



AGENDA
NOVEMBER 3, 2020
LAVON CITY COUNCIL
6:00 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

2. INVOCATION

3. 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.

4. ITEMS OF INTEREST/COMMUNICATIONS

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

5. PROCLAMATION

Veterans Day – November 11, 2020

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 October 20, 2020 meeting.

B. Approve Ordinance No. **2020-11-01** approving the 2020 Tax Roll Summary for the City of Lavon as submitted by the Collin County Tax Assessor Collector’s Office.

C. Approve Resolution No. **2020-11-01** approving and authorizing the Mayor to execute a Product License and Service Agreement with Intellichoice, Inc. DBA eForce for a police records management system for \$36,854.00; and providing an effective date.

D. Grant a fifteen-foot water line easement to Bear Creek Special Utility District on 5.1 acres of city-owned property abutting and south of McClendon Rd., CCAD Property ID 1250005, Lavon, Texas.

7. ITEMS FOR CONSIDERATION

A. Discussion and action regarding the final plat of the RaceTrac Addition on 5.899 acres of land consisting of three lots at 1000 SH 78 (also referred to as 9930 SH 78), out of the WAS Bohannan Survey, Abstract No. 121, CCAD Property IDs 2675083, 2593398, 2133957, 2664025 and a portion of 2664090, southwest of the intersection of SH 78 and SH 205, City of Lavon, Texas, requested by RaceTrac Petroleum.

B. Discussion and action regarding the final plat of the LakePointe Addition, Phase 2A for 181

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residential lots and 5 open space tracts on 57.456 acres of land, a part of a 200.9089 acre tract described in Document No. 20180821001049570 in the DRCCT and situated in the Samuel M. Rainer Survey, Abstract No. 740, (CCAD Property ID 2663916), southeast of the intersection of SH 78 and FM 6, Lavon, Collin County, Texas.

- C. Discussion and action regarding the final plat of the LakePointe Addition, Phase 2B for 79 residential lots and 2 open space tracts on 17.487 acres of land, a part of a 200.9089 acre tract described in Document No. 20180821001049570 in the DRCCT and situated in the Samuel M. Rainer Survey, Abstract No. 740, (CCAD Property ID 2663916), southeast of the intersection of SH 78 and FM 6, Lavon, Collin County, Texas.
- D. Public hearing, discussion and action regarding Ordinance No. **2020-11-02** amending Chapter 9, Exhibit A, Section 5.05 of the City of Lavon's Code of Ordinances to specify five foot (5') as the minimum sidewalk width.
 - 1. Presentation of request.
 - 2. **PUBLIC HEARING** to receive comments regarding the request.
 - 3. Discussion and action regarding the request.
- E. Discussion and action regarding the award of the construction contract for the City of Lavon Wolf Run Ditch Improvements (CIP-8) Construction Project and Resolution No. **2020-11-02** approving and authorizing the Mayor to execute a construction contract with GRod Construction, LLC in the amount of \$66,646.00 and 45 days; and providing an effective date.
- F. Discussion and action regarding the award of the construction contract for the City of Lavon Lake Shadow Drainage (CIP-13) Construction Project and Resolution No. **2020-11-03** approving and authorizing the Mayor to execute a construction contract with GRod Construction LLC in the amount of \$ 47,788.00 and 30 days; and providing an effective date.
- G. Discussion and action regarding approval of Task Order #6 with Freeman-Millican, Inc. pursuant to Resolution No. **2018-06-01** for professional engineering services for the preparation and submission of the application for renewal of the Texas Pollutant Discharge Elimination System (TPDES) permit for the Bear Creek Wastewater Treatment Plant, not to exceed \$9,400.00.
- H. Discussion and action regarding orders and regulations, programming, city facilities and operations related to COVID-19.

8. CITY COUNCIL TO SET FUTURE MEETINGS AND AGENDAS

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

November 17 – Regular Meeting

9. PRESIDING OFFICER TO ADJOURN THE CITY COUNCIL MEETING

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

This is to certify that this Agenda was duly posted on the City's website at www.cityoflavon.com and at City Hall and on or before 6:00 PM on October 30, 2020.



Kim Dobbs, City Administrator

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PROCLAMATION
City of Lavon, Texas
Veterans Day

WHEREAS, over one hundred years ago in November 1919, President Woodrow Wilson declared November 11 as the first commemoration of Armistice Day stating: "To us in America, the reflections of Armistice Day will be filled with solemn pride in the heroism of those who died in the country's service and with gratitude for the victory, both because of the thing from which it has freed us and because of the opportunity it has given America to show her sympathy with peace and justice in the councils of the nations..."; and in 1954, the United States Congress redesignated November 11 as Veterans Day in honor of all veterans who served in the armed forces; and

WHEREAS, the men and women of the armed forces inspired and continue to inspire us with their courage, leadership and service to our country, their pledge to peace, liberty and security and the sacrifice of those who valiantly paid the ultimate price for our freedom; and

WHEREAS, we in the City of Lavon solemnly honor and remember our military community and embrace the charge by President Dwight D. Eisenhower to "... reconsecrate ourselves to the task of promoting an enduring peace so that their efforts shall not have been in vain;" and

NOW THEREFORE, I, Vicki Sanson, Mayor of the City of Lavon do hereby proclaim that in observance of

Veterans Day on Monday, November 11, 2020

the citizens of the City of Lavon proudly join hands in the common purpose to salute and to pay homage to those men and women who have served in the Armed Forces of the United States of America; and

IN WITNESS WHEREOF, I cause the Official Seal of the City of Lavon to be affixed this 3rd day of November 2020.

Vicki Sanson, Mayor



**MINUTES
OCTOBER 20, 2020
LAVON CITY COUNCIL
REGULAR MEETING
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS
7:00 P.M.**

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

- 1. MAYOR SANSON CALLED THE MEETING TO ORDER AT 7:00 P.M. AND ANNOUNCED A QUORUM PRESENT.**
- 2. MAYOR SANSON OBSERVED A MOMENT OF SILENCE.**
- 3. EXECUTIVE SESSION**

At 7:02 p.m., in accordance with Texas Government Code, Chapter 551, Subchapter D, the City Council recessed into Executive Session (closed meeting) to discuss the following items pursuant to Section 551.071; under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas.

- 1) Section 551.071 (2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act regarding an agreement for the provision of sanitary sewer service in an unincorporated area.

4. RECONVENE INTO REGULAR SESSION

In accordance with Texas Government Code, Section 551.001, et seq., Mayor Sanson reconvened the meeting at 7:29 p.m. and stated that no action was taken in executive session

5. PRESENTATION & PRESENTATION

Ms. Dobbs announced that the City had received the prestigious TML 2020 Municipal Excellence Award for Public Safety in Cities under 25,000 population for Camp 9-1-1.

Mayor Sanson presented a proclamation designating October 28, 2020 as First Responders Day.

6. CITIZENS COMMENTS

There were none.

7. ITEMS OF INTEREST/COMMUNICATIONS

- October 29 deadline to enter the Lavon Fire Department Pumpkin Carving Contest.
- The City of Lavon collected 361 pounds of peanut butter for the North Texas Food Bank's "Spread the Hope" Collin County Peanut Butter Drive.

8. CONSENT AGENDA

A. Approve the minutes of the October 6, 2020 meeting.

MOTION: APPROVE THE CONSENT AGENDA.

MOTION MADE: WRIGHT

SECONDED: KELL

APPROVED: UNANIMOUS (Absent: Cook)

9. ITEMS FOR CONSIDERATION

- A. Discussion and action regarding Resolution No. 2020-10-06 approving and authorizing the Mayor to execute a professional services agreement with Kimley Horn for professional planning services associated with the Comprehensive Plan Update.**

Ms. Dobbs reviewed the Comprehensive Vision Assessment and Strategic Plan goal to update the Comprehensive Plan and introduced Abra Nusser, Kimley-Horn, to answer questions.

MOTION: APPROVE RESOLUTION NO. 2020-10-06 APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY HORN FOR PROFESSIONAL PLANNING SERVICES ASSOCIATED WITH THE COMPREHENSIVE PLAN UPDATE.

MOTION MADE: KELL
SECONDED: WRIGHT
APPROVED: UNANIMOUS (Absent: Cook)

- B. Discussion and action regarding Ordinance No. 2020-10-03 authorizing the sale of beer and wine for off-premise consumption pursuant to the authority of Texas Alcoholic Beverage Code, Section 251.725 to 0.399 acres of commercially-zoned property in the 7-Eleven Addition, Lot 2; providing for a severability clause; providing for an effective date.**

Ms. Dobbs provided background information and explained that because certain conditions were satisfied, state law provides authority for the City Council to extend the local option by ordinance.

MOTION: APPROVE ORDINANCE NO. 2020-10-03 AUTHORIZING THE SALE OF BEER AND WINE FOR OFF-PREMISE CONSUMPTION PURSUANT TO THE AUTHORITY OF TEXAS ALCOHOLIC BEVERAGE CODE, SECTION 251.725 TO 0.399 ACRES OF COMMERCIALY-ZONED PROPERTY IN THE 7-ELEVEN ADDITION, LOT 2; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

MOTION MADE: DILL
SECONDED: WRIGHT
APPROVED: UNANIMOUS (Absent: Cook)

- C. Discussion and action regarding acceptance of the Endeavor Sewer Force Main construction project.**

Ms. Dobbs provided information regarding the construction project and introduced City Engineer Mark Hill who answered questions.

MOTION: ACCEPT THE ENDEAVOR SEWER FORCE MAIN CONSTRUCTION PROJECT.

MOTION MADE: SERKLAND
SECONDED: KELL
APPROVED: UNANIMOUS (Absent: Cook)

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

Ms. Dobbs reported on the October 7, 2020 Proclamation from Governor Greg Abbott extending the Statewide Disaster Declaration for COVID-19. Telephonic meetings will continue until further noted. No action was taken.

10. DEPARTMENT REPORTS

- A. Police Services** – Chief Jones provided information and referenced the reports regarding traffic stops, calls for service and call breakout information, monthly reserve participation and the Drug Take-Back Day.
- B. Fire Services** –Chief Anthony provided information and referenced the call service report, equipment report and training.

C. Public Works – Director of Public Works David Carter provided a report regarding X-treme Green, general public works and street maintenance including mowing and trash collection and the code enforcement report. City Engineer Mark Hill provided a report on the Capital Improvements Plan projects status.

D. Administration – Ms. Dobbs directed the Council to reports provided in the meeting packet regarding the Building Permits Report; CWD Recycling Reports; Collin County Monthly Tax Collection Report, Sales Tax Report, the TxDOT SH 205 Status Report; and general staff reports.

11. CITY COUNCIL TO SET FUTURE MEETINGS AND AGENDAS.

- November 3, 2020 Regular Council Meeting at 6 p.m.

12. MAYOR SANSON ADJOURNED THE CITY COUNCIL MEETING AT 8:24 P.M.

DULY PASSED and APPROVED by the City Council of Lavon, Texas, on this 3rd day of November 2020

Vicki Sanson
Mayor

ATTEST:

Rae Norton
City Secretary



CITY OF LAVON

Agenda Brief

MEETING: November 3, 2020

ITEM: 6 - B

Item:

CONSENT AGENDA

Approve Ordinance No. 2020-11-01 approving the 2020 Tax Roll Summary for the City of Lavon as presented by the Collin County Tax Assessor Collector's Office.

Background:

The Collin County Tax Assessor Collector has submitted for the City Council's consideration the 2020 Tax Roll Summary. The process is a formality prescribed in the Texas Property Tax Code.

Excerpt:

TEXAS TAX CODE
TITLE 1. PROPERTY TAX CODE
SUBTITLE D. APPRAISAL AND ASSESSMENT
CHAPTER 26. ASSESSMENT
Sec. 26.09. CALCULATION OF TAX

Sec. 26.09. CALCULATION OF TAX. (a) On receipt of notice of the tax rate for the current tax year, the assessor for a taxing unit other than a county shall calculate the tax imposed on each property included on the appraisal roll for the unit.

(b) The county assessor-collector shall add the properties and their values certified to him as provided by Chapter 24 of this code to the appraisal roll for county tax purposes. The county assessor-collector shall use the appraisal roll certified to him as provided by Section 26.01 with the added properties and values to calculate county taxes.

(c) The tax is calculated by:

(1) subtracting from the appraised value of a property as shown on the appraisal roll for the unit the amount of any partial exemption allowed the property owner that applies to appraised value to determine net appraised value;

(2) multiplying the net appraised value by the assessment ratio to determine assessed value;

(3) subtracting from the assessed value the amount of any partial exemption allowed the property owner to determine taxable value; and

(4) multiplying the taxable value by the tax rate.

(d) If a property is subject to taxation for a prior year in which it escaped taxation, the assessor shall calculate the tax for each year separately. In calculating the tax, the assessor shall use the assessment ratio and tax rate in effect in the unit for the year for which back taxes are being imposed. Except as provided by Subsection (d-1), the amount of back taxes due incurs interest calculated at the rate provided by Section 33.01(c) from the date the tax would have become delinquent had the tax been imposed in the proper tax year..

(e) The assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit's tax roll.

The table below provides a comparison of the Tax Roll Summaries for 2018, 2019 and 2020.

TAX ROLL	2018	2019	2020
Total Market Value	\$375,498,243	\$423,628,287	\$461,436,703
Total Taxable Value	\$323,632,678	\$376,595,800	\$408,391,509
Total Levy Lost to Frozen	\$42,096	\$65,508	\$75,922

Staff Notes:

Approval is recommended.

Attachments: Proposed Ordinance and Tax Roll Summary
Correspondence from the Collin County Tax Assessor Collector

CITY OF LAVON, TEXAS
ORDINANCE NO. 2020-11-01

2020 Tax Roll Adoption

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING THE 2020 TAX ROLL SUMMARY FOR THE CITY OF LAVON, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the Texas Tax Code, it is necessary for the 2020 Tax Roll Summary, which constitutes the 2020 Tax Roll for the City of Lavon, to be approved by the City Council.

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

SECTION 1. The City Council of the City of Lavon hereby accepts and approves the 2020 Tax Roll Summary as submitted by the Collin County Tax Assessor Collector which constitutes the 2020 Tax Roll for the City of Lavon, which is attached hereto and labeled "Exhibit A"; and

SECTION 2. 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; and

SECTION 3. 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 this 3rd day of November 202-

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary

CITY OF LAVON, TEXAS
ORDINANCE NO. 2020-11-01

EXHIBIT A

2020 Tax Roll Summary for City of Lavon

2020 TAX ROLL SUMMARY

	Amount	Count
NUMBER OF ACCOUNTS		1,984
MARKET VALUES		
ROLLCODE: PERSONAL		
Personal	\$5,644,119	
ROLLCODE: REAL		
Agriculture	\$20,019,537	
Improvement	\$295,436,336	
Improvement Non-Home Site	\$21,384,194	
Land	\$90,604,405	
Land Aq Land	\$99,913	
Land Non-Home Site	\$28,248,199	
TOTAL MARKET VALUE		\$461,436,703
DEFERRALS		
Aq	\$20,019,537	30
TOTAL DEFERRALS		\$20,019,537
EXEMPTIONS		
Autos , XO , PPV , XO , PPV	\$1,961,257	16
Cap Adjustment , XT , XT	\$2,102,859	90
Disabled	\$510,000	29
Disabled Veteran	\$4,503,814	60
Homestead	\$5,409,327	1,091
Miscellaneous , XV , XV	\$14,555,421	71
Nominal Value	\$2,979	12
Over 65	\$3,980,000	206
TOTAL EXEMPTIONS		\$33,025,657
GRAND TOTAL FOR DEFERRALS AND EXEMPTIONS		\$53,045,194
TOTAL MARKET VALUE		\$461,436,703
TAXABLE VALUE		\$408,391,509
TAX RATE		0.478956
ROLLCODE: PERSONAL		
Levy	\$17,625.02	118
ROLLCODE: REAL		
Levy	\$1,862,468.80	1,866
TOTAL LEVY		\$1,880,093.82
LEVY LOST DUE TO FROZEN		\$75,921.57
OTHER LOST LEVY		\$0.00
TOTAL LOST LEVY		\$75,921.57

2020 TAX ROLL SUMMARY

Calculation Analysis

	Calc Levy	- Tax Amount	=	Diff.	Market Value	Exemption	Taxable Value
Frozen	236,443.40	160,521.83		75,921.57	57,413,862	8,047,448	49,366,414
DV100 (Excl. Frozen)	0.00	0.00		0.00	2,642,827	2,641,428	1,399
Prorated (Excl. Frozen)	0.00	0.00		0.00	0	0	0
Other	1,719,571.99	1,719,571.99		0.00	401,380,014	42,356,318	359,023,696
Total	1,956,015.39	1,880,093.82		75,921.57	461,436,703	53,045,194	408,391,509
DV100 (Incl. Frozen)	0.00	0.00		0.00	1,519,473	1,466,886	52,587
Prorated (Incl. Frozen)	0.00	0.00		0.00	0	0	0



KENNETH L. MAUN
TAX ASSESSOR COLLECTOR
COLLIN COUNTY
2300 Bloomdale Road, Suite 2366
P.O. Box 8006
McKinney, TX 75070-8006
(972) 547-5020
Fax: (214) 491-4808
Email: kmaun@collincountytx.gov

October 5, 2020

Vicki Sanson, Mayor
City of Lavon
P.O. Box 340
Lavon, TX 75166

Dear Mayor Sanson,

Attached is the 2020 Tax Roll Summary for City of Lavon.

Submission of the 2020 Tax Roll to your governing body for approval, in accordance with *Texas Property Tax Code*, Section 26.09, will constitute the 2020 Tax Roll for City of Lavon.

Please provide my office a copy of your ordinance approving the Tax Roll at your earliest convenience. While this is a formality in the Texas Property Tax Code, we do want to fulfill the requirements of the law and do appreciate your cooperation.

If you have any questions, please contact me.

Sincerely,

Kenneth L. Maun
Tax Assessor Collector

KLM:ket

Enclosure

cc: Kim Dobbs



CITY OF LAVON Agenda Brief

MEETING: November 3, 2020

ITEM: 6 - C

Item:

CONSENT AGENDA

Approve Resolution No. **2020-11-01** approving and authorizing Mayor Sanson to execute a Product License and Service Agreement with Intellichoice, Inc. doing business as eForce Software for a records management system for the Police Department for \$36,854.00.

Background:

Police Chief Mike Jones applied for an Office of the Governor (OOG) grant in the amount of \$36,854 to reimburse the City for the purchase of a NIBRS enabled Report Management System (RMS) called eForce RMS. The City has received a final award notice for the grant and it has been accepted.

This agreement is similar to the one signed with eForce for provision of the Police Department Citation software.

Financial Implication:

A grant will fund the license and service agreement.

Staff Notes:

Approval is recommended.

Attachments: Proposed Resolution and Agreement

CITY OF LAVON, TEXAS
RESOLUTION NO. 2020-11-01

Product License and Service Agreement - eForce

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A PRODUCT LICENSE AND SERVICE AGREEMENT WITH INTELICHOICE, INC. DBA EFORCE FOR A POLICE RECORDS MANAGEMENT SYSTEM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lavon, Texas (“City”) has determined that it is in the best interest of the citizens of the City for the City to approve a Product License and Service Agreement with Intellichoice, Inc. DBA eForce for a police records management system;

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

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

SECTION 2: Authorization to Execute. The Mayor of the City is hereby authorized to execute a Product License and Service Agreement with Intellichoice, Inc. DBA eForce for a police records management system for \$36,854.00; and providing an effective date., a copy of which is attached hereto as Exhibit “A”.

SECTION 3: This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas on the 3rd day of November , 2020.

Vicki Sanson
Mayor

ATTEST:

Rae Norton
City Secretary

RESOLUTION NO. 2020-11-01

EXHIBIT A

Product License and Service Agreement

Lavon Police Department
PO Box 340
Lavon, TX 75166



Intellichoice, Inc. DBA EFORCE® Software
Product License and Service Agreement

168 N. Gateway Drive, Providence, UT 84332

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Product License and Service Agreement

This Product License and Service Agreement ("Agreement") is made as of 10/19/2020 (the "Effective Date") by and between Intellichoice, Inc., a Utah Corporation, ("Intellichoice") and Lavon Police Department ("Customer").

1. Definitions

For purposes of this Agreement, the following terms shall have the meaning set forth below:

1.1 "Licensed Product" shall mean the Program(s), Module(s), System Software, Database Software and Related Materials (as defined in Paragraphs 1.1 – 1.6 herein) which are licensed to Customer pursuant to Paragraph 2.1 and set forth specifically in the Schedule 1 attached hereto and made a part hereof by this reference.

1.2 "Program" shall mean a machine-executable copy of the object code of a collection of instructions for performing a specific computer function.

1.3 "Module" shall mean a group of related Programs.

1.4 "System Software" shall mean the current release of Programs and routines which enable Customer to operate a leased or purchased computer hardware system including, for example, a control program or operating system, and if provided, appropriate utility routines, conversion programs, network software and language processors including compilers, assemblers and translators.

1.5 "Database Software" shall mean the current release of Programs which enable Customer to store, access and maintain data generated by the licensed Programs listed in the schedules attached hereto.

1.6 "Related Materials" shall mean all material, other than the Program(s), furnished by Intellichoice for use in conjunction with such Program(s) and including for example, operating instructions, descriptions, and other documentation, including all guides and manuals, and further shall include all permitted copies of Program material made by Customer.

1.7 "Support" shall mean Licensed Product services defined by Intellichoice's current specification for such services and further shall include consultation and guidance support requested by Customer and agreed to be supplied by Intellichoice at its then current rates.

1.8 "Training" shall mean Intellichoice's current published training courses for Program operation at the then current rates.

1.9 "User" shall mean the individual or non-human operated device authorized to use the Programs.

1.10 "Remote Terminal" shall mean the computer hardware used by Intellichoice to access Customer's Program(s) for Support purposes.

1.11 "Annual License" shall mean a license granted for a three hundred and sixty five calendar day period. The initial Annual License begins on the first day of the calendar month following the Effective Date hereof. The Annual License is automatically renewed for each additional three hundred and sixty five calendar day period ("Subsequent Years"), unless cancelled as provided in this Agreement. The Annual License for Subsequent Years shall begin on the first day of each Subsequent Year (the "Renewal Date") and the Annual License and Support Fees for Subsequent Years shall be due and payable on or before each Renewal Date.

2. License

2.1 Subject to the terms and conditions of this Agreement, Intellichoice hereby grants to Customer and Customer hereby accepts a personal, nonexclusive, nontransferable right and license to use the Licensed Products. Customer is limited to the number of User licenses set forth in Schedule 1 and may not at any time exceed this number for any reason without purchasing additional licenses from Intellichoice. The Licensed Products are provided by Intellichoice under separate authorized reseller Agreements or are owned solely by Intellichoice. All Licensed Products provided hereunder are protected by United States copyright laws as well as other laws relating to the protection of intellectual property as well as international treaties and conventions. Customer may make one copy of the Licensed Products solely for backup purposes.

2.2 Customer is authorized to make permitted use only of those Licensed Products for which it is duly and currently licensed hereunder and shall promptly return to Intellicochoice all materials defined by Paragraphs 1.1 - 1.6 hereof within thirty (30) days of any cancellation of the license covering said materials.

2.3 It is hereby agreed that Intellicochoice is the owner of all right, title and interest in and to the Licensed Product(s) or otherwise duly authorized to grant the license herein, including the accompanying software, text, graphics and documentation, Related Materials, Support materials and Training materials and all subsequent copies thereof, regardless of the media or form in which the original materials or copies may exist. As the licensee, Customer through its license of Licensed Product(s) does not acquire any ownership rights to such materials whatsoever. It is understood and agreed between the parties that certain Modules, templates and interfaces incorporated into the Licensed Product(s) may originate from a third party and Intellicochoice makes no claim to ownership of such Modules, templates and interfaces except to the integration of the same in connection with the Licensed Products.

2.4 Customer shall not sublicense, assign or transfer any license granted herein in any way without the express prior written consent of Intellicochoice.

2.5 Customer shall not modify, reverse engineer, decompile or disassemble any Licensed Product, nor shall Customer create derivative works from any Program. Customer shall not use any Program in any manner that infringes the intellectual property rights or other rights of Intellicochoice, its licensor's or any other person, all of whom are considered third party beneficiaries under this Agreement.

3. Delivery of Licensed Products

3.1 Acceptance testing of all Licensed Products shall be completed by the Customer within ten (10) days from the date the Licensed Product is delivered to Customer. Customer shall notify Intellicochoice in writing of any deficiencies in the Licensed Products. If Customer does not so notify Intellicochoice in writing within said ten (10) day period, the Licensed Product(s) shall be deemed accepted by Customer. The acceptance by the Customer of any Licensed Product(s) identified herein shall constitute the completion of Intellicochoice's obligation to deliver such Licensed Products.

4. Term

4.1 The Annual License shall commence on the first day of the calendar month following the Effective Date hereof and shall remain in effect for each respective Licensed Product until cancelled by Customer upon 30 days prior written notice, or cancelled by Intellicochoice as provided in Paragraph 12 hereof.

4.2 The Annual License and Support fees for Subsequent Years specified in Schedule 1 shall be due and payable for each Licensed Product on or before each Renewal Date.

5. Charges and Taxes

5.1 Customer agrees to pay Intellicochoice within thirty (30) days of receipt of an invoice for the Licensed Products, Interfaces, Custom Deliverables, all Training Fees, and Annual License Fees, all Support Fees, and for all other charges and costs listed in Schedule 1 which is attached hereto and made a part hereof by this reference. Fees for a new license year are due and payable on the first day of each Subsequent Year. Customer agrees to pay a late payment charge at the rate of 2% per month, if permitted by law, otherwise at the maximum lawful rate on any unpaid amount for each calendar month (or fraction thereof) that such payment is in default.

5.2 In any case where payment is not made when due, Intellicochoice may without any liability whatsoever defer its performance until payment is received and extend any relevant date of delivery by the same period of delayed payment.

5.3 Intellicochoice may, by advanced written notice to Customer, increase or decrease the Annual License and Support fees. The effective date of any such increase or decrease shall be at least ninety (90) days following such notice. Within such ninety (90) day period or upon the renewal date, whichever is later, Customer may, at its option, pay the increased license fee or cancel this Agreement.

5.4 In addition to all other fees and charges Customer shall pay Intellicochoice the amount of any tax levied on the Licensed Products, or services rendered hereunder (other than income tax assessed on Intellicochoice) which Intellicochoice must collect from the Customer and/or

pay on the behalf of the Customer.

6. Classification of Licensed Products

6.1 Each Licensed Product and each release of a Licensed Product will be classified by Intellichoice as a category "A" product ("Category "A" Product") or a category "B" product ("Category "B" Product").

6.2 Intellichoice will maintain and Support the current version of all Category "A" Licensed Products as set forth in Paragraph 7.1 and will make available to Customer all revisions thereof released by Intellichoice during the term of this Agreement, as long as such Licensed Products remain classified by Intellichoice as Category "A" products, Intellichoice will maintain all Category "A" Licensed Products to be compatible with unaltered releases of the Database Software, the System Software and the computer hardware then specified by Intellichoice.

6.3 Intellichoice delivers Category "B" Licensed Products solely on an "as is" basis and therefore does not provide Programming or Support services for Category "B" Licensed Products.

6.4 Intellichoice may reclassify any Licensed Product(s) by giving ninety (90) days advanced written notice to Customer.

7. Licensed Product Support

7.1 Intellichoice will provide telephone and Remote Terminal Support for the operation of Category "A" Licensed Products during normal Intellichoice office hours based upon a forty (40) hour week. After hours Support will be provided on an on-call basis for which Customer will be billed at the then current Intellichoice billing rates, Customer shall provide hardware and communications software necessary to permit Remote Terminal Support.

7.2 Intellichoice will provide such Training for the operation of Category "A" Licensed Products as is requested by Customer and agreed to by Intellichoice at its then current rates.

8. Confidentiality

8.1 Customer agrees not to disclose, publish, release, transfer or otherwise make available any Licensed Products in any form, to any person other than Customer and Customer's employees who have a need to know such information without prior written consent from Intellichoice. Customer also agrees that the original copies of all materials furnished by Intellichoice and all copies thereof made by customer shall remain the sole property of Intellichoice. The Customer further agrees to protect the confidentiality of Licensed Products or any part thereof from unauthorized disclosure by its agents, employees or customers. Notwithstanding anything to the contrary herein, in the event Intellichoice consents to the disclosure of any such confidential information, Customer shall have such discloser sign an appropriate Agreement requiring such discloser to be under the same obligations of confidentiality as Customer and Customer hereby indemnifies Intellichoice from any failure to require discloser to be so bound.

8.2 Customer agrees not to disclose, publish, release, transfer or otherwise make available the eFORCE® database without sole written consent furnished by Intellichoice. The Customer further agrees to protect the confidentiality of the eFORCE® database or any part thereof from unauthorized disclosure by its agents, employees or customers. Notwithstanding anything to the contrary herein, in the event Intellichoice consents to the disclosure of any such confidential information, Customer shall have such discloser sign an appropriate Agreement requiring such discloser to be under the same obligations of confidentiality as Customer and Customer hereby indemnifies Intellichoice from any failure to require discloser to be so bound.

8.3 Except as specifically provided herein, Customer agrees to indemnify and hold Intellichoice free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorneys' fees and court costs, relating to, resulting from or in any way arising out of Customer's possession, maintenance, use, operation or output of the Licensed Products, or the condition, loss, damage, or destruction of any part of the Licensed Products. Customer shall give Intellichoice prompt written notice of any matter for which Customer is or may be required to indemnify Intellichoice.

9. Limited Warranty

9.1 **CATEGORY "A" PRODUCT WARRANTY** - Each unaltered Licensed Product classified as a Category "A" product is warranted for one (1) year from the first day of the calendar month following the Effective Date hereof, to perform substantially in accordance with the same release level product specification provided and/or published by Intellichoice for that specific Licensed Product. Initial here _____

9.2 **CATEGORY "B" PRODUCTS SOLD "AS IS"** - Each release of a Category "B" Licensed Product is strictly licensed on an "as is" basis without any warranty whatsoever, whether express or implied, including warranties of merchantability or fitness for a particular purpose. Initial here _____

9.3 **EXCLUSIVE REMEDY FOR DEFECT** - Customer agrees that its sole and exclusive remedy and Intellichoice's sole obligation, if a Licensed Product warranted hereunder fails to conform to the terms of Paragraph 9.1 above and Customer advises Intellichoice of such failure in writing during the term of the warranty, is for Intellichoice to provide programming services to correct any defect. For the purposes of this Agreement, non-conformance to the terms of Paragraph 9.1 above and the term "defect" shall mean only significant deviations from the terms of Paragraph 9.1 above for such current release of Licensed Product. Initial here _____

9.4 **COSTS MAY BE BILLED TO CUSTOMER** - If Intellichoice determines after investigation that the Licensed Product substantially conforms to the terms of Paragraph 9.1, Customer agrees to pay for all time and materials spent and expenses incurred by Intellichoice in attempting to determine and correct Customer's problem. Such payments shall be paid within thirty (30) days of receipt of an invoice from Intellichoice. Initial here _____

9.5 **NO OTHER WARRANTIES** - Except as specifically provided herein, there are no other warranties, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. Intellichoice does not warrant that the functions contained in the Licensed Products will meet customer's requirement or that the operation of the Licensed Products will be uninterrupted or error free.

Intellichoice does not offer any warranties, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose for the hardware recommended or resold by Intellichoice. Initial here _____

10. Limitation of Liability

10.1 **NO CONSEQUENTIAL DAMAGES** - In no event shall Intellichoice be liable to Customer for loss of profit, lost savings or other direct, indirect or consequential damages arising out of breach of this Agreement or of obligations under this Agreement, the License granted or for any claim made against Customer by any other party, even if Intellichoice has been advised of such damages or claim. Initial here _____

10.2 **LIMITATION ON LIABILITY** - Intellichoice shall not be liable for any damages of whatever nature caused by any delay in delivery, operation, installation or Support of Licensed Products or services under this Agreement or resulting from any Licensed Products altered by Customer or at Customer's direction. Initial here _____

10.3 **LIQUIDATED DAMAGES** - Intellichoice's liability, if any, to Customer for any reason for any Licensed Product or related in any way to any Licensed Product shall not exceed the initial fee set forth in Schedule 1 for such Licensed Product that have actually been paid to Intellichoice. Initial here _____

10.4 **NO ADDITIONAL FEATURES** - Customer's evaluation of and decision to procure License(s) hereunder for the Licensed Product(s) listed on Schedule 1 are based solely on a visual demonstration of the Licensed Product(s) by Customer and are not based in any way on any representations, verbal or otherwise, made by any Intellichoice employee, representative, agent or contractor. Intellichoice is in no way obligated to provide Licensed Product features, functionality, interfaces, training, support, services, or additional modules that were not demonstrated to the Customer, unless expressly set forth in a written attachment to this Agreement duly signed by Intellichoice. Customer understands and agrees that if a Licensed Product, feature, functionality, interface, training, support, service or related material is not specifically set forth in this Agreement or a duly signed Attachment to this Agreement, it will not be provided. Initial here _____

11. Responsibility of the Parties

11.1 Customer shall be exclusively responsible for the supervision, management, operation and control of its use of the Licensed Products, including but not limited to: (1) initial installation, Product testing, installation of updates, data backup, data recovery, audit controls, and operating methods; and (2) implementing sufficient procedures to satisfy its requirements for security, data security and accuracy of input and output as well as restart and recovery in the event of malfunction; (3) operating and maintaining all hardware System Software and Database Software components used in the operation of the Licensed Product(s); and (4) maintain acceptable virus and other system scanning measures, data updates, as well as other standard security measures established for like Users in like circumstances.

12. Default and Cancellation

12.1 Each License granted hereunder may be cancelled by Intellichoice if Customer is in default in payment of any amount due under this Agreement for a period of thirty (30) days or more, or may be cancelled by either party at any time upon default by the other party of any other covenants of this License provided such default is not corrected within ninety (90) days after receipt of written notice thereof. Said written notice must set forth particulars of the alleged default.

12.2 Customer's obligation to pay fees and charges which have accrued and any damages arising from its breach of this Agreement shall survive cancellation. Any extension of time for payment shall not otherwise alter or affect Intellichoice's or Customer's rights or obligations or be deemed a waiver thereof.

12.3 In the event of default, the party in default shall pay all costs of enforcing the Agreement including obtaining damages for its breach and reasonable attorney's fees and costs.

13. Return on Cancellation

13.1 Within ten (10) days after the termination or cancellation for any reason of a License granted hereunder, Customer shall deliver to Intellichoice the applicable Licensed Products and all copies thereof in whatever form.

14. Notices

14.1 Any notice required pertaining to the subject matter of this Agreement shall be deemed rendered when the same has been hand delivered with signed transmittal record, emailed to Intellichoice executive level personnel and mutually acknowledged via written reply, or mailed certified postage prepaid, return receipt requested to Customer at the address shown for that party in Schedule 2, which is attached hereto and made a part hereof by this reference.

15. General

15.1 Any License granted in this Agreement shall not be deemed to include or extend to any product, Software, Material or Licensed Products of Intellichoice or any part thereof, heretofore or hereafter released by Intellichoice, unless specifically set forth in Schedule 1.

15.2 The laws of the State of Utah shall govern the interpretation, validity and effect of this Agreement. The courts of Utah shall have exclusive jurisdiction to determine all claims, disputes, actions, or suits which may arise hereunder and the parties hereby expressly consent to the exclusive jurisdiction and venue before the proper authority in Utah.

15.3 It is represented and warranted by the party signing on behalf of the Customer that all steps necessary to authorize Customer to enter into this Agreement have been duly and lawfully completed, that the signatory is authorized to sign this Agreement on behalf of the Customer, and that when executed this Agreement is valid and binding on Customer, its successors and assigns.

15.4 This Agreement shall take precedence over any other communications or documents that may be in conflict therewith. If, for any reason, any provision of this Agreement is found to be unenforceable, such provision shall be deemed to prohibit such activity only to the extent it is found to be unenforceable and the other provisions of this Agreement shall be unaffected to the extent permitted by law.

15.5 A waiver by either party of a breach of any term or condition of this Agreement shall not constitute a waiver of any further breach of a term or condition of this Agreement and no such waiver shall be effective unless in writing signed by the party against whom such waiver is asserted. The parties shall not be liable for any failure to perform due to causes beyond its reasonable control. Each party has relied upon its own examination of the full Agreement and the provisions thereof, and the warranties, representations, and covenants expressly contained in the Agreement itself. The parties are independent contractors and this Agreement will not be construed as a teaming Agreement or joint venture. It is not the intent of the parties to incur by contract any liability for the operations, acts, or omissions of the other party whatsoever. This Agreement shall not create any rights in or inure to the benefit of any third parties, except as specifically set forth in Paragraph 2.5. The paragraph headings used herein are for the convenience of the parties and shall not be deemed to modify or construe the provisions hereof. This Agreement shall be binding upon and shall inure to the benefit of the heirs and personal representatives and/or the successors and assigns of the parties.

15.6 Notwithstanding any term of this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted and sufficient funds are otherwise unavailable in any fiscal period during which payments are due under the Agreement, Customer shall immediately notify Intellichoice in writing of such occurrence and the Agreement shall terminate on the last day of the term for which sufficient appropriations or payments have been received or made, without penalty or expense to customer. Customer's obligation to make payments under this Agreement is from year to year only. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the Customer unless otherwise noted in this Agreement or in writing as a separate attachment hereto.

16. Attachments

16.1 The Attachments listed in Paragraph 16.2 are binding on the parties hereto and are made a part of this Agreement by this reference ("Attachments").

16.2 Attachments made a part of this Agreement:

Schedule 1 – Deliverable Products, Costs, and Payment Terms

Schedule 2 – Contact, Leadership, and Payment Information, and Statement of Work

By its signature below, Customer represents and agrees that it has fully evaluated the Licensed Products to its complete satisfaction, that it has read and understands this Agreement, including the schedules attached hereto, that the Agreement constitutes the entire agreement, understanding and representations, expressed or implied, between Customer and Intellichoice with respect to the subject matter of this Agreement, and that this Agreement supersedes any and all prior communications and agreements between the parties, including all oral or written proposals, communications or other agreements. By their signatures below, the parties understand and agree that this Agreement may be modified or amended only by a written instrument signed by the duly authorized representatives of Customer and Intellichoice.

Intellichoice, Inc.

Lavon Police Department

Signed By: _____
Cory J. Bowers, as President

Signed By: _____
Authorized Representative

Print name: _____

EFORCE Product License and Service Agreement

Schedule 1: Deliverable Products, Costs, and Payment Terms

Schedule 1.1: Deliverable Products and Costs

AVL

AVL Implementation 1-20 Users

Includes several services necessary for contract fulfillment.



0

AVL Onsite: 1-5 users

This onsite session educates end users on how to operate the system to perform their daily duties relevant to the software.

0

AVL Server License

License for server hosting software. [Click here to view the AVL brochure.](#)

0

AVL User License

AVL license allows individual users to see and track their and other unit locations on a map.

0

Civil

Civil Implementation 1-20 Users

Includes several services necessary for contract fulfillment.



0

Civil Onsite: 1-5 users

This onsite session educates end users on how to operate the system to perform their daily duties relevant to the software.

0

Civil Server License

License for server hosting software. [Click here to view the Civil product brochure.](#)

0

Civil User License

Provides end user the ability to track civil payments, attempts to serve service fees, etc.

0

Court

Court Implementation 1-20 Users

Includes several services necessary for contract fulfillment.



0

Court Onsite: 1-5 users

This onsite session educates end users on how to operate the system to perform their daily duties relevant to the software.

0

Court Server License

License for server hosting software. [Please click here to view the Court product brochure.](#)

0

Court User License

User license for the eFORCE court application.

0

)

CAD

CAD Implementation 1-20 Users

Includes several services necessary for contract fulfillment.



0

CAD Onsite: 1-5 users

The onsite session educates end users on how to operate the system to perform their daily duties relevant to the software.

0

CAD Server License

License for server hosting software. [Click here to view the CAD brochure.](#)

0

CAD User License

Provides user full CAD functionality including call taking, dispatching, and resource allocation.

0

CAD Limited Use License

A limited use license is to be used for admin and other users who will only need limited / occasional use of the eFORCE CAD system. To dispatch calls other than in a back-up or EOC a "user license" will need to be purchased.

0

CAD View Only License

This is a view only CAD license. Customer will need to purchase a limited use, call taker, or work center license to perform any dispatch related actions / functionality. [Click here to view the CAD View Only brochure.](#)

0

CAD Mapping

eFORCE CAD Mapping allows your agency to display units, calls, and other map layers.

0

Jail

Jail Implementation 1-20 Users

Includes several services necessary for contract fulfillment.



0

Jail Onsite: 1-5 users

This on-site session educates end users on how to operate the system to perform their daily duties relevant to the software.

0

Jail Server License

1 license for server hosting software. [Click here to view the jail product brochure.](#)

0

Jail User License

User license includes access to core system, admin, security, booking, movements, logs, SMF, images, reporting, etc.

0

Jail Limited Use License

A limited use license is to be used for admin and other users who will only need limited/occasional use of eFORCE Jail Management.

0

Mugshot Module

Provides the ability to create photo lineups and to share photos within your agency or with other agencies.

0

iOS Mobile

iOS Mobile Implementation

Includes several services necessary for contract fulfillment.



0

iOS: AVL User

AVL user license for the eFORCE iOS Mobile application. Includes: mapping and tracking vehicle or person location with iPad or iPhone using the built-in location services in the device.

0

iOS: Silent Dispatch User

Silent Dispatch user license for the eFORCE iOS Mobile application. Includes: CAD View, reports, and rotdex.

0

iOS: eCitations User

eCitations user license for the eFORCE iOS Mobile application. Includes: reports and rotdex.

0

0

RMS

RMS Implementation 21-30 Users

Includes several services necessary for complete implementation.



RMS Onsite 21-30 users

This onsite session educates end users on how to operate the system to perform their daily duties relevant to the software.

RMS Server License

License for server hosting RMS software. [Please click here to view the RMS product brochure.](#)

RMS User License

User license of the eFORCE RMS application. Features include: report writing, Dynamic Names Association (DNS A), Vehicles, property, graphics, IIR or LAR reporting (specific state reporting is also available), graphs and charts, officer log, crime analysis.

RMS Limited Use License

A limited use license is used for admin and other users, such as reserve officers, who will only need limited (occasional) use of the eFORCE RMS system.

Personnel and Training Module

Keeps track of employee demographic information, training completed, trainings scheduled, etc.

Protection Order Module

Tracks and alerts protective orders issued.

\$36,854.01

Interface(s)

0

Custom Deliverable(s)

0

Sub-Total

\$36,854.01

Discount

-\$0.00

Total

\$36,854.01

Payment Notes, if any

Software is to be paid for upfront and reimbursed by the NIBRS grant.

Annual License and Support Fee

\$3,685.40

Annual License and Support Fees for Subsequent Years: Due and Payable on or before each Renewal Date as set forth in Section 1.11 of the License Agreement, unless otherwise noted in writing above.

eFORCE® Licensing Descriptions:

AVL License: AVL license allows dispatchers to see and track unit locations on a map.

CAD Limited Use License: A limited use License is to be used for admin and other users who will only need limited/occasional use of the eFORCE CAD system.

CAD User License: This license allows all functionality you need within the CAD. Examples would be dispatching, running queries, receiving calls, mapping, etc.

CAD View Only License: This license only allows the user to view current calls and Unit Status.

CAD Mapping: This functionality allows for basic mapping provided by our ESRI partnership. This is a base layer only. In order for the communication between servers to take place, a Client Access Policy must be established between the Agency and ESRI. More functionality may be possible; please discuss details with your eFORCE Sales Representative.

Civil User License: Provides end user the ability to track civil payments, attempts to serve, service fees, etc.

Court User License: User license for the eFORCE® court application. A server license is also required.

Fare Enforcement License: Allows users to warn, cite, and look up histories of passenger for fare enforcement.

iOS Mobile Silent Dispatch User License: User license for the eFORCE® iOS Mobile application. Includes: CAD View, reports, and rolodex.

iOS Mobile CAD View User License: User license for the eFORCE® iOS Mobile application. Includes: reports and rolodex.

iOS Mobile AVL User License: AVL user license for the eFORCE iOS Mobile application. Includes: mapping and tracking vehicle or person location with iPad or iPhone using the built in location services in the device.

iOS Mobile eCitations User License: User license for the eFORCE® iOS Mobile application. Includes: reports and rolodex.

Jail Limited Use License: a limited use license it to be used for part-time and other users who will only need limited/occasional use of the eFORCE Jail system.

Jail User License: User License includes access to core system; admin, security, booking, movements, logs, SMT's, images, reporting, etc.

Mobile Citations: Provides the ability to electronically complete and submit citations in a mobile environment.

Mobile Handheld User: Provides the ability to electronically update unit status and completed data searches on a handheld device. Please confirm your device is supported.

Mobile Voiceless Dispatch: Mobile License includes voiceless dispatch, instant messaging to other mobile users, ability to view calls and notes, security checks, etc.

RMS Limited Use License: A limited use License is to be used for part-time personnel and other users, such as reserve officers, who will only need limited / occasional use of the eFORCE® RMS system.

RMS User License: Allows full functionality within RMS. Modules include writing reports, tracking evidence, field interviews, bicycle registration, citations, sex offenders, fare enforcement, warrants, etc.

Interface Terms and Conditions:

If Agency selected an interface and it is not listed explicitly in Schedule 1.1, it will not be included in the contract. Please refer to the specification sheet provided as an attachment to this Agreement for information on interfaces. Interface completion will be governed by this Agreement and the specification sheet.

Initial here: _____

eFORCE® will make a good faith effort to work with other vendors, state, user agencies, etc. to produce an operational interface. However, eFORCE® has no control of these entities, their schedules, fees, or technical capabilities. Unless plainly stated in this Agreement, Agency is responsible for any fees due a third party vendor. Payment of interface fees to eFORCE® only compensates for eFORCE® expenses and is not payment for the third party. Once eFORCE® has provided a verified mechanism, as per the specification sheet, for a data pull/push to eFORCE®, the interface will be considered completed.

Initial here: _____

Third Party Disclaimer

In management, development, and support of various deliverables eFORCE® is required to work with third party entities. eFORCE® claims no ownership of or financial influence over these entities, making your Agency and eFORCE® subject to their technology changes, response and timelines. In each of these third party situations, eFORCE® will make a good faith effort to provide the contracted deliverable. If for any reason the third party precludes eFORCE® from providing the deliverable, eFORCE® will not be held liable. For the protection of both your Agency and eFORCE®, a good faith effort will be provided but not exceeded.

Initial here: _____

Data Conversion Custom Deliverable Terms and Conditions:

If a data conversion is purchased, the following would apply:

Data Conversion Synopsis: Names, vehicles, and property data, along with the associated case/incident number, from your current system will be transferred into the eFORCE® database. The converted data from the old system will be viewable in eFORCE® RMS by performing a name search for an involved individual's name record. Due to the complex nature of table associations in eFORCE®, converted cases from the old system will not be editable or directly searchable by their case or event number. When a new record is entered into the eFORCE® system, converted involved data will be searchable in the system for auto population in the appropriate fields of a new event (case) record. This reduces duplicate involved data entry.

It is the Agency's responsibility to extract the data from their current system and provide it to eFORCE® in a readable format. Once the Agency administrator has been notified that the data conversion is complete, it is the Agency's responsibility to review the data conversion and notify the eFORCE® Project Manager of problems within 30 days.

Initial here: _____

Schedule 1.2: Payment Terms

Milestone	Amount Due	Due
Contract Signing /Licensing Fees and Hardware	\$36,854.01	Upfront
Completion of Software Installation / Training The eFORCE® applications are installed and operational on the Agency's server(s) or at the hosted facility. Training has been completed as defined in the Training section of this document.	Included	Upfront
Data Transfer See Data Conversion Custom Deliverable Terms and Conditions.	NA	N/A
Interface(s) See Interface(s) section: additionally: Interface Terms and Conditions. Refer to the specification sheet(s) provided as an attachment for information on interface(s). Interface completion will be governed by this agreement and the specification sheet.	NA	N/A
Custom Deliverable(s) See Custom Deliverable(s) section. Refer to the specification sheet(s) provided as an attachment for information on Custom Deliverable(s). Acceptance will be governed by this agreement and the specification sheet.	NA	N/A

Schedule 2: Contact, Leadership, and Payment Information & Statement of Work

Schedule 2.1: Contact and Leadership Information

Contact Information

Point of Contact for Agency Name

eMail

Office Phone

Cell Phone

Additional Contact Name (if applicable)

eMail

Office Phone

Cell Phone

Information Technology Name

eMail

Office Phone

Cell Phone

Leadership Information

1. If your leadership is an elected official (Sheriff), please provide the Sheriff's end of term date.
 2. If applicable, please provide the name of your Sheriff.
-

Schedule 2.2: Payment Information

1. Is this purchase grant funded?

1a. **If yes, please state any circumstances that are required by the grant.** For example, down payment rules, timing regulations, etc.

2. Please provide a short description of your payment process and schedule. For example, all invoices must be submitted to a certain individual for approval on the second Tuesday of each month and will be paid on the third Tuesday of each month, etc.

3. Is a Purchase Order (PO) number issued for payment?

3a. **If yes, will the PO number be required on billing?**

3b. **What is the process of obtaining a PO?**

4. Please provide a copy of your tax exemption certificate by attaching here; or, as late as your Kick Off Meeting.

5. Please indicate the form of invoice delivery your Agency prefers:

5a. **Please provide your Agency's billing address:**

5b. **If invoice delivery is eMail, please list all eMails required to receive the invoice:**

6. Please provide contact information for the following:

a. Individual Approving Payment

eMail

Office Phone

Cell Phone

b. Accounts Payable Contact

eMail

Office Phone

Cell Phone

Schedule 2.3: Statement of Work

Agency Name: Lavon Police Department
 State: TX
 Target Go Live Date: TBD

Agency Information

ORI [ORI]

Current Case Number [Current_Case_Number]

Reporting Standards:

- National Standard UCR
- State Specific UCR
- BIA
- NIBR
- Clery

Arrest Codes Initial Entry Method: **Import from existing customer in Agency's state**

Arrest Codes Initial Entry Methods Defined:

- Manual Agency Entry: Agency is responsible for manual entry of all arrest codes. Entry is required after setup training but before the Agency can Go Live.
 - Import from Existing Customer in Agency's State: eFORCE will import arrest codes from an existing customer in Agency's state. This requires that the arrest codes be available from a customer in Agency's state.
 - Electronic Version Provided: Agency provides a list of existing arrest codes in the state and/or municipality in the form of a .csv or Excel document. Prior to providing the list to eFORCE, Agency is required to review for accuracy and completion. Once imported, the agency must set the UCR/IBR values for each reportable code.
-

Agency Training Information

Training Method: **Onsite**

End User Training Days: **1**

Agency Hardware Information

Hardware Installation: **Agency has agreed to have server hosted**

Server Timeline, if applicable:

Hardware/Server Specifications

Server Requirements

DATABASE SERVER

Requirement	Description
Hardware	2.0GHz Quad-Core or greater, 16GB RAM, 500GB or more of available Hard Disk space
Software	Windows Server 2016, 2012, 2012 R2 SQL Server 2012, 2014, 2016, 2017 *Standard edition or higher required.

APPLICATION SERVER

Components	Requirement
Hardware	2.0GHz Quad-Core or greater, 16GB RAM, 500GB or more of available Hard Disk space
Web Server	Windows Server 2016, 2012, 2012 R2 IIS 7.0, IIS 7.5, or IIS 8
Server Extensions and Certificate	.NET Framework 4.0 and 4.5, SSL Certificate and Internet Domain

Server Requirements do not apply to eFORCE hosted customers. Some clients prefer to have both database and applications hosted from the same server. For configurations involving one server, 2.0GHz Eight-Core processors or greater with 16-32GB RAM is recommended. Software requirements are those listed for the Database Server combined with the Application Server.

The RAM requirements listed are the minimum required to operate. It could be increased when any of the following apply:

- Multiple CAD stations operating simultaneously,
- More than four users using Mobile at the same time,
- Multiple users are logged in at all times in multiple modules,
- When sharing the system with multiple agencies.

Additional Specifications:

- Data backup procedures and hard drive redundancy is best practice
- Server must be powered by a UPS
- If your agency utilizes Active Directory, the eFORCE application server and the domain controller must be on separate machines.
- We recommend consulting with eFORCE Implementations regarding the appropriate amount of memory to install based on your specific situation.

Network

It is the responsibility of the customer to provide a sufficient LAN, WAN, or Wireless network. If eFORCE® deems that if any of these networks provide insufficient speeds or connectivity it will be the customer's responsibility to upgrade or replace these networks as specified by eFORCE®.

Minimum Requirements:

- A high speed internet connection 5 Mbs download and 3 Mbs upload bandwidth (or higher) with 100ms or less Latency to the application server for support services
- An average LAN or WAN throughput speed of 10 Mbps
- Average wireless speed of no less than 1.5 Mbs for mobile devices

It is understood that eFORCE® strives to use cutting edge technology. As advancements are made with the software, eFORCE® may deem that Agency's database, network, mobile devices, and/or server are not allowing for full software functionality. As a result, Agency may be required to upgrade database, network, mobile devices, and/or server to fully utilize the software ("Upgrade Requirement"). I hereby warrant that I am an authorized representative of my agency, and the agency understands and agrees to the Upgrade Requirement.

If Mobile products are purchased, Agency understands that complete functionality requires WiFi connectivity or a mobile service provider connection, eFORCE® is not liable for delays in communications due to the strength, stability, and/or available bandwidth of your mobile network.

Domain and Security Certificate

For data security and application functionality, we require the use of an internet domain and security certificate. The agency agrees to obtain an internet domain name and security certificate. The certificate is to be made available on the server and/or installed in IIS prior to the installation of the eFORCE Software Suite. The agency also agrees to keep the security certificate up to date. Software functionality cannot be guaranteed on servers that have an outdated security certificate.

Remote Access

The agency agrees to provide access to eFORCE support personnel using one of our three allowed methods: Kaseya remote agent (provided at no additional cost by eFORCE), VPN, or RDP (both provided by agency IT). The agency also agrees to provide eFORCE support personnel with a local administrator account on the application server that is hosting the eFORCE Software Suite. This includes ensuring that accounts are kept active and accessible by eFORCE support personnel. Maintaining access to the server and keeping the administrator account active is the responsibility of the agency. Failing to provide remote access releases eFORCE of any responsibility to provide support until remote access is reestablished.

Application Access Device Requirements

Full application functionality can be acquired through any PC connected to your network, using the supported web browser of Internet Explorer 11, and set as a trusted web site. Mobile devices and other handheld units have specific layouts designed for these devices which may not include all features and functionality of eFORCE® software. If more information is needed regarding mobile devices, please feel free to talk with an eFORCE® representative.

Client/CAD Station Requirements

Components	Requirement
Windows CPU	X86 or x64 Dual or QuadCore 1.6 GHz Intel or AMD 2.0 GHz processors or higher
Mac (Intel-based) CPU	Intel Core Duo 1.83-gigahertz (GHz) or higher
Memory	4GB or more
Video	DirectX 9.0 Compatible device or higher with 1440 x 900 resolution minimum. To have Full functionality 1920 x 1080 (to view Available Units).
Monitor	Capable of handling 1920 x 1080 resolution (minimum 22 inch wide screen) <i>*Video card in workstation must support the desired resolution of the monitor.</i>
Network Connection to Server	1.5Mbs bandwidth or higher with 100ms or less Latency
Software	MS Windows 7 or newer
Browser	Internet Explorer 11

RMS Client Requirements

Components	Requirement
Windows CPU	X86 or x64 Dual or QuadCore 1.6 GHz Intel or AMD 2.0 GHz processors or

	higher
Mac (Intel-based) CPU	Intel Core Duo 1.83-gigahertz (GHz) or higher
Memory	4GB or more
Video	Capable of handling 1440 x 900 resolution <i>*Lower resolutions can be used but the overall experience is significantly affected.</i>
Monitor	Capable of handling 1440 x 900 resolution <i>*Video card in workstation must support the desired resolution of the monitor.</i>
Network Connection to Server	1.5Mbs bandwidth or higher with 100ms or less Latency
Software	MS Windows 7 or newer
Browser	Internet Explorer 11, Mozilla Firefox or Google Chrome

Supported devices:

All PC's with a Windows Operating System of Windows 7 or newer, using the supported web browsers. Internet Explorer 11 (IE11) is required for CAD. IE11, Mozilla Firefox with Mixed Content enabled and set as a trusted web site, or Google Chrome are supported for all other applications.

Handheld devices using a supported web browser with the same settings as above.

***Note: Other devices and browsers may work with the eFORCE® applications but are not supported.*

Initial here: _____

Agency Preparation Check List

Agency, please initial each item to indicate the requirement will be met prior to software installation. If not applicable, please mark "N/A" in the "Initials" box.

Initials	Item
	Have an operational network in place with a network connection ready and available for the application server(s) prior to scheduling training
	Security and virus protection
	High speed internet connection to application servers
	Data backup hardware and procedures if local install Agency (not hosted by eFORCE®)
	Wireless connectivity and an open port for mobile units and hand-held devices (if applicable)
	Provide loopback for Multi-Agency searches (if applicable)

Training

It is eFORCE® policy to complete setup/initial administration training online before end user training is to commence. End user training may be done online or onsite as indicated on the first page of the Statement of Work. eFORCE® requires that all customers go live following their end user training. eFORCE® Project Manager will handle all go live procedures.

Agency Training Requirements Check List

Agency, please initial each item to indicate the requirement will be met prior to software installation. If not applicable, please mark "N/A" in the "Initials" box.

Initials	Item
	Computers for users- can be desktops or laptops
	Provide facility for training (Onsite)
	Area that will accommodate all Officers comfortably (Onsite)
	Power hookups for Projector & Computer (network connection recommended) (Onsite)
	Screen or wall to project onto if a projector is needed (Onsite)

Standard onsite training will generally be no more than a 1/2 day for each application.

Standard class size is 10-15 users; more users may require additional classes that will be coordinated with the eFORCE® Training Manager.

Training schedule coordination will take place between the eFORCE® Training Manager and the agency.

Training may occur anytime Monday-Friday 8:00 AM-5:00 PM.

Features and/or Functionality

eFORCE[®] makes every effort to ensure that our customers understand what capabilities are included in our software applications. However, it is possible, even with the best efforts of our representatives, that there may be a **miscommunication** on how specific functionality or capabilities are performed in the eFORCE[®] applications.

As a new customer, if there is any functionality that has not been demonstrated to your satisfaction please prepare a list of these items and submit with this document. Any customizations must be listed in the Custom Deliverable(s) section of this document.

Features and/or Functionality Demonstration

I am an authorized representative for my agency and hereby warrant that the following statements are true and correct.

Please initial the statement that is accurate. If not applicable, please mark "N/A" in Initials box.

Only initial ONE BOX. Write "N/A" in the other.

These are opposing statements.

Initials	Statement
	There are no features or functionality which is required as part of our purchasing decision that has not been demonstrated to our Agency's satisfaction.

OR

Initials	Statement
	There are features or functionality which is required as part of our purchasing decision that has not been demonstrated to our Agency's satisfaction. They are set forth in a list submitted herewith, or have been defined in the Custom Deliverables section of this document.

As an authorized representative for my agency, I hereby certify that I have read, understand, and warrant that the option selected in the previous statement as indicated by my initials is complete and accurate. I understand that if there are features or functionality required as a part of our purchasing decision that has not been demonstrated to my Agency's satisfaction, that they are to be set forth in a list submitted herewith, or are to be defined in the Custom Deliverables section of this document; otherwise, I agree that there are no features or functionality which is required as part of our purchasing decision that has not been demonstrated to my Agency's satisfaction.

Lavon Police Department

Signed By: _____
Authorized Representative

Printed Name: _____



CITY OF LAVON

Agenda Brief

MEETING: November 3, 2020

ITEM: 6 – D

Item:

CONSENT AGENDA

Grant a fifteen-foot water line easement to Bear Creek Special Utility District on 5.1 acres of city-owned property abutting and south of McClendon Rd., CCAD Property ID 1250005, Lavon, Texas.

Background

The City of Lavon is working with Bear Creek Special Utility District (Bear Creek SUD) to bring water service to the City’s Public Works structure that is located on the City’s 5.1 acre parcel behind the Police and Fire Departments. During the course of planning, Bear Creek SUD requested that the City provide a fifteen-foot (15’) easement for an existing water line that runs parallel and adjacent to the right of way of FM 2755 or McClendon Road. See exhibit below:



In 2006, with the final plat of the Heritage East “A” Phase 1 Addition of Grand Heritage, the developer dedicated a 15’ water line easement on either side of the 5.1 acre parcel. A copy of the final plat is enclosed.

Financial Implication

There is no cost to the City associated with the provision of the requested easement.

Staff Notes

The City Engineer has reviewed the proposed easement and approval is recommended.

Attachments: Proposed Water Line Easement document
 Final Plat

BEAR CREEK SUD
P.O. BOX 188
LAVON, TEXAS 75166

BCSUDMap#	_____
Location:	_____
Account#	_____
Survey/Abstract:	_____
Property ID:	_____

RIGHT OF WAY EASEMENT

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF Collin

THAT City of Lavon, (hereinafter called "Grantors"), in consideration hereof and for one dollar (\$1.00) and other good and valuable consideration paid by Bear Creek Special Utility District (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors and assigns, a non-exclusive perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove a water line(s) over and across those portions of Grantors' property 5.1 acres of land, more particularly described in an instrument recorded in Document 2011 0531000 556260 of the Official Records of Collin County, Texas, which are either already within an area or easement in which there exists a waterline previously constructed by Grantee or contiguous at all points to a public road or right-of-way and/or necessary to the construction of the line hereon contemplated, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted provided that Grantee shall minimize use of Grantors' adjacent lands and shall not interfere with. The easement hereby granted shall not exceed fifteen feet (15') in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land fifteen feet (15') in width the center line thereof being the original pipe line as installed.

DRAFT

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF, the said Grantors have executed this instrument this _____ day of _____ 20__.

Grantors Signature

Vicki Sanson, Mayor

Printed or Typed Signature

THE STATE OF TEXAS]
COUNTY OF _____]

This instrument was acknowledged before me on the _____ day of _____ 20__, by

Notary Public, State of Texas

IN WITNESS WHEREOF, the said Grantors have executed this instrument this _____ day of _____ 20__.

Grantors Signature

DRAFT

Printed or Typed Signature

THE STATE OF TEXAS]
COUNTY OF _____]

This instrument was acknowledged before me on the _____ day of _____ 20__, by

Notary Public, State of Texas

*****SPACE BELOW IS FOR OFFICE USE ONLY*****

After recording please return to:
Bear Creek Special Utility District
P. O. Box 188
Lavon, TX 75166

15' UTILITY EASEMENT

S.M. RAINIER SURVEY
CG# 94-008625
O.R.C.C.T.

IF.M. HWY. 2755
(VARIABLE WIDTH PUBLIC ROW)
DIRS

S 89°28'05" E 667.17'



DRAFT

DRURY ANG. SURVEY
ABSTRACT NO. 2-3

(N 85°37' E 446.94')
N 85°44'09" E 446.94'



03:21:36 PM D1 1/3

When recorded return to:

Susie Lecroy
Petro-Hunt, LLC
1601 Elm Street, Suite 3400
Dallas, TX 75201

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

SPECIAL WARRANTY DEED

Date: May 8, 2011

Grantor: World Land Developers, LP, a Texas limited partnership, 1601 Elm Street, Suite 3400, Dallas, Texas 75201

Grantee: City of Lavon, 695 Main Street, #400, Lavon, Texas 75166

Consideration: TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

Being all that certain lot, tract or parcel of land located in the Drury Anglin Survey, Abstract No. 2, Lavon, Collin County, Texas and being the same tract of land described in Deed to Robert C. Lea, recorded in Instrument No. 93-0032886, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped "RPLS 5310" set in the south line of Main Street, a variable width public right-of-way, at the northwest corner of said Lea Tract, same being a northerly corner of Heritage East "A", Phase I Addition, an Addition to the City of Lavon, Collin County, Texas according to the plat thereof recorded in Volume 2006, Page 323, Map Records, Collin County, Texas;

THENCE South 85 deg. 51 min. 35 sec. East, along the south line of said Main Street, a distance of 405.37 feet to a 1/2 inch iron rod found at the northeast corner of said Lea Tract, same being a northerly corner of said addition;

THENCE South 04 deg. 44 min. 43 sec. East, a distance of 493.05 feet to a 1/2 inch iron rod with a plastic cap stamped "RPLS 5310" set at the southeast corner of said Lea Tract,

same being an interior "ELL" corner of said addition, from which a 1/2 inch iron rod found for reference bears North 85 deg. 44 min, 09 sec. East, a distance of 0.40 feet;

THENCE South 85 deg. 44 min. 09 sec. West, a distance of 446.94 feet to a 1/2 inch iron rod found at the southwest corner of said Lea Tract, same being an interior "ELL" corner of said addition;

THENCE North 00 deg. 03 min. 44 sec. East, a distance of 553.86 feet to the PLACE OF BEGINNING and CONTAINING 5.100 acres of land, more or less.

Reservations from and Exceptions to Conveyance and Warranty: All Matters of Record

Grantor, grants, bargains, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by through or under Grantor, but not otherwise.

World Land Developers, LP, a
Texas limited partnership

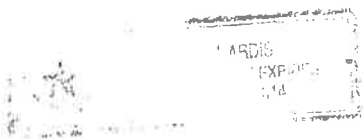
By: World Land Developers GP, LLC, its
general partner

By: Alan Bain
Alan Bain, Vice President

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me on the 18th day of May, 2011 by Alan Bain, Vice President of World Land Developers GP, LLC, general partner of World Land Developers, LP, a Texas limited partnership.

Linda Andis
NOTARY PUBLIC, STATE OF TEXAS



UNOFFICIAL

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
05/31/2011 03:21:36 PM
\$24.00 CLUNA
20110531000556260



Stacey Kemp

FINAL PLAT
HERITAGE EAST 'A', PHASE 1
ADDITION

OUT OF THE
DRURY ANGLIN SURVEY, ABSTRACT NO. 2
CITY OF LAVON, COULIN COUNTY, TEXAS
49,275 ACRES / 237 LOTS
COMMON AREAS NO. 1 THRU NO. 12
TRACT A, BLOCK A & TRACT A, BLOCK B

OWNER/DEVELOPER: WORLD LAND DEVELOPERS, L.P.
10645 S. WESTWOOD
DALLAS, TEXAS 75240
(214) 860-8626
FAX (214) 961-1560

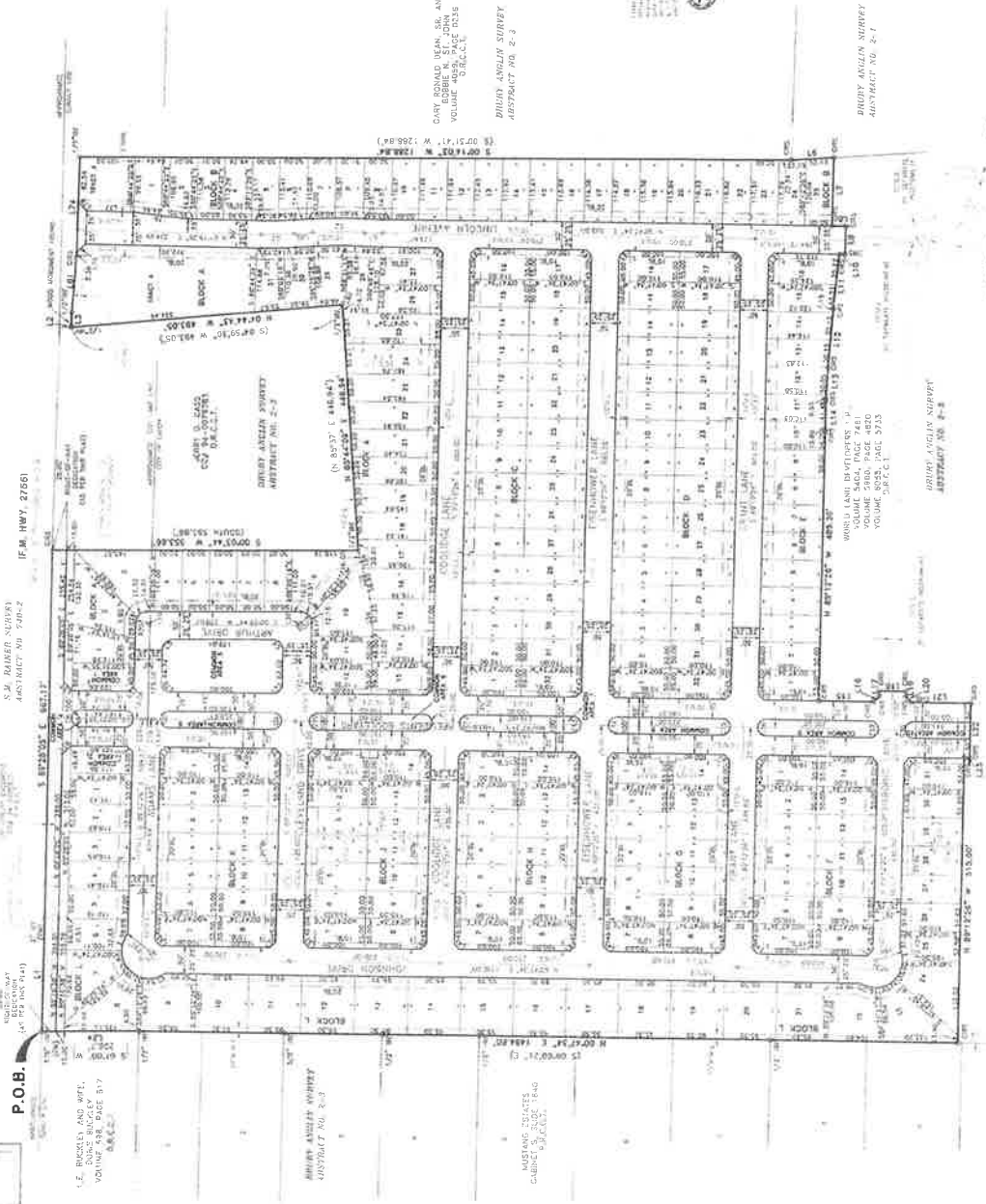
ENGINEER/SURVEYOR: **Carter/Burgess**
CARTER & BURGESS, INC.
1202 W. WILSON STREET, SUITE 200
DALLAS, TEXAS 75202
(214) 521-1212

MAY 2006

FILE NO. 01-7143

SHEET 1 OF 2

Tables containing survey data, bearings, distances, and area calculations for various lots and blocks. Includes a table with columns for 'BLOCK', 'LOT', 'AREA', and 'TOTAL AREA'.



NOT TO SCALE



SCALE IN FEET
1" = 100'

LEGEND table defining symbols used in the plat, such as '1/4\"/>

WORLD LAND DEVELOPERS, L.P.
VOLUME 8256, PAGE 768
VOLUME 8255, PAGE 232
D.R.C.C.T.

MUSTANG LISTINGS
CARTER & BURGESS, INC.
P.O. BOX 1640
DALLAS, TEXAS 75201

NOTE:
1. THE SCALING BAR FOR THIS SURVEY IS RECORDING NUMBER
2. ALL COMMON AREAS TO BE SURVEYED AND MAINTAINED BY
3. LOCAL GOVERNMENT JURISDICTION BOUNDARY



CITY OF LAVON Agenda Brief

MEETING: November 3, 2020

ITEM: 7 - A

Item:

Discussion and action regarding the final plat of the RaceTrac Addition on 4.261 acres of land consisting of two lots at 1000 SH 78 (also referred to as 9930 SH 78), out of the WAS Bohannon Survey, Abstract No. 121, CCAD Property IDs 2675083, 2593398, 2133957, 2664025 and a portion of 2664090, southwest of the intersection of SH 78 and SH 205, City of Lavon, Texas, requested by RaceTrac Petroleum.

Application Information

Owner(s): RaceTrac Petroleum, Inc.

Applicant: Tyler Day, Urban Structure

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)
ABS A0121 W A S Bohannon Survey Sheet 3, Tract 80, 1.3514 acres, Tract 54, .9878 acres, Tract 68, .3828 acres, Tr 79, 1.8657 acres, and a portion of Tract 72, (CCAD Property IDs 2675083, 2593398, 2133957, 2664025 and a portion of 2664090 respectively)

Current Zoning: Retail (R)

Request: Final Plat

Request Details

The applicant is seeking approval of a final plat for Phase 1 of the RaceTrac Addition, comprised of 2 commercial lots on 4.261 acres. The final plat conforms to the approved zoning and preliminary plat. The development is located on the southwest corner of the intersection of SH 78 and SH 205.

Code Excerpts:

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

Sec. 212.004. PLAT REQUIRED. (a) The owner of a tract of land located within the limits or in the extraterritorial jurisdiction of a municipality who divides the tract in two or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared. A division of a tract under this subsection includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method. A division of land under this subsection does not include a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated.

Code Excerpts:

CITY OF LAVON – SUBDIVISION ORDINANCE

Section 4.04 FINAL PLAT

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

Staff Notes:

On June 2, 2020, the City Council approved the preliminary plat of the RaceTrac Addition containing 3 commercial lots on 5.899 acres. Access to the development is provided on SH 78 and SH 205 with cross access easements provided.

The development will provide for the extension of public infrastructure systems for water and sanitary sewer.

The proposed final plat and construction plans were reviewed by the staff development review committee and the City’s consulting engineer. The final plat meets all technical requirements and complies with the zoning and subdivision regulations. The applicant has satisfied all engineering notes.

Planning and Zoning Commission Report – October 27, 2020

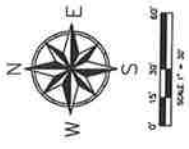
MOTION: RECOMMEND APPROVAL OF THE FINAL PLAT OF THE RACETRAC ADDITION ON 4.261 ACRES OF LAND CONSISTING OF TWO LOTS AT 1000 SH 78 (ALSO REFERRED TO AS 9930 SH 78), OUT OF THE WAS BOHANNAN SURVEY, ABSTRACT NO. 121, CCAD PROPERTY IDS 2675083, 2593398, 2133957, 2664025 AND A PORTION OF 2664090, SOUTHWEST OF THE INTERSECTION OF SH 78 AND SH 205, CITY OF LAVON, TEXAS.

**MOTION MADE: NABORS
SECONDED: SMITH
APPROVED: UNANIMOUS**

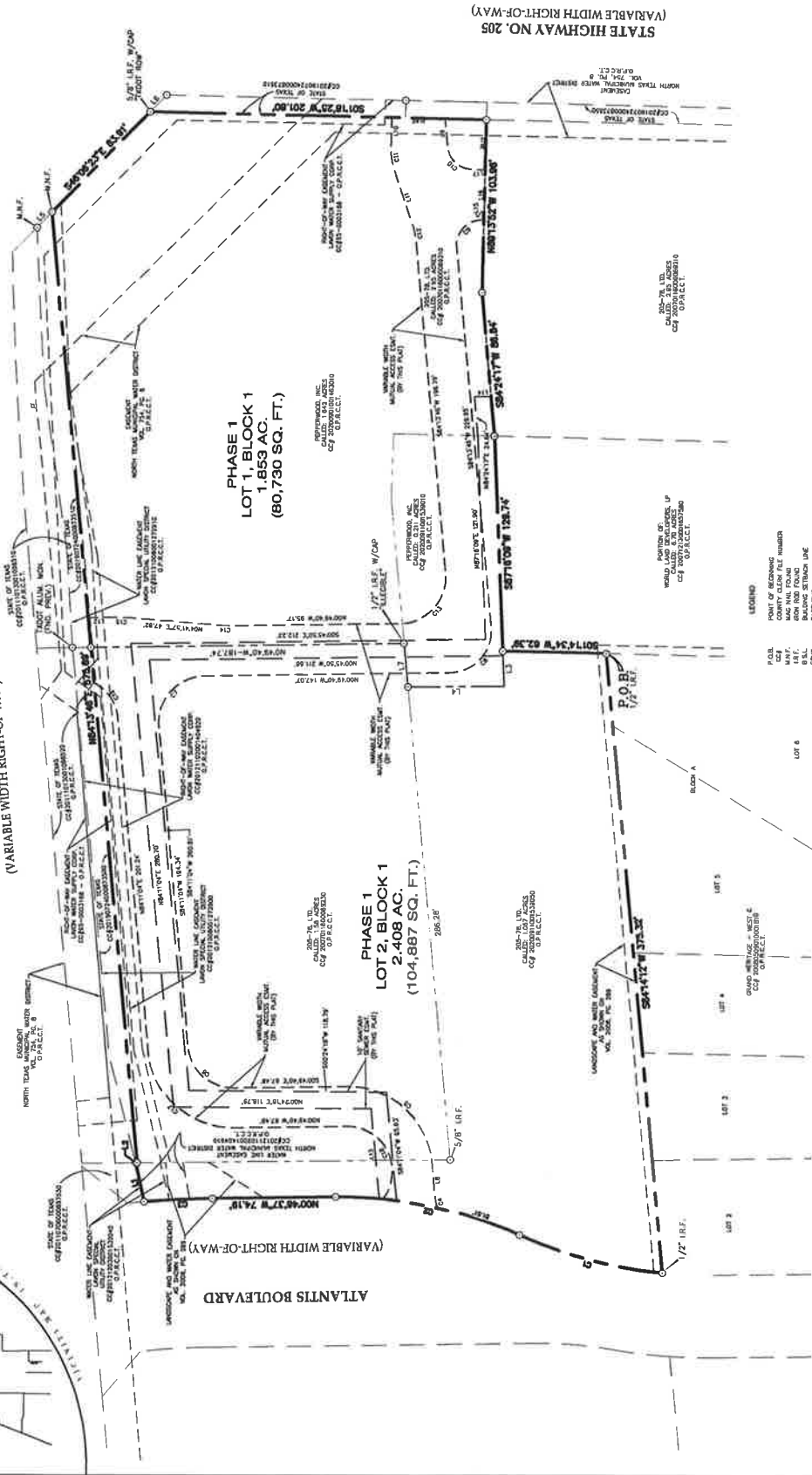
Approval is recommended subject to satisfaction of the City Engineer’s notes, review and approval of the civil engineering plans.

Attachments:

1. Final Plat
2. Location Exhibits
3. Application
4. Engineer's correspondence



STATE HIGHWAY NO. 78
(VARIABLE WIDTH RIGHT-OF-WAY)



ENGINEER:
 URBAN STRUCTURE
 8140 WALNUT HILL LANE, STE. 905
 ATLANTA, GEORGIA 30339
 PHONE: 214-285-3775

DEVELOPER:
 RACETRAC PETROLEUM, INC.
 200 GALLERIA PARKWAY SE, STE. 900
 ATLANTA, GEORGIA 30339
 PHONE: 770-431-7600

OWNER:
 205-78, LTD.
 7995 LUNA FREWAY, STE 250
 BALUS, TEXAS 75251

OWNER:
 PEPPERWOOD, INC.
 200 GALLERIA PARKWAY SE, STE. 900
 ATLANTA, GEORGIA 30339
 PHONE: 770-431-7600

LEGEND

POB POINT OF BEGINNING
 C&G COUNTY CLERK FILE NUMBER
 W.P. WATER COURSE
 H.P. HIGH AND POWER LINE
 B.S.L. BUILDING SETBACK LINE
 O.P.R.C. OFFICIAL PUBLIC RECORDS
 1/2" 400' 800' 3200' CAP
 STAMPED 'LEGAL 530' (UNLESS NOTED)

LINE	TYPE	LENGTH	AREA	BEARING	DATE
L1	1/2" IRF	24.00'	0.00	S 89° 54' 00" W	12/17/17
L2	1/2" IRF	24.00'	0.00	S 89° 54' 00" W	12/17/17
L3	1/2" IRF	24.00'	0.00	S 89° 54' 00" W	12/17/17
L4	1/2" IRF	24.00'	0.00	S 89° 54' 00" W	12/17/17
L5	1/2" IRF	24.00'	0.00	S 89° 54' 00" W	12/17/17
L6	1/2" IRF	24.00'	0.00	S 89° 54' 00" W	12/17/17
L7	1/2" IRF	24.00'	0.00	S 89° 54' 00" W	12/17/17
L8	1/2" IRF	24.00'	0.00	S 89° 54' 00" W	12/17/17
L9	1/2" IRF	24.00'	0.00	S 89° 54' 00" W	12/17/17
L10	1/2" IRF	24.00'	0.00	S 89° 54' 00" W	12/17/17

LINE	TYPE	LENGTH	AREA	BEARING	DATE
L1	1/2" IRF	24.00'	0.00	S 89° 54' 00" W	12/17/17
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L3	1/2" IRF	24.00'	0.00	S 89° 54' 00" W	12/17/17
L4	1/2" IRF	24.00'	0.00	S 89° 54' 00" W	12/17/17
L5	1/2" IRF	24.00'	0.00	S 89° 54' 00" W	12/17/17
L6	1/2" IRF	24.00'	0.00	S 89° 54' 00" W	12/17/17
L7	1/2" IRF	24.00'	0.00	S 89° 54' 00" W	12/17/17
L8	1/2" IRF	24.00'	0.00	S 89° 54' 00" W	12/17/17
L9	1/2" IRF	24.00'	0.00	S 89° 54' 00" W	12/17/17
L10	1/2" IRF	24.00'	0.00	S 89° 54' 00" W	12/17/17

UNPRODUCED LAND USE
 LOT 1-4, C&G SURVEY/ADJACENT TO STATE HIGHWAY NO. 78

GENERAL NOTES:
 1. THIS PLAT IS A PART OF THE RACETRAC ADDITION, ABSTRACT NUMBER 121, CITY OF LAVON, COLLIN COUNTY, TEXAS.
 2. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACTS OF TEXAS AND THE RULES OF PROFESSIONAL CONDUCT OF THE BOARD OF SURVEYING AND ENGINEERING REGULATION OF TEXAS.
 3. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACTS OF TEXAS AND THE RULES OF PROFESSIONAL CONDUCT OF THE BOARD OF SURVEYING AND ENGINEERING REGULATION OF TEXAS.

O'NEAL SURVEYING CO.
 1010194132
 1010194132
 WWW.ONEALSURVEYING.COM

Future Land Use Plan

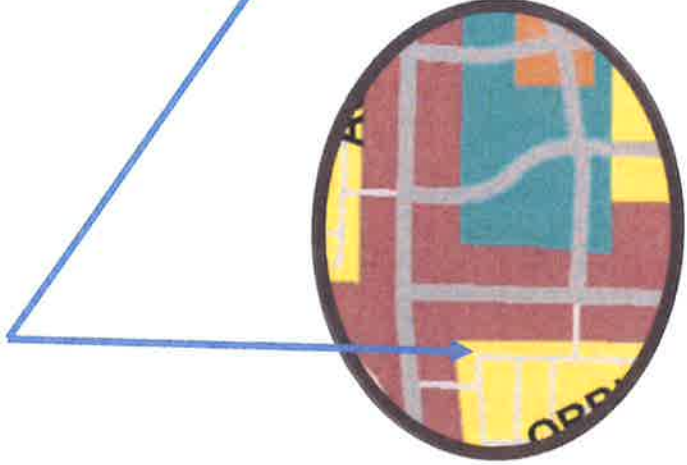
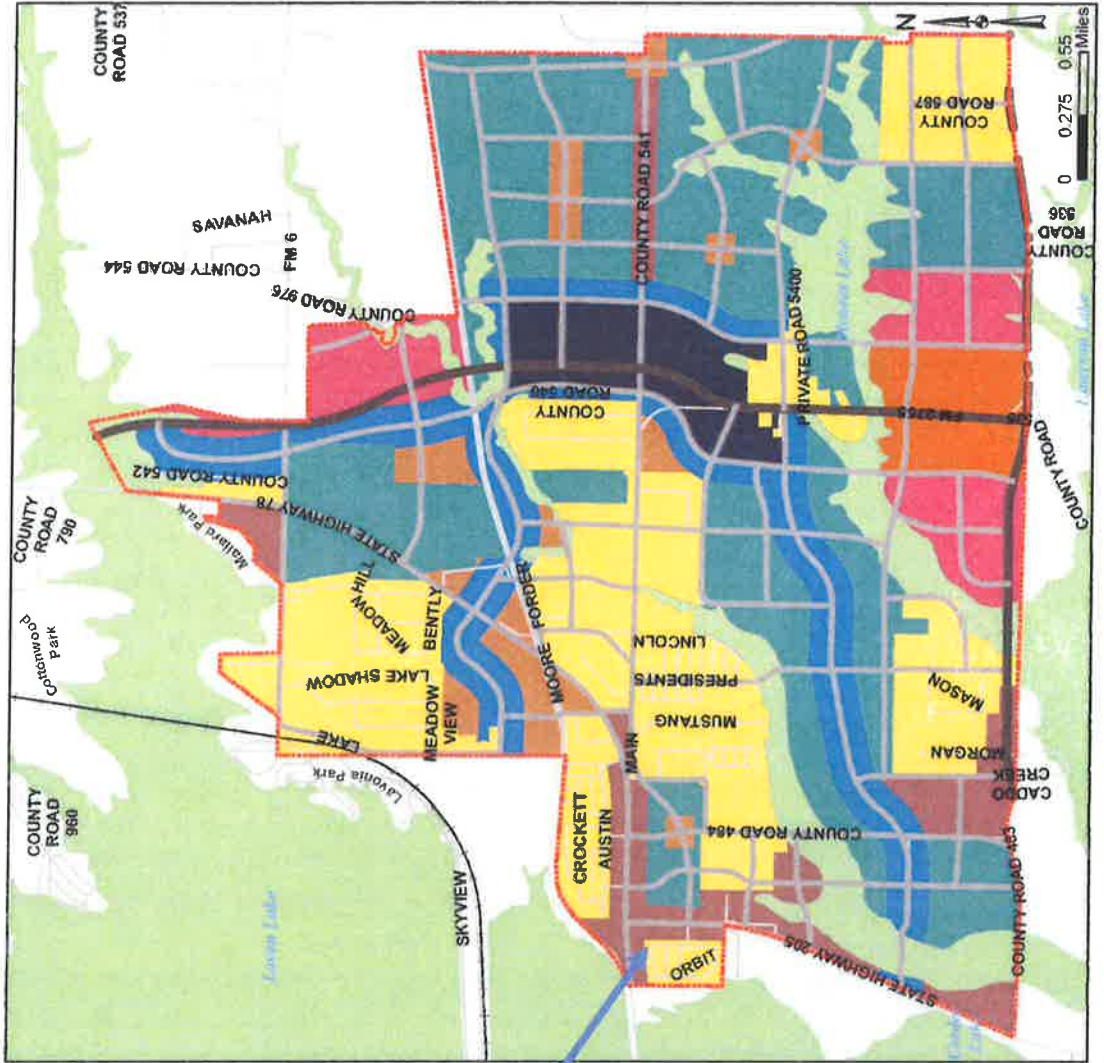
Final Plat RaceTrac Petroleum Phase 1

Lavon Future Land Use Plan

Source: Ideation Planning, Lee Engineering, 2019



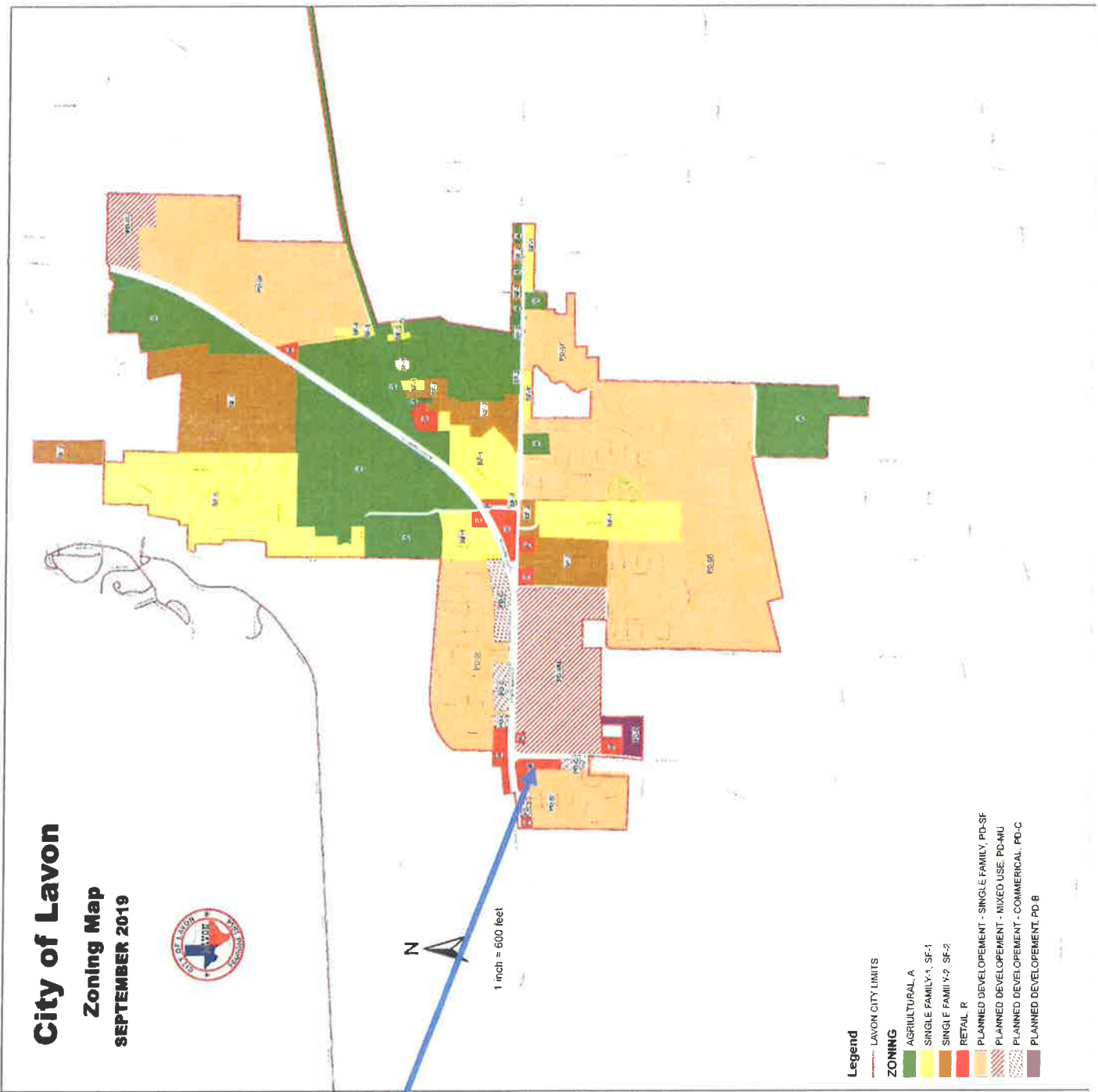
- Legend**
- Floodplain
 - Creative Lakes District
 - Lake Connector Corridor
 - Regional Mixed-Use 1
 - Regional Mixed-Use 2
 - City Village
 - Commercial
 - Existing Neighborhood
 - Potential Future Lavon
 - KCS Railway
 - MTP Roadway
 - NETEX Transportation Corridor
 - Freeway (Collin County)

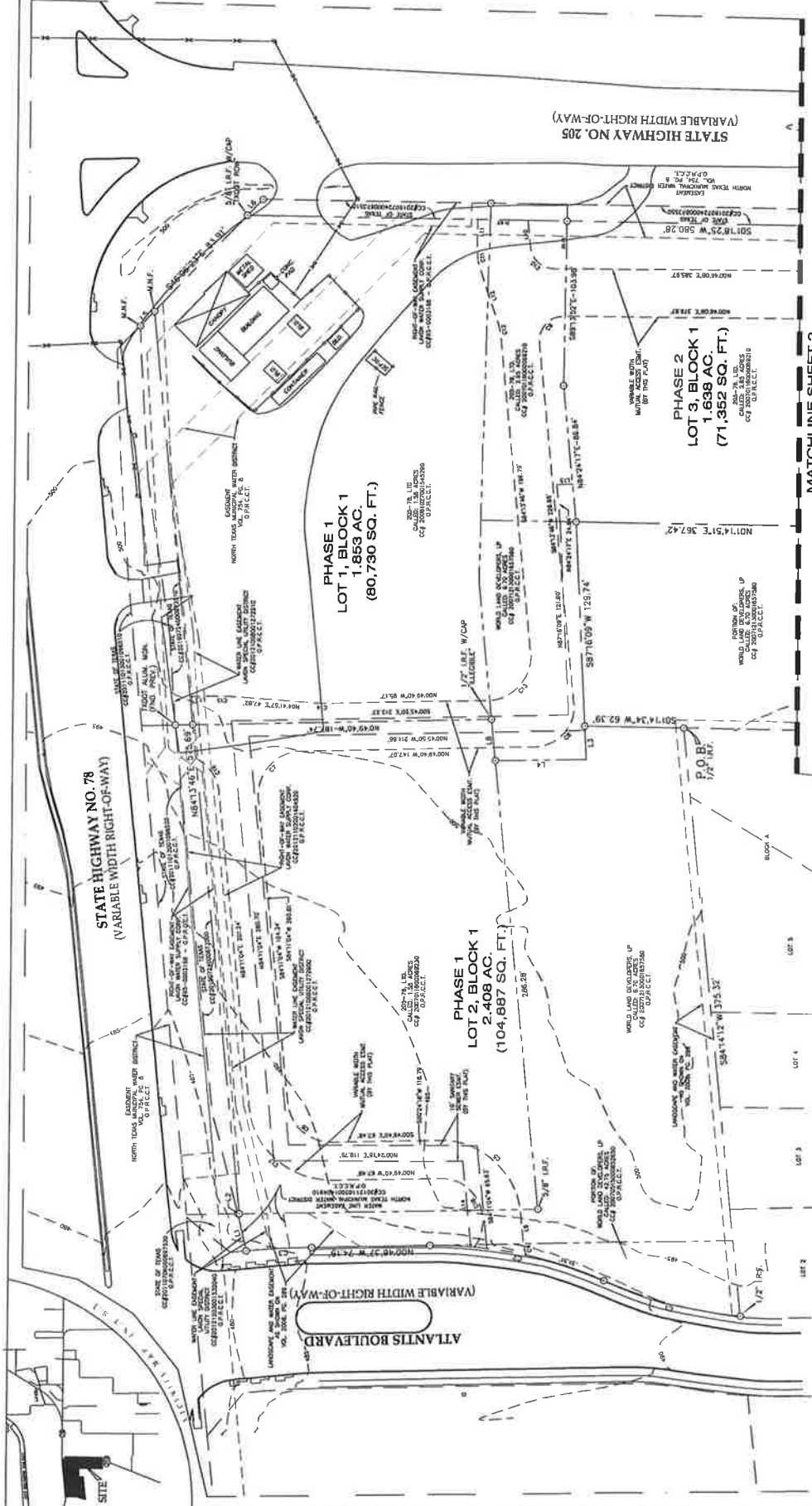
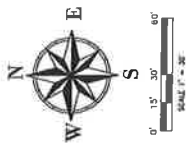


A comprehensive plan shall not constitute a zoning regulation or establish zoning district boundaries.

Zoning Map

RaceTrac Petroleum





PRELIMINARY PLAT
LOTS 1-3, BLOCK 1
RACETRAC ADDITION
 BOHANNAN SURVEY, ABSTRACT NUMBER 121
 CITY OF LAVON, COLLIN COUNTY, TEXAS

SCALE: 1"=30' APRIL, 2020 SHEET 1 OF 2

ENGINEER:
 URBAN SURVEYORS
 8140 WALNUT HILL LANE, STE. 905
 DALLAS, TX 75231
 PHONE: 214-595-5775

DEVELOPER:
 RACETRAC, INC.
 200 GALLERIA PARKWAY SE, STE. 800
 ATLANTA, GEORGIA 30339
 770-431-7600

OWNER:
 WORLD LAND DEVELOPERS, LP
 1601 ELM STREET, STE. 3400
 DALLAS, TEXAS 75201

MATCHLINE SHEET 2

LEGEND

POLE POINT OF BEGINNING
 BENCH MARK
 IRREGULAR BOUNDARY
 EASEMENT
 EASEMENT
 COLLIN COUNTY, TEXAS
 COLLIN COUNTY, TEXAS

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
U1	N 77° 00' 00" E	24.00	U1	N 88° 30' 00" W	48.00
U2	S 81° 00' 00" E	13.17	U2	S 81° 00' 00" E	13.17
U3	S 81° 00' 00" E	23.28	U3	N 88° 30' 00" W	46.56
U4	N 88° 30' 00" W	46.56	U4	S 81° 00' 00" E	13.17
U5	S 81° 00' 00" E	13.17	U5	S 81° 00' 00" E	13.17
U6	S 81° 00' 00" E	13.17	U6	S 81° 00' 00" E	13.17
U7	N 88° 30' 00" W	46.56	U7	S 81° 00' 00" E	13.17
U8	S 81° 00' 00" E	13.17	U8	S 81° 00' 00" E	13.17
U9	S 81° 00' 00" E	13.17	U9	S 81° 00' 00" E	13.17
U10	S 81° 00' 00" E	13.17	U10	S 81° 00' 00" E	13.17

DATE	DESCRIPTION	BY	DATE	DESCRIPTION	BY	DATE	DESCRIPTION	BY
01/15/20	INITIAL	ASL	01/15/20	INITIAL	ASL	01/15/20	INITIAL	ASL
01/15/20	INITIAL	ASL	01/15/20	INITIAL	ASL	01/15/20	INITIAL	ASL
01/15/20	INITIAL	ASL	01/15/20	INITIAL	ASL	01/15/20	INITIAL	ASL
01/15/20	INITIAL	ASL	01/15/20	INITIAL	ASL	01/15/20	INITIAL	ASL
01/15/20	INITIAL	ASL	01/15/20	INITIAL	ASL	01/15/20	INITIAL	ASL
01/15/20	INITIAL	ASL	01/15/20	INITIAL	ASL	01/15/20	INITIAL	ASL
01/15/20	INITIAL	ASL	01/15/20	INITIAL	ASL	01/15/20	INITIAL	ASL
01/15/20	INITIAL	ASL	01/15/20	INITIAL	ASL	01/15/20	INITIAL	ASL
01/15/20	INITIAL	ASL	01/15/20	INITIAL	ASL	01/15/20	INITIAL	ASL
01/15/20	INITIAL	ASL	01/15/20	INITIAL	ASL	01/15/20	INITIAL	ASL

PROPOSED LAND USE: COMMERCIAL OFFICE
 UP TO 2-4 TO BE DETERMINED

ONEAL SURVEYING CO.
 P.O. BOX 264
 6001 W. IRLAND AVENUE
 DALLAS, TEXAS 75249
 WWW.ONEALSURVEYING.COM



CITY OF LAVON

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

PLAT APPLICATION

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

Company Making Submission			Property Owner		
Name: <u>Urban Structure</u>			Name: <u>RaceTrac Petroleum Inc.</u>		
Address: <u>8140 Walnut Hill Lane, Suite 905</u>			Address: <u>200 Galleria Parkway SE, Suite 900</u>		
City/State/Zip: <u>Dallas, Texas 75231</u>			City/State/Zip: <u>Atlanta, Georgia 30339</u>		
Phone #: <u>214-396-2120</u>		Fax #: _____	Phone #: <u>770-431-7600</u>		Fax #: _____
Authorized Person: <u>Tyler Day</u>			Authorized Person: <u>Brian Thornton</u>		
Type of Submission			Date		
<input type="checkbox"/> Preliminary Plat					
<input checked="" type="checkbox"/> Final Plat					
<input type="checkbox"/> Re-Submittal					
<input checked="" type="checkbox"/> Construction Plans					
<input type="checkbox"/> Other					
Check List of Items Submitted					
<input checked="" type="checkbox"/> (two) full size sets of plats (24x36)					
<input checked="" type="checkbox"/> (two) full size construction sets (24x36)					
<input checked="" type="checkbox"/> (one) half size sets of plats (11x17)					
<input checked="" type="checkbox"/> (ten) half size sets of plats with final submission (11x17)					
<input checked="" type="checkbox"/> (one) PDF plats (on separate CD's)					
<input checked="" type="checkbox"/> (one) PDF construction plans (can be included on plat CD)					
Pricing					
Preliminary Plat: C*D*		\$500.00 plus \$5.00 per lot (Plus engineer review costs)			
Final Plat: C*D*		\$500.00 plus \$5.00 per lot plus \$50.00 filing fee (Plus engineer review costs)			
Re-Plat: C*D*		\$325.00 plus \$5.00 per lot plus \$50.00 filing fee (Plus engineer review costs)			
Public Infrastructure Inspection: C*E*		4 percent of project or Cost (whichever is greater)			
<small>C* Costs shall include the actual costs to the City plus a 10 percent administrative fee. These fees shall be in addition to the permit fee required. D* A deposit of \$500.00 shall be required to cover engineers review, with additional costs to be billed upon engineers recommendation. Any portion of the deposit not used shall be refunded after the engineer's recommendation. E* An estimate of the testing and inspection shall be made at the time of the engineers review of construction plans and a deposit equal to that amount shall be due before any construction may begin, with additional costs to be billed when the costs are incurred.</small>					
NOTICE TO APPLICANT: Any approval will be issued based on the information furnished in this application and on any submitted plats. It is subject to the provisions and requirements of the City of Lavon Code of Ordinances (# 2002-01-03) and any other applicable ordinances of the City, regardless of information and/or plans submitted.					
Authorized Representative (Printed Name)		Authorized Representative (Signature)			Date:
<u>Tyler Day</u>					<u>10/5/2020</u>
To be completed by the City					
In Takers Name:					
In takers Review Date:	PW Review Date:	COO Review Date:	Engineer Review Date:	P&Z Review Date:	Council Action Date:
<input type="checkbox"/> Accepted	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved
<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected
Comments:					



CITY OF LAVON

P.O. Box 340 – 120 School Rd. – Lavon, TX 75166

Office 972-843-4220 – Inspection 972-853-0855

Email: leann.mcclendon@cityoflavon.org

PLAT APPLICATION

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

Declaration of Ownership

Date: 10/5/2020

To the City of Lavon
Collin County, Texas

This letter will serve as notice that I/we, RaceTrac Petroleum Inc., am/are the owner (s) of record of the property described in the attached survey documentation, submitted with this form, for the purpose of any future proposed request (s) relating to this property.

Signature (Owner)

Signature (Owner)

Signature (Owner)

The State of ~~Texas~~ Georgia
County of Cobb

Before me, the undersigned authority, appeared Brian Thornton
on this the 5th day of October, 2020



Notary Public in and for Cobb County, ~~Texas~~ Georgia

RECEIVED

OCT 07 2020

CITY OF LAVON



CITY OF LAVON

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

PLAT APPLICATION

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

Authorization of Representation

Date: 10/5/2020

To the City of Lavon
Collin County, Texas

This letter will serve as notice that I/we, RaceTrac Petroleum Inc., am/are the owner (s) of record of the property described in the attached survey documentation, submitted with this form, and do hereby authorize Urban Structure to represent me (us) and my (our) interests in the property described in the attached exhibits (s) for the expressed purpose of this request.

Brian Thornton
Signature (Owner)

Signature (Owner)

Signature (Owner)

The State of ~~Texas~~ Georgia
County of Cobb

Before me, the undersigned authority, appeared Brian Thornton,
on this the 5th day of October, 2020.

Marietta E. Mctaw
Notary Public in and for Cobb County, ~~Texas~~ Georgia



October 13, 2020

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

Re: RaceTrac Addition - 2 Lots, 4.261 Acres
Final Plat

Dear Ms. Dobbs:

As requested, we have reviewed the revised Final Plat, dated September, 2020 as prepared by O'Neal Surveying Co. and Construction Plans dated August 28, 2020 as prepared by Urban Structure for the above referenced property. The property is located at the southwest corner of SH 78 and SH 205. Our comments are as follows:

Paving & Joiting Plan (C3.1)

1. The medium duty pavement section reinforcement should be changed to #4 bars @ 18" o.c.e.w.

Storm Sewer Plan (C6)

2. The storm sewer plan includes underground detention utilizing aluminized steel Type 2 (ALT2) pipe. This will limit the discharge to the existing TxDOT system to no greater than the current discharge amount.

Site Photometry Plan (SP-1)

3. The photometric plan is referenced in the standard detail sheet SD2. This shows that light intensity should be approximately 0.0 – 0.1 foot candles (fc) at the south and west property lines.

This concludes our review of the above referenced Final Plat and Construction Plans. **We recommend approval of the Final Plat and Construction Plans.** The plans have been submitted to TxDOT for comments and permitting. A copy of the permit approval should be provided to the City.

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

Ms. Kim Dobbs
RaceTrac Addition, Final Plat
October 13, 2020
Page 2 of 2

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

Sincerely,
FREEMAN-MILLICAN, INC.

A handwritten signature in blue ink that reads "Mark D. Hill, P.E." with a stylized flourish at the end.

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

Cc: David Carter, Mike Jones, Danny Anthony, Tyler Day, Andrew Malzer, Douglas Barrilleaux

F:\17024 - LAV General Servies\9 - ReviewRaceTrac\RaceTrac Addition - Final Plat Review - Rev 0.docx

August 11, 2020

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

Re: RaceTrac Addition - 2 Lots, 4.261 Acres
Preliminary Final Plat and Plan Review

Dear Ms. Dobbs:

As requested, we have reviewed the Preliminary submission of the Final Plat, dated June, 2020 as prepared by O'Neal Surveying Co. and Construction Plans dated July 14, 2020 as prepared by Urban Structure for the above referenced property. The property is located at the southwest corner of SH 78 and SH 205. Our comments are as follows:

Cover Sheet

1. Within the Utility Providers box, the Sanitary Sewer section should be updated to reflect the Public Works Department.
2. The contact name for the Public Works department should be updated to David Carter.
3. The Fire District should be Lavon Volunteer Fire Department.

Land Title Survey

4. The property address incorrectly references Tarrant County.

Final Plat

5. The iron pin located at the southwest corner at Atlantis is identified as IRF in the drawing and IRS in the description. This should be corrected.

General Notes (G1)

6. Engineer to verify Top Tank Elevation.
7. Under Structure Types, the City of Rockwall is incorrectly referenced.
8. Note 9 under Paving & Striping Notes – Engineer to verify that this is the correct rule. We typically see TAS 2012.
9. Note 11 under Utility Notes – Pipe entrances shall conform to City of Lavon standards.
10. Note 15 under Utility Notes – Ductile iron pipe used for sanitary sewer shall be lined with Protecto 401 or equal.

11. Note 19 under Utility Notes – Manholes shall conform to Lavon Standards General Note 4.
12. To prevent conflict and contractor confusion, we recommend removal of any notes that are redundant in respect to City of Lavon Standards and include a note that in the event of conflict, the City of Lavon Standards govern.

Demolition Plan (C2)

13. Demolition within TxDOT Right-of-Way will require TxDOT permit.
14. Note 11 – Any irrigation appurtenance removed within the Atlantis ROW is to be replaced with minimal downtime.
15. A landscape plan is not required to be provided for Lot 2. This will be provided with development of this lot.
16. Offsite landscape will consist or replacement of any grass, bushes, trees that are removed for the project. Grass is to be sodded with like species in all offsite disturbed areas.
17. The limits of disturbed area shall be addressed for erosion control purposes.

Site Plan (C3.0)

18. The access point to SH 78 and SH 205 will require a TxDOT permit.
19. Add note to Site plan that perimeter sidewalks to be included in TxDOT SH 205 widening project.
20. The proposed driveways are shown to be constructed to the proposed pavement to be constructed with the SH 205 widening project. Temporary asphalt transitions for the proposed driveways to the existing SH78 and SH 205 pavement should be shown.
21. The note “APPROX. LOCATION OF FUTURE TXDOT TURN LANE” along SH 78 points to 2 dashed lines – engineer to verify if the lighter weight line represents the sidewalk or is part of the turn lane.
22. Engineer to note that the monument signs require a separate sign permit.
23. Site Note 1 – Collin County should be removed from this note.

Paving & Jointing Plan (C3.1)

24. A street header should be constructed at the termination of the future cross access pavement.
25. The pavement section is being changed to a 6” concrete pavement on 8” flexible base in lieu of the 6” or 7” pavement on 4” flexible base as shown on the plans. This change is acceptable. However, reinforcement should be changed to #4 bars @ 18” o.c.e.w., including the 8” driveway section.
26. The Legend appears to have incorrect detail references.

27. Notes 5 & 6 may not be applicable with the modified pavement sections.

Grading Plan (C4)

28. There appears to be a small area in the southwest corner of Lot 1 that has grading beyond the property line. Written permission from the adjacent property owner should be obtained. A copy of the permission should be provided to the City for its records.

29. The driveway connections to SH 205 and the SH 78 right turn lanes should be verified in relation to the proposed pavement elevation.

Existing Drainage Area Map (C5)

30. Engineer should verify "C" value of 0.61 for Area 2.

Drainage Area Map (C5.1)

31. It is our understanding that the Engineer is working with TxDOT to determine any detention requirements. It appears that the entire site will be conveyed to the SH 78 storm sewer system.

32. It appears that a portion of area OS-3 is conveyed to the new driveway at Atlantis. Engineer to verify that flooding at the intersection is not an issue.

Storm Sewer Plan (C6)

33. Connection to the TxDOT storm sewer requires a TxDOT permit.

Storm Sewer Profile (C6.1)

34. There is a discrepancy in pipe material. This should be corrected.

35. The data for the segment from 0+00 to 0+60 appears to be in error. Engineer to verify.

Utility Plan (C7)

36. The fire hydrant at the SH 205 entrance can be moved north as requested via email.

37. Utility Notes – water system to conform to BCSUD standards.

Utility Profile (C7.1)

38. Embedment note should be SDR 26 PVC, not HDPE.

39. The sewer data (see near 3+00) should be completed. We recommend that the flow data be provide in gpm, not cfs per industry standard. Similar data should be provided at each segment between manholes.

Erosion Control Plan (C8)

40. Note 5 should include TxDOT.

RaceTrac Standard Details (SD2)

41. Details 7 and 8 refer to a photometric plan. This should be provided as part of the construction plans for City review.

RaceTrac Standard Details (SD3)

42. These details may conflict with City of Lavon Standard Details. Any conflicting details should be removed or otherwise noted that City of Lavon details prevail, unless otherwise approved by the City.

This concludes our review of the above referenced Preliminary submission of the Final Plat and Construction Plans. A copy of the sheets associated with comments is attached for your use.

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

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

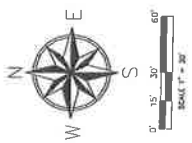
Sincerely,
FREEMAN-MILLICAN, INC.



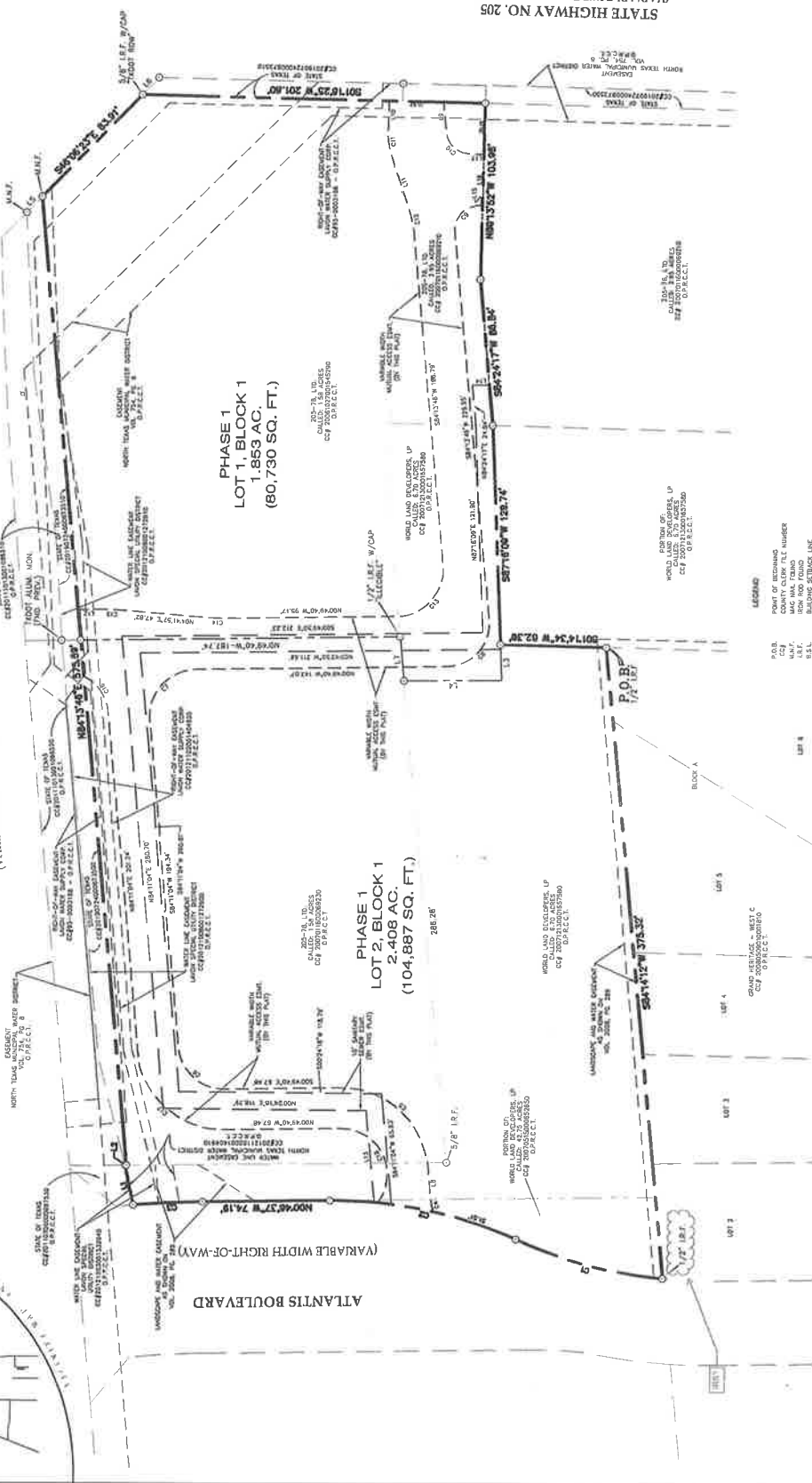
Mark D. Hill, P.E.
Consulting City Engineer

Cc: David Carter, Mike Jones, Danny Anthony, Tyler Day, Andrew Malzer, Douglas Barrilleaux

F:\17024 - LAV General Services\9 - Review\RaceTrac\RaceTrac Addition - Preliminary Plan Review - Rev 0.docx



STATE HIGHWAY NO. 78
(VARIABLE WIDTH RIGHT-OF-WAY)



PHASE 1
LOT 1, BLOCK 1
1,853 AC.
(80,730 SQ. FT.)

PHASE 1
LOT 2, BLOCK 1
2,408 AC.
(104,887 SQ. FT.)

STATE HIGHWAY NO. 205
(VARIABLE WIDTH RIGHT-OF-WAY)

FINAL PLAT
LOTS 1 & 2, BLOCK 1
RACETRAC ADDITION
4.588 ACRES OF LAND OUT OF THE
WAS. BOVANNAN TRACT, NUMBER 121
CITY OF LAVON, COLLIN COUNTY, TEXAS
SCALE: 1"=30' JUNE, 2020 SHEET 1 OF 2

ENGINEER:
URBANSURVEYING CO., INC.
8140 WALNUT HILL LANE, SUITE 905
DALLAS, TX 75231
PHONE: 214-295-5775

DEVELOPER:
EASTERN PARK COLLEGE, INC.
200 GALLERIA PARKWAY, SUITE 900
ATLANTA, GEORGIA 30339
770-431-7800

OWNER:
WORLD LAND DEVELOPERS, LP
1601 ELM STREET, SUITE 3400
DALLAS, TEXAS 75231

LEGEND

POINT OF BEGINNING
C.O.B.
MAG WILFORDS
S.S.L.
BUILDING SETBACK LINE
DASHED LINE
DASHED LINE
DASHED LINE
STANDARD "LEGAL BOUNDARY" (UNLESS NOTED)

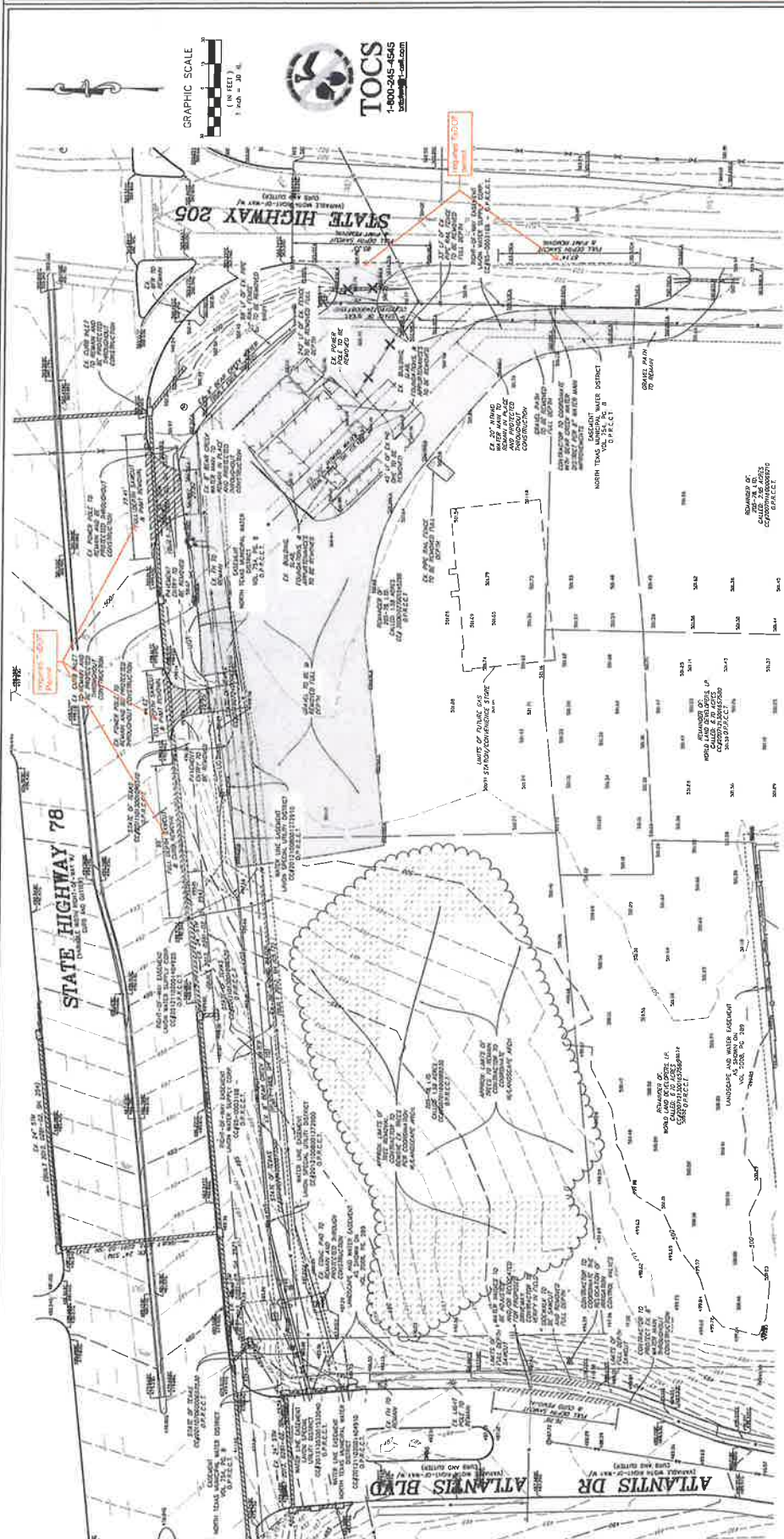
LINE NAME	LENGTH	BEARING	LINE NAME	LENGTH	BEARING
1	107.742	S 10° 17' 49" E	11	107.742	S 10° 17' 49" E
2	30.000	S 10° 17' 49" E	12	30.000	S 10° 17' 49" E
3	107.742	S 10° 17' 49" E	13	107.742	S 10° 17' 49" E
4	107.742	S 10° 17' 49" E	14	107.742	S 10° 17' 49" E
5	107.742	S 10° 17' 49" E	15	107.742	S 10° 17' 49" E
6	107.742	S 10° 17' 49" E	16	107.742	S 10° 17' 49" E
7	107.742	S 10° 17' 49" E	17	107.742	S 10° 17' 49" E
8	107.742	S 10° 17' 49" E	18	107.742	S 10° 17' 49" E
9	107.742	S 10° 17' 49" E	19	107.742	S 10° 17' 49" E
10	107.742	S 10° 17' 49" E	20	107.742	S 10° 17' 49" E

CHAIN	STATION	BEARING	LENGTH	CH. BEG.	CH. END	AREA	PERIMETER	CH. BEG.	CH. END	AREA	PERIMETER
1	1	S 10° 17' 49" E	107.742	1	11	11,312.00	107.742	1	11	11,312.00	107.742
2	1	S 10° 17' 49" E	30.000	1	2	3,000.00	30.000	1	2	3,000.00	30.000
3	1	S 10° 17' 49" E	107.742	1	12	11,312.00	107.742	1	12	11,312.00	107.742
4	1	S 10° 17' 49" E	107.742	1	13	11,312.00	107.742	1	13	11,312.00	107.742
5	1	S 10° 17' 49" E	107.742	1	14	11,312.00	107.742	1	14	11,312.00	107.742
6	1	S 10° 17' 49" E	107.742	1	15	11,312.00	107.742	1	15	11,312.00	107.742
7	1	S 10° 17' 49" E	107.742	1	16	11,312.00	107.742	1	16	11,312.00	107.742
8	1	S 10° 17' 49" E	107.742	1	17	11,312.00	107.742	1	17	11,312.00	107.742
9	1	S 10° 17' 49" E	107.742	1	18	11,312.00	107.742	1	18	11,312.00	107.742
10	1	S 10° 17' 49" E	107.742	1	19	11,312.00	107.742	1	19	11,312.00	107.742
11	1	S 10° 17' 49" E	107.742	1	20	11,312.00	107.742	1	20	11,312.00	107.742

PROCESSED LAND USE:
LOT 1 - GAS STATION/CONVENIENCE STORE
LOT 2 - TO BE DETERMINED

GENERAL NOTES:
1. THIS SURVEY AND GRID COORDINATES SHOWN HEREON
OF 1983, NORTH CENTRAL ZONE.

ONEAL SURVEYING CO.
10101 W. 14TH STREET
ATLANTA, GA 30341
WWW.ONEALSURVEYING.COM



DEMOLITION LEGEND

- EXISTING PARALLEL ROADWAY TO BE DEMOLISHED TO EXISTING CENTERLINE
- EXISTING PARALLEL ROADWAY TO BE DEMOLISHED TO EXISTING RIGHT-OF-WAY
- EXISTING PARALLEL ROADWAY TO BE DEMOLISHED TO EXISTING RIGHT-OF-WAY WITH EXISTING SIDEWALKS
- EXISTING PARALLEL ROADWAY TO BE DEMOLISHED TO EXISTING RIGHT-OF-WAY WITH EXISTING SIDEWALKS AND CURBS
- EXISTING PARALLEL ROADWAY TO BE DEMOLISHED TO EXISTING RIGHT-OF-WAY WITH EXISTING SIDEWALKS AND CURBS AND UTILITIES
- EXISTING PARALLEL ROADWAY TO BE DEMOLISHED TO EXISTING RIGHT-OF-WAY WITH EXISTING SIDEWALKS AND CURBS AND UTILITIES AND STRUCTURAL ELEMENTS
- EXISTING PARALLEL ROADWAY TO BE DEMOLISHED TO EXISTING RIGHT-OF-WAY WITH EXISTING SIDEWALKS AND CURBS AND UTILITIES AND STRUCTURAL ELEMENTS AND ASBESTOS
- EXISTING PARALLEL ROADWAY TO BE DEMOLISHED TO EXISTING RIGHT-OF-WAY WITH EXISTING SIDEWALKS AND CURBS AND UTILITIES AND STRUCTURAL ELEMENTS AND ASBESTOS AND DEMOLITION PLAN

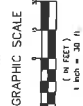
DEMOLITION NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL MATERIALS TO BE REMOVED, SUCH THAT THE IMPROVEMENTS SHOWN ON THIS PLAN WILL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE REGULATIONS AND STANDARDS.
2. THE CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS INVOLVED AND IS RESPONSIBLE FOR OBTAINING AND CARRYING THE PERMITS IN AN APPROVED MANNER.
3. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES EXPOSED TO THE EXISTING ADJACENT PROPERTIES AT ALL TIMES.
4. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES EXPOSED TO THE EXISTING ADJACENT PROPERTIES AT ALL TIMES.
5. ALL AREAS WHERE PAYMENTS STRUCTURES, UTILITIES, OR OTHER STRUCTURES HAVE BEEN REMOVED SHALL BE RECONSTRUCTED TO ORIGINAL OR BETTER CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.
6. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES EXPOSED TO THE EXISTING ADJACENT PROPERTIES AT ALL TIMES.
7. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES EXPOSED TO THE EXISTING ADJACENT PROPERTIES AT ALL TIMES.
8. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES EXPOSED TO THE EXISTING ADJACENT PROPERTIES AT ALL TIMES.
9. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES EXPOSED TO THE EXISTING ADJACENT PROPERTIES AT ALL TIMES.
10. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES EXPOSED TO THE EXISTING ADJACENT PROPERTIES AT ALL TIMES.
11. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES EXPOSED TO THE EXISTING ADJACENT PROPERTIES AT ALL TIMES.
12. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES EXPOSED TO THE EXISTING ADJACENT PROPERTIES AT ALL TIMES.
13. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES EXPOSED TO THE EXISTING ADJACENT PROPERTIES AT ALL TIMES.
14. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES EXPOSED TO THE EXISTING ADJACENT PROPERTIES AT ALL TIMES.
15. THE CONTRACTOR IS RESPONSIBLE TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS IN THE REMOVAL/DEMOLITION OF MATERIALS.

ASBESTOS NOTES:

THE CONTRACTOR SHALL VERIFY THE PRESENCE OF ASBESTOS IN ALL MATERIALS TO BE DEMOLISHED. IF ASBESTOS IS FOUND, THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE AGENCIES AND FOLLOW ALL REGULATORY REQUIREMENTS. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES EXPOSED TO THE EXISTING ADJACENT PROPERTIES AT ALL TIMES.

TOCS
 1-800-246-4645
 tocs@toconline.com



- SITE NOTES**
- ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF LAYON REGULATIONS AND CODES AND C.E.S.A. STANDARDS.
 - CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF ALL STRUCTURES, UTILITIES, EXISTING AND PROPOSED.
 - EXISTING UTILITIES WITHIN CONSTRUCTION LIMITS ARE TO BE MAINTAINED. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UTILITIES INCLUDING BUT NOT LIMITED TO WATER, SEWER, GAS, AND TELEPHONE. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
 - ALL CURB DIMENSIONS ARE TO THE FACE OF EXTERIOR OF CURB UNLESS OTHERWISE NOTED.
 - ALL DIMENSIONS ARE TO THE FACE OF STRUCTURAL DIM.
 - CONTRACTOR SHALL MAINTAIN EXISTING PAVEMENT GRADE AND FINISHES.

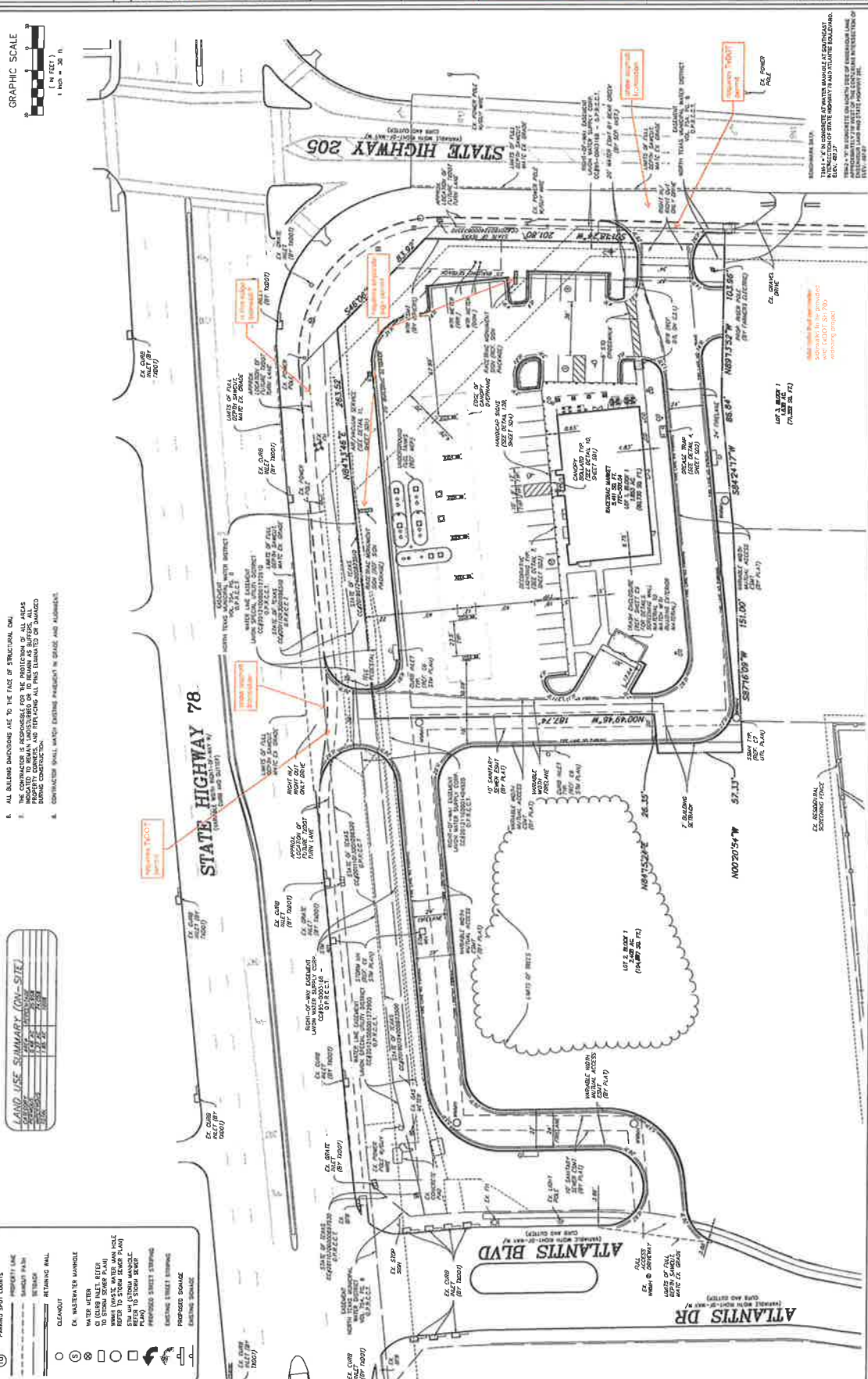
PARKING SUMMARY	
EXISTING	0
PROPOSED	0
TOTAL	0

SITE DESIGN STANDARDS	
MINIMUM DRIVEWAY WIDTH	10'-0"
MINIMUM DRIVEWAY CLEARANCE	7'-0"
MINIMUM DRIVEWAY SLOPE	2%
MINIMUM DRIVEWAY FINISH	ASPHALT
MINIMUM DRIVEWAY CURB FINISH	CONCRETE
MINIMUM DRIVEWAY SIDEWALK FINISH	CONCRETE
MINIMUM DRIVEWAY SIDEWALK WIDTH	5'-0"
MINIMUM DRIVEWAY SIDEWALK SLOPE	2%
MINIMUM DRIVEWAY SIDEWALK FINISH	CONCRETE

LAND USE SUMMARY (ON-SITE)	
EXISTING	0
PROPOSED	0
TOTAL	0

LEGEND

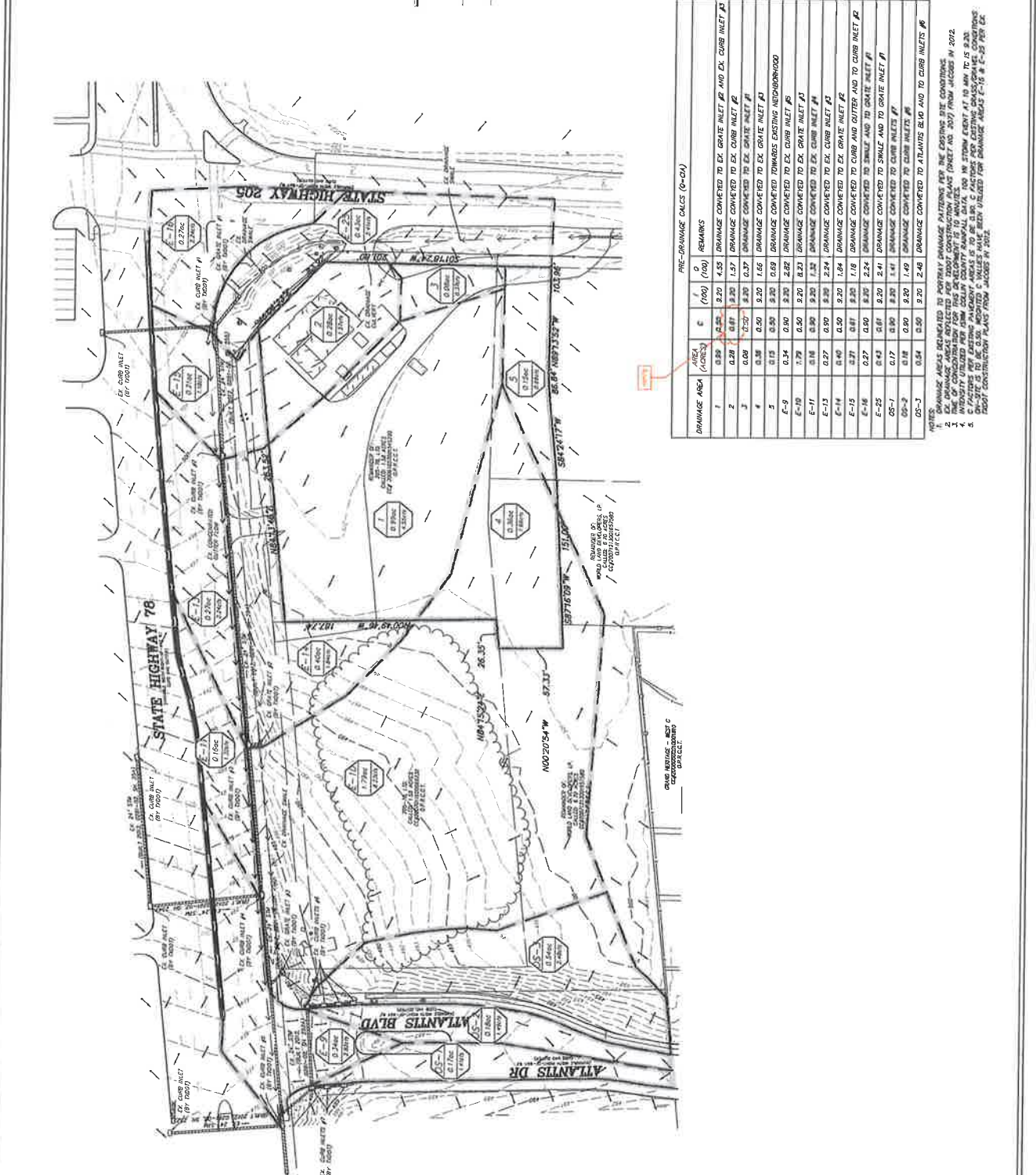
	PROPOSED CONCRETE DRIVEWAY
	PROPOSED CONCRETE CURB
	PROPOSED CONCRETE SIDEWALK
	PROPOSED CONCRETE LIGHT POLE
	PROPOSED CONCRETE SPOT COUNT
	PROPOSED CONCRETE RAMP
	PROPOSED CONCRETE RETAINING WALL
	PROPOSED CONCRETE CLEANOUT
	PROPOSED CONCRETE WATER METER
	PROPOSED CONCRETE STORM DRAIN
	PROPOSED CONCRETE STORM MANHOLE
	PROPOSED CONCRETE STORM VALVE
	PROPOSED CONCRETE STORM METER
	PROPOSED CONCRETE STORM VALVE
	PROPOSED CONCRETE STORM METER
	PROPOSED CONCRETE STORM VALVE
	PROPOSED CONCRETE STORM METER



DRAINAGE LEGEND
 AREA DESIGNATION
 DRAINAGE AREA IN ACRES
 100 YEAR RUN OFF RATE

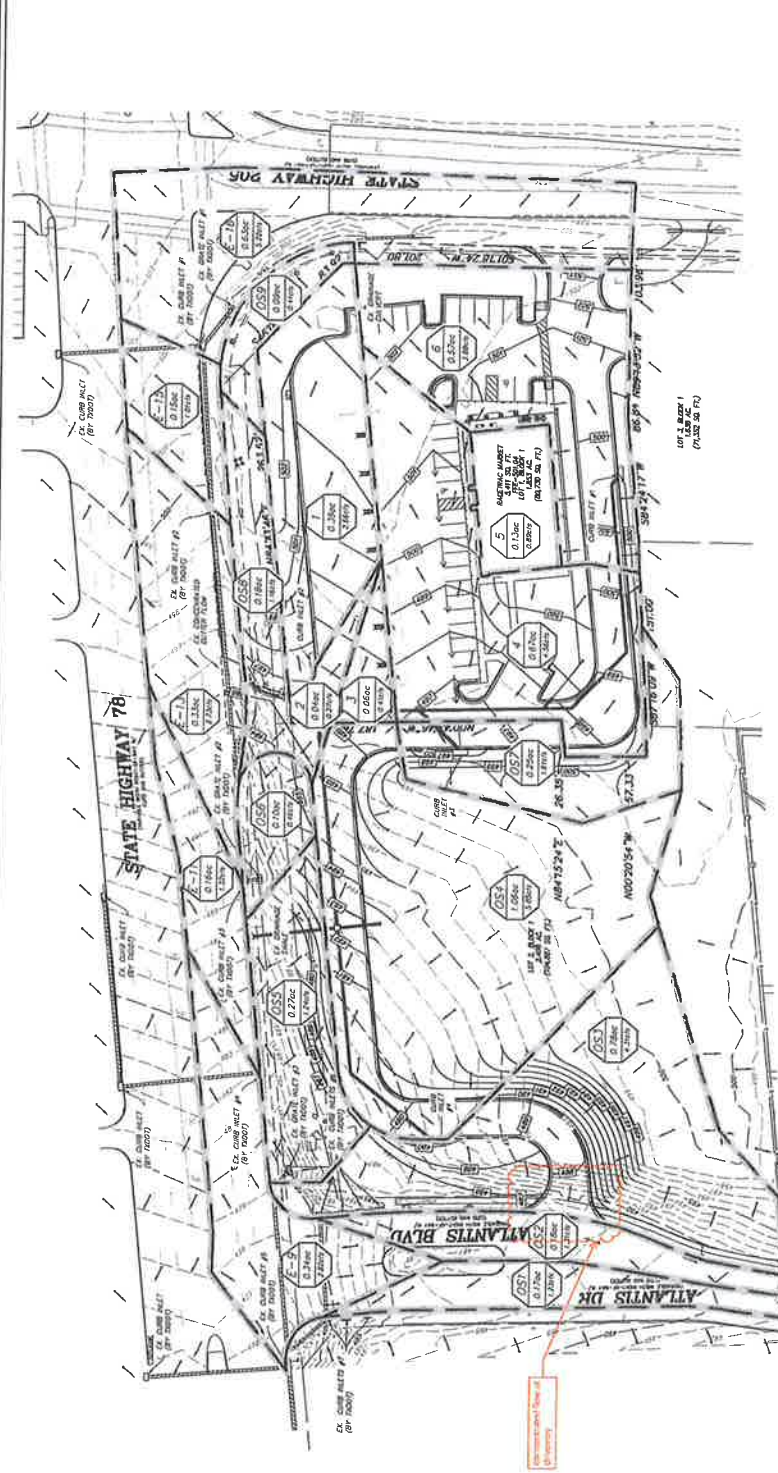
DRAINAGE AREA DELINEATION
 FLOW PATTERN
 FLOW PATH
 EX. CONTOUR

GRAPHIC SCALE
 1 inch = 40 ft.
 (IN FEET)



DRAINAGE LEGEND
 AREA DESIGNATION
 DRAINAGE AREA IN ACRES
 100 YEAR RUN OFF RATE
 DRAINAGE AREA DENIGATION
 FLOW PATTERN
 FLOW PATH
 EX. CONTOUR
 PROP. CONTOUR

GRAPHIC SCALE
 1" = 100'

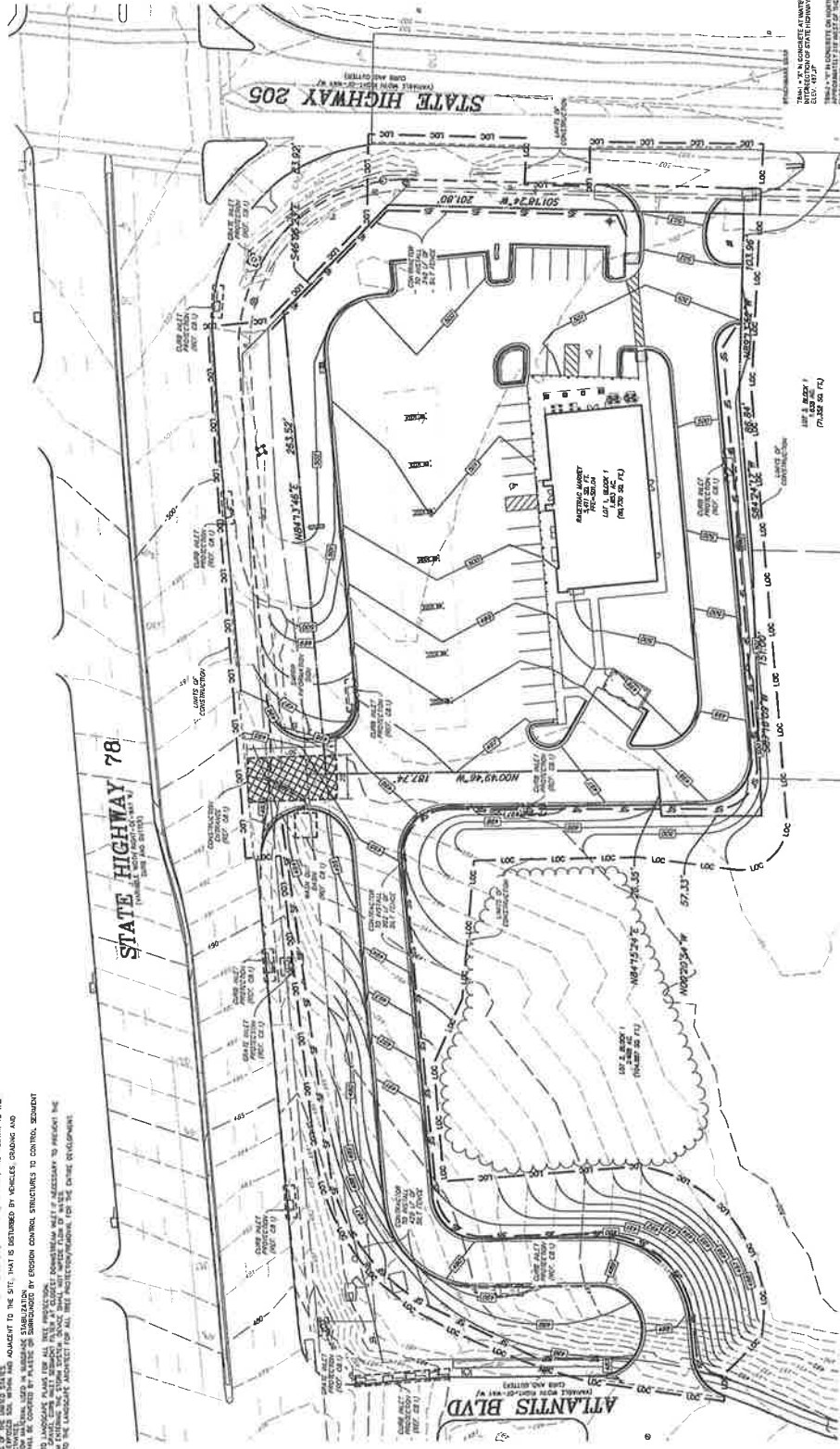
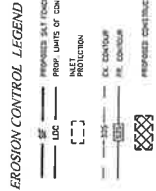


DRAINAGE AREA	POST-DRAINAGE GAUGES (0=0.0)															
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	0.39	0.74	4.82	1.38	5.82	1.68	6.54	1.86	7.55	2.16	8.37	2.42	9.20	2.66	10.00	10.00
2	0.04	0.74	4.82	0.14	5.82	0.17	6.54	0.19	7.55	0.22	8.37	0.25	9.20	0.27	10.00	10.00
3	0.06	0.74	4.82	0.21	5.82	0.23	6.54	0.25	7.55	0.28	8.37	0.31	9.20	0.34	10.00	10.00
4	0.67	0.74	4.82	2.39	5.82	2.89	6.54	3.24	7.55	3.74	8.37	4.14	9.20	4.56	10.00	10.00
5	0.13	0.74	4.82	0.48	5.82	0.56	6.54	0.63	7.55	0.72	8.37	0.81	9.20	0.88	10.00	10.00
6	0.17	0.74	4.82	0.62	5.82	0.74	6.54	0.83	7.55	1.02	8.37	1.18	9.20	1.33	10.00	10.00
7	0.20	0.74	4.82	0.74	5.82	0.89	6.54	1.02	7.55	1.22	8.37	1.38	9.20	1.53	10.00	10.00
8	0.26	0.74	4.82	0.92	5.82	1.09	6.54	1.26	7.55	1.52	8.37	1.78	9.20	2.07	10.00	10.00
9	0.30	0.74	4.82	1.09	5.82	1.27	6.54	1.46	7.55	1.78	8.37	2.07	9.20	2.44	10.00	10.00
10	0.35	0.74	4.82	1.27	5.82	1.48	6.54	1.71	7.55	2.07	8.37	2.44	9.20	2.90	10.00	10.00
11	0.40	0.74	4.82	1.47	5.82	1.70	6.54	1.98	7.55	2.41	8.37	2.90	9.20	3.47	10.00	10.00
12	0.45	0.74	4.82	1.67	5.82	1.94	6.54	2.20	7.55	2.83	8.37	3.47	9.20	4.15	10.00	10.00
13	0.50	0.74	4.82	1.87	5.82	2.19	6.54	2.43	7.55	3.37	8.37	4.15	9.20	4.94	10.00	10.00
14	0.55	0.74	4.82	2.07	5.82	2.43	6.54	2.70	7.55	3.74	8.37	4.94	9.20	5.84	10.00	10.00
15	0.60	0.74	4.82	2.27	5.82	2.68	6.54	3.00	7.55	4.14	8.37	5.84	9.20	6.84	10.00	10.00
16	0.65	0.74	4.82	2.47	5.82	2.94	6.54	3.26	7.55	4.52	8.37	6.84	9.20	7.94	10.00	10.00

NOTES:
 1. DRAINAGE AREAS INDICATED TO POTENTIAL DRAINAGE PATTERNS FOR PROPOSED SITE CONDITIONS.
 2. OFF-SITE DRAINAGE AREAS COLLECTED PER DATA FROM EXISTING CONSTRUCTION PLANS (SHEET NO. 203).
 3. ALL DRAINAGE AREAS ARE TO BE CONFORMED TO THE 100 YEAR RUN OFF RATE.
 4. ALL INFLOW TO DRAINAGE AREAS SHALL BE CALCULATED BY USING 0.30 FOR PERMEEVE COEFFICIENT AND 0.50 FOR IMPERMEABLE COEFFICIENT. USE 100 YEAR RUN OFF RATE FOR DRAINAGE AREAS.
 5. DRAINAGE AREAS SHALL BE CALCULATED BY USING 0.30 FOR PERMEEVE COEFFICIENT AND 0.50 FOR IMPERMEABLE COEFFICIENT. USE 100 YEAR RUN OFF RATE FOR DRAINAGE AREAS.

EROSION CONTROL GENERAL NOTES

1. THE EROSION CONTROL PLAN HAS BEEN PREPARED TO PREVENT POLLUTION OF STORM WATER.
2. THE EROSION CONTROL PLAN HAS BEEN PREPARED TO PREVENT POLLUTION OF STORM WATER.
3. THE EROSION CONTROL PLAN HAS BEEN PREPARED TO PREVENT POLLUTION OF STORM WATER.
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30. THE EROSION CONTROL PLAN HAS BEEN PREPARED TO PREVENT POLLUTION OF STORM WATER.



EROSION CONTROL PLAN	
PROJECT NO.	9830 STATE HWY 78
CLIENT	RACETRAC & XX "LAWN"
LOCATION	SAC STATE HWY 78 & STATE HWY 205
DATE	
SCALE	AS SHOWN
DESIGNED BY	
CHECKED BY	
DATE	
PROJECT NO.	9830 STATE HWY 78
CLIENT	RACETRAC & XX "LAWN"
LOCATION	SAC STATE HWY 78 & STATE HWY 205
DATE	
SCALE	AS SHOWN
DESIGNED BY	
CHECKED BY	
DATE	

Racetrac
RACETRAC PETROLEUM, INC.
200 GATEWAY PKWY, SUITE 500
ATLANTA, GA 30339
(770) 431-7600

THESE PLANS ARE PREPARED BY RACETRAC PETROLEUM, INC. FOR THE PROJECT DESCRIBED HEREIN. NO OTHER WORK SHALL BE PERFORMED WITHOUT THE WRITTEN CONSENT OF RACETRAC PETROLEUM, INC. THESE PLANS ARE SUBJECT TO FEDERAL, STATE AND LOCAL REGULATIONS AND ORDINANCES. THESE PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE WITHOUT NOTICE.

PRELIMINARY
THESE PLANS ARE PREPARED BY RACETRAC PETROLEUM, INC. FOR THE PROJECT DESCRIBED HEREIN. NO OTHER WORK SHALL BE PERFORMED WITHOUT THE WRITTEN CONSENT OF RACETRAC PETROLEUM, INC. THESE PLANS ARE SUBJECT TO FEDERAL, STATE AND LOCAL REGULATIONS AND ORDINANCES. THESE PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE WITHOUT NOTICE.

URBAN STRUCTURE
Urban Water Management
Design, Construction
1111 N. 117th St, Suite 200
Tulsa, OK 74116
TEL: 918.755.9571

THIS PLAN IS CONSIDERED VALID ONLY IF THE EROSION CONTROL STRUCTURES ARE CONSTRUCTED AND MAINTAINED AS SHOWN ON THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

DATE: 08/28/11
DRAWN BY: J. BERRY
CHECKED BY: J. BERRY



CITY OF LAVON

Agenda Brief

MEETING: November 3, 2020

ITEM: 7 - B

Item:

Discussion and action regarding the final plat of the LakePointe Addition, Phase 2A for 181 residential lots and 5 open space tracts on 57.456 acres of land, a part of a 200.9089 acre tract described in document no. 20180821001049570 in the DRCCT and situated in the Samuel M. Rainer Survey, Abstract No. 740, (CCAD Property ID 2663916), southeast of the intersection of SH 78 and FM 6, Lavon, Collin County, Texas.

Background:

Application Information

Owner(s): LDC Lavon, LLC

Applicant: Corwin Engineering, Inc.

Location: Southeast of the intersection of SH 78 and FM 6 and north of the NETEX right of way

Description: Samuel M. Rainer Survey, Abstract No. 740, CCAD property ID 2663916 Collin County, Texas (part of 200.909 acres) 57.456 acres

Current Zoning: Planned Development – Mixed Use (PD-MU)

Request: Final Plat

Request Details

The applicant is seeking approval of a final plat for Phase 2A, a residential section of a mixed use planned development. Phase 2A consists 181 residential lots and 5 common area open space tracts on 57.456 acres. The final plat conforms to the approved zoning and preliminary plat. The development is located southeast of the intersection of SH 78 and FM 6 and generally northeast of the intersection of SH 78 and Bently Farms.

Code Excerpts:

TEXAS LOCAL GOVERNMENT CODE
§ 212.004. PLAT REQUIRED

Sec. 212.004. PLAT REQUIRED. (a) The owner of a tract of land located within the limits or in the extraterritorial jurisdiction of a municipality who divides the tract in two or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared. A division of a tract under this subsection includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method. A division of land under this subsection does not include a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated.

Code Excerpts:

CITY OF LAVON – SUBDIVISION ORDINANCE

Section 4.04 FINAL PLAT

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

Staff Notes:

On June 4, 2019, the City Council approved the preliminary plat of the LakePointe Addition containing 700 residential lots and one commercial lot on 200.909 acres. Access to the entire development is provided on SH 78, FM 6 and through-connections will be constructed to connect to future development east of the property.

The development will provide for the extension of public infrastructure systems for water, sanitary sewer and trails. A development agreement outlining specific public infrastructure requirements related to the development was approved by the City Council on March 19, 2019.

The proposed final plat and construction plans were reviewed by the staff development review committee and the City’s consulting engineer. The final plat meets all technical requirements and complies with the zoning and subdivision regulations. The applicant has satisfied all engineering notes.

Planning and Zoning Commission Report – October 27, 2020

MOTION: RECOMMEND APPROVAL OF THE FINAL PLAT OF THE LAKEPOINTE ADDITION, PHASE 2A FOR 181 RESIDENTIAL LOTS AND 5 OPEN SPACE TRACTS ON 57.456 ACRES OF LAND, A PART OF A 200.9089 ACRE TRACT DESCRIBED IN DOCUMENT NO. 20180821001049570 IN THE DRCCT AND SITUATED IN THE SAMUEL M. RAINER SURVEY, ABSTRACT NO. 740, (CCAD PROPERTY ID 2663916), SOUTHEAST OF THE INTERSECTION OF SH 78 AND FM 6, LAVON, COLLIN COUNTY, TEXAS.

MOTION MADE: NABORS

SECONDED: COKER

APPROVED: UNANIMOUS

Approval is recommended subject to satisfaction of the City Engineer's notes, review and approval of the civil engineering plans.

- Attachments:**
1. Final Plat
 2. Location Exhibits
 3. Application
 4. Engineer's correspondence

Zoning Map

LakePointe Addition Phase 2 Final Plat



City of Lavon

Zoning Map
JULY 2019



1 inch = 600 feet

Legend

ZONING

- AGRICULTURAL, A
- SINGLE FAMILY-1, SF-1
- SINGLE FAMILY-2, SF-2
- RETAIL, R
- PLANNED DEVELOPMENT - SINGLE FAMILY, PD-SF
- PLANNED DEVELOPMENT - MIXED USE, PD-MU
- PLANNED DEVELOPMENT - COMMERCIAL, PD-C
- PLANNED DEVELOPMENT, PD-B
- CITY LIMITS

Future Land Use Plan

Zoning Change Final Plat LakePointe Phase 2

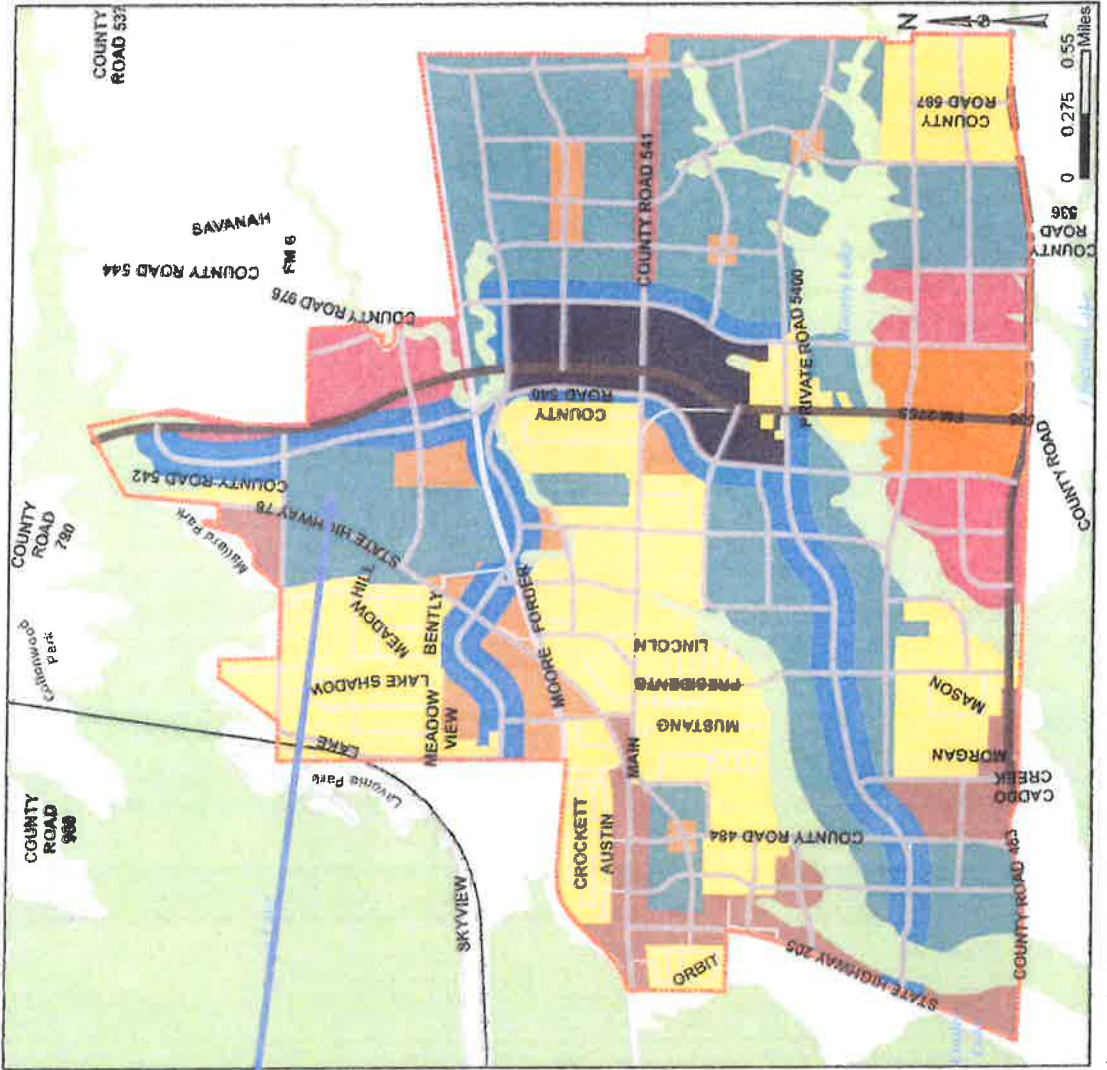
Lavon Future Land Use Plan

Source: Ideation Planning, Lee Engineering, 2019



Legend

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



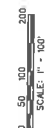
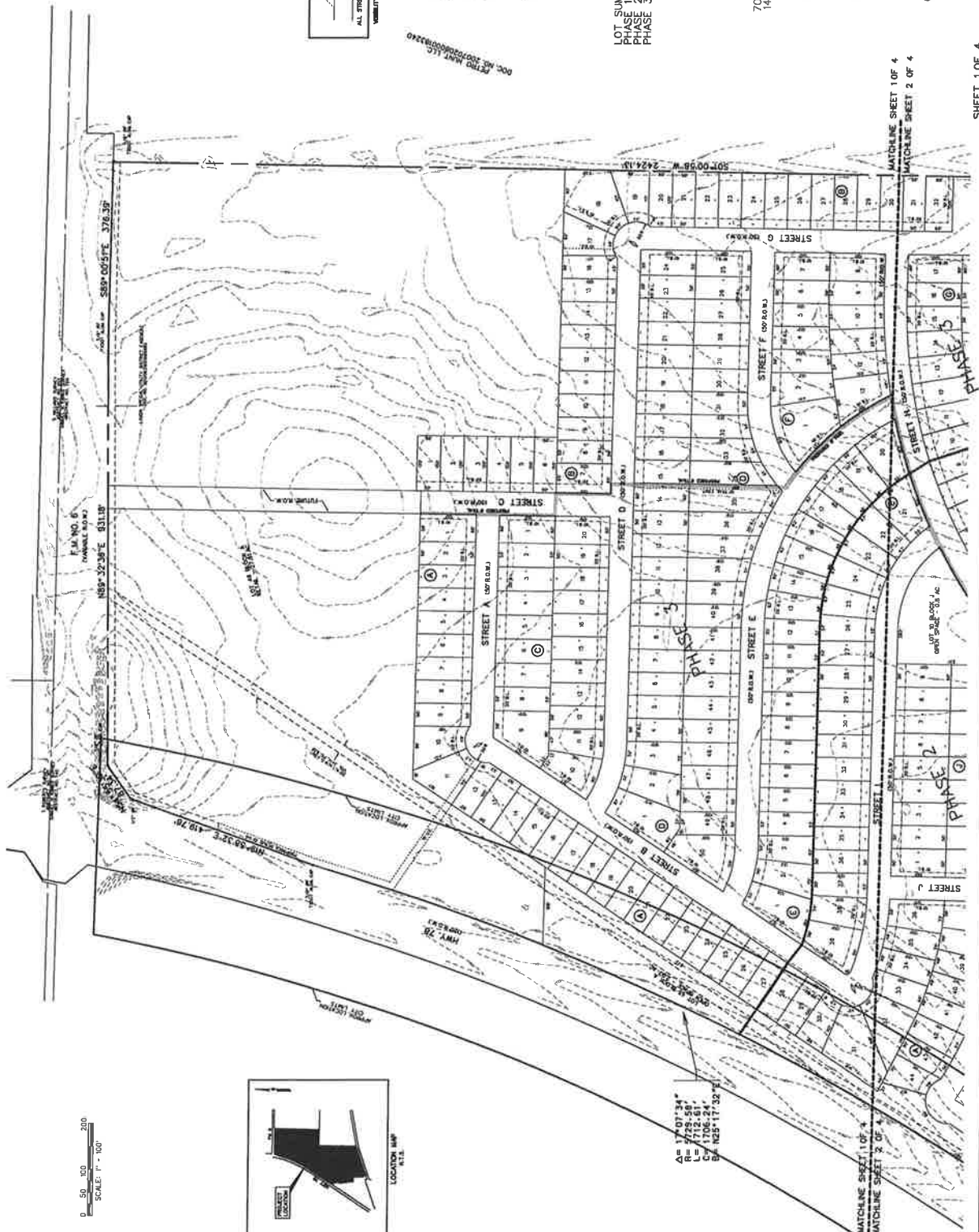
A comprehensive plan shall not constitute a zoning regulation or establish zoning district boundaries.



0 100 200 400
SCALE: 1" = 200'



PRELIMINARY
OVERLAP PLAN
LAKEPOINTE
790 TOTAL RESIDENTIAL LOTS
14 TOTAL RESIDENTIAL LOTS
1 TOTAL RE-USE LOT
200,909 SQUARE FEET
200,909 SQUARE FEET
IN THE
CITY OF LAVON
COLLIN COUNTY, TEXAS
OWNER
LDC LAVON, LLC
550 FARM ROAD 2000, SUITE 304
FARMERSVILLE, TEXAS 75742
ENGINEER
CORWIN ENGINEERING, INC.
1801 S. WILSON STREET, SUITE E
FARMERSVILLE, TEXAS 75742
APRIL 2018 SCALE: 1"=200'



- LEGEND**
- PROPOSED LOT LINE
 - DRAINAGE EASEMENT
 - UTILITY EASEMENT
 - RIGHT OF WAY
 - RIGHT OF WAY
 - PHASE LINE
 - MATCH LINE
 - APPROVAL LOG
 - CITY LIGHT LINE

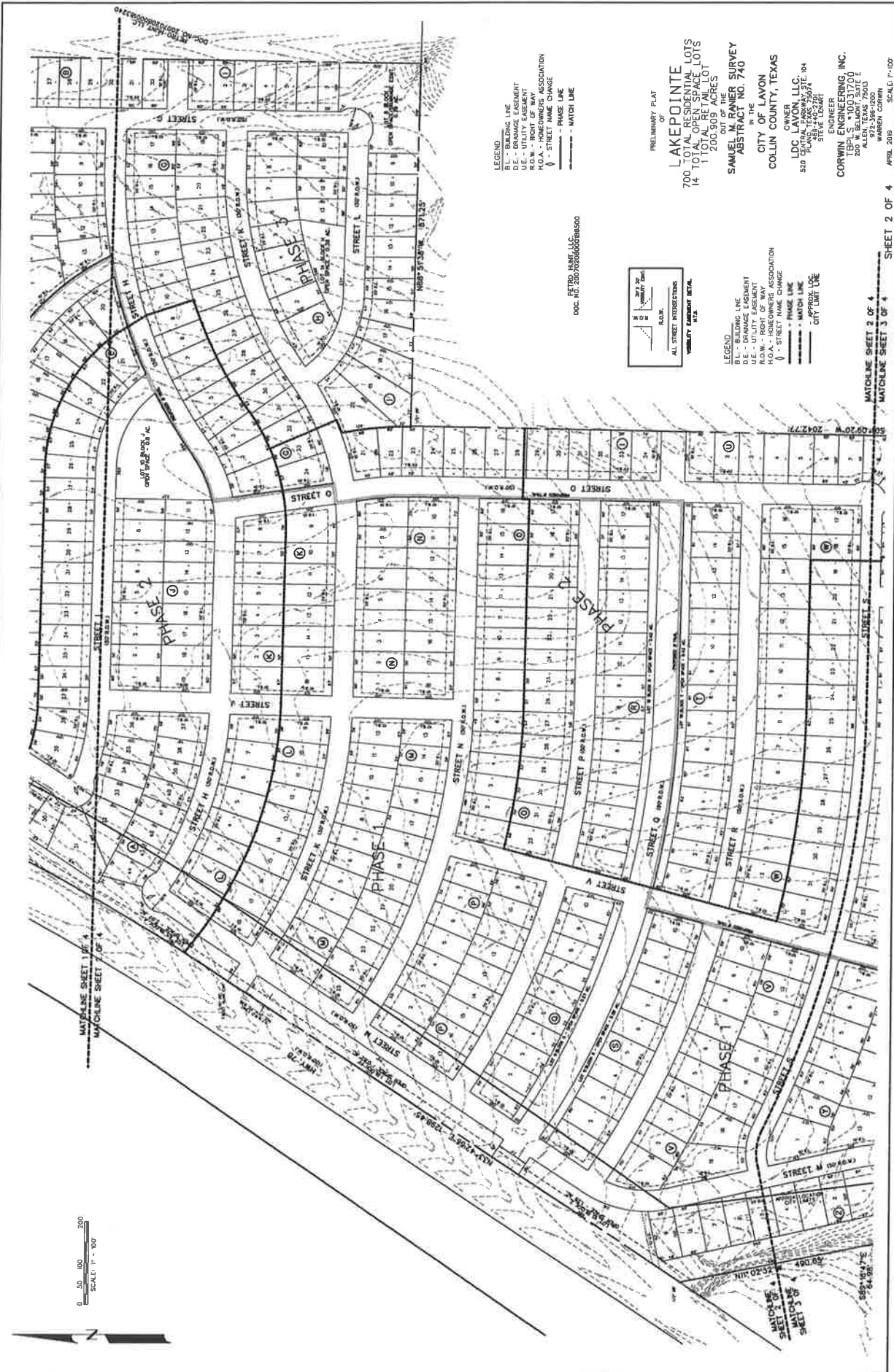
LOT SUMMARY
 PHASE 1 - 223 LOTS - 53.45 AC.
 PHASE 2 - 259 LOTS - 74.84 AC.
 PHASE 3 - 218 LOTS - 44.60 AC.

PRELIMINARY PLAN
 OF
LAKEPOINTE
 700 TOTAL RESIDENTIAL LOTS
 14 TOTAL OPEN SPACE LOTS
 1 TOTAL RETAIL LOT
 20 TOTAL PAVEMENT AREAS
 OUT OF THE
SAMUEL M. RAMER SURVEY
ABSTRACT NO. 740

IN THE
 CITY OF LAVON
 COLLIN COUNTY, TEXAS
 OWNER
 LDC LOWER L.L.C.
 524 CENTRAL PARKWAY, STE. 804
 PLANO, TEXAS 75074
 STEVE LEHART
 CORWIN ENGINEERING, INC.
 200 W. BELLEVUE, SUITE E
 FORT WORTH, TEXAS 76102
 WARREN CORWIN
 APRIL 2019 SHEET 1 OF 4

MATCHLINE SHEET 1 OF 4
 MATCHLINE SHEET 2 OF 4

CORWIN JOB# 19016



0 50 100 200
SCALE: 1" = 100'

LEGEND
 B.L. - BUILDING LINE
 U.E. - UTILITY EASEMENT
 R.O.W. - RIGHT OF WAY
 S.C. - STREET CENTERLINE
 S.C. - STREET NAME CHANGE
 P.H. - PHASE LINE
 M.L. - MATCH LINE

RETRO HUNT, LLC
 DOC. NO. 200702680608500

LEGEND
 B.L. - BUILDING LINE
 U.E. - UTILITY EASEMENT
 R.O.W. - RIGHT OF WAY
 S.C. - STREET CENTERLINE
 S.C. - STREET NAME CHANGE
 P.H. - PHASE LINE
 M.L. - MATCH LINE

LEGEND
 B.L. - BUILDING LINE
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 R.O.W. - RIGHT OF WAY
 S.C. - STREET CENTERLINE
 S.C. - STREET NAME CHANGE
 P.H. - PHASE LINE
 M.L. - MATCH LINE

PRELIMINARY PLAN
 OF
LAKEPOINTE
 700 TOTAL RESIDENTIAL LOTS
 14 TOTAL OPEN SPACE LOTS
 1,200,909 SQUARE FEET
 200,909 ACRES
 OUT OF THE
 SAMUEL M. RAMER SURVEY
 ABSTRACT NO. 740
 CITY OF LAVON
 COLLIN COUNTY, TEXAS
 LDC LAVON, LLC
 520 CENTRAL PARKWAY, STE. 04
 FORT WORTH, TEXAS 76104
 (817) 465-0201
 ENGINEER
 CORWIN ENGINEERING, INC.
 TEP, L.S. #10031700
 200 W. WYATT STREET, SUITE 200
 FORT WORTH, TEXAS 76102
 (817) 398-1200
 APRIL 2018 SCALE: 1"=100'

MATCHLINE SHEET 2 OF 4
 MATCHLINE SHEET 3 OF 4
 SHEET 2 OF 4



CITY OF LAVON

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

PLAT APPLICATION

Lakepointe 2A

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

Company Making Submission	Property Owner
Name: <u>Corwin Engineering, Inc.</u>	Name: <u>LDC Lavon, LLC.</u>
Address: <u>200 W. Belmont, Ste. E</u>	Address: <u>520 Central Pkwy E, Ste. 104</u>
City/State/Zip: <u>Allen, Tx 75013</u>	City/State/Zip: <u>Plano, Tx 75074</u>
Phone #: <u>972-396-1200</u> Fax #: _____	Phone # <u>469-440-2701</u> Fax # _____
Authorized Person: <u>Warren Corwin</u>	Authorized Person: <u>Steve Lenart</u>

Type of Submission	Date	Check List of Items Submitted
<input type="checkbox"/> Preliminary Plat		<input type="checkbox"/> (two) full size sets of plats (24x36)
<input checked="" type="checkbox"/> Final Plat		<input type="checkbox"/> (two) full size construction sets (24x36)
<input type="checkbox"/> Re-Submittal		<input type="checkbox"/> (one) half size sets of plats (11x17)
<input type="checkbox"/> Construction Plans		<input type="checkbox"/> (ten) half size sets of plats with final submission (11x17)
<input type="checkbox"/> Other		<input type="checkbox"/> (one) PDF plats (on separate CD's)
		<input type="checkbox"/> (one) PDF construction plans (can be included on plat CD)

Pricing	
Preliminary Plat: C*D*	\$325.00 plus \$5.00 per lot (Plus engineer review costs)
Final Plat: C*D*	\$325.00 plus \$5.00 per lot plus \$50.00 filing fee (Plus engineer review costs)
Re-Plat: C*D*	\$325.00 plus \$5.00 per lot plus \$50.00 filing fee (Plus engineer review costs)
Public Infrastructure Inspection: C*E*	4 percent of project or Cost (whichever is greater)

C* Costs shall include the actual costs to the City plus a 10 percent administrative fee. These fees shall be in addition to the permit fee required.
 D* A deposit of \$500.00 shall be required to cover engineers review, with additional costs to be billed upon engineers recommendation. Any portion of the deposit not used shall be refunded after the engineer's recommendation.
 E* An estimate of the testing and inspection shall be made at the time of the engineers review of construction plans and a deposit equal to that amount shall be due before any construction may begin, with additional costs to be billed when the costs are incurred.

NOTICE TO APPLICANT: Any approval will be issued based on the information furnished in this application and on any submitted plats. It is subject to the provisions and requirements of the City of Lavon Code of Ordinances (# 2002-01-03) and any other applicable ordinances of the City, regardless of information and/or plans submitted.

Authorized Representative (Printed Name) <u>Steve Lenart</u>	Authorized Representative (Signature) 	Date: <u>9/10/20</u>
---	---	-------------------------

To be completed by the City

In Takers Name:					
In takers Review Date:	PW Review Date	COO Review Date:	Engineer Review Date:	P&Z Review Date:	Council Action Date:
<input type="checkbox"/> Accepted	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved
<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected

Comments:



CITY OF LAVON

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

PLAT APPLICATION

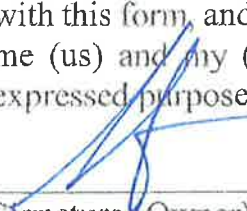
Please type or print clearly. Incomplete applications will not be accepted.

Authorization of Representation

Date: 9/16/20

To the City of Lavon
Collin County, Texas

This letter will serve as notice that I/we, LDC Lavon, LLC. - Steve Lenart, am/are the owner (s) of record of the property described in the attached survey documentation, submitted with this form, and do hereby authorize Corwin Engineering, Inc. - Warren Corwin to represent me (us) and my (our) interests in the property described in the attached exhibits (s) for the expressed purpose of this request.



Signature (Owner)

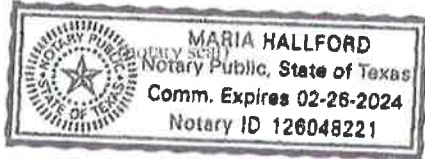
Signature (Owner)

Signature (Owner)

The State of Texas
County of Collin

Before me, the undersigned authority, appeared Steve Lenart
on this the 10 day of Sept., 2020.





Notary Public in and for Collin County, Texas



CITY OF LAVON

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

PLAT APPLICATION

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

Declaration of Ownership

Date: 9/10/20

To the City of Lavon
Collin County, Texas

This letter will serve as notice that I/we, LDC Lavon, LLC. - Steve Lenart, am/are the owner (s) of record of the property described in the attached survey documentation, submitted with this form, for the purpose of any future proposed request (s) relating to this property.

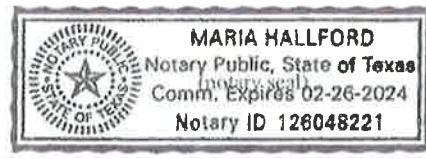
[Signature]
Signature (Owner)

Signature (Owner)

Signature (Owner)

The State of Texas
County of Collin

Before me, the undersigned authority, appeared Steve Lenart,
on this the 10 day of Sept., 2020.



[Signature]
Notary Public in and for Collin County, Texas



CITY OF LAVON

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

PLAT APPLICATION

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

APPLICANT STATEMENT (select one):

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

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

I AM THE OWNER OR AGENT AUTHORIZED TO MAKE THE ABOVE STATEMENTS AND REPRESENTATIONS HEREIN ON BEHALF OF THE OWNER.

Signature: 
Owner / Authorized Agent

9/10/20
Date

Printed Name: Steve Lenart
Owner / Authorized Agent

Title: Manager

Company: LDC Lavon, LLC.

October 14, 2020

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

Re: LakePointe Phase 2A, 181 residential lots, 5 tracts, 57.456 Acres
Final Plat

Dear Ms. Dobbs:

As requested, we have reviewed the revised Final Plat and revised Development Plans dated August, 2020 as prepared by Corwin Engineering, Inc. for the above referenced property.

All comments have been satisfactorily addressed.

This concludes our review of the above referenced revised Final Plat and revised Development Plans. **We recommend Approval of the Final Plat and Construction Plans.**

A copy of the BCSUD approval should be provided to the City prior to any construction activities.

This concludes our review of the above referenced Final Plat and Development Plans. A copy of the applicable sheets with markups, is attached for your use.

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

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

Sincerely,
FREEMAN-MILLICAN, INC.



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

Cc: David Carter, Mike Jones, Danny Anthony, Steve Lenart, Warren Corwin, P.E.

F:\17024 - LAV General Servies\9 - Review\Lakepointe (Lenart)\Phase 2A\LakePointe Ph 2A - Final Plat - Rev 1.docx

October 2, 2020

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

Re: LakePointe Phase 2A, 181 residential lots, 5 tracts, 57.456 Acres
Final Plat

Dear Ms. Dobbs:

As requested, we have reviewed the Final Plat and Development Plans dated August, 2020 as prepared by Corwin Engineering, Inc. for the above referenced property. Our comments are as follows:

Final Plat

1. Several 30'x30' visibility easements should be located on Tracts 1, 2 & 4 as shown on the attached markup.

Paving Plan (Sheet 7)

2. A note should be added that the temporary cul-de-sac shall remain until completion of Colt Drive and the ability for emergency vehicles to have access from either direction.

Grading Plan (Sheet 14)

3. Engineer to verify that Block R drainage is not impeded by the landscape wall along Lakepointe Blvd.

Water & Sanitary Sewer Plan (Sheet 17-21)

4. All waterline plans require BCSUD approval.
5. The manhole at Sta 5+06.50, Line "S-2" does not appear to require a drop since the higher pipe is flowing away from the manhole.

Street Sign Plan (Sheet 45)

6. A stop sign should be located at westbound Lakepointe Blvd. at Colt Dr.

This concludes our review of the above referenced Final Plat and Development Plans. A copy of the applicable sheets with markups, is attached for your use.

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

Ms. Kim Dobbs
LakePointe Phase 2A – Final Plat
October 2, 2020
Page 2 of 2

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

Sincerely,
FREEMAN-MILLICAN, INC.

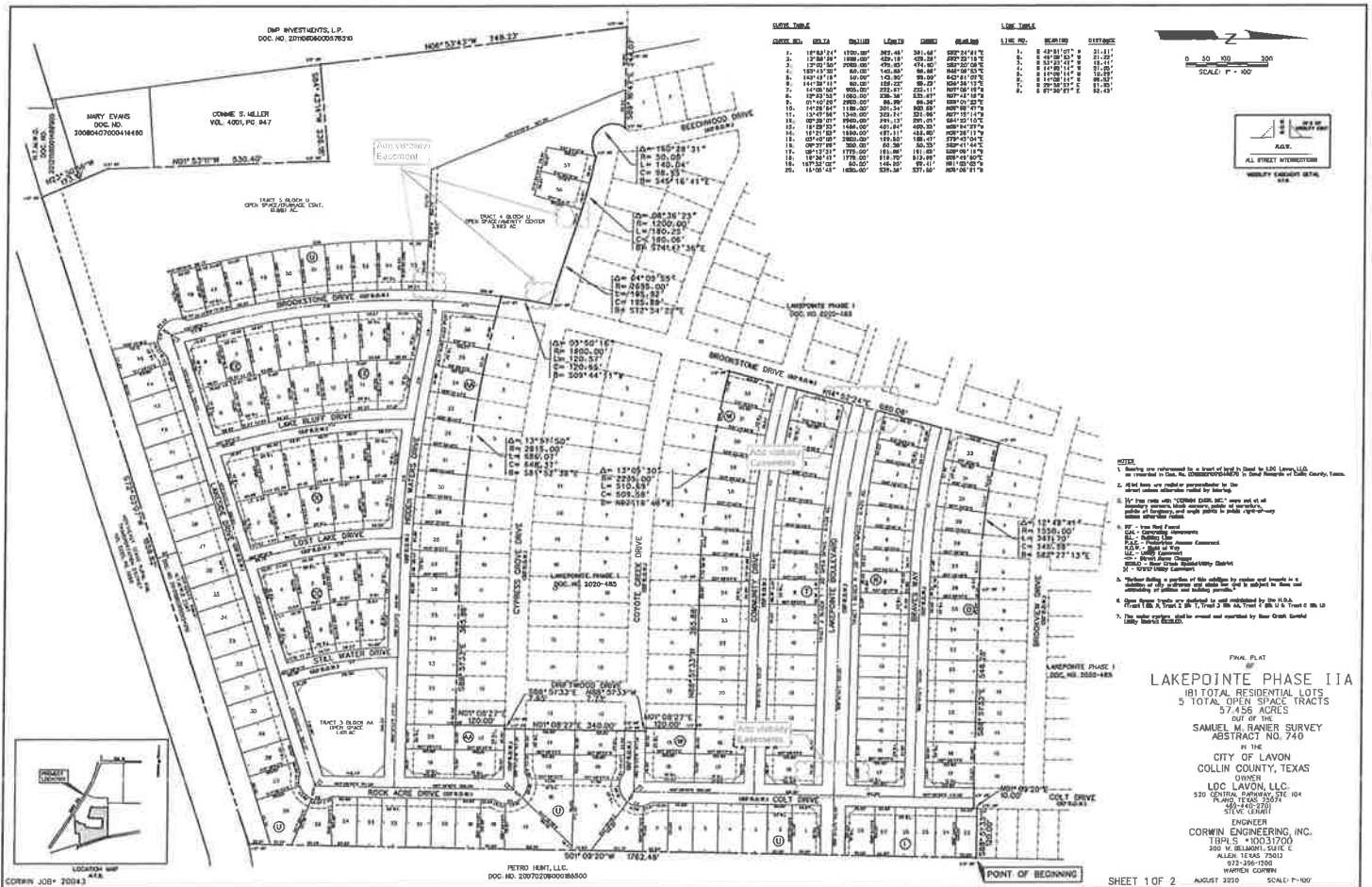
A handwritten signature in blue ink that reads "Mark D. Hill, P.E." with a stylized flourish at the end.

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

Attachment

Cc: David Carter, Mike Jones, Danny Anthony, Steve Lenart, Warren Corwin, P.E.

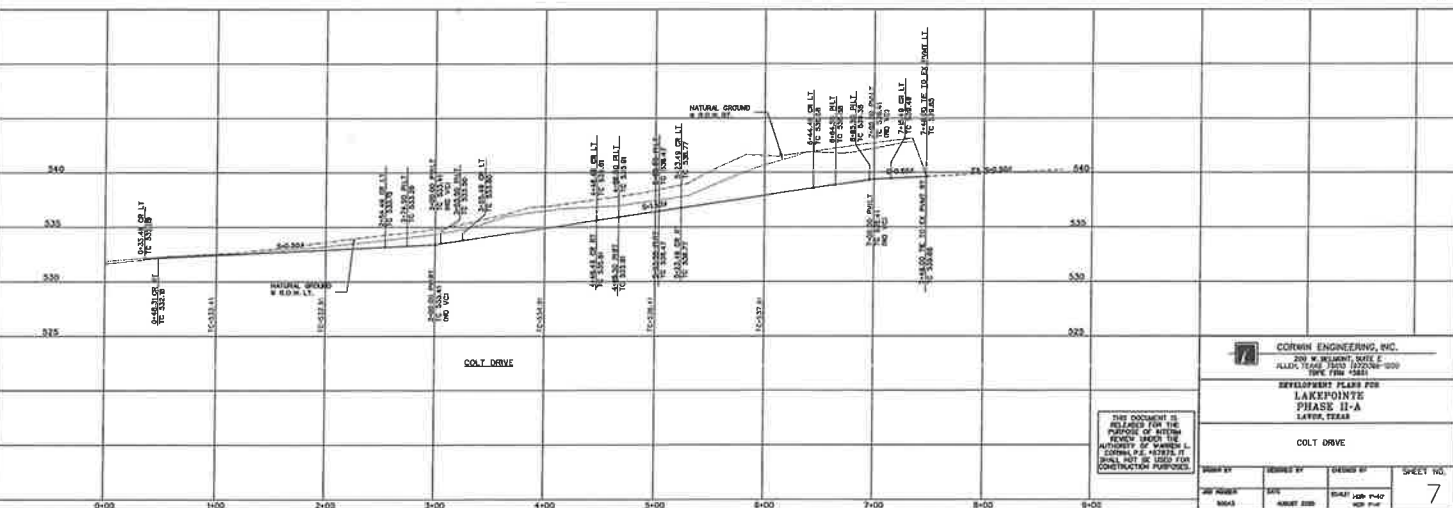
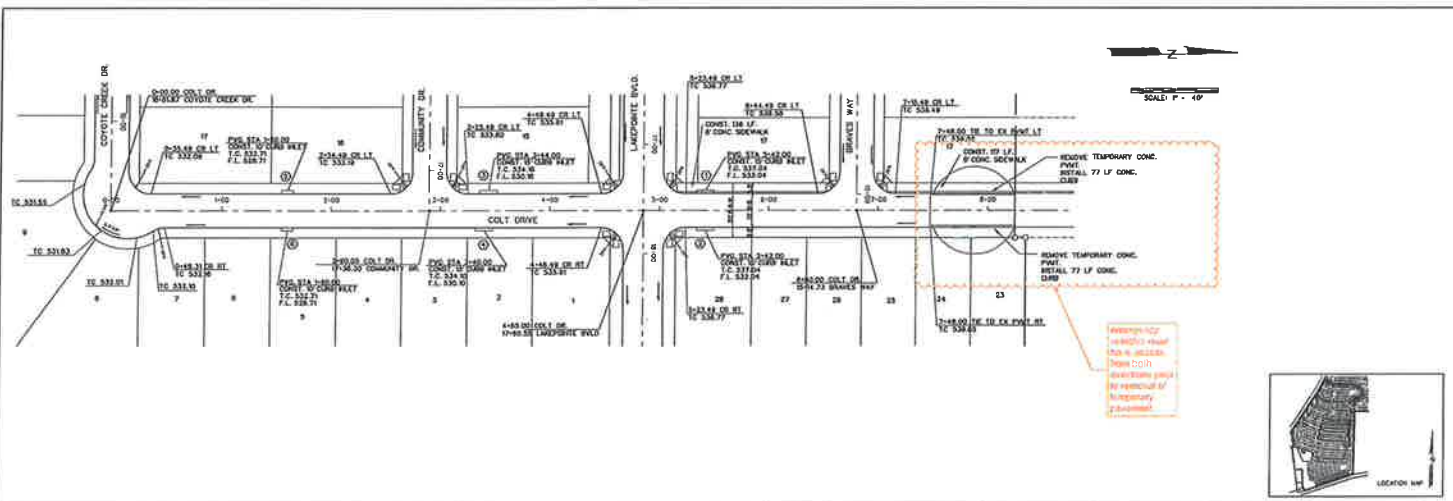
F:\17024 - LAV General Servies\9 - Review\Lakepointe (Lenart)\Phase 2A\LakePointe Ph 2A - Final Plat - Rev 0.docx

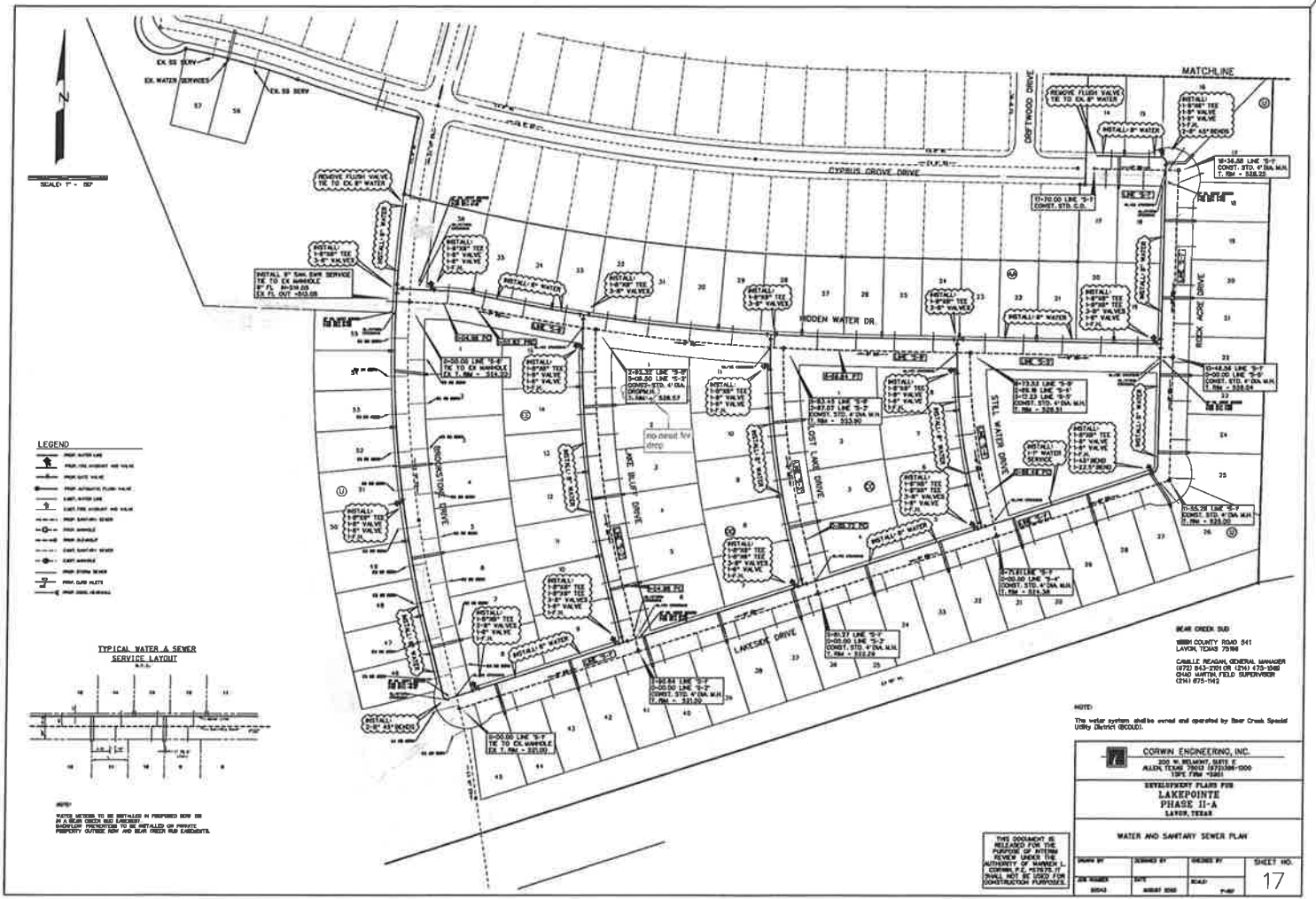


NOTE:

- Survey was referenced to a point of beginning established by LDC LAYON, LLC or recorded in Case No. 2007022600086500 in Collin County, Texas.
- All lot lines are subject to measurement by law.
- Lot lines are shown with "CORNER DATA" and are not of any legal effect until recorded in the public records of Collin County, Texas.
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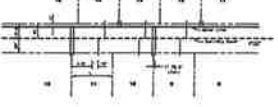
FINAL PLAN
LAKEPOINTE PHASE IIA
 181 TOTAL RESIDENTIAL LOTS
 5 TOTAL OPEN SPACE TRACTS
 57.456 ACRES
 OUT OF THE
 SAMUEL M. RANIER SURVEY
 ABSTRACT NO. 740
 IN THE
 CITY OF LAVON
 COLLIN COUNTY, TEXAS
 DIVISION
 LDC LAVON, LLC
 530 CENTRAL PARKWAY, SUITE 104
 FARGO, TEXAS 75027
 STEVE LEMAITRE
 ENGINEER
 CORWIN ENGINEERING, INC.
 1811 S. W. 10037 ROAD
 2002 W. BELMONT, SUITE 1
 ARLING, TEXAS 75013
 972-336-1200
 WALTER CORWIN
 SHEET 1 OF 2 AUGUST 2020 SCALE: P=100'





- LEGEND**
- 12\"/>

TYPICAL WATER & SEWER SERVICE LAYOUT

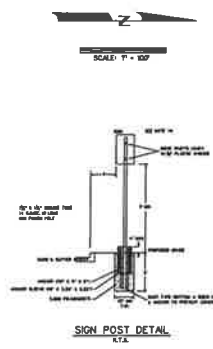
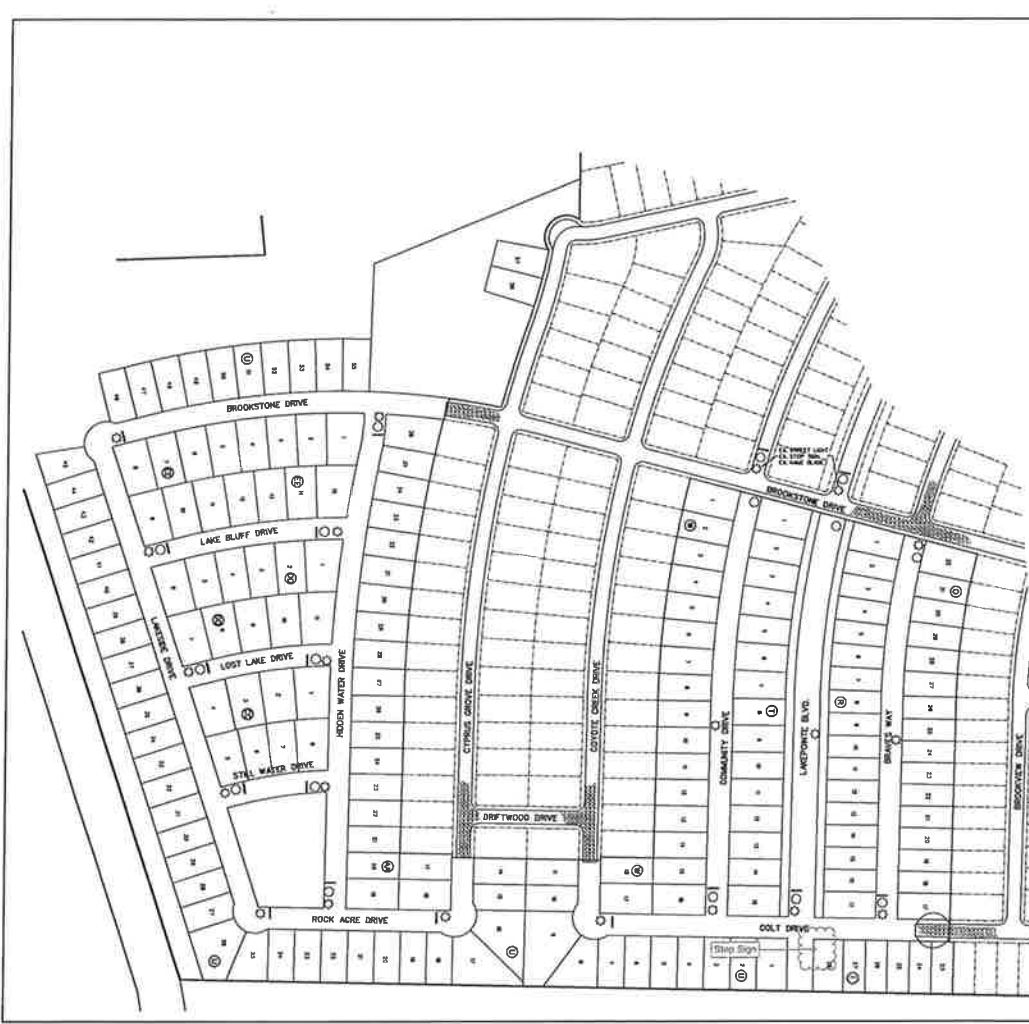


NOTE:
 WATER SERVICE TO BE INSTALLED IN PROPOSED ROW OR IN A SEWER DITCH AND INSTALLED MAINLINE PROVISIONS TO BE INSTALLED ON PRIVATE PROPERTY OUTSIDE ROW AND NOT OVER THE EASEMENTS.

NOTE:
 The water system shall be owned and operated by Star Creek Speed Utility District (SUDD).

CORWIN ENGINEERING, INC. 200 W. HEMLOCK, SUITE E ALAMO, TEXAS 78002 (512) 835-8000 (512) 798-1881			
EXHIBITIVITY PLAN FOR LAKEPOINTE PHASE II-A LAYERS, TEXAS			
WATER AND SANITARY SEWER PLAN			
DESIGNED BY	DRAWN BY	CHECKED BY	SHEET NO.
BRN	BRN	BRN	17

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PROVIDING INFORMATION ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.



- TRAFFIC CONTROL NOTES**
1. ALL SIGNING, MARKINGS, AND PAINTWORK SHOWN SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS MANUAL ON SIGNING, TRAFFIC CONTROL, SIGNALS AND THE STRIPING HANDBOOK FOR TEXAS.
 2. SIGNING SYMBOLS FOR SIGNAGE AND PAINTWORK SHOWN ARE APPROXIMATE. LOCATIONS MAY CHANGE DUE TO FIELD CONDITIONS, OBSTRUCTIONS AND PRESENCE OF OTHER SIGNAGE. LOCATIONS OF ALL TRAFFIC CONTROL SYMBOLS SHALL BE FIELD NOTED AND CITY ROAD TO BE INSTALLED.
 3. ALL PAINTWORK OTHER THAN STOPPING SHALL BE THIN-LAYERED UNLESS OTHERWISE NOTED.
 4. ALL SIGN SHALL BE SHOWN SPACE AND THE SIGN SHALL BE STANDBY UNLESS OTHERWISE NOTED.
 5. ALL TRAFFIC SIGNALS AND SIGNALS SHALL BE NOTED FOR FIELD USE.
 6. FOR STOP SIGNS THAT WILL ACCEPT FUTURE STREET SIGNALS, STOP SIGN SHALL BE 3' HIGHER AND AVAILABLE FOR HOISTING FOR ALL OTHERS. STOP SIGN SHALL BE 3' HIGHER UNLESS OTHERWISE NOTED.
 7. SYMBOLS TO BE FIELD NOTED FOR ALL SIGNAGE AND PAINTWORK.
 8. ALL STREET SIGNS SHALL MEET OFF OF LASH STANDARDS.

- LEGEND**
- - STREET LIGHT
 - - 30" STOP SIGN (UNLESS OTHERWISE NOTED)
 - - STREET NAME BLADE

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

COWEN ENGINEERING, INC. 201 W. BELMONT, SUITE 4 ALLEN, TEXAS 75002-1700 TYPE: PLAN - 2025			
DEVELOPER: PLAN FOR LAKEPOINTE PHASE II-A LAYTON, TEXAS			
STREET SIGN PLAN			
DRAWN BY JIM WARD	DESIGNED BY KERRY BOB	CHECKED BY ROAD SIGN PLAN JIM WARD	SHEET NO. 32



CITY OF LAVON

Agenda Brief

MEETING: November 3, 2020

ITEM: 7 - C

Item:

Discussion and action regarding the final plat of the LakePointe Addition, Phase 2B for 79 residential lots and 2 open space tracts on 17.487 acres of land, a part of a 200.9089 acre tract described in document no. 20180821001049570 in the DRCCT and situated in the Samuel M. Rainer Survey, Abstract No. 740, (CCAD Property ID 2663916), southeast of the intersection of SH 78 and FM 6, Lavon, Collin County, Texas.

Background:

Application Information

- Owner(s):** LDC Lavon, LLC
- Applicant:** Corwin Engineering, Inc.
- Location:** Southeast of the intersection of SH 78 and FM 6 and north of the NETEX right of way
- Description:** Samuel M. Rainer Survey, Abstract No. 740, CCAD property ID 2663916 Collin County, Texas (part of 200.909 acres) 17.487 acres
- Current Zoning:** Planned Development – Mixed Use (PD-MU)
- Request:** Final Plat

Request Details

The applicant is seeking approval of a final plat for Phase 2B, a residential section of a mixed use planned development. Phase 2A consists 79 residential lots and 2 common area open space tracts on 17.487 acres. The final plat conforms to the approved zoning and preliminary plat. The development is located southeast of the intersection of SH 78 and FM 6 and generally northeast of the intersection of SH 78 and Bently Farms.

Code Excerpts:

TEXAS LOCAL GOVERNMENT CODE
§ 212.004. PLAT REQUIRED

Sec. 212.004. PLAT REQUIRED. (a) The owner of a tract of land located within the limits or in the extraterritorial jurisdiction of a municipality who divides the tract in two or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared. A division of a tract under this subsection includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method. A division of land under this subsection does not include a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated.

Code Excerpts:

CITY OF LAVON – SUBDIVISION ORDINANCE

Section 4.04 FINAL PLAT

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

Staff Notes:

On June 4, 2019, the City Council approved the preliminary plat of the LakePointe Addition containing 700 residential lots and one commercial lot on 200.909 acres. Access to the entire development is provided on SH 78, FM 6 and through-connections will be constructed to connect to future development east of the property.

The development will provide for the extension of public infrastructure systems for water, sanitary sewer and trails. A development agreement outlining specific public infrastructure requirements related to the development was approved by the City Council on March 19, 2019.

The proposed final plat and construction plans were reviewed by the staff development review committee and the City’s consulting engineer. The final plat meets all technical requirements and complies with the zoning and subdivision regulations. The applicant has satisfied all engineering notes.

Planning and Zoning Commission Report – October 27, 2020

MOTION: RECOMMEND APPROVAL OF THE FINAL PLAT OF THE LAKEPOINTE ADDITION, PHASE 2B FOR 79 RESIDENTIAL LOTS AND 2 OPEN SPACE TRACTS ON 17.487 ACRES OF LAND, A PART OF A 200.9089 ACRE TRACT DESCRIBED IN DOCUMENT NO. 20180821001049570 IN THE DRCCT AND SITUATED IN THE SAMUEL M. RAINER SURVEY, ABSTRACT NO. 740, (CCAD PROPERTY ID 2663916), SOUTHEAST OF THE INTERSECTION OF SH 78 AND FM 6, LAVON, COLLIN COUNTY, TEXAS.

MOTION MADE: NABORS

SECONDED: CURLEY

APPROVED: UNANIMOUS

Approval is recommended subject to satisfaction of the City Engineer's notes, review and approval of the civil engineering plans.

- Attachments:**
1. Final Plat
 2. Location Exhibits
 3. Application
 4. Engineer's correspondence

Zoning Map

LakePointe Addition Phase 2 Final Plat



City of Lavon

**Zoning Map
JULY 2019**



1 inch = 600 feet

Legend

ZONING

- AGRICULTURAL, A
- SINGLE FAMILY-1, SF-1
- SINGLE FAMILY-2, SF-2
- RETAIL, R
- PLANNED DEVELOPMENT - SINGLE FAMILY, PD-SF
- PLANNED DEVELOPMENT - MIXED USE, PD-MU
- PLANNED DEVELOPMENT - COMMERCIAL, PD-C
- PLANNED DEVELOPMENT, PD-B
- CITY LIMITS

Future Land Use Plan

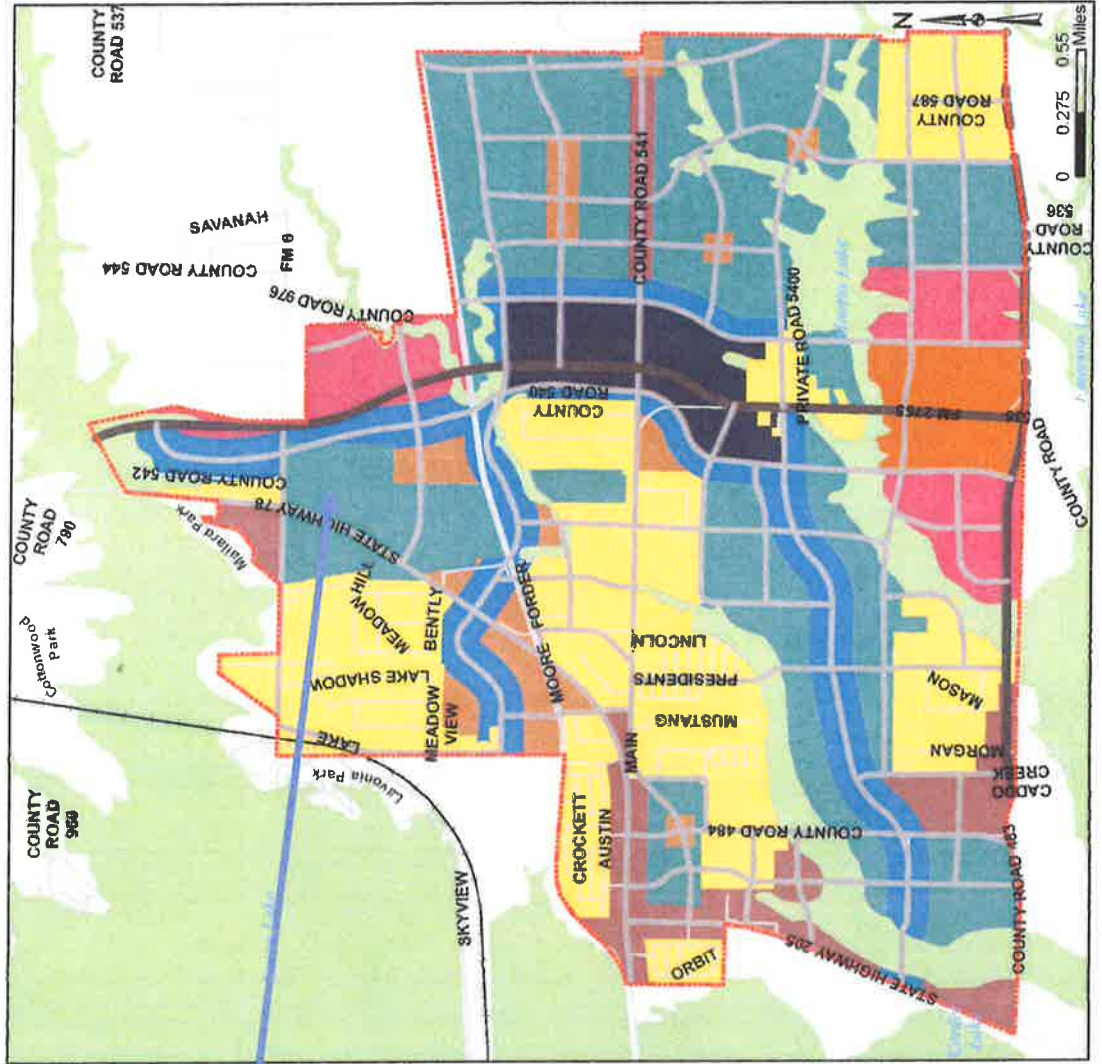
Zoning Change Final Plat LakePointe Phase 2

Lavon Future Land Use Plan

Source: Ideation Planning, Lee Engineering, 2019

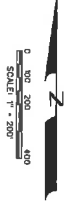


- Legend**
- Floodplain
 - Creative Lakes District
 - Lake Connector Corridor
 - Regional Mixed-Use 1
 - Regional Mixed-Use 2
 - City Village
 - Commercial
 - Master Planned Community
 - Existing Neighborhood
 - Potential Future Lavon
 - KCS Railway
 - MTP Roadway
 - NETEX Transportation Corridor
 -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

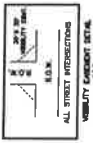
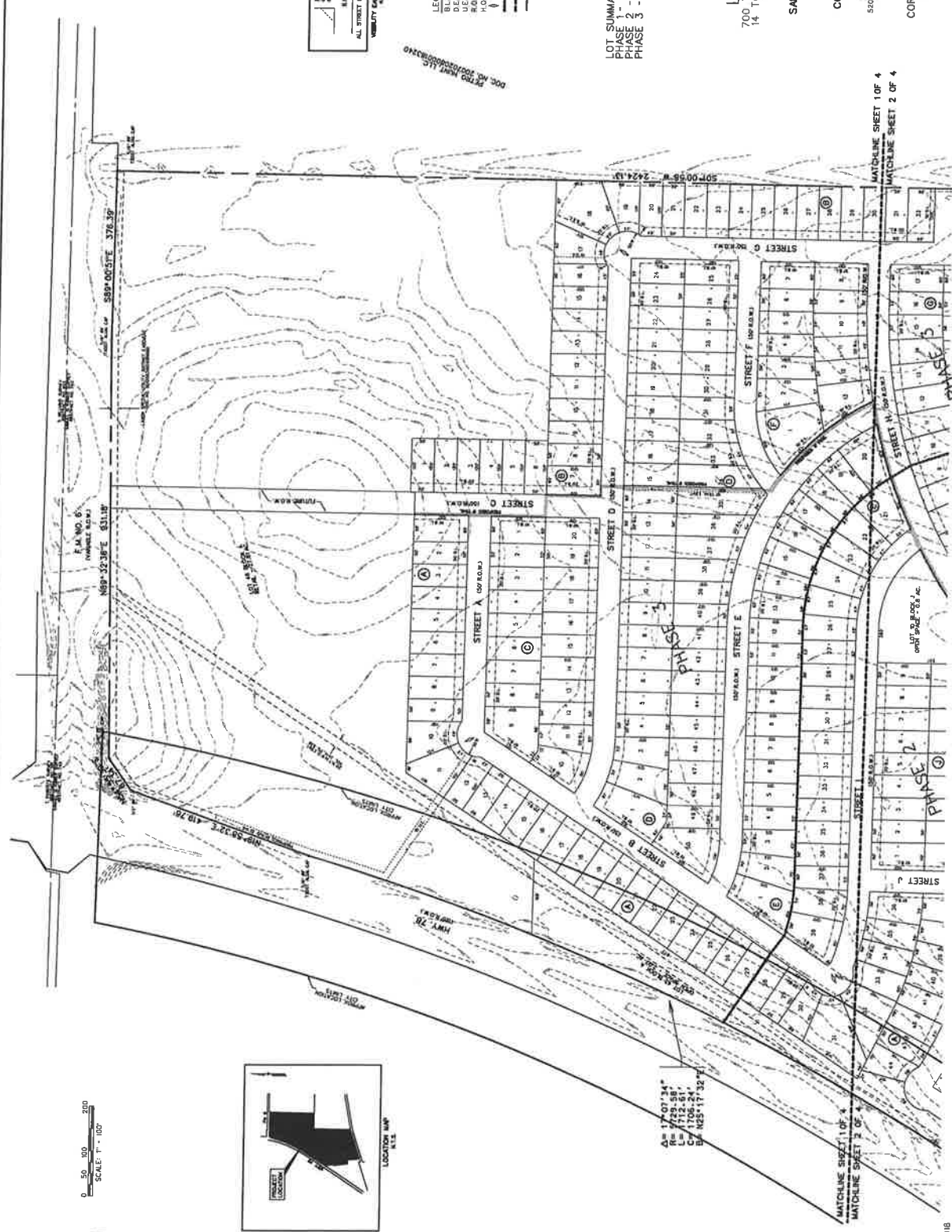


A comprehensive plan shall not constitute a zoning regulation or establish zoning district boundaries.





PRELIMINARY
 PLAN
LAKEPOINTE
 700 TOTAL RESIDUAL LOTS
 14 TOTAL OPEN SPACE LOTS
 1 TOTAL RETAIL LOT
 200.909 ACRES
 SAMUEL BOYD DANER SURVEY
 ABSTRACT NO. 740
 IN THE
 CITY OF LAVON
 COLLIN COUNTY, TEXAS
 LDC A, OWNER, LLC
 200 AVONDALE DRIVE
 PLANO, TEXAS 75074
 STEVE GASKIN
 CORWIN ENGINEERING, INC.
 TEPUS • 10031700
 200 AVONDALE DRIVE
 PLANO, TEXAS 75074
 472-380-7500
 APRIL, 2019 SHEET # 1-209



- LEGEND**
- BL - BUILDING LINE
 - D.E. - DRAINAGE EASEMENT
 - U.E. - UTILITY EASEMENT
 - H.O.A. - HOMEOWNERS ASSOCIATION
 - - STREET NAME CHANGE
 - - - - - PHASE LINE
 - · — · — MATCH LINE
 - · — · — CITY LIMIT LINE

LOT SUMMARY
 PHASE 1 - 223 LOTS - 53.45 AC.
 PHASE 2 - 259 LOTS - 74.84 AC.
 PHASE 3 - 218 LOTS - 44.60 AC.

PRELIMINARY PLAT OF
LAKEPOINTE
 700 TOTAL RESIDENTIAL LOTS
 14 TOTAL OPEN SPACE LOTS
 170,909 SQUARE FEET
 200,909 ACRES
 CUT OF THE
SAMUEL M. RAMER SURVEY
 ABSTRACT NO. 740
 CITY OF LAVON
 COLLIN COUNTY, TEXAS
 OWNER
LDC LAVON, LLC
 550 CEDAR LANE, SUITE 604
 FORT WORTH, TEXAS 76102

ENGINEER
CORWIN ENGINEERING, INC.
 2500 W. WILSON ROAD, SUITE 100
 ALLEN, TEXAS 75015
 972-398-0200
 WWW.CORWINENGINEERING.COM
 APRIL 2018 SCALE: P=100'

SHEET 1 OF 4

CORWIN JOB# 19018



LEGEND
 B.L. - BUILDING LINE
 U.C. - UTILITY CONDUIT
 U.E. - UTILITY EASEMENT
 R.O.W. - RIGHT OF WAY
 H.O.A. - HOMEOWNERS ASSOCIATION
 V. - STREET FRAME
 P. - STREET FRAME LINE
 M. - MATCH LINE

PRELIMINARY PLAT
 OF
LAKEPOINTE
 700 TOTAL RESIDENTIAL LOTS
 14 TOTAL OPEN SPACE LOTS
 1 TOTAL RECREATION LOT
 200,000 SQUARE FEET
 OUT OF THE
SAMUEL M. RAMER SURVEY
ABSTRACT NO. 740
 IN THE
 CITY OF LAYON
 COLLIN COUNTY, TEXAS
 OWNER
LDC OWNER, LLC
 520 CENTRAL PARKWAY, STE. 104
 FORT WORTH, TEXAS 76102-7004
 STEVE LOHMEYER
 CORWIN ENGINEERING, INC.
 200 W. BELMONT, SUITE E
 FORT WORTH, TEXAS 76102-1000
 WARREN CORWIN
 APRIL 2019 SCALE 1"=100'

PETRO HUNT, LLC
 DOC. NO. 2007020600986500

ALL STREET INTERSECTIONS
 VARIABILITY AS SHOWN ON THIS
 N.T.S.

LEGEND
 S. - SURVEY LINE
 D.E. - DRAINAGE EASEMENT
 U.E. - UTILITY EASEMENT
 H.O.A. - HOMEOWNERS ASSOCIATION
 P. - STREET FRAME CHANGE
 M. - MATCH LINE
 A.P. - APPROXIMATE LOT LINE
 C.P. - CITY LIMIT LINE

MATCHLINE SHEET 2 OF 4
 MATCHLINE SHEET 3 OF 4
 SHEET 2 OF 4
 SCALE 1"=100'



PRELIMINARY PLAN
 OF
LAKEPOINTE
 700 TOTAL RESIDENTIAL LOTS
 14 TOTAL OFFICE LOTS
 1 TOTAL RETAIL LOT
 200.909 ACRES
 OUT OF THE
 SAMUEL M. RANIER SURVEY
 ABSTRACT NO. 740
 CITY OF LAYON
 COLLIN COUNTY, TEXAS
 ENGINEER
 LDC LAYON, LLC
 516 CENTER STREET, SUITE 104
 IRVING, TEXAS 75038
 ENGINEER
 CORWIN ENGINEERING, INC.
 TEMPLER ROAD, SUITE 100
 ALLEN, TEXAS 75015
 APRIL 2018 SCALE: 1"=100'

1/2" EAST LAYON, LP
 VOL. 3574, PG. 1032E

0 50 100 200
 SCALE: 1" = 100'

BOIS D'ARC ROAD
 DEVELOPER NOT RESPONSIBLE
 FOR IMPROVEMENTS TO BOIS D'ARC RD.
 DNP INVESTMENTS, LP
 DOC. NO. 201806000576590



- LEGEND**
- PROPOSED LINE
 - EXISTING LINE
 - DRAINAGE EASEMENT
 - UTILITY EASEMENT
 - EASEMENT
 - HOA - HOMEOWNERS ASSOCIATION
 - STREET NAME CHANGE
 - PHASE LINE
 - MATCH LINE
 - APPROX. LINE
 - CITY LIMIT LINE

78 STRASBURG, LP
 VOL. 3574, PG. 335H

SHEET 3 OF 4



CITY OF LAVON

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

PLAT APPLICATION

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

Lakepointe 2B.

Company Making Submission	Property Owner
Name: <u>Corwin Engineering, Inc.</u>	Name: <u>LDC Lavon, LLC.</u>
Address: <u>200 W. Belmont, Ste. E</u>	Address: <u>520 Central Pkwy E, Ste. 104</u>
City/State/Zip: <u>Allen, Tx 75013</u>	City/State/Zip: <u>Plano, Tx 75074</u>
Phone #: <u>972-396-1200</u> Fax #: _____	Phone # <u>469-440-2701</u> Fax # _____
Authorized Person: <u>Warren Corwin</u>	Authorized Person: <u>Steve Lenart</u>

Type of Submission	Date	Check List of Items Submitted
<input type="checkbox"/> Preliminary Plat		<input type="checkbox"/> (two) full size sets of plats (24x36)
<input checked="" type="checkbox"/> Final Plat		<input type="checkbox"/> (two) full size construction sets (24x36)
<input type="checkbox"/> Re-Submittal		<input type="checkbox"/> (one) half size sets of plats (11x17)
<input type="checkbox"/> Construction Plans		<input type="checkbox"/> (ten) half size sets of plats with final submission (11x17)
<input type="checkbox"/> Other		<input type="checkbox"/> (one) PDF plats (on separate CD's)
		<input type="checkbox"/> (one) PDF construction plans (can be included on plat CD)

Pricing

Preliminary Plat: C*D*	\$325.00 plus \$5.00 per lot (Plus engineer review costs)
Final Plat: C*D*	\$325.00 plus \$5.00 per lot plus \$50.00 filing fee (Plus engineer review costs)
Re-Plat: C*D*	\$325.00 plus \$5.00 per lot plus \$50.00 filing fee (Plus engineer review costs)
Public Infrastructure Inspection: C*E*	4 percent of project or Cost (whichever is greater)

C* Costs shall include the actual costs to the City plus a 10 percent administrative fee. These fees shall be in addition to the permit fee required.
 D* A deposit of \$500.00 shall be required to cover engineers review, with additional costs to be billed upon engineers recommendation. Any portion of the deposit not used shall be refunded after the engineer's recommendation.
 E* An estimate of the testing and inspection shall be made at the time of the engineers review of construction plans and a deposit equal to that amount shall be due before any construction may begin, with additional costs to be billed when the costs are incurred.

NOTICE TO APPLICANT: Any approval will be issued based on the information furnished in this application and on any submitted plats. It is subject to the provisions and requirements of the City of Lavon Code of Ordinances (# 2002-01-03) and any other applicable ordinances of the City, regardless of information and/or plans submitted.

Authorized Representative (Printed Name) <u>Steve Lenart</u>	Authorized Representative (Signature) 	Date: <u>9/10/10</u>
---	---	-------------------------

To be completed by the City

In Takers Name:					
In takers Review Date:	PW Review Date:	COO Review Date:	Engineer Review Date:	P&Z Review Date:	Council Action Date:
<input type="checkbox"/> Accepted	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved
<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected

Comments:



CITY OF LAVON

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

PLAT APPLICATION

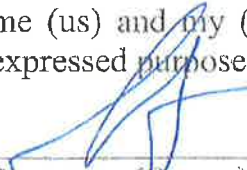
Please type or print clearly. Incomplete applications will not be accepted.

Authorization of Representation

Date: 9/10/20

To the City of Lavon
Collin County, Texas

This letter will serve as notice that I/we, LDC Lavon, LLC. - Steve Lenart, am/are the owner (s) of record of the property described in the attached survey documentation, submitted with this form, and do hereby authorize Corwin Engineering, Inc. - Warren Corwin to represent me (us) and my (our) interests in the property described in the attached exhibits (s) for the expressed purpose of this request.



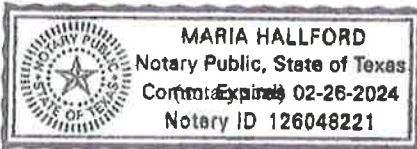
Signature (Owner)


Signature (Owner)

Signature (Owner)

The State of Texas
County of Collin

Before me, the undersigned authority, appeared Steve Lenart
on this the 10 day of Sept., 2020.





Notary Public in and for Collin County, Texas



CITY OF LAVON

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

PLAT APPLICATION

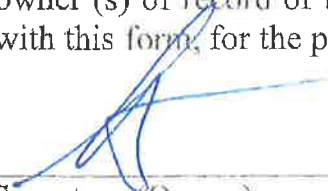
Please type or print clearly. Incomplete applications will not be accepted.

Declaration of Ownership

Date: 9/10/20

To the City of Lavon
Collin County, Texas

This letter will serve as notice that I/we, LDC Lavon, LLC. - Steve Lenart, am/are the owner (s) of record of the property described in the attached survey documentation, submitted with this form, for the purpose of any future proposed request (s) relating to this property.



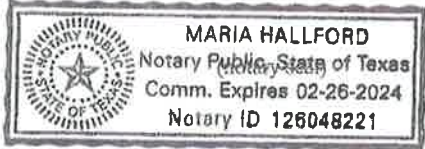
Signature (Owner)

Signature (Owner)

Signature (Owner)

The State of Texas
County of _____

Before me, the undersigned authority, appeared Steve Lenart,
on this the 10 day of Sept., 2020.





Notary Public in and for Collin County, Texas



CITY OF LAVON

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

PLAT APPLICATION

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

APPLICANT STATEMENT (select one):

X I understand that the plat for Lakepointe Ph. 1B will not be scheduled for consideration by the Planning & Zoning Commission until such time as all staff comments have been addressed. I hereby waive the requirement that the plat be acted on by the Planning and Zoning Commission and/or the City Council within 30 days under the provisions of the Texas Local Government Code, Section 212.009, and understand and agree that the plat will be considered when it is administratively complete which may be longer than 30 days after the plat is filed; or

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

I AM THE OWNER OR AGENT AUTHORIZED TO MAKE THE ABOVE STATEMENTS AND REPRESENTATIONS HEREIN ON BEHALF OF THE OWNER.

Signature: [Handwritten Signature]
Owner / Authorized Agent

9/10/20
Date

Printed Name: Steve Lenart
Owner / Authorized Agent

Title: Manager

Company: LDC Lavon, LLC.

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

October 14, 2020

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

Re: LakePointe Phase 2B, 79 residential lots, 2 tracts, 17.487 Acres
Final Plat

Dear Ms. Dobbs:

As requested, we have reviewed the revised Final Plat and revised Development Plans dated August, 2020 as prepared by Corwin Engineering, Inc. for the above referenced property.

All comments have been satisfactorily addressed.

This concludes our review of the above referenced revised Final Plat and revised Development Plans. **We recommend Approval of the Final Plat and Construction Plans.**

Copies of the BCSUD approval and the adjacent landowner letter for grading activities should be provided to the City prior to any construction activities.

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

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

Sincerely,
FREEMAN-MILLICAN, INC.



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

Cc: David Carter, Mike Jones, Danny Anthony, Steve Lenart, Warren Corwin, P.E.

F:\17024 - LAV General Servies\9 - Review\Lakepointe (Lenart)\Phase 2B\LakePointe Ph 2B - Final Plat - Rev 1.docx

October 2, 2020

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

Re: LakePointe Phase 2B, 79 residential lots, 2 tracts, 17.487 Acres
Final Plat

Dear Ms. Dobbs:

As requested, we have reviewed the Final Plat and Development Plans dated August, 2020 as prepared by Corwin Engineering, Inc. for the above referenced property. Our comments are as follows:

Final Plat

1. We recommend that "Pointe Lake Drive" be renamed due to its similarity to LakePointe Blvd.
2. 30'x30' visibility easements should be located on Tract 1 as shown on the attached markup.

Water & Sanitary Sewer Plan (Sheet 8)

3. All waterline plans require BCSUD approval.
4. The note at Sta 9+05.00, Line "S-12" appears to be in error.
5. There appears to be a missing note at the downstream end of Line "S-12".

Offsite Fill Area (Sheet 18)

6. All earthwork beyond the Plat boundary will require written authorization from the property owner.

This concludes our review of the above referenced Final Plat and Development Plans. A copy of the applicable sheets with markups, is attached for your use.

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

Ms. Kim Dobbs
LakePointe Phase 2B – Final Plat
October 2, 2020
Page 2 of 2

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

Sincerely,
FREEMAN-MILLICAN, INC.

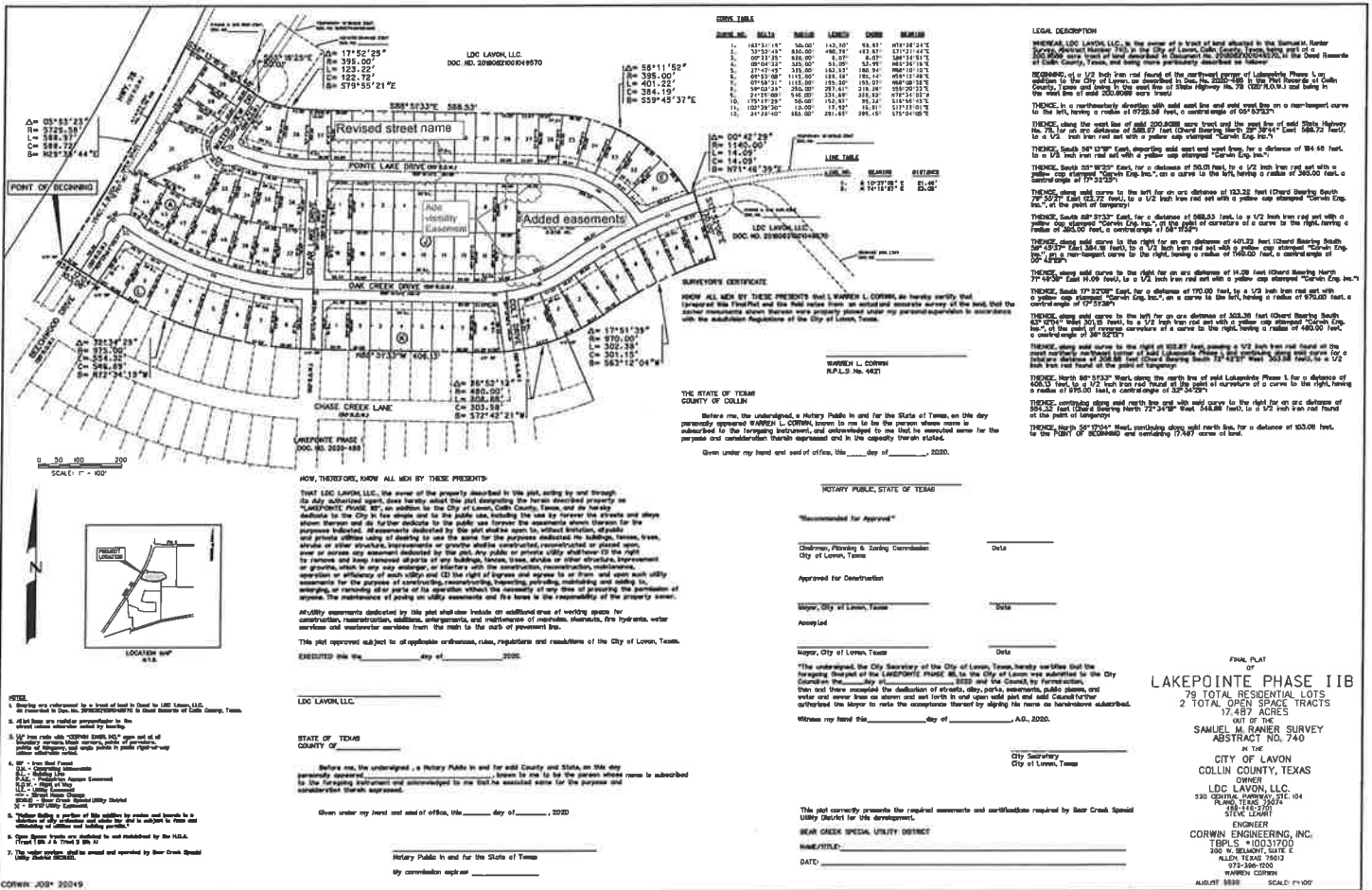
A handwritten signature in blue ink that reads "Mark D. Hill, P.E." with a stylized flourish at the end.

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

Attachment

Cc: David Carter, Mike Jones, Danny Anthony, Steve Lenart, Warren Corwin, P.E.

F:\17024 - LAV General Servies\9 - Review\Lakepointe (Lenart)\Phase 2B\LakePointe Ph 2B - Final Plat - Rev 0.docx



COORDINATES

LINE NO.	BEGIN	END	BEGIN	END	BEGIN	END
1.	143°11'14"	50.00'	142.00'	43.93'	478°18'24"E	
2.	325°10'47"	430.00'	480.94'	432.93'	57°12'14"E	
3.	00°37'23"	330.00'	4.30'	8.00'	184°14'41"E	
4.	123°22'	122.00'	122.00'	52.90'	481°18'13"E	
5.	37°25'41"	330.00'	143.33'	160.30'	168°10'17"E	
6.	40°13'08"	1110.00'	183.18'	180.24'	184°17'42"E	
7.	07°18'17"	1110.00'	183.20'	182.00'	184°08'18"E	
8.	34°02'24"	250.00'	251.41'	218.26'	158°20'21"E	
9.	101°12'00'	150.00'	150.00'	86.22'	113°14'12"E	
10.	101°12'00'	150.00'	150.00'	86.22'	113°14'12"E	
11.	101°12'00'	150.00'	150.00'	86.22'	113°14'12"E	
12.	27°39'00"	340.00'	281.49'	198.10'	37°10'40"E	

LEGAL DESCRIPTION

WHEREAS LDC LAVON, LLC, in the name of a trust of land situated in the Berman & Foster Survey, Section Number 23, in the City of Lavin, Collin County, Texas, being part of a 200-acre tract of land described in Document No. 200202000444, in the Collin County, Texas, and being more particularly described as follows:

REBARRING, of a 1/2 inch iron rod found at the northeast corner of Lot 78, in the City of Lavin, as described in Doc. No. 200202000444 in the First Record of Collin County, Texas, and being in the west line of State Highway No. 78 (D.R.W. & Co.) and being in the west line of said 200-acre tract;

THENCE, in a north-south direction with said east line and with said line on a non-tangent curve to the left, having a radius of 9723.30 feet, a central angle of 00°00'00";

THENCE, along the west line of said 200-acre tract and the east line of said State Highway No. 78, for an arc distance of 288.77 feet (Chord bearing South 89°29'44" East 588.72 feet, to a 1/2 inch iron rod set with a rubber cap stamped "Larson Eng. Inc.");

THENCE, South 89°13'30" East, comprising said east line and said line, for a distance of 84.40 feet, to a 1/2 inch iron rod set with a rubber cap stamped "Larson Eng. Inc.";

THENCE, South 03°19'20" East, for a distance of 50.00 feet, to a 1/2 inch iron rod set with a rubber cap stamped "Larson Eng. Inc."; on a curve to the left, having a radius of 300.00 feet, a central angle of 17°52'23";

THENCE, along said curve to the left for an arc distance of 123.22 feet (Chord bearing South 74°21'44" East 123.22 feet), to a 1/2 inch iron rod set with a rubber cap stamped "Larson Eng. Inc.", at the point of tangency;

THENCE, South 82°12'33" East, for a distance of 588.53 feet, to a 1/2 inch iron rod set with a rubber cap stamped "Larson Eng. Inc."; at the point of curvature of a curve to the right, having a radius of 1400.00 feet, a central angle of 10°17'47";

THENCE, along said curve to the right for an arc distance of 471.52 feet (Chord bearing South 82°12'33" East 588.53 feet), to a 1/2 inch iron rod set with a rubber cap stamped "Larson Eng. Inc.", at the point of tangency;

THENCE, along said curve to the right, having a radius of 1400.00 feet, a central angle of 10°17'47";

THENCE, along said curve to the right for an arc distance of 14.00 feet (Chord bearing North 77°19'20" East 14.00 feet), to a 1/2 inch iron rod set with a rubber cap stamped "Larson Eng. Inc."; on a curve to the left, having a radius of 875.00 feet, a central angle of 02°57'39";

THENCE, along said curve to the left for an arc distance of 303.30 feet (Chord bearing North 77°19'20" East 303.30 feet), to a 1/2 inch iron rod set with a rubber cap stamped "Larson Eng. Inc.", at the point of tangency;

THENCE, along said curve to the right, having a radius of 1400.00 feet, a central angle of 10°17'47";

THENCE, North 88°19'20" West, along the north line of said Lakepointe Phase I, for a distance of 400.00 feet, to a 1/2 inch iron rod set with a rubber cap stamped "Larson Eng. Inc.", at the point of tangency;

THENCE, along said curve to the right, having a radius of 1400.00 feet, a central angle of 10°17'47";

THENCE, North 50°17'24" West, comprising along said north line, for a distance of 833.08 feet, to the POINT OF BEGINNING and containing 17,487 acres of land.

SUPERVISOR'S CERTIFICATE

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared WARREN L. CORWIN, an individual, who acknowledged to me that he executed the foregoing instrument and acknowledged to me that he executed same for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this _____ day of _____, 2020.

WARREN L. CORWIN
N.P.L.S. No. 9421

THE STATE OF TEXAS
COUNTY OF COLLIN

NOTARY PUBLIC STATE OF TEXAS

"Recommended for Approval"

Chairman, Planning & Zoning Commission
City of Lavin, Texas

Approved for Determination

Mayor, City of Lavin, Texas

Accepted

Mayor, City of Lavin, Texas

Date

Date

"The undersigned, the City Secretary of the City of Lavin, Texas, hereby certifies that the foregoing description of the LAKEPOINTE PHASE II B, in the City of Lavin, Texas, was submitted to the City Council on the _____ day of _____, 2020 and the Council, by its resolution, has approved the same and thereupon the dedication of streets, alleys, parks, easements, public places, and water and sewer lines on shown and set forth in and upon said plat and said Council further authorized the Mayor to take the appropriate action by signing his name to this certificate submitted.

Witness my hand this _____ day of _____, A.D. 2020.

City Secretary,
City of Lavin, Texas

NOTICE

1. This plat was prepared by a trust of land to be used by LDC LAVON, LLC, as a subdivision of land in the City of Lavin, Texas, as shown on the plat.

2. All lot lines are indicated by bearings and distances.

3. If any lot line is shown as a bearing and distance, it is to be construed as a bearing and distance unless otherwise indicated.

4. If any lot line is shown as a bearing and distance, it is to be construed as a bearing and distance unless otherwise indicated.

5. If any lot line is shown as a bearing and distance, it is to be construed as a bearing and distance unless otherwise indicated.

6. If any lot line is shown as a bearing and distance, it is to be construed as a bearing and distance unless otherwise indicated.

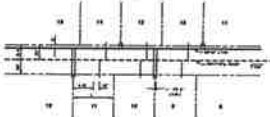
7. If any lot line is shown as a bearing and distance, it is to be construed as a bearing and distance unless otherwise indicated.

CORWIN JOB# 20019

FINAL PLAT
OF
LAKEPOINTE PHASE II B
78 TOTAL RESIDENTIAL LOTS
2 TOTAL OPEN SPACE TRACTS
17,487 ACRES
OUT OF THE
SAMUEL M. RANER SURVEY
ABSTRACT NO. 740
IN THE
CITY OF LAVON
COLLIN COUNTY, TEXAS
OWNER
LDC LAVON, LLC,
530 GENTLE AVENUE, STE. 104
PLANO, TEXAS 75074
STEVE LEHRT
ENGINEER
CORWIN ENGINEERING, INC.
1815 S. W. 100TH ST., SUITE E
ALLEN, TEXAS 75012
972-366-1200
WARREN CORWIN
AUGUST 2020 SCALE: 1"=100'

TYPICAL WATER & SEWER SERVICE LAYOUT
A.S.A.

SCALE: 1" = 30'



NOTE
This water system shall be owned and operated by Bear Creek Special Utility District District.

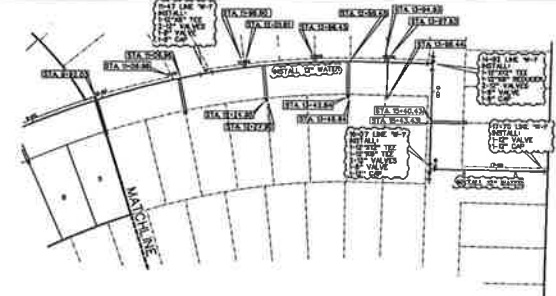
BEAR CREEK SUD
3880 COUNTY ROAD 541
LAWSON, TEXAS 75085

CABLE BEAVER GENERAL MANAGER
12721 643-2801 OR 6411-475-1288

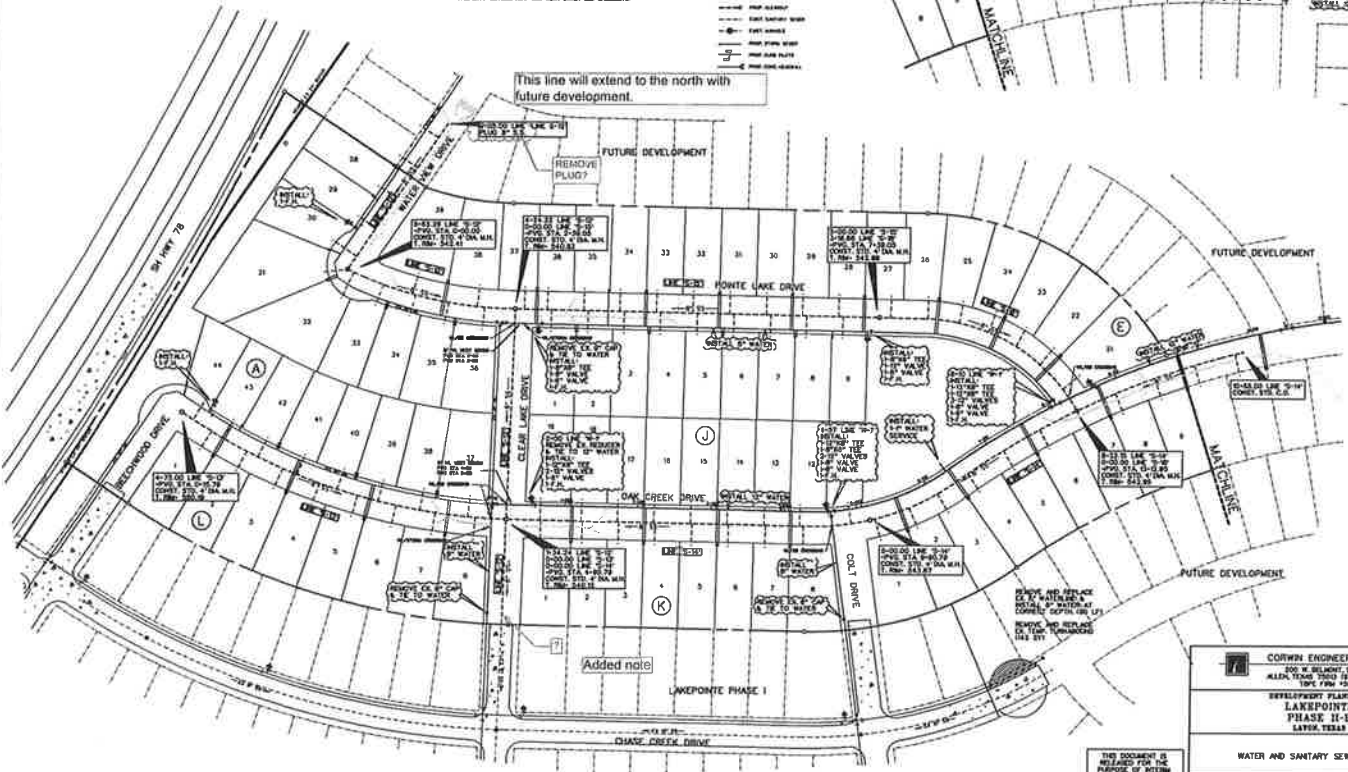
CHAD SMITH, FIELD SUPERVISOR
6781 872-1142

NOTE
WORK NOT TO BE INSTALLED IN PROPOSED ROW OR IN EXISTING UTILITY RIGHTS RESERVED BY PROPERTY OWNERS FOR NEW OVER THE CROWNERS

- LEGEND**
- 12" WATER MAIN
 - 18" WATER MAIN
 - 24" WATER MAIN
 - 30" WATER MAIN
 - 36" WATER MAIN
 - 42" WATER MAIN
 - 48" WATER MAIN
 - 54" WATER MAIN
 - 60" WATER MAIN
 - 66" WATER MAIN
 - 72" WATER MAIN
 - 78" WATER MAIN
 - 84" WATER MAIN
 - 90" WATER MAIN
 - 96" WATER MAIN
 - 102" WATER MAIN
 - 108" WATER MAIN
 - 114" WATER MAIN
 - 120" WATER MAIN
 - 126" WATER MAIN
 - 132" WATER MAIN
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 - 1074" WATER MAIN
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 - 1086" WATER MAIN
 - 1092" WATER MAIN
 - 1098" WATER MAIN
 - 1104" WATER MAIN
 - 1110" WATER MAIN
 - 1116" WATER MAIN
 - 1122" WATER MAIN
 - 1128" WATER MAIN
 - 1134" WATER MAIN
 - 1140" WATER MAIN
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 - 1200" WATER MAIN
 - 1206" WATER MAIN
 - 1212" WATER MAIN
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This line will extend to the north with future development.



COTWEN ENGINEERING, INC. 200 W. BELMONT, SUITE 1 ALLEN, TEXAS 75015 (972) 346-1100 FAX (972) 346-1101			
DEVELOPMENT PLANS FOR LAKEPOINTE PHASE II-B ALLEN, TEXAS			
WATER AND SANITARY SEWER PLAN			
DRAWN BY JWB	CHECKED BY JWB	DESIGNED BY JWB	SHEET NO. 8

THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF OBTAINING RECORDS UNDER THE AUTHORITY OF CHAPTER 11, ARTICLE 11.02, OF THE TEXAS CONSTITUTION. IT SHALL NOT BE USED FOR CONSTRUCTION PURPOSES.


SCALE 1" = 80'



We have contacted Steve and he will provide a letter. Once we have the letter we will send

provide written justification from property owner for work outside the Plot Boundary

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF SETTING RECORD RIGHTS. IT IS THE PROPERTY OF CORWIN ENGINEERING, INC. AND SHALL NOT BE USED FOR CONSTRUCTION PURPOSES.

 CORWIN ENGINEERING, INC. 200 W. BELMONT, SUITE E ALLEN, TEXAS 75002 972.318-1220 TWP: FPN 10651			
SITE/STAKEOUT PLAN FOR LAKEPOINTE PHASE II-B LAYON, TEXAS			
OFFSITE FILL AREA			
DESIGNED BY	DRAWN BY	CHECKED BY	SHEET NO.
JAY ZIEGLER	SALE	MARKET 1000	18
8204		7-07	



CITY OF LAVON

Agenda Brief

MEETING: November 3, 2020

ITEM: 7 - D

Item:

Public hearing, discussion and action regarding Ordinance No. **2020-11-02** amending Chapter 9, Exhibit A, Section 5.05 of the City of Lavon's Code of Ordinances to specify five foot (5') as the minimum sidewalk width.

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

Background Information

The City's Subdivision Code, adopted in 2002, is codified in Exhibit A of Chapter 9, Planning and Development Regulations of the City of Lavon Code of Ordinances. Section 5.05 Sidewalks of Exhibit A, Subdivision Code provides that the minimum width of concrete sidewalks is four feet (4').

In 2019, the City Council approved Ordinance No. **2019-12-01** adopting Standard Construction Details that provides that the minimum width of sidewalks is five feet (5'). The 2019 ordinance is in conflict with and supersedes the 2002 ordinance and the proposed ordinance removes the conflicting provision from the Code of Ordinances.

Code Excerpts:

**CITY OF LAVON CODE OF ORDINANCES
SUBDIVISION CODE, § 5.05 Sidewalks (2002)**

5.05 **Sidewalks.** Concrete sidewalks shall have a width of not less than four feet (4') and a thickness of not less than four inches (4")

**CITY OF LAVON CODE OF ORDINANCES
ARTICLE 9.01, § 9.01.001 (a) (2) (2018)**

(2) The city council hereby adopts the standard construction details maintained on file in the offices of the city, hereinafter referred to as "standards."

Planning and Zoning Commission Report – October 27, 2020

MOTION: RECOMMEND APPROVAL OF AN AMENDMENT TO CHAPTER 9, EXHIBIT A, SECTION 5.05 OF THE CITY OF LAVON’S CODE OF ORDINANCES TO SPECIFY FIVE FOOT (5’) AS THE MINIMUM SIDEWALK WIDTH.

MOTION MADE: NABORS

SECONDED: SMITH

APPROVED: UNANIMOUS

Approval is recommended.

Attachments: Proposed Ordinance

CITY OF LAVON, TEXAS
ORDINANCE NO. 2020-11-02

Subdivision Code Amendment – Sidewalk Width

AN ORDINANCE OF THE CITY OF LAVON, TEXAS, ENACTING AN AMENDMENT TO CHAPTER 9, EXHIBIT A, SECTION 5.05 OF THE CITY OF LAVON’S CODE OF ORDINANCES TO SPECIFY FIVE FOOT (5’) AS THE MINIMUM SIDEWALK WIDTH; PROVIDING A CONFLICT CLAUSE; PROVIDING A SEVERANCE CLAUSE; AND SETTING AN EFFECTIVE DATE.

WHEREAS, Section 51.012 of the Texas Local Government Code authorizes a city to adopt ordinances regulating the subdivision and development of land; and

WHEREAS, Chapter 9, Exhibit A Subdivision Ordinance, Section 5.05 of the City of Lavon Code of Ordinances, adopted in 2002, establishes a minimum sidewalk width of four feet (4’); and

WHEREAS, in 2019, the City Council adopted Article 9, Section 9.01.001 of the Code of Ordinances that established standard construction details providing for the minimum sidewalk width of five feet (5’); and

WHEREAS, the City Council finds that it is necessary to amend Section 5.05 to clarify the sidewalk width requirement; and

WHEREAS, the City Council finds that this Ordinance substantially advances the public health, safety, and general welfare of the citizens of Lavon, Texas;

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

Section 1. Incorporation of Recitals. The foregoing recitals hereby are incorporated by reference and made a part hereof as if fully set forth.

Section 2. Amendment. The City of Lavon Code of Ordinances, Chapter 9, Planning and Development Regulations, Exhibit A, Subdivision Ordinance, Section 5.05 is hereby amended as set out herein:

5.05 Sidewalks. Concrete sidewalks shall have a width of not less than ~~five~~ four feet (54’)..

Section 3. Conflict Clause. To the extent any provisions of the Subdivision Ordinance are in conflict with this Ordinance, this Ordinance shall control.

Section 4. Savings Clause. It is hereby declared by the City Council of the City of Lavon that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance.

Section 5. Effective Date. This Ordinance shall take effect immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas, this 3rd day of November 2020.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary



CITY OF LAVON Agenda Brief

MEETING: November 3, 2020

ITEM: 7 - E

Item:

Discussion and action regarding the award of the construction contract for the City of Lavon Wolf Run Ditch Improvements (CIP-8) Construction Project and Resolution No. 2020-11-02 approving and authorizing the Mayor to execute a construction contract with GRod Construction, LLC in the amount of \$66,646.00 and 45 days; and providing an effective date.

Background:

On October 22, 2020, the City opened competitive bids for the Wolf Run Ditch Improvement Project, which is CIP-8 Project. Five bids were received and opened, with one being disqualified. The construction project involves the installation of concrete maintenance strips along the flowline of the bar ditches to assist residents and city staff with future ditch maintenance. The project will also involve adjustment of several driveway culverts to correct drainage patterns and the replacement of an existing concrete flume.

The estimated preliminary construction budget for the project is \$64,300. The submitted base bids ranged from \$66,646 to \$191,352. Time to Construct ranged from 45 to 90 days. The lowest qualified bidder is GRod Construction, LLC with a bid of \$66,646.00 with a time to construct of 45 days. Freeman-Millican, Inc. (FMI) verified the bid documents, checked references and has recommended that the City award the contract to GRod Construction, LLC.

Financial Implication:

The recommended bid for construction exceeds the estimated project cost by \$2,346. Funding for the project will come from proceeds of the Series 2020 Certificates of Obligation and is allocated in the CIP FY 2020-21 Program Budget. The project is also eligible for funding to be obtained from the Street Maintenance Fund.

Staff Notes:

Approval is recommended.

Attachments:

- 1) Proposed Resolution
- 2) Engineer's Recommendation for Award
- 3) Construction Bid Tabulation
- 4) CIP-8 Project Sheet

CITY OF LAVON, TEXAS
RESOLUTION NO. 2020-11-02

Wolf Run Ditch Improvement Project – CIP-8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH GROD CONSTRUCTION, LLC FOR THE AMOUNT OF \$66,646.00 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 GRod Construction, LLC for the amount of \$66,646.00 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 approves and authorizes the Mayor to execute a construction contract with GRod Construction, LLC for the amount of \$66,646.00 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 3rd day of November 2020.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, 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.

October 23, 2020

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

Re: Recommendation of Award
Wolf Run Ditch Maintenance Strip [CIP-8]

Dear Ms. Dobbs:

Sealed bids for the above referenced project were received on October 22, 2020 at 2:00 p.m. at Lavon City Hall. A total of five (5) bids were received. One bid was rejected due to the fact that the proposal was not signed as required. A complete bid tabulation is attached.

The project involves installation of concrete maintenance strips along the flowline of the bar ditches to assist in future ditch maintenance. The project also includes adjustment of several driveway culverts and replacement of the existing concrete flume.

The low Base Bid was submitted by GRod Construction, LLC of Boyd, Texas in the Bid amount of \$66,646.00 and a construction time of 45 calendar days for substantial completion.

GRod Construction, LLC is the current contractor on the Moore Ln project. We recommend award of the project to GRod Construction, LLC. in the amount of \$66,646.00 and 45 calendar days.

Sincerely,
FREEMAN - MILLICAN, INC.



Mark D. Hill, P.E.
Project Manager



Attachment

F:\17024 - LAV General Servies\8 - Special Services\Wolf Run\5 - Bidding\Ltr of Recommendation - Wolf Run Ditch.docx

BID TABULATION

OWNER: City of Lavon		Contractor Grod Construction LLC		Contractor Atkins Bros. Equip Co, Inc		Contractor Trivince General Contractors	
PROJECT: Wolf Run Ditch Improvements		Address 889 E Rock Island Ave		Address 3516 Old Fort Worth Rd		Address 917 Ashwood Dr	
ENGINEER: FREEMAN-MILLICAN, INC.		City, State Boyd, TX 76023		City, State Midlothian, TX 76065		City, State Garland, TX 75041	
BID DATE: October 22, 2020		Phone 682-302-3219		Phone 972-775-7955		Phone 469-655-4954	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
BASE BID							
P.1	Concrete Maintenance Strips	2074	LF	\$20.00	\$41,480.00	\$41.00	\$85,034.00
P.2	Adjust 12" RCP Culverts	4	EA	\$1,790.00	\$7,160.00	\$2,000.00	\$8,000.00
P.3	Adjust 18" RCP Culverts	2	EA	\$1,790.00	\$3,580.00	\$1,900.00	\$3,800.00
P.4	Repair Concrete Driveways	106	LF	\$46.00	\$4,876.00	\$44.00	\$4,664.00
P.5	Traffic Control	1	LS	\$1,550.00	\$1,550.00	\$5,000.00	\$5,000.00
P.6	Seeding	1	LS	\$3,000.00	\$3,000.00	\$4,700.00	\$4,700.00
P.7	Contingency Allowance	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
ALTERNATE BID ITEMS							
AP.2	Install new 12" RCP	1	EA	\$2,900.00	\$2,900.00	\$2,000.00	\$2,000.00
AP.3	Install new 18" RCP	1	EA	\$3,200.00	\$3,200.00	\$1,900.00	\$1,900.00
TOTAL AMOUNT OF BASE BID (P.1 - P.7)					\$66,646.00		\$116,188.00
Time of Completion (Calendar Days)				45			90

BID TABULATION

OWNER: City of Lavon		Contractor McMahon Contracting, LP		Contractor Aleksander Omega LLC			
PROJECT: Wolf Run Ditch Improvements		Address 3019 Roy Orr Blvd		Address 1878 W Belt Line Rd			
ENGINEER: FREEMAN-MILLICAN, INC.		City, State Grand Prairie, TX 75050		City, State Cedar Hill, TX 75104			
BID DATE: October 22, 2020		Phone 972-263-6907		Phone 214-354-0840			
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
BASE BID							
P.1	Concrete Maintenance Strips	2074	LF	\$65.50	\$135,847.00		
P.2	Adjust 12" RCP Culverts	4	EA	\$5,550.00	\$22,200.00		
P.3	Adjust 18" RCP Culverts	2	EA	\$6,660.00	\$13,320.00		
P.4	Repair Concrete Driveways	106	LF	\$83.77	\$8,879.62		
P.5	Traffic Control	1	LS	\$2,775.00	\$2,775.00		
P.6	Seeding	1	LS	\$3,330.00	\$3,330.00		
P.7	Contingency Allowance	1	LS	\$5,000.00	\$5,000.00		
ALTERNATE BID ITEMS							
AP.2	Install new 12" RCP	1	EA	\$5,772.00	\$5,772.00		
AP.3	Install new 18" RCP	1	EA	\$6,882.00	\$6,882.00		
TOTAL AMOUNT OF BASE BID (P.1 - P.7)					\$191,351.62		
Time of Completion (Calendar Days)							
NO BID							



CIP-8

WOLF RUN DRAINAGE

Project Scope: Improve bar ditches along Wolf Run by installing concrete strip between driveway culverts to establish ditch flow line and provide hard surface for ditch maintenance purposes.



PROJECT RANKING		
PRIORITIZATION FACTOR	WEIGHTED SCORE	RANKING
Life, Health & Safety	5.1	3
Strategic Plan Conformance	4.5	2
Legal Mandate	2.6	3
Available Funding	6	3
Operational Necessity	4.8	2
Timing/Location/Public Perception	5	1
TOTAL	28.0	8

ESTIMATED PROJECT COST SUMMARY	
Concrete Strip	\$ 24,700
Traffic Control	\$ 12,000
Culvert Repair/Replace	\$ 4,900
Pavement Repair	\$ 2,200
Erosion Control	\$ 5,000
Subtotal Construction	\$48,800
Engineering, Survey, Geotechnical, Testing	\$ 8,200
Contingency (15%)	\$ 7,300
TOTAL PROJECT COST	\$64,300

Possible Funding Source: Street Maintenance, City Bond



CITY OF LAVON Agenda Brief

MEETING: November 3, 2020

ITEM: 7 - F

Item:

Discussion and action regarding the award of the construction contract for the City of Lavon Lake Shadow Drainage (CIP-13) Construction Project and Resolution No. 2020-11-03 approving and authorizing the Mayor to execute a construction contract with GRod Construction LLC in the amount of \$ 47,788.00 and 30 days; and providing an effective date.

Background:

On October 22, 2020, the City opened competitive bids for the Lake Shadow Drainage Project, which is CIP-13 Project. Six bids were received and opened. The construction project involves installing new 18" storm sewer to supplement existing the existing drainage area on Lake Shadow Dr. from the existing storm sewer to and including the culvert underneath the adjacent private road. The project involved obtaining a drainage easement from a cooperative adjacent property owner.

The estimated preliminary construction budget for the project is \$30,000. The submitted base bids ranged from \$47,788 to \$95,026. Time to Construct ranged from 10 to 45 days. The lowest qualified bidder is GRod Construction, LLC with a bid of \$47,788.00 with a time to construct of 30 days. Freeman-Millican, Inc. (FMI) verified the bid documents, checked references and has recommended that the City award the contract to GRod Construction, LLC.

Financial Implication:

The recommended bid for construction exceeds the estimated project cost by \$17,788. Funding for the project will come from proceeds of the Series 2020 Certificates of Obligation and is allocated in the CIP FY 2020-21 Program Budget. The project is also eligible for funding to be obtained from the Street Maintenance Fund.

Staff Notes:

Approval is recommended.

Attachments:

- 1) Proposed Resolution
- 2) Engineer's Recommendation for Award
- 3) Construction Bid Tabulation
- 4) CIP-13 Project Sheet

CITY OF LAVON, TEXAS
RESOLUTION NO. 2020-11-03

Lake Shadow Drainage Project – CIP-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH GROD CONSTRUCTION, LLC FOR THE AMOUNT OF \$47,788.00 AND 30 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 GRod Construction, LLC for the amount of \$47,788.00 and 30 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 approves and authorizes the Mayor to execute a construction contract with GRod Construction, LLC for the amount of \$47,788.00 and 30 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 3rd day of November 2020.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, 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.

October 23, 2020

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

Re: Recommendation of Award
Lake Shadow Drainage [CIP-13]

Dear Ms. Dobbs:

Sealed bids for the above referenced project were received on October 22, 2020 at 2:30 p.m. at Lavon City Hall. A total of six (6) bids were received. A complete bid tabulation is attached.

This project involves installing new 18" storm sewer to supplement the existing drainage area on Lake Shadow Dr. from the existing storm sewer to and including the culvert underneath the private road.

The low Base Bid was submitted by GRod Construction, LLC of Boyd, Texas in the Bid amount of \$47,788.00 and a construction time of 30 calendar days for substantial completion.

GRod Construction, LLC is the current contractor on the Lake Shadow Drainage project. We recommend award of the project to GRod Construction, LLC. in the amount of \$47,788.00 and 30 calendar days.

Sincerely,
FREEMAN - MILLICAN, INC.



Mark D. Hill, P.E.
Project Manager



Attachment

F:\17024 - LAV General Servies\8 - Special Services\Lake Shadow Drainage\5 - Bidding\Ltr of Recommendation - Lake Shadow Drainage.docx

BID TABULATION

OWNER: City of Lavon		Contractor Grod Construction LLC		Contractor Rich & Burns Utilities, LLC		Contractor 3S Contracting LLC	
PROJECT: Lake Shadow Drainage		Address 889 E Rock Island Ave		Address 5600 Tennyson Pkwy, #395		Address 2206 Scarlet Ln	
ENGINEER: FREEMAN-MILLICAN, INC.		City, State Boyd, TX 76023		City, State Plano, TX 75028		City, State Grand Prairie, TX 75050	
BID DATE: October 22, 2020		Phone 682-302-3219		Phone 214-239-4722		Phone 817-229-7712	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
BASE BID							
P.1	18" HDPE Storm Sewer	213	LF	\$96.00	\$20,448.00	\$72.01	\$15,338.13
P.2	24" RCP Culvert	20	LF	\$172.00	\$3,440.00	\$104.14	\$2,082.80
P.3	Connect to Existing	1	LS	\$910.00	\$910.00	\$4,094.63	\$500.00
P.4	30" Area Drain	1	EA	\$3,400.00	\$3,400.00	\$4,906.76	\$1,975.00
P.5	Driveway Removal & Repair	1	LS	\$1,810.00	\$1,810.00	\$3,479.39	\$500.00
P.6	Grouted Rip Rap	45	SY	\$210.00	\$9,450.00	\$136.11	\$6,124.95
P.7	Temporary Fencing	120	LF	\$10.00	\$1,200.00	\$12.97	\$1,556.40
P.8	Seeding	213	LF	\$10.00	\$2,130.00	\$6.00	\$1,278.00
P.9	Contingency Allowance	1	LS	\$5,000.00	\$5,000.00	\$1.50	\$319.50
TOTAL AMOUNT OF BASE BID (P.1 - P.9)					\$47,788.00		\$7,500.38
Time of Completion (Calendar Days)					30		10

BID TABULATION

OWNER: City of Lavon		Contractor Aleksander Omega LLC		Contractor Atkins Bros. Equip Co, Inc		Contractor McMahon Contracting, LP	
PROJECT: Lake Shadow Drainage		Address 1878 W Belt Line Rd		Address 3516 Old Fort Worth Rd		Address 3019 Roy Orr Blvd	
ENGINEER: FREEMAN-MILLICAN, INC.		City, State Cedar Hill, TX 75104		City, State Midlothian, TX 76065		City, State Grand Prairie, TX 75050	
BID DATE: October 22, 2020		Phone 214-354-0840		Phone 972-775-7955		Phone 972-263-6907	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
BASE BID							
P.1	18" HDPE Storm Sewer	213	LF	\$80.00	\$17,040.00	\$181.00	\$38,553.00
P.2	24" RCP Culvert	20	LF	\$800.00	\$16,000.00	\$131.00	\$2,620.00
P.3	Connect to Existing	1	LS	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00
P.4	30" Area Drain	1	EA	\$7,500.00	\$7,500.00	\$5,383.50	\$5,383.50
P.5	Driveway Removal & Repair	1	LS	\$4,500.00	\$4,500.00	\$7,500.00	\$7,500.00
P.6	Grouted Rip Rap	45	SY	\$150.00	\$6,750.00	\$144.00	\$6,480.00
P.7	Temporary Fencing	120	LF	\$10.00	\$1,200.00	\$10.00	\$1,200.00
P.8	Seeding	213	LF	\$5.00	\$1,065.00	\$20.00	\$4,260.00
P.9	Contingency Allowance	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
TOTAL AMOUNT OF BASE BID (P.1 - P.9)					\$66,565.00		\$76,113.00
Time of Completion (Calendar Days)					45		NO BID



CIP-13

LAKE SHADOW DRAINAGE

Project Scope: Install new 18" HDPE Storm Sewer to connect existing storm sewer outlet directly to private road culvert.



PROJECT RANKING		
PRIORITIZATION FACTOR	WEIGHTED SCORE	RANKING
Life, Health & Safety	3.4	4
Strategic Plan Conformance	3	4
Legal Mandate	3.9	2
Available Funding	4.8	2
Operational Necessity	2.4	4
Timing/Location/Public Perception	5	1
TOTAL	25.5	13

ESTIMATED PROJECT COST SUMMARY	
18" HDPE Pipe	\$ 6,300
36" Culvert	\$ 2,000
Headwall	\$ 4,500
Inlet	\$ 1,000
Junction Box	\$ 3,000
Seeding	\$ 1,000
Erosion Control	\$ 5,600
Subtotal Construction	\$23,400
Engineering, Survey, Geotechnical, Testing	\$ 3,100
Contingency (15%)	\$ 3,500
TOTAL PROJECT COST	\$30,000

Possible Funding Source: Street Maintenance, City Bond



CITY OF LAVON Agenda Brief

MEETING: November 3, 2020

ITEM: 7 - G

Item:

Discussion and action regarding approval of Task Order #6 with Freeman-Millican, Inc. pursuant to Resolution No. 2018-06-01 for professional engineering services for the preparation and submission of the application for renewal of the Texas Pollutant Discharge Elimination System (TPDES) permit for the Bear Creek Wastewater Treatment Plant, not to exceed \$9,400.00.

Background:

In July 2017, the City Council engaged Freeman-Millican Inc. to perform professional engineering services, serve as the City's professional engineering representative and provide professional engineering consultation and advice in connection with subdivision and development plat and plan review and general engineering consultation and project design. The professional services agreement provides for additional services to be engaged pursuant to separate Task Orders.

On October 13, 2020, a Renewal Reminder Notice was received from the Texas Commission on Environmental Quality (TCEQ) that the Texas Pollutant Discharge Elimination System (TPDES) permit for the Bear Creek Wastewater Treatment Plant. The City's permit will expire on October 1, 2021.

Preparing the permit renewal application requires technical expertise that the city engineer can provide. Furthermore, as the design engineer for the most recent wastewater treatment plant expansion, the city engineer is uniquely qualified to provide this service.

Financial Impact

Funding for the \$9,400.00 expenditure associated with the renewal permit application and submission is allocated in the Sewer Tap Fund. Revenue is provided from the Series 2018 tax note issuance.

Staff Notes:

Approval is recommended.

Attachments:

- 1) Task Order #6
- 2) TCEQ Notice

TASK ORDER No. 6

This Task Order is made part of and governed by the terms and provisions of the Agreement between Owner and Engineer for Professional Services, dated June 5, 2018 ("Agreement"), by and between the City of Lavon ("OWNER") and Freeman-Millican, Inc. ("ENGINEER"). All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

**PROJECT: BEAR CREEK WWTP – TPDES PERMIT RENEWAL APPLICATION
(WQ0014577001)**

SCOPE OF SERVICES:

1. Prepare a TPDES Permit Application and submit to the TCEQ for review. This will include attachments, forms, etc. that are required. The Owner will be required to provide some information for use in the permit application.
2. Renewal Applications for facilities less than 1.0 MGD generally consist of:
 - a. Administrative Report 1.0
 - i. USGS Topographic Map Exhibit
 - b. Supplemental Permit Information Form (SPIF)
 - i. USGS Topographic Map
 - c. Domestic Technical Report 1.0
 - i. Treatment Process
 - ii. Treatment Units description
 - iii. Process flow diagram
 - iv. Site Drawing
 - v. Pollutant Analysis
 - vi. Solids Management Plan
 - d. Domestic Worksheet 2.0 (Receiving Waters)
 - e. Domestic Worksheet 6.0 (Industrial Waste Contribution)
3. Provide Owner two (2) complete copies of the permit application for review and for locating in public location for public review as required by TCEQ.
4. Submit permit application to TCEQ for approval.
5. Provide supplemental information requested by TCEQ, as applicable.
6. Assist Owner in preparing notices for publication. Publication in local newspapers, in **both English and Spanish**, shall be the responsibility of the Owner. There will be two (2) required publications.

- Review Draft Permit and make recommendation to the Owner for modifications and/or acceptance.

PAYMENT BASIS:

- Compensation for professional services for the preparation of the TPDES Permit Renewal Application outlined above shall be on a lump sum basis.

<i>Task</i>	<i>Fee</i>	<i>Terms</i>
<i>TPDES Permit Application (Renewal)</i>	<i>\$ 8,100.00</i>	<i>Due upon submission to TCEQ</i>
	<i>\$ 1,200.00</i>	<i>Due upon receipt of Draft Permit</i>

Lump sum fee includes expenses related to employee travel and mileage, reprographics, courier expenses, business conferences, etc. directly related to the scope of services provided.

- Compensation for Additional Services shall be as follows:

Additional services shall be reimbursed on a mutually agreeable lump sum or on an hourly basis. No additional services shall be performed without a written authorization to proceed by the Owner.

Labor charges for Additional Services shall be billed at \$165 per hour.

Reimbursable expenses related to employee travel and mileage, airfare, car rental, hotel, reprographics, courier expenses, business conferences, etc. shall be reimbursed at cost plus ten percent (10%).

ADDITIONAL SERVICES

Any items requested not outlined in this Scope will be considered additional services and will be provided upon a written request as authorized by the Owner.

Any services required to address a protested permit application shall be considered Additional Services.

CLARIFICATIONS AND ASSUMPTIONS

All items included in the Scope of Services herein are subject to the following conditions:

- This Scope of Work and Fee do not include any survey work.
- The average capacity for the permit term will be less than 1.0 MGD. No additional expansion shall be included in this permit renewal application.
- Scope of work does not include support for meetings, such as stakeholder meetings, workgroup meetings, citizen information meetings or public meetings.
- The Owner will pay the required application fee directly to the TCEQ. A copy of the check will be provided to FMI for inclusion in the permit application.

5. Testifying in hearings and providing information that may be requested by TCEQ and/or Owner for protested permits will be provided on an hourly basis as an Additional Service.
6. Negotiations with adjacent or downstream owners, municipalities or other governmental entities will be performed by others.
7. Publication in local newspapers, in both English and Spanish (if required), shall be the responsibility of the Owner. Two (2) separate publications are required.

APPROVAL/ACCEPTANCE

Acceptance of the terms of this Task Order is acknowledged by the following signatures of the authorized representatives of the parties to the Agreement. This Task Order consists of this document and any supplemental pages attached and referenced hereto.

ENGINEER: Freeman-Millican, Inc.

OWNER: City of Lavon

By: Mark D. Hill, P.E. By: _____

Name: Mark D. Hill, P.E. Name: Vicki Sanson

Title: Project Manager Title: Mayor

Date: 28 OCT 20 Date: _____

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

October 02, 2020

CITY OF LAVON
PO BOX 340
LAVON, TX 75166 - 0340

Re: Renewal Reminder Notice for Permit No. WQ0014577001
Facility: RN104491238, BEAR CREEK WWTP
Issued to: OWNER, CN601534340, CITY OF LAVON

Dear Permittee:

Permit No. WQ0014577001 will expire at midnight, 10/01/2021. You are required to file an application for renewal of the existing permit **180 days prior to the date of expiration**. This will be the only notice you will receive for the referenced permit.

Notice of permit expiration is sent as a courtesy to the permittee. It is the responsibility of the permittee to renew the permit within the required timeframe. **Failure to submit an application on time may result in enforcement actions or expiration of the permit.** Failure to submit a complete application may cause the application to be returned.

If the permit is allowed to expire, continuation of any disposal activities beyond the date of expiration is a violation of the Texas Administrative Code and will be subject to administrative penalties.

If you wish to cancel the permit, please submit Request to Cancel Form No. 20029 to the Application Review and Processing Team of the Water Quality Division Support Section (MC-148) as soon as possible. To avoid assessment of the required water quality annual fee, you must submit the Cancellation Form prior to September 1. Please keep in mind that the Request to Cancel must be approved, along with any other documents, plans or reports required by the TCEQ.

For your convenience, the application forms are now available online at www.tceq.texas.gov. If you should have any questions or comments, please call the Applications Review and Processing Team at (512) 239-4671. If you have any technical questions, please call the Wastewater Permitting Section at (512) 239-4671.

Sincerely,

A handwritten signature in black ink, appearing to read "Travis Timm".

Travis Timm, Team Leader
Applications Review and Processing Team

RECEIVED
OCT 13 2020
CITY OF LAVON



CITY OF LAVON

Agenda Brief

MEETING: November 3, 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

On October 28, 2020 a federal district judge out of San Antonio [issued an opinion](#) voiding and invalidating an exemption to Governor Abbott’s statewide mask mandate for “any person who is voting, assisting a voter, serving as a poll watcher, or actively administering an election...”. The governor’s statewide mask mandate, [GA-29](#), does not require voters and other election administrators to wear masks at a polling place. Later the same day the Fifth Circuit Court of Appeals [granted](#) the governor and secretary of state’s request to “stay” the federal judge’s opinion, effectively blocking the lower court’s determination. The exemption from wearing a mask in a polling place will presumably remain in effect through the November 3 election.

This link to the Office of Governor’s website provides information regarding orders, proclamation, press releases and updates: <https://gov.texas.gov/coronavirus-executive-orders>.

The Governor’s Office website also contains a link to testing locations that indicate at this time the closest sites to Lavon are in Wylie and Rockwall

(<https://gov.texas.gov/coronavirus>).

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 and Proclamations.

On October 27, 2020, Collin County Judge Chris Hill announced he had tested positive for COVID-19.

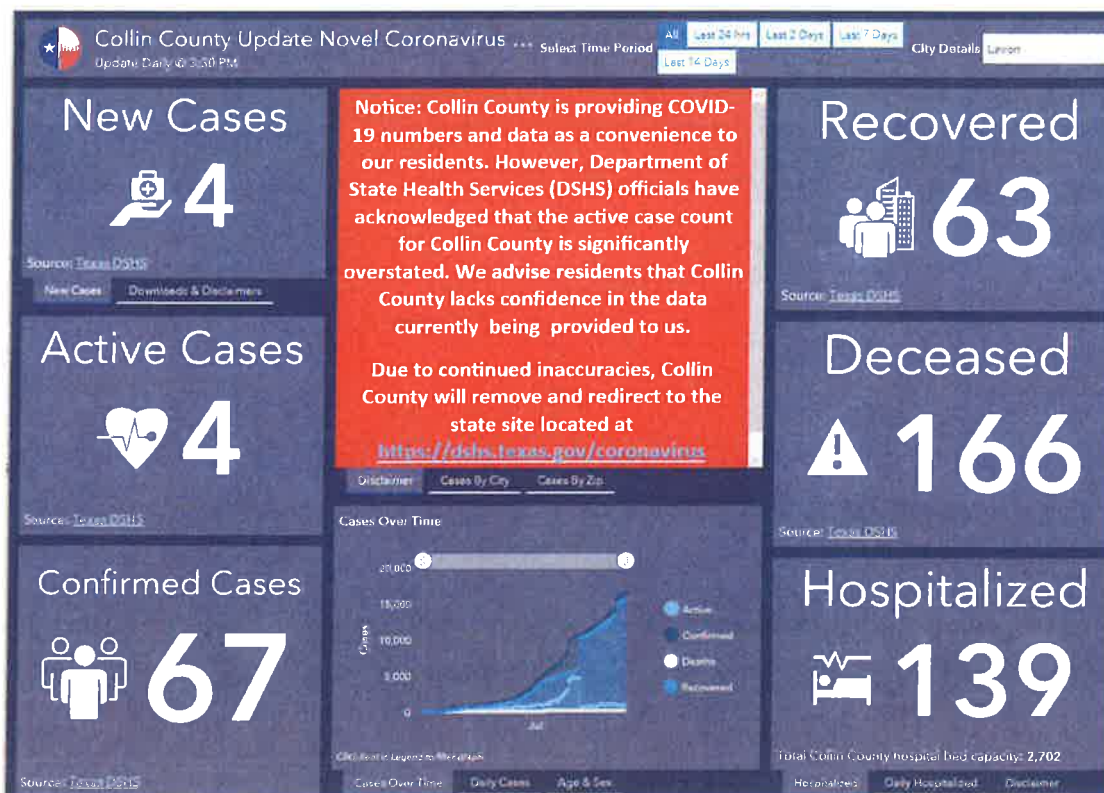
CASE REPORT UPDATE

According to CommunityImpact.com, Collin County commissioners voted on October 12, 2020 to remove the COVID-19 dashboard from the county website effective Oct. 30, 2020.

On October 26, 2020, the commissioners voted to leave the dashboard up indefinitely until the full court could decide as Judge Hill and Commissioner Williams were absent from the October 26 meeting. On October 30, 2020, for the Lavon area zip code 75166, the [Collin County COVID-19 Dashboard](#) posted:



Compared to the October 14, 2020 Dashboard posting:



OPERATIONS UPDATE

City Hall and the Police Department continue regular operations while the buildings remain closed for public entry.

From October 13, 2020 through October 30, 2020, City Hall was opened to the public as an early voting location for the November 3, 2020 election. City Hall will be an Election Day polling place on November 3. City administrative offices remain closed to the public with appointments available as needed.

As previously directed by the City Council and as allowed by the Public Utilities Commission, the Utility Billing Department is preparing notices for customers with delinquent accounts to notify them that disconnections will resume in January. The notice will offer customers the opportunity to contact Utility Billing to discuss their account status.

COVID-19 revenues and expenditures are being monitored and planning for fund utilization is ongoing.

PROGRAMS UPDATE

The Collin Cares Housing & Living Assistance Program application period concludes on November 1. A notice of the deadline was posted on the City's social media on October 30. Criteria for selection include:

- The applicant must be a Collin County resident, excluding those located in the City of Dallas as they have received their own funding.
- Have experienced a 15% or more reduction in income due to the coronavirus pandemic on or after March 1, 2020.
- Maintain \$20,000 or less in non-retirement assets.
- Have a documented income which does not exceed 200% of Area Median Income as detailed in the chart below.

The Lavon Economic Development Corporation is conducting a second \$20 Coupon Program for Lavon residents/businesses and will be providing the coupons to the residents in the utility bills mailed in November. For customers who receive e-bills, the coupons will be directly mailed. The coupons are expected to be valid from mid-November to mid-December.

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