



**AGENDA**  
**NOVEMBER 5, 2024**  
**LAVON CITY COUNCIL**  
**CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS**  
**REGULAR MEETING**  
**6:00 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. PROCLAMATION**  
Veterans Day – November 11, 2024
- 6. CONSENT AGENDA**  
*Consent agenda 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 October 15, 2024 meeting.
  - B.** Approve Ordinance No. **2024-11-01** approving the 2024 Tax Roll Summary for the City of Lavon as presented by the Collin County Tax Assessor Collector’s Office.
  - C.** Approve Resolution No. **2024-11-01** declaring that the City Council has completed an annual review of the Investment Policy of the City; adopting changes to the Investment Policy; providing a repealing clause; providing a severability clause; and providing for an effective date.
  - D.** Receive the Quarterly Investment Report.
  - E.** Approve the acceptance of the public infrastructure associated with the Highway 205 Tract, Phase 2, Block A, Lot 2 development.
  - F.** Approve the preliminary plat of the Elevon, Section 2, Phase 2F Addition consisting of 98 residential lots and 6 common area lots on 52.063 acres out of the Samuel M. Rainer Survey, Abstract No. 740 generally situated south of and adjacent to the Northeast Texas Rural Rail Transportation District (NETEX) right-of-way and north of Elevon Section 2, Phases 2A, 2C and 2E in the extraterritorial jurisdiction of the City of Lavon, Collin County, Texas, (CCAD Property ID 2850242).
  - G.** Approve the preliminary plat of the Watercross Townhomes Addition consisting of four lots and one common area lot on 6.448 acres out of the Samuel M. Rainer Survey, Abstract No. 740 situated west of the Lake Breeze Addition, south of Gage Road in the vicinity of 2343 Gage Road, in the extraterritorial jurisdiction of the City of Lavon, Collin County, Texas, (CCAD Property ID 2798568).
  - H.** Approve Resolution No. **2024-11-02** approving and authorizing the execution of an Assessment Collection Services Agreement with Collin County for the Trails of Lavon Public Improvement District Improvement Area #3; and providing for an effective date.
  - I.** Approve Resolution No. **2024-11-03** approving and authorizing the execution of a Master Streetlight Agreement with Oncor Electric Delivery Company LLC for street lighting and documents related thereto; and declaring an effective date.

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: Select Guest Portal

## 7. ITEMS FOR CONSIDERATION

- A. Public hearing, discussion, and action regarding the property owner's petition for the voluntary annexation of property situated in the in the Drury Anglin Survey, Abstract No. 2, being all of a 59.119 acre tract of land conveyed to Community Independent School District by deed recorded in Instrument Number 2022000087532 of the Official Public Records of Collin County, Texas generally located at 900 Rosewood Drive situated in Collin County within the extraterritorial jurisdiction of and adjacent to the City of Lavon, Texas into the City of Lavon, Texas.
- 1) Presentation of the proposed voluntary annexation.
  - 2) **PUBLIC HEARING** to receive comments regarding the proposed voluntary annexation.
  - 3) Discussion and action regarding the proposed voluntary annexation and accompanying Ordinance No. **2024-11-02**.
- B. Public Hearing, discussion, and action regarding a proposed waiver of Section 9.02.003 (g)(1)(D) of the City of Lavon Code of Ordinance, Subdivision Code submitted by Kimley-Horn on behalf of GRBK Edgewood, L.L.C. relating to the implementation of the City's Standard Construction Details in the Nicholson Ranch Addition, more specifically to the installation of SDR-26 vs SDR-35 pipe and manholes without corrosion protection additives.
- 1) Presentation of proposed waiver.
  - 2) **PUBLIC HEARING** to receive comments regarding the proposed waiver.
  - 3) Discussion and action regarding the proposed waiver.
- C. Discussion and action regarding an application from JBI on behalf of M.A. Partners for the site plan and landscape plan for Marine Grove Park on approximately 7.113 acres in Elevon West Commercial Addition Phase 1 on Lot 2, Block A and on approximately 7.086 acres in Elevon West Commercial Addition Phase 2 on CA1, Block B north and south of Villas Drive, Lavon, Collin County, Texas (CCAD Property IDs 2898014 and 2868715).
- D. Discussion and action regarding the first of two readings of a Resolution authorizing the Lavon Economic Development to expend funds for one or more projects to assist in the promotion of new and expanded community development in Lavon in the vicinity of Main Street (Bus 78) and Geren Drive, not to exceed \$1,400,000.00 for the cost of the projects and providing an effective date.
- E. Discussion and action regarding Resolution No. **2024-11-04** authorizing the Lavon Police Department to apply for grant funds through the Motor Vehicle Crime Prevention Authority SB 224 Catalytic Converter Grant to be used for the installation and operation of automated plate recognition cameras.
- F. Discussion and action regarding Resolution No. **2024-11-05** approving and authorizing the City Manager to execute a Multiple Use Agreement with the Texas Department of Transportation (TxDOT) allowing the installation and operation of a fixed license plate reader system in TxDOT right of way.
- G. Discussion and action regarding a proposed Progressive Rank Program for the Lavon Police Department to recognize service and assist in recruitment and retention.
- H. Discussion and action regarding Resolution No. **2024-11-06** approving and authorizing the execution of Task Order No. 4 with LJA Engineering, Inc. pursuant to Resolution No. **2023-10-04** for professional consulting services for services associated with development of a Corridor Branding Strategy.
- I. Discussion and action regarding Resolution No. **2024-11-07** casting six (6) votes to elect Collin Central Appraisal District Board of Directors.

## 8. EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Subchapter D, the City Council may recess into Executive Session (closed meeting) pursuant to Section 551.072 to deliberate the purchase, exchange, lease, or value of real property in the vicinity of Main Street (Bus 78) and Geren Drive; and Section 511.087 (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the

territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

**9. RECONVENE FROM EXECUTIVE SESSION**

Consider and take any action necessary as a result of each item listed in the executive session.

**10. SET FUTURE MEETINGS AND AGENDA**

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

November 19, 2024 – Regular Meeting

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

This is to certify that this Agenda was duly posted on the City’s website at [www.cityoflavon.com](http://www.cityoflavon.com) and at City Hall and on or before 6:00 PM on November 1, 2024.

*/ Rae Norton /*

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Rae Norton, City Secretary

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.



## **PROCLAMATION City of Lavon, Texas**

### **Veterans Day**

**WHEREAS**, over one hundred years ago in November 1919, President Woodrow Wilson declared November 11 as the first commemoration of Armistice Day stating: "To us in America, the reflections of Armistice Day will be filled with solemn pride in the heroism of those who died in the country's service and with gratitude for the victory, both because of the thing from which it has freed us and because of the opportunity it has given America to show her sympathy with peace and justice in the councils of the nations..."; and in 1954, the United States Congress redesignated November 11 as Veterans Day in honor of all veterans who served in the armed forces; and

**WHEREAS**, the men and women of the armed forces continue to inspire us with their courage, leadership and service to our country, their pledge to peace, liberty and security and the sacrifice of those who valiantly paid the ultimate price for our freedom; and

**WHEREAS**, we in the City of Lavon solemnly honor and remember our military community and embrace the charge by President Dwight D. Eisenhower to "... reconsecrate ourselves to the task of promoting an enduring peace so that their efforts shall not have been in vain;" and

**NOW THEREFORE**, be it proclaimed that November 11, 2024, shall be recognized as

### **Veterans Day**

the citizens of the City of Lavon proudly join hands in the common purpose to salute and to pay homage to those men and women who have served in the Armed Forces of the United States of America; and

**BE IT SO PROCLAIMED** this 5<sup>th</sup> day of November 2024.

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Vicki Sanson, Mayor



**MINUTES  
OCTOBER 15, 2024  
LAVON CITY COUNCIL  
CITY HALL, 120 SCHOOL ROAD, LAVON, TEXAS  
REGULAR MEETING**

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ATTENDING: VICKI SANSON, MAYOR  
MIKE SHEPARD, PLACE 1  
MIKE COOK, PLACE 2, MAYOR PRO TEM  
KAY WRIGHT, PLACE 3  
TED DILL, PLACE 4  
LINDSEY HEDGE, PLACE 5

**1. MAYOR SANSON CALLED THE MEETING TO ORDER AT 6:30 P.M. AND ANNOUNCED A QUORUM PRESENT.**

**2. MAYOR SANSON LED THE RECITATION OF THE PLEDGE OF ALLEGIANCE AND MR. SHEPARD DELIVERED THE INVOCATION.**

**3. ITEMS OF INTEREST/COMMUNICATIONS**

- Early Voting begins on October 21, 2024
- Christmas Tree Lighting and Sip & Shop on December 6, 2024
- Breakfast with Santa at the Lavon Fire Department on December 14, 2024

**4. CITIZENS COMMENTS**

There were no comments

**5. PROCLAMATION**

The City Council presented proclamations in support of Domestic Violence Awareness and National Breast Cancer Awareness Months.

**6. CONSENT AGENDA**

- A. Approve the minutes of the September 17, 2024, meeting and October 1, 2024, meeting.**
- B. Approve the acceptance of the public infrastructure for the Trails of Lavon Addition, Phase 3, conditioned upon resolution of sanitary sewer issues as follows: The developer has identified and will repair the issues identified thus far as well as any deficiencies or issues that may be identified prior to completion of the repairs prior to the issuance of 125 building permits. If the issues are not repaired upon the issuance of the 125th permit, no additional building permits will be issued within the phase until such time that the system has passed final inspection. The 2-year warranty period covered by the maintenance bond will start upon final acceptance of the project by the City Council as recommended by the City Engineer. Final acceptance and resulting start of the 2-year maintenance period will be provided via letter to identify the acceptance and warranty period start date.**
- C. Approve the acceptance of the public infrastructure for the Elevon Addition, Section 2, Phase 2E.**
- D. Approve Resolution No. 2024-10-02 abandoning two sanitary sewer easements granted by Bear Creek Properties LP and associated with Highway 205 Tract, Phase 2, Block A, Lot 2.**
- E. Approve the replat of the SB Lavon Addition, Block A, Lot 4 consisting of 3.051 acres to form two lots situated in the William H. Moore Survey, Abstract No. 638, Lavon, Collin County, Texas, (CCAD Property ID 2913475).**

**MOTION: APPROVE THE CONSENT AGENDA.**

MOTION MADE: SHEPARD  
SECONDED: DILL  
APPROVED: UNANIMOUS

**7. ITEMS FOR CONSIDERATION**

- A. Public Hearing, discussion, and action regarding an amendment to Article 9.03 Zoning Ordinance of the City of Lavon Code of Ordinances to amend Ordinance No. 2021-10-04 that established the Trails of Lavon Planned Development to remove the requirement for air conditioning units to be placed behind the front fence line.**

**Presentation of proposed amendment.**

City Manager Kim Dobbs provided information regarding the proposed amendment.

**PUBLIC HEARING to receive comments regarding the proposed amendment.**

Mayor Sanson opened the public hearing at 6:43 p.m. There being no comments, Mayor Sanson closed the public hearing at 6:43 p.m.

**Discussion regarding the proposed amendment and accompanying Ordinance No. 2024-10-01.**

Ms. Dobbs noted that 388 notices were mailed to residents within 200 feet of the Trails of Lavon Subdivision. Ms. Dobbs reported that no notices were returned in favor of or opposition to the proposed zoning amendment and a recommendation for approval was made by the Planning and Zoning Commission.

**MOTION: APPROVE ORDINANCE NO. 2024-10-01 AMENDING ARTICLE 9.03 ZONING ORDINANCE OF THE CITY OF LAVON CODE OF ORDINANCES TO AMEND ORDINANCE NO. 2021-10-04 THAT ESTABLISHED THE TRAILS OF LAVON PLANNED DEVELOPMENT TO REMOVE THE REQUIREMENT FOR AIR CONDITIONING UNITS TO BE PLACED BEHIND THE FRONT FENCE LINE.**

MOTION MADE: WRIGHT  
SECONDED: SHEPARD  
APPROVED: UNANIMOUS

- B. Public Hearing, discussion and action regarding an application for a conditional use permit to construct an on-site temporary concrete batch plant in the Bear Creek, Ph 5 Addition, on approximately 1 acre out of the D. Anglin Survey, Abstract No. 2, Tract 140, at 109 London Dr., northwest of the intersection of London Dr. and Alder Dr., Lavon, Collin County, Texas, (CCAD Property ID 2630457).**

**Presentation of proposed application.**

Ms. Dobbs provided information regarding the application for a conditional use permit and Brian Cottle, Chris Harp Construction was available for questions.

**PUBLIC HEARING to receive comments regarding the proposed amendment.**

Mayor Sanson opened the public hearing at 6:46 p.m. There being no comments, Mayor Sanson closed the public hearing at 6:46 p.m.

**Discussion and action regarding the proposed application and accompanying Ordinance No. 2024-10-02.**

Ms. Dobbs noted that the required notice was provided to the owner of the property located within 200 feet of the proposed site and no notices were returned in favor or opposition of the application.

**MOTION: APPROVE ORDINANCE NO. 2024-10-02 APPROVING AN APPLICATION FOR A CONDITIONAL USE PERMIT TO CONSTRUCT AN ON-SITE TEMPORARY**

**CONCRETE BATCH PLANT IN THE BEAR CREEK, PH 5 ADDITION, ON APPROXIMATELY 1 ACRE OUT OF THE D. ANGLIN SURVEY, ABSTRACT NO. 2, TRACT 140, AT 109 LONDON DR., NORTHWEST OF THE INTERSECTION OF LONDON DR. AND ALDER DR., LAVON, COLLIN COUNTY, TEXAS.**

MOTION MADE: WRIGHT  
SECONDED: COOK  
APPROVED: UNANIMOUS

- C. Public Hearing, discussion and action regarding an ordinance of the City Council of the City of Lavon accepting and approving an Amended and Restated Service and Assessment Plan and Assessment Roll for the Trails of Lavon Public Improvement District to update for IA#3; making a finding of special benefit to the property in the District; levying special assessments against property within the District and establishing a lien on such property; providing for the method of assessment and the payment of the assessments in accordance with Chapter 372, Texas Local Government Code, as amended, providing penalties and interest on delinquent assessments, providing for severability; approving Reimbursement Agreements, and providing an effective date.**

**Presentation of proposed Ordinance.**

Ms. Dobbs provided information regarding the Amended and Restated Service and Assessment Plan and Assessment Roll for the Trails of Lavon PID and noted that the Bond Counsel team was in attendance.

**PUBLIC HEARING to receive comments regarding the proposed Ordinance.**

Mayor Sanson opened the public hearing at 6:50 p.m. There being no comments, Mayor Sanson closed the public hearing at 6:50 p.m.

**Discussion and action regarding the proposed Ordinance No. 2024-10-03**

**MOTION: APPROVE ORDINANCE NO. 2024-10-03 ACCEPTING AND APPROVING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE TRAILS OF LAVON PUBLIC IMPROVEMENT DISTRICT TO UPDATE FOR IA#3; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, PROVIDING FOR SEVERABILITY; APPROVING REIMBURSEMENT AGREEMENTS, AND PROVIDING AN EFFECTIVE DATE.**

MOTION MADE: WRIGHT  
SECONDED: DILL  
APPROVED: UNANIMOUS

- D. Discussion and action regarding an Ordinance authorizing the issuance of the “City Of Lavon, Texas, Special Assessment Revenue Bonds, Series 2024 (Elevon Public Improvement District Improvement Area #1 Project)”; approving and authorizing an Amended and Restated Indenture of Trust, a Bond Purchase Agreement, a Limited Offering Memorandum, a Continuing Disclosure Agreement, and other agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date.**

Ms. Dobbs provided information regarding the Elevon PID. Jason Hughes, Hilltop Securities and Cooper Anderson, McCall, Parkhurst and Horton, provided a Bond Overview.

**MOTION: APPROVE ORDINANCE NO. 2024-10-04 AUTHORIZING THE ISSUANCE OF THE “CITY OF LAVON, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES**

**2024 (ELEVON PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT)”; APPROVING AND AUTHORIZING AN AMENDED AND RESTATED INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, A LIMITED OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT, AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE.**

MOTION MADE: WRIGHT

SECONDED: COOK

APPROVED: UNANIMOUS

- E. Discussion and action regarding Ordinance authorizing the issuance of the “City of Lavon, Texas, Special Assessment Revenue Bonds, Series 2024 (Elevon Public Improvement District Improvement Area #2A-2B Project)”; approving and authorizing an Indenture of Trust, a Bond Purchase Agreement, a Limited Offering Memorandum, a Continuing Disclosure Agreement, a Construction, Funding and Acquisition Agreement, an updated Service and Assessment Plan for such bonds, and other agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date.**

Ms. Dobb provided information regarding the Elevon PID. Jason Hughes, Hilltop Securities and Cooper Anderson, McCall, Parkhurst and Horton, provided a Bond Overview.

**MOTION: APPROVE ORDINANCE NO. 2024-10-05 AUTHORIZING THE ISSUANCE OF THE “CITY OF LAVON, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024 (ELEVON PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2A-2B PROJECT)”; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, A LIMITED OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT, A CONSTRUCTION, FUNDING AND ACQUISITION AGREEMENT, AN UPDATED SERVICE AND ASSESSMENT PLAN FOR SUCH BONDS, AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE.**

MOTION MADE: WRIGHT

SECONDED: HEDGE

APPROVED: UNANIMOUS

- F. Discussion and action regarding the site plan and landscape plan of the Heartland Dental Office project at 833 S. SH 78, SB Lavon Addition, Block A, Lot 4, northwest of the intersection of SH 78 and Grand Heritage Blvd. (CCAD Property ID 2913475).**

Ms. Dobb presented information regarding the site and landscape plan and noted that this item comes forward with a recommendation of the Planning & Zoning committee.

**MOTION: APPROVE THE SITE PLAN AND LANDSCAPE PLAN OF THE HEARTLAND DENTAL OFFICE PROJECT AT 833 S. SH 78, SB LAVON ADDITION, BLOCK A, LOT 4, NORTHWEST OF THE INTERSECTION OF SH 78 AND GRAND HERITAGE BLVD.**

MOTION MADE: COOK

SECONDED: SHEPARD

APPROVED: UNANIMOUS

- G. Discussion and action regarding the site plan of the Bear Creek Special Utility District Pump Station No. 2, Pressure Plan No. 1 Improvements on 1.83 acres out of the W.A.S. Bohannon Survey, Abstract No.121, Sheet 3, Tract 81 with access at 701 Traditions Drive, northwest of the intersection of Traditions Dr. and CR 484, Lavon, Collin County, Texas, (CCAD Property ID 2624071).**

Ms. Dobb provided information regarding the location of the project and John Derry, Kimly Horn, provided project details.

**MOTION: APPROVE THE SITE PLAN OF THE BEAR CREEK SPECIAL UTILITY DISTRICT PUMP STATION NO. 2, PRESSURE PLAN NO. 1 IMPROVEMENTS ON 1.83 ACRES OUT OF THE W.A.S. BOHANNAN SURVEY, ABSTRACT NO.121, SHEET 3, TRACT 81 WITH ACCESS AT 701 TRADITIONS DRIVE, NORTHWEST OF THE INTERSECTION OF TRADITIONS DR. AND CR 484, LAVON, COLLIN COUNTY, TEXAS.**

MOTION MADE: COOK  
SECONDED: SHEPARD  
APPROVED: UNANIMOUS

- H. Discussion and action regarding Resolution 2024-10-03 approving the Certificate of Formation and Bylaws of Texas Coalition For Affordable Power (“TCAP”), a Political Subdivision Corporation; accepting membership in said corporation; approving the Professional Services Agreement; and committing to budget for energy purchases and to honor the City’s Commitments to purchase power for its electrical needs through TCAP and adopting TCAP’S GEXA Energy’s commercial electric service agreement for power to be provided on and after expiration of the City’s current contract.**

Margaret Somereve, TCAP Executive Director, provided a presentation detailing the program and energy purchasing.

**MOTION: APPROVE RESOLUTION 2024-10-03 APPROVING THE CERTIFICATE OF FORMATION AND BYLAWS OF TEXAS COALITION FOR AFFORDABLE POWER (“TCAP”), A POLITICAL SUBDIVISION CORPORATION; ACCEPTING MEMBERSHIP IN SAID CORPORATION; APPROVING THE PROFESSIONAL SERVICES AGREEMENT; AND COMMITTING TO BUDGET FOR ENERGY PURCHASES AND TO HONOR THE CITY’S COMMITMENTS TO PURCHASE POWER FOR ITS ELECTRICAL NEEDS THROUGH TCAP AND ADOPTING TCAP’S GEXA ENERGY’S COMMERCIAL ELECTRIC SERVICE AGREEMENT FOR POWER TO BE PROVIDED ON AND AFTER EXPIRATION OF THE CITY’S CURRENT CONTRACT.**

MOTION MADE: WRIGHT  
SECONDED: HEDGE  
APPROVED: UNANIMOUS

- I. Discussion and action regarding Resolution No. 2024-10-04 accepting a Petition Requesting Annexation by Area Landowners for the voluntary annexation of property in the Drury Anglin Survey, Abstract No. 2, being all of a 59.119 acre tract of land conveyed to Community Independent School District by deed recorded in Instrument Number 2022000087532 of the Official Public Records of Collin County, Texas generally located at 900 Rosewood Drive situated in Collin County within the extraterritorial jurisdiction of and adjacent to the City of Lavon, Texas into the corporate limits of the City of Lavon; approving and authorizing the execution of a Municipal Services Agreement with the landowners for the purpose of offering municipal services; calling for a public hearing; and providing an effective date.**

Ms. Dobbs presented information regarding the petition for voluntary annexation including location exhibits and Municipal Services Agreement. Ms. Dobbs noted that a public hearing on the annexation could be scheduled for November 5, 2024.

**MOTION: APPROVE RESOLUTION NO. 2024-10-04 ACCEPTING A PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS FOR THE VOLUNTARY ANNEXATION OF PROPERTY IN THE DRURY ANGLIN SURVEY, ABSTRACT NO. 2, BEING ALL OF A 59.119 ACRE TRACT OF LAND CONVEYED TO COMMUNITY INDEPENDENT SCHOOL DISTRICT BY DEED RECORDED IN INSTRUMENT NUMBER 2022000087532 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS GENERALLY LOCATED AT 900 ROSEWOOD DRIVE SITUATED IN COLLIN COUNTY WITHIN THE EXTRATERRITORIAL JURISDICTION OF AND ADJACENT TO THE CITY OF LAVON, TEXAS INTO THE CORPORATE LIMITS OF THE CITY OF LAVON; APPROVING AND AUTHORIZING THE EXECUTION OF A MUNICIPAL SERVICES**

**AGREEMENT WITH THE LANDOWNERS FOR THE PURPOSE OF OFFERING MUNICIPAL SERVICES; CALLING FOR A PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.**

MOTION MADE: WRIGHT  
SECONDED: HEDGE  
APPROVED: UNANIMOUS

- J. Discussion and action regarding the proposed waiver of the maximum permitted block length of 1,000 feet requested by LJA Engineering on behalf of Elevon in the proposed Elevon, Section 2, Phase 2F Addition, Block E generally situated south of and adjacent to the Northeast Texas Rural Rail Transportation District (NETEX) right-of-way and north of Elevon Section 2, Phases 2A, 2C and 2E in the City's extraterritorial jurisdiction.**

John Marlin, Ma Partners, presented information regarding the block length request and Mayra Godinez, JBI Partners, was available for questions.

**MOTION: APPROVE A WAIVER OF THE MAXIMUM PERMITTED BLOCK LENGTH OF 1,000 FEET REQUESTED BY LJA ENGINEERING ON BEHALF OF ELEVON IN THE PROPOSED ELEVON, SECTION 2, PHASE 2F ADDITION, BLOCK E GENERALLY SITUATED SOUTH OF AND ADJACENT TO THE NORTHEAST TEXAS RURAL RAIL TRANSPORTATION DISTRICT (NETEX) RIGHT-OF-WAY AND NORTH OF ELEVON SECTION 2, PHASES 2A, 2C AND 2E IN THE CITY'S EXTRATERRITORIAL JURISDICTION.**

MOTION MADE: COOK  
SECONDED: WRIGHT  
APPROVED: UNANIMOUS

- K. Discussion and action regarding Resolution No. 2024-10-05 approving and authorizing the execution of Task Order 15 pursuant to the Professional Services Agreement with Freeman Millican Inc. for engineering and design services related to the Lavon East Wastewater Treatment Plant, CIP-42, in an estimated amount of \$676,600.00 plus costs for geotechnical investigation if needed.**

Ms. Dobbs detailed the authorization and Mark Hill, Freeman Millican, Inc. provided information regarding the timeline.

**MOTION: APPROVE RESOLUTION NO. 2024-10-05 APPROVING AND AUTHORIZING THE EXECUTION OF TASK ORDER 15 PURSUANT TO THE PROFESSIONAL SERVICES AGREEMENT WITH FREEMAN MILLICAN INC FOR ENGINEERING AND DESIGN SERVICES RELATED TO THE LAVON EAST WASTEWATER TREATMENT PLANT, CIP-42, IN AN ESTIMATED AMOUNT OF \$676,600.00 PLUS COSTS FOR GEOTECHNICAL INVESTIGATION IF NEEDED.**

MOTION MADE: WRIGHT  
SECONDED: SHEPARD  
APPROVED: UNANIMOUS

- L. Discussion and action regarding Resolution No. 2024-10-06 awarding Lake Road Paving Reconstruction, Phase 2 (CIP Project-36) to Pavecon Public Works LP in an amount not to exceed \$751,675.00 with 120 days completion.**

Mark Hill, Freeman Millican, Inc. provided information regarding timeline and bids.

**MOTION: APPROVE RESOLUTION NO. 2024-10-06 AWARDING LAKE ROAD PAVING RECONSTRUCTION, PHASE 2 (CIP PROJECT-36) TO PAVECON PUBLIC WORKS LP IN AN AMOUNT NOT TO EXCEED \$751,675.00 WITH 120 DAYS COMPLETION.**

MOTION MADE: WRIGHT  
SECONDED: SHEPARD  
APPROVED: UNANIMOUS

## EXECUTIVE SESSION

At 7:47 p.m. in accordance with Texas Government Code, Chapter 551, Subchapter D, the Mayor recessed into Executive Session (closed meeting) pursuant to: Section 551.072 072 to deliberate the purchase, exchange, lease, or value of real property in the vicinity of Main Street (Bus 78) and Geren Drive; and Section 511.087 (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

## RECONVENE FROM EXECUTIVE SESSION

In accordance with Texas Government Code, Section 551.001, et seq., Mayor Sanson closed the executive session at 8:50 p.m. stating no action was taken in executive session and reconvened into the regular meeting.

- M. Discussion and action regarding the first of two readings of a Resolution authorizing the Lavon Economic Development to expend funds for one or more projects to assist in the promotion of new and expanded community development in Lavon in the vicinity of Main Street (Bus 78) and Geren Drive, not to exceed \$1,400,000.00 for the cost of the projects and providing an effective date.

No action was taken

- N. Discussion and action regarding Ordinance No. 2024-10-06 to amend the fee schedule adopted by Ordinance No. 2024-09-04 for the Fiscal Year October 1, 2024, through September 30, 2025, to add a commercial sewer rate exception for special circumstances.

Ms. Dobbs provided information regarding certain commercial sewer customers' special circumstances.

**MOTION: APPROVE ORDINANCE NO. 2024-10-06 TO AMEND THE FEE SCHEDULE ADOPTED BY ORDINANCE NO. 2024-09-04 FOR THE FISCAL YEAR OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2025, TO ADD A COMMERCIAL SEWER RATE EXCEPTION FOR SPECIAL CIRCUMSTANCES.**

MOTION MADE: COOK  
SECONDED: HEDGE  
APPROVED: UNANIMOUS

- O. Discussion and action regarding the Police Step Pay Plan.

Ms. Dobbs provided information regarding the current Step Pay Plan and an explanation of the request. Police Chief Jones detailed the current hiring process and need for competitive compensation.

**MOTION: APPROVE AND UPDATE THE POLICE STEP PAY PLAN.**

MOTION MADE: SHEPARD  
SECONDED: DILL  
APPROVED: UNANIMOUS

## 8. DEPARTMENT REPORTS

- A. **Police Services** – Chief Mike Jones provided information regarding reports, programs, and referenced information provided in the meeting packet.
- B. **Fire Services** – Ms. Dobbs referenced the reports in the meeting packet and answered questions.
- C. **Public Works** – Director of Public Works David Carter provided general information regarding the public works operations.

**D. Administration** – Ms. Dobbs referenced reports in the meeting packet including building permits; CWD service; Collin County tax collection; sales tax; finance report; TxDOT projects report; and administration and staff report.

**11. SET FUTURE MEETINGS AND AGENDA**

November 5, 2024 –at 6:30 pm Regular meeting.

**12. MAYOR SANSON ADJOURNED THE CITY COUNCIL MEETING AT 9:31 P.M.**

**DULY PASSED and APPROVED by the City Council of Lavon, Texas, on this 5<sup>th</sup> day of November 2024.**

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

**ATTEST:**

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



# CITY OF LAVON

## Agenda Brief

MEETING: November 5, 2024

ITEM: 6 - B

---

**Item:**

CONSENT AGENDA

Approve Ordinance No. **2024-11-01** approving the 2024 Tax Roll Summary for the City of Lavon as presented by the Collin County Tax Assessor Collector's Office.

**Background:**

The Collin County Tax Assessor Collector has submitted for the City Council's consideration the 2024 Tax Roll Summary. The approval process is a formality prescribed in the Texas Property Tax Code.

**Excerpt:**

**TEXAS TAX CODE  
TITLE 1. PROPERTY TAX CODE  
SUBTITLE D. APPRAISAL AND ASSESSMENT  
CHAPTER 26. ASSESSMENT  
Sec. 26.09. CALCULATION OF TAX**

Sec. 26.09. CALCULATION OF TAX. (a) On receipt of notice of the tax rate for the current tax year, the assessor for a taxing unit other than a county shall calculate the tax imposed on each property included on the appraisal roll for the unit.

(b) The county assessor-collector shall add the properties and their values certified to him as provided by Chapter 24 of this code to the appraisal roll for county tax purposes. The county assessor-collector shall use the appraisal roll certified to him as provided by Section 26.01 with the added properties and values to calculate county taxes.

(c) The tax is calculated by:

(1) subtracting from the appraised value of a property as shown on the appraisal roll for the unit the amount of any partial exemption allowed the property owner that applies to appraised value to determine net appraised value;

(2) multiplying the net appraised value by the assessment ratio to determine assessed value;

(3) subtracting from the assessed value the amount of any partial exemption allowed the property owner to determine taxable value; and

(4) multiplying the taxable value by the tax rate.

(d) If a property is subject to taxation for a prior year in which it escaped taxation, the assessor shall calculate the tax for each year separately. In calculating the tax, the assessor shall use

the assessment ratio and tax rate in effect in the unit for the year for which back taxes are being imposed. Except as provided by Subsection (d-1), the amount of back taxes due incurs interest calculated at the rate provided by Section 33.01(c) from the date the tax would have become delinquent had the tax been imposed in the proper tax year...

(e) The assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit's tax roll.

Over the last five years, the total market value and the total taxable value have more than tripled, respectively.

The table below provides a comparison of the Tax Roll Summaries from 2018 through 2024.

TAX ROLL	Population NCTCOG	Total Market Value	Total Taxable Value	Total Levy Lost to Frozen
2018	3,510	\$375,498,243	\$323,632,678	\$42,096
2019	3,860	\$423,628,287	\$376,595,800	\$65,508
2020	4,210	\$461,436,703	\$408,391,509	\$75,922
2021	4,400	\$541,502,170	\$483,872,538	\$89,989
2022	5,710	\$801,764,071	\$691,544,010	\$79,816
2023	7,198	\$1,125,951,004	\$971,709,350	\$111,582
2024	8,154	\$1,295,129,060	\$1,171,740,047	\$131,426

**Staff Notes:**

Approval is recommended.

- Attachments:**
1. Proposed Ordinance and Tax Roll Summary
  2. Correspondence from the Collin County Tax Assessor Collector



**KENNETH L. MAUN**  
**TAX ASSESSOR COLLECTOR**  
**COLLIN COUNTY**  
**2300 Bloomdale Road, Suite 2366**  
**P.O. Box 8006**  
**McKinney, TX 75070-8006**  
**(972) 547-5020**  
**Fax: (214) 491-4808**  
**Email: kmaun@collincountytexas.gov**

October 08, 2024

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

Dear Mayor Sanson,

Attached is the 2024 Tax Roll Summary for City of Lavon.

Submission of the 2024 Tax Roll to your governing body for approval, in accordance with *Texas Property Tax Code*, Section 26.09, will constitute the 2024 Tax Roll for City of Lavon.

Please provide my office a copy of your ordinance approving the Tax Roll at your earliest convenience. While this is a formality in the Texas Property Tax Code, we do want to fulfill the requirements of the law and do appreciate your cooperation.

If you have any questions, please contact me.

Sincerely,

Kenneth L. Maun  
Tax Assessor Collector

KLM:jd

Enclosure

cc: Kim Dobbs

**CITY OF LAVON, TEXAS**  
**ORDINANCE NO. 2024-11-01**

2024 Tax Roll Adoption

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING THE 2024 TAX ROLL SUMMARY FOR THE CITY OF LAVON, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lavon (hereinafter referred to as “City”) is a Home Rule municipality organized under the Constitution and laws of the State of Texas; and

**WHEREAS**, in accordance with the Texas Tax Code, it is necessary for the 2024 Tax Roll Summary, which constitutes the 2024 Tax Roll for the City of Lavon, to be approved by the City Council; and

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

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

**SECTION 1.** The City Council of the City of Lavon hereby accepts and approves the 2024 Tax Roll Summary as submitted by the Collin County Tax Assessor Collector which constitutes the 2024 Tax Roll for the City of Lavon, which is attached hereto and labeled “Exhibit A”; and

**SECTION 2.** 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; and

**SECTION 3.** 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 on this 5<sup>th</sup> day of November 2024.

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

ATTEST:

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

**CITY OF LAVON, TEXAS**  
**ORDINANCE NO. 2024-11-01**

**EXHIBIT A**

2024 Tax Roll Summary for City of Lavon

2024 TAX ROLL SUMMARY

18 - LAVON CITY

	Amount	Count
NUMBER OF ACCOUNTS		4,614
MARKET VALUES		
ROLLCODE: PERSONAL		
Personal	\$12,742,577	
ROLLCODE: REAL		
Agriculture	\$23,774,146	
Improvement	\$790,332,445	
Improvement Non-Home Site	\$49,669,303	
Land	\$350,795,357	
Land Ag Land	\$71,627	
Land Non-Home Site	\$67,743,605	
<b>TOTAL MARKET VALUE</b>	<b>\$1,295,129,060</b>	
DEFERRALS		
Ag	\$23,774,146	28
<b>TOTAL DEFERRALS</b>	<b>\$23,774,146</b>	
EXEMPTIONS		
23.231 Circuit Breaker Limitation	\$4,898,294	224
Autos , XO , PPV , XO , PPV	\$2,983,225	18
Cap Adjustment , XT , XT	\$20,369,603	752
Disabled	\$490,000	30
Disabled Veteran	\$23,368,345	127
Homestead	\$8,422,484	1,677
Miscellaneous , XV , XV	\$32,516,405	92
Nominal Value	\$35,080	38
Over 65	\$6,503,200	339
Solar/Wind	\$28,231	4
<b>TOTAL EXEMPTIONS</b>	<b>\$99,614,867</b>	
<b>GRAND TOTAL FOR DEFERRALS AND EXEMPTIONS</b>	<b>\$123,389,013</b>	
<b>TOTAL MARKET VALUE</b>	<b>\$1,295,129,060</b>	
<b>TAXABLE VALUE</b>	<b>\$1,171,740,047</b>	
<b>TAX RATE</b>	<b>0.42</b>	
ROLLCODE: PERSONAL		
Levy	\$40,723.38	157
ROLLCODE: REAL		
Levy	\$4,749,159.15	4,457
<b>TOTAL LEVY</b>	<b>\$4,789,882.53</b>	
<b>LEVY LOST DUE TO FROZEN</b>	<b>\$131,426.03</b>	
<b>OTHER LOST LEVY</b>	<b>\$0.00</b>	
<b>TOTAL LOST LEVY</b>	<b>\$131,426.03</b>	

## 2024 TAX ROLL SUMMARY

18 - LAVON CITY

**Calculation Analysis**

	<b>Calc Levy</b>	<b>- Tax Amount</b>	<b>=</b>	<b>Diff.</b>	<b>Market Value</b>	<b>Exemption</b>	<b>Taxable Value</b>
<b>Frozen</b>	471,725.11	340,299.08		131,426.03	132,172,087	19,856,611	112,315,476
<b>DV100 (Excl. Frozen)</b>	1,209.72	1,209.72		0.00	19,452,132	18,951,896	500,236
<b>Prorated (Excl. Frozen)</b>	0.00	0.00		0.00	0	0	0
<b>Other</b>	4,459,169.36	4,459,169.36		0.00	1,146,122,510	84,627,789	1,061,494,721
<b>Total</b>	4,932,104.19	4,800,678.16		131,426.03	1,297,746,729	123,436,296	1,174,310,433
<b>DV100 (Incl. Frozen)</b>	0.00	0.00		0.00	3,678,826	3,470,068	208,758
<b>Prorated (Incl. Frozen)</b>	0.00	0.00		0.00	0	0	0



# CITY OF LAVON

## Agenda Brief

MEETING: November 5, 2024

ITEM: 6 - C

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**Item:**

CONSENT AGENDA

Approve Resolution No. 2024-11-01 declaring that the City Council has completed an annual review of the Investment Policy of the City; adopting changes to the Investment Policy; providing a repealing clause; providing a severability clause; and providing for an effective date.

**Background:**

A requirement of Chapter 2256 of the Texas Government Code, commonly known as the Public Funds Investment Act (PFIA), and the City's Investment Policy is that the Investment Policy be presented annually to the governing body for review and adoption in a formal action. The City last reviewed and adopted the Investment Policy in September 2023. The policy has been reviewed for accuracy and relevance. No changes are proposed.

***Code Excerpt***

**TEXAS GOVERNMENT CODE**

**Sec. 2256.005. INVESTMENT POLICIES; INVESTMENT STRATEGIES;  
INVESTMENT OFFICER.**

(e) The governing body of an investing entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

The Investment Policy sets out that the administration of the City's funds and the investment of those funds shall be handled as its highest public trust. The Investment Policy maintains the City's investment priorities, listed in order of priority:

1. Safety
2. Liquidity
3. Diversification
4. Yield

***Staff Notes:***

Approval is recommended.

**Attachments:** Proposed Resolution and Investment Policy

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2024-11-01**

Investment Policy – Annual Review

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS DECLARING THAT THE CITY COUNCIL HAS COMPLETED AN ANNUAL REVIEW OF THE INVESTMENT POLICY OF THE CITY; ADOPTING CHANGES TO THE INVESTMENT POLICY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with the Public Funds Investment Act, Chapter 2256, Texas Government Code, the City Council has adopted an Investment Policy; and

**WHEREAS**, Section 2256.005, Tex. Gov't Code requires the City Council to review the investment policies and investment strategies not less than annually and to adopt a resolution or order stating the review has been completed and recording any changes made to either the investment policies or investment strategies.

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

**SECTION 1.** That the City Council of the City of Lavon has completed an annual review of the investment policies and investment strategies of the City.

**SECTION 2.** That the City of Lavon Investment Policy attached hereto as Exhibit “A” and incorporated herein is hereby approved and adopted, as amended, to govern the investment of City funds.

**SECTION 3.** That all previous versions of the Investment Policy of the City of Lavon are hereby repealed.

**SECTION 4.** That the List of Financial Institutions and Broker/Dealers attached hereto as Exhibit “B” is hereby approved.

**SECTION 5.** That the City Manager and Accounting Administrator shall be designated as the Investment Officers and are authorized to engage in investment transactions, deposit, withdraw, wire funds for investments, transfer, and manage funds on behalf of the City.

**SECTION 6.** That should any word, sentence, paragraph, subdivision, clause, phrase, or section of this Resolution or the Investment Policy adopted hereby be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution and investment Policy which shall remain in full force and effect.

**SECTION 7.** That this Resolution shall become effective immediately from and after its passage.

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas on the 5<sup>th</sup> day of November 2024.

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Vicki Sanson  
Mayor

ATTEST:

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Rae Norton  
City Secretary

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2024-11-01**

**EXHIBIT A**  
**INVESTMENT POLICY**



# **CITY OF LAVON, TEXAS**

## **INVESTMENT POLICY**

**Reviewed and Approved:  
November 5, 2024**

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Broker/Dealer Certification Form

List of Independent Training Sources

## **CITY OF LAVON, TX INVESTMENT POLICY**

### **1. Policy Statement**

This investment policy (Policy) is created to set forth specific investment policy and strategy guidelines for the City of Lavon, Texas (City) in order to achieve the primary goals of safety and liquidity, and the secondary goals of diversification and yield.

It is the intent of the City to be in compliance with local and state law. The Public Funds Investment Act (PFIA), Chapter 2256, Texas Government Code, specifies the investment parameters for the investment of public funds in Texas. The Public Funds Collateral Act (PFCA), Chapter 2257, Texas Government Code, specifies collateral requirements for deposits of all public funds. The Interlocal Cooperation Act, Chapter 791, Texas Government Code, authorizes local governments in Texas to participate in a Texas investment pool established thereunder.

### **2. Scope [PFIA 2256.005(d)]**

This Policy governs the investment of all financial assets of the City. This includes the available financial assets of all funds, with the exception of any funds required by law or existing contract to be kept segregated and managed separately.

### **3. General Objectives and Strategies [PFIA 2256.005(b)(2-4), 2256.005(c), 2256.021]**

All funds shall be managed and invested with four primary objectives, listed in order of their priority: safety, liquidity, diversification and yield. These objectives encompass the following:

- a. **Safety** - Safety of principal is the foremost objective of the investment program. Investments shall be made in a manner that seeks to ensure the preservation of capital in the overall portfolio.
- b. **Liquidity** - The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated. Because all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in shares of money market funds or local government investment pools that offer same-day liquidity, or held in a fully-collateralized savings account.
- c. **Diversification** - The City's portfolio will include diversification by maturity and by investment type.
- d. **Yield** - The City's investment portfolio shall be designed with the objective of attaining a reasonable market yield throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

All investments will be reviewed for the suitability of the investment to the financial requirements of the entity, and for the marketability of the investment if the need arises to liquidate the investment before maturity.

Investments purchased prior to this Policy's revision that do not meet the revised requirements of this Policy are not required to be liquidated. The Investment Officers shall monitor each investment's status to determine whether it is in the best interest of the City to hold or liquidate the investment.

The City will practice competitive bidding orally, by telephone, electronically, or in any combination of these methods when purchasing an investment to help strengthen the investment process. All investments, other than the placement of funds in Investment Pools or Certificates of Deposit, will be competitively bid and placed with providers offering the best value to the City. The City reserves the right to reject the most financially favorable bid if it is potentially disruptive to its investment strategy.

#### **4. Standard of Care: The Prudent Person Standard [PFIA 2256.006]**

The standard of prudence to be used by investment officials shall be the Prudent Person Standard and shall be applied in the context of managing an overall portfolio. This standard states that, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

Limitation of Personal Liability - Investment Officers acting in accordance with the Investment Policy and exercising due diligence, shall be relieved of personal liability in the management of the portfolio, provided that deviations from expectations for a specific security's credit risk or market price change are reported in a timely manner and that appropriate action is taken to control adverse developments.

#### **5. Investment Officers [PFIA 2256.005(f)]**

The City Manager and the Accounting Administrator are authorized to administer the investment activities of the City and, as such, are designated as Investment Officers for the purposes of this policy.

The City Council may designate additional qualified employees as Investment Officers to be responsible for the administration of the City's investment activities. The designation of additional Investment Officers shall be by resolution.

Authority as Investment Officer is effective until rescinded by the City or termination of employment.

#### **6. Standard of Ethics [PFIA 2256.005(i)]**

Designated Investment Officers shall act as custodians of the public trust and avoid any transaction that might involve a conflict of interest, the appearance of a conflict of interest, or any activity that might otherwise discourage public confidence. Investment Officers shall refrain from personal business activity that could conflict with proper execution of the investment program or that could impair their ability to make impartial investment decisions.

All Investment Officers shall file with the City Council and with the Texas Ethics Commission a statement disclosing any personal business relationship with an entity seeking to sell investments to the City or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to the City.

#### **7. Investment Training [PFIA 2256.008(e)]**

At the City's expense, the Investment Officers shall receive periodic training in investments in order to ensure the quality and capability of investment management in compliance with the PFIA.

In accordance with the PFIA, the investment officer shall:

- a. not later than the first anniversary of the date the officer takes office or assumes the officer's duties, attend a training session of at least 10 hours of instruction relating to investment responsibilities in accordance with the PFIA; and
- b. attend at least 10 hours of additional investment training within each 2-year period after the first year.

The investment training session shall be provided by an independent source approved by the City. For purposes of this policy, an independent source from which investment training shall be obtained shall include a professional organization, an institution of higher education or any other sponsor, other than a business organization with whom the City may engage in an investment transaction.

## **8. Authorized Financial Dealers and Institutions [PFIA 2256.025, 2256.005 (k-1)]**

The City will maintain a list of financial institutions and/or broker/dealers which are authorized to provide investment services. This list will be reviewed at least annually and updated as needed by the Investment Officers, acting as the City's Investment Committee. Time and demand deposits shall be made in qualified public depositories under a written agreement with the City.

All financial institutions, broker/dealers and pools who desire to provide investment services will be required to receive the Investment Policy and to supply the City with the appropriate credentials, as determined by the Investment Officer, to qualify as an approved service provider. The firm will be required to return a signed copy of the Certification Form certifying that the Policy has been received.

## **9. Safekeeping and Custody [PFIA 2256.005]**

The City shall contract with a bank or banks for the safekeeping of securities owned by the City as a part of its investment portfolio. The designated Safekeeping Agent will be responsible for the processing of individual security trades, safekeeping of securities owned by the City, and monthly reporting. A safekeeping receipt shall evidence all securities held by the Safekeeping Agent on behalf of the City.

The purchase of individual securities shall be executed on a delivery-versus-payment (DVP) basis through the City's Safekeeping Agent. The DVP method prevents the City's funds from being released until the City has received, through the Safekeeping Agent, the securities purchased. DVP is not required on investments placed with local government investment pools.

## **10. Investments – Authorized and Acceptable [PFIA 2256.009, 2256.010, 2256.014, 2256.016]**

- a. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks, and excluding mortgage-backed securities.
- b. Direct obligations of the State of Texas, or its agencies and instrumentalities.
- c. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States.
- d. Obligations of state, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
- e. Bonds issued, assumed, or guaranteed by the State of Israel.
- f. Interest-bearing banking deposits that are guaranteed or insured by the FDIC or the National Credit Union Share Insurance Fund or their successors.
- g. Interest-bearing banking deposits that are invested through a broker or with a depository institution, either of which have their main or branch office in the State of Texas. The broker or depository institution must be on the list of qualified brokers that is adopted annually by the City Council. The broker or depository institution must invest so that the full amount of the principal and accrued interest of the banking deposits are insured by the United States or its instrumentalities. The banking deposits must be held in a custodial account by a depository institution selected from the City-adopted list, or by a custodian meeting the requirements of the PFCA, or by a clearing broker dealer registered with the Securities and Exchange Commission (SEC) and operating under SEC Rule 15c3-3.
- h. Certificates of Deposit which are fully FDIC insured or collateralized from a depository institution doing business in the State of Texas and under the terms of a written depository agreement with that bank, not to exceed five (5) years to stated maturity.

In addition, separate CDs issued by depositories wherever located, bundled together into a single investment with the full amount of principal and interest of each CD federally insured, may be

purchased through a selected depository institution with its main office or branch office in Texas. This depository shall act as the custodian for the various certificates on behalf of the City.

- i. No-load Money Market Mutual Funds that are registered with and regulated by the SEC, comply with SEC Rule 2a-7, and are rated AAA or its equivalent by at least one nationally recognized rating service.  
The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.
- j. Texas Local Government Investment Pools defined to meet the requirements of the PFIA. An investment pool that is created to function as a money market mutual fund must mark its portfolio to market daily, and to the extent reasonably possible, stabilize at a constant \$1 net asset value, when rounded to two decimal places. A Public Funds Investment Pool must be continuously rated no lower than AAA or AAAM or an equivalent rating by at least one nationally recognized rating service.

### **13. Collateralization [PFCA 2257.023; PFIA 2256.009]**

Consistent with the requirements of state law, the City requires all bank and savings bank deposits to be federally insured or collateralized with eligible securities. Financial institutions serving as City depositories will be required to execute a Depository Agreement with the City. The safekeeping portion of the Agreement shall define the City's rights to the collateral in case of default, bankruptcy or closing. The City must approve all securities pledged.

- a. **Collateral Levels.** In order to anticipate market changes and provide a level of security for all City funds, the collateralization level in all City Depositories will be no less than 102 percent of the total of all City funds held in each Depository each day. The securities constituting the pledge shall be valued at the lower of par or market value.
- b. **Safekeeping.** Securities pledged as collateral should always be held in safekeeping by an independent third party with whom the City has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be provided to the City for all securities pledged.
- c. **Reporting.** The City's Depositories shall provide a report of securities pledged at the end of each month or at any reasonable time requested by the City. The report should reflect information adequate for the City to monitor pledging levels.
- d. **Substitutions and Reductions.** Any substitutions of collateral securities or reductions in the total par value of the pledged portfolio may only be made with prior written authorization of the City. In the case of a reduction, the Depository must provide a written document stating in effect that collateral will be available in the future when needed to meet normal City depository balances throughout the contract period.
- e. **Securities.** The City may accept the following securities as collateral for bank deposits;
  - 1) Obligations, including letters of credit, of the United States or its agencies and instrumentalities, excluding mortgage-backed securities.
  - 2) Direct obligations of states, counties, cities, school, and other political subdivisions, with a remaining maturity of twenty (20) years or less. Bonds must be, and must remain, investment quality: that is, with a rating of at least "A" or its equivalent.

### **14. Diversification [PFIA 2256.005]**

Diversification of investment instruments shall be utilized to avoid incurring unreasonable risks resulting from over-concentration of investments in a specific maturity, a specific issue, or a specific class of securities. Diversification of the portfolio considers diversification by maturity dates and diversification by investment instrument.

- a. Diversification by Maturities:
  - 1) Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than three (3) years from the date of purchase.

- 2) Maturity scheduling shall be managed by the Investment Officer so that maturities of investments shall be timed to coincide with projected cash flow needs.
  - 3) Investment maturities for debt service interest and sinking funds and/or other types of reserve funds, whose use is never anticipated, may not exceed three (3) years.
  - 4) The entire City portfolio, including funds at the City's depository bank, shall comprise one pooled fund group, and the maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio is two hundred seventy (270) days.
- b. Diversification by Investment instrument:

	<u>Percentage of Portfolio (Maximum)</u>
Individual Financial Institution, fully collateralized	100%
U.S. Treasury Obligations	90%
U.S. Government Agency Securities and Instrumentalities of Government-Sponsored Corporations	80%
Local Government Investment Pools, as authorized by PFIA	75%
Certificates of Deposit, fully collateralized	50%
No-Load Money Market Mutual Funds, SEC-regulated	10%

**15. Performance [PFIA 2256.005(b)(3)]**

The City's investment portfolio shall be designed to obtain a market rate of return on investments consistent with risk constraints and expected cash flow of the City. The benchmark for performance that is appropriate for the City's cash flow cycle will be TexSTAR (a local government investment pool).

**16. Reporting [PFIA 2256.023]**

The City Manager, as an Investment Officer, shall provide to the City Council quarterly investment reports which provide a clear picture of the status of the current investment portfolio and conform to the requirements of the PFIA.

The report will be prepared jointly by all involved in the investment activity and be signed by all Investment Officers.

Prices used for the calculation of market values shall be obtained from an independent source.

**17. Strategy Review [PFIA 2256.023(d)]**

The City's independent auditors shall review the City's investment activities annually as part of the annual audit process. The review shall ascertain compliance of the City's investment activities with the Investment Policy and Investment Strategies. Any irregularities shall be reported to the City Council as prescribed by the audit engagement agreement.

**18. Internal Control [PFIA 2256.005(m)]**

The City Manager shall establish a system of written internal controls, which shall be reviewed annually by independent auditors. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The internal controls are to be reviewed annually in conjunction with an external independent audit.

**19. Investment Policy Adoption and Amendment [PFIA 2256.005(e)]**

The City's Investment Policy shall be adopted by resolution annually by the City Council. The City's investment policy shall be subject to revisions consistent with changing laws, regulations, and needs of the City.

# **BROKER/DEALER CERTIFICATION FORM**

As required by Texas Government Code 2256.005(k)

City of Lavon, Texas \_\_\_\_\_ (the City)

\_\_\_\_\_ (the Firm)

I, as a registered principal or authorized representative for the Firm hereby certify that I and the broker covering this account have received the Investment Policy of the City.

We acknowledge that the Firm does not boycott Israel, and will not boycott Israel while actively investing on behalf of the City of Lavon, Texas. [Texas Government Code, Title 10, Subtitle F, Chapter 2270]

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

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

# Independent Training Sources

American Institute of Certified Public Accountants (AICPA)  
North Central Texas Council of Governments (NCTCOG)  
Government Finance Officers' Association (GFOA)  
Government Finance Officers' Association of Texas (GFOAT)  
Government Treasurers' Organization of Texas (GTOT)  
Texas Municipal League (TML)  
University of North Texas Center for Public Management  
Virtual Education Systems, Inc. ([www.virtuallearningconcepts.com](http://www.virtuallearningconcepts.com))

**CITY OF LAVON, TEXAS  
RESOLUTION NO. 2024-11-01**

**EXHIBIT B**

**BROKER/DEALERS AND FINANCIAL INSTITUTIONS**

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2024-11-01**

**EXHIBIT B**

**QUALIFIED BROKER/DEALERS AND FINANCIAL INSTITUTIONS**

**TEXSTAR**

TEXSTAR Participant Services  
Hilltop Securities  
J.P. Morgan Asset Management, Inc.  
717 N. Harwood, Suite 3400  
Dallas, Texas 75201  
Phone 800-839-7827  
[www.texasstar.org](http://www.texasstar.org)

**LOGIC**

LOGIC Participant Services  
Hilltop Securities  
J.P. Morgan Asset Management, Inc.  
717 N. Harwood, Suite 3400  
Dallas, Texas 75201  
Phone 800-895-6442  
[www.logic.org](http://www.logic.org)

**Independent Financial**

1009 North State Highway 78  
Lavon, TX 75166  
972-853-5808  
[www.independent-bank.com](http://www.independent-bank.com)

**Wilmington Trust**

Wilmington Trust, N.A.  
15950 N. Dallas Parkway, Suite 200  
Dallas, TX 75248  
(972) 383-3154  
[www.wilmingtontrust.com](http://www.wilmingtontrust.com)



# CITY OF LAVON

## Agenda Brief

MEETING: November 5, 2024

ITEM: 6 - D

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**Item:**

CONSENT AGENDA

Receive Quarterly Investment Report.

**Background:**

The Public Funds Investment Act (PFIA) requires that regular investment reports be provided to the City Council.

**City of Lavon Investment Policy:**

**16. Reporting [PFIA 2256.023]**

The City Manager, as an Investment Officer, shall provide to the City Council quarterly investment reports which provide a clear picture of the status of the current investment portfolio and conform to the requirements of the PFIA.

The report will be prepared jointly by all involved in the investment activity and be signed by all Investment Officers.

Prices used for the calculation of market values shall be obtained from an independent source.

Approval of the consent agenda item provides acknowledgement of receipt of the report and is the only action necessary.

***Staff Notes:***

Approval is recommended.

**Attachment:** Investment Report for Quarter ending September 30, 2024  
Investment Pool newsletters

**City of Lavon, TX  
Quarterly Investment Report  
July - September 2024**

	Market Value 6/30/2024	Changes	Market Value 9/30/2024
Consolidated Funds	45,617,866.83	876,117.58	46,493,984.41
Total Investments	45,617,866.83	876,117.58	46,493,984.41
Weighted Average Maturity in days			1.0
Fully Accrued Interest for the quarter			0.00
Interest Earned and Received for the quarter			345,868.43
Average Yield to Maturity for quarter			4.102%
Average Yield to Maturity for quarter for TexStar			5.246%
Average Yield to Maturity for 4-week Treasury Bill for quarter			5.134%
Average Yield to Maturity for 26-week Treasury Bill for quarter			4.734%

This quarterly report is in full compliance with the investment policy and strategy as established for the City of Lavon TX and the Public Funds Investment Act (Chapter 2256, Government Code).

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Kim Dobbs, City Manager

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Diane Cuellar, Accounting Administrator

**City of Lavon, TX**  
**Investment Transactions**  
**Quarter Ending September 30, 2024**

Bank	Security Type*	Maturity Date	Name of Account	Book Value 6/30/24	Deposits & Withdrawals	Interest Received	Interest Accrued	Book Value 9/30/24	Market Value 9/30/24
<b>Consolidated Funds</b>									
Independent	NOW	n/a	General Fund	668,003.64	3,299.14	3,499.74	0.00	674,802.52	674,802.52
Independent	NOW	n/a	Savings	8,375,819.84	49,967.44	34,726.98	0.00	8,460,514.26	8,460,514.26
Independent	NOW	n/a	Dedicated	3,513,504.35	-933,501.94	11,615.89	0.00	2,591,618.30	2,591,618.30
Independent	NOW	n/a	Utility Fund	4,008,323.37	539,661.37	0.00	0.00	4,547,984.74	4,547,984.74
Independent	NOW	n/a	Sewer Tap	8,681,414.35	2,338,412.60	38,873.42	0.00	11,058,700.37	11,058,700.37
Independent	NOW	n/a	Interest & Sinking	690,699.82	-257,503.44	2,765.56	0.00	435,961.94	435,961.94
Independent	NOW	n/a	Lakepointe PID 2	66,653.13	2,372.08	277.64	0.00	69,302.85	69,302.85
Independent	NOW	n/a	Trails of Lavon	1,128,611.82	-17,531.65	15,446.57	0.00	1,126,526.74	1,126,526.74
Independent	NOW	n/a	Lavon Volunteer Fire De	5,101.27	-309.06	0.00	0.00	4,792.21	4,792.21
LOGIC	LGIP	n/a	ARPA-CLFRF	934,385.63	-697,564.83	8,054.56	0.00	244,875.36	244,875.36
LOGIC	LGIP	n/a	TIRZ #2	28,837.55	-750.00	389.08	0.00	28,476.63	28,476.63
LOGIC	LGIP	n/a	Series 2023 Constructic	16,113,144.22	-550,800.00	217,271.28	0.00	15,779,615.50	15,779,615.50
TexSTAR	LGIP	n/a	Series 2020 Constructic	849,987.98	67,330.51	5,674.99	0.00	922,993.48	922,993.48
TexSTAR	LGIP	n/a	Heritage PID Zone 1	91,028.18	2,382.35	1,233.22	0.00	94,643.75	94,643.75
TexSTAR	LGIP	n/a	Heritage PID Zone 2	364,804.81	-1,787.80	4,831.35	0.00	367,848.36	367,848.36
TexSTAR	LGIP	n/a	Heritage PID Zone 3	7,235.36	-730.91	87.53	0.00	6,591.98	6,591.98
TexSTAR	LGIP	n/a	Heritage PID Zone 4	90,311.51	-12,696.71	1,120.62	0.00	78,735.42	78,735.42
<b>Total Investments</b>				<b>45,617,866.83</b>	<b>530,249.15</b>	<b>345,868.43</b>	<b>0.00</b>	<b>46,493,984.41</b>	<b>46,493,984.41</b>

**City of Lavon, TX**  
**Investment Maturities**  
**Quarter Ending September 30, 2024**

<b>Bank</b>	<b>Security Type*</b>	<b>Maturity Date</b>	<b>Name of Account</b>	<b>Book Value 9/30/24</b>	<b>Days to Maturity</b>	<b>WAM</b>
<b>Consolidated Funds</b>						
Independent	NOW	n/a	General Fund	674,802.52	1	0.01
Independent	NOW	n/a	Savings	8,460,514.26	1	0.18
Independent	NOW	n/a	Dedicated	2,591,618.30	1	0.06
Independent	NOW	n/a	Utility Fund	4,547,984.74	1	0.10
Independent	NOW	n/a	Sewer Tap	11,058,700.37	1	0.24
Independent	NOW	n/a	Interest & Sinking	435,961.94	1	0.01
Independent	NOW	n/a	Lakepointe PID 2	69,302.85	1	0.00
Independent	NOW	n/a	Trails of Lavon	1,126,526.74	1	0.02
Independent	NOW	n/a	Lavon Volunteer Fire Dept	4,792.21	1	0.00
LOGIC	LGIP	n/a	ARPA-CLFRF	244,875.36	1	0.01
LOGIC	LGIP	n/a	TIRZ #2	28,476.63	1	0.00
LOGIC	LGIP	n/a	Series 2023 Construction	15,779,615.50	1	0.34
TexSTAR	LGIP	n/a	Series 2020 Construction	922,993.48	1	0.02
TexSTAR	LGIP	n/a	Heritage PID Zone 1	94,643.75	1	0.00
TexSTAR	LGIP	n/a	Heritage PID Zone 2	367,848.36	1	0.01
TexSTAR	LGIP	n/a	Heritage PID Zone 3	6,591.98	1	0.00
TexSTAR	LGIP	n/a	Heritage PID Zone 4	78,735.42	1	0.00
<b>Total Investments</b>				<b>46,493,984.41</b>		<b>1.00</b>

\* NOW - Negotiable Order of Withdrawal, LGIP - Local Government Investment Pool

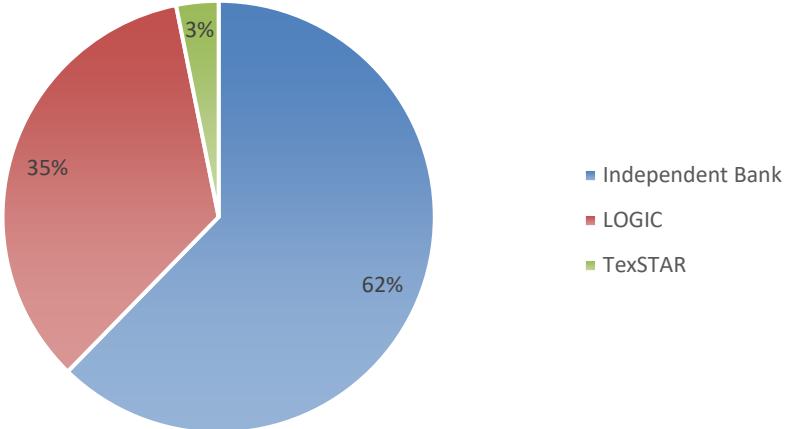
n/a These investments have no maturity date, as they are available upon demand.

**City of Lavon, TX**  
**Investments by Type**  
**Quarter Ending September 30, 2024**

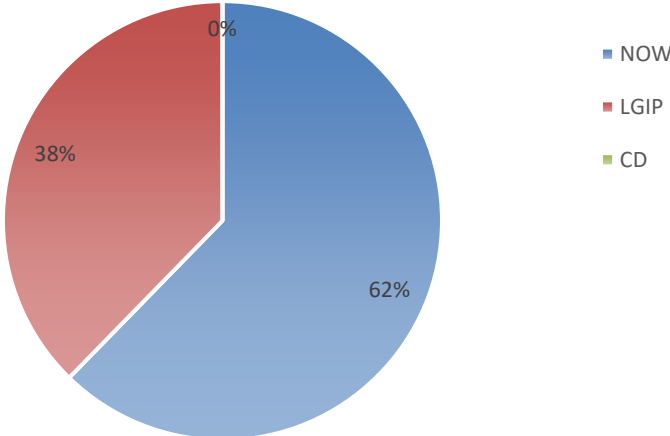
<b>Bank</b>	<b>Security Type*</b>	<b>Name of Account</b>	<b>Book Value 9/30/24</b>	<b>Total by Type</b>	<b>Percent by Type</b>
Independent	NOW	General Fund	674,802.52		
Independent	NOW	Savings	8,460,514.26		
Independent	NOW	Dedicated	2,591,618.30		
Independent	NOW	Utility Fund	4,547,984.74		
Independent	NOW	Sewer Tap	11,058,700.37		
Independent	NOW	Interest & Sinking	435,961.94		
Independent	NOW	Lakepointe PID 2	69,302.85		
Independent	NOW	Trails of Lavon	1,126,526.74		
Independent	NOW	Lavon Volunteer Fire Dept	4,792.21		
				<b>28,970,203.93</b>	<b>62%</b>
LOGIC	LGIP	ARPA-CLFRF	244,875.36		
LOGIC	LGIP	TIRZ #2	28,476.63		
LOGIC	LGIP	Series 2023 Construction	15,779,615.50		
				<b>16,052,967.49</b>	<b>35%</b>
TexSTAR	LGIP	Series 2020 Construction	922,993.48		
TexSTAR	LGIP	Heritage PID Zone 1	94,643.75		
TexSTAR	LGIP	Heritage PID Zone 2	367,848.36		
TexSTAR	LGIP	Heritage PID Zone 3	6,591.98		
TexSTAR	LGIP	Heritage PID Zone 4	78,735.42		
				<b>1,470,812.99</b>	<b>3%</b>
		<b>Total Investments</b>	<b>46,493,984.41</b>	<b>46,493,984.41</b>	<b>100%</b>

\* NOW - Negotiable Order of Withdrawal, LGIP - Local Government Investment Pool

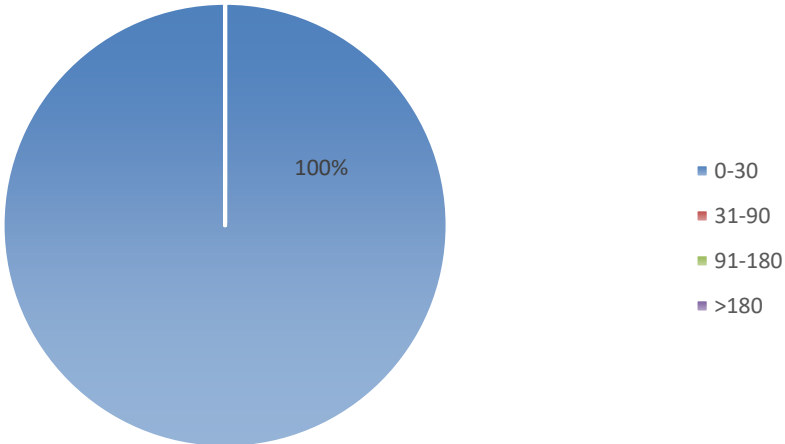
### Investments by Financial Institutions



### Investments by Type



### Investments by Maturity





## PERFORMANCE

### As of September 30, 2024

Current Invested Balance	\$ 12,000,294,194.26
Weighted Average Maturity (1)	47 Days
Weighted Average Life (2)	79 Days
Net Asset Value	1.000706
Total Number of Participants	721
Management Fee on Invested Balance	0.0975%*
Interest Distributed	\$ 52,406,638.04
Management Fee Collected	\$ 953,784.32
% of Portfolio Invested Beyond 1 Year	0.00%
Standard & Poor's Current Rating	AAAm

Rates reflect historical information and are not an indication of future performance.

### September Averages

Average Invested Balance	\$ 11,963,872,480.63
Average Monthly Yield, on a simple basis	5.2340%
Average Weighted Maturity (1)	48 Days
Average Weighted Life (2)	77 Days

#### Definition of Weighted Average Maturity (1) & (2)

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instruction to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.  
(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

The maximum management fee authorized for the LOGIC Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the LOGIC co-administrators at any time as provided for in the LOGIC Information Statement.

## NEW PARTICIPANTS

We would like to welcome the following entities who joined the LOGIC program in September:

- \* City of Ballinger
- \* DFW International Airport
- \* Milford Independent School District
- \* City of Mount Vernon
- \* City of Omaha
- \* Tyler County

## HOLIDAY REMINDER

In observance of **Columbus Day**, **LOGIC will be closed on Monday, October 14, 2024**. All ACH transactions initiated on Friday, October 11th will settle on Tuesday, October 15th. Standard transaction deadlines will be observed on Friday, October 11th. Please plan accordingly for your liquidity needs.

## ECONOMIC COMMENTARY

### Market review

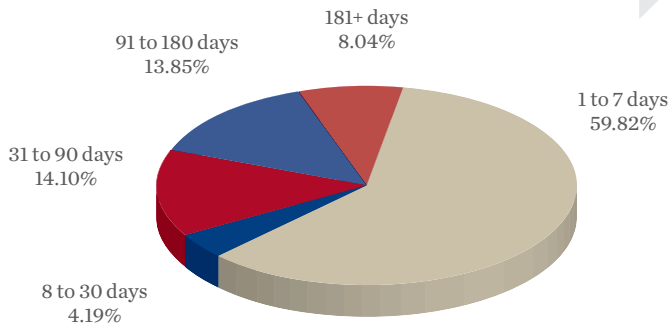
The third quarter provided further evidence that the Federal Reserve (Fed) has successfully cooled down the post-pandemic supercharged economy, aligning it with their dual mandate of price stability and full employment. The disinflationary trend has made significant progress, as the core Personal Consumption Expenditures Price Index (PCE), the Fed's preferred measure for inflation, has declined to a three-month annualized run rate of 2.1% as of August, a substantial drop from 6.6% in 2021. The labor market has also shown signs of cooling, with unemployment rising from a low of 3.4% to 4.2%. Despite these adjustments, the Fed has managed to keep the economy on a stable footing. The economy grew at a 3.0% seasonally adjusted annualized rate in the second quarter, well above first quarter's 1.6%, bringing average GDP growth for the first half of the year to a solid 2.3%, which is in line with trend growth. In a highly anticipated decision, the Federal Open Market Committee (FOMC) voted to lower the federal funds rate by 50 basis points (bps), a larger-than-expected move and their first move lower since March 2020. During his press conference, Powell described the move as a policy "recalibration," suggesting the Fed is proactively managing economic risk.

While the August jobs report was stronger than the downwardly revised weak July report, it didn't represent a full rebound, but it did alleviate some concerns about a hard landing. The establishment survey showed fewer-than-expected job gains of 142,000, primarily concentrated in the construction, leisure and hospitality, and healthcare industries, bringing the three-month moving average down to 116,000. Additionally, July's job gains were revised down to 89,000. On a positive note, the unemployment rate ticked lower from 4.25% to 4.22%, providing some relief after the recent increase. Wages grew by 0.4% month-over-month (m/m) and 3.8% year-over-year (y/y), slightly higher than July's monthly increase. The Job Openings and Labor Turnover Survey (JOLTS) indicated an uptick in labor demand in August, with job openings rising from an upwardly revised 7.7 million to 8.0 million, the highest since May.

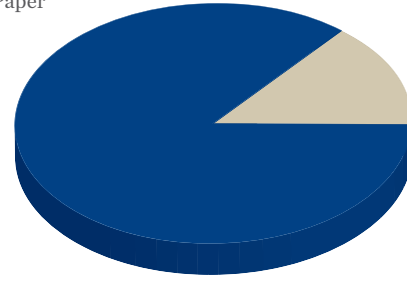
*(continued page 4)*

## INFORMATION AT A GLANCE

### PORTFOLIO BY TYPE OF INVESTMENT AS OF SEPTEMBER 30, 2024

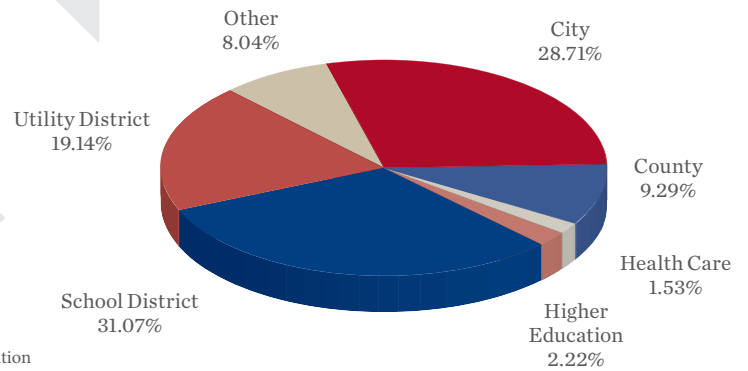


Commercial Paper  
85.85%



Repurchase Agreements  
14.15%

### PORTFOLIO BY MATURITY AS OF SEPTEMBER 30, 2024 (1)



### DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF SEPTEMBER 30, 2024

(1) Portfolio by Maturity is calculated using WAM (1) definition for stated maturity. See page 1 for definition

## HISTORICAL PROGRAM INFORMATION

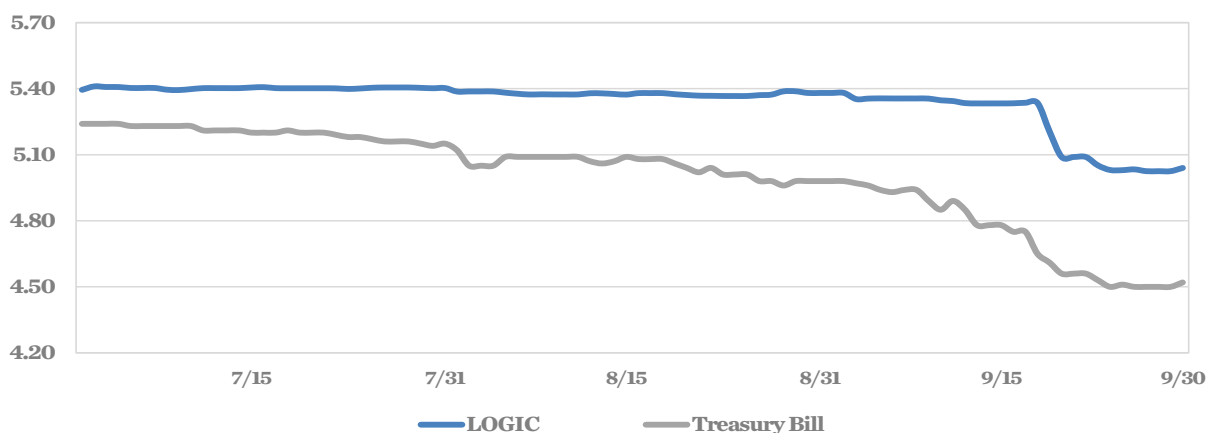
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Sep 24	5.2340%	\$12,000,294,194.26	\$12,008,777,523.51	1.000706	48	77	721
Aug 24	5.3775%	11,839,344,751.91	11,842,275,628.35	1.000051	46	68	715
Jul 24	5.4031%	12,289,700,901.39	12,290,658,895.72	1.000077	44	64	710
Jun 24	5.4105%	12,305,570,300.22	12,302,401,325.85	0.999742	46	68	709
May 24	5.4208%	12,027,790,517.42	12,026,906,145.27	0.999709	42	61	707
Apr 24	5.4544%	12,799,455,702.21	12,798,499,925.99	0.999925	42	63	700
Mar 24	5.4733%	12,597,157,883.28	12,594,398,914.29	0.999780	44	67	695
Feb 24	5.4812%	13,053,102,972.99	13,055,275,949.92	1.000166	45	67	692
Jan 24	5.5102%	12,694,647,319.98	12,699,839,697.62	1.000409	48	68	691
Dec 23	5.5411%	11,458,079,921.27	11,462,048,344.52	1.000254	53	77	688
Nov 23	5.5598%	10,489,760,450.40	10,492,958,358.89	1.000093	52	83	686
Oct 23	5.5432%	10,227,801,398.83	10,228,563,319.46	1.000074	44	82	684

## PORTFOLIO ASSET SUMMARY AS OF SEPTEMBER 30, 2024

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ (200,518.63)	\$ (200,518.63)
Accrual of Interest Income	11,526,019.69	11,526,019.69
Interest and Management Fees Payable	(52,400,530.72)	(52,400,530.72)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	1,703,843,999.89	1,703,843,999.89
Commercial Paper	10,337,525,224.03	10,346,008,553.28
Government Securities	0.00	0.00
<b>TOTAL</b>	<b>\$ 12,000,294,194.26</b>	<b>\$ 12,008,777,523.51</b>

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of LOGIC. The only source of payment to the Participants are the assets of LOGIC. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact LOGIC Participant Services.

## LOGIC VERSUS 90-DAY TREASURY BILL



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The LOGIC management fee may be waived in full or in part at the discretion of the LOGIC co-administrators and the LOGIC rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment of \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the LOGIC pool to the T-Bill Yield, you should know that the LOGIC pool consists of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-Day T-Bill. The LOGIC yield is calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940 as promulgated from time to time by the federal Securities and Exchange Commission.

## DAILY SUMMARY FOR SEPTEMBER 2024

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
9/1/2024	5.3810%	0.000147425	\$11,839,344,751.91	1.000051	46	74
9/2/2024	5.3810%	0.000147425	\$11,839,344,751.91	1.000051	46	74
9/3/2024	5.3532%	0.000146662	\$11,707,134,536.93	1.000343	48	79
9/4/2024	5.3555%	0.000146725	\$11,742,967,560.09	1.000381	49	80
9/5/2024	5.3564%	0.000146751	\$11,798,221,453.59	1.000428	49	80
9/6/2024	5.3560%	0.000146739	\$11,765,429,788.50	1.000321	48	78
9/7/2024	5.3560%	0.000146739	\$11,765,429,788.50	1.000321	48	78
9/8/2024	5.3560%	0.000146739	\$11,765,429,788.50	1.000321	48	78
9/9/2024	5.3555%	0.000146725	\$11,769,039,855.72	1.000441	48	79
9/10/2024	5.3476%	0.000146509	\$11,791,069,315.57	1.000440	49	80
9/11/2024	5.3443%	0.000146419	\$11,868,186,837.33	1.000440	49	79
9/12/2024	5.3349%	0.000146161	\$11,999,716,716.23	1.000419	49	79
9/13/2024	5.3335%	0.000146123	\$11,944,677,495.12	1.000331	49	78
9/14/2024	5.3335%	0.000146123	\$11,944,677,495.12	1.000331	49	78
9/15/2024	5.3335%	0.000146123	\$11,944,677,495.12	1.000331	49	78
9/16/2024	5.3340%	0.000146136	\$11,941,666,455.01	1.000570	49	78
9/17/2024	5.3364%	0.000146204	\$12,052,348,252.92	1.000567	48	76
9/18/2024	5.3354%	0.000146176	\$12,103,018,112.22	1.000542	47	75
9/19/2024	5.2048%	0.000142596	\$12,115,525,191.55	1.000678	47	74
9/20/2024	5.0899%	0.000139448	\$12,069,813,109.86	1.000500	46	73
9/21/2024	5.0899%	0.000139448	\$12,069,813,109.86	1.000500	46	73
9/22/2024	5.0899%	0.000139448	\$12,069,813,109.86	1.000500	46	73
9/23/2024	5.0515%	0.000138396	\$12,070,377,804.21	1.000681	46	72
9/24/2024	5.0308%	0.000137830	\$12,095,497,889.98	1.000668	46	73
9/25/2024	5.0299%	0.000137805	\$12,258,383,698.24	1.000690	45	75
9/26/2024	5.0336%	0.000137906	\$12,204,750,172.85	1.000712	47	79
9/27/2024	5.0254%	0.000137683	\$12,126,508,562.65	1.000524	47	78
9/28/2024	5.0254%	0.000137683	\$12,126,508,562.65	1.000524	47	78
9/29/2024	5.0254%	0.000137683	\$12,126,508,562.65	1.000524	47	78
9/30/2024	5.0400%	0.000138083	\$12,000,294,194.26	1.000706	47	79
<b>Average</b>	<b>5.2340%</b>	<b>0.000143397</b>	<b>\$11,963,872,480.63</b>		<b>48</b>	<b>77</b>



## ECONOMIC COMMENTARY (cont.)

Conversely, the quit rate ticked down again, from 2.0% to a new cycle low of 1.9%, and the hires rate, which had increased from 3.3% to 3.4% between June and July, pulled back to 3.3%.

The August CPI report came in as expected, providing further evidence that inflation is on a steady path lower. Headline inflation rose 0.2% m/m and 2.5% y/y, while core inflation rose 0.3% m/m and 3.2% y/y. In the details, food and energy prices were well behaved with energy prices falling by 0.8% m/m. Elsewhere, core goods prices eased for a sixth straight month, led lower by used vehicle prices, although tobacco prices rose by a strong 1.2% m/m. Elsewhere, shelter inflation remained elevated at 0.5% m/m, which alongside a 3.9% m/m increase in airfares, kept core services inflation elevated at 0.5%. Auto insurance prices moderated but rose by a still-warm 0.6% m/m and 16.5% y/y. Headline PCE and Core PCE both rose 0.1% m/m, bringing the y/y figures to 2.2% and 2.7%, respectively. With shelter still driving the bulk of inflation, broad disinflationary tailwinds remain well established, suggesting that inflation is on a steady path back to 2%, enabling the Fed to begin normalizing monetary policy.

While inflation and the labor market have come into better balance, the federal funds rate has remained at a highly restrictive level. With market expectations roughly split between a 25 basis point and a 50 basis point cut, the FOMC voted to reduce the federal funds rate target range by 50 bps to 4.75% – 5.00% at its September meeting, with one dissent in favor of a 25 bp cut. The economic assessment was amended to recognize that job growth has “slowed” rather than merely “moderated,” and the statement noted that the committee has gained greater confidence in inflation returning to target. The risks to employment and inflation are now considered balanced, compared to a previous tilt towards inflation. The ‘dot plot’ provided a refreshed view of the Committee’s expectations for the path of the fed funds rate. The median member now expects the policy rate to fall to 4.375% by year-end 2024, equivalent to an additional 50 bps of rate cuts this year, with an additional 100 bps of cuts anticipated in 2025 and 50 bps in 2026. The long-run dot shifted higher to 2.875%, reflecting discussions among Fed members about the possibility that the neutral policy rate is higher than previously anticipated.

In sum, the Fed delivered the message that policy normalization has begun, more cuts are coming and, despite a slightly larger cut to begin with, easing will still be gradual, barring a more material slowdown in the economy. Markets saw mixed and choppy price action following the Fed decision with short term Treasury yields falling more sharply than longer-term Treasury yields over the month. Three- and six-month Treasury bill yields fell by 49 bps and 45 bps to 4.63% and 4.41%, respectively, while one- and two-year Treasury yields declined 40 bps and 28 bps to 4.01% and 3.64%, respectively.

### Outlook

More than two years and 11 rate hikes later, the Fed has begun to normalize policy, with more cuts projected on the horizon. Cooling inflation in recent months has allowed the Fed to shift its focus towards supporting the labor market; while they are not overly concerned about its current state, their goal is to maintain its strength. With slowing inflation and rising unemployment, we anticipate additional front-loaded cuts to bring the Fed closer to a neutral policy stance by 2025. We believe the Fed is on track to deliver two 25 bp rate cuts by year-end and will likely continue easing in 2025. However, as Powell emphasized during the press conference, policy decisions will be contingent on evolving economic data.

The need for restrictive policy has diminished as the risks between employment and inflation have come into balance. With U.S. economic activity broadly looking healthy and the summer growth scare behind us, the Fed’s decision to pre-emptively cut more aggressively likely extends the current economic cycle. This increases our conviction in a soft-landing outcome, with only a moderate rise in the unemployment rate as the base case.

This information is an excerpt from an economic report dated September 2024 provided to LOGIC by JP Morgan Asset Management, Inc., the investment manager of the LOGIC pool.



## LOGIC BOARD MEMBERS

Sandy Newby	Tarrant Regional Water District	Governing Board President
Greg Jordan	Fort Worth Transportation Authority	Governing Board Vice President
Darla Moss	Arlington ISD	Governing Board Treasurer
Jeanne Chipperfield	North Texas Municipal Water District	Governing Board Secretary
Rene Barajas	Northside ISD	Advisory Board Member
Kelvin Bryant	City of McKinney	Advisory Board Member
Monte Mercer	Qualified Non-Participant	Advisory Board Member

The material provided to LOGIC from J.P. Morgan Asset Management, Inc., the investment manager of the LOGIC pool, is for informational and educational purposes only, as of the date of writing and may change at any time based on market or other conditions and may not come to pass. While we believe the information presented is reliable, we cannot guarantee its accuracy. HilltopSecurities is a wholly owned subsidiary of Hilltop Holdings, Inc. (NYSE: HTH) located at 717 N. Harwood Street, Suite 3400, Dallas, TX 75201, (214) 859-1800. Member NYSE/FINRA/SIPC. Past performance is no guarantee of future results. Investment Management Services are offered through J.P. Morgan Asset Management Inc. and/or its affiliates. Marketing and Enrollment duties are offered through HilltopSecurities and/or its affiliates. HilltopSecurities and J.P. Morgan Asset Management Inc. are separate entities.



**PERFORMANCE**

**As of September 30, 2024**

Current Invested Balance	\$ 10,713,994,849.49
Weighted Average Maturity (1)	24 Days
Weighted Average Life (2)	67 Days
Net Asset Value	1.000355
Total Number of Participants	1056
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$ 46,929,365.78
Management Fee Collected	\$ 540,633.20
% of Portfolio Invested Beyond 1 Year	4.25%
Standard & Poor's Current Rating	AAAm

Rates reflect historical information and are not an indication of future performance.

**September Averages**

Average Invested Balance	\$ 10,993,149,088.51
Average Monthly Yield, on a simple basis	5.1324%
Average Weighted Maturity (1)	26 Days
Average Weighted Life (2)	66 Days

**Definition of Weighted Average Maturity (1) & (2)**

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instruction to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.  
 (2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

**NEW PARTICIPANTS**

We would like to welcome the following entities who joined the TexSTAR program in September:

- \* City of Ballinger    \* Cypress Springs Special Utility District    \* Fort Bend County Municipal Utility District No. 232
- \* Fort Bend County Municipal Utility District No. 246    \* Jefferson County Emergency Service District No. 3
- \* Montgomery County Municipal Utility District No. 197    \* City of Mount Vernon    \* City of Omaha

**HOLIDAY REMINDER**

In observance of **Columbus Day**, **TexSTAR will be closed on Monday, October 14, 2024**. All ACH transactions initiated on Friday, October 11th will settle on Tuesday, October 15th. Standard transaction deadlines will be observed on Friday, October 11th. Please plan accordingly for your liquidity needs.

**ECONOMIC COMMENTARY**

**Market review**

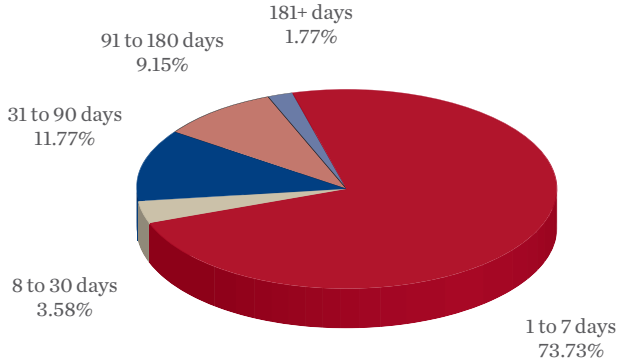
The third quarter provided further evidence that the Federal Reserve (Fed) has successfully cooled down the post-pandemic supercharged economy, aligning it with their dual mandate of price stability and full employment. The disinflationary trend has made significant progress, as the core Personal Consumption Expenditures Price Index (PCE), the Fed's preferred measure for inflation, has declined to a three-month annualized run rate of 2.1% as of August, a substantial drop from 6.6% in 2021. The labor market has also shown signs of cooling, with unemployment rising from a low of 3.4% to 4.2%. Despite these adjustments, the Fed has managed to keep the economy on a stable footing. The economy grew at a 3.0% seasonally adjusted annualized rate in the second quarter, well above first quarter's 1.6%, bringing average GDP growth for the first half of the year to a solid 2.3%, which is in line with trend growth. In a highly anticipated decision, the Federal Open Market Committee (FOMC) voted to lower the federal funds rate by 50 basis points (bps), a larger-than-expected move and their first move lower since March 2020. During his press conference, Powell described the move as a policy "recalibration," suggesting the Fed is proactively managing economic risk.

While the August jobs report was stronger than the downwardly revised weak July report, it didn't represent a full rebound, but it did alleviate some concerns about a hard landing. The establishment survey showed fewer-than-expected job gains of 142,000, primarily concentrated in the construction, leisure and hospitality, and healthcare industries, bringing the three-month moving average down to 116,000. Additionally, July's job gains were revised down to 89,000. On a positive note, the unemployment rate ticked lower from 4.25% to 4.22%, providing some relief after the recent increase.

*(continued page 4)*

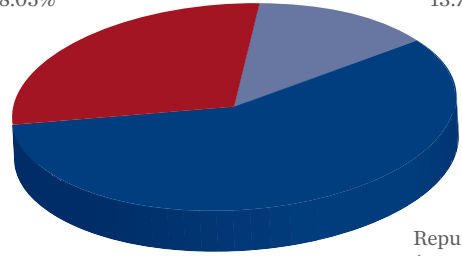
## INFORMATION AT A GLANCE

### PORTFOLIO BY TYPE OF INVESTMENT AS OF SEPTEMBER 30, 2024



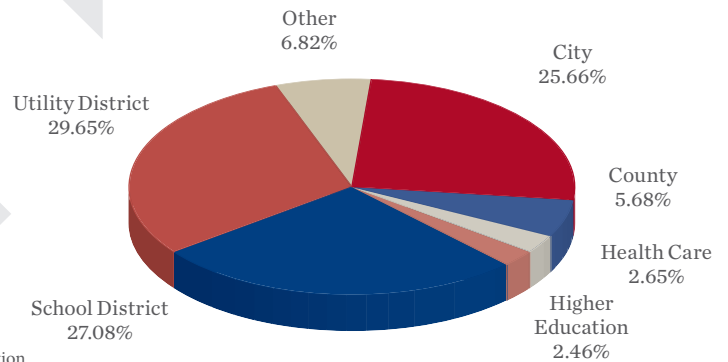
Treasuries  
28.05%

Agencies  
13.78%



Repurchase  
Agreements  
58.17%

### PORTFOLIO BY MATURITY AS OF SEPTEMBER 30, 2024 (1)



### DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF SEPTEMBER 30, 2024

(1) Portfolio by Maturity is calculated using WAM (1) definition for stated maturity. See page 1 for definition

## HISTORICAL PROGRAM INFORMATION

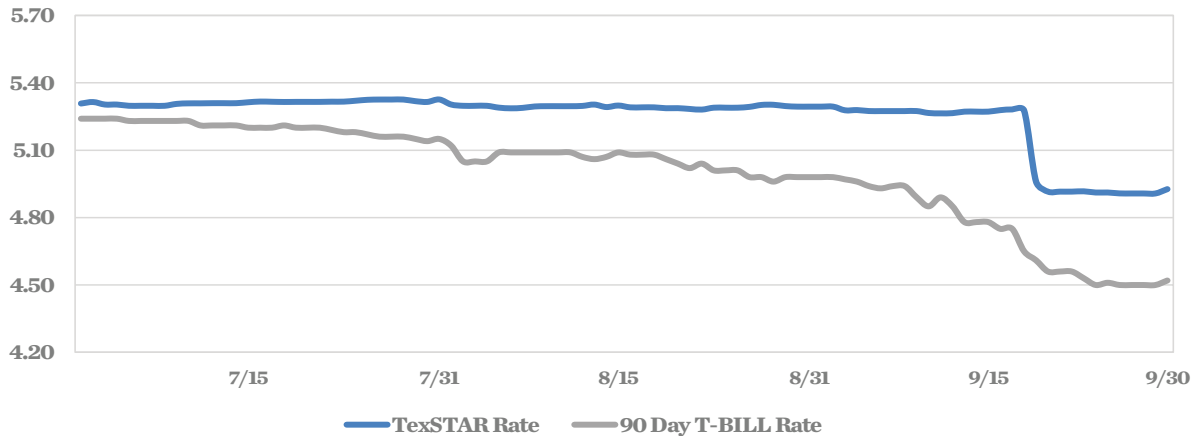
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Sep 24	5.1324%	\$10,713,994,849.49	\$10,717,808,636.16	1.000355	26	66	1056
Aug 24	5.2939%	10,960,587,143.65	10,963,170,866.05	1.000150	31	61	1048
Jul 24	5.3131%	11,614,008,231.39	11,614,697,399.72	1.000059	33	64	1043
Jun 24	5.3126%	10,696,510,063.51	10,695,858,054.79	0.999939	36	66	1040
May 24	5.3078%	10,946,135,253.27	10,946,064,280.53	0.999895	37	67	1037
Apr 24	5.3057%	11,388,285,240.44	11,386,977,182.36	0.999885	35	65	1031
Mar 24	5.2986%	11,373,415,394.49	11,372,687,872.41	0.999936	36	68	1025
Feb 24	5.3035%	11,928,691,803.89	11,927,911,436.19	0.999934	36	69	1024
Jan 24	5.3200%	11,483,316,119.03	11,483,741,551.85	1.000037	42	77	1024
Dec 23	5.3378%	10,557,076,424.02	10,557,101,303.24	0.999972	44	85	1037
Nov 23	5.3307%	10,148,883,026.83	10,148,191,305.12	0.999931	33	74	1034
Oct 23	5.3231%	10,017,668,653.01	10,016,121,800.83	0.999845	29	69	1031

## PORTFOLIO ASSET SUMMARY AS OF SEPTEMBER 30, 2024

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 661.84	\$ 661.84
Accrual of Interest Income	11,431,698.94	11,431,698.94
Interest and Management Fees Payable	(46,926,535.66)	(46,926,535.66)
Payable for Investment Purchased	(59,317,500.00)	(59,317,500.00)
Repurchase Agreement	6,286,752,999.95	6,286,752,999.95
Government Securities	4,522,053,524.42	4,525,867,311.09
<b>TOTAL</b>	<b>\$ 10,713,994,849.49</b>	<b>\$ 10,717,808,636.16</b>

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. 27 If you require a copy of the portfolio, please contact TexSTAR Participant Services.

## TEXSTAR VERSUS 90-DAY TREASURY BILL



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment of \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consists of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-Day T-Bill. The TexSTAR yield is calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940 as promulgated from time to time by the federal Securities and Exchange Commission.

### DAILY SUMMARY FOR SEPTEMBER 2024

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
9/1/2024	5.2945%	0.000145055	\$10,960,587,143.65	1.000150	29	65
9/2/2024	5.2945%	0.000145055	\$10,960,587,143.65	1.000150	29	65
9/3/2024	5.2781%	0.000144606	\$11,088,094,883.72	1.000166	29	64
9/4/2024	5.2792%	0.000144636	\$11,110,506,970.55	1.000212	29	64
9/5/2024	5.2748%	0.000144514	\$11,208,599,884.13	1.000198	28	63
9/6/2024	5.2746%	0.000144509	\$11,095,994,297.74	1.000223	28	63
9/7/2024	5.2746%	0.000144509	\$11,095,994,297.74	1.000223	28	63
9/8/2024	5.2746%	0.000144509	\$11,095,994,297.74	1.000223	28	63
9/9/2024	5.2748%	0.000144515	\$11,090,958,640.65	1.000224	27	62
9/10/2024	5.2661%	0.000144276	\$11,066,520,738.78	1.000243	27	64
9/11/2024	5.2645%	0.000144233	\$10,977,035,452.39	1.000223	26	67
9/12/2024	5.2654%	0.000144257	\$10,930,583,236.22	1.000238	26	67
9/13/2024	5.2722%	0.000144444	\$11,089,396,149.69	1.000275	25	67
9/14/2024	5.2722%	0.000144444	\$11,089,396,149.69	1.000275	25	67
9/15/2024	5.2722%	0.000144444	\$11,089,396,149.69	1.000275	25	67
9/16/2024	5.2788%	0.000144625	\$11,112,581,948.81	1.000303	25	68
9/17/2024	5.2819%	0.000144710	\$11,131,970,444.51	1.000296	25	68
9/18/2024	5.2769%	0.000144573	\$11,161,779,817.69	1.000338	25	68
9/19/2024	4.9605%	0.000135904	\$11,103,842,374.15	1.000362	25	68
9/20/2024	4.9155%	0.000134671	\$10,983,378,303.34	1.000357	25	68
9/21/2024	4.9155%	0.000134671	\$10,983,378,303.34	1.000357	25	68
9/22/2024	4.9155%	0.000134671	\$10,983,378,303.34	1.000357	25	68
9/23/2024	4.9169%	0.000134710	\$10,849,622,607.54	1.000388	25	68
9/24/2024	4.9115%	0.000134563	\$10,710,081,931.35	1.000410	25	69
9/25/2024	4.9116%	0.000134564	\$10,895,345,401.45	1.000390	25	67
9/26/2024	4.9076%	0.000134455	\$10,861,164,208.06	1.000378	25	68
9/27/2024	4.9073%	0.000134447	\$10,784,769,575.42	1.000373	24	67
9/28/2024	4.9073%	0.000134447	\$10,784,769,575.42	1.000373	24	67
9/29/2024	4.9073%	0.000134447	\$10,784,769,575.42	1.000373	24	67
9/30/2024	4.9266%	0.000134976	\$10,713,994,849.49	1.000355	24	67
<b>Average</b>	<b>5.1324%</b>	<b>0.000140615</b>	<b>\$10,993,149,088.51</b>		<b>26</b>	<b>66</b>

## *ECONOMIC COMMENTARY (cont.)*

Wages grew by 0.4% month-over-month (m/m) and 3.8% year-over-year (y/y), slightly higher than July's monthly increase. The Job Openings and Labor Turnover Survey (JOLTS) indicated an uptick in labor demand in August, with job openings rising from an upwardly revised 7.7 million to 8.0 million, the highest since May. Conversely, the quit rate ticked down again, from 2.0% to a new cycle low of 1.9%, and the hires rate, which had increased from 3.3% to 3.4% between June and July, pulled back to 3.3%.

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In sum, the Fed delivered the message that policy normalization has begun, more cuts are coming and, despite a slightly larger cut to begin with, easing will still be gradual, barring a more material slowdown in the economy. Markets saw mixed and choppy price action following the Fed decision with short term Treasury yields falling more sharply than longer-term Treasury yields over the month. Three- and six-month Treasury bill yields fell by 49 bps and 45 bps to 4.63% and 4.41%, respectively, while one- and two-year Treasury yields declined 40 bps and 28 bps to 4.01% and 3.64%, respectively.

### **Outlook**

More than two years and 11 rate hikes later, the Fed has begun to normalize policy, with more cuts projected on the horizon. Cooling inflation in recent months has allowed the Fed to shift its focus towards supporting the labor market; while they are not overly concerned about its current state, their goal is to maintain its strength. With slowing inflation and rising unemployment, we anticipate additional front-loaded cuts to bring the Fed closer to a neutral policy stance by 2025. We believe the Fed is on track to deliver two 25 bp rate cuts by year-end and will likely continue easing in 2025. However, as Powell emphasized during the press conference, policy decisions will be contingent on evolving economic data.

The need for restrictive policy has diminished as the risks between employment and inflation have come into balance. With U.S. economic activity broadly looking healthy and the summer growth scare behind us, the Fed's decision to pre-emptively cut more aggressively likely extends the current economic cycle. This increases our conviction in a soft-landing outcome, with only a moderate rise in the unemployment rate as the base case.

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## TEXSTAR BOARD MEMBERS

Monte Mercer	North Central TX Council of Government	Governing Board President
David Pate	Richardson ISD	Governing Board Vice President
David Medanich	Hilltop Securities	Governing Board Secretary
Andrew Linton	J.P. Morgan Asset Management	Governing Board Asst. Sec./Treas
Brett Starr	City of Irving	Advisory Board
Sandra Newby	Qualified Non-Participant	Advisory Board
Ron Whitehead	Qualified Non-Participant	Advisory Board

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# CITY OF LAVON

## Agenda Brief

**MEETING: November 5, 2024**

**ITEM: 6 - E**

**Item:**

CONSENT AGENDA

Approve the acceptance of the public infrastructure associated with the Highway 205 Tract, Phase 2, Block A, Lot 2 development.

**Background:**

The developer of the Highway 205 Tract, Phase 2, Block A, Lot 2 development has recently completed construction of public infrastructure improvements. The Code of Ordinances provides that prior to recording a final plat the City Council will accept the dedication of the public infrastructure.

***Code Excerpt***

**City of Lavon Code of Ordinances**

**Article 9.02 Subdivision Ordinance**

**Section 9.02.006 Record Drawings (as-built plans)**

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

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

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

***Staff Notes:***

Approval is recommended.

**Attachments:** 1) Engineer's Correspondence  
2) Final Plat

October 29, 2024

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

Re: Hwy 205 Tract, Phase 2  
Final Acceptance

Dear Ms. Dobbs:

On Tuesday, October 29, 2024, a final walkthrough of the Development was conducted with representatives of the Contractor, City Inspector and City Engineer. A "punch list" was created to identify items that required completion prior to final acceptance.

Punch list items include:

1. Concrete required around manhole frames.
2. Drainage ditch grade to drain.
3. Route and seal cracks within fire lane pavement areas.

A Maintenance Bond has been requested. The only public item included in the bonds is the sanitary sewer. All paving and other utilities are considered "private".

A copy of As-Built Drawings should be provided prior to issuance of a CO. The Engineer has been notified to provide this document.

**We recommend acceptance of Hwy 205 Tract, Phase 2 subject to completion of the punch list items and submission of the Maintenance Bond.**

The 2-year Maintenance Warranty period will commence upon acceptance of the Development.

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

Sincerely,  
FREEMAN-MILLICAN, INC.



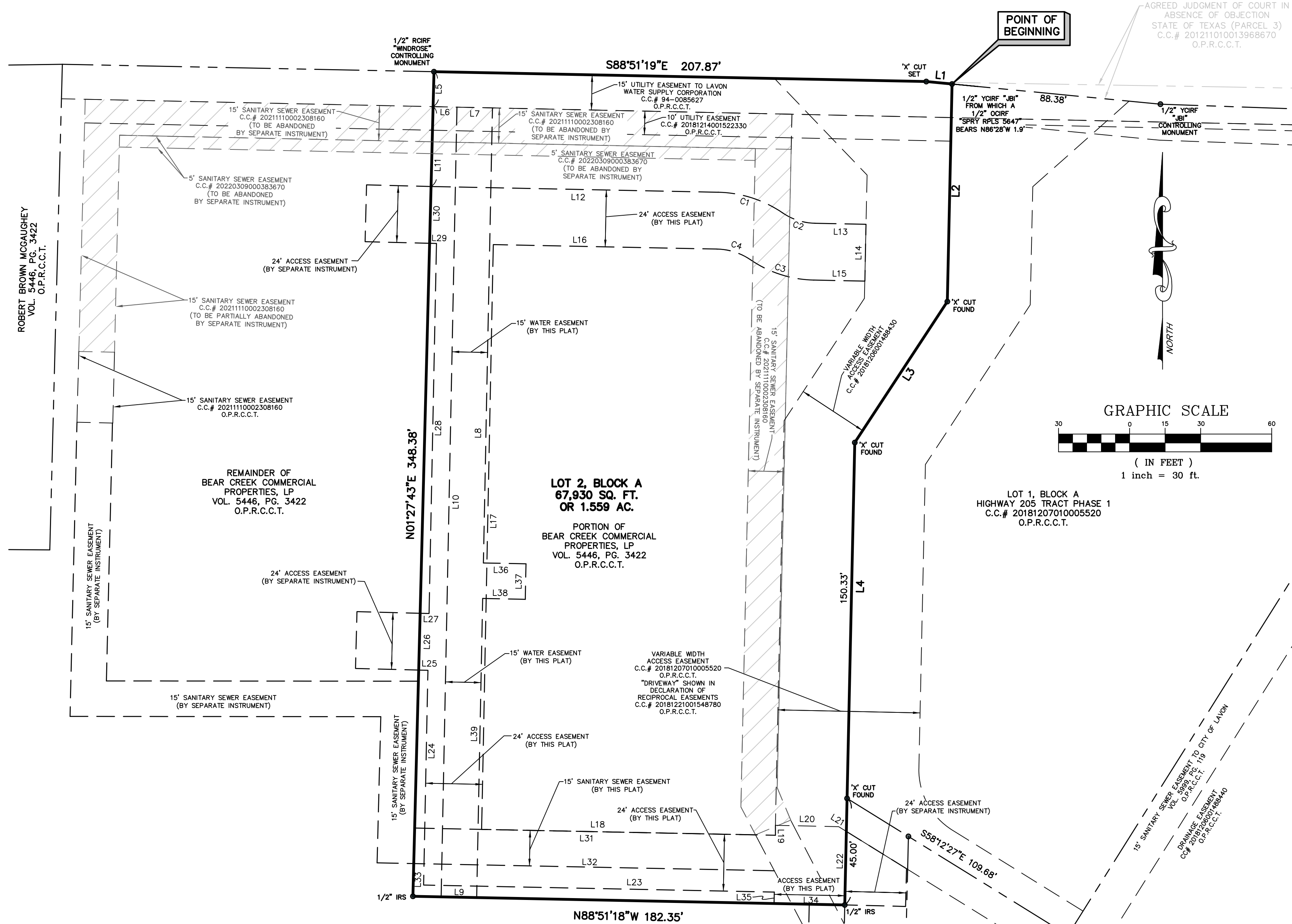
Mark D. Hill, P.E.  
Consulting City Engineer

Cc: David Carter, Matt Policano

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WILLIAM H. MOORE SURVEY,  
ABSTRACT NO. 638  
W.A.S. BOHANNAN SURVEY,  
ABSTRACT NO. 121

STATE HIGHWAY NO. 78  
(A VARIABLE WIDTH RIGHT-OF-WAY)  
APPROXIMATE LOCATION OF ABSTRACT SURVEY LINE



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	28.02'	28.62'	S 72°13'35" E	33°15'27"
C2	25.00'	14.51'	14.31'	S 72°13'35" E	33°15'27"
C3	49.00'	28.44'	28.04'	N 72°13'35" W	33°15'27"
C4	26.00'	15.09'	14.88'	N 72°13'35" W	33°15'27"

LINE	BEARING	DISTANCE
L1	S 84°28'45" E	10.95'
L2	S 01°14'29" W	91.91'
L3	S 33°17'04" W	71.21'
L4	S 01°14'29" W	124.07'
L5	S 01°27'43" W	14.76'
L6	S 88°47'19" E	10.08'
L7	N 88°47'19" W	15.00'
L8	N 01°08'41" E	192.23'
L9	S 88°51'19" E	15.00'
L10	S 01°08'41" W	333.60'
L11	S 01°27'43" W	33.74'
L12	S 88°51'19" E	121.23'
L13	S 88°51'19" E	21.56'
L14	S 01°08'41" W	24.00'
L15	N 88°51'19" W	21.56'
L16	N 88°51'19" W	94.47'
L17	S 01°08'41" W	247.04'
L18	S 88°51'19" E	124.07'
L19	N 00°06'36" W	4.20'
L20	S 88°45'57" E	26.72'
L21	S 58°12'53" E	3.81'
L22	S 01°14'29" W	31.05'
L23	N 88°51'19" W	148.07'
L24	N 01°08'41" E	90.72'
L25	N 88°51'19" W	3.90'
L26	N 01°27'43" W	124.07'
L27	S 88°51'19" E	3.77'
L28	N 01°08'41" E	156.30'
L29	N 88°51'19" W	2.90'
L30	N 01°27'43" E	24.00'
L31	S 88°51'19" E	143.93'
L32	N 88°51'19" W	152.26'
L33	S 01°27'43" W	33.74'
L34	N 88°51'19" W	29.85'
L35	N 01°08'41" E	4.83'
L36	S 88°51'19" E	18.00'
L37	S 01°08'41" W	15.00'
L38	N 88°51'19" W	18.00'
L39	S 01°08'41" W	126.35'

RECOMMENDED FOR APPROVAL:

DATE: \_\_\_\_\_ CHAIRMAN, PLANNING AND ZONING COMMISSION

DATE: \_\_\_\_\_ MAYOR, CITY OF LAVON, TEXAS

BCSUD APPROVAL

THIS PLAT CORRECTLY REPRESENTS THE REQUIRED EASEMENTS AND CERTIFICATIONS REQUIRED BY BEAR CREEK SPECIAL UTILITY DISTRICT FOR THIS DEVELOPMENT.

BEAR CREEK SPECIAL UTILITY DISTRICT

NAME/TITLE: \_\_\_\_\_

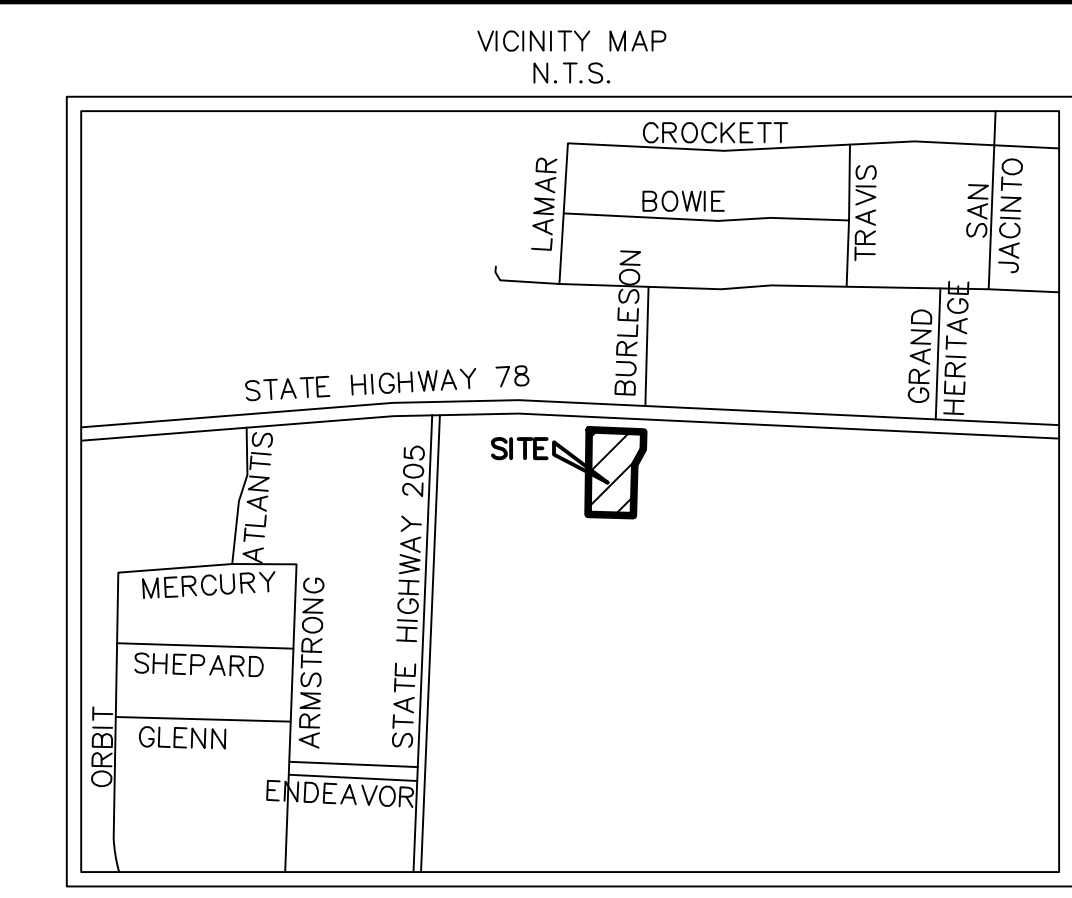
DATE: \_\_\_\_\_

NOTES:

- NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- FLOOD STATEMENT: AS DETERMINED BY THE FLOOD INSURANCE RATE MAPS FOR COLLIN COUNTY, THE SUBJECT PROPERTY DOES NOT APPEAR TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA (100 YEAR FLOOD), MAP DATE 6/2/2009 COMMUNITY PANEL NO. 48085C0440J SUBJECT LOT IS LOCATED IN ZONE 'X'.
- IF THIS SITE IS NOT WITHIN AN IDENTIFIED FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
- DEVELOPMENT STANDARDS OF THIS PLAT SHALL COMPLY WITH PD ZONING ORDINANCE NUMBER 2004-09-05.
- BASIS OF BEARING - BEARINGS OF LINES SHOWN HEREON REFER TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 (NORTH CENTRAL ZONE 4202; NAD83 (2011) EPOCH 2010) AS DERIVED LOCALLY FROM ALLTERRA CENTRAL'S CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) VIA REAL TIME KINEMATIC (RTK) METHODS. AN AVERAGE COMBINATION FACTOR OF 1.0001471 WAS USED TO SCALE GRID COORDINATES AND DISTANCES TO SURFACE.

OWNER:  
BEAR CREEK COMMERCIAL PROPERTIES, LP  
2101 CEDAR SPRINGS ROAD, SUITE 600  
DALLAS, TEXAS 75201  
214-880-8400  
CONTACT: CARTER W. HUNT

ENGINEER:  
VASQUEZ ENGINEERING, L.L.C.  
JUAN VASQUEZ  
1919 S. SHILOH RD, SUITE 440  
GARLAND, TEXAS 75042  
972-278-2948  
JVASQUEZ@VASQUEZENGINEERING.COM



**LEGEND**

SQ. FT. - SQUARE FEET  
CC# - COUNTY CLERK'S FILE NUMBER  
O.P.R.C.C.T. - OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS  
YCRIF - IRON ROD FOUND WITH YELLOW PLASTIC CAP  
IRS - IRON ROD SET W/ "PEISER & MANKIN SURV" RED PLASTIC CAP  
RCRIF - IRON ROD FOUND WITH RED PLASTIC CAP  
VOL. - VOLUME  
PG. - PAGE

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

THAT BEAR CREEK COMMERCIAL PROPERTIES, LP, ACTING BY AND THROUGH ITS DULY AUTHORIZED AGENT, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED PROPERTY AS HIGHWAY 205 TRACT, PHASE 2, AN ADDITION TO THE CITY OF LAVON, TEXAS AND DOES HERBY DEDICATE TO THE PUBLIC USE, INCLUDING THE USE BY BEAR CREEK SPECIAL UTILITY DISTRICT, FOREVER, THE STREETS AND EASEMENTS SHOWN HEREON. BEAR CREEK COMMERCIAL PROPERTIES, LP, DOES HEREBY CERTIFY THE FOLLOWING:

- THE STREETS, ALLEY AND RIGHT OF WAYS ARE DEDICATED TO THE CITY OF LAVON FOR STREET AND ALLEY PURPOSES.
- ALL PUBLIC IMPROVEMENTS AND DEDICATIONS SHALL BE FREE AND CLEAR OF ALL DEBTS, LIENS, AND/OR ENCUMBRANCES.
- THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN ARE DEDICATED FOR THE PUBLIC USE, INCLUDING SPECIFICALLY FOR THE CITY OF LAVON OR BEAR CREEK SPECIAL UTILITY DISTRICT, FOREVER FOR THE PURPOSES INDICATED ON THE PLAT.
- NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE EASEMENTS IF APPROVED BY THE CITY OF LAVON.
- THE CITY OF LAVON AND BEAR CREEK SPECIAL UTILITY DISTRICT ARE NOT RESPONSIBLE FOR REPLACING ANY IMPROVEMENTS IN, UNDER OR OVER ANY EASEMENTS CAUSED BY MAINTENANCE OR REPAIR.
- UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL AND ACCOMMODATIONS OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC AND CITY OF LAVON.
- THE CITY OF LAVON, BEAR CREEK SPECIAL UTILITY DISTRICT, AND PUBLIC UTILITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTH WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN THE EASEMENTS.
- THE CITY OF LAVON, BEAR CREEK SPECIAL UTILITY DISTRICT, AND PUBLIC UTILITIES SHALL AT ALL TIMES HAVE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OR PROCURING PERMISSION FROM ANYONE.
- ALL MODIFICATIONS TO THIS DOCUMENT SHALL BE BY MEANS OF PLAT AND APPROVED BY THE CITY OF LAVON, UNLESS SAID MODIFICATIONS PERTAIN TO BEAR CREEK SPECIAL UTILITY DISTRICT SHALL ALSO REVIEW AND APPROVE.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS OF THE CITY OF LAVON, TEXAS.

WITNESS MY HAND, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

CARTER W. HUNT, VICE PRESIDENT OF HUNT LAND HOLDINGS, LLC  
GENERAL PARTNER OF BEAR CREEK COMMERCIAL PROPERTIES, LP

STATE OF TEXAS~  
COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED CARTER W. HUNT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AT \_\_\_\_\_, TEXAS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
SURVEYOR'S STATEMENT

I, TIMOTHY R. MANKIN, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF TEXAS, AFFIRM THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION, FROM RECORDED DOCUMENTATION, EVIDENCE COLLECTED ON THE GROUND DURING FIELD OPERATIONS AND OTHER RELIABLE DOCUMENTATION.

PRELIMINARY ONLY, NOT FOR RECORDING  
TIMOTHY R. MANKIN DATE \_\_\_\_\_  
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6122

STATE OF TEXAS:  
COUNTY OF TARRANT:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED TIMOTHY R. MANKIN, KNOWN TO ME TO BE THE PERSON OR PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY HEREIN STATED AND THE ACT AND DEED OF SAID DOCUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

NOTARY PUBLIC IN AND FOR TARRANT COUNTY, TEXAS

**FINAL PLAT**  
**HIGHWAY 205 TRACT, PHASE 2**  
1 COMMERCIAL LOT  
LOT 2, BLOCK A  
1.559 ACRES OUT OF THE WAS BOHANNAN SURVEY, ABSTRACT NO. 121  
CITY OF LAVON, COLLIN COUNTY, TEXAS

JOB NO.: 23-0109		<b>PEISER &amp; MANKIN SURVEYING, LLC</b> www.peisersurveying.com	COMMERCIAL RESIDENTIAL BOUNDARIES TOPOGRAPHY MORTGAGE		SHEET
DATE: 06/13/2023					1
FIELD DATE: 5/30/2023	1612 HART STREET, SUITE 201 SOUTHLAKE, TEXAS 76092	817-481-1806 (O)			OF
SCALE: 1" = 30'	J.D.H.	J.B.W.			1
FIELD: J.D.H.	J.B.W.	T.R.M.			1
DRAWN: J.B.W.	T.R.M.				
CHECKED: T.R.M.	tmankin@peisersurveying.com	FIRM No. 100999-00	Member Since 1977		



# CITY OF LAVON

## Agenda Brief

**MEETING: November 5, 2024**

**ITEM: 6 - F**

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**Item:**

CONSENT AGENDA

Approve the preliminary plat of the Elevon, Section 2, Phase 2F Addition consisting of 98 residential lots and 6 common area lots on 52.063 acres out of the Samuel M. Rainer Survey, Abstract No. 740 generally situated south of and adjacent to the Northeast Texas Rural Rail Transportation District (NETEX) right-of-way and north of Elevon Section 2, Phases 2A, 2C and 2E in the extraterritorial jurisdiction of the City of Lavon, Collin County, Texas, (CCAD Property ID 2850242).

Application Information

- Owner(s):** MA Elevon 429, LLC
- Applicant:** JBI Partners
- Location:** Samuel M. Rainer Survey, Abstract No. 740, generally situated south of and adjacent to the Northeast Texas Rural Rail Transportation District (NETEX) right-of-way and north of Elevon Section 2, Phases 2A, 2C and 2E
- Description:** Approximately 52.063 acres, Samuel M. Rainer Survey, Abstract No. 740, City of Lavon extraterritorial jurisdiction (ETJ), Collin County, Texas, (CCAD Parcel ID 2850242)
- Current Zoning:** No zoning in the ETJ
- Request:** Preliminary Plat

Request Details

The applicant is seeking approval of the preliminary plat of a subdivision consisting of 98 residential lots and 6 open spaces on approximately 52 acres. The site will be developed in accordance with a concept plan and design guidelines as provided in an Amended and Restated Development Agreement. The parcel is presently situated in a Municipal Utility District (MUD) and will be disannexed from the MUD and annexed into the City upon the sale of Public Improvement District Special Assessment Revenue Bonds.

**Code Excerpts:**

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

PLAT REQUIRED. (a) The owner of a tract of land located within the limits or in the extraterritorial jurisdiction of a municipality who divides the tract in two or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared. A division of a tract under this subsection includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method. A division of land under this subsection does not include a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated.

The preliminary plat is prepared in accordance with the design guidelines of the Development Agreement and in accordance with the City’s Subdivision Ordinance. **The proposed project contains block lengths that exceed the length permitted in the development agreement and subdivision regulations and for which a waiver was granted by the City Council on October 15, 2024.**

Water

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

Sewer

The development will be served by the City of Lavon.

Roads

Access will be taken in two locations from Elevon, Section 2. There are no access connections crossing NETEX. A Traffic Impact Analysis was prepared and reviewed.

Parks and Trails

The site will contain appropriate pedestrian connections.

Floodplain and Drainage

The conceptual drainage plans have been reviewed by the city engineer.

The application and plans generally satisfy the criteria for approval.

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

**MOTION: RECOMMEND APPROVAL OF THE ELEVON, SECTION 2, PHASE 2F ADDITION CONSISTING OF 98 RESIDENTIAL LOTS AND 6 COMMON AREA LOTS ON 52.063 ACRES OUT OF THE SAMUEL M. RAINER SURVEY, ABSTRACT NO. 740 GENERALLY SITUATED SOUTH OF AND ADJACENT TO THE NORTHEAST TEXAS RURAL RAIL TRANSPORTATION DISTRICT (NETEX) RIGHT-OF-WAY AND NORTH OF ELEVON SECTION 2, PHASES 2A, 2C AND 2E IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF LAVON, COLLIN COUNTY, TEXAS.**

MOTION MADE: NABORS  
SECONDED: COX  
APPROVED: UNANIMOUS

***Staff Notes:***

The proposed site plan was reviewed by the city engineer, planning consultant, and staff development review committee (DRC).

Approval of the preliminary plat is recommended, subject to the city engineer's final approval.

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



## CITY OF LAVON

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

### PLAT APPLICATION

Incomplete applications will not be accepted.

<b>Company Making Submission</b>			<b>Property Owner</b>		
Name: <u>  JBI Partners  </u>			Name: <u>  MA Elevon 429, LLC  </u>		
Address: <u>  2121 Midway Road, Suite 300  </u>			Address: <u>  2121 Midway Road, Suite 240  </u>		
City/State/Zip: <u>  Carrollton/TX/75006  </u>			City/State/Zip: <u>  Carrollton/TX/75006  </u>		
Phone #: <u>  972.738.0243  </u>		Fax #: _____	Phone # <u>  972.715.6421  </u>		Fax # _____
Authorized Person: <u>  Daniel Dewey, P.E.  </u>			Authorized Person: <u>  Allen Jones  </u>		
<b>Type of Submission</b>		<b>Date</b>	<b>Check List of Items Submitted</b>		
<input checked="" type="checkbox"/> Preliminary Plat (Elevon Section 2, Phase 2F)		<u>  6/13/2024  </u>	<input type="checkbox"/> (two) full size sets of plats (24x36)		
<input type="checkbox"/> Final Plat			<input type="checkbox"/> (two) full size construction sets (24x36)		
<input type="checkbox"/> Re-Submittal			<input type="checkbox"/> (one) half size sets of plats (11x17)		
<input type="checkbox"/> Construction Plans			<input type="checkbox"/> (ten) half size sets of plats with final submission (11x17)		
<input type="checkbox"/> Other (eg. Replat; Development Plat; Short-Form Plat)			<input checked="" type="checkbox"/> (one) PDF plats (on separate CD's) <span style="float: right;">Via MyGov</span>		
			<input type="checkbox"/> (one) PDF construction plans (can be included on plat CD)		
<b>Application Fees</b>					
Preliminary Plat		Per Fee Schedule			
Final Plat		Per Fee Schedule			
Re-Plat		Per Fee Schedule			
Public Infrastructure Inspection		Per Fee Schedule			
<p>To complete the plat please sign up as a collaborator in the MyGov system <a href="https://public.mygov.us/lavon_tx">https://public.mygov.us/lavon_tx</a> request access to the City of Lavon. Make a new request for the plat and upload these forms along with plans.</p>					
<p><b>NOTICE TO APPLICANT:</b> Any approval will be issued based on the information furnished in this application and on any submitted plats. It is subject to the provisions and requirements of the City of Lavon Code of Ordinances and any other applicable ordinances of the City, regardless of information and/or plans submitted.</p>					
Authorized Representative (Printed Name) <u>  Daniel Dewey, P.E.  </u>		Authorized Representative (Signature) 			Date: <u>  6-14-2024  </u>
<b>To be completed by the City</b>					
In Takers Name: _____					
In takers Review Date:	PW Review Date:	COO Review Date:	Engineer Review Date:	P&Z Review Date:	Council Action Date:
<input type="checkbox"/> Accepted	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved
<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected
Comments: _____					



**CITY OF LAVON**

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

**PLAT APPLICATION**

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

**Authorization of Representation**

Date: 6/13/24

To the City of Lavon  
Collin County, Texas

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

[Signature]  
Signature (Owner)

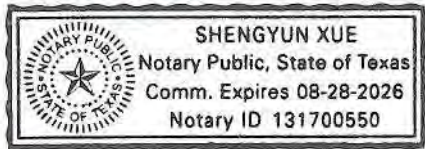
\_\_\_\_\_  
Signature (Owner)

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

The State of Texas  
County of Dallas

Before me, the undersigned authority, appeared Allen Jones,  
on this the 13<sup>th</sup> day of June, 2024.

[Signature]  
\_\_\_\_\_  
Notary Public in and for Dallas County, Texas



(notary seal)



**CITY OF LAVON**

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

**PLAT APPLICATION**

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

**Declaration of Ownership**

Date: 6/13/24

To the City of Lavon  
Collin County, Texas

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

[Signature]  
Signature (Owner)

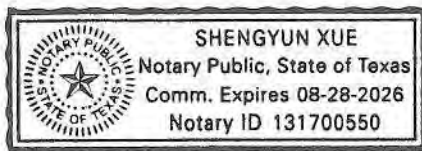
\_\_\_\_\_  
Signature (Owner)

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

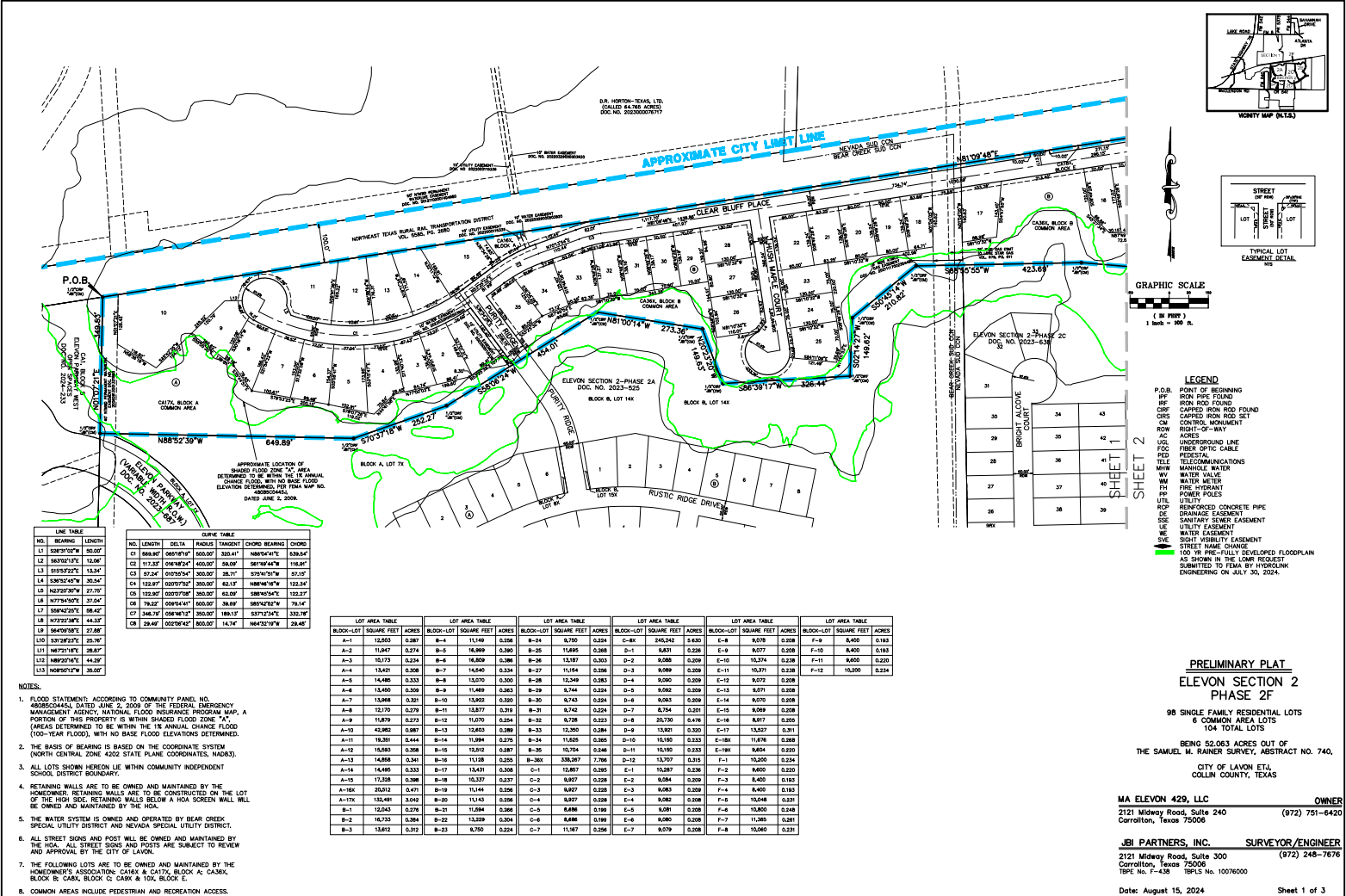
The State of Texas  
County of Dallas

Before me, the undersigned authority, appeared Allen Jones,  
on this the 13<sup>th</sup> day of June, 2024.

[Signature]  
\_\_\_\_\_  
Notary Public in and for Dallas County, Texas

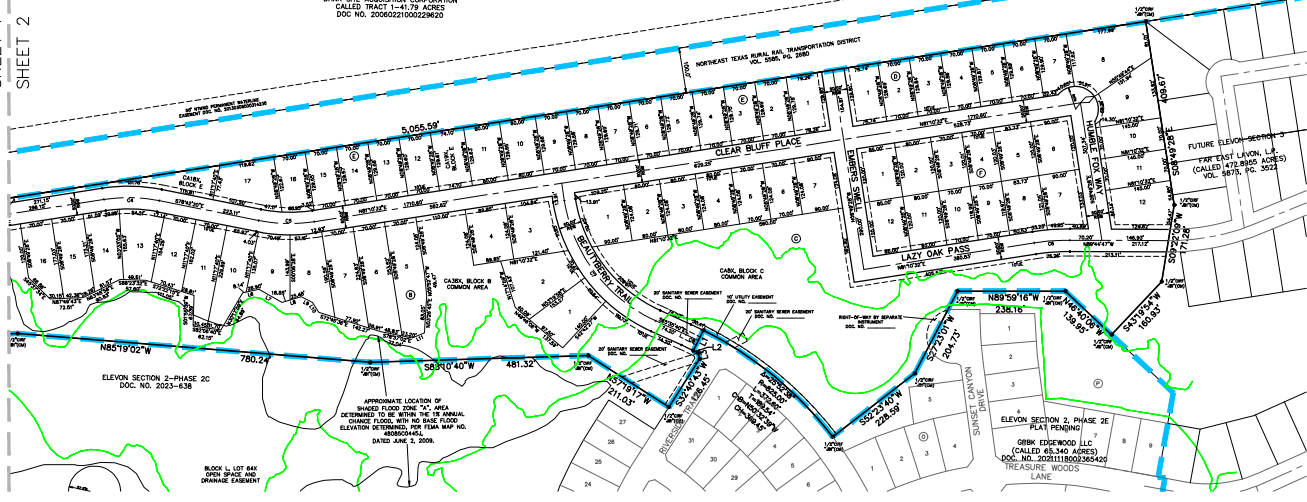


(notary seal)



BANK SITE ACQUISITION CORPORATION  
CALLED TRACT 1-41.79 ACRES  
DOC NO. 200602100204203

APPROXIMATE CITY LIMIT LINE



- LEGEND**
- P.O.B. POINT OF BEGINNING
  - RF IRON PIPE FOUND
  - RF IRON ROD FOUND
  - CRS CAPPED IRON ROD SET
  - CM CONTROL MONUMENT
  - ROW AC RIGHT-OF-WAY
  - UL UNDERGROUND LINE
  - FOC FREE OPTIC CABLE
  - TEL TELECOMMUNICATIONS
  - PEDESTRA PEDESTAL
  - MW MANHOLE WATER
  - WW WATER WELLS
  - FW FIRE HYDRANT
  - FW FIRE WELLS
  - UTL UTILITY
  - RCP REINFORCED CONCRETE PIPE
  - DE DRAINAGE EASEMENT
  - SE SANITARY SEWER EASEMENT
  - WE WATER EASEMENT
  - SVE SIGHT VISIBILITY EASEMENT
  - STREET NAME CHANGE
  - 100 YR PRE-FULLY DEVELOPED FLOODPLAIN AS SHOWN IN THE LAMP REQUEST SUBMITTED TO FEMA BY HYDROLINK ENGINEERING ON JULY 30, 2004.

**LINE TABLE**

NO.	BEARING	LENGTH	NO.	LENGTH	DELTA	ANGLE	CHORD BEARING	CHORD
L1	S28°27'31"W	80.00'	01	689.80'	S01°01'11"E	800.00'	S28°27'31"W	838.64'
L2	S81°07'07"E	12.96'	02	117.23'	S01°04'24"E	800.00'	S81°07'07"E	116.91'
L3	S23°02'07"E	13.86'	03	117.23'	S01°04'24"E	800.00'	S23°02'07"E	121.07'
L4	S35°54'24"W	30.54'	04	122.87'	S02°07'37"E	800.00'	S35°54'24"W	122.87'
L5	N32°02'57"W	27.72'	05	78.22'	S02°04'14"E	800.00'	N32°02'57"W	78.14'
L6	N73°24'07"E	65.24'	06	146.39'	S01°04'24"E	800.00'	N73°24'07"E	146.39'
L7	S88°09'47"E	18.40'	07	26.48'	S02°04'14"E	800.00'	S88°09'47"E	26.48'
L8	N73°24'07"E	44.32'	08	26.48'	S02°04'14"E	800.00'	N73°24'07"E	26.48'
L9	S88°09'47"E	27.88'	09	146.39'	S01°04'24"E	800.00'	S88°09'47"E	146.39'
L10	S23°02'07"E	25.76'	10	146.39'	S01°04'24"E	800.00'	S23°02'07"E	146.39'
L11	N89°07'07"E	58.87'	11	146.39'	S01°04'24"E	800.00'	N89°07'07"E	146.39'
L12	N89°07'07"E	44.32'	12	146.39'	S01°04'24"E	800.00'	N89°07'07"E	146.39'
L13	N89°07'07"E	26.50'	13	146.39'	S01°04'24"E	800.00'	N89°07'07"E	146.39'

**LOT AREA TABLE**

LOT AREA TABLE	LOT AREA TABLE	LOT AREA TABLE	LOT AREA TABLE	LOT AREA TABLE	LOT AREA TABLE
BLOCK-LOT SQUARE FEET ACRES	BLOCK-LOT SQUARE FEET ACRES	BLOCK-LOT SQUARE FEET ACRES	BLOCK-LOT SQUARE FEET ACRES	BLOCK-LOT SQUARE FEET ACRES	BLOCK-LOT SQUARE FEET ACRES
A-1 15,003 0.343	B-4 11,149 0.256	B-24 9,750 0.224	D-8X 245,242 5.630	E-8 9,078 0.208	F-9 8,400 0.193
A-2 15,947 0.371	B-5 10,990 0.250	B-25 11,895 0.268	D-1 9,831 0.228	E-9 9,877 0.228	F-10 8,400 0.193
A-3 10,773 0.244	B-6 16,009 0.366	B-26 15,187 0.353	D-2 9,088 0.209	E-10 10,374 0.238	F-11 8,400 0.193
A-4 13,421 0.308	B-7 15,430 0.354	B-27 10,154 0.232	D-3 9,088 0.209	E-11 10,374 0.238	F-12 10,900 0.249
A-5 14,485 0.333	B-8 13,070 0.300	B-28 10,349 0.238	D-4 9,088 0.209	E-12 9,078 0.208	
A-6 13,450 0.309	B-9 11,489 0.263	B-29 9,744 0.224	D-5 9,088 0.209	E-13 9,078 0.208	
A-7 13,988 0.321	B-10 13,502 0.309	B-30 9,743 0.224	D-6 9,088 0.209	E-14 9,078 0.208	
A-8 12,070 0.279	B-11 13,877 0.319	B-31 9,742 0.224	D-7 9,754 0.224	E-15 9,078 0.208	
A-9 11,879 0.273	B-12 11,070 0.254	B-32 9,738 0.223	D-8 20,730 0.476	E-16 8,917 0.205	
A-10 12,942 0.297	B-13 12,963 0.298	B-33 12,200 0.281	D-9 13,921 0.319	E-17 13,927 0.319	
A-11 19,301 0.444	B-14 11,964 0.276	B-34 11,923 0.280	D-10 10,100 0.233	E-18X 11,879 0.268	
A-12 11,993 0.280	B-15 12,612 0.287	B-35 10,704 0.246	D-11 10,100 0.233	E-19X 8,400 0.193	
A-13 14,890 0.341	B-16 11,128 0.256	B-36X 338,267 7.769	D-12 13,707 0.315	F-1 10,300 0.234	
A-14 14,498 0.333	B-17 13,437 0.308	C-1 12,887 0.295	E-1 10,387 0.238	F-2 8,400 0.193	
A-15 17,228 0.396	B-18 10,327 0.237	C-2 9,927 0.228	E-2 9,084 0.209	F-3 8,400 0.193	
A-16X 28,512 0.651	B-19 11,144 0.256	C-3 9,927 0.228	E-3 9,083 0.209	F-4 8,400 0.193	
A-17X 10,491 0.242	B-20 12,432 0.286	C-4 9,927 0.228	E-4 9,082 0.208	F-5 10,948 0.251	
B-1 12,543 0.278	B-21 11,954 0.266	C-5 9,886 0.228	E-5 9,081 0.208	F-6 10,900 0.249	
B-2 14,723 0.334	B-22 13,229 0.304	C-6 8,886 0.199	E-6 9,080 0.208	F-7 11,385 0.261	
B-3 13,812 0.312	B-23 9,750 0.224	C-7 11,187 0.256	E-7 9,079 0.208	F-8 10,900 0.249	

- NOTES:**
- FLOOD STATEMENT: ACCORDING TO COMMUNITY PANEL NO. 4805054451, DATED JUNE 2, 2009 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM MAP, A PORTION OF THIS PROPERTY IS WITHIN SHADDED FLOOD ZONE "A", (AREAS DETERMINED TO BE WITHIN THE 1% ANNUAL CHANCE FLOOD (100-YEAR FLOOD), WITH NO BASE FLOOD ELEVATIONS DETERMINED).
  - THE BASIS OF BEARING IS BASED ON THE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4302 STATE PLANE COORDINATES, NAD83).
  - ALL LOTS SHOWN HEREON LE WITHIN COMMUNITY INDEPENDENT SCHOOL DISTRICT BOUNDARY.
  - RETAINING WALLS ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNER. RETAINING WALLS ARE TO BE CONSTRUCTED ON THE LOT OF THE HIGH SIDE. RETAINING WALLS BELOW A HOA SCREEN WALL WILL BE OWNED AND MAINTAINED BY THE HOA.
  - THE WATER SYSTEM IS OWNED AND OPERATED BY BEAR CREEK SPECIAL UTILITY DISTRICT AND NEVADA SPECIAL UTILITY DISTRICT.
  - ALL STREET SIGNS AND POSTS WILL BE OWNED AND MAINTAINED BY THE HOA. ALL STREET SIGNS AND POSTS ARE SUBJECT TO REVIEW AND APPROVAL BY THE CITY OF LAVON.
  - THE FOLLOWING LOTS ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION: CATEX & CATEX, BLOCK A; CATEX, BLOCK B; CATEX, BLOCK C; CATEX & CATEX, BLOCK E.
  - COMMON AREAS INCLUDE PEDESTRIAN AND RECREATION ACCESS.

**PRELIMINARY PLAT**  
**ELEVON SECTION 2**  
**PHASE 2F**  
98 SINGLE FAMILY RESIDENTIAL LOTS  
6 COMMON AREA LOTS  
104 TOTAL LOTS  
BEING 52,083 ACRES OUT OF  
THE SAMUEL H. RABNER SURVEY, ABSTRACT NO. 740,  
CITY OF LAVON ETL  
COLLIN COUNTY, TEXAS

**MA ELEVON 429, LLC** OWNER  
2121 Midway Road, Suite 240  
Carrollton, Texas 75006 (972) 751-6420

**JB PARTNERS, INC.** SURVEYOR/ENGINEER  
2121 Midway Road, Suite 300  
Carrollton, Texas 75006 (972) 248-7676  
TSP# No. F-438 TRPLS No. 10076000

Date: August 15, 2024 Sheet 2 of 3

LEGAL DESCRIPTION

Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rahn Survey, Abstract Number 740, and being a part of that called 429.321 acre tract of land described in deed to MA ELEVON 429, LLC as recorded in Document Number 202111602334540, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a one-half inch iron rod with yellow cap stamped 'JB' found at the northwest corner of said 429.321 acre tract, said point also being in the south right-of-way line of that tract of land described in deed to Northeast Texas Rural Roll Transportation District as recorded in Volume 5585, Page 2680, Official Public Records of Collin County, Texas;

THENCE North 81 degrees 09 minutes 48 seconds East, 5,055.59 feet along the north line of said 429.321 acre tract and along the south right-of-way line of said Northeast Texas Rural Roll Transportation District to a one-half inch iron rod with yellow cap stamped 'JB' found for corner at the northeast corner of said 429.321;

THENCE along the east line of said 429.321 acre tract as follows: South 09 degrees 48 minutes 29 seconds East, 409.87 feet to a one-half inch iron rod with yellow cap stamped 'JB' found for corner; South 09 degrees 22 minutes 09 seconds West, 171.28 feet to a one-half inch iron rod with yellow cap stamped 'JB' found for corner; South 43 degrees 19 minutes 54 seconds West, 160.93 feet to a one-half inch iron rod with yellow cap stamped 'JB' found for corner, said point being in the north line of that tract of land described in deed to DRBK EDENWOOD LLC, as recorded in Document Number 202111800234540, Official Public Records of Collin County, Texas;

THENCE along the north line of said 65.340 acre tract as follows: North 45 degrees 40 minutes 50 seconds West, 139.82 feet to a one-half inch iron rod with yellow cap stamped 'JB' found for corner; North 89 degrees 29 minutes 10 seconds West, 238.16 feet to a one-half inch iron rod with yellow cap stamped 'JB' found for corner; North 27 degrees 23 minutes 01 seconds West, 204.79 feet to a one-half inch iron rod with yellow cap stamped 'JB' found for corner; North 52 degrees 23 minutes 40 seconds West, 228.69 feet to a one-half inch iron rod with yellow cap stamped 'JB' found for corner; Northwestwly, 372.60 feet along a curve to the left, having a central angle of 25 degrees 32 minutes 38 seconds, a radius of 825.00, a tangent of 199.54 feet and whole chord bears North 50 degrees 32 minutes 39 seconds West, 369.45 feet to a one-half inch iron rod with yellow cap stamped 'JB' found for corner;

South 26 degrees 31 minutes 02 seconds West, 80.00 feet to a one-half inch iron rod with yellow cap stamped 'JB' found for corner; South 63 degrees 02 minutes 12 seconds East, 12.06 feet to a one-half inch iron rod with yellow cap stamped 'JB' found for corner; North 15 degrees 03 minutes 22 seconds East, 15.34 feet to a one-half inch iron rod with yellow cap stamped 'JB' found for corner; South 32 degrees 40 minutes 43 seconds West, 126.45 feet to a one-half inch iron rod with yellow cap stamped 'JB' found for corner, said point being in the north line of Lot 644, Block L, Elevation Section 2-Phase 2c, an addition to the City of Lorton as recorded in Document Number 2023-438, Official Public Records of Collin County, Texas;

THENCE along the north line of said Lot 644 as follows: North 57 degrees 19 minutes 17 seconds West, 281.03 feet to a one-half inch iron rod with yellow cap stamped 'JB' found for corner; South 88 degrees 10 minutes 40 seconds West, 481.92 feet to a one-half inch iron rod with yellow cap stamped 'JB' found for corner; North 85 degrees 19 minutes 02 seconds West, 780.24 feet to a one-half inch iron rod with yellow cap stamped 'JB' found for corner; South 88 degrees 55 minutes 50 seconds West, 423.69 feet to a one-half inch iron rod with yellow cap stamped 'JB' found for corner. In the north line of Lot 14X, Block B, Elevation Section 2-Phase 2A, an addition to the City of Lorton as recorded in Document Number 2023-525, Official Public Records of Collin County, Texas;

THENCE along the north line of said Lot 14X as follows: South 50 degrees 45 minutes 14 seconds West, 210.82 feet to a one-half inch iron rod with yellow cap stamped 'JB' found for corner; South 02 degrees 14 minutes 22 seconds West, 148.82 feet to a one-half inch iron rod with yellow cap stamped 'JB' found for corner; South 86 degrees 39 minutes 14 seconds West, 326.46 feet to a one-half inch iron rod with yellow cap stamped 'JB' found for corner; North 20 degrees 23 minutes 20 seconds West, 198.63 feet to a one-half inch iron rod with yellow cap stamped 'JB' found for corner; North 81 degrees 02 minutes 14 seconds West, 273.36 feet to a one-half inch iron rod with yellow cap stamped 'JB' found for corner; South 58 degrees 06 minutes 24 seconds West, 454.01 feet to a one-half inch iron rod with yellow cap stamped 'JB' found for corner, said point being in the north line of said Lot 7X of said Elevation Section 2-Phase 2A;

THENCE along the north line of said Lot 7X as follows: South 70 degrees 37 minutes 18 seconds West, 252.27 feet to a one-half inch iron rod with yellow cap stamped 'JB' found for corner; North 88 degrees 52 minutes 39 seconds West, 649.89 feet to a one-half inch iron rod with yellow cap stamped 'JB' found for corner, said point being in the east line of said 429.321 acre tract, said point being at the northeast corner of Lot 1X, Block A, Elevation Parkway, an addition to the City of Lorton as recorded in Document Number 2023-487, Official Public Records of Collin County, Texas, said point also being in the east line of Common Area 1, Block B, Elevation Parkway West Open Spaces, an addition to the City of Lorton as recorded in Document Number 2024-233, Official Public Records of Collin County, Texas;

THENCE North 01 degree 07 minutes 21 seconds East, 349.53 feet along the west line of said 429.321 acre tract and along the east line of said Common Area 1 to the POINT OF BEGINNING and containing 2,287,870 square feet or 52,003 acres of land.

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

DEDICATION STATEMENT

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That MA ELEVON 429, LLC, acting herein by and through its duly-authorized officers, does hereby adopt this plat designating the herein above described property as ELEVON SECTION 2, PHASE 2c, an addition to the City of Lorton (Lorton), Collin County, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, drives, and public use areas shown hereon, and does hereby dedicate the easements shown on this plat for the purposes indicated to the public use forever, said dedications being free and clear of all such other encumbrances, except as shown hereon. No buildings, fences, trees, shrubs, or other improvements shall be constructed or placed upon, or across the easements on said plat. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use the same under the easements herein the use to a particular utility or utilities, said use by public utilities being subordinate to the public's and City of Lorton use thereof. The City of Lorton and any public utility shall have the right to remove and keep removed all or part of any building, fence, trees, shrubs or other improvements or growths which in any way encroach or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements and the City of Lorton or any public utility shall at all times have the right of ingress and egress to and from and upon any of said easements for the purpose of constructing, reconstructing, inspecting, protecting, maintaining, and adding to or renewing all or part of its respective system without the necessity of any time of procuring the permission of anyone.

All utility easements delineated by this plat shall also include an additional area of working space for construction, reconstruction, addition, enlargement, and maintenance of manholes, chambers, fire hydrants, water service and wastewater service from the point to the end of payment line.

- 1. The water system located within the Bear Creek Special Utility District (BCSUD) shall be owned and operated by BCSUD and construction related to water service shall be done per BCSUD's specifications and general notes. The water system located within the Nevada Special Utility District (NSUD) shall be owned and operated by NSUD and construction related to water service shall be done per NSUD's specifications and general notes.
2. The easements and public use areas, as shown on this plat, including specifically for the City of Lorton, BCSUD and NSUD, forever for purposes indicated on this plat.
3. The City of Lorton, BCSUD and NSUD are not responsible for reconstructing any improvements to, under or over any easements caused by maintenance or repair.
4. Utility easements may also be used for the mutual and accommodation of all public utilities desiring to use or using the same under the easements herein the use to a particular utility or utilities, said use by public utilities as being subordinate to the public's and City of Lorton use thereof.
5. The City of Lorton, BCSUD, NSUD, and public utilities shall have the right to remove and keep removed all or part of any building, fence, trees, shrubs, or other improvements or growths which may in any way encroach or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
6. City of Lorton, BCSUD, NSUD and public utilities shall at all times have the full right of ingress and egress to and from their respective easements for the purpose of constructing, reconstructing, inspecting, protecting, respective systems without the necessity of any time of procuring permission from anyone.
7. All modifications to this document shall be by means of plat and approved by the City of Lorton unless said modifications pertain to BCSUD and/or NSUD facilities, at which time BCSUD and NSUD shall also review and approve.

MA ELEVON 429, LLC, does hereby bind itself, its successors and assigns to forever warrant and defend, all and singular, the above-described streets, drives, easements and rights unto the public, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This plat approved subject to all plotting ordinances, rules, regulations and resolutions of the City of Lorton. WITNESS MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

MA ELEVON 429, LLC, a Texas limited liability company, by: MA PARTNERS, LLC, a Texas limited liability company, its Manager

Name: \_\_\_\_\_ Title: \_\_\_\_\_

STATE OF TEXAS COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the said County and State on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed therein stated.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Signature \_\_\_\_\_

This plat correctly presents the required easements and certifications required by Bear Creek Special Utility District for this development.

NAME/TITLE: \_\_\_\_\_ Date: \_\_\_\_\_

SURVEYOR'S CERTIFICATE

NOW ALL MEN BY THESE PRESENTS: That I, Mark W. Hary, RPLS, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Sub-Division Ordinance of the City of Lorton. Dated this the \_\_\_\_ day of \_\_\_\_\_, 2024.

"PRELIMINARY: THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR RELED UPON AS A FINAL SURVEY DOCUMENT."

Mark W. Hary, R.P.L.S. No. 6425

STATE OF TEXAS COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mark W. Hary, Land Surveyor, known to me to be the person whose name is subscribed to this foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public in and for the State of Texas \_\_\_\_\_

"Recommended For Approval"

Chairman, Planning and Zoning Commission Date City of Lorton, Collin County, Texas

"Approved For Preparation of Final Plat"

Mayer Date City of Lorton, Collin County, Texas

PRELIMINARY PLAT ELEVON SECTION 2 PHASE 2F

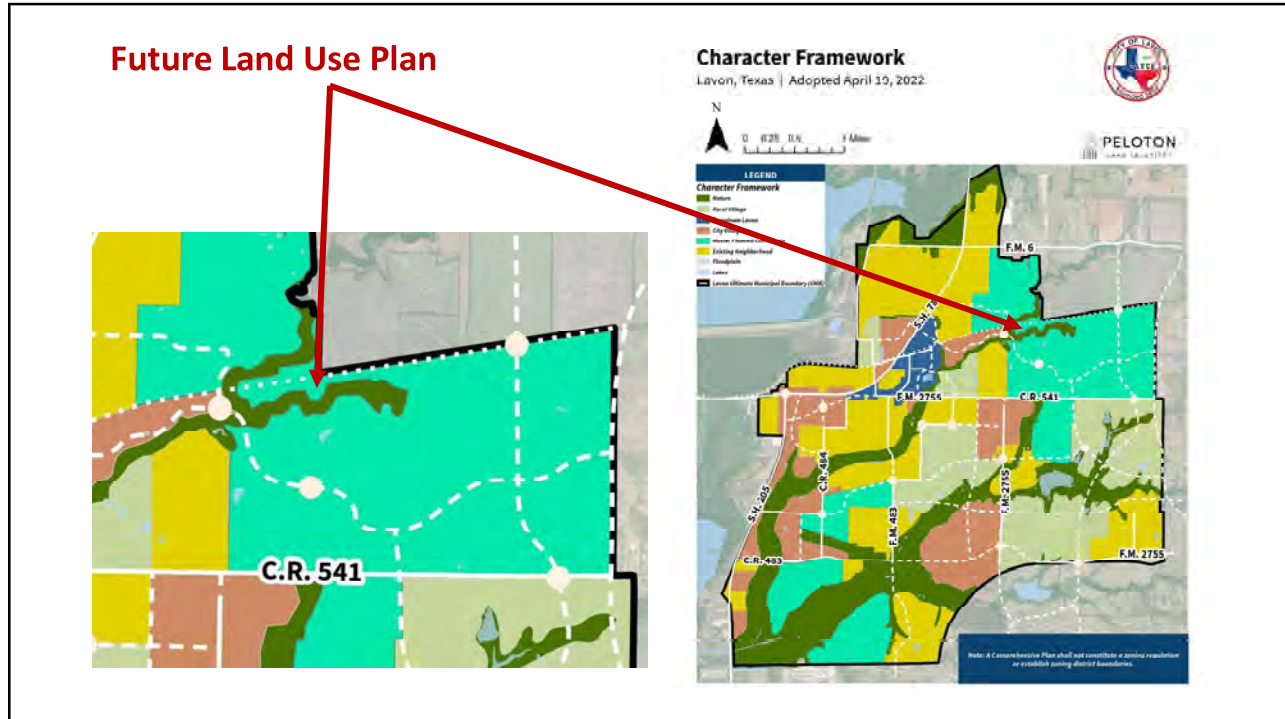
98 SINGLE FAMILY RESIDENTIAL LOTS 6 COMMON AREA LOTS 104 TOTAL LOTS

BEING 52,083 ACRES OUT OF THE SAMUEL M. RAHN SURVEY, ABSTRACT NO. 740, CITY OF LORTON ET AL, COLLIN COUNTY, TEXAS

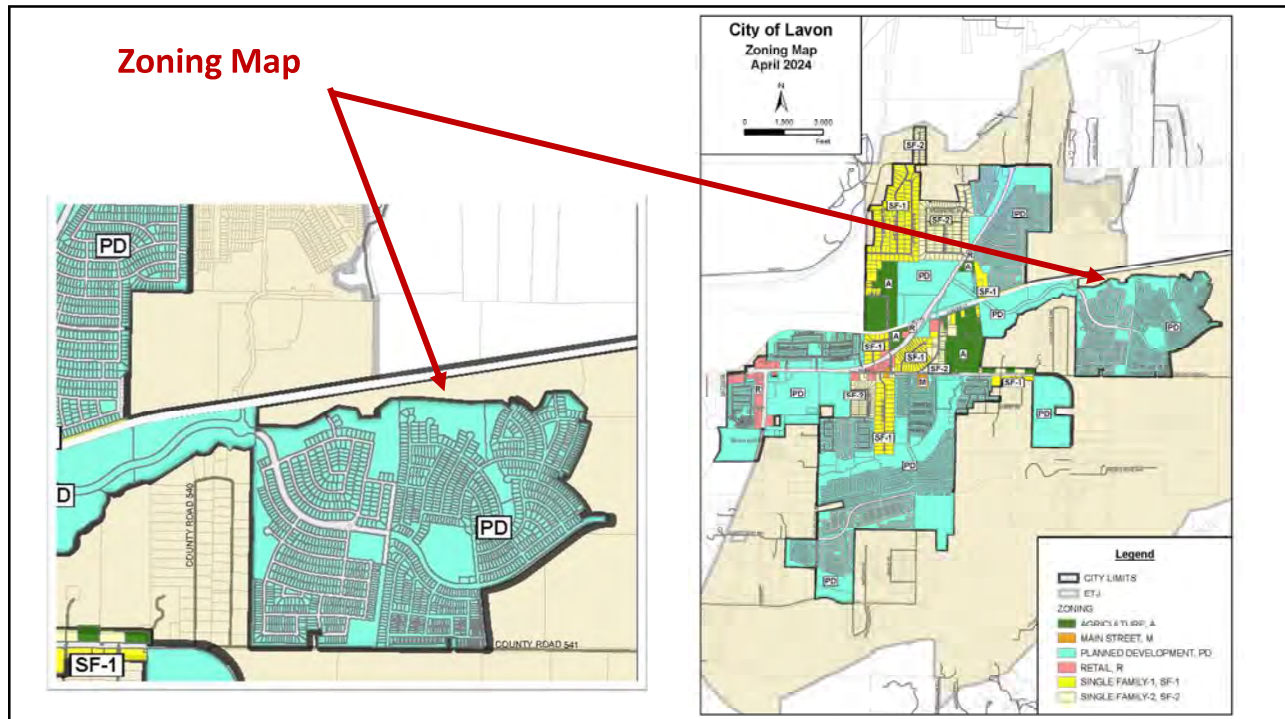
MA ELEVON 429, LLC OWNER 2121 Midway Road, Suite 240 Carrollton, Texas 75006 (972) 751-6420

JB PARTNERS, INC. SURVEYOR/ENGINEER 2121 Midway Road, Suite 300 Carrollton, Texas 75006 (972) 248-7676 TRPE No. F-430 TBPLS No. 10076000

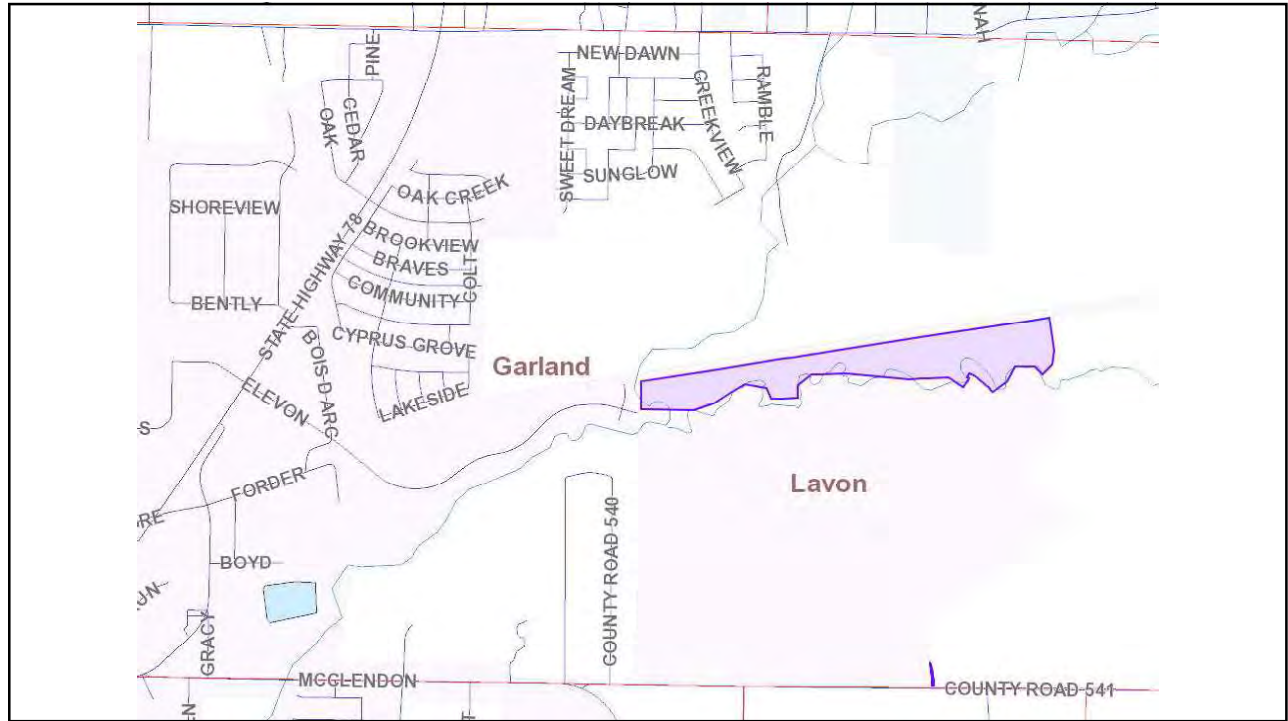
Date: August 15, 2024 Sheet 2 of 3



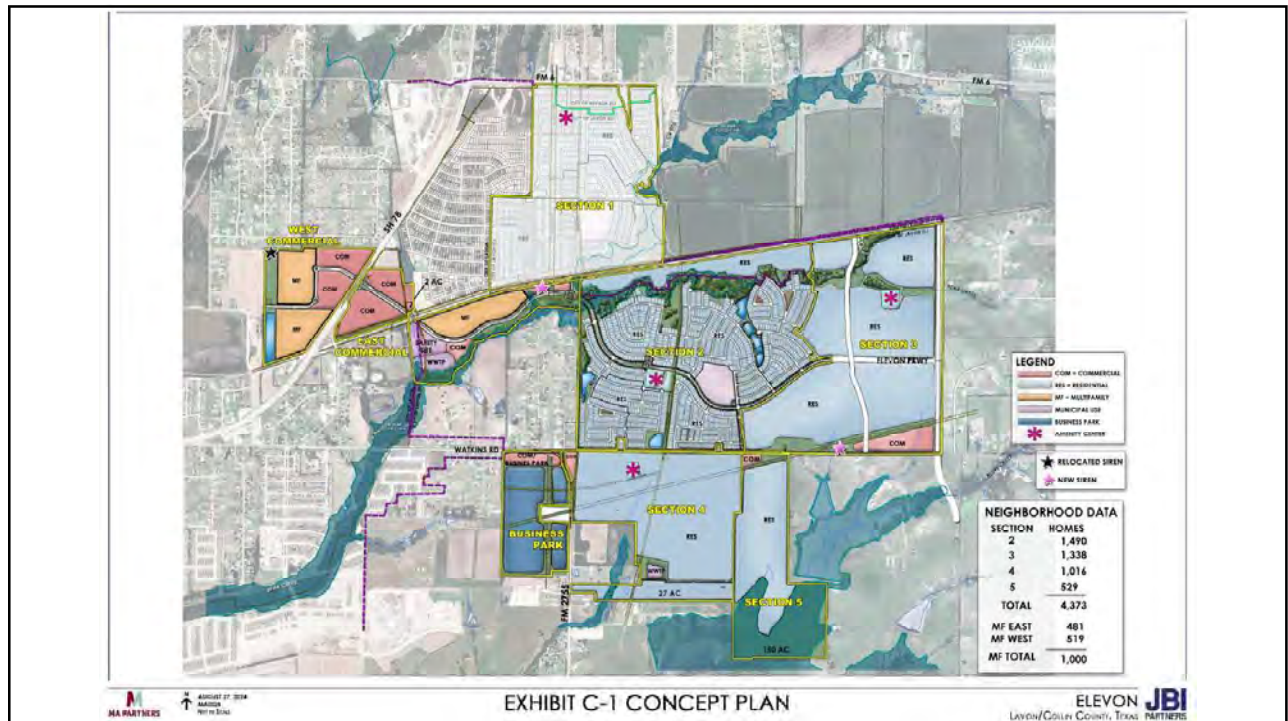
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October 18, 2024

Kim Dobbs  
City of Lavon, TX  
Via Email Delivery to [kdobbs@lavontx.gov](mailto:kdobbs@lavontx.gov)

Re: Elevon – Section 2, Phase 2F  
Preliminary Plat Review  
LJA Job No. NTP-40467  
MyGov Submittal: August 16, 2024

LJA Engineering, Inc. has reviewed the submittal referenced above, per your request, for planning- and design-related requirements.

**We have no further comments and recommend approval.**

Please do not hesitate to let us know if you have any questions.

Thank you,

A handwritten signature in black ink that reads "Abra R. Nusser". The signature is written in a cursive, flowing style.

Abra R. Nusser, AICP  
Director of Placemaking + Resilience at LJA  
Email: [anusser@lja.com](mailto:anusser@lja.com)  
Phone: 972.339.8186  
On behalf of the City of Lavon, TX

October 18, 2024

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

Re: Elevon Section 2, Elevon Phase 2F, 104 Total Lots, 52.063 Acres  
Preliminary Plat

Dear Ms. Dobbs:

As requested, we have reviewed the revised Preliminary Plat dated August 15, 2024 and revised Preliminary Engineering Plans dated August 15, 2024 as prepared by JBI Partners, Inc. for the above referenced property. The property is generally located north of Elevon Section 2, Phases 2A, 2C and 2E, and south of NETEX. Comments are based upon the Development Agreement (Resolution 2021-09-07). Comments have been provided by the City Planner. FMI comments considered should be considered supplemental to the Planner comments.


All previous comments have been satisfactorily addressed.

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

The review conducted by FMI was for the limited purpose of code and ordinance compliance review for the exclusive benefit of the City of Lavon.

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

Sincerely,  
FREEMAN-MILLICAN, INC.



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

Attachments

Cc: David Carter, Mike Jones, Danny Anthony, Abra Nusser, Tiffany McLeod

F:\17024 - LAV General Servies\9 - Review\Elevon\Section 2\Phase 2F\Sect 2 Ph 2F - Preliminary Plat - Rev 1.docx



October 8, 2024

Kim Dobbs  
City of Lavon, TX  
Via Email Delivery to [kdobbs@lavontx.gov](mailto:kdobbs@lavontx.gov)

Re: Elevon Section 2, Phase 2F Block Length Variance Request

LJA Engineering, Inc. has reviewed the variance request referenced above. Provided below is the technical review determination relating to planning- and design-related requirements. Please do not hesitate to let us know if you have any questions.

**APPLICANT REQUEST**

The applicant is proposing block lengths that exceed the maximum permitted block length (within the Elevon DA), of 1,000 feet, for Block E, within the proposed Preliminary Plat for Elevon Section 2, Phase 2F. There is a consideration and approval process that was outlined in the recently amended Elevon DA to address special circumstances for specific blocks that divides them into two categories: Minor Modifications (Staff approval) and Major Modifications (City Council approval). The applicant is requesting a Major Modification due to the northern boundary being adjacent to NETEX right-of-way and the southern boundary being adjacent to floodplain and a wooded area. The adjacency to NETEX creates challenges with roadway access locations and future roadway connections that would otherwise be possible to the north. The floodplain to the south further influences the design of the block that would be approximately 1,800 feet but would have two proposed Common Areas within Block E to provide areas for any future pedestrian connectivity and to provide relief of the otherwise continuous row of single-family lots (Lots 1-17) to less than 1,000 feet.

**RELEVANT REGULATORY STANDARDS**

The amended and restated Elevon Development Agreement requires a maximum block length of 1,000 feet but allows the following modifications:

“...

*b. Minor Modifications:*

*The following Minor Modifications can be considered by the City Manager or their designee, upon request, and shall result in blocks of no greater than 1,400 feet and shall include mid-block pedestrian access (minimum 10 feet wide with a sidewalk) when they exceed the 1,000-foot standard:*

- i. Where there is a block along perimeter of a proposed subdivision, which backs to floodplain not utilized for open space or some other unusable area;*
- ii. Where there is a block along the perimeter of a proposed subdivision, adjacent to a collector or arterial roadway;*
- iii. Where a unique, topographical, or site-specific feature(s) is or will be present and would result in unreasonable required access; **or***
- iv. Where there is a unique circumstance in the area, the land, or a proposed*

*neighborhood that results in a demonstrated need for a block of up to 1,400 feet.*

c. Major Modifications:

1. *The City Council is responsible for reviewing Major Modification requests that do not qualify for Staff approval, and to review appeals of Staff decisions/interpretations.*
2. *The City Council's decision to approve or deny a request for a Modification to this standard shall be based on the following considerations:*

*(A) The physical conditions of the property, such as steep slopes, floodplain, drainage, property shape, make compliance to the specific standard physically impossible, and this hardship is not created by the applicant; **or***

*(B) The following three considerations together:*

- i. *applicant presents an alternative means of compliance that clearly demonstrates how the exception to the standard would equal or exceed the existing standard in terms of achieving connectivity, providing travel choice, and achieving neighborhood walkability; **and***
- ii. *The Modification will not significantly impact adjacent property owners, the character of the area, traffic conditions, parking, public infrastructure, water quality management, and other matters affecting the public health, safety, and general welfare; **and***
- iii. *The Modification will not result in a substantial departure from the basic design principle that blocks should be short to contribute to direct pedestrian routes that provide for neighborhood walkability."*

## **STAFF ANALYSIS**

Even though the applicant is only required to demonstrate (A) or (B) under the Major Modifications category, it appears that both Considerations (A) and (B) have been met. The physical conditions and adjacencies of the property, as described above, make compliance with the 1,000-foot standard impracticable and generally unnecessary.

## **STAFF RECOMMENDATION**

**Staff recommends approval of the Major Modification request under the Elevon DA.**

Thank you,



Abra R. Nusser, AICP  
Director of Placemaking + Resilience at LJA  
Email: [anusser@lja.com](mailto:anusser@lja.com)  
Phone: 972.339.8186  
On behalf of the City of Lavon, TX

September 24, 2024

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

**Re: Elevon Section 2, Elevon Phase 2F Block Length**

Dear Ms. Dobbs,

JBI has submitted the Elevon Section 2, Phase 2F, Preliminary Plat and is requesting a variance to the 1,000 foot block length maximum for Block E.

The reason for this request is Block E is adjacent to the NETEX right-of-way. The current layout allows for future roadway connections to be made to the north and cross the NETEX. NETEX requires a license agreement and payment to cross their right-of-way which at this time there is no plan or development north of the NETEX. The block has two open spaces between the future right-of-ways and there is not more than 1,000 feet of contiguous single-family lots.

We would request that the block length variance be granted and our plat to proceed through the approval process.

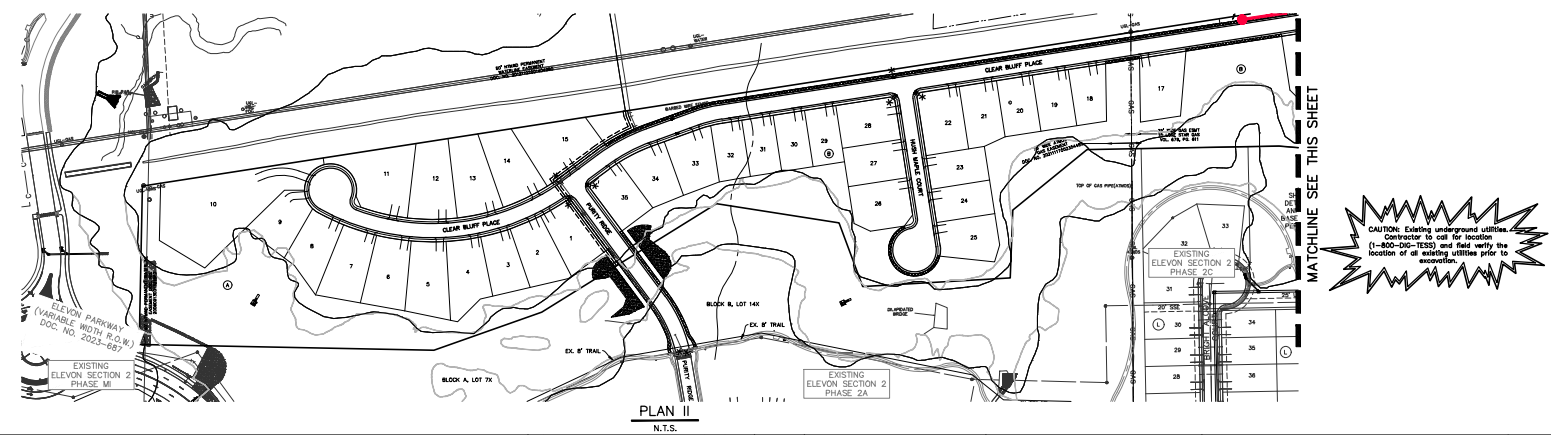
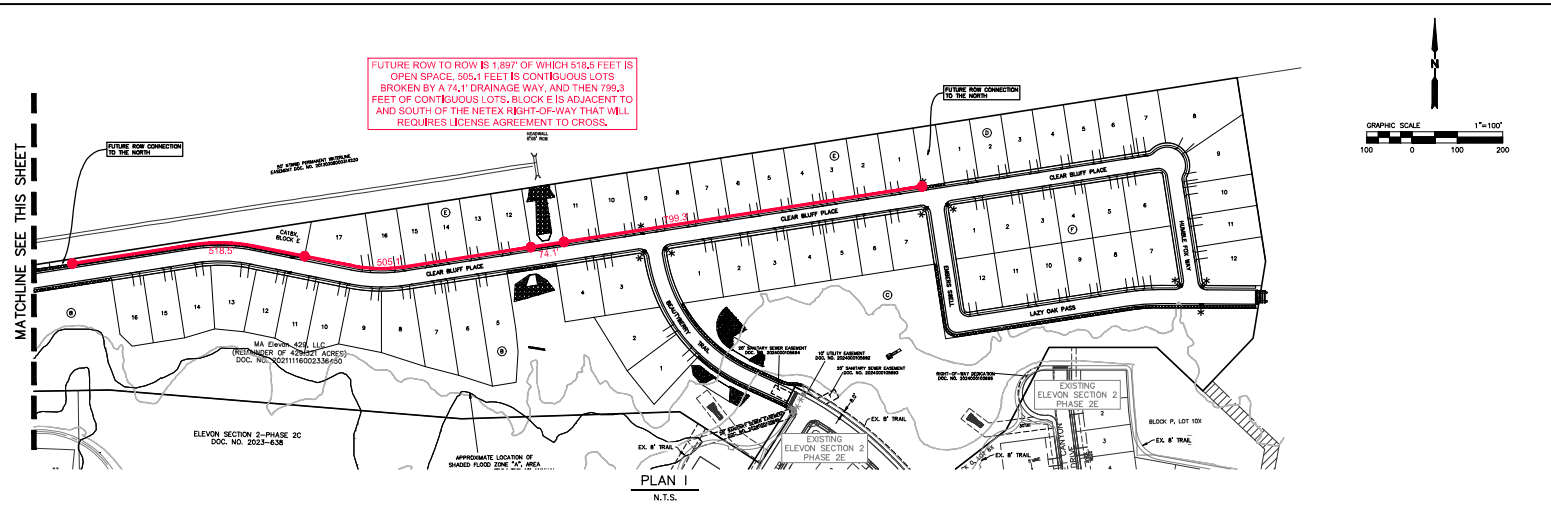
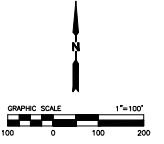
If you have any questions, or require additional information regarding this submittal, please contact me at (972) 738-0243.

Thank you,



Daniel Dewey, PE  
JBI Partners, Inc.

FUTURE ROW TO ROW IS 1,897' OF WHICH 618.5 FEET IS OPEN SPACE, 505.1 FEET IS CONTIGUOUS LOTS BROKEN BY A 74.1' DRAINAGE WAY, AND THEN 799.3 FEET OF CONTIGUOUS LOTS. BLOCK E IS ADJACENT TO AND SOUTH OF THE NETEX RIGHT-OF-WAY THAT WILL REQUIRE LICENSE AGREEMENT TO CROSS.



RECORDS:  
 BM 11 800 NAL: IN THE CENTER OF VINYL PANEL AERIAL TARGET LOCATED ON SOUTH SIDE OF FARM TO MARKET ROAD NO. 6 APPROXIMATELY 7.00 FEET WEST AND 34 FEET SOUTH OF THE CENTER LINE INTERSECTION OF FARM TO MARKET ROAD NO. 6 AND COUNTY ROAD NO. 976, ELEVATION = 539.39  
 BM 12 800 NAL: IN THE CENTER OF VINYL PANEL AERIAL TARGET LOCATED ON NORTH SIDE OF FARM TO MARKET ROAD NO. 6 APPROXIMATELY 6097.00 FEET EAST AND 116.00 NORTH OF THE CENTER LINE INTERSECTION OF FARM TO MARKET ROAD NO. 6 AND COUNTY ROAD NO. 976, ELEVATION = 565.15

NO.	REVISIONS DURING CONSTRUCTION	BY	DATE

DESIGNED BY: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 P.E. No. 22886 Date: 08.10.2021

**PRELIMINARY FOR REVIEW ONLY**  
 NOT FOR CONSTRUCTION OR PERMIT PURPOSES

**JBI PARTNERS**

2121 Midway Road  
 Suite 900  
 Carrollton, Texas 75006  
 972.248.7676  
 TBPPLS No. 100776000

<b>BLOCK LENGTH EXHIBIT</b>		PROJECT NO. MAT029F
<b>ELEVON SECTION 2, PHASE 2F</b>		SHEET NO. BL-1
City of Lavon ETJ, Collin County, Texas		



August 16, 2024

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

**Re: Elevon Section 2, Phase 2F, 104 Total Lots, 52.063 Acres  
Preliminary Plat**

Dear Ms. Dobbs

JBI Partners received your comments via email form on July 5th, 2024 from Freeman-Millican for the first submittal review of the Elevon Section 2, Phase 2F preliminary plat. We have addressed the comments and are resubmitting the revised preliminary plat for review and approval. Below is a summary of how each comment is addressed.

### **General Comments**

1. This property is currently within the City of Lavon ETJ.  
*Correct, the plan is to annex this phase into Lavon similar to the rest of the Section 2 phases.*
2. The floodplain along the southern border of this development will be updated to reflect the final grading and drainage improvements. This updated flood study will be submitted as part of the Final Plat.  
*Correct. A new LOMR will also need to be submitted.*
3. The elimination of access along Sunset Canyon Dr in Section 2E will require an update to the Section 2E Plat to reflect a permanent cul-de-sac on this street.  
*The Phase 2E final plat has been updated to include a right-of-way by separate instrument easement for the cul-de-sac.*

### **Preliminary Plat Comments**

4. There is a dashed line along the western property line that should be identified.  
*The line is now labeled. This is the 40' NTWMD waterline easement.*
5. There are several areas that encroach into the floodplain (FEMA and/or studied). It is our understanding that this will be addressed in the Final Plat. Lots adjacent to a floodplain should include finished flood elevations on the Plat.  
*Correct. The post floodplain will be updated with the proposed grading at the final plat review stage. We will make sure to include minimum finished floor elevations on the final plat.*
6. We recommend that Lot CA9x be labeled on Sheet 1 for clarity.  
*The common area lot is now labeled on sheet 1.*



7. Note 5 references Nevada SUD as the water supplier. It is our understanding that both Bear Creek SUD and Nevada SUD will be serving this development. This note should be modified as necessary.  
*Note 5 has been modified to list both water providers.*
8. A reference for the pre-fully developed floodplain should be provided.  
*The pre-fully developed floodplain shown is from the LOMR submitted by Hydrolink on July 30, 2024. The legend has been revised to include the reference.*
9. Right-of-Way will be required at the end of Sunset Canyon Dr (Section 2E) to accommodate the permanent cul-de-sac.  
*The Phase 2E final plat has been updated and submitted for review with this submittal. The separate instrument easement has been provided to the City for review and signatures. Construction in phase 2E is expected to wrap up in August and the plat should make it back to Council sometime in September.*
10. The dedication statement should reference the City of Lavon ETJ as appropriate.  
*The dedication statement has been revised to City of Lavon ETJ where applicable.*
11. The dedication statement should reference Bear Creek SUD and Nevada SUD (verify).  
*The dedication statement has been updated to also include Nevada SUD.*
12. Since the property lies within the Lavon ETJ, dedication to the City may not be appropriate. This should be addressed.  
*The dedication statement has been modified on the preliminary plat. The goal is to have Phase 2F annexed into the City similar to the rest of the Section 2 phases.*
13. The Bear Creek SUD signature block should be provided.  
*The Bear Creek SUD signature block has been added.*

### **Preliminary Engineering Plans**

14. Sheet 1.2 – The Temporary Access Easement at the end of Sunset Canyon Drive will need to be ROW since this road will not extend into Section 2F.  
*The Phase 2E final plat has been revised and resubmitted for review. The temporary access easement has been removed and replaced by a right-of-way by separate instrument easement. The separate instrument easement has been submitted to the City for review.*
15. Sheet 3.2 – A sanitary sewer line is shown to extend north towards the NETEX property on Beautyberry Trail. The Lavon North WWTP facility, which will serve this section, does not include capacity for the property north of NETEX. This should be addressed.  
*The stub out for future developments to the north has been removed.*
16. Sheet 3.2 – A sanitary sewer line is shown to extend east towards Section 3 on Lazy Oaks Pass. The Lavon North WWTP facility, which will serve this section, does not include capacity for Section 3. This should be addressed.  
*The stub out for future developments to the east has been removed.*



17. Sheet 4.1, 4.2 & 4.3 – The floodplain will be updated as part of the Final Plat submittal.  
*Correct, the final plat will include the post fully developed 100-year floodplain based on final grading.*

If you have any questions, or require additional information regarding this submittal, please contact me at (972) 738-0243.

Thank you,

*Daniel Dewey*

Daniel Dewey, PE  
JBI Partners, Inc.



August 16, 2024

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

**Re: Elevon Section 2, Phase 2F, Preliminary Plat Review by LJA**

Dear Ms. Dobbs

JBI Partners received your comments via email form on July 5th, 2024 from LJA for the first submittal review of the Elevon Section 2, Phase 2F preliminary plat. We have addressed the comments and are resubmitting the revised plat for review and approval. Below is a summary of how each comment is addressed.

### **Planning Comments**

1. Revise the plat to remove building lines and topography lines. Topography will be utilized on the preliminary engineering plans as submitted.  
*The building line and existing contours have been turned off. The building lines will be shown in the final plat. The existing contours are provided in the preliminary engineering plans.*
2. Revise the plat to label the street that runs perpendicular to Clear Bluff Place and Lazy Oak Pass. Streets must change name when they change direction.  
*The street name "Embers Swell" has been added to the preliminary plat.*
3. Block lengths between intersecting streets shall not exceed 1,000 feet per the governing development agreement. It appears Block D does not meet this requirement. Revise the plat to adjust the block length accordingly.  
*The right-of-way for Embers Swell has been extended through Block D to break the block and is now under the max block length requirement. Block E is also broken up by the common area Lot CA19X and the contiguous lots are under the max length requirement.*
4. Plat note #7 lists CA 18X, Block E as a Common Area that will be maintained by the HOA. However, it does not appear that this Common Area is part of this plat. Revise the plat note and/or plat to show and list all Common Areas.  
*The note has been corrected. All common area lots are now listed.*
5. The Lot Area Table lists Lot 10X, Block E, however it does not appear that this lot is a part of this plat. Revise the Lot Area Table and/or plat to show and list this Lot/Common Area.  
*The table has been corrected. All common areas have been checked and listed accordingly.*
6. There are 6-8 ft. wide trails required within the subject property, per the governing Development Agreement. Revise the plat to add the following note: "Common Areas include pedestrian and recreation access."  
*The note has been added as Note #8 on the preliminary plat.*



7. Revise the plat's title block to state "98 Single Family Residential Lots" instead of "98 Residential Lots".  
*The title block has been updated as indicated.*
8. Revise plat note #6 to state "All street signs and posts will be owned and maintained by the HOA. All street signs and posts are subject to review and approval by the City of Lavon."  
*Note #6 on the preliminary plat has been revised to include the additional text as indicated.*
9. Upon resubmittal, please provide a comment response letter indicating acknowledgement or clarification of how each comment has been addressed.  
*Provided.*

If you have any questions, or require additional information regarding this submittal, please contact me at (972) 738-0243.

Thank you,

*Daniel Dewey*

Daniel Dewey, PE  
JBI Partners, Inc.

July 5, 2024

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

Re: Elevon Section 2, Elevon Phase 2F, 104 Total Lots, 52.063 Acres  
Preliminary Plat

Dear Ms. Dobbs:

As requested, we have reviewed the Preliminary Plat dated June 12, 2024 and Preliminary Engineering Plans dated June 14, 2024 as prepared by JBI Partners, Inc. for the above referenced property. The property is generally located north of Elevon Section 2, Phases 2A, 2C and 2E, and south of NETEX. Comments are based upon the Development Agreement (Resolution 2021-09-07). Comments have been provided by the City Planner. FMI comments considered should be considered supplemental to the Planner comments. Our comments are as follows:

#### GENERAL

1. This property is currently within the City of Lavon ETJ.
2. The floodplain along the southern border of this development will be updated to reflect the final grading and drainage improvements. This updated flood study will be submitted as part of the Final Plat.
3. The elimination of access along Sunset Canyon Dr in Section 2E will require an update to the Section 2E Plat to reflect a permanent cul-de-sac on this street.

#### Preliminary Plat

4. There is a dashed line along the western property line that should be identified.
5. There are several areas that encroach into the floodplain (FEMA and/or studied). It is our understanding that this will be addressed in the Final Plat. Lots adjacent to a floodplain should include finished floor elevations on the Plat.
6. We recommend that Lot CA9x be labeled on Sheet 1 for clarity.
7. Note 5 references Nevada SUD as the water supplier. It is our understanding that both Bear Creek SUD and Nevada SUD will be serving this development. This note should be modified as necessary.
8. A reference for the pre-fully developed floodplain should be provided.
9. Right-of-Way will be required at the end of Sunset Canyon Dr (Section 2E) to accommodate the permanent cul-de-sac.
10. The dedication statement should reference the City of Lavon ETJ as appropriate.
11. The dedication statements should reference Bear Creek SUD and Nevada SUD (verify).

12. Since the property lies within the Lavon ETJ, dedication to the City may not be appropriate. This should be addressed.
13. The Bear Creek SUD signature block should be provided.

#### Preliminary Engineering Plans

14. Sheet 1.2 – The Temporary Access Easement at the end of Sunset Canyon Drive will need to be ROW since this road will not extend into Section 2F.
15. Sheet 3.2 – A sanitary sewer line is shown to extend north towards the NETEX property on Beautyberry Trail. The Lavon North WWTP facility, which will serve this section, does not include capacity for property north of NETEX. This should be addressed.
16. Sheet 3.2 – A sanitary sewer line is shown to extend east towards Section 3 on Lazy Oaks Pass. The Lavon North WWTP facility, which will serve this section, does not include capacity for Section 3. This should be addressed.
17. Sheets 4.1, 4.2 & 4.3 – The floodplain will be updated as part of the Final Plat submittal.

This concludes our review of the above referenced Preliminary Plat and Preliminary Engineering Plans. A copy of the Preliminary Plat and Preliminary Engineering Plans, with markups, is attached for your convenience. These sheets should be considered typical in nature and NOT be considered a comprehensive markup set.

The review conducted by FMI was for the limited purpose of code and ordinance compliance review for the exclusive benefit of the City of Lavon.

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

Sincerely,  
FREEMAN-MILLICAN, INC.



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

#### Attachments

Cc: David Carter, Mike Jones, Danny Anthony, Abra Nusser, Tiffany McLeod

F:\17024 - LAV General Servies\9 - Review\Elevon\Section 2\Phase 2F\Sect 2 Ph 2F - Preliminary Plat - Rev 0.docx

June 24, 2024

Kim Dobbs  
City of Lavon, TX  
Via Email Delivery to [kdobbs@lavontx.gov](mailto:kdobbs@lavontx.gov)

Re: Elevon – Section 2, Phase 2F  
Preliminary Plat Review  
LJA Job No. NTP-40467  
MyGov Submittal: June 14, 2024

LJA Engineering, Inc. has reviewed the submittal referenced above per your request. Provided below are comments relating to planning and design. Please do not hesitate to let us know if you have any questions.

#### **PLANNING + DESIGN COMMENTS**

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1. Revise the plat to remove building lines and topography lines. Topography will be utilized on the preliminary engineering plans as submitted.
2. Revise the plat to label the street that runs perpendicular to Clear Bluff Place and Lazy Oak Pass. Streets must change name when they change direction.
3. Block lengths between intersecting streets shall not exceed 1,000 feet per the governing development agreement. It appears Block D does not meet this requirement. Revise the plat to adjust the block length accordingly.
4. Plat note #7 lists CA18X, Block E as a Common Area that will be maintained by the HOA. However, it does not appear that this Common Area is a part of this plat. Revise the plat note and/or plat to show and list all Common Areas.
5. The Lot Area Table lists Lot 10X, Block E, however it does not appear that this lot is a part of this plat. Revise the Lot Area Table and/or plat to show and list this Lot/Common Area.
6. There are 6-8 ft. wide trails required within the subject property, per the governing Development Agreement. Revise the plat to add the following note: "Common Areas include pedestrian and recreation access."
7. Revise the plat's title block to state "98 Single Family Residential Lots" instead of "98 Residential Lots."
8. Revise plat note #6 to state "All street signs and posts will be owned and maintained by the HOA. All street signs and posts are subject to review and approval by the City of Lavon."
9. Upon resubmittal, please provide a comment response letter indicating acknowledgement or clarification of how each comment has been addressed.

Comments prepared and compiled by:



Tiffany McLeod, AICP, EIT  
Project Manager, Placemaking + Resilience at LJA  
Email: [tmcleod@lja.com](mailto:tmcleod@lja.com)  
Phone: 469.348.6571  
On behalf of the City of Lavon, TX

Quality check by:



Abra R. Nusser, AICP  
Director of Placemaking + Resilience at LJA  
Email: [anusser@lja.com](mailto:anusser@lja.com)  
Phone: 972.339.8186  
On behalf of the City of Lavon, TX



# CITY OF LAVON

## Agenda Brief

**MEETING: November 5, 2024**

**ITEM: 6 - G**

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**Item:**

CONSENT AGENDA

Approve the preliminary plat of the Watercross Townhomes Addition consisting of four lots and one common area lot on 6.448 acres out of the Samuel M. Rainer Survey, Abstract No. 740 situated west of the Lake Breeze Addition, south of Gage Road in the vicinity of 2343 Gage Road, in the extraterritorial jurisdiction of the City of Lavon, Collin County, Texas, (CCAD Property ID 2798568).

Application Information

- Owner(s):** KBC Homebuilders, LLC
- Applicant:** Scott Evans, Watercross Townhomes
- Location:** Samuel M. Rainer Survey, Abstract No. 740, situated west of the Lake Breeze Addition, south of Gage Road in the vicinity of 2343 Gage Road
- Description:** Approximately 6.448 acres, Samuel M. Rainer Survey, Abstract No. 740, City of Lavon extraterritorial jurisdiction (ETJ), Collin County, Texas, (CCAD Parcel ID 2798568)
- Current Zoning:** No zoning in the ETJ
- Request:** Preliminary Plat

Request Details

The applicant is seeking approval of the preliminary plat of a subdivision consisting of 4 residential lots and 1 open space on approximately 6.448 acres. The intended use of the property is the development of townhomes.

***Code Excerpts:***

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

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

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

The preliminary plat is prepared in accordance with the City's Subdivision Ordinance.

Water

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

Sewer

The development will be served by on-site sewage facilities (OSSF) permitted via Collin County.

Roads

Access will be taken on Gage Rd from two locations. There are internal road connections.

Parks and Trails

The site does not indicate amenities relating to parks and trails.

Floodplain and Drainage

The conceptual drainage plans have been reviewed by the city engineer. P&Z Commissioner Cox expressed concern regarding potential flooding on Hilltop related to the project drainage.

The application and plans satisfy the criteria for approval.

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

**MOTION: RECOMMEND APPROVAL OF THE PRELIMINARY PLAT OF THE WATERCROSS TOWNHOMES ADDITION CONSISTING OF FOUR LOTS AND ONE COMMON AREA LOT ON 6.448 ACRES OUT OF THE SAMUEL M. RAINIER SURVEY, ABSTRACT NO. 740 SITUATED WEST OF THE LAKE BREEZE ADDITION, SOUTH OF GAGE ROAD IN THE VICINITY OF 2343 GAGE ROAD, IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF LAVON, COLLIN COUNTY, TEXAS.**

MOTION MADE: NABORS  
SECONDED: TIEGS  
APPROVED: 3-1  
FOR (NABORS, ROSENQUIST, TIEGS)  
AGAINST (JACOB)  
ABSTAIN (COX)

***Staff Notes:***

The proposed site plan was reviewed by the city engineer, planning consultant, and staff development review committee (DRC).

Approval of the preliminary plat is recommended, subject to the planner and city engineer's final approval.

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



# CITY OF LAVON

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

## PLAT APPLICATION

Incomplete applications will not be accepted.

Company Making Submission	Property Owner
Name: <u>KBC Homebuilders LLC</u>	Name: <u>SCOTT EVANS / WATERCROSS TOWN HOMES</u>
Address: <u>1591 Gage Rd</u>	Address: <u>1591 Gage Rd</u>
City/State/Zip: <u>Lavon, TX 75166</u>	City/State/Zip: <u>Lavon, TX 75166</u>
Phone #: <u>214-778-7272</u> Fax #:	Phone #: <u>214-778-7272</u> Fax #:
Authorized Person: <u>William Sorens</u>	Authorized Person: <u>SCOTT EVANS</u>

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

### Application Fees

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

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

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

Authorized Representative (Printed Name) <u>William Sorens</u>	Authorized Representative (Signature) 	Date: <u>9/11/27</u>
---	---	-------------------------

To be completed by the City

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

Comments:

[www.cityoflavon.com](http://www.cityoflavon.com)



**CITY OF LAVON**

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

**PLAT APPLICATION**

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

**Authorization of Representation**

Date: 8/31/24

To the City of Lavon  
Collin County, Texas

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

[Signature]  
Signature (Owner)

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

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

The State of Texas  
County of Collin

Before me, the undersigned authority, appeared Scott Evans,  
on this the 31st day of August, 2024.

[Signature]



Notary Public in and for Collin County, Texas



**CITY OF LAVON**

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

**PLAT APPLICATION**

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

**Declaration of Ownership**

Date: 8/31/24

To the City of Lavon  
Collin County, Texas

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

[Signature]  
Signature (Owner)

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

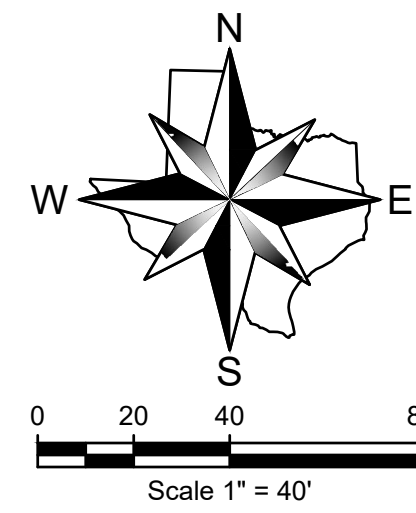
\_\_\_\_\_  
Signature (Owner)

The State of Texas  
County of Collin

Before me, the undersigned authority, appeared SCOTT EVANS,  
on this the 31st day of AUGUST, 2024.



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



LAKEVIEW CEMETERY CORPORATION  
CC #20080616000729410

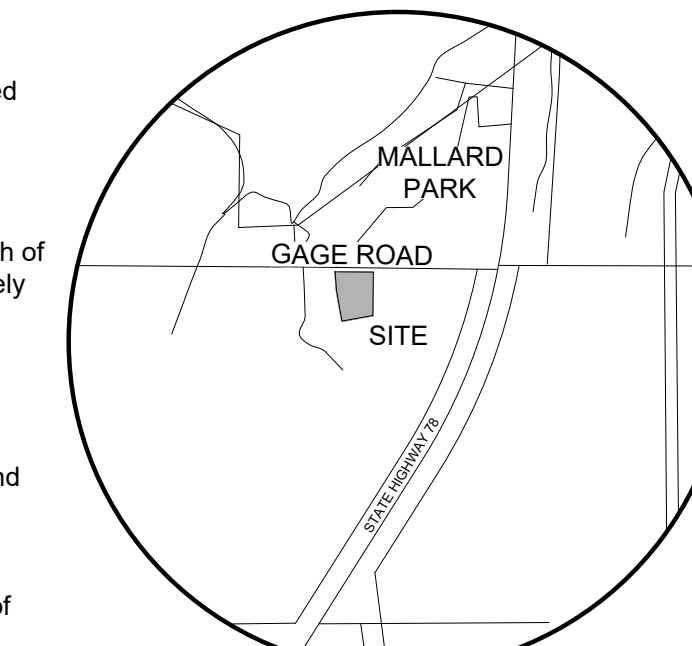
**GAGE ROAD**  
(UNDEDICATED RIGHT-OF-WAY)

30' RIGHT-OF-WAY DEDICATION  
0.343 ACRES (14,961 SQ. FT.)

WATER LINE EASEMENT  
CC #20090318000308890  
CC #20090511000568060

POINT OF BEGINNING  
500.00'

30' RIGHT-OF-WAY DEDICATION  
VOLUME 2022, PAGE 655



VICINITY MAP  
NOT TO SCALE

**GENERAL NOTES:**

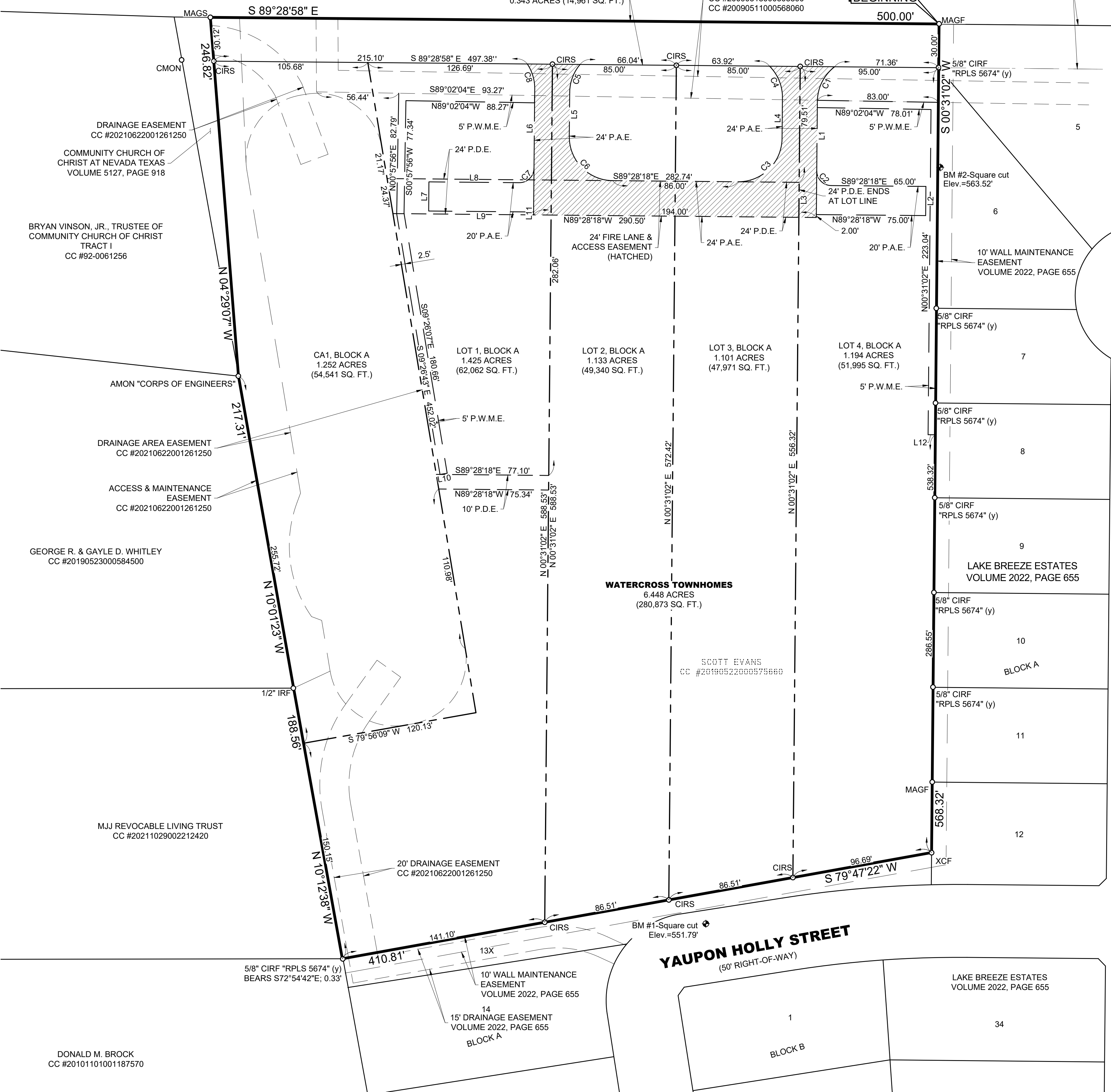
- The Surveyor has not abstracted the record title and/or easements of the subject property. The Surveyor prepared this survey without the benefit of a title commitment and assumes no liability for any easements, right-of-way dedications or other title matters affecting the subject property which may have been filed in the real property records.
- The site benchmarks: BM#1 - a square cut in concrete along Yaupon Holly Street approximately 20.92 feet South of the South property line. Benchmark Elevation = 551.79' (NAVD'88), BM#2 - a square cut in concrete approximately 68.39 feet South of the Point of Beginning. Benchmark Elevation = 563.52' (NAVD'88)
- Blocking the flow of water or construction improvements in drainage easements, and filling or obstruction of the roadway is prohibited.
- The existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by individual owners of the lot or lots that are traversed by or adjacent to the drainage course along or across said lots.
- Collin County will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion in said drainage ways.
- Collin County will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flooding conditions.
- Collin County permits are required for building construction, On-Site Sewerage Facilities and driveway culverts.
- All private driveway tie-ins to a county maintained roadway must be even with the existing driveway surface.
- All surface drainage easements shall be kept clear of fences, buildings, foundations and plantings, and other obstructions to the operation and maintenance of the drainage facility.
- All lots must utilize alternative type On-Site Sewerage Facilities.
- Must maintain state-mandated setback of all On-Site Sewerage Facility components from any/all easements and drainage areas, water distribution lines, sharp breaks and/or creeks/ponds, etc. (Per State regulations)
- Tree removal and/or grading for OSSF may be required on individual lots.
- There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County Development Services.
- Individual site evaluations and OSSF design plans (meeting all State and County requirements) must be submitted to and approved by Collin County for each lot prior to construction of any OSSF system.
- Common Area CA1, Block A will be owned and maintained by the HOA.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S00°31'42"W	47.79'
L2	S00°31'42"W	20.00'
L4	N00°31'42"E	28.00'
L5	S00°31'42"W	30.27'
L6	N00°31'42"E	54.48'
L7	N00°31'42"E	20.00'
L8	S89°28'18"E	62.00'
L9	N89°28'18"W	72.00'
L10	S80°33'17"W	5.00'
L11	N00°31'42"E	2.00'
L12	N89°28'58"W	5.00'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CH. L	CH. B
C1	52°15'51"	30.00'	27.37'	26.43'	S26°39'37"W
C2	90°00'00"	10.00'	15.71'	14.14'	S44°28'18"E
C3	90°00'00"	30.00'	47.12'	42.43'	N45°31'42"E
C4	45°47'13"	30.00'	23.97'	23.34'	N22°21'55"W
C5	39°49'08"	30.00'	20.85'	20.43'	S20°26'16"W
C6	90°00'00"	30.00'	47.12'	42.43'	S44°28'18"E
C7	90°00'00"	10.00'	15.71'	14.14'	N45°31'42"E
C8	34°29'41"	30.00'	18.06'	17.79'	N16°43'09"W

**ABBREVIATION LEGEND**

ABBR.	DEFINITION
CC#	County Clerk's instrument No.
CIRF	iron rod found with cap (noted)
CIRS	iron rod set w/cap stamped "W.A.I. 5714"
CM	controlling monument
IRF	iron rod found
MAG	mag-nail set with disk stamped "W.A.I. R.P.L.S. 5714"
MAGF	mag-nail found with disk (as noted)
PKF	PK nail found
PKS	PK nail set
XCF	"X" cut in concrete found
XCS	"X" cut in concrete set
O.P.R.C.C.T.	Official Public Records, Collin County, Texas
D.R.C.C.T.	Deed Records, Collin County, Texas
P.W.M.E.	Private Wall Maintenance Easement
P.A.E.	Private Access Easement
P.D.E.	Private Drainage Easement
(y)	Yellow
⊕	Benchmark



Recommended for Approval:  
  
Date: \_\_\_\_\_  
Chairman, Planning and Zoning Commission

Approved for preparation of Final Plat:  
  
Date: \_\_\_\_\_  
Mayor, City of Lavon, Texas

**OWNER:**  
Water Cross Townhomes LLC  
1591 Lake Road  
Lavon, Texas 75166

**SURVEYOR:**  
Winkelmann & Associates, Inc.  
6750 Hillcrest Plaza Drive  
Suite 215  
Dallas, Texas 75230  
ph# (972) 490-7090

PRELIMINARY PLAT  
**WATERCROSS TOWNHOMES**  
LOTS CA1, 1, 2, 3, & 4, BLOCK A  
BEING 6.448 ACRES OUT OF THE S. M. RAINIER SURVEY,  
ABSTRACT NO. 740  
CITY OF LAVON ETJ, COLLIN COUNTY, TEXAS

FOR COLLIN COUNTY  
FILING INFORMATION

**Winkelmann & Associates, Inc.**  
CONSULTING CIVIL ENGINEERS • SURVEYORS  
6750 HILLCREST PLAZA, SUITE 215 DALLAS, TEXAS 75230  
Phone: (972) 490-7090 Fax: (972) 490-7099  
www.winkelmann.com  
COPYRIGHT © 2024, Winkelmann & Associates, Inc.

S. M. RAINIER SURVEY, ABSTRACT NO. 740  
COLLIN COUNTY, TEXAS  
WATER CROSS TOWNHOMES LLC  
1591 LAKE ROAD  
LAVON, TEXAS 75166

PRELIMINARY PLAT  
**WATERCROSS TOWNHOMES**  
LOTS CA1, 1, 2, 3, & 4, BLOCK A

Date: 09/23/24  
Scale: 1" = 40'  
File: 69170.0F-PPLT  
Project No.: 69170.0F

**SHEET 1 of 2**

G:\69170\0F\SURVEY\PLAT\69170.0F-PPLT.dwg

**OWNERS CERTIFICATE**

STATE OF TEXAS §  
COUNTY OF DALLAS §

WHEREAS, We, Water Cross Townhomes LLC, are the sole owner of a tract of land situated in the S. M. RAINER SURVEY, ABSTRACT NO. 740, in the Extra-territorial Jurisdiction [ETJ] of the City of Lavon, Collin County, Texas, as described in deed to Scott Evans in County Clerk's Instrument No. 20190522000575660, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a mag-nail with a metal disk found the Northwest corner of a 30-foot right-of-way dedication by plat of Lake Breeze Estates, an Addition to the City of Lavon, Collin County, Texas, according to the Plat thereof recorded in Volume 2022, Page 655, Official Public Records, Collin County, Texas;

THENCE South 00 degrees 31 minutes 02 seconds West, along the East line of said Scott Evans tract and the West line of said Lake Breeze Estates, passing a 5/8-inch iron rod found with yellow plastic cap stamped "RPLS 5674" found for the Northwest corner of Lot 5, Block A, of said Lake Breeze Estates and the North corner of Lot 6, Block A, of said Lake Breeze Estates, at a distance of 30.00 feet, continuing along the same course, an additional distance of 538.32 feet, a total distance of distance of 568.32 feet to an "X" cut found in concrete for the Northeast corner of Lot 13X, Block A, of said Lake Breeze Estates;

THENCE South 79 degrees 47 minutes 22 seconds West, along the South line of said Scott Evans tract and the North line of said Lot 13X, Block A, a distance of 410.81 feet to a point for corner from which a 5/8-inch iron rod found with yellow plastic cap stamped "RPLS 5674" found bears South 72 degrees 54 minutes 42 seconds East, 0.33 feet;

THENCE North 10 degrees 12 minutes 38 seconds West, along the West line of said Scott Evans tract and the East line of a tract of land described in deed to MJ Revocable Living Trust as recorded in County Clerk's Instrument No. 20211029002212420, Official Public Records, Collin County, Texas, a distance of 188.66 feet to a 1/2" iron rod found for the Northeast corner of said MJJ Revocable Living Trust tract and the Southeast corner of a tract of land described in deed to George R. & Gayle D. Whitley as recorded in County Clerk's Instrument No. 20190523000584500, Official Public Records, Collin County, Texas;

THENCE North 10 degrees 01 minutes 23 seconds West, continuing along the West line of said Scott Evans tract and along the East line of said George R. & Gayle D. Whitley tract, a distance of 217.31 feet to an aluminum monument in concrete stamped "Corps of Engineers" found for the Northeast corner of said George R. & Gayle D. Whitley tract and the Southeast line of a tract of land described in deed to Community Church of Christ Nevada, Texas, as recorded in Volume 5127, Page 918, Official Public Records, Collin County, Texas;

THENCE North 04 degrees 29 minutes 07 seconds West, continuing along the West line of said Scott Evans tract and along the East line of said Community Church of Christ Nevada, Texas, a distance of 246.82 feet to a mag-nail set for corner in Gage Road;

THENCE South 89 degrees 28 minutes 58 seconds East, along the North line of said Scott Evans tract, over and across said Gage Road, a distance of 500.00 feet the POINT OF BEGINNING.

CONTAINING within these metes and bounds 6.448 acres or 280,873 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 14th day of October, 2022, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.

**OWNERS DEDICATION**

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Water Cross Townhomes LLC, acting by and through its duly authorized agent, does hereby adopt this plat, designating the herein described property as **WATERCROSS TOWNHOMES**, an addition to the City of Lavon ETJ, Collin County, Texas, and do hereby dedicate, in fee simple, to the public use forever any streets, alleys, and floodway management areas shown thereon. The easements shown thereon are hereby reserved for the purposes indicated. The utility and fire lane easements shall be open to the public, fire and police units, garbage and rubbish collection agencies, and all public and private utilities for each particular use. The maintenance of paving on the utility and fire lane easements is the responsibility of the property owner. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same. All, and any public utility shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. (Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance or service required or ordinarily performed by that utility).

Water main and wastewater easements shall also include additional area of working space for construction and maintenance of the systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services and wastewater services from the main to the curb or pavement line, and description of such additional easements herein granted shall be determined by their location as installed.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Lavon.

WITNESS, my hand at Dallas, Texas, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

Water Cross Townhomes LLC

By: \_\_\_\_\_  
Signatory for owner

STATE OF TEXAS §  
COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public in and for the State of Texas

My Commission Expires On: \_\_\_\_\_

**SURVEYOR'S STATEMENT**

I, Leonard J. Lueker, a Registered Professional Land Surveyor, licensed by the State of Texas, affirm that this plat was prepared under my direct supervision, from recorded documentation, evidence collected on the ground during field operations and other reliable documentation; and that this plat substantially complies with the Rules and Regulations of the Texas Board of Professional Land Surveying and Texas Local Government Code, Chapter 212. I further affirm that monumentation shown hereon was either found or placed in compliance with the City of Lavon Subdivision Regulations; and that the digital drawing file accompanying this plat is a precise representation of this Signed Final Plat.

Dated this the \_\_\_\_ day of \_\_\_\_\_, 2024.

**PRELIMINARY, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.**

Leonard J. Lueker  
Registered Professional Land Surveyor  
Texas Registration # 5714  
Winkelmann & Associates, Inc.  
6750 Hillcrest Plaza Drive, Suite 215  
Dallas, Texas 75230  
(972) 490-7090

STATE OF TEXAS §  
COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Leonard J. Lueker, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public in and for the State of Texas

My Commission Expires On: \_\_\_\_\_

**HEALTH DEPARTMENT CERTIFICATION:**

I, as a representative of Collin County Development Services, do hereby certify that the on-site sewage facilities described on this plat conform to the applicable OSSF laws of the State of Texas, that site evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

Designated Representative for Collin County Development Services

Recommended for Approval:

Date: \_\_\_\_\_  
Chairman, Planning and Zoning Commission

Approved for preparation of Final Plat:

Date: \_\_\_\_\_  
Mayor, City of Lavon, Texas

**OWNER:**  
Water Cross Townhomes LLC  
1591 Lake Road  
Lavon, Texas 75166

**SURVEYOR:**  
Winkelmann & Associates, Inc.  
6750 Hillcrest Plaza Drive  
Suite 215  
Dallas, Texas 75230  
ph# (972) 490-7090

PRELIMINARY PLAT  
**WATERCROSS TOWNHOMES**  
LOTS CA1, 1, 2, 3, & 4, BLOCK A  
BEING 6.448 ACRES OUT OF THE S. M. RAINER SURVEY,  
ABSTRACT NO. 740  
CITY OF LAVON ETJ, COLLIN COUNTY, TEXAS

FOR COLLIN COUNTY  
FILING INFORMATION



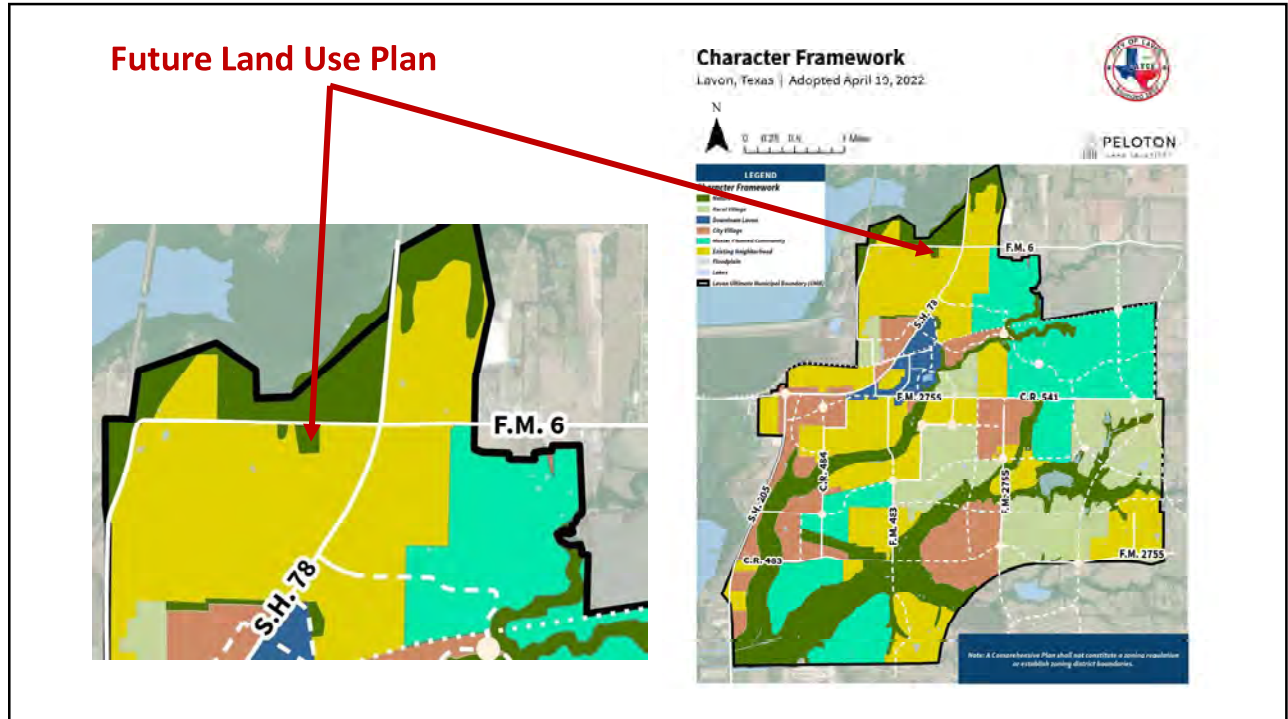
S. M. RAINER SURVEY ABSTRACT NO. 740  
COLLIN COUNTY, TEXAS

WATER CROSS TOWNHOMES LLC  
1591 LAKE ROAD  
LAVON, TEXAS 75166

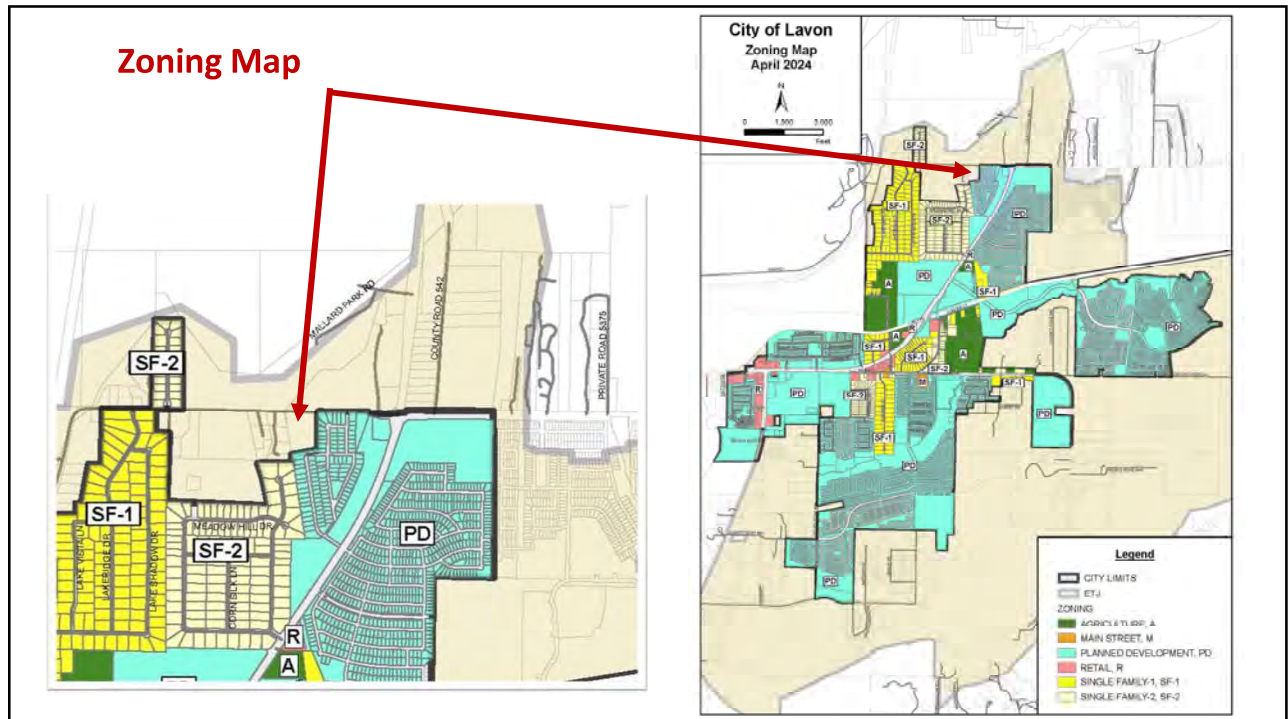
PRELIMINARY PLAT  
**WATERCROSS TOWNHOMES**  
LOTS CA1, 1, 2, 3, & 4, BLOCK A

Date : 09.23.24  
Scale : N/A  
File : 69170.0F-PPLT  
Project No. : 69170.0F

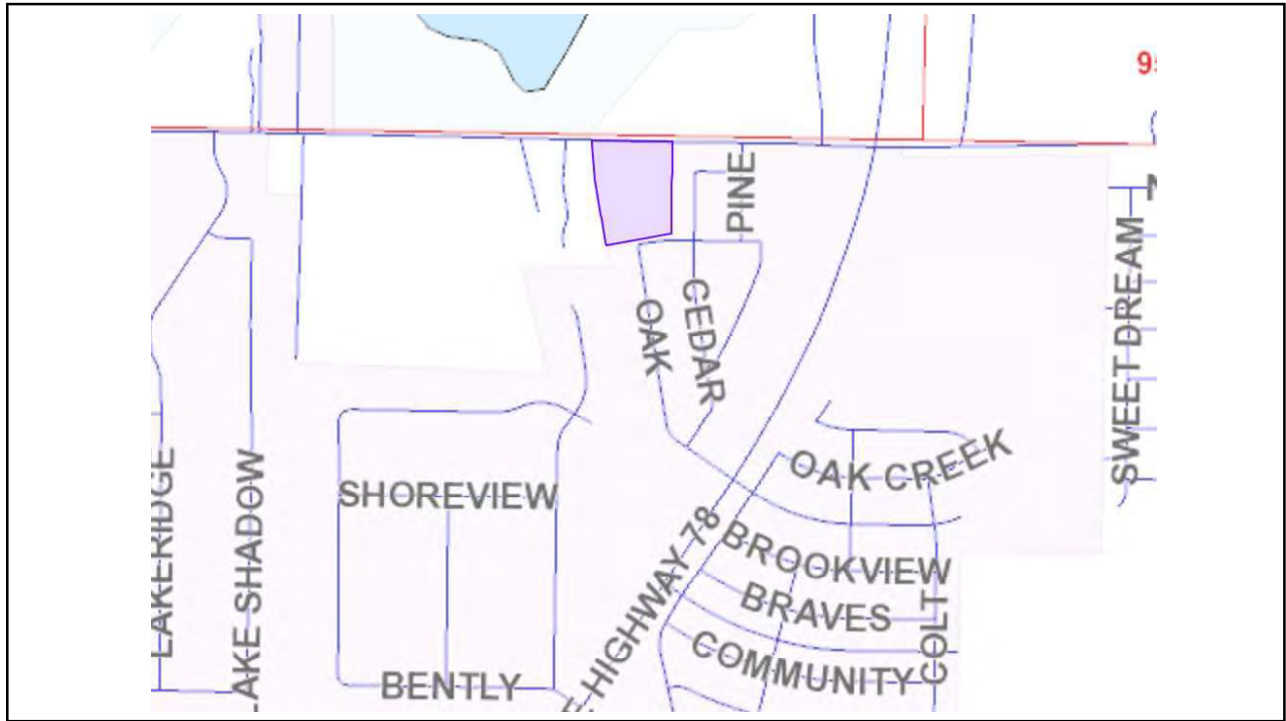
**SHEET**  
**2**  
**OF**  
**2**



27



28



29



October 23, 2024

Kim Dobbs  
City of Lavon, TX  
Via Email Delivery to [kdobbs@lavontx.gov](mailto:kdobbs@lavontx.gov)

Re: Watercross Townhomes  
Preliminary Plat Review  
LJA Job No. NTP-40467  
MyGov Submittal: October 17, 2024

LJA Engineering, Inc. has reviewed the submittal referenced above, per your request, for planning- and design-related requirements.

**We have no further comments and recommend approval.**

Please do not hesitate to let us know if you have any questions.

Thank you,

A handwritten signature in black ink that reads 'Abra R. Nusser'. The signature is written in a cursive, flowing style.

Abra R. Nusser, AICP  
Director of Placemaking + Resilience at LJA  
Email: [anusser@lja.com](mailto:anusser@lja.com)  
Phone: 972.339.8186  
On behalf of the City of Lavon, TX

October 18, 2024

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

Re: Watercross Townhomes - 4 Lots, 6.448 Acres  
Preliminary Plat Review

Dear Ms. Dobbs:

As requested, we have reviewed the revised Preliminary Plat documents dated September 23, 2024, as prepared by Winkelmann & Associates, Inc. and revised Civil Engineering Plans dated September 26, 2024 as prepared by Ion Design Group, for the above referenced property. The property is located on the south side of Gage Road, north and west of Lake Breeze Estates within the City of Lavon ETJ. Additional comments may be provided by the City Planner. FMI comments should be considered supplemental to the Planner comments. Our comments are as follows:

#### PLAT

1. The fire lane is required to be within an easement. This easement should be clearly labeled/shown and be a minimum 24' in width. The fire lane easement can be combined with access and/or drainage easements.
2. The Health Department Certification provided does not match the language as provided by the Collin County OSSF review letter dated September 30, 2024.
3. The City of Lavon Preliminary Plat signature block should be included.
4. A copy of the geotechnical Report has been provided as requested. In the event of conflict, City Standards should be considered a minimum requirement.

#### CIVIL ENGINEERING PLANS

5. Sheet C3.01 – A fire lane striping detail should be provided. The detail shall conform to City Standards.

This concludes our review of the above-referenced revised Preliminary Plat and revised Civil Engineering Plans. **We recommend APPROVAL of the Preliminary Plat subject to addressing the comments above and any planning comments.** A copy of documents, with markups, is attached for your convenience. Comments related to Civil Engineering Plans can be addressed as part of the Final Plat.

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

Ms. Kim Dobbs  
Watercross Townhomes – Preliminary Plat Review  
October 18, 2024  
Page 2 of 2

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

Sincerely,  
FREEMAN-MILLICAN, INC.

A handwritten signature in blue ink that reads "Mark D. Hill. P.E." with a stylized flourish at the end.

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

Cc: Mike Jones, Danny Anthony, David Carter, Abra Nusser, AICP, Tiffany McLeod, EIT

#### Attachments

F:\17024 - LAV General Servies\9 - Review\Watercross Townhomes\Watercross Townhomes - Preliminary Plat - Rev 1a.docx



Ion Design Group, PLLC  
7075 Twin Hills Ave, Ste 350  
Dallas, TX 75231  
Jason@IonDesignGroup.net  
214.370.3470

September 27, 2024

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

Re: Watercross Townhomes - 4 Lots, 6.448 Acres  
Preliminary Plat Review

Dear Ms. Dobbs,

**Ion Design Group is in receipt of your plan review comments received 09/17/2024 for the development mentioned above. Please see below for the response to your comments.**

#### GENERAL

1. The property is located within the City of Lavon ETJ. The City of Lavon is authorized for Plat Approval within the ETJ per the City-County Plat Approval Agreement between the City of Lavon and Collin County dated March 25, 2002.

Response: No response required.

2. Sanitary sewer is to be provided with on-site facilities. This will require Collin County permitting and approval.

Response: Permits will be provided to the county by others.

3. Water service is through Bear Creek SUD.

Response: Submittals will be provided to Bear Creek SUD.

#### PLAT

4. The title block should be modified to include "City of Lavon ETJ"

Response: Comment Addressed.

5. The title block should remove the "City Plan File No." since this is not applicable.

Response: Comment Addressed.

6. Yaupon Holly should be "Street", not "Road".

Response: Comment Addressed.



Ion Design Group, PLLC  
7075 Twin Hills Ave, Ste 350  
Dallas, TX 75231  
Jason@IonDesignGroup.net  
214.370.3470

7. The north road should be “Gage Road” instead of “County Road 486 (Lake Road). This correction should also be addressed in the written description.

Response: Comment Addressed.

8. A bearing is missing on the drawing in the northeast corner.

Response: Comment Addressed.

9. There are a couple of distances that differ between the drawing and the written description.

Response: Comment Addressed.

10. There are several easements associated with access and drainage. Since there are common lines within these easements, it is not clear as to the limits of each one. In addition, the Fire Lane should be within an easement. The Plat should be updated to clearly identify each easement and/or consolidate for clarity.

Response: Comment Addressed.

11. In the written description, the surveyor should verify the use of “northwest” for a corner description.

Response: Comment Addressed.

12. The Owners Dedication should include “City of Lavon ETJ” per the markup.

Response: Comment Addressed.

13. The Owners Certificate should be modified to show the plat approval is through the City of Lavon, and not Collin County.

Response: Comment Addressed.

14. The Surveyors Statement should be modified to reflect that the City of Lavon Subdivision Regulations is applicable for this project.

Response: Comment Addressed.

15. The City of Lavon Preliminary Plat signature block should be included.

Response: Comment Addressed.

Please consider the following comments based on our review of our latest civil plans:

16. Plans will be required to be submitted to Bear Creek SUD for review and comment.

Response: For our subsequent submittal to the City of Lavon, we will also submit to Bear Creek SUD for their review.



Ion Design Group, PLLC  
7075 Twin Hills Ave, Ste 350  
Dallas, TX 75231  
Jason@IonDesignGroup.net  
214.370.3470

17. Sheet C1.01 – We recommend that the City of Lavon General Notes (Per Ordinance 2024-06-01) be used for this project. If additional notes are used, then it should be noted that City of Lavon standards govern in the event of a conflict. Attached are markups of the notes that identify some conflicts/modifications. These markups should not be considered comprehensive as there may be additional conflicts that should be resolved.

Response: General notes have been updated to Lavon General notes.

18. All sheets – Change north road to Gage Rd .

Response: Comment Addressed. Changed the name of the road.

19. Note 5 should be changed to City of Lavon.

Response: Comment Addressed.

20. The grading plan does not appear to account for the proposed driveway culverts.

Response: Comment Addressed.

21. Sheet C2.01 – A fire lane is labeled, but the full extent is unclear. The fire lane should be delineated. This may be more applicable to show on a different sheet.

Response: Comment Addressed. The fire lane is shown in the paving sheet.

22. Sheet C3.01 – The fire lane requires a minimum 7" thick, 3,600 psi concrete w/ #4 bars @ 18" o.c.e.w. A typical section should be provided for the fire lane.

Response: Comment Addressed. The thickness of concrete and rebar has been modified to comply with fire lane specifications.

23. Sheet C3.01 – A copy of the geotechnical Report should be provided to the City for its files.

Response: The geotechnical report will be delivered with the next submittal

24. Sheet C3.01 – A note should be added for sawcutting of the existing pavement for the driveway connections.

Response: Comment Addressed.

25. Sheet C3.01 – Gage Road is a Collin County roadway and, therefore, the driveways and culverts within the ROW will require a Collin County permit.

Response: The application for the permit will be submitted to the county.



Ion Design Group, PLLC  
7075 Twin Hills Ave, Ste 350  
Dallas, TX 75231  
Jason@IonDesignGroup.net  
214.370.3470

26. Sheet C4.02 – The Engineer should verify that the 100-yr storm event can be contained within the proposed driveway section (acts as drainage ditch) or the extents of the flood area if not contained

Response: Driveway pavement capacity information added to the design plans.

27. Sheet C4.03 – Minimum driveway culvert is 15” RCP.

Response: pipe has been modified to 15” RCP

28. Sheet C4.03 – The culvert slopes in the plan and profile do not match.

Response: Comment Addressed.

29. Sheet C4.03 – The engineer should verify that the velocity at the culvert outfalls is not sufficient to require additional erosion protection.

Response: Culvert outfall velocities are less than 3 FPS, which is below the maximum velocity requirements for all vegetative channel linings listed in Table 3.3 of the iSWM Hydraulics Manual.

30. Sheet C4.04 – Due to the slope of the driveway conveying flow to the trench drain, the Engineer should verify that this design is sufficient to capture the calculated flows.

Response: Proposed flows and capacities are provided on the storm plan sheets for the trench drains.

31. Sheet C5.01 – We recommend a new fire hydrant be installed on the south side of Gage Road to facilitate firefighting efforts.

Response: A Fire Hydrant has been added to the sheet.

32. Sheet C6.01 – Erosion control measures should be provided within the Gage Rd ROW.

Response: Comment Addressed.

33. Sheet C6.01 – The General Permit identified should be the latest version.

Response: Comment Addressed.

34. Sheet C6.01 – A copy of the NOI and SWPPP should be provided to the City of Lavon.

Response: The contractor will provide the NOI and SWPPP to the City.



Ion Design Group, PLLC  
7075 Twin Hills Ave, Ste 350  
Dallas, TX 75231  
Jason@IonDesignGroup.net  
214.370.3470

35. Sheet C6.03 – There appears to be several modifications required to the Site Description sections (see markups).

Response: Comment Addressed.

36. Sheet C6.05 – The current permit version should be used.

Response: Sheet C6.05 removed. NOIs are submitted online by the Contractor per the latest version of the TCEQ General Permit

## PLANNING + DESIGN COMMENTS

1. The submitted plat is a Preliminary Plat, however the “Final Plat” submission type was selected on the plat application. Correct the plat application so that the submission type reflects the type of plat submitted.

Response: Application will be corrected.

2. Revise the plat to remove the topography lines and provide on a separate Preliminary Drainage Plan.

Response: Comment Addressed.

3. Revise the plat to add the city approval block in accordance with the requirements of Section 9.02.004(c)(6) of the Subdivision Ordinance.

Response: The correct city approval block is on the second sheet.

4. Revise the plat to correct the leader line placement for the 24’ Private Drainage Easement labeled on Lot 1, as shown in the snapshot below.

Response: Comment Addressed.

5. Please clarify the proposed trash service vehicle collection route for each lot.

Response: Trash route proposed along fire lane.

6. Note: The Engineering and Fire Departments will determine if a Firelane Easement will be required on the property.

Response: Acknowledged.

7. Revise the plat to designate the Drainage Easement, shown on Lot 1, as a Common Area [CA#, Block letter].

Response: Plat revised.



Ion Design Group, PLLC  
7075 Twin Hills Ave, Ste 350  
Dallas, TX 75231  
Jason@IonDesignGroup.net  
214.370.3470

8. Revise the plat to add the following Common Area note: "Common Area [#], Block [letter] will be owned and maintained by the HOA."

Response: Plat revised.

9. The distance of the eastern property boundary, shown on the plat, is different than the distance listed in the Owners Certificate. Revise the plat accordingly so the distances are the same.

Response: The distance shown on the plat for the east property boundary is 568.32'. Per the description in the Owners Certificate, it is "a total distance of distance of 568.32 feet".

10. Upon resubmittal, please provide a comment response letter indicating acknowledgement or clarification of how each comment has been addressed.

Response: Comment addressed.

Sincerely,

A handwritten signature in blue ink that reads "Jason Trafton". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

**Jason Trafton, PE**  
Director of Engineering  
Ion Design Group, PLLC  
214.370.3470  
Jason@IonDesignGroup.net

September 16, 2024

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

Re: Watercross Townhomes - 4 Lots, 6.448 Acres  
Preliminary Plat Review

Dear Ms. Dobbs:

As requested, we have reviewed the Preliminary Plat documents dated May 7, 2024, as prepared by Winkelmann & Associates, Inc. and Civil Engineering Plans dated July 24, 2024 as prepared by Ion Design Group, for the above referenced property. The property is located on the south side of Gage Road, north and west of Lake Breeze Estates within the City of Lavon ETJ. Additional comments may be provided by the City Planner. FMI comments should be considered supplemental to the Planner comments. Our comments are as follows:

#### GENERAL

1. The property is located within the City of Lavon ETJ. The City of Lavon is authorized for Plat Approval within the ETJ per the City-County Plat Approval Agreement between the City of Lavon and Collin County dated March 25, 2002.
2. Sanitary sewer is to be provided with on-site facilities. This will require Collin County permitting and approval.
3. Water service is through Bear Creek SUD.

#### PLAT

4. The title block should be modified to include "City of Lavon ETJ"
5. The title block should remove the "City Plan File No." since this is not applicable.
6. Yaupon Holly should be "Street", not "Road".
7. The north road should be "Gage Road" instead of "County Road 486 (Lake Road). This correction should also be addressed in the written description.
8. A bearing is missing on the drawing in the northeast corner.
9. There are a couple of distances that differ between the drawing and the written description.
10. There are several easements associated with access and drainage. Since there are common lines within these easements, it is not clear as to the limits of each one. In addition, the Fire Lane should be within an easement. The Plat should be updated to clearly identify each easement and/or consolidate for clarity.

11. In the written description, the surveyor should verify the use of “northwest” for a corner description.
12. The Owners Dedication should include “City of Lavon ETJ” per the markup.
13. The Owners Certificate should be modified to show the plat approval is through the City of Lavon, and not Collin County.
14. The Surveyors Statement should be modified to reflect that the City of Lavon Subdivision Regulations is applicable for this project.
15. The City of Lavon Preliminary Plat signature block should be included.

#### CIVIL ENGINEERING PLANS

16. Plans will be required to be submitted to Bear Creek SUD for review and comment.
17. Sheet C1.01 – We recommend that the City of Lavon General Notes (Per Ordinance 2024-06-01) be used for this project. If additional notes are used, then it should be noted that City of Lavon standards govern in the event of a conflict. Attached are markups of the notes that identify some conflicts/modifications. These markups should not be considered comprehensive as there may be additional conflicts that should be resolved.
18. All sheets – Change north road to Gage Rd.
19. Sheet C2.01 – Note 5 should be changed to City of Lavon.
20. Sheet C2.01 – The grading plan does not appear to account for the proposed driveway culverts.
21. Sheet C2.01 – A fire lane is labeled, but the full extents are not clear. The fire lane should be delineated. This may be more applicable to show on a different sheet.
22. Sheet C3.01 – The fire lane requires a minimum 7” thick, 3,600 psi concrete w/ #4 bars @ 18” o.c.e.w. A typical section should be provided for the fire lane.
23. Sheet C3.01 – A copy of the geotechnical Report should be provided to the City for its files.
24. Sheet C3.01 – A note should be added for sawcutting of the existing pavement for the driveway connections.
25. Sheet C3.01 – Gage Road is a Collin County roadway and, therefore, the driveways and culverts within the ROW will require a Collin County permit.
26. Sheet C4.02 – The Engineer should verify that the 100-yr storm event can be contained within the proposed driveway section (acts as drainage ditch) or the extents of the flood area if not contained.
27. Sheet C4.03 – Minimum driveway culvert is 15” RCP.
28. Sheet C4.03 – The culvert slopes in the plan and profile do not match.

29. Sheet C4.03 – The engineer should verify that the velocity at the culvert outfalls is not sufficient to require additional erosion protection.
30. Sheet C4.04 – Due to the slope of the driveway conveying flow to the trench drain, the Engineer should verify that this design is sufficient to capture the calculated flows.
31. Sheet C5.01 – We recommend a new fire hydrant be installed on the south side of Gage Road to facilitate firefighting efforts.
32. Sheet C6.01 – Erosion control measures should be provided within the Gage Rd ROW.
33. Sheet C6.01 – The General Permit identified should be the latest version.
34. Sheet C6.01 – A copy of the NOI and SWPPP should be provided to the City of Lavon.
35. Sheet C6.03 – There appears to be several modifications required to the Site Description sections (see markups).
36. Sheet C6.05 – The current permit version should be used.

This concludes our review of the above-referenced Preliminary Civil Engineering Plans. A copy of documents, with markups, is attached for your convenience. Comments related to Civil Engineering Plans can be addressed as part of the Final Plat.

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

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

Sincerely,  
FREEMAN-MILLICAN, INC.



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

Cc: Mike Jones, Danny Anthony, David Carter, Abra Nusser, AICP, Tiffany McLeod, EIT

Attachments

F:\17024 - LAV General Servies\9 - Review\Watercross Townhomes\Watercross Townhomes - Preliminary Plat - Rev 0.docx

September 11, 2024

Kim Dobbs  
 City of Lavon, TX  
 Via Email Delivery to [kdobbs@lavontx.gov](mailto:kdobbs@lavontx.gov)

Re: Watercross Townhomes  
 Preliminary Plat Review  
 LJA Job No. NTP-40467  
 MyGov Submittal: September 5, 2024

LJA Engineering, Inc. has reviewed the submittal referenced above per your request. Provided below are comments relating to planning and design. Please do not hesitate to let us know if you have any questions.

## PLANNING + DESIGN COMMENTS

1. The submitted plat is a Preliminary Plat, however the "Final Plat" submission type was selected on the plat application. Correct the plat application so that the submission type reflects the type of plat submitted.
2. Revise the plat to remove the topography lines and provide on a separate Preliminary Drainage Plan.
3. Revise the plat to add the city approval block in accordance with the requirements of Section 9.02.004(c)(6) of the Subdivision Ordinance.
4. Revise the plat to correct the leader line placement for the 24' Private Drainage Easement labeled on Lot 1, as shown in the snapshot below.



5. Please clarify the proposed trash service vehicle collection route for each lot.

6. Note: The Engineering and Fire Departments will determine if a Firelane Easement will be required on the property.
7. Revise the plat to designate the Drainage Easement, shown on Lot 1, as a Common Area [CA#, Block letter].
8. Revise the plat to add the following Common Area note: "Common Area [#], Block [letter] will be owned and maintained by the HOA."
9. The distance of the eastern property boundary, shown on the plat, is different than the distance listed in the Owners Certificate. Revise the plat accordingly so the distances are the same.
10. Upon resubmittal, please provide a comment response letter indicating acknowledgement or clarification of how each comment has been addressed.

Comments prepared and compiled by:



Tiffany McLeod, AICP, EIT  
Project Manager, Placemaking + Resilience at LJA  
Email: [tmcleod@lja.com](mailto:tmcleod@lja.com)  
Phone: 469.348.6571  
On behalf of the City of Lavon, TX

Quality check by:



Abra R. Nusser, AICP  
Director of Placemaking + Resilience at LJA  
Email: [anusser@lja.com](mailto:anusser@lja.com)  
Phone: 972.339.8186  
On behalf of the City of Lavon, TX



## CITY OF LAVON Agenda Brief

**MEETING: November 5, 2024**

**ITEM: 6 - H**

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**Item:**

CONSENT AGENDA

Approve Resolution No. **2024-11-02** approving and authorizing the execution of an Assessment Collection Services Agreement with Collin County for the Trails of Lavon Public Improvement District Improvement Area #3; and providing for an effective date.

**Background:**

When the City Council authorized the creation of the Trails of Lavon Public Improvement District (PID), Collin County was selected as the Assessor-Collector for the PID special assessments because the county offices are reasonably local, and Collin County agreed to include the assessments on the annual property tax bills that the County sends out annually. Collin County already provides assessment and collection services for ad valorem taxes for the City. It is logical for Collin County to continue providing the services with the levy of assessments in each of the City's PIDs.

**Financial Implications:**

The assessment and collection services are funded by the respective PIDs that are served. There is not a direct financial implication for the City. The convenience of paying the assessments with the property tax bills provides a higher level of service for the residents. The transition provides an easier path should a resident wish to escrow their PID assessments with their property taxes through their mortgage company.

***Staff Notes:***

The City Attorney has previously reviewed the proposed agreement form. Approval is recommended.

**Attachments:** Proposed Resolution and Agreement

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2024-11-02**

Interlocal Agreement for Assessment Collection Services Collin County

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE ASSESSMENT COLLECTION SERVICES AGREEMENTS WITH COLLIN COUNTY FOR THE TRAILS OF LAVON PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3; AND PROVIDING FOR 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 Collin County have the authority to enter into these Agreements under the Act; and

**WHEREAS**, upon full review and consideration of the Assessment Collection Services Agreements for the Trails of Lavon Public Improvement District 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 execution of the Assessment Collection Services Agreements is authorized.

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

**SECTION 1.** That the City Council does hereby approve and authorize the execution of the Assessment Collection Services Agreements for the Trails of Lavon Public Improvement District, Improvement Area No. 3 which is attached hereto, incorporated herein, and labeled as “Exhibit A”.

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

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas on the 5<sup>th</sup> day of November 2024.

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

ATTEST:

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

**RESOLUTION NO. 2024-11-02**

**EXHIBIT A**

Assessment Collection Services Agreement

Trails of Lavon Public Improvement District IA#3

# ASSESSMENT COLLECTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of August, 2024 by and between County of Collin (hereinafter called "County"), a political subdivision of the State of Texas, and Trails of Lavon Public Improvement District Improvement Area No. 3; (here-after called "Assessment Entity"), a duly organized and existing PID, under the laws of the State of Texas, each acting herein by and through its duly authorized officials.

## **RECITALS**

1. The parties to this Agreement wish to consolidate the collection of the PID assessment into one agency, the Collin County Tax Assessor Collector.
2. The parties enter in this Agreement in order to eliminate the duplication of the system for collection of the PID assessment and to promote efficiency.
3. Therefore, under the authority of sections 6.23 and 6.24, Texas Property Tax Code and the Interlocal Cooperation Act, Texas Government Code Chapter 791 the parties agree as follows:

## **SECTION 1 DEFINITIONS**

- 1.01 *Assessment Collection Services.* The term "Assessment Collection Services" shall include preparation and mailing of the PID Assessments, assessed by the Assessment Entity, correction of found clerical errors in assessments, collection of assessment liabilities, maintenance of a list of delinquent assessments, and issuance of refunds. Assessment Collection Services do not include appraisal of property.
- 1.02 *Current Assessments.* The term "Current Assessments" shall mean those assessments legally due and payable to the Assessment Entity without penalty and interest.
- 1.03 *Delinquent Assessments.* The term "Delinquent Assessments" shall mean the property assessments that have not been paid to the Assessment Entity on or before January 31<sup>st</sup> of any given year and on which penalty and interest are now due.

## **SECTION 2 TERM**

- 2.01 *Term.* The term of this Agreement shall commence on August 01, 2024 and shall continue in full force and effect until September 30, 2025. Thereafter,

this Agreement shall automatically renew annually for an additional one (1) year term without the necessity of any action by the parties.

- 2.02 *Termination.* Either party may terminate this Agreement by giving ninety (90) Days written notice to the other party.

### **SECTION 3 SERVICES**

- 3.01 *Services to be Performed.* The County agrees to provide assessment collection services to the Assessment Entity. The Assessment Entity agrees that all collections, assessments, penalties, interest, and attorney fees are to be in accordance with the Texas State Property Tax Code, as amended. The county's delinquent tax attorney will represent the interests of the Assessment Entity.

- 3.02 *Tax Bills.* By August 31<sup>st</sup> of each year the Assessment Entity shall provide the County with the Assessment Roll and a copy of the Resolution/Ordinance adopting the annual fixed rate assessment for that year. Failure to supply the Assessment Roll for any given year by said date, will result in a late processing fee of Five Thousand Dollars (\$5,000.00) plus an additional per statement fee, equal to the costs of printing and mailing all statements. The County agrees to prepare consolidated tax and assessment bills for each taxpayer. The tax bill shall include taxes and assessments owed to all taxing units to which the taxpayer owes taxes and assessments, except those units which have not been contracted with the County for tax collection services. The County will mail such tax and assessment bills to the property located within the Assessment Entity by October 1st of each year, or as soon thereafter as practicable.

The Assessment Roll should be in the format as required by the Tax Assessor Collector. It shall be delivered to the Tax Assessor Collector and the Property Tax Collection Supervisor via e-mail. The annual Assessment Roll is to be accompanied by the Governing Body's Resolution/Ordinance for the assessment.

### **SECTION 4 PAYMENTS**

- 4.01 *Rate of Payment.* The Assessment Entity shall pay the County for Assessment Collection Services at a rate of Five Hundred Dollars

(\$500.00) per year, and Three Dollars (\$3.00) per non-exempt parcel per year for parcels on the Assessment Entity's tax roll during the term of this Agreement plus any late processing fees and other required services, as indicated in Section 3.02 and section 7, If there is a fee from the property tax software provider for setting up the entity and loading the file in the first year of the contract, the fee would be paid by the Assessment Entity.

4.02 *Method of Payment.* The County shall withhold from the assessment collected under this Agreement the amount of money necessary to pay for assessment collection services at the rate indicated in Section 4.01 from the December collections. The Assessment Entity shall not be entitled to receive any assessments collected for a tax year until the County has withheld the total amount of compensation under Section 4.01 for that year.

4.03 *Proration of Payment.* If this Agreement is terminated during the original term or any annual term prior to the time that the County has withheld sufficient funds pursuant to Section 4.02 to aggregate the amount of payment set forth in Section 4.01, the County's compensation for assessment collection services for the original term or a renewed term shall equal the amount set forth in Section 4.01, if the tax statement, including the assessment for the year, has been printed.

## **SECTION 5 REMITTANCE OF COLLECTION**

The assessment collected by the County for the Assessment Entity shall be remitted to the Assessment Entity after the proper amount of payment, as set out in Section 4, and any taxpayer refunds have been withheld. Assessments collected shall be remitted to the Assessment Entity within seven (7) days from the date they are received by the County Tax Office.

## **SECTION 6 ADMINISTRATIVE PROVISIONS**

6.01 *Records.* The Assessment Entity, or its representatives designated in writing, upon reasonable notice is authorized to examine the records to be kept by the County in the performance of this Agreement at mutually convenient times and intervals. Such books and records will be kept in the offices of the Collin County Tax Assessor Collector.

- 6.02 *Assessment Entity Records.* The Assessment Entity agrees to transfer to the possession and control of the County, without charge, copies of all records necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. These records shall include all assessment records, including assessment rolls or records available to the Assessment Entity, as required by the County Tax Assessor Collector.
- 6.03 *Surety Bond.* If the Assessment Entity requires the County to obtain a surety bond for the Tax Assessor Collector, the Assessment Entity agrees to pay the premium for such bond.
- 6.04 *Audits.* The County, upon reasonable notice, agrees to allow an audit of the assessment records at a mutually convenient time. A copy of the audit results shall be furnished to the County. The Assessment Entity will pay the cost of the audit.
- 6.05 *Deposits of Assessments.* The County agrees to deposit assessments collected under this Agreement into such depository as is designated by the Assessment Entity in writing.
- 6.06 *Assessment Entity Contacts:* The name, phone number, and e-mail address of a person who can answer taxpayer's questions about the Assessing Entity and assessments will be provided to the Collin County Tax Assessor-Collector within ten (10) business days from the execution of this Agreement. The name, phone number and e-mail address of a person who can answer the Tax Assessor Collector, or their staff, questions relating to the fund transfers, and other operational topics will be provided to the Collin County Tax Assessor-Collector within ten (10) business days from the execution of this Agreement.

## **SECTION 7 CORRECTED BILLING SERVICES**

In the event that the Assessment Entity's fixed rate assessment changes after the County begins collections for the Assessment Entity in any given year, the County will continue to act for the Assessment Entity in providing refunds to taxpayers or sending corrected billings. A change

in the Assessment Entity's fixed rate assessment will result in a late processing fee, that may be in addition to any applicable late processing fee pursuant to Section 3.02, of Five Thousand Dollars (\$5,000.00), plus an additional per statement fee, equal to the costs of printing and mailing all statements. The Assessment Entity will provide to the County, a corrected Ordinance approving any changes to the fixed rate assessment or assessment roll.

## **SECTION 8 REFUNDS**

Refunds to property owners authorized by the Assessment Entity will be made on the same check for all taxing units contracting for tax and assessment collection services. Circumstances on which refunds may be based include, but are not limited to; clerical errors, and overpayments. The amounts refunded by the County for the Assessment Entity shall be paid by the County from assessment collections on hand for the Assessment Entity after the County's compensation is withheld pursuant to Section 4 of this Agreement. If assessment collections for the Assessment Entity in the County's possession are insufficient to pay for a refund, the County shall notify the Assessment Entity of the deficiency, and the deficiency amount shall be paid by the Assessment Entity to the County within fourteen (14) days of notification of the amount due. The County shall not be obligated to pay a refund unless it has sufficient Assessment Entity assessment collections in its possession to pay the refund or the Assessment Entity has paid to the County sufficient funds to cover the deficiency. The Assessment Entity agrees that any payment(s) that it is required to make under this section shall be made out of the Assessment Entity's current revenues.

## **SECTION 9 MISCELLANEOUS PROVISIONS**

9.01 *Liability.* To the extent allowed by law, any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the Assessment Entity. The parties agree that the County shall be acting only as the agent for the Assessment Entity in performing the services contemplated by this Agreement.

THE ASSESSMENT ENTITY SHALL HOLD THE COUNTY FREE AND HARMLESS

FROM ANY OBLIGATION, COSTS, CLAIMS, JUDGMENTS, ATTORNEYS' FEES, AND OTHER SUCH LIABILITIES ARISING FROM OR GROWING OUT OF THE SERVICES RENDERED TO THE ASSESSMENT ENTITY PURSUANT TO THE TERMS OF THIS AGREEMENT OR IN ANY WAY CONNECTED WITH THE RENDERING OF SAID SERVICES, EXCEPT WHEN THE SAME SHALL ARISE BECAUSE OF THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE COUNTY.

- 9.02 *Controlling Law.* This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas. Exclusive venue for any action taken relative to this Agreement shall be in Collin County.
- 9.03 *Sovereign Immunity.* It is expressly understood and agreed that, in the execution of this Agreement, neither the County nor Assessment Entity waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- 9.04 *Amendments.* This Agreement shall not be amended or modified other than in a written Agreement signed by the parties.
- 9.05 *Notices.*
- (a) Except as otherwise provided in this Agreement all notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, with proper postage prepaid or when delivered in person.
- (b) All communications provided for in this Agreement shall be addressed as follows:
- (ii) *if to the County, to:*
- County Administrator  
Yoon Kim  
Collin County  
2300 Bloomdale Road, Suite 4192  
McKinney, Texas 75071

With a correspondence copy to the Tax Assessor Collector, 2300 Bloomdale Road, Suite, 2366, P.O. Box 8006, McKinney, Texas 75070-8006.

(ii) *if to the Assessment Entity, to:*

City Manager  
Kim Dobbs  
City of Lavon  
120 School Road  
Lavon, Texas 75166

or to such person at such other address as may from time to time be specified in a notice given as provided in this Section 9.05.

9.06 *Parties Bound.* This Agreement may not be assigned and shall be binding upon the parties, their heirs, executors, legal representatives, and successors.

9.07 *Copies.* This Agreement is executed in multiple copies, any one of which, or a true copy thereof, shall have the same evidentiary value.

9.08 *Integration.* It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.

9.09 *Severability.* The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of the Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith, upon the delivery of written notice of termination to the other party.

- 9.10 *Captions.* The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.
- 9.11 *Obligations of Condition.* All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.
- 9.12 *Exclusive Right to Enforce This Agreement.* The County and the Assessment Entity have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

***[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY – SIGNATURES ON FOLLOWING PAGE]***

**EXECUTED** at McKinney, Texas on the day and year first written above.

**COLLIN COUNTY, TEXAS**

Judge Chris Hill

By: \_\_\_\_\_

Title: County Judge of Collin County

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

**Trails of Lavon Public Improvement District Improvement Area No. 3**

Kim Dobbs

By: \_\_\_\_\_

Title: City Manager, City of Lavon

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

**COLLIN COUNTY, TEXAS**

Kenneth L. Maun, Tax Assessor Collector

By: \_\_\_\_\_

Title: Tax Assessor Collector of Collin County

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



## CITY OF LAVON Agenda Brief

MEETING: November 5, 2024

ITEM: 6 - I

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**Item:**

CONSENT AGENDA

Approve Resolution No. 2024-11-03 approving and authorizing the execution of a Master Streetlight Agreement with Oncor Electric Delivery Company LLC for street lighting and documents related thereto; and declaring an effective date.

**Background:**

Oncor Electric Delivery Company, LLC (Oncor) provides electric service and owns and maintains streetlights in certain parts of the City. Oncor recently notified the City that all major streetlight manufacturers used by Oncor, and the industry at large, have either started or have completely phased out High Pressure Sodium (HPS) streetlight fixtures and no longer offer HPS fixtures as part of their inventory. Oncor further notified the City that due to changing industry standards, Oncor has made the decision to begin replacing all existing Oncor owned/maintained HPS fixtures with LED fixtures as they fail and will only offer LED fixtures for new construction.

Oncor is asking for all communities in which they own and operate streetlights to update and return a signed copy of the agreement.

The parts of the City that are served by Farmers Electric Cooperative will not be affected by this proposed agreement update.

**Financial Implications:**

The financial implications are not substantial. Information regarding current approved rate and tariff information is publicly available online at:

[Tariff for Retail Delivery Service.pdf.coredownload.pdf \(oncor.com\)](https://www.oncor.com/coredownload/pdf/Tariff%20for%20Retail%20Delivery%20Service.pdf)

**Staff Notes:**

The City Attorney has reviewed the proposed agreement. Approval is recommended.

**Attachments:** Proposed Resolution and Agreement

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2024-11-03**

Oncor – Master Streetlight Agreement

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS  
APPROVING AND AUTHORIZING THE EXECUTION OF A MASTER  
STREETLIGHT AGREEMENT WITH ONCOR ELECTRIC DELIVERY  
COMPANY LLC FOR STREET LIGHTING AND DOCUMENTS RELATED  
THERETO.**

**WHEREAS**, Oncor Electric Delivery Company, LLC (“Oncor”) provides streetlight services within certain areas of the City of Lavon; and

**WHEREAS**, according to Oncor, all major streetlight manufacturers used by Oncor, and the industry at large, have either started or have completely phased out High Pressure Sodium (HPS) streetlight fixtures and no longer offer HPS fixtures as part of their inventory and due to changing industry standards, Oncor has made the decision to begin replacing all existing Oncor owned/maintained HPS fixtures with LED fixtures as they fail and only offer LED fixtures in new construction; and

**WHEREAS**, the City Council of the City of Lavon, Texas (“City Council”) has determined that approving the updated agreement and related documents is appropriate and in the best interest of the citizens of the City.

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

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

**SECTION 2.** The City Council hereby approves and authorizes the execution of a Master Streetlight Agreement with Oncor for streetlight services, attached hereto and incorporated herein as **Exhibit “A”** and documents related thereto attached hereto and incorporated herein as **Exhibit “B”**.

**SECTION 3.** This Resolution shall be effective from and after its date of approval in accordance with the law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAVON** this 5<sup>th</sup> day of November 2024.

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

ATTEST:

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

**RESOLUTION NO. 2024-11-03**

**EXHIBIT "A"**

**MASTER STREETLIGHT AGREEMENT**

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**6.3 Agreements and Forms**  
Applicable: Entire Certified Service Area  
Effective Date: May 1, 2023

Sheet: 17  
Page 1 of 7  
Revision: Three

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**6.3.17 Agreement for Street Lighting Service**

**AGREEMENT FOR STREET LIGHTING SERVICE**

BY AND BETWEEN

**CITY of LAVON**

---

**AND**

**ONCOR ELECTRIC DELIVERY COMPANY LLC**

**DATE**

---

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**6.3 Agreements and Forms**  
Applicable: Entire Certified Service Area  
Effective Date: May 1, 2023

Sheet: 17  
Page 2 of 7  
Revision: Three

**AGREEMENT FOR STREET LIGHTING SERVICE  
BY AND BETWEEN  
ONCOR ELECTRIC DELIVERY COMPANY LLC AND  
[INSERT NAME]**

City of Lavon ("Customer"), and Oncor Electric Delivery Company LLC, for and in consideration of the mutual covenants set forth in this Agreement for Street Lighting Service (the "Agreement"), agree as follows:

- 1. Definitions.** For purposes of this Agreement, the following terms shall have the meanings indicated:
  - a. "Company's Tariff" shall mean the Company's approved Tariff for Retail Delivery Service, as may be revised from time to time during the term of this Agreement, on file with the Public Utility Commission of Texas;
  - b. Customer shall be the "Retail Customer" as such term is used in Company's Tariff.
  - c. "Facility" or "Facilities" shall mean the electrical facilities or equipment, including but not limited to, pole(s), luminaire(s), wires, and appurtenances, owned by Company or Customer, through which Company will provide service to Customer pursuant to this Agreement.
- 2. Term and Termination.** Consistent with the requirements of section 6.1.1.1.8 - Lighting Service of Company's Tariff, this Agreement shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, and, unless terminated early in accordance with the terms of this Agreement, shall remain in effect for an initial term of ten (10) years and from year to year thereafter until canceled by either party consistent with the terms of this Agreement. After the expiration of the initial ten year term, this Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated at any time under the following conditions.
  - (a) If Company begins installation of any requested Facilities prior to receiving full payment of any contribution-in-aid-of-construction provided for in section 6.1.1.1.8 - Lighting Service of Company's Tariff or any subsequently approved similar provision, from Customer or Customer's agent or representative ("Customer's Agent") as appropriate, and Customer or Customer's Agent thereafter fails to make such payment in full, then: (i) Company may immediately terminate this Agreement by providing written notice of such termination to Customer, (ii) Company may remove all such Facilities, and (iii) Customer shall pay Company all cost incurred by Company in removing such Facilities, less the salvage value of such Facilities, within 30 days of Company's removal of the subject Facilities.
  - (b) If Customer discontinues taking electric service from Customer's designated competitive retailer at Facilities, for purposes other than to allow the Customer to begin receiving service from another competitive retailer at such Facilities, then: (i) Company may immediately terminate this Agreement by providing written notice of such termination to Customer, (ii) Company may remove all such Facilities owned by Company, and (iii) Customer shall pay Company all cost incurred by Company in removing such Facilities, less the salvage value of such Facilities, within 30 days of Company's removal of the subject Facilities.
  - (c) If Customer purchases Facilities owned by Company.
- 3. Contribution-In-Aid-Of-Construction.** Section 6.1.1.1.8 - Lighting Service of Company's Tariff provides for the installation or construction by Company of a base level of Facilities with no contribution-in-aid-of-construction required from Customer. For example, Schedule A provides for the installation or construction of wood poles of a type normally used by Company served overhead without the payment of contribution-in-aid-of-construction by Customer. Requested Facilities that exceed such base level require a contribution-in-aid-of-construction to be paid by Customer to Company. Company will begin work on the requested Facilities prior to receipt of full payment of any required contribution-in-aid-of-construction from Customer or Customer's Agent. However, Customer or Customer's Agent shall pay to Company any required

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**6.3 Agreements and Forms**

Applicable: Entire Certified Service Area

Effective Date: May 1, 2023

Sheet: 17

Page 3 of 7

Revision: Three

contribution-in-aid-of-construction prior to Company energizing the requested Facilities or within 90 days from the receipt of a contribution-in-aid-of-construction invoice, whichever is earlier. If Customer has arranged for Customer's Agent to pay to Company any required contribution-in-aid-of-construction, then Customer's Agent shall execute a Supplement to this Agreement, the form of which is attached hereto as Exhibit A, for the sole purpose of establishing such agent's agreement to pay such contribution-in-aid-of-construction.

**4. Service Subject to Company's Tariff.** This Agreement is subject to the terms and conditions of Company's Tariff, and all services provided by Company shall be pursuant to and consistent with Company's Tariff. To the extent any provision of this Agreement conflicts with or is inconsistent with Company's Tariff, then the provisions of Company's Tariff shall control.

**5. Material Change.** In the event that a judicial decision, order, new law or regulation, or a change in any law or regulation, materially and directly affects a party's ability to perform its obligations hereunder, then the party that is negatively affected shall have the right to notify the other party, within 30 days after becoming aware of such detrimental event. The parties shall use their best efforts to negotiate a modification to the terms of this Agreement so as to mitigate the impact of the event. If, after twenty (20) days beyond the notice, the parties have been unable to negotiate a mutually satisfactory modification to the terms of this Agreement, then either party shall have the right to terminate this agreement upon ten (10) days written notice to the other party. If such right to terminate is not exercised within forty-five (45) days after the date of the original notice, then the right to terminate this Agreement shall be waived with respect to the particular event.

**6. Type of Service and Applicable Rate Schedule.** The type of service provided and rate schedule applicable at each Facility or group of Facilities shall be agreed to by the Parties and specified on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B," which may be amended or supplemented as necessary, at any time, by mutual agreement of the parties.

**7. Installation/Construction.** All requests for installation or construction of Facilities subject to this Agreement shall be made on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B" and incorporated into this Agreement by execution of the form Supplement to the Agreement attached hereto as Exhibit "A." All such installation or construction shall be performed by Company pursuant to and consistent with section 6.1.1.1.8 - Lighting Service of Company's Tariff, and all other applicable provisions of such Tariff.

**8. Relocation of Facilities.** Nothing contained herein modifies section 37.101 of PURA, which provides that "the governing body of a municipality may require an electric utility to relocate the utility's facility at the utility's expense to permit the widening or straightening of a street by: (1) giving the electric utility 30 days' notice; and (2) specifying the new location for the facility along the right-of-way of the street." Notwithstanding the foregoing, issues regarding the relocation of Facilities should, if possible, be resolved by the parties prior to the execution of this Agreement and may require the execution of a separate agreement.

**9. Billing and Payment.** Company will invoice Customer directly for the contribution-in-aid-of-construction specified on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B" and any other charges for which Company's Tariff provides for direct billing by Company to Customer. Federal income taxes are due on contributions-in-aid-of-construction, pursuant to current Internal Revenue Service ("IRS") rulings and regulations, unless Customer is eligible for an exemption available under applicable IRS regulations. To the extent such IRS rulings and regulations are modified in a manner that impacts the obligation of Customer to pay such federal income taxes, then the Parties shall implement such modified rulings and regulations on a prospective basis. All other charges associated with the Services provided by Company to Customer will be included on the bill or invoice that Customer receives from Customer's designated competitive retailer.

**10. No Delegation of Authority.** Customer does not by this Agreement delegate its authority or responsibility for the Facilities covered by this Agreement to Company but shall continue to hold full discretion to determine the policies and procedures regarding such Facilities.

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**6.3 Agreements and Forms**

Applicable: Entire Certified Service Area  
Effective Date: May 1, 2023

Sheet: 17  
Page 4 of 7  
Revision: Three

**11. Obstructions.** Customer is responsible for removing all obstructions and trimming all trees that may interfere with the installation or construction of requested Facilities. After installation, Company is responsible for removing or trimming all trees that interfere with the distribution line providing service to the lighting facilities and Customer is responsible for removing or trimming all trees that interfere with the dispersion of light from the Facilities.

**12. Outages.** To the extent that Company is responsible for maintaining Facilities pursuant to this Agreement, Customer may report any Facilities requiring maintenance to Company via either of the following means:

Internet: <http://oncorstreetlight.com>  
Telephone: 1-888-313-4747

**13. Permits.** Customer will secure for Company all permits and consents necessary for the performance of this Agreement.

**14. Notice.** Except as provided in section 12 above, any notice required under this Agreement shall be forwarded to the following representatives of the parties:

Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company:

STAKEHOLDER OPERATIONS  
  
ONCOR ELECTRIC DELIVERY COMPANY LLC  
  
1616 WOODALL RODGERS FWY  
  
DALLAS, TX 75202

**15. Prior Agreements for Street Lighting Service.** This Agreement supersedes and amends all prior agreements for Street Lighting Service between Company and Customer.

**16. Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, Company and Customer and their respective successors and permitted assigns. Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, Company may, without the consent of Customer and upon five (5) days advance written notice, (a) transfer or assign this Agreement to an affiliate of Company, or (b) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of Company. UPON AN ASSIGNMENT PURSUANT TO THIS SECTION, CUSTOMER AGREES THAT COMPANY SHALL HAVE NO FURTHER OBLIGATIONS REGARDING FUTURE PERFORMANCE HEREUNDER.

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**6.3 Agreements and Forms**  
Applicable: Entire Certified Service Area  
Effective Date: May 1, 2023

Sheet: 17  
Page 5 of 7  
Revision: Three

This Agreement is effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[[INSERT CUSTOMER NAME]]

BY:

\_\_\_\_\_

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

ONCOR ELECTRIC DELIVERY COMPANY LLC

BY:

\_\_\_\_\_

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**6.3 Agreements and Forms**  
Applicable: Entire Certified Service Area  
Effective Date: May 1, 2023

Sheet: 17  
Page 6 of 7  
Revision: Three

**EXHIBIT "A"**

**WR Number:** \_\_\_\_\_

**SUPPLEMENT TO  
THE AGREEMENT FOR STREET LIGHTING SERVICE BY AND BETWEEN  
ONCOR ELECTRIC DELIVERY COMPANY LLC AND \_\_\_\_\_  
DATED \_\_\_\_\_**

This Supplement ("Supplement") to the Agreement for Street Lighting Service ("Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by ONCOR Electric Delivery Company LLC and \_\_\_\_\_, ("Customer") both hereinafter referred to as the "Parties." In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. The following Request for Street Lighting Service is hereby added to the Agreement:  

Request for Street Lighting Service dated \_\_\_\_\_, attached hereto as Exhibit B.
2. This Supplement shall become effective upon execution by the Parties.
3. This Supplement is subject to the terms and conditions of the Agreement.
4. If Customer has arranged for its designated agent or representative ("Customer's Agent") to pay to Company the contribution-in-aid-of-construction ("CIAC") referenced in the Agreement, then Customer's Agent shall execute this Amendment for the sole purpose of establishing such agent's agreement to pay such CIAC.
5. Except as otherwise provided herein, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS HEREOF, the Parties have caused this Supplement to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

*ONCOR ELECTRIC DELIVERY COMPANY LLC*

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

\_\_\_\_\_  
[[INSERT CUSTOMER NAME]]

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

*For CIAC purposes only pursuant  
to Section (4) above.*

\_\_\_\_\_  
[[INSERT CUSTOMER'S AGENT'S NAME]]

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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



**RESOLUTION NO. 2024-11-03**

**EXHIBIT "B"**

**STREETLIGHT MAINTENANCE AUTHORIZATION**

## Streetlight Maintenance Authorization for LED Replacements

The City of Lavon authorizes Oncor Electric Delivery Company LLC (Company) to make the following blanket change from an existing non-working\* streetlight fixture which requires a replacement to a light-emitting diode (LED) streetlight fixture:

Replacement Schedule:

Mercury Vapor Wattage	LED Replacement Wattage
175	0 - 55
400	101 - 140
1,000	181 - 265

Metal Halide / HPS Wattage	LED Replacement Wattage
100	0 - 55
150	56 - 100
175	56 - 100
200	101 - 140
250	141 - 180
400	181 - 265
1000	181 - 265

\*A “non-working” streetlight constitutes a failed component within the streetlight fixture. A burned-out lamp or failed photo-control device does not constitute a “non-working” streetlight fixture for this purpose.

Please select all that may apply:

- All     
  Cobra Head     
  Rectangular     
  Post Top     
  Historical

- For each streetlight changed to an LED fixture, City agrees to pay the appropriate LED streetlight rate in accordance with Oncor’s Tariff for Retail Delivery Service, Street Lighting Service, as it currently exists or may be changed in the future.

Based on this blanket authorization from City, when conducting normal maintenance work, Company will not be required to obtain a supplemental agreement signed by City for each individual streetlight replacement. This blanket authorization will remain in place until cancelled in writing by City.

City of Lavon

By: \_\_\_\_\_

Title: \_\_\_\_\_

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



## About New Upgrades to LED Streetlights

Oncor is working with communities as the Company starts the process of replacing High Pressure Sodium (HPS) streetlights with Light-Emitting Diode (LED) streetlights. Oncor is committed to working with the communities we serve to help explain this conversion process and address potential questions or concerns.

### Here's What You Need to Know:

All major manufacturers used by Oncor, and the industry at large, have either started, or have completely, phased out HPS fixtures from their inventory offerings to the point that it is no longer viable to continue to offer HPS fixtures.

### When Will Oncor Replace an HPS Fixture with an LED Fixture:

- During the HPS phase out process:
  - Cities with Maintenance Agreements signed and in place allows Oncor to change out HPS streetlight fixtures with like for like or comparable LED fixtures prior to HPS inventory being depleted.
  - Without a signed Maintenance Agreement in place, the process may be extended and Oncor may have to contact cities to assist with making a decision on the light type that will be installed when replacing the HPS fixture with a new LED fixture.
- In instances where an existing HPS fixture is no longer available and inoperable or presents a safety concern, the light will be replaced with an LED fixture.
- Adjacent streetlights that are still operating safely and reliable will not be replaced with an LED until it becomes inoperable or a safety concern.
  - These adjacent streetlights may be replaced at a cost per the Conversion or Replacement of Existing Functional Facilities at Retail Customers' request under the Lighting Service section of Oncor's Retail Tariff.
- The cost of LED fixtures will vary depending on type and wattage that is requested or needed.
- All light types will be subject to this replacement.
- Information regarding current approved rate and tariff information is publicly available online at [Oncor.com/TariffsandRates](https://www.oncor.com/TariffsandRates)

### About LED Fixtures:

- LED fixtures are the industry-wide preference for streetlighting because it both significantly uses less energy and has an increased lifespan, which leads to improved service reliability and lower costs for customers.
  - HPS fixtures typically last about 15 years, and require bulb replacements every 4 to 6 years.
  - LED fixtures are typically rated to last 15 to 20 years, with no bulb replacement or maintenance.

### Oncor Offering Lower Temperature LED Fixtures:

- In addition to LED fixtures becoming the only offered light fixture for streetlights, Oncor is also beginning to provide DarkSky compliant fixtures.
- DarkSky fixtures are 3000K color temperature and are available to cities that opt in.
  - Cities may choose either the 3000K or 4000K option for LEDs. Oncor recommends that Retail Customers not mix 3000K and 4000K in order to avoid maintenance issues.
  - Currently only **Cobraheads**, **Historical Pendant**, and the **Town and Country Post Top** are available in 3000K.



Updated Rates

# Oncor LED Streetlight Fixture Offerings

AND

## Monthly Cost Breakdown

Oncor has updated the LED lighting option rates for cities interested in installing and/or replacing streetlight fixtures under Oncor's lighting tariff.

### COBRA HEAD\*



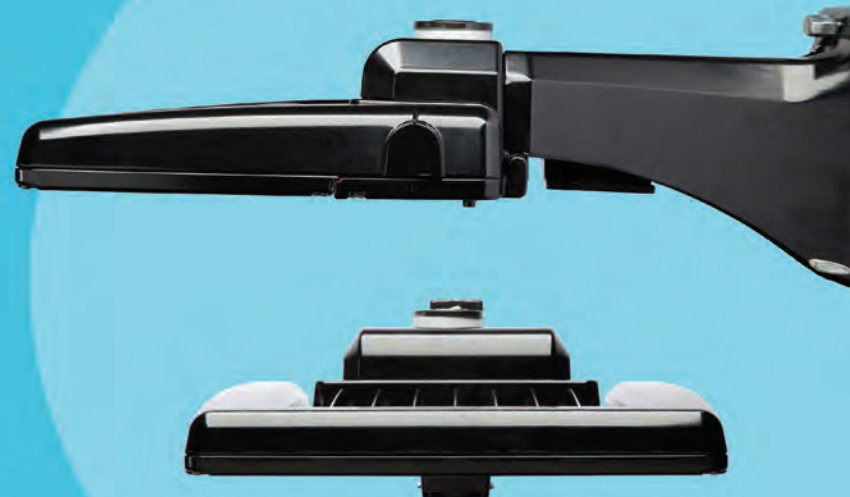
LAMP	WATTAGE	KWH	SCHEDULE A
LED	0-55	15	\$10.37
LED	56-100	39	\$10.68
LED	101-140	45	\$11.53
LED	141-180	55	\$12.21
LED	181-265	80	\$13.07

\*MANUFACTURER AND WATTAGE ARE SUBJECT TO CHANGE



## RECTANGULAR\*

LAMP	WATTAGE	KWH	SCHEDULE A
LED	0-55	15	\$19.86
LED	56-100	30	\$20.64
LED	101-140	45	\$21.23



\*MANUFACTURER AND WATTAGE ARE SUBJECT TO CHANGE

## POST TOP\*



LAMP	WATTAGE	KWH	SCHEDULE A
LED	0-55	15	\$13.33
LED	56-100	30	\$13.61

\*MANUFACTURER AND WATTAGE ARE SUBJECT TO CHANGE

## HISTORICAL\*

LAMP	WATTAGE	KWH	SCHEDULE A
LED	0-55	15	\$25.34
LED	56-100	30	\$25.56



\*MANUFACTURER AND WATTAGE ARE SUBJECT TO CHANGE

3/2023





## CITY OF LAVON Agenda Brief

MEETING: November 5, 2024

ITEM: 7 – A

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**Item:**

Public hearing, discussion, and action regarding the property owner’s petition for the voluntary annexation of property in the Drury Anglin Survey, Abstract No. 2, being all of a 59.119 acre tract of land conveyed to Community Independent School District by deed recorded in Instrument Number 2022000087532 of the Official Public Records of Collin County, Texas generally located at 900 Rosewood Drive situated in Collin County within the extraterritorial jurisdiction of and adjacent to the City of Lavon, Texas into the corporate limits of the City of Lavon, Collin County, Texas

- 1) Presentation of the proposed voluntary annexation.
- 2) **PUBLIC HEARING** to receive comments regarding the proposed voluntary annexation.
- 3) Discussion and action regarding the proposed voluntary annexation and Ordinance No. **2024-11-02**.

**Background:**

The Board of Trustees of Community Independent School District (CISD), the landowner of approximately 59.119 acres of property where Dodson Elementary School and Community Trails Middle School are constructed submitted a petition for the voluntary annexation of the property into the City. The property is adjacent to and in the extraterritorial jurisdiction (ETJ) of the City of Lavon On October 15, 2024, the City Council accepted the petition and called a public hearing.

The state law provides that a city may annex property on the request of the owner, the provisions of which are set out 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 landowner and City agreed to and executed a Municipal Services Agreement that sets out the provision of municipal services to the annexed area.

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

**Financial Implications:**

Municipal services may be provided within existing budgeted levels.

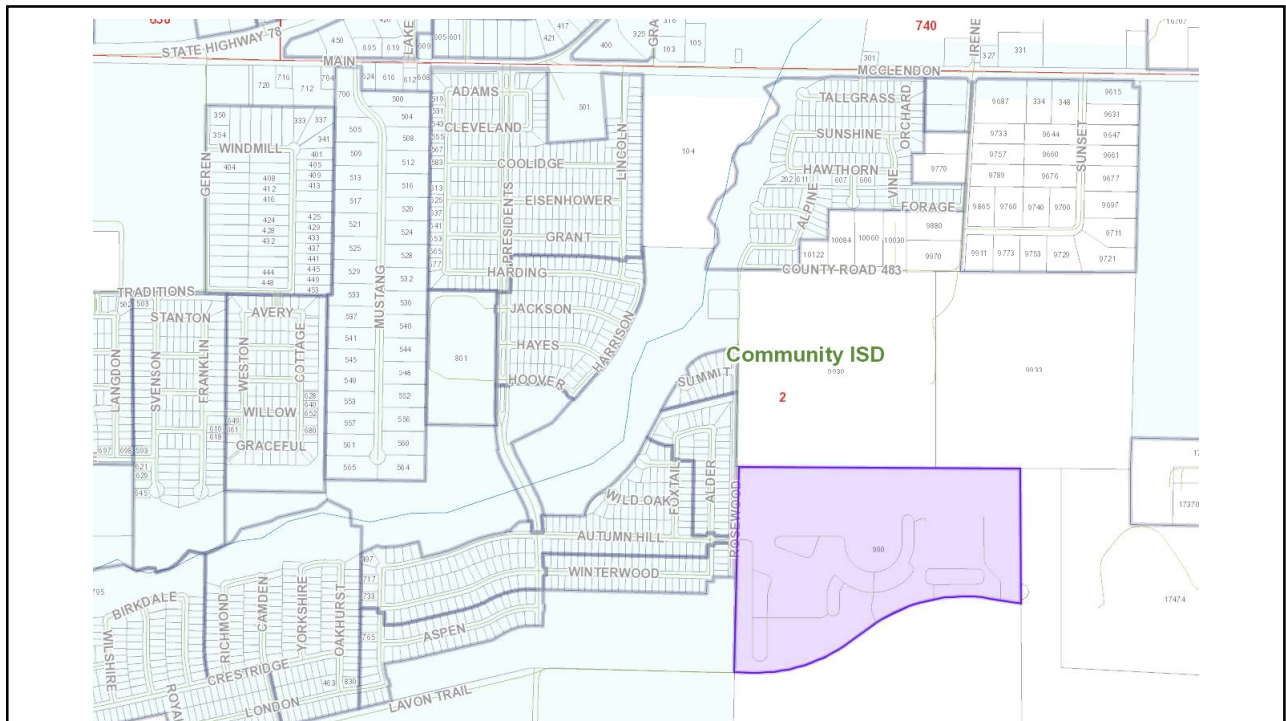
***Staff Notes:***

Approval is recommended.

**Attachments:** 1. Location Exhibits  
2. Proposed Ordinance



19



20



**CITY OF LAVON**  
**ORDINANCE NO. 2024-11-02**

Voluntary Annexation – 59.119 acres, CISD

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS, ANNEXING APPROXIMATELY 59.119 ACRES OF LAND GENERALLY LOCATED AT 900 ROSEWOOD DRIVE NORTHEAST OF THE INTERSECTION OF ROSEWOOD DRIVE AND LAVON TRAIL PARKWAY, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, CURRENTLY 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 of approximately 59.119 acres of land generally located at 900 Rosewood northeast of the intersection of Rosewood Drive and Lavon Trail Parkway, Collin County, Texas, and being more particularly described and graphically depicted in Exhibit “A” (the “Property”) has requested by petition to voluntarily annex and the City desires to annex certain territory described herein; 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, public hearings, 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**, in accordance with Section 43.1056 of the Texas Local Government Code, the City will annex the right-of-way of the street that is contiguous to the Property; and

**WHEREAS**, the City Council of the City (the “City Council”) finds and determines that annexation of the Property hereinafter described is in the best interests of the citizens of the City 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 a part of the Drury Anglin Survey, Abstract No. 2, being all of a 59.119 acre tract of land conveyed to Community Independent School District by deed recorded in Instrument Number 2022000087532 of the Official Public Records of Collin County, Texas, plus any and all adjacent rights-of-way, 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 and all adjacent rights-of-way 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 5<sup>th</sup> day of November 2023.

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

**ATTEST:**

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

**EXHIBIT A**  
**Legal Description of the Property**

**ATTACHMENT A**

BEING a 59.119 acre tract of land out of the D. Anglin Survey, Abstract Number 2, Collin County, Texas same being all of a called 59.119 acre tract of land to the Board of Trustees of the Community Independent School District as recorded in Instrument Number 2022000087532 of the Official Public Records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a 1/2 inch iron rod found on east side of County Road 483 on the south line of a tract of land to Michael J. Box as recorded in Volume 5420, Page 485 of the Deed Records of Collin County, Texas and for the northwest corner of said 59.119 acre tract;

THENCE South 89 degrees 36 minutes 17 seconds East departing the east line of said County Road 483 generally along a barbed wire fence, same being along the north line of said 59.119 acre tract and the south line of said Box tract Volume 5420, Page 485 and the south line of another tract of land to Michael J. Box as recorded in Instrument Number 96-0084391 of the Deed Records of Collin County, Texas passing a 1/2 inch iron rod found for the southeast corner of said Box tract recorded in Instrument Number 96-0084391, also being the southwest corner of a called 50.64 acre tract of land to William Patrick Box as recorded in Volume 5420, Page 482 of the Deed Records of Collin County, Texas at a distance of 1447.69 feet and continuing along the south line of said 50.64 acre tract same being the north line of said 59.119 acre tract a total distance of 2106.39 feet to a 5/8 inch iron rod with cap stamped "TNP" found for the northeast corner of said 59.119 acre tract and the northwest corner of a called 55.0 acre tract known as Tract One to Juan Antonio Munoz as recorded in Instrument Number 20150526000608660 of the Official Public Records of Collin County, Texas;

THENCE South 00 degrees 21 minutes 08 seconds East along the east line of said 59.119 acre tract same being the west line of said 55.0 acre tract and continuing generally along a barbed wire fence, a distance of 1005.21 feet to a 5/8 inch iron rod with cap stamped "TNP" found for the southeast corner of said 59.119 acre tract at the beginning of a curve to the right;

THENCE departing the west line of said 55.0 acre tract and along the south line of said 59.119 acre tract the following courses and distances;

With said curve to the right having a radius of 1200.00 feet, a central angle of 01 degrees 42 minutes 19 seconds, an arc length of 35.72 feet, a chord bearing of North 81 degrees 42 minutes 53 seconds West, a distance of 35.71 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

North 80 degrees 51 minutes 43 seconds West, a distance of 200.85 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 1200.00 feet, a central angle of 45 degrees 19 minutes 25 seconds, an arc length of 949.25 feet, a chord bearing of South 76 degrees 28 minutes 34 seconds West, a distance of 924.70 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

South 53 degrees 48 minutes 52 seconds West, a distance of 180.83 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 1200.00 feet, a central angle of 37 degrees 30 minutes 22 seconds, an arc length of 785.53 feet, a chord bearing of South 72 degrees 34 minutes 03 seconds West, a distance of 771.57 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

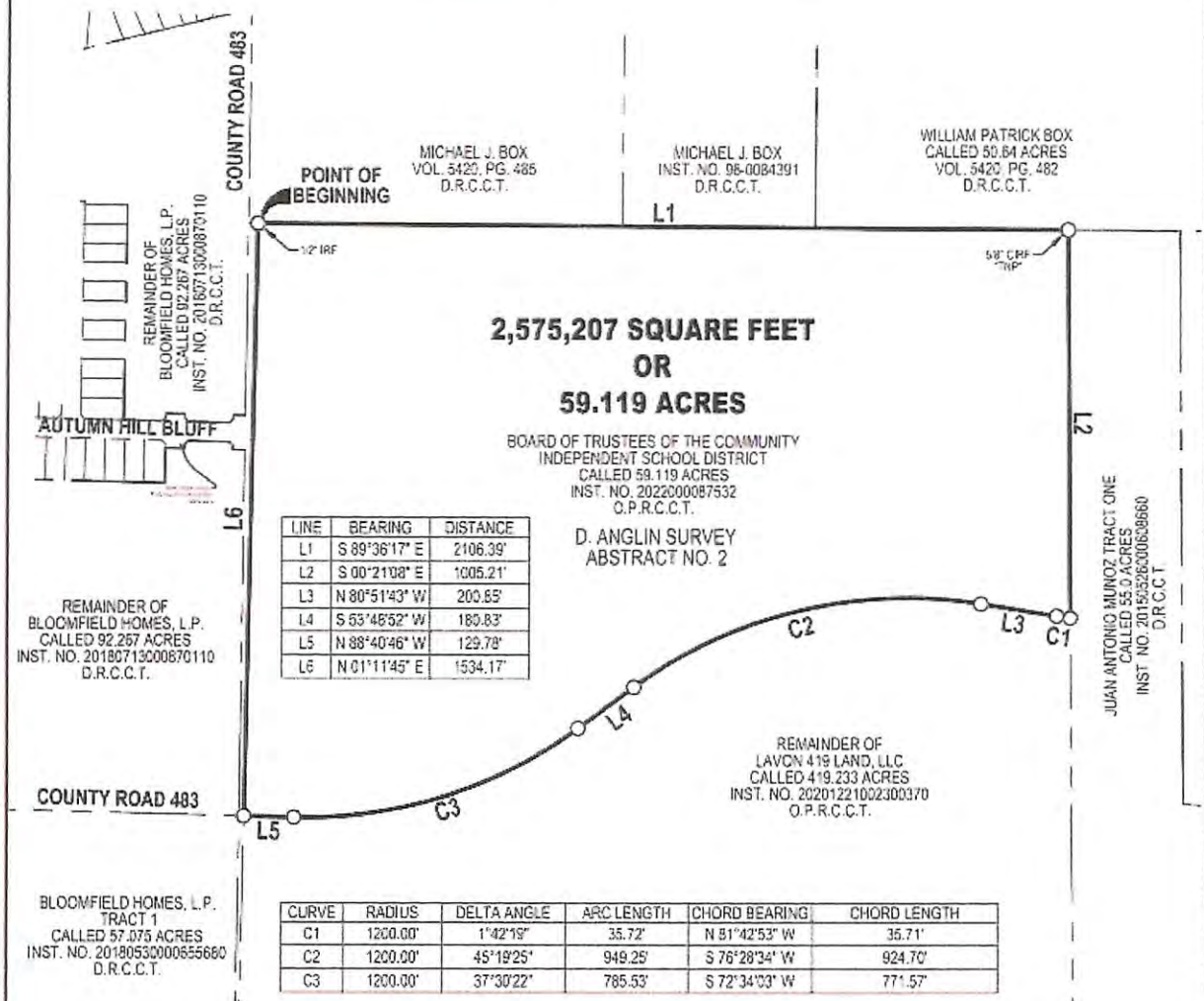
North 88 degrees 40 minutes 46 seconds West, a distance of 129.78 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner on the east side of County Road 483, same being the southwest corner of said 59.119 acre tract;

THENCE North 01 degrees 11 minutes 45 seconds East along the east side of said County Road 483 and the west line of said 59.119 acre tract, a distance of 1534.17 feet to the POINT OF BEGINNING containing 2,575,207 square feet, or 59.119 acres of land.

**EXHIBIT B**  
**Depiction of the Property**

**EXHIBIT "A"**

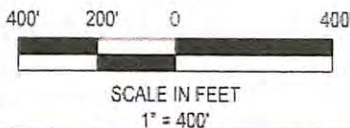
COMMUNITY I.S.D. ELEMENTARY SCHOOL #4



**GENERAL NOTES:**

1. ALL CORNERS ARE MARKED WITH A 5/8 INCH IRON ROD WITH CAP STAMPED "TNP", UNLESS OTHERWISE NOTED.
2. BEARINGS OF LINES SHOWN HEREON REFER TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 (NORTH CENTRAL ZONE, NAD83(2011) 2010/01) GEODETIC BEARING ESTABLISHED AS DERIVED LOCALLY FROM ALLTERRA CENTRAL'S CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) VIA REAL TIME KINEMATIC (RTK) METHODS. AN AVERAGE COMBINATION FACTOR OF 1.00142719 WAS USED TO SCALE GRID COORDINATES AND DISTANCES TO SURFACE.

tnp



**CITY OF LAVON, TEXAS  
ANNEXATION EXHIBIT**

2,575,207 SQUARE FEET

OR

59.119 ACRES

A TRACT OF LAND SITUATED IN THE  
D. ANGLIN SURVEY, ABSTRACT NO. 2,  
COLLIN COUNTY, TEXAS

BEING A PORTION OF A CALLED 419.233 ACRE TRACT OF  
LAND TO LAVON 419 LAND, LLC AS RECORDED IN  
INSTRUMENT NUMBER 20201221002300370 OF THE  
OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS

**PROJECT INFORMATION**

Project No.: COM 22145  
Date: April 13, 2023  
Drawn By: JM  
Scale: 1"=400'

**teague nall & perkins**

820 Walters Creek Boulevard, Suite M300  
Allen, Texas 75013  
214.461.9857 or www.tnps.com  
T.A.P.L.S. Firm No. 10194381

**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 Community Independent School District, a public school district and political subdivision of the State of Texas (the “Owner”). The Community Independent School District is the only owner of the Property. City and Owner may be referred to 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 being a 59.119 acre tract of land out of the D. Anglin Survey, Abstract Number 2, Collin County, Texas same being all of a called 59.119 acre tract of land to the Board of Trustees of the Community Independent School District as recorded in Instrument Number 2022000087532 of the Official Public Records of Collin County, Texas, 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. The Property includes two operating public schools: Dodson Elementary School and Community Trails Middle School, as well as associated improvements and facilities.

**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.

**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. 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 constitute a sufficient basis for providing 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, upon annexation, the Property, may be reviewed at City Hall and at <https://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. It is contemplated the Property will be permanently zoned AG. 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 Fort, P.L.L.C.  
Attn: Wm. Andrew Messer  
6371 Preston Road, Suite 200  
Frisco, Texas 75034

To Owner:

Community ISD  
Attn: Superintendent of Schools  
611 North FM 1138  
Nevada, Texas 75173

With Copy to:

Walsh Gallegos Kyle Robinson & Roalson P.C.  
Attn: Elisabeth Nelson  
105 Decker Court, Suite 700  
Irving, Texas 75062

**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, and the Owner does not waive immunity from suit or liability.

**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 15 day of October, 2024.

SIGNATURES ON FOLLOWING PAGE(S)

CITY OF LAVON

By: Vicki Sanson

Name: Vicki Sanson

Title: Mayor

Date: 10-15-2024

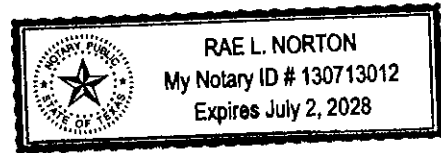
THE STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on October 15, 2024, by Vicki Sanson, Mayor of the City of Lavon, Texas on behalf of said City.

Rae Norton  
Notary Public in and for the State of TEXAS



OWNER: COMMUNITY INDEPENDENT SCHOOL DISTRICT

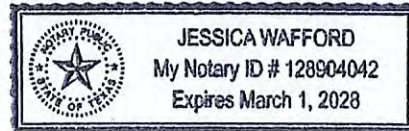
By: *Jeff Pendill*  
Name: Jeff Pendill  
Title: President, Board of Trustees  
Date: 9/23/2024

THE STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN           §

BEFORE ME, a Notary Public, on this day personally appeared Jeff Pendill, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is the President of the Board of Trustees of the Community Independent School District, the owner of said Property; that he was authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

Given under my hand and seal of office, this 23rd day of September, 2024.

*Jessica Wafford*  
Notary Public in and for the State of TEXAS



**EXHIBIT "A"**  
**Property Description and Depiction**

BEING a 59.119 acre tract of land out of the D. Anglin Survey, Abstract Number 2, Collin County, Texas same being all of a called 59.119 acre tract of land to the Board of Trustees of the Community Independent School District as recorded in Instrument Number 2022000087532 of the Official Public Records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a 1/2 inch iron rod found on east side of County Road 483 on the south line of a tract of land to Michael J. Box as recorded in Volume 5420, Page 485 of the Deed Records of Collin County, Texas and for the northwest corner of said 59.119 acre tract;

THENCE South 89 degrees 36 minutes 17 seconds East departing the east line of said County Road 483 generally along a barbed wire fence, same being along the north line of said 59.119 acre tract and the south line of said Box tract Volume 5420, Page 485 and the south line of another tract of land to Michael J. Box as recorded in Instrument Number 96-0084391 of the Deed Records of Collin County, Texas passing a 1/2 inch iron rod found for the southeast corner of said Box tract recorded in Instrument Number 96-0084391, also being the southwest corner of a called 50.64 acre tract of land to William Patrick Box as recorded in Volume 5420, Page 482 of the Deed Records of Collin County, Texas at a distance of 1447.69 feet and continuing along the south line of said 50.64 acre tract same being the north line of said 59.119 acre tract a total distance of 2106.39 feet to a 5/8 inch iron rod with cap stamped "TNP" found for the northeast corner of said 59.119 acre tract and the northwest corner of a called 55.0 acre tract known as Tract One to Juan Antonio Munoz as recorded in Instrument Number 20150526000608660 of the Official Public Records of Collin County, Texas;

THENCE South 00 degrees 21 minutes 08 seconds East along the east line of said 59.119 acre tract same being the west line of said 55.0 acre tract and continuing generally along a barbed wire fence, a distance of 1005.21 feet to a 5/8 inch iron rod with cap stamped "TNP" found for the southeast corner of said 59.119 acre tract at the beginning of a curve to the right;

THENCE departing the west line of said 55.0 acre tract and along the south line of said 59.119 acre tract the following courses and distances;

With said curve to the right having a radius of 1200.00 feet, a central angle of 01 degrees 42 minutes 19 seconds, an arc length of 35.72 feet, a chord bearing of North 81 degrees 42 minutes 53 seconds West, a distance of 35.71 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

North 80 degrees 51 minutes 43 seconds West, a distance of 200.85 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 1200.00 feet, a central angle of 45 degrees 19 minutes 25 seconds, an arc length of 949.25 feet, a chord

bearing of South 76 degrees 28 minutes 34 seconds West, a distance of 924.70 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

South 53 degrees 48 minutes 52 seconds West, a distance of 180.83 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner at the beginning of a curve to the right;

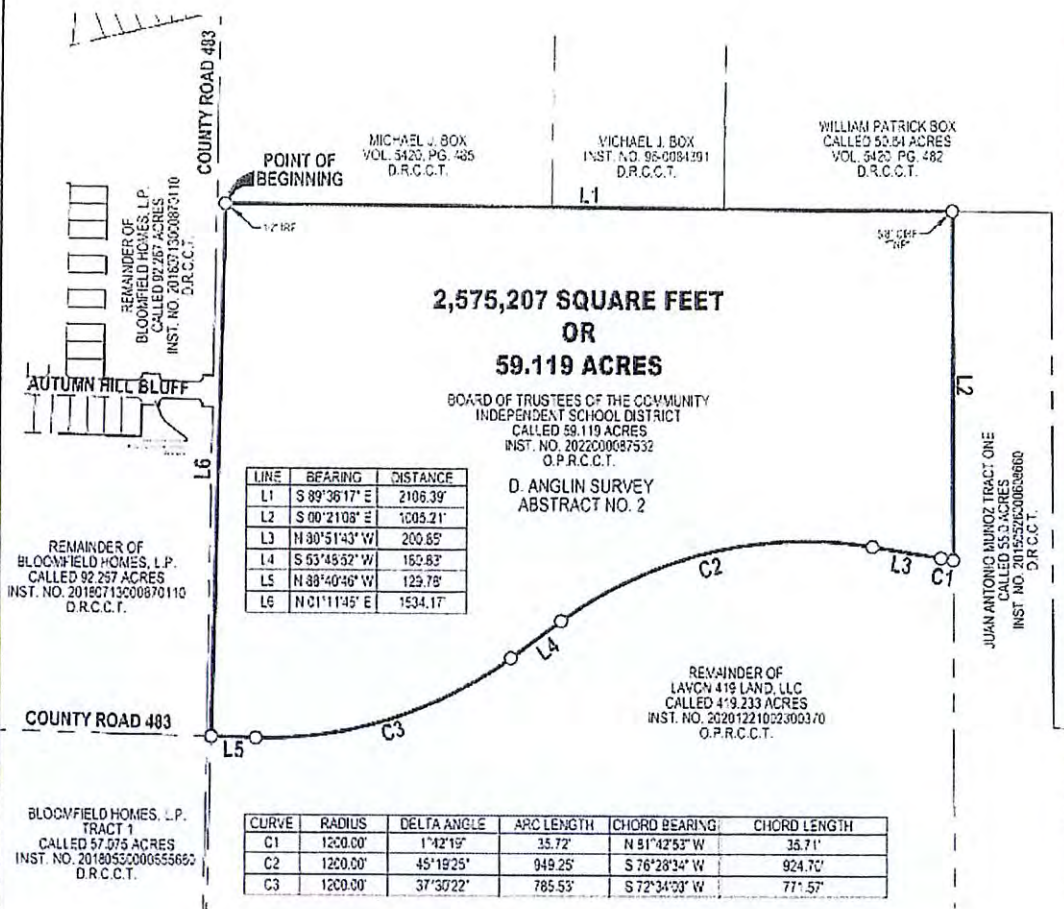
With said curve to the right having a radius of 1200.00 feet, a central angle of 37 degrees 30 minutes 22 seconds, an arc length of 785.53 feet, a chord bearing of South 72 degrees 34 minutes 03 seconds West, a distance of 771.57 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

North 88 degrees 40 minutes 46 seconds West, a distance of 129.78 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner on the east side of County Road 483, same being the southwest corner of said 59.119 acre tract;

THENCE North 01 degrees 11 minutes 45 seconds East along the east side of said County Road 483 and the west line of said 59.119 acre tract, a distance of 1534.17 feet to the POINT OF BEGINNING containing 2,575,207 square feet, or 59.119 acres of land.

**EXHIBIT "A"**

COMMUNITY I S.D. ELEMENTARY SCHOOL #4



REMAINDER OF  
BLOOMFIELD HOMES, L.P.  
CALLED 92.257 ACRES  
INST. NO. 20150713000870110  
D.R.C.C.T.

BLOOMFIELD HOMES, L.P.  
TRACT 1  
CALLED 57.075 ACRES  
INST. NO. 20180552000555663  
D.R.C.C.T.

REMAINDER OF  
LAVON 419 LAND, LLC  
CALLED 419.233 ACRES  
INST. NO. 20201221002300370  
O.P.R.C.C.T.

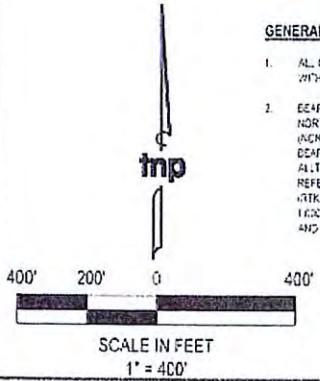
JUAN ANTONIO RINHOZ TRACT ONE  
CALLED 55.0 ACRES  
INST. NO. 2015252620063660  
D.R.C.C.T.

**CITY OF LAVON, TEXAS  
ANNEXATION EXHIBIT  
2,575,207 SQUARE FEET  
OR  
59.119 ACRES**  
A TRACT OF LAND SITUATED IN THE  
D. ANGLIN SURVEY, ABSTRACT NO. 2,  
COLLIN COUNTY, TEXAS

BEING A PORTION OF A CALLED 419 233 ACRE TRACT OF  
LAND TO LAVON 419 LAND, LLC AS RECORDED IN  
INSTRUMENT NUMBER 20201221002300370 OF THE  
OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS

**GENERAL NOTES:**

- ALL CORNERS ARE MARKED WITH A 5/8 INCH IRON ROD WITH CAP STAMPED "tnp" UNLESS OTHERWISE NOTED.
- BEARINGS OF LINES SHOWN HEREON REFER TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 (NGN) - CENTRA, ZONE NAD83(2011) 20N00; GEODESIC BEARING ESTABLISHED AS DERIVED LOCALLY FROM ALL TERRA CENTRA'S CONTINUOUSLY OPERATING REFERENCE STATIONS (ORS) VIA REAL TIME KINEMATIC (RTK) METHODS, AN AVERAGE COMBINATION FACTOR OF 1:20,000 WAS USED TO SCALE GRID COORDINATES AND DISTANCES TO SURFACE.



**PROJECT INFORMATION**

Project No.: COM 22-45  
Date: April 13, 2023  
Drawn By: JM  
Scale: 1"=400'

**teague nall & perkins**  
820 Warrens Creek Boulevard, Suite M300  
Allen, Texas 75013  
214.461.7897 or www.tnpsurvey.com  
7.3 P.L.S. Firm No. 10194381

**EXHIBIT "B"**  
**Municipal Service Plan**

**CITY OF LAVON**  
**ANNEXATION SERVICE PLAN**

**PUBLIC SAFETY SERVICES**

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**FIRE SERVICES**

**Existing Services:** Lavon Fire Department

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

**POLICE SERVICES**

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

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

**EMERGENCY MEDICAL SERVICES**

**Existing Services:** AMR (American Medical Response)

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

**CODE ENFORCEMENT SERVICES**

**Existing Services:** None

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

**MUNICIPAL SERVICES**

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**PLANNING & ZONING SERVICES**

**Existing Services:** None

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

## **STORM DRAINAGE SERVICES**

**Existing Services:** None

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

## **STREET SERVICES**

**Existing Services:** None

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

## **TRANSPORTATION AND TRAFFIC SERVICES**

**Existing Services:** None

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

## **PARKS SERVICES**

**Existing Services:** None

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

## **UTILITY SERVICES**

### **SOLID WASTE COLLECTION SERVICES**

**Existing Services:** None

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

### **WATER SERVICES**

**Existing Services:** Bear Creek Special Utility District

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

### **SANITARY SEWER SERVICES**

**Existing Services:** None

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

### **MISCELLANEOUS SERVICES**

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



# CITY OF LAVON

## Agenda Brief

**MEETING:** November 5, 2023

**ITEM:** 7 – B

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**Item:**

Public Hearing, discussion, and action regarding a proposed waiver of Section 9.02.003 (g)(2)(D) of the City of Lavon Code of Ordinance, Subdivision Code submitted by Kimley-Horn on behalf of GRBK Edgewood, L.L.C. relating to the implementation of the City’s Standard Construction Details in the Nicholson Ranch Addition, more specifically to the installation of SDR-26 vs SDR-35 pipe and manholes without corrosion protection additives.

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

**Background:**

The Nicholson Ranch Addition is proposed for construction in the City of Lavon’s extraterritorial jurisdiction (ETJ). As provided in state law and pursuant to a contract with Collin County, the City of Lavon extended the Subdivision Code to apply to the ETJ. The Subdivision Code requires that the City review and approve subdivision related items such as plats and civil plans for the construction of the subdivision’s infrastructure. Specifically, the Subdivision Code provides that the infrastructure will conform to the City’s adopted Standard Construction Details.

**Code Excerpt:**

**LAVON CODE OF ORDINANCES –**

**ARTICLE 9.01.001 PUBLIC WORKS CONSTRUCTION**

**Section 9.02.003 PURPOSES, AUTHORITY AND JURISDICTION**

(a) Adoption of Standards

- (2) The city council hereby incorporates the updated standard construction details as provided in exhibit A, attached to Ordinance No. 2024-06-01, and incorporated herein for all purposes.

**ARTICLE 9.02 SUBDIVISION ORDINANCE**

**Section 9.02.003 PURPOSES, AUTHORITY AND JURISDICTION**

(g)(2) Adequate Public Facilities

- (D) Proposed public works improvements serving new development shall conform to and be properly related to the public facilities elements of the city’s adopted master plan, the city’s adopted standard construction details, other adopted master plans for public facilities and services, and applicable capital improvements plans, and shall meet the service levels specified in such plans.

**ARTICLE 9.02 SUBDIVISION ORDINANCE**

**Section 9.02.010 WAIVERS**

(b) In granting a waiver, the city council may prescribe conditions that it deems necessary or desirable to protect the public interest. In making the findings hereinbelow required, the city council shall take into account the nature of the proposed use of the land involved, existing uses of land in the vicinity, and the probable effect of such waiver upon traffic conditions and upon the public health, safety, convenience and welfare in the vicinity. Additionally, no waiver shall be granted unless the council finds that all of the following criteria exist:

- (1) That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this subdivision ordinance would deprive the applicant of the reasonable use of the land; and
  - (2) That strict application of the provisions of this subdivision ordinance requested to be waived is not necessary to promote the public health, safety, and welfare; and
  - (3) That the granting of the waiver will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this subdivision ordinance, and will not otherwise be injurious to other property owners in the vicinity; and
  - (4) That the granting of the waiver will be in harmony with the general purpose, intent, and spirit of this subdivision ordinance, and not conflict with provisions of the city's zoning ordinance, comprehensive plan, or other regulations of the city.
- (c) Such findings of the city council, together with the specific facts upon which such findings are based, shall be incorporated into the official minutes of the city council meeting at which such waiver is granted.
- (d) A petition for a waiver shall be submitted in writing to the city manager or their designee before the plat is submitted for consideration. The petition shall fully state the grounds for the waiver application, and all of the facts relied upon by the applicant. The applicant shall submit all the specific facts and pertinent data upon which a waiver has been requested at least three (3) weeks prior to the first requested meeting date. All waivers shall be considered by the planning and zoning commission for recommendation of approval, approval with conditions, or denial. All waivers shall have final approval, approval with conditions, or disapproval by the city council.

The engineer, on behalf of the developer has submitted a request for a waiver of the Standard Construction Details pertaining to the installation of the sanitary sewer infrastructure to install SDR-26 pipe and manholes without corrosion protection additives. Nicholson Ranch is situated within Municipal Utility District (MUD) No. 6 and the sanitary sewer infrastructure will be dedicated to the MUD for operation and maintenance upon completion and acceptance.

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

**MOTION: AFFIRM THE FINDINGS SET OUT IN THE SUBDIVISION CODE, SECTION 9.02.010(b)(1-4) AND RECOMMEND APPROVAL OF A WAIVER OF SECTION 9.02.003 (G)(2)(D) OF THE CITY OF LAVON CODE OF ORDINANCE, SUBDIVISION CODE SUBMITTED BY KIMLEY-HORN ON BEHALF OF GRBK EDGEWOOD, L.L.C. RELATING TO THE IMPLEMENTATION OF THE CITY’S STANDARD CONSTRUCTION DETAILS IN THE NICHOLSON RANCH ADDITION, MORE SPECIFICALLY TO THE INSTALLATION OF SDR-26 VS SDR-35 PIPE AND MANHOLES WITHOUT CORROSION PROTECTION ADDITIVES.**

MOTION MADE:	NABORS
SECONDED:	ROSENQUIST
FAILED:	2-3
	FOR (NABORS, ROSENQUIST)
	AGAINST (COX, TIEGS, JACOB)

***Staff Notes:***

Given the state laws regarding annexation, the sanitary sewer infrastructure is not anticipated to be owned or maintained by the City.

Subsequent to the Planning & Zoning Commission determination, the District's attorney sent a letter regarding the Commission's determination in which it was noted that rejection of the waiver request would cost an estimated \$1,750,000.

Because the proposed waiver satisfies the technical and engineering standards of the TCEQ and NCTCOG, both of which are acceptable to the City, the city engineer and staff recommend that the City Council 1) affirm the findings as set out in the Subdivision Code Section 9.02.010 (b)(1-4) exist and 2) approve the waiver as requested.

- Attachments:**
- 1) Request for Subdivision Code Waiver
  - 2) Collin County MUD No. 6 - Attorney correspondence
  - 3) Location Exhibits

2728 N. Harwood Street  
Suite 500  
Dallas, TX 75201

214.745.5400 OFFICE  
214.745.5390 FAX  
winstead.com

Ross Martin  
direct dial: 214.745.5353  
rmartin@winstead.com

October 31, 2024

*Via Email and USPS*

City of Lavon, Texas (the “City”)  
Attn: Kim Dobbs, City Manager  
[kdobbs@lavontx.gov](mailto:kdobbs@lavontx.gov)  
120 School Road  
Lavon, Texas 75166

Re: SDR 26 Pipe for Projects within Collin County Municipal Utility District No. 6  
(the “District”)

Dear Ms. Dobbs:

This Firm represents the District. This letter addresses the matter regarding the City’s request that the developer within the District, GRBK Edgewood LLC (“GRBK” or the “Developer”), acting on behalf of the District, utilize SDR 26 sewer pipe in connection with the development of property within the District and the construction of future District sewer facilities. We understand that GRBK submitted for a waiver to the City of the SDR 26 requirement, proposing instead to use SDR 35 pipe, as well as allowing the corresponding manholes to be designed and installed by TCEQ standards (the “Waiver”), which is permitted by the applicable TCEQ regulations under which the District operates and which the District Engineer has deemed suitable for use within the District.<sup>1</sup> We further understand that the City’s Planning and Zoning Commission recently recommended denial of the Waiver to the Council, which will consider the same at the Council’s next regularly scheduled meeting on November 5, 2024. Please share this letter with the Council prior to its consideration of the waiver next week.

As you know, the District is an independent political subdivision of the State of Texas with full authority to own and operate wastewater facilities within its boundaries under the supervision of the TCEQ. In this case, all such wastewater infrastructure to be constructed within the District will be owned, operated, and maintained by the District; not the City. As such, it is unclear what legitimate interest the City could have in regulating the District’s wastewater facilities when the

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<sup>1</sup> As referenced in the Variance Letter submitted by Kimley Horn, the proposed plans for the development of the District specify some use of SDR 26 at depths greater than 14 feet.

City has no ownership or operational stake in those facilities.<sup>2</sup> In our estimation, the City's imposition of any design standards on the wastewater facilities of the District is substantively indistinguishable than if the City sought to impose its design standards on another City's wastewater facilities, which we suspect the City agrees it cannot do. Given the City does not appear to have made any effort to dictate the design of the water facilities to be constructed within the District, which will be owned and operated by Bear Creek SUD, the City does, in fact, seem to recognize this inherent limitation in its regulatory authority. Here, the District is entitled to equal deference as it relates to the design of proposed District wastewater facilities and the City may not require that District facilities be constructed with SDR 26 pipe. On this basis alone, the City must grant the waiver requested by GRBK or withdraw the requirement.

In addition, and even if the City had the authority to dictate 100% SDR26 within the District, the requirement likely fails on rough proportionality grounds. Analysis provided to GRBK and the District Engineer indicates that SDR 35 performs comparably as well as SDR 26 in terms of pipe deflection when installed properly. The analysis, which involved deflection calculations for 8" PVC sewer pipes installed at a depth of 30 feet, demonstrated no measurable difference in deflection between SDR 35 and SDR 26 heavy wall PVC pipes, provided that proper and quality bedding is used, which will be confirmed by the District's Engineer and the District's third-party inspector. In addition, at depths of 14 feet or less, both pipes perform the same for a wide range of bedding conditions. With no measurable distinction between the two pipes in terms of performance, the imposition of SDR 26 does not appear to have a clear nexus to the promotion of a legitimate public purpose. Again, the requirement fails on this basis alone.

But even if SDR 26 did meaningfully support a legitimate public purpose, the additional cost burden borne by the District and the future residents of SDR 26 over SDR 35 is infinitely disproportional since the impact to the City's wastewater system is zero. With zero impact to the City's wastewater system, any imposition by the City of wastewater standards that increase costs over minimum TCEQ standards is likely to fail rough proportionality scrutiny because the City cannot demonstrate any negative impact to the City's wastewater system. Here, the additional cost associated with the City's requirement is currently estimated to exceed \$1,750,000. When compared to \$0 of impact to the City's system, the requirement fails rough proportionality, rising to a taking without just compensation in violation of the State and U.S. Constitutions.

This additional cost is not only detrimental to the Developer, but these costs further represent a significant financial burden to the District's residents, who are served by the District and rely on the District to manage resources prudently. As a political subdivision of the State of Texas, the District has a responsibility to prioritize the financial interests of the District's

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<sup>2</sup> Even in the unlikely event that the City were to annex the District decades in the future (which under current law would require a voluntary petition from a majority of the District's future residents) and assume ownership of the District's wastewater system, the use of SDR 35 as planned in the District would not adversely impact the City's system because, as discussed below, there is no meaningful distinction between the two pipes from a performance standpoint and the use of SDR 35 is very common in North Texas and approved for use by many, if not a majority, of municipalities in the area.

community while ensuring that it adheres to standards of quality and performance. The District is committed to maintaining high standards of quality and efficiency while also fulfilling its fiduciary duty to its residents and managing its expenses and use of its citizens' tax dollars.

In light of the foregoing, the District respectfully requests that the City either approve the Waiver, which should apply to all future development within the District, or withdraw the requirement altogether. If the City does not approve the Waiver or withdraw the requirement, then the District will be forced to consider the filing of a rough proportionality claim and this regulation may be considered a taking by the City under state law.

Thank you for your attention to this matter. We look forward to a favorable resolution and are available for further discussion should you require additional information or wish to address any concerns. Please do not hesitate to contact me at (214) 745-5353.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Ross S. Martin", with a stylized flourish at the end.

Ross Martin  
Attorney for the District

October 3, 2024

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

**Re: *Nicholson Ranch, +/-458-Acre Tract  
Letter for Sanitary Sewer Variance Request  
City of Lavon ETJ, Collin County, Texas***

Dear Ms. Dobbs:

This letter is written in regard to the Nicholson project, a +/-458 acre development generally located at the intersection of County Road 483 and Lavon Trail Parkway, that is entirely within the City of Lavon ETJ, Collin County, Texas. I am writing you on behalf of the developer, GRBK Edgewood LLC., to request a variance from the Subdivision Ordinance. This project is located within Collin County Municipal Utility District No. 6 and then sanitary sewer provider will be the District.

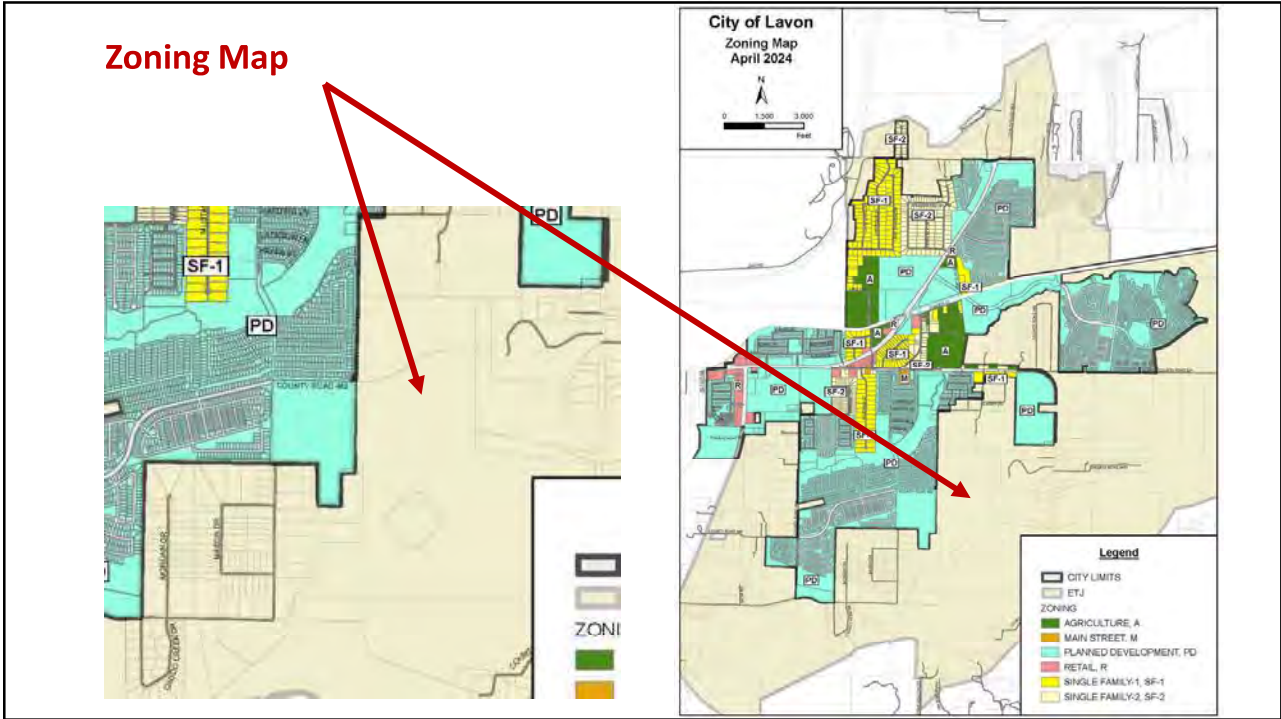
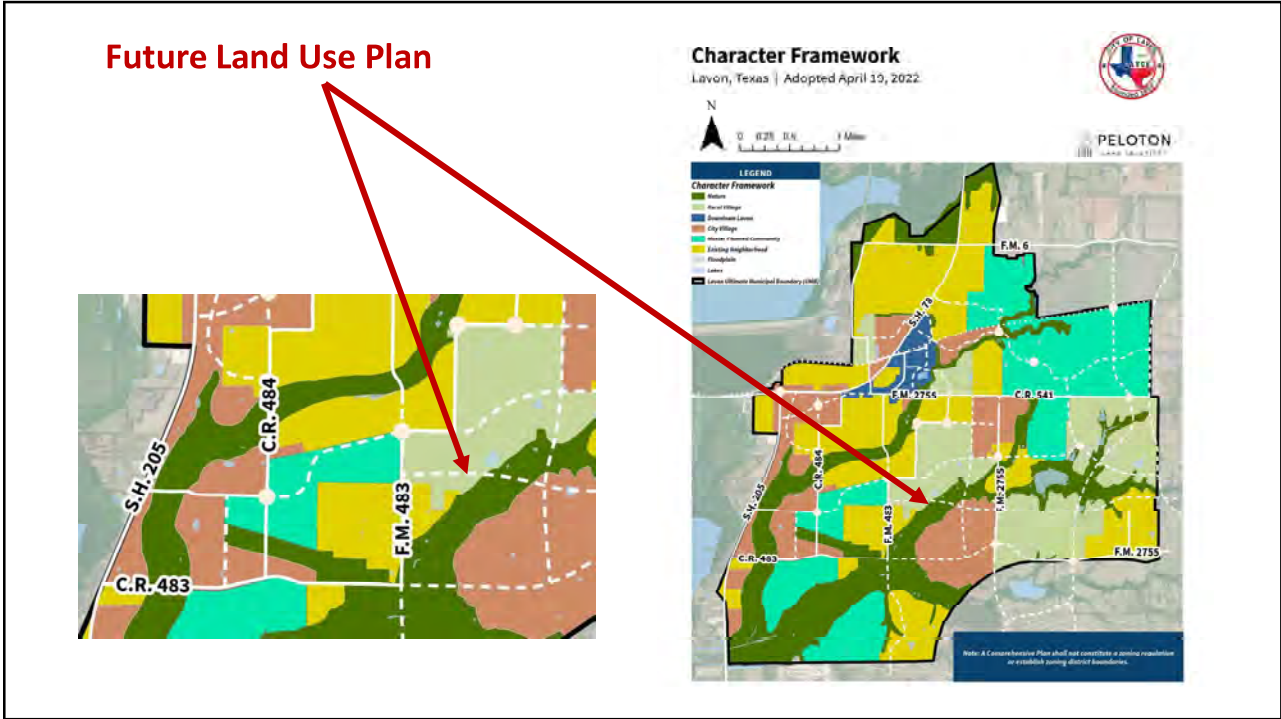
The District is requesting a variance to install Sanitary Sewer per TCEQ Standard TAC §217 for Conventional Collection Systems as it pertains to all phases of development. The District is meeting minimum TCEQ Standards outlines in TAC §217.53 by installing SDR-35 PVC pipe at depths shallower than 14' and SDR-26 PVC pipe at depths greater than 14' according to ASTM D3034 standards. Corresponding manholes will be designed and installed per TCEQ standards found in TAC §217.55.

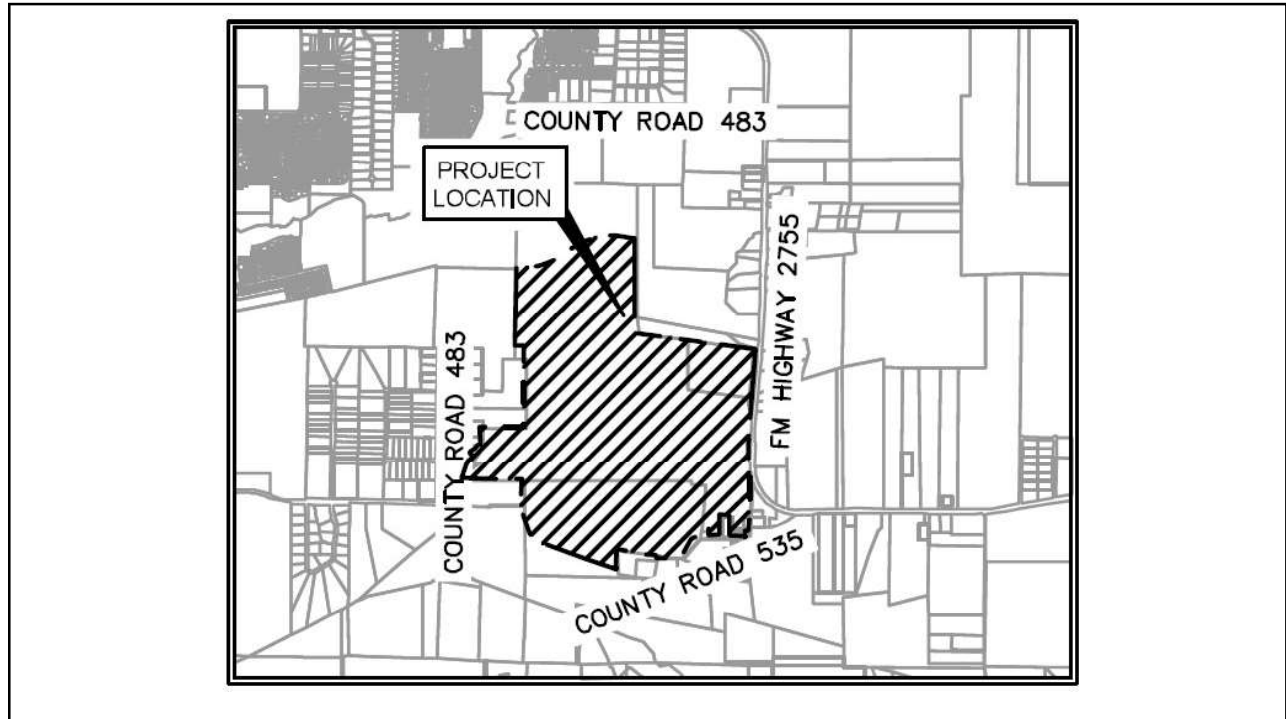
Contact me at 469-200-4537 or [Alexandra.Dollahite@kimley-horn.com](mailto:Alexandra.Dollahite@kimley-horn.com) should you have any questions or need any additional information.

Sincerely,

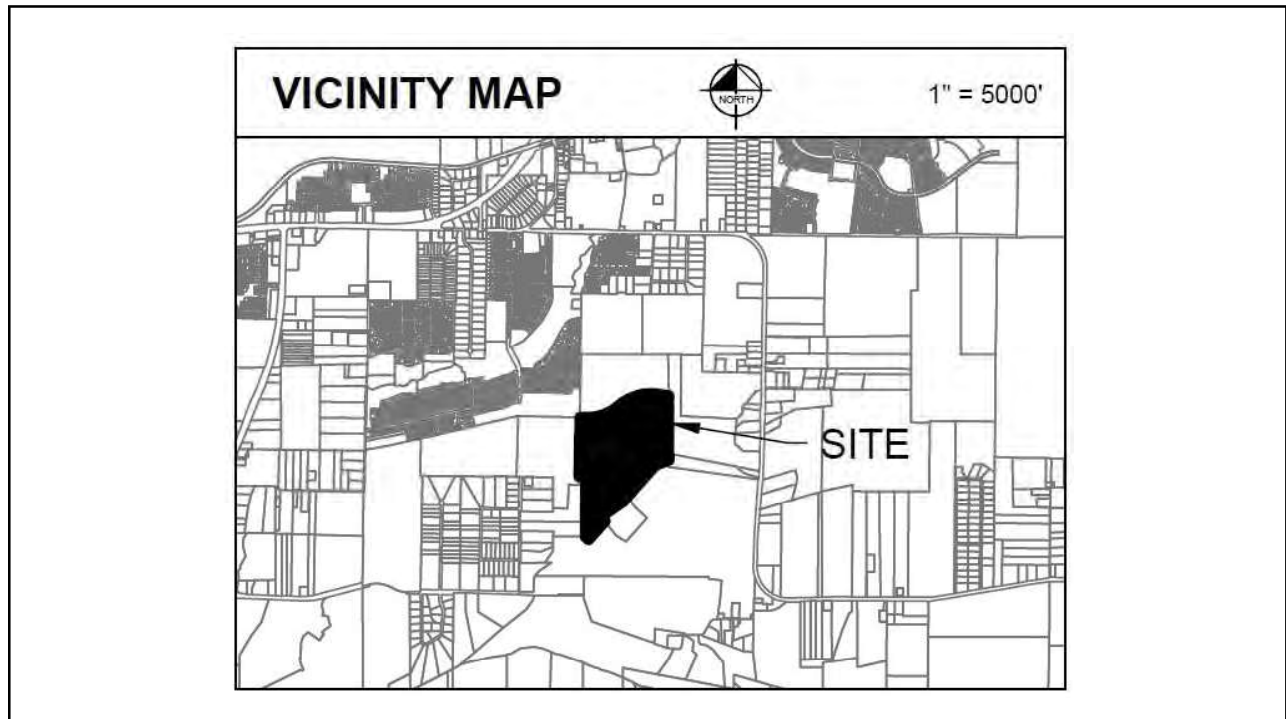


Alexandra N. Dollahite, P.E.

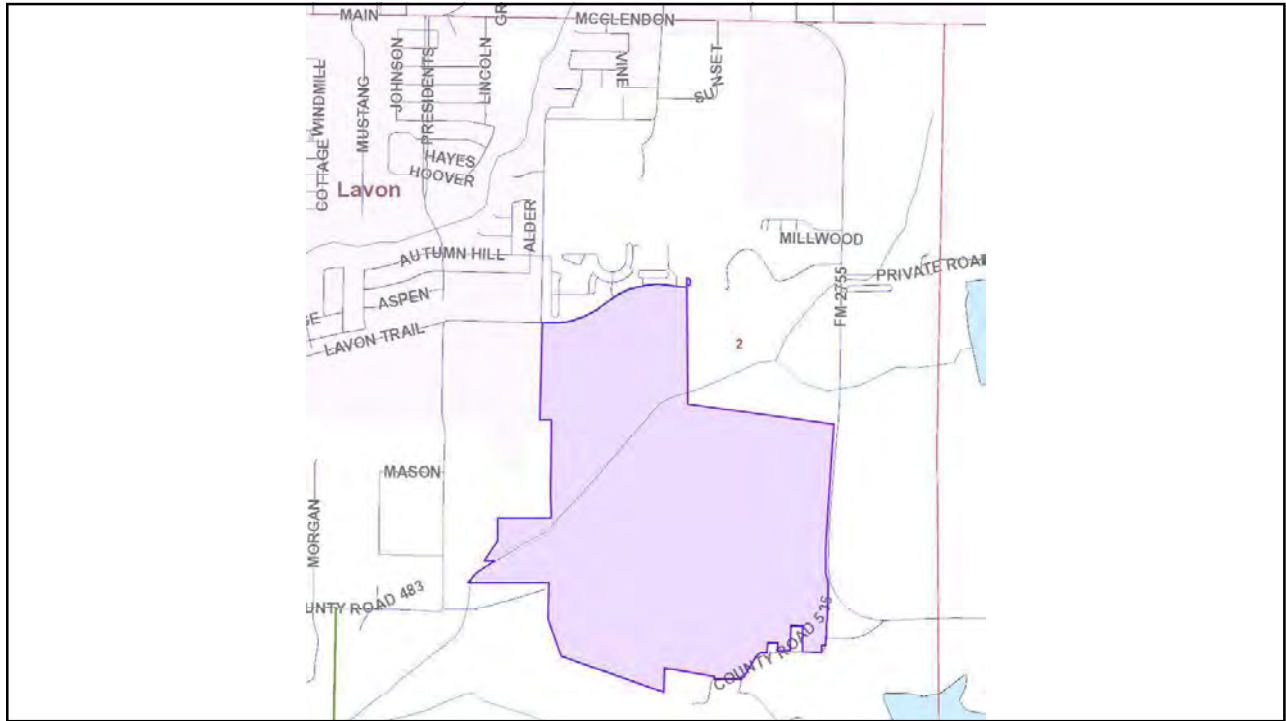




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7



8

### Nicholson Ranch Concept Plan (not zoning)

### Collin County MUD No. 6

The aerial map shows the Nicholson Ranch development with a concept plan overlay. The plan includes a central purple area, a network of roads, and various colored zones. A north arrow and scale are provided.

**DPC CONCEPT PLAN**  
Nicholson Ranch  
Collin County, Texas  
November 21, 2022  
**Kimley»Horn**

9



# CITY OF LAVON

## Agenda Brief

**MEETING:** November 5, 2024

**ITEM:** 7 - C

**Item:**

Discussion and action regarding an application from JBI for the site plan and landscape plan for Marine Grove Park on approximately 7.113 acres in Elevon West Commercial Addition Phase 1 on Lot 2, Block A and on approximately 7.086 acres in Elevon West Commercial Addition Phase 2 on CA1, Block B north and south of Villas Drive, Lavon, Collin County, Texas (CCAD Property IDs 2898014 and 2868715).

### Application Information

- Owner(s):** Elevon Homeowners Association and MA Lands Holdings, LLC
- Applicant:** Ruben Graciano, JBI partners
- Location:** North and South of Villas Drive west of Villas at Elevon and Cottages at Elevon, south of Lakeridge Meadows and north of Moore Lane.
- Description:** Lot 1, Block A, Elevon West Commercial, Phase 1  
CA1, Block B, Elevon West Commercial, Phase 2  
City of Lavon, Collin County, TX (CCAD Property ID 2898014 and 2868715)
- Current Zoning:** Planned Development
- Request:** Site Plan and Landscape Plan

### Request Details

The applicant is seeking approval of the site plan and landscape plan of a park area.

***Code Excerpt:***

**LAVON CODE OF ORDINANCES – ZONING ORDINANCE  
DIVISION 7 – SITE PLAN**

**9.03.151 PURPOSE**

The purpose of this Section is to regulate the manner in which land in the City of Lavon is used and developed, minimize adverse effects on surrounding property or the general public, protection from fire, protection of adjacent uses from obstructions to light, air and visibility plus provision of adequate storm water drainage facilities, transportation, water

and sanitary sewage facilities.

**9.03.154 CRITERIA FOR APPROVAL**

- a) All applicable City of Lavon Comprehensive Master Plan and Ordinance requirements shall have been met as a condition of site plan approval.
- b) All applicable Site Plan requirements of this Subtitle shall have been met as a condition of site plan approval.
- c) The adequate capacity of public or private facilities for water, sewer and access to, from and through the development shall be met as a condition of site plan approval. City reserves the right to deny approval of a site plan based upon insufficient capacity of any public facility or facilities.

Zoning: The property is zoned Planned Development (PD). The proposed development of the property is permitted. The site plan and landscape plan are prepared in conformance with the approved zoning requirements.

Platting: The final plats of the property are approved.

Access: Access is provided on Villas Drive.

Utilities: Water service is provided by Bear Creek Special Utility District and sanitary sewer service is provided by the City.

Screening and Landscaping: There are no screening requirements. Landscaping will be developed according to the plan.

Subsequent to the Planning and Zoning Commission meeting, the staff and developer discussed the site plan, and the developer agreed to the following improvements/enhancements:

- 1) Relocate the storm siren south closer to paved access
- 2) In place of the approved playground equipment, the developer has agreed to install “all-inclusive accessible” playground equipment creating the City’s first all-abilities playground.

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

**MOTION: RECOMMEND APPROVAL OF THE APPLICATION FROM JBI ON BEHALF OF M.A. PARTNERS FOR THE SITE PLAN AND LANDSCAPE PLAN FOR MARINE GROVE PARK ON APPROXIMATELY 7.113 ACRES IN ELEVON WEST COMMERCIAL ADDITION PHASE 1 ON LOT 2, BLOCK A AND ON APPROXIMATELY 7.086 ACRES IN ELEVON WEST COMMERCIAL ADDITION PHASE 2 ON CA1, BLOCK B NORTH AND SOUTH OF VILLAS DRIVE, LAVON, COLLIN COUNTY, TEXAS.**

MOTION MADE: TIEGS  
 SECONDED: NABORS  
 APPROVED: UNANIMOUS

***Staff Notes:***

The proposed applications were reviewed by the planning consultant and staff development review committee (DRC) and planner. The site plan consideration does not include signage.

Approval of the site plan and landscape plan are recommended.

- Attachments:**
1. Application and Site Plan
  2. Landscape Plan
  3. Location exhibits
  4. Planning review comments

**APPLICATION INFORMATION**

Name: Ruben Graciano

Address: 2121 Midway Road, Suite 300, Carrollton Texas 75034

Telephone Number: 972-738-0224

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

**LEGAL DESCRIPTION:** (Lot, Block, Subdivision, or CAD Tract No, Survey, Abstract, Address)

LOT CA1 Block B

**SUBDIVISION NAME:** (approved plat is prerequisite) \_\_\_\_\_

Elevon West Commercial, Phase 2

**ZONING:** PD

**LEGAL OWNER OF PROPERTY INVOLVED:** MA Land Holdings, LLC.

**If Applicant is NOT the Owner, Relationship to Owner:** \_\_\_\_\_

Consultant

**I AM THE OWNER OR AGENT AUTHORIZED TO MAKE THE ABOVE STATEMENTS AND REPRESENTATIONS HEREIN ON BEHALF OF THE OWNER.**

Signature: 

Owner / Authorized Agent

5/15/24

Date

Printed Name: Ruben Graciano

Owner / Authorized Agent

Title: Vice President / Partner

Company: JBI Partners Inc.

**City Office Use Only:**

	Amount:	Check #	or Cash _____
Fee paid (due at time of application)			
Required items submitted			
Development Engineer Comments			
Development Review Committee Comments			
Comments Addressed by Applicant			
Planning & Zoning Action			
City Council Action			

**APPLICATION INFORMATION**

Name: Ruben Graciano  
Address: 2121 Midway Road Carrollton Texas 75034  
Telephone Number: 972-738-0224  
Email Address: rgraciano@jbipartners.com

**LEGAL DESCRIPTION:** (Lot, Block, Subdivision, or CAD Tract No, Survey, Abstract, Address)

Lot CA1 Block B

**SUBDIVISION NAME:** (approved plat is prerequisite) \_\_\_\_\_

Elevon West Commercial, Phase 2

**ZONING:** PD

**LEGAL OWNER OF PROPERTY INVOLVED:** \_\_\_\_\_

MA Land Holdings, LLC

**If Applicant is NOT the Owner, Relationship to Owner:** \_\_\_\_\_

Consultant

**I AM THE OWNER OR AGENT AUTHORIZED TO MAKE THE ABOVE STATEMENTS AND REPRESENTATIONS HEREIN ON BEHALF OF THE OWNER.**

Signature:   
Owner / Authorized Agent

5/15/24  
Date

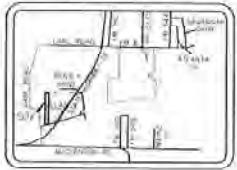
Printed Name: Ruben Graciano  
Owner / Authorized Agent

Title: Vice President / Partner

Company: JBI Partners Inc.

**City Office Use Only:**

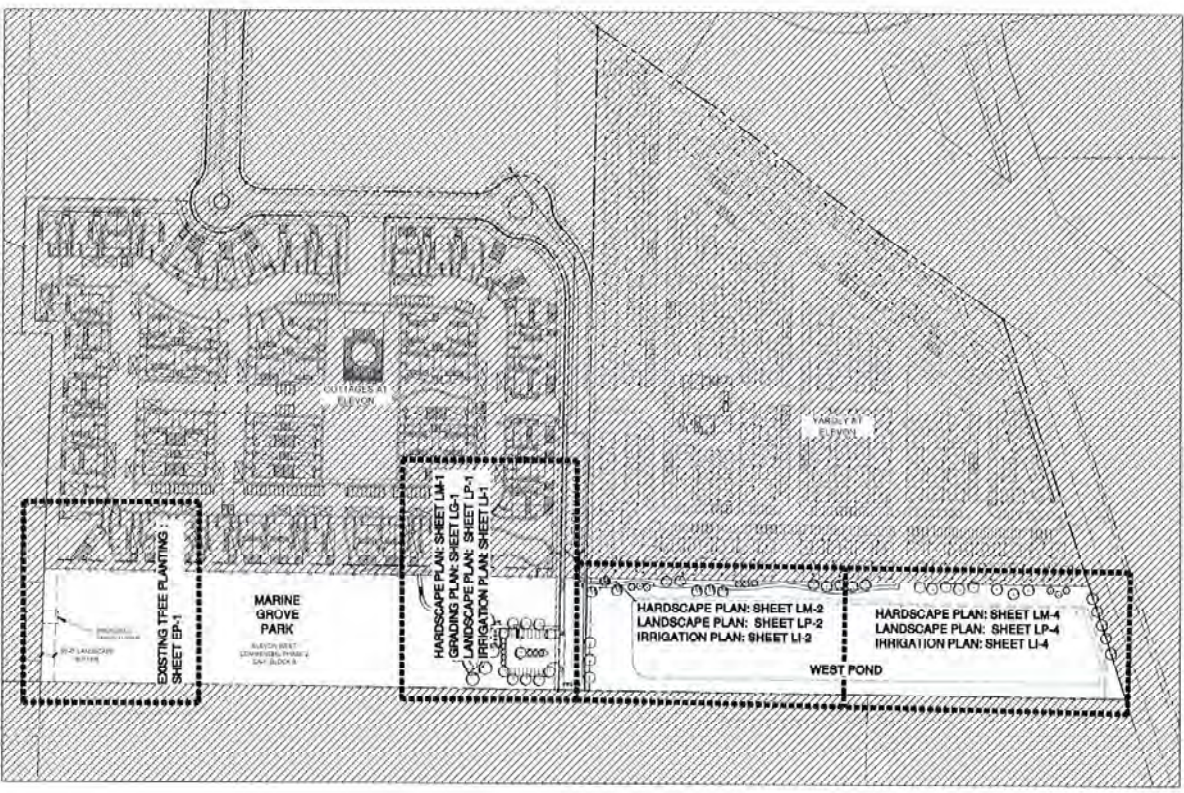
Fee paid (due at time of application)	Amount:	Check #	or Cash _____
Required items submitted			
Development Engineer Comments			
Development Review Committee Comments			
Comments Addressed by Applicant			
Planning & Zoning Action			
City Council Action			



KEY MAP

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF LAVON, TEXAS, AND THE COLLIN COUNTY HEALTH DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF LAVON, TEXAS, AND THE COLLIN COUNTY HEALTH DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF LAVON, TEXAS, AND THE COLLIN COUNTY HEALTH DEPARTMENT.
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NO	REVISIONS	DATE	BY	CHKD

DESIGNED BY:	AP
DRAWN BY:	MK
CHECKED BY:	JH



2121 Maloney Road  
Suite 100  
Lavon, Texas 75040  
972.967.7676  
WWW.JBIPARTNERS.COM

OVERALL PLAN	SHEET
OVERALL LANDSCAPE PLAN	MAT
MARINE GROVE PARK & WEST POND	029
City of Lavon, Collin County, Texas	SHEET NO
	LC-1

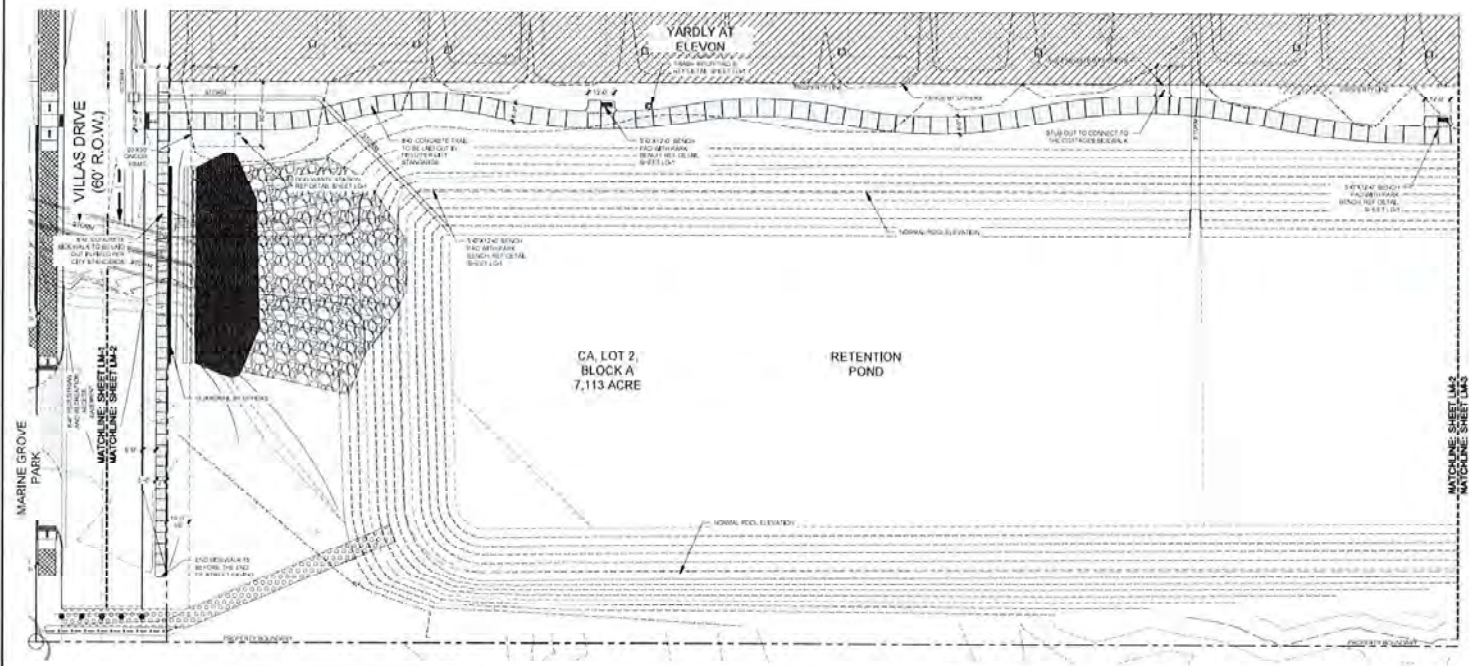






**SCREENING LEGEND**

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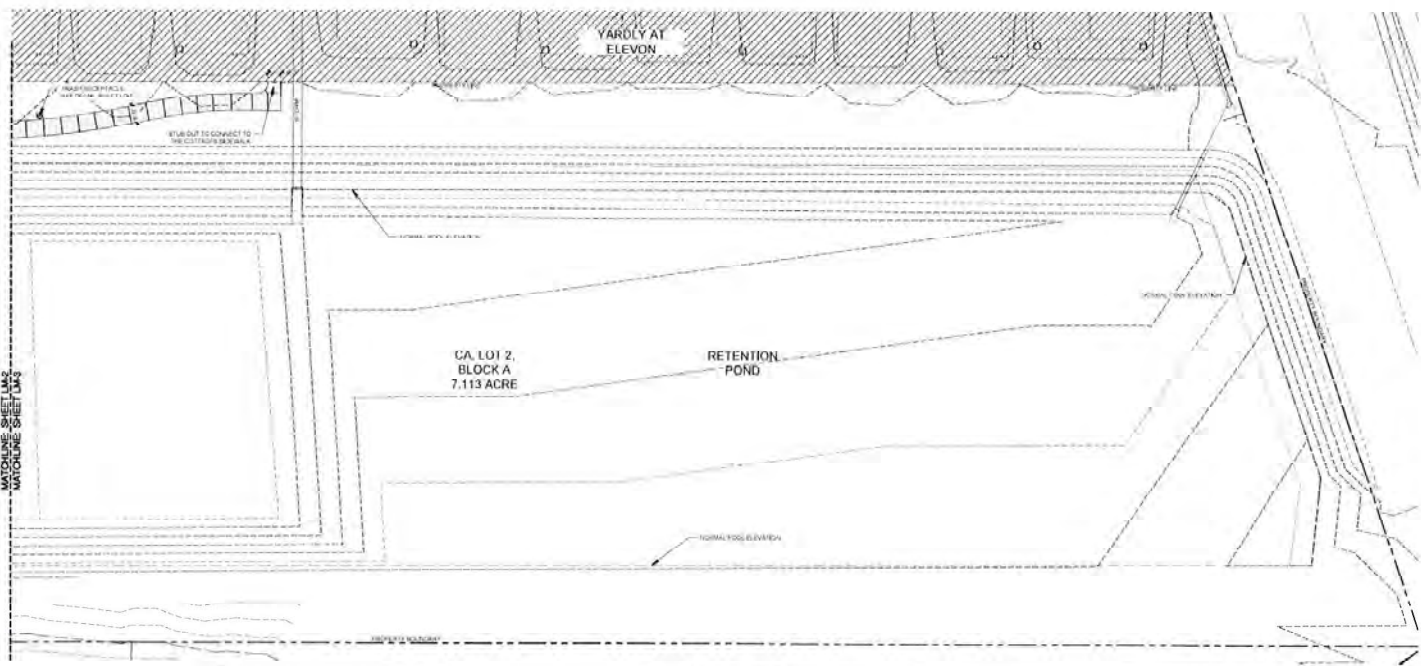


<p>NOTES:</p> <p>1. REFER TO THE CITY OF LONON PLANS FOR THE LOCATION OF ALL UTILITIES. THE CITY OF LONON SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES. THERE ARE NO UTILITIES SHOWN ON THE CITY OF LONON PLANS.</p>	<p>DESIGNED BY: JR</p> <p>DRAWN BY: MH</p> <p>CHECKED BY: JH</p>		<p><b>JBI PARTNERS</b></p> <p>211 Malvey Road Suite 200 Lubbock, Texas 79408 806.766.7676 1800.766.7676 100% SBA 8(a) 100% DBA</p>	<p><b>LAYOUT AND MATERIALS</b></p> <p><b>POND AT VILLAS DRIVE</b></p> <p><b>MARINE GROVE PARK &amp; WEST POND</b></p> <p>City of Lonon, Collin County, Texas</p>	<p>NO. 021 MAT 029</p> <p>SHEET NO. LM-2</p>
	<p>NO. 021 MAT 029</p>			<p>NO. 021 MAT 029</p>	


 HIDDEN UNDERGROUND PIPES (GAS, WATER, & TELEPHONE BY PUBLIC utility). CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND LOCATING EXISTING PIPES PRIOR TO EXCAVATION. ALL EXISTING PIPES AND STRUCTURES ARE SHOWN AS NOT SHOWN ON THE PLANS. BY THE APPROVANT.

**SCREENING LEGEND**  

 (Symbol) (Description)  
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 (Symbol) (Description)



ALL INFORMATION ON THIS PLAN IS THE PROPERTY OF JBI PARTNERS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED THEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

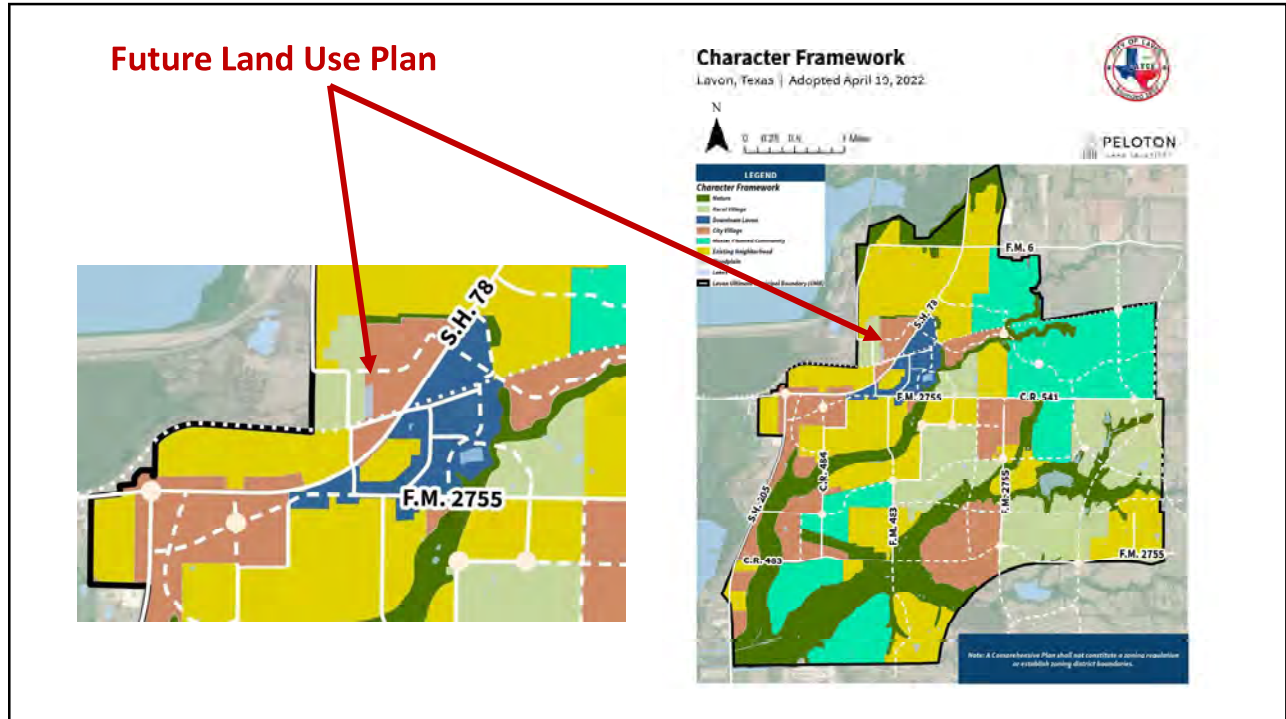
NO.	REVISIONS	DATE	BY	DATE	BY
1	ISSUED FOR CONSTRUCTION				
2	ISSUED FOR GRADING REVIEW				



**JBI PARTNERS**  
 2124 Mabey Road  
 Suite 300  
 Carrollton, Texas 75006  
 972.486.7676  
 1801 S. PAUL STR. SUITE 100  
 FORT WORTH, TEXAS 76104

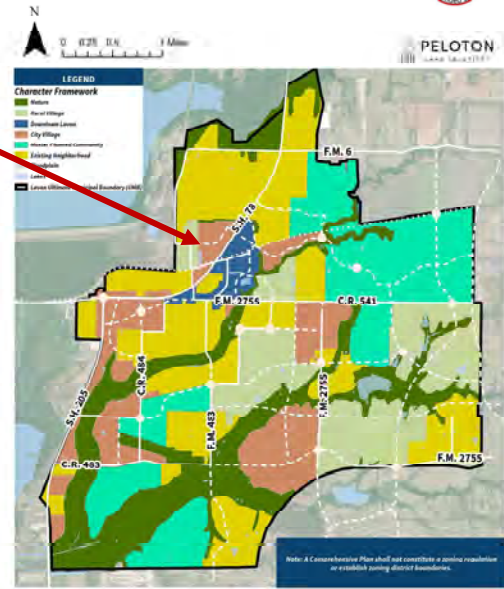
**LAYOUT AND MATERIALS**  
**POND (SOUTH)**  
**MARINE GROVE PARK & WEST POND**  
 City of Lavon, Collin County, Texas

PROJECT NO. MAT 029  
 SHEET NO. LM-3

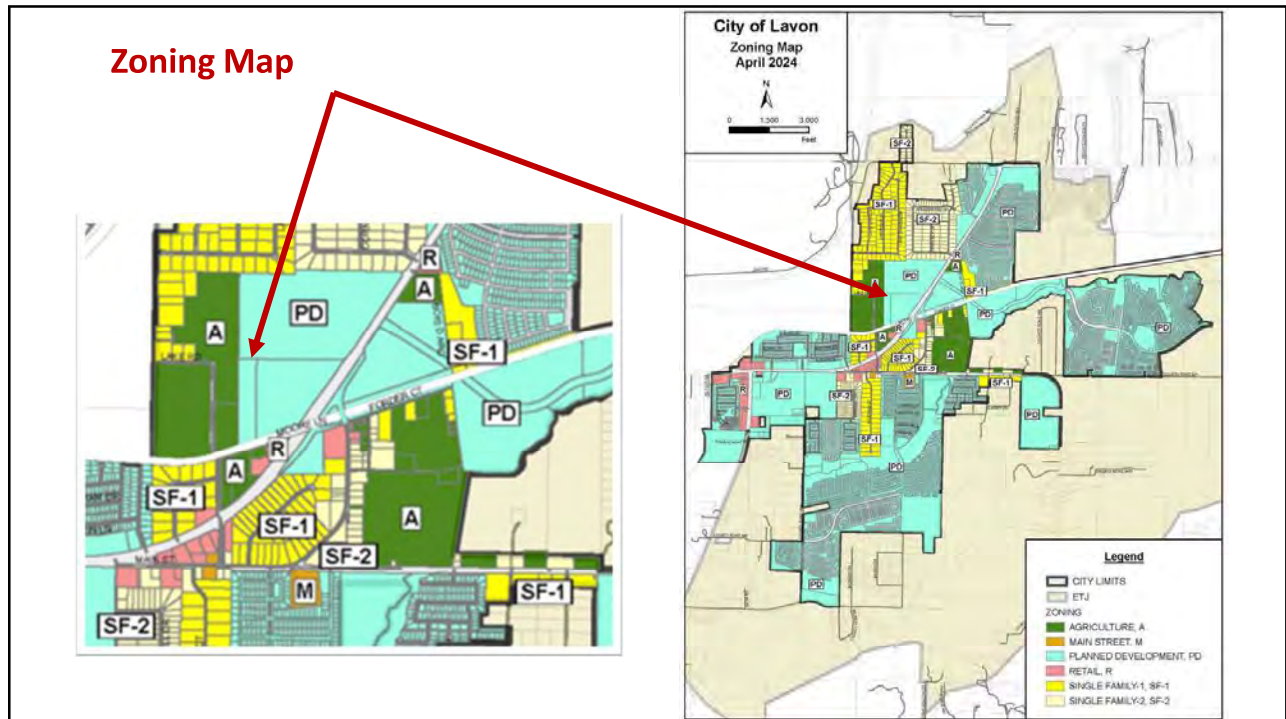


### Character Framework

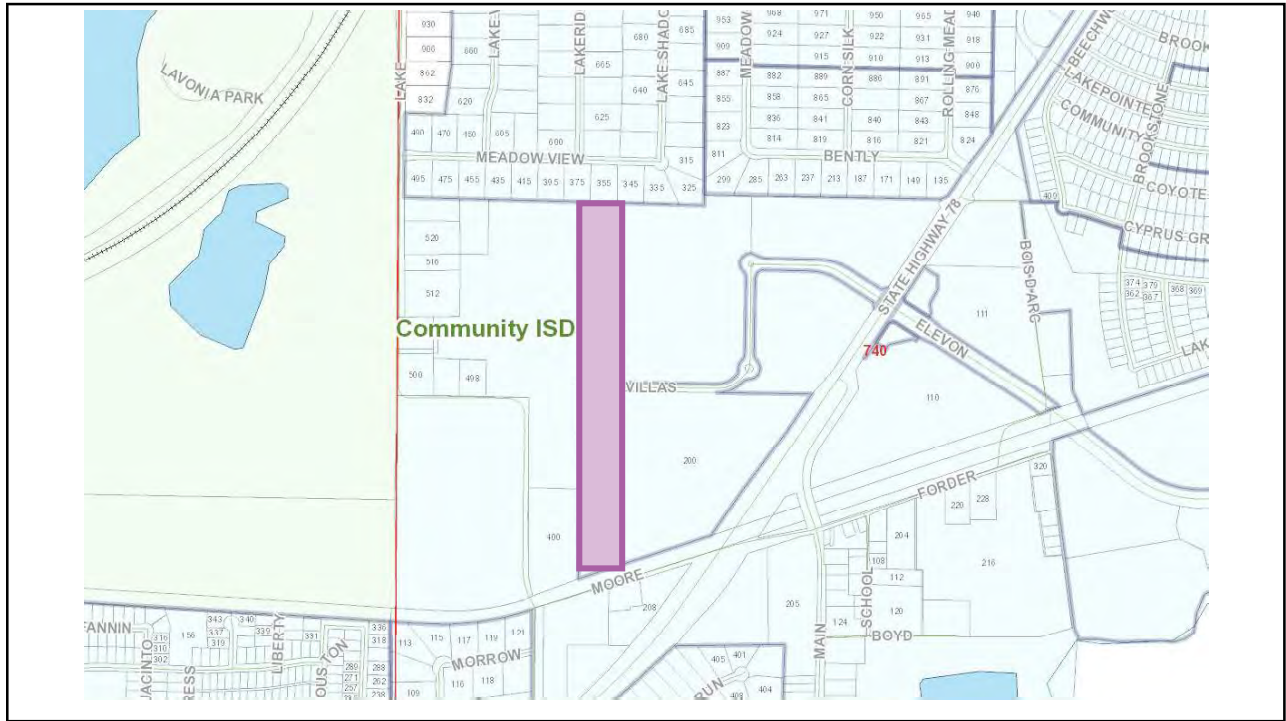
Lavon, Texas | Adopted April 19, 2022.



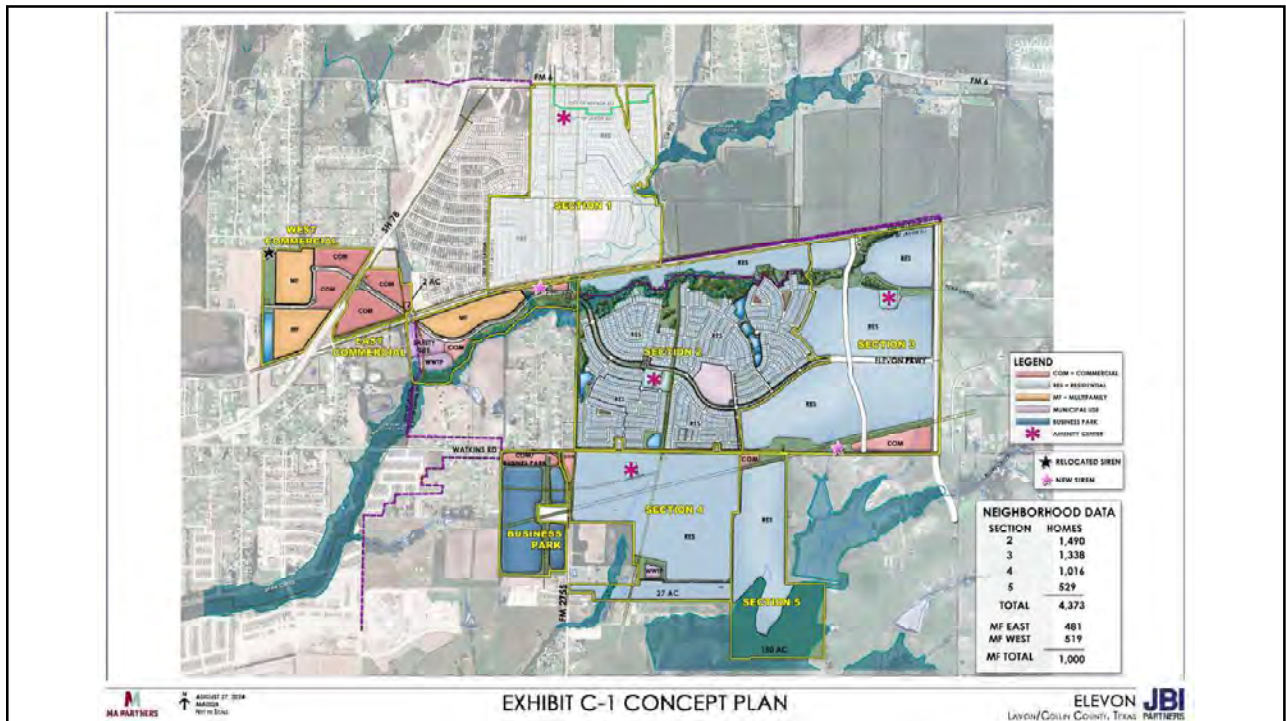
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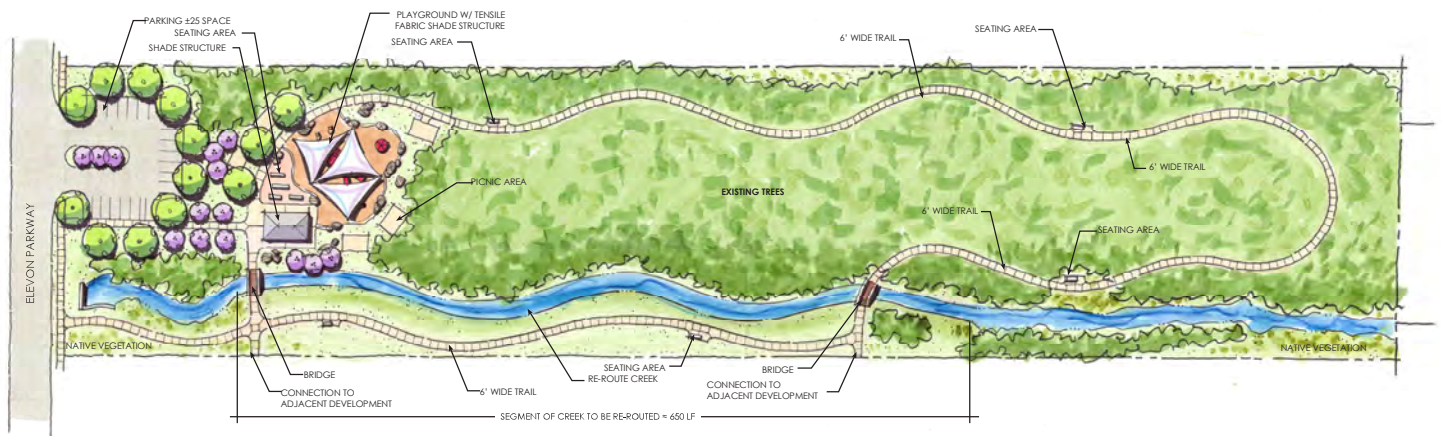
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**OPEN SPACE ENLARGEMENT**

SCALE: 1"=40'-0"



**OPEN SPACE OVERALL PLAN**

SCALE: 1"=80'-0"

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1"=40'-0" → APRIL 20, 2023  
148011

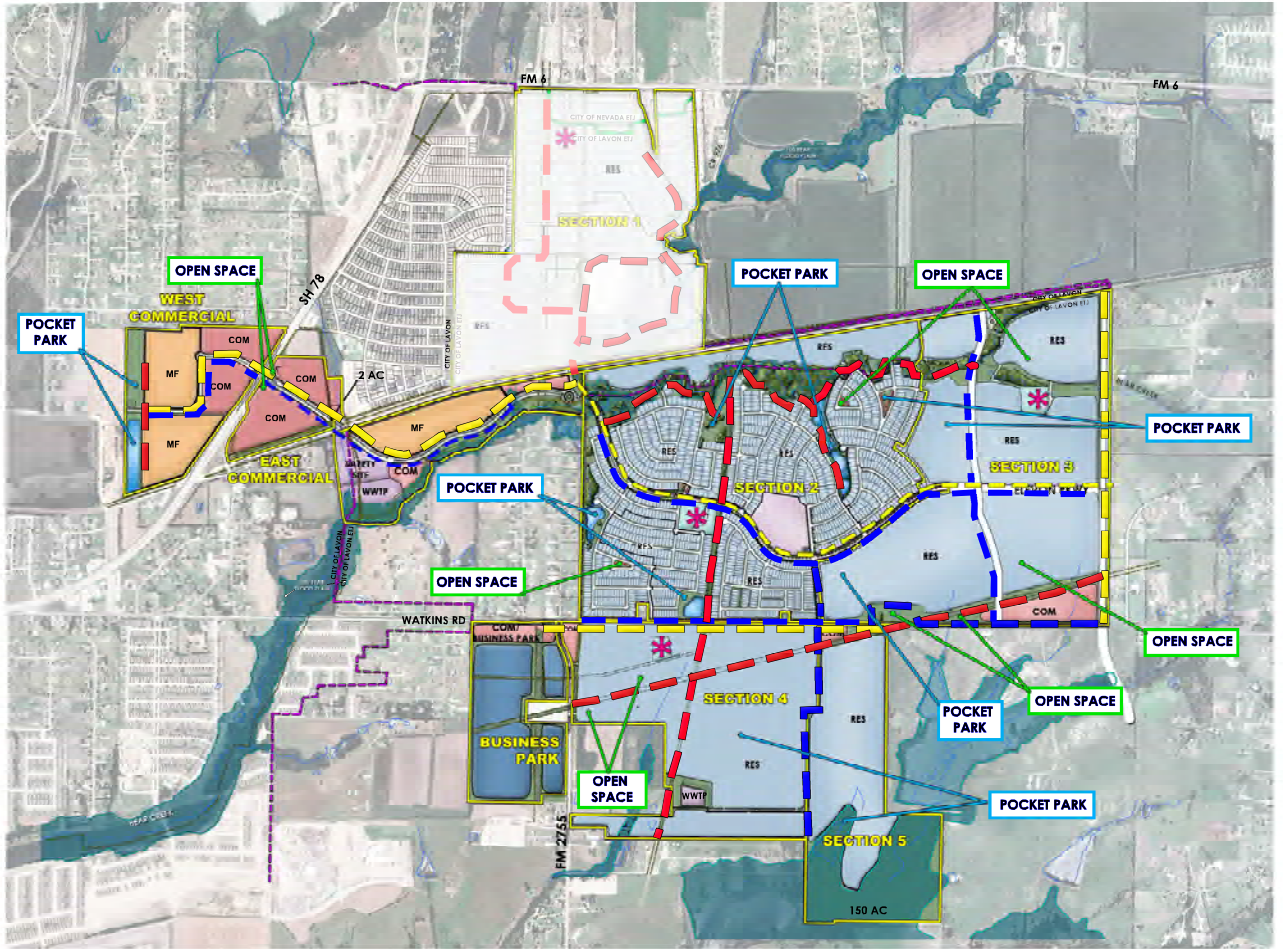
**OPEN SPACE CONCEPT B**

**ELEVON NORTH OPEN SPACE**  
Lavon, Texas **JBIPARTNERS**

**LEGEND**

- 6'-0" WIDE PRIVATE TRAIL
- 4' WIDE PUBLIC TRAIL
- 8' WIDE PUBLIC TRAIL
- AMENITY CENTER

PER DEVELOPMENT AGREEMENT, A MINIMUM OF 190 ACRES OF OPEN SPACE AND 6 POCKET PARKS ARE REQUIRED.



October 15, 2024

Kim Dobbs  
City of Lavon, TX  
Via Email Delivery to [kdobbs@lavontx.gov](mailto:kdobbs@lavontx.gov)

Re: Marine Grove Park  
Site Plan Review  
LJA Job No. NTP-40467  
MyGov Submittal: September 23, 2024

LJA Engineering, Inc. has reviewed the submittal referenced above per your request. We **recommend approval with the following condition:**

1. The response letter confirms the irrigation system will include an evapotranspiration weather-based controller. Please revise the Irrigation Plan to provide this equipment specification in a plan note.

Please do not hesitate to let us know if you have any questions.

Thank you,



Abra R. Nusser, AICP  
Director of Placemaking + Resilience at LJA  
Email: [anusser@lja.com](mailto:anusser@lja.com)  
Phone: 972.339.8186  
On behalf of the City of Lavon, TX



July 8, 2024

RE: Marine Grove Park  
Elevon West Commercial, Phase 2, CA1, Block B  
Site Plan Review  
Planning + Design Comments  
Dated June 13, 2024

This letter is written in response to the City planning + design comments issued June 13, 2024 for Marine Grove Park. See below for our response to each comment in red.

### **A. PLANNING + DESIGN COMMENTS**

1. The property is platted as Elevon West Commercial, Phase 2, CA1, Block B. Revise the plans to add the plat information to the plan set.  
**Plat description of "Elevon West Commercial, Phase 2, CA1, Block B has been added to the plan.**
2. Revise the plans to show and label the 8' Pedestrian and Recreation Access Easement that runs parallel to Villas Drive.  
**8' Pedestrian and Recreation Access Easement is shown and labeled on plan set.**
3. The governing PD states benches for seating shall be provided. Revise the plans to provide more than one bench within the park area.  
**Two benches are provided within the park area.**
4. The governing PD requires parking lots to contain landscape islands that contain at least one (1) large canopy tree and shall be located at the terminus of all parking rows. Revise the plans to provide landscape islands with canopy trees.  
**Required canopy trees are shown at the parking island and at the terminus of all parking rows.**
5. Revise the landscape plan to show the layout of irrigation, sprinkler or water systems including water source.  
**Irrigation plans are provided.**
6. Revise the landscape plan to show the location of existing and proposed utility lines (water, sanitary sewer, storm sewer, etc.). Trees cannot be planted closer than four (4) feet to a right-of-way line or closer than eight (8) feet to any public water line, wastewater line, fire protection connection, or drainage line. All utility lines are labeled. No trees are within 4' of a right-of-way nor within 8' to any public utility lines.
7. Please clarify where the trees, listed in the landscape legend, are proposed to be located.  
**Trees are shown in the plan set.**
8. Please clarify if the drive aisle is a fire lane. Fire lanes are subject to review and approval by the Fire Marshal and could necessitate design adjustment.  
**Fire lane is now shown on the plan.**
9. Revise the Layout and Materials Plan to provide a site summary table with the following information:
  - Site acreage
  - Zoning designation
  - Total parking provided**Site data is provided with required information.**
10. Please provide graphics or illustrations of the proposed playground equipment for consideration.  
**Playground Illustrative images are provided on sheet LD-7.**



11. FYI: Upon resubmittal, please provide a comment response letter indicating acknowledgement or clarification of how each comment has been addressed.

**Addressed.**

If you have any questions or additional comments, please feel free to call me. We are looking to move forward on the project as quickly as possible and anything you need to keep the project on schedule will be addressed promptly.

Sincerely,

A handwritten signature in blue ink, appearing to read "Anh L. Pham".

**JBI PARTNERS, INC.**

Anh L. Pham, PLA

Landscape Architect Project Manager

Office: 972-738-6184

Cell: 405-410-4613

apham@jbipartners.com

June 13, 2024

Kim Dobbs  
City of Lavon, TX  
Via Email Delivery to [kdobbs@lavontx.gov](mailto:kdobbs@lavontx.gov)

Re: Marine Grove Park  
Site Plan Review  
LJA Job No. NTP-40467  
MyGov Submittal: May 15, 2024

LJA Engineering, Inc. has reviewed the submittal referenced above per your request. Provided below are comments relating to planning and design. Please do not hesitate to let us know if you have any questions.

#### **PLANNING + DESIGN COMMENTS**

---

1. The property is platted as Elevon West Commercial, Phase 2, CA1, Block B. Revise the plans to add the plat information to the plan set.
2. Revise the plans to show and label the 8' Pedestrian and Recreation Access Easement that runs parallel to Villas Drive.
3. The governing PD states benches for seating shall be provided. Revise the plans to provide more than one bench within the park area.
4. The governing PD requires parking lots to contain landscape islands that contain at least one (1) large canopy tree and shall be located at the terminus of all parking rows. Revise the plans to provide landscape islands with canopy trees.
5. Revise the landscape plan to show the layout of irrigation, sprinkler or water systems including water source.
6. Revise the landscape plan to show the location of existing and proposed utility lines (water, sanitary sewer, storm sewer, etc.). Trees cannot be planted closer than four (4) feet to a right-of-way line or closer than eight (8) feet to any public water line, wastewater line, fire protection connection, or drainage line.
7. Please clarify where the trees, listed in the landscape legend, are proposed to be located.
8. Please clarify if the drive aisle is a fire lane. Fire lanes are subject to review and approval by the Fire Marshal and could necessitate design adjustment.
9. Revise the Layout and Materials Plan to provide a site summary table with the following information:
  - Site acreage
  - Zoning designation
  - Total parking provided

10. Please provide graphics or illustrations of the proposed playground equipment for consideration.
11. FYI: Upon resubmittal, please provide a comment response letter indicating acknowledgement or clarification of how each comment has been addressed.

Comments prepared and compiled by:

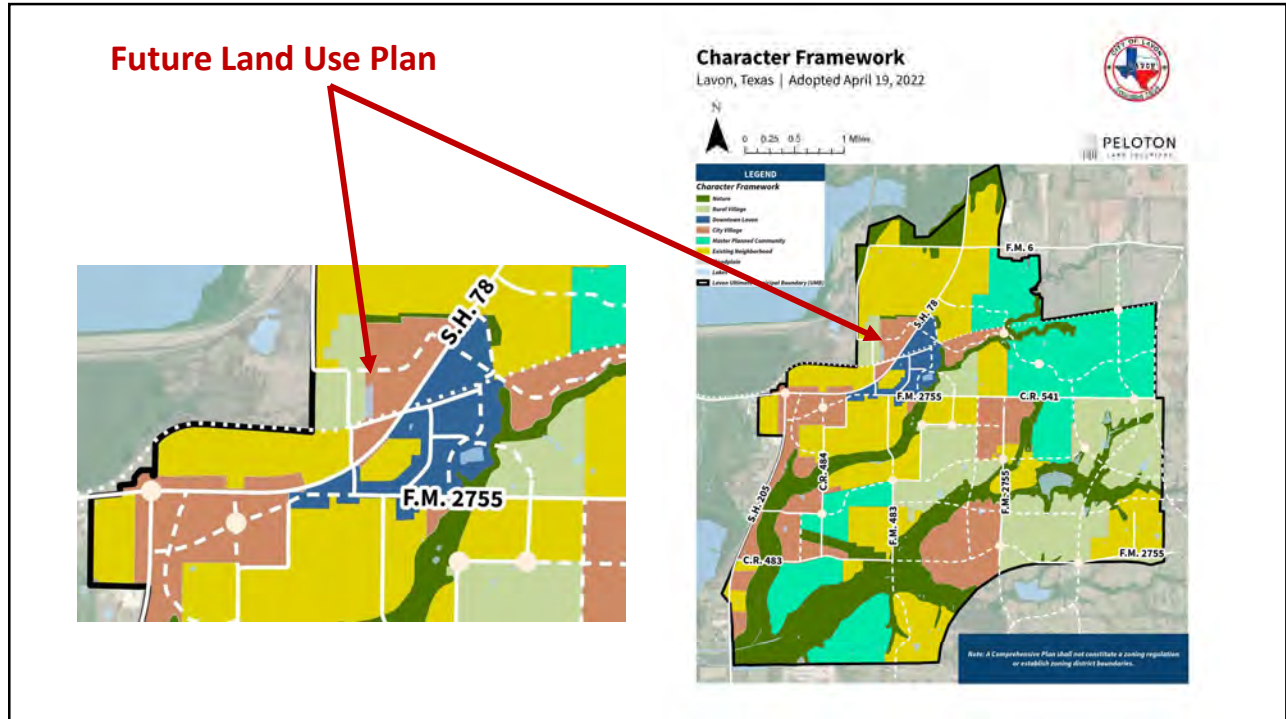


Tiffany McLeod, AICP, EIT  
Project Manager, Placemaking + Resilience at LJA  
Email: [tmcleod@lja.com](mailto:tmcleod@lja.com)  
Phone: 469.348.6571  
On behalf of the City of Lavon, TX

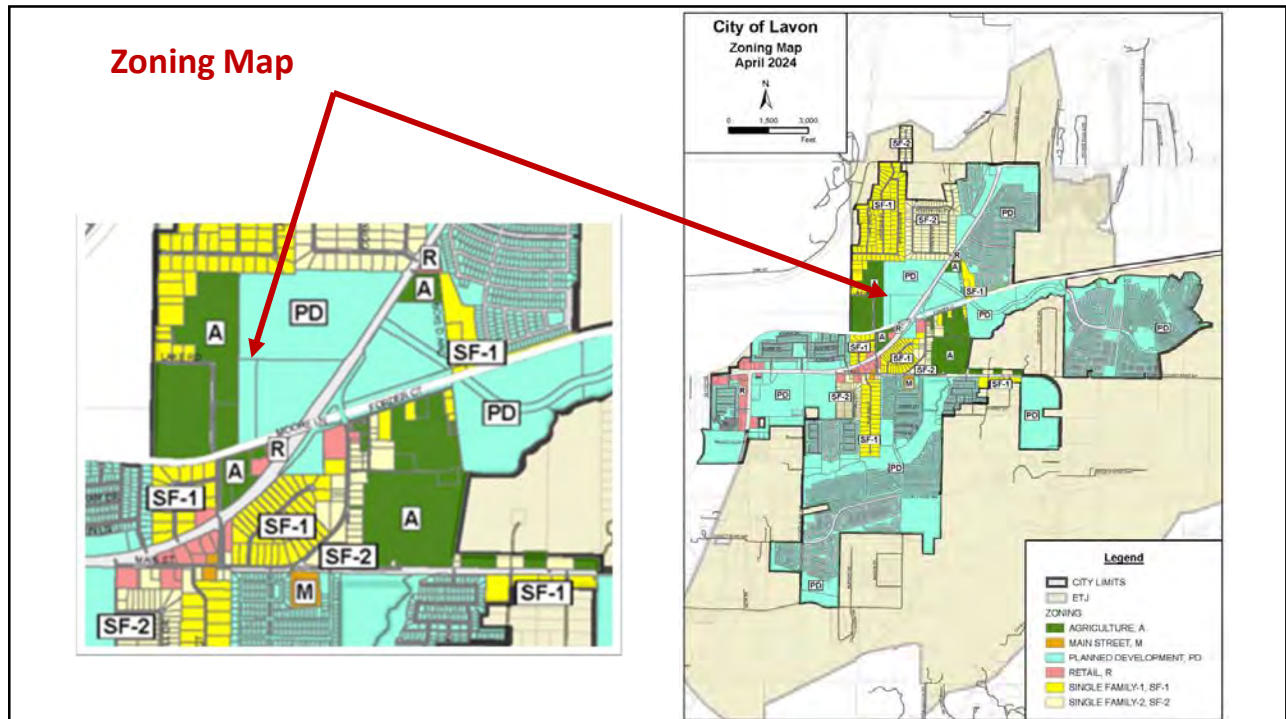
Quality check by:



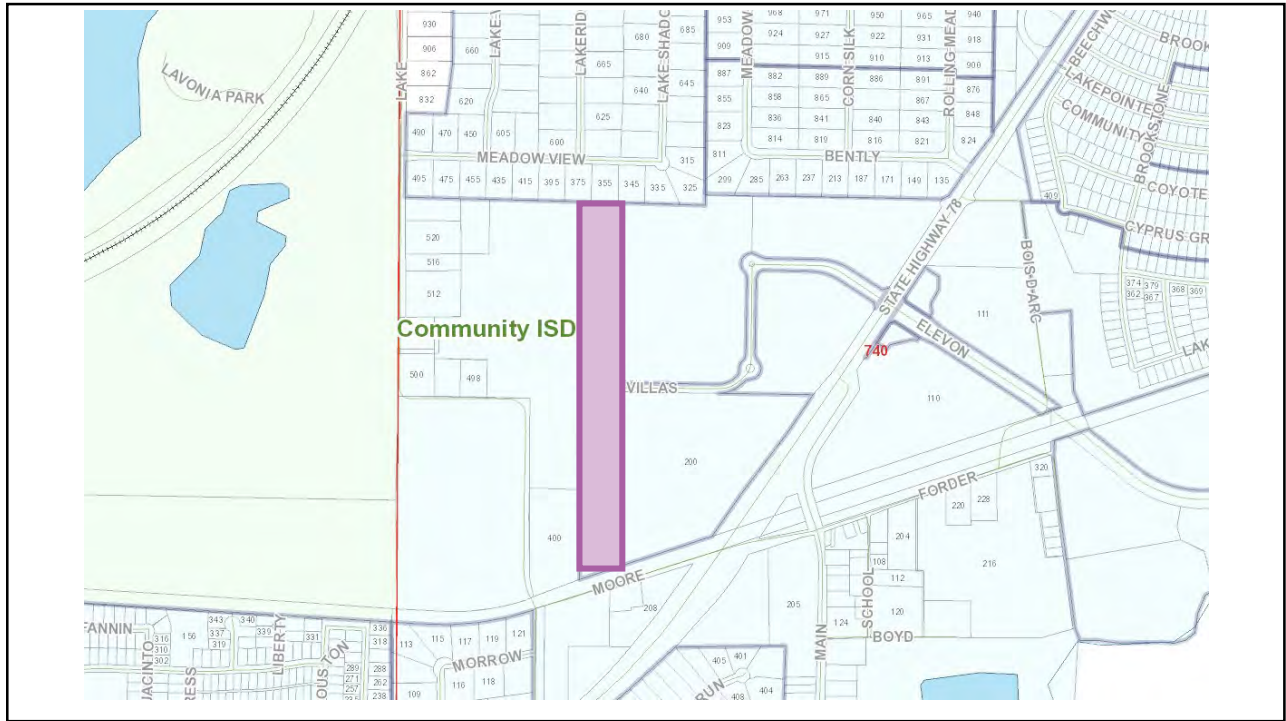
Abra R. Nusser, AICP  
Director of Placemaking + Resilience at LJA  
Email: [anusser@lja.com](mailto:anusser@lja.com)  
Phone: 972.339.8186  
On behalf of the City of Lavon, TX



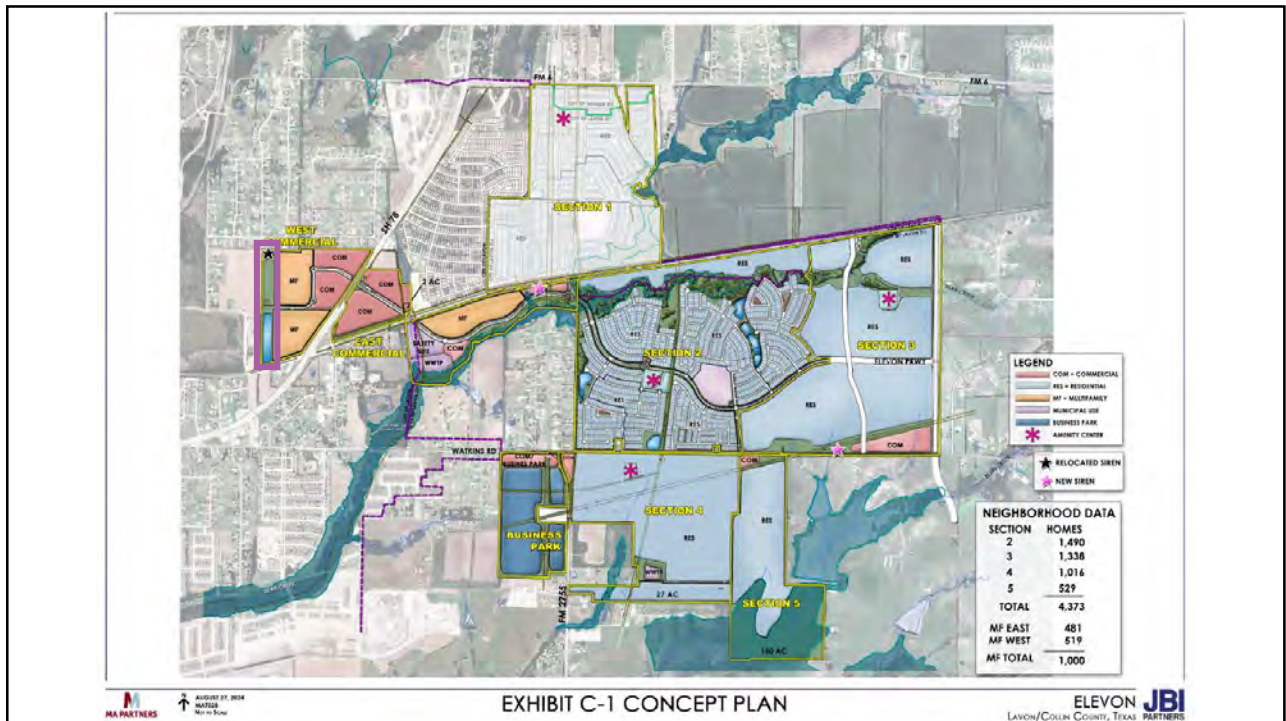
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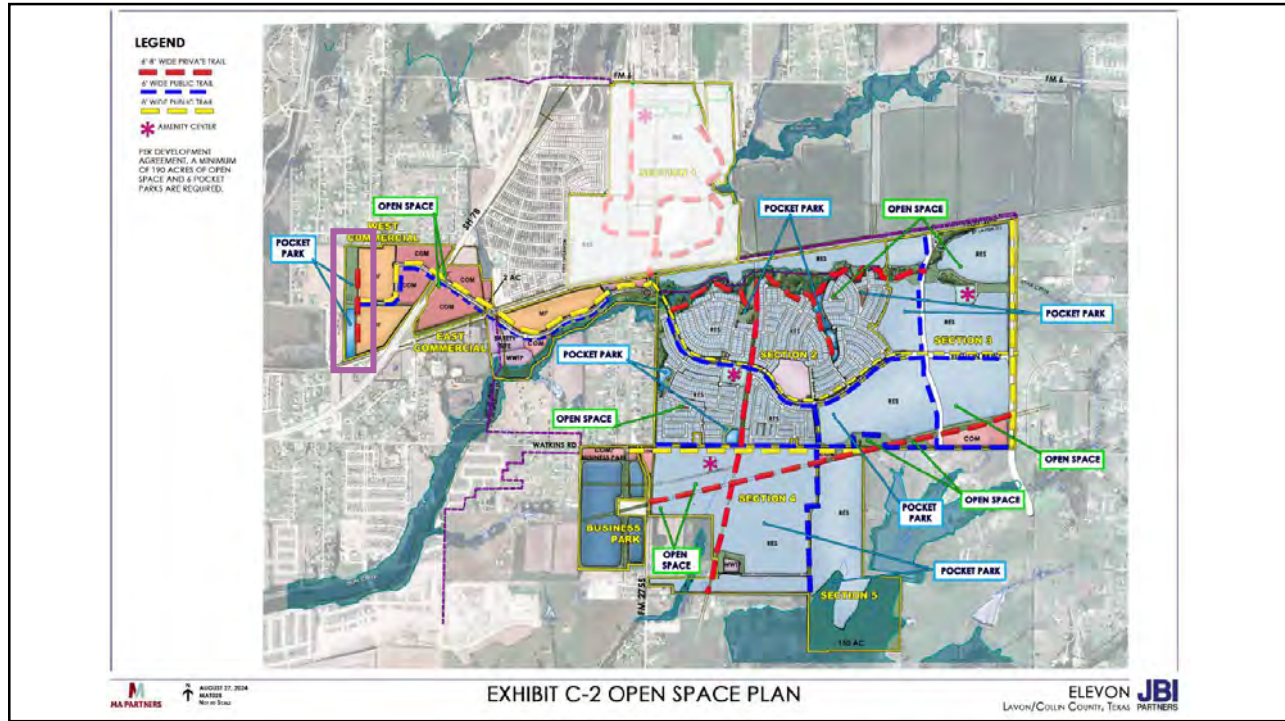
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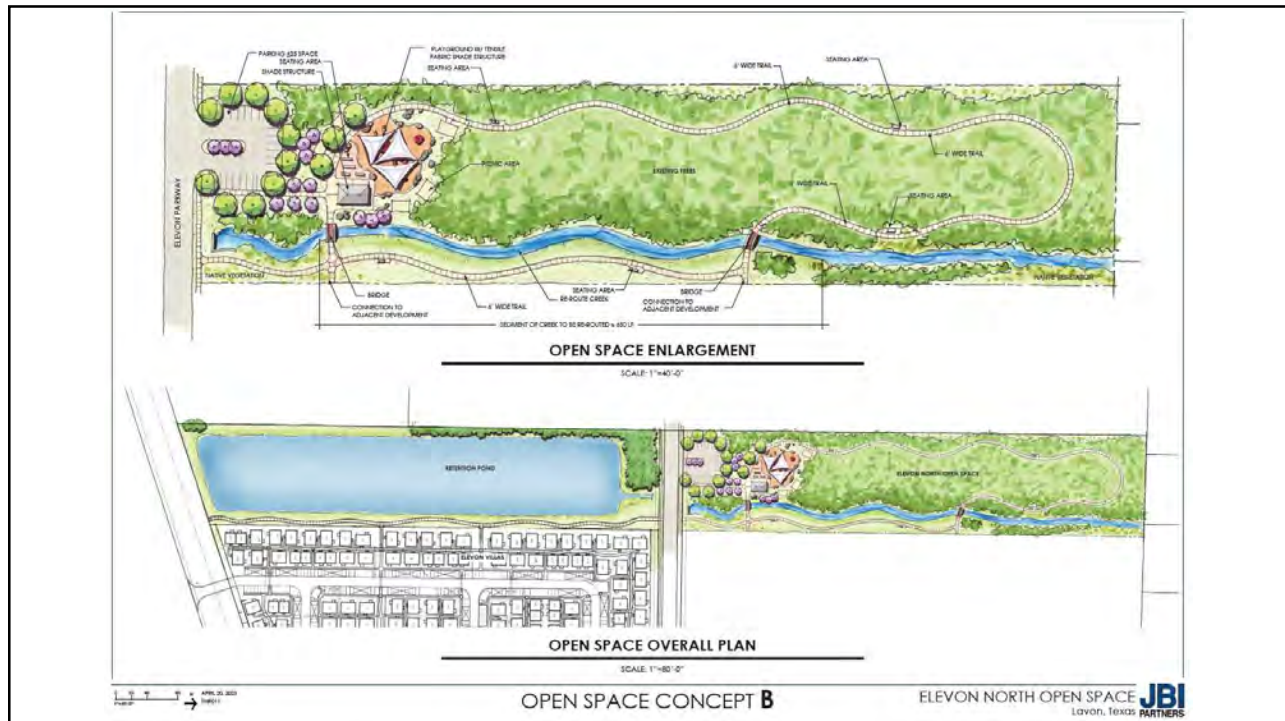
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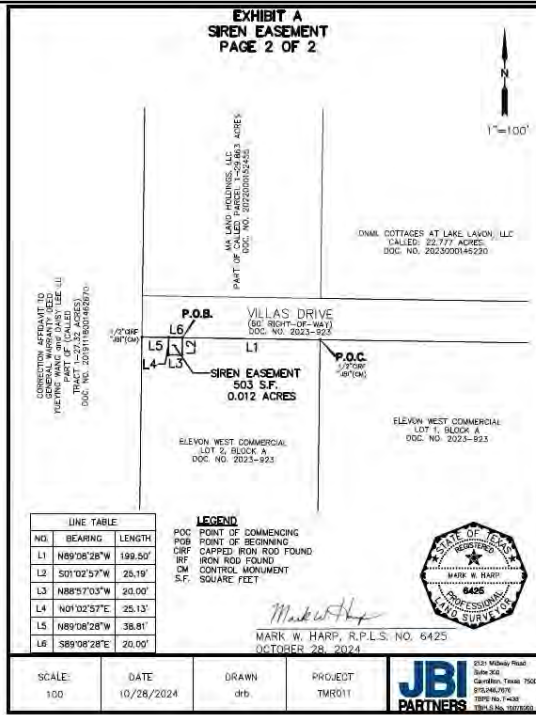


35



36

At the City's request, the applicant has relocated the outdoor storm warning siren south where paved access is available.



37

At the City's request the applicant is exploring the installation of inclusive all-accessible playground equipment in place of what was proposed.



<p>NOTES: 1. All materials, equipment, and accessories shall meet or exceed the requirements of the Americans with Disabilities Act (ADA) and the International Building Code (IBC). 2. The playground shall be designed to be accessible to all children, including those with physical, cognitive, and sensory disabilities. 3. The playground shall be designed to be safe and secure, with no sharp edges, pinch points, or other hazards. 4. The playground shall be designed to be durable and long-lasting, with materials that are resistant to vandalism and weathering. 5. The playground shall be designed to be aesthetically pleasing and fun, with a variety of play options and features.</p>	DATE: 10/28/2024	BY: [Signature]			211 Midway Road Suite 202 Gardiner, Texas 75048 530.646.9752 1895 W. 7th St. TEXAS 75002	HARDSCAPE DETAILS PLAYGROUND ILLUSTRATIVE MARINE GROVE PARK & WEST POND City of Lavon, Collin County, Texas	SHEET: 15-7 DATE: 10/28/2024 BY: [Signature]
	SHEET: 15-7 DATE: 10/28/2024 BY: [Signature]	SHEET: 15-7 DATE: 10/28/2024 BY: [Signature]					

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# CITY OF LAVON

## Agenda Brief

**MEETING: November 5, 2024**

**ITEM: 7 – D**

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**Item:**

Discussion and action regarding the first of two readings of a Resolution authorizing the Lavon Economic Development Corporation to expend funds for one or more projects to assist in the promotion of new and expanded community development in Lavon in the vicinity of Main Street (Bus 78) and Geren Drive, not to exceed \$1,400,000.00 for the cost of the projects and providing an effective date.

**Background:**

On October 14, 2024, the Board of Directors of the Lavon Economic Development Corporation (LEDC) conducted a public hearing. The Directors vote to proceed with one or more projects to assist in the promotion of new and expanded community development in Lavon in the vicinity of Main Street (Bus 78) and Geren Drive, the next step is the presentation of the project to the City Council for consideration.

Pursuant to state law, a Project may include costs for the acquisition of lands, buildings, equipment, facilities and improvements and related necessary costs for the design, construction, renovation, equipping, improving, maintenance and operation of the land, buildings, equipment facilities and improvements.

Public Notice regarding the proposed project was published in the September 27, 2024 edition of The Wylie News.

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

***Code Excerpt:***

**TEXAS LOCAL GOVERNMENT CODE**

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

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

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

According to the Executive Director of the LEDC, the following are key points regarding the project:

- The 2.191 acres is owned by Wylie CYPP Properties LTD.
- The negotiated price is \$14 per square foot, or \$1,336,159 total.
- Downpayment upon closing ( +/- Dec 2nd) is 25% or \$333,887.40.
- LEDC has savings in TexStar to cover the cost of the downpayment.
- The LEDC has negotiated Seller financing for two years with LEDC paying monthly principal and interest according to an established schedule.
- Monthly cost approximately \$2,000 per month for principal.
- In the 3<sup>rd</sup> year a balloon payment of the remainder \$953,873.59 will come due. The LEDC has coordinated with Government Capital to be assured that the balloon payment in the 3<sup>rd</sup> year is feasible for a 20-year loan through Government Capital.

As permitted by the Open Meetings Act, the City Council may convene into Executive Session to discuss the matter.

**Financial Implications:**

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

***Staff Notes:***

This is the first of two required readings and approval of the first reading is recommended.

If the item is approved, the item will be scheduled for second reading on the November 19, 2024 agenda.

**Attachments:** Proposed Resolution

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2024-**

LEDC Project(s) - Main Street and Geren Drive

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS AUTHORIZING THE LAVON ECONOMIC DEVELOPMENT CORPORATION TO EXPEND FUNDS FOR ONE OR MORE PROJECTS TO ASSIST IN THE PROMOTION OF NEW AND EXPANDED COMMUNITY DEVELOPMENT IN LAVON IN THE VICINITY OF MAIN STREET (BUS 78) AND GEREN DR., NOT TO EXCEED \$1,400,000.00 FOR THE COST OF THE PROJECTS AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on October 14, 2024, the Board of Directors of the Lavon Economic Development Corporation (LEDC) conducted a public hearing and voted to proceed with one or more projects to assist in the promotion of new and expanded community development in Lavon in the vicinity of Main Street (Bus 78) and Geren Drive; and

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

**WHEREAS**, the Project may include costs for the acquisition of lands, buildings, equipment, facilities and improvements and related necessary costs for the design, construction, renovation, equipping, improving, maintenance and operation of the land, buildings, equipment facilities and improvements; and

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

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

**SECTION 1.** That the City Council of the City of Lavon does hereby approve and authorize the Lavon Economic Development Corporation to expend funds for one or more projects to assist in the promotion of new and expanded community development in Lavon in the vicinity of Main Street (Bus 78) and Geren Drive, such projects not to exceed \$1,400,000.00.

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

**FIRST READING:** \_\_\_\_\_ **SECOND READING:** \_\_\_\_\_

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas on the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

ATTEST:

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



# CITY OF LAVON

## Agenda Brief

**MEETING: November 5, 2024**

**ITEM: 7 - E**

---

**Item:**

Discussion and action regarding Resolution No. **2024-11-04** authorizing the Lavon Police Department to apply for grant funds through the Motor Vehicle Crime Prevention Authority SB 224 Catalytic Converter Grant to be used for the installation and operation of automated plate recognition cameras.

**Background:**

On April 2, 2024, the City Council approved an agreement to pursue the installation of a fixed license plate reader system, specifically the Flock Group Inc. automatic license plate recognition cameras within the City.

Currently, the City is under contract with Flock for a total of 5 cameras. Of those cameras, the 2 mobile cameras are in service, 1 camera is scheduled to be installed on 11 Nov 2024, the last 2 are waiting on TxDot approval.

This grant would provide for the installation of 8 additional fixed cameras around the City, focusing on routes into and out of the City. The grant will fund 80% of the first year and installation costs. The Police department is requesting authorization to apply for and accept the grant if selected.

The City of Frisco recently obtained a grant to install 81 cameras throughout the City and Prosper has installed roughly 50. The Flock system has a certain level of interoperability in that the system shares information among system cities.

**Financial Implications:**

The grant application requires a 20% match of up to \$10,000. Funding is available in undesignated fund balance. In future years, the City will assume the 100% of the cost of operations, estimated to be \$3,000 each.

**Staff Notes:**

Approval is recommended.

**Attachments:** Proposed Resolution  
City of Frisco article

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2024-11-05**

FY 25 SB 224 Catalytic Converter Grant Program

**A RESOLUTION OF THE CITY OF LAVON, TEXAS AUTHORIZING THE LAVON POLICE DEPARTMENT TO APPLY FOR GRANT FUNDS THROUGH THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY SB 224 CATALYTIC CONVERTER GRANT TO BE USED FOR THE INSTALLATION AND OPERATION OF AUTOMATED PLATE RECOGNITION CAMERAS (FLOCK) FOR THE CITY OF LAVON, TEXAS.**

**WHEREAS**, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement task forces and agencies for economic motor vehicle theft, including catalytic converter theft; and

**WHEREAS**, this grant program will assist this jurisdiction to motor vehicle theft; and

**WHEREAS**, this grant program will require the assistance of the City of Lavon to match the funds by 20%; and

**WHEREAS**, the City Council of the City of Lavon finds that application for and implementation if awarded of the grant serves the best interest of the City and the public health, safety, and welfare of the citizens.

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

**SECTION 1.** The City Council hereby authorizes the Lavon Police Department to apply for grant funds through the Motor Vehicle Crime Prevention Authority SB 224 Catalytic Converter Grant to be used for the installation and operation of automated plate recognition cameras (Flock) for the City of Lavon, Texas.

**SECTION 2.** The City Council hereby authorizes the expenditure from general funds of the twenty percent (20%) required matching funds up to an amount of ten thousand dollars (\$10,000.00).

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas on the 5<sup>th</sup> day of November 2024.

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

ATTEST:

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



# CITY OF LAVON

## Agenda Brief

**MEETING: November 5, 2024**

**ITEM: 7 - F**

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**Item:**

Discussion and action regarding Resolution No. 2024-11-05 approving and authorizing the City Manager to execute a Multiple Use Agreement with the Texas Department of Transportation (TxDOT) allowing the installation and operation of a fixed license plate reader system in TxDOT right of way.

**Background:**

On April 2, 2024, the City Council approved an agreement to pursue the installation of a fixed license plate reader system, specifically the Flock Group Inc. automatic license plate recognition cameras within the City.

A portion of the strategic placement of the system involves utilization of the TxDOT right of way for which a Multiple Use Agreement is required. At this time, two cameras are planned, and it is highly likely that others may soon follow. The Police Department is seeking authorization for the City Manager to execute the Multiple Use Agreement with TxDOT for these and any future placements.

The Police Department is working with Flock Group to compile the exhibits for the Agreement.

**Financial Implications:**

Utilizing TxDOT right of way results in savings to the City.

***Staff Notes:***

Approval is recommended pursuant to compilation of the exhibits for this and for any placements now and in the future.

**Attachments:** Proposed Resolution and Agreement

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2024-11-05**

TxDOT Multiple Use Agreement - Flock Group Inc. License Plate Reader System

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MULTIPLE USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ALLOWING THE INSTALLATION AND OPERATION OF A FIXED LICENSE PLATE READER SYSTEM IN TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council for the City of Lavon has determined the installation of the Automatic License Plate Recognition (ALPR) Cameras will increase public safety and assist the Police Department in crime prevention efforts and strategies; and

**WHEREAS**, the City Council for the City of Lavon desires to engage with the Texas Department of Transportation (TxDOT) and asks that Flock Group Inc. be allowed to place ALPR Cameras in TxDOT right-of-way on behalf of the City of Lavon; and

**WHEREAS**, the City Council for the City of Lavon finds it to be in the public interest to approve a Multiple Use Agreement with TxDOT.

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

**SECTION 1.** The City Council hereby approves and authorizes the City Manager to execute a Multiple Use Agreement with TxDOT for the installation and operation of ALPR Cameras in TxDOT right-of-way, attached hereto and incorporated herein as “Exhibit A”.

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

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas on the 5<sup>th</sup> day of November 2024.

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

ATTEST:

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

**RESOLUTION 2024-11-05**

**EXHIBIT A**



**MULTIPLE USE AGREEMENT**

**STATE OF TEXAS §**

**COUNTY OF TRAVIS §**

**THIS AGREEMENT** made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and City of Lavon \_\_\_\_\_, hereinafter called \_\_\_\_\_ City \_\_\_\_\_, party of the second part, is to become effective when fully executed by both parties.

**WITNESSETH**

**WHEREAS**, on the \_\_\_\_\_ day of \_\_\_\_\_, 20 24, the governing body for the \_\_\_\_\_ City \_\_\_\_\_ entered into Resolution/Ordinance No. \_\_\_\_\_ hereinafter identified by reference, authorizing the \_\_\_\_\_ City 's participation in this agreement with the State; and

**WHEREAS**, the \_\_\_\_\_ City \_\_\_\_\_ has requested the State to permit the construction, maintenance and operation of a public \_\_\_\_\_ Fixed License Plate Reader System \_\_\_\_\_ on the highway right of way, (ROADWAY \_\_\_\_\_ State Highway 78 \_\_\_\_\_ CONTROL SECTION NO. \_\_\_\_\_ ). (General description of area including either the control number or GPS coordinates.)

shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

**WHEREAS**, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the \_\_\_\_\_ City \_\_\_\_\_ will enter into agreements with the State for the purpose of determining the respective responsibilities of the \_\_\_\_\_ City \_\_\_\_\_ and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

### **1. DESIGN AND CONSTRUCTION**

          City           will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the

          City           shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the           City           and found not to comply with ADA or TAS shall be corrected at the entire expense of the           City          

### **2. INSPECTION**

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

### **3. PARKING REGULATIONS**

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1½ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

**4. PROHIBITION/SIGNS**

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

**5. RESPONSIBILITIES**

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the \_\_\_\_\_ City \_\_\_\_\_. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that \_\_\_\_\_ City \_\_\_\_\_ has failed to comply with these responsibilities, it will perform the necessary work and charge \_\_\_\_\_ City \_\_\_\_\_ the actual cost of the work.

**6. FEES**

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The \_\_\_\_\_ City \_\_\_\_\_ shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The \_\_\_\_\_ City \_\_\_\_\_ shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the \_\_\_\_\_ City \_\_\_\_\_ for the use of the facility under this agreement, the \_\_\_\_\_ City \_\_\_\_\_ will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the \_\_\_\_\_ City \_\_\_\_\_ must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the \_\_\_\_\_ City 's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

#### 7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and

\_\_\_\_\_ City shall be responsible for the facility's timely removal at no cost to the State. If the State determines that \_\_\_\_\_ City has failed to timely remove the facility, it will perform the necessary work and charge \_\_\_\_\_ City the actual cost of the work.

#### 8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

#### 9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

#### 10. RESTORATION OF AREA

The \_\_\_\_\_ City shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The \_\_\_\_\_ City shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

#### 11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

**12. INDEMNIFICATION**

THE \_\_\_\_\_ City \_\_\_\_\_ WILL INDEMNIFY THE STATE AGAINST ANY AND ALL DAMAGES AND CLAIMS FOR DAMAGES, INCLUDING THOSE RESULTING FROM INJURY OR DEATH OF PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, OPERATION OR MAINTENANCE OF THE FACILITY, WHICH INDEMNIFICATION SHALL EXTEND TO AND INCLUDE ANY AND ALL COURT COSTS, ATTORNEY'S FEES AND EXPENSES RELATED TO OR CONNECTED WITH ANY CLAIMS OR SUITS FOR DAMAGES AND SHALL, IF REQUESTED IN WRITING BY THE STATE TO DO SO, ASSIST THE STATE OR RELIEVE THE STATE FROM DEFENDING ANY SUCH SUITS BROUGHT AGAINST IT. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 2024, THE City of Lavon (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not

limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the \_\_\_\_\_ City \_\_\_\_\_. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the \_\_\_\_\_ City \_\_\_\_\_ shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

### 13. INSURANCE

The \_\_\_\_\_ City \_\_\_\_\_, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. \_\_\_\_\_ City \_\_\_\_\_ shall include TxDOT as an additional insured by endorsement in \_\_\_\_\_ City \_\_\_\_\_'s commercial general liability insurance policy. Prior to beginning work on the State's right of way, the \_\_\_\_\_ City \_\_\_\_\_'s construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

### 14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

### 15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The \_\_\_\_\_ City \_\_\_\_\_ shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

### 16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

**17. CIVIL RIGHTS ASSURANCES**

The \_\_\_\_\_ City \_\_\_\_\_, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the \_\_\_\_\_ City \_\_\_\_\_ shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

**18. AMENDMENTS**

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

**19. LEGAL CONSTRUCTION**

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

**20. AUDIT**

The State may conduct an audit or investigation of any aspect of this agreement. The \_\_\_\_\_ City \_\_\_\_\_ must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the \_\_\_\_\_ City \_\_\_\_\_ if that service is authorized by this agreement.

**21. AUTHORITY OF STATE AUDITOR**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**22. NOTICES**

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

<b>STATE</b> (Mailing Address)	<b>(Name of other party)</b> (Mailing Address)
Texas Department of Transportation Maintenance Division 125 East 11th Street Austin, Texas 78701-2483	City of Lavon P.O. Box 340, 120 School Road Lavon, Texas 75166

**23. TIMELY PAYMENT**

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

**24. WARRANTS**

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signature, the

\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the  
State on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**STATE OF TEXAS**

Executed and approved for the Texas  
Transportation Commission for the purpose and  
effect of activating and/or carrying out the orders,  
and established policies or work programs  
heretofore approved and authorized by the Texas  
Transportation Commission.

\_\_\_\_\_  
(Name of other party)

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

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
Director, Maintenance Division

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Office and Telephone No.

**APPROVAL RECOMMENDED:**

\_\_\_\_\_  
District Engineer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

## EXHIBITE



## CITY OF LAVON Agenda Brief

**MEETING:** November 5, 2024

**ITEM:** 7 - G

---

**Item:**

Discussion and action regarding a proposed Progressive Rank Program for the Lavon Police Department to recognize service and assist in recruitment and retention.

**Background:**

The police department is seeking approval for the implementation of an expanded rank system to assist efforts for recruitment and retention. Ranks should not be confused with paygrades.

The goals of this project are to: promote officer retention by providing an additional pathway of progression for members of the Lavon Police Department; provide for an additional incentive to lateral transfers by allowing for rank of highly qualified applicants; and to provide a merit system of rank increases.

Currently the City has adopted and recently enhanced a Step Pay Plan for the pay grades of Officer, Sergeant and Lieutenant. This was an important and strong step by the City to improve recruitment and retention success. Steps within a paygrade are based on years with the department, although highly qualified lateral applicants may start at a higher pay step within their paygrade.

Ranks within a paygrade provide recognition of the individual's overall service time, time with the department, and/or standing with the department (merit). While movement through the ranks within a paygrade is generally considered a promotion, it is not a promotion to a new paygrade or pay step. However, generally you do need to have reached the minimum pay step for that rank. One exception may be that officers who have been with the department prior to the implementation of the step plan may qualify for a higher rank based on their time with the department.

Research and experience indicate that this sort of recognition program is beneficial to department morale and positive in terms of recruitment and retention.

**Financial Implications:**

Funding for the implementation may be accomplished within current budgeted expenditures.

***Staff Notes:***

Approval is recommended.

**Attachments:** Program Description



# LAVON POLICE DEPARTMENT

501 B Lincoln Ave. • P.O. Box 340  
Lavon, TX 75166  
Phone (972) 843-4219 • Fax (972) 843-0945



## Progressive Rank Program

10/23/2024

It is important to establish a pathway of progression for members of the Lavon Police Department. This rank structure is one element in the sworn officer pathway of progression.

Ranks should not be confused with paygrades. Currently the City of Lavon only has the following paygrades for Police Officers:

Chief  
Captain  
Lieutenant  
Sergeant  
Officer

Additionally, the department has step plans for the pay grades of Officer, Sergeant and Lieutenant.

Ranks within a paygrade are a recognition of the individual's overall service time, time with the department, and/or standing with the department.





While movement through the ranks within a paygrade is generally considered a promotion, it is not a promotion to a new paygrade or pay step. However, generally you do need to have reached the minimum pay step for that rank. Except that officers who have been with the department prior to the implementation of the step plan may qualify for a higher rank based on time with the department.

Officers who currently hold a rank will not be reduced in rank, even if they do not hold the step for that rank. Any officer who meets the requirements for assignment to a rank will be allowed to request movement to the highest rank they qualify for. New hires in the officer paygrade with experience may be lateralled into a rank of Corporal. New hires that are lateralled not the paygrade of Sergeant will be placed at the Sergeant rank.





Officers who face disciplinary action may face a reduction in rank.

The Chief of Police will make the final decision on all rank assignments. The Chief of Police may wave any requirement for an assignment to a rank when he believes it is in the best interest of the department.

**Officers**

Rank Insignia	Paygrade	Minimum Step	Rank	Information
No Insignia	Officer	O-A	Recruit Officer	
	Officer	O-B	Officer First Class	
	Officer	O-C	Senior Officer	
	Officer	O-D	Corporal	
	Officer	O-E	Senior Corporal	




**Sergeants**

Rank Insignia	Paygrade	Minimum Step	Rank	Information
	Sergeant	S-A	Sergeant	
	Sergeant	S-B	Staff Sergeant	
	Sergeant	S-C	Sergeant First Class	
	Sergeant	S-D	Master Sergeant	

## Assignment Tabs

Some officers are not assigned to patrol, or they have a special duty assignment within patrol. Because the standard uniform is most associated with the patrol function, officer assigned to other duties may wear a Duty Assignment Tab on their uniforms.

The Duty Assignment Tab should be worn on each sleeve of the uniform directly below where the rank insignia is (or should be) displayed. No more than one Duty Assignment Tab may be worn on each sleeve and both sleeves must have matching tabs.

Duty Assignment Insignia	Assignment	Information
	Field Training Officer	To be authorized to wear this tab, the officer must be assigned as an Field Training Officer.
	Special Programs	To be authorized to wear this tab, the officer must be assigned to the Special Programs Division.
	Sergeant	To be authorized to wear this tab, the officer must be assigned to the Criminal Investigations Division.



# CITY OF LAVON

## Agenda Brief

MEETING: November 5, 2024

ITEM: 7 - H

---

**Item:**

Discussion and action regarding Resolution No. 2024-11-07 approving and authorizing the execution of Task Order No. 4 with LJA Engineering, Inc. pursuant to Resolution No. 2023-10-04 for professional consulting services for services associated with development of a Corridor Branding Strategy.

**Background:**

In October 2023, the City of Lavon and LJA Engineering, Inc. entered into a Professional Services Agreement (PSA) to extend the 2019 PSA engaging Abra Nusser and her colleagues for professional planning and consulting services. The October 2023 PSA provides for Task Orders to be issued for specialized projects and design-related services.

The Comprehensive Plan adopted in 2022 and the Strategic Plan adopted in 2023 share common themes to create a branding and marketing strategy to accomplish the common and highest priority goals identified by the community in development of the Plans.

It is especially timely and of particular importance that with improvements to SH 78 and SH 205 completed that Lavon identify the entry corridors with some form of distinguished signage or monuments.

***Comprehensive Plan Excerpts***

**City of Lavon Comprehensive Plan**

**Chapter 2 Economic & Fiscal Vitality**

**Community Differentiators – Design and brand the city to communicate Lavon’s identity**

Design and install multi-functional green infrastructure, branded streetscape, and public art on Highway 78 and other key corridors, especially with new construction and reconstruction.  
Strategy: Branding & Marketing

Action: Create and adopt a Branding and Marketing Strategy to include elements from the Comprehensive Plan and Lavon’s competitive position.

**Chapter 3 Design Framework**

**Future Land Use & Placemaking Strategies**

Strategy 4 - Branding & Placemaking: The more effort Lavon puts toward making cohesive and strategic visual elements, theming, and tone to its improvements, messaging, and requirements, the better Lavon can make special places and be in a competitive position in the future.

### **Mobility & Connectivity Strategies**

Strategy 3 - Corridors As Places: Public streets, sidewalks, and street edges represent the most significant areas of public experience in a city so treating them with lenses of function, beauty, and place can set Lavon apart in a great way.

### ***Strategic Plan Excerpt***

#### **City of Lavon Strategic Plan**

#### **Two-Year Goals**

##### **Distinguish Ourselves from the Rest**

##### **Create a Branding and Marketing Strategy**

*Lavon is a fast-growing city, and we have opportunities to continue to distinguish our community from neighboring cities. How we market and present Lavon to others, through our physical features, at conferences, to developers, to potential residents, and more, is essential to implementing our envisioned future. To do this effectively, we must create a Branding and Marketing Strategy that includes messaging, our creative selling strategy, visual elements, and theming for physical improvements, new developments, economic development efforts, and public art (among other purposes). It can help exhibit the City's businesses, values, assets, and competitive market positioning through a distinct and meaningful lens.*

#### **Financial Implications:**

Funding for the services was discussed and \$30,000.00 was allocated to this project during preparation of the FY 24-25 Annual Budget.

#### ***Staff Notes:***

Approval is recommended.

**Attachments:** Proposed Resolution and Task Order No. 4

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2024-11-04**

Task Order No. 4 – LJA Engineering – Corridor Branding Strategy

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON, TEXAS  
APPROVING AND AUTHORIZING THE EXECUTION OF TASK ORDER NO.  
4 WITH LJA ENGINEERING, INC. FOR PROFESSIONAL CONSULTING  
SERVICES ASSOCIATED WITH THE DEVELOPMENT OF A CORRIDOR  
BRANDING STRATEGY.**

**WHEREAS**, in October 2023, the City of Lavon and LJA Engineering, Inc. entered into a Professional Services Agreement (PSA) to extend the 2019 PSA engaging Abra Nusser and her colleagues for professional planning and consulting services. The PSA provides for Task Orders to be issued for specialized projects and design-related services; and

**WHEREAS**, the City’s adopted Comprehensive Plan identifies a shared strategy in Strategies & Actions for Economic & Fiscal Vitality and for Land Use & Placemaking of creating a branding and marketing strategy that includes elements from the Comprehensive Plan and Lavon’s competitive position to identify messaging, creative selling strategy, visual elements, and theming for physical improvements, new developments, economic development efforts and public art; and

**WHEREAS**, the City Council of the City of Lavon, Texas (“City Council”) has determined that approving Task Order No. 4 between the City of Lavon, Texas and LJA Engineering, Inc. is appropriate and in the best interest of the citizens of the City.

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

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

**SECTION 2.** The City Council hereby approves and authorizes the execution of Task Order No. 4 with LJA Engineering, Inc. for professional consulting services associated with creation of a Corridor Branding Strategy, attached hereto and incorporated herein as **Exhibit “A”**.

**SECTION 3.** This Resolution shall be effective from and after its date of approval in accordance with the law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAVON** this 5<sup>th</sup> day of November 2024.

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

ATTEST:

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

**RESOLUTION NO. 2024-11-04**

**EXHIBIT "A"**

**TASK ORDER – CORRIDOR BRANDING STRATEGY**

October 8, 2024

**PROPOSAL**

Vicki Sanson  
Mayor  
120 School Road  
Lavon, Texas 75166  
Via email delivery to [kdobbs@lavontx.gov](mailto:kdobbs@lavontx.gov)

Re: City of Lavon Corridor Branding Strategy  
City of Lavon, Texas  
LJA Job No. NTP3880-0340C  
LJA Proposal No. 24-36513

Dear Ms. Sanson:

LJA Engineering, Inc. is pleased to submit this proposal for the following services in accordance with the Professional Services Agreement between LJA Engineering, Inc. and City of Lavon, dated September 28, 2023.

### **TASK ORDER DESCRIPTION**

The Services outlined below are intended to include the development of Lavon Corridor Branding Strategy for the City of Lavon. The Services include creating recommendations for brand elements that define a theme for future improvements on gateways, monuments, signage, and key corridors (such as SH78 and SH 205). The Project's major goals will be to establish branding elements through City input, research and best practices and to provide supporting text and graphics that provide an instructive branding guide Lavon Corridors.

### **SCOPE OF SERVICES**

#### **TASK 1 - MANAGEMENT + COORDINATION**

LJA will perform the following services under this task:

- *1.1 Schedule and Invoices.* Prepare project schedule and provide periodic schedule updates on Project Check-in Calls. The Project is anticipated to take approximately no more than six months, with the schedule being flexible to accommodate changes in City meetings and events. LJA will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule, once authorized by the City to proceed. The schedule will be adjusted, if applicable, as needed, upon mutual understanding. Invoices for all work completed during the period will be submitted monthly for work performed with overall percentage complete of the Project.

- **1.2 Project Check-in Calls.** Prepare for and attend monthly coordination calls on Microsoft Teams with the Project Team, to include the Project Manager/Deputy Project Manager and an authorized representative(s) from the City able to provide direction and make decisions as applicable. Up to nine coordination meetings will be held. Calls may be scheduled every other week when there is a significant amount of project activity. City will keep LJA informed of any new development activity, political context, policy changes, and relevant events to the Project.
- **1.3 Basecamp.** Basecamp will be utilized for housing large file transfers, Project Check-in Call agendas, data, and other Project files. City shall ensure proper notifications are set up on the Project Team to receive communications accordingly.
- **1.4 Call Notes.** LJA will compile notes and create actions from Project Check-in Calls.
- **1.5 Direction.** LJA will provide direction to key team members and coordinate project tasks, events, and outreach.

## TASK 2 – ENGAGEMENT + OUTREACH

- **2.1 Branding Charrette.** LJA will host a Branding Charrette with City Staff and City Council members to collaborate on major themes of brand. The event will last 3 hours and be scheduled on a weeknight or weekend agreed upon by all parties.
- **2.2 Charrette Debrief.** LJA will meet with client to discuss feedback received from charrette and receive general direction.

### **Task 2 Deliverables:** Branding Charette Notes

## TASK 3 – DRAFT PLAN/DESIGN

LJA will perform the following services for this task:

- **3.1 Drafting the Branding Plan.** LJA will draft the Branding Plan by incorporating all feedback and analysis to date in the Project process. The following topics will be covered in a Study report of less than 20 pages:
  - *Introduction + Community Context*
  - *Brand Messaging*
    - Footprint
    - Position + Objective
    - Outreach Message
  - *Brand Visuals*
    - Color Palette
    - Typography
    - Style and Inspiration
  - *Brand Applied*
    - Gateways, Monuments, and Signage
    - Focus on SH 78 and SH 205
    - Implementation Considerations (ex. potential grants, future work, installation etc.)

>>Structure of elements and subtopics may change upon review and analysis of charrette feedback.

**Task 3 Deliverables:** Lavon Corridor Branding Strategy Presentation/Booklet  
 Revised Strategy in PDF format for Finalization Process

**TASK 4 – ADOPTION PROCESS**

LJA will perform the following services for this task:

- **4.1 Finalization Process.** LJA will prepare for, attend meetings for, and make presentations for the finalization process for adoption.
  - LJA will address comments from client debrief and create a final draft Branding Strategy.
  - LJA will submit a Adoption Process Draft PDF for City Council.
  - LJA will prepare a PowerPoint Presentation for City Council.
  - LJA will attend and present a City Council Meeting.

**Task 4 Deliverables:** Adoption Process Draft in PDF Format  
 Lavon Corridor Branding Strategy Presentation

**TASK 5 - PROJECT CLOSEOUT**

LJA will perform the following services for this task:

- **5.1 Final Revisions.** LJA will address any minor revisions that came from the adoption process conditions of approval (if applicable).
- **5.2 Final Document.** LJA will email a high-resolution PDF (for printing) and a reduced-size PDF (for online posting).

**Task 5 Deliverables:** Final Lavon Corridor Branding Strategy in PDF format

**GENERAL CONDITIONS**

Work requests within this Scope of Work shall be documented via email from City to Consultant, with any associated clarification of timeline/deadline, estimated level of effort, and/or task considerations as applicable.

**COMPENSATION SCHEDULE**

**(EB) Engagement + Branding**

Task 1	Management + Coordination	Lump Sum	
Task 2	Engagement + Outreach	Lump Sum	
Task 3	Draft Plan/Design	Lump Sum	
Task 4	Adoption Process	Lump Sum	
Task 5	Project Closeout	Lump Sum	
		<b>TOTAL</b>	<b>\$30,000</b>

**ADDITIONAL SERVICES**

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

- Capital Improvements Plan
- Full Market Analysis
- Budgeting and Auditing
- Engineering Construction Standards
- Detailed Street or Corridor Design
- GIS Data/Layers (Other than Future Land Use Plan)

**BILLING RATES**

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<b>LABOR CATEGORY</b>	<b>LOWEST</b>	<b>HIGHEST</b>
Department Head (VP, Division Manager)	\$225.00	\$295.00
Senior Consultant	\$220.00	\$290.00
Director	\$210.00	\$285.00
Group/Design Manager	\$195.00	\$280.00
Sr. Project Manager	\$190.00	\$275.00
Project Manager	\$150.00	\$235.00
Senior Project Engineer	\$145.00	\$235.00
Professional Engineer (Project Engineer, APM)	\$120.00	\$195.00
Graduate / Design Engineer	\$100.00	\$160.00
Sr. Civil Designer	\$120.00	\$185.00
Civil Designer	\$ 85.00	\$150.00
Sr. Planner	\$130.00	\$195.00
Planner	\$ 85.00	\$150.00
Sr. Landscape Architect (Studio Lead)	\$170.00	\$230.00
Landscape Architect	\$115.00	\$165.00
Landscape Designer	\$ 90.00	\$140.00
Sr. Construction Manager	\$120.00	\$215.00
Construction Manager	\$105.00	\$165.00
Resident Project Representative	\$ 85.00	\$165.00
Construction Engineer	\$ 90.00	\$180.00
Construction Inspector	\$ 85.00	\$150.00
GIS Developer	\$100.00	\$190.00
GIS Analyst	\$ 70.00	\$125.00
Survey Project Manager	\$130.00	\$210.00
Project Surveyor	\$110.00	\$170.00
Survey Technician	\$ 75.00	\$155.00
3 Man Survey Crew	\$200.00	\$240.00
2 Man Survey Crew	\$160.00	\$200.00
Clerical (Admin. Assistant)	\$ 60.00	\$125.00
Intern	\$ 50.00	\$ 90.00

In accordance with *Rule 3.356 – Real Property Services* governed by the Texas Comptroller of Public Accounts, sales tax will be applied on services used to determine or confirm property boundaries, such as boundary recovery, lot surveying/pins, title surveying, right-of-way surveying, and final platting.

**REIMBURSABLE EXPENSES**

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In performance of the Scope of Services attached to the Project specific Proposal, the following types of expenses are not contemplated in the Total Proposal Fee. These are considered Reimbursable Expenses and LJA will be compensated for in accordance with the following:

1. Reproduction, out-of-town travel expenses, employee travel and mileage, and other non-labor charges directly related to the Project will be billed at cost plus ten percent.
2. Filing fees, permit fees, and other special charges which are advanced on behalf of the Client will be billed at cost plus ten percent.
3. Subcontracted services and other services by outside consultants will be billed at cost plus ten percent.
4. Vehicle mileage will be charged at the current IRS mileage rate per mile for all travel.
5. Sales tax as required by state law for surveying services will be billed at cost.

If this proposal meets with your approval, please execute proposal and return a copy to us. Your signature below will be sufficient authorization to commence the stated work.

We appreciate this opportunity to submit this proposal and look forward to working with you on this project. If you have questions, please call me at 972.339.8186.

Sincerely,

**CITY OF LAVON**



Abra R. Nusser, AICP  
Director, Placemaking + Resilience

By: \_\_\_\_\_

Name: \_\_\_\_\_



James S. Wiegert, PE  
Senior Vice President

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

AN/rr



# CITY OF LAVON

## Agenda Brief

**MEETING: November 5, 2024**

**ITEM: 7 - I**

**Item:**

Discussion and action regarding Resolution No. **2024-11-08** casting six (6) votes to elect Collin Central Appraisal District Board of Directors.

**Background:**

In Collin County, the number of votes that a jurisdiction receives for the Collin Central Appraisal District Board of Directors is allocated based upon tax levy. The Chief Appraiser for the Collin Central Appraisal District (CCAD) notified the City of the opportunity to cast six votes for the Board of Directors for a term beginning January 1, 2025.

Correspondence relating to the process and nominees are included in the packet. In alphabetical order, the nominations for the CCAD Board of Directors are:

Alvin Benton  
Lisa Biddle  
Marvin Bobo  
Lindsay Buhler  
Al Ely  
Richard “Rick” Grady  
Robert Hallberg  
Michelle Howarth  
Brian Mantzey  
Skip Middleton  
Lee Miller  
Sheri Sachs  
Jerry Tartaglino  
Veronica Yost

Information regarding the nominees is attached. The City Council may cast all its votes for a single candidate or distribute the votes in any manner among the candidates listed.

The completed ballot is due before December 15, 2024.

**Attachments:**           1) Proposed Resolution including Official Ballot  
                                  2) Correspondence from CCAD



# Collin Central Appraisal District

October 24, 2024

Kim Dobbs, City Manager  
Lavon City  
PO Box 340  
120 School Road  
Lavon, TX 75166

RE: Board of Directors election, one-year term, beginning January 1, 2025

Dear Ms. Dobbs:

Enclosed you will find the ballot listing the nominees for the Board of Director positions for the Collin Central Appraisal District. The candidates are listed alphabetically by their surname.

Each voting unit must vote in an open meeting, report its vote by written resolution, and submit the resolution to the chief appraiser before December 15, 2024, **except taxing units with 250 or more votes.**

**Taxing Units with 250 or more votes MUST determine its votes by Resolution adopted at the FIRST or SECOND open meeting of the governing body held after the chief appraiser delivers the ballot and their voting Resolution must be submitted to the chief appraiser not later than the THIRD day following the date the Resolution was adopted.**

Each unit may cast all its votes for one candidate or distribute the votes among any number of the candidates listed. Since there is no provision for write-in candidates, the chief appraiser will not count votes for someone not listed on the official ballot.

Regards,

Marty Wright  
Chief Appraiser

Enclosure

RECEIVED

OCT 28 2024

CITY OF LAVON



# Collin Central Appraisal District

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2025  
COLLIN CENTRAL APPRAISAL DISTRICT  
BOARD OF DIRECTOR'S NOMINATIONS

ALVIN BENTON	Nominated by the Frisco ISD. Resides in Frisco, TX.
LISA BIDDLE	Nominated by the City of Anna. Resides in Anna, TX
MARVIN BOBO	Nominated by the Lovejoy ISD. Resides in Lucas, TX.
LINDSAY BUHLER	Nominated by the City of Sachse. Resides in Sachse, TX.
AL ELY	Nominated by Plano ISD. Resides in Plano, TX.
RICHARD GRADY	Nominated by the City of Plano. Resides in Plano, TX. <b>Current Board member.</b>
ROBERT HALLBERG	Nominated by City of Anna. Resides in Anna, TX.
MICHELLE HOWARTH	Nominated by the City of Sachse. Resides in Sachse, TX.
BRIAN MANTZEY	Nominated by the City of McKinney. Resides in McKinney, TX. <b>Current Board member.</b>
SKIP MIDDLETON	Nominated by the City of Frisco. Resides in Frisco, TX.
LEE MILLER	Nominated by the City of Anna. Resides in Anna, TX.
SHERI SACHS	Nominated by the City of Anna. Resides in Anna, TX.
JERRY TARTAGLINO	Nominated by Plano ISD. Resides in Parker, TX.
VERONICA YOST	Nominated by City of Allen & Allen ISD. Resides in Allen, TX. <b>Current Board member.</b>

**CITY OF LAVON, TEXAS**  
**RESOLUTION NO. 2024-11-06**

CCAD Board of Directors

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAVON,  
TEXAS CASTING FIVE VOTES FOR COLLIN CENTRAL APPRAISAL  
DISTRICT BOARD OF DIRECTORS.**

**WHEREAS**, the City Council has considered and determined that it is necessary and in the best interests of City of Lavon to cast votes for the Collin Central Appraisal District Board of Directors.

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

**SECTION 1.** The City Council does hereby cast six (6) votes for the Collin Central Appraisal District Board of Directors:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_; and

**SECTION 2.** The votes shall be recorded on the Official Ballot attached hereto as Exhibit "A";  
and

**SECTION 3.** This resolution shall take effect from and after the date of its passage.

**DULY PASSED AND APPROVED** by the City Council of the City of Lavon, Texas on the 5<sup>th</sup> day of November 2024.

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

ATTEST:

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

**RESOLUTION NO. 2024-11-06**

**EXHIBIT A**



# Collin Central Appraisal District

## OFFICIAL BALLOT

ISSUED TO: **Lavon City**

NUMBER OF VOTES: **6**

FOR: BOARD OF DIRECTORS, COLLIN CENTRAL APPRAISAL DISTRICT, TERM  
BEGINNING JANUARY 1, 2025.

NOMINEES	VOTES
<i>ALVIN BENTON</i>	
<i>LISA BIDDLE</i>	
<i>MARVIN BOBO</i>	
<i>LINDSAY BUHLER</i>	
<i>AL ELY</i>	
<i>RICHARD GRADY</i>	
<i>ROBERT HALLBERG</i>	
<i>MICHELLE HOWARTH</i>	
<i>BRIAN MANTZEY</i>	
<i>SKIP MIDDLETON</i>	
<i>LEE MILLER</i>	
<i>SHERI SACHS</i>	
<i>JERRY TARTAGLINO</i>	
<i>VERONICA YOST</i>	

October 24, 2024

Marty Wright, Chief Appraiser

Section 6.03 (g) of the State Property Tax Code requires the above action be taken by resolution, therefore, please attach a copy of the resolution to this ballot and return to the chief appraiser, at 250 Eldorado Pkwy., McKinney, Texas 75069, before December 15, 2024, **except taxing units with 250 or more votes.**