



AGENDA
MAY 3, 2022
LAVON CITY COUNCIL
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS
REGULAR MEETING
7:00 PM

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

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. 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. PROCLAMATIONS

Economic Development Week - May 9-13, 2022

Peace Officers Memorial Day May 15, 2022 and Police Week - May 11-16, 2022

Public Works Week - May 15-21, 2022

6. PRESENTATION – FINANCIAL STATEMENTS

Presentation of the 2021 Financial Statements and Independent Audit Report – Mike Ward Accounting & Financial Consulting, PLLC.

7. CONSENT AGENDA

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

A. Approve the minutes of the April 19, 2022, meeting.

B. Approve Resolution No. 2022-05-01 approving and authorizing the Mayor to execute an Interlocal Agreement with the City of Wylie, Texas for the Disposition of Surplus Personal Property for Law Enforcement consisting of a Night Hawk Tire Deflation Device.

8. ITEMS FOR CONSIDERATION

A. Discussion and action regarding Ordinance No. 2022-05-01 annexing the hereinafter described territory into the extraterritorial jurisdiction of the City of Lavon, Collin County, Texas, and extending the boundary limits of said extraterritorial jurisdiction so as to include the described property within the extraterritorial jurisdiction; providing instructions for filing this ordinance and for correcting the official map and boundaries of said city; providing severability and cumulative clauses; and providing an effective date.

B. Public hearing, discussion, and action regarding the property owners' petition 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 into the corporate limits of the City of Lavon, Collin County, Texas.

1) **PUBLIC HEARING** continued from April 19, 2022 to receive comments regarding the petition.

2) Discussion and action regarding the petition and accompanying Ordinance No. 2022-05-02.

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

C. Public hearing, discussion, and action regarding an application to change the zoning district classification from temporary Agricultural (A) District to a Planned Development (PD) District consisting of 157 residential lots and 3 HOA open space lots, on approximately 57.075 acres of land, the Bear Creek Addition, Phase 6 in the Drury Anglin Survey, Abstract No. 2, Lavon, Collin County, Texas, located southeast of the intersection of Presidents Blvd. and CR 483 (CCAD Property ID 1249973).

- 1) Presentation of proposed request.
- 2) **PUBLIC HEARING** to receive comments regarding the proposed request.
- 3) Discussion and action regarding the proposed request and accompanying Ordinance No. **2022-05-03**.

D. Discussion and action regarding Board and Commission appointments – Planning and Zoning Commission, Parks and Recreation Board, and Charter Commission.

E. Discussion and action regarding the rental of the Community Room to the public.

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

9. SET FUTURE MEETINGS AND AGENDA

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

May 7, 2022 – Election Day

May 17, 2022 – Regular Meeting – Canvass Election Results

10. PRESIDING OFFICER TO ADJOURN THE MEETING

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

This is to certify that this Agenda was duly posted on the City's website at www.cityoflavon.com and at City Hall and on or before 6:00 PM on April 29, 2022.



Rae Norton, City Secretary



**PROCLAMATION
City of Lavon, Texas**

“Economic Development Week”

WHEREAS, economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base, and

WHEREAS, economic developers stimulate and incubate entrepreneurship to help establish the next generation of new businesses, attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions, and

WHEREAS, the International Economic Development Council provides leadership and excellence in economic development for communities, members, and partners through conferences, training courses, advisory services and research, in-depth publications, public policy advocacy, and initiatives, and

WHEREAS, the Lavon Economic Development Corporation (LEDC) is committed to cultivating investment and growth in the City of Lavon,

NOW THEREFORE, I, Vicki Sanson, Mayor of the City of Lavon do hereby recognize the week of May 9 through May 13, 2022 in Lavon, Texas as

Economic Development Week

and encourage support of LEDC efforts to expand career opportunities and diversify the tax base in the City of Lavon.

PROCLAIMED this 3rd day of May 2022.



Vicki Sanson
Mayor



PROCLAMATION City of Lavon, Texas

Peace Officers Memorial Day and Police Week 2022

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which it falls as Police Week;

WHEREAS, the International Association of Police Chiefs (IACP) has declared law enforcement officer safety and wellness a top priority, and the IACP's Center for Officer Safety and Wellness promotes the importance of individual, agency, family and community safety and wellness awareness; and

WHEREAS, the City of Lavon Police Department plays an essential role in safeguarding the rights and freedoms of the citizens of the City of Lavon and through determination, training and innovation continues to be a professional progressive law enforcement agency that unceasingly provides a vital public service.

NOW THEREFORE, I, Vicki Sanson, Mayor of the City of Lavon do hereby respectively recognize May 15, 2022 and proclaim the week of May 11 through May 16, 2022 in Lavon, Texas as

Peace Officers Memorial Day and Police Week

to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty and to commemorate and express gratitude for police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities.

PROCLAIMED this 3rd day of May 2022.



Vicki Sanson
Mayor



PROCLAMATION City of Lavon, Texas

Public Works Week — May 15-21, 2022

WHEREAS, the City of Lavon recognizes that the public works services provided in our community are an integral part of our citizen's everyday lives, and;

WHEREAS, the support of an understanding and informed public is vital to the efficient operation of public works systems and programs including sewer, streets, public buildings and parks, code enforcement and engineering to provide these essential services to our citizens, and;

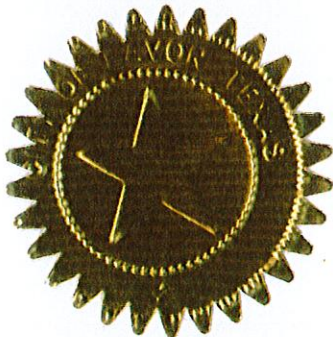
WHEREAS, the health, safety and welfare of this community greatly depend on these facilities and services and the quality and effectiveness of these facilities, as well as their planning design and construction, is vitally dependent upon the efforts and skills of public works officials.

NOW THEREFORE, I, Vicki Sanson, Mayor of the City of Lavon do hereby proclaim the week of May 15 through May 21, 2022 in Lavon, Texas as

Public Works Week

and encourage our citizens to join in expressing support and appreciation for our dedicated public works employees.

PROCLAIMED this 3rd day of May 2022.



Vicki Sanson
Mayor



CITY OF LAVON Agenda Brief

MEETING: May 3, 2022

ITEM: 6

Item:

Presentation of the 2021 Financial Statements and Independent Audit Report – Mike Ward Accounting & Financial Consulting, PLLC.

Background:

The Texas Local Government Code requires that the City's financial statements shall be audited annually by an independent certified public accountant. The professional audit firm, Mike Ward Accounting & Financial Consulting, PLLC was hired by the City Council to conduct the annual audit for FY 2019-20.

The annual audit was conducted in accordance with governmental auditing standards and fulfills the requirements set out in state law.

The auditor provided a preliminary comment that the audit resulted in an unmodified ("clean") opinion indicating that the financial statements are presented fairly, in all material respects, in accordance with generally accepted accounting principles.

This represents the best opinion possible.

The audit report will be distributed and presented by the auditor at the meeting.

Staff Notes:

The record will reflect that the City Council received the annual report. No action is necessary.



**MINUTES
APRIL 19, 2022
LAVON CITY COUNCIL
REGULAR MEETING
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS
7:00 P.M.**

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

ABSENT: TED DILL, PLACE 4

1. MAYOR SANSON CALLED THE MEETING TO ORDER AT 7:00 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

- EDC Shop Lavon \$20 Coupon Program will be running through May 15, 2022.
- Early voting April 25-May 3 and Election Day is May 7, 2022.

4. CITIZENS COMMENTS

There were no citizens comments.

5. PROCLAMATION

The City Council expressed appreciation for the City's Building Official and Fire Marshal in recognition of "Building Safety Month".

6. PRESENTATION- FINANCIAL STATEMENTS

At the request of the audit firm, the item will be deferred to the May 3, 2022 meeting.

7. CONSENT AGENDA

A. Approve the minutes of the April 5, 2022, meeting.

B. Approve Resolution No. 2022-04-08 approving and authorizing the Mayor to execute a Contract for Management Services with Traylor & Associates, Inc. for administrative services relating to Texas Community Development Block Grant (TxCDBG) Project, Contract Number CDV21-0092.

C. Approve Resolution No. 2022-04-09 approving and authorizing the Mayor to execute a Professional Services Agreement with Kimley-Horn and Associates, Inc. for engineering services for preparation of contract documents for the City's TxCDBG project.

MOTION: APPROVE THE CONSENT AGENDA.

MOTION MADE: WRIGHT

SECONDED: COOK

APPROVED: UNANIMOUS (Absent: Dill)

8. ITEMS FOR CONSIDERATION

A. Public hearing, discussion, and action regarding a proposed update to the Comprehensive Plan, including the Future Land Use Plan and Thoroughfare Plan.

Presentation of proposed update.

Abra Nusser, Peloton Land Solutions, recapped the engagement and production process and presented the update to the Comprehensive Plan, Future Land Use Plan and Thoroughfare Plan. Implementation steps were presented and reviewed, and it was acknowledged that minor text amendments and map revisions to reflect adjacent city boundaries will be included. City Administrator Kim Dobbs provided the report from the Planning and Zoning Commission meeting, noting the Commission voted unanimously to recommend approval.

PUBLIC HEARING, to receive comments regarding the request.

Mayor Sanson opened the public hearing at 7:18 p.m. and invited comments for or against the update. There being no comments, Mayor Sanson closed the public hearing at 7:18 p.m.

Discussion and action regarding the update.

MOTION: APPROVE ORDINANCE 2022-04-03 ADOPTING THE 2022 COMPREHENSIVE PLAN, INCLUDING THE FUTURE LAND USE PLAN AND THOROUGHFARE PLAN, INCLUDING AMENDMENTS AS PRESENTED.

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

B. Discussion and action regarding Resolution No. 2022-04-10 regarding the Collin County Future Mobility Study and associated recommendations in the City of Lavon, its extraterritorial jurisdiction, and its ultimate municipal boundary, and providing for an effective date.

Ms. Dobbs provided information regarding recent participation in the Collin County Future Mobility Study Phase 2 kick-off meeting and described the positive working relationship with Collin County. Abra Nusser, Peloton Land Solutions, provided additional technical details of the meeting and process opportunities.

MOTION: APPROVE RESOLUTION NO. 2022-04-10 REGARDING THE COLLIN COUNTY FUTURE MOBILITY STUDY AND ASSOCIATED RECOMMENDATIONS IN THE CITY OF LAVON, ITS EXTRATERRITORIAL JURISDICTION, AND ITS ULTIMATE MUNICIPAL BOUNDARY, AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION MADE: SERKLAND
SECONDED: COOK
APPROVED: UNANIMOUS (Absent: Dill)

C. Public hearing, discussion, and action regarding the property owners' petition 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 into the corporate limits of the City of Lavon, Collin County, Texas.

Presentation of petition.

Ms. Dobbs provided details regarding the property owners' petition, noting the annexation is for two adjacent parcels owned by separate owners. Ms. Dobbs acknowledged that petitioner representative Ryan Burton, M. A. Partners was in attendance to provide information as needed.

PUBLIC HEARING to receive comments regarding the petition.

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

Discussion and action regarding the petition.

MOTION: APPROVE ORDINANCE NO. 2022-04-04 ANNEXING 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 INTO THE CORPORATE LIMITS OF THE CITY OF LAVON, COLLIN COUNTY, TEXAS.

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

- D. Public hearing, discussion, and action regarding the property owner's petition 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 into the corporate limits of the City of Lavon, Collin County, Texas.**

Presentation of petition.

Ms. Dobbs provided details regarding the property owner's petition and acknowledged that petitioner representative Ryan Burton, M. A. Partners was in attendance to provide information as needed.

PUBLIC HEARING to receive comments regarding the petition.

Mayor Sanson opened the public hearing at 7:36 p.m. and invited comments for or against the petition. There being no comments, Mayor Sanson closed the public hearing at 7:36 p.m.

Discussion and action regarding the petition.

MOTION: APPROVE ORDINANCE NO. 2022-04-05 ANNEXING 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 INTO THE CORPORATE LIMITS OF THE CITY OF LAVON, COLLIN COUNTY, TEXAS.

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

- E. Public hearing, discussion, and action regarding the property owners' petition 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 into the corporate limits of the City of Lavon, Collin County, Texas.**

Presentation of petition.

Ms. Dobbs provided information regarding the property owner's petition and clarified that because the City of Wylie postponed April 12, 2022, action to adjust the extraterritorial jurisdiction (ETJ) boundary to the April 26, 2022, meeting, the property is not effectively in the City of Lavon ETJ. Ms. Dobbs recommended that the public hearing be opened, comments received, and the hearing continued to May 3, 2022, at 7:00 p.m.

PUBLIC HEARING to receive comments regarding the petition.

Mayor Sanson opened the public hearing at 7:00 p.m. and invited comments for or against the petition. There being no comments, Mayor Sanson invited a motion to continue the public hearing.

Discussion and action regarding the petition.

MOTION: KEEP OPEN AND CONTINUE THE PUBLIC HEARING TO MAY 3, 2022, AT 7:00 P.M.

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

- F. Discussion regarding a Housing and Urban Development Act Section 3 presentation prepared by the Texas Department of Agriculture and required for the City of Lavon's TxCDBG contract.**

Ms. Dobbs provided, and the City Council discussed a Housing and Urban Development Act Section 3 presentation prepared by the Texas Department of Agriculture relating to the TxCDBG Grant.

- G. Discussion and action regarding Resolution No. 2022-04-11 regarding Civil Rights as required for the City of Lavon's TxCDBG contract.**

Ms. Dobbs presented information regarding the resolution.

MOTION: APPROVE RESOLUTION NO. 2022-04-11 REGARDING CIVIL RIGHTS AS REQUIRED FOR THE CITY OF LAVON'S TXCDBG CONTRACT.

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

- H. Discussion and action regarding Resolution No. 2022-04-12 approving and authorizing the Mayor to execute Task Order No. 11 with Freeman-Millican, Inc. for professional engineering services associated with the planning, design, Master Plan update, and construction administration for the Bear Creek Wastewater Treatment Plant Phase 4 Expansion (CIP-21) project in an amount not to exceed \$347,100.00.**

Mark Hill, Freeman-Millican, Inc. provided information regarding the previous expansions and proposed Phase 4 expansion of the Bear Creek Wastewater Treatment Plant.

MOTION: APPROVE RESOLUTION NO. 2022-04-12 APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE TASK ORDER NO. 11 WITH FREEMAN-MILLICAN, INC. FOR PROFESSIONAL ENGINEERING SERVICES ASSOCIATED WITH THE PLANNING, DESIGN, MASTER PLAN UPDATE, AND CONSTRUCTION ADMINISTRATION FOR THE BEAR CREEK WASTEWATER TREATMENT PLANT PHASE 4 EXPANSION (CIP-21) PROJECT IN AN AMOUNT NOT TO EXCEED \$347,100.00.

MOTION: WRIGHT
SECONDED: COOK
APPROVED: UNANIMOUS (Absent: Dill)

- I. Discussion and action regarding Ordinance No. 2022-04-06 adding Article 4.09 "Habitual Criminal and Nuisance Properties" regarding regulation of habitual criminal and nuisance properties and providing a penalty.**

Ms. Dobbs provided information regarding the proposed Ordinance. Police Chief Mike Jones provided additional information and answered questions.

MOTION: APPROVE ORDINANCE NO. 2022-04-06 ADDING ARTICLE 4.09 "HABITUAL CRIMINAL AND NUISANCE PROPERTIES" REGARDING REGULATION OF HABITUAL CRIMINAL AND NUISANCE PROPERTIES AND PROVIDING A PENALTY.

MOTION MADE: SERKLAND
SECONDED: COOK
APPROVED: UNANIMOUS (Absent, Dill)

- J. Discussion and action regarding Ordinance No. 2022-04-07 adding Article 4.08 "Residential Rental Property Registration and Inspection" providing requirements and regulations for annual registration, inspection, maintenance, operation, and administration of single-family and duplex residential rental units and providing a penalty.**

Ms. Dobbs and Chief Jones reviewed direction provided by the City Council on March 15, 2022, and provided information regarding the proposed Residential Rental Property Registration and Inspection program. It was noted that a specific program to implement the regulation had not been prepared prior to approval of the ordinance.

**MOTION: APPROVE ORDINANCE NO. 2022-04-07 ADDING ARTICLE 4.08
"RESIDENTIAL RENTAL PROPERTY REGISTRATION AND INSPECTION" PROVIDING
REQUIREMENTS AND REGULATIONS FOR ANNUAL REGISTRATION, INSPECTION,
MAINTENANCE, OPERATION, AND ADMINISTRATION OF SINGLE-FAMILY AND
DUPLEX RESIDENTIAL RENTAL UNITS AND PROVIDING A PENALTY.**

MOTION MADE: WRIGHT
SECONDED: SERKLAND
APPROVED: 3-1 (Absent: Dill)
FOR: COOK, WRIGHT, SERKLAND
AGAINST: KELL

- K. Discussion and action regarding Ordinance No. 2022-04-08 amending the fee schedule adopted by Ordinance No. 2021-09-05 for the fiscal year October 1, 2021 through September 30, 2022 to set fees for the registration and inspection of residential rental properties; and providing an effective date.**

The item was deferred to coordinate with the program implementation plan. No action was taken.

- L. Discussion and action regarding Board and Commission appointments – Planning and Zoning Commission.**

No action was taken.

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

Staff provided updated information.

9. STAFF REPORTS

- A. Police Services** – Police Officer Carissa Vargas provided updates and referenced reports in the meeting packet. Chief Jones added details regarding recent programs, investigations, and the publicizing of the Community Camera Program.
- B. Fire Services** – Fire Chief Danny Anthony referenced the report in the meeting packet and provided updates regarding the hiring of three firefighters.
- C. AG/CM-** James Beers, Vice President, Eikon Consulting Group, presented information regarding status of the Fire Department and Public Works Department facilities projects (CIP-9).
- D. Public Works** – Director of Public Works David Carter provided general information regarding public works operations.
- E. Capital Improvements Plan (CIP) Quarterly Report-** Mark Hill, Freeman-Millican, Inc., provided status regarding prioritized and funded projects.
- F. Administration** – Ms. Dobbs referenced reports in the meeting packet regarding the Building Permits; CWD Service; Collin County Tax Collection; Sales Tax; Financial Report, and administration and staff reports Ms. Dobbs briefly described the home rule charter process and received direction from the City Council to proceed with beginning the charter preparation process with the city attorney.

10. EXECUTIVE SESSION

There was no Executive Session.

11. RECONVENE INTO REGULAR SESSION

12. CITY COUNCIL TO SET FUTURE MEETINGS AND AGENDAS.

- May 3, 2022 Regular Meeting at 7:00 p.m.
- May 7, 2022 Election Day
- May 17, 2022 Regular Meeting and Canvass at 6:30 p.m.

13. MAYOR SANSON ADJOURNED THE CITY COUNCIL MEETING AT 9:21 P.M.

DULY PASSED and APPROVED by the City Council of Lavon, Texas, on this 3rd day of May 2022.

Vicki Sanson
Mayor

ATTEST:

Rae Norton
City Secretary



CITY OF LAVON

Agenda Brief

MEETING: May 3, 2022

ITEM: 7 - B

Item:

CONSENT AGENDA

Approve Resolution No. 2022-05-01 approving and authorizing the Mayor to execute an Interlocal Agreement with the City of Wylie, Texas for the Disposition of Surplus Personal Property for Law Enforcement consisting of a Night Hawk Tire Deflation Device.

Background:

The City of Wylie has Device law enforcement equipment consisting of a Night Hawk Tire Deflation that it has declared as surplus property. There is however remaining useful life for the property and the City of Wylie offered to transfer it to the City of Lavon. The Interlocal Agreement (ILA) provides for the City of Lavon to accept the transfer as-is and release the City of Wylie from any risk or liability that may be associated with future use of the equipment.

The Lavon Police Department supports the transfer.

Financial Implications:

The surplus property has an estimated value of \$3,500. The transfer of the surplus property benefits the City of Lavon.

Staff Notes:

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

Attachments: Proposed Resolution and Agreement

CITY OF LAVON, TEXAS
RESOLUTION NO. 2022-05-01

ILA City of Wylie - Surplus Property

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF WYLIE, TEXAS FOR THE FOR THE DISPOSITION OF SURPLUS PERSONAL PROPERTY FOR LAW ENFORCEMENT CONSISTING OF A NIGHT HAWK TIRE DEFLATION DEVICE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

DULY PASSED and APPROVED by the City Council of the City of Lavon, Texas, on the 3rd day of May 2022.

Vicki Sanson
Mayor

ATTEST:

Rae Norton
City Secretary

CITY OF LAVON, TEXAS
RESOLUTION NO. 2022-05-01

EXHIBIT A

Interlocal Agreement for Surplus Property

**INTERLOCAL AGREEMENT
W2022-94-D**

**BETWEEN THE CITY OF WYLIE, TEXAS AND
THE CITY OF LAVON, TEXAS**

**DISPOSITION OF SURPLUS PERSONAL PROPERTY
LAW ENFORCEMENT NIGHT HAWK TIRE DEFLATION DEVICE**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this 3rd day of May 2022, between the CITY OF WYLIE (hereinafter “Wylie”), a home-rule municipality, acting herein by and through its governing body, and the CITY OF LAVON (hereinafter “Beneficiary” or “Lavon”), a general law municipality, acting herein by and through its governing body, both of Collin County, State of Texas. Wylie and Beneficiary are sometimes referred to collectively as the “Parties” or individually as a “Party.”

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791, Texas Government Code, known as the Interlocal Cooperation Act; and

WHEREAS, it has been determined that Wylie is in possession of personal property, specifically law enforcement Night Hawk Tire Deflation Device (“Equipment”), that is considered under state law to be “surplus property” because it is unfit for use by Wylie. Wylie has determined that the cost of storing the Equipment exceeds the fair market value of the Equipment. No longer needing the Equipment, Wylie desires to donate the Equipment to Beneficiary; and

WHEREAS, Beneficiary desires to take possession of the Equipment and believes that the Equipment could be used in the services it provides for the benefit of the public; and

WHEREAS, Police protection and control is defined as a government function in Texas Civil Practice & Remedies Code § 101.0215 and Wylie finds that transferring the Equipment for use by Beneficiary serves a legitimate public purpose; and

WHEREAS, Wylie desires to donate the Equipment to Beneficiary and Beneficiary agrees to accept the donation of the Equipment; and

WHEREAS, the Parties recognize that with ownership and operation of the Equipment come certain risks, and Beneficiary, as the recipient of the donation of the Equipment, and Wylie, as the donor, agree that it is fair that Beneficiary assume all risks associated with the Equipment following donation and receipt of the Equipment. Therefore, to induce Wylie to donate the Equipment, Beneficiary agrees to waive claims against, release and hold harmless Wylie and others, as provided below, without which Wylie would not donate the Equipment to the Beneficiary; and

WHEREAS, the governing bodies of each Party find that the project or undertaking is necessary for the benefit of the public and that each Party has the legal authority to provide such service, and the services are in the common interest of both Parties hereto.

NOW, THEREFORE, for and in consideration of the mutual undertaking hereinafter set forth and for adequate consideration given, the Parties agree as follows:

**I.
DONATION**

Wylie hereby agrees to donate to Lavon the Equipment described herein.

**II.
PURPOSE**

The purpose of this Agreement is to transfer the Equipment from Wylie to Lavon for police use, subject to the terms and conditions of this Agreement.

**III.
TERMS, RIGHTS, OBJECTIVES AND DUTIES OF THE PARTIES**

The following shall apply to the Parties in the performance of this Agreement.

- A. Wylie shall upon execution of this Agreement transfer all rights, title and interest in and to the Equipment to Lavon, together with any Bill of Sale or other transfer documents required under this Agreement.
- B. Wylie agrees to deliver or cause to be delivered to Lavon the Equipment and Lavon agrees to accept the Equipment IN ITS PRESENT PHYSICAL CONDITION ("AS IS", "WITH ALL FAULTS") WITHOUT ANY REPRESENTATION OR WARRANTY, WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. Wylie specifically disclaims any warranty, guaranty or representation, oral or written, past or present, express or implied, concerning the Equipment. Lavon acknowledges that it has had the opportunity to conduct its own inspection of the Equipment and is not relying on any statements made by or purported to have been made by Wylie.
- C. Lavon agrees that after donation it takes all rights and responsibilities of ownership and that includes all future maintenance and repairs of the Equipment.
- D. Lavon shall have the right to dispose of the Equipment in any lawful manner if the Equipment becomes unusable.
- E. All transportation charges shall be borne by Lavon, including but not limited to, all loading, unloading, installing, dismantling and hauling, all demurrage accruing at its own shipping or receiving point and all freight and switching charges upon delivery and return.

- F. TO THE EXTENT ALLOWED BY LAW, LAVON AGREES TO WAIVE ALL CLAIMS AGAINST, RELEASE AND HOLD HARMLESS WYLIE AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEY'S FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION THAT MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

IV.
MISCELLANEOUS PROVISIONS

- A. Immunity. The Parties acknowledge and agree that, in executing and performing this Agreement, neither Party has waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.
- B. Assignment/Non-Transferable. The Parties agree that neither this Agreement nor the work to be performed or goods/services provided hereunder will be assigned or transferred without the prior written consent of the City of Wylie.
- C. Successors and Assigns. The Parties, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- D. Execution and Consideration. This Agreement is executed by the Parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- E. Notices. 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.
- F. Cumulative Remedies. All rights and remedies of the Parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

- G. Waiver of Breach. A waiver by either Party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.
- H. Parties Bound. The Agreement shall be binding upon, and inure to the benefit of, the Parties to the Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
- I. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.
- J. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the Parties.
- K. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified, amended or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto. The subject matter of this Agreement is for transfer of the Equipment only and not any other matters that may exist between the Parties past, present or future.
- L. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.
- M. Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- N. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.
- O. Authority to Execute. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other Parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- P. Force Majeure. Neither the City of Wylie nor the City of Lavon shall be required to perform any term, condition, or covenant in the Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any

other cause not reasonably within the control of the Party and which by the exercise of due diligence the Party is unable, wholly or in part, to prevent or overcome.

- Q. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.
- R. Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- S. Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

CITY OF WYLIE, TEXAS

BRENT PARKER, Interim City Manager

ATTEST:

Stephanie Storm, City Secretary

CITY OF LAVON, TEXAS

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary

Agreement Relating to Disposition of Surplus Property



CITY OF LAVON Agenda Brief

MEETING: May 3, 2022

ITEM: 8 - A

Item:

Discussion and action regarding Ordinance No. 2022-05-01 annexing the hereinafter described territory into the extraterritorial jurisdiction of the City of Lavon, Collin County, Texas, and extending the boundary limits of said extraterritorial jurisdiction so as to include the described property within the extraterritorial jurisdiction; providing instructions for filing this ordinance and for correcting the official map and boundaries of said city; providing severability and cumulative clauses; and providing an effective date.

Background:

On April 5, 2022, the City Council accepted a property owner's petition for the voluntary annexation of property that was not located in the extraterritorial jurisdiction (ETJ) of the City of Lavon, subject to the adjustment of the ETJ boundary so that the property would be in the City of Lavon ETJ. The property consists of 40 acres developed as Boyd Farm. The property owner expressed a desire to be in the City of Lavon ETJ.

On April 5, 2022, the City Council approved Resolution No. 2022-04-05 approving a Boundary Adjustment Agreement. The City of Wylie requested minor revisions acceptable to the City Attorney. On April 26, 2022, the Wylie City Council approved the ETJ Boundary Agreement and an ordinance to disannex the ETJ.

The City Attorney prepared the proposed ordinance to annex the property into the City of Lavon's ETJ, a step necessary prior to annexation of the property.

Staff Notes:

Approval is recommended.

- Attachments:**
1. Proposed Ordinance
 2. Approved Boundary Adjustment Agreement
 3. Wylie Ordinance No. 2022-36

CITY OF LAVON
ORDINANCE NO. 2022-05-01

Annexing into Lavon ETJ – 40 acres, Boyd Farm

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY INTO THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF LAVON, COLLIN COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID EXTRATERRITORIAL JURISDICTION SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE EXTRATERRITORIAL JURISDICTION; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lavon, Texas (“**Lavon**”) is authorized, pursuant to Section 42.022 of the Texas Local Government Code to expand its extraterritorial jurisdiction (“**ETJ**”) through annexation to include area that on the date of annexation is located in the ETJ of another municipality if a written agreement between the municipalities in effect on the date of annexation allocates the area to the ETJ of the annexing municipality; and

WHEREAS, on request of the owner of the hereinafter defined Property, Lavon entered into that certain Boundary Adjustment Agreement Between the Cities of Lavon and Wylie (“**Boundary Agreement**”) with the City of Wylie (“**Wylie**”), effective as of April 26, 2022, wherein Wylie released certain property, described herein at **Exhibit “A”** and depicted in **Exhibit “B”**, each attached hereto and incorporated herein for all purposes (the “**Property**”), from its ETJ and allocated the Property to the ETJ of Lavon; and

WHEREAS, this City Council of Lavon (the “**City Council**”) approved the Boundary Agreement by Resolution No. 2022-04-05 on April 5, 2022; and

WHEREAS, Wylie passed Ordinance No. 2022-36 on April 26, 2022 to approve the Boundary Agreement and amend the official boundaries and map of Wylie to reflect the release of the Property from the Wylie ETJ; and

WHEREAS, all of the Property described herein is contiguous to, and within one-half mile of the corporate limits of Lavon; and

WHEREAS, the City Council finds and determines that annexation of the Property into Lavon’s ETJ is in the best interests of the citizens of Lavon and the owners and residents of the area.

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

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

SECTION 2. Annexation into ETJ. The Property is hereby annexed into the ETJ of Lavon, and the boundary limits of the ETJ of Lavon are hereby extended to include the Property within the ETJ of Lavon.

SECTION 3. Official Map. The official map and boundaries of Lavon, previously adopted, are amended to include the Property as part of the ETJ of Lavon. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of Lavon to add the annexed Property as required by applicable law.

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

SECTION 5. Cumulative Clause. This Ordinance shall be cumulative of all provisions of ordinances of Lavon except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 6. Public Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law.

SECTION 7. Filing Instructions. The City Secretary is hereby directed to file a certified copy of this Ordinance with the County Clerk of Collin County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 8. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage and approval by the City Council.

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas, this 3rd day of May 2022.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary

EXHIBIT A
Legal Description of the Property

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;

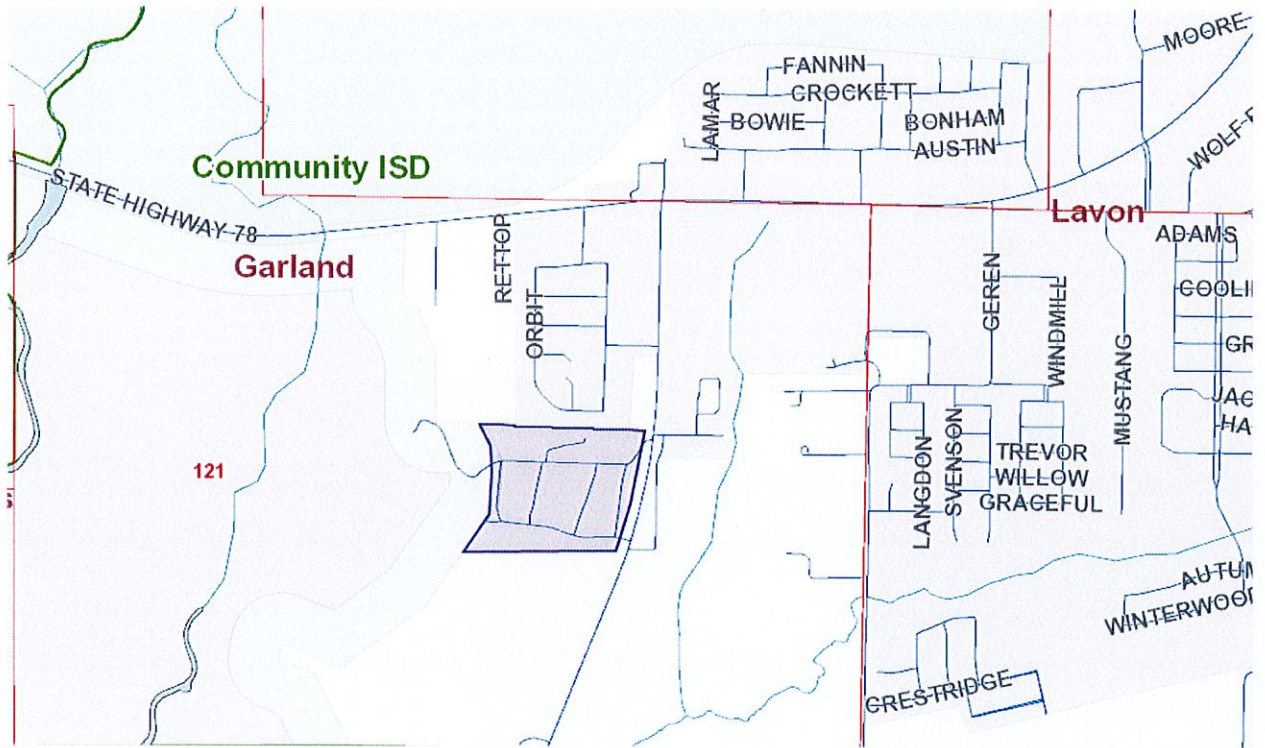
1) THENCE departing the south line of said 3002 HOP, Ltd. tract and the north line of said Iola K. Albright tract, along the new west right of way line of said State Highway 205, 1,222.51 feet along the arc of said curve to the left, through a central angle of 10 degrees 06 minutes 53 seconds, having 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
Depiction of the Property



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 to enter into agreements with one another to perform governmental functions such as the determination of ETJ boundaries and corporate limit boundaries; and

WHEREAS, Wylie is empowered pursuant to Section 42.023 of the Texas Local Government Code to reduce its ETJ boundaries by ordinance or resolution; and

WHEREAS, Wylie is empowered pursuant to Section 43.003 of the Texas Local Government Code to fix its ETJ boundaries and corporate limit boundaries and to exchange area with other municipalities; and

WHEREAS, Lavon is empowered pursuant to Section 42.022(d) of the Texas Local Government Code to expand its ETJ through annexation to include area that on the date of annexation is located in the ETJ of another municipality if a written agreement between Lavon and the other municipality is in effect on the date of annexation and allocates the area to the ETJ of Lavon; and

WHEREAS, Lavon and Wylie share common boundaries; and

WHEREAS, Lavon and Wylie have identified an area that is within Wylie’s ETJ, consisting of one tract of land, the legal description and depiction of which are attached hereto *Exhibit A* and incorporated herein for all purposes (collectively, the “Property”); and

WHEREAS, the Property is within one-half mile of the corporate limits of Lavon; and

WHEREAS, the Parties desire to identify a mutually agreeable ETJ 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, the Parties agree that it is in the best interests of the residents of their respective communities to establish mutually agreeable ETJ boundaries; 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, and that this Agreement concerns only the Property.

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 Property:

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 in *Exhibit A* as attached hereto. Wylie, through this Agreement, hereby releases, relinquishes, waives, and discontinues any claim, jurisdiction, or entitlement to the Property as being within Wylie's ETJ as a result of the herein described boundary adjustment, to the extent that any such claim, jurisdiction, or entitlement existed as of the Effective Date of this Agreement, and allocates the Property to the ETJ of Lavon.

SECTION 4. 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 by a vote of their respective governing bodies and the passage of an appropriate ordinance. The adoption of any such ordinance or the performance of any other action hereunder shall be contingent, and neither shall be deemed effective nor enforceable by one of the parties against the other, unless and until such time as both parties have adopted such an ordinance or taken such other necessary acts as mirror the other's acts. 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.

F. The Parties agree that Wylie shall have no obligations to provide municipal services to or otherwise exert jurisdiction over the Property, it being the parties' intent that Lavon has the right and obligation to provide municipal services to the Property, subject to ordinances and regulations of Lavon and Texas law.

G. Wylie hereby waives all of its jurisdiction, if any, in or to the Property. It is expressly agreed and understood that this waiver shall operate only in favor of the parties to this Agreement and shall not constitute a waiver of any right, including ETJ rights, which either party may be able to assert against any other municipality. The Parties agree that nothing in this Agreement releases, relinquishes, diminishes, waives or lessens in any way the rights that either party may have, at law or in equity, to challenge or contest any other annexations, attempted annexations or jurisdictional claims made by the other party, not related to the Property.

H. This Agreement is for the benefit of the parties, and does not and shall not confer or extend any benefit or privilege to any third party.

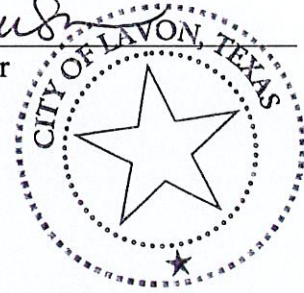
EXECUTED this the 26th day of April, 2022.

ATTEST:

CITY OF LAVON, TEXAS

Rae Norton
Rae Norton, City Secretary

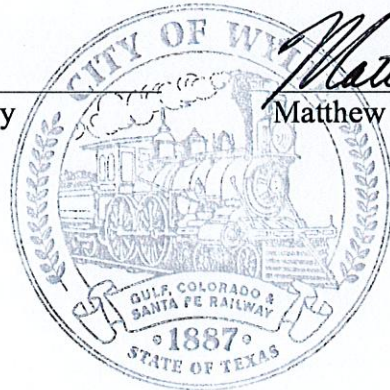
Vicki Sanson
Vicki Sanson, Mayor



ATTEST:

CITY OF WYLIE, TEXAS

Stephanie Storm
Stephanie Storm, City Secretary



Matthew O. Porter
Matthew Porter, Mayor

EXHIBIT A
Legal Description and Depiction of the Property

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

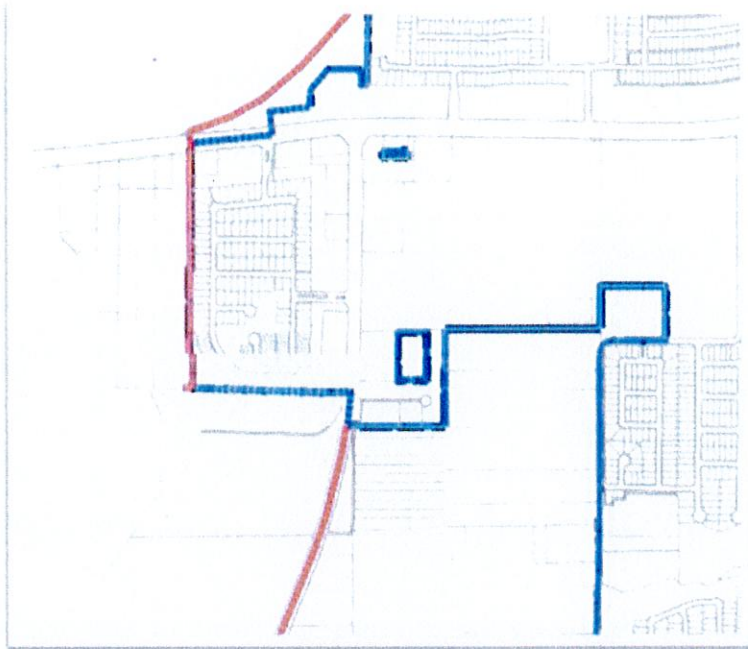
iron rod (controlling monument) for the northeast corner of said 3002 HOP, Ltd. tract and the southeast corner of said DPB Investments, LP Tract No. 4, on the existing west right of way line of State Highway 205 (a 100 feet wide right of way) described in a deed to the State of Texas, as recorded in 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.

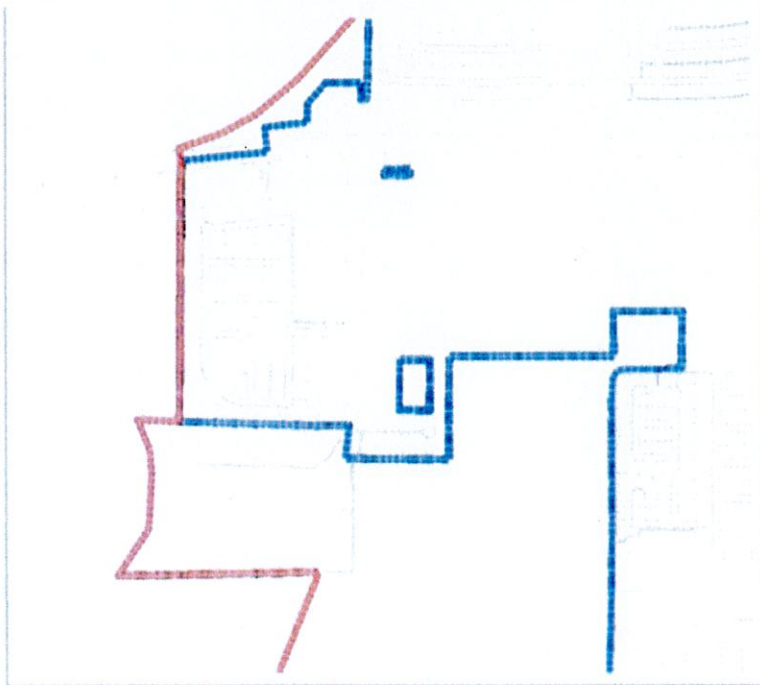
April 5, 2022 Boundary

CITY OF WYLIE and **CITY OF LAVON**

CURRENT BOUNDARY



NEW BOUNDARY



I certify that this document is a true copy of the original.
Signed: DePhanne Stoull
Date: April 27, 2022

ORDINANCE NO. 2022-36

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A BOUNDARY ADJUSTMENT AGREEMENT BETWEEN THE CITY OF WYLIE AND THE CITY OF LAVON; AUTHORIZING THE MAYOR TO EXECUTE THE BOUNDARY ADJUSTMENT AGREEMENT ON BEHALF OF THE CITY OF WYLIE; CLARIFYING THAT THE PROPERTY AS DESCRIBED IN THE BOUNDARY ADJUSTMENT AGREEMENT RELEASED FROM WYLIE'S EXTRATERRITORIAL JURISDICTION AND INCORPORATED INTO LAVON'S EXTRATERRITORIAL JURISDICTION; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Wylie, Texas ("City Council") desires to enter into a Boundary Adjustment Agreement between the City of Wylie, Texas ("Wylie") and the City of Lavon, Texas ("Lavon"), as set forth in Exhibit 1, attached hereto and incorporated herein by reference; and

WHEREAS, the City Council finds that it would be advantageous and beneficial to Wylie and its citizens to approve the Boundary Adjustment Agreement and to confirm that the property described in the Boundary Adjustment Agreement is released from Wylie's extraterritorial jurisdiction and incorporated into Lavon's extraterritorial jurisdiction in order to promote orderly development and delivery of municipal services within such property; and

WHEREAS, the City Council finds that all legal notices, procedures and other requirements for approving the Boundary Adjustment Agreement have been performed and completed in the manner and form required by law.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Approval of Boundary Agreement. The City Council hereby approves the terms and conditions of the Boundary Adjustment Agreement attached as Exhibit 1. The Mayor is authorized and directed to execute, on behalf of Wylie, the Boundary Adjustment Agreement attached as Exhibit 1.

SECTION 3: Official Map and Boundaries Amended. Upon adoption of this Ordinance and the mutual execution of the Boundary Agreement, the official map and boundaries of Wylie shall be amended, if necessary, in accordance with the Boundary Agreement. A certified copy of this Ordinance with the mutually executed Boundary Adjustment Agreement shall be filed in the County Clerk's Office of Collin County, Texas.

SECTION 4: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

I certify that this document is a true copy of the original.
Signed: Stephanie Storm
Date: April 27, 2022

SECTION 5: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase thereof regardless of the fact that any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 6: Effective Date. This Ordinance shall become effective from and after its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS on this 26th day of April, 2022.

Matthew D. Porter
Matthew Porter, Mayor

**ATTESTED TO AND
CORRECTLY RECORDED BY:**

Stephanie Storm
Stephanie Storm, City Secretary



I certify that this document is
a true copy of the original.
Signed: *Stephanie Stearn*
Date: *April 27, 2022*

Exhibit 1
Boundary Adjustment Agreement

[8 pages attached hereto]



CITY OF LAVON Agenda Brief

MEETING: May 3, 2022

ITEM: 8 – B

Item:

Public hearing, discussion, and action regarding the property owner's petition 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 into the corporate limits of the City of Lavon, Collin County, Texas.

- 1) **PUBLIC HEARING** continued from April 19, 2022 to receive comments regarding the petition.
- 2) Discussion and action regarding the petition and accompanying Ordinance No. **2022-05-02**.

Background:

The owner of approximately 40 acres known as the Boyd Farm development adjacent to and situated in the extraterritorial jurisdiction (ETJ) of the City of Lavon desires to annex into the City of Lavon and has submitted a petition to voluntarily do so.

The state law provides that a city may annex property on the request of the owner, the provisions of which are detailed in the Texas Local Government Code.

Code Excerpt:

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

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

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

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

(b) The agreement must include:

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

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

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

The annexation does not require an associated annexation of adjacent roadways. On April 5, 2022, the City Council accepted the petition subject to the property being in the City of Lavon ETJ and called a public hearing for April 19, 2022. The April 19 public hearing was opened and continued to such time that the ETJ boundary was adjusted.

The landowner agreed to and executed a Municipal Services Agreement that sets out the provision of municipal services to the annexed area. The Mayor will execute the Municipal Services Agreement as authorized on April 5, 2022 after the ETJ boundary has been formally adjusted.

Notice of the public hearing was published and posted in accordance with state law. Written notice was provided to the school district and service providers as required.

Financial Implications:

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

Staff Notes:

Approval is recommended.

- Attachments:**
1. Proposed Ordinance
 2. Location exhibit

CITY OF LAVON
ORDINANCE NO. 2022-05-01

Annexation – 40 acres, Boyd Farm

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

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

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

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

WHEREAS, all required notices, a public hearing in accordance with Texas Local Government Code Sec. 43.0673 on the 19th day of April, 2022 and May 3, 2022 at Lavon City Hall, and all requirements for such annexation have been provided, held, and met in accordance with applicable law; and

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

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

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

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

**SECTION 2. Annexation. That the following described territory, to wit:
Being 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, described in the attached Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof.**

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

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

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

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

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

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

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

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

(signatures on following page)

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas, this 3rd day of May 2022.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary

EXHIBIT A
Legal Description of the Property

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 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
Depiction of the Property

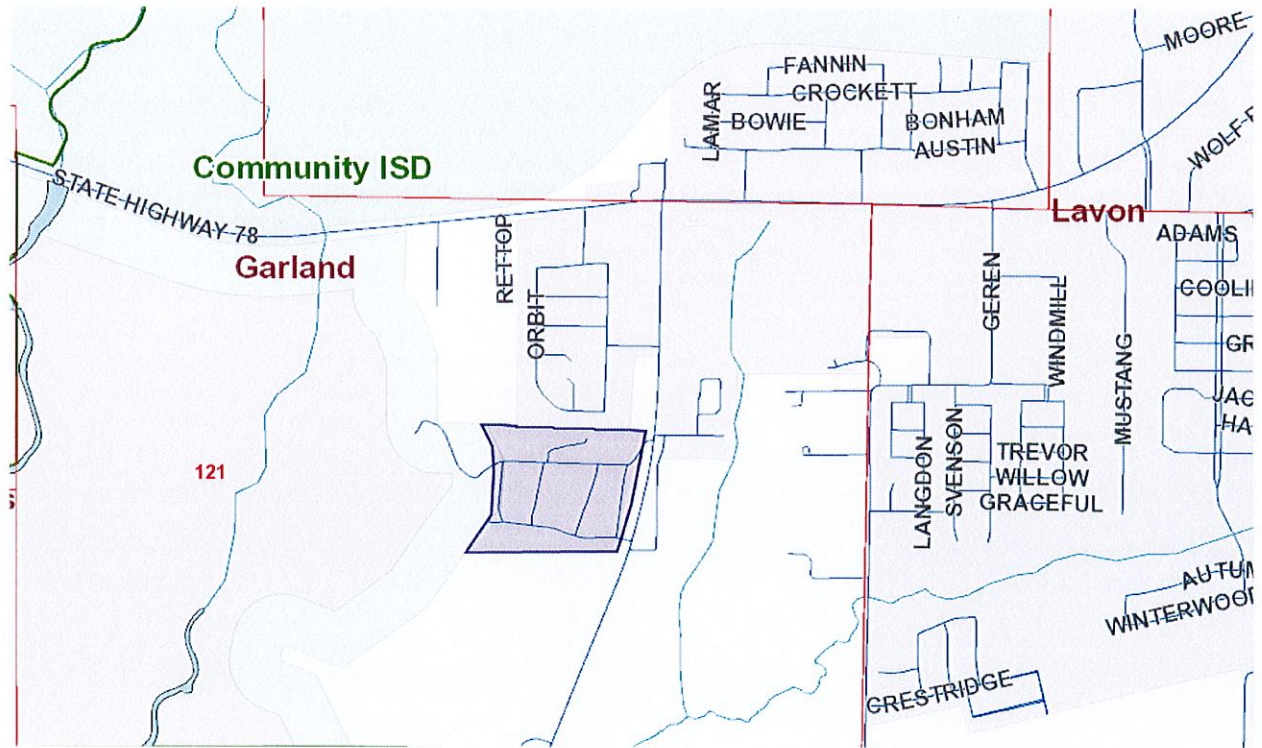


EXHIBIT C
Municipal Services Agreement

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

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

This Municipal Services Agreement ("Agreement") is entered into pursuant to Section 43.0672 of the Texas Local Government Code by and between the City of Lavon, Texas (the "City") and the undersigned property owner(s) (the "Owner"). 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 75050, 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 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)

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

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

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.

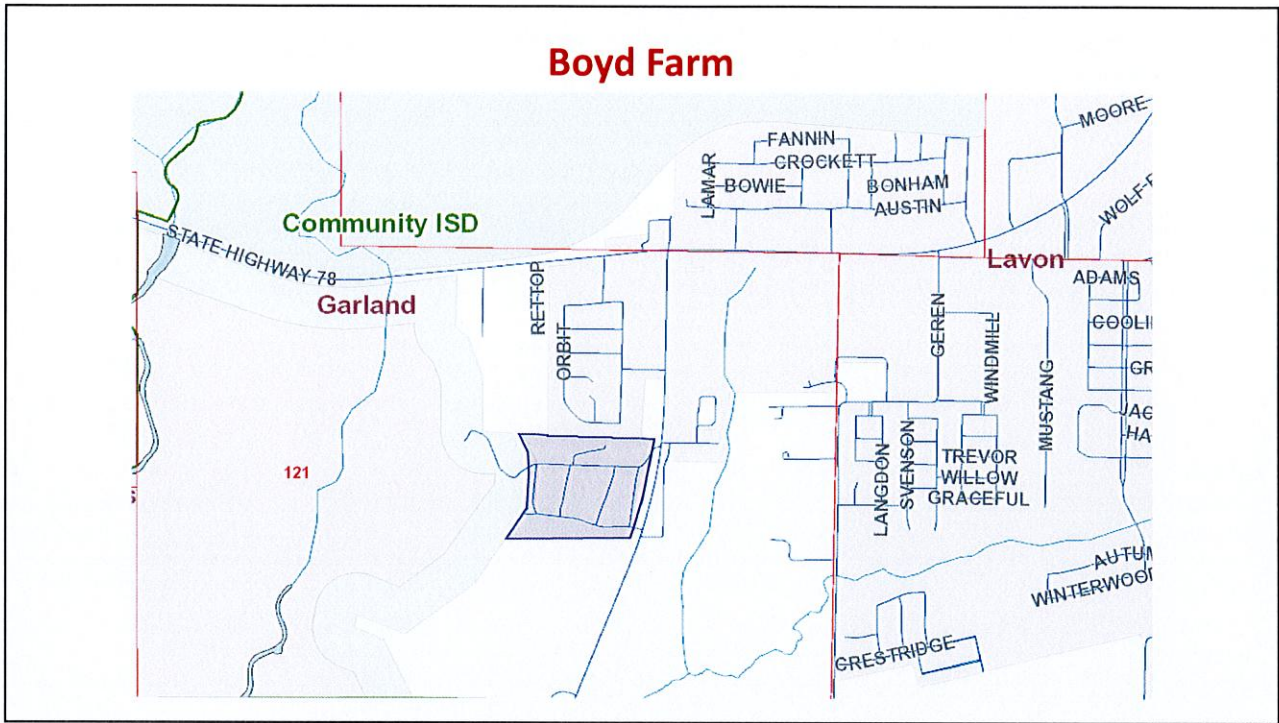
SANITARY SEWER SERVICES

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

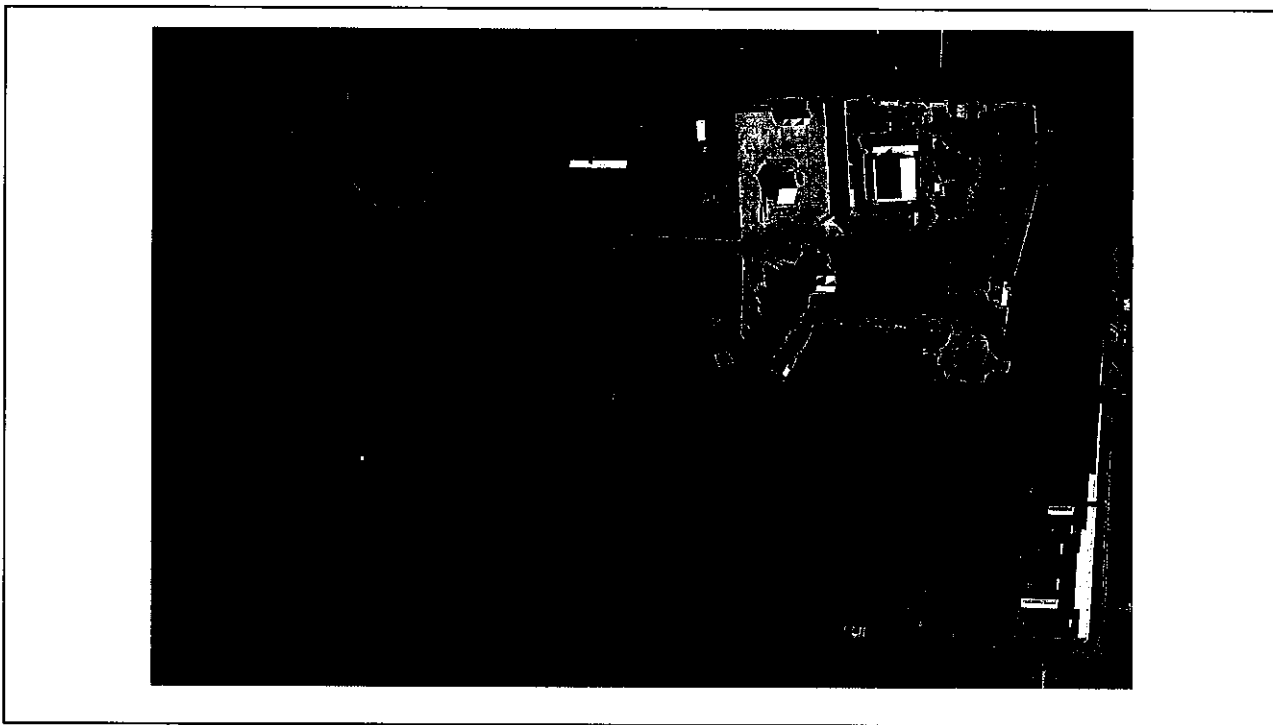
On the effective date of annexation, all other applicable municipal services and franchise services will be provided to the area in accordance with the City of Lavon's established policies governing extension of municipal services to newly annexed areas.



22



23



24



CITY OF LAVON

Agenda Brief

MEETING: May 3, 2022

ITEM: 8 - C

Item:

Public hearing, discussion, and action regarding an application to change the zoning district classification from temporary Agricultural (A) District to a Planned Development (PD) District consisting of 157 residential lots and 3 HOA open space lots, on approximately 57.075 acres of land, the Bear Creek Addition, Phase 6 in the Drury Anglin Survey, Abstract No. 2, Lavon, Collin County, Texas, located southeast of the intersection of Presidents Blvd. and CR 483 (CCAD Property ID 1249973).

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

Application Information

Owner(s): Bloomfield Homes, L.P.

Applicant: Bloomfield Homes, L.P.

Representative: Daniel Betten, P.E., LJA Engineering, Inc.

Location: Southeast of the intersection of Presidents Boulevard and C.R. 483

Description: Being all of a called 56.22 Acre Tract of land conveyed as "Tract One" to John Svenson, Traci Svenson, Orlin S. Svenson and Charles O. Svenson, in Volume 2651, Page 24; Volume 2651, Page 30; Volume 2651, Page 33 and Volume 2651, Page 36, Deed Records, Collin County, Texas (CCAD Property IDs 1249973) - 57.075 acres

Current Zoning: Temporary Agricultural (A)

Request: Planned Development – PD - residential

Background

On August 21, 2018, the property was voluntarily annexed into the City and assigned a temporary Agricultural zoning district classification. Although the project name is Bear Creek, Phase 6, it was not a part of nor was it included in the Planned Development zoning for Phases 1 through 5 of Bear Creek at Grand Heritage. It is not yet certain if the project will join with the existing homeowner's association (HOA) of Grand Heritage or if it will have an independent HOA.

Request Details

The proposed concept for Bear Creek, Phase 6 is single-family residential. The site is bound by CR 483 on the north side and the west side, rural estate property on the south side, and undeveloped property on the east side. The residential development is proposed to be developed in a single phase.

Zoning and Residential Density: The proposed development is situated on 57.075 acres, the proposed number of residential lots is 157, and the proposed lot sizes range from 50'x110' to one acre. The proposed overall residential density is 2.75 units per acre. The approximate distribution of lot sizes is: 16% of the lots with minimum widths of 50', 75% of the lots with 60' minimum widths; and 9% of the lots of one acre in area.

Development Design Standards: Specific development standards are provided in the attachment.

Utilities: The project will be served by Bear Creek Special Utility District (SUD) for water. The project will be served primarily by the City's wastewater system with a small number of lots served by on-site sewage facilities (OSSF). Topography and elevations are the reason for the limited use of OSSF.

Floodplain: The development does not encroach into or reclaim existing floodplain.

Road Connection: The developer has proposed multiple points of ingress and egress and proposed access adequately provides for public safety and transportation considerations. A Traffic Impact Analysis (TIA) will be prepared and reviewed in conjunction with platting.

Outstanding issues:

1. Update the Concept Plan layout with the intersection of Presidents Blvd. and CR 483 as provided on the Master Thoroughfare Plan.

Parkland Development: The concept plan generally provides for a pocket park, open space, and trails. Additional detail has been requested.

Outstanding issues:

1. The trail within the gas easement should be 10' to connect to the 10' trail approved in Trails of Lavon and to the CISD school site. (The 8' connecting trails and detention pond trail are acceptable as proposed).
2. Within the right of way east of the intersection of Presidents Blvd. and CR 483, add the 8' trail along the south side of CR 483.
3. Provide the length in linear miles of proposed trails (8' and 10').
4. Provide the total percentage of gross acreage dedicated for useable parks and open space per the Parks and Recreation Master Plan.
5. Provide the elements to be constructed in the pocket park.
6. Provide proposed amenities to be included within the gas easement with the trail.

Planning and Zoning Commission Report:

MOTION: RECOMMEND APPROVAL OF THE APPLICATION TO CHANGE THE ZONING DISTRICT CLASSIFICATION FROM TEMPORARY AGRICULTURAL (A) DISTRICT TO A PLANNED DEVELOPMENT (PD) DISTRICT CONSISTING OF 157 RESIDENTIAL LOTS AND 3 HOA OPEN SPACE LOTS, ON APPROXIMATELY 57.05 ACRES OF LAND, THE BEAR CREEK ADDITION, PHASE 6 IN THE DRURY ANGLIN SURVEY, ABSTRACT NO. 2, LAVON, COLLIN COUNTY, TEXAS, LOCATED SOUTHEAST OF THE INTERSECTION OF PRESIDENTS BLVD. AND CR 483, SUBJECT TO THE CITY ENGINEERS APPROVAL.

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

Staff Notes:

The public hearing notice was published in the newspaper and posted on the website, zoning change signs were placed on the property, and ten (10) neighbor notices were mailed to the owners of property located within 200 feet of the applicant's property of which one notice was returned in opposition to and no notices returned in favor of the application.

The proposed application is consistent with the Future Land Use Plan and the Comprehensive Plan in effect at the time of application.

Approval is recommended subject to resolution of the outstanding items outlined above.

- Attachments:**
1. Proposed Ordinance
 2. Application
 3. Location Exhibits
 4. Neighbor Notices

CITY OF LAVON
ORDINANCE NO. 2022-05-03

Planned Development Zoning – Bear Creek, Phase 6

AN ORDINANCE OF THE CITY OF LAVON, TEXAS, AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY CHANGING THE ZONING CLASSIFICATION FROM AGRICULTURAL DISTRICT TO PLANNED DEVELOPMENT DISTRICT FOR SINGLE FAMILY RESIDENTIAL USES ON APPROXIMATELY 57.075 ACRES OF LAND, DESCRIBED HEREIN IN EXHIBIT “A” AND LOCATED SOUTHEAST OF THE INTERSECTION OF PRESIDENTS BOULEVARD AND CR 483, COLLIN COUNTY, TX.; AMENDING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY OF \$2,000 PER DAY; PROVIDING SEVERABILITY, SAVINGS, AND CUMULATIVE/ REPEALER CLAUSES; PROVIDING AN EFFECTIVE DATE; FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING FOR PUBLICATION.

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

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

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

WHEREAS, owners of the Property hereinafter defined submitted an application to change the zoning from Agricultural (A) to Planned Development (PD) District, consisting of residential and parks/open space areas, on approximately 57.075 acres of land, generally located on the south side and east side of County Road 483 southeast of the intersection of Presidents Boulevard and CR 483 and more particularly described in **Exhibit “A”** and depicted in **Exhibit “B”** (the “Property”); and

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

WHEREAS, the Zoning Ordinance incorporates design standards and building materials standards that are applicable to residential structures, and such standards substantially further the preservation of property values and the promotion of economic development within the City, and establish the character of community development and embody architecturally and, in some contexts, culturally significant features of continuing duration; and

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

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

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

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

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

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

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

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

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

Exhibit C:	Concept and Lot Type Plan
Exhibit D:	Development Standards

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

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

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

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

portions of said ordinances shall remain in full force and effect.

SECTION 8. Penalty. It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day or part of a day during or on which a violation occurs or continues.

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

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

DULY PASSED and APPROVED by the City Council of the City of Lavon, Texas, on this 3rd day of May 2022.

Vicki Sanson, Mayor

ATTEST:

Rae Norton, City Secretary

EXHIBIT A

PROPERTY DESCRIPTION

BEING A 57.075 ACRE TRACT OF LAND SITUATED IN THE D. ANGLIN SURVEY, ABSTRACT NUMBER 2, COLLIN COUNTY, TEXAS, AND BEING ALL OF A CALLED 56.22 ACRE TRACT OF LAND CONVEYED AS "TRACT ONE" TO JOHN SVENSON, TRACI SVENSON, ORLIN S. SVENSON AND CHARLES O. SVENSON, IN VOLUME 2651, PAGE 24; VOLUME 2651, PAGE 30; VOLUME 2651, PAGE 33 AND VOLUME 2651, PAGE 36, DEED RECORDS, COLLIN COUNTY, TEXAS. SAID 57.075 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83(2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND COLLIN CORS ARP (PID-DF8982), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR THE NORTHEAST CORNER OF SAID 56.22 ACRE TRACT AND THE SOUTHEAST CORNER OF A 92.296 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO WORLD LAND DEVELOPERS, LP, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070913001271380, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 00 DEGREES 54 MINUTES 45 SECONDS WEST, ALONG THE EAST LINE OF SAID 56.22 ACRE TRACT, A DISTANCE OF 1637.22 FEET TO A POINT FOR A SOUTHEAST CORNER OF SAID 56.22 ACRE TRACT, SAID POINT BEING ON THE NORTH LINE OF A 15.51 ACRE TRACT OF LAND CONVEYED TO JAMES L. BRANNON AND PEGGY M. BRANNON, AS RECORDED IN COUNTY CLERK'S FILE NO. 20160919001247770, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 15.51 ACRE TRACT AND A SOUTHEAST CORNER OF THE REMAINDER OF AN 8.25 ACRE TRACT OF LAND CONVEYED AS "SECOND TRACT" TO W.W. TOLLETT, AS RECORDED IN VOLUME 105, PAGE 280, DEED RECORDS, COLLIN COUNTY, TEXAS BEARS SOUTH 89 DEGREES 02 MINUTES 07 SECONDS EAST, A DISTANCE OF 174.02 FEET;

THENCE, ALONG THE SOUTH LINE OF SAID 56.22 ACRE TRACT AND SAID NORTH LINE OF 15.51 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 02 MINUTES 07 SECONDS WEST, A DISTANCE OF 240.24 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "BOUNDARY SOL" FOUND FOR CORNER;

SOUTH 01 DEGREES 52 MINUTES 31 SECONDS WEST, A DISTANCE OF 592.17 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 87 DEGREES 36 MINUTES 12 SECONDS WEST, A DISTANCE OF 363.54 FEET TO A 1/2 INCH IRON ROD FOUND FOR A SOUTHWEST CORNER OF SAID 56.22 ACRE TRACT, SAID POINT BEING ON THE EAST LINE OF EAST HUBBARD PROPERTIES, AN ADDITION TO COLLIN COUNTY, TEXAS, AS RECORDED IN CABINET G, PAGE 22, PLAT RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 00 DEGREES 00 MINUTES 43 SECONDS EAST, ALONG A WEST LINE OF SAID 56.22 ACRE TRACT AND SAID EAST LINE OF EAST HUBBARD PROPERTIES, A

DISTANCE OF 761.55 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID EAST HUBBARD PROPERTIES;

THENCE, NORTH 89 DEGREES 29 MINUTES 20 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 56.22 ACRE TRACT AND THE NORTH LINE OF SAID EAST HUBBARD PROPERTIES, PASSING AT A DISTANCE OF 780.56 FEET A 5/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID EAST HUBBARD PROPERTIES, CONTINUING ALONG SAID SOUTH LINE OF SAID 56.22 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 840.83 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID 56.22 ACRE TRACT AND THE SOUTHEAST CORNER OF A 90.00 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO ROY BRIAN WEBB AND ANDREA KAY CAMPBELL, AS RECORDED IN VOLUME 4761, PAGE 200, DEED RECORDS, COLLIN COUNTY, TEXAS, SAID POINT BEING ON THE NORTH LINE OF LOT 19, BLOCK B OF MEADOW CREEK ESTATES, AN ADDITION TO COLLIN COUNTY, TEXAS, AS RECORDED IN CABINET G, PAGE 485, PLAT RECORDS, COLLIN COUNTY, TEXAS AND BEING ON APPROXIMATE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 483 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE, NORTH 00 DEGREES 32 MINUTES 30 SECONDS EAST, ALONG THE WEST LINE OF SAID 56.22 ACRE TRACT, THE EAST LINE OF SAID 90.00 ACRE TRACT AND SAID WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 483, A DISTANCE OF 1474.64 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID 56.22 ACRE TRACT;

THENCE, SOUTH 88 DEGREES 40 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF SAID 56.22 ACRE TRACT, PASSING AT A DISTANCE OF 0.56 FEET A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF AFORESAID 92.296 ACRE TRACT, CONTINUING ALONG SAID NORTH LINE OF 56.22 ACRE TRACT, THE SOUTH LINE OF SAID 92.296 ACRE TRACT AND WITH THE APPROXIMATE CENTERLINE OF AFORESAID COUNTY ROAD NO. 483, IN ALL A TOTAL DISTANCE OF 1475.98 FEET TO A THE **POINT OF BEGINNING** AND CONTAINING 57.075 ACRES LAND, MORE OR LESS.

EXHIBIT B
LOCATION MAP

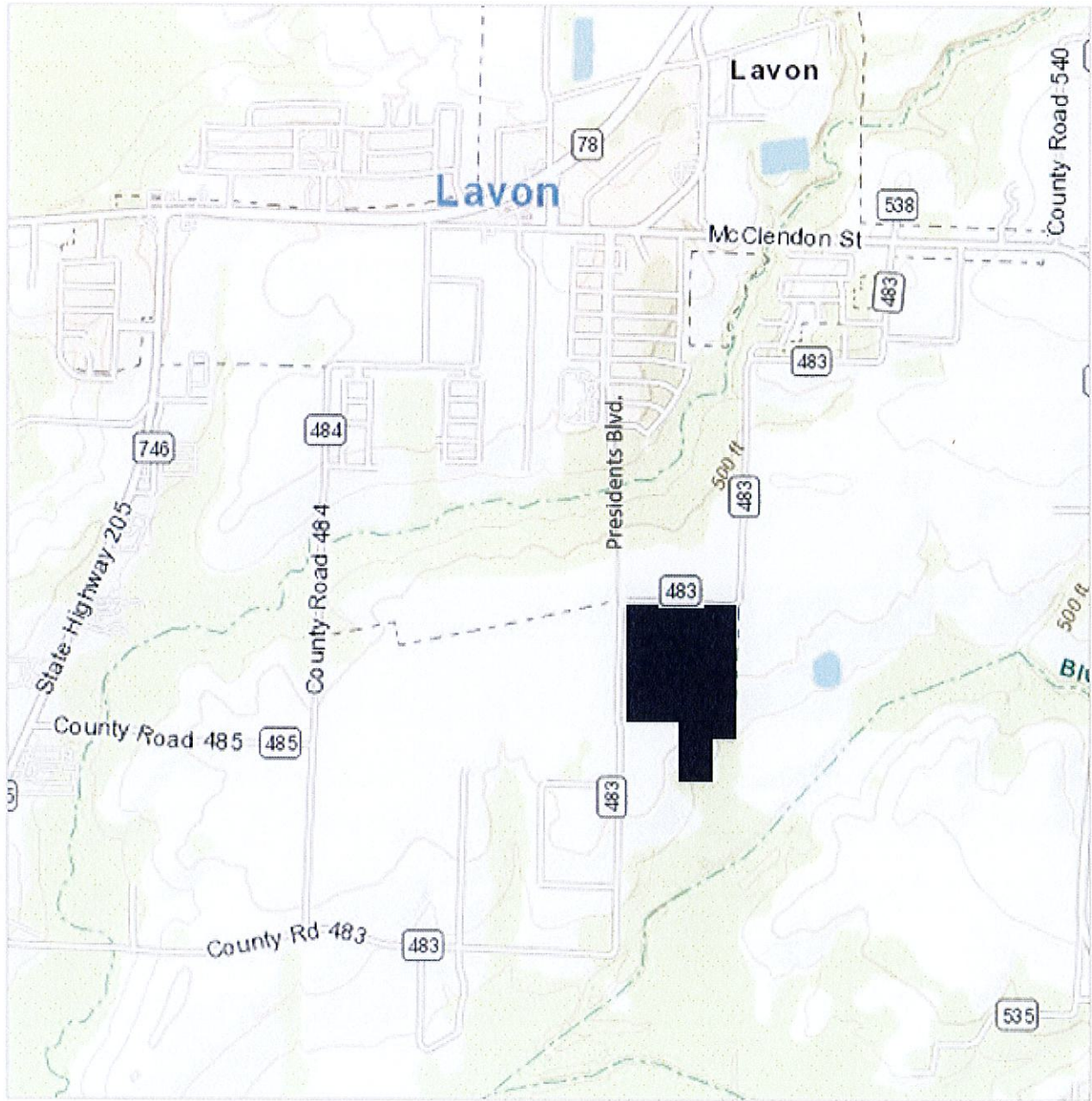


EXHIBIT D

DEVELOPMENT STANDARDS

The Development shall meet the standards in the Subdivision Regulations and the Zoning Ordinance, as may be amended, unless otherwise stated herein.

1. Concept Plan. The entire tract shall be developed generally in accordance with the Concept Plan, as attached hereto, and made a part hereof as Exhibit "C". The City Administrator or his/her designee may approve changes to the Concept Plan that do not alter the uses permitted or increase the density permitted by this PD, and that otherwise generally comply with all applicable zoning regulations. Approval of the Concept Plan shall constitute approval of the lot and street configurations with regards to lot mix and maximum street and/or block lengths.
2. Permitted and Conditional Uses. Permitted and conditional uses shall conform to the provisions set forth in the Zoning Ordinance, as may be amended, with a base Zoning District of Single Family – 4 (SF-4), except as follows:
 - A. Temporary Concrete Batch Plants serving the Development are permitted, subject to City Engineer approval and conditions upon application, and must be removed once construction of the development is completed. Should the location be proposed to change, a new application shall be required.
3. Prohibited Uses. Uses that are not Permitted Uses or Conditional Uses shall be prohibited.
4. Residential District Regulations. Development shall conform to the provisions and area requirements set forth in the Zoning Ordinance, as may be amended, with a base Zoning District of Single Family – 4 (SF-4), except as otherwise stated herein.
5. Preliminary Lot Mix.

Lot Type	Lot Size	Number of Lots
A	1 Acre	14
B	60' x 110'	117
C	50' x 110'	26
	TOTAL	157

6. Lot Regulations. The standards set forth herein shall be the exclusive lot sizes, setbacks, building heights, lot coverage, and dwelling unit size regulations for the single family detached residential products within this development.

Table on following page

A. Lot Requirements Table.

	Type A 1 Acre Lots	Type B 60' Lots	Type C 50' Lots
Minimum Gross Lot Area	43,560 square feet	6,300 square feet	5,250 square feet
Minimum Lot Width at Front Building Line	60 feet	60 feet	50 feet
Minimum Lot Frontage at ROW	30 feet	30 feet	30 feet
Minimum Lot Depth on Lot Perpendicular to Street	105 feet	105 feet	105 feet
Minimum Lot Depth at Centerline of the Lot on Elbows/Curves	95 feet	95 feet	95 feet
Minimum Front Yard Setback	20 feet	20 feet	20 feet
Minimum Side Yard on Interior Lots	5 feet	5 feet	5 feet
Minimum Side Yard on Corner Lot Adjacent to Street ROW	10 feet	10 feet	10 feet
Minimum Rear Yard	5 feet	5 feet	5 feet
Maximum Lot Coverage¹	60%	60%	60%
Maximum Building Height	35 feet or 2 ½ stories	35 feet or 2 ½ stories	35 feet or 2 ½ stories
Minimum Dwelling Area – air conditioned	1,500 square feet	1,500 square feet	1,500 square feet

B. Lot Coverage. Lot coverage shall be measured as the percent of the lot covered with structures as compared to open space. Structures include all buildings, parking lots and driveways. Roof eaves and all other minor ordinary building projections are excluded.

C. Side Yard. Fences, landscaping, retaining walls, lighting, HVAC units, utility meters, pedestals and other utility-related equipment may be located in the side yard. Air conditioning units and similar mechanical equipment, such as heat pumps, solar

collecting equipment, or pool equipment may be installed within the residential side yard setback but shall not be installed within three (3) feet of any side yard fencing, air conditioning unit/pad, or mechanical equipment of an adjacent home or structure.

- D. Front Yard Encroachments. Porches, bay windows, awnings, balconies, masonry clad chimneys, or other such architectural features may encroach into the front yard setback no more than six feet (6') towards the adjacent Street Right of Way (ROW).
7. Garages. Front entry, enclosed two car garage shall be permitted on all Lots. Face of Garage Door to be a minimum of twenty feet (20') from ROW.
8. Architectural Standards.
- A. Residential Structures. Exterior construction materials for residential structures, (excluding accessory structures), shall consist of seventy-five percent (75%) brick, stone, or stucco on vertical surfaces, excluding windows, doors, and other normal openings. Use of cementitious fiberboard is limited to the back and side elevations and architectural features that are not intended for occupancy on any elevation. (soffits).
- B. Chimneys. Construction materials for a chimney built on the exterior wall shall consist of 100% masonry. Construction materials for all other chimneys shall consist of cementitious fiberboard or equivalent.
- C. Roofs. Residential structures shall have a minimum 6:12 roof pitch. Roofs shall be constructed of composition shingles, tile, or slate.
9. Key Lots. Key Lots are defined as a lot that is siding the rear of an adjacent lot and are permitted.
10. House Elevations. The same home plan elevation shall not be repeated more frequently than every fourth lot on the same side of the street.
11. Sidewalks. The homebuilder will build sidewalks per the City of Lavon standards. The developer will build sidewalk along the frontage of any HOA lot within the addition per the City of Lavon standards.
12. Residential Street Offsets. The minimum distance from the centerline of an existing residential street to the centerline of a proposed residential street shall not be less than one hundred feet (100').
13. Screening, Landscaping along CR483. A six (6') foot wooden board-on-board fence with masonry columns spaced every 50 feet and similar to the existing treatments completed on the adjacent subdivisions will be installed along with similar landscaping. The HOA will maintain the perimeter fences and landscaping.
14. Fencing. Fencing shall be of consistent design patterns and high-quality materials throughout the development. Each lot shall have either: 1) a 6-foot board-on-board wooden fence and consistent stain or 2) wrought-iron or tubular steel fencing. A/C equipment shall be behind the front fence line and screened from the street with shrubs if wrought iron fences are utilized.

15. Landscaping. The builder shall make available to each residential lot six (6) three-gallon shrubs and six (6) one-gallon shrubs in the front yard. Two trees, being three-inch caliper, measured twelve inches from final grade shall be planted in the front yard. In addition, prior to the issuance of a certificate of occupancy, the entire front, side and rear yards will be sodded and irrigated as an upgraded addition.
16. Cul-De-Sac Length. An overlength cul-de-sac is allowed if no more than 15 lots are located on it, or as shown on the Concept plan.
17. Community Mailboxes. As required by the United States Postal Service, community mailboxes shall be used.
18. Homeowners Association (HOA). A Homeowners Association (HOA) shall be established or the property shall be annexed into the existing Grand Heritage HOA to maintain all private common open space areas within the Property. The HOA shall be established prior to the issuance of any residential building permits. A copy of the documents establishing or annexing the HOA shall be submitted to the City.



CITY OF LAVON

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

Request for a Change in Zoning

Fee: \$500 + \$20 per acre

Bloomfield Homes, L.P. - Clint Vincent 2-25-22
Applicants Name Date

LJA Engineering, Inc. - Daniel Betten, P.E. 214-451-0872
Representative or Agent Phone Number

1050 East Highway 114, Suite 210 Southlake, TX 76092
Street City, State, Zip

South of Autumn Hill Bluff, South and East of County Road 483
Location of Property


See attached Land Title Survey A - Agriculture
Legal Description of Property Current Zoning

Check which zoning category you wish to change to:

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

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

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

Signature of Applicant or Representative: 

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

For Office Use Only

Date Received: _____ Date Paid: 2-28-2022 Fee Paid: _____

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

RECEIVED
FEB 25 2022
CITY OF LAVON



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

Authorization of Representation

Date: 2-25-22

To the City of Lavon
Collin County, Texas

This letter will serve as notice that I/we, Bloomfield Homes, L.P.,
am/are the owner (s) of record of the property described in the attached survey
documentation, submitted with this form, and do hereby authorize
Daniel Betten, P.E. (LJA Engineering) to represent me (us) and my (our)
interests in the property described in the attached exhibits (s) for the expressed
purpose of this request.

[Handwritten Signature]
Signature (Owner)

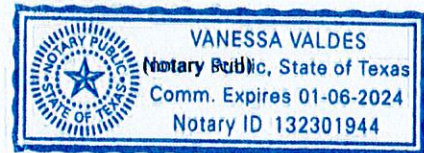
Signature (Owner)

Signature (Owner)

The State of Texas
County of Tarrant

Before me, the undersigned authority, appeared Clint Vincent,
on this the 25th day of February, 2022

[Handwritten Signature]



Notary Public in and for Tarrant County, Texas



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

Declaration of Ownership

Date: 2-25-22

To the City of Lavon
 Collin County, Texas

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

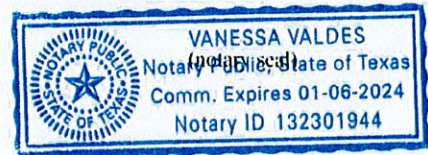
[Signature]
 Signature (Owner)

 Signature (Owner)

 Signature (Owner)

The State of Texas
 County of Tarrant

Before me, the undersigned authority, appeared Clint Vincent,
 on this the 25th day of February, 20 22



[Signature]

Notary Public in and for Tarrant County, Texas

CITY OF LAVON

ORDINANCE NO. XXXXXX

Planned Development SF - Bear Creek Phase 6

AN ORDINANCE OF THE CITY OF LAVON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY ESTABLISHING A PLANNED DEVELOPMENT FOR SINGLE FAMILY USES (PD-SF) DISTRICT ON A 5.7075 ACRE TRACT OF LAND DESCRIBED HEREIN AND LOCATED SOUTH-EAST OF THE INTERSECTION OF PRESIDENTS BOULEVARD AND CR 438, COLLEEN COLONY, TX AMENDING THE OFFICIAL ZONING MAP, PROVIDING A PENALTY OF \$2,000 PER DAY, PROVIDING ENFORCEABILITY, SAVINGS, AND CUMULATIVE REVENUE CLAUSES, PROVIDING AN EFFECTIVE DATE, AND PROVIDING FOR PUBLICATION.

WHEREAS, at its meeting held on the _____ day of _____, 20____, the Planning & Zoning Commission considered and made recommendations on a certain request for a Planned Development - Single Family (PD-SF) District; and

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

WHEREAS, the City Council, after determining all legal requirements of notice and hearing have been met, has further determined the following amendment to the zoning laws would provide for and would be in the best interest of the health, safety, morals and general welfare;

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

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

Section 2. Definitions: Definitions shall be those contained in Ordinance No. XXXXXX, the "Zoning Ordinance," as amended unless specifically defined herein.

Section 3. Permitted and Conditional Uses: The PD-SF District is hereby created for approximately 5.7075 acres of land described in the attached Exhibit "A" and depicted in Exhibit "B" located southeast of the intersection of Presidents Boulevard and CR 438 (CCAD:DD/1249973), providing for the permitted and conditional uses in the Single Family 4 (SF-4) District.

For the paving improvements of this development, no special or independent Conditional Use Permits (CUP) will be required for a concrete batch plant.

Section 4. Prohibited Uses: Uses that are not Permitted Uses or Conditional Uses shall be prohibited.

Section 5. Zoning Ordinance. Unless otherwise stated herein, the Zoning Ordinance, as amended, shall apply to the PD-SF district.

Section 6. Concept Plan. The entire tract shall be developed generally in accordance with the Concept Plan as attached hereto, and made a part hereof as Exhibit "C". The City Administrator or his/her designee may approve changes to the Concept Plan that do not alter the uses permitted or increase the density permitted by this PD, and that otherwise generally comply with all applicable zoning regulations.

Section 7. Development Standards. Development shall be in accordance with the Area Requirements established for the SF-4 District, except as follows.

A. General Lot Development Standards

1. There shall be three (3) single family residential lot sizes as follows: Sizes "A", "B" and "C". The standards set forth below shall be the exclusive lot sizes, setbacks, building heights, lot coverage, and dwelling unit size regulations for the single family detached residential products within this development. Lot coverage shall be measured as the building slab footprint, roof eaves and all other minor ordinary building projections are excluded.
2. Fences, landscaping, retaining walls, lighting, HVAC units, utility meters, pedestals and other utility-related equipment may be located in the side yard. Air conditioning units and similar mechanical equipment, such as heat pumps, solar collecting equipment, or pool equipment may be installed within the residential side yard setback but shall not be installed within three (3) feet of any side yard fencing, air conditioning unit/pad, or mechanical equipment of an adjacent home or structure.
3. Key Lots are allowed. Key Lots are defined as a lot that is siding the rear of an adjacent lot.

B. Specific Lot Development Standards

1. LOT SIZE "A"

- a) Minimum Lot Width at Front Building Line = 60 feet
- b) Minimum Lot Frontage at ROW = 30 feet
- c) Minimum Lot Depth on Lot Perpendicular to Street = 105 feet
- d) Minimum Lot Depth at Centerline of the Lot on Elbows/Curves = 95 feet
- e) Minimum Gross Lot Area = 43,560 square feet
- f) Minimum Front Yard Setback = 20 feet
- g) Minimum Interior Side Yard = 5 feet
- h) Minimum Side Yard on Corner Lot Adjacent to a Street ROW = 10 feet
- i) Minimum Rear Yard Setback = 5 feet
- j) Maximum Lot Coverage = Sixty Percent (60%)
- k) Maximum Height = Thirty Five Feet (35') or 2 ½ Stories

- l) Minimum Dwelling Unit Size = 1,500 air conditioned square feet
- m) Porches, bay windows, awnings, balconies, masonry clad chimneys, or other such architectural features may encroach into the front yard setback no more than six feet (6') towards the adjacent Street Right of Way (ROW).
- n) Front entry, enclosed two car garage shall be permitted on all Lots. Face of Garage Door to be a minimum of twenty feet (20') from ROW.

2. LOT SIZE "B"

- g) Minimum Lot Width at Front Building Line = 60 feet
- h) Minimum Lot Frontage at ROW = 30 feet
- i) Minimum Lot Depth on Lot Perpendicular to Street = 105 feet
- j) Minimum Lot Depth at Centerline of the Lot on Elbows/Curves = 95 feet
- k) Minimum Gross Lot Area = 6,300 square feet
- f) Minimum Front Yard Setback = 20 feet
- l) Minimum Interior Side Yard = 5 feet
- m) Minimum Side Yard on Corner Lot Adjacent to a Street ROW = 10 feet
- n) Minimum Rear Yard Setback = 5 feet
- o) Maximum Lot Coverage = Sixty Percent (60%)
- p) Maximum Height = Thirty Five Feet (35') or 2 ½ Stories
- l) Minimum Dwelling Unit Size = 1,500 air conditioned square feet
- o) Porches, bay windows, awnings, balconies, masonry clad chimneys, or other such architectural features may encroach into the front yard setback no more than six feet (6') towards the adjacent Street Right of Way (ROW).
- p) Front entry, enclosed two car garage shall be permitted on all Lots. Face of Garage Door to be a minimum of twenty feet (20') from ROW.

3. LOT SIZE "C"

- a) Minimum Lot Width at Front Building Line = 50 feet
- b) Minimum Lot Frontage at ROW = 30 feet
- c) Minimum Lot Depth on Lot Perpendicular to Street = 105 feet
- d) Minimum Lot Depth at Centerline of Lot on Elbows/Curves = 95 feet
- e) Minimum Gross Lot Area = 5,250 square feet
- f) Minimum Front Yard Setback Measured from the Street ROW = 20 feet
- g) Minimum Interior Side Yard = 5 feet
- h) Minimum Side Yard on Corner Lot Adjacent to a Street ROW = 10 feet
- i) Minimum Rear Yard Setback = 5 feet
- j) Maximum Lot Coverage = Sixty Percent (60%)
- k) Maximum Height = Thirty Five Feet (35') or 2-1/2 stories
- l) Minimum Dwelling Unit Size = 1,500 air conditioned square feet
- m) Porches, bay windows, balconies, masonry clad chimneys, or other such architectural features may encroach into the front yard setback no more than six feet (6') towards the adjacent Street ROW.
- n) Front entry, enclosed two car garage shall be permitted on all Lots. Face

of Garage Door to be a minimum of twenty feet (20') from ROW.

- C. House Elevations. The same home plan elevation shall not be repeated more frequently than every fourth lot on the same side of the street.
- D. Sidewalks. The homebuilder will build sidewalks per the City of Lavon standards. The developer will build sidewalk along the frontage of any HOA lot within the addition per the City of Lavon standards.
- E. Residential Street Offsets. The minimum distance from the centerline of an existing residential street to the centerline of a proposed residential street shall not be less than one hundred (100') feet.
- F. Screening, Landscaping along CR483. A six (6') foot wooden fence with columns similar to the existing treatments completed on the adjacent subdivisions will be installed along with similar landscaping. HOA will maintain.
- G. Cul-De-Sac Length. An overlength cul-de-sac is allowed if no more than 15 lots are located on it, or as shown on the Concept plan.
- H. Residential Exterior Building Materials.
1. Residential Structures. Exterior construction materials for residential structures, (excluding accessory structures), shall consist of seventy-five percent (75%) brick, stone, or stucco on vertical surfaces, excluding windows, doors and other normal openings. Use of cementitious fiberboard is limited to the back and side elevations and architectural features that are not intended for occupancy on any elevation. (soffits).
 2. Chimneys. Construction materials for a chimney built on the exterior wall shall consist of 100% masonry. Construction materials for all other chimneys shall consist of cementitious fiberboard or equivalent
 3. Roofs. Residential structures shall have a minimum 6:12 roof pitch. Roofs shall be constructed of composition shingles, tile or slate.
 4. Community Mailboxes. As required by the United States Postal Service, community mailboxes shall be used.

Section 8 Homeowners Association (HOA). A Homeowners Association (HOA) shall be established on the property shall be annexed into the existing Grand Heritage HOA to maintain all private common open space areas within the Property. The HOA shall be established prior to the issuance of any residential building permits. A copy of the documents establishing or annexing the HOA shall be submitted to the City.

Section 9. The Comprehensive Zoning Ordinance and the Official Zoning Map are hereby amended to reflect the action taken herein.

Section 10. Severability Clause: It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are 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 and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 11. Cumulative/Repealer Clause: This ordinance shall be cumulative of all provisions of State or Federal law and of other ordinances of the City of Lavon, Texas, whether codified or uncodified, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed to the extent of such conflict.

Section 12. Penalty Clause: Any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, in the municipal court of the City of Lavon, Texas, shall be punished by a fine not to exceed the sum of one thousand dollars (\$2,000.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

Section 13. Savings Clause: Should any word, phrase, sentence or section contained herein be found to be invalid, such invalidity shall not affect any other portion of this ordinance.

Section 14. Effective Date: This ordinance shall be in full force and effect from and after its passage and publication as required by law and it is so ordained.

DULY PASSED AND APPROVED by the City Council of the City of Lavon, Texas, this day of , 20 .

Vicki Sanson
Mayor

ATTEST:

Kim Dobbs
City Administrator | City Secretary

CITY OF LAVON
ORDINANCE NO. XXXX-XX-XX

EXHIBIT A – PROPERTY DESCRIPTION

BEING A 57.075 ACRE TRACT OF LAND SITUATED IN THE D. ANGLIN SURVEY, ABSTRACT NUMBER 2, COLLIN COUNTY, TEXAS, AND BEING ALL OF A CALLED 56.22 ACRE TRACT OF LAND CONVEYED AS “TRACT ONE” TO JOHN SVENSON, TRACI SVENSON, ORLIN S. SVENSON AND CHARLES O. SVENSON, IN VOLUME 2651, PAGE 24; VOLUME 2651, PAGE 30; VOLUME 2651, PAGE 33 AND VOLUME 2651, PAGE 36, DEED RECORDS, COLLIN COUNTY, TEXAS. SAID 57.075 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83(2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND COLLIN CORS ARP (PID-DF8982), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “JACOBS” SET FOR THE NORTHEAST CORNER OF SAID 56.22 ACRE TRACT AND THE SOUTHEAST CORNER OF A 92.296 ACRE TRACT OF LAND CONVEYED AS “TRACT 1” TO WORLD LAND DEVELOPERS, LP, AS RECORDED IN COUNTY CLERK’S FILE NO. 20070913001271380, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 00 DEGREES 54 MINUTES 45 SECONDS WEST, ALONG THE EAST LINE OF SAID 56.22 ACRE TRACT, A DISTANCE OF 1637.22 FEET TO A POINT FOR A SOUTHEAST CORNER OF SAID 56.22 ACRE TRACT, SAID POINT BEING ON THE NORTH LINE OF A 15.51 ACRE TRACT OF LAND CONVEYED TO JAMES L. BRANNON AND PEGGY M. BRANNON, AS RECORDED IN COUNTY CLERK’S FILE NO. 20160919001247770, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 15.51 ACRE TRACT AND A SOUTHEAST CORNER OF THE REMAINDER OF AN 8.25 ACRE TRACT OF LAND CONVEYED AS “SECOND TRACT” TO W.W. TOLLETT, AS RECORDED IN VOLUME 105, PAGE 280, DEED RECORDS, COLLIN COUNTY, TEXAS BEARS SOUTH 89 DEGREES 02 MINUTES 07 SECONDS EAST, A DISTANCE OF 174.02 FEET;

THENCE, ALONG THE SOUTH LINE OF SAID 56.22 ACRE TRACT AND SAID NORTH LINE OF 15.51 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 02 MINUTES 07 SECONDS WEST, A DISTANCE OF 240.24 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED “BOUNDARY SOL” FOUND FOR CORNER;

SOUTH 01 DEGREES 52 MINUTES 31 SECONDS WEST, A DISTANCE OF 592.17 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

NORTH 87 DEGREES 36 MINUTES 12 SECONDS WEST, A DISTANCE OF 363.54 FEET TO A 1/2 INCH IRON ROD FOUND FOR A SOUTHWEST CORNER OF SAID 56.22 ACRE TRACT, SAID POINT BEING ON THE EAST LINE OF EAST HUBBARD PROPERTIES, AN ADDITION TO COLLIN COUNTY, TEXAS, AS RECORDED IN CABINET G, PAGE 22, PLAT RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 00 DEGREES 00 MINUTES 43 SECONDS EAST, ALONG A WEST LINE OF SAID 56.22 ACRE TRACT AND SAID EAST LINE OF EAST HUBBARD PROPERTIES, A DISTANCE OF 761.55 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID EAST HUBBARD PROPERTIES;

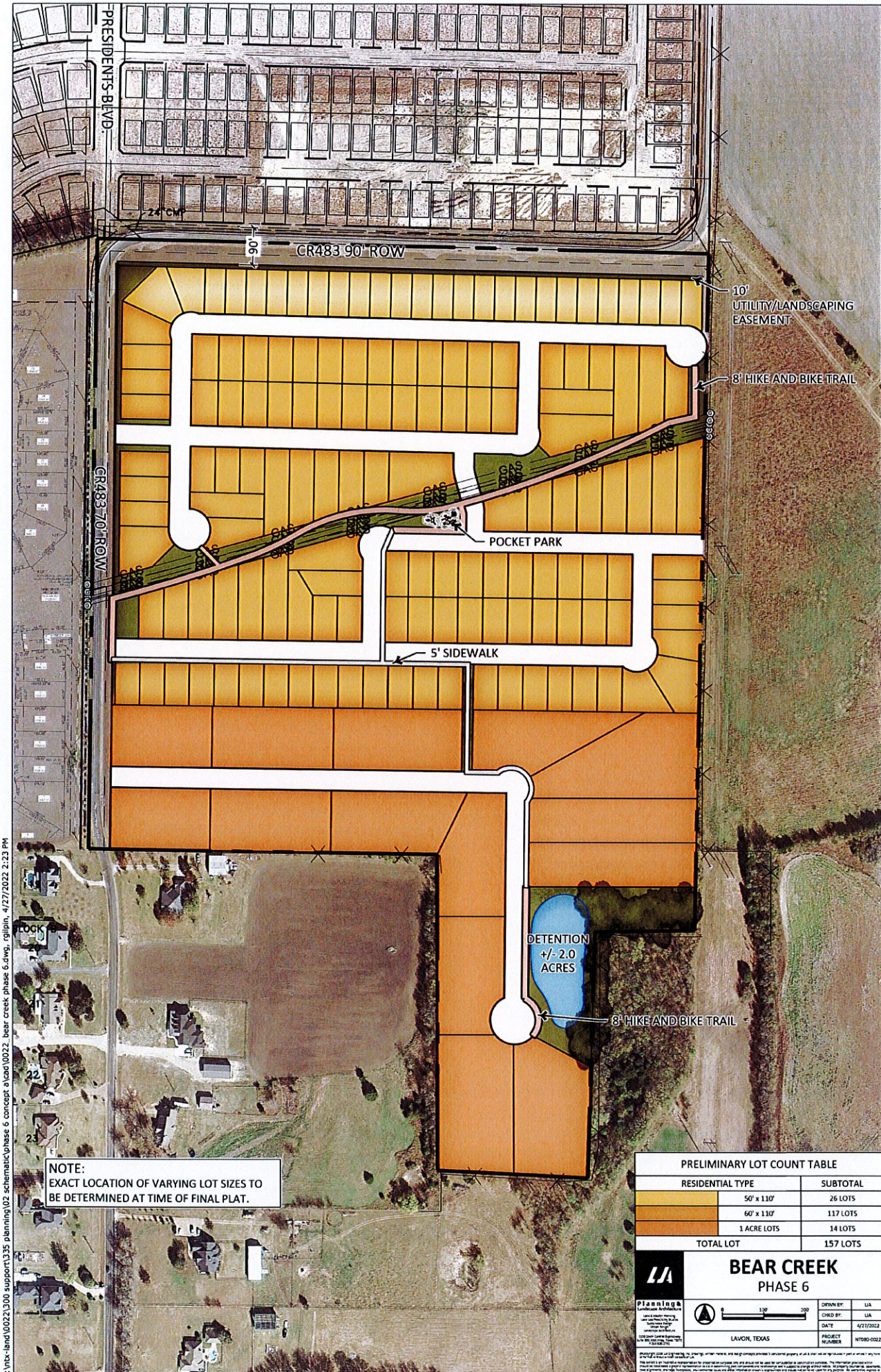
THENCE, NORTH 89 DEGREES 29 MINUTES 20 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 56.22 ACRE TRACT AND THE NORTH LINE OF SAID EAST HUBBARD PROPERTIES, PASSING AT A DISTANCE OF 780.56 FEET A 5/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID EAST HUBBARD PROPERTIES, CONTINUING ALONG SAID SOUTH LINE OF SAID 56.22 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 840.83 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID 56.22 ACRE TRACT AND THE SOUTHEAST CORNER OF A 90.00 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO ROY BRIAN WEBB AND ANDREA KAY CAMPBELL, AS RECORDED IN VOLUME 4761, PAGE 200, DEED RECORDS, COLLIN COUNTY, TEXAS, SAID POINT BEING ON THE NORTH LINE OF LOT 19, BLOCK B OF MEADOW CREEK ESTATES, AN ADDITION TO COLLIN COUNTY, TEXAS, AS RECORDED IN CABINET G, PAGE 485, PLAT RECORDS, COLLIN COUNTY, TEXAS AND BEING ON APPROXIMATE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 483 (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE, NORTH 00 DEGREES 32 MINUTES 30 SECONDS EAST, ALONG THE WEST LINE OF SAID 56.22 ACRE TRACT, THE EAST LINE OF SAID 90.00 ACRE TRACT AND SAID WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 483, A DISTANCE OF 1474.64 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID 56.22 ACRE TRACT;

THENCE, SOUTH 88 DEGREES 40 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF SAID 56.22 ACRE TRACT, PASSING AT A DISTANCE OF 0.56 FEET A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF AFORESAID 92.296 ACRE TRACT, CONTINUING ALONG SAID NORTH LINE OF 56.22 ACRE TRACT, THE SOUTH LINE OF SAID 92.296 ACRE TRACT AND WITH THE APPROXIMATE CENTERLINE OF AFORESAID COUNTY ROAD NO. 483, IN ALL A TOTAL DISTANCE OF 1475.98 FEET TO A THE **POINT OF BEGINNING** AND CONTAINING 57.075 ACRES LAND, MORE OR LESS.

CITY OF LAVON
ORDINANCE NO. XXXX-XX-XX

EXHIBIT B - MAP



NOTE:
EXACT LOCATION OF VARYING LOT SIZES TO
BE DETERMINED AT TIME OF FINAL PLAT.

PRELIMINARY LOT COUNT TABLE	
RESIDENTIAL TYPE	SUBTOTAL
50' x 110'	26 LOTS
60' x 110'	117 LOTS
1 ACRE LOTS	14 LOTS
TOTAL LOT	157 LOTS

Planning & Architecture
LAVON, TEXAS

**BEAR CREEK
PHASE 6**

DATE: 4/17/2022
PROJECT NUMBER: NT000-0022

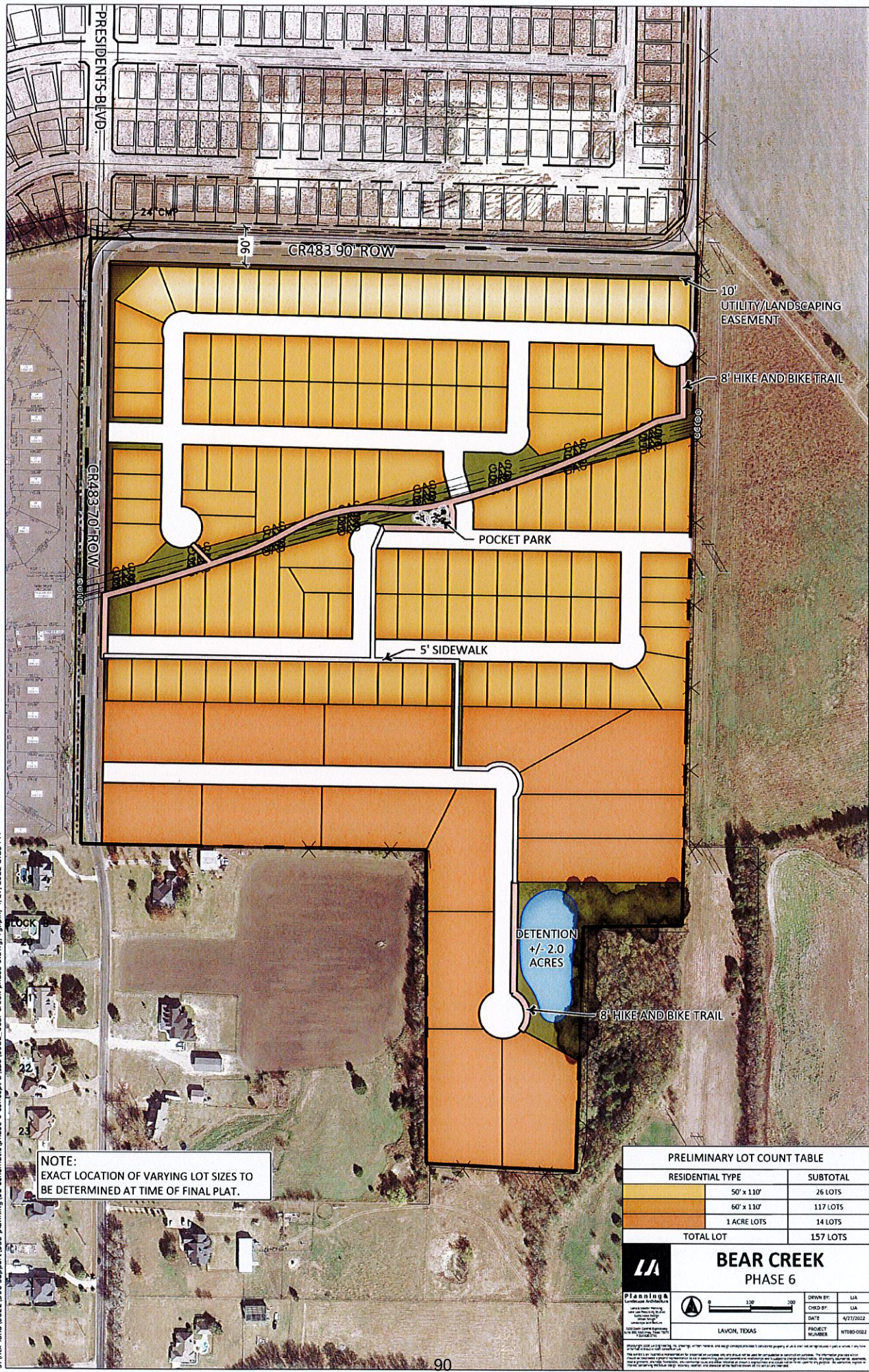
DRAWN BY: LIA
CHKD BY: LIA
DATE: 4/17/2022
PROJECT NUMBER: NT000-0022

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CITY OF LAVON
ORDINANCE NO. XXXX-XX-XX

EXHIBIT C – CONCEPT PLAN

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NOTE:
EXACT LOCATION OF VARYING LOT SIZES TO
BE DETERMINED AT TIME OF FINAL PLAT.

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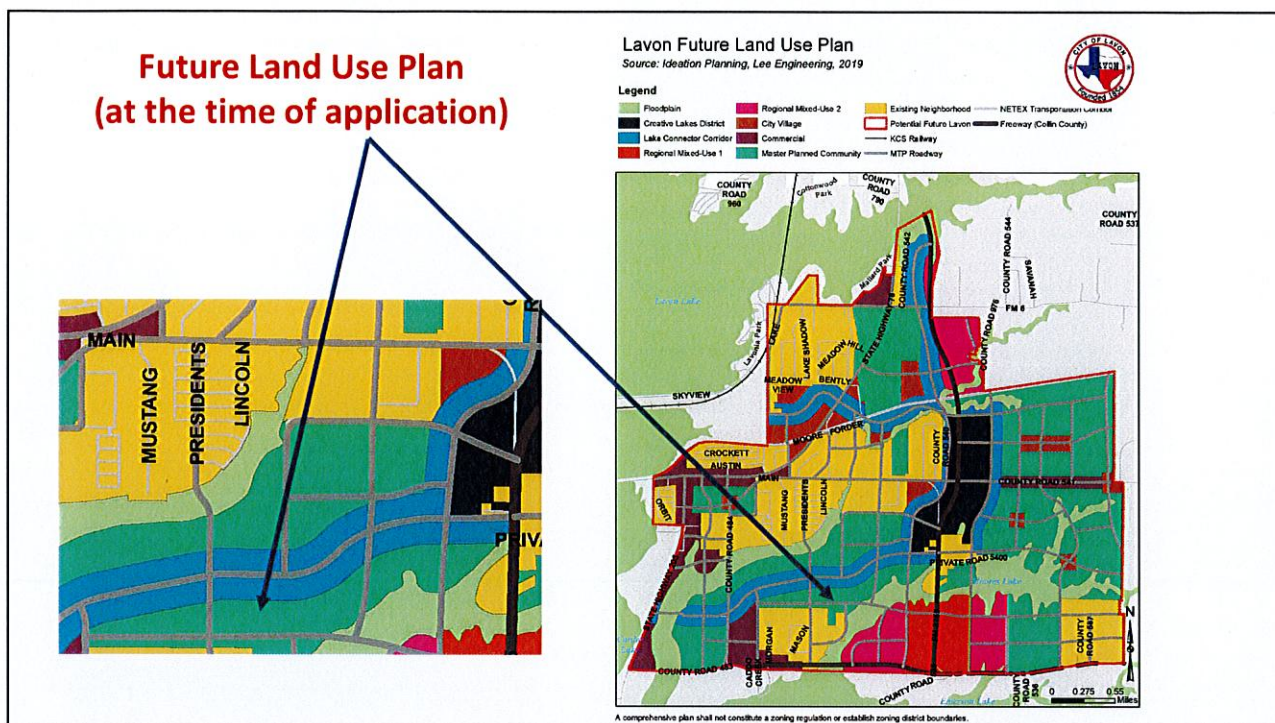
Planning & Landscape Architecture
LAVON, TEXAS

**BEAR CREEK
PHASE 6**

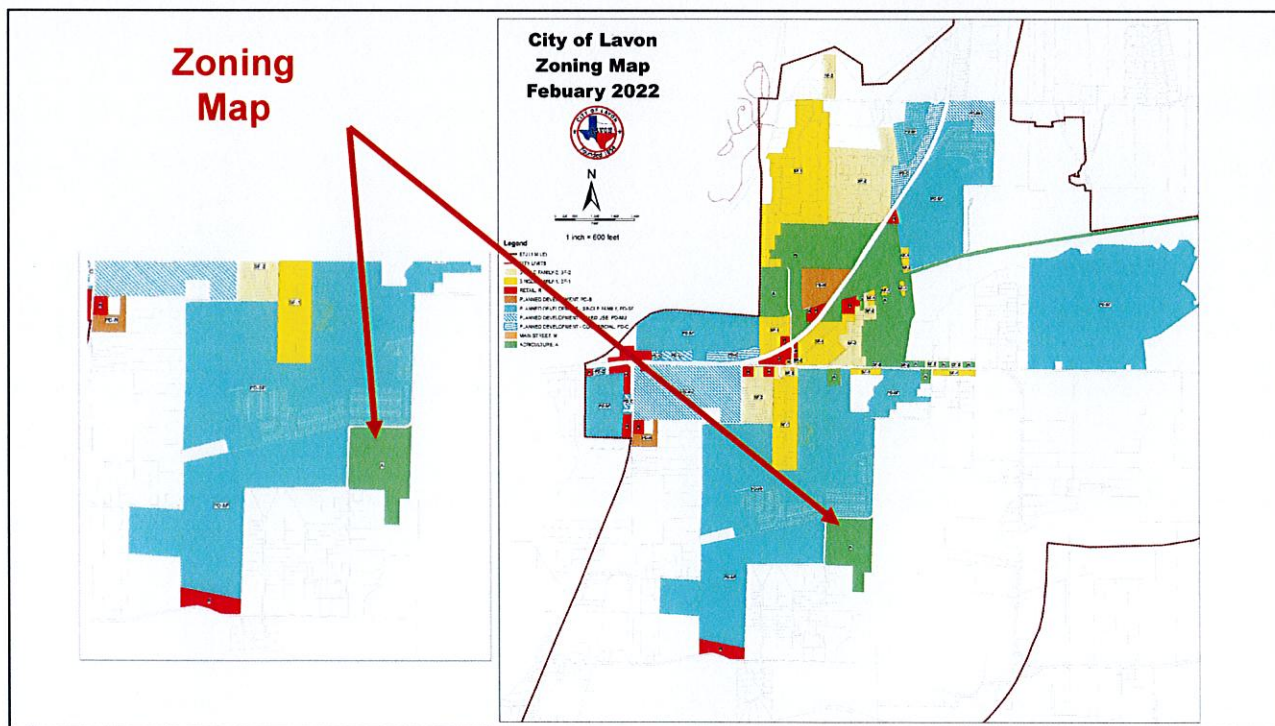
LAVON, TEXAS

DRAWN BY:	LIA
CHECK BY:	LIA
DATE:	4/27/2022
PROJECT NUMBER:	NTBD-0022

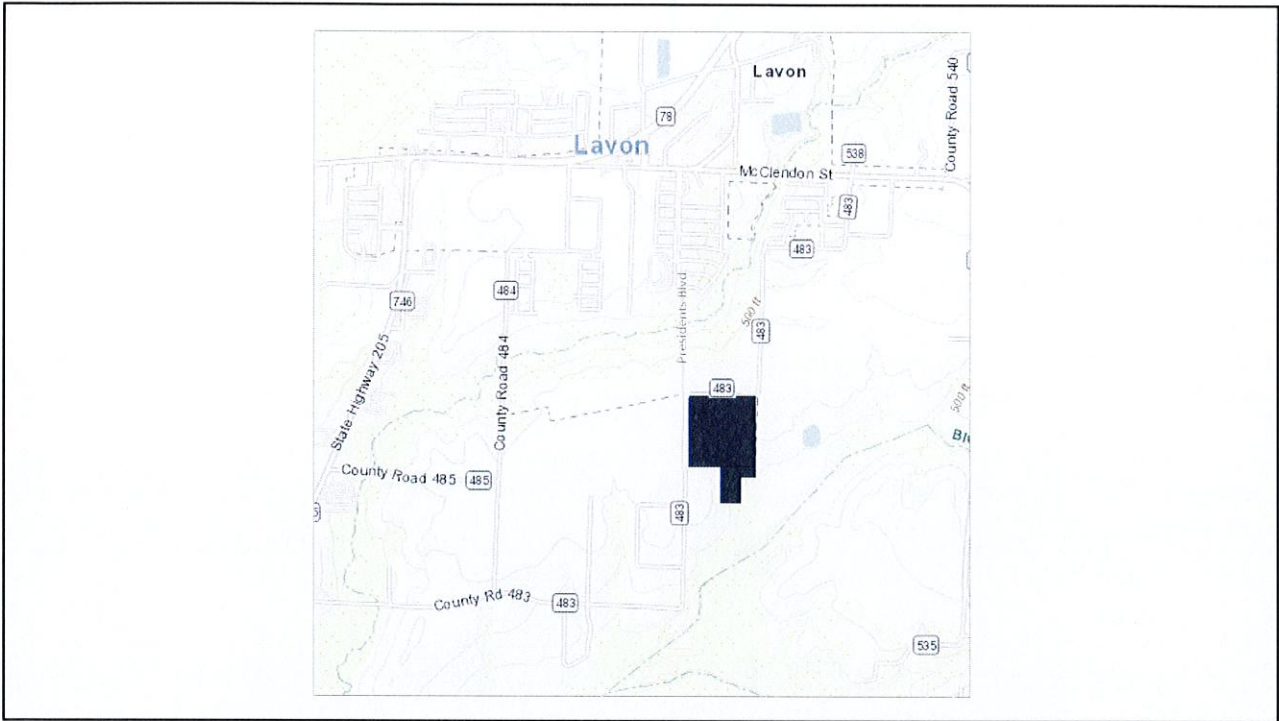
0 100 200
 Planning & Landscape Architecture
 10000 North Loop West, Suite 1000
 Dallas, Texas 75244
 Phone: (214) 343-8800
 Fax: (214) 343-8801
 Email: info@planningla.com
 Website: www.planningla.com



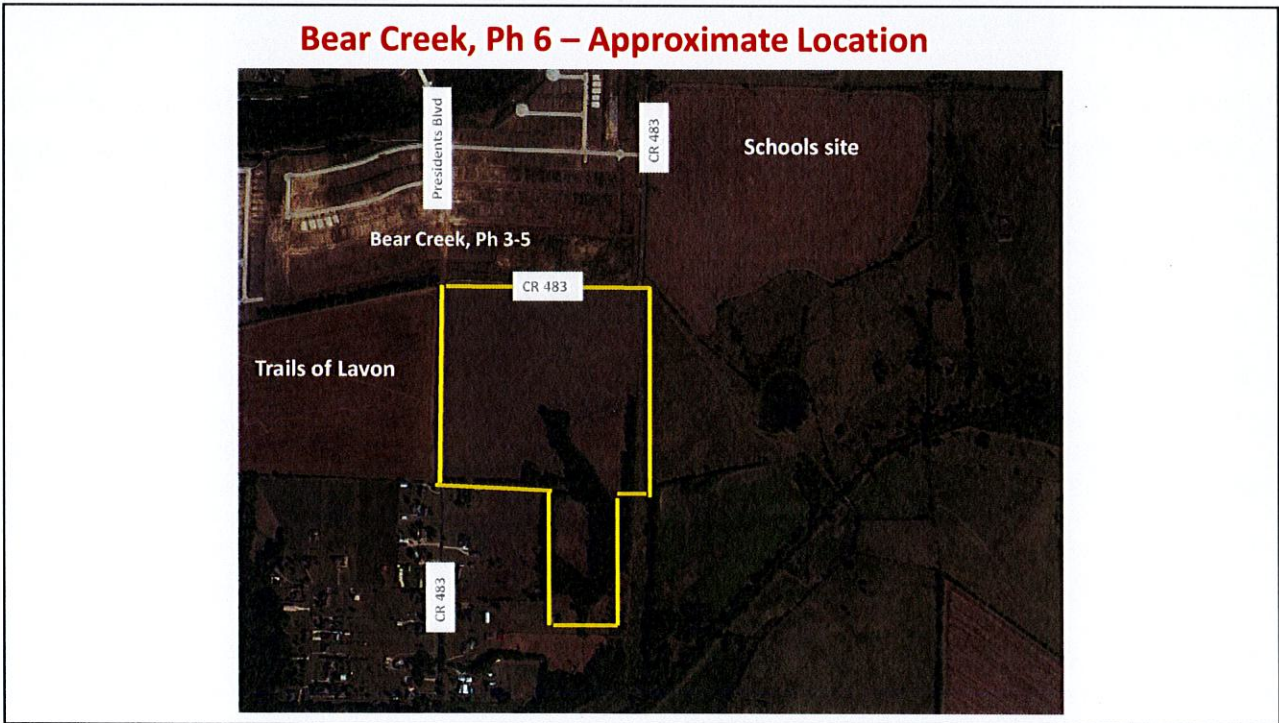
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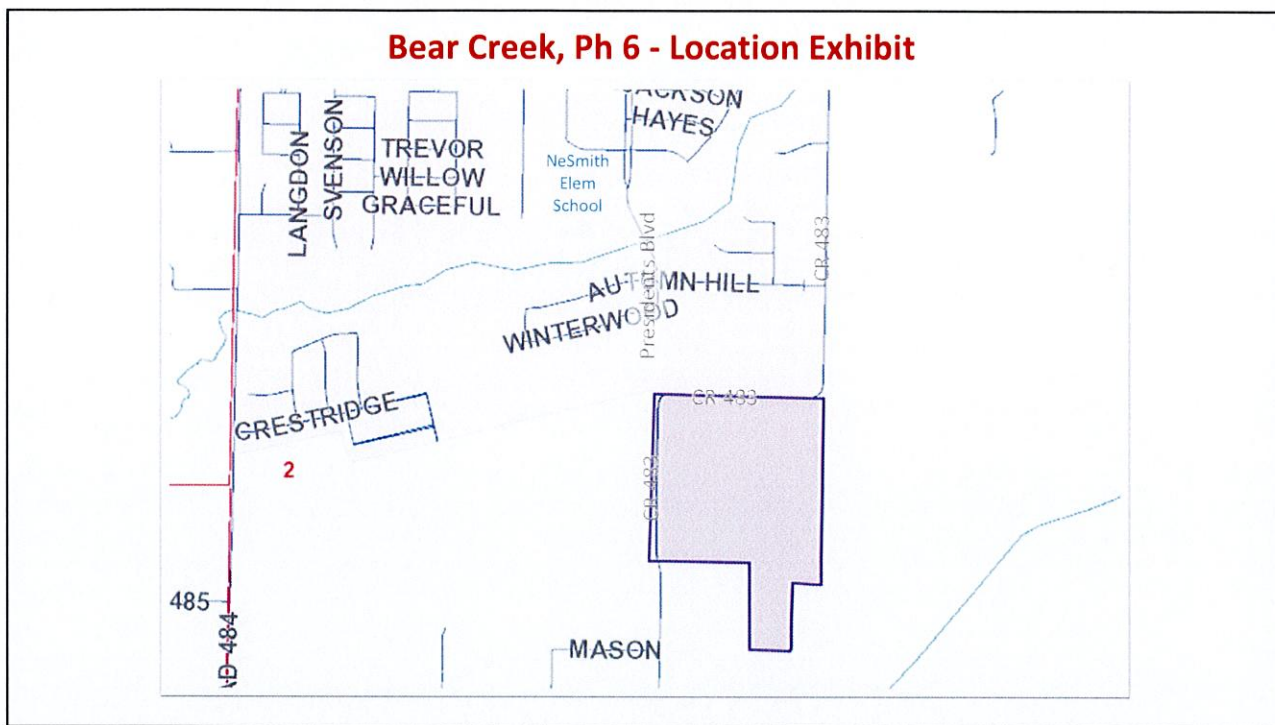
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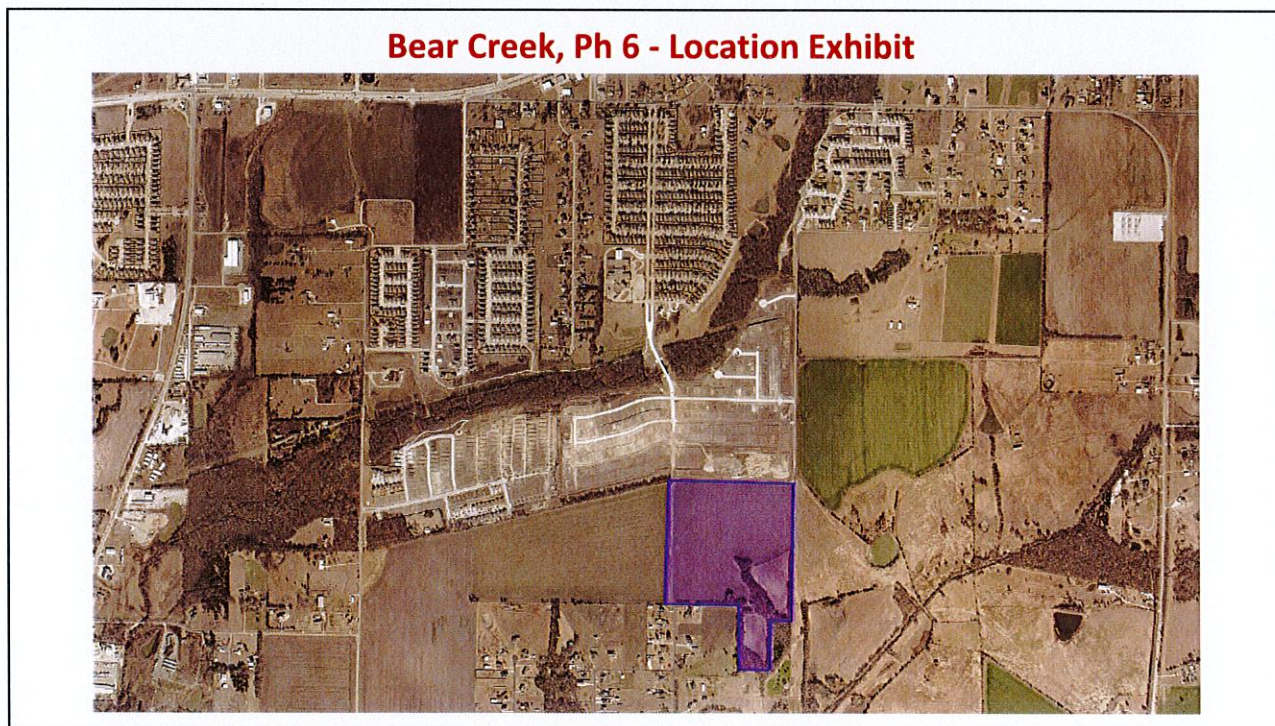
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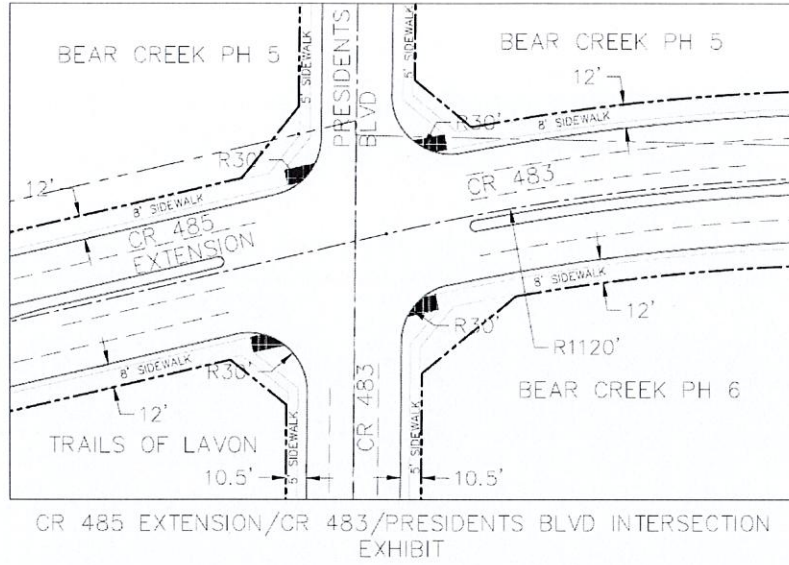


13



14

Presidents Blvd – CR 485 - CR 483 Future Signalized Intersection





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

Notice is hereby given that the **Planning and Zoning Commission** will hold a public hearing at the meeting starting at 7:00 PM, Tuesday, **April 26, 2022** at Lavon City Hall, 120 School Rd. Further notice is given that a second public hearing is scheduled where the request and the recommendation of the Planning and Zoning Commission will be considered by the **City Council** at a meeting starting at 7:00 PM, Tuesday, **May 3, 2022** at Lavon City Hall. At such times and place, the Commission and the Council will hear and take action on:

Request: Consider an application to change the zoning district classification from temporary Agricultural (A) District to a Planned Development (PD) District consisting of 157 residential lots and 3 HOA open space lots.

Property Description: Approximately 57.05 acres of land, the Bear Creek Addition, Phase 6 in the Drury Anglin Survey, Abstract No. 2, Lavon, Collin County, Texas, located southeast of the intersection of Presidents Blvd. and CR 483 (CCAD Property ID 1249973).

Additional information regarding the request is enclosed and may be obtained at cityhall@lavontx.gov or at 972-843-4220.

You are receiving this notice because the subject property is located within 200 feet of your property. The public hearing may be continued should an applicant so request. Interested citizens are invited to attend the public hearing and participate in the same.

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

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

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

Signature: _____

Name (printed): _____

Address: _____

Phone: _____ Email Address: _____

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



**CITY OF LAVON, TEXAS
NOTICE OF PUBLIC HEARINGS BEFORE THE
PLANNING AND ZONING COMMISSION
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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) The city has not handled the other expansions well enough to have confidence this will not turn into a large Pent district.

Signature: [Handwritten Signature]

Name (printed): Robin Roberts Robin Roberts

Address: 11310 C.R. 483

Phone: 214-668-1224 Email Address: RROBERTS@TENCONSTRUCTION.C

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

MEADOW CREEK ESTATES (GCN), BLK B, LOT 20
11310 Cr 483, TX 75166-1658

RECEIVED
APR 29 2022
CITY OF LAVON

name	Mailing Address	city	st	zip	Loc	Legal Desc.	Property Address
Bloomfield Homes	1050 SH 114 Ste 210	Southlake	TX	76092-5255		ABS A0002 DRURY ANGLIN SURVEY, SHEET 3, TRACT 140, 50.511 ACRES	Presidents Blvd, Lavon, TX 75166
Lavon 419 Land LLC	3625 N. Hall St. Ste 720	Dallas	TX	75219-5110		ABS A0002 DRURY ANGLIN SURVEY, SHEET 2, TRACT 3, 419.233 ACRES	FM 2755, Lavon, TX 75166
James & Peggy Brannon	11435 CR 483	Lavon	TX	75166		ABS A0002 DRURY ANGLIN SURVEY, SHEET 4, TRACT 72, 15.81 ACRES	11435 CR 483, Lavon, TX 75166
William & Rachel Antrikin	11387 CR 483	Lavon	TX	75166		EAST HUBBARD PROPERTIES (GCN), BLK A, LOT 3; (REPLAT)	11387 CR 483, Lavon, TX 75166
Melton & Tracy Bradshaw	11341 CR 483	Lavon	TX	75166		(GCN), BLK A, LOT 2R; (REPLAT)	11341 CR 483, Lavon, TX 75166
Allen Stelzel	11281 CR 483	Lavon	TX	75166		EAST HUBBARD PROPERTIES (GCN), LOT 1-9	CR 483 Lavon, TX 75166
Allen Stelzel	11281 CR 483	Lavon	TX	75166		EAST HUBBARD PROPERTIES (GCN), LOT 1	11281 Cr 483, TX 75166
Robin Roberts	11310 CR 483	Lavon	TX	75166		MEADOW CREEK ESTATES (GCN), BLK B, LOT 20	11310 Cr 483, TX 75166-1658
Shawn Wheeler	11272 CR 483	Lavon	TX	75166		(GCN), BLK B, LOT 19	11272 CR 483, Lavon, TX 75166
Meritage Homes of Texas, LLC	8840 Cypress Waters Blvd 100	Coppell	TX	75019-4615		ABS A0002 DRURY ANGLIN SURVEY, SHEET 3, TRACT 74, 64.952 ACRES	CR 484, Lavon, TX 75166

Bear Creek 6



CITY OF LAVON Agenda Brief

MEETING: May 3, 2022

ITEM: 8 - D

Item:

Discussion and action regarding Board and Commission appointments – Planning and Zoning Commission, Parks and Recreation Board, and Charter 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.

A member of the Parks and Recreation Board and Volunteer Fire Board of Directors is moving and will resign her appointments in the coming weeks.

On April 17, 2022, the City Council provided direction to prepare for the development of a proposed home rule charter. A November 2022 charter election would have to be ordered no later than August 22, 2022. Among the initial steps is the appointment (or election) of a Charter Commission. The Local Government Code provides that the City Council or Mayor may appoint a Charter Commission. The Charter Commission works with the city attorney and staff to prepare the Home Rule Charter.

Attachments:

- 1) Spreadsheet – Boards & Commissions
- 2) Volunteer Application

City of Lavon Boards & Commissions

April 2022

Place	Elected / Appointed	Name	Term Expires	Appointment Notes
City Council Members				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	

Economic Development Corp Board of Dir - Type B				7 members; 4 CC/staff; county resident
Place 1, Chair	3/1/2009	Kay Wright	7/15/2022	
Place 2	7/17/2018	Manzelle Williams	7/15/2023	
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	

Planning & Zoning Commission				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	

Parks & Recreation Board				5 members; residency req
Seat 1	4/17/2012	Mike Gulino	1/1/2023	
Seat 2	1/16/2018	Kelly Turk	1/1/2024	
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	

IFC Building Board of Appeals				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		

LVFD Board of Directors				3 members
Seat 1	6/19/2018	Mindi Serkland	6/19/2022	
Seat 2	6/19/2018	Mike Jones	6/19/2023	
Seat 3	6/19/2018	Kelly Turk	6/19/2022	

Comprehensive Plan Advisory Committee				<i>meets ad hoc</i>
Planning and Zoning Commission appointed on January 19, 2021				

Volunteer/Board & Commission Application

RECEIVED
NOV 15 2021
CITY OF LAVON



Contact Information

Name	Jeffery Cox
Street Address	1000 Hilltop Drive
City ST ZIP Code	Lavon, Texas 75166
Home Phone	713-480-5223
Work Phone	Same
E-Mail Address	jeffccox13@gmail.com

Occupational Information

Current Occupation	Security Executive - Vice President, Loss Prevention
Company Name	Public Storage
Work Phone	713-480-5223
Work Email Address	jcox@publicstorage.com

Educational Information

High School/Ged	Eisenhower High School - Houston, TX - 1995
Higher Education	University of Houston - Bachelor of Science, 2003 / Masters Degree, 2016
Organization or Group Memberships	AFCE - Certified Fraud Examiner

Special Skills or Qualifications

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

I have enjoyed a 24 year career in the security industry, specifically in retail, which has provided me with a wealth of experience in working with others to maintain safe and secure environments for the general public. Over the course of my career I have worked in senior level management roles ranging from security, operations and human resources to corporate positions with oversight of large workforces. I currently head the corporate security functions for Public Storage, as their Vice President of Loss Prevention.

Spending the past two decades in the retail industry has allowed me work well with a very diverse cross section of people across the country and internationally. During this time I have also been fortunate to manage large complex projects aimed at providing protection for those working, shopping and dining in some of the most well known and prestigious recreational and residential areas of the country. This has provided me with experience in working with experts in the areas of finance, legal, construction and IT to bring projects to fruition.

I have also spent a significant amount of time managing investigations into complex financial fraud, theft, vandalism and other criminal acts. This has led me into a long career of working very closely with law enforcement. I also possess a board certification in fraud investigations as a Certified Fraud Examiner.

My hope is to use my skills and experience to support the Lavon City Government to continue to make Lavon a great place to live and raise a family.

Please complete front and back of this form

Previous Volunteer Experience

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

Prior to moving to Lavon, TX, I previously served as a Director on The Mandolin Park Homeowners Association Board in Houston, TX.

I was previously a candidate for the Municipal Utility District (MUD) 230 board of directors in Houston. The election was postponed due to Covid and I later withdrew my candidacy as my family and I made plans to relocate to Lavon.

Board Interest

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

Economic Development

Planning & Zoning

My primary interest is in the Planning and Zoning Commission.

Parks & Recreation

I am also interested in the Parks and Recreation Board.

Any Sub Committee

Agreement and Signature

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

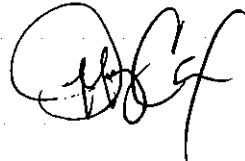
If selected as a board member, I understand that information on this application is subject to the Texas Public Information Act and may be disclosed to anyone requesting this information. I understand that the act does not allow a governmental body to choose whether to allow public access to the information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

If selected as a board member of the City of Lavon I choose to allow not allow public access to my home address, home phone number or whether I have family members.

Name (printed)

Jeffery Cox

Signature



Date

11/12/2021

Additional Information

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

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

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

Please complete front and back of this form

Vice-President of Asset Protection

24 years' success assessing and managing asset protection/investigations/security programs for retailers.

Accomplished, dedicated executive with expertise in all facets of asset protection, financial planning and project management including leadership of multiple internal departments from store operations to logistics and facilities. Solid record of providing oversight for emergency management programs, physical security, and investigations. Consistent history of exceeding expectations through strategic planning and analysis, identifying and mitigating risk, and building high performing teams focused on delivering quality service while focusing on safeguarding company assets and merchandise.

- Security Management
- Risk Assessment & Mitigation
- Crisis Management Planning
- Shortage Reduction Strategies
- Omni-Channel Selling Environments
- Budget & Expense Management
- Data Management & Analytics
- Fraud & Crime Investigations
- Supply Chain Security
- Facilities Management
- Project Management
- Process Improvements

Professional Experience

Public Storage – United States Operations

Plano, Texas

Vice-President, Loss Prevention

2021-Present

Corporate Security Executive with responsibility for managing the security and safety programs for the world's largest self-storage company. Current responsibility includes the company's comprehensive physical security plans of new and existing properties across a portfolio of approximately 2600 locations while using a risk based approach to prioritizing and managing project related expense.

- Identified fraud exposures in the company's E-Rental Portal that was contributing to an unprecedented level of payment card driven burglaries of customer spaces. Spearheaded project to resolve the system vulnerabilities with payment card industry fraud controls.

Saks Fifth Avenue – United States & Canadian Operations

Houston, Texas

Associate Vice-President, Asset Protection Operations

2020-2021

Directly responsible for managing the finance and operations of the Saks Fifth Avenue Asset Protection Division. Current responsibility includes the execution of the asset protection programs in the Saks Fifth Avenue stores in the US and Canada; oversight of the company's distribution and supply chain security; and management of all security related services, vendors and projects.

- Restructured corporate and store asset protection staffing model while implementing process efficiencies netting an annual expense reduction of \$1.3M.
- Created a new company remote store and facility monitoring program to assist with internal and external investigations while addressing overnight burglary and looting trends in high risk locations.
- Managed and executed capital projects to improve camera surveillance network and card access control programs across the company's US stores to compensate for evolving staffing models and business trends.

continued...

Saks Fifth Avenue – United States & Canadian Operations

Houston, Texas

Senior Director of Asset Protection

2018-2020

Led and directed a large team responsible for executing business protection strategies, internal and external investigations, fraud reduction programs, physical security projects and emergency management programs for an organization employing over 10,000 personnel with \$4.5B in annual sales. Established and maintained positive working relationships with various law enforcement jurisdictions.

- Directed a large workforce of corporate and store level executives, investigators and both owned and contracted staff members while realizing a department ROI through shortage reduction and fraud prevention strategies.
- Contributed to growth and achievement of financial targets by implementing comprehensive programs designed to protect company business interests, minimizing risk of loss while supporting selling strategies.

Saks Fifth Avenue – Central & Western Regions

Houston, Texas

Regional Asset Protection Director

2012-2018

Provided executive-level leadership overseeing asset protection, investigative, store compliance, emergency management, executive protection and physical security programs in the Saks Fifth Avenue and Saks Off-5th stores in the Central and Western United States.

- Streamlined operations by reorganizing management team and structure to create clear synergies while managing a robust new store opening project schedule across the country.
- Led and executed the asset protection strategy for Saks Fifth Avenue and Saks Off-5th new store opening initiatives, including threat assessments, budget management and physical security projects.
- Managed investigations into complex internal and external fraud schemes, including a single investigation totaling over \$1.1M in payment card fraud perpetrated by an international organized retail crime group. Diligent execution of investigative programs consistently netted shortage results under 1% of annual sales revenue.

Additional professional experience in Operations, Loss Prevention, Human Resources and Facilities with the Neiman Marcus Group in Houston, TX and Austin, TX from 1997 to 2012.

Education & Credentials

Master of Security Management (MSM)

Security Management for Executives

University of Houston Downtown, Houston, Texas

Bachelor of Science (BS)

Criminal Justice

University of Houston Downtown, Houston, Texas

Certifications

Certified Fraud Examiner (CFE) Association of Certified Fraud Examiners (ACFE)

Volunteer/Board & Commission Application



Contact Information

Name	Travis Jacob
Street Address	366 Chase Creek Dr
City ST ZIP Code	Lavon, TX 75166
Home Phone	469-418-4638
Work Phone	
E-Mail Address	travis.jacob@live.com

Occupational Information

Current Occupation	Business Lead
Company Name	Freddie Mac
Work Phone	972-395-4270
Work Email Address	travis.jacob1@freddie.mac.com

Educational Information

High School/Ged	Lighthouse Christian Academy
Higher Education	N/A
Organization or Group Memberships	

Special Skills or Qualifications

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

15 Years of banking mortgage finance experience including, Commercial, Multi-family and Single Family. Reviewing and approving business plans. Identifying risks and gaps in business processes.

RECEIVED
APR 26 2022
CITY OF LAVON

Please complete front and back of this form

Previous Volunteer Experience

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

Recipient of the President's Volunteer Service Award multiple years.
Volunteered with multiple organizations including: Covenant Church, Operation Kindness, North TX Food Bank, Habitat for Humanity and Rebuilding Together North TX.
My wife and I organized and led the neighborhood crime watch and National Nightout in our previous neighborhood in Rowlett, and also currently do the same for Lavon's Lakepointe community

Board Interest

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

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


Agreement and Signature

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

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

If selected as a board member of the City of Lavon I choose to _____ allow not allow public access to my home address, home phone number or whether I have family members.

Name (printed)
Signature
Date

Travis Jacob


Additional Information

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

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Please complete front and back of this form



CITY OF LAVON Agenda Brief

MEETING: May 3, 2022

ITEM: 8 - E

Item:

Discussion and action regarding the rental of the community room to the public.

Background:

Prior to the COVID-19 pandemic the city contracted with “Gym Monitors” to open and close City Hall and supervise rentals of the gym and community room. Coordination of the rental of the gym and community room involved roughly 1 hour/day of the City Secretary’s time. Coordination included scheduling (telephone, email, social media and walk -in), collecting fees, returning deposits, scheduling gym monitors, and responding to inquiries. It was very common for the City Secretary to be contacted outside of normal business hours to attend to rental-related issues, including physically returning to City Hall.

During the last six months of rentals, it became increasingly difficult to find gym monitors which in turn made it difficult to rent the facilities. Consequently, rentals without gym monitors were available to limited to groups who had a history of paying rental fees up front, respecting public property, not allowing children to play in the hallways unattended, and leaving the facilities in clean good condition, such as the Boy Scouts, Carter Blood Care, and Wylie Prep.

Suggestions if community room rentals resume

- Prepare a form similar to the Outdoor Facility Rental Agreement recently approved
- Do not resume utilization of gym monitors
- Add locks to the gym doors to restrict access
- Increase rental deposit to cover janitorial service (if needed) and use a post-rental inspection form
- Restrict rentals to residents
- Install security cameras in the building
- Coordinate with the police department for city hall to be secured each evening
- Review and update rental rules or guidelines
- Charge an extra fee if after hours staff time is required for issues not of the City’s making

Attachments: 1) Approved Outdoor Facility Rental Agreement
2) 2015 Rules



City of Lavon

Outdoor 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 NEGLECT 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, OCCURING IN CONNECTION WITH, RESULTING FROM, OR CAUSED BY THE RENTAL OR USE OF CITY FACILITIES, INCLUDING, BUT

NOT LIMITED TO, THE 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
- Parking or driving anywhere other than designated parking spots

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

2015

Gymnasium Use, Rules and Regulations

- Only court shoes are allowed on the gym floor. Hard sole or black sole shoes are not permitted. Non-marking black soled shoes may be allowed. Metal plates, cleats, roller skates, rollerblades and scooters are prohibited.
- Food, drinks, gum and candy are prohibited on the gym floor during open gym.
- The stage area is strictly off limits unless the stage is rented.
- Drills, reps, exercises or general instructions that reflect the image of a team and/or organized practice is prohibited in the gym during open play.
- Prohibited items include tape on the gym floor, tables & chairs directly on gym floor. (Gym Cover must be used if tables & chairs are required)
- Prohibited acts include dunking the basketball, grabbing or hanging on the rim, foul or abusive language and fighting. The severity of the misconduct may warrant removal from the facility, suspension or termination of facility use privileges.

Park Rules

- Park hours are 8:00 a.m. to 10:00 p.m.
- Park facilities are available on a first come/first serve basis, unless reserved.
- No alcoholic beverages are allowed in the park.
- All pets must be kept on a leash at all times. Pet owners must clean up after their pets.
- All waste or unsightly matter shall be disposed of in trash receptacles.
- Damaging or defacing park property is prohibited.
- Fires are permitted only in enclosed grills in designated park areas.
- Golfing is prohibited.
- Remote-controlled, radio-operated or gas-powered airplanes/helicopters are not allowed in the parks.
- Motorcycles, motorized scooters, or other motorized vehicles are prohibited on or over any park curb, sidewalk, and grassy areas except for mobility assistance vehicles and city owned vehicles.
- No motor vehicles are allowed in the park and shall only park in designated areas.
- Fireworks, firecrackers or explosives of any kind are prohibited in any city park unless the fireworks are part of a special event and authorized by the City.
- Posting of signs, circulars, and notices is prohibited.

- Swimming, bathing, and polluting any creek, pond, lake, or water within any park is prohibited. This includes Bear Creek, Eagle Pond and any other City owned park.
- Fishing is catch and release only. This includes Eagle Pond and Bear Creek. All state fishing laws apply.
- No boats or canoes are allowed in Eagle Pond.

Pavilion Reservations

- Reservations are first come / first serve with a paid reservation.
- Reservations may be made up to six (6) months in advance.
- Reservations must end at dusk.
- The time limit for reservations needs to include set-up and clean-up.
- Reservations are available to residents and non-residents.
- Reservation parties are responsible for disposing of litter in trash receptacles or taking it with them. Please report any maintenance issues or hazards to Public Works Department at 972-843-4220. Please leave the area clean.

Community Center

- Trash and recycle should be properly disposed of. No dirty towels or dishes shall be left in the sink or dishwasher.
- No alcoholic beverages are allowed in the building or in the parking lot.
- Floors and countertops must be cleaned, tables and chairs must be put away and any decorations must be removed from walls and ceilings.
- Make sure all doors are locked.
- Air Conditioner/Heater must be changed by building monitor only.

General Facility Rules

- All children under the age of 18 must be supervised by an adult (at least 18 years of age) at all times and will NOT be allowed to roam halls, City offices, parking lots or outside of the building. NO EXCEPTIONS.
- The City will NOT provide any supplies. All contents of the kitchen area including paper products, plastic ware, food and drinks are property of employees of the City of Lavon.
- Shoes and shirts must be worn at all times. Undergarments must be covered. "Sagging" pants are prohibited.
- Alcoholic beverages are not allowed to be consumed or possessed in any park or facility owned by the City of Lavon.
- It is prohibited to sell or offer for sale any food, drinks, confections, merchandise or services, to practice, conduct or solicit for any trade, occupation, business or profession, or to circulate any petition of whatsoever kind or character except as pre-approved by the City Council.

- Only blue “painter’s” tape or string may be used to affix decorations or objects to walls or poles. Thumb tacks, adhesive tape, duct tape, electrician tape, etc. are absolutely prohibited.
- Users must leave the premises in the condition in which it was found. Failure to do so will result in forfeiture of the deposit and/or future use.
- Inflatables are prohibited inside and outside the building.
- There shall be no greater attendance in any room other than the Maximum Occupancy established by the City of Lavon Fire Marshal.
- A permit must be obtained for any person to engage in using sound amplification equipment of any kind.
- Requests for the rental of city park(s), facilities and equipment shall be directed to the front office, who shall decide the appropriate procedure for approval. Community and special events may require an additional special/community event application which will be reviewed by the City Secretary. Once application is completed, it will be sent to the Mayor for approval. The special event application must be completed and returned to the department 45 days prior to the event.
- Individuals, clubs, organizations, or businesses may rent city parks and recreation facilities, when available. A deposit shall be required to rent city parks, recreation facilities and equipment. The deposit shall be a separate check from rental payment. Upon inspection and determination that parks and recreation facilities and/or equipment have not been damaged and clean-up cost have not incurred, the deposit shall be refunded. Parks should be left as they were upon arrival.
- Refunds: Cancellation of reservations must be made no less than 48 hours prior to the reserved date in order to receive a refund. Non-use due to inclement weather will be taken into consideration.
- Deposits will be refunded upon inspection of the city staff. The standard of clean-up shall be to leave the facilities as they were when you arrived. The City shall assess damages done and 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 event being reserved.
- Rental time includes setting up and clean up.
- The City may waive all or a portion of the fee with the approval of the City Council when appropriate.
- The City reserves the right to modify these rules as necessary.