



AGENDA
JULY 7, 2020
LAVON CITY COUNCIL
7:00 PM
REGULAR MEETING
TELEPHONIC MEETING

DIAL IN TO PARTICIPATE: (425) 436-6349
or (844) 854-2222; enter **ACCESS CODE: 856485**

In accordance with the orders of the Office of the Governor, the meeting will be conducted by telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19). There will be no physical location for the meeting. The meeting agenda and packet are posted online at www.cityoflavon.com.

The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. A recording of the telephonic meeting will be made and will be available to the public in accordance with the Open Meetings Act upon written request.

- 1. PRESIDING OFFICER TO CALL THE MEETING TO ORDER AND ANNOUNCE THAT A QUORUM IS PRESENT**
- 3. INVOCATION**
- 4. CITIZENS COMMENTS**
Citizens may provide comments (3-minute time limit/person). The City Council response regarding items that are not on the agenda may be to request items be placed on a future agenda or referred to city staff.
- 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 June 16, 2020 meeting.
 - B.** Approve Resolution No. **2020-07-01** authorizing the Mayor to execute an Interlocal Jail Services Agreement with Collin County for jail services for a one (1) year period from October 1, 2020 to September 30, 2021; and providing for an effective date.
 - C.** Approve Resolution No. **2020-07-02** confirming the authorization of the submission of a grant application for the Police Department NIBRS upgrade; and providing an effective date.
- 7. ITEMS FOR CONSIDERATION**
 - A.** Public hearing, discussion and action regarding the application of Kody Harris for a conditional use permit (CUP) to construct a Temporary Concrete Batch Plant in Bear Creek Phase 3, on 34.105 acres described as a part of A0002 Drury Anglin Survey, (CCAD Property ID 2630457), northwest of the intersection of Autumn Hill Bluff and CR 483, Lavon, TX.
 - 1) Presentation of request.
 - 2) **PUBLIC HEARING** to receive comments regarding the request.
 - 3) Discussion and action regarding the request and accompanying Ordinance No. **2020-07-01**.
 - B.** Discussion and action regarding the award of the construction contract for the City of Lavon Endeavour Blvd. Force Main Lowering and Resolution No. **2020-07-03** authorizing the Mayor to

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execute a construction contract with Hayes Construction, LLC for the amount of \$83,885.25 and 45 calendar days; and providing an effective date.

- C. Public Hearing, discussion and action regarding an application submitted by Andrew Malzer on behalf of owner RaceTrac Petroleum, Inc. for variances to Section 4.05.008 SIGNS – *Approved signs and standards*, Section (b) *Approved permanent signs* for: 1. Section (1) *Freestanding signs* that provides for a maximum height for monument signs of 6’ to permit a maximum height of 8’; 2. Section (3) *Wall signs* that provides for one sign per building to permit three signs; 3. Section (7) *Canopy signs* that provides for a maximum area of 25 sq. ft. to permit 55 sq. ft.; and 4. (11) *General business signs* that provides for a minimum setback of 8’ to permit 2’ at 1000 SH 78, RaceTrac Addition, Lot 1, Block 1, Lavon, Texas.
 - 1) Presentation of request.
 - 2) **PUBLIC HEARING** to receive comments regarding the request.
 - 3) Discussion and action regarding the request.
- D. Discussion and action regarding Resolution No. **2020-07-04** authorizing the Mayor to execute a contingent fee contract with Abernathy, Roeder, Boyd & Hullett, PC pursuant to Texas Tax Code, Section 6.30 and Government Code 2254.1036, said contract being for the collection of delinquent government receivables owed to the City of Lavon and replacing the contract approved by Resolution No. **2020-05-06**; providing for an effective date.
- E. Discussion and action regarding Ordinance No. **2020-07-02** authorizing the sale of beer and wine for off-premise consumption pursuant to the authority of Texas Alcoholic Beverage Code, Section 251.725 to 27 acres of commercially-zoned property in the LakePointe Addition; providing for a severability clause; providing for an effective date.
- F. Discussion and action regarding Ordinance No. **2020-07-03** authorizing the sale of beer and wine for off-premise consumption pursuant to the authority of Texas Alcoholic Beverage Code, Section 251.725 to 2 acres of commercially-zoned property in the Lake Breeze Addition; providing for a severability clause; providing for an effective date.
- G. Discussion and action regarding the nominations of the Board of Trustees of the Texas Municipal League (TML) Intergovernmental Risk Pool
- H. Discussion and action regarding orders and regulations, programming, city facilities and operations related to COVID-19.

11. CITY COUNCIL TO SET FUTURE MEETINGS AND AGENDAS

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

July 21 – Regular Meeting

12. PRESIDING OFFICER TO ADJOURN THE CITY COUNCIL MEETING

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

This is to certify that this Agenda was duly posted on the City’s website at www.cityoflavon.com and at City Hall and on or before 6:00 PM on July 3, 2020.



Kim Dobbs, City Administrator/City Secretary

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NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036

WHEREAS, the City of Lavon (“City”), wishes to renew its contingent fee contract with the law firm of Abernathy, Roeder, Boyd & Hullett, P.C. (“Firm”) and hereby posts this notice pursuant to Sec. 2254.1036 of the Government Code.

WHEREAS, this notice shall be posted before or at the time of giving the written notice required by Government Code Sec. 551.041 for a meeting described by Sec. 2254.1036(2) of the Government Code and shall announce the following:

- A. The City is pursuing a renewal of its contract with the Firm for the collection of delinquent property taxes owed to the City and through this contract the City seeks to increase recovery of its delinquent debts in the most effective and efficient manner. The desired outcome is the efficient collection of delinquent property taxes, penalties, and interest. GOVT. CODE § 2254.1036(1)(A).
- B. The City believes the Firm has the qualifications, competency, and experience necessary to fulfill the contract. GOVT. CODE § 2254.1036(1)(B). The Firm and its predecessor, Gay, McCall, Isaacks, & Roberts, PC, collected delinquent government receivables for nearly 40 years, and represented the City in delinquent tax matters, and the Firm has continued that tradition since Gay, McCall, Isaacks, & Roberts, PC, joined in July 2018. The Firm is local, with an office in McKinney, Texas. It employs more than 50 individuals, including 19 attorneys. Its collection team consists of long-term Firm employees, including attorneys, paralegals, law clerks, legal secretaries, collection support personnel and information technology experts.
- C. The nature of any relationship between the City and the Firm is as follows. GOVT. CODE § 2254.1036(1)(C).
 - i. The Firm and its predecessor Gay, McCall, Isaacks & Roberts, PC, has represented the City in the collection of delinquent taxes for many years.
- D. The City is unable to perform this function and efficiently collect its own delinquent taxes. GOVT. CODE § 2254.1036(1)(D). The services involve filing a high volume of cases each month and performing the services in-house would require the taxing units to invest in additional technology, personnel, and other resources to provide adequate support services incidental to the legal services.
- E. These collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(1)(E). The Tax Code allows the assessment of a percentage-based fee to recover the costs of collecting delinquent taxes (Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48). This percentage-based fee is assessed only against the debtor and not the City or taxpayers of the City. The collection of delinquent taxes is a high-volume practice, requiring a significant amount of research, mailing, and handling of outbound/inbound calls. An hourly fee for such work will likely exceed amount of delinquent taxes due and represent an additional cost to the City. The Tax Code does not expressly authorize the City to pay for collection services based on an hourly fee.
- F. The City believes this contingent fee contract is in its best interest. GOVT. CODE § 2254.1036(1)(F). Under the contingent fee contract, the Firm will be paid the amount of the percentage-based collection fee, regardless the number of hours the Firm spends to collect the delinquent debt. Additionally, the percentage-based collection penalty is a pass-through expense to the debtor and not an expense to the City or taxpayers in the City. This contract will allow the Taxing Entities to recover delinquent property taxes, penalties and interest that are essential revenue.

Posted City Council Meeting Agenda by the City of Lavon on the 3rd day of July 2020.



**MINUTES
JUNE 16, 2020
LAVON CITY COUNCIL
REGULAR MEETING
TELEPHONIC MEETING
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS
7:00 P.M.**

The meeting was conducted telephonically in accordance with the orders of the Office of the Governor in order to advance the public health goal of limiting face-to-face meetings to slow the spread of the Coronavirus (COVID-19). The meeting agenda and packet were posted on the city website prior to the meeting.

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., TOOK ROLL AND CONFIRMED A QUORUM PRESENT.**

2. **MAYOR SANSON OBSERVED A MOMENT OF SILENCE.**

3. **CITIZENS COMMENTS**

There were no citizens comments.

4. **ITEMS OF INTEREST/COMMUNICATIONS**

- Blood Drive in the Gym at City Hall 11:00am-3:00pm
- LEDC has mailed out \$20 coupons to City of Lavon residents.

6. **CONSENT AGENDA**

A. **Approve the minutes of the June 2, 2020 meeting.**

B. **Accept the Heritage Public Improvement District #1 Assessment Report Summary dated 5/31/2020 and authorize the payment of all invoices for the Public Improvement District #1.**

C. **Approve Resolution No. 2020-06-03 authorizing the Mayor to execute an Interlocal Dispatch Services Agreement for the Fire Department with Collin County for one-year period from October 1, 2019 to September 30, 2020.**

MOTION: APPROVE THE CONSENT AGENDA.

MOTION MADE: DILL

SECONDED: SERKLAND

APPROVED: UNANIMOUS

7. **ITEMS FOR CONSIDERATION**

A. **Discussion and action regarding Resolution No. 2020-06-04 approving the 2020 Annual Service Plan Update including authorizing the collection of the 2020 annual installments for the LakePointe Public Improvement District.**

City Administrator Kim Dobbs provided information regarding the annual update required by state law. PID Administrator Mary Petty, P3 Works, presented the updated Service and Assessment Plan (SAP) and answered questions regarding the update. Ms. Petty explained that the proposed SAP Update also updates the Assessment Roll for 2020.

MOTION: APPROVE RESOLUTION NO. 2020-06-04 UPDATING THE 2020 ANNUAL SERVICE PLAN INCLUDING AUTHORIZING THE COLLECTION OF THE 2020 ANNUAL INSTALLMENTS FOR THE LAKEPOINTE PUBLIC IMPROVEMENT DISTRICT.

MOTION MADE: SERKLAND
SECONDED: KELL
APPROVED: UNANIMOUS

- B. Discussion and action regarding Resolution No. 2020-06-05 authorizing the Mayor to execute a Standard Utility Agreement with the State of Texas, acting by and through the Texas Transportation Commission, for state participation in the costs of the lowering and relocation of an existing sanitary sewer main crossing and running parallel to State Highway 205.**

Ms. Dobbs provided information regarding the widening of State Highway 205 (SH 205) and the location of the existing sanitary sewer main crossing near Endeavor. Ms. Dobbs explained that funding for a portion of the relocation will be shared with TXDOT due to the relocation of a portion the sewer line. Ms. Dobbs added that TXDOT will reimburse the city for just over fifty-seven percent (57.88%), representing an estimated amount of \$83,421.37.

MOTION: APPROVE RESOLUTION NO. 2020-06-05 AUTHORIZING THE MAYOR TO EXECUTE A STANDARD UTILITY AGREEMENT WITH THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS TRANSPORTATION COMMISSION, FOR STATE PARTICIPATION IN THE COSTS OF THE LOWERING AND RELOCATION OF AN EXISTING SANITARY SEWER MAIN CROSSING AND RUNNING PARALLEL TO STATE HIGHWAY 205, SUBJECT TO THE CITY ENGINEER'S APPROVAL.

MOTION MADE: WRIGHT
SECONDED: SERKLAND
APPROVED: UNANIMOUS

- C. Discussion and action regarding Resolution No. 2020-06-06 granting and authorizing the Mayor to execute a Utility Easement and Covenant of Access and a Memorandum of Understanding with Farmers Electric Cooperative, Inc.**

Ms. Dobbs stated that Farmers Electric Cooperative, Inc. (FEC) has requested an easement across the city-owned property north of Crestridge Meadows subdivision adjacent to County Road 484. It was noted that the creek crossing will be above-ground.

MOTION: APPROVE RESOLUTION NO. 2020-06-06 GRANTING AND AUTHORIZING THE MAYOR TO EXECUTE A UTILITY EASEMENT AND COVENANT OF ACCESS AND A MEMORANDUM OF UNDERSTANDING WITH FARMERS ELECTRIC COOPERATIVE, INC.

MOTION MADE: KELL
SECONDED: DILL
APPROVED: UNANIMOUS

- D. Discussion and action regarding Resolution No. 2020-02-07 approving HIV/AIDS Workplace Guidelines and Policy.**

Ms. Dobbs reviewed the terms and conditions for applying for the Coronavirus Relief fund (CFR), and the city attorney's recommendation to implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code.

MOTION: APPROVE RESOLUTION NO. 2020-02-07 APPROVING HIV/AIDS WORKPLACE GUIDELINES AND POLICY.

MOTION MADE: SERKLAND
SECONDED: WRIGHT
APPROVED: UNANIMOUS

E. Presentation, discussion and action regarding Resolution No. 2020-06-08 authorizing an amendment to the contract with Community Waste Disposal (CWD) for the collection, hauling and disposal of municipal solid waste to approve a market adjustment to rates charged.

Ms. Dobbs introduced Nicole Roemer, Community Waste Disposal, who presented the request for the 2020 Annual Market Adjustment that is provided for in the City's contract. Ms. Roemer noted that the adjustment is a function of CPI, Fuel, and Disposal cost factors. Ms. Roemer and Ms. Dobbs provided information regarding the City's proposed request and CWD's agreement that in light of volatile economic conditions related to the oil/gas industry and COVID-19 since the March calculation was prepared, CWD will re-calculate the Market Adjustment in October (three months from the effective date of July 1) to see if there is a substantial difference in the indexes. If there is a difference that would be positive to the City, CWD agreed to consider an adjustment that would be effective at the time it is considered until the next anniversary date. If the difference would be negative to the City, CWD agreed that the adjustment approved by Resolution No. 2020-06-08 would remain in effect until the next Market Adjustment on the anniversary date. Ms. Dobbs noted that there was no rate increase recommended to be passed on to the customers.

MOTION: APPROVE RESOLUTION NO. 2020-06-08 AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH COMMUNITY WASTE DISPOSAL (CWD) FOR THE COLLECTION, HAULING AND DISPOSAL OF MUNICIPAL SOLID WASTE TO APPROVE A MARKET ADJUSTMENT TO RATES CHARGED.

MOTION MADE: WRIGHT
SECONDED: DILL
APPROVED: UNANIMOUS

F. Discussion and action regarding board and commission appointments – Lavon Economic Development Corporation Board of Directors, Planning and Zoning Commission and Lavon Volunteer Fire Department Board of Directors.

Ms. Dobbs relayed that the members of the Planning & Zoning Commission and LVFD Board of Directors who were up for reappointment were willing to continue in their appointed positions. Ms. Wright added that the same was true of the LEDC Board members.

MOTION: APPROVE THE REAPPOINTMENT AND THE TERMS OF LEDC BOARD MEMBERS KAY WRIGHT, PLACE 1; VICKI SANSON, PLACE 3; JOE SERPETTE; PLACE 5 AND JOSE GARCIA, PLACE 7; AND THE REAPPOINTMENT OF PLANNING & ZONING COMMISSION MEMBERS DEBORAH NABORS, SEAT 2 AND MICHAEL SMITH, SEAT 4; AND THE REAPPOINTMENT OF LVFD BOARD OF DIRECTORS MINDI SERKLAND, SEAT 1 AND KELLY TURK, SEAT 3.

MOTION MADE: SERKLAND
SECONDED: WRIGHT
APPROVED: UNANIMOUS

G. Discussion and action regarding orders and regulations, programming, city facilities and operations related to COVID-19.

Ms. Dobbs provided information regarding current COVID cases and recoveries in the 75166 area. Ms. Dobbs further noted that city operations have continued smoothly as usual with the lobbies closed to the public at City Hall and the Police Department. Ms. Dobbs added that the Municipal Court successfully conducted court on June 6 and that Municipal Court Clerk Sue Johnson did a great job of preparing and coordinating the Municipal Court COVID-19 Operating Plan.

There was discussion of returning employees from teleworking in phases as appropriate. The City Council expressed concern and care for the safety and desires of the employees. The consensus of the City Council was to continue with telephonic meetings and keeping the public areas of city buildings closed until further discussion on July 7.

The City Council reviewed suggested recommendations for garage sales and outdoor retail sales. Ms. Dobbs explained that since March, the City had not issued garage sale permits and acknowledged that

had not stopped garage sales from occurring. The City Council expressed support for issuing permits and publicizing the suggested guidelines.

8. BUDGET WORK SESSION:

Discussion regarding the financial status for current fiscal year, budget calendar, anticipated commitments, departmental service levels, fee schedule, and projected needs for FY 2020-21.

Ms. Dobbs provided a presentation regarding the upcoming budget process, departmental summaries, the Collin Central Appraisal District Certified Estimate of Taxable Value and the appeals process, Senate Bill 2 requirements and implications, and the Texas Comptroller's Tax Rate Notice information. The City Council directed that the next budget work session should be scheduled for the second meeting in July.

8. DEPARTMENT REPORTS

- A. Police Services** – Police Chief Mike Jones presented reports regarding traffic stops, calls for service, call breakout information, COVID changes and community relations officer's report.
- B. Fire Services** – Fire Chief Danny Anthony presented the LFD service and equipment report.
- C. Public Works** – Ms. Norton reviewed a report regarding general public works and street maintenance including mowing and trash collection and the sewer plant expansion. A status report was provided Crestridge Meadows, Lavon Farms, Traditions Phase 2, Presidents Rd. Bridge and LakePointe developments construction.
- D. Administration** – Ms. Dobbs referenced and offered to answer questions regarding the reports provided in the meeting packet including the Building Permits Report; CWD Recycling Report, Collin County Tax Collection Reports; Preliminary Tax Value report; Sales Tax Report; TxDOT SH 205 Status Report; TexStar Newsletter and general staff report.

9. CITY COUNCIL TO SET FUTURE MEETINGS AND AGENDAS.

- July 7, 2020 7 p.m. Regular Meeting

10. MAYOR SANSON ADJOURNED THE CITY COUNCIL MEETING AT 8:40 P.M.

DULY PASSED and APPROVED by the City Council of Lavon, Texas, on this 7th day of July 2020.

Vicki Sanson
Mayor

ATTEST:

Kim Dobbs
City Administrator/City Secretary



CITY OF LAVON Agenda Brief

MEETING: July 7, 2020

ITEM: 6 – B

Item:

CONSENT AGENDA

Approve Resolution No. 2020-07-01 authorizing the Mayor to execute an Interlocal Jail Services Agreement with Collin County for jail services for a one (1) year period from October 1, 2020 to September 30, 2021; and providing for an effective date.

Background:

The City has contracted with Collin County for jail services since 2003. The proposed contract contains a rate decrease of \$3.06/day from \$94.47/day to \$91.41/day per inmate. In FY 2018-19, the City paid for twelve (12) inmate days.

Contracting with Collin County provides the lowest cost alternative and the highest level of service. The proposed contract extension essentially continues the contract that has been in place.

The City Attorney has reviewed and approved the agreement.

Financial Consideration:

Funding for the services will continue to be provided in the Annual Operating Budget to adequately provide for the rate increase.

Staff Notes:

Approval is recommended.

Attachments:

1. Resolution and proposed Agreement
2. Worksheet – Entity Costs per inmate/day

CITY OF LAVON, TEXAS
RESOLUTION NO. 2020-07-01

Interlocal Jail Services Agreement – Collin County

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL JAIL SERVICES AGREEMENT WITH COLLIN COUNTY FOR JAIL SERVICES FOR A ONE (1) YEAR PERIOD FROM OCTOBER 1, 2020 TO SEPTEMBER 30, 2021; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council entered into an Interlocal Agreement with Collin County for the provision of jail services in 2003; and

WHEREAS, the term of the original Agreement and of each subsequent amendment is one (1) year with a provision for renewal; and

WHEREAS, the City Council finds it serves the best interest of the City and the public health, safety, and welfare of the City for Collin County to continue to provide jail services to ensure the confinement of persons accused or convicted of an offense.

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

SECTION 1. That the City Council does hereby authorize the Mayor to execute an Interlocal Jail Services Agreement with Collin County for jail services for a one (1) year period from October 1, 2020 to September 30, 2021, which is attached hereto and labeled “**Exhibit A**”;

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

DULY PASSED and APPROVED by the City Council of the City of Lavon, Texas, on the 7th day of July 2020.

Vicki Sanson
Mayor

ATTEST:

Kim Dobbs
City Administrator/City Secretary

CITY OF LAVON, TEXAS
RESOLUTION NO. 2029-07-01

EXHIBIT A

Interlocal Jail Services Agreement – Collin County

Interlocal Jail Services Agreement

This agreement is entered into on the _____ day of _____, 2020, by and between the City of Lavon and Collin County. Both are political subdivisions of the State of Texas.

Recitals

1. The County operates the Collin County Detention Facility, including the Minimum Security facility, (the Detention Facility or County Jail) under chapter 351 of the Local Government Code and part 9 of title 37 of the Texas Administrative Code.
2. The County generally operates the County Jail for the confinement of persons accused or convicted of a violation of state law. *See* Code of Crim. Proc., arts. 2.17–2.18. But the Sheriff may also accept custody of persons accused of class C misdemeanors. *See* Tex. Att’y Gen. Op. No. JM-0151 (1984).
3. The City desires to obtain certain jail services from the County to be performed for the City to insure the confinement of persons accused or convicted of a class C misdemeanor or other violation of a municipal ordinance.

Therefore, under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the parties agree as follows:

Section 1. Definitions

1.01 Jail Services

The term “jail services” means all services legally necessary to provide for the confinement in the County Jail of persons accused or convicted of an offense.

Section 2. Term

2.01 Term

The term of this agreement shall commence on October 1, 2020, and shall continue in full force and effect through September 30, 2021. This agreement may be renewed for additional one (1) year periods at the rates established and agreed upon by both parties each renewal year.

2.02 Termination

A party may terminate this Agreement for any reason by giving ninety (90) days’ written notice to the other party.

Section 3. Services

3.01 Services

The County agrees to provide to City jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County jail at the time the City requests jail services. Space will be unavailable when the County Jail is filled to 100% of its capacity and unable to accept additional inmates.

The Jail Administrator may determine when the County Jail is filled to 100% capacity and unable to accept additional inmates. The Jail Administrator will consider the jail's population, expected incoming inmates (*e.g.* under other jail-services agreements), expected releases, the gender and security-classification mix of the inmate population, inmates' health restrictions, space or cells needed to house and care for problematic or vulnerable inmates, and state law, including the rules and regulations of the Texas Commission on Jail Standards. At times, particular pods or cells may be unavailable for some reason, such as maintenance which shall be taken into account in determining whether the County Jail is filled at 100% of its capacity.

3.02 Persons Accepted

- (1) The Detention Facility will accept persons arrested via a Class C warrant, if the detainee is presented by a Peace Officer with the original warrant, a certified or facsimile copy of a valid arrest warrant, or if the jail staff receives a teletype or email confirmation of the warrant.
- (2) The Detention Facility will allow any Peace Officer to execute any Class C warrant on any detainee in the facility's custody, if the warrant is an original, certified, facsimile, or similarly reliable copy, or if the jail staff receives teletype or email confirmation.
- (3) The Detention Facility will accept all on-view or warrantless arrests of Class C violators. An arresting officer must provide the Detention Facility with (i) the time of arrest and (ii) a properly completed and signed probable-cause affidavit for each person arrested, for compliance with art. 17.033(a) of the Code of Criminal Procedure. Alternatively, an arresting officer must provide an original, certified, facsimile, or similarly reliable copy or confirmation of a magistrate's determination that probable cause exists to believe the arrestee committed the offense as required by art. 17.033(a) of the Code of Criminal Procedure.
- (4) When a defendant has been convicted of a Class C misdemeanor, a Judgment & Sentence is entered against the defendant under to art. 45.041 of the Code of Criminal Procedure. If the defendant defaults in the discharge of the judgment, a Judge may order the defendant confined in a jail. The Detention Facility will accept defendants on such jail commitments only if they are accompanied by a certified copy of the Judgment, Sentence and Order that complies with art. 45.046 of the Code of Criminal Procedure, and that states in part:

- a. "the defendant is not indigent and the defendant has failed in good

faith to discharge the fines and costs” or

- b. “the defendant is indigent and has failed to make a good faith effort to discharge the fine and costs under Article 45.049; and could have discharged the fine and costs under Article 45.049 without experiencing any undue hardship.”

Section 4. Non-Exclusivity of Service Provision

The County may contract to perform services similar or identical to those specified in this Agreement for other municipalities, utility districts, or governmental entities as the County, in its sole discretion, sees fit.

Section 5. Compensation

5.01 Basic Charge

The City will pay the County a Basic Charge of \$91.41 per day or part of a day per inmate that the City requests be confined on the City’s charges, and who is confined, in the County Jail. This Basic Charge, along with Additional Charges under sections 5.02–5.04, will fairly compensate the County. *See* Gov’t Code, § 791.011(e).

5.02 Additional Charges

In addition to paying the Basic Charge, the City will reimburse the County for expenses associated with providing jail services to inmates held on the City’s charges (the City’s inmates). The City will reimburse the County for providing health-care services, including ambulance, medical, hospital, dental, and psychiatric or psychological services to the City’s inmates. Where reasonable and consistent with the County’s legal obligations to care for inmates, including providing them with first aid and emergency and non-emergency medical care and care and monitoring for an at-risk inmate, the County will take reasonable steps to confer with the City about the reasonably foreseeable costs of maintaining the City’s inmates in the Detention Center before incurring an undue balance of such costs.

For conference purposes, “the City” means an officer with sufficient authority to make binding decisions about an inmate’s care or whether to issue a personal recognizance bond with respect to an inmate.

In provisions of the Sandra Bland Act, the legislature directed the Texas Commission on Jail Standards to adopt rules and procedures with regard to a county jail providing access to a mental-health professional through a telemental health service 24 hours a day, access to a health professional at the jail or through a telehealth service 24 hours a day, or, if a health professional is unavailable at the jail or through a telehealth service, provide for the City’s inmate to be transported to access a health professional. *See* Sandra Bland Act, S.B. 1849 (2017), 85th Reg. Sess., § 3.05 (codified at Gov’t Code, § 511.009(a)(23)); *id.* § 3.10 (requiring the Commission to adopt rules and procedures under § 511.009(23) no later than Sept. 1, 2018, and requiring a county jail to comply with such rules and procedures on and after September 1, 2020). It is possible that Collin

County—with advice from its health-services provider or other expert—will voluntarily take steps to comply with such rules and procedures or provide these types of access to inmates before September 1, 2020. If so, then Collin County will confer with the City about its plans to comply with the Sandra Bland Act, regulations resulting from the Act, or similar law, and the parties will negotiate terms for the City to reimburse the County for reasonable costs of providing such services to the City’s inmates.

5.03 Billing

The County will bill the City monthly for jail services. The City will pay the bills under Chapter 2251 of the Government Code, including interest on payments that are not timely made as provided therein.

5.04 Cost of Additional Charges

The County will charge the City for services under section 5.02 of this Agreement at the cost to the County of providing those services to the inmates. The County will provide reasonable documentation or other support of such charges upon the City’s written request.

5.05 Source of Payment

The City will make all payments required under this Agreement from current revenues available to the City. *See* Gov’t Code, § 791.011(d)(3).

Section 6. Lawful Arrest and Detention

The City will comply with all federal, state and local laws regarding conditions precedent to arrest and detention including, but not limited to, determinations of probable cause and other requirements necessary for lawful arrest and detention. Further, the City is solely responsible for compliance with pre-detention procedures and that the City, to the extent permitted by law, will hold the County harmless from any liability, including, but not limited to, obligations, costs, claims, judgments, attorneys’ fees and litigation costs, and attachments, caused by or flowing from the City’s alleged or actual failure to comply with conditions precedent to lawful arrest and detention.

Section 7. Procedures

7.01 Delivery and Release of Inmates

The City agrees to comply with all County rules and procedures regarding jail security in delivering inmates to the Collin County Jail and receiving inmates to be released.

7.02 Removal on Termination

The City agrees to remove all persons confined on the City’s behalf in the Collin County Jail pursuant to this Agreement at least one (1) day before the date of this Agreement’s termination.

Section 8. Civil Liability

To the extent permitted by law, the City is responsible for any civil liability that arises from the County's provision of services under this Agreement. *See* Gov't Code, § 791.006(b). To the extent permitted by law, the City will defend, indemnify, and hold harmless the County from and against all demands, claims, damages, losses and liabilities, including reasonable attorney's fees and litigation expenses, that arise directly or indirectly from the County's performance of this Agreement. This provision falls under subsection (b) of sections 5 and 7 of article XI of the Texas Constitution.

For purposes of this section 8, "County" includes its officials, officers, deputies, employees, insurers, and agents.

With regard to the provision of a defense under this paragraph, the County will reasonably cooperate with the City in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the County's supervision or control.

This agreement does not create any form of personal liability on the part of any official, officer, employee, or agent who is an individual of the City of Lavon or Collin County. Each party will not sue or try to hold an official, officer, employee, or individual agent of the other party personally liable for any personal injuries or property damage.

The parties do not waive any form of immunity by signing this agreement other than as provided herein.

The parties do not intend to create a claim or right for, or in favor of, a person who is not a party to this agreement.

Notwithstanding the foregoing, nothing contained herein shall be construed to require the City of Lavon to levy a tax or establish a sinking fund.

Section 9. Amendment

This Agreement will not be amended or modified other than in a written agreement signed by the parties. No party will try to enforce a purported amendment that is not written and properly approved by each party's governing body under section 791.011(d) of the Government Code.

Section 10. Controlling Law

Texas law will govern this Agreement and the parties' claims and defenses arising out of, or related to, their relationship and performances under this Agreement, regardless of a forum's choice-of-law rules.

Section 11. Notices

11.01 Form of Notice

Unless otherwise specified, the parties will communicate under this Agreement in writing or by email. A party will send important communications, including communications under section 12, in writing and by certified mail to the liaisons in section 11.02.

11.02 Addresses

A party will address a communication to the other’s address as follows:

- (A) Collin County, to:
 Sheriff Jim Skinner
 Collin County Sheriff’s Office
 4300 Community Ave.
 McKinney, Texas 75071

- (B) Collin County Administrator, to:
 Bill Bilyeu
 2300 Bloomdale #4192
 McKinney, Texas 75071

- (C) Collin County Purchasing
 Collin County Administration Bldg.
 2300 Bloomdale Road, Suite 3160
 McKinney, Texas 75071

- (D) If the City, to:

or to such person at such other address as may from time to time be specified in a notice given as provided in this section 11. The City may also provide a copy of a communication to:

The Honorable Chris Hill
Collin County Judge
Collin County Administration Building
2300 Bloomdale Rd. Suite 4192
McKinney, Texas 75071

Section 12. Resolution of Disputes

Should a dispute arise out of this agreement, the County and the City will first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the Parties’ attempts to resolve their disagreements through negotiations fail, the disputes will be mediated by a mutually acceptable third party to be chosen by the County and the City within fifteen days after written notice by one Party to the other demanding mediation under this section. The County and City will share equally in the costs of the mediation. This section’s purpose is to reasonably ensure that the County and the City will in good faith use mediation or another non-binding dispute resolution process before pursuing litigation. A Party’s participation in mediation or another non-binding

dispute resolution process will not be construed as a waiver by a Party of (1) any rights, privileges, defenses, remedies or immunities available to a Party; (2) a Party's termination rights; or (3) other termination provisions or expiration dates provided herein. In the event of a lawsuit or any form of ADR, each party will bear its own attorney's fees and expenses.

Section 13. Captions

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.

Section 14. Counterparts

This Agreement may be executed in counterparts and may be photocopied. A party may use a complete counterpart or photocopy as if it were an original.

Section 15. Obligations of Condition

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.

Section 16. Exclusive Right to Enforce this Agreement

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

Section 17. Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the parties as to the matters set forth here.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

Section 18. No Partnership or Agency

The Parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any Party the partner, agent or legal representative of the other Party, nor create any fiduciary relationship between them for any purpose whatsoever. No Party shall have any authority to act for, or to assume any obligations or responsibility on behalf of, the other party except as may be, from time to time, agreed upon in writing between the Parties or as otherwise expressly provided in this Agreement.

Section 19. Force Majeure

Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling

or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Collin County, Texas

By: _____
Chris Hill, County Judge

Date: _____

City of Lavon, Texas

By: _____

Date: _____

Title: _____

Proposed Inmate per day Expense Entity Impact

Entity	FY 2014 Actual Paid	FY 2015 Actual Paid	FY 2016 Actual Paid	FY 2017 Actual Paid	FY 2018 Actual Paid	FY 2019 Actual Paid	FY 2019 Inmate Days Utilizing FY 2021 Adopted Rate
Anna	\$ 3,559.29	\$ 4,257.19	\$ 3,489.50	\$ 3,768.66	\$ 4,606.14	\$ 4,395.09	\$ 4,252.59
Anna ISD	-	-	-	-	-	-	-
Baylor Scott & White	-	-	-	-	-	-	-
Celina	1,395.80	1,674.96	1,674.96	3,210.34	1,674.96	3,589.86	3,473.47
Collin Co. Community College	-	-	-	-	139.58	-	-
Community ISD	-	-	-	-	-	-	-
DART	-	-	-	-	209.37	-	-
Fairview	418.74	697.90	1,186.43	1,326.01	1,256.22	188.94	182.81
Farmersville	1,465.59	4,466.56	5,443.62	3,140.55	3,000.97	3,873.27	3,747.69
Farmersville ISD	-	-	-	-	-	-	-
Josephine	-	-	69.79	209.37	-	-	-
Lavon	279.16	348.95	907.27	348.95	837.48	1,133.64	1,096.88
Lucas	418.74	279.16	348.95	-	-	94.47	91.41
McKinney	81,305.35	75,442.99	88,005.19	73,349.29	63,090.16	70,285.68	68,006.80
Melissa	2,442.65	3,559.29	5,024.88	2,512.44	3,768.66	3,495.39	3,382.06
Murphy	4,187.40	2,931.18	2,652.02	4,885.30	3,419.71	3,400.92	3,290.65
Parker	279.16	139.58	139.58	209.37	418.74	-	-
Princeton	5,094.67	5,094.67	5,652.99	12,283.04	5,304.04	7,935.48	7,678.19
Prosper	977.06	279.16	1,884.33	1,954.12	2,372.86	3,684.33	3,564.87
Prosper ISD	-	-	-	-	-	-	-
St Paul	-	-	-	-	-	-	-
Westminister	-	-	-	-	-	-	-
Wylie	488.53	-	-	2,931.18	3,978.03	7,179.72	6,946.93
Rates	\$ 69.79	\$ 69.79	\$ 69.79	\$ 69.79	\$ 69.79	\$ 94.47	\$ 91.41
# City Days	1,466	1,421	1,669	1,578	1,348	1,157	
Federal Inmate Housing	\$ 1,102,751.79	\$ 1,118,594.12	\$ 905,525.25	\$ 919,901.99	\$ 821,360.10	\$ 952,492.33	\$ 1,247,520.46
# Federal Days	15,801	16,028	12,975	13,181	11,769	13,648	
Facility Utilization							
% County	94.88%	94.90%	95.54%	95.99%	96.41%	96.16%	
% City	0.44%	0.41%	0.51%	0.43%	0.37%	0.30%	
% Federal	4.69%	4.68%	3.95%	3.58%	3.22%	3.54%	



CITY OF LAVON

Agenda Brief

MEETING: July 7, 2020

ITEM: 6 - C

Item:

CONSENT AGENDA

Approval of Resolution No. 2020-07-02 confirming the authorization of the submission of a grant application for the police department NIBRS upgrade.

Background:

Police Chief Mike Jones applied for an Office of the Governor (OOG) grant in the amount of \$36,854 to pay for the purchase of a NIBRS enabled Report Management System (RMS). The City of Lavon has not received a final award notice however has been notified that the City is in the final stages of the approval process.

A Resolution is required for continued consideration.

Financial Implication:

There is no funding required at this time. If awarded, the grant would offset otherwise required funding by the City.

Staff Notes:

Approval is recommended.

Attachments: Resolution

CITY OF LAVON, TEXAS
RESOLUTION NO. 2020-07-02

NIBRS Grant

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, COLLIN COUNTY, TEXAS, CONFIRMING THE AUTHORIZATION OF THE SUBMISSION OF THE GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR THE LAVON POLICE DEPARTMENT NIBRS UPGRADE; DESIGNATING THE AUTHORIZED OFFICIAL; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the State of Texas has mandated the implementation on NIBRS compliant reporting by 2020; and

WHEREAS, the City Council finds it in the best interest of the citizens of Lavon that the Lavon Police Department NIBRS Upgrade Project be implemented to meet this mandate; and

WHEREAS, the City Council finds that no matching funds are required for the said project by the Office of the Governor Criminal Justice Division grant program for this project; and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City Council assures that the funds will be returned to the Criminal Justice Division in full.

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

SECTION 1. Findings

- 1.1 That the findings and recitations set out in the preamble of this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. Authorized Official

- 2.1 The City Council designates Police Chief J. Michael Jones as the grantee's authorized official.
- 2.2 J. Michael Jones as the authorized official is given the authority to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Lavon.
- 2.3 Upon the Governor's office approval of the final NIBRS Upgrade grant for the Lavon Police Department, J. Michael Jones is authorized to expend grant and matching funds (if any) for the purchase of technology upgrades to implement the mandated NIBRS crime reporting system.

SECTION 3. Passed at Open Meeting

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

SECTION 4. Severability and Effective Date

4.1 It is hereby declared by the City Council of the City of Lavon that if any of the sections, paragraphs, sentences, clauses or phrases of this ordinance shall be declared unconstitutional or otherwise illegal by the valid judgment or decree of any court of competent jurisdiction, such event shall not affect any remaining the sections, paragraphs, sentences, clauses or phrases of this ordinance.

4.2 That this Resolution shall be and become effective from and after its adoption.

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas on the 7th day of July 2020.

Vicki Sanson
Mayor

ATTEST:

Kim Dobbs
City Administrator/City Secretary



CITY OF LAVON

Agenda Brief

MEETING: July 7, 2020

ITEM: 7 - A

Item:

Public hearing, discussion and action regarding the application of Kody Harris for a conditional use permit (CUP) to construct a Temporary Concrete Batch Plant in Bear Creek Phase 3, on 34.105 acres described as a part of A0002 Drury Anglin Survey, (CCAD Property ID 2630457), northwest of the intersection of Autumn Hill Bluff and CR 483, Lavon, TX.

- 1) Presentation of request.
- 2) **PUBLIC HEARING** to receive comments regarding the request.
- 3) Discussion and action regarding the request and Ordinance No. **2020-07-01**.

Background:

In conjunction with the development of the Bear Creek, Phase 3 addition and in accordance with Ordinance No. **2004-09-05** (PD – Grand Heritage), Kody Harris has submitted an application for a conditional use permit (CUP) for a temporary concrete batch plant for construction of the development's streets and infrastructure.

Requisite notice was published in the newspaper and on the website and three (3) notices were provided to the owners of property located within 200 feet of the proposed site. No indication of opposition was received.

A resident inquired about the expected duration of the plant operation and the applicant estimated that the plant would be in operation for 8-10 days.

The plant will be subject to code requirements for equipment operation as follows:

Code Excerpt

CITY OF LAVON – CODE OF ORDINANCES

Sec. 8.03.005 Times for operation of equipment restricted

Except as provided in [Section 8.03.007](#), it shall be unlawful for any person or business to operate, cause to be operated, or allow to be operated equipment or heavy equipment within five hundred feet (500') of an inhabited residential structure between the hours of eight (8) p.m. and seven (7) a.m.

Sec. 8.03.006 Times for performing construction activities restricted

(a) Except as provided in [Section 8.03.007](#), it shall be unlawful for any person or business to perform, cause to be performed, or allow to be performed any construction activity that causes

loud noise within five hundred feet (500') of an inhabited residential structure between the hours of eight (8) p.m. and seven (7) a.m.

(b) Construction activity that causes loud noise shall include but not be limited to:

- (1) Hammering;
- (2) Sawing;
- (3) Operation of backhoes, loaders, tractors or compressors; or
- (4) Any other activity that would disturb the peace and tranquility of the community.

Violation of the above code has a penalty of \$2,000.00

Planning and Zoning Commission Report

MOTION: RECOMMEND APPROVAL OF THE APPLICATION OF KODY HARRIS FOR A CONDITIONAL USE PERMIT (CUP) TO CONSTRUCT A TEMPORARY CONCRETE BATCH PLANT IN BEAR CREEK PHASE 3, ON 34.105 ACRES DESCRIBED AS A PART OF A0002 DRURY ANGLIN SURVEY, (CCAD PROPERTY ID 2630457), NORTHWEST OF THE INTERSECTION OF AUTUMN HILL BLUFF AND CR 483, LAVON, TX.

MOTION MADE: NABORS

SECONDED: COKER

APPROVED: UNANIMOUS (Absent Smith)

Staff Notes:

Approval is recommended.

- Attachments:**
1. Proposed Ordinance
 2. Application for Conditional Use Permit
 3. Location Exhibits
 4. TCEQ Authorization
 5. Neighbor Notice

CITY OF LAVON, TEXAS
ORDINANCE NO. 2020-07-01

Conditional Use Permit – Temporary Concrete Batch Plant

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, AMENDING THE CODE OF ORDINANCES TO GRANT A CONDITIONAL USE PERMIT FOR CONSTRUCTION OF A TEMPORARY CONCRETE BATCH PLANT; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lavon recognizes the need for ongoing development of the City, and that because of such development, an amendment of the zoning ordinance may occasionally be required; and

WHEREAS, the City of Lavon has received an application from Kody Harris for a conditional use permit (CUP) to construct a Temporary Concrete Batch Plant in Bear Creek Phase 3, on 34.105 acres described as a part of A0002 Drury Anglin Survey, (CCAD Property ID 2630457), northwest of the intersection of Autumn Hill Bluff and CR 483, Lavon, Collin County, Texas; and

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Lavon, Texas, in compliance with the laws of the State of Texas and the ordinances of the City of Lavon, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that the City of Lavon Code of Ordinances be amended as follows:

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

SECTION 1. Findings.

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

SECTION 2. Authorization.

- A. The City of Lavon Code of Ordinances, Zoning Code, as heretofore amended, and the same is hereby amended so as grant a Conditional Use Permit on the property described herein to permit construction of a temporary concrete batch plant for the purpose of constructing infrastructure within the development and constructing, repairing, or reconstructing public infrastructure within the vicinity of the development as approved by the Director of Public Works.

- B. That the time period for the Conditional Use Permit shall be the earlier of eighteen (18) months from the effective date or the City’s final acceptance of the improvements.
- C. That the applicant shall proactively maintain dust control related to batch plant operations at all times.
- D. That the plant hours of operations shall be limited to 7:00 a.m. to 8:00 p.m. seven days per week.

SECTION 3. Severability Clause.

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

SECTION 4. Cumulative Clause.

This ordinance shall be cumulative of all provisions of ordinances of the City except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 5. Public Meeting.

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

SECTION 6. Effective Date.

This ordinance shall be in full force and effect immediately upon its passage and approval by the City Council.

DULY PASSED and APPROVED by the City Council of the City of Lavon, Texas, on the 7th day of July 2020.

Vicki Sanson
Mayor

ATTEST:

Kim Dobbs
City Administrator/City Secretary



CITY OF LAVON

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

(972) 843-4220

cityhall@cityoflavon.org

APPLICATION FOR CONDITIONAL USE PERMIT (CUP)

Kody Harris 5/26/2020
Applicant Name Date

Kody Harris (214) 535-4825
Representative, Agent or Owner Phone

Litho Lacy Company khamis@litho.com
Company Email address

1880 Crown Dr, Ste 1200 Dallas, TX 75234
Street City, State, Zip

CR 483 & Presidents Boulevard
Address and Location of Property

161 Residential lots, 4 Non Residential lots
Legal Description of Property

Existing Zoning: _____

REASON FOR REQUEST (Include the type of conditional use requested, dimensions, materials and elevations. Attach a separate sheet if necessary and include supporting documentation.)

Temporary Batch Plant (Concrete)

Signature of Applicant or Representative: Kody Harris

For Office Use Only

Date Received: _____ Date Paid: _____ Fee Paid: _____

Next P & Z Meeting: _____ Next City Council Meeting: _____

RECEIVED
MAY 28 2020
CITY OF LAVON

May 13, 2020

Ms. Archer Chattin
Region 4 - Dallas/Fort Worth
Texas Commission on Environmental Quality
2309 Gravel Drive
Fort Worth, TX 76118-6951

Re: Plant Relocation Request for Bear Creek Ph 3
 Lavon, Collin County, Texas
 CN# 600491294
 Permit No. 53037 (LHL Plant #11-014)

Dear Ms. Chattin:

We request permission to construct and operate the permitted portable concrete batch plant referenced above for the completion of this public works project. The estimated start date of operation for this plant is July 06, 2020. A site map with details is included.

The location of the portable concrete batch plant for Bear Creek Ph 3, Lavon, Collin County, Texas is as follows: Approximately 1280' north of F.M. 483 and 230' west of F.M. 483 in Lavon, Texas. Bear Creek Ph 3 is part of a residential development.

Once the concrete batch plant is officially moved, I will forward the Updated Information for the Movement of a Portable Facility to your attention in a timely manner.

If I can be of any further assistance, please do not hesitate to contact me directly.

Sincerely,

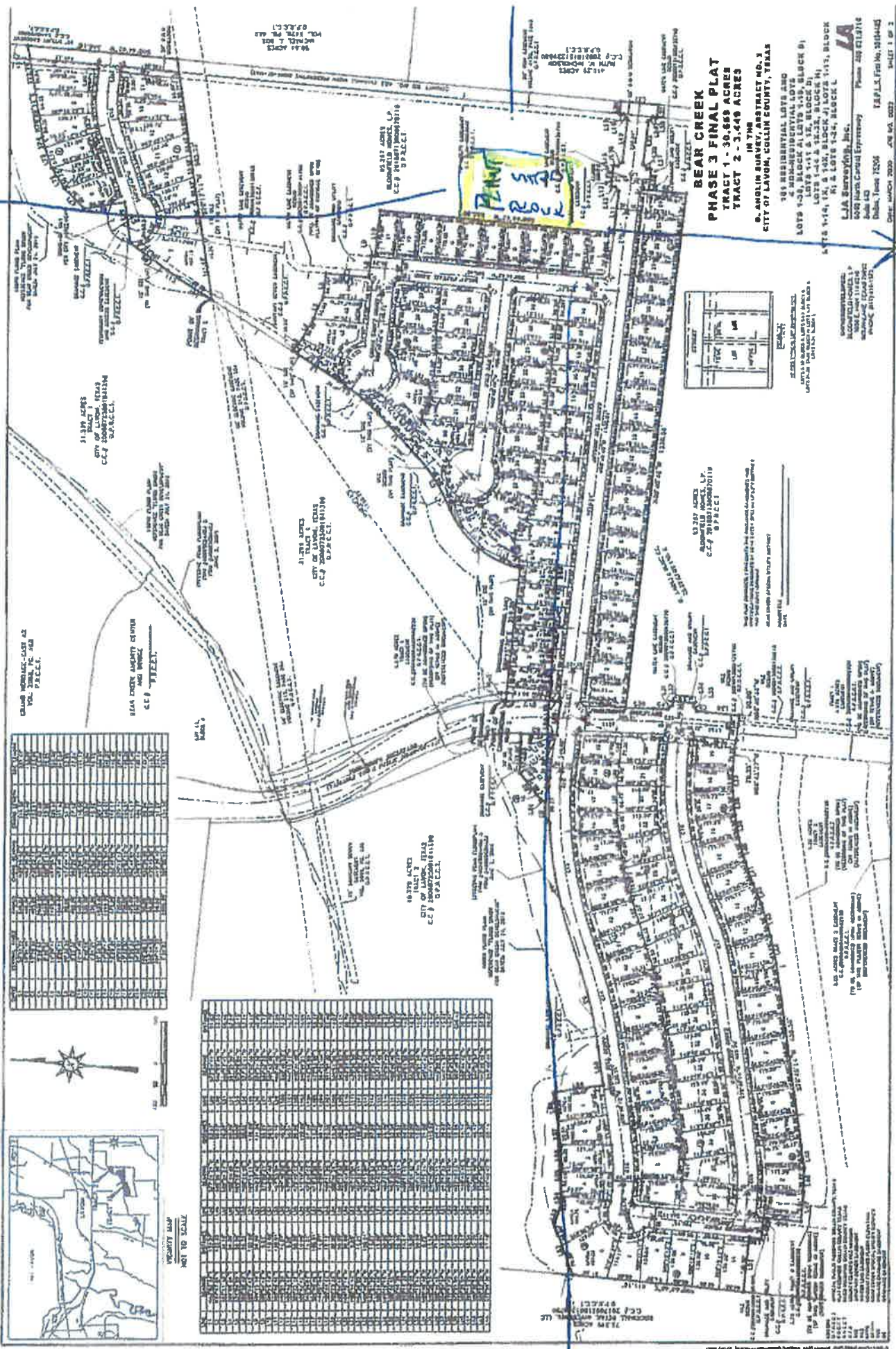


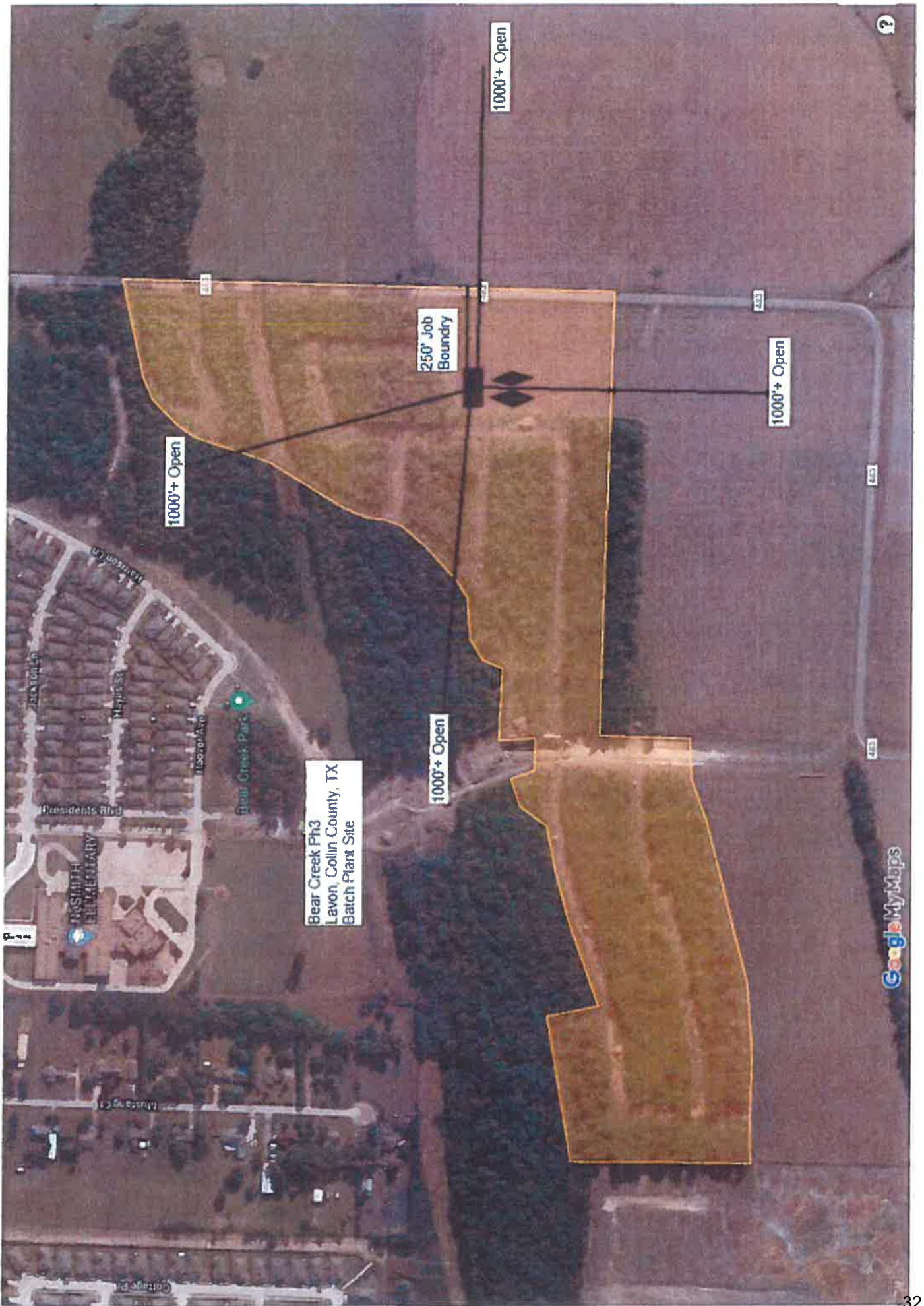
Joshua D Lowry
L.H. Lacy Company, Ltd.
Office: 214.357.0146
Cell: 940.390.2085

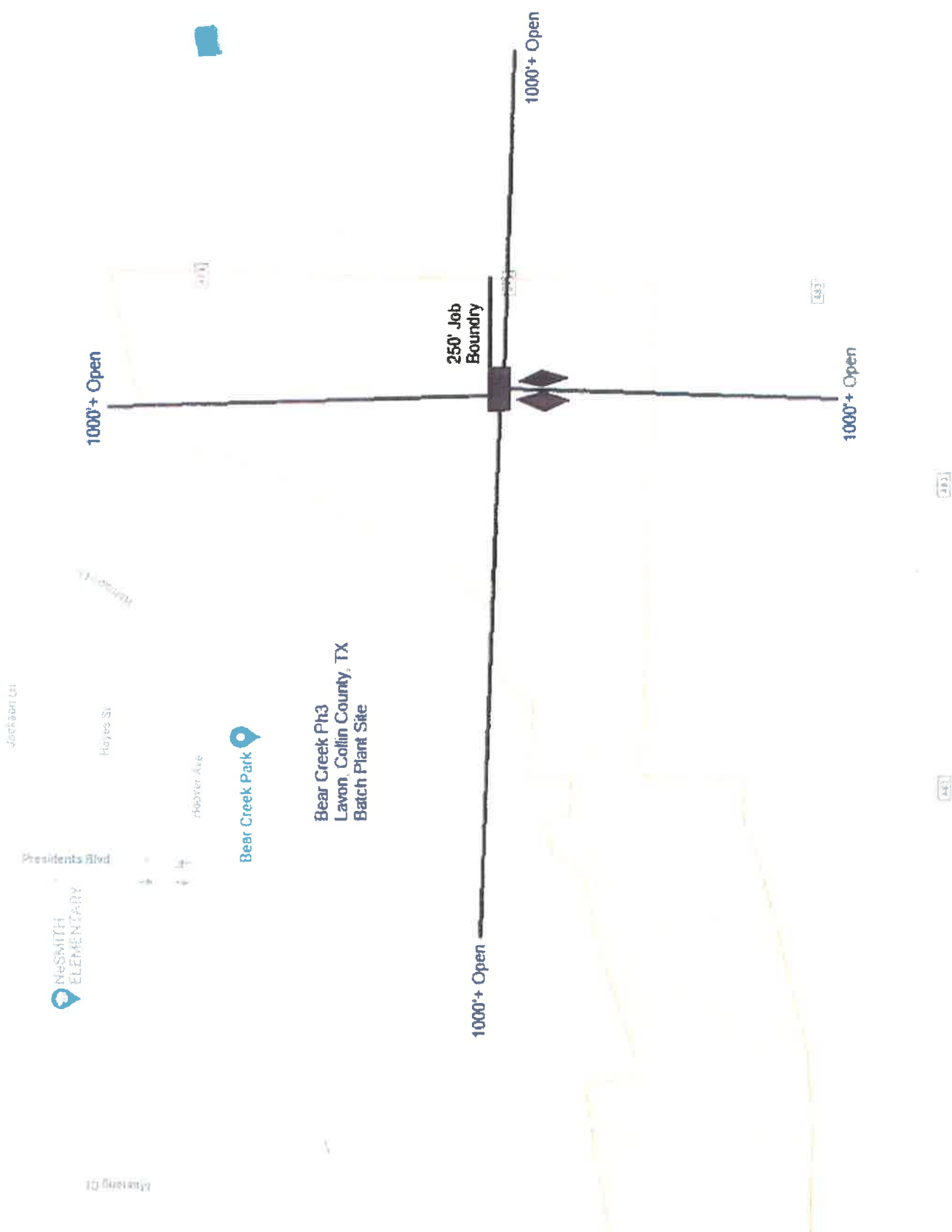
RECEIVED
MAY 28 2020
CITY OF LAVON

1000'
OPEN

OPEN
1000'

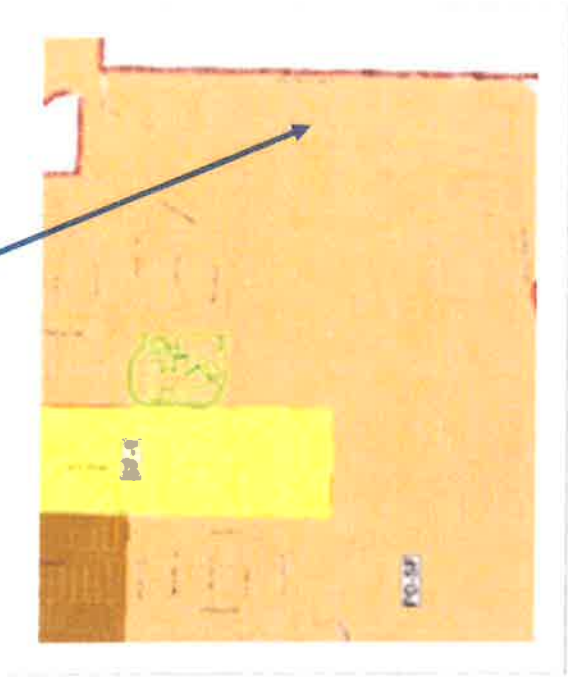
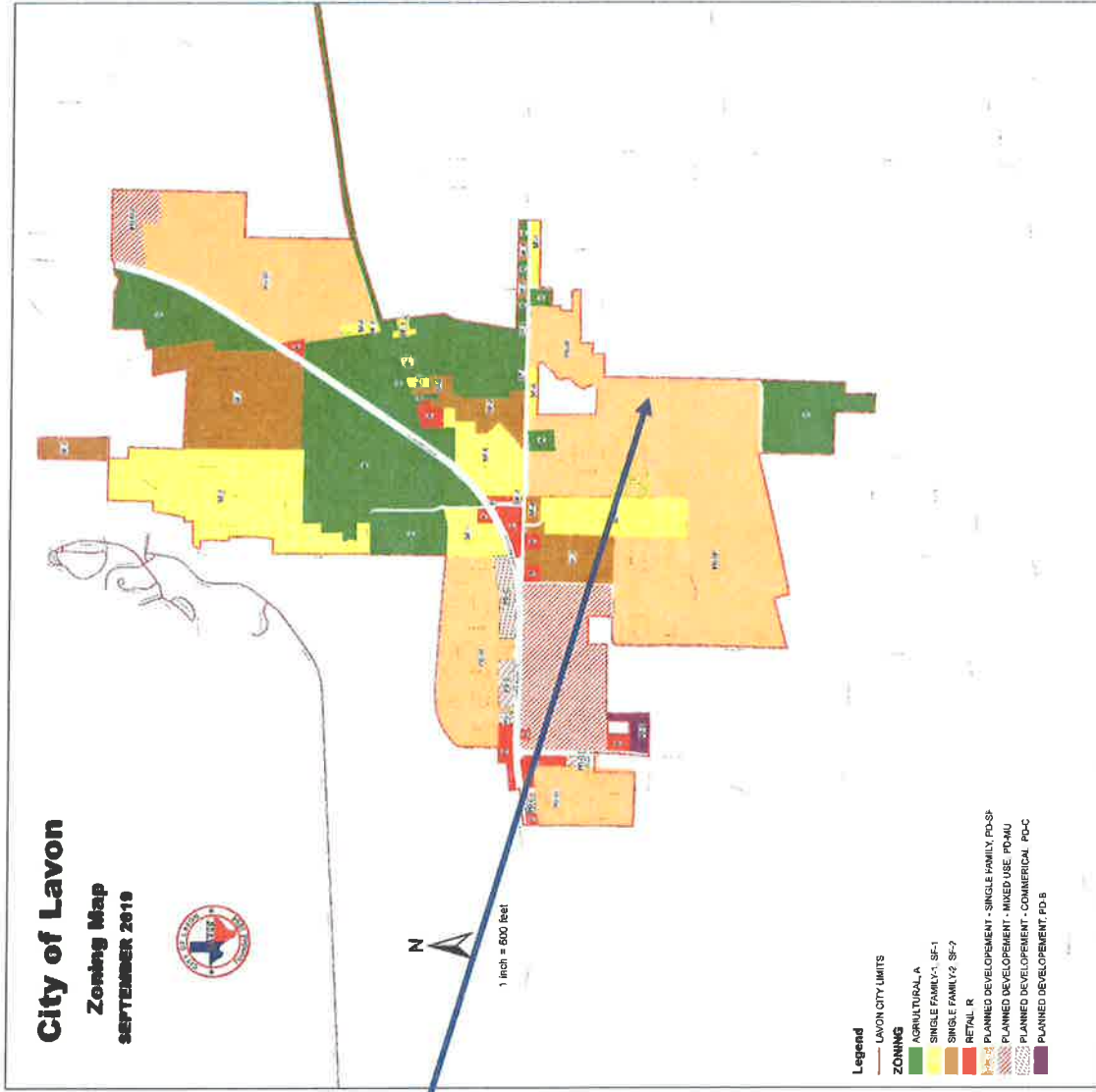




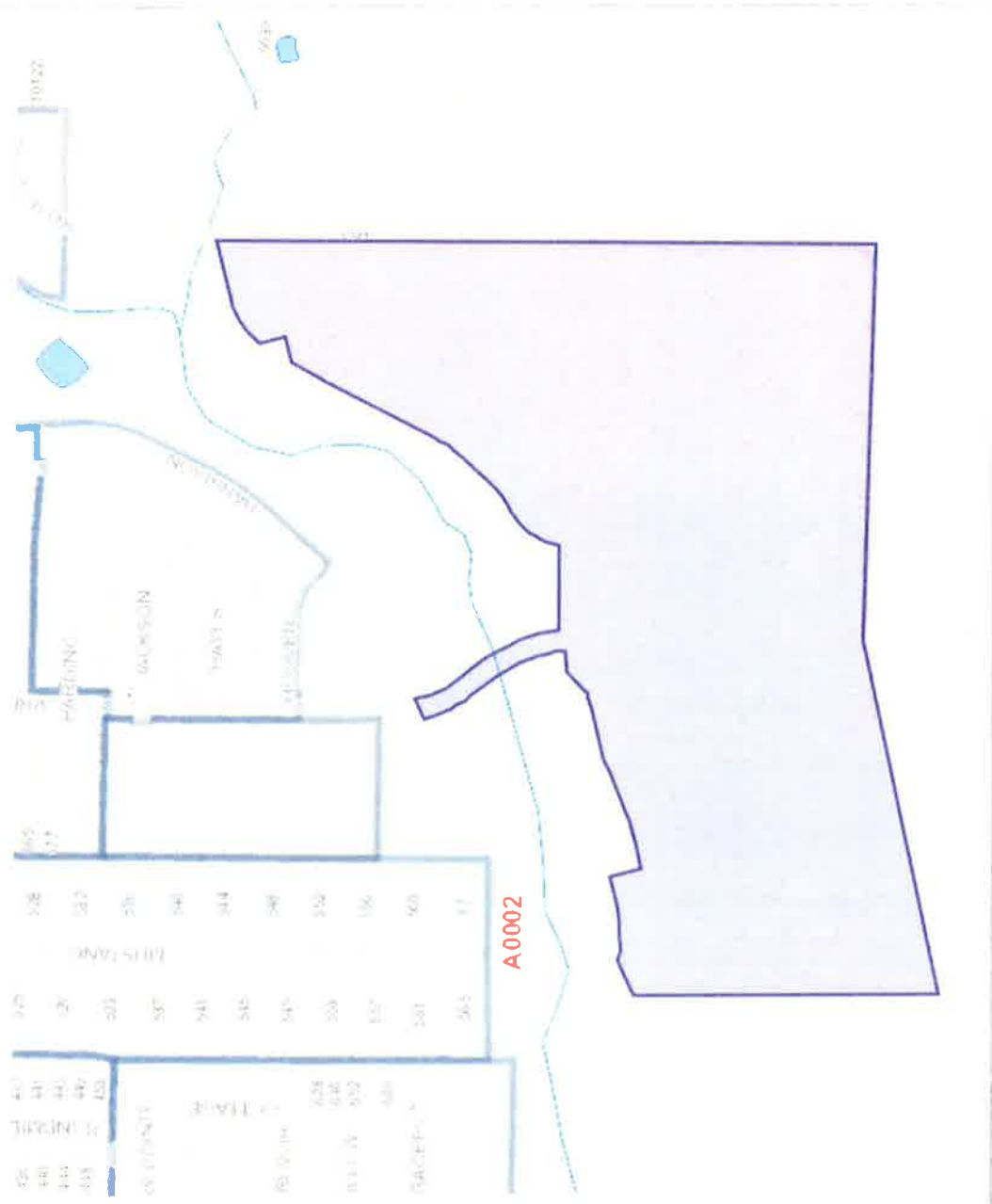


Zoning Map

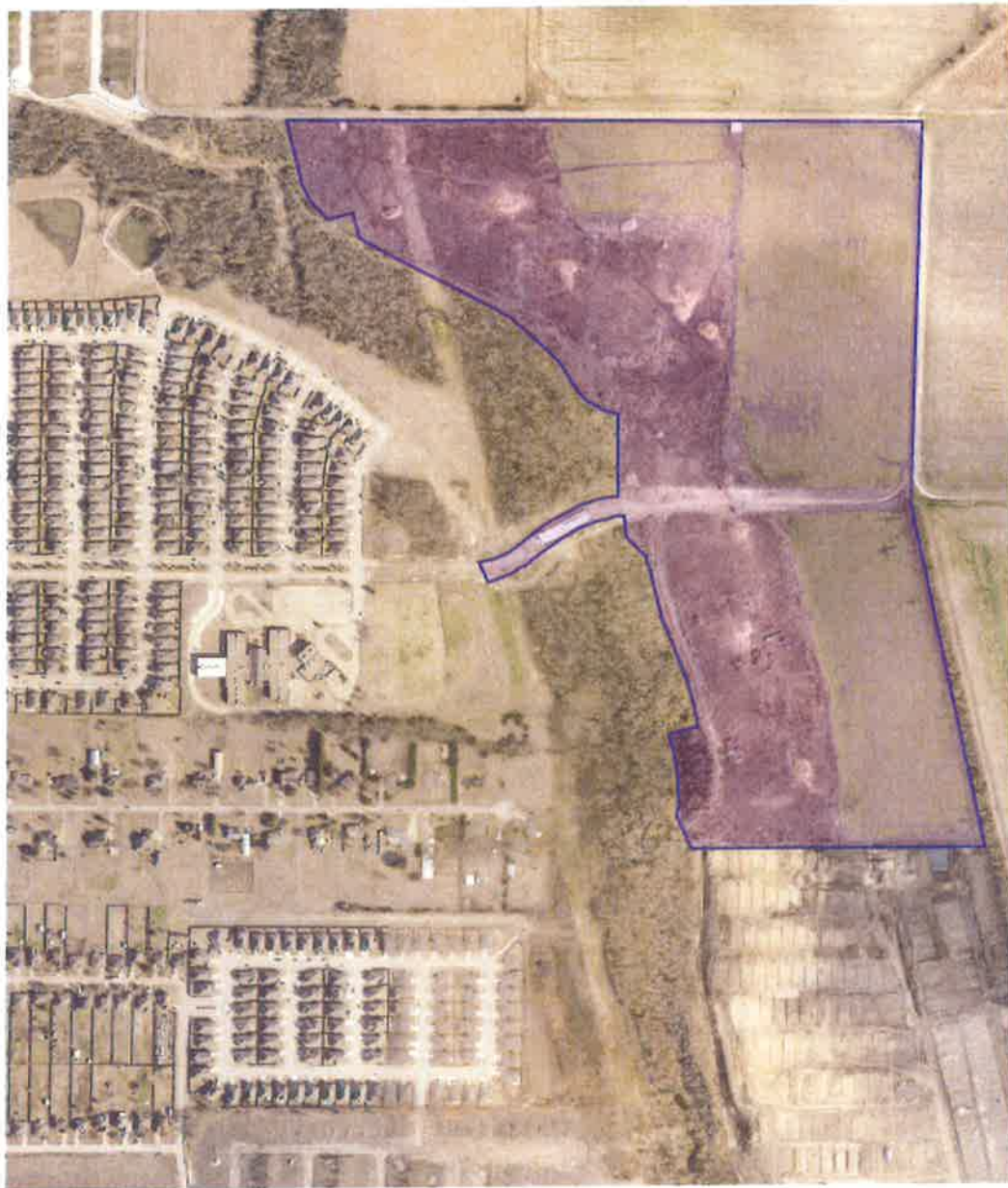
Bear Creek, Phase 3



Bear Creek Phase 3 – Location Exhibit



Bear Creek, Phase 3 – Location Exhibit



Bear Creek Phase 3 – Location Exhibit



5739

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Toby Baker, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

June 2, 2020

Mr. Josh Lowry, Field Administrator
LH Lacy Company
PO Box 541297
Dallas, Texas 75354-1297

Re: Relocation Request for a Concrete Batch Plant; Standard Permit Registration No. 53037;
1280' north of FM 483 and 230' west of FM 483 (Bear Creek Ph 3), Lavon, Collin County,
Texas;
TCEQ ID Nos.: RN102738788; CN600491294

Dear Mr. Lowry:

This is in response to your relocation application concerning the proposed construction of the above listed concrete batch plant at the above listed location. Based on the information presented, the TCEQ DFW Regional Office Air Program has determined that the proposed authorization can be granted as of the date of this letter to construct and operate the concrete batch plant referenced above at the proposed site, since it is located in or contiguous to the right-of-way of a public works project.

The TCEQ DFW Regional Office understands that the concrete batch plant will remain at this site until the completion of the project. This authorization is contingent upon continued compliance with the conditions listed in the Standard Permit for Concrete Batch Plants and with all representations made in your relocation request. Any changes to the representations must have prior written approval from a delegated representative of the executive director.

In addition, you are reminded that all future applications for relocation must be submitted at least 12 business days prior to your estimated move date as required by the Standard Permit for Concrete Batch Plants and written authorization must be obtained prior to locating onsite. Failure to do so may result in denial of your relocation request or formal enforcement action.

After completion of construction or modification, start-up notification is required in accordance with 30 TAC 116.115(b)(2)(B)(i). Enclosed is a notification form for you to complete and send in prior to your construction or site move.

Mr. Josh Lowry, Field Administrator
Page 2
June 2, 2020

You are reminded that regardless of whether a permit is required, these facilities must be in compliance with all regulations of the TCEQ and the U.S. Environmental Protection Agency at all times. If you need further information or have any questions, please contact Ms. Archer Chattin at 817-588-5839.

Sincerely,

A handwritten signature in black ink that reads "Jaret Wessel". The signature is written in a cursive, slightly slanted style.

Jaret Wessel, Air Section Manager
Dallas-Fort Worth Region Office
Texas Commission on Environmental Quality

JAW/AEC/jxs

Enclosure: *Updated Information for the Movement of a Portable Facility*

Bear Creek Phase 3 Batch Plant Letters

Name	Mailing Address	City	State	Zip	Physical Add	City	State	Zip	Abstract Lot
Luther B. Nicholson by pass trust c/o Penelope Nicholson & Stepen Nicholson -Co-TR	610 Main St.	Garland	TX,	75040	18170 FM 2755	Lavon	TX,	75166	Abs A0002 Drury Anglin Survey, Sheet 2, Tract 31, 397.06 Acres
Michael J. Box	P.O. Box 1	Lavon	TX,	75166	9939 CR 483	Lavon	TX,	75166	Abs A0002 Drury Anglin Survey, Sheet 1, Tract 58, 50.64 Acres
Bloomfield Homes	1050 E. Hwy 114 Suite 210	Southlake	TX,	76092	Presidents Blvd	Lavon	TX,	75166	Abs A0002 Drury Anglin Survey, Sheet 3, Tract 140, 92.267 Acres



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

Notice is hereby given that the Planning and Zoning Commission will hold a public hearing at a meeting starting at 7:00 PM, Tuesday, June 23, 2020 at Lavon City Hall, 120 School Rd. Further notice is given that the City Council will hold a public hearing at a meeting starting at 7:00 PM, Tuesday, July 7, 2020 at Lavon City Hall.

If necessary, the meetings will occur telephonically at 425-436-6349; access code 856485, which will be specified on the meeting agenda posted on the Friday before the meeting.

Request: At such times and places, the Commission and the Council will hear and consider the application of Kody Harris for a conditional use permit to construct a Temporary Concrete Batch Plant in Bear Creek Phase 3.

Property Description: Bear Creek, Phase 3 (34.105 acres)
CCAD Property ID 2630457, Lavon, Collin County, Texas
northwest of the intersection of Autumn Hill Bluff and CR 483

Information regarding the request may be obtained at cityhall@cityoflavon.org or at 972-843-4220. You are receiving this notice because the subject property is located within 200 feet of your property. The public hearing may be continued should an applicant so request. Interested citizens are invited to attend the public hearing and participate in the same.

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

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

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

Signature: _____

Name (printed): _____

Address: _____

Phone/Email Address (optional): _____

You may return this form to:
City of Lavon
P.O. Box 340
Lavon, Texas 75166
or email CityHall@cityoflavon.org



CITY OF LAVON Agenda Brief

MEETING: July 7, 2020

ITEM: 7 - B

Item:

Discussion and action regarding the award of the construction contract for the City of Lavon Endeavour Blvd. Force Main Lowering and Resolution No. 2020-07-03 authorizing the Mayor to execute a construction contract with Hayes Construction, LLC for the amount of \$83,885.25; and providing an effective date.

Background:

On June 30, 2020, the City opened competitive bids for the Endeavour Blvd. Force Main Lowering project associated with the Texas Department of Transportation (TxDOT) State Highway 205 (SH 205) widening project. Four bids were received and opened.

The preliminary budget for the project is \$85,431.00. The submitted base bids ranged from \$832,497.50 to \$ 114,533.75. To meet the TxDOT construction schedule the utilities relocation must be completed by October 1, 2020. The lowest qualified bidder that met the construction schedule is Hayes Construction, LLC with a bid of \$83,885.25.

Freeman-Millican, Inc. (FMI) verified the bid documents, checked references and recommends that the City award the contract to Hayes Construction, LLC for \$83,885.25 and 45 calendar days. Construction should begin the first week of August.

Financial Implication:

The total project cost is estimated to be \$146,181.00 The recommended bid for construction is under the project budget. TxDOT will participate in funding almost 58% of the total project. Funding for the project is available in the Sewer Fund.

Staff Notes:

Approval is recommended.

- Attachments:**
- 1) Proposed Resolution
 - 2) Engineer's Recommendation for Award
 - 3) Construction Bid Tabulation
 - 4) Total Project Cost Estimate

CITY OF LAVON, TEXAS
RESOLUTION NO. 2020-07-03

Endeavour Blvd. Force Main Lowering – SH 205

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT FOR AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH HAYES CONSTRUCTION, LLC FOR THE AMOUNT OF \$83,885.25 AND 45 CALENDAR DAYS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lavon, Texas (the “City Council”) has advertised and accepted competitive bids for the construction project in accordance with state law; and

WHEREAS, the City Council finds that awarding the construction contract and authorizing the Mayor to execute a construction contract with Hayes Construction, LLC for the amount of \$83,885.25 and 45 calendar days serves the best interest of the City and the public health, safety, and welfare of the City.

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

SECTION 1: The City Council hereby awards the construction contract and authorizes the Mayor to execute a construction contract with Hayes Construction, LLC for the amount of \$83,885.25 and 45 calendar days, subject to the city attorney’s and city engineer’s approval; and

SECTION 2. The City Council hereby finds, determines and declares that the meeting, at which this resolution is passed, approved and adopted, was open to the public, and that the public notice of time, place and subject matter to be considered was posted as required by law.

SECTION 3: This Resolution shall be effective from and after the date of passage as provided by law.

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas on the 7th day of July 2020.

Vicki Sanson, Mayor

ATTEST:

Kim Dobbs, City Administrator/City Secretary

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

June 1, 2020

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

Re: Recommendation of Award
Endeavour Blvd. Force Main Lowering

Dear Ms. Dobbs:

Sealed bids for the above referenced project were received on June 30, 2020 at 2:00 p.m. at Lavon City Hall. A total of four (4) bids were received. A complete bid tabulation is attached.

This project involves the lowering of the existing 6" fore main under SH 205 at Endeavour Blvd and relocating the portion of the force main east out of the new right-of-way. The force main lowering is due to conflicts with the proposed storm sewer to be installed with the TxDOT SH 205 project. Per TxDOT, all utilities are to be relocated by October 1, 2020.

The low bid was submitted by Tejas Utilities of Coppell, Texas in the Bid amount of \$82,497.50 and a construction time of 70 calendar days for completion. The 70 day completion time will be too long to meet the TxDOT deadline of October 1, 2020. Therefore, we do not recommend this bid be accepted. The Proposal clearly stated that the number of calendar days may be used for the bid evaluation (Page 00 42 43-5).

The second bid was submitted by Hayes Construction, LLC of Murphy, Texas in the Bid amount of \$83,885.25 and a construction time of 45 calendar days. With the anticipated start time of first week of August, this time is sufficient to meet the TxDOT deadline.

We have checked references provided by Hayes Construction, LLC and these have been good. We recommend award of the project to Hayes Construction, LLC. in the amount of \$83,885.25 and 45 calendar days.

Sincerely,
FREEMAN - MILLICAN, INC.



Mark D. Hill, P.E.
Project Manager



Attachment

F:\17024 - LAV General Servies\8 - Special Services\SH205 FM\6 - Bidding\Ltr of Recommendation - Endeavour FM.docx

BID TABULATION																	
OWNER: City of Lavon			Contractor			Tejas Utilities			Hayes Construction, LLC			R&A Road Boding LLC			Grod Construction LLC		
PROJECT: Endeavour Blvd Force Main Lowering			Address			PO Box 338			409 Waters Edge Way			11450 Hirsch Rd			889 E Rock Island Ave		
ENGINEER: FREEMAN-MILLICAN, INC.			City, State			Coppell, TX 75019			Murphy, TX 75094			Houston, TX 77016			Boyd, TX 76023		
BID DATE: June 30, 2020			Phone			214-989-6566			972-658-2605			281-590-1516			682-302-3219		
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT		
P.1	6" SDR 26 PVC Force Main (Open Cut)	224	LF	\$60.00	\$13,440.00	\$38.00	\$8,512.00	\$80.00	\$17,920.00	\$74.00	\$16,576.00						
P.2	6" SDR 26 PVC Force Main in Steel Casing	183	LF	\$60.00	\$10,980.00	\$14.00	\$2,562.00	\$20.00	\$3,660.00	\$60.00	\$10,980.00						
P.3	Ductile Iron Fittings (Buy America)	0.25	TON	\$1,250.00	\$312.50	\$4,400.00	\$1,100.00	\$10,000.00	\$2,500.00	\$600.00							
P.4	10"x0.25" Steel Casing (Buy America)	183	LF	\$50.00	\$9,150.00	\$39.00	\$7,137.00	\$50.00	\$9,150.00	\$32.00	\$5,856.00						
P.5	10" Steel Casing by Dry Bore	183	LF	\$150.00	\$27,450.00	\$190.00	\$34,770.00	\$225.00	\$41,175.00	\$286.00	\$52,338.00						
P.6	Connect to Existing Force Main	2	EA	\$1,000.00	\$2,000.00	\$1,400.00	\$2,800.00	\$1,000.00	\$2,000.00	\$2,500.00	\$5,000.00						
P.7	Grass Bermuda Seeding	1200	SF	\$10.00	\$12,000.00	\$6.00	\$7,200.00	\$2.00	\$2,400.00	\$4.00	\$4,800.00						
P.8	Concrete Sidewalks	120	SF	\$15.00	\$1,800.00	\$20.00	\$2,400.00	\$20.00	\$2,400.00	\$20.00	\$2,400.00						
P.9	Trench Safety	224	LF	\$10.00	\$2,240.00	\$21.00	\$4,704.00	\$1.00	\$224.00	\$10.00	\$2,240.00						
P.10	Bore Pit Trench Safety	2	EA	\$500.00	\$1,000.00	\$4,100.00	\$16,400.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00						
P.11	Erosion Control (Silt Fence)	225	LF	\$5.00	\$1,125.00	\$8.89	\$2,000.25	\$1.00	\$225.00	\$3.75	\$843.75						
P.12	Traffic Control	1	MO	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00						
TOTAL AMOUNT BID (P.1 - P.12)					\$82,497.50		\$83,885.25		\$86,654.00		\$114,533.75						
Calendar Days					70		45		30		60						

City of Lavon
SH 205 Force Main Lowering
SH 205 Sta. 1221+68
TxDOT REIMBURSEMENT ESTIMATE

Item	Description	No. of Units	Units	Unit Cost	Total Cost
1	6" PVC Force Main (SDR 26) by Open Cut	224	L.F.	\$ 32.00	\$ 7,168.00
2	6" PVC Force Main (SDR 26) w/ Spacers	183	L.F.	\$ 39.00	\$ 7,137.00
3	Ductile Iron Fittings (Material Only) **	0.25	TON	\$10,000.00	\$ 2,500.00
4	10" Steel Casing (Material Only) **	183	L.F.	\$ 65.00	\$ 11,895.00
5	10" Steel Casing by Dry Bore	183	L.F.	\$ 215.00	\$ 39,345.00
6	Connect to Existing	2	EA.	\$ 2,200.00	\$ 4,400.00
7	Seeding	1,200	S.Y.	\$ 6.40	\$ 7,680.00
8	4" Sidewalk Repair	120	S.F.	\$ 11.00	\$ 1,320.00
9	Trench Safety (Pipeline)	224	L.F.	\$ 1.50	\$ 336.00
10	Trench Safety (Bore Pit)	2	EA.	\$ 350.00	\$ 700.00
11	Erosion Control (Silt Fence)	225	L.F.	\$ 2.00	\$ 450.00
12	Traffic Control	1	MO.	\$ 2,500.00	\$ 2,500.00
					\$ 85,431.00
	Subtotal				\$ 85,431.00
INSPECTION					
1	Inspector Cost (20 hrs/week @ \$75/Hr)	6	WK	\$ 2,500.00	\$ 15,000.00
2	Inspector Transportation Cost = \$50/wk	6	WK	\$ 50.00	\$ 300.00
					SUBTOTAL CONSTRUCTION \$ 100,731.00
PROFESSIONAL SERVICES COST					
BASIC SERVICES (FMI)					
	Design	86	HR	\$ 165.00	\$ 14,190.00
	Construction Services	30	HR	\$ 165.00	\$ 4,950.00
SPECIAL SERVICES (FMI)					
	Topographic Survey Services	12	HR	\$ 95.00	\$ 1,140.00
	Easement Exhibits	6	HR	\$ 110.00	\$ 660.00
	Easment Acquisition	1	TRACT	\$ 2,000.00	\$ 2,000.00
CITY ADMINISTRATION SERVICES (LAVON)					
	Administration Cost (\$65/HR)	24	HR	\$ 65.00	\$ 1,560.00
					SUBTOTAL PROFESSIONAL SERVICES \$ 24,500.00
EASEMENT COST					
	Permanent Easment	3,050	SF	\$ 4.00	\$ 12,200.00
	Temporary Easement	7,000	SF	\$ 1.25	\$ 8,750.00
					SUBTOTAL EASEMENT COST \$ 20,950.00
BID COST					
	Bid Advertising	1	EA	\$ 1,200.00	\$ 1,200.00
					SUBTOTAL PROFESSIONAL SERVICES \$ 43,100.00
	Total Project Cost				\$ 146,181.00

Buy America compliance documentation will be provided as required for the items indicated with "*" in accordance with TxDOT/FHWA guidance letter dated October 3, 2019.

TOTAL PROJECT COST	\$ 146,181.00
ELIGIBILITY RATIO	57.88%
TOTAL TxDOT REIMBURSEMENT	\$ 84,609.06
TOTAL LAVON COST	\$ 61,571.94

Ex. Force Main in Ex. ROW (LF)	147
Ex. Force Main in Take Area (LF)	202
Total Force Main (LF)	349
Eligibility Ratio	57.88%



CITY OF LAVON

Agenda Brief

MEETING: July 7, 2020

ITEM: 7 - C

Item:

Public Hearing, discussion and action regarding an application submitted by Andrew Malzer on behalf of owner RaceTrac Petroleum, Inc. for variances to Section 4.05.008 SIGNS – *Approved signs and standards*, Section (b) *Approved permanent signs* for: 1. Section (1) *Freestanding signs* that provides for a maximum height for monument signs of 6’ to permit a maximum height of 8’; 2. Section (3) *Wall signs* that provides for one sign per building to permit three signs; 3. Section (7) *Canopy signs* that provides for a maximum area of 25 sq. ft. to permit 55 sq. ft.; and 4. (11) *General business signs* that provides for a minimum setback of 8’ to permit 2’ at 1000 SH 78, RaceTrac Addition, Lot 1, Block 1, Lavon, Texas.

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

Background Information

Owner(s): RaceTrac Petroleum, Inc.

Applicant: Andrew Malzer, RaceTrac Petroleum

Representative: Brad Williams, Winstead PC

Location: Southwest corner of the intersection of SH 78 and SH 205 northeast of Grand Heritage West

Description: 1000 SH 78, Lavon, Texas (also referred to as 9930 SH 78)
RaceTrac Addition, Lot 1, Block 1, 1.853 acres

Current Zoning: Retail (R)

Request: Sign Variance

The applicant is seeking four variances to Section 4.05.008 of the Code of Ordinances, Signs. The site plan and preliminary plat for the retail-zoned property have been approved. The site is located on the southwest corner of SH 78 and SH 205. In 2018, the City Council granted a sign variance to Big Daddy’s recognizing the hardship created by visibility-related challenges associated with the highway frontage, posted speed limits and elevations approaching the site.

The road frontage for the property totals approximately four hundred and fifty feet (450'), comprised of 264' along SH 78, 84' on the corner facing the intersection and 202' along SH 205. The size of the proposed main structure is 5,411 square feet (sq ft), plus the canopy. The variances relate to monument sign height, number of wall signs, size of canopy sign, and monument sign setback. None of the proposed signs are variable messaging signs.

Variance #1

Code Excerpt:

Lavon Code of Ordinances

Section 4.05.008 – Approved signs and standards

(b) Approved permanent signs.

(1) Freestanding signs.

(B) Monument signs shall be level with the ground and shall not exceed six feet (6') in height...

The applicant is seeking a variance to Section 4.05.008 (b)(1) "Freestanding signs" of the Code of Ordinances, that provides for a maximum height of a monument sign of six feet (6'). The applicant contends that due to visibility challenges and required landscaping, an additional heightening at the base is needed. The applicant requests to add a masonry base to the monument signs resulting in a height of eight feet (8') which is two feet (2') higher than permitted.

Variance #2

Code Excerpt:

Lavon Code of Ordinances

Section 4.05.008 – Approved signs and standards

(b) Approved permanent signs.

(3) Wall signs.

There may be one sign per building that is permanently affixed to the building, not in any part mounted above the highest part of the building.

The applicant is seeking a variance to Section 4.05.008(b)(3), "Wall signs" of the Code of Ordinances that permits one sign per building. The applicant contends that due to the double frontage lot (similar to Domino's) and benefit of promotional advertising, one wall sign is insufficient to identify the business. The applicant is requesting two wall signs, one over the door on each face, and an additional wall sign for product marketing.

Variance #3

Code Excerpt:

Lavon Code of Ordinances

Section 4.05.008 – Approved signs and standards

(b) Approved permanent signs.

(7) Canopy signs.

The sign ... may be no greater in size than ten percent (10%) of the face of the canopy of which it is a part of or to which it is attached, or a maximum of twenty-five (25) square feet...

The applicant is seeking a variance to Section 4.05.008(b)(7), “Canopy signs” of the Code of Ordinances that permits a sign no larger than twenty-five feet sq ft (25 sf). The applicant contends that because of the elevation and design speed of the highways that affect visibility, twenty-five sq ft (25sf) is insufficient and is requesting a canopy sign of fifty-five sq ft (55 sf).

Variance #4

Code Excerpt:

Lavon Code of Ordinances

Section 4.05.008 – Approved signs and standards

(b) Approved permanent signs.

(11) General business signs.

(A) ... The required setback shall be eight feet (8') from the front property line...

The applicant is seeking a variance to Section 4.05.008(b)(11)(A), “General business signs” of the Code of Ordinances that provides for a front setback of eight feet (8’) from the property line. The applicant contends that because of the unusually large right of way that the Texas Department of Transportation (TxDOT) has at the intersection consisting of thirty feet (30’), the sign is already setback further than normal circumstances and would not be visible to approaching traffic. The applicant is requesting a setback of two feet (2’) on SH 78 which is six feet (6’) less than required. A typical street normally has right of way outside the pavement of fifteen feet (15’), substantially less than the 30’ at this sight.

The applicant has provided information supporting the variance requests. Each sign variance is considered for the unique conditions that a commercial site possesses. This commercial location sits atop a hill at the intersection of two state highways. A careful review of the site and circumstances supports the applicant’s reasons for requesting the variances.

Staff Notes:

Approval is recommended.

- Attachments:**
- 1) Variance Application
 - 2) Supporting information
 - 3) Location exhibits
 - 4) Applicant’s presentation



CITY OF LAVON

P.O. Box 340 120 School Rd.

Lavon, TX 75166

Office (972) 843-4220 Fax (972) 843-0397

Application for an Appeal, Variance, or Adjustment

Fee \$100.00 plus costs

(Costs shall include the actual cost to the City plus 10% administrative fee.)

Items to be included with Variance Application:

1. Ordinance or Requirement of which you are requesting a variance.
2. Written description of exactly what is to be varied within Rule or Ordinance.
3. Hardship necessitating this variance.

RaceTrac Petroleum, Inc.
c/o Andrew Malzer

06/26/2020

Owner Name

Date

200 Galleria Pkwy SE
Suite 900

Atlanta, GA 30339

706-288-7672

Street Address

City, State, Zip

Phone Number

Brad Williams, Winstead PC

214-745-5264

Representative or Agent

Phone Number

SWC SH 205/ SH 78

Signage

Location of Property

Type of Variance

Office Use Only

Date Received

Fee

Receipt/Check #

Date Paid

Next P&Z Meeting

Next CC Meeting

2728 N. Harwood
Suite 500
Dallas, TX 75201

214.745.5400 OFFICE
214.745.5390 FAX
winstead.com

Brad R. Williams
direct 214.745.5264
email bwilliams@winstead.com

June 26, 2020

Kim Dobbs
City Administrator
City of Lavon, Texas
kim.dobbs@cityoflavon.org

Re: Request for sign variances by RaceTrac Petroleum, Inc. (“RaceTrac”) for project located at the southwest corner of SH 205 and SH 78 (the “Project”).

Kim:

Please find enclosed RaceTrac’s application for sign variances and supporting materials in connection with the Project. The details of each variance to the City’s sign ordinance are as follows:

Code Section	Code Requirement	Variance Requested
Sec. 4.05.008(b)(1)(B) (monument height)	Monument signs shall be level with the ground and shall not exceed six feet (6') in height.	Proposed monument signs are eight feet (8') in height. <i>Variance for two feet (2') of additional height.</i>
Sec. 4.05.008(b)(3) (number of wall signs)	There may be one sign per building that is permanently affixed to the building, not in any part mounted above the highest part of the building.	Total number of proposed wall signs is three (3). <i>Variance for two (2) additional wall signs.</i>
Sec. 4.05.008(b)(7) (size of canopy sign)	The sign may consist only of the name and/or logo of the business at the location of the canopy and may be no greater in size than ten percent (10%) of the face of the canopy of which it is a part of or to which it is attached, or a maximum of twenty-five (25) square feet.	Proposed area of name/logo sign canopy sign is fifty-five square feet (55 sf). <i>Variance for 30 additional square feet of canopy sign area.</i>

Code Section	Code Requirement	Variance Requested
Sec. 4.05.008(b)(11)(A) (monument setback)	The required setback shall be eight feet (8') from the front property line...	Proposed setback along SH 78 is two feet (2'). <i>Variance to permit sign to encroach six feet (6') into the required setback.</i>

These variances are supported, in part, by certain hardships. In particular, there are several visibility-related challenges that are unique to this site. In an effort to mitigate these challenges, a sign package has been proposed that will not only aid in the public’s ability to identify the proposed use, but also provide for the safety of drivers on the roadway.

Monument Setback

The monument setback and height variances relate primarily to decreased visibility of the signage on the property as a result of unusually large setbacks from the existing curb to the property line following right-of-way (“ROW”) acquisitions by the State of Texas, which result in a larger than usual setback from the existing curb. As shown in the attached exhibit, TxDOT has acquired nearly 30 feet of ROW at the location of the proposed monument along SH 78. As such, the actual setback from the existing curb is in excess of the code minimum. For drivers approaching from the east along SH 78, visibility to the price of gas is of paramount importance to our business success as well as the safety of the drivers on the roadway. Additionally, the upward slope of SH 78 as drivers approach eastbound contributes to the visibility difficulties along this frontage. ROW acquisitions along SH 205 pose similar visibility concerns.

Monument Height

With respect to height, this variance is requested primarily to accommodate the roughly 2-foot masonry base on each sign. In addition to the visibility challenges discussed above in connection with setbacks, the monument bases are also important to raise the gas price above the landscaping around the signs.

Canopy Sign Area

As is the case with the monument signs, visibility challenges and the design speeds of the adjacent roadway establish a hardship with respect to the size of the canopy logo sign. The ability for customers to identify the business is critical to the brand and marketability. The requested canopy sign is part of RaceTrac’s prototypical development package installed at virtually every location throughout the DFW Metroplex. RaceTrac marketing has conducted multiple visibility tests and studies to determine that 55 square feet is the optimal size for the canopy logos, even before considering the visibility challenges this site faces.

Wall Sign Quantity

RaceTrac proposes a total of three wall signs for this project: two logo signs placed over each entrance (one for each frontage), and a third product marketing sign on the front of the building. Again, because this property is located at the intersection of two major roadways, additional signage to facilitate quick customer identification is critical. In addition, the product marketing sign is intended for customers who are actively visiting the property rather than the traveling public for site identification. As such, this sign serves a different purpose than the entrance logo signs, is located on a different building plane, and does not result in a proliferation of signage on the building.

The fee for this application has been paid online through the City's website. Thank you, and please let me know if you have any questions. We look forward to presenting this application to the City Council on the July 7, 2020.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad Williams", with a stylized flourish at the end.

Brad Williams
Attorney

Cc: Andrew Malzer, RaceTrac

Encls: Application for Variance
Proposed Sign Package
ROW Exhibit

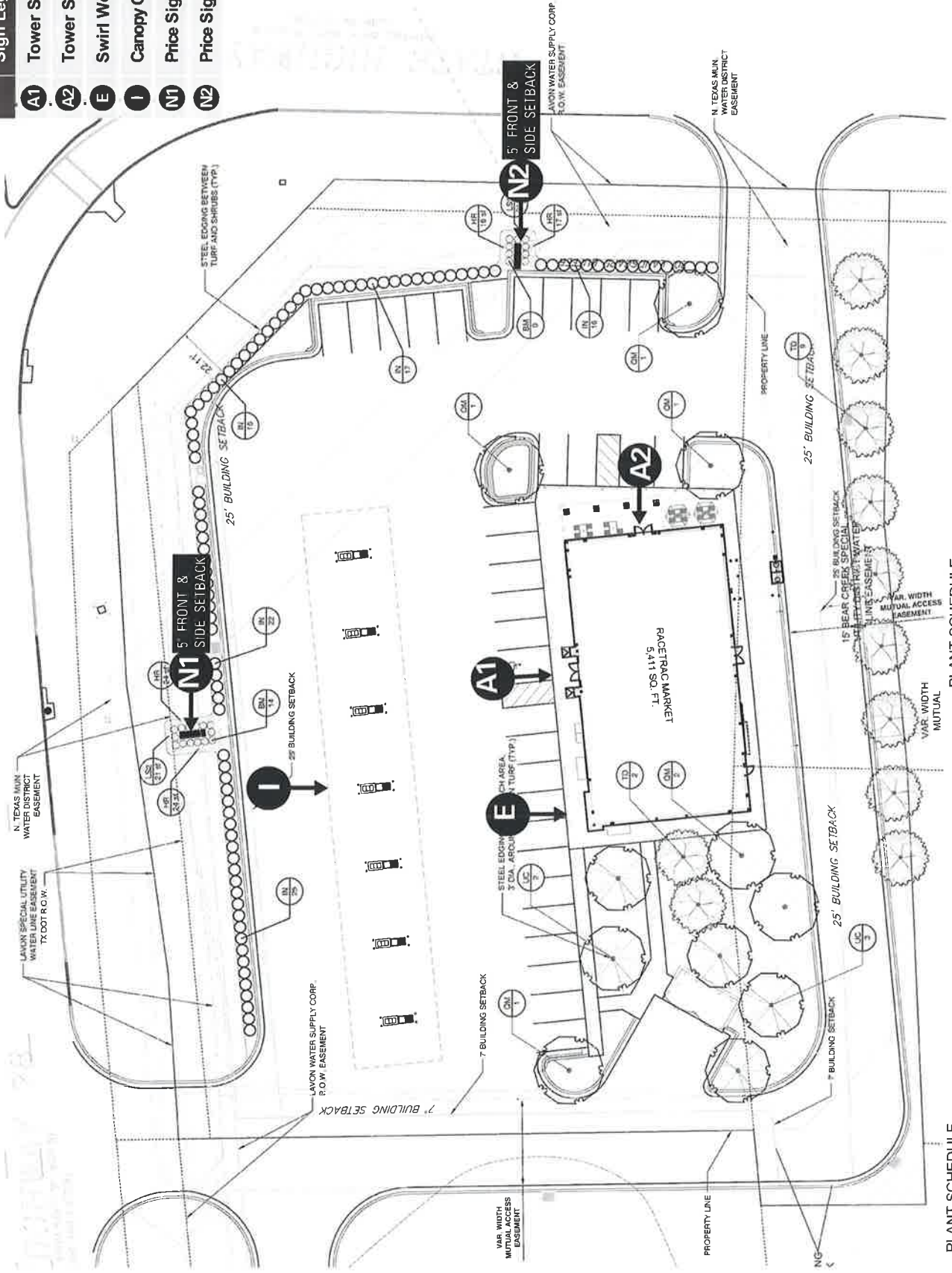
GENERAL NOTE: ALL WORK SHALL BE IN COMPLIANCE WITH RECOGNIZED INDUSTRY STANDARDS, MANUFACTURER'S INSTRUCTIONS, AND ALL APPLICABLE STATE AND FEDERAL REGULATIONS. NO SUBSTITUTIONS ALLOWED.



R55K 78 & 205
9930 State Hwy 78
Lavon, TX 75166

Sign Legend

- A1** Tower Sign
- A2** Tower Sign
- E** Swirl World Cabinet
- I** Canopy Cloud Sign
- N1** Price Sign
- N2** Price Sign



PLANT SCHEDULE

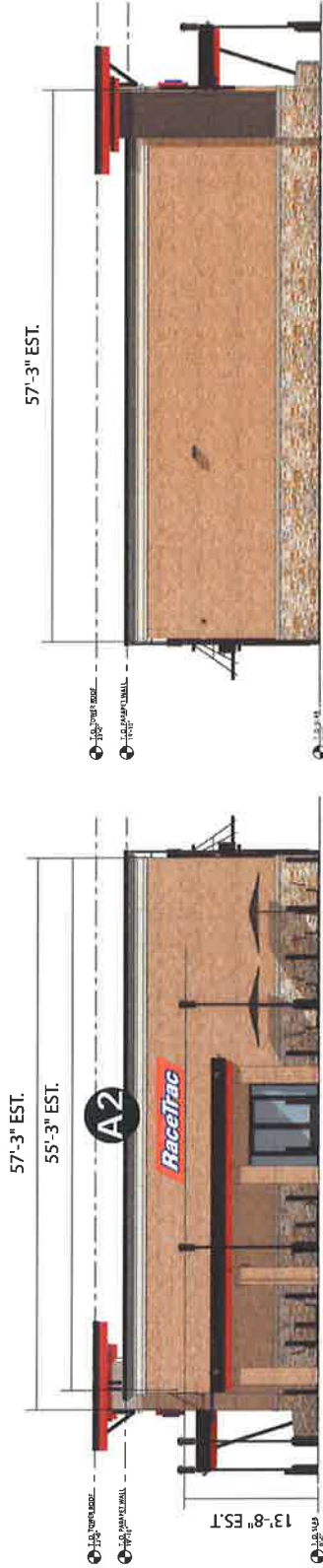


9930 State Hwy 78
57 Lavon, TX 75166

GENERAL NOTE: ALL WORK SHALL BE IN COMPLIANCE WITH RECOGNIZED INDUSTRY STANDARDS. MANUFACTURER'S RECOMMENDATIONS AND ALL APPLICABLE STATE AND LOCAL CODES. NO SUBSTITUTIONS ALLOWED.

Building Elevations - Right Hand, Brick

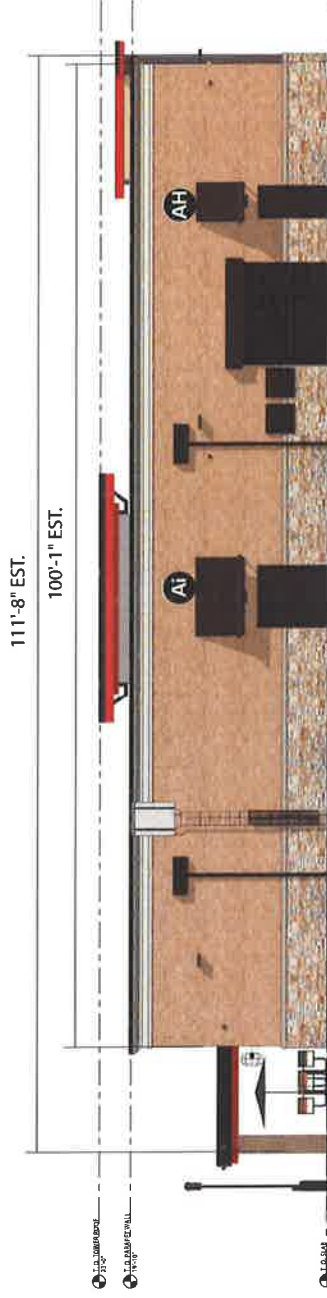
5.5K 2.0



3 LEFT ELEVATION

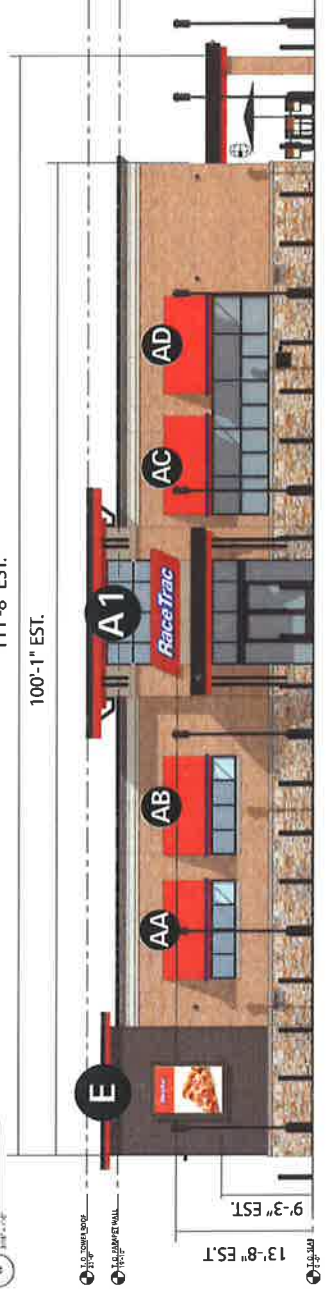
2 RIGHT ELEVATION

EVERYTHING NEEDS TO BE
CONFIRMED WITH CPM AND GC
DURING PRE-CONSTRUCTION
OR SIGN SPOTTING



8 REAR ELEVATION

3 LEFT ELEVATION



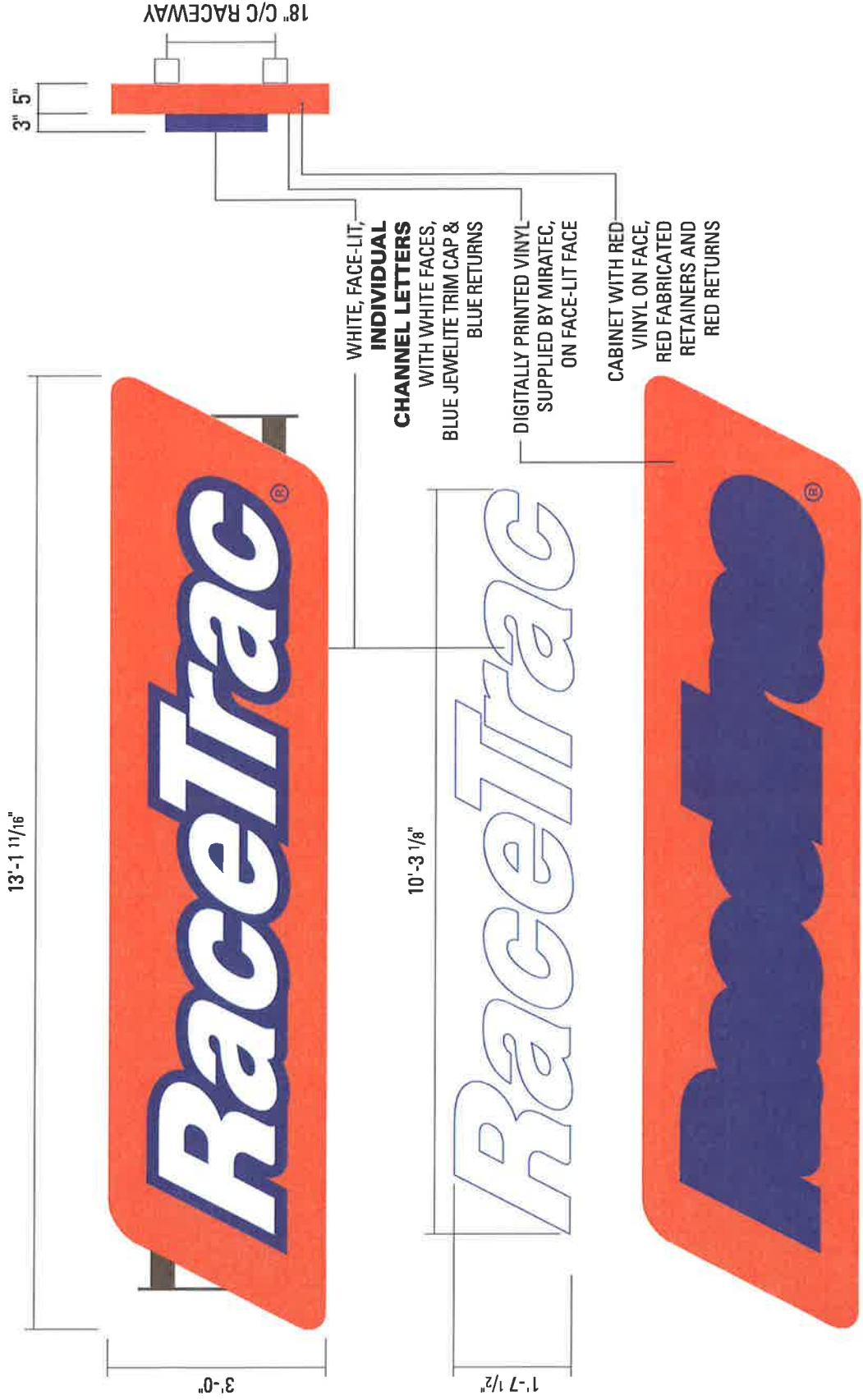
8 FRONT ELEVATION



Main Identification Sign - A

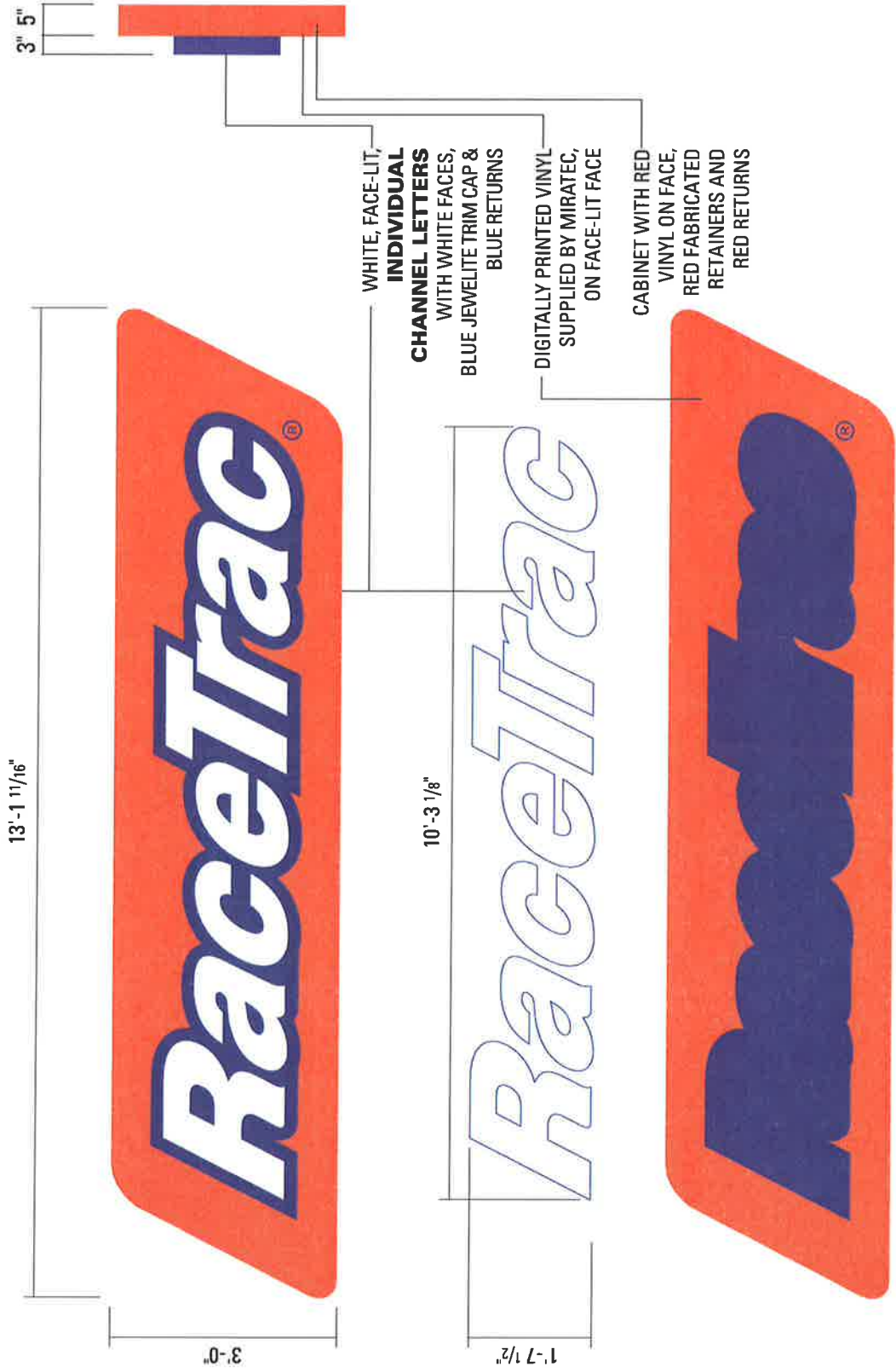
SINGLE FACED
QUANTITY 1
40 SqFt Total

SIGN MUST MOUNT TO WALL BETWEEN STONE COLUMNS VIA RACEWAY.
VENDOR TO CONFIRM EXACT MOUNTING AND OPENING WIDTH.
*ELECTRICAL CONNECTIONS MUST BE HIDDEN THROUGH MOUNTING METHOD AND RAN ALONG COLUMN.



Main Identification Sign - A2

SINGLE FACED
QUANTITY 1
40 SqFt Total



9930 State Hwy 78
Lavon, TX 75166



See Color Schedule on Page 2

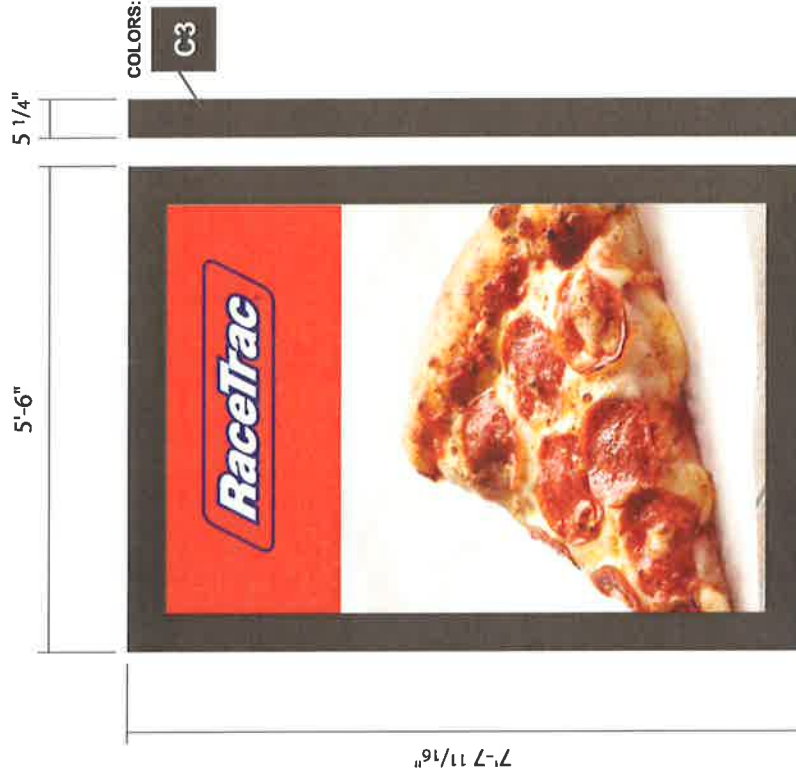
GENERAL NOTE: ALL WORK SHALL BE IN COMPLIANCE WITH RECOGNIZED INDUSTRY STANDARDS, MANUFACTURER'S RECOMMENDATIONS AND ALL APPLICABLE STATE AND LOCAL CODES. NO SUBSTITUTIONS ALLOWED.

Illuminated Wall Cabinet - 42 SqFt - E-Variance Needed

5.5K 2.0
GRAPHIC SUPPLIED DIRECTLY FROM MIRATEC, ORDERED BY RACETRAC
SINGLE FACED
QUANTITY 1
42 SqFt
NOTE: Cabinet frame painted AKZO Dark Bronze 313E.

E

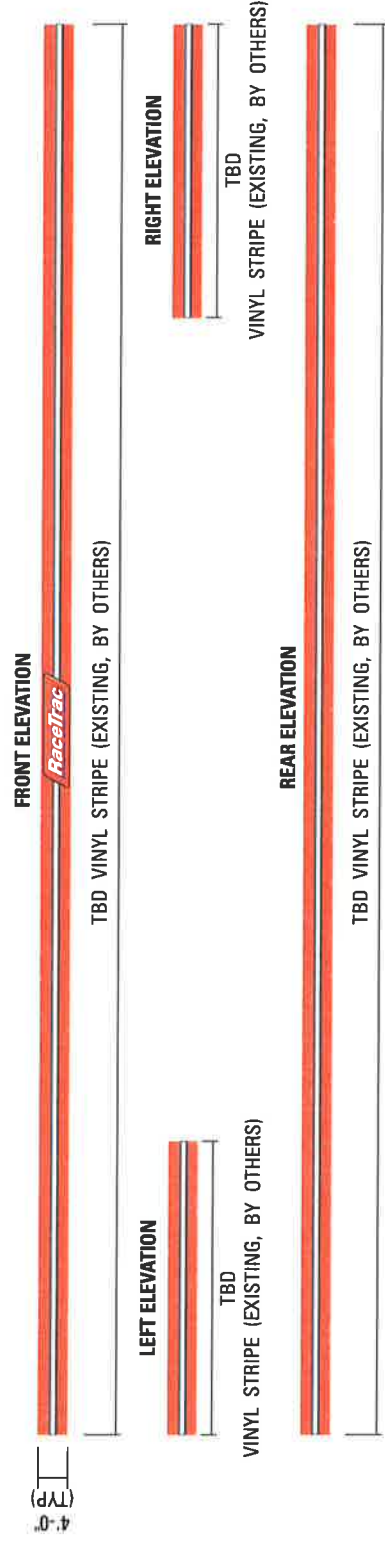
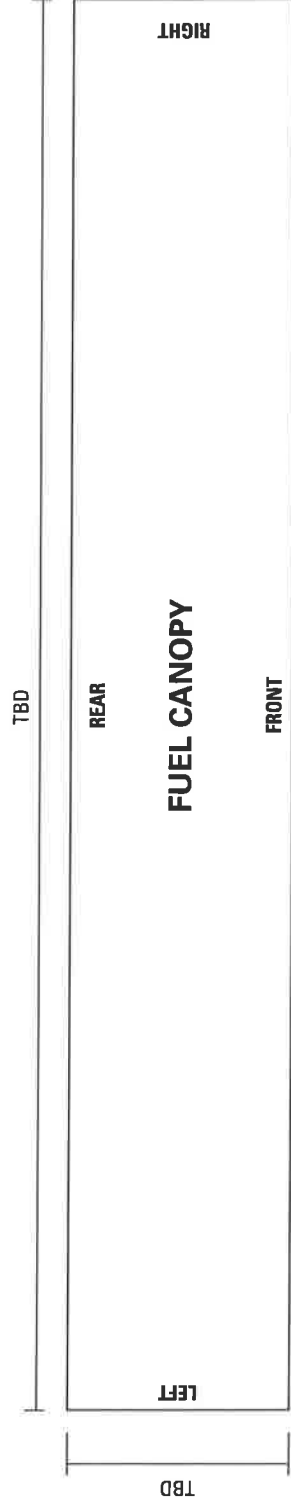
NOTE:
NO SEAM IS
TO BE PRESENT
IN VINYL GRAPHIC



Fuel Canopy Layout - Option 2 - Variance Required

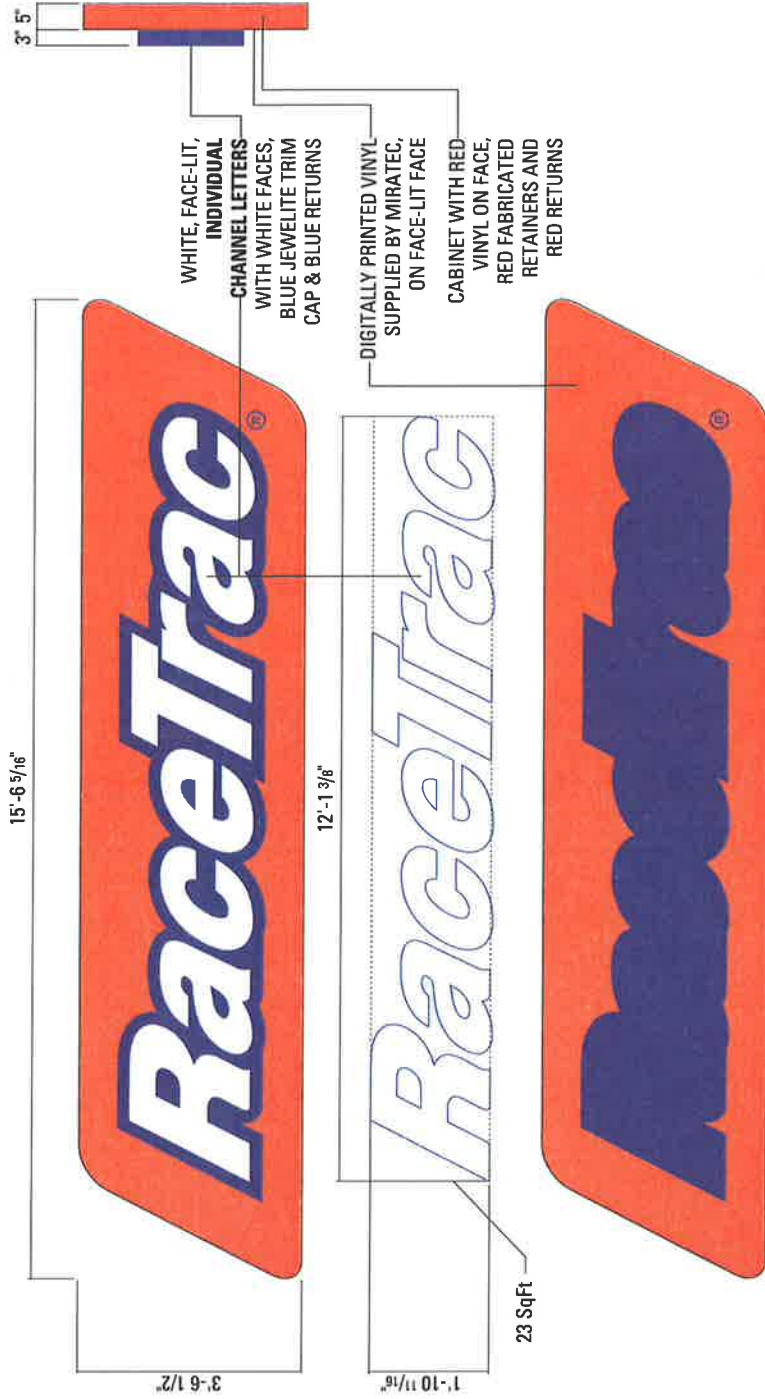
CANOPY FRONT	ITEM	SQ. FT.	LIN. FT.
	CLOUD SIGN	55	15.4
TOTAL FRONT		55	15.4

ENTIRE CANOPY	SQ. FT.	LIN. FT.
	55	15.4



55 SqFt Canopy LED Logo Sign - 1 - Option 2 - Variance Required

SINGLE FACED
 QUANTITY 1
 55 SqFt Total



75 SqFt Price Sign - 32" & 16" LED - N1 & N2 - Variance Required for Height

*All sign components to be UL listed. All wiring to conform to UL specifications. Installation to be per NEC requirements. All signs to bear UL labels.

*PLEASE CONFIRM GRADES WITH SPM AND CPM BASED OFF OPENING DATES

STAMPED, SEALED ENGINEERING REQUIRED

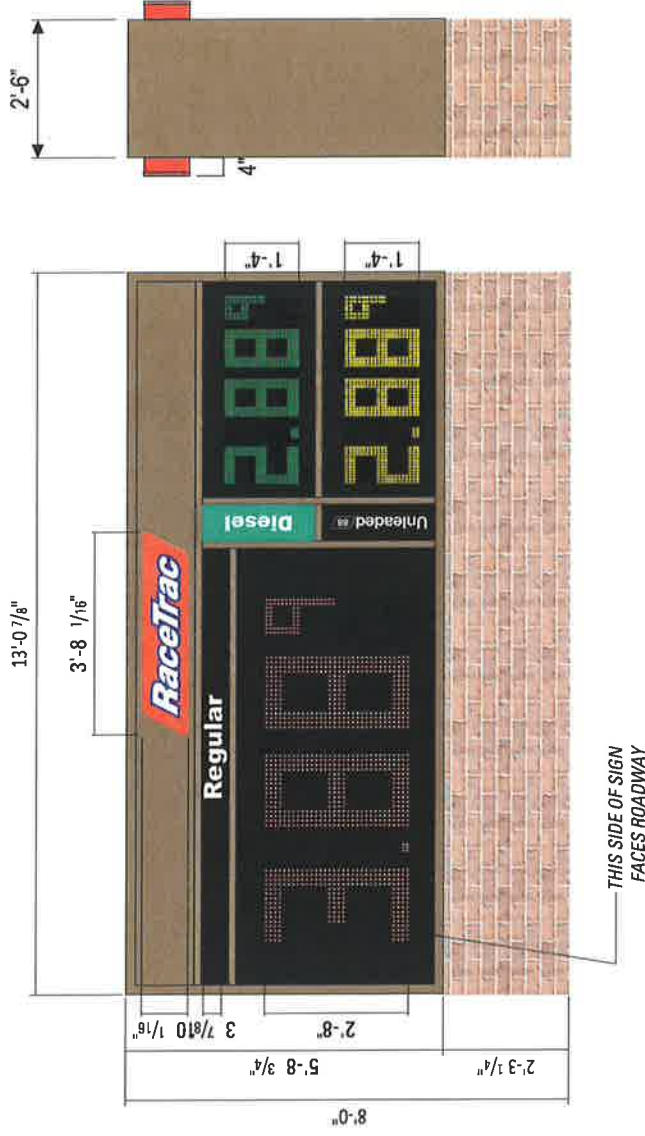
FOUNDATION INFORMATION PROVIDED BY RACETRAC. MANUFACTURER RESPONSIBLE FOR HAVING A LICENSED ENGINEER VALIDATE FOUNDATION DESIGN PRIOR TO INSTALL

DOUBLE FACED

QUANTITY 1



Sloan Sign Box 3
LED Interior Illumination



Specifications:

Sign Faces:

- Logo panel: Aluminum panel painted Bronze C3 with parallelogram mounted to the surface. Parallelogram to be channel letter-type construction with .177" thick Polycarbonate face panels with 2nd surface applied translucent vinyl graphics. Parallelogram copy to be digital print provided by Miratec. Systems with red background stripes and white border with blue area of logo graphic also printed. Cabinet and trim cap to be painted Red C1.
- Regular Unleaded Product Panel: Solar Grade Polycarbonate; Background to be 1st surface applied opaque vinyl Black C6; "Regular" to be show-through white.
- Diesel Product Panel: Solar Grade Polycarbonate; Background to be 1st surface applied translucent vinyl Green C7; "Diesel" to be show-through white.
- Unleaded 88 Product Panel: Solar Grade Polycarbonate; Background to be 1st surface applied opaque vinyl Black C6; "Unleaded 88" to be show-through white.

Interior Illumination: Sloan Sign Box 3 LED Interior Illumination powered by low voltage power supplies. This is behind fuel grade panels, only.
 Sign Frame: 2" x 2" x .25" steel tube with .063 aluminum cladding painted Bronze C3.
 Extruded aluminum 1-1/2" wide Divider Bars installed to retain sign panels. Face dividers and retainers to be painted painted Bronze C3.
 Sign Support: Internal steel pipe support to be welded to steel saddle bracket at top and bottom of sign frame.
 External steel sign support to meet building and local sign codes. Size of steel and footing as required per site requirements.



RaceTrac Petroleum – Location Exhibit



Future Land Use Plan

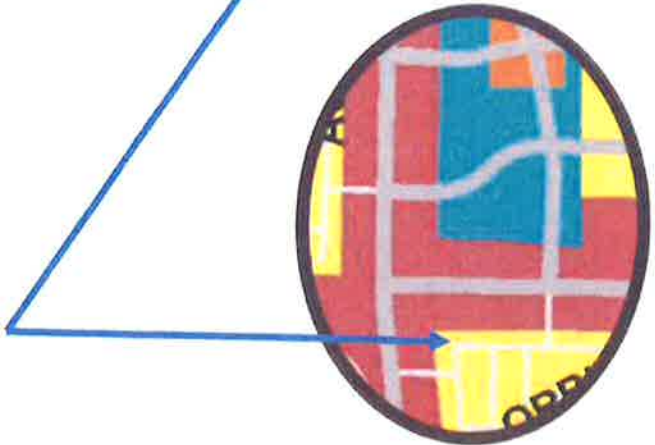
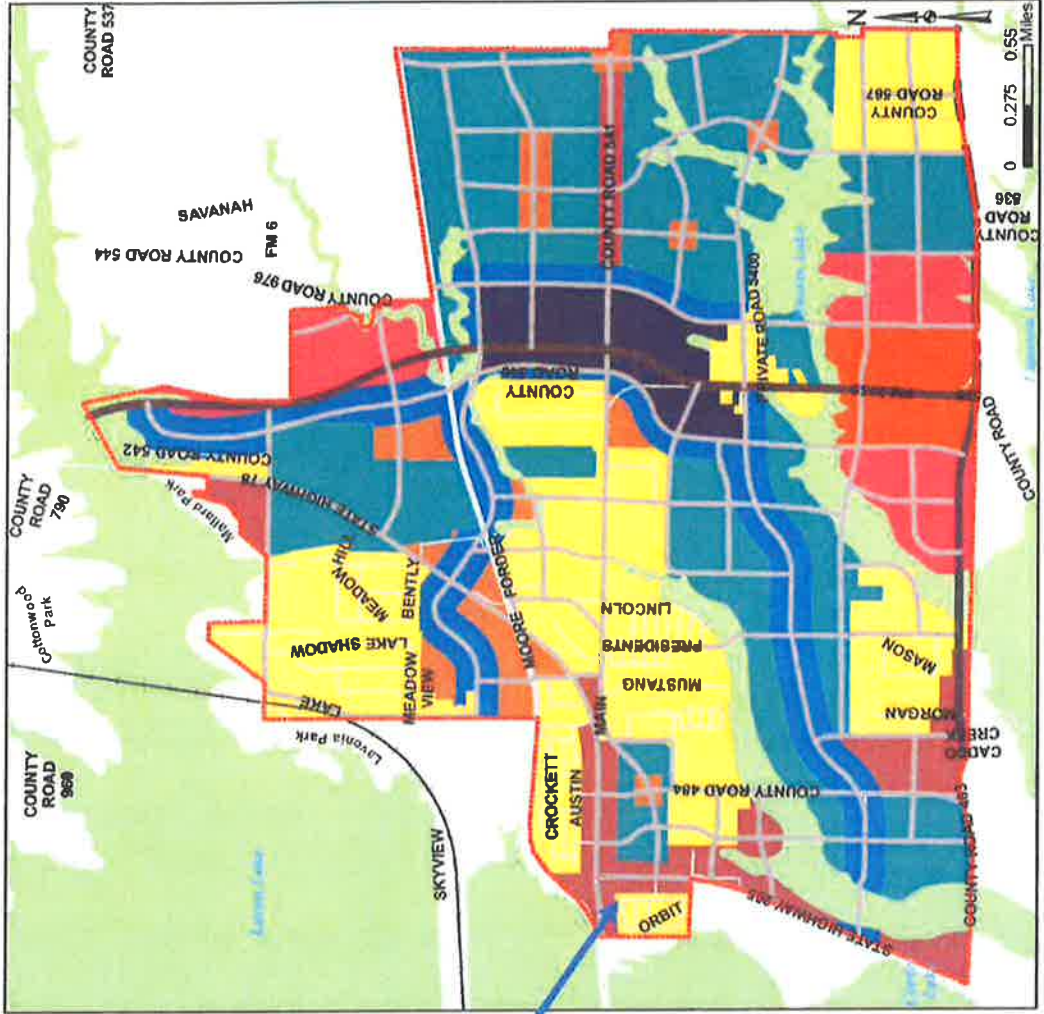
Zoning Change RaceTrac Petroleum

Lavon Future Land Use Plan

Source: Ideation Planning, Lee Engineering, 2019



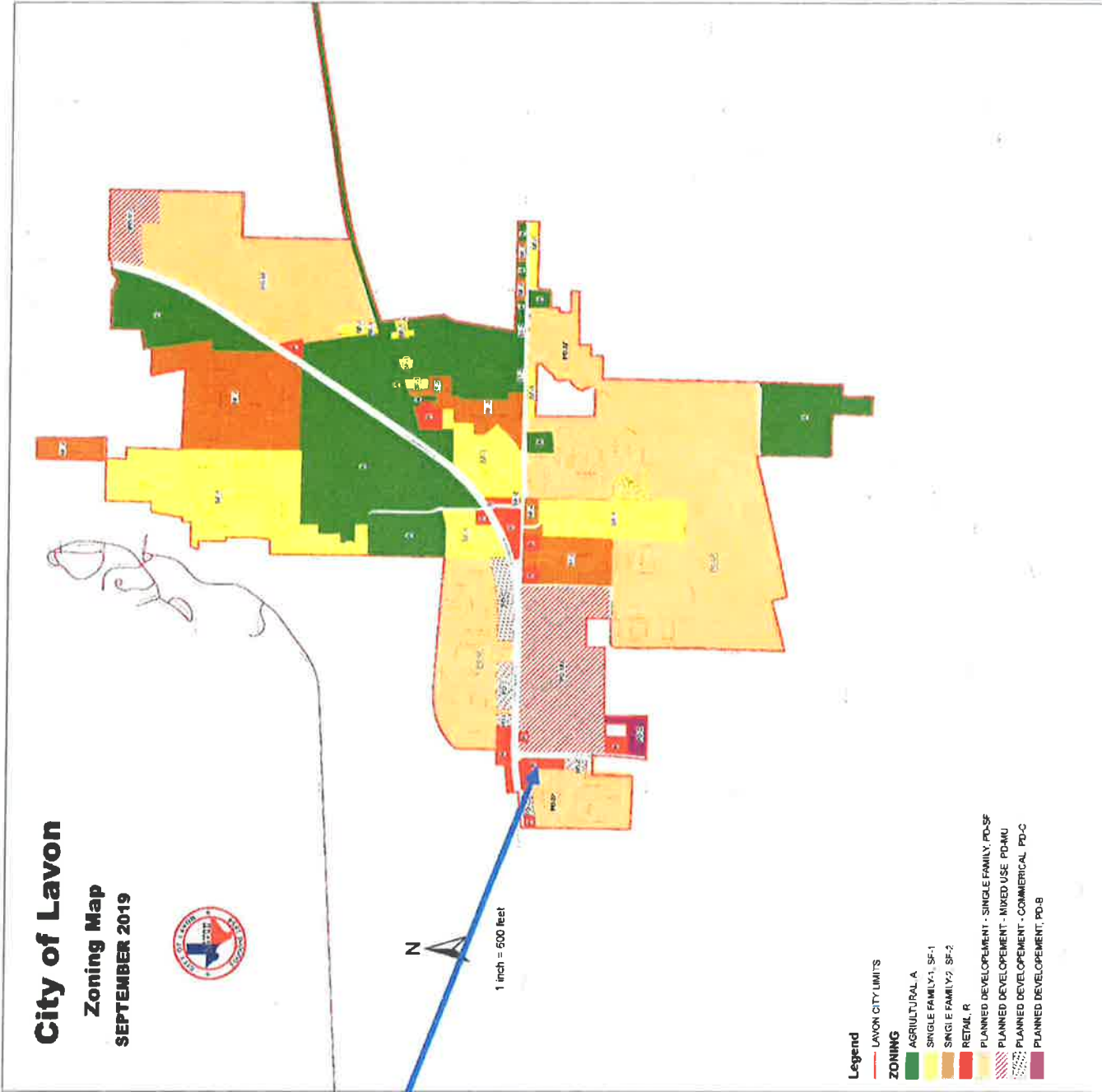
- Legend**
- Floodplain
 - Creative Lakes District
 - Lake Connector Corridor
 - Regional Mixed-Use 1
 - Regional Mixed-Use 2
 - City Village
 - Commercial
 - Master Planned Community
 - Existing Neighborhood
 - Potential Future Lavon
 - KCS Railway
 - MTP Roadway
 - Freeway (Collin County)
 - NETEX Transportation Corridor

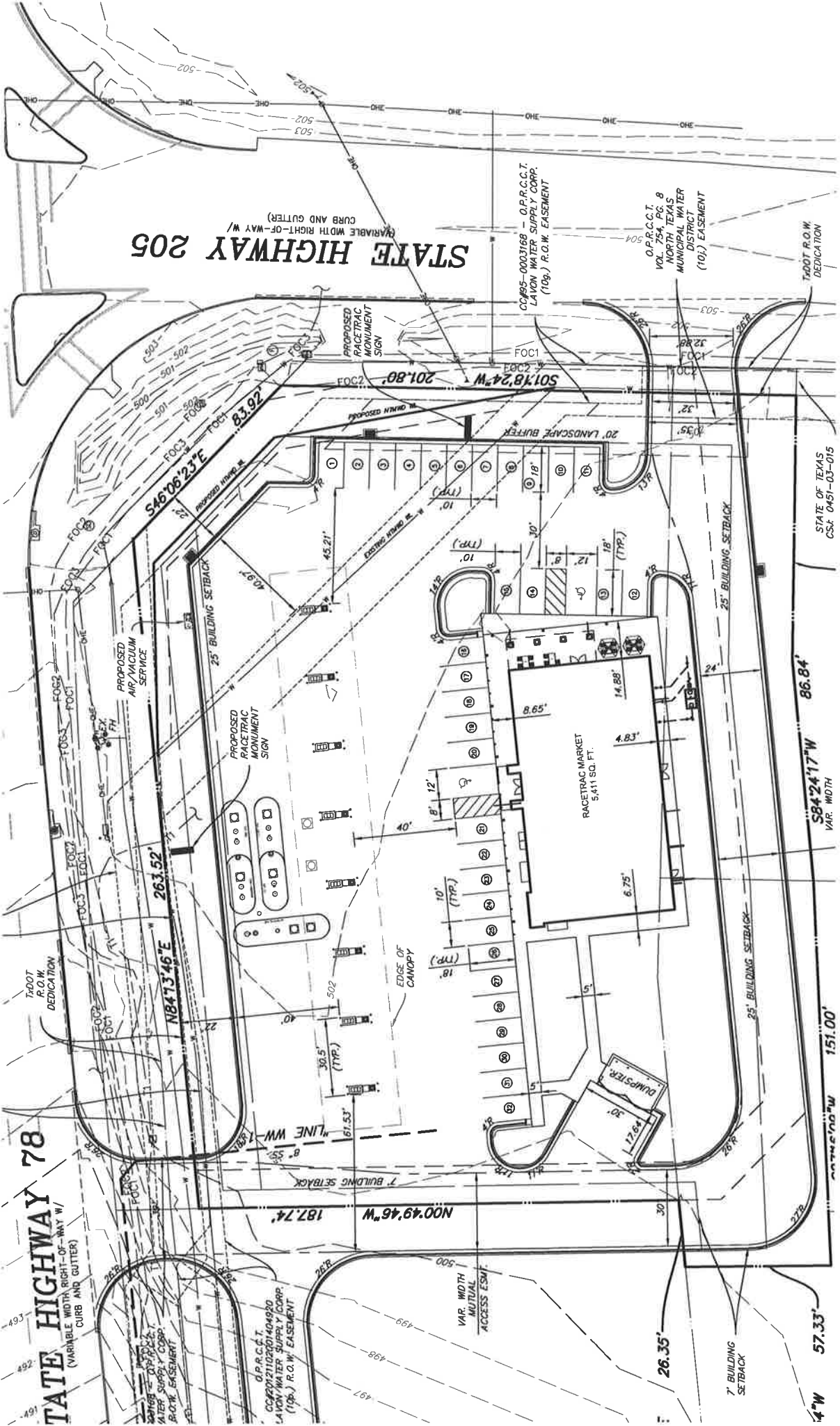


A comprehensive plan shall not constitute a zoning regulation or establish zoning district boundaries.

Zoning Map

RaceTrac Petroleum





TATE HIGHWAY 78
 (VARIABLE WIDTH RIGHT-OF-WAY W/
 CURB AND GUTTER)

STATE HIGHWAY 205
 (VARIABLE WIDTH RIGHT-OF-WAY W/
 CURB AND GUTTER)

O.P.R.C.C.T.
 LAVON WATER SUPPLY CORP.
 (10%) R.O.W. EASEMENT

O.P.R.C.C.T.
 NORTH TEXAS
 MUNICIPAL WATER
 DISTRICT
 (10%) EASEMENT

O.P.R.C.C.T.
 LAVON WATER SUPPLY CORP.
 (10%) R.O.W. EASEMENT

VAR. WIDTH
 MUTUAL
 ACCESS ESM

STATE OF TEXAS
 CS# 0451-03-015

584'24.17" W 86.84'
 VAR. WIDTH

584'24.17" W 86.84'
 VAR. WIDTH

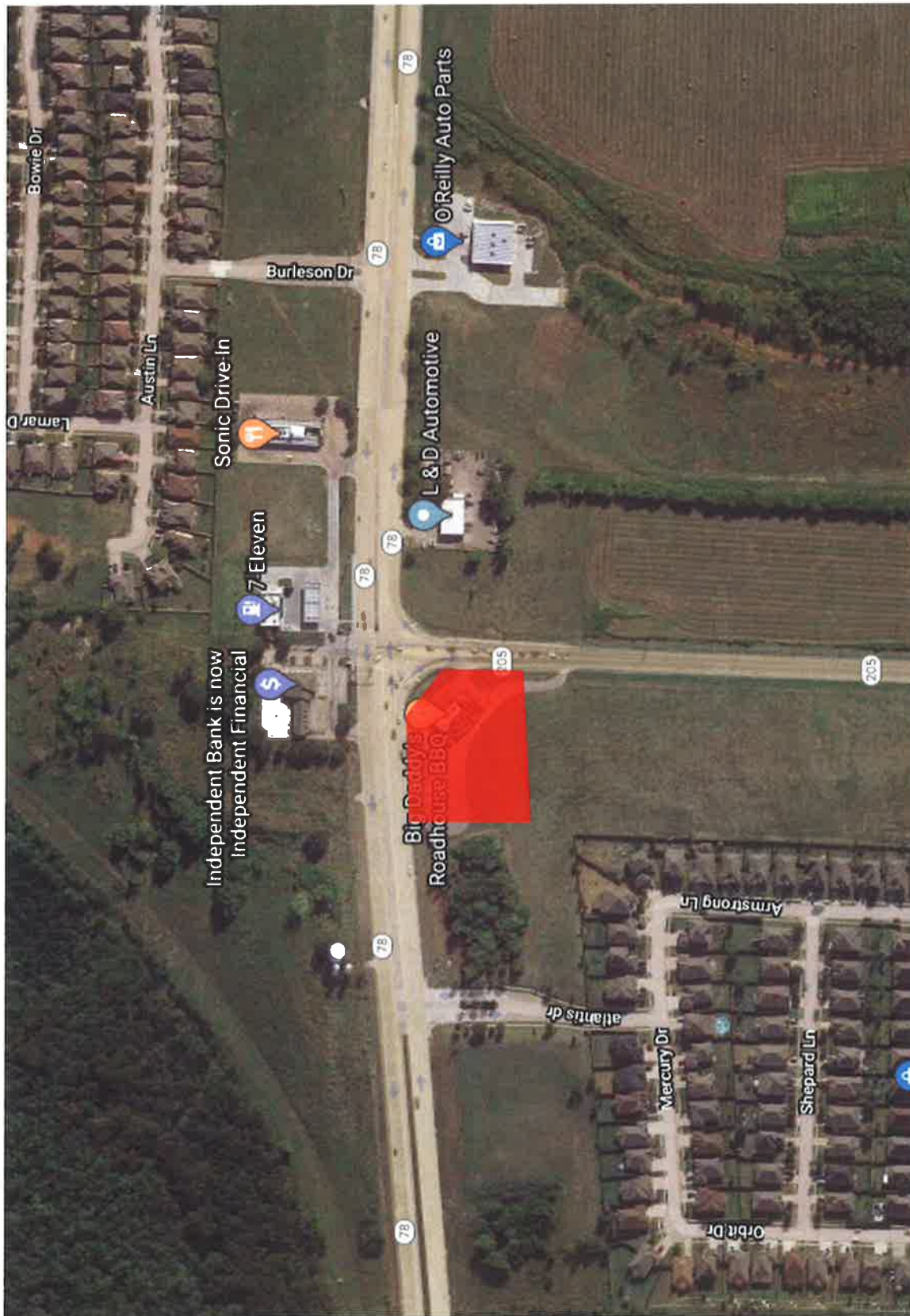
14" W 57.33'



City Council – Sign Variance
City of Lavon
July 7, 2020



The Property



Variances Requested

- 2' height increase for each monument sign
- 2 additional wall signs for the building
- 30 additional square feet of area for canopy logo sign
- 6' setback reduction for monument sign along Hwy 78



Building Signage

Additional wall sign

Logo sign

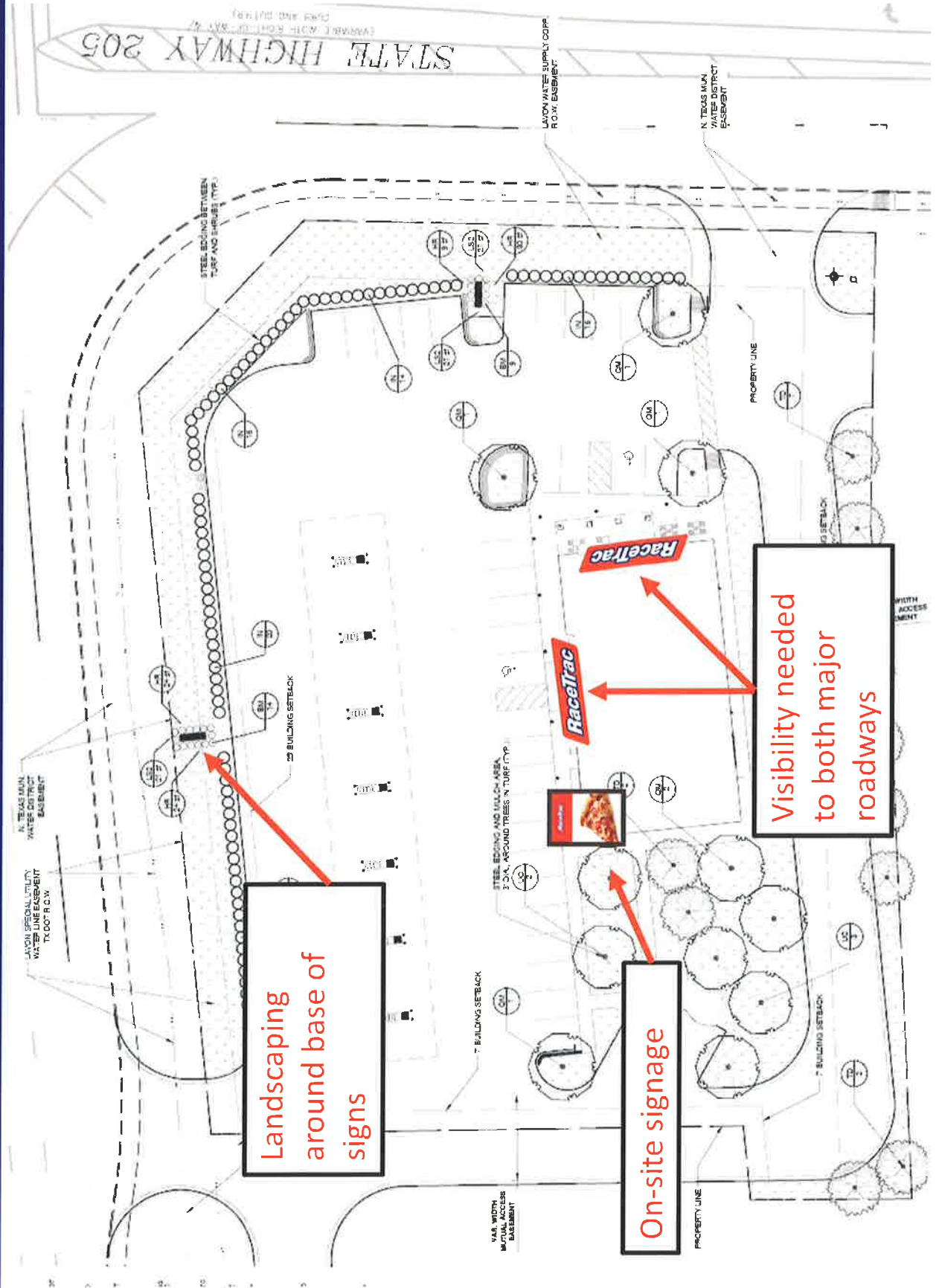




Canopy Sign







Landscaping around base of signs

On-site signage

Visibility needed to both major roadways

- Height variances needed to mitigate increased setback, curvature of roadway, and landscaping
- Additional wall signs needed to advertise to both major roadways and customer's already on -site
- Canopy logo sign size needed to ensure visibility to guests



QUESTIONS?



CITY OF LAVON Agenda Brief

MEETING: May 5, 2020

ITEM: 7 - D

Item:

Discussion and action regarding Resolution No. 2020-07-04 authorizing the Mayor to execute a contingent fee contract with Abernathy, Roeder, Boyd & Hullett, PC pursuant to Texas Tax Code, Section 6.30 and Government Code 2254.1036, said contract being for the collection of delinquent government receivables owed to the City of Lavon and replacing the contract approved by Resolution No. 2020-05-06.

Background:

On May 5, 2020, the City Council approved Resolution No. 2020-05-06 approving a contract for legal services for the collection of delinquent taxes with Abernathy, Roeder, Boyd & Hullett, P.C. (ARBH).

Subsequently, attorney Chad Timmons requested that the City Council re-address the contract to comply with HB2826 (Govt Code 2254.1036). While there are changes to the Contract's form, there are no changes to the terms and conditions.

Mr. Timmons explained that, "with most new law(s), there are undeveloped and unanswered questions surrounding its applicability. Section 2254.1036 states that a political subdivision may enter into a contingent fee contract for legal services only if the political subdivision undertakes certain public meeting/notice requirements. It is a point of debate that the fees collected are "contingent" or subject to a "contingent fee contract", because the amount of fees in the City's Agreement is set by statute, regardless of the outcome. In any event, and out of an abundance of caution, ARBH is happy to provide the public notice data/information to satisfy the stated requirements of HB2826."

The Notice required pursuant to the Texas Government Code, Section 2254.1036 is included in the meeting packet, was posted at City Hall and was posted on the City website.

Financial Implications:

There are none.

Staff Notes:

The City Attorney has reviewed the contract and approval is recommended.

Attachments:

- 1) Section 2254.1036 Notice
- 2) Proposed Resolution and Contract
- 3) Resolution No. 2020-05-06

NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036

WHEREAS, the City of Lavon (“City”), wishes to renew its contingent fee contract with the law firm of Abernathy, Roeder, Boyd & Hullett, P.C. (“Firm”) and hereby posts this notice pursuant to Sec. 2254.1036 of the Government Code.

WHEREAS, this notice shall be posted before or at the time of giving the written notice required by Government Code Sec. 551.041 for a meeting described by Sec. 2254.1036(2) of the Government Code and shall announce the following:

- A. The City is pursuing a renewal of its contract with the Firm for the collection of delinquent property taxes owed to the City and through this contract the City seeks to increase recovery of its delinquent debts in the most effective and efficient manner. The desired outcome is the efficient collection of delinquent property taxes, penalties, and interest. GOVT. CODE § 2254.1036(1)(A).
- B. The City believes the Firm has the qualifications, competency, and experience necessary to fulfill the contract. GOVT. CODE § 2254.1036(1)(B). The Firm and its predecessor, Gay, McCall, Isaacks, & Roberts, PC, collected delinquent government receivables for nearly 40 years, and represented the City in delinquent tax matters, and the Firm has continued that tradition since Gay, McCall, Isaacks, & Roberts, PC, joined in July 2018. The Firm is local, with an office in McKinney, Texas. It employs more than 50 individuals, including 19 attorneys. Its collection team consists of long-term Firm employees, including attorneys, paralegals, law clerks, legal secretaries, collection support personnel and information technology experts.
- C. The nature of any relationship between the City and the Firm is as follows. GOVT. CODE § 2254.1036(1)(C).
 - i. The Firm and its predecessor Gay, McCall, Isaacks & Roberts, PC, has represented the City in the collection of delinquent taxes for many years.
- D. The City is unable to perform this function and efficiently collect its own delinquent taxes. GOVT. CODE § 2254.1036(1)(D). The services involve filing a high volume of cases each month and performing the services in-house would require the taxing units to invest in additional technology, personnel, and other resources to provide adequate support services incidental to the legal services.
- E. These collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(1)(E). The Tax Code allows the assessment of a percentage-based fee to recover the costs of collecting delinquent taxes (Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48). This percentage-based fee is assessed only against the debtor and not the City or taxpayers of the City. The collection of delinquent taxes is a high-volume practice, requiring a significant amount of research, mailing, and handling of outbound/inbound calls. An hourly fee for such work will likely exceed amount of delinquent taxes due and represent an additional cost to the City. The Tax Code does not expressly authorize the City to pay for collection services based on an hourly fee.
- F. The City believes this contingent fee contract is in its best interest. GOVT. CODE § 2254.1036(1)(F). Under the contingent fee contract, the Firm will be paid the amount of the percentage-based collection fee, regardless the number of hours the Firm spends to collect the delinquent debt. Additionally, the percentage-based collection penalty is a pass-through expense to the debtor and not an expense to the City or taxpayers in the City. This contract will allow the Taxing Entities to recover delinquent property taxes, penalties and interest that are essential revenue.

Posted City Council Meeting Agenda by the City of Lavon on the 3rd day of July 2020.

CITY OF LAVON, TEXAS
RESOLUTION NO. 2020-07-04

Re-address ABRH Contract

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A CONTINGENT FEE CONTRACT WITH ABERNATHY, ROEDER, BOYD & HULLETT, PC PURSUANT TO TEXAS TAX CODE, SECTION 6.30 AND GOVERNMENT CODE 2254.1036, SAID CONTRACT BEING FOR THE COLLECTION OF DELINQUENT GOVERNMENT RECEIVABLES OWED TO THE CITY OF LAVON AND REPLACING THE CONTRACT APPROVED BY RESOLUTION NO. 2020-05-06.

WHEREAS, the City Council approved Resolution No. 2020-05-06 approving a contract for legal services for the collection of delinquent taxes with Abernathy, Roeder, Boyd & Hullett, P.C.;

WHEREAS, the City Council desires to re-address the contract approved by Resolution No. 2020-05-06 to insure that all notice provisions of Section 2254.1036 of the Texas Government Code have been satisfied;

WHEREAS, the City Council affirms that on July 3, 2020, the Notice Pursuant to Government Code Sec. 2254.1036 was posted at City Hall and on the City website with the City Council Meeting Agenda and Packet;

WHEREAS, the City Council finds that there is a substantial need for the legal services specified in said contract;

WHEREAS, the City Council finds that these legal services cannot be adequately performed by the attorneys and supporting personnel of the City; and

WHEREAS, the City Council finds that these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which these services will be obtained or because City does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

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

SECTION 1. That the City Council does hereby authorize the Mayor to execute a contingent fee contract with Abernathy, Roeder, Boyd & Hullett, PC pursuant to Texas Tax Code, Section 6.30 and Government Code 2254.1036, that will replace the contract approved by

Resolution No. 2020-05-06, said contract being for the collection of delinquent government receivables owed to the City of Lavon and, which is attached hereto and labeled “**Exhibit A**”;

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

DULY PASSED and APPROVED by the City Council of the City of Lavon, Texas, on the 7th day of July 2020.

Vicki Sanson
Mayor

ATTEST:

Kim Dobbs
City Administrator/City Secretary

CITY OF LAVON, TEXAS
RESOLUTION NO. 2020-07-04

EXHIBIT A

Contingent Fee Contract

2. Among other Delinquent Taxes, during the Term the following shall be subject to collection by the Firm:

- (a) Taxes that become delinquent during the Term that are not delinquent for any prior year. These Delinquent Taxes shall become subject to collection by the Firm on the first day of the month in which penalties and interest attach to the taxes pursuant to Section 33.07, 33.08, and/or 33.11 of the Texas Property Tax Code;
- (b) Delinquent Taxes that are required to be included in a suit pursuant to Texas Property Tax Code § 33.42(a) on the date any lawsuit is filed with respect to the recovery of the tax;
- (c) taxes, on the date of filing of any application for tax warrant, where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of the City's authorized representative;
- (d) Delinquent Taxes secured by property, even if the property is also subject to Delinquent Taxes which pre-existed the Term, if (i) the property securing the Delinquent Taxes is under litigation, or comes under litigation, or (ii) if referred to the Firm for collection by City's tax collector;
- (e) Delinquent Taxes owed on personal property shall become subject to this Contract sixty days after the delinquency date for said taxes. (For taxes owed on personal property, a 20% penalty shall be assessed as provided by Section 33.11, Texas Property Tax Code. All collection penalties or attorney fees collected on those taxes are the property of the Firm and shall be paid in the same manner as all other collection penalties or attorney fees under this Contract.);
- (f) taxes, including but not limited to current taxes, on the date of taxpayer filing an application for bankruptcy relief, where recovery of the tax or estimated tax is sought by the City; and
- (g) any other Delinquent Taxes which the City requests the Firm to pursue under Texas Property Tax Code Sections 33.21 or 33.48, et. seq. or other applicable law.

3. The City has the right to make the final decision whether to collect Delinquent Taxes through a lawsuit, provided that the City has communicated its decision to the Firm in writing.

IV. **INTELLECTUAL PROPERTY RIGHTS**

1. The City recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The City agrees and hereby grants to the Firm the right to use and incorporate any information provided by the City ("City Information") to update the databases in this proprietary software, and, notwithstanding that City Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the City shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the City shall be entitled to obtain a copy of such data that directly relates to the City's accounts at any time.

2. The Firm agrees that it will not share or disclose any specific confidential City Information with any other company, individual, organization or agency, without the prior written consent of the City, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use City Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain City Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

V. TERM

1. This Agreement is effective upon execution by the City's authorized representative.
2. This Agreement shall remain in effect until August 1 of the fifth year following the Execution of this Agreement (the "Term").
3. If at any time during the initial term of this Agreement or any extension hereof, the City determines that the Firm's performance under this Agreement is unsatisfactory, the City shall notify the Firm in writing of the City's concern. The notice from the City shall specify the particular deficiencies that the City has observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty-day remedial period, the City remains unsatisfied with the Firm's performance, the City may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the City of such termination ("Termination Date").
4. For up to six (6) months following the expiration or termination of this Agreement, the Firm shall continue to pursue collection efforts for any matter referred by the City pursuant to this Agreement prior to the expiration of the Agreement. The City shall compensate the Firm according to the terms of this Agreement for Delinquent Taxes collected in relation to the Firm's services, even if those Delinquent Taxes are paid after termination or expiration of this Agreement.

VI. SERVICES OF THE FIRM

In Consideration of the compensation to be provided by the City to the Firm, the Firm shall provide the following services during the Term:

- (i) on behalf of the City, take appropriate, lawful, and ethical actions to attempt to collect Delinquent Taxes referred to the Firm;
- (ii) represent the City in legal action for the purpose of collecting Delinquent Taxes;
- (iii) intervene on behalf of City in suits for taxes filed by any taxing unit on property located within its taxing jurisdiction;

- (iv) make progress reports to City on any collection matter referred to the Firm within a reasonable time following written request from the City;
- (v) inform the City's tax collector or other designated officials of any errors, double assessments or other discrepancies it discovers in the course of the Firm's work;
- (vi) attempt to promptly advise City of all cases where investigation reveals taxpayers to be financially unable to pay their Delinquent Taxes;
- (vii) any other services deemed by the Firm to be reasonably necessary to collect the Delinquent Taxes;
- (viii) obtain and carry Professional Liability Coverage, and Errors and Omissions coverage; and
- (ix) include in any suit filed for delinquent taxes the collection of receivables, such as mowing liens, demolition liens, and other liens filed by the City with the County Clerk of Collin County, Texas.

**VII.
DUTIES OF THE CITY**

In addition to timely paying the Firm the compensation described below, the City shall have the following duties:

- (i) refer to the Firm any and all matter subject to collection under this Agreement, including but not limited to Delinquent Taxes which come due during the Term or matters which are otherwise identified in Article III, Section 2 above;
- (ii) provide to the Firm any and all data and information which the Firm may require or request to pursue the Delinquent Taxes, including but not limited to:
 - (a) the name of the Taxpayer;
 - (b) the last known address(es) for the Taxpayer;
 - (c) the years and the amount of Delinquent Taxes;
 - (d) specification of additional interest and penalties for a reasonable number of months following referral; and
 - (d) a legal description of the property the subject of the Delinquent Taxes or which secures the Delinquent Taxes.
- (iii) cooperate with the Firm in collection efforts, including but not limited to:
 - (a) updating information by furnishing a list of paid accounts and adjustments to the tax roll as appropriate and to assist the Firm in the collection of the Delinquent Taxes;
 - (b) promptly providing updated information when requested for accounts subject to collection efforts, including but not limited to accurate calculations of Payoff Amounts;

- (c) promptly considering and responding to requests for decisions – such as whether to pursue litigation with regard to a particular matter, or what offers to tender, if any, to taxpayers who cannot pay Delinquent Taxes;
 - (d) accepting calls from the Firm, and promptly returning calls and written communications from the Firm if the authorized representative of the City is not available; and
 - (e) if appropriate and requested, ensuring a qualified representative of the City is available to appear at court hearings or other proceedings.
- (iv) promptly inform the Firm of any notices it may receive during the Term in relation to collection of Taxes, including but not limited to:
- (a) notices related to bankruptcy filings;
 - (b) demand letters from taxpayers or their counsel;
 - (c) writs or subpoenas received in relation to tax collection efforts; or
 - (d) other documents or notices which may, directly or indirectly, relate to the collection efforts of the Firm; and
- (v) The City’s tax collector or other designated official agrees to promptly investigate and report in relation to any errors, double assessments, or other discrepancies which may be reported to it. Upon verification by the City of the error, double assessment or other inaccuracy, the portion improperly assessed, if any, shall no longer be subject to collection efforts by the Firm.

VIII.
COMPENSATION

1. For the Firm’s services provided hereunder, City agrees to pay to Firm as compensation (20%) percent of the amount of all Delinquent Taxes (including current year and prior taxes, penalty and interest) subject to the terms of this Contract and collected and paid to City’s tax collector, when collected. City shall pay the Firm its compensation within thirty (30) days of receipt of payment by the City tax collector.

2. Section 33.48(a) (4) of the Texas Property Tax Code provides: “In addition to other costs authorized by law, a taxing unit is entitled to recover reasonable expenses that are incurred by the taxing unit in determining the name, identity and location of necessary parties and in procuring necessary legal descriptions of the property on which a delinquent tax is due.” The Firm agrees to advance on behalf of City such costs and expenses. In consideration of the advancement of such costs and expenses by the Firm, City assigns its right to recover the same to the extent approved by the Court and/or customarily and usually approved by the Court. The Firm expressly waives any claim against City for uncollected costs or expenses.

IX.
ADDITIONAL TERMS

1. Before any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of this Agreement may proceed to any other forum for adjudication, the parties, within sixty days the written request of one party served on the other, shall mediate through an agreed neutral mediator. If mediation is not successful, the parties agree that

any controversy involving the construction or application of any of the terms, covenants, or conditions of this Agreement, shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

2. This Agreement shall be exclusively governed by and construed according to the laws of the State of Texas and venue for any dispute shall be in Collin County, Texas.

3. This Agreement may only be amended or modified by a written document executed by the Parties and which unequivocally indicates the Parties' intention to modify this Agreement.

4. The Parties agree that the captions and headings contained in this Agreement are for convenience only and shall not be deemed to constitute a part of this Agreement.

5. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which shall constitute one and the same document. A facsimile executed copy of this Agreement, which has been executed by all of the Parties, shall have the same force and effect as an original.

6. The Parties have participated or been provided an opportunity to participate in the drafting of this Agreement, and have presented or been provided the opportunity to present this Agreement to counsel of their choosing for review. Accordingly, in the event of any ambiguity or conflict, the parties agree this Agreement shall not be construed against the drafter.

7. This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

8. The persons signing below represent that they are authorized representatives of the respective entities on whose behalf they purport to execute this Agreement.

Effective this ___ day of _____, 202__.

City of Lavon

Abernathy, Roeder, Boyd, & Hullett, PC

By: _____

By: _____

Title: Mayor

Title: Director

Date: _____

Date: _____

Written Findings as to the Collections Contract with Abernathy, Roeder, Boyd & Hullett, P.C.:

The governing body for the City, in support of its decision to contract with Abernathy, Roeder, Boyd & Hullett, P.C. and pursuant to Section 2254.1036, of the Government Code, hereby finds the following to be true:

- 1) there is a substantial need for the legal services specified in said contract;
- 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of the City; and
- 3) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which these services will be obtained or because City does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

APPROVED and EXECUTED this the ____ day of _____, 2020.

Title: Mayor

City of Lavon

CITY OF LAVON, TEXAS
RESOLUTION NO. 2020-05-06

Contract for Collection of Delinquent Taxes

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR LEGAL SERVICES FOR THE COLLECTION OF DELINQUENT TAXES WITH ABERNATHY, ROEDER, BOYD & HULLETT, P.C.; AND PROVIDING AN EFFECTIVE DATE; 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 contract for legal services for the collection of delinquent taxes with Abernathy, Roeder, Boyd & Hullett, P.C., 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 5th day of May 2020.



Vicki Sanson
Mayor



ATTEST:



Kim Dobbs
City Administrator/City Secretary

CITY OF LAVON, TEXAS
RESOLUTION NO. 2020-05-06

EXHIBIT A

CONTRACT FOR COLLECTION OF DELINQUENT TAXES

**CONTRACT FOR THE COLLECTION OF
DELINQUENT TAXES**

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

THIS CONTRACT is made and entered into by and between the CITY OF LAVON, a political subdivision of the State of Texas, acting by and through its governing body, (hereinafter called "CITY"), and ABERNATHY, ROEDER, BOYD & HULLETT, P.C., McKinney, Texas, (hereinafter called the "FIRM").

I.

CITY agrees to employ and does hereby employ FIRM to enforce by suit or otherwise, the collection of all delinquent ad valorem taxes, penalty and interest, owing to the CITY, which the CITY refers to the FIRM, provided the current year's taxes have become delinquent within the period of this Contract, and therefore shall become subject to its terms upon the following conditions:

- A. Taxes that become delinquent during the term of this Contract on property that is not delinquent for any prior year become subject to the terms of this Contract on the 1st day of July of the year in which they become delinquent; and
- B. Taxes that become delinquent during the term of this Contract on property that is delinquent for prior tax years and upon which the FIRM initiates or has initiated legal activity shall become subject to its terms on the first day of delinquency.
- C. All delinquent personal property taxes shall become subject to this Contract and shall be turned over to the FIRM for collection 60 days after the delinquency date for said taxes that become delinquent on or after February 1, 2020.
- D. Other taxes, including current taxes, which are turned over to the FIRM by the CITY's tax collector because of the necessity of filing claims in Bankruptcy, with other Federal authorities, or for other reasons, shall become subject to the terms of this Contract at the

time they are turned over to the FIRM, and the FIRM shall be entitled to attorney's fees as set forth herein, when such attorney's fees are actually recovered from the taxpayer.

- E. CITY reserves the right to make the final decision as to whether or not to enforce by suit any delinquent tax account turned over to the FIRM for collection.

II.

The FIRM's relationship with CITY shall at all times be that of an independent contractor. The method and manner in which the FIRM's services hereunder shall be performed shall be determined by the FIRM in its sole discretion, and CITY will not exercise control over the FIRM or its employees. The employees, methods, equipment and facilities used by the FIRM shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate the FIRM, or any of its employees, as employees of CITY.

III.

All services provided by FIRM hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the profession in the State of Texas applicable to such services of the type of collection services contemplated by this Agreement, and FIRM shall be responsible for all services provided hereunder. FIRM shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay and will give these services such priority in its office as is necessary to cause FIRM's services hereunder to be timely and properly performed.

IV.

The FIRM shall call to the attention of the CITY's designated tax collector or other officials any errors, double assessments or other discrepancies coming under their observation during the progress of the work and shall intervene on behalf of the CITY in all suits for taxes hereafter filed by any taxing unit for ad valorem taxes on property located within its geographical limits.

V.

CITY, or its authorized tax collector, agrees to furnish a delinquent tax roll including all data the CITY may have based upon Collin County tax roll information as to the name and address of the taxpayer, the legal description of the property, and the years and amount of taxes due, to FIRM on all property within CITY's jurisdiction. CITY further agrees to update said information by furnishing a list of paid accounts and adjustments to the tax roll as such information is available.

VI.

FIRM agrees to file suit on and reduce to judgment and sale or to enforce the collection otherwise of delinquent taxes on property located within the CITY's taxing jurisdiction. The FIRM shall have the authority to procure on behalf of CITY the necessary data and information as to the name, identity, and location of the necessary parties, and legal description of such property. FIRM agrees to sue for recovery of these costs as court costs as provided by Texas Property Tax Code Section 33.48.

VII.

FIRM further agrees to begin work upon receipt of a delinquent tax file, to proceed diligently in all collection efforts, and to report progress to the CITY on a monthly basis. FIRM shall advise the representative designated by the CITY of all delinquent accounts where an investigation reveals mitigating circumstances and/or taxpayers financially unable to pay their delinquent taxes.

FIRM and CITY hereby agree that certain standards for performance of this Agreement are necessary to ensure that all parties understand the intent of the other party. These standards are not designed to give rights to third parties. Instead, in order for all parties to fully perform the necessary duties under this Agreement, the Parties hereby establish standards which sets forth the goals and

objectives of the CITY and criteria which expresses what is required of the FIRM under this Agreement ("Performance Criteria"), as set forth in Exhibit "A" attached hereto and incorporated by reference as if written word for word herein. The Performance Criteria may be updated on an as needed basis. Failure of the FIRM to perform in accordance with the Performance Criteria, after thirty (30) day written notice and ten (10) day opportunity to cure may result in the termination of this Agreement at the discretion of the CITY.

VIII.

CITY further agrees to employ and does hereby employ FIRM on a mutually agreed upon basis, to include in any suit filed for delinquent taxes the collection of receivables, such as mowing liens, demolition liens, and other liens filed by the CITY with the County Clerk of Collin County, Texas. CITY reserves the right to make the final decision as to whether or not to enforce by suit the collection of any such receivables. FIRM agrees to include the CITY's claims for amounts due pursuant to such liens in delinquent tax collections suits when applicable. Such receivables become subject to the terms of this contract at the time they are turned over to the FIRM, and the FIRM is entitled to attorney's fees (*the maximum rate permitted by law*) of any amounts awarded by a court and actually received by CITY; however, CITY shall not be liable for payment of any attorney's fees to FIRM. The FIRM agrees to seek recovery of such attorney's fees on behalf of the CITY. The CITY reserves the right to accept or reject any payments tendered for less than the full amount due including attorney's fees. CITY agrees to pay over such compensation to FIRM monthly by check.

IX.

CITY agrees to pay to FIRM as compensation for services as follows:

1. For Tax Year 2007 and Subsequent Years: CITY agrees to pay FIRM as compensation hereunder the maximum allowable to be charged as additional penalty under Texas Property Tax Code Sections 33.07 and 33.11, or as attorney's fees charged as costs in a suit to collect a delinquent tax under Texas Property Tax Code Section 33.48, whichever is applicable, only upon collection and payment to the collector of taxes after the earliest dates for attachment of said penalty and/or costs prescribed in the aforementioned statutes.

2. For Tax Year 2006 and Prior Years: CITY agrees to pay FIRM as compensation hereunder fifteen percent (15%) of the amount of all delinquent taxes, penalty and interest for each applicable year in which said amount is actually collected and paid to the collector of taxes during the term of this contract as and when collected.

All compensation provided for herein shall become the property of the FIRM at the time of payment of taxes, penalty, interest and costs to the collector of taxes, subject to the terms of this contract. The collector shall pay over said funds monthly by check.

X.

The initial term of this Contract shall be for five (5) years, from May 1, 2020, through May 31, 2025, with the option to renew for an additional five (5) year term, if mutually agreeable. However, either party to this Contract shall have the right to terminate this Contract at any time by giving the other party thirty (30) days written notice of its desire and intention to terminate this Contract; and further provided that the FIRM shall have an additional six (6) months to reduce to payment or judgment all tax litigation and bankruptcy claims filed prior to the date this Contract becomes terminated. FIRM shall handle to conclusion all suits in which trial court judgments are obtained during the period of this contract and which are appealed by any party. In consideration

of the terms and compensation herein stated, FIRM hereby accepts said employment and undertakes the performance of this contract as above written.

In the event that the contract period provided herein shall expire without termination or renewal, this contract shall automatically be extended for successive thirty (30) day periods until such is terminated or renewed by the CITY.

XI.

All disputes arising in connection with this Contract shall be resolved exclusively in Civil District Court in Collin County, unless venue for any such dispute is required by law to be in another court. The parties hereto agree that the laws of the State of Texas shall govern and control the interpretation, performance and enforcement of this Contract.

XII.

Before commencing work, the FIRM shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the CITY. The FIRM shall furnish to the CITY Purchasing Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

City of Lavon
120 School Road
P.O. Box 340
Lavon, Texas 75166

Professional Liability Insurance to provide coverage against any claim which the FIRM and all firms engaged or employed by the FIRM become legally obligated to pay as damages arising out

of the performance of professional services caused by error, omission or negligent act with minimum limits of \$1,000,000 per claim, \$2,000,000 annual aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the CITY.

A. With reference to the foregoing required insurance, the consultant shall endorse applicable insurance policies as follows:

1. All insurance policies shall be endorsed to the effect that CITY will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or material change of the policies.

B. All insurance shall be purchased from an insurance company that meets a financial rating of B+ VI or better as assigned by AM. Best Company or equivalent.

XIII.

In the event the FIRM receives any funds on behalf of the CITY, the FIRM shall receive and handle all collections as constructive trustee for the use and benefit of the CITY. All accounts and funds received by FIRM and documentation of any kind furnished by the CITY shall at all times remain the property of the CITY. In the event of termination of this Agreement for any reason or expiration thereof, such funds and documentation shall be returned within five (5) days to the CITY. FIRM may not, under any circumstances, withhold such funds.

XIV.

At any time during normal business hours and as often as the CITY may deem reasonably necessary, FIRM shall make available to a representative designated in writing by the CITY for

examination, all of FIRM's records, whether written or electronically generated and stored, which include but are not limited to all collections, accounts, activity, disposition, etc., with respect to all matters covered by this Agreement, and will permit the CITY to examine such records; however, CITY shall use best efforts to protect the FIRM's attorney work product and all confidential information pursuant to the Texas Public Information Act, and in furtherance of the foregoing, CITY shall only make copies, excerpts, or transcripts from such records which are or which are determined to be public information by the Texas Attorney General.

XV.

FIRM shall at all times observe and comply with all federal, state, and local laws, ordinances, regulations, and policies of the CITY, which in any manner affect FIRM or its services.

XVI.

If any portion of this contract is deemed unenforceable due to operation of law or otherwise, all remaining provisions shall continue to operate in full force and the parties shall be bound thereby until the end of the contract term.

XVII.

FIRM agrees to give full attention to the fulfillment of this Agreement and to give such priority to this Agreement so as to timely effectuate its purpose. CITY agrees to provide in timely manner information necessary to allow the FIRM to fulfill its obligations herein. This Agreement may not be assigned, in whole or in part, without the prior written consent of the CITY, and no part or feature of the work will be subcontracted to anyone without the approval of the CITY. FIRM further agrees that the assignment of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve FIRM from its full obligations to the CITY as provided by this Agreement.


In consideration of the terms and compensation herein stated, Abernathy, Roeder, Boyd & Hullett, P.C. accepts said employment and undertakes the performance of this Contract as above written.

This Contract is executed on behalf of the CITY by _____, who is authorized to execute this instrument by Order heretofore passed this the ____ day of _____, 2020, in Lavon, Collin County, Texas.

City of Lavon

By: _____
NAME / TITLE

ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

By: 

CHAD TIMMONS
1700 Redbud Blvd #300
McKinney, Texas 75069

EXHIBIT "A"

PERFORMANCE CRITERIA

The FIRM shall at all times perform work under the Agreement to the customary standards of professionals performing the same type of services in the Dallas-Fort Worth, Texas metropolitan area. FIRM shall perform the functions of the Agreement in a timely manner considering the subject matter at issue. In addition,

A. The FIRM will be proactive and pursue delinquent properties in a timely manner on properties that are vacant, have a deceased owner, or have no improvements. If the CITY becomes aware of properties that have been vacated, have a deceased owner, or are without improvements, CITY shall notify the FIRM in writing of said properties.

B. The CITY may from time to time deem certain properties with delinquent taxes a priority for legal action. CITY shall provide FIRM with a list in writing of said properties.

C. Each party shall assign an employee to coordinate collections efforts under the Agreement, with the respective employee being the primary point of contact between FIRM and CITY.

D. The FIRM shall closely monitor delinquent tax rolls and not let delinquent real property accounts be removed by statute, unless otherwise directed. The CITY and the FIRM acknowledge that delinquent taxes on property with over-65 or other deferrals may cause the delinquent taxes to extend beyond the statute of limitations, requiring removal of such delinquent taxes from the delinquent tax roll pursuant to statute.

E. The FIRM shall obtain a judgment on all properties, unless otherwise directed by the CITY or prohibited by law. All unimproved or non-occupied properties shall be foreclosed on. The remainder of the properties shall be determined on a case-by-case basis. In the event the CITY elects to not foreclose on occupied properties, the CITY shall reimburse FIRM for actual out-of-pocket publication costs and title fees; however, when such judgment is satisfied, in any manner, the CITY shall be entitled to withhold an amount equal to such publication costs and title fees, plus interest as provided for in the judgment, from the amount the CITY actually collects.

F. In addition to the monthly reports provided by the tax collector, the FIRM will provide CITY with a twice-yearly summary of cases filed, judgments rendered, and sheriffs' sales conducted, including an analysis of the FIRM's progress in collection of the CITY's delinquent taxes. The FIRM shall inform CITY the day a tax suit has been filed on a property by email to the CITY's designated employee.

G. The FIRM and CITY shall meet and discuss occupied non-homestead properties which have been delinquent for more than two (2) years. The FIRM shall pursue collection on all such properties as directed by the CITY.

H. Sheriffs Sales:

1. FIRM shall diligently pursue foreclosure of properties identified to the FIRM by the CITY as priority accounts.

I. If the CITY requests, the FIRM shall ask the sheriff/constable to strike off properties to the CITY.

J. The FIRM will represent the CITY in all bankruptcy matters in which the CITY is owed money; the FIRM will receive a fee only in those cases in which a fee is recovered from the debtor.



CITY OF LAVON Agenda Brief

MEETING: July 7, 2020

ITEM: 7 - E

Item:

Discussion and action regarding Ordinance No. 2020-07-02 authorizing the sale of beer and wine for off-premise consumption pursuant to the authority of Texas Alcoholic Beverage Code, Section 251.725 to 27 acres of commercially-zoned property in the LakePointe Addition; providing for a severability clause; providing for an effective date.

Background:

On November 2, 2010, the residents of Lavon voted in favor of the local option for the legal sale of beer and wine for off-premise consumption only. This measure allows for retail stores, such as grocery stores, convenience stores and pharmacies, to sell beer and wine that customers take unopened from the store. Historically, the local option extended only to property that was in the corporate limits of the City on the date of the election.

As a side note, the records do not indicate that any other petition has ever been submitted for any of the other local options, including those that would provide for liquor by the drink in restaurants or the sale of alcoholic beverages in a liquor store.

A map of the city limits at the time of the local option election is included in the meeting packet.

In 2015 and 2019, the Texas legislature amended the Alcoholic Beverage Code to allow a City to extend by ordinance the local option to property that was annexed after the date of the election. At this time, there is a statutory expiration of the City's authorization to take such action on September 1, 2021.

Code Excerpt:

TEXAS ALCOHOLIC BEVERAGE CODE

**Section 251.725 CHANGE OF STATUS FOR CERTAIN TERRITORY ANNEXED
BY MUNICIPALITY**

Text of subsection effective until September 01, 2021

(a) This section applies only to a municipality whose local option status allows for the legal sale of beer and wine for off-premise consumption only as a result of a local option election on the applicable ballot issue held on or after January 1, 1985.

Text of subsection effective until September 01, 2021

(b) The governing body of a municipality described by Subsection (a) may adopt an ordinance authorizing the sale of beer and wine for off-premise consumption in an

area annexed by the municipality after that election if at the time the ordinance is adopted:

- (1) the annexed area is not more than one percent of the total area covered by the municipality;
- (2) all of the land in the annexed area is zoned for commercial use only; and
- (3) the annexed area is not adjacent to residential, church, or school property.

On June 11, 2020, property owner Steve Lenart, Lenart Development Company, L.L.C. requested that the local option be extended to 27 acres of property zoned for commercial use in the LakePointe Addition. The property was voluntarily annexed by the City of Lavon on July 2, 2019. The property was zoned as a Planned Development for commercial uses on July 2, 2019. The property satisfies the requirements of Section 251.725 of the Alcoholic Beverage Code.

Financial Implications:

There are not specific financial implications. Extending the local option adds value to the property because retailers such as grocery stores, convenience stores and national-retail pharmacies will not consider locating at sites that do not have the local option.

Staff Notes:

The City Attorney has reviewed the ordinance and approval is recommended.

- Attachments:**
- 1) Proposed Ordinance
 - 2) 2010 Election information and map
 - 3) Request for extension
 - 4) Location exhibits

CITY OF LAVON, TEXAS
ORDINANCE NO. 2020-07-02

Extension of Local Option – Sale of Beer and Wine for Off-Premise Consumption
LakePointe

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, AUTHORIZING THE SALE OF BEER AND WINE FOR OFF-PREMISE CONSUMPTION PURSUANT TO THE AUTHORITY OF TEXAS ALCOHOLIC BEVERAGE CODE, SECTION 251.725 TO COMMERCIALY-ZONED PROPERTY IN THE LAKEPOINTE ADDITION; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the residents of the City of Lavon, Texas voted in favor of the legal sale of beer and wine for off-premise consumption on November 2, 2010; and

WHEREAS, the City of Lavon annexed the property shown on Exhibit “A” on July 2, 2019; and

WHEREAS, the property shown on Exhibit “A” is less than one percent (1%) of the total area covered by the city of Lavon, and

WHEREAS, all of the land proposed for the extension of the local option in the annexed area is zoned for commercial use only; and

WHEREAS, the land proposed for the extension of the local option in the annexed area is not adjacent to residential, church or school property; and

WHEREAS, all conditions described in the Texas Alcoholic Beverage Code, Section 251.725 have been met.

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

SECTION 1. Findings.

The above findings are hereby found to be true and correct and are incorporated herein in their entirety.

SECTION 2. Authorization.

The property shown on Exhibit “A” attached hereto and incorporated herein is hereby legally authorized for the sale of beer and wine for off-premise consumption. No townhome or multi-family developments shall be developed directly adjacent to property that is developed for the sale of beer and wine for off-premise consumption.

SECTION 3. Severability Clause.

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

SECTION 4. Cumulative/Repealer Clause.

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

SECTION 6. Savings Clause.

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

SECTION 7. Effective Date.

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

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas, this 7th day of July 2020.

Vicki Sanson
Mayor

ATTEST:

Kim Dobbs
City Administrator/City Secretary

CITY OF LAVON, TEXAS
ORDINANCE NO. 2020-07-02

EXHIBIT A

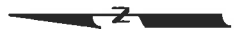
LakePointe Addition – 27 acres

CORWIN ENGINEERING, INC.

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



SCALE: 1" = 200'



$\Delta = 05^{\circ}15'02''$
 $R = 5729.58'$
 $L = 525.07'$
 $C = 524.89'$
 $B = N19^{\circ}21'16''E$

POINT OF BEGINNING

S89° 00'51"E 376.39'

N89° 32'36"E 931.18'

N54° 55'30"E 87.34'

N19° 58'32"E 419.76'

S01° 00'58"W 974.46'

200.9089 ACRE TRACT
DOC. NO. 20180821001049570

S01° 01'15"W 9.75'

N88° 58'45"W 120.00'

N88° 51'33"W 624.63'

344.38'

N01° 01'15"E 300.00'

S33° 46'44"W 344.38'

N88° 51'33"W 168.46'

N88° 51'33"W 579.95'

BOUNDARY EXHIBIT - 27.908 AC.
LAKEPOINTE
CITY OF LAVON
COLLIN COUNTY, TEXAS

LEGAL DESCRIPTION

BEING a tract of land situated in the Samuel M. Ranier Survey, Abstract Number 740, in the City of Lavon, Collin County, Texas, being part of a 200.9089 acre tract, as described Document No. 20180821001049570, in the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING, at a 5/8 inch iron rod found with Txdot Alum. cap at the northeast corner of said 200.9089 acre tract being in the south line of F.M. 6 (Variable R.O.W.);

THENCE, South 01°00'58" West, along the east line of said 200.9089 acre tract, for a distance of 974.46 feet, to a calculated point;

THENCE, North 88°51'33" West, departing said east line, for a distance of 579.95 feet, to a calculated point;

THENCE, North 01°01'15" East, for a distance of 300.00 feet, to a calculated point;

THENCE, North 88°58'45" West, for a distance of 120.00 feet, to a calculated point;

THENCE, South 01°01'15" West, for a distance of 9.75 feet, to a calculated point;

THENCE, North 88°51'33" West, for a distance of 624.63 feet, to a calculated point;

THENCE, South 33°46'44" West, for a distance of 344.38 feet, to a calculated point;

THENCE, North 88°51'33" West, for a distance of 168.46 feet, to a calculated point in the west line of said 200.9089 acre tract and being the east line of State Highway 78 (Variable R.O.W.) and being on a curve to the left, having a radius of 5,729.58 feet, a central angle of 05°15'02";

THENCE, along the east line of said State Highway 78 and the west line of said 200.9089 acre tract and with said curve to the left for an arc distance of 525.07 feet (Chord Bearing North 19°21'16" East – 524.89 feet), a 5/8 inch iron rod found with Txdot Alum. cap;

THENCE, North 19°58'32" East, continuing along said lines, for a distance of 419.76 feet, to a ½ inch iron rod found at the most westerly northwest corner of said 200.9089 acre tract;

THENCE, North 54°55'30" East, departing the east line of said State Highway 78 and along the north line of said 200.9089 acre tract, for a distance of 87.34 feet, to a 5/8 inch iron rod found with Txdot Alum. cap in the south line of said F.M. 6;

THENCE, North 89°32'36" East, continuing along said north line and with said south line, for a distance of 931.18 feet, a 5/8 inch iron rod found with Txdot Alum. cap;

THENCE, South 89°00'51" East, continuing along said lines, for a distance of 376.39 feet, to the POINT OF BEGINNING and containing 27.908 acres of land.

**NOTICE OF LOCAL OPTION ELECTION
(AVISO DE ELECCION DE OPCION LOCAL)**

THE STATE OF TEXAS
(EL ESTADO DE TEXAS)

(CONDADO DE) COLLIN COUNTY, TEXAS

TO THE QUALIFIED VOTERS OF THE CITY OF LAVON, TEXAS.
(A LOS VOTANTES CAPACITADOS LA CIUDAD LAVON, TEXAS).

TAKE NOTICE that an election will be held on the 2nd day of November, 2010,
(TOMEN NOTA que se llevarán a cabo elecciones el 2 día de Noviembre de 2010,) at the places, First Baptist Church, located at 209 Main Street, Nevada, Texas, and all Election Day Vote Centers established under HB719, Countywide Election Day Precincts if applicable, in the manner, and on the issue The legal sale of all beer and wine for off-premise consumption only, set forth in the attached copy of an ORDER.
(en la lugar, First Baptist Church, 209 Main Street, Nevada, Texas, en la forma, y sobre el asunto Para legalizar la venta legal de cerveza y vino para consume solamente fuera del establecimiento, como constatable en el apegado copia de un orden).


FOR LOCAL OPTION ELECTION to Legalize
(PARA ELECCION DE OPCION LOCAL para Legalizar)

Duly entered by the Commissioners' Court of Collin County, Texas,
(Debidamente asentada por la Corte de Comisionados del Condado de Collin, Texas,)

On the 2nd day of July, 2010.
(El 2 día de Julio, 2010).

Said attached ORDER FOR LOCAL OPTION ELECTION to Legalize
(Dicha ORDEN PARA ELECCION DE OPCION LOCAL anexa, para Legalizar)

is made a part of this notice for all intents and purposes.
(Se considera en todo caso ser parte de este aviso.)


Sharon Rowe, Elections Administrator
(Condado de) Collin County, Texas

2010 OCT 12 PM 4:24
CLERK OF COUNTY CLERK
COLLIN COUNTY TEXAS
BY: [Signature]

<p>Election Summary Report General Elections Summary For Jurisdiction Wide, All Counters, All Races Combined Accumulated Totals 72 of 72 Vote Centers Reporting</p>	<p>11/10/10 16:11:58</p>
--	------------------------------

Registered Voters 424548 - Cards Cast 157849 Num. Report Precinct 179 - Num. Reporting 179
 37.18% 100.00%

Proposition 1 - Dallas		
	Total	
Number of Precincts	14	
Precincts Reporting	14	100.0 %
Vote For	1	
Times Counted	9995/26113	38.3 %
Total Votes	9344	
Times Blank Voted	649	
Times Over Voted	2	
Number Of Under Votes	0	
For	7231	77.39%
Against	2113	22.61%

Proposition 2 - Dallas		
	Total	
Number of Precincts	14	
Precincts Reporting	14	100.0 %
Vote For	1	
Times Counted	9995/26113	38.3 %
Total Votes	9306	
Times Blank Voted	684	
Times Over Voted	5	
Number Of Under Votes	0	
For	7200	77.37%
Against	2106	22.63%

Proposition 3 - Dallas		
	Total	
Number of Precincts	14	
Precincts Reporting	14	100.0 %
Vote For	1	
Times Counted	9995/26113	38.3 %
Total Votes	8429	
Times Blank Voted	1565	
Times Over Voted	1	

Vote For	1	
Times Counted	1327/3150	42.1 %
Total Votes	1278	
Times Blank Voted	49	
Times Over Voted	0	
Number Of Under Votes	0	
For	923	72.22%
Against	355	27.78%

Local option - Lavon		
	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Vote For	1	
Times Counted	566/1158	48.9 %
Total Votes	549	
Times Blank Voted	17	
Times Over Voted	0	
Number Of Under Votes	0	
For	335	61.02%
Against	214	38.98%

Straight Party		
	Total	
Number of Precincts	179	
Precincts Reporting	179	100.0 %
Vote For	1	
Times Counted	157785/424548	37.2 %
Total Votes	97417	
Times Blank Voted	60363	
Times Over Voted	5	
Number Of Under Votes	0	
Republican	REP	71016 72.90%
Democrat	DEM	25577 26.26%
Libertarian	LIB	700 0.72%
Green	GRN	124 0.13%

US Rep 3		
	Total	
Number of Precincts	130	
Precincts Reporting	130	100.0 %
Vote For	1	
Times Counted	113022/306396	36.9 %
Total Votes	110689	
Times Blank Voted	2331	
Times Over Voted	2	
Number Of Under Votes	0	



Lenart Development Company, L.L.C.

520 Central Parkway East, Suite 104 Plano, TX 75074 ▼ ofc 972-422-9880

June 11, 2020

Ms. Kim Dobbs
City Administrator
120 School Road
Lavon, TX. 75166

Re: LakePointe Commercial Property

Ms. Dobbs,

Per our meeting yesterday, please extend the City's Ordinance for the Local Option on the northern 27 acres of our property. Please let me know if you have any questions.

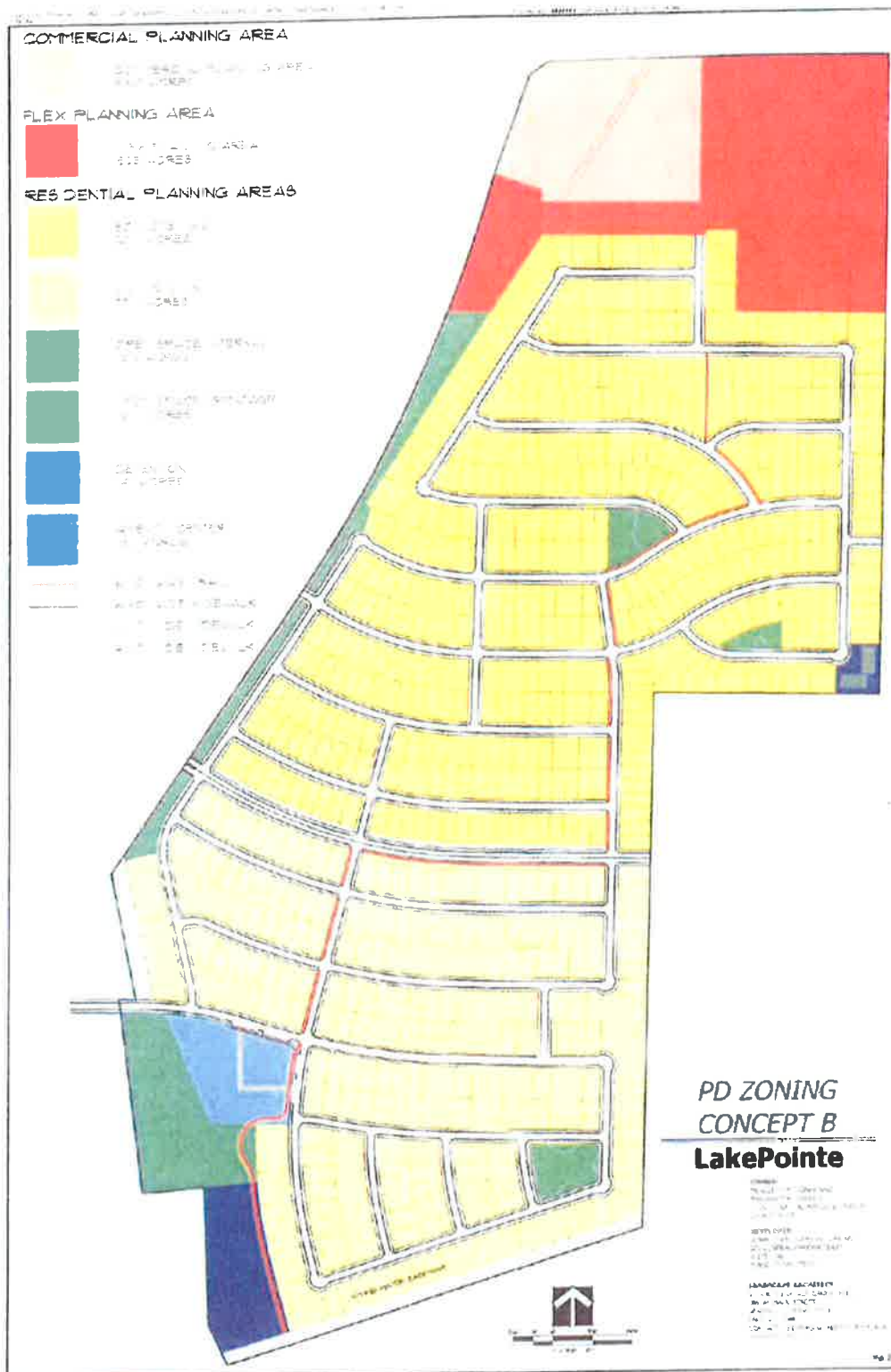
Sincerely,

Steve Lenart
Manager

ORDINANCE NO. 2019-07-04

EXHIBIT B

CONCEPT PLAN





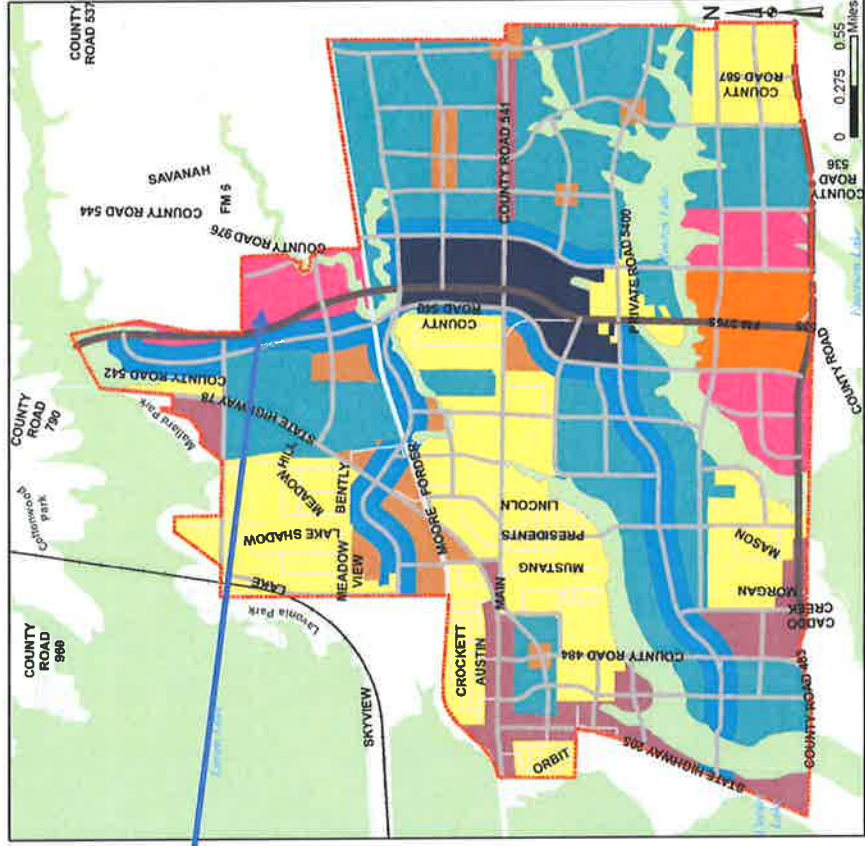
Lakon Future Land Use Plan

Source: *Ideation Planning, Lee Engineering, 2019*

- Legend**
- Floodplain
 - Regional Mixed-Use 2
 - Existing Neighborhood
 - Creative Lakes District
 - City Village
 - Potential Future Lavon
 - Lake Connector Corridor
 - Commercial
 - Regional Mixed-Use 1
 - Master Planned Community
 - MTP Roadway
 - KCS Railway
 - Freeway (Collin County)

Future Land Use Plan

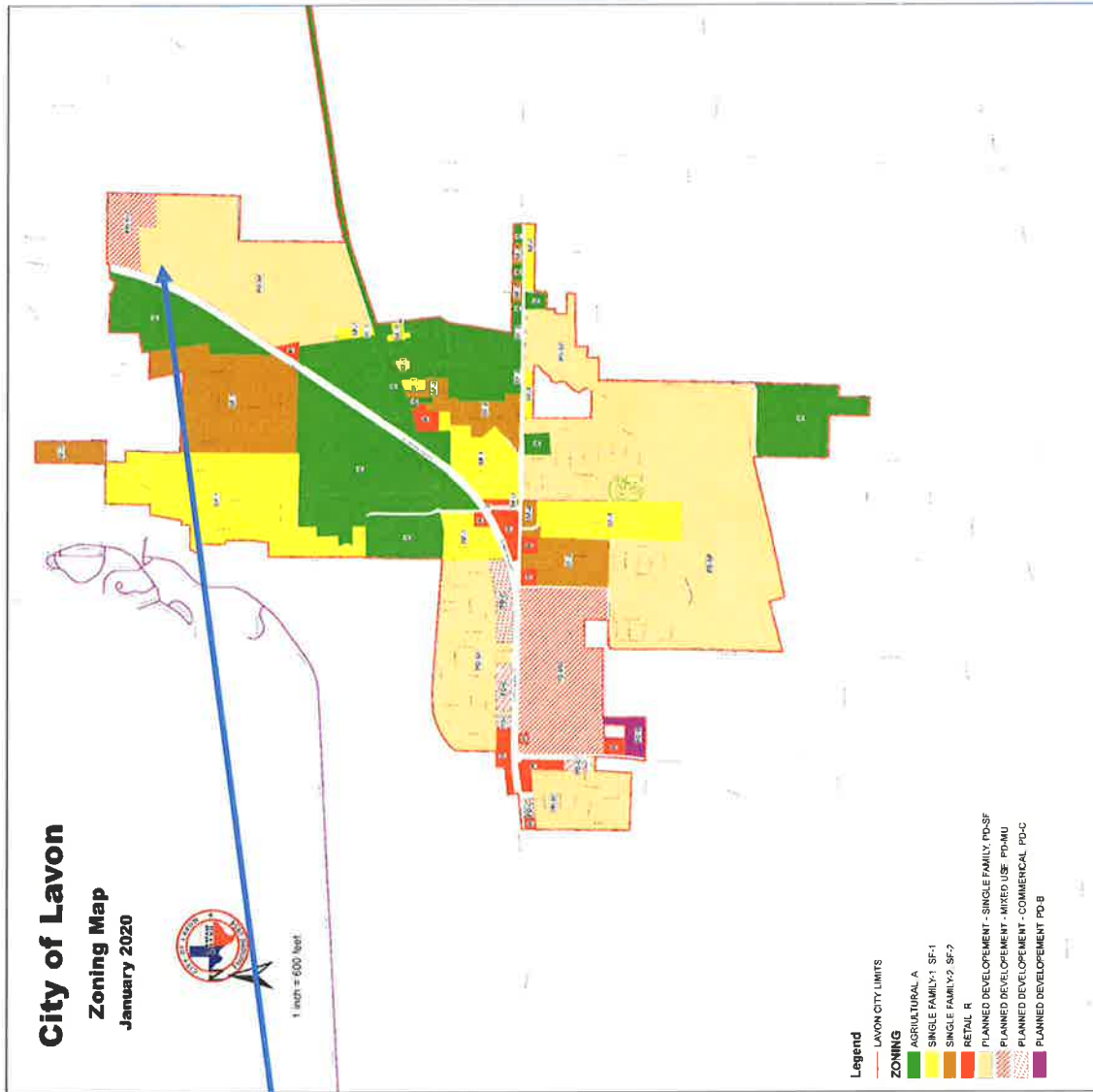
LakePointe



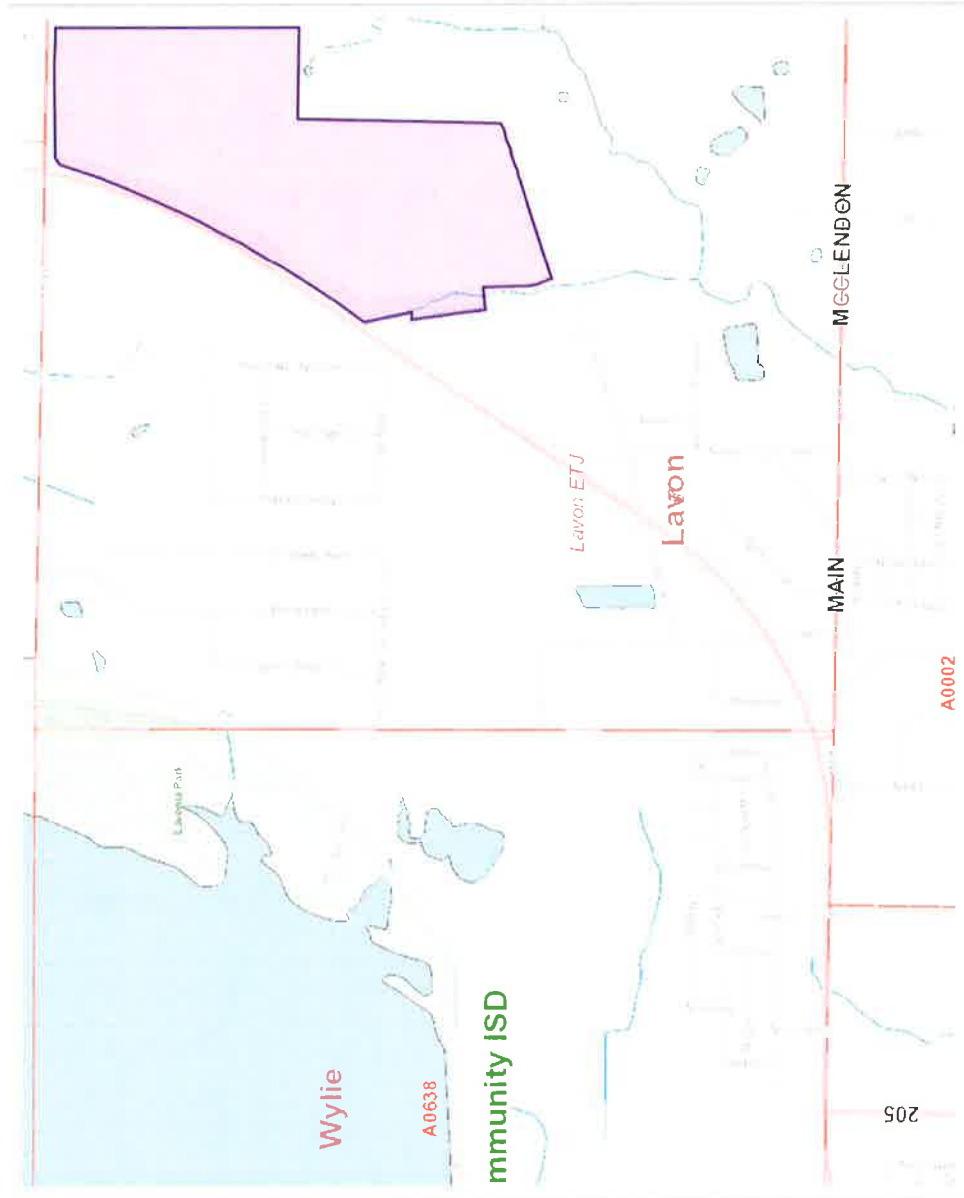
A comprehensive plan shall not constitute a zoning regulation or establish zoning district boundaries.

Zoning Map

LakePointe



Location Exhibit LakePointe



LakePointe – Location Exhibit





CITY OF LAVON Agenda Brief

MEETING: July 7, 2020

ITEM: 7 - F

Item:

Discussion and action regarding Ordinance No. 2020-07-03 authorizing the sale of beer and wine for off-premise consumption pursuant to the authority of Texas Alcoholic Beverage Code, Section 251.725 to 2 acres of commercially-zoned property in the Lake Breeze Addition; providing for a severability clause; providing for an effective date.

Background:

On November 2, 2010, the residents of Lavon voted in favor of the local option for the legal sale of beer and wine for off-premise consumption only. This measure allows for retail stores, such as grocery stores, convenience stores and pharmacies, to sell beer and wine that customers take unopened from the store. Historically, the local option extended only to property that was in the corporate limits of the City on the date of the election.

As a side note, the records do not indicate that any other petition has ever been submitted for any of the other local options, including those that would provide for liquor by the drink in restaurants or the sale of alcoholic beverages in a liquor store.

A map of the city limits at the time of the local option election is included in the meeting packet.

In 2015 and 2019, the Texas legislature amended the Alcoholic Beverage Code to allow a City to extend by ordinance the local option to property that was annexed after the date of the election. At this time, there is a statutory expiration of the City's authorization to take such action on September 1, 2021.

Code Excerpt:

TEXAS ALCOHOLIC BEVERAGE CODE

**Section 251.725 CHANGE OF STATUS FOR CERTAIN TERRITORY ANNEXED
BY MUNICIPALITY**

Text of subsection effective until September 01, 2021

(a) This section applies only to a municipality whose local option status allows for the legal sale of beer and wine for off-premise consumption only as a result of a local option election on the applicable ballot issue held on or after January 1, 1985.

Text of subsection effective until September 01, 2021

(b) The governing body of a municipality described by Subsection (a) may adopt an ordinance authorizing the sale of beer and wine for off-premise consumption in an

area annexed by the municipality after that election if at the time the ordinance is adopted:

- (1) the annexed area is not more than one percent of the total area covered by the municipality;
- (2) all of the land in the annexed area is zoned for commercial use only; and
- (3) the annexed area is not adjacent to residential, church, or school property.

On June 25, 2020, property owner William Sorrels, KBC Development, L.L.C. requested that the local option be extended to 2 acres of property zoned for commercial use in the Lake Breeze Addition. The property was voluntarily annexed by the City of Lavon on September 3, 2019. The property was zoned as a Planned Development for commercial uses on April 7, 2020. The property satisfies the requirements of Section 251.725 of the Alcoholic Beverage Code.

Financial Implications:

There are not specific financial implications. Extending the local option adds value to the property because retailers such as grocery stores, convenience stores and national-retail pharmacies will not consider locating at sites that do not have the local option.

Staff Notes:

The City Attorney has reviewed the ordinance and approval is recommended.

- Attachments:**
- 1) Proposed Ordinance
 - 2) 2010 Election information and map (see prior item)
 - 3) Request for extension
 - 4) Location exhibits

CITY OF LAVON, TEXAS
ORDINANCE NO. 2020-07-03

Extension of Local Option – Sale of Beer and Wine for Off-Premise Consumption
Lake Breeze

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, AUTHORIZING THE SALE OF BEER AND WINE FOR OFF-PREMISE CONSUMPTION PURSUANT TO THE AUTHORITY OF TEXAS ALCOHOLIC BEVERAGE CODE, SECTION 251.725 TO COMMERCIALY-ZONED PROPERTY IN THE LAKE BREEZE ADDITION; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the residents of the City of Lavon, Texas voted in favor of the legal sale of beer and wine for off-premise consumption on November 2, 2010; and

WHEREAS, the City of Lavon annexed the property shown on Exhibit “A” on September 3, 2019; and

WHEREAS, the property shown on Exhibit “A” is less than one percent (1%) of the total area covered by the city of Lavon, and

WHEREAS, all of the land proposed for the extension of the local option in the annexed area is zoned for commercial use only; and

WHEREAS, the land proposed for the extension of the local option in the annexed area is not adjacent to residential, church or school property; and

WHEREAS, all conditions described in the Texas Alcoholic Beverage Code, Section 251.725 have been met.

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

SECTION 1. Findings.

The above findings are hereby found to be true and correct and are incorporated herein in their entirety.

SECTION 2. Authorization.

The property shown on Exhibit “A” attached hereto and incorporated herein is hereby legally authorized for the sale of beer and wine for off-premise consumption. No townhome or multi-family developments shall be developed directly adjacent to property that is developed for the sale of beer and wine for off-premise consumption.

SECTION 3. Severability Clause.

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

SECTION 4. Cumulative/Repealer Clause.

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

SECTION 6. Savings Clause.

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

SECTION 7. Effective Date.

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

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas, this 7th day of July 2020.

Vicki Sanson
Mayor

ATTEST:

Kim Dobbs
City Administrator/City Secretary

CITY OF LAVON, TEXAS
ORDINANCE NO. 2020-07-03

EXHIBIT A

Lake Breeze Addition – 2 acres

EXHIBIT

COUNTY ROAD 486

2.000 ACRES
87,120 SQUARE FEET

STATE HIGHWAY 78
(1982-11-15-1983-12-15-1987)

MATCH LINE A

MATCH LINE A

STATE HIGHWAY 78
(1982-11-15-1983-12-15-1987)



NOTES

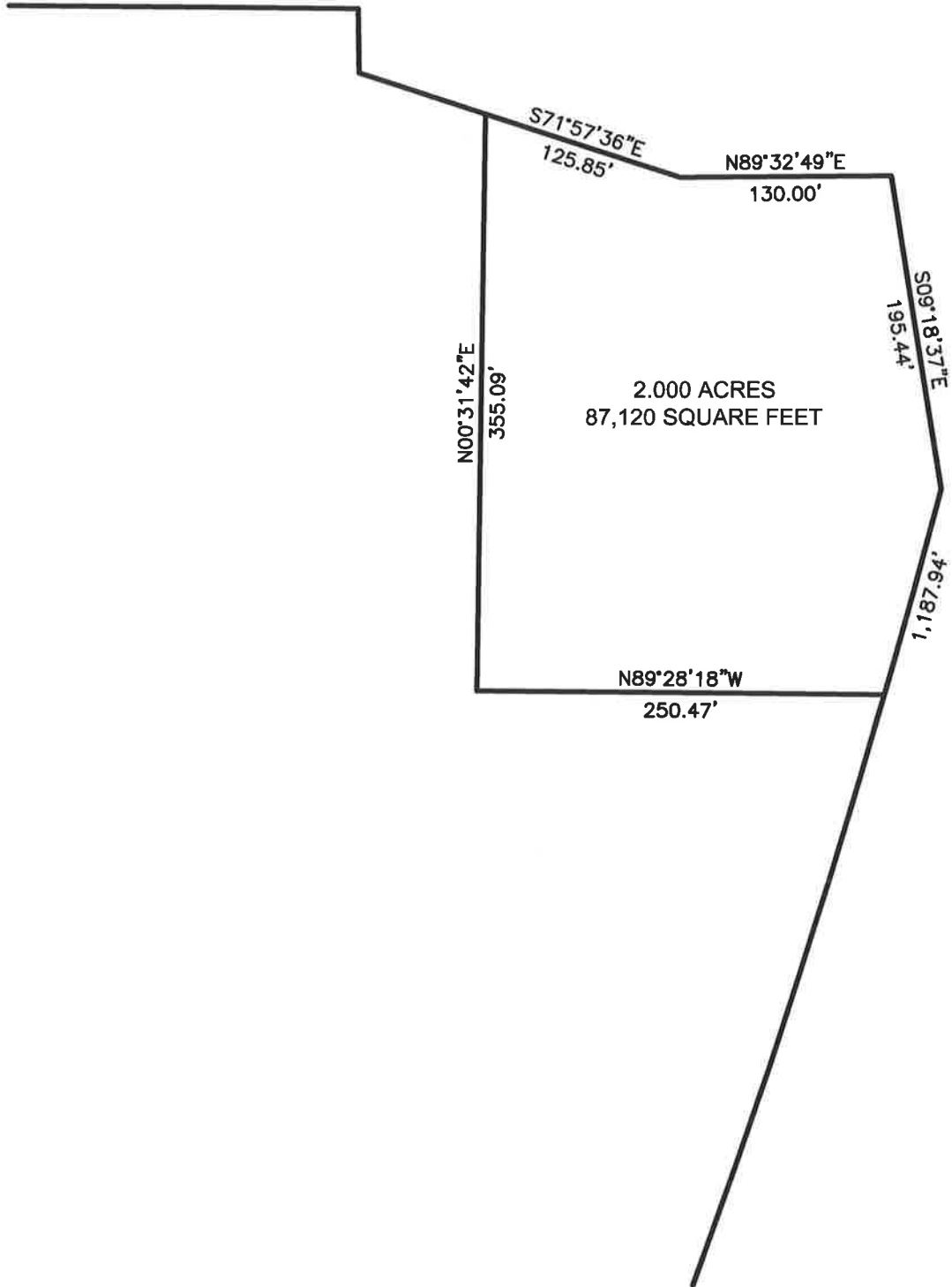
1. BASIS OF BEARINGS IS THE 1983 STATE PLANE COORDINATE SYSTEM, NAD83, NORTH CENTRAL ZONE (4202) AS DERIVED FROM GPS OBSERVATIONS
2. THE PURPOSE OF THIS EXHIBIT IS TO SHOW THE PROPOSED 2-ACRE TRACT IN RELATION TO THE PARENT TRACT. THIS IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

AXIS SURVEYING
 P.O. BOX 575 | WAKARUSCHIE, TEXAS 75165
 214.803.8200 | TSPPT-S FIRM NO. 10164367
 INFO@AXIS-SURVEY.COM

PROJECT NO: 190061-2 ACRE TRACT

Copyright © 2018 - Axis Surveying, LLC - All Rights Reserved

DATE: 200825



KINGSBRIDGE CONSTRUCTION

519 East Interstate 30 #723
Rockwall TX 75087
Todd Magee 469.267.9903 Will Sorrels 214.778.7272

6/25/2020

City of Lavon, Kim Dobbs,

This letter serves as a formal request to get approval for beer and wine sales for the 2-acre tract on the southwest corner of Hwy 78 and Hwy 6 (Lake Rd). I have included exhibits to show size and location of this 2-acre tract located in Lake Breeze Estates. The 2-acre tract is approximately 250.47' going west off Hwy 78 and approximately 355.09' going south off Hwy 6 (Lake Rd). Please let me know if there is anything else needed to facilitate this request. Thanks in advance for all your help regarding this matter.

Sincerely,
William Sorrels
Managing Member
KBC Development, LLC



RECEIVED
JUN 25 2020
CITY OF LAVON

ORDINANCE NO. 2020-04-04
EXHIBIT B
CONCEPT PLAN

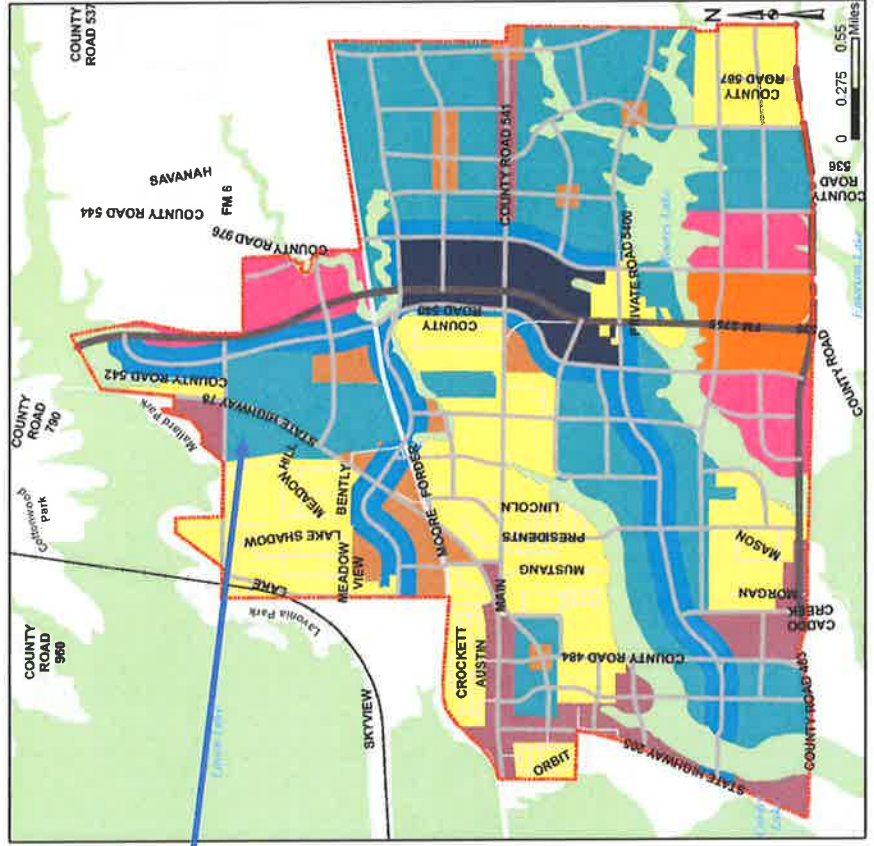




Lavon Future Land Use Plan

Source: *Ideation Planning, Lee Engineering, 2019*

- Legend**
- Floodplain
 - Creative Lakes District
 - Lake Connector Corridor
 - Regional Mixed-Use 1
 - Regional Mixed-Use 2
 - City Village
 - Commercial
 - Master Planned Community
 - Existing Neighborhood
 - Potential Future Lavon
 - KCS Railway
 - MTP Roadway
 - NETEX Transportation Corridor
 - Freeway (Collin County)



A comprehensive plan shall not constitute a zoning regulation or establish zoning district boundaries.

Future Land Use Plan

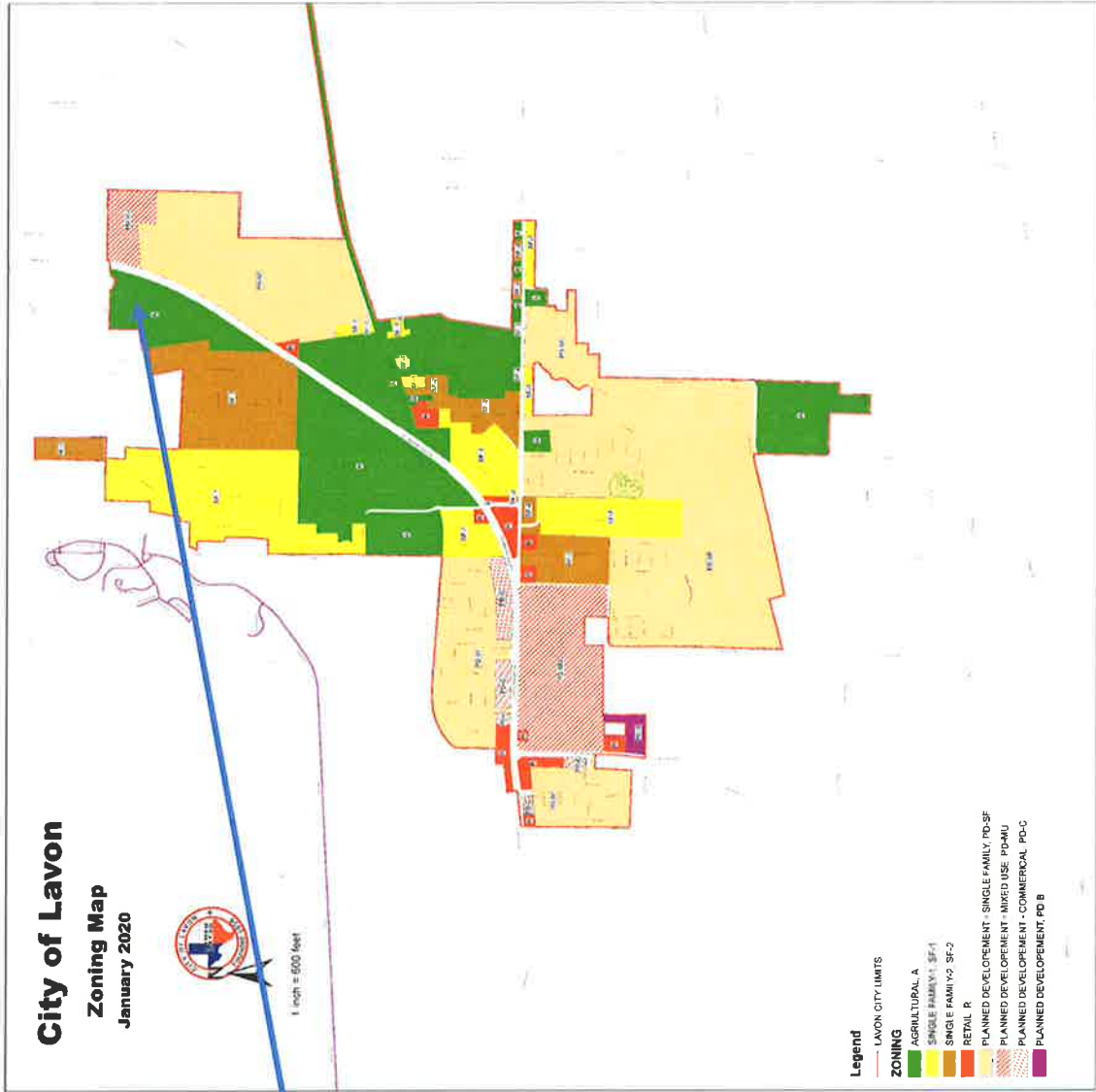
Lake Breeze Estates



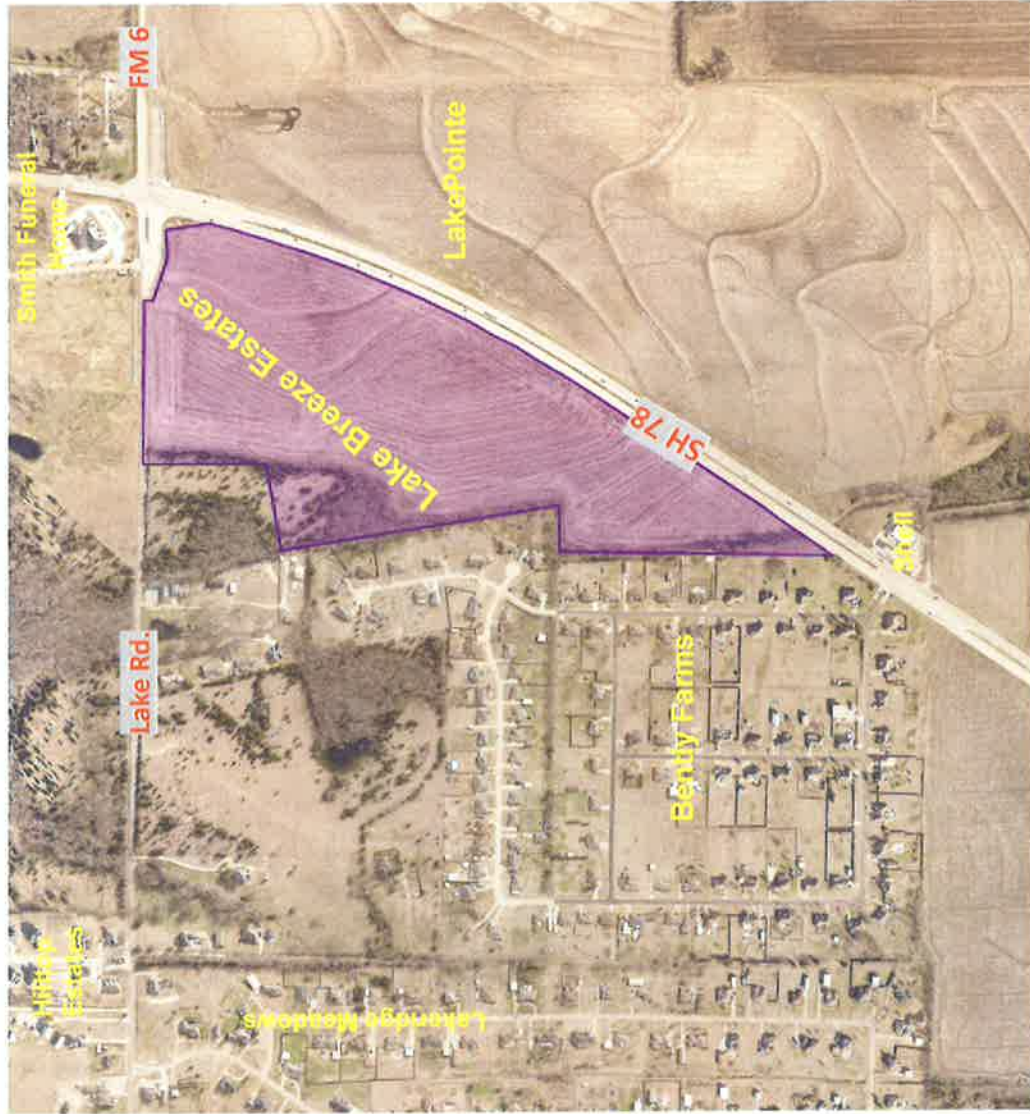
Zoning Map

Lake Breeze Estates

(note – map not yet updated to show approved PD)



Lake Breeze Estates – Location Exhibit





CITY OF LAVON

Agenda Brief

MEETING: July 7, 2020

ITEM: 7 - G

Item:

Discussion and action regarding the nominations of the Board of Trustees of the Texas Municipal League (TML) Intergovernmental Risk Pool.

Background:

The City of Lavon is a member of the Texas Municipal League Intergovernmental Risk Pool for the provision of group health insurance benefits to city employees. The pool is governed by a Board of Trustees elected by the members.

The City Council may submit for nomination the name of a qualified individual. If the Council does not desire to submit a nomination, no action is required.

Attachments: TML-IRP Information Sheet



**NOMINATIONS TO THE BOARD OF TRUSTEES OF THE
TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL**

June 26, 2020

TO: All TML Intergovernmental Risk Pool Members
FROM: David Reagan – TMLIRP Board Secretary

The TML Intergovernmental Risk Pool Board of Trustees is comprised of fifteen voting members, twelve of whom are elected by the Pool's membership to serve staggered, six-year terms. Every even-numbered year, the term of office for one-third of the elected trustees expires and an election is held to fill those designated places.

Section 6 of the Pool's Bylaws sets forth the following election procedure:

“ . . . Ninety (90) days prior to the date of the expiration of the term of office of any Board of Trustee member, all Employer Members shall be informed in writing of their opportunity to submit the name of a qualified person for election to that designated place. If an Employer Member wishes to submit the name of a qualified person for election, the name shall be submitted and received by the Board Secretary no less than (50) days prior to the expiration of the term of the office being sought. . . .”

Section 4 of the Pool's Bylaws sets forth the following qualifications for Board members:

“Each member of the Board must be either an employee or official of the governing body of an Employer Member of the Fund at the time the Board member is elected or appointed. . . .” (In this context, “the Fund” is synonymous with the Pool.)

Terms for Trustees in Places 1-4 will expire October 1, 2020. Place 5 is an appointed public member and is not elected. Places 1, 2, 3 and 4 are currently being held by the following individuals:

- Place 1 Robert T. Herrera, City Manager, Cibolo
- Place 2 John W. (Buzz) Fullen, Chair, Mayor, Henderson
- Place 3 Jeffrey Snyder, City Manager, Plainview
- Place 4 Robert S. Hauck, City Manager, Tomball

The composition of the present Board is listed on the back of this notice.

In accordance with Section 6 of the Pool Bylaws, any Employer Member may submit the name of a qualified person to be considered for the position of Trustee. A nomination should be mailed **RECEIVED**

Trustee Nomination
Board Secretary
P. O. Box 149194
Austin, Texas 78714-9194

JUN 29 2020
CITY OF LAVON

ALL NOMINATIONS MUST REACH THE BOARD SECRETARY BY WEDNESDAY, AUGUST 12, 2020. EACH BOARD MEMBER IS ELECTED TO A DESIGNATED PLACE ON THE BOARD, AND ALL NOMINATIONS MUST SHOW ONE OF THE PLACES, 1 THROUGH 4, FOR WHICH THE NOMINATION IS MADE. A NOMINATION MAY BE FOR ANY ONE OF THE FOUR POSITIONS. THERE ARE NO RESIDENCY OR OTHER REQUIREMENTS APPLICABLE TO ANY PLACE. PLEASE INCLUDE A SHORT BIOGRAPHICAL SKETCH OF THE NOMINEE. THE BOARD SECRETARY WILL DISTRIBUTE A BALLOT TO EACH MEMBER BY AUGUST 17, 2020.

Current Texas Municipal League Intergovernmental Risk Pool Board of Trustee Members and the date their terms expire include:

Place 2 (Oct. 1, 2020)
John W. Fullen, Chair
Mayor, City of Henderson

Place 9 (Oct. 1, 2022)
Andres Garza, Jr.
City Manager, City of Wharton

Place 11 (Oct. 1, 2022)
Randy Criswell, Vice Chair
City Manager, City of Canyon

Place 10 (Oct. 1, 2022)
Carol Loughlin
Appointed Public Member

Place 1 (Oct. 1, 2020)
Robert T. Herrera
City Manager, City of Cibolo

Place 12 (Oct. 1, 2024)
Bert Lumbreras
City Manager, City of San Marcos

Place 3 (Oct. 1, 2020)
Jeffrey Snyder
City Manager, City of Plainview

Place 13 (Oct. 1, 2024)
Byron Black
Chair, Central Appraisal District of Johnson
County
Former Mayor, City of Burleson

Place 4 (Oct. 1, 2020)
Robert S. Hauck
City Manager, City of Tomball

Place 14 (Oct. 1, 2024)
David J. Harris
City Administrator, City of Balcones Heights

Place 5 (Oct. 1, 2020)
Leo Montalvo
Appointed Public Member

Place 15 (Oct. 1, 2024)
Rickey Childers
Appointed Public Member

Place 6 (Oct. 1, 2022)
Mary Gauer
Executive Board, Central Texas Council of
Governments
Former Mayor, City of Harker Heights

TML Representative
Henry Wilson
Mayor, City of Hurst

Place 7 (Oct. 1, 2022)
Mary Dennis
Mayor, City of Live Oak

TML Representative
Bennett Sandlin
Executive Director, Texas Municipal League

Place 8 (Oct. 1, 2022)
Larry Melton
Board, Odessa Housing Authority
Former Mayor, City of Odessa

**TML MultiState Intergovernmental
Employee Benefits Pool Representative**
Mike Smith
City Manager, City of Jacksboro



CITY OF LAVON

Agenda Brief

MEETING: July 7, 2020

ITEM: 7 - H

Item:

Discussion and action regarding orders and regulations, programming, city facilities and operations related to COVID-19.

Background:

This standing item is continued on the agenda to allow for the City Council to discuss and act without delay on updates relating to COVID-19 orders and regulations.

REGULATORY UPDATE

Today, Governor Abbott issued an Executive Order requiring all Texans to wear a face covering over the nose and mouth in public spaces in counties with 20 or more positive COVID-19 cases, with few exceptions. More information may be found [here](#). Following is the Governor's press release from 4:30 today.

Governor Abbott Establishes Statewide Face Covering Requirement, Issues Proclamation To Limit Gatherings

July 2, 2020 | Austin, Texas | [Press Release](#)

Governor Greg Abbott today issued an Executive Order requiring all Texans to wear a face covering over the nose and mouth in public spaces in counties with 20 or more positive COVID-19 cases, with few exceptions. The Governor also issued a proclamation giving mayors and county judges the ability to impose restrictions on some outdoor gatherings of over 10 people, and making it mandatory that, with certain exceptions, people cannot be in groups larger than ten and must maintain six feet of social distancing from others.

"Wearing a face covering in public is proven to be one of the most effective ways we have to slow the spread of COVID-19," said Governor Abbott. "We have the ability to keep businesses open and move our economy forward so that Texans can continue to earn a paycheck, but it requires each of us to do our part to protect one another—and that means wearing a face covering in public spaces. Likewise, large gatherings are a clear contributor to the rise in COVID-19 cases. Restricting the size of groups gatherings will strengthen Texas' ability to corral this virus and keep Texans safe. We all have a responsibility to slow the spread of COVID-19 and keep our communities safe. If Texans commit to wearing face coverings in public spaces and follow the best health and safety practices, we can both slow the spread of COVID-19 and keep Texas open for business. I

urge all Texans to wear a face covering in public, not just for their own health, but for the health of their families, friends, and for all our fellow Texans.”

Additionally, the Governor released a new video message to coincide with his Executive Order, encouraging Texans to do their part to mitigate the spread of COVID-19 and keep their communities safe. The video can be [downloaded at this link](#) and [can also be viewed on YouTube](#).

[View the Governor's Executive Order.](#)

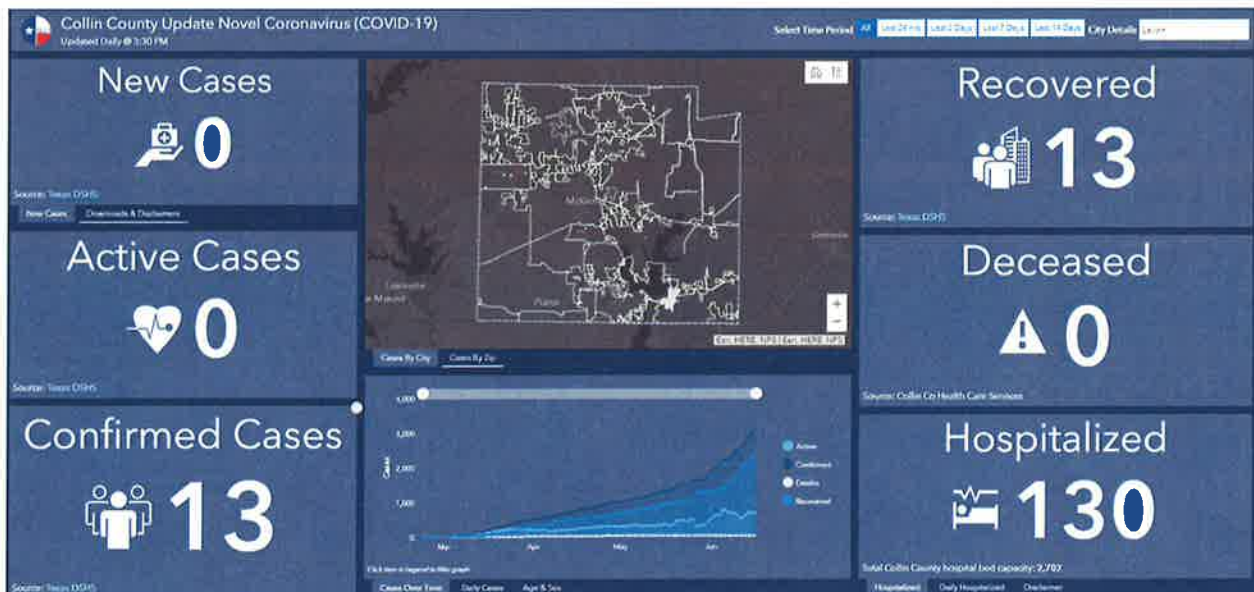
[View the Governor's Proclamation.](#)

Since the last City Council meeting on June 16, 2020, Governor Abbott has issued GA-27, GA-28 and GA-29 and issued amending proclamations.

The City Attorney continues to monitor the Orders and commentaries to ensure that the City regulations in the form of Ordinance No. **2020-04-01** and Ordinance No. **2020-04-05** are sufficient and appropriate. The severability clauses in the city’s ordinances contemplate provisions that may be precluded by updated Orders.

CASE REPORT UPDATE

Presently there have been thirteen confirmed cases and all have been marked as recovered.



OPERATIONS UPDATE

City Hall and the Police Department continue regular operations while the buildings remain closed for public entry. Minor building modifications and purchases have been made in anticipation of re-opening.

The staff is preparing re-opening procedures and continuing to compile COVID-19 related expenditures to present to the City Council for the CARES Act funding appropriated to the City by Collin County.

As previously directed by the City Council, the Utilities Department is not disconnecting customers for non-payment during this time. An opinion from the Texas Rural Water Association is attached regarding the Public Utility Commission position on utility service disconnects.

PROGRAMS UPDATE

The feedback to the LEDC Connect Lavon/Shop Lavon \$20 coupon cards has been very positive.



The City of Lavon Website COVID-19 page is up and provides and a quick link to the page in-progress can be found on the top bar of the city website and here <https://cityoflavon.com/covid-19/>.

The community blood drive with Carter Bloodcare organized by a resident and held in the gym at City Hall on Saturday, June 27th was a success. Another blood drive is being organized for August 22, 2020. Information can be obtained by contacting lissa@gosimplytexas.com or calling 214-949-1910.

Attachments:

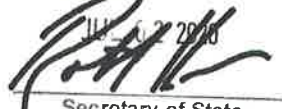
1. Governor Abbott's Orders – GA-27, GA-28, GA-29
2. United States Department of Labor – Leave Notice
3. Draft – Processes for Affected Employees, Business Contacts



GOVERNOR GREG ABBOTT

July 2, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2:30 PM O'CLOCK


Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

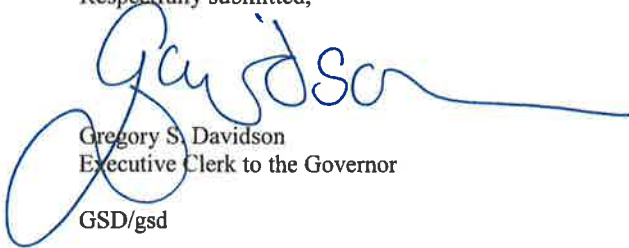
Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-29 relating to the use of face coverings during the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor
GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
July 2, 2020

EXECUTIVE ORDER
GA 29

Relating to the use of face coverings during the COVID-19 disaster.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, the Commissioner of the Texas Department of State Health Services (DSHS), Dr. John Hellerstedt, has determined that COVID-19 continues to represent a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at using the least restrictive means available to protect the health and safety of Texans and ensure an effective response to this disaster; and

WHEREAS, as Texas reopens in the midst of COVID-19, increased spread is to be expected, and the key to controlling the spread and keeping Texans safe is for all people to consistently follow good hygiene and social-distancing practices; and

WHEREAS, due to recent substantial increases in COVID-19 positive cases, and increases in the COVID-19 positivity rate and hospitalizations resulting from COVID-19, further measures are needed to achieve the least restrictive means for reducing the growing spread of COVID-19, and to avoid a need for more extreme measures; and

WHEREAS, I have joined the medical experts in consistently encouraging people to use face coverings, and health authorities have repeatedly emphasized that wearing face coverings is one of the most important and effective tools for reducing the spread of COVID-19; and

WHEREAS, given the current status of COVID-19 in Texas, requiring the use of face coverings is a targeted response that can combat the threat to public health using the least restrictive means, and if people follow this requirement, more extreme measures may be avoided; and

WHEREAS, wearing a face covering is important not only to protect oneself, but also to avoid unknowingly harming fellow Texans, especially given that many people who go into public may have COVID-19 without knowing it because they have no symptoms; and

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SECRETARY OF STATE
2:20pm O'CLOCK

JUL 02 2020

WHEREAS, the “governor is responsible for meeting ... the dangers to the state and people presented by disasters” under Section 418.011 of the Texas Government Code, and the legislature has given the governor broad authority to fulfill that responsibility; and

WHEREAS, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable under Section 418.173 by fine;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective at 12:01 p.m. on July 3, 2020:

Every person in Texas shall wear a face covering over the nose and mouth when inside a commercial entity or other building or space open to the public, or when in an outdoor public space, wherever it is not feasible to maintain six feet of social distancing from another person not in the same household; provided, however, that this face-covering requirement does not apply to the following:

1. any person younger than 10 years of age;
2. any person with a medical condition or disability that prevents wearing a face covering;
3. any person while the person is consuming food or drink, or is seated at a restaurant to eat or drink;
4. any person while the person is (a) exercising outdoors or engaging in physical activity outdoors, and (b) maintaining a safe distance from other people not in the same household;
5. any person while the person is driving alone or with passengers who are part of the same household as the driver;
6. any person obtaining a service that requires temporary removal of the face covering for security surveillance, screening, or a need for specific access to the face, such as while visiting a bank or while obtaining a personal-care service involving the face, but only to the extent necessary for the temporary removal;
7. any person while the person is in a swimming pool, lake, or similar body of water;
8. any person who is voting, assisting a voter, serving as a poll watcher, or actively administering an election, but wearing a face covering is strongly encouraged;
9. any person who is actively providing or obtaining access to religious worship, but wearing a face covering is strongly encouraged;
10. any person while the person is giving a speech for a broadcast or to an audience; or
11. any person in a county (a) that meets the requisite criteria promulgated by

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SECRETARY OF STATE
2:30pm O'CLOCK

JUL 02 2020

the Texas Division of Emergency Management (TDEM) regarding minimal cases of COVID-19, and (b) whose county judge has affirmatively opted-out of this face-covering requirement by filing with TDEM the required face-covering attestation form—provided, however, that wearing a face covering is highly recommended, and every county is strongly encouraged to follow these face-covering standards.

Not excepted from this face-covering requirement is any person attending a protest or demonstration involving more than 10 people and who is not practicing safe social distancing of six feet from other people not in the same household.

TDEM shall maintain on its website a list of counties that are not subject to this face-covering requirement pursuant to paragraph number 11. The list can be found at: www.tdem.texas.gov/ga29.

Following a verbal or written warning for a first-time violator of this face-covering requirement, a person's second violation shall be punishable by a fine not to exceed \$250. Each subsequent violation shall be punishable by a fine not to exceed \$250 per violation.

Local law enforcement and other local officials, as appropriate, can and should enforce this executive order, Executive Order GA-28, and other effective executive orders, as well as local restrictions that are consistent with this executive order and other effective executive orders. But no law enforcement or other official may detain, arrest, or confine in jail any person for a violation of this executive order or for related non-violent, non-felony offenses that are predicated on a violation of this executive order; provided, however, that any official with authority to enforce this executive order may act to enforce trespassing laws and remove violators at the request of a business establishment or other property owner.

This executive order hereby prohibits confinement in jail as a penalty for the violation of any face-covering order by any jurisdiction.

Executive Order GA-28 is hereby amended to delete from paragraph number 15 the phrase: “, but no jurisdiction can impose a civil or criminal penalty for failure to wear a face covering.”

The governor may by proclamation amend this executive order or add to the list of people to whom this face-covering requirement does not apply.

This executive order does not supersede Executive Orders GA-10, GA-13, GA-17, GA-19, GA-24, GA-25, GA-27, or GA-28 as amended. This executive order shall remain in effect and in full force until modified, amended, rescinded, or superseded by the governor.

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2:30 PM O'CLOCK

JUL 02 2020



Given under my hand this the 2nd
day of July, 2020.

Handwritten signature of Greg Abbott in black ink.

GREG ABBOTT
Governor

ATTESTED BY:

Handwritten signature of Ruth R. Hughs in black ink.

RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2:30pm O'CLOCK

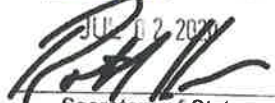
JUL 02 2020



GOVERNOR GREG ABBOTT

July 2, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2:30pm O'CLOCK

JUL 2 2020

Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701


Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

A proclamation amending Executive Order GA-28 relating to mass gatherings in Texas during the disaster posed by the novel coronavirus (COVID-19).

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor
GSD/gsd

Attachment

PROCLAMATION
BY THE
Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, I issued Executive Order GA-28 on June 26, 2020, relating to the targeted response to the COVID-19 disaster as part of the reopening of Texas; and

WHEREAS, additional measures are needed to slow the spread of COVID-19 in Texas;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby amend paragraph numbers 5 and 12 of Executive Order GA-28, effective at 12:01 p.m. on July 3, 2020, to read as follows:

5. For any outdoor gathering in excess of 10 people, other than those set forth above in paragraph numbers 1, 2, or 4, the gathering is prohibited unless the mayor of the city in which the gathering is held, or the county judge in the case of a gathering in an unincorporated area, approves of the gathering, and such approval can be made subject to certain conditions or restrictions not inconsistent with this executive order;
12. Except as provided in this executive order or in the minimum standard health protocols recommended by DSHS, found at www.dshs.texas.gov/coronavirus, people shall not be in groups larger than 10 and shall maintain six feet of social distancing from those not in their group;

This proclamation shall remain in effect and in full force for as long as Executive Order GA-28 is in effect and in full force, unless otherwise modified, amended, rescinded, or superseded by the governor.



IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 2nd day of July, 2020.

A handwritten signature in black ink that reads "Greg Abbott".

GREG ABBOTT
Governor

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2:30pm O'CLOCK

JUL 02 2020

ATTESTED BY:



RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2:30 PM O'CLOCK
JUL 02 2020



GOVERNOR GREG ABBOTT

June 26, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
8:45 AM 'CLOCK

JUN 26 2020
[Signature]
Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-28 relating to the targeted response to the COVID-19 disaster as part of the reopening of Texas.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

[Signature]
Gregory S. Davidson
Executive Clerk to the Governor
GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
June 26, 2020

EXECUTIVE ORDER
GA 28

*Relating to the targeted response to the COVID-19 disaster
as part of the reopening of Texas.*

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, the Commissioner of the Texas Department of State Health Services (DSHS), Dr. John Hellerstedt, has determined that COVID-19 continues to represent a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating certain social-distancing restrictions for Texans in accordance with guidelines promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC); and

WHEREAS, I issued Executive Order GA-14 on March 31, 2020, expanding the social-distancing restrictions for Texans based on guidance from health experts and the President; and

WHEREAS, I subsequently issued Executive Orders GA-16, GA-18, GA-21, GA-23, and GA-26 from April through early June 2020, aiming to achieve the least restrictive means of combatting the threat to public health by continuing certain social-distancing restrictions, while implementing a safe, strategic plan to Open Texas; and

WHEREAS, as Texas reopens in the midst of COVID-19, increased spread is to be expected, and the key to controlling the spread and keeping Texas residents safe is for all Texans to consistently follow good hygiene and social-distancing practices, especially those set forth in the minimum standard health protocols from DSHS; and

WHEREAS, due to recent substantial increases in COVID-19 positive cases, and increases in the COVID-19 positivity rate and hospitalizations resulting from COVID-19, targeted and temporary adjustments to the reopening plan are needed to achieve the

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JUN 26 2020

least restrictive means for reducing the growing spread of COVID-19 and the resulting imminent threat to public health, and to avoid a need for more extreme measures; and

WHEREAS, everyone must act safely, and to that end, this executive order and prior executive orders provide that all persons should follow the health protocols from DSHS, which whenever achieved will mean compliance with the minimum standards for safely reopening, but which should not be used to fault those who act in good faith but can only substantially comply with the standards in light of scarce resources and other extenuating COVID-19 circumstances; and

WHEREAS, the “governor is responsible for meeting ... the dangers to the state and people presented by disasters” under Section 418.011 of the Texas Government Code, and the legislature has given the governor broad authority to fulfill that responsibility; and

WHEREAS, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable under Section 418.173 by a fine not to exceed \$1,000, and may be subject to regulatory enforcement;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, and in accordance with guidance from DSHS Commissioner Dr. Hellerstedt and other medical advisors, the Governor’s Strike Force to Open Texas, the White House, and the CDC, do hereby order the following on a statewide basis effective at noon on June 26, 2020:

Every business establishment in Texas shall operate at no more than 50 percent of the total listed occupancy of the establishment; *provided, however, that:*

1. There is no occupancy limit for the following:
 - a. any services listed by the U.S. Department of Homeland Security’s Cybersecurity and Infrastructure Security Agency (CISA) in its Guidance on the Essential Critical Infrastructure Workforce, Version 3.1 or any subsequent version;
 - b. religious services, including those conducted in churches, congregations, and houses of worship;
 - c. local government operations, including county and municipal governmental operations relating to licensing (including marriage licenses), permitting, recordation, and document-filing services, as determined by the local government;
 - d. child-care services;
 - e. youth camps, including but not limited to those defined as such under Chapter 141 of the Texas Health and Safety Code, and including all summer camps and other daytime and overnight camps for youths; and
 - f. recreational sports programs for youths and adults;
2. Except as provided below by paragraph number 5, this 50 percent occupancy limit does not apply to outdoor areas, events, or establishments, except that the following outdoor areas or outdoor venues shall operate at no more than 50 percent of the normal operating limits as determined by the owner:
 - a. professional, collegiate, or similar sporting events;
 - b. swimming pools;
 - c. water parks;
 - d. museums and libraries;
 - e. zoos, aquariums, natural caverns, and similar facilities; and

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JUN 26 2020

- f. rodeos and equestrian events;
3. This 50 percent occupancy limit does not apply to the following establishments that operate with at least six feet of social distancing between work stations:
 - a. cosmetology salons, hair salons, barber shops, nail salons/shops, and other establishments where licensed cosmetologists or barbers practice their trade;
 - b. massage establishments and other facilities where licensed massage therapists or other persons licensed or otherwise authorized to practice under Chapter 455 of the Texas Occupations Code practice their trade; and
 - c. other personal-care and beauty services such as tanning salons, tattoo studios, piercing studios, hair removal services, and hair loss treatment and growth services;
4. Amusement parks shall operate at no more than 50 percent of the normal operating limits as determined by the owner;
5. For any outdoor gathering in excess of 100 people, other than those set forth above in paragraph numbers 1, 2, or 4, the gathering is prohibited unless the mayor of the city in which the gathering is held, or the county judge in the case of a gathering in an unincorporated area, approves of the gathering, and such approval can be made subject to certain conditions or restrictions not inconsistent with this executive order;
6. For dine-in services by restaurants that have less than 51 percent of their gross receipts from the sale of alcoholic beverages, the occupancy limit shall remain at 75 percent until 12:01 a.m. on June 29, 2020, at which time such restaurants may only operate at up to 50 percent of the total listed occupancy of the restaurant, subject to paragraph number 9 below;
7. People shall not visit bars or similar establishments that hold a permit from the Texas Alcoholic Beverage Commission (TABC) and are not restaurants as defined above in paragraph number 6; provided, however, that the use by such bars or similar establishments of drive-thru, pickup, or delivery options for food and drinks is allowed to the extent authorized by TABC;
8. People shall not use commercial rafting or tubing services, including rental of rafts or tubes and transportation of people for the purpose of rafting or tubing;
9. For any business establishment that is subject to a 50 percent "total listed occupancy" limit or "normal operating limit," and that is in a county that has filed with DSHS, and is in compliance with, the requisite attestation form promulgated by DSHS regarding minimal cases of COVID-19, the business establishment may operate at up to 75 percent of the total listed occupancy or normal operating limit of the establishment;
10. For purposes of this executive order, facilities with retractable roofs are considered indoor facilities, whether the roof is opened or closed;
11. Staff members are not included in determining operating levels, except for manufacturing services and office workers;
12. Except as provided in this executive order or in the minimum standard health protocols recommended by DSHS, found at www.dshs.texas.gov/coronavirus, people should not be in groups larger than ten and should maintain six feet of social distancing from those not in their group;
13. People over the age of 65 are strongly encouraged to stay at home as much as possible; to maintain appropriate distance from any member of the household who has been out of the residence in the previous 14 days; and, if leaving the

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JUN 26 2020

- home, to implement social distancing and to practice good hygiene, environmental cleanliness, and sanitation;
14. In providing or obtaining services, every person (including individuals, businesses, and other legal entities) should use good-faith efforts and available resources to follow the minimum standard health protocols recommended by DSHS;
 15. Nothing in this executive order or the DSHS minimum standards precludes requiring a customer to follow additional hygiene measures when obtaining services. Individuals are encouraged to wear appropriate face coverings, but no jurisdiction can impose a civil or criminal penalty for failure to wear a face covering;
 16. People shall not visit nursing homes, state supported living centers, assisted living facilities, or long-term care facilities unless as determined through guidance from the Texas Health and Human Services Commission (HHSC). Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible; and
 17. For the remainder of the 2019-2020 school year, public schools may resume operations for the summer as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency (TEA). Private schools and institutions of higher education are encouraged to establish similar standards. Notwithstanding anything herein to the contrary, schools may conduct graduation ceremonies consistent with the minimum standard health protocols found in guidance issued by TEA.

Notwithstanding anything herein to the contrary, the governor may by proclamation add to the list of establishments or venues that people shall not visit.

This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order, allows gatherings prohibited by this executive order, or expands the list or scope of services as set forth in this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

All existing state executive orders relating to COVID-19 are amended to eliminate confinement in jail as an available penalty for violating the executive orders. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes Executive Order GA-26, but does not supersede Executive Orders GA-10, GA-13, GA-17, GA-19, GA-24, GA-25, or GA-27. This

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JUN 26 2020

executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 26th
day of June, 2020.

Handwritten signature of Greg Abbott in black ink.

GREG ABBOTT
Governor

ATTESTED BY:

Handwritten signature of Ruth R. Hughs in black ink.

RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
8:45am O'CLOCK

JUN 26 2020



GOVERNOR GREG ABBOTT

June 25, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
8:45 AM O'CLOCK

JUN 25 2020
[Signature]
Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-27 relating to the need for increased hospital capacity during the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

[Signature]
Gregory S. Davidson
Executive Clerk to the Governor
GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
June 25, 2020

EXECUTIVE ORDER
GA 27

Relating to the need for increased hospital capacity during the COVID-19 disaster.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, the Commissioner of the Texas Department of State Health Services, Dr. John Hellerstedt, has determined that COVID-19 continues to represent a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, a shortage of hospital capacity would hinder efforts to cope with the COVID-19 disaster; and

WHEREAS, previous executive orders have enacted measures to avoid a shortage of hospital capacity; and

WHEREAS, elevated concerns exist concerning hospital capacity in certain parts of the state; and

WHEREAS, in coping with the COVID-19 disaster, government officials should look for the least restrictive means of combatting the threat to public health; and

WHEREAS, hospital capacity for COVID-19 patients can be overly diminished by surgeries and procedures that are not medically necessary to correct a serious medical condition or to preserve the life of a patient; and

WHEREAS, the “governor is responsible for meeting ... the dangers to the state and people presented by disasters” under Section 418.011 of the Texas Government Code, and the legislature has given the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the “governor may issue executive orders ... hav[ing] the force and effect of law;” and

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JUN 25 2020

WHEREAS, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable under Section 418.173 by a fine not to exceed \$1,000, and may be subject to regulatory enforcement;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following effective at 11:59 p.m. on Friday, June 26, 2020:

Every hospital that is licensed under Chapter 241 of the Texas Health and Safety Code, and is also located in Bexar, Dallas, Harris, or Travis counties, shall postpone all surgeries and procedures that are not medically necessary to diagnose or correct a serious medical condition of, or to preserve the life of, a patient who without timely performance of the surgery or procedure would be at risk for serious adverse medical consequences or death, as determined by the patient's physician; provided, however, that this prohibition shall not apply to any surgery or procedure that, if performed in accordance with the commonly accepted standard of clinical practice, would not deplete any hospital capacity needed to cope with the COVID-19 disaster.

The governor may by proclamation add to or subtract from the list of counties covered by this prohibition.

This executive order does not supersede Executive Orders GA-10, GA-13, GA-17, GA-19, GA-24, GA-25, or GA-26. This executive order shall remain in effect and in full force until modified, amended, rescinded, or superseded by the governor.



Given under my hand this the 25th
day of June, 2020.

Handwritten signature of Greg Abbott in black ink.

GREG ABBOTT
Governor

ATTESTED BY:

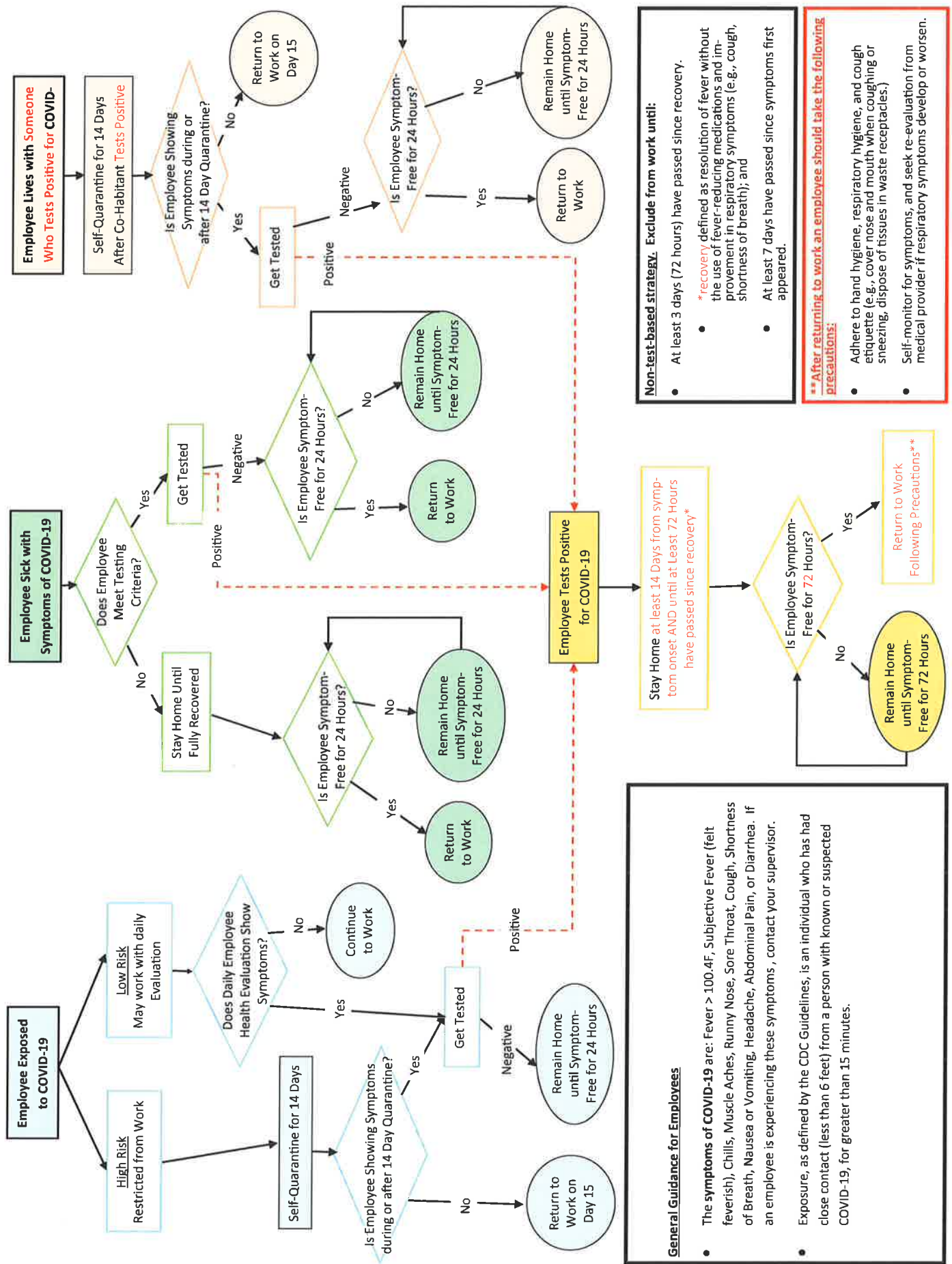
Handwritten signature of Ruth R. Hughes in black ink.

RUTH R. HUGHES
Secretary of State

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8:45am O'CLOCK

JUN 25 2020

CITY OF LAVON COVID-19 EMPLOYEE RESPONSE



Sample Policy Statement

COVID-19 LEAVE POLICY FOR EMPLOYEES

- I. An employee with potential exposure to COVID-19 should not report to work.
 - A. An employee should contact their supervisor to notify them of the potential exposure.
 - B. An employee should seek medical attention to undergo a risk assessment and test if warranted.
 - C. An employee should not return to work until the risk assessment is completed and clearance is given by a medical professional.
 - D. An employee should remain in contact with their supervisor and notify their supervisor of their possible return-to-work date.
- II. For employees who do not have confirmed COVID-19 but have a respiratory illness, per the CDC guidelines, an employee may return to work after:
 - A. At least 3 days (72 hours) have passed without the use of fever-reducing medication; and
 - B. Respiratory symptoms including cough and shortness of breath have improved; and
 - C. At least 7 days have passed since the first symptoms appeared.
- III. An employee who exhibits symptoms of COVID-19 during the workday will be sent home and will observe the guidelines outlined above.
- IV. City staff will be made aware of any potential exposure.

COVID-19 POLICY FOR BUSINESS CONTACTS

When conducting business at any City building, including attendance at public meetings, members of the public:

1. Should not enter any City building if they have COVID-19 symptoms including but not limited to fever and respiratory illness.
2. Should not enter any City building if they have been exposed to COVID-19.
3. Should wear a mask.
4. Should observe social distancing protocols.
5. Should sign in providing a name and contact information.

EMPLOYEE RIGHTS

PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The Families First Coronavirus Response Act (FFCRA or Act) requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

▶ PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
- ⅔ for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at ⅓ for qualifying reason #5 below for up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

▶ ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). *Employees who have been employed for at least 30 days prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.*

▶ QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to telework, because the employee:

- | | |
|---|---|
| <ol style="list-style-type: none">1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;2. has been advised by a health care provider to self-quarantine related to COVID-19;3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2); | <ol style="list-style-type: none">5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services. |
|---|---|

▶ ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

For additional information
or to file a complaint:

1-866-487-9243

TTY: 1-877-889-5627

dol.gov/agencies/whd

