



AGENDA
FEBRUARY 15, 2022
LAVON CITY COUNCIL
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS
REGULAR MEETING
7:00 PM

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. PROCLAMATIONS

Black History Month

American Heart Health Month

4. ITEMS OF INTEREST/COMMUNICATIONS

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

5. CITIZENS COMMENTS

Citizens may provide comments (3-minute time limit/person). The response regarding items that are not on the agenda may be to request items be placed on a future agenda or referred to city staff.

6. CONSENT AGENDA

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

A. Approve the minutes of the February 1, 2022 meeting.

B. Approve Resolution No. **2022-02-06** approving and authorizing the Mayor to execute an Agreement for Administration and Professional Services with Traylor & Associates, Inc. for administration of funding received by and through the American Rescue Plan Act 2021 and Coronavirus State and Local Fiscal Recovery Fund program.

C. Authorize a program for drainage repairs in the Grand Heritage Club Addition and Windmill Estates Addition not to exceed \$49,000.

D. Receive the City of Lavon Police Department 2021 Racial Profiling Report.

7. ITEMS FOR CONSIDERATION

A. Discussion and action regarding Ordinance No. **2022-02-07** annexing approximately 376.758 acres of land in the extraterritorial jurisdiction referred to as Elevon, Section 2, Phases 2A-2E and described as part of the Samuel M. Rainer Survey, Abstract No. 740 and the portion of County Road 541 and adjacent right-of-way abutting the property into the corporate limits of the City of Lavon, Collin County, Texas.

B. Discussion, and action regarding an application to change the zoning district classification from temporary Agricultural (A) District to a Planned Development (PD) District consisting of 1,389 residential lots and 37 HOA open space lots, on approximately 376.758 acres of land, the Elevon Addition, Section 2, proposed for annexation and described as part of the 472.8955 acre tract in the Samuel M. Rainer Survey, Abstract No. 740, Collin County, TX, located north of CR 541, east of Lavon Ranchettes, and south of the NETEX right of way in Abston Hills MUD 1-B and 1-D, (CCAD Property IDs 1290178, 1290169, 1290203, 1290132, 2032794, 1290150) and accompanying Ordinance No. **2022-02-08**.

C. Discussion and action regarding the extension of the effective date of the approval of the preliminary plat of the Elevon, Section 1, Phases 3 and 4 Addition.

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- D. Public hearing, discussion and action regarding the Parks and Recreation Master Plan and Ordinance No. **2022-02-09**, enacting an amendment to the City of Lavon Code of Ordinances, Chapter 9 “Planning and Development Regulations”, Article 9.01 “General Provisions”, to add Section 9.01.002 “Adoption of Parks and Recreation Master Plan; Purpose”; providing a conflict clause; providing a savings clause; finding and determining that the meeting at which this ordinance is adopted to be open to the public as required by law; and setting an effective date.
 - 1) Presentation of Parks and Recreation Master Plan.
 - 2) **PUBLIC HEARING** to receive comments regarding the Parks and Recreation Master Plan.
 - 3) Discussion and action adoption of the Parks and Recreation Master Plan.
- E. Discussion and action regarding Ordinance No. **2022-02-10** ordering a Special Local Option Election to be held May 7, 2022, for the purpose of submitting to the qualified voters of the City of Lavon the following proposition: “The legal sale of all alcoholic beverages including mixed beverages in the City of Lavon.”
- F. Discussion and action regarding Ordinance No. **2022-02-11** amending Ordinance No. **2021-09-02** that approved and adopted a Budget for the city for the fiscal year October 1, 2021 through September 30, 2022 to amend adopted revenues and expenditures of the budget; and declaring an effective date
- G. Discussion and action regarding Resolution No. **2022-02-04** approving and authorizing the Mayor to execute an Agreement for Consulting Services with EIKON Consulting Group, LLC for professional services related to the renovation and expansion of the Fire Department and Public Works facilities.
- H. Discussion and action regarding Board and Commission appointments – Parks and Recreation Board.
- I. Discussion and action regarding orders and regulations, programming, city facilities and operations related to COVID-19.

8. DEPARTMENT REPORTS

Members 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

9. SET FUTURE MEETINGS AND AGENDA

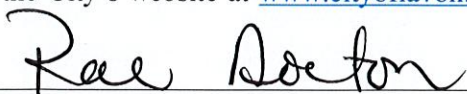
Requests may be made for items to be placed on a future agenda or for a special meeting.

March 1, 2022 – regular meeting

10. PRESIDING OFFICER TO ADJOURN THE MEETING

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

This is to certify that this Agenda was duly posted on the City’s website at www.cityoflavon.com and at City Hall and on or before 6:00 PM on February 11, 2022.



 Rae Norton, City Secretary

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PROCLAMATION

City of Lavon, Texas

“Black History Month”

WHEREAS, Black History Month affords an opportunity to learn about the achievements of African Americans and recognize their important role in the shaping and progress of our nation; and

WHEREAS, such knowledge can strengthen our insight regarding issues of human rights, the great strides made in the crusade to eliminate the barriers to equality for all minority groups, and the further prevention of racial discrimination; and

WHEREAS, over forty years ago in recognition of Black History Month, President Ronald Reagan proclaimed, *“We must ensure that the gains of the past are not lost in the future, and in so doing we can look to tomorrow with confidence.”*

NOW THEREFORE, be it proclaimed that February 2022 shall be hereafter known as

Black History Month

in the City of Lavon, Texas, all residents are urged to commit to and advance the principles of justice and equality for all people.

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

Vicki Sanson
Mayor



PROCLAMATION

City of Lavon, Texas

“American Heart Health Month”

WHEREAS, it is important to raise awareness of the warning signs and symptoms of heart disease and heart attacks, and commit to a lifestyle that improves overall heart health; and

WHEREAS, controlling obesity, diabetes and adding physical activity to our daily routine has a known positive impact on our heart health; and

WHEREAS, knowing that it is never too late to make small changes to improve heart health and make a positive difference in our lives.

NOW THEREFORE, be it proclaimed that February 2022 shall be hereafter known as

American Heart Health Month

in the City of Lavon, Texas, and all residents are encouraged to be healthy and active, enjoy the City’s walking trails, and explore the many helpful resources at <https://www.heart.org/>

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Seal of the City of Lavon, Texas, to be affixed this 15th day of February 2022.

Vicki Sanson, Mayor



**MINUTES
FEBRUARY 1, 2022
LAVON CITY COUNCIL
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS
REGULAR MEETING
7:00 PM**

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

1. MAYOR SANSON CALLED THE MEETING TO ORDER AT 7:01 P.M. AND ANNOUNCED A QUORUM PRESENT.

2. MAYOR SANSON LED THE RECITATION OF THE PLEDGE OF ALLEGIANCE AND MS. WRIGHT DELIVERED THE INVOCATION.

3. ITEMS OF INTEREST/COMMUNICATIONS

COVID Vaccine and Testing Clinic 10am-Noon on Saturday, February 5, 2022 at City Hall.

Breakfast with the Bunny and Bunny Street Vendor Fair, Saturday, April 9, 2022, 9am-Noon.

4. CITIZENS COMMENTS

There were none.

5. EXECUTIVE SESSION

There was no executive session.

6. RECONVENE INTO REGULAR SESSION

There was no executive session.

7. CONSENT AGENDA

A. Approve the minutes of the January 18, 2022 meeting.

B. Approve Resolution No. 2021-02-01 authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.

C. Approve Resolution No. 2021-02-02 authorizing participation with the Oncor Cities Steering Committee; and authorizing the payment of eleven cents per capita to the Oncor Cities Steering Committee to fund regulatory and related activities related to Oncor Electric Delivery Company, LLC.

D. Approve Resolution No. 2022-02-03 declaring various fire department and public works department equipment to be surplus and authorizing the disposition of same in a manner which is beneficial to the City.

E. Authorize preparation and submission of an application to the Department of Homeland Security (DHS)/ Federal Emergency Management Agency (FEMA) for the Staffing for the Adequate Fire and Emergency Response (SAFER) Grant Program.

MOTION: APPROVE THE CONSENT AGENDA.

MOTION MADE: SERKLAND
SECONDED: WRIGHT
APPROVED: UNANIMOUS

8. ITEMS FOR CONSIDERATION

- A. Discussion, and action regarding Resolution No. 2022-02-04 approving and authorizing the Mayor to execute an Agreement for Consulting Services with EIKON Consulting Group, LLC for professional services related to the renovations and expansion of the Fire Department and Public Works facilities.**

City Administrator Kim Dobbs explained that revisions were still being made to the agreement and recommended that the item be tabled until February 15, 2022. No action was taken.

- B. Public hearing continued from January 18, 2022, discussion, and action regarding an ordinance of the City Council of the City of Lavon accepting and approving a Final Service and Assessment Plan for the Elevon Public Improvement District, including assessment rolls; making a Finding of Special Benefit to the property in the District; Levying Special Assessments against Property within the District and establishing a lien on such Property; providing for payment of the assessments in accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of assessment and the payment of the assessments, providing penalties and interest on delinquent assessments, approving a reimbursement agreement, providing for severability, and providing an effective date.**

Ms. Dobbs provided information and introduced Financial Advisor Jason Hughes, Hilltop Securities, City Attorney Cameron Saenz, and PID Administrator Kirk McDaniel, P3 Works who provided additional information.

PUBLIC HEARING to receive comments regarding the request.

Mayor Sanson opened the public hearing at 7:11 p.m. and invited comments for or against the ordinance. There being no comments, Mayor Sanson closed the public hearing at 7:11 p.m.

Discussion and action regarding the request and accompanying Ordinance No. 2022-02-01.

MOTION: ACCEPT AND APPROVE ORDINANCE NO. 2022-01-01 THE FINAL SERVICE AND ASSESSMENT PLAN FOR THE ELEVON PUBLIC IMPROVEMENT DISTRICT, INCLUDING ASSESSMENT ROLLS; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS, PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, APPROVING A REIMBURSEMENT AGREEMENT, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE: KELL
SECONDED: DILL
APPROVED: UNANIMOUS

- C. Discussion and action regarding Ordinance No. 2022-02-02 authorizing the issuance of the "City of Lavon, Texas, Special Assessment Revenue Bonds, Series 2022 (Elevon Public Improvement District Improvement Area #1 Project)"; approving and authorizing an Indenture of Trust, a Bond Purchase Agreement, a Limited Offering Memorandum, a Continuing Disclosure Agreement; a Construction, Funding and Acquisition Agreement, a Reimbursement Agreement and other agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date.**

Mr. Hughes provided detailed information regarding the sale and issuance of the Improvement Area #1 Project Bonds and Zone 1 Remainder Area Project Bonds. Bond Counsel Greg Schaecher and Underwriter Tripp Davenport provided information and answered questions.

MOTION: APPROVE ORDINANCE NO. 2022-02-02 AUTHORIZING THE ISSUANCE OF THE "CITY OF LAVON, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (ELEVON PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT)"; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, A LIMITED OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT; A CONSTRUCTION, FUNDING AND ACQUISITION AGREEMENT, A REIMBURSEMENT AGREEMENT AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE: SERKLAND
SECONDED: WRIGHT
APPROVED: UNANIMOUS

- D. Discussion, and action regarding Ordinance No. 2022-02-03 authorizing the issuance of the "City of Lavon, Texas, Special Assessment Revenue Bonds, Series 2022 (Elevon Public Improvement District Zone 1 Remainder Area Project)"; approving and authorizing an Indenture of Trust, a Bond Purchase Agreement, a Limited Offering Memorandum, a Continuing Disclosure Agreement; a Construction, Funding and Acquisition Agreement, Agriculture Valuation Waiver and Redemption Agreements, and other agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date.**

Jason Hughes, Hilltop Securities, provided information regarding the request.

MOTION: APPROVE ORDINANCE NO. 2022-02-03 AUTHORIZING THE ISSUANCE OF THE "CITY OF LAVON, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (ELEVON PUBLIC IMPROVEMENT DISTRICT ZONE 1 REMAINDER AREA PROJECT)"; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, A LIMITED OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT; A CONSTRUCTION, FUNDING AND ACQUISITION AGREEMENT, AGRICULTURE VALUATION WAIVER AND REDEMPTION AGREEMENTS, AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE: SERKLAND
SECONDED: KELL
APPROVED: UNANIMOUS

- E. Discussion and action regarding Resolution No. 2022-02-05 approving a Tax Increment Reinvestment Zone Number Two (TIRZ No. 2) Reimbursement Agreement.**

Ms. Dobbs provided information regarding the agreement and reported that the TIRZ No. 2 Board of Directors voted unanimously to approve and recommend approval of the agreement.

MOTION: APPROVE RESOLUTION NO. 2022-02-05 APPROVING A TAX INCREMENT REINVESTMENT ZONE NUMBER TWO (TIRZ NO. 2) REIMBURSEMENT AGREEMENT.

MOTION MADE: KELL
SECONDED: DILL
APPROVED: UNANIMOUS

- F. Public hearing, discussion, and action regarding an application for a conditional use permit to construct a 2,000 square foot accessory structure that is 647 square feet larger than permitted at 540 Mustang Ct., Lot 11, Mustang Estates, Lavon, Collin County.**

Presentation of request.

Ms. Dobbs provided background information and a report from the Planning and Zoning Commission recommending approval. Donnie Kavanaugh, 8297 Chappel Lane, presented the request and described the plans for the property.

PUBLIC HEARING to receive comments regarding the request.

Mayor Sanson opened the public hearing at 7:23 p.m. and invited comments for or against the application. There being no comments, Mayor Sanson closed the public hearing at 7:24 p.m.

Discussion and action regarding the request and accompanying Ordinance 2022-02-04.

MOTION: APPROVE ORDINANCE 2022-02-04 GRANTING A CONDITIONAL USE PERMIT TO CONSTRUCT A 2,000 SQUARE FOOT ACCESSORY STRUCTURE THAT IS 647 SQUARE FEET LARGER THAN PERMITTED AT 540 MUSTANG CT., LOT 11, MUSTANG ESTATES, LAVON, COLLIN COUNTY, TX.

MOTION MADE: SERKLAND
SECONDED: WRIGHT
APPROVED: UNANIMOUS

- G. Public hearing, discussion and action regarding an application to change the zoning district classification from temporary Agricultural (A) District to a Planned Development (PD) District consisting of 1,389 residential lots and 37 HOA open space lots, on approximately 376.758 acres of land, the Elevon Addition, Section 2, proposed for annexation and described as part of the 472.8955 acre tract in the Samuel M. Rainer Survey, Abstract No. 740, Collin County, TX, located north of CR 541, east of Lavon Ranchettes, and south of the NETEX right of way in Abston Hills MUD 1-B and 1-D.**

Presentation of request.

Ms. Dobbs provided information regarding the application and a report from the Planning and Zoning Commission recommending approval.

PUBLIC HEARING to receive comments regarding the request.

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

Discussion and action regarding the request.

Ms. Dobbs noted that 19 neighbor notices were mailed and none were returned in favor of or opposition to the request. Ms. Dobbs explained that action on the application cannot be taken until after the property is annexed, which is scheduled for February 15, 2022. No action was taken.

- H. Public hearing, discussion, and action regarding an application to change the zoning district classification from Agriculture (A) to Main Street (M) zoning district on 5.1 acres at 500 S. Main Street (Bus. 78), Drury Anglin Survey, Abstract 2, Sheet 3, Tr. 76, Lavon, Collin County, TX.**

Presentation of request.

Ms. Dobbs provided information regarding the application and a report from the Planning and Zoning Commission recommending approval.

PUBLIC HEARING to receive comments regarding the request.

Mayor Sanson opened the public hearing at 7:32 p.m. and invited comments for or against the application. There being no comments, Mayor Sanson closed the public hearing at 7:32 p.m.

Discussion and action regarding the request and accompanying Ordinance 2022-02-05.

Ms. Dobbs noted that 30 notices were mailed and 1 notice was returned in favor and 3 in opposition of the request.

MOTION: APPROVE ORDINANCE NO. 2022-02-05 APPROVING AN APPLICATION TO CHANGE THE ZONING DISTRICT CLASSIFICATION FROM AGRICULTURE (A) TO MAIN STREET (M) ZONING DISTRICT ON 5.1 ACRES AT 500 S. MAIN STREET (BUS. 78), DRURY ANGLIN SURVEY, ABSTRACT 2, SHEET 3, TR. 76, LAVON, COLLIN COUNTY, TX.

MOTION MADE: WRIGHT
SECONDED: KELL
APPROVED: UNANIMOUS

I. Public hearing, discussion, and action regarding an amendment to Article 9.02 “Subdivision Ordinance”, Section 9.02.004 “Procedure” to provide for a combination preliminary and final plat process.

Presentation of amendment.

Ms. Dobbs provided information regarding the amendment and a report from the Planning and Zoning Commission recommending approval.

PUBLIC HEARING to receive comments regarding the amendment.

Mayor Sanson opened the public hearing at 7:37 p.m. and invited comments for or against the amendment. There being no comments, Mayor Sanson closed the public hearing at 7:38 p.m.

Discussion and action regarding the amendment and accompanying Ordinance 2022-02-06.

MOTION: APPROVE ORDINANCE NO. 2022-02-06 APPROVING AN AMENDMENT TO ARTICLE 9.02 “SUBDIVISION ORDINANCE”, SECTION 9.02.004 “PROCEDURE” TO PROVIDE FOR A COMBINATION PRELIMINARY AND FINAL PLAT PROCESS.

MOTION MADE: SERKLAND
SECONDED: DILL
APPROVED: UNANIMOUS

J. Public hearing, discussion, and action regarding an application to change the zoning district classification from Single Family-2 (SF-2) to Main Street (M) zoning district for Block A, Lot 2, Bordeaux Addition, on 1.22 acres situated at 320 Main Street (Bus. 78), Lavon, Collin County, TX.

Presentation of request.

Ms. Dobbs provided information regarding the application and a report from the Planning and Zoning Commission recommending denial of the application. Applicant Giridhar Veeramani provided information detailing his request and expressed interest in exploring uses considered less impactful than a coffee shop as originally presented.

PUBLIC HEARING to receive comments regarding the request.

Mayor Sanson opened the public hearing at 7:43 p.m. and invited comments for or against the amendment. The following residents spoke regarding traffic, light pollution, and drainage concerns: Cody Hickman, 308 Gracy, Greg Price, 400 Main St., Vicki Morrow, 316 Gracy, Ruby Sears, 312 Gracy, all of Lavon. Mayor Sanson closed the public hearing at 7:52 p.m.

Discussion and action regarding the request and accompanying Ordinance.

Ms. Dobbs explained that in accordance with state law and local ordinance, 3/4 of the City Council or 4 of 5 members would have to vote in favor of the request to overrule the Planning and Zoning Commission recommendation for denial and approve the request.

MOTION: DENY THE APPLICATION TO CHANGE THE ZONING DISTRICT CLASSIFICATION FROM SINGLE FAMILY-2 (SF-2) TO MAIN STREET (M) ZONING DISTRICT FOR BLOCK A, LOT 2, BORDEAUX ADDITION, ON 1.22 ACRES SITUATED AT 320 MAIN STREET (BUS. 78), LAVON, COLLIN COUNTY, TX.

MOTION MADE: WRIGHT
SECONDED: DILL
APPROVED: UNANIMOUS

- K. Discussion and action regarding the final plat of the LakePointe Addition, Phase 3 for 221 residential lots and 4 open space tracts on 45.444 acres of land, a part of a 200.9089-acre tract situated in the Samuel M. Rainer Survey, Abstract No. 740, southeast of the intersection of SH 78 and FM 6, Lavon, Collin County, TX.**

Ms. Dobbs provided information regarding the final plat and a report from the Planning and Zoning Commission recommending approval. City Engineer, Mark Hill, Freeman Millican, LLC, answered questions.

MOTION: APPROVE THE FINAL PLAT OF THE LAKEPOINTE ADDITION, PHASE 3 FOR 221 RESIDENTIAL LOTS AND 4 OPEN SPACE TRACTS ON 45.444 ACRES OF LAND, A PART OF A 200.9089-ACRE TRACT SITUATED IN THE SAMUEL M. RAINER SURVEY, ABSTRACT NO. 740, SOUTHEAST OF THE INTERSECTION OF SH 78 AND FM 6, LAVON, COLLIN COUNTY, TX, SUBJECT TO THE CITY ENGINEER'S APPROVAL.

MOTION MADE: KELL
SECONDED: DILL
APPROVED: UNANIMOUS

- L. Discussion and action regarding the preliminary plat of the Hillstead Subdivision, (aka Southland Sierra Addition and Lumpkin Addition), for 912 residential lots, 3 non-residential lots, and 25 common area tracts on 487.060 acres of land, being part of a called 228.692-acre tract and part of a called 292.141-acre tract situated in the Drury Anglin Survey, Abstract No. 773, the J. Strickland Survey, Abstract No. 794, the William T. Howard Survey, Abstract No. 370 and the Ci Co. Survey, Abstract No. 1051, in the vicinity of and south of the intersection of CR 484 and CR 483, in Collin County MUD No. 5, Collin County, TX.**

Jorge Gonzales, Southland Consulting Engineers, Inc., 10210 N. Central Expwy, Dallas, TX. 75231, presented information and answered questions regarding the preliminary plat. Ms. Dobbs provided a report from the Planning and Zoning Commission recommending approval.

MOTION: APPROVE THE PRELIMINARY PLAT OF THE HILLSTEAD SUBDIVISION, (AKA SOUTHLAND SIERRA ADDITION AND LUMPKIN ADDITION), FOR 912 RESIDENTIAL LOTS, 3 NON-RESIDENTIAL LOTS, AND 25 COMMON AREA TRACTS ON 487.060 ACRES OF LAND, BEING PART OF A CALLED 228.692-ACRE TRACT AND PART OF A CALLED 292.141-ACRE TRACT SITUATED IN THE DRURY ANGLIN SURVEY, ABSTRACT NO. 773, THE J. STRICKLAND SURVEY, ABSTRACT NO. 794, THE WILLIAM T. HOWARD SURVEY, ABSTRACT NO. 370 AND THE CI CO. SURVEY, ABSTRACT NO. 1051, IN THE VICINITY OF AND SOUTH OF THE INTERSECTION OF CR 484 AND CR 483, IN COLLIN COUNTY MUD NO. 5, COLLIN COUNTY, TX, SUBJECT TO THE CITY ENGINEER'S APPROVAL.

MOTION MADE: SERKLAND
SECONDED: WRIGHT
APPROVED: UNANIMOUS

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

City Secretary Rae Norton provided information regarding operations related to COVID-19.

9. SET FUTURE MEETINGS AND AGENDA.

February 15, 2022 Regular Meeting

10. MAYOR SANSON ADJOURNED THE CITY COUNCIL MEETING AT 8:17 P.M.

DULY PASSED and APPROVED by the City Council of Lavon, Texas, on this 15th day of February 2022.

Vicki Sanson
Mayor

ATTEST:

Rae Norton
City Secretary



CITY OF LAVON Agenda Brief

MEETING: February 15, 2022

ITEM: 6 – B

Item:

CONSENT AGENDA

Approve Resolution No. 2022-02-06 approving and authorizing the Mayor to execute an Agreement for Administration and Professional Services with Traylor & Associates, Inc. for administration of funding received by and through the American Rescue Plan Act 2021 and Coronavirus State and Local Fiscal Recovery Fund program.

Background:

On August 3, 2021, the City Council approved Resolution No. 2021-08-04 selecting Traylor & Associates, Inc. to assist the City in its application and administration of funding from the U.S. Department of Treasury for the American Rescue Plan Act (ARPA) of 2021 and to provide project administration and project-related management services, if awarded.

The City has received \$461,377 in ARAP funding to date.

Financial Implication:

Assistance from a professional grant administrator that is knowledgeable about and accustomed to working with the federal programs will help to ensure that the City is able to secure and maximize the benefit of any potential allocations and available resources.

Staff Notes:

The City Attorney reviewed and approved the form and substance of the agreement. Approval is recommended.

Attachment: 1) Proposed Resolution and agreement

CITY OF LAVON, TEXAS
RESOLUTION NO. 2022-02-06

Professional Services Agreement – Traylor & Assoc. - ARPA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR ADMINISTRATION AND PROFESSIONAL SERVICES WITH TRAYLOR & ASSOCIATES, INC. FOR ADMINISTRATION OF FUNDING RECEIVED BY AND THROUGH THE AMERICAN RESCUE PLAN ACT 2021 AND CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND PROGRAM.

WHEREAS, in July 2021, the City issued a Request for Proposal (RFP) to solicit proposals from qualified Professional Services Companies to assist the City in its administration of funding received by and through the American Rescue Plan Act 2021 and Coronavirus State and Local Fiscal Recovery Fund program; and

WHEREAS, on August 3, 2021, on the basis of its Response to the RFP, the City selected Traylor & Associates, Inc. as the firm with whom to negotiate an agreement for professional services; and

WHEREAS, the City Council has reviewed the proposed agreement and determined that it is necessary and in the best interests of the City of Lavon to approve the proposed agreement subject to the City Attorney's review and approval.

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

SECTION 1. That the City Council does hereby approve and authorize the Mayor to execute an Agreement for Administration and Professional Services with Traylor & Associates, Inc. for administration of funding received by and through the American Rescue Plan Act 2021 and Coronavirus State and Local Fiscal Recovery Fund program, 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 15th day of February 2022.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary

RESOLUTION NO. 2022-02-06

EXHIBIT A

ADMINISTRATION/PROFESSIONAL SERVICES

PART I AGREEMENT

THIS AGREEMENT effective February 15, 2022, by and between the CITY OF LAVON, hereinafter called the "CITY" acting herein by Vicki Sanson, Mayor hereunto duly authorized, and Traylor & Associates, Inc. hereinafter called "the Contractor," acting herein by Gary R. Traylor, President.

WITNESSETH THAT:

WHEREAS, the City desires to accept grant funding under the general direction of American Rescue Plan Act of 2021 funded through the United States Department of Treasury;

WHEREAS, the City has an interest in available Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) funding; and,

WHEREAS, in July 2021, the City issued a Request for Proposal, incorporated herein by reference, to solicit proposals from qualified Professional Services Companies to assist the City in its administration of funding received by and through the American Rescue Plan Act 2021 and Coronavirus State and Local Fiscal Recovery Fund program; and

WHEREAS, on or about August 3, 2021, on the basis of its Response to the RFP dated 6/21/2021, which responses are incorporated fully herein by reference as if physically attached hereto, the City awarded RFP dated 6/21/2021 to the Contractor.

WHEREAS, the City desires to engage Traylor & Associates, Inc. to render certain professional /administration services in connection with a American Rescue Plan Act 2021 CSLFRF Contract:

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services - The Contractor will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Contractor shall commence on the day following the execution of this contract. In any event, all of the services required and performed hereunder shall be completed no later than the time stipulated in the written contract between the City and the United States Department of Treasury and/or other agencies.
3. Local Program Liaison - For purposes of this Contract, the City Administrator, Kim Dobbs or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - Records of non-Federal entities. United States Department of Treasury's Inspector General, the Comptroller General of the United States, the Texas Division of Emergency Management (TDEM), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

5. Retention of Records - Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:
 - a. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - b. When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
 - c. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
 - d. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
 - e. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
 - f. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 1. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
 2. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **FORTY-SIX THOUSAND, DOLLARS (\$46,000.00)**. Payment to the Contractor shall be based on satisfactory completion of identified milestones in *Part III – Payment Schedule* of this Agreement.
7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the CSLFRF contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
8. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.
- e. The Contractor shall comply with the insurance requirements set out in Exhibit A of this Agreement, attached hereto and incorporated as if fully set forth herein.

9. Extent of Agreement

This Agreement, which includes Parts I-IV and any attachments hereto, including those incorporated by reference, represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____
 (Authorized Representative)
Vicki Sanson
 (Printed Name)
Mayor
 (Title)

BY: _____
 (Contractor's Authorized Representative)
Gary R. Traylor
 (Printed Name)
President
 (Title)

PART II
SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

A. Scope of Work

- 1) Comprehensive administration and compliance of the United States Department of Treasury/TDEM programs and projects contemplated by allowable projects through the United States Department of Treasury/TDEM program;
- 2) Research, develop and prepare grant applications and/or other public assistance documents;
- 3) Research, monitor, report, document, manage, analyze, assess and provide guidance to the City regarding eligibility of proposed projects;
- 4) Attend meetings with Department of Treasury or appointed state agencies in conjunction with and on behalf of the Lavon;
- 5) Collaborate with the City of Lavon on project formulation; information gathering, project development to determine method of procurement of services to complete proposed projects;
- 6) Develop program guidelines, polices, procedures, implementation plans or other pertinent documents;
- 7) Assist with and or present public hearings in conjunction with Lavon's Commissioners Court;
- 8) Ensure that fraud prevention and abuse practices are in place and being implemented.
- 9) Provide ongoing guidance to maximize funding;
- 10) Coordinate and manage deliverables with the United States Department of Treasury and/or other state agencies;
- 11) Assist with TDEM, United States Department of Treasury and/or other federal grants reporting Requirements;
- 12) Generate time extension requests to the United States Department of Treasury and/or other federal grants and TDEM and/or state agency when necessary so that eligibility is not forfeited;
- 13) Review data and records for compliance with federal requirements including assistance in document retention strategy and schedules;
- 14) Assist in retrieving any necessary legal documents necessary for proper filing;
- 15) Assist in responding to Requests for Information from the United States Department of Treasury and/or other federal grants and TDEM and/or state agencies;
- 16) Track and report the status of the United States Department of Treasury/TDEM and/or other state agencies reimbursement and serve as a co-liaison between the United States Department of Treasury/TDEM and/or other state agencies and the Lavon;
- 17) Coordinate with the Lavon staff to obtain all costs and necessary backup documentation;
- 18) Assist with the submission of appeals for United States Department of Treasury/TDEM and/or other state agencies;
- 19) Provide detailed and periodic management reports on the status of the program including developments, revisions, submissions, approval, open issues and financial overview, etc.;
- 20) Provide cash management reports showing the projected schedule for expenditures and the actual status of the expenditures;
- 21) Review, advise and assist on the management of the closeout process;
- 22) Enter expenses and reporting in the grant portal;
- 23) Provide and prepare public procurement documentation and any additional procurement assistance, including but not limited to preparing written requests for qualification, request for proposals, or other applicable procurement processes for identified projects that align with the program, all in compliance with Federal and State Law;
- 24) Assist with the procurement of services, materials, rental/lease equipment, professional design services, or other items needed to implement grant projects—may include multiple bids for contracted work for various projects (in conjunction with the City of Lavon);

- 25) Assist with any and all applicable procurement processes as required by the Federal Grant and the State of Texas;
- 26) Labor and procurement duties including but not limited to ensure compliance with all relevant labor standards regulations and procurement regulations and policies.
- 27) If necessary, assist with preparation of construction and/or material contracts;
- 28) Research, assist, coordinate and report any HUB/MWBE program requirements;
- 29) Provide labor standards compliance for all contracted work in conformance with Federal and the State of Texas Government Code Title 10, Chapter 2258, including on-site employee interviews, review of all contractor payrolls, wage determination, calculation of wage restitution, etc., as applicable;
- 30) Assist with documentation of any project related force account (City crew and equipment) hours and costs;
- 31) Review of all contractor or materials invoices for compliance with financial reporting requirements;
- 32) Assist in preparing Certifications and back-up documents related to individual projects for signature by local officials;
- 33) Provide and present periodic reports for Commissioners Court regarding each project's status
- 34) Coordinate with the City's financial officers and staff on project-specific cost accounting and tracking;
- 35) Prepare summary of allowable costs and amounts reimbursed from the fund in compliance with Federal and State Uniform Grant Management Standards for each project;
- 36) Assist in preparation of amendments to Agreements and revisions to other Program Management Services as may be required by Grant or City;
- 37) Assist with any and all audit services and requirements;

**PART III
PAYMENT SCHEDULE**

PROFESSIONAL MANAGEMENT SERVICES

The City shall reimburse TRAYLOR & ASSOCIATES for management/administrative services provided, for completion of the following in amounts based upon satisfactory completion of identified milestones:

PROGRAM MANAGEMENT/PROJECT DELIVERY	
Milestone / Task	% of Contract Fee
• Establishment of Recordkeeping System	10%
• 25 % of project funds expended	20%
• 50 % of project funds expended	20%
• 75 % of project funds expended	20%
• 100 % of project funds expended	20%
• Filing of all Required Program Close-out Information	10%
Total	100%

PART IV
TERMS AND CONDITIONS

1. Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract by the Contractor, and the City may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the City. The City may at any time and for any reason terminate Contractor's services and work at the City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by the City; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against the City for any additional compensation or damages in the event of such termination and payment.

3. Changes. The City may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TDEM program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.
 - a. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Contractor shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
7. Reports and Information. The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Contractor shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
11. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement. The Contractor shall comply with all terms set out in **Exhibit B**, attached hereto and incorporated as if fully set forth herein, to the effect that such provisions apply to this Agreement.
12. Conflicts of interest.
 - a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the award between the United States Department of Treasury and/or other agencies and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or

implementation of the award between the United States Department of Treasury and/or other agencies and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

- c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the award between the United States Department of Treasury and/or other agencies and the City or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the award between the United States Department of Treasury and/or other agencies and the City or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.
13. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
14. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

15. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

41 CFR 60-1.4 Equal opportunity clause.

(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor

or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

[80 FR 54975, Sept. 11, 2015]

16. Fair Housing Act. Title VIII of the Civil Rights Act of 1968, prohibits discrimination in housing on the grounds of race, color, religion, sex, or national origin, sex, familial status, or disability.

17. Title VI of the Civil Rights Act of 1964. The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
18. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
 - a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - b. Affirmative steps must include:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
20. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

21. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
22. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

23. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
24. Americans with Disabilities Act. Contractor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101 et seq. and any properly promulgated rules and regulations related thereto.
25. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

Exhibit A
Insurance Requirements

A. Before commencing work, Contractor shall, at its own expense, procure, pay for and maintain during the term of this Agreement the following insurance written by companies approved by the state of Texas with an A.M. Best rating of at least A and acceptable to the City. Contractor shall furnish to the City certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number. Subscriber has the right to a copy of the full policy. The City shall be listed as an additional insured under all liability policies except for professional & automobile liability policies.

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Continuing Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.

2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.

3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.

4. Cyber Risk Insurance (including professional oversight liability), covering acts, errors, and omissions arising out of operations or services with minimum limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate.

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

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

1. A waiver of subrogation endorsement shall be added to Contractor's workers' compensation policies to eliminate the potential that the workers' compensation insurer will subrogate against the City, its officials, employees, and officers and shall be contained in the Workers' Compensation insurance policy.

2. The City, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.

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

C. All insurance shall be purchased from an insurance company that meets a financial rating of at least A or better.

Other Insurance Provisions

1. The City is to be named as an additional insured on the Commercial General Liability Insurance policy. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to bid coverage on its behalf.
2. Insurance is to be placed with insurers with a Best rating of no less than A. The company must also be duly authorized to transact business in the State of Texas.
3. Workers' Compensation and Employers' Liability Coverage: Statutory. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.
4. Insurance Certificate must be submitted and issued with the City listed as the certificate holder.

Exhibit B
State Statutes

1. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, Contractor 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. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

2. Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Agreement constitutes a contract for the purchase of goods or services having a value of at least \$100,000 that is paid wholly or partly from public funds for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, Contractor 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), Texas Government Code (as added by SB 19). Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

3. Certifications Regarding Terrorist Organizations and Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2252.151-.154 Texas Government Code, Contractor hereby certifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Texas Government Code, Contractor and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel, and agrees that it will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex. Gov't Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102)

The foregoing verification is made solely to comply with Chapter 2271, Texas Government Code, as amended, to the extent the applicable provision in Chapter 2271.001, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification for Section, "boycott Israel" shall have the meaning assigned to such term in Section 808.001(1), Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

4. Required cyber-security training. To the extent that Contractor, including its subcontractors, officers, or employees, will have access to the City's computer system or database, then Section 2054.5192, Texas Government Code requires the Contractor and its subcontractors, officers, or employees to complete a cybersecurity training program certified under Section 2054.519, Texas Government Code and selected by the City. The cybersecurity training program must be completed by Contractor and its subcontractors, officers, or employees during the term and any renewal period of the contract.



CITY OF LAVON Agenda Brief

MEETING: February 15, 2022

ITEM: 6 – C

Item:

CONSENT AGENDA

Authorize a program for drainage repairs in the Grand Heritage Club Addition and Windmill Estates Addition not to exceed \$49,000.

Background Information:

The Public Works Department obtained a proposal for a program of drainage repairs in Grand Heritage Club and Windmills Estates. Once authorized, work is anticipated to begin immediately. Two equally acceptable options were quoted for the three locations, one being \$57,000 and the other \$49,000.

The recommended option is the \$49,000 using flowable fill.

Financial Implication:

Funding for the repairs is available in the Capital Improvements Plan budget in Project CIP-3 North Geren/Windmill Drainage and in the General Fund.

Staff Notes:

Approval is recommended.

Attachments: Proposed program

Kim Dobbs

From: David Carter
Sent: Friday, February 11, 2022 11:43 AM
To: Kim Dobbs
Subject: Fw: Drainage Repairs

From: Francisco Rangel <francisco.rangel@grodconstruction.com>
Sent: Friday, January 28, 2022 2:52 PM
To: David Carter <dcarter@lavontx.gov>
Cc: Carlos Rangel <carlos.rangel@grodconstruction.com>
Subject: Drainage Repairs

David, the price for the 3 locations including the removal of concrete, placing Cement Treated Sand And pouring concrete back on the Fanning Location is \$57,000.00 & the Price to use flowable fill is \$49,000.00 material is more expensive to use flowable fill but it's less labor and less machinery. Let me know if you have any questions.

Thank you,

Francisco Rangel, Estimator



GRod Construction, LLC
889 E. Rock Island Avenue
Boyd, TX 76023
Off. 682-302-3219
Fax. 682-204-0191



CITY OF LAVON Agenda Brief

MEETING: February 15, 2022

ITEM: 6 - D

Item:

CONSENT AGENDA

Receive the City of Lavon Police Department 2021 Racial Profiling Report.

Background:

The Texas Occupations Code 1701.164 specifies that the Texas Commission on Law Enforcement (TCOLE) collect incident-based data in accordance with the Code of Criminal Procedure Article 2.131 – 2.138. Chief administrators of law enforcement agencies that meet the criteria must submit racial profiling reports to *their governing body*, as well as TCOLE.

The Lavon Police Department presents the City Council the enclosed Racial Profiling Report for 2021. If there are any questions, please contact Police Chief Mike Jones at mjones@lavontx.gov.

Staff Notes:

No action is required of the City Council.

Attachments: Racial Profiling Report

LAVON POLICE DEPARTMENT

Motor Vehicle Racial Profiling Information 2021

Total stops = 896 = 100%

Street address or approximate location of the stop

City street:	193
US highway:	1
State highway:	344
County road:	43
Private property or other:	315
TOTAL =	896

Was race or ethnicity known prior to stop? = 896 = 100%

Yes:	19	2.12%
No:	877	97.88%

GENDER: Female = 293

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	6	2.05%
White:	186	63.48%
Hispanic/Latino:	65	22.18%
Black:	36	12.29%

GENDER: Male = 603

Alaska Native/American Indian:	1	0.01%
Asian/Pacific Islander:	29	4.83%
White:	334	55.41%
Hispanic/Latino:	162	26.89%
Black:	77	12.86%

Reason for stop?

Violation of law = 7

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	2	28.57%
White:	5	71.43%
Hispanic/Latino:	0	0.00%

Preexisting knowledge = 0

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	0	0.00%
White:	0	0.00%
Hispanic/Latino:	0	0.00%

Moving traffic violation = 671

Alaska Native/American Indian:	1	0.01%
Asian/Pacific Islander:	30	4.52%
Black:	83	12.42%
White:	383	57.30%
Hispanic/Latino:	174	25.75%

Vehicle traffic violation = 218

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	53	2.29%
Black:	28	12.84%
White :	132	61.50%
Hispanic/Latino:	53	24.37%

Was a search conducted?

Yes = 26

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	4	15.40%
Black:	4	15.40%
White:	12	46.18%
Hispanic/Latino:	6	23.02%

No = 870

Alaska Native/American Indian:	1	0.01%
Asian/Pacific Islander:	31	3.56%
Black:	109	12.53%
White:	508	58.41%
Hispanic/Latino:	221	25.40%

Reason for Search?

Consent = 6

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	1	16.67%
White:	2	33.33%
Hispanic/Latino:	3	50.00%

Contraband in plain view = 3

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	1	33.33%
Black:	0	0.00%
White:	1	33.34%
Hispanic/Latino:	1	33.33%

Probable cause =6

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	2	33.33%
Black:	2	33.34%
White:	2	33.33%
Hispanic/Latino:	0	0.00%

Inventory = 5

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	1	20.00%
Black:	0	0.00%
White:	4	80.00%
Hispanic/Latino:	0	0.00%

Incident to arrest = 6

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	1	16.67%
White:	3	50.00%
Hispanic/Latino:	2	33.33%

Was Contraband discovered?

Yes = 9

Did the finding result in arrest (total should equal previous column)?

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	3	33.33%
Finding resulted in arrest – yes	0	
Finding resulted in arrest – no	3	
Black:	2	22.22%
Finding resulted in arrest – yes	0	
Finding resulted in arrest – no	2	
White:	3	33.33%
Finding resulted in arrest – yes	0	
Finding resulted in arrest – no	3	
Hispanic/Latino:	1	11.12%
Finding resulted in arrest – yes	0	
Finding resulted in arrest – no	1	

No = 17

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	1	5.88%
Black:	2	11.76%
White:	9	52.94%
Hispanic/Latino:	5	29.42%

Description of contraband

Drugs = 8

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	2	25.00%
Black:	2	25.00%
White:	3	37.50%
Hispanic/Latino:	1	12.50%

Currency = 0

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	0	0.00%
White :	0	0.00%
Hispanic/Latino:	0	0.00%

Weapons = 0

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	0	0.00%
White:	0	0.00%
Hispanic/Latino:	0	0.00%

Alcohol = 0

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	0	0.00%
White:	0	0.00%
Hispanic/ Latino:	0	0.00%

Stolen property = 0

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	0	0.00%
White:	0	0.00%
Hispanic/Latino:	0	0.00%

Other = 1

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	1	0.00%
Black:	0	0.00%
White:	0	0.00%
Hispanic/Latino:	0	0.00%

Result of the stop

Verbal warning = 11

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	3	27.27%
White:	5	45.46%
Hispanic/Latino:	3	22.27%

Written warning = 468

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	17	3.63%
Black:	73	15.61%
White:	297	63.46%
Hispanic/Latino:	81	17.30%

Citation = 394

Alaska Native/American Indian:	1	0.01%
Asian/Pacific Islander:	17	4.31%
Black:	35	8.88%
White:	205	52.03%
Hispanic/Latino:	137	34.774%

Written warning and arrest = 13

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	1	7.70%
Black:	1	7.70%
White:	8	61.52%
Hispanic/Latino:	3	23.08%

Citation and arrest = 10

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	1	10.00%
White:	5	50.00%
Hispanic/Latino:	4	40.00%

Arrest = 0

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	0	0.00%
White:	0	0.00%
Hispanic/ Latino:	0	0.00%

Arrest based on:

Violation of Penal Code = 17

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	1	5.90%
Black:	2	11.72%
White:	9	52.96%
Hispanic/Latino:	5	29.42%

Violation of Traffic Law = 0

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	0	0.00%
White:	0	0.00%
Hispanic/Latino:	0	0.00%

Violation of City Ordinance	0	
Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	0	0.00%
White:	0	0.00%
Hispanic/Latino:	0	0.00%

Outstanding Warrant = 6

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	0	0.00%
White:	4	66.67%
Hispanic/Latino:	2	33.33%

Was physical force resulting in bodily injury used during stop?

Yes = 0

Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	0	0.00%
White:	0	0.00%
Hispanic/Latino:	0	0.00%

No = 896

Alaska Native/American Indian:	1	0.01%
Asian/Pacific Islander:	35	3.93%
Black:	113	12.63%
White:	520	58.07%
Hispanic/Latino:	227	25.36%

Number of complaints of racial profiling = 0

Resulted in disciplinary action: 0 0.00%

Did not result in disciplinary action: 0 0.00%



CITY OF LAVON Agenda Brief

MEETING: February 15, 2022

ITEM: 7 – A

Item:

Discussion and action regarding Ordinance No. **2022-02-07** annexing approximately 376.758 acres of land in the extraterritorial jurisdiction referred to as Elevon, Section 2, Phases 2A-2E and described as part of the Samuel M. Rainer Survey, Abstract No. 740 and the portion of County Road 541 and adjacent right-of-way abutting the property into the corporate limits of the City of Lavon, Collin County, Texas.

Background:

The owners of approximately 376.758 acres of property proposed as the Elevon development situated in the extraterritorial jurisdiction (ETJ) of the City of Lavon desire to annex into the City of Lavon and submitted a petition to do so. The state law provides that a city may annex property on the request of the owner, the provisions of which are detailed in the Texas Local Government Code.

State law requires the annexation of roadways adjacent to and abutting annexed property.

Code Excerpt:

**TEXAS LOCAL GOVERNMENT CODE
SUBCHAPTER C-3. ANNEXATION OF AREA ON REQUEST OF OWNERS**

Sec. 43.0671. AUTHORITY TO ANNEX AREA ON REQUEST OF OWNERS.

Notwithstanding Subchapter C-4 or C-5, a municipality may annex an area if each owner of land in the area requests the annexation.

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

(b) The agreement must include:

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

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

Sec. 43.0673. PUBLIC HEARING. (a) Before a municipality may adopt an ordinance annexing an area under this subchapter section, the governing body of the municipality must conduct one public hearing.

Sec. 43.106 ANNEXATION OF COUNTY ROADS REQUIRED IN CERTAIN CIRCUMSTANCES (a) A municipality that proposes to annex any portion of a county road or territory that abuts a county road must also annex the entire width of the county road and the adjacent right-of-way on both sides of the county road.

The City and landowners executed a Municipal Services Agreement setting out the provision of municipal services to the annexed area and the City Council scheduled a public hearing to receive comments regarding the proposed annexation.

Notice of the public hearing was published and posted in accordance with state law and written notice was provided to the school district and service providers as required. A public hearing regarding the proposed annexation was conducted on January 18, 2022. No one spoke in favor of or opposition to the petition or annexation.

Pursuant to state law, the annexation ordinance may be adopted after the public hearing is conducted.

Financial Implications:

Municipal services may be provided within existing budgeted levels and pursuant to a development agreement.

Staff Notes:

Approval is recommended.

Attachments: 1. Proposed Ordinance
2. Location exhibit

CITY OF LAVON
ORDINANCE NO. 2022-02-07

Annexation – 376.758 acres and portions of adjacent road – Elevon, Section 2, Ph 2A-2E

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY INTO THE CITY OF LAVON, COLLIN COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS AND REGULATIONS OF THE CITY; INCORPORATING AN EXECUTED MUNICIPAL SERVICES AGREEMENT; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION INCLUDING A PUBLIC HEARING, NOTICES AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lavon, Texas (“City”) is authorized, pursuant to Chapter 43 of the Texas Local Government Code to annex territory and extend the corporate limits of the City, subject to state law; and

WHEREAS, state law requires that county roads adjacent to annexation areas shall also be annexed;

WHEREAS, the property owners have requested by petition to voluntarily annex and the City desires to annex certain territory described herein (the “Property”); and

WHEREAS, all of the Property described herein is contiguous to and within the exclusive extraterritorial jurisdiction of the City; and

WHEREAS, all required notices, a public hearing, and all requirements for such annexation have been provided, held, and met in accordance with applicable law; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, a Municipal Services Agreement has been executed; and

WHEREAS, the City Council of the City of Lavon finds and determines that annexation of the Property hereinafter described is in the best interests of the citizens of the City of Lavon and the owners and residents of the area.

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

SECTION 1. Findings. It is hereby officially determined that the findings and recitations contained above in the preamble of this ordinance are true and correct and are incorporated herein by reference.

SECTION 2. Annexation. That the following described territory, to wit:

Being 376.758 acres 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 adjacent right-of-way abutting the property within the extraterritorial jurisdiction of the City of Lavon, Collin County, Texas, described in the attached Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof.

be and the same is hereby annexed into the City of Lavon, Collin County, Texas, and that the boundary limits of the City of Lavon, Texas, be and the same are hereby extended to include the above-described territory within the city limits of the City of Lavon, and that same shall hereafter be included within the territorial limits of said City and said land and the inhabitants thereof shall be hereafter entitled to all rights and privileges of all other citizens of the City of Lavon, Texas, and shall be bound by the ordinances, resolutions, acts and regulations of the City.

SECTION 3. Municipal Services Agreement. The City Council entered into a written Municipal Services Agreement with the property owner prepared in accordance with applicable provision of state law which is attached hereto as Exhibit "C" and is hereby incorporated herein by reference and adopted as part of this ordinance and the same shall govern the delivery of municipal services to the annexed territory.

SECTION 4. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Property as part of the City of Lavon. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

SECTION 5. Severability Clause. It is hereby declared by the City Council of the City of Lavon that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance.

SECTION 6. Cumulative Clause. This ordinance shall be cumulative of all provisions of ordinances of the City of Lavon except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 7. Public Meeting. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

SECTION 8. Filing Instructions. The City Secretary is hereby directed to file a certified copy of this ordinance with the County Clerk of Collin County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 9. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval by the City Council of the City of Lavon, Texas.

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas, this 15th day of February 2022.

Vicki Sanson
Mayor

ATTEST:

Rae Norton
City Secretary

EXHIBIT A - DESCRIPTION OF AREA

LEGAL DESCRIPTION

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 a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found 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 one-half inch iron rod found for corner;

North 01 degrees 07 minutes 18 seconds East, 1,375.04 feet to a three-eighths inch iron rod found for corner;

North 01 degrees 01 minutes 24 seconds East, 240.18 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found at the northwest corner of said 180.339 acre tract, said point also being in the south line of said 472.8955 acre tract;

THENCE 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 1,576.39 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 88 degrees 52 minutes 39 seconds East, 649.89 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 70 degrees 37 minutes 18 seconds East, 252.27 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 58 degrees 06 minutes 24 seconds East, 454.01 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 81 degrees 00 minutes 14 seconds East, 273.36 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 20 degrees 23 minutes 20 seconds East, 149.63 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 86 degrees 39 minutes 17 seconds East, 326.44 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 02 degrees 14 minutes 27 seconds East, 149.62 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 50 degrees 45 minutes 14 seconds East, 210.82 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 88 degrees 55 minutes 55 seconds East, 423.69 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 85 degrees 19 minutes 02 seconds East, 780.24 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 88 degrees 10 minutes 40 seconds East, 481.32 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 57 degrees 19 minutes 17 seconds East, 211.03 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 32 degrees 40 minutes 43 seconds East, 126.45 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 15 degrees 53 minutes 22 seconds West, 13.34 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 63 degrees 02 minutes 13 seconds West, 12.06 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 26 degrees 31 minutes 02 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 372.60 feet along a curve to the right having a central angle of 25 degrees 52 minutes 38 seconds, a radius of 825.00 feet, a tangent of 189.54 feet and whose chord bears South 50 degrees 32 minutes 39 seconds East, 369.45 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 52 degrees 23 minutes 40 seconds East, 228.59 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 27 degrees 23 minutes 01 seconds East, 204.73 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 89 degrees 59 minutes 16 seconds East, 238.16 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 46 degrees 40 minutes 06 seconds East, 327.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 188.34 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 15.14 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 91.32 feet to a one-half inch iron rod with yellow cap set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 24.19 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 11 degrees 36 minutes 37 seconds West, 30.55 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 15 degrees 04 minutes 19 seconds West, 47.37 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 17 degrees 59 minutes 18 seconds West, 18.28 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 18 degrees 48 minutes 02 seconds West, 186.21 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 19 degrees 49 minutes 03 seconds West, 50.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 21 degrees 41 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 23 degrees 24 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 25 degrees 07 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 26 degrees 16 minutes 04 seconds West, 14.20 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 26 degrees 33 minutes 05 seconds West, 330.74 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 35 degrees 41 minutes 29 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northwesterly, 122.12 feet along a curve to the left having a central angle of 05 degrees 07 minutes 33 seconds, a radius of 1,365.00 feet, a tangent of 61.10 feet, and whose chord bears North 56 degrees 52 minutes 18 seconds West, 122.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 30 degrees 33 minutes 56 seconds West, 120.15 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 60 degrees 06 minutes 27 seconds East, 9.84 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 57 degrees 51 minutes 21 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 55 degrees 35 minutes 59 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 53 degrees 34 minutes 53 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 51 degrees 29 minutes 01 seconds East, 48.94 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 49 degrees 23 minutes 06 seconds East, 48.96 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 47 degrees 17 minutes 09 seconds East, 48.98 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 45 degrees 11 minutes 07 seconds East, 49.01 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 43 degrees 05 minutes 01 seconds East, 49.04 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 40 degrees 58 minutes 50 seconds East, 49.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 38 degrees 53 minutes 17 seconds East, 48.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 36 degrees 52 minutes 59 seconds East, 45.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 33 degrees 57 minutes 44 seconds East, 91.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 19 degrees 19 minutes 42 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 118.08 feet along a curve to the left having a central angle of 06 degrees 19 minutes 23 seconds, a radius of 1,070.00 feet, a tangent of 59.10 feet, and whose chord bears South 67 degrees 30 minutes 37 seconds West, 118.02 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 25 degrees 39 minutes 05 seconds East, 120.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northeasterly, 439.75 feet along a curve to the right having a central angle of 26 degrees 31 minutes 19 seconds, a radius of 950.00 feet, a tangent of 223.89 feet, and whose chord bears North 77 degrees 36 minutes 35 seconds East, 435.83 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 52 minutes 14 seconds West, 100.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 563.09 feet along a curve to the left having a central angle of 37 degrees 57 minutes 22 seconds, a radius of 850.00 feet, a tangent of 292.31 feet, and whose chord bears South 71 degrees 53 minutes 33 seconds West, 552.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 52 degrees 54 minutes 52 seconds West, 981.17 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 733.92 feet along a curve to the right having a central angle of 30 degrees 02 minutes 09 seconds, a radius of 1,400.00 feet, a tangent of 375.60 feet, and whose chord bears South 67 degrees 55 minutes 57 seconds West, 725.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 05 degrees 37 minutes 01 seconds East, 563.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 55.96 feet along a curve to the left having a central angle of 06 degrees 32 minutes 37 seconds, a radius of 490.00 feet, a tangent of 28.01 feet, and whose chord bears South 08 degrees 53 minutes 20 seconds East, 55.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 231.51 feet along a curve to the right having a central angle of 12 degrees 41 minutes 36 seconds, a radius of 1,045.00 feet, a tangent of 116.23 feet, and whose chord bears South 05 degrees 48 minutes 51 seconds East, 231.03 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 31 minutes 57 seconds West, 66.59 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner 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, 479.74 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 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 cap stamped "USA INC. PROP. COR" found for corner;

THENCE North 89 degrees 23 minutes 25 seconds West, 705.75 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point also being the southeast corner of that called 1.05 acre tract of land described in deed to Donald Stiles as recorded in Document Number 20200821001383600, Official Public Records of Collin County, Texas;

THENCE along the common lines of said 180.339 acre tract and said 1.05 acre tract as follows:

North 00 degrees 45 minutes 47 seconds East, 253.51 feet to a five-eighths inch iron rod found for corner

North 87 degrees 47 minutes 23 seconds West, 180.66 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found for corner;

South 00 degrees 37 minutes 46 seconds West, 257.91 feet to a one-half inch iron rod found at the southwest corner of said 1.05 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 10 minutes 57 seconds West, 848.67 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to the POINT OF BEGINNING and containing 16,411,571 square feet or 376.758 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.

EXHIBIT B - MAP

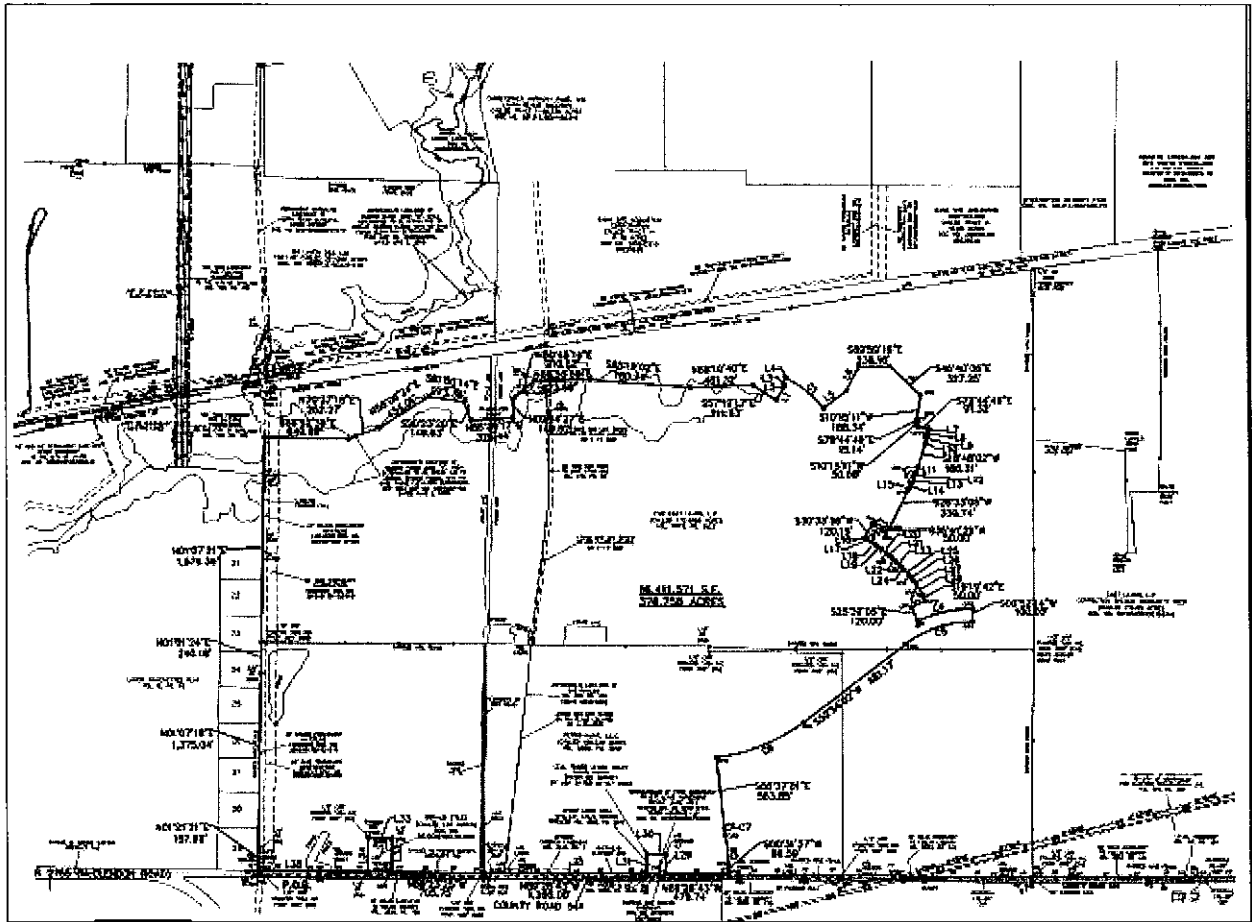


EXHIBIT C - MUNICIPAL SERVICES AGREEMENT

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

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

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

WHEREAS, each of the undersigned Owners owns a parcel of real property (the "Property") in Collin County, Texas, legally described as _____, and which together are more particularly described on Exhibit "A" attached hereto; and

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

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

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

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

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

Section 2. The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **the Owner who signs this Agreement covenants and agrees, solely as to the portion of the Property owned by such Owner and not as to any portion of the Property, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person**

claiming an ownership interest in such Owner's portion of the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

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

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

Section 5. The Owner acknowledges that the City's codes, ordinances, regulations and policies ("Regulations") that apply throughout the City, including the Property, may be reviewed at City Hall and at www.cityoflavon.com and, each Owner, solely as to the portion of the Property owned by such Owner, shall adhere to all such regulations in development of the Property.

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

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

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

accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

To City:

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

With Copy to:

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

To Owner:

K.Hovnanian DFW Elevon, LLC
5808 W. Plano Parkway
Plano, Texas 75093
Attn: Mr. Rick Trotter and Lorena Reyna
Phone: (469) 737-1426
Email: rtrotter@khov.com
Email: lreyna@khov.com

Jabez Development, LP
1038 Texas Trail
Grapevine, Texas 76051
Attn: Darrel Amen
Phone: (817) 507-1100
Email: darrel.amen@historymaker.com

GRBK Edgewood, LLC
2805 Dallas Parkway, Suite 400
Plano, Texas 75093
Attn: Jed Dolson and Bobby Samuel
Phone: (469) 573-6755
Email: jdolson@greenbrickpartners.com
Email: bsamuel@greenbrickpartners.com

UnionMain Homes, LLC
5001 LBJ Freeway, Suite 450
Dallas, Texas 75244
Attn: Dennis Pitt
Phone: (972) 200-3122
Email: dpitt@jtgholdings.com

Qualico Developments (U.S.), Inc.
14400 The Lakes Blvd. Bldg. C, Suite 200
Austin, Texas 78660
Attn: Tom Lynch
Phone: (512) 703-9414
Email: tlynch@pacesetterhomes.com

WITH COPY TO:

MA Elevon 429, LLC
15443 Knoll Trail Dr., Suite 130
Dallas, Texas 75248
Attn: John Marlin
Phone: (972) 715-6449
Email: jmarlin@madev.com

Section 9. A certified copy of this Agreement shall be recorded in the real property records of Collin County, Texas, and this Agreement shall constitute a covenant that runs with the Property. Each Owner has executed this Agreement solely as to the portion of the Property owned by them and is not liable or responsible for any breach or default by any other Owner.

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

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

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

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

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

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

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

Entered into this 16 day of December, 2021.

SIGNATURES ON FOLLOWING PAGE(S)

CITY OF LAVON

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

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 20____, by Vicki Sanson, Mayor of the City of Lavon, Texas on behalf of said City.

Notary Public in and for the State of TEXAS

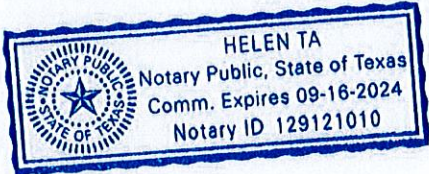
OWNER: K. HOVNANIAN DFW ELEVON, LLC

By: [Signature]
Name: Authorized Agent of Owner
Title: Division President
Date: 12-17-21

THE STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on December 17, 2021, by K. Hovnanian DFW Elevon, LLC, owner of said Property.

[Signature]
Notary Public in and for the State of TEXAS



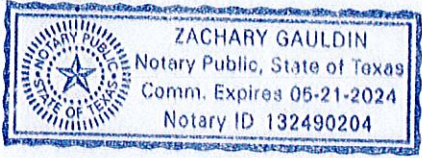
OWNER: ~~HMH/STRATFORD ELEVON JV, LLC~~

By: [Signature]
Name: Authorized Agent of Owner
Title: Manager
Date: 12/17/2021

THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on December 17, 2021, by HMH/Stratford Elevon JV, LLC, owner of said Property.

[Signature]
Notary Public in and for the State of TEXAS



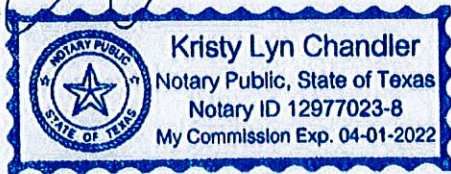
OWNER: GRBK EDGEWOOD LLC

By: *BS*
Name: Bobby Samuel
Title: Vice President
Date: 12/15/2021

THE STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on December 15, 2021, by Bobby Samuel, Vice President of GRBK Edgewood, LLC, owner of said Property.

Kristy Lyn Chandler
Notary Public in and for the State of TEXAS



OWNER: UMH DEVELOPMENT, LLC

By: *[Signature]*
Name: Authorized Agent of Owner
Title: *Manager*
Date: *12/16/21*

THE STATE OF TEXAS §
 §
COUNTY OF *Dallas* §

This instrument was acknowledged before me on *December 16th*, 20*21*, by UMH Development, LLC, owner of said Property.

Maria Fanny Almanza
Notary Public in and for the State of TEXAS



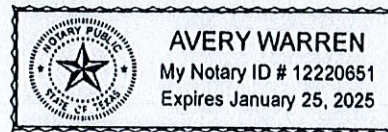
OWNER: QUALICO DEVELOPMENTS (U.S.), INC.

By: John U. [Signature]
Name: Authorized Agent of Owner
Title: Asst. Secretary
Date: 12/17/21

THE STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on December 17th, 20 21, by Qualico Developments (U.S.), Inc., owner of said Property.

[Signature]
Notary Public in and for the State of TEXAS



OWNER: MA ELEVON 429, LLC

By: *[Signature]*
Name: Authorized Agent of Owner
Title: Manager
Date: 12/17/2021

THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on December 17, 2021, by MA Elevon 429, LLC, owner of said Property.

Zachary Gauldin
Notary Public in and for the State of TEXAS

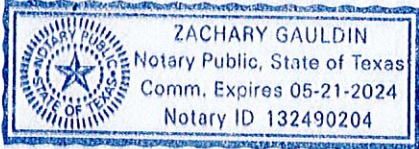


EXHIBIT "A"
Property Description and Depiction

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 a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found 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 one-half inch iron rod found for corner;

North 01 degrees 07 minutes 18 seconds East, 1,375.04 feet to a three-eighths inch iron rod found for corner;

North 01 degrees 01 minutes 24 seconds East, 240.18 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found at the northwest corner of said 180.339 acre tract, said point also being in the south line of said 472.8955 acre tract;

THENCE 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 1,576.39 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 88 degrees 52 minutes 39 seconds East, 649.89 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 70 degrees 37 minutes 18 seconds East, 252..27 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 58 degrees 06 minutes 24 seconds East, 454.01 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 81 degrees 00 minutes 14 seconds East, 273.36 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 20 degrees 23 minutes 20 seconds East, 149.63 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 86 degrees 39 minutes 17 seconds East, 326.44 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 02 degrees 14 minutes 27 seconds East, 149.62 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 50 degrees 45 minutes 14 seconds East, 210.82 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 88 degrees 55 minutes 55 seconds East, 423.69 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 85 degrees 19 minutes 02 seconds East, 780.24 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 88 degrees 10 minutes 40 seconds East, 481.32 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 57 degrees 19 minutes 17 seconds East, 211.03 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 32 degrees 40 minutes 43 seconds East, 126.45 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 15 degrees 53 minutes 22 seconds West, 13.34 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 63 degrees 02 minutes 13 seconds West, 12.06 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 26 degrees 31 minutes 02 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 372.60 feet along a curve to the right having a central angle of 25 degrees 52 minutes 38 seconds, a radius of 825.00 feet, a tangent of 189.54 feet and whose chord bears South 50 degrees 32 minutes 39 seconds East, 369.45 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 52 degrees 23 minutes 40 seconds East, 228.59 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 27 degrees 23 minutes 01 seconds East, 204.73 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 89 degrees 59 minutes 16 seconds East, 238.16 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 46 degrees 40 minutes 06 seconds East, 327.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 188.34 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 15.14 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 91.32 feet to a one-half inch iron rod with yellow cap set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 24.19 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 11 degrees 36 minutes 37 seconds West, 30.55 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 15 degrees 04 minutes 19 seconds West, 47.37 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 17 degrees 59 minutes 18 seconds West, 18.28 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 18 degrees 48 minutes 02 seconds West, 186.21 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 19 degrees 49 minutes 03 seconds West, 50.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 21 degrees 41 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 23 degrees 24 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 25 degrees 07 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 26 degrees 16 minutes 04 seconds West, 14.20 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 26 degrees 33 minutes 05 seconds West, 330.74 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 35 degrees 41 minutes 29 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northwesterly, 122.12 feet along a curve to the left having a central angle of 05 degrees 07 minutes 33 seconds, a radius of 1,365.00 feet, a tangent of 61.10 feet, and whose chord bears North 56 degrees 52 minutes 18 seconds West, 122.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 30 degrees 33 minutes 56 seconds West, 120.15 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 60 degrees 06 minutes 27 seconds East, 9.84 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 57 degrees 51 minutes 21 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 55 degrees 35 minutes 59 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 53 degrees 34 minutes 53 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 51 degrees 29 minutes 01 seconds East, 48.94 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 49 degrees 23 minutes 06 seconds East, 48.96 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 47 degrees 17 minutes 09 seconds East, 48.98 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 45 degrees 11 minutes 07 seconds East, 49.01 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 43 degrees 05 minutes 01 seconds East, 49.04 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 40 degrees 58 minutes 50 seconds East, 49.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 38 degrees 53 minutes 17 seconds East, 48.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 36 degrees 52 minutes 59 seconds East, 45.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 33 degrees 57 minutes 44 seconds East, 91.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 19 degrees 19 minutes 42 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 118.08 feet along a curve to the left having a central angle of 06 degrees 19 minutes 23 seconds, a radius of 1,070.00 feet, a tangent of 59.10 feet, and whose chord bears South 67 degrees 30 minutes 37 seconds West, 118.02 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 25 degrees 39 minutes 05 seconds East, 120.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northeasterly, 439.75 feet along a curve to the right having a central angle of 26 degrees 31 minutes 19 seconds, a radius of 950.00 feet, a tangent of 223.89 feet, and whose chord bears North 77 degrees 36 minutes 35 seconds East, 435.83 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 52 minutes 14 seconds West, 100.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 563.09 feet along a curve to the left having a central angle of 37 degrees 57 minutes 22 seconds, a radius of 850.00 feet, a tangent of 292.31 feet, and whose chord bears South 71 degrees 53 minutes 33 seconds West, 552.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 52 degrees 54 minutes 52 seconds West, 981.17 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 733.92 feet along a curve to the right having a central angle of 30 degrees 02 minutes 09 seconds, a radius of 1,400.00 feet, a tangent of 375.60 feet, and whose chord bears South 67 degrees 55 minutes 57 seconds West, 725.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 05 degrees 37 minutes 01 seconds East, 563.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 55.96 feet along a curve to the left having a central angle of 06 degrees 32 minutes 37 seconds, a radius of 490.00 feet, a tangent of 28.01 feet, and whose chord bears South 08 degrees 53 minutes 20 seconds East, 55.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 231.51 feet along a curve to the right having a central angle of 12 degrees 41 minutes 36 seconds, a radius of 1,045.00 feet, a tangent of 116.23 feet, and whose chord bears South 05 degrees 48 minutes 51 seconds East, 231.03 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 31 minutes 57 seconds West, 66.59 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner 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, 479.74 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 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 cap stamped "USA INC. PROP. COR" found for corner;

THENCE North 89 degrees 23 minutes 25 seconds West, 705.75 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point also being the southeast corner of that called 1.05 acre tract of land described in deed to Donald Stiles as recorded in Document Number 20200821001383600, Official Public Records of Collin County, Texas;

THENCE along the common lines of said 180.339 acre tract and said 1.05 acre tract as follows:

North 00 degrees 45 minutes 47 seconds East, 253.51 feet to a five-eighths inch iron rod found for corner

North 87 degrees 47 minutes 23 seconds West, 180.66 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found for corner;

South 00 degrees 37 minutes 46 seconds West, 257.91 feet to a one-half inch iron rod found at the southwest corner of said 1.05 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 10 minutes 57 seconds West, 848.67 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to the POINT OF BEGINNING and containing 16,411,571 square feet or 376.758 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.

EXHIBIT "B"
Municipal Service Plan

CITY OF LAVON
ANNEXATION SERVICE PLAN

PUBLIC SAFETY SERVICES

FIRE SERVICES

Existing Services: Nevada Volunteer Fire Department

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

POLICE SERVICES

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

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

EMERGENCY MEDICAL SERVICES

Existing Services: AMR

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

CODE ENFORCEMENT SERVICES

Existing Services: None

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

MUNICIPAL SERVICES

PLANNING & ZONING SERVICES

Existing Services: None

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

STORM DRAINAGE SERVICES

Existing Services: None

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

STREET SERVICES

Existing Services: None

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

TRANSPORTATION AND TRAFFIC SERVICES

Existing Services: None

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

PARKS SERVICES

Existing Services: None

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

UTILITY SERVICES

SOLID WASTE COLLECTION SERVICES

Existing Services: None

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

WATER SERVICES

Existing Services: Bear Creek Special Utility District

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

SANITARY SEWER SERVICES

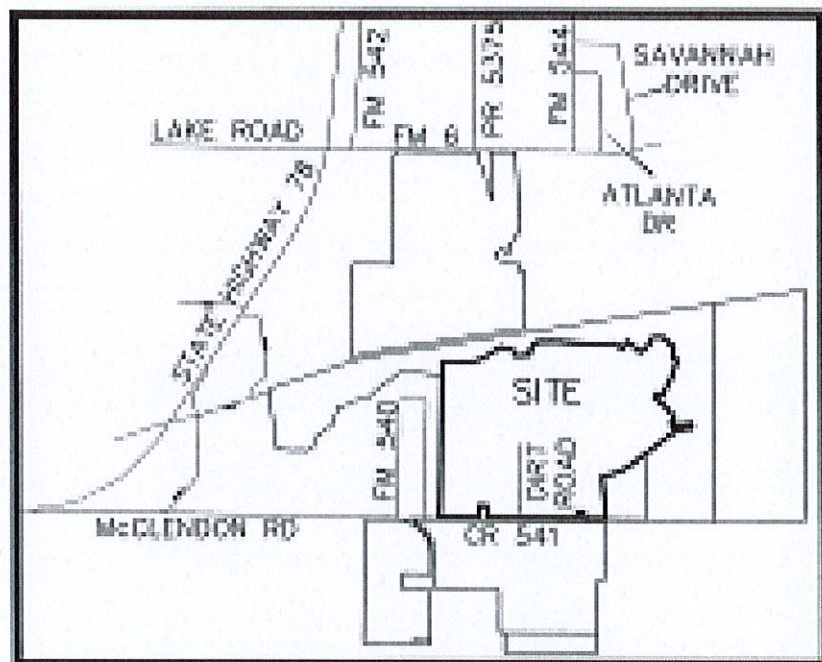
Existing Services: None

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

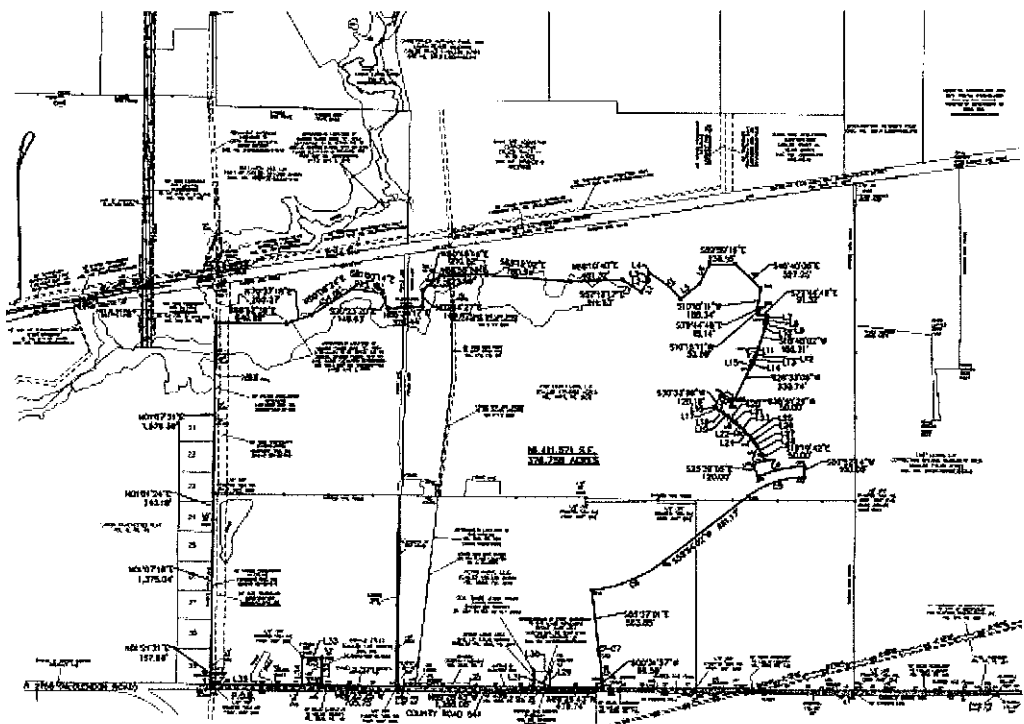
MISCELLANEOUS SERVICES

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

Elevon
Petition
For
Annexation



VICINITY MAP (N.T.S.)



PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

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

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

Attachment A

Legal description of the property, including the metes and bounds

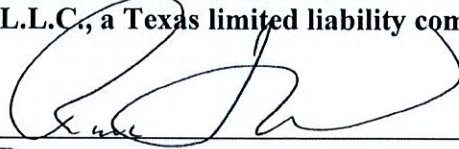
We certify that the above-described tract of land is contiguous and adjacent to the City of Lavon, Texas, is not more than one-half mile in width [only limited by Local Government Code Section 43.028], and that this petition is signed and duly acknowledged by each and every person having an interest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

[Signature pages to follow]

RECEIVED
DEC 17 2021
CITY OF LAVON

LANDOWNER:

**K. HOVNANIAN HOMES DFW ELEVON,
L.L.C., a Texas limited liability company**



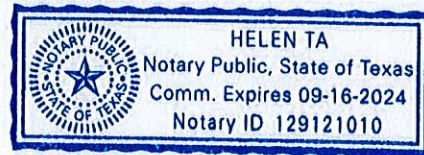
By:
Its:

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on December 17, 2021 by Rick Inster, Division President of K. Hovnanian Homes-DFW, L.L.C., a Texas limited liability company, on behalf of said company.



Notary Public, State of Texas





CITY OF LAVON Agenda Brief

MEETING: February 15, 2022

ITEM: 7 - B

Item:

Discussion, and action regarding an application to change the zoning district classification from temporary Agricultural (A) District to a Planned Development (PD) District consisting of 1,389 residential lots and 37 HOA open space lots, on approximately 376.758 acres of land, the Elevon Addition, Section 2, proposed for annexation and described as part of the 472.8955-acre tract in the Samuel M. Rainer Survey, Abstract No. 740, Collin County, TX, located north of CR 541, east of Lavon Ranchettes, and south of the NETEX right of way in Abston Hills MUD 1-B and 1-D, (CCAD Property IDs 1290178, 1290169, 1290203, 1290132, 2032794, 1290150) and accompanying Ordinance No. 2022-02-08.

Application Information

- Owner(s):** MA Elevon 429, LLC; GRBK Edgewood, LLC; Qualico Developments (U.S.), Inc. HMH/Stratford Elevon JV, LLC; UMH Development, LLC; K. Hovnanian DFW Elevon, LLC.
- Applicant:** MA Elevon 429, LLC; GRBK Edgewood, LLC; Qualico Developments (U.S.), Inc. HMH/Stratford Elevon JV, LLC; UMH Development, LLC; K. Hovnanian DFW Elevon, LLC.
- Representative:** Allen Jones, Manager, MA Elevon 429, LLC
- Location:** North of CR 541, east of Lavon Ranchettes, and south of the NETEX right of way in Abston Hills MUD 1-B and 1-D.
- Description:** Part of the 472.8955-acre tract in the Samuel M. Rainer Survey, Abstract No. 740, Collin County, TX, (CCAD Property IDs 1290178, 1290169, 1290203, 1290132, 2032794, 1290150). - 376.758 acres
- Current Zoning:** Upon annexation – Temporary Agricultural (A)
- Request:** Planned Development – PD - residential

Background

Upon annexation, a temporary Agricultural (A) zoning district classification is assigned. The developer applied for Planned Development (PD) zoning to be considered concurrently with the annexation proceedings.

The property is presently in Abston Hills Municipal Utility District 1-B and 1-D with water and sanitary sewer capacity. On September 7, 2021 a preliminary plat for the site, Elevon, Section 2, Phase 2A-2E was approved. Additionally, on November 2, 2021 a final plat was approved for Elevon, Section 2, Elevon Parkway (Onsite). A development agreement was approved on September 21, 2021 that among other things provides for density, a community concept, open space, engineering details, development design standards, and architectural requirements.

Request Details

The proposed concept for Elevon, Section 2 is residential. The site is bound by CR 541 on the south, the NETEX corridor on the north. The residential development is proposed to be developed in several phases with different owners developing each pod and the main developer installing common infrastructure that serves all the pods.

Zoning and Residential Density: The proposed development is situated on 376.758 acres and the proposed lot sizes range in minimum width from 26' to 70'. The proposed overall residential density is 3.69 units per acre.

The distribution of lot sizes is approximately: 56% of the lots with minimum widths of 50' and greater, 35% of the lots with 40'- 45' minimum widths; and 9% of the lots with minimum widths between 26' and 35'.

The proposed housing styles are predominantly single family detached homes and a small number of duplex, and courtyard style detached homes.

The concept plan provides sites for parks, open space, an amenity center, a water tower site, and a school.

Development Design Standards: Specific development standards are outlined in the attachments and include design details and community enhancements. Through a series of collaborative meetings, the applicant satisfied the review notes provided by the City team.

Utilities: The project will be served by the City's wastewater system and by Bear Creek Special Utility District (SUD) and Nevada SUD for water. The developer has obtained commitments to serve from the water providers.

Floodplain: The development does not encroach into or reclaim existing floodplain. The developer will further study the drainage in conjunction with final 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 multiple points of ingress and egress for the residential sections. 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 final 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 various neighborhood park spaces.

Planning and Zoning Commission Report:

MOTION: RECOMMEND APPROVAL OF AN APPLICATION TO CHANGE THE ZONING DISTRICT CLASSIFICATION FROM TEMPORARY AGRICULTURAL (A) DISTRICT TO A PLANNED DEVELOPMENT (PD) DISTRICT CONSISTING OF 1,389 RESIDENTIAL LOTS AND 37 HOA OPEN SPACE LOTS, ON APPROXIMATELY 376.758 ACRES OF LAND, THE ELEVON ADDITION, SECTION 2, PROPOSED FOR ANNEXATION AND DESCRIBED AS PART OF THE 472.8955 ACRE TRACT IN THE SAMUEL M. RAINER SURVEY, ABSTRACT NO. 740, COLLIN COUNTY, TX, LOCATED NORTH OF CR 541, EAST OF LAVON RANCHETTES, AND SOUTH OF THE NETEX RIGHT OF WAY IN ABSTON HILLS MUD 1-B AND 1-D.

MOTION MADE: TIEGS
SECONDED: BEDELL
APPROVED: UNANIMOUS (Absent: Smith)

Staff Notes:

The requisite public hearing notice was published in the newspaper and posted on the website, zoning change signs were placed on the property, and nineteen (19) neighbor notices were mailed to the owners of property located within 200 feet of the applicant's property of which no notices have been returned in favor of or opposition to the application.

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

Approval is recommended.

Attachments: 1. Proposed Ordinance and consent form
2. Application

CITY OF LAVON
ORDINANCE NO. 2022-02-08

Planned Development Zoning – Elevon, Section 2

AN ORDINANCE OF THE CITY OF LAVON, TEXAS, AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY CHANGING THE ZONING CLASSIFICATION FROM AGRICULTURAL DISTRICT TO PLANNED DEVELOPMENT DISTRICT FOR MIXED USES ON APPROXIMATELY 377 ACRES OF LAND, GENERALLY ON THE NORTH SIDE OF COUNTY ROAD 541 AND EAST OF THE LAVON RANCHETTES ADDITION, AND DESCRIBED AS PART OF THE 472.8955 ACRE TRACT IN THE SAMUEL M. RAINER SURVEY, ABSTRACT NO. 740, COLLIN COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “B” AND DEPICTED IN EXHIBIT “A”; AMENDING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY OF \$2,000 PER DAY; PROVIDING SEVERABILITY, SAVINGS, AND CUMULATIVE/ REPEALER CLAUSES; PROVIDING AN EFFECTIVE DATE; FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City of Lavon, Texas (hereinafter referred to as “**City**”) is a Type A General Law Municipality operating under the laws of the State of Texas; and

WHEREAS, the City Council of the City (the “**City Council**”), is authorized and empowered by law, in accordance with Chapter 211 of the Texas Local Government Code, to adopt zoning regulations governing the use of land within the City; and

WHEREAS, the City Council adopted Chapter 9, Article 9.03 of its Code of Ordinances, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the “**Zoning Ordinance**”); and

WHEREAS, owners of the Property hereinafter defined have submitted an application to change the zoning from Agricultural (A) to Planned Development (PD) District, consisting of residential, elementary school and ball fields, amenity center, and parks/open space areas, on approximately 377 acres of land, generally located on the north side of County Road 541 and east of the Lavon Ranchettes Addition, and described as part of the 472.8955-acre tract in the Samuel M. Rainer Survey, Abstract No. 740, Collin County, Texas, located north of CR 541, east of Lavon Ranchettes, and south of the NETEX right of way in the Abston Hills MUD 1-B and 1-D, as more particularly described in **Exhibit “B”** and depicted in **Exhibit “A”** (the “**Property**”); and

WHEREAS, this proposed zoning change is in accordance with the adopted comprehensive plan of the City; and

WHEREAS, the Zoning Ordinance incorporates design standards and building materials standards that are differentially applicable to residential structures and non-residential buildings, and such standards substantially further the preservation of property values and the promotion of economic development within

the City, and establish the character of community development and embody architecturally and, in some contexts, culturally significant features of continuing duration; and

WHEREAS, the Zoning Ordinance also provides for planned development districts, which enable departures from traditional zoning district standards in recognition of the unique character of a development project; and

WHEREAS, the City's policy in creating or amending a planned development district is to incorporate and enhance to the fullest extent feasible the design and building materials standards that are integral to the City's zoning regulations in all planned development districts; and

WHEREAS, the City Council finds and determines that the incorporation of such standards lends long-term viability to the planned development project; and

WHEREAS, the owner and/or developer of the Property has consented in writing to the enforcement of the City's design and building materials standards within the planned development district and waived the statutory provisions in Chapter 3000, Texas Government Code; and

WHEREAS, the Planning and Zoning Commission of the City and the City Council, 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 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 Zoning Ordinance and official zoning map of the City (the "**Zoning Map**") should be amended.

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

SECTION 1. Incorporation of Premises. That all of the above recitals are found to be true and correct and are incorporated into the body of this ordinance as if fully set forth herein.

SECTION 2. Definitions. Definitions shall be those contained in the Zoning Ordinance, Division 3. "Definitions", as amended, unless specifically defined herein

SECTION 3. Zoning Amendment. The Zoning Ordinance is hereby amended to change the zoning of the Property to Planned Development -- mixed use (PD-MU), subject to the following regulations, which exhibits are incorporated as if fully set forth herein, and all applicable City ordinances and regulations governing except as may be modified by this Ordinance:

- | | |
|------------|---------------------------|
| Exhibit C: | Concept and Lot Type Plan |
| Exhibit D: | Development Standards |
| Exhibit E: | Parks/Open Space |

SECTION 4. Zoning Map. The Zoning Map is hereby amended to reflect the established zoning classification designation made herein.

Section 5. Compliance Required. The Property shall be used only in the manner and for the purposes provided for in this Ordinance and the Comprehensive Zoning Ordinance of the City, as amended.

Section 6. Severability Clause. Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 7. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8. 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.

SECTION 9. Open Meeting. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given all as required by Section 551.041 of the Texas Government Code.

SECTION 10. Publication and Effective Date. That this Ordinance shall be in full force and effect immediately upon its adoption and its publication as required by law.

DULY PASSED and APPROVED by the City Council of the City of Lavon, Texas, on this 15th day of February 2022.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary

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EXHIBIT B. LEGAL DESCRIPTION

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 a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found 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 one-half inch iron rod found for corner;

North 01 degrees 07 minutes 18 seconds East, 1,375.04 feet to a three-eighths inch iron rod found for corner;

North 01 degrees 01 minutes 24 seconds East, 240.18 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found at the northwest corner of said 180.339 acre tract, said point also being in the south line of said 472.8955 acre tract;

THENCE 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 1,576.39 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 88 degrees 52 minutes 39 seconds East, 649.89 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 70 degrees 37 minutes 18 seconds East, 252.27 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 58 degrees 06 minutes 24 seconds East, 454.01 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 81 degrees 00 minutes 14 seconds East, 273.36 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 20 degrees 23 minutes 20 seconds East, 149.63 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 86 degrees 39 minutes 17 seconds East, 326.44 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 02 degrees 14 minutes 27 seconds East, 149.62 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 50 degrees 45 minutes 14 seconds East, 210.82 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 88 degrees 55 minutes 55 seconds East, 423.69 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 85 degrees 19 minutes 02 seconds East, 780.24 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 88 degrees 10 minutes 40 seconds East, 481.32 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 57 degrees 19 minutes 17 seconds East, 211.03 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 32 degrees 40 minutes 43 seconds East, 126.45 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 15 degrees 53 minutes 22 seconds West, 13.34 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 63 degrees 02 minutes 13 seconds West, 12.06 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 26 degrees 31 minutes 02 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 372.60 feet along a curve to the right having a central angle of 25 degrees 52 minutes 38 seconds, a radius of 825.00 feet, a tangent of 189.54 feet and whose chord bears South 50 degrees 32 minutes 39 seconds East, 369.45 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 52 degrees 23 minutes 40 seconds East, 228.59 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 27 degrees 23 minutes 01 seconds East, 204.73 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 89 degrees 59 minutes 16 seconds East, 238.16 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 46 degrees 40 minutes 06 seconds East, 327.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 188.34 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 15.14 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 91.32 feet to a one-half inch iron rod with yellow cap set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 24.19 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 11 degrees 36 minutes 37 seconds West, 30.55 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 15 degrees 04 minutes 19 seconds West, 47.37 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 17 degrees 59 minutes 18 seconds West, 18.28 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 18 degrees 48 minutes 02 seconds West, 186.21 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 19 degrees 49 minutes 03 seconds West, 50.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 21 degrees 41 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 23 degrees 24 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 25 degrees 07 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 26 degrees 16 minutes 04 seconds West, 14.20 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 26 degrees 33 minutes 05 seconds West, 330.74 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 35 degrees 41 minutes 29 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northwesterly, 122.12 feet along a curve to the left having a central angle of 05 degrees 07 minutes 33 seconds, a radius of 1,365.00 feet, a tangent of 61.10 feet,

and whose chord bears North 56 degrees 52 minutes 18 seconds West, 122.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 30 degrees 33 minutes 56 seconds West, 120.15 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 60 degrees 06 minutes 27 seconds East, 9.84 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 57 degrees 51 minutes 21 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 55 degrees 35 minutes 59 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 53 degrees 34 minutes 53 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 51 degrees 29 minutes 01 seconds East, 48.94 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 49 degrees 23 minutes 06 seconds East, 48.96 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 47 degrees 17 minutes 09 seconds East, 48.98 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 45 degrees 11 minutes 07 seconds East, 49.01 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 43 degrees 05 minutes 01 seconds East, 49.04 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 40 degrees 58 minutes 50 seconds East, 49.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 38 degrees 53 minutes 17 seconds East, 48.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 36 degrees 52 minutes 59 seconds East, 45.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 33 degrees 57 minutes 44 seconds East, 91.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 19 degrees 19 minutes 42 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 118.08 feet along a curve to the left having a central angle of 06 degrees 19 minutes 23 seconds, a radius of 1,070.00 feet, a tangent of 59.10 feet,

and whose chord bears South 67 degrees 30 minutes 37 seconds West, 118.02 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 25 degrees 39 minutes 05 seconds East, 120.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northeasterly, 439.75 feet along a curve to the right having a central angle of 26 degrees 31 minutes 19 seconds, a radius of 950.00 feet, a tangent of 223.89 feet, and whose chord bears North 77 degrees 36 minutes 35 seconds East, 435.83 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 52 minutes 14 seconds West, 100.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 563.09 feet along a curve to the left having a central angle of 37 degrees 57 minutes 22 seconds, a radius of 850.00 feet, a tangent of 292.31 feet, and whose chord bears South 71 degrees 53 minutes 33 seconds West, 552.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 52 degrees 54 minutes 52 seconds West, 981.17 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 733.92 feet along a curve to the right having a central angle of 30 degrees 02 minutes 09 seconds, a radius of 1,400.00 feet, a tangent of 375.60 feet, and whose chord bears South 67 degrees 55 minutes 57 seconds West, 725.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 05 degrees 37 minutes 01 seconds East, 563.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 55.96 feet along a curve to the left having a central angle of 06 degrees 32 minutes 37 seconds, a radius of 490.00 feet, a tangent of 28.01 feet, and whose chord bears South 08 degrees 53 minutes 20 seconds East, 55.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 231.51 feet along a curve to the right having a central angle of 12 degrees 41 minutes 36 seconds, a radius of 1,045.00 feet, a tangent of 116.23 feet, and whose chord bears South 05 degrees 48 minutes 51 seconds East, 231.03 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 31 minutes 57 seconds West, 66.59 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner 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, 479.74 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 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 cap stamped "USA INC. PROP. COR" found for corner;

THENCE North 89 degrees 23 minutes 25 seconds West, 705.75 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point also being the southeast corner of that called 1.05 acre tract of land described in deed to Donald Stiles as recorded in Document Number 20200821001383600, Official Public Records of Collin County, Texas;

THENCE along the common lines of said 180.339 acre tract and said 1.05 acre tract as follows:

North 00 degrees 45 minutes 47 seconds East, 253.51 feet to a five-eighths inch iron rod found for corner

North 87 degrees 47 minutes 23 seconds West, 180.66 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found for corner;

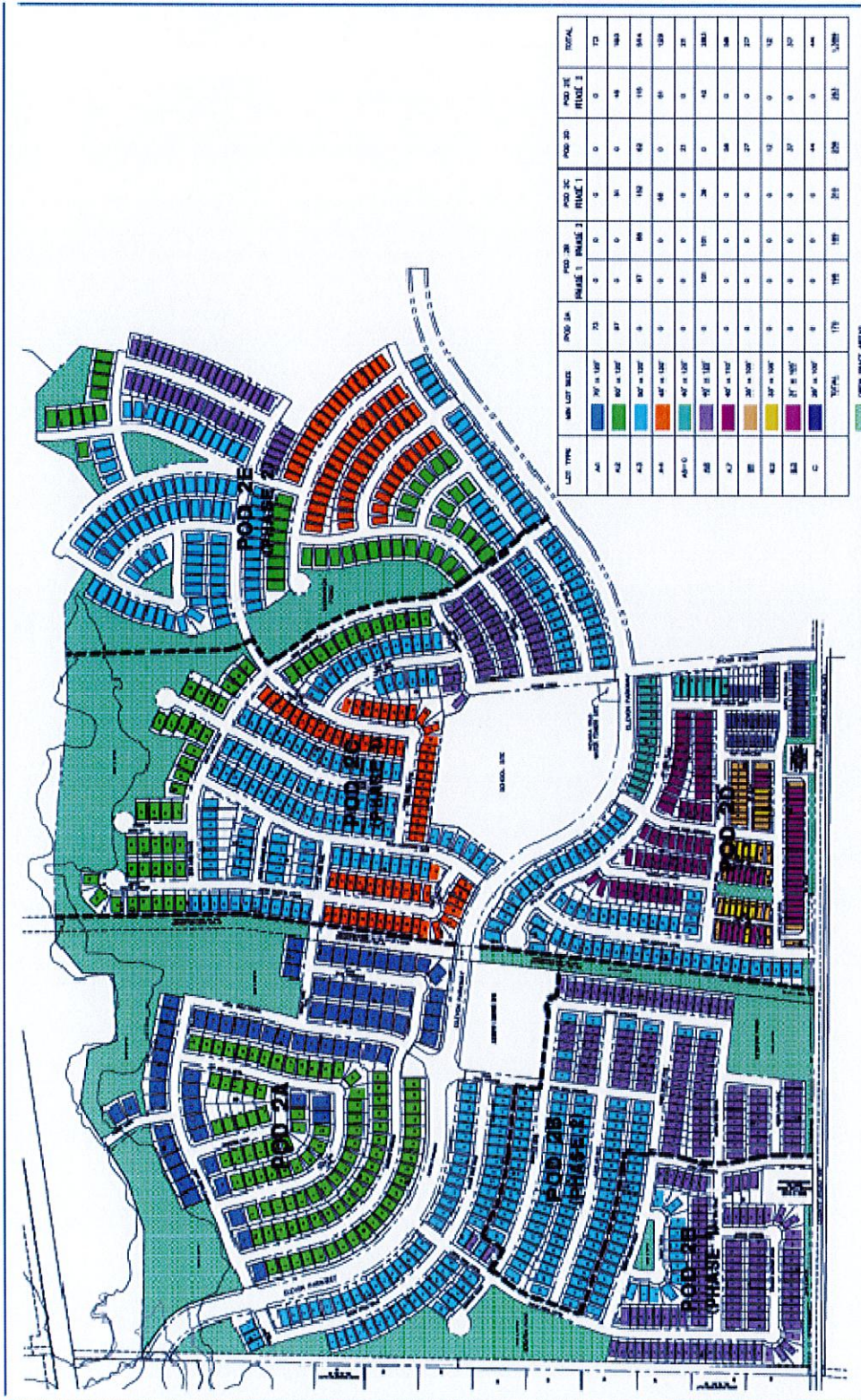
South 00 degrees 37 minutes 46 seconds West, 257.91 feet to a one-half inch iron rod found at the southwest corner of said 1.05 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 10 minutes 57 seconds West, 848.67 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to the POINT OF BEGINNING and containing 16,411,571 square feet or 376.758 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.

EXHIBIT C. CONCEPT AND LOT TYPE PLAN



ELEVON SECTION 2
Lubbock, Texas
PARTNERS

EXHIBIT C - CONCEPT AND LOT TYPE PLAN



EXHIBIT D. DEVELOPMENT STANDARDS

D.1. DEFINITIONS

D.1.1. PROPERTY

Area of land described and detailed in *Exhibit A – Location Map*, *Exhibit B – Legal Description*, and *Exhibit C – Concept and Lot Type Plan*.

D.1.2. LOT COVERAGE

Percentage of area covered by impervious surface of structure foundations.

D.1.3. COURTYARD DETACHED DWELLING

Single family detached lot types required to have a portal and architectural wall which creates an outdoor living space between the main living area and the front entry element. The garage can either be attached or detached from the main living area, no more than 50 percent of the Courtyard Detached Dwellings can have an attached garage at any stage of permitting. Applicant shall provide this permitted garage percentage for the Property with each Courtyard Detached Dwelling permit application (or set of permit applications).

D.1.4. AMENITY CENTER

A site within the Property that shall include, at a minimum: air-conditioned space, swimming pool(s), and family lifestyle-oriented facilities.

D.2. CONFLICTS

In the event of a conflict between this Ordinance and any other City ordinance, rule, or regulation, including, but not limited to, the provisions of the City's Zoning Ordinance, this Ordinance shall control. In the event of a conflict between this Ordinance and the Development Agreement applicable to the Property, the Development Agreement shall control. Any amendments to the Development Agreement applicable to the Property that could conflict with this Ordinance shall be considered with an associated rezoning request to amend this Ordinance accordingly with all applicable procedural considerations as required by the Zoning Ordinance.

D.3. EXHIBITS

The Property shall generally conform with *Exhibit C – Concept and Lot Type Plan*, *Exhibit D – Development Standards*, and *Exhibit E – Parks/Open Space*.

D.4. RESIDENTIAL

The following regulations shall apply to tracts designated as Residential on *Exhibit C – Concept and Lot Type Plan*:

D.4.1. LOCATIONS AND TYPES

The locations of park/open space area shall be as generally depicted on *Exhibit C – Concept and Lot Type Plan* and as reflected in the following section (Lot Type Adjustments).

D.4.2. LOT TYPE ADJUSTMENTS

The following shall be permitted by Administrative Modification, upon submittal to the City Administrator or her designee and associated review, without a rezoning request (i.e. the change change(s) can be processed administratively by the City Administrator or her designee without consideration by the Planning and Zoning Commission and City Council):

- The number of lots per Lot Type shall be permitted to deviate within five percent of each Lot Type's total allocated in the *Lot Type Count Table* below.
- Lot Type adjustments that exceed the five percent threshold of change but that increase lot sizes and/or decrease the total number of lots within a particular Lot Type beyond five percent shall be permitted. Lot Types larger than Lot Type A1 (in minimum lot size, minimum lot width, and minimum lot depth) are permitted to be added under this Administrative Modification, with associated revised exhibits and the addition of associated standards, as long as all other compliance is achieved and maximum lot coverage is established at 50 percent for the new Lot Type(s).
- Any changes to Lot Types per this standard shall generally conform to the other standards and exhibits included herein and shall not adversely or substantially change or affect access, circulation, parks/open space, pedestrian or trail connections, amenities, and/or engineering related items as determined by the City Administrator or her designee. Any changes to Lot Types per this standard shall not increase the total number of residential lots originally approved (1,389).

A rezoning request will be required for consideration and any potential approval of Lot Type adjustments not meeting the aforementioned provisions. Appeals of decisions of this Administrative Modification standard shall be considered by rezoning request.

D.4.2.1. LOT TYPE COUNT TABLE

A1	A2	A3	A4	A5-C	A6	A7	B1	B2	B3	C
78	188	515	129	22	299	37	28	12	37	44
Lot Count Total: 1,389										

D.4.3. PERMITTED USES

The following uses are permitted, and any uses not listed are not permitted:

- Single Family Detached Dwelling
- Home-based Business within a SF Dwelling
- Single Family Attached – Townhome
- Courtyard Detached Dwelling
- Duplex
- Real Estate Model Home
- Accessory Structure with Restrictions
- SF Swimming Pool
- SF Hobby Shed
- SF Tennis Court
- Temporary Concrete Batch Plant*
- Temporary Buildings Incidental to Elevon’s Infrastructure Construction**

**Temporary Concrete Batch Plants serving the Development are permitted, subject to City Engineer approval and conditions upon application, and must be removed once construction of the development is completed. Should the location be proposed to change, a new application shall be required.*

*** Temporary Buildings Incidental to Elevon’s Infrastructure Construction, including temporary construction, development, and sales trailers, are permitted until the Elevon Development is completed, subject to City Engineer approval and conditions upon application, and must be removed once construction of the development is completed. Should the location be proposed to change, a new application shall be required.*

D.4.4. DIMENSIONAL STANDARDS

Tracts designated as Residential on *Exhibit C – Concept and Lot Type Plan* shall comply with the following Dimensional Standards:

Lot Type	A1	A2	A3	A4	A5-C	A6	A7
Total Lots	73	193	514	129	21	283	56
Minimum Lot Area	8,400 sf	7,200 sf	6,000 sf	5,400 sf	4,800 sf	4,800 sf	4,400 sf
Minimum Lot Width	70'	60'	50'	45'	40'	40'	40'
Minimum Lot Width of Corner Lots	70'	60'	50'	45'	40'	40'	40'
Minimum Lot Depth	120'	120'	120'	120'	120'	120'	110'
Minimum Dwelling Unit Area	1,100 sf	1,100 sf	1,100 sf	1,100 sf	1,100 sf	1,100 sf	1,100 sf
Minimum Front Yard Setback	10'	10'	10'	10'	10'	10'	10'
Minimum Side Yard Setback*	5'	5'	5'	5'	5'	5'	5'
Minimum Side Yard Corner	10' for side yards adjacent to a street	10' for side yards adjacent to a street	10' for side yards adjacent to a street	10' for side yards adjacent to a street	10' for side yards adjacent to a street	10' for side yards adjacent to a street	10' for side yards adjacent to a street
Minimum Rear Yard Setback	10'	10'	10'	10'	8'	10'	10'
Maximum Lot Coverage	75%	75%	75%	75%	75%	75%	75%
Maximum Main Structure Height	40'	40'	40'	40'	40'	40'	40'
Maximum Accessory Structure Height	30'	30'	30'	30'	30'	30'	30'

**Air conditioning units and similar mechanical equipment, such as heat pumps, solar collecting equipment, or pool equipment may be installed within the residential side yard setback but shall not be installed within three feet of any side yard fencing, air conditioning unit/pad, or mechanical equipment of an adjacent home or structure.*

Lot Type	B1	B2	B3	C
Total Lots	28	12	37	44
Minimum Lot Area	3,675 sf	3,465 sf	3,255 sf	2,600 sf
Minimum Lot Width	35'	33'	31'	26'
Minimum Lot Width of Corner Lots	35'	33'	31'	26'
Minimum Lot Depth	105'	105'	105'	100'
Minimum Dwelling Unit Area	1,100 sf	1,100 sf	1,100 sf	1,100 sf
Minimum Front Yard Setback	10'	10'	10'	10'
Minimum Side Yard Setback*	5'	5'	5'	5'
Minimum Side Yard Corner	10' for side yards adjacent to a street	10' for side yards adjacent to a street	10' for side yards adjacent to a street	10' for side yards adjacent to a street
Minimum Rear Yard Setback	3'	3'	3'	10'
Maximum Lot Coverage	75%	75%	75%	75%
Maximum Main Structure Height	40'	40'	40'	40'
Maximum Accessory Structure Height	30'	30'	30'	30'

**Air conditioning units and similar mechanical equipment, such as heat pumps, solar collecting equipment, or pool equipment may be installed within the residential side yard setback but shall not be installed within three feet of any side yard fencing, air conditioning unit/pad, or mechanical equipment of an adjacent home or structure.*

Where Standards are not specified, Residential tracts shall comply with the Zoning Ordinance as applicable.

D.4.5. DESIGN STANDARDS

Tracts designated as Residential on *Exhibit C – Concept and Lot Type Plan* (designated with the 11 colored and symbolized Lot Types) shall comply with the following Design Standards:

D.4.5.1. GARAGES

Garages may be front, side or rear facing.

For Courtyard Detached Dwellings (Lot Type A5-C):

- The garage can either be attached or detached from the main living area, but no more than 50 percent of the Courtyard Detached Dwellings shall have an attached garage at any stage of permitting. Developer shall provide this permitted garage percentage with each Courtyard Detached Dwelling permit application (or set of permit applications).
- Garage doors shall include one or more of the following: accent hardware, windows, wood or wood-like texture, or other architectural features.

D.4.5.2. ARCHITECTURE

Adjacent houses shall not have the same floor plans and elevations.

If the same or similar plans and elevations are used for two or more houses, then the following standards also apply:

(a) If such houses are on the same side or opposite side of the street, they shall not be within three lots of each other (i.e. a minimum of two intervening lots shall be between);

and

(b) If the houses have the same or similar floor plans but different elevations *and* are on the same side or opposite sides of the street, they shall not be within two lots of each other (i.e. a minimum of one intervening lot between).

D.4.5.3. FENCING

For Courtyard Detached Dwellings (Lot Type A5-C):

- Masonry columns are required at the front corners of the fence.
- The front fence shall be a six-foot privacy fence and shall match the architectural elements of the building façade.

D.5. ELEMENTARY SCHOOL & BALL FIELDS

The following regulations shall apply to the tract designated as “School Site” on *Exhibit C – Concept and Lot Type Plan*:

D.5.1. PERMITTED USES

The following use is permitted, and any uses not listed are not permitted:

Educational Facility - Public
Community Recreational Use
Public Parks and Playgrounds
Public Recreational Facilities

D.5.2. DIMENSIONAL STANDARDS

The tract designated as Elementary School & Ball Fields on *Exhibit C – Concept and Lot Type Plan* shall comply with the following Dimensional Standards:

Total Lots	1
Minimum Lot Area	10,000 sf
Minimum Lot Width	100'
Minimum Lot Depth	100'
Minimum Front Yard Setback	25'
Minimum Side Yard Setback	25'
Minimum Side Yard Corner	25'
Minimum Rear Yard Setback	25'
Maximum Lot Coverage	75%
Maximum Main Structure Height	40'
Maximum Accessory Structure Height	40'

Where Standards are not specified, the Elementary & Ball Fields tract shall comply with the Zoning Ordinance as applicable.

D.6. AMENITY CENTER

The following regulations shall apply to the tract designated as “Amenity Center Site” on *Exhibit C – Concept and Lot Type Plan*:

D.6.1. PERMITTED USES

The following uses are permitted, and any uses not listed are not permitted:

Amenity Center
Bakery/confectionery Retail Establishment*
Community Recreational Use*
Community Swimming Pool*
Open Space Preserves*
Public and Private Parks and Playgrounds*
Public and Private Recreational Facilities*
Restaurant*
Retail Sales*
SF Swimming Pool*
SF Tennis Court*

**Permitted only when associated with/connected to an established Amenity Center as secondary use of tract.*

D.6.2. DIMENSIONAL STANDARDS

The tract designated as “Amenity Center Site” on *Exhibit C – Concept and Lot Type Plan* shall comply with the following Dimensional Standards:

Total Lots	1
Minimum Lot Area	2,600 sf
Minimum Lot Width	26'
Minimum Lot Width of Corner Lots	26'
Minimum Lot Depth	100'
Minimum Dwelling Unit Area	1,100 sf
Minimum Front Yard Setback	10'
Minimum Side Yard Setback	5'

Minimum Side Yard Corner	5'
Minimum Rear Yard Setback	10'
Maximum Lot Coverage	75%

Where Standards are not specified, the Amenity Center Site tract shall comply with the Zoning and Subdivision Ordinances as applicable.

D.7. PARK/OPEN SPACE

The following regulations shall apply to tracts designated as Open Space Areas on *Exhibit C – Concept and Lot Type Plan* and as further detailed on *Exhibit E – Parks/Open Space*:

D.7.1. LOCATIONS AND TYPES

The locations and types of parks/open space areas shall be as generally depicted on *Exhibit E – Parks/Open Space*.

D.7.2. PERMITTED USES

The following uses are permitted, and any uses not listed are not permitted:

- SF Swimming Pool
- SF Tennis Court
- Community Recreational Use
- Community Swimming Pool
- Golf Course
- Open Space Preserves
- Public and Private Parks and Playgrounds
- Public and Private Recreational Facilities

D.7.3. DIMENSIONAL STANDARDS

The following dimensional standards shall apply:

The minimum park/open space area for the Property shall be 60 acres. In order for the open space to be counted towards meeting the minimum requirement, each area must be at least 0.25 acres in size or contain natural features such as creeks, varied topography, or stands of trees, or contain recreational elements (i.e. hike & bike trail, etc.), as well as being readily accessible to the residents through sidewalks and with parking as applicable.

The three areas labeled “Pocket Park” on *Exhibit E – Parks/Open Space* shall be a minimum of .5 acres (1/2 an acre) and shall be the approximate size as stated on the Exhibit.

D.7.4. DESIGN

For each pocket park:

- Pocket parks shall have street frontage on at least two sides.
- A minimum five-foot sidewalk or trail shall be provided around the perimeter of each space, adjacent to streets. The sidewalk or trail should also meander through the pocket park as practicable.
- Shaded areas for seating shall be provided.
- Benches for seating shall be provided.

For each park/open space:

- Trails shall be provided per *Exhibit E – Parks/Open Space*.

Where Standards are not specified, Park/Open Space tracts shall comply with the Zoning and Subdivision Ordinances.

D.8. WATER TOWER

The following regulations shall apply to the tract designated as “Nevada SUD Water Tower Site” on *Exhibit C – Concept and Lot Type Plan*:

D.8.1. PERMITTED USE

The following use is permitted, and any use not listed is not permitted:

Wind energy, utility, or telecommunication tower (i.e. water tower)

D.8.2. DIMENSIONAL STANDARDS

The following dimensional standards shall apply:

Total Lots	1
Minimum Lot Area	10,000 sf
Minimum Lot Width	80'
Minimum Lot Depth	80'
Minimum Front Yard Setback	10'
Minimum Side Yard Setback	5'
Minimum Side Yard Corner	10'
Minimum Rear Yard Setback	5'
Maximum Lot Coverage	75%
Maximum Main Structure Height	200'

D.8.3. DESIGN

Aesthetically pleasing screening, consistent with the character of Elevon design and the Lake Connector Corridor, shall be provided around the Water Tower Site.

The screening shall be six feet tall and constructed with one or a combination of the following:

Brick, stone, board-on-board cedar fencing. Board-on-board cedar fencing shall not comprise more than 50 percent of screening materials.

EXHIBIT E. PARKS/OPEN SPACE



JBI PARTNERS
ELEVON SECTION 2
Lavon, Texas

EXHIBIT E - PARKS/OPEN SPACE

DATE: 11/17/2021
SCALE: 1"=40'

After Recording Return To:

Land Use and Development Department
City of Lavon
120 School Road
P.O. Box 340
Lavon, TX 75166

**PLANNED DEVELOPMENT DISTRICT
CONSENT FORM**

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

Introduction: As an applicant for a new Planned Development District, or an amendment of an existing PDD, you are aware that the City's zoning regulations specify design elements and construction goals for both residential and non-residential zoning proposed planned developments. The City has determined that such elements of a planned development greatly further the long-term viability of the project, the economic development of surrounding areas, the preservation of property values, and the architectural standards of the community. These standards thus are an important factor in the consideration of whether the departure from standard zoning district standards in a planned development represents an enhancement of the City. Because of recent changes in state law, however, that affect the City's capacity to employ and enforce architectural standards and building material regulations for development and construction, it is necessary to promulgate the following form. ***It is intended that your consent be observed by you and subsequent purchasers and that the attached covenants shall run with the land.***

Instructions: You have received this form because you have submitted a rezoning application for either creation or amendment of a Planned Development District. The signature of the property owner(s) and his or her designated representative (the developer) should both be affixed to this form only if you are in agreement with the statements that appear below. If you choose to sign this form, it should be returned to the City's Planning Department for recordation at least two (2) weeks before the date of the public hearing by the Planning & Zoning Commission so that staff can include whether or not you have consented in the staff report/agenda materials.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CONSENT AGREEMENT

EXECUTED AND DELIVERED to be effective as of the date of the last signature below:

I, _____, Owner of _____ acres of the property that is described in Exhibit A hereto ("Property") and is the subject of the application filed voluntarily for creation or an amendment of a planned development district in the City of Lavon, Texas, do with my signature hereby affirm the City's intent expressed in the introductory paragraph and consent and covenant to uphold the design and construction standards within the project and upon the Property, as set forth in the City's zoning regulations, including but not limited to any Planned Development District Ordinance applicable to the Property, in order to further the expressed objectives and to uphold the architectural integrity of the community and my Property (such design and construction standards hereinafter referred to as the "Regulations"). I agree that the Regulations are covenants that touch and concern the land and that it is my intent that such terms, provisions, covenants, and agreements contained within the Regulations shall run with the land and shall be binding upon the parties identified below, their successors and assigns, and all subsequent owners of the Property.

Owner
Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Notary Public, State of Texas

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

I, _____, the duly authorized representative of Owner and the developer of the Property, described in **Exhibit A** hereto, and for which an application was voluntarily filed for creation or an amendment of a planned development district in the City of Lavon, Texas, do with my signature hereby affirm the City's intent expressed in the introductory paragraph and consent and covenant to uphold the Regulations (as defined above) within the project and upon the Property, in order to further the expressed objectives and to uphold the architectural integrity of the community and the Property.

Developer
Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Notary Public, State of Texas

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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 a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found 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 one-half inch iron rod found for corner; North 01 degrees 07 minutes 18 seconds East, 1,375.04 feet to a three-eighths inch iron rod found for corner; North 01 degrees 01 minutes 24 seconds East, 240.18 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found at the northwest corner of said 180.339 acre tract, said point also being in the south line of said 472.8955 acre tract;

THENCE 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 1,576.39 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 88 degrees 52 minutes 39 seconds East, 649.89 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 70 degrees 37 minutes 18 seconds East, 252.27 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 58 degrees 06 minutes 24 seconds East, 454.01 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 81 degrees 00 minutes 14 seconds East, 273.36 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 20 degrees 23 minutes 20 seconds East, 149.63 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 86 degrees 39 minutes 17 seconds East, 326.44 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 02 degrees 14 minutes 27 seconds East, 149.62 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 50 degrees 45 minutes 14 seconds East, 210.82 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 88 degrees 55 minutes 55 seconds East, 423.69 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 85 degrees 19 minutes 02 seconds East, 780.24 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 88 degrees 10 minutes 40 seconds East, 481.32 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 57 degrees 19 minutes 17 seconds East, 211.03 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 32 degrees 40 minutes 43 seconds East, 126.45 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 15 degrees 53 minutes 22 seconds West, 13.34 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 63 degrees 02 minutes 13 seconds West, 12.06 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 26 degrees 31 minutes 02 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 372.60 feet along a curve to the right having a central angle of 25 degrees 52 minutes 38 seconds, a radius of 825.00 feet, a tangent of 189.54 feet and whose chord bears South 50 degrees 32 minutes 39 seconds East, 369.45 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 52 degrees 23 minutes 40 seconds East, 228.59 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 27 degrees 23 minutes 01 seconds East, 204.73 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 89 degrees 59 minutes 16 seconds East, 238.16 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 46 degrees 40 minutes 06 seconds East, 327.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 188.34 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 15.14 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 91.32 feet to a one-half inch iron rod with yellow cap set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 24.19 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 11 degrees 36 minutes 37 seconds West, 30.55 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 15 degrees 04 minutes 19 seconds West, 47.37 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 17 degrees 59 minutes 18 seconds West, 18.28 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 18 degrees 48 minutes 02 seconds West, 186.21 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 19 degrees 49 minutes 03 seconds West, 50.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 21 degrees 41 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 23 degrees 24 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 25 degrees 07 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 26 degrees 16 minutes 04 seconds West, 14.20 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 26 degrees 33 minutes 05 seconds West, 330.74 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 35 degrees 41 minutes 29 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northwesterly, 122.12 feet along a curve to the left having a central angle of 05 degrees 07 minutes 33 seconds, a radius of 1,365.00 feet, a tangent of 61.10 feet, and whose chord bears North 56 degrees 52 minutes 18 seconds West, 122.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 30 degrees 33 minutes 56 seconds West, 120.15 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 60 degrees 06 minutes 27 seconds East, 9.84 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 57 degrees 51 minutes 21 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 55 degrees 35 minutes 59 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 53 degrees 34 minutes 53 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 51 degrees 29 minutes 01 seconds East, 48.94 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 49 degrees 23 minutes 06 seconds East, 48.96 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 47 degrees 17 minutes 09 seconds East, 48.98 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 45 degrees 11 minutes 07 seconds East, 49.01 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 43 degrees 05 minutes 01 seconds East, 49.04 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 40 degrees 58 minutes 50 seconds East, 49.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 38 degrees 53 minutes 17 seconds East, 48.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 36 degrees 52 minutes 59 seconds East, 45.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 33 degrees 57 minutes 44 seconds East, 91.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 19 degrees 19 minutes 42 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 118.08 feet along a curve to the left having a central angle of 06 degrees 19 minutes 23 seconds, a radius of 1,070.00 feet, a tangent of 59.10 feet, and whose chord bears South 67 degrees 30 minutes 37 seconds West, 118.02 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 25 degrees 39 minutes 05 seconds East, 120.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northeasterly, 439.75 feet along a curve to the right having a central angle of 26 degrees 31 minutes 19 seconds, a radius of 950.00 feet, a tangent of 223.89 feet, and whose chord bears North 77 degrees 36 minutes 35 seconds East, 435.83 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 52 minutes 14 seconds West, 100.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 563.09 feet along a curve to the left having a central angle of 37 degrees 57 minutes 22 seconds, a radius of 850.00 feet, a tangent of 292.31 feet, and whose chord bears South 71 degrees 53 minutes 33 seconds West, 552.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 52 degrees 54 minutes 52 seconds West, 981.17 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 733.92 feet along a curve to the right having a central angle of 30 degrees 02 minutes 09 seconds, a radius of 1,400.00 feet, a tangent of 375.60 feet, and whose chord bears South 67 degrees 55 minutes 57 seconds West, 725.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 05 degrees 37 minutes 01 seconds East, 563.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 55.96 feet along a curve to the left having a central angle of 06 degrees 32 minutes 37 seconds, a radius of 490.00 feet, a tangent of 28.01 feet, and whose chord bears South 08 degrees 53 minutes 20 seconds East, 55.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 231.51 feet along a curve to the right having a central angle of 12 degrees 41 minutes 36 seconds, a radius of 1,045.00 feet, a tangent of 116.23 feet, and whose chord bears South 05 degrees 48 minutes 51 seconds East, 231.03 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 31 minutes 57 seconds West, 66.59 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner 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, 479.74 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 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 cap stamped "USA INC. PROP. COR" found for corner;

THENCE North 89 degrees 23 minutes 25 seconds West, 705.75 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point also being the southeast corner of that called 1.05 acre tract of land described in deed to Donald Stiles as recorded in Document Number 20200821001383600, Official Public Records of Collin County, Texas;

THENCE along the common lines of said 180.339 acre tract and said 1.05 acre tract as follows:

North 00 degrees 45 minutes 47 seconds East, 253.51 feet to a five-eighths inch iron rod found for corner

North 87 degrees 47 minutes 23 seconds West, 180.66 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found for corner;

South 00 degrees 37 minutes 46 seconds West, 257.91 feet to a one-half inch iron rod found at the southwest corner of said 1.05 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 10 minutes 57 seconds West, 848.67 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to the POINT OF BEGINNING and containing 16,411,571 square feet or 376.758 acres of land.



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

RECEIVED
DEC 17 2021
CITY OF LAVON

Request for a Change in Zoning

MA Elevon 429, LLD 12/15/2021

 Applicants Name Date

Allen Jones (972) 715-6421

 Representative or Agent Phone Number

15443 Knoll Trail Dr., Suite 130 Dallas, TX 75248

 Street City, State, Zip

Elevon Section 2


 Location of Property

_____ _____
 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

- | | |
|---|---|
| <input type="checkbox"/> Single Family – 1(1800 sq. ft. min. home) | <input type="checkbox"/> Retail |
| <input type="checkbox"/> Single Family – 2 (1500 sq. ft. min. home) | <input type="checkbox"/> Business District 1 / 2 |
| <input type="checkbox"/> Single Family – 3 (1200 sq. ft. min. home) | <input checked="" type="checkbox"/> Planned Development |
| <input type="checkbox"/> Special Use Permit | <input type="checkbox"/> Mobile Home District |
| <input type="checkbox"/> Other: _____ | |

Signature of Applicant or Representative: 

For Office Use Only

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

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




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

Declaration of Ownership

Date: 12/15/2021

To the City of Lavon
 Collin County, Texas

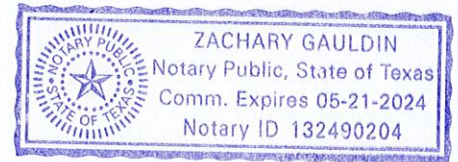
This letter will serve as notice that I/we, MA Elevon 429, LLC,
 am/are the owner (s) of record of the property described in the attached survey
 documentation, submitted with this form, for the purpose of any future proposed
 request (s) relating to this property.


 Signature (Owner)

 Signature (Owner)

 Signature (Owner)

The State of Texas
 County of Dallas



Before me, the undersigned authority, appeared _____,
 on this the 17 day of December, 2021.

(notary seal)



Notary Public in and for Dallas County, Texas



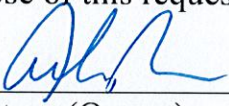
CITY OF LAVON
 120 School Road • P.O. Box 340
 Lavon, TX 75166
 Phone (972) 843-4220

Authorization of Representation

Date: 12/15/2021

To the City of Lavon
 Collin County, Texas

This letter will serve as notice that I/we, MA Elevon 429, LLC, am/are the owner (s) of record of the property described in the attached survey documentation, submitted with this form, and do hereby authorize MA Elevon 429, 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.



 Signature (Owner)

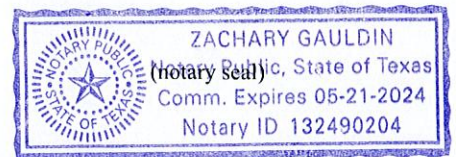
 Signature (Owner)

 Signature (Owner)

The State of Texas
 County of Dallas

Before me, the undersigned authority, appeared _____,
 on this the 17 day of December, 2021.


 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
lmclendon@lavontx.gov

Request for a Change in Zoning

GRBK Edgewood LLC 12/15/2021

Applicants Name Date

Allen Jones, Manager of MA Elevon 429, LLC (972) 715-6421

Representative or Agent Phone Number

15443 Knoll Trail Dr, Suite 130 Dallas, TX 75248

Street City, State, Zip

Elevon Section 2C & 2E

Location of Property

63.128 Acres and 52.37 Acres AG

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: _____

Signature of Applicant or Representative: 

For Office Use Only

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

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



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

Declaration of Ownership

Date: 12/15/2021

To the City of Lavon
 Collin County, Texas

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

[Signature]
 Signature (Owner)

 Signature (Owner)

 Signature (Owner)

The State of Texas
 County of Collin

Before me, the undersigned authority, appeared Bobby Samuel, Vice President,
 on this the 15th day of December, 2021.

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





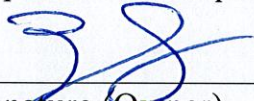
CITY OF LAVON
 120 School Road • P.O. Box 340
 Lavon, TX 75166
 Phone (972) 843-4220

Authorization of Representation

Date: 12/15/2021

To the City of Lavon
 Collin County, Texas

This letter will serve as notice that I/we, GRBK Edgewood LLC, am/are the owner (s) of record of the property described in the attached survey documentation, submitted with this form, and do hereby authorize MA Elevon 429, 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.



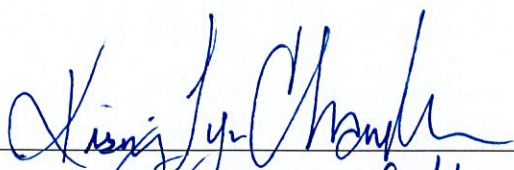
 Signature (Owner)

 Signature (Owner)

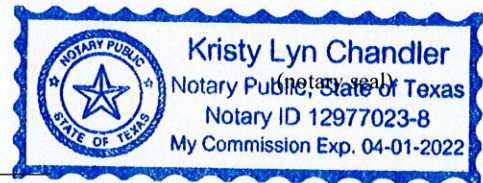
 Signature (Owner)

The State of Texas
 County of Collin

Before me, the undersigned authority, appeared Bobby Samuel, Vice President,
 on this the 15th day of December, 2021.



 Notary Public in and for Collin County, Texas





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

Request for a Change in Zoning

Qualico Developments (U.S.), Inc. 12/15/2021
 Applicants Name Date

Allen Jones, Manager of MA Elevon 429, LLC (972) 715-6421
 Representative or Agent Phone Number

15443 Knoll Trail Dr, Suite 130 Dallas, TX 75248
 Street City, State, Zip


Elevon Section 2D
 Location of Property

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

Signature of Applicant or Representative: 

For Office Use Only

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

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



CITY OF LAVON
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Declaration of Ownership

Date: 12/15/2021

To the City of Lavon
 Collin County, Texas

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

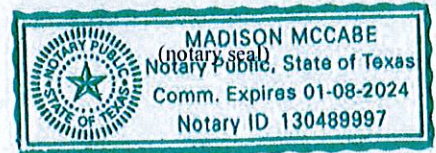
John Vick
 Signature (Owner)

 Signature (Owner)

 Signature (Owner)

The State of Texas
 County of _____

Before me, the undersigned authority, appeared John Vick,
 on this the 16 day of December, 2021.



Madison McCabe

Notary Public in and for Collin County, Texas



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

Authorization of Representation

Date: 12/15/2021

To the City of Lavon
 Collin County, Texas

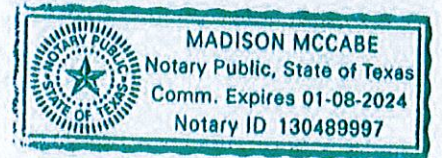
This letter will serve as notice that I/we, Qualico Developments (U.S.), Inc., am/are the owner (s) of record of the property described in the attached survey documentation, submitted with this form, and do hereby authorize MA Elevon 429, LLC to represent me (us) and my (our) interests in the property described in the attached exhibits (s) for the expressed purpose of this request.

John Vick
 Signature (Owner)

 Signature (Owner)

 Signature (Owner)

The State of Texas
 County of _____



Before me, the undersigned authority, appeared John Vick,
 on this the 16 day of December, 2021.

(notary seal)

Madison McCabe

Notary Public in and for Collin County, Texas



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

Request for a Change in Zoning

HMH/Statford Elevon JV, LLC 12/15/2021
 Applicants Name Date

Allen Jones, Manager of MA Elevon 429, LLC (972) 715-6421
 Representative or Agent Phone Number

15443 Knoll Trail Dr, Suite 130 Dallas, TX 75248
 Street City, State, Zip

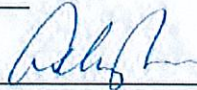
Elevon Section 2B
 Location of Property

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

Signature of Applicant or Representative: 

For Office Use Only

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

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



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

Declaration of Ownership

Date: 12/15/2021

To the City of Lavon
 Collin County, Texas

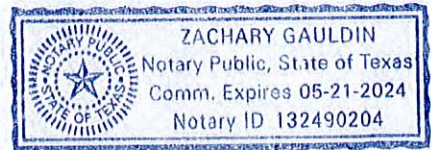
This letter will serve as notice that I/we, HMH/Stratford Elevon JV, LLC, am/are the owner (s) of record of the property described in the attached survey documentation, submitted with this form, for the purpose of any future proposed request (s) relating to this property.

 Signature (Owner) *[Handwritten Signature]*

 Signature (Owner) *[Handwritten Signature]*

 Signature (Owner)

The State of Texas
 County of Dallas



Before me, the undersigned authority, appeared Nelson Mitchell,
 on this the 17 day of December, 2021.

(notary seal)

Zachary Gauldin

Notary Public in and for Dallas County, Texas



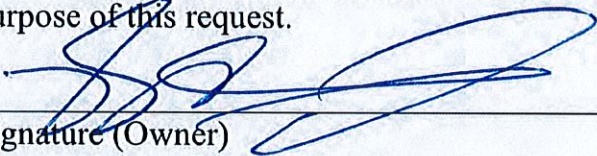
CITY OF LAVON
120 School Road • P.O. Box 340
Lavon, TX 75166
Phone (972) 843-4220

Authorization of Representation

Date: 12/15/2021

To the City of Lavon
Collin County, Texas

This letter will serve as notice that I/we, HMH/Stratford Elevon JV, LLC, am/are the owner (s) of record of the property described in the attached survey documentation, submitted with this form, and do hereby authorize MA Elevon 429, 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.

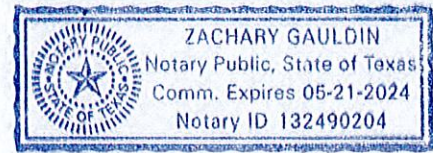


Signature (Owner)

Signature (Owner)

Signature (Owner)

The State of Texas
County of Dallas



Before me, the undersigned authority, appeared Nelson Mitchell,
on this the 17 day of December, 2021.

(notary seal)



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
 lmccleendon@lavontx.gov

Request for a Change in Zoning

UMH Development, LLC 12/15/2021
 Applicants Name Date

Allen Jones, Manager of MA Elevon 429, LLC (972) 715-6421
 Representative or Agent Phone Number

15443 Knoll Trail Dr, Suite 130 Dallas, TX 75248
 Street City, State, Zip

Elevon Section 2C and 2E
 Location of Property

14.27 Acres and 12.97 Acres AG
 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)
- Single Family – 2 (1500 sq. ft. min. home)
- Single Family – 3 (1200 sq. ft. min. home)
- Special Use Permit
- Other: _____
- Retail
- Business District 1 / 2
- Planned Development
- Mobile Home District

Signature of Applicant or Representative: *Adelf*

For Office Use Only

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

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



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

Declaration of Ownership

Date: 12/15/2021

To the City of Lavon
 Collin County, Texas

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

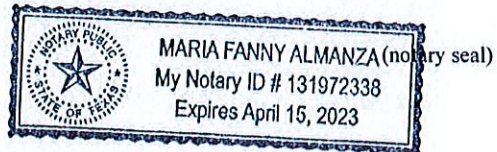
 Signature (Owner)

 Signature (Owner)

 Signature (Owner)

The State of Texas
 County of Dallas

Before me, the undersigned authority, appeared Dennis Pitt,
 on this the 16th day of December, 2021.



Maria Fanny Almanza

Notary Public in and for Dallas County, Texas



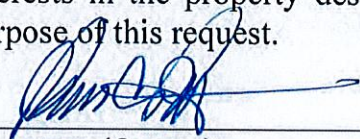
CITY OF LAVON
 120 School Road • P.O. Box 340
 Lavon, TX 75166
 Phone (972) 843-4220

Authorization of Representation

Date: 12/15/2021

To the City of Lavon
 Collin County, Texas

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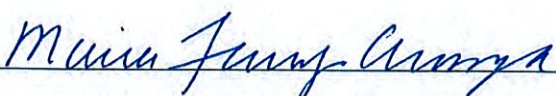
 Signature (Owner)

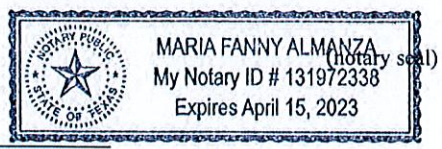
 Signature (Owner)

 Signature (Owner)

The State of Texas
 County of Dallas

Before me, the undersigned authority, appeared Dennis Pitt,
 on this the 16th day of December, 2021.





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
 lmclendon@lavontx.gov

Request for a Change in Zoning

K. Hovnanian DFW Elevon, LLC 12/15/2021
 Applicants Name Date

Allen Jones, Manager of MA Elevon 429, LLC (972) 715-6421
 Representative or Agent Phone Number

15443 Knoll Trail Dr, Suite 130 Dallas, TX 75248
 Street City, State, Zip

Elevon Section 2A
 Location of Property

65.135 Acres AG
 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: _____

Signature of Applicant or Representative: *Adolf*

For Office Use Only

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

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



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

Authorization of Representation

Date: 12/15/2021

To the City of Lavon
Collin County, Texas

This letter will serve as notice that I/we, K. Hovnanian DFW Elevon, LLC,
am/are the owner (s) of record of the property described in the attached survey
documentation, submitted with this form, and do hereby authorize
MA Elevon 429, 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.

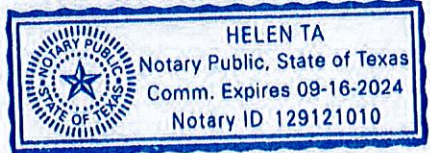
Signature (Owner)

Signature (Owner)

Signature (Owner)

The State of Texas
County of Collin

Before me, the undersigned authority, appeared Rice Twitter,
on this the 17th day of December, 2021.



(notary seal)

Notary Public in and for Collin County, Texas



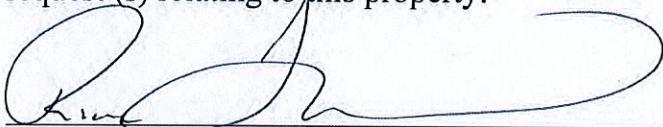
CITY OF LAVON
 120 School Road • P.O. Box 340
 Lavon, TX 75166
 Phone (972) 843-4220
 lmccleendon@lavontx.gov

Declaration of Ownership

Date: 12/15/2021

To the City of Lavon
 Collin County, Texas

This letter will serve as notice that I/we, K. Hovnanian DFW Elevon, LLC,
 am/are the owner (s) of record of the property described in the attached survey
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 request (s) relating to this property.



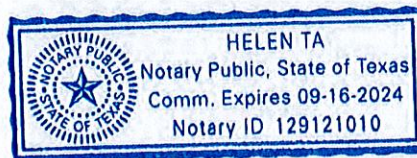
Signature (Owner)

 Signature (Owner)

 Signature (Owner)

The State of Texas
 County of Collin

Before me, the undersigned authority, appeared Rick Trotter,
 on this the 15th day of December, 2021.



(notary seal)



Notary Public in and for Collin County, Texas

ATTACHMENT A
Property

LEGAL DESCRIPTION

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 a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found 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 one-half inch iron rod found for corner;

North 01 degrees 07 minutes 18 seconds East, 1,375.04 feet to a three-eighths inch iron rod found for corner;

North 01 degrees 01 minutes 24 seconds East, 240.18 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found at the northwest corner of said 180.339 acre tract, said point also being in the south line of said 472.8955 acre tract;

THENCE 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 1,576.39 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 88 degrees 52 minutes 39 seconds East, 649.89 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 70 degrees 37 minutes 18 seconds East, 252..27 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 58 degrees 06 minutes 24 seconds East, 454.01 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 81 degrees 00 minutes 14 seconds East, 273.36 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 20 degrees 23 minutes 20 seconds East, 149.63 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 86 degrees 39 minutes 17 seconds East, 326.44 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 02 degrees 14 minutes 27 seconds East, 149.62 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 50 degrees 45 minutes 14 seconds East, 210.82 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 88 degrees 55 minutes 55 seconds East, 423.69 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 85 degrees 19 minutes 02 seconds East, 780.24 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 88 degrees 10 minutes 40 seconds East, 481.32 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 57 degrees 19 minutes 17 seconds East, 211.03 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 32 degrees 40 minutes 43 seconds East, 126.45 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 15 degrees 53 minutes 22 seconds West, 13.34 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 63 degrees 02 minutes 13 seconds West, 12.06 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 26 degrees 31 minutes 02 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 372.60 feet along a curve to the right having a central angle of 25 degrees 52 minutes 38 seconds, a radius of 825.00 feet, a tangent of 189.54 feet and whose chord bears South 50 degrees 32 minutes 39 seconds East, 369.45 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 52 degrees 23 minutes 40 seconds East, 228.59 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 27 degrees 23 minutes 01 seconds East, 204.73 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 89 degrees 59 minutes 16 seconds East, 238.16 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 46 degrees 40 minutes 06 seconds East, 327.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 188.34 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 15.14 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 91.32 feet to a one-half inch iron rod with yellow cap set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 24.19 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 11 degrees 36 minutes 37 seconds West, 30.55 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 15 degrees 04 minutes 19 seconds West, 47.37 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 17 degrees 59 minutes 18 seconds West, 18.28 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 18 degrees 48 minutes 02 seconds West, 186.21 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 19 degrees 49 minutes 03 seconds West, 50.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 21 degrees 41 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 23 degrees 24 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 25 degrees 07 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 26 degrees 16 minutes 04 seconds West, 14.20 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 26 degrees 33 minutes 05 seconds West, 330.74 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 35 degrees 41 minutes 29 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northwesterly, 122.12 feet along a curve to the left having a central angle of 05 degrees 07 minutes 33 seconds, a radius of 1,365.00 feet, a tangent of 61.10 feet, and whose chord bears North 56 degrees 52 minutes 18 seconds West, 122.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 30 degrees 33 minutes 56 seconds West, 120.15 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 60 degrees 06 minutes 27 seconds East, 9.84 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 57 degrees 51 minutes 21 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 55 degrees 35 minutes 59 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 53 degrees 34 minutes 53 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 51 degrees 29 minutes 01 seconds East, 48.94 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 49 degrees 23 minutes 06 seconds East, 48.96 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 47 degrees 17 minutes 09 seconds East, 48.98 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 45 degrees 11 minutes 07 seconds East, 49.01 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 43 degrees 05 minutes 01 seconds East, 49.04 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 40 degrees 58 minutes 50 seconds East, 49.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 38 degrees 53 minutes 17 seconds East, 48.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 36 degrees 52 minutes 59 seconds East, 45.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 33 degrees 57 minutes 44 seconds East, 91.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 19 degrees 19 minutes 42 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 118.08 feet along a curve to the left having a central angle of 06 degrees 19 minutes 23 seconds, a radius of 1,070.00 feet, a tangent of 59.10 feet, and whose chord bears South 67 degrees 30 minutes 37 seconds West, 118.02 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 25 degrees 39 minutes 05 seconds East, 120.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northeasterly, 439.75 feet along a curve to the right having a central angle of 26 degrees 31 minutes 19 seconds, a radius of 950.00 feet, a tangent of 223.89 feet, and whose chord bears North 77 degrees 36 minutes 35 seconds East, 435.83 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 52 minutes 14 seconds West, 100.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 563.09 feet along a curve to the left having a central angle of 37 degrees 57 minutes 22 seconds, a radius of 850.00 feet, a tangent of 292.31 feet, and whose chord bears South 71 degrees 53 minutes 33 seconds West, 552.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 52 degrees 54 minutes 52 seconds West, 981.17 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 733.92 feet along a curve to the right having a central angle of 30 degrees 02 minutes 09 seconds, a radius of 1,400.00 feet, a tangent of 375.60 feet, and whose chord bears South 67 degrees 55 minutes 57 seconds West, 725.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 05 degrees 37 minutes 01 seconds East, 563.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 55.96 feet along a curve to the left having a central angle of 06 degrees 32 minutes 37 seconds, a radius of 490.00 feet, a tangent of 28.01 feet, and whose chord bears South 08 degrees 53 minutes 20 seconds East, 55.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 231.51 feet along a curve to the right having a central angle of 12 degrees 41 minutes 36 seconds, a radius of 1,045.00 feet, a tangent of 116.23 feet, and whose chord bears South 05 degrees 48 minutes 51 seconds East, 231.03 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 31 minutes 57 seconds West, 66.59 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner 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, 479.74 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 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 cap stamped "USA INC. PROP. COR" found for corner;

THENCE North 89 degrees 23 minutes 25 seconds West, 705.75 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point also being the southeast corner of that called 1.05 acre tract of land described in deed to Donald Stiles as recorded in Document Number 20200821001383600, Official Public Records of Collin County, Texas;

THENCE along the common lines of said 180.339 acre tract and said 1.05 acre tract as follows:

North 00 degrees 45 minutes 47 seconds East, 253.51 feet to a five-eighths inch iron rod found for corner

North 87 degrees 47 minutes 23 seconds West, 180.66 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found for corner;

South 00 degrees 37 minutes 46 seconds West, 257.91 feet to a one-half inch iron rod found at the southwest corner of said 1.05 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 10 minutes 57 seconds West, 848.67 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to the POINT OF BEGINNING and containing 16,411,571 square feet or 376.758 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.



CITY OF LAVON Agenda Brief

MEETING: February 15, 2022

ITEM: 7 - C

Item:

Discussion and action regarding the extension of the effective date of the approval of the preliminary plat of the Elevon, Section 1, Phases 3 and 4 Addition.

Background Information

- Owner(s):** M A Lavon 292, LLC
- Applicant:** M A Lavon 292, LLC
- Location:** Southeast of the intersection of SH 78 and FM 6, south of Elevon, Section 1, Phase 1 and 2, north of the NETEX right of way, and east of LakePointe
- Description:** Samuel M. Rainer Survey, Abstract No. 740, CCAD Prop ID# 2829214 Collin County, Texas (139.067 acres), City of Lavon ETJ, Collin County, TX
- Current Zoning:** None; the property is in the City's extraterritorial jurisdiction (ETJ)
- Request:** Request to extend the approval effective date of the preliminary plat

Request Details

On August 3, 2021, the City Council approved the preliminary plat of the Elevon, Section 1, Phases 3 and 4 Addition. A final plat for the Addition has not been received by the City. On January 28, 2022, the owner/applicant submitted a written request for the extension of the effective date of the preliminary plat.

Code Excerpt:

City of Lavon –Subdivision Ordinance

Section 4.03 PRELIMINARY PLAT

- (h) Approval. The approval of the preliminary plat by the City Council shall be effective for a period of one hundred eighty (180) days after the approval date, unless reviewed by the City Council in the light of new or significant information, which would necessitate the revision of the preliminary plat, such revision being subject to the same procedures as the original preliminary plat.

If a final plat for the subdivision, or a portion thereof has not been submitted, or if a change in requirements has not occurred which would affect the preliminary plat, at the end of the one hundred eight [eighty] (180) days after approval, then the City Council will declare the preliminary plat null and void, unless the subdivider has, in writing, requested and received an extension of time.

Staff Notes:

Approval is recommended.

- Attachments:**
1. Developer Request for Extension
 2. Preliminary Plat

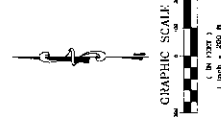
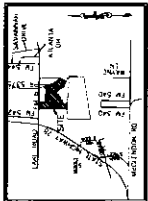
Kim Dobbs

From: Ryan Burton <rburton@madev.com>
Sent: Friday, January 28, 2022 2:22 PM
To: Kim Dobbs
Cc: John Marlin
Subject: Section 1 Phase 3 & 4 Preliminary Plat
Attachments: Elevon Section 1_Phase 3 4 - Preliminary Plat.pdf

Kim,
Thank you for your time on the phone today. By way of this email, MA Lavon 292, LLC would like to formally request an extension of the Section 1, Phase 3 & 4 preliminary plat (entitled Elevon Phase 3 & 4). A copy of the preliminary plat is attached for reference. Please let me know if we can provide any additional information.
Thank you

Ryan Burton
MA Partners, LLC
15443 Knoll Trail Drive, Suite 130, Dallas, TX 75248
office 972.715.6464 | cell 972.849.3179

INFORMATION CONTAINED IN THIS TRANSMISSION IS PRIVILEGED AND CONFIDENTIAL. IT IS INTENDED FOR THE USE OF THE INDIVIDUALS OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE.



- NOTES:**
- 1) FLOOD STATEMENT ACCORDING TO COMMUNITY PANEL NO. A883504444, DATED JUNE 2, 2009 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM MAP AND TO THE FLOOD ELEVATION MAP OF THIS PROPERTY IS WITHIN FLOODED FLOOD ZONE A (100-YEAR FLOOD). WITH NO BASE FLOOD ELEVATIONS DETERMINED FOR THIS FLOOD ZONE (100-YEAR FLOOD). WITH NO BASE FLOOD ELEVATIONS DETERMINED FOR THIS FLOOD ZONE (100-YEAR FLOOD).
 - 2) THE BASE OF BEARING IS BASED ON THE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4202 STATE PLANE COORDINATES, MARS3).
 - 3) THE SUBJECT TRACT HAS FRONTAGE TO FARM-TO-MARKET ROAD NO. 6 WA PHASE 1B FINAL PLAT.
 - 4) SURVEY ASSEMBLIES SHOWN HEREON ARE APPROXIMATE.
 - 5) CITY ELLIPSES SHOWN HEREON ARE BOUNDARY ADJUSTMENT AGREEMENT BETWEEN THE CITIES OF LAVON AND MCKADA DATED MAY 25th, 2020.
 - 6) ALL LOTS SHOWN HEREON ARE 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 SEAR CREEK SPECIAL UTILITY DISTRICT (SCUD).
 - 9) 3" WALL MAINTENANCE EASEMENT IS DEDICATED TO THE HOMEOWNER'S ASSOCIATION AND IS TO BE MAINTAINED BY THE HOMEOWNER AND IS NOT MAINTAINABLE ALONG THE COMMON FENCE LINE OF ELEVON AND LAKEPONTE ADDITION.

PERMITS:

THE HOME EASEMENT RESTRICTS CONSTRUCTION OF PERMANENT STRUCTURES ITEMS SUCH AS DRIVEWAYS, FENCES, POSTS NO DEEPER THAN TWO FEET BELOW ORIGINAL GROUND, SPRINKLER SYSTEMS AND NORMAL LANDSCAPING ALLOWED. HOWEVER, THE HOME ASSUMES NO RESPONSIBILITY FOR DAMAGES TO THE PROPERTY OR TO THE ADJACENT PROPERTY FROM ANY DAMAGE TO THE UTILITIES RESULTING FROM CONSTRUCTION BY THE DEVELOPER. CONTRACTOR OF OWNER WILL BE FULLY RESPONSIBLE OF THE DEVELOPER. CONTAINS ONE (1) OR MORE

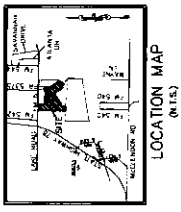
**PRELIMINARY PLAT
ELEVON
PHASES 3 AND 4**

472 RESIDENTIAL LOTS
13 OPEN SPACE LOTS
PART OF ASTON HILLS
MUNICIPAL UTILITY DISTRICT NO. X
BEING 138.087 ACRES OUT OF
CITY OF LAVON TEXAS
COURT COUNTY, TEXAS

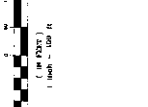
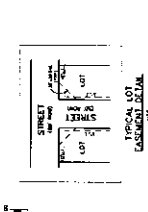
OWNER
WA LAVON 282, LLC
5543 Kevill Trail Drive, Suite 130
Duncan, TX 75828
(972) 715-5448

APPLICANT/DEVELOPER
D.R. HORTON-TEXAS, LTD.
4306 Miller Road, Suite A
Rowlett, Texas 75088
(214) 807-4244
(972) 928-6138 FAX

SURVEYOR/ENGINEER
JBI PARTNERS, INC.
2171 Midway Road, Suite 300
Coppell, Texas 75048
Contact: (972) 248-7676
TBP# No F-438 TBP# No 10076000



- LEGEND**
- 1" = 10' BOUNDARY
 - 1" = 10' ROAD
 - 1" = 10' FENCE
 - 1" = 10' CURB
 - 1" = 10' CONCRETE MONUMENT
 - 1" = 10' BUILDING LINE
 - 1" = 10' SANITARY SEWER
 - 1" = 10' WATER MAIN
 - 1" = 10' ELEC. WIRE
 - 1" = 10' SIGHT TRIANGLE
 - 1" = 10' SIGHT VISIBILITY FASSETMENT
 - 1" = 10' STREET FASSETMENT
 - 1" = 10' 100' OR MORE FULLY DEVELOPED
 - 1" = 10' 60' OR MORE PARTIALLY DEVELOPED



- NOTES:**
- 1) FLOOD STATEMENTS, ACCORDING TO COMMUNITY RISK, NO UNDESIRABLE DATES APRIL 2, 2008 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM MAP, A PORTION OF THE PROPERTY IS WITHIN SHADDED FLOOD (100-YEAR FLOOD), WITH NO BASE FLOOD ELEVATIONS DETERMINED.
 - 2) THE BASIS OF BEARING IS BASED ON THE COORDINATE SYSTEM (NORTH CENTRAL ZONE 1003 STATE PLANE COORDINATES, NAD83).
 - 3) THE SUBJECT TRACT HAS FRONTAGE TO FARM-TO-MARKET ROAD NO. 6 VIA PHASE 1B FINAL PLAN.
 - 4) SURVEY ABSTRACT LINES SHOW HEZON AREA APPROXIMATE.
 - 5) CDT ELEVATION SURVEY PER BOUNDARY ADJUSTMENT AGREEMENT BETWEEN THE CITIES OF LAVON AND HEZON DATED MAY 25th, 2020.
 - 6) ALL LOTS SHOW HEZON LE WITHIN COMMUNITY INDEPENDENT SCHOOL DISTRICT BOUNDARY.
 - 7) ALL CORNERS ARE ONE-HALF INCH IRON ROD WITH YELLOW CAP STAMPED "JBT" SET UNLESS OTHERWISE NOTED.
 - 8) THE WATER SYSTEM IS OWNED AND OPERATED BY DEAR CREEK SPECIAL LINKITY DISTRICT (ICSD).
 - 9) 3" WALL MAINTENANCE EASEMENT IS DEDICATED TO THE HOMEOWNER'S ASSOCIATION COMMON FENCE LINE OF ELEVON AND LAKEPOINTE ADDITION.

DISCLAIMER:

THE NTHAD EASEMENT RESTRICTS CONSTRUCTION OF PERMANENT STRUCTURES (E.G., HOUSES, GARAGES, POOLS, DECKS, PATIOS, ETC.) TO BE CONFINED TO THE AREAS BELOW ORIGINAL GRADING, SPRINKLER SYSTEMS, AND NORMAL LANDSCAPING ALLOWED. HOWEVER, THE NTHAD ASSUMES NO RESPONSIBILITY FOR DAMAGES CAUSED BY CONSTRUCTION OF PERMANENT STRUCTURES IN VIOLATION OF THE FURTHER, ANY COST FOR REPAIR OR DAMAGE TO THE PIPELINES RESULTING FROM CONSTRUCTION BY THE DEVELOPER, CONTRACTOR OR OWNER WILL BE THE FULL RESPONSIBILITY OF THE DEVELOPER. CONTRACTOR OR OWNER.

**PRELIMINARY PLAT
ELEVON
PHASES 3 AND 4**

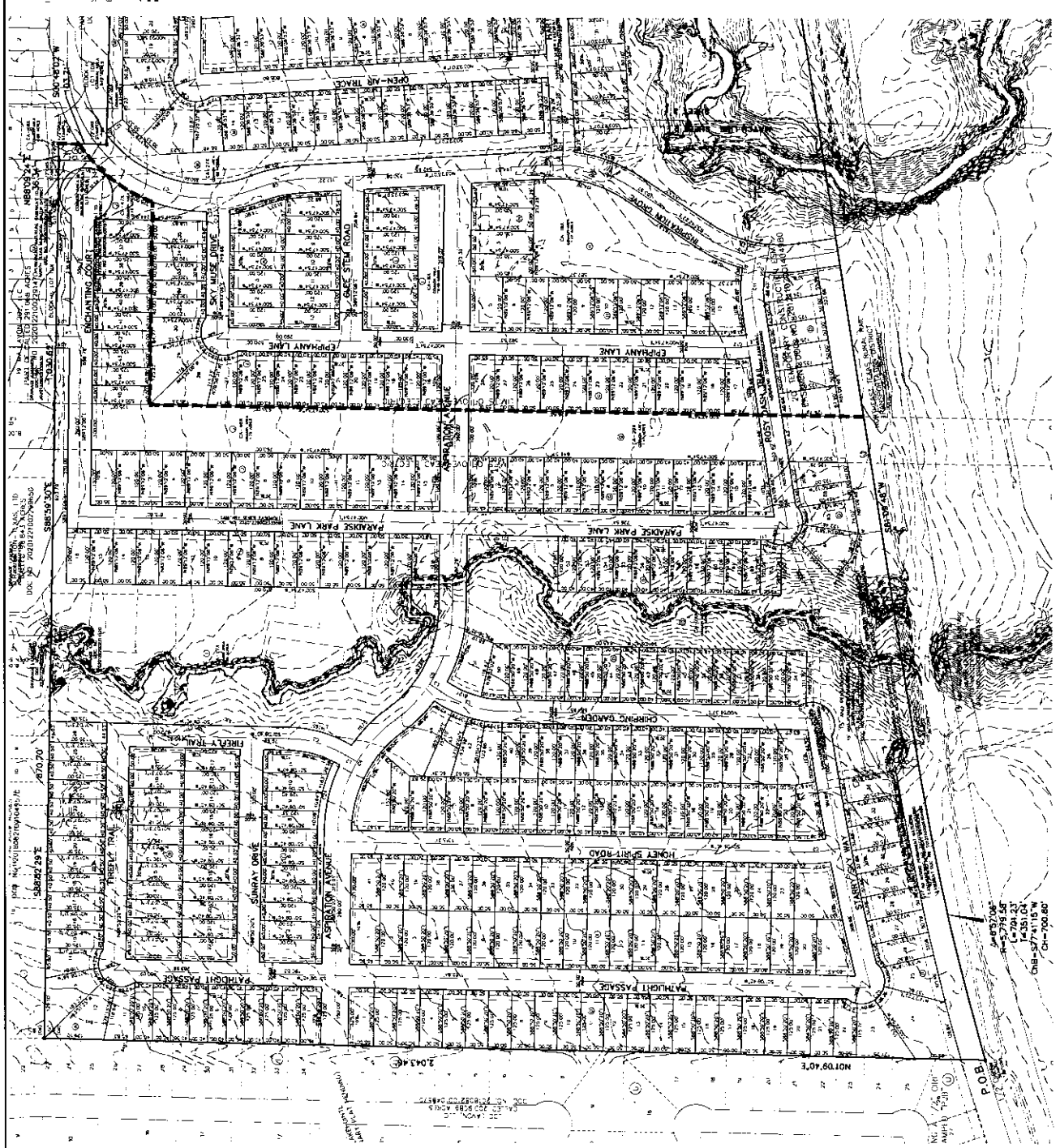
472 RESIDENTIAL LOTS
13 NET TOTAL LOTS
PART OF ABILTON HILLS
MUNICIPAL UTILITY DISTRICT NO. X
BEING 139.007 ACRES OUT OF
THE SAMUEL N. RAMBER SURVEY, ABSTRACT NO. 740,
COLLIN COUNTY, TEXAS

MA LAVON 292, LLC OWNER
15443 North 17th Drive, Suite 130
Dallas, TX 75248 (972) 715-5449

D.B. HORTON-TEXAS, LTD. APPLICANT/DEVELOPER
4308 Miller Road, Suite A
Rowlett, Texas 75088 (214) 607-4244
(817) 938-6139 FAX

JBI PARTNERS, INC. SURVEYOR/ENGINEER
2723 Midway Road, Suite 300
Dallas, Texas 75206
Contract
TIFC No. F-1-28 TIFC No. 10016600

Date: May 17, 2021 Sheet 2 of 5

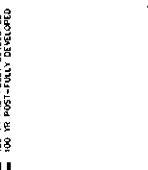
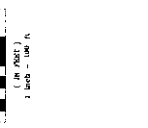
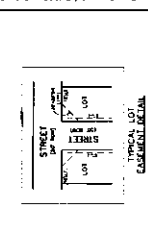
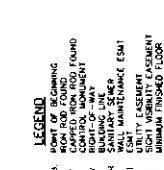
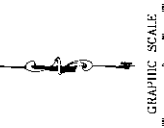
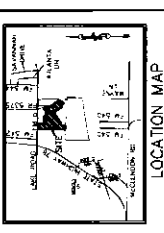


0+673.00
1+579.58
1+798.21
0+85+577+115' W
Ch=700.80'

CHRISTOPHER ANTHONY HARK
 10000 W. HAWTHORNE, SUITE 100
 DALLAS, TEXAS 75248
 PHONE NO. 214.722.0000
 FAX NO. 214.722.0000

MARKER I THURK
 5.4729 ACRES
 4308 MILLER ROAD, SUITE A
 ROBERTSON, TEXAS 75068
 PHONE NO. 214.722.0000
 FAX NO. 214.722.0000

UNANSWERED
 CALLS
 1111
 1111
 1111
 1111



- NOTES:**
- 1) FLOOD STATEMENT ACCORDING TO COMMUNITY PANEL NO. 488364444A, DATES APRIL 2, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FOR THE PORTION OF THIS PROPERTY IS WITHIN SHADDED FLOOD ZONE 4002 SUBJECT TO THE 100-YEAR FLOOD ELEVATIONS DETERMINED BY THE NFIP.
 - 2) THE BASIS OF BEARING IS BASED ON THE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4002 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 ETAKES SHOWS HEREON PER BOUNDARY ADJUSTMENT AGREEMENT BETWEEN THE CITIES OF LAVON AND NEVADA DATED MAY 21ST, 2020.
 - 6) ALL LOTS SHOWN HEREON ARE WITHIN COMMUNITY INDEPENDENT SCHOOL DISTRICT BOUNDARY.
 - 7) ALL CORNERS ARE ONE-HALF INCH IRON ROD WITH YELLOW CAP STAMPED ".50" SET UNLESS OTHERWISE NOTED.
 - 8) THE WATER SYSTEM IS OWNED AND OPERATED BY BEAR CREEK SPECIAL UTILITY DISTRICT (BCSD).
 - 9) 3" WALL MAINTENANCE EASEMENT IS DEDICATED TO THE HOMEOWNER'S ASSOCIATION FOR THE MAINTENANCE OF THE COMMON FENCE LINE OF LAVON AND LAKEFOUR NOTION.

ROUND-JOINTS:
 THE NEW EASEMENT RESTRICTS CONSTRUCTION OF PERMANENT STRUCTURES HEREON SUCH AS DRIVEWAYS, FENCES, POSTS, AND BELLEVUE SHALL NOT BE DEEPER THAN TWO FEET BELOW ORIGINAL GROUND, EXCEPT FOR FENCES AND NORMAL LANDSCAPING ALLOWED. HOWEVER, THE NEW EASEMENT ASSUMES NO RESPONSIBILITY FOR DAMAGES TO THE EXISTING DRIVEWAY, FENCES, OR OTHER STRUCTURES. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE COST OF REPAIR FOR DAMAGE TO THE IMPROVEMENTS RESULTING FROM CONSTRUCTION OF THE DEVELOPER. CONTRACTOR OF OWNER WILL BE RESPONSIBLE FOR THE REPAIR OF THE EXISTING DRIVEWAY, FENCES, OR OTHER STRUCTURES.

**PRELIMINARY PLAT
 ELEVON
 PHASES 3 AND 4**

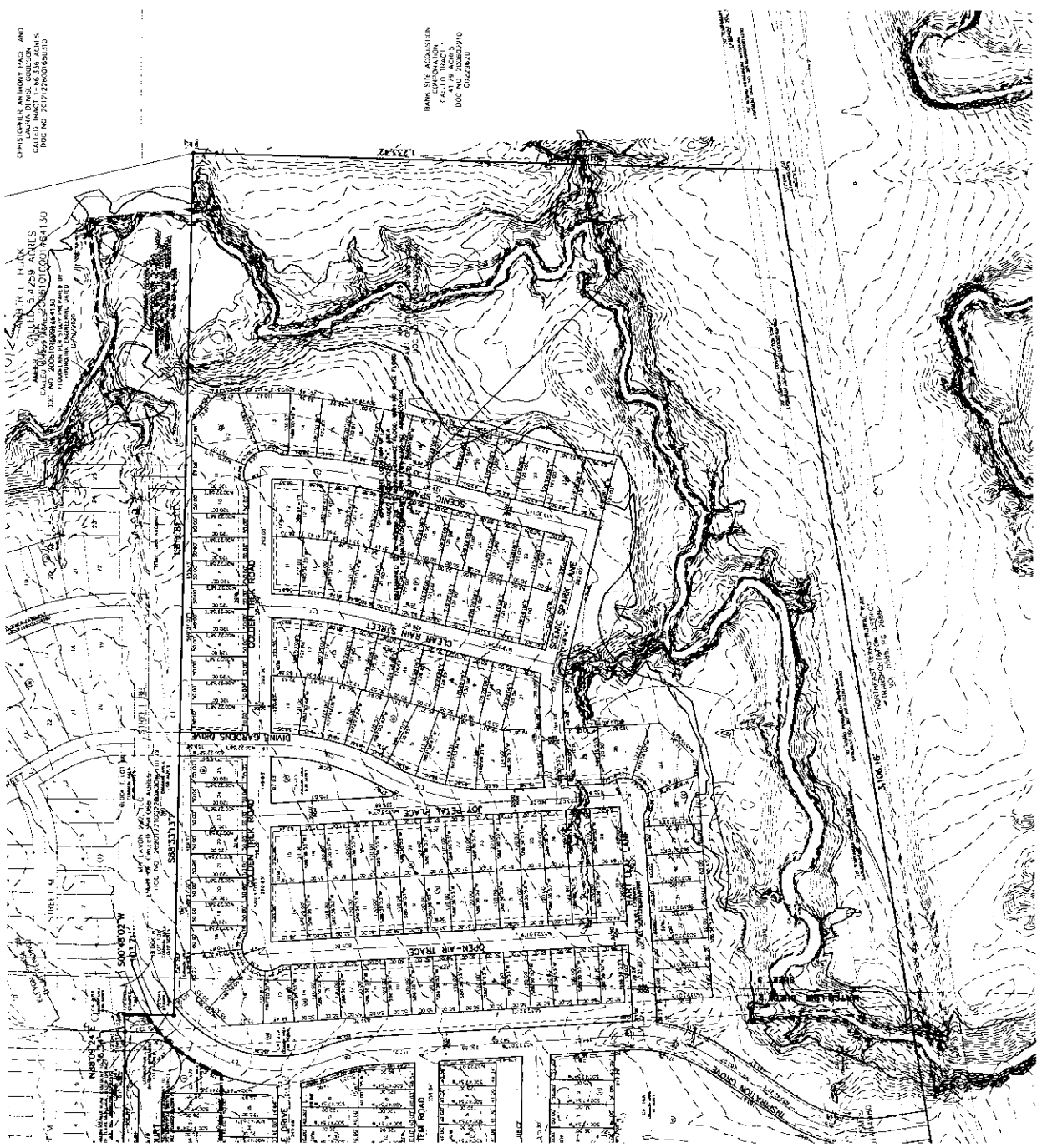
472 RESIDENTIAL LOTS
 13 OPEN SPACE LOTS
 PART OF ARISTON HILLS
 MUNICIPAL UTILITY DISTRICT NO. X
 BEING 130.067 ACRES OUT OF
 THE SAMUEL M. RANNEY SURVEY, ABSTRACT NO. 740,
 CITY OF LAVON, TEXAS
 COLLIN COUNTY, TEXAS

OWNER
 MA LAVON 292, LLC
 15443 Knoll Trail Drive, Suite 130
 Dallas, TX 75248
 (972) 715-5448

APPLICANT/DEVELOPER
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 4308 MILLER ROAD, SUITE A
 ROBERTSON, TEXAS 75068
 (214) 607-4244
 (817) 928-6139 FAX

SURVEYOR/ENGINEER
 JBI PARTNERS, INC.
 2121 Midway Road, Suite 300
 Carrollton, Texas 75006
 (972) 748-7676

Date: May 17, 2021
 Sheet 3 of 5





CITY OF LAVON Agenda Brief

MEETING: February 15, 2022

ITEM: 7 – D

Item:

Public hearing, discussion and action regarding the Parks and Recreation Master Plan and Ordinance No. **2022-02-09**, enacting an amendment to the City of Lavon Code of Ordinances, Chapter 9 “Planning and Development Regulations”, Article 9.01 “General Provisions”, to add Section 9.01.002 “Adoption of Parks and Recreation Master Plan; Purpose”; providing a conflict clause; providing a savings clause; finding and determining that the meeting at which this ordinance is adopted to be open to the public as required by law; and setting an effective date.

- 1) Presentation of Parks and Recreation Master Plan.
- 2) **PUBLIC HEARING** to receive comments regarding the Parks and Recreation Master Plan.
- 3) Discussion and action adoption of the Parks and Recreation Master Plan.

Background:

The development of the Parks and Recreation Master Plan (PRMP) kicked off in March 2021. The PRMP is intended to provide a vision for parks and recreation for the next ten years and inform established policies to achieve the vision, including for new development and capital improvements. Additionally, the PRMP provides a framework for other plans, improvements, investments, and budgetary decisions. Approval of a Parks Study/Plan is required in order for the City to adopt parkland dedication and development fees and the PRMP contributes to Texas Parks and Wildlife Department grant funding eligibility and fee capabilities for new development.

Code Excerpt:

City of Lavon – Chapter 2. Boards and Commission, Division 4. Parks and Recreation Board

Section 2.06.098 Parks and Recreation Plan

- (a) The board shall, as a whole or as individual parts thereof, prepare or cause to be prepared a parks and recreation plan for the benefit, beautification, health and enrichment of the lives of the citizens and visitors to the city.
- (b) The parks and recreation plan may include but is not limited to the following elements:
 - (1) Types and location of parks;
 - (2) Types and locations of sports facilities;
 - (3) Type and location of walking trails;
 - (4) Location of recreational facilities;

- (5) Use of recreational facilities; and
 - (6) Establish rules for the use of parks and recreational facilities.
- (c) The board shall, as a whole or as individual elements thereof, present and recommend the adoption of the parks and recreation plan to the city council.

The PRMP development process included incorporation of community feedback gathered from the 2019 Community Vision Assessment, stakeholder interviews, an online parks and recreation survey of residents, plan drafting, an on-demand community forum and status presentations to the Parks and Recreation Board. The PRMP Concepts and Highlights and a video presentation were posted on www.PlanLavon.com for several months.

On February 8, 2022, the Parks and Recreation Board voted unanimously to recommend to the City Council approval of the proposed PRMP. If there are any questions or comments regarding the proposed PRMP, please contact Kim Dobbs at kdobbs@lavontx.gov.

Financial Implications:

Some but not all of the key recommendations in the PRMP may require professional services to prepare and implement recommendations of the PRMP and additionally the PRMP recommends staffing considerations. The recommended actions set out in the PRMP that involve funding allocation will be considered in the preparation of the FY 2022-23 annual budget.

Staff Notes:

Approval is recommended.

- Attachment:**
- 1) Link to the Proposed Parks and Recreation Master Plan
 - 2) Proposed Ordinance

Download proposed plan at www.PlanLavon.com



PARKS AND RECREATION MASTER PLAN CITY OF LAVON, TEXAS

DRAFT

FEBRUARY 11, 2022

Changes since draft posted on February 6, 2022:

Updated development projections

Non-substantive wording adjustments

Action 3.1 split into two actions (now 3.1 and 3.2) for clarification of intent, Previous Action 3.1 (now 3.2) clarified to be gross acreage, and Action 4.1 clarified to be in accordance with this Plan

CITY OF LAVON, TEXAS
ORDINANCE NO. 2022-02-09

Adoption – Parks and Recreation Master Plan

AN ORDINANCE OF THE CITY OF LAVON, TEXAS, ENACTING AN AMENDMENT TO THE CITY OF LAVON CODE OF ORDINANCES, CHAPTER 9 “PLANNING AND DEVELOPMENT REGULATIONS”, ARTICLE 9.01 “GENERAL PROVISIONS”, TO ADD SECTION 9.01.002 “ADOPTION OF PARKS AND RECREATION MASTER PLAN; PURPOSE”; PROVIDING A CONFLICT CLAUSE; PROVIDING A SAVINGS CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Lavon, Texas (the “City”) is a Type A general law municipality; and

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

WHEREAS, the City of Lavon Code of Ordinances, Chapter 2, Section 2.06.098 provides for the preparation of a parks and recreation plan for the benefit, beautification, health, and enrichment of the lives of the citizens and visitors to the city; and

WHEREAS, the Parks and Recreation Board and the City Council of the City of Lavon have heretofore engaged a professional planner, obtained, and analyzed community feedback, participated in public meetings and online engagement, and conducted substantial study; and

WHEREAS, after public hearing and due deliberations and consideration of the recommendation of the Parks and Recreation Board, and the information and other materials received at public meetings, the City Council hereby finds and determines that adoption of the 2022 Parks and Recreation Master Plan is in the public’s best interests and in support of the health, safety, morals, and general welfare of the citizens of the City of Lavon.

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

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

Section 2. Amendment. Chapter 9 “Planning and Development Regulations”, Article 9.01 “General Provisions” of the City’s Code of Ordinances is hereby amended to add Section 9.01.002 “Parks and Recreation Master Plan; Purpose” to read as follows:

Section 9.01.002 “Parks and Recreation Master Plan; Purpose”

a) The Parks and Recreation Master Plan, having been reviewed by the city council and found to be acceptable and in the best interests of the City of Lavon and its citizens is hereby approved and adopted.

(b) The Parks and Recreation Master Plan shall be utilized for the purpose of guiding future acquisition and development of parks and trails within the city.

Section 3. Conflict Clause. To the extent any provisions of the City's Subdivision Ordinance, codified as Article 9.02 of the City's Code of Ordinances, are in conflict with this Ordinance, this Ordinance shall control.

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

Section 5. Open Meeting. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.042, Texas Government Code.

Section 6. Effective Date. This Ordinance shall take effect immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas, this 15th day of February 2022.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary



CITY OF LAVON Agenda Brief

MEETING: February 15, 2022

ITEM: 7 - E

Items:

Discussion and action regarding Ordinance No. **2022-02-10** ordering a Special Local Option Election to be held May 7, 2022, for the purpose of submitting to the qualified voters of the City of Lavon the following proposition: "The legal sale of all alcoholic beverages including mixed beverages in the City of Lavon".

Background:

On December 15, 2021, the City Secretary received a qualified *Application for Petition for Local Option Election to Legalize "The legal sale of alcoholic beverages including mixed beverages."* for which the signatures were verified and petitions issued in accordance with state law. The City Secretary received a 78-page petition for a Local Option Election to legalize the sale of all alcoholic beverages including mixed beverages in the City of Lavon on January 6, 2022.

Pursuant to Texas Election Code; Chapter 501; Section 501.032, the total number of valid signatures required for the petition to be sufficient is equal to or greater than 35% of the registered voters in the political subdivision who voted for governor in the most recent gubernatorial election.

Upon review and careful examination of the petition, the City Secretary found that such qualified signers DO constitute the five hundred and seven) 507 signatures required pursuant to the Texas Election Code; Chapter 501; Section 501.032. Therefore, the City Secretary has certified that the petition was sufficient to cause the City Council to order a local option election to be held on the issue set forth in the petition.

Texas Election Code Section 501.032 states that the governing body must call an election at the next regular meeting on or after the 30th day after the date the petition was submitted to the City Secretary, which is February 15, 2022. The election must be ordered for the next uniform election date which is May 7, 2022.

Staff Notes:

Approval is recommended.

Attachments: 1. Certificate of City Secretary
2. Proposed Ordinance
3. Notice of Special Election



CERTIFICATE OF CITY SECRETARY

I, Rae Norton, City Secretary for the City of Lavon, Texas, hereby certify that I have reviewed the Petition for Local Option Election to Legalize the Legal Sale of all Alcoholic Beverages including Mixed Beverages, submitted to this Office on January 6, 2022, and certify the findings as follows:


Number of signatures required: 507

Number of signatures of qualified voters: 587

The number of signatures of qualified voters required for this petition to be sufficient is 507. I hereby certify that the Petition as submitted is sufficient to cause the City Council of the City of Lavon, Texas, to order a Local Option Election to Legalize to be held on Saturday, May 7, 2022, for the purpose of submitting to the legally qualified voters of the City of Lavon the determination of whether or not the city should permit the legal sale of all alcoholic beverages including mixed beverages.

Dated this 9th day of February, 2022

City of Lavon, Texas


Rae Norton, City Secretary

CITY OF LAVON, TEXAS

ORDINANCE NO. 2021-02-10

Order of Special Local Option Election on May 7, 2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, ORDERING A SPECIAL LOCAL OPTION ELECTION TO BE HELD ON MAY 7, 2022, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF LAVON THE FOLLOWING ISSUE: LEGALIZING THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES INCLUDING MIXED BEVERAGES IN THE CITY OF LAVON; DESIGNATING LOCATIONS AND HOURS OF POLLING; ORDERING NOTICES OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AUTHORIZING THE MAYOR AND CITY SECRETARY TO TAKE ALL ACTIONS NECESSARY TO COMPLY WITH APPLICABLE ELECTION LAWS; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lavon, Texas ("City") is a Type A general-law municipality of the State of Texas; and

WHEREAS, a Petition for Local Option Election was presented to the City Secretary on January 6, 2022 and the City Secretary has verified that the petition bears the actual signatures of a number of qualified voters of the political subdivision equal to at least 35 percent of the registered voters in the City of Lavon who voted in the most recent gubernatorial election for the ballot issue that permits voting for or against "the legal sale of all alcoholic beverages including mixed beverages" and

WHEREAS, the Petition for Local Option Election, attached herewith as Exhibit "A" and made a part hereof, is presented to the City Council of the City of Lavon, Texas, for consideration by the City Council to order a special election "For/Against the Legal Sale of All Alcoholic Beverages Including Mixed Beverages" in the City of Lavon, Texas; and

WHEREAS, as set forth in Texas Election Code, Section 501.032, the City Council, on February 15, 2022, its next regular session on or after the 30th day after the date the petition is filed, shall order a local option election to be held on the issue set forth in the petition; and

WHEREAS, Section 41.001 of the Texas Election Code establishes Saturday, May 7, 2022, as the first succeeding uniform election date following the adoption of this Ordinance for which sufficient time elapses for the holding of an election; and

WHEREAS, the City and Collin County, Texas ("County"), are entering into a contract for election services whereby the County will conduct all aspects of the special election; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Section 551.043 of the Texas Government Code.

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

SECTION 1. The findings set forth above are true and correct and are incorporated into this Ordinance as if fully set forth herein.

SECTION 2. A special election of the City of Lavon, Texas is hereby ordered and will be held within the City on the 7th day of May 2022, between the hours of 7:00 a.m. and 7:00 p.m., to consider the legalization of the following in the City of Lavon:

The legal sale of all alcoholic beverages including mixed beverages.

SECTION 3. The official ballots for said election shall be prepared in accordance with Sections 52.072 and 501.035 of the Texas Election Code, as amended so as to permit all eligible voters of the City to vote “FOR” or “AGAINST” the proposition, with the ballots to contain such provisions, markings and language as required by law and with such propositions to be expressed substantially as follows:

City of Lavon Proposition A

The legal sale of all alcoholic beverages including mixed beverages.

(Ciudad de Lavon Propuesta A)

(La venta de todas bebidas alcoholicas incluyendo bebidas mixtas.)

- For (A favor)
- Against (En contra)

SECTION 4. The City agrees to conduct a joint election with the political subdivisions designated by the County Elections Officer and the election will be conducted by the County pursuant to the terms of the election services contract between the City and the County, with Election Day polling location(s) and times for the voters in the City to be determined by the County, along with all early voting matters, in accordance with the laws of the State of Texas.

SECTION 5. In accordance with Sections 31.097 and 271.006 of the Texas Election Code, the following named person is hereby appointed as the Early Voting Clerk for the purposes of conducting said Election:

Bruce Sherbet, Collin County Elections Administrator.

Applications for early voting ballots should be forwarded as follows:

Mailing Address: Bruce Sherbet, Early Voting Clerk
Collin County Elections Administration Office
2010 Redbud Blvd., Suite 102
McKinney, Texas 75069
Fax: (972) 547-1914
Email: election@collincountytx.gov

SECTION 6. Early Voting by personal appearance shall be conducted beginning April 25, 2022 and continuing through May 3, 2022. The main early voting location shall be located at:

Lavon City Hall
120 School Rd, Lavon, Texas 75166

Early voting shall take place during the dates and times and at voting locations as prescribed by the Collin County Elections Administrator and the State of Texas.

SECTION 7. This election shall be held in accordance with, and shall be governed by, the election laws of the State of Texas. The Mayor, City Secretary or City Council shall perform each act as is required to be performed, in connection with the holding and consummation of such election, and to give effect to the intent of this Ordinance and the City's election contract with the County.

SECTION 8. All registered, qualified voters of the City shall be permitted to vote at the election. In addition, the election materials enumerated in the Texas Election Code, as amended, shall be printed in English and Spanish for use at the polling places and for early voting for the election.

SECTION 9. The election shall be held in accordance with the Constitution of the State of Texas, the Election Code.

SECTION 10. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause 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 that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 11. The City Secretary is hereby authorized to give Notice of the Election by posting a notice of election in both English and Spanish at Lavon City Hall located at 120 School Road, Lavon, Texas, on the bulletin board not later than twenty-one (21) days prior to the date upon which the Election is to be held, and by publication of said notice at least once in the official newspaper of the City, being a newspaper of general circulation within the Town, the date of said publication to be not less than ten (10) days nor more than thirty (30) days prior to the date set for the Election. Upon publication of the election notice, the City Secretary shall secure a publisher's affidavit.

SECTION 12. It is hereby officially found and determined that all notice required by law has been given and notice of this Ordinance was posted and the Ordinance passed in accordance with the Open Meeting Act.

SECTION 13. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

DULY PASSED and APPROVED by the City Council of the City of Lavon, Texas, on the 15th day of February 2022.

Vicki Sanson
Mayor

ATTEST:

Rae Norton
City Secretary

ORDINANCE NO. 2021-02-10

EXHIBIT A

PETITION

CITY OF LAVON, TEXAS
NOTICE OF SPECIAL ELECTION
(AVISO DE ELECCIONES ESPECIAL)

To the registered voters of the City of Lavon, Texas (*a los votantes registrados del Ciudad de Lavon, Texas*):

A special local option election is hereby ordered to be held on May 7, 2022, for the purpose of permitting the legal sale of all alcoholic beverages including mixed beverages. (*Por la presente se ordena la celebración de una elección especial el 7 de mayo de 2022, con el fin de permitir la venta legal de todas las bebidas alcohólicas, incluidas las mezclas.*)

ELECTION DAY VOTING LOCATION (*DÍA DE LA ELECCIÓN lugar de votación*):

May 7, 2022 7:00 a.m. – 7:00 p.m. Lavon City Hall, 120 School Road, Lavon, Texas
7 de mayo de 2022 7:00 a.m. – 7:00 p.m. Lavon Ayuntamiento, 120 School Road, Lavon, Texas

Eligible City of Lavon registered voters (with an effective date of registration on or before April 7, 2022) may vote at any Collin County Voting Location. A list of Voting Locations can be downloaded at www.cityoflavon.com.

(Ciudad elegibles de Lavon votantes registrados (con una fecha de vigencia de la inscripción en la tarde del 7 de abril de 2022) pueden votar en cualquiera de las ubicaciones del Condado de Collin de voto. Una lista de los lugares de votación se puede descargar en www.cityoflavon.com).

EARLY VOTING BY PERSONAL APPEARANCE WILL BE CONDUCTED AS SHOWN BELOW: (*La votación adelantada en persona se llevará a cabo como se muestra a continuación*): (or as amended by the Collin County Election Administrator) (*o según enmendado por el Administrador de Elecciones del Condado de Collin*)

Lavon City Hall, 120 School Road, Lavon, Texas
Lavon Ayuntamiento, 120 School Road, Lavon, Texas

April 25 - April 29 8:00 a.m. - 5:00 p.m. (*25 de abril-29 de abril, 8:00 a.m. - 5:00 p.m.*)

April 30 7:00 a.m. - 7:00 p.m. (*30 de abril, 7:00 a.m. - 7:00 p.m.*)

May 1 1 p.m.- 6 p.m. (*1 de mayo, 1:00 p.m. – 6:00 p.m.*)

May 2 – May 3 7 a.m. - 7 p.m. (*2 de mayo-3 de mayo, 7:00 a.m. – 7:00 p.m.*)

May 7 7 a.m. – 7 p.m. (*7 de mayo, 1:00 p.m. – 6:00 p.m.*)

Early Voting Polling Places for the election shall include all locations established by the Collin County Elections Department as Early Voting Polling Places as listed at www.collincounty.gov/elections.

Applications for ballot by mail shall be mailed to:

(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)

Bruce Sherbet, Elections Administrator
Early Voting Clerk, Collin County
2010 Redbud Blvd., Suite 102
McKinney, TX 75069
Fax: (972) 547-1914 E-mail: election@collincountytexas.gov

Applications for ballots by mail must be received by close of business on April 26, 2022. (*Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio abril 26, 2022*)

So resolved by the City Council of the City of Lavon on February 15, 2022.

Vicki Sanson, Mayor
Firma del Alcalde



CITY OF LAVON Agenda Brief

MEETING: February 15, 2022

ITEM: 7 – F

Item:

Discussion and action regarding Ordinance No. 2022-02-11 amending Ordinance No. 2021-09-02 that approved and adopted a Budget for the city for the fiscal year October 1, 2021 through September 30, 2022 to amend adopted revenues and expenditures of the budget; and declaring an effective date.

Background:

To appropriately allocate funds to cover expenditures and allow for budget variances, the proposed budget amendment is presented for the City Council's consideration. The amendment conforms to a balanced budget.

The proposed amendment provides for operational increases in the sales tax rebate expenditures that are offset by increased sales tax revenues and for actual expenditures for the payoff on the Fire Department Cascade system and the Police Department Report Management System. Additionally, the proposed amendment reconciles expenditures from designated fund balance authorized in FY 2020-21 that were unable to be accomplished. The unused designated fund balance came forward to fund two police vehicles, new and improved school zone signs, the installation of the shade structure at the City Hall park playground, and Public Works heavy equipment consisting of the backhoe and trailer and dump truck.

The proposed amendment provides for adjustments in the authorized staffing to bring the part-time police detective on full-time and to change one of the authorized firefighters to a lieutenant. Increases in revenues provide more than sufficient funding for the adjustments.

Financial Implications:

The proposed amendment allocates funding appropriately and total proposed expenditures are not greater than proposed revenues.

Staff Notes:

Approval is recommended.

Attachments: Proposed Ordinance

CITY OF LAVON, TEXAS
ORDINANCE NO. 2022-02-11

Budget Amendment #3 - Fiscal Year 2021-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AMENDING ORDINANCE NO. 2021-09-02, THAT APPROVED AND ADOPTED A BUDGET FOR THE CITY FOR THE FISCAL YEAR OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022 TO AMEND ADOPTED REVENUES AND EXPENDITURES OF THE BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lavon, Texas has adopted and approved a budget of the expenditures and revenues of all City Departments, Divisions and Offices for the Fiscal Year 2021-22; and

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

WHEREAS, pursuant to the laws of the State of Texas and Section 102.010 of the Local Government Code, the City Council has determined that it will be beneficial and advantageous to the citizens of Lavon to amend the City's 2021-22 fiscal year budget, as amended and as set forth herein for municipal purposes; and

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

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

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

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

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

Section 4. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

DULY PASSED and APPROVED by the City Council of the City of Lavon, Texas, on the 15th day of February 2022.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary

ORDINANCE NO. 2022-02-11

Exhibit A

EXHIBIT A

**FY 2021-22 BUDGET
AMENDMENT #3**

		2021-22 APPROVED BUDGET	PROPOSED AMENDMENT	Amendment Allocation	
				DEBIT	CREDIT
GENERAL FUND					
SOURCE OF FUNDS					
	Beginning Reources	\$1,376,500	\$1,876,750		\$500,250
	Total Source of Funds				<u>\$500,250</u>
EXPENDITURES					
10-21-6264	Sales Tax Grant	\$20,000	\$45,000	\$25,000	
10-29-6403	Report Management System	\$8,000	\$9,500	\$1,500	
10-29-7515	Police Vehicles	\$23,670	\$132,210	\$108,540	
10-40-6550	Signage	\$6,000	\$11,600	\$5,600	
10-40-6352	Heavy Equipment	\$0	\$235,000	\$235,000	
10-48-7036	FD Furnishings	\$10,000	\$15,000	\$5,000	
10-50-8151	Parks Improvements	\$30,000	\$75,000	\$45,000	
	Total Expenditures			<u>\$425,640</u>	
				<u>\$425,640</u>	<u>\$500,250</u>
			Net Change		\$74,610

Authorized Staffing Plan

2020-21
APPROVED

2021-22
APPROVED

2021-22
AMENDED

2021-22
PROPOSED
AMENDMENT

Municipal Court Services				
Mun Court Clerk/ PD Sec	1	1	1	1
Total	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>
Administration Services				
City Administrator	1	1	1	1
City Secretary	1	1	1	1
Accounting Administrator	1	1	1	1
Municipal Services Coordinator	1	1	1	1
IT Specialist	1	1	1	1
Administrative Assistant	0	0.5	0.5	0.5
Finance Admin	0	0.5	0.5	0.5
Total	<u>5</u>	<u>6</u>	<u>6</u>	<u>6</u>
Fire Services				
Fire Chief	1	1	1	1
Fire Lieutenant	0	0	0	1
Firefighter/EMT-B	0	0	3	2
Total	<u>1</u>	<u>1</u>	<u>4</u>	<u>4</u>
Police Services				
Police Chief	1	1	1	1
Police Lieutenant	1	1	1	1
Corporal	0	0	0	0
Sergeant	2	2	2	2
Patrol/CID	1	1.5	1.5	2
Patrol Officer	7	7	7	7
Total	<u>12</u>	<u>12.5</u>	<u>12.5</u>	<u>13</u>
Public Works Services				
Director of Public Works	1	1	1	1
Crewleader	0	1	1	1
Public Works Maintenance Worker	2	2	2	2
Total	<u>3</u>	<u>4</u>	<u>4</u>	<u>4</u>
Total Positions Authorized	<u>22</u>	<u>24.5</u>	<u>27.5</u>	<u>28</u>



CITY OF LAVON Agenda Brief

MEETING: February 15, 2022

ITEM: 7 – G

Item:

Discussion and action regarding Resolution No. **2022-02-04** approving and authorizing the Mayor to execute an Agreement for Consulting Services with EIKON Consulting Group, LLC for professional services related to the renovations and expansion of the Fire Department and Public Works facilities.

Background Information:

On September 7, 2021, the City Council adopted the 2022-2026 Community Vision Capital Improvements Plan (CIP) that includes a CIP project for Fire, Police, and Public Works facilities improvements and expansion (CIP-9). Based upon the needs assessment, development opportunities, and the determination of the optimal geographic location for the Fire Department, the Police Department facilities improvements in the near term were deferred as recommended by the Police Chief.

The current project focuses on renovations and expansion of the Fire Department to serves the City's permanent main station and to expand and improve the Public Works facilities.

After a successful Request for Qualifications process, on January 4, 2022, the City Council authorized the Mayor to negotiate with EIKON Consulting Group LLC for the provision of professional architectural design and construction administration services for improvements to existing fire department and public works facilities.

Financial Implication:

The fee for services is not expected to exceed \$135,000. AG|CM reports that the proposed fee schedule is fair and consistent with market rates. Funding for the services is allocated in the CIP project budget.

Staff Notes:

Approval is recommended, subject to the City Attorney's review and approval.

Attachments: Proposed Resolution and DRAFT Agreement

CITY OF LAVON, TEXAS
RESOLUTION NO. 2022-02-04

Agreement for Consulting Services – CIP-9 Fire and Public Works facilities

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR CONSULTING SERVICES WITH EIKON CONSULTING GROUP, LLC FOR PROFESSIONAL SERVICES RELATED TO THE RENOVATIONS AND EXPANSION OF THE FIRE DEPARTMENT AND PUBLIC WORKS FACILITIES.

WHEREAS, the City Council adopted the 2022-2026 Community Vision Capital Improvements Plan (CIP) on September 7, 2021 that includes a CIP project for Fire, Police, and Public Works facilities improvements and expansion; and

WHEREAS, the City Council engaged AGCM to assist with related project management services, including procurement of professional services; and a selection review committee reviewed and scored the qualifications submittals, interviewed two firms, and identified recommendation that the City negotiate with EIKON Consulting Group, LLC; and

WHEREAS, on January 4, 2022, the City Council authorized the Mayor to negotiate with EIKON Consulting Group LLC for the provision of professional architectural design and construction administration services for improvements to existing fire department and public works facilities;

WHEREAS, the City Council has reviewed the proposed agreement and determined that it is necessary and in the best interests of the City of Lavon to approve the proposed agreement subject to the City Attorney's review and approval.

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

SECTION 1. That the City Council does hereby approve and authorize the Mayor to execute an Agreement for Consulting Services with EIKON Consulting Group, LLC for professional services related to the renovations and expansion of the Fire Department and Public Works facilities, subject to the City Attorney's review and approval.

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 15th day of February 2022.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary



D
R
A
F
T

AGREEMENT FOR CONSULTING SERVICES

Date January 28, 2022 Rev 3

Client Ms. Kim Dobbs
City of Lavon
120 School Road
Lavon, Texas 75166
(972) 843-4220
kdobbs@lavontx.gov
(Delivered via email)

Project Name and Location City of Lavon Fire Station Expansion and
Public Works Facility deemed "The Projects"
501 Lincoln Ave., Lavon, Texas 75166

As requested, EIKON Consulting Group, LLC (EIKON) is pleased to submit this proposal for professional consulting services related to the above-referenced project. Our proposed Scope of Services, Assumptions, Deliverables, Schedule, and Fee are outlined below.

Detailed Project Description

We understand that the project includes two buildings on:

Project one is the renovation and extension of the existing 2,400 SF Fire Station. The program shall be designed to fit within the existing space and a 1,800 SF addition (extension). The programmed spaces will be conditioned, type to be determined, and include apparatus bays, and associated use spaces as determined during the programming phase of the project. Eikon to provide alternate design option for office space and dormitories and will be included as a bid alternate,

Project two is a ground-up, 1,000 SF pre-engineered metal building for "Public Works". The interior of the space will be programmed to include required spaces to support public works, client to verify programmed spaces as part of the initial process and provide information related to use and space needs. All of the interior spaces shall be code compliant as well as include accessible restrooms. The building will be conditioned for both cooling and heating.

In addition to the design and construction administration for the building, EIKON will provide all required civil engineering services for a fully functioning site for both facilities and has included all service related to the site from a functional and legal standpoint. EIKON will provide all necessary contract documents, including construction documents, specifications (including client front-ends) for bidding a Competitive Sealed Proposal construction delivery method.

Scope of Services (Exhibit A)

Descriptions of Specific Services

Architectural

- Programming
- Space Planning
- Code Review
- Egress Plan
- Floor Plans
- Elevations
- Reflected Ceiling Plans
- Interiors
- Wall Sections
- Development of Construction Documents
- Development of Specifications
- Energy Code – Envelope COMCheck
- Opinion of Probable Cost
- Accessibility Plan Review
- EIKON has included hours to attend up to (4) project design meetings with the Client.

Civil

- Existing Conditions and Demolition Plan
- Site and Dimensional Control Plan
- Grading Plan
- Compensatory Storage Grading Plan (Detention Pond)
- Existing and Proposed Drainage Area Maps (with calculations)
- Paving and Striping Plan
- Utility Plan
- Septic design for Sanitary Sewer
- Retaining wall design up to 4'-0" in height above adjacent grade.
- Utility Details
- Recommended Erosion and Sediment Control Plan
- Site Construction Details
- Erosion Control Details
- Permitting and approvals are anticipated to be limited to the City of Lavon. EIKON will respond to (2) sets of City comments on design plans and resubmit to the City for approval.
- EIKON has included hours to attend (2) meetings with City Staff or their Consultant to coordinate the project through the submittal process and discuss design comments.

Structural

- EIKON will perform a structural evaluation of the existing structure and provide a written report
 - The evaluation will be based on visual observation, any plans available, and experience
- Foundation Plans
- Roof Framing Plan (Fire Station)
- Details and Sections
- Development of Specifications

Mechanical, Electrical, Plumbing

- Interior Lighting Design
- Power, Signal, and Electrical Distribution Design
- Design of Rough-in Requirements for Data, Security, and Communications Systems
- Fire Alarm Performance Specifications
- HVAC Design
- Plumbing Design
- Fire Protection Performance Specifications
- Interior lighting and mechanical COMcheck
- Development of Specifications

Construction Administration

- Permitting Assistance
- Bidding Assistance
- Checking Shop Drawings
- Construction Kickoff Meeting and Occasional Site Meetings with Contractor
- Answering RFIs
- Clarification Drawings as Requested
- Review Payment Applications
- EIKON has included hours to attend up to (10) **site observations.**
- Project Close-Out
- Accessibility Inspection Coordination

Assumptions

Typical Assumptions

- The client will provide the necessary information for the timely completion of the project.
- EIKON will not provide the following services:
 - Continuous On-Site Observation or Quality Control
 - Construction Materials Testing and Special Inspections
 - Geotechnical
 - Landscape Architecture
 - Renderings
 - **Retaining Wall Design**
 - **Topographical and Tree Survey**
 - Geotechnical
 - Re-Platting
 - **Sanitary Sewer and or Septic System.**
- The Client will reimburse all required fees to any regulatory agencies for submission and or review.
- EIKON's fee assumes that the project will progress in a continuous and orderly fashion and we will expedite the project as much as practical. Significant project delays through no fault of EIKON may be the basis for the negotiation of additional fees for professional services.
- If additional out-of-scope work is required in connection with this project, we will complete the work on an hourly basis at our current rates, whether directed by the Owner or required jurisdiction.
- Changes in design by the Client and/or the Owner after approved design during a phase of work is completed and/or after any City submittals and/or approvals will be an extra service

requiring a separate proposal/Additional Services Request, whether directed by the Owner or required jurisdiction.

- Construction as-built drawings are not included.

Civil Assumptions

- Onsite drainage will be designed as a collection and conveyance system using site grading and catch basins to connect to the existing drainage system.
- Onsite drainage will be designed to sheet flow to drain into the existing drainage system.
- The existing onsite utilities have adequate capacity to serve the proposed facility. Water supply will be provided by connection to the existing onsite water utilities without any improvements or modifications. arthwork calculations will not be required.
- Any site foundations including retaining walls or structures will be by others or will require additional services.
- Preparation and submittal of reports, calculations, and drawings to FEMA for a proposed revision to the Flood Insurance Rate Map are not included. Should these be required, EIKON will submit a proposal or Additional Services Request at the appropriate time for this work.
- We assume existing utility connections will be used, and understand that the existing sewer outlets will need to be reworked. No extension of City mains is included in this scope. Should an extension of existing City mains be desired, EIKON will submit a proposal or Additional Services Request for this design.
- No Traffic Impact Study is required.
- No Drainage Study is included in this proposal. Should such a study be required by the City of Lavon for this development, we will submit a proposal or Additional Service Request for this work.
- No Rezoning is required for the site.
- The Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent/Termination (NOI/NOT) are assumed to be the responsibility of the Contractor. EIKON will provide a Recommended Erosion Control Plan and details only, which may be used by the Contractor for inclusion in his submittal.

Structural Assumptions

- Any site foundations including retaining walls or structures outside the building envelope will be provide vide our civil scope of services.
- Pre-engineered Metal Buildings will be designed by licensed engineer and reactions provided to EIKON for verification of foundation design.
- Client to provide EIKON a completed Soils Report

Mechanical, Electrical, Plumbing Assumptions

- Design of fire alarm system to be performed by a third party.
- Design of data, security, and communication systems to be performed by a third party.

Deliverables

- EIKON will submit PDF format electronic drawings

Schedule (Exhibit B)

Once Notice to Proceed is received, a formal schedule will be developed and presented.

Fee (Exhibit C)

- The Architectural, Structural fee to be based on a percentage of the total construction cost of the "The Projects" (to be adjusted at the last billing when the actual costs are determined): 9.5% x **Construction Costs**.
- Additional Fixed Fee Costs
 - Civil Construction Plans \$15,000
 - Construction Administration: 1% x Construction Costs.
- **Reimbursable expenses**, including but not limited to, postage/shipping, printing/reproduction, mileage, and all travel expenses, shall be invoiced at cost +10%.

Invoices are processed monthly and are based on a percentage of completion.

Fee to be paid within 30 days after the delivery of an **invoice** from EIKON.

Unpaid invoices shall serve interest at 1.0% per month.

Notice to Proceed

EIKON must receive (by fax, email, or regular mail) this signed services agreement. **This proposal will remain in effect for 30 days.**

If this proposal meets with your approval, please sign the attached agreement authorizing our office to begin work. Note that references in the agreement to Exhibits A, B, and C are those identified above.

Thank you for considering EIKON for your consulting services. We look forward to working with you and your staff on this project. Should you have any questions regarding this proposal, please do not hesitate to contact us.

EIKON SHORT FORM AGREEMENT

THIS AGREEMENT is made this 28th day of January 2022 by and between EIKON Consulting Group, LLC (hereinafter "EIKON") and the City of Lavon (hereinafter "Client"). Client and EIKON, for the consideration hereinafter set forth, hereby agree as follows:

1. Services of EIKON - EIKON agrees to provide the professional services described in Exhibit A attached hereto (hereinafter the "Services").
2. Schedule of Services - EIKON shall use professionally reasonable efforts to complete the Services in a timely fashion to meet the Client's requirements. If the parties have agreed to a specific project schedule and specific milestone dates, such information will be outlined in Exhibit B attached hereto.
3. Responsibilities of Client - Client shall furnish or make available to EIKON all of its records, maps, or other data which are pertinent to EIKON's work provided that such provisions of information are allowed by law. The Client shall authorize and assist EIKON in obtaining any such pertinent information from other public and private sources. EIKON may use such information, requirements, reports, data, surveys, and instructions in performing the Services and is entitled to rely upon the accuracy and completeness thereof. EIKON shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client or any member of the Client Group. As used herein the term "Client Group" means individually or in any combination Client, its affiliates, any subcontractors of Client, and their respective officers, directors, employees, partners, members, managers, representatives, agents, licensees, invitees, and assignees.
4. Compensation - As compensation for the performance of the Services, Client shall pay EIKON its fees and expenses per Exhibit C attached hereto. Payments from Client to EIKON are due at the address appearing on the applicable invoice within 30 days following the invoice date. Invoices not paid by the Client within 30 days of the invoice date will accrue interest from the 31st day at the rate of 1% per month (12% per annum) until paid. Client agrees that all amounts owed to EIKON by Client shall be paid by Client to EIKON on the date due (as specified herein), regardless of whether Client shall have any received payment, remuneration, or other compensation from any third party.
5. Termination - This Agreement may be terminated by either party upon not less than seven (7) days written notice delivered to the other party at the notice address set forth on the signature page hereto. Either party may change its address for notices hereunder upon seven (7) days written notice to the other party. EIKON shall be compensated for all Services performed until EIKON's receipt of a written notice from the Client, plus any fees and/or costs reasonably necessary to properly terminate the Services and any projects associated therewith.
6. Relationship of Parties - EIKON is and shall at all times during the term of this Agreement be an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture, or any other association and, except as otherwise outlined in a separate written agreement between the parties, neither party shall have any right, power or authority to create any obligations, express or implied, on behalf of the other.

7. Assignment - This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by Client or EIKON without the prior written consent of the other. Any assignment without the prior written consent of the other party shall be null and void.

8. Standard of Care; Disclaimer of Warranties - The standard of care for all Services performed or furnished by EIKON under this Agreement will be the care and skill ordinarily used by the members of EIKON's profession practicing under similar conditions at the same time and in the same locality. **EIKON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE, IN CONNECTION WITH EIKON'S SERVICES. EIKON HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, OF ANY NATURE WHATSOEVER, WHETHER EXPRESS, IMPLIED, OR OTHERWISE ARISING BY OPERATION OF LAW, TRADE, USAGE OR COURSE OF DEALING, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND AS TO QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER PROVIDED FOR UNDER THE LAWS OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION AND CLIENT HEREBY AGREES AND ACKNOWLEDGES THE FOREGOING EXPRESS DISCLAIMER AND FURTHER UNDERSTANDS THAT CLIENT SHALL HAVE NO FURTHER RECOURSE AGAINST EIKON OR ANY MEMBER OF THE EIKON GROUP (AS HEREINAFTER DEFINED) **HEREIN.****

9. Insurance - EIKON shall procure and maintain worker's compensation and employer's liability insurance per requirements of the state in which the Services are being performed, comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage and professional liability insurance in the amount of \$2,000,000 per claim/annual aggregate. The Client shall be listed as an additional insured under all liability policies except for professional and automobile liability policies. Upon execution of this Agreement, EIKON shall provide Client certificates of insurance executed by EIKON that are acceptable to Client.

10. INDEMNIFICATION -

(A) TO THE EXTENT ALLOWED BY LAW, CLIENT WILL INDEMNIFY, DEFEND AND HOLD EIKON AND EACH MEMBER OF EIKON GROUP HARMLESS ON A COMPARATIVE BASIS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LEGALLY RECOVERABLE DAMAGES, LEGALLY RECOVERABLE COSTS AND EXPENSES, ACTIONS, PROCEEDINGS, LIABILITIES, OR LOSSES, OF WHATSOEVER NATURE (INCLUDING REASONABLE ATTORNEY'S FEES), FOR ANY INJURY TO OR DEATH OF PERSONS, OR DAMAGE OR LOSS TO PROPERTY OF EIKON, CLIENT OR A THIRD PARTY ARISING OUT OF ANY NEGLIGENCE OR WILLFUL MISCONDUCT OF CLIENT OR ANY MEMBER OF CLIENT GROUP. THE CLIENT WILL, ON EIKON'S REQUEST, DEFEND ANY ACTION, CLAIM OR SUIT ASSERTING A CLAIM COVERED BY THIS SECTION 10(A). AS USED HEREIN "EIKON GROUP" MEANS INDIVIDUALLY OR IN ANY COMBINATION EIKON, ITS AFFILIATES, ANY SUBCONTRACTORS OF EIKON, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, MEMBERS, MANAGERS, REPRESENTATIVES, AGENTS, LICENSEES, INVITEES, AND ASSIGNEES.

(B) EIKON WILL INDEMNIFY, AND HOLD THE CLIENT AND EACH MEMBER OF THE CLIENT GROUP HARMLESS ON A COMPARATIVE BASIS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LEGALLY RECOVERABLE DAMAGES, LEGALLY

RECOVERABLE COSTS, AND EXPENSES, ACTIONS, PROCEEDINGS, LIABILITIES, OR LOSSES, OF WHATSOEVER NATURE (INCLUDING REASONABLE ATTORNEY'S FEES), FOR ANY INJURY TO OR DEATH OF PERSONS, OR DAMAGE OR LOSS TO PROPERTY OF CLIENT, EIKON OR A THIRD PARTY ARISING OUT OF ANY NEGLIGENCE OR WILLFUL MISCONDUCT OF EIKON OR ANY MEMBER OF EIKON GROUP. EIKON WILL, ON THE CLIENT'S REQUEST, DEFEND ANY ACTION, CLAIM OR SUIT ASSERTING A CLAIM COVERED BY THIS SECTION 10(B).

11. LIMITATION ON LIABILITY - IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE SERVICES TO BOTH THE CLIENT AND EIKON, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES THAT THE TOTAL AGGREGATE LIABILITY OF EIKON GROUP TO THE CLIENT AND ANY MEMBER OF CLIENT GROUP FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF, OR IN ANY WAY RELATED TO, THE SERVICES OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT SHALL NOT EXCEED THE GREATER OF (I) THE TOTAL COMPENSATION RECEIVED BY EIKON UNDER THIS AGREEMENT OR (II) AN AMOUNT EQUAL TWO TIMES (2X) THE TOTAL AGGREGATE FEES SET FORTH ON EXHIBIT C ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. IF FOR ANY REASON THIS CLAUSE IS DEEMED UNENFORCEABLE THEN LIABILITY SHALL NOT EXCEED THE AVAILABLE LIMITS OF INSURANCE ACCORDING TO PARAGRAPH (9).

12. No Personal Liability - Notwithstanding any other provision of this Agreement to the contrary, no member of the EIKON Group shall be personally liable to Client or any member of Client Group, regardless of the cause of action asserted, including, without limitation, breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to the Services or EIKON's performance or nonperformance of the Agreement. Client for itself and on behalf of each member of Client Group agrees that subject to the terms, conditions, and limitations of this Agreement, it and each member of Client Group will look solely to EIKON for its remedy, subject to paragraph (11), for any claim arising out of or related to the Services or this Agreement

13. NOT USED

14. NO CONSEQUENTIAL DAMAGES - IN NO EVENT SHALL EIKON BE LIABLE TO CLIENT OR ANY MEMBER OF CLIENT GROUP, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY, WARRANTY, GUARANTY, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR OTHER SIMILAR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT, LOSS OF PRODUCTION, ADDITIONAL EXPENSES INCURRED IN THE USE OF THE EQUIPMENT AND FACILITIES AND CLAIMS OF CUSTOMERS OF THE CLIENT OR ANY MEMBER OF CLIENT GROUP) OF ANY NATURE ARISING AT ANY TIME OR FROM ANY CAUSE WHATSOEVER OR FOR ANY PUNITIVE OR EXEMPLARY DAMAGES OF CLIENT OR ANY MEMBER OF CLIENT GROUP.

15. Hazardous Materials: Suspension of Services - BOTH PARTIES ACKNOWLEDGE THAT EIKON'S SCOPE OF SERVICES DOES NOT INCLUDE ANY SERVICES RELATED TO THE PRESENCE OF ANY HAZARDOUS MATERIALS (AS DEFINED BELOW). IN THE EVENT EIKON OR ANY MEMBER OF EIKON GROUP INVOLVED IN PROVIDING OR

PERFORMING THE SERVICES ENCOUNTERS ANY HAZARDOUS MATERIALS, OR SHOULD IT BECOME KNOWN TO EIKON OR ANY MEMBER OF EIKON GROUP THAT HAZARDOUS MATERIALS MAY BE PRESENT ON OR ABOUT THE JOBSITE OR ANY ADJACENT AREAS THAT MAY AFFECT THE PERFORMANCE OF EIKON'S SERVICES, EIKON MAY, AT ITS SOLE OPTION AND WITHOUT LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR ANY OTHER DAMAGES, SUSPEND PERFORMANCE OF ITS SERVICES UNDER THIS AGREEMENT UNTIL THE CLIENT RETAINS APPROPRIATE QUALIFIED CONSULTANTS AND/OR CONTRACTORS TO IDENTIFY AND ABATE OR REMOVE THE HAZARDOUS MATERIALS AND WARRANTS THAT THE JOBSITE IS IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. The term "Hazardous Materials" means, without limitation, those substances or materials defined as "hazardous substances", "hazardous waste", "toxic substances", or "pollutant or contaminant" in any of the Environmental Laws (as defined below), as well as such other substances as are subsequently determined legislatively, judicially, or administratively, to be harmful or deleterious to the physical environment or the public health. The term "Environmental Laws" means all applicable local, state, and federal laws, including common law, that relate to (a) the prevention, abatement, or elimination of pollution, or the protection of the environment or natural resources; (b) the generation, handling, treatment, storage, disposal, release, or transportation of Hazardous Materials (as defined below), waste materials or hazardous or toxic substances; or (c) the regulation of, or exposure to, hazardous, toxic, or other substances alleged to be harmful, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U. S. C. § 9601, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*; the Federal Water Pollution Control Act (Clean Water Act), 33 U.S.C. § 1251, *et seq.*; the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1501, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Oil Pollution Act, 33 U.S.C. § 2701, *et seq.*; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11001, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; the Endangered Species Act, 16 U.S.C. §1531, *et seq.*; and all similar laws of any Governmental Authority having jurisdiction over the property in question. This term expressly includes the regulations of the Texas Railroad Commission relating to plugging and abandonment, equipment purging and removal, and bonding requirements respecting inactive wells, 16. T.A.C. § 3.15, as well as regulations and interpretations of the U.S. Environmental Protection Agency and the Texas Commission on Environmental Quality relating to air emissions, pollution control, and permitting that have been or may be, adopted.

16. **NOT USED**

17. Mediation – The parties, as a condition precedent to commencing litigation (other than for the non-payment of EIKON's fees), shall endeavor to resolve their claims by non-binding mediation which, shall be conducted per the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the contract and with the American Arbitration Association.

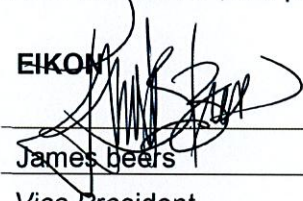
18. Other Agreements - (a) The Services to be performed by EIKON are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement; (b) any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties; (c) this Agreement (including Exhibits A, B, and C as applicable, attached hereto) represents the entire understanding of the parties as to those matters contained herein. No prior oral or written

understanding shall be of any force or effect with respect to those matters; (d) this Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties; (e) this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to the conflict of law provisions thereof; and venue for any conflicts arising under this Agreement shall be in Collin County, Texas (f) EIKON shall not be liable for any failure to perform or delay in the performance of the Services regardless of whether such delay results either directly or indirectly from: (i) accidents to, or breakdowns or mechanical failure of, EIKON's plant machinery or equipment; strikes or other labor troubles or labor shortages; fire; flood; wars; acts of the public enemy; acts of God; acts of terrorism; delays by any supplier; delays in transportation or lack of transportation facilities; embargoes; shortages of, or reductions in, energy sources; priorities, allocations, limitations, restrictions or other acts required or requested by federal, state, provincial or local governments, or any subdivision, bureau or agency thereof, or (ii) any other cause beyond the reasonable control of EIKON; (g) the failure of either party to insist in any one or more instances upon a strict performance of any of the terms, conditions and covenants hereof shall not affect or in any way impair the right of such party to require a strict performance of any such term, condition or covenant in the future; nor shall the waiver by either party of a breach of any term, condition, or covenant hereof in any instance be construed or held to be a waiver of such term, condition, or covenant, or of any succeeding breach of the same, or any other term, condition or covenant hereof; (h) all Exhibits attached to this Agreement are attached hereto and incorporated herein by reference for all purposes; and (i) this Agreement may be executed by the parties in counterparts and delivered by facsimile or electronic transmission, each of which so delivered shall be considered an original counterpart, and shall become a binding agreement when each party has executed one counterpart. (j) EIKON acknowledges and agrees to comply with the provisions set forth in Exhibit D which are mandated by the Texas Legislature.

19. **CONSTRUCTION OBSERVATION** – To the extent expressly and specifically identified in Exhibit A, EIKON shall visit the site set at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and EIKON, in order to observe in general the progress and quality of the work, construction and other services (collectively "Work") completed by the contractor employed by Client to perform such Work (the "Contractor"). Such visits, if any, and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow EIKON to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the contracts, agreements, specifications, drawings and other documents describing and detailing the Work (collectively "Contract Documents"). Based on this general observation, EIKON shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work. If the Client desires more extensive project observation or full-time project representation, the Client shall request in writing that such services be provided by EIKON as services in addition to the Services. EIKON shall not supervise, direct, or have control over the Contractor's Work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. EIKON shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. EIKON does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations. The parties hereto agree that in the event of any inconsistency in the language contained in Exhibit A hereto and in the terms of this Section 19,

the language of Exhibit A shall govern and control in all respects. "Work" as used herein shall mean those systems and elements of the project within EIKON's scope of service as set out herein.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

EIKON
By: 
Name: James Beers
Title: Vice President
Date: January 28, 2022

CLIENT
By: _____
Name: _____
Title: _____
Date: _____

Notice Address for EIKON:
EIKON Consulting Group, LLC
1405 W. Chapman
Sanger, Texas, 76266
jbeers@eikoncg.com

Notice (Billing) Address for CLIENT:
Attn: Kim Dobbs
City Administrator
City of Lavon
120 School Road
P.O. Box 340
Lavon, Texas 75166
kdobbs@lavontx.gov

Exhibit D
Statutorily Required Provisions

1. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, EIKON 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. EIKON understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

2. Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Agreement constitutes a contract for the purchase of goods or services having a value of at least \$100,000 that is paid wholly or partly from public funds for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, EIKON 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), Texas Government Code (as added by SB 19). EIKON understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

3. Certifications Regarding Terrorist Organizations and Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2252.151-.154 Texas Government Code, EIKON hereby certifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Texas Government Code, EIKON and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel, and agrees that it will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex. Gov’t Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102)

The foregoing verification is made solely to comply with Chapter 2271, Texas Government Code, as amended, to the extent the applicable provision in Chapter 2271.001, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification for Section , “boycott Israel” shall have the meaning assigned to such term in Section 808.001(1), Texas Government Code. EIKON understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

4. Required cyber-security training. To the extent that EIKON, including its subcontractors, officers, or employees, will have access to the City’s computer system or database, then Section 2054.5192, Texas Government Code requires the Contractor and its subcontractors, officers, or employees to complete a cybersecurity training program certified under Section 2054.519, Texas Government Code and selected by the City. The cybersecurity training program must be completed by EIKON and its subcontractors, officers, or employees during the term and any renewal period of the contract.

Exhibit "E"

INSURANCE REQUIREMENTS

A. Before commencing work, EIKON shall, at its own expense, procure, pay for and maintain during the term of this Agreement the following insurance written by companies approved by the state of Texas with an A.M. Best rating of at least A and acceptable to the Client. EIKON shall furnish to the Client certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number. Subscriber has the right to a copy of the full policy. The Client shall be listed as an additional insured under all liability policies except for professional & automobile liability policies.

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Continuing Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.

2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.

3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.

4. Cyber Risk Insurance (including professional oversight liability), covering acts, errors, and omissions arising out of operations or services with minimum limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate.

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

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

1. A waiver of subrogation endorsement shall be added to EIKON'S workers' compensation policies to eliminate the potential that the workers' compensation insurer will subrogate against the Client, its officials, employees, and officers and shall be contained in the Workers' Compensation insurance policy.

2. The Client, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.

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

C. All insurance shall be purchased from an insurance company that meets a financial rating of at least A or better.

Other Insurance Provisions

1. The Client is to be named as an additional insured on the Commercial General Liability Insurance policy. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to bid coverage on its behalf.

2. Insurance is to be placed with insurers with a Best rating of no less than A. The company must also be duly authorized to transact business in the State of Texas.

3. Workers' Compensation and Employers' Liability Coverage: Statutory. The insurer shall agree to waive all rights of subrogation against the Client, its officials, employees and volunteers for losses arising from the activities under this contract.

4. Certificates of Insurance and Endorsements affecting coverage required by this clause shall be forwarded to the Client upon award of the contract(s).

5. Insurance Certificate must be submitted and issued with the Client listed as the certificate holder.



CITY OF LAVON

Agenda Brief

MEETING: February 15, 2022

ITEM: 7 - H

Item:

Discussion and action regarding Board and Commission appointments – Parks and Recreation Board.

Background:

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

Appointments to the Parks and Recreation Board were postponed during work on the proposed Parks and Recreation Master Plan in order to allow for the sitting board to complete the process. The terms for three places on the Parks and Recreation Board are up for consideration:

Seat 2	Kelly Turk
Seat 4	Jennifer White
Alternate	Lindsey Hedge

Staff Notes:

All appointees wish to be reappointed to their respective positions.



CITY OF LAVON Agenda Brief

MEETING: February 15, 2022

ITEM: 8

Item:

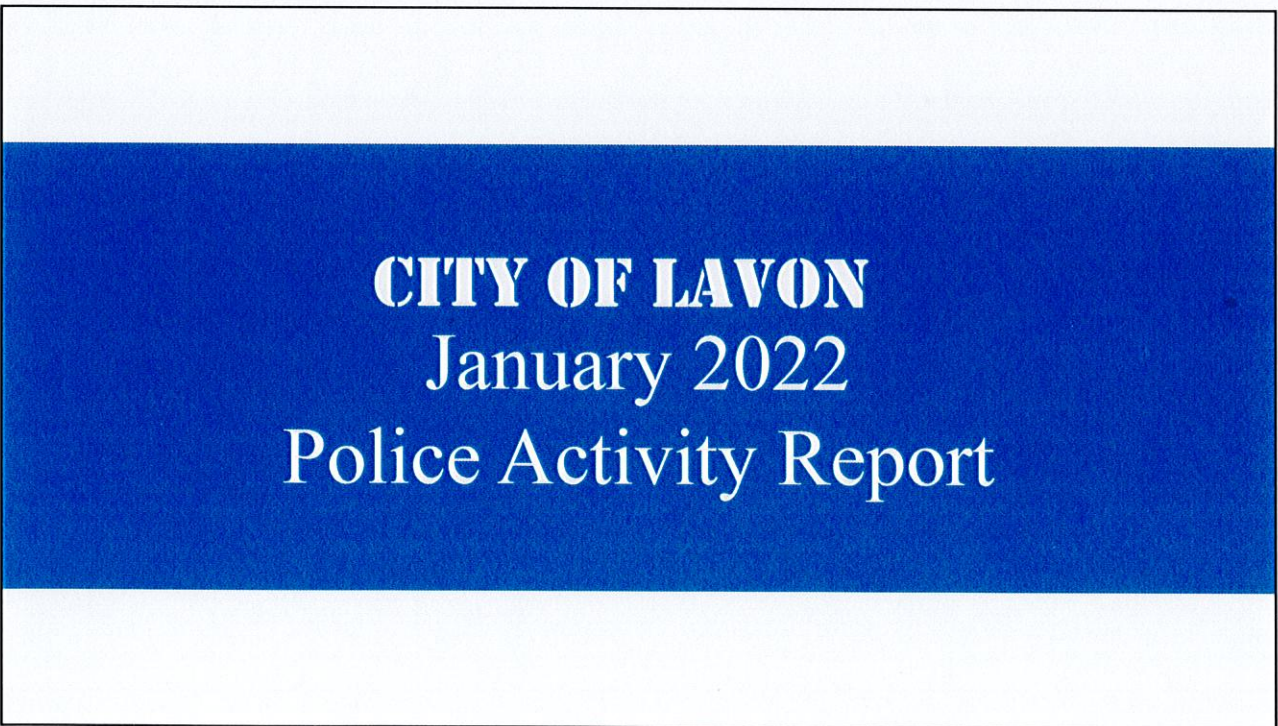
DEPARTMENT REPORTS

Members may receive and discuss the reports.

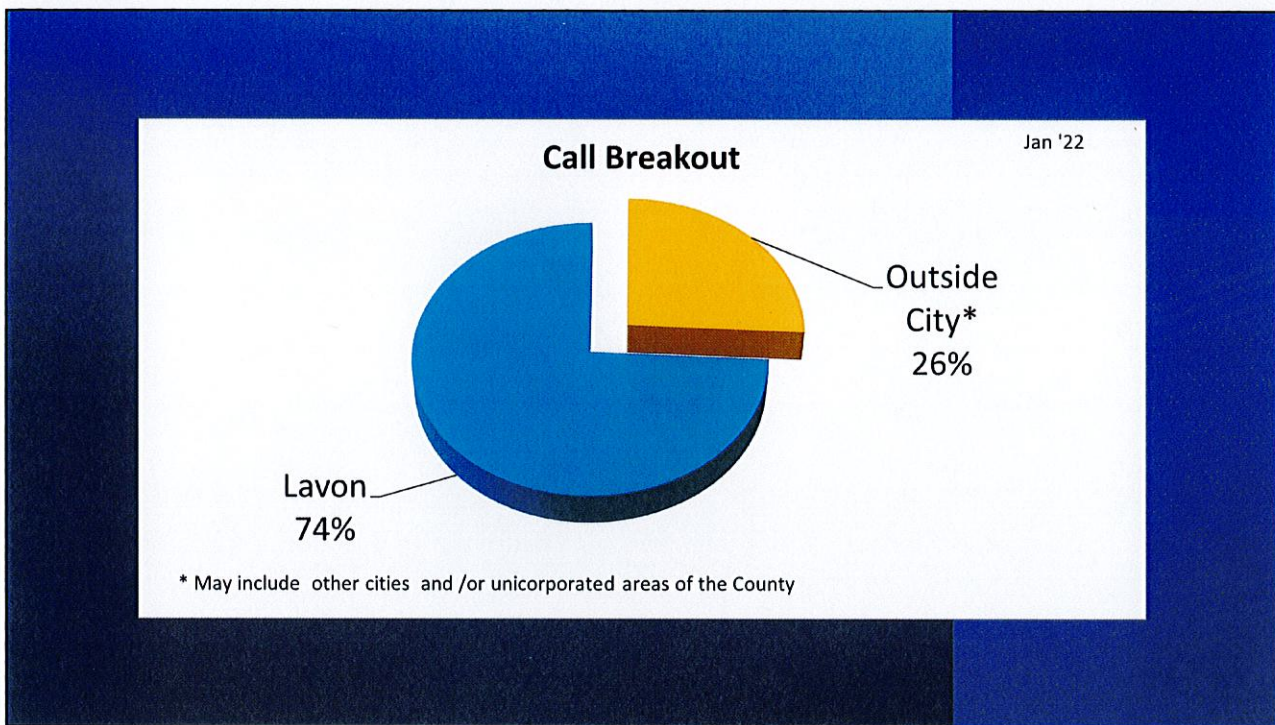
- A. Police Services – Service, activity, programs, and administration report
- B. Fire Services – Service, activity, programs, and administration report
- C. Public Works Services – Utilities, capital projects and public works, and street maintenance report
- D. Administration Services – Building Permits; CWD Service; Collin County Tax Collection; Sales Tax; Financial Report, and administration and staff reports



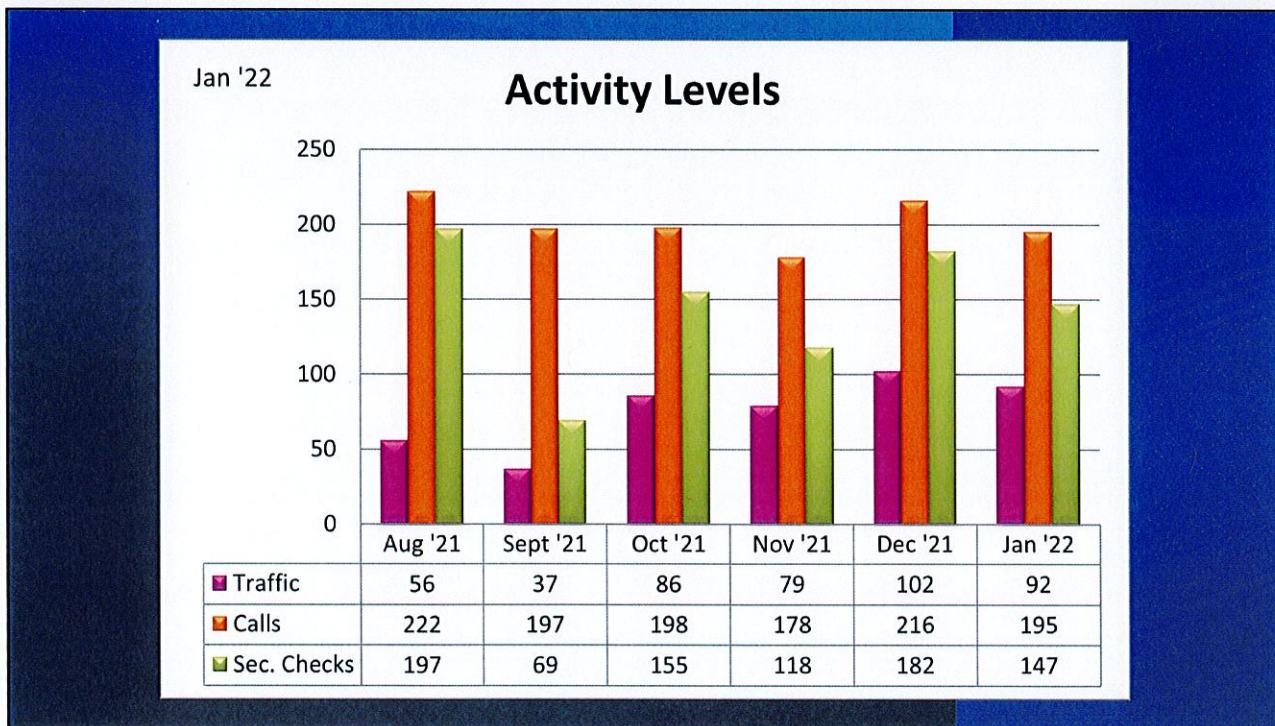
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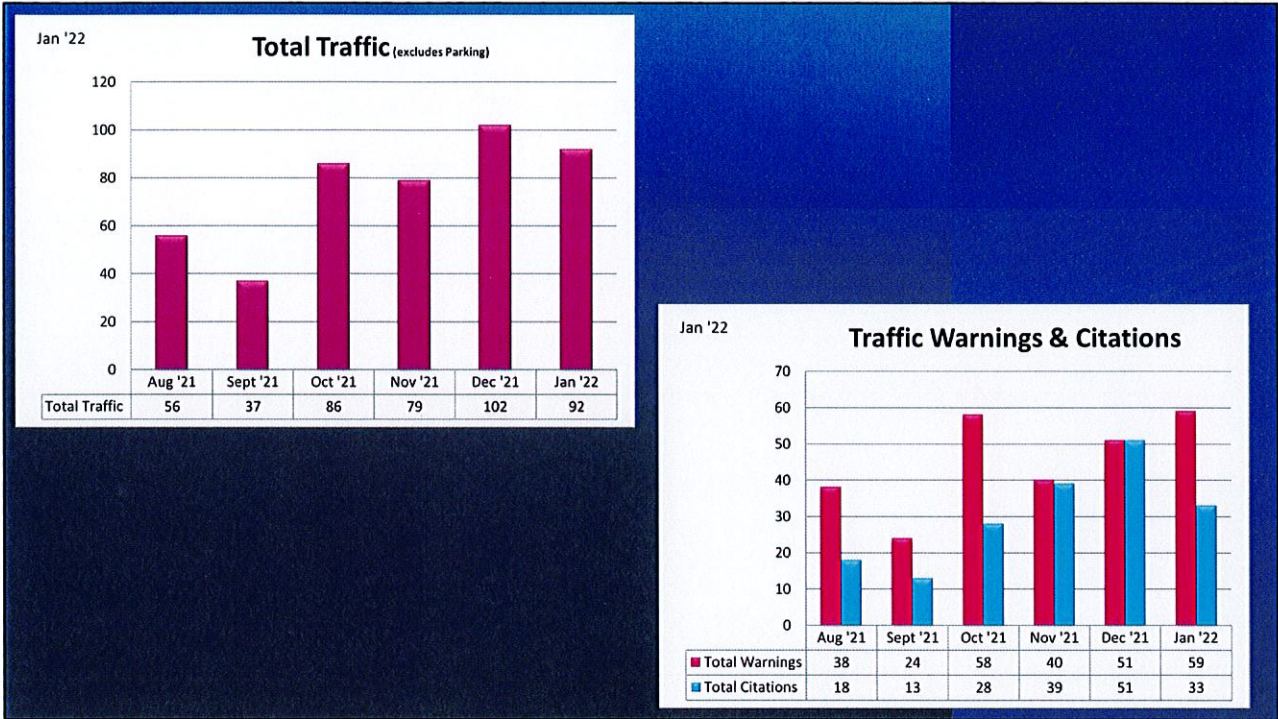
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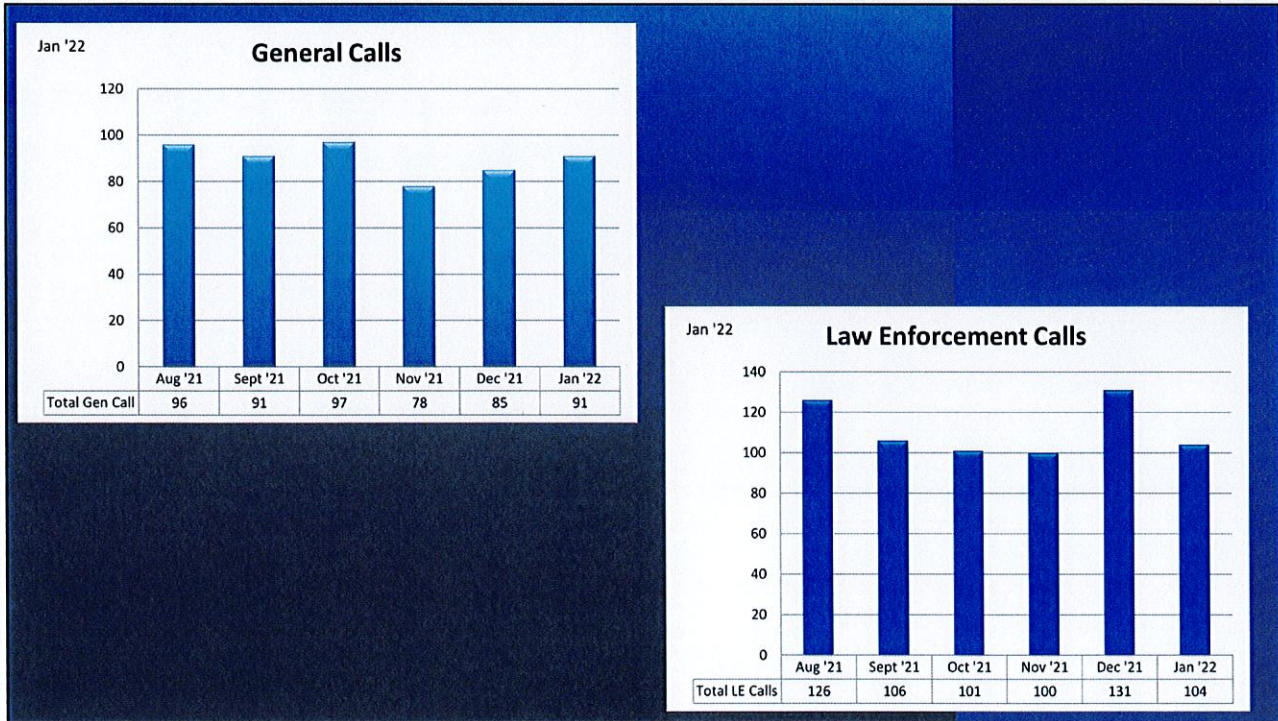
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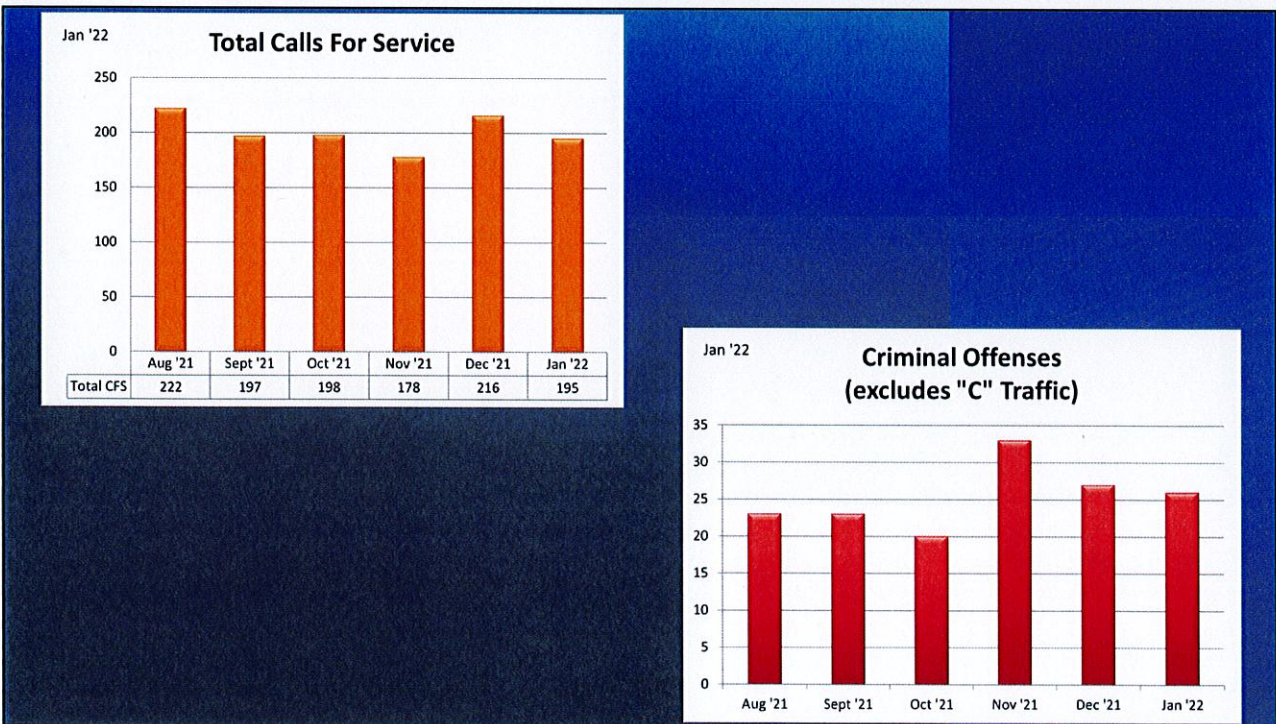
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6



7



8

Previous Month ▾ Jan 1, 2022 - Jan 31, 2022 ▾

50%

FIRE
Percentage of Total Incidents

50%

EMS
Percentage of Total Incidents

38

INCIDENTS
In Selected Time Slice

31

DAYS
In Selected Time Slice



	Counts	% Rows	% Columns	% All										
Week Ending	1/2/22	1/9/22	1/16/22	1/23/22	1/30/22	2/6/22	2/13/22	2/20/22	2/27/22	3/6/22	3/13/22	3/20/22	3/27/22	Total
(11) Structure Fire					1									1
(14) Natural vegetation fire			2	1	1	1								5
(32) Emergency medical service (EMS) incident	1	8	2	5	2	1								19
(35) Extrication, rescue			1											1
(41) Combustible/f., spills & leaks		1		1										2
(44) Electrical wiring/equipm. problem	1													1
(55) Public service assistance		1												1
(61) Dispatched and canceled en route	1		1	1	3									6
(63) Controlled burning			2											2
Total	3	10	8	8	7	2								38

**CITY OF LAVON
BUILDING PERMITS
CALENDAR YEAR 2021-2022**

PERMITS	January - 22	Calendar Year 2022		Permit Valuations		January - 21	Calendar Year 2021		Permit Valuations	
	NUMBER	NUMBER	NUMBER	Permit Fee's	Permit Fee's	NUMBER	NUMBER	NUMBER	Permit Fee's	Permit Fee's
COMMERCIAL	1	1	1	\$0.00	\$0.00	3	3	3	\$325.00	\$325.00
SINGLE FAMILY	43	43	43	\$157,827.43	\$157,827.43	28	28	28	\$69,165.70	\$69,165.70
POOLS	0	0	0	\$0.00	\$0.00	0	0	0		
OTHERS	45	45	45	\$6,191.95	\$6,191.95	71	71	71	\$8,563.57	\$8,563.57
TOTAL	89			\$164,019.38	\$164,019.38	102	102	102	\$78,054.27	\$78,054.27

A | R | B | H

ABERNATHY ROEDER
BOYD HULLETT

EST. 1876

1700 Redbud Boulevard, Suite 300 | McKinney, Texas 75069

January 31, 2022

Kim Dobbs
City Administrator
City of Lavon
PO Box 340
Lavon TX 75166
Via eMail: kim.dobbs@cityoflavon.org

RE: Delinquent Tax Collections, July, 2021 through December, 2021

Dear Kim,

Thank you for letting us help the City of Lavon collect its delinquent property taxes this last quarter. This memorandum provides you with information about changes in your delinquent tax roll made during the July, 2021 through December, 2021 time period. This information is based on data provided to us by the Collin County Tax Office on January 20, 2022, and other internal account data maintained by our office.

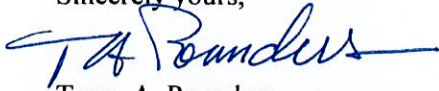
Since July 1, 2021, 8 of your delinquent accounts now have a \$0.00 balance as of January 1, 2022, representing a decrease of \$1,894.92 in base tax levy due; they are broken out for you by tax account categories and amounts (base taxes only):

NOTES	Count	Sum
Agricultural-	2	4.20
Bankruptcy	1	17.92
Bus. Personal Property-2020	1	282.11
Deferred	1	553.61
Disabled Person	1	0.01
Real Property-	1	1,025.10
Real Property-2020	1	11.97
	-----	-----
	8	\$1,894.92

On December 4, 2021 we sent out new demand letters to taxpayers owing taxes on real property accounts (mailing excluded accounts in litigation or bankruptcy, owned by a taxing unit, or subject to a statutory deferral or tax exemption for age or disability) as a follow-up to our September mailing. As of January 29, 2022 we are prosecuting on your behalf 2 lawsuits and defending your collection rights to 9 accounts in bankruptcy (combined, delinquent and non-delinquent accounts). All of these services are being provided for you at no cost to the City of Lavon.

Please let us know if you have any questions about this data, or if you need additional details. You may call me directly at (214) 544-4061. It is an honor to serve the City of Lavon.

Sincerely yours,

A handwritten signature in blue ink that reads "Tracy A. Pounders". The signature is fluid and cursive, with a long horizontal stroke at the end.

Tracy A. Pounders
Director, Tax Collection Section

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](#)

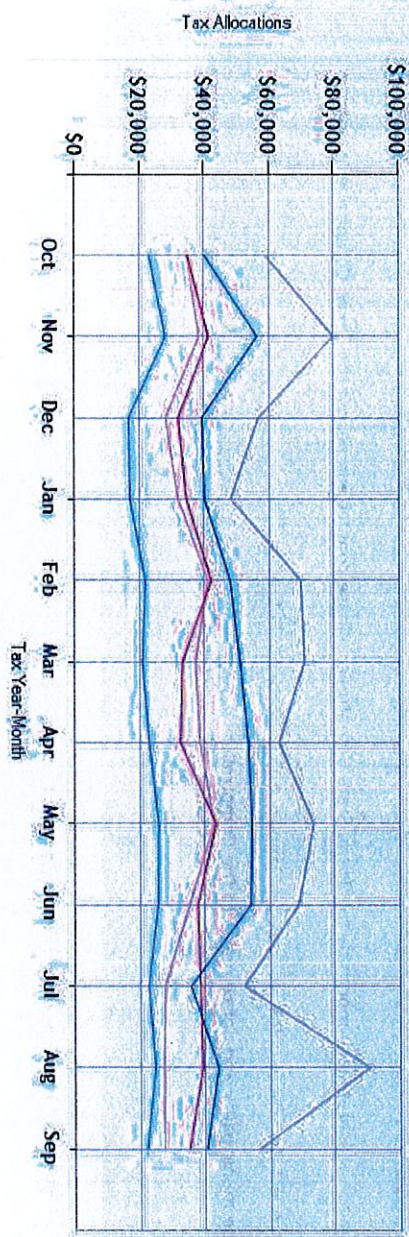
[Download to Excel](#)

By Calendar Year

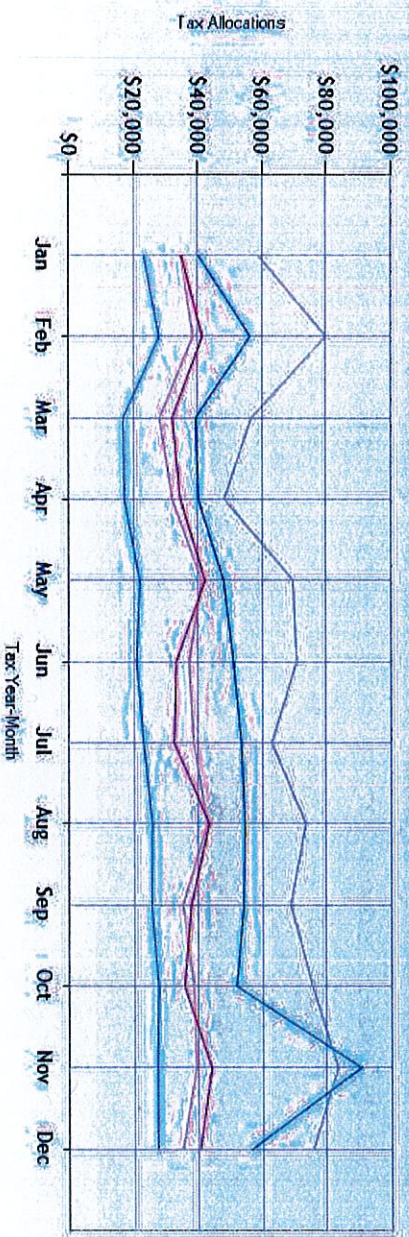
Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
2022	\$87,161	\$91,220	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$178,381
2021	\$58,898	\$80,039	\$56,878	\$48,350	\$69,834	\$70,944	\$63,068	\$73,676	\$68,987	\$75,699	\$83,649	\$75,926	\$825,948
2020	\$40,349	\$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

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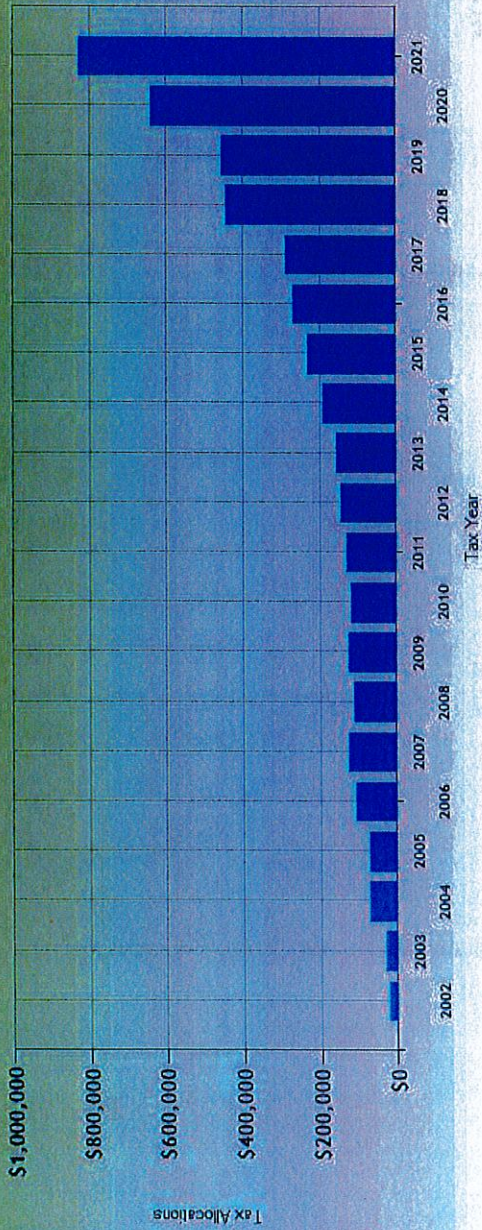
Monthly - Sales Tax Allocations - By Fiscal Year: 10/01 - 09/30



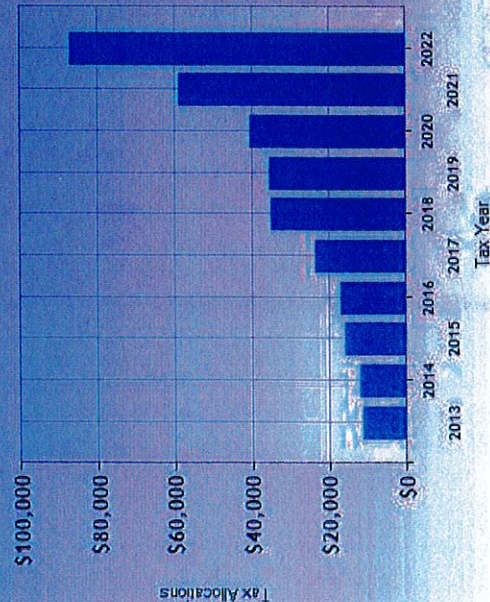
Monthly - Sales Tax Allocations - By Calendar Year



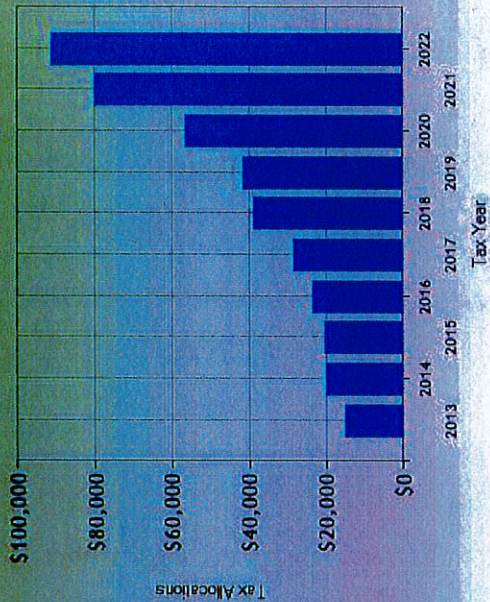
Yearly - Sales Tax Allocations - Past 20 Years

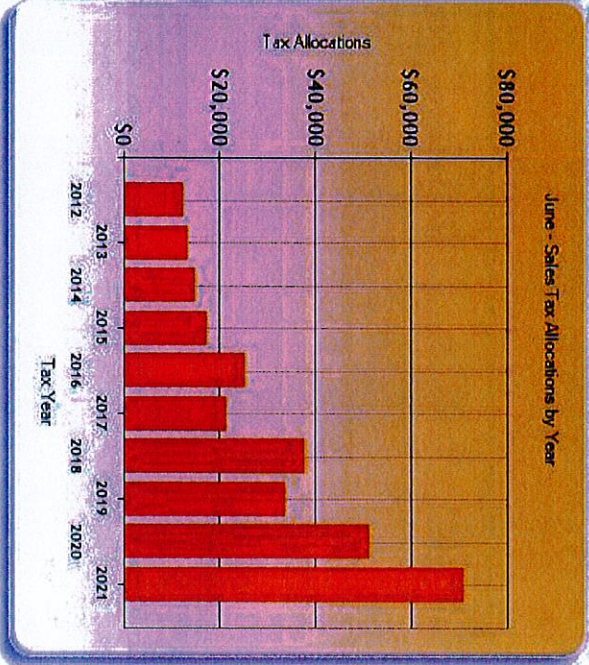
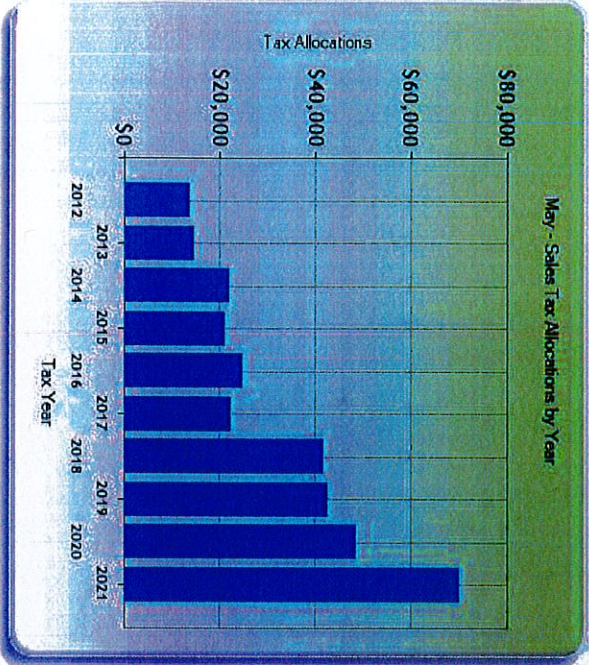
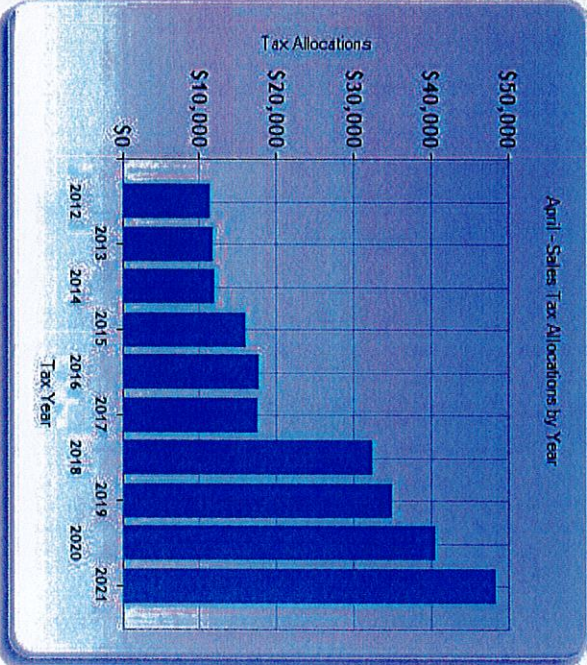
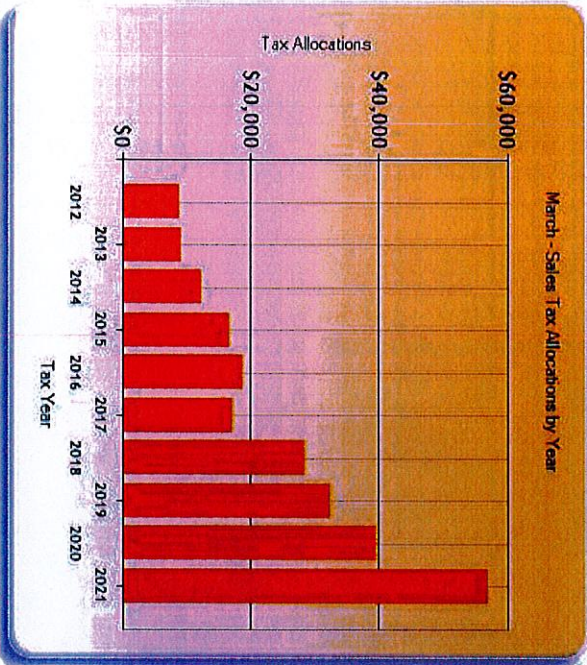


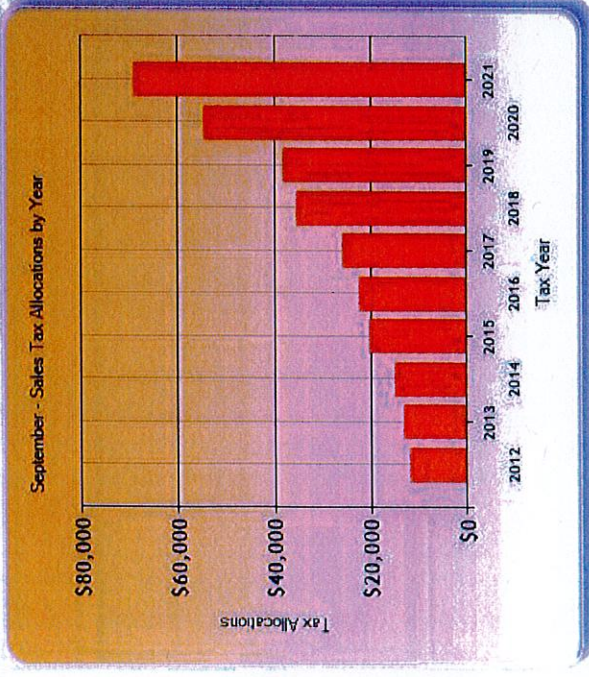
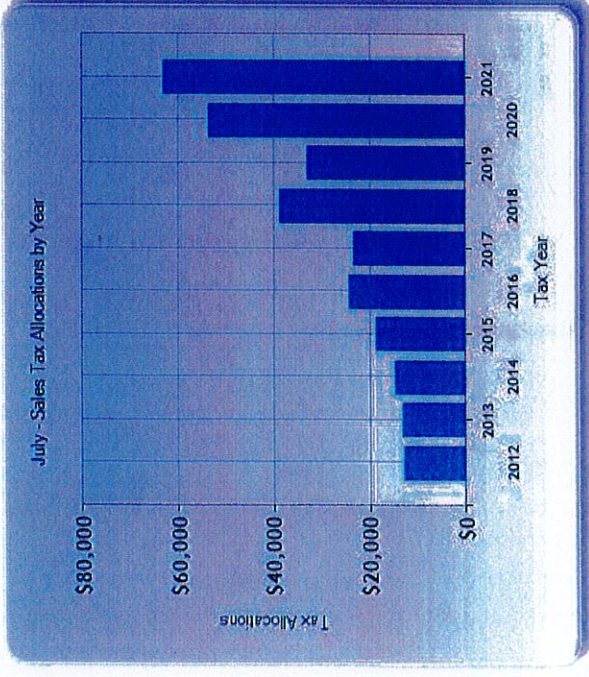
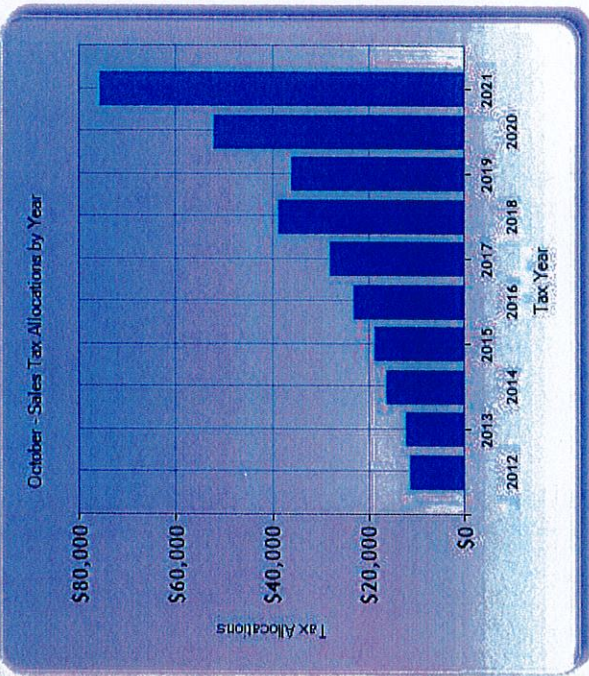
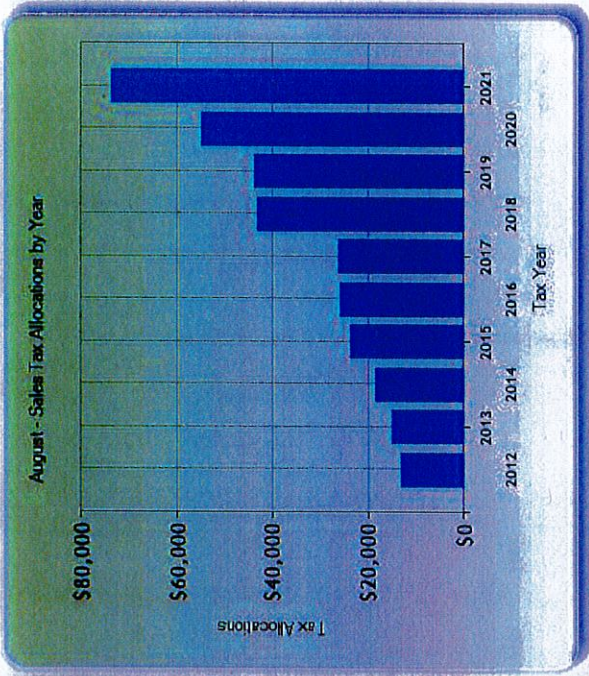
January - Sales Tax Allocations by Year

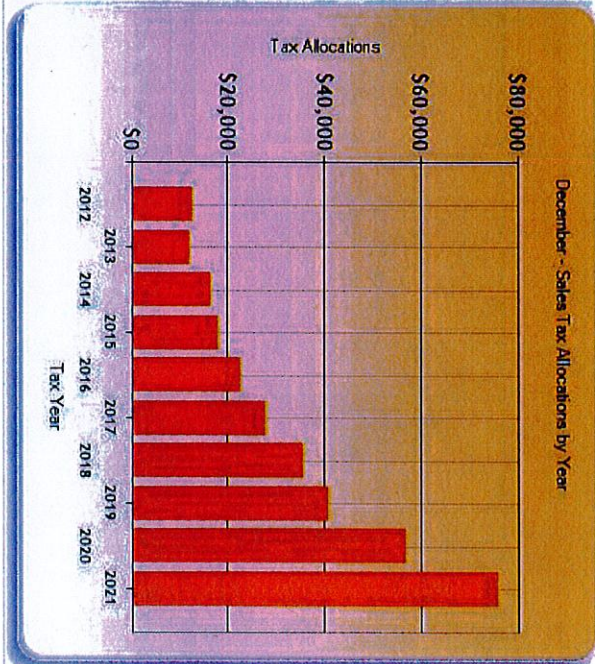
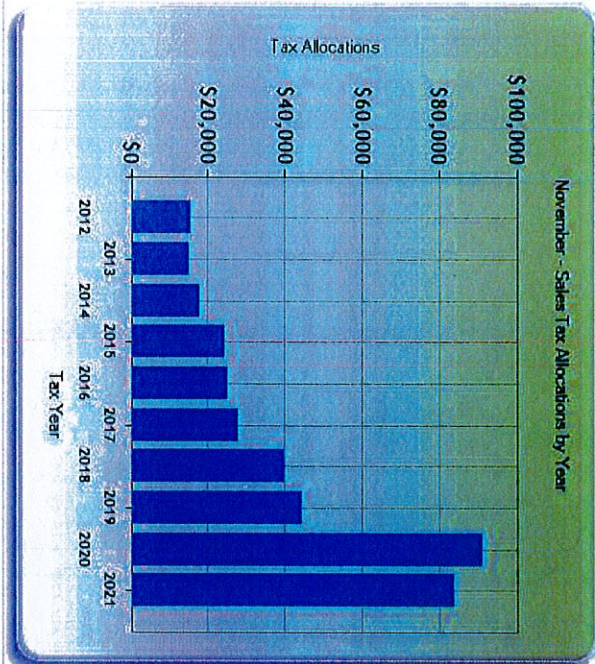


February - Sales Tax Allocations by Year









CITY OF LAVON
REVENUE AND EXPENSE REPORT
AS OF JANUARY 30, 2022

GENERAL FUND	ADOPTED / AMENDED 2021-22	YTD	REMAINING BUDGET	% of BUDGET
SOURCE OF FUNDS				
Estimated Beginning Resources	1,376,500	1,376,500	-	100.00%
Bond Proceeds for Professional Serv	75,000	75,000		
REVENUE - CURRENT				
Taxes				
10-00-4200 Property Tax	1,219,047	1,122,721	96,326	92.10%
10-00-4205 Franchise	160,000	117,062	42,938	73.16%
10-00-4206 Sales & Use Tax	390,000	161,218	228,782	41.34%
10-00-4208 Penalty & Interest	500	-	500	0.00%
10-00-4209 Ad Valorem Delinquent Taxes	1,000	-	1,000	0.00%
Total Taxes	1,770,547	1,401,000	369,547	79.13%
Transfers to Reimburse GF				
10-00-4900 Solid Waste for admin svc	172,000	57,333	114,667	33.33%
10-00-4901 Sewer for admin svc	120,000	40,000	80,000	33.33%
10-00-4907 Transfer from Sewer for I&S	500,000	166,667	333,333	33.33%
Total Transfers	792,000	264,000	528,000	33.33%
Municipal Court				
10-00-4501 Court Fees	2,000	-	2,000	0.00%
Total Municipal Court	2,000	-	2,000	0.00%
Administration				
10-00-4004 Administrative Fee	25,000	10,050	14,950	40.20%
10-00-4010 Banking Interest	12,500	7,740	4,760	61.92%
10-00-4122 Utility Late Fees	12,500	-	-	0.00%
Total Administration	50,000	17,790	32,210	35.58%
Operations				
10-00-4324 Land Use Application Fees	50,000	39,798	10,202	79.60%
10-00-4325 Food Serv Insp Permits	6,500	3,433	3,067	52.82%
10-00-4326 General Permit Fees	225,000	37,705	187,295	16.76%
10-00-4327 Bldg Permit Fees	975,000	534,809	440,191	54.85%
10-00-4328 OSSF Permit Fees	500	-	500	0.00%
10-00-4329 Infrastructure Inspection Fees	350,000	67,554	282,446	19.30%
10-00-4332 Building Rent - LEDC	6,000	-	6,000	0.00%
10-00-4503 PD Fines/Fees	40,000	13,362	26,638	33.41%
10-00-4504 PD Warrant Fines / Fees	5,000	470	4,530	9.40%
10-00-4509 FD Services Contract	15,000	12,354	2,646	82.36%
10-00-4700 Comm Ctr/Pav Rent Fees	4,000	1,725	2,275	43.13%
10-00-4800 Sale of Property	-	120	(120)	0.00%
Total Operations	1,677,000	711,330	965,670	42.42%
Total General Fund Revenues	4,291,547	2,394,120	1,897,427	55.79%
Total Source of Funds	5,668,047	3,770,620	1,897,427	66.52%
EXPENDITURES				
Municipal Court Services				
10-25-5000 Payroll	59,759	25,284	34,475	42%
10-25-5015 Health Insurance	8,800	2,844	5,956	32%
10-25-8501 FICA & Medicare	4,572	1,934	2,637	42%
10-25-8502 Retirement	9,112	2,247	6,865	25%
10-25-8503 TWC	1,673	93	1,580	6%
10-24-5005 Credit Card Fees	1,250	-	1,250	0%
10-24-5010 Jury Panel	250	-	250	0%
10-25-5016 Judge / Prosecutor Contract Labor	7,500	2,400	5,100	32%
10-24-5400 Postal Fees	500	58	442	12%
10-24-5800 Training	1,000	530	470	53%
10-24-6250 Office Supplies	1,500	562	938	37%
Total Municipal Court	95,916	35,952	59,963	37%
Administration Services				
10-00-5000 Payroll - Admin Staff	372,200	118,041	254,159	32%
10-00-5015 Health Insurance	35,200	8,533	26,667	24%

CITY OF LAVON
REVENUE AND EXPENSE REPORT
AS OF JANUARY 30, 2022

GENERAL FUND		ADOPTED / AMENDED 2021-22	YTD	REMAINING BUDGET	% of BUDGET
10-00-8501	FICA & Medicare	28,473	9,030	19,443	32%
10-00-8502	Retirement	56,751	17,998	38,753	32%
10-00-8503	TWC	10,422	-	10,422	0%
10-21-6010	Adv, Notices & Pubs	10,000	3,834	6,166	38%
10-21-6014	Building Supplies	2,000	1,388	612	69%
10-21-6020	Cell Phone	500	164	336	33%
10-21-6060	Computer Software (comb w 10-21-6500)	20,000	9,352	10,648	47%
10-21-6065	Council Supplies	1,500	202	1,298	13%
10-21-6070	Cleaning	7,500	1,480	6,020	20%
10-21-6080	CPA	1,000	-	1,000	0%
10-21-6100	Dues & Fees	5,000	1,878	3,122	38%
10-21-6101	Elections	12,000	338	11,662	3%
10-21-6104	Community Events	7,500	4,115	3,385	55%
10-21-6250	Office Supplies	3,000	1,027	1,973	34%
10-21-6251	Drinking Water All Depts	1,000	66	934	7%
10-21-6252	Office Furniture	2,500	1,190	1,310	48%
10-21-6253	Office Equipment	4,000	200	3,800	5%
10-21-6264	Sales Tax Grant	20,000	17,656	2,344	88%
10-21-6304	Comm Events Monitors	1,000	60	940	6%
10-21-6400	Postal Fees	250	27	223	11%
10-21-6800	Training	7,500	6,032	1,468	80%
10-21-6802	Staff Development	3,500	1,075	2,425	31%
10-21-7000	Electric	5,000	1,640	3,360	33%
10-21-7002	Natural Gas	4,500	1,587	2,913	35%
10-21-7003	Telephone	4,000	1,012	2,988	25%
10-21-7004	Water	1,000	172	828	17%
10-21-8419	Mileage & Meals	1,500	718	782	48%
	Total Administration Operations	628,796	208,816	419,981	33%
	Admin Capital Outlay				
10-29-8150	City Hall improvements	1,500	-	1,500	0%
	Total Admin Capital Outlay	1,500	-	1,500	0%
	Total Admin Services	630,296	208,816	421,481	33%
	Fire Services				
10-48-5000	Payroll	245,000	29,128	215,872	12%
10-48-5015	Health Insurance	35,200	2,844	32,356	8%
10-48-8501	FICA & Medicare	18,743	2,228	16,514	12%
10-48-8502	Retirement	37,356	3,079	34,277	8%
10-48-8503	TWC	6,860	-	6,860	0%
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	75	16	59	22%
10-48-6002	Equipment Maint Rep	4,500	300	4,200	7%
10-48-6003	Internet/Wifi Utility	18,000	989	17,011	5%
10-48-6005	NFPA Pump/Ladder Test	5,000	2,595	2,406	52%
10-25-6008	Stipend	80,000	25,225	54,775	32%
10-48-6011	Office Supplies	2,000	1,121	879	56%
10-48-6012	Travel/ Conf / Meals	10,000	(4,895)	14,895	-49%
10-48-6102	Dues & Fees	5,500	1,828	3,672	0%
10-48-6145	Medical Services	2,000	-	2,000	0%
10-48-6160	Mobile Technology	2,500	586	1,914	23%
10-48-6200	Safety/Fire Equipment	30,000	4,746	25,254	16%
10-48-6201	Fire Hose	1,000	-	1,000	0%
10-48-7000	Electric	8,000	1,773	6,227	22%
10-48-7002	Natural Gas	3,000	235	2,765	8%
10-48-7004	Water	3,500	316	3,184	9%
10-48-7006	PPE/ Bunker Gear & Maint	20,000	137	19,863	1%
10-48-7009	Apparatus Maintenance	35,000	5,252	29,748	15%
10-48-7010	ALS Med Supplies	10,000	8,378	1,622	84%
10-48-7011	EOC Fire Alarm Mon	1,000	-	1,000	0%
10-48-7014	IT / Software	27,500	25,506	1,994	93%
10-48-7024	Graphics/Uniforms	7,000	5,994	1,006	86%

CITY OF LAVON
REVENUE AND EXPENSE REPORT
AS OF JANUARY 30, 2022

GENERAL FUND		ADOPTED / AMENDED 2021-22	YTD	REMAINING BUDGET	% of BUDGET
10-48-7030	Fuel	7,000	3,907	3,093	56%
10-48-7031	Cleaning	3,900	1,300	2,600	33%
	Total Fire Operations	630,934	122,590	508,344	19%
	Fire Capital Outlay				
10-48-6550	FD-EOC-PD Signage	2,500	-	2,500	0%
10-48-7036	FD furn and EOC tech	10,000	11,872	(1,872)	119%
10-48-8118	Fire Radios	29,565	29,535	30	100%
10-48-8117	Fire Apparatus	200,000	-	200,000	0%
	Total Fire Capital Outlay	242,065	41,406	198,159	17%
	Total Fire Services	872,999	163,996	706,503	19%
	Police Services				
10-45-5000	Payroll	781,671	307,135	474,536	39%
10-45-5015	Health Insurance	105,600	29,606	75,994	28%
10-45-8501	FICA & Medicare	59,798	23,496	36,302	39%
10-45-8502	Retirement	119,185	46,830	72,355	39%
10-45-8503	TWC	21,887	168	21,719	1%
10-29-6015	Audio Visual	2,500	447	2,053	18%
10-29-6018	Protective Gear	5,500	-	5,500	0%
10-29-6050	Child Abuse Interlocal	1,500	-	1,500	0%
10-29-6055	Cleaning	5,000	1,480	3,520	30%
10-29-6061	Computers	5,000	-	5,000	0%
10-29-6070	Crime Prev / Community Policing	9,000	2,968	6,032	33%
10-29-6071	Database Services	4,000	330	3,670	8%
10-29-6072	Dispatch	54,711	26,438	28,274	48%
10-29-6102	Dues & Fees	1,000	98	902	10%
10-29-6140	Emergency Equipment	6,000	1,594	4,406	27%
10-29-6145	Medical Services	1,500	75	1,425	5%
10-29-6146	Travel / Meals	1,000	-	1,000	0%
10-29-6150	Inmate Boarding	15,000	3,000	12,000	20%
10-29-6160	Mobile Technology	16,000	3,747	12,253	23%
10-29-6253	Office Supplies	4,000	1,340	2,660	33%
10-29-6254	Patrol Rifle / Firearms	6,000	-	6,000	0%
10-29-6350	Police Equipment Mtn.	2,500	143	2,357	6%
10-29-6351	Office Equipment	1,500	906	594	60%
10-29-6400	Postal Fees	750	237	513	32%
10-29-6401	Radio Maintenance	2,500	16	2,484	1%
10-29-6403	Report Mgt System	8,000	8,951	(951)	112%
10-29-6500	Software	3,000	-	3,000	0%
10-29-6502	Tazers (3)	10,000	-	10,000	0%
10-29-6550	TLETS Management	11,000	9,600	1,400	87%
10-29-6751	Operational Supplies	8,500	425	8,075	5%
10-29-6800	Training	6,000	295	5,705	5%
10-29-6850	Uniform	6,500	2,421	4,079	37%
10-29-6900	Vehicle Cleaning	1,000	188	812	19%
10-29-6903	Vehicle Fuel	23,000	12,116	10,884	53%
10-29-6904	Vehicle Mtn.	15,000	3,022	11,978	20%
10-29-7025	Electric	6,000	1,869	4,131	31%
10-29-7027	Telephone	6,500	867	5,633	13%
10-29-7028	Water	1,000	170	830	17%
10-45-6017	Body Cams and video storage	15,000	10,641	4,359	71%
10-50-8305	Law Enforcement Liability	8,295	3,497	4,798	42%
	Total Police Operations	1,361,897	504,115	857,782	37%
	Police Capital Outlay				
10-29-7509	Police remodel	3,000	-	3,000	0%
10-29-7515	Police Vehicles Total	23,670	-	23,670	0%
	Total Police Capital Outlay	26,670	-	26,670	0%
	Total Police Services	1,388,567	504,115	884,452	36%
	Public Works Services				
10-40-5000	Payroll	189,675	58,944	130,731	31%
10-40-5015	Health Insurance	35,200	8,533	26,667	24%
10-40-8501	FICA & Medicare	14,510	4,505	10,005	31%

CITY OF LAVON
REVENUE AND EXPENSE REPORT
AS OF JANUARY 30, 2022

GENERAL FUND		ADOPTED / AMENDED 2021-22	YTD	REMAINING BUDGET	% of BUDGET
10-40-8502	Retirement	28,921	6,248	22,673	22%
10-40-8503	TWC	5,311	112	5,199	2%
10-40-5999	Computer & Equip	1,000	-	1,000	0%
10-40-6022	Cell Phone	2,400	966	1,434	40%
10-40-6024	Meals & Travel	1,000	64	936	6%
10-40-6025	MS4 Supplies	1,000	-	1,000	0%
10-40-6026	PW Office Supplies	500	277	223	55%
10-40-6027	Postage	75	-	75	0%
10-40-6104	Code Enforcement	10,000	-	10,000	0%
10-40-6105	Food Service Inspector	7,000	300	6,700	4%
10-40-6145	Medical Services	1,000	-	1,000	0%
10-40-6155	Grounds Mtn	18,000	2,869	15,131	16%
10-40-6156	Heavy Equipment Maintenance	10,000	-	10,000	0%
10-40-6550	Signage	6,000	172	5,828	3%
10-40-6700	State OSSF Fees	300	-	300	0%
10-40-6701	Street Lights	65,000	16,023	48,977	25%
10-40-6703	Street Repair/Maintenance	10,000	-	10,000	0%
10-40-6749	Mosquito Spraying	12,000	1,480	10,520	12%
10-40-6750	Tools	5,000	111	4,889	2%
10-40-6751	Operational Supplies	4,500	84	4,416	2%
10-40-6800	Training	3,500	-	3,500	0%
10-40-6850	Uniform	5,000	951	4,049	19%
10-40-6905	Vehicle Fuel	7,000	2,412	4,588	34%
10-40-6906	Vehicle Maintenance	7,000	74	6,926	1%
10-40-7004	Water	1,000	141	859	14%
10-40-7512	Lightbars	6,000	-	6,000	0%
	Total Public Works Operations	457,892	104,264	353,627	23%
	Public Works Capital Outlay				
10-40-7511	Mower	9,000	8,150	850	0%
10-40-8023	CIP Prep & Admin	2,000	-	2,000	0%
	Total Capital Outlay	11,000	8,150	2,850	74%
	Total Public Works Services	468,892	112,414	356,477	24%
	Facilities - Multi-Department				
10-40-6907	Bldg Mtn - PW	2,500	-	2,500	0%
10-40-8116	Demolition - Forder	16,000	16,000	-	100%
10-50-8011	Copier Service Contract	8,000	2,271	5,729	28%
10-50-8012	Postage Service Contract	6,500	959	5,541	15%
10-50-8100	Bldg Mtn. - City Hall	45,000	27,668	17,332	61%
10-50-8101	Bldg Mtn - PD/FD	7,500	1,296	6,204	17%
10-50-8151	Parks Improvements	30,000	1,296	28,704	0%
	Total Facilities	115,500	49,490	66,010	43%
	Insurance				
10-50-8300	Auto Liability	6,771	2,398	4,373	35%
10-50-8301	Auto Phys. Damage	4,410	3,580	830	81%
10-50-8302	Errors & Omissions	1,838	709	1,129	39%
10-50-8303	General Liability	840	335	505	40%
10-50-8306	Mobile Equipment	2,000	232	1,768	12%
10-50-8307	Real & Personal Property	14,700	4,691	10,009	32%
10-50-8308	Workers Compensation	34,000	19,549	14,451	57%
	Total Insurance	64,558	31,494	33,064	49%
	Outsourcing				
10-40-6051	Building Inspection & Plan Review	245,000	73,961	171,039	30%
10-50-8400	Ambulance Service	13,500	6,140	7,360	45%
10-50-8401	Animal Control	6,250	3,125	3,125	50%
10-50-8402	Auditor	16,000	-	16,000	0%
10-50-8403	Central Appr District	14,260	3,905	10,355	27%
10-50-8404	City Attorney	48,000	9,159	38,841	19%
10-50-8405	City Engineer	35,000	2,700	32,300	8%
10-50-8406	Fidelity Bonding	200	194	6	97%
10-50-8407	Information Tech	30,000	3,822	26,178	13%

CITY OF LAVON
REVENUE AND EXPENSE REPORT
AS OF JANUARY 30, 2022

GENERAL FUND		ADOPTED / AMENDED 2021-22	YTD	REMAINING BUDGET	% of BUDGET
10-50-8408	Tax Assessor/Collector	2,500	1,800	700	72%
10-50-8410	Shredding Services	2,000	531	1,469	27%
10-50-8411	MS4 Execution	10,000	100	9,900	1%
10-50-8412	Consulting/Prof Serv	67,500	32,126	35,375	48%
10-50-8413	Codification	4,000	-	4,000	0%
10-50-8414	Drainage / Prelim Eng	10,000	-	10,000	0%
10-50-8417	Infrastructure Inspection	175,000	26,765	148,235	15%
10-50-8418	Fire Inspection Services	5,000	1,418	3,583	28%
	Total Outsourcing	684,210	165,745	518,465	24%
	Total General Fund Expenditures	4,320,937	1,272,022	3,046,415	29%
	ENDING RESOURCES (Net)	1,347,110	2,498,597		
		31%	196%		
		1,080,234	318,006		
		266,875	2,180,592		

CITY OF LAVON
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DEBT SERVICE (I&S) FUND	ADOPTED/ AMENDED 2021-22	YTD	REMAINING BUDGET	% OF BUDGET
Beginning Resources	148,083	148,083	-	100%
REVENUE				
10-00-4375 Property Tax	1,027,387	946,040	81,347	92%
10-00-4376 Penalty & Interest	500	-	500	0%
10-00-4377 Ad Valorem Delinquent Taxes	1,000	-	1,000	0%
10-00-4907 Utility Fund Contrib to I&S (Ser 18, 20)	115,000	38,333	76,667	33%
Total Revenues	1,143,887	984,373	159,514	86%
EXPENDITURES				
10-00-8654 2020 GO Ref Bonds (2018) Principal	465,000	465,000	-	100%
10-00-8655 2020 GO Ref Bonds (2018) Interest	33,450	19,050	14,400	57%
10-00-8656 2020 CO Principal	105,000	105,000	-	100%
10-00-8657 2020 CO Interest	490,650	245,850	244,800	50%
10-00-8658 Miscellaneous Expenditures	5,000	-	5,000	0%
10-48-8512 Fire Truck Principal & Interest	22,501	22,501	-	100%
Total Expenditures	1,121,601	857,401	264,200	76%
Ending Resources	170,369	275,055		

CITY OF LAVON
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STREET FUND	Maintenance/Construction	ADOPTED / AMENDED 2021-2022	YTD	REMAINING BUDGET	% OF BUDGET
Funded by Street Maintenance Sales Tax					
	Beginning Resources	302,752	302,752	-	100%
	Street Repair Fund Revenue				
17-00-4204	Street Maint Sales Tax	175,000	58,819	116,181	34%
	Total Street Repair Fund Revenue	175,000	58,819	116,181	34%
	Street Repair Fund Expenditure				
10-40-8483	Street Project Maint	350,000	-	350,000	0%
	Total Street Repair Expenditure	350,000	-	350,000	
	Ending Resources	127,752	361,571		
Funded by Capital Recovery Fees for CR 483					
	Beginning Resources	182,659	188,856	(6,197)	103%
	Street Repair Revenue				
10-40-4615	Lavon Farms CRF	26,707	17,184	9,523	64%
	Total Street Repair Revenue	26,707	17,184	9,523	64%
	Street Repair Fund Expenditure				
10-40-4616	CR 483 Maintenance	40,000	-	40,000	0%
	Total Street Repair Expenditure	40,000	-	40,000	0%
	Ending Resources	169,366	206,040		

CITY OF LAVON
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UTILITY FUND	ADOPTED 2021-2022	YTD	REMAINING BUDGET	% OF BUDGET
Beginning Resources	586,429	586,429	-	100%
UTILITY FUND REVENUE				
Solid Waste				
20-21-4119 Solid Waste Income	663,600	253,602	409,998	38%
Total Solid Waste	663,600	253,602	409,998	38%
Sanitary Sewer				
20-00-4120 San Sewer Income	828,000	317,049	510,951	38%
Total Sanitary Sewer	828,000	317,049	510,951	38%
Total Revenue	1,491,600	570,651	920,950	38%
UTILITY FUND EXPENDITURES				
Solid Waste				
20-00-5255 Utility Billing Cost	3,000	592	2,408	20%
20-21-6400 Postal Fees	8,500	3,500	5,000	41%
20-21-6990 Credit Card Fees	3,500	-	3,500	0%
20-21-7015 Sales Tax	48,000	12,394	35,606	26%
20-21-7016 Utility Billing Software	3,500	81	3,419	2%
20-21-7018 Office Equipment	500	160	340	32%
20-21-7020 Solid Waste Contract	482,236	153,242	328,995	32%
20-21-9010 Gen Fund Transfer Admin	172,000	57,333	114,667	33%
Total Solid Waste	721,236	227,302	493,934	32%
Sanitary Sewer				
20-34-5614 Transfer to I&S	115,000	38,333	76,667	33%
20-34-9010 Gen Fund Transfer Admin	120,000	40,000	80,000	33%
22-34-9000 Sewer Tap Fund Transfer	-	-	-	0%

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76.92%

SEWER TAP FUND	ADOPTED/ AMENDED 2020-2022	YTD	REMAINING BUDGET	% OF BUDGET
Beginning Resources	697,411	697,411	-	100%
Transfer In for Expansion/Maint	575,000	-	575,000	
SEWER TAP FUND REVENUE				
22-00-4123 Sewer Tap Fees	900,000	548,250	351,750	61%
22-00-4125 Interest	500	2,904	-	0%
22-34-4128 Sewer Service transfer from Utility	-	-	-	
22-34-4877 Bear Creek Trunk Cap Recovery	35,000	8,004	26,996	23%
Total Sewer Tap Fund Revenue	935,500	559,158	376,342	60%
SEWER TAP FUND EXPENDITURES				
22-34-5605 General Maint & Equip	40,000	5,892	34,108	15%
22-34-5609 System Expansion/Improvement	275,000	-	275,000	
22-34-5610 NTMWD - WWTP Operation	482,675	231,420	251,255	48%
22-34-5612 WWTP Ph 3 Expansion	300,000	-	300,000	
22-34-5614 Transfer to GF for I&S	500,000	166,667	333,333	33%
22-34-5615 Transfer for Cap Recovery Fee	-	-	-	
22-34-7000 Electric	64,000	16,473	47,527	26%
22-34-7950 Developer Reimbursement	20,000	-	20,000	
Total Sewer Tap Fund Expenditures	1,681,675	420,451	1,261,224	25%