



**AGENDA**  
**APRIL 5, 2022**  
**LAVON CITY COUNCIL - BOARD OF ADJUSTMENT**  
**CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS**  
**REGULAR MEETING**  
**6:30 PM**

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

*The City Council may recess into Executive Session (closed session) at 6:30 p.m. as posted.*

*The regular meeting will begin at the conclusion of the closed session.*

**2. PLEDGE OF ALLEGIANCE AND INVOCATION**

**3. ITEMS OF INTEREST/COMMUNICATIONS**

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

**4. 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.*

**5. COMMUNITY INDEPENDENT SCHOOL DISTRICT (CISD) PRESENTATION**

Receive and discuss presentation by CISD Superintendent Dr. Tonya Knowlton regarding the 2022 Bond Election called by the CISD School Board.

**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 March 15, 2022, meeting.
- B. Approve the second of two readings of Resolution No. **2022-03-04** authorizing the Lavon Economic Development Corporation to expend funds for the Shop Lavon Coupon Program, such project not to exceed \$30,000.00; and providing an effective date.
- C. Approve the FORM Facility Rental Agreement for outdoor parks facilities.
- D. Approve Resolution No. **2022-04-01** approving and authorizing the Mayor to execute an Assignment of Contract between the City, MA Partners, LLC, and Kimley-Horn and Associates, Inc. related to the design, permit, and construction of a wastewater treatment plant.
- E. Approve Resolution No. **2022-04-02** authorizing the submittal of one or more DR-4485 HMGP applications to the Texas Division of Emergency Management, authorizing the Mayor and City Administrator to act as the City's authorized representative in all matters pertaining to the application, and committing matching funds.

**7. BOARD OF ADJUSTMENT**

*In accordance with the Texas Local Government Code, Section 211.008 (g) and Section 9.03.231 of the Lavon Code of Ordinances, the City Council will act as the Board of Adjustment to consider and act on a request for a variance from the Zoning Ordinance.*

- A. Public hearing, discussion, and action regarding the application of the Lavon Economic Development Corporation for a variance to Section 9.03.132 (d)(4)(H) Main Street District of the Zoning Ordinance of the Code of Ordinances to permit 56% lot coverage that is 16% greater than the maximum lot coverage of 40% on Block A, Lot 6R1, Lavon Business Park (CCAD# 2718718) at 619 Main Street (Bus. 78) northwest of the intersection of Main St. and Lake Rd, Lavon, TX.

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- 1) Presentation of request.
  - 2) **PUBLIC HEARING** to receive comments regarding the request.
  - 3) Discussion and action regarding the request, findings, and accompanying order.
- B.** Public hearing, discussion, and action regarding the application of Pacesetter Homes for variances to Ordinance No. **2017-09-01**, as amended, that established the Lavon Farms Planned Development, Section 7(B)(2) to permit a lot size of 5,423 SF that is 77 SF less than the minimum lot size of 5,500 SF and to Section 7 (B) Table 1: Lot Dimensional Requirements to permit a Lot Width of 49.3' that is 0.7' or 8.4 inches less than the Minimum Lot Width of 50' and to permit a 4.4' Side Yard Setback that is 0.6' or 7.2 inches less than the Minimum Side Yard Setback of 5' on Block A, Lot 26R, Lavon Farms 78, (CCAD# 2821284) at 337 Forage, west of the intersection of Forage Dr. and CR 483, Lavon, TX.
- 1) Presentation of request.
  - 2) **PUBLIC HEARING** to receive comments regarding the request.
  - 3) Discussion and action regarding the request, findings, and accompanying order.

## 8. ITEMS FOR CONSIDERATION

- A.** Public hearing, discussion, and action regarding an application for a waiver of the City of Lavon Code of Ordinances, Chapter 9 "Planning And Development Regulations", Article 9.02 "Subdivision Ordinance", Section 9.02.003 "Purposes, Authority and Jurisdiction" to permit development pursuant to Local Government Code 232.0015(e) Exceptions to Plat Requirement on 10.26 acres of land at 11395 County Road 535, situated in the Drury Anglin Survey, A-2, Survey Sheet 2, Tract 114 on CR 535 west of the intersection of CR 535 and FM 2755 in the extraterritorial jurisdiction, Collin County, TX. (CCAD Property ID 2838738).
- 1) Presentation of application.
  - 2) **PUBLIC HEARING** to receive comments regarding the application.
  - 3) Discussion and action regarding the application.
- B.** Public hearing, discussion, and action regarding amendments to the City of Lavon Code of Ordinances, Chapter 9 "Planning And Development Regulations", Article 9.02 "Subdivision Ordinance", Section 9.02.002 "Definitions", Section 9.02.003 "Purposes, Authority and Jurisdiction", and Section 9.02.004 "Procedure" to provide for development plats under certain circumstances and to prohibit issuance of building permits on unplatted land, and partially amending Ordinance No. 2022-02-06 to correct numbering in Section 9.02.004 and provide for new renumbering.
- 1) Presentation of proposed amendments.
  - 2) **PUBLIC HEARING** to receive comments regarding the proposed amendments.
  - 3) Discussion and action regarding the proposed amendment and accompanying Ordinance No. **2022-04-01**.
- C.** Discussion and action regarding the preliminary plat of the Lavon Substation Addition consisting of 3 lots on 15.990 acres of land in the Drury Anglin Survey, Abstract No. 2, Tract 42 at 17360 FM 2755, Collin County, TX, (CCAD Property ID 2582049).
- D.** Discussion and action regarding the final plat of the Lavon Substation Addition consisting of 3 lots on 15.990 acres of land in the Drury Anglin Survey, Abstract No. 2, Tract 42 at 17360 FM 2755, Collin County, TX, (CCAD Property ID 2582049).
- E.** Discussion and action regarding a replat of Lavon Farms, Lots 45R-46R, 48R-53R, and 68XR, Block B consisting of 9.589 acres to relocate lot lines.
- F.** Discussion and action regarding a replat of Lavon Farms, Lots 22R-1 – 26R-1, Block A, consisting of 0.667 acres fronting Forage Dr. to relocate lot lines.
- G.** Discussion and action regarding the replat of the Heritage East "A", Phase 1 Addition to adjust lot lines on Tract A, Block A and to incorporate 5.1 acres of land in the Drury Anglin Survey, Abstract

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No. 2, Tract 76 at 500 S. Main Street and 501 Lincoln Ave., Lavon, Collin County, TX, (CCAD Property IDs 1250005 and 2610853).

- H.** Discussion and action regarding Resolution No. 2022-04-03 accepting a Petition Requesting Annexation by Area Landowners for the voluntary annexation of approximately 79.312 acres of land described as part of the Drury Anglin Survey, Abstract No. 2 situated in Collin County within the extraterritorial jurisdiction of and adjacent to the City of Lavon, Texas into the corporate limits of the City of Lavon, and approving and authorizing the Mayor to execute a Municipal Services Agreement with the landowners for the purpose of offering municipal services to the property; calling for a public hearing; and providing an effective date.
- I.** Discussion and action regarding Resolution No. 2022-04-04 accepting a Petition Requesting Annexation by Area Landowners for the voluntary annexation of approximately 74.666 acres of land described as part of the Samuel M. Rainer Survey, Abstract No. 740 situated in Collin County within the extraterritorial jurisdiction of and adjacent to the City of Lavon, Texas into the corporate limits of the City of Lavon, and approving and authorizing the Mayor to execute Municipal Services Agreements with the landowners for the purpose of offering municipal services to the property; calling for a public hearing; and providing an effective date.
- J.** Discussion and action regarding Ordinance No. 2022-04-02 prohibiting vehicles on trails and sidewalks by amending Chapter 11 “Traffic and Vehicles” to add Article 11.05 “Prohibiting Vehicles on Trails and Sidewalks; providing for publication and an effective date; providing a penalty; providing severability, repealer and savings clauses; and finding and determining that the meeting at which this ordinance is adopted to be open to the public as required by law.
- K.** Discussion and action regarding Resolution No. 2022-04-05 approving and authorizing the Mayor to execute a Boundary Adjustment Agreement with the City of Wylie to adjust the extraterritorial jurisdiction boundary; and providing an effective date.
- L.** Discussion and action regarding Resolution No. 2022-04-06 approving and authorizing the Mayor to execute a Pre-Annexation Development Agreement with 3002 HOP, LTD., the owners/developer of the Boyd Farm Project, which agreement anticipates, among other things, establishment of land use development design regulations and providing terms for annexation for property in the W. A. S. Bohannon Survey, Abstract No. 121, being all of a called 40 acre tract of land conveyed to Betty Boyd Skelton by deed recorded in Volume 4996, Page 5221 of the Deed Records of Collin County, Texas generally located at 10350 State Highway 205 within the extraterritorial jurisdiction of and adjacent to the City of Lavon, Texas.
- M.** Discussion and action regarding Resolution No. 2022-04-07 accepting a Petition Requesting Annexation by Area Landowners for the voluntary annexation of property in the W. A. S. Bohannon Survey, Abstract No. 121, being all of a called 40 acre tract of land conveyed to Betty Boyd Skelton by deed recorded in Volume 4996, Page 5221 of the Deed Records of Collin County, Texas generally located at 10350 State Highway 205 situated in Collin County within the extraterritorial jurisdiction of and adjacent to the City of Lavon, Texas into the corporate limits of the City of Lavon; approving and authorizing the Mayor to execute a Municipal Services Agreement with the landowners for the purpose of offering municipal services; calling for a public hearing; and providing an effective date.
- N.** Discussion and action regarding orders and regulations, programming, city facilities and operations related to COVID-19.
- O.** Discussion and action regarding Board and Commission appointments – Planning and Zoning Commission.

## 9. EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Subchapter D, the City Council may recess into Executive Session (closed meeting) pursuant to: 1) Section 551.071 (2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of

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Professional Conduct of the State Bar of Texas clearly conflicts with this chapter regarding a proposed boundary adjustment agreement, pre-annexation development agreement; and provision of municipal services in the extraterritorial jurisdiction; and 2) Section 551.072 Deliberation regarding real property.

**10. RECONVENE INTO REGULAR SESSION**

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

**11. SET FUTURE MEETINGS AND AGENDA**

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

April 19, 2022 – Regular meeting and Public Hearing on the Comprehensive Plan Update

May 3, 2022 – Regular meeting


May 7, 2022 – Election Day

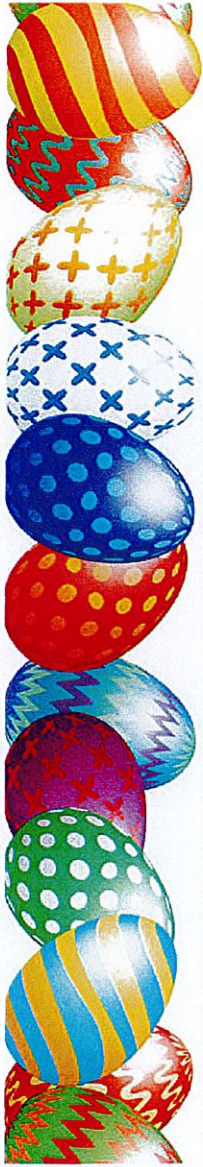
**12. PRESIDING OFFICER TO ADJOURN THE MEETING**

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](http://www.cityoflavon.com) and at City Hall and on or before 6:00 PM on April 1, 2022.

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



# **City of Lavon**

## **Breakfast with the Bunny**

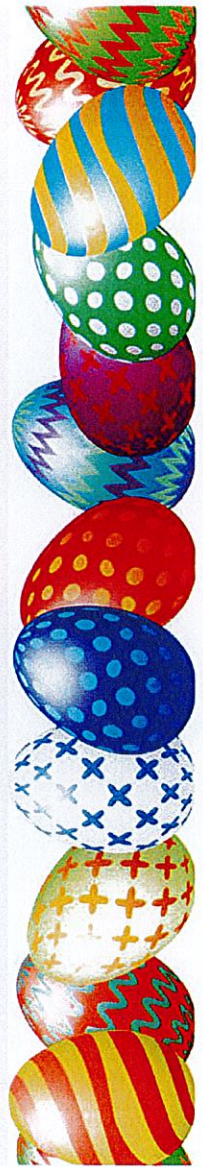
### **Easter Egg Hunt and**

### **Bunny Street Vendor Fair**

Saturday April 9, 2022  
9am-Noon  
120 School Rd.

Egg Hunt ages and times:  
3 and under-9:30am  
4yr-6yr 9:45am  
7yr-9yr 10:00am

Free Breakfast-first come first served.  
Peter Cottontail will be here for pictures





# CITY OF LAVON CITY COUNCIL Agenda Brief

MEETING: April 5, 2022

ITEM: 5

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**Item:**

Presentation and discussion regarding the 2022 Bond Election called by the CISD School Board.

**Background:**

City Hall was contacted by Community Independent School District to present to the City Council, informational slides regarding the upcoming Bond Election.

**Attachments:**

Bond Informational Sheets

April 5, 2022



## IMPORTANT DATES



**REGISTER TO VOTE BY**

THURSDAY, APRIL 7, 2022



**EARLY VOTING**

APRIL 25 – MAY 3



**ELECTION DAY**

SATURDAY, MAY 7

SCAN FOR MORE INFO



PROPOSED BOND AMOUNT OF  
**\$650 MILLION**



## PROPOSED PROJECTS



### PROPOSITION A - \$595,604,000

- Four New Elementary Schools
- Two New Middle Schools
- Additions to High School
- Existing School Renovations
- New Ag facility
- New Support Facilities, Additions, and Renovations
- Land and Project Manager



### PROPOSITION B - \$19,338,000

- Stadium Upgrades, Pressbox, Restrooms, Seating Capacity, and required ADA renovations
- Additional Parking for Schools and Athletics



### PROPOSITION C - \$35,058,000

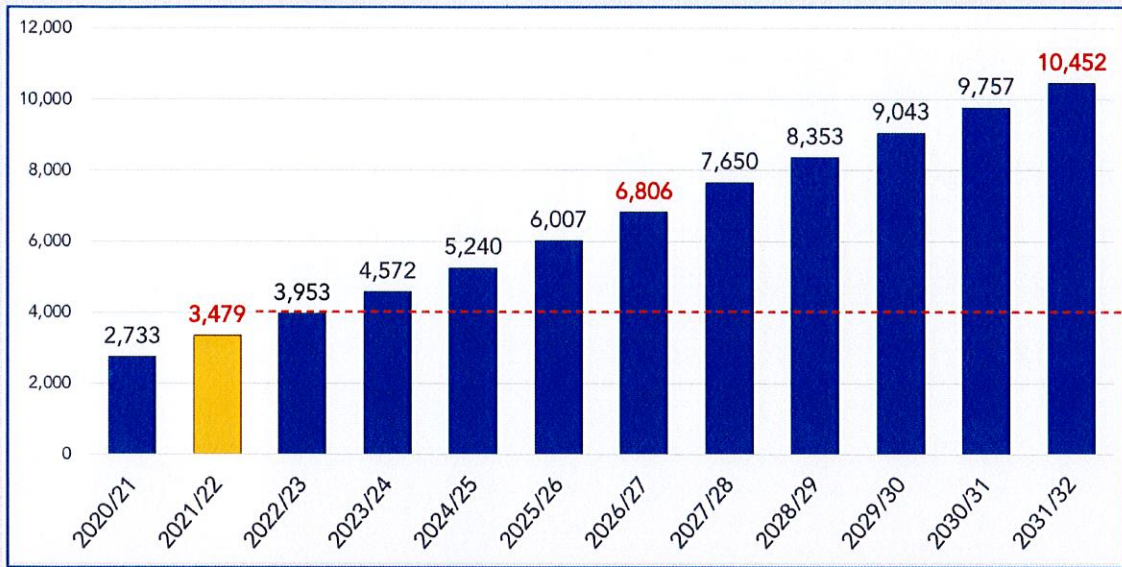
- Multi-Purpose Indoor Facility
  - Full length field, Locker Rooms, and Classrooms
  - To be utilized by all extracurricular teams including, dance, campus events, field day, football, PE teams, band, cheer, soccer, track, and more



FIND MORE INFORMATION AT  
**COMMUNITYISDBOND.COM**



# Community ISD Enrollment Projections



Total district student capacity is 4,000.



## Questions and Answers

### WHAT IS THE EXPECTED TAX RATE INCREASE IF THE BONDS ARE APPROVED BY THE VOTERS?



There will be NO I&S tax rate increase if the voters approve the bonds. Likewise, there will be no tax rate reduction if the voters do not approve the bonds, but will continue the existing tax rate.



### NO TAX RATE INCREASE →

Year	M&O Tax Rate	I&S Tax Rate (Bonds)	Total Tax Rate
2017/2018	\$1.17	\$ .45	\$1.62
2018/2019	\$1.17	\$ .50	\$1.67
2019/2020	\$1.06	\$ .50	\$1.56
2020/2021	\$.98	\$ .50	\$1.48
2021/2022	\$.96	\$ .50	\$1.46
2022/2023	\$.96	\$ .50	\$1.46

### IF THERE IS NO EXPECTED I&S RATE INCREASE, WHY WILL THE BALLOT READ "THIS IS A PROPERTY TAX INCREASE"?

**Community Independent School District Proposition A**  
**Proposición A del Distrito Escolar Independiente de Community**

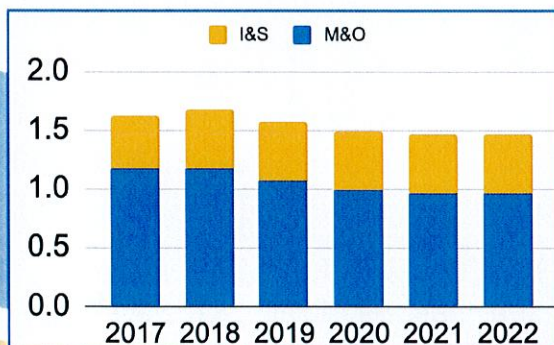
The issuance of \$595,604,000 of bonds by Community Independent School District and levying the tax in payment thereof. This is a property tax increase.

La emisión de bonos por el importe de \$595,604,000 por el distrito escolar independiente de Community y la imposición de impuestos para el pago de dichos bonos. Esto representa un incremento en el impuesto predial.

For A Favor  
 Against En Contra



### COMMUNITY ISD TAX RATE HISTORY



This requirement was a part of new laws coming from Austin after the legislative session in 2019. Voters are voting on the issuance of new bonds for new facility improvements.



**MINUTES  
MARCH 15, 2022  
LAVON CITY COUNCIL  
REGULAR MEETING  
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS  
7:00 P.M.**

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

ABSENT: JOHN KELL, PLACE 1

**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 DELIVERED THE INVOCATION.**

**3. ITEMS OF INTEREST/COMMUNICATIONS**

- April 9, 2022 - Breakfast with the Bunny 9:00am-10:30am at City Hall
- April 9, 2022 - Bunny Street Vendor Fair 9:00am-Noon at City Hall
- EDC Shop Lavon \$20 Coupon Program will be running April 9, 2022-May 15, 2022
- Draft Comprehensive Plan update will be on [www.PlanLavon.com](http://www.PlanLavon.com) and a public hearing before the Planning and Zoning Commission is set for March 22, 2022.

**4. CITIZENS COMMENTS**

There were no citizens comments.

**5. SPECIAL RECOGNITION**

The City Council recognized the Lavon Economic Development Corporation Board of Directors who received the Texas Economic Development Council 2021 Economic Excellence Award on February 28, 2022.

**6. CONSENT AGENDA**

**A. Approve the minutes of the March 1, 2022 meeting.**

**B. Receive Quarterly Investment Report.**

**MOTION: APPROVE THE CONSENT AGENDA.**

MOTION MADE: WRIGHT

SECONDED: SERKLAND

APPROVED: UNANIMOUS (Absent: Kell)

**7. ITEMS FOR CONSIDERATION**

**A. Presentation and discussion of the 2021 Lavon Economic Development Corporation (LEDC) Annual Report, Strategic Plan, and upcoming projects.**

Pam Mundo, Mundo & Associates, Executive Director of the LEDC presented the 2021 Annual Report and Strategic Plan, that included information on projects in progress.

- B. Discussion and action regarding the first reading of Resolution No. 2022-03-04 authorizing the Lavon Economic Development Corporation to expend funds for the Shop Lavon Coupon Program, such project not to exceed \$30,000.00; and providing an effective date.**

Ms. Mundo provided information regarding the “Shop Lavon Coupon Program” intended to encourage residents to support local Lavon businesses. City Administrator Kim Dobbs noted that the state law provides for two readings of the Resolution.

**MOTION: APPROVE THE FIRST READING OF RESOLUTION NO. 2022-03-04 AUTHORIZING THE LAVON ECONOMIC DEVELOPMENT CORPORATION TO EXPEND FUNDS FOR PROJECT SHOP LAVON COUPON PROGRAM, SUCH PROJECT NOT TO EXCEED \$30,000.00; AND PROVIDING AN EFFECTIVE DATE.**

MOTION MADE: DILL  
SECONDED: COOK  
APPROVED: UNANIMOUS (Absent: Kell)

- C. Discussion and action regarding Resolution No. 2022-03-05 expressing support for participation in a research project and University of Texas at Arlington Geisel Grant application relating to housing supply and risk reduction strategies for the City’s future growth.**

Ms. Dobbs provided information regarding the grant program and proposed application, noting there is no financial match required if awarded.

**MOTION: APPROVE RESOLUTION NO. 2022-03-05 EXPRESSING SUPPORT FOR PARTICIPATION IN A RESEARCH PROJECT AND UNIVERSITY OF TEXAS AT ARLINGTON GEISEL GRANT APPLICATION RELATING TO HOUSING SUPPLY AND RISK REDUCTION STRATEGIES FOR THE CITY’S FUTURE GROWTH.**

MOTION MADE: SERKLAND  
SECONDED: WRIGHT  
APPROVED: UNANIMOUS (Absent: Kell)

- D. Discussion and action regarding the Public Utility Commission of Texas inquiry relating to the 2022 consumer price index (CPI) adjustment to municipal telecommunications right-of-way access lines rates.**

Ms. Dobbs reported that the Public Utility Commission notified the City that the access line rates have increased by 2.5378% due to inflation as measured by the consumer price index. Ms. Dobbs added that line rates are paid by the telecommunication companies to the City to compensate for using the city’s right-of-way and by taking no City Council action, the rates will go into effect automatically.

**MOTION: TAKE NO ACTION RELATING TO THE 2022 CONSUMER PRICE INDEX (CPI) ADJUSTMENT TO MUNICIPAL TELECOMMUNICATIONS RIGHT-OF-WAY ACCESS LINES RATES.**

MOTION MADE: DILL  
SECONDED: COOK  
APPROVED: UNANIMOUS (Absent: Kell)

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

Staff provided information regarding open facilities implementation, programing, staffing, and city programs. Ms. Dobbs included information regarding Senate Bill 22.

- F. Discussion and action regarding the development of a rental registration and inspection program.**

Ms. Dobbs and Police Chief Mike Jones provided information regarding the research and preparation of the Rental Registration and Inspection Program. Staff was directed to proceed with research.

**8. STAFF REPORTS**

- A. Police Services** – Chief Jones provided updates and referenced reports in the meeting packet.
- B. Fire Services** – Fire Chief Danny Anthony referenced the report in the meeting packet and provided updates.
- C. Public Works** – Director of Public Works David Carter provided general information regarding public works operations.
- D. Administration** – Ms. Dobbs referenced reports in the meeting packet regarding the Building Permits Report; CWD Services; Collin County Monthly Tax Collection Report; Sales Tax Report; Financial Reports and general staff report.

**9. EXECUTIVE SESSION**

At 8:14 p.m. in accordance with Texas Government Code, Chapter 551, Subchapter D, the City Council recessed into Executive Session (closed meeting) pursuant to Section 551.071 Consultation with Attorney (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter regarding a proposed boundary adjustment agreement, annexation and development agreement; and an agreement for the provision of emergency medical services.

**10. RECONVENE INTO REGULAR SESSION**

In accordance with Texas Government Code, Section 551.001, et seq., Mayor Sanson reconvened the meeting at 8:47p.m. and stated that no action was taken in executive session.

**11. CITY COUNCIL TO SET FUTURE MEETINGS AND AGENDAS.**

- April 5, 2022 Regular Meeting at 7p.m.
- April 19, 2022 Regular Meeting and Public Hearing on Comprehensive Plan Update

**12. MAYOR SANSON ADJOURNED THE CITY COUNCIL MEETING AT 8:48 P.M.**

**DULY PASSED and APPROVED** by the City Council of Lavon, Texas, on this 5<sup>th</sup> day of April 2022.

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

**ATTEST:**

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





## CITY OF LAVON Agenda Brief

MEETING: April 5, 2022

ITEM: 6 - B

**Item:**

CONSENT AGENDA

Approve the second of two readings of Resolution No. **2022-03-04** authorizing the Lavon Economic Development Corporation to expend funds for the Shop Lavon Coupon Program, such project not to exceed \$30,000.00; and providing an effective date.

**Background:**

On February 28, 2022, the Board of Directors of the Lavon Economic Development Corporation (LEDC) voted unanimously to proceed with the Shop Lavon Coupon Program to advance the promotion of new and expanded business efforts in Lavon. The project consists of a \$20 coupon mailed to area residents for their use at Lavon businesses who present the coupons for reimbursement.

Since July 2020, the LEDC has sponsored the Shop Lavon Coupon Program three times. The success of the project increases each time it is presented. Of the initial \$30,000 authorized, \$27,0512 has been provided to spur economic activity. Three coupon promotions have directly injected funding into the local economy to benefit local business and residents as follows: \$6,100 in July 2020, \$9201 in Dec 2020, and \$11,750 in June 2021. The program is anticipated to run from April 1, 2022 to May 15, 2022 with the coupons eligible for use at the April 9, 2022 Bunny Street Vendor Fair.

The Local Government Code provides that a Type B economic development corporation may undertake a project with the City Council's approval.

**Code Excerpt:**

**TEXAS LOCAL GOVERNMENT CODE**

**Sec. 505.158. PROJECTS RELATED TO BUSINESS DEVELOPMENT IN CERTAIN SMALL MUNICIPALITIES.**

(a) For a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, "project" also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation's board of directors to promote new or expanded business development.

(b) A Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings.

**Financial Implications:**

The LEDC has appropriated funds for the project in the Annual Budget.

**Staff Notes:**

This is the second and final of two required readings. Approval is recommended.

**Attachments:** Proposed Resolution

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2022-03-04**

LEDC – Shop Lavon Coupon Program

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AUTHORIZING THE LAVON ECONOMIC DEVELOPMENT CORPORATION TO EXPEND FUNDS FOR THE SHOP LAVON COUPON PROGRAM, SUCH PROJECT NOT TO EXCEED \$30,000.00; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on February 28, 2022 the Board of Directors of the Lavon Economic Development Corporation (LEDC) voted to proceed with the Shop Lavon Coupon Program - \$20 Coupon and called a public hearing to be conducted on March 14, 2022; and

**WHEREAS**, the Texas Local Government Code, Section 505.158 establishes the authority for the LEDC to undertake certain projects with the City Council of the City of Lavon’s approval; and

**WHEREAS** this project assists in the promotion of new and expanded business development in Lavon and the City Council finds that approving the Project serves the best interest of the City and the public health, safety, and welfare of the City.

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

**SECTION 1.** That the City Council of the City of Lavon does hereby approve and authorize the Lavon Economic Development Corporation to expend funds for the Shop Lavon Coupon Program, such project not to exceed \$30,000.00.

**SECTION 2.** That this resolution shall take effect from and after the date of the second reading.

**FIRST READING:**     March 15, 2022

**SECOND READING:**   April 5, 2022

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas on the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

ATTEST:

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



## CITY OF LAVON Agenda Brief

**MEETING:** April 5, 2022

**ITEM:** 6 - C

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**Item:**

CONSENT AGENDA

Approve the FORM Facility Rental Agreement for outdoor park facilities.

**Background:**

The recent adoption of the City's first Parks and Recreation Master Plan highlighted the importance of improving public access to City parks and recreation amenities. To facilitate the use of the City's outdoor parks and recreation facilities, the staff and city attorney prepared a FORM Facility Rental Agreement.

Initially, the outdoor facility rental program will be informally managed by the City Secretary's Office with coordination with the Public Works Department.

The City Hall Park Pavilion rental does not include access to indoor facilities or restrooms.

**Financial Implications:**

The City Council establishes rental fees annually with the Budget.

**Staff Notes:**

Approval is recommended.

**Attachments:** Proposed FORM Facility Rental Agreement



## City of Lavon

### Facility Rental Agreement

“Renter” \_\_\_\_\_

Organization (if applicable): \_\_\_\_\_

Rental Period: \_\_\_\_\_ (minimum 2 hours)

The City of Lavon (the “City”) hereby grants the above named individual and/or organization and any named representative permission to use the \_\_\_\_\_, located at \_\_\_\_\_ (the “Facility”) for the above described rental period (the “Rental Period”), subject to the terms and conditions of this agreement (the “Rental Agreement”).

If rental is for an organization, Renter represents that he/she is hereby authorized to complete and sign this Rental Agreement on behalf of the organization. By signing this Rental Agreement, the Renter agrees to comply with and enforce all City Facility Rules, Guidelines, Regulations and Policies, and pay all approved fees. Any violation shall be grounds for prohibiting future use of the Facility, or any other City facilities.

**RENTER AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, AGENTS, AND ELECTED OFFICIALS FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, LIABILITIES (INCLUDING STATUORY LIABILITY UNDER WORKERS’ COMPENSATION LAWS), OR DAMAGES OF ANY CHARACTER IN CONNECTION WITH ANY CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, LIABILITIES, LOSSES, SUITS, OR ADMINISTRATIVE PROCEEDINGS, ARISING OUT OF ANY ACT OR NEGLIGENCE BY RENTER, ITS AGENTS, EMPLOYEES, CONTRACTORS, LESSEES, INVITEES, OR REPRESENTATIVES, IN, ON OR ABOUT THE FACILITY. RENTER AGREES THAT ALL STATED CITY OFFICIALS AND AGENTS WILL NOT BE RESPONSIBLE TO, FROM OR AGAINST COST AND EXPENSES INCLUDING, IN PART, ATTORNEY FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS (INCLUDING DEATH) TO ANY PERSON OR MINOR CHILDREN OR TO ANY PROPERTY DAMAGE, OCCURRING IN CONNECTION WITH, RESULTING FROM, OR CAUSED BY THE RENTAL OR USE OF CITY FACILITIES, INCLUDING, BUT NOT LIMITED TO, THE COMMUNITY CENTER, GYM, PARKS, AND PAVILION.**

**THIS INDEMNITY, RELEASE, AND HOLD HARMLESS SHALL SURVIVE THE TERMINATION OF THIS RENTAL AGREEMENT.**

**Requesting Reservation**

Reservation requests are accepted on a first come/first serve basis up to ninety (90) days in advance for reservations. A minimum Rental Period of two (2) hours applies to all reservations. City-sponsored events shall take precedence over non-City-sponsored events.

Rental fees (including deposit and cancellation fee) shall be assessed by the City Council as established in the Fee Schedule. Rental deposit and signed Rental Agreement must be received at the time of booking any reservation. Rental fees must be received prior to the rental date.

**Deposit**

The City will issue a refund for the amount of the deposit, or a portion thereof, if no damage or breakage occurs and the Facility's contents are left clean and in the same condition they were found prior to the commencement of the activity being reserved. If damages are assessed as solely determined by the City, the amount will be deducted, and funds will be sent for the remaining deposit balance, if any. A refund will be issued to the original payer only, and processing may take 4 weeks after the conclusion of the issued permit.

Renter shall be solely responsible for any and all damages or costs associated with repair, replacement and/or clean-up of the Facility. The City shall assess damages done and shall make the final decisions as to suitable repair and/or replacement. Any cost associated with damages and/or lack of cleaning of the Facility that is over the deposit amount will be assessed to and paid by the responsible /reserving party within fourteen (14) days of completion of the Rental Period.

**Rental Period**

Renter must be present during the entire Rental Period. Admittance prior to the time specified on the Rental Agreement and permit is prohibited. Requests for extension of Rental Period must be paid in full at least 48 hours prior to the Rental Period. Set-up and clean-up must be completed within the Rental Period. Upon completion of the Rental Period, all areas must be left as found.

**Prohibited Activities**

The following non-exclusive list of activities are prohibited in connection with the rental of the Facility:

- Possession and consumption of alcoholic beverages
- Gambling
- Smoking
- Use of bounce houses or other inflatables
- Parking or driving anywhere other than designated parking lot

### **Additional Requirements for Rental**

- If Renter will be catering food, Renter shall require each food vendor to apply for and schedule all food service and health inspections through the City.
- One (1) adult chaperone, age twenty-one (21) or over shall be required per ten (10) youth/children under the age of eighteen (18). Smaller groups of children may only require chaperones 18 years of age.
- The number of guests present must adhere to the stated capacity of the Facility.

### **Cancellation**

Cancellation of the Rental Agreement must be received via writing or e-mail. A fee of \$100.00 will be assessed for cancellations received less than forty-eight (48) hours prior to the Rental Period. Failure to show up for a reservation at scheduled start time will result in forfeiture of rental and all rental fees and deposits.

The City reserves the right to immediately cancel this reservation if any of the above guidelines, rules and regulations are not being properly followed.

If cancellation is initiated by the City due to the Facility closing, the Renter may reschedule or receive a full refund, which shall be the only remedy to the Renter.

---

Renter

---

Date

**For assistance during business hours contact 972-843-4220.  
In case of after-hours non-police or non-health related emergencies,  
contact non-emergency dispatch at 972-547-5350.**



## CITY OF LAVON Agenda Brief

**MEETING:** April 5, 2022

**ITEM:** 6 - D

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**Item:**

CONSENT AGENDA

Approve Resolution No. 2022-04-01 approving and authorizing the Mayor to execute an Assignment of Contract between the City, MA Partners, LLC, and Kimley-Horn and Associates related to the design, permit, and construction of a wastewater treatment plant.

**Background:**

The Development Agreement between the City of Lavon and MA Partners related to the development of the Elevon project provides that the City will pay to design, permit, and construct a wastewater treatment plant. Prior to execution of the Development Agreement, MA Partners and Kimley-Horn and Associates, Inc. contracted with Kimley-Horn and Associates, Inc. for “Professional Services for the Elevon Wastewater Treatment Plant Design.”

**Financial Implications:**

Funding for the obligation is provided in the City’s Capital Improvements Plan with proceeds from the 2018 Series Certificates of Obligation and the Series 2020 Combination Tax and Limited Surplus Revenue Certificates of Obligation.

**Staff Notes:**

The City Attorney and City Engineer have reviewed the Assignment. Approval is recommended.

**Attachments:** Proposed Assignment of Contract

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2022-04-01**

Assignment of Contract – Elevon WWTP

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ASSIGNMENT OF CONTRACT BETWEEN THE CITY, MA PARTNERS, LLC, AND KIMLEY-HORN AND ASSOCIATES, INC. RELATED TO THE DESIGN, PERMIT, AND CONSTRUCTION OF A WASTEWATER TREATMENT PLANT.**

**WHEREAS**, the City of Lavon and MA Partners entered into a Development Agreement on November 2, 2021 relating to the development of the Elevon project; and

**WHEREAS**, Section 4.10.b of the Development Agreement, provides for the City to pay for the cost to design, permit and build a 450,000 Gallon Wastewater Treatment Plant and for MA Partners, LLC to assign or cause to be assigned to the City, the contract by and between MA Partners, LLC and Kimley-Horn and Associates, Inc., dated July 1, 2021 for work to be performed on the WWTP; and

**WHEREAS**, the City Council of the City of Lavon finds and determines that approving the Assignment of Contract is in the best interests of the citizens of the City of Lavon.

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

**SECTION 1.** The City Council does hereby approve and authorize the Mayor to execute an Assignment of Contract with MA Partners, LLC and Kimley-Horn and Associates, Inc., attached hereto as “Exhibit A”.

**SECTION 2.** This resolution shall take effect from and after the date of its passage.

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas on the 5<sup>th</sup> day of April 2022.

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

ATTEST:

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

**RESOLUTION NO. 2022-04-01**

**EXHIBIT A**

**ASSIGNMENT OF CONTRACT**

## ASSIGNMENT OF CONTRACT

This ASSIGNMENT OF CONTRACT (*Assignment*) is made as of \_\_\_\_\_, \_\_\_\_ 2022 (Effective Date), by and between MA PARTNERS, LLC, a Texas limited liability company (*Assignor*), and the City of Lavon, Texas, a general law city, acting by and through its duly authorized representative (*Assignee*). The undersigned contractor, Kimley-Horn and Associates, Inc. (*Consultant*) joins in the execution of this Assignment (Assignor, Assignee, and Consultant are individually a "Party" and collectively, the "Parties").

### RECITALS:

A. Assignor, and Assignee are parties to that certain Development Agreement dated November 2, 2021 (*Development Agreement*).

B. Pursuant to Section 4.10.b of the Development Agreement, Assignee agreed to pay the cost to design, permit and build a 450,000 Gallon Waste Water Treatment Plant (*WWTP*) and Assignee agreed that upon execution of the Development Agreement, Assignor would assign or cause to be assigned to Assignee, that certain contract by and between Assignor and Kimley-Horn and Associates, Inc., dated July 1, 2021, and including all exhibits attached thereto, for work to be performed on the WWTP (*Kimley-Horn Contract*), a copy of which Kimley-Horn Contract is attached hereto as Exhibit A and made a part hereof.

C. Unless defined differently herein or the context clearly requires otherwise, all capitalized terms used in this Assignment shall have the meaning ascribed to them under the Development Agreement.

### AGREEMENT:

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment and Assumption. Assignor does hereby ASSIGN, TRANSFER, SELL, CONVEY, SET OVER AND DELIVER unto Assignee all of Assignor's rights, titles and interests in and to the Kimley-Horn Contract. In connection with the foregoing assignment, and to the extent permitted by law, Assignee does hereby accept and assume all of Assignor's obligations and liabilities in, under, and in connection with the Kimley-Horn Contract. To the extent permitted by law, Assignee further agrees to pay and perform all of the terms, covenants, conditions and obligations of the Assignor under or with respect to the Kimley-Horn Contract to the extent those terms, covenants, conditions and obligations are to be performed on or after the date of this Assignment.

2. Indemnity. Assignor hereby indemnifies and holds Assignee harmless from and against any and all claims, expenses, costs, obligations or other liabilities with respect to the Kimley-Horn Contract arising or incurred from and after the date hereof with respect to events occurring prior to the date hereof. To the extent permitted by law, Assignee hereby indemnifies and holds Assignor

harmless from and against any and all claims, expenses, costs, obligations, or other liabilities with respect to the Kimley-Horn Contract arising or incurred from and after the date hereof with respect to events occurring after the date hereof.

3. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that Assignor has the authority to enter into this Assignment and to carry out all of the terms and provisions of this Assignment without the joinder of any third party or entity. Assignor represents and warrants to Assignee that as of the date hereof: (a) the Kimley-Horn Contract, a true and correct copy of which is attached hereto as Exhibit A is in full force and effect (except that the Parties acknowledge the typo made on page 7 of the Kimley-Horn Contract in the second sentence of the first paragraph in the "Closure" section, and that any reference to "Cibolo Creek Municipal Authority" in the Kimley-Horn Contract is a mistake and shall mean MA Partners, LLC), and (b) Consultant has not sent or received any notice of default or any notice for the purpose of terminating the Kimley-Horn Contract, nor is there any existing circumstance or event which, but for the lapse of time or otherwise, would constitute a default by either Consultant or Assignor under the Kimley-Horn Contract.

4. Consent of Consultant. Consultant hereby consents to the assignment by Assignor to Assignee of all of Assignor's right, title and interest in and to the Kimley-Horn Contract, to the extent permitted by law. Further, Consultant acknowledges that there presently exist no unpaid and past-due claims owed by Assignor to Consultant, and Consultant has no present claim against or lien upon the improvements to be constructed or the real property upon which the improvements are being constructed arising out of the execution of the Kimley-Horn Contract.

5. Amendment. This Assignment may not be modified, amended or waived orally or by any act or failure to act on the part of Assignor or Assignee, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment or waiver is sought.

6. Severability; Headings. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision. The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof. Each party hereto has been represented by legal counsel in the preparation of this Assignment and therefore it shall not be interpreted in favor of one party over the other.

7. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8. Binding on Successors. This Assignment shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

9. Conflicts. To the extent the Development Agreement conflicts with the Kimley-Horn Contract, the Development Agreement shall control. The Parties acknowledge that the Assignee is a Type A municipal corporation of the State of Texas and was not involved in the negotiation, drafting, or execution of the Kimley-Horn Contract, and therefore, certain obligations of the Kimley-Horn Contract, which original parties to are two private entities, may not be met by the

Assignee. To the extent that an obligation, liability, debt, or duty under the Kimley-Horn Contract may not be lawfully assigned to, or assumed by, the Assignee due to its existence as a Type A general law city and political subdivision of the State of Texas, the Assignee shall not be responsible for such obligation, liability, debt, or duty, or in default of this Assignment, the Kimley-Horn Contract, or the Development Agreement.

10. Additional Consultant Obligations. In connection with this Assignment, Consultant agrees to the following additional terms:

A. Consultant agrees to adhere to the insurance requirements provided in **Exhibit B**, attached hereto and incorporated herein; and

B. Consultant shall be compliant with the statutory provisions provided in **Exhibit C**, attached hereto and incorporated herein.

ASSIGNOR:

**MA ELEVON 429, LLC,**  
a Texas limited liability company

**By:** MA Partners, LLC,  
a Texas limited liability company, its sole manager

By: \_\_\_\_\_  
John D. Marlin, Manager

ASSIGNEE:

**CITY OF LAVON**

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

CONSULTANT:

**Kimley-Horn and Associates, Inc.,**

By: \_\_\_\_\_  
Scott R. Arnold, Vice President

**EXHIBIT A**  
**Kimley-Horn Contract**

**Kimley »Horn**

June 17, 2021

MA Partners, LLC  
15443 Knoll Trail  
Suite 130  
Dallas, Texas 75248

Attn: Mr. John Marlin

Re: Professional Services Agreement for the Elevon Wastewater Treatment Plant Design

Dear Mr. Marlin:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to MA Partners, LLC ("Client") related to the Elevon Wastewater Treatment Plant Design. (the "Project").

**Project Understanding**

MA Partners, LLC has requested Kimley-Horn to design a 0.25 MGD Wastewater Treatment Plant to serve a portion of the Elevon Development outside of Lavon, Texas. The 0.25 MGD Wastewater Treatment Plant will serve the first phase of development and is the first phase of the TCEQ Wastewater Discharge Permit WQ0015890001.

**Scope of Services**

Kimley-Horn will provide the services specifically set forth below.

**Task 1: Wastewater Treatment Process Design**

The Consultant shall perform the following tasks for the design of a conventional activated sludge treatment plant:

- a. Design and size each treatment unit based on the following parameters: Calculations, analyses, graphs, formulas, constants, and technical assumptions will be provided to support the design and sizing of each unit.
  - i. types of units proposed and their capacities
  - ii. detention times, surface loadings and weir loadings for each unit
  - iii. plot of the hydraulic gradient at peak flow conditions
  - iv. the recommended operation mode
  - v. organic and volumetric loadings pertinent to each treatment unit
  - vi. aeration demands and sizing of blowers
- b. Develop a process flow diagram for the treatment facility.
- c. Perform computer simulation modeling to prepare a solids balance to determine recycle ratios and sludge wasting rates for process control.
- d. Develop hydraulic model to determine the elevations of the treatment units and determine the sizing of interconnected piping.

Meetings:

- a. Prepare for and conduct an in-person review meeting for the Process Design with Client.

Task 2: Final Engineering Report

Following approval of Task 1 by the Client, the Consultant shall prepare, submit, and process a Summary Transmittal Letter and Final Engineering Report as required by the Texas Administrative Code Chapter 217.10. The Consultant shall perform the following tasks in support of the Summary Transmittal Letter and Final Engineering Report:

- a. Prepare the Draft Final Engineering Report Document including:
  - i. summary of process design data
  - ii. demonstrate Texas Administrative Code Chapter 217 compliance
  - iii. variance requests and justification, if necessary
  - iv. anticipated treatment performance
- b. Following review of the Draft Final Engineering Report packet by the Client, incorporate any Client comments and submit the signed and sealed Summary Transmittal Letter and Final Engineering Report packet to TCEQ.
- c. Respond to technical questions raised by TCEQ in review of the Summary Transmittal Letter and the Final Engineering Report.

Meetings:

- a. Prepare for and conduct an in-person meeting to review Draft Final Engineering Report with Client.

Deliverables:

- a. One (1) Electronic Copy (.pdf).

Task 3: Preliminary Design

Following the Clients approval of the Final Engineering Report, the Consultant shall prepare the detailed design documents for a 0.25 million MGD WWTP.

- a. Perform preliminary civil engineering design services for the following treatment facilities:
  - i. Headworks facilities
  - ii. Odor control system
  - iii. Aeration Basins
  - iv. Clarifiers
  - v. Solids handling facilities
  - vi. Disinfection facilities
- b. Perform preliminary structural engineering design services for the following facilities:
  - i. Headworks facilities
  - ii. Aeration Basins
  - iii. Clarifiers
  - iv. Solids handling facilities



- a. Prepare for and conduct a plan review meeting with the Client.

**Deliverables:**

- a. Five (5) copies of 11"x17" plans for review.
- b. PDF of the detailed plans and detailed OPCC.
- c. One electronic copy (.pdf).

**Services/Deliverables provided by the Client:**

- a. Review and comment on the detailed submittal.

**Task 4: Final Design**

Following the Clients approval of the preliminary design plans, the Consultant shall prepare the final design plans of a 0.25 million gallon per day (MGD) WWTP.

- a. Prepare construction documents for the following treatment facilities:
  - i. Headworks facilities
  - ii. Aeration Basins
  - iii. Clarifiers
  - iv. Solids handling facilities
  - v. Disinfection facilities
- b. Prepare construction documents for Client review. Construction documents will include construction plans, contract documents, and technical specifications for bidding and construction of the 0.25 MGD Wastewater Treatment Facility. The construction plans will include:

**Civil sheets**

- General notes
- Site plan
- Yard piping plan
- Yard piping profiles
- Paving plan
- Profiles
- Grading plan
- Site drainage
- Details

**Mechanical sheets**

- General notes
- Equipment layout
- Equipment Sections
- Details

**Structural sheets**

- General notes
- Foundation plans
- Building Sections

## Kimley » Horn

- Roof plans
- Details

### Electrical sheets

- Site plan
- Floor plan
- Sections
- SCADA/Control and Instrumentation
- Details

### Architectural sheets

- Floor plans
- Door and Window Schedules
- Roof Plans
- Elevations
- Details

### Plumbing sheets

- Onsite Water services
- Onsite sanitary sewer

- Submit 100% construction plans, contract documents, technical specifications, and OPCC to Client for review and comment. Contract documents will be based on the Engineers Joint Contract Documents Committee standard contract documents. Technical specifications will be based on the North Texas Council of Governments Public Works Construction Standards Specifications.
- Submit final construction documents to review agencies and client.

### Meetings:

- Prepare for and conduct one construction documents review meeting with the Client.

### Deliverables:

- Five (5) copies of 11"x17" final plans, contract documents, technical specifications, and OPCC.
- Two (2) copies of the final plans, contract documents for TCEQ approval.
- One electronic copy (.pdf).

### Services/Deliverables provided by the Client:

- Review and comment on final submittal.
- Payment of all applicable submittal fees.

### Task 5: Bidding Phase Services

Kimley-Horn will perform the following professional services to support the client during the bidding process:

- Provide construction documents in .PDF format to CivCast website for online bidding.
- Prepare the Notice to Bidders. The Client will be responsible for submitting the Notice to newspapers for advertisement.

- c. Issue addenda as required.
- d. Respond to bidder questions.
- e. Prepare for and conduct a Pre-bid conference.
- f. Attend bid opening, prepare a tabulation of bids, and prepare a letter summarizing the bids to the Client for award of contract.

**Services/Deliverables provided by the Client:**

- a. Award a contract to a contractor.

**Fee and Billing**

Kimley-Horn will perform the services for the following tasks for the fee below.

Task 1: Wastewater Treatment Process Design	\$ 50,000 (Lump Sum)
Task 2: Final Engineering Report	\$ 40,000 (Lump Sum)
Task 3: Preliminary Design	\$180,000 (Lump Sum)
Task 4: Final Design	\$130,000 (Lump Sum)
Task 5: Bidding	\$ 20,000 (Lump Sum)
<b>Total</b>	<b>\$420,000 (Estimated)</b>

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

**Services Not Included**

- 1. Resident Project Representative (RPR) services
- 2. Material testing
- 3. Archeological testing.
- 4. Reuse permitting or design
- 5. Preparation of a CCN application.
- 6. Attending meetings with or on behalf of the Client not identified in the scope.
- 7. Evaluation of any temporary sanitary sewer options for service prior to a constructed wastewater treatment plant.
- 8. Design of the onsite sanitary sewer collection system.
- 9. Services associated with contracting of water users.
- 10. Preparation for or attendance of mediation between the Client and other parties.

**Information/Services to be Provided by the Client**

- 1. Approve treatment process.
- 2. Current land use plan for the proposed development showing the boundaries allocated for the WWTP.

**Closure**

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

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

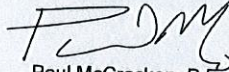
- Please email all invoices to \_\_\_\_\_
- Please copy \_\_\_\_\_

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

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

Thank you,

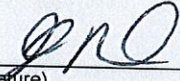
KIMLEY-HORN AND ASSOCIATES, INC.

  
 Paul McCracken, P.E.  
 Senior Vice President

Attachment – Standard Provisions

Agreed to on this 1 day of JULY 2021

**MA Partners, LLC**

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

John Martin  
 \_\_\_\_\_  
 (Print)

manager  
 \_\_\_\_\_  
 (Title)

KIMLEY-HORN AND ASSOCIATES, INC.  
STANDARD PROVISIONS

- (1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- (2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
  - (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
  - (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
  - (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
  - (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
  - (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
  - (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.
- (3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.
- (4) **Method of Payment.** Client shall pay Consultant as follows:
- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per year beginning on the 25<sup>th</sup> day. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
  - (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
  - (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
  - (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
  - (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- (5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and

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

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

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

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

(9) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$60,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION 9 IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION 9 SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

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

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

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

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

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger,

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

**(15) Construction Phase Services.**

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

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

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

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

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

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

**EXHIBIT B**  
**Consultant Insurance Requirements**

The Consultant shall provide and maintain, until the work covered in the contract is completed and accepted by the City, the minimum insurance coverages as follows:

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Consultant's obligations contained in the contract.
2. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
3. Commercial Automobile Liability insurance at minimum combined single limits of 1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
4. Professional Liability Insurance coverage may not be required for all services. If the City deems such coverage necessary, the following conditions will apply:
  - a. Professional Liability with minimum limits of \$1,000,000 per claim and in the aggregate or higher, depending on the type, size, and scope of services.
  - b. This coverage must be maintained for at least two (2) years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term the contract.

**PLEASE NOTE:** The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The Consultant may maintain reasonable and customary deductibles, subject to approval by the City.

Any Subconsultant(s) hired by the Consultant shall maintain insurance coverage equal to that required of the Consultant. It is the responsibility of the Consultant to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the Subconsultant.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards (for engineering and architects), and contractual liability.

With reference to the foregoing insurance requirement, Consultant shall specifically endorse applicable insurance policies as follows:

1. The City shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City shall be contained in the Workers Compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that the City will receive at least thirty-(30) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name the City as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Consultant may maintain reasonable and customary deductibles, subject to approval by the City.
9. Insurance must be purchased from insurers that are financially acceptable to the City.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to the City.

Upon request, Consultant shall furnish the City with certified copies of all insurance policies.

All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

**EXHIBIT C**  
**Statutory 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, 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, "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:** April 5, 2022

**ITEM:** 6 - E

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**Item:**

CONSENT AGENDA

Approve Resolution No. 2022-04-02 authorizing the submittal of one or more DR-4485 HMGP applications to the Texas Division of Emergency Management, authorizing the Mayor and City Administrator to act as the City's authorized representative in all matters pertaining to the application, and committing matching funds.

**Background:**

The City desires to reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. Specifically, to address the need for a central warming location, ensure continued delivery of critical services, and to protect city assets, the City prepared a grant application to the Texas Department of Emergency Management for the purchase of generators to be installed at City Hall, the Police Department and replace the non-functioning generator at the Fire Department. The City Council authorized submission of the grant application on November 1, 2021. Awards have not yet been announced for that submission.

An additional source of funding has recently opened for this type of grant application. Authorization to submit the application for the new funding source is sought.

**Financial Implication:**

If the grant is awarded and matching funds are required, the City Council may appropriate funds from fund balance by a budget amendment.

**Staff Notes:**

It is recommended that the City Council authorize the submission of applications for grants from Texas Department of Emergency Management (TDEM) Hazard Mitigation Grant Program (HMGP) under the COVID-19 DR-4485 program.

**Attachment:** Proposed Resolution

**CITY OF LAVON**  
**RESOLUTION NO. 2022-04-02**

Hazard Mitigation Grant Program Application – COVID 19

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, AUTHORIZING THE SUBMISSION OF A HAZARD MITIGATION GRANT PROGRAM (HMGP) APPLICATION THROUGH THE TEXAS DIVISION OF EMERGENCY MANAGEMENT AND AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE DR-4485 HAZARD MITIGATION GRANT PROGRAM.**

**WHEREAS**, the City Council of the City of Lavon, Texas desires to reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; and

**WHEREAS**, the City desires to develop a viable community, including decent housing and a suitable living environment; and

**WHEREAS**, it is necessary and in the best interests of the City to apply for funding under the DR-4485 Hazard Mitigation Grant Program.

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

1. That one or more Hazard Mitigation Grant Program applications is hereby authorized to be filed on behalf of the City with the Texas Division of Emergency Management for eligible projects.
2. That the City's application(s) be placed in competition for funding under the COVID-19 DR-4485 program.
3. That the application(s) be for up to \$307,062.00 of grant funds to construct improvements, project engineering, acquisition, and grant administration.
4. That the City Council directs and designates the Mayor and City Administrator as the City's Chief Executive Officers and Authorized Representatives to act in all matters in connection with this application and the City's participation in the Hazard Mitigation Grant Program.
5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
6. That it further be stated that the City is committing up to \$34,118.00 from its General Fund as a cash contribution and/or in-kind services toward the engineering and construction activities of the selected project.

**DULY PASSED and APPROVED** by the City Council of the City of Lavon, Texas, on the 5<sup>h</sup> day of April 2022.

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

**ATTEST:**

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





# CITY OF LAVON

## Agenda Brief

MEETING: April 5, 2022

ITEM: 7 - A

**Item:**

**BOARD OF ADJUSTMENT**

*In accordance with the Texas Local Government Code, Section 211.008 (g) and Section 9.03.231 of the Lavon Code of Ordinances, the City Council will act as the Board of Adjustment to consider and act on a request for a variance from the Zoning Ordinance.*

Public hearing, discussion, and action regarding the application of the Lavon Economic Development Corporation for a variance to Section 9.03.132 (d)(4)(H) Main Street District of the Zoning Ordinance of the Code of Ordinances to permit 56% lot coverage that is 16% greater than the maximum lot coverage of 40% on Block A, Lot 6R1, Lavon Business Park (CCAD# 2718718) at 619 Main Street (Bus. 78) northwest of the intersection of Main St. and Lake Rd, Lavon, TX.

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

**Background:**

Owner(s): Lavon Economic Development Corporation (LEDC)

Applicant: LEDC

Location: 619 Main St., Lavon, TX

Property Description: Block A, Lot 6R1, Lavon Business Park (CCAD# 2718718)  
City of Lavon, Collin County, Texas

Current Zoning: Main Street - M

Request: Variance to Section 9.03.132 (d)(4)(H) Main Street District of the Zoning Ordinance of the Code of Ordinances to permit 56% lot coverage that is 16% greater than the permitted maximum lot coverage of 40%.

The 0.619-acre site is proposed for development by the LEDC as a demonstration project. The lot size, dimensions, access easements, and existing development pose unique challenges for the development of the site. The state right of way requirements for Business 78 and Lake Road adjacent on two sides to the site affect the ability to place a viable business development on the lot that does not exceed the maximum 40% lot coverage requirement in the Main Street Zoning District. To satisfy the Main Street vision of a two-story structure, the parking requirements further affect the lot coverage ratio.

**Code Excerpt:**

**Lavon Code of Ordinances – Zoning Ordinance**

**Sec. 9.03.061 General**

Lot coverage. The percent of the lot covered with structures as compared to open space. Structures include all buildings, parking lots and driveways. See definition of open space.

**Sec. 9.03.132 Main street district (M)**

(a) **Purpose.** Main street district (M) recognizes the existence of established residential uses along Main Street in Lavon; however, as Lavon grows there is recognized a need and desire to develop a traditional downtown for the city. The traditional Main Street envisions a mixture of uses that a traditional downtown includes; residential, commercial, governmental, churches. Development regulations will encourage low density design, walkability, retention of historical structures, flexibility of land use with control of site design and the form of the structure.

**(d) Area requirements; (4) Yard requirements - main structures.**

(H) Maximum lot coverage: 40%

The proposed variance and development are consistent with the purpose of the Main Street District. Typically, a variance may be granted if the Board determines that, among other things, enforcing the zoning ordinance as written would result in an “unnecessary hardship”, that is generally not of the applicant’s making, is personal in nature, is related to the property for which the variance is sought and is not a solely financial hardship. The recent adoption of H.B. 1475 adds additional objective criteria that the Board may consider in determining whether compliance with the zoning ordinance as applied to this structure would result in an unnecessary hardship. The additional criteria are specified in the attached Findings of Fact form.

The requisite public hearing notice was posted, published and ten (10) neighbor notices were mailed to the owners of properties located within 200 feet of the applicant’s property. No notices have been returned in favor of or opposition to the request.

**Staff Notes:**

Upon a review of the application, site-specific facts, and legal standards recently adopted by the state legislature, approval is recommended.

**Attachments:** Application  
Location Exhibits  
Neighbor Notices  
Findings of Fact and Order





## Variance Request Description

### 619 Main Street Mixed Use Development

The Lavon Economic Development Corporation chose to acquire the 0.619-acre site at Lake Road and Main Street to serve as a demonstration of the vision for developing a traditional Main Street. This corner lot is smaller than the 1-acre requirement. The smaller lot size is a challenge to develop under the most common of retail developments such as strip centers. Other proposed development for this lot included a used car lot or a small industrial warehouse.

Lavon has grown from a rural community to now a growing suburban community. There will be suburban retail centers at SH 205/SH 78 and at SH 78 and FM 6. The EDC sought opportunity for smaller and more local businesses to develop in a more traditional Main Street area. What is needed is to allow for the Business Route 78 or Main Street area to have sites for some local small business retail and mixed use. The vision is to continue the architectural style as is seen in the former bank building which is now an antique store. The Main Street Zoning is designed to encourage these uses. This 619 Main Street property was granted Main Street Zoning in August of 2021 by City Council.

The site planning and building design is now ready for review and consideration by the City. At this time a variance request is for a lot coverage variance from the 40% lot coverage to 56% lot coverage. See attached the site plan and architectural rendering. The lot cannot be increased in size, there is existing development on either side of this corner lot. The proposed lot coverage is at 56 percent due to the small size of the lot. To meet the 40% lot coverage requirement the development one would need to not pave any of the parking areas except the handicapped area. The driveways, dumpster area, ADA parking and sidewalk around the building would have to be in porous materials and this is not desirable for a retail area. Or the building footprint reduced to 2,000 sf and parking reduced by 30%. Reducing the building size would make the project financially unfeasible which is one reason the lot was never developed. Reducing the parking is not recommended in that users will park in other parking areas including the street.

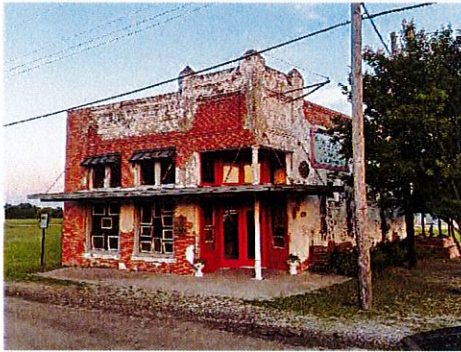
In planning of the site, care was given to moving the building close to the building line. The placement of the building allows for meeting the parking requirements. Parking is at the side and rear of the building. The traffic movement is to allow for entrance only from Lake Road and exit of the site from the shared entrance/exit on Main Street next to the CrossFit location. Plans did not include an entrance /exit on Main Street for this property. This will preserve the traffic carrying capacity of Main at its important corner with Lake Rd. Shared/common access is part of the deed dedications of the lots in this area.

The two story, brick building is enhanced with similar treatments on all four sides of the building. At the first floor there is proposed a lighted canopy like the architectural style of the historic bank building at

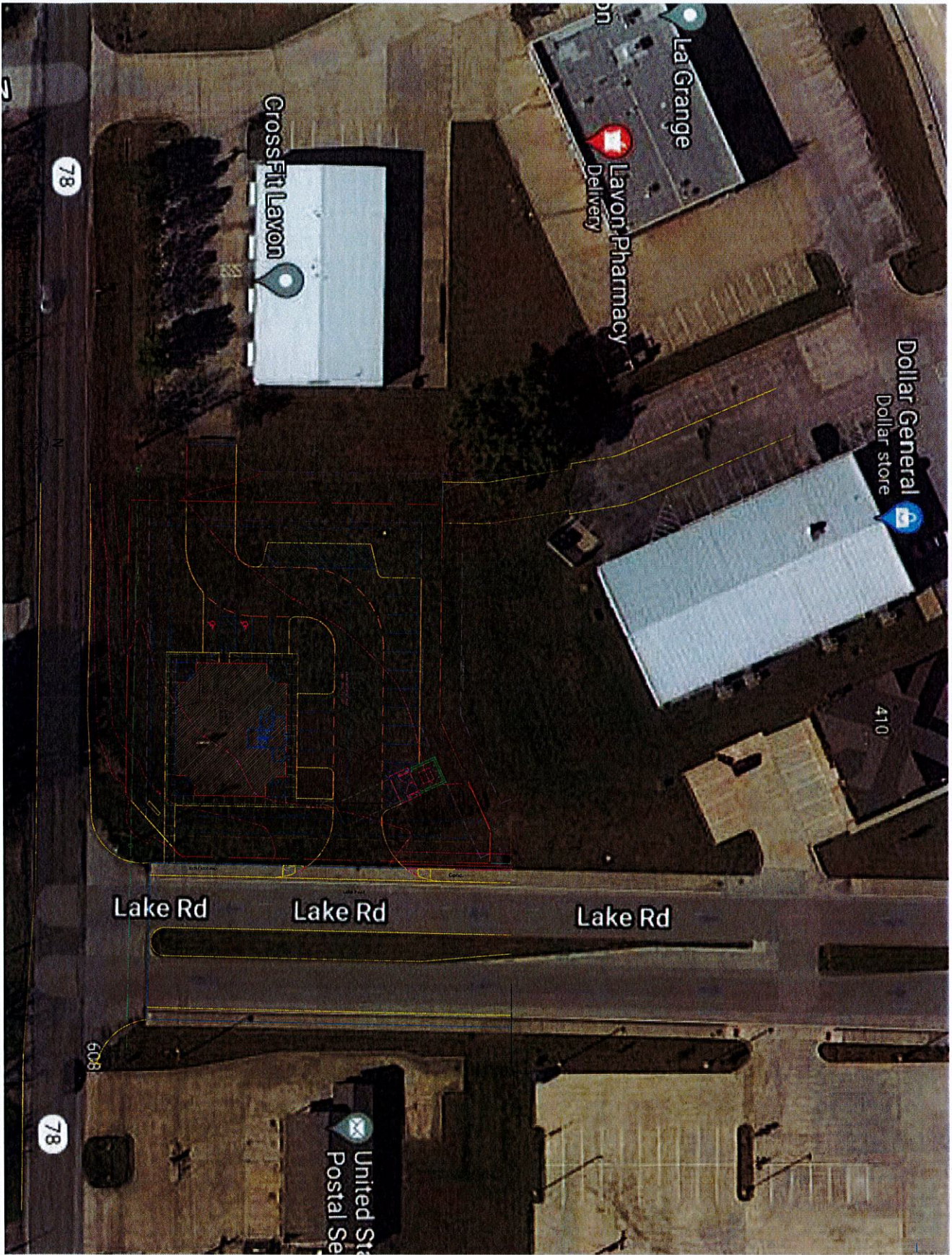
the end of Main Street. This building's architectural style is enhanced at each of the four corners of the building.

Site planning included extensive landscaping utilizing lower water using Texas native plants. There is Mexican plum trees which are early blooming trees and smaller in size. Shrubs along the building include red yucca and Texas sage. Blond ambition blue gama grass will grow to the rear of the property and only require mowing once a year. This grass is often used at Panera Bread retail stores.

The variance of lot size and lot coverage are needed to allow for a small 3,000 square foot building print to locate on this site. The 2<sup>nd</sup> story of 3,000 additional square footage will increase the available rental space and parking requirements are met. Without the variance it is likely the property could not be developed or developed in a manner to allow for a return on the investment. The lot would remain underutilized or vacant. The lot size cannot be changed. The lot coverage requirement of 40% would prohibit a building footprint of adequate size to justify development.



1 FRONT ELEVATION (SOUTH) 8/3/2021  
1/8" = 1'-0" L E D C 619 MAIN ST. LAVON



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NO.	REVISIONS	DATE
1		

**Archqas**  
Architectural & Quality Assurance Studio, L.L.C.

18080 N. DALLAS HWY., SUITE 400  
 DALLAS, TX 75248  
 P.O. BOX 3088

ARCHITECT:  
 VISHVA KUMARACHARI  
 PROJECT MANAGER  
 PRELIMINARY LAYOUT TO BE USED  
 FOR PERMITTING ONLY. NOT FOR  
 PERMITTING OR CONSTRUCTION  
 DATE: 25 JAN 2022

**LAVON**  
 EDC

OWNER:  
 LAYON ECONOMIC DEVELOPMENT  
 CORPORATION (L.E.D.C.)  
 120 S. Grand Street  
 Lavon, TX 75166

**619 MAIN STREET**  
 Lavon, TX 75166

**AERIAL SITE  
 PLAN**

DATE	28 JAN 22
PROJECT	2107
SHEET	A104A





### 619 Main St. – Location Exhibit



15

### 619 Main St. – Building Elevations



① FRONT ELEVATION (SOUTH) 8/2/2021  
1/8"=1'-0" LEDC 619 MAIN ST., AYON

16





**CITY OF LAVON, TEXAS  
NOTICE OF PUBLIC HEARINGS BEFORE THE  
BOARD OF ADJUSTMENT**

Notice is hereby given that the Board of Adjustment of the City of Lavon will hold a public hearing at a meeting that begins at 7:00 PM on Tuesday, April 5, 2022 at City Hall, 120 School Road, Lavon, Texas. At such time and place, the Board will receive comments and consider the application of Lavon Economic Development Corporation for a variance to Section 9.03.132 (d)(4)(H) Main Street District of the Zoning Ordinance of the Code of Ordinances to permit 56% lot coverage that is 16% greater than the maximum lot coverage of 40% on Block A, Lot 6R1, Lavon Business Park (CCAD# 2718718) at 619 Main Street (Bus 78) northwest of the intersection of Main St. and Lake Rd, Lavon, TX.

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

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

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

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

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

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

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

**Phone/Email Address (optional):** \_\_\_\_\_

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

Board of Adjustment - 619 Main									
Name	Street	City	State	Zip	Legal				
Bear Creek Main LP	608 Main St.	Lavon	TX	75166	ABS A0002 DRURY ANGLIN SURVEY, SHEET 3, TRACT 79, .5 ACRES				
Bear Creek Main LP	612 Main St.	Lavon	TX	75166	ABS A0002 DRURY ANGLIN SURVEY, SHEET 3, TRACT 81, .5 ACRES				
Michael Bass	616 S. Main St.	Lavon	TX	75166	ABS A0002 DRURY ANGLIN SURVEY, SHEET 3, TRACT 80, 1.0 ACRES				
Michael Bass	624 S. Main St.	Lavon	TX	75166	ABS A0002 DRURY ANGLIN SURVEY, SHEET 3, TRACT 82, .5 ACRES				
Main Street Lavon Jv	695 S. Main St.	Lavon	TX	75166	LAVON BUSINESS PARK, BLK A, LOT 3				
A&A Lavon Place, LLC	440 S. SH 78	Lavon	TX	75166	LAVON BUSINESS PARK, BLK A, LOT 4R, REPLAT				
Trotter Trust	420 S SH 78	Lavon	TX	75166	LAVON BUSINESS PARK, BLK A, LOT 5R; REPLAT				
Mclavon Properties, LLC	410 S SH 78	Lavon	TX	75166	LAVON BUSINESS PARK, BLK A, LOT 6R2; REPLAT				
Exint Inc.	100 S Lake Rd.	Lavon	TX	75166	LAVON BUSINESS PARK, BLK A, LOT 6R3; REPLAT				
Rolf W Quist & Judith Ne Laufer Ab Living Trust	609 S. Main St.	Lavon	TX	75166	ABS A0740 S M RAINER SURVEY, SHEET 2, TRACT 122, .502 ACRES				

**City of Lavon**  
**Board of Adjustment Findings of Fact**  
**for Special Exception or Variance Request**

**Applicant: Lavon Economic Development Corporation      Date: 2/28/2022**

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

Upon giving public notice and conducting a public hearing on this variance request, the Board of Adjustment adopts these specific, written findings as follows.

	Yes	No	N/A
1. There are special circumstances or conditions peculiar to the property involved.	X		
2. The strict application of the terms of the Ordinance will impose upon the applicant unusual and practical difficulties or unnecessary hardship.	X		
3. The cost of compliance with the zoning ordinance is greater than 50% of the appraised value of the structure as shown on the most recent certified appraisal roll.			X
4. Compliance would result in a loss to the lot on which the structure is located of at least 25% of the area on which development may physically occur.	X		
5. Compliance would result in the structure not in compliance with a requirement of another city ordinance, building code, or other requirement.			X
6. Compliance would result in the unreasonable encroachment on an adjacent property or easement.			X
7. The proposed structure is considered a nonconforming structure.			X
8. Literal interpretation of the Ordinance will deprive the applicant of rights commonly enjoyed by other properties in the same district under the Ordinance			X
9. The proposed variance is in harmony with the Ordinance's general purpose and intent.	X		
10. The granting of the variance will not merely serve as a convenience to the applicant.	X		
11. The granting of the variance will alleviate some demonstrable and unusual hardship or difficulty for the applicant.	X		
12. Granting the variance will not confer upon the applicant any special privilege that is denied by Ordinance to other similarly situated properties in the same district.	X		
13. The variance is in the public interest and will ensure that public substantial justice will be done.	X		
14. The surrounding property will be properly protected.	X		
15. Remaining regulations are adequate to govern the project.	X		

*Pam Mundo*

Applicant: Pam Mundo, LEDC Executive Director

Address: LEDC 120 School Road, P.O. Box 340

Lavon, TX 75166

**Determination:**

With \_\_\_\_\_ members present, and upon a vote of:

\_\_\_\_\_ for

\_\_\_\_\_ against

\_\_\_\_\_ abstaining,

The variance is hereby: \_\_\_\_\_ granted \_\_\_\_\_ denied

\_\_\_\_\_  
Presiding Officer of BoA

\_\_\_\_\_  
Date



# CITY OF LAVON

## Agenda Brief

MEETING: April 5, 2022

ITEM: 7 - B

Item:

### BOARD OF ADJUSTMENT

*In accordance with the Texas Local Government Code, Section 211.008 (g) and Section 9.03.231 of the Lavon Code of Ordinances, the City Council will act as the Board of Adjustment to consider and act on a request for a variance from the Zoning Ordinance.*

Public hearing, discussion, and action regarding the application of Pacesetter Homes for variances to Ordinance No. **2017-09-01**, as amended, that established the Lavon Farms Planned Development, Section 7 (B) (2) to permit a lot size of 5,423 SF that is 77 SF less than the minimum lot size of 5,500 SF and to Section 7 (B) Table 1: Lot Dimensional Requirements to permit a Lot Width of 49.3' that is 0.7' or 8.4 inches less than the Minimum Lot Width of 50' and to permit a 4.4' Side Yard Setback that is 0.6' or 7.2 inches less than the Minimum Side Yard Setback of 5' on Block A, Lot 26R, Lavon Farms 78, (CCAD# 2821284) at 337 Forage, west of the intersection of Forage Dr. and CR 483, Lavon, TX.

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

### Background:

Owner(s): Pacesetter Homes

Applicant: Pacesetter Homes

Location: 337 Forage Dr., Lavon, TX

Property Description: Block A, Lot 26R, Lavon Farms 78, (CCAD# 2821284)  
City of Lavon, Collin County, Texas

Current Zoning: Planned Development - PD

Request: Variances to Ordinance No. **2017-09-01**, as amended, that established the Lavon Farms Planned Development (PD):

- 1) Section 7 (B) (2) to permit a lot size of 5,423 square feet (SF) that is 77 SF less than the minimum average lot size of 5,500 SF; and
- 2) Section 7 (B) Table 1: Lot Dimensional Requirements to permit a Lot Width of 49.3' that is 0.7' or 8.4 inches less than the Minimum Lot Width of 50'; and

3) Section 7 (B) Table 1: Lot Dimensional Requirements to permit a Side Yard Setback of 4.4' that is 0.6' or 7.2 inches less than the Minimum Side Yard Setback of 5'.

The appeal for variances to 1) minimum lot size, 2) minimum lot width and 3) minimum side yard setback is proposed to resolve an issue related to the implementation of the previously approved 2020 replat of Lots 22R-30R. Unbeknownst to the current homebuilders, the property pins (corners) were not relocated from the original lot locations to the replatted lot locations. Four of the nine lots are fully developed and occupied and the remaining five of the lots have homes in construction and nearing completion. As final construction of the homes on Lots 22R-26R progressed, the replatting issue became apparent. To remedy the issue, Pacesetter Homes, the owner of Lots 22R-26R, proposed a replat of the lots to return the lot lines to the original locations. The proposed replat brings all lots except Lot 26R into conformance with the PD zoning requirements. The Planning and Zoning Commission considered the proposed replat on March 22, 2022 and voted unanimously to recommend approval of the replat *subject to the Board of Adjustment approval of the proposed variances for Lot 26R.*

**Code Excerpt:**

**Lavon Code of Ordinances – Zoning Ordinance  
Ordinance No. 2017-09-01, as amended**

**Section 7 (B) Lot Composition and Layout**

2. The average lot size for the development is not less than 5,500 SF

**Section 7 (B) Table 1: Lot Dimensional Requirements**

Minimum Lot Width	50'
Minimum Side Yard Setback	5'

If granted, the proposed lot area will result in a lot size of 5,423 SF that is 77 SF less than permitted. The proposed lot area 1.4% less lot area than required.

If granted, the proposed lot width variance will result in Lot 26R being 8.4 inches less in width than the required average minimum width of 50 feet.

If granted, the proposed side yard setback variance will result in an east side yard setback that is 7.2 inches less than the required minimum setback of 5 feet. In the PD, the minimum 5' side yard setback results in at minimum 10' in between structures. If the variance is granted, the spacing between structures would be 10 feet, 11.4 inches (10.95') in between the structure at 337 Forage and 329 Forage and 9 feet 6.6 inches (9.55') in between the structures at 337 Forage and 345 Forage.

Typically, a variance may be granted if the Board determines that, among other things, enforcing the zoning ordinance as written would result in an “unnecessary hardship”, that is generally not of the applicant’s making, is personal in nature, is related to the property for which the variance is sought and is not a solely financial hardship. The recent adoption of H.B. 1475 adds additional objective criteria that the Board may consider in determining whether compliance with the zoning ordinance as applied to this structure would result in an unnecessary hardship. The additional criteria are specified in the attached Findings of Fact form.

The requisite public hearing notice was posted, published and fourteen (14) neighbor notices were mailed to the owners of properties located within 200 feet of the applicant’s property. Five (5) notices have been returned in favor of and two (2) notices have been returned in opposition to the request.

***Staff Notes:***

Upon a review of the application, the site-specific facts, and legal standards recently adopted by the state legislature, approval is recommended.

**Attachments:**           Application  
                                  Location Exhibits  
                                  Neighbor Notices  
                                  Findings of Fact and Order



**CITY OF LAVON**  
 P.O. Box 340 120 School Rd.  
 Lavon, TX 75166  
 Office (972) 843-4220

## Application for an Appeal, Variance, or Adjustment

**Items to be included with Variance Application:**

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

PRESSETTER HOMES 3/8/22  
 Owner Name Date  
650 TPC DR., Ste. 350  
2 GREENSIDE AT CRAIG RANCH  
MCKINNEY, TX 75070 469-712-7403  
 Street Address City, State, Zip Phone Number

ERIC ZIMMERMANN 469-712-7403  
 Representative or Agent Phone Number  
337 FORAGE  
 Location of Property Type of Variance  
 ① LOT SIZE  
 ② LOT WIDTH  
 ③ SIDE YARD SETBACK

Office Use Only

Date Received	Fee	Receipt/Check #
Date Paid	Next P&Z Meeting	Next CC Meeting

RECEIVED  
 MAR 08 2022  
 CITY OF LAVON



3/08/22

RE: Lavon Farms Replat and BOA Request at 337 Forage

To Whom it May Concern,

There was a replat done in Lavon Farms for the lots on the North side of Forage Dr (Lots 23-30, Block A) in May of 2020. This replat was never received by the Roome Land Surveying and the site pins were not moved in the development. Roome Land Surveying used the original plat for setting house corners and producing Form Surveys for the homes being built on these lots. This issue was not found until the Title Company ordered a Final Survey for 329 Forage Dr. This revealed the issue that the homes being built at 305, 313, 321, 329, and 337 Forage were all being constructed from the original plat and therefore too close to the Eastern property lines. We are proposing a replat of Lots 22R, 23R, 24R, 25R, and 26R to correct this issue. This also created the need for this appeal to the Board of Adjustment for Lot 26R.

The Variances requested for Lot 26R are:

- 1) Lot Size Variance of 5,423 SF from 5,500 SF
- 2) Lot Width Variance of 49.30' from 50.0'
- 3) Side Yard Variance of 4.4' from 5.0'

Respectfully,

Eric Zimmermann  
Division Operation Manager  
6950 TPC Dr., Ste. 350  
McKinney, TX 75070  
469-712-7403

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MAR 08 2022  
CITY OF LAVON

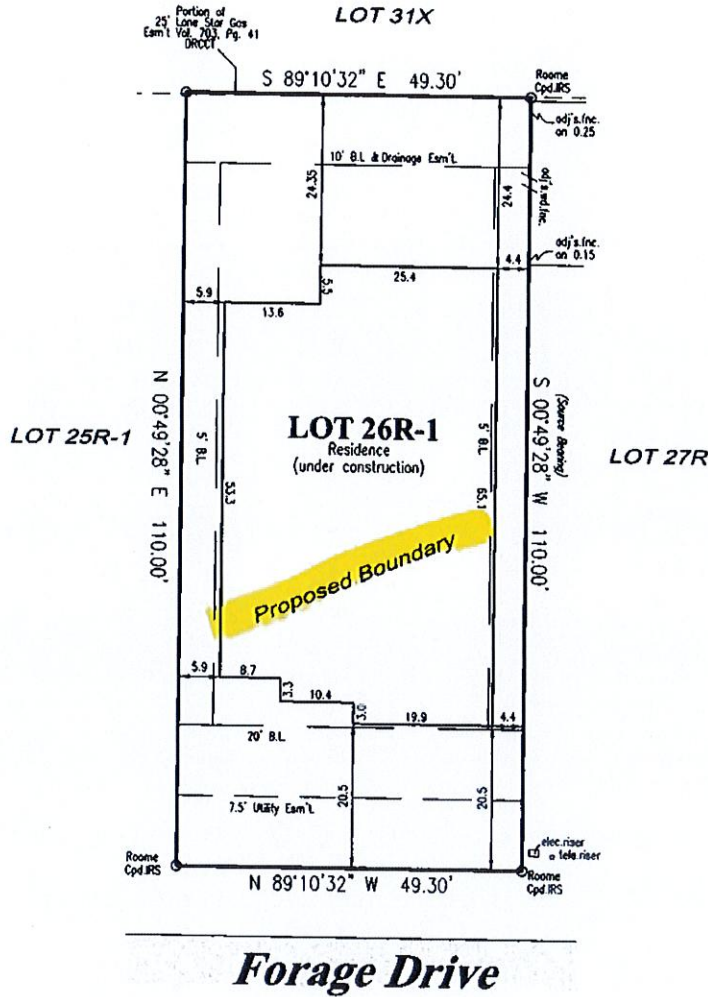
**PROPERTY DESCRIPTION**

Address: 337 Forage Drive, Being Lot 26R-1, in Block A, of Lavon Farms, an Addition to the City of Lavon, Collin County, Texas.



**Roome  
Land Surveying**

2000 Avenue G, Suite 810  
Plano, Texas 75074  
Phone (972) 423-4372 / Fax (972) 423-7523  
www.roomesurveying.com / Firm No. 10013100

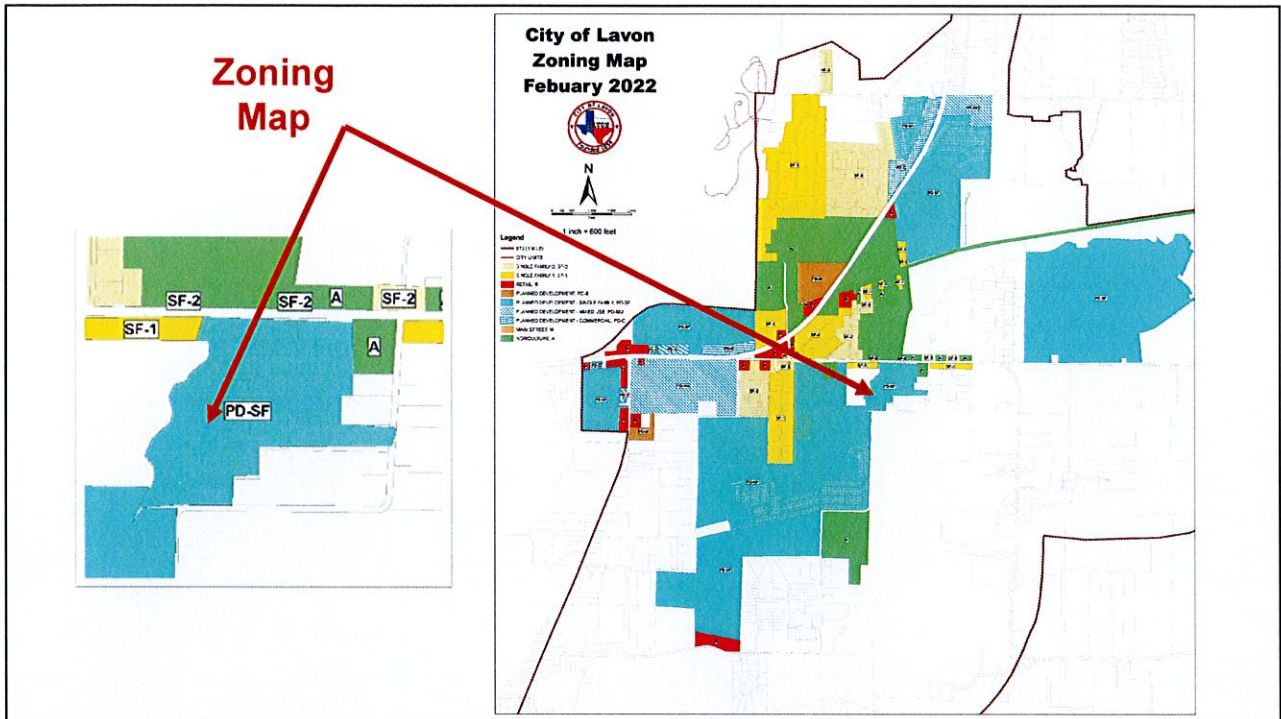


SCALE: 1" = 20'

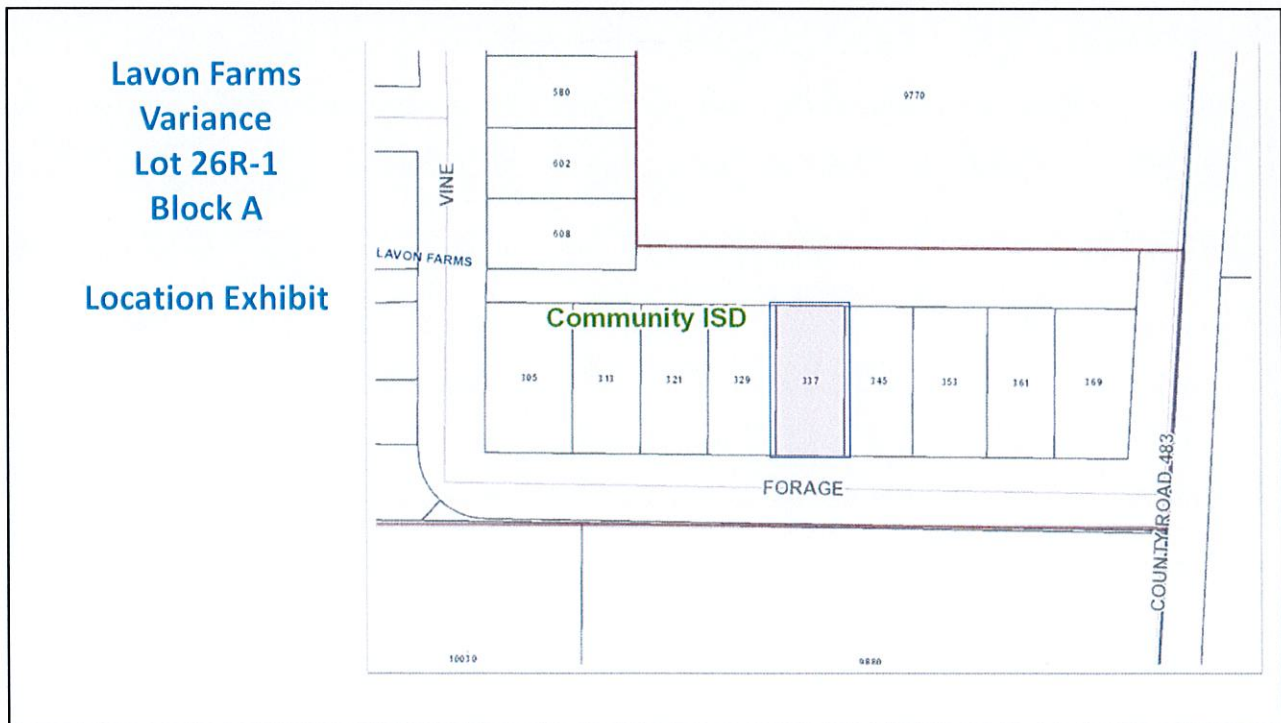
LEGEND  
RF - Iron Rod Found | RS - Iron Rod Set | CD - Copied | OH - Overhead Line | PP - Power Pole | LP - Light Pole | FH - Fire Hydrant | WW - Water Valve | WA - Water Meter | CW - Gas Meter | BL - Building Line | BR - Boundary | adj's - Adjacent's | TOF - Top of Form | Min F - Minimum Finished Floor | FP - Finished Foot | W - Wall | M - Mobile

*House footprint based on proposed replat of Lots 22R-26R, Block A*

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MAR 08 2022  
CITY OF LAVON



12

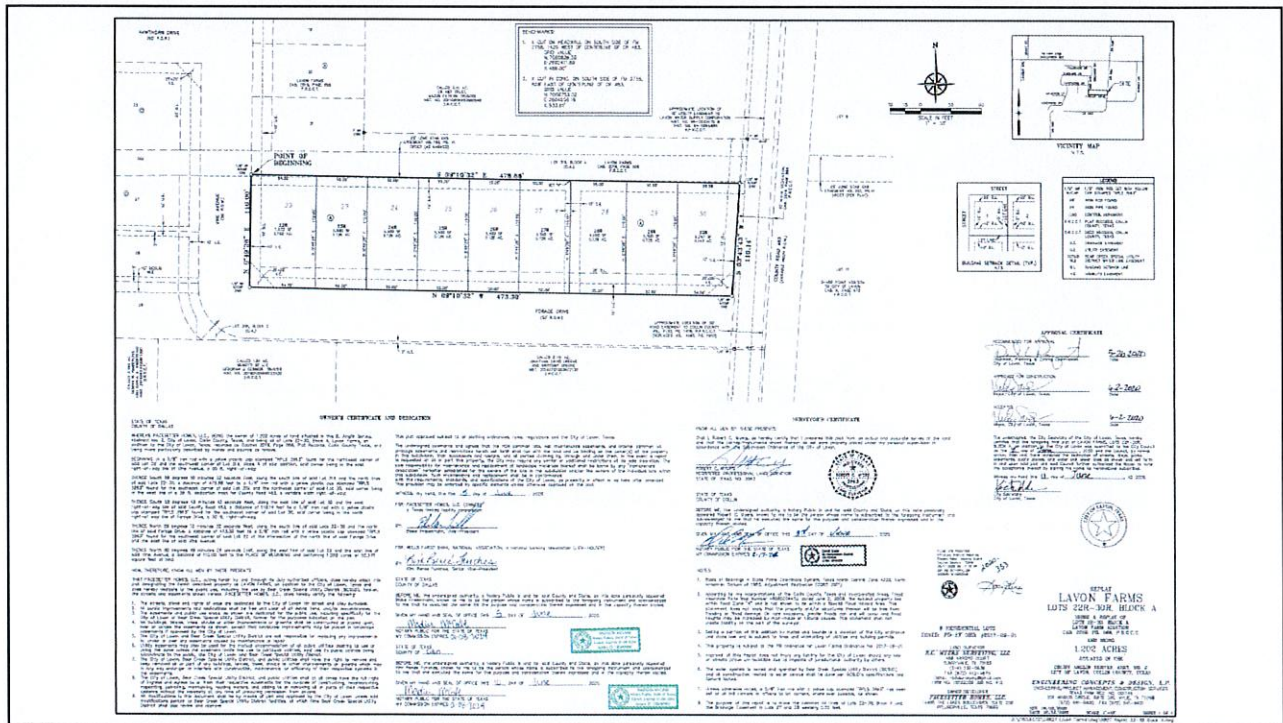


13

### Location Exhibit - Forage Drive



14



15





**CITY OF LAVON, TEXAS  
NOTICE OF PUBLIC HEARINGS BEFORE THE  
BOARD OF ADJUSTMENT**

Notice is hereby given that the Board of Adjustment of the City of Lavon will hold a public hearing at a meeting that begins at 7:00 PM on Tuesday, April 5, 2022 at City Hall, 120 School Road, Lavon, Texas. At such time and place, the Board will receive comments and consider the application of Pacesetter Homes for variances to Ordinance No. 2017-09-01, as amended, that established the Lavon Farms Planned Development, Section 7(B)(2) to permit a lot size of 5,423 SF that is 77 SF less than the minimum lot size of 5,500 SF and to Section 7 (B) Table 1: Lot Dimensional Requirements to permit a Lot Width of 49.3' that is 0.7' less than the Minimum Lot Width of 50' and to permit a 4.4' Side Yard Setback that is 0.6' less than the Minimum Side Yard Setback of 5' on Block A, Lot 26R, Lavon Farms 78, (CCAD# 2821284) at 329 Forage, west of the intersection of Forage and CR 483, Lavon, TX.

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

---

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

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

Reasons: (attach separate sheet(s) as needed)  
It will decrease my property value and they should be held  
to the original standards.

Signature: SMSargent  
Name (printed): **Susan M Sargent**  
Address: **353 Forage Lavon TX 75166-1282**  
Phone/Email Address (optional): \_\_\_\_\_

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

LAVON FARMS, BLK A, LOT 28R; (REPLAT)  
353 Forage Dr. Lavon

**RECEIVED**  
**MAR 22 2022**  
**CITY OF LAVON**

RECEIVED  
MAR 29 2022  
CITY OF LAVON



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

*Pacesetter should adhere to the guidelines set if the other builders did, so should they.*

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

Name (printed): Angela & Charles Willeford

Address: 345 Forage Lavon TX 75166-1282

Phone/Email Address (optional): \_\_\_\_\_

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

LAVON FARMS, BLK A, LOT 27R; (REPLAT  
345 Forage Dr. Lavon



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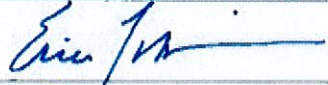
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**Check one:**     I am in favor of the request.     I am opposed to the request.

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

THIS IS THE BEST SOLUTION FOR OUR LOT TOO.

Signature: 

Name (printed): ERIC ZIMMERMANN

Address: 337 FORAGE

Phone/Email Address (optional): 469.712.7403

*You may return this form to:*

City of Lavon  
P.O. Box 340  
Lavon, Texas 75166  
or email [CityHall@cityoflavon.org](mailto:CityHall@cityoflavon.org)

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MAR 30 2022  
CITY OF LAVON



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

THIS IS THE BEST SOLUTION FOR OUR  
LOT TOO.

Signature: 

Name (printed): ERIC ZIMMERMANN

Address: 329 FORAGE

Phone/Email Address (optional): 469.712.7403

*You may return this form to:*

City of Lavon  
P.O. Box 340  
Lavon, Texas 75166  
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Check one:  I am in favor of the request.       I am opposed to the request.

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

THIS IS THE BEST SOLUTION FOR OUR LOT TOO.

Signature: [Signature]  
Name (printed): ERIC ZIMMERMANN  
Address: 321 FORAGE  
Phone/Email Address (optional): 469-712-7403

*You may return this form to:*

City of Lavon  
P.O. Box 340  
Lavon, Texas 75166  
or email [CityHall@cityoflavon.org](mailto:CityHall@cityoflavon.org)

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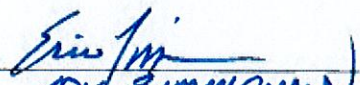
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Check one:  I am in favor of the request.       I am opposed to the request.

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

THIS IS THE BEST SOLUTION FOR OUR LOT TOO.

Signature:   
Name (printed): ERIC ZIMMERMANN  
Address: 313 FORAGE DR.  
Phone/Email Address (optional): 469-712-7403

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

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BOARD OF ADJUSTMENT**

Notice is hereby given that the Board of Adjustment of the City of Lavon will hold a public hearing at a meeting that begins at 7:00 PM on Tuesday, April 5, 2022 at City Hall, 120 School Road, Lavon, Texas. At such time and place, the Board will receive comments and consider the application of Pacesetter Homes for variances to Ordinance No. 2017-09-01, as amended, that established the Lavon Farms Planned Development, Section 7(B)(2) to permit a lot size of 5,423 SF that is 77 SF less than the minimum lot size of 5,500 SF and to Section 7 (B) Table 1: Lot Dimensional Requirements to permit a Lot Width of 49.3' that is 0.7' less than the Minimum Lot Width of 50' and to permit a 4.4' Side Yard Setback that is 0.6' less than the Minimum Side Yard Setback of 5' on Block A, Lot 26R, Lavon Farms 78, (CCAD# 2821284) at 337 Forage, west of the intersection of Forage and CR 483, Lavon, TX.

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

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

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

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

THIS IS THE BEST SOLUTION FOR OUR LOT. TOO.

Signature: *Eric Zimmermann*

Name (printed): ERIC ZIMMERMANN

Address: 305 FORAGE DR.

Phone/Email Address (optional): 469.712.7403

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

RECEIVED  
MAR 30 2022  
CITY OF LAVON

Board of Adjustment - 337 Forage Dr.													
Name	Street	City	State	Zip	Legal								
Angela Lyubarsky	602 Vine	Lavon	TX	75166	LAVON FARMS, BLK A, LOT 20								
Brynn & Justin Garrett	608 Vine	Lavon	TX	75166	LAVON FARMS, BLK A, LOT 21								
Itidal & Fahed Fatayari	9770 CR 483	Lavon	TX	75166	ABS A0002 DRURY ANGLIN SURVEY, SHEET 3, TRACT 141, 2.111 ACRES								
Gokul Krishnan	369 Forage Dr.	Lavon	TX	75166	LAVON FARMS, BLK A, LOT 30R; (REPLAT)								
Rhonda Peterson	361 Forage Dr.	Lavon	TX	75166	LAVON FARMS, BLK A, LOT 29R; (REPLAT)								
Susan M Sargent	353 Forage Dr.	Lavon	TX	75166	LAVON FARMS, BLK A, LOT 28R; (REPLAT)								
Angela & Charles Willeford	345 Forage Dr.	Lavon	TX	75166	LAVON FARMS, BLK A, LOT 27R; (REPLAT)								
Pacesetter Homes, LLC	337 Forage Dr.	Lavon	TX	75166	LAVON FARMS, BLK A, LOT 26R; (REPLAT)								
Pacesetter Homes, LLC	329 Forage	Lavon	TX	75166	LAVON FARMS (CLA), BLK A, LOT 25R; (REPLAT)								
Pacesetter Homes, LLC	321 Forage	Lavon	TX	75166	LAVON FARMS (CLA), BLK A, LOT 24R; (REPLAT)								
Pacesetter Homes, LLC	313 Forage	Lavon	TX	75166	LAVON FARMS (CLA), BLK A, LOT 23R; (REPLAT)								
Pacesetter Homes, LLC	305 Forage	Lavon	TX	75166	LAVON FARMS (CLA), BLK A, LOT 22R; (REPLAT)								
Jonathan Greene	9880 CR 483	Lavon	TX	75166	ABS A0002 DRURY ANGLIN SURVEY, SHEET 3, TRACT 118, 2.11 ACRES								
Lavon Luxury Rv Village, LLC	10030 CR 483	Lavon	TX	75166	ABS A0002 DRURY ANGLIN SURVEY, SHEET 3, TRACT 115, 1.81 ACRES								

**City of Lavon**  
**Board of Adjustment Findings of Fact**  
**for Special Exception or Variance Request**

**Applicant:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

Upon giving public notice and conducting a public hearing on this variance request, the Board of Adjustment adopts these specific, written findings as follows.

	Yes	No	N/A
1. There are special circumstances or conditions peculiar to the property involved.			
2. The strict application of the terms of the Ordinance will impose upon the applicant unusual and practical difficulties or unnecessary hardship.			
3. The cost of compliance with the zoning ordinance is greater than 50% of the appraised value of the structure as shown on the most recent certified appraisal roll.			
4. Compliance would result in a loss to the lot on which the structure is located of at least 25% of the area on which development may physically occur.			
5. Compliance would result in the structure not in compliance with a requirement of another city ordinance, building code, or other requirement.			
6. Compliance would result in the unreasonable encroachment on an adjacent property or easement.			
7. The proposed structure is considered a nonconforming structure.			
8. Literal interpretation of the Ordinance will deprive the applicant of rights commonly enjoyed by other properties in the same district under the Ordinance			
9. The proposed variance is in harmony with the Ordinance's general purpose and intent.			
10. The granting of the variance will not merely serve as a convenience to the applicant.			
11. The granting of the variance will alleviate some demonstrable and unusual hardship or difficulty for the applicant.			
12. Granting the variance will not confer upon the applicant any special privilege that is denied by Ordinance to other similarly situated properties in the same district.			
13. The variance is in the public interest and will ensure that public substantial justice will be done.			
14. The surrounding property will be properly protected.			
15. Remaining regulations are adequate to govern the project.			

Applicant: \_\_\_\_\_

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

**Determination:**

With \_\_\_\_\_ members present, and upon a vote of:

\_\_\_\_\_ for

\_\_\_\_\_ against

\_\_\_\_\_ abstaining,

The variance is hereby:      \_\_\_\_\_ granted      \_\_\_\_\_ denied

\_\_\_\_\_  
Presiding Officer of BoA

\_\_\_\_\_  
Date





## CITY OF LAVON Agenda Brief

MEETING: April 5, 2022

ITEM: 8 - A

**Item:**

Public hearing, discussion, and action regarding an application for an exemption of the City of Lavon Code of Ordinances, Chapter 9 “Planning And Development Regulations”, Article 9.02 “Subdivision Ordinance”, Section 9.02.003 “Purposes, Authority and Jurisdiction” to allow development pursuant to Local Government Code 232.0015(e) on 10.26 acres of land at 11395 County Road 535, situated in the Drury Anglin Survey, A-2, Survey Sheet 2, Tract 114 on CR 535 west of the intersection of CR 535 and FM 2755 in the extraterritorial jurisdiction, Collin County, TX. (CCAD Property ID 2838738).

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

**Background:**

An Application for Appeal was submitted by a group of family related owners for an exemption to the Subdivision Code requirements relating to platting in the extraterritorial jurisdiction (ETJ). The applicants seek a waiver of the platting requirement to subdivide a 10.26-acre tract of land into four tracts by metes and bounds rather than by plat. The property is located off CR 535 at the edge of Lavon’s ETJ. While it appears a small portion of the tract may be in the City of Fate’s ETJ, the majority of the tract is in the City of Lavon’s ETJ.

A 2002 City-County Plat Approval Agreement between Collin County and the City of Lavon grants the City exclusive jurisdiction to regulate all subdivision plats in the ETJ in accordance with Chapter 212 of the Local Government Code (LGC) and the City’s Subdivision Regulations. Chapter 212 and the City’s Subdivision Regulations provide that when a property is being subdivided into two or more lots, approval of a plat is required.

LGC Chapter 212 governs the “Municipal Regulation of Subdivisions and Property Development” and is applicable in the City of Lavon ETJ. LGC Chapter 232 governs the “County Regulation of Subdivisions” and is applicable in unincorporated areas of a county that are not otherwise subject to a city-county interlocal agreement. Chapter 212 and Chapter 232 both provide exceptions to plat requirement. A provision found in Chapter 232 but not in Chapter 212 provides an exception for platting 4 or less tracts when all tracts will be owned by family members.

**Code Excerpt:**

**TEXAS LOCAL GOVERNMENT CODE**

**Sec. 232.0015. EXCEPTIONS TO PLAT REQUIREMENT.**

(e) A county may not require the owner of a tract of land located outside the limits of a municipality who divides the tract into four or fewer parts and does not lay out a part of the tract described by Section 232.001(a)(3) to have a plat of the subdivision prepared if each of the lots is to be sold, given, or

otherwise transferred to an individual who is related to the owner within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code. If any lot is sold, given, or otherwise transferred to an individual who is not related to the owner within the third degree by consanguinity or affinity, the platting requirements of this subchapter apply.

The applicant proposes subdividing the property into four lots, each being 2 or more acres in area and all with road frontage. Regardless of the waiver, Collin County is responsible for the permitting of buildings and on-site sanitary sewer facilities.

The applicants state that the familial relationships meet the consanguinity/affinity requirements of the LGC and it should be noted that if any of the lots change ownership to someone not meeting the familial relationship requirements, a plat will be required.

**Financial Implication:**

In the ETJ, there are no municipal service requirements and no specific financial implication.

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

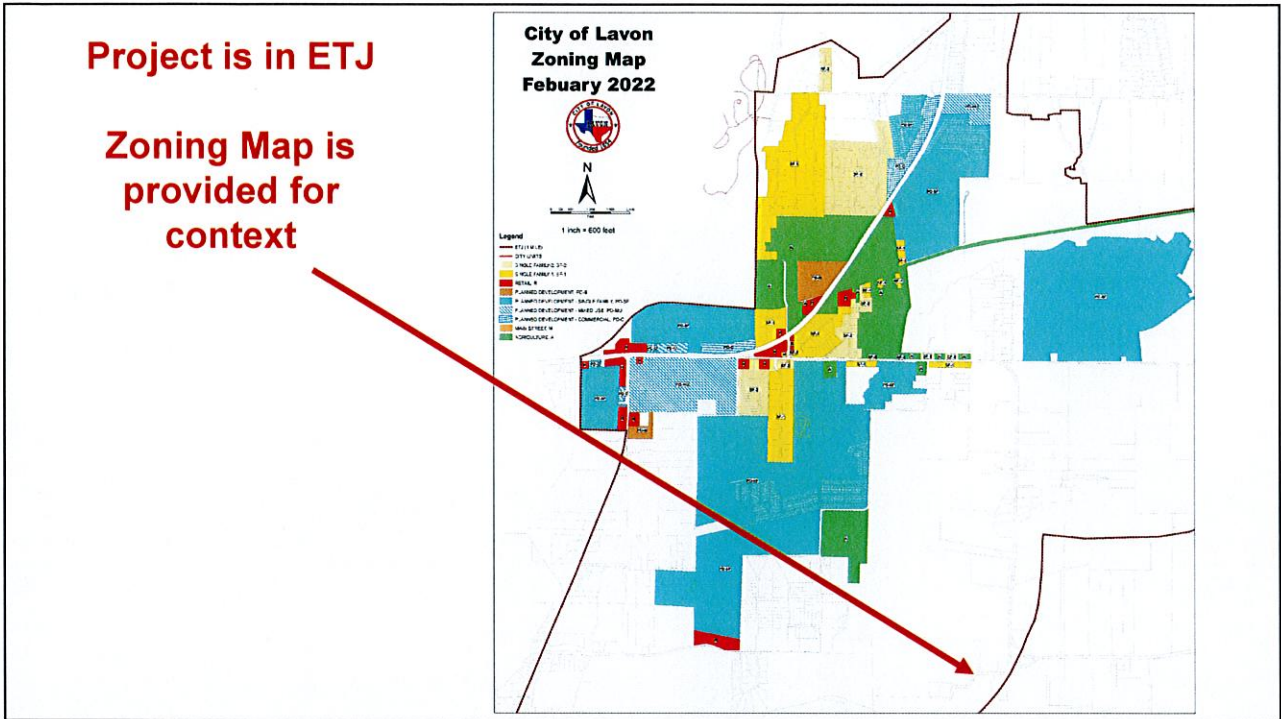
**MOTION: RECOMMEND APPROVAL OF A WAIVER OF THE CITY OF LAVON CODE OF ORDINANCES, CHAPTER 9 “PLANNING AND DEVELOPMENT REGULATIONS”, ARTICLE 9.02 “SUBDIVISION ORDINANCE”, SECTION 9.02.003 “PURPOSES, AUTHORITY AND JURISDICTION” TO PERMIT DEVELOPMENT PURSUANT TO LOCAL GOVERNMENT CODE 232.0015(E) EXCEPTIONS TO PLAT REQUIREMENT ON 10.26 ACRES OF LAND AT 11395 COUNTY ROAD 535, SITUATED IN THE DRURY ANGLIN SURVEY, A-2, SURVEY SHEET 2, TRACT 114 ON CR 535 WEST OF THE INTERSECTION OF CR 535 AND FM 2755 IN THE EXTRATERRITORIAL JURISDICTION, COLLIN COUNTY, TX.**

MOTION MADE: TIEGS  
SECONDED: SMITH  
APPROVED: UNANIMOUS (Absent: Bedell, Nabors)

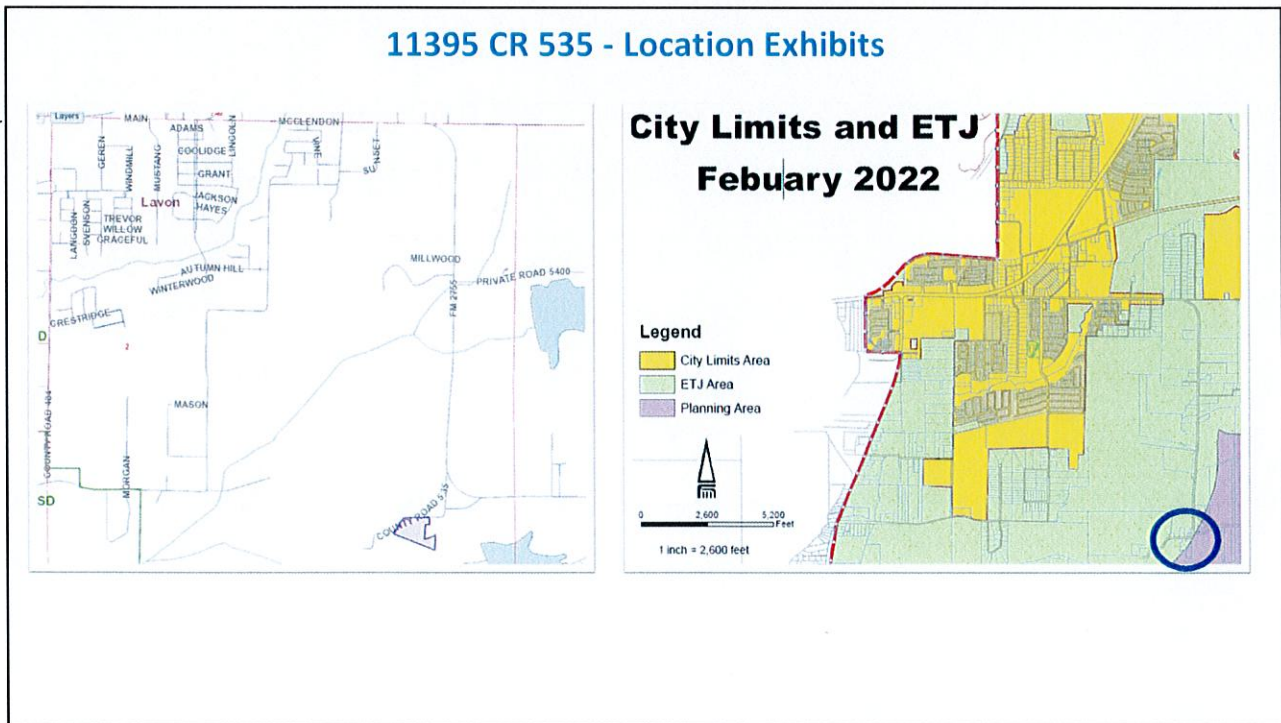
***Staff Notes:***

Given the unique circumstances of the applicant and the location of the parcel at the outer reach of the ETJ on an improved County Road, approval is recommended.

**Attachments:** 1) Location Exhibits  
2) Application for Appeal



6

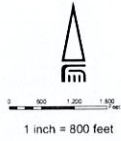


7

# City of Lavon

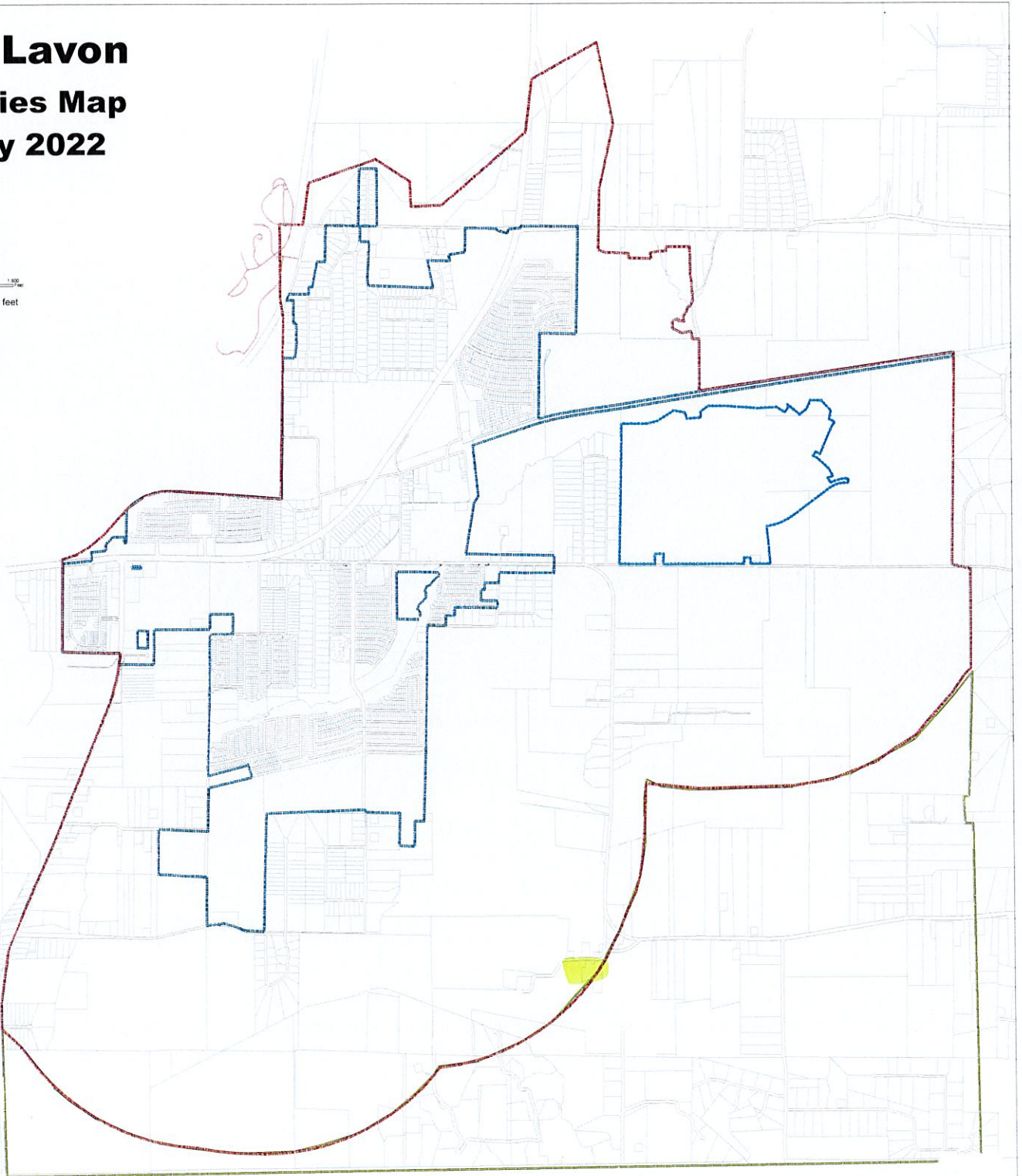
## Boundaries Map

### February 2022



**Legend**

- ETJ (1 MILE)
- CITY LIMITS
- PLANNING AREA





**CITY OF LAVON**  
 P.O. Box 340 120 School Rd.  
 Lavon, TX 75166  
 Office (972) 843-4220

## Application for an Appeal, Variance, or Adjustment

### Items to be included with Variance Application:

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

Family Owners: Steven, Heather, Kaleb & Morgan  
 Moore, Darryl & Judith Moore, Bruce & Lorraine  
 Marshall, Christopher & Amanda Gilstrap, Ryan & Taylor Sidall

3/14/2022

Owner Name

Date

11395 Co Rd 535

Lavon, TX 75166

972-369-4342

Street Address

City, State, Zip

Phone Number

Heather Moore

972-369-4342

Representative or Agent

Phone Number

Collin County, Lavon ETJ

Waiver/Exemption to subdividing platting requirements

Location of Property

Type of Variance

### Office Use Only

Date Received

Fee

Receipt/Check #

Date Paid

Next P&Z Meeting

Next CC Meeting

**RECEIVED**  
**MAR 14 2022**  
**CITY OF LAVON**

## Request for waiver of city subdividing restrictions.

Appealing to the special circumstances and reference to County standard code 232.0013 (e) for an exemption/waiver. Asking if city would give us grace in this and grant the same exemption that County has.

We have unexpectedly been presented with a great opportunity for our family.

Brief background:

My husband and I have been looking for an existing home on a larger lot that had room for a building. Right after we started looking covid happened. My husband's Steven's parents decided they were going to move here from California. We decided it would be better to combine, as they were getting older and prices were already starting to go up quickly. So, we changed our search to look for property where we could have them with us as they got older and build their own home on the back of our property. After over a year of looking we finally got a contract and bought 6 acre house in Rockwall. The house had been in county, but had been annexed and it caused problems when we started the plans to build. (after purchasing Rockwall said existing zoning was incorrect and would need to be changed to do anything, changing what was allowed and they would not allow a 2<sup>nd</sup> house or a barn even though was 6 acres) long story short, we decided we could not stay there and do what our plan were. We had to sell it just after a few months of buying.

There has been very little for sale and if there is, it is hard to win the contract. After looking for months again and no houses every month we decide we would need to just build and switched to look at land for us and my husband's parents.

I stumbled on this opportunity. I happened to talk to my friend who owns this property and he was building for himself, but was going to sell a small piece of it (4 acres). He already had started building a barndominium on center of land and had a pad ready to start building for himself. But then things changed for him overnight. He had been approached by several to buy the property, so he said he decided he did not want to sell the 4, but all of it. He gave us 1<sup>st</sup> option to buy. However, we were not prepared for that. We did not have the money alone, but we have a very close family and we have joked for years about building a family community

## Request for waiver of city subdividing restrictions.

where all the grandparents and great-grandparents could be around to enjoy our grandchildren as they grow. This was that opportunity, but we had not set up for it and with everyone's current homes and financial responsibilities different what seemed easy, quickly became complicated to try to buy.

Everyone can buy their piece, but that is with their own financing we didn't have all cash. If building also we need to keep our homes until a new build is complete as things take a long time in current construction. So, each family had a portion of cash, but needed financing remainder of lot, for building and improving the land. This cannot be done as a group or if there is a mortgage on the 1 large parcel. We must divide to get loans to financially make this happen and let each family get their own loan. If we did not purchase the seller had rich investors trying to buy it and we would be out. We have 20% cash down on whole 10.25 acre piece and barndominium that is partially built. The owner is carrying for a this for a few months maximum. Just giving us a little time to divide and get individual financing.

We are all family and do not plan to sell. We are all already the owners that are on the deed and just are dividing out our own piece. The county has said we are exempt from subdividing platting requirements with our situation based on Section 232.0013 (e) A county may not require the owner of a tract of land located outside the limits of a municipality who divides the tract into four or fewer parts and does not lay out a part of the tract described by Section 232.001(a)(3) to have a plat of the subdivision prepared if each of the lots is to be sold, given, or otherwise transferred to an individual who is related to the owner within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code. If any lot is sold, given, or otherwise transferred to an individual who is not related to the owner within the third degree by consanguinity or affinity, the platting requirements of this subchapter apply. We are only keeping lots in family and not selling (as well as we are all the owners on deed and just dividing amongst ourselves) Relating to me as point, We have my husband and I (Steven and Heather Moore), Our Son and Daughter in Law (Kaleb & Morgan Moore) Morgan's Parents (Gilstraps), and Morgan's Sister & Brother in Law (Siddals), My Parents (Marshalls) and my husbands Parents (Daryll & Judith Moore). This is a great

## Request for waiver of city subdividing restrictions.

opportunity for all of us to be there for each other and see our next generations grow as well as be there to care for our parents as they are get older.

We are keeping in required size and all lots will have existing road access with just driveways, no roads are needed. The original owner will only carry our loan a short period. Platting requirements and timeline may force us to have to get another enormous loan grouped together as no single family qualifies as we have to relieve the seller financing within a couple months. We are trying to avoid the domino effect of finance costs that will eat our cash at each loan and do not want to get trapped in mortgage on the whole 10.25 acre parcel where we cannot build on land as we can't get construction loan if lot has a mortgage.

We understand that the city is not bound by County statutes and laws. However, we know there are times when a situation is special and the city can grant a waiver. Without the waiver we will have a cascading of costs and finance problems as our time is limited to get this separate and pay the previous owners balloon payment. With costs on every aspect of this project, Construction, Materials, Labor etc. at an absolute all time high, we are appealing for some mercy on this. There is no plan for anyone to sell and all of us are currently on the deed and would all be related by the 3<sup>rd</sup> degree.

Our group contains many in fields that will help our build and make this a benefit to community. I am an Interior designer/remodeler, we have a real estate agent, a retired general contractor, and an Engineer among others. We plan on creating a nice family area with fine homes. This area had been neglected and we are cleaning up the land and will be maintaining the property well. Our activities will only be a positive to this community and to our family as well. We thank you for listening to our appeal and hope you will grant us this waiver for everyone involved.

Sincerely,

Heather Moore

(Family Representative)

**EASEMENTS THAT DO NOT AFFECT SUBJECT PROPERTY**  
(Title Commitment Schedule B)

10.c Easement dated May 8, 1996, from L.L. Emerson and wife Willie D. Emerson to Texas Power & Light Company recorded in Volume 515, Page 560, as affected by instrument recorded in Volume 638, Page 464, Deed Records, Collin County, Texas.  
10.d Easement dated September 7, 1956, from L.L. Emerson and wife, Willie to Collin County Soil Conservation District recorded in Volume 538, Page 143, Deed Records, Collin County, Texas.

10.e Easement dated March 16, 1980, from L.L. Emerson to Collin Soil Conservation District recorded in Volume 565, Page 494, as affected by instruments recorded in Volume 571, Page 506 and Volume 576, Page 257, Deed Records, Collin County, Texas.

10.f Easement, dated May 23, 1964, from L.L. Emerson and Mrs. Willie Emerson to Texas Power & Light Company recorded in Volume 636, Page 477, Deed Records, Collin County, Texas.

10.g Easement to Lone Star Gas Company, recorded in Volume 660, Page 389, Deed Records, Collin County, Texas.

10.h Easement to Lone Star Gas Company, recorded in Volume 660, Page 390, Deed Records, Collin County, Texas.

10.i Easement to Lone Star Gas Company, recorded in Volume 682, Page 157, Deed Records, Collin County, Texas.

10.j Easement, dated December 2, 1980, from Margarita Emerson Peak to Texas Municipal Power Agency recorded in Volume 1333, Page 109, Deed Records, Collin County, Texas.

10.k Easement to the County of Collin, recorded in Volume 5675, Page 3507, Deed Records, Collin County, Texas.

10.l Easement dated December 9, 2003, from Boss Enterprises Production Co., trustee to North Texas Municipal Water District recorded in Volume 5624, Page 36, Document No. 200-003600, Official Public Records, Collin County, Texas.

10.m Easement recorded in Judgment filed March 31, 2007, to North Texas Municipal Water District by KWB Associates recorded under Clerk's File #20070321000300690, Official Public Records, Collin County, Texas.

**EASEMENTS THAT MAY AFFECT SUBJECT PROPERTY**  
(Title Commitment Schedule B)

10.n Easement to Texas Power & Light Company, recorded in Volume 334, Page 355, Deed Records, Collin County, Texas.

10.o Easement to Lone Star Gas Company, recorded in Volume 684, Page 778, Deed Records, Collin County, Texas.

Notes: 1) Source bearing per Caddo Creek Estates Plat as recorded in Volume O, Page 137 of the Collin County Map Records. 2) No part of the subject property is shown to lie within a Special Flood Hazard Area inundated by 100-year flood per Map No. 46808C0560 J of the FEMA Flood Insurance Rate Maps for Collin County, Texas and approved on March 2, 2004 (Contract No. 4171). This survey was performed with the benefit of Title Commitment # No. R2182700 issued July 28, 2021.

To: Buyer, Two Ponds, Inc.; Seller: KWB Associates, a Texas Joint Venture; Title Company: Ranger Title, Insurer: Fidelity National Title Insurance Company.

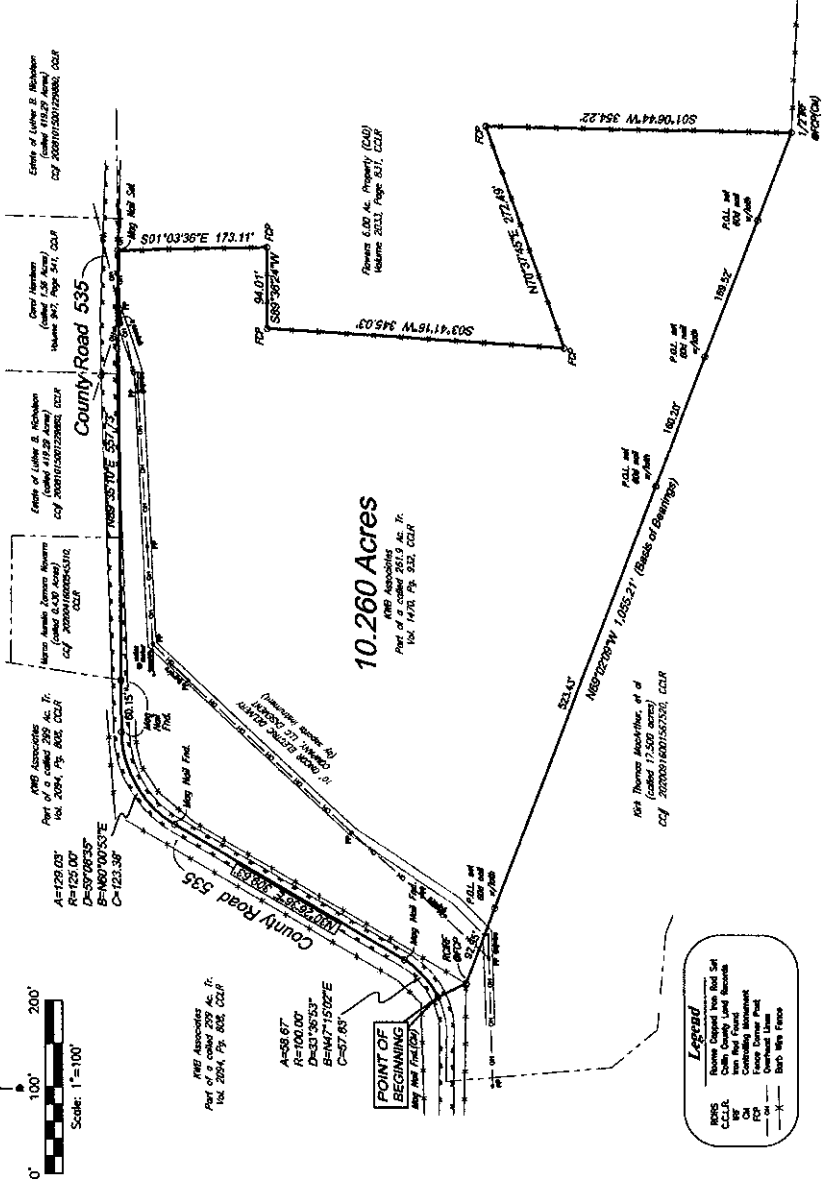
I hereby certify that on the 16th day of March 2021, this survey was made on the ground as per the field notes shown on the survey and as per the plat of the subject property. The survey was made in accordance with the laws of the State of Texas, and the buildings and improvements thereon, if any, and as to the other matters shown hereon, and correctly shows the location of all visible easements and rights-of-way and of all rights-of-way, easements, and any other matters of record, or of which I have knowledge or have been advised, whether or not of record, affecting the subject property, and the location of all cuts and driveways, if any. Except as shown on this survey, there are no encroachments upon the subject property; no improvements on adjacent property; there are no encroachments on adjacent property, streets, or alleys by any improvements on the subject property, and there are no conflicts or discrepancies.

Both vehicular and pedestrian ingress to and egress from the subject property is provided by County Road 535, same being a public easement road, which abuts (a) the subject property, and is physically open and being used.

This survey complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.



*E.E. Remender, Jr.*  
E.E. Remender, Jr.  
Registered Professional Land Surveyor No. 4051  
Survey Revised Per Title Commitment: 6/02/2021



SITUATED in the State of Texas, County of Collin, being part of the Drury Anglin Survey, Abstract No. 2, being plat of said premises being more particularly described as follows: Page 532 of the Collin County Land Records (BEHNING of a 17,500 acre tract as recorded under County Clerk No. 20000916001675036 of the Collin County Land Records, the beginning of a curve to the left, and a 17.500 acre tract as recorded in Volume 2094, Page 808 of the Collin County Land Records, and the westerly line of said premises as follows: northwesterly along said curve, having a central angle of 37°05'37", for an arc distance of 56.67 feet, with a radius of 100.00 feet (chord = North 47°37'02" East, 57.03 feet) to a long nail found meeting the end of corner, North 30°26'36" East, 306.63 feet to a long nail found meeting the end of corner, North 82°03'00" East, 123.33 feet, with a radius of 125.00 feet (chord = North 60°06'53" East, 123.33 feet) to a long nail found meeting the end of corner.

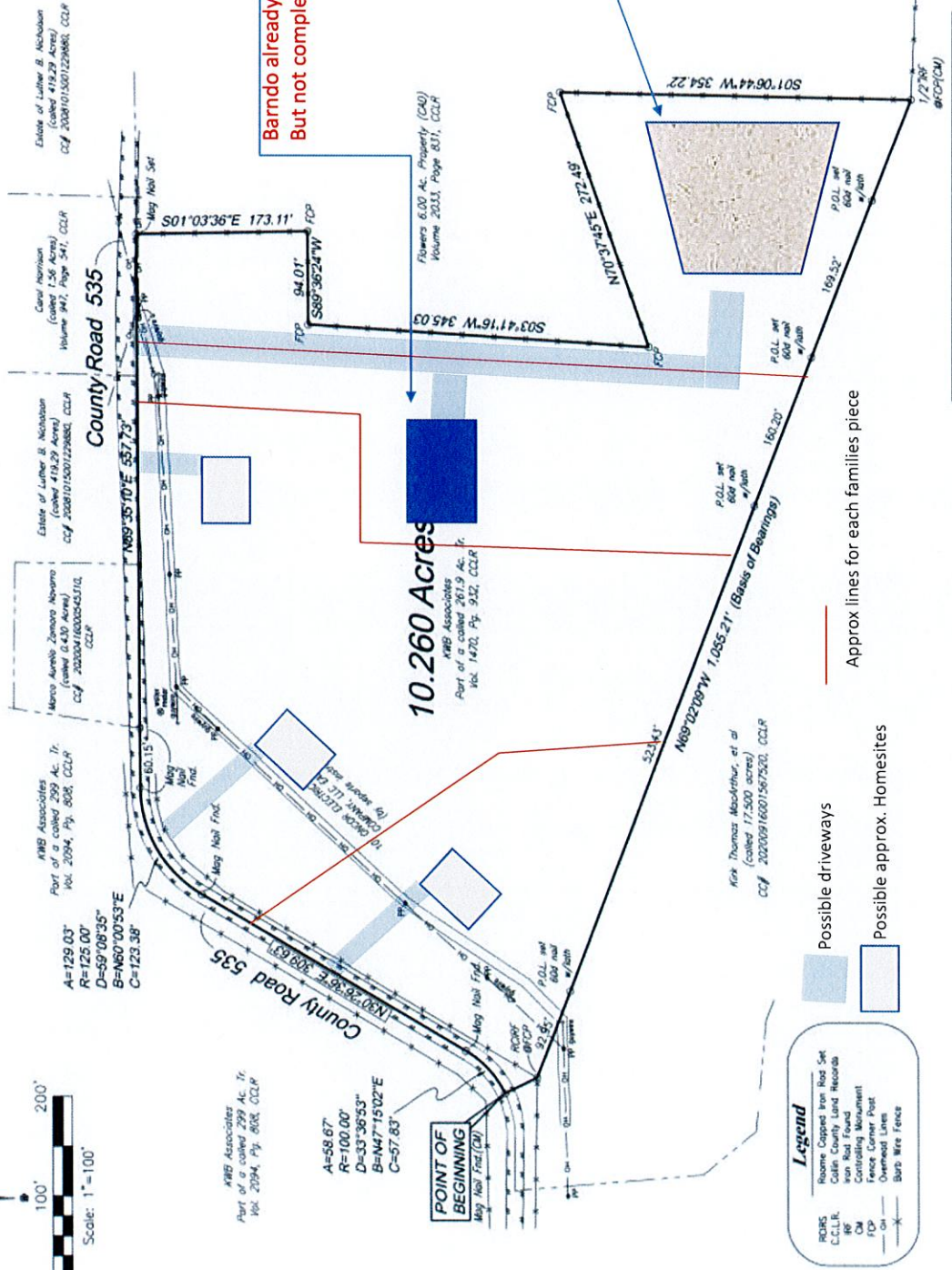
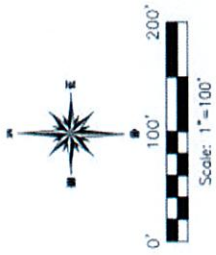
THENCE, continuing with the approximate center of County Road 535, the common line between said 281.9 and 299 acre tract, the north line of a called 0.430 acre tract, as recorded under County Clerk No. 20000916001675036, and part with the north line of a called 1.5 acre tract as recorded in Volume 947, Page 541 of the Collin County Land Records, same being the north line of said premises, North 89°23'10" East, bearing at 80.13 feet, a long nail found meeting the southwest corner of said 0.430 acre tract, and continuing for a total distance 357.73 feet to a long nail met meeting the northwest corner of said premises, and this corner at a called 6.00 acre tract as recorded in Volume 2033, Page 811 of the Collin County Land Records.

THENCE, with the easterly line of said premises, same being an existing bar-b-wire fence and the common line of said 6.00 and 281.9 acre tract as follows: South 01°03'39" East, 17.11 feet to a wood fence corner post, South 85°36'24" West, 34.03 feet to a wood fence corner post, South 03°14'15" West, 34.03 feet to a wood fence corner post, North 02°14'45" East, 292.46 feet to a wood fence corner post, South 01°08'54" West, 34.03 feet to a wood fence corner post, and continuing with the north line of the aforementioned 17,500 acre tract, meeting the southeast corner of said premises.

THENCE, passing through said 281.9 acre tract, the north line of said 17,500 acre tract, and the south line of a wood fence corner post for an angle break, North 1,055.21 feet to a Rebar capped iron rod found at the base of a wood fence corner post for an angle break, North 25°58'13" West, 56.03 feet to the place of beginning and containing 10.260 acres of land.

**Title Survey**  
**10.260 Acre Tract**  
**County Road 535**  
**Drury Anglin Survey, Abstract No 2**  
**Collin County, Texas**

P.L.A.# 2021011ACB74921.dwg  
**Roome**  
Land Surveying  
2000 Avenue G, Suite 810  
Plano, Texas 75074  
Phone (972) 423-4327 FAX (972) 423-7553  
www.roomesurveying.com / 1.214.486.1313.1030



Barndo already constructed  
But not complete

Graded site  
Ready for house  
from previous owner

10.260 Acres  
KWB Associates  
Part of a called 261.9 Ac. Tr.  
Vol. 1470, Pg. 9, 12, CCLP

**Legend**

- RCRS - Rezone Opposed Iron Road Set
- CCLP - Callie County Land Records
- DM - Controlling Monument
- FDP - Fence Corner Post
- OL - Overhead Lines
- X - Barb Wire Fence

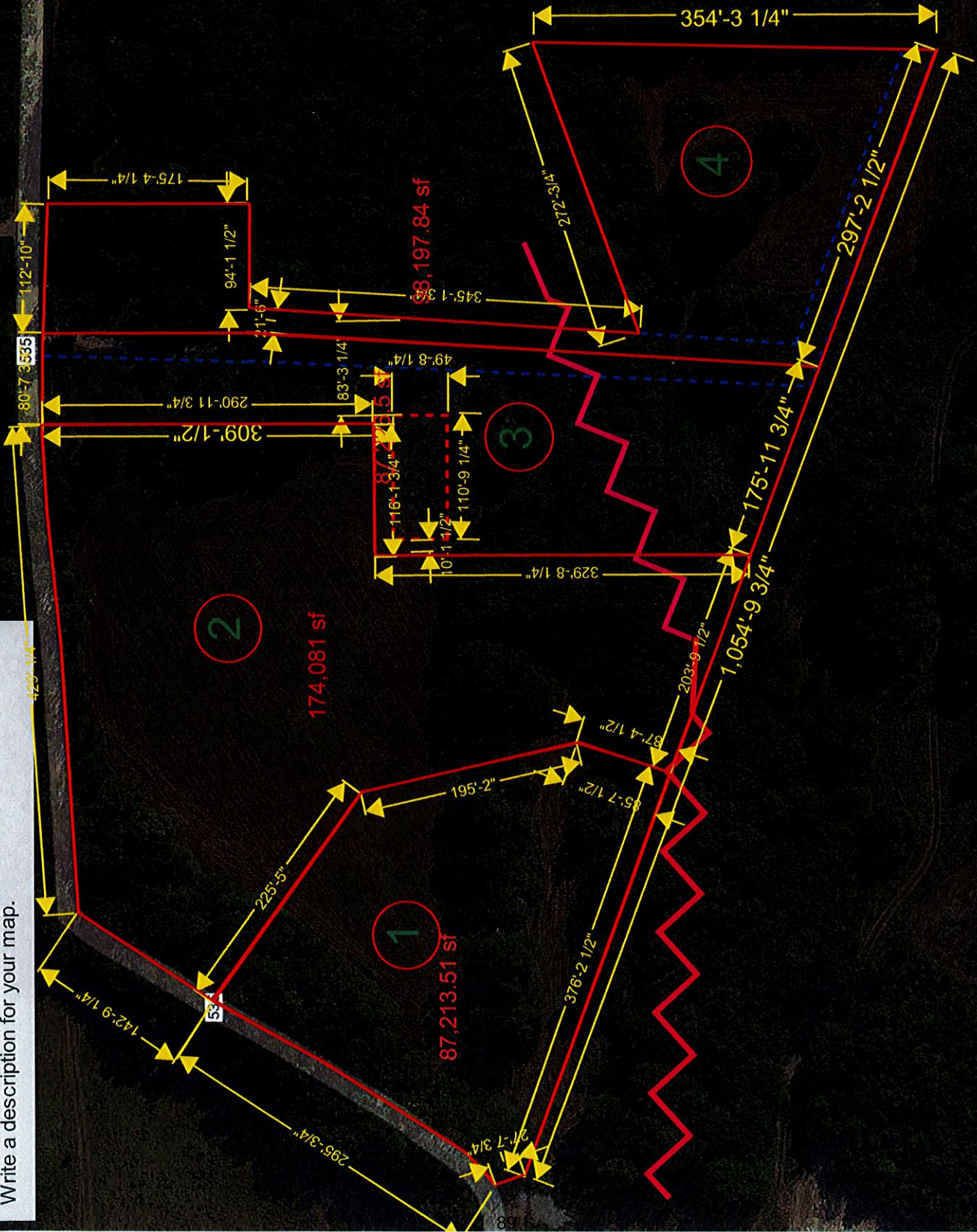
- Possible driveways
- Possible approx. Homesites
- Approx lines for each families piece



400 ft

# 11395 County Road 535 Lavon, TX

Write a description for your map.







# CITY OF LAVON

## Agenda Brief

MEETING: April 5, 2022

ITEM: 8 - B

**Item:**

Public hearing, discussion, and action regarding amendments to the City of Lavon Code of Ordinances, Chapter 9 “Planning And Development Regulations”, Article 9.02 “Subdivision Ordinance”, Section 9.02.002 “Definitions”, Section 9.02.003 “Purposes, Authority and Jurisdiction”, and Section 9.02.004 “Procedure” to provide for development plats under certain circumstances and to prohibit issuance of building permits on unplatted land, and partially amending Ordinance No. 2022-02-06 to correct numbering in Section 9.02.004 and provide for new renumbering.

- 1) Presentation of proposed amendment.
- 2) **PUBLIC HEARING** to receive comments regarding the proposed amendment.
- 3) Discussion and action regarding the proposed amendment and accompanying Ordinance No. 2022-04-01.

**Background:**

The amendment is proposed to facilitate the plat process in instances where development will occur **without subdivision**, and to assure the adequacy of public facilities needed to serve the intended development and the overall compliance of such development with applicable requirements of these subdivision regulations. The intent of the amendment is to address those instances when there may be ambiguity as to the requirement under state law for a subdivision plat to be filed prior to the development of a tract of land.

The proposed ordinance further requires that prior to approval of a permit for a project on an unplatted piece of property within the corporate limits, the property must have either a subdivision plat or a development plat approved.

The Texas Local Government Code provides authority to adopt regulations relating to development plats.

***Code Excerpts:***

**TEXAS LOCAL GOVERNMENT CODE**

**Sec. 212.041. MUNICIPALITY COVERED BY SUBCHAPTER.**

This subchapter applies only to a municipality whose governing body chooses by ordinance to be covered by this subchapter or chose by ordinance to be covered by the law codified by this subchapter.

**Sec. 212.045. DEVELOPMENT PLAT REQUIRED.**

(a) Any person who proposes the development of a tract of land located within the limits or in the extraterritorial jurisdiction of the municipality must have a development plat of the tract prepared in accordance with this subchapter and the applicable plans, rules, or ordinances of the municipality.

**Sec. 212.046. RESTRICTION ON ISSUANCE OF BUILDING AND OTHER PERMITS BY MUNICIPALITY, COUNTY, OR OFFICIAL OF OTHER GOVERNMENTAL ENTITY.**

The municipality, a county, or an official of another governmental entity may not issue a building permit or any other type of permit for development on lots or tracts subject to this subchapter until a development plat is filed with and approved by the municipality in accordance with Section 212.047.

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

**MOTION: RECOMMEND APPROVAL OF AMENDMENTS TO THE CITY OF LAVON CODE OF ORDINANCES, CHAPTER 9 “PLANNING AND DEVELOPMENT REGULATIONS”, ARTICLE 9.02 “SUBDIVISION ORDINANCE”, SECTION 9.02.002 “DEFINITIONS”, SECTION 9.02.003 “PURPOSES, AUTHORITY AND JURISDICTION”, AND SECTION 9.02.004 “PROCEDURE” TO PROVIDE FOR DEVELOPMENT PLATS UNDER CERTAIN CIRCUMSTANCES AND TO PROHIBIT ISSUANCE OF BUILDING PERMITS ON UNPLATTED LAND, AND PARTIALLY AMENDING ORDINANCE NO. 2022-02-06 TO CORRECT NUMBERING IN SECTION 9.02.004 AND PROVIDE FOR NEW RENUMBERING.**

MOTION MADE: TIEGS  
SECONDED: SMITH  
APPROVED: UNANIMOUS (Absent: Bedell, Nabors)

***Staff Notes:***

Approval is recommended.

**Attachments:** Proposed Draft Ordinance

**CITY OF LAVON**  
**ORDINANCE NO. 2022-04-01**

Subdivision Code Amendment – Development Plat and Building Permits

**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 9.02 “SUBDIVISION ORDINANCE”, SECTION 9.02.002 “DEFINITIONS”, SECTION 9.02.003 “PURPOSES, AUTHORITY AND JURISDICTION”, AND SECTION 9.02.004 “PROCEDURE” TO PROVIDE FOR DEVELOPMENT PLATS UNDER CERTAIN CIRCUMSTANCES AND TO PROHIBIT ISSUANCE OF BUILDING PERMITS ON UNPLATTED LAND; PARTIALLY AMENDING ORDINANCE NO. 2022-02-06 TO CORRECT NUMBERING IN SECTION 9.02.004 AND PROVIDE FOR NEW RENUMBERING; PROVIDING CONFLICT, SEVERABILITY, AND REPEALING CLAUSES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR A PENALTY; 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 subdivision and development of land; and

WHEREAS, the City Council of the City (the “City Council”) desires to facilitate the plat process in instances where development will occur without subdivision, and to assure the adequacy of public facilities needed to serve the intended development and the overall compliance of such development with applicable requirements of these subdivision regulations, for the protection of proximate individual interest, community interests, or community development; and

WHEREAS, the City Council desires to provide for a development plat in the City’s subdivision ordinance as governed by Section 212.048 of the Texas Local Government Code; and

WHEREAS, the City Council finds that this Ordinance substantially promotes the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality.

**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. Amendments to Sections 9.02.002, 9.02.003, and 9.02.004. Chapter 9 “Planning and Development Regulations”, Article 9.02 “Subdivision Ordinance” of the City’s Code of Ordinances is hereby amended as follows:

a) Section 9.02.002 “Definitions” is hereby amended to add the following defined terms to read as follows:

*Development*, for the purposes of this Article 9.02, shall have the meaning set forth by Texas Local Government Code 212.043.

*Development Plat* shall mean the map, drawings, or chart pursuant to Section 212.045 of the Texas Local Government Code, as may be amended, where a plat under Chapter 212, Subchapter A of the Texas Local Government Code may not be required.

b) Section 9.02.003 “Purposes, authority and jurisdiction”, subsection (c) is hereby amended to read as follows:

(c) Any owner of land inside the corporate limits of the city and outside the corporate limits of the city and within the extraterritorial jurisdiction of the city wishing to subdivide such land shall submit to the planning and zoning commission a plan of subdivision which shall conform to the rules, regulations, and minimum requirements set forth in this Article. All plats, including development plats, within the corporate limits of the city, and outside the corporate limits of the city and within the extraterritorial jurisdiction of the city, shall conform to the rules and regulations of this Article.

c) Section 9.02.003 “Purposes, authority and jurisdiction” is hereby amended to add subsection (i) to read as follows:

(i) Building Permits. Prior to commencing Development, the land upon which such building or structure is located shall be platted in accordance with the provisions of this chapter.

d) Section 9.02.004 “Procedure” is hereby amended to add subsection (f) to read as follows:

(f) Development Plat. The purpose of the development plat is to assure the adequacy of public facilities needed to serve the intended development and the overall compliance of such development with applicable requirements of these subdivision regulations where the land to be developed is not intended to be subdivided. A development plat is required where the development of a tract of land does not otherwise require a plat in this Article, and shall be submitted for approval and processed in accordance with the procedures established for final plat approval, and include any information required to accompany a final plat. A development plat must be prepared by a registered professional land surveyor, and comply with the requirements of Local Government Code Section 212.045. New development may not begin, and building permits will not be issued, on property requiring a development plat until the development plat is filed with and approved by the city.

Section 3. Amendment to Numbering. In accordance with the above amendments, and as a partial amendment to City of Lavon Ordinance No. 2022-02-06, Chapter 9 “Planning and Development Regulations”, Article 9.02 “Subdivision Ordinance”, Section 9.02.004 “Procedure” of the City’s Code of Ordinances is hereby amended to update the numbering of subsections (d)-(h) as follows:

- (d) Final Plat.
- (e) Combination Preliminary and Final Plat.
- (f) Development Plat.
- (g) Replats.

(h) Final warranty inspection procedure.

Section 4. 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 5. 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 6. Repealing. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent that they conflict with this Ordinance.

Section 7. Penalty. Violations of this Ordinance shall be enforced by penalties in accordance with Section 9.02.009 of the City's Code of Ordinances.

Section 8. 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 9. 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 5<sup>th</sup> \_\_\_ day of April 2022.

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

**ATTEST:**

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





# CITY OF LAVON

## Agenda Brief

MEETING: April 5, 2022

ITEM: 8 - C

**Item:**

Discussion and action regarding the preliminary plat of the Lavon Substation Addition consisting of 3 lots on 15.990 acres of land in the Drury Anglin Survey, Abstract No. 2, Tract 42 at 17360 FM 2755, Collin County, TX, (CCAD Property ID 2582049).

### Application Information

**Owner(s):** Farmers Electric Coop, Inc.

**Applicant:** R-delta Engineers, Inc.

**Location:** 17360 FM 2755  
City of Lavon - Extraterritorial Jurisdiction

**Description:** Drury Anglin Survey, Abstract No. 2, Tract 42, (CCAD Property ID 2582049)  
15.99 acres

**Current Zoning:** No zoning applies in the ETJ

**Request:** Preliminary Plat

### Request Details

The applicant is seeking approval of a preliminary plat for the Lavon Substation Addition consisting of three lots. The property is intended to be developed for an electric power substation. The property is located in the extraterritorial jurisdiction (ETJ) of the City of Lavon.

**Code Excerpts:**

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

PLAT REQUIRED. (a) The owner of a tract of land located within the limits or in the extraterritorial jurisdiction of a municipality who divides the tract in two or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared. A division

of a tract under this subsection includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of

sale or other executory contract to convey, or by using any other method. A division of land under this subsection does not include a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated.

**Background:**

Because the property is in the ETJ, there are no zoning regulations. The Fire Marshal has approved the proposed fire lane.

Water

The development is located within the certificated areas of the Bear Creek Special Utility District (SUD).

Sewer

The facilities are unmanned and there is no running water or sanitary sewer proposed. There is no OSSF proposed.

Roads

The proposed development takes access from FM 2755 and the applicant has obtained approval of appropriate driveway access from the Texas Department of Transportation.

Parks and Trails

Not applicable.

Floodplain and Drainage

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

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

**MOTION: RECOMMEND APPROVAL OF THE PRELIMINARY PLAT OF THE LAVON SUBSTATION ADDITION CONSISTING OF 3 LOTS ON 15.990 ACRES OF LAND IN THE DRURY ANGLIN SURVEY, ABSTRACT NO. 2, TRACT 42 AT 17360 FM 2755, COLLIN COUNTY, TX.**

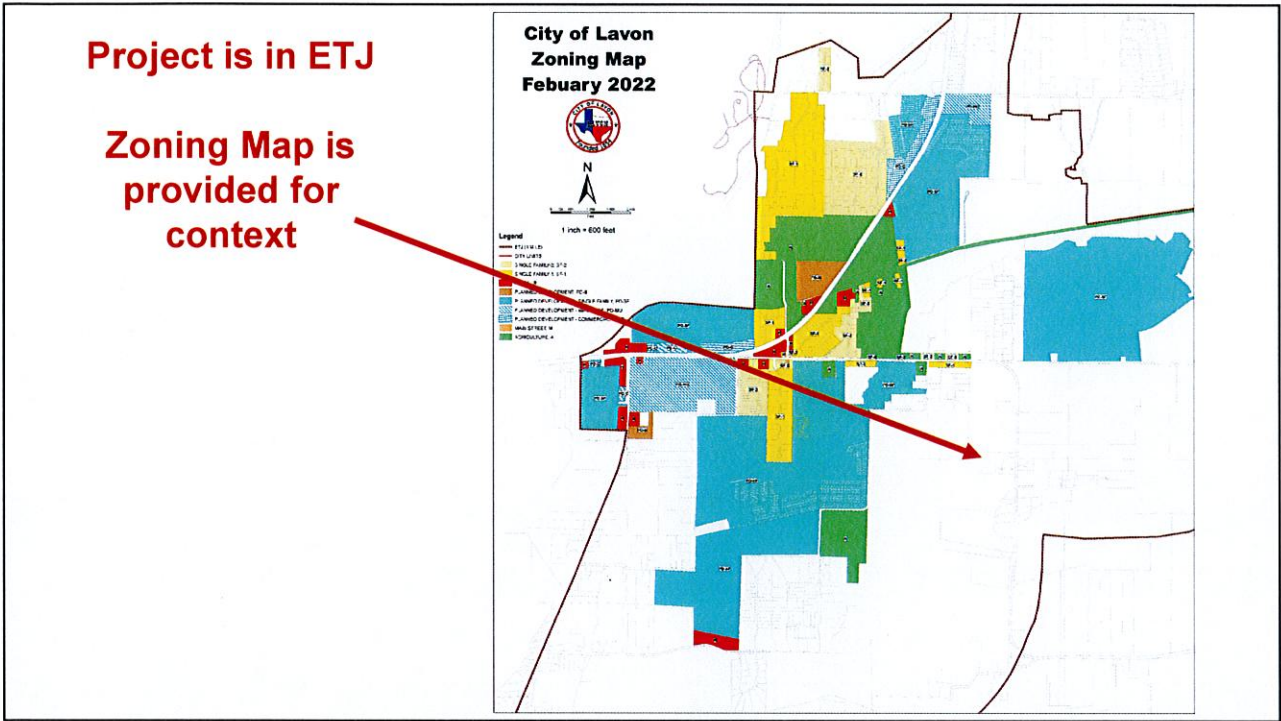
MOTION MADE: SMITH  
SECONDED: TIEGS  
APPROVED: UNANIMOUS (Absent: Bedell, Nabors)

***Staff Notes:***

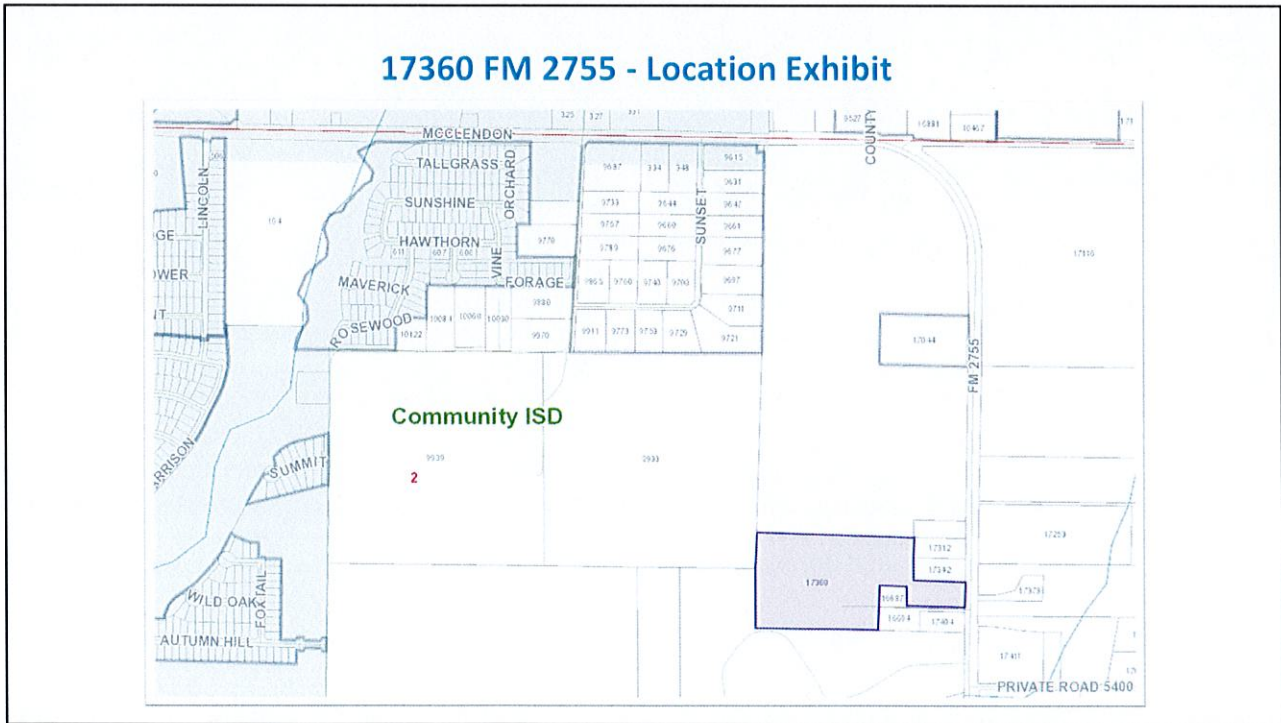
The applicant has complied with staff and city engineer review notes. The plat generally conforms to the requirements of the Subdivision Ordinance.

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

- Attachments:**
1. Application and Preliminary Plat
  2. Location Exhibits
  3. Engineer correspondence



23



24

17360 FM 2755 – Location Exhibit





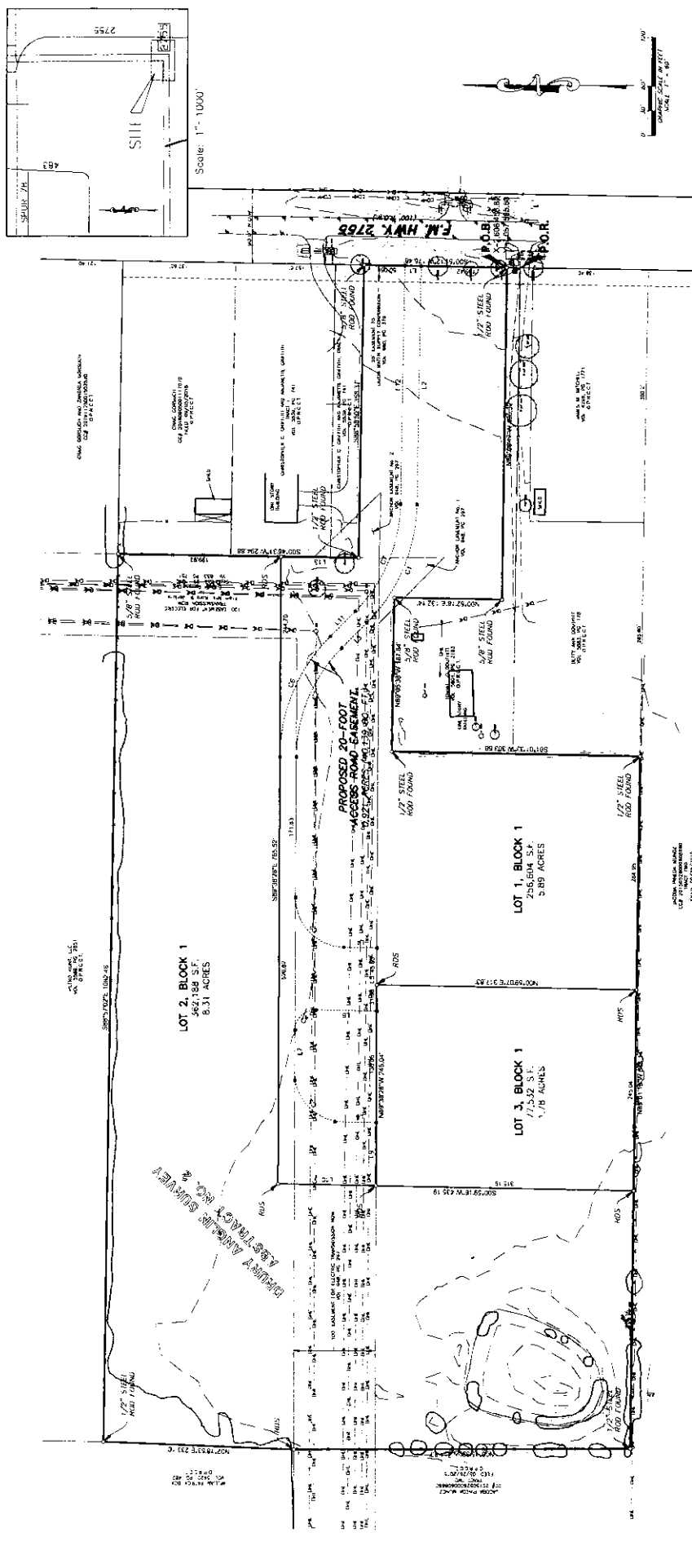
## CITY OF LAVON

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

### PLAT APPLICATION

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

<b>Company Making Submission</b>		<b>Property Owner</b>			
Name: <u>R-delta Engineers, Inc</u>		Name: <u>Farmers Electric Coop. Inc.</u>			
Address: <u>618 Main St.</u>		Address: <u>2000 E. I.H. 30</u>			
City/State/Zip: <u>Garland, Tx.</u>		City/State/Zip: <u>Greenville, Texas 75401</u>			
Phone #: <u>(972) 494-5031</u> Fax #: <u>(972) 487-2270</u>		Phone # <u>(903) 455-1715</u> Fax # _____			
Authorized Person: <u>Wayne C. Terry</u>		Authorized Person: <u>Steve Foster</u>			
<b>Type of Submission</b>	<b>Date</b>	<b>Check List of Items Submitted</b>			
<input checked="" type="checkbox"/> Preliminary Plat		<input type="checkbox"/> (two) full size sets of plats (24x36)			
<input type="checkbox"/> Final Plat		<input type="checkbox"/> (two) full size construction sets (24x36)			
<input type="checkbox"/> Re-Submittal		<input type="checkbox"/> (one) half size sets of plats (11x17)			
<input type="checkbox"/> Construction Plans		<input type="checkbox"/> (ten) half size sets of plats with final submission (11x17)			
<input type="checkbox"/> Other		<input type="checkbox"/> (one) PDF plats (on separate CD's)			
		<input type="checkbox"/> (one) PDF construction plans (can be included on plat CD)			
<b>Pricing</b>					
Preliminary Plat: C*D*		\$500.00 plus \$5.00 per lot (Plus engineer review costs)			
Final Plat: C*D*		\$500.00 plus \$5.00 per lot plus \$50.00 filing fee (Plus engineer review costs)			
Re-Plat: C*D*		\$325.00 plus \$5.00 per lot plus \$50.00 filing fee (Plus engineer review costs)			
Public Infrastructure Inspection: C*E*		4 percent of project or Cost (whichever is greater)			
<p><small>C* Costs shall include the actual costs to the City plus a 10 percent administrative fee. These fees shall be in addition to the permit fee required.          D* A deposit of \$500.00 shall be required to cover engineers review, with additional costs to be billed upon engineers recommendation. Any portion of the deposit not used shall be refunded after the engineer's recommendation.          E* An estimate of the testing and inspection shall be made at the time of the engineers review of construction plans and a deposit equal to that amount shall be due before any construction may begin, with additional costs to be billed when the costs are incurred.</small></p>					
<p><b>NOTICE TO APPLICANT:</b> Any approval will be issued based on the information furnished in this application and on any submitted plats. It is subject to the provisions and requirements of the City of Lavon Code of Ordinances (# 2002-01-03) and any other applicable ordinances of the City, regardless of information and/or plans submitted.</p>					
Authorized Representative (Printed Name)		Authorized Representative (Signature)	Date:		
<b>To be completed by the City</b>					
In Takers Name:					
In takers Review Date:	PW Review Date:	COO Review Date:	Engineer Review Date:	P&Z Review Date:	Council Action Date:
<input type="checkbox"/> Accepted	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved
<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected
Comments:					



PRELIMINARY PLAT  
**LAVON SUBSTATION  
 ADDITION**  
 15.990 ACRES  
 (696, 526 SQ. FT.)

BEING A TRACT OF LAND IN  
 THE ORURY ANGLIN SURVEY, ABSTRACT NO. 2,  
 CITY OF LAVON ET AL, COLLIN COUNTY,  
 TEXAS

SCALE: 1" = 1000'

PREPARED BY  
**rdelta**  
 ENGINEERS & ARCHITECTS  
 1500 W. PARKWAY  
 SUITE 100  
 FORT WORTH, TEXAS 76104  
 TEL: 817.339.1111  
 FAX: 817.339.1112  
 www.rdelta.com

LOT 1, BLOCK 1  
 2.89 ACRES

Curve #	Station	Delta	Chord Bearing	Chord Distance
C1	210.00'	44°01'33"	N87°00'30"W	157.44'
C2	186.00'	44°30'00"	N87°19'14"W	144.32'
C3	62.00'	89°22'00"	S45°40'24"W	64.39'
C4	25.00'	50°32'44"	N44°19'36"W	26.50'
C5	40.00'	49°17'00"	S45°42'24"W	44.32'
C6	210.00'	44°30'00"	S87°19'14"E	198.31'
C7	186.00'	44°01'33"	S87°00'30"E	182.45'

LOT 2, BLOCK 1  
 6.31 ACRES

Line #	Location	Length
L1	2007.31479	70.00'
L7	N49°01'57.9"W	291.00'
L3	N42°00'00.0"W	43.00'
L4	S00°26'00.0"W	40.00'
L5	N49°38'29.7"W	77.00'
L6	N49°38'10.5"E	74.75'
L7	N49°38'29.9"W	51.36'
L8	S01°04'12.9"W	49.75'
L9	N49°38'29.9"W	77.00'
L10	N00°59'10.5"E	100.00'
L11	N49°00'00.0"E	43.83'
L12	S00°01'34"E	29.00'
L13	S00°46'31.9"W	94.00'
L14	S00°49'52.9"W	15.26'

LEGEND  
 - Official Public Records of Collin County, Texas  
 - 5/8" inch steel rod with zinc plating, cap stamped  
 - 1/2" DIA 1999 101550007 set with this survey  
 - Point of Beginning  
 - Point of Reference

NOTES  
 1. ALL DIMENSIONS SHALL BE GIVEN UNLESS OTHERWISE SPECIFIED.  
 2. THE COORDINATE SYSTEM IS THE 1983 NAD 83 SYSTEM.  
 3. THE COORDINATE SYSTEM IS THE 1983 NAD 83 SYSTEM.  
 4. THE COORDINATE SYSTEM IS THE 1983 NAD 83 SYSTEM.  
 5. THE COORDINATE SYSTEM IS THE 1983 NAD 83 SYSTEM.  
 6. THE COORDINATE SYSTEM IS THE 1983 NAD 83 SYSTEM.  
 7. THE COORDINATE SYSTEM IS THE 1983 NAD 83 SYSTEM.  
 8. THE COORDINATE SYSTEM IS THE 1983 NAD 83 SYSTEM.  
 9. THE COORDINATE SYSTEM IS THE 1983 NAD 83 SYSTEM.  
 10. THE COORDINATE SYSTEM IS THE 1983 NAD 83 SYSTEM.



March 16, 2022

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

Re: Lavon Substation Addition, 3 Lots, 15.990 Acres  
City of Lavon ETJ  
Preliminary Plat

Dear Ms. Dobbs:

As requested, we have reviewed the revised Preliminary Plat dated March 2022 as prepared by R-Delta Engineers, Inc. for the above referenced property. This development is located within the City of Lavon ETJ at 17360 FM 2755. Our comments are as follows:

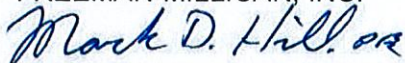
All previous comments on the Preliminary Plat have been satisfactorily addressed.

This concludes our review of the above referenced revised Preliminary Plat. Construction plan revisions will be addressed as part of the Final Plat review.

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

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

Sincerely,  
FREEMAN-MILLICAN, INC.



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

Attachment

Cc: David Carter, Mike Jones, Danny Anthony, Frank A. Polma, P.E.

F:\17024 - LAV General Servies\9 - Review\Lavon Substation Add\Lavon Substation Addition - Preliminary Plat - Rev 1.docx

March 8, 2022

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

Re: Lavon Substation Addition, 3 Lots, 15.990 Acres  
City of Lavon ETJ  
Preliminary Plat

Dear Ms. Dobbs:

As requested, we have reviewed the Preliminary Plat dated November 2021 and Construction Plans dated February 1, 2022 as prepared by R-Delta Engineers, Inc. for the above referenced property. This development is located within the City of Lavon ETJ at 17360 FM 2755. Our comments are as follows:

#### General

1. The property is being platted into 3 lots for a proposed electric substation.
2. No sanitary sewer service is required.
3. The Fire Marshal is reviewing the need and requirements for a fire lane.

#### Preliminary Plat

4. We recommend the title block be modified to "City of Lavon ETJ, Collin County, Texas".
5. The Owner's Dedication should be updated to include City of Lavon ETJ and City of Lavon as appropriate (See markups).
6. The "Not Approved" in the signature blocks should be removed.

#### Construction Plans

7. Sheet LVF-1006-1 – The shading for concrete and crushed limestone pavement should be modified for clarity. The shading color is too close. Occurs on other sheet Legends, also.
8. Sheet LVF-100601A – Per the Legend, the approach driveway appears to be hatched as concrete, but that conflicts with the driveway plans.
9. Sheet LVF-1006-3 & LVF-1007-3 – The TxDOT driveway permit has been obtained and a copy has been provided to the City.
10. A portion of the Drainage Grading Plan appears to be missing.
11. Sheet LVF-1006-9 – The material callouts for the Typical Access Drive Surfacing Section appear to be missing.

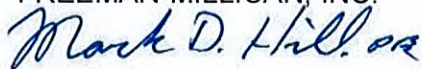
12. Sheet LVF-1007-2 – It appears that the site will increase drainage flow to the adjacent property. Areas E & F will flow directly to the adjacent property towards Bluff Creek. Area E has been diverted from the stock pond. This stock pond may need to be repurposed as a detention pond to eliminate increase in flow to the adjacent property.
13. Sheet LVF-1007-2 – Area F states it is going to a proposed culvert to the east, but the grading and topography do not support this comment.
14. Sheet LVF-1008-3 – Duct banks are to be installed within and under FM 2755. A TxDOT Utility permit is required.
15. Sheet LVF-1008-4 & LVF-1008-5 – Engineer to verify that there is not a waterline within the Lavon WSC easement.
16. Sheet LVF-1009-3 – There does not appear to be any erosion control along the Tommie Jo Douthitt property.

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

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

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

Sincerely,  
FREEMAN-MILLICAN, INC.



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

Attachment

Cc: David Carter, Mike Jones, Danny Anthony, Frank A. Polma, P.E.

F:\17024 - LAV General Servies\9 - Review\Lavon Substation Add\Lavon Substation Addition - Preliminary Plat - Rev 0.docx



# CITY OF LAVON

## Agenda Brief

MEETING: April 5, 2022

ITEM: 8 - D

**Item:**

Discussion and action regarding the final plat of the Lavon Substation Addition consisting of 3 lots on 15.990 acres of land in the Drury Anglin Survey, Abstract No. 2, Tract 42 at 17360 FM 2755, Collin County, TX, (CCAD Property ID 2582049).

### Application Information

**Owner(s):** Farmers Electric Coop, Inc.

**Applicant:** R-delta Engineers, Inc.

**Location:** 17360 FM 2755  
City of Lavon - Extraterritorial Jurisdiction

**Description:** Drury Anglin Survey, Abstract No. 2, Tract 42, (CCAD Property ID 2582049)  
15.99 acres

**Current Zoning:** No zoning applies in the ETJ

**Request:** Final Plat

### Request Details

The applicant is seeking approval of the final plat for the development of an electric power substation.

***Code Excerpts:***

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

Sec. 212.004. PLAT REQUIRED. (a) The owner of a tract of land located within the limits or in the extraterritorial jurisdiction of a municipality who divides the tract in two or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared. A division of a tract under this subsection includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of

sale or other executory contract to convey, or by using any other method. A division of land under this subsection does not include a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated.

***Code Excerpts:***

**CITY OF LAVON – SUBDIVISION ORDINANCE**

**Sec. 9.02.004 (d) FINAL PLAT**

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

The proposed final plat and construction plans were reviewed by the City Engineer. The final plat generally meets the technical requirements and complies with the subdivision regulations. The developer added the requested Collin County language relating to the onsite sanitary sewer facility to the final plat.

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

**MOTION: RECOMMEND APPROVAL OF THE FINAL PLAT OF THE LAVON SUBSTATION ADDITION CONSISTING OF 3 LOTS ON 15.990 ACRES OF LAND IN THE DRURY ANGLIN SURVEY, ABSTRACT NO. 2, TRACT 42 AT 17390 FM 2755, COLLIN COUNTY, TX, SUBJECT TO THE CITY ENGINEERS APPROVAL AND ADDITION OF THE REQUESTED COLLIN COUNTY INFORMATION.**

**MOTION MADE: TIEGS  
SECONDED: ROSENQUIST  
APPROVED: UNANIMOUS (Absent: Bedell, Nabors)**

***Staff Notes:***

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

- Attachments:**
1. Application and Final Plat
  2. Location Exhibits – see previous item
  3. Engineers' Correspondence



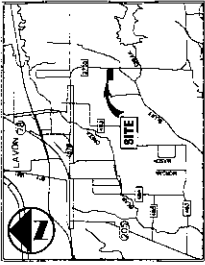
## CITY OF LAVON

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

### PLAT APPLICATION

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

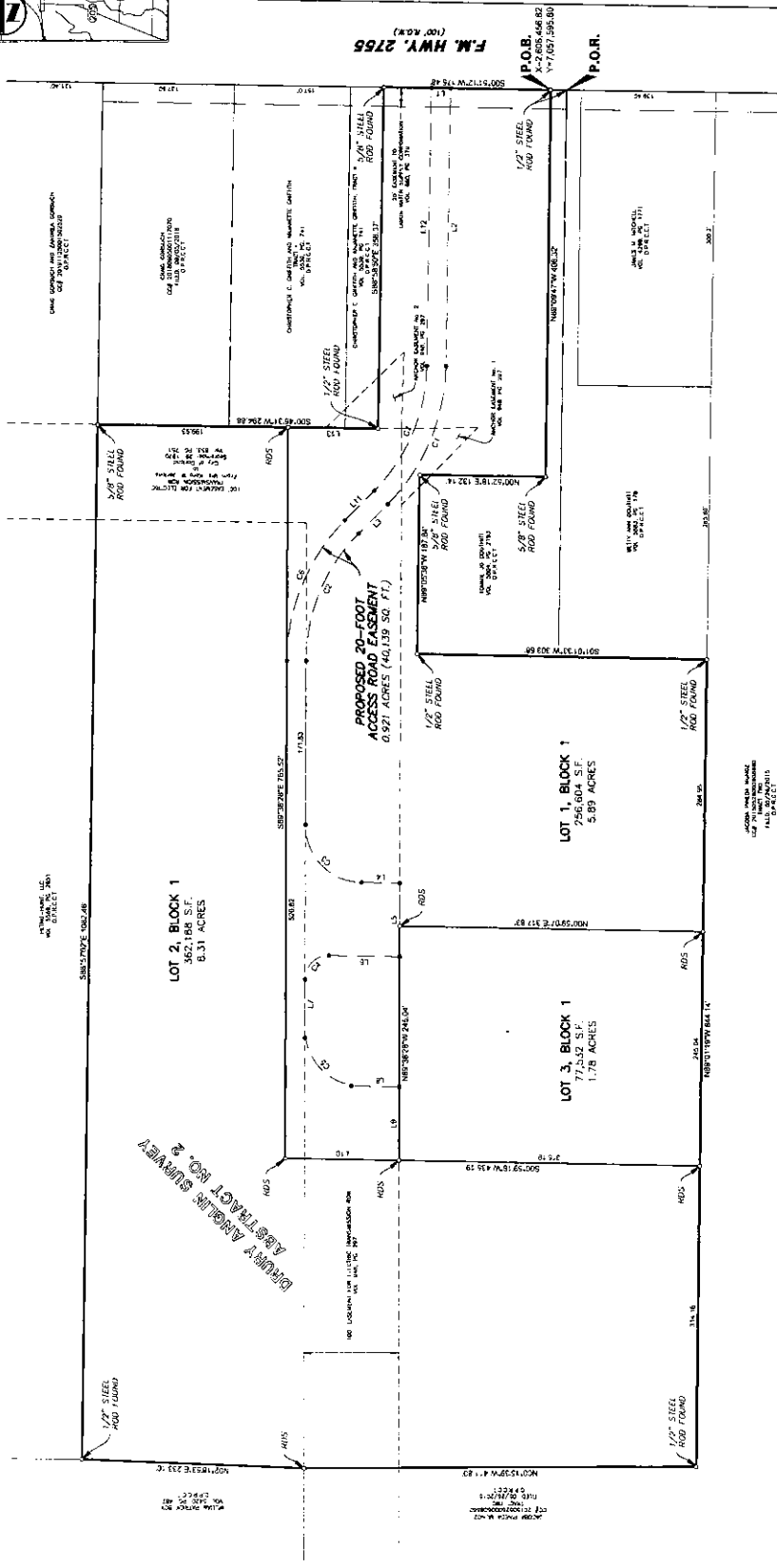
<b>Company Making Submission</b>			<b>Property Owner</b>		
Name: <u>Rdelta Engineering, Inc.</u>			Name: <u>Farmers Electric Coop. Inc.</u>		
Address: <u>618 Main St.</u>			Address: <u>2000 E. I.H. 30</u>		
City/State/Zip: <u>Garland, Tx. 75040</u>			City/State/Zip: <u>Greenville, Texas 75401</u>		
Phone #: <u>(972) 494 - 5031</u> Fax #: <u>(972) 487 - 2270</u>			Phone # <u>(903) 455 - 1715</u> Fax # _____		
Authorized Person: <u>Wayne C. Terry</u>			Authorized Person: _____		
<b>Type of Submission</b>		<b>Date</b>	<b>Check List of Items Submitted</b>		
<input type="checkbox"/> Preliminary Plat			<input type="checkbox"/> (two) full size sets of plats (24x36)		
<input checked="" type="checkbox"/> Final Plat			<input type="checkbox"/> (two) full size construction sets (24x36)		
<input type="checkbox"/> Re-Submittal			<input type="checkbox"/> (one) half size sets of plats (11x17)		
<input type="checkbox"/> Construction Plans			<input type="checkbox"/> (ten) half size sets of plats with final submission (11x17)		
<input type="checkbox"/> Other			<input type="checkbox"/> (one) PDF plats (on separate CD's)		
			<input type="checkbox"/> (one) PDF construction plans (can be included on plat CD)		
<b>Pricing</b>					
Preliminary Plat: C*D*		\$500.00 plus \$5.00 per lot (Plus engineer review costs)			
Final Plat: C*D*		\$500.00 plus \$5.00 per lot plus \$50.00 filing fee (Plus engineer review costs)			
Re-Plat: C*D*		\$325.00 plus \$5.00 per lot plus \$50.00 filing fee (Plus engineer review costs)			
Public Infrastructure Inspection: C*E*		4 percent of project or Cost (whichever is greater)			
<p><small>C* Costs shall include the actual costs to the City plus a 10 percent administrative fee. These fees shall be in addition to the permit fee required.          D* A deposit of \$500.00 shall be required to cover engineers review, with additional costs to be billed upon engineers recommendation. Any portion of the deposit not used shall be refunded after the engineer's recommendation.          E* An estimate of the testing and inspection shall be made at the time of the engineers review of construction plans and a deposit equal to that amount shall be due before any construction may begin, with additional costs to be billed when the costs are incurred.</small></p>					
<b>NOTICE TO APPLICANT:</b> Any approval will be issued based on the information furnished in this application and on any submitted plats. It is subject to the provisions and requirements of the City of Lavon Code of Ordinances (# 2002-01-03) and any other applicable ordinances of the City, regardless of information and/or plans submitted.					
Authorized Representative (Printed Name)		Authorized Representative (Signature)			Date:
<b>To be completed by the City</b>					
In Takers Name:					
In takers Review Date:	PW Review Date:	COO Review Date:	Engineer Review Date:	P&Z Review Date:	Council Action Date:
<input type="checkbox"/> Accepted	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved
<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected
Comments:					



NOT TO SCALE



SCALE 1" = 60'



# FINAL PLAT LAVON SUBSTATION ADDITION

15.990 ACRES  
(696, 526 SQ. FT.)

BEING A TRACT OF LAND IN  
THE DRURY ANGLIN SURVEY, ABSTRACT NO. 2,  
CITY OF LAVON ETJ, COLLIN COUNTY, TEXAS

March, 2022

PREPARED BY  
**rdelta**  
REGISTERED PROFESSIONAL SURVEYOR  
STATE OF TEXAS  
No. 101550007  
RD 1709, Box 292  
Lavon, Texas 75137  
RD Proj. No. 2332-21

OWNER:  
FARMERS ELECTRIC COOP INC  
2000 E. IRL ST.  
LAVON, TEXAS 75137  
PHONE: 972-455-1715

**PRELIMINARY  
DO NOT FILE**

**FOR REVIEW**  
Wayne C. Terry, RPLS, 41864  
Preliminary. This document shall not be used for any other purpose and shall not be used or viewed or relied upon as a final survey document. October 18, 2021

ADDITIONAL CURVE DATA

Curve #	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	710.00'	44°03'57"	151.38'	N67°00'56"W	157.44'
C2	190.00'	84°30'28"	148.04'	N67°19'14"W	144.22'
C3	80.00'	87°27'45"	83.59'	S45°40'24"W	84.33'
C4	25.00'	80°17'44"	38.94'	N44°10'30"W	39.33'
C5	30.00'	89°17'25"	55.50'	S84°42'32"W	54.32'
C6	210.00'	14°28'28"	163.82'	S87°18'47"E	163.51'
C7	180.00'	44°03'57"	146.02'	S87°09'36"E	142.45'

Line #	Direction	Length
L1	S00°31'44"W	20.00'
L2	N69°01'57"W	291.50'
L3	N43°02'00"W	43.87'
L4	S00°25'15"W	43.68'
L5	N69°02'58"W	27.00'
L6	S00°29'18"E	24.73'
L7	N69°32'28"W	51.39'
L8	S01°04'17"W	40.72'
L9	N69°32'28"W	77.00'
L10	N00°39'18"E	103.01'
L11	S45°40'24"E	43.83'
L12	S00°01'57"E	20.00'
L13	S00°29'18"E	24.73'
L14	S00°42'52"W	43.33'

**LEGEND**  
 O.P.A.C.T. = Official Public Records of Collin County, Texas  
 R.O.S. = 2 1/2 inch steel rod with pink plastic cap stamped  
 "RD" and "RD" in the hole  
 P.O.B. = Point of Beginning  
 P.O.R. = Point of Reference

**NOTES**  
 1. ACCORDING TO LOCAL ORDINANCE 101.001 (P.L. 80-101), THE CITY OF COLLIN COUNTY, TEXAS, HAS AUTHORITY TO ACCEPT THIS PLAT.  
 2. THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS GEOGRAPHIC REFERENCE SYSTEM (TGRS) WITH THE DATUM OF 1983.  
 3. THIS PLAT IS BASED ON THE INFORMATION AND SURVEY DATA PROVIDED BY THE SUBMITTER AND THE SURVEYOR HAS NOT CONDUCTED A FIELD SURVEY TO VERIFY THE INFORMATION.  
 4. DISTANCES BY THE CURVED FACTOR IS APPROXIMATE.

PROPERTY OWNER'S CERTIFICATION

STATE OF TEXAS §
COUNTY OF COLLIN §
WHEREAS Farmers Electric Cooperative, Inc. is the owner of that certain 656,526-square-foot parcel of land described as TRACT 2, described in the deed dated June 18, 2018 from City of Lorton, Texas and Farmers Electric Cooperative, Inc., recorded as Instrument No. 2018053400010350, of the Official Public Records of Collin County, Texas, (hereinafter "TRACT 2") and being more particularly described as follows:

BEFOREME, I, the Notary Public, do hereby certify that the foregoing plat, assuming the herein-described property as LAYON SUBSTATION ADDITION, on addition to City of Lorton, Collin County, Texas, and do hereby dedicate to the public use forever the streets and alleys shown thereon. The easements shown thereon are hereby reserved for the purposes as indicated and shall be open to the public and all public uses and purposes, and the City of Lorton, Texas, shall be responsible for the maintenance and repair of the sidewalks, terraces, streets, or improvements shall be constructed, reconstructed or placed upon, over or across the easements as shown.

This plat, approved subject to all applicable ordinances, rules, regulations, and resolutions of City of Lorton and Collin County, Texas.

- 1) N 85°09'47" W, for a distance of 406.32 feet to a 5/8-inch steel rod found;
2) N 00°57'18" E, for a distance of 132.14 feet to a 1/2-inch steel rod found;
3) N 85°05'36" W, for a distance of 78.84 feet to a 1/2-inch steel rod found.

IN WITNESS WHEREOF, I, the Notary Public, do hereby set my hand and seal on this day of August, 2022, at the City of Lorton, Texas.

WITNESS MY HAND AND SEAL OF OFFICE, this 11th day of August, 2022.

Notary Public for and in the State of Texas

My commission expires:
I am commissionaire for approval
I am commissionaire for construction

Chairman, Planning and Zoning Commission
City of Lorton, Texas
Approved for Construction:
Mayor, City of Lorton, Texas

Accepted:
Mayor, City of Lorton, Texas

The undersigned, the city secretary of the City of Lorton, Texas, hereby certifies that the foregoing final plat of the LAYON SUBSTATION ADDITION to the City of Lorton, TX was submitted to the city council on the date of August 11, 2022, and that the council has approved the plat and the water and sewer lines as shown and set forth in and upon said plat and said council further authorized the mayor to note the acceptance thereof by signing his or her name as hereinabove subscribed.

Witness my hand this 11th day of March, 2022
City Secretary, City of Lorton, Texas

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, the Farmers Electric Cooperative, Inc. do hereby adopt this plat, assuming the herein-described property as LAYON SUBSTATION ADDITION, on addition to City of Lorton, Collin County, Texas, and do hereby dedicate to the public use forever the streets and alleys shown thereon. The easements shown thereon are hereby reserved for the purposes as indicated and shall be open to the public and all public uses and purposes, and the City of Lorton, Texas, shall be responsible for the maintenance and repair of the sidewalks, terraces, streets, or improvements shall be constructed, reconstructed or placed upon, over or across the easements as shown.

This plat, approved subject to all applicable ordinances, rules, regulations, and resolutions of City of Lorton and Collin County, Texas.

WITNESSED this 11th day of August, 2022.

Printed Name: Farmers Electric Cooperative, Inc.
Title:
Address:

STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day of August, 2022, at the City of Lorton, Texas, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

WITNESS MY HAND AND SEAL OF OFFICE, this 11th day of August, 2022.

Notary Public for and in the State of Texas

My commission expires:
I am commissionaire for approval
I am commissionaire for construction

Chairman, Planning and Zoning Commission
City of Lorton, Texas
Approved for Construction:
Mayor, City of Lorton, Texas

Accepted:
Mayor, City of Lorton, Texas

The undersigned, the city secretary of the City of Lorton, Texas, hereby certifies that the foregoing final plat of the LAYON SUBSTATION ADDITION to the City of Lorton, TX was submitted to the city council on the date of August 11, 2022, and that the council has approved the plat and the water and sewer lines as shown and set forth in and upon said plat and said council further authorized the mayor to note the acceptance thereof by signing his or her name as hereinabove subscribed.

Witness my hand this 11th day of March, 2022
City Secretary, City of Lorton, Texas

There were no permitted/approved existing structures or On-Site Sewage Facilities located on the property to be removed. All structures and On-Site Sewage Facilities must be immediately removed from service and legally abandoned.

Neither lot has been reviewed or approved for On-Site Sewage Facilities. No On-Site Sewage Facility shall be permitted or installed on either lot under this plat. A report with On-Site Sewage Facility review is required prior to any On-Site Sewage Facility being allowed on either lot.

Health Department Certification: I hereby certify that no On-Site Sewage Facilities may be installed on this property as long as this document/plat is in effect.

Registered, Senior, or Designated Representative
Collin County Development Services

SURVEYOR'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

I, Wayne C. Terry, Registered Professional Land Surveyor, licensed by the State of Texas, do hereby certify that this plat, assuming the herein-described property as LAYON SUBSTATION ADDITION, on addition to City of Lorton and Collin County, Texas, was prepared in accordance with the plotting rules and regulations of City of Lorton and Collin County, Texas.

WITNESS MY HAND this 11th day of March, 2022.

Wayne C. Terry, Registered Professional Land Surveyor
Registration No. 41154

My commission expires:
I am commissionaire for approval
I am commissionaire for construction

Chairman, Planning and Zoning Commission
City of Lorton, Texas
Approved for Construction:
Mayor, City of Lorton, Texas

Accepted:
Mayor, City of Lorton, Texas

The undersigned, the city secretary of the City of Lorton, Texas, hereby certifies that the foregoing final plat of the LAYON SUBSTATION ADDITION to the City of Lorton, TX was submitted to the city council on the date of August 11, 2022, and that the council has approved the plat and the water and sewer lines as shown and set forth in and upon said plat and said council further authorized the mayor to note the acceptance thereof by signing his or her name as hereinabove subscribed.

Witness my hand this 11th day of March, 2022
City Secretary, City of Lorton, Texas

My commission expires:
I am commissionaire for approval
I am commissionaire for construction

Chairman, Planning and Zoning Commission
City of Lorton, Texas
Approved for Construction:
Mayor, City of Lorton, Texas

Accepted:
Mayor, City of Lorton, Texas

The undersigned, the city secretary of the City of Lorton, Texas, hereby certifies that the foregoing final plat of the LAYON SUBSTATION ADDITION to the City of Lorton, TX was submitted to the city council on the date of August 11, 2022, and that the council has approved the plat and the water and sewer lines as shown and set forth in and upon said plat and said council further authorized the mayor to note the acceptance thereof by signing his or her name as hereinabove subscribed.

Witness my hand this 11th day of March, 2022
City Secretary, City of Lorton, Texas

LAYON SUBSTATION ADDITION
15.990 ACRES
(696, 526 SQ. FT.)

BEING A TRACT OF LAND IN THE COUNTY OF COLLIN COUNTY, TEXAS

March, 2022

Final Plat

Surveyor

rdello

RDCE Proj No. 2932-21

WAYNE C. TERRY, REGISTERED PROFESSIONAL LAND SURVEYOR
2000 E. I-17, SUITE 3400, FORT WORTH, TEXAS 76102
PHONE: 817-452-1712

April 1, 2022

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

Re: Lavon Substation Addition, 3 Lots, 15.990 Acres  
City of Lavon ETJ  
Final Plat

Dear Ms. Dobbs:

As requested, we have reviewed the revised Final Plat dated March 2022 and Construction Plans dated February 17, 2022 as prepared by R-Delta Engineers, Inc. for the above referenced property. This development is located within the City of Lavon ETJ at 17360 FM 2755. Our comments are as follows:

All previous comments on the Final Plat have been satisfactorily addressed. Statements as required by Collin County have been included on the Final Plat.

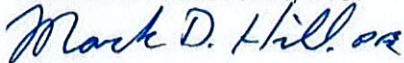
All previous comments on the Construction Plans have been satisfactorily addressed.

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

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

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

Sincerely,  
FREEMAN-MILLICAN, INC.



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

Cc: David Carter, Mike Jones, Danny Anthony, Frank A. Polma, P.E.

F:\17024 - LAV General Servies\9 - Review\Lavon Substation Add\Lavon Substation Addition - Final Plat - Rev 2.docx

March 16, 2022

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

Re: Lavon Substation Addition, 3 Lots, 15.990 Acres  
City of Lavon ETJ  
Final Plat

Dear Ms. Dobbs:

As requested, we have reviewed the revised Final Plat dated March 2022 as prepared by R-Delta Engineers, Inc. for the above referenced property. Civil Plans were previously reviewed as part of the Preliminary Plat submittal. Revisions have not been provided to date. This development is located within the City of Lavon ETJ at 17360 FM 2755. Our comments are as follows:

All previous comments on the Final Plat have been satisfactorily addressed.

This concludes our review of the above referenced revised Final Plat. Due to the nature of the civil plan comments, we can recommend approval by the P&Z at this time without the Civil Plans being revised. **We recommend APPROVAL of the Final Plat by the P&Z.**

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

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

Sincerely,  
FREEMAN-MILLICAN, INC.



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

Attachment

Cc: David Carter, Mike Jones, Danny Anthony, Frank A. Polma, P.E.

F:\17024 - LAV General Services\9 - Review\Lavon Substation Add\Lavon Substation Addition - Final Plat - Rev 1.docx

March 16, 2022

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

Re: Lavon Substation Addition, 3 Lots, 15.990 Acres  
City of Lavon ETJ  
Final Plat

Dear Ms. Dobbs:

As requested, we have reviewed the Final Plat dated March 2022 as prepared by R-Delta Engineers, Inc. for the above referenced property. Civil Plans were previously reviewed as part of the Preliminary Plat submittal. Revisions have not been provided to date. This development is located within the City of Lavon ETJ at 17360 FM 2755. Our comments are as follows:

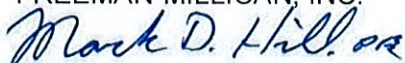
1. The Fire Marshal and Fire Chief have determined that a 24' fire lane is not required for this development.
2. We recommend the title block be modified to "City of Lavon ETJ, Collin County, Texas".
3. The Owner's Dedication should be updated to include City of Lavon ETJ and City of Lavon as appropriate (See markups).
4. The City Secretary signature block should be updated to reflect City of Lavon ETJ.

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

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

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

Sincerely,  
FREEMAN-MILLICAN, INC.



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

Attachment

Cc: David Carter, Mike Jones, Danny Anthony, Frank A. Polma, P.E.

F:\17024 - LAV General Servies\9 - ReviewLavon Substation Add\Lavon Substation Addition - Final Plat - Rev 0.docx



## CITY OF LAVON Agenda Brief

MEETING: April 5, 2022

ITEM: 8 - E

**Item:**

Discussion and action regarding a replat of Lavon Farms, Lots 45R-46R, 48R-53R, and 68XR, Block B consisting of 9.589 acres to relocate lot lines.

**Background Information**

- Owner(s):** Pacesetter Homes, Patricia Allen, Jason A.B. Sowell, Matthew Spenser, James Timothy VanHecke, Tina Marie VanHecke, Kaila Michelle Alba, Nicholas Alba, Danny Ruben Rodriguez, and Natalie Marie Rodriguez.
- Applicant:** Pacesetter Homes
- Location:** Homeowner Association open space in between and adjacent to residential properties on the north side of Maverick Court, Hawthorn Drive, and Whitewater Dr.
- Description:** Lavon Farms, Block A, Lots 45R-46R, 48R-53R, and 68XR  
585 White Water Dr., 202 Hawthorn Dr., 217 Maverick Ct., 225 Maverick Ct., 233 Maverick Ct., 245 Maverick Ct., 253 Maverick Ct., and 261 Maverick Ct.  
City of Lavon, Collin County, Texas
- Zoning:** Planned Development – Single Family (PD-SF)
- Request:** Replat – Amending Plat

**Request Details**

The owners and applicant propose a replat consisting of relocating lot lines on nine lots in Block B on nine (9) lots to transfer property from the open space lot to increase the size of the lots of eight residential property owners.

***Excerpts:***

**TEXAS LOCAL GOVERNMENT CODE  
§ 212.016 AMENDING PLAT**

(a) The municipal authority responsible for approving plats may approve and issue an amending plat, which may be recorded and is controlling over the preceding plat without vacation of that plat, if the amending plat is signed by the applicants only and is solely for one or more of the following purposes:

(9) to relocate one or more lot lines between one or more adjacent lots if:  
(A) the owners of all those lots join in the application for amending the plat;

(B) the amendment does not attempt to remove recorded covenants or restrictions; and

(C) the amendment does not increase the number of lots;

(b) Notice, a hearing, and the approval of other lot owners are not required for the approval and issuance of an amending plat.

The requirements of the Texas Local Government Code, Section 212.016, (a) have been satisfied. The replat conforms to the zoning and Comprehensive Plan.

The proposed replat does not affect the installed public infrastructure.

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

**MOTION: RECOMMEND APPROVAL OF THE REPLAT OF LAVON FARMS, LOTS 45R-46R, 48R-53R, AND 68XR, BLOCK B CONSISTING OF 9.589 ACRES TO RELOCATE LOT LINES.**

MOTION MADE: TIEGS

SECONDED: SMITH

APPROVED: UNANIMOUS (Absent: Bedell, Nabors)

***Staff Notes:***

The proposed replat was reviewed by the staff and the City Engineer and approval is recommended.

- Attachments:**
1. Application and Proposed Replat
  2. Location Exhibits
  3. Engineer's correspondence



# CITY OF LAVON

P.O. Box 340, School Rd. Lavon, TX 75166  
Office 972-843-4220 – Inspection 972-853-0855

## PLAT APPLICATION

Incomplete applications will not be accepted.

Company Making Submission	Property Owner
Name: <u>PACE SETTER HOMES</u>	Name: <u>PACESETTER HOMES</u>
Address: <u>6450 TPC DR., Ste. 350</u>	Address: <u>6450 TPC DR., Ste. 350</u>
City/State/Zip: <u>MCKINNEY, TX 75070</u>	City/State/Zip: <u>MCKINNEY, TX 75070</u>
Phone #: <u>469-712-7403</u> Fax #: _____	Phone #: <u>469-712-7403</u> Fax #: _____
Authorized Person: <u>ERIC ZIMMERMANN</u>	Authorized Person: <u>ERIC ZIMMERMANN</u>

Type of Submission	Date	Check List of Items Submitted
<input type="checkbox"/> Preliminary Plat		<input type="checkbox"/> (two) full size sets of plats (24x36)
<input type="checkbox"/> Final Plat		<input type="checkbox"/> (two) full size construction sets (24x36)
<input type="checkbox"/> Re-Submittal		<input type="checkbox"/> (one) half size sets of plats (11x17)
<input type="checkbox"/> Construction Plans		<input type="checkbox"/> (ten) half size sets of plats with final submission (11x17)
<input checked="" type="checkbox"/> Other <u>R6PLAT</u>		<input type="checkbox"/> (one) PDF plats (on separate CD's)
		<input type="checkbox"/> (one) PDF construction plans (can be included on plat CD)

Application Fees	
Preliminary Plat	Per Fee Schedule
Final Plat	Per Fee Schedule
Re-Plat	Per Fee Schedule
Public Infrastructure Inspection	Per Fee Schedule

C\* Costs shall include the actual costs to the City plus a 10 percent administrative fee. These fees shall be in addition to the permit fee required.

D\* To complete the plat please sign up as a collaborator in the MyGov system [https://public.mygov.us/lavon\\_tx](https://public.mygov.us/lavon_tx) request access to the City of Lavon. Make a new request for the plat and download these forms along with plans.

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

Authorized Representative (Printed Name) <u>ERIC ZIMMERMANN</u>	Authorized Representative (Signature) <u>[Signature]</u>	Date: <u>3/10/22</u>
--	---	-------------------------

To be completed by the City

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

Comments: \_\_\_\_\_

**RECEIVED**

MAR 10 2022

CITY OF LAVON



**CITY OF LAVON**

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

**PLAT APPLICATION**

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

**Authorization of Representation**

Date: 3/10/22

To the City of Lavon  
Collin County, Texas

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

*Eric Zimmerman*  
Signature (Owner)

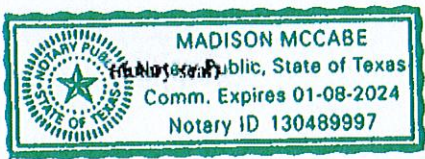
*Blake Friesenhahn*  
Signature (Owner)

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

The State of Texas  
County of Collin

Before me, the undersigned authority, appeared Eric Zimmermann Blake Friesenhahn  
on this the 10 day of March, 20 22.

*Madison McCabe*



Notary Public in and for State of Texas County, Texas



**CITY OF LAVON**

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

**PLAT APPLICATION**

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

**Declaration of Ownership**

Date: 3/10/22

To the City of Lavon  
Collin County, Texas

This letter will serve as notice that I/we, PACE SETTGR HOMES, 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.

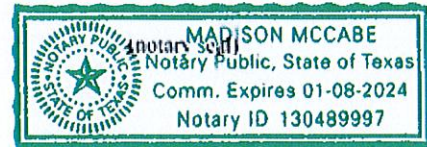
*Eric Zimmermann*  
Signature (Owner)

*Blake Friesenhahn*  
Signature (Owner)

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

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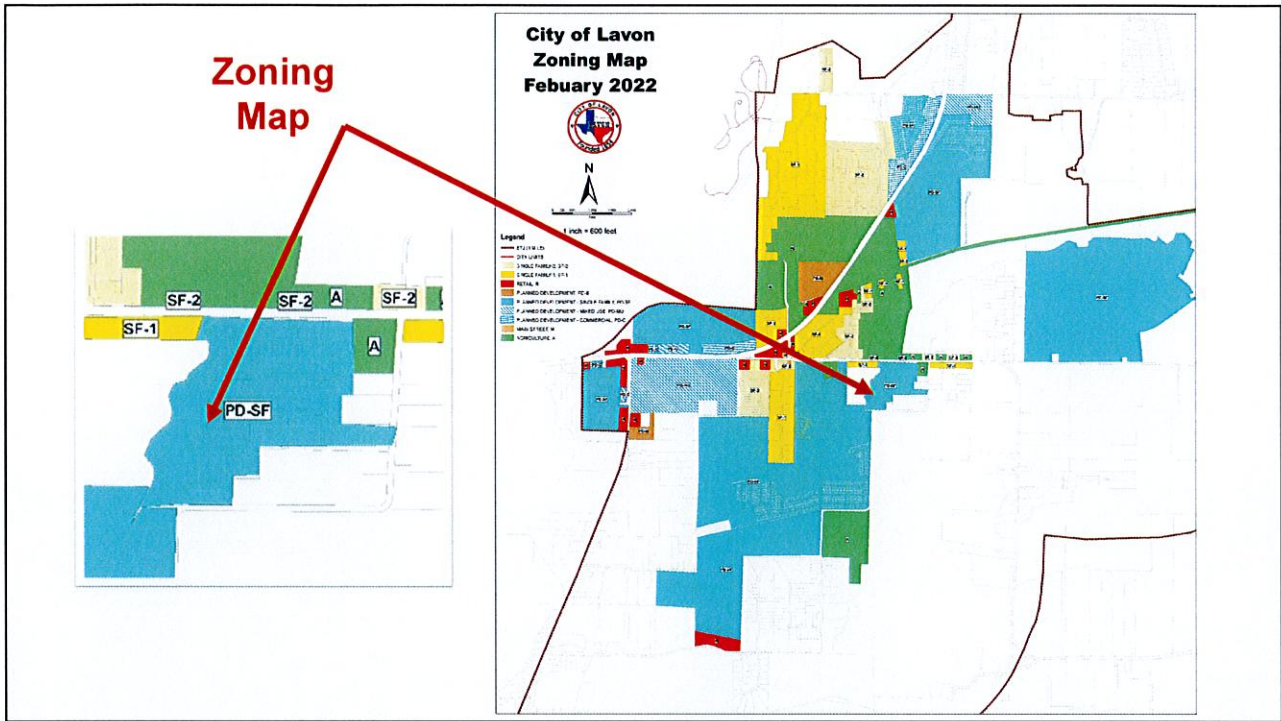


*Madison McCabe*

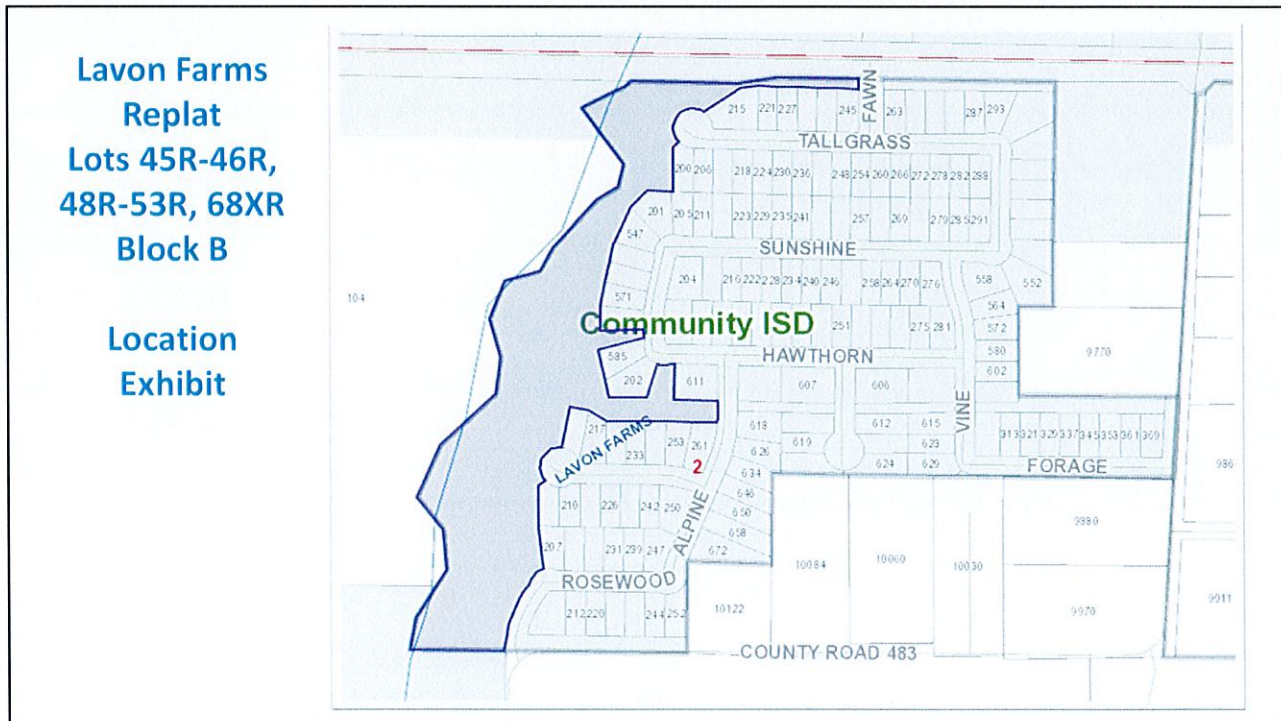
Notary Public in and for State of Texas County, Texas







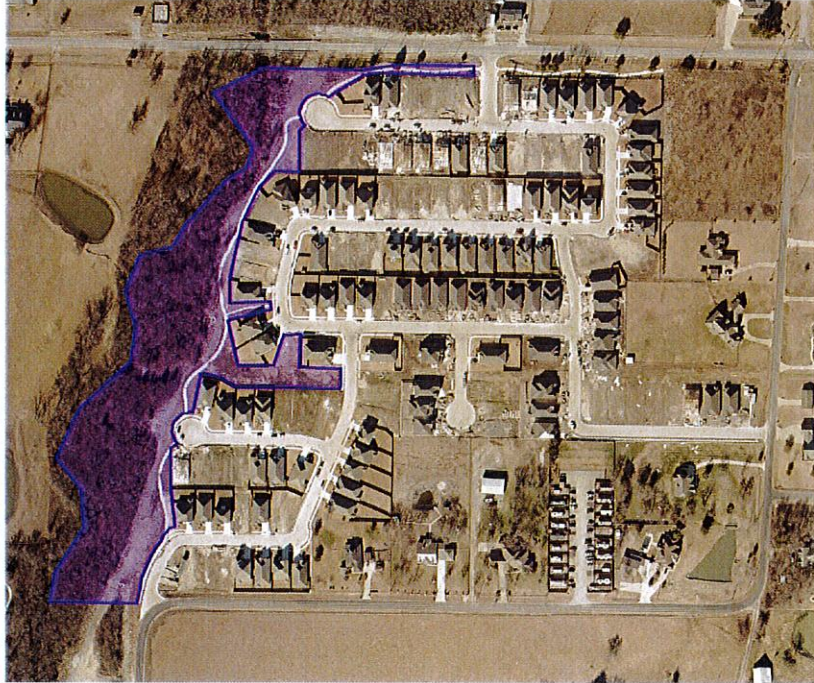
29



30

**Lavon Farms  
Replat  
Lots 45R-46R,  
48R-53R, 68XR  
Block B**

**Location  
Exhibit**





March 16, 2022

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

Re: Lavon Farms, 8 Residential Lots, 1 Common Area Lot, 9.589 Acres  
City of Lavon  
Replat – Lots 45R-46R, 48R-53R, 68XR

Dear Ms. Dobbs:

As requested, we have reviewed the Replat dated March 9, 2022 as prepared by R.C. Myers Surveying, LLC for the above referenced property. Our comments are as follows:

General

1. This Replat consists of the removal of a portion of Lot 68X and transferring to the lots listed above.
2. No Public Improvements are proposed as a result of the property line adjustments. Fencing for the modified residential lots will be provided.

Replat

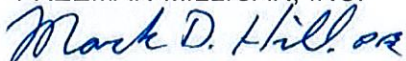
3. The arc length for curve C6 differs between the table and legal description.

This concludes our review of the above referenced Replat. **We recommend APPROVAL of the Replat subject to correction as noted above.**

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

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

Sincerely,  
FREEMAN-MILLICAN, INC.



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

Attachment

Cc: David Carter, Mike Jones, Danny Anthony

F:\17024 - LAV General Servies\9 - ReviewLavon Farms\Lavon Farms - 45R-46R 48R-53R 68XR - Replat - Rev 0.docx





# CITY OF LAVON

## Agenda Brief

MEETING: April 5, 2022

ITEM: 8 - F

**Item:**

Discussion and action regarding a replat of Lavon Farms, Lots 22R-1 – 26R-1, Block A, consisting of 0.667 acres to relocate lot lines.

**Background Information**

**Owner(s):** Pacesetter Homes

**Applicant:** Pacesetter Homes

**Location:** 305 Forage Drive, 313 Forage Drive 321, Forage Drive 329, Forage Drive, and 337 Forage Drive west of the intersection of Forage and CR 483

**Description:** Lavon Farms, Block A, Lots 22R-1 - 26R-1  
City of Lavon, Collin County, Texas

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

**Request:** Replat – Amending Plat

**Request Details**

In June 2020, a replat was approved that shifted the lot lines of nine lots in Block A consisting of Lots 22 through 30 that front Forage Drive. The lot lines of Lots 22-30 were shifted to the west to increase the width of the pad site on Lot 30. Pacesetter Homes, the owner of Lots 22R – 26R has now submitted a request to shift the lot lines back to the east to their original location. None of the lots proposed to be replatted are owned or occupied by residents.

***Excerpts:***

**TEXAS LOCAL GOVERNMENT CODE  
§ 212.016 AMENDING PLAT**

(a) The municipal authority responsible for approving plats may approve and issue an amending plat, which may be recorded and is controlling over the preceding plat without vacation of that plat, if the amending plat is signed by the applicants only and is solely for one or more of the following purposes:

(9) to relocate one or more lot lines between one or more adjacent lots if:

(A) the owners of all those lots join in the application for amending the plat;

(B) the amendment does not attempt to remove recorded covenants or restrictions; and

(C) the amendment does not increase the number of lots;

(b) Notice, a hearing, and the approval of other lot owners are not required for the approval and issuance of an amending plat.

The proposed replat results in nonconforming area requirements on Lot 26R. The Board of Adjustment is scheduled to consider an application from Pacesetter Homes for variances to Ordinance No. 2017-09-01, as amended, that established the Lavon Farms Planned Development, Section 7(B)(2) to permit a lot size of 5,423 SF that is 77 SF less than the minimum lot size of 5,500 SF and to Section 7 (B) Table 1: Lot Dimensional Requirements to permit a Lot Width of 49.3' that is 0.7' or 8.4 inches less than the Minimum Lot Width of 50' and to permit a 4.4' Side Yard Setback that is 0.6' or 4.8 inches less than the Minimum Side Yard Setback of 5' on Block A, Lot 26R, Lavon Farms, (CCAD# 2821284) at 337 Forage, west of the intersection of Forage Dr. and CR 483, Lavon, TX.

The proposed replat was reviewed by the staff and the City Engineer and satisfies the requirements of the Texas Local Government Code, Section 212.016, (a). The proposed replat does not affect the installed public infrastructure.

With approval of the requested variance, the replat conforms to the zoning.

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

**MOTION: RECOMMEND APPROVAL OF THE REPLAT OF LAVON FARMS, LOTS 22R-1 – 26R-1, BLOCK A, CONSISTING OF 0.667 ACRES FRONTING FORAGE DR. TO RELOCATE LOT LINES SUBJECT TO THE BOARD OF ADJUSTMENT ACTION AND CITY ENGINEERS APPROVAL.**

MOTION MADE: SMITH  
SECONDED: TIEGS  
APPROVED: UNANIMOUS (Absent: Bedell, Nabors)

***Staff Notes:***

Approval is recommended subject to approval of the pending variance request.

- Attachments:**
1. Application and Proposed Replat
  2. Location Exhibits
  3. Engineer's correspondence



# CITY OF LAVON

P.O. Box 340, School Rd. Lavon, TX 75166  
Office 972-843-4220 – Inspection 972-853-0855

## PLAT APPLICATION

Incomplete applications will not be accepted.

<b>Company Making Submission</b>			<b>Property Owner</b>		
Name: <u>PACESETTER HOMES</u>			Name: <u>PACESETTER HOMES</u>		
Address: <u>6450 TPC DR., Ste. 350</u>			Address: <u>6450 TPC DR. Ste. 350</u>		
City/State/Zip: <u>MCKINNEY / TX / 75070</u>			City/State/Zip: <u>MCKINNEY / TX / 75070</u>		
Phone #: <u>469-712-7403</u>		Fax #: _____	Phone #: <u>469-712-7403</u>		Fax #: _____
Authorized Person: <u>ERIC ZIMMERMANN</u>			Authorized Person: <u>ERIC ZIMMERMANN</u>		
<b>Type of Submission</b>			<b>Date</b>		
<input type="checkbox"/> Preliminary Plat					
<input type="checkbox"/> Final Plat					
<input type="checkbox"/> Re-Submittal					
<input type="checkbox"/> Construction Plans					
<input checked="" type="checkbox"/> Other <u>REPLAT</u>					
<b>Check List of Items Submitted</b>					
<input type="checkbox"/> (two) full size sets of plats (24x36)					
<input type="checkbox"/> (two) full size construction sets (24x36)					
<input type="checkbox"/> (one) half size sets of plats (11x17)					
<input type="checkbox"/> (ten) half size sets of plats with final submission (11x17)					
<input type="checkbox"/> (one) PDF plats (on separate CD's)					
<input type="checkbox"/> (one) PDF construction plans (can be included on plat CD)					
<b>Application Fees</b>					
Preliminary Plat		Per Fee Schedule			
Final Plat		Per Fee Schedule			
Re-Plat		Per Fee Schedule			
Public Infrastructure Inspection		Per Fee Schedule			
<p><b>C* Costs shall include the actual costs to the City plus a 10 percent administrative fee. These fees shall be in addition to the permit fee required.</b></p> <p><b>D* To complete the plat please sign up as a collaborator in the MyGov system <a href="https://public.mygov.us/lavon_tx">https://public.mygov.us/lavon_tx</a> request access to the City of Lavon. Make a new request for the plat and download these forms along with plans.</b></p>					
<p><b>NOTICE TO APPLICANT:</b> Any approval will be issued based on the information furnished in this application and on any submitted plats. It is subject to the provisions and requirements of the City of Lavon Code of Ordinances and any other applicable ordinances of the City, regardless of information and/or plans submitted.</p>					
Authorized Representative (Printed Name)		Authorized Representative (Signature)			Date:
<u>ERIC ZIMMERMANN</u>		<u>[Signature]</u>			<u>3/8/22</u>
<b>To be completed by the City</b>					
In Takers Name:					
In takers Review Date:	PW Review Date:	COO.Review Date:	Engineer Review Date:	P&Z Review Date:	Council Action Date:
<input type="checkbox"/> Accepted	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved
<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected
Comments:					

RECEIVED

www.cityoflavon.com

MAR 10 2022

CITY OF LAVON



**CITY OF LAVON**

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

**PLAT APPLICATION**

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

**Declaration of Ownership**

Date: 3/8/22

To the City of Lavon  
Collin County, Texas

This letter will serve as notice that I/we, PACESETTER HOMES, 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.

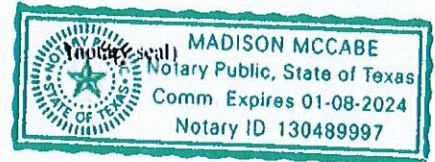
Eric Zimmermann  
Signature (Owner)

Blake Friesenhahn  
Signature (Owner)

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

The State of Texas  
County of Collin

Before me, the undersigned authority, appeared Blake Friesenhahn + Eric Zimmermann  
on this the 8 day of March, 2022.



Madison McCabe

Notary Public in and for State of Texas County, Texas



**CITY OF LAVON**

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

**PLAT APPLICATION**

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

**Authorization of Representation**

Date: 3/8/22

To the City of Lavon  
Collin County, Texas

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

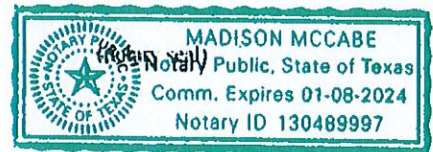
Signature (Owner)

Signature (Owner)

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

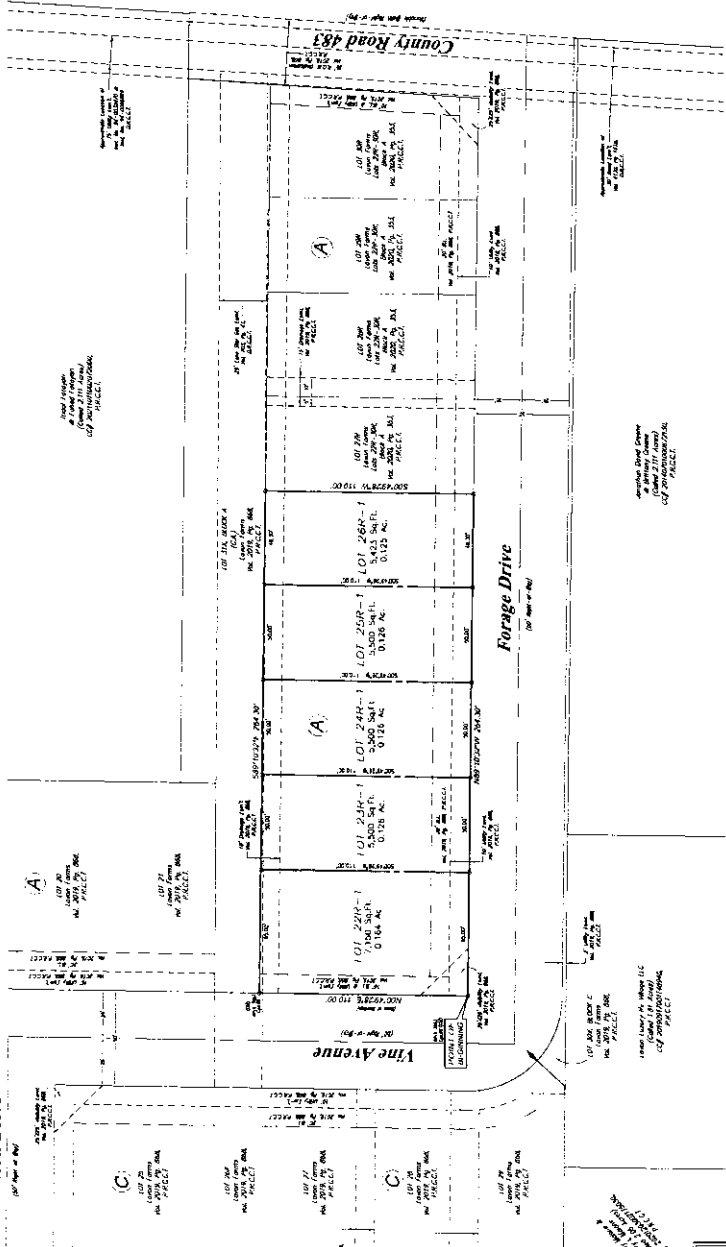
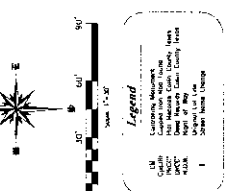
The State of Texas  
County of Collin

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Notary Public in and for State of Texas County, Texas

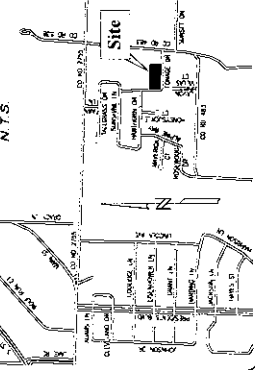
**Hawthorn Drive**



**GENERAL NOTES**

1. SELLING OUT A PORTION OF THIS ADDITION BY METES AND BOUNDS. THE UNDIVIDED CHANGES TO THE ORIGINAL PLAT AND IS SUBJECT TO THE S AND M HOLDING OF UNLITES AND BUILDING PERMITS.
2. Approval of this plat does not imply any liability for the City of Landon should any lots or streets prove a nuisance due to impacts of jurisdictional authority by others.
3. No part of the subject property lies within a Special Flood Hazard Area as shown on the Flood Insurance Rate Map for Galia County, Landon and Incorporated Areas dated June 2, 2009 (Form 1).
4. Source meeting per Landon Terms, Lots 274-1, Block A, as recorded in Volume 2020, Page 551, of the Plat Records of Galia County, Landon.

**VICINITY MAP**  
N.T.S.



**STATE OF OHIO**  
COUNTY OF COLON

WITNESSETH, that the within and above described plat, with its subdivisions, lots, and other contents, was duly authorized and approved by the Board of Commissioners of the City of Landon, Ohio, on this 27th day of August, 2022.

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**DETAILS, LEGEND**

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**Replat**  
**Landon Farms**  
**Lots 228-1 - 268-1, Block A**  
**29,073 Sq.Ft. / 0.667 ACRES**  
Zoned: PD-SF  
Being a replat of Landon Farms  
Lots 228-1 - 268-1, Block A  
recorded in Volume 2020, Page 553, P.R.C.C.T.  
Drury Origin Survey, Abstr. No. 2  
March 2022



Not For Recording  
F.L. Brummett, Jr.  
Registered Professional  
Land Surveyor No. 4951

STATE OF OHIO  
COUNTY OF COLON  
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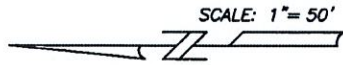
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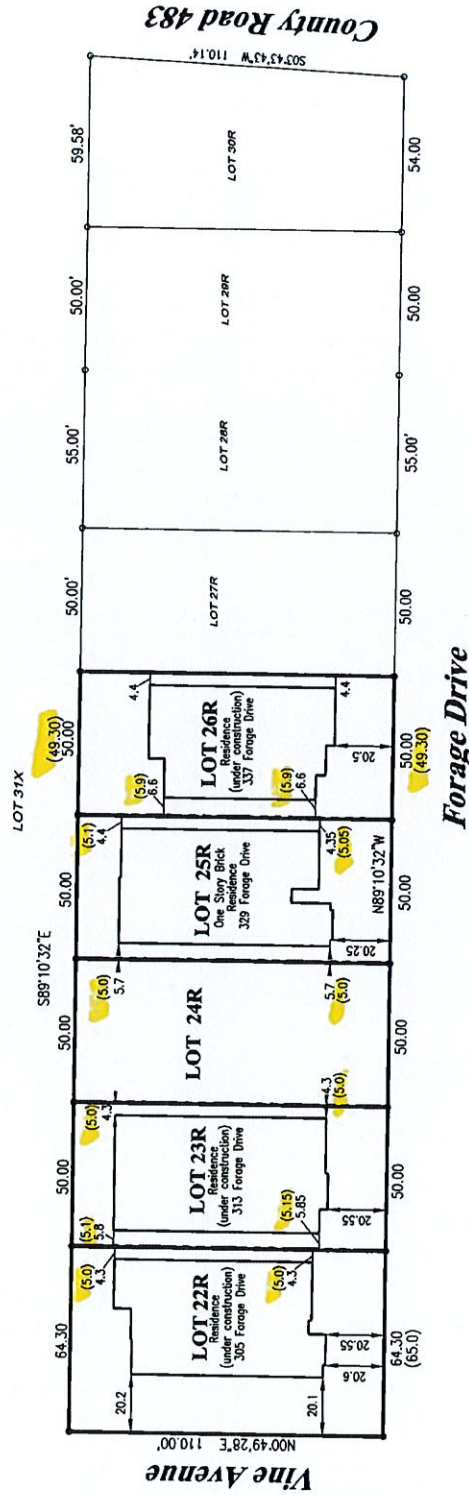
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COUNTY OF COLON  
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Lot dimensions and resulting revised building ties in parenthesis are per the proposed replat of Lots 22R-26R, Block A

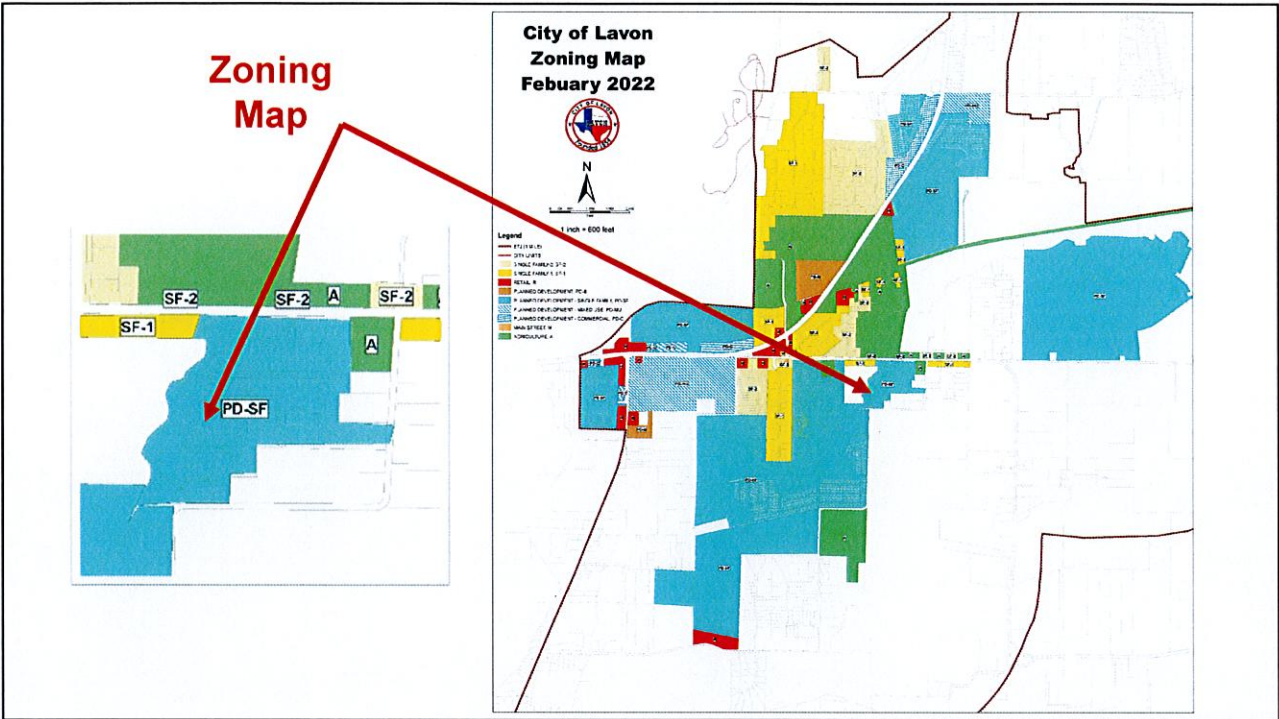


Proposed Replat Exhibit  
 Lots 22R - 30R  
**Replat Lavon Farms**  
 Lots 22R-30R, Block A  
 Volume 2020, Page 353  
 City of Lavon, Collin County  
 March 7, 2022

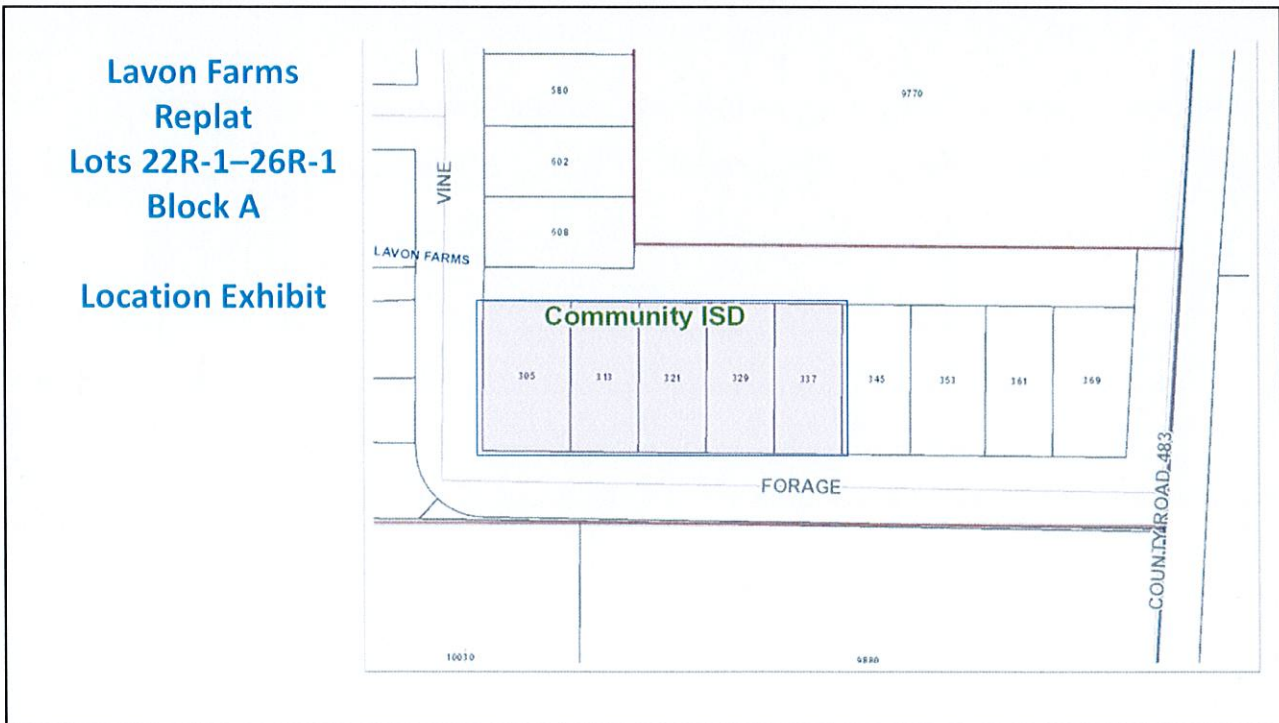
Note: Building Lines, Easements and all existing improvements are not shown. The purpose of the exhibit is to show the location of the residential structures on Lots 22R-30R, Block A.



**Roome**  
 Land Surveying  
 2000 Avenue G, Suite 810  
 Plano, Texas 75074  
 Phone (972) 423-4372 / Fax (972) 423-7523  
 www.roomesurveying.com / Firm No. 10013100



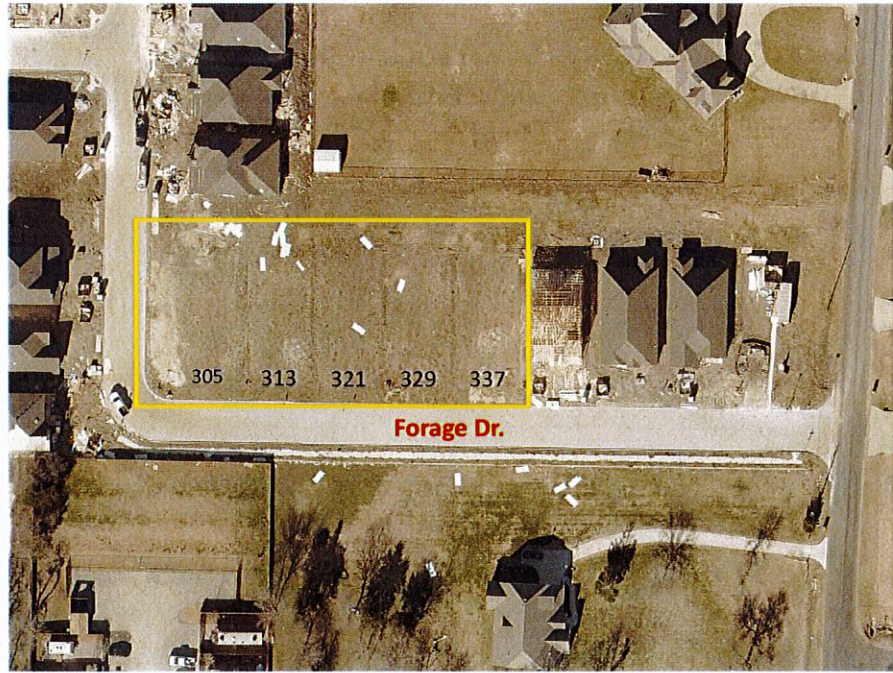
35



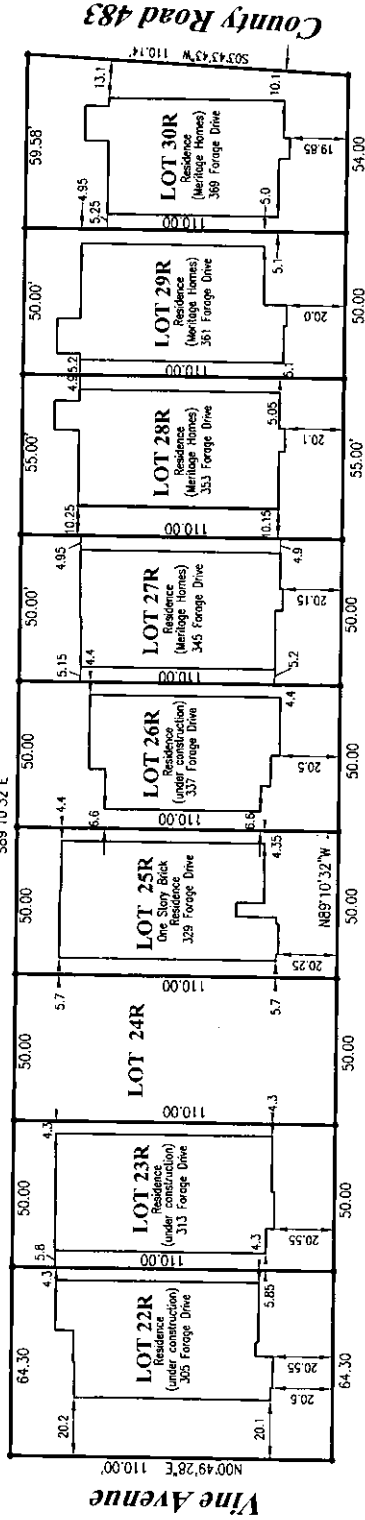
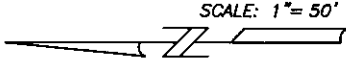
36

Lavon Farms  
Replat  
Lots 22R-1 – 26R-1  
Block A

Location Exhibit







**Roome**  
Land Surveying



2000 Avenue G, Suite 810  
Plano, Texas 75074  
Phone (972) 423-4372 / Fax (972) 423-7523  
www.roomesurveying.com / Firm No. 10013100

Note: Building Lines, Easements and all existing improvements are not shown. The purpose of the exhibit is to show the location of the residential structures on Lots 22R-30R, Block A.

*Building Location Exhibit*  
*Lots 22R - 30R*  
**Replat Lavon Farms**  
*Lots 22R-30R, Block A*  
*Volume 2020, Page 353*  
*City of Lavon, Collin County*  
*February 28, 2022*

March 16, 2022

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

Re: Lavon Farms, 5 Residential Lots, 0.667 Acres  
City of Lavon  
Replat – Lots 22R-1 – 26 R-1

Dear Ms. Dobbs:

As requested, we have reviewed the Replat dated March 2022 as prepared by Roome Land Surveying for the above referenced property. Our comments are as follows:

General

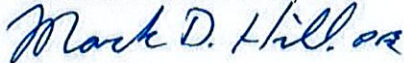
1. The purpose of this Replat is move common lot lines of the referenced lots to better fit field conditions.
2. Lot 26R-1 will have a lot width of 49.30 feet and 5,423 sq. ft area. This does not conform to the PD Ordinance (2017-09-01).
3. No Public Improvements are proposed as a result of the property line adjustments.

This concludes our review of the above referenced Replat. **We recommend APPROVAL of the Replat.**

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

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

Sincerely,  
FREEMAN-MILLICAN, INC.



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

Attachment

Cc: David Carter, Mike Jones, Danny Anthony

F:\17024 - LAV General Servies\9 - Review\Lavon Farms\Lavon Farms - 22R1 - 26R1 - Replat - Rev 0.docx



# CITY OF LAVON

## Agenda Brief

MEETING: April 5, 2022

ITEM: 8 - G

**Item:**

Discussion and action regarding the replat of the Heritage East “A”, Phase 1 Addition to adjust lot lines on Tract A, Block A and to incorporate 5.1 acres of land in the Drury Anglin Survey, Abstract No. 2, Tract 76 at 500 S. Main Street and 501 Lincoln Ave., Lavon, Collin County, TX, (CCAD Property IDs 1250005 and 2610853).

**Application Information**

- Owner(s):** City of Lavon
- Applicant:** City of Lavon
- Location:** Southeast of intersection of Main St. (Bus. 78) and McClendon Rd.
- Description:** 500 S. Main St., Lavon, TX  
Drury Anglin Survey, Abstract 2, Sheet 3, Tr. 76, 5.1 acres  
(CCAD Property ID 1250005))
- Current Zoning:** Main Street (M) and Planned Development (PD)
- Request:** Replat to join the properties

**Request Details**

The applicant has proposed a replat consisting of relocating lot lines on two parcels to join the City-owned properties into a single site. The current and intended use of the site is for municipal services including police, fire and public works.

***Excerpts:***

**TEXAS LOCAL GOVERNMENT CODE  
§ 212.016 AMENDING PLAT**

(a) The municipal authority responsible for approving plats may approve and issue an amending plat, which may be recorded and is controlling over the preceding plat without vacation of that plat, if the amending plat is signed by the applicants only and is solely for one or more of the following purposes:

- (9) to relocate one or more lot lines between one or more adjacent lots if:
  - (A) the owners of all those lots join in the application for amending the plat;

- (B) the amendment does not attempt to remove recorded covenants or restrictions; and
- (C) the amendment does not increase the number of lots;
- (b) Notice, a hearing, and the approval of other lot owners are not required for the approval and issuance of an amending plat.

The replat does not necessitate any change to the existing public infrastructure. The requirements of the Texas Local Government Code, Section 212.016, (a) have been satisfied. The replat conforms to the zoning and Comprehensive Plan.

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

**MOTION: RECOMMEND APPROVAL OF THE REPLAT OF THE HERITAGE EAST “A”, PHASE 1 ADDITION TO ADJUST LOT LINES ON TRACT A, BLOCK A AND TO INCORPORATE 5.1 ACRES OF LAND IN THE DRURY ANGLIN SURVEY, ABSTRACT NO. 2, TRACT 76 AT 500 S. MAIN STREET AND 501 LINCOLN AVE., LAVON, COLLIN COUNTY, TX.**

MOTION MADE: SMITH  
SECONDED: TIEGS  
APPROVED: UNANIMOUS (Absent: Bedell, Nabors)

***Staff Notes:***

Approval is recommended.

- Attachments:**
- 1. Application and Proposed Replat
  - 2. Location Exhibits




## CITY OF LAVON

P.O. Box 340, School Rd. Lavon, TX 75166  
Office 972-843-4220 – Inspection 972-853-0855

### PLAT APPLICATION

Incomplete applications will not be accepted.

<b>Company Making Submission</b>			<b>Property Owner</b>		
Name: <u>City of Lavon</u>			Name: <u>City of Lavon</u>		
Address: <u>P.O. Box 340</u>			Address: <u>P.O. Box 340</u>		
City/State/Zip: <u>Lavon, TX 75166</u>			City/State/Zip: <u>Lavon, TX 75166</u>		
Phone #: <u>972-843-4220</u>		Fax #: _____	Phone # <u>972-843-4220</u>		Fax # _____
Authorized Person: <u>Vicki Sanson, Mayor</u>			Authorized Person: <u>Vicki Sanson, Mayor</u>		
<b>Type of Submission</b>		<b>Date</b>	<b>Check List of Items Submitted</b>		
<input type="checkbox"/> Preliminary Plat			<input type="checkbox"/> (two) full size sets of plats (24x36)		
<input type="checkbox"/> Final Plat			<input type="checkbox"/> (two) full size construction sets (24x36)		
<input type="checkbox"/> Re-Submittal			<input type="checkbox"/> (one) half size sets of plats (11x17)		
<input type="checkbox"/> Construction Plans			<input type="checkbox"/> (ten) half size sets of plats with final submission (11x17)		
<input checked="" type="checkbox"/> Other <u>Replat</u>			<input type="checkbox"/> (one) PDF plats (on separate CD's)		
			<input type="checkbox"/> (one) PDF construction plans (can be included on plat CD)		
<b>Application Fees</b>					
Preliminary Plat		Per Fee Schedule			
Final Plat		Per Fee Schedule			
Re-Plat		Per Fee Schedule			
Public Infrastructure Inspection		Per Fee Schedule			
<p><b>C* Costs shall include the actual costs to the City plus a 10 percent administrative fee. These fees shall be in addition to the permit fee required.</b></p> <p><b>D* To complete the plat please sign up as a collaborator in the MyGov system <a href="https://public.mygov.us/lavon tx">https://public.mygov.us/lavon tx</a> request access to the City of Lavon. Make a new request for the plat and download these forms along with plans.</b></p>					
<p><b>NOTICE TO APPLICANT:</b> Any approval will be issued based on the information furnished in this application and on any submitted plats. It is subject to the provisions and requirements of the City of Lavon Code of Ordinances and any other applicable ordinances of the City, regardless of information and/or plans submitted.</p>					
Authorized Representative (Printed Name) <u>Vicki Sanson</u>		Authorized Representative (Signature) 			Date: <u>03-17-2022</u>
<b>To be completed by the City</b>					
In Takers Name:					
In takers Review Date:	PW Review Date:	COO Review Date:	Engineer Review Date:	P&Z Review Date:	Council Action Date:
<input type="checkbox"/> Accepted	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved
<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected
Comments:					









## CITY OF LAVON Agenda Brief

MEETING: April 5, 2022

ITEM: 8 - H

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**Item:**

Discussion and action regarding Resolution No. 2022-04-03 accepting a Petition Requesting Annexation by Area Landowners for the voluntary annexation of approximately 79.312 acres of land described as part of the Drury Anglin Survey, Abstract No. 2 situated in Collin County within the extraterritorial jurisdiction of and adjacent to the City of Lavon, Texas into the corporate limits of the City of Lavon, and approving and authorizing the Mayor to execute a Municipal Services Agreement with the landowners for the purpose of offering municipal services to the property; calling for a public hearing; and providing an effective date.

**Background:**

The landowner of the approximately 79.312 acres of property referred to as the Future Business Park area of Section 3 of the Elevon development project adjacent to and in the extraterritorial jurisdiction (ETJ) of the City of Lavon submitted a petition for the voluntary annexation of the property into the City.

The annexation petition is submitted in accordance with terms of a development agreement between the landowners and the City. 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.

***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, the governing body of the municipality must conduct one public hearing.

(c) During the public hearing, the governing body:

- (1) must provide persons interested in the annexation the opportunity to be heard; and
- (2) may adopt an ordinance annexing the area.

(d) The municipality must post notice of the hearing on the municipality's Internet website if the municipality has an Internet website and publish notice of the hearing in a newspaper of general circulation in the municipality and in the area proposed for annexation. The notice for the hearing must be:

- (1) published at least once on or after the 20th day but before the 10th day before the date of the hearing; and
- (2) posted on the municipality's Internet website on or after the 20th day but before the 10th day before the date of the hearing and must remain posted until the date of the hearing.

The landowner has agreed to and executed a Municipal Services Agreement that sets out the provision of municipal services to the annexed area. The property is located in the Abston Hills MUD 1-C. As is provided in the development agreement, the developer will disannex the property from the utility district upon annexation and satisfaction of certain other conditions.

The City Council may direct that a public hearing be scheduled for the regular meeting on April 19, 2022. Per state law, upon completion of the prescribed public notice and public hearing, the annexation ordinance may be adopted on April 19, 2022.

An application for a zoning change from temporary Agricultural (A) to Planned Development (PD) has been submitted and is being processed. The application is consistent with the Comprehensive Plan and Future Land Use Plan.

**Financial Implication:**

It is anticipated that the costs related to the provision of services to the property can be accomplished within current budget parameters and with the provisions of the development agreement. The property will be subject to the same taxes and fees that are applicable within the city.

**Staff Notes:**

Approval is recommended.

- Attachments:**
1. Proposed Resolution including Petition for Annexation from Landowners and Municipal Services Agreement
  2. Location Exhibit
  3. Voluntary Annexation Timeline

**CITY OF LAVON**

**RESOLUTION NO. 2022-04-03**

Petition for annexation of 79.312 acres – Elevon

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, ACCEPTING A PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS FOR THE VOLUNTARY ANNEXATION OF APPROXIMATELY 79.312 ACRES OF LAND DESCRIBED AS PART OF THE DRURY ANGLIN SURVEY, ABSTRACT NO. 2 SITUATED IN COLLIN COUNTY WITHIN THE EXTRATERRITORIAL JURISDICTION OF AND ADJACENT TO THE CITY OF LAVON, TEXAS INTO THE CORPORATE LIMITS OF THE CITY OF LAVON, AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MUNICIPAL SERVICES AGREEMENT WITH THE LANDOWNERS FOR THE PURPOSE OF OFFERING MUNICIPAL SERVICES TO THE PROPERTY; CALLING FOR A PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the owner of a certain property located within Collin County, Texas, has petitioned the City of Lavon, Texas, (the “City”), a Type A, General Law City, for voluntary annexation of said property, more particularly described in the Petition Requesting Annexation by Area Landowners attached as Exhibit “A” hereto (the “Subject Property”), into the corporate limits of the City; and

**WHEREAS**, the Subject Property is in the extraterritorial jurisdiction of the City and the property owner of the Subject Property, (the “Owners”), has made application for annexation; and

**WHEREAS**, the City and Owner desire to enter into a Municipal Services Agreement pursuant to Section 43.0672 of the Texas Local Government Code to address the provision of municipal services to be offered to the Owner’s 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; and

**WHEREAS**, before the City may adopt an ordinance annexing property under Chapter 43 of the Texas Local Government Code, the City Council must conduct a public hearing to provide persons interested in the annexation the opportunity to be heard.

**WHEREAS**, after review and consideration of such requests and petition of the Owners for annexation, the City Council finds that the Subject Property may be annexed pursuant to §43.0671 of the Texas Local Government Code; and,

**WHEREAS**, the petitioners have agreed and consented to the annexation of the Subject Property by the City and further agree to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

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

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Proceedings.** The Petition Requesting Annexation by Area Landowners for annexation of the Subject Property shown in Exhibit "A", and the Municipal Services Agreement, including the draft services plan shown in Exhibit "B", are hereby accepted and the Mayor is authorized to execute the Municipal Services Agreement. A public hearing has been set for the date of April 19, 2022. Notice of such hearing shall be published and posted and the hearing shall be open to the public to accept public comment on the annexation request.

**Section 3. Severability.** Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

**Section 4. Open Meetings.** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chap.551, Tex. Gov't. Code.

**DULY PASSED and APPROVED** by the City Council of the City of Lavon, Texas, on the 5<sup>h</sup> day of April 2022.

---

Vicki Sanson  
Mayor

**ATTEST:**

---

Rae Norton  
City Secretary

**Exhibit "A"**

**PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS**

**PETITION REQUESTING ANNEXATION BY AREA LANDOWNER(S)**

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

Pursuant to Texas Local Government Code, Section 43.0671, the undersigned owner(s) 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**

*Insert or attach a legal description of the property, including the metes and bounds*

I/We certify that the above-described tract of land is located in the extraterritorial jurisdiction of the City of Lavon, Texas and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

**PETRO HUNT, LLC,**  
a Texas limited liability company

By: *B.W. Hunt*  
Name: *B.W. HUNT*  
Title: *PRESIDENT*

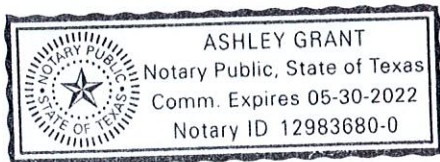
THE STATE OF TEXAS

COUNTY OF *Dallas*

BEFORE ME, the undersigned authority, on this day personally appeared *B.W. Hunt* known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this *7th* day of *March*, 20*22*.

*Ashley Grant*  
Notary Public in and for  
*Dallas* County, Texas.



RECEIVED  
MAR 15 2022  
CITY OF LAVON

## EXHIBIT A

### LEGAL DESCRIPTION

Being a parcel of land located in Collin County, Texas, a part of the Drury Anglin Survey, Abstract Number 2, and being a part of that called Tract One – 80.324 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5569, Page 2651, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a point for corner in the south line of said 80.324 acre tract, said point also being the southwest corner of that called 1.00 acre tract of land described in deed to Craig Gorsuch and Zandra Gorsuch as recorded in Document Number 20191125001502520, Official Public Records of Collin County, Texas;

THENCE North 89 degrees 04 minutes 31 seconds West, 1081.65 feet to the southwest corner of said 80.324 acre tract;

THENCE along the west line of said 80.324 acre tract as follows:

North 01 degrees 17 minutes 28 seconds East, 1296.52 feet to a point for corner;

North 01 degrees 08 minutes 04 seconds East, 1381.25 feet to a point for corner, said point being the northwest corner of said 80.324 acre tract, said point also being in the south right-of-way line of Farm-to-Market Highway Number 2755;

THENCE along the north and east line of said 80.324 acre tract and along the south and west right-of-way line of Farm-to-Market Highway Number 2755 as follows:

South 89 degrees 24 minutes 15 seconds East, 650.11 feet to a point for corner;

Southeasterly, 1221.78 feet along a curve to the right having a central angle of 90 degrees 30 minutes 00 seconds, a radius of 773.51 feet, a tangent of 780.29 feet, and whose chord bears South 44 degrees 09 minutes 15 seconds East, 1098.67 feet to a point for corner;

South 01 degrees 05 minutes 45 seconds West, 378.73 feet to a point for corner;

THENCE continuing along the east line of said 80.324 acre tract as follows:

North 88 degrees 48 minutes 59 seconds West, 610.31 feet to a point for corner;

South 01 degrees 11 minutes 01 seconds West, 350.00 feet to a point for corner;

South 88 degrees 48 minutes 59 seconds East, 610.85 feet to a point for corner, said point being in the west right-of-way line of Farm-to-Market Highway Number 2755;

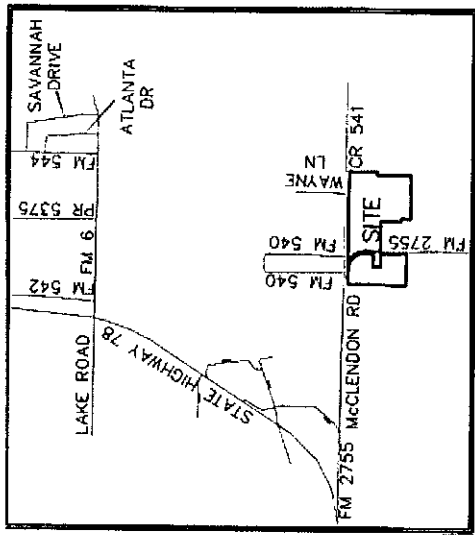
THENCE continuing along the east line of said 80.324 acre tract and along the west right-of-way line of Farm-to-Market Highway Number 2755 as follows:

South 01 degrees 05 minutes 45 seconds West, 155.00 feet to a point for corner;  
South 00 degrees 49 minutes 45 seconds West, 900.56 feet to a point for corner, said  
point being the northeast corner of said 1.00 acre tract;

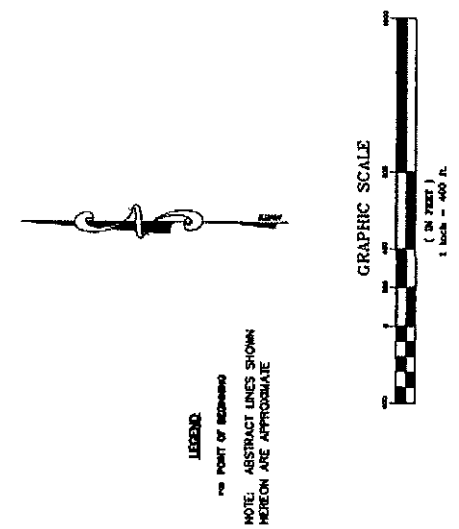
THENCE North 89 degrees 04 minutes 32 seconds West, 358.98 feet to the northwest corner of  
said 1.00 acre tract;

THENCE South 00 degrees 44 minutes 56 seconds West, 121.37 feet to the POINT OF  
BEGINNING and containing 3,454,820 square feet or 79.312 acres of land.

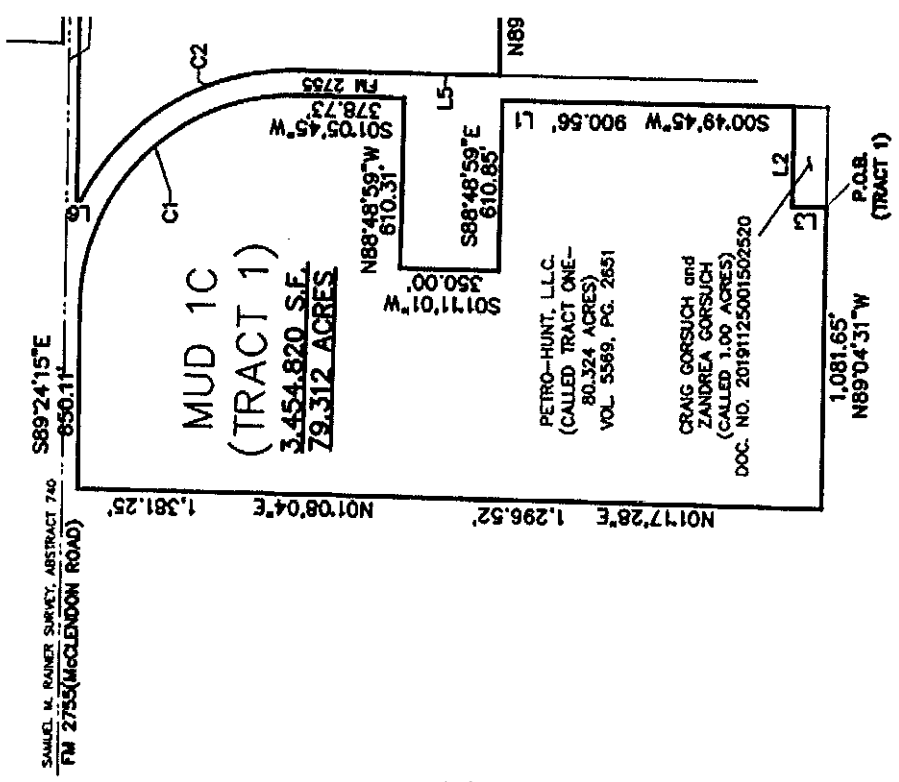
"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the  
ground survey, and is not to be used to convey or establish interests in real property except those  
rights and interests implied or established by the creation or reconfiguration of the boundary of  
the political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

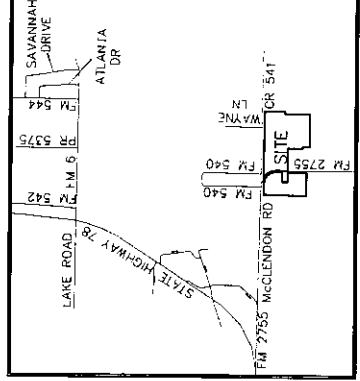


VICINITY MAP (N.T.S.)

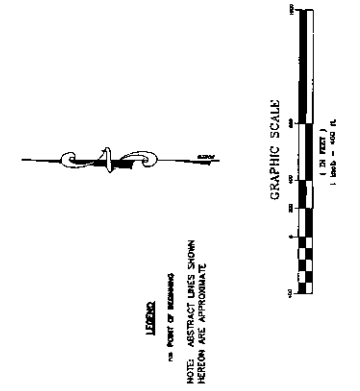


**LEGAL DESCRIPTION**  
 MUD 1C (TRACT 1)  
 Being a parcel of land located in Cash County, Texas, a part of the Drey Arroyo Survey, Abstract Number 2, and being a part of that called Tract One - 80.324 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5006, Page 2537, Official Public Records of Cash County, Texas, and being further described as follows:  
 BEGINNING at a point in the south line of said 80.324 acre tract, and each also being the southeast corner of that called L100 acre tract of land described in deed to Cash County and Zandrea Gorsuch as recorded in Document Number 20191125001502520, Official Public Records of Cash County, Texas;  
 THENCE North 88 degrees 04 minutes 04 seconds West, 1081.65 feet to the southeast corner of said 80.324 acre tract;  
 THENCE along the east line of said 80.324 acre tract, 1500.00 feet to a point for corner;  
 North 01 degree 17 minutes 28 seconds East, 1500.00 feet to a point for corner;  
 North 01 degree 08 minutes 04 seconds East, 1581.25 feet to a point for corner;  
 the south right-of-way line of Farm-to-Market Highway Number 2755;  
 THENCE along the north and east line of said 80.324 acre tract, along the north and west right-of-way line of Farm-to-Market Highway Number 2755 as follows:  
 South 01 degree 09 minutes 45 seconds West, 122.75 feet along a curve to the right having a central angle of 80 degrees 20 minutes 00 seconds, a radius of 773.31 feet, a tangent of 770.29 feet, and a secant chord bears South 08 degrees 08 minutes 15 seconds East, 1048.17 feet to a point for corner;  
 South 01 degree 05 minutes 43 seconds West, 2783.73 feet to a point for corner;  
 THENCE continuing along the east line of said 80.324 acre tract as follows:  
 North 02 degree 49 minutes 08 seconds West, 0103.21 feet to a point for corner;  
 North 02 degree 49 minutes 08 seconds West, 0103.21 feet to a point for corner;  
 South 88 degrees 04 minutes 04 seconds East, 0103.25 feet to a point for corner;  
 THENCE continuing along the east line of said 80.324 acre tract, along the east right-of-way line of Farm-to-Market Highway Number 2755 as follows:  
 South 01 degree 09 minutes 45 seconds West, 100.00 feet to a point for corner;  
 South 01 degree 09 minutes 45 seconds West, 002.00 feet to a point for corner;  
 THENCE South 00 degree 44 minutes 55 seconds West, 121.27 feet to the POINT OF BEGINNING and containing 3,454.820 square feet or 79.312 acres of land.  
 This document was prepared under 53 Tex. Ad. 803.03, does not reflect the results of an on the ground survey, and is not to be used in conveyance or subdivision interests in real property unless these rights and interests are indicated by the conditions of the instrument to which it is referred.





VICINITY MAP (N.T.S.)



NOTE: ABSTRACT LINES SHOWN HEREON ARE APPROXIMATE

**LEGAL DESCRIPTION**  
 MUD 1C (TRACT 1)  
 3,454.820 S.E.  
 79.312 ACRES  
 PETRO-HUNT, L.L.C.  
 (CALLED TRACT ONE-)  
 175,739 ACRES  
 VOL. 5084, PAGE 3481

**LEGAL DESCRIPTION**  
 MUD 1C (TRACT 2)  
 8,439.493 S.E.  
 193,744 ACRES  
 PETRO-HUNT, L.L.C.  
 (CALLED TRACT TWO-)  
 175,739 ACRES  
 VOL. 5084, PAGE 3481

**LEGAL DESCRIPTION**  
 MUD 1C (TRACT 3)  
 1,081.085  
 19,870.431 W  
 P.O.B. (TRACT 1)

**LEGAL DESCRIPTION**  
 MUD 1C (TRACT 4)  
 1,081.085  
 19,870.431 W  
 P.O.B. (TRACT 1)

**LEGAL DESCRIPTION**  
 MUD 1C (TRACT 5)  
 1,081.085  
 19,870.431 W  
 P.O.B. (TRACT 1)

**LEGAL DESCRIPTION**  
 MUD 1C (TRACT 6)  
 1,081.085  
 19,870.431 W  
 P.O.B. (TRACT 1)

**LEGAL DESCRIPTION**  
 MUD 1C (TRACT 7)  
 1,081.085  
 19,870.431 W  
 P.O.B. (TRACT 1)

**LEGAL DESCRIPTION**  
 MUD 1C (TRACT 8)  
 1,081.085  
 19,870.431 W  
 P.O.B. (TRACT 1)

**LEGAL DESCRIPTION**  
 MUD 1C (TRACT 9)  
 1,081.085  
 19,870.431 W  
 P.O.B. (TRACT 1)

**LEGAL DESCRIPTION**  
 MUD 1C (TRACT 10)  
 1,081.085  
 19,870.431 W  
 P.O.B. (TRACT 1)

**LEGAL DESCRIPTION**  
 MUD 1C (TRACT 11)  
 1,081.085  
 19,870.431 W  
 P.O.B. (TRACT 1)

**LEGAL DESCRIPTION**  
 MUD 1C (TRACT 12)  
 1,081.085  
 19,870.431 W  
 P.O.B. (TRACT 1)

**CURVE TABLE**

NO.	BEARING	LENGTH	CHORD BEARING	CHORD
1	S00°49'45"W	900.56	S44°03'25"	1084.87
2	N89°47'26"W	1,399.35	N00°12'34"E	929.90
3	S00°24'18"W	1,137.75	S00°28'04"W	432.62
4	N89°47'26"W	2,014.28	N00°12'34"E	1,399.35

**LEGAL TABLE**

NO.	BEARING	LENGTH	CHORD BEARING	CHORD
1	S00°49'45"W	900.56	S44°03'25"	1084.87
2	N89°47'26"W	1,399.35	N00°12'34"E	929.90
3	S00°24'18"W	1,137.75	S00°28'04"W	432.62
4	N89°47'26"W	2,014.28	N00°12'34"E	1,399.35

**LEGAL TABLE**

NO.	BEARING	LENGTH	CHORD BEARING	CHORD
1	S00°49'45"W	900.56	S44°03'25"	1084.87
2	N89°47'26"W	1,399.35	N00°12'34"E	929.90
3	S00°24'18"W	1,137.75	S00°28'04"W	432.62
4	N89°47'26"W	2,014.28	N00°12'34"E	1,399.35

**LEGAL TABLE**

NO.	BEARING	LENGTH	CHORD BEARING	CHORD
1	S00°49'45"W	900.56	S44°03'25"	1084.87
2	N89°47'26"W	1,399.35	N00°12'34"E	929.90
3	S00°24'18"W	1,137.75	S00°28'04"W	432.62
4	N89°47'26"W	2,014.28	N00°12'34"E	1,399.35

**LEGAL TABLE**

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4	N89°47'26"W	2,014.28	N00°12'34"E	1,399.35

BY: DATE

**JBI PARTNERS**  
 2121 McKinley Road  
 Suite 300  
 Carrollton, Texas 75006  
 972.246.7978  
 jbi@jbi.com  
 TPRS No. 10078009

**MUD 1C BOUNDARY EXHIBIT**  
 DRURY ANGLIN SURVEY ABSTRACT 2  
 JAMES P. DAVIS SURVEY ABSTRACT 249  
 ABSTON HILLS  
 Collin County, Texas

**PROJECT NO.** MATD28  
**SHEET NO.** 1 of 1  
**DATE** 5/2020

**PROJECT NO.** MATD28  
**SHEET NO.** 1 of 1  
**DATE** 5/2020

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**SHEET NO.** 1 of 1  
**DATE** 5/2020

**PROJECT NO.** MATD28  
**SHEET NO.** 1 of 1  
**DATE** 5/2020

**Exhibit "B"**

**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"). 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**, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, legally described as 79.312 acres, and 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, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in 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](http://www.cityoflavon.com) and 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.** Owner acknowledges and agrees that the Property 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:

Petro Hunt, LLC  
2101 Cedar Springs Road, Suite 600  
Dallas, Texas 75201  
Attention: Matthew Johnson  
Telephone: 214.880.8434  
Facsimile: 214.880.1901  
Email: [Mjohnson@petrohunt.com](mailto:Mjohnson@petrohunt.com)

With Copy to:

Koons Real Estate Law, P.C.  
6510 Abrams Road, Suite 630  
Dallas, Texas 75231  
Attention: Kathryn L. Koons/David C. Chang  
Telephone: 214.954.0067  
Facsimile: 214.954.0108  
E-Mail: [kkoons@koonsrealestatelaw.com](mailto:kkoons@koonsrealestatelaw.com) and  
[dchang@koonsrealestatelaw.com](mailto:dchang@koonsrealestatelaw.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.

**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 16.** This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

**Section 17.** The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

**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 \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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:**

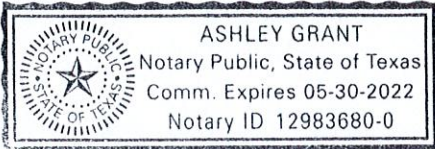
**PETRO HUNT, LLC**  
a Texas limited liability company,

By: B.W. Hunt  
Name: B.W. HUNT  
Title: PRESIDENT

THE STATE OF TEXAS           §  
  §  
COUNTY OF Dallas           §

This instrument was acknowledged before me on March 7, 2022, by B.W. Hunt, owner of said Property.

Ashley Grant  
Notary Public in and for the State of TEXAS



## EXHIBIT A

### LEGAL DESCRIPTION

Being a parcel of land located in Collin County, Texas, a part of the Drury Anglin Survey, Abstract Number 2, and being a part of that called Tract One – 80.324 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5569, Page 2651, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a point for corner in the south line of said 80.324 acre tract, said point also being the southwest corner of that called 1.00 acre tract of land described in deed to Craig Gorsuch and Zandrea Gorsuch as recorded in Document Number 20191125001502520, Official Public Records of Collin County, Texas;

THENCE North 89 degrees 04 minutes 31 seconds West, 1081.65 feet to the southwest corner of said 80.324 acre tract;

THENCE along the west line of said 80.324 acre tract as follows:

North 01 degrees 17 minutes 28 seconds East, 1296.52 feet to a point for corner;

North 01 degrees 08 minutes 04 seconds East, 1381.25 feet to a point for corner, said point being the northwest corner of said 80.324 acre tract, said point also being in the south right-of-way line of Farm-to-Market Highway Number 2755;

THENCE along the north and east line of said 80.324 acre tract and along the south and west right-of-way line of Farm-to-Market Highway Number 2755 as follows:

South 89 degrees 24 minutes 15 seconds East, 650.11 feet to a point for corner;

Southeasterly, 1221.78 feet along a curve to the right having a central angle of 90 degrees 30 minutes 00 seconds, a radius of 773.51 feet, a tangent of 780.29 feet, and whose chord bears South 44 degrees 09 minutes 15 seconds East, 1098.67 feet to a point for corner;

South 01 degrees 05 minutes 45 seconds West, 378.73 feet to a point for corner;

THENCE continuing along the east line of said 80.324 acre tract as follows:

North 88 degrees 48 minutes 59 seconds West, 610.31 feet to a point for corner;

South 01 degrees 11 minutes 01 seconds West, 350.00 feet to a point for corner;

South 88 degrees 48 minutes 59 seconds East, 610.85 feet to a point for corner, said point being in the west right-of-way line of Farm-to-Market Highway Number 2755;

THENCE continuing along the east line of said 80.324 acre tract and along the west right-of-way line of Farm-to-Market Highway Number 2755 as follows:

South 01 degrees 05 minutes 45 seconds West, 155.00 feet to a point for corner;  
South 00 degrees 49 minutes 45 seconds West, 900.56 feet to a point for corner, said  
point being the northeast corner of said 1.00 acre tract;

THENCE North 89 degrees 04 minutes 32 seconds West, 358.98 feet to the northwest corner of  
said 1.00 acre tract;

THENCE South 00 degrees 44 minutes 56 seconds West, 121.37 feet to the POINT OF  
BEGINNING and containing 3,454,820 square feet or 79.312 acres of land.

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

**EXHIBIT "B"**  
**Municipal Service Plan**

**CITY OF LAVON**  
**ANNEXATION SERVICE PLAN**

**PUBLIC SAFETY SERVICES**

**FIRE SERVICES**

**Existing Services:** Lavon 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

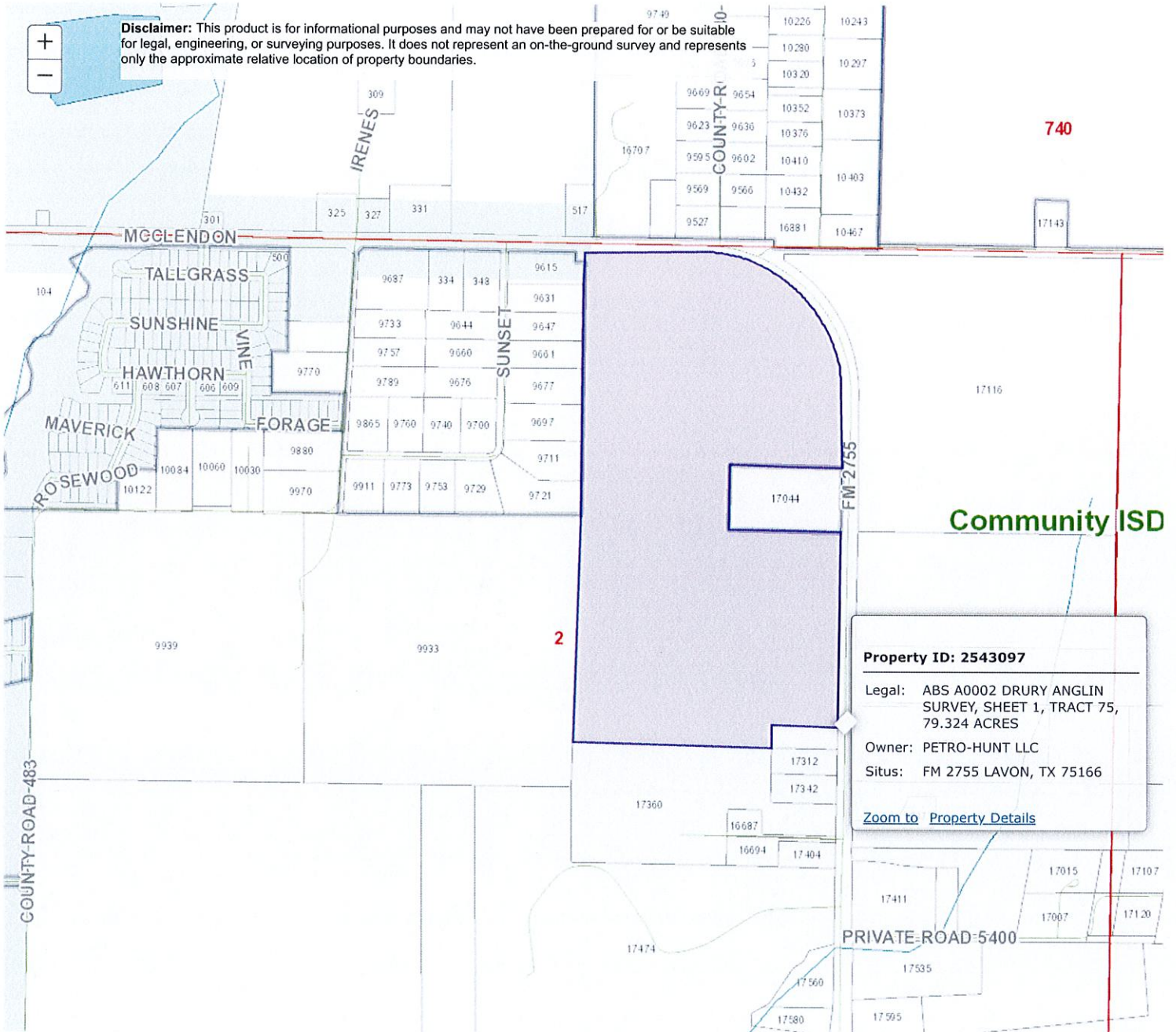
**Services to be Provided:** On the effective date of annexation, sanitary sewer service will be provided in accordance with applicable codes and departmental policy. Upon the completion of extension, construction, and dedication of sanitary sewer facilities, including off-site facilities, the City shall 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 and franchise 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.



**Disclaimer:** This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Community ISD

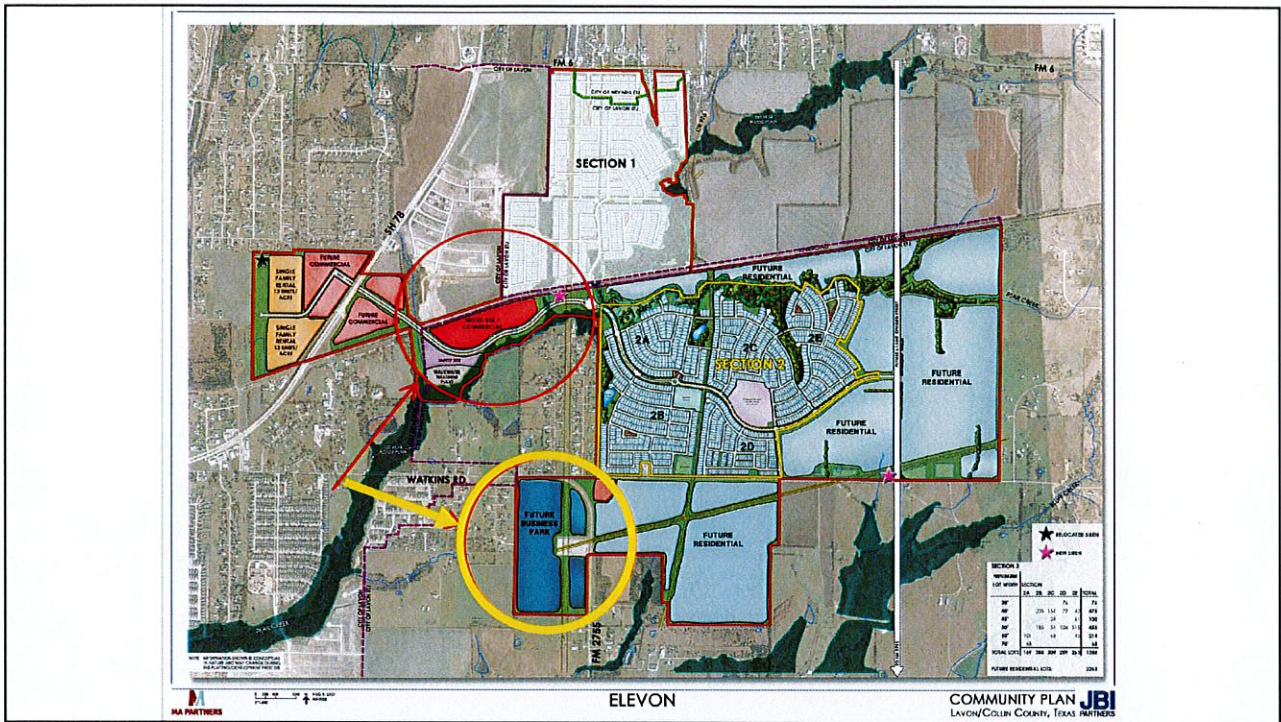
**Property ID: 2543097**

Legal: ABS A0002 DRURY ANGLIN SURVEY, SHEET 1, TRACT 75, 79.324 ACRES

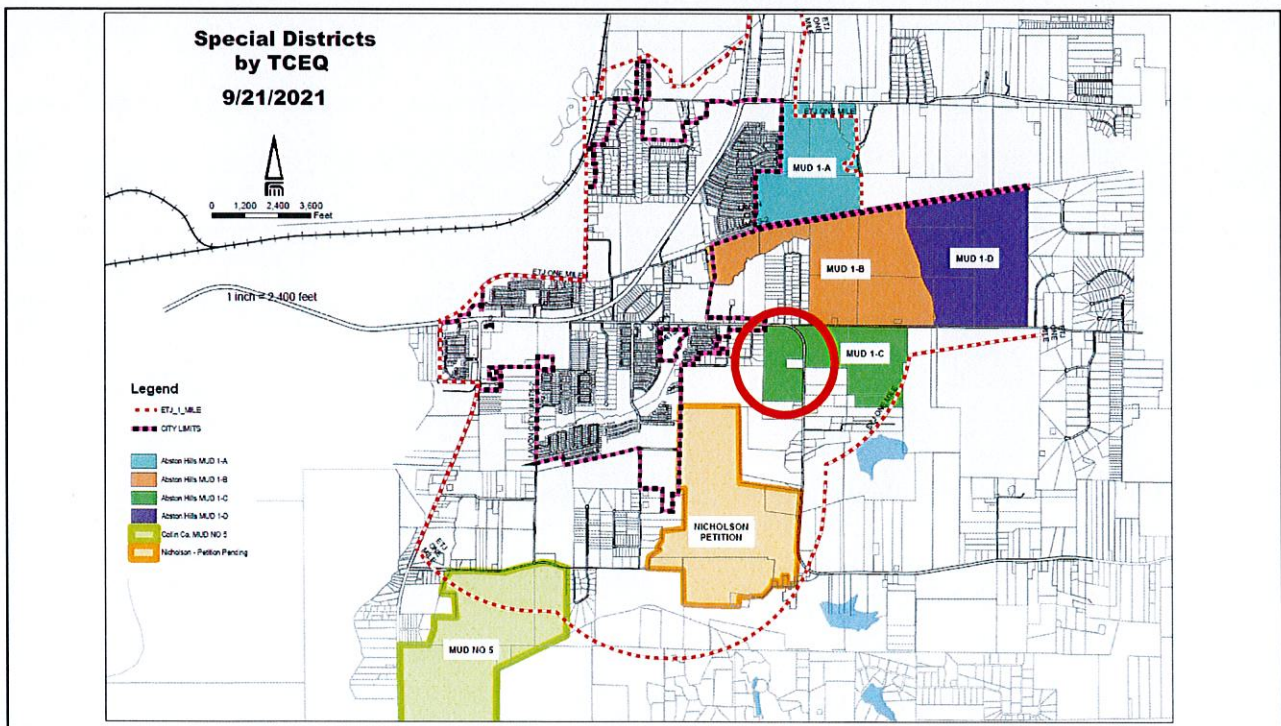
Owner: PETRO-HUNT LLC

Situs: FM 2755 LAVON, TX 75166

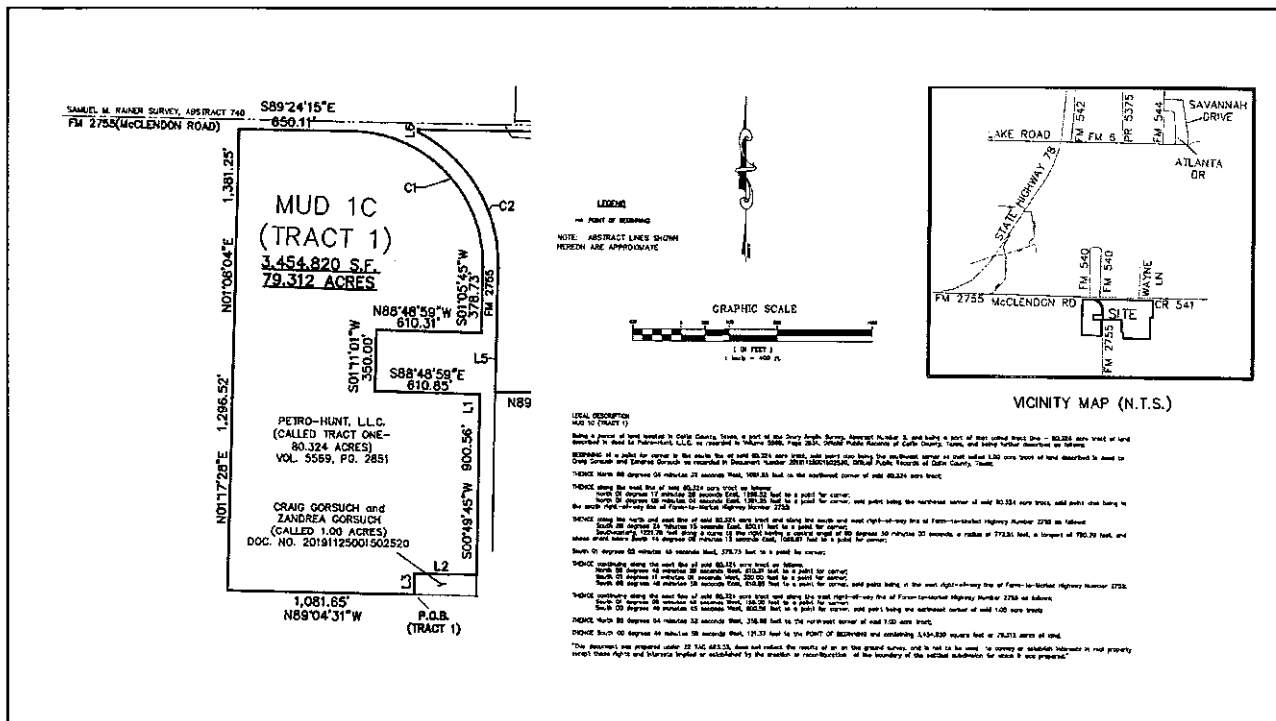
[Zoom to Property Details](#)



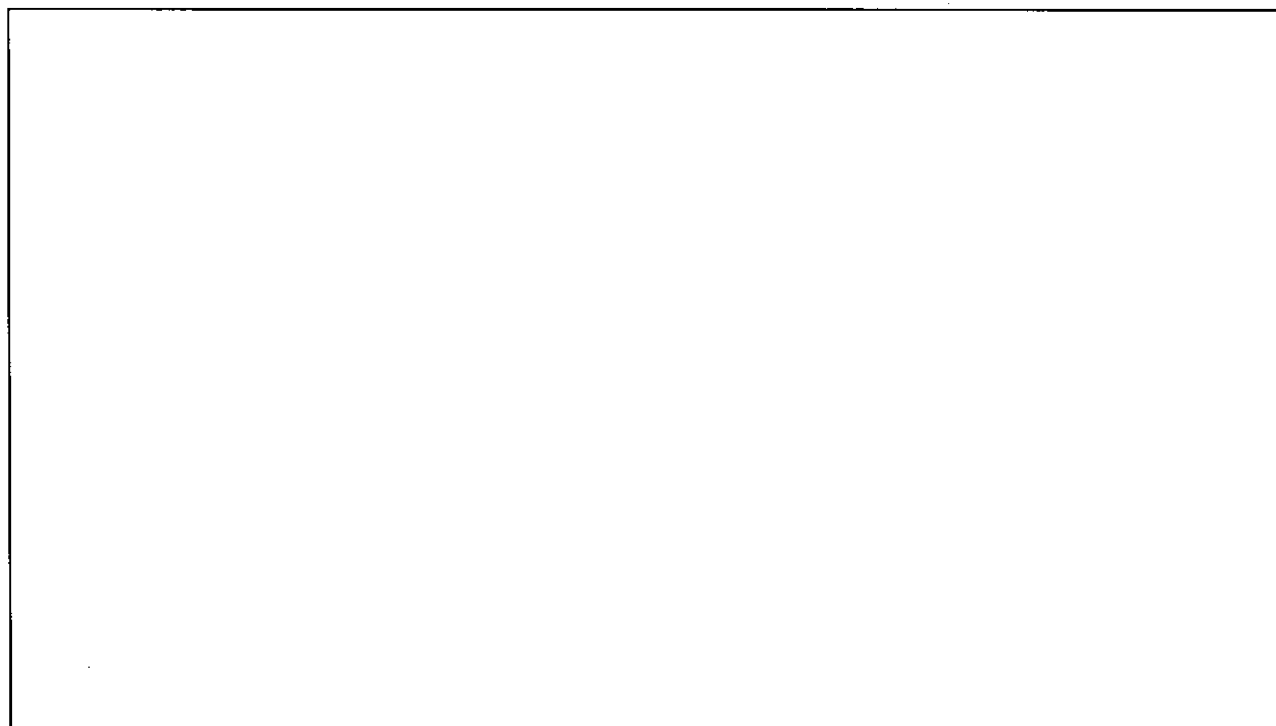
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**City of Lavon, Texas**

**ANNEXATION PETITION PROCESS**

**ELEVON, Non-Residential Areas**

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The City Council meets regularly on the first and third Tuesday of each month, except the first Tuesday in October or in the event of conflicting holidays.

- Mar 21      Petition for annexation submitted by landowner to the City
- Apr 1      Post notice for City Council consideration of the petition – 72 hours prior
- Apr 1      Notice of public hearing to newspaper for publication (Wednesday publication date) no more than 20 or less than 10 days of hearing
- Apr 5      City Council consider resolution accepting the annexation petition, approving written services agreement, and calling a public hearing
- Apr 6      Publish notice of hearing. Obtain required affidavit of publication from newspaper.  
  
Send notifications per statute.  
  
Post notice of public hearing on website.
- Apr 15     Post notice of City Council public hearing and action per Open Meetings Act – 72 hours prior.
- Apr 19     Conduct City Council public hearing.
- Apr 19     Consider annexation ordinance.
- Apr 20     Send Ordinance caption to newspaper for publication on Apr 27





## CITY OF LAVON Agenda Brief

MEETING: April 5, 2022

ITEM: 8 - I

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**Item:**

Discussion and action regarding Resolution No. 2022-04-04 accepting a Petition Requesting Annexation by Area Landowners for the voluntary annexation of approximately 74.666 acres of land described as part of the Samuel M. Rainer Survey, Abstract No. 740 situated in Collin County within the extraterritorial jurisdiction of and adjacent to the City of Lavon, Texas into the corporate limits of the City of Lavon, and approving and authorizing the Mayor to execute Municipal Services Agreements with the landowners for the purpose of offering municipal services to the property; calling for a public hearing; and providing an effective date.

**Background:**

The landowners of the approximately 74.666 acres of property referred to as the Commercial Mixed-Use areas of Section 2 of the Elevon development project adjacent to and in the extraterritorial jurisdiction (ETJ) of the City of Lavon submitted a petition for the voluntary annexation of the property into the City.

The annexation petition is submitted in accordance with terms of a development agreement between the landowners and the City. 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.

**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, the governing body of the municipality must conduct one public hearing.

(c) During the public hearing, the governing body:

- (1) must provide persons interested in the annexation the opportunity to be heard; and
- (2) may adopt an ordinance annexing the area.

(d) The municipality must post notice of the hearing on the municipality's Internet website if the municipality has an Internet website and publish notice of the hearing in a newspaper of general circulation in the municipality and in the area proposed for annexation. The notice for the hearing must be:

- (1) published at least once on or after the 20th day but before the 10th day before the date of the hearing; and
- (2) posted on the municipality's Internet website on or after the 20th day but before the 10th day before the date of the hearing and must remain posted until the date of the hearing.

The landowners have agreed to and executed Municipal Services Agreements that set out the provision of municipal services to the annexed area. The property is located in the Abston Hills MUD 1-B. As is provided in the development agreement, the developer will disannex the property from the utility district upon annexation and satisfaction of certain other conditions.

The City Council may direct that a public hearing be scheduled for the regular meeting on April 19, 2022. Per state law, upon completion of the prescribed public notice and public hearing, the annexation ordinance may be adopted on April 19, 2022.

An application for a zoning change from temporary Agricultural (A) to Planned Development (PD) has been submitted and is being processed. The application is consistent with the Comprehensive Plan and Future Land Use Plan.

**Financial Implication:**

It is anticipated that the costs related to the provision of services to the property can be accomplished within current budget parameters and with the provisions of the development agreement. The property will be subject to the same taxes and fees that are applicable within the city.

**Staff Notes:**

Approval is recommended.

- Attachments:**
1. Proposed Resolution including Petition for Annexation from Landowners and Municipal Services Agreements
  2. Location Exhibit
  3. Voluntary Annexation Timeline

**CITY OF LAVON**

**RESOLUTION NO. 2022-04-04**

Petition for annexation of 74.666 acres– Elevon

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, ACCEPTING A PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS FOR VOLUNTARY ANNEXATION OF APPROXIMATELY 74.666 ACRES OF LAND DESCRIBED AS PART OF THE SAMUEL M. RAINER SURVEY, ABSTRACT NO. 740 SITUATED IN COLLIN COUNTY WITHIN THE EXTRATERRITORIAL JURISDICTION OF AND ADJACENT TO THE CITY OF LAVON, TEXAS INTO THE CORPORATE LIMITS OF THE CITY OF LAVON AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE MUNICIPAL SERVICES AGREEMENTS WITH THE LANDOWNERS FOR THE PURPOSE OF OFFERING MUNICIPAL SERVICES TO THE PROPERTY; CALLING FOR A PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the owners of certain property located within Collin County, Texas, have petitioned the City of Lavon, Texas, (the “City”), a Type A, General Law City, for voluntary annexation of said property, more particularly described in the Petition Requesting Annexation by Area Landowners attached as Exhibit “A” hereto (the “Subject Property”), into the corporate limits of the City; and

**WHEREAS**, the Subject Property is in the extraterritorial jurisdiction of the City and the property owners of the Subject Property, (the “Owners”), have made application for annexation; and

**WHEREAS**, the City and Owners desire to enter into a Municipal Services Agreement pursuant to Section 43.0672 of the Texas Local Government Code to address the provision of municipal services to be offered to the Owner’s 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; and

**WHEREAS**, before the City may adopt an ordinance annexing property under Chapter 43 of the Texas Local Government Code, the City Council must conduct a public hearing to provide persons interested in the annexation the opportunity to be heard; and

**WHEREAS**, after review and consideration of such requests and petition of the Owners for annexation, the City Council finds that the Subject Property may be annexed pursuant to §43.0671 of the Texas Local Government Code; and

**WHEREAS**, the petitioners have agreed and consented to the annexation of the Subject Property by the City and further agree to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

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

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Proceedings.** The Petition Requesting Annexation by Area Landowners for annexation of the Subject Property shown in Exhibit “A”, and the Municipal Services Agreements, including the draft services plan shown in Exhibit “B”, are hereby accepted and the Mayor is authorized to execute the Municipal Services Agreements. A public hearing has been set for the date of April 19, 2022. Notice of such hearing shall be published and posted and the hearing shall be open to the public to accept public comment on the annexation request.

**Section 3. Severability.** Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

**Section 4. Open Meetings.** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chap.551, Tex. Gov't. Code.

**DULY PASSED and APPROVED** by the City Council of the City of Lavon, Texas, on the 5<sup>h</sup> day of April 2022.

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

**ATTEST:**

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

**Exhibit "A"**

**PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS**

**PETITION REQUESTING ANNEXATION BY AREA LANDOWNER(S)**

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

Pursuant to Texas Local Government Code, Section 43.0671, the undersigned owner(s) 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**

74.666 acres

I/We certify that the above-described tract of land is located in the extraterritorial jurisdiction of the City of Lavon, Texas and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

**FAR EAST LAVON, LP,**  
a Texas limited partnership,

By: Pitman Investments, LLC,  
a Texas limited liability company,  
its general partner

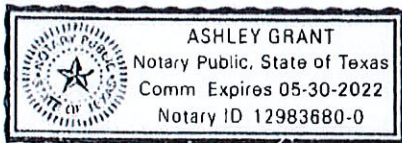
By: [Signature]  
Name: Carter W. Hunt  
Title: Vice President

THE STATE OF TEXAS

COUNTY OF Dallas

BEFORE ME, the undersigned authority, on this day personally appeared Carter W. Hunt known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 7th day of March, 2022



[Signature]  
Notary Public in and for  
Dallas County, Texas.

LANDOWNER:

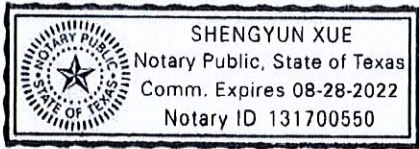
MA Elevon 429, LLC, a Texas limited liability company



By: Allen Jones  
Its: Manager

STATE OF TEXAS           §  
  §  
COUNTY OF Dallas     §

This instrument was acknowledged before me on March 31<sup>st</sup>, 2022 by Allen Jones, manager of MA Elevon 429, LLC, a Texas limited liability company, on behalf of said company.



\_\_\_\_\_  
Notary Public, State of Texas

## Attachment A

### LEGAL DESCRIPTION FOR ANNEXATION (74.666 ACRES)

Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, 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, being all of that called 11.806 acre tract of land described in deed to MA Elevon 429, LLC as recorded in Document Number 20220112000065720, Official Public Records of Collin County, Texas, and being all of that called 27.265 acre tract of land described in deed to MA Elevon 429, LLC as recorded in Document Number 20211116002336460, Official Public Records of Collin County, Texas, and being further described as follows:

COMMENCING at the northwest corner of said 472.8955 acre tract, said point also being in the south right-of-way line of that tract of land described in deed to Northeast Texas Rural Rail Transportation District as recorded in Volume 5585, Page 2680, Official Public Records of Collin County, Texas;

THENCE along the north line of said 472.8955 acre tract and along the south right-of-way line of said Northeast Texas Rural Rail Transportation District as follows:

North 71 degrees 57 minutes 09 seconds East, 202.92 feet to a point for corner, said point being at the approximate location of the east City limit line of the City of Lavon per City of Lavon GIS map dated October 2019, said point also being the POINT OF BEGINNING of this tract of land;

North 71 degrees 57 minutes 09 seconds East, 1,464.11 feet to a point for corner;

Northeasterly, 912.84 feet along a curve to the right having a central angle of 09 degrees 12 minutes 32 seconds, a radius of 5,679.58 feet, a tangent of 457.41 feet, and whose chord bears North 76 degrees 34 minutes 38 seconds East, 911.86 feet to a point for corner;

North 81 degrees 09 minutes 48 seconds East, 1,294.17 feet to a point for corner, said point being the northwest corner of that called 429.321 acre tract of land described in deed to MA Elevon 429, LLC as recorded in Document Number 20211116002336450, Official Public Records of Collin County, Texas;

THENCE South 01 degrees 07 minutes 21 seconds West, 617.78 feet along the west line of said 429.321 acre tract to a point for corner in the approximate centerline of a creek;

South 70 degrees 42 minutes 35 seconds West, 95.20 feet to a point for corner;

North 68 degrees 06 minutes 27 seconds West, 59.29 feet to a point for corner;

North 85 degrees 06 minutes 35 seconds West, 72.79 feet to a point for corner;

North 83 degrees 00 minutes 27 seconds West, 196.12 feet to a point for corner;

North 82 degrees 43 minutes 29 seconds West, 150.62 feet to a point for corner;

South 88 degrees 29 minutes 19 seconds West, 168.31 feet to a point for corner;

South 84 degrees 48 minutes 20 seconds West, 131.14 feet to a point for corner;

North 60 degrees 16 minutes 24 seconds West, 47.04 feet to a point for corner;

South 52 degrees 46 minutes 49 seconds West, 132.76 feet to a point for corner;

South 49 degrees 16 minutes 17 seconds West, 257.50 feet to a point for corner;

South 72 degrees 42 minutes 51 seconds West, 84.62 feet to a point for corner;  
South 47 degrees 00 minutes 00 seconds West, 443.57 feet to a point for corner;  
South 86 degrees 13 minutes 20 seconds West, 154.63 feet to a point for corner;  
South 67 degrees 51 minutes 20 seconds West, 125.89 feet to a point for corner;  
South 88 degrees 40 minutes 20 seconds West, 56.62 feet to a point for corner;  
South 59 degrees 42 minutes 20 seconds West, 261.93 feet to a point for corner;  
South 86 degrees 37 minutes 20 seconds West, 136.04 feet to a point for corner;  
South 05 degrees 48 minutes 40 seconds East, 122.12 feet to a point for corner;  
South 33 degrees 44 minutes 20 seconds West, 114.04 feet to a point for corner;  
South 10 degrees 52 minutes 20 seconds West, 113.36 feet to a point for corner;  
South 26 degrees 32 minutes 20 seconds West, 93.12 feet to a point for corner;  
South 67 degrees 00 minutes 20 seconds West, 96.39 feet to a point for corner;  
South 50 degrees 51 minutes 20 seconds West, 181.60 feet to a point for corner;  
South 60 degrees 31 minutes 20 seconds West, 93.51 feet to a point for corner;  
South 22 degrees 41 minutes 20 seconds West, 131.42 feet to a point for corner;  
South 07 degrees 52 minutes 20 seconds West, 75.81 feet to a point for corner;  
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North 82 degrees 54 minutes 40 seconds West, 141.04 feet to a point for corner;  
North 87 degrees 03 minutes 40 seconds West, 134.26 feet to a point for corner, said  
point being the southwest corner of said 472.8955 acre tract, said point also being at the  
approximate location of the east City limit line of the City of Lavon per City of Lavon GIS map  
dated October 2019;

THENCE along the approximate east City limit line of the City of Lavon per City of Lavon GIS  
map dated October 2019 as follows:

North 32 degrees 50 minutes 35 seconds East, 258.99 feet to a point for corner;  
North 05 degrees 49 minutes 53 seconds West, 1,170.75 feet to the POINT OF  
BEGINNING and containing 3,252,450 square feet or 74.666 acres of land.

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



**Exhibit "B"**

**MUNICIPAL SERVICES AGREEMENTS**

1. Far East Lavon, LP
2. MA Partners

**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"). 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**, the Owner owns a parcel contained within the boundaries of the real property (the "Property") in Collin County, Texas, legally described as 74.666 acres, and 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, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in 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.cityoflawn.com](http://www.cityoflawn.com) and 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.** Owner acknowledges and agrees that the Property 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:

Far East Lavon, LP  
2101 Cedar Springs Road, Suite 600  
Dallas, Texas 75201  
Attention: Matthew Johnson  
Telephone: 214.880.8434  
Facsimile: 214.880.1901  
Email: [Mjohnson@petrohunt.com](mailto:Mjohnson@petrohunt.com)

With Copy to:

Koons Real Estate Law, P.C.  
6510 Abrams Road, Suite 630  
Dallas, Texas 75231  
Attention: Kathryn L. Koons/David C. Chang  
Telephone: 214.954.0067  
Facsimile: 214.954.0108  
E-Mail: [kkoons@koonsrealestatelaw.com](mailto:kkoons@koonsrealestatelaw.com) and  
[dchang@koonsrealestatelaw.com](mailto:dchang@koonsrealestatelaw.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.

**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 16.** This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

**Section 17.** The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

**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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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:**

**FAR EAST LAVON, LP,**  
a Texas limited partnership,

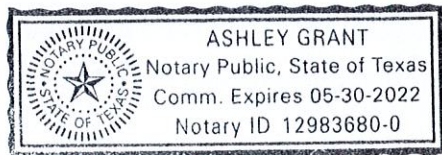
By: Pitman Investments, LLC,  
a Texas limited liability company,  
its general partner

By: *Carter W. Hunt*  
Name: Carter W. Hunt  
Title: Vice President

THE STATE OF TEXAS           §  
  §  
COUNTY OF Dallas           §

This instrument was acknowledged before me on March 7, 2022, by Carter W. Hunt, owner of said Property.

*Ashley Grant*  
Notary Public in and for the State of TEXAS



**EXHIBIT "A"**  
**Property Description and Depiction**

**LEGAL DESCRIPTION FOR ANNEXATION\***  
**(74.666 ACRES)**

Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, 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, being all of that called 11.806 acre tract of land described in deed to MA Elevon 429, LLC as recorded in Document Number 20220112000065720, Official Public Records of Collin County, Texas, and being all of that called 27.265 acre tract of land described in deed to MA Elevon 429, LLC as recorded in Document Number 20211116002336460, Official Public Records of Collin County, Texas, and being further described as follows:

COMMENCING at the northwest corner of said 472.8955 acre tract, said point also being in the south right-of-way line of that tract of land described in deed to Northeast Texas Rural Rail Transportation District as recorded in Volume 5585, Page 2680, Official Public Records of Collin County, Texas;

THENCE along the north line of said 472.8955 acre tract and along the south right-of-way line of said Northeast Texas Rural Rail Transportation District as follows:

North 71 degrees 57 minutes 09 seconds East, 202.92 feet to a point for corner, said point being at the approximate location of the east City limit line of the City of Lavon per City of Lavon GIS map dated October 2019, said point also being the POINT OF BEGINNING of this tract of land;

North 71 degrees 57 minutes 09 seconds East, 1,464.11 feet to a point for corner;

Northeasterly, 912.84 feet along a curve to the right having a central angle of 09 degrees 12 minutes 32 seconds, a radius of 5,679.58 feet, a tangent of 457.41 feet, and whose chord bears North 76 degrees 34 minutes 38 seconds East, 911.86 feet to a point for corner;

North 81 degrees 09 minutes 48 seconds East, 1,294.17 feet to a point for corner, said point being the northwest corner of that called 429.321 acre tract of land described in deed to MA Elevon 429, LLC as recorded in Document Number 20211116002336450, Official Public Records of Collin County, Texas;

THENCE South 01 degrees 07 minutes 21 seconds West, 617.78 feet along the west line of said 429.321 acre tract to a point for corner in the approximate centerline of a creek;

South 70 degrees 42 minutes 35 seconds West, 95.20 feet to a point for corner;

North 68 degrees 06 minutes 27 seconds West, 59.29 feet to a point for corner;

North 85 degrees 06 minutes 35 seconds West, 72.79 feet to a point for corner;

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GIS map dated October 2019;

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

**EXHIBIT "B"**  
**Municipal Service Plan**

**CITY OF LAVON**  
**ANNEXATION SERVICE PLAN**

**PUBLIC SAFETY SERVICES**

**FIRE SERVICES**

**Existing Services:** Lavon 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 and franchise 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.



**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"). 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**, the Owner owns a parcel contained within the boundaries of the real property (the "Property") in Collin County, Texas, legally described as 74.666 acres, and 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, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in 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](http://www.cityoflavon.com) and 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.** Owner acknowledges and agrees that the Property 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:

MA Elevon 429, LLC  
2121 Midway Road, Suite 320  
Carrollton, Texas 75006  
Attention: Allen Jones  
Telephone: 972.715.6421  
Email: [ajones@madev.com](mailto:ajones@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.

**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 16.** This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

**Section 17.** The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

**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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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:**

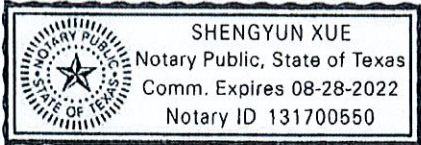
**MA ELEVON 429, LLC**  
a Texas limited liability company

By: *Allen Jones*  
Name: Allen Jones  
Title: manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF Dallas           §

This instrument was acknowledged before me on March 31<sup>st</sup>, 2022, by Allen Jones, owner of said Property.

*Shengyun Xue*  
\_\_\_\_\_  
Notary Public in and for the State of TEXAS



**EXHIBIT "A"**  
**Property Description and Depiction**

**LEGAL DESCRIPTION FOR ANNEXATION\***  
**(74.666 ACRES)**

Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, 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, being all of that called 11.806 acre tract of land described in deed to MA Elevon 429, LLC as recorded in Document Number 20220112000065720, Official Public Records of Collin County, Texas, and being all of that called 27.265 acre tract of land described in deed to MA Elevon 429, LLC as recorded in Document Number 20211116002336460, Official Public Records of Collin County, Texas, and being further described as follows:

COMMENCING at the northwest corner of said 472.8955 acre tract, said point also being in the south right-of-way line of that tract of land described in deed to Northeast Texas Rural Rail Transportation District as recorded in Volume 5585, Page 2680, Official Public Records of Collin County, Texas;

THENCE along the north line of said 472.8955 acre tract and along the south right-of-way line of said Northeast Texas Rural Rail Transportation District as follows:

North 71 degrees 57 minutes 09 seconds East, 202.92 feet to a point for corner, said point being at the approximate location of the east City limit line of the City of Lavon per City of Lavon GIS map dated October 2019, said point also being the POINT OF BEGINNING of this tract of land;

North 71 degrees 57 minutes 09 seconds East, 1,464.11 feet to a point for corner;

Northeasterly, 912.84 feet along a curve to the right having a central angle of 09 degrees 12 minutes 32 seconds, a radius of 5,679.58 feet, a tangent of 457.41 feet, and whose chord bears North 76 degrees 34 minutes 38 seconds East, 911.86 feet to a point for corner;

North 81 degrees 09 minutes 48 seconds East, 1,294.17 feet to a point for corner, said point being the northwest corner of that called 429.321 acre tract of land described in deed to MA Elevon 429, LLC as recorded in Document Number 20211116002336450, Official Public Records of Collin County, Texas;

THENCE South 01 degrees 07 minutes 21 seconds West, 617.78 feet along the west line of said 429.321 acre tract to a point for corner in the approximate centerline of a creek;

South 70 degrees 42 minutes 35 seconds West, 95.20 feet to a point for corner;

North 68 degrees 06 minutes 27 seconds West, 59.29 feet to a point for corner;

North 85 degrees 06 minutes 35 seconds West, 72.79 feet to a point for corner;

North 83 degrees 00 minutes 27 seconds West, 196.12 feet to a point for corner;

North 82 degrees 43 minutes 29 seconds West, 150.62 feet to a point for corner;

South 88 degrees 29 minutes 19 seconds West, 168.31 feet to a point for corner;

South 84 degrees 48 minutes 20 seconds West, 131.14 feet to a point for corner;

North 60 degrees 16 minutes 24 seconds West, 47.04 feet to a point for corner;

South 52 degrees 46 minutes 49 seconds West, 132.76 feet to a point for corner;

South 49 degrees 16 minutes 17 seconds West, 257.50 feet to a point for corner;

South 72 degrees 42 minutes 51 seconds West, 84.62 feet to a point for corner;  
South 47 degrees 00 minutes 00 seconds West, 443.57 feet to a point for corner;  
South 86 degrees 13 minutes 20 seconds West, 154.63 feet to a point for corner;  
South 67 degrees 51 minutes 20 seconds West, 125.89 feet to a point for corner;  
South 88 degrees 40 minutes 20 seconds West, 56.62 feet to a point for corner;  
South 59 degrees 42 minutes 20 seconds West, 261.93 feet to a point for corner;  
South 86 degrees 37 minutes 20 seconds West, 136.04 feet to a point for corner;  
South 05 degrees 48 minutes 40 seconds East, 122.12 feet to a point for corner;  
South 33 degrees 44 minutes 20 seconds West, 114.04 feet to a point for corner;  
South 10 degrees 52 minutes 20 seconds West, 113.36 feet to a point for corner;  
South 26 degrees 32 minutes 20 seconds West, 93.12 feet to a point for corner;  
South 67 degrees 00 minutes 20 seconds West, 96.39 feet to a point for corner;  
South 50 degrees 51 minutes 20 seconds West, 181.60 feet to a point for corner;  
South 60 degrees 31 minutes 20 seconds West, 93.51 feet to a point for corner;  
South 22 degrees 41 minutes 20 seconds West, 131.42 feet to a point for corner;  
South 07 degrees 52 minutes 20 seconds West, 75.81 feet to a point for corner;  
South 08 degrees 46 minutes 20 seconds West, 54.02 feet to a point for corner;  
South 52 degrees 19 minutes 20 seconds West, 76.60 feet to a point for corner;  
South 75 degrees 21 minutes 20 seconds West, 81.96 feet to a point for corner;  
North 84 degrees 30 minutes 40 seconds West, 78.15 feet to a point for corner;  
South 88 degrees 51 minutes 20 seconds West, 284.61 feet to a point for corner;  
North 82 degrees 54 minutes 40 seconds West, 141.04 feet to a point for corner;  
North 87 degrees 03 minutes 40 seconds West, 134.26 feet to a point for corner,  
said point being the southwest corner of said 472.8955 acre tract, said point also being at  
the approximate location of the east City limit line of the City of Lavon per City of Lavon  
GIS map dated October 2019;

THENCE along the approximate east City limit line of the City of Lavon per City of  
Lavon GIS map dated October 2019 as follows:

North 32 degrees 50 minutes 35 seconds East, 258.99 feet to a point for corner;  
North 05 degrees 49 minutes 53 seconds West, 1,170.75 feet to the POINT OF  
BEGINNING and containing 3,252,450 square feet or 74.666 acres of land.

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

**EXHIBIT "B"**  
**Municipal Service Plan**

**CITY OF LAVON**  
**ANNEXATION SERVICE PLAN**

**PUBLIC SAFETY SERVICES**

**FIRE SERVICES**

**Existing Services:** Lavon 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

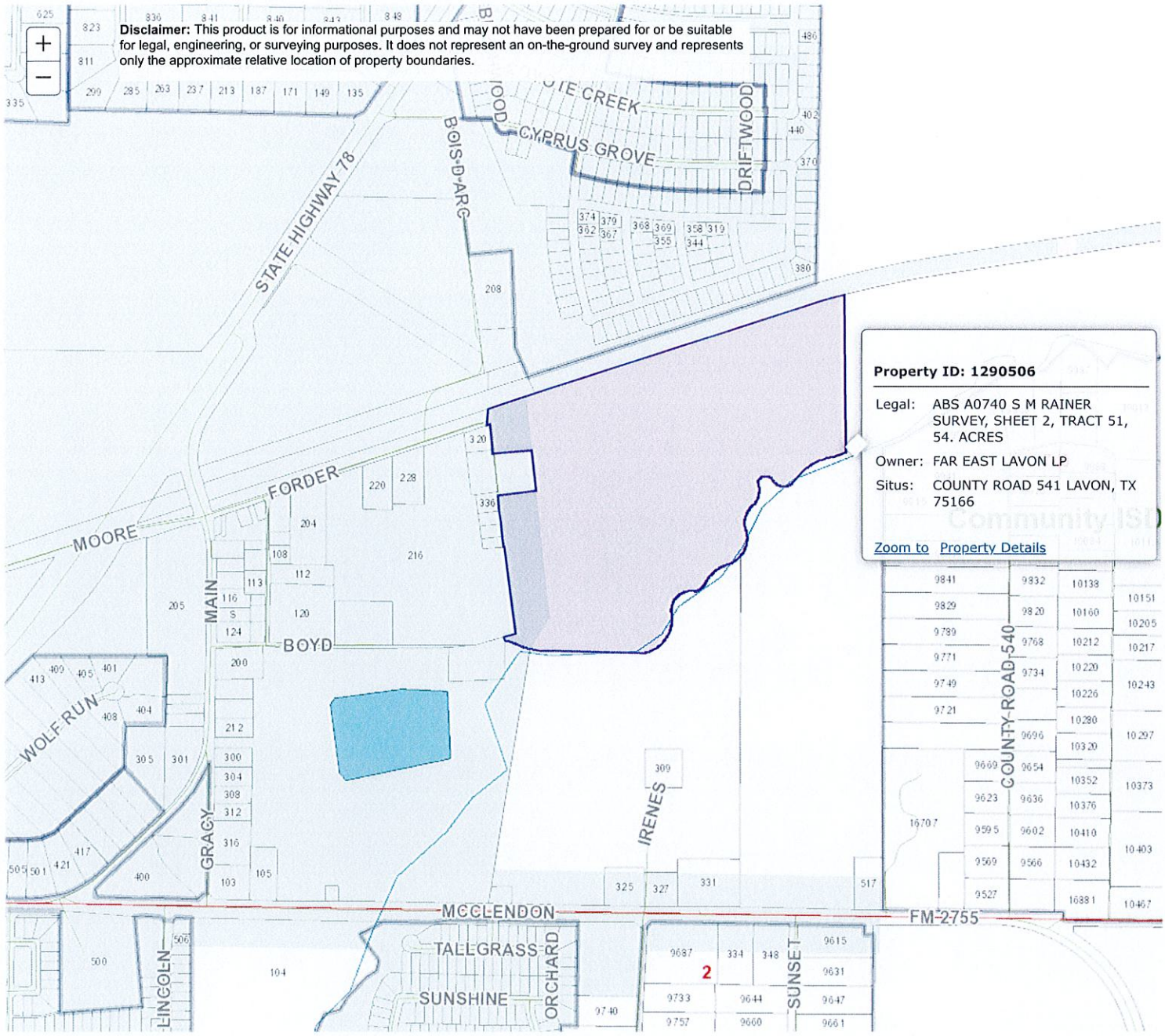
**Services to be Provided:** On the effective date of annexation, sanitary sewer service will be provided in accordance with applicable codes and departmental policy. Upon the completion of extension, construction, and dedication of sanitary sewer facilities, including off-site facilities, the City shall 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 and franchise 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.



**Disclaimer:** This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



**Property ID: 1290506**

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Legal: ABS A0740 S M RAINER SURVEY, SHEET 2, TRACT 51, 54. ACRES

Owner: FAR EAST LAVON LP

Situs: COUNTY ROAD 541 LAVON, TX 75166

[Zoom to Property Details](#)

9841	9832	10138	
9829	9820	10160	10151
9789	9768	10212	10205
9771	9734	10220	10217
9749		10226	10243
9721		10280	
	9696	10320	10297
	9669	9654	
	9623	9636	10352
	9595	9602	10376
	9569	9566	10410
	9527		10432
		16881	10403
			10467



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

**Property ID: 1290392**

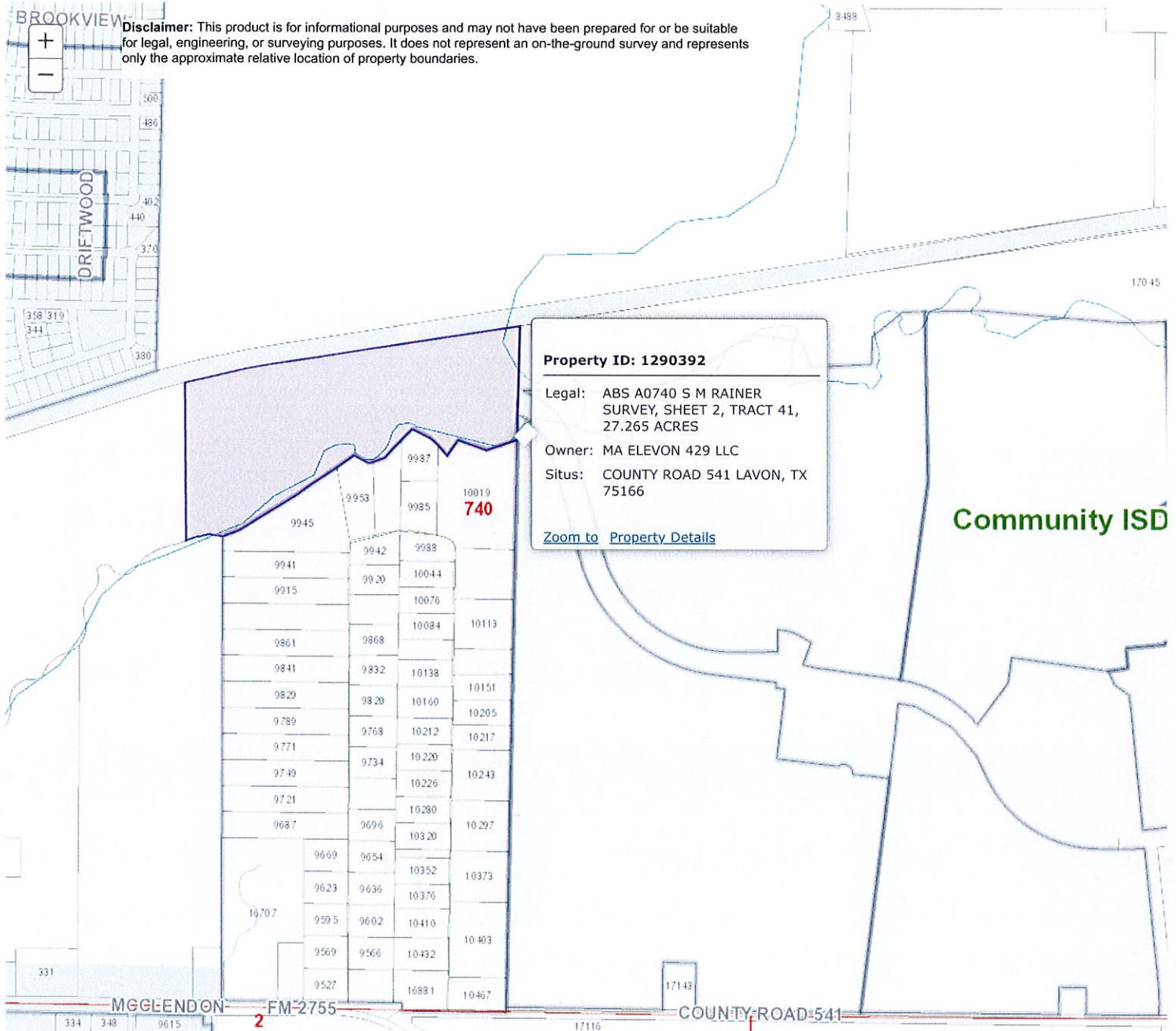
Legal: ABS A0740 S M RAINER SURVEY, SHEET 2, TRACT 41, 27.265 ACRES

Owner: MA ELEVON 429 LLC

Situs: COUNTY ROAD 541 LAVON, TX 75166

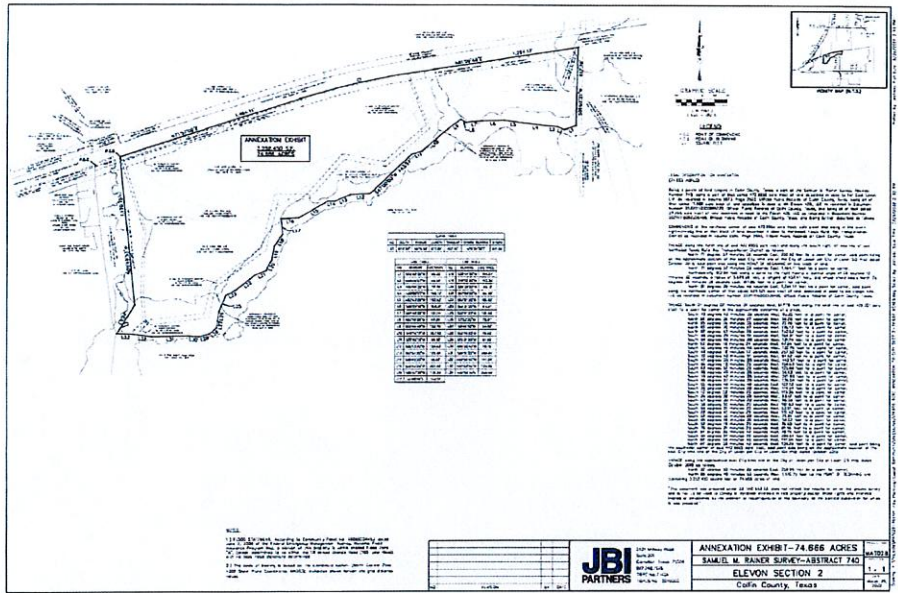
[Zoom to Property Details](#)

Community ISD

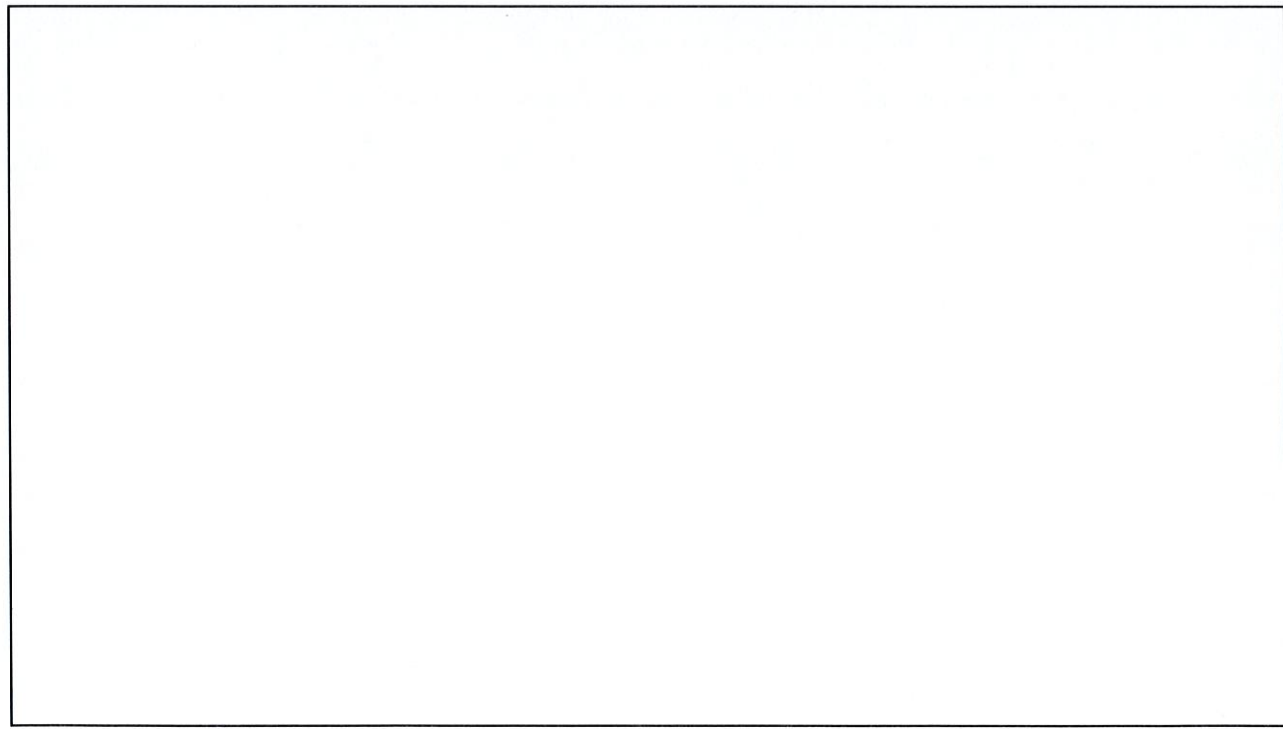




Elevon - Annexation



72



73



**City of Lavon, Texas**

**ANNEXATION PETITION PROCESS**

**ELEVON, Non-Residential Areas**

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The City Council meets regularly on the first and third Tuesday of each month, except the first Tuesday in October or in the event of conflicting holidays.

- |        |   |
|--------|---|
| Mar 21 | Petition for annexation submitted by landowner to the City  |
| Apr 1  | Post notice for City Council consideration of the petition – 72 hours prior   |
| Apr 1  | Notice of public hearing to newspaper for publication (Wednesday publication date) no more than 20 or less than 10 days of hearing  |
| Apr 5  | City Council consider resolution accepting the annexation petition, approving written services agreement, and calling a public hearing                                      |
| Apr 6  | Publish notice of hearing. Obtain required affidavit of publication from newspaper.<br><br>Send notifications per statute.<br><br>Post notice of public hearing on website. |
| Apr 15 | Post notice of City Council public hearing and action per Open Meetings Act – 72 hours prior.   |
| Apr 19 | Conduct City Council public hearing.  |
| Apr 19 | Consider annexation ordinance.  |
| Apr 20 | Send Ordinance caption to newspaper for publication on Apr 27   |



## CITY OF LAVON Agenda Brief

**MEETING:** April 5, 2022

**ITEM:** 8 - J

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**Item:**

Discussion and action regarding Ordinance No. 2022-04-02 prohibiting vehicles on trails and sidewalks by amending Chapter 11 “Traffic and Vehicles” to add Article 11.05 “Prohibiting Vehicles on Trails and Sidewalks; providing for publication and an effective date; providing a penalty; providing severability, repealer and savings clauses; and finding and determining that the meeting at which this ordinance is adopted to be open to the public as required by law.

**Background:**

The proposed ordinance was drafted to improve the safety of the City’s trail system by restricting the use of vehicles on the trails and sidewalks.

**Financial Implication:**

There is none.

**Staff Notes:**

The Chief of Police worked with the City Attorney to prepare the proposed ordinance. Approval is recommended.

**Attachments:** 1. Proposed Ordinance

**CITY OF LAVON, TEXAS**  
**ORDINANCE NO. 2022-04-02**

Adding Article 11.05 of the Code of Ordinances – Prohibiting Vehicles on Trails and Sidewalks

**AN ORDINANCE OF THE CITY OF LAVON, TEXAS, ADOPTING RULES AND REGULATIONS FOR PROHIBITING VEHICLES ON TRAILS AND SIDEWALKS BY AMENDING CHAPTER 11 “TRAFFIC AND VEHICLES” TO ADD ARTICLE 11.05 “PROHIBITING VEHICLES ON TRAILS AND SIDEWALKS”; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; PROVIDING A PENALTY; PROVIDING SEVERABILITY, REPEALER AND SAVINGS CLAUSES; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, the City Council of the City of Lavon ("City Council") has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Lavon, Texas (the "City") to amend the City's Code of Ordinances in Chapter 11 to add regulations prohibiting vehicles on trails and sidewalks; and

**WHEREAS**, the City Council has authority pursuant to Texas Local Government Code 51.001, to adopt an ordinance that is for the good government, peace, or order of the City, and pursuant to Texas Transportation Code 311.003, may prevent encroachments or obstructions on sidewalks in the City; and

**WHEREAS**, the City Council finds that the adoption of this Ordinance is in the best interest of the City and that this Ordinance will promote and provide for the health, safety, and welfare of the City.

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

**SECTION 1. Recitals**

The City Council hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City Council hereby incorporates such recitals as part of this Ordinance.

**SECTION 2. Amendment**

Chapter 11 "Traffic and Vehicles" of the City's Code of Ordinances is hereby amended to add Article 11.05 "Prohibiting Vehicles on Trails and Sidewalks" to read entirely as provided in Exhibit "A", attached hereto and incorporated herein.

**SECTION 3. Effective Date**

This Ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

**SECTION 4. Proper Notice and Meeting**

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code and as required by Chapter 52 of the Texas Local Government Code.

**SECTION 5. Penalty**

Any person violating any provision of this Ordinance shall, upon conviction, be fined a sum in accordance with the general penalty provided in section 1.01.009 of the City’s Code of Ordinances. Each time that a provision of this Ordinance is violated shall constitute a separate offense. An offense under this division is a misdemeanor. The penalty provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies to it pursuant to local, State and federal law.

**SECTION 6. Severability**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

**SECTION 7. Repealer and Savings**

This Ordinance shall be cumulative of all other ordinance of Lavon and shall not repeal any of the provisions of such ordinances except in those instances where provisions of those ordinances are in direct conflict with the provisions of this Ordinance; whether such ordinances are codified or uncodified, and all other provisions of the ordinances of Lavon, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect. Any repeal occurring due to this provision shall not abate any pending prosecution or lawsuit and/or prevent any prosecution or lawsuit from being commenced for any violation occurring before the effective date of this Ordinance.

**SECTION 8. Open Meeting**

That 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.

**PASSED AND APPROVED** by the City Council of the City of Lavon, Texas this 5<sup>th</sup> day of April 2022.

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

ATTEST:

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

ORDINANCE NO. 2022-04-02

EXHIBIT A

ARTICLE 11.05. PROHIBITING VEHICLES ON TRAILS AND SIDEWALKS

**Sec. 11.05.001. Definitions.**

For the purpose of this article, the following definitions shall apply unless the context indicates or requires a different meaning:

"Vehicle" shall mean a self-propelled vehicle, including:

- (A) Motor vehicle, as defined by Texas Transportation Code Section 541.201(11), as may be amended;
- (B) Motor-assisted scooter, as defined by Texas Transportation Code Section 551.351(1), as may be amended;
- (C) a Golf Cart, as defined by Texas Transportation Code Section 551.401, as may be amended;
- (D) a Neighborhood Electric Vehicle as defined by Texas Transportation Code Section 551.301, as may be amended;
- (E) a Motorcycle, as defined by Texas Transportation Code Section 551.201(9), as may be amended;
- (F) an All-Terrain Vehicle, as defined by Texas Transportation Code Section 551A.001(1) as may be amended;
- (G) Off-Highway Vehicle, as defined by Texas Transportation Code Section 551A.001(1-d) as may be amended;
- (H) Recreational Off-Highway Vehicle, as defined by Texas Transportation Code Section 551A.001(5) as may be amended;
- (I) Pocket bike or mini motorbike, as defined by Texas Transportation Code Section 551.351(2), as may be amended.

The term "vehicle" does not include:

- (A) an electric bicycle, as defined by Texas Transportation Code Section 551.107 as may be amended;
- (B) an Electric Personal Assistive Mobility Device, as defined by Texas Transportation Code Section 551.201 as may be amended; or
- (C) a child's electric powered toy with an electric motor capable of producing two-brake horsepower or less; or
- (D) a wheelchair or other electric assistive devices designed to provide enhanced mobility to physically disabled persons.

**Sec. 11.05.002. Prohibiting Operation of a Vehicle on a Trail or Sidewalk.**

- (a) Except as provided in Section 11.05.003, it shall be unlawful for any person to operate a vehicle on any sidewalk or trail within the City of Lavon.
- (b) Except as provided in Section 11.05.003, it shall be unlawful for any parent or guardian of a minor child to allow the child to operate a vehicle on any sidewalk or trail within the City of Lavon.

**Sec. 11.05.003. Exceptions.**

- (a) A person shall not be in violation of Sec. 11.05.002 when crossing a sidewalk or trail, perpendicular to the sidewalk at the point a driveway crosses the sidewalk – for the purpose of entering or exiting the driveway.
- (b) Authorized personnel shall not be in violation of Sec. 11.05.002 when operating an emergency vehicle on a trail or sidewalk.
- (c) Authorized personnel shall not be in violation of Sec. 11.05.002 when operating city owned vehicles on a trail or sidewalk for the purpose of performing their duties as an employee or contractor of the City.

**Sec. 11.05.004. Penalty clause.**

- (a) Any person violating any provision of this article shall, upon conviction, be fined a sum in accordance with the general penalty provided in section 1.01.009 of this code. Each time that a provision of this article is violated shall constitute a separate offense. An offense under this division is a misdemeanor.
- (b) The penalty provisions imposed under this article shall not preclude the City of Lavon from filing suit to enjoin the violation. The City of Lavon retains all legal rights and remedies to it pursuant to local, State and federal law.

**Sec. 11.05.005. Reserved.**





## CITY OF LAVON Agenda Brief

**MEETING:** April 5, 2022

**ITEM:** 8 - K

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**Item:**

Discussion and action regarding Resolution No. 2022-04-05 approving and authorizing the Mayor to execute a Boundary Adjustment Agreement with the City of Wylie to adjust the extraterritorial jurisdiction boundary; and providing an effective date.

**Background:**

The landowner of approximately 40 acres of property referred to as Boyd Farm that is adjacent to and is prospectively in the extraterritorial jurisdiction (ETJ) of the City of Lavon, pending approval of a boundary adjustment agreement with the City of Wylie, has submitted a petition for the voluntary annexation of the property into the City.

Pursuant to a 2009 Boundary Agreement between the Cities of Lavon, Wylie, Nevada, Rockwall and Garland, the property where Boyd Farm is located is in the City of Wylie's ETJ.

The property does not currently receive any municipal services from the City of Wylie. Any permitting for the existing site development has been handled by Collin County. Due to the distance in between Boyd Farm and the City of Wylie, the county property is included in the Lavon Fire District and fire services are provided by the Lavon Fire Department.

The staff and city attorney have presented a draft boundary agreement to the City of Wylie for their consideration. The City of Wylie staff have expressed support for the proposed adjustment and are reviewing the draft agreement.

**Staff Notes:**

Approval is recommended.

- Attachments:**
1. Proposed Resolution and Agreement
  2. Location Exhibit

**CITY OF LAVON, TEXAS**

**RESOLUTION NO. 2022-04-04**

ETJ Boundary Agreement – City of Wylie

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE CITY OF WYLIE TO ADJUST THE EXTRATERRITORIAL JURISDICTION BOUNDARY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS** the Texas Local Government Code and the Texas Government Code provide authority for the City of Wylie and the City of Lavon to adjust their shared extraterritorial jurisdiction boundary; and

**WHEREAS**, the City Council of the City of Lavon, Texas (“City”) has determined that it is in the best interest of the citizens of the City for the City to agree to an adjustment of the extraterritorial jurisdiction boundary between the City of Lavon and the City of Wylie.

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

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

SECTION 2: Authorization to Execute. The Mayor of the City is hereby authorized and directed, on behalf of the City Council of Lavon, Texas, to execute an agreement with the City of Wylie to adjust the extraterritorial jurisdiction boundary, a copy of which is attached hereto as Exhibit “A”.

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

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas on the 5<sup>th</sup> day of April 2022.

---

Vicki Sanson  
Mayor

ATTEST:

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Rae Norton  
City Secretary

**EXHIBIT A**

Boundary Adjustment Agreement

STATE OF TEXAS §

COUNTY OF COLLIN §

**BOUNDARY ADJUSTMENT AGREEMENT BETWEEN  
THE CITIES OF LAVON AND WYLIE**

**WHEREAS**, the City of Lavon, Texas (“Lavon”), is a Type A, General Law municipality created pursuant to state law, and located in Collin County, Texas; and

**WHEREAS**, the City of Wylie, Texas (“Wylie”), is a Home Rule municipality created pursuant to state law, and located in Collin County, Texas; and

**WHEREAS**, both Lavon and Wylie (collectively, “Parties”) are empowered to enter into agreements concerning their respective extraterritorial jurisdiction (“ETJ”) boundaries and corporate limit boundaries by, but necessarily limited to, the authority granted them pursuant to Chapter 791 of the Texas Government Code, known as the Interlocal Cooperation Act and Chapter 43 of the Texas Local Government Code, to enter into agreements with one another to perform governmental functions such as the determination of ETJ boundaries and corporate limit boundaries; and

**WHEREAS**, Lavon and Wylie are empowered pursuant to Section 42.023 of the Texas Local Government Code to reduce their respective ETJ boundaries by ordinance or resolution; and

**WHEREAS**, the Parties are empowered pursuant to Section 43.015 of the Local Government Code to make mutually agreeable changes in the boundaries of areas that are less than 1,000 feet in width; and

**WHEREAS**, Lavon and Wylie share common boundaries; and

**WHEREAS**, the Parties desire to identify a mutually agreeable extraterritorial jurisdiction boundary between the two communities, and provide a mechanism designed to ensure, to the extent legally permissible, that both cities have agreed upon boundaries upon which they can rely so that each city may have certainty in its respective planning and development decisions for these areas; and

**WHEREAS**, Parties agree that it is in the best interests of the residents of their respective communities to establish a mutually agreeable extraterritorial jurisdiction boundary; and

**WHEREAS**, the Parties have determined that this Boundary Adjustment Agreement Between the Cities of Lavon and Wylie (“Agreement”) is in each party’s best interests, as well as in the best interests of their respective citizens.

**NOW, THEREFORE,** for and in consideration of the mutual promises and covenants herein made and the benefits to each party resulting here from, and the recitals set forth above which are made contractual provisions of this Agreement, Lavon and Wylie do hereby contract, covenant and agree as follows with respect to the properties made subject to this Agreement:

**SECTION 1. FINDINGS INCORPORATED.**

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

**SECTION 2. TERM.**

This Agreement shall become effective upon the date of the last party to execute this Agreement (the "Effective Date") and shall remain in effect in perpetuity, to the extent authorized by law, until and unless terminated by agreement of the Parties.

**SECTION 3. AGREEMENT**

The Parties hereby agree to establish and recognize the new extraterritorial jurisdiction boundary delineated by the green boundary line as shown in *Exhibit A* as attached hereto. Wylie, through this Agreement, hereby releases, relinquishes, waives, and discontinues any claim, jurisdiction, or entitlement to the area being reduced from Wylie's ETJ due to the herein described boundary adjustment, to the extent that any such claim, jurisdiction, or entitlement existed as of the Effective Date of this Agreement.

**SECTION 5. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Agreement:

A. The persons signing this Agreement on behalf of the cities have been duly authorized and empowered to do so. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

B. This Agreement may not be assigned. It embodies the entire agreement between the Parties and may not be amended except in writing.

C. In the event that one or more of the provisions contained in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

D. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Collin County, Texas.

E. This Agreement shall supersede and replace any and all prior agreements between the Parties regarding the matters addressed in this Agreement to the extent of any conflict between this Agreement and any such prior agreements.

**EXECUTED** this the \_\_\_\_ day of \_\_\_\_\_ 2022.

**ATTEST:**

**CITY OF LAVON, TEXAS**

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

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

**ATTEST:**

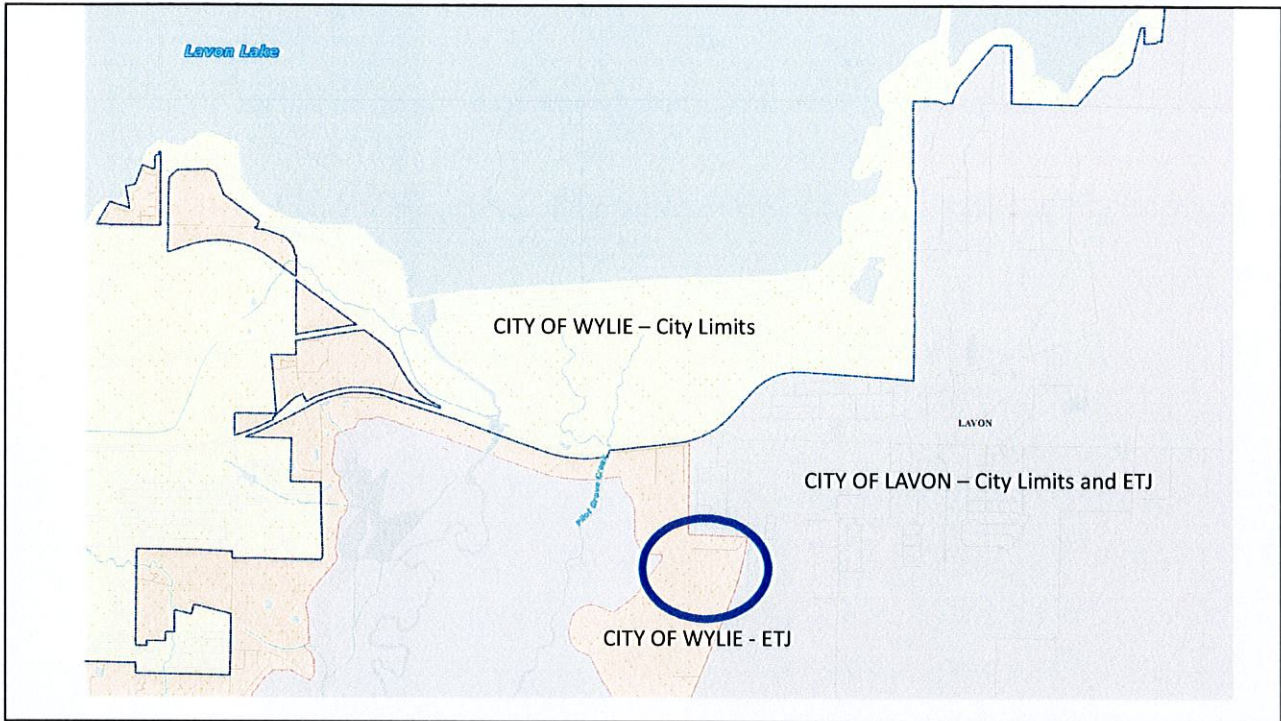
**CITY OF WYLIE, TEXAS**

\_\_\_\_\_  
Stephanie Storm, City Secretary

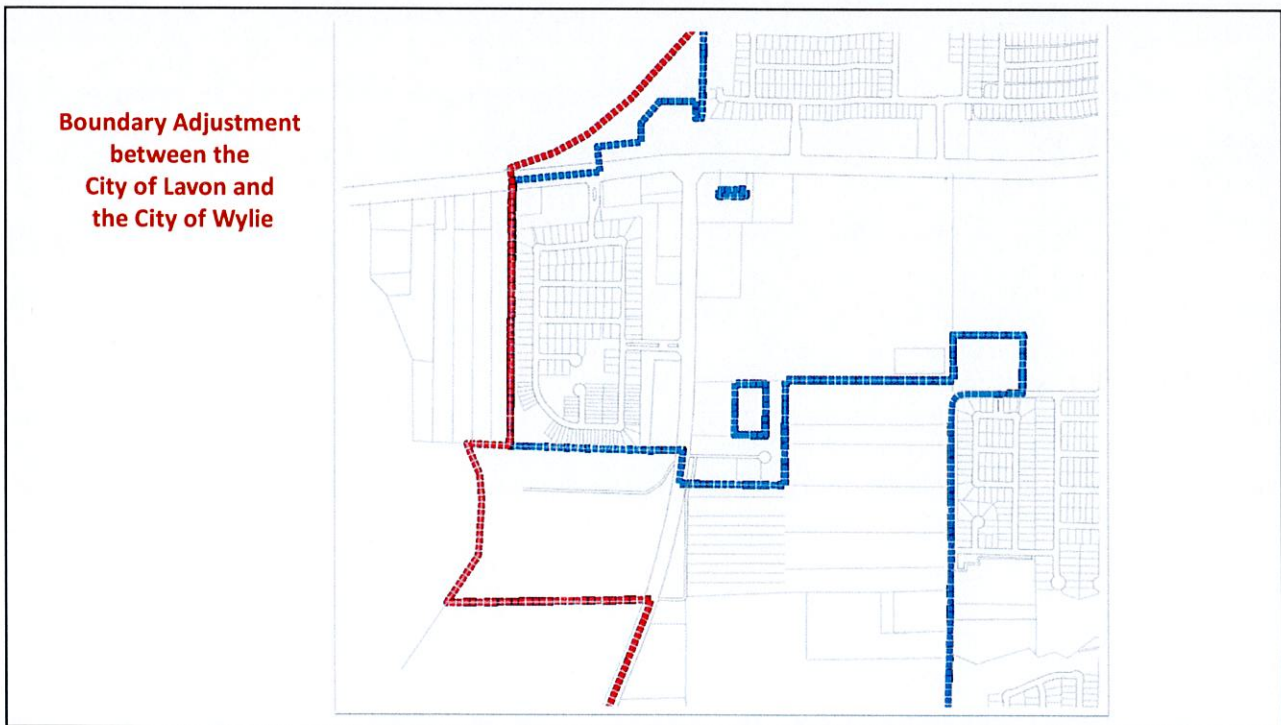
\_\_\_\_\_  
Matthew Porter, Mayor

**EXHIBIT A**  
**New Boundary Line**





74



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## CITY OF LAVON Agenda Brief

MEETING: April 5, 2022

ITEM: 8 - L

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**Item:**

Discussion and action regarding Resolution No. 2022-04-06 approving and authorizing the Mayor to execute a Pre-Annexation Development Agreement with 3002 HOP, LTD., the owners/developer of the Boyd Farm Project, which agreement anticipates, among other things, establishment of land use development design regulations and providing terms for annexation for property in the W. A. S. Bohannon Survey, Abstract No. 121, being all of a called 40 acre tract of land conveyed to Betty Boyd Skelton by deed recorded in Volume 4996, Page 5221 of the Deed Records of Collin County, Texas generally located at 10350 State Highway 205 within the extraterritorial jurisdiction of and adjacent to the City of Lavon, Texas.

**Background:**

The landowner of approximately 40 acres of property referred to as Boyd Farm that is adjacent to and is prospectively in the extraterritorial jurisdiction (ETJ) of the City of Lavon, pending approval of a boundary adjustment agreement with the City of Wylie, has submitted a petition for the voluntary annexation of the property into the City.

In the initial discussions with the property owner, the owner requested assurance regarding land use standards to be applied to the existing site. The owner also requested commitments that the special events venue operation would be able to be continued as there is no corresponding use identified in the City's Code of Ordinances.

The City staff and city attorney have worked with the owner's representative to prepare a pre-annexation development agreement that reasonably accomplishes the objectives of the landowner and the City.

**Staff Notes:**

The City Council will be briefed regarding the proposed pre-annexation development agreement in closed session.

- Attachments:**
1. Proposed Resolution
  2. Location Exhibit

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2022-04-06**

Pre-Annexation Development Agreement – Boyd Farm

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A PRE-ANNEXATION DEVELOPMENT AGREEMENT WITH 3002 HOP, LTD., THE OWNERS/DEVELOPER OF THE BOYD FARM PROJECT, WHICH AGREEMENT ANTICIPATES, AMONG OTHER THINGS, ESTABLISHMENT OF LAND USE DEVELOPMENT DESIGN REGULATIONS AND PROVIDING TERMS FOR ANNEXATION FOR PROPERTY IN THE W. A. S. BOHANNAN SURVEY, ABSTRACT NO. 121, BEING ALL OF A CALLED 40 ACRE TRACT OF LAND CONVEYED TO BETTY BOYD SKELTON BY DEED RECORDED IN VOLUME 4996, PAGE 5221 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS GENERALLY LOCATED AT 10350 STATE HIGHWAY 205 WITHIN THE EXTRATERRITORIAL JURISDICTION OF AND ADJACENT TO THE CITY OF LAVON, TEXAS.**

**WHEREAS**, the parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq.* of the Texas Local Government Code; and

**WHEREAS**, the parties intend that this Agreement be a development agreement as provided for by Section 212.172 of the Texas Local Government Code; and

**WHEREAS**, the City Council finds that approving the Development Agreement serves the best interest of the City and the public health, safety, and welfare of the City.

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

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

**SECTION 2.** The City Council hereby approves and authorizes the Mayor to execute a Pre-Annexation Development Agreement with 3002 HOP, LTD., for approximately 40 acres of property situated in the extraterritorial jurisdiction of the City of Lavon, attached hereto as Exhibit “A”

**SECTION 3.** This Resolution shall become effective from and after its date of passage in accordance with law.

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas on the 5<sup>th</sup> day of April 2022.

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

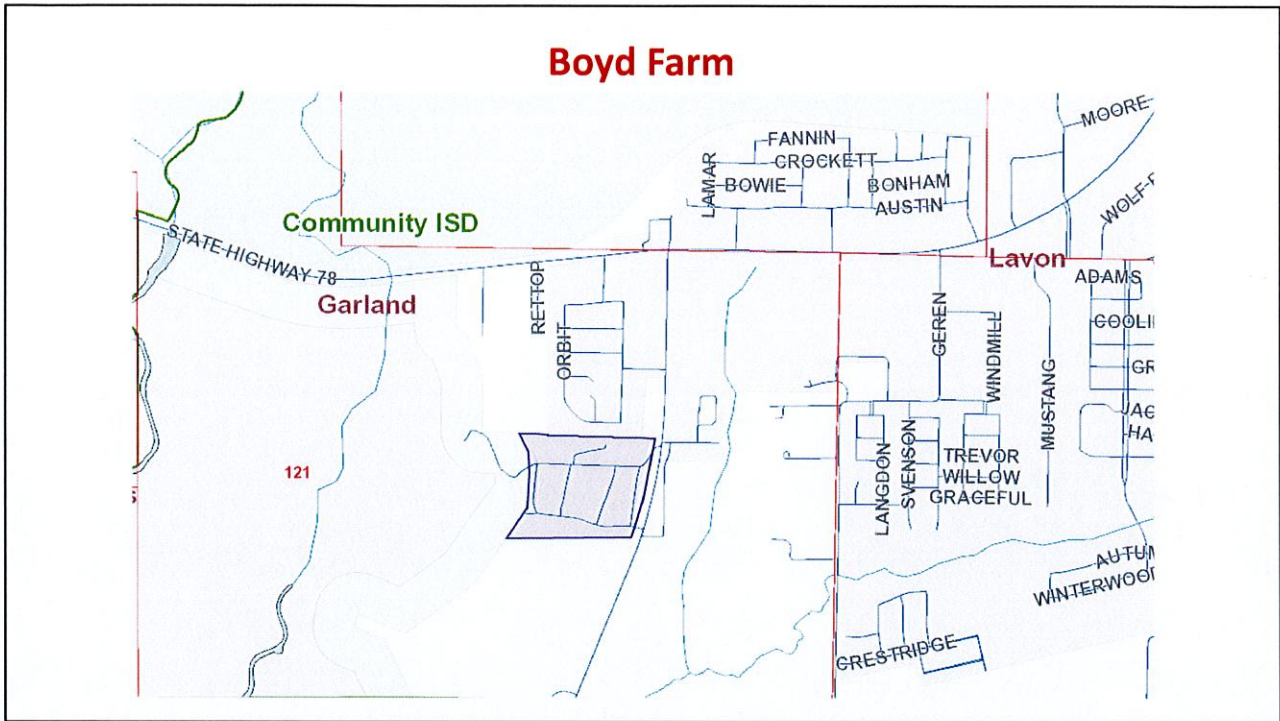
**ATTEST:**

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

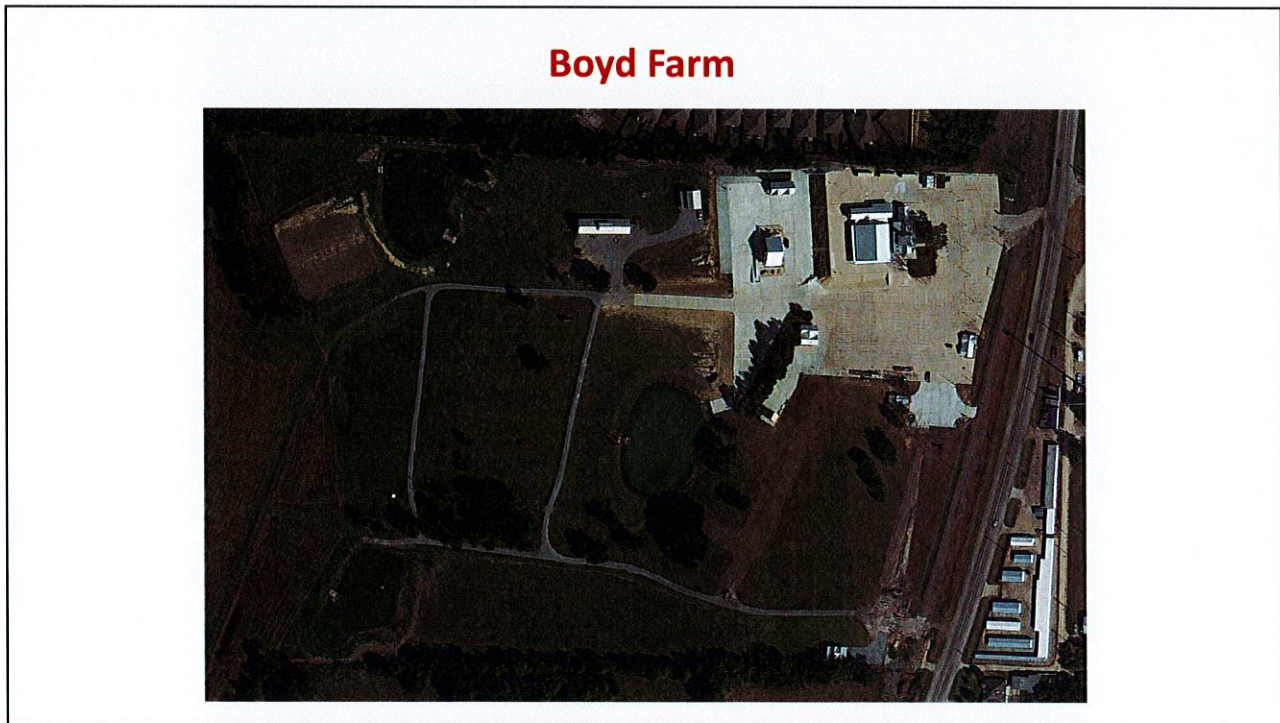
**EXHIBIT A**

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Pre-Annexation Development Agreement



78



79



## CITY OF LAVON Agenda Brief

**MEETING:** April 5, 2022

**ITEM:** 8 - M

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**Item:**

Discussion and action regarding Resolution No. **2022-04-07** accepting a Petition Requesting Annexation by Area Landowners for the voluntary annexation of property in the W. A. S. Bohannon Survey, Abstract No. 121, being all of a called 40 acre tract of land conveyed to Betty Boyd Skelton by deed recorded in Volume 4996, Page 5221 of the Deed Records of Collin County, Texas generally located at 10350 State Highway 205 situated in Collin County within the extraterritorial jurisdiction of and adjacent to the City of Lavon, Texas into the corporate limits of the City of Lavon; approving and authorizing the Mayor to execute a Municipal Services Agreement with the landowners for the purpose of offering municipal services; calling for a public hearing; and providing an effective date.

**Background:**

The landowner of the approximately 40 acres of property referred to as Boyd Farm that is adjacent to and is prospectively in the extraterritorial jurisdiction (ETJ) of the City of Lavon, pending approval of a boundary adjustment agreement with the City of Wylie, has submitted a petition for the voluntary annexation of the property into the City.

The annexation petition is submitted in accordance with terms of a pre-annexation development agreement between the landowner and the City.

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.

***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, the governing body of the municipality must conduct one public hearing.

- (c) During the public hearing, the governing body:
  - (1) must provide persons interested in the annexation the opportunity to be heard; and
  - (2) may adopt an ordinance annexing the area.
- (d) The municipality must post notice of the hearing on the municipality's Internet website if the municipality has an Internet website and publish notice of the hearing in a newspaper of general circulation in the municipality and in the area proposed for annexation. The notice for the hearing must be:
  - (1) published at least once on or after the 20th day but before the 10th day before the date of the hearing; and
  - (2) posted on the municipality's Internet website on or after the 20th day but before the 10th day before the date of the hearing and must remain posted until the date of the hearing.

The landowner has agreed to and executed a Municipal Services Agreement that sets out the provision of municipal services to the annexed area.

The City Council may direct that a public hearing be scheduled for the regular meeting on April 19, 2022. Per state law, upon completion of the prescribed public notice and public hearing, the annexation ordinance may be adopted on April 19, 2022.

An application for a zoning change from temporary Agricultural (A) to Planned Development (PD) is being prepared collaboratively by the landowner, the staff, and the City's planning consultants. The application is consistent with the Comprehensive Plan and Future Land Use Plan.

**Financial Implication:**

It is anticipated that the costs related to the provision of services to the property can be accomplished within current budget parameters and with the provisions of the development agreement. The property will be subject to the same taxes and fees that are applicable within the city.

**Staff Notes:**

Approval is recommended.

- Attachments:**
- 1. Proposed Resolution including Petition for Annexation from Landowners and Municipal Services Agreement
  - 2. Location Exhibit
  - 3. Voluntary Annexation Timeline

**CITY OF LAVON**

**RESOLUTION NO. 2022-04-07**

Petition for annexation of 40 acres – Boyd Farm

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, ACCEPTING A PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS FOR THE VOLUNTARY ANNEXATION OF PROPERTY IN THE W. A. S. BOHANNAN SURVEY, ABSTRACT NO. 121, BEING ALL OF A CALLED 40 ACRE TRACT OF LAND CONVEYED TO BETTY BOYD SKELTON BY DEED RECORDED IN VOLUME 4996, PAGE 5221 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS GENERALLY LOCATED AT 10350 STATE HIGHWAY 205 SITUATED IN COLLIN COUNTY WITHIN THE EXTRATERRITORIAL JURISDICTION OF AND ADJACENT TO THE CITY OF LAVON, TEXAS INTO THE CORPORATE LIMITS OF THE CITY OF LAVON; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MUNICIPAL SERVICES AGREEMENT WITH THE LANDOWNERS FOR THE PURPOSE OF OFFERING MUNICIPAL SERVICES; CALLING FOR A PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the owner of a certain property located within Collin County, Texas, has petitioned the City of Lavon, Texas, (the “City”), a Type A, General Law City, for voluntary annexation of said property, more particularly described in the Petition Requesting Annexation by Area Landowners attached as Exhibit “A” hereto (the “Subject Property”), into the corporate limits of the City; and

**WHEREAS**, the Subject Property is in the extraterritorial jurisdiction of the City and the property owner of the Subject Property, (the “Owners”), has made application for annexation; and

**WHEREAS**, the City and Owner desire to enter into a Municipal Services Agreement pursuant to Section 43.0672 of the Texas Local Government Code to address the provision of municipal services to be offered to the Owner’s 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; and

**WHEREAS**, before the City may adopt an ordinance annexing property under Chapter 43 of the Texas Local Government Code, the City Council must conduct a public hearing to provide persons interested in the annexation the opportunity to be heard.

**WHEREAS**, after review and consideration of such requests and petition of the Owners for annexation, the City Council finds that the Subject Property may be annexed pursuant to §43.0671 of the Texas Local Government Code; and,

**WHEREAS**, the petitioners have agreed and consented to the annexation of the Subject Property by the City and further agree to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

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

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Proceedings.** The Petition Requesting Annexation by Area Landowners for annexation of the Subject Property shown in Exhibit "A", and the Municipal Services Agreement, including the draft services plan shown in Exhibit "B", are hereby accepted and the Mayor is authorized to execute the Municipal Services Agreement. A public hearing has been set for the date of April 19, 2022. Notice of such hearing shall be published and posted and the hearing shall be open to the public to accept public comment on the annexation request.

**Section 3. Severability.** Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

**Section 4. Open Meetings.** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chap.551, Tex. Gov't. Code.

**DULY PASSED and APPROVED** by the City Council of the City of Lavon, Texas, on the 5<sup>h</sup> day of April 2022.

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

**ATTEST:**

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

**Exhibit "A"**

**PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS**

**PETITION REQUESTING ANNEXATION BY AREA LANDOWNER(S)**

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

Pursuant to Texas Local Government Code, Section 43.0671, the undersigned owner(s) 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:

[see *Attachment A*]

I/We certify that the tract of land described in Attachment A will be located in the extraterritorial jurisdiction of the City of Lavon, Texas on the date intended for annexation and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

**Petitioner:**

**3002 HOP, LTD.,  
a Texas limited partnership  
By: 3002 Management, LLC,  
a Texas limited liability company and  
its General Partner**

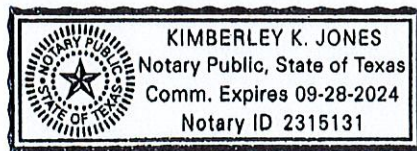
By: *Matt Barrier*  
Matt Barrier, Manager

THE STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned authority, on this day personally appeared **Matt Barrier** known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 1<sup>st</sup> day of April, 2022.



*Kimberley K. Jones*  
Notary Public in and for  
Collin County, Texas.

## Attachment A

SITUATED in the State of Texas and the County of Collin, being part of the W. A. S. Bohannon Survey, Abstract No. 121, being all of a called 40 acre tract of land conveyed to Betty Boyd Skelton by deed recorded in Volume 4996, Page 5221 of the Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod capped "Roome" set for comer in the west right-of-way line of State Highway 205 (100 foot right-of-way) and marking the northeast comer of a tract of land described in a deed to Iola Albright and recorded in Volume 700, Page 110 of the Deed Records of Collin County, Texas and the southeast comer of said 40 acre tract;

THENCE with the general line of a wire fence, the north line of said Albright tract and the south line of said 40 acre tract, South 89°28'29" West, 1564.77 feet to 1/2 inch iron pipe found for comer in the east line of a called 44.61 acre tract of land conveyed to the City of Dallas by deed recorded in Volume 698, Page 367 of the Deed Records of Collin County, Texas and marking the northwest comer of said Albright tract and the southwest comer of said 40 acre tract;

THENCE with the east line of said 44.61 acre tract and the west line of said 40 acre tract as follows:

North 34°01'59" East, 450.00 feet to a City of Dallas monument found for comer;

North 03°40'18" East, 434.58 feet to a City of Dallas monument found for comer;

North 04°08,07" West, 235.31 feet to a point for comer, and

North 25°00'30" West, 241.40 feet to a City of Dallas monument found for comer in the south line of a called 19.501 acre tract of land conveyed to S R Equipment Company, Ltd. by deed recorded in Document No. 201000610000588700 of the Deed Records of Collin County, Texas and marking the northeast comer of said 44.61 acre tract and the northwest comer of said 40 acre tract;

THENCE with the south line of said 19.501 acre tract and the north line of said 40 acre tract, South 88°46'35" East, 344.09 feet to a 1/2 inch capped iron rod found for comer in the west line of Grand Heritage - West C, an addition to the City of Lavon, Collin County, Texas, according to the plat thereof recorded in Volume 2008, Page 290 of the Plat Records of Collin County, Texas and marking the southeast comer of said 19.501 acre tract and a northeast comer of said 40 acre tract;

THENCE with the west line of said Grand Heritage - West C and an east line of said 40 acre tract, South 00°28'03" West, 11.55 feet to a 1/2 inch iron rod capped "Roome" set for comer marking the southwest comer of said Grand Heritage - West C and an ell comer of said 40 acre tract;

THENCE with the south line of said Grand Heritage - West C, the south line of a called 2.94 acre tract conveyed to DPB Investments, LP by deed recorded in Document No. 20110606000576510 of the Deed Records of Collin County, Texas, the south line of a called 2.04 acre tract conveyed to World Land Developers, LP by deed recorded in Document No. 20071213001657580 of the Deed Records of Collin County, Texas and the north line of said 40 acre tract, South 88°17'02" East, 1320.94 feet to a 1/2 inch iron rod found for comer in the curving west right-of-way line of State Highway 205 and marking the southeast comer of said 2.04 acre tract and the northeast comer of said 40 acre tract;

THENCE southwesterly with said west right-of-way line, the east line of said 40 acre tract and with a curve to the right having a radius of 5679.58 feet, a central angle of 12°17'06", an arc length of 1217.79 feet and

a chord bearing and distance of South 12°21'45" West, 1215.46 feet to the Point of Beginning and containing 42.058 acres of land, more or less.

LESS that certain property taken by condemnation conveyance to the State of Texas identified as that certain 65,859 square feet of land, more or less in W.A.S. Bohannon Survey, Abstract No. 121, Collin County, Texas, and being part of a called 42.058 acre tract of land conveyed by General Warranty Deed from Idena, LLC to 3002 HOP, Ltd., executed May 9, 2016, as recorded in Instrument No. 20160511000577640, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said 65,859 square feet (1.5119 Acres) of land being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2 inch iron pipe (controlling monument) for the southwest corner of said 3002 HOP, Ltd. tract, being on the north line of a called 57 acre tract of land conveyed in a deed to Iola K. Albright, executed December 15, 1964, as recorded in Volume 700, Page 110, said Official Public Records (O.P.R.C.C.T.);

THENCE North 89 degrees 29 minutes 42 seconds East, along the south line of said 3002 HOP, Ltd. tract and the north line of said Iola K. Albright tract, a distance of 1,503.68 feet to a 5/8 inch iron rod with pink plastic cap stamped "TEXAS DEPARTMENT OF TRANSPORTATION ROW MONUMENT"\* (hereafter referred to as a set "TxDOT" monument) on the new west right of way line of State Highway 205 (a variable width right of way), and at the POINT OF BEGINNING, and being 75.00 feet left of Station 1210+20.07, and have a N.A.D. 83 (2011 Adjustment), Texas State Plane North Central Zone (4202) surface coordinate of Northing 7,058,577.42 and Easting 2,594,774.76, being the beginning of a curve to the left;

- 1) THENCE departing the south line of said 3002 HOP, Ltd. tract and the north line of said Iola K. Albright tract, along the new west right of way line of said State Highway 205, 1,222.51 feet along the arc of said curve to the left, through a central angle of 10 degrees 06 minutes 53 seconds, having a radius of 6,925.00 feet and long chord which bears North 13 degrees 16 minutes 52 seconds East, 1,220.92 feet to a set "TxDOT" monument\* on the north line of said 3002 HOP, Ltd. tract and the south line of a called 3.401 acre tract of land conveyed as Tract No. 4 in a deed to DPB Investments, LP executed January 1, 2010, as recorded in Instrument No. 201110606000576510, said Office Public Records (O.P.R.C.C.T.);
- 2) THENCE South 88 degrees 14 minutes 55 seconds East, departing the new west right of way line of said State Highway 205, along the north line of said 3002 HOP, Ltd. tract and the south line of said DPB Investments, LP Tract No. 4, a distance of 41.31 feet to a found 3/8 inch iron rod (controlling monument) for the northeast corner of said 3002 HOP, Ltd. tract and the southeast corner of said DPB Investments, LP Tract No. 4, on the existing west right of way line of State Highway 205 (a 100 feet wide right of way) described in a deed to the State of Texas, as recorded in Volume 388, Page 365, Deed Records, Collin County, Texas (D.R.C.C.T.), being the beginning of a curve to the right;
- 3) THENCE departing the north line of said 3002 HOP, Ltd. tract and the south line of said DPB Investments, LP Tract No 4, along the existing west right of way line of said State Highway 205 and the east line of said 3002 HOP, Ltd. tract, 1,216.88 feet along the arc of said curve to the right, through a central angle of 12 degrees 16 minutes 33 seconds, having a radius of 5,679.58 feet and a long chord which bears South 12 degrees 20 minutes 55 seconds West, 1,214.56 feet to a found 3/8 inch iron rod with cap stamped "ROOKE" or "ROOME" for the southeast corner of said 3002 HOP, Ltd. tract and the northeast corner of said Iola K. Albright tract.

**Exhibit "B"**

**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"). 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**, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, legally described as 10350 State Hwy. 205, Lavon, Texas 75166, and 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. It is further acknowledged and agreed by the City that until the City provides all required services by bringing them to the Property, Owner shall have no obligation to pay ad valorem property taxes to the City.

**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, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming**

**an ownership interest in 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](http://www.cityoflavon.com) and 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.** Owner acknowledges and agrees that the Property 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:

3002 HOP, Ltd.  
Attn: General Counsel  
P.O. Box 558  
McKinney, TX 75070

**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.

**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 16.** This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

**Section 17.** The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

**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 \_\_\_\_ day of \_\_\_\_\_, 2022.

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 \_\_\_\_\_, 2022, 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:    3002 HOP, LTD.,  
              a Texas limited partnership**

By Its General Partner:    3002 Management, LLC,  
  a Texas limited liability company

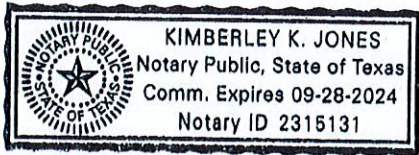
By:           *Matt Barrier*            
Name: Matt Barrier  
Title: Manager

Date: April 1, 2022

THE STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN           §

This instrument was acknowledged before me on April 1, 2022, by Matt Barrier, as Manager of the General Partner of 3002 HOP, LTD., owner of said Property.

          *Kimberley K. Jones*            
Notary Public in and for the State of TEXAS



**EXHIBIT "A"**  
**Property Description and Depiction**

SITUATED in the State of Texas and the County of Collin, being part of the W. A. S. Bohannon Survey, Abstract No. 121, being all of a called 40 acre tract of land conveyed to Betty Boyd Skelton by deed recorded in Volume 4996, Page 5221 of the Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod capped "Roome" set for corner in the west right-of-way line of State Highway 205 (100 foot right-of-way) and marking the northeast corner of a tract of land described in a deed to Iola Albright and recorded in Volume 700, Page 110 of the Deed Records of Collin County, Texas and the southeast corner of said 40 acre tract;

THENCE with the general line of a wire fence, the north line of said Albright tract and the south line of said 40 acre tract, South 89°28'29" West, 1564.77 feet to 1/2 inch iron pipe found for corner in the east line of a called 44.61 acre tract of land conveyed to the City of Dallas by deed recorded in Volume 698, Page 367 of the Deed Records of Collin County, Texas and marking the northwest corner of said Albright tract and the southwest corner of said 40 acre tract;

THENCE with the east line of said 44.61 acre tract and the west line of said 40 acre tract as follows:

North 34°01'59" East, 450.00 feet to a City of Dallas monument found for corner,

North 03°40'18" East, 434.58 feet to a City of Dallas monument found for corner,

North 04°08,07" West, 235.31 feet to a point for corner, and

North 25°00'30" West, 241.40 feet to a City of Dallas monument found for corner in the south line of a called 19.501 acre tract of land conveyed to S R Equipment Company, Ltd. by deed recorded in Document No. 201000610000588700 of the Deed Records of Collin County, Texas and marking the northeast corner of said 44.61 acre tract and the northwest corner of said 40 acre tract;

THENCE with the south line of said 19.501 acre tract and the north line of said 40 acre tract, South 88°46'35" East, 344.09 feet to a 1/2 inch capped iron rod found for corner in the west line of Grand Heritage - West C, an addition to the City of Lavon, Collin County, Texas, according to the plat thereof recorded in Volume 2008, Page 290 of the Plat Records of Collin County, Texas and marking the southeast corner of said 19.501 acre tract and a northeast corner of said 40 acre tract;

THENCE with the west line of said Grand Heritage - West C and an east line of said 40 acre tract, South 00°28'03" West, 11.55 feet to a 1/2 inch iron rod capped "Roome" set for corner marking the southwest corner of said Grand Heritage - West C and an ell corner of said 40 acre tract;

THENCE with the south line of said Grand Heritage - West C, the south line of a called 2.94 acre tract conveyed to DPB Investments, LP by deed recorded in Document No. 20110606000576510 of the Deed Records of Collin County, Texas, the south line of a called 2.04 acre tract conveyed to World Land Developers, LP by deed recorded in Document No. 20071213001657580 of the Deed Records of Collin County, Texas and the north line of said 40 acre tract, South 88°17'02" East, 1320.94 feet to a 1/2 inch iron rod found for corner in the curving west right-of-way line of State Highway 205 and marking the southeast corner of said 2.04 acre tract and the northeast corner of said 40 acre tract;

THENCE southwesterly with said west right-of-way line, the east line of said 40 acre tract and with a curve to the right having a radius of 5679.58 feet, a central angle of 12°17'06", an arc length of

1217.79 feet and a chord bearing and distance of South 12°21'45" West, 1215.46 feet to the Point of Beginning and containing 42.058 acres of land, more or less.

LESS that certain property taken by condemnation conveyance to the State of Texas identified as that certain 65,859 square feet of land, more or less in W.A.S. Bohannon Survey, Abstract No. 121, Collin County, Texas, and being part of a called 42.058 acre tract of land conveyed by General Warranty Deed from Idena, LLC to 3002 HOP, Ltd., executed May 9, 2016, as recorded in Instrument No. 20160511000577640, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said 65,859 square feet (1.5119 Acres) of land being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2 inch iron pipe (controlling monument) for the southwest corner of said 3002 HOP, Ltd. tract, being on the north line of a called 57 acre tract of land conveyed in a deed to Iola K. Albright, executed December 15, 1964, as recorded in Volume 700, Page 110, said Official Public Records (O.P.R.C.C.T.);

THENCE North 89 degrees 29 minutes 42 seconds East, along the south line of said 3002 HOP, Ltd. tract and the north line of said Iola K. Albright tract, a distance of 1,503.68 feet to a 5/8 inch iron rod with pink plastic cap stamped "TEXAS DEPARTMENT OF TRANSPORTATION ROW MONUMENT"\* (hereafter referred to as a set "TxDOT" monument) on the new west right of way line of State Highway 205 (a variable width right of way), and at the POINT OF BEGINNING, and being 75.00 feet left of Station 1210+20.07, and have a N.A.D. 83 (2011 Adjustment), Texas State Plane North Central Zone (4202) surface coordinate of Northing 7,058,577.42 and Easting 2,594,774.76, being the beginning of a curve to the left;

- 1) THENCE departing the south line of said 3002 HOP, Ltd. tract and the north line of said Iola K. Albright tract, along the new west right of way line of said State Highway 205, 1,222.51 feet along the arc of said curve to the left, through a central angle of 10 degrees 06 minutes 53 seconds, having a radius of 6,925.00 feet and long chord which bears North 13 degrees 16 minutes 52 seconds East, 1,220.92 feet to a set "TxDOT" monument\* on the north line of said 3002 HOP, Ltd. tract and the south line of a called 3.401 acre tract of land conveyed as Tract No. 4 in a deed to DPB Investments, LP executed January 1, 2010, as recorded in Instrument No. 201110606000576510, said Office Public Records (O.P.R.C.C.T.);
- 2) THENCE South 88 degrees 14 minutes 55 seconds East, departing the new west right of way line of said State Highway 205, along the north line of said 3002 HOP, Ltd. tract and the south line of said DPB Investments, LP Tract No. 4, a distance of 41.31 feet to a found 3/8 inch iron rod (controlling monument) for the northeast corner of said 3002 HOP, Ltd. tract and the southeast corner of said DPB Investments, LP Tract No. 4, on the existing west right of way line of State Highway 205 (a 100 feet wide right of way) described in a deed to the State of Texas, as recorded in Volume 388, Page 365, Deed Records, Collin County, Texas (D.R.C.C.T.), being the beginning of a curve to the right;
- 3) THENCE departing the north line of said 3002 HOP, Ltd. tract and the south line of said DPB Investments, LP Tract No 4, along the existing west right of way line of said State Highway 205 and the east line of said 3002 HOP, Ltd. tract, 1,216.88 feet along the arc of said curve to the right, through a central angle of 12 degrees 16 minutes 33 seconds, having a radius of 5,679.58 feet and a long chord which bears South 12 degrees 20 minutes 55 seconds West,

1,214.56 feet to a found 3/8 inch iron rod with cap stamped "ROOKE" or "ROOME" for the southeast corner of said 3002 HOP, Ltd. tract and the northeast corner of said Iola K. Albright tract.

**EXHIBIT "B"**  
**Municipal Service Plan**

# CITY OF LAVON ANNEXATION SERVICE PLAN

## PUBLIC SAFETY SERVICES

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### FIRE SERVICES

**Existing Services:** Lavon 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. It being agreed by the City and Owner that all current improvements on the Property are grandfathered in as approved by the City.

## MUNICIPAL SERVICES

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### 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. It being agreed by the City and Owner that all of the Property will be a Special Activities District according to the language agreed upon by both parties.

## **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. It is understood and agreed upon by the City of Lavon and Owner that the Lavon Police Department for any events the Owner determines traffic control is necessary.

## **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. It is agreed by the City of Lavon and Owner that the Owner reserves the right to elect the Solid Waste provider for the City and have a third-party waste collection service collect the Owner's waste from the Property.

## **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.

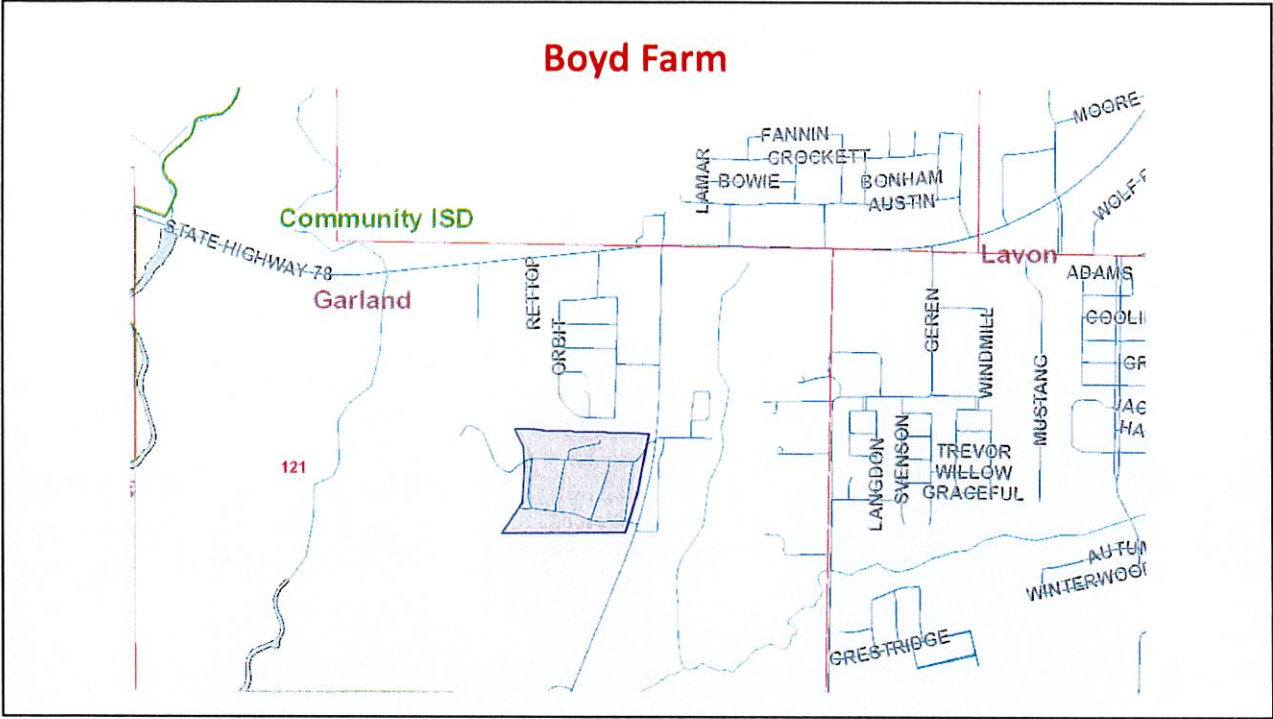
## **SANITARY SEWER SERVICES**

**Existing Services:** None

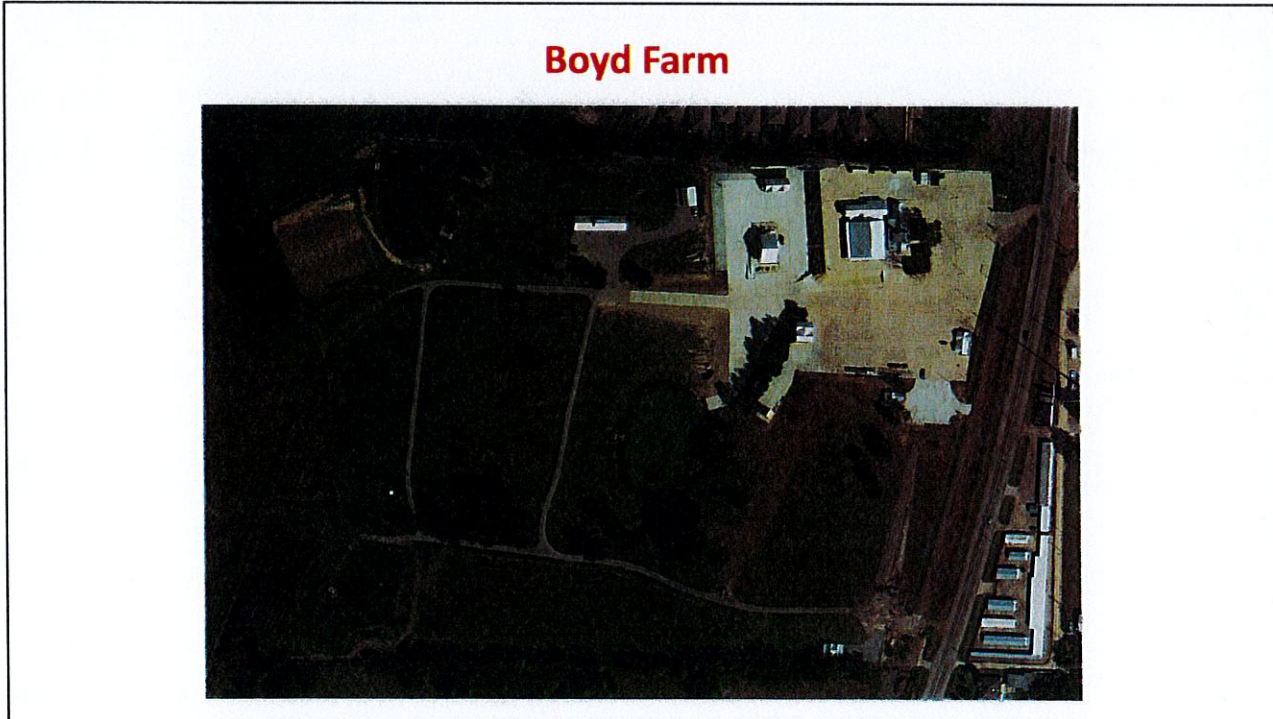
**Services to be Provided:** On the effective date of annexation, sanitary sewer service will be provided in accordance with applicable codes and departmental policy. Upon the completion of extension, construction, and dedication of sanitary sewer facilities, including off-site facilities, the City shall 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 and franchise 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.



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**City of Lavon, Texas**

**ANNEXATION PETITION PROCESS**

**BOYD FARM**

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The City Council meets regularly on the first and third Tuesday of each month, except the first Tuesday in October or in the event of conflicting holidays.

- Mar 28      Petition for annexation submitted by landowner to the City  
                 Pre-Annexation and Development Agreement
- Apr 1        Post notice for City Council consideration of the petition – 72 hours prior
- Apr 1        Notice of public hearing to newspaper for publication (Wednesday  
                 publication date) no more than 20 or less than 10 days of hearing
- Apr 5        City Council consider development agreement and resolution accepting  
                 the annexation petition, approving written services agreement, and calling  
                 a public hearing
- Apr 6        Publish notice of hearing. Obtain required affidavit of publication from  
                 newspaper.  
                 Send notifications per statute.  
                 Post notice of public hearing on website.
- Apr 12      Wylie City Council Meeting
- Apr 15      Post notice of City Council public hearing and action per Open Meetings  
                 Act – 72 hours prior.
- Apr 19      Conduct City Council public hearing.
- Apr 19      Consider annexation ordinance.
- Apr 20      Send Ordinance caption to newspaper for publication on Apr 27

Note: The City of Wylie City Council meets on April 12 and April 26 and requires a minimum of two weeks of lead time.



## CITY OF LAVON Agenda Brief

**MEETING:** April 5, 2022

**ITEM:** 8 - O

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**Item:**

Discussion and action regarding Board and Commission appointments – Planning and Zoning Commission

**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.

A member of the Planning and Zoning Commission, Seat 1, has resigned.

**Attachments:**           1. Spreadsheet – Boards & Commissions

## City of Lavon Boards & Commissions

April 2022

Place	Elected / Appointed	Name	Term Expires	Appointment Notes
<b>City Council Members</b>				Elected
Mayor	6/19/2018	Vicki Sanson	11/2023	
Place One	6/19/2018	John Kell	11/2022	
Place Two	11/7/2017	Mike Cook	11/2023	
Place Three	11/21/2016	Kay Wright	11/2022	
Place Four	1/15/2019	Ted Dill	11/2023	
Place Five	11/21/2016	Mindi Serkland	11/2022	

<b>Economic Development Corp Board of Dir - Type B</b>				7 members; 4 CC/staff; county resident
Place 1, Chair	3/1/2009	Kay Wright	7/15/2022	
Place 2	7/17/2018	Manzelle Williams	7/15/2023	
Place 3	9/19/2017	Vicki Sanson	7/15/2022	
Place 4	7/16/2019	Rachel Dumas	7/15/2023	
Place 5	9/17/2019	Joe Serpette	7/15/2022	
Place 6	7/18/2017	John Kell	7/15/2023	
Place 7	5/4/2021	Jordan Williams	7/15/2022	

<b>Planning &amp; Zoning Commission</b>				5 members, residency req
Seat 1	5/4/2021	Cody Bedell	6/1/2023	<i>resigned</i>
Seat 2	7/19/2016	Deborah Nabors	6/1/2022	
Seat 3	6/1/2021	Brad Tiegs	6/1/2023	
Seat 4	7/16/2019	Michael Smith	6/1/2022	
Seat 5, Chair	8/16/2011	David Rosenquist	6/1/2023	
	ex officio	Vicki Sanson	6/1/2023	

<b>Parks &amp; Recreation Board</b>				5 members; residency req
Seat 1	4/17/2012	Mike Gulino	1/1/2023	
Seat 2	1/16/2018	Kelly Turk	1/1/2024	
Seat 3	7/16/2019	Leon Marshall	1/1/2023	
Seat 4	3/17/2020	Jennifer White	1/1/2024	
Seat 5	2/2/2021	Joe Serpette	1/1/2023	
Alternate	6/1/2021	Lindsey Hedge	1/1/2024	

<b>IFC Building Board of Appeals</b>				6 members
Chairperson	3/1/2022	Mayor		
Seat 1	3/1/2022	City Council - Place 1		
Seat 2	3/1/2022	City Council - Place 2		
Seat 3	3/1/2022	City Council - Place 3		
Seat 4	3/1/2022	City Council - Place 4		
Seat 5	3/1/2022	City Council - Place 5		

<b>LVFD Board of Directors</b>				3 members
Seat 1	6/19/2018	Mindi Serkland	6/19/2022	
Seat 2	6/19/2018	Mike Jones	6/19/2023	
Seat 3	6/19/2018	Kelly Turk	6/19/2022	

<b>Comprehensive Plan Advisory Committee</b>				<i>meets ad hoc</i>
Planning and Zoning Commission appointed on January 19, 2021				