



**AGENDA
MARCH 16, 2021
LAVON CITY COUNCIL
7:00 PM
REGULAR MEETING
TELEPHONIC MEETING**

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

In accordance with the orders of the Office of the Governor, the meeting will be conducted by telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19). There will be no physical location for the meeting. The meeting agenda and packet are posted online at www.cityoflavon.com. The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. A recording of the telephonic meeting will be made and will be available to the public in accordance with the Open Meetings Act upon written request.

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

2. INVOCATION

3. SPECIAL RECOGNITION

Lavon Peace Officer of the Year Investigator Lucie Spencer
and Reserve Peace Officer of the Year Sergeant Sarah Farwell

4. PROCLAMATION

Women's History Month – March 2021

5. 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.

6. ITEMS OF INTEREST/COMMUNICATIONS

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

7. CONSENT AGENDA

Consent items are considered routine or non-controversial and will be voted on in one motion unless a separate discussion is requested by a Member.

A. Approve the minutes of the March 2, 2021 meeting.

B. Approve Resolution No. **2021-03-01** approving and authorizing the Mayor to execute a professional services reimbursement agreement with Meritage Homes of Texas, LLC.

C. Authorize pursuit of Request for Qualifications for Project Management Services for a possible design build construction project of the public safety facilities.

8. ITEMS FOR CONSIDERATION

A. Discussion and action regarding Resolution No. **2021-03-02** approving and authorizing the Mayor to execute a professional services agreement with Kimley-Horn and Associates for professional planning services associated with the preparation of a Parks and Recreation Master Park Plan not to exceed \$30,000.

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

Lavon City Hall will provide reasonable accommodations for persons attending meetings. Please contact the City Secretary at 972-843-4220 no later than 48 hours prior to a meeting if you require special assistance | WiFi password: Guest2014

- C. Discussion and action regarding the recommendation of the Selection Review Committee to award by Resolution No. 2021-03-03 a grant writer/administrator to assist the City of Lavon in its application and administration of a contract, if awarded, from the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program for DR-4586 February Winter Weather.
- D. Discussion and action regarding acceptance of the public infrastructure for the Bear Creek, Phase 3 Addition.
- E. Discussion and action regarding acceptance of the Wolf Run Ditch Improvements (CIP-8) Construction Project.
- F. Discussion and action regarding approval of Task Order #7 with Freeman-Millican, Inc. pursuant to Resolution No. 2018-06-01 for professional engineering services for the design and preparation of bid documents, construction plans and administration for drainage improvements along North Geren and Windmill (CIP-3), not to exceed \$52,800.
- G. Discussion and action regarding Resolution No. 2021-03-04 approving and authorizing the Mayor to execute an Interlocal Cooperation Agreement with the City of Nevada for Infrastructure Construction Inspection Services.
- H. Discussion action regarding Resolution No. 2021-03-05 approving and authorizing the Mayor to execute a Vendor Services Agreement with The Roll Steady, L.L.C. for creation and retention of video content for the Lavon Volunteer Fire Department.
- I. Discussion and action regarding orders and regulations, programming, city facilities and operations related to COVID-19.
- J. Discussion and action regarding Board and Commission appointments – Parks and Recreation Board.
- K. Discussion and action regarding the provision of police service to the City of Nevada pursuant to an interlocal cooperation agreement.

9. DEPARTMENT REPORTS

The City Council may receive and discuss the reports.

- A. Police Services – Reports for services, activity, and administration.
- B. Fire Services – LFD service and equipment report, and EMS Response report.
- C. Public Works Services – General utilities, public works, street maintenance report including projects, mowing and trash collection; and code enforcement report.
- D. Capital Improvements Plan Report
- E. Administration Services – Building Permits Report; CWD Recycling Report; Collin County Tax Collection Report; Sales Tax Report; Comprehensive Plan Update Report; TxDOT SH 205 Report; and administration and staff report.

10. EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Subchapter D, the City Council may recess into Executive Session (closed meeting) to discuss the following items pursuant to: 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 police services.

11. RECONVENE INTO REGULAR SESSION

Consider and take any action necessary as a result of executive session.

12. CITY COUNCIL TO SET FUTURE MEETINGS AND AGENDAS

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

April 6, 2021 – Regular Meeting

13. PRESIDING OFFICER TO ADJOURN THE CITY COUNCIL MEETING

1. Notice is hereby given that members of the City Council, Economic Development Corporation Board, Planning and Zoning Commission, and Parks and Recreation Board may attend the meeting.
2. The body 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 8:00 PM on March 12, 2021.



Kim Dobbs, City Administrator



PROCLAMATION **City of Lavon, Texas**

“Women’s History Month”

WHEREAS, women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, women have played and continue to play critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, women have played a unique role throughout the history of the Nation by of the Nation; and

WHEREAS, women have provided much of the volunteer labor force and were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

WHEREAS, women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which have resulted in a more fair and just society for all;

NOW THEREFORE, I, Vicki Sanson, Mayor of the City of Lavon, on behalf of the entire City Council, do hereby proclaim March as “Women’s History Month” and ask all citizens to celebrate the contributions of women in the history of our nation.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Seal of the City of Lavon, Texas, to be affixed.

Vicki Sanson
Mayor



**MINUTES
MARCH 2, 2021
LAVON CITY COUNCIL
REGULAR MEETING
7:00 PM
TELEPHONIC MEETING**

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

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

2. MAYOR SANSON OBSERVED A MOMENT OF SILENCE.

3. RECOGNITION OF PUBLIC WORKS AND POLICE AND FIRE FIRST RESPONDERS

Mayor Sanson recognized the Public Works, Police and Fire First Responders along with Bear Creek Special Utility District for exemplary work during Winter Storm Uri.

4. CITIZENS COMMENTS

There were none.

5. ITEMS OF INTEREST/COMMUNICATIONS

6. CONSENT AGENDA

A. Approve the minutes of the February 2, 2021 meeting.

B. Approve the minutes of the February 18, 2021 meeting.

C. Receive Quarterly Investment Report.

MOTION: APPROVE THE CONSENT AGENDA.

MOTION MADE: WRIGHT

SECONDED: COOK

APPROVED: UNANIMOUS (Absent: Serkland)

7. ITEMS FOR CONSIDERATION

A. Public hearing, discussion, and action regarding the application of Aaron Story for a conditional use permit to construct a 400 sq ft accessory structure – pool cabana that is one more accessory structure than permitted at 495 Meadow View Dr., Block A, Lot 1, Lakeridge Meadows, (CCAD Property ID 2092027), Lavon, TX.

Presentation of request.

City Administrator Kim Dobbs provided information regarding the application. The applicant provided information regarding the existing accessory structures, the proposed use of the new structure and their preference to not have the building attached to the main structure. Ms. Dobbs noted that 6 neighbors notices were mailed with two notices returned in favor of and none in opposition to the request. Mr. Story answered questions.

PUBLIC HEARING, to receive comments regarding the request.

Mayor Sanson opened the public hearing at 7:12 p.m. and invited comments for or against the proposed conditional use permit. There being no comments, Mayor Sanson closed the hearing at 7:13 p.m.

Discussion and action regarding the request and accompanying ordinance.

Ms. Dobbs clarified that the proposed pool house is one more detached accessory structure than is permitted and noted that together the existing and proposed structures combined total area is less square footage than permitted.

MOTION: APPROVE THE APPLICATION OF AARON STORY FOR A CONDITIONAL USE PERMIT TO CONSTRUCT A 400 SQ FT ACCESSORY STRUCTURE – POOL CABANA THAT IS ONE MORE DETACHED ACCESSORY STRUCTURE THAN PERMITTED AT 495 MEADOW VIEW DR., BLOCK A, LOT 1, LAKERIDGE MEADOWS, (CCAD PROPERTY ID 2092027), LAVON, TX AND APPROVE THE ACCOMPANYING ORDINANCE.

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

- B. Public Hearing, discussion, and action regarding an application for a zoning change from Single Family - 2 (SF-2) to Main Street (M) zoning district on 1 acre at 616 S. Main St., Drury Anglin Survey, Abstract No. 2, Tract 80, (CCAD Property ID I25004I), Lavon, Texas, requested by Michael Bass.**

Presentation of request.

Ms. Dobbs provided information regarding the application for a zoning change from Single Family - 2 (SF-2) to Main Street (M). The applicant provided information about the proposed application. Linda Jangula, Power of Attorney for Mr. Bass, 780 Lake Shadow, stated that there are two (2) possible businesses interested in moving to the property.

PUBLIC HEARING, to receive comments regarding the request.

Mayor Sanson opened the public hearing at 7:21 p.m. and invited comments for or against the proposed conditional use permit. Pam Mundo, Executive Director of the Lavon Economic Development Corporation (LEDC), spoke in favor of the request. Ms. Mundo commented on the LEDC vision for the opportunities along Main Street. Mayor Sanson closed the hearing at 7:23 p.m.

Discussion and action regarding the request and accompanying ordinance.

Ms. Dobbs answered questions and confirmed that the zoning change would not relieve a user from compliance with appropriate building codes and regulations.

MOTION: APPROVE THE APPLICATION FOR A ZONING CHANGE FROM SINGLE FAMILY - 2 (SF-2) TO MAIN STREET (M) ZONING DISTRICT ON 1 ACRE AT 616 S. MAIN ST., DRURY ANGLIN SURVEY, ABSTRACT NO. 2, TRACT 80, (CCAD PROPERTY ID 125004I), LAVON, TEXAS, REQUESTED BY MICHAEL BASS AND APPROVE THE ACCOMPANYING ORDINANCE.

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

- C. Public hearing, discussion, and action regarding a request to amend Ordinance No. 2017-09-01 that established the Lavon Farms Planned Development to regulate the placement of rear yard fences.**

Presentation of request.

Ms. Dobbs provided information regarding the request to amend the Ordinance.

PUBLIC HEARING, to receive comments regarding the request and accompanying ordinance.

Mayor Sanson opened the public hearing at 7:27 p.m. and invited comments for or against the proposed amendment to the Ordinance. There being no comments, Mayor Sanson closed the public hearing at 7:28 p.m.

Discussion and action regarding the request.

MOTION: APPROVE AN ORDINANCE TO AMEND ORDINANCE NO. 2017-09-01 THAT ESTABLISHED THE LAVON FARMS PLANNED DEVELOPMENT TO REGULATE THE PLACEMENT OF REAR YARD FENCES.

MOTION MADE: WRIGHT
SECONDED: COOK
APPROVED: UNANIMOUS (Absent: Serkland)

- D. Public hearing, discussion, and action regarding the application of William Sorrells on behalf of the Lavon Church of Christ for a variance to Section 4.05.009 Prohibited Signs of the Code of Ordinances, Subsection (13) to permit an off-premises sign on property situated southwest of the intersection of SH 78 and Lake Road/CR 486. Lavon, Texas.**

Presentation of request.

Ms. Dobbs provided information regarding the request. Bill Chambers, Lavon Church of Christ, provided history and information regarding the proposed sign.

PUBLIC HEARING, to receive comments regarding the request.

Mayor Sanson opened the public hearing at 7:33 p.m. and invited comments for or against the proposed amendment to the Ordinance. There being no comments, Mayor Sanson closed the public hearing at 7:34 p.m.

Discussion and action regarding the request.

MOTION: APPROVE THE APPLICATION OF WILLIAM SORRELLS ON BEHALF OF THE LAVON CHURCH OF CHRIST FOR A VARIANCE TO SECTION 4.05.009 PROHIBITED SIGNS OF THE CODE OF ORDINANCES, SUBSECTION (13) TO PERMIT AN OFF-PREMISES SIGN ON PROPERTY SITUATED SOUTHWEST OF THE INTERSECTION OF SH 78 AND LAKE ROAD/CR 486. LAVON, TEXAS.

MOTION MADE: COOK
SECONDED: KELL
APPROVED: UNANIMOUS (Absent: Serkland)

- E. Receive presentation and discussion regarding a proposed 212-acre mixed use development located in the extraterritorial jurisdiction of the City, situated south of Crestridge Meadows and Bear Creek, Phases 3, 4, and 5, west of Meadowcreek Estates and generally bounded on the west by CR 484 and on the south and east by CR 483 - requested by Meritage Homes.**

Ms. Dobbs provided information regarding the location of the proposed mixed-use development. Matt Pagoria, Vice President Land Acquisition, Meritage Homes provided information and answered questions regarding the proposed development. Mr. Pagoria stated that the developer would seek a public improvement district for the project. No action was taken

- F. Presentation and discussion of the 2020 Lavon Economic Development Corporation Annual Report and Strategic Plan. (Item deferred)**

- G. Discussion and action regarding acceptance of the Moore Lane Paving/Drainage (CIP-2) Construction Project.**

Mark Hill, Freeman Millican LLC., presented information to the council regarding the completion of (CIP-2) Moore Lane Paving/Drainage and recommended acceptance.

MOTION: ACCEPT THE MOORE LANE PAVING/DRAINAGE (CIP-2) CONSTRUCTION PROJECT.

MOTION MADE: KELL

SECONDED: WRIGHT
APPROVED: UNANIMOUS (Absent: Serkland)

8. EXECUTIVE SESSION

At 7:59 p.m., in accordance with Texas Government Code, Chapter 551, Subchapter D, the City Council recessed into the City Council recessed into Executive Session (closed meeting) pursuant to (i) Section 551.072 to deliberate the purchase, exchange, lease, or value of real property and (ii) 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 municipal services in an unincorporated area.

9. RECONVENE INTO REGULAR SESSION

In accordance with Texas Government Code, Section 551.001, et seq., Mayor Sanson reconvened the meeting at 8:39 p.m. and stated that no action was taken in executive session

7. ITEMS FOR CONSIDERATION resumed

F. Presentation and discussion of the 2020 Lavon Economic Development Corporation Annual Report and Strategic Plan.

Pam Mundo, Executive Director, presented the 2020 Lavon Economic Development Corporation Annual Report and Strategic Plan.

H. Discussion and action regarding possible participation in the FEMA Public Assistance Program for Winter Storm Uri DR-4586 and appointment of a Selection Review Committee to perform procurement of professional grant administration services related thereto.

Ms. Dobbs provided information regarding the process for applying for grants in regard to Winter Storm Uri DR-4586 and the benefit of engaging a firm that specializes in grant writing and administration services.

MOTION: AUTHORIZE THE REQUEST FOR QUALIFICATIONS PROCESS FOR GRANT ADMINISTRATION SERVICES AND APPOINT THE MAYOR, MAYOR PRO TEM, AND CITY ADMINISTRATOR AS THE SELECTION REVIEW COMMITTEE.

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

I. Presentation, discussion, and action regarding the possible proposed purchase of fire apparatus.

Ms. Dobbs and Fire Chief Danny Anthony presented information regarding the proposed purchase of fire apparatus and related building and staffing matters. The City Council authorized the staff to provide a letter of intent for the purchase of an S4859 Spartan 105' Quint and further directed the staff to move forward with the investigation of the purchase of a fully-equipped Quint, a brush truck, related building modifications to the fire station, police station, and public works facilities, and staffing options.

MOTION: AUTHORIZE CITY STAFF TO NOTIFY METRO FIRE OF THE INTENTION TO PURCHASE A FIRE APPARATUS AND PURSUE OPTIONS AND ACTIONS RELATED TO ASSOCIATED BUILDING EXPANSION AND STAFFING MATTERS.

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

J. Discussion and action regarding an update to the Personnel Policies and Procedures.

Ms. Dobbs recapped the development and review of the proposed updates to the Personnel Policies and Procedures, noting the information was distributed in March 2020. Ms. Dobbs reviewed an additional section relating to internet security.

MOTION: APPROVE THE PERSONNEL POLICIES AND PROCEDURES AS PROPOSED AND AUTHORIZE THE CITY ADMINISTRATOR TO AMEND THE POLICIES AND PROCEDURES AS NEEDED.

MOTION MADE: WRIGHT

SECONDED: KELL

UNANIMOUS: APPROVED (Absent: Serkland)

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

Ms. Dobbs updated the Council on Governors Executive Order GA-34. Ms. Dobbs added that free drive-up mobile testing will be held at City Hall on March 13 and March 16 from 9:00 a.m. and 12:00 p.m. The Council directed staff to cancel Breakfast with the Bunny and focus on Camp 9-1-1 for the 2021 year.

8. EXECUTIVE SESSION

At 9:55 p.m., in accordance with Texas Government Code, Chapter 551, Subchapter D, the City Council recessed into Executive Session (closed meeting) pursuant to (i) Section 551.072 to deliberate the purchase, exchange, lease, or value of real property and (ii) 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 municipal services in an unincorporated area.

9. RECONVENE INTO REGULAR SESSION

In accordance with Texas Government Code, Section 551.001, et seq., Mayor Sanson reconvened the meeting at 10:09 p.m. and stated that no action was taken in executive session.

10. CITY COUNCIL TO SET FUTURE MEETINGS AND AGENDAS.

March 16, 2021 – Regular Meeting

Schedule Ribbon-cutting – Moore Lane

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

DULY PASSED and APPROVED by the City Council of Lavon, Texas, on this 16th day of March 2021.

Vicki Sanson
Mayor

ATTEST:

Rae Norton
City Secretary



CITY OF LAVON Agenda Brief

MEETING: March 16, 2021

ITEM: 7 – B

Item:

CONSENT AGENDA

Approve Resolution No. 2021-03-01 approving and authorizing the Mayor to execute a professional services reimbursement agreement with Meritage Homes of Texas, LLC.

Background:

Meritage Homes of Texas, LLC approached the City regarding a proposed project on 212 acres situated in the extraterritorial jurisdiction of and adjacent to the city. Developers regularly reimburse a City for the City's costs incurred for legal, special district, financial, and engineering consultants engaged by the City to provide professional services related to their proposed development.

The developer expressed the intent to annex the addition into the City. As provided for in state law, the developer is exploring financing a portion of the costs of development through the creation of a public improvement district (PID), or other similar district.

Financial Implications:

The complexity of the regulations relating to special districts necessitates specific expertise and experience in the review of potential financing options. Considering the proposed options and requests without the guidance of a professional consulting team is not advisable and could be costly.

Staff Notes:

The City Attorney reviewed the proposed agreement and has approved its form. Approval is recommended.

Attachments: Proposed Resolution and agreement
Location Exhibit

CITY OF LAVON, TEXAS
RESOLUTION NO. 2021-03-01

Prof. Services Reimb. Agreement – Meritage Homes of Texas, LLC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES REIMBURSEMENT AGREEMENT WITH MERITAGE HOMES OF TEXAS, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Meritage Homes of Texas, LLC has submitted a development plan and financing proposal for property in the extraterritorial jurisdiction of and adjacent to the City of Lavon; and

WHEREAS, the City Council has considered and determined that it is necessary and in the best interests of City of Lavon to engage professional services related to the review of the proposal and options.

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

SECTION 1. The City Council hereby approves and authorizes the Mayor to execute the Professional Services Reimbursement Agreement attached hereto as Exhibit “A”.

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

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas on the 16th day of March 2021.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary

CITY OF LAVON, TEXAS
RESOLUTION NO. 2021-03-01

EXHIBIT A

Professional Services Reimbursement Agreement

**PROFESSIONAL SERVICES
REIMBURSEMENT AGREEMENT**

This Reimbursement Agreement (this "Agreement"), effective as of the _____ day of March 2021, (the "Effective Date"), is made and entered into by and between the City of Lavon, Texas (the "City") and MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company ("Developer"), herein collectively referred to as ("Party" or "Parties").

RECITALS

WHEREAS, Developer owns approximately 212 acres of real property located in Collin County, Texas, located at the intersection of CR484 and CR485 as depicted in Exhibit A attached hereto (the "Development Land");

WHEREAS, the Developer intends to develop a single-family residential development with possible other uses as may further be described and agreed upon by the Parties in subsequent documents;

WHEREAS, the City and the Developer have no existing development agreement or other agreement between the parties with respect to the development of the Development Land or use of a special district to finance costs of public improvements necessary for the development of the Development Land; and

WHEREAS, the Developer has proposed that the financing of a portion of the costs of the public improvements necessary for the development of the Development Land may be achieved by means of the Public Improvement District ("PID") Act or through creation of a tax increment reinvestment zone, a municipal utility district, a municipal management district, or other similar district; and

WHEREAS, the Parties hereto recognize that the City will incur and continue to incur expenses through the entire review process until final completion of the development ("City Expenses") including but not limited to: professional services, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, special consultant fees, and fees for administrative time of City staff; and

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Payment for Professional Services. The Developer shall deposit with the City \$10,000 for payment of City Expenses necessary to conduct the review of the proposed development submittals and/or alternative development financing options, municipal service and entitlement matters within ten (10) days of receipt of request by the City:

(a) City agrees to hold all Developer's contributions in a separate fund

maintained by the City which may only be used for City Expenses defined herein.

- (b) The City will pay City Expenses out of the amount deposited with the City and keep accounting of all charges for City Expenses incurred for the review and any unused contributions shall be returned to the Developer.
- (c) Developer agrees that in the event the funds for City Expenses balance falls below \$3,500, then Developer shall remit an additional amount of not less than \$10,000.
- (d) In the event the balance for City Expenses is exhausted, upon notice, Developer shall pay the balance owed in full within fifteen (15) days in addition to the remittance of the additional funds as provided above.
- (e) In the instance that deposits of additional funds are not timely made, the City has no obligation to incur any additional costs and expenses in connection with the development proposals.
- (f) Failure of Developer to meet its obligations above may result in the suspension or revocation of any active development permits.

2. Termination. This Agreement shall terminate within six (6) months of the effective date or an earlier date upon Developer's delivery of five (5) calendar days' prior written notice of termination to the City (the "Termination Date"); provided, however fees for City Expenses incurred by the City on or before the Termination Date may be funded under Section 1. The Parties may extend this Agreement in writing at any time prior to the Termination Date.

3. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein.

4. Amendment. This Agreement may only be amended, altered or revoked by written instrument approved by the City Council.

5. Successors and Assigns. Neither City nor Developer may assign or transfer their interest in the Agreement without prior written consent of the other Party.

6. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing or when delivered by email, addressed to the intended recipient at the email address shown below.

City:

City of Lavon
Kim Dobbs, City Administrator
120 School Road
Lavon, Texas 75166
Email Address: kim.dobbs@cityoflavon.org
Phone Number: (972) 843-4220

Developer:

Meritage Homes
Matthew Pagoria, Vice President Land Acquisition
8840 Cypress Waters Blvd., Suite 100
Dallas, TX 75019
Email Address: matthew.pagoria@meritagehomes.com
Phone Number: 972.580.6302

7. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for nor against either party.

8. Applicable Law. This Agreement is made and shall be construed in accordance with the laws of the State of Texas and venue shall lie in Collin County, Texas.

9. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the Effective Date.

CITY OF LAVON, TEXAS

By _____
Vicki Sanson, Mayor

Date: _____

ATTEST:

Rae Norton, City Secretary

DEVELOPER

MERITAGE HOMES OF TEXAS, LLC
an Arizona limited liability company

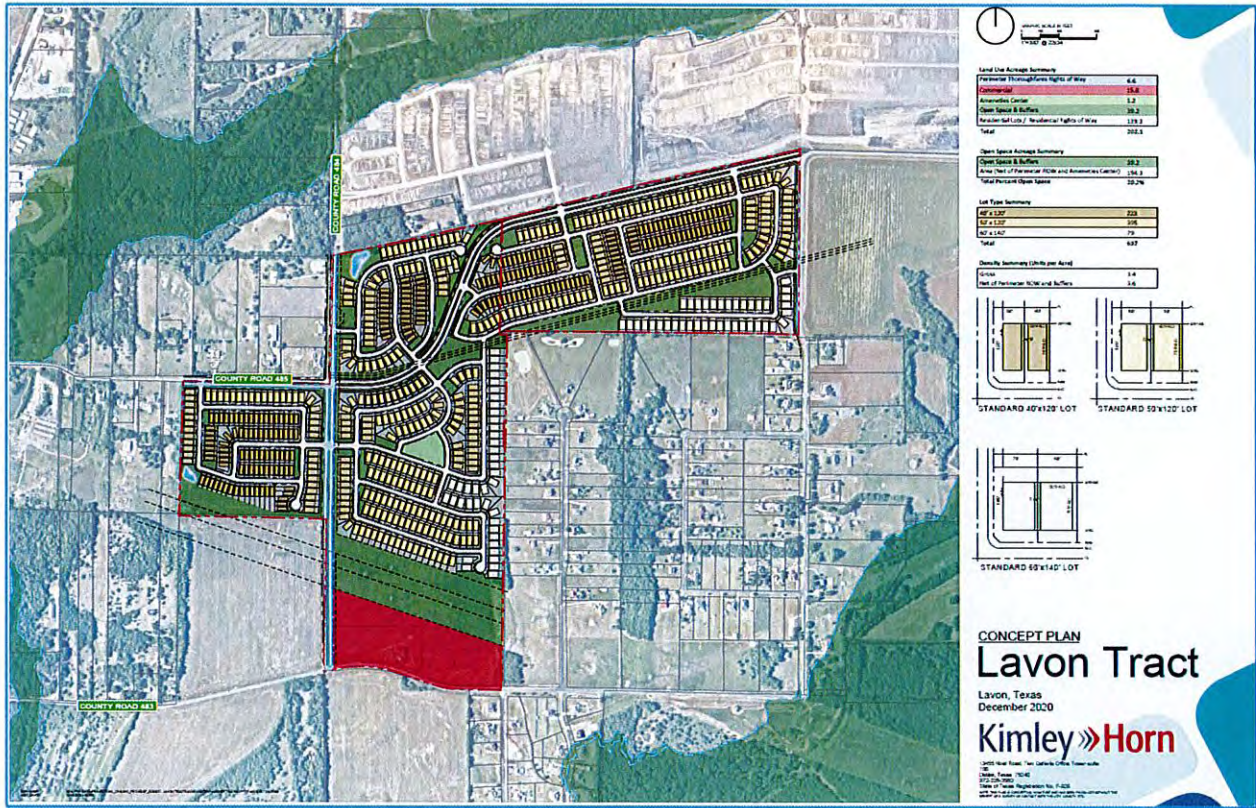
By: _____

Printed Name: Matthew J. Pagoria

Title: VP Land Acquisition

Date: _____

EXHIBIT A





CITY OF LAVON Agenda Brief

MEETING: March 16, 2021

ITEM: 7 - C

Item:

CONSENT AGENDA

Authorize pursuit of Request for Qualifications for Project Management Services for a possible design build construction project of the public safety facilities.

Background:

On March 2, 2012, the City Council expressed support for the purchase of fire apparatus and the related matters. Among related matters is an expansion of the existing fire station to house the new larger apparatus. The Capital Improvements Plan (CIP) prioritized the expansion of the existing Police and Fire Stations are project CIP-9.

The staff reviewed the options for expansions and consulted other cities who have pursued similar construction activities. The most common construction method is Design Build. Project Management services to guide the process were recommended.

Financial Implication:

Funding for the expansion, including design and construction, is in the CIP budget.

Staff Notes:

The city staff is seeking direction to prepare a request for qualifications (RFQ) and move forward with the process.

Attachments: CIP-9 Sheet
DRAFT RFQ Packet borrowed from a peer city



**CITY OF LAVON
COMMUNITY VISION
CAPITAL IMPROVEMENTS PLAN**

CIP-9

FD /PD FACILITY EXPANSION

Project Scope: Improvements to the existing PD/FD buildings. This could include additional parking, office/storage space expansion, equipment storage, and other improvements.



PROJECT RANKING		
PRIORITIZATION FACTOR	WEIGHTED SCORE	RANKING
Life, Health & Safety	8.5	1
Strategic Plan Conformance	6	2
Legal Mandate	1.3	4
Available Funding	2.4	4
Operational Necessity	6	1
Timing/Location/Public Perception	3	3
TOTAL	27.2	9

ESTIMATED PROJECT COST SUMMARY	
Concrete Parking	\$ 100,300
Office/Storage Expansion	\$ 350,000
Vehicle Storage	\$ 250,000
Subtotal Construction	\$700,300
Design, Survey, Geotechnical, Testing	\$ 112,100
Contingency (15%)	\$ 105,000
TOTAL PROJECT COST	\$917,400

Possible Funding Source: City Bond

City of Lavon
REQUEST FOR QUALIFICATIONS
2021-03-_____

Project Management Support Services

Issued: _____

**Statements of Qualifications Due No Later than:
10:00 a.m. (CST) _____**

DRAFT - SAMPLE

INTRODUCTION

1.1 Request for Statements of Qualifications. The City of Lavon ("The City") is soliciting qualifications statements from qualified Project Management Firms ("Project Manager") interested in providing services on _____ that the City wishes to design and construct.

It is anticipated that the _____ budget will be approximately \$ _____ and will incorporate _____ and associated spaces for police, fire, and emergency services.

The delivery method for the project is anticipated to be Design-Build ("DB").

1.2 Point-of-Contact/Restriction on Communication. The City designates the following person as its representative and Point-of-Contact for this RFQ:

Respondents shall direct all questions regarding this RFQ, in writing, solely to the City's Representative specified above. No phone inquiries will be entertained. Do not contact members of the City Council or employees of The City. Contact with any of these prohibited individuals after issuance of the RFQ and before selection is made, may result in disqualification of your Qualifications Statement.

SCOPE OF SERVICES

2.1 It is the City's objective to enter into a contract with the most qualified project management firm to act as the project manager for the subject project, providing project Scope of Services as detailed in Exhibit A.

It is anticipated that the _____ budget will be approximately \$ _____ and will incorporate _____ and associated spaces for police, fire, and emergency services.

SELECTION PROCESS FOR PROJECT MANAGER

3.1 The selection of a Project Manager will be made on the basis of demonstrated competence and qualifications. In phase one of the selection process, The City will review all Statements of Qualifications received by the deadline and evaluate each Offeror's experience, technical competence, capability to perform, past performance, references and other relevant factors submitted in response to this Request for Qualifications. No pricing information will be sought, and none may be provided until the

commencement of contract negotiations with the selected firm(s). At the end of the evaluation process, The City will score and rank finalists using the following weighted selection criteria:

1. The reputation and experience of the Offeror and its proposed personnel, ie references. (20%)
2. The competence and demonstrated quality of the Offeror and its proposed personnel. (20%)
3. Extent to which the Offeror's firm, staffing plan and size meets the City's needs and is appropriate for this project. (20%)
4. The Offeror's presentation of its Statement of Qualifications (20%)
5. The extent to which Offeror's approach and methodology are in agreement with the philosophy of the City. (20%)

Based on the final rankings, The City will select the firm it believes to be the most highly qualified and may attempt to negotiate an acceptable contract with such firm.

SUBMISSION INSTRUCTIONS

4.1 THE CITY RESERVES THE RIGHT TO WAIVE ANY IRREGULARITIES OR TECHNICALITIES AND MAKE ANY DECISION THAT THEY JUDGE IS IN THE BEST INTEREST OF THE CITY. THIS REQUEST FOR QUALIFICATIONS DOES NOT OBLIGATE THE CITY TO AWARD A CONTRACT OR PAY ANY COSTS INCURRED BY THE OFFEROR IN THE PREPARATION AND SUBMITTAL OF A STATEMENT OF QUALIFICATIONS. THE CITY, IN ITS OWN DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY OFFER AND/OR REJECT ANY AND ALL STATEMENTS OF QUALIFICATIONS WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS REQUEST FOR QUALIFICATIONS. BY SUBMITTING A STATEMENT OF QUALIFICATIONS, OFFEROR AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST THE CITY AND ITS TRUSTEES, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY FIRM; (2) ANY REQUIREMENTS UNDER THE SOLICITATION OR RELATED DOCUMENTS; (3) THE SELECTION OR NON- SELECTION OF ANY FIRM, THE REJECTION OF ANY FIRM; AND/OR THE AWARD OF A CONTRACT, IF ANY.

4.2 The City may request clarification from firms for the purpose of eliminating minor errors, and/or non-substantive irregularities. Clarification does not give a firm the opportunity to revise, change, or modify its statement of qualifications except to the extent of correction of the error. The City reserves the right to require additional information from firms and to conduct necessary investigations to determine firm's competence and qualifications and/or the accuracy of information. The City assumes

no financial responsibility for any costs incurred by firms in developing and submitting a statement of qualifications or any amendments or addenda, participating in any negotiation sessions or discussions, or any other costs incurred by firms pursuant to this RFQ. Responses to this RFQ shall include the complete submission requirements in the sequence and format prescribed in that section Due to COVID-19, interested firms will submit One Electronic response to:

All questions should be addressed via email to _____ no later than 3:00 p.m. on _____. Responses will be issued via addendum to all firms that requested a copy of the RFQ and will be posted on the City's website. Due to COVID-19, no preproposal meeting will be held.

Statements of qualifications must be submitted in sufficient time to be received and time-stamped via email no later than 10:00 a.m. on _____. Statements received after the published deadline time and date cannot be considered and will be deemed non-responsive.

SUBMISSION REQUIREMENTS

5.1 Please include the following in your submission, **MAXIMUM 25 PAGE LIMIT**, single sided pages:

1. **Cover Letter.** Provide a one-page cover letter introducing the firm and any other pertinent information concerning the firm's specific qualifications for the services.
2. **Firm Description.** Provide firm name, address, contact, and number of years providing project/program management services, specifically for Municipal/Police/Fire/ESD Clients.

All submitting firms must provide an Organizational Chart depicting:

- a. Key staff proposed for the specified project.
 - b. Staff members who will be involved in supporting project management services.
3. **Project Team.** For each key team member proposed, provide a one-page resume with the following information:
 - a. Overview of roles and responsibilities on the project, as well as degrees held, registrations, memberships, and years with the firm.
 - b. List of personnel experience specifically in the Municipal/Police/Fire/ESD market.
 4. **Technical Approach & Methodology.** Describe how your firm team will plan, implement, and manage the program.
 5. **References.** Identify three similar entities for which your proposed personnel have provided services (within the last 5 years) or are currently providing comparable project management services. For each client, provide the following:
 - a. The name of the client, the scope of the work being managed in terms of numbers of projects and total cost, and the status of the work.
 - b. The name, position, phone number and email address of the individual at the entity to whom the Project Manager reported.
 - c. A reference letter from the entity.
 6. **Insurance.** Submit a copy of your firm's Professional Liability, Auto, CGL and Workers' Compensation insurance coverage certificate(s).
 7. **Conflict of Interest Questionnaire.** Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with The City shall file a completed Conflict of Interest Questionnaire (CIQ) with The City. The Conflict of Interest

Questionnaire required by Chapter 176 of the Texas Local Government Code is attached hereto as **RFQ Exhibit "B"** and must be completed and submitted as part of Respondent's response to this RFQ. Please consult your own legal advisor if you have questions regarding the statute or form.

8. **Non-Collusion Affidavit.** Complete, sign, notarize, and submit the Non-Collusion Affidavit, **RFQ Exhibit "C"**.

9. **Disclosure of Interested Parties – FORM 1295.** A copy of Form 1295 and further information about the process required is attached hereto as **RFQ Exhibit "D"**. By submission of its Response to the RFQ, Respondent agrees that upon Contract award and notification by the City of the applicability of this requirement, it will timely comply with the filing requirements set forth by the Texas Ethics Commission and required by Section 2252.908 of the Texas Government Code. **Note:** The form attached as **RFQ Exhibit "D"** may only be filed electronically and is attached to this RFQ for reference only. Please consult your own legal advisor if you have questions regarding the statute or form.

10. **Acknowledgement of Addenda.** Complete, sign and submit the Acknowledgement of Addenda Form, **RFQ Exhibit "E"**. **This form is required ONLY if Addenda were issued in connection with this RFQ.**

EXHIBIT A

Services Required:

Project Management Support Services shall consist of providing Project Management Personnel to work under the supervision of _____ to provide pre-construction and construction support for a _____ project. The Project Manager will be responsible for providing all necessary equipment including but not limited to computer, software, digital camera, and cell phone as part of their overhead and without separate reimbursement. Activities for which Project Management Personnel will be required include any or all the following:

Pre-construction Phase

- Assist in development of procurement process and aid in selection of DB Team.
- Establish and maintain communication protocol between the Owner and Design-Build (DB) Team.
- Establish milestone schedule for overall program design and construction.
- Manage coordination and correspondence between DB Team.
- Review design documents, drawings and specifications for general programming, scheduling, consistency, and coordination.
- Monitor and maintain all party's efforts for conformance to schedule and budget.
- Notify Owner of Design and Budget concerns throughout design process.
- Assist in development of value engineering options as required.
- Assist in development of contract negotiation process and aid in review, approval, or disapproval of Contracts.
- Assist in facilitating preconstruction conferences.

Construction Phase

- Establish and maintain communication protocol between the Owner and DB Team.
- Monitor overall budget and schedule and advise the Owner of any trends that affect the timely procedures and cost-effective completion of the Project.
- Maintain general knowledge of the plans and specifications.
- Coordinate construction logistics between the DB Team and the Owner.
- Review DB Team's schedule of values/cost breakdown and construction schedule and recommend approval/changes and disapproval.
- Attend, arrange, and conduct a variety of meetings, as requested by the Owner.
- Perform quality reviews, review, and make recommendation on the contractor's monthly application for progress payments.
- Review and analyze proposed change orders and make recommendations to Owner.

- Assess and evaluate pricing on all change order requests, taking the lead in negotiating fair and equitable resolutions and managing schedule impacts.
- Take appropriate photographs that document construction progress and conformity with Contract Documents.
- Provide and monitor inspections of the construction as follows:
 - Periodically inspect the work for progress, workmanship, and general conformance with the Contract Documents.
 - Review special inspection and material testing reports to verify general conformance with the Contract Documents.
 - When work is found to be in non-conformance, document the deficiencies and promptly provide notification of the deficiencies to the Owner and DB Team.
- Coordinate preparation of the punch-list and manage punch-list process.
- Verify O&M manuals, warranties, guarantees, as built documents, and close out requirements are turned over to the Owner by appropriate parties.

EXHIBIT B

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information in this section is being disclosed.		
_____ Name of Officer		
This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
D. Describe each employment or business and family relationship with the local government officer named in this section.		
4		
_____ Signature of vendor doing business with the governmental entity		_____ Date

Adopted 8/7/2015

EXHIBIT C
NON-COLLUSION STATEMENT

_____, being first duly sworn, deposes and says this:

(1) He is _____ of _____
(a partner or officer) (the firm of, etc.)

the Respondent who has submitted the attached Statement of Qualifications.

(2) He is fully informed respecting the preparation and contents of the attached Statement of Qualifications and of all pertinent circumstances respecting such Statement of Qualifications.

(3) That Statement of Qualifications is genuine and is not a collusive or sham response.

(4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with another Respondent, firm or person, to submit a collusive or sham. Response in connection with the Contract for which the attached Statement of Qualifications has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion, or communication or conferences, with any other Respondent, firm or person to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Emergency Service District 6 Fire & Rescue, Inc or any person interested in the proposed contract; and,

(5) The price or prices which will be offered if selected as the successful Respondent in connection with this Request for Qualifications will be fair and proper and will not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Respondent's Business Name): _____

(Respondent's Representative Signature) _____

(Respondent's Representative Title) _____

Subscribed and sworn to before me on this _____ day of _____, 2020.

NOTARY PUBLIC, STATE OF TEXAS

DRAFT

EXHIBIT D

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
_____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath	_____ Printed name of officer administering oath	_____ Title of officer administering oath	
ADD ADDITIONAL PAGES AS NECESSARY			

EXHIBIT E

ACKNOWLEDGEMENT OF ADDENDA

I, _____, acknowledge receipt of the following Addendums to the Request for Qualifications for Architectural Services issued by The City of McLendon-Chisholm, on behalf of the Respondent listed below:

Addendum No.____. Dated: _____ Entitled: _____

Addendum No.____. Dated: _____ Entitled: _____

Addendum No.____. Dated: _____ Entitled: _____

Respondent's Business Name: _____

Respondent's Representative Signature: _____

Respondent's Representative Title: _____

Date: _____



CITY OF LAVON Agenda Brief

MEETING: March 16, 2021

ITEM: 8 – A

Item:

Discussion and action regarding Resolution No. **2021-03-02** approving and authorizing the Mayor to execute a professional services agreement with Kimley-Horn and Associates for professional planning services associated with the preparation of a Parks and Recreation Master Park Plan not to exceed \$30,000.

Background:

In November 2019, the City Council adopted a Community Vision Assessment (CVA) and Strategic Plan. The CVA communicates and illustrates the community's vision for the City and provides long-range guidance relative to zoning decisions, land subdivision, thoroughfare location and construction, growth management and capital improvement planning.

The CVA includes updates to important tools such as a future land use map and a master thoroughfare plan. Community engagement, which was a cornerstone of the CVA process indicated the following regarding parks and park planning:

Residents responding to the community survey indicated that less than 24% were satisfied or very satisfied with the work of the City to provide recreation and leisure opportunities and that residents were less than 50% satisfied with parks, park facilities and trails.

The citizen survey results and engagement exercises indicated a high level of support for parks and recreation facilities in Lavon. CVA key priorities highlight the need for park planning and preservation of open spaces. The Strategic Plan contains ten two-year goals, three of which are related to parks and recreation either directly or tangentially:

Goal #2: Research pricing and prepare a scope for a Capital Improvements Program (CIP)

Goal #7: Partner and collaborate with other entities and individuals for quality of life and economic development

Goal #8: Explore parks and recreation needs and opportunities

In August 2020, the City Council approved a 2020-2025 Capital Improvements Plan (CIP) and specified a project for Citywide Park & Trail Improvements. The CIP Budget allocated funding to this priority over the coming five years.

To advance the priority and provide a framework for progress, the city obtained a proposal for professional services from Abra Nusser, Kimley-Horn and Associates, the firm that prepared the CVA. Project Manager Abra Nusser led the CVA process and was recently engaged to update the City's 2013 Comprehensive Plan. There are efficiencies related to preparing the Parks and Recreation Master Plan concurrently with the Comprehensive Plan Update.

The Parks and Recreation Board received a presentation regarding the proposal on March 10, 2021 and voted unanimously to express support for and recommend that City Council enter into the agreement as proposed.

Financial Implication:

Funding for preparation of the Parks and Recreation Master Plan was allocated in the FY 2020-2021 annual budget with proceeds stemming from the Series 2020 Certificates of Obligations designated for CIP projects.

It should be noted that a Parks and Recreation Master Plan is a prerequisite to application for Texas Parks & Wildlife Grants.

Staff Notes:

The City Attorney has reviewed the proposed agreement and approval is recommended.

- Attachments:**
- 1) Proposed Resolution and Professional Services Agreement
 - 2) Proposal presentation
 - 3) Kimley-Horn Project Experience and Qualifications
 - 4) CIP-15 Sheet

CITY OF LAVON, TEXAS
RESOLUTION NO. 2021-03-02

Professional Services – Parks and Recreation Master Plan

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES FOR PROFESSIONAL PLANNING SERVICES ASSOCIATED WITH THE PREPARATION OF A PARKS AND RECREATION MASTER PLAN.

WHEREAS, the City Council adopted the Community Vision Assessment and Strategic Plan in November 2019 that identifies parks and recreation among the highest priorities for the community; and

WHEREAS, the 2020-2025 Capital Improvements Plan provides for park and trail improvements; and

WHEREAS, the Parks and Recreation Board recommends that the City Council engage Kimley-Horn and Associates to prepare the City’s first Parks and Recreation Master Plan; and

WHEREAS, the City Council finds it is in the best interest of the residents of the City of Lavon for a Parks and Recreation Master Plan to be prepared.

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

SECTION 1. That the City Council does hereby approve and authorize the Mayor to execute a professional services agreement with Kimley-Horn and Associates for professional planning services associated with the preparation of a Parks and Recreation Master Park Plan not to exceed \$30,000, which is attached hereto and labeled “Exhibit A”.

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

DULY PASSED and APPROVED by the City Council of the City of Lavon, Texas, on the 16th day of March 2021.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary

CITY OF LAVON, TEXAS
RESOLUTION NO. 2021-03-02

EXHIBIT A

Professional Services Agreement



March 5, 2021

Vicki Sanson
Mayor
120 School Road
Lavon, Texas 75166
Via email delivery to kim.dobbs@cityoflavon.org

Re: Parks and Recreation Master Plan – Professional Services Agreement

Dear Ms. Sanson:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the City of Lavon (“Client” or “City”) for providing professional services for the development of a Parks and Recreation Master Plan for the City of Lavon (The Project).

Project Understanding

The scope of services is intended to include the development of a Parks and Recreation Master Plan for the City of Lavon. The Scope of Services includes establishing a detailed Vision for the Lavon Parks and Recreation System and how it should evolve over time. The Project’s major goals will be to establish that Vision through community engagement and to provide supporting text and recommendations in the Parks and Recreation Master Plan. The Project will address both existing conditions and future opportunities and strategies and will cover three key topic areas: parks, trails, and recreation and programming.

To meet City budgetary requirements the final deliverable will be approximately 20 pages in length, including maps and graphics.

Scope of Services

Consultant will provide the services specifically set forth below.

Task 1 – Project Management and Coordination Meetings

Kimley-Horn will perform the following services for this task:

- Prepare project schedule and provide schedule updates if the schedule changes.
- Provide monthly progress reports for review by the City’s Project Manager. The Project is anticipated to take less than six months, with the schedule being flexible to accommodate changes in COVID-19-related restrictions and events. A detailed schedule shall be provided by Kimley-Horn and finalized with the City’s Project Manager shortly after contract execution.
- Prepare for and attend monthly coordination calls or video conference meetings with the project team. Up to eight coordination meetings will be held.
- Compile notes for the coordination meetings.
- Prepare and submit monthly invoices. Invoices for all work completed during the period will be submitted monthly (with a progress report) for work performed.
- Provide direction to key team members and coordinate project tasks and outreach as applicable.

Task 2 – Community Engagement

Due to COVID-19, some or all engagement may be done digitally until social distancing restrictions are lifted. Until restrictions are lifted, all engagement will take place online, via video conferencing, on the web, or by phone. Video conferencing will be handled either by Teams or Zoom and will be complemented with an interactive project website and social media. Should the restrictions be lifted during the project, Kimley-Horn and the City can reevaluate engagement methods and the remaining schedule at that time.

Kimley-Horn will perform the following services for this task:

- *Project Branding Strategy.* The marketing and branding of the Project will be developed and established early in the planning effort. The Project Branding Strategy will dictate the look of the plan document, color palette, and other visual components to the brand and will be utilized in the development of subsequent documents throughout the project. Branding Strategy will be a one-page document intended for Project Team use only.
- *Project Website.* Kimley-Horn will create an interactive project website to serve as the Digital Project Hub for the Project. The Hub will include up-to-date information, opportunities to provide feedback, and a schedule of events and key process points as applicable. The platform for the website will be Social Pinpoint. Setup, management, and content curation will be performed by Kimley-Horn for the duration of the Project and be for the Project only. Periodic updates (i.e. “blog posts” or “email updates”) will be posted on the site to keep the community and stakeholders up-to-date on any Project-related news. It is anticipated that approximately three periodic updates will occur during the project.
 - Up to three interactive engagements will be posted on the Digital Project Hub to guide the Parks and Recreation Master Plan, such as an Idea Wall for parks and recreation improvements and a parks and recreation-specific survey.
- *Social Media.* Kimley-Horn will post periodic project updates, including opportunities for engagement, on the City Facebook. The Kimley-Horn Project Manager shall be given posting permissions on the City Facebook account to make all necessary and appropriate Project posts. Three social media posts will be provided at Project launch to say Lavon is planning more with a link for engagement and approximately three social media posts throughout the planning process for the public to participate in the planning process.
- *Parks and Recreation Board.* Discuss the Parks and Recreation Master Plan at up to three key stages in the planning process and receive associated direction as directed by the City Manager as noted in the sections that follow.
- *City Council.* Kimley-Horn will present and receive direction from City Council up to three times during the Project process as noted in the sections that follow.

Task 2 Deliverables: Project Branding Strategy One-Page Summary
Project Website
Social Media Posts

Task 3 – Planning Foundations

Kimley-Horn will perform the following services for this task:

- *Data Collection:* Kimley-Horn will submit a data collection request to gather existing data from the City and/or its consultants, including GIS Files, maps, and approved plans and studies impacting the City.
- *Existing Conditions Assessment:* Kimley-Horn will provide a planning baseline by reviewing and analyzing existing conditions. Existing conditions will represent a “snapshot” in time of the existing context for the City and will include the following elements:
 - Existing Parks
 - Existing Trails
 - Existing Programming
 - Existing Level of Service
 - Demographics
- *Benchmarking:* Kimley-Horn will conduct a review of what services and facilities are typically provided for a community of Lavon’s size for usage in development of the proposed parks, trails, and recreation and programming for Lavon.

Task 4 – Parks and Recreation Master Plan Development

Kimley-Horn will perform the following services for this task:

- *Feedback and Direction Meetings.* Kimley-Horn will initiate a series of kickoff meetings and engagement opportunities to begin the Parks and Recreation Master Plan.
 - *City Council: Kickoff.* Kimley-Horn will present a process overview via Zoom to City Council and receive initial direction.
 - *Parks and Recreation Board: Kickoff.* Kimley-Horn will lead the Parks and Recreation Board in a meeting via Zoom video conferencing to review the planning process and receive initial direction.
 - *System Planning Meetings.* Kimley-Horn will lead up to five collaborative discussions with interested parks and recreation-related community members or Lavon leaders to receive feedback on key topics.
- *4.2 Drafting the Parks and Recreation Master Plan.* Kimley-Horn will draft the Parks and Recreation Master Plan, conduct associated research and analysis, and incorporate all feedback and analysis to date in the Project process. The following topics will be covered in a plan document of approximately 20 pages:
 - Introduction & Plan Context
 - Parks and Recreation Master Plan Purpose
 - Lavon and the Region
 - Demographics and Population
 - Community Feedback
 - Vision and Goals

- Parks
 - Existing Level of Service
 - Proposed Level of Service
 - Strategies and Actions
 - Trails
 - Existing Trails
 - Proposed Trails
 - Strategies and Actions
 - Recreation & Programming
 - Existing Events, Programming, and Facilities
 - Proposed Events, Programming, and Facilities
 - Strategies and Actions
 - Implementation & Monitoring
 - Key Partners
 - Financing & Requirements
 - Action Prioritization
 - Usage, Updates, and Amendments
- *Draft Parks and Recreation Master Plan Concepts and Highlights.* Kimley-Horn will provide draft concepts and highlights of the plan in a series of video conferences and online postings.
 - *Parks and Recreation Board: Draft Concepts and Highlights.* Kimley-Horn will discuss draft concepts and highlights of the Plan with the Parks and Recreation Board via Zoom to receive any direction/feedback.
 - *City Council: Draft Concepts and Highlights.* Kimley-Horn will present draft concepts and highlights of the Plan and Parks and Recreation Board feedback to City Council via Zoom to receive any direction/feedback.
 - *On-Demand Community Forum: Draft Concepts and Highlights.* The community will be led through a series of on-demand online opportunities on the Project Website for collaboration on the draft Parks and Recreation Master Plan including: a pre-recorded Zoom PowerPoint presentation utilizing an updated PowerPoint from the City Council meeting, and an embedded survey form about the draft concepts and highlights. Social media will be utilized to complement this effort and notify the public that the opportunities are available.

Kimley-Horn will respond to one consolidated round of comments on the Draft Plan and one follow-up consolidated round of comments for minor tweaks.

Task 4 Deliverables: Draft Plan in PDF format for Review
 Revised Plan in PDF format for Public Hearing

Task 5 – Adoption

Kimley-Horn will perform the following services for this task:

- *Draft Plan Online.* The City will post the draft Plan online for two weeks prior to public hearing and provide social media posts to notify the public that it is up for review and comment.

- *Parks and Recreation Board: Draft Plan.* Kimley-Horn will present and discuss the draft Plan via Zoom for public hearing and receive any feedback and/or a recommendation of approval.
- *City Council: Draft Plan.* Upon recommendation of approval by the Parks and Recreation Board, Kimley-Horn will present and discuss the draft Plan via Zoom for public hearing and receive any feedback and/or an action of approval.
- Kimley-Horn will address one round of minor comments from the public hearing process. Following the comment reconciliation, the City will post the final Parks and Recreation Master Plan.

Task 5 Deliverables: Final Plan in PDF
Reformatted Pages (Up to 5) of Choice for Handouts

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates or at an agreed upon lump sum amount. Additional Services, including but not limited to the following, are not included in this Agreement:

- GIS Data Creation (ex. Trail and Sidewalk Mapping)
- Parkland Dedication and Development Methodology and Ordinances
- Park Designs
- Exact Trail Alignments or Designs
- Trailhead Designs
- Grant Applications
- Capital Improvements Plan
- Full Market and Fiscal Analysis

Information Provided by Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project.

Responsibilities of Client

In addition to other responsibilities set out in this Agreement, the Client shall perform:

- Social Media Posts or Social Media Access to Consultant
- Press Release Publishing
- Project Website Link on Website and Newsletters

Schedule

Kimley-Horn will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule, once authorized by the City to proceed. Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus. Should any in-person engagement take place, the event or events will be structured and coordinated according to Centers for Disease Control and Prevention guidelines or local restrictions at the time, whichever one is stricter in terms of precautions, including requiring masks for entry if applicable.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 – 5 for the total lump sum fee of \$30,000.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Lavon.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below and return a digital copy to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Abra R. Nusser, AICP
Project Manager



Ryan Delmotte, P.E.
Assistant Secretary

CITY OF LAVON

By: _____
(signature)

Client's Federal Tax ID: _____

Date: _____

Client's Street Address: 120 School Road
Lavon, Texas 75166

(Print or Type Name)

_____, Witness

(Print or Type Name)

Attachment – Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per year beginning on the 25th day. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in

this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION 9 IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION 9 SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within two years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to

analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



PARKS AND RECREATION MASTER PLAN CITY OF LAVON

ABRA R. NUSSER, AICP | DATE: 3/10/21

1

OBJECTIVES & OUTCOMES OUR TARGET



Kimley»Horn

2



PARKS & RECREATION MASTER PLAN

ROLE OF PARKS & RECREATION MASTER PLAN

- Sets a parks and recreation-specific Vision for the community for the next 15 to 20 years
- Takes direction from Comprehensive Plan Framework
- Provides a framework for other plans, improvements, investments, and budgetary decisions

 _____ Kimley 

3



PARKS & RECREATION MASTER PLAN

TIME FOR A PLAN

- City has experienced growth and development and more is coming
 - What do we want our parks and recreation to be?
- Community wants additional parks and recreation
- Feedback will shed light on preferences and perceptions, as well as set a baseline for future improvements
- Must have Plan for TPWD funding

 _____ Kimley 

4



PARKS & RECREATION MASTER PLAN

PARKS AND RECREATION BOARD ROLE

- Engage online– encourage others to do the same
- Provide direction at three key points in the process
- Share feedback at any stage throughout the process with Staff or the Consultant Team
- Champion and approve the final plan



Kimley **Horn**

5



PARKS & RECREATION MASTER PLAN

COMMUNITY ENGAGEMENT

TOOLS

- Project Website
 - Periodic Updates
 - Collaborative Engagements
 - Live Project Timeline
 - Contact Information
 - Document Library
- Social Media
 - Facebook Posts to Drive Community to the Project Website for Updates & Engagement



Kimley **Horn**

6



PARKS & RECREATION MASTER PLAN

COMMUNITY ENGAGEMENT

MEETINGS (IN ADDITION TO PROJECT WEBSITE ENGAGEMENTS)

- 3 Parks and Recreation Board Meetings (Including Tonight)
- 3 City Council Meetings
- 5 System Planning Meetings
 - Individual Interested Parks and Recreation-Related Community Members
- Virtual Community Review of Draft Concepts & Highlights



Kimley **Horn**

7



PARKS & RECREATION MASTER PLAN


EXISTING CONDITIONS

- Existing Parks
- Existing Trails
- Existing Programming
- Existing Level of Service
- Demographics



Kimley **Horn**

8




PARKS & RECREATION MASTER PLAN
COMMUNITY FORUM

- ✓ **Digital Project Hub**
 - Pre-Recorded Presentation
 - Concepts and Highlights Feedback Survey Form
- ✓ **Social Media**
 - Notifications


Kimley 

9

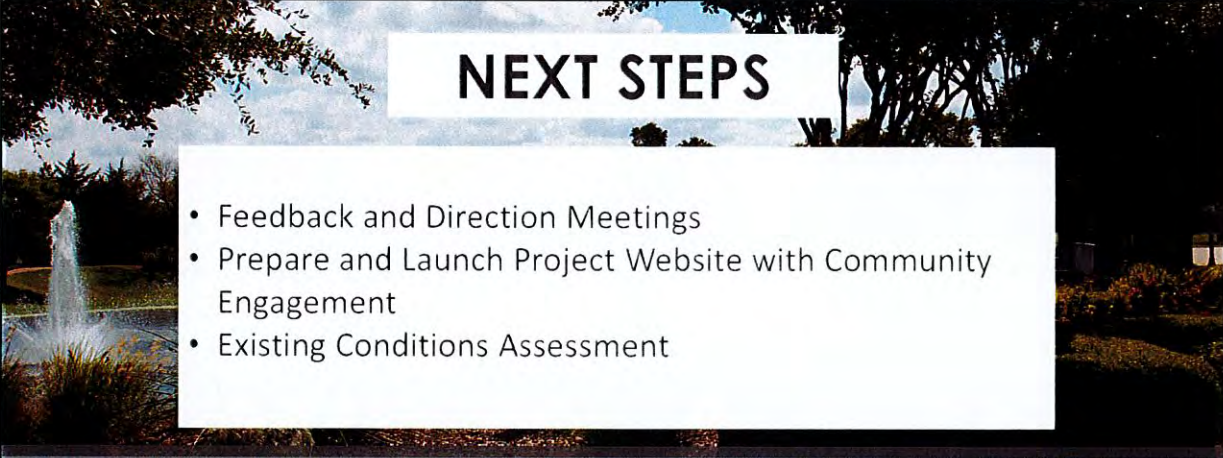
PARKS & RECREATION MASTER PLAN
TIMELINE DISCUSSION



Flexibility to allow for changes in engagement due to COVID-19 – timeline can be adjusted.



Kimley 

10



NEXT STEPS

- Feedback and Direction Meetings
- Prepare and Launch Project Website with Community Engagement
- Existing Conditions Assessment



MARCH 2021

PREPARED FOR

City of Lavon



Parks and Recreation Master Plan

PREPARED BY

Kimley»Horn

Project Experience

Celina Downtown Master Plan

CELINA, TX



Population: 8,006 (2018)

Team Member:
Abra Nusser*

Awards:
APATX 2019 Planning
Achievement Award

Services Provided:
Community Engagement
Strategy, Execution,
& Analysis; Education
and Outreach; Elected
and Appointed Official
Presentations and
Engagement; Planning.

Reference: Dusty
McAfee, AICP
972.382.3885
dmcafee@celina-tx.gov

** Services provided prior to
joining Kimley-Horn.*

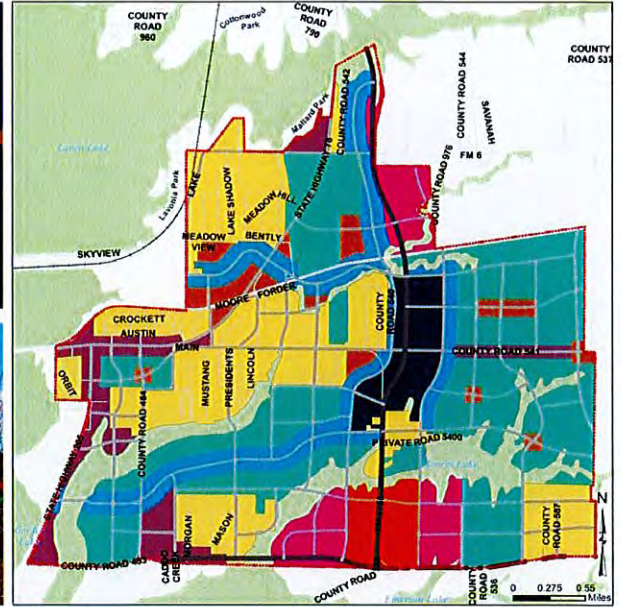
The Celina Downtown Master Plan was created by Abra and the Ideation Planning Team to preserve, revitalize and increase the economic viability of the area. The ultimate goal of the Plan was to establish a Vision for Downtown by examining existing conditions, future opportunities and providing recommendations. Downtown and the Square were noted as major assets of the community, and input was gathered to determine how the area should evolve. The process included community engagement through a survey and multiple workshops and charrettes.

- ▶ **Community Survey** - The Community Survey contained information on demographics, levels of satisfaction, and a SWOT analysis (strengths, weaknesses, opportunities, threats). Over 6,000 open-ended comments were analyzed by the Team to make simple and easy-to-understand summary charts of each topic.
- ▶ **Outreach** - Engagement Day on the Square was an all-day open-house event that was led by the Team to show the community the possibilities for Downtown. The event included an indoor charrette with character and feedback stations to gather input and an outdoor demonstration with water features, food trucks, landscaping, and family-friendly activities.
- ▶ **Design Thinking** - This award-winning Plan for Community Engagement utilizing Design Thinking was adopted unanimously and proposed expanding the Town Square, restructuring the mobility framework of the core and increasing pedestrian mobility and safety, and developed and created character districts that reflected each area's unique characteristics while also representing the historic Downtown as a whole.



Lavon Community Vision Assessment

LAVON, TX



Population: 3,860 (2019)

Team Member:
Abra Nusser*

Services Provided:
Project Management;
Community Engagement
Strategy, Execution,
& Analysis; Education
and Outreach; Elected
and Appointed Official
Presentations and
Engagement; Planning.

Reference:
Kim Dobbs
972.8434220
kim.dobbs@cityoflavon.org

** Services provided prior to joining Kimley-Horn.*

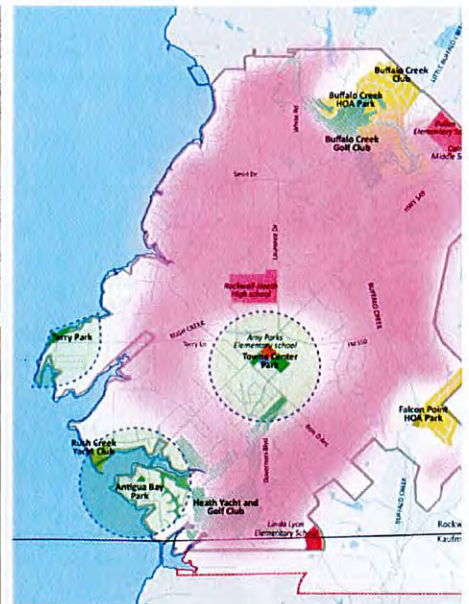
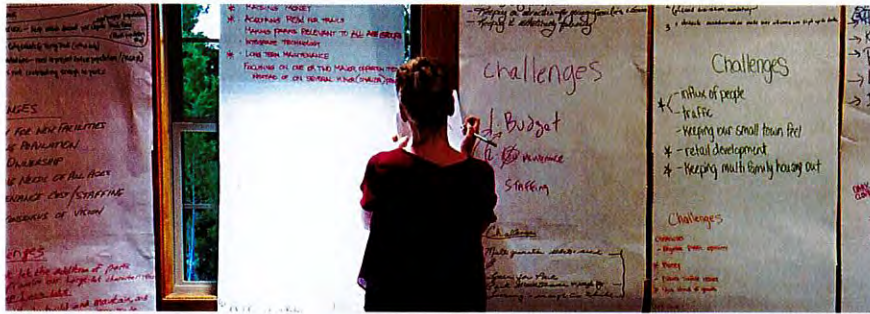
The Lavon Community Vision Assessment, created by Abra and the Ideation Planning Team, created an updated Vision for Lavon as they began to see growth and was customized to offset budget constraints the City was facing in developing a full comprehensive plan at the time. The planning process led to the adoption of three separate initiatives that covered a lot of information into one single Vision —a community survey, strategic plan, and comprehensive plan foundations.

- ▶ The **Community Survey** was open for four weeks and our team reviewed and analyzed over 6, 500 individual comments from the community. As a growing city on the urban periphery of the Dallas-Fort Worth Metroplex, the Community Survey laid the foundation for the Strategic Plan and Comprehensive Plan Foundations.
- ▶ The **Strategic Plan** was created using feedback from City Council, key department leaders, and with the assistance of the community during a public event. The Plan included a Vision Framework, which identified what Lavon can be the best at, community passions, and what can fuel their economic engine. This Vision led to the creation of a 25-year goal, in addition to 10 two-year goals.
- ▶ The **Comprehensive Plan Foundations** were created to set the stage for other components when Lavon is ready to do a full comprehensive plan update. The Foundations covered topics that have major importance as new development moves into the City, such as land use, natural systems and drainage, and mobility. Innovative methods were used, including creating a future land use plan that was integrated with a new Mobility Framework and that reflected the local characteristics of the community instead of just physical land use.



Heath Parks and Recreation Master Plan

HEATH, TX



Population: 7,820 (2017)

Team Member:
Abra Nusser*

Services Provided: Community Engagement Strategy, Execution, & Analysis; Elected and Appointed Officials Presentations and Engagement; Planning

Reference:
Suzanne Brooke
972.658.0729
sbrooke@heathtx.com

* Services provided prior to joining Kimley-Horn.

Abra was a leader on the Project Team to create high quality and meaningful community engagement in Heath in 2017 and 2018 to a set of key priorities to improve the community's satisfaction with the parks and recreation system. Among these priorities were:

- ▶ **Expand Recreation Facilities and Programming** – The community wanted more services and facilities, especially ones that were indoor, that were shaded outside, and that involved the Lake. The survey for the project illustrated that approximately 82 percent of indoor and outdoor recreation activities by community members were taking place in Rockwall. Engagement also led to the significant theme that a multi-purpose, multi-generational, indoor recreation center was a top priority for Heath. Abra was a lead on engagement and associated analysis, as well as the policies and actions included in the Master Plan.
- ▶ **Update the Parkland Dedication Ordinance** – Heath's Parkland Dedication Ordinance was updated concurrently with this planning effort since it was a key part of implementation of the Master Plan. Abra led the methodology that was established to base the updated fees on data and levels of service relevant to Heath. With the update to the Parkland Dedication Ordinance, a Park Development Fee was created per the consultant Team's recommendation. A Park Development Fee allows the City of Heath to improve land that has been acquired for parks to a high-quality amenity that can be used by the community and visitors.

Farmers Branch East Side Comprehensive Plan

FARMERS BRANCH, TX



Population: 32,609 (2015)

Team Member:

Abra Nusser*

Services Provided:

Project Management,
Community Engagement,
Elected and Appointed Official
Presentations and Engagement,
Land Use Planning, Urban
Design, Mobility/ Transportation,
Visioning, Community Character,
Housing and Neighborhoods,
Implementation Strategies,
Document Drafting, Editing and
Organization, Parks and Open
Space

Reference: Alexis Jackson,
AICP (formerly at City of Farmers
Branch)

214.949.6446

ajackson@celinaedc.com

** Services provided prior to joining
Kimley-Horn, and pictures are from la
terra studio who was Prime Consultant.*

The East Side Comprehensive Plan sets forth a bold Vision for a vibrant destination on the east side of the city. Feedback from the community and the stakeholders indicated a genuine interest in defining a new identity for the area. The search for a strong new identity led to pioneering concepts woven throughout the five goals of The Plan, which were developed to be mutually reinforcing. These goals are further strengthened by the policies and action steps, setting a clear framework in place for implementation.

- ▶ **Innovation District** – Branding a new identity for East Side, the Plan capitalizes on the existing dynamics and character already existing in the District contributing to an undercurrent of art, culture, design, and technology.
- ▶ **Adaptive Reuse** – An adaptive reuse program can spur improvement of owner-occupied and existing commercial spaces. The Plan provides the tools necessary to enable the City and its partners to take a leadership role in providing encouragement to make these changes a reality.
- ▶ **Catalyst Site Scenarios** – In-fill development, redevelopment and revitalization example scenarios were developed by the consultant Team to illustrate how the Plan's content could be brought together to get large redevelopment projects off the ground. These catalyst sites were intended to be conceptual and applicable to many other areas within East Side.



Abra Nusser, AICP

PROJECT MANAGER

Abra has over 17 years of experience in government and law-related fields, and over 12 years of experience in city planning. She is a certified planner with the American Institute of Certified Planners (AICP) and serves as Director for the American Planning Association - Texas Chapter - Midwest Section, among other leadership roles for the American Planning Association - Texas Chapter. Abra is passionate about meaningful community engagement because she has seen that when the community collaborates to make plans, the plans are more relevant, higher quality, and are more effectively implemented.

She previously owned a boutique planning firm in Southlake, Texas, and prior to that, she served as the Director of Community Development for the City of Colleyville and oversaw the City's Building Inspections, Planning, Gas Wells, and Trees Divisions while leading the Colleyville Comprehensive Plan to adoption in 2015. Abra also worked for the cities of Denton, McKinney, Garland, and Richardson in various planning roles as City Staff. Abra was a lead for Denton's Comprehensive Plan Update, adopted in 2015, and drafted the first language in a city comprehensive Plan in the country to address gas well and pipeline impact and compatibility.

Education

Master of Public Affairs (MPA), The University of Texas Dallas

Graduate Certificate, Local Government Management, The University of Texas Dallas

Graduate Certificate, City Planning, The University of Texas at Dallas

Bachelor of Arts, Political Science (w/ Criminal Justice), Texas State University

Registrations

American Institute of Certified Planners, American Planning Association, #025822

Professional Affiliations

American Planning Association (Member)

Midwest Texas Section, Texas Chapter, American Planning Association (Director)

Project Management Institute (Member)

National Recreation and Parks Association (Member)

Relevant Experience

- ▶ Celina Downtown Master Plan | Celina, TX* (APATX Planning Achievement Award 2019)
- ▶ Celina 2040 Comprehensive Plan Update | Celina, TX (in progress)
- ▶ Celina 2018-2020 Strategic Plan | Celina, TX*
- ▶ Celina Downtown Form-Based Code | Celina, TX (in progress)
- ▶ East Side Comprehensive Plan | Farmers Branch, TX* (APATX Long Range Planning Award, 2017)
- ▶ Denton Plan 2030 Comprehensive Plan | Denton, TX* (Midwest Texas APA Project Planning Award, 2016)
- ▶ Destination Colleyville, Comprehensive Plan | Colleyville, TX*
- ▶ Krum Downtown Master Plan | Krum, TX
- ▶ Heath Parks and Recreation Master Plan | Heath, TX*
- ▶ Transit Readiness Study | Celina, TX
- ▶ Providence Village 2020-2022 Strategic Plan | Providence Village, TX
- ▶ Providence Village 2020 Community Survey | Providence Village, TX
- ▶ Mansfield Trail Alignment Analysis | Mansfield, TX
- ▶ Providence Village Comprehensive Plan | Providence Village, TX (in progress)
- ▶ Commercial Buildings Design Survey | Aledo, TX
- ▶ Parkland Dedication Ordinance | Heath, TX*
- ▶ Lavon Community Vision Assessment (incl. Community Survey, Strategic Plan, and Comprehensive Plan Foundations) | Lavon, TX*
- ▶ Rowlett Parks and Recreation Master Plan | Rowlett, TX*
- ▶ Coppell Parks and Recreation Master Plan | Coppell, TX*

**Projects completed prior to joining Kimley-Horn*



Emily Drake, ASLA

DESIGN

Emily is a designer with a thorough understanding of the process behind developing insightful, humanistic and timeless projects that support the client's Vision. She has over 15 years of professional experience as a landscape architect and master planner, in addition to being a professionally licensed landscape architect in Texas and Washington.

Emily has extensive design experience in Texas cities, but she is also experienced on mixed-use planning nationally and internationally, including in China, UAE, Egypt, and Japan. Her landscape design projects also cover Saudi Arabia, UAE, China, the US, and Mexico.

Education

*Master of Landscape
Architecture
University of Texas at
Arlington*

*Bachelor of Arts, Theater
University of Arkansas*

Registrations

*Registered Landscape
Architect, Texas No. 2648
CLARB Certified*

Relevant Experience

- ▶ Neighborhood Vision Guide | Celina, TX
- ▶ East Gateway Planning | Celina, TX
- ▶ Pecan Street Planning | Celina, TX
- ▶ Mantua Vision and Master Plan | Van Alstyne, TX
- ▶ Mantua Phase 1 Landscape Architecture | Van Alstyne, TX
- ▶ Tierra Blanca 5000 Acre Master Plan | Canyon, TX
- ▶ Fields 2500 Acre Master Plan | Frisco, TX
- ▶ Dennison EDC Land Plan | Denison TX
- ▶ Hunters Ridge | Seagoville, TX
- ▶ Hillwood Union Park Entry | Little Elm, TX
- ▶ Victron Red Oak Planning | Red Oak, TX
- ▶ Trinity Falls Planning Commercial Guidelines and Phases 4-8 | McKinney, TX
- ▶ Cornerstone Village Planning | McKinney TX
- ▶ The Grove Pond | Frisco TX
- ▶ Bell HQ Courtyard Development | Fort Worth, TX
- ▶ Fields HQ | Frisco, TX



Jeff Whitacre, P.E., AICP, PTP

MOBILITY & INFRASTRUCTURE

Jeff has 15 years of experience in transportation planning with a focus on creating a pedestrian friendly environment. His experience includes bicycle and pedestrian master plans, bicycle and pedestrian infrastructure designs, downtown access and multimodal circulation studies, master mobility planning, traffic impact studies, signal design, signal warrant studies, and other transportation studies. His passion is moving projects from a creative Vision to reality.

Jeff is unique in that he is talented at both developing innovative plans and then leading their design and implementation. He focuses on creating implementable plans that consider natural, man-made, and fiscal constraints. Jeff has led more than a dozen high-growth Texas cities in master transportation planning and more than 30 Texas cities in capital improvement planning. He has been involved in transportation plans and impact fee studies for some of the fastest growing cities, including Lubbock, Austin, Frisco, Georgetown, McKinney, Round Rock, and Flower Mound.

Education

Master of Public Administration University of Texas at Arlington

Master of Engineering Traffic Engineering Texas A&M University

Bachelor of Science, Civil Engineering Texas A&M University

Registrations

AICP (American Institute of Certified Planners, American Planning Association, #263775)

Professional Engineer in Texas, #102469

Professional Affiliations

American Planning Association (Member)

Relevant Experience

- ▶ ONEMcKinney 2040 Comprehensive Plan | McKinney, TX
- ▶ McKinney Impact Fees | McKinney, TX
- ▶ Frisco Comprehensive Plan | Frisco, TX
- ▶ Burleson Old Town Infrastructure Master Plan and Implementation | Burleson, TX
- ▶ Downtown Mansfield Main Street Concept and Design | Mansfield, TX
- ▶ Downtown Fort Worth Access and Circulation Study | Fort Worth, TX
- ▶ Old Town Keller Infrastructure Plan | Keller, TX
- ▶ Downtown Odessa Grant Avenue Concept | Odessa, TX
- ▶ Midland Downtown Transportation Plan | Midland, TX
- ▶ Kerrville 2050 Comprehensive Plan | Kerrville, TX
- ▶ Walk and Bike Lubbock | Lubbock, TX
- ▶ Denton Mobility Plan | Denton, TX
- ▶ Forest Hill Comprehensive Plan | Forest Hill, TX
- ▶ College Station Comprehensive Plan Update, Strategic Transportation Plan, 2015 Bond Prioritization | College Station, TX
- ▶ Lancaster Master Thoroughfare Plan | Lancaster, TX
- ▶ Austin Strategic Mobility Plan | Austin, TX
- ▶ Impact Fee Capital Improvement Planning | 30+ communities



Brad Lonberger

ECONOMICS & PLACEMAKING

Brad is a seasoned urban designer specializing in corridor redevelopment and context-sensitive design approaches. Brad believes there is an inextricable link between transportation and development where the design of the roadways can impact significantly the outcomes of the adjacent development. His focus on development and its economic impact will focus critical decisions on design implications to real world fiscal impacts and return on investment.

Education

Executive Master of Business Administration, Quantic School of Business and Technology

Master of Architecture, Suburb and Town Design (Urban Design/Planning), University of Miami

Bachelor of Architecture University of Miami

Registrations

Congress for the New Urbanism, CNU Accredited, 2013

LEED Accredited Professional, US Green Building Council

Professional Affiliations

Leadership Fort Worth, 2016 Class

Community Design Fort Worth, Chair of the Board

Fort Worth Bike Share, Board Member

National Town Builders Association, Treasurer, Board Member

Relevant Experience

- ▶ Corinth Comprehensive Plan | Corinth, TX
- ▶ Corinth Parks and Recreation Master Plan | Corinth, TX
- ▶ Celina Comprehensive Plan | Celina, TX (in progress)
- ▶ Aledo Downtown Plan | Aledo, TX (in progress)
- ▶ Oak Street Master Plan Update and Development Code | Roanoke, TX*
- ▶ Oak Street Wayfinding Plan | Roanoke, TX*
- ▶ Downtown Form-Based Code Updates | McKinney, TX*
- ▶ Argyle Development Codes | Argyle, TX*
- ▶ Downtown Bastrop Development Plan | Bastrop, TX*
- ▶ Downtown Plaza Plan | Burleson, TX*
- ▶ Unified Development Ordinance | Fate, TX*
- ▶ Plan Sachse Comprehensive Plan | Sachse, TX*
- ▶ Denton Downtown Crossing Strategy Study | Denton, TX*
- ▶ Fort Worth High-Speed Rail Station Location Study | Fort Worth, TX*
- ▶ Downtown Master Plan | Odessa, TX*
- ▶ MAPS 3 Implementation Plan | Oklahoma City, OK*
- ▶ Downtown Burleson Mixed-Use Development | Burleson, TX*
- ▶ Farmer's Market Economic Study | Irving, TX*
- ▶ Heritage Crossing District - Planning and Zoning | Irving, TX*
- ▶ Downtown Parking Study Update | San Marcos, TX*
- ▶ Main Street Conceptual Design Update | League City, TX*
- ▶ Downtown Form-Based Code | League City, TX*
- ▶ Downtown Master Plan | Mansfield, TX*
- ▶ Fort Smith Downtown Plan and Zoning | Fort Smith, AR* Interstate 30 Crossing Plan | Little Rock, AR*
- ▶ JumpStart Sustainable Communities Plans | Little Rock, AR*
- ▶ Heart of Bryant Master Plan and Code | Bryant, AR*
- ▶ Mayflower Downtown Plan and Code | Mayflower, AR*
- ▶ Vilonia Downtown Plan and Code | Vilonia, AR*
- ▶ Downtown Master Plan and Development Code | Rogers, AR*

**Projects completed prior to joining Kimley-Horn*



THANK YOU!

Kimley»Horn



CIP-15

CITYWIDE PARK & TRAIL IMPROVEMENTS

Project Scope: Extension/connection of Developer constructed trails for a contiguous trail system and construction of public parks. Includes planning & design services.



PROJECT RANKING		
PRIORITIZATION FACTOR	WEIGHTED SCORE	RANKING
Life, Health & Safety	3.4	4
Strategic Plan Conformance	7.5	1
Legal Mandate	1.3	4
Available Funding	1.2	5
Operational Necessity	2.4	4
Timing/Location/Public Perception	4	2
TOTAL	19.8	15

The scope and location(s) of the future trails and parks is unknown. CIP budget includes planning and design. For this CIP, a budget of \$575,000 is used.

Possible Funding Source: City Bond, Developer, TPWD, TxDOT



CITY OF LAVON Agenda Brief

MEETING: March 16, 2021

ITEM: 8 – B

Item:

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

Background:

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

Attachments: CWD Presentation



Partners Since 2014



1



Partners Since 2014


Council Meeting Presentation

March 16, 2021


Nicole Roemer
Municipal Coordinator



2


Community Waste Disposal, Inc.
Partners Since 2014

City of Lavon
CWD 2020 Annual Review



3

Residential Services
Trash Collection


Community Waste Disposal, Inc.
Partners Since 2014



Trash in 95-gallon carts is serviced weekly on Wednesdays with a rear-load vehicle.



4

Residential Services Bulk & Brush Collection



A maximum of two cubic yards of bulk and brush items are picked up weekly on Wednesdays.



Partners Since 2014



5

Residential Services Residential Recycling



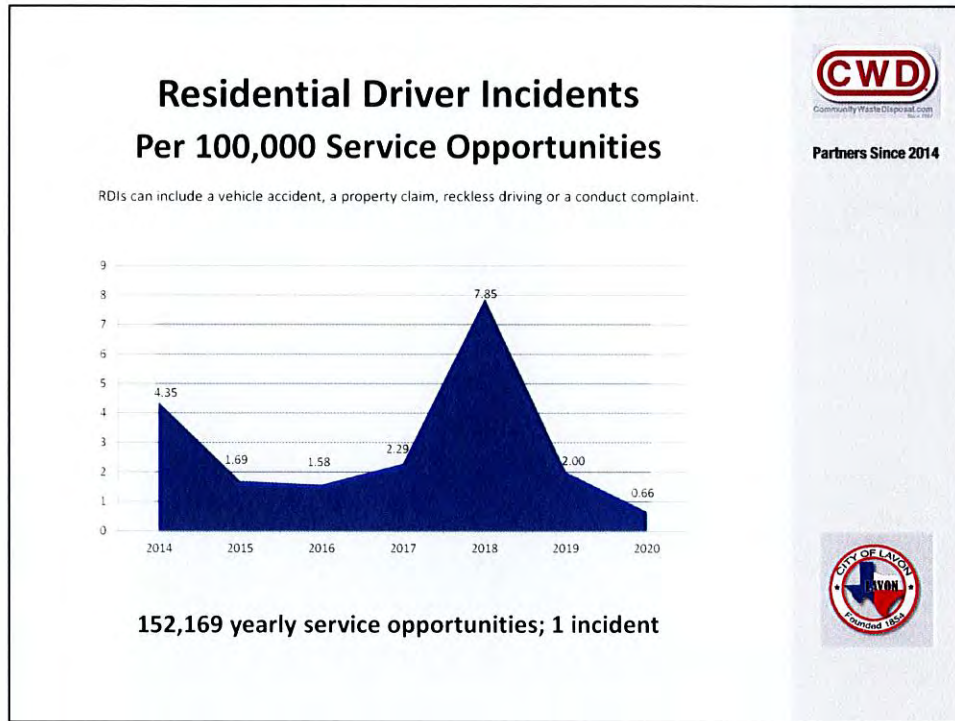
Recycling in 95-gallon carts is serviced weekly on Wednesdays with an ASL vehicle.



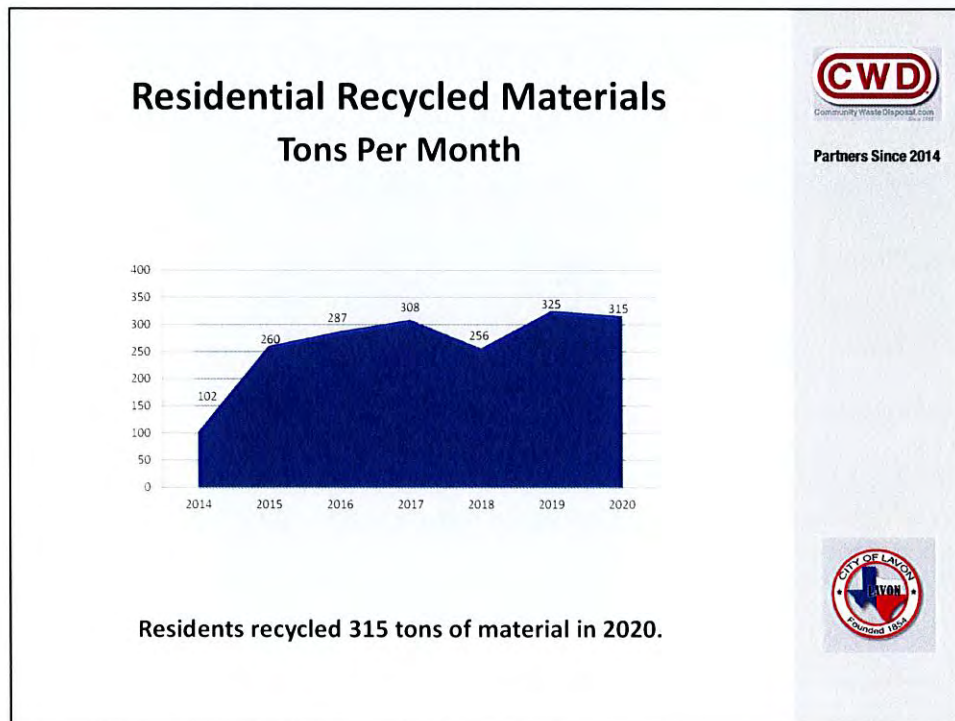
Partners Since 2014



6



7

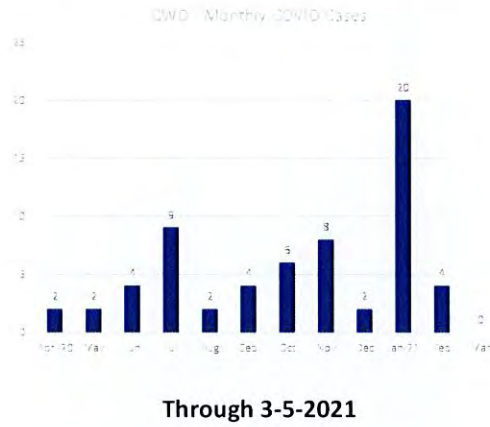


8

Effects of COVID-19 on Service CWD Monthly COVID Cases



Partners Since 2014

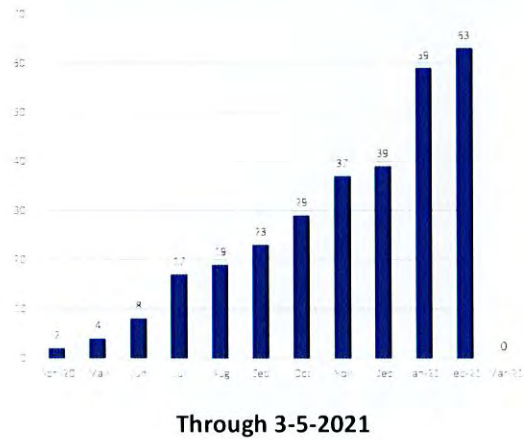


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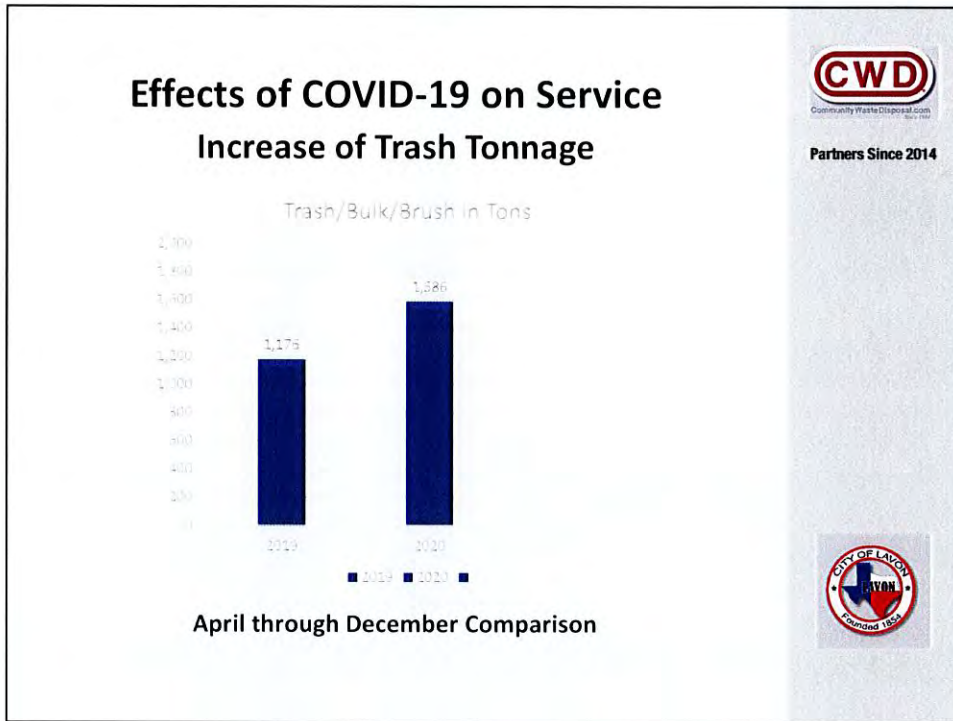
Effects of COVID-19 on Service CWD Cumulative COVID Cases



Partners Since 2014



10



11



12

Community Partnership X-treme Green Events





Community Waste Disposal.com
Partners Since 2014

HHW



Used Electronics



Tires (No Rims)



Appliances



Shredding



X-treme Green events are Lavon's one-stop place to dispose of household hazardous and electronic waste.



13

Community Partnership X-treme Green Events





Community Waste Disposal.com
Partners Since 2014







The residents of Lavon properly disposed of 21,320 pounds of recyclable material in 2020.

HHW	Used Electronics	Shredded Paper	Tires	Metals	# Cars
7,400 lbs	3,000 lbs	2,360 lbs	2,900 lbs	5,660 lbs	461



14

Community Partnership Paint Reuse Program



CWD's Paint Reuse Program is an environmentally friendly way to make use of old paint. Latex and oil-based paint is available in one-gallon and five-gallon cans, in various shades of beige.

In 2020, CWD distributed 3,300 gallons of paint.



Partners Since 2014



15

Community Partnership Paint Reuse Program



Municipalities have the option to make the paint continuously available at a public place, such as at your City Hall, where residents can easily pick up a gallon or several.



Partners Since 2014

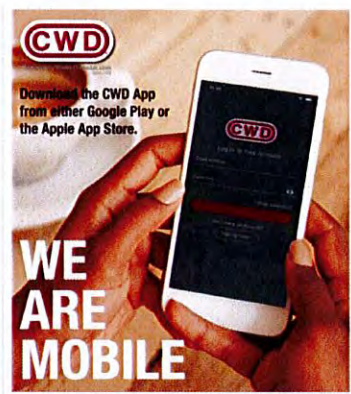


16

Customer Service and Fleet Technology CWD Mobile App



Partners Since 2014



Easily manage trash and recycling accounts via our mobile app!

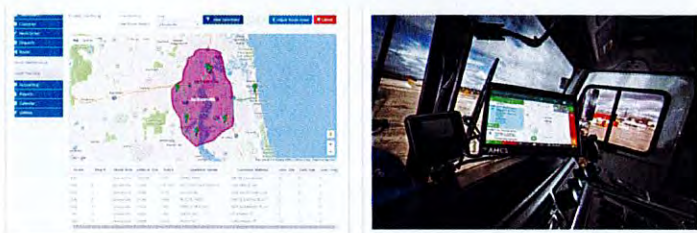


17

Customer Service and Fleet Technology AMCS Platform



Partners Since 2014



Global Customer Relationship Management (CRM) Company
Increased Investment in Customer Service by 400%
Go Live – Q3 2021

Mobile Functionality

- Increased route efficiency
- Turn-by-turn navigation
- Instant dispatching

Route Optimization

- Stop sequencing
- Scenario based planning



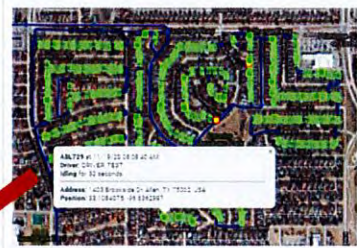
18

Customer Service and Fleet Technology 3rd Eye Point of Service Verification



Partners Since 2014

- Live GPS breadcrumb trail
- Automated photo record of service (green icons at right)



- Photos stored for 60 days
- All external cameras continuously recording
- On-demand video requests available to verify property damage, accidents, etc.



19

Saved Resources



Partners Since 2014

City of Lavon
Recycled 315 Tons in 2020

SAVING:

5,355 Trees
119,700 Gallons of Oil
2,205,000 Gallons of Water
1,040 Yards of Landfill Space
1,291,500 Kilowatt Hours of Electricity



20

Greening a Generation
Thank You for Another Successful Year



Community Waste Disposal.com
Since 1984
Partners Since 2014




Your award features a single satin silver aluminum plate and is made from solid, FSC® Recycled Richlite (post-consumer recycled paper).



21



Working Together to Bring You More


CommunityWasteDisposal.com
Since 1984

22



CITY OF LAVON Agenda Brief

MEETING: March 16, 2021

ITEM: 8 – C

Item:

Discussion and action regarding the recommendation of the Selection Review Committee to award by Resolution No. **2021-03-03** a grant writer/administrator to assist the City of Lavon in its application and administration of a contract, if awarded, from the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program for DR-4586 February Winter Weather.

Background:

The Texas Department of Emergency Management (TDEM) provided a briefing on February 24, 2021 for Federal Emergency Management Agency Public Assistance (FEMA-PA) related to DR-4589, the disaster number corresponding to the 2021 winter storm (Winter Storm Uri). TDEM confirmed that if a City wants to use the services of a firm for assistance with grant management, it will be necessary to do so in accordance with 2 CFR 200 and other local policies, similar to the process used for the TxCDBG grant administration procurement. Because of the specialized knowledge associated with accessing the funding opportunities and navigating the application and administration processes, a professional services firm for grant administration is beneficial. To initiate the process, the City Council authorized staff to proceed with the Request for Proposals (RFP) and appointed a Selection Review Committee to select and recommend a firm for grant administration professional services.

The RFP was published and invitations were sent directly to eight firms. Because of the compressed time schedule imposed by the FEMA-PA schedule, the RFP due date was set as March 15, 2021.

Requests for FEMA-PA must be submitted by March 21, 2021.

Financial Implication:

Administration fees will be 100% reimbursable by FEMA in an amount up to 5% of the project costs (which is the typical fee charged by firms that assist with these projects). If matching funds are required, the City Council may appropriate funds from fund balance by a budget amendment.

Staff Notes:

The Selection Review Committee will confer and submit a recommendation to the City Council at the meeting

Attachment: Public Notice of RFP
Proposed Resolution



CITY OF LAVON

P.O. Box 340 120 School Road
Lavon, TX 75166
(972) 843-4220
www.cityoflavon.com

GRANT SERVICES - PUBLIC NOTICE

Request for Proposals (RFP) for FEMA Public Assistance (PA) Program Grant Administration

Lavon, Texas, March 3, 2021... The City of Lavon is participating in the FEMA Public Assistance Program for DR-4586. Accordingly, the City is seeking proposals from competent service provider(s) to assist the City in the overall management of its FEMA Public Assistance Program. To receive a copy of this RFP, please email Kim Dobbs, City Administrator at Kim.Dobbs@cityoflavon.org or visit Public Notices on the City's website at <https://cityoflavon.com>.

Please submit an electronic copy of your proposal of services and a statement of qualifications for the proposed services to Kim Dobbs, City Administrator at Kim.Dobbs@cityoflavon.org.

Proposals shall be received by the City no later than 3:00 p.m. on Monday, March 15, 2021 to be considered. The City reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

Minority Business Enterprises, Small Business Enterprises, Woman Business Enterprises, and labor surplus area firms as encouraged to submit proposal.

The City of Lavon is an Affirmative Action/Equal Opportunity Employer.

###

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS.
on this 16th day of March 2021.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary



CITY OF LAVON Agenda Brief

MEETING: March 16, 2021

ITEM: 8 - D

Item:

Discussion and action regarding acceptance of the public infrastructure for the Bear Creek Phase 3 Addition.

Background:

The developer of the Bear Creek Phase 3 Addition recently completed construction of the public infrastructure improvements. The Code of Ordinances provides that prior to recording a final plat the City Council will accept the dedication of the public infrastructure.

Code Excerpt

**City of Lavon Code of Ordinances
Chapter 9 Planning and Development Regulations
Sec. 6 Record Drawings (As-Built Plans)**

Prior to the acceptance of the subdivision and within thirty (30) days of the completion of the subdivision, the engineer for the developer shall submit to the City a complete set of reproducible construction drawings twenty-four by thirty-six inches (24" x 36") of the paving, drainage, water and sanitary sewer improvements with all changes made in the plans during construction and containing on each sheet and [an] "As Built" stamp bearing the signature of the engineer and the date.

Within ten (10) days of the receipt of the "record drawings," the City Engineer shall make a recommendation for acceptance or non-acceptance of the subdivision to the City Council and a determination of review cost and the receipt of the required maintenance bond.

No final acceptance of the subdivision will be made by the City Council until these requirements have been made to the satisfaction of the City.

The developer has committed to complete minor outstanding items related to the project.

Financial Implication:

There is none.

Staff Notes:

The City Engineer has recommended acceptance of the subdivision infrastructure subject to provisions outlined in his March 12, 2021 letter.

Attachments: 1) Final Plat
2) City Engineer Letter

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.

March 12, 2021

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

Re: Bear Creek Phase 3
Final Acceptance

Dear Ms. Dobbs:

On Monday, March 8, 2021, a final walkthrough of the Development was conducted with representatives of the Developer, Contractor, Design Engineer, City Inspector and City Engineer. A "punch list" was created to identify items that required completion prior to final acceptance.

The Contractor has addressed all punch list items. All public improvements are available for use.

The Developer has provide the maintenance bonds to City Hall. All required offsite easements have been previously provide to the City. The Engineer is working on "As-Built" drawings.

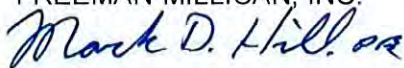
The Developer is scheduling a TAS inspection of the trail to verify compliance with TAS. Drainage in the trail area is to be observed to determine if additional work is needed in the area.

The LOMR has been submitted to FEMA for review and approval.

We recommend acceptance of the Creek Phase 3 development, subject to completion of completion of "As-Built" plans.

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

F:\17024 - LAV General Servies\9 - Review\Bear Creek 3-4-5\Bear Creek 3 - Final Acceptance.docx



CITY OF LAVON Agenda Brief

MEETING: March 16, 2021

ITEM: 8 - E

Item:

Discussion and action regarding acceptance of the Wolf Run Ditch Improvements (CIP-8) Construction Project.

Background:

The Wolf Run Ditch Improvements construction project, identified as CIP-8 in the approved capital improvements plan (CIP), involved 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 also involved the adjustment of several driveway culverts to correct drainage patterns, the replacement of existing concrete flumes, and the apron paving for driveway approaches.

On November 3, 2020, the City Council awarded the bid and approved a construction contract for the Wolf Run Ditch Improvements (CIP-8) Construction Project to GRod Construction LLC. for \$66,646. Design issues in the original drainage system posed unanticipated challenges during construction. Two change orders were approved concluding in a total project contract of \$81,228.

The residents have expressed appreciation for the work and particularly for the responsiveness to their concerns. The construction project has been completed and the City Engineer has recommended that the City accept the infrastructure project.

Financial Implications:

The construction contract provides for a 2-year warranty period.

Staff Notes:

Acceptance of the construction project is recommended.

Attachments: City Engineer letter
CIP project sheet

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.

March 9, 2021

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

Re: Wolf Run Ditch Improvements [CIP-8]
Final Acceptance

Dear Ms. Dobbs:

The above referenced project has been completed and is available to be placed into service.

Attached are the Affidavit of Bills Paid, Surety Release and Final Pay Application and Retainage Pay Applications. As-Built drawings have been provided.

We recommend acceptance of the project. Please process both pay applications.

Please contact us if you may have any questions or comments regarding this recommendation.

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

Attachments

Cc: David Carter

F:\17024 - LAV General Servies\8 - Special Services\Wolf Run\6 - Construction\Wolf Run - Final Acceptance.docx

SECTION 00 65 19.13

AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

STATE OF TEXAS
COUNTY OF Wise

AFFIDAVIT

THAT I, the undersigned, being duly sworn, say that I was the Contractor for the performance of certain work entered into the 11 day of September, 2020, between the City of Lavon, Texas and Grad Construction, LLC for construction of Wolf Run Ditch Improvements (CIP-8) project.

KNOW ALL MEN BY THESE PRESENTS

1. The undersigned hereby certifies the improvements on the aforementioned project have been fully and satisfactorily completed in conformity with the contract.
2. The undersigned further certifies that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of said contract and that the wage rates paid by Contractor and all Subcontractors were in conformity with the contract provisions relating to said wage rates.
3. The undersigned further certifies that there are no claims of subcontractors or materials suppliers for unpaid bills for labor or materials and supplies furnished in the course of the contract.

CERTIFIED TRUE AND CORRECT

Carlos Rangel
Contractor

STATE OF TEXAS
COUNTY OF Wise

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Carlos Rangel, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12 day of February, A.D., 20 21.

Summer Johnson
Notary Public in and for

Wise County, Texas

My Commission Expires 12-15-2021

(SEAL)

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

AIA DOCUMENT G707

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

BOND # 1001153720

PROJECT: **Wolf Run Ditch Drainage Improvements**
(name, address)

TO: (Owner)
City of Lavon,
120 School Road
Lavon, TX 75166
CONTRACTOR:

CONTRACT FOR: Construction of concrete flumes, adjusting six (6) RCP
culvert pipes, and construction of concrete maintenance strips
CONTRACT DATE: 11/3/2020

GRod Construction, LLC

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040

,SURETY COMPANY,

on bond of
(here insert name and address of Contractor)

GRod Construction, LLC
889 E. Rock Island Ave.
Boyd, TX 76023

,CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety company of any of its obligations to
(here insert name and address of Owner)

City of Lavon
120 School Road
Lavon, TX 75166

,OWNER,

as set forth in the said Surety Company's bond

IN WITNESS WHEREOF,

The Surety Company has hereunto set its hand this 10th day of February, 2021.

U.S. Specialty Insurance Company

Surety Company

Elena Sells

Signature of Authorized Representative

Attest
(seal):

Jennifer Clark
Jennifer Clark

Witness

Elena Sells

Attorney-in-Fact

Title

Attorney-in-Fact



**TOKIOMARINE
HCC**

**POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Steven W. Lewis, Kathy Sells, Lanny Land, Elena Sells or Jennifer Clark of Grapevine, Texas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Ten Million***** Dollars (***\$10,000,000.00***) . This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.


Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles



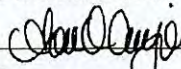
By: 
Daniel P. Aguilar, Vice President

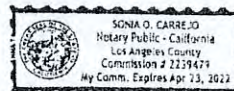
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 10th day of February, 2021.

Corporate Seals
Bond No. 1001153720
Agency No. 18799




Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCCSMANPOA06/2018

Project: Wolf Run Ditch Improvements
Owner: City of Lavon
General Contractor: GRod Construction, LLC
Sub-Contractor: _____
Engineer: Gustave Michaud
Project #: _____
Estimate #: 3
From: February 1, 2021
To: February 8, 2021

Summary of Payment Estimate Values From Attached Tabulations

Original Contract Amount:	S	66,646.00
Approved Change Orders:	S	14,582.00
Current Contract Amount:	S	81,228.00
Value of Work Performed to Date:	S	76,228.00
10% Retainage:	S	7,622.80
Amount of Previous Payments:	S	38,277.00
Balance Due This Estimate:	S	30,328.20
Percentage of Contract Value Complete:	94%	

Original Contract Time:	180	CD
Additional Time with Approved Change Orders:	0	CD
Current Contract Time:	180	CD
Contract Time Charged:	0	CD
Percentage of Contract Time Used:	0%	

The undersigned Contractor certifies that all work, including materials on hand, covered by this Periodical Payment has been completed and delivered and stored in accordance with the Contract Documents, that all amounts have been paid by him for work, mat

Contractor Signature: **Carlos** Digitally signed by Carlos Rangel, DN: cn=Carlos Rangel, o=GRod Construction, LLC, email=carlos.rangel@grodconstruction.com, c=US, Date: 2021.02.08 16:48:24 -0600
 Printed Name: Carlos Rangel
 Date Signed: 2/8/2021

Owner's Representative: _____
 Printed Name: _____
 Date Signed: _____

Invoice # 02
 Invoice Date: 02/08/2021
 Dates Submitted: 12/01/2020-12/24/2020

General Contractor
 GRod Construction, LLC
 889 E. Rock Island Avenue
 Boyd, TX 76023
 USA

Wolf Run Ditch Improvements

Owner Code	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date	% Complete
BASE BID PROJECT											
1	Concrete Maintenance strips	2,074.000	LF	20.00	\$ 41,480.00	1974	100	2074	\$ 2,000.00	\$ 41,480.00	100%
2	Adjust Existing 12" RCP Culverts	4.000	EA	1,790.00	\$ 7,160.00		4	4	\$ 7,160.00	\$ 7,160.00	100%
3	Adjust Existing 18" RCP Culverts	2.000	EA	1,790.00	\$ 3,580.00		2	2	\$ 3,580.00	\$ 3,580.00	100%
4	Repair Concrete Driveway Approach for Culvert Adjustment	106.000	LF	46.00	\$ 4,876.00		106	106	\$ 4,876.00	\$ 4,876.00	100%
5	Trrfic Control	1.000	LS	1,550.00	\$ 1,550.00	1		1	\$ -	\$ 1,550.00	100%
6	seeding	1.000	LS	3,000.00	\$ 3,000.00	0.5	0.5	1	\$ 1,500.00	\$ 3,000.00	100%
7	Contingency Allowence	1.000	LS	5,000.00	\$ 5,000.00			0	\$ -	\$ -	0%
15					\$ -			0	\$ -	\$ -	#DIV/0!
BASE BID SUBTOTAL					\$ 66,646.00				\$ 19,116.00	\$ 61,646.00	92%
Owner Code	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date	% Complete
CHANGE ORDER # 1											
A1	2 Additional Culverts	1	EA	\$ 6,092.00	\$ 6,092.00		1	1	\$ 6,092.00	\$ 6,092.00	100%
A2	Additional Concrete Pavement for Driveways	1	EA	\$ 8,490.00	\$ 8,490.00		1	1	\$ 8,490.00	\$ 8,490.00	100%
A3					\$ -			0	\$ -	\$ -	#DIV/0!
A4					\$ -			0	\$ -	\$ -	#DIV/0!
A5					\$ -			0	\$ -	\$ -	#DIV/0!
					\$ -			0	\$ -	\$ -	#DIV/0!
CHANGE ORDER # 1 SUBTOTAL					\$ 14,582.00				\$ 14,582.00	\$ 14,582.00	100%

Totals: \$ 81,228.00 \$ 33,698.00 \$ 76,228.00 94%

Original Contract Amount	\$ 66,646.00
Change Order Amount	\$ 14,582.00
Total Contract	\$ 81,228.00
Work Completed to Date	\$ 76,228.00
Stored Material	\$ -
Total Complete/Stored/Pending	\$ 76,228.00
Less Retainage 10%	\$ 7,622.80
Total (Less Retainage)	\$ 68,605.20
Adjustments	\$ -
Less Previously Requested	\$ 38,277.00
Amount Due This Request	\$ 30,328.20

Approved By: Carlos Rangel
 Contractor

Approved By: _____
 Owner

Approved By: Mark D. Hill
 Engineer

Project: Wolf Run Ditch Improvements
Owner: City of Lavon
General Contractor: GRod Construction, LLC
Sub-Contractor:
Engineer: Gustave Michaud
Project #:
Estimate #: Retainage
From:
To:

Summary of Payment Estimate Values From Attached Tabulations

Original Contract Amount:	S	66,646.00
Approved Change Orders:	S	14,582.00
Current Contract Amount:	S	81,228.00
Value of Work Performed to Date:	S	76,228.00
10% Retainage:	S	-
Amount of Previous Payments:	S	68,605.20
Balance Due This Estimate:	S	7,622.80
Percentage of Contract Value Complete:		94%

Original Contract Time:	180	CD
Additional Time with Approved Change Orders:	0	CD
Current Contract Time:	180	CD
Contract Time Charged:	0	CD
Percentage of Contract Time Used:	0%	

The undersigned Contractor certifies that all work, including materials on hand, covered by this Periodical Payment has been completed and delivered and stored in accordance with the Contract Documents, that all amounts have been paid by him for work, mat

Contractor Signature: **Carlos** Digital Signature
DN: cn=Carlos Rangel, o=GRod Construction, LLC, email=carlosrangel@grconstruction.com, c=US
Date: 2021.02.08 11:28:06-0500
Printed Name: **Carlos Rangel**
Date Signed: **2/8/2021**

Owner's Representative: _____
Printed Name: _____
Date Signed: _____

Invoice # Retainage
 Invoice Date: 02/08/2021
 Dates Submitted: 12/01/2020-12/24/2020

General Contractor
 GRod Construction, LLC
 889 E. Rock Island Avenue
 Boyd, TX 76023
 USA

Wolf Run Ditch Improvements

Owner Code	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date	% Complete
BASE BID PROJECT											
1	Concrete Maintenance strips	2,074.000	LF	20.00	\$ 41,480.00	2074		2074	\$ -	\$ 41,480.00	100%
2	Adjust Existing 12" RCP Culverts	4.000	EA	1,790.00	\$ 7,160.00	4		4	\$ -	\$ 7,160.00	100%
3	Adjust Existing 18" RCP Culverts	2.000	EA	1,790.00	\$ 3,580.00	2		2	\$ -	\$ 3,580.00	100%
4	Repair Concrete Driveway Approach for Culvert Adjustment	106.000	LF	46.00	\$ 4,876.00	106		106	\$ -	\$ 4,876.00	100%
5	Trrffic Control	1.000	LS	1,550.00	\$ 1,550.00	1		1	\$ -	\$ 1,550.00	100%
6	seeding	1.000	LS	3,000.00	\$ 3,000.00	1		1	\$ -	\$ 3,000.00	100%
7	Contingency Allowence	1.000	LS	5,000.00	\$ 5,000.00			0	\$ -	\$ -	0%
15					\$ -			0	\$ -	\$ -	#DIV/0!
BASE BID SUBTOTAL					\$ 66,646.00				\$ -	\$ 61,646.00	92%
Owner Code	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date	% Complete
CHANGE ORDER # 1											
A1	2 Additional Culverts	1	EA	\$ 6,092.00	\$ 6,092.00	1		1	\$ -	\$ 6,092.00	100%
A2	Additional Concrete Pavement for Driveways	1	EA	\$ 8,490.00	\$ 8,490.00	1		1	\$ -	\$ 8,490.00	100%
A3					\$ -			0	\$ -	\$ -	#DIV/0!
A4					\$ -			0	\$ -	\$ -	#DIV/0!
A5					\$ -			0	\$ -	\$ -	#DIV/0!
CHANGE ORDER # 1 SUBTOTAL					\$ 14,582.00				\$ -	\$ 14,582.00	100%
Totals:					\$ 81,228.00				\$ -	\$ 76,228.00	94%

Original Contract Amount \$ 66,646.00
 Change Order Amount \$ 14,582.00
 Total Contract \$ 81,228.00

Work Completed to Date \$ 76,228.00
 Stored Material \$ -
 Total Complete/Stored/Pending \$ 76,228.00
 Less Retainage 10% \$ -
 Total (Less Retainage) \$ 76,228.00
 Adjustments \$ -
 Less Previously Requested \$ 68,605.20
 Amount Due This Request \$ 7,622.80

Approved By: Carlos Rangel Contractor
 Approved By: _____ Owner
 Approved By: Mark D. Hill Engineer



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: March 16, 2021

ITEM: 8 - F

Item:

Discussion and action regarding approval of Task Order #7 with Freeman-Millican, Inc. pursuant to Resolution No. 2018-06-01 for professional engineering services for the design and preparation of bid documents, construction plans and administration for drainage improvements along North Geren and Windmill (CIP-3), not to exceed \$52,800.

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.

The Capital Improvements Plan (CIP) identifies the North Geren/Windmill Drive Drainage Project as a high priority programmed in Fiscal Year (FY) 2021.

Financial Impact

Funding for the \$52,800 expenditure associated with the services is allocated in the CIP Fund and Street Maintenance Fund. Revenue is provided from street maintenance sales tax revenue and Series 2020 certificates of obligation.

Staff Notes:

Approval is recommended.

Attachments: 1) Task Order #7
2) CIP-3 Sheet

TASK ORDER No. 7

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: NORTH GEREN/WINDMILL DRAINAGE [CIP-3]

SCOPE OF SERVICES:

1. Design and preparation of bid documents for drainage improvements along North Geren and Windmill from Main to CR 486 (app. 1,690 LF). This includes the area identified in the Capital Improvements plan (CIP-3), as well as the continuation north to Windmill/CR 486.
2. The design will consider ditch improvements and/or enclosed storm sewer system along North Geren.
3. Services include topographic survey of North Geren and intersections and adjacent areas necessary for design.
4. Prepare construction plans and specifications suitable for bidding.
5. Assist City in procurement of sealed bids.
6. Provide a recommendation for award of the bid.
7. Provide construction administration services including submittal review, Request for Information (RFI) response, preparation of Record Drawings. Construction inspection will be performed by the City of Lavon.

PAYMENT BASIS:

Compensation for professional services for the City Hall Parking Lot project outlined above shall be on a lump sum basis.

Preliminary Design	\$27,200	Lump Sum
Final Design	\$12,600	Lump Sum
Bid Services	\$2,100	Lump Sum
Construction Administration	\$5,600	Lump Sum
Topographic Survey	\$5,300	Lump Sum


Invoices for the work performed shall be submitted on a monthly basis by FMI. Invoices are due and payable on receipt.

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:  By: _____

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

Title: Project Manager Title: Mayor

Date: 09 MAR 21 Date: _____



City of Lavon
Drainage Improvements
North Geren - Main to CR 486
Estimate of Probable Cost
3/9/2021

Item	Quantity	Unit	Unit Cost	Total
Grate Inlet	3	EA	\$3,500.00	\$ 10,500.00
Curb	1,100	LF	\$12.00	\$ 13,200.00
5' Sidewalk	610	SY	\$45.00	\$ 27,450.00
Backfill	1,020	CY	\$20.00	\$ 20,400.00
24" HDPE Storm Sewer	1,800	LF	\$115.00	\$ 207,000.00
Storm Sewer Connections	26	EA	\$750.00	\$ 19,500.00
Yard Inlets	14	EA	\$450.00	\$ 6,300.00
Regrade Roadside Ditch Install Hydromulch	610	LF	\$20	\$ 12,200.00
Traffic Control	1	LS	\$5,000	\$ 5,000.00
Sodding	2,170	SY	\$10	\$ 21,700.00
Erosion Control (SF, RB, SCE, etc.)	1	LS	\$5,000	\$ 5,000.00
Subtotal				\$ 348,250.00
Engineering Design Services				\$ 41,900.00
Surveying Services				\$ 5,300.00
Construction Admin				\$ 5,600.00
Contingency (15%)				\$ 52,200.00
		TOTAL		\$ 453,250.00

Project Description

This project includes installation of storm sewer along Geren Rod from Windmill road north to Windmill/CR 486. This includes filling the ditch and adding gate inlet in each yard for drainage. Existing driveway culverts would be utilized if possible. Curb and sidewalk will be added to the east side of Geren.



CIP-3

NORTH GEREN/WINDMILL DRAINAGE

Project Scope: Improve drainage at Geren/Windmill by modifying existing drainage at Main/Geren, and rework Geren ditch to facilitate drainage from Windmill.



PROJECT RANKING		
PRIORITIZATION FACTOR	WEIGHTED SCORE	RANKING
Life, Health & Safety	8.5	1
Strategic Plan Conformance	6	2
Legal Mandate	3.9	2
Available Funding	3.6	3
Operational Necessity	4.8	2
Timing/Location/Public Perception	5	1
TOTAL	31.8	3

ESTIMATED PROJECT COST SUMMARY	
Windmill Geren Intersection Improvements	\$ 11,250
Driveway Repair	\$ 3,560
Ditch Repair	\$ 6,250
Traffic Control	\$ 5,000
Main/Geren Drainage Improvements	\$ 3,600
Erosion Control	\$ 2,500
Subtotal Construction	\$32,160
Engineering, Survey, Geotechnical, Testing	\$ 6,300
Contingency (15%)	\$ 4,800
TOTAL PROJECT COST	\$43,260

Possible Funding Sources: Street Maintenance, City Bond



CITY OF LAVON Agenda Brief

MEETING: March 16, 2021

ITEM: 8 - G

Item:

Discussion and action regarding Resolution No. **2021-03-04** approving and authorizing the Mayor to execute an Interlocal Cooperation Agreement with the City of Nevada for Infrastructure Construction Inspection Services.

Background:

Phase 1 and Phase 2 of the Elevon Addition are situated in extraterritorial jurisdictions (ETJ) of both the City of Lavon and the City of Nevada. Pursuant to state law and agreements with Collin County, the cities have authority to enforce their subdivision regulations in their respective ETJs. A function of the subdivision regulations includes the inspection of public infrastructure construction.

The City of Lavon has engaged Lakes Engineering to perform all of the city's public infrastructure inspections. According to their city attorney, the City of Nevada engages inspection services on a specific project basis and has not yet retained services for the Elevon Addition. In the interest of quality control, economy and efficiency, the city staff proposed to the city attorney of the City of Nevada that the cities cooperate for the inspection services in the Elevon Addition.

Financial Implications:

The developer pays for the infrastructure inspection services. Aside from the quality, time and process efficiencies, the financial implications are neutral to both cities.

Staff Notes:

The City of Nevada has not responded with comments regarding the proposed agreement. The City of Lavon city attorney has reviewed the proposed agreement and approval is recommended subject to the city attorney's final review and approval.

Attachments: Proposed Resolution and Agreement

CITY OF LAVON, TEXAS
RESOLUTION NO. 2021-03-04

ILA - City of Nevada for Inspection Services

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF NEVADA, TEXAS FOR THE PROVISION OF INFRASTRUCTURE CONSTRUCTION INSPECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the “Act”), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act, and

WHEREAS, the City of Lavon and the City of Nevada have the authority to enter into this Agreement under the Act; and

WHEREAS, upon full review and consideration of the Interlocal Cooperation Agreement and all matters related thereto, the City Council is of the opinion and finds all the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute the Interlocal Cooperation Agreement on behalf of the City.

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

SECTION 1. The Interlocal Cooperation Agreement by and between the City of Lavon and the City of Nevada attached hereto as Exhibit “A” is hereby approved, and the Mayor is hereby authorized to execute said Interlocal Cooperation Agreement and all documents related thereto.

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

DULY PASSED and APPROVED by the City Council of the City of Lavon, Texas, on the 16th day of March 2021.

Vicki Sanson
Mayor

ATTEST:

Rae Norton
City Secretary

CITY OF LAVON, TEXAS
RESOLUTION NO. 2021-03-04

EXHIBIT A

Interlocal Cooperation Agreement for Infrastructure Construction Inspection Services

**INTERLOCAL COOPERATION AGREEMENT FOR INFRASTRUCTURE
CONSTRUCTION INSPECTION SERVICES BETWEEN
CITY OF LAVON AND CITY OF NEVADA**

This Interlocal Cooperation Agreement ("Agreement") is made and entered into as of the ____ day of _____, 2021 (the "Effective Date"), by and between the City of Lavon, Texas ("Lavon"), and the City of Nevada, Texas ("Nevada"), each a "Party" and collectively the "Parties", acting by and through their authorized officers.

RECITALS:

WHEREAS, Lavon and Nevada are Texas political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Lavon and Nevada to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, the Parties desire to ensure that construction infrastructure in the Elevon Addition (the "Development"), a development that is situated in the extraterritorial jurisdiction of both cities, complies with stormwater pollution prevention requirements and established construction design guidelines and standards.

NOW THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1.1 **Recitals.** The foregoing Recitals are true and correct and are hereby incorporated.
- 1.2 **Services.** The parties agree that the City of Lavon will provide for construction inspection services in the Development and furnish inspection reports to the Parties.
- 1.3 **Compensation.** Lavon shall be compensated by the Developer for inspection services within the Development.
- 1.4 **Term.** The Agreement will terminate upon the completion of the private infrastructure and acceptance of the public infrastructure.

(signature pages to follow)

EXECUTED THIS _____ day of _____, 2021.

City of Lavon, Texas

By: _____
Vicki Sanson, Mayor

Attest:

By: _____
Rae Norton, City Secretary

EXECUTED THIS _____ day of _____, 2021.

City of Nevada, Texas

By: _____
Trace Kinnard, Mayor

Attest:

By: _____
Judy Hill, City Secretary



CITY OF LAVON Agenda Brief

MEETING: March 16, 2021

ITEM: 8 – H

Item:

Discussion action regarding Resolution No. **2021-03-05** approving and authorizing the Mayor to execute a Vendor Services Agreement with The Roll Steady, L.L.C. for creation and retention of video content for the Lavon Volunteer Fire Department.

Background:

The Fire Department and The Roll Steady have discussed an agreement where Roll Steady will provide and videotape specific hands-on training exercises for the Fire Department. Roll Steady will create and retain video content for the Fire Department and the video will be used for training videos internally and published on the internet for other firefighters.

From The Roll Steady website at <https://www.therollsteady.com/>

The Roll Steady started in 2019 as a YouTube Channel creating short-form training videos that are specifically designed to 1) jumpstart a conversation between Rookie and Veteran firefighters at your fire station, 2) provide relevant training content in an accessible format to the modern firefighter, and 3) build a community of like-minded members who have a love for The Job and are committed to personal growth.

As we push forward, we will continue to publish training content on our YouTube Channel and Facebook Group along with the development of a new platform (what you are seeing now, hosted on Mighty Networks) that gives us the ability to create higher-level content. Our vision is to offer both the short-form content alongside newly developed, longer-form courses, Masterclasses, and events.

We believe that (real) confidence is built on competence. And competence... is built on the training ground and through experience!

Financial Implication:

There is no cost to the City for the training services or video content.

Staff Notes:

The City Attorney has reviewed the proposed agreement and approval is recommended.

Attachments: 1) Proposed Resolution and agreement

CITY OF LAVON, TEXAS
RESOLUTION NO. 2021-03-05

Vendor Services Agreement – Roll Steady

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A VENDOR SERVICES AGREEMENT WITH THE ROLL STEADY, LLC FOR CREATION AND RETENTION OF VIDEO CONTENT FOR THE LAVON VOLUNTEER FIRE DEPARTMENT.

WHEREAS, The Roll Steady, LLC proposed to create and retain video content for the Fire Department; and

WHEREAS, the Fire Department has determined the Department will benefit from the training and services provided by The Roll Steady; and

WHEREAS, the City Council finds it is in the best interest of the residents of the City of Lavon for the City to enter into such an agreement.

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

SECTION 1. That the City Council does hereby approve and authorize the Mayor to execute a vendor services agreement with The Roll Steady, LLC, which is attached hereto and labeled "Exhibit A".

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

DULY PASSED and APPROVED by the City Council of the City of Lavon, Texas, on the 16th day of March 2021.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary

CITY OF LAVON, TEXAS
RESOLUTION NO. 2021-03-05

EXHIBIT A

Vendor Services Agreement



VENDOR SERVICES AGREEMENT

THIS VENDOR SERVICES AGREEMENT (the "Agreement"), dated _____ (the "Effective Date"), is entered into by and between The Roll Steady, LLC ("RS"), a Texas limited liability company, having its principal place of business at 564 Sawyer Dr., Fate, Texas 75087, and Lavon Volunteer Fire Department residing at 501-A Lincoln Ave ("The Department").

RS wishes to create and retain video content for The Department, and The Department desires to receive such services upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

1. SERVICES

RS will provide an in-person Ventilation Tactics Class at an acquired structure provided by The Department. RS will also create video content for The Department to use as internal training materials (the "Services"). The Parties will work together to determine mutually-acceptable parameters of the content.

2. TERM

The initial term of this Agreement is six (6) months. This Agreement will be effective on the Effective Date and continue for six (6) consecutive months (the "Initial Term"). This Agreement can be renewed by the mutual, written agreement between the Parties. During the term of this agreement and any mutually agreed upon extensions to this agreement.

3. TERMINATION

Subject to the Provisions below, this Agreement may be terminated by either Party with thirty (30) days' advance written notice to the other Party.

4. CONSIDERATION AND FEES

In consideration of the Services described in this Agreement, the Parties agree to the following:

License Grant

In exchange for performance of the Services, RS hereby grants to The Department, and The Department hereby accepts, on the following terms and conditions, a non-exclusive license to use the content created as a result of the Services. The Department has the right to use, digitally publish and distribute the content created as a result of this Agreement as follows:



a. For internal training materials for use by The Department.

5. **NO EMPLOYMENT RELATIONSHIP.** RS is an independent contractor, and this Agreement will not be construed to create any partnership, joint venture, agency or employment relationship between RS and The Department. RS will not represent itself to be an employee, representative, partner, joint venturer or agent of The Department. Unless otherwise provided herein, RS will have no authority to enter into any agreement on The Department's behalf or in The Department's name or represent The Department for any purpose whatsoever.
6. **INTELLECTUAL PROPERTY.** Except as otherwise expressly stated in this Agreement, RS will have exclusive ownership of all materials resulting from performance of the Services and all other intellectual property rights, including but not limited to copyrights, trademarks, service marks, and trade secrets attributable thereto (collectively the "RS Intellectual Property"). The Department transfers, conveys, and assigns any rights it might have in the RS Intellectual Property to RS.
7. **CONFIDENTIAL INFORMATION-** **This Section 7 and each subsection thereof shall survive the termination of this Agreement.**
 - a. **Confidential Information.** Each party hereby acknowledges that it has or may be exposed to confidential and proprietary information of the other party, including, without limitation, technical information (including functional and technical specifications, computer programs, methods, ideas, "know how," and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like, and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information of a party does not include (i) information already known or independently developed by the other party outside the scope of this Agreement, (ii) information in the public domain through no wrongful act by the other party, or (iii) information received by the other party outside the scope of this Agreement from a third party who was free to disclose it.
 - b. **Covenant Not to Disclose.** Each party hereby agrees that during the Term hereof and at all times thereafter, and except as specifically permitted herein or in a separate writing signed by the other party, it will not use, commercialize or disclose any Confidential Information to any person or entity, except to those having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the other party may approve in writing. Each party agrees that it will not alter or remove from any property of the other party any proprietary, copyright, trademark or trade secret legend. Each party agrees to use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but no less than a reasonable standard of care or as required by federal or state law.



8. GENERAL TERMS

- a. Entire Agreement/Order of Precedence. This Agreement, together with the Exhibits now or hereafter attached hereto, constitutes the entire agreement and understanding between the Parties concerning the subject matter hereof and supersedes all prior written and oral understandings, agreements, promises, and representations of the parties respecting the subject matter hereof. No representation or promise hereafter made by a party and no modification or amendment of this Agreement will be binding upon either party unless made in writing and signed by both Parties.
- b. Notices. Any notice required or permitted to be given under the terms of this Agreement will be deemed given upon receipt by the party to whom it is sent at the address set forth below, or at such address as such party from time-to-time may indicate by written notice given to the other party hereto. For the purposes of this Agreement, a notice in writing sent via email, courier (Federal Express, UPS, etc.) or certified mail (return receipt requested) shall constitute "Written Notice".
- c. Injunctive Relief. The parties acknowledge that violation by one party of the confidentiality provisions of this Agreement could cause irreparable harm to the other party that would not be adequately compensable by monetary damages. In addition to other relief, it is agreed that preliminary and permanent injunctive relief may be available to prevent any actual or threatened violation of such provisions.
- d. Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and other reasonable costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
- e. Severability. The invalidity or unenforceability of any particular provisions of this Agreement will not affect the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provisions had been omitted.
- f. Headings. The headings of the various provisions of this Agreement are for convenience only and will not be construed to be a part of this Agreement.
- g. Binding Effect. Subject to all the terms and conditions hereof, this Agreement inures to the benefit of, and is binding upon, the parties hereto and their successors and assigns.
- h. Assignment. Neither party may assign this Agreement or any interest herein without the prior written consent of the other party, which shall not be unreasonably withheld. Any purported assignment without such consent will be void.



- i. Force Majeure. Neither party will be liable or be deemed in default of this Agreement for any delay or failure to perform any obligation required of it hereunder (other than an obligation to make any payment called for herein) due to acts of God, war, terrorism, riot, embargo, strike, labor disturbance, fire, explosion, flood, shortage, or failure of supply of materials or merchandise, and, without limiting the foregoing, any other event or circumstance that is beyond its reasonable control.
- j. Waiver. No delay or omission by either party to exercise any right or remedy under this Agreement will be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future, nor will any waiver of any specific breach of this Agreement be construed or deemed to be a waiver of any other or additional breach, similar or dissimilar.
- k. Effectiveness. This Agreement will become effective only upon the last date of signature below.
- l. Choice of Law and Venue. These terms, including exhibits and all matters relating to this Agreement, shall be governed by, and construed in accordance with, the laws of the State of Texas (without giving effect to the choice of law principles thereof). Any action based on or arising out of this Agreement or the products or services provided or to be provided hereunder shall be brought and maintained exclusively in any court of the State of Texas or any federal court of the United States.
- m. Survival of Terms. Notwithstanding anything contained herein to the contrary, all of the Parties' respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement for any reason.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their free and voluntary act with full and complete knowledge of its contents.

THE ROLL STEADY, LLC

By _____

Mr. Greg Lackey

By _____

The Department

Date: _____

Date _____

RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of FORCIBLE ENTRY - RESIDENTIAL LOCKS AND BARS organized by THE ROLL STEADY, of FATE, Texas, 75087 and/or use of the property, facilities and services of THE ROLL STEADY, I, THE PARTICIPANT, agree for myself, to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by THE ROLL STEADY, or the employees, representatives or agents of THE ROLL STEADY. I also agree to observe and obey all posted rules and warnings regarding COVID-19, and further agree to follow any oral instructions or directions given by THE ROLL STEADY, or the employees, representatives or agents of THE ROLL STEADY.

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself, and further release and discharge THE ROLL STEADY for injury, loss or damage arising out of my use of or presence upon the facilities of THE ROLL STEADY, whether caused by the fault of myself, THE ROLL STEADY or other third parties. I also recognize that there are certain inherent risks associated with the above described activity regarding COVID-19, acknowledge the contagious nature of COVID-19 and understand that CDC and public health authorities recommend the practice of social distancing, and I assume full responsibility for personal injury to myself, and further release and discharge THE ROLL STEADY for injury, loss or damage arising out of my use of or presence upon the facilities of THE ROLL STEADY, whether caused by the fault of myself, THE ROLL STEADY or other third parties.

I acknowledge that THE ROLL STEADY has followed all local and state requirements regarding the coronavirus pandemic to reduce the spread of COVID-19. I acknowledge that THE ROLL STEADY cannot guarantee that I will not become infected with COVID-19.

3. INDEMNIFICATION. I agree to indemnify and defend THE ROLL STEADY against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my use of or presence upon the facilities of THE ROLL STEADY.

4. FEES. I agree to pay for all damages to the facilities of THE ROLL STEADY caused by any negligent, reckless, or willful actions by myself.

5. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under Texas law.

6. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.

7. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

8. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

9. EMERGENCY CONTACT. In case of an emergency, please call:

Name

Phone Number

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Name of PARTICIPANT

Signature of PARTICIPANT

Date: _____

VIDEO CONSENT AND RELEASE

Effective as of the date shown below, approval for past use and permission for present and future use is being granted to THE ROLL STEADY to use a picture or voice recording of THE PARTICIPANT. Permission is being given by the undersigned, (the "**Recorded Party**"), as more fully explained in this Consent and Release. The undersigned is an adult and fully authorized to sign this Consent and Release.

For a valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby grants to THE ROLL STEADY its agents, employees, licensees, and successors in interest (collectively, the "**Released Party**") all ownership rights and the absolute and irrevocable right and permission to copyright, use and publish the recorded image and/or voice of THE PARTICIPANT (the "**Image and/or Voice**") that has been (or is being) obtained pursuant to this Consent and Release.

The Image and/or Voice may be copyrighted, used and/or published individually or in conjunction with other photography, video works, and recordings, and in any medium (including without limitation, print publications, public broadcast, CD-ROM format) and for any lawful purpose, including without limitation, trade, exhibition, illustration, promotion, publicity, advertising and electronic publication.

The undersigned represents and warrants that (i) no other party has been granted an exclusive license with respect to the Image and/or Voice, and (ii) no other party's authorization or consent is required with respect to the permission granted to the Released Party under this Consent and Release.

The undersigned waives any right that the undersigned may have to inspect or approve the Released Party's use of the Image and/or Voice, or the advertising copy or printed matter that may be used in connection with the use and/or publication of the Image and/or Voice. The undersigned releases the Released Party (and all persons acting under its permission or authority) from all claims for libel, slander, invasion of privacy, infringement of copyright or right of publicity, or any other claim related to the Image and/or Voice (collectively, "**Claims**"). This release includes without limitation any Claims related to blurring, distortion, alteration, optical illusion, digital alteration, use in composite form, whether intentional or otherwise, or use of a fictitious name, that may occur or be produced in the processing or publication of the Image and/or Voice.

THE UNDERSIGNED WARRANTS THAT THE UNDERSIGNED HAS READ THIS CONSENT AND RELEASE PRIOR TO THE SIGNING OF THIS DOCUMENT, THAT THE UNDERSIGNED UNDERSTANDS IT, AND THAT THE UNDERSIGNED FREELY ENTERS INTO THIS CONSENT AND RELEASE.

Name of PARTICIPANT

Signature of PARTICIPANT

Date: _____



CITY OF LAVON Agenda Brief

MEETING: March 16, 2021

ITEM: 8 - 1

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 March 6, 2021, Governor Greg Abbott once again, by continuing his COVID-19 disaster declaration for another 30 days, extended the Open Meetings Act suspensions for another 30 days. The Governor's office stated that he should continue doing so for the foreseeable future. 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> . Additionally, the Governor's Office website contains a TDEM [link to testing locations](#) .

On March 11, 2021, a Texas House State Affairs Committee conducted a hearing on [H.B. 3](#), which adds a new Texas Government Code chapter titled "Pandemic Emergency Management." The 19-page bill affects mayoral and city council authority during a pandemic. An excerpt from the summary of the bill is attached.

The United States Senate passed its version of the coronavirus relief package – H.R. 1319, the American Rescue Plan Act of 2021 – last weekend, and on March 10, 2021, the United States House approved the Senate version of the bill with no amendments. The final step will be the President's signature, which is expected shortly.

A United States Speaker of the House fact sheet provided details on the legislation, an excerpt of which is attached that includes a description of the local government funding. Of most importance to cities is a spreadsheet prepared on March 8 that shows the allocations to cities across the nation which are substantial – even for smaller cities. The City of Lavon shows a potential allocation of \$810,000. The city attorney's office is preparing a summary memo regarding the legislation and implications that will be distributed to the City Council upon receipt.

The National League of Cities (NLC) provided the following in an update on March 10:

Cities, towns and villages will receive \$65.1 billion under the bill. Specifically, the bill provides funding for:

- Payments to state, local, tribal, and territorial governments for economic relief and to combat the virus;
- Agriculture and nutrition programs, including extending SNAP and the Pandemic EBT program to keep families fed through the pandemic;
- Schools and institutions of higher education to safely reopen schools, address learning loss, and support students and staff, including support for broadband for students;
- Child care to help sustain child care providers and expand child care assistance to 857,000 children;
- COVID-19 vaccinations, testing, treatment, and prevention, especially for hard to reach communities and areas;
- Mental health and substance-use disorder services;
- Emergency rental assistance, homeowner assistance, and other housing programs to help families pay rent, mortgages, and utilities;
- Transit agencies to prevent layoffs of transit workers and prevent severe cuts to transit services that essential workers and the general public rely on;
- Multiemployer pension plans;
- Small business assistance, including specific programs for restaurants and live venues;
- Support for health care workers, transportation workers, federal employees, veterans, and other targeted populations;
- International and humanitarian responses; and
- Tribal government services.

The bill also includes provisions that:

- Extend enhanced unemployment benefits through September, providing an additional \$300 per week on top of all state unemployment benefits;
- Provide direct economic impact payments of \$1,400 per eligible individual and \$2,800 for couples making up to \$150,000 per year. Eligible families will also receive an additional \$1,400 payment per child and adult dependent, amounting to \$5,600 for an average family of four;
- Expand the Child Tax Credit and the Earned Income Tax Credit, tools intended to end poverty;
- Provide premium assistance for certain health insurance coverage; and
- Require coverage, without cost-sharing, of COVID-19 vaccines and treatment under Medicaid and the Children's Health Insurance Program (CHIP)

Some cities have begun rescinding their declarations. 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.

OPERATIONS UPDATE

Vaccinations

On March 11, 2021, Collin County Judge Chris Hill reported that, "The Collin County Vaccine Wait List is now complete, as Collin County and its vaccine partners are expected to vaccinate or schedule vaccination appointments for the last remaining individuals on the wait list (with registration numbers up to #275056) by the end of this week. Tomorrow (March 12), the Collin

County vaccine appointment portal will open for any person eligible for Phase 1A, Phase 1B, and all teachers. Additionally, all individuals ages fifty and above will be eligible to make a vaccine appointment beginning Monday, March 15. This expanded eligibility is consistent with new guidance provided by Texas' Department of State Health Services (DSHS)." The City's website reflects the current vaccination hubs and links to sign up.

Testing

USA Mobile Drug Testing of Plano will provide free COVID-19 PCR testing at City Hall. Last year, this firm was approved to perform testing by Collin County. An agreement is not required to proceed with scheduling and there is no charge to the City. The testing site will be set up in the parking lot at City Hall and the testing staff will meet people at their vehicles. The first testing date is scheduled for Saturday, March 13, 2021 from 9:00 am to noon. The City and USA Testing will aggressively promote the program to notify residents of the free and local service. A flyer is attached.

City Operations

As reported on March 2, 2021, Governor Greg Abbott issued an executive order, GA-34, to allow all businesses and facilities within the state to operate at 100 percent capacity, effective on March 10. In addition, the order rescinds the statewide face covering mandate; however, individual businesses, organizations, and town buildings continue to have the right to require employees and patrons to wear masks. An excerpt from the following March 8 Town of Flower Mound statement is provided for your information:

"In order to protect our employees and the community, Town of Flower Mound facilities, including Town Hall, the Community Activity Center, library, and Animal Services, will continue COVID-19 precautions and require masks to be worn inside facilities, unless able to socially distance and stay 6 feet apart. The town remains open for business to serve citizens with face-to-face interaction; however, we encourage residents continue to conduct town business online, when possible."

City Hall and the Police Department continue regular operations while the buildings remain closed for public entry. Meetings and appointments are available as needed. Meetings will continue to be conducted virtually unless otherwise noted. The city staff is prepared to discuss a plan to re-open city offices to the public.

- Attachments:**
- 1) Recap – Texas Pandemic Response Act
 - 2) Excerpt – Summary Federal Legislation re Cities
 - 3) NLC Information
 - 4) Flyer – Lavon COVID-19 Testing Location

S.B. 889 (Eckhardt) – **Poll Watchers**: would, among other things: (1) amend current law to allow a nonpartisan election observation organization to appoint a “watcher” to observe the conduct of an election; (2) authorize the secretary of state to certify qualifying nonpartisan election observation organizations and to adopt rules establishing the criteria to determine whether an organization may be certified; and (3) establish criteria that makes an individual eligible to be a watcher.

Emergency Management

H.B. 3 (Burrows) – **Texas Pandemic Response Act**: this bill, known as the Texas Pandemic Response Act, would make numerous changes regarding how the state and local governments prevent, prepare for, respond to, and recover from a pandemic disaster. Of primary importance to cities, the bill would, among many other things:

1. define the term “pandemic disaster” to mean the occurrence or imminent threat of an outbreak of an infectious disease that spreads to a significant portion of the population of multiple countries or the world and that threatens widespread or severe damage, injury, or loss of life or property in the state resulting from any natural or man-made cause related to the outbreak;
2. authorize the governor, by executive order or proclamation, to declare a state of pandemic disaster if the governor determines that a state of pandemic disaster is occurring in the state or that the occurrence or threat of a pandemic disaster is imminent;
3. authorize the governor to, on request of a city, waive or suspend a deadline, including a deadline relating to a budget or property tax rate, imposed on the political subdivision by a statute or a state agency order or rule if he waiver or suspension is reasonably necessary to cope with the pandemic disaster;
4. authorize the governor to temporarily reassign resources, personnel, or functions of state agencies and cities for the purpose of performing or facilitating emergency services during a pandemic disaster;
5. provide that the presiding officer of a city council is designated as the pandemic emergency management director for the city;
6. authorize a pandemic emergency management director to serve as the governor’s designated agent in the administration and supervision of duties under the Texas Disaster Pandemic Act, and authorize the pandemic emergency management director to exercise the powers granted to the governor on an appropriate local scale;
7. authorize a pandemic emergency management director to designate a person to serve as pandemic emergency management coordinator, who serves as an assistant to the pandemic emergency management director;
8. provide that a deadline imposed by local law on a city, including a deadline relating to a budget or property tax, is suspended if: (a) the city is wholly or partly located in an area in which a pandemic disaster has been declared by the president of the United States or the governor; and (b) the city’s presiding officer proclaims that the city is unable to comply with the requirement because of the pandemic disaster;
9. authorize a city’s presiding officer to issue an order ending the suspension of a deadline under Number 8, above, and provide that a deadline may not be suspended for more than

- 30 days after the date the presiding officer issues the proclamation described by Number 8(b), above;
10. provide that any local order or rule issued in response to a state or local state of pandemic disaster is superseded and void to the extent that it is inconsistent with orders, declarations, or proclamations issued by the governor or Department of State Health Services;
 11. prohibit an election official of a political subdivision from seeking to alter, in response to a pandemic disaster, any voting standard practice, or procedure in a manner not otherwise expressly authorized by state law, unless the election official first obtains approval of the proposed alternation from the secretary of state by submitting a written request for approval to the secretary of state;
 12. provide that if the governor issues a written determination finding that the presiding officer of a city council has taken issued an order requiring the closure of a private business in response to a pandemic, the city council for that city may not adopt a property tax rate for the current tax year that exceeds the lesser of the city's no-new-revenue tax rate or voter-approval tax rate for that tax year;
 13. provide that, for a tax year in which the restriction in Number 12, above, applies to a city, the difference between the city's actual tax rate and voter-approval tax rate for purposes of calculating the city's unused increment rate is considered to be zero;
 14. provide that a city is no longer subject to the limitation prescribed by Number 12, above, in the first tax year in which the governor rescinds the governor's written determination;
 15. provide that a person commits an offense if the person violates a provision of the pandemic components of a state, local, or interjurisdictional emergency management plan or a rule, order, or ordinance adopted under those provisions, and that a violation is punishable by a fine only in an amount not to exceed \$1000 to be enforced by state and local officials; and
 16. authorize the attorney general to provide legal counsel to a city subject to a declared state of pandemic disaster on issues related to pandemic disaster mitigation, preparedness, response, and recovery applicable to the area subject to the pandemic disaster declaration, if a request for legal counsel is submitted by the emergency management director or mayor of a city.

H.B. 26 (Swanson) – **Weapons:** would eliminate the governor's authority to: (1) limit the sale, dispensing, or transportation of firearms during a state of disaster; and (2) issue directives on the control of the sale, transportation, and use of weapons during a state of emergency.

H.B. 311 (Vasut) – **Extension of Disaster Declarations:** would, among other things: (1) amend current law to provide that a state of disaster may not continue for more than 30 days unless renewed by the legislature by law; (2) provide that the governor may not declare a state of disaster based on the same or a substantially similar finding for which the state of disaster was initially declared by the governor within the preceding 12 months; (3) amend current law to provide that public health disaster may not continue for more than 30 days unless renewed by the legislature by law; (4) amend current law to provide that the commissioner of the state health services will no longer be authorized to renew, one time, a public health disaster for an additional 30 days; and (5) provide that, at any time, either the governor or the legislature by law may terminate a declaration of a public health disaster.

PROVIDING SUPPORT FOR FIRST RESPONDERS AND OTHER ESSENTIAL WORKERS

- **Providing \$350 billion For New Coronavirus Relief Funds To Help Keep First Responders, Frontline Health Care Workers, and Other Essential Workers on the Job:** The bill provides \$350 billion for new Coronavirus Relief Funds for states, localities, the U.S. Territories, and the Tribal Governments, including to help keep critical workers on the job. These critical workers include frontline health care workers, police, firefighters, transit workers, teachers, EMS, and other vital workers who help keep us safe. Since the pandemic began, 1.4 million of these types of workers have lost their jobs, due to the tight budgets caused by the high expenses and reduced revenues created by the pandemic.
- **Additional Purposes for This Funding:** The Senate-passed bill adds as eligible categories for use of these funds investing in water, sewer and broadband infrastructure, as well as premium pay up to \$13 an hour in additional wages for workers performing an essential function in the pandemic. The Senate-passed bill also specifies that the funds cannot be used for pensions or for tax cuts.
- **Requirement of Spending Funds by 2024:** The Senate-passed bill adds a requirement that, to be authorized under this section, funds must be spent by December 31, 2024.
- **Funding for Localities to Be Distributed in Two Tranches:** The Senate-passed bill adds a requirement that the funding for localities be distributed in two tranches.
- **The \$350 billion In Funding in the Bill Is Broken Down as Follows:**
 - **States: Providing \$195.3 billion for the states.**
 - **Localities: Providing \$130.2 billion for local governments. Under the bill, local governments of every size would receive dedicated allotments.**
 - **Tribal Governments: Providing \$20 billion to federally recognized tribal governments.**
 - **U.S. Territories: Providing \$4.5 billion for the U.S. Territories.**
- **Senate-Passed Bill Adds A \$10 Billion Capital Project Fund:** The Senate-passed bill adds a \$10 billion Capital Project Fund “to carry out critical capital projects directly enabling work, education, and health monitoring, including remote options, in response to the public health emergency.”
- **Senate-Passed Bill Also Adds A \$2 Billion Fund for Counties:** The Senate-passed bill also adds a \$2 billion fund for counties, to be used for where “there is a negative revenue impact” from federal activities in a county.

PROVIDING CERTAINTY FOR FARM COMMUNITIES, GROWERS, AND PRODUCERS

- **Strengthens the Food Supply Chains:** Like the House bill, the Senate-passed bill provides \$3.6 billion for USDA to:
 - Increase food donations with commodity purchases from farmers for distribution to food banks, nonprofits, or restaurants, to help feed families and support farmers’ bottom lines
 - Improve worker safety with resources for food and agriculture businesses to purchase personal protective equipment, test kits, and other measures that keep essential food workers safe
 - Invest in infrastructure that supports food processors, farmers markets, and producers to build resiliency in the food supply in the long term.
- **Provides Debt Relief for Socially Disadvantaged Farmers and Ranchers:** Like the House bill, the Senate-passed bill provides \$4 billion in USDA farm loan assistance to help farmers and ranchers of color who have faced discrimination for decades and to help them respond to the economic impacts of the pandemic. The Senate-passed bill gives the Secretary of Agriculture the flexibility to provide “up to 120 percent” of the outstanding debt rather than the fixed language included in the House bill.
- **Includes Funding to Support Farmers of Color:** Like the House bill, the Senate-passed bill includes \$1 billion in assistance and support for community-based organizations and 1890 Land Grant and other minority-serving institutions that work with farmers of color on land access, financial training, property issues, and training the next generation of farmers, ranchers and forest land owners and operators. The Senate-passed bill directs \$5 million of this funding must be allocated for equity commissions.
- **Relief for Rural America’s health needs:** Like the House bill, the Senate-passed bill provides \$500 million in USDA rural initiatives to help hospitals expand vaccine distribution, purchase needed medical supplies, bolsters telehealth capacity and helps hospitals facing lost revenue and high costs.

COVID-19 RESPONSE IN CITIES:

Maintaining Your City's Fiscal Health and Essential Services

Leaders must ensure that essential city services continue to operate during the COVID-19 crisis. Many local governments are being forced to change policies and practices to maintain operations due to the spread of the coronavirus. From moving to remote work to ensuring that essential workers are protected and able to perform their duties, the action steps outlined below can help you navigate the uncharted waters of sustaining municipal services during COVID-19 while protecting your city's fiscal health.

1 Closely monitor local infection rates as a key indicator of whether to expand or limit city operations.

The pandemic is taking a devastating toll on local economies and city budgets across the nation—with over \$360 billion of projected budget shortfalls expected. At the same time that revenues have taken a hit, efforts to get the American economy moving again are creating pressure on local governments to reopen their cities, towns and villages and restart or expand vital services to help residents and businesses recover.

As local leaders weigh decisions about reopening and how best to protect the public's health and safety, it's vital to constantly monitor data on local infection rates. Furthermore, cities must disaggregate this data by race and ethnicity to understand the full story of COVID-19 in a community and discern disproportionate impacts on different population groups.

The mapping company Esri has built an online GIS system to help local leaders track the spread of COVID-19. The [site](#) includes relevant data resources that municipal officials can use to develop their own dashboards, web maps and apps.

The Centers for Disease Control and Prevention (CDC) advises that a phased reopening approach utilizing specific “gating criteria” is the smartest path forward. Gating criteria are based on the data required (declining case numbers, etc.) to move to the next phase of reopening. Local leaders can consult guidance from federal agencies such as the Federal Emergency Management Agency (FEMA), the Occupational Safety and Health Administration (OSHA), and CDC when analyzing local data on infection rates.

2 Develop clear remote work and in-office protocols to keep city workers safe and infection rates low.

Cities, towns and villages often have led the response to the COVID-19 pandemic – by adopting measures to flatten the curve, and by ensuring that communities of color and low-income residents who have experienced historic inequities have the support they need to stay healthy and access critical services. In some communities, these and other local measures are paying off and cities are able consider reopening municipal facilities. But doing so requires constant vigilance about the changing situation, close adherence to health department guidance, and a safety-first mindset and focus.

Considering how and when to close or reopen city facilities requires local leaders to make difficult tradeoffs and tough choices. The best path to balancing economic concerns and public health is developing clear health and safety protocols, as well as work-from-home options that allow city employees to serve the public virtually. When developing remote-work policies, local leaders should consider providing necessary cybersecurity training, as well as ensuring that all employees have broadband access. NLC recently published a [comprehensive report](#) on what local leaders need to know about cybersecurity. The recommendations are even more imperative in the wake of COVID-19.

NLC also has developed a [toolkit](#) that helps local leaders prepare for reopening with considerations like providing increased workplace signage, determining appropriate requirements for personal protective equipment (PPE) and maintaining social distancing at work. State municipal leagues may offer cities, towns, and villages additional tailored resources to navigate reopening municipal facilities. For example, the Georgia Municipal Association created this [checklist](#).

3

Maintain engagement with your workforce and with the public.

Local government is the most trusted level of government in the United States. This is due in large part to the close relationship local leaders have with the people they lead and serve. Maintaining this trust is critical to sustaining an effective emergency response operation during the pandemic—and it all starts by insisting on clear communication with the municipal workforce. The key to a successful local government response to crisis events like the COVID-19 pandemic is keeping employees informed, motivated and able to adapt quickly to changing situations. It is critical that this communication is provided using trusted messengers and in multiple languages.

In **Durham, NC**, City Manager Tom Bonfield hosted “mid-day moments” for all city employees to join a video call to receive updates, ask questions, and learn about the City’s response to the virus.

In addition to communicating clearly and often with city employees, local leaders have a responsibility to keep residents engaged—and safe—in times of crisis. Since the start of the COVID-19 pandemic, cities have adopted many creative ways to both share information and engage with residents. For example, the **City of Eugene, OR** has hosted a “Sunday Slow Roll” with a DJ who plays on the back of a flatbed truck to allow residents to listen to music from the safety of their front porches. In the **City of Tupelo, MS**, the City launched a Mayor’s Music Series where residents could tune in to a live online concert each day at 5:30 pm. In addition to entertainment, the series provided income to local artists. Efforts like these can help build trust and encourage residents to stay safe and positive during these trying times.

While keeping up residents’ spirits is vitally important, local leaders must also find ways to provide critical, and sometimes legally mandated, engagement opportunities about the business of local government. Numerous cities have already taken their public input meetings online, including planning and zoning committee and city council meetings. Many states have revised public meeting requirements to allow for safety precautions to be taken. As the rules and regulations in your state may shift, keep up to date with your state municipal league. In Colorado, for example, the league published a [guide](#) on how to facilitate online meetings.

It’s also important to share timely service changes with residents. For example, when the **City of Baltimore, MD** experienced staff shortages within its Department of Public Works, it issued a clear [update to residents](#) about changes to recycling pickup and instituted citywide drop-off centers to fill the gap. As local leaders grapple with the staffing and logistical challenges associated with COVID-19, clearly communicating service changes and adaptations is imperative to maintaining trust with the community.

4 Examine local revenue sources to understand impacts on the city's fiscal health.

The extent of the economic downturn due to COVID-19 is yet to be fully known, but the impacts on cities are already significant. Faced with significant tax revenue shortfalls, particularly from sales and income taxes, many cities have been forced to cut services, layoff and furlough employees, and pull back on capital projects. All of these decisions can impact local employment, business contracts and the local economy. While the crisis is affecting different cities and their budgets in different ways, it makes it hard for local leaders to plan for the future.

City leaders are always monitoring local revenues and expenditures, but as the crisis continues you may need to examine emerging trends more carefully and frequently. This will allow you to plan for how to shift operations and plans as needed. With no clear idea of exactly when the pandemic will be resolved, and limited ability to raise revenues outside of state tax and expenditure limits, many cities may need to make significant budget cuts for years to come. As presented in NLC's [City Fiscal Conditions 2020 report](#), cities are considering several actions to cope with COVID-related revenue losses. Considering how to balance your budget and making staffing trade-offs can be complicated, but leveraging resources [like this one](#) from the Government Finance Officers Association can help with your planning.

5 Communicate your needs clearly and often to your federal representative.

Cities are essential to the United States' economic recovery and our country's sustained response to COVID-19. To ensure that you have a strong partner in the federal government, it is essential to reach out to your members of Congress to share the most updated state of play in your city, town or village. Providing the latest data on fiscal impacts, staffing and service changes, and overall community challenges will help your federal officeholders be better partners. Using a format like NLC's [economic conditions briefing](#) template will help you provide important data points in a concise and easy-to-grasp form for federal leaders. With this information, these important stakeholders can connect you with the appropriate federal agencies as needed, in addition to advocating for your city's interests in Washington, D.C.

The National League of Cities has called on the federal government to provide at least \$500 billion in direct, flexible funding to local governments over the next two years to assist in their response to COVID-19. Sign up to join the campaign [here](#).

LEARN MORE AND STAY ENGAGED.



Florida - Arizona - Anywhere

USA MOBILE DRUG TESTING OF PLANO

FREE COVID-19 TESTING @ CITY OF LAVON

9:00AM - 12:00PM

**Saturday, March 13 and
Tuesday, March 16**

- ✓ NO APPOINTMENT REQUIRED
- ✓ PAIN-FREE TESTS
- ✓ NEXT DAY RESULTS

STAY HEALTHY...



www.collincountycovidtests.com



CITY OF LAVON Agenda Brief

MEETING: March 16, 2021

ITEM: 8 – J

Item:

Discussion and action regarding board and commission appointments – Parks and Recreation Board.

Background:

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

The City Council's reassignment of Mr. Serpette to Seat 5 of the Parks and Recreation Board resulted in an opening on the Board.

Attachments: Spreadsheet – Boards & Commissions
Volunteer Application

City of Lavon Boards & Commissions

March 2021

Place	Elected / Appointed	Name	Term Expires	Appointment Notes
City Council Members				Elected
Mayor	6/19/2018	Vicki Sanson	11/2021	
Place One	6/19/2018	John Kell	11/2022	
Place Two	11/7/2017	Mike Cook	11/2021	
Place Three	11/21/2016	Kay Wright	11/2022	
Place Four	1/15/2019	Ted Dill	11/2021	
Place Five	11/21/2016	Mindi Serkland	11/2022	
Economic Development Corp Board of Dir - Type B				7 members; 4 CC/staff; county resident
Place 1, Chair	3/1/2009	Kay Wright	7/15/2022	
Place 2	7/17/2018	Manzelle Williams	7/15/2021	
Place 3	9/19/2017	Vicki Sanson	7/15/2022	
Place 4	7/16/2019	Rachel Dumas	7/15/2021	
Place 5	9/17/2019	Joe Serpette	7/15/2022	
Place 6	7/18/2017	John Kell	7/15/2021	
Place 7		vacant	7/15/2022	<i>formerly J. Garcia</i>
Planning & Zoning Commission				5 members, residency req
Seat 1	3/17/2020	Jenna Curley	6/1/2021	
Seat 2	7/19/2016	Deborah Nabors	6/1/2022	
Seat 3	9/6/2016	Cynthia Coker	6/1/2021	
Seat 4	7/16/2019	Michael Smith	6/1/2022	
Seat 5, Chair	8/16/2011	David Rosenquist	6/1/2021	
	ex officio	Vicki Sanson	6/1/2021	<i>Council Liaison</i>
Parks & Recreation Board				5 members; residency req
Seat 1	4/17/2012	Mike Gulino	1/1/2023	
Seat 2	1/16/2018	Kelly Turk	1/1/2022	
Seat 3	7/16/2019	Leon Marshall	1/1/2023	
Seat 4	3/17/2020	Jennifer White	1/1/2022	
Seat 5	2/2/2021	Joe Serpette	1/1/2023	
Alternate		vacant	1/1/2022	
IFC Building Board of Appeals				8 members
Seat 1		vacant	9/1/2022	
Seat 2	9/18/2018	Tom Paroski	9/1/2021	
Seat 3	9/18/2018	Jeff Donaldson	9/1/2022	
Seat 4	9/18/2018	Paul Slay	9/1/2021	
Seat 5		vacant	9/1/2022	
Seat 6	9/18/2018	Micki Hollien	9/1/2021	
Seat 7	9/18/2018	Richard Hollien	9/1/2022	
Seat 8, Chair	7/16/2019	Jason Browning	---	Fire Marshal - Ex Officio
LVFD Board of Directors				3 members
Seat 1	6/19/2018	Mindi Serkland	6/19/2022	
Seat 2	6/19/2018	Mike Jones	6/19/2021	
Seat 3	6/19/2018	Kelly Turk	6/19/2022	
Comprehensive Plan Advisory Committee				<i>meets ad hoc</i>

Volunteer/Board & Commission Application



Contact Information

Name Bradley Tiegs
 Street Address 803 Crockett Dr. Lavon TX 75166
 City ST ZIP Code Lavon, TX 75166
 Home Phone 214-460-8234
 Work Phone 214-460-8234
 E-Mail Address zombierealty@gmail.com

Occupational Information

Current Occupation Realtor & Nonprofit
 Company Name VBRG, LLC & The Unduanted warhorse Initiative
 Work Phone 214-460-8234
 Work Email Address zombierealty@gmail.com & warhorse.vets

Educational Information

High School/Ged Princeton Public WI
 Higher Education University of Wisconsin - Madison Master's in Science
 Organization or Group Memberships American Legion, DAV, Marine Corps League, and VFW.

Special Skills or Qualifications

Summarize special skills and qualifications you have acquired from employment, previous volunteer work, or through other activities, including hobbies or sports and community activities.

I have sat on both boards I am applying for in the past. Due to personal reason I resigned last spring. I have resolved those issues and once again think I could be an assets to the city.

I have skills in understanding city planning and numerous contacts in the field. I have successful wrote grants and would like to offer that skill to the city.

I strongly believe I AM QUALIFIED FOR THESE POSITIONS.

RECEIVED
SEP 03 2020
CITY OF LAVON

Please complete front and back of this form

Previous Volunteer Experience

Summarize your previous volunteer experience. Please include Boards or Commissions on which you previously served.

As stated I have been on both boards I am applying for and I am currently the President of a Board of Directors for a veteran nonprofit. I also sat on board and committees as a teacher.

Board Interest

Thank you for your interest in serving the City of Lavon. Please indicate below your area of interest and carefully consider your obligation before making a selection. If possible, attach a resume and/or other information to assist with the selection process. In addition to regular scheduled board meetings, members may be required to attend training, work sessions and joint meetings.

- Economic Development
- Planning & Zoning X
- Parks & Recreation X
- Any Sub Committee

Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal. Appointees and incumbents may be required to file a Statement of Economic Interest, as required by the City Council or the Mayor. The statement may require a declaration that you have no interest in conflict with the City of Lavon.

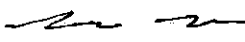
If selected as a board member, I understand that information on this application is subject to the Texas Public Information Act and may be disclosed to anyone requesting this information. I understand that the act does not allow a governmental body to choose whether to allow public access to the information in the custody of the body that relates to the home address, home phone number, or that reveals whether the board member has family members.

If selected as a board member of the City of Lavon I choose to _____allow _____not allow public access to my home address, home phone number or whether I have family members.

Name (printed)

Signature

Date

DocuSigned By: **Bradley Tiegs**

 Date: 9/3/2020
 E8A9A46131664B6...

Additional Information

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form and for your interest in volunteering with The City of Lavon.

Please return completed application to the City Secretary, City of Lavon, 120 School Road, Lavon, TX 75166. (All applications will be retained by the City of Lavon for a period of one year.)

Please complete front and back of this form



CITY OF LAVON Agenda Brief

MEETING: March 16, 2021

ITEM: 8 - K

Item:

Discussion and action regarding the provision of police service to the City of Nevada pursuant to an interlocal cooperation agreement.

Background:

In October 2017, the Cities of Lavon and Nevada entered an Interlocal Cooperation Agreement for Police Services, that was amended in 2018, 2019 and 2020. The agreement provides for the provision of police services by the City of Lavon to the City of Nevada. The agreement provides that the City of Nevada would submit to the City of Lavon an alternative payment calculation for the fiscal year (FY) 2021-2022 year.

In FY 2020-2021, the cities agreed that the City of Nevada would pay \$150,000.00 for police services. For FY 2021-2022, the City of Nevada has proposed to pay \$98,000.00 for a same or similar level of service.

Financial Consideration:

The Police Department is reviewing the costs to the City of Lavon for provision of services.

Attachments: Third Amendment to Agreement

**THIRD AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT FOR POLICE SERVICE BETWEEN
CITY OF LAVON AND CITY OF NEVADA**

This Third Amendment to the Interlocal Cooperation Agreement (this "Second Amendment") is made and entered into as of the 1st day of October, 2020 (the "Effective Date"), by and between the City of Lavon, Texas ("Lavon"), and the City of Nevada, Texas ("Nevada"), each a "Party" and collectively the "Parties", acting by and through their authorized officers.

RECITALS:

WHEREAS, Lavon and Nevada are Texas political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 79I, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Lavon and Nevada to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, the Parties entered into an Interlocal Agreement for the provision of police services in 2017 (the "Agreement"); and

WHEREAS, the Parties subsequently amended the Interlocal Agreement in 2018 and 2019 for the provision of police services (the First and Second Amendments); and

WHEREAS, the Parties desire to renew and update the terms of the Agreement, as amended, (the First and Second Amendments and Agreement are attached hereto as Exhibit A) as more particularly set forth below.

NOW THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.1 Recitals and Capitalized Terms. The foregoing Recitals are true and correct and are hereby incorporated into this Third Amendment for all purposes. All capitalized terms used but not specifically defined in this Third Amendment shall have the same meanings as in the Agreement and First and Second Amendments unless otherwise stated.

1.2 Amendments. 3.1 in Article III, Costs for Services, of the Agreement shall be amended as follows:

3.1 Nevada agrees to pay \$150,000.00 for the provision of Police Services performed by Lavon personnel as described herein.

The Agreement is further amended by adding Section 3.2 in Article III, Costs for Services, as follows, and renumber the remaining sections:

3.2 The Parties agree that by February 28, 2021, Nevada will offer an alternative payment calculation for the 2021-2022 fiscal year for Lavon's review. If the alternative payment calculation is not accepted by Lavon, Parties agree to enter into good faith negotiations thereafter. If the negotiations do not result in an agreement, then either party may advise the other of notice of termination of this Agreement. Notice should be given not later than April 5, 2021.

The payment calculation based on populations of the two cities in section 3.2 of the Second Amendment to this Agreement is repealed.

1.3 Miscellaneous.

1.3.1 Except as expressly set forth in this Third Amendment, the terms of the Agreement and First and Second Amendments remain unchanged and in full force and effect. In the event of any conflict between the meaning of any provision of this Third Amendment and any provision of the Agreement and First and Second Amendments, the provision(s) of this Third Amendment shall control.

1.3.2 In case any one or more of the provisions contained in this Third Amendment is for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provisions of this Second Amendment, and this Third Amendment will be construed as if the invalid, illegal, or unenforceable provisions had never been included in it.

1.3.3 This Third Amendment may be executed in counterparts and when so executed by the Parties, each such counterpart will be deemed an original and all of which together shall constitute one and the same document. Counterpart signatures that are transmitted electronically shall be deemed effective for all purposes.

1.3.4 By entering this Third Amendment, the City does not waive any remedies or governmental immunity it may have under the Agreement, or at law.

(signature pages to follow)

EXECUTED THIS 1 day of September, 2020.

City of Lavon, Texas



By: *Vicki Sanson*
Vicki Sanson, Mayor

Attest:

By: *Kim Dobbs*
Kim Dobbs, City Administrator

ATTACHMENTS TO AGREEMENT

are

AVAILABLE UPON REQUEST

CONTACT cityhall@cityoflavon.org



CITY OF LAVON Agenda Brief

MEETING: March 16, 2021

ITEM: 9

Item:

DEPARTMENT REPORTS

The City Council may receive and discuss the reports.

- A. Police Services – Reports for services, activity, and administration.
- B. Fire Services – LFD service and equipment report, and EMS Response report.
- C. Public Works Services – General utilities, public works, street maintenance report including projects, mowing and trash collection; and code enforcement report.
- D. Capital Improvements Plan Report
- E. Administration Services – Building Permits Report; CWD Recycling Report; Collin County Tax Collection Report; Sales Tax Report; Comprehensive Plan Update Report; TxDOT SH 205 Report; and administration and staff report.



LAVON POLICE

501B Lincoln Ave
P.O. Box 340
Lavon, Texas 75166
(972)-843-4219



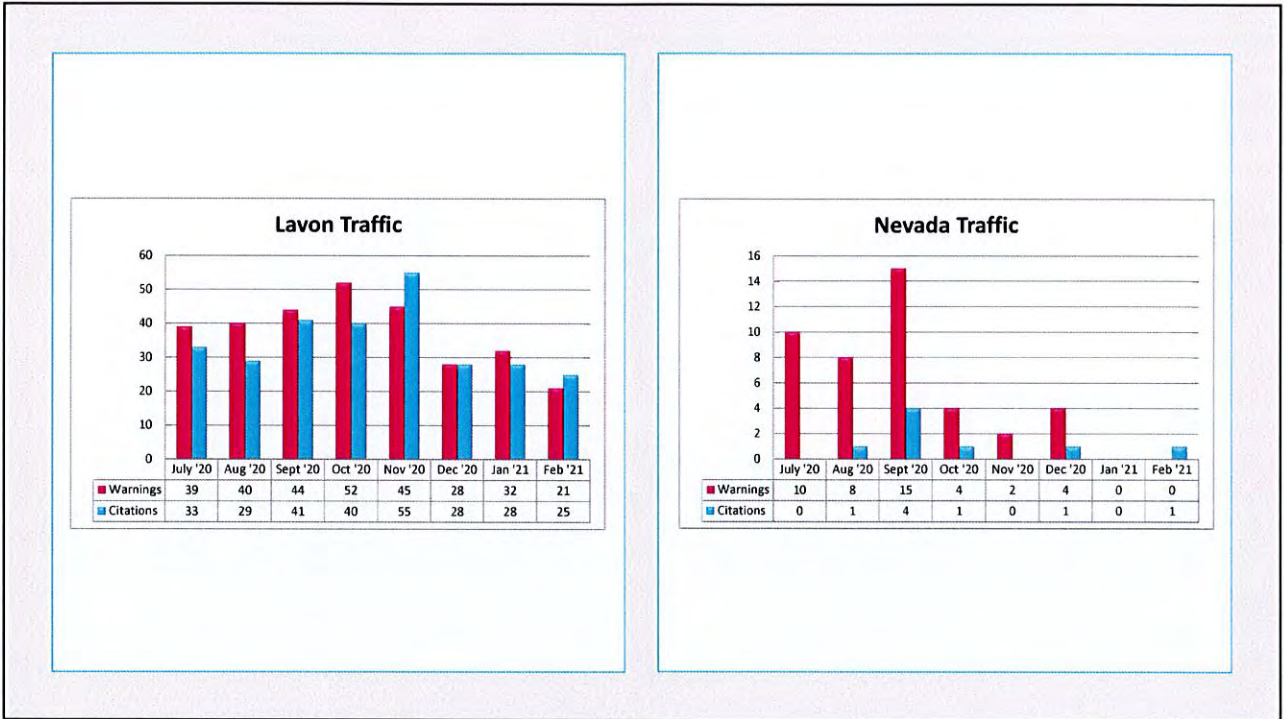
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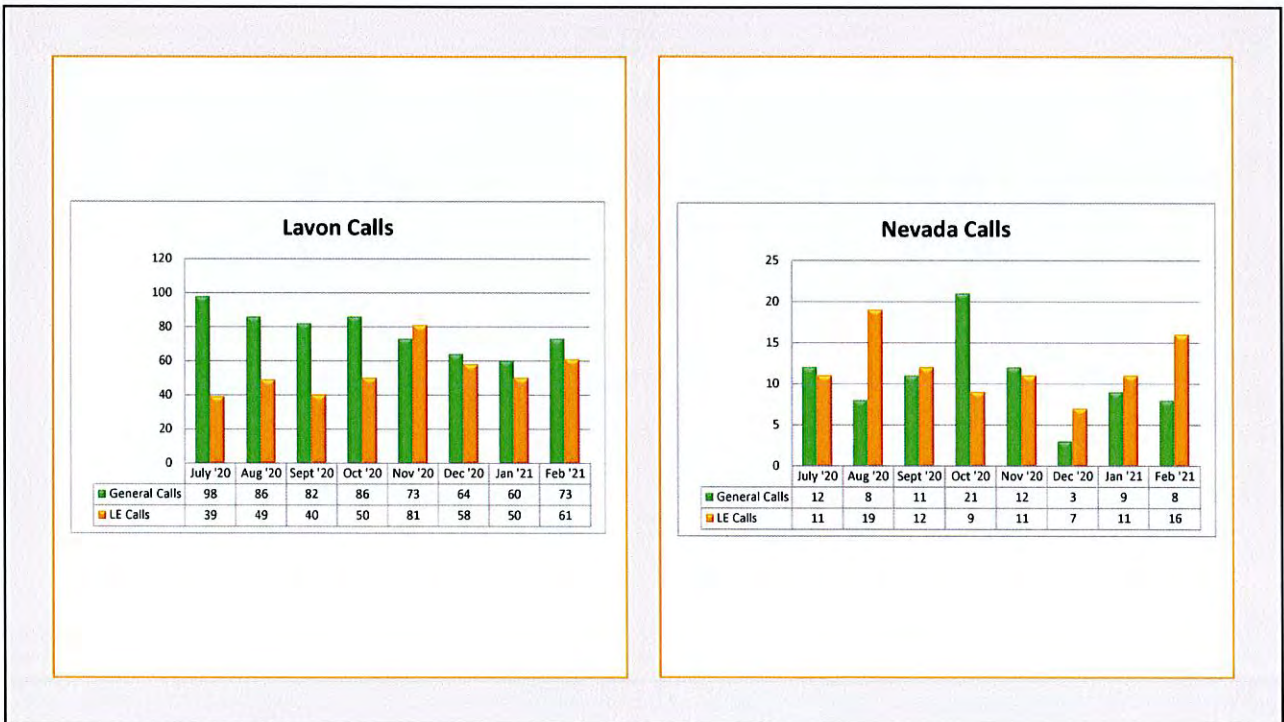
LAVON & NEVADA

February 2021
Activity Report

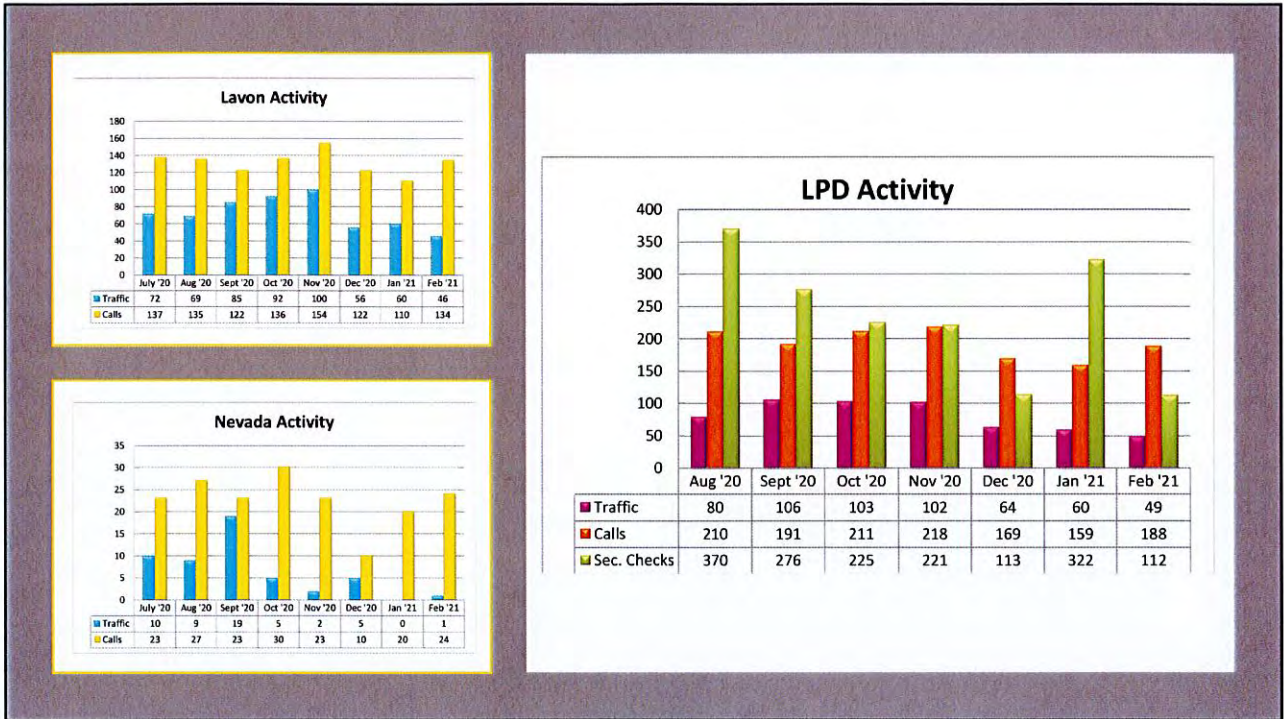
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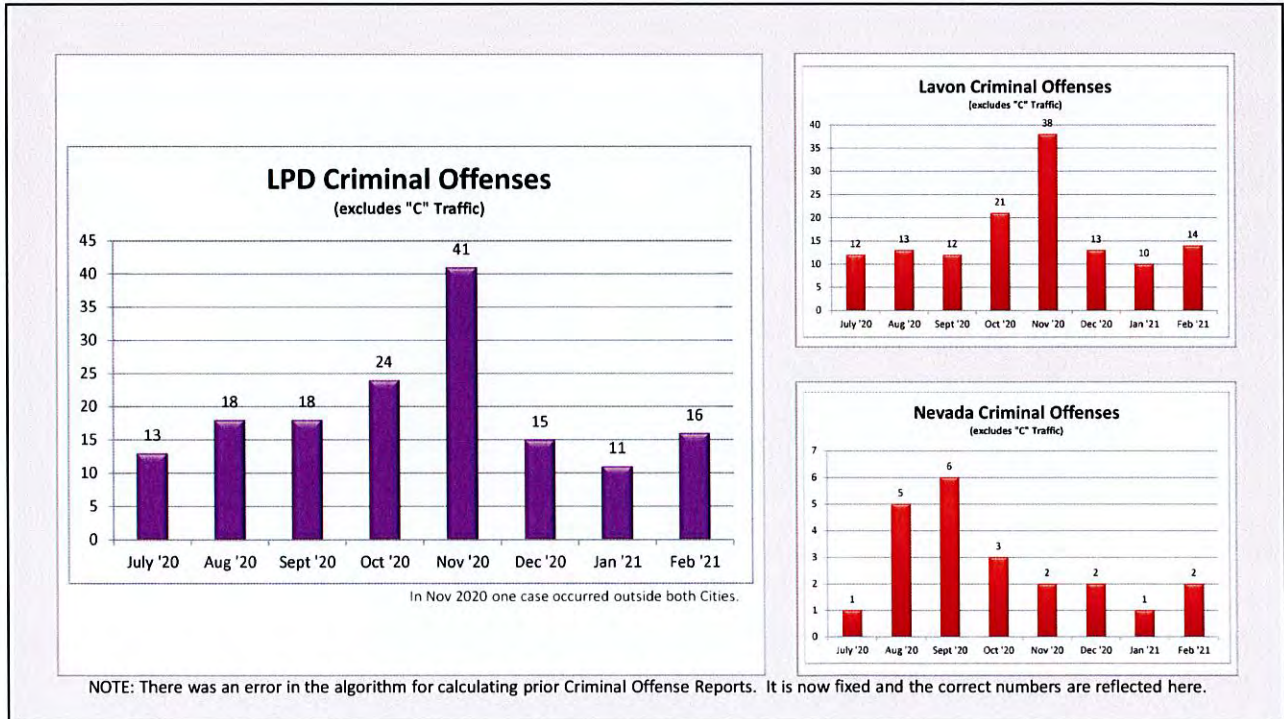
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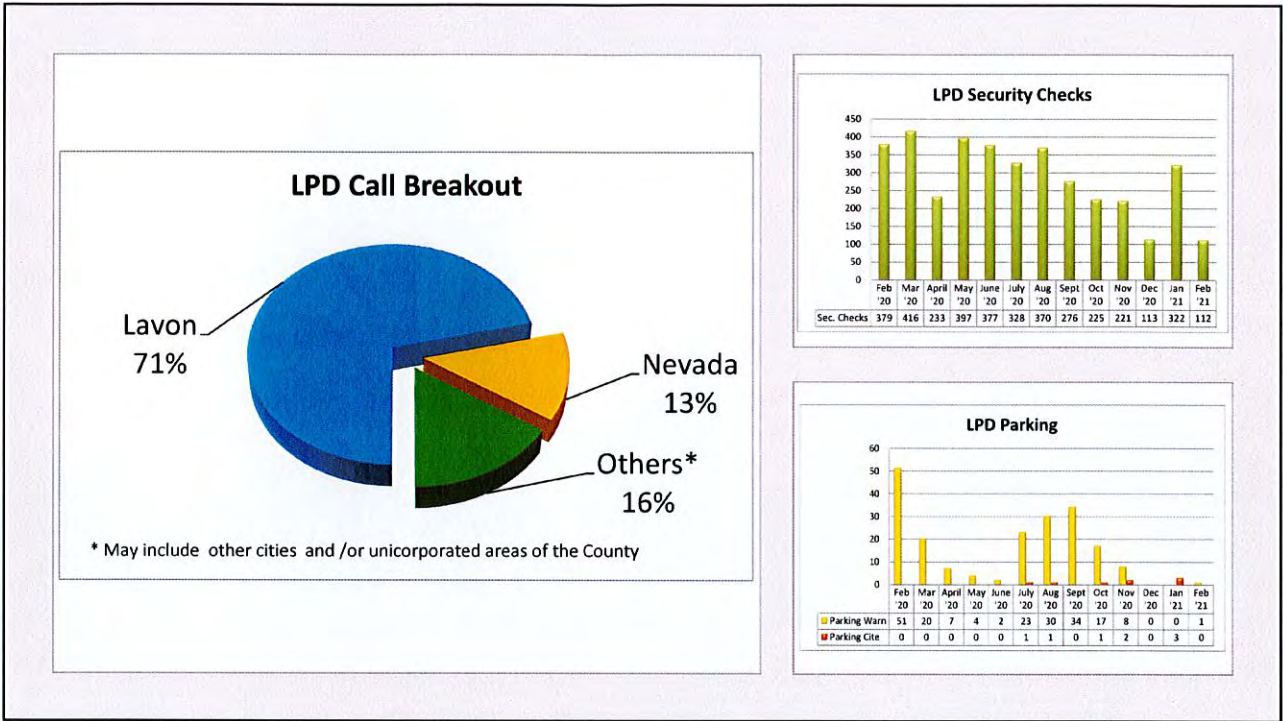
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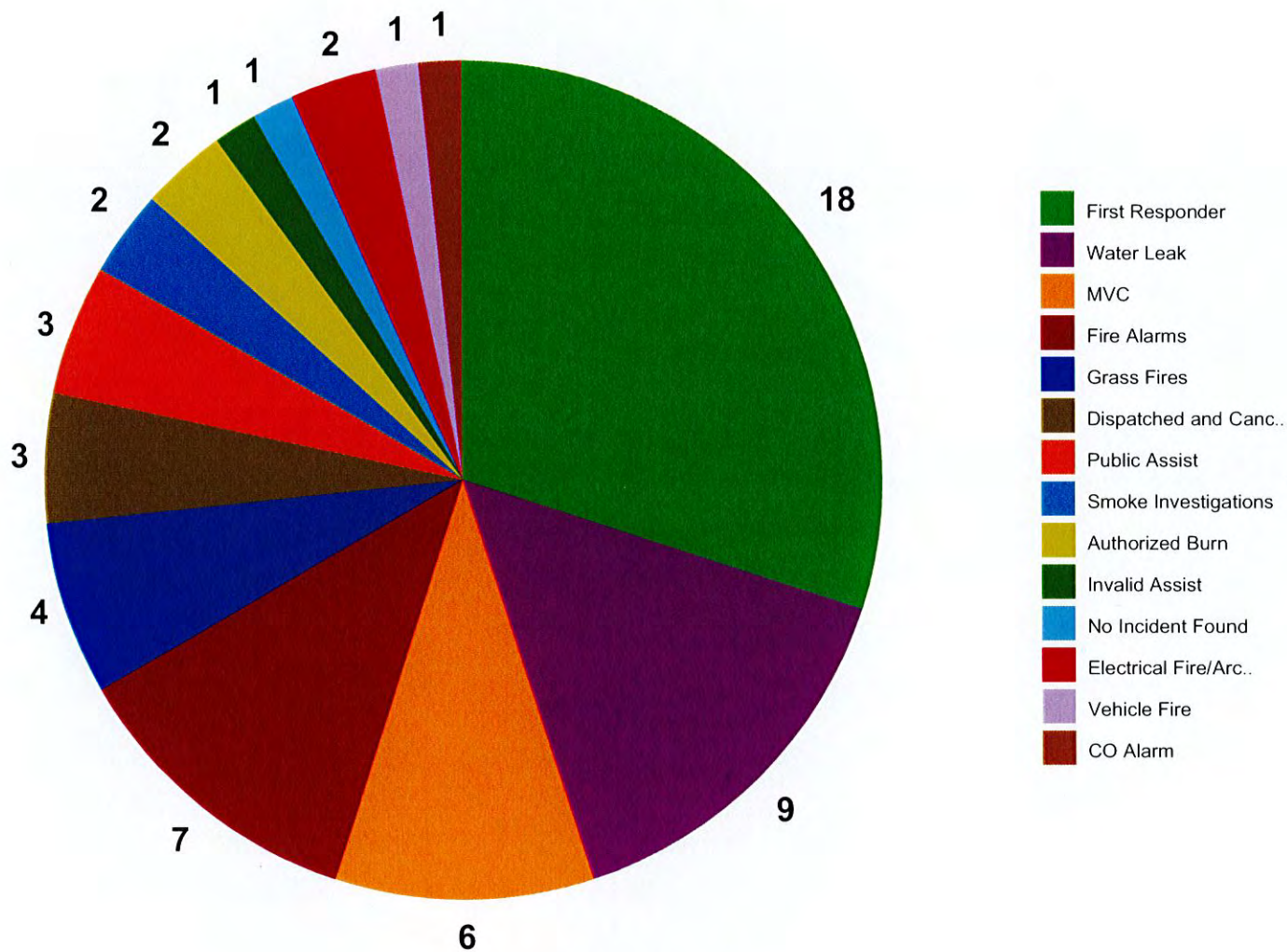
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6



February Calls 2021



60 Total Calls

Custom ▾ Oct 1, 2020 - Dec 31, 2020 ▾

09:59

MM:SS
Average Response Time

17%

OF RESPONSES
Response Time < 08:00

92

DAYS
In Selected Time Slice

30

UNIT RESPONSES
In selected Time Slice



Counts % Rows % Columns % All

	Oct '20	Nov '20	Dec '20	Jan '21	Feb '21	Mar '21	Apr '21	May '21	Jun '21	Jul '21	Aug '21	Sep '21	Oct '21	Total
00:00 - 04:59	1													1
05:00 - 07:59	1	1	2											4
08:00 - 08:59	2	3	1											6
09:00 - 09:59	3	1	1											5
10:00 - 11:59	3	2	3											8
12:00 - 14:59		4	1											5
15:00 - 16:59														
17:00 - 17:59			1											1
18:00 - 19:59														
20:00 - 29:59														
30:00 - 59:59														
Total	10	11	9											30
Exceptions														0



Custom ▾ Oct 1, 2020 - Dec 31, 2020 ▾

07:56

MM:SS
Average Response Time

59%

% of RESPONSES
Response Time < 08:00

92

DAYS
In Selected Time Slice

663

UNIT RESPONSES
In Selected Time Slice



Counts

% Rows

% Columns

% All

00:00 - 04:59 05:00 - 07:59 08:00 - 08:59 09:00 - 09:59 10:00 - 11:59 12:00 - 14:59 15:00 - 16:59 17:00 - 17:59 18:00 - 19:59 20:00 - 29:59 30:00 - 59:59 Total

Hour	00:00 - 04:59	05:00 - 07:59	08:00 - 08:59	09:00 - 09:59	10:00 - 11:59	12:00 - 14:59	15:00 - 16:59	17:00 - 17:59	18:00 - 19:59	20:00 - 29:59	30:00 - 59:59	Total
00:00	1	11	5	1	6							24
01:00	1	2		2	1	1						7
02:00	2	5	3	3		2	1					16
03:00		4	1			2						7
04:00		3			1	3						7
05:00	1	9	3	2	1				1			17
06:00	1	12	1	1	1	1				1		18
07:00	2	13	2		10	1						28
08:00	7	9	3	2	2	3						26
09:00	9	15	4	2	4	3	2					39
10:00	11	21	5	4	5	4				1		51
11:00	7	11	3	3	5	2	1					32
12:00	4	22	4	3	3				1			37
13:00	7	8	3	3	8	1			1			31
14:00	4	25	6	5	3	4				1		48
15:00	9	17	3	1	5	3		1		1		40
16:00	6	15	3	4	2	4	2					36

17:00	7	16	3	4	5	3		1		1	40
18:00	10	14	3	2	8	3					40
19:00	4	11	3	2	1	2				1	24
20:00	5	18	4	2	5	1	1			1	37
21:00	4	10	1	1	2	1	2			1	22
22:00	1	7	2	6	2	3	1				22
23:00	1	8		3	1		1				14
Total	104	286	65	56	81	47	11	2	3	8	663
Exceptions											0



**CITY OF LAVON
CAPITAL IMPROVEMENTS PLAN**

PROJECT STATUS

CIP-1

MAIN/GEREN/SH 78 IMPROVEMENTS

Project Scope: Close SH 78 access point, reconstruct Main/Geren intersection



PROJECT RANKING		
PRIORITIZATION FACTOR	WEIGHTED SCORE	RANKING
Life, Health & Safety	8.5	1
Strategic Plan Conformance	7.5	1
Legal Mandate	3.9	2
Available Funding	4.8	2
Operational Necessity	6	1
Timing/Location/Public Perception	5	1
TOTAL	35.7	1

STATUS: Discussions with TxDOT on available alternatives

ESTIMATED PROJECT COST: \$193,790

POSSIBLE FUNDING SOURCES: TxDOT, City Bond, EDC



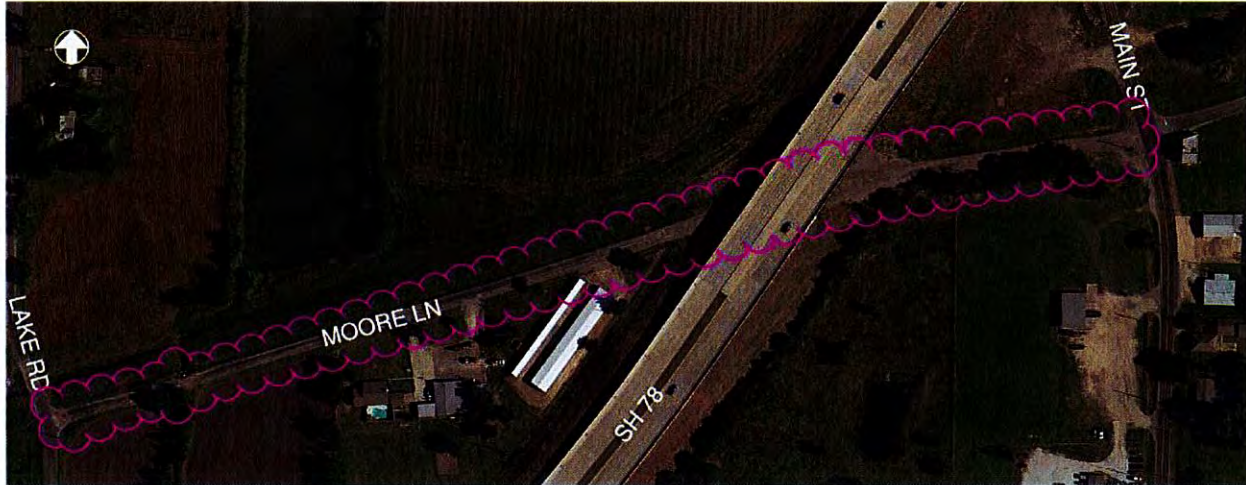
CITY OF LAVON
CAPITAL IMPROVEMENTS PLAN

PROJECT STATUS

CIP-2

MOORE LANE PAVING/DRAINAGE

Project Scope: Remove existing pavement and rework subgrade and install 6" concrete pavement (Alternate - Asphalt pavement) from Lake Rd. to Main St. Replace culvert at creek crossing with new culvert and headwalls.



PROJECT RANKING		
PRIORITIZATION FACTOR	WEIGHTED SCORE	RANKING
Life, Health & Safety	8.5	1
Strategic Plan Conformance	7.5	1
Legal Mandate	3.9	2
Available Funding	2.4	4
Operational Necessity	6	1
Timing/Location/Public Perception	5	1
TOTAL	33.3	2

STATUS: COMPLETED

CONSTRUCTION BID COST: \$403,486.00

FUNDING SOURCE: City Bond



CITY OF LAVON
CAPITAL IMPROVEMENTS PLAN

PROJECT STATUS

CIP-3

NORTH GEREN/WINDMILL DRAINAGE

Project Scope: Improve drainage at Geren/Windmill by modifying existing drainage at Main/Geren, and rework Geren ditch to facilitate drainage from Windmill.



PROJECT RANKING		
PRIORITIZATION FACTOR	WEIGHTED SCORE	RANKING
Life, Health & Safety	8.5	1
Strategic Plan Conformance	6	2
Legal Mandate	3.9	2
Available Funding	3.6	3
Operational Necessity	4.8	2
Timing/Location/Public Perception	5	1
TOTAL	31.8	3

STATUS: Design Task Order 3/16/21

Scope change to include Geren Road south the Windmill/CR 484

ESTIMATED PROJECT COST: \$453,200

POSSIBLE FUNDING SOURCES: Street Maintenance, City Bond



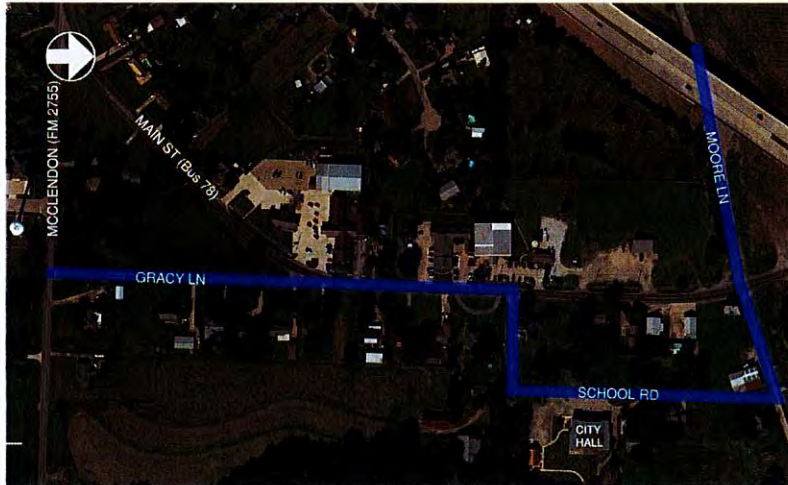
**CITY OF LAVON
CAPITAL IMPROVEMENTS PLAN**

PROJECT STATUS

CIP-4

CITY HALL FIRE PROTECTION (WATER LINE)

Project Scope: Install new 8” waterline for fire protection of City Hall. Connect to new BCSUD 12” waterline at Moore/SH 78 and existing 8” waterline near Gracy/McClendon (FM 2755).



PROJECT RANKING		
PRIORITIZATION FACTOR	WEIGHTED SCORE	RANKING
Life, Health & Safety	6.8	2
Strategic Plan Conformance	6	2
Legal Mandate	5.2	1
Available Funding	1.2	5
Operational Necessity	6	1
Timing/Location/Public Perception	4	2
TOTAL	29.2	4

STATUS: Scheduled for 2022/2023

ESTIMATED PROJECT COST: \$254,100

POSSIBLE FUNDING SOURCES: City Bond



**CITY OF LAVON
CAPITAL IMPROVEMENTS PLAN**

PROJECT STATUS

CIP-5

MCCLENDON RD (FM 2755)/BEAR CREEK BRIDGE

Project Scope: Construct new TxDOT bridge over Bear Creek on McClendon Rd (FM 2755).



PROJECT RANKING		
PRIORITIZATION FACTOR	WEIGHTED SCORE	RANKING
Life, Health & Safety	8.5	1
Strategic Plan Conformance	4.5	3
Legal Mandate	2.6	3
Available Funding	3.6	3
Operational Necessity	4.8	2
Timing/Location/Public Perception	5	1
TOTAL	29.0	5

STATUS: Planning Scheduled for 2021/2022

Design & Construction Scheduled for 2023/2024

ESTIMATED PROJECT COST: \$1,360,870

POSSIBLE FUNDING SOURCES: TxDOT, Collin County, FEMA, City Bond, TWDB



**CITY OF LAVON
CAPITAL IMPROVEMENTS PLAN**

PROJECT STATUS

CIP-6

CR 484/BEAR CREEK BRIDGE

Project Scope: Construct new TxDOT bridge over Bear Creek on CR 484.



PROJECT RANKING		
PRIORITIZATION FACTOR	WEIGHTED SCORE	RANKING
Life, Health & Safety	8.5	1
Strategic Plan Conformance	6	3
Legal Mandate	2.6	3
Available Funding	1.2	5
Operational Necessity	6	1
Timing/Location/Public Perception	4	2
TOTAL	28.3	6

STATUS: Planning April 2021

Design & Construction Scheduled for 2022/2023

ESTIMATED PROJECT COST: \$1,360,870

POSSIBLE FUNDING SOURCES: TxDOT, Collin County, FEMA, City Bond, TWDB



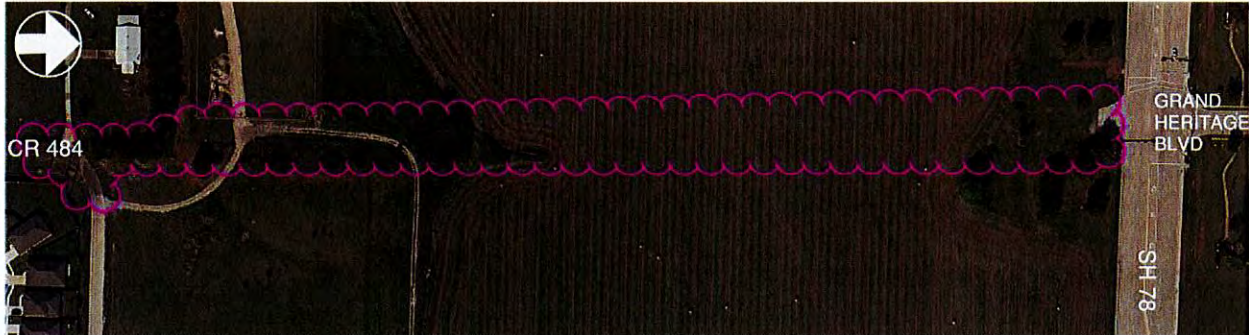
CITY OF LAVON
CAPITAL IMPROVEMENTS PLAN

PROJECT STATUS

CIP-7

CR 484 PAVING EXTENSION TO GRAND HERITAGE SIGNAL

Project Scope: Extend CR 484 north to connect to Grand Heritage Blvd. 6" concrete pavement with curb & gutter and storm sewer



PROJECT RANKING		
PRIORITIZATION FACTOR	WEIGHTED SCORE	RANKING
Life, Health & Safety	8.5	1
Strategic Plan Conformance	6	2
Legal Mandate	2.6	3
Available Funding	1.2	5
Operational Necessity	4.8	2
Timing/Location/Public Perception	5	1
TOTAL	28.1	7

STATUS: Scheduled for 2022/2023

ESTIMATED PROJECT COST: \$1,716,770

POSSIBLE FUNDING SOURCES: City Bond, Developer, EDC



CITY OF LAVON
CAPITAL IMPROVEMENTS PLAN

PROJECT STATUS

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

STATUS: COMPLETED

CONSTRUCTION BID COST: \$ 81,228

FUNDING SOURCE: Street Maintenance, City Bond



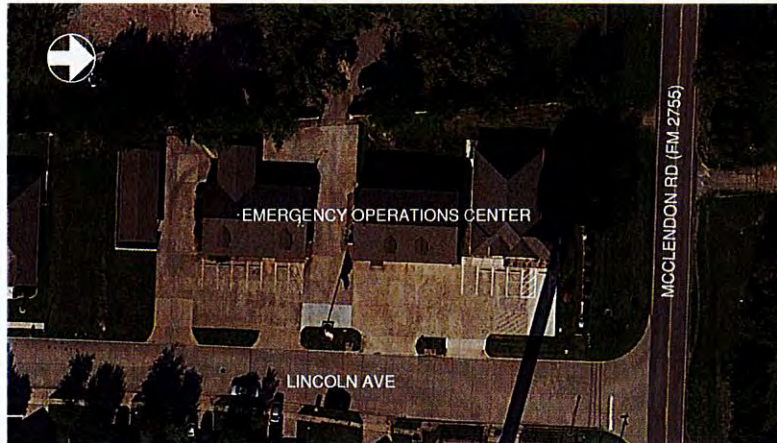
**CITY OF LAVON
CAPITAL IMPROVEMENTS PLAN**

PROJECT STATUS

CIP-9

FD /PD FACILITY EXPANSION

Project Scope: Improvements to the existing PD/FD buildings. This could include additional parking, office/storage space expansion, equipment storage, and other improvements.



PROJECT RANKING		
PRIORITIZATION FACTOR	WEIGHTED SCORE	RANKING
Life, Health & Safety	8.5	1
Strategic Plan Conformance	6	2
Legal Mandate	1.3	4
Available Funding	2.4	4
Operational Necessity	6	1
Timing/Location/Public Perception	3	3
TOTAL	27.2	9

STATUS: Planning phase Spring, 2020

Design Phase scheduled for 2021/2022 and 2022/2023

Construction Phase schedule for 2022/2023 and 2023/2024

ESTIMATED PROJECT COST: \$ 917,400

POSSIBLE FUNDING SOURCE: City Bond



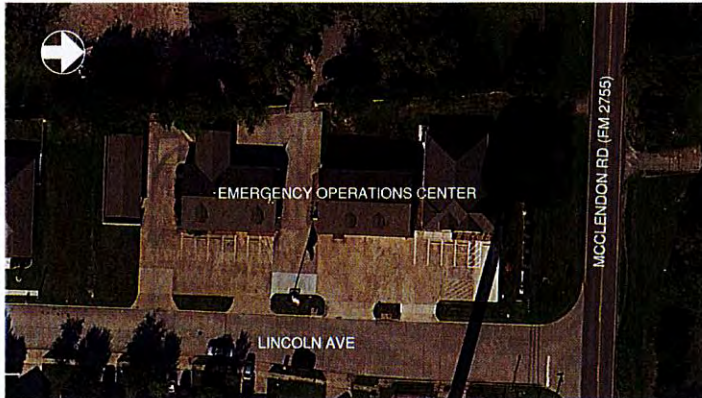
CITY OF LAVON CAPITAL IMPROVEMENTS PLAN

PROJECT STATUS

CIP-10

MUNICIPAL SYSTEM FIBER UPGRADE

Project Scope: Improve reliability and security of internet connection and WiFi capabilities for City Hall, Emergency Operations and other City Services.



PROJECT RANKING		
PRIORITIZATION FACTOR	WEIGHTED SCORE	RANKING
Life, Health & Safety	8.5	1
Strategic Plan Conformance	3	4
Legal Mandate	3.9	2
Available Funding	3.6	3
Operational Necessity	4.8	2
Timing/Location/Public Perception	3	3
TOTAL	26.8	10

STATUS: Discussing options with IT and vendors

ESTIMATED PROJECT COST: \$ 57,500

POSSIBLE FUNDING SOURCE: City Bond



CITY OF LAVON CAPITAL IMPROVEMENTS PLAN

PROJECT STATUS

CIP-11

CR 484 PAVING

Project Scope: Remove existing pavement and rework subgrade and install 6" concrete pavement from Crestridge Meadows north.



PROJECT RANKING		
PRIORITIZATION FACTOR	WEIGHTED SCORE	RANKING
Life, Health & Safety	6.8	2
Strategic Plan Conformance	6	2
Legal Mandate	3.9	2
Available Funding	1.2	5
Operational Necessity	4.8	2
Timing/Location/Public Perception	4	2
TOTAL	26.7	11

STATUS: Design Scheduled for 2021/2022

Construction scheduled for 2022/2023

ESTIMATED PROJECT COST: \$ 876,600

POSSIBLE FUNDING SOURCE: City Bond, Collin County, Developer



CITY OF LAVON
CAPITAL IMPROVEMENTS PLAN

PROJECT STATUS

CIP-12

CITY HALL PAVING

Project Scope: Replace existing City Hall parking with new 6" concrete pavement.



PROJECT RANKING		
PRIORITIZATION FACTOR	WEIGHTED SCORE	RANKING
Life, Health & Safety	3.4	4
Strategic Plan Conformance	6	2
Legal Mandate	3.9	2
Available Funding	2.4	4
Operational Necessity	4.8	2
Timing/Location/Public Perception	5	1
TOTAL	25.5	12

STATUS: 75% Complete

CONSTRUCTION BID COST: \$ 308,478

POSSIBLE FUNDING SOURCE: City Bond



CITY OF LAVON
CAPITAL IMPROVEMENTS PLAN

PROJECT STATUS

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

STATUS: COMPLETED

CONSTRUCTION BID COST: \$ 42,788

FUNDING SOURCE: Street Maintenance, City Bond



CITY OF LAVON
CAPITAL IMPROVEMENTS PLAN

PROJECT STATUS

CIP-14

PF/PD COMPLEX

Project Scope: Construction of a new emergency services center, housing both police department and fire department. Consideration of FD secondary location(s).



PROJECT RANKING		
PRIORITIZATION FACTOR	WEIGHTED SCORE	RANKING
Life, Health & Safety	8.5	1
Strategic Plan Conformance	6	2
Legal Mandate	1.3	4
Available Funding	1.2	5
Operational Necessity	3.6	3
Timing/Location/Public Perception	1	5
TOTAL	21.6	14

STATUS: Scheduled for 2024/2025

ESTIMATED PROJECT COST: \$ 5,750.000

POSSIBLE FUNDING SOURCE: City Bond, Developer



CITY OF LAVON CAPITAL IMPROVEMENTS PLAN

PROJECT STATUS

CIP-15

CITYWIDE PARK & TRAIL IMPROVEMENTS

Project Scope: Extension/connection of Developer constructed trails for a contiguous trail system and construction of public parks. Includes planning & design services.



PROJECT RANKING		
PRIORITIZATION FACTOR	WEIGHTED SCORE	RANKING
Life, Health & Safety	3.4	4
Strategic Plan Conformance	7.5	1
Legal Mandate	1.3	4
Available Funding	1.2	5
Operational Necessity	2.4	4
Timing/Location/Public Perception	4	2
TOTAL	19.8	15

STATUS: Planning part of City Master Plan update

Scheduled to have improvements every year based upon Master Plan

ESTIMATED PROJECT COST: \$ 575,000

POSSIBLE FUNDING SOURCE: City Bond, Developer, TPWD, TxDOT



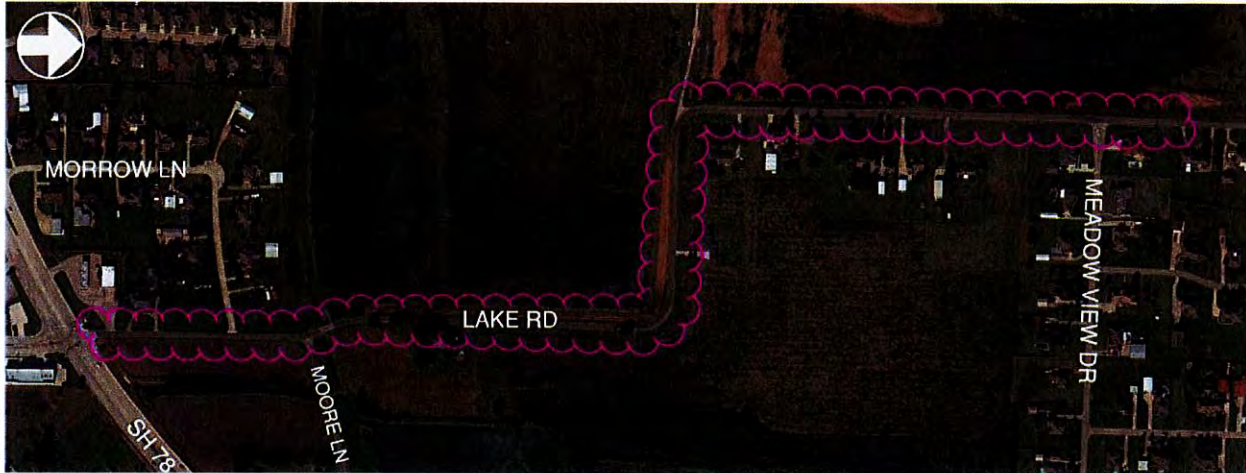
CITY OF LAVON
CAPITAL IMPROVEMENTS PLAN

PROJECT STATUS

CIP-16

LAKE ROAD PAVING

Project Scope: Remove existing pavement and rework subgrade and install 6" concrete pavement from SH 78 southern intersection to north of Meadow View Dr (City Limits)



PROJECT RANKING		
PRIORITIZATION FACTOR	WEIGHTED SCORE	RANKING
Life, Health & Safety	3.4	4
Strategic Plan Conformance	6	2
Legal Mandate	1.3	4
Available Funding	1.2	5
Operational Necessity	3.6	3
Timing/Location/Public Perception	4	2
TOTAL	19.5	16

STATUS: Preliminary Engineering completed

Construction scheduled for 2021/2022

ESTIMATED PROJECT COST: \$ 1,315,600

POSSIBLE FUNDING SOURCE: City Bond, Developer



CITY OF LAVON
CAPITAL IMPROVEMENTS PLAN

PROJECT STATUS

CIP-17

SH 78 STREET LIGHTING

Project Scope: Install street lights and landscaping along SH 78 median.



PROJECT RANKING		
PRIORITIZATION FACTOR	WEIGHTED SCORE	RANKING
Life, Health & Safety	5.1	3
Strategic Plan Conformance	3	4
Legal Mandate	1.3	4
Available Funding	1.2	5
Operational Necessity	3.6	3
Timing/Location/Public Perception	3	3
TOTAL	17.2	17

STATUS: Planning scheduled for 2021/2022
Design and construction to be phased

ESTIMATED PROJECT COST: \$ 991,200

POSSIBLE FUNDING SOURCE: TxDOT, City Bond



**CITY OF LAVON
CAPITAL IMPROVEMENTS PLAN**

PROJECT STATUS

CIP-18

REES SPORTS COMPLEX

Project Scope: Construct game fields and amenities at Rees Park



PROJECT RANKING		
PRIORITIZATION FACTOR	WEIGHTED SCORE	RANKING
Life, Health & Safety	1.7	5
Strategic Plan Conformance	6	1
Legal Mandate	1.3	4
Available Funding	1.2	5
Operational Necessity	2.4	4
Timing/Location/Public Perception	3	3
TOTAL	15.6	18

STATUS: Planning scheduled for 2021/2022

Design scheduled for 2022/2023

Construction scheduled for 2023/2024

ESTIMATED PROJECT COST: \$ 4,694, 900

POSSIBLE FUNDING SOURCE: City Bond, Developer, TPWD



CITY OF LAVON
CAPITAL IMPROVEMENTS PLAN

PROJECT STATUS

CIP-19

FIRE ENGINE

Project Scope: Purchase of new fire engine (Quint).



PROJECT RANKING		
PRIORITIZATION FACTOR	WEIGHTED SCORE	RANKING
Life, Health & Safety	3.4	4
Strategic Plan Conformance	4.5	2
Legal Mandate	1.3	4
Available Funding	1.2	5
Operational Necessity	3.6	3
Timing/Location/Public Perception	2	4
TOTAL	13.6	19

STATUS: Scheduled for 2022/2023 – **Possible acceleration of purchase**

ESTIMATED PROJECT COST: \$ 1,100,000

POSSIBLE FUNDING SOURCE: City Bond, Grant, Developer



CITY OF LAVON
CAPITAL IMPROVEMENTS PLAN

PROJECT STATUS

CIP-20

CITY PURCHASE PROPERTY ACROSS STREET FOR
ADDITIONAL PARKING

Project Scope: Purchase of property to increase parking area for use during large public events at City Hall



PROJECT RANKING		
PRIORITIZATION FACTOR	WEIGHTED SCORE	RANKING
Life, Health & Safety	1.7	5
Strategic Plan Conformance	3	4
Legal Mandate	1.3	4
Available Funding	1.2	5
Operational Necessity	3.6	3
Timing/Location/Public Perception	2	4
TOTAL	12.8	20

STATUS: Scheduled for 2023/2024

ESTIMATED PROJECT COST: \$ 40,500

POSSIBLE FUNDING SOURCE: City Bond



CITY OF LAVON
CAPITAL IMPROVEMENTS PLAN

PROJECT STATUS

CIP-21

BEAR CREEK WWTP EXPANSION, PHASE 4

Project Scope: Construct the next expansion of the Bear Creek WWTP from 0.50 MGD (current Ph 3 construction) to 0.75 MGD (future Ph 4 construction). Includes Master Planning.



PROJECT RANKING		
PRIORITIZATION FACTOR	WEIGHTED SCORE	RANKING
Life, Health & Safety	1.7	5
Strategic Plan Conformance	4.5	3
Legal Mandate	1.3	4
Available Funding	1.2	5
Operational Necessity	1.2	5
Timing/Location/Public Perception	1	5
TOTAL	10.9	21

STATUS: Planning scheduled for 2021/2022

Design scheduled for 2022/2023

Construction scheduled for 2023/2024

ESTIMATED PROJECT COST: \$ 3,188,000

POSSIBLE FUNDING SOURCE: City Bond, Developer, TWDB

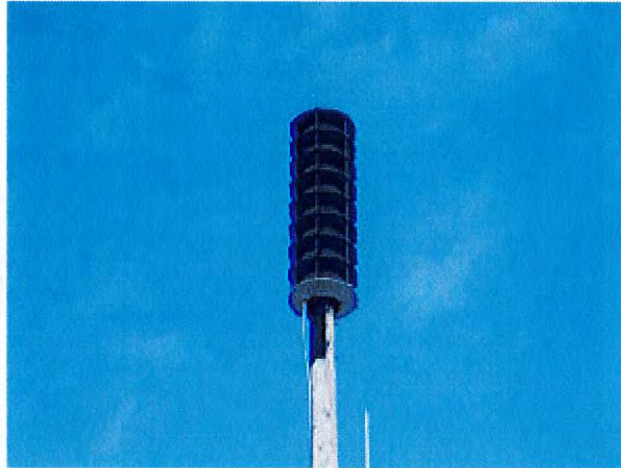


PROJECT STATUS

CIP-22

CITY OUTDOOR WARING SIREN IMPROVEMENTS

Project Scope: Update system and install two (2) new outdoor sirens.



This project has not been ranked.

STATUS: First Phase completed; Second Phase in progress

PROJECT COST: \$ 44,250

FUNDING SOURCE: City Bond

**CITY OF LAVON
BUILDING PERMITS
CALENDAR YEAR 2020-2021**

PERMITS	February - 21	Calendar Year 2021	February - 20	Calendar Year 2020	Permit Valuations	Permit Valuations
	NUMBER	NUMBER	NUMBER	NUMBER	Permit Fee's	Permit Fee's
COMMERCIAL	2	5	4	4	\$525.00	\$450.00
SINGLE FAMILY	34	58	15	16	\$172,930.11	\$51,735.92
POOLS	0	0	0	0	\$0.00	\$0.00
OTHERS	55	134	20	26	\$17,656.57	\$3,585.20
TOTAL	91	197	39	46	\$191,111.68	\$55,771.12



Community Waste Disposal Monthly Report to the City of Lavon

Nicole Roemer *Municipal Coordinator*





Municipal Recycling Program



Single Stream Recycling

Participation in the Residential Curbside Recycling Program continues to demonstrate that residents of the City of Lavon are dedicated to the preservation of the Texas environment for future generations.

The chart below details the statistics of the CWD Residential Curbside Recycling Program.

	Feb-2021	Jan-2021	Dec-2020	Nov-2020	Oct-2020	Sep-2020	Aug-2020	Jul-2020	Jun-2020	May-2020	Apr-2020	Mar-2020
Homes	1,521	1,510	1,510	1,510	1,475	1,458	1,458	1,457	1,457	1,447	1,449	1,447
Resi Rcy Tonnage	24.40	22.07	36.07	20.17	14.92	32.15	24.46	27.62	27.22	20.61	27.64	25.07
Pounds / Home / Month	32.08	29.23	47.77	26.72	20.23	44.10	33.55	37.91	37.36	28.49	38.15	34.65



Municipal Service Inquiries



Residential Solid Waste Services

The Solid Waste Industry has a standard service inquiry ratio of 1.0 inquiries per 1,000 service opportunities.

	Feb-2021	Jan-2021	Dec-2020	Nov-2020	Oct-2020	Sep-2020	Aug-2020	Jul-2020	Jun-2020	May-2020	Apr-2020	Mar-2020
Service Opportunities	13,171	13,076	13,076	13,076	12,773	12,626	12,626	12,617	12,617	12,531	12,548	12,531
Service Inquiries	3	3	4	2	2	4	1	5	3	5	3	0
Per 1,000 Service Opps	0.23	0.23	0.31	0.15	0.16	0.32	0.08	0.40	0.24	0.40	0.24	0.00



Customer Service Inquiries - Detail



Good Service is Good Business

CWD's Customer Service Community is available to provide solutions via phone or online. Our efficient team is here to support the City of Lavon and we continually strive for top-notch performance to ensure residents receive the most value out of their waste and recycling services.

City Account Grievances for the Period of 02/01/2021 - 02/28/2021

Date	Account	Address	Service Type	Service Code
02/04/2021	105627-104	528 MUSTANG CT	RESI-TRASH	SERVICE RCYCART
02/10/2021	105627-260	819 CORN SILK DR	RESI-TRASH	SERVICE TRASH CART
02/10/2021	105627-249	683 BONHAM	RESI-TRASH	SERVICE TRASH CART
				Total RESI-TRASH: 3
				Total Inquiries: 3



Community Waste Disposal.com
Since 1984



Community Waste Disposal Monthly Report to the City of Lavon

Nicole Roemer *Municipal Coordinator*





Municipal Recycling Program



Single Stream Recycling

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The chart below details the statistics of the CWD Residential Curbside Recycling Program.

	Jan-2021	Dec-2020	Nov-2020	Oct-2020	Sep-2020	Aug-2020	Jul-2020	Jun-2020	May-2020	Apr-2020	Mar-2020	Feb-2020
Homes	1,510	1,510	1,510	1,475	1,458	1,458	1,457	1,457	1,447	1,449	1,447	1,454
Resi Recy Tonnage	26.42	46.52	20.17	14.92	32.15	24.46	27.62	27.22	20.61	27.64	25.07	23.83
Pounds / Home / Month	34.99	61.62	26.72	20.23	44.10	33.55	37.91	37.36	28.49	38.15	34.65	32.78



Community Waste Disposal.com
Since 1983

Municipal Service Inquiries



Residential Solid Waste Services

The Solid Waste Industry has a standard service inquiry ratio of 1.0 inquiries per 1,000 service opportunities.

	Jan-2021	Dec-2020	Nov-2020	Oct-2020	Sep-2020	Aug-2020	Jul-2020	Jun-2020	May-2020	Apr-2020	Mar-2020	Feb-2020
Service Opportunities	13,076	13,076	13,076	12,773	12,626	12,626	12,617	12,617	12,531	12,548	12,531	12,591
Service Inquiries	3	4	2	2	4	1	5	3	5	3	0	4
Per 1,000 Service Opps	0.23	0.31	0.15	0.16	0.32	0.08	0.40	0.24	0.40	0.24	0.00	0.32



Community Waste Disposal Corp
1966-1992

Customer Service Inquiries - Detail



Good Service is Good Business

CWD's Customer Service Community is available to provide solutions via phone or online. Our efficient team is here to support the City of Lavon and we continually strive for top-notch performance to ensure residents receive the most value out of their waste and recycling services.

City Account Grievances for the Period of 01/01/2021 - 01/31/2021

Date	Account	Address	Service Type	Service Code
01-25-2021	105627-339	337 WINDMILL DR	RESI-BULK	RESI R L BULK
				Total RESI-BULK: 1
01-07-2021	105627-060	232 SAN JACINTO	RESI-RECYCLE	SERVICE RCYCART
				Total RESI-RECYCLE: 1
01-13-2021	105627-138	1492 LAKE RD	RESI-YARD	NOTE
				Total RESI-YARD: 1
				Total Inquiries: 3

**Kenneth L. Maun
Tax Assessor Collector
Collin County
2300 Bloomdale Rd
P.O. Box 8046
McKinney, Texas 75070
972- 547-5020
Metro 424-1460 Ext.5020
Fax 972-547-5040**

February 10, 2021

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

Dear Mayor Sanson,

**Enclosed is the Monthly Collection Report for:
The City of Lavon tax collections for the month were:**

**January 2021
187,397.35**

Sincerely,



**Kenneth L. Maun
Tax Assessor Collector**

Attachment

cc: Kim Dobbs, City Administrator/City Secretary

KM:jd

Kenneth L Maun
 Tax Assessor/Collector
 Collin County
 P O Box 8046
 McKinney Tx 75070

Monthly Collection Status Report
 January 2021

City of Lavon #18

	Collections Month of January	Cumulative Total 10/1/20 thru 1/31/21	% of Collections
Current Tax Year Collections			
Base M&O	111,741.45	1,029,027.84	91.79%
Base I&S	75,655.90	696,717.22	
Late Rendition Penalty	0.00	31.91	
P&I M&O	0.00	0.00	
P&I I&S	0.00	0.00	
P&I I&S Bond			
Attorney Fee	0.00	0.00	
Other	0.00	0.00	
Subtotal	187,397.35	1,725,776.77	91.79%
Delinquent TaxYears Collections			
Base M&O	0.00	(445.72)	
Base I&S	0.00	(330.22)	
Late Rendition Penalty	0.00	0.00	
P&I M&O	0.00	86.00	
P&I I&S	0.00	68.95	
P&I I&S Bond			
Attorney Fee	0.00	117.96	
Other	0.00	0.00	
Subtotal	0.00	(503.03)	-0.03%
Combined Current & Delinquent:			
Base M&O	111,741.45	1,028,581.92	
Base I&S	75,655.90	696,387.00	
Late Rendition Penalty	0.00	31.91	
P&I M&O	0.00	86.00	
P&I I&S	0.00	68.95	
P&I I&S Bond			
Attorney Fee	0.00	117.96	
Other	0.00	0.00	
Total Collections	187,397.35	1,725,273.74	91.77%
Original 2020 Tax Levy		<u>1,880,093.82</u>	100.00%

Kenneth L Maun
 Tax Assessor/Collector
 Collin County
 P O Box 8046
 McKinney Tx 75070

Cumulative Comparative Collection Status Report
 January 2021

City of Lavon #18

Current Tax Year Collections	Collections thru		Collections thru	
	January 2021	% Collections	January 2020	% Collections
Base M&O	1,725,744.86	91.79%	1,694,880.62	95.42%
Late Renditon Penalty	31.91		166.76	
P&I M&O	0.00		0.00	
Attorney Fee	0.00		0.00	
Other	0.00		0.00	
Subtotal	<u>1,725,776.77</u>	91.79%	<u>1,695,047.38</u>	95.43%
Delinquent Tax Years Collections				
Base M&O	(775.94)		2,632.70	
Late Renditon Penalty	0.00		0.00	
P&I M&O	154.95		722.21	
Attorney Fee	117.96		247.25	
Other Fees	0.00		0.00	
Subtotal	<u>(503.03)</u>	-0.03%	<u>3,602.16</u>	0.20%
Combined Current & Delinquent:				
Base M&O	1,724,968.92		1,697,513.32	
P&I M&O	154.95		722.21	
Late Rendition Penalty	31.91		166.76	
Attorney Fee	117.96		247.25	
Other	0.00		0.00	
Total Collections	<u>1,725,273.74</u>	91.77%	<u>1,698,649.54</u>	95.63%
Adjusted 2019 Tax Levy			<u>1,776,199.64</u>	100.00%
Original 2020 Tax Levy	<u>1,880,093.82</u>	100.00%		

Kenneth L. Maun
 Tax Assessor/Collector
 Collin County
 P O Box 8046
 McKinney Tx 75070

Levy Outstanding Status Report
 January 2021

City of Lavon #18

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 12/31/20	344,009.88	8,924.64
Base M&O Collections	187,397.35	0.00
Supplement/Adjustments	(76.64)	0.00
Write-Off	0.00	0.00
Remaining Levy as of 1/31/21	<u>156,535.89</u>	<u>8,924.64</u>
Cumulative (From 10/01/20 thru 1/31/21)		
Original 2020 Tax Levy (as of 10/01/20)	1,880,093.82	8,314.01
Base M&O Collections	1,725,744.86	(775.94)
Supplement/Adjustments	2,186.93	(165.31)
Write-Off	0.00	0.00
Remaining Levy as of 1/31/21	<u>156,535.89</u>	<u>8,924.64</u>

Kenneth L Maun
 Tax Assessor/Collector
 Collin County
 P O Box 8046
 McKinney Tx 75070

Monthly Distribution Report
 January 2021

City of Lavon #18

	Distribution Month of January	Distribution 10/1/20 thru 1/31/21
Weekly Remittances:		
Week Ending 1/8/21	39,994.11	91,862.95
Week Ending 1/15/21	53,754.85	162,800.99
Week Ending 1/22/21	40,541.67	280,663.29
Week Ending 1/29/21	53,106.72	185,815.28
		1,003,894.26
Total Weekly Remittances	<u>187,397.35</u>	<u>1,725,036.77</u>
Overpayment from Prior Month	0.00	117.41
Excess Refund Remittance Repaid to Entity	0.00	0.00
Commission Paid Delinquent Attorney	0.00	117.96
Entity Collection Fee	0.00	0.00
Judgement Interest	0.00	0.00
5% CAD Rendition Penalty	0.00	1.60
Total Disbursements	<u>187,397.35</u>	<u>1,725,273.74</u>
Carryover to Next Month	0.00	0.00

2833 - Lavon, City of (General Obligation Debt)

[Report - Lavon, City of \(General Obligation Debt\)](#) / [Sales Tax Data](#)

The charts below contain sales tax revenue allocated each month by the Texas State Comptroller. Please contact and search the [Texas Comptroller's website](#) if you notice an incorrect amount.

For example, the February allocations reflect December sales, collected in January and allocated in February.

*Excludes any sales tax retained by the municipality and not remitted to the Comptroller.

- [View Grid Based on Fiscal Year](#)
- [View Grid With All Years](#)

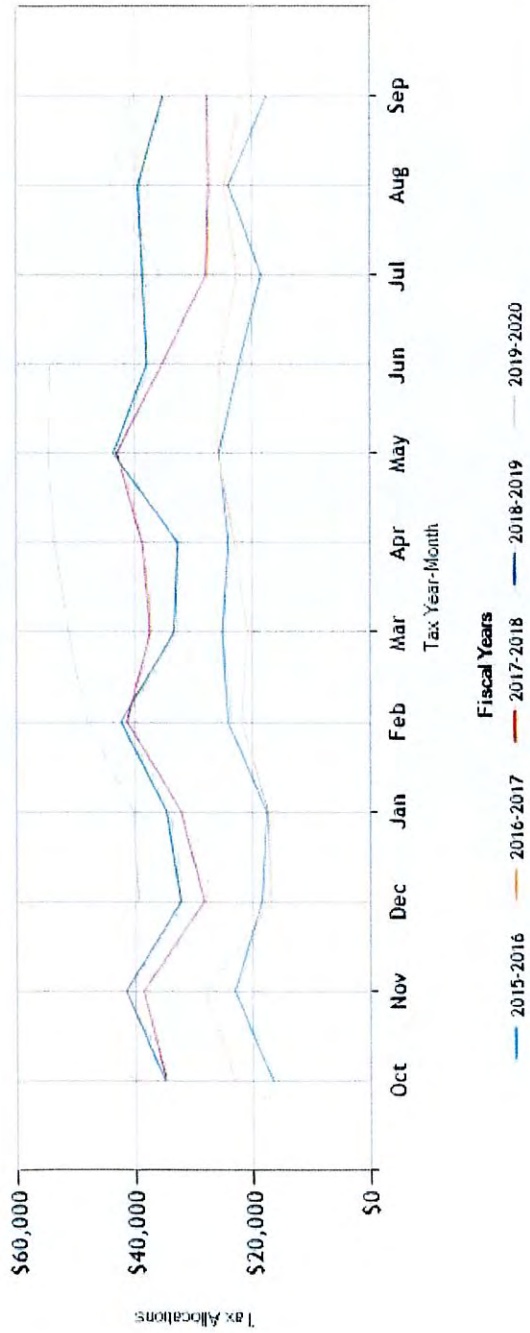
[Download to Excel](#)

By Calendar Year

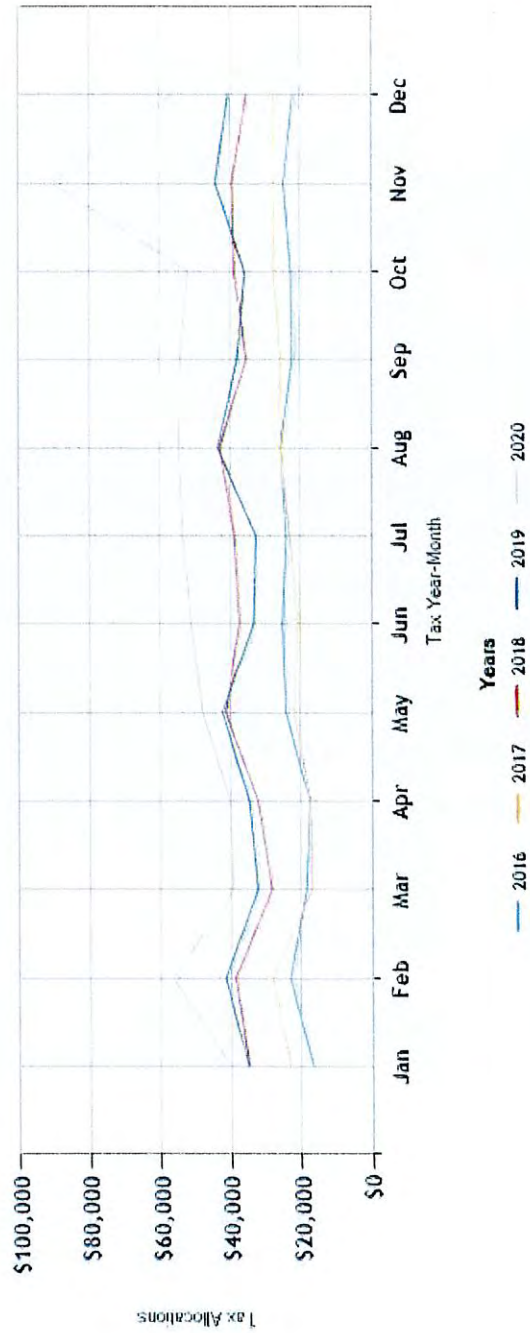
Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
2021	\$58,898	\$80,039	\$56,878	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$195,814
2020	\$40,349	\$56,602	\$39,533	\$40,351	\$48,207	\$51,191	\$53,631	\$54,745	\$54,314	\$52,096	\$90,909	\$56,718	\$638,645
2019	\$35,116	\$41,596	\$32,296	\$34,749	\$42,410	\$33,403	\$32,771	\$43,642	\$37,975	\$35,846	\$44,260	\$40,667	\$454,732
2018	\$34,883	\$38,663	\$28,296	\$32,210	\$41,357	\$37,397	\$38,763	\$43,030	\$35,374	\$38,730	\$39,419	\$35,260	\$443,381
2017	\$23,334	\$28,270	\$17,054	\$17,410	\$22,051	\$21,074	\$23,146	\$25,990	\$25,733	\$27,837	\$27,458	\$27,603	\$286,962
2016	\$16,738	\$23,265	\$18,517	\$17,691	\$24,381	\$25,242	\$24,250	\$25,789	\$22,468	\$22,849	\$24,877	\$22,304	\$268,372
2015	\$15,458	\$20,264	\$16,418	\$15,845	\$20,890	\$16,999	\$18,497	\$23,514	\$20,100	\$18,554	\$24,151	\$17,624	\$228,313
2014	\$11,898	\$19,981	\$12,109	\$11,920	\$21,846	\$14,703	\$14,625	\$18,397	\$14,846	\$16,213	\$17,336	\$16,025	\$189,898
2013	\$10,998	\$14,996	\$8,945	\$11,649	\$14,195	\$13,186	\$13,097	\$14,801	\$13,139	\$12,032	\$14,975	\$11,935	\$153,947
2012	\$10,525	\$12,667	\$8,695	\$11,343	\$13,292	\$12,186	\$12,749	\$13,134	\$11,847	\$11,166	\$15,054	\$12,518	\$145,177

[1](#) [2](#) [3](#) >

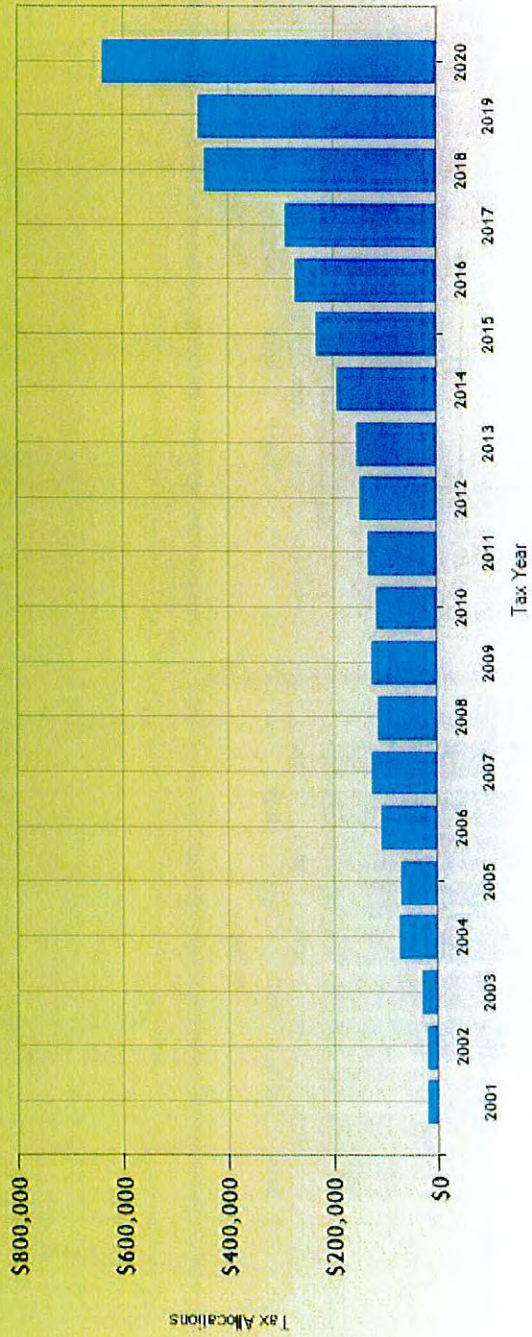
Monthly - Sales Tax Allocations - By Fiscal Year 10/01 - 09/30



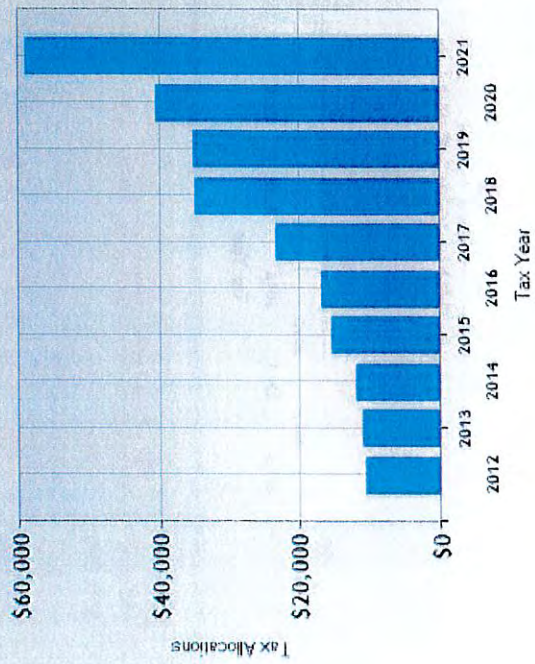
Monthly - Sales Tax Allocations - By Calendar Year



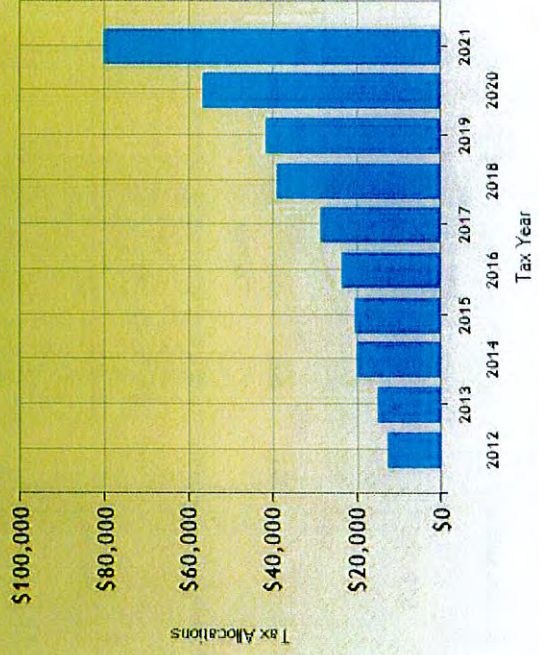
Yearly - Sales Tax Allocations - Past 20 Years



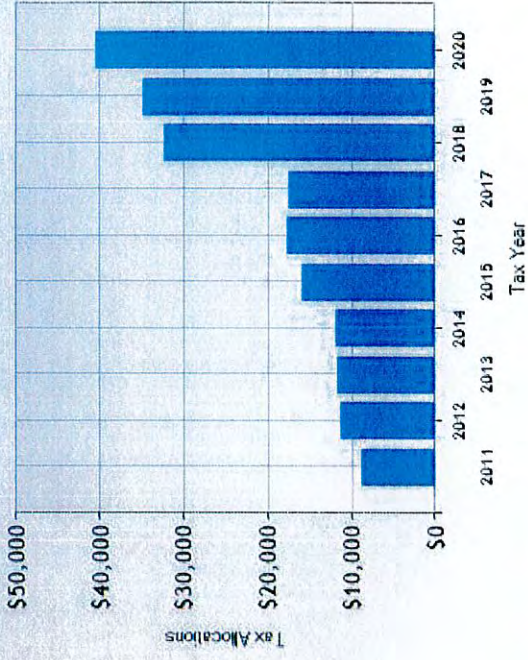
January - Sales Tax Allocations by Year



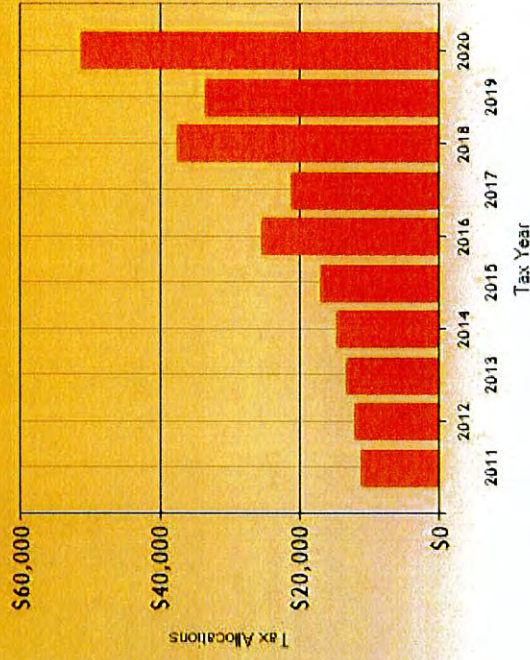
February - Sales Tax Allocations by Year



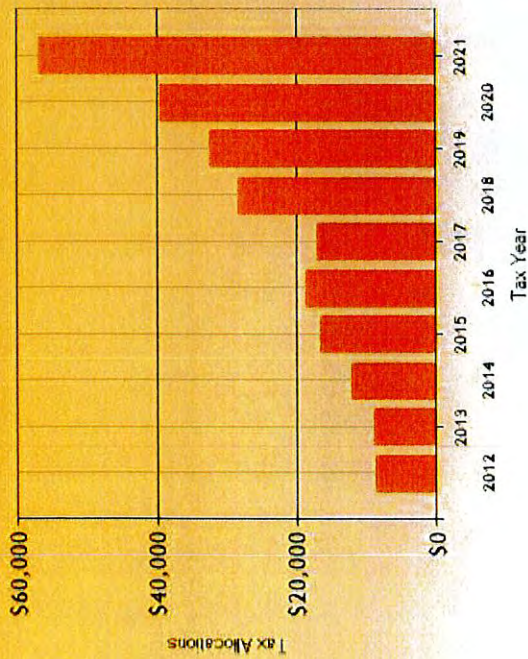
April - Sales Tax Allocations by Year



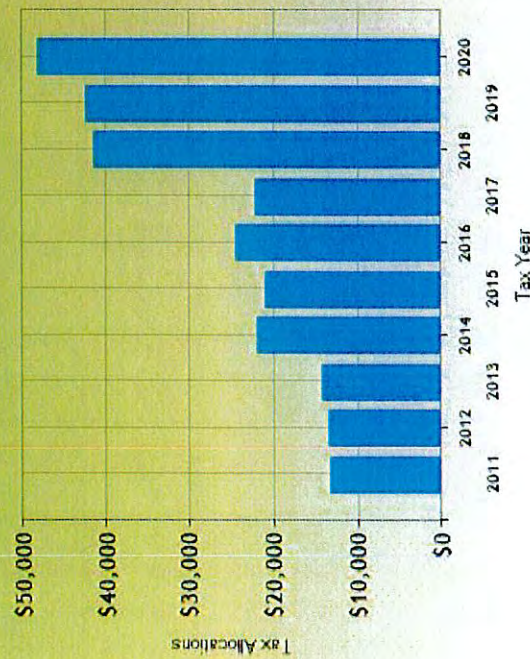
June - Sales Tax Allocations by Year



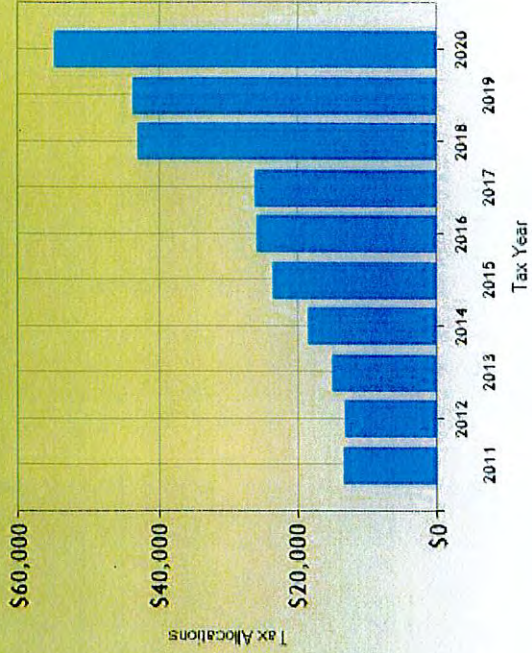
March - Sales Tax Allocations by Year



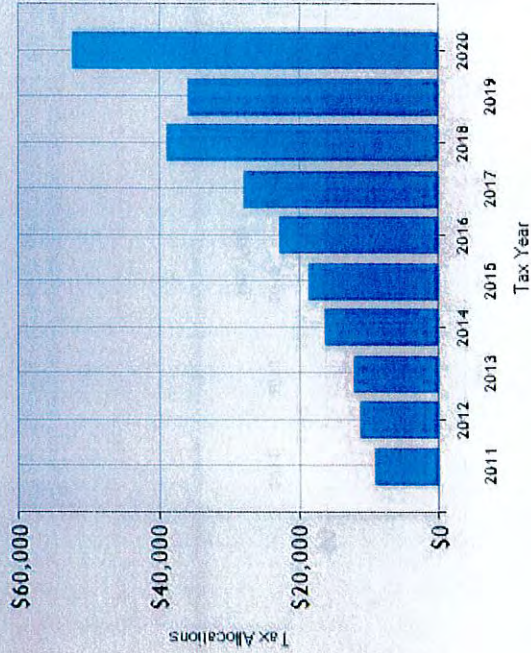
May - Sales Tax Allocations by Year



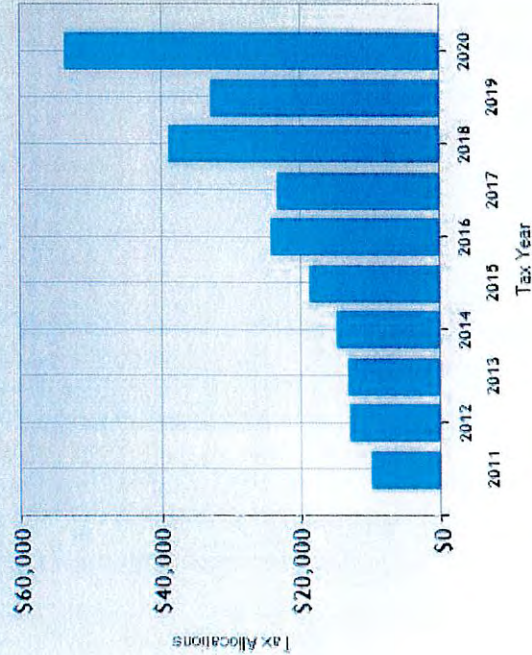
August - Sales Tax Allocations by Year



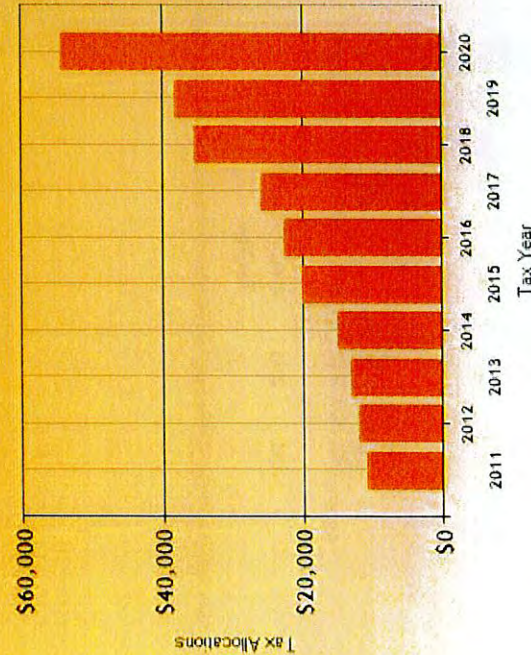
October - Sales Tax Allocations by Year



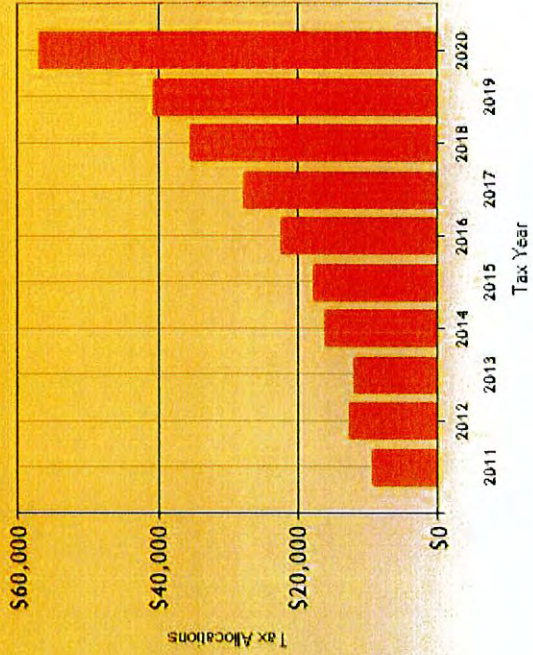
July - Sales Tax Allocations by Year



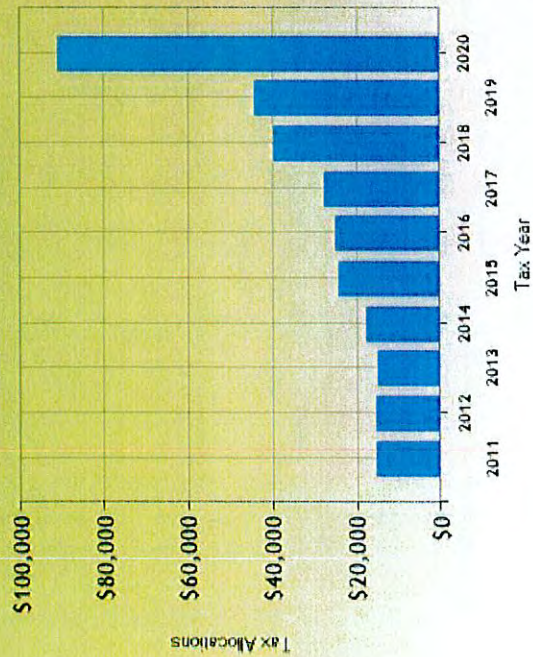
September - Sales Tax Allocations by Year



December - Sales Tax Allocations by Year



November - Sales Tax Allocations by Year



Rae Norton

From: Raul Esperon Jr <Raul.Esperon@txdot.gov>
Sent: Wednesday, March 10, 2021 1:25 PM
To: Rae Norton
Subject: RE: Hwy 205 in Lavon

I have no updates this month. Progress is still based on the relocation of the NTMWD line. As of next month, I will no longer be the project manager for this project. Neal Frisinger is the design section supervisor and he should be able to answer any questions you may have.

His email is neal.frisinger@txdot.gov

Thank you,
Raul Esperon

From: Rae Norton [mailto:Rae.Norton@cityoflavon.org]
Sent: Wednesday, March 10, 2021 1:14 PM
To: Raul Esperon Jr <Raul.Esperon@txdot.gov>
Subject: Hwy 205 in Lavon

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, just checking to see if you have any updates on the Hwy 205 Project within the Lavon City Limits?

Thank you very much,

*Rae Norton
City of Lavon
City Secretary
rae.norton@cityoflavon.org
972-843-4220 Office*

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