



## CITY OF LAVON Agenda Brief

**MEETING:** October 19, 2021

**ITEM:** 7 – D

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**Item:**

Discussion, and action regarding an application for a preliminary plat consisting of 653 residential lots and a 10-acre commercial lot on 205.503 acres of land proposed for annexation, identified as part of the Drury Anglin Survey, A-2, Tract 74, 68 and the S A Roberts Survey, A-773, Tract 3 (CCAD Prop ID 1249928, 1249982, and 1291872), south of Crestridge Meadows and Bear Creek Phases 3, 4, and 5, west of Meadowcreek Estates, northeast of the intersection of CR 484 and CR 483, and southwest of the intersection of CR 484 and CR 485, Collin County, Texas, requested by Meritage Homes of Texas, LLC

### Application Information

- Owner(s):** Roy Brian Webb and Andrea Kay Campbell, Blake McCartney, et al.
- Applicant:** Meritage Homes of Texas LLC
- Location:** South of Crestridge Meadows and Bear Creek Phases 3, 4, and 5, west of Meadowcreek Estates, northeast of the intersection of CR 484 and CR 483, and southwest of the intersection of CR 484 and CR 485.
- Description:** Drury Anglin Survey, A-2, Tract 74, 68 and the S A Roberts Survey, A-773, Tract 3 (CCAD Prop ID 1249928, 1249982, and 1291872), Collin County, Texas (205.503 acres)
- Current Zoning:** Upon annexation – Temporary Agricultural (A)
- Proposed Zoning:** Planned Development – PD - residential and commercial
- Request:** Preliminary Plat

### Request Details

The applicant is seeking approval of a preliminary plat for the Trails of Lavon development project.

***Code Excerpts:***

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

PLAT REQUIRED. (a) The owner of a tract of land located within the limits or in the extraterritorial jurisdiction of a municipality who divides the tract in two or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay out suburban, building,

or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared. A division of a tract under this subsection includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method. A division of land under this subsection does not include a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated.

**Background:**

The proposed preliminary plat conforms to the Future Land Use Plan and the proposed zoning concept plan.

Water

The development is located within the certificated areas of the Bear Creek Special Utility District (SUD). A conceptual water plan has been submitted and reviewed.

Sewer

The development will be served by the City of Lavon sanitary sewer system. The developer is participating in the construction of and installation of off-site improvements to connect to the city's existing system and the improvements will be dedicated to the city.

Roads

The proposed development takes primary access from CR 484 and will construct and improve additional roads to serve the development. A Traffic Impact Analysis (TIA) has been prepared and was provided in the previous agenda item's supporting information. Improvements will be constructed as prescribed by the TIA and as approved by the city engineer.

Parks and Trails

Trail and recreation amenities are proposed in the addition, a conceptual illustration of which was enclosed in the prior agenda item's supporting information.

Floodplain and Drainage

The drainage and grading plans provide for on-site and off-site drainage in the vicinity of the subdivision. The conceptual drainage plans have been reviewed by the city engineer.

**Planning and Zoning Commission Report:**

**MOTION: RECOMMEND APPROVAL OF A PRELIMINARY PLAT CONSISTING OF 653 RESIDENTIAL LOTS AND A 10-ACRE COMMERCIAL LOT ON 205.503 ACRES OF LAND PROPOSED FOR ANNEXATION, IDENTIFIED AS PART OF THE DRURY ANGLIN SURVEY, A-2, TRACT 74, 68 AND THE S A ROBERTS SURVEY, A-773, TRACT 3 (CCAD PROP ID 1249928, 1249982, AND 1291872), SOUTH OF CRESTRIDGE MEADOWS AND BEAR CREEK PHASES 3, 4, AND 5, WEST OF MEADOWCREEK ESTATES, NORTHEAST OF THE INTERSECTION OF CR 484 AND CR 483, AND SOUTHWEST OF THE INTERSECTION OF CR 484 AND CR 485, COLLIN COUNTY, TEXAS, SUBJECT TO CITY ENGINEER APPROVAL, ANNEXATION AND ZONING APPROVAL.**

**MOTION MADE: TIEGS  
SECONDED: BEDELL  
APPROVED: UNANIMOUS**

***Staff Notes:***

The applicant met with the City staff development review committee and has complied with staff and city engineer review notes. The plat conforms to the requirements of the Subdivision Ordinance and proposed PD Zoning.

Approval of the preliminary plat is recommended, subject to approval of the annexation and zoning and the City Engineer's approval.

- Attachments:**
1. Location Exhibits -- see prior agenda item
  2. Application and Preliminary Plat
  3. City Engineer correspondence



# CITY OF LAVON

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

RECEIVED

AUG 24 2021

CITY OF LAVON

## PLAT APPLICATION

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

<b>Company Making Submission</b>		<b>Property Owner</b>	
Name: <u>Meritage Homes of Texas, LLC</u>		Name: <u>Roy Brian and Andrea Kay Webb</u>	
Address: <u>8840 Cypress Waters Blvd., Suite 100</u>		Address: <u>6445 Berkshire Cir.</u>	
City/State/Zip: <u>Dallas, Texas 75019</u>		City/State/Zip: <u>Cleburne, Texas 76033</u>	
Phone #: <u>972-580-6300</u>	Fax #: _____	Phone # _____	Fax # _____
Authorized Person: <u>David Aughinbaugh</u>		Authorized Person: _____	
<b>Type of Submission</b>		<b>Check List of Items Submitted</b>	
<input checked="" type="checkbox"/> Preliminary Plat		<input type="checkbox"/> (two) full size sets of plats (24x36)	
<input type="checkbox"/> Final Plat		<input type="checkbox"/> (two) full size construction sets (24x36)	
<input type="checkbox"/> Re-Submittal		<input type="checkbox"/> (one) half size sets of plats (11x17)	
<input type="checkbox"/> Construction Plans		<input type="checkbox"/> (ten) half size sets of plats with final submission (11x17)	
<input type="checkbox"/> Other		<input type="checkbox"/> (one) PDF plats (on separate CD's)	
		<input type="checkbox"/> (one) PDF construction plans (can be included on plat CD)	
<b>Pricing</b>			
Preliminary Plat: C*D*	\$500.00 plus \$5.00 per lot (Plus engineer review costs)		
Final Plat: C*D*	\$500.00 plus \$5.00 per lot plus \$50.00 filing fee (Plus engineer review costs)		
Re-Plat: C*D*	\$325.00 plus \$5.00 per lot plus \$50.00 filing fee (Plus engineer review costs)		
Public Infrastructure Inspection: C*E*	4 percent of project or Cost (whichever is greater)		
<p><small>C* Costs shall include the actual costs to the City plus a 10 percent administrative fee. These fees shall be in addition to the permit fee required.            D* A deposit of \$500.00 shall be required to cover engineers review, with additional costs to be billed upon engineers recommendation. Any portion of the deposit not used shall be refunded after the engineer's recommendation.            E* An estimate of the testing and inspection shall be made at the time of the engineers review of construction plans and a deposit equal to that amount shall be due before any construction may begin, with additional costs to be billed when the costs are incurred.</small></p>			
<p><b>NOTICE TO APPLICANT:</b> Any approval will be issued based on the information furnished in this application and on any submitted plats. It is subject to the provisions and requirements of the City of Lavon Code of Ordinances (# 2002-01-03) and any other applicable ordinances of the City, regardless of information and/or plans submitted.</p>			
Authorized Representative (Printed Name)	Authorized Representative (Signature)		Date:
<b>To be completed by the City</b>			
In Takers Name:			
In takers Review Date:	PW Review Date:	COO Review Date:	Engineer Review Date:
<input type="checkbox"/> Accepted	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved
<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected
Comments:			



**CITY OF LAVON**

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

**PLAT APPLICATION**

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

**Authorization of Representation**

RECEIVED

AUG 24 2021

CITY OF LAVON

Date: July 9, 2021

To the City of Lavon  
Collin County, Texas

This letter will serve as notice that I/we, <sup>Webb</sup> Roy Brian and <sup>Campbell</sup> Andrea Kay ~~Webb~~, am/are the owner (s) of record of the property described in the attached survey documentation, submitted with this form, and do hereby authorize Meritage Homes of Texas, LLC to represent me (us) and my (our) interests in the property described in the attached exhibits (s) for the expressed purpose of this request.

*RBW, AKC*

*Roy Brian Webb*  
Signature (Owner)

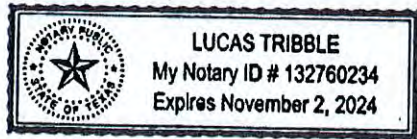
*Andrea Kay Campbell*  
Signature (Owner)

\_\_\_\_\_  
Signature (Owner)

The State of Texas  
County of Collin

Before me, the undersigned authority, appeared ~~Brian~~ Brian Webb / Andrea Campbell  
on this the 1<sup>st</sup> day of July, 2021.

*[Signature]*



(notary seal)

Notary Public in and for Dallas County, Texas



**CITY OF LAVON**

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

**PLAT APPLICATION**

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

**Declaration of Ownership**

RECEIVED

AUG 24 2021

CITY OF LAVON

Date: July 9, 2021

To the City of Lavon  
Collin County, Texas

*RBW, AKC*

This letter will serve as notice that I/we, Roy Brian <sup>Webb</sup> and Andrea Kay <sup>Campbell</sup> ~~Webb~~, am/are the owner (s) of record of the property described in the attached survey documentation, submitted with this form, for the purpose of any future proposed request (s) relating to this property.

*Roy Brian Webb*  
Signature (Owner)

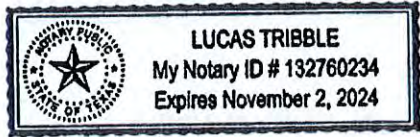
*Andrea Kay Campbell*  
Signature (Owner)

\_\_\_\_\_  
Signature (Owner)

The State of Texas  
County of *Collin*

Before me, the undersigned authority, appeared *Brian Webb / Andrea Campbell*  
on this the *15<sup>th</sup>* day of *July*, 20*21*.

*[Signature]*



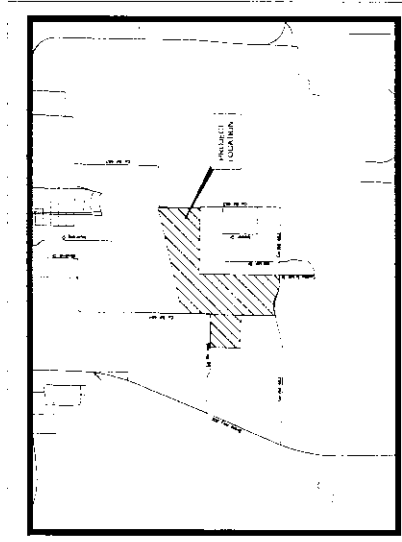
(notary seal)

Notary Public in and for *Dallas* County, Texas

PRELIMINARY PLAT  
FOR

**TRAILS OF LAVON**

CITY OF LAVON, COLLIN COUNTY, TEXAS



**SHEET INDEX**

Sheet Number	Sheet Title
011	COVER SHEET
012	GENERAL PRELIMINARY PLAT
013	PRELIMINARY PLAT
014	PRELIMINARY PLAT
015	PRELIMINARY PLAT
016	PRELIMINARY PLAT
017	PRELIMINARY PLAT
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**ENGINEER**  
**Kimley»Horn**  
 1345 MOEL ROAD  
 TWO GALLERY OFFICE TOWER  
 STATE OF TEXAS  
 REGISTRATION NO. F-508  
 DALLAS, TX 75240  
 PH: (972) 544-3700  
 CONTACT: B. MOODY, P.E.

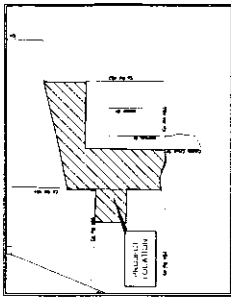
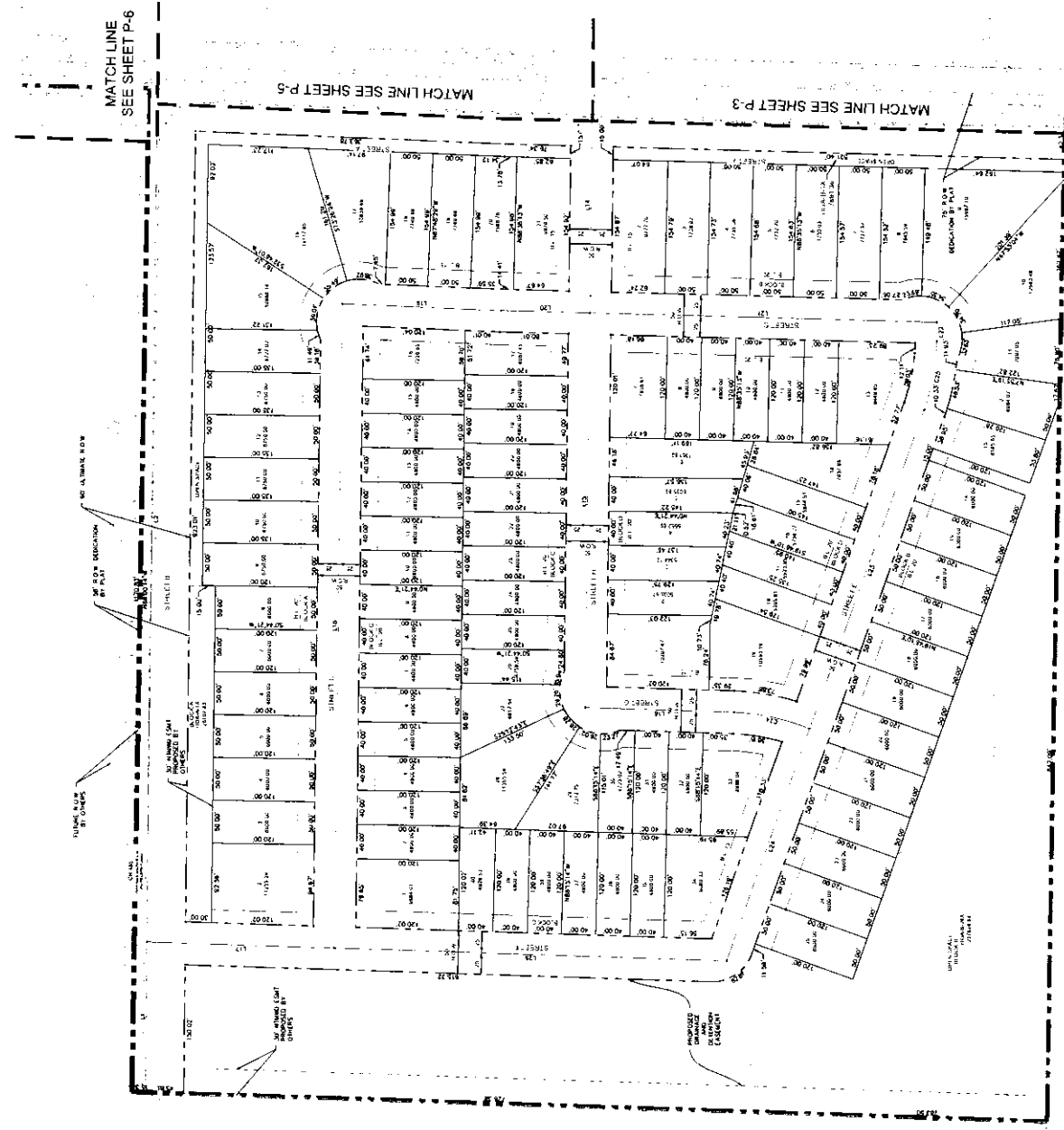
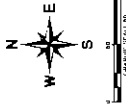
**OWNERS**  
 WEBB ROY BRAUN AND  
 CAMPBELL ANDREA MAY  
 644 BERKSHIRE CIR  
 CLEBURNE, TEXAS 76033

**DEVELOPER**  
 HERITAGE HOMES OF TEXAS, LLC  
 8940 CYPRESS WATERS BLVD.  
 SUITE 100  
 DALLAS, TEXAS 75249  
 TEL: (972) 500-3300  
 CONTACT: DAVID ALDRIGHAUGH



SEPTEMBER 2021





**LEGEND**

--- (Dashed line)	PROPERTY LINE
--- (Dashed line)	ADJACENT PROPERTY LINE
--- (Dashed line)	ADJACENT LOT
--- (Dashed line)	ADJACENT TRACT
--- (Dashed line)	ADJACENT TRACT
--- (Dashed line)	ADJACENT TRACT

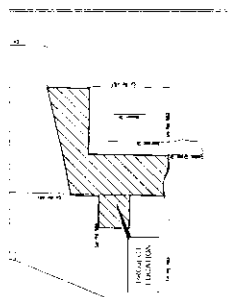
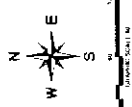
- GENERAL NOTES**
1. THIS PLAT IS FOR SUBDIVISION OF THE LAND SHOWN HEREON INTO LOTS AND TRACTS.
  2. THE LOTS AND TRACTS SHOWN HEREON ARE TO BE CONVEYED TO THE BUYER BY THE SELLER BY DEED.
  3. THE LOTS AND TRACTS SHOWN HEREON ARE TO BE CONVEYED TO THE BUYER BY THE SELLER BY DEED.
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  10. THE LOTS AND TRACTS SHOWN HEREON ARE TO BE CONVEYED TO THE BUYER BY THE SELLER BY DEED.

**PRELIMINARY PLAT**  
**FOR**  
**TRAILS OF LAYON**  
 1000 WEST 10TH STREET, LAYON, TEXAS  
 PREPARED BY: KIMLEY-HORN  
 200 WEST 10TH STREET, LAYON, TEXAS  
 DATE: 10/15/2010

**CITY OF LAYON, COLLIN COUNTY TEXAS**

**Kimley-Horn**

1000 WEST 10TH STREET, LAYON, TEXAS  
 PH: 972.962.1100  
 FAX: 972.962.1101  
 WWW.KIMLEY-HORN.COM

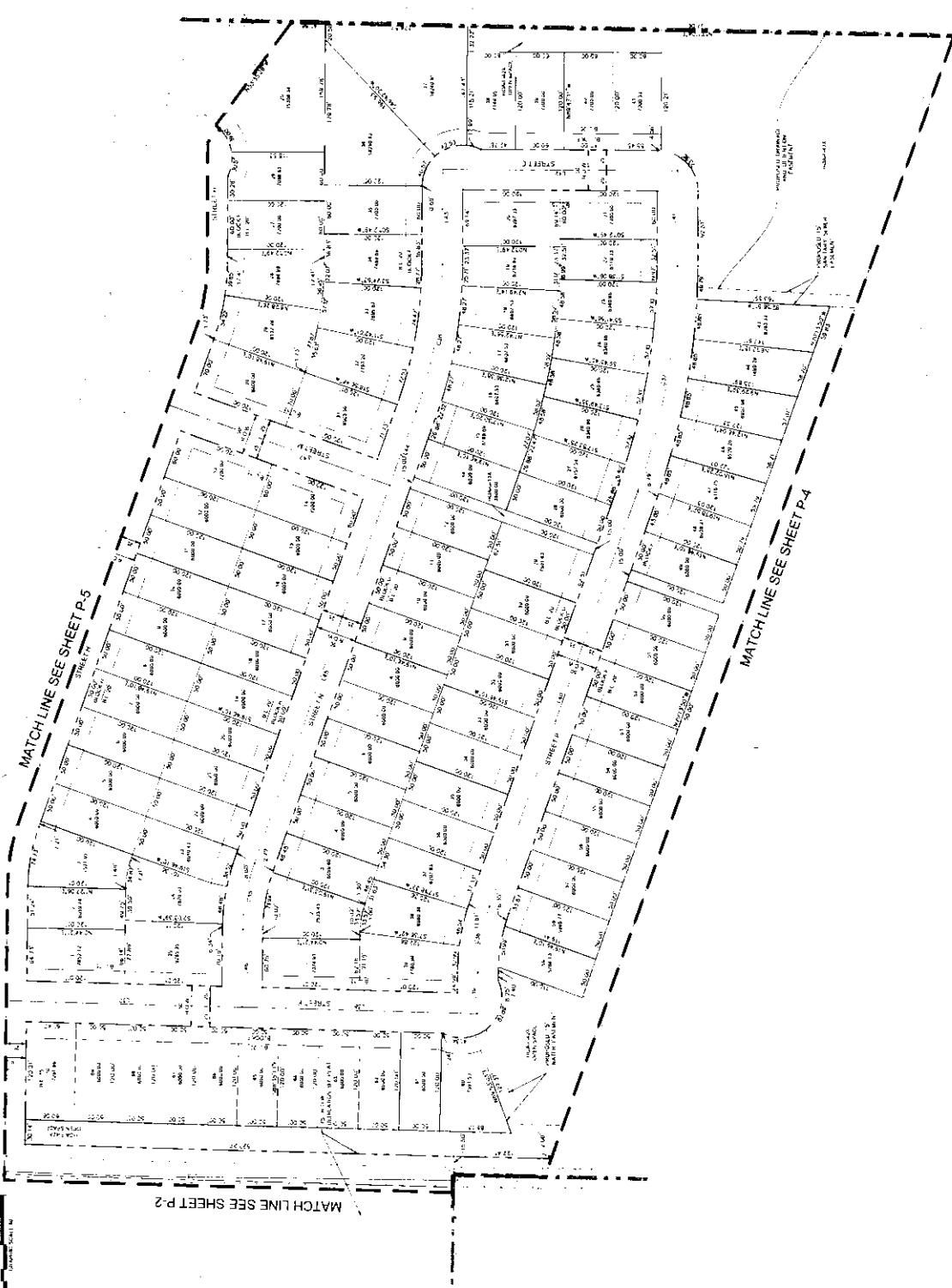


**LEGEND**

PROPERTY LINE	--- (dashed line)
IMPAVED HWY	— (solid line)
HWY RIGHT OF WAY	— (solid line with double dashes)
CITY LIMITS	— (dashed line)
ADJACENT PLATS	— (dotted line)
ADJACENT PLAT NUMBER	— (dotted line with number)
ADJACENT PLAT OWNER	— (dotted line with name)
ADJACENT PLAT AREA	— (dotted line with area)
ADJACENT PLAT DATE	— (dotted line with date)
ADJACENT PLAT TYPE	— (dotted line with type)

**GENERAL NOTES**

1. THIS PROJECT IS SUBJECT TO THE CITY OF LAVON ZONING ORDINANCE.
2. ALL UTILITIES SHOWN ARE BASED ON RECORD PLANS AND FIELD SURVEY.
3. THE CITY ENGINEER HAS REVIEWED THIS PLAN AND FINDS IT CONFORMS TO THE CITY ZONING ORDINANCE AND THE CITY ENGINEERING DEPARTMENT'S STANDARDS AND SPECIFICATIONS FOR RECORD PLANS.
4. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION SHOWN THEREON.
5. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION SHOWN THEREON.



**PRELIMINARY PLAT**  
FOR  
**TRAILS LAYON**  
A 100' WIDE TRAIL LAYON WITH 10' SIDEWALKS  
AND 10' BUFFER ZONES

PREPARED BY: SA HENRY'S SURVEY AND MAPPING A.C. 1/23

CITY OF LAVON, COLLIN COUNTY, TEXAS

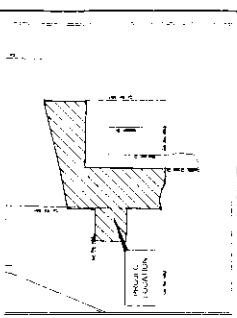
DATE: 1/23/23

PROJECT NO.: 23-001

SCALE: AS SHOWN

**Kimley-Horn**  
INCORPORATED  
1000 WEST 10TH STREET  
DALLAS, TEXAS 75208  
PHONE: 214.750.1000  
WWW.KIMLEY-HORN.COM

DATE	DESCRIPTION
1/23/23	PRELIMINARY PLAT



**LEGEND**

--- (Long Dash)	PROPERTY LINE
- - - - - (Short Dash)	EXISTING CURB
- - - - - (Medium Dash)	EXISTING DRIVE
- - - - - (Dash Dot)	EXISTING CITY STREET
- - - - - (Dotted)	PROPOSED DRIVE
- - - - - (Dotted)	PROPOSED CITY STREET

**GENERAL NOTES**

1. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.
2. THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY INFORMATION TO THE ENGINEER.
3. ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY DATA. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS AND SHALLOW EXCAVATIONS TO VERIFY THE LOCATION AND DEPTH OF UTILITIES. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF UTILITIES AT ALL LOCATIONS WHERE UTILITIES ARE SHOWN.
4. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.

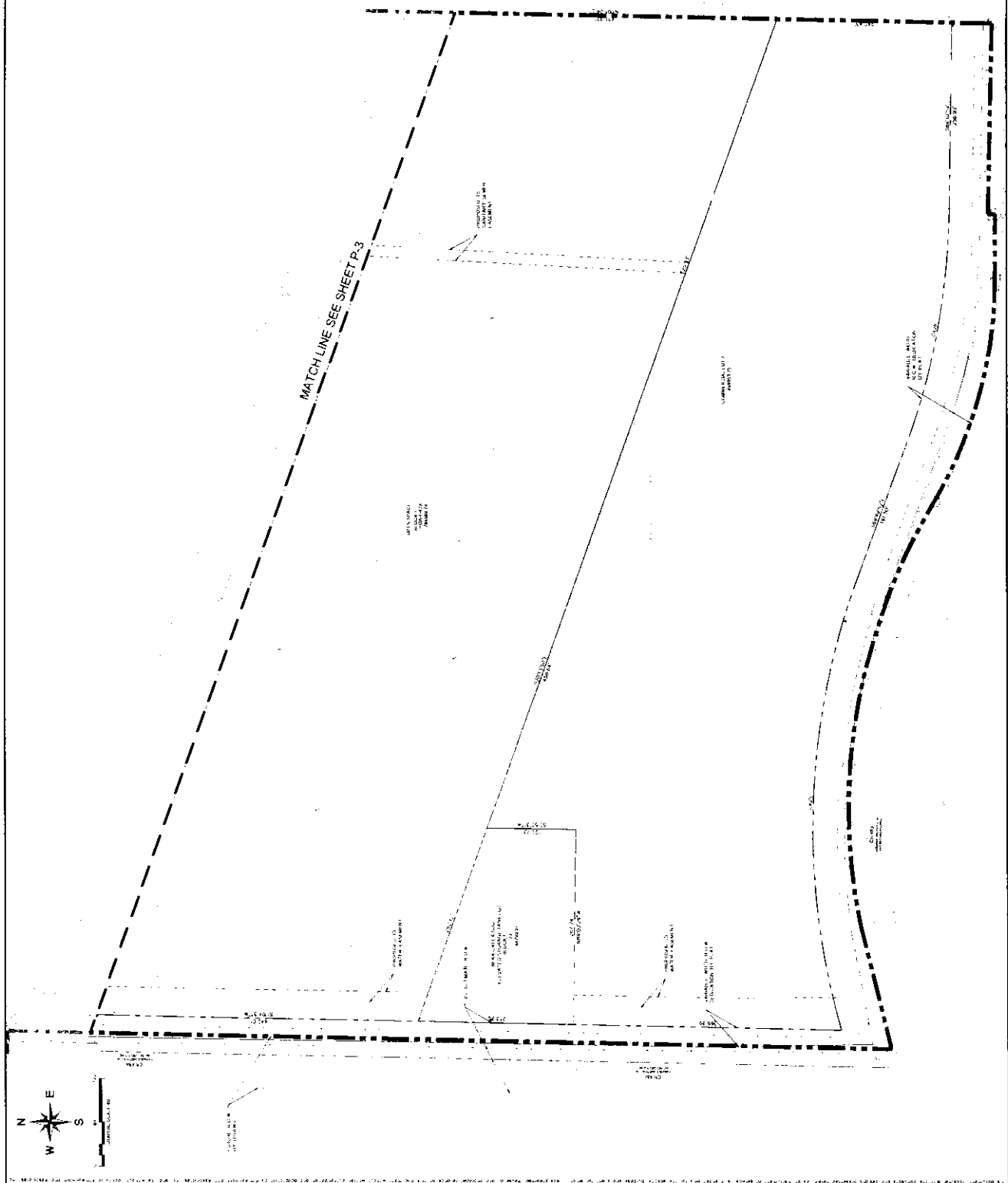
**PRELIMINARY PLAN**  
**TRAILS OF LAVON**  
 1200 N. BRILLIANT, LUGBURN, TEXAS 75157  
 1200 N. BRILLIANT, LUGBURN, TEXAS 75157  
 1200 N. BRILLIANT, LUGBURN, TEXAS 75157

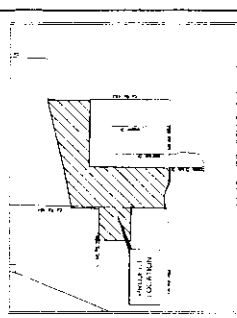
DESIGNED BY: [Name] DATE: [Date]  
 DRAWN BY: [Name] DATE: [Date]  
 CHECKED BY: [Name] DATE: [Date]  
 APPROVED BY: [Name] DATE: [Date]

**CITY OF LAVON, COLLIN COUNTY, TEXAS**

**Kimley-Horn**  
 1200 N. BRILLIANT, LUGBURN, TEXAS 75157  
 1200 N. BRILLIANT, LUGBURN, TEXAS 75157  
 1200 N. BRILLIANT, LUGBURN, TEXAS 75157

DATE	BY	REVISION





VICINITY MAP  
SCALE 1" = 1000'

**LEGEND**

PROPERTY LINE	--- (dashed line)
EXISTING LOT	--- (solid line)
EXISTING STR	--- (solid line)
UTILITY LINE	--- (dashed line)
PROPOSED LOT	--- (dashed line)
PROPOSED STR	--- (dashed line)
PROPOSED LOT	--- (dashed line)
PROPOSED STR	--- (dashed line)
PROPOSED LOT	--- (dashed line)
PROPOSED STR	--- (dashed line)

**GENERAL NOTES**

1. THIS SURVEY IS BASED ON THE SURVEY OF THE CITY OF LAUNION, TEXAS, BY THE CITY ENGINEER, 1911, AND THE SURVEY OF THE CITY OF LAUNION, TEXAS, BY THE CITY ENGINEER, 1912.
2. ALL LOTS ARE TO BE CONVEYED TO THE CITY OF LAUNION, TEXAS, BY THE CITY ENGINEER, 1911, AND THE SURVEY OF THE CITY OF LAUNION, TEXAS, BY THE CITY ENGINEER, 1912.
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**PRELIMINARY PLAT**  
 OF THE  
**TRAILS LAYON**  
 IN THE COUNTY OF COLLIN, TEXAS  
 AS SHOWN ON THE SURVEY OF THE CITY OF LAUNION, TEXAS, BY THE CITY ENGINEER, 1911, AND THE SURVEY OF THE CITY OF LAUNION, TEXAS, BY THE CITY ENGINEER, 1912.

APPROVED BY THE CITY ENGINEER OF COLLIN COUNTY, TEXAS, ON THIS 15th DAY OF \_\_\_\_\_, 2011.

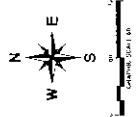
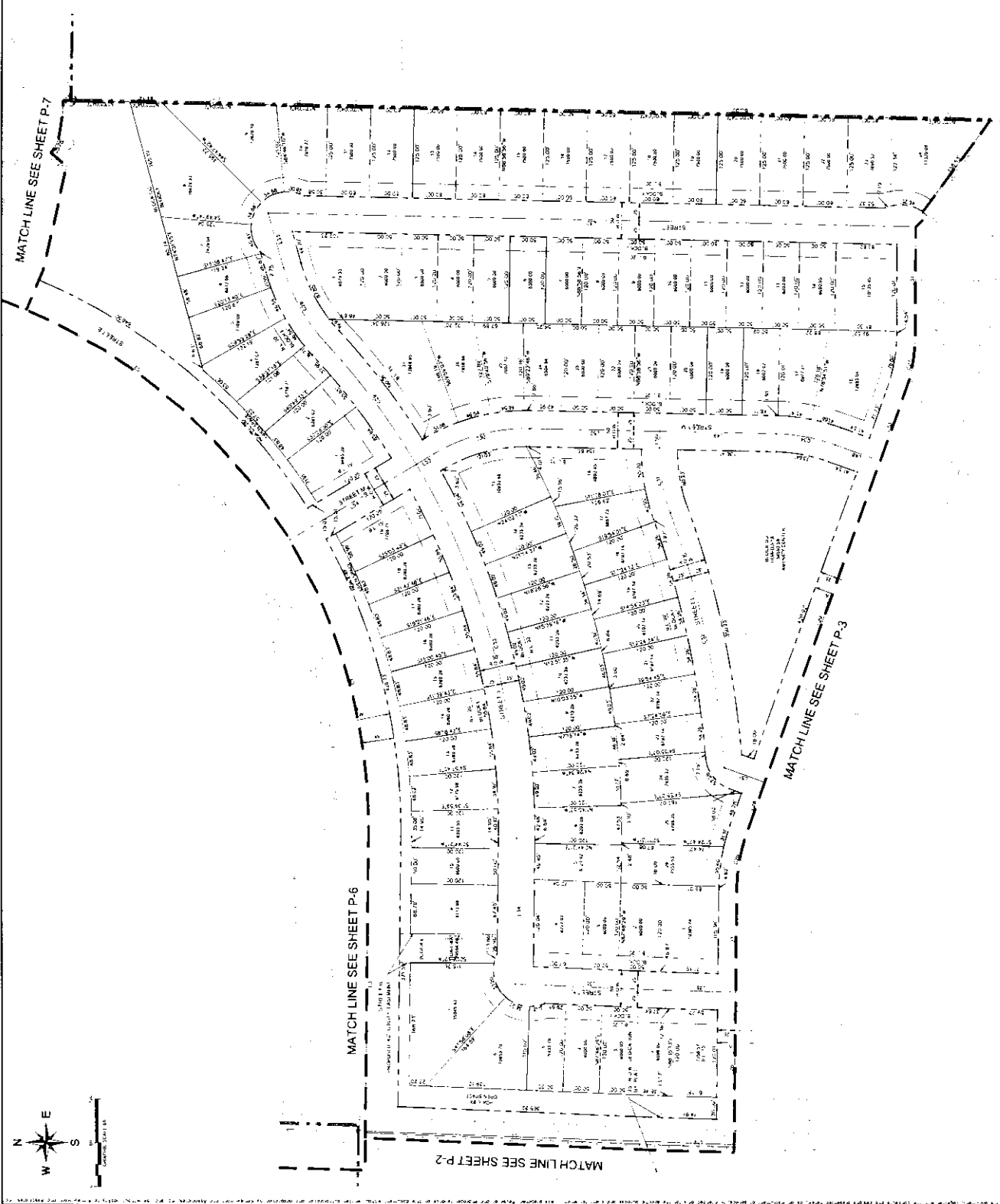
APPROVED BY THE CITY ENGINEER OF COLLIN COUNTY, TEXAS, ON THIS 15th DAY OF \_\_\_\_\_, 2011.

**CITY OF LAUNION, COLLIN COUNTY, TEXAS**

**Kimley-Horn**

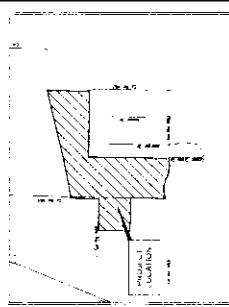
10000 Preston Road, Suite 1000  
 Dallas, Texas 75242  
 Phone: (972) 342-2200  
 Fax: (972) 342-2201  
 Email: info@kimley-horn.com

SCALE: AS SHOWN  
 SHEET NO. 1  
 TOTAL SHEETS: 1







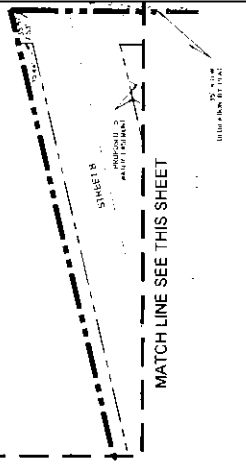


**LEGEND**

PROPERTY LINE	SUBDIVISION
RIGHT-OF-WAY	STREET
EXISTING	PROPOSED
ADJACENT TO (PLAN ONLY)	ADJACENT TO (SECTION)
ADJACENT TO (SECTION)	ADJACENT TO (SECTION)

**GENERAL NOTES**

1. THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO THE APPROVAL OF THE CITY ENGINEER AND THE COUNTY ENGINEER.
2. THE PROJECT IS SUBJECT TO THE CITY ENGINEER'S AND COUNTY ENGINEER'S REVIEW AND APPROVAL.
3. THE PROJECT IS SUBJECT TO THE CITY ENGINEER'S AND COUNTY ENGINEER'S REVIEW AND APPROVAL.
4. THE PROJECT IS SUBJECT TO THE CITY ENGINEER'S AND COUNTY ENGINEER'S REVIEW AND APPROVAL.
5. THE PROJECT IS SUBJECT TO THE CITY ENGINEER'S AND COUNTY ENGINEER'S REVIEW AND APPROVAL.
6. THE PROJECT IS SUBJECT TO THE CITY ENGINEER'S AND COUNTY ENGINEER'S REVIEW AND APPROVAL.
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8. THE PROJECT IS SUBJECT TO THE CITY ENGINEER'S AND COUNTY ENGINEER'S REVIEW AND APPROVAL.
9. THE PROJECT IS SUBJECT TO THE CITY ENGINEER'S AND COUNTY ENGINEER'S REVIEW AND APPROVAL.
10. THE PROJECT IS SUBJECT TO THE CITY ENGINEER'S AND COUNTY ENGINEER'S REVIEW AND APPROVAL.



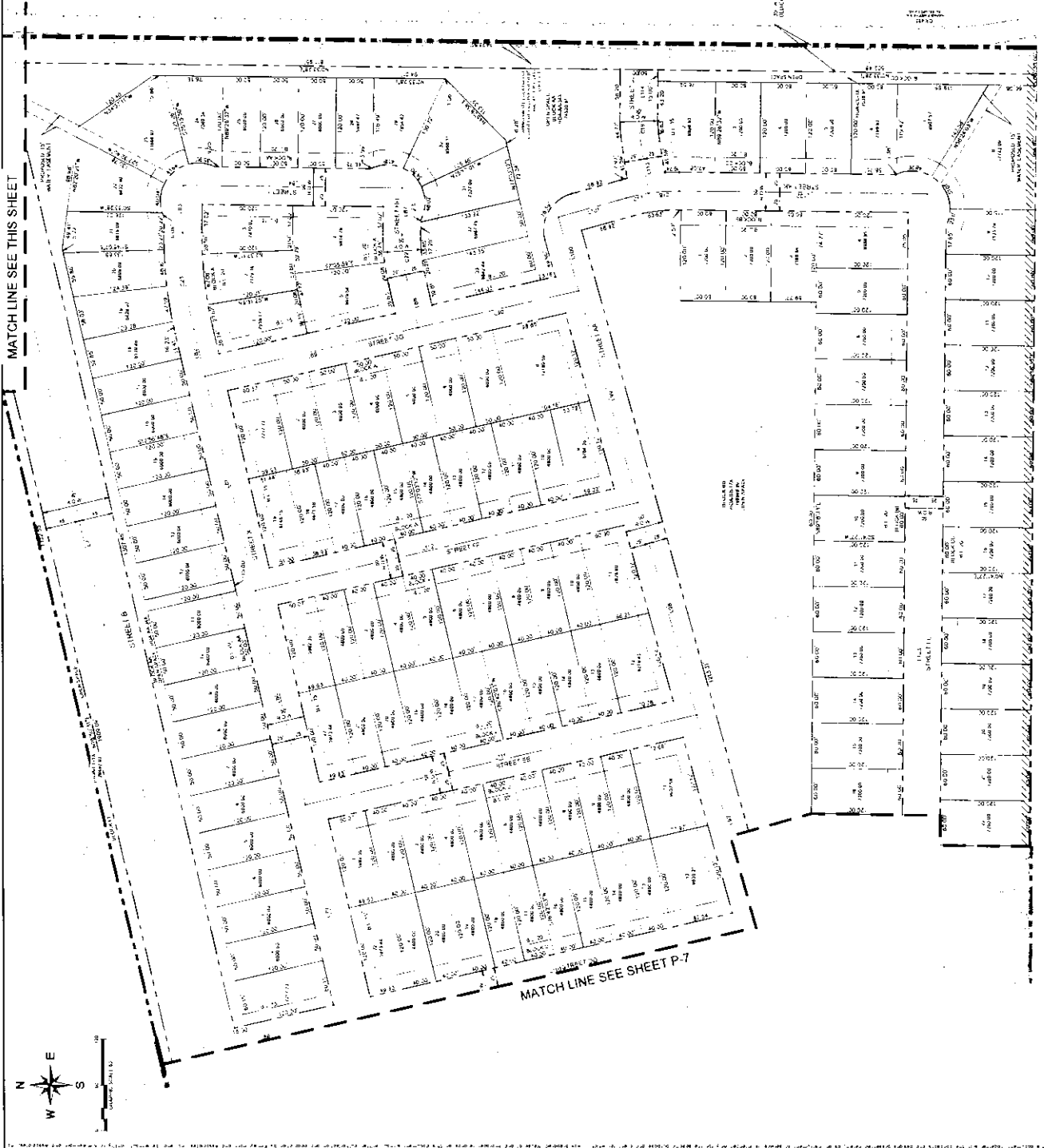
**PRELIMINARY PLAT**  
**TRAILS LAVON**  
 IN THE COUNTY OF TARRANT, STATE OF TEXAS  
 CITY OF LAVON, COLLIN COUNTY, TEXAS

ENGINEER: KIMLEY-HORN AND ASSOCIATES, INC. 4774  
 1100 WEST WYOMING STREET, SUITE 200  
 FORT WORTH, TEXAS 76104  
 PHONE: 817.335.1234  
 FAX: 817.335.1235  
 WWW.KIMLEY-HORN.COM

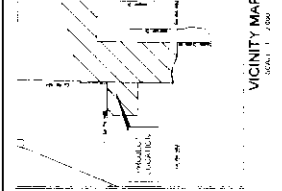
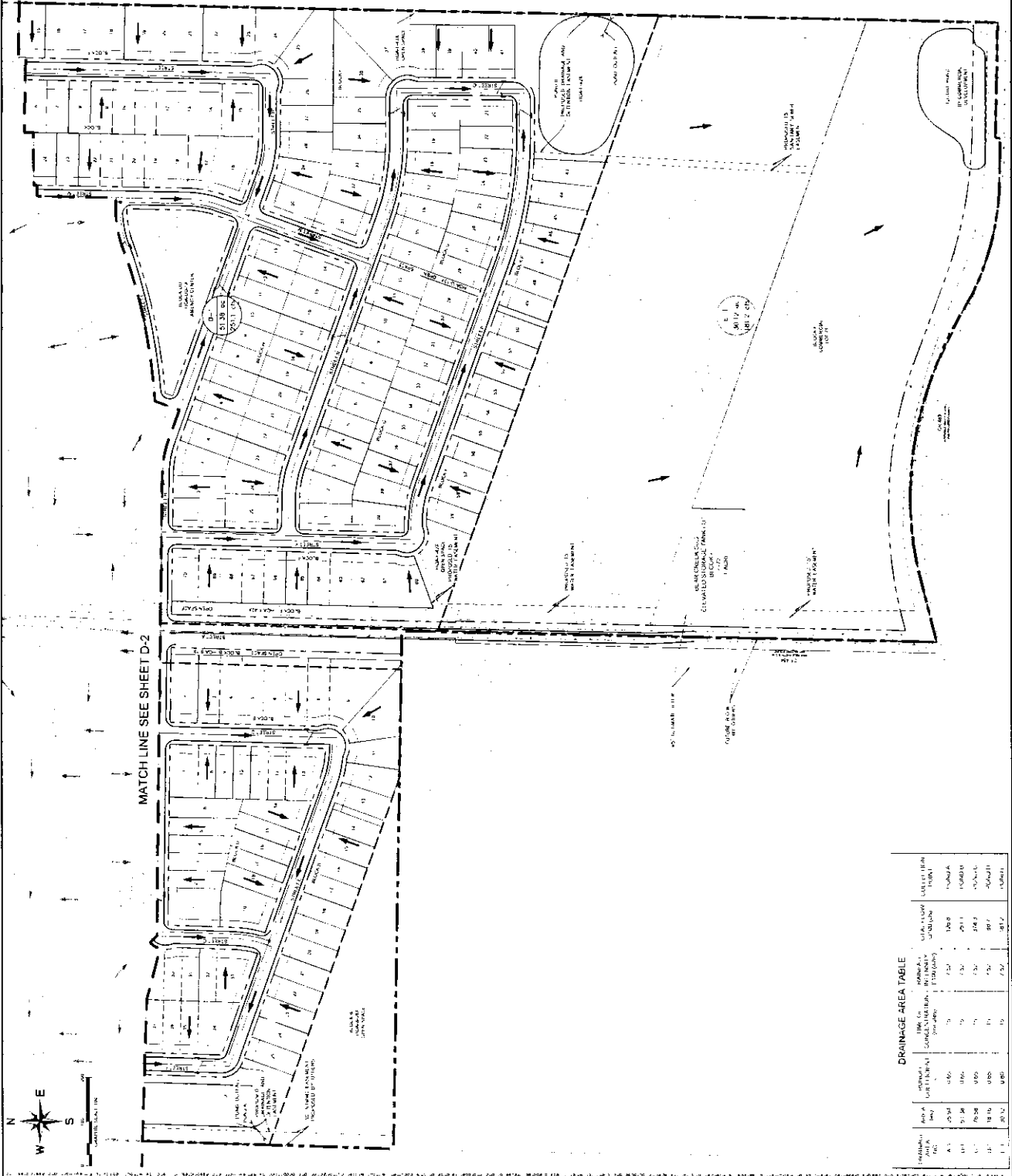
**Kimley-Horn**

DATE: 10/15/2014  
 DRAWN BY: J. H. HARRIS  
 CHECKED BY: J. H. HARRIS  
 APPROVED BY: J. H. HARRIS

SCALE: 1" = 400'







**DRAINAGE DESIGN CRITERIA**

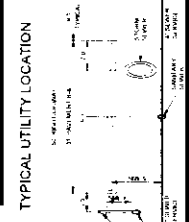
1. FLOW VELOCITY SHALL BE 1.48 FT/SEC (0.45 M/SEC)
2. MINIMUM CHANNEL VELOCITY SHALL BE 0.8 FT/SEC (0.24 M/SEC)
3. MINIMUM CHANNEL VELOCITY SHALL BE 0.8 FT/SEC (0.24 M/SEC)
4. MINIMUM CHANNEL VELOCITY SHALL BE 0.8 FT/SEC (0.24 M/SEC)
5. MINIMUM CHANNEL VELOCITY SHALL BE 0.8 FT/SEC (0.24 M/SEC)
6. MINIMUM CHANNEL VELOCITY SHALL BE 0.8 FT/SEC (0.24 M/SEC)
7. MINIMUM CHANNEL VELOCITY SHALL BE 0.8 FT/SEC (0.24 M/SEC)
8. MINIMUM CHANNEL VELOCITY SHALL BE 0.8 FT/SEC (0.24 M/SEC)

**LEGEND**

- 1. 12\"/>

**DRAINAGE GENERAL NOTES**

1. ALL DRAINAGE LINES SHALL BE 12\"/>



**PRELIMINARY DRAINAGE PLAN**

**TRAILS OF LAVON**

1000 WEST 100TH STREET, SUITE 100, LAVON, TEXAS 75140

DATE: 08/14/2018

SCALE: AS SHOWN

DRAWN BY: J. HORN

CHECKED BY: J. HORN

APPROVED BY: J. HORN

**Kimley-Horn**

1000 WEST 100TH STREET, SUITE 100, LAVON, TEXAS 75140

PHONE: (972) 261-1000

WWW.KIMLEY-HORN.COM

**DRAINAGE AREA TABLE**

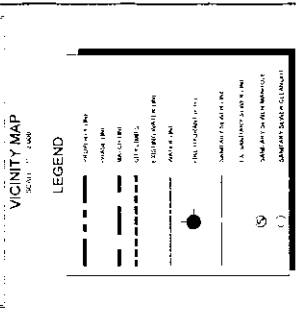
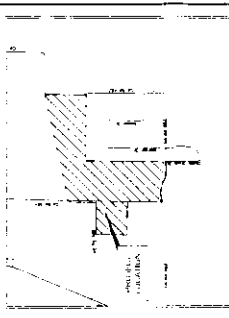
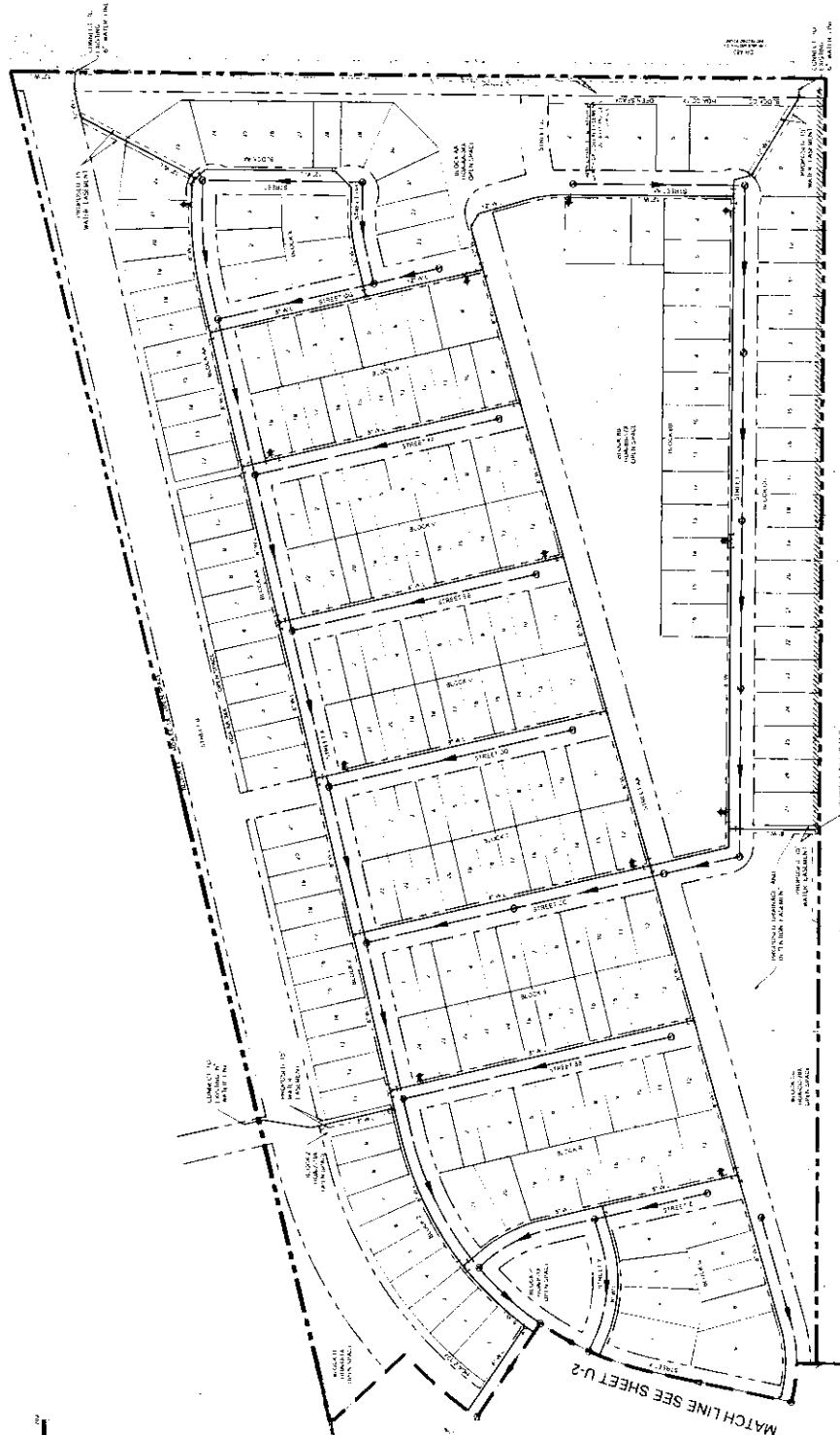
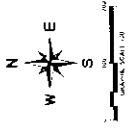
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3	1.1	0.00	0.00	100.00	0.00	0.00	1.1
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78	1.1	0.00	0.00	100.00	0.00	0.00	1.1
79	1.1	0.00	0.00	100.00	0.00	0.00	1.1
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87	1.1	0.00	0.00	100.00	0.00	0.00	1.1
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89	1.1	0.00	0.00	100.00	0.00	0.00	1.1
90	1.1	0.00	0.00	100.00	0.00	0.00	1.1
91	1.1	0.00	0.00	100.00	0.00	0.00	1.1
92	1.1	0.00	0.00	100.00	0.00	0.00	1.1
93	1.1	0.00	0.00	100.00	0.00	0.00	1.1
94	1.1	0.00	0.00	100.00	0.00	0.00	1.1
95	1.1	0.00	0.00	100.00	0.00	0.00	1.1
96	1.1	0.00	0.00	100.00	0.00	0.00	1.1
97	1.1	0.00	0.00	100.00	0.00	0.00	1.1
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99	1.1	0.00	0.00	100.00	0.00	0.00	1.1
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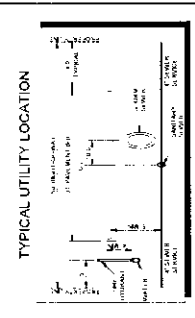






**GENERAL NOTES**

1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
2. ALL UTILITIES ARE SHOWN AS LOCATED BY SURVEY.
3. ALL UTILITIES ARE SHOWN AS LOCATED BY SURVEY UNLESS OTHERWISE NOTED.
4. ALL UTILITIES ARE SHOWN AS LOCATED BY SURVEY UNLESS OTHERWISE NOTED.



**PRELIMINARY UTILITY PLAN**  
**TRAILS OF LANON**  
 CITY OF LANON, COLLIN COUNTY, TEXAS

PROJECT: TRAILS OF LANON  
 LOCATION: TRAILS OF LANON, COLLIN COUNTY, TEXAS  
 DATE: 08/14/2013

DESIGNED BY: KIMLEY-HORN AND ASSOCIATES, P.C.  
 PROJECT ENGINEER: [Name]  
 CHECKED BY: [Name]  
 DATE: 08/14/2013

CITY OF LANON, COLLIN COUNTY, TEXAS

SCALE: 1" = 40'

DATE: 08/14/2013

PROJECT NO.: [Number]

DATE: 08/14/2013

PROJECT NO.: [Number]

DATE: 08/14/2013

September 23, 2021

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

Re: Trails of Lavon - 651 Residential Lots, Open Spaces, App 11 Acres Commercial, App 671  
lots Total  
Preliminary Plat Review

Dear Ms. Dobbs:

As requested, we have reviewed the Preliminary Plat dated September 23, 2021, with associated concept plans, as prepared by Kimley-Horn and Associates, Inc. for the above referenced property. The property is located south of Crestridge, west of CR 483, north of CR 483 and east and west of CR 484. This was formally referred to as the "Meritage Lavon Tract". Our comments are as follows:

#### General

1. The development consists of 651 residential lots, 17 Open Spaces, 1 Amenity Center, App. 11 Acres of Commercial, and 1 lot for BCSUD for future facilities. An existing gas easement and powerline easement cross this property.
2. The property is to be developed in accordance with the Development Agreement as approved by Resolution 2021-09-11.
3. The project is to be developed in 3 phases, plus the commercial tract.
4. Water service is by BCSUD.
5. Wastewater service will be provided by the City of Lavon. The development will flow to the Bear Creek WWTP.

#### PRELIMINARY PLAT

6. The Preliminary Plat identifies the Right-of-Way to be dedicated along CR 483, CR 484, CR 485 in accordance with the Development Agreement.
7. All residential streets are to conform to City of Lavon Standards. All Arterial and Collector streets are to conform to the Development Agreement.
8. There is a portion of Lot HOA-F-42X located in the rear of Lots 38-41 that is being provided in order to preserve some trees in the area. However, due to poor visibility of this area from the street and/or residences, there is a safety concern. This should be further discussed.
9. A note is included that states that the HOA is responsible for maintenance of all open space area. The City of Lavon will have access to the drainage ponds/structures to verify maintenance is being performed.

#### DRAINAGE PLAN

10. Prior to consideration by the City Council, an Existing Drainage Area Map and Proposed Drainage Area Map, with supporting calculations, shall be provided for review.
11. All residential area drainage is being conveyed to various detention ponds prior to discharging off-site.
12. For final design, the Coefficient "C" value will need to be verified.

#### UTILITY PLAN

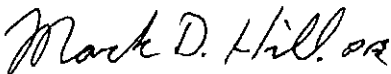
13. Sanitary sewer will be conveyed via gravity lines to the Bear Creek WWTP. This will include upgrading a portion of the existing Crestridge system along CR 484.

This concludes our review of the above referenced Preliminary Plat. **We recommend P&Z Approval of the Preliminary Plat.**

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

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

Sincerely,  
FREEMAN-MILLICAN, INC.



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

Cc: David Carter, Mike Jones, Danny Anthony, Bryan Moody, P.E.

F:\17024 - LAV General Services\9 - Review\Trails of Lavon\Trails of Lavon - Preliminary Plat - Rev 0.docx



## CITY OF LAVON Agenda Brief

MEETING: October 19, 2021

ITEM: 7 – E

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**Item:**

Public hearing, discussion, and action to consider testimony and act on a resolution creating the Trails of Lavon Public Improvement District/PID in accordance with Chapter 372 of the Texas Local Government Code; being approximately 205.503 acres of land, identified as part of the Drury Anglin Survey, A-2, Tract 74, 68 and the S A Roberts Survey, A-773, Tract 3 and generally located southeast of the intersection of SH 78 and FM 6 and within the corporate limits of City of Lavon, Texas; providing for related matters; and providing an effective date.

- 1) Presentation of request.
- 2) **PUBLIC HEARING** to receive comments regarding the request.
- 3) Discussion and action regarding the request and accompanying Resolution No. 2021-10-03.

**Background:**

On September 21, 2021, the City Council determined that a valid petition by property owners requesting the creation of a public improvement district ("PID") had been filed and adopted a resolution accepting the petition and setting a public hearing on October 19, 2021 to receive input regarding the creation of the PID. A schedule is attached that sets out the steps for the creation of a PID and for the levy of assessments on property within the PID.

Notice of the public hearing was published in a newspaper and mailed to each property owner in the proposed PID at least 15 days prior to the date of the public hearing. After the conclusion of the public hearing, the City Council has up to 6 months to adopt a resolution authorizing the creation of the PID. After adoption, the creation resolution must be published in a newspaper. The date of publication is the effective date of the creation of the PID.

Actual construction of the public improvements to be funded by the PID may not begin until after the 20<sup>th</sup> day following the effective date of the creation of the PID. Construction of the public improvements may not begin if during the 20-day period a written protest is signed by at least two-thirds of the owners of record of property within the PID or by the owners of record of property comprising at least two-thirds of the total area of the PID.

The City's PID Policy provides that a development agreement will be approved prior to creation of a PID. The City Council approved a development agreement for the Trails of Lavon development on September 21, 2021, a copy of which is on file in the City Secretary's office.

Attachment:

- 1) Location Exhibits -- see prior agenda item
- 2) Proposed Resolution for PID creation
- 3) Schedule of Events for the Creation of a PID and Levy of Assessments
- 4) Resolution No. 2021-09-12 calling the public hearing

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2021-10-03**

Trails of Lavon PID Creation

**A RESOLUTION REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT AND ORDERING PUBLIC IMPROVEMENTS TO BE MADE FOR THE BENEFIT OF SUCH DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT.**

**WHEREAS**, the City of Lavon, Texas (the "City") is authorized by Chapter 372, Texas Local Government Code, as amended (the "Act") to create a public improvement district and to levy special assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within the district;

**WHEREAS**, on or before September 21, 2021, there was submitted to and filed with the City Secretary of the City pursuant to the Act that certain "Petition for the Creation of a Public Improvement District by the City of Lavon, Texas, for the Trails of Lavon Development" (the "Petition") requesting the establishment of a public improvement district covering approximately 190.774 acres described in the Petition and Exhibit B attached hereto and depicted in Exhibit C attached hereto, and to be known as "Trails of Lavon Public Improvement District" (the "District");

**WHEREAS**, the City Council of the City (the "City Council") received the Petition and determined that it satisfied the requirements of the Act;

**WHEREAS**, after providing the notices required by the Act and by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended (the "Open Meetings Act"), on October 19, 2021 the City Council opened, conducted and closed a public hearing to determine the advisability of creating and establishing the District and undertaking the public improvement projects described in the Petition;

**WHEREAS**, all owners of property located within the public improvement district and all other interested persons were given the opportunity at such public hearing to speak for or against the creation of the District and the proposed public improvements; and

**WHEREAS**, the City Council has made findings based on the information contained in the petition presented to the City Council and the comments received at the public hearing. Now, therefore,

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

Section 1. The City Council hereby approves the statements contained in the preamble of this Resolution and finds that all statements are true and correct and incorporate the same in the body of this Resolution.

Section 2. The City Council, after considering the Petition and the evidence and testimony presented at the public hearing, hereby finds and determines that:

- (a) the Petition was filed with the City Secretary and was signed by owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current appraisal roll of the appraisal district in which the property is located, and by the record owners of real property liable for assessment under the proposal who: (i) constitute more than 50 percent of all record owners of property that is liable for assessment under this proposal; or (ii) owns taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal;
- (b) the proposed public improvements described in the Petition are of the nature of the public improvements described in Section 372.003 of the Act and are advisable and desirable improvements for the District;
- (c) the proposed public improvements will promote the interests of the City and are of the nature that will confer a special benefit on all property within the District by enhancing the value of such property located within the District;
- (d) the nature of the proposed improvements and estimated costs thereof are set forth and described in Exhibit A attached hereto and made a part hereof for all purposes;
- (e) the boundaries of the District include all of the property that is set forth and described in Exhibit B attached hereto and made a part hereof for all purposes;
- (f) the assessment of costs of the proposed public improvements will be levied on each parcel of property within the District in a manner that results in imposing equal shares of the costs on property similarly benefitted;
- (g) the costs of the improvements shall be apportioned between the District and City such that all such costs are paid from the assessments levied on the property within the District and other sources available to the owners and developers of the property within the District, as further described in Exhibit A;
- (h) the management of the District will be by the City with the assistance of a third-party administrator and other consultants hired by the City and paid as part of the annual administrative cost of the District; and
- (i) the District shall be managed without the creation of an advisory body.

Section 3. Based on the foregoing, the Trails of Lavon Public Improvement District is hereby created, and the public improvements described in Exhibit A are authorized to be made in accordance with the service and assessment plan to be approved by the City Council.

Section 4. Not later than the seventh day after the date of the adoption of this Resolution, City staff is hereby authorized and directed to file a copy of this resolution creating the District with the county clerk of each county in which all or a part of the District is located.

Section 5. If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional

by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

Section 6. The authorization of the District pursuant to this resolution shall take effect upon the date this resolution is adopted by the City Council.

*[Remainder of page left blank intentionally.]*

**PASSED AND APPROVED THIS THE 19<sup>TH</sup> DAY OF OCTOBER, 2021.**

**CITY OF LAVON, TEXAS**

---

Vicki Sanson, Mayor

**ATTEST:**

---

Rae Norton, City Secretary

## EXHIBIT A

### Proposed Improvements and Estimated Costs

The improvements include: water and wastewater system improvements, drainage improvements, street, roadway and sidewalk improvements, right-of-way acquisition, utility easement acquisition, and other improvement projects; payment of costs associated with operating and maintaining the public improvements listed above; payment of costs associated with developing and financing the public improvements listed above; and costs of establishing, administering, and operating the District (the "Authorized Improvements").

The estimated total costs of the Authorized Improvements for the District are \$40,000,000. The estimated costs of the Authorized Improvements to be assessed against the property in the District are \$40,000,000. The City will pay none of the costs of the Authorized Improvements, other than from assessments levied on property within the District. The remaining costs of the proposed Authorized Improvements, if any, will be paid from sources other than the City or assessments of property owners.

EXHIBIT B

Boundaries

METES AND BOUNDS DESCRIPTION OF THE PROPERTY

**BEING** a tract of land situated in the S. Roberts Survey, Abstract No. 773 and the D. Anglin Survey, Abstract No. 2, Collin County, Texas and being all of a called 30.000 acre tract of land described as Parcel No. 1 – Tract 5 – Monkey Run West and portion of a called 112.5 acre tract of land described as Parcel No. 1 – Tract 6 – Monkey Run East in a Partition Deed to O'Reda Boyd McCartney, as recorded in Volume 816, Page 651 of the Deed Records of Collin County, Texas, and also being the remainder of a called 90 acre tract of land described as Tract 1 (Lavon Place) in a Special Warranty Deed to Roy Brian Webb and Andrea Kay Campbell, as recorded in Volume 4761, Page 200 of the Land Records of Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1/2 inch iron rod found for the northwest corner of said Tract 6, common to the southwest corner of a called 5.000 acre tract of land described in a deed to Thomas Moon, as recorded in Instrument No. 96-0085000 of the Official Public Records of Collin County, Texas, being on the easterly line of a called 10.239 acre tract of land described in a deed to Scott Goodwin and Kathy Goodwin, as recorded in Instrument No. 95-0043368 of the Land Records of Collin County, Texas, and in County Road No. 484, a variable width right-of-way, no record found;

**THENCE** North 79°37'10" East, departing said County Road No. 484 and the easterly line of said 10.239 acre tract, along the northerly line of said Tract 6 and the southerly line of said 5.000 acre tract, a distance of 614.28 feet to a 1/2 inch iron rod found for corner;

**THENCE** North 77°36'57" East, continuing along the northerly line of said Tract 6 and the southerly line of said 5.000 acre tract, a distance of 441.96 feet to a 1/2 inch iron rod found for the southeast corner of said 5.000 acre tract, common to the southwest corner of a called 75.249 acre tract of land described in a deed to Starlight Homes of Texas, LLC, as recorded in Instrument No. 20180518000609060 of the Official Public Records of Collin County, Texas;

**THENCE** North 78°41'41" East, continuing along the northerly line of said Tract 6 and the southerly line of said 75.249 acre tract, a distance of 313.41 feet to a 1/2 inch iron rod found for the northerly northeast corner of said Tract 6, same being on northerly line of said 90 acre tract;

**THENCE** North 76°51'00" East, along the northerly line of said 90 acre tract and the southerly line of said 75.249 acre tract, a distance of 1088.75 feet to a 1/2 inch iron rod found for the southeast corner of said 75.249 acre tract, common to the southwest corner of a called 92.267 acre tract of land described in a deed to Bloomfield Homes, LP, as recorded in Instrument No. 20180713000870110 of the Official Public Records of Collin County, Texas;

**THENCE** North 76°50'07" East, continuing along the northerly line of said 90 acre tract and along the southerly line of said 92.267 acre tract, a distance of 1358.12 feet to a 1/2 inch iron rod found for the northeast corner of said 90 acre tract, common to an ell corner of said 92.267 acre tract;

**THENCE** South 2°49'59" East, along the easterly line of said 90 acre tract and the southerly line of said 92.267 acre tract, a distance of 7.53 feet to a 1/2 inch iron rod found for an exterior corner

of said 92.267 acre tract, common to the northwest corner of a called 57.075 acre tract of land described as Tract 1 in a deed to Bloomfield Homes, LP, as recorded in Instrument No. 2018050000655680 of the Official Public Records of Collin County, Texas, same being on the westerly right-of-way line of County Road No. 483, a variable width right-of-way, no record found;

**THENCE** South 0°33'28" West, continuing along the easterly line of said 90 acre tract, along the westerly line of said 57.075 acre tract and the westerly right-of-way line of said County Road No. 483, a distance of 1473.51 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 90 acre tract, common to the northerly southwest corner of said 57.075 acre tract, being on the northerly line of Meadow Creek Estates, according to the plat thereof recorded in Cabinet G, Page 485 of the Plat Records of Collin County, Texas;

**THENCE** North 89°18'33" West, departing the westerly right-of-way line of said County Road No. 483, along the southerly line of said 90 acre tract and the northerly line of said Meadow Creek Estates, a distance of 2327.88 feet to a 1/2 inch iron rod found for the northwest corner of said Meadow Creek Estates, common to the southerly northeast corner of aforesaid 112.5 acre tract;

**THENCE** South 1°01'04" West, departing the southerly line of said 90 acres, along the easterly line of said Tract 6 and the westerly line of said Meadow Creek Estates, a distance of 2529.75 feet to a point for corner on the southerly line of a 170 foot wide Texas Municipal Power Agency Electric Easement, as recorded in Volume 1365, Page 407 of the Deed Records of Collin County, Texas;

**THENCE** North 70°13'50" West, departing the easterly line of said Tract 6 and the westerly line of said Meadow Creek Estates, and crossing said Tract 6 and along the southerly line of said easement, a distance of 1492.31 feet to a point for corner on the westerly line of said Tract 6, the easterly line of a called 35.191 acre tract of land described as Tract 1 in a deed to Bear Camp Residential, LP, as recorded in Instrument No. 20210115000095820 of the Official Public Records of Collin County, Texas, and in the approximate centerline of aforesaid County Road No. 484;

**THENCE** North 1°04'28" East, departing the southerly line of said easement, along the westerly line of said Tract 6, the easterly line of said 35.191 acre tract, and said County Road No. 484, a distance of 556.09 feet to a mag nail set for the northeast corner of said Tract 1, common to the southeast corner of aforesaid Tract 5;

**THENCE** North 88°54'08" West, departing the approximate centerline of said County Road No. 483 and the westerly line of said Tract 6, along the southerly line of said Tract 5 and the northerly line of said Tract 1, a distance of 1175.53 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southwest corner of said Tract 5;

**THENCE** North 1°44'46" East, departing the northerly line of said Tract 1, along the westerly line of said Tract 5, passing at a distance of 0.68 feet the southeast corner of a called 3.68 acre tract of land described as Tract I in a deed to Johnny E. Sorrells, as recorded in Instrument No. 20120302000248200 of the Official Public Records of Collin County, Texas, and continuing

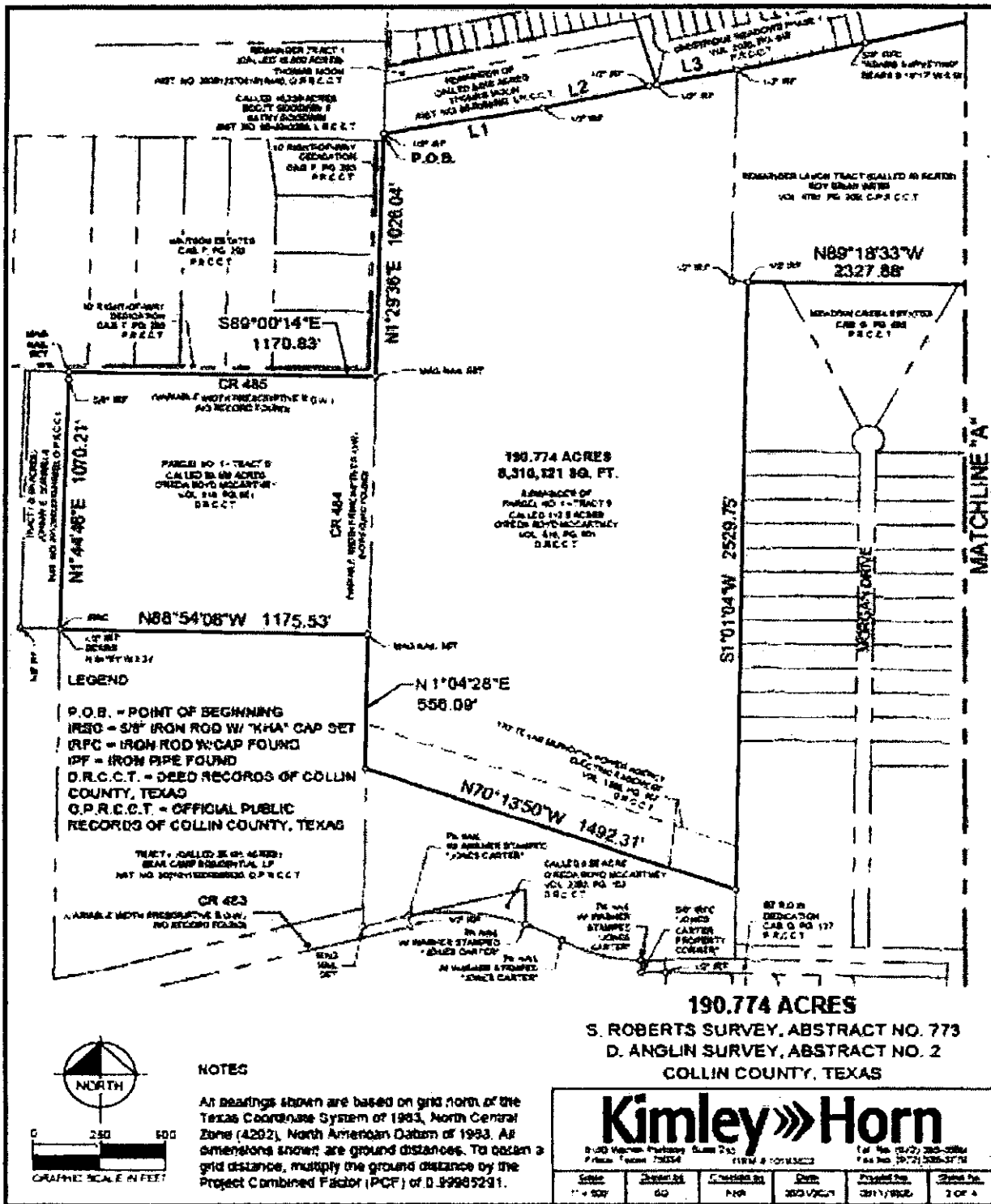
along the same course and along the easterly line of said Tract I, passing at a distance of 1040.21 feet a 5/8 inch iron rod found for witness, and continuing along the same course, for a total distance of 1070.21 feet to a mag nail set for the northwest corner of said Tract 5, common to the northeast corner of said Tract I, being in the centerline of County Road No. 485, a variable width right-of-way, no record found;

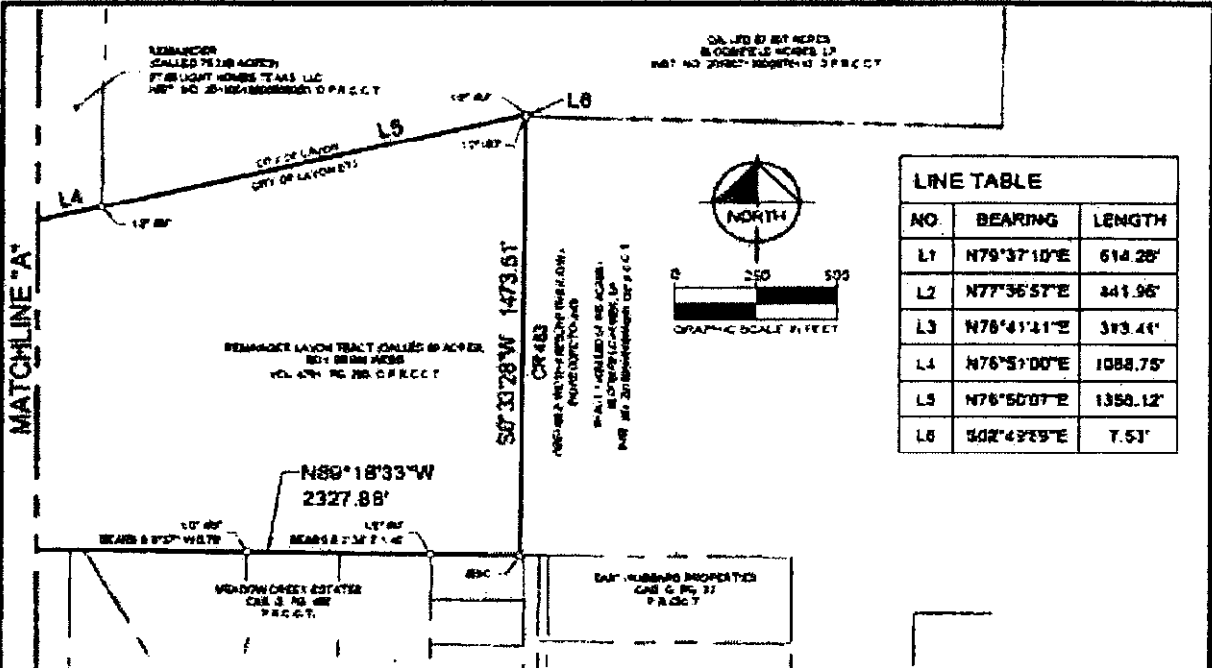
**THENCE** South 89°00'14" East, along the northerly line of said Tract 5 and the centerline of said County Road No. 485, a distance of 1170.83 feet to a mag nail set for the northeast corner of said Tract 5, being on the westerly line of said Tract 6 and in the centerline of said County Road No. 484;

**THENCE** North 1°29'36" East, along the westerly line of said Tract 6 and the centerline of said County Road No. 484, a distance of 1026.04 feet to the **POINT OF BEGINNING** and containing 190.774 acres (8,310,121 square feet) of land, more or less.

EXHIBIT C

DEPICTION OF THE PROPERTY





LINE TABLE		
NO.	BEARING	LENGTH
L1	N79°37'10\"E	614.28'
L2	N77°36'57\"E	441.96'
L3	N76°41'21\"E	313.41'
L4	N76°57'00\"E	1088.75'
L5	N76°50'07\"E	1358.12'
L6	S02°42'29\"E	7.51'

**PRELIMINARY**  
 THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

**190.774 ACRES**  
 S. ROBERTS SURVEY, ABSTRACT NO. 773  
 D. ANGLIN SURVEY, ABSTRACT NO. 2  
 COLLIN COUNTY, TEXAS

SYLVIANA GUNAWAN  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 6461  
 6160 WARREN PKWY., SUITE 210  
 FRISCO, TEXAS 76034  
 PH. 972-338-3580  
 sylviana.gunawan@kimley-horn.com

**Kimley»Horn**

6160 Warren Parkway, Suite 210, Frisco, Texas 76034      Tel No. (972) 338-3580  
 Fax No. (972) 338-3778

Scale	Drawing	Checked by	Date	Project No.	Sheet No.
1" = 500'	SI	KPH	08/11/2020	081170020	4 OF 4

SYLVIANA GUNAWAN IS LICENSED TO SURVEY IN THE STATE OF TEXAS. SHE HAS BEEN LICENSED TO SURVEY IN THE STATE OF TEXAS SINCE JANUARY 2015.

**Schedule of Events for the Creation of a Public Improvement District  
and Levy of Assessments**  
Chapter 372, Local Government Code (the "Act")

Creation:

1. Petition of Property Owners to create PID is filed with the City Secretary (petition may be initiated by City or property owners)
2. Verification by City Secretary that Petition meets requirements of the Act
3. City Council receives petition and calls public hearing
4. Notice of public hearing published (before the 15<sup>th</sup> day before the date of the hearing)
5. Notice of public hearing mailed to property owners (before the 15<sup>th</sup> day before the date of the hearing)
6. Public hearing on creation of PID<sup>(1)</sup>
7. Resolution creating PID<sup>(1)</sup>
8. Publication of Resolution (in its entirety) (20 day, from date of publication, referendum period before construction of PID funded improvements may begin)

Assessment:

9. Appraisal of benefits
10. Preparation of proposed assessment roll
11. Proposed assessment roll approved by City Council and filed with City Secretary
12. City Council calls public hearing on assessment roll<sup>(1)</sup>
13. Notice of public hearing published (before the 10<sup>th</sup> day before the date of the hearing)
14. Notice of public hearing mailed to property owners by City Secretary upon filing of proposed assessment roll (before the 10<sup>th</sup> day before the date of the hearing)
15. Public hearing on proposed assessment roll<sup>(2)</sup>
16. Ordinance levying assessments<sup>(2)</sup>
17. Assessment ordinance filed in County real property records

(1) May be scheduled and occur at the same meeting.

(2) May be scheduled and occur at the same meeting.

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2021-09-12**

Trails of Lavon Development – PID Petition

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, ACCEPTING A PETITION TO CREATE THE TRAILS OF LAVON PUBLIC IMPROVEMENT DISTRICT AND CALLING FOR A PUBLIC HEARING.**

**WHEREAS**, Chapter 372 of the Texas Local Government Code (the “*Act*”) authorizes the creation of public improvement districts; and

**WHEREAS**, on or before September 21, 2021, the owners of real property delivered to the City of Lavon, Texas a petition (the “*Petition*”, which is attached as **Exhibit A**) meeting the requirements of the Act and indicating: (i) the owners of more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment, and (ii) record owners of real property liable for assessment under the proposal who: (A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment; or (B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment within the District have executed the Petition requesting that the City Council create the Trails of Lavon Public Improvement District (the “*District*”); and

**WHEREAS**, the Act states that the Petition is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following: more than fifty percent (50%) of the area of all taxable real property liable for assessment under the proposal, or more than fifty percent (50%) of all record owners of property liable for assessment; and

**WHEREAS**, the Act further requires that prior to the adoption of the resolution creating the District, the City Council must hold a public hearing on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs between the District and the City.

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

**Section 1.** The findings set forth in the recitals of this Resolution are found to be true and correct.

**Section 2.** City staff reviewed the Petition and determined that same complied with the requirements of the Act and the City Council accepts the Petition. The Petition is filed with the office of the City Secretary and is available for public inspection.

**Section 3.** The City Council calls a public hearing to be scheduled at or after 7:00 p.m. on October 19, 2021 to be held at Lavon City Hall, 120 School Road, Lavon, Texas on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs between the District and the City. Attached hereto as **Exhibit B** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved. All residents and property owners within the District, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the creation of the District.

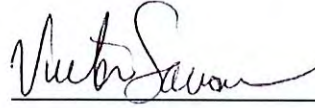
**Section 4.** The Public Hearing may be adjourned from time to time. Upon the closing of the Public Hearing, the City Council may consider the adoption of a resolution creating the proposed District or may defer the adoption of such a resolution for up to six months. The creation of the proposed District is within the sole discretion of the City Council.

**Section 5.** The City Council hereby authorizes and directs the City Secretary, on or before October 3, 2021, in accordance with the Act, to: (a) publish notice of the public hearing in a newspaper of general circulation in the City and in the part of the extraterritorial jurisdiction of the City in which the District is to be located; and (b) mail notice of the public hearing to the owners of property located in the proposed District as reflected on the tax rolls.

*[Remainder of page left blank intentionally.]*

PASSED AND APPROVED THIS THE 21ST DAY OF SEPTEMBER, 2021.

CITY OF LAVON, TEXAS



VICKI SANSON, MAYOR

ATTEST:



RAE NORTON, CITY SECRETARY



**EXHIBIT A**  
**PETITION FOR CREATION**

**PETITION FOR THE CREATION OF A  
PUBLIC IMPROVEMENT DISTRICT BY  
THE CITY OF LAVON, TEXAS,  
FOR THE TRAILS OF LAVON DEVELOPMENT**

This petition (the "Petition") is submitted and filed with the City Secretary of the City of Lavon, Texas (the "City"), by Carolyn McCartney Culbert, Janet McCartney Johnson, Blake Boyd McCartney, Roy Brian Webb, and Andrea Kay Campbell (collectively, the "Owners"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), requesting that the City create a public improvement district (the "District") to include property collectively owned by the Owners and located within the extraterritorial jurisdiction or corporate limits of the City (the "Property"), more particularly described in Exhibit A and depicted in Exhibit B. In support of this Petition, the Owners would present the following:

1. General Nature of the Authorized Improvements. The purposes of the District include the design, acquisition, and construction of public improvement projects authorized by §372.003(b) of the Act that are necessary for development of the Property, which public improvements will include, but not be limited to, water and wastewater system improvements, drainage improvements, streets, roadway improvements, sidewalks, right-of-way acquisition, utility easement acquisition, and other improvement projects (collectively, the "Authorized Improvements"). These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property.

2. Estimated Cost of the Authorized Improvements. The Owners estimate that the cost to design, acquire, and construct the Authorized Improvements is \$40,000,000.

3. Boundaries of the Proposed District. The District is proposed to include the Property.

4. Proposed Method of Assessment. The City shall levy an assessment on each residential lot within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may be paid in full at any time (including accrued and unpaid interest) or may be paid in annual installments (including interest and debt). The assessments must be paid in amounts necessary to meet annual costs for the Authorized Improvements and must continue for a period necessary to retire the indebtedness on the Authorized Improvements.

5. Proposed Apportionment of Cost between the District and the City. The City shall not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from (i) the proceeds of bonds to be issued by the District, which bonds will be repaid from the assessments, and (ii) other sources of funds, if any, available to the Owners.

6. Management of the District. The Owners propose that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

7. Owners Request Establishment of the District. The person signing this Petition requests the establishment of the District.

8. Advisory Board. The Owners propose that the District be established and managed without the creation of any advisory body.

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City in support of the creation of the District by the City Commission as herein provided. The undersigned requests that the City Commission grant its consent as above stated.

*[Signature pages follow]*

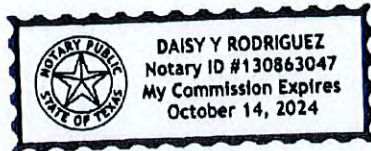
RESPECTFULLY SUBMITTED, on this the 2 day of September, 2021.

OWNERS:

Carolyn McCartney Culbert  
Carolyn McCartney Culbert

STATE OF TEXAS §  
COUNTY OF Dallas §

This instrument was acknowledged before me, on the 2nd day of September, 2021, by Carolyn McCartney Culbert, an individual.



Daisy Rodriguez  
Notary Public in and for the State of Texas

[SEAL]

*[Signature pages follow]*

RESPECTFULLY SUBMITTED, on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

**OWNERS:**

Carolyn McCartney Culbert

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me, on the \_\_\_\_ day of \_\_\_\_\_, 2021, by Carolyn McCartney Culbert, an individual.

Notary Public in and for the State of Texas

[SEAL]

*Janet McCartney Johnson*  
Janet McCartney Johnson

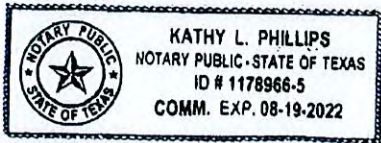
STATE OF TEXAS           §  
  §  
COUNTY OF Hunt §

This instrument was acknowledged before me, on the 2 day of Sept., 2021, by Janet McCartney Johnson, an individual.

Blake B. McCartney  
Blake Boyd McCartney

STATE OF TEXAS       §  
                                  §  
COUNTY OF Dallas   §

This instrument was acknowledged before me, on the 2<sup>nd</sup> day of September, 2021, by Blake Boyd McCartney, an individual.



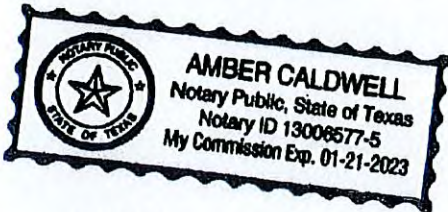
Kathy L. Phillips  
Notary Public in and for the State of Texas

[SEAL]

Roy Brian Webb  
Roy Brian Webb

STATE OF TEXAS       §  
                                  §  
COUNTY OF Ellis     §

This instrument was acknowledged before me, on the 3 day of September, 2021, by Roy Brian Webb, an individual.



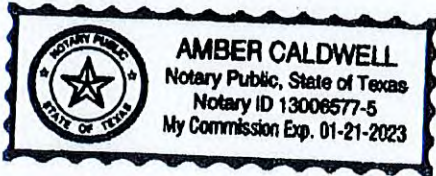
[SEAL]

Amber Caldwell  
Notary Public in and for the State of Texas

Andrea Kay Campbell  
Andrea Kay Campbell

STATE OF TEXAS       §  
                                  §  
COUNTY OF Ellis     §

This instrument was acknowledged before me, on the 3 day of September, 2021, by Andrew Kay Campbell, an individual.



Amber Caldwell  
Notary Public in and for the State of Texas

[SEAL]

### Exhibit A

**BEING** a tract of land situated in the S. Roberts Survey, Abstract No. 773 and the D. Anglin Survey, Abstract No. 2, Collin County, Texas and being all of a called 30.000 acre tract of land described as Parcel No. 1 – Tract 5 – Monkey Run West and portion of a called 112.5 acre tract of land described as Parcel No. 1 – Tract 6 – Monkey Run East in a Partition Deed to O'Reda Boyd McCartney, as recorded in Volume 816, Page 651 of the Deed Records of Collin County, Texas, and also being the remainder of a called 90 acre tract of land described as Tract 1 (Lavon Place) in a Special Warranty Deed to Roy Brian Webb and Andrea Kay Campbell, as recorded in Volume 4761, Page 200 of the Land Records of Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1/2 inch iron rod found for the northwest corner of said Tract 6, common to the southwest corner of a called 5.000 acre tract of land described in a deed to Thomas Moon, as recorded in Instrument No. 96-0085000 of the Official Public Records of Collin County, Texas, being on the easterly line of a called 10.239 acre tract of land described in a deed to Scott Goodwin and Kathy Goodwin, as recorded in Instrument No. 95-0043368 of the Land Records of Collin County, Texas, and in County Road No. 484, a variable width right-of-way, no record found;

**THENCE** North 79°37'10" East, departing said County Road No. 484 and the easterly line of said 10.239 acre tract, along the northerly line of said Tract 6 and the southerly line of said 5.000 acre tract, a distance of 614.28 feet to a 1/2 inch iron rod found for corner;

**THENCE** North 77°36'57" East, continuing along the northerly line of said Tract 6 and the southerly line of said 5.000 acre tract, a distance of 441.96 feet to a 1/2 inch iron rod found for the southeast corner of said 5.000 acre tract, common to the southwest corner of a called 75.249 acre tract of land described in a deed to Starlight Homes of Texas, LLC, as recorded in Instrument No. 20180518000609060 of the Official Public Records of Collin County, Texas;

**THENCE** North 78°41'41" East, continuing along the northerly line of said Tract 6 and the southerly line of said 75.249 acre tract, a distance of 313.41 feet to a 1/2 inch iron rod found for the northerly northeast corner of said Tract 6, same being on northerly line of said 90 acre tract;

**THENCE** North 76°51'00" East, along the northerly line of said 90 acre tract and the southerly line of said 75.249 acre tract, a distance of 1088.75 feet to a 1/2 inch iron rod found for the southeast corner of said 75.249 acre tract, common to the southwest corner of a called 92.267 acre tract of land described in a deed to Bloomfield Homes, LP, as recorded in Instrument No. 20180713000870110 of the Official Public Records of Collin County, Texas;

**THENCE** North 76°50'07" East, continuing along the northerly line of said 90 acre tract and along the southerly line of said 92.267 acre tract, a distance of 1358.12 feet to a 1/2 inch iron rod found for the northeast corner of said 90 acre tract, common to an ell corner of said 92.267 acre tract;

**THENCE** South 2°49'59" East, along the easterly line of said 90 acre tract and the southerly line of said 92.267 acre tract, a distance of 7.53 feet to a 1/2 inch iron rod found for an exterior corner

of said 92.267 acre tract, common to the northwest corner of a called 57.075 acre tract of land described as Tract 1 in a deed to Bloomfield Homes, LP, as recorded in Instrument No. 2018050000655680 of the Official Public Records of Collin County, Texas, same being on the westerly right-of-way line of County Road No. 483, a variable width right-of-way, no record found;

**THENCE** South 0°33'28" West, continuing along the easterly line of said 90 acre tract, along the westerly line of said 57.075 acre tract and the westerly right-of-way line of said County Road No. 483, a distance of 1473.51 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 90 acre tract, common to the northerly southwest corner of said 57.075 acre tract, being on the northerly line of Meadow Creek Estates, according to the plat thereof recorded in Cabinet G, Page 485 of the Plat Records of Collin County, Texas;

**THENCE** North 89°18'33" West, departing the westerly right-of-way line of said County Road No. 483, along the southerly line of said 90 acre tract and the northerly line of said Meadow Creek Estates, a distance of 2327.88 feet to a 1/2 inch iron rod found for the northwest corner of said Meadow Creek Estates, common to the southerly northeast corner of aforesaid 112.5 acre tract;

**THENCE** South 1°01'04" West, departing the southerly line of said 90 acres, along the easterly line of said Tract 6 and the westerly line of said Meadow Creek Estates, a distance of 2529.75 feet to a point for corner on the southerly line of a 170 foot wide Texas Municipal Power Agency Electric Easement, as recorded in Volume 1365, Page 407 of the Deed Records of Collin County, Texas;

**THENCE** North 70°13'50" West, departing the easterly line of said Tract 6 and the westerly line of said Meadow Creek Estates, and crossing said Tract 6 and along the southerly line of said easement, a distance of 1492.31 feet to a point for corner on the westerly line of said Tract 6, the easterly line of a called 35.191 acre tract of land described as Tract 1 in a deed to Bear Camp Residential, LP, as recorded in Instrument No. 20210115000095820 of the Official Public Records of Collin County, Texas, and in the approximate centerline of aforesaid County Road No. 484;

**THENCE** North 1°04'28" East, departing the southerly line of said easement, along the westerly line of said Tract 6, the easterly line of said 35.191 acre tract, and said County Road No. 484, a distance of 556.09 feet to a mag nail set for the northeast corner of said Tract 1, common to the southeast corner of aforesaid Tract 5;

**THENCE** North 88°54'08" West, departing the approximate centerline of said County Road No. 483 and the westerly line of said Tract 6, along the southerly line of said Tract 5 and the northerly line of said Tract 1, a distance of 1175.53 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southwest corner of said Tract 5;

**THENCE** North 1°44'46" East, departing the northerly line of said Tract 1, along the westerly line of said Tract 5, passing at a distance of 0.68 feet the southeast corner of a called 3.68 acre tract of land described as Tract I in a deed to Johnny E. Sorrells, as recorded in Instrument No. 20120302000248200 of the Official Public Records of Collin County, Texas, and continuing

along the same course and along the easterly line of said Tract I, passing at a distance of 1040.21 feet a 5/8 inch iron rod found for witness, and continuing along the same course, for a total distance of 1070.21 feet to a mag nail set for the northwest corner of said Tract 5, common to the northeast corner of said Tract I, being in the centerline of County Road No. 485, a variable width right-of-way, no record found;

**THENCE** South 89°00'14" East, along the northerly line of said Tract 5 and the centerline of said County Road No. 485, a distance of 1170.83 feet to a mag nail set for the northeast corner of said Tract 5, being on the westerly line of said Tract 6 and in the centerline of said County Road No. 484;

**THENCE** North 1°29'36" East, along the westerly line of said Tract 6 and the centerline of said County Road No. 484, a distance of 1026.04 feet to the **POINT OF BEGINNING** and containing 190.774 acres (8,310,121 square feet) of land, more or less.

**Exhibit B**

**BEING** a tract of land situated in the S. Roberts Survey, Abstract No. 773 and the D. Anglin Survey, Abstract No. 2, Collin County, Texas and being all of a called 30.000 acre tract of land described as Parcel No. 1 - Tract 6 - Monkey Run West and portion of a called 112.5 acre tract of land described as Parcel No. 1 - Tract 6 - Monkey Run East in a Partition Deed to O'Reda Boyd McCartney, as recorded in Volume 816, Page 651 of the Deed Records of Collin County, Texas, and also being the remainder of a called 90 acre tract of land described as Tract 1 (Lawn Place) in a Special Warranty Deed to Roy Brian Webb and Andrea Kay Campbell, as recorded in Volume 4781, Page 200 of the Land Records of Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1/2 inch iron rod found for the northwest corner of said Tract 6, common to the southwest corner of a called 5.000 acre tract of land described in a deed to Thomas Moon, as recorded in Instrument No. 06-0085000 of the Official Public Records of Collin County, Texas, being on the easterly line of a called 10.239 acre tract of land described in a deed to Scott Goodwin and Kathy Goodwin, as recorded in Instrument No. 05-0043388 of the Land Records of Collin County, Texas, and in County Road No. 484, a variable width right-of-way, no record found.

**THENCE** North 79°37'10" East, departing said County Road No. 484 and the easterly line of said 10.239 acre tract, along the northerly line of said Tract 6 and the southerly line of said 5.000 acre tract, a distance of 614.28 feet to a 1/2 inch iron rod found for corner;

**THENCE** North 77°36'57" East, continuing along the northerly line of said Tract 6 and the southerly line of said 5.000 acre tract, a distance of 441.88 feet to a 1/2 inch iron rod found for the southeast corner of said 5.000 acre tract, common to the southwest corner of a called 75.249 acre tract of land described in a deed to Starlight Homes of Texas, L.L.C., as recorded in Instrument No. 201805180008000000 of the Official Public Records of Collin County, Texas;

**THENCE** North 78°41'41" East, continuing along the northerly line of said Tract 6 and the southerly line of said 75.249 acre tract, a distance of 313.41 feet to a 1/2 inch iron rod found for the northerly northeast corner of said Tract 6, same being on northerly line of said 90 acre tract;

**THENCE** North 76°51'00" East, along the northerly line of said 90 acre tract and the southerly line of said 75.249 acre tract, a distance of 1088.76 feet to a 1/2 inch iron rod found for the southeast corner of said 75.249 acre tract, common to the southwest corner of a called 92.267 acre tract of land described in a deed to Bloomfield Homes, LP, as recorded in Instrument No. 20180713000870110 of the Official Public Records of Collin County, Texas;

**THENCE** North 76°50'07" East, continuing along the northerly line of said 90 acre tract and along the southerly line of said 92.267 acre tract, a distance of 1358.12 feet to a 1/2 inch iron rod found for the northeast corner of said 90 acre tract, common to an all corner of said 92.267 acre tract;

**THENCE** South 2°49'58" East, along the easterly line of said 90 acre tract and the southerly line of said 92.267 acre tract, a distance of 7.53 feet to a 1/2 inch iron rod found for an exterior corner of said 92.267 acre tract, common to the northeast corner of a called 57.075 acre tract of land described as Tract 1 in a deed to Bloomfield Homes, LP, as recorded in Instrument No. 2018058000866880 of the Official Public Records of Collin County, Texas, same being on the westerly right-of-way line of County Road No. 483, a variable width right-of-way, no record found;

**THENCE** South 0°33'28" West, continuing along the easterly line of said 90 acre tract, along the westerly line of said 57.075 acre tract and the westerly right-of-way line of said County Road No. 483, a distance of 1473.61 feet to a 6/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 90 acre tract, common to the northerly southwest corner of said 57.075 acre tract, being on the northerly line of Meadow Creek Estates, according to the plat thereof recorded in Cabinet G, Page 485 of the Plat Records of Collin County, Texas.

Continued on Sheet 2

**190.774 ACRES**  
 S. ROBERTS SURVEY, ABSTRACT NO. 773  
 D. ANGLIN SURVEY, ABSTRACT NO. 2  
 COLLIN COUNTY, TEXAS

<b>Kimley»Horn</b>					
6410 Warren Parkway, Suite 212 Frisco, Texas 75034		PH: 972.259.3122		Fax: 972.259.3880 Fax: 972.259.3775	
<b>NAME</b>	<b>CREATED BY</b>	<b>CREATED ON</b>	<b>DATE</b>	<b>PROJECT NO.</b>	<b>SHEET NO.</b>
WA	ELC	KHA	08/26/2021	201118322	1 OF 4

Continued from Sheet 1

THENCE North 89°18'33" West, departing the westerly right-of-way line of said County Road No. 483, along the southerly line of said 90 acre tract and the northerly line of said Meadow Creek Estates, a distance of 2327.88 feet to a 1/2 inch iron rod found for the northwest corner of said Meadow Creek Estates, common to the southerly northeast corner of aforesaid 112.6 acre tract.

THENCE South 1°01'04" West, departing the southerly line of said 90 acres, along the easterly line of said Tract 6 and the westerly line of said Meadow Creek Estates, a distance of 2529.75 feet to a point for corner on the southerly line of a 170 foot wide Texas Municipal Power Agency Easement, as recorded in Volume 1368, Page 407 of the Deed Records of Collin County, Texas;

THENCE North 79°13'50" West, departing the easterly line of said Tract 6 and the westerly line of said Meadow Creek Estates, and crossing said Tract 6 and along the southerly line of said easement, a distance of 1492.31 feet to a point for corner on the westerly line of said Tract 6, the easterly line of a called 38.191 acre tract of land described as Tract 1 in a deed to Bear Camp Residential, LP, as recorded in Instrument No. 20210115000085828 of the Official Public Records of Collin County, Texas, and in the approximate centerline of aforesaid County Road No. 484;

THENCE North 1°04'28" East, departing the southerly line of said easement, along the westerly line of said Tract 6, the easterly line of said 38.191 acre tract, and said County Road No. 484, a distance of 536.08 feet to a mag nail set for the northeast corner of said Tract 1, common to the southeast corner of aforesaid Tract 5;

THENCE North 88°54'08" West, departing the approximate centerline of said County Road No. 483 and the westerly line of said Tract 6, along the southerly line of said Tract 6 and the northerly line of said Tract 1, a distance of 1175.53 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said Tract 6;

THENCE North 1°44'46" East, departing the northerly line of said Tract 1, along the westerly line of said Tract 5, passing at a distance of 0.68 feet the southeast corner of a called 3.68 acre tract of land described as Tract L in a deed to Johnny E. Somell, as recorded in Instrument No. 20120382000248200 of the Official Public Records of Collin County, Texas, and continuing along the same course and along the easterly line of said Tract 1, passing at a distance of 1040.21 feet a 5/8 inch iron rod found for witness, and continuing along the same course, for a total distance of 1070.21 feet to a mag nail set for the northwest corner of said Tract 5, common to the northeast corner of said Tract 1, being in the centerline of County Road No. 485, a variable width right-of-way, no record found;

THENCE South 89°00'14" East, along the northerly line of said Tract 5 and the centerline of said County Road No. 485, a distance of 1170.63 feet to a mag nail set for the northeast corner of said Tract 5, being on the westerly line of said Tract 6 and in the centerline of said County Road No. 484;

THENCE North 1°29'30" East, along the westerly line of said Tract 6 and the centerline of said County Road No. 484, a distance of 1026.04 feet to the POINT OF BEGINNING and containing 190.774 acres (8,310,121 square feet) of land, more or less.

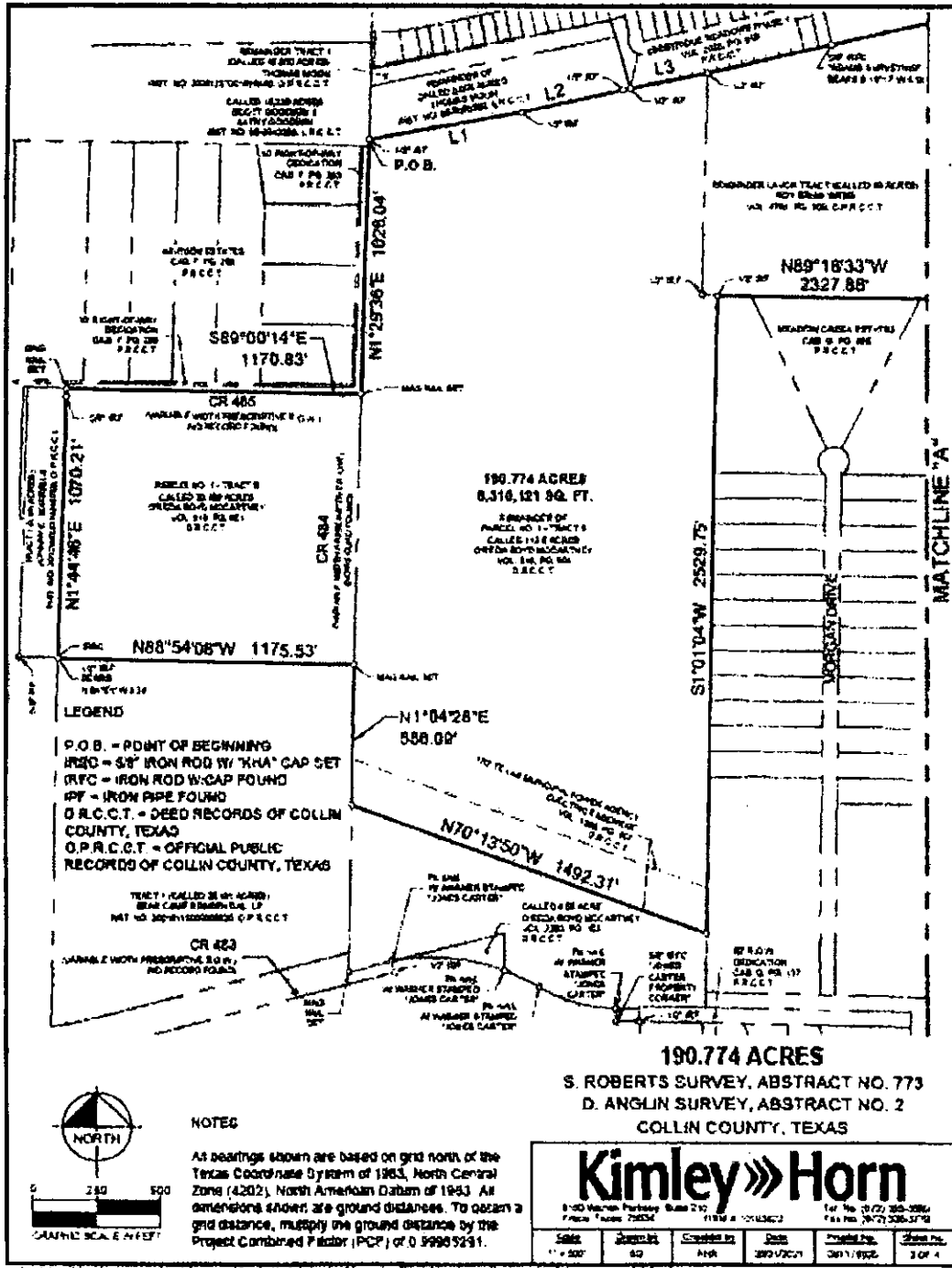
**PRELIMINARY**  
THIS DOCUMENT SHALL  
NOT BE RECORDED FOR  
ANY PURPOSE AND  
SHALL NOT BE USED OR  
VIEWED OR RELIED  
UPON AS A FINAL  
SURVEY DOCUMENT

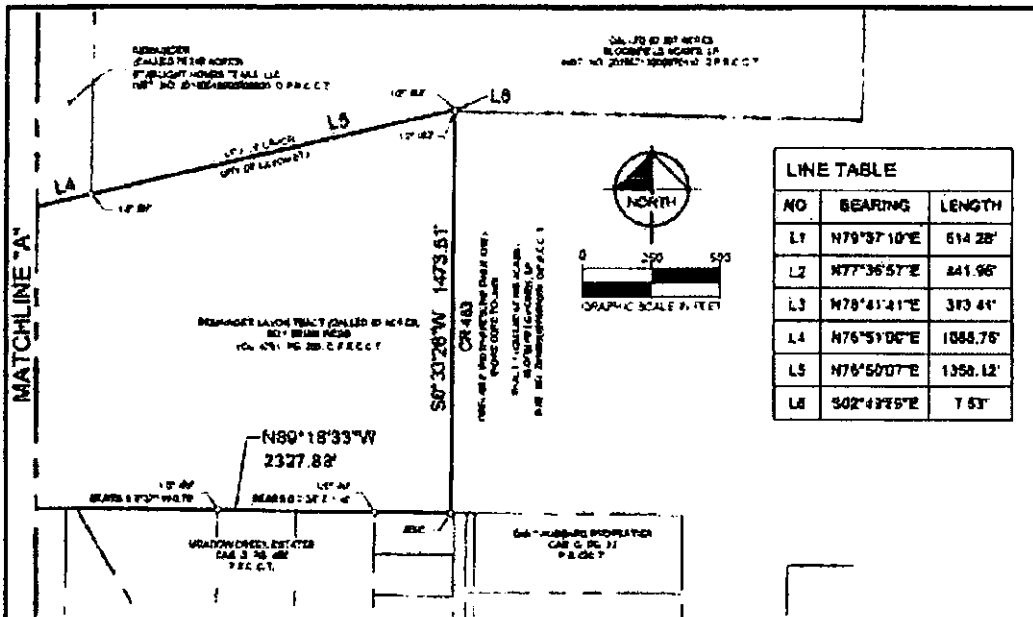
SYLVANA GUMARIAN  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6481  
6169 WARREN PKWY., SUITE 210  
PRISCO, TEXAS 75034  
PH. 972-338-3280  
sylvana.gumarian@kimley-horn.com

**190.774 ACRES**  
S. ROBERTS SURVEY, ABSTRACT NO. 773  
D. ANGLIN SURVEY, ABSTRACT NO. 2  
COLLIN COUNTY, TEXAS

<b>Kimley»Horn</b>	
4100 Highway 190, Suite 300 Dallas, Texas 75244 Tel: (972) 382-2000 Fax: (972) 382-3770	1100 W. 107th Street Dallas, Texas 75241 Tel: (972) 382-2000 Fax: (972) 382-3770
Name: SGR	Created by: SGR
Date: 08/17/2024	Sheet No.: 2 of 4

SURVEYOR SYLVANA GUMARIAN 08/17/2024 10:58 AM P. TXL. BEARING 011° N 232.470' N TRACT 190.774 ACRES S. ROBERTS SURVEY ABSTRACT NO. 773





LINE TABLE		
NO	BEARING	LENGTH
L1	N79°37'10"E	614.28'
L2	N77°36'57"E	441.96'
L3	N78°41'41"E	383.44'
L4	N76°51'06"E	1088.76'
L5	N78°50'07"E	1358.12'
L6	S02°43'25"E	7.53'

**PRELIMINARY**

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

SYLVIANA GUNAWAN  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 6461  
 6166 WARREN PKWY., SUITE 210  
 FORT WORTH, TEXAS 76034  
 PH. 972-335-3580  
 sylviana.gunawan@kimley-horn.com

190.774 ACRES  
 S. ROBERTS SURVEY, ABSTRACT NO. 773  
 D. ANGLIN SURVEY, ABSTRACT NO. 2  
 COLLIN COUNTY, TEXAS

**Kimley»Horn**

1100 North Parkway, Suite 200, Fort Worth, TX 76104  
 Tel No: (817) 335-1000 Fax No: (817) 335-3179

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SG	ML	08/12/2009	081170000	4 OF 4

COURT: SYLVIANA GUNAWAN IS AN EMPLOYEE OF KIMLEY-HORN AND HER ACTIONS IN THIS CAPACITY ARE THE SOLE PROPERTY OF KIMLEY-HORN.

## EXHIBIT B

### CITY OF LAVON, TEXAS NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended, notice is hereby given that the City Council of the City of Lavon, Texas ("Lavon"), will hold a public hearing to accept public comments and discuss the petition (the "Petition"), filed by Carolyn McCartney Culbert, Janet McCartney Johnson, Blake Boyd McCartney, Roy Brian Webb and Andrea Kay Campbell (collectively, the "Petitioners"), requesting that Lavon create the Trails of Lavon Public Improvement District (the "District") to include property owned by the Petitioners.

**Time and Place of the Hearing.** The public hearing will start at or after 7:00 p.m. on October 19, 2021 at Lavon City Hall, 120 School Road, Lavon, Texas 75166.

**General Nature of the Proposed Authorized Improvements.** The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code, as amended (the "Act"), that are necessary for the development of the property within the District, which public improvements may include, but not be limited to: water and wastewater system improvements, drainage improvements, street, roadway and sidewalk improvements, right-of-way acquisition, utility easement acquisition, and other improvement projects; payment of costs associated with operating and maintaining the public improvements listed above; payment of costs associated with developing and financing the public improvements listed above; and costs of establishing, administering, and operating the District (the "Authorized Improvements").

**Estimated Cost of the Authorized Improvements.** The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is \$40,000,000.

**Proposed District Boundaries.** The District is proposed to include approximately ±190.774 acres of land in Lavon's extraterritorial jurisdiction situated in the S. Roberts Survey, Abstract No. 773 and the D. Anglin Survey, Abstract No. 2, Collin County, State of Texas, and generally located east and southwest of the intersection of CR 485 and CR 484, northeast of the intersection of CR 484 and CR 483, and as more particularly described by a metes and bounds description available at Lavon City Hall located at 120 School Road, Lavon, Texas 75166 and available for public inspection.

**Proposed Method of Assessment.** Lavon shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and debt), and certain assessments may be paid in annual installments (including interest and debt). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness issued to finance or refinance those Authorized Improvements (including interest).

**Proposed Apportionment of Cost between the District and Lavon.** Lavon will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District property. The Petitioners may also pay certain costs of the improvements from other funds available to it as developer of the District.



## CITY OF LAVON Agenda Brief

MEETING: October 19, 2021

ITEM: 7 – F

**Item:**

Public hearing, discussion, and action regarding an application to amend Ordinance No. **2019-07-04** that established the LakePointe Planned Development (PD), Section 3.1 of the Zoning Development Design Guidelines and Concept, to add 4 single-family residential lots for a total of 221 lots on a 44.633-acre parcel of land identified as the LakePointe Addition Phase 3 (CCAD Prop ID 2663916), southeast of the intersection of SH 78 and FM 6, Lavon, Texas, requested by LDC Lavon, LLC / Lavon LakePointe Development, LLC.

- 1) Presentation of request.
- 2) **PUBLIC HEARING** to receive comments regarding the request.
- 3) Discussion and action regarding the request and accompanying Ordinance No. **2021-10-06**.

### **Application Information**

**Developer(s):** LDC Lavon, LLC

**Applicant:** LDC Lavon, LLC / Lavon LakePointe Development, LLC

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

**Description:** Phase 3, LakePointe, Samuel M. Rainer Survey, Abstract No. 740, CCAD property ID 2663916, Collin County, Texas (44.633 acres)

**Current Zoning:** Planned Development for Single Family (PD-SF)

**Request:** Request to amend Section 3.1 of the Zoning Development Design Guidelines and Concept, to add 4 single-family residential lots for a total of 221 lots.

### **Background**

With the approval of a development agreement and the adoption of Ordinance No. **2019-07-04**, the City Council approved design guidelines and planned development zoning for Single Family (PD-SF) and Mixed Use (PD-MU) for the LakePointe addition consisting of 700 dwelling units and 1 retail lot on 200.909 acres.

Final plats for Phase 1, and Phases 2A and 2B were approved on October 15, 2019 and November 3, 2020, respectively. The final plat for Phase 1 containing 223 lots has been recorded and homes are

presently under construction. The developer is nearing completion of the infrastructure construction in Phases 2A and 2B consisting of 260 lots and is in the initial stages of preparing the final plat and civil engineering plans for Phase 3, the final residential phase.

### **Request Details**

The applicant is seeking to increase the approved density and number of lots in Phase 3 by four (4) lots for a total of 221 lots in Phase 3 and a total of 704 lots in the entire development. The developer committed that the additional proposed lots will not reduce any of the open space planned and approved in the zoning concept plan. The developer further stated that the lots are located in excess area that became apparent during the land planning process.

***Excerpts:*** Development Agreement, approved by Resolution 2018-03-03 Ordinance No. 2019-07-04 , Exhibit C, Article III. Residential Planning Area and Development Standards, 3.1 Density in Residential Planning Area

### **EXHIBIT C - RESIDENTIAL PLANNING AREA DEVELOPMENT STANDARDS**

3.1 Density in Residential Planning Area. The maximum number of residential dwellings within the Residential Planning Area shall not exceed 700. All lots shall conform to the standards as reflected in Exhibit 5 attached hereto.

The applicant proposes that the standards be amended as follows and indicated in red:

3.1 Density in Residential Planning Area. The maximum number of residential dwellings within the Residential Planning Area shall not exceed ~~700~~**704700**. All lots shall conform to the standards as reflected in Exhibit 5 attached hereto.

No other changes to the Planned Development Ordinance are proposed.

### **Planning and Zoning Commission Report:**

**MOTION: RECOMMEND APPROVAL OF AN APPLICATION TO AMEND ORDINANCE NO. 2019-07-04 THAT ESTABLISHED THE LAKEPOINTE PLANNED DEVELOPMENT (PD), SECTION 3.1 OF THE ZONING DEVELOPMENT DESIGN GUIDELINES AND CONCEPT, TO ADD 4 SINGLE-FAMILY RESIDENTIAL LOTS FOR A TOTAL OF 221 LOTS ON A 44.633-ACRE PARCEL OF LAND IDENTIFIED AS THE LAKEPOINTE ADDITION PHASE 3 (CCAD PROP ID 2663916), LAVON, TEXAS, SOUTHEAST OF THE INTERSECTION OF SH 78 AND FM 6.**

**MOTION MADE: TIEGS**

**SECONDED: NABORS**

**APPROVED: 3-1**

**FOR: NABORS, ROSENQUIST, TIEGS**

**AGAINST: BEDELL, SMITH**

***Staff Notes:***

The proposed application is consistent with the Future Land Use Plan and the Comprehensive Plan.

The requisite public hearing notice was published in the newspaper and posted on the website, and zoning change signs were placed on the property. Fourteen (14) neighbor notices were mailed to the owners of property located within 200 feet of the applicant's property. Two (2) notices were returned one in opposition to the request and one in favor of the request.

- Attachments:**
1. Location Exhibits
  2. Proposed Ordinance
  3. Application
  4. Public Hearing Notice and spreadsheet

# City of Lavon

Zoning Map  
August 31, 2021

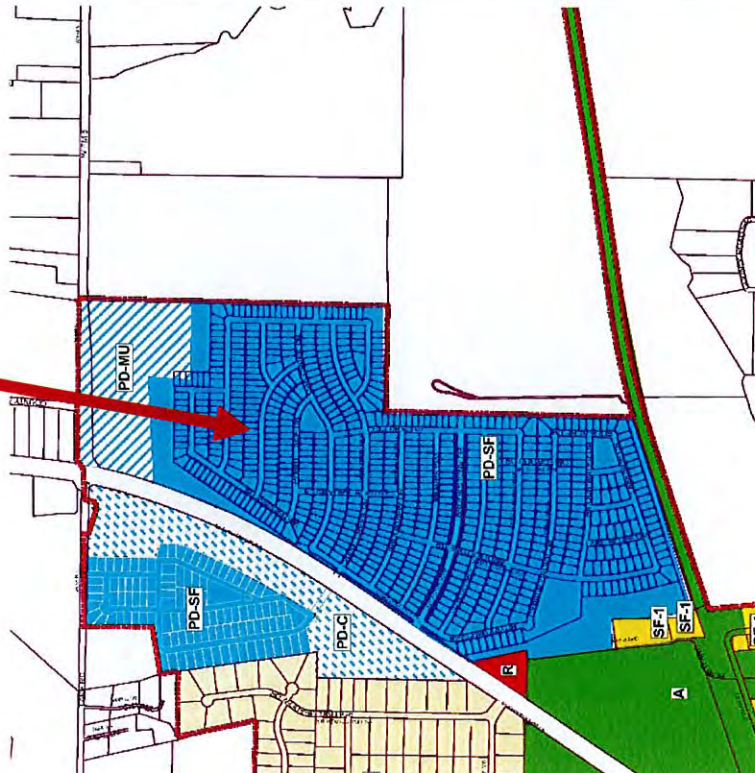


1 inch = 600 feet

## Legend

- LOT
- ROW
- LAVON CITY LIMITS
- ZONING**
- AGRICULTURAL, A
- MAIN STREET, M
- SINGLE FAMILY-1, SF-1
- SINGLE FAMILY-2, SF-2
- RETAIL, R
- PLANNED DEVELOPMENT - SINGLE FAMILY, PD-SF
- PLANNED DEVELOPMENT - MIXED USE, PD-MU
- PLANNED DEVELOPMENT - COMMERCIAL, PD-C
- PLANNED DEVELOPMENT, PD-B

# Zoning Map





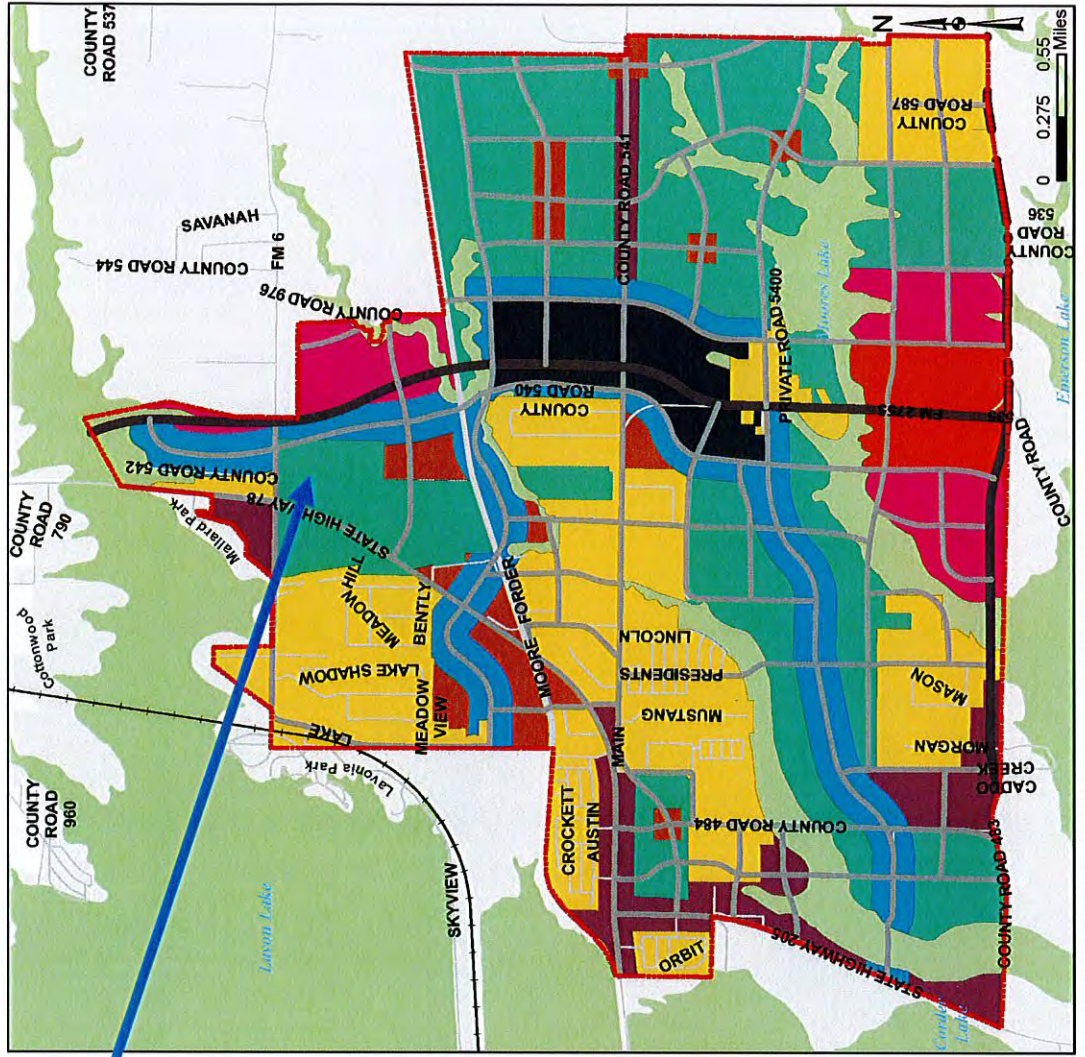
# Lavon Future Land Use Plan

Source: Ideation Planning, Lee Engineering, 2019

## Future Land Use Plan

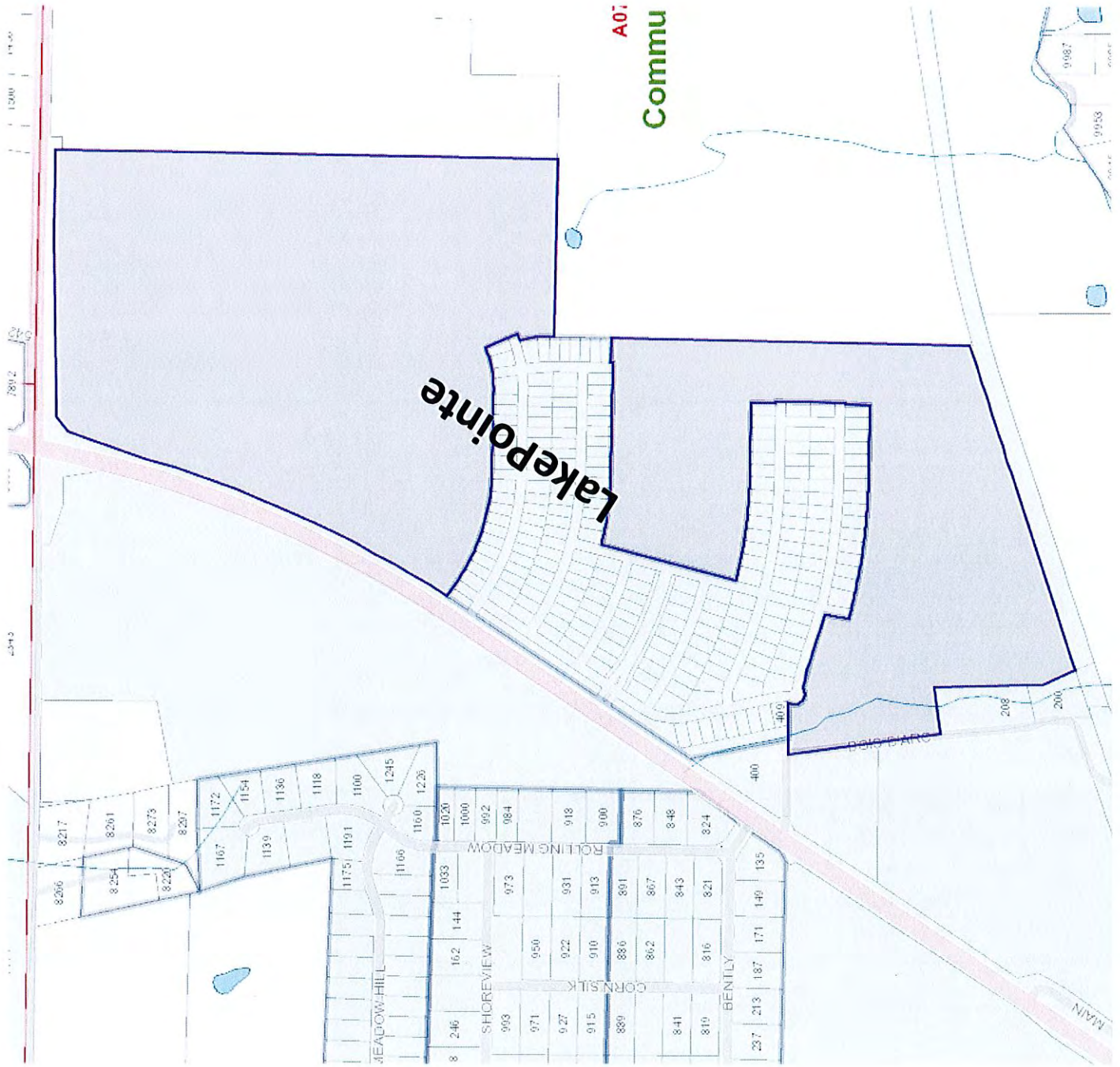
### Legend

- Floodplain
- Regional Mixed-Use 2
- Creative Lakes District
- Lake Connector Corridor
- Regional Mixed-Use 1
- Existing Neighborhood
- Potential Future Lavon
- KCS Railway
- MTP Roadway
- Freeway (Collin County)
- Freeway (Collin County)
- Freeway (Collin County)



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

# Location Exhibit LakePointe



**CITY OF LAVON, TEXAS**  
**ORDINANCE NO. 2021-10-05**

Amend LakePointe PD Zoning – Addition of 4 Lots

**AN ORDINANCE OF THE CITY OF LAVON, TEXAS AMENDING THE ZONING ORDINANCE OF THE CODE OF ORDINANCES TO AMEND ORDINANCE NO. 2019-07-04, AS AMENDED, THAT ESTABLISHED THE LAKEPOINTE PLANNED DEVELOPMENT (PD), SECTION 3.1 OF THE ZONING DEVELOPMENT DESIGN GUIDELINES AND CONCEPT, TO ADD 4 SINGLE-FAMILY RESIDENTIAL LOTS FOR A TOTAL OF 221 LOTS ON A 44.633-ACRE PARCEL OF LAND IDENTIFIED AS THE LAKEPOINTE ADDITION PHASE 3 (CCAD PROP ID 2663916), LAVON, TEXAS, SOUTHEAST OF THE INTERSECTION OF SH 78 AND FM 6; PROVIDING A SAVINGS CLAUSE; A CUMULATIVE REPEALER CLAUSE; A SEVERABILITY CLAUSE; A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Planned Development (PD) District established by Ordinance No. 2019-07-04 and the Development Agreement for the LakePointe Addition provide for a maximum number of single-family residential lots of 700 lots; and

**WHEREAS**, a request has been submitted by the owner to amend the maximum number of lots to 704 by increasing the number of lots in Phase 3 of the development; and

**WHEREAS**, the Planning and Zoning Commission of the City of Lavon and the City Council of the City of Lavon, in compliance with the laws of the State of Texas, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested, and the City Council of the City of Lavon is of the opinion and finds that said changes should be granted and that the Comprehensive Zoning Ordinance should be amended.

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

**SECTION I. INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

**SECTION 2. AMENDMENT**

EXHIBIT C, ARTICLE III. RESIDENTIAL PLANNING AREA AND DEVELOPMENT STANDARDS, 3.1 Density in Residential Planning Area shall be replaced and amended to read as follows:

3.1 Density in Residential Planning Area. The maximum number of residential dwellings within the Residential Planning Area shall not exceed 700. All lots shall conform to the standards as reflected in Exhibit 5 attached hereto.

### **SECTION 3. SAVINGS**

That all rights and remedies of the City of Lavon are expressly saved as to any and all violations of the provisions of any Ordinances regulating, affecting, or relating to zoning, land use and/or development which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

### **SECTION 4. CUMULATIVE REPEALER**

That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

### **SECTION 5. SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

### **SECTION 6. PENALTY**

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day or part of a day during or on which a violation occurs or continues. Further, if the governing body of the City of Lavon determines that a violation of this Ordinance creates a threat to the public safety, the City may bring suit in the District Court to enjoin such violation and may exercise all available remedies as allowed by law.

### **SECTION 7. PUBLICATION**

The City Secretary of the City of Lavon is hereby directed to publish the Caption, Penalty and Effective Date of this Ordinance as required by Section 52.011 of the Texas Local Government Code.

**SECTION 8. EFFECTIVE DATE**

That this Ordinance shall be in full force and effect from and after its date of passage, in accordance with law, and it is so ordained.

**DULY PASSED and APPROVED** by the City Council of the City of Lavon, Texas, on the 19<sup>th</sup> day of October 2021.

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

**ATTEST:**

\_\_\_\_\_  
Rae Norton, City Secretary



**CITY OF LAVON**  
 120 School Road • P.O. Box 340  
 Lavon, TX 75166  
 Phone (972) 843-4220  
 lmccleendon@lavontx.gov

RECEIVED  
 AUG 27 2021  
 CITY OF LAVON

**Request for a Change in Zoning**

Fee: \$500 + \$20 per acre

LDC Lavon, LLC / Lavon LakePointe Development, LLC      08/27/21  
 Applicants Name      Date

Steve Lenart      972-422-9880  
 Representative or Agent      Phone Number

520 Central Pkwy E. #104      Plano, TX. 75074  
 Street      City, State, Zip

LakePointe Blvd & HWY 78 (East Side)  
 Location of Property

Refer to Exhibit A (Attached)      Ordinance No. 2019-07-04  
 Legal Description of Property      Current Zoning

Check which zoning category you wish to change to:

Lot Size:  ½ acre or more       ¾ acre or more       1 acre or more

- Single Family – 1 (1800 sq. ft. min. home)       Retail
- Single Family – 2 (1500 sq. ft. min. home)       Business District 1 / 2
- Single Family – 3 (1200 sq. ft. min. home)       Planned Development
- Special Use Permit       Mobile Home District
- Other: \_\_\_\_\_

1. Beer & Wine - \$500.00 per year (or any portion of a year) each such permit shall be renewed each year on January 1<sup>st</sup>. Renewal fees shall be the same amount as the original fee.
2. Other - \$100.00 plus any inspections. This includes Christmas tree sales, outside commercial sales, construction shacks, sales trailers, or similar uses.

Signature of Applicant or Representative: \_\_\_\_\_

\* Cost shall include: Actual cost to City plus a 10% administrative fee. These fees are in addition to required permit fee.

For Office Use Only

Date Received: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Fee Paid: \_\_\_\_\_

Next P & Z Meeting: \_\_\_\_\_ Next City Council Meeting: \_\_\_\_\_

**AMENDMENT TO ORDINANCE NO 2019-07-04 PLANNED DEVELOPMENT LAKEPOINTE**

Ordinance No 2019-07-04 and subsequently amended by Ordinance No. \_\_\_\_\_ . This amendment proposes to amend Section:

ARTICLE I.

GENERAL PROVISIONS

Section 1.1 is amended as follows:

Exhibit 3 Concept Plan is replaced with Exhibit Rev3

Residential Planning Area is amended as follows: Exhibit 2 is replaced with Exhibit Rev2

ARTICLE III.

RESIDENTIAL PLANNING AREAS DEVELOPMENT STANDARDS

Section 3.1 Density in Residential Planning Area is amended as follows: The maximum number of residential dwellings within the Residential Planning Area shall not exceed 704.

Section 3.3(a) Lot Specifications and Layout is amended as follows: The lot layout and specifications shall generally conform to the Concept Plan depicted in Exhibit Rev3.

## EXHIBIT A

### LEGAL DESCRIPTION

#### Lakepoint Phase III

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

BEGINNING, at a ½ inch iron rod found at the most easterly southeast corner of said 200.9089 acre tract;

THENCE, North 88°51'38" West, along a south line of said 200.9089 acre tract, for a distance of 871.25 feet, to a ½ inch iron rod found at an interior ell corner of said 200.9089 acre tract;

THENCE, North 01°09'20" East, for a distance of 59.54 feet, to a point;

THENCE, North 07°55'56" West, for a distance of 108.68 feet, to a point on a non-tangent curve to the left, having a radius of 650.00 feet, a central angle of 02°37'39";

THENCE, along said curve to the left for an arc distance of 29.81 feet (Chord Bearing North 67°51'51" East – 29.81 feet), to a point;

THENCE, North 23°26'58" West, for a distance of 170.00 feet, to a point on a curve to the left, having a radius of 480.00 feet, a central angle of 12°16'46";

THENCE, along said curve to the left for an arc distance of 102.87 feet (Chord Bearing North 60°24'38" East – 102.68 feet), to a point at the point of reverse curvature of a curve to the right, having a radius of 970.00 feet, a central angle of 17°51'38";

THENCE, along said curve to the right for an arc distance of 302.38 feet (Chord Bearing North 63°12'04" East – 301.15 feet), to a point;

THENCE, North 17°52'06" West, for a distance of 170.00 feet, to a point on a non-tangent curve to the left, having a radius of 1140.00 feet, a central angle of 00°42'28";

THENCE, along said curve to the left for an arc distance of 14.09 feet (Chord Bearing South 71°46'39" West – 14.09 feet), to a point on a curve to the left, having a radius of 395.00 feet, central angle of 58°11'51";

THENCE, along said curve to the left for an arc distance of 401.22 feet (Chord Bearing North 59°45'37" West – 384.19 feet), to a point at the point of tangency;

THENCE, North 88°51'33" West, for a distance of 568.53 feet, to a point at the point of curvature of a curve to the right, having a radius 395.00 feet, a central angle of 17°52'25";

THENCE, along said curve to the right for an arc distance of 123.22 feet (Chord Bearing North 79°55'21" West – 122.72 feet), to a point;

THENCE, North 56°13'16" West, for a distance of 234.46 feet, to a point in the west line of said 200.9089 acre tract and being in the east line of Highway 78 (120' R.O.W.), being on a curve to the left, having a radius of 5729.58 feet, a central angle of 04°43'15";

THENCE, continuing along said east and west lines and with said curve to the left for an arc distance of 472.08 feet (Chord Bearing North 24°20'25" East – 471.95 feet), to a point;

THENCE, South 88°51'33" East, departing said east and west lines, for a distance of 168.46 feet, to a point;

THENCE, North 33°46'44" East, for a distance of 344.38 feet, to a point;

THENCE, South 88°51'33" East, for a distance of 624.63 feet, to a point;

THENCE, North 01°01'15" East, for a distance of 9.75 feet, to a point;

THENCE, South 88°58'45" East, for a distance of 120.00 feet, to a point;

THENCE, South 01°01'15" West, for a distance of 300.00 feet, to a point;

THENCE, South 88°51'33" East, for a distance of 579.95 feet, to a point in the east line of said 200.9089 acre tract;

THENCE, South 01°00'58" West, along the east line of said 200.9089 acre tract, for a distance of 1449.67 feet, to the POINT OF BEGINNING and containing 44.633 acres of land.

COMMERCIAL PLANNING AREA

■ 1/4 - 2125 ACRES

BUFFER AREA

■ 1/4 - 650 ACRES

RESIDENTIAL PLANNING AREA

■ 50' LOTS (449)  
3550 ACRES

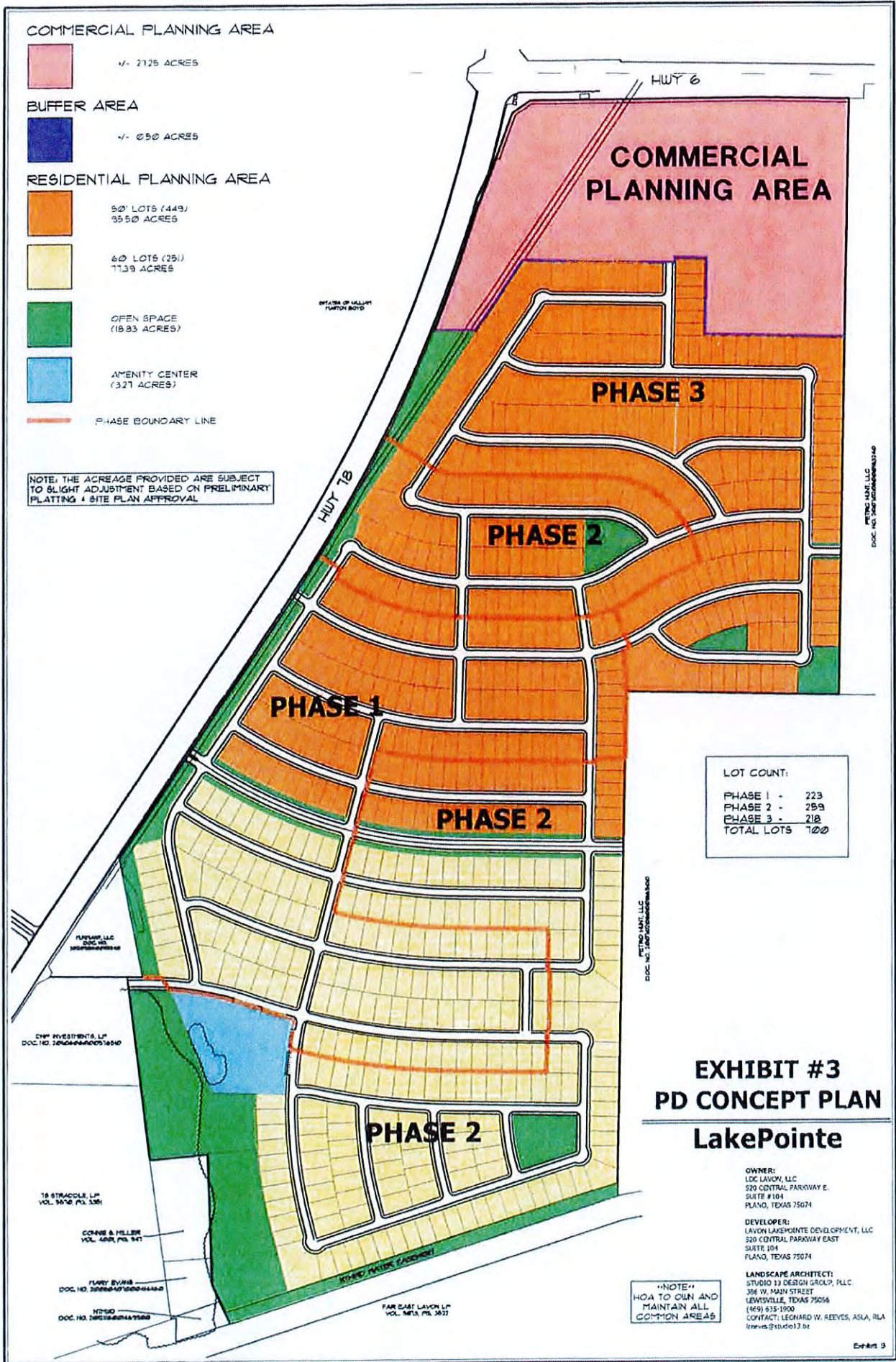
■ 60' LOTS (25)  
17.39 ACRES

■ OPEN SPACE  
(18.83 ACRES)

■ AMENITY CENTER  
(3.27 ACRES)

— PHASE BOUNDARY LINE

NOTE: THE ACREAGE PROVIDED ARE SUBJECT TO SLIGHT ADJUSTMENT BASED ON PRELIMINARY PLATTING & SITE PLAN APPROVAL



LOT COUNT:

PHASE 1	-	223
PHASE 2	-	259
PHASE 3	-	218
TOTAL LOTS		700

**EXHIBIT #3  
PD CONCEPT PLAN  
LakePointe**

OWNER:  
LDC LAVON, LLC  
520 CENTRAL PARKWAY E.  
SUITE #104  
PLANO, TEXAS 75074

DEVELOPER:  
LAVON LAKEPOINTE DEVELOPMENT, LLC  
520 CENTRAL PARKWAY EAST  
SUITE 104  
PLANO, TEXAS 75074

LANDSCAPE ARCHITECT:  
STUDIO 13 DESIGN GROUP, PLLC  
386 W. MAIN STREET  
LEWISVILLE, TEXAS 75056  
(469) 835-1900  
CONTACT: LEONARD W. REEVES, ASLA, RLA  
lreeves@studio13.biz

"NOTE"  
HOA TO OWN AND  
MAINTAIN ALL  
COMMON AREAS

EXHIBIT 3



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

Notice is hereby given that the **Planning and Zoning Commission** will hold a public hearing at the meeting starting at 7:00 PM, Tuesday, **September 28, 2021** at Lavon City Hall, 120 School Rd. Further notice is given that a second public hearing is scheduled where the request and the recommendation of the Planning and Zoning Commission will be considered by the **City Council** at a meeting starting at 7:00 PM, Tuesday, **October 19, 2021** at Lavon City Hall. At such times and place, the Commission and the Council will hear and take action on:

**Request:** Consider an application to amend Ordinance No. 2019-07-04 that established the LakePointe Planned Development (PD), Section 3.1 of the Zoning Development Design Guidelines and Concept, to add 4 single-family residential lots for a total of 221 lots, requested by LDC Lavon, LLC / Lavon LakePointe Development, LLC.

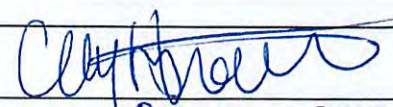
**Property Description:** a 44.633-acre parcel of land identified as the LakePointe Addition Phase 3 (CCAD Prop ID 2663916), southeast of the intersection of SH 78 and FM 6, Lavon, Texas.

Additional information regarding the request is on the reverse of this notice and may be obtained at [cityhall@lavontx.gov](mailto:cityhall@lavontx.gov) or at 972-843-4220. You are receiving this notice because the subject property is located within 200 feet of your property. The public hearing may be continued should an applicant so request. Interested citizens are invited to attend the public hearing and participate in the same.

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

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

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

**Signature:** 

Name (printed): Clayton Baettcher

Address: 5701 Times Sq Blvd.

Phone: 352-443-4632      Email Address: Clayton@bluehavenhomes.com

*You may return this form to:* **City of Lavon**      or via email to: [CityHall@cityoflavon.org](mailto:CityHall@cityoflavon.org)  
**P.O. Box 340**  
**Lavon, Texas 75166**

401 Chase Creek  
LAKEPOINTE PHASE I, BLK G, LOT 1

**RECEIVED**  
**SEP 20 2021**  
**CITY OF LAVON**



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

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

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

Reasons: (attach separate sheet(s) as needed) We feel it is important to have green space in the community for children to play.

Signature: *Kurt Rogers*

Name (printed): Kurt Rogers

Address: 636 Colt Dr Lavon Tx 75166

Phone: 682-283-6873    Email Address: kurtmrogers@gmail.com

You may return this form to: **City of Lavon**    or via email to: [CityHall@cityoflavon.org](mailto:CityHall@cityoflavon.org)  
P.O. Box 340  
Lavon, Texas 75166

636 Colt  
LAKEPOINTE PHASE I (CLA), BLK I, LOT 21

**RECEIVED**  
**SEP 17 2021**  
**CITY OF LAVON**

LakePointe - Zoning Notices

name	mailing	city	state	zip	Phy
Alejandro Luna-Medina	532 Colt	Lavon	TX	75166	532 Colt
Stephen Miller & Francisco Gomez A	540 Colt	Lavon	TX	75166	540 Colt
Enrique Vallejo Sr.	604 Colt	Lavon	TX	75166	604 Colt
Robert & Susan McDonald	612 Colt	Lavon	TX	75166	612 Colt
Daniel Theobald	620 Colt	Lavon	TX	75166	620 Colt
Barlow Staley	628 Colt	Lavon	TX	75166	628 Colt
Kurt & Sunny Leigh Rogers	636 Colt	Lavon	TX	75166	636 Colt
Karlie Covington	409 Chase Creek	Lavon	TX	75166	409 Colt
Blue Haven Homes LLC	P.O. Box 30206	Amarillo	TX	79120-0206	401 Chase Creek
LDC Lavon LLC	520 Centrak Pkwy E, Ste 104	Plano	TX	75074-5526	N State Hwy 78
DR Horton-Texas LTD	4306 Miller Rd.	Rowlett	TX	75088-8035	
MA Lavon 292 LLC	15443 Knoll Trail Dr, Ste 130	Dallas	TX	75248-3451	CR 541
Lavon 678 Development	1591 Lake Rd.	Lavon	TX	75166-1704	St. Hwy 78
Kiranpal Singh	101 Julia Dr.	Royse City	TX	75189-4382	





## CITY OF LAVON Agenda Brief

**MEETING:** October 19, 2021

**ITEM:** 7 - G

---

**Item:**

Receive presentation, discussion, and action regarding the provision of sanitary sewer service outside the city limits and outside the extraterritorial jurisdiction of the City, requested by Bill Lisle, Smith-Lile Holdings.

**Background:**

In July 2021, Bill Lisle, Smith-Lisle Holdings contacted the City to request the extension of sanitary sewer service from the wastewater infrastructure being installed in the Elevon, Section 1 Addition to his property. Mr. Lisle's 9.982-acre property is located north of FM 6, approximately 600' north of the City of Lavon extraterritorial jurisdiction (ETJ) boundary, and across FM 6 from Elevon, Section 1. Mr. Lisle has offered to pay for all costs associated with design and construction of the connection and to pay an escalated out-of-city service monthly utility fee.

**Financial Implication:**

Elevon, Section 1 is within the Abston Hills Municipal Utility District (MUD) 1-A and is not expected to be annexed into the City for at least twenty years. Wastewater service is being provided to Elevon, Section 1 pursuant to a 2020 Wastewater Service and Development Agreement between the City of Lavon and MA Lavon 292 LLC. Because of its location and the barriers to gaining adjacency to City of Lavon, it seems unlikely that Mr. Lisle's property would be annexed into the City of Lavon in the foreseeable future. If the extension request were granted, Mr. Lisle would pay a sewer tap fee, utility service fees and dedicate the extension infrastructure.

**Staff Notes:**

The City adopted a Wastewater Facilities Installation Policy in 2017 and amended the policy in 2018 to add this policy statement:

*Formal requests for wastewater service shall process concurrently with an official plat application with all the required attachments, filings, and fees with the City of Lavon. Annexation of additional service areas adjacent to the City into the City of Lavon's corporate limits is required for the provision of wastewater service unless a prior exception has been granted.*

The Wastewater Facilities Installation Policy was provided to Mr. Lisle in July. For property outside of Lavon to obtain service, the policy requires platting with the City of Lavon and annexation by the City of Lavon. If Mr. Lisle applied to plat his property, the application would be processed by the City of Nevada. Annexation of the property by the City of Lavon is not currently permitted by state law. By policy, granting the request for service is only possible if the City Council waives the platting and annexation requirements.

**Attachments:** Request for Service  
Location Exhibit

To the Honorable Mayor and City Council of The City of Lavon,

My name is Bill Lisle and I am the owner of Smith-Lisle Holdings which owns 1328 HWY 6, located within the Nevada Texas ETJ. This property is located on the North side of Hwy 6 and is less than 300 hundred feet from the Lavon ETJ and newly installed sewer lines. There are several lots within the Elevon neighborhood that are similarly situated outside of the Lavon ETJ but have access to the sewer line per a previously executed Wastewater Service and Development agreement.

I am requesting, per this letter, to be allowed to tie in the sewer lines from the existing residential home and the existing front commercial building that are on my property. I have reviewed the City of Lavon, Texas Wastewater Facilities Installation Policy. Please see the excerpt following:

**(e) ON-SITE SANITARY SEWER FACILITIES – INDIVIDUAL OSSF**

(ii) Any property situated within 300 lineal feet of an operable sanitary sewer main or interceptor line that is currently served by a septic system determined to be inoperable by the public regulating authority shall, at the owner's expense, connect to the sanitary sewer main or interceptor line within 60 days or a date approved by the regulatory authority.

**What is the cost to the City of Lavon?**

Zero, all construction cost and required easements for access will be the cost of the developer or owner of the property being serviced. This is consistent with the Installation Policy mentioned above.

**What is the benefit to the City of Lavon?**

Additional customer base for existing infrastructure equals more revenue. It never hurts to be a good neighbor. More sewage going to a wastewater facility is better for our environment. This sewer service will potentially allow for the commercial building at the front of 1328 HWY 6 to become a commercial use that would serve the residents of Lavon.

**What potential revenue will this create for the City of Lavon?**

The revenue will be consistent with the other properties within the same situation. Billing and payment would be worked out through existing channels.

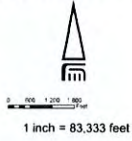
**What legal impacts could this decision have?**

I do not know. Your legal council will have to answer this question.

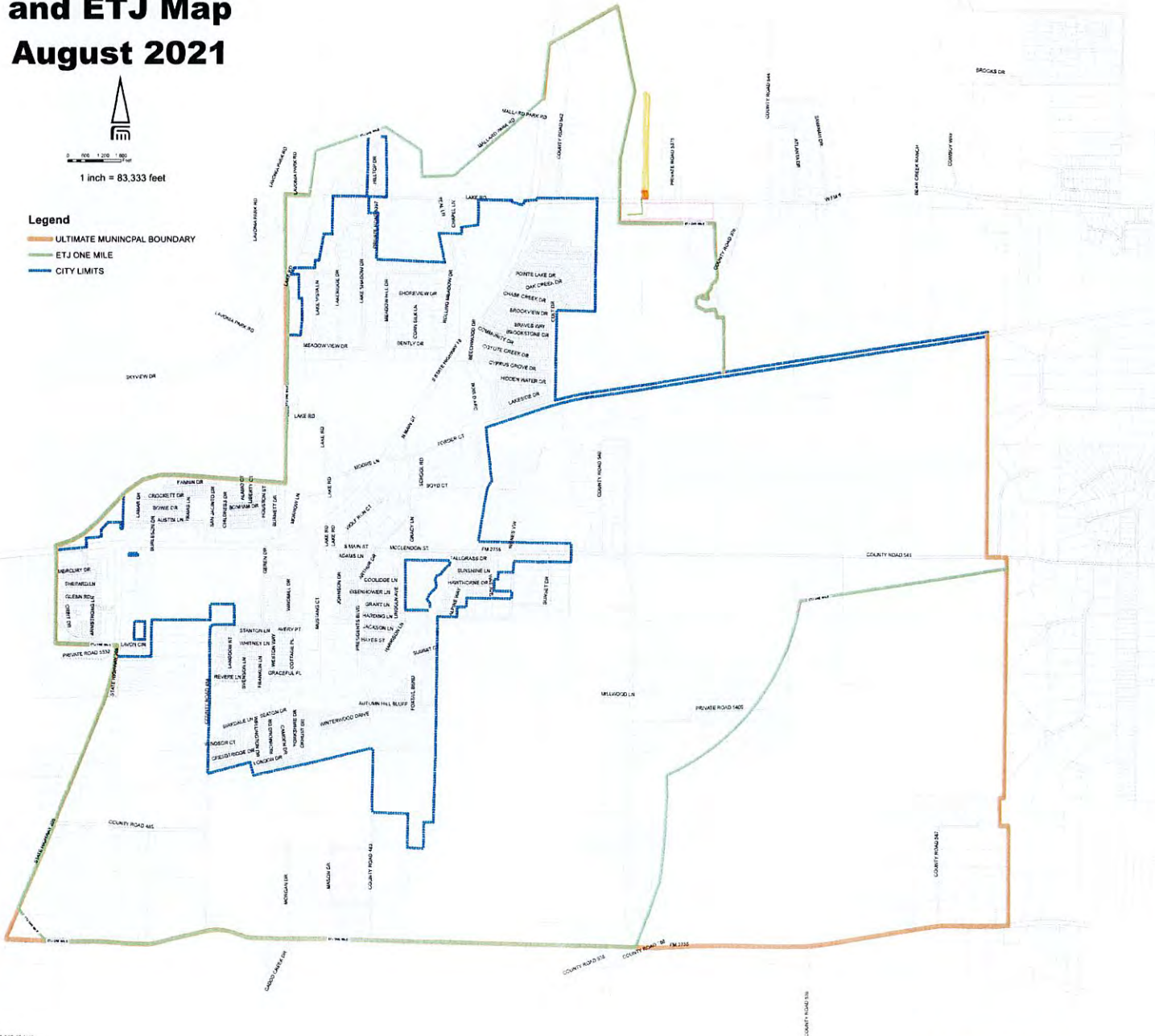
RECEIVED  
SEP 13 2021  
CITY OF LAVON

# City of Lavon

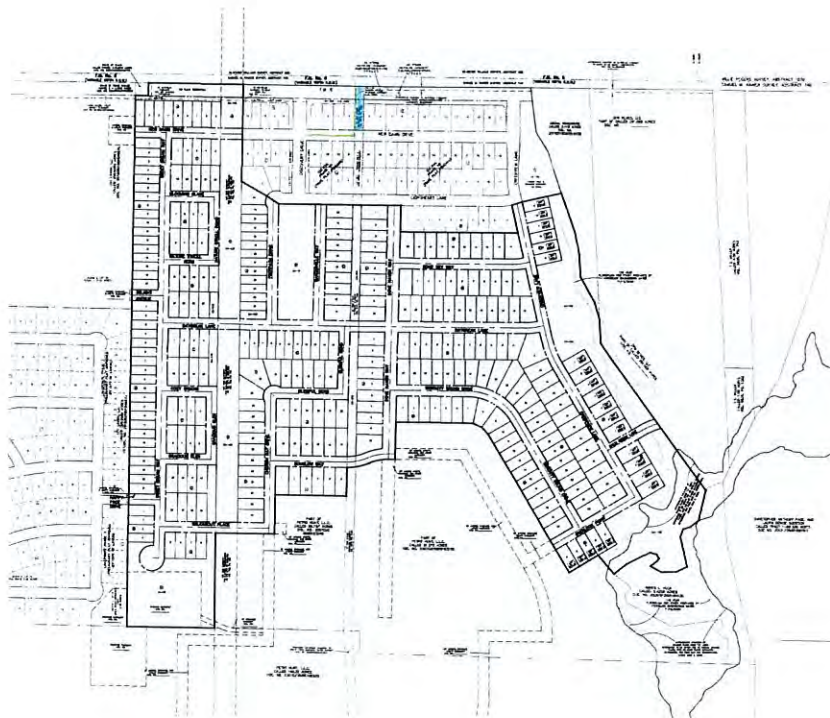
## City Limits and ETJ Map August 2021



- Legend**
- ULTIMATE MUNICIPAL BOUNDARY
  - ETJ ONE MILE
  - CITY LIMITS



RECEIVED  
 SEP 13 2021  
 CITY OF LAVON



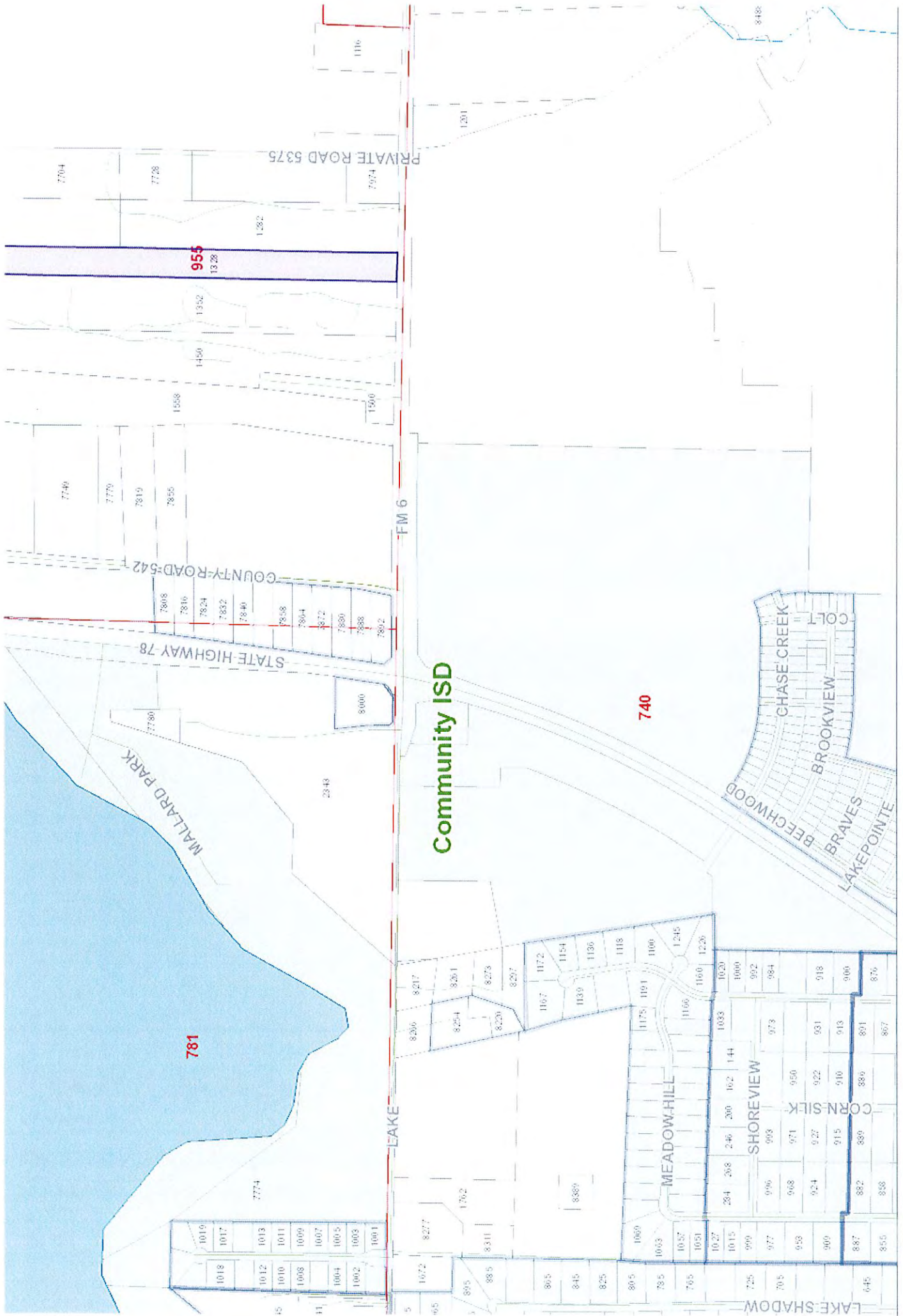
- NOTES:**
- 1.) FLOOD STATEMENT ACCORDING TO COMMUNITY PANEL NO. 4808500445, DATED JUNE 2, 2009 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM MAP. A PORTION OF THIS PROPERTY IS WITHIN SHADDED FLOOD ZONE "A", AREAS DETERMINED TO BE WITHIN THE 1% ANNUAL CHANCE FLOOD (100-YEAR FLOOD), WITH NO BASE FLOOD ELEVATIONS DETERMINED.
  - 2.) THE BASIS OF BEARING IS BASED ON THE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4302 STATE PLANE COORDINATES, NAD83).
  - 3.) THE SUBJECT TRACT HAS FRONTAGE TO FARM-TO-MARKET ROAD NO. 6 VIA PHASE 1B FINAL PLAT.
  - 4.) SURVEY ABSTRACT LINES SHOWN HEREON ARE APPROXIMATE.
  - 5.) CITY ETL LINES SHOWN HEREON PER BOUNDARY ADJUSTMENT AGREEMENT BETWEEN THE CITIES OF LAVON AND NEVADA DATED MAY 5TH, 2005.
  - 6.) ALL LOTS SHOWN HEREON LIE WITHIN COMMUNITY INDEPENDENT SCHOOL DISTRICT BOUNDARY.
  - 7.) ALL CORNERS ARE ONE-HALF INCH IRON ROD WITH YELLOW CAP STAMPED "JBI" SET UNLESS OTHERWISE NOTED.
  - 8.) THE WATER SYSTEM IS OWNED AND OPERATED BY BEAR CREEK SPECIAL UTILITY DISTRICT (BCUD).
  - 9.) 3' WALL MAINTENANCE EASEMENT IS DESIGNATED TO THE HOMEOWNER'S ASSOCIATION OF ELEVON FOR BENEFIT OF THE ADJACENT HOMEOWNER FOR MAINTENANCE ALONG THE COMMON FENCE LINE OF ELEVON AND LAKEPORTE ADDITION.

**STANDARD NOTES:**  
 THE INTEND EASEMENT RESTRICTS CONSTRUCTION OF PERMANENT STRUCTURES SUCH AS FOUNDATIONS, WALLS, POOLS AND PERMANENT STORAGE BUILDINGS, ITEMS SUCH AS DRIVEWAYS, FENCES/POSTS NO DEEPER THAN TWO FEET BELOW ORIGINAL GROUND, SPRINKLER SYSTEMS AND NORMAL LANDSCAPING PLANTS (NO TREES) THAT ENDOUR ON THE INTEND EASEMENTS ARE ALLOWED, HOWEVER, THE INTEND ASSUMES NO RESPONSIBILITY FOR DAMAGES RESULTING FROM THE NEED TO REPAIR OR MAINTAIN THE INTEND PIPELINES. FURTHER, ANY COST FOR REPAIR FOR DAMAGE TO THE PIPELINES RESULTING FROM CONSTRUCTION BY THE DEVELOPER, CONTRACTOR OR OWNER WILL BE THE RESPONSIBILITY OF THE DEVELOPER, CONTRACTOR OR OWNER.

**FINAL PLAT**  
**ELEVON, PHASE 1A**  
 319 RESIDENTIAL LOTS  
 11 OPEN SPACE LOTS  
 PART OF ABSTON HILLS  
 MUNICIPAL UTILITY DISTRICT NO. 1-A  
 BEING 80.566 ACRES OUT OF  
 THE SAMUEL M. RAINIER SURVEY, ABSTRACT NO. 740,  
 CITY OF LAVON ETL,  
 COLLIN COUNTY, TEXAS

<b>MA PARTNERS, LLC</b>	<b>DEVELOPER</b>
15443 Knoll Trail, Suite 130 Dallas, Texas 75246 Contact: John Morfin	(972) 715-6449
<b>PETRO HUNT, LLC</b>	<b>CURRENT OWNER</b>
2101 Cedar Springs Rd, Suite 600 Dallas, Texas 75201 Contact: Alan Bohn	(214) 880-8595
<b>JBI PARTNERS, INC.</b>	<b>SURVEYOR/ENGINEER</b>
2121 Midway Road, Suite 300 Coppell, Texas 75098 Contact: Chris Wolf, P.E. 981.467.4144	(972)248-7676

RECEIVED  
 SEP 13 2021  
 CITY OF LAVON

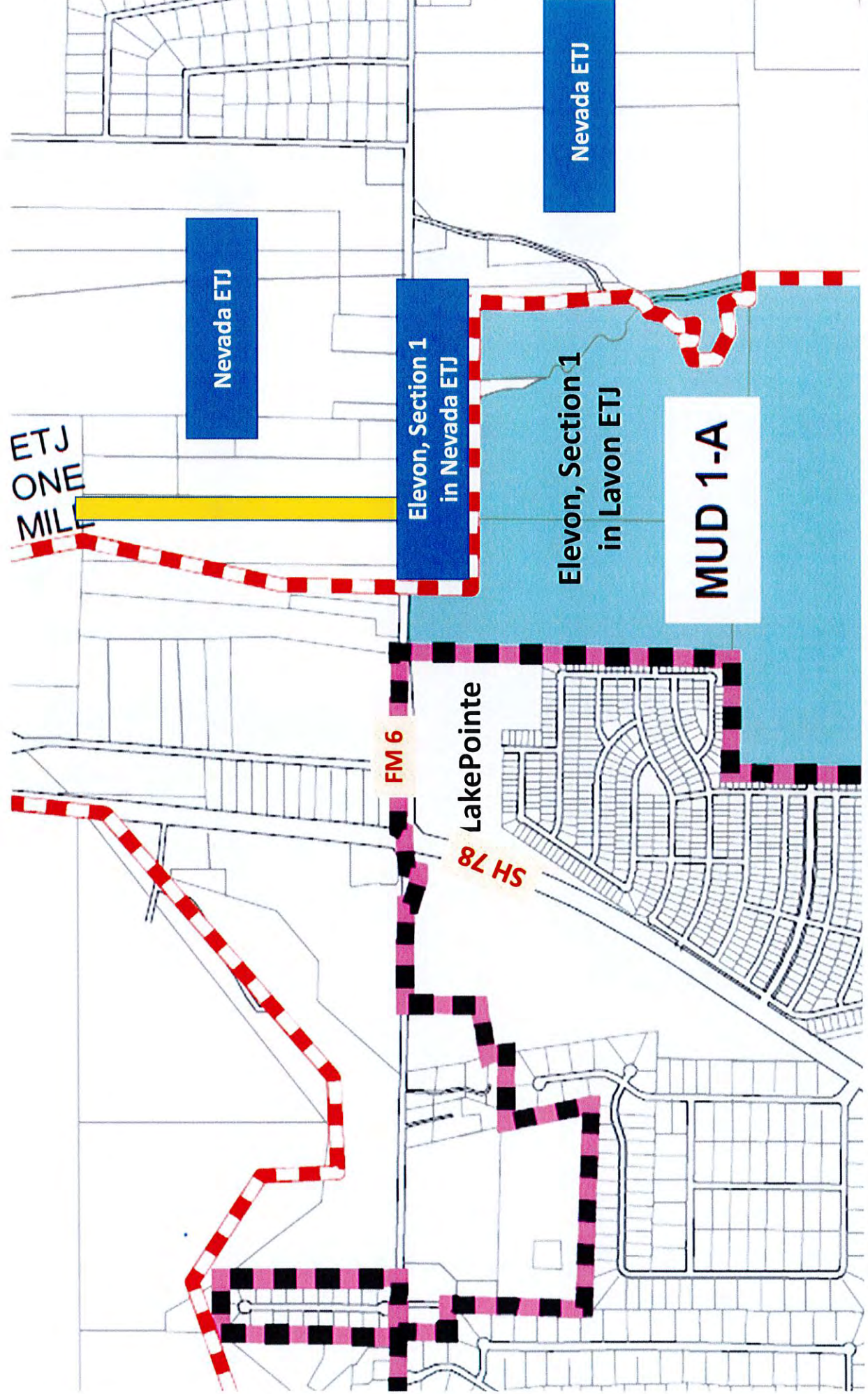


Community ISD

740

781







## CITY OF LAVON Agenda Brief

**MEETING:** October 19, 2021

**ITEM:** 7 - H

---

**Item:**

Discussion and action regarding Resolution No. **2021-10-04** approving and authorizing the Mayor to execute a Right of Way Use Agreement with Campus Communications Group, Inc. for the installation of fiber that allows for the delivery of high-speed internet service.

**Background:**

In January 2021, the city staff organized a working group consisting of the city engineer, director of public works, IT specialist and city administrator to study the installation of fiber delivery of high-speed internet to unserved properties and to improve the level of service to served properties. The goals of the working group included finding an economically feasible option to encourage economic development activity, serve residents working from home in home-offices, and improve the quality of life for residents.

The working group met with several existing and potential service providers and with potential partners who shared mutual objectives. In July, the developer of Elevon introduced the working group to representatives of Pavlov Media/Campus Communications Group, Inc. (CCG), who is installing service in the Elevon development project.

The working group and CCG developed an agreement that allows CCG to install fiber in the City's right of way in return for installing fiber throughout the City and providing interconnected service for city facilities. During planning and discussions, CCG committed to install fiber for service capabilities to the commercial areas along SH 205, SH 78, and Business 78.

On the attached Segment Map, the sections are numbered for planning purposes and are not indicative of phasing or timing of deployment. Scheduling will be determined as the engineering plans are prepared. Also, on the segment map, subdivision that were undeveloped at the time the map was prepared do not reflect service; however, CCG has stated that fiber will be run to any new and annexed properties.

**Financial Impact:**

Expenditures for the contract service are provided for within current budget levels and this is a qualified use of America Rescue Plan Act (ARPA) funds that the City received. The investment by CCG in the City creates opportunity and improves the value of existing properties.

***Staff Notes:***

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

**Attachments:** Proposed Resolution and Agreement

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2021-10-04**

Right of Way Use Agreement - CCG

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A RIGHT OF WAY USE AGREEMENT WITH CAMPUS COMMUNICATIONS GROUP FOR THE INSTALLATION OF FIBER THAT ALLOWS FOR THE DELIVERY OF HIGH-SPEED INTERNET SERVICE.**

**WHEREAS**, Campus Communication Group, Inc. approached the City and offered to install fiber that allows the delivery of high-speed internet among other things; and

**WHEREAS**, the City Council has considered and determined that it is in the best interests of City of Lavon to enter into the right of way use agreement.

**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 a Right of Way Use Agreement with Campus Communications Group for the installation of fiber that allows for the delivery of high-speed internet service, 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 19<sup>th</sup> day of October 2021.

---

Vicki Sanson, Mayor

ATTEST:

---

Rae Norton, City Secretary

**EXHIBIT A**

Right of Way Use Agreement



**After recording return to:**

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

Campus Communications Group, Inc. (CCG)  
601 N. Country Fair Dr.  
Champaign, IL 61821

**AGREEMENT FOR USE OF RIGHT-OF-WAY**

**Campus Communications Group, Inc.**

THIS RIGHT-OF-WAY USE AGREEMENT ("Agreement"), dated this 7<sup>th</sup> day of September, 2021 ("Effective Date") is made and entered into by and between the **City of Lavon**, a municipal corporation of the State of Texas ("Lavon") and **Campus Communications Group, Inc.**, a Delaware corporation ("CCG") and is effective on the last date signed by a party to this Agreement. Lavon and CCG agree as follows:

1. **CCG Maps.** Lavon requires and CCG agrees to provide maps indicating the dedicated routes to be governed by this Agreement. CCG will provide narrative summaries, descriptive of those mapped routes and will do so in accordance with Lavon's permit approval process.
2. **Grant of License.** Lavon hereby grants CCG a license to install fiber that allows the delivery of high-speed internet ("Facility") within the public right of way, as defined in Chapter 283 of the Texas Local Government Code, and as noted on maps, narratives and subsequent approved permits in the jurisdictional limits of Lavon. Exhibit A attached to this Agreement will consist of submitted and diagramed maps, depicting initial routes and Exhibit B attached to this Agreement will consist of submitted narratives descriptive of routes requested.
  - a. The license granted under this Agreement is wholly dependent upon CCG fully and faithfully performing and complying with all the terms, conditions, and covenants contained in this Agreement. This License is subject to the rights of any public utility or other person or entity currently having rights, license, Licenses or easements in and about the right of way.
  - b. The license granted under this Agreement is immediately revocable at the option of Lavon in the event that CCG fails to perform or comply with any term, condition, or covenant set forth in this Agreement, provided that CCG will have a period in which to cure any such failure as set forth in this Agreement.



- c. The license granted under this Agreement may not be transferred or assigned by CCG without the prior written consent of Lavon which shall not be unreasonably withheld.
  - d. The license granted under this Agreement does not convey any right, title, or interest in any right-of-way, but is deemed a license only to use and occupy the not be construed as any warranty of title.
  - e. The License granted under this Agreement is non-exclusive and is subordinate to Lavon's and the public's use of said right-of-way for purposes normally associated with such a public right-of-way. Accordingly, the CCG shall, at its sole cost, relocate or remove any portion of the Facility upon the written direction of Lavon's Director of Public Works or designee ("Director") if necessary to accommodate repair, maintenance or construction of Lavon utilities or improvements to the right-of-way. Should this request exceed the amount of \$20,000 as estimated by Lavon, both parties agree to negotiate in good faith the nature and extent of Lavon's need on a case-by-case basis and mutual agreement by both parties shall not be unduly withheld.
  - f. Lavon agrees to provide CCG access to land to utilize for dump services (i.e., dirt, debris, etc.). Lavon agrees to also provide land for CCG to erect a hut (shelter for equipment) and install a generator to power equipment utilized to service Lavon. The land will approximately be a 30' by 40' area ("CCG Land"). The parties shall agree on the location of the CCG Land. The location of the CCG Land shall not interfere with Lavon facilities or easements.
  - g. In consideration for the CCG Land, CCG shall provide internet services at no cost to six (6) Lavon buildings or facilities (i.e., city hall, three public safety and two wastewater treatment sites) and install two (2) strands of dark fiber between Lavon buildings or facilities to connect them at no charge.
  - h. CCG will retain the right to pursue locations and fiber installation throughout Lavon. Any determined areas will be subject to the permit process noted herein.
  - i. Lavon agrees to provide a designated area of its choosing for use by CCG in temporary storage of materials (i.e., fiber, duct, etc.) during installation of the Facility. CCG shall submit requests for storage locations to Lavon for approval prior to use of said locations for temporary storage.
  - j. If Lavon requests facilities be added to the provision in this sub-paragraph, both parties agree to negotiate a mutually agreeable payment for materials and labor inherent in requested facilities.
  - k. Lavon will provide and facilitate access to the entire municipality utilizing Lavon permitting process.
3. **Amendments.** Subsequent to approval of this Agreement, both parties acknowledge that CCG may request, and approval may not be unduly withheld, additional right of way access. Should CCG continue with its fiber build in Lavon, Amendments to this Agreement will be accompanied by the same Exhibits as referenced in §2 herein.



#### 4. **Compliance with governmental requirements.**

- a. **Right-of-Way Permit.** The construction and installation of the Facility or any change thereof including, without limitation, extension, reduction, or removal of the Facility shall be subject to the issuance of a right-of-way permit or permits ("Permit") from Lavon, which shall not be unreasonably withheld. No Facility shall be constructed in any streets, alleys or in, on, or over any other public way until a Permit is issued by Lavon. Said Permit will indicate the time, manner and place of constructing the Facility. Lavon will approve the Permit if the proposed improvements are consistent with the use of the license granted by this Agreement. CCG shall comply with all conditions of Permit(s) issued to it. Each application for a Permit must be accompanied by prints, plans and maps showing the proposed location and design of the Facility to be constructed, the location of each conduit to be entered and the number and placement of manholes or other openings to gain access to said conduit, along with the appropriate surety bond, insurance certificate and permit fees as required by Lavon. CCG shall use its best efforts to maintain contractors on any work project involving the Facility and to work toward its timely completion, barring inclement weather or other situations beyond CCG's control. In the event of an emergency which CCG believes poses a threat of immediate harm to the public or to any of CCG's facilities, CCG will be permitted access to the public way to mitigate the threatened harm without the benefit of a Permit; provided, however, CCG shall advise Lavon of the emergency at the earliest reasonable opportunity and shall seek a proper Permit within a reasonable period of time thereafter and in the manner as hereinbefore stated.
  - b. **Ordinances.** CCG shall comply with all ordinances of Lavon, including, without limitation, all generally-applicable provisions regarding rights-of-way and their uses, as such ordinances are now or hereafter amended, except to the extent that such ordinances directly and irreconcilably conflict with an express provision of this Agreement.
  - c. **Facilitation of Permit Process.** Lavon agrees to facilitate and insure a permit process and approval within the course of three (3) business days.
5. **Plan submission.** CCG shall provide as-built plans to Lavon upon completion of construction of the Facility in an electronic format compatible with Lavon's Geographic Information System within thirty (30) days of completion.
  6. **Facility maintenance and repair.** CCG will be fully responsible and will bear all costs associated with any and all maintenance or repair of any and all of its Facilities.
  7. **Right-of-Way Repair.** After doing any work, CCG at its sole cost and expense shall promptly repair and restore to the extent practicable any right-of-way disturbed by CCG, including, without limitation, all sidewalks, parkways or pavements to the condition in which they existed before performance of the work.
    - a. If any such sidewalk, parkway or pavement becomes uneven, unsettled or otherwise requires repairing because of such disturbance by CCG, then CCG, as soon as climatic conditions reasonably permit, shall promptly and no more than fifteen (15) days from receipt of notice from Lavon to do so, cause such sidewalk,



parkway or pavement to be repaired or restored to the condition in which it existed before said sidewalk, parkway or pavement was disturbed by CCG. Such restoration shall be completed within ten (10) calendar days after the date of commencement of such restoration work. If CCG fails to commence and complete the restoration work in the manner and within the time periods prescribed herein, Lavon has the right, but no obligation, to perform such work and recover from CCG any costs and expenses Lavon incurs.

- b. If such right-of-way or improvement cannot be so repaired, replaced or restored, CCG shall compensate Lavon for the cost or reasonable value of such improvements in an amount estimated by an independent architect or engineer mutually agreed upon by the parties.
  - c. All excavations in lawns or grass parkways shall be immediately backfilled, tamped, and then restored within a reasonable time thereafter to the original condition with sod or mulch in accordance with the applicable provisions of this agreement. In the event any shrubs, bushes or trees existing within the right-of-way are disturbed by reason of the construction, maintenance or repair of the Facility, CCG shall repair or replace such shrubs, bushes or trees as the case may warrant as determined by the Director.
  - d. CCG shall keep all structures constructed pursuant to this Agreement in a reasonably safe condition at all times and shall maintain such traffic control and protection during the construction, repair or renewal work performed hereunder as will reasonably avoid danger to life, limb and property.
  - e. CCG shall promptly repair and restore at its own expense all damage it causes to any other utility, including, but not limited to, storm and sanitary sewers and their services, street lighting, traffic signals, field titles or facilities from any other utility company. Repairs shall be available for inspection and repaired to the satisfaction of the Director. CCG shall be responsible for televising of sanitary and storm sewers within construction areas at the discretion of the Director to ensure that no damage has occurred to sewer infrastructure as a result of construction activities related to this agreement.
8. **Lapse and Termination.** The license shall be limited solely to the construction, maintenance and use of the Facility. Upon cessation of such use, as determined by the designated Lavon representative and signatory of this Agreement (or similarly situated personnel), this Agreement will immediately and automatically lapse and terminate. If Lavon believes CCG is no longer using the Facility or that it otherwise has been abandoned, Lavon shall notify CCG in writing that Lavon is asserting its right to declare this Agreement lapsed and terminate. Such notice shall state that CCG has thirty (30) days in which to reassert its rights under this Agreement and demonstrate that it has not, in fact, abandoned use of the license granted by this Agreement. If CCG demonstrates within the thirty (30) day period that it has not abandoned the Facility, this Agreement shall remain in force and effect according to its terms. If CCG does not demonstrate within the thirty (30) day period of the notice that it has not abandoned the Facility, this Agreement shall be deemed lapsed, terminated and no longer in effect. Any additional use other than that specifically named herein, without the further express written consent of Lavon, shall be construed as a violation of respective Lavon ordinances and municipal laws.



- a. Notice of lapse and termination shall include a *Grace Period* for reinstatement, if desired by CCG. Said Grace Period shall expire, in its entirety, within one year of Termination under §8 above.
9. **Facility Removal or Relocation.** In the event of the existence of one or more of the following, Lavon reserves the right to request CCG to remove facilities (and/or relocate) at its own expense. CCG, however, will retain the option, if the cost of removal or relocation exceeds \$40,000.00, to abandon their facilities at the designation removal location:
- a. An emergency that presents imminent peril to person or property.
  - b. Non-compliance with any term, provision or covenant in this Agreement that is not cured within the time period provided herein, following notice of such non-compliance tendered to CCG.
  - c. The duly authorized agent for Lavon, in good faith, deems the procedure in §7 (*Right-of-Way Repair*) impracticable in light of circumstances which may exist.
  - d. Termination of this Agreement, for any reason.
  - e. Abandonment of the Facility (or Facilities) use in accordance with the provisions in §8 (*Lapse and Termination*) of this Agreement.
  - f. Expiration of this Agreement, in the absence of any renewal as noted in §11.
  - g. Should CCG fail in any way to make timely payment to Lavon for such costs and expense, the Contractor agrees to pay in this Agreement, in addition to any amount so owed, actual attorneys' fees and court costs incurred in the collection of such amount.
10. **Indemnity.** To the extent allowed by law, CCG agrees to defend, indemnify, hold harmless Lavon, and its officers, agents and employees (collectively referred to within this section as "Lavon persons") from any and all liability, claims, losses, actions, and expense, including, but not limited to, judgments, costs and damages, and attorney's fees arising out of the existence, installation, removal, relocation, alteration, repair, maintenance, restoration and any other aspect of the Facility as described herein; and also hold Lavon Persons harmless from any and all damages to the Facility on account of the location, construction, alteration, repair or maintenance of any public street, sidewalk, right-of-way, bridge, underpass, subway, tunnel, vault, sewer, water main, conduit, pipe, pole and all aspects of any other utility or public facility.
- a. Except for gross negligence of willful or wanton conduct by Lavon, CCG agrees to indemnify and hold Lavon harmless from any and all damages and claims arising out of damage to the Facility caused in whole or in part by Lavon, its officers, employees and agents or by any other person(s), whether or not they have a permit from Lavon and whether or not they are associated with Lavon in any direct or indirect manner.
  - b. CCG waives all claims, except for gross negligence or willful or wanton conduct by Lavon, its officers, employees and agents, against Lavon, whether arising directly, by subrogation, assignment or otherwise, for any and all damages, direct or indirect, resulting from damage to the Facility structures done, in whole or in part, by Lavon or by any other person(s) whether or not they have a permit from Lavon and whether or not they are associated with Lavon in any direct or indirect manner. As part of this provision, CCG shall, at its own expense, defend all suits



and does agree to indemnify and save harmless, except for gross negligence or willful or wanton conduct by Lavon, its officers, employees and agents, Lavon from and against any and all claims and liabilities of whatever nature arising from the granting of authority herein to the CCG or imposed upon or assumed by it, or by reason of or in connection with any damage to life, limb or property as a result of any of the installed Facility constructed under or by virtue of this Agreement, and shall save and keep harmless Lavon from any and all damages, judgments, costs and expenses of every kind, that may arise by reason thereof.

- c. Notice in writing shall be promptly given to the CCG of any claim or suit against Lavon which, by the terms hereof, CCG shall be obligated to defend, or against which CCG has hereby agreed to save and keep harmless Lavon. Lavon shall furnish to CCG all information in its possession relating to said claim or suit and cooperate with said CCG in the defense of any said claim or suit. CCG agrees to provide notice in writing to City Attorney of Lavon of any claim or suit against CCG and/or its officers or employees which may directly affect the Facility or directly or indirectly affect this Agreement or the property referred to herein, whether or not Lavon has been made a defendant or respondent to the legal action. Lavon may, if it so desires, assist in defending any such claim or suit. CCG further agrees that it will pay the costs incurred by Lavon for the necessary defense of any suit against Lavon resulting from this Agreement other than disputes between Lavon and CCG arising from this Agreement or where indemnification would not be required under the terms of this Agreement. CCG will not rely upon governmental immunity afforded to Lavon. The indemnification and waiver provided in this Section shall be enforceable solely by Lavon and shall not operate as an indemnification or waiver as to any third party.

## 11. Insurance.

A. Commercial General Liability. CCG agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits not less than \$2,000,000 per occurrence for bodily injury (including death) and property damage; and \$4,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability.

B. Commercial Automobile Liability. CCG shall maintain commercial automobile liability Insurance, covering all owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$1,000,000 per occurrence for bodily injury and property damage.

C. Workers' Compensation. CCG agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Texas.

D. Additional Insurance Conditions.

(i) CCG shall deliver to Lavon a certificate of insurance as evidence that the above coverages are in full force and effect.

(iii) CCG's policies and certificate of insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without



at least 30 days' advanced written notice to Lessor, or ten days' written notice for non-payment of premium.

**12. Term; Termination.** The initial term of this Agreement shall be twenty (20) years from the Effective Date. Upon expiration of this initial term or any renewal term, this Agreement shall automatically renew for a subsequent term of five (5) years, unless, no fewer than ninety (90) days prior to the then scheduled expiration of the current term, either party provides written notice to the other party of the intent not to renew. Either party may terminate this Agreement for cause by giving written notice to the other party at least forty-five (45) calendar days prior to the proposed termination. Such notice of termination shall specify the reason or reasons for such termination and shall specifically state that such termination shall become effective within sixty (60) business calendar days after the date thereof in the event the reason or reasons, as specified and detailed in such notice of termination are not fully and completely cured.

**13. Fees for Right-of-Way Use. Conditions.** Lavon and CCG have agreed to the following fees and conditions:

a. As consideration for this License Agreement, which provides for use by CCG of certain rights of way within the boundaries of Lavon, which are valuable public properties acquired and maintained by Lavon at great expense to its taxpayers and citizens, and that the grant to CCG of the use of said rights of way is a valuable property right without which CCG would be required to invest substantial capital in right of way costs and acquisitions CCG will pay required access line fee taxes. CCG is a licensed CLEC (Cooperative Local Exchange Carrier) and, as such, reimbursement to the municipality shall be based upon license and use fees as recorded in CCG annual report filings.

b. Acceptance by Lavon of any reimbursement due under this section shall not be deemed to be a waiver by Lavon of any breach of this License occurring prior thereto, nor shall the acceptance by Lavon of any such reimbursement preclude Lavon from later establishing that a larger amount was actually due, or from collecting any balance due to Lavon.

c. Reimbursement of money under this section shall in no way limit or inhibit any of the privileges or rights of Lavon, whether under this License or otherwise. Except as provided elsewhere in the License, all reimbursements made by the State to Lavon pursuant to this License shall be made to Lavon City Secretary. CCG shall file annually with Lavon City Secretary, no later than one hundred twenty days (120) days after the end of CCG's fiscal year, a statement of all access line fees paid from regulated recurring local services for the year attributable to the operations of the CCG's System.

d. If as a result of an audit or any other review (at Lavon's sole expense), Lavon determines that the CCG annual report has under reported its access use by ten percent (10%) or more for any twelve (12) month period, then CCG shall reimburse Lavon for all of the reasonable costs associated with the audit or review, including all reasonable out of pocket costs for attorneys, accountants, and other consultants. Lavon may collect the costs associated with such audit or review if under reporting is discovered.



e. If as a result of an audit or other review, Lavon determines that CCG has underpaid its fees for any twelve (12) month period, CCG shall pay interest on such underpayment at the rate of ten percent (10%) or prime plus two percent (2%), whichever is less.

**14. Entire Agreement.** This Agreement and any written exhibits or addenda to it constitute the entire Agreement between the parties, and may be changed, modified or amended only by mutual written agreement executed by them.

**15. Notices.** All notices required under this Agreement must be in writing. Notices must be personally hand delivered or mailed by certified U.S. mail, return receipt requested, addressed to the respective party as shown below, or to any changed address either party may have fixed by notice. Notice will be deemed effective upon actual receipt of the notice or, if certified mail delivery is not accomplished, notice will be deemed given on the date of the mailing. An electronic Notice is acceptable, if followed up with an original via regular U.S. Mail.

To Lavon: City of Lavon  
P.O. Box 340  
120 School Road  
Lavon, Texas 75166  
972-843-4220  
Kim Dobbs, City Administrator  
[kdobbs@lavontx.gov](mailto:kdobbs@lavontx.gov)

To CCG: Michael O'Linc, President  
Campus Communications Group, Inc.  
601 N. Country Fair Dr.  
P.O. Box 25 (61824)  
Champaign, Illinois 61821  
Phone: 217-353-3021  
Phone: 217-353-3022  
Fax: 217-389-1429  
[molinc@ccqfiber.com](mailto:molinc@ccqfiber.com)  
[wclavey@ccqfiber.com](mailto:wclavey@ccqfiber.com)  
[legal@pavlovmedia.com](mailto:legal@pavlovmedia.com)

Either party may designate by written notice a different address or addressee to which notices can be sent.

**16. Non-waiver.** CCG will not be excused from complying with any of the terms and conditions of this Agreement by any failure of Lavon upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

**17. Governing Law.** This Agreement will be construed in accordance with the laws of the State of Texas and by local municipal ordinances. Each party acknowledges that this Agreement is the product of good faith negotiations by and between the parties hereto and, as such, neither party may seek to have this Agreement strictly construed against the other part as drafter of this Agreement by reason of the principles of evidence or contract law.



**18. Amendment.** This Agreement may be amended only by a writing which is fully and duly executed by the parties hereto.

**19. Due Authorization.** Each party acknowledges that the individual who has executed this Agreement has full authority to do so.

**20. Recording.** If required, this Agreement will be recorded in the County Clerk's Office in Collin County, Texas.

**21. Execution by counterpart.** This Agreement may be executed in counterparts, each of which will, for all purposes, be deemed to be an original and will together constitute one and the same instrument.

[Signatures on the following page]



IN WITNESS WHEREOF, the parties have executed this Agreement by the respective, duly authorized agents, on the dates as noted below:

**City of Lavon, Texas:**

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

**ATTEST:**

\_\_\_\_\_  
Rae Norton, City Secretary

**Campus Communications Group, Inc.:**

\_\_\_\_\_  
Michael O'Linc

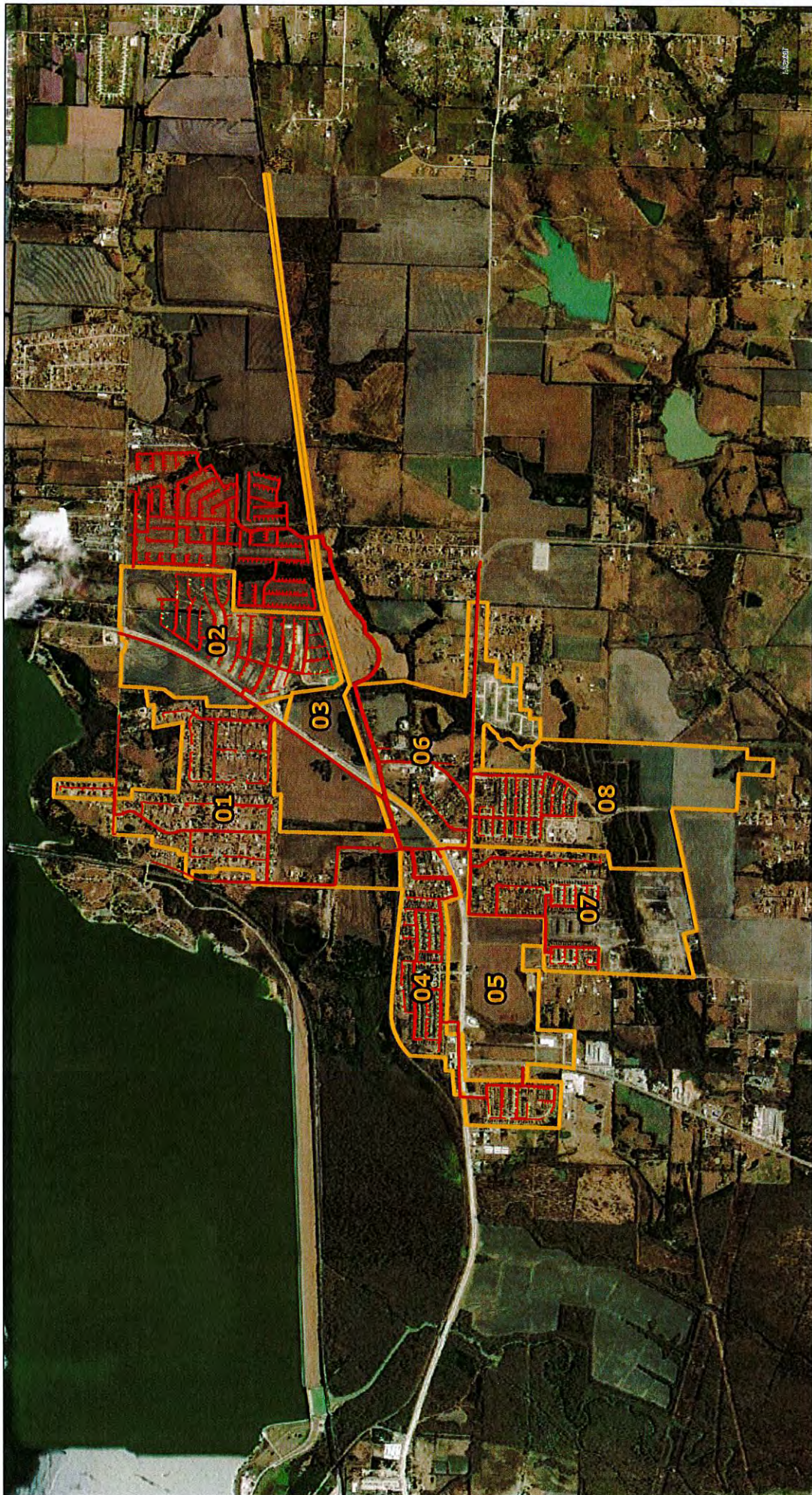
\_\_\_\_\_  
President

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_  
[Name and Title]

**Attachments: Exhibit A      Segment Maps (\_\_\_ Pages)**  
**Exhibit B      CCG Route Narratives and Installation Specifics (\_\_\_ Pages)**

Exhibit B will be provided by CCG to City of Lavon within sixty (60) days of mutual execution of this Agreement.



**Overview**

**Lavon, TX**

CCG

601 N. Country Fair Dr.  
Champaign, IL 61821  
217-531-9037  
www.campuscommunicationsgroup.com

US Feet

0 6,000

WGS 1984 Web Mercator Auxiliary Sphere


Duct path to be HDD. Standard depth 42". All utility crossings are potholed to locate depth of utility.

Date Printed: 10/14/2021


Legend:

- Proposed, Triple 1.25" HDPE
- Proposed, Single 1.25" HDPE
- Proposed, Double 1.25" HDPE
- Proposed, <Null> Tier, Section, Status
- Section, Not Live


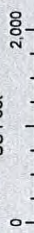


<p><b>Section 01</b></p> <p><b>Lavon, TX</b></p>		<p>601 N. Country Fair Dr. Champaign, IL 61821 217-531-9037 www.campuscommunicationsgroup.com</p>	<p>Date Printed: 10/14/2021</p>
<p>CCG</p> <p>Tier,Material,Size</p> <ul style="list-style-type: none"> <li>□ Vault,Concrete,20</li> <li>○ Vault,Concrete,30</li> <li>○ Vault,HDPE,14</li> <li>○ Splice Vault,Concrete,20</li> </ul>	<p>US Feet</p> <p>0 2,000</p> <p>WGS 1984 Web Mercator Auxiliary Sphere</p>	<p> <ul style="list-style-type: none"> <li>○ Splice Vault,Concrete,30</li> <li>○ Bore Pit</li> <li>○ CO,Concrete,Not Set</li> <li>○ Status,Duct_Count</li> <li>○ Proposed,Single</li> <li>○ Proposed,Double</li> </ul> </p>	<p>Duct path to be HDD. Standard depth 42". All utility crossings are pot-holed to locate depth of utility.</p>


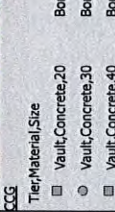


 <p>601 N. Country Fair Dr. Champaign, IL 61821 217-531-9037 www.campuscommunicationsgroup.com</p>	<p>Date Printed: 10/14/2021</p>						
<p><b>Section 02</b></p> <p><b>Lavon, TX</b></p>	<p>US Feet</p> <p>0 2,000</p> <p>WGS 1984 Web Mercator Auxiliary Sphere</p> <p>Duct path to be HDD. Standard depth 42". All utility crossings are potholed to locate depth of utility.</p>						
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	601 N. Country Fair Dr. Champaign, IL 61821 217-531-9037 <a href="http://www.campuscommunicationsgroup.com">www.campuscommunicationsgroup.com</a>																		
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○ Vault, Concrete, 30	CO, Concrete, Not Set	Bore Pit																	
□ Vault, Concrete, 40	Status, Duct, Count	Bore Pit																	
■ Vault, HDPE, 14	— Proposed, Single	1.25" HDPE																	
<p><b>Section 03</b></p> <p><b>Lavon, TX</b></p>	<p>Date Printed: 10/14/2021</p>																		




<p><b>Section 04</b></p> <p><b>Lavon, TX</b></p>		<p>601 N. Country Fair Dr. Champaign, IL 61821 217-531-9037 www.campuscommunicationsgroup.com</p>	<p>Date Printed: 10/14/2021</p>																								
<p>US Feet</p>  <p>WGS 1984 Web Mercator Auxiliary Sphere</p>	<p>Duct path to be HDD. Standard depth 42". All utility crossings are potholed to locate depth of utility.</p>	<p>CCG</p> <table border="0"> <tr> <td>□ Vault, Concrete, 20</td> <td>○ Bore Pit</td> <td>○ Splice Vault, Concrete, 20</td> <td>○ Bore Pit</td> </tr> <tr> <td>□ Vault, Concrete, 30</td> <td>○ Bore Pit</td> <td>○ Splice Vault, Concrete, 30</td> <td>○ Bore Pit</td> </tr> <tr> <td>□ Vault, Concrete, 40</td> <td>○ Bore Pit</td> <td>○ CO, Concrete, Not Set</td> <td>○ Bore Pit</td> </tr> <tr> <td>□ Vault, HDPE, 14</td> <td>○ Bore Pit</td> <td>○ Status, Duct_Count</td> <td>○ Bore Pit</td> </tr> <tr> <td></td> <td>○ Bore Pit</td> <td>○ Proposed, Single</td> <td>○ 1.25" HDPE</td> </tr> <tr> <td></td> <td>○ Bore Pit</td> <td>○ Proposed, Double</td> <td>○ 1.25" HDPE</td> </tr> </table>	□ Vault, Concrete, 20	○ Bore Pit	○ Splice Vault, Concrete, 20	○ Bore Pit	□ Vault, Concrete, 30	○ Bore Pit	○ Splice Vault, Concrete, 30	○ Bore Pit	□ Vault, Concrete, 40	○ Bore Pit	○ CO, Concrete, Not Set	○ Bore Pit	□ Vault, HDPE, 14	○ Bore Pit	○ Status, Duct_Count	○ Bore Pit		○ Bore Pit	○ Proposed, Single	○ 1.25" HDPE		○ Bore Pit	○ Proposed, Double	○ 1.25" HDPE	<p>0 2,000</p>
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<b>Section 05</b>  <b>Lavon, TX</b>	 WGS 1984 Web Mercator Auxiliary Sphere Duct path to be HDD. Standard depth 42". All utility crossings are potholed to locate depth of utility.	US Feet 0 1,600	CCG Tier/Material/Size Vault, Concrete, 20 Vault, Concrete, 30 Vault, Concrete, 40	Bore Pit Bore Pit Bore Pit Bore Pit	Bore Pit Splice Vault, Concrete, 30 Proposed, Single Proposed, Double		601 N. Country Fair Dr. Champaign, IL 61821 217-531-9037 www.campuscommunicationsgroup.com	Date Printed: 10/14/2021
							Vault, HDPE, 14 Status, Duct, Count Proposed, Single Proposed, Double	



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		Date Printed: 10/14/2021	
<b>Section 06</b> <b>Lavon, TX</b>		US Feet 0 2,000 WGS 1984 Web Mercator Auxiliary Sphere Duct path to be HDD. Standard depth 42". All utility crossings are potholed to locate depth of utility.	
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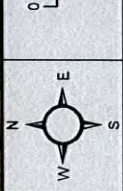
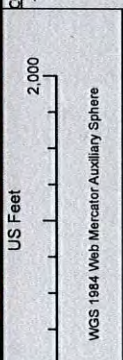


601 N. Country Fair Dr.  
Champaign, IL 61821  
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Date Printed: 10/14/2021

CCG  
Tier/Material/Size  
 Vault, Concrete, 20  
 Vault, Concrete, 30  
 Vault, Concrete, 40  
 Vault, HDPE, 14  
 Splice Vault, Concrete, 30  
 Status, Duct, Count  
 Proposed, Single  
 Proposed, Double  
 Bore Pit  
 Bore Pit  
 Bore Pit  
 Bore Pit  
 Bore Pit  
 Bore Pit



Section 07  
Lavon, TX

Duct path to be HDD. Standard depth 42". All utility crossings are potholed to locate depth of utility.



<p><b>Section 08</b></p> <p><b>Lavon, TX</b></p>	<p>US Feet</p> <p>0 2,000</p> <p>WGS 1984 Web Mercator Auxiliary Sphere</p> <p>Duct path to be HDD. Standard depth 42". All utility crossings are potholed to locate depth of utility.</p>	<p><b>CCG</b></p> <table border="0"> <tr> <td>■ Vault, HDPE, 14</td> <td>Bore Pit</td> </tr> <tr> <td>● Splice Vault, Concrete, 30</td> <td>Bore Pit</td> </tr> <tr> <td>□ Tier, Material, Size</td> <td>Bore Pit</td> </tr> <tr> <td>□ Vault, Concrete, 20</td> <td>Bore Pit</td> </tr> <tr> <td>○ Vault, Concrete, 30</td> <td>Bore Pit</td> </tr> <tr> <td>□ Vault, Concrete, 40</td> <td>Bore Pit</td> </tr> <tr> <td>■ Vault, HDPE, 14</td> <td>Bore Pit</td> </tr> <tr> <td>● Splice Vault, Concrete, 30</td> <td>Bore Pit</td> </tr> <tr> <td>○ Status, Duct, Count</td> <td>Bore Pit</td> </tr> <tr> <td>○ Proposed, Single</td> <td>1.25" HDPE</td> </tr> <tr> <td>○ Proposed, Double</td> <td>1.25" HDPE</td> </tr> </table>	■ Vault, HDPE, 14	Bore Pit	● Splice Vault, Concrete, 30	Bore Pit	□ Tier, Material, Size	Bore Pit	□ Vault, Concrete, 20	Bore Pit	○ Vault, Concrete, 30	Bore Pit	□ Vault, Concrete, 40	Bore Pit	■ Vault, HDPE, 14	Bore Pit	● Splice Vault, Concrete, 30	Bore Pit	○ Status, Duct, Count	Bore Pit	○ Proposed, Single	1.25" HDPE	○ Proposed, Double	1.25" HDPE	<p>601 N. Country Fair Dr. Champaign, IL 61821</p> <p>217-531-9037</p> <p>www.campuscommunicationsgroup.com</p> <p>Date Printed: 10/14/2021</p>
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○ Proposed, Double	1.25" HDPE																								



## CITY OF LAVON Agenda Brief

MEETING: October 19, 2021

ITEM: 7 - I

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Item:

Public hearing, discussion, and action regarding an application for a zoning change from Agricultural (A) District to a Planned Development (PD) District consisting of 251 single-family one-unit and two-unit residential structures on a 29.076-acre parcel of land, The Villas at Elevon, identified as part of the Samuel M. Rainer Survey, A-740, Tract 1 (CCAD Prop ID 2542828), Lavon, Texas, near 208 Moore Ln., northwest of the intersection of SH 78 and Moore Ln., requested by 78 Straddle, L.P.

- 1) Presentation of request.
- 2) **PUBLIC HEARING** to receive comments regarding the request.
- 3) Discussion and action regarding the request and accompanying Ordinance No. 2021-10-06.

### Application Information

**Owner(s):** 78 Straddle, LP  
**Applicant:** 78 Straddle, LP  
**Location:** In the vicinity of 208 Moore Ln., northwest of the intersection of SH 78 and Moore Ln.  
**Description:** Samuel M. Rainer Survey, Abstract No. 740, Tract 1 (CCAD Prop ID 2542828), Lavon, TX (59 acres)  
**Current Zoning:** Agricultural (A)  
**Request:** Planned Development – PD- residential

### Background

As part of the larger Elevon development project for which an overall concept plan is pending, the parcel is identified as “Single Family Rental, 12 units/acre”. A development agreement has been approved for the site as a part of the approximately 1,268-acre Elevon development project.

### Request Details

The proposed concept for The Villas at Elevon is a gated community of single family one-unit and two-unit residential structures, 82 and 169 respectively, that share common areas and are owned and maintained by a single owner. The single family detached units and single family attached duplex

units have covered parking and/or enclosed garages and are only available for rent, not for sale. The development agreement provides for architectural and design guidelines.

The site is bound on the south side by the NETEX right of way which is adjacent to Moore Ln. and on the east side by the SH 78 overpass. The proposed development is the first of two similar phases, the other phase being north of the subject site. On the west side of the development is preserved open space to be developed by M.A. Partners.

Sunny Patel, Land Acquisition Manager, Taylor Morrison Homes, stated that the proposed project will be similar in scale, design and quality to projects that they have developed in Arizona. Mr. Patel provided links to examples:

Photo Gallery: <https://www.christophertodd.com/find-your-home/results/?state=Arizona>

Video links: [Christopher Todd Communities Lifestyle - YouTube](#)  
[Virtual Tour – Christopher Todd Communities - YouTube](#)

At the Planning and Zoning Commission meeting, the applicant stated that the project would be valued at \$50,000,000.

**Zoning and Residential Density:** The proposed development is situated on 29.076 acres, specified for residential development. The proposed density is twelve (12) units per acre on a single lot. The development agreement provides for enhanced landscaping, architectural and design guidelines.

**Development Design Standards:** Specific development standards are outlined in the attachments and include elevations and community enhancements. Through a series of collaborative meetings, the applicant satisfied nearly all of the review notes provided by the City team. The units will be restricted to one-story and will have enclosed backyards.

**Utilities:** The project will be served by the City's wastewater system and by Bear Creek Special Utility District (BCSUD) for water. The developer has obtained a commitment to serve from BCSUD.

**Floodplain:** The development is not located near nor does it encroach into or reclaim existing floodplain. The developer will further study the drainage in conjunction with platting and will be required to certify that the development has no adverse impact on surrounding properties or on drainage upstream or downstream of the proposed development.

**Road Connection:** The developer has proposed two (2) points of ingress and egress with the primary entrance being on a newly constructed road north of the development and the secondary entrance on Moore Ln. Proposed access adequately provides for public safety and transportation considerations. Improvements will be installed in accordance with the Traffic Impact Analysis (TIA) to be reviewed in conjunction with platting.

**Parkland Development:** The applicant has designated areas within the development for open space, landscape and detention. Walking trails and amenities are proposed to be provided as well as an amenity center, swimming pool, and dog park.

**Planning and Zoning Commission Report:**

**MOTION: RECOMMEND APPROVAL OF AN APPLICATION FOR A ZONING CHANGE FROM AGRICULTURAL (A) DISTRICT TO A PLANNED DEVELOPMENT (PD) DISTRICT CONSISTING OF 251 SINGLE-FAMILY ONE-UNIT AND TWO-UNIT RESIDENTIAL STRUCTURES ON A 29.076-ACRE PARCEL OF LAND, THE VILLAS AT ELEVON, IDENTIFIED AS PART OF THE SAMUEL M. RAINER SURVEY, A-740, TRACT 1 (CCAD PROP ID 2542828), LAVON, TEXAS, NEAR 208 MOORE LN., NORTHWEST OF THE INTERSECTION OF SH 78 AND MOORE LN.**

**MOTION MADE: TIEGS**

**SECONDED: NABORS**

**APPROVED: 3-1**

**FOR: NABORS, ROSENQUIST, TIEGS**

**AGAINST: BEDELL, SMITH**

***Staff Notes:***

The proposed application is consistent with the Future Land Use Plan and the Comprehensive Plan.

The requisite public hearing notice was published in the newspaper and posted on the website, and zoning change signs were placed on the property. Six (6) neighbor notices were mailed to the owners of property located within 200 feet of the applicant's property. No notices have been returned in opposition to or in favor of the request.

- Attachments:**
1. Location exhibits
  2. Proposed Ordinance
  3. Application including concept plan, development standards, and supporting information
  4. Neighbor notices and spreadsheet
  5. Staff notes / developer responses

# City of Lavon

Zoning Map  
August 31, 2021

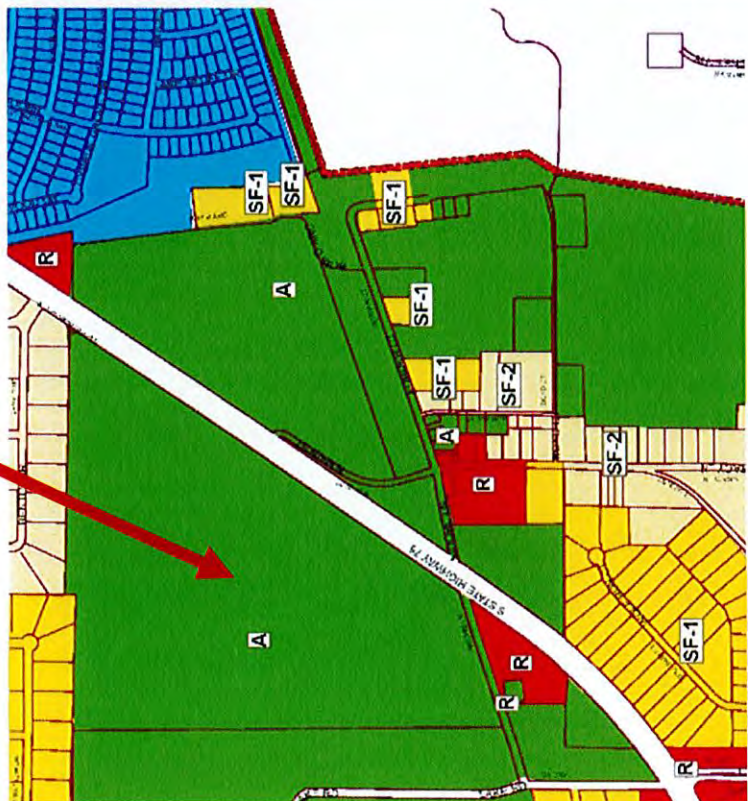


1 inch = 600 feet

## Legend

- LOT
- ROW
- LAVON CITY LIMITS
- ZONING
  - AGRICULTURAL, A
  - MAIN STREET, M
  - SINGLE FAMILY-1, SF-1
  - SINGLE FAMILY-2, SF-2
  - RETAIL, R
  - PLANNED DEVELOPMENT - SINGLE FAMILY, PD-SF
  - PLANNED DEVELOPMENT - MIXED USE, PD-MU
  - PLANNED DEVELOPMENT - COMMERCIAL, PD-C
  - PLANNED DEVELOPMENT, PD-B

# Zoning Map





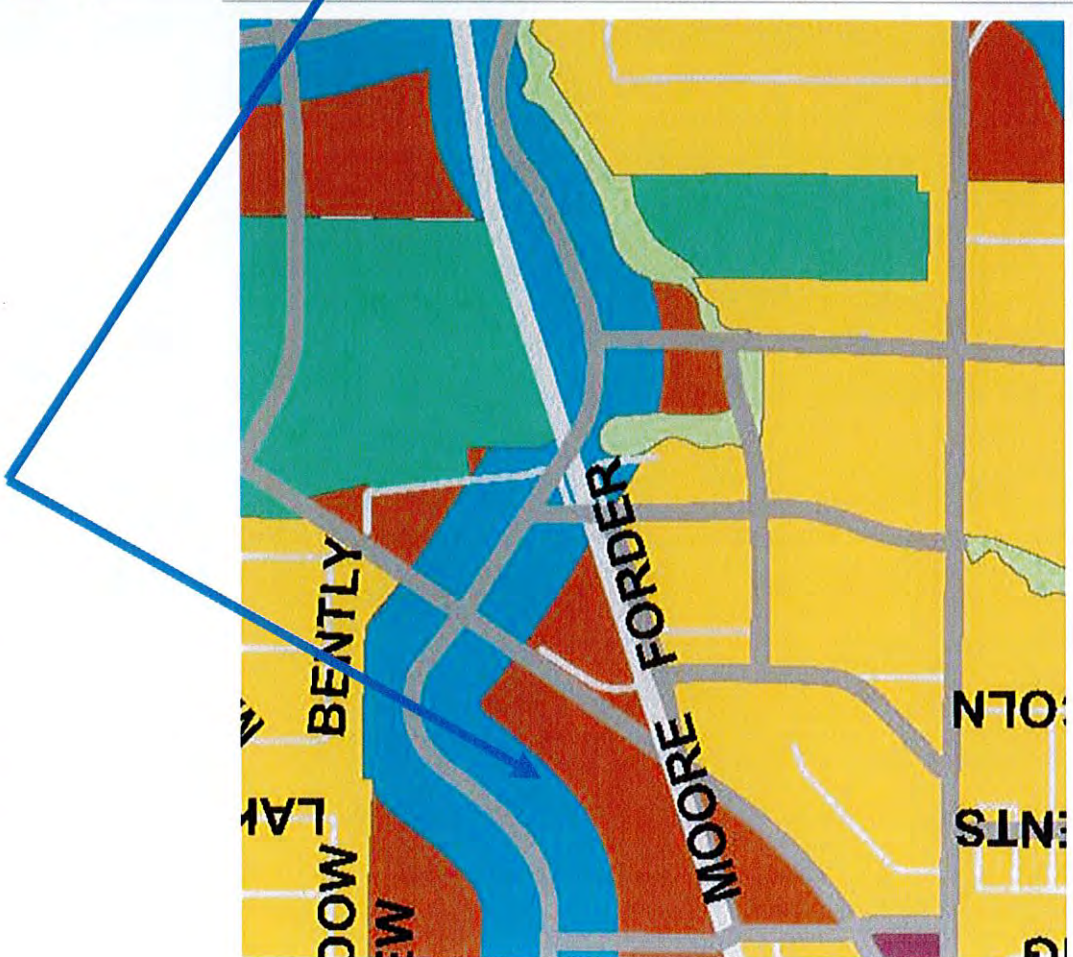
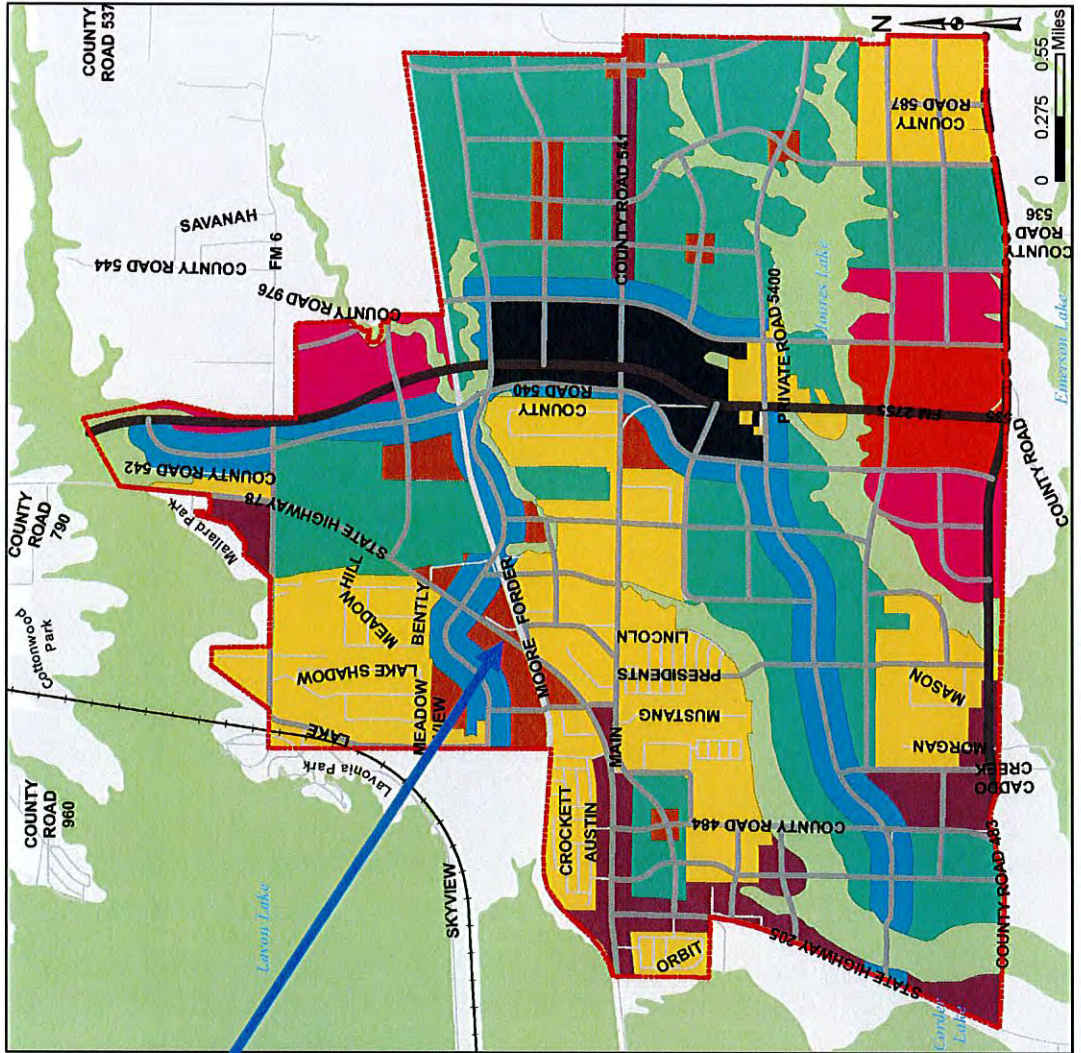
# Lavon Future Land Use Plan

Source: Ideation Planning, Lee Engineering, 2019

## Future Land Use Plan

### Legend

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



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



**CITY OF LAVON**  
**ORDINANCE NO. 2021-10-06**

Planned Development Zoning – The Villas at Elevon

**AN ORDINANCE OF THE CITY OF LAVON, TEXAS, AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY ESTABLISHING A PLANNED DEVELOPMENT DISTRICT FOR RESIDENTIAL USES CONSISTING OF 251 SINGLE-FAMILY ONE-UNIT AND TWO-UNIT RESIDENTIAL STRUCTURES ON A 29.076-ACRE PARCEL OF LAND IDENTIFIED AS PART OF THE SAMUEL M. RAINER SURVEY, A-740, TRACT 1 (CCAD PROP ID 2542828), LAVON, COLLIN COUNTY, TEXAS;; AMENDING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY OF \$2,000 PER DAY; PROVIDING SEVERABILITY, SAVINGS, AND CUMULATIVE/ REPEALER CLAUSES; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.**

**WHEREAS**, the owners have submitted an application to change the zoning from Agricultural (A) to Planned Development (PD) District consisting of 251 single-family one-unit and two-unit residential structures on a 29.076-acre parcel of land, The Villas at Elevon, identified as part of the Samuel M. Rainer Survey, A-740, Tract 1 (CCAD Prop ID 2542828), Lavon, Texas), Lavon, Collin County, Texas, near 208 Moore Ln., northwest of the intersection of SH 78 and Moore Ln., requested by 78 Straddle, L.P.; and

**WHEREAS**, this proposed zoning change is in accordance with the adopted Comprehensive Plan of the City of Lavon; and

**WHEREAS**, the Planning and Zoning Commission and the City Council of the City of Lavon, in compliance with the laws of the State of Texas, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested, and the City Council of the City of Lavon is of the opinion and finds that said changes would provide for and would be in the best interest of the health, safety, morals and general welfare and should be granted and that the Comprehensive Zoning Ordinance and Map should be amended.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Lavon, Texas, as follows that:

**SECTION I. INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

**SECTION 2 DEFINITIONS**

Definitions shall be those contained in the City of Lavon Code of Ordinances, Article 9.03 ZONING ORDINANCE, Division 3. "Definitions", as amended unless specifically defined herein.

**SECTION 3. AMENDMENT**

A. That the Comprehensive Zoning Ordinance and the Official Zoning Map of the City of Lavon are hereby amended to reflect the action taken herein. Specifically, the Zoning Classification

for and the Zoning Map depicting the property, described in “**Exhibit A**” attached hereto, are hereby changed to incorporate the Concept Plan, attached hereto as “**Exhibit B**”.

**B.** That the granting of the Planned Development (PD) Zoning Classification to the property described in “**Exhibit A**” attached hereto, is subject to the regulations of the City of Lavon excepting the following Special Conditions:

- 1) The entire tract shall be developed generally in accordance with the Concept Plan, attached hereto, and made a part hereof as “**Exhibit B**” and associated Exhibits: Open Space Plan attached hereto as “**Exhibit C**”, Landscape and Planting Plan attached hereto as “**Exhibit D**”, Fencing Plan attached hereto as “**Exhibit E**”, Detail Plan attached hereto as “**Exhibit F**”, and Conceptual Architecture attached hereto as “**Exhibit G**”.
- 2) The entire tract shall be developed generally in accordance with the Zoning Development Standards attached hereto and made a part hereof as “**Exhibit H**”.

**C.** That Article 9.03 ZONING ORDINANCE of the City of Lavon Code of Ordinances, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

#### **SECTION 4. SAVINGS**

That all rights and remedies of the City of Lavon are expressly saved as to any and all violations of the provisions of any Ordinances regulating, affecting, or relating to zoning, land use and/or development which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

#### **SECTION 5. CUMULATIVE REPEALER**

That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

#### **SECTION 6. SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

#### **SECTION 7. PENALTY**

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount

not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day or part of a day during or on which a violation occurs or continues. Further, if the governing body of the City of Lavon determines that a violation of this Ordinance creates a threat to the public safety, the City may bring suit in the District Court to enjoin such violation and may exercise all available remedies as allowed by law.

**SECTION 8. PUBLICATION**

The City Secretary of the City of Lavon is hereby directed to publish the Caption, Penalty and Effective Date of this Ordinance as required by Section 52.011 of the Texas Local Government Code.

**SECTION 9. EFFECTIVE DATE**

That this Ordinance shall be in full force and effect from and after its date of passage, in accordance with law, and it is so ordained.

**DULY PASSED and APPROVED** by the City Council of the City of Lavon, Texas, on the 19<sup>th</sup> day of October 2021.

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

**ATTEST:**

\_\_\_\_\_  
Rae Norton, City Secretary

**EXHIBIT A**  
**LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY**

EXHIBIT A  
LEGAL DESCRIPTION ZONING  
(29.076 ACRES)

Being a parcel of land located in the City of Lavon, Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being part of that called Tract One-87.2935 acre tract of land described in deed to 78 Straddle, LP, as recorded in Volume 5571, Page 3351, Official Public Records of Collin County, Texas and being further described as follows:

COMMENCING at a TXDOT Brass Right-of-Way Monument found at the northeast corner of said 87.2935 acre tract, said point being the southeast corner of Lot 1, Block A, Bently Farms, an addition to the City of Lavon as recorded in Cabinet M, Slide 189, Official Public Records of Collin County, Texas, said point also being in the west right-of-way line of State Highway 78 (a variable width right-of-way);

THENCE along the east line of said 87.2935 and along the west right-of-way line of State Highway 78 as follows:

South 33 degrees 29 minutes 39 seconds West, 31.95 feet to a TXDOT Brass Right-of-Way Monument found for corner;

South 28 degrees 16 minutes 31 seconds East, 28.62 feet to a TXDOT Brass Right-of-Way Monument found for corner;

South 33 degrees 45 minutes 11 seconds West, 1,299.68 feet to an "X" set in concrete for corner;

South 40 degrees 52 minutes 06 seconds West, 201.55 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being the POINT OF BEGINNING;

South 33 degrees 44 minutes 03 seconds West, 300.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

South 37 degrees 13 minutes 15 seconds West, 500.83 feet to a TXDOT Brass Right-of-Way Monument found for corner;

South 34 degrees 33 minutes 29 seconds West, 348.89 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being the southeast corner of said 87.2935 acre tract, said point being the northeast corner of that 40 foot wide permanent waterline easement to North Texas Municipal Water District as recorded Document Number 20130125000110870, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of that tract of land described in deed to Northeast Texas Rural Rail Transportation District as recorded in Volume 5585, Page 2680, Official Public Records of Collin County, Texas;

THENCE South 72 degrees 01 minutes 22 seconds West, 921.94 feet along the north line of said 40 foot wide permanent waterline easement and along the north line of said Northeast Texas

Rural Rail Transportation District to a one-half inch iron rod found at the southwest corner of said 87.2935 acre tract, said point also being the southeast corner of that called 32.40 acre tract of land described in deed to Marvalene Smith, Trustee of Smith Living Trust as recorded in Document Number 20141103001196390, Official Public Records of Collin County, Texas;

THENCE North 00 degrees 45 minutes 21 seconds East, 594.16 feet along the west line of said 87.2935 acre tract to a one-half inch iron rod found for corner, said point being in the east line of said 32.40 acre tract, said point also being the southeast corner of that called Tract 1-27.32 acre tract of land described in deed to Yueying Wang and Daisy Lee Lu as recorded in Document Number 20191118001462670, Official Public Records of Collin County, Texas;

THENCE North 00 degrees 43 minutes 34 seconds East, 649.03 feet along the west line of said 87.2935 acre tract and along the east line of said 27.32 acre tract to a point for corner;

THENCE South 89 degrees 08 minutes 28 seconds East, 1,528.49 feet to the POINT OF BEGINNING and containing 1,266,547 square feet or 29.076 acres of land.

**BASIS OF BEARING:**

The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.

This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



**EXHIBIT B  
CONCEPT PLAN**



NOTE: LANDSCAPING SHOWN ON THE PLAN IS INTENDED TO REPRESENT THE APPROVED DEVELOPMENT STANDARDS. SPECIFIC LANDSCAPE PLACEMENT AND MATERIALS WILL BE DETERMINED IN CONJUNCTION WITH CONSTRUCTION PLANS. LANDSCAPING SHALL BE DESIGNED IN ACCORDANCE WITH DEVELOPMENT STANDARDS.

**PROJECT DATA**

TOTAL AREA:	29.0 ACRES	
MIN. UNIT SEPARATION:	10'	
UNIT TYPE	HOMES	MIX %
1-BEDROOM	82	33
2-BEDROOM	169	67
TOTAL UNITS	251	100

NOTE: SIDEWALKS SHALL BE CONSTRUCTED ALONG ROAD A PER SIDEWALK DETAIL #4 OF THE LAVON STANDARD CONSTRUCTION DETAILS.

**SITE PLAN ITEMS**

- Masonry Dumpster Enclosure 8' in Height
- 4 or 8 Bay Carport
- Detached Garage (20'-11" x 45'x11')
- Crosswalk Typical
- Two 1-Bedroom Units
- 2-Bedroom Unit

0 30 60 120 N SEPT 15, 2021  
1"=40' TMR011

**VILLAS AT ELEVON**

EXHIBIT B  
CONCEPT PLAN **JB**  
LAVON, TEXAS PARTNERS

## **SUPPORTING ZONING EXHIBITS**

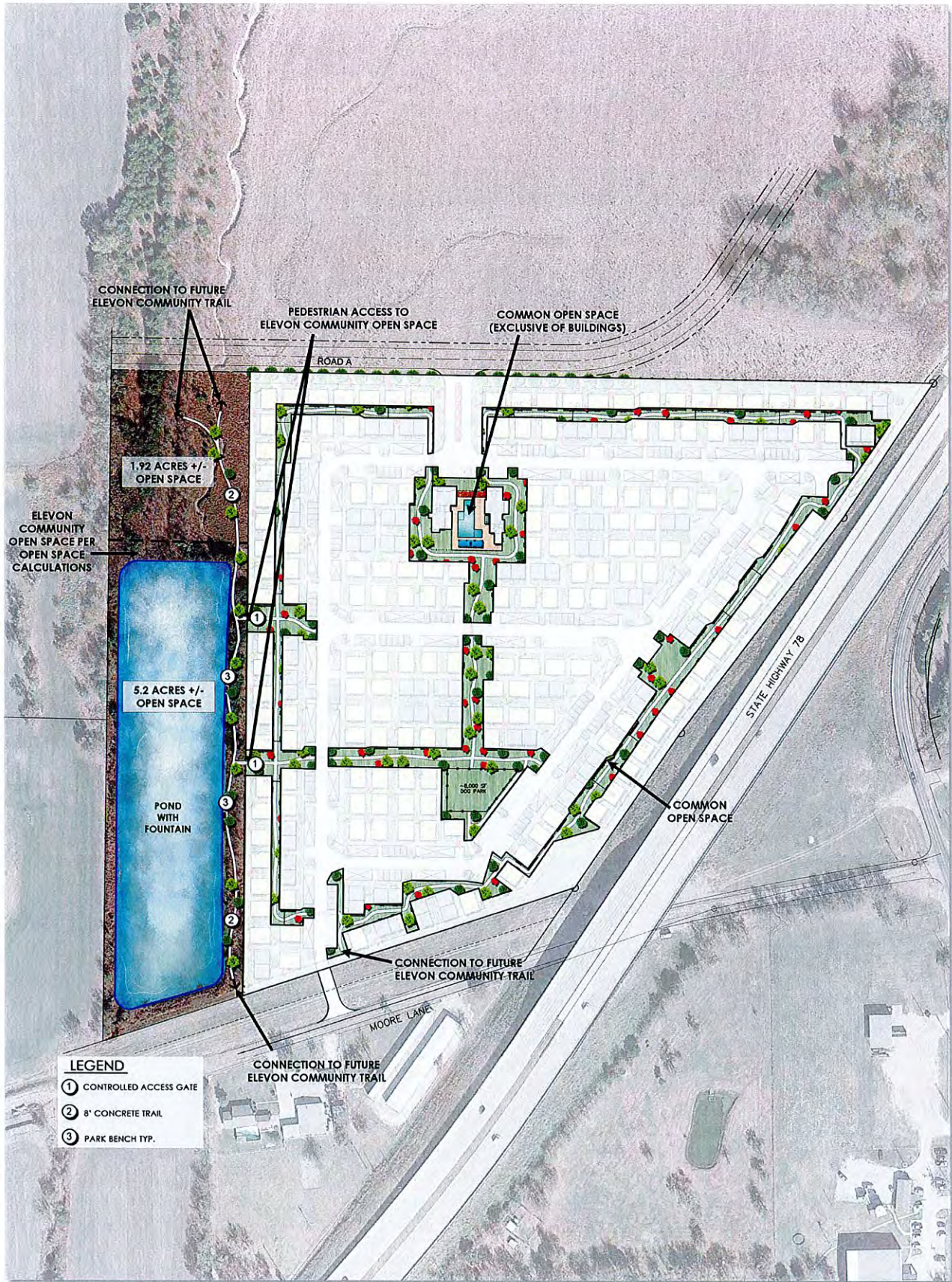
**EXHIBIT C – OPEN SPACE PLAN**

**EXHIBIT D - LANDSCAPE AND PLANTING PLAN**

**EXHIBIT E - FENCING PLAN**

**EXHIBIT F - DETAIL PLAN**

**EXHIBIT G - CONCEPTUAL ARCHITECTURE**



NOTE: LANDSCAPING SHOWN ON THE PLAN IS INTENDED TO REPRESENT THE APPROVED DEVELOPMENT STANDARDS. SPECIFIC LANDSCAPE PLACEMENT AND MATERIALS WILL BE DETERMINED IN CONJUNCTION WITH CONSTRUCTION PLANS. LANDSCAPING SHALL BE DESIGNED IN ACCORDANCE WITH DEVELOPMENT STANDARDS.

OPEN SPACE DATA	
TOTAL SITE AREA:	29.0 ACRES
OPEN SPACE:	9.1 ACRES (31% OF SITE)
ELEVON COMMUNITY:	5.2 ACRES
COMMON:	3.9 ACRES



NOTE: LANDSCAPING SHOWN IS FOR ILLUSTRATIVE PURPOSES ONLY.  
REFER TO LANDSCAPE PLANS FOR ACTUAL LANDSCAPE PLACEMENT.

0 30 60 120 N SEPT 15, 2021  
1"=60' ↑ TMR011

# VILLAS AT ELEVON

EXHIBIT D  
PLANTING PLAN KEY MAP  
LAVON, TEXAS PARTNERS



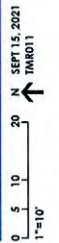


TYPICAL NORTHERN BLOCK LANDSCAPE PLAN



TYPICAL CENTRAL BLOCK LANDSCAPE PLAN

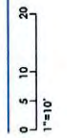
- NOTES:
- CANOPY TREES ADJACENT TO PUBLIC RIGHTS-OF-WAY (1 TREE PER 40 LINEAR FEET).
  - ONE SHADE TREE PER 40 LINEAR FEET ALONG 6' NEIGHBORHOOD WALKWAY.



VILLAS AT ELEVON



NOTES:  
 - CANOPY TREES ADJACENT TO PUBLIC RIGHTS-OF-WAY (1 TREE PER 40 LINEAR FEET).  
 - ONE SHADE TREE PER 40 LINEAR FEET ALONG 6' NEIGHBORHOOD WALKWAY.





VILLAS AT ELEVEN

EXHIBIT D-2



NOTE: LANDSCAPING SHOWN ON THE PLAN IS INTENDED TO REPRESENT THE APPROVED DEVELOPMENT STANDARDS. SPECIFIC LANDSCAPE PLACEMENT AND MATERIALS WILL BE DETERMINED IN CONJUNCTION WITH CONSTRUCTION PLANS. LANDSCAPING SHALL BE DESIGNED IN ACCORDANCE WITH DEVELOPMENT STANDARDS.

**FENCING LEGEND**

-  4' HT. MASONRY WALL WITH 2' HT. TUBULAR STEEL FENCE
-  6' HT. BRICK THIN WALL



4' HT. MASONRY WALL WITH 2' TUBULAR STEEL FENCE



6' HT. BRICK THIN WALL

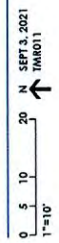
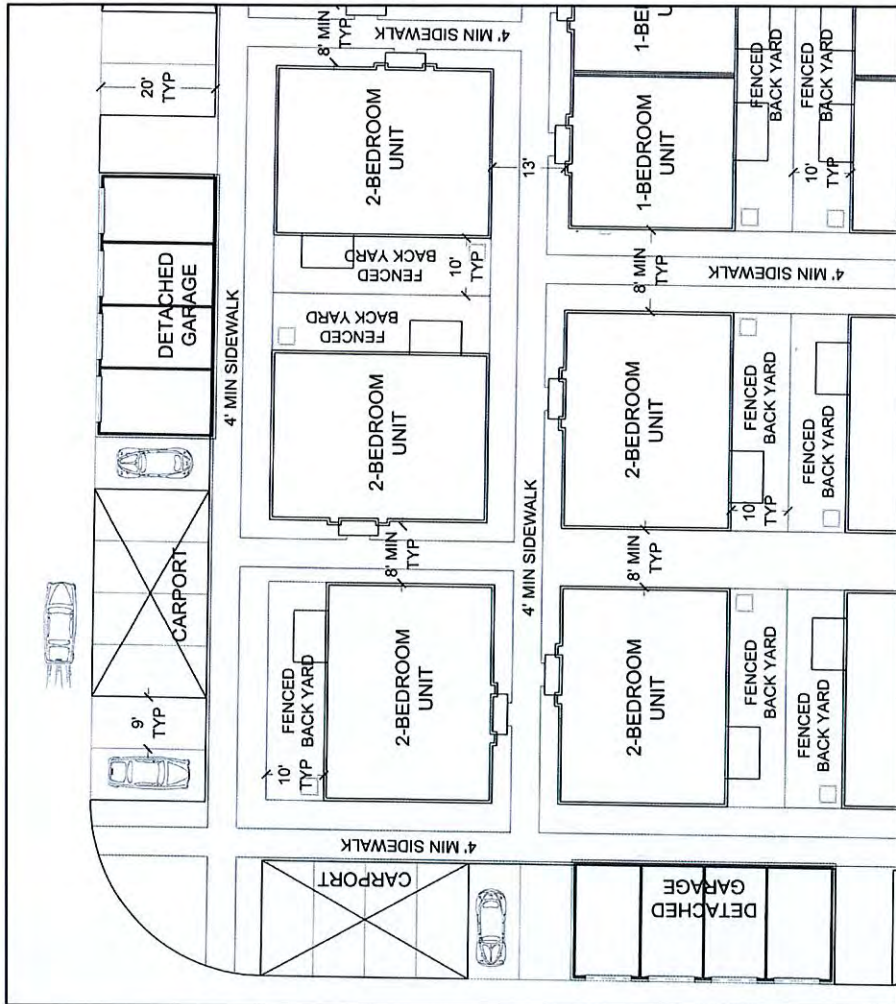
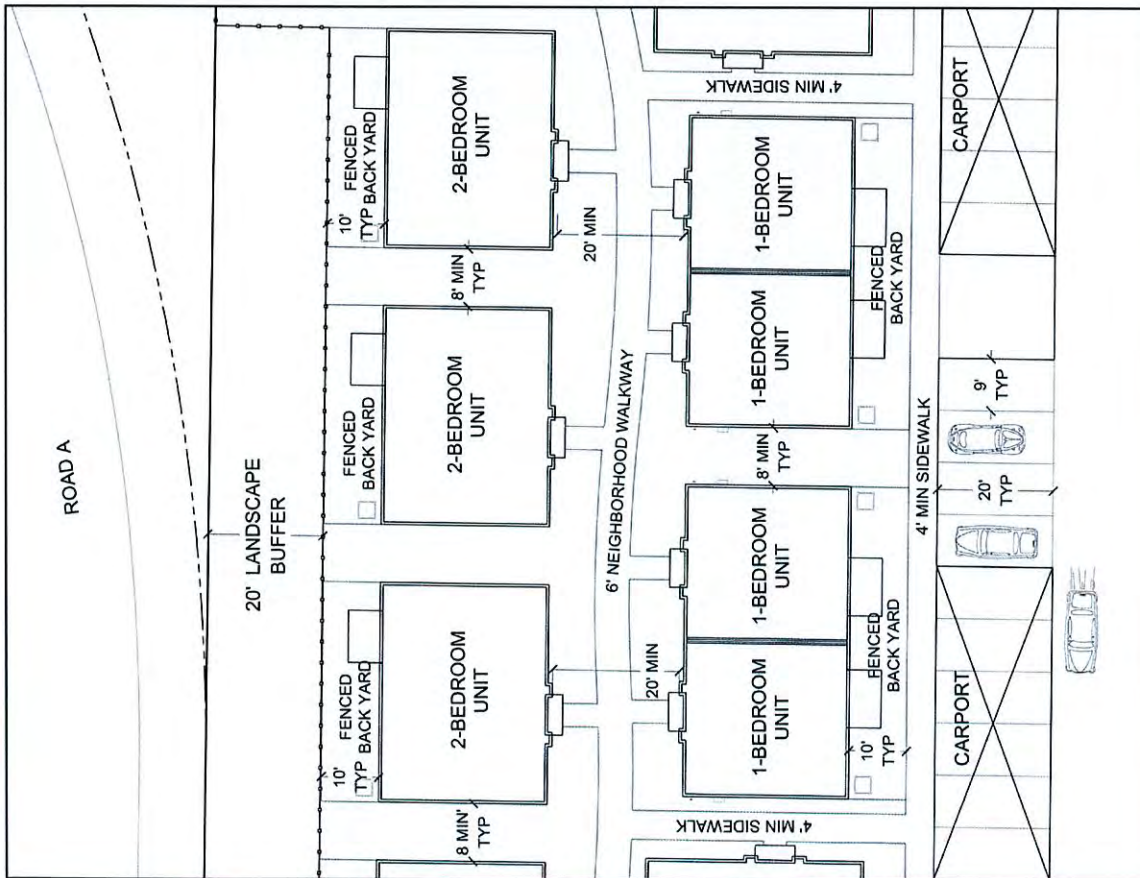
0 30 60 120 N SEPT 15, 2021  
1"=60' TMR011

**VILLAS AT ELEVON**

**PRELIMINARY FENCING PLAN**

EXHIBIT E

LAVON, TEXAS **JBI PARTNERS**



# VILLAS AT ELEVEN

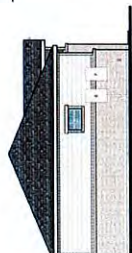




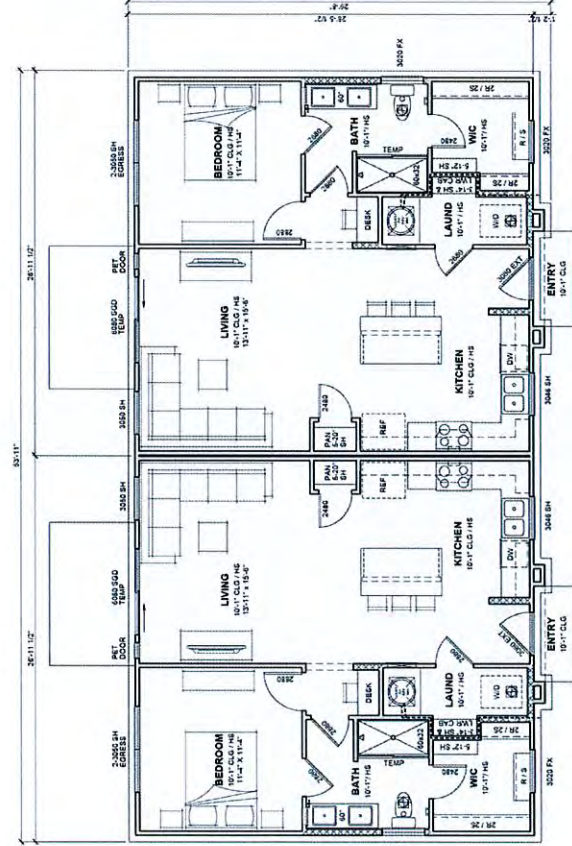
REAR ELEVATION  
CHAMBERLAY  
1/8" = 1'-0"



RIGHT ELEVATION  
CHAMBERLAY  
1/8" = 1'-0"



LEFT ELEVATION  
CHAMBERLAY  
1/8" = 1'-0"



REAR ELEVATION  
MODERN FARMHOUSE  
1/8" = 1'-0"



RIGHT ELEVATION  
MODERN FARMHOUSE  
1/8" = 1'-0"



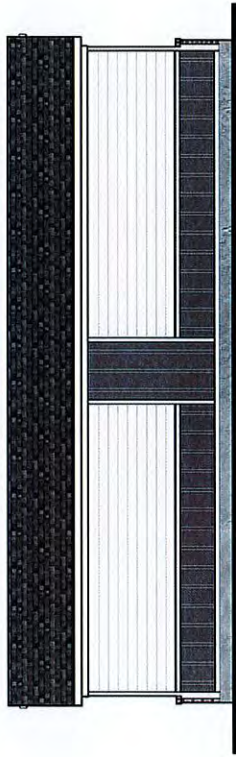
LEFT ELEVATION  
MODERN FARMHOUSE  
1/8" = 1'-0"



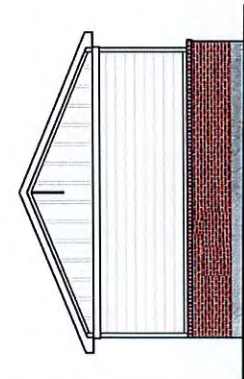
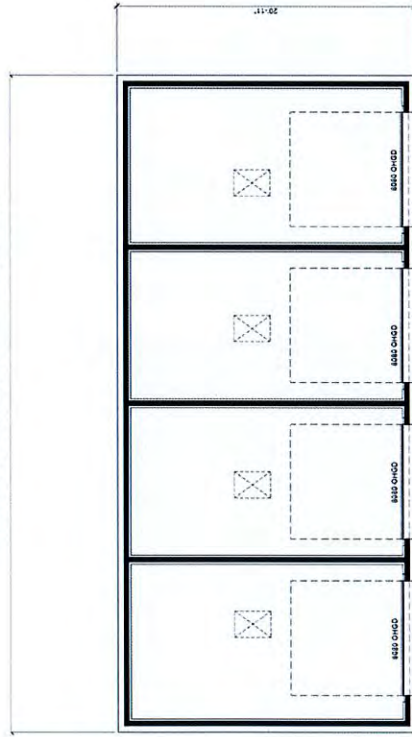
FRONT ELEVATION  
CHAMBERLAY  
1/8" = 1'-0"



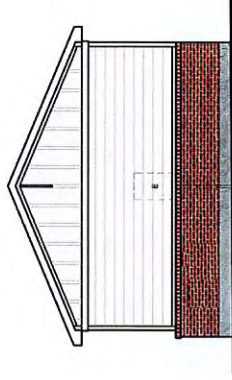
FRONT ELEVATION  
MODERN FARMHOUSE  
1/8" = 1'-0"



**REAR ELEVATION**  
MODERN FARMHOUSE  
1/8" = 1'-0"



**LEFT ELEVATION**  
MODERN FARMHOUSE  
1/8" = 1'-0"



**RIGHT ELEVATION**  
MODERN FARMHOUSE  
1/8" = 1'-0"



**FRONT ELEVATION**  
MODERN FARMHOUSE  
1/4" = 1'-0"

EXHIBIT G-3  
GARAGE

**JBI**  
LAVON, TEXAS  
PARTNERS

VILLAS AT ELEVON

CONCEPTUAL GARAGE ARCHITECTURE

**EXHIBIT H**  
**DEVELOPMENT STANDARDS**

**EXHIBIT H**  
**VILLAS AT ELEVON**  
**DEVELOPMENT STANDARDS**

**GENERAL STANDARDS**

- A. The design and development of the Villas at Elevon neighborhood shall take place in accordance with the included ordinance Exhibits A through H.
- B. Unless otherwise specified, development within the Villas at Elevon neighborhood is governed by the Lavon Code of Ordinances, and as amended. In the event of any conflict or inconsistency between these standards and the applicable City regulations, the terms and provisions of this ordinance and associated exhibits shall apply.
- C. In the event of a conflict between the written text and the illustrations provided in this ordinance, the written text contained herein shall control.
- D. An associated plat meeting the Lavon Code of Ordinances shall be required to be filed with the County Clerk prior to the issuance of a Building Permit. Standards contained herein are not intended to reflect Subdivision Ordinance or engineering-related waivers of any type. Access is required on a constructed and finalized Elevon Parkway prior to the issuance of a Certificate of Occupancy.

**USES AND DIMENSIONAL STANDARDS**

- A. Permitted Uses.
  - 1. Single family detached residential
  - 2. One-unit residential structures
  - 3. Two-unit residential structures
  - 4. Amenity center
  - 5. Open space
  - 6. Dog park
- B. Area Requirements.

The following dimensional requirements shall apply to the subject property:

**TABLE A**

<b>DEVELOPMENT STANDARD</b>	
<b>Minimum Front Yard</b>	20'
<b>Minimum Side Yard</b>	10', 20' if adjacent to a street
<b>Minimum Rear Yard</b>	10', 20' if abutting a SF District
<b>Maximum Lot Coverage (Buildings/Structures)</b>	65%
<b>Maximum Density</b>	12 Gross Dwelling Units per Acre
<b>Minimum Parking</b>	
<b>1 Bedroom Home</b>	1.75 Spaces/Home
<b>2 Bedroom Home</b>	2.0 Spaces/Home
<b>Mail Kiosk</b>	3 Spaces withn 50' of the Kiosk
<b>Garage Parking</b>	15% of toal parking provided
<b>Covered Parking</b>	1 Space/Home

C. Structure Requirements.

The following requirements shall apply to any structures on the subject property:

**TABLE B**

<b>DEVELOPMENT STANDARD</b>	
<b>Minimum Distance Between Buildings</b>	10' <sup>1</sup>
<b>Minimum Masonry Content</b>	50% of front and side walls
<b>Maximum Buiding Height</b>	20'--1 Story

**Note 1:** If the adjacent homes are fire sprinklered in accordance with NFPA 13D standards (or most recent), the minimum distance between buildings may be 8'.

E. Building Separation: Homes and the amenity center shall be fire sprinklered in accordance with NFPA 13D standards (or most recent). The minimum distance between all structures shall be 10 feet unless sprinklers are provided and shall be clear of overhangs, fences, etc. Should sprinklers be provided, structure separation can be reduced to a minimum of eight feet clear of overhangs, fences, etc. Attached units (including two-unit structures) are required to be sprinklered.

F. Fencing:

1. Fencing shall be installed in accordance with Exhibit E – Fencing Plan.
2. Each home shall provide a private, fenced rear yard. Artificial turf may be permitted to be used in the rear yard if material specifications and maintenance program is provided for review, consideration, and approval by the City prior to installation. Maximum height of private home fencing shall be six feet.
3. A maximum six-foot tall, masonry screening wall shall generally be provided along the north, east, and south sides of the residential area. A maximum four-foot tall, masonry screening wall, with a minimum two-foot tall tubular metal fence on top of it, shall generally be provided along the west side of the residential area. Two locked, pedestrian access gates shall be integrated into the west screening wall to allow for access to the Elevon community's open space amenity immediately west of the residential area.

G. Building Architecture:

4. The homes shall be built in accordance with the graphics presented on Exhibits G1, G2, and G3 (Architecture) in terms of style, quality, materials, color/palette, and cohesiveness.
5. Architectural Diversity: Any house front elevation shall not be repeated on the houses adjacent to it on any side. A minimum of two distinct front elevations distinguished by color, materials, massing, composition, prominent architectural features such as door and window openings, porches, and roof lines shall be provided for each building type so that a minimum of four total styles are provided for the neighborhood, as depicted on the Exhibits G1, G2, and G3.
6. Three-sided Architecture: Elevations shall be three-sided architecture for all residential structures that breaks up each elevation with more than one building material or design element(s), as shown on Exhibit G3.
7. Four-sided Architecture: Elevations for garages shall be four-sided architecture for all structures that breaks up each elevation with more than one building material or design element(s), as shown on the Architecture Exhibits. The architecture of the garages shall be compatible with the home architecture and a minimum of 50 percent of the total area of the rear and side elevations of each garage shall be constructed with masonry.
8. Masonry: A minimum of 50 percent masonry on each structure elevation as depicted on Exhibits G1, G2, and G3 is required (including garages). Masonry defined as brick, stone, synthetic stone, or stucco.
9. Colors: The dominant color of all buildings shall be muted shades of color that are subtle, neutral, or earth tone. Black and stark white shall not be used except as accent colors or as found within brick and stone. The color of secondary facades shall match or complement the primary facade. There are no restrictions on accent colors that comprise less than one percent of each elevation, except that no high intensity colors, neon colors, or fluorescent colors shall be used. A maximum of two-color palettes and/or brick patterns shall be utilized for the residential structures and garages.
10. Roof Color: No more than one color shall be used for visible roof surfaces throughout the entire development; however, if more than one type of roofing material is used, the materials shall be varying hues of the same color or complimentary in nature. Awnings and canopies may incorporate brighter color and branding; however, the primary roof shall be muted shades of color that are subtle, neutral, or earth tone.
11. Roof Pitch: The minimum roof pitch for all buildings shall be 4:12.
12. Carports: Carports shall be designed to have decorative posts and masonry accents, so they are architecturally compatible with the home architecture.
13. Windows: Windows shall be provided on all homes per the elevations shown on Exhibits G1 and G2.
14. Amenity Center: The design of the amenity center and accompanying buildings shall be consistent and comparable with the architecture throughout the neighborhood by utilizing compatible building materials and color patterns.

**NEIGHBORHOOD STANDARDS**

A. Site Features

1. Open Space and Landscaping:
  - a. Minimum Open Space: A minimum of 20 percent open space shall be required. A minimum of 10 percent shall be usable open space. Usable open space is designed and intended to be used for outdoor living and/or recreation. It excludes land within the floodplain, land that is too steep for normal recreation, landscape buffers without shaded trails, detention and

- retention ponds without programming/amenities, and private patios/fenced backyards.
- b. **Tree Placement:** Large canopy trees shall be planted four feet or greater from curbs, sidewalks, utility lines, screening walls and/or other structures. Small trees may be placed closer than four feet, with approval on an associated detailed landscape plan showing applicable features. Along sidewalks and trails, canopy trees should be exactly four feet from pavement to provide shade for pedestrians but not cause sidewalk buckling. Utility installations that includes common trench and conduit banks are exempt from the large canopy tree planting distance requirements. All trees shall be equipped with bubbler irrigation systems.
  - c. **Parking Lot Landscaping:** Parking lots shall contain landscaped islands located so as to best relieve the visual expanse of paving and provide shade. Such islands shall contain at least one large canopy tree and shall be located at the terminus of all parking rows. The remainder of the island space shall be landscaped with shrubs, lawn, and living groundcover not to exceed three feet in height. The minimum total area of such islands shall be approximately 180 square feet (9' X 20') feet or the size of a parking space but may be designed so that the radii help to facilitate traffic maneuverability.
  - d. **Landscape Buffers:** A minimum 20-foot, planted landscape buffer shall be provided along Road A right-of-way. The landscape buffer shall contain a minimum of one canopy tree per 40 linear feet along a minimum four-foot wide sidewalk. A minimum 15-foot, planted landscape buffer shall be provided along the State Highway 78 right-of-way. Planting materials provided in the buffer shall be approved by the associated easement holder. Grass shall be provided at a minimum.
  - e. All landscaping shall be 100 percent irrigated with evapotranspiration weather-based controllers. All non-paved areas shall be irrigated and landscaped if not purposely designed for decomposed granite, pavers, or other materials.
2. **Amenity Center:** An amenity center shall be provided for residents of the Villas at Elevon neighborhood. The amenity center shall include, at a minimum, a swimming pool, restrooms, and an enclosed club house and fitness area. Additionally, a mail kiosk shall be incorporated into the design of the amenity center or adjoining buildings.
  3. **Neighborhood Walking Trail:** A minimum six-foot wide, concrete walking trail shall be built in general accordance with the configuration shown on the attached exhibits. In order to receive credit towards meeting the required open space, the area where the trail is located shall be at least 20 feet wide, except in areas specifically marked and dimensioned on Exhibit C which shall be a minimum of 15 feet wide. Additionally, the trail shall be lined with canopy trees with a minimum frequency of one tree per 40 linear feet.
  4. **Sidewalks:** Each home shall have access to the parking areas via a minimum four-foot wide, concrete sidewalk. The specific location of said sidewalks shall be determined at the time of construction but shall be in general conformance to the details shown on Exhibit D – Typical Planting Plan and Exhibit F – Detail Plan.
  5. **Dumpster Screening:** Trash dumpsters, recycling containers, trash compactors, and other waste receptacles shall be screened with a masonry wall in a color that is compatible with the masonry on the homes. Screening enclosures shall be visually and aesthetically compatible with the overall project.
  6. **Utilities and Equipment Screening:** Exposed conduits, ladders, exhaust valves, utility boxes, and drain spouts shall be a color matching the building, an accent color, or earth-tone color. Outside equipment, coolers, and/or other mechanical items shall be screened with masonry finishing material matching the primary building facades. All new utilities, including any aerial lines, shall be underground.

7. Lighting: All parking, site entrances, and pedestrian areas shall be adequately lighted, including perimeter sidewalks. The illumination levels contained in the Illuminating Engineering Society of North America Lighting Handbook, as amended from time to time, shall be used as a guide for providing minimum standards and measurement methods. Downward facing lights or lights consistent with Dark Sky standards are required.

B. Garages and Carports

1. Detached garages are permitted within the neighborhood. Said garages shall count towards the minimum parking requirements established in Table B above as long as a standard sized parking space remains unobstructed within the garage.
2. No garage door shall face a public street.
3. At least one covered parking space (carport or garage) shall be provided for each living unit in the development.
4. No covered parking spaces and/or detached garages may be placed between a building and a public street.
5. Stacking spaces (tandem spaces between the garage door and fire lane) shall not be counted towards required parking spaces.



# CITY OF LAVON

120 School Road P.O. Box 340  
Lavon, TX 75166  
Phone (972) 843-4220 Fax (972) 843-0397  
leann.mcclendon@cityoflavon.org

## Request for a Change in Zoning

Fee: \$300.00 plus \$10.00 per acre on a tract of land

78 Straddle, LP 7-8-21  
Applicants Name Date

Alan Bain 214.880.8400  
Representative or Agent Phone Number

2101 Cedar Springs Road, Suite 600 Dallas, TX 75201  
Street City, State, Zip

Moore Lane and S.H. 78 Northwest Corner  
Location of Property

Abstract 740 SM Rainer Survey tract 148 AG  
Legal Description of Property Current Zoning

Check which zoning category you wish to change to:

Lot Size:  1/2 acre or more  3/4 acre or more  1 acre or more

- Single Family - 1 (1800 sq. ft. min. home)  Retail
- Single Family - 2 (1500 sq. ft. min. home)  Business District 1 / 2
- Single Family - 3 (1200 sq. ft. min. home)  Planned Development
- Special Use Permit  Mobile Home District

Other: PD -

1. **Beer & Wine** - \$500.00 per year (or any portion of a year) each such permit shall be renewed each year on January 1<sup>st</sup>. Renewal fees shall be the same amount as the original fee.
2. **Other** - \$100.00 plus any inspections. This includes Christmas tree sales, outside commercial sales, construction shacks, sales trailers, or similar uses.

Signature of Applicant or Representative: Alan Bain, Vice President

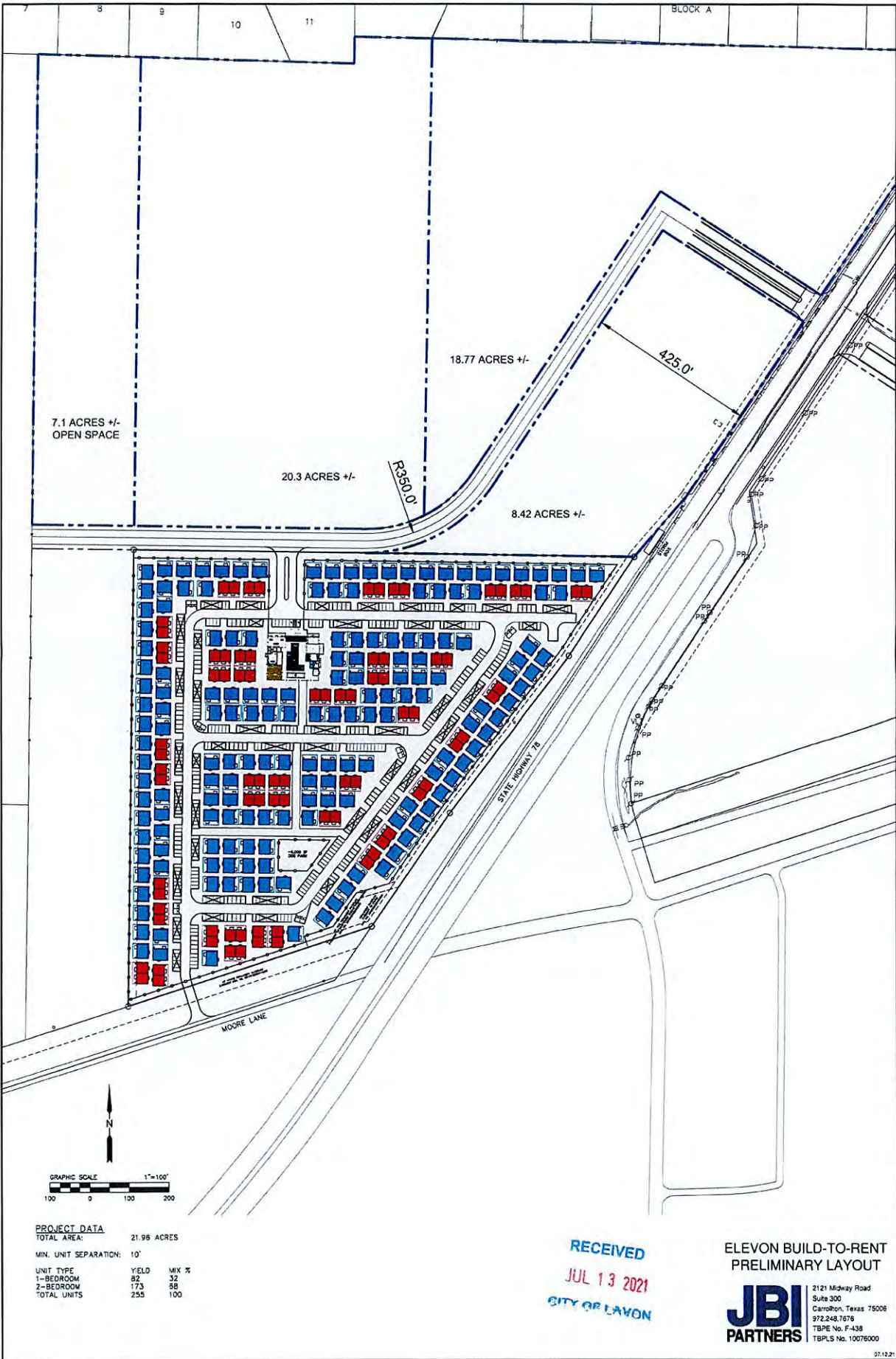
\* Cost shall include: Actual cost to City plus a 10% administrative fee. These fees are in addition to required permit fee.

### For Office Use Only

Date Received: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Fee Paid: **RECEIVED**

Next P & Z Meeting: \_\_\_\_\_ Next City Council Meeting: **JUL 13 2021**

**CITY OF LAVON**







**CITY OF LAVON**

120 School Road P.O. Box 340  
Lavon, TX 75166  
Phone (972) 843-4220 Fax (972) 843-0397  
leann.mcclendon@cityoflavon.org

**Declaration of Ownership**

Date: 7-8-21

To the City of Lavon  
Collin County, Texas

This letter will serve as notice that I/we, 78 Straddle, LP,  
am/are the owner(s) of record of the property described in the attached survey  
documentation, submitted with this form, for the purpose of any future proposed  
request(s) relating to this property.

*Alan Bain*

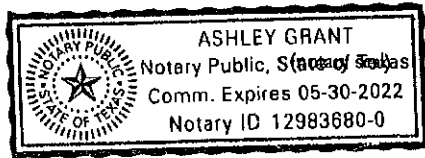
Signature (Owner) Vice President

Signature (Owner)

Signature (Owner)

The State of Texas  
County of Dallas

Before me, the undersigned authority, appeared Alan Bain,  
on this the 8th day of July, 20 21.



*Ashley Grant*

Notary Public in and for Dallas County, Texas



**CITY OF LAVON**

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

Phone (972) 843-4220 Fax (972) 843-0396

**Authorization of Representation**

Date: 7-8-21

To the City of Lavon  
Collin County, Texas

This letter will serve as notice that I/we, 78 Straddle, LP,  
am/are the owner(s) of record of the property described in the attached survey  
documentation, submitted with this form, and do hereby authorize  
JBI Partners to represent me (us) and my (our)  
interests in the property described in the attached exhibits(s) for the expressed  
purpose of this request.

Alan Bain

Signature (Owner) Vice President

Signature (Owner)

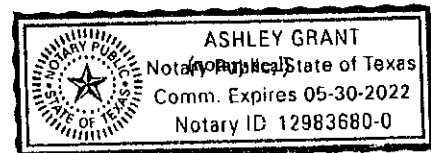
Signature (Owner)

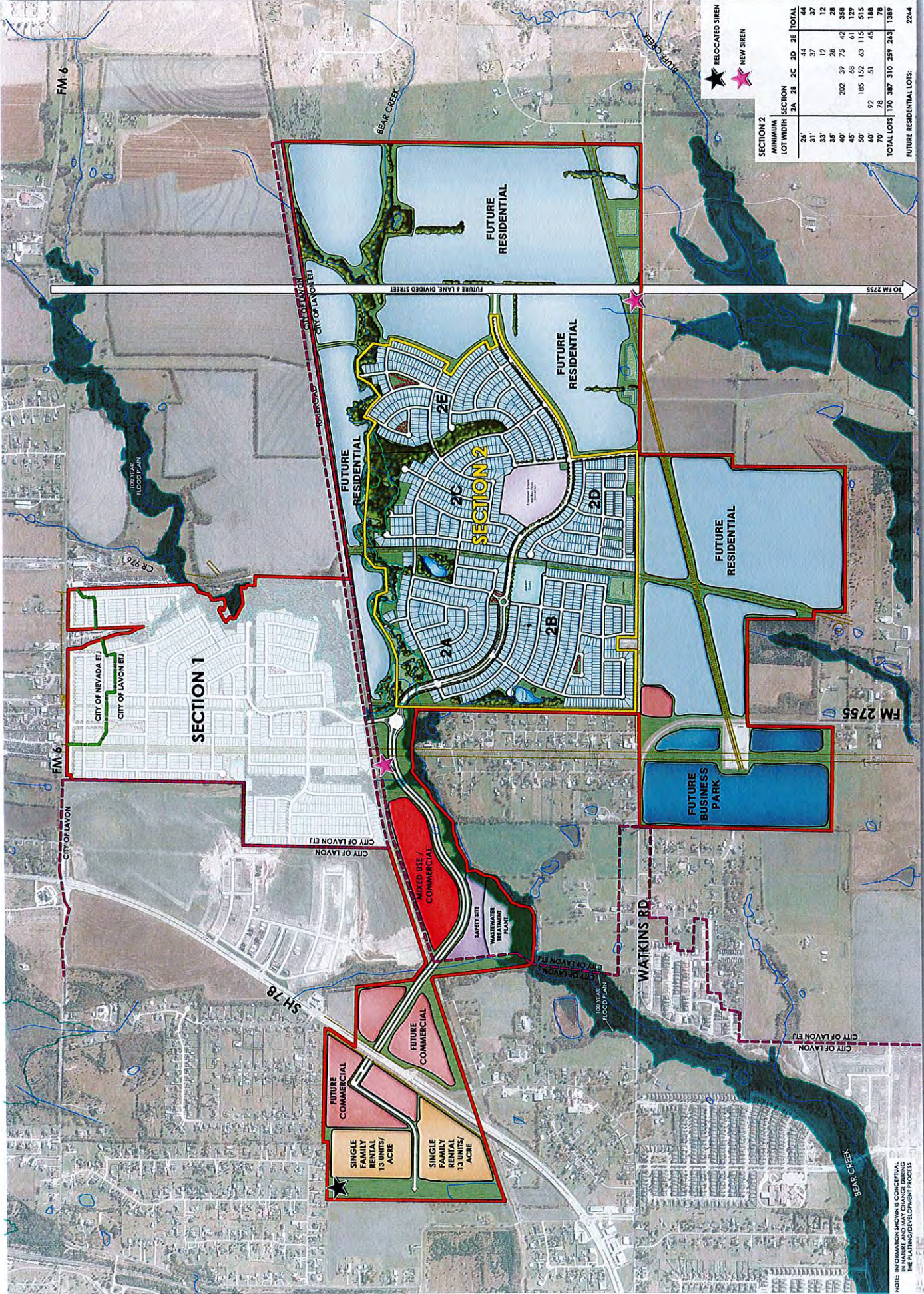
The State of Texas  
County of Dallas

Before me, the undersigned authority, appeared Alan Bain  
on this the 8th day of July, 20 21.

Ashley Grant

Notary Public in and for Dallas County, Texas





SECTION 2		SECTION					TOTAL
MINIMUM LOT WIDTH	SECTION 2A	2B	2C	2D	2E		
34'	34	37	37	37	37	37	
31'	12	12	12	12	12	12	
33'	202	39	75	42	358	28	
40'	185	68	61	129	515	129	
45'	50	50	51	45	188	45	
50'	92	28	387	310	259	243	
70'						1389	
						2244	

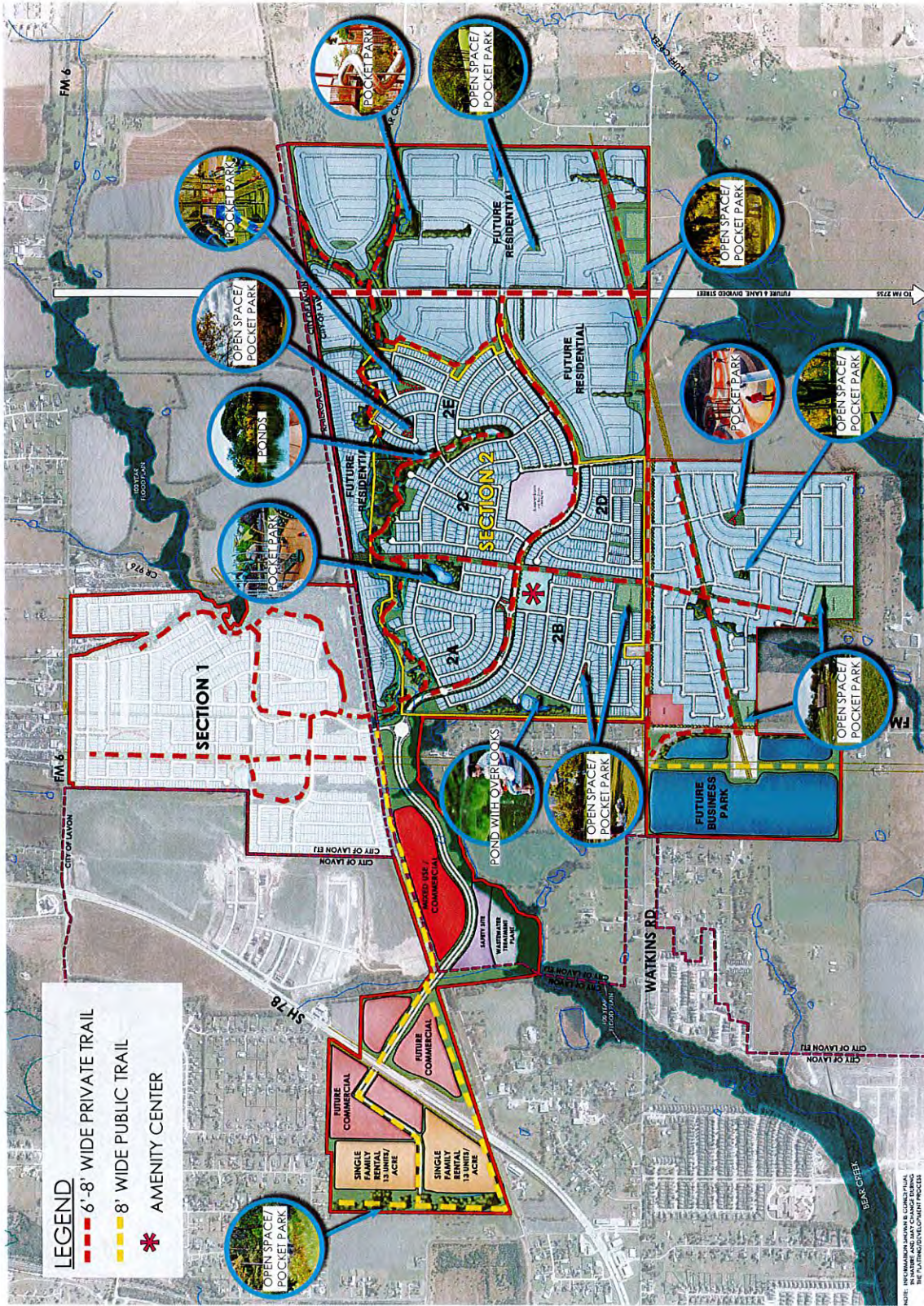
RELOCATED SIREN  
 NEW SIREN

NOTE: INFORMATION SHOWN IS CONCEPTUAL IN NATURE AND MAY CHANGE DURING THE FINAL DEVELOPMENT PROCESS.

# ELEVON



EXHIBIT C-2



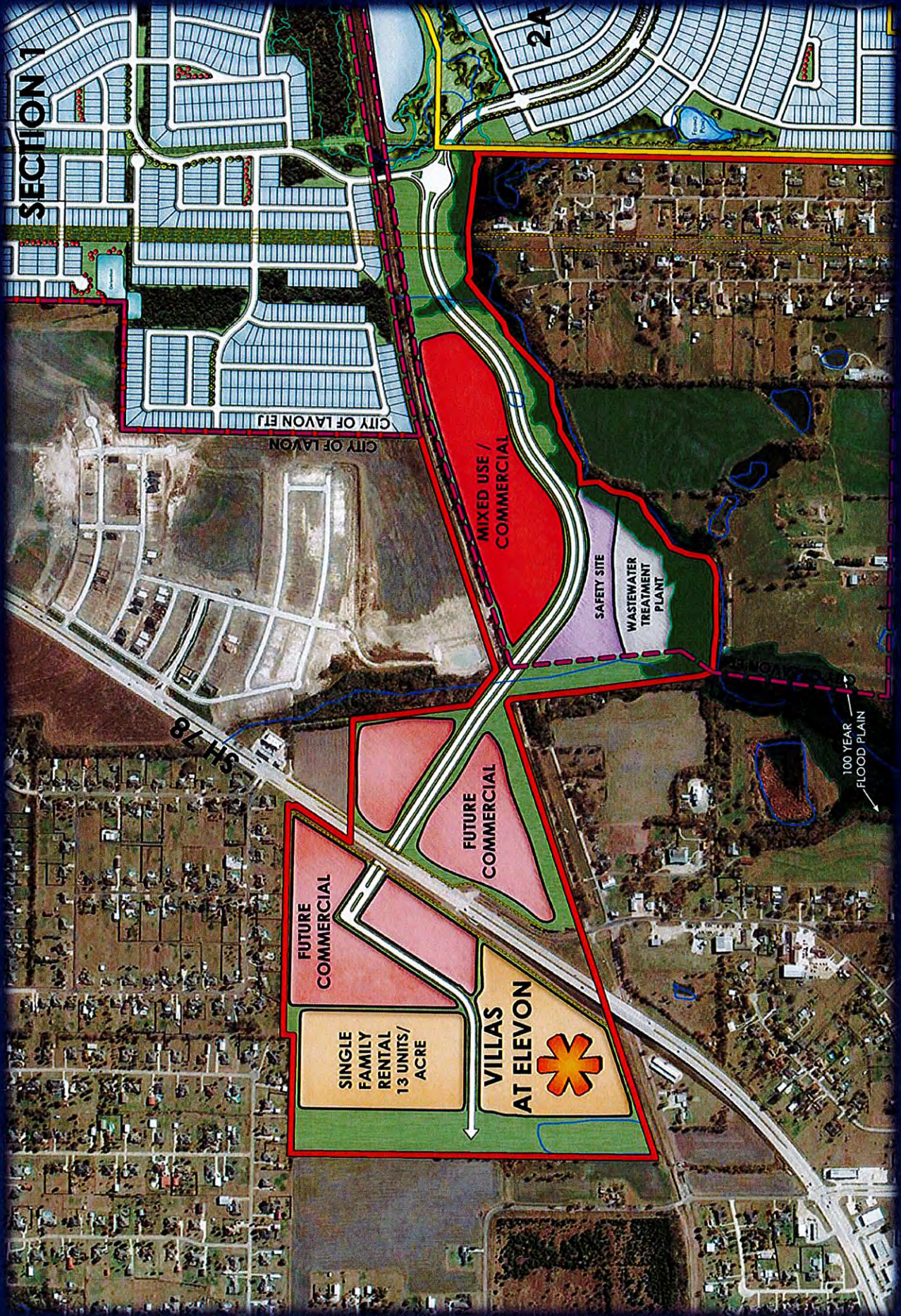
**LEGEND**  
 - - - 6'-8' WIDE PRIVATE TRAIL  
 - - - 8' WIDE PUBLIC TRAIL  
 \* AMENITY CENTER

SEPTEMBER 15, 2021  
 MATL02B

OPEN SPACE PLAN

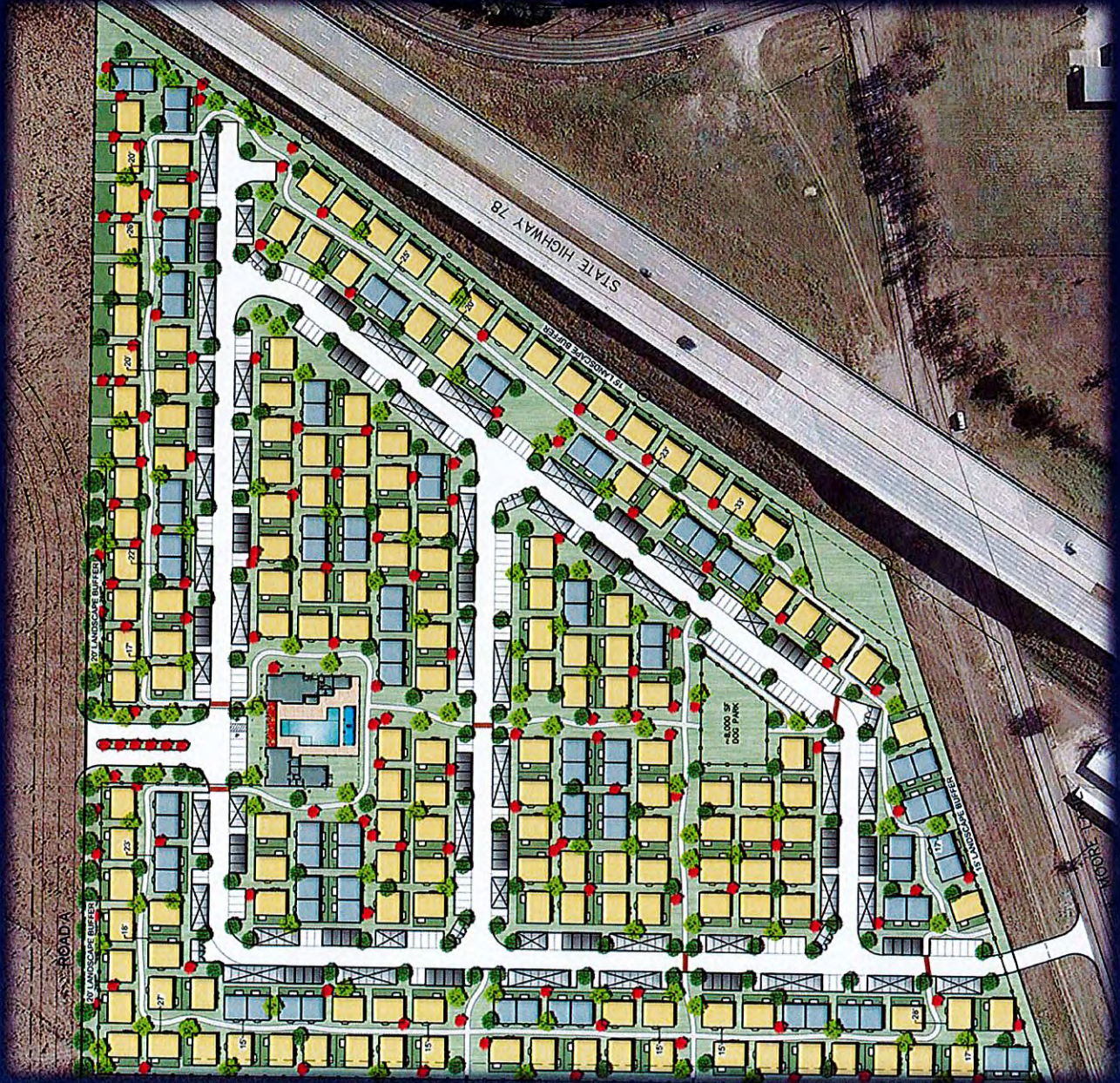
**VILLAS AT  
ELEVON**

# NEIGHBORHOOD CONTEXT



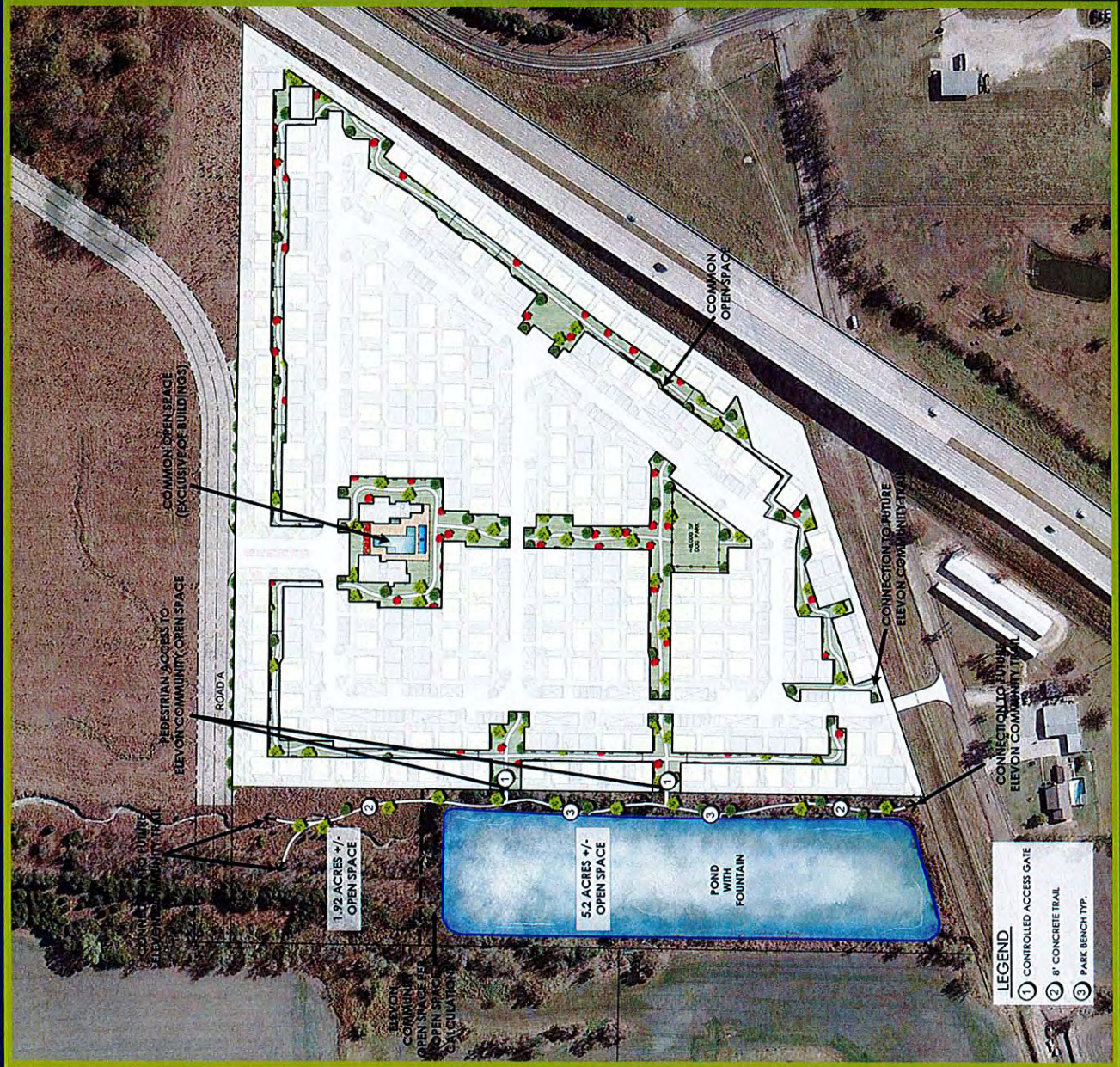
# NEIGHBORHOOD CONCEPT

- 21.9 Acre Site (Developable)
- 251 Homes
  - 82 - 1 Bedroom
  - 169 - 2 Bedroom
- 12 Homes/Acre Max
- 1 Story Tall Homes
- All Homes Will Have at Least 1 Covered Pkg Space
- Common Ownership (Homes will not be for sale)
- Neighborhood Managed by a Management Company



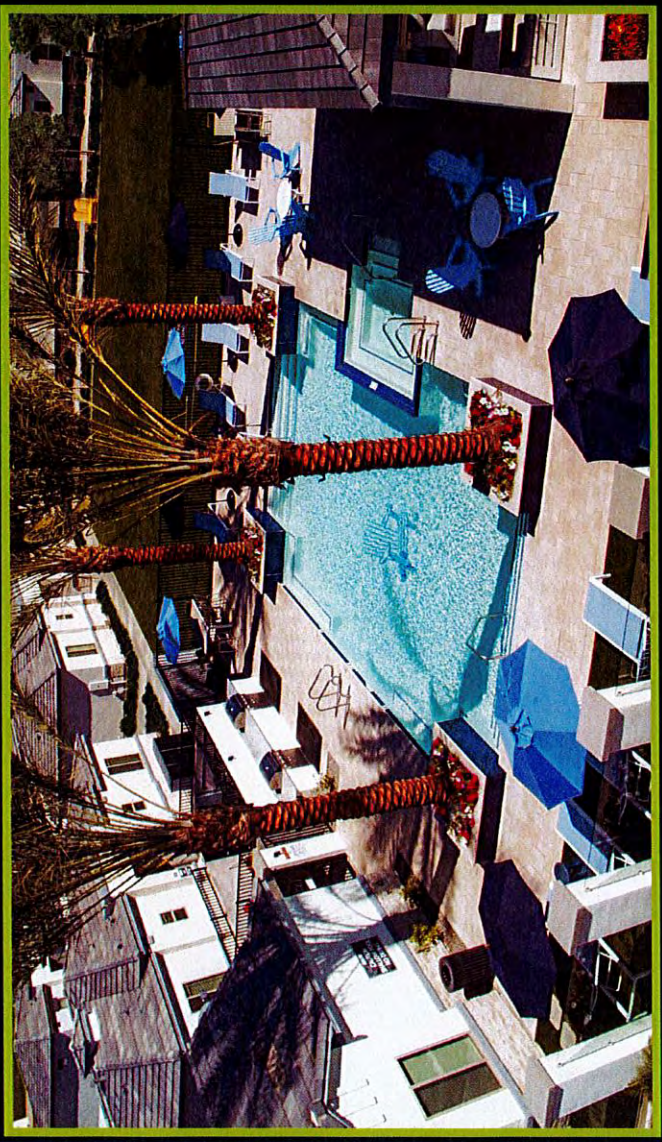
# OPEN SPACE CONCEPT

- 9.1 Acres (31% of Site)
- 5.2 AC (Community)
- 3.9 AC (Neighborhood)
- Pedestrian Connections to Community Space.
- Neighborhood Space
  - Swimming Pool
  - Clubhouse
  - Gym
  - Dog Park
  - 1 + Miles of Walking Trail



# NEIGHBORHOOD FEATURES

- Smart Entry Security Gates
- Covered Parking
- Detached Garages
- Covered Carports
- Fitness Center/Heated Pool
- Community Wi Fi
- Roving Security
- Package Delivery to Backyard
- Pocket Parks-Dog Park
- Neighborhood Barbecues



## IN-HOME AMENITIES

- Granite Countertops
- Full-Sized Washer/Dryer
- Fenced & Gated Back Yard
- Pet Door
- Stainless Appliances
- 10' – 12' Ceilings
- Technology Package
  - Digital Thermostat
  - Smart Lighting
  - Smart Key-Less Door
  - Doorbell w/Camera
  - Smart Home Phone App





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

Notice is hereby given that the **Planning and Zoning Commission** will hold a public hearing at the meeting starting at 7:00 PM, Tuesday, **September 28, 2021** at Lavon City Hall, 120 School Rd. Further notice is given that a second public hearing is scheduled where the request and the recommendation of the Planning and Zoning Commission will be considered by the **City Council** at a meeting starting at 7:00 PM, Tuesday, **October 19, 2021** at Lavon City Hall. At such times and place, the Commission and the Council will hear and take action on:

**Request:** Consider an application for a zoning change from Agricultural (A) District to a Planned Development (PD) District consisting of 653 residential lots and a 10-acre commercial lot on 205.503 acres of land proposed for annexation, requested by Meritage Homes of Texas, LLC.

**Property Description:** Proposed Trails of Lavon addition, consisting of 205.503 acres of land identified as part of the Drury Anglin Survey, A-2, Tract 74, 68 and the S A Roberts Survey, A-773, Tract 3 (CCAD Prop ID 1249928, 1249982, and 1291872), south of Crestridge Meadows and Bear Creek Phases 3, 4, and 5, west of Meadowcreek Estates, northeast of the intersection of CR 484 and CR 483, and southwest of the intersection of CR 484 and CR 485, Collin County, Texas.

Additional information regarding the request is on the reverse of this notice and may be obtained at [cityhall@lavontx.gov](mailto:cityhall@lavontx.gov) or at 972-843-4220. You are receiving this notice because the subject property is located within 200 feet of your property. The public hearing may be continued should an applicant so request. Interested citizens are invited to attend the public hearing and participate in the same.

---

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

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

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

**Signature:** \_\_\_\_\_

Name (printed): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

*You may return this form to: **City of Lavon**        or via email to: [CityHall@cityoflavon.org](mailto:CityHall@cityoflavon.org)  
**P.O. Box 340**  
**Lavon, Texas 75166***

## Villas at Elevon

name	address	city	st	zip	loc
Straddle LP	2101 Cedar Springs Rd. Ste 600	Dallas	TX	75201-1591	SH 78
Bobby Robinson	P.O. Box 223	Lavon	TX	75166-0223	208 Moore Ln
Bobby Robinson	P.O. Box 223	Lavon	TX	75166-0223	208 Moore Ln
Sharon Gray	P.O. Box 130711	Carlsbad	CA	92013-0711	SH 78
Marvalene Smith Living Trust	9509 FM 17	Grand Saline	TX	75140-4497	400 Lake Rd.
Yueying Wang	14044 Stringfellow Ln	Lavon	TX	75166-1849	Lake Rd. Property

**City of Lavon: Rezoning Request  
Elevon Build-to-Rent  
August 31, 2021 (In Addition to Second Comment Conference on August 17, 2021)  
Second Comments**

Applicant provided documents for second submittal in five separate emails on August 12, August 17, August 19, August 24, and August 26, 2021.

**JB I Responses in RED below. (September 3, 2012)**

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1. Where comments on one exhibit necessitate revisions to one or more other exhibits, please update the other exhibits as applicable.  
**Noted and done.**
2. Approval of the rezoning request does not constitute approval of a plat configuration or engineering meeting all requirements of the Code of Ordinances. An associated plat, approved and filed, will be required prior to the issuance of a building permit.  
**Noted.**
3. A complete Comment Response Letter, addressing any of the comments below or any rejected revisions to Exhibit H is required upon resubmittal.  
**Noted. This document is intended to serve this purpose.**
4. The proposed ordinance and associated exhibits need to be included in the associated development agreement. Provide language in the associated development agreement that references the standards contained herein.



**This associated exhibits and proposed ordinance, once approved by the City Council, will be forwarded to the developer of Elevon. Your request will be passed on to him.**

5. Revise the exhibits to be clearly named and labeled the following:
  - a. Exhibit A – Location Map and Legal Description
  - b. Exhibit B – Concept Plan
  - c. Exhibit C – Open Space Plan
  - d. Exhibit D – Typical Planting Plan (*Two Pages*)
  - e. Exhibit E – Fencing Plan
  - f. Exhibit F – Detail Plan
  - g. Exhibit G – Architecture (*Two Pages*)
  - h. Exhibit H – Development Standards (*Three Pages*)**All exhibits have been labeled per the above direction.**
6. Revise Exhibit A to address the following:
  - a. Include the open space to the west in a common area and show and label associated drainage/detention features required for the development.  
**Exhibit A has been revised to incorporate the approximate 7 acres of the Elevon community open space into the rezoning request.**
  - b. Remove “West Commercial Tract” from the title block.  
**The label has been removed. The drawing has been relabeled, “Villas at Elevon”.**
7. Revise Exhibit B to address the following:
  - a. Show required perimeter sidewalks adjacent to all public rights-of-way.  
**Per our conversation on August 31, 2021, a note has been added to the exhibit indicating the sidewalk along Road A will be provided per the city’s construction standards. It was noted a sidewalk exists along SH 78 for the entire length of the site along that road.**
  - b. Call out dimensions where landscape buffers adjacent to all public rights-of-way are required.  
**Dimensions for buffers have been provided.**
  - c. Show canopy trees adjacent to public rights-of-way where required (minimum one per 40 linear feet).  
**Canopy trees have been added to Exhibit B per the above spacing requirement.**
  - d. Provide a sidewalk or trail on the east or west side of the dog park to provide a continuous pedestrian system.



# Summary of Comments on 210909 - Third Comments - Villas at Elevon Resubmittal Packet JS Reply 091521.pdf

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Page: 1

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Number: 1 Author: Abra.Nusser Subject: Sticky Note Date: 9/9/2021 11:47:16 AM

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Development Agreement will be approved prior to this request. Exhibits will need to be incorporated utilizing associated language accordingly.

Author: jsylo Subject: Sticky Note Date: 9/10/2021 8:56:31 AM

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We will reference/include whatever exhibits are current.

Number: 2 Author: Abra.Nusser Subject: Sticky Note Date: 9/9/2021 11:47:12 AM

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Not located.

Author: jsylo Subject: Sticky Note Date: 9/15/2021 2:08:31 PM

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The variousl buffers have been dimensioned and are shown on Exhibit B.

The 6' wide Neighborhood Walkway has been added on the east side of the dog park.

- e. Provide a more logical alignment of the trail in the southernmost area of the subject property to connect east to west.

The homes in the southwest corner of the neighborhood have been reconfigured to provide a more fluid path for the Neighborhood Walkway.

- f. Provide crosswalks at locations where the trail crosses fire lane.

Crosswalks have been delineated on concept plan to show how the Neighborhood Walkway crosses drives in the neighborhood.

- g. Correct the Parking Summary to put the required ratios included in the Development Standards (including the mail kiosk requirements previously provided in staff comments) and the parking provided with properly labeled columns.

Table B on Exhibit H has been revised to eliminate references to parking. Exhibit B is the only exhibit where parking is now referenced.

- h. Provide green space at a minimum of 20 feet wide with all units fronting or backing to it with direct access through a back or front door and a window(s) onto the space.

With the exception of the area where the neighborhood Walkway is located, the space between most homes is 10'.


- i. Show canopy trees along the trail at a minimum frequency of one per 40 linear feet.


 1 Exhibits D-1 and D-2 graphically depict shade trees spaced at a maximum of 40' on-center. Additionally, notes have been added to both exhibits outlining the requirement.

There are areas in the northwest and southwest corners of the subject property that should be adjusted for trail alignment to be between the rows of units.

The homes in the northwest and southwest corners of the neighborhood have been reconfigured to better accommodate the Neighborhood Walkway.

- i. Provide and label the trails associated with the overall Elevon Trail/Open Space Plan.

 2 A schematic design has been developed for the Elevon community open space immediately west of the Villas neighborhood delineating a trail which will be part of the Elevon trail system. Any additional trails will be determined by the developer of the Elevon community and are not part of this rezoning request.

- 8. Revise Exhibit C to address the following:  3

- a. Provide minimum 20 percent open space. A minimum 10 percent shall be usable open space. Usable open space is designed and intended to be used for outdoor living and/or recreation. It excludes land within the floodplain, land that is too steep for normal recreation, landscape buffers without shaded trails along roadways, detention and retention ponds without programming/amenities, and private patios.

 4

Exhibit C has been updated to include the acreage within the Elevon community open space. The associated acreage table has also been updated.

- b. Include the open space to the west, including the required detention for this project which will also be included on an associated plat.

 5

An Exhibit C-1 has been developed which depicts the schematic design for the Elevon community open space.

- c. The green space with associated trail through the units should be a minimum of 20 feet wide, and all units should be provided direct access through a back or front door and a window(s) onto the space.

 6

Per our discussion on the 31<sup>st</sup>, open spaces where Neighborhood Walkways are shown are primarily at least 20' wide. There are a couple of instances where the space is 17'-18' wide and along the west side of the neighborhood where the space is generally 15' wide. In order to accomplish the 20' of width in per the above comment, numerous homes will have to be eliminated from the design. We request open spaces as shown, serve as the open space plan for the neighborhood.

 7

Canopy trees along the trail shall be at minimum frequency of one per 40 linear feet.

Exhibits D-1 and D-2 graphically depict shade trees spaced at a maximum of 40' on-center. Additionally, notes have been added to both exhibits outlining the requirement.

Provide and show remaining trail segments and associated pedestrian crossings to complete the loop around the subject property.

## Page: 2

- 
- Number: 1 Author: Abra.Nusser Subject: Sticky Note Date: 9/9/2021 11:38:37 AM  
Some discrepancies between exhibits. Add to Open Space and Landscaping section of Exhibit H for clarification.
- Author: jsylo Subject: Sticky Note Date: 9/10/2021 9:01:28 AM  
A note exists on Exhibits D-1 and D-2 that indicates the required spacing of the shade trees as 40'.
- 
- Number: 2 Author: Abra.Nusser Subject: Sticky Note Date: 9/9/2021 11:38:50 AM  
Not provided.
- Author: jsylo Subject: Sticky Note Date: 9/15/2021 2:12:45 PM  
The trail connections to the Elevon Community Trail system are being shown on Exhibit C. Since the Elevon trail is not part of the rezoning request, the trail configuration is not being shown.
- 
- Number: 3 Author: Abra.Nusser Subject: Sticky Note Date: 9/9/2021 12:32:25 PM  
Exhibits C, C-1, and D all reference a note at the bottom to "Landscape Plans." Please clarify which exhibit in the submittal is intended to reflect required landscaping if not these.
- Author: jsylo Subject: Sticky Note Date: 9/10/2021 9:11:35 AM  
The "landscape plans" referenced will be the actual construction plans for the landscaping. Specific materials and locations of materials can't be accurately determined at this stage of the development process.
- 
- Number: 4 Author: Abra.Nusser Subject: Sticky Note Date: 9/9/2021 11:40:38 AM  
There is a discrepancy in open space calculations. A minimum of 5.8 acres of usable open space is required, and Exhibit C is stating there is 3.9 acres although there is more due to the inclusion of the open space to the west. Revise Exhibit C to correct the provided open space calculations or clarify this discrepancy.
- Author: jsylo Subject: Sticky Note Date: 9/15/2021 2:14:56 PM  
Exhibit C has been amended to include the Elevon Community Open Space and more clearly indicate its relation to the Villas at Elevon neighborhood.
- 
- Number: 5 Author: Abra.Nusser Subject: Sticky Note Date: 9/9/2021 11:41:53 AM  
Revise C-1 to show the Controlled Access Gates referenced in the legend.
- Author: jsylo Subject: Sticky Note Date: 9/15/2021 2:16:22 PM  
Exhibit C-1 has been eliminated. The information provided on it has been incorporated into Exhibit C. The gates are identified on Exhibit C.
- 
- Number: 6 Author: Abra.Nusser Subject: Sticky Note Date: 9/9/2021 11:42:34 AM  
Provide some dimension callouts for verification.
- Author: jsylo Subject: Sticky Note Date: 9/15/2021 2:17:09 PM  
The called out dimensions have been more clearly delineated on Exhibit B.
- 
- Number: 7 Author: Abra.Nusser Subject: Sticky Note Date: 9/9/2021 11:43:19 AM  
Some discrepancies between exhibits. Add to Open Space and Landscaping section of Exhibit H for clarification.
- Author: jsylo Subject: Sticky Note Date: 9/15/2021 2:21:33 PM  
The maximum 40' tree spacing is indicated in the Development Standards and on Exhibits D-1 and D-2.
-

The Neighborhood Walkway trail has been reworked in those areas of the site where it was not as fluid as it could have been.

9. Revise Exhibit B, D, E, and F to address the following:

- d. Clarify the northwest portion of the subject property in terms of perimeter fencing vs. patio fencing and associated linework on Exhibit B, D, E, and F and correct any discrepancies as applicable.



All of the exhibits are consistent with respect to fencing. In those instances where the backyard is adjacent to the neighborhood's perimeter screening wall, the screen wall will serve as that portion of the backyard fence.

10. Revise Exhibit G to address the following:

- e. Provide additional elevations to address the monotony standard previously requested:

Per our discussion on the 31<sup>st</sup>, the elevations as shown on Exhibit G comply with the monotony standards.

Any house elevation shall not be repeated on the houses adjacent to it on any side or view.

Per our discussion on the 31<sup>st</sup>, it was agreed that this requirement should only apply to front elevations. Exhibit H has been amended accordingly.



- f. Provide garage elevations as previously requested.

Garage elevations have been provided (Exhibit G-3)

- g. Include a minimum of one operable window, minimum 2 feet by 2 feet, on each side of each unit for safety as previously requested. Where attached units are proposed, each unit shall have its own windows to satisfy the requirement on the elevations not containing the shared wall.



This requirement is met on all building elevations with the exception of the Right elevation on the single-family detached homes. The floor plan of that home does not easily accommodate for a window on that wall.

- h. Provide four-sided architecture that breaks up each elevation with more than one building material or design element(s) as previously requested. With the units so close together and the potential for views of all exterior sides as well, four-sided architecture of each unit is essential. This applies to garage structures as well.

Per our discussion on the 31<sup>st</sup>, it was agreed that 3-sided (front, right side, left side) architecture was acceptable since the rear wall will be screened from view by the backyard fence which will be 6' high. Exhibit G depicts 3-sided architecture for the homes.

- i. Remove the note in the bottom left of each page and include any proposed standards in the Exhibit H if applicable.

The note has been removed.

11. Revise Exhibit H to address the following:

- j. See track changes/comments in the Word document.

- k. Update standards as applicable with any updates to other exhibits. Please track changes in the Word document to prevent entire re-review and include any rejected revisions in the associated Comment Response Letter with an explanation of why the revision is not proposed to be accepted.



Exhibit H has been reviewed and slight modifications have been made. The modifications are generally for clarification purposes. The modifications are identified through the tracking process.

- 
- Number: 1 Author: Abra.Nusser Subject: Sticky Note Date: 9/9/2021 11:44:09 AM  
Still discrepancy in Road A area on Exhibit E vs. others.
- Author: jsylo Subject: Sticky Note Date: 9/10/2021 9:41:28 AM  
Exhibit E has been corrected.
- 
- Number: 2 Author: Abra.Nusser Subject: Sticky Note Date: 9/9/2021 2:26:40 PM  
Revise rear elevation to reflect four sided architecture. Masonry, offsets, lighting, facade landscaping, some combination of detailing.
- Author: jsylo Subject: Sticky Note Date: 9/15/2021 2:22:47 PM  
Exhibit G-3 has been revised to provide an updated rear elevation for the garage.
- 
- Number: 3 Author: Abra.Nusser Subject: Sticky Note Date: 9/9/2021 2:25:29 PM  
Clarify why floor plan is prohibitive to add a window on the right elevations. If elevations are not revised, Staff will note to P&Z and City Council that this was requested during review.
- Author: jsylo Subject: Sticky Note Date: 9/15/2021 2:26:05 PM  
As discussed during our meeting on September 14th, the floor/wall plan for the kitchen does not lend itself to providing a window in that wall because of the stove vent and cabinets. Additionally, in the bedroom area, per the home design, the bed's headboard will be against that wall, which once again, does not lend itself to providing a window in the wall.
- 
- Number: 4 Author: Abra.Nusser Subject: Sticky Note Date: 9/9/2021 11:46:52 AM  
See comments in document.
- Author: jsylo Subject: Sticky Note Date: 9/15/2021 2:26:36 PM  
Exhibit H has been reviewed.
-



## CITY OF LAVON Agenda Brief

MEETING: October 19, 2021

ITEM: 7-J

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**Item:**

Public hearing, discussion, and action to consider testimony and act on an ordinance designating a contiguous geographic area within the extraterritorial jurisdiction and corporate limits of the city, being approximately 1292.19 acres of land generally located east of Highway 78, as a reinvestment zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number Two [TIRZ NO. 2], City of Lavon; describing the boundaries of the zone; creating a board of directors for the zone; establishing a Tax Increment Fund for the zone; containing findings related to the creation of the zone; providing a date for the termination of the zone; providing that the zone take effect immediately upon passage of the ordinance; providing a severability clause; and providing an effective date.

- 1) Presentation of request.
- 2) PUBLIC HEARING to receive comments regarding the request.
- 3) Discussion and action regarding the request and accompanying Ordinance No. 2021-10-07.

**Background:**

In the development agreement between the City and the owner and developer of Elevon, the parties agreed that a tax reinvestment zone (TIRZ) would be created over the full property, including roads and rights of way in and adjacent to the zone. The TIRZ funds will be used to finance public improvements in the zone.

The following conditions and criteria have found to be true for the Elevon property and development project:

1. That creation of the proposed reinvestment zone will result in benefits to the City, its residents and property owners, in general, and to the property, residents and property owners in the reinvestment zone.
2. That the proposed reinvestment zone meets the state law criteria in that: a) the property is located within the extraterritorial jurisdiction (ETJ) and corporate limits of the City; and b) the property is predominately open, undeveloped, and the lack of necessary public improvements impairs sound growth of the City.
3. That less than 30 percent of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes.

4. That the total appraised value of taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City does not exceed 50 percent of the current total appraised value of taxable real property in the City.

5. That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City.

6. That the development of the Property in the proposed reinvestment zone will not occur solely through private investment in the reasonably foreseeable future. In the ETJ, the approval of the formation of municipal utility districts indicates that development will not occur solely through private investment.

7. The prepared Preliminary Project and Finance Plan is feasible.

***Staff Notes:***

The city attorney and consulting team have reviewed and participated in the development of the development agreement, ordinance and preliminary project and finance plan.

Approval is recommended.

**Attachments:** Proposed Ordinance and Preliminary Project and Finance Plan

**CITY OF LAVON, TEXAS**  
**ORDINANCE NO. 2021-10-07**

Creation of Reinvestment Zone Number Two, City of Lavon

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN THE EXTRATERRITORIAL JURISDICTION AND CORPORATE LIMITS OF THE CITY AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER TWO, CITY OF LAVON; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lavon, Texas (the “City”), pursuant to Chapter 311 of the Texas Tax Code, as amended (the “Act”), may designate a geographic area within the extraterritorial jurisdiction and corporate limits of the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

**WHEREAS**, the Act provides that the governing body of a municipality by ordinance may designate a contiguous or noncontiguous geographic area that is in the corporate limits of the municipality, in the extraterritorial jurisdiction of the municipality, or in both to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

**WHEREAS**, the City Council of the City (the “City Council”) desires for the City to consider the creation of a tax increment reinvestment zone with the parcels included within the Zone identified on *Exhibit A*, attached hereto, and more generally depicted in *Exhibit B* attached hereto (the “Zone”); and

**WHEREAS**, pursuant to and as required by the Act, the City has prepared a *Reinvestment Zone Number Two, City of Lavon, Texas Preliminary Project and Financing Plan*, dated October 19, 2021, attached as *Exhibit C* (hereinafter referred to as the “Preliminary Project and Finance Plan”) for a proposed tax increment reinvestment zone containing the real property within the Zone; and

**WHEREAS**, notice of the public hearing on the creation of the proposed zone was published in the official newspaper of the City on or before October 12, 2021, which date is the seventh (7<sup>th</sup>) day before the public hearing held on October 19, 2021; and

**WHEREAS**, on October 19, 2021, the City Council opened a public hearing in accordance with Section 311.003(c) of the Act and interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; and

**WHEREAS**, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on October 19, 2021; and

**WHEREAS**, the public hearing was held in full accordance with Section 311.003(c) of the Act; and

**WHEREAS**, the City has taken all actions required to create the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

**WHEREAS**, the percentage of the property in the proposed zone, excluding property that is publicly owned, that is used for residential purposes is less than thirty percent; and

**WHEREAS**, a Preliminary Project and Finance plan has been prepared for the proposed reinvestment zone.

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

**SECTION 1. RECITALS INCORPORATED.**

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are incorporated and adopted as part of this Ordinance for all purposes.

**SECTION 2. FINDINGS.**

That the City Council, after conducting the above described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

- (a) That the public hearing on the creation of the proposed reinvestment zone has been properly called, held and conducted and that notice of such hearing has been published as required by applicable law, including the Act; and
- (b) That creation of the proposed reinvestment zone with boundaries as described and depicted in *Exhibits A and B* will result in benefits to the City, its residents and property owners, in general, and to the property, residents and property owners in the reinvestment zone; and
- (c) That the proposed reinvestment zone, as described and depicted in *Exhibit A* and *Exhibit B*,

meets the criteria for the creation of a reinvestment zone set forth in the Act in that:

1. It is a geographic area located within the extraterritorial jurisdiction of the City; and
  2. The area is predominately open, undeveloped or underdeveloped, and the lack of necessary public improvements impairs sound growth of the City; and
- (d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and
- (e) That the total appraised value of taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 50 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and
- (f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City; and
- (g) That the development or redevelopment of the Property in the proposed reinvestment zone will not occur solely through private investment in the reasonably foreseeable future; and
- (h) The City Council has prepared the Preliminary Project and Finance Plan prior to the execution of this Ordinance; and
- (i) The City Council finds that the Preliminary Project and Finance Plan is feasible.

**SECTION 3. DESIGNATION AND NAME OF THE ZONE.**

Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the area described and depicted in *Exhibit A* and *Exhibit B* hereto as a tax increment reinvestment zone. The name assigned to the zone for identification is **Reinvestment Zone Number Two, City of Lavon** (hereinafter referred to as the "Zone").

**SECTION 4. BOARD OF DIRECTORS.**

- (a) The City Council hereby creates a board of directors for the Zone (hereinafter referred to as the "Board") consisting of six (6) members all appointed by the City Council. Council Members may serve as Board members.
- (b) The Board members appointed to the Board shall be eligible to serve on the Board if that person is at least 18 years of age and is a resident of the county in which the Zone is located or a county adjacent to that county.

- (c) The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone (hereinafter referred to as the "Project and Finance Plan") as required by the Act, and shall submit the Project and Finance Plan to the City Council for approval. The Board shall consider amendments to the Project and Finance Plan on its own initiative or upon submission by the City Council, but amendments considered by Board shall not take effect unless and until adopted by City Council.
- (d) Directors shall not receive any salary or other compensation for their services as directors.
- (e) Members of the Board shall be appointed for terms of two years. The terms of the Board members may be staggered. The City Council may remove and replace Board members at any time during a term.
- (f) The initial Board shall be six members and the following shall be members:
  - 1. Mayor
  - 2. City Councilmember, Place 1
  - 3. City Councilmember, Place 2
  - 4. City Councilmember, Place 3
  - 5. City Councilmember, Place 4
  - 6. City Councilmember, Place 5

The City Council hereby appoints Mayor to serve as chairman of the Board during the time the initial Board is serving. Each year the City shall appoint one member of the Board to serve as chairman for a term of one year that begins on January 1 of the year. If City Council does not appoint a chairman during that period, the Mayor is automatically appointed to serve as chairperson for the term that begins on January 1 of the following year. The Board may elect a vice-chairman to preside in the absence of the chairman or when there is a vacancy in the office of chairman. The Board may elect other officers as it considers appropriate.

**SECTION 5. DURATION OF THE ZONE.**

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2071; or (ii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act; or (iii) at a time designated by subsequent ordinance.

**SECTION 6. TAX INCREMENT BASE AND TAX INCREMENT.**

Pursuant to Section 311.012(c) of the Act, the tax increment base of the City, or any other taxing unit participating in the Zone, is the total taxable value, as of January 1, 2021, of all real property taxable by the City or other taxing unit participating in the Zone, and located in the Zone for the

year in which the Zone was designated as a reinvestment zone (the "Tax Increment Base"). That consistent with Section 311.012(a) of the Act, the amount of the tax increment for a year is forty-five percent (45%), of real property taxes levied, and collected by the City and all or a portion of property taxes of other taxing units participating in the Zone and located in the Zone (as set forth in an agreement to participate in the Zone) for that year on the Captured Appraised Value (defined below) of real property taxable by City or other taxing unit participating in the Zone and located in the Zone (the "Tax Increment"). Consistent with Section 311.012(b) of the Act, the Captured Appraised Value of real property taxable by the City or other taxing unit participating in the Zone for a year is the total appraised value of all real property taxable by the City or other taxing unit and located in the Zone for that year less the Tax Increment Base (the "Captured Appraised Value").

**SECTION 7.            TAX INCREMENT FUND.**

There is hereby created and established a "Tax Increment Fund" for the Zone that may be divided into subaccounts as authorized by subsequent ordinances, into which the Tax Increment of the City, as such increments are described in the Project and Finance Plan and includes administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The Tax Increment Fund and any subaccounts shall be maintained at the affiliated depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues to be dedicated to and used in the Zone shall be deposited into the Tax Increment Fund from which money will be disbursed to pay project costs, plus interest, for the Zone, however excess funds may be transferred to the City's general fund as determined by the City.

**SECTION 8.            SEVERABILITY CLAUSE.**

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

**SECTION 9.            OPEN MEETINGS.**

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

**SECTION 10.**

**EFFECTIVE DATE.**

This Ordinance shall take effect immediately upon its adoption in accordance with and as provided by law and the City Charter.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, THIS THE 19TH DAY OF OCTOBER, 2021.**

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Vicki Sanson, Mayor

**ATTEST:**

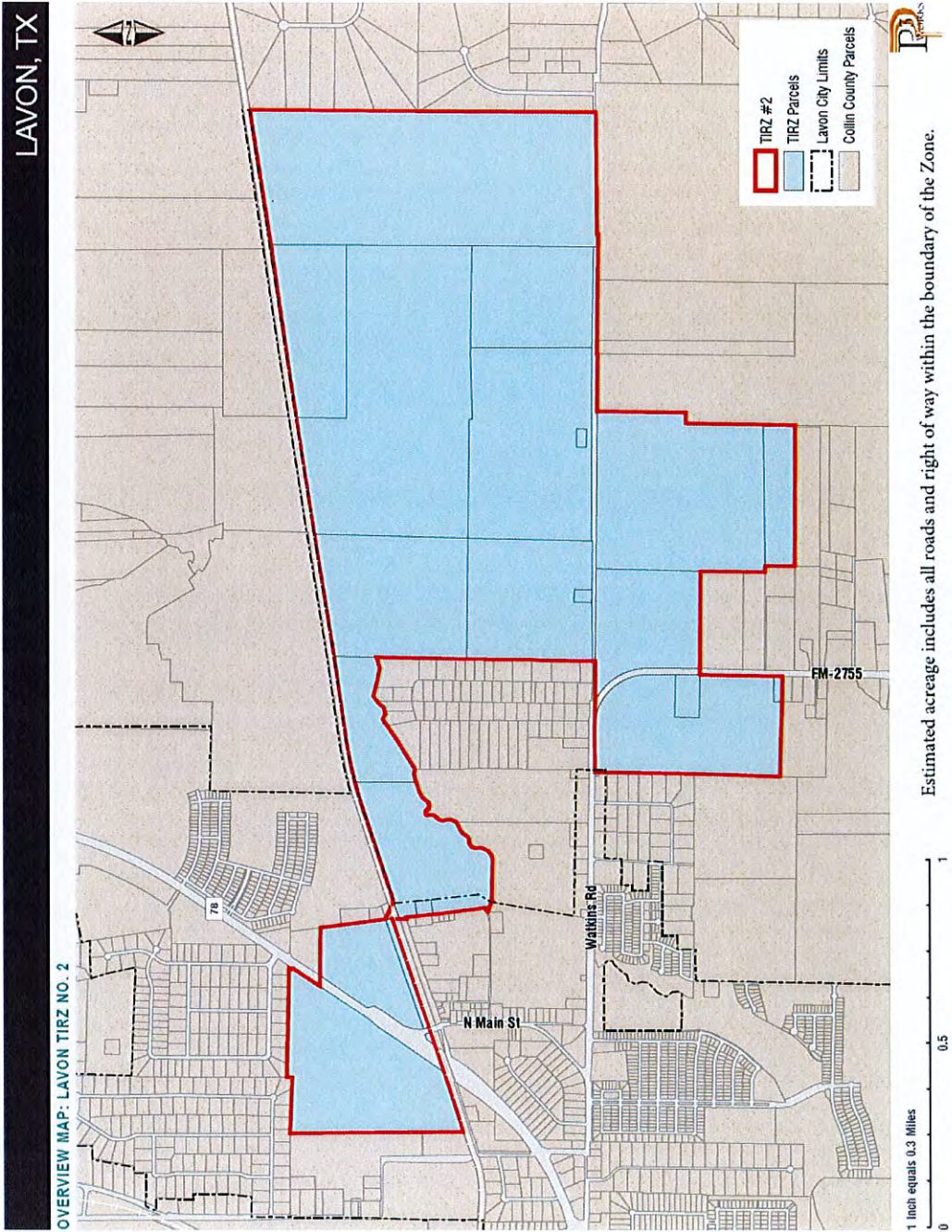
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Rae Norton, City Secretary

**Exhibit A**  
**Parcel Identification**

<b>Property ID</b>	<b>Legal Description</b>
1287164	ABS A0249 J P DAVIS SURVEY, SHEET 1, TRACT 2, 119.391 ACRES
1287173	ABS A0249 J P DAVIS SURVEY, SHEET 1, TRACT 3, 20.005 ACRES
1290034	ABS A0740 S M RAINER SURVEY, SHEET 6, TRACT 8, 216.85 ACRES
1290132	ABS A0740 S M RAINER SURVEY, SHEET 3, TRACT 18, 60.0 ACRES
1290141	ABS A0740 S M RAINER SURVEY, SHEET 3, TRACT 19, .5 ACRES
1290150	ABS A0740 S M RAINER SURVEY, SHEET 3, TRACT 20, 72.0 ACRES
1290169	ABS A0740 S M RAINER SURVEY, SHEET 3, TRACT 21, 191.21 ACRES
1290178	ABS A0740 S M RAINER SURVEY, SHEET 3, TRACT 22, 86.87 ACRES
1290203	ABS A0740 S M RAINER SURVEY, SHEET 3, TRACT 25, 55.66 ACRES
1290392	ABS A0740 S M RAINER SURVEY, SHEET 2, TRACT 41, 23.9915 ACRES
1290506	ABS A0740 S M RAINER SURVEY, SHEET 2, TRACT 51, 54.0 ACRES
1290515	ABS A0740 S M RAINER SURVEY, SHEET 2, TRACT 52, 1.5 ACRES
2017567	ABS A0740 S M RAINER SURVEY, SHEET 3, TRACT 26, 1.05 ACRES
2032794	ABS A0740 S M RAINER SURVEY, SHEET 3, TRACT 19-9, 107.839 ACRES
2542828	ABS A0740 S M RAINER SURVEY, SHEET 1, TRACT 148, 87.2935 ACRES
2542829	ABS A0740 S M RAINER SURVEY, SHEET 1, TRACT 149, 31.3507 ACRES
2543097	ABS A0002 DRURY ANGLIN SURVEY, SHEET 1, TRACT 75, 79.324 ACRES
2543098	ABS A0002 DRURY ANGLIN SURVEY, SHEET 1, TRACT 52, 54.348 ACRES
2638134	ABS A0740 S M RAINER SURVEY, SHEET 1, TRACT 103, .285 ACRES
2638135	ABS A0740 S M RAINER SURVEY, SHEET 1, TRACT 153, 3.504 ACRES
2719973	WYLIE SWITCHYARD ADDITION (GCN), BLK 1, LOT 1
2806279	ABS A0002 DRURY ANGLIN SURVEY, SHEET 1, TRACT 97, 1.00 ACRES

*Exhibit B*  
Depiction of Zone



*Exhibit C*  
**Preliminary Project Plan and Finance Plan**



Preliminary Draft 10-15-2021

REINVESTMENT ZONE NUMBER TWO,  
CITY OF LAVON, TEXAS  
PRELIMINARY PROJECT AND FINANCE PLAN

OCTOBER 19, 2021

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## SECTION 1: INTRODUCTION

### 1.1 Authority and Purpose

The City of Lavon, Texas, a Texas general law municipality (the “City”) has the authority under Chapter 311, Texas Tax Code, Tax Increment Financing Act, as amended (the “Act”) to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area because the governing body of the City (the “City Council”) has determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone is feasible, and that creation of the Zone is in the best interest of the City and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

### 1.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if it is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

### 1.3 Proposed Zone

The City Council intends to create a tax increment reinvestment zone to be known as “*Reinvestment Zone Number Two, City of Lavon, Texas*” (the “Zone”) that includes approximately 1,295.41 acres of land within the corporate limits and extraterritorial jurisdiction of the City, with parcels identified on **Exhibit H** and depicted on **Exhibit A** (the “Property”). The Property is primarily owned by MA Partners, LLC, (the “Developer”). The City and the Developer have entered into an agreement detailing the obligations for the Zone (the “Development Agreement”). The Property is currently zoned agricultural, and single family. The Property is undeveloped, and due to its size, location, and physical characteristics, development will not occur solely through private investment in the foreseeable future. The Property substantially impairs and arrests the sound growth of the City because it is predominately open and undeveloped due to factors such as the lack of public infrastructure and the need for economic incentive to attract development to the Zone for the purpose of providing long-term economic

benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the public improvements, and other projects are financed as contemplated by this Preliminary Plan (hereinafter defined), the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City, Collin County, (the "County"), a quality master planned residential and commercial development.

#### **1.4 Preliminary Plan and Hearing**

Before the City Council adopts the ordinance designating the Zone, the City Council must prepare a preliminary reinvestment zone financing plan in accordance with the Act and hold a public hearing on the creation of the proposed Zone and its benefits to the City and to the Property, at which public hearing interested persons are given the opportunity to speak for and against the creation of the proposed Zone, the boundaries of the proposed Zone and the concept of tax increment financing, and at which hearing the owners of the Property will be given a reasonable opportunity to protest the inclusion of their Property in the proposed Zone. The requirement of the Act for a preliminary reinvestment zone financing plan is satisfied by this Preliminary Plan dated October 19, 2021 (the "Preliminary Plan"), the purpose of which is to describe, in general terms, the public improvements that will be undertaken and financed by the Zone. A description of how such public improvements and projects will be undertaken and financed will be determined by the Final Plan and by the TIRZ Agreement (both hereinafter defined), which require approval by the Board (hereinafter defined) and by the City Council.

#### **1.5 Creation of the Zone**

Upon the closing of the above referenced public hearing, the City Council may adopt an ordinance in accordance with the Act creating the Zone if (1) the City Council finds that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, (2) that the Zone is feasible, and (3) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City. Among other provisions required by the Act, the ordinance creating the Zone will appoint a Board of Directors for the Zone (the "Board").

#### **1.6 Board Recommendations**

After the creation of the Zone, the Board will review this Preliminary Plan and approve and recommend to the City Council a "*Reinvestment Zone Number Two, City of Lavon, Texas, Final Project and Finance Plan*" (the "Final Plan"), and an agreement between the Developer, Board, and City (the "TIRZ Agreement") pursuant to which the City will contribute a portion of its ad valorem tax increment attributable to new development in the Zone (the "Tax Increment") into a tax increment fund created by the City and segregated from all other funds of the City (the "TIRZ Fund") to pay to the Developer or its assigns, in accordance with the TIRZ Agreement, the costs of public improvements and other projects benefiting the Zone.

## 1.7 Council Action

The City Council will take into consideration the recommendations of the Board and will consider approval of the Final Plan, the TIRZ Agreement, and, if applicable the County Participation Agreement. If the TIRZ Agreement is approved, the City Council will authorize and direct its execution. If the County Participation Agreement is approved by the County, the City Council will authorize and direct its execution.

## SECTION 2: DESCRIPTION AND MAPS

### 2.1 Existing Uses and Conditions

The Property is currently located within the corporate limits and extraterritorial jurisdiction of the City and is zoned or anticipated to be zoned agricultural and single family, in accordance with the City's zoning ordinance. The Property is undeveloped, and there is no or limited public infrastructure to support development. Development will require extensive public infrastructure that: (1) the City cannot provide, and (2) will not be provided solely through private investment in the foreseeable future. A map of the Property and the proposed Zone is shown on **Exhibit A**.

### 2.2 Proposed Uses

The proposed uses of the Property are expected to be single family, commercial, and industrial, as shown on **Exhibit I**.

### 2.3 Parcel Identification

The parcels identified on **Exhibit H** provide sufficient detail to identify with ordinary and reasonable certainty the territory included in the Zone.

## SECTION 3: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the corporate limits and extraterritorial jurisdiction of the City and shall be subject to the City's zoning regulation. The City has exclusive jurisdiction over the subdivision and platting of the property within the Property located within the City limits, and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure. Changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned as contemplated in the Concept Plan attached as **Exhibit I**, and made effective with annexation and zoning.

## SECTION 4: RELOCATION OF DISPLACED PERSONS

No persons will be displaced and in need of relocation due to the creation of the Zone or implementation of the Final Plan.

## SECTION 5: ESTIMATED NON-PROJECT COSTS

Non-project costs are private funds that will be spent to develop in the Zone but will not be financed by the Zone. The list of non-project costs is shown on **Exhibit B** and are estimated to be approximately \$1.1 billion.

## SECTION 6: PROPOSED PUBLIC IMPROVEMENTS

### 6.1 Categories of Public Improvements

The proposed public improvements to be financed by the Zone include roads, water, storm drainage, sanitary sewer, principal and interest on public improvement districts bonds, and professional services (the "Public Improvements"), as described in **Exhibit C**. All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act.

### 6.2 Locations of Public Improvements

The estimated locations of the proposed Public Improvements are depicted on **Exhibit G**. These locations may be revised, with the approval of the City, from time to time without amending the Final Plan.

## SECTION 7: ESTIMATED PROJECT COSTS

### 7.1 Project Costs

The total costs for projects in the Zone, which includes the costs to construct and finance the Public Improvements and administer the Zone, currently estimated to be \$230.1 million (the "Project Costs"), as shown on **Exhibit C**. The Project Costs include principal and interest payments for future debt service payments on obligations issued to finance the Public Improvements via Chapter 372 Texas Local Government Code.

## 7.2 Estimated Costs of Public Improvements

The estimated costs of the Public Improvements within the Zone are \$228.6 million, as shown on **Exhibit C**. It is anticipated that additional Public Improvements will be constructed in the future and the City Council may amend the Final Plan to include those costs of Public Improvements.

## 7.3 Estimated Administrative Costs

The estimated costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone (the “Administrative Costs”). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City that are directly related to the administration of the Zone. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid. The Administrative Costs are estimated to begin in 2022 and escalate at two percent (2%) thereafter.

## 7.4 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually beginning at the time the Zone is created and through the duration of the Zone. It is estimated the Project Costs will be incurred between calendar years 2022, and 2048, as shown on **Exhibit D** and **Exhibit E**.

# SECTION 8: ECONOMIC FEASIBILITY

## 8.1 Feasibility Study

For purposes of this Preliminary Plan, economic feasibility has been evaluated over the term of the Zone, as shown on **Exhibit F** (the “Feasibility Study”). This evaluation focuses on only direct financial benefits (i.e., ad valorem tax revenues from the development of Public Improvements in the Zone). Based on **Table 1** below, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately \$509.7 million in total new real property tax revenue.

	Gross AV Revenue	TIRZ Contribution	Net AV Revenue
City	\$ 377,298,102	\$ 169,778,973	\$ 207,519,129
County	\$ 132,410,714	\$ 59,583,006	\$ 72,827,708
<b>Total</b>	<b>\$ 509,708,817</b>	<b>\$ 229,361,979</b>	<b>\$ 280,346,837</b>

The City, as a participant, will benefit from the new development within the Zone and will retain approximately \$207.5 million in net additional real property tax revenue.

The County, as a participant, will benefit from the new development with the Zone and will retain approximately \$72.8 million in net additional real property tax revenue. The remaining additional revenue will be deposited in the TIRZ Fund to pay Project Costs.

The Feasibility Study shows a portion of the new real property tax revenue generated by the Zone will be retained by the City and the County. The remainder of the new real property tax revenue generated within the Zone will be available to pay Project Costs, until the term expires or is otherwise terminated. Upon expiration or termination of the Zone, one hundred percent (100%) of all tax revenue generated within the Zone will be retained by the respective taxing entities. Based on the foregoing, the feasibility of the Zone has been demonstrated.

## **SECTION 9: ESTIMATED BONDED INDEBTEDNESS**

The City reserves the right, at its sole discretion, to issue bonded indebtedness to fund its obligations identified within the Development Agreement, pursuant to the Act.

## **SECTION 10: APPRAISED VALUE**

### **10.1 Current Appraised Value**

The current total appraised value of taxable real property in the Zone is estimated at \$48,000, which represents the Tax Increment Base, (the "Tax Increment Base") of the Property and shall be confirmed by the Collin County Appraisal District in accordance with Section 311.012(c) of the Act.

### **10.2 Estimated Captured Appraised Value**

The amount of the Tax Increment for a year during the term of the Zone is the amount of property taxes levied and collected by the City for that year on the captured appraised value of the Property less the Tax Increment Base of the Property, (the "Captured Appraised Value"). The Tax Increment Base of the Property is the total taxable value of the Property for the year in which the Zone was designated, as described in **Section 10.1** above. It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately \$3.1 billion, as shown on **Exhibit F**. The actual Captured Appraised Value, as certified by the Collin County Appraisal District will, for each year, be used to calculate annual payment by the City into the TIRZ Fund pursuant to the Final Plan.

## **SECTION 11: METHOD OF FINANCING**

### **11.1 Financing Mechanisms**

Pursuant to the Development Agreement, the Developer has paid, and will in the future pay, those Project Costs attributable to the Public Improvements and will construct or cause to be constructed the Public Improvements. All, or a portion of, the Public Improvements may be financed by the City of Lavon Elevon Public Improvement District (the "Elevon PID"), as allowed by Chapter 372 Local Government Code, including the issuance of public improvement district bonds, which, if applicable, shall be described in detail in the Elevon PID Service and Assessment Plan (the "SAP").

Pursuant to the Development Agreement, and TIRZ Reimbursement Agreement, the Zone may fund the principal and interest on the Public Improvements in the form of an annual deposit to the Elevon PID (the "TIRZ Credit").

The Final Plan shall obligate the City to deposit into the TIRZ Fund each year for the duration of the Zone an amount equal to forty-five percent (45%) of the Captured Appraised Value in the Zone levied and collected that constitutes the Tax Increment for that year. For example, in FY 2022, the City tax rate is \$0.478956 per \$100 of assessed value, therefore the City will contribute \$0.21553 per \$100 of the Captured Appraised Value in the Zone levied and collected.

If applicable, the County Participation Agreement shall obligate the County to deposit into the TIRZ Fund each year for the duration of the Zone an amount equal to forty-five percent (45%) of the Captured Appraised Value in the Zone levied and collected that constitutes the Tax Increment for that year. For example, in FY 2022, the County tax rate is \$0.168087 per \$100 of assessed value, therefore the County will contribute \$0.075639 per \$100 of the Captured Appraised Value in the Zone levied and collected.

## **11.2 TIRZ Fund Bifurcation**

Pursuant to the Development Agreement, the City shall bifurcate the TIRZ Fund into multiple accounts within the TIRZ Fund that correspond to residential property (the "Residential Account"), and the commercial, business park, and mixed-use portion of the Property (the "Commercial Account"). The residential development of the Zone is anticipated to occur in various phases, and each phase shall have a corresponding subaccount within the Residential Account of the TIRZ Fund (for example, revenue generated from PID Phase 1 of the residential development shall be deposited first in the PID Phase 1 Residential – TIRZ Account).

Pursuant to the Development Agreement, the Residential Account shall have the following priority of funds:

- (i) First, to pay the Administrative Costs relating to the TIRZ, including any reasonable third-party Administrative Costs; and

(ii) Second, to the applicable TIRZ Account corresponding to each PID Phase and used for the following purposes in the following order of priority:

A. To subsidize Assessments for each PID Phase from the applicable TIRZ Account in order to lower the Annual Installments of the Assessments in each PID Phase by assigning TIRZ funds from the TIRZ Account such phase to offset Assessments for each parcel within the PID Phase on a parcel-by-parcel basis as defined in the Service and Assessment Plan; and then

1. the Improvement Area Improvements Public Improvement Project Costs allocable to each PID Phase that are not assessed for in that same PID Phase, subject to the limitations detailed in the Development Agreement in accordance with the TIRZ Act pursuant to a TIRZ Reimbursement Agreement.

2. the Zone Improvements Public Improvement Project Costs allocable to each PID Phase, that are not assessed for in that same PID Phase, subject to the limitations detailed in the Development Agreement in accordance with the TIRZ Act pursuant to a TIRZ Reimbursement Agreement.

3. The Major Improvements Public Improvement Project Costs allocable to each PID Phase that are not assessed for in that same PID Phase, subject to the limitations detailed in the Development Agreement in accordance with the TIRZ Act pursuant to a TIRZ Reimbursement Agreement.

Pursuant to the Development Agreement, the Commercial Account shall have the following priority of funds:

(i) First, to pay the City administrative costs relating to the TIRZ, including any reasonable third-party administrative costs; and

(ii) Second, to reimburse Public Improvement Project Costs attributable to the commercial, business park, and mixed-use portions of the Property in accordance with the TIRZ Act pursuant to a TIRZ Reimbursement Agreement; and

(iii) Third, to provide an economic development grant to the Developer to incentivize commercial development as set forth in an economic development agreement pursuant to Chapter 380, Texas Local Government Code, as amended.

All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City unless otherwise approved by the governing body, and the TIRZ Fund shall only be used to pay the Project Costs in accordance with the Final Plan and the TIRZ Agreement. The City

may amend the Final Plan in compliance with the TIRZ Agreement, including but not limited to what is considered a Project Cost.

**SECTION 12: DURATION OF THE ZONE, TERMINATION**

**12.1 Duration**

The stated term of the Zone shall commence on the creation of the Zone, and shall continue for fifty (50) years, with the last payment being received by January 31, 2072, unless otherwise terminated in accordance with the Creation Ordinance of the Zone.

**12.2 Termination**

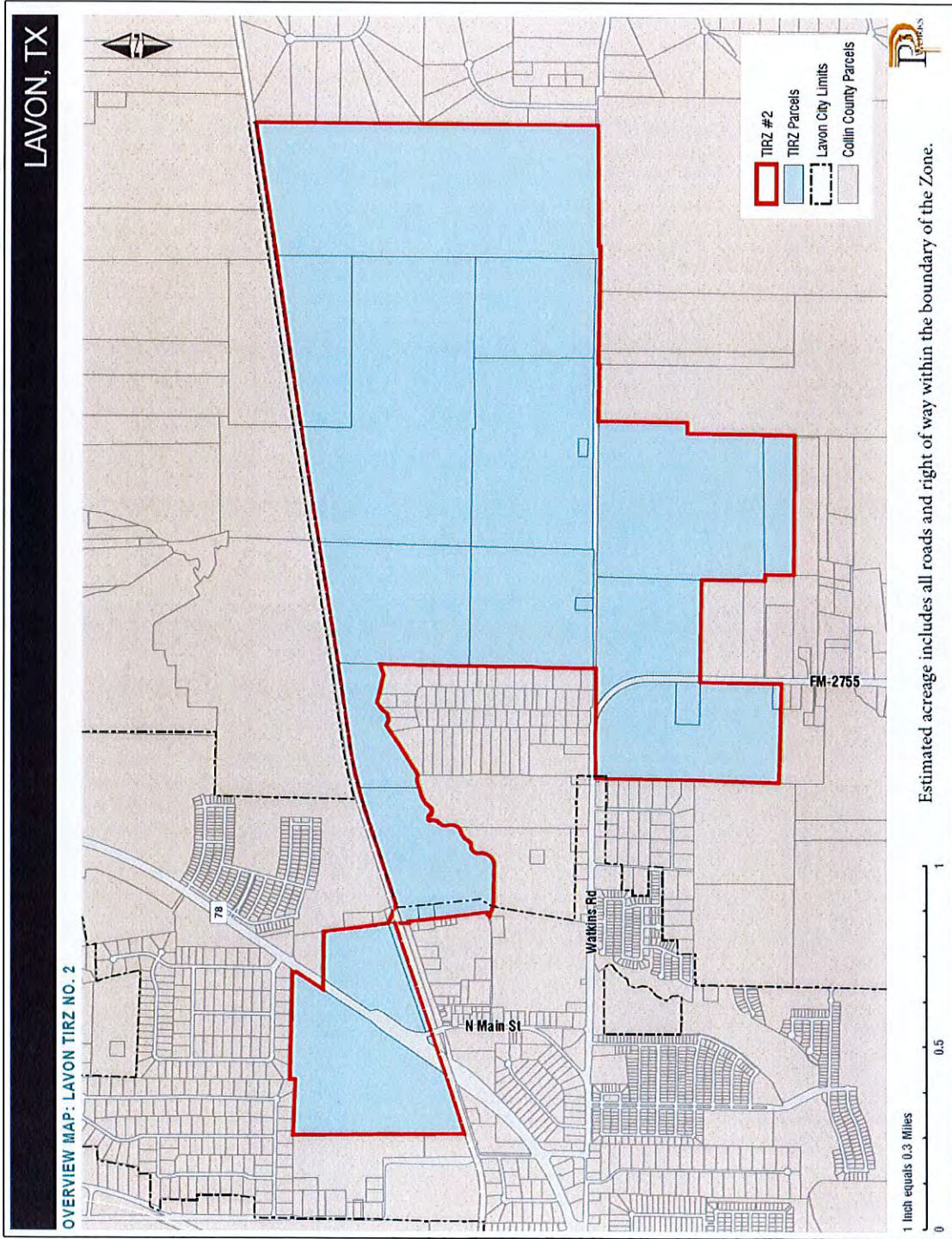
The Zone will terminate prior to the expiration of its stated term if the Project Costs have been fully funded, according to the Final Plan. If upon expiration of the stated term of the Zone, the Project Costs have not been fully funded, the City and County shall have no obligation to pay the shortfall and the term shall not be extended. The provisions of this section shall be included in the TIRZ Agreement. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

**LIST OF EXHIBITS**

Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

- Exhibit A**      Map of the Zone
- Exhibit B**      Non-Project Costs
- Exhibit C**      Project Costs
- Exhibit D**      Estimated Timeline of Incurred Costs – Residential Account
- Exhibit E**      Estimated Timeline of Incurred Costs – Commercial Account
- Exhibit F**      Feasibility Study
- Exhibit G**      Map of the Public Improvements
- Exhibit H**      Parcel Identification
- Exhibit I**      Proposed Uses of the Property

EXHIBIT A – MAP OF THE ZONE



**EXHIBIT B – NON-PROJECT COSTS**

**Reinvestment Zone Number Two, City of Lavon  
Non-Project Costs**

Lot Type	Unit	Lot Value		Buildout Value		Non-Project Costs
		Per Unit	Total	Per Unit	Total	
30's	76	\$ 39,000	\$ 2,964,000	\$ 195,000	\$ 14,820,000	\$ 11,856,000
40's	475	\$ 54,800	\$ 26,030,000	\$ 274,000	\$ 130,150,000	\$ 104,120,000
45's	100	\$ 65,000	\$ 6,500,000	\$ 325,000	\$ 32,500,000	\$ 26,000,000
50's	455	\$ 68,400	\$ 31,122,000	\$ 342,000	\$ 155,610,000	\$ 124,488,000
60's	214	\$ 78,000	\$ 16,692,000	\$ 390,000	\$ 83,460,000	\$ 66,768,000
70's	68	\$ 91,000	\$ 6,188,000	\$ 455,000	\$ 30,940,000	\$ 24,752,000
Future Residential	2,263	\$ 66,033	\$ 149,433,433	\$ 330,167	\$ 747,167,167	\$ 597,733,733
Future Commercial	392,800	\$ 40	\$ 15,712,000	\$ 200	\$ 78,560,000	\$ 62,848,000
Future Residential Rental	600	\$ 50,000	\$ 30,000,000	\$ 250,000	\$ 150,000,000	\$ 120,000,000
Future Business Park	900,000	\$ 11	\$ 9,540,000	\$ 53	\$ 47,700,000	\$ 38,160,000
<b>Total</b>		<b>\$</b>	<b>\$ 294,181,433</b>	<b>\$</b>	<b>\$ 1,470,907,167</b>	<b>\$ 1,176,725,733</b>

## EXHIBIT C – PROJECT COSTS

<b>Reinvestment Zone Number Two, City of Lavon Project Costs</b>	
<b>Project Costs<sup>1</sup></b>	
<b>Public Improvements</b>	
Roads	\$ 87,439,797
Water (ROW)	\$ 42,155,644
Sewer	\$ 23,815,101
Storm Drainage	\$ 31,554,813
Soft Costs	\$ 43,731,115
<b>Public Improvements Subtotal</b>	<b>\$ 228,696,469</b>
<i>Administrative Costs</i>	<i>\$ 1,454,315</i>
<b>Total Project Costs</b>	<b>\$ 230,150,784</b>

(1) Based on data provided by the Developer.

Preliminary Draft 10/1/2021

**EXHIBIT D – ESTIMATED TIMELINE OF INCURRED COSTS – RESIDENTIAL ACCOUNT**

Reinvestment Zone Number Two, City of Lavon Residential Account - Timeline to Incur Costs						
TIRZ Term	Calendar Year	TIRZ Fund Beginning Balance	Administrative Costs	TIRZ Credit to PID	TIRZ Obligation	TIRZ Fund Ending Balance
Base	2021	\$ -	\$ -	\$ -	\$ -	\$ -
1	2022	\$ -	\$ 10,000	\$ -	\$ -	\$ (10,000)
2	2023	\$ (9,997)	\$ 10,200	\$ -	\$ -	\$ (20,197)
3	2024	\$ 82,330	\$ 10,404	\$ -	\$ 71,926	\$ -
4	2025	\$ 210,318	\$ 10,612	\$ -	\$ 199,706	\$ -
5	2026	\$ 350,228	\$ 10,824	\$ -	\$ 339,403	\$ -
6	2027	\$ 495,649	\$ 11,041	\$ -	\$ 484,609	\$ -
7	2028	\$ 600,487	\$ 11,262	\$ -	\$ 589,225	\$ -
8	2029	\$ 714,475	\$ 11,487	\$ -	\$ 702,989	\$ -
9	2030	\$ 837,934	\$ 11,717	\$ -	\$ 826,217	\$ -
10	2031	\$ 948,341	\$ 11,951	\$ -	\$ 936,390	\$ -
11	2032	\$ 1,030,286	\$ 12,190	\$ -	\$ 1,018,096	\$ -
12	2033	\$ 1,141,941	\$ 12,434	\$ -	\$ 1,129,507	\$ -
13	2034	\$ 1,234,093	\$ 12,682	\$ -	\$ 1,221,410	\$ -
14	2035	\$ 1,348,085	\$ 12,936	\$ -	\$ 1,335,149	\$ -
15	2036	\$ 1,469,264	\$ 13,195	\$ -	\$ 1,456,069	\$ -
16	2037	\$ 1,631,191	\$ 13,459	\$ -	\$ 1,617,732	\$ -
17	2038	\$ 1,909,336	\$ 13,728	\$ -	\$ 1,895,608	\$ -
18	2039	\$ 2,197,954	\$ 14,002	\$ -	\$ 2,183,951	\$ -
19	2040	\$ 2,497,353	\$ 14,282	\$ -	\$ 2,483,070	\$ -
20	2041	\$ 2,752,790	\$ 14,568	\$ -	\$ 2,738,222	\$ -
21	2042	\$ 3,008,227	\$ 14,859	\$ -	\$ 2,993,367	\$ -
22	2043	\$ 3,328,940	\$ 15,157	\$ -	\$ 3,313,783	\$ -
23	2044	\$ 3,661,278	\$ 15,460	\$ -	\$ 3,645,818	\$ -
24	2045	\$ 4,005,578	\$ 15,769	\$ -	\$ 3,989,809	\$ -
25	2046	\$ 4,362,186	\$ 16,084	\$ -	\$ 4,346,102	\$ -
26	2047	\$ 4,731,456	\$ 16,406	\$ -	\$ 4,715,050	\$ -
27	2048	\$ 5,113,751	\$ 16,734	\$ -	\$ 5,097,017	\$ -
28	2049	\$ 5,308,455	\$ 17,069	\$ -	\$ 5,291,387	\$ -
29	2050	\$ 5,414,627	\$ 17,410	\$ -	\$ 5,397,217	\$ -
30	2051	\$ 5,414,627	\$ 17,758	\$ -	\$ 5,396,869	\$ -
31	2052	\$ 5,414,627	\$ 18,114	\$ -	\$ 5,396,514	\$ -
32	2053	\$ 5,522,923	\$ 18,476	\$ -	\$ 5,504,447	\$ -
33	2054	\$ 5,633,384	\$ 18,845	\$ -	\$ 5,614,539	\$ -
34	2055	\$ 5,746,054	\$ 19,222	\$ -	\$ 5,726,832	\$ -
35	2056	\$ 5,860,978	\$ 19,607	\$ -	\$ 5,841,372	\$ -
36	2057	\$ 5,978,201	\$ 19,999	\$ -	\$ 5,958,202	\$ -
37	2058	\$ 6,097,768	\$ 20,399	\$ -	\$ 6,077,369	\$ -
38	2059	\$ 6,219,726	\$ 20,807	\$ -	\$ 6,198,919	\$ -
39	2060	\$ 6,344,123	\$ 21,223	\$ -	\$ 6,322,900	\$ -
40	2061	\$ 6,344,123	\$ 21,647	\$ -	\$ 6,170,972	\$ 151,504
41	2062	\$ 6,495,627	\$ 22,080	\$ -	\$ -	\$ 6,473,547
42	2063	\$ 12,944,555	\$ 22,522	\$ -	\$ -	\$ 12,922,033
43	2064	\$ 19,522,464	\$ 22,972	\$ -	\$ -	\$ 19,499,492
44	2065	\$ 26,231,935	\$ 23,432	\$ -	\$ -	\$ 26,208,503
45	2066	\$ 33,075,597	\$ 23,901	\$ -	\$ -	\$ 33,051,697
46	2067	\$ 40,056,136	\$ 24,379	\$ -	\$ -	\$ 40,031,757
47	2068	\$ 47,176,288	\$ 24,866	\$ -	\$ -	\$ 47,151,422
48	2069	\$ 54,438,846	\$ 25,363	\$ -	\$ -	\$ 54,413,483
49	2070	\$ 61,846,658	\$ 25,871	\$ -	\$ -	\$ 61,820,787
50	2071	\$ 69,253,963	\$ 26,388	\$ -	\$ -	\$ 69,227,575
			\$ 845,794	\$ -	\$ 124,227,763	

**EXHIBIT E – ESTIMATED TIMELINE OF INCURRED COSTS – COMMERCIAL ACCOUNT**

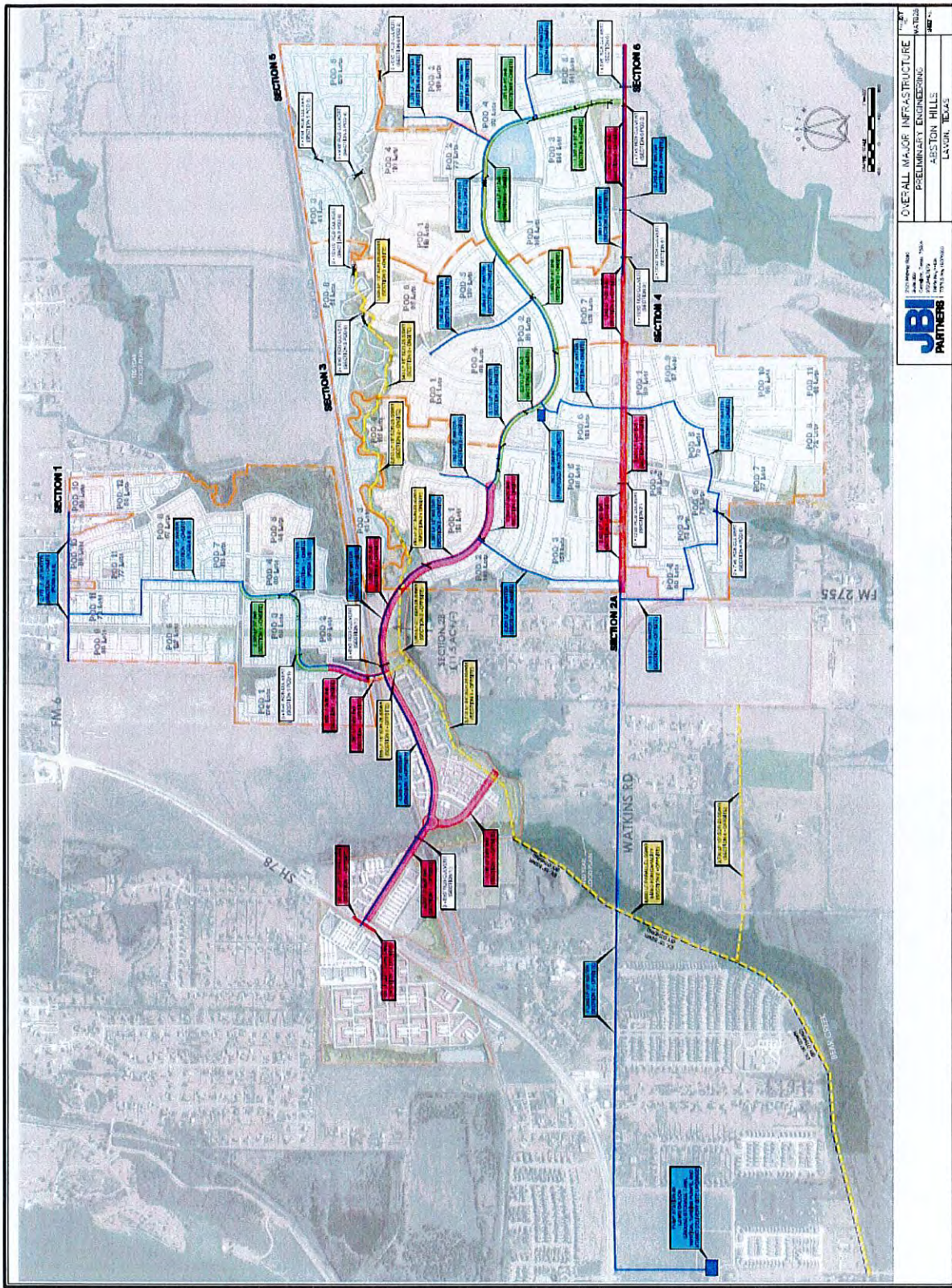
<b>Reinvestment Zone Number Two, City of Lavon Commercial Account - Timeline to Incur Costs</b>					
<b>TIRZ Term</b>	<b>Calendar Year</b>	<b>TIRZ Fund Beginning Balance</b>	<b>Administrative Costs</b>	<b>TIRZ Obligation</b>	<b>TIRZ Fund Ending Balance</b>
21	2042	\$ 77,366	\$ 15,000	\$ 62,366	\$ -
22	2043	\$ 178,739	\$ 15,300	\$ 163,439	\$ -
23	2044	\$ 284,136	\$ 15,606	\$ 268,530	\$ -
24	2045	\$ 431,279	\$ 15,918	\$ 415,361	\$ -
25	2046	\$ 484,289	\$ 16,236	\$ 468,052	\$ -
26	2047	\$ 752,793	\$ 16,561	\$ 736,231	\$ -
27	2048	\$ 985,665	\$ 16,892	\$ 968,773	\$ -
28	2049	\$ 1,227,552	\$ 17,230	\$ 1,210,322	\$ -
29	2050	\$ 1,252,103	\$ 17,575	\$ 1,234,528	\$ -
30	2051	\$ 1,252,103	\$ 17,926	\$ 1,234,177	\$ -
31	2052	\$ 1,252,103	\$ 18,285	\$ 1,233,818	\$ -
32	2053	\$ 1,277,145	\$ 18,651	\$ 1,258,494	\$ -
33	2054	\$ 1,302,688	\$ 19,024	\$ 1,283,664	\$ -
34	2055	\$ 1,328,742	\$ 19,404	\$ 1,309,338	\$ -
35	2056	\$ 1,355,317	\$ 19,792	\$ 1,335,524	\$ -
36	2057	\$ 1,382,423	\$ 20,188	\$ 1,362,235	\$ -
37	2058	\$ 1,410,071	\$ 20,592	\$ 1,389,480	\$ -
38	2059	\$ 1,438,273	\$ 21,004	\$ 1,417,269	\$ -
39	2060	\$ 1,467,038	\$ 21,424	\$ 1,445,615	\$ -
40	2061	\$ 1,467,038	\$ 21,852	\$ 1,445,186	\$ -
41	2062	\$ 1,467,038	\$ 22,289	\$ 1,444,749	\$ -
42	2063	\$ 1,496,379	\$ 22,735	\$ 1,473,644	\$ -
43	2064	\$ 1,526,307	\$ 23,190	\$ 1,503,117	\$ -
44	2065	\$ 1,556,833	\$ 23,653	\$ 1,533,179	\$ -
45	2066	\$ 1,587,969	\$ 24,127	\$ 1,563,843	\$ -
46	2067	\$ 1,619,729	\$ 24,609	\$ 1,595,120	\$ -
47	2068	\$ 1,652,123	\$ 25,101	\$ 1,627,022	\$ -
48	2069	\$ 1,685,166	\$ 25,603	\$ 1,659,562	\$ -
49	2070	\$ 1,718,869	\$ 26,115	\$ 1,692,754	\$ -
50	2071	\$ 1,718,869	\$ 26,638	\$ 1,692,231	\$ -
			<b>\$ 608,521</b>	<b>\$ 36,027,623</b>	

**Reinvestment Zone Number Two, City of Lavon  
Feasibility Study**

TIRZ Term	Calendar Year	Growth / Year	Annual New Value	Net Taxable Value	Incremental Value	City TIRZ Fund Contribution			County TIRZ Fund Contribution			TIRZ Fund Annual	TIRZ Fund Cumulative
						Rate	%	Annual	Rate	%	Annual		
Base	2021	2.0%	\$ -	\$ 48,000	\$ -	0.478956	45%	\$ -	0.168087	45%	\$ -	\$ -	\$ -
1	2022	2.0%	\$ 34,970,000	\$ 35,019,939	\$ 960	0.478956	45%	\$ 2	0.168087	45%	\$ 1	\$ 3	\$ 3
2	2023	2.0%	\$ 36,067,200	\$ 71,787,538	\$ 71,799,538	0.478956	45%	\$ 75,375	0.168087	45%	\$ 26,452	\$ 26,452	\$ 101,828
3	2024	2.0%	\$ 46,287,396	\$ 119,510,685	\$ 119,462,685	0.478956	45%	\$ 154,620	0.168087	45%	\$ 50,361	\$ 76,813	\$ 208,884
4	2025	2.0%	\$ 47,213,144	\$ 169,114,042	\$ 169,066,042	0.478956	45%	\$ 257,478	0.168087	45%	\$ 94,367	\$ 171,077	\$ 310,714
5	2026	2.0%	\$ 32,377,711	\$ 204,874,034	\$ 204,826,034	0.478956	45%	\$ 364,388	0.168087	45%	\$ 127,880	\$ 298,957	\$ 492,268
6	2027	2.0%	\$ 34,784,066	\$ 243,755,580	\$ 243,707,580	0.478956	45%	\$ 441,462	0.168087	45%	\$ 154,929	\$ 453,886	\$ 1,150,821
7	2028	2.0%	\$ 37,236,560	\$ 285,867,252	\$ 285,819,252	0.478956	45%	\$ 525,263	0.168087	45%	\$ 184,338	\$ 638,224	\$ 1,747,212
8	2029	2.0%	\$ 37,659,997	\$ 323,527,250	\$ 323,479,250	0.478956	45%	\$ 616,027	0.168087	45%	\$ 216,191	\$ 854,415	\$ 2,456,614
9	2030	0.00%	\$ 27,951,351	\$ 351,478,601	\$ 351,430,601	0.478956	45%	\$ 697,195	0.168087	45%	\$ 244,677	\$ 1,099,092	\$ 3,289,032
10	2031	0.00%	\$ 31,055,866	\$ 389,564,039	\$ 389,516,039	0.478956	45%	\$ 757,439	0.168087	45%	\$ 265,819	\$ 1,364,911	\$ 4,230,904
11	2032	2.0%	\$ 23,641,743	\$ 420,997,063	\$ 420,949,063	0.478956	45%	\$ 839,525	0.168087	45%	\$ 294,627	\$ 1,659,538	\$ 5,254,162
12	2033	2.0%	\$ 30,462,910	\$ 459,879,913	\$ 459,831,913	0.478956	45%	\$ 907,272	0.168087	45%	\$ 318,402	\$ 1,977,940	\$ 6,388,314
13	2034	2.0%	\$ 32,136,350	\$ 501,213,862	\$ 501,165,862	0.478956	45%	\$ 991,077	0.168087	45%	\$ 347,813	\$ 2,325,753	\$ 7,613,988
14	2035	2.0%	\$ 45,209,090	\$ 556,447,229	\$ 556,399,229	0.478956	45%	\$ 1,080,164	0.168087	45%	\$ 379,078	\$ 2,704,831	\$ 8,952,878
15	2036	2.0%	\$ 83,746,233	\$ 651,322,406	\$ 651,274,406	0.478956	45%	\$ 1,199,208	0.168087	45%	\$ 420,856	\$ 3,125,687	\$ 10,412,119
16	2037	2.0%	\$ 85,421,158	\$ 749,770,012	\$ 749,722,012	0.478956	45%	\$ 1,403,693	0.168087	45%	\$ 492,618	\$ 3,618,305	\$ 12,032,183
17	2038	2.0%	\$ 87,129,581	\$ 851,894,994	\$ 851,846,994	0.478956	45%	\$ 1,615,877	0.168087	45%	\$ 567,083	\$ 4,185,388	\$ 13,928,495
18	2039	2.0%	\$ 87,129,581	\$ 939,024,575	\$ 938,976,575	0.478956	45%	\$ 1,835,988	0.168087	45%	\$ 644,330	\$ 4,829,718	\$ 18,991,733
19	2040	0.00%	\$ 113,519,156	\$ 1,052,543,731	\$ 1,052,495,731	0.478956	45%	\$ 2,033,778	0.168087	45%	\$ 710,234	\$ 5,539,952	\$ 21,325,785
20	2041	0.00%	\$ 122,922,642	\$ 1,196,517,247	\$ 1,196,469,247	0.478956	45%	\$ 2,268,446	0.168087	45%	\$ 796,099	\$ 6,336,051	\$ 24,390,330
21	2042	2.0%	\$ 125,381,094	\$ 1,345,828,686	\$ 1,345,780,686	0.478956	45%	\$ 2,578,753	0.168087	45%	\$ 904,999	\$ 7,241,050	\$ 30,464,545
22	2043	2.0%	\$ 140,714,928	\$ 1,513,460,188	\$ 1,513,412,188	0.478956	45%	\$ 2,900,564	0.168087	45%	\$ 1,071,937	\$ 8,258,987	\$ 37,874,081
23	2044	2.0%	\$ 109,451,271	\$ 1,653,180,662	\$ 1,653,132,662	0.478956	45%	\$ 3,261,860	0.168087	45%	\$ 1,144,732	\$ 9,403,719	\$ 44,066,592
24	2045	2.0%	\$ 184,480,855	\$ 1,870,725,130	\$ 1,870,677,130	0.478956	45%	\$ 3,563,000	0.168087	45%	\$ 1,250,415	\$ 10,654,135	\$ 56,321,171
25	2046	2.0%	\$ 172,419,430	\$ 2,080,559,062	\$ 2,080,511,062	0.478956	45%	\$ 4,031,874	0.168087	45%	\$ 1,414,964	\$ 12,069,099	\$ 68,390,266
26	2047	2.0%	\$ 107,309,935	\$ 2,229,480,179	\$ 2,229,432,179	0.478956	45%	\$ 4,484,130	0.168087	45%	\$ 1,573,681	\$ 13,642,780	\$ 83,222,046
27	2048	2.0%	\$ -	\$ 2,274,069,782	\$ 2,274,021,782	0.478956	45%	\$ 4,805,100	0.168087	45%	\$ 1,686,324	\$ 15,329,103	\$ 99,000,662
28	2049	2.0%	\$ -	\$ 2,274,069,782	\$ 2,274,021,782	0.478956	45%	\$ 4,901,204	0.168087	45%	\$ 1,720,051	\$ 17,049,154	\$ 116,729,815
29	2050	0.00%	\$ -	\$ 2,274,069,782	\$ 2,274,021,782	0.478956	45%	\$ 4,901,204	0.168087	45%	\$ 1,720,051	\$ 18,769,205	\$ 135,499,020
30	2051	0.00%	\$ -	\$ 2,319,551,178	\$ 2,319,503,178	0.478956	45%	\$ 5,411,336	0.168087	45%	\$ 1,899,079	\$ 20,668,284	\$ 156,167,304
31	2052	2.0%	\$ -	\$ 2,319,551,178	\$ 2,319,503,178	0.478956	45%	\$ 5,411,336	0.168087	45%	\$ 1,899,079	\$ 22,567,363	\$ 178,734,667
32	2053	2.0%	\$ -	\$ 2,365,942,201	\$ 2,365,894,201	0.478956	45%	\$ 5,999,230	0.168087	45%	\$ 2,055,627	\$ 24,623,010	\$ 203,357,677
33	2054	2.0%	\$ -	\$ 2,413,261,045	\$ 2,413,213,045	0.478956	45%	\$ 6,484,130	0.168087	45%	\$ 2,218,514	\$ 26,841,524	\$ 230,199,201
34	2055	2.0%	\$ -	\$ 2,461,526,266	\$ 2,461,478,266	0.478956	45%	\$ 7,071,203	0.168087	45%	\$ 2,387,334	\$ 29,228,858	\$ 259,427,559
35	2056	2.0%	\$ -	\$ 2,510,756,792	\$ 2,510,708,792	0.478956	45%	\$ 7,664,388	0.168087	45%	\$ 2,570,881	\$ 31,800,000	\$ 291,227,559
36	2057	2.0%	\$ -	\$ 2,560,971,928	\$ 2,560,923,928	0.478956	45%	\$ 8,261,336	0.168087	45%	\$ 2,764,929	\$ 34,564,929	\$ 315,992,488
37	2058	2.0%	\$ -	\$ 2,612,191,366	\$ 2,612,143,366	0.478956	45%	\$ 8,870,459	0.168087	45%	\$ 2,969,978	\$ 37,534,907	\$ 343,527,395
38	2059	2.0%	\$ -	\$ 2,664,435,193	\$ 2,664,387,193	0.478956	45%	\$ 9,484,564	0.168087	45%	\$ 3,184,027	\$ 40,718,934	\$ 374,246,339
39	2060	0.00%	\$ -	\$ 2,664,435,193	\$ 2,664,387,193	0.478956	45%	\$ 9,484,564	0.168087	45%	\$ 3,184,027	\$ 43,902,961	\$ 405,149,300
40	2061	0.00%	\$ -	\$ 2,664,435,193	\$ 2,664,387,193	0.478956	45%	\$ 9,484,564	0.168087	45%	\$ 3,184,027	\$ 47,087,000	\$ 436,336,300
41	2062	2.0%	\$ -	\$ 2,717,723,897	\$ 2,717,675,897	0.478956	45%	\$ 10,094,025	0.168087	45%	\$ 3,396,000	\$ 50,483,000	\$ 466,819,300
42	2063	2.0%	\$ -	\$ 2,772,078,375	\$ 2,772,030,375	0.478956	45%	\$ 10,707,584	0.168087	45%	\$ 3,614,524	\$ 54,097,524	\$ 500,916,824
43	2064	2.0%	\$ -	\$ 2,827,519,943	\$ 2,827,471,943	0.478956	45%	\$ 11,328,996	0.168087	45%	\$ 3,843,000	\$ 57,940,524	\$ 558,856,824
44	2065	2.0%	\$ -	\$ 2,884,070,342	\$ 2,884,022,342	0.478956	45%	\$ 11,959,958	0.168087	45%	\$ 4,071,524	\$ 61,912,048	\$ 619,768,872
45	2066	2.0%	\$ -	\$ 2,941,751,748	\$ 2,941,703,748	0.478956	45%	\$ 12,599,958	0.168087	45%	\$ 4,300,000	\$ 66,212,048	\$ 685,980,872
46	2067	2.0%	\$ -	\$ 3,000,586,783	\$ 3,000,538,783	0.478956	45%	\$ 13,259,958	0.168087	45%	\$ 4,530,000	\$ 70,742,048	\$ 752,722,872
47	2068	2.0%	\$ -	\$ 3,060,586,519	\$ 3,060,538,519	0.478956	45%	\$ 13,929,958	0.168087	45%	\$ 4,760,000	\$ 75,502,048	\$ 800,224,872
48	2069	2.0%	\$ -	\$ 3,121,810,489	\$ 3,121,762,489	0.478956	45%	\$ 14,609,958	0.168087	45%	\$ 4,990,000	\$ 80,492,048	\$ 852,716,872
49	2070	0.00%	\$ -	\$ 3,121,810,489	\$ 3,121,762,489	0.478956	45%	\$ 14,609,958	0.168087	45%	\$ 4,990,000	\$ 85,482,048	\$ 904,208,872
50	2071	0.00%	\$ -	\$ 3,121,810,489	\$ 3,121,762,489	0.478956	45%	\$ 14,609,958	0.168087	45%	\$ 4,990,000	\$ 90,472,048	\$ 954,680,872

**Assumptions**  
Base Taxable Value \$ - 48,000

\$ 1,916,679,246  
\$ 165,778,973  
\$ 59,583,006  
\$ 229,361,979



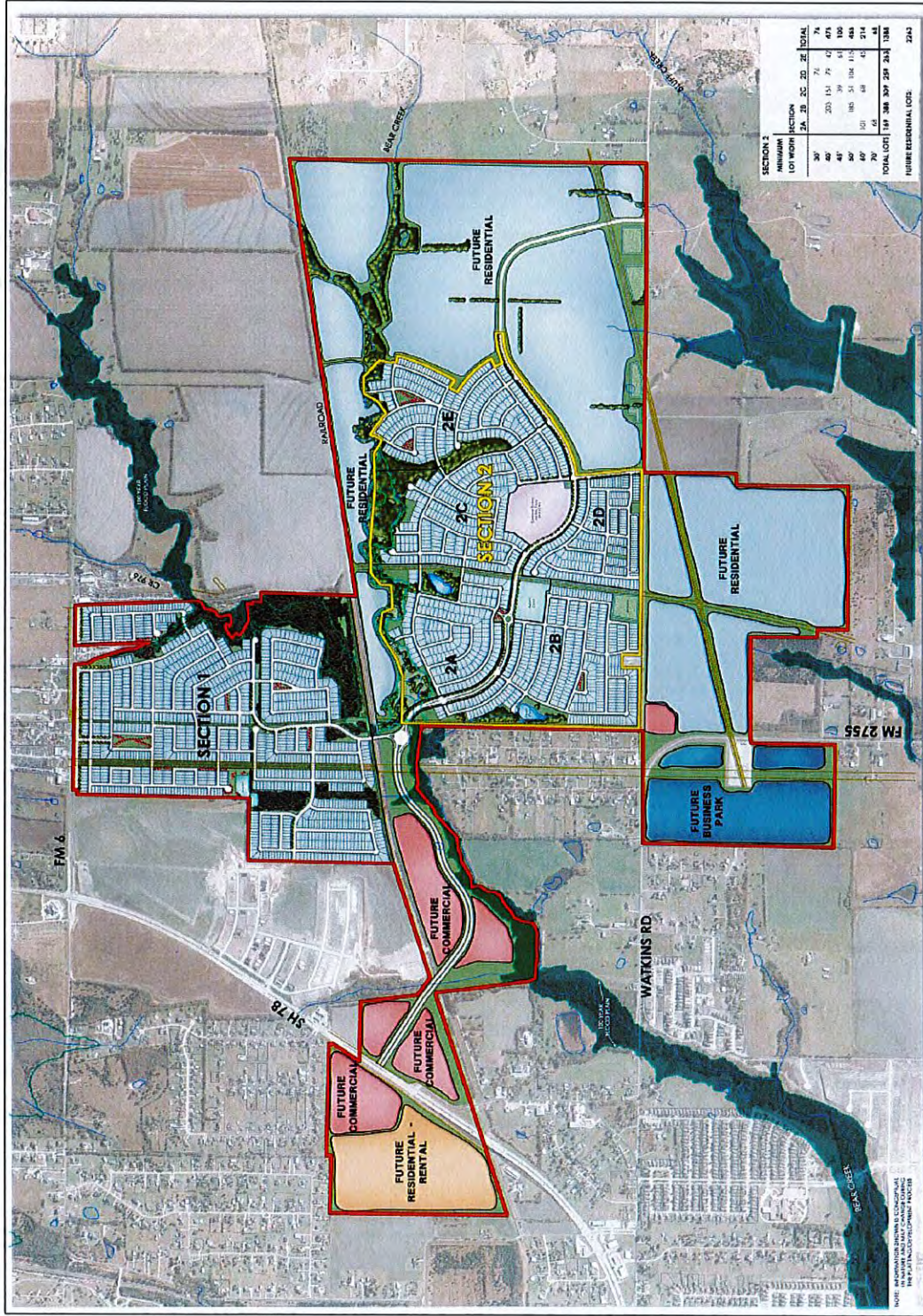
**JBI PARTNERS**  
 10000 JBI DRIVE, SUITE 100  
 AUSTIN, TEXAS 78758  
 TEL: 512.424.4400  
 WWW.JBI.COM

OVERALL MAJOR INFRASTRUCTURE	11/27/2014
PRELIMINARY ENGINEERING	11/27/2014
AUSTIN HILLS	11/27/2014
LECON, TEXAS	11/27/2014

## EXHIBIT H – PARCEL IDENTIFICATION

Property ID	Legal Description
1287164	ABS A0249 J P DAVIS SURVEY, SHEET 1, TRACT 2, 119.391 ACRES
1287173	ABS A0249 J P DAVIS SURVEY, SHEET 1, TRACT 3, 20.005 ACRES
1290034	ABS A0740 S M RAINER SURVEY, SHEET 6, TRACT 8, 216.85 ACRES
1290132	ABS A0740 S M RAINER SURVEY, SHEET 3, TRACT 18, 60.0 ACRES
1290141	ABS A0740 S M RAINER SURVEY, SHEET 3, TRACT 19, .5 ACRES
1290150	ABS A0740 S M RAINER SURVEY, SHEET 3, TRACT 20, 72.0 ACRES
1290169	ABS A0740 S M RAINER SURVEY, SHEET 3, TRACT 21, 191.21 ACRES
1290178	ABS A0740 S M RAINER SURVEY, SHEET 3, TRACT 22, 86.87 ACRES
1290203	ABS A0740 S M RAINER SURVEY, SHEET 3, TRACT 25, 55.66 ACRES
1290392	ABS A0740 S M RAINER SURVEY, SHEET 2, TRACT 41, 23.9915 ACRES
1290506	ABS A0740 S M RAINER SURVEY, SHEET 2, TRACT 51, 54.0 ACRES
1290515	ABS A0740 S M RAINER SURVEY, SHEET 2, TRACT 52, 1.5 ACRES
2017567	ABS A0740 S M RAINER SURVEY, SHEET 3, TRACT 26, 1.05 ACRES
2032794	ABS A0740 S M RAINER SURVEY, SHEET 3, TRACT 19-9, 107.839 ACRES
2542828	ABS A0740 S M RAINER SURVEY, SHEET 1, TRACT 148, 87.2935 ACRES
2542829	ABS A0740 S M RAINER SURVEY, SHEET 1, TRACT 149, 31.3507 ACRES
2543097	ABS A0002 DRURY ANGLIN SURVEY, SHEET 1, TRACT 75, 79.324 ACRES
2543098	ABS A0002 DRURY ANGLIN SURVEY, SHEET 1, TRACT 52, 54.348 ACRES
2638134	ABS A0740 S M RAINER SURVEY, SHEET 1, TRACT 103, .285 ACRES
2638135	ABS A0740 S M RAINER SURVEY, SHEET 1, TRACT 153, 3.504 ACRES
2719973	WYLIE SWITCHYARD ADDITION (GCN), BLK 1, LOT 1
2806279	ABS A0002 DRURY ANGLIN SURVEY, SHEET 1, TRACT 97, 1.00 ACRES

**EXHIBIT I – PROPOSED USES OF THE PROPERTY**



REINVESTMENT ZONE NO. 2, CITY OF LAVON, TEXAS  
 PRELIMINARY PROJECT AND FINANCE PLAN



## CITY OF LAVON Agenda Brief

MEETING: October 19, 2021

ITEM: 7 – K

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**Item:**

Public hearing, discussion, and action to consider testimony and act on a resolution creating the Elevon Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code; being approximately 982.719 acres of land situated in the Samuel M. Ranier Survey, Abstract No. 740, the Drury Anglin Survey, Abstract No. 2, and the James. P. Davis Survey, Abstract No. 249 within the extraterritorial jurisdiction and/or corporate limits of City of Lavon, Texas; providing for related matters; and providing an effective date.

- 1) Presentation of request.
- 2) **PUBLIC HEARING** to receive comments regarding the request.
- 3) Discussion and action regarding the request and accompanying Resolution No. **2021-10-05**.

**Background:**

On September 21, 2021, the City Council determined that a valid petition by property owners requesting the creation of a public improvement district ("PID") had been filed and adopted a resolution accepting the petition and setting a public hearing on October 19, 2021 to receive input regarding the creation of the PID. A schedule is attached that sets out the steps for the creation of a PID and for the levy of assessments on property within the PID.

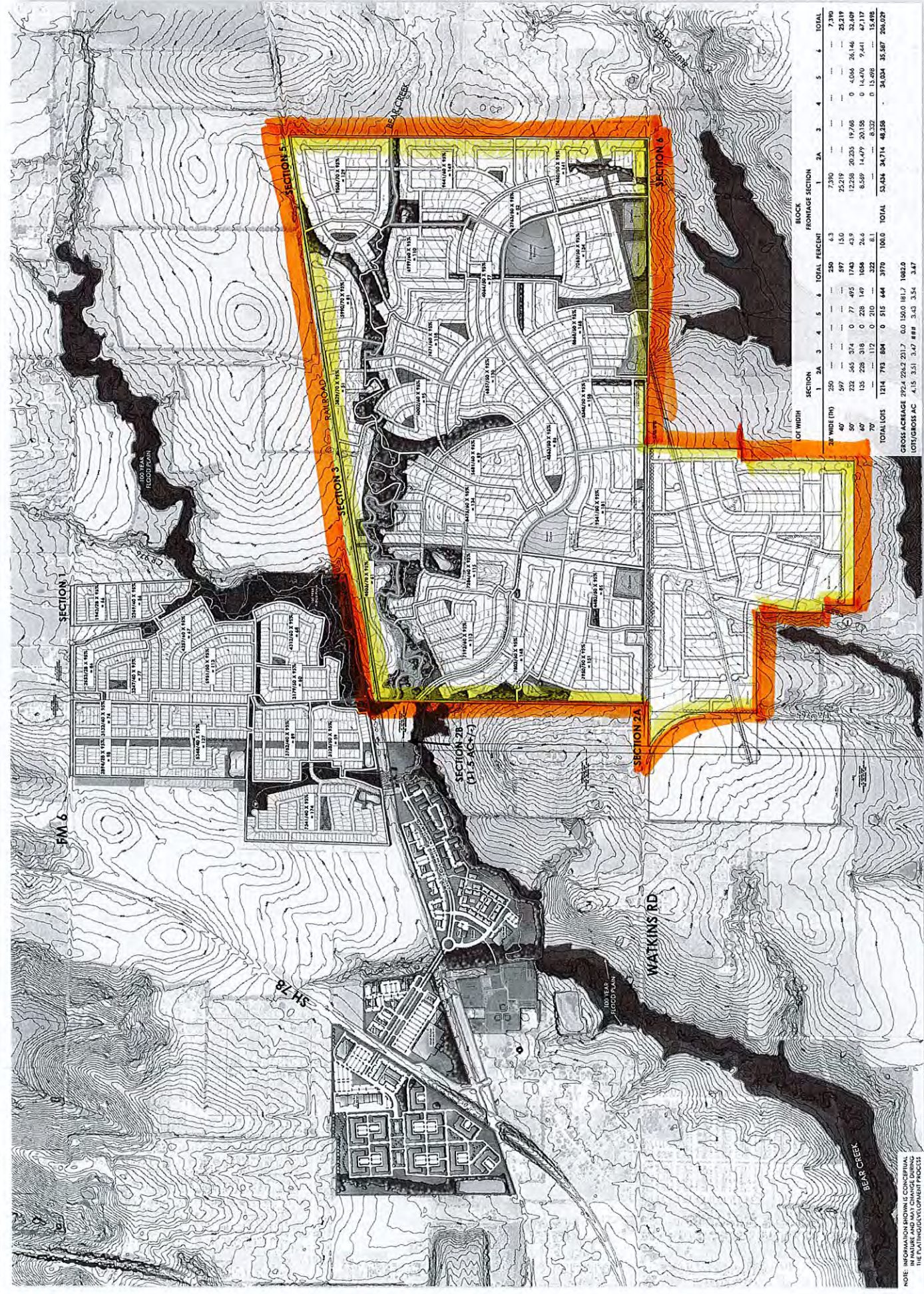
Notice of the public hearing was published in a newspaper and mailed to each property owner in the proposed PID at least 15 days prior to the date of the public hearing. After the conclusion of the public hearing, the City Council has up to 6 months to adopt a resolution authorizing the creation of the PID. After adoption, the creation resolution must be published in a newspaper. The date of publication is the effective date of the creation of the PID.

Actual construction of the public improvements to be funded by the PID may not begin until after the 20<sup>th</sup> day following the effective date of the creation of the PID. Construction of the public improvements may not begin if during the 20-day period a written protest is signed by at least two-thirds of the owners of record of property within the PID or by the owners of record of property comprising at least two-thirds of the total area of the PID.

The City's PID Policy provides that a development agreement will be approved prior to creation of a PID. The City Council approved a development agreement for the Elevon development on September 21, 2021, a copy of which is on file in the City Secretary's office.

Attachment:

- 1) Location Exhibit
- 2) Proposed Resolution for PID creation
- 3) Schedule of Events for the Creation of a PID and Levy of Assessments
- 4) Resolution No. **2021-09-08** calling the public hearing



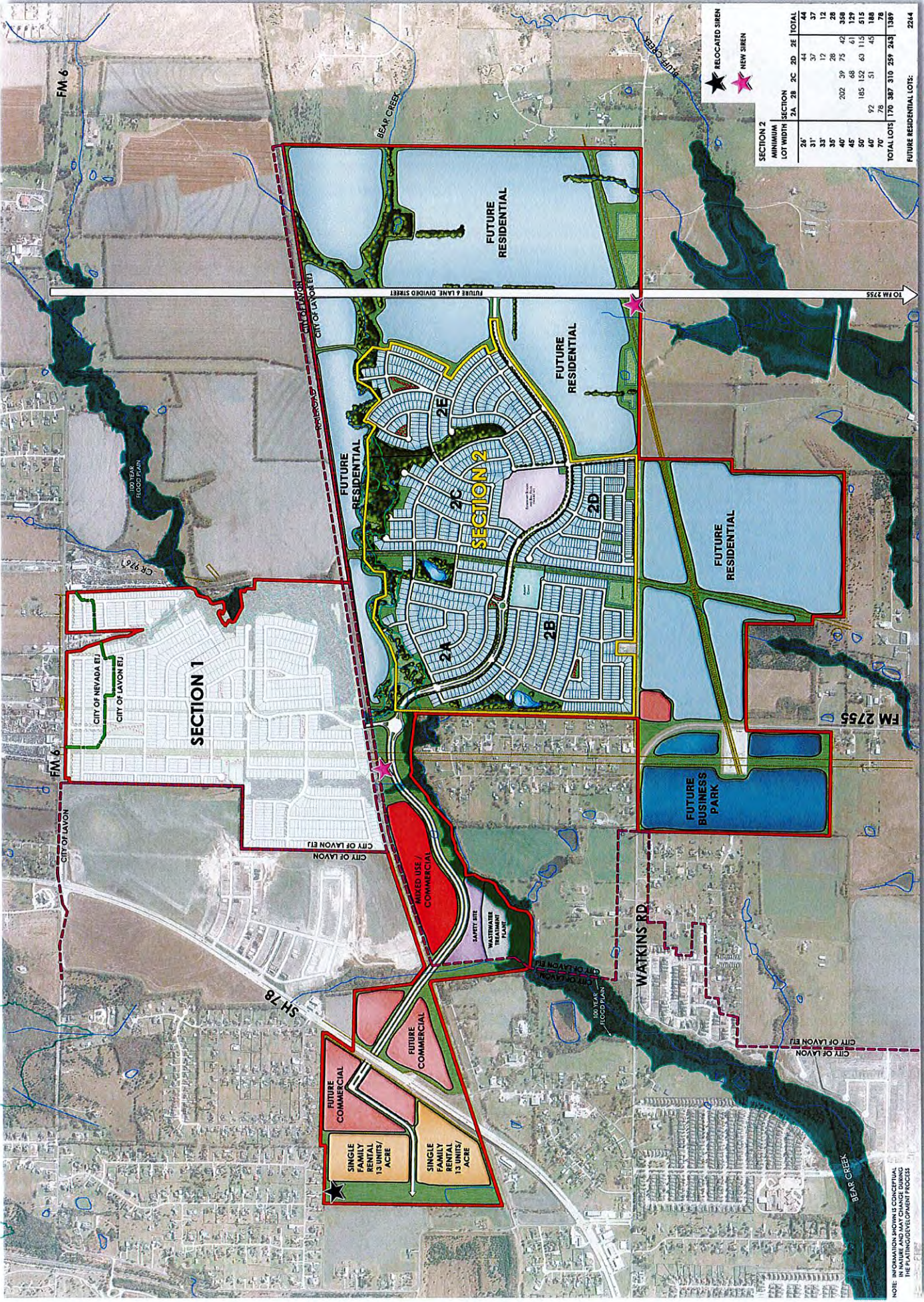
LOT WIDTH	SECTION						BLOCK							
	1	2A	3	4	5	6	1	2A	3	4	5	6		
30' WIDE (TH)	250	597	587	587	587	587	280	4.3	7,390	...	...	7,390		
40'	...	...	...	...	...	...	597	15.0	25,219	...	...	25,219		
50'	...	...	...	...	...	...	232	54.5	117,463	...	...	117,463		
60'	...	...	...	...	...	...	135	228	318	0	228	149	10,656	
70'	...	...	...	...	...	...	...	...	...	...	...	...		
TOTAL LOTS	1214	793	804	0	515	444	3770	100.0	53,634	34,714	48,258	34,034	35,587	204,029
GROSS ACRES	292.4	226.2	231.7	0.0	150.0	181.7	1082.0							
LOTS/GROSS AC	4.15	3.51	3.47	#N/A	3.43	3.54	3.47							

NOTE: INFORMATION SHOWN IS CONCEPTUAL  
 AND NOT TO BE USED FOR CONSTRUCTION  
 OR FOR ANY DEVELOPMENT PROCESS

0 200 400 800  
 1"=400'

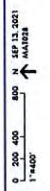
↑  
 N  
 APR 23, 2018  
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# ABSTON HILLS



SECTION 2		SECTION						TOTAL
MINIMUM LOT WIDTH	SECTION	2A	2B	2C	2D	2E		
34'							12	
31'							37	
33'							12	
35'							28	
40'		202	39	75	42	358	611	
45'		185	152	63	115	515	1299	
50'							45	
40'							51	
70'							78	
TOTAL LOTS		170	387	310	257	243	1389	
FUTURE RESIDENTIAL LOTS:		2244						

ELEVON



NOTE: INFORMATION SHOWN IS CONCEPTUAL AND NOT INTENDED TO BE USED IN THE PLANNING/DEVELOPMENT PROCESS.

**CITY OF LAVON, TEXAS**

**RESOLUTION NO. 2021-10-05**

Elevon PID Creation

**A RESOLUTION OF THE CITY OF LAVON, TEXAS AUTHORIZING AND CREATING THE ELEVON PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lavon, Texas (the "City" or "Lavon"), is authorized under Chapter 372 of the Texas Local Government Code (the "Act"), to create a public improvement district within its City limits and its extraterritorial jurisdiction (the "ETJ"); and

**WHEREAS**, on *September 20, 2021*, the (1) owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the "Petitioners"), within the ETJ of the City, submitted and filed with the City Secretary of Lavon (the "City Secretary") a petition ("Petition") requesting the establishment of a public improvement district for property within the ETJ of the City; and

**WHEREAS**, the Petition requested the creation of the Elevon Public Improvement District (the "District"), which District is located within the ETJ of the City and more particularly depicted in **Exhibit A** and described by metes and bounds in **Exhibit B** (the "Property") each attached hereto and incorporated herein for all purposes; and

**WHEREAS**, the City Council of Lavon (the "City Council") has investigated and determined that the facts contained in the Petition are true and correct; and

**WHEREAS**, after publishing notice in a newspaper of general circulation in Lavon and in the ETJ of Lavon, and mailing notice of the hearing, all as required by and in conformity with the

Act, the City Council, conducted a public hearing on the advisability of the improvements and services on *October 19, 2021*; and

**WHEREAS**, the City Council of Lavon closed the public hearing on the advisability of the improvements and services on *October 19, 2021*; and

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. The Petition submitted to Lavon by the Petitioners was filed with the City Secretary and complies with Section 372.005 of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council of Lavon, after considering the Petition and the evidence and testimony presented at the public hearing on *October 19, 2021*, hereby finds and declares:

- (a) **Advisability of the Proposed Improvements.** It is advisable to create the District to provide the Authorized Improvements (as defined and described below). The Authorized Improvements are feasible and desirable and will promote the interests of Lavon and will confer a special benefit on the Property.
- (b) **General Nature of the Authorized Improvements.** The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act (the "Authorized Improvements") that are necessary for the development of the Property, which Authorized Improvements will include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein;

(iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vi) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District.

**(c) Estimated Costs of the Authorized Improvements and Apportionment of Costs.**

The estimated total costs of the Authorized Improvements is \$250,000,000.00, which costs shall be paid by assessment of the property owners within the proposed District. Lavon will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the Property, and possible tax increment reinvestment zone revenue. No municipal property in the District shall be assessed. The developer of the property (the “Developer”) may also pay certain costs of the Authorized Improvements from other funds available to the Developer.

**(d) Boundaries of the District.** The District is proposed to include approximately 982.719 acres of land generally located *east of Highway 78*, located within the ETJ of the City, as more particularly depicted in **Exhibit A** attached hereto, and as more properly described in the metes and bounds described in **Exhibit B** attached hereto.

**(e) Proposed Method of Assessment.** Lavon shall levy an assessment on each parcel of the Property within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments, including interest, may be paid in full at any time, and certain assessments may be paid in annual installments, with interest. If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized

Improvements financed by the assessments, and must continue for a period necessary to retire the indebtedness for those Authorized Improvements (including interest).

(f) **Management of the District.** The District shall be managed by Lavon, with the assistance of a consultant, who shall, from time to time, advise Lavon regarding certain operations of the District.

(g) **Advisory Board.** The District shall be managed without the creation of an advisory board.

Section 4. The Elevon Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

Section 5. Not later than the seventh day after the date of the adoption of this Resolution, City staff is hereby authorized and directed to file a copy of this Resolution creating the District with the county clerk of each county in which all or a part of the District is located.

Section 6. The authorization of the District pursuant to this Resolution shall take effect upon the date this resolution is adopted by the City Council.

*[Remainder of page intentionally left blank]*

**PASSED AND APPROVED THIS THE 19TH DAY OF OCTOBER, 2021.**

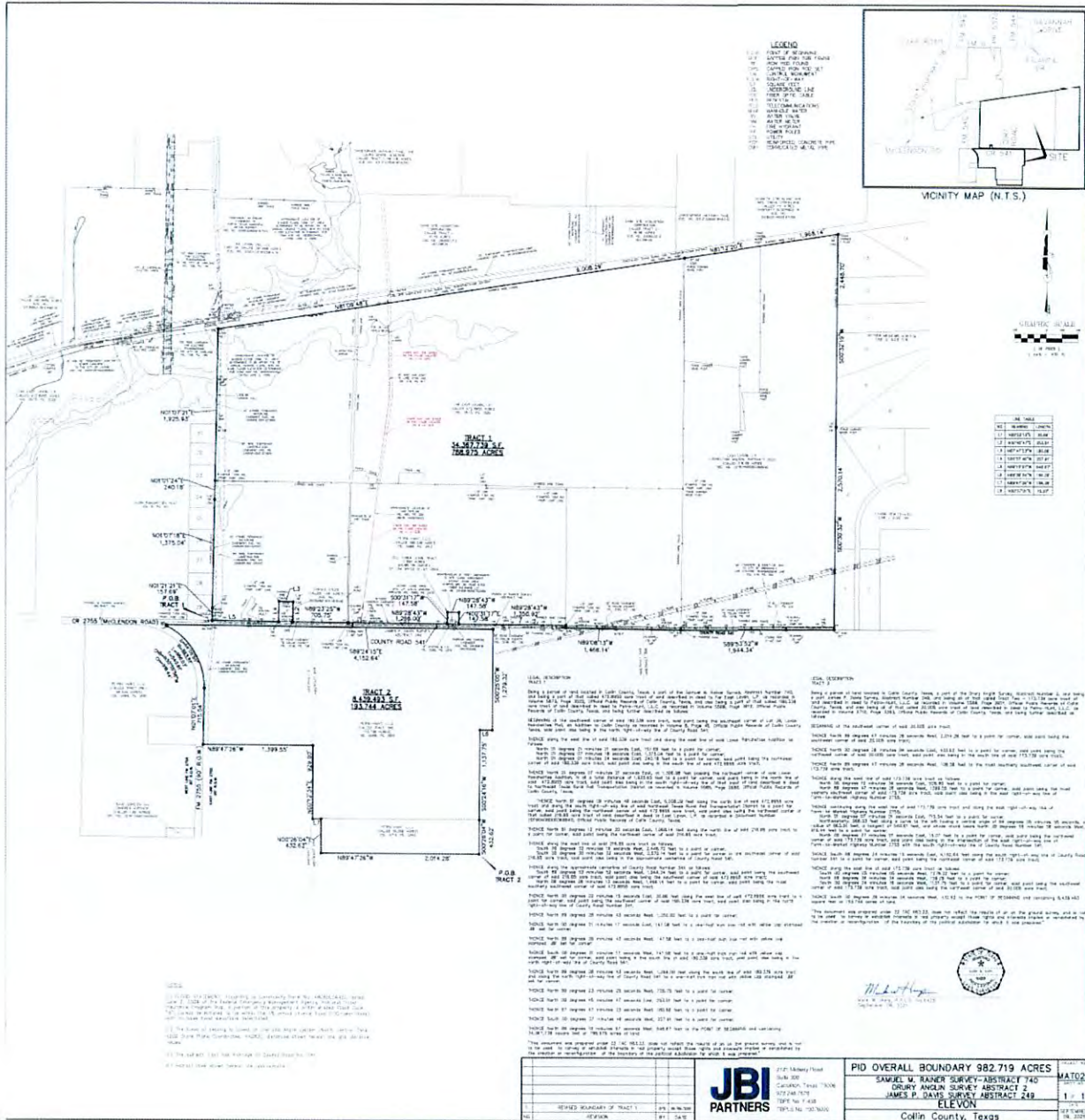
**CITY OF LAVON, TEXAS**

**ATTEST:**

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

\_\_\_\_\_  
Rae Norton, City Secretary

# EXHIBIT A PROPERTY DEPICTION



**EXHIBIT B**  
**PROPERTY METES AND BOUNDS DESCRIPTION**

LEGAL DESCRIPTION  
TRACT 1

Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being a part of that called 472.8955 acre tract of land described in deed to Far East Lavon, L.P. as recorded in Volume 5873, Page 3522, Official Public Records of Collin County, Texas, and also being a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavon Ranchettes Plat, an Addition to Collin County as recorded in Volume B, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541;

THENCE along the west line of said 180.339 acre tract and along the east line of said Lavon Ranchettes Addition as follows:

North 01 degrees 21 minutes 21 seconds East, 157.69 feet to a point for corner;

North 01 degrees 07 minutes 18 seconds East, 1,375.04 feet to a point for corner;

North 01 degrees 01 minutes 24 seconds East, 240.18 feet to a point for corner, said point being the northwest corner of said 180.339 acre tract, said point also being in the south line of said 472.8955 acre tract;

THENCE North 01 degrees 07 minutes 21 seconds East, at 1,306.98 feet passing the northeast corner of said Lavon Ranchettes Addition, in all a total distance of 1,925.93 feet to a point for corner, said point being in the north line of said 472.8955 acre tract, said point also being in the south right-of-way line of that tract of land described in deed to Northeast Texas Rural Rail Transportation District as recorded in Volume 5585, Page 2680, Official Public Records of Collin County, Texas;

THENCE North 81 degrees 09 minutes 48 seconds East, 6,008.29 feet along the north line of said 472.8955 acre tract and along the south right-of-way line of said Northeast Texas Rural Rail Transportation District to a point for corner, said point being the northeast corner of said 472.8955 acre tract, said point also being the northwest corner of that called 216.85 acre

tract of land described in deed to East Lavon, L.P. as recorded in Document Number 20190408000368940, Official Public Records of Collin County, Texas;

THENCE North 81 degrees 12 minutes 20 seconds East, 1,968.14 feet along the north line of said 216.85 acre tract to a point for corner, said point being the northeast corner of said 216.85 acre tract;

THENCE along the east line of said 216.85 acre tract as follows:

South 00 degrees 32 minutes 19 seconds West, 2,448.70 feet to a point or corner;

South 00 degrees 30 minutes 32 seconds West, 2,570.14 feet to a point for corner in the southeast corner of said 216.85 acre tract, said point also being in the approximate centerline of County Road 541;

THENCE along the approximate centerline of County Road Number 541 as follows:

South 89 degrees 53 minutes 52 seconds West, 1,944.34 feet to a point for corner, said point being the southwest corner of said 216.85 acre tract, said point also being the southeast corner of said 472.8955 acre tract;

North 89 degrees 08 minutes 13 seconds West, 1,466.14 feet to a point for corner, said point being the most southerly southwest corner of said 472.8955 acre tract;

THENCE North 00 degrees 22 minutes 15 seconds East, 30.66 feet along the west line of said 472.8955 acre tract to a point for corner, said point being the southeast corner of said 180.339 acre tract, said point also being in the north right-of-way line of County Road Number 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 1,350.92 feet to a point for corner;

THENCE North 00 degrees 31 minutes 17 seconds East, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 89 degrees 28 minutes 43 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 31 minutes 17 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 1,266.00 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 89 degrees 23 minutes 25 seconds West, 705.75 feet to a point for corner;

THENCE North 00 degrees 45 minutes 47 seconds East, 253.51 feet to a point for corner;

THENCE North 87 degrees 47 minutes 23 seconds West, 180.66 feet to a point for corner;

THENCE South 00 degrees 37 minutes 46 seconds West, 257.91 feet to a point for corner;

THENCE North 89 degrees 10 minutes 57 seconds West, 848.67 feet to the POINT OF BEGINNING and containing 34,367,739 square feet or 788.975 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

#### LEGAL DESCRIPTION

##### TRACT 2

Being a parcel of land located in Collin County, Texas, a part of the Drury Anglin Survey, Abstract Number 2, and being a part James P. Davis Survey, Abstract Number 249, and being all of that called Tract Two – 173.739 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5569, Page 2651, Official Public Records of Collin County, Texas, and also being all of that called 20.005 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5710, Page 3283, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at the southeast corner of said 20.005 acre tract;

THENCE North 89 degrees 47 minutes 26 seconds West, 2,014.28 feet to a point for corner, said point being the southwest corner of said 20.005 acre tract;

THENCE North 00 degrees 26 minutes 04 seconds East, 432.62 feet to a point for corner, said point being the northwest corner of said 20.005 acre tract, said point also being in the south line of said 173.739 acre tract;

THENCE North 89 degrees 47 minutes 26 seconds West, 108.39 feet to the most southerly southwest corner of said 173.739 acre tract;

THENCE along the west line of said 173.739 acre tract as follows:

North 00 degrees 12 minutes 34 seconds East, 929.80 feet to a point for corner;

North 89 degrees 47 minutes 26 seconds West, 1399.55 feet to a point for corner, said point being the most westerly southwest corner of said 173.739 acre tract, said point also being in the east right-of-way line of Farm-to-Market Highway Number 2755;

THENCE continuing along the west line of said 173.739 acre tract and along the east right-of-way line of Farm-to-Market Highway Number 2755;

North 01 degrees 07 minutes 01 seconds East, 715.54 feet to a point for corner;

Northwesterly, 966.03 feet along a curve to the left having a central angle of 64 degrees 05 minutes 55 seconds, a radius of 863.51 feet, a tangent of 540.61 feet, and whose chord bears North 30 degrees 55 minutes 56 seconds West, 916.44 feet to a point for corner;

North 00 degrees 37 minutes 01 seconds East, 15.07 feet to a point for corner, said point being the northwest corner of said 173.739 acre tract, said point also being at the intersection of the east right-of-way line of Farm-to-Market Highway Number 2755 with the south right-of-way line of County Road Number 541;

THENCE South 89 degrees 24 minutes 15 seconds East, 4,152.64 feet along the south right-of-way line of County Road Number 541 to a point for corner, said point being the northeast corner of said 173.739 acre tract;

THENCE along the east line of said 173.739 acre tract as follows:

South 00 degrees 25 minutes 05 seconds West, 1279.32 feet to a point for corner;

North 89 degrees 39 minutes 34 seconds West, 159.29 feet to a point for corner;

South 00 degrees 24 minutes 16 seconds West, 1137.75 feet to a point for corner, said point being the southeast corner of said 173.739 acre tract, said point also being the northeast corner of said 20.005 acre tract;

THENCE South 00 degrees 26 minutes 04 seconds West, 432.62 to the POINT OF BEGINNING and containing 8,439,493 square feet or 193.744 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

**Schedule of Events for the Creation of a Public Improvement District  
and Levy of Assessments**  
Chapter 372, Local Government Code (the "Act")

Creation:

1. Petition of Property Owners to create PID is filed with the City Secretary (petition may be initiated by City or property owners)
2. Verification by City Secretary that Petition meets requirements of the Act
3. City Council receives petition and calls public hearing
4. Notice of public hearing published (before the 15<sup>th</sup> day before the date of the hearing)
5. Notice of public hearing mailed to property owners (before the 15<sup>th</sup> day before the date of the hearing)
6. Public hearing on creation of PID<sup>(1)</sup>
7. Resolution creating PID<sup>(1)</sup>
8. Publication of Resolution (in its entirety) (20 day, from date of publication, referendum period before construction of PID funded improvements may begin)

Assessment:

9. Appraisal of benefits
10. Preparation of proposed assessment roll
11. Proposed assessment roll approved by City Council and filed with City Secretary
12. City Council calls public hearing on assessment roll<sup>(1)</sup>
13. Notice of public hearing published (before the 10<sup>th</sup> day before the date of the hearing)
14. Notice of public hearing mailed to property owners by City Secretary upon filing of proposed assessment roll (before the 10<sup>th</sup> day before the date of the hearing)
15. Public hearing on proposed assessment roll<sup>(2)</sup>
16. Ordinance levying assessments<sup>(2)</sup>
17. Assessment ordinance filed in County real property records

(1) May be scheduled and occur at the same meeting.

(2) May be scheduled and occur at the same meeting.

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2021-09-08**

Elevon Development – PID Petition

**A RESOLUTION SETTING A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE CREATION OF THE ELEVON PUBLIC IMPROVEMENT DISTRICT WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF LAVON, TEXAS; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF LAVON, TEXAS REGARDING THE PUBLIC HEARING.**

**WHEREAS**, the City of Lavon, Texas (the “City”), is authorized under Chapter 372 of the Texas Local Government Code (the “Act”), to create a public improvement district within its corporate limits and its extraterritorial jurisdiction (the “ETJ”); and

**WHEREAS**, on September 20, 2021, the owners of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the “Petitioners”), submitted and filed with the City Secretary of Lavon (the “City Secretary”) a petition (“Petition”), attached as **Exhibit A**, requesting the establishment of a public improvement district for property within the ETJ of the City; and

**WHEREAS**, the City Council of Lavon, Texas (the “City Council”) will hold a public hearing in accordance with Section 372.009 of the Act regarding the establishment of a public improvement district in the ETJ of the City in accordance with the Petition; and

**WHEREAS**, in order to hold a public hearing for the creation of a public improvement district, notice must be given in a newspaper of general circulation in the municipality and the ETJ of the municipality before the 15<sup>th</sup> day before the date of the hearing, and written notice must be mailed to the current address of each owner, as reflected on the tax rolls, of property that would be subject to assessment under the proposed public improvement district; and

**WHEREAS**, both newspaper notice and mailed notice must contain the information required for notice as provided for in Section 372.009 of the Act; and

**WHEREAS**, the City Council has determined to hold a public hearing on *October 19, 2021* on the creation of a public improvement district; and

**WHEREAS**, the City Council finds that the passage of this Resolution is in the best interest of the citizens of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:**

**Section 1:** All of the above recitals are hereby found to be true and correct factual determinations of the City and are hereby approved and incorporated by reference as though fully set forth herein.

**Section 2:** City Staff reviewed the Petition and determined that the same complied with the requirements of the Act and the City Council accepts the Petition.

**Section 3:** That a public hearing is hereby called for *October 19, 2021, at 7:00 p.m., in the City Council Chamber, at Lavon City Hall, 120 School Road, Lavon, Texas 75166*, for the purpose of hearing public testimony with respect to the creation of a public improvement district.

**Section 4:** At such time and place the City Council will hear testimony regarding the creation of the proposed public improvement district and consider the adoption of a resolution authorizing the creation of the public improvement district.

**Section 5:** Attached hereto as **Exhibit A** is the Petition for the Creation of a Public Improvement District within the Extraterritorial Jurisdiction of the City of Lavon, Texas for the Eleventh Public Improvement District, which includes a legal description of the approximately 982.719 acres of property to be included in the proposed public improvement district.

**Section 6:** Attached here to as **Exhibit B** is a form of the Notice of Public Hearing (the "Notice") the form and substance of which is hereby adopted and approved.

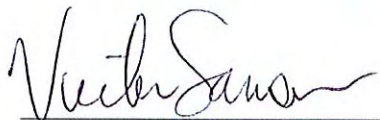
**Section 7:** The City Secretary is hereby authorized and directed to cause said Notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the City and in the ETJ of the City, and to notify any affected landowners within the boundaries of the proposed public improvement district as required by law. The City Secretary shall provide notice **on or before October 3, 2021**, which is before the 15<sup>th</sup> day before the *October 19, 2021* hearing.

**Section 8:** If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this Resolution without the invalid provision.

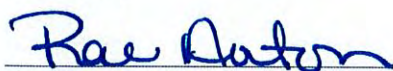
**Section 9:** This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

[continued on next page]

PASSED AND APPROVED ON THIS 21ST DAY OF SEPTEMBER, 2021.

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

ATTEST:

  
\_\_\_\_\_  
Rae Norton, City Secretary



**EXHIBIT A**

**Petition for the Creation of a Public Improvement District**

**PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT  
WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF LAVON,  
TEXAS FOR THE ELEVEN PUBLIC IMPROVEMENT DISTRICT**

This petition (“Petition”) is submitted and filed with the City Secretary of the City of Lavon, Texas (“City”), by Petro-Hunt, LLC, a Texas limited liability company and Far East Lavon, LP, a Texas limited partnership (the “Petitioners”), the owners of approximately 982.719 acres of real property located within the proposed boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the “Act”), the Petitioners request that the City create a public improvement district (the “District”), to include property located within the extraterritorial jurisdiction of the City (the “Property”), more particularly described by a metes and bounds description and depicted in **Exhibit A**. In support of this Petition, the Petitioners would present the following:

**Section 1. General Nature of the Authorized Improvements.** The general nature of the proposed public improvements (collectively, the “Authorized Improvements”) may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vi) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

**Section 2. Estimated Cost of the Authorized Improvements.** The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration, and operation of the District, is \$250,000,000.00. The City will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

**Section 3. Boundaries of the Proposed District.** The District is proposed to include the Property.



**Section 4. Proposed Method of Assessment.** The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

**Section 5. Proposed Apportionment of Costs between the District and the City.** The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District and possible tax increment reinvestment zone revenue. No municipal property in the public improvement district shall be assessed. The Petitioners may also pay certain costs of the improvements from other funds available to the Petitioners.

**Section 6. Management of the District.** The Petitioners propose that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

**Section 7. The Petitioners Request Establishment of the District.** The persons signing this Petition requests the establishment of the District and is duly authorized to execute and deliver the Petition.

**Section 8. Advisory Board.** The Petitioners propose that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioners request that a representative of the Petitioners be appointed to the advisory board.

**Section 9. Landowner.** This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) the record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that are liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary, in support of the creation of the District by the City Council of the City as herein provided. The undersigned requests that the City Council of the City call a public hearing on the advisability of the Authorized Improvements, give notice thereof as provided by law, grant all matters requested in this Petition, and grant such other relief, at law or in equity, to which Petitioners may show themselves to be entitled.

RESPECTFULLY SUBMITTED, on this the 17 day of September, 2021.

**PETITIONERS:**

**PETRO-HUNT, L.L.C.,**

a Texas limited liability company

By: B.W. Hunt

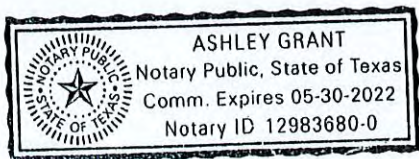
Name: B.W. HUNT

Title: PRESIDENT

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 17 day of September, 2021, by B.W. Hunt, President of Petro-Hunt, LLC, a Texas limited liability company.



Ashley Grant  
Notary Public in and for  
the State of Texas

**FAR EAST LAVON, LP,**  
a Texas limited partnership

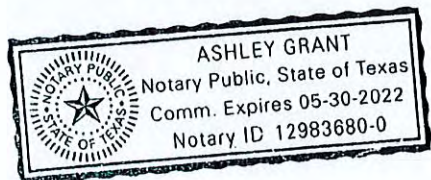
By: Pitman Investments, LLC,  
a Texas limited liability company,  
its general partner

By: T. Nelson  
Name: T.E. Nelson  
Title: Vice President

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 17 day of September, 2021,  
by T.E. Nelson, Vice President of Pitman Investments, LLC,  
general partner of Far East Lavon, LP, a Texas limited partnership.



Ashley Grant  
Notary Public in and for  
the State of Texas

**EXHIBIT A**

**Metes and Bounds Description and Depiction**



## EXHIBIT B

### CITY OF LAVON, TEXAS NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the "Act"), notice is hereby given that the City Council of the City of Lavon, Texas ("City"), will hold a public hearing to accept public comments and discuss the petition (the "Petition"), filed by certain property owners within the extraterritorial jurisdiction of the City (the "Petitioners"), requesting that the City create the Elevon Public Improvement District (the "District") to include property owned by the Petitioners.

**Time and Place of the Hearing.** The public hearing will start at 7:00 p.m. on October 19, 2021, in the City Council Chamber, at Lavon City Hall, 120 School Road, Lavon, Texas 75166.

**General Nature of the Proposed Authorized Improvements.** The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vi) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

**Estimated Cost of the Authorized Improvements.** The estimated cost to design, acquire and construct the Authorized Improvements is not to exceed \$250,000,000.00. The City will pay none of the costs of the Authorized Improvements, supplemental services or operation and maintenance costs from funds other than assessments levied on property within the District and/or from revenues received from a tax increment reinvestment zone ("TIRZ") established by the City that shall include the property within the District. The remaining costs of the proposed improvements will be paid from sources other than those described above.

**Proposed District Boundaries.** The District is proposed to include approximately 982.719 acres of land generally located east of Highway 78 and being wholly located within the extraterritorial jurisdiction of the City and as more particularly described by a metes and bounds description available at Lavon City Hall and available for public inspection.

**Proposed Method of Assessment.** The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be

paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

**Proposed Apportionment of Cost between the District and the City.** The City will not be obligated to provide any funds to finance the Authorized Improvements, except for public improvement district assessments levied on real property within the District or revenue received by the City pursuant to a TIRZ applicable to the property within the District, if any. All of the costs of the Authorized Improvements will be paid from assessments and from other sources of funds, if any, available to the Petitioners.

During the public hearing, any interested person may speak for or against the establishment of the District and the advisability of the improvements to be made for the benefit of the property within the District.





## CITY OF LAVON Agenda Brief

**MEETING:** October 19, 2021

**ITEM:** 7 - L

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**Item:**

Discussion and action regarding Resolution No. **2021-10-06** approving and authorizing the Mayor to execute a Gas Franchise Fee Chapter 380 Agreement with MA Partners, LLC.

**Background:**

In association with the development of the Elevon Addition and related development agreements, the developer, MA Partners, LLC requested that the City enter into an economic development agreement to rebate a portion of future franchise gas fees generated in the development. The Texas Local Government Code, Chapter 380 provides authority for cities to enter into agreements and make grants that are intended to promote local economic development, stimulate business and commercial activity and create jobs in the City.

The Elevon Addition has approximately 220 acres designated for commercial, mixed-use/commercial and business park development. The grant aids in promoting this property for economic development.

If the Elevon Addition were to develop as a Municipal Utility District (MUD) outside the city limits, the developer could be eligible to recoup all or part of the gas franchise fees generated in the MUD.

**Financial Impact:**

The financial impact is positive for the City. In FY 2021, the City received \$8,634 in gas franchise fees and has an estimated 300 customers. There is no expenditure to the city related to the agreement and the benefit derived in economic development potential outweighs the future receipt of franchise fees.

**Staff Notes:**

The City Attorney and consulting team have reviewed the agreement and approval is recommended.

**Attachments:** Proposed Resolution and Agreement

**The CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2021-10-06**

Gas Franchise Fees Economic Development Agreement

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON  
APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A  
CHAPTER 380 GAS FRANCHISE FEES ECONOMIC DEVELOPMENT  
AGREEMENT WITH MA PARTNERS, LLC.**

**WHEREAS**, Article III, Section 52-a of the Texas Constitution and Chapter 380 of Texas Local Government Code provide constitutional and statutory authority for establishing and administering a program to provide grants or incentives of public money to promote local economic development and to stimulate business and commercial activity in the City;

**WHEREAS**, the City has found that providing a grant of funds to the MA Partners, LLC in exchange for the MA Partner LLC's development of the Elevon Addition will promote local economic development and stimulate business and commercial activity and create jobs within the City (the "Program"); and

**WHEREAS**, the City has determined that the Program will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the Program contain controls likely to ensure that public purpose is accomplished; and

**WHEREAS**, the City Council of the City of Lavon finds and determines that approving the agreement for the terms described in the attached is in the best interests of the citizens of the City of Lavon.

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

**SECTION 1.** The City Council does hereby approve and authorize the Mayor to execute a Chapter 380 Gas Franchise Fees Economic Development Agreement with MA Partners, LLC, attached hereto as "Exhibit A".

**SECTION 2.** 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 19<sup>th</sup> day of October 2021.

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

ATTEST:

\_\_\_\_\_  
Rae Norton, City Secretary

**RESOLUTION NO. 2021-10-06**

**EXHIBIT A**

**CHAPTER 380  
ECONOMIC DEVELOPMENT AGREEMENT**

**RESOLUTION NO. 2021-10-06**

**EXHIBIT A**

**CHAPTER 380  
ECONOMIC DEVELOPMENT AGREEMENT**

## **GAS FRANCHISE FEES ECONOMIC DEVELOPMENT AGREEMENT**

**THIS GAS FRANCHISE FEES ECONOMIC DEVELOPMENT AGREEMENT** (the “Agreement”) by and between the **CITY OF LAVON, TEXAS**, a type A general law municipality located in Collin County, Texas (the “City”) and **MA PARTNERS, LLC**, a Texas limited liability company (the “Developer”), to be effective on October 19, 2021 (the “Effective Date”).

### **RECITALS**

WHEREAS, the Developer and the City are sometimes individually referred to as a “Party” and collectively as the “Parties”; and

WHEREAS, Petro-Hunt, LLC, a Texas limited liability company, Far East Lavon, LP, a Texas limited partnership, 78 Straddle, LP, a Texas limited partnership, East Lavon Partners, LP, a Texas limited partnership, and World Land Developers, LP, a Texas limited liability company (collectively, the “Owners”), the City, and the Developer entered into the Elevon Development Agreement (the “Development Agreement”), dated as of September 21, 2021, for the design, development, and construction of a mixed-use residential and commercial development (the “Elevon Development”) containing approximately 1,268.695 acres of land, as described by metes and bounds and depicted on Exhibit A to the Development Agreement (the “Property”) within the extraterritorial jurisdiction of the City; and

WHEREAS, terms used herein but not otherwise defined shall have the meaning ascribed to them in the Development Agreement; and

WHEREAS, the construction and operation of the Elevon Development will: (a) bring a positive impact to the City; (b) promote state and local economic development; (c) stimulate business and commercial activity in the municipality; (d) promote the development and diversification of the economy of the state; (e) promote the development and expansion of commerce in the state; and (f) eliminate some unemployment or underemployment in the state; and

WHEREAS, the Developer desires and intends to construct or cause to be constructed water, wastewater, drainage, roadway improvements, and other public infrastructure that will serve the Property, including landscaping, public parking and floodplain reclamation costs (collectively, the “Public Infrastructure”) within the Elevon Development; and

WHEREAS, pursuant to Section 5.09 of the Development Agreement, the Parties agreed for the City to provide a grant to the Developer for a portion of collected Gas Franchise Fees (hereinafter defined); and

WHEREAS, Article III, Section 52-a of the Texas Constitution and Chapter 380 of Texas Local Government Code provide constitutional and statutory authority for establishing and administering a program to provide grants or incentives of public money to promote local economic development and to stimulate business and commercial activity in the City;

WHEREAS, the City has found that providing a grant of funds to Developer in exchange for Developer's development of the Elevon Development will promote local economic development and stimulate business and commercial activity and create jobs within the City (the "Program"); and

WHEREAS, the City has determined that the Program will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the Program contain controls likely to ensure that public purpose is accomplished; and

WHEREAS, the Parties have agreed for the Developer to undertake or cause the undertaking of the Elevon Development as set forth in the Development Agreement, and the Development Agreement contains controls to ensure the public purpose is accomplished; and

NOW THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, and payments authorized herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.**

"Affiliate" means any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

"Agreement" means this Gas Franchise Fees Economic Development Agreement.

"Chapter 380" means Chapter 380, Texas Local Government Code, as amended.

"City" means the City of Lavon, a type A general law municipality located in Collin County, Texas.

"City Administrator" means the City Administrator of the City, or its designee.

"City Council" means the City Council of the City.

"Developer" means MA Partners, LLC, a Texas limited liability company, and its successors and assigns.

"Development Agreement" has the meaning set forth in the Recitals.

"Elevon Development" has the meaning set forth in the Recitals.

"Effective Date" has the meaning set forth in the introductory paragraph.

"Force Majeure" means events or circumstances that are not within the reasonable control of the Party whose performance is suspended, and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

"Gas Franchise Fees" has the meaning set forth in the Development Agreement.

“Gas Franchise Fees Grant” means the grant of Gas Franchise Fees to the Developer as set forth in Section 4.

“Owners” has the meaning set forth in the Recitals.

“Party” or “Parties” means Developer and the City.

“Program” has the meaning set forth in the Recitals.

“Property” has the meaning set forth in the Recitals.

“Public Infrastructure” has the meaning set forth in the Recitals.

2. **Term.** This Agreement shall be effective as of the Effective Date and shall remain in full force and effect for a period of fifty (50) years.

3. **Developer’s Obligations.**

(a) **Public Infrastructure.** In consideration of the City entering into this Agreement providing for the payment of funds constituting a grant to Developer under the terms and conditions set forth herein, Developer agrees to design and construct or cause to be designed and constructed the Public Infrastructure as set forth in the Development Agreement.

4. **Gas Franchise Fees Grant.** The City agrees to provide a grant of eighty percent (80%) of the Gas Franchise Fees actually collected from the Property to the Developer payable solely from the Gas Franchise Fees and no other revenues of the City, (the “Gas Franchise Fees Grant”) pursuant to Chapter 380 as follows:

(a) Assuming there is no default under this Agreement or the Development Agreement, the Gas Franchise Fees Grant shall be paid to the Developer or its assigns on an annual basis, with such payment being no later than forty-five (45) days after the City’s receipt of its annual Gas Franchise Fees funds.

(b) The City currently charges a five percent (5%) franchise fee for the use of its rights-of-way, by the provider of natural gas to the Property. Should the franchise fee ever be reduced, Developer shall still receive the annual Gas Franchise Fees Grant payment based upon eighty percent (80%) of the reduced Gas Franchise Fees amount.

(c) The Gas Franchise Fees Grant payable by the City to the Developer as set forth in this Agreement and the Development Agreement is not secured by a pledge of ad valorem taxes or financed by the issuance of any bonds or other obligations payable from ad valorem taxes of the City but is payable only from Gas Franchise Fees actually received from the Property as authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380.

5. **Indemnification.**

DEVELOPER IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT IS ACTING INDEPENDENTLY, AND THE CITY ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE ELEVON DEVELOPMENT. DEVELOPER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, EXPENSES OF LITIGATION OR SETTLEMENT, COURT COSTS, AND ATTORNEYS' FEES WHICH MAY ARISE DUE TO ANY DEATH OR INJURY TO A PERSON OR THE LOSS OF, LOSS OF USE, OR DAMAGE TO PROPERTY, ARISING OUT OF OR OCCURRING AS A CONSEQUENCE OF THE PERFORMANCE OF THIS AGREEMENT, EXCLUDING ANY ERRORS OR OMISSIONS, OR GROSSLY NEGLIGENT ACT OR OMISSION OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

6. **Events of Default; Remedies.**

(a) **Events of Default.** No Party shall be in default under this Agreement until Notice of the alleged failure of such Party to perform has been given (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written Notice of the alleged failure has been given). In addition, if a Cure Time Notice (as defined below) has been provided within thirty (30) days of the Notice, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the Notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within thirty (30) business days after receipt of a Notice of failure to provide payment. If a Party who has received Notice under this Section cannot cure an alleged failure to perform within thirty (30) days after receipt of written Notice, such Party shall give written Notice to the other Party within such thirty (30) day period: (a) stating that the Party cannot cure the alleged failure within thirty (30) days after receipt of written Notice and explaining the reason; and (b) providing a date by which such Party can reasonably cure the alleged failure ("Cure Time Notice"). A Party who does not timely provide a Cure Time Notice shall be deemed to be able to cure the alleged failure to perform within thirty (30) days after the initial written Notice of the alleged failure has been given. The City's failure to fulfill an obligation or intention of the City contained in this Agreement that creates a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions shall not be considered an event of default.

(b) **Remedies.** If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform

Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT AND PREVENT THE DEVELOPER OR THE CITY FROM RECEIVING ANY REIMBURSEMENTS OR PAYMENTS DUE AND OWED TO THE DEVELOPER OR THE CITY UNDER THIS AGREEMENT .

7. **General Provisions.**

(a) **Representations and Warranties.** The Developer represents and warrants that this Agreement has been approved by appropriate action of Developer, and that the individual executing this Agreement on behalf of Developer has been duly authorized to do so. The City represents and warrants that the individual executing this Agreement on behalf of the City has been duly authorized to do so.

(b) **Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) **Amendment.** This Agreement may only be amended, altered, or revoked by written instrument signed by Developer and the City and approved by the City through its City Council.

(d) **Assignment.** This Agreement may be assigned by the Developer without the express written consent of, but upon written Notice to, the City in accordance with this Agreement. The Developer may collaterally assign the receivables under this Agreement to an assignee as collateral for any loan, and Developer may execute such documents and contracts as necessary to effectuate such loans or financings, without the consent, but with Notice, to the City. The provisions hereof shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. Notwithstanding, in no event shall the City be required to make any annual Gas Franchise Fees Grant payment to more than two payees.

(e) **Notice.** All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party given the Notice, and shall be effective as follows: (a) on or after the fifth business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by email; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise, on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail (with a confirming copy sent by email). Notices given pursuant to this Section shall be addressed as follows:

To the City: Attn: Kim Dobbs  
City Administrator  
City of Lavon  
120 School Road  
P.O. Box 340  
Lavon, Texas 75166  
[kdobbs@lavontx.gov](mailto:kdobbs@lavontx.gov)

With a copy to: Attn: Julie Fort  
Messer, Fort & McDonald  
6371 Preston Road, STE 200  
Frisco, Texas 75034  
[julie@txmunicipallaw.com](mailto:julie@txmunicipallaw.com)

To the Developer: Attn: John Marlin  
MA Partners, LLC  
15443 Knoll Trail Drive, Suite 130  
Dallas, Texas 75248  
[jmarlin@madev.com](mailto:jmarlin@madev.com)

With a copy to: Attn: Robert Miklos  
Miklos Cinclair, PLLC  
1800 Valley View Lane, Suite 360  
Farmers Branch, Texas 75234  
[Robert@m-legal.com](mailto:Robert@m-legal.com)

(f) **Interpretation.** The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

(g) **Applicable Law; Venue.** This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Venue and exclusive jurisdiction for any action to enforce or construe this Agreement shall be Collin County District Court.

(h) **Severability.** This Agreement and the Development Agreement constitute the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement and the Development Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a Court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be

rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

(i) **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.

(j) **Independent Parties.** Nothing herein shall be construed as creating a partnership or joint enterprise between the City and Developer. Furthermore, the Parties acknowledge and agree that the doctrine of respondeat superior shall not apply between the City and Developer, nor between the City and any officer, director, member, agent, employee, contractor, subcontractor, licensee, or invitee of Developer.

(k) **No Rights Conferred on Others.** Nothing in this Agreement shall confer any right upon any person other than the City and Developer and no other person is considered a third party beneficiary to this Agreement.

(l) **Approval Not Guaranteed.** Nothing contained in this Agreement shall be construed as obligating the City to approve any application required for development of the Elevon Development that is not in conformity with the City's adopted development regulations, except as expressly otherwise contemplated herein.

(m) **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the transaction contemplated herein.

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

(o) **No Acceleration.** All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration

(p) **No Third-Party Beneficiaries.** The provisions of this Section are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

(q) **Force Majeure.** Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to Force Majeure, to perform its obligations under this Agreement, then obligations affected by the Force Majeure shall be temporarily suspended. Within ten (10) business days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance, shall give

Notice to all the Parties that includes a detailed explanation of the Force Majeure, a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time, and the length of time needed to resume full performance. Any other Party may object in writing to the length of time claimed to be needed to resume performance by the Party suffering the event of Force Majeure if it provides a commercially reasonable explanation regarding how full performance could reasonably be resumed at an earlier date, in which case full performance shall resume at the earlier date.

8. **Anti-Boycott Verification.** The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other Affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

9. **Iran, Sudan and Foreign Terrorist Organizations.** The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other Affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other Affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

10. **Verification Regarding Energy Company Boycotts.** To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other Affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code.

11. **Verification Regarding Discrimination Against Firearm Entity or Trade Association.** To the extent this Agreement constitutes a contract for goods or services for which

a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, "SB 19"), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other Affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code.

*Signature pages follow*

EXECUTED by the City and Developer to be effective as of the Effective Date.

**CITY OF LAVON**

By: \_\_\_\_\_  
Vicki Sanson, Mayor

ATTEST:

\_\_\_\_\_  
Rae Norton, City Secretary

**DEVELOPER**

MA Partners, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Name:  
Title:





## CITY OF LAVON Agenda Brief

**MEETING:** October 19, 2021

**ITEM:** 7 – M

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**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** -from the TML COVID-19 Update (NO. 205).

Latest Executive Order was issued on October 11, Governor Abbott issued his [40<sup>th</sup> executive order](#) related to the on-going COVID-19 pandemic. The order states that no entity in Texas can compel any individual to receive a COVID-19 vaccine if that individual objects to such vaccination for any reason of personal conscience, based on a religious belief, or for medical reasons, including prior recovery from COVID-19. Violation of the order carries possible penalties of up to \$1,000 in fines and up to 180 days in jail. This is a broad order that purports to apply to all public and private entities and prohibits all vaccination requirements for any individual who objects.

**Texas Supreme Court Issues Two Emergency Orders**

On September 21<sup>st</sup>, the Supreme Court of Texas issued Emergency Orders Nos. 42 and 43:

**Emergency Order No. 42:** This Order renews the [Texas Eviction Diversion Program](#) for tenants and landlords under a statewide rental assistance program intended to avoid evictions for tenants behind on rent and outlines the related court procedures. A copy of the Order can be found [here](#). Eligibility for rental assistance under the program will be administered by the Texas Department of Housing and Community Affairs. More information and online application for rental assistance is available at the [Texas Coronavirus Relief Bill Rental Assistance Program website](#).

**Emergency Order No. 43:** This Order renews and amends prior Emergency Order No. 40. This Order allows all courts in Texas to continue to take reasonable precautions in response to COVID-19, including holding hearings by videoconference. It discontinues the blanket authority provided by prior emergency orders for all courts to modify or suspend any and all deadlines and procedures but continues justice and municipal courts' authority to modify or suspend trial-related or pretrial hearing-related deadlines and procedures through April 1, 2022. The Order also suspends or modifies other procedures related to CPS and other specific types of hearings. The Order can be viewed [here](#).

**American Rescue Plan Act Funds**

The city staff and grant consultants met recently regarding potential projects to best utilize the ARPA funding. The staff is in the process of procurement for engineering services and a recommendation is planned to be presented to the City Council in November.

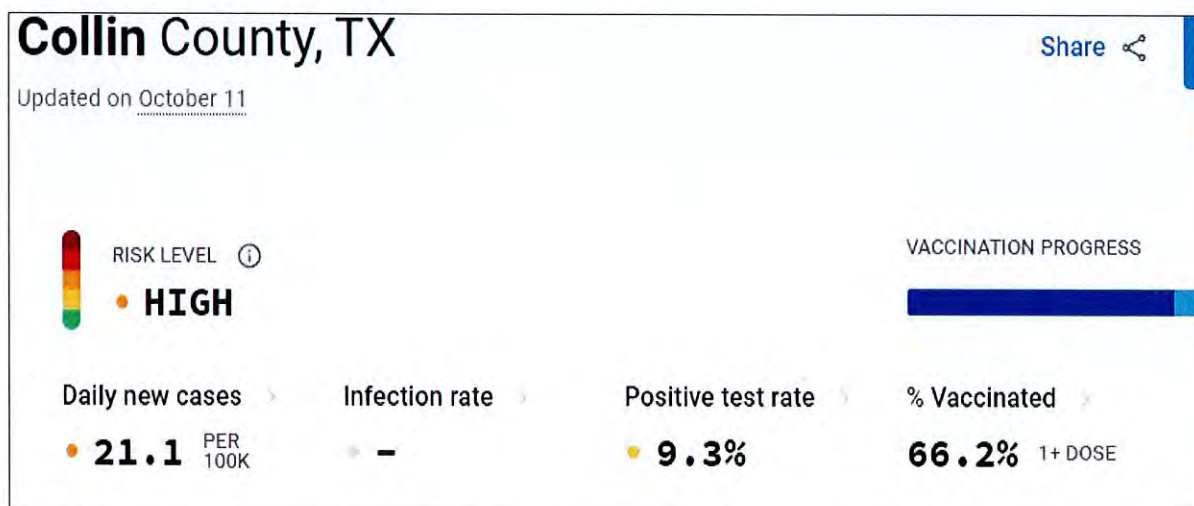
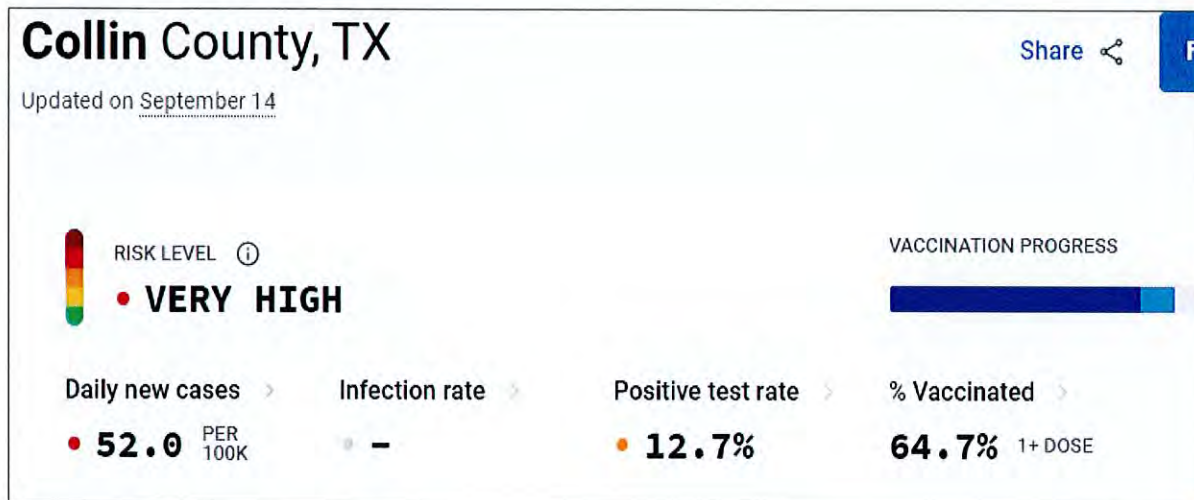
### General

The [Office of Governor's website](#) provides information regarding orders, proclamation, press releases and updates. The Governor's Office website also contains a TDEM [link to testing locations](#) and a TSHS [link with vaccination information](#).

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.


### CASE UPDATE

Information from [Covid Act Now](#) relating to case, tests and vaccinations in Collin County:





As of October 11, 2021, the Collin County Risk Level was classified as **HIGH** due to the daily new cases reported and in positive test rates. Also on the site:

## Recommendations

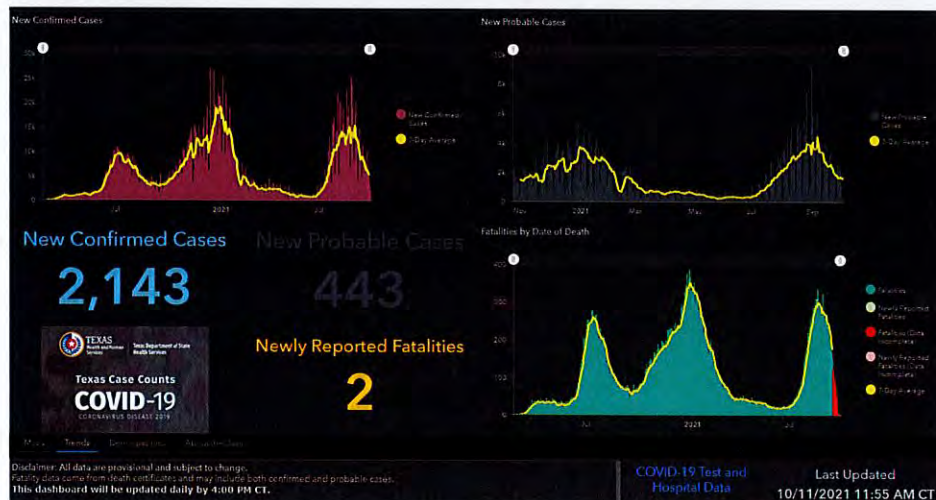
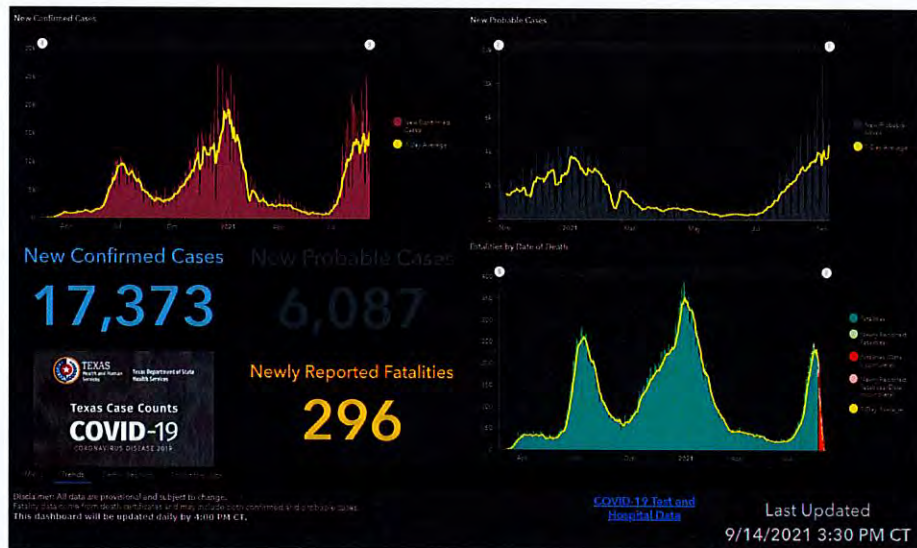
 **Masks** are not required in most indoor and outdoor settings for vaccinated people, except by local regulation e.g., from businesses, workplaces or local government. Unvaccinated people should continue to mask in all public spaces. See [guidance on masks](#)

 **Schools** can safely offer in-person learning only when [these infection control measures](#) are in place.

 **Indoor gatherings** should be avoided with people outside the immediate household, unless you are fully vaccinated. See [guidance for vaccinated individuals](#). Outdoor gatherings with masks and distancing are a safer alternative.

 **Travel** should be avoided unless it is necessary or you are fully vaccinated.

**Source:** Tx Dept of Health and Human Services-Cases are statewide (Collin County had 96,845 confirmed cases with 4999 estimated active cases)



## OPERATIONS UPDATE

**CDC Updated Health Precautions:** *excerpt from the TML COVID-19 Update (No. 198)*

Given the sharp rise in COVID-19 cases due to the Delta-variant of the virus, on July 27, 2021, the Centers for Disease Control and Prevention (CDC) updated their [guidance related to health precautions for fully-vaccinated individuals](#). To reduce the risk of being infected with the Delta variant and possibly spreading it to others, the CDC recommends wearing a mask indoors in public if

the individual is in an area of substantial or high transmission, even if the person is fully-vaccinated. The [CDC recommendations for unvaccinated individuals](#) remains substantially unchanged, including recommendations to get vaccinated, maintain physical distance from others, wear masks, and avoid crowds.

**City Events:** The Fall Festival is scheduled and will take place outdoors. Efforts will be made to encourage responsible social distancing and precautions relating to food service will be observed. Early voting begins on October 18, 2021 in the Community Room and the Collin County Elections Office dictates disease prevention measures if any in the polling place.

### **Vaccinations & Testing**

Collin County Health Care Services is providing mobile vaccination teams that allow Collin County residents to receive a COVID-19 vaccine right at their doorstep for no cost. Information is attached. The City is exploring opportunities to increase options for Lavon residents to obtain testing and vaccinations as close to home as possible.

Collin County Healthcare Services: [information and registration link](#)

Collin CARES: [information for testing](#)

**Attachments:** Governor's Executive Order GA-40



GOVERNOR GREG ABBOTT

October 11, 2021

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
4:30 PM 'CLOCK

OCT 11 2021

Secretary of State

Mr. Joe A. Esparza  
Deputy Secretary of State  
State Capitol Room 1E.8  
Austin, Texas 78701

Dear Deputy Secretary Esparza:

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

Executive Order No. GA-40 relating to prohibiting vaccine mandates, subject to legislative action.

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

Respectfully submitted,

Gregory S. Davidson  
Executive Clerk to the Governor

GSD/gsd

Attachment

# Executive Order

BY THE  
GOVERNOR OF THE STATE OF TEXAS

Executive Department  
Austin, Texas  
October 11, 2021

EXECUTIVE ORDER  
GA 40

*Relating to prohibiting vaccine mandates,  
subject to legislative action.*

---

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

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, I have issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health; and

WHEREAS, COVID-19 vaccines are strongly encouraged for those eligible to receive one, but must always be voluntary for Texans; and

WHEREAS, I issued Executive Orders GA-35, GA-38, and GA-39 to prohibit governmental entities and certain others from imposing COVID-19 vaccine mandates or requiring vaccine passports; and

WHEREAS, in yet another instance of federal overreach, the Biden Administration is now bullying many private entities into imposing COVID-19 vaccine mandates, causing workforce disruptions that threaten Texas's continued recovery from the COVID-19 disaster; and

WHEREAS, countless Texans fear losing their livelihoods because they object to receiving a COVID-19 vaccination for reasons of personal conscience, based on a religious belief, or for medical reasons, including prior recovery from COVID-19; and

WHEREAS, through Chapter 161 of the Texas Health and Safety Code, as well as other laws including Chapters 38 and 51 of the Texas Education Code, the legislature has established its primary role over immunizations, and all immunization laws and regulations in Texas stem from the laws established by the legislature; and

WHEREAS, the legislature has taken care to provide exemptions that allow people to opt out of being forced to take a vaccine for reasons of conscience or medical reasons; and

WHEREAS, I am adding this issue to the agenda for the Third Called Session of the legislature that is currently convened so that the legislature has the opportunity to consider this issue through legislation; and

WHEREAS, I will rescind this executive order upon the effective date of such legislation;

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
4:30 PM O'CLOCK

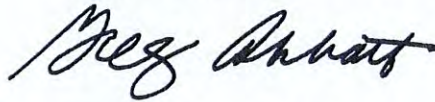
OCT 11 2021

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately:

1. No entity in Texas can compel receipt of a COVID-19 vaccine by any individual, including an employee or a consumer, who objects to such vaccination for any reason of personal conscience, based on a religious belief, or for medical reasons, including prior recovery from COVID-19. I hereby suspend all relevant statutes to the extent necessary to enforce this prohibition.
2. The maximum fine allowed under Section 418.173 of the Texas Government Code and the State's emergency management plan shall apply to any "failure to comply with" this executive order. Confinement in jail is not an available penalty for violating this executive order.
3. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.

This executive order does not supersede Executive Orders GA-13, GA-37, GA-38, or GA-39. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.

Given under my hand this the 11th  
day of October, 2021.



\_\_\_\_\_  
GREG ABBOTT  
Governor

ATTESTED BY:



\_\_\_\_\_  
JOE A. ESPARZA  
Deputy Secretary of State

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
4:30 PM O'CLOCK

OCT 11 2021



# CITY OF LAVON

## Agenda Brief

MEETING: October 19, 2021

ITEM: 8

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**Item:**

**DEPARTMENT REPORTS**

*The City Council may receive and discuss the reports.*

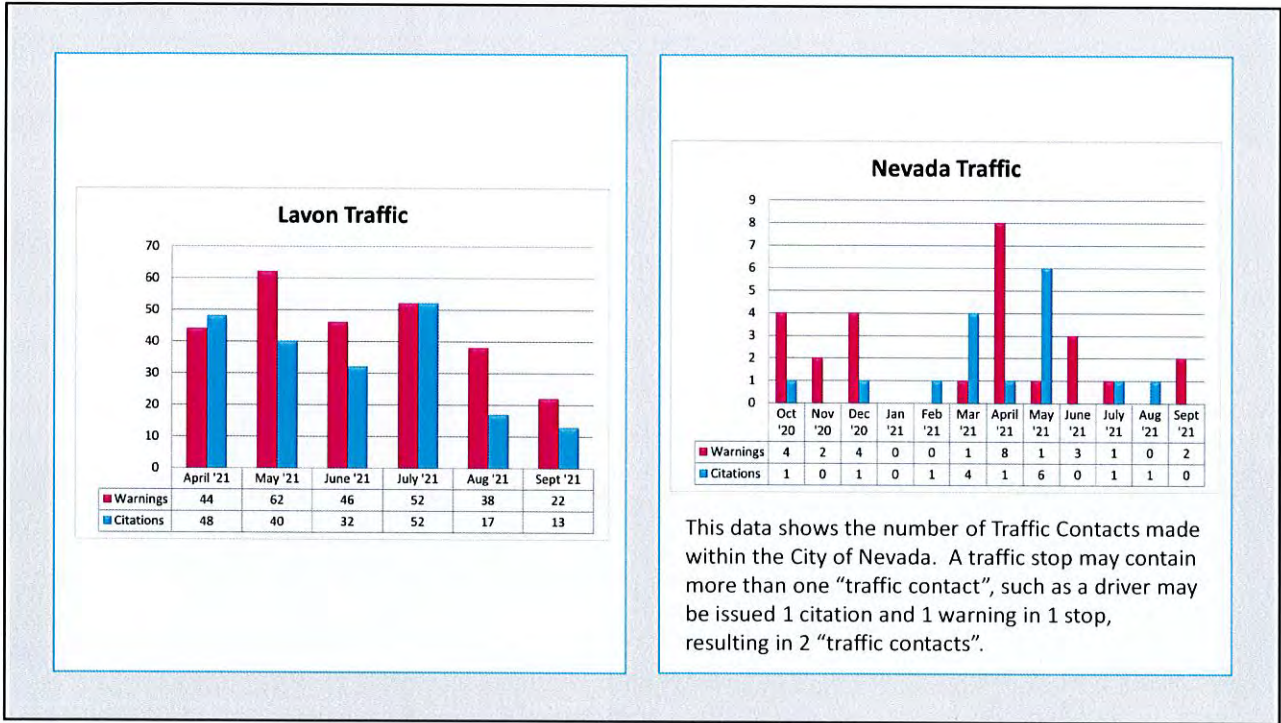
- A. Police Services – Service, activity, programs, and administration report.
- B. Fire Services – Service, activity, programs, and administration report.
- C. Public Works Services – Utilities, capital projects and public works, and street maintenance report.
- D. Administration Services – Building Permits; CWD Service; Collin County Tax Collection; Sales Tax; Financial Report and administration and staff reports.



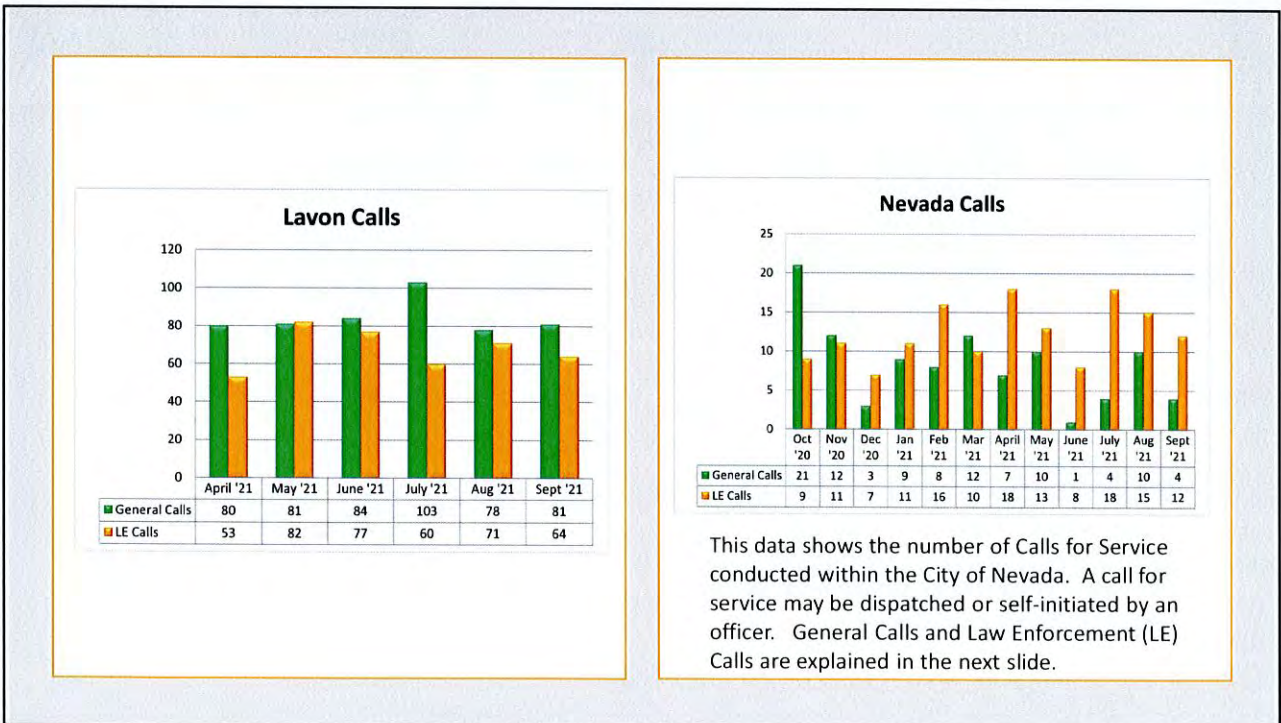
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## General Calls versus Law Enforcement Calls

General Calls – Typically a non-priority call that presents little to no danger to the responding officer and could be handled by another City Services department, County Services department or a professional in another field who is specially trained to handle certain types of situations.

*\* A law enforcement officer should always be available to anyone responding to these calls, should the situation escalate beyond the responding person's capability.*

Law Enforcement (LE) Calls – Typically a priority call that has the potential to present an increased amount of danger to the responding officer and/or the public. These calls are generally either crimes being committed, about to be committed, or have already been committed. They also generally include an offense report being taken.

In some instances, another City Services department, County Services department or a professional in another field who is specially trained to handle certain types of situations can be useful to assist, but should not respond alone to the initial call.

*\* Crimes that have been committed and are a delay in reporting or present a low amount of danger (walk in to the Police Department) could be handled by a desk officer or a member of the Police Volunteer Support Unit.*

5

## Traditionally General Calls

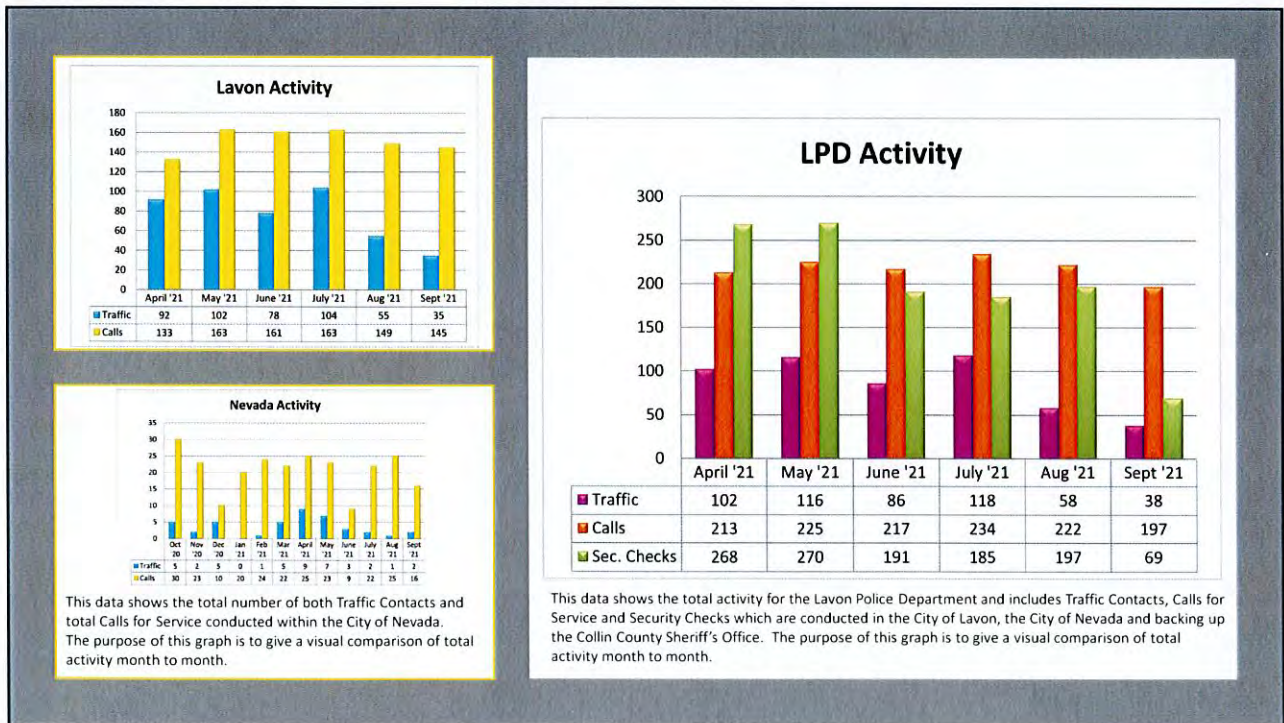
Abandoned Vehicle	Parking Complaint
Animal Problem – Animal Ordinance	Moving the Speed Trailer
Animal Problem – Other Animal Calls	Traffic Hazard
Fire Alarm	Welfare Check
Assist Other Agency (AOA) Fire	Civil Problem
Assist Other Agency (AOA) Medical	Juvenile Problem
Assist Citizen	Mental Health
Assist Motorist	Ordinance Violation
Construction Noise	Lost Property
Fireworks Complaint	Public Service
Loud Music	Traffic Control
Noise Complaint	Traffic Hazard

6

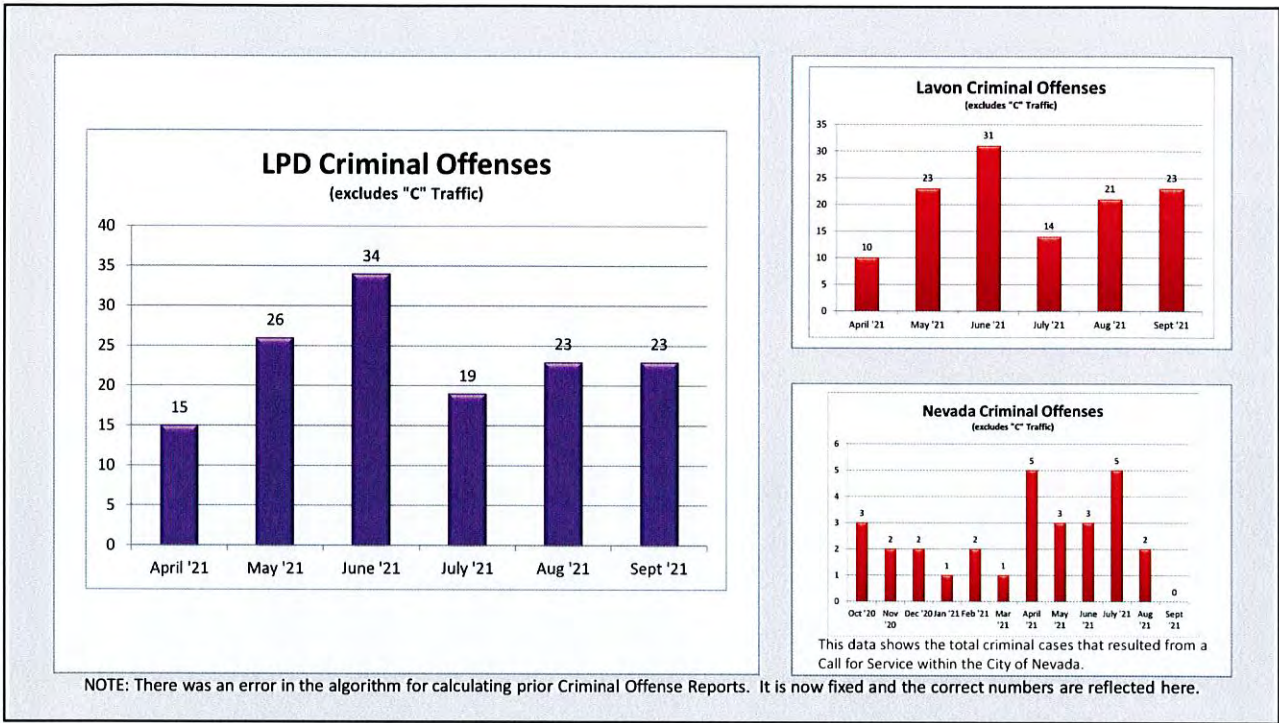
### Traditionally Law Enforcement Related Calls

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>911 Hang-up</li> <li>Burglary Alarm</li> <li>Other Alarm (Audible alarm heard in the area)</li> <li>Simple Assault</li> <li>Burglary</li> <li>Burglary, Forced Entry Non-residence</li> <li>Burglary, Forced Entry Residence</li> <li>Assist Other Agency (AOA) Law Enforcement (LE)</li> <li>Firearm Complaint</li> <li>Narcotic Investigation</li> <li>Non-Family Disturbance</li> <li>Unsecure Building</li> <li>Criminal Mischief</li> <li>Damaged Property, Vehicle</li> <li>Family Violence / Domestic Disturbance</li> </ul> | <ul style="list-style-type: none"> <li>Driving While Intoxicated</li> <li>Fraud, Illegal Use Credit Cards</li> <li>Fraud Impersonation</li> <li>Juvenile Problem – Curfew</li> <li>Juvenile Problem – Runaway</li> <li>Obstruct Police – False Police Report</li> <li>Sexual Assault – Strong Arm</li> <li>Suspicious Activity</li> <li>Suspicious Person</li> <li>Suspicious Vehicle</li> <li>Theft</li> <li>Traffic Accident</li> <li><i>(Injury, Private Property Damage, Vehicle Damage)</i></li> <li>Traffic Problem</li> <li><i>(Dangerous Driver, Reckless Driver, Traffic Offense)</i></li> </ul> |
|--|---|

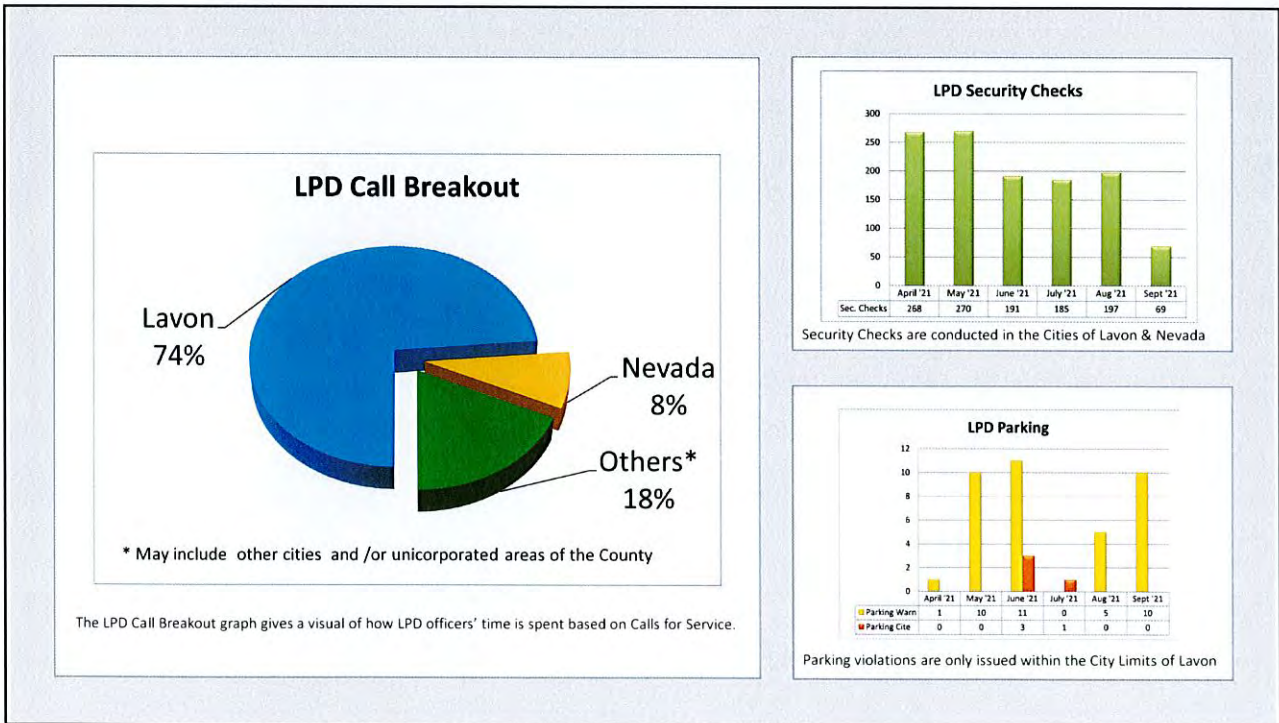
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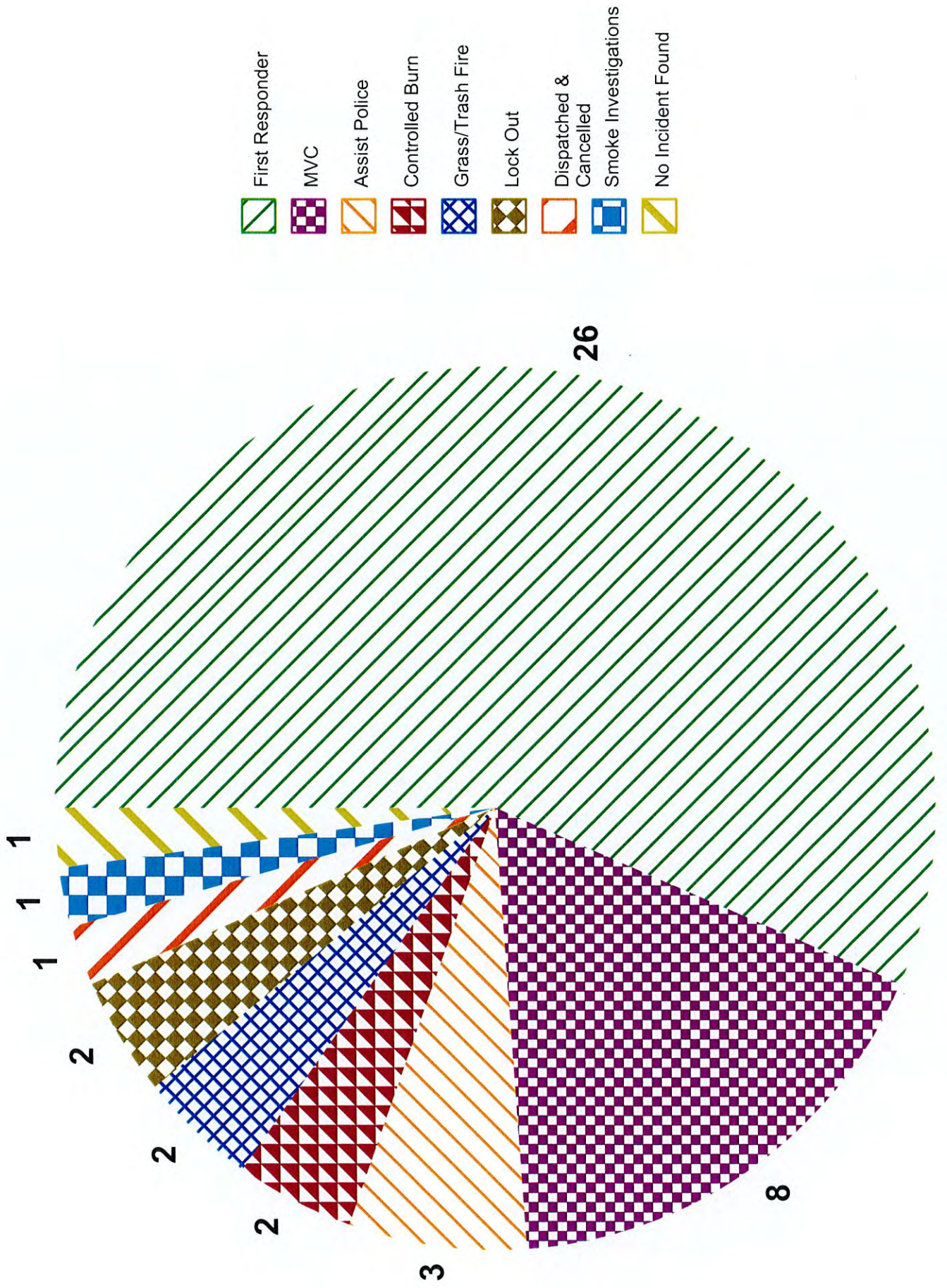


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10

# September 2021 Calls



46 Total Calls

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

PERMITS	September - 21	Calendar Year 2021		September - 20		Calendar Year 2020		Permit Valuations
	NUMBER	NUMBER	Permit Fee's	NUMBER	Permit Fee's	NUMBER	Permit Fee's	Permit Valuations
COMMERCIAL	20	40	\$24,535.00	1	\$4,594.00	25	\$4,594.00	
SINGLE FAMILY	8	279	\$893,824.43	28	\$388,461.14	110	\$388,461.14	
POOLS	1	7	\$2,800.00	0	\$800.00	2	\$800.00	
OTHERS	31	523	\$49,678.57	20	\$25,993.14	200	\$25,993.14	
<b>TOTAL</b>	<b>60</b>	<b>849</b>	<b>\$970,838.00</b>	<b>49</b>	<b>\$419,848.28</b>	<b>337</b>	<b>\$419,848.28</b>	
Total Yearly Permits								
September - September		687	\$889,908.50		\$525,730.28	420	\$525,730.28	



Community Waste Disposal.com  
Since 1984



# Community Waste Disposal Monthly Report to the City of Lavon

Nicole Roemer *Municipal Coordinator*





CommunityWasteDisposal.com  
Since 1984

# 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.

	Sep-2021	Aug-2021	Jul-2021	Jun-2021	May-2021	Apr-2021	Mar-2021	Feb-2021	Jan-2021	Dec-2020	Nov-2020	Oct-2020
<b>Homes</b>	1,790	1,751	1,720	1,692	1,619	1,619	1,521	1,521	1,510	1,510	1,510	1,475
<b>Resi Rcy Tonnage</b>	41.61	23.81	19.33	27.15	24.33	26.40	36.12	24.40	22.07	36.07	20.17	14.92
<b>Pounds / Home / Month</b>	46.49	27.20	22.48	32.09	30.06	32.61	47.50	32.08	29.23	47.77	26.72	20.23



# 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.

**\*\* February 2021 grievance data is unavailable due to reporting issues. \*\***

	Sep-2021	Aug-2021	Jul-2021	Jun-2021	May-2021	Apr-2021	Mar-2021	Feb-2021	Jan-2021	Dec-2020	Nov-2020	Oct-2020
Service Opportunities	15,501	15,163	14,895	14,652	14,020	14,020	13,171	0	13,076	13,076	13,076	12,773
Service Inquiries	9	13	25	9	5	9	2	0	3	4	2	2
Per 1,000 Service Opps	0.58	0.86	1.68	0.61	0.36	0.64	0.15	0.00	0.23	0.31	0.15	0.16



# 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 09/01/2021 - 09/30/2021

Date	Account	Address	Service Type	Service Code
09/01/2021	105627-678	537 GRANT LN		
09/01/2021	105627-680	319 ALAMO CT		
09/17/2021	105627-695	600 LAKERIDGE DR		
				<b>Total : 3</b>
09/02/2021	105627-056	609 AUSTIN LN	RESI-BULK	RESI R/L BULK
09/09/2021	105627-690	119 MORROW LN	RESI-BULK	RESI R/L BULK
				<b>Total RESI-BULK: 2</b>
09/03/2021	105627-684	342 COYOTE CREEK	RESI-RECYCLE	SERVICE RCYCART
09/08/2021	105627-682	318 CHASE CREEK DR	RESI-RECYCLE	SERVICE RCYCART
09/30/2021	105627-701	497 GRANT LN	RESI-RECYCLE	SERVICE RCYCART
				<b>Total RESI-RECYCLE: 3</b>
09/01/2021	105627-260	819 CORN SILK DR	RESI-TRASH	SERVICE TRASH CART
				<b>Total RESI-TRASH: 1</b>
				<b>Total Inquiries: 9</b>

**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**

**October 11, 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:**

**September 2021  
(167.63)**

**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  
 September 2021

City of Lavon #18

	Collections Month of September	Cumulative Total 10/1/20 thru 9/30/21	% of Collections
<b>Current Tax Year Collections</b>			
Base M&O	(85.67)	1,119,557.14	99.87%
Base I&S	(58.01)	758,011.78	
Late Rendition Penalty	0.00	101.00	
P&I M&O	0.00	1,899.24	
P&I I&S	0.00	1,280.39	
P&I I&S Bond			
Attorney Fee	0.00	602.77	
Other	0.00	0.00	
<b>Subtotal</b>	<b>(143.68)</b>	<b>1,881,452.32</b>	<b>100.07%</b>
<b>Delinquent Tax Years Collections</b>			
Base M&O	(13.97)	1,254.35	
Base I&S	(9.98)	1,038.11	
Late Rendition Penalty	0.00	0.00	
P&I M&O	0.00	664.27	
P&I I&S	0.00	546.09	
P&I I&S Bond			
Attorney Fee	0.00	818.93	
Other	0.00	0.00	
<b>Subtotal</b>	<b>(23.95)</b>	<b>4,321.75</b>	<b>0.23%</b>
<b>Combined Current &amp; Delinquent:</b>			
Base M&O	(99.64)	1,120,811.49	
Base I&S	(67.99)	759,049.89	
Late Rendition Penalty	0.00	101.00	
P&I M&O	0.00	2,563.51	
P&I I&S	0.00	1,826.48	
P&I I&S Bond			
Attorney Fee	0.00	1,421.70	
Other	0.00	0.00	
<b>Total Collections</b>	<b>(167.63)</b>	<b>1,885,774.07</b>	<b>100.30%</b>
<b>Original 2020 Tax Levy</b>		<b>1,880,093.82</b>	<b>100.00%</b>

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

Cumulative Comparative Collection Status Report  
 September 2021

City of Lavon #18

Current Tax Year Collections	Collections thru		Collections thru	
	September 2021	% Collections	September 2020	% Collections
Base M&O	1,877,568.92	99.87%	1,773,703.22	99.86%
Late Renditon Penalty	101.00		184.53	
P&I M&O	3,179.63		2,021.56	
Attorney Fee	602.77		484.01	
Other	0.00		0.00	
<b>Subtotal</b>	<b>1,881,452.32</b>	<b>100.07%</b>	<b>1,776,393.32</b>	<b>100.01%</b>
<b>Delinquent Tax Years Collections</b>				
Base M&O	2,292.48		5,082.75	
Late Renditon Penalty	0.00		0.00	
P&I M&O	1,210.36		1,732.24	
Attorney Fee	818.93		778.22	
Other Fees	0.00		0.00	
<b>Subtotal</b>	<b>4,321.75</b>	<b>0.23%</b>	<b>7,593.21</b>	<b>0.43%</b>
<b>Combined Current &amp; Delinquent:</b>				
Base M&O	1,879,861.38		1,778,785.97	
P&I M&O	4,389.99		3,753.80	
Late Rendition Penalty	101.00		184.53	
Attorney Fee	1,421.70		1,282.23	
Other	0.00		0.00	
<b>Total Collections</b>	<b>1,885,774.07</b>	<b>100.30%</b>	<b>1,783,986.53</b>	<b>100.44%</b>
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  
 September 2021

City of Lavon #18

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 8/31/21	2,023.24	5,035.13
Base M&O Collections	(143.68)	(23.95)
Supplement/Adjustments	(23.95)	(23.95)
Write-Off	0.00	0.00
Remaining Levy as of 9/30/21	<u>2,142.97</u>	<u>5,035.13</u>
Cumulative (From 10/01/20 thru 9/30/21)		
Original 2020 Tax Levy (as of 10/01/20)	1,860,093.82	8,314.01
Base M&O Collections	1,877,568.92	2,292.46
Supplement/Adjustments	(381.93)	(986.42)
Write-Off	0.00	0.00
Remaining Levy as of 9/30/21	<u>2,142.97</u>	<u>5,035.13</u>

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

Monthly Distribution Report  
 September 2021

City of Lavon #18

	Distribution Month of September	Distribution 10/1/20 thru 9/30/21
Weekly Remittances:		
Week Ending 9/3/21	0.00	168,543.18
Week Ending 9/10/21	0.00	219,458.01
Week Ending 9/17/21	0.00	287,332.51
Week Ending 9/24/21	0.00	201,311.40
Week Ending 9/30/21	0.00	1,007,752.44
Total Weekly Remittances	<u>0.00</u>	<u>1,884,397.54</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	1,421.70
Entity Collection Fee	0.00	0.00
Judgement Interest	0.00	0.00
5% CAD Rendition Penalty	0.00	5.05
Total Disbursements	<u>0.00</u>	<u>1,885,941.70</u>
Carryover to Next Month	(167.63)	(167.63)

## 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](#)

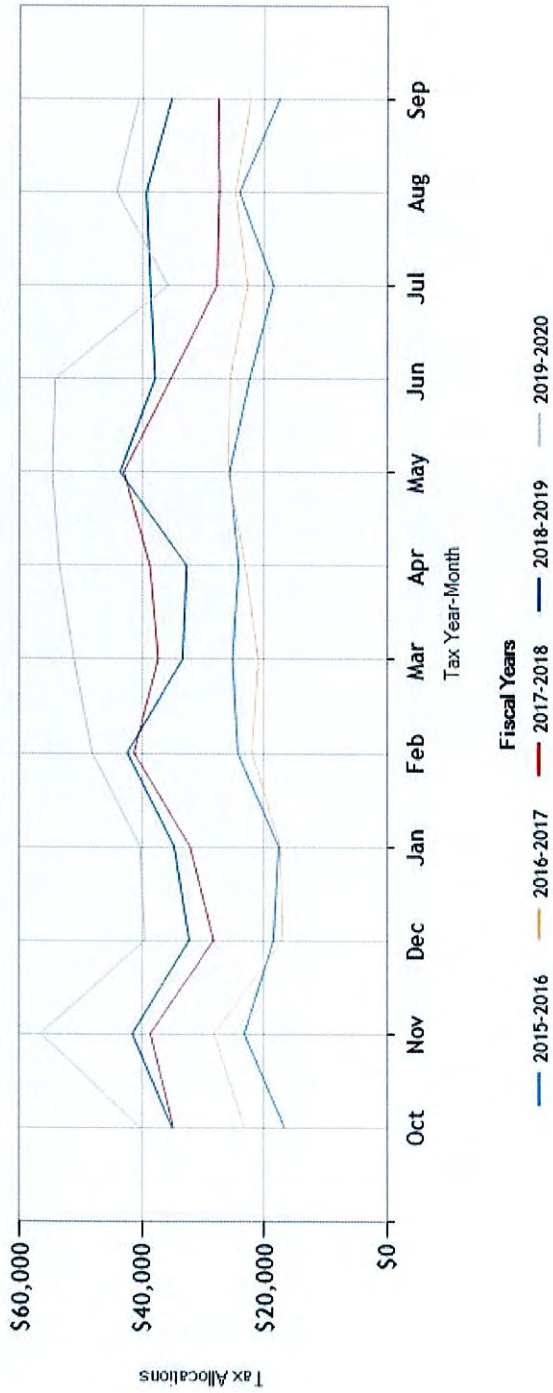
[Download to Excel](#)

### By Calendar Year

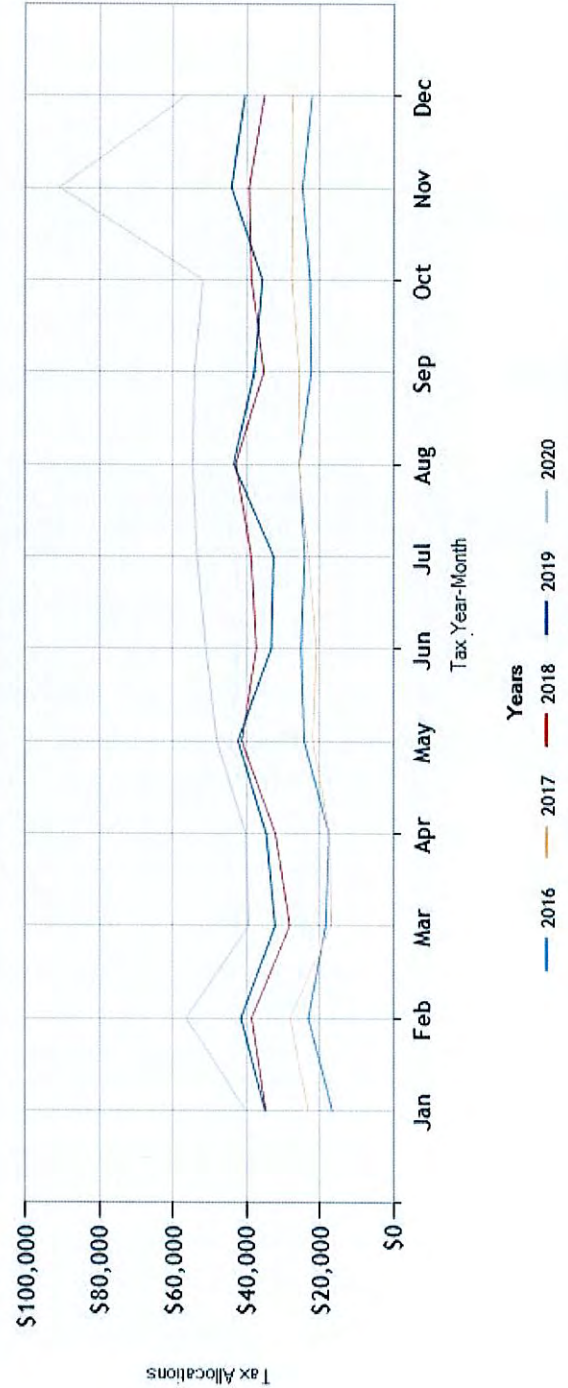
Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
2021	\$58,898	\$80,039	\$56,878	\$48,350	\$69,834	\$70,944	\$63,068	\$73,676	\$68,987	\$75,699	\$0	\$0	\$666,373
2020	\$40,349	\$56,602	\$39,533	\$40,351	\$48,207	\$51,191	\$53,631	\$54,745	\$54,314	\$52,096	\$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

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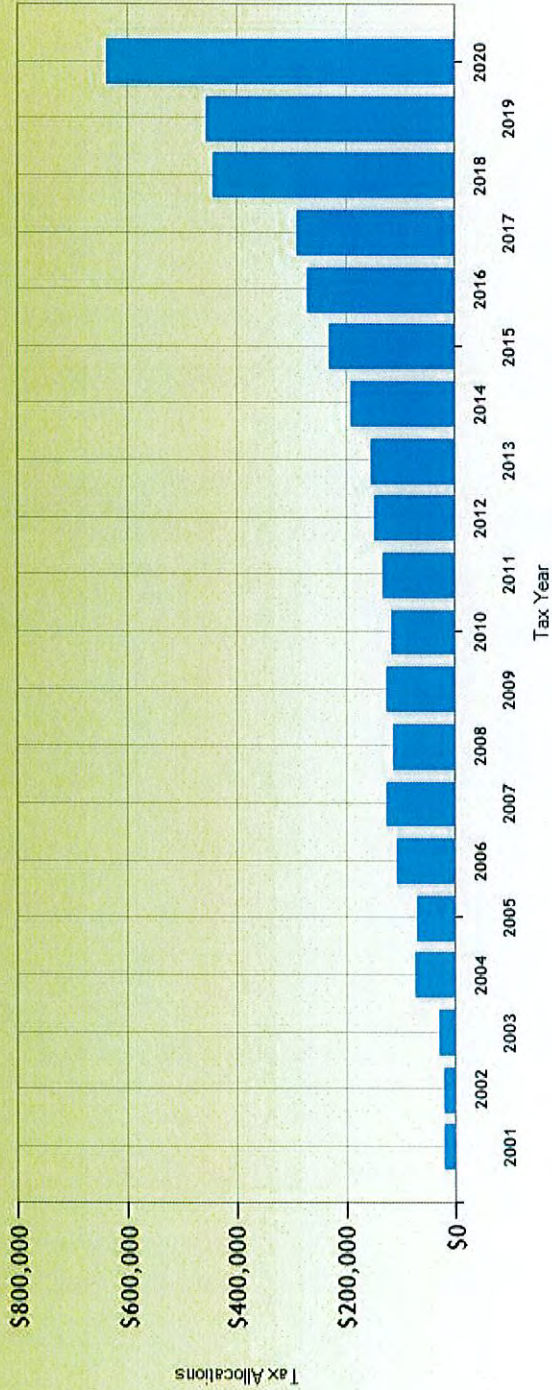
Monthly - Sales Tax Allocations - By Fiscal Year 10/01 - 09/30



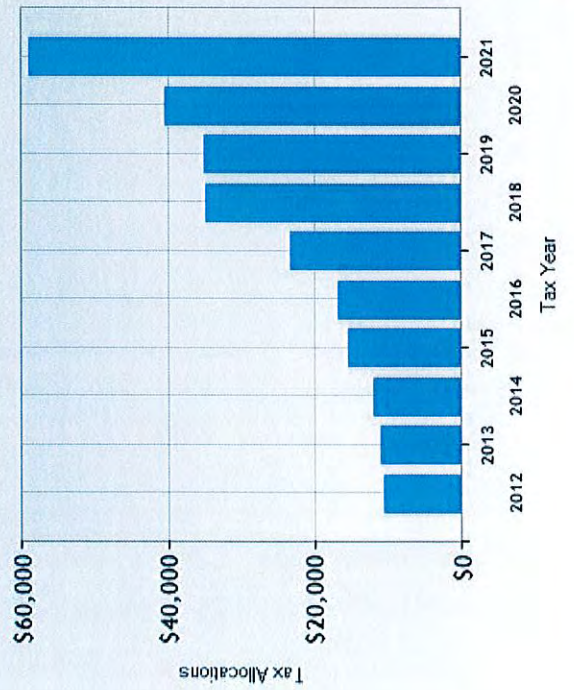
Monthly - Sales Tax Allocations - By Calendar Year



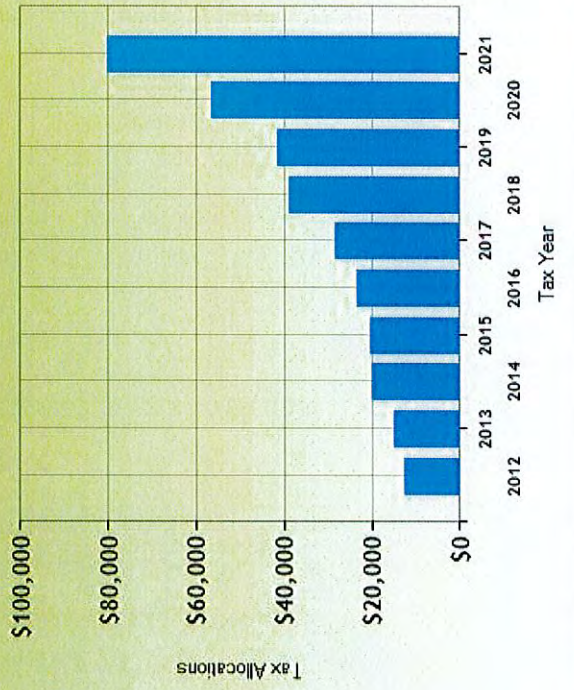
Yearly - Sales Tax Allocations - Past 20 Years

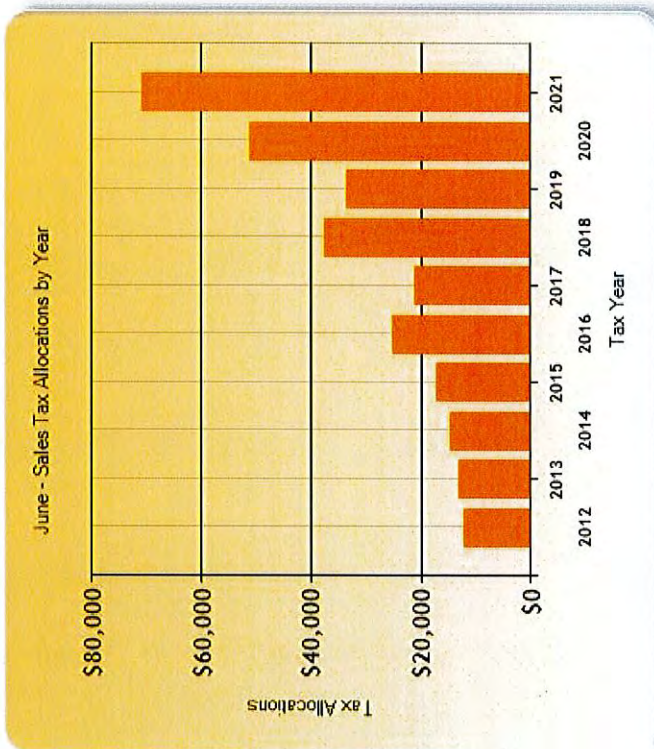
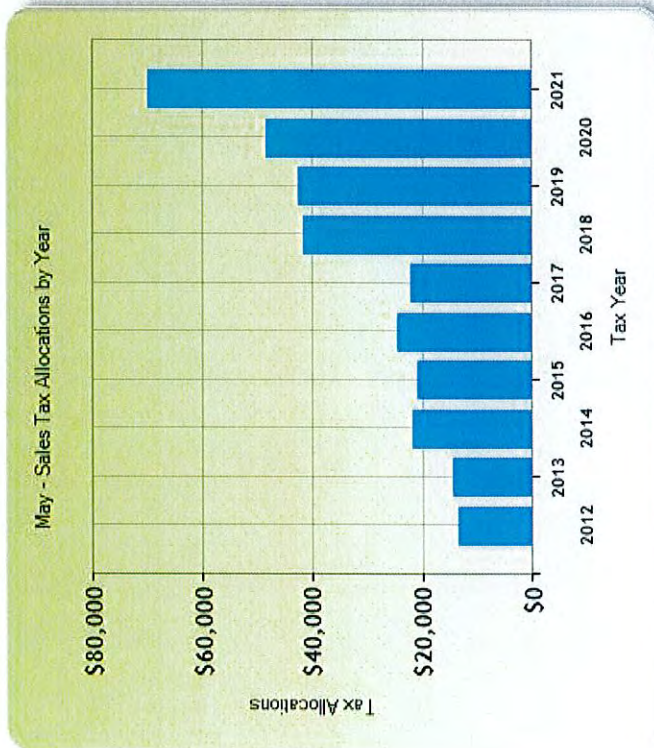
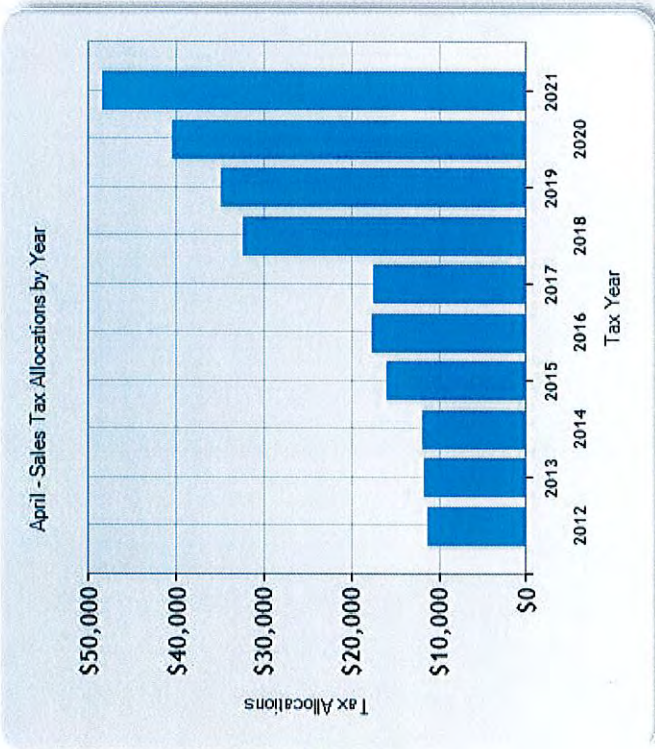
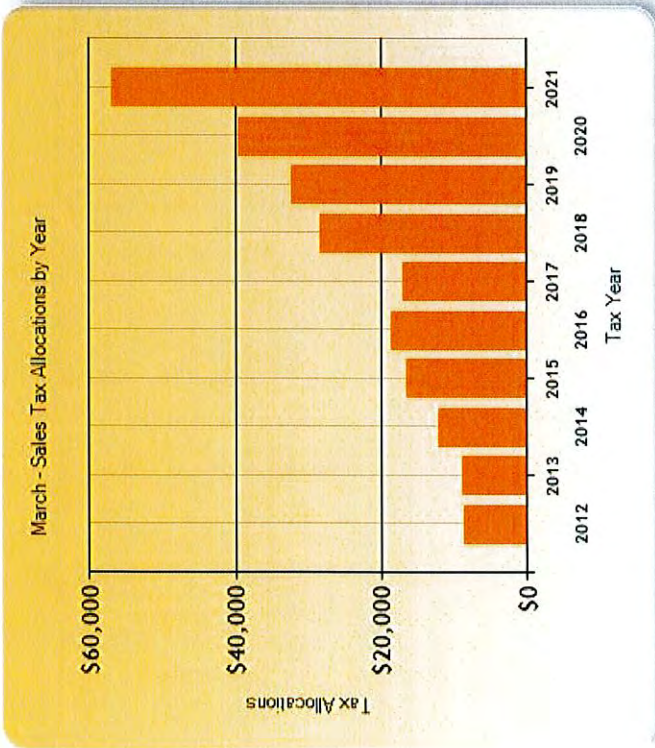


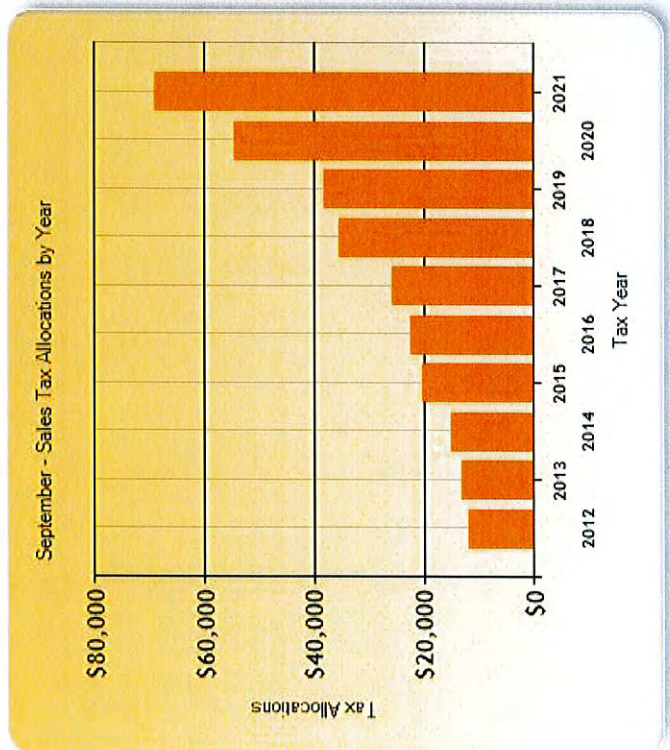
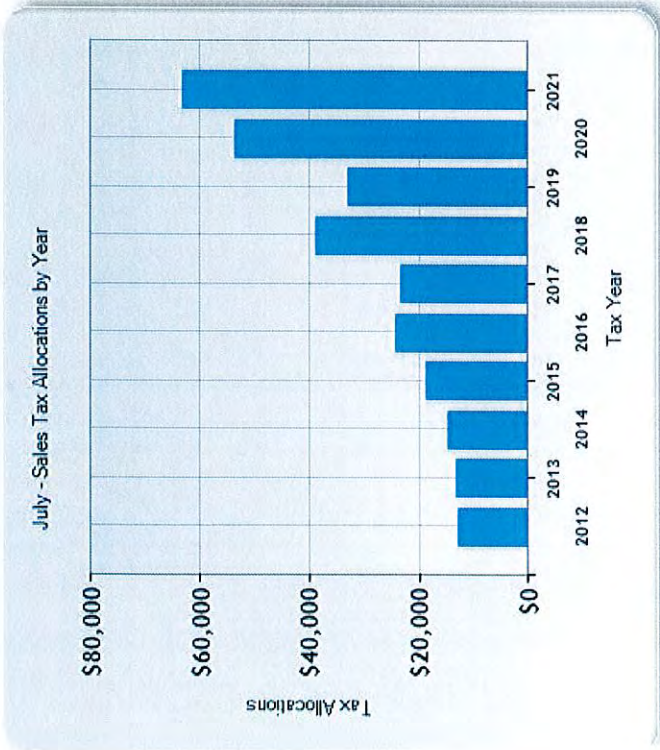
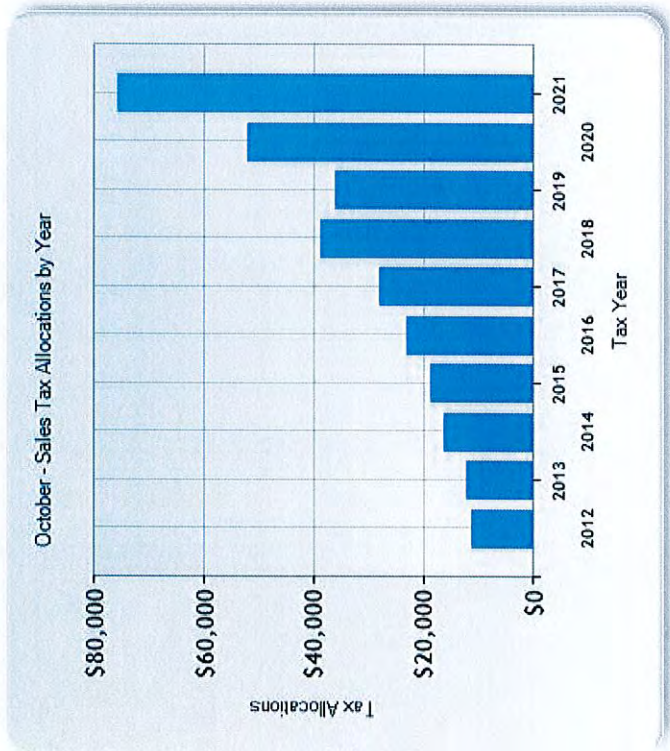
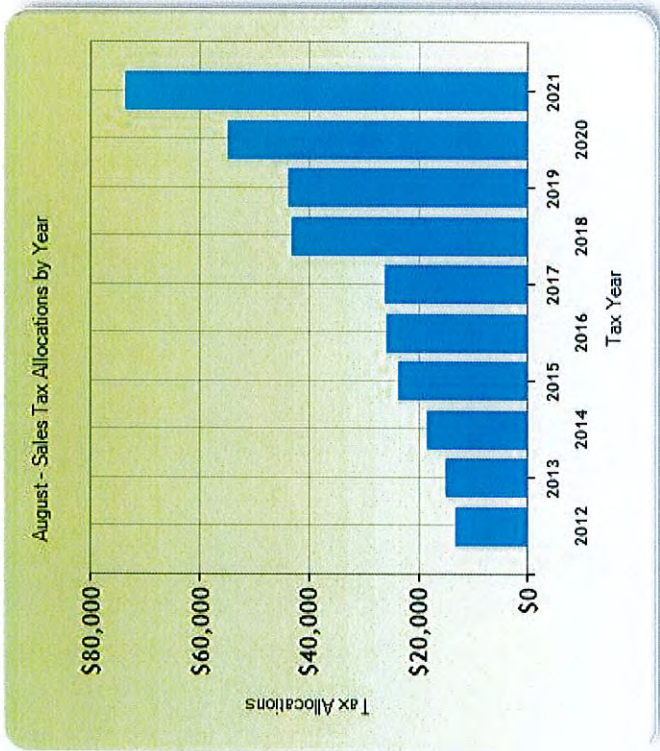
January - Sales Tax Allocations by Year

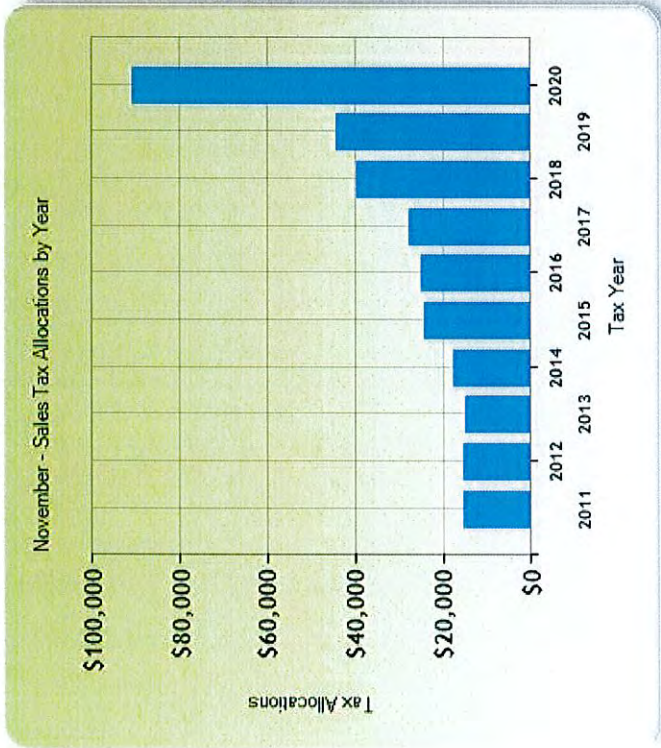
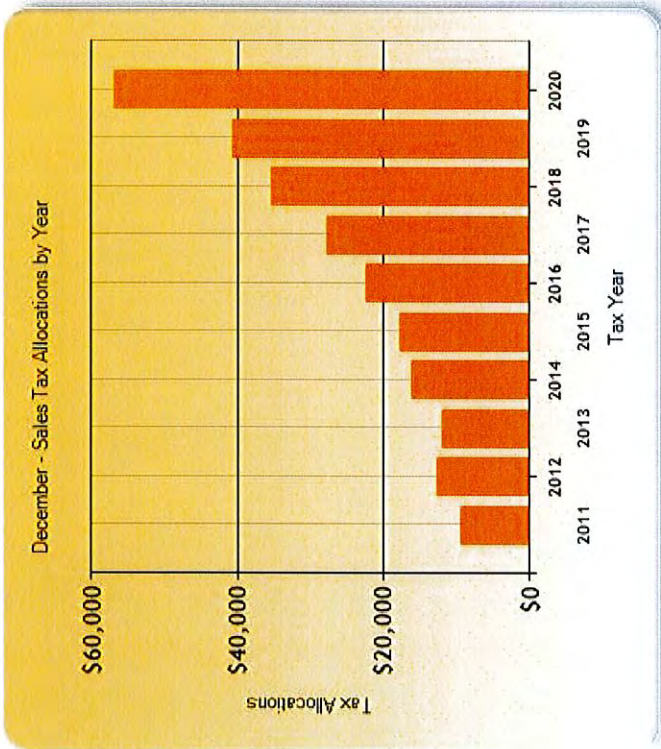


February - Sales Tax Allocations by Year









**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2021**

100.00%

GENERAL FUND	ADOPTED / AMENDED 2020-21	YTD	REMAINING BUDGET	% of BUDGET
<b>SOURCE OF FUNDS</b>				
Estimated Beginning Resources	1,140,490	1,131,131	-	99.18%
<b>REVENUE - CURRENT</b>				
<b>Taxes</b>				
10-00-4200 Property Tax	1,111,703	1,126,101	(14,398)	101.30%
10-00-4205 Franchise	160,000	149,301	10,699	93.31%
10-00-4206 Sales & Use Tax	390,000	395,263	(5,263)	101.35%
10-00-4208 Penalty & Interest	900	-	900	0.00%
10-00-4209 Ad Valorem Delinquent Taxes	1,000	-	1,000	0.00%
<b>Total Taxes</b>	<b>1,663,603</b>	<b>1,670,665</b>	<b>(7,062)</b>	<b>100.42%</b>
<b>Transfers to Reimburse GF</b>				
10-00-4850 Miscellaneous (CARES Funding)	189,208	189,208	(0)	100.00%
10-00-4900 Solid Waste for admin svc	172,000	128,997	43,003	75.00%
10-00-4901 Sewer for admin svc	100,000	74,997	25,003	75.00%
10-00-4903 Public Safety Radios	-	-	-	0.00%
10-00-4906 Transfer from CIP - Prof Services	49,500	-	49,500	0.00%
10-00-4907 Transfer from Sewer for I&S	300,000	130,000	170,000	43.33%
<b>Total Transfers</b>	<b>810,708</b>	<b>523,202</b>	<b>287,506</b>	<b>64.54%</b>
<b>Municipal Court</b>				
10-00-4501 Court Fees	3,500	1,274	2,226	36.40%
<b>Total Municipal Court</b>	<b>3,500</b>	<b>1,274</b>	<b>2,226</b>	<b>36.40%</b>
<b>Administration</b>				
10-00-4004 Administrative Fee	35,000	52,926	(17,926)	151.22%
10-00-4010 Banking Interest	15,000	20,387	(5,387)	135.91%
10-00-4122 Utility Late Fees	20,000	25,671	-	128.36%
10-00-4700 Comm Ctr/Pav Rent Fees	2,500	40	2,460	1.60%
<b>Total Administration</b>	<b>72,500</b>	<b>99,024</b>	<b>(26,524)</b>	<b>136.59%</b>
<b>Operations</b>				
10-00-4324 Land Use Application Fees	44,000	70,915	(26,915)	161.17%
10-00-4325 Food Serv Insp Permits	6,500	3,545	2,955	54.54%
10-00-4326 General Permit Fees	235,000	225,566	9,434	95.99%
10-00-4327 Bldg Permit Fees	1,230,000	1,316,605	(86,605)	107.04%
10-00-4328 OSSF Permit Fees	500	800	(300)	160.00%
10-00-4329 Infrastructure Inspection Fees	332,452	431,418	(98,966)	129.77%
10-00-4332 Building Rent - LEDC	6,000	6,000	-	100.00%
10-00-4503 PD Fines/Fees	40,000	45,161	(5,161)	112.90%
10-00-4504 PD Warrant Fines / Fees	7,500	1,438	6,062	19.17%
10-00-4507 PD Services Contract	150,000	150,000	-	100.00%
10-00-4509 FD Services Contract	23,000	26,618	(3,618)	115.73%
10-00-4575 PW Services	1,200	-	1,200	0.00%
10-00-4800 Sale of Property	350	45	305	12.86%
<b>Total Operations</b>	<b>2,076,502</b>	<b>2,278,111</b>	<b>(201,609)</b>	<b>109.71%</b>
<b>Total General Fund Revenues</b>	<b>4,626,813</b>	<b>4,572,276</b>	<b>54,537</b>	<b>98.82%</b>
<b>Total Source of Funds</b>	<b>5,767,303</b>	<b>5,703,407</b>	<b>63,896</b>	<b>98.89%</b>

**EXPENDITURES**

**Municipal Court Services**

10-24-5005 Credit Card Fees	1,250	701	549	56%
10-24-5010 Jury Panel	250	-	250	0%
10-25-5016 Judge / Prosecutor Contract Labor	7,000	7,463	(463)	107%
10-24-5400 Postal Fees	500	269	231	54%
10-24-5800 Training	1,000	480	520	48%
10-24-6250 Office Supplies	1,500	983	517	66%
10-25-5000 Payroll	62,630	60,213	2,417	96%
10-25-6007 Health Insurance	8,250	8,784	(534)	106%
10-25-8501 FICA & Medicare	4,791	4,606	185	96%
10-25-8502 Retirement	4,716	3,920	796	83%
10-25-8503 TWC	1,120	449	671	40%

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2021**

100.00%

GENERAL FUND	ADOPTED / AMENDED 2020-21	YTD	REMAINING BUDGET	% of BUDGET
<b>Total Municipal Court</b>	91,887	87,869	5,139	96%
<b>Administration Services</b>				
10-21-6010 Adv. Notices & Pubs	8,000	8,439	(439)	105%
10-21-6014 Building Supplies	2,000	1,121	879	56%
10-21-6020 Cell Phone	500	494	6	99%
10-21-6060 Computer (Srvr/Sftwr)	19,500	17,006	2,494	87%
10-21-6065 Council Supplies	2,500	659	1,841	26%
10-21-6070 Cleaning	7,500	4,914	2,586	66%
10-21-6080 CPA	1,000	563	438	56%
10-21-6100 Dues & Fees	5,200	3,846	1,354	74%
10-21-6101 Elections	7,500	5,332	2,168	71%
10-21-6103 Health Insurance	33,000	30,744	2,256	93%
10-21-6104 Community Events	6,000	1,100	4,900	18%
10-21-6250 Office Supplies	3,000	3,105	(105)	103%
10-21-6251 Drinking Water All Depts	1,000	503	497	50%
10-21-6252 Office Furniture	750	581	169	78%
10-21-6253 Office Equipment	4,500	1,586	2,914	35%
10-21-6264 Sales Tax Rebate	15,394	15,394	0	100%
10-00-5000 Payroll - Admin Staff	280,945	283,471	(2,526)	101%
10-00-8501 FICA & Medicare	21,492	21,571	(79)	100%
10-00-8502 Retirement	21,155	21,329	(174)	101%
10-00-8503 TWC	5,337	1,301		
10-21-6304 Comm Events Monitors	4,000	111	3,889	3%
10-21-6400 Postal Fees	250	163	87	65%
10-21-6500 Software/Website	1,000	142	858	14%
10-21-6800 Training	7,500	5,961	1,539	79%
10-21-6802 Staff Development	3,000	914	2,086	30%
10-21-7000 Electric	5,000	5,301	(301)	106%
10-21-7002 Natural Gas	4,500	3,955	545	88%
10-21-7003 Telephone	4,500	3,113	1,387	69%
10-21-7004 Water	1,000	756	244	76%
10-21-8419 Mileage & Meals	1,500	499	1,001	33%
<b>Total Administration Operations</b>	478,523	443,971	30,516	93%
<b>Admin Capital Outlay</b>				
10-29-8150 City Hall improvements	1,500	27	1,473	2%
<b>Total Admin Capital Outlay</b>	1,500	27	1,473	2%
<b>Total Admin Services</b>	480,023	443,999	36,025	92%
<b>Fire Services</b>				
10-25-7002 Storm Siren and Maint	1,000	-	1,000	0%
10-48-5002 Asset Tags/Metal	300	-	300	0%
10-48-5604 Postage - FD	75	-	75	0%
10-48-6002 Equipment Maint Rep	4,500	5,944	(1,444)	132%
10-48-6003 Internet/Wifi - FD	2,000	2,422	(422)	121%
10-48-6005 NFPA Pump/Ladder Test	2,750	2,142	608	78%
10-48-5000 Payroll	68,090	69,777	(1,687)	102%
10-48-8501 FICA & Medicare	5,209	5,338	(129)	102%
10-48-8502 Retirement	5,127	5,260	(132)	103%
10-48-6007 Health Insurance	8,250	8,784	(534)	106%
10-48-6008 PT Personnel Stipend	37,500	33,000	4,500	88%
10-48-6011 Office Supplies - FD	2,000	964	1,036	48%
10-48-6012 Travel/ Conf / Meals	8,000	8,436	(436)	105%
10-48-6102 Dues & Fees	4,000	2,827	1,173	71%
10-48-6145 Medical Services	-	34	(34)	0%
10-48-6160 Mobile Technology	1,500	1,678	(178)	112%
10-48-6200 Safety/Fire Equipment	30,000	25,191	4,809	84%
10-48-6201 Fire Hose	1,000	-	1,000	0%
10-48-7000 Electric	8,000	5,555	2,445	69%
10-48-7002 Natural Gas	2,000	1,494	506	75%
10-48-7004 Water	2,500	1,923	577	77%
10-48-7006 PPE/ Bunker Gear & Maint	15,000	10,525	4,475	70%
10-48-7009 Apparatus Maintenance	30,000	22,516	7,484	75%

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2021**

100.00%

GENERAL FUND		ADOPTED / AMENDED 2020-21	YTD	REMAINING BUDGET	% of BUDGET
10-48-7010	ALS Med Supplies	2,000	1,112	888	56%
10-48-7011	EOC Fire Alarm Mon	1,000	460	540	46%
10-48-7014	Comp/IT Items/Printer	3,708	3,708	-	100%
10-48-7024	Graphics/Uniforms	5,000	3,456	1,544	69%
10-48-7030	Fuel	5,000	6,093	(1,093)	122%
10-48-7031	Cleaning FD	1,800	468	1,332	26%
10-48-8503	TWC	1,294			
	<b>Total Fire Operations</b>	<b>258,603</b>	<b>229,107</b>	<b>28,202</b>	<b>89%</b>
	<b>Fire Capital Outlay</b>				
10-48-6550	FD-EOC-PD Signage	2,500	365	2,135	15%
10-48-7035	Fire Marshal SUV fy21	13,583	13,583	(0)	100%
10-48-7036	FD furn and EOC tech	14,000	11,913	2,087	85%
10-48-7037	Shared UTV	34,438	32,392	2,046	94%
10-48-8118	Fire Radios	39,337	34,438	4,899	88%
	<b>Total Fire Capital Outlay</b>	<b>103,858</b>	<b>92,692</b>	<b>9,031</b>	<b>89%</b>
	<b>Total Fire Services</b>	<b>362,461</b>	<b>321,799</b>	<b>37,234</b>	<b>89%</b>
	<b>Police Services</b>				
10-29-6015	Audio Visual	2,500	1,005	1,495	40%
10-29-6018	Protective Gear	1,500	3,737	(2,237)	249%
10-29-6050	Child Abuse Interlocal	1,500	1,500	-	100%
10-29-6055	Cleaning	5,000	4,175	825	84%
10-29-6061	Computers	13,000	11,755	1,245	90%
10-29-6070	Crime Prevention	2,500	938	1,562	38%
10-29-6071	Database Services	2,500	1,625	875	65%
10-29-6072	Dispatch	54,413	51,400	3,013	94%
10-29-6102	Dues & Fees	700	790	(90)	113%
10-29-6103	Explorer Post Program	2,000	648	1,352	32%
10-29-6140	Emergency Equipment	5,000	4,722	278	94%
10-29-6143	Health Insurance	99,000	101,016	(2,016)	102%
10-29-6145	Medical Services	-	550	(550)	0%
10-29-6146	Travel / Meals	500	508	(8)	102%
10-29-6150	Inmate Boarding	2,500	1,500	1,000	60%
10-29-6160	Mobile Technology	14,000	11,251	2,749	80%
10-29-6253	Office Supplies	3,000	2,837	163	95%
10-29-6254	Patrol Rifle / Firearms	10,800	10,784	16	100%
10-29-6350	Police Equipment Mtnc.	2,500	1,007	1,493	40%
10-29-6351	Office Equipment	4,250	5,056	(806)	119%
10-29-6400	Postal Fees	750	463	287	62%
10-29-6401	Radio Maintenance	1,500	138	1,363	9%
10-29-6403	Report Mgt System	7,000	5,100	1,900	73%
10-29-6500	Software	3,000	1,358	1,642	45%
10-29-6502	Tazers (3)	5,000	4,680	320	94%
10-29-6550	TLETS Management	10,000	9,600	400	96%
10-29-6751	Operational Supplies	6,500	5,486	1,014	84%
10-29-6800	Training	5,000	1,198	3,802	24%
10-29-6850	Uniform	5,500	4,434	1,066	81%
10-29-6900	Vehicle Cleaning	1,000	480	520	48%
10-29-6903	Vehicle Fuel	23,000	22,000	1,000	96%
10-29-6904	Vehicle Mtnc.	15,000	12,718	2,282	85%
10-29-6950	Vests	4,000	-	4,000	0%
10-29-7025	Electric	5,500	4,493	1,007	82%
10-29-7027	Telephone	6,000	7,393	(1,393)	123%
10-29-7028	Water	800	502	298	63%
10-45-5000	Payroll	711,601	577,106	134,495	81%
10-45-8501	FICA & Medicare	54,437	44,149	10,289	81%
10-45-8502	Retirement	53,584	43,382	10,201	81%
10-45-6017	Body Cams and video storage	15,000	11,385	3,615	76%
10-45-8503	TWC	12,900			
10-50-8305	Law Enforcement Liability	7,900	6,537	1,363	83%
	<b>Total Police Operations</b>	<b>1,182,135</b>	<b>979,405</b>	<b>189,830</b>	<b>83%</b>
	<b>Police Capital Outlay</b>				

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2021**

100.00%

GENERAL FUND		ADOPTED / AMENDED 2020-21	YTD	REMAINING BUDGET	% of BUDGET
10-29-7509	Police remodel	6,800	6,800	-	100%
10-29-7515	Police Vehicles Total	184,499	64,499	120,000	35%
10-45-8109	Police Radios	77,450	74,064	3,386	96%
	<b>Total Police Capital Outlay</b>	<b>268,749</b>	<b>145,363</b>	<b>123,386</b>	<b>54%</b>
	<b>Total Police Services</b>	<b>1,450,884</b>	<b>1,124,768</b>	<b>326,116</b>	<b>78%</b>
<b>Public Works Services</b>					
10-40-5000	Payroll	136,050	132,458	3,592	97%
10-40-5999	Computer/Comp Equip	1,000	-	1,000	0%
10-40-6022	Cell Phone	2,400	2,469	(69)	103%
10-40-6024	Meals & Travel	1,000	771	229	77%
10-40-6025	MS4 Supplies	1,000	100	900	10%
10-40-6026	PW Office Supplies	500	1,082	(582)	216%
10-40-6027	Postage	500	-	500	0%
10-40-6104	Code Enforcement	10,000	-	10,000	0%
10-40-6105	Food Service Inspector	5,000	3,527	1,473	71%
10-40-6155	Grounds Mtn	17,000	13,886	3,114	82%
10-40-6156	Heavy Equipment Mtn	10,000	38	9,962	0%
10-40-6260	Health Insurance	24,750	24,156	594	98%
10-40-6550	Signage	9,600	5,511	4,089	57%
10-40-6700	State OSSF Fees	300	-	300	0%
10-40-6701	Street Lights	56,000	53,536	2,464	96%
10-40-6703	Street Repair/Maint	10,000	9,850	150	99%
10-40-6749	Mosquito Spraying	12,000	9,620	2,380	80%
10-40-6750	Tools	3,500	1,723	1,777	49%
10-40-6751	Operational Supplies	3,000	719	2,281	24%
10-40-6800	Training	3,000	481	2,520	16%
10-40-6850	Uniform	4,100	2,303	1,797	56%
10-40-6905	Vehicle Fuel	7,000	5,879	1,121	84%
10-40-6906	Vehicle Mtn.	7,500	898	6,602	12%
10-40-7004	Water	500	353	147	0%
10-40-7512	Lightbars	6,000	-	6,000	0%
10-40-8501	FICA & Medicare	10,408	10,122	286	97%
10-40-8502	Retirement	10,612	9,985	627	94%
10-40-8503	TWC	2,538	1,071	1,467	0%
	<b>Total Public Works Operations</b>	<b>355,258</b>	<b>290,538</b>	<b>64,720</b>	<b>82%</b>
	<b>Public Works Capital Outlay</b>				
10-40-6352	50-8022 PW Heavy Equip	282,144	43,192	238,952	15%
10-40-6910	PW Truck	9,464	2,365	7,099	25%
10-40-7511	Mower-Batwing fy19	-	-	-	0%
10-40-8023	CIP Project Reserve	1,015	1,675	(660)	0%
10-40-8114	PW Bldg & Equip Shelter	500	-	500	0%
10-50-8015	Tractor (2016) fy21	8,685	7,904	780	91%
	<b>Total Capital Outlay</b>	<b>301,808</b>	<b>55,136</b>	<b>246,672</b>	<b>18%</b>
	<b>Total Public Works Services</b>	<b>657,066</b>	<b>345,674</b>	<b>311,392</b>	<b>53%</b>
<b>Facilities - Multi-Department</b>					
10-40-6907	Bldg Mtn - PW	2,500	-	2,500	0%
10-40-8116	Demolition - Forder	16,000	-	16,000	0%
10-50-8011	Copier Mtn Contract	7,750	5,326	2,424	69%
10-50-8012	Office Mach Contract	5,000	3,695	1,306	74%
10-50-8100	Bldg Mtn. - City Hall	20,000	4,408	15,592	22%
10-50-8101	Bldg Mtn - PD/FD	7,500	6,206	1,294	83%
10-50-8151	Parks Improvements	30,000	-	30,000	0%
	<b>Total Facilities</b>	<b>88,750</b>	<b>19,634</b>	<b>39,116</b>	<b>22%</b>
<b>Insurance</b>					
10-50-8300	Auto Liability	6,448	6,245	203	97%
10-50-8301	Auto Phys. Damage	4,382	4,096	286	93%
10-50-8302	Errors & Omissions	2,100	1,469	631	70%
10-50-8303	General Liability	1,100	736	364	67%
10-50-8306	Mobile Equipment	839	731	108	87%
10-50-8307	Real & Personal Property	16,000	13,060	2,940	82%
10-50-8308	Workers Compensation	30,000	24,026	5,974	80%

**CITY OF LAVON**  
**REVENUE AND EXPENSE REPORT**  
**AS OF SEPTEMBER 30, 2021**

100.00%

GENERAL FUND	ADOPTED / AMENDED 2020-21	YTD	REMAINING BUDGET	% of BUDGET
<b>Total Insurance</b>	60,870	50,363	10,507	83%
<b>Outsourcing</b>				
10-40-6051 Building Inspection & Plan Review	220,000	208,344	11,656	95%
10-50-8400 Ambulance Service	13,000	13,327	(327)	103%
10-50-8401 Animal Control	6,250	6,250	-	100%
10-50-8402 Auditor	12,500	12,500	-	100%
10-50-8403 Central Appr District	12,570	12,570	-	100%
10-50-8404 City Attorney	40,000	20,292	19,708	51%
10-50-8405 City Engineer	30,000	27,673	2,328	92%
10-50-8406 Fidelity Bonding	200	194	6	97%
10-50-8407 Information Tech	26,000	19,976	6,024	77%
10-50-8408 Tax Assessor/Collector	2,500	1,415	1,086	57%
10-50-8409 TIFF Administration	-	-	-	0%
10-50-8410 Shredding Services	2,000	1,555	445	78%
10-50-8411 MS4 Execution	10,000	761	9,239	8%
10-50-8412 Consulting/Prof Serv	65,000	59,995	5,005	92%
10-50-8413 Codification	5,058	5,453	(395)	108%
10-50-8414 Drainage / Prelim Eng	10,000	-	10,000	0%
10-50-8417 Infrastructure Inspection	175,000	131,020	43,980	75%
10-50-8418 Fire Inspection Services	5,000	2,835	2,165	57%
<b>Total Outsourcing</b>	635,078	524,158	110,920	83%
<b>Total General Fund Expenditures</b>	3,827,019	2,918,262	876,448	76%
<b>ENDING RESOURCES (Net)</b>	1,940,284	2,785,145		
	51%	95%		
	956 755	729 566		
	983 529	2,055 580		



**LOGIC**  
MONTHLY  
NEWSLETTER  
SEPTEMBER  
2021

## PERFORMANCE

### As of September 30, 2021

Current Invested Balance	\$ 7,714,285,206.63
Weighted Average Maturity (1)	59 Days
Weighted Average Life (2)	89 Days
Net Asset Value	1.000063
Total Number of Participants	638
Management Fee on Invested Balance	0.0975%*
Interest Distributed	\$ 871,878.19
Management Fee Collected	\$ 634,724.67
% of Portfolio Invested Beyond 1 Year	0.00%
Standard & Poor's Current Rating	AAA

Rates reflect historical information and are not an indication of future performance.

### September Averages

Average Invested Balance	\$ 7,920,592,991.40
Average Monthly Yield, on a simple basis	0.0364%
Average Weighted Maturity (1)	55 Days
Average Weighted Life (2)	84 Days

#### Definition of Weighted Average Maturity (1) & (2)

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instruction to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.

(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

## NEW PARTICIPANTS

We would like to welcome the following entities who joined the LOGIC program in September:

\* Town of Little Elm

## HOLIDAY REMINDER

In observance of the **Veterans Day holiday**, LOGIC will be closed **Thursday, November 11, 2021**. All ACH transactions initiated on Wednesday, November 10th will settle on Friday, November 12th.

In observance of the **Thanksgiving Day holiday**, LOGIC will be closed **Thursday, November 25, 2021**. All ACH transactions initiated on Wednesday, November 24th will settle Friday, November 26th. Notification of any early transaction deadlines on the day preceding or following this holiday will be sent out by email to the primary contact on file for all LOGIC participants.

## ECONOMIC COMMENTARY

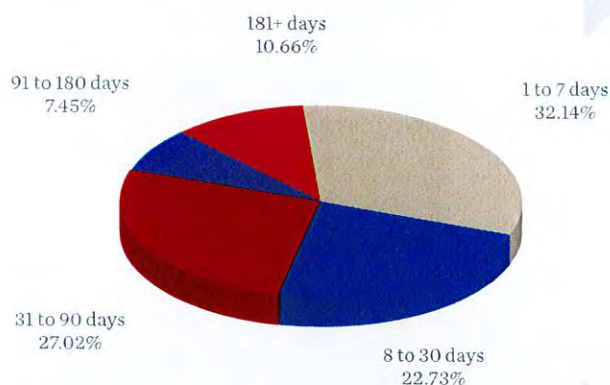
### Market review

The end of September brought new worries to the market, with rising concerns relating to uncertainty about U.S. fiscal policy, perceived Federal Reserve (Fed) hawkishness, high energy prices and the impact of tightness in global supply chains' impact on future U.S. and global growth. We saw a meaningful deceleration in the pace of economic activity during the third quarter, with consumption hit by the spread of the delta variant and higher rates of inflation. On top of all of this, the Fed released a new set of economic and interest rate forecasts as growth has disappointed and inflation has run hot. Treasury yields rose sharply out the curve with the 10-year yield ending September up almost 18 basis points (bps) at 1.49%. As we approached month-end, the political drama in Washington took front and center stage. While Congress avoided a government shutdown, the debt ceiling issue remains unresolved as does the bipartisan infrastructure bill and the Build Back Better Plan. The expiration of the two-year suspension of the U.S. debt limit (debt ceiling) occurred on July 1, 2021. Since then, the U.S. Treasury has utilized a combination of "extraordinary measures" and cash on hand to borrow normally and meet payment obligations. While the precise timing of the "x-date", when the Treasury will exhaust its available cash and borrowing capacity, is still murky, Treasury secretary Janet Yellen stated that it could run out of cash around October 18th.

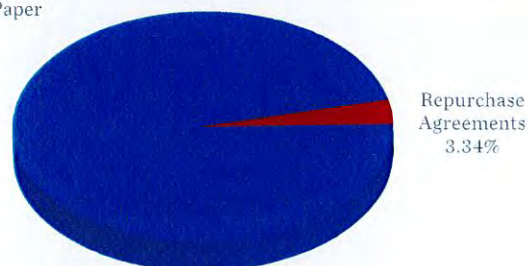
*(continued page 4)*

## INFORMATION AT A GLANCE

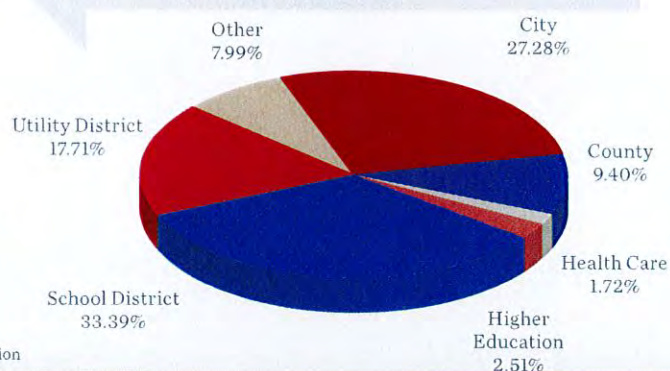
### PORTFOLIO BY TYPE OF INVESTMENT AS OF SEPTEMBER 30, 2021



Commercial Paper  
96.66%



### PORTFOLIO BY MATURITY AS OF SEPTEMBER 30, 2021 (1)



### DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF SEPTEMBER 30, 2021

(1) Portfolio by Maturity is calculated using WAM (1) definition for stated maturity. See page 1 for definition

## HISTORICAL PROGRAM INFORMATION

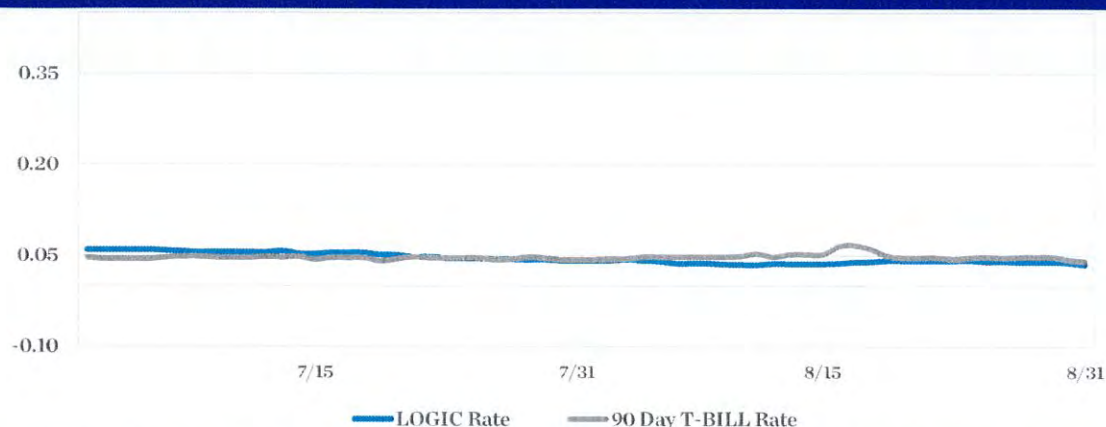
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Sep 21	0.0364%	\$7,714,285,206.63	\$7,714,772,100.29	1.000063	55	84	638
Aug 21	0.0389%	7,988,170,930.55	7,988,635,509.33	1.000058	57	78	637
Jul 21	0.0518%	8,486,193,640.40	8,486,669,984.38	1.000052	56	70	634
Jun 21	0.0588%	8,138,541,079.97	8,139,200,825.94	1.000081	53	68	634
May 21	0.0756%	8,319,276,029.47	8,320,047,319.98	1.000092	55	72	633
Apr 21	0.0851%	8,622,615,270.40	8,623,393,682.38	1.000082	56	77	632
Mar 21	0.0964%	9,125,381,719.33	9,126,326,472.17	1.000103	55	77	632
Feb 21	0.1007%	9,460,972,953.48	9,462,118,206.95	1.000121	54	73	630
Jan 21	0.1289%	9,748,281,870.13	9,749,479,482.18	1.000122	55	69	629
Dec 20	0.1504%	8,800,157,115.22	8,801,045,117.51	1.000085	55	73	628
Nov 20	0.1592%	8,300,050,788.61	8,301,195,374.16	1.000137	53	74	626
Oct 20	0.1890%	7,959,523,563.85	7,961,188,256.84	1.000203	56	82	624

## PORTFOLIO ASSET SUMMARY AS OF SEPTEMBER 30, 2021

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ (5,886.73)	\$ (5,886.73)
Accrual of Interest Income	215,040.89	215,040.89
Interest and Management Fees Payable	(921,810.72)	(921,810.72)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	257,706,999.98	257,706,999.98
Commercial Paper	7,457,290,863.21	7,457,777,756.87
Government Securities	0.00	0.00
<b>TOTAL</b>	<b>\$ 7,714,285,206.63</b>	<b>\$ 7,714,772,100.29</b>

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of LOGIC. The only source of payment to the Participants are the assets of LOGIC. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact LOGIC Participant Services.

## LOGIC VERSUS 90-DAY TREASURY BILL



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The LOGIC management fee may be waived in full or in part at the discretion of the LOGIC co-administrators and the LOGIC rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment of \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the LOGIC pool to the T-Bill Yield, you should know that the LOGIC pool consists of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-Day T-Bill. The LOGIC yield is calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940 as promulgated from time to time by the federal Securities and Exchange Commission.

### DAILY SUMMARY FOR SEPTEMBER 2021

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
9/1/2021	0.0410%	0.000001122	\$7,859,952,927.69	1.000059	55	87
9/2/2021	0.0373%	0.000001022	\$7,930,508,444.84	1.000057	56	85
9/3/2021	0.0361%	0.000000990	\$7,936,126,130.08	1.000050	53	82
9/4/2021	0.0361%	0.000000990	\$7,936,126,130.08	1.000050	53	82
9/5/2021	0.0361%	0.000000990	\$7,936,126,130.08	1.000050	53	82
9/6/2021	0.0361%	0.000000990	\$7,936,126,130.08	1.000050	53	82
9/7/2021	0.0361%	0.000000988	\$7,945,240,330.00	1.000058	53	81
9/8/2021	0.0355%	0.000000972	\$7,938,190,500.50	1.000058	52	81
9/9/2021	0.0344%	0.000000942	\$7,935,565,145.91	1.000057	51	80
9/10/2021	0.0345%	0.000000945	\$7,891,366,358.15	1.000054	50	78
9/11/2021	0.0345%	0.000000945	\$7,891,366,358.15	1.000054	50	78
9/12/2021	0.0345%	0.000000945	\$7,891,366,358.15	1.000054	50	78
9/13/2021	0.0335%	0.000000917	\$7,924,739,490.59	1.000058	50	77
9/14/2021	0.0347%	0.000000951	\$7,930,834,510.24	1.000059	53	80
9/15/2021	0.0353%	0.000000968	\$7,870,413,894.42	1.000060	55	81
9/16/2021	0.0357%	0.000000978	\$7,957,997,077.32	1.000060	59	88
9/17/2021	0.0387%	0.000001061	\$7,960,887,797.33	1.000054	57	87
9/18/2021	0.0387%	0.000001061	\$7,960,887,797.33	1.000054	57	87
9/19/2021	0.0387%	0.000001061	\$7,960,887,797.33	1.000054	57	87
9/20/2021	0.0370%	0.000001013	\$7,930,679,559.89	1.000062	57	86
9/21/2021	0.0383%	0.000001050	\$7,857,239,365.38	1.000062	58	88
9/22/2021	0.0370%	0.000001014	\$7,890,273,886.75	1.000062	59	89
9/23/2021	0.0361%	0.000000988	\$7,872,822,458.80	1.000063	58	88
9/24/2021	0.0349%	0.000000957	\$8,033,772,323.69	1.000055	54	83
9/25/2021	0.0349%	0.000000957	\$8,033,772,323.69	1.000055	54	83
9/26/2021	0.0349%	0.000000957	\$8,033,772,323.69	1.000055	54	83
9/27/2021	0.0383%	0.000001048	\$8,003,249,024.78	1.000061	60	89
9/28/2021	0.0394%	0.000001080	\$7,845,023,219.71	1.000062	60	90
9/29/2021	0.0377%	0.000001032	\$7,808,190,740.59	1.000062	59	90
9/30/2021	0.0368%	0.000001007	\$7,714,285,206.63	1.000063	59	89
<b>Average</b>	<b>0.0364%</b>	<b>0.000000998</b>	<b>\$7,920,592,991.40</b>		<b>55</b>	<b>84</b>



## ECONOMIC COMMENTARY (cont.)

The probability of a technical default (delayed payment of principal or interest) by the U.S. Treasury is extremely low, but the legislative process to raise or re-suspend the debt limit has not and will not be swift. While Senate Republicans have expressed an unwillingness to budge on the issue, Senate Democrats have the ability to pass a resolution through budget reconciliation. As such, Democrats may be able to process a debt ceiling suspension without Republican votes, but the timing will be tight. Nevertheless, having learned from past debt ceiling crises, we find it unlikely that Congress will not reach a solution in time, especially given the severity of the situation. Meanwhile, economic data was mixed. Revised 2Q21 real GDP grew at a 6.7% quarter over quarter (q/q) seasonally adjusted annual rate. Increases were broad based and were partly offset by decreases in inventories, residential fixed investment and government spending. Real output has now surpassed its previous peak in 4Q19. Recently, however, consumer spending has slowed down. After posting more than 11% annualized growth in the first two quarters of this year, consumption may have grown by as little as 2% in the third quarter, as the delta variant slowed the services rebound and a chronic shortage of inventories slammed light-vehicle sales. The September PMIs pointed to a slowing pace of economic expansion, although more concentrated in services than manufacturing. The ISM manufacturing PMI strengthened more than expected to 61.1, from 59.9 in August. Consumer confidence in September as measured by the Conference Board declined from 115.2 to 109.3 – the lowest level since March. Both present and expected conditions also declined. Hiring momentum in August slowed sharply as the delta variant curbed in-person consumer activity and businesses continued to grapple with chronic labor shortages. However, despite the slowdown in hiring, robust wage growth suggests the weakness is primarily supply-side driven, with wages spiking +0/6% month over month (m/m) and 4.3% year over year (y/y). This was further corroborated by the July JOLTS report, which showed a record 10.93M job openings.

Inflation has now well surpassed the Fed's 2% target, as the headline PCE price index rose +0.4% m/m and +4.3% y/y in August. The core PCE deflator also rose to +0.3% m/m and +3.6% y/y, with the latter slightly above market expectations. The August CPI report showed inflation moderated across a few major categories that have been most impacted by supply shortages and pent-up consumer demand, such as used cars, airlines and hotels. Headline CPI for August rose +0.3% m/m, from 0.5% in July, and +5.3% y/y, while consumer prices excluding food and energy rose +0.1% m/m and +4.0% y/y. At its September Federal Open Market Committee (FOMC) meeting, the Fed delivered a slightly hawkish message to markets on its policy outlook, recognizing slower economic progress due to the delta variant, but also robust improvement in the labor market recovery and somewhat stickier inflation than it previously assumed. In the FOMC's Summary of Economic Projections, growth estimates were downgraded from 7.0% to 5.9% for 2021, but increased for 2022 and 2023. The FOMC also increased its unemployment estimate to 4.8% for 2021 and PCE inflation to 4.2% for 2021 and 2.2% for 2022. Notably, the Fed signaled that tapering could "soon be warranted," raising the likelihood of a November announcement, with the program ending in mid-2022. With regards to interest rates, the "dot plot" now implies a half-hike in 2022, three rate hikes in 2023 and another three in 2024, although two of the members that were likely in favor of hiking rates in 2022 have retired since the meeting. The higher dots were driven by higher inflation forecasts as Fed Chair Jerome Powell stated that the "substantial further progress" threshold, from an inflation perspective, has been achieved. While the labor market mandate has not yet been met, the labor market has recovered more than 75% of the jobs lost during the depths of the pandemic and Powell remained optimistic on the potential for jobs growth. Despite the volatility in the longer part of the Treasury curve, Treasury bill yields remained relatively unchanged. The three-month Treasury bill yield ended the month at 0.03%, down less than 1 bp on the month; and the 12-month Treasury bill yield ended at 0.07%, up less than 1 bp.

### Outlook

The road to pandemic recovery has been bumpier than expected, with the delta variant and severe supply shortages cutting into consumer and business spending. However, we expect growth to reaccelerate late this year as reopening resumes and companies try to rebuild inventories. As we move into 2022, the economy should have fully recovered from the pandemic. Then, looking forward, a shortage of workers and much less fiscal and monetary stimulus should slow economic growth to its long-term trend of roughly 2% by the end of next year. There is little doubt that the supply-side constraints and spread of the delta variant have slowed U.S. GDP growth. The delta variant health care challenges have proven to be more material than originally hoped. We modestly lowered our 2021 forecast to 6% while forecasting a still buoyant 2022 outlook at 4.5%. This is still well in excess of the economy's long-term potential.



*ECONOMIC COMMENTARY (cont.)*

We acknowledged that even with the infrastructure and reconciliation bills in the pipeline, U.S. fiscal policy will be materially less supportive in 2022. Consequently, the consumer must be ready to take the baton from the fiscal handoff. Our look at accumulated savings over the pandemic and current savings rates gives us confidence that the consumer is in a healthy position to do so. While supply disruptions are pushing inflation higher for longer than expected, we expect them to eventually fade. More persistent inflationary pressures are building up, with anecdotal evidence from companies suggesting cost pressures have been passed through to the consumer, thus protecting corporate margins. Labor shortages and the potential for durable wage increases present more upside risks: The Beveridge curve (job openings vs. the unemployment rate) reflects a challenging and potentially more persistent mismatch for employers looking to hire in record numbers but seemingly unable to do so. This context represents a novel challenge for the Fed in its path toward policy normalization. The Fed has already well telegraphed its intention to start tapering its large-scale asset purchases. Details are expected to be announced in November, with the taper starting in December or January. Consensus is that the Fed will reduce Treasuries by \$10 billion/month and mortgages by \$5 billion/month, resulting in a full exit from the \$120 billion/month quantitative easing program within eight months. This will be followed by a hiking cycle. The Fed is likely to begin its first rate hike in late 2022 or early 2023.

### LOGIC BOARD MEMBERS

Sandy Newby	Tarrant Regional Water District	Governing Board President
Greg Jordan	City of Grapevine	Governing Board Vice President
Erik Felthous	North Texas Municipal Water District	Governing Board Treasurer
Cindy Demers	North Texas Tollway Authority	Governing Board Asst Treasurer
Darla Moss	Arlington ISD	Governing Board Secretary
Rene Barajas	Northside ISD	Advisory Board Member
Eric Cannon	Qualified Non-Participant	Advisory Board Member

The material provided to LOGIC from J.P. Morgan Asset Management, Inc., the investment manager of the LOGIC pool, is for informational and educational purposes only, as of the date of writing and may change at any time based on market or other conditions and may not come to pass. While we believe the information presented is reliable, we cannot guarantee its accuracy. HilltopSecurities is a wholly owned subsidiary of Hilltop Holdings, Inc. (NYSE: HTH) located at 717 N. Hardwood Street, Suite 3400, Dallas, TX 75201, (214) 859-1800. Member NYSE/FINRA/SIPC. Past performance is no guarantee of future results. Investment Management Services are offered through J.P. Morgan Asset Management Inc. and/or its affiliates. Marketing and Enrollment duties are offered through HilltopSecurities and/or its affiliates. HilltopSecurities and J.P. Morgan Asset Management Inc. are separate entities.





## PERFORMANCE

### As of September 30, 2021

Current Invested Balance	\$9,019,799,096.23
Weighted Average Maturity (1)	39 Days
Weighted Average Life (2)	57 Days
Net Asset Value	1.000065
Total Number of Participants	958
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$492,520.21
Management Fee Collected	\$417,670.95
% of Portfolio Invested Beyond 1 Year	0.61%
Standard & Poor's Current Rating	AAAm

Rates reflect historical information and are not an indication of future performance.

### September Averages

Average Invested Balance	\$9,106,657,417.99
Average Monthly Yield, on a simple basis	0.0100%
Average Weighted Maturity (1)	43 Days
Average Weighted Life (2)	62 Days

#### Definition of Weighted Average Maturity (1) & (2)

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(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

## NEW PARTICIPANTS

We would like to welcome the following entities who joined the TexSTAR program in September:

- \* Harris County Municipal Utility District No. 561
- \* Roman Forest Public Utility District No. 4
- \* Woodcreek Municipal Utility District

## HOLIDAY REMINDER

In observance of the **Veterans Day holiday**, **TexSTAR will be closed Thursday, November 11, 2021**. All ACH transactions initiated on Wednesday, November 10th will settle on Friday, November 12th.

In observance of the **Thanksgiving Day holiday**, **TexSTAR will be closed Thursday, November 25, 2021**. All ACH transactions initiated on Wednesday, November 24th will settle Friday, November 26th. Notification of any early transaction deadlines on the day preceding or following this holiday will be sent out by email to the primary contact on file for all TexSTAR participants.

## ECONOMIC COMMENTARY

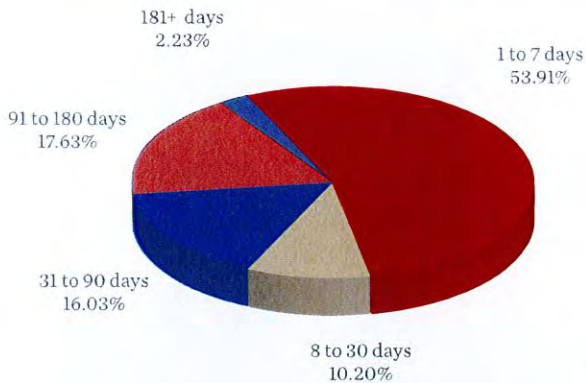
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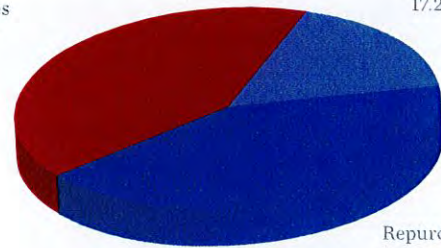
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## INFORMATION AT A GLANCE

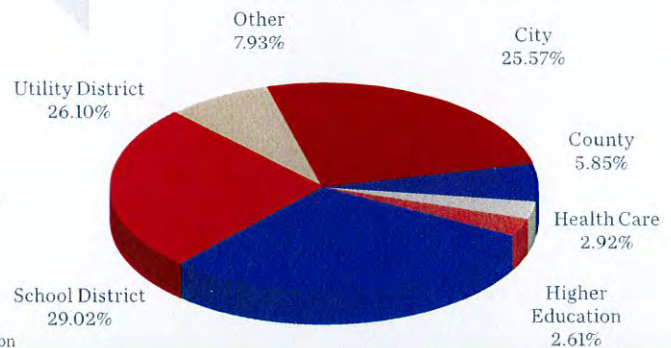
### PORTFOLIO BY TYPE OF INVESTMENT AS OF SEPTEMBER 30, 2021



Treasuries  
41.29%



### PORTFOLIO BY MATURITY AS OF SEPTEMBER 30, 2021 (1)



### DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF SEPTEMBER 30, 2021

(1) Portfolio by Maturity is calculated using WAM (1) definition for stated maturity. See page 1 for definition

## HISTORICAL PROGRAM INFORMATION

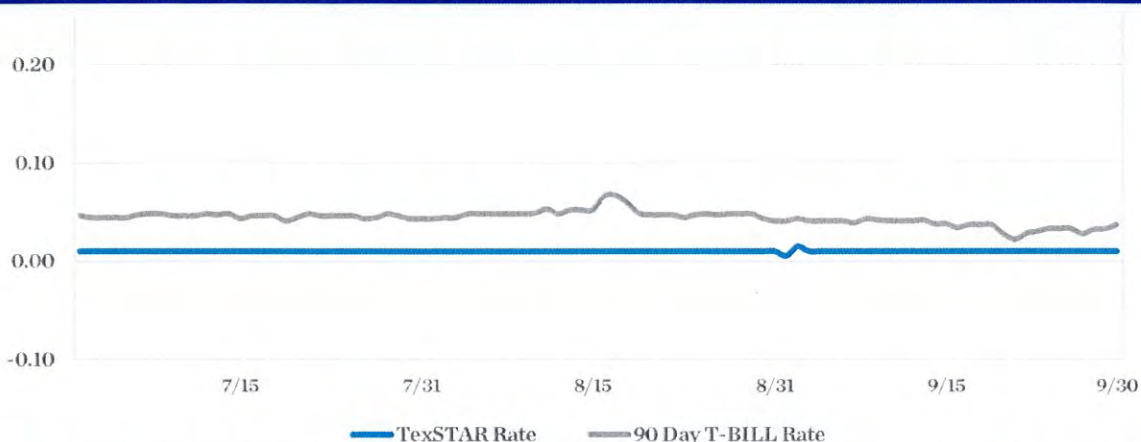
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Sep 21	0.0100%	\$9,019,799,096.23	\$9,020,390,786.23	1.000065	43	62	958
Aug 21	0.0100%	8,945,411,473.29	8,945,978,474.21	1.000063	52	74	955
Jul 21	0.0100%	9,139,785,043.86	9,140,404,119.19	1.000071	41	68	949
Jun 21	0.0100%	9,172,985,137.74	9,173,600,615.43	1.000084	40	71	943
May 21	0.0100%	9,216,832,522.03	9,217,901,991.74	1.000116	46	82	938
Apr 21	0.0113%	8,986,711,365.42	8,987,836,525.94	1.000131	40	78	936
Mar 21	0.0216%	9,103,231,627.43	9,104,638,524.44	1.000154	47	86	935
Feb 21	0.0334%	9,576,230,496.50	9,577,678,764.35	1.000151	46	87	934
Jan 21	0.0583%	9,443,485,770.86	9,445,046,065.21	1.000165	38	84	934
Dec 20	0.0676%	8,682,050,804.34	8,683,648,113.09	1.000183	42	96	933
Nov 20	0.0944%	8,910,228,194.78	8,911,909,859.79	1.000188	46	104	933
Oct 20	0.1150%	9,083,922,054.96	9,085,783,748.92	1.000203	42	100	933

## PORTFOLIO ASSET SUMMARY AS OF SEPTEMBER 30, 2021

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 605.52	\$ 605.52
Accrual of Interest Income	2,118,409.90	2,118,409.90
Interest and Management Fees Payable	(503,262.39)	(503,262.39)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	3,744,388,999.74	3,744,388,999.74
Government Securities	5,273,794,343.46	5,274,386,033.46
<b>TOTAL</b>	<b>\$ 9,019,799,096.23</b>	<b>\$ 9,020,390,786.23</b>

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

## TEXSTAR VERSUS 90-DAY TREASURY BILL



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment of \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consists of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-Day T-Bill. The TexSTAR yield is calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940 as promulgated from time to time by the federal Securities and Exchange Commission.

### DAILY SUMMARY FOR SEPTEMBER 2021

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
9/1/2021	0.0053%	0.000000144	\$9,192,582,165.60	1.000075	48	69
9/2/2021	0.0148%	0.000000405	\$9,127,057,291.17	1.000074	49	70
9/3/2021	0.0100%	0.000000274	\$8,993,659,043.36	1.000073	48	68
9/4/2021	0.0100%	0.000000274	\$8,993,659,043.36	1.000073	48	68
9/5/2021	0.0100%	0.000000274	\$8,993,659,043.36	1.000073	48	68
9/6/2021	0.0100%	0.000000274	\$8,993,659,043.36	1.000073	48	68
9/7/2021	0.0100%	0.000000274	\$8,976,933,596.58	1.000077	47	68
9/8/2021	0.0100%	0.000000274	\$9,176,544,654.21	1.000069	46	66
9/9/2021	0.0100%	0.000000274	\$9,112,633,751.48	1.000066	46	66
9/10/2021	0.0100%	0.000000274	\$9,035,803,257.82	1.000069	45	65
9/11/2021	0.0100%	0.000000274	\$9,035,803,257.82	1.000069	45	65
9/12/2021	0.0100%	0.000000274	\$9,035,803,257.82	1.000069	45	65
9/13/2021	0.0100%	0.000000274	\$9,169,950,700.30	1.000066	44	63
9/14/2021	0.0100%	0.000000274	\$9,206,950,559.65	1.000066	43	63
9/15/2021	0.0100%	0.000000274	\$9,227,981,291.71	1.000058	43	62
9/16/2021	0.0100%	0.000000274	\$9,202,018,071.01	1.000071	42	62
9/17/2021	0.0100%	0.000000274	\$9,123,207,362.15	1.000068	42	61
9/18/2021	0.0100%	0.000000274	\$9,123,207,362.15	1.000068	42	61
9/19/2021	0.0100%	0.000000274	\$9,123,207,362.15	1.000068	42	61
9/20/2021	0.0100%	0.000000274	\$9,128,137,558.78	1.000073	41	60
9/21/2021	0.0100%	0.000000274	\$9,218,044,879.96	1.000082	41	59
9/22/2021	0.0100%	0.000000274	\$9,194,005,958.09	1.000076	41	59
9/23/2021	0.0100%	0.000000274	\$9,127,305,213.98	1.000072	41	59
9/24/2021	0.0100%	0.000000274	\$9,155,116,780.23	1.000075	39	57
9/25/2021	0.0100%	0.000000274	\$9,155,116,780.23	1.000075	39	57
9/26/2021	0.0100%	0.000000274	\$9,155,116,780.23	1.000075	39	57
9/27/2021	0.0100%	0.000000274	\$9,148,804,760.38	1.000070	39	57
9/28/2021	0.0100%	0.000000274	\$9,067,342,936.76	1.000070	38	57
9/29/2021	0.0100%	0.000000274	\$8,986,611,679.76	1.000072	38	56
9/30/2021	0.0100%	0.000000274	\$9,019,799,096.23	1.000065	39	57
<b>Average</b>	<b>0.0100%</b>	<b>0.000000274</b>	<b>\$9,106,657,417.99</b>		<b>43</b>	<b>62</b>



## ECONOMIC COMMENTARY (cont.)

While the precise timing of the “x-date”, when the Treasury will exhaust its available cash and borrowing capacity, is still murky, Treasury secretary Janet Yellen stated that it could run out of cash around October 18th. The probability of a technical default (delayed payment of principal or interest) by the U.S. Treasury is extremely low, but the legislative process to raise or re-suspend the debt limit has not and will not be swift. While Senate Republicans have expressed an unwillingness to budge on the issue, Senate Democrats have the ability to pass a resolution through budget reconciliation. As such, Democrats may be able to process a debt ceiling suspension without Republican votes, but the timing will be tight. Nevertheless, having learned from past debt ceiling crises, we find it unlikely that Congress will not reach a solution in time, especially given the severity of the situation. Meanwhile, economic data was mixed. Revised 2Q21 real GDP grew at a 6.7% quarter over quarter (q/q) seasonally adjusted annual rate. Increases were broad based and were partly offset by decreases in inventories, residential fixed investment and government spending. Real output has now surpassed its previous peak in 4Q19. Recently, however, consumer spending has slowed down. After posting more than 11% annualized growth in the first two quarters of this year, consumption may have grown by as little as 2% in the third quarter, as the delta variant slowed the services rebound and a chronic shortage of inventories slammed light-vehicle sales. The September PMIs pointed to a slowing pace of economic expansion, although more concentrated in services than manufacturing. The ISM manufacturing PMI strengthened more than expected to 61.1, from 59.9 in August. Consumer confidence in September as measured by the Conference Board declined from 115.2 to 109.3 – the lowest level since March. Both present and expected conditions also declined. Hiring momentum in August slowed sharply as the delta variant curbed in-person consumer activity and businesses continued to grapple with chronic labor shortages. However, despite the slowdown in hiring, robust wage growth suggests the weakness is primarily supply-side driven, with wages spiking +0/6% month over month (m/m) and 4.3% year over year (y/y). This was further corroborated by the July JOLTS report, which showed a record 10.93M job openings.

Inflation has now well surpassed the Fed’s 2% target, as the headline PCE price index rose +0.4% m/m and +4.3% y/y in August. The core PCE deflator also rose to +0.3% m/m and +3.6% y/y, with the latter slightly above market expectations. The August CPI report showed inflation moderated across a few major categories that have been most impacted by supply shortages and pent-up consumer demand, such as used cars, airlines and hotels. Headline CPI for August rose +0.3% m/m, from 0.5% in July, and +5.3% y/y, while consumer prices excluding food and energy rose +0.1% m/m and +4.0% y/y. At its September Federal Open Market Committee (FOMC) meeting, the Fed delivered a slightly hawkish message to markets on its policy outlook, recognizing slower economic progress due to the delta variant, but also robust improvement in the labor market recovery and somewhat stickier inflation than it previously assumed. In the FOMC’s Summary of Economic Projections, growth estimates were downgraded from 7.0% to 5.9% for 2021, but increased for 2022 and 2023. The FOMC also increased its unemployment estimate to 4.8% for 2021 and PCE inflation to 4.2% for 2021 and 2.2% for 2022. Notably, the Fed signaled that tapering could “soon be warranted,” raising the likelihood of a November announcement, with the program ending in mid-2022. With regards to interest rates, the “dot plot” now implies a half-hike in 2022, three rate hikes in 2023 and another three in 2024, although two of the members that were likely in favor of hiking rates in 2022 have retired since the meeting. The higher dots were driven by higher inflation forecasts as Fed Chair Jerome Powell stated that the “substantial further progress” threshold, from an inflation perspective, has been achieved. While the labor market mandate has not yet been met, the labor market has recovered more than 75% of the jobs lost during the depths of the pandemic and Powell remained optimistic on the potential for jobs growth. Despite the volatility in the longer part of the Treasury curve, Treasury bill yields remained relatively unchanged. The three-month Treasury bill yield ended the month at 0.03%, down less than 1 bp on the month; and the 12-month Treasury bill yield ended at 0.07%, up less than 1 bp.

### Outlook

The road to pandemic recovery has been bumpier than expected, with the delta variant and severe supply shortages cutting into consumer and business spending. However, we expect growth to reaccelerate late this year as reopening resumes and companies try to rebuild inventories. As we move into 2022, the economy should have fully recovered from the pandemic. Then, looking forward, a shortage of workers and much less fiscal and monetary stimulus should slow economic growth to its long-term trend of roughly 2% by the end of next year.



*ECONOMIC COMMENTARY (cont.)*

There is little doubt that the supply-side constraints and spread of the delta variant have slowed U.S. GDP growth. The delta variant health care challenges have proven to be more material than originally hoped. We modestly lowered our 2021 forecast to 6% while forecasting a still buoyant 2022 outlook at 4.5%. This is still well in excess of the economy's long-term potential. We acknowledged that even with the infrastructure and reconciliation bills in the pipeline, U.S. fiscal policy will be materially less supportive in 2022. Consequently, the consumer must be ready to take the baton from the fiscal handoff. Our look at accumulated savings over the pandemic and current savings rates gives us confidence that the consumer is in a healthy position to do so. While supply disruptions are pushing inflation higher for longer than expected, we expect them to eventually fade. More persistent inflationary pressures are building up, with anecdotal evidence from companies suggesting cost pressures have been passed through to the consumer, thus protecting corporate margins. Labor shortages and the potential for durable wage increases present more upside risks: The Beveridge curve (job openings vs. the unemployment rate) reflects a challenging and potentially more persistent mismatch for employers looking to hire in record numbers but seemingly unable to do so. This context represents a novel challenge for the Fed in its path toward policy normalization. The Fed has already well telegraphed its intention to start tapering its large-scale asset purchases. Details are expected to be announced in November, with the taper starting in December or January. Consensus is that the Fed will reduce Treasuries by \$10 billion/month and mortgages by \$5 billion/month, resulting in a full exit from the \$120 billion/month quantitative easing program within eight months. This will be followed by a hiking cycle. The Fed is likely to begin its first rate hike in late 2022 or early 2023.

This information is an excerpt from an economic report dated September 2021 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

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