CITY FOR DEVELOPER TO DEVELOP ITS PROPERTY. DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THIS AGREEMENT.

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

- C. Developer acknowledges that an element of consideration for City to enter in to this Agreement is Developer's indemnification, release and assignment of claims contained in this Section IV.
- D. Venue of any action brought hereunder shall be in Lavon, Collin County, Texas.
- E. Approval by the Director of Public Works or other City employee of any plans, designs or specifications submitted by the Developer pursuant to this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants or employees, it being the intent of the parties that approval by the Director of Public Works signifies the City's approval on only the general design concept of the improvements to be constructed.
- F. This Agreement or any part herein, or any interest herein, shall not be assigned by the Developer without the express written consent of the City Administrator, which shall not be unreasonably withheld or delayed.

- G. On all facilities included in this Agreement for which the Developer awards its own construction contract, the Developer agrees to employ a construction contractor who is approved by the City, and whose approval shall not be unreasonably withheld or delayed, said contractor to meet City and statutory requirements for being insured, licensed and bonded to do work in public streets and to be qualified in all respects to bid on public streets and to be qualified in all respects to bid on public projects of a similar nature. A policy of general liability insurance is also required of the Contractor.
- H. The City is an exempt organization under Section 151.309, Tax Code, and the facilities constructed under this Agreement will be dedicated to public use and accepted by the City upon acknowledgement by the City of completion under Paragraph 1.F.
 - 1. The purchase of tangible personal property, other than machinery or equipment and its accessories, repair, and replacement parts, for use in the performance of this Agreement is, therefore, exempt from taxation under Chapter 151, Tax Code, if the tangible property is:
 - a. necessary and essential for the performance of the Agreement; and
 - b. completely consumed at the job site.
 - 2. The purchase of a taxable service for use in the performance of this Agreement is exempt if the service is performed at the job site and if:
 - a. this Agreement expressly requires the specific service to be provided or purchased by the person performing the Agreement; or
 - b. the service is integral to the performance of the Agreement.
- I. Prior to final acceptance of the Addition, the Developer shall provide to the City two (2) hard copies and two (2) DVD or flash-drive type media of electronic (.pdf) of Record Drawings of the Addition, showing the facilities as actually constructed.
- J. Such drawings will be stamped and signed by a Texas registered professional civil engineer. In addition, the Developer shall provide CAD base map files showing all lot lines, easements, streets and utilities and tie in to the state Plane Coordinate System.
- K. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) shall be in writing, shall be signed by or on behalf of the Party giving the notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the notice is addressed); or (c) otherwise on the day actually received by the person to whom the notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail (with a confirming copy sent by FAX). Notices given pursuant to this section shall be addressed as follows:

To the City: Attn: City Administrator
City of Lavon
120 School Road
Lavon, Texas 75166
TEL: (972) 843-4220
FAX: (972) 843-0397

With a copy to: Attn: Wm. Andrew Messer
Messer, Rockefeller & Fort, P.L.L.C.
6371 Preston Rd., Ste. 200
Frisco, Texas 75034
E-mail: andy@txmunicipallaw.com
TEL: (972) 668-6400
FAX: (972) 668-6414

To the Developer: Attn: DON DYKSTRA
BLOOMFIELD HOMES C.P.
1050 E HIGHWAY 114, SUITE 210
SOUTHLAKE TX 76092
Email: don@bloomfieldhomes.net
TEL: 972-877-1458

- L. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.
- M. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.
- N. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
- O. Any failure by a Party to insist upon strict performance by another Party of any

material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

- P. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.
- Q. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.
- R. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- S. The following Exhibits are attached to this Agreement and are part of this Agreement:

Exhibit A	Metes and Bounds Description of Property
Exhibit B	Depiction of Property
Exhibit C	On-Site Public Improvements
Exhibit D	Off-Site Public Improvements
Exhibit E	Insurance Requirements
Exhibit F	Zoning Concept Plan

V. OTHER ISSUES

A. OFF-SITE DRAINAGE

Improvements will be provided in accordance with the flood study as approved by the City Engineer.

B. OFF-SITE SANITARY SEWER

The existing 15" Sanitary Sewer line generally serves the Grand Heritage development area, which includes this development. This 15" Sanitary Sewer line conveys wastewater to the existing WWTP. However, for the future regional WWTP (or similar), additional pipeline will be required, which will directly serve this development. Therefore, the impact of this Addition on the future Bear Creek Trunk Sewer (lines BC1N through BC1R) has been established at \$33,000.00 as identified in the updated Bear Creek Trunk Sewer memorandum dated October 9, 2018, as prepared by Freeman-Millican, Inc. which outlines the proportional cost for future developments. This proportional cost ("Capital Recovery Fee") should be paid, in full, prior to construction of the development.

C. PARK LAND

The Developer shall construct, at its sole cost, an eight foot (8') concrete trail as depicted on the approved concept plan, **Exhibit F**. The trail design shall be approved by the City Engineer. The trails shall be owned and maintained by the Homeowners Association and shall be open to the public's use.

The Homeowners Association shall own and maintain the common areas, any medians, the landscape buffers abutting public roadways and the open space dedicated along the southern boundary of the development.

Signature Pages Follow

SIGNED AND EFFECTIVE on the date last set forth below.

DEVELOPER:

Bloomfield Homes, LP

A Texas limited partnership,

By Bloomfield Properties, Inc.

A Texas corporation, General Partner

By:

Donald J. Dykstra, President

Address: 1050 E. Hwy. 114, Suite 210
Southlake, Texas 76092

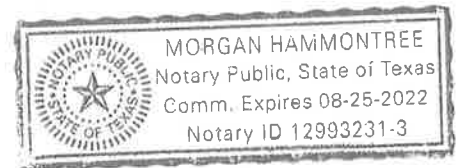
STATE OF TEXAS

COUNTY OF Tarrant

On 4/30/19, before me, Morgan Hammontree, Notary Public, personally appeared Donald J. Dykstra, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Morgan Hammontree
Notary Public



(SEAL)

My commission expires: _____

CITY OF LAVON, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

Date: _____

EXHIBIT "A"

METES & BOUNDS DESCRIPTION OF PROPERTY

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

THENCE North 00 degrees 47 minutes 17 seconds East a distance of 30.16 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner, said point being in the approximate centerline of said County Road F. M. 484, (currently a variable-width prescriptive-by-use public right-of-way);

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

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

THENCE South 00 degrees 47 minutes 14 seconds West departing the Southerly right-of-way line of said Windmill Drive, and along the Easterly line of said Cape Cod tract, and along the Westerly line of said Traditions At Grand Heritage, and passing a 1/2 inch iron rod with red cap stamped "USA INC" at a distance of 1,279.93 feet found for the Northwest corner of an H.O.A., P.A.E.D.E., S.S.E. & W.E tract, and passing a distance of 197.64 a 1/2 inch iron rod with red cap stamped "USA INC" for the Northwest corner of a tract of land described in deed to City of Lavon, Collin County, Texas as recorded in Document Number 20060725001041390 of the Official Public Records, Collin County, Texas, for a total distance of 1,832.19 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner, said point being the Southeast corner of said Cape Cod tract and the Northerly line of a tract of and described in deed to John David Sanders as recorded in Volume 4589, Page 1490 of the Deed Records, Collin County, Texas, said point also being along the approximate centerline of Bear Creek;

THENCE South 74 degrees 24 minutes 58 seconds West along said approximate centerline of Bear Creek and the Northerly line of said Sanders tract and the Southerly line of said Cape Cod tract a distance of 716.06 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner, said point being in the Southwest corner of said Cape Cod tract and the Southeast line of a tract of land described in deed to Bear Creek Windmill LP as recorded in Volume 5467, Page 695 of the Deed Records, Collin County, Texas;

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

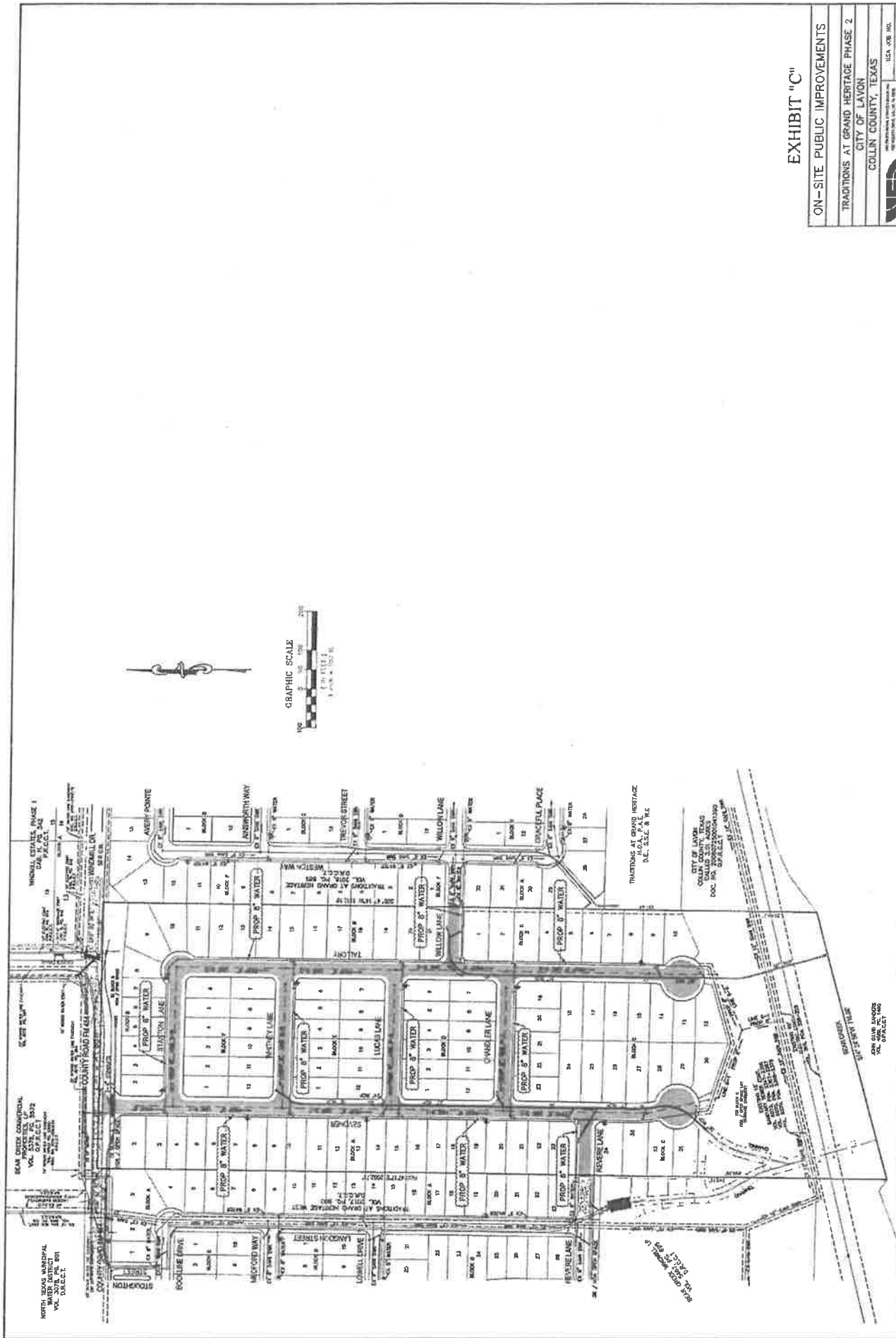


EXHIBIT "C"

ON-SITE PUBLIC IMPROVEMENTS
 TRADITIONS AT GRAND HERITAGE PHASE 2
 CITY OF LAVON
 COLLIN COUNTY, TEXAS
 USA, 938 RD.
 2018005.00



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



EXHIBIT "D"
OFFSITE PUBLIC IMPROVEMENTS


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

USA J&B P&E
2018005.00

EXHIBIT E

REQUIREMENTS FOR CONTRACTOR'S INSURANCE

Contractor's Insurance

1. Without limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the Contract, the CONTRACTOR shall purchase and maintain the following minimum insurance coverages with companies duly approved to do business in the State of Texas and satisfactory to the CITY. In this section "Project" shall mean the public facilities to be constructed by Developer or under Developer's contract with a CONTRACTOR. Coverages shall be of the following types and not less than the specified amounts:

- a. Workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the CITY; employer's liability insurance of not less than the minimum statutory amounts.
b. Commercial general liability insurance, including premises- operations; independent CONTRACTOR's liability, completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring CONTRACTOR's (or Subcontractor's) liability for injury to or death of CITY's employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, broad form property damage, with minimum limits as set forth below:

General Aggregate\$2,000,000

Bodily Injury \$1,000,000 Each Occurrence

Property Damage \$1,000,000 Each Occurrence

Products-Components/Operations Aggregate..\$ 1,000,000

Personal and Advertising Injury \$ 1,000,000

(With Employment Exclusion deleted)

Each Occurrence \$ 1,000,000

Contractual Liability:

Bodily Injury \$1,000,000 Each occurrence

Property Damage \$1,000,000 Each occurrence

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and ECU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with CITY.

- c. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of

\$1,000,000 per occurrence; or separate limits of \$500,000 for bodily injury (per person), and \$500,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

d. Property Insurance (Builder's All Risk)

- (i) CONTRACTOR shall purchase and maintain, at all times during the term of its Contract with the Developer property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial contract price, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the CITY has an insurable interest in the property required by this paragraph to be covered, whichever is later. This insurance shall include interests of the CITY, the CONTRACTOR, Subcontractors and Sub-Subcontractors in the Project.
- (ii) Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for CONTRACTOR's services and expenses required as a result of such insured loss.
- (iii) If the insurance required by this paragraph requires deductibles, the CONTRACTOR shall pay costs not covered because of such deductibles.
- (iv) This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

e. OWNER's Protective Liability Insurance:

- (i) CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under the contract between the CONTRACTOR and the Developer, a CITY's protective liability insurance policy naming the CITY as insured for property damage and bodily injury, which may arise in the prosecution of the work or CONTRACTOR's operations under the contract.
- (ii) Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the CONTRACTOR's liability insurance with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence.

f. "Umbrella" Liability Insurance:

The CONTRACTOR shall obtain, pay for and maintain umbrella liability insurance during the term of the Contract between the CONTRACTOR and the Developer, insuring CONTRACTOR for an amount of not less than \$5,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required herein above. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

Policy Endorsements

1. Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:
 - a. name the CITY as an additional insured as to all applicable policies;
 - b. each policy shall require that 30 days prior to cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to CITY by certified mail. If the policy is canceled for nonpayment of premium, only 10 days written notice to CITY is required;
 - c. the term "CITY" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the CITY and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the CITY;
 - d. the policy phrase "other insurance" shall not apply to the CITY where the CITY is an additional insured on the policy.

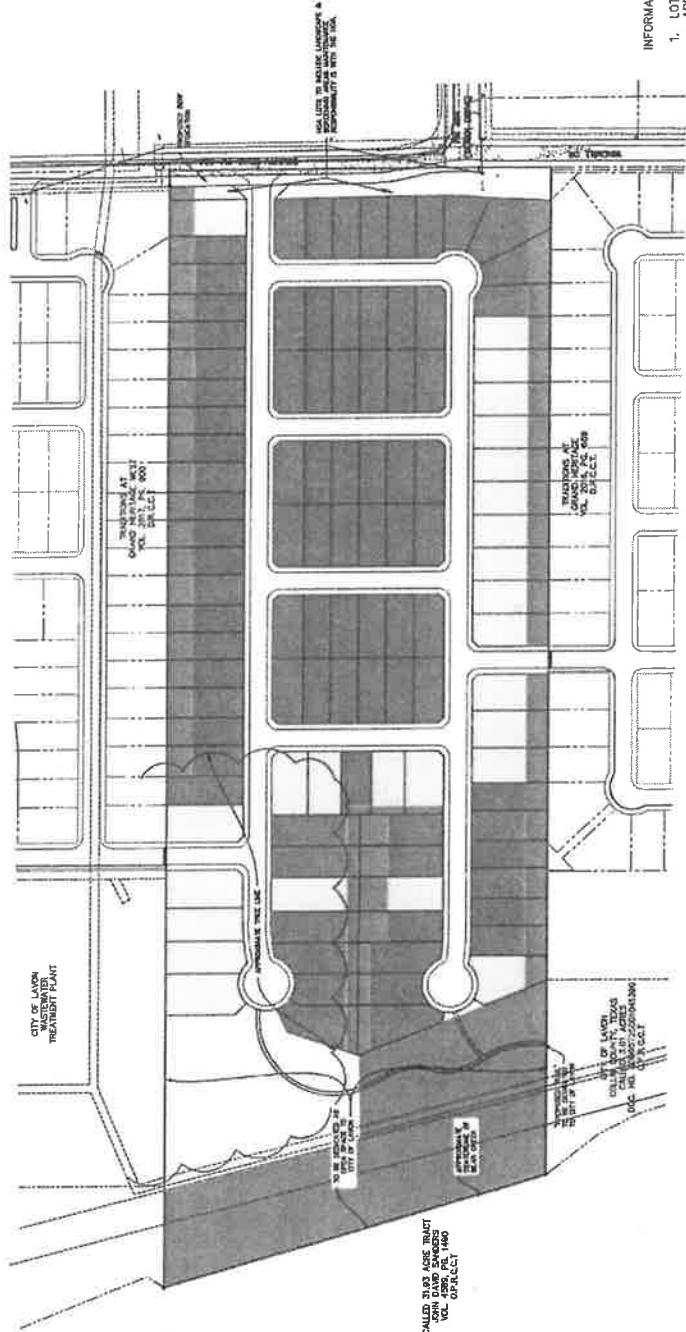
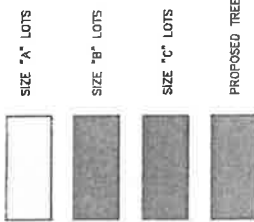
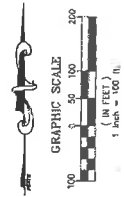
2. *Special Conditions*

- a. Insurance furnished by the CONTRACTOR shall be in accordance with the following requirements:
 - i. any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONTRACTOR. The CITY's decision thereon shall be final;
 - ii. all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and
 - iii. all liability policies required herein shall be written with an "occurrence" basis coverage trigger.
- b. CONTRACTOR agrees to the following:

- i. **CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the CITY, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies;**
- ii. companies issuing the insurance polices and CONTRACTOR shall have no recourse against the CITY for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the CONTRACTOR;
- iii. approval, disapproval or failure to act by the CITY regarding any insurance supplied by the CONTRACTOR (or any Subcontractors) shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the Contract Documents or this Agreement. Neither shall be bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONTRACTOR from liability;
- v. deductible limits on insurance policies exceeding \$10,000 require approval of the CITY;
- vi. any of such insurance policies required under this paragraph may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby;
- vii. prior to commencement of operations pursuant to this Contract, the Developer or the Developer's CONTRACTOR shall furnish the CITY with satisfactory proof that he has provided adequate insurance coverage in amounts and by approved carriers as required by this Agreement;
- viii. CONTRACTOR shall provide notice of any actual or potential claim or litigation that would affect required insurance coverages to the CITY in a timely manner;
- ix. CONTRACTOR agrees to either require its Subcontractors to maintain the same insurance coverage and limits as specified for the CONTRACTOR or coverage of Subcontractors shall be provided by the Contract; and
- x. Prior to the effective date of cancellation, CONTRACTOR shall deliver to the CITY a replacement certificate of insurance or proof of reinstatement.



LOCATION MAP



INFORMATIONAL NOTE:

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

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

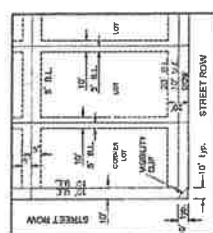
BEING 30.485 ACRES OF LAND SITUATED IN THE
 COUNTY OF DALLAS, TEXAS
 CITY OF DALLAS, TEXAS
 VOLUME 2891, PAGE 27 DIRECT
 111 RESIDENTIAL LOTS 2 OPEN SPACE (HOA)
 JULY 2018

OWNER / DEVELOPER:
 BLOOMFIELD HOMES, LP
 3000 E. HWY. 114, SUITE 100
 DALLAS, TEXAS 75244
 (972) 412-1272

ENGINEER & SURVEYOR

USA PROFESSIONAL SERVICES GROUP, INC.
 10145 W. LAKELAND BLVD., SUITE 100
 DALLAS, TEXAS 75244
 (972) 354-3300

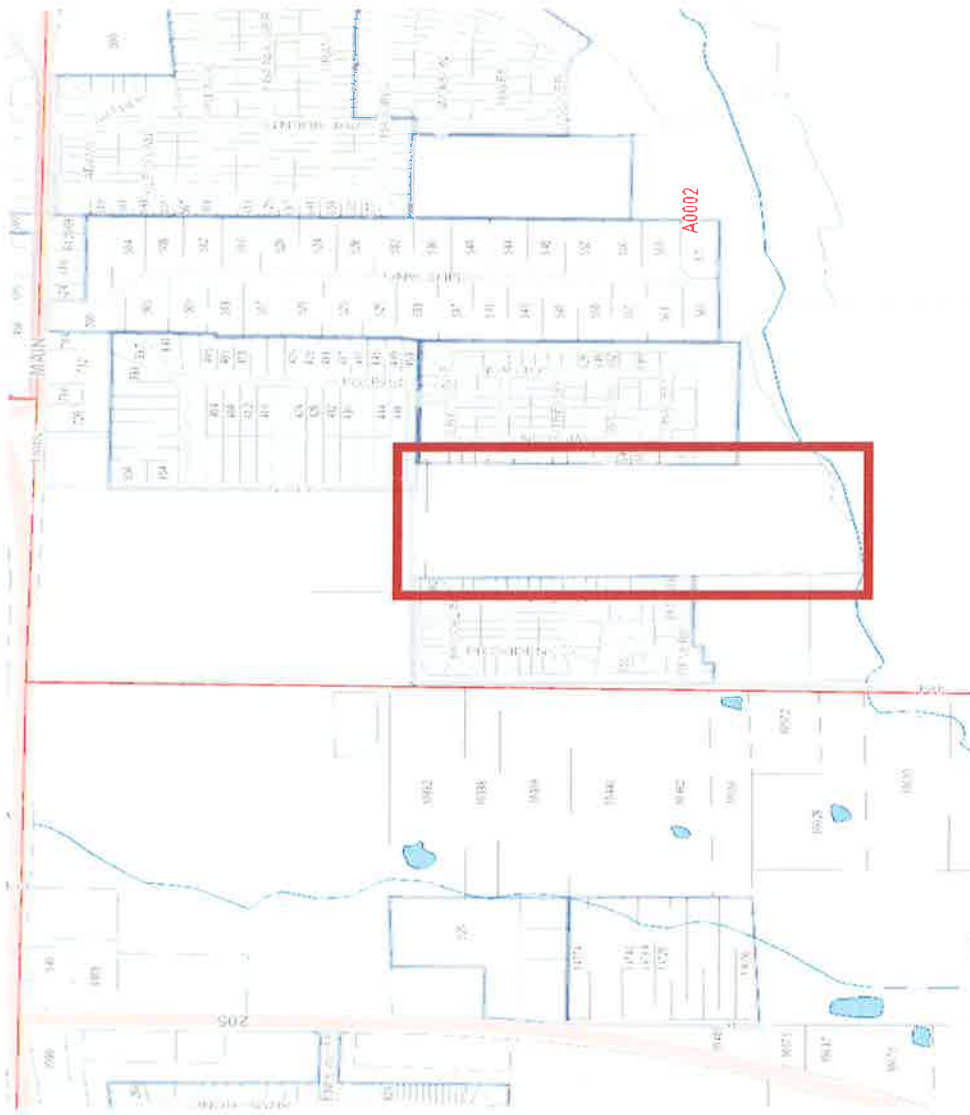
NOTE:
 THIS CONCEPT PLAN IS EXHIBIT "C" MADE A PART OF THE WRITTEN PLANNED DEVELOPMENT. IT GENERALLY ILLUSTRATES LOT SIZES, FINAL LAYOUT & SIZES WILL BE COMPLETELY WITH APPROVAL OF THE FINAL PLAT AND CONSTRUCTION PLANS.



TYPICAL LOT BUILDING LINES, UTILITY EXPOSURES & SIDEWALK & DRIVEWAY DETAIL

NOTE: SIDE IS ALLOWED TO BE PLACED ON LOT LINE
 ALL UTILITY LINES SHALL BE PLACED ON LOT LINE
 ALL LOT FRONT SETBACKS SHALL BE FROM WALKWAY LINE
 ALL LOT FRONT SETBACKS SHALL BE FROM WALKWAY LINE

Traditions Ph 2 – Location Exhibit





**CITY OF LAVON
CITY COUNCIL
Agenda Brief**

MEETING: May 7, 2019

ITEM: 7 - C

Item:

Discussion and action regarding Resolution No. **2019-05-03** authorizing the Mayor to execute a professional services agreement with Birkhoff, Hendricks & Carter, LLP for professional engineering services related to the City of Lavon Stormwater Management Program; and providing an effective date.

Background:

In 2016, the City engaged the engineering firm of Birkhoff, Hendricks & Carter, LLP to perform professional engineering services related to the current City of Lavon Stormwater Management Program (SWMP) that was previously prepared by Freese and Nichols, Inc. The term of the statutory plan is for a five-year period.

State and federal laws require that the SWMP be updated regularly. The 2016 program is due to be updated by this summer.

Birkhoff, Hendricks & Carter, LLP has provided good service under the 2016 engagement and has provided a reasonable and comprehensive proposal to perform the work going forward.

Financial Implication:

The legislatively-mandated update is due a few months earlier than the staff anticipated and provisions have been made in an amendment to the current fiscal year budget.

Staff Notes:

The City Attorney has reviewed the agreement and proposed some minor changes. Approval is recommended subject to the City Attorney's approval.

Attachments: Resolution and Agreement

May 3, 2019

CITY OF LAVON, TEXAS
RESOLUTION NO. 2019-05-03

Professional Services Agreement – Birkhoff, Hendricks & Carter

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BIRKHOFF, HENDRICKS & CARTER LLP FOR THE PROVISION OF PROFESSIONAL ENGINEERING SERVICES RELATING TO THE CITY OF LAVON STORMWATER MANAGEMENT PROGRAM; 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 Birkhoff, Hendricks & Carter, LLP for the provision of professional engineering 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 7th day of May 2019.

Vicki Sanson
Mayor

ATTEST:

Kim Dobbs
City Administrator/City Secretary

CITY OF LAVON, TEXAS
RESOLUTION NO. 2019-05-03

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Lavon, Texas**, hereinafter referred to as "City", and **Birkhoff, Hendricks & Carter, L.L.P.**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to complete engineering design and provide additional services for the *City of Lavon Stormwater Management Program* hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering design services for the City under the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and condition of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as expressly set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the City. Engineer shall have no further obligations or responsibilities for the project except as agreed to in writing. Engineer's services and work product are intended for the sole use and benefit of Client and are non-intended to create any third party rights or benefits, or for any use by any other entity or person for any other purpose.

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in North Central Texas and under the same or

similar circumstances and professional license. Professional services shall be performed as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer.

III. Schedule of Work

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service, except for delays beyond the reasonable control of Engineer, to completion, as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such monthly progress reports and itemized statements as are described in said Exhibit "C". City agrees to pay invoices upon receipt. Statement for services shall include a line for previous payments, contract amount, and amount due current invoice.

V. Information To Be Provided By The City

The City agrees to furnish, prior to commencement of work, all information requested by Engineer that is available to the City.

VI. Insurance

Engineer agrees to procure and maintain for the duration of the contract Professional Liability Insurance (\$2,000,000), Worker's Compensation, General Liability and Automobile Insurance.

VII. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

VIII. Contract Termination

The parties agree that City or the Engineer shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to the other. In the event of such termination without cause, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all services completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

IX. Ownership of Documents

Original drawings, specifications and reports are the property of the Engineer; however, the Project is the property of the City. City shall be furnished with such reproductions of drawings, specifications and reports. Upon completion of the services or any earlier termination of this Agreement under Article VII, Engineer will revise drawings to reflect changes made during construction as reported by the City and contractor, and will furnish the City with one set of construction record drawings in accordance with terms provided in Exhibit "A" – Engineering Services.

All deliverables shall be furnished, as an additional service, at any other time requested by the City when such deliverables are available in the Engineer's record keeping system.

X. Complete Contract

This Agreement, including the exhibits hereto numbered "A" through "C" constitutes the entire agreement by and between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous written or oral understanding. This agreement may only be amended, supplemented, modified or canceled by a duly executed written agreement.

XI. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Ms. Kim Dobbs
City Administrator | City Secretary
City of Lavon
120 School Road
Lavon, Texas 75166

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Joseph T. Grajewski, P.E.
Birkhoff, Hendricks & Carter, L.L.P.
11910 Greenville Ave., Suite 600
Dallas, Texas 75243
Phone: (214) 361-7900

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XII. Contract Amendments

This Agreement may be amended only by the mutual agreement of the parties expressed in writing.

XIII. Effective Date

This Agreement shall be effective from and after execution by both parties hereto, with originals in the hand of both parties.

WITNESS OUR HANDS AND SEALS on the date indicated below.

CITY OF LAVON, TEXAS
A Texas Type A General Law City

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
*A Texas Limited Liability Partnership
Texas Board of Professional Engineers Firm No. 526
Texas Board of Professional Land Surveyors Firm No. 100318-00*

By: _____

By:  _____
Joseph T. Grajewski, P.E., Partner

Date: _____

Date: 4/23/19 _____

ATTEST

ATTEST

By: _____

By:  _____

EXHIBIT "A"

ENGINEERING SERVICES

CITY OF LAVON STORMWATER MANAGEMENT PROGRAM

Background:

The Texas Commission on Environmental Quality (TCEQ) has renewed the General Permit for Small MS4's. Permittees have 180 days to submit a Notice of Intent (NOI) with an updated Stormwater Management Program (SWMP). Annual reports are required to be submitted to the TCEQ on an annual basis for calendar years 2019 through 2023.

Engineering Services:

- A. Meet with the City to review the previous SWMP and Best Management Practices (BMP's).
- B. Prepare revisions to the SWMP including revisions to the list of BMP's as requested by the City and/or required by the new General Permit.
- C. Prepare the NOI and assemble a submittal package for to both the regional and state offices of the TCEQ.
- D. Respond to comments provided by the TCEQ and prepare revisions to the SWMP or NOI as directed.
- E. Meet with the City on an annual basis for years 2019 through 2023 to review progress made towards each measurable goal and plans for the following year.
- F. Complete the SWMP Annual Report for years 2019 through 2023 based on feedback from the City and prepare transmittal of the document to both the regional and state offices of the TCEQ.
- G. Respond to comments or requests for information from the TCEQ on review of the annual reports.

Exclusions:

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Fees for permits
- B. Fiduciary Responsibility to the City
- C. Hydrologic or Hydraulic modeling
- D. Implementation of Best Management Practices (BMP's)

EXHIBIT “B”

COMPLETION SCHEDULE

CITY OF LAVON STORMWATER MANAGEMENT PROGRAM

The Notice of Intent (NOI) and updated Stormwater Management Program (SWMP) must be postmarked to the TCEQ by July 23, 2019.

The City’s Stormwater Management Program is operated on a permit year reporting cycle. The annual reports are due within 90 days of the end of each permit year.

EXHIBIT “C”
PAYMENT SCHEDULE

CITY OF LAVON STORMWATER MANAGEMENT PROGRAM

Basic Services:

Payment for the Engineering Services described in Exhibit “A” shall be based on salary cost basis times a multiplier of 2.45, with expenses at actual invoice cost time 1.15. Automobile mileage will be invoiced at the maximum IRS limit per mile. On this basis, maximum fees for time, expenses and mileage shall not exceed the following amounts without written authorization from the City, based on increased scope of services:

Prepare SWMP and NOI	\$18,150
Prepare 2019 – 2023 (Year 1 – 5) Annual Reports.....	\$14,650
Total Amount:.....	\$32,800

Payments are to be made monthly based on the actual hourly expenditures for the Engineering Services.

The maximum overall fee established herein shall not be exceeded without written authorization from the City, based on an increased scope of services.

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
MATT HICKEY, P.E.
ANDREW MATA, JR., P.E.
JOSEPH T. GRAJEWSKI, III, P.E.
DEREK B. CHANFY, P.E.
CRAIG M. KERKHOFF, P.E.

April 23, 2019

Mr. Sonny Mancias
Director of Public Works
City of Lavon
120 School Road
Lavon, Texas 75166

Re: Storm Water Management Program
Professional Engineering Services Agreement

Dear Mr. Mancias:

As you requested, please find enclosed two (2) signed originals of our professional engineering services agreement for work associated with the City of Lavon's Storm Water Management Program.

Thank you for the opportunity to submit this proposal. If this agreement meets with your approval, please sign and return one fully executed original to our office. We look forward to working with you and the City of Lavon and are available to discuss this proposal further at your convenience.

Sincerely,



Joseph T. Grajewski, P.E.

Enclosures

Cc: Ms. Kim Dobbs



CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: May 7, 2019

ITEM: 7 - D

Item:

Discussion and action regarding Ordinance No. 2019-05-01 amending Article 1.04 “Taxation” of the Code of Ordinances to authorize the levy of a tax on all telecommunications services sold in the city; providing a cumulative clause; providing a severability clause; providing for publication and providing an effective date.

Background:

It was recently brought to the city staff’s attention by a colleague in another city that the City of Lavon is not listed on the State of Texas Comptroller’s website listing of “Jurisdictions That Impose Local Sales Tax on Telecommunications Services”. Many comparable cities are on the listing which can be found here: <https://comptroller.texas.gov/taxes/publications/96-339.php>.

Code Excerpt:

Texas Tax Code

Sec. 321.210. TELECOMMUNICATIONS EXEMPTION. (a) There are exempted from the taxes imposed under this chapter the sales within the municipality of telecommunications services unless the application of the exemption is repealed under this section.

An information sheet from the Comptroller’s website is provided herein. The City Attorney prepared the proposed ordinance for City Council consideration to expand the additional sales tax base.

Financial Implication:

Because the Comptroller’s office closely protects the confidentiality of taxpayers, it is difficult to determine what the impact will be. The impact is not anticipated to be substantial but will be more than is presently being collected. Collections should be remitted to the City beginning in FY 19-20.

Staff Notes:

Approval is recommended.

Attachments: Texas State Comptroller’s Information Sheet
Proposed Ordinance

May 3, 2019



Publications

Jurisdictions That Impose Local Sales Tax on Telecommunications Services(96-339)

Revised: March 2019

State law provides that telecommunications services are subject to the state sales tax, but are exempt from all local sales taxes.

The governing body of a city, county, transit authority, or other special purpose district may vote to impose sales tax on these services. The local sales tax is limited to telecommunications services occurring between locations within Texas.

The local sales tax is collected based on where the call originates. If the origin of the call cannot be determined, then the local sales tax collected is based on where the call is billed. Local sales tax on mobile telecommunications services is determined differently.

While telecommunications services are subject to state sales tax, local sales tax is optional. A city, county, transit authority, or special purpose district can impose local sales tax on telecommunications services that occur between locations within Texas. A call from Austin to Dallas is subject to local tax, for instance, while a call from Austin to Chicago is not.

For mobile telecommunications services, the local sales tax rate is determined by the customer's place of primary use, generally the residential or primary business street address. For example, a salesman based in Austin will pay Austin city and transit sales tax on a cellular call from San Antonio to Corpus Christi, since Austin is the place of primary use.

For telecommunication services billed call-by-call or per transmission, the local sales tax rate is determined by where the call or transmission originates. If a visitor in Houston calls someone in Beaumont and charges the call to their home phone in El Paso, Houston local tax is due.

For telephone calls not billed call-by-call, the local sales tax rate is determined by the customer's place of primary use. For example, a subscriber to voice over Internet protocol (VOIP) pays \$39.95 per month for unlimited local and long-distance calls. Charges for calls are not itemized. If the subscriber's home is in Austin, the \$39.95 charge is subject to Austin city and transit tax.

New for April 2019

CITY OF LAVON, TEXAS
ORDINANCE NO. 2019-05-01

Sales Tax - Telecommunications

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AMENDING ARTICLE 1.04 “TAXATION” OF THE CODE OF ORDINANCES TO AUTHORIZE THE LEVY OF A TAX ON ALL TELECOMMUNICATIONS SERVICES SOLD IN THE CITY; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lavon, Texas (the “City Council”) seeks to provide for the public health, safety, and welfare of its citizens; and

WHEREAS, the Texas Tax Code provides for a tax on the sales of telecommunications services within a municipality; and

WHEREAS, the City Council finds that the levying of the tax is in the best interest of the health, safety and general welfare of the citizens of the City of Lavon as set forth below.

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

SECTION 1. RECITALS

The City Council hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City Council hereby incorporates such recitals as part of this Ordinance.

SECTION 2. AMENDMENT

The Code of Ordinances of the City of Lavon, Texas is hereby amended by the addition of Section 1.04.062, to be entitled “Taxation of Telecommunication Services” to read entirely as follows:

Section 1.04.062 Taxation of Telecommunication Services

- a) A tax is hereby authorized on all telecommunications services sold within the City of Lavon, Texas. For purposes of this section, the sale of telecommunications services is consummated at the location of the telephone or other telecommunications device from which the call or other communication originates. If the point of origin cannot be determined, the sale is consummated at the address to which the call or other communication is billed.
- b) The application of the exemption provided for in Texas Tax Code § 321.210 is repealed by the City of Lavon, Texas.

- c) The rate of the tax imposed by this section shall be the same as the rate imposed by the City of Lavon, Texas, for all other local Sales and Use Taxes as authorized by the legislature of the State of Texas.
- d) The City Secretary shall forward to the Comptroller of the State of Texas by United States Registered Mail a copy of this ordinance along with a copy of the minutes of the City Council's vote and discussion on this ordinance.
- e) The tax provided for in this section shall not serve as an offset to, be in lieu of or in any way reduce any amount payable to the City of Lavon, Texas pursuant to any franchise, street use ordinance, statute or, without limitation by the foregoing enumeration, otherwise payable by any provider of telecommunications services; it being the express intent of this section that all such obligations, impositions and agreements of every kind and nature shall remain in full force and effect without reduction or limitation hereby.
- f) Any person who violates any provision of this section may be enjoined by a suit filed in the name of the City of Lavon, Texas in a court of competent jurisdiction.

SECTION 3. CUMULATIVE

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Lavon, Texas, and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 4. SEVERABILITY

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Lavon hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences clauses and phrases be declared unconstitutional or invalid.

SECTION 5. EFFECTIVE DATE

This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

SECTION 6. OPEN MEETINGS

That it is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code.

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas on the 7th day of May 2019.

Vicki Sanson
Mayor

ATTEST:

Kim Dobbs
City Administrator/City Secretary



**CITY OF LAVON
CITY COUNCIL
Agenda Brief**

MEETING: May 7, 2019

ITEM: 7 - E

Item:

Discussion and action regarding Ordinance No. **2019-05-02** amending Ordinance No. **2018-09-02** that approved and adopted a budget for the City for the fiscal year October 1, 2018 through September 30, 2019 to amend adopted revenues and expenditures of the budget; and providing an effective date.

Background:

In order to appropriately allocate funds to cover unanticipated expenditures, to provide for revenues received in excess of budget and to allow for budget variances, a proposed budget amendment is presented for the City Council's consideration.

The proposed amendment reflects greater revenues than expenditures in the general fund or the operations and maintenance budget. To bring the general fund amendment balance to zero \$161,793 is represented as a net change to unassigned fund balance.

Approval is recommended.

If there are any questions regarding the proposed amendment, please contact Kim Dobbs at 972-843-4220 or kim.dobbs@cityoflavon.org.

Attachments: Proposed Ordinance

May 3, 2019

CITY OF LAVON, TEXAS
ORDINANCE NO. 2019-05-02

Budget Amendment #1 Fiscal Year 2018-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AMENDING ORDINANCE NO. 2018-09-02 THAT APPROVED AND ADOPTED A BUDGET FOR THE CITY FOR THE FISCAL YEAR OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019 TO AMEND ADOPTED REVENUES AND EXPENDITURES OF THE BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lavon, Texas has adopted, amended and approved a budget of the expenditures and revenues of all City Departments, Divisions and Offices for the Fiscal Year 2018-2019; and

WHEREAS, the City Council of the City of Lavon, Texas has determined certain amendments need to be made to the budget for the City covering the fiscal year aforesaid; and

WHEREAS, the City Council upon full consideration of the matter, has determined that the amendment to the budget hereinafter set forth is proper and should be adopted.

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

Section 1. That the revenues and appropriations as designated for the payment of expenses for the operation of the City government, hereinafter itemized by a true and correct copy of the Budget Document hereto attached as Exhibit A, are hereby approved.

Section 2. That the expenditures during the fiscal year shall be made in accordance with the budget approved by this ordinance, unless otherwise authorized by a duly enacted ordinance of the City, said budget document being on file for public inspection in the office of the City Secretary.

Section 3. That the necessity for making and approving a budget for the fiscal year, as required by the laws of the State of Texas, requires that this ordinance shall take effect immediately from and after its passage, as the law in such case provides.

Section 4. 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.

DULY PASSED and APPROVED by the City Council of the City of Lavon, Texas, on the 7th day of May 2019.

Vicki Sanson, Mayor

ATTEST:

Kim Dobbs, City Administrator/City Secretary

CITY OF LAVON, TEXAS
ORDINANCE NO. 2019-05-02

EXHIBIT A

FY 18-19 Budget Amendment #1

FY 2018-19 BUDGET

5/3/2019

	2018-19 ADOPTED BUDGET	PROPOSED AMENDMENT 05-07-2019	Amendment Allocation		NOTES
			DEBIT	CREDIT	
GENERAL FUND					
Revenue Accounts					
Taxes 10-1601	\$ 987,176	\$ 709,633	\$ 277,543		allocate M&O rate adjustment to I&S
Oper 10-1502 New Bldg Permit Fees	\$ 20,000	\$ 30,006		\$ 10,006	greater than anticipated
Oper 10-1513 Infrastructure Insp Fees	\$ 75,000	\$ 139,800		\$ 64,800	timing of subdivision infrastructure
Prior Yr 10-1570 Prior Year Carryover	\$ 205,564	\$ 482,462		\$ 276,898	proj exp unrealized and inc rev
Total Revenue			\$ 277,543	\$ 351,704	
Expenditure Accounts					
Admin 30-6060 Computer Software	\$ 5,500	\$ 15,200	\$ 9,700		acctg software - more exp than estimated
Admin 30-6104 Community Events	\$ 5,000	\$ 6,000			additional events and promotions
Admin 30-6450 Sales Tax Rebate	\$ 5,000	\$ 15,000	\$ 10,000		higher sales tax rect on new homes
Fire 50-8113 FD Furnishings	\$ 11,800	\$ 28,000	\$ 16,200		projected exp delayed from FY 17-18
Fire 40-5008 Cleaning	\$ 2,400	\$ 1,600		\$ 800	volunteers to clean EOC
Fire 40-5010 IT	\$ 1,750	\$ 6,150	\$ 4,400		\$3200 report software + 1200 internet
Fire 40-7003 Siren Maint	\$ 1,800	\$ 5,300	\$ 3,500		\$3500 unanticipated maintenance
Fire 40-6210 Fire Services General	\$ 2,000	\$ 1,000		\$ 1,000	less than anticipated
Fire 42-6205 Payroll	\$ 65,331	\$ 61,500		\$ 3,831	salary lapse - transition
Fire 42-6206 Health Ins	\$ 8,501	\$ 7,200		\$ 1,301	premium lapse- transition
Police 40-6451 Radio	\$ 5,000	\$ 10,000	\$ 5,000		\$5000 unanticipated repeater
PW 40-6914 Lightbars	\$ -	\$ 2,500	\$ 2,500		replace one lightbar
PW 40-6155 Grounds Maint	\$ 12,500	\$ 17,000			added median west of SH 205
Transfer 50-8200 TIF Fund	\$ 155,000	\$ -		\$ 155,000	funded from I&S transfer
Outsour 50-8412 MS 4 Execution	\$ 4,500	\$ 27,500	\$ 23,000		5-year renewal due earlier than expected
Total Expenditure			\$ 74,300	\$ 161,932	
Total revenue and expenditure			\$ 351,843	\$ 513,636	
Net change				\$ 161,793	
LEDC					
Revenue Accounts					
Carryover	\$ 97,000	\$ 98,159		\$ 1,159	adjust per prior year - year end
Total Revenue			\$ -	\$ 1,159	
Expenditure Accounts					
3-1c Auditor	\$ 1,500	\$ 3,200	\$ 1,700		bill incurred prior year for two pmts this fy
Total Expenditure			\$ 1,700	\$ -	
Total revenue and expenditure			\$ 1,700	\$ 1,159	
Net change to debt service fund reserve				\$ (541)	
DEBT SERVICE					
Revenue Accounts					
10-3750 Property Tax	\$ 464,279	\$ 738,254		\$ 273,975	allocate I&S rate adjustment; TIF; reserve
Total Revenue			\$ -	\$ 273,975	
Expenditure Accounts					
90-_____ Transfer to TIF fund	\$ -	\$ 187,733	\$ 187,733		previously GF 50-8200 - \$155,000
Total Expenditure			\$ 187,733	\$ -	
Total revenue and expenditure			\$ 187,733	\$ 273,975	
Net change to debt service fund reserve				\$ 86,242	
TIF FUND					
Revenue Accounts					
10-1320 City of Lavon Contribution	\$ 152,933	\$ 188,000		\$ 35,067	rate allocation for TIF and reserve
Total Revenue			\$ -	\$ 35,067	
Net change to TIF Fund balance- city				\$ 35,067	



CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: May 7, 2019

ITEM: 7- F

Item:

Discussion and action regarding board and commission appointments – Planning and Zoning Commission, Lavon Economic Development Corporation (LEDC) Board of Directors, LVFD Board of Directors and IFC Building Board of Appeals.

Background:

In addition to the elected City Council, several appointed boards and commissions provide invaluable contributions to the City through their service. The members of these boards are appointed by the City Council for specific terms of service.

LEDC Director Larry Munson recently resigned his position creating a vacancy on the LEDC Board in Place 4 for an unexpired term.

The terms of members of the Planning and Zoning Commission in Seat 1 and 3 and 5 are up for consideration for June 1, 2019 and the term of the LVFD Board of Directors, Seat 2 is up for consideration in June. Additionally, the appointment of Jason Browning to Seat 8 of the IFC Building Board of Appeals is presented. A worksheet listing the terms and members of the boards and commissions is provided.

There are not any applications for volunteers on file at this time.

Attachments: Spreadsheet – Boards & Commissions

May 3, 2019

City of Lavon Boards & Commissions

April 2019

Place	Elected / Appointed	Name	Term Expires	Appointment Notes
City Council Members				Elected
Mayor	6/19/2018	Vicki Sanson	11/2019	
Place One	6/19/2018	John Kell	11/2020	
Place Two	11/7/2017	Mike Cook	11/2019	
Place Three	11/21/2016	Kay Wright	11/2020	
Place Four	1/15/2019	Ted Dill	11/2019	
Place Five	11/21/2016	Mindi Serkland	11/2020	
Economic Development Corp Board of Directors				7 members; 4 CC/staff; county resident
Place 1, Chair		Kay Wright	7/15/2020	
Place 2	7/17/2018	Manzelle Williams	7/15/2019	
Place 3	9/19/2017	Vicki Sanson	7/15/2020	
Place 4			7/15/2019	<i>Larry Munson resigned</i>
Place 5	7/17/2018	Dustin Cowin	7/15/2020	
Place 6	7/18/2017	John Kell	7/15/2019	
Place 7	1/20/2009	David Pickarski	7/15/2020	
Planning & Zoning Commission				5 members, residency req
Seat 1	1/17/2017	Brad Tiegs	6/1/2019	
Seat 2	7/19/2016	Deborah Nabors	6/1/2020	
Seat 3	9/6/2016	Cynthia Coker	6/1/2019	
Seat 4	11/3/2015	Tom Ormsby	6/1/2020	
Seat 5, Chair	8/16/2011	David Rosenquist	6/1/2019	
	ex officio	Vicki Sanson	6/1/2019	<i>Council Liaison</i>
Parks & Recreation Board				5 members, CC liaison; residency req
Seat 1	4/17/2012	Mike Gulino	1/1/2021	
Seat 2	1/16/2018	Kelly Turk	1/1/2020	
Seat 3	5/1/2018	Ashley Lambert	1/1/2021	
Seat 4, Chair	4/17/2012	Bradley Tiegs	1/1/2020	
Seat 5 - Council	11/6/2018	Mindi Serkland	1/1/2021	<i>Council Liaison</i>
Alternate	1/15/2019	Michael Smith	1/1/2020	
TIF (TIRZ #1)				5 members, Mayor appt; Council consent
Seat 1	1/2/2009	David Hawkins	1/1/2020	
Seat 2	1/15/2019	Tracy Filo	1/1/2021	
Seat 3, Chair	1/6/2015	Chris Kane	1/1/2020	
Seat 4	1/17/2017	Chuck Teske	1/1/2021	
Seat 5	1/2/2009	Darlene Hurth	1/1/2020	
IFC Building Board of Appeals				8 members
Seat 1	9/18/2018	Joe Wetzel	9/1/2020	
Seat 2	9/18/2018	Tom Paroski	9/1/2019	
Seat 3	9/18/2018	Jeff Donaldson	9/1/2020	
Seat 4	9/18/2018	Paul Slay	9/1/2019	
Seat 5	9/18/2018	Derek Hanson	9/1/2020	
Seat 6	9/18/2018	Micki Hollien	9/1/2019	
Seat 7	9/18/2018	Richard Hollien	9/1/2020	
Seat 8, Chair	9/18/2018	Jason Browning	---	Fire Marshal - Ex Officio
LVFD Board of Directors				3 members
Seat 1	6/19/2018	Mindi Serkland	6/19/2020	
Seat 2	6/19/2018	Mike Jones	6/19/2019	
Seat 3	6/19/2018	Kelly Turk	6/19/2020	